



CITY COUNCIL AGENDA OF THE CITY OF KETCHUM, IDAHO
Monday, July 6, 2015, beginning at 5:30 p.m.
480 East Avenue, North, Ketchum, Idaho

1. CALL TO ORDER
2. CONSENT CALENDAR
 - a. Approval of Minutes: Regular Meeting June 15, 2015
 - b. Approval of Current Bills and Payroll Summary.
 - c. Approval of 2015-16 Liquor, Beer and Wine Licenses.
3. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
 - a. Communications from Mayor & Council
4. COMMUNICATIONS FROM THE PUBLIC.
 - a. Communications from the public. *For items not on the agenda.*
 - b. Presentation from KCDC of the 5 Year Plan for Ketchum Innovation Center – Jon Duval.
5. PUBLIC HEARINGS.
6. COMMUNICATIONS FROM STAFF.
 - a. Approval of JPA for Mountain Rides – Suzanne Frick, Administrator.
 - b. Presentation of FY-15-16 Proposed Budget – Suzanne Frick, Administrator.
 - c. Community Housing Strategy – Suzanne Frick, Administrator.
 - d. Right-Of-Way Standards – Robyn Mattison, Public Works Director/City Engineer.
 - e. Discussion of Plan for City Conduit – Robyn Mattison, Public Works Director/City Engineer.
 - f. Presentation on City Events – Jen Smith, Director of Parks & Recreation.
 - g. Discussion of request from IEG Thunder Spring LLC to waive requirements of the Thunder Spring PUD - Micah Austin, Building and Planning Director.
7. AGREEMENTS AND CONTRACTS.
 - a. Water System Facilities Plan Update and Environmental Information Document Contract with JUB Engineers – Robyn Mattison, Public Works Director/City Engineer.
 - b. Limelight Hotel Road Security Agreement – Robyn Mattison, Public Works Director/City Engineer.
8. ORDINANCES AND RESOLUTIONS.
 - a. First Reading of Ordinance 1136, To Protect Animals in Hot Vehicles – Dave Kassner, Police Chief.
 - b. Resolution 15-014 – Authorizing the Public Works Director to Sign State Revolving Fund Loan Documents – Robyn Mattison, Public Works Director/City Engineer.
 - c. Resolution 15-015 Adoption of Blaine County Multi-Jurisdictional All Hazard Mitigation Plan 2015 – Mike Elle, Fire Chief.
 - d. Third Reading of Ordinance 1135, Zoning re-write – Micah Austin, Planning & Building Director.
9. EXECUTIVE SESSION to discuss:
 - a. Litigation pursuant to Idaho Code §§67-2345 1(a).
10. ADJOURNMENT.

If you need special accommodations, please contact the City of Ketchum in advance of the meeting.

This agenda is subject to revisions and additions. Revised portions of the agenda are underlined in bold.

Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N. in Ketchum or by calling 726-3841.

Your participation and input is greatly appreciated. We would like to make this as easy as possible and familiarize you with the process. If you plan to speak, please follow the protocol below.

- Please come to the podium to speak.
- Stand approximately 4-6 inches from the microphone for best results in recording your comments.
- Begin by stating your name.
- Please avoid answering questions from audience members. All questions should come from City officials.
- Public comments will be limited by a time determined by the Mayor.
- You may not give your time to another speaker.
- If you plan to show a slide presentation or video, please provide a copy to the City Clerk by 5:00 p.m. on the meeting date.

Please note that all people may speak at public hearings.

Public comment on other agenda items is at the discretion of the Mayor and City Council.

Public comments may also be sent via email to participate@ketchumidaho.org

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Thank you for your participation.

We look forward to hearing from you!



City Council

Regular Meeting

~ Minutes ~

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

Monday, June 15, 2015

5:30 PM

Ketchum City Hall

Present: Mayor Nina Jonas
Council President Michael David
Councilor Anne Corrock
Councilor Jim Slanetz
Councilor Baird Gourlay

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Susan Buxton
Police Chief David Kassner
Director of Parks & Recreation Jen Smith
Director of Planning and Building Micah Austin
Director of Public Works/City Engineer Robyn Mattison
Recording Secretary Robin Crotty

1. CALL TO ORDER

Mayor Nina Jonas called the meeting to order at 5:50 p.m.

2. CONSENT CALENDAR

- a. Approval of Minutes: Regular Meeting June 1, 2015 & Special Meeting June 1, 2015
- b. Approval of Current Bills and Payroll Summary
- c. Approval of 2015-16 Liquor, Beer and Wine Licenses

Motion made to approve the consent agenda

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jim Slanetz, Councilor
SECONDER: Anne Corrock
AYES: Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

3. COMMUNICATION FROM MAYOR AND COUNCILORS

Councilor Baird Gourlay asked for an update on the right-of-way agreement recommendations. City Administrator Suzanne Frick advised council that staff is compiling the received suggestions and they will be presented at the July 6, 2015 Council Meeting.

Councilor Jim Slanetz has concerns regarding events in Ketchum. He asked if the Trailing of the Sheep event could be a city event. He talked with Mary Austin Crofts and there are concerns. He would like to go forward with assisting in making special events in Ketchum, Ketchum events and believes we need to have a clear process. Mayor Nina Jonas will put this topic on the July 6th agenda.

Council President Michael David asked that the cities strategy and what the city is doing about empty trenching and open conduit be put on a future agenda.

4. COMMUNICATIONS FROM THE PUBLIC

- a. Communications from the public. For items not on the agenda.

There we no comments.

b. Sun Valley Sports Horse Drawn Carriage Service – Tony Parkhill, Director of Sun Valley Sports.

Public Works Director/City Engineer Robyn Mattison presented for Tony Parkhill, Director of Sun Valley Sports. Sun Valley Sports operates the stables on Horseman's Center Road. They would like to begin offering a horse drawn carriage service to transport people from Sun Valley Village to Ketchum and back. The service would be a hop on / hop off service where people would be able to board a carriage at Baldy Circle Loop roundabout (at the bus stop), take a ride into Ketchum, get off the carriage in Ketchum, spend time in Ketchum, then board the carriage again for a return trip to Sun Valley. People would also be able to board the carriage in Ketchum and ride into Sun Valley.

Director of Public Works/City Engineer Robyn Mattison presented explaining the cost will be \$5 to \$7. A concern is the horses would be in the traffic lane. They would use poop catching bags. They propose to have license agreement with Sun Valley Sports and have maintenance items in the agreement. They propose to start around 11am to go thru dinner time but do not want to be involved in the bar scene. Robyn Mattison is checking with ITD to find out what else is needed.

Police Chief Dave Kassner is concerned about traffic being able to pass them. If vehicles can't pass there will be a rolling road block.

Councilor Annie Corrock would like to hear from ITD before they make any decisions.

City Administrator Suzanne Frick asked council to allow staff to work out the details and then bring it back to council for further approval.

5. PUBLIC HEARINGS.

6. COMMUNICATIONS FROM STAFF

a. Community Housing Strategy – Suzanne Frick, Administrator

City Administrator Suzanne Frick presented explaining that the availability of community housing continues to be a critical need in Ketchum. Providing affordable housing opportunities for the Ketchum workforce is a key initiative in the 2014 Comprehensive Plan. However, efforts to produce community housing have stalled over the last few years. This is primarily due to the availability and constraints associated with federal funding for affordable housing, few local projects producing community housing or contributing in-lieu fees, and confusion on the city's community housing strategy.

City Administrator Susan Frick proposed a 3 tiered strategy. The goal is to have a short and long term strategy.

The First Tier is **Short Term, Local Production**

Focus on Acquisition and Rehab Using In-lieu or Other Housing Funds

- a. Shortest timeline associated with identifying a project, funding and occupying.
- b. Lowest cost for greatest benefit
- c. More easily funded by IHFA than new construction
- d. Integrates and spreads housing throughout the community
- e. Rehabilitates and improves declining housing stock
- e. Biggest challenge is HOA fees. Subsidies may be necessary to ensure HOA fees do not price out qualified renters/buyers
- f. ARCH and Blaine County Housing Authority (BCHA) have experience implementing this

strategy

The second Tier is Long Term, Local Production

Provide Opportunities for Large New Construction Projects within Ketchum

- a. Provide land for community housing projects by making key parcels available for development

- b. Sites like Dollhouse (KURA) and Leadville/6th (City) are the targeted locations
- c. Issue RFQ/RFP to identify development partner
- d. KCDC, KURA, and City Staff have experience implementing this strategy

The third Tier is Long Term, Regional Production

New Construction within the Valley (outside Ketchum City Limits)

- a. Valley projects may be easier to fund and easier to build
- b. Areas around the hospital are ideal for affordable housing developments
- c. Assistance from Ketchum directly or indirectly would increase viability of projects without compromising efforts within Ketchum
- d. ARCH or other developers have experience implementing this strategy

City Administrator Suzanne Frick advised council the issue of in-lieu housing fees needs to be addressed. She said that in-lieu fees are preferred over on-site units because the funding is more flexible and has the potential to produce more units through acquisition and rehabilitation. As part of phase two of the Zoning Ordinance update, staff will develop recommendations to council on the appropriate threshold for on-site unit production.

The tier will be supported as follows:

- 1st tier supported by in lieu fees from development projects. Could have \$250,000 in lieu fees next year.
- 2nd tier supported by making public land available for development thru the RFP process.
- 3rd tier supported by offering services and infrastructure on a case by case basis.

Adjustments could be made year by year and reevaluated every 2 to 3 years. City Administrator Suzanne Frick is recommending council review strategy and approve it so that staff can begin implementation.

Councilor Anne Corrock questioned the 6th and Leadville location for a project and the possibility of retail requirements being needed there. Planning & Building Director Micah Austin responded by saying there is retail required on the ground floor. City Administrator Suzanne Frick said the funding and constraints are continually evolving. Suzanne Frick said maybe it wasn't working 2 years or so ago but what was true yesterday isn't necessarily true today from a financing standpoint as to what will qualify for funding. Councilor Anne Corrock wants to know if these properties are feasible. Suzanne Frick thinks prior to eliminating that property we should do the RFQ process and we should give it one last shot. If the market will not support that type of development we will need to re-evaluate those properties.

Councilor Annie Corrock raised the question of how many units we have created with in lieu housing funds. City Administrator Suzanne Frick said if we start collecting in-lieu fees and we use it for acquisition rehab and community housing, we will start to see more production going on. It is a matter of priority on how you want to spend that money. Annie Corrock is not a fan of in-lieu fees. She is not happy with that part of the language and thinks it should say on site production not in-lieu fees.

City Administrator Suzanne Frick reiterated that she is asking for approval from council to collect in-lieu fees so staff can go forward.

Councilor Anne Corrock is concerned about this interfering with the code re-write. Suzanne Frick said the code rewrite will be a separate process where council will decide on standards. That process will run concurrently. We will only follow this process if we have in-lieu fees.

Council President Michael David would like to hear from the public before making comments.

Councilor Baird Gourlay thinks they are all important. Short term and long term. He would like them all available.

Mayor Nina Jonas opened the meeting up for public comment.

Jon Duval Ketchum KCDC addressed Councilor Annie Corrock's questions. He felt City Administrator Suzanne Frick was correct and that times are changing. The tax credit program was extremely lucky with Northwood Place. Tax credits are the best way to fund community housing. Onsite/Offsite is for council to decide but if you are asking a for profit developer to put affordable housing on their property it is a real loss leader for them. If you're doing a rewrite you will need to keep that in mind.

Neil Bradshaw KCDC had comments on City Administrator Suzanne Fricks presentation. He would like to strike the comment regarding Northwood Place and the remote possibility of ever doing that again. He said we should be fighting on all fronts with all resources we can get. He loves the idea of bringing affordable housing to everyone's attention.

Steve Cook can empathize with Councilor Anne Corrock regarding in-lieu. He questioned how the in-lieu fund really works and where the funds go. He feels there is very little accountability for this fund. City Administrator Suzanne Frick said there is a separate fund in that has next to nothing in it however there is a spot to track it in if we start collecting it.

Bob Crosby, Sun Valley Board of Realtors suggested putting a short and long term strategy in the strategy that would be an aggressive approach to exchanging better sites that are currently owned. He thinks in-lieu funds are very important to orderly development and we need to keep them.

Public comment for community housing was closed.

Mayor Nina Jonas told Council she thinks they possibly need to clean this up a little more and bring it back.

Councilor Baird Gourlay said he doesn't have a problem with it but agrees with Bob Crosby regarding long term and short term. It's whatever is available to us.

Councilor Jim Slanetz likes Neil Bradshaw's point of keeping all the doors open. Agrees with keeping better control over in lieu funds.

Council President Michael David said creativity is key. Keep all options on the table. Would like to see diversity of units.

Councilor Anne Corrock would like to see some target properties. Something to show where the in-lieu fees are going to go.

Mayor Nina Jonas asked to clean up the language to include all the comments and bring it back to the July 6, 2015 Council Meeting.

b. Discussion of Maintenance and Long Term Planning of City Sidewalks – Robyn L. Mattison, Public Works Director/City Engineer.

Public Works Director/City Engineer Robyn Mattison presented by saying a complete and comprehensive pedestrian circulation system is a vision of the City that has identified in various plans and studies. She talked about planning for new sidewalks, current fiscal year maintenance plan, and future of paver sidewalks in city. She discussed what future sidewalks will look like. She presented a list of missing connecting sidewalks and the numerous amounts of study's and plans that have already been done. She would like to talk about putting in infrastructure.

Robyn Mattison said she proposed to the KURA for funding for 20 missing sidewalk links. The funding request was over a 3 year period and included street lights. The final funding source would be to ask the City of Ketchum for funding in the next fiscal year budget.

Council President Michael David asked about the location of the HUB. City Administrator Suzanne Frick said if we don't use it we lose it. Robyn Mattison talked about sidewalk repairs and maintenance. Staff received a bid for paver repairs and the bid came in at \$17,000. There is \$25,000 budgeted. Sidewalk repairs are different and difficult to get contractors to do therefore it is hard to get this project completed.

Robyn Mattison talked about paver sidewalks and pointed out that 4th Street pavers did not hold up. 4th St is expensive to repair and now we need to replace the pavers because they don't make those pavers anymore.

Robyn Mattison said there are four options to consider:

- A) No change - Continue repairing paver sidewalks as we are now.
- B) Continue repairing paver sidewalks as we are now but abandon the existing non-functionin snow melt system.
- C) Utilize the heat/snow-melt systems
- D) Replace the paver sidewalks with concrete sidewalks

Councilor Baird Gourlay questioned the life span of concrete. Street Superintendent Brian Christiansen said 20 years and pavers have lasted less than 10 years. Council President Michael David said it has a lot to do with the installation of the pavers. Baird Gourlay asked about drainage issues if we use concrete instead of pavers. Robyn Mattison said it's the engineering of the street. Councilor Anne Corrock questioned if we could move forward with not using the ecofriendly deicer? Robyn Mattison will research this suggestion. Annie Corrock asked about Trex. Robyn Mattison said she googled it and found nothing.

Robyn Mattison then presented on Future Sidewalk Construction. She suggested instead of pavers or board sidewalks the city may want to consider modifying our city code to only allow concrete or decorative concrete sidewalks. Concrete requires much less maintenance and could also be decorative to provide an aesthetic quality. Color may be added to concrete by adding pigments-before or after concrete is in place-and using white cement rather than conventional gray cement, by using chemical stains, or by exposing colorful aggregates at the surface. Textured finishes can vary from a smooth polish to the roughness of gravel. Geometric patterns can be scored, stamped, rolled, or inlaid into the concrete to resemble stone, brick or tile paving. Special techniques are available to make concrete slip-resistant and sparkling.

Cost Comparison

Standard concrete is currently \$5.50 per square foot, not including demo, prep and asphalt patch back.

Stamped and colored concrete is about \$16.00 per square foot.

For comparison, one block (225 linear feet) of a 5-ft wide sidewalk would cost approximately:

Standard concrete: \$37,000

Stamped & colored concrete: \$52,000

Robyn Mattison recommended that the City provide funding that is not part of other requests. The City should replace pavers as needed in the short term and in the long term the City should replace paver sidewalks with concrete and abandon snow melt systems. In the future she would like to modify City Code to only allow concrete.

Mayor Nina Jonas opened the meeting up for Public Comment.

Dick Fenton asked if a private company or person wanted to make a paver sidewalk and snow melt, would it be allowed. Public Works Director, City Engineer Robyn Mattison said it would be her recommendation to not allow it. Mayor Nina Jonas explained that it is an ongoing problem in the right of way and will add it to the conversation

Jerry Seiffert said that part of the sidewalk issue is getting back the public right of way. He suggested we enlarge the concept. He talked about a significant LID. He thinks the City should analyze the sidewalks and how they tie together.

Steve Cook reconfirmed the importance of missing sidewalks from 6th street to Base Camp on west side of the road. It provides an important linkage to commercial business as well as a number of other areas.

Mayor Nina Jonas closed public comments.

Councilor Baird Gourlay said he agrees with Dick Fenton. He talked about the cost difference and thinks we should not take the option of pavers away. We are certainly not beautifying the sidewalks with

cement. He thinks if the City is going to maintain the sidewalks than they have to use cement. If the developers want to use pavers then they have to maintain it. He doesn't think the option should be taken away.

Mayor Nina Jonas questioned the right of way and how to write an arrangement in perpetuity. City Attorney Susan Buxton explained. Councilor Baird Gourlay thinks it is smart for beautification.

Councilor Jim Slanetz talked about the City paying for the cement and the company paying for any upgrades to pavers.

Mayor Nina Jonas said it sounds like it's more of an encroachment agreement rather than a licensing agreement. She asked if staff thinks there will be a problem enforcing these agreements.

City Administrator Suzanne Frick said we would need to work on the record keeping end of things before we could enforce if a property owner was not complying.

Councilor Braid Gourlay said he agrees with Jerry Seiffert. He talked about the URA being asked for 20 different sidewalk locations. He thinks some of them are the cities responsibly but some are businesses and homeowners responsibility. By having an LID this would stretch the city dollars and encourage applications.

Council President Michael David questioned the LID scenario and who would choose the materials. Would it be the District? Public Works Director/City Engineer Robyn Mattison said it would have to follow the City Standard.

Public Works Director/City Engineer Robyn Mattison asked if Council would like her to come back with stamped concrete for City Standard options for a future meeting.

City Administrator Suzanne Frick said we would need to create a standard format for the licensing agreement.

Council President Michael David said he worries that technology for better material is right around the corner. He wants to be sure we can change things if better material comes along.

Councilor Anne Corrock asked if we need to modify the motion to include LID verbiage.

City Administrator Suzanne Frick said the LID discussion could be part of the budget process also.

Public Works Director/City Engineer Robyn Mattison modified her recommendation for modification to the city code to only allow standard concrete sidewalk, decorative concrete sidewalk or pavers with a license agreement and that staff will come back with decorative concrete options.

Motion to approve staff recommendations on sidewalk planning, paver sidewalk maintenance and future sidewalk construction and to encompass Robyn Mattison's recommendation above.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

c. Discussion of the Relationship between the City of Ketchum and Ketchum Community Development Corporation – Micah Austin.

Planning & Building Director Micah Austin gave a brief history from 2006 to present of KCDC and how they and the URA fit in with the City of Ketchum. He talked about the Downtown Master Plan and the areas of responsibility for the City/URA and the CDC. He presented a power point showing the roles of all three entities and identified the primary tasks. Micah Austin talked about the unique relationship the KCDC has with the City of Ketchum.

Council President Michael David questioned the Capital City Development URA. He said the only thing that is similar is their name. They are nothing like the KCDC in Ketchum.

President KCDC, Neil Bradshaw said they have a very broad mission. The KCDC ended up being in the lead category. He talked about Town Square / Northwest Place / walkability etc. President Neil Bradshaw questioned if that partnership is going to remain. Neil Bradshaw thinks there is a misunderstanding about what they are all about. He said they are not an autonomous unit. They work together for the betterment of the community. He questioned if the council thinks they are autonomous or if they think they are a partner. Neil Bradshaw went on to say that the board is asking for clear direction. They are asking for challenges and to be supported by the City. He would like an answer tonight.

Mayor Nina Jonas asked for a definition of autonomy and of partnership. Neil Bradshaw said they asked for a meeting of the minds and the meeting was not granted. Mayor Nina Jonas said CDC used to come up with their own projects and when she asked for an updated list of projects that's where this conversation stemmed from. They were looking to find out what the City and community wanted them to work on. Neil Bradshaw gave the example of affordable Housing and the CDC's ability to help. He said if they don't have some direction from council as to what land the City wants to pursue they don't know how to move forward.

Mayor Nina Jonas said the CDC has done tremendous work. Neil Bradshaw stated the CDC has no funding and no direction. It's tough to motivate volunteers if they don't have funding or direction. He said if that has changed and they can get their marching orders that is awesome.

There was a discussion between Mayor, Council, Jon Duval and Neil Bradshaw. Mayor Nina Jonas stated that she is against the sidewalk plan going to KCDC. Council President Michael David said the three organizations were set up to work together. You can't do it without all 3 legs. None of these organizations can be autonomous. Neil Bradshaw said he is agreement. Mayor Nina Jonas said she is in support and would like to continue to work together.

Neil Bradshaw suggested dissolve KCDC and roll the funds into KIC. It would help them manage their funding. They can focus all their funds on KIC and the City can manage everything else internally with staff. Councilor Baird Gourlay said he doesn't think the list they are showing is up to date. He talked about the need in retail. He does not see the City as being the developer. He would be happy to continue working with the KCDC as much as he would like to work with ARCH. He would like to see us fund KIC. Mayor Nina Jonas thinks we need to come up with a strategy for housing. Councilor Michael David said he thinks City Administrator Suzanne Frick gave a great presentation on affordable housing but he doesn't think it's a good idea to get rid of an organization that can help us achieve those goals. He thinks they should put out an RFP and we should not get into the property management business.

Neil Bradshaw asked again for direction and support. He said they need clear direction. He is going to recommend to the board that they focus on KIC and only KIC until they get more direction for Council.

Councilor Jim Slanetz agreed that until there is money there isn't much more they can do. Jon Duvall said the budget is driving the agenda rather than the vision driving the agenda.

Councilor Anne Corrock followed up on the Mayors request for a five year plan for KIC.

Jon Duval invited the Mayor and Council to come by any time and meet all the companies.

Neil Bradshaw said they will prepare a business plan for KIC only. Councilor Baird Gourlay and Mayor Nina Jonas talked about Leadville and how to move forward. Mayor Nina Jonas would like to go out to RFP. City Administrator Suzanne Frick explained the RFP process. Jon Duvall agreed and said that if you want them to take on that role to please let them know. Mayor Nina Jonas asked for clarification from Jon Duval if he thinks that is feasible. He thinks it is very feasible. He is talking about 6th and Leadville.

He will bring the proposal forward tomorrow. Mayor Nina Jonas asked if it was brought to the URA. He said they were not empowered to do that. She said they will put it on the July 6th Agenda. Councilor Baird Gourlay said URA needs clear direction from this board to move forward. Councilor Baird Gourlay said it's either Michelle Griffith or KCDC who can bid on the RFP.

Neil Bradshaw thanked Mayor and Council for the conversation.

Councilor Anne Corrock asked for an updated priority list.

7. AGREEMENTS AND CONTRACTS.

a. **WaterSmart Software Proposal for Pilot Program – Robyn L. Mattison, Public Works Director/City Engineer.**

Public Works Director/City Engineer Robyn Mattison presented saying The City of Ketchum, Idaho and WaterSmart Software WaterSmart have entered into discussions about engaging in a pilot program to demonstrate the value of the WaterSmart Utility Analytics Dashboard and Customer Portal to water customers of the City of Ketchum. The pilot is intended to demonstrate the value of the WaterSmart platform to small utilities while reducing costs for the technology through the development of self-service interfaces and reduced customization.

Robyn Mattison explained that we would upload customer information and the customers would be able to log into an account and they would be able to see a history of usage. Provides water saving tips and estimate of how they would save if they implemented those tips. The technology applies analytic dashboard. This would be an opt in and she would be interested in rolling this out with the new water rate table. The cost will be \$10,000. This is a pilot program and after a year we would see what we want to see. Customers and the City will get a ton of information. We have the data but it will be packaged in another way. The data is ours. It will come out of the water enterprise fund.

Robyn Mattison said we would read meters every month as opposed to quarterly. She also said that the site has a 30 to 40% customer log in page. Councilor Baird Gourlay says he likes the software. Robyn Mattison said that after the first year there would be a monthly fee. At this time she did not know what the monthly fee was. Councilor Jim Slanetz would like the cost of the monthly fee.

Mayor Nina Jonas asked for a motion.

Motion to approve the agreement with Water Smart and ensure that it complies with Idaho Public Records Law.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael David, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

b. **Woodham Right-of-Way Encroachment Agreement – Robyn L. Mattison, Public Works Director/City Engineer.**

Public Works Director/City Engineer Robyn Mattison advised council that the applicant has submitted a Right-of-Way Encroachment Permit for improvements that have been made to the ROW. The applicant understands the extent of the improvements within the ROW and agrees to maintain said improvements. Applicant also understands the goals and objectives of the new ROW standards and that the city may make modifications within the ROW in the future.

Motion to approve the proposed Right-of-Way Encroachment Permit application by David Woodham and authorize the Mayor to sign a Right-of-Way Encroachment Agreement with said owner.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael David, Councilor
SECONDER:	Baird Gourlay, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

c. Basecamp Right-of-Way Encroachment Agreement – Robyn L. Mattison, Public Works Director/City Engineer

Public Works Director/City Engineer Robyn Mattison said the applicant has constructed ROW improvements conforming to the approved landscape plans. Improvements include natural fescue grass and an irrigation system. The applicant describes the improvements in the ROW. Basecamp went thru design review and building permit review.

Motion to approve the proposed Right-of-Way Encroachment Permit application by Peter Wolf and authorize the Mayor to sign a Right-of-Way Encroachment Agreement with said owner.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

d. Agreement with Simplot to Construct Multi-Use Path – Micah Austin, Planning and Building Director.

Planning & Building Director Micah Austin outlined the chain of events leading to the agreement. In January 2006, the City of Ketchum signed a Planned Unit Development Agreement with Simplot Ketchum Properties LLC for development of Blocks 65 and 66 of the Ketchum Townsite. This agreement stipulated that the developer was required to provide various public amenities including, among other things, sidewalks, parking, and a multi-use (“Bike Path”) path through a quadrant of the development. As part of the platting and subdivision process, an easement was dedicated to the City of Ketchum for the multi-use path and the developer committed to building the path according to the Development Agreement. At the same time, the bike path easement that existed in 2007 was vacated with the final plat, however there has been no effort to relocate the path to the new easement since the Development Agreement was recorded.

The agreement under consideration accomplishes the following:

- Relocates the segment of the multi-use path from the existing (unbuilt) easement across private property to the 3rd Avenue and 6th Street rights of way and requires Simplot Ketchum LLC to pay for all costs, including engineering, labor, materials, etc.
- Provides consent from the City of Ketchum to relocate and construct the multi-use path within the 3rd Avenue and 6th Street ROW, according to City Standards.
- Grants a license agreement from Simplot LLC to the City of Ketchum for use of the existing multi-use path until the path is relocated to the 3rd Avenue and 6th Street ROW.
- Requires installation of a temporary sidewalk along 2nd Avenue, according to the original Development Agreement.
- Requires amendments to the existing PUD when the sidewalk and multi-use path improvements are complete.
- Requires a plat amendment via a Lot Line Shift application to eliminate the existing easement for a multi-use path through the Simplot Subdivision.

Pam Morris, Idaho Mtn. Express questioned the rights-of-way and how it all happened. City Attorney, Susan Buxton responded. At that time there was question as to if the City had any rights to the right of way. It was determined that the city did not own it.

Motion to approve the agreement between Simplot Ketchum Properties LLC and the City of Ketchum, authorize the Mayor to sign the agreement, and direct staff to oversee and manage the agreement to its conclusion, as defined in the agreement.

RESULT:	ADOPTED
MOVER:	Baird Gourlay, Councilor
SECONDER:	Michael David, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay
NYES:	Jim Slanetz

e. Division of Building Safety Contract – Micah Austin, Planning and Building Director.

Planning & Building Director Micah Austin presented and proposed to renew the Contract for services with the Division of Building & Safety. The new contract has updates from 2011 contract with new hours 11am thru 5pm Monday – Friday. DBS will be expected to answer phone calls and have a calendar. It fixes errors and takes the City Clerk off as issuing permit. Micah Austin said the contract is very favorable to Ketchum. DBS asked for a larger portions on larger projects such as hotels. The changes are outlined in the packet. The termination section makes it very easy for us to terminate.

There were no comments or question from Council.

Motion to a move to approve the Building Code Services Agreement between the Idaho Division of Building Safety and the City of Ketchum and authorize the mayor to sign and execute the contract

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Anne Corrock, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay

f. Award of Contract to Nexlevel for Technology Evaluation – Suzanne Frick, City Administrator.

City Administrator Suzanne Frick said that the city would not function without technology. Our technology is outdated. We have redundant systems and departments are duplicating efforts. There is not an easy access to our data. Suzanne Frick would like to create systems that work for us today. We would like to see what systems we have that could be modified. Nextel is not associated with any software. This is strictly an assessment. She is asking for approval for the funding of this contract. Councilor Baird Gourlay questioned why we need to hire. Nexlevel said they are here to talk to staff and talk to council and see if we can use our current software and after interviewing staff there will be a master plan with a prioritized list of projects for over the next 5 years. The timeline is 15 to 16 weeks to complete this evaluation. Councilor Baird Gourlay clarified that this will be delivered in time for the budget. Suzanne Frick confirmed that we will have a place holder in the budget. This is not to exceed \$29,000 with an additional \$3,000 for travel.

Motion to approve the contract and authorize the Mayor to execute the contract with Nexlevel Technology Inc.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Michael David, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

g. Joint Defense Agreement and Scope of work for the Bigwood/Littlewood Water Call - Susan Buxton City Attorney.

City Attorney Susan Buxton explained that the City is involved with the Bigwood/Littlewood Water Call - There has been several meetings with the municipalities and local government entities to do some cost sharing. This agreement will allow legal counsel to work together. The only lawyer that will be paid is Susan Buxton. The work would be done by SPF Water Engineering. Susan Buxton believes it will be in the Cities best interest because of the confidentiality clause. The scope of work begins tomorrow morning at 9:30am. We do not have to go out to RFP for professional services. Mayor Nina Jonas questioned the cost sharing graph. The entities involved do not have any interest in other groups being

involved. There is a not to exceed amount. Councilor Baird Gourlay asked about the burden of proof. Attorney Susan Buxton said we have a burden of proof also. Susan Buxton said we are heavily in the process. The hearing is set for January of 2016. Concerns and issues will need to be discussed in Executive Session.

Pam Morris, Idaho Mountain Express suggested the City put together a press release explaining to the public the situation without divulging anything to do with the lawsuit.

Motion to approve the Joint Defense and Confidentiality Agreement and Scope of Work

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

8. ORDINANCES AND RESOLUTIONS.

a. Ordinance 1134 – Intermountain Gas Franchise (3rd Reading) – Stephanie Bonney, City Attorney.

City Attorney Susan Buxton presented saying the Ordinance has to be read 3 times and that the Council can read by title only. She recommends the approval of the ordinance after three readings. First reading was heard on May 4, 2015; the second reading was heard on May 18, 2015; and the third and final reading to be June 15, 2015. Pursuant to state statute, the ordinance cannot be adopted for at least 30 days after its introduction.

Intermountain Gas Representative David Nelson explained that only Intermountain Gas crews or a company that is certified can do the work.

Motion to adopt Ordinance No. 1134, an Ordinance of the city of Ketchum Granting to Intermountain Gas Company a Ten Year Non – Exclusive Franchise.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Slanetz, Councilor
SECONDER:	Baird Gourlay, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

b. Ordinance 1135 – Zoning Ordinance – Micah Austin, Planning the Building Director.

Motion to authorize the Mayor to read Ordinance 1135 by title only and waive the 2nd reading. Attorney Susan Buxton suggested to waive the reading of the ordinance in full and read by title only. Baird Gourlay, Councilor made motion to waive the 3 reading rule and read by title only.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Michael David, Councilor
ROLL VOTE:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

9. EXECUTIVE SESSION:

Motion to go into executive session pursuant to Idaho code 67-2345 1(a).

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jim Slanetz, Councilor
SECONDER: Anne Corrock, Councilor
AYES: Michael David, Anne Corrock, Jim Slanetz, Baird Gourlay

They went into Executive Session at 10:17 p.m.
Came out of Executive Session: 10:38 p.m.

10. ADJOURNMENT

Motion made to adjourn

RESULT: ADOPTED [UNANIMOUS]
MOVER: Councilor
SECONDER: Council President
AYES: Michael David, Anne Corrock, Jim Slanetz, Baird Gourlay

ADJOURNMENT

Councilor Jim Slanetz *motioned to adjourn at 10:40 p.m. seconded by Councilor Anne Corrock, motion passed unanimously.*

Nina Jonas
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"- "9449009999", "9910000000"- "9911810000"

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2171-2000 P/R TAXES PBL--STATE W/H			
STATE TAX COMMISSION	PR0626151	State Withholding Tax Pay Period: 6/26/2015	5,944.00
01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC			
III-A	PR0626151	Health Ins - Family Pay Period: 6/26/2015	12,327.56
III-A	PR0626151	Health Ins - Employee Pay Period: 6/26/2015	24,215.31
III-A	PR0626151	Health Ins - Employee + Spouse Pay Period: 6/26/2015	318.80
III-A	PR0626151	Health Ins - Employee + Spouse Pay Period: 6/26/2015	26,560.20
III-A	PR0626151	Health Ins - Family Pay Period: 6/26/2015	473.49
III-A	PR0626151	Health Ins - Family Pay Period: 6/26/2015	27,737.01
III-A	PR0626151	Health Ins - Employee + 1 Chld Pay Period: 6/26/2015	1,376.41
III-A	PR0626151	Health Ins - Employee + 2 Chld Pay Period: 6/26/2015	82.96
III-A	PR0626151	Health Ins - Employee + 2 Chld Pay Period: 6/26/2015	10,673.15
III-A	PR0626151	Health Ins - Family Pay Period: 6/26/2015	157.83
III-A	PR0626151	Health Ins - Family Pay Period: 6/26/2015	9,245.67
III-A	PR0626151	Health Ins - Family Pay Period: 6/26/2015	105.22
01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE			
AFLAC	PR0626151	AFLAC Pre-Tax Pay Period: 6/26/2015	690.15
AFLAC	PR0626151	AFLAC After-Tax Pay Period: 6/26/2015	143.95
01-2172-2000 P/R DEDUC PBL--LIFE & L.T.DISB			
LifeMap Billing	PR0626151	Long Term Disability Pay Period: 6/26/2015	1,189.97
NCPERS IDAHO	C376715 0720	Group Life Insurance Unit C376	64.00
01-2172-3000 P/R DEDUC PBL--DELTA DENTAL			
DELTA DENTAL PLAN OF IDAH	PR0626151	Dental Insurance - 1 Child Pay Period: 6/26/2015	49.61
DELTA DENTAL PLAN OF IDAH	PR0626151	Dental Insurance - Employee Pay Period: 6/26/2015	910.56
DELTA DENTAL PLAN OF IDAH	PR0626151	Dental Insurance - Spouse Pay Period: 6/26/2015	222.84
DELTA DENTAL PLAN OF IDAH	PR0626151	Dental Insurance - Spouse Pay Period: 6/26/2015	791.56
DELTA DENTAL PLAN OF IDAH	PR0626151	Dental Insurance - Family Pay Period: 6/26/2015	600.86
DELTA DENTAL PLAN OF IDAH	PR0626151	Dental Insurance - Family Pay Period: 6/26/2015	899.25
DELTA DENTAL PLAN OF IDAH	PR0626151	Dental Insurance - 2+ Child Pay Period: 6/26/2015	91.71
DELTA DENTAL PLAN OF IDAH	PR0626151	Dental Insurance - 2+ Child Pay Period: 6/26/2015	217.28
01-2173-3000 P/R DEDUC PBL--NATIONWIDE			
NATIONWIDE RETIREMENT SOL	PR0626151	0064-0017 Nationwide - 0064-0017 Pay Period: 6/26/2015	3,552.55
NATIONWIDE RETIREMENT SOL	PR0626151	0064-0017 Nationwide/Roth - 0064-0017 Pay Period: 6/26/2015	261.66
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR0626151	Child Support Pay Period: 6/26/2015	269.68
IDAHO DEPARTMENT OF LABO	PR0626151	Garnishments 2 Pay Period: 6/26/2015	291.82
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR0626151	Pioneer Federal Credit Union Pay Period: 6/26/2015	1,450.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR0626151	125 Medical Savings Pay Period: 6/26/2015	1,021.68
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR0626151	125 Dependant Care Pay Period: 6/26/2015	526.39
Total :			132,463.13

LEGISLATIVE & EXECUTIVE

01-4110-2400 WORKMEN'S COMPENSATION-CITY

STATE INSURANCE FUND	11726400 0715	Policy 311540	58.46
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Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	66043	Batteries	17.69
PITNEY BOWES - RESERVE ACC	403	Postage Meter Rental	41.24
01-4110-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	03024232	Council Meeting 5/18/15	32.50
ATKINSONS' MARKET	04008447	ACCT. 1856	31.45
PERRY'S	10719 040615	Council Meeting on 4/6/15	97.32
01-4110-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	11688	Computer Support	25.00
01-4110-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9747287917	ACCT. 365459737-00001	211.77
Total LEGISLATIVE & EXECUTIVE:			515.43
ADMINISTRATIVE SERVICES			
01-4150-2400 WORKMEN'S COMPENSATION-CITY			
STATE INSURANCE FUND	11726400 0715	Policy 311540	105.04
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ATKINSONS' MARKET	09495185	ACCT. 1856	45.00
ATKINSONS' MARKET	9006257	ACCT. 1856	37.50
COPY & PRINT, L.L.C.	65678	Office Supplies	9.50
COPY & PRINT, L.L.C.	65696	Office Supplies	25.57
COPY & PRINT, L.L.C.	66017	Office Supplies	3.37
COPY & PRINT, L.L.C.	66022	Toner	109.09
COPY & PRINT, L.L.C.	66030	Office Supplies	1.98
COPY & PRINT, L.L.C.	66043	Batteries	15.19
COPY & PRINT, L.L.C.	66136	Office Supplies	19.68
GREAT AMERICA LEASING COR	17125072	copier maintenance	77.85
INTEGRATED TECHNOLOGIES	24378	Copier Maintenance	55.00
INTEGRATED TECHNOLOGIES	24804	Copier Maintenance	15.88
INTEGRATED TECHNOLOGIES	24805	Copier Maintenance	37.21
PITNEY BOWES - RESERVE ACC	403	Postage Meter Rental	41.24
UNIFIED OFFICE SERVICES	203692	Office Supplies	45.05
01-4150-3310 STATE SALES TAX-GEN.GOV. & PAR			
STATE TAX COMMISSION	20989	Permit # 00020989 6/1/15 - 6/30/15	10.80
01-4150-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	65742	Caselle Support & Maintenance	522.00
KETCHUM COMPUTERS, INC.	11688	Computer Support	25.00
CROTTY, ROBIN	060815-061915	Temporary Work	1,305.00
SHRED-IT USA	9406074490	On-Site Shredding	62.54
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 0531	Account 10002196	1,043.80
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
IDAHO CITY CLERKS, TREASUR	062415	Dues for Sandra Cady & Patricia Bennett	14.00
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
ATKINSONS' MARKET	02022429	Wellness Screening	10.80
ATKINSONS' MARKET	04024937	Wellness Screening	57.47

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	86467178	ACCT. 86467178	2,000.00
SENTINEL FIRE & SECURITY, IN	1494	Service Call	60.83
SENTINEL FIRE & SECURITY, IN	3027	Monitoring Charge	20.00
SENTINEL FIRE & SECURITY, IN	3502	Monitoring Charge	84.00
SENTINEL FIRE & SECURITY, IN	986	Service Call	110.00
VERIZON WIRELESS, BELLEVUE	9747287917	ACCT. 365459737-00001	547.88
01-4150-5150 COMMUNICATIONS			
ACCELA	9928	Media Traq Monthly Subscription	475.00
LIBBY MAYNARD DESIGN	1451	Graphic Design	905.59
TAL ROBERTS PHOTOGRAPHY	302	Web and Print	200.00
JO MURRAY PUBLIC RELATION	854	Professional Services May 3-31, 2015	4,830.65
01-4150-5200 UTILITIES			
IDAHO POWER	2203855230 07	ACCT. 2203855230	57.95
INTERMOUNTAIN GAS	102495000014	acct. 102495000014	120.07
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
ATKINSONS' MARKET	03005990	ACCT. 1856	8.71
ATKINSONS' MARKET	03007100	ACCT. 1856	4.32
ATKINSONS' MARKET	04013240	URA Mtg & Supplies	39.17
WAXIE SANITARY SUPPLY	75343420	Bathroom & Cleaning Supplies	435.65
01-4150-7400 OFFICE FURNITURE & EQUIPMENT			
KASSNER, DAVE	10001	Reimbursement for bike for KPD	75.00
Total ADMINISTRATIVE SERVICES:			13,670.38
PLANNING & BUILDING			
01-4170-2400 WORKMEN'S COMPENSATION-CITY			
STATE INSURANCE FUND	11726400 0715	Policy 311540	552.10
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	65678	Office Supplies	45.98
COPY & PRINT, L.L.C.	66017	Office Supplies	6.74
GREAT AMERICA LEASING COR	17125072	Copier Maintenance June/July	285.40
GREAT AMERICA LEASING COR	17125072	reverse entry	285.40-
GREAT AMERICA LEASING COR	17125072	copier maintenance	155.70
INTEGRATED TECHNOLOGIES	24804	Copier Maintenance	31.77
INTEGRATED TECHNOLOGIES	24805	Copier Maintenance	74.43
PITNEY BOWES - RESERVE ACC	403	Postage Meter Rental	41.24
01-4170-4200 PROFESSIONAL SERVICES			
CROTTY, ROBIN	060815-061915	Temporary Work	60.00
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 0531	Account 10002196	787.79
01-4170-4970 TRAINING/TRAVEL/MTG-P&Z COMM			
ATKINSONS' MARKET	02560894	ACCT. 1856	22.97
ATKINSONS' MARKET	03020479	ACCT. 1856	23.78
Total PLANNING & BUILDING:			1,802.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
NON-DEPARMENTAL			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
CLEAR DIRECTION	06-15-237	Final Consulting Bill per agreement	500.00
PERRY'S	130001	Teambuilding Mtg.	18.00
Total NON-DEPARMENTAL:			518.00
POLICE			
01-4210-2400 WORKMEN'S COMPENSATION-CITY			
STATE INSURANCE FUND	11726400 0715	Policy 311540	50.17
01-4210-3200 OPERATING SUPPLIES			
PITNEY BOWES - RESERVE ACC	403	Postage Meter Rental	41.24
Total POLICE:			91.41
Total GENERAL FUND:			149,060.85
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-4200 PROFESSIONAL SERVICES			
SUN VALLEY EVENTS	551	Wagon Days Services - July	3,125.00
Total WAGON DAYS EXPENDITURES:			3,125.00
Total WAGON DAYS FUND:			3,125.00
STREET MAINTENANCE FUND			
04-3400-3600 BANNER FEES			
CARITAS CHORALE	060115	Refund for Banner Cancellation	100.00
Total :			100.00
STREET			
04-4310-2400 WORKMEN'S COMPENSATION-CITY			
STATE INSURANCE FUND	11726400 0715	Policy 311540	2,264.32
04-4310-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	03034183	Interviews	15.70
ATKINSONS' MARKET	03042280	Flowers for employee family member passing	44.82
ATKINSONS' MARKET	06015388	Supplies	22.53
ATKINSONS' MARKET	6015388	ACCT. 1856	22.53
ATKINSONS' MARKET	9006257	ACCT. 1856	37.50
CHATEAU DRUG CENTER	1388664	Supplies	53.18
CHATEAU DRUG CENTER	1389165	Key Made	3.09
CHATEAU DRUG CENTER	1389168	Cable Key Return	2.37
D AND B SUPPLY	42135	Uniforms -- Acct. 11044	81.87
PITNEY BOWES - RESERVE ACC	403	Postage Meter Rental	41.24
TREASURE VALLEY COFFEE IN	216004083770	COFFEE	41.85
TREASURE VALLEY COFFEE IN	216004100239	COFFEE	53.70
UNIFIED OFFICE SERVICES	203691	Office Supplies	10.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
04-4310-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	014-479070	supplies	32.33
D AND B SUPPLY	753922	Overpayment	2.97-
FASTENAL COMPANY	IDJER56167	Parts	415.26
LUTZ RENTALS	48417-	Rental Equipement	9.07
04-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	799376	ACCT. 67269	868.96
04-4310-4200 PROFESSIONAL SERVICES			
EXPRESS PUBLISHING, INC.	10002196 0531	Account 10002196	862.27
GALENA ENGINEERING, INC.	1318.158	Miscellaneous Small Jobs	123.75
04-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9747287917	ACCT. 365459737-00001	186.57
04-4310-5200 UTILITIES			
IDAHO POWER	0615	ACCT. 2204882910	143.74
IDAHO POWER	0615	ACCT. 2204882910	257.78
IDAHO POWER	0615	ACCT. 2204882910	21.44
INTERMOUNTAIN GAS	102495000014	acct. 102495000014	13.97
INTERMOUNTAIN GAS	102495000014	acct. 102495000014	54.92
INTERMOUNTAIN GAS	119369000011	acct. 119369000011	40.41-
04-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	818038	Parts & Supplies	207.95
RIVER RUN AUTO PARTS	653885942	Parts & Supplies	61.38
RIVER RUN AUTO PARTS	6538-86337	Parts & Supplies	216.35
RIVER RUN AUTO PARTS	6538-86840	Parts & Supplies	7.98
RIVER RUN AUTO PARTS	6538-86865	Parts & Supplies	46.09
RIVER RUN AUTO PARTS	6538-86878	Parts & Supplies	12.87
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
FERGUSON ENTERPRISES, INC.	1375842	Atinsons Park Well	25.62
FREIGHTLINER OF IDAHO	171579	#3 Truck Anti Freeze Change	211.50
NAPA AUTO PARTS	813620	Parts & Supplies	13.48
NAPA AUTO PARTS	815380	Parts & Supplies	21.99
NAPA AUTO PARTS	815545	Parts & Supplies	65.97
SILVER CREEK ELECTRIC, INC.	2926	Electrical Services	30.00
WESTERN STATES EQUIPMENT	TU61927	Parts	288.40
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400424994	ACCT. 241076800	37.60
AMERIPRIDE LINEN	2400426829	ACCT. 241076800	84.15
AMERIPRIDE LINEN	2400428670	ACCT. 241076800	37.60
CENTRAL DRUG SYSTEM, INC.	245651	Random Processing Fee	204.50
NORCO	16086513	ACCT. 53271	233.92
NORCO	16086513.1	ACCT. 53271	3.84
SENTINEL FIRE & SECURITY, IN	890	Annual Fire Alarm Inspection	150.00
04-4310-6920 SIGNS & SIGNALIZATION			
A.C. HOUSTON LUMBER CO.	014-481930	supplies	27.78
COLOR HAUS, INC.	164772	Paint Supplies	8.96
ECONO SIGNS LLC	10-921627	Signage	1,221.58
ECONO SIGNS LLC	10-921729	Signage	505.03
ECONO SIGNS LLC	10-922469	Signage	141.08
ECONO SIGNS LLC	10-922478	Signage	163.62

Vendor Name	Invoice Number	Description	Net Invoice Amount
04-4310-6930 STREET LIGHTING			
IDAHO POWER	0615	ACCT. 2204882910	602.20
IDAHO POWER	0615	ACCT 2204882910	10.32
IDAHO POWER	0615	ACCT. 2204882910	111.70
IDAHO POWER	0615	ACCT. 2204882910	10.32
IDAHO POWER	0615	ACCT 2204882910	10.32
IDAHO POWER	0615	ACCT. 2204882910	55.30
IDAHO POWER	2200059315 06	ACCT. 2200059315	5.35
IDAHO POWER	22005067860 0	ACCT. 2200506786	6.93
IDAHO POWER	2201174667 06	ACCT 2201174667	7.75
IDAHO POWER	2202627564 06	ACCT. 2202627564	20.28
IDAHO POWER	2203027632 06	ACCT. 2203027632	6.03
IDAHO POWER	2205963446 06	ACCT. 2205963466	76.49
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	014-482691	supplies	6.80
A.C. HOUSTON LUMBER CO.	014-483390	supplies	10.18
BIG WOOD LANDSCAPE, INC.	5740	Sod Installation	341.71
BIG WOOD LANDSCAPE, INC.	6088	Paver Repair	450.00
BIG WOOD LANDSCAPE, INC.	6108	Paver Repair	2,605.20
BIG WOOD LANDSCAPE, INC.	6109	Paver Repair	360.00
D AND B SUPPLY	42135	ACCT. 11044	116.99
IDAHO HYDROJETTING	4740	Cleaning City drains, drywells, & catch basins	400.00
IDAHO TRAFFIC SAFETY INC	17415	Road Striping	21,363.67
LAKESIDE INDUSTRIES	13001071MB	EZ St. Bags	250.00
LAKESIDE INDUSTRIES	13001075MB	ASPHALT	416.76
LUTZ RENTALS	47772-1	Rental Equipment	63.18
LUTZ RENTALS	48150-0	Rental Equipment	112.50
LUTZ RENTALS	48242-1	Supplies	66.53
MERRICK CONSTRUCTION, INC.	10795	Curb & Gutter with integral color 4th street	12,920.00
ROAD WORK AHEAD CONST. SU	TS-1026	Traffic Control	961.88
Total STREET:			51,018.37
Total STREET MAINTENANCE FUND:			51,118.37
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-2400 WORKMEN'S COMPENSATION-CITY			
STATE INSURANCE FUND	11726400 0715	Policy 311540	1,861.44
10-4230-2900 PERFORMANCE AWARDS			
ATKINSONS' MARKET	05012015	ACCT. 1841	80.05
ATKINSONS' MARKET	4020987	ACCT. 1841	6.20
ATKINSONS' MARKET	4021171	ACCT. 1841	11.87
10-4230-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11276438	Shop Towels	12.50
ATKINSONS' MARKET	03016085	ACCT. 1841	11.24
ATKINSONS' MARKET	03018502	ACCT. 1841	12.35
BACKWOODS MOUNTAIN SPOR	010299715	Zip Care	11.56
C.W. NIELSEN MFG. CORPORATI	8163	Supplies	85.00
CHATEAU DRUG CENTER	1385189	Supplies	3.80
COPY & PRINT, L.L.C.	65678	Office Supplies	9.50
COPY & PRINT, L.L.C.	66017	Office Supplies	3.37
DAVIS EMBROIDERY	24801	Embroidery Services	114.71

Vendor Name	Invoice Number	Description	Net Invoice Amount
EASY PACK INC	174966	Shipping	26.26
GREAT AMERICA LEASING COR	17125072	copier maintenance	77.85
INTEGRATED TECHNOLOGIES	24804	Copier Maintenance	15.88
INTEGRATED TECHNOLOGIES	24805	Copier Maintenance	37.21
L.N. CURTIS & SONS	3155778-00	Fire Helmets with Google	1,046.22
L.N. CURTIS & SONS	3159941-00	Supplies	76.40
L.N. CURTIS & SONS	3159941-01	Supplies	65.31
L.N. CURTIS & SONS	3159942-00	leather gloves	42.41
L.N. CURTIS & SONS	3159942-01	Supplies	148.76
PITNEY BOWES - RESERVE ACC	403	Postage Meter Rental	20.62
TCS UNIFORM AND APPAREL	OE00116636	Cloth Nametapes	10.75
TCS UNIFORM AND APPAREL	OE00119110	Tactical Fleece	54.98
UNIFIED OFFICE SERVICES	204054	Office Supplies	9.37
UPS STORE #2444	23155	Shipping	7.63
UPS STORE #2444	MMN7FR5K5	Shipping	10.05
10-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	798074	ACCT. 37267	130.89
UNITED OIL	799374	ACCT. 37267	155.48
10-4230-4200 PROFESSIONAL SERVICES			
PROGRESSIVE INTELLIGENCE T	00001269	Support Contract Renewal	3,335.00
VIRTUAL IT, INC.	6590	Systems Engineer	68.75
10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG			
LUTZ RENTALS	47813-1	Rental Equipment - extrication class	29.37
10-4230-4903 TRAINING/TRVL/MTG-ASST FIRE CH			
ELLE, MICHAEL	060115	FDIC - Reimbursement for Early Registration	305.00
10-4230-5100 TELEPHONE & COMMUNICATIONS			
UNITED COMMUNICATIONS CO	807223	Supplies	248.01
VERIZON WIRELESS, BELLEVUE	9747319803	ACCT. 765494480-0001	87.87
10-4230-5900 REPAIR & MAINTENANCE-BUILDINGS			
PLATT	H004811	Parts & Supplies	18.34
WEIDNER FIRE	108807	Filter Replacements	92.89
10-4230-6000 REPAIR & MAINT--AUTOMOTOVE EQU			
CHATEAU DRUG CENTER	1391385	Vehicle Repair	3.80
10-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
FIRE SERVICES OF IDAHO	012408	Services to Fire Extinguishers	22.22
L.N. CURTIS & SONS	3160026-00	Supplies	378.00
L.N. CURTIS & SONS	3160027-00	Credit memo for returned supplies	693.00-
RESSA'S SHOE SERVICE	253411	Chief 1's Boots	56.98
10-4230-6910 OTHER PURCHASED SERVICES			
EMERGENCY REPORTING	2015-0457	Fire & EMS Combo package	177.41
FOREST SERVICE	052715	Incident Communications Tech	103.50
MTE COMMUNICATIONS	056983-0615	DSL Line	17.30
Total FIRE & RESCUE:			8,411.10
Total FIRE & RESCUE FUND:			8,411.10
AMBULANCE SERVICE FUND			

Vendor Name	Invoice Number	Description	Net Invoice Amount
AMBULANCE SERVICE			
14-4260-2400 WORKMEN'S COMPENSATION-CITY			
STATE INSURANCE FUND	11726400 0715	Policy 311540	2,983.39
14-4260-2900 PERFORMANCE AWARDS			
ATKINSONS' MARKET	05012015	ACCT. 1841	80.04
ATKINSONS' MARKET	4020987	ACCT. 1841	6.20
ATKINSONS' MARKET	4021171	ACCT. 1841	11.87
14-4260-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11276438	Shop Towels	12.50
ATKINSONS' MARKET	03016085	ACCT. 1841	11.23
ATKINSONS' MARKET	03018502	ACCT. 1841	12.34
ATKINSONS' MARKET	07005905	ACCT. 1856	9.38
BACKWOODS MOUNTAIN SPOR	010299715	Zip Care	11.56
BOUNDTREE MEDICAL	8183378	Supplies	375.51
C.W. NIELSEN MFG. CORPORATI	8163	Supplies	85.00
CHATEAU DRUG CENTER	1385189	Supplies	3.79
DAVIS EMBROIDERY	24801	Embroidery Services	114.71
EASY PACK INC	174966	Shipping	26.26
L.N. CURTIS & SONS	3159941-00	Supplies	76.40
L.N. CURTIS & SONS	3159942-00	leather gloves	42.41
L.N. CURTIS & SONS	3159942-01	Supplies	148.75
MOORE MEDICAL CORPORATIO	82769933 1	Supplies	655.32
NORCO	16046876	ACCT. 54794	93.14
NORCO	16071089	ACCT. 54794	101.64
NORCO	16086435	ACCT. 52355	31.68
NORCO	16087388	ACCT. 54794	238.08
PITNEY BOWES - RESERVE ACC	403	Postage Meter Rental	20.62
PRAXAIR/WHITMORE	52968653	Operating Supplies	47.28
ST. LUKES - WOOD RIVER MEDI	INO6094	Acct. 342 - Pharmacy & Medical Supplies	376.85
ST. LUKES - WOOD RIVER MEDI	INO6094	Reverse Entry - Wrong Vendor	376.85-
TCS UNIFORM AND APPAREL	OE00116636	Cloth Nametapes	10.75
TCS UNIFORM AND APPAREL	OE00119110	Tactical Fleece	54.97
UNIFIED OFFICE SERVICES	204054	Office Supplies	9.37
UPS STORE #2444	23155	Shipping	7.62
UPS STORE #2444	MMN7FR5K5	Shipping	10.04
ST. LUKES HEALTH SYSTEM	IN06094	ACCT. 342 - Medical Supplies	376.85
14-4260-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	798074	ACCT. 37267	130.89
UNITED OIL	799374	ACCT. 37267	257.86
14-4260-4200 PROFESSIONAL SERVICES			
PROGRESSIVE INTELLIGENCE T	00001269	Support Contract Renewal	3,335.00
VIRTUAL IT, INC.	6590	Systems Engineer	68.75
14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG			
LUTZ RENTALS	47813-1	Rental Equipment - extrication class	29.36
ST. LUKES - WOOD RIVER MEDI	3445	AcLS skills check off	16.00
WITTHAR, MIKE	060215	BLS for Healthcare Provider	72.00
14-4260-4903 TRAINING/TRVL/MTG-ASST FIRE CH			
ELLE, MICHAEL	060115	FDIC - Reimbursement for Early Registration	305.00
14-4260-5100 TELEPHONE & COMMUNICATIONS			
UNITED COMMUNICATIONS CO	807223	Supplies	248.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
VERIZON WIRELESS, BELLEVUE	9747319803	ACCT. 765494480-0001	109.02
14-4260-5900 REPAIR & MAINTENANCE-BUILDINGS			
PLATT	H004811	Parts & Supplies	18.34
WEIDNER FIRE	108807	Filter Replacements	92.88
14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
CHATEAU DRUG CENTER	1391385	Vehicle Repair	3.79
14-4260-6100 REPAIR & MAINT--MACHINERY & EQ			
FIRE SERVICES OF IDAHO	012408	Services to Fire Extinguishers	22.22
RESSA'S SHOE SERVICE	253411	Chief 1's Boots	56.97
14-4260-6910 OTHER PURCHASED SERVICES			
EMERGENCY REPORTING	2015-0457	Fire & EMS Combo package	177.40
FOREST SERVICE	052715	Incident Communications Tech	103.50
MTE COMMUNICATIONS	056983-0615	DSL Line	17.29
Total AMBULANCE SERVICE:			10,732.97
Total AMBULANCE SERVICE FUND:			10,732.97
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-2400 WORKMEN'S COMPENSATION-CITY			
STATE INSURANCE FUND	11726400 0715	Policy 311540	2,184.42
18-4510-3100 OFFICE SUPPLIES & POSTAGE			
OFFICE VALUE	0571874-0001	Office Supplies	5.79
OFFICE VALUE	0571874-0001	DUPLICATE ENTRY	5.79
OFFICE VALUE	0571874-001	Office Supplies	5.79
PITNEY BOWES - RESERVE ACC	403	Postage Meter Rental	41.24
18-4510-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-483036	supplies	24.90
ATKINSONS' MARKET	03037758	ACCT. 1861	36.04
ATKINSONS' MARKET	03522541	ACCT. 1861	9.99
CHATEAU DRUG CENTER	1390165	Supplies for 1st Aid for Mt. Bikes	15.00
CHATEAU DRUG CENTER	1392659	Supplies	48.20
CHATEAU DRUG CENTER	1396186	Supplies	6.64
GEM STATE PAPER & SUPPLY	949370-00	Supplies	401.35
NORCO	16057935	ACCT . AK902	224.13
SYSCO	608575559	Concession & Supplies	61.05
SYSCO	608676617	Concession & Supplies	240.13
18-4510-3250 RECREATION SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-483011	supplies	3.38
ATKINSONS' MARKET	03041986	Staff Training	29.22
KEARNEY, JOHN	060315	Entry Fee C Gates Golf Tournament	150.00
KEY, DORAN	060315	costco order of radios	83.18
MOSS GARDEN CENTER	125201	WMG - Gardening Class	42.69
WEBB LANDSCAPING	30715	Acct. CIT002 - Gardening Supplies	64.36
WEBB LANDSCAPING	30724	Acct. CIT002 - Gardening Supplies	35.47
WEBB LANDSCAPING	30751	Acct. CIT002 - Gardening Supplies	31.78
WEBB LANDSCAPING	30782	Acct. CIT002 - Gardening Supplies	41.30
WEBB LANDSCAPING	30803	Acct. CIT002 - Gardening Supplies	38.40

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-3280 YOUTH GOLF			
IDAHO SUNSHINE MEDIA	344	B & W Ad 3x11	461.34
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	03037758	ACCT. 1861	12.86
ATKINSONS' MARKET	03522541	ACCT. 1861	14.33
SYSCO	607454927	Coffee	68.10
SYSCO	608447130	Concession & Supplies	312.49
SYSCO	608575559	Concession & Supplies	361.79
SYSCO	608620972	Concession & Supplies	114.38
SYSCO	608676617	Concession & Supplies	386.99
18-4510-3310 STATE SALES TAX-PARK			
STATE TAX COMMISSION	20989	Permit # 00020989 6/1/15 - 6/30/15	1,001.13
18-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	799375	ACCT. 37268	570.47
UNITED OIL	800666	ACCT. 37268	261.66
18-4510-4200 PROFESSIONAL SERVICES			
CLEAR CREEK DISPOSAL	858822	ACCT. 56339	50.00
INTEGRATED TECHNOLOGIES	24344	Copier Maintenance	43.99
KETCHUM COMPUTERS, INC.	11671	Monthly Maintenance/Malware removal/Repair Java	405.00
SENTINEL FIRE & SECURITY, IN	2744	Monitoring Charge	90.00
18-4510-4210 PROFESSIONAL SERVICE-CITY TREES			
ARBOR CARE	32480	Tree Maintenance	180.00
ARBOR CARE	32481	Tree Maintenance	95.00
ARBOR CARE	32482	Tree Maintenance	485.00
ARBOR CARE	32483	Tree Maintenance	225.00
ARBOR CARE	32909	Atkinson Park - Tree Maintenance	1,400.00
ARBOR CARE	32910	Forest Service Park - Tree Maintenance	270.00
ARBOR CARE	32913	Hemingway Elem - Tree Maintenance	440.00
ARBOR CARE	32914	City Corridor/Sidwalks - Tree Maintenance	1,015.00
ARBOR CARE	32915	Lucy Loken Park - Tree Maintenance	160.00
ARBOR CARE	32916	261 7th St. - Tree Inspection	100.00
18-4510-4220 PROF.SERV-CITY BEAUTIFICATION			
MOSS GARDEN CENTER	124319	Plants	177.49
MOSS GARDEN CENTER	124321	Compost	35.96
MOSS GARDEN CENTER	124905	Plants	65.47
MOSS GARDEN CENTER	125476	Supplies for Garden	57.57
MOSS GARDEN CENTER	126144	Supplies for Garden	6.38
WEBB LANDSCAPING	31035	Acct CIT 002 Plants	267.75
18-4510-4410 ADVERTISING & PUBLICATIONS			
LIBBY MAYNARD DESIGN	1451	Graphic Design for Event Notice	200.00
18-4510-5200 UTILITIES			
IDAHO POWER	061015	ACCT. 2203313446	5.35
IDAHO POWER	2201272487 07	ACCT. 2201272487	36.08
IDAHO POWER	2203538992 07	ACCT 220358992	72.28
IDAHO POWER	2206452274 07	ACCT. 2206452274	349.32
INTERMOUNTAIN GAS	102495000014	acct. 102495000014	19.52
INTERMOUNTAIN GAS	115345000018	acct. 115345000018	84.95
INTERMOUNTAIN GAS	807350253157	acct. 807350253157	4.14

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
CAR DOCTOR	8324	Vehicle Repairs	248.40
CAR DOCTOR	8326	Vehicle Repairs	1,199.80
RIVER RUN AUTO PARTS	6538-86245	Parts & Supplies	59.95
18-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	014-485456	parts	2.94
SAWTOOTH WOOD PRODUCTS, I	000090309	Parts & Supplies	119.60
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	014-478948	supplies	8.89
A.C. HOUSTON LUMBER CO.	014-479294	supplies	6.97
A.C. HOUSTON LUMBER CO.	014-482427	supplies	6.45
A.C. HOUSTON LUMBER CO.	014-483497	Concrete Foundations	23.70
CHATEAU DRUG CENTER	1389370	Supplies	7.59
CHATEAU DRUG CENTER	1391761	Supplies	5.22
CHATEAU DRUG CENTER	1393230	Supplies	14.24
CHATEAU DRUG CENTER	1393233	Supplies	.79
CHATEAU DRUG CENTER	1394780	Supplies	15.17
LUTZ RENTALS	48126-1	Rental Equipment	43.42
LUTZ RENTALS	48328-1	Art on 4th	23.76
LUTZ RENTALS	48469-1	Rental Equipment	13.78
MOSS GARDEN CENTER	125965	Supplies for Garden	11.98
PETPICKUPS.COM	37228	Bare Bone Mitts	1,928.49
PIPECO, INC.	S2130981.001	Supplies	17.00
PIPECO, INC.	S2132168.001	parts	17.54
PIPECO, INC.	S2132585.001	Supplies	3.15
PIPECO, INC.	S2133144.001	streetscape	7.12
PIPECO, INC.	S2134696.001	Corner Sun Valley & Main	6.45
PIPECO, INC.	S2134855.001	Corner Sun Valley & Main	5.53
PIPECO, INC.	S2137039.001	parts	13.20
PIPECO, INC.	S2138308.001	returned Part	13.20-
PIPECO, INC.	S2138544.001	Supplies	17.00
PIPECO, INC.	S2140204.001	Supplies	16.76
RIVER RUN AUTO PARTS	6538-86814	Supplies	3.15
WEBB LANDSCAPING	30970	Acct. CIT002 - BPC TSQ Sculpture	23.96
WEBB LANDSCAPING	38602	Acct. CIT002 - Gardening Supplies	39.99
Total PARKS AND RECREATION:			17,624.24
Total PARKS AND RECREATION FUND:			17,624.24
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-2400 WORKMEN'S COMPENSATION-CITY			
STATE INSURANCE FUND	11726400 0715	Policy 311540	150.78
22-4910-6060 EVENTS/PROMOTIONS			
COMMUNITY LIBRARY	060815	Hemingway Festival _ KEC Sponsorship	2,500.00
KETCHUM/SUN VALLEY ROTAR	062215	Ketchum Events Commission	1,705.00
PRESS PRINT HOUSE	535	City Event - Pump Park Skate Championship	942.50
SAWTOOTH BREWERY	060815	Sawtooth Brewery Octoberfest - KEC Sponsorship	2,500.00
TRAILING OF THE SHEEP	090414	City Event Sponsorship	5,000.00
WILL CALDWELL PRODUCTION	060815	Town Square Tunes/Kech Alive/Jazz	13,000.00
WOOD RIVER VALLEY STUDIO	060815	Wood River Studio Tour KEC Sponsorship	2,500.00
REBECCA'S PRIVATE IDAHO	060815	KEC Sponsorship	2,500.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	4315	Monthly Payment	45,833.33
Total ORIGINAL LOT TAX:			76,631.61
Total ORIGINAL LOT FUND:			76,631.61
WATER FUND			
WATER EXPENDITURES			
63-4340-2400 WORKMEN'S COMPENSATION-CITY			
STATE INSURANCE FUND	11726400 0715	Policy 311540	976.24
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	403	Postage Meter Rental	41.24
UNIFIED OFFICE SERVICES	203222	Office Supplies	2.71
UNIFIED OFFICE SERVICES	203691	Office Supplies	10.00
63-4340-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	24004004792	ACCT. 241076900	42.81
AMERIPRIDE LINEN	2400415801	ACCT. 241076901	21.41
AMERIPRIDE LINEN	2400426817	ACCT. 241021000	103.30
AMERIPRIDE LINEN	2400426818	ACCT. 241076901	21.41
AMERIPRIDE LINEN	2400426819	ACCT. 241076900	75.85
BROOKS WELDING	10528	Supplies	1.60
CHATEAU DRUG CENTER	1392278	Supplies	11.38
CHATEAU DRUG CENTER	1395013	Supplies	36.91
GO-FER-IT	48700	Shipping Services	13.00
TREASURE VALLEY COFFEE IN	2160-04057791	COFFEE	84.15
USA BLUEBOOK	669640	Uniforms	116.47
63-4340-3250 LABORATORY/ANALYSIS			
MAGIC VALLEY LABS, INC.	52022	Testing	80.00
63-4340-3400 MINOR EQUIPMENT			
USA BLUEBOOK	666225	freight	16.00
USA BLUEBOOK	666225	Uniforms	59.44
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	799378	ACCT. 37271	290.79
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E243242	Chemicals	474.00
GEM STATE WELDERS SUPPLY,I	E243312	Chemicals	243.00
GEM STATE WELDERS SUPPLY,I	E243455	Chemicals	243.00
63-4340-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	65742	Caselle Support & Maintenance	522.00
EXPRESS PUBLISHING, INC.	10002196 0531	Account 10002196	2,114.97
INTERMOUNTAIN GAS	102495000014	acct. 102495000014	26.67
ZIONS BANK PUBLIC FINANCE	061215	Water User Rate Analysis	625.00
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO BUREAU OF OCCUPATIO	060515	License Exam for Gio Tognoni	62.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715195	ACCT. 2087250715195B	326.69

Vendor Name	Invoice Number	Description	Net Invoice Amount
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103B	47.60
COX COMMUNICATIONS	0012401205188	ACCT. 001 2401 205188001	69.15
VERIZON WIRELESS, BELLEVUE	9747195716	ACCT. 9654944.8-00001	14.91
VERIZON WIRELESS, BELLEVUE	9747195716	ACCT. 9654944.8-00001	14.91
VERIZON WIRELESS, BELLEVUE	9747288054	ACCT. 365516521-00001	102.88
63-4340-5200 UTILITIES			
DIG LINE	0051748-IN	Locates	131.30
IDAHO POWER	2202458903 06	ACCT. 2202458903	64.75
IDAHO POWER	2206786259 07	ACCT. 2206786259 overpayment	5.30-
INTERMOUNTAIN GAS	102495000014	acct. 102495000014	2.62
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
NAPA AUTO PARTS	817700	Parts & Supplies	34.99
NAPA AUTO PARTS	817724	Parts & Supplies	16.14
RIVER RUN AUTO PARTS	6538-86344	Supplies	8.50
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	014486148	parts	19.98
ASSOCIATED CONSTRUCTION S	15-324	Bigwood Well #4	3,184.43
MOSS GARDEN CENTER	123680	Plants	161.05
PIPECO, INC.	S2101097.001	Booster Station	2.18
PIPECO, INC.	S2107609.001	Supplies	40.60
PLATT	G303096	Northwood CL2 Aniz	20.80
RIVER RUN AUTO PARTS	6538-86069	Parts & Supplies	5.28
RIVER RUN AUTO PARTS	6538-86650	Parts & Supplies	4.32
SHERWIN-WILLIAMS CO.	0786-6	Supplies	6.58
Dick York's Auto Service	65317	Towing service	65.00
63-4340-7800 CONSTRUCTION			
LUNCEFORD EXCAVATION, INC.	6113	Asphalt Patch	2,785.00
LUNCEFORD EXCAVATION, INC.	6127	Asphalt Patch	1,485.00
LUNCEFORD EXCAVATION, INC.	6134	Excavation - 100 Spur Lane	1,932.16
LUNCEFORD EXCAVATION, INC.	6137	Excavation	1,354.80
LUNCEFORD EXCAVATION, INC.	6141	Road mix	239.98
PIPECO, INC.	S2112376.001	Supplies	54.55
PIPECO, INC.	S2113945.001	Credit for returned supplies	34.11-
PIPECO, INC.	S2115201.001	Supplies	9.18
USA BLUEBOOK	666225	freight	16.00
USA BLUEBOOK	666225	Uniforms	249.95
Total WATER EXPENDITURES:			18,747.22
Total WATER FUND:			18,747.22
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7650 WATER METERS			
FERGUSON ENTERPRISES, INC.	0611527	Supplies	5,599.32
FERGUSON ENTERPRISES, INC.	0611566	Parts & Supplies	3,790.00
64-4340-7800 CONSTRUCTION			
LUNCEFORD EXCAVATION, INC.	6094	Excavation	14,235.00
Total WATER CIP EXPENDITURES:			23,624.32

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER CAPITAL IMPROVEMENT FUND:			23,624.32
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2400 WORKMEN'S COMPENSATION-CITY			
STATE INSURANCE FUND	11726400 0715	Policy 311540	1,800.84
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	403	Postage Meter Rental	41.24
UNIFIED OFFICE SERVICES	203691	Office Supplies	9.99
UNIFIED OFFICE SERVICES	203911	Office Supplies	72.06
65-4350-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400415801	ACCT. 241076901	1.00
AMERIPRIDE LINEN	2400415801	ACCT. 241076901	20.40
AMERIPRIDE LINEN	2400426818	ACCT. 241076901	20.40
AMERIPRIDE LINEN	2400426818	ACCT. 241076901	1.00
ATKINSONS' MARKET	03007214	ACCT. 1856	54.88
ATKINSONS' MARKET	04009123	ACCT. 1856	19.00
ATKINSONS' MARKET	04399309	ACCT. 1856	34.11
CHATEAU DRUG CENTER	1396731	Supplies	9.49
McMASTER-CARR SUPPLY CO.	32611457	Parts & Supplies	39.51
TREASURE VALLEY COFFEE IN	216004091766	COFFEE	219.50
UPS STORE #2444	MMN7FR552Y	Shipping	9.82
UPS STORE #2444	MMN7FR5714	Shipping	11.05
UPS STORE #2444	MMN7FR5D13	Shipping	63.48
UPS STORE #2444	MMN7FR5E6	Shipping	24.61
UPS STORE #2444	MMN7FR5EX	Shipping	14.50
UPS STORE #2444	MMN7FR5G59	Shipping	9.82
UPS STORE #2444	MMN7FR5GP6	Shipping	9.80
UPS STORE #2444	MMN7FR5MF	Shipping	9.80
UPS STORE #2444	MMN7FR5MO	Shipping	11.05
UPS STORE #2444	MMN7FR5W6	Shipping	11.02
UPS STORE #2444	MMN7FR5XS4	Shipping	9.30
65-4350-3400 MINOR EQUIPMENT			
L.L. GREEN'S HARDWARE	A389123	Tools for Shop	17.99
PLATT	H035913	Supplies	107.34
65-4350-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E243062	Chemicals	90.00-
GEM STATE WELDERS SUPPLY,I	E243132	Chemicals	750.00
GEM STATE WELDERS SUPPLY,I	E243456	Chemicals	474.00
GEM STATE WELDERS SUPPLY,I	E243544	Chemicals	243.00
GEM STATE WELDERS SUPPLY,I	E243660	Chemicals	243.00
NORTH CENTRAL LABORATORI	357143	Lab Supplies	853.10
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	27112	Supplies	2,219.02
CASELLE, INC.	65742	Caselle Support & Maintenance	522.00
CENTRAL DRUG SYSTEM, INC.	245651	Random Processing Fee	53.50
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
DAIGH, DAN	061815	License Exam Fees	92.00
DAIGH, DAN	062515	License Exam Fees	62.00
IDAHO BUREAU OF OCCUPATIO	0605015	Exam Application for Jeff Leamon	62.00
IDAHO BUREAU OF OCCUPATIO	0605015	Exam Application for Jeff Verst	62.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO BUREAU OF OCCUPATIO	062215	License Renewals for Jeff Vert	150.00
MUMMERT, MICK	062415	Training for OXARC Confined Space	60.00
VERT, JEFF	062215	License Renewal for Jeff Vert	150.00
VERT, JEFF	062215	Entered wrong vendor	150.00-
VERT, JEFF	070915	Training Expenses	30.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 06	ACCT. 208-725-8953 402B	47.60
COX COMMUNICATIONS	0012401205188	ACCT. 001 2401 205188001	69.15
VERIZON WIRELESS, BELLEVUE	9747195716	ACCT. 9654944.8-00001	93.74
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 61	ACCT. 2202158701	6,383.08
IDAHO POWER	2202703357 07	ACCT. 2202703357	46.01
IDAHO POWER	2206786259 07	ACCT. 2206786259 overpayment	5.29-
INTERMOUNTAIN GAS	102495000014	acct. 102495000014	29.02
INTERMOUNTAIN GAS	102495000014	acct. 102495000014	4.15
INTERMOUNTAIN GAS	102495000014	acct. 102495000014	8.42
INTERMOUNTAIN GAS	102495000014	acct. 102495000014	2.61
INTERMOUNTAIN GAS	102495000014	acct. 102495000014	2.06
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
NAPA AUTO PARTS	817329	Return	36.00-
NAPA AUTO PARTS	817700	Parts & Supplies	34.99
RIVER RUN AUTO PARTS	6538-86344	Supplies	8.49
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	014-478925	supplies	16.67
A.C. HOUSTON LUMBER CO.	014-479113	supplies	44.03
A.C. HOUSTON LUMBER CO.	014-480769	supplies	86.87
A.C. HOUSTON LUMBER CO.	014-483406	Returned supplies	16.44-
A.C. HOUSTON LUMBER CO.	014-485155	parts	6.12
A.C. HOUSTON LUMBER CO.	014-485324	parts	6.44
McMASTER-CARR SUPPLY CO.	31025853	Supplies	27.49
MOSS GARDEN CENTER	125163	Supplies for Garden	16.19
MOSS GARDEN CENTER	125163	Supplies for Garden	48.59
MOSS GARDEN CENTER	125315	Supplies for Garden	86.37
PLATT	H003407	Credit	37.54-
PLATT	H097845	Parts & Supplies	21.72
WEBB LANDSCAPING	30994	Acct CIT003 Garden Supplies	51.95
WOOD RIVER WELDING, INC.	160776	Services	70.00
WOODRIVER ELECTRONICS	10132299	Supplies	8.98
FLEXIM AMERICAS CORPORATI	ARA.15-0823	Parts & Service	8,700.36
FLEXIM AMERICAS CORPORATI	GSA.15-0219	Credit	650.00-
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
AMERIPRIDE LINEN	2400426817	ACCT. 241021000	18.23
COX COMMUNICATIONS	0012401205188	ACCT. 001 2401 205188001	24.40
PIPECO, INC.	S2128386.001	Supplies	43.41
TREASURE VALLEY COFFEE IN	216004091766	COFFEE	16.95
VERIZON WIRELESS, BELLEVUE	9747195716	ACCT. 9654944.8-00001	41.65
65-4350-7800 CONSTRUCTION			
IDAHO CONCRETE COMPANY	3791548	River Ranch Rd. "Piggyback" concrete	130.60
Total WASTEWATER EXPENDITURES:			23,889.69

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WASTEWATER FUND:			23,889.69
PARKS/REC DEV TRUST FUND			
93-3700-7200 JAZZ IN THE PARK			
WILL CALDWELL PRODUCTION	060815	Jazz in the Park Trust Fund	4,500.00
93-3700-7300 KETCH'EM ALIVE			
WILL CALDWELL PRODUCTION	060815	Ketch'em Alive Trust Fund	5,690.86
Total :			10,190.86
PARKS/REC TRUST EXPENDITURES			
93-4900-6800 KETCHUM ARTS COMMISSION			
SIDES, MOLLY	060115	Artist - July 18th performance	500.00
MCHUGH, TERESA	060815	Art on Fourth - Artist Stipend	700.00
Total PARKS/REC TRUST EXPENDITURES:			1,200.00
Total PARKS/REC DEV TRUST FUND:			11,390.86
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			
94-4900-8044 T.JENSEN-ROW CURB/GUTTER BOND			
JENSEN, THERESA	0060515	Refund Security Deposit	20,023.03
94-4900-8048 411 EAST 6TH ST LLC-LNDSP SEC			
JORDAN, SCOTT	061115	Refund Security Deposit	6,442.63
94-4900-8049 JARVIS GROUP-121 BADGER LN-DEM			
JARVIS, JANET	070215	Security Refund for demolition of 121 Badger Lane	15,000.37
Total DEVELOPMENT TRUST EXPENDITURES:			41,466.03
Total DEVELOPMENT TRUST FUND:			41,466.03
Grand Totals:			435,822.26

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9449009999", "9910000000"- "9911810000"

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council for 2015-16</u>
Town Square Tavern	X		X			5/18/15
Warfield Restaurant	X	X			X	5/18/15
Rickshaw	X		X			6/1/15
Globus Restaurant	X				X	6/15/15
Wonderful House	X		X			6/15/15
Grill at Knob Hill	X				X	6/15/15
Cristina's Restaurant	X	X	X	X		6/15/15
The Casino Club	X				X	6/15/15
Lefty's Bar & Grill	X	X	X			6/15/15
Bigwood Grill	X				X	7/6/15
Apples Bar & Grill	X		X			7/6/15
Desperados	X		X			7/6/15
KB's	X		X			7/6/15
Mountain View Grocery		X		X		7/6/15
Evergreen Restaurant		X		X		7/6/15
Enoteca	X		X			7/6/15
Barbara's Party Rental		X		X		7/6/15
River Run Lodge	X				X	7/6/15
Warm Springs Restaurant	X				X	7/6/15
Ketchum Grill	X	X	X	X		7/6/15
Base Camp Warm Springs		X		X		7/6/15
Il Naso	X		X			7/6/15
JC Perfect Roast Chicken & Pasta	X		X			7/6/15
Fox Creek Wines	X	X	X	X		7/6/15
Mama Inez	X		X			7/6/15
Cornerstone Bar & Grill	X				X	7/6/15
Java on Fourth	X		X			7/6/15

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2015 - July 31, 2016

The undersigned a Corporation __, Partnership __, Individual __, does hereby make application for a license to sell during the year 2015-2016, the following:

1.	BEER LICENSE	Fee	
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$	200.00 186.68
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$	50.00
2.	WINE LICENSE		
	<input type="checkbox"/> Wine, to be consumed on premises:	\$	200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$	200.00
3.	LIQUOR LICENSE		
	<input checked="" type="checkbox"/> Liquor by the drink	\$	560.00 186.68
		Total Due:	\$ <u>253.36</u>

STATE LICENSE NO. 4011 COUNTY LICENSE NO. _____ (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant Apples Inc DBA: Bigwood Grill
 D/B/A Bigwood Grill
 Mailing Address Bx 4445 Ketchum
 Phone Number 208 309 1004

Physical Address of business where license will be displayed 124 Saddle Road Ketchum
 Record owner of the property _____

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? No

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes No

If Applicant Is A Partnership or Corporation: Is the corporation authorized to do business in Idaho? Yes (If a corporation, attach list of names and addresses)

Hank Minor PWS Bx 4445 Ketchum

If a partnership, give the names and addresses of all partners: _____

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature] Relation to Business owner

Subscribed and sworn to before me this 25 day of June, 15.

Kathleen Schwab-Seubinger
Notary Public or City Clerk or Deputy

License Fee Received \$ 253.36

License No. 50414 A

Approved by City of Ketchum, ID _____ By _____ Mayor

July 6, 15

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2015 - July 31, 2016

The undersigned a Corporation __, Partnership __, Individual __, does hereby make application for a license to sell during the year 2015-2016, the following:

1.	BEER LICENSE	Fee	
	<input type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$	200.00 83.35
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$	50.00
2.	WINE LICENSE		
	<input type="checkbox"/> Wine, to be consumed on premises:	\$	200.00 83.35
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$	200.00
3.	LIQUOR LICENSE		
	<input type="checkbox"/> Liquor by the drink	\$	560.00
		Total Due:	\$ 1166.70

STATE LICENSE NO. _____ COUNTY LICENSE NO. _____ (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant Apples Inc.
D/B/A Apples Bar & Grill
Mailing Address Bx 4445 Ketchum
Phone Number 208 309 1004

Physical Address of business where license will be displayed Apples
Record owner of the property Hank Minor

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? X NO

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes ___ No X

If Applicant Is A Partnership or Corporation: Yes
Is the corporation authorized to do business in Idaho? Yes (If a corporation, attach list of names and addresses)
Hank Minor PRUS Bx 4445

If a partnership, give the names and addresses of all partners: _____

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature] Relation to Business Owner

Subscribed and sworn to before me this 25 day of June, 15

Kathleen Schwabbenberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 1166.70

License No. 20A

Approved by City of Ketchum, ID _____ By _____ Mayor
July 6, 15

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2015 - July 31, 2016

The undersigned a Corporation, Partnership, Individual, does hereby make application for a license to sell during the year 2015-2016, the following:

- | | | |
|------------|---|------------------|
| 1. | BEER LICENSE | Fee |
| | <input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises | \$ 200.00 |
| | <input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises | \$ 50.00 |
| 2. | WINE LICENSE | |
| | <input checked="" type="checkbox"/> Wine, to be consumed on premises: | \$ 200.00 |
| | <input type="checkbox"/> Wine, NOT to be consumed on premises: | \$ 200.00 |
| 3. | LIQUOR LICENSE | |
| | <input type="checkbox"/> Liquor by the drink | \$ 560.00 |
| Total Due: | | \$ <u>400.00</u> |

STATE LICENSE NO. 3892 COUNTY LICENSE NO. _____ (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant JAMES FRANK
 D/B/A DESPERADO INC
 Mailing Address BOX 1644
 Phone Number 726-3060

Physical Address of business where license will be displayed 211 Fourth St.
 Record owner of the property JAMES FRANK

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? NO

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes ___ No

If Applicant Is A Partnership or Corporation: Is the corporation authorized to do business in Idaho? YES (If a corporation, attach list of names and addresses)

JAMES FRANK CHRISTOPHER FRANK
If a partnership, give the names and addresses of all partners: _____

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant JAMES FRANK Relation to Business OWNER

Subscribed and sworn to before me this 26 day of JUNE, 2015
Kathleen Schwabinger
Notary Public or City Clerk or Deputy

License Fee Received \$ 400 K.S.
License No. 39A

Approved by City of Ketchum, ID _____ By _____ Mayor
July 6, 15

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho Year Applying for August 1, 2014 - July 31, 2015
The undersigned a Corporation, Partnership, Individual, does hereby make application for a license to sell during the year 2014-2015, the following:
X Limited Liability Company

Table with 3 columns: License Type, Description, Fee. Includes BEER LICENSE (Draft/Bottled/Canned), WINE LICENSE (Consumed/Not Consumed on premises), and LIQUOR LICENSE (By the drink). Total Due: \$200.00

STATE LICENSE NO. COUNTY LICENSE NO. (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant;

Name of Applicant: Serva Group LLC
D/B/A: KB's
Mailing Address: PO Box 912, Hailey, Idaho 83333
Phone Number: 208-928-6955

Physical Address of business where license will be displayed: 260 N. Main St., Ketchum, ID 83340

Record owner of the property: San Antonio Center LLC

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? No

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes No

If Applicant Is A Partnership or Corporation: Company
Is the corporation authorized to do business in Idaho? Limited Liability (If a corporation, attach list of names and addresses)
See attached.

If a partnership, give the names and addresses of all partners:

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant: JAVIER SERVA
Javier Serva Arca
Relation to Business: Member

Subscribed and sworn to before me this 27 day of May, 2015
Brittani Haas
Notary Public or City Clerk or Deputy

License Fee Received \$ 200 KS.

License No. 250A

Approved by City of Ketchum, ID

July 6, 15



By Mayor

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2015 - July 31, 2016

The undersigned a Corporation __, Partnership __, Individual __, does hereby make application for a license to sell during the year 2015-2016, the following:

	Fee
1. BEER LICENSE	
__ Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
X Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2. WINE LICENSE	
Wine, to be consumed on premises:	\$ 200.00
X Wine, NOT to be consumed on premises:	\$ 200.00
3. LIQUOR LICENSE	
__ Liquor by the drink	\$ 560.00
Total Due:	\$ 250.00

STATE LICENSE NO. _____ COUNTY LICENSE NO. _____ (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant Grocery Express, Inc.
D/B/A Mountain View Grocery
Mailing Address 618 B 2nd Av. N. Hailey, ID 83333
Phone Number 208-726-5878

Physical Address of business where license will be displayed 12728 Hwy 75 Ketchum
Record owner of the property Dave Wendland & Dawn Wendland

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? no

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes __ No X

If Applicant Is A Partnership or Corporation:

Is the corporation authorized to do business in Idaho? yes (If a corporation, attach list of names and addresses)

Dave Wendland, POB 790, Hailey; Dawn Wendland 618 B 2nd Av. N, Hailey

If a partnership, give the names and addresses of all partners: _____

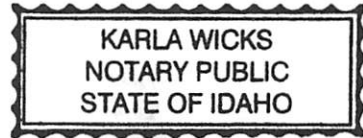
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature] Relation to Business owner

Subscribed and sworn to before me this 8 day of June, 15.

Karla Wicks
Notary Public or City Clerk or Deputy My Commission expires 10-27-20

License Fee Received \$ 250 KS
License No. 543A



Approved by City of Ketchum, ID _____ By _____ Mayor
July 6th, 15.

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE

To the City Council, Ketchum, Idaho Year Applying for August 1
The undersigned a Corporation , Partnership , Individual , does hereby make application following:

I will send copies of the state and county licenses when I receive them.
Judy Webb
309-0240

- 1. **BEER LICENSE**
 Draft or Bottled or Canned Beer, to be consumed on premises
 Bottled or Canned Beer, NOT to be consumed on premises
- 2. **WINE LICENSE**
 Wine, to be consumed on premises;
 Wine, NOT to be consumed on premises;
- 3. **LIQUOR LICENSE**
 Liquor by the drink

STATE LICENSE NO. _____ COUNTY LICENSE NO. _____ (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant EVERCHANGE, INC.

D/B/A EVERGREEN RESTAURANT

Mailing Address PO Box 2560, SUN VALLEY, ID 83353

Phone Number 208-309-0240

Physical Address of business where license will be displayed 491 E. 10TH ST., UNIT A-11-U, KETCHUM

Record owner of the property LIPTON 1, LLC

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? _____

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes No

If Applicant Is A Partnership or Corporation:

Is the corporation authorized to do business in Idaho? YES (If a corporation, attach list of names and addresses)

JACK THORNTON), P.O. Box 2560, SUN VALLEY, ID 83353 - PRESIDENT

If a partnership, give the names and addresses of all partners: _____

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

X Applicant [Signature] Relation to Business PRESIDENT

Subscribed and sworn to before me this 10TH day of JUNE, 2015

Kathleen Schwabinger
Notary Public or City Clerk or Deputy

License Fee Received \$ 250 K.S.

License No. 37A

Approved by City of Ketchum, ID _____ By _____ Mayor

July 6, 15

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho Year Applying for August 1, 2015 - July 31, 2016
The undersigned a Corporation __, Partnership __, Individual __, does hereby make application for a license to sell during the year 2015-2016, the following:

- 1. BEER LICENSE
Draft or Bottled or Canned Beer, to be consumed on premises \$ 200.00
Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
2. WINE LICENSE
Wine, to be consumed on premises: \$ 200.00
Wine, NOT to be consumed on premises: \$ 200.00
3. LIQUOR LICENSE
Liquor by the drink \$ 560.00
Total Due: \$ 400-

STATE LICENSE NO. COUNTY LICENSE NO. (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law.
The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant LUNA LLC
D/B/A Enoteca
Mailing Address P.O. Box 3515 Ketchum ID 83340
Phone Number 208 928 6280
Physical Address of business where license will be displayed 300 N. Main Unit 101 Ketchum
Record owner of the property JACK LANE

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? No

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes No

If Applicant Is A Partnership or Corporation:
Is the corporation authorized to do business in Idaho? Yes (If a corporation, attach list of names and addresses)

If a partnership, give the names and addresses of all partners:
Anne and Scott MASON P.O. Box 3515 Ketchum ID 83340

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882) City of Ketchum, Idaho, Blaine County.

Applicant Scott Mason Relation to Business Shareholder

Subscribed and sworn to before me this day of

Notary Public or City Clerk or Deputy

License Fee Received \$ 400 KS

License No. 1550A

Approved by City of Ketchum, ID July 6, 15. By Mayor

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2015 - July 31, 2016

The undersigned a Corporation __, Partnership __, Individual __, does hereby make application for a license to sell during the year 2015-2016, the following:

- 1. **BEER LICENSE**
 - Draft or Bottled or Canned Beer, to be consumed on premises \$ 200.00
 - Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
 - 2. **WINE LICENSE**
 - Wine, to be consumed on premises: \$ 200.00
 - Wine, NOT to be consumed on premises: \$ 200.00
 - 3. **LIQUOR LICENSE**
 - Liquor by the drink \$ 560.00
- Total Due: \$ 250.00

STATE LICENSE NO. 3336 COUNTY LICENSE NO. _____ (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant BARBARA AMICK
 D/B/A BARBARA'S PARTY RENTALS
 Mailing Address Box 1829 SV ID 83353
 Phone Number 208-726-3778

Physical Address of business where license will be displayed 231 NORTHWOOD WAY SUITE B-500
 Record owner of the property 4911 AD LLC BARBARA AMICK, CAROL & JOHN DONOHUE

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? NO

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes No

If Applicant Is A Partnership or Corporation: Is the corporation authorized to do business in Idaho? YES (If a corporation, attach list of names and addresses)

BARBARA AMICK Box 323 SUN VALLEY ID 83353
MARK SMITH Box 2678 KETCHUM, ID 83340

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Barbara Amick Relation to Business PRESIDENT, OWNER

Subscribed and sworn to before me this _____ day of _____.

Kathleen Schwabinger
Notary Public or City Clerk or Deputy

License Fee Received \$ 250KS

License No. 281A

Approved by City of Ketchum, ID _____ By _____ Mayor

July 6, 15

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2015 - July 31, 2016

The undersigned a Corporation , Partnership __, Individual __, does hereby make application for a license to sell during the year 2015-2016, the following:

- | | | | |
|----|---|------------|------------------|
| 1. | BEER LICENSE | Fee | |
| | <input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises | \$ | 200.00 |
| | <input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises | \$ | 50.00 |
| 2. | WINE LICENSE | | |
| | <input type="checkbox"/> Wine, to be consumed on premises: | \$ | 200.00 |
| | <input type="checkbox"/> Wine, NOT to be consumed on premises: | \$ | 200.00 |
| 3. | LIQUOR LICENSE | | |
| | <input checked="" type="checkbox"/> Liquor by the drink | \$ | 560.00 |
| | | Total Due: | \$ <u>760.00</u> |

STATE LICENSE NO. _____ COUNTY LICENSE NO. _____ (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant Sun Valley Company
 D/B/A River Run Lodge
 Mailing Address P.O. Box 10, Sun Valley, ID 83353
 Phone Number 622-4111

Physical Address of business where license will be displayed 500 River Run Plaza
 Record owner of the property Sun Valley Resorts

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? NO

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes __ No

If Applicant Is A Partnership or Corporation:

Is the corporation authorized to do business in Idaho? Yes (If a corporation, attach list of names and addresses)

Please See Attached

If a partnership, give the names and addresses of all partners: _____

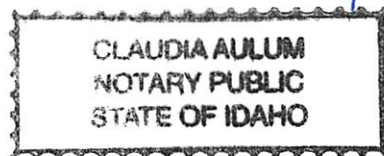
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature]

Relation to Business Vice President / General Mgr.

Subscribed and sworn to before me this 31st day of June 2015.

[Signature]
Notary Public or City Clerk or Deputy Ketchum, ID Comm. expires 2/4/2019



License Fee Received \$ 760 K S

License No. 1339A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 10, 15

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2015 - July 31, 2016

The undersigned a Corporation Partnership , Individual , does hereby make application for a license to sell during the year 2015-2016, the following:

- | | | |
|------------|---|------------------|
| 1. | BEER LICENSE | Fee |
| | <input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises | \$ 200.00 |
| | <input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises | \$ 50.00 |
| 2. | WINE LICENSE | |
| | <input type="checkbox"/> Wine, to be consumed on premises: | \$ 200.00 |
| | <input type="checkbox"/> Wine, NOT to be consumed on premises: | \$ 200.00 |
| 3. | LIQUOR LICENSE | |
| | <input checked="" type="checkbox"/> Liquor by the drink | \$ 560.00 |
| Total Due: | | \$ <u>760.00</u> |

STATE LICENSE NO. _____ COUNTY LICENSE NO. _____ (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. _____
The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant Sun Valley Company
 D/B/A Warm Springs Lodge
 Mailing Address P.O. Box 10, Sun Valley, ID 83353
 Phone Number 209-622-9111

Physical Address of business where license will be displayed 201 Picabo Street
 Record owner of the property Sun Valley Resorts

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? NO

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes No

If Applicant Is A Partnership or Corporation:
Is the corporation authorized to do business in Idaho? Yes (If a corporation, attach list of names and addresses)

Please See Attachments

If a partnership, give the names and addresses of all partners: _____

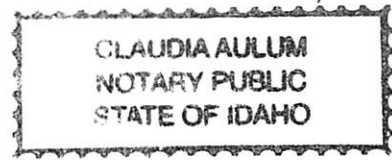
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature]

Relation to Business Vice President/General Mgr.

Subscribed and sworn to before me this 8th day of June 2015.

[Signature]
Notary Public or City Clerk or Deputy Ketchum, ID
Comm. Expires 2/21/2015



License Fee Received \$ 760 KS

License No. 49A

Approved by City of Ketchum, ID July 6, 15

By _____ Mayor

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2015 - July 31, 2016

The undersigned a Corporation , Partnership , Individual , does hereby make application for a license to sell during the year 2015-2016, the following:

1.	BEER LICENSE	Fee
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	WINE LICENSE	
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input checked="" type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	LIQUOR LICENSE	
	<input type="checkbox"/> Liquor by the drink	\$ 560.00
Total Due:		\$ _____

STATE LICENSE NO. _____ COUNTY LICENSE NO. _____ (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant Richkor Inc
 D/B/A ketchum Grill
 Mailing Address P.O. Box 205 Ketchum ID 83346
 Phone Number 208 726 4660
 Physical Address of business where license will be displayed 520 EAST AVE N. Ketchum ID
 Record owner of the property Richard L. Stone

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? No

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes No

If Applicant Is A Partnership or Corporation:
 Is the corporation authorized to do business in Idaho? yes (If a corporation, attach list of names and addresses)
Anne & Scott MASON P.O. Box 3515 Ketchum ID 83346

If a partnership, give the names and addresses of all partners: _____

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Scott Mason Relation to Business Shareholder

Subscribed and sworn to before me this _____ day of _____, _____.

Kathleen Schwabbenberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 650 KS

License No. 122A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 6, 15

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho Year Applying for August 1, 2015 - July 31, 2016
The undersigned a Corporation [checked], Partnership [], Individual [], does hereby make application for a license to sell during the year 2015-2016, the following:

Table with 3 columns: License Type, Description, Fee. Includes BEER LICENSE (Draft/Bottled/Canned), WINE LICENSE (on premises/not on premises), and LIQUOR LICENSE (by the drink). Total Due: \$

STATE LICENSE NO. 14883 COUNTY LICENSE NO. 8 (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant BASE CAMP WARM SPRINGS LLC
D/B/A

Mailing Address 600 N. MAIN ST. HAILEY ID 83333

Phone Number 208 721 3454

Physical Address of business where license will be displayed 980 WARM SPRINGS RD, KETCHUM ID 83340

Record owner of the property DUSTAN WENDLAND

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? NO

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes [] No [checked]

If Applicant Is A Partnership or Corporation: Is the corporation authorized to do business in Idaho? YES (If a corporation, attach list of names and addresses)

IDAHO REGISTERED LLC, ONE MEMBER: DUSTAN WENDLAND 600 N. MAIN ST. HAILEY ID 83333

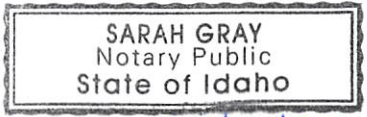
If a partnership, give the names and addresses of all partners:

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature] Relation to Business OWNER

Subscribed and sworn to before me this 12th day of June, 2015

[Signature] Notary Public or City Clerk or Deputy



License Fee Received \$ 250 K S

License No. 11682 A

Approved by City of Ketchum, ID July 6, 15.

By Mayor

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2014 - July 31, 2015

The undersigned a Corporation __, Partnership __, Individual __, does hereby make application for a license to sell during the year 2015-2016, the following:

- 1. **BEER LICENSE**
 - Draft or Bottled or Canned Beer, to be consumed on premises \$ 200.00
 - Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
- 2. **WINE LICENSE**
 - Wine, to be consumed on premises: \$ 200.00
 - Wine, NOT to be consumed on premises: \$ 200.00
- 3. **LIQUOR LICENSE**
 - Liquor by the drink \$ 560.00

Total Due: \$ 400

STATE LICENSE NO. _____ COUNTY LICENSE NO. _____ (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant;

Name of Applicant Oscar LLC

D/B/A Ev Naso

Mailing Address PO Box 1318, Ketchum ID 83340

Phone Number (208) 726-7776

Physical Address of business where license will be displayed 480 Washington Ave, Ketchum ID 83340

Record owner of the property JAMES FOSTER (Oscar LLC); KIM JONES (Building)

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? NO

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes __ No X

If Applicant Is A Partnership or Corporation:

Is the corporation authorized to do business in Idaho? Yes as LLC (If a corporation, attach list of names and addresses)

If a partnership, give the names and addresses of all partners: James Foster, 2917 FLUAMMA AVE Anchorage, AK 99517 (sole member of the LLC)

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature]

Relation to Business owner

Subscribed and sworn to before me this 18 day of JUNE, 2015

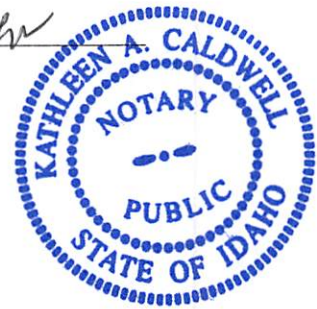
[Signature]
Notary Public or City Clerk or Deputy

License Fee Received \$ 400KS

License No. 21A

Approved by City of Ketchum, ID [Signature]

By _____ Mayor



July 6, 15

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho Year Applying for August 1, 2015 - July 31, 2016
The undersigned a Corporation __, Partnership __, Individual __, does hereby make application for a license to sell during the year 2015-2016, the following:

- 1. BEER LICENSE
Draft or Bottled or Canned Beer, to be consumed on premises \$ 200.00
Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
2. WINE LICENSE
Wine, to be consumed on premises: \$ 200.00
Wine, NOT to be consumed on premises: \$ 200.00
3. LIQUOR LICENSE
Liquor by the drink \$ 560.00
Total Due: \$ 400 -

STATE LICENSE NO. 12441 COUNTY LICENSE NO. (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant JC Perfect Roast + Chicken + Pasta LLC
D/B/A Jhonys Peruvian Cuisine
Mailing Address PO Box 3321 Ketchum, ID 83340
Phone Number 208-721-7983
Physical Address of business where license will be displayed 200 E 6th street Ketchum ID 83340
Record owner of the property Wilber J. Gomero

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? NO

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes __ No X

If Applicant Is A Partnership or Corporation:

Is the corporation authorized to do business in Idaho? YES (If a corporation, attach list of names and addresses)

Wilber J. Gomero PO Box 3321 Ketchum, ID 83340

If a partnership, give the names and addresses of all partners:

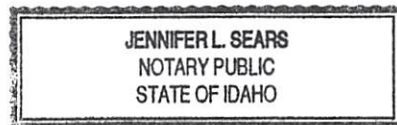
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882) City of Ketchum, Idaho, Blaine County.

Applicant [Signature] Relation to Business OWNER

Subscribed and sworn to before me this 17 day of June, 2015

Jennifer L. Sears
Notary Public or City Clerk or Deputy

MY COMMISSION EXPIRES: July 2, 2019



License Fee Received \$ 400.00 KS

License No. 1965A

Approved by City of Ketchum, ID By Mayor

July 6, 15

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2015 - July 31, 2016

The undersigned a Corporation , Partnership __, Individual __, does hereby make application for a license to sell during the year 2015-2016, the following:

	Fee
1. BEER LICENSE	
<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2. WINE LICENSE	
<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
<input checked="" type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3. LIQUOR LICENSE	
<input type="checkbox"/> Liquor by the drink	\$ 560.00
Total Due:	\$ <u>650.00</u>

STATE LICENSE NO. 16355 COUNTY LICENSE NO. 7 (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant Fox Creek Realty, LLC
D/B/A FOX CREEK WINES
Mailing Address PO Box 739 Ketchum, ID 83340
Phone Number 208-720-4342

Physical Address of business where license will be displayed 220 East Ave. Ketchum
Record owner of the property Tom Campion

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? NO

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes __ No

If Applicant Is A Partnership or Corporation:
Is the corporation authorized to do business in Idaho? yes (If a corporation, attach list of names and addresses)

If a partnership, give the names and addresses of all partners: Attached

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Mayer & LPL Relation to Business Owner

Subscribed and sworn to before me this ___ day of _____, _____.

Kathleen Schwabenberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 650.00 K.S.

License No. 17421A

Approved by City of Ketchum, ID ___ By _____ Mayor

July 6, 15

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2015 - July 31, 2016

The undersigned a Corporation __, Partnership __, Individual __, does hereby make application for a license to sell during the year 2015-2016, the following:

1.	BEER LICENSE	Fee	
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$	200.00
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$	50.00
2.	WINE LICENSE		
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$	200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$	200.00
3.	LIQUOR LICENSE		
	<input type="checkbox"/> Liquor by the drink	\$	560.00
		Total Due:	\$ <u>400</u>

STATE LICENSE NO. _____ COUNTY LICENSE NO. _____ (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law.

The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant Hernandez Foods LLC

D/B/A Mama Inez

Mailing Address PO Box 278 Hailey, ID 83333

Phone Number 208-726-0125

Physical Address of business where license will be displayed 210 N. Main St. Ketchum

Record owner of the property Casino Inc.

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? No

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes No

If Applicant Is A Partnership or Corporation:

Is the corporation authorized to do business in Idaho? LLC - yes (If a corporation, attach list of names and addresses)

member manager - Correne Vert - 317 S. 3rd St. Bellevue Id

If a partnership, give the names and addresses of all partners: _____

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Correne A Vert Relation to Business owner

Subscribed and sworn to before me this 12 day of June, 15.

Kathleen Schwab Beninger
Notary Public or City Clerk or Deputy

License Fee Received \$ 400 KS

License No. 1412A

Approved by City of Ketchum, ID _____ By _____ Mayor

July 6, 15

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho Year Applying for August 1, 2015 - July 31, 2016
The undersigned a Corporation __, Partnership __, Individual __, does hereby make application for a license to sell during the year 2015-2016, the following:

- 1. BEER LICENSE
Draft or Bottled or Canned Beer, to be consumed on premises \$ 200.00
Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
2. WINE LICENSE
Wine, to be consumed on premises: \$ 200.00
Wine, NOT to be consumed on premises: \$ 200.00
3. LIQUOR LICENSE
Liquor by the drink \$ 560.00
Total Due: \$ 760.00

STATE LICENSE NO. COUNTY LICENSE NO. (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant CORNERSTONE BAR AND GRILL, INC
D/B/A CORNERSTONE BAR AND GRILL
Mailing Address P O Box 4979, KETCHUM, ID 83340
Phone Number 208-928-7777

Physical Address of business where license will be displayed 211 MAIN ST, KETCHUM
Record owner of the property WESTCORNER REALTY VENTURES, LLC

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? No

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes No X

If Applicant Is A Partnership or Corporation:
Is the corporation authorized to do business in Idaho? YES (If a corporation, attach list of names and addresses)

If a partnership, give the names and addresses of all partners: MEG & ERIK VORM, PO Box 421, KETCHUM, ID 83340
WILLIAM WEIDNER, 5458 DAYNA CT, NEW ORLEANS, LA 70124

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature] Relation to Business for CBG, Inc by its President

Subscribed and sworn to before me this 23rd day of June, 15.

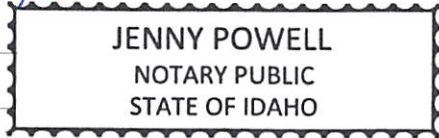
[Signature]
Notary Public or City Clerk or Deputy

License Fee Received \$ 760.00 K.S.

License No. 1284A

Approved by City of Ketchum, ID

July 6, 15



By Mayor

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho Year Applying for August 1, 2015 - July 31, 2016
The undersigned a Corporation [checked], Partnership, Individual, does hereby make application for a license to sell during the year 2015-2016, the following:

- 1. BEER LICENSE
[checked] Draft or Bottled or Canned Beer, to be consumed on premises \$ 200.00
[] Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
2. WINE LICENSE
[checked] Wine, to be consumed on premises: \$ 200.00
[] Wine, NOT to be consumed on premises: \$ 200.00
3. LIQUOR LICENSE
[] Liquor by the drink \$ 560.00
Total Due: \$ 400.00

STATE LICENSE NO. 11966 COUNTY LICENSE NO. (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant Wake up & Live, INC
D/B/A Java on fourth
Mailing Address P.O. Box 1028, Hailey ID 83333
Phone Number (208) 578-7999

Physical Address of business where license will be displayed 191 4th St. Ketchum, ID 83340
Record owner of the property Julie Driver & Bill Smith

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? No

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes No [X]

If Applicant Is A Partnership or Corporation:

Is the corporation authorized to do business in Idaho? YES (If a corporation, attach list of names and addresses)

Todd A. Rippo - PO Box 1028 Hailey, ID 83333

If a partnership, give the names and addresses of all partners:

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Todd A. Rippo Relation to Business PRESIDENT

Subscribed and sworn to before me this 9 day of June, 2015

Cecilia Gonzalez
Notary Public or City Clerk or Deputy

License Fee Received \$ 400KS

License No. 54A

Approved by City of Ketchum, ID

July 16, 15



By Mayor



City of Ketchum
City Hall

July 6, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation To Authorize the Mayor to Execute a Joint Powers Agreement with the City of Sun Valley, City of Hailey, City of Bellevue, and Blaine County to Provide Multimodal Public Transportation Services in Blaine County Through the Mountain Rides Transportation Authority.

Introduction/History

In October of 2007 the City of Ketchum entered into a Joint Powers Agreement with the City of Sun Valley, the City of Hailey, the City of Bellevue, the City of Carey, and Blaine County to maintain an Authority Board to procure, establish, operate, maintain and plan for a multimodal public transportation system in and between the corporate limits of said cities and county, and outside of Blaine County to counties with commuters traveling to Blaine County. In September 2011 the Agreement was extended until October 7, 2015.

Current Report

The current Joint Powers Agreement will expire on October 7, 2015 unless a new Agreement is approved. This report presents a revised Agreement and recommends the City Council authorize the Mayor to sign the Agreement. The new Agreement would be effective until October 2019. Changes have been made the previous Agreement; those changes are outlined in Attachment A. A red-lined version of the agreement is Attachment B and the proposed Agreement is Attachment C. Mountain Rides is proposing to change the termination clause giving the city until April 1 to decide to terminate for the following fiscal year. That is very early in the budget process and the recommendation of the city attorney is to allow termination at any time subject to a six month notice.

Financial Requirement/Impact

The Joint Powers Agreement states the authority shall annually adopt a budget and in that budget it is anticipated that Ketchum will continue with financial support through its Local Option Tax. In the proposed FY 15-16 Budget, \$550,000 is allocated from the LOT Fund to support Mountain Rides.

Recommendation

I respectfully recommend that the City Council approve the Joint Powers Agreement to provide multimodal public transportation services in Blaine County and authorize the Mayor to sign it.



MEMO

Date: June 24, 2015
To: Ketchum City Council
From: Jason Miller, Executive Director
RE: Renewal of Mountain Rides' Joint Powers Agreement

The Mountain Rides Joint Powers Agreement is coming up for renewal this October. In the past two months, the Mountain Rides board has developed and is recommending several updates to the Joint Powers Agreement document.

These changes include:

1. The vision, mission and goals have been removed from the document, as these are sometimes updated more often than the JPA document. Now there is just a reference to the fact that Mountain Rides has guiding statements and goals.
2. The JPA is being extended for another 4 year term to run Oct 1, 2015 through Sept 30, 2016.
3. The current JPA states that no individual that has a relationship with a company that has a contract with Mountain Rides can be a Board member. This could conceivably mean that if MR enters into a contract, no matter how small, and even if the conflict is disclosed and the person recuses themselves from voting, that Board member would have to resign. Mountain Rides has deleted this language and now simply states that board members need to follow the adopted conflict of interest policy.
4. The current JPA states that Mountain Rides *must* follow the advice of Wood River Rideshare when selecting the Director at large. (Section 2(D) of the 2007 agreement). Mountain Rides has changed this to say that Mountain Rides "will solicit nominations from a variety of organizations that it deems appropriate and have an interest in multi-modal transportation." The process for evaluating these nominations will be detailed in an addition to the Mountain Rides' by-laws.
5. It is not clear from the JPA what the term of office is for the Director at large. The section addressing term length, Section 3 of the 2007 agreement, recites all of the other Director positions except for the "at large" position. Mountain Rides should state that term is 3 years and that the current incumbent seat will come up for renewal in October of 2016. We have also updated all the board seat language to state exactly when current board seats come up for reappointment, based on the original staggering of terms that was established in the 2007 document.
6. The current JPA states that Mountain Rides "shall" have a Board of 9 people. This is mandatory language, and requires the appointment of a Carey representative. Mountain Rides has changed this to state that Carey may join, but it is not mandatory.

7. Mountain Rides has changed the cancellation language changed to minimum 6 months' notice to be effective the October 1st following the 6 months' notice period (for ex, an entity would have to give notice no later than April 1st if they didn't want to be a party to the JPA for the next FY).

I look forward to discussing this with you at your council meeting on July 6th. Please feel free to contact me with any questions.

Best,

Jason

**AMENDED AGREEMENT OF
THE KETCHUM-SUN VALLEY PUBLIC MOUNTAIN RIDES TRANSPORTATION
AUTHORITY TO PROVIDE MULTIMODAL PUBLIC TRANSPORTATION
SERVICES IN BLAINE COUNTY**

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~~Revised October 1, 2007~~

This Agreement ("Agreement"), made and entered into in _____~~2007~~, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), the CITY OF SUN VALLEY, IDAHO, a municipal corporation ("Sun Valley"), the CITY OF HAILEY, a municipal corporation ("Hailey"), the CITY OF BELLEVUE, a charter city ("Bellevue"), ~~the CITY OF CAREY, a municipal corporation ("Carey")~~ and the COUNTY OF BLAINE, a body politic and corporate ("Blaine County") all described, individually as "Party," or jointly as "Parties";

W I T N E S S E T H:

WHEREAS, on June 5, 1989 the Cities of Ketchum and Sun Valley entered into an agreement for the formation of the Ketchum-Sun Valley Public Transit Authority ("Authority") and have since that commencing date jointly funded and operated a public transportation system commonly known as KART within and between the two municipalities through the Authority; and

WHEREAS, since June 2002, Ketchum, Sun Valley and Blaine County have participated in the funding of the PEAK Bus, a regional public transportation service along Idaho State Highway 75 between Bellevue and Ketchum and Sun Valley operated by Wood River Rideshare, a 501c3 non profit corporation; and

WHEREAS, on December 11, 2003, Ketchum and Sun Valley entered into an agreement extending the Ketchum-Sun Valley Public Transit Authority Agreement of June 5, 1989 to (1) ensure the June 5, 1989 Agreement remained in full force and effect, (2) set the term of commitment by Ketchum and Sun Valley to December 31, 2006; and 3) allow for renegotiation or dissolution of the Ketchum-Sun Valley Public Transit Authority Agreement in the event of the formation of a Regional Transportation ~~a~~ Authority or similar agency; and

WHEREAS, in August 2005, Blaine County became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley and Bellevue for fiscal year 2005-06; and

WHEREAS, on January 31, 2006, Ketchum, Sun Valley, Bellevue and Blaine County entered into an agreement (known as the "Amended Agreement of the Ketchum-Sun Valley Public Transit Authority") to operate the KART services in Ketchum and Sun Valley and the Highway 75 services from Bellevue to Ketchum; and

WHEREAS, in May 2006, the Ketchum-Sun Valley Public Transit Authority became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley, Bellevue and Blaine County for fiscal year 2006-07; and

WHEREAS, on February 21, 2007, ~~the~~The Authority adopted a Vision, Mission and Goals Statement to reflect its broader role as the primary multimodal public transportation agency within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County. ~~This statement may be~~ and periodically updated ~~said statement;~~ and

~~VISION (the big picture): To be the sustainable transportation backbone of Blaine County and adjacent communities~~

~~MISSION (what we do): Manage transportation demand by providing access and mobility to those who live, work, or visit Blaine County with service alternatives to the single occupancy vehicle that are environmentally sustainable, energy efficient, attractive, safe, convenient, reliable, and cost effective.~~

~~GOALS (how we succeed):~~

- ~~• Provide attractive and easy to use multimodal transportation services at fair and equitable costs to users and tax payers~~
 - ~~• Reduce Blaine County's transportation generated pollution and its "carbon footprint"~~
 - ~~• Promote land use policies in Blaine County that facilitate multimodal transportation~~
- ~~-and~~

WHEREAS, in August 2007, Wood River Rideshare merged with KART allowing the Authority to expand its services to all of those operated by Wood River Rideshare, to include vans, carpools, bicycles, walking, transportation information, counseling and advice and other multimodal public transportation services operating within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County; and

WHEREAS, the Parties have adopted comprehensive plans, transportation plans and/or governing Board policies identifying the goals, policies and/or action items to support county-wide transportation planning which includes multimodal public transportation services to meet the resident, visitor and commuter needs through regional transportation planning; and

WHEREAS, on October 8, 2007 the parties extended the Joint Powers Agreement until October 7, 2015; and;

WHEREAS, the public transportation demands for residents, visitors and workers commuting to employment centers in the region are increasing and it is the desire of the Parties to provide for efficient and responsive multimodal public transportation services which are easily identifiable, are coordinated in a manner to encourage the ease of ridership with incentives such as a variety of high quality services, park and ride lots, and high occupancy vehicle lanes, in order to reduce the congestion, costs and pollution caused in part, by individual vehicular trips within Blaine County; and

WHEREAS, the City parties hereto are municipal corporations organized and existing under and by virtue of the laws of the State of Idaho and as such are authorized and empowered by Idaho Code, Section 50-322, to purchase, lease, or otherwise procure multimodal public transportation

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systems, and to provide by general ordinance for the regulations governing the maintenance and operation of the same; and;

WHEREAS, it is the mutual desire of the Parties hereto, acting pursuant to Idaho Code, Section 67-2328, to maintain an Authority Board to procure, establish, operate, maintain and plan for a multimodal public transportation system in and between the corporate limits of Sun Valley, Ketchum, Hailey, Bellevue, and Carey and within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County; and;

WHEREAS, it is the mutual desire of the Parties hereto that there are no disruptions to public transportation services as the mutual terms, covenant and conditions of this Agreement are implemented including that the current level of services historically provided by KART for the residents and visitors of Ketchum and Sun Valley and the services to Wood River Valley that were provided by the PEAK Bus are maintained.

NOW, THEREFORE, in order to accomplish the aforesaid purposes, and in consideration of the mutual terms, covenants and conditions set forth herein, the Parties hereto agree as follows:

1. Corporate Name.

Authority shall be renamed the “Mountain Rides Transportation Authority” which replaces the previous name: “Ketchum-Sun Valley Public Transit Authority” (or “KART”).

2. Transportation Authority Membership.

The governing Board of the Authority shall be configured as defined below:

- A. Subject to sub-paragraph E below, two (2) members from the City of Ketchum and two (2) members from the City of Sun Valley shall be appointed by the Mayors of Ketchum and Sun Valley with the concurrence of the City Council of each city.
- B. Subject to sub-paragraph E below, one (1) member each to be appointed by the Mayors of Hailey, and Bellevue and Carey, with the concurrence of the City Council of each such City. The Board may also include one (1) member to be appointed by the Mayor of Carey as determined by the Board.
- C. Subject to sub-paragraph E below, one (1) member from Blaine County to be appointed by the Board of County Commissioners.
- D. One “Member-at-Large,” who is a routine user of the multimodal services of the Mountain Rides Transportation Authority shall be appointed by the Board of the Authority. The Board shall consult with and accept advice as to this appointment from Wood River Rideshare (or its successor), a 501c3 non-profit corporation. The Authority will solicit nominations from a variety of organizations and individuals that it deems appropriate and have an interest in multi-modal transportation to fill this position, and such selection shall be made by the Board.

- E. Parties will join and become voting members of the Board upon execution of this Agreement by its respective governing body.
- F. The Mayors, Council Members, Commissioners and employees of the Parties hereto shall not be excluded from membership on the Authority by virtue of their relationship with the Cities and County involved.
- G. Employees, directors, shareholders, partners, owners and others with financial interests in any business, company or entity which the Authority has employed or contracted with to provide equipment or services ~~shall not be appointed or remain members of the Authority. Members of the Authority shall be appointed without respect to political affiliation or religious denomination, and shall serve without compensation. Any person may be eligible for appointment shall be subject to the Authority's Conflict of Interest Policy as it may be amended from time to time.~~

3. Term of Office.

The term of office for each member of the governing Board of the ~~on said~~ Authority shall be for the following initial terms: ~~three (3) years.~~ The current terms are set to expire as follows:

- a. Ketchum seat #1 – Oct 2017
- b. Ketchum seat #2 – Oct 2016
- c. Sun Valley seat #1 – Oct 2017
- d. Sun Valley seat #2 – Oct 2016
- e. Hailey – Oct 2015
- f. Bellevue – Oct 2017
- b) Blaine County – Oct 2015
- c) At large – October 2016

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- _____ 1 member from Ketchum for one (1) year
- _____ 1 member from Ketchum for three (3) years
- _____ 1 member from Sun Valley for one (1) year
- _____ 1 member from Sun Valley for three (3) years
- _____ 1 member from Blaine County for two (2) years
- _____ 1 member from Hailey for two (2) years
- _____ 1 member from Bellevue for one (1) year
- _____ 1 member from Carey for three (3) years
- _____ 1 member at Large for three (3) years: the current incumbent seat will come up for renewal in October of 2016

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Subsequent appointments shall be for three (3) years and a Board member shall hold a seat on the Board until his or her successor has been appointed and qualified. Vacancies occurring otherwise than through the expiration of appointed terms, shall be filled for the remainder of the term by the Party that appointed the Board member.

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4. Organization.

The Authority shall be governed by the Mountain Rides Transportation Authority By-laws specifying the method and manner by which it shall conduct its business and affairs, provided, however, that said By-laws shall be amended so as not be inconsistent with or contrary to the provisions of this Agreement, or any applicable local, state or federal law and shall provide that at least a simple majority must concur for the Authority to act.

5. Purposes and Powers.

The purpose of the Authority is to establish, implement, maintain, fund and operate a comprehensive multimodal public transportation system by motor buses, fixed guideway systems, van and car pools, bicycles, amenities for walking or other appropriate means, including transportation counseling and advice for scheduled or unscheduled and charter services within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County for the benefit of commuters and the inhabitants and visitors to Blaine County. In furtherance of that purpose, the Parties hereto hereby delegate to the Authority their power to purchase, lease, or otherwise procure multimodal transportation systems, and to promulgate regulations governing the maintenance and operation of the same. Such delegated powers shall more specifically include, but not be limited to, the following:

- A. As a separate legal entity under state and federal statutes, to apply for, receive and operate under financial assistance from the federal or state government, and from any agency or political subdivision thereof, or from any private sources;
- B. To acquire by purchase, gift, lease, sublease or otherwise, to the extent and in the manner that a city or county operating under the laws of the State of Idaho might do so, real or personal property necessary for the establishment, operation and maintenance of a multimodal public transportation system including but not limited to land and easement acquisitions, facilities, employee housing and rolling stock;
- C. To fund operational and maintenance costs of operating a comprehensive multimodal public transportation system;
- D. To contract with public or private agencies, companies or entities for the provision of multimodal public transportation services or for expansion of multimodal public transportation services in the Authority's service area;
- E. To undertake or contract for studies relating to the multimodal public transportation needs of the Parties and the methods by which said needs can best be served;
- F. To participate in, contribute to and support the regional transportation plans, as from time to time may be proposed, adopted and amended.

6. Manner of Financing.

The Authority shall annually adopt a budget. Each Party hereto will annually budget and contribute to the Authority an amount of money necessary to operate and maintain a comprehensive multimodal public transportation system. During each fiscal year, the Parties shall contribute their respective amount of money as determined by the adopted budget, subject to approval of each Party's governing Board. Upon approval of the Board, a Party may contribute its share of the budget through in-kind services, equipment, personal or real property or leases.

- A. In adopting the annual budget, it is anticipated that Ketchum and Sun Valley will continue, as a base, the fiscal year 2005-2006 level of financial support which has historically been provided through their respective local option tax ("LOT") revenue for KART and the PEAK Bus. Further, it is anticipated that the County will ~~continue~~ its ~~continue its~~ financial support ~~for the~~ for the multimodal public transportation services operated by the Authority in and beyond the County.
- B. Any Party may contribute additional funds to the Authority. Said additional funds shall be deemed as contribution not subject to matching from any other Party and shall be calculated for division of property upon termination of the Authority under Paragraph 8 herein below, if such contribution(s) were for capital acquisitions.
- C. Any funds received by the Authority shall be used for the purpose of maintaining the Authority and planning for, establishing, acquiring, operating or maintaining a multimodal public transportation system, or for paying costs associated with a contract whereby multimodal public transportation services are provided by others. The budgeting, allocation and use of said funds by the Authority shall be in accordance with the purposes and powers herein provided for, and in no event shall the Authority use, spend, encumber or commit funds of the Parties hereto in amounts exceeding those actually budgeted and contributed to the Authority by the Parties.

7. Duration.

The duration of the Authority created by this Agreement shall be October 1, 2015 through September 30, 2019, ~~for a period of four (4) years~~, provided, however, that the same may be extended for an additional period or periods of time, as the Parties hereto deem appropriate. Any such extension of this Authority shall be in writing, adopted by the governing body of each of the Parties hereto.

Any Party may withdraw from the Authority upon ~~one (1) year's~~ six (6) month's written notice. Such notice ~~shall~~ be effective ~~shall be given in the month of August upon the next April 1 which follows the expiration of the six (6) months' notice. For example, an entity would have to give notice no later than April 1 if it did not want to be a party to the Joint Powers Agreement the next fiscal year. Upon withdrawal of a party the Board seats~~

~~appointed by such withdrawing party shall be terminated.~~ Withdrawal of either Ketchum or Sun Valley shall constitute dissolution of the Authority.

8. Dissolution of the Authority.

Subject to section 7 above, the Authority may be dissolved and terminated by majority vote of the Parties. Upon the dissolution of the Authority created by this Agreement or any extension or renewal thereof, for whatever reason, the property, real and personal, owned by the Authority shall be sold or distributed in the manner provided for by law for the disposition of property by cities and counties, and the proceeds of any such sale shall be divided between the Parties hereto in proportion equal to the annual operating and capital contributions of each to the Authority since its inception. Provided, however, that prior to any sale of property, real or personal, Parties may agree to distribute said property between themselves in a manner deemed by them to be equitable and approved in writing by the governing body of each. Property of KART or the Cities of Sun Valley or Ketchum existing at the date of this Agreement, or provided by them after the effective date of this Agreement, shall remain their sole and exclusive property and shall not be divided between the Parties hereto. A schedule of such property shall be prepared and attached hereto as Exhibit "A" upon execution of this Agreement. Such property includes, but is not limited to, buses, vans, vehicles, equipment, tools, furnishings, real property, bus maintenance facility and work force housing units.

9. Mediation.

Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall first be submitted to mediation upon the written request of any Party and conducted by one (1) neutral mediator. If the Parties are unable to select a mediator, then selection shall follow the procedure published by the American Arbitration Association Commercial Mediation Rules. Mediation shall be held in Blaine County. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of Idaho. Each party shall bear its own costs and the parties shall split equally the cost and expenses of the mediator.

10. Execution and Effect.

Upon execution of this Agreement by Ketchum and Sun Valley, the "Agreement Extending the Ketchum-Sun Valley Public Transit Authority" dated December 11, 2003 and the Agreement by Ketchum, Sun Valley, Bellevue and Blaine County, the "Amended Agreement of the Ketchum-Sun Valley Transit Authority" dated January 31, 2006, shall both be deemed cancelled and replaced by this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

11. Amendment.

This Agreement may only be amended upon the approval of a majority of the Parties. To be effective, any such amendment shall be in writing signed by the Chair of the Board certifying that such amendment had been approved by majority vote of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the
duly-authorized representatives this _____ day of _____, 201507.

CITY OF KETCHUM

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

CITY OF SUN VALLEY

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

CITY OF HAILEY

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

CITY OF BELLEVUE

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

CITY OF CAREY

By: _____

Mayor

Date: _____

ATTEST:

City Clerk

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BLAINE COUNTY COMMISSIONERS

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By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

**AGREEMENT OF
MOUNTAIN RIDES TRANSPORTATION AUTHORITY TO PROVIDE MULTIMODAL
PUBLIC TRANSPORTATION SERVICES IN BLAINE COUNTY**

This Agreement (“Agreement”), made and entered into in _____, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”), the CITY OF SUN VALLEY, IDAHO, a municipal corporation (“Sun Valley”), the CITY OF HAILEY, a municipal corporation (“Hailey”), the CITY OF BELLEVUE, a charter city (“Bellevue”), and the COUNTY OF BLAINE, a body politic and corporate (“Blaine County”) all described, individually as “Party,” or jointly as “Parties”;

WITNESSETH:

WHEREAS, on June 5, 1989 the Cities of Ketchum and Sun Valley entered into an agreement for the formation of the Ketchum-Sun Valley Public Transit Authority (“Authority”) and have since that commencing date jointly funded and operated a public transportation system commonly known as KART within and between the two municipalities through the Authority; and

WHEREAS, since June 2002, Ketchum, Sun Valley and Blaine County have participated in the funding of the PEAK Bus, a regional public transportation service along Idaho State Highway 75 between Bellevue and Ketchum and Sun Valley operated by Wood River Rideshare, a 501c3 non profit corporation; and

WHEREAS, on December 11, 2003, Ketchum and Sun Valley entered into an agreement extending the Ketchum-Sun Valley Public Transit Authority Agreement of June 5, 1989 to (1) ensure the June 5, 1989 Agreement remained in full force and effect, (2) set the term of commitment by Ketchum and Sun Valley to December 31, 2006; and 3) allow for renegotiation or dissolution of the Ketchum-Sun Valley Public Transit Authority Agreement in the event of the formation of a Regional Transportation Authority or similar agency; and

WHEREAS, in August 2005, Blaine County became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley and Bellevue for fiscal year 2005-06; and

WHEREAS, on January 31, 2006, Ketchum, Sun Valley, Bellevue and Blaine County entered into an agreement (known as the “Amended Agreement of the Ketchum-Sun Valley Public Transit Authority”) to operate the KART services in Ketchum and Sun Valley and the Highway 75 services from Bellevue to Ketchum; and

WHEREAS, in May 2006, the Ketchum-Sun Valley Public Transit Authority became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley, Bellevue and Blaine County for fiscal year 2006-07; and

WHEREAS, on February 21, 2007, the Authority adopted a Vision, Mission and Goals Statement to reflect its broader role as the primary multimodal public transportation agency within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County. This statement may be periodically updated ; and

WHEREAS, in August 2007, Wood River Rideshare merged with KART allowing the Authority to expand its services to all of those operated by Wood River Rideshare, to include vans, carpools, bicycles, walking, transportation information, counseling and advice and other multimodal public transportation services operating within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County; and

WHEREAS, the Parties have adopted comprehensive plans, transportation plans and/or governing Board policies identifying the goals, policies and/or action items to support county-wide transportation planning which includes multimodal public transportation services to meet the resident, visitor and commuter needs through regional transportation planning; and

WHEREAS, on October 8, 2007 the parties extended the Joint Powers Agreement until October 7, 2015; and

WHEREAS, the public transportation demands for residents, visitors and workers commuting to employment centers in the region are increasing and it is the desire of the Parties to provide for efficient and responsive multimodal public transportation services which are easily identifiable, are coordinated in a manner to encourage the ease of ridership with incentives such as a variety of high quality services, park and ride lots, and high occupancy vehicle lanes, in order to reduce the congestion, costs and pollution caused in part, by individual vehicular trips within Blaine County; and

WHEREAS, the City parties hereto are municipal corporations organized and existing under and by virtue of the laws of the State of Idaho and as such are authorized and empowered by Idaho Code, Section 50-322, to purchase, lease, or otherwise procure multimodal public transportation systems, and to provide by general ordinance for the regulations governing the maintenance and operation of the same; and

WHEREAS, it is the mutual desire of the Parties hereto, acting pursuant to Idaho Code, Section 67-2328, to maintain an Authority Board to procure, establish, operate, maintain and plan for a multimodal public transportation system in and between the corporate limits of Sun Valley, Ketchum, Hailey, Bellevue, and Carey and within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County; and

WHEREAS, it is the mutual desire of the Parties hereto that there are no disruptions to public transportation services as the mutual terms, covenant and conditions of this Agreement are implemented including that the current level of services historically provided by KART for the residents and visitors of Ketchum and Sun Valley and the services to Wood River Valley that were provided by the PEAK Bus are maintained.

NOW, THEREFORE, in order to accomplish the aforesaid purposes, and in consideration of the mutual terms, covenants and conditions set forth herein, the Parties hereto agree as follows:

1. Corporate Name.

Authority shall be renamed the “Mountain Rides Transportation Authority” which replaces the previous name: “Ketchum-Sun Valley Public Transit Authority” (or “KART”).

2. Transportation Authority Membership.

The governing Board of the Authority shall be configured as defined below:

- A. Subject to sub-paragraph E below, two (2) members from the City of Ketchum and two (2) members from the City of Sun Valley shall be appointed by the Mayors of Ketchum and Sun Valley with the concurrence of the City Council of each city.
- B. Subject to sub-paragraph E below, one (1) member each to be appointed by the Mayors of Hailey, and Bellevue with the concurrence of the City Council of each such City. The Board may also include one (1) member to be appointed by the Mayor of Carey as determined by the Board,
- C. Subject to sub-paragraph E below, one (1) member from Blaine County to be appointed by the Board of County Commissioners.
- D. One "Member-at-Large." The Authority will solicit nominations from a variety of organizations and individuals that it deems appropriate and have an interest in multi-modal transportation to fill this position, and such selection shall be made by the Board.
- E. Parties will join and become voting members of the Board upon execution of this Agreement by its respective governing body.
- F. The Mayors, Council Members, Commissioners and employees of the Parties hereto shall not be excluded from membership on the Authority by virtue of their relationship with the Cities and County involved.
- G. Employees, directors, shareholders, partners, owners and others with financial interests in any business, company or entity which the Authority has employed or contracted with to provide equipment or services shall be subject to the Authority's Conflict of Interest Policy as it may be amended from time to time.

3. Term of Office.

The term of office for each member of the governing Board of the Authority shall be for three (3) years. The current terms are set to expire as follows:

- a. Ketchum seat #1 – Oct 2017
- b. Ketchum seat #2 – Oct 2016
- c. Sun Valley seat #1 – Oct 2017
- d. Sun Valley seat #2 – Oct 2016
- e. Hailey – Oct 2015
- f. Bellevue – Oct 2017
- b) Blaine County – Oct 2015
- c) At large – October 2016

Subsequent appointments shall be for three (3) years and a Board member shall hold a seat on the Board until his or her successor has been appointed and qualified. Vacancies occurring otherwise than through the expiration of appointed terms, shall be filled for the remainder of the term by the Party that appointed the Board member.

4. Organization.

The Authority shall be governed by the Mountain Rides Transportation Authority By-laws specifying the method and manner by which it shall conduct its business and affairs, provided, however, that said By-laws shall be amended so as not be inconsistent with or contrary to the provisions of this Agreement, or any applicable local, state or federal law and shall provide that at least a simple majority must concur for the Authority to act.

5. Purposes and Powers.

The purpose of the Authority is to establish, implement, maintain, fund and operate a comprehensive multimodal public transportation system by motor buses, fixed guideway systems, van and car pools, bicycles, amenities for walking or other appropriate means, including transportation counseling and advice for scheduled or unscheduled and charter services within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County for the benefit of commuters and the inhabitants and visitors to Blaine County. In furtherance of that purpose, the Parties hereto hereby delegate to the Authority their power to purchase, lease, or otherwise procure multimodal transportation systems, and to promulgate regulations governing the maintenance and operation of the same. Such delegated powers shall more specifically include, but not be limited to, the following:

- A. As a separate legal entity under state and federal statutes, to apply for, receive and operate under financial assistance from the federal or state government, and from any agency or political subdivision thereof, or from any private sources;
- B. To acquire by purchase, gift, lease, sublease or otherwise, to the extent and in the manner that a city or county operating under the laws of the State of Idaho might do so, real or personal property necessary for the establishment, operation and maintenance of a multimodal public transportation system including but not limited to land and easement acquisitions, facilities, employee housing and rolling stock;
- C. To fund operational and maintenance costs of operating a comprehensive multimodal public transportation system;
- D. To contract with public or private agencies, companies or entities for the provision of multimodal public transportation services or for expansion of multimodal public transportation services in the Authority's service area;
- E. To undertake or contract for studies relating to the multimodal public transportation needs of the Parties and the methods by which said needs can best be served;
- F. To participate in, contribute to and support the regional transportation plans, as from time to time may be proposed, adopted and amended.

6. Manner of Financing.

The Authority shall annually adopt a budget. Each Party hereto will annually budget and contribute to the Authority an amount of money necessary to operate and maintain a comprehensive multimodal public transportation system. During each fiscal year, the Parties shall contribute their respective amount of money as determined by the adopted budget, subject to approval of each Party's governing Board. Upon approval of the Board, a Party may contribute its share of the budget through in-kind services, equipment, personal or real property or leases.

- A. In adopting the annual budget, it is anticipated that Ketchum and Sun Valley will continue, as a base, the fiscal year 2005-2006 level of financial support which has historically been provided through their respective local option tax ("LOT") revenue for KART and the PEAK Bus. Further, it is anticipated that the County will continue its financial support for the multimodal public transportation services operated by the Authority in and beyond the County.
- B. Any Party may contribute additional funds to the Authority. Said additional funds shall be deemed as contribution not subject to matching from any other Party and shall be calculated for division of property upon termination of the Authority under Paragraph 8 herein below, if such contribution(s) were for capital acquisitions.
- C. Any funds received by the Authority shall be used for the purpose of maintaining the Authority and planning for, establishing, acquiring, operating or maintaining a multimodal public transportation system, or for paying costs associated with a contract whereby multimodal public transportation services are provided by others. The budgeting, allocation and use of said funds by the Authority shall be in accordance with the purposes and powers herein provided for, and in no event shall the Authority use, spend, encumber or commit funds of the Parties hereto in amounts exceeding those actually budgeted and contributed to the Authority by the Parties.

7. Duration.

The duration of the Authority created by this Agreement shall be October 1, 2015 through September 30, 2019, provided, however, that the same may be extended for an additional period or periods of time, as the Parties hereto deem appropriate. Any such extension of this Authority shall be in writing, adopted by the governing body of each of the Parties hereto.

Any Party may withdraw from the Authority upon six (6) month's written notice. Such notice shall be effective upon the next April 1 which follows the expiration of the six (6) months' notice. For example, an entity would have to give notice no later than April 1 if it did not want to be a party to the Joint Powers Agreement the next fiscal year. Upon withdrawal of a party the Board seats appointed by such withdrawing party shall be terminated. Withdrawal of either Ketchum or Sun Valley shall constitute dissolution of the Authority.

8. Dissolution of the Authority.

Subject to section 7 above, the Authority may be dissolved and terminated by majority vote of the Parties. Upon the dissolution of the Authority created by this Agreement or any extension or

renewal thereof, for whatever reason, the property, real and personal, owned by the Authority shall be sold or distributed in the manner provided for by law for the disposition of property by cities and counties, and the proceeds of any such sale shall be divided between the Parties hereto in proportion equal to the annual operating and capital contributions of each to the Authority since its inception. Provided, however, that prior to any sale of property, real or personal, Parties may agree to distribute said property between themselves in a manner deemed by them to be equitable and approved in writing by the governing body of each. Property of KART or the Cities of Sun Valley or Ketchum existing at the date of this Agreement, or provided by them after the effective date of this Agreement, shall remain their sole and exclusive property and shall not be divided between the Parties hereto. A schedule of such property shall be prepared and attached hereto as Exhibit "A" upon execution of this Agreement. Such property includes, but is not limited to, buses, vans, vehicles, equipment, tools, furnishings, real property, bus maintenance facility and work force housing units.

9. Mediation.

Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall first be submitted to mediation upon the written request of any Party and conducted by one (1) neutral mediator. If the Parties are unable to select a mediator, then selection shall follow the procedure published by the American Arbitration Association Commercial Mediation Rules. Mediation shall be held in Blaine County. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of Idaho. Each party shall bear its own costs and the parties shall split equally the cost and expenses of the mediator.

10. Execution and Effect.

Upon execution of this Agreement by Ketchum and Sun Valley, the "Agreement Extending the Ketchum-Sun Valley Public Transit Authority" dated December 11, 2003 and the Agreement by Ketchum, Sun Valley, Bellevue and Blaine County, the "Amended Agreement of the Ketchum-Sun Valley Transit Authority" dated January 31, 2006, shall both be deemed cancelled and replaced by this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

11. Amendment.

This Agreement may only be amended upon the approval of a majority of the Parties. To be effective, any such amendment shall be in writing signed by the Chair of the Board certifying that such amendment had been approved by majority vote of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly-authorized representatives this _____ day of _____, 2015.

CITY OF KETCHUM

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

CITY OF SUN VALLEY

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

CITY OF HAILEY

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

CITY OF BELLEVUE

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

BLAINE COUNTY COMMISSIONERS

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____



City of Ketchum
City Hall

July 6, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Review of FY 15-16 Proposed Budget

Introduction/History

This meeting begins the review of the proposed FY 15-16 budget.

Current Report

The proposed budget is attached to this report which includes an executive summary and details about the proposed budget. Council discussion is scheduled to occur July 6 and July 20. The first hearing will take place on August 3, the second hearing on August 17 and final adoption on August 24.

Financial Requirement/Impact

There is no financial impact at this time.

Recommendation

Staff recommends the Council begin review and discussion of the proposed FY 15-16 budget and provide direction to staff.

Sincerely,

Suzanne Frick
City Administrator



City of Ketchum
City Hall

July 6, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation To Adopt a Proposed Community Housing Strategy

Introduction/History

The availability of community housing continues to be a critical need in Ketchum. Providing affordable housing opportunities for the Ketchum workforce is a key initiative in the 2014 Comprehensive Plan. However, efforts to produce community housing have stalled over the last few years. This is primarily due to the availability and constraints associated with federal funding for affordable housing, few local projects producing community housing or contributing in-lieu fees, and confusion on the city's community housing strategy.

The Council discussed the proposed strategy at the June 15, 2015 meeting and asked for revisions. The attached strategy reflects the revisions requested by Council.

Current Report

The price of land, the cost of construction and the availability of funding for large scale affordable housing projects constrain community housing production in Ketchum. Ketchum must pursue an approach that is flexible and responsive to different funding opportunities and capitalizes on the expertise of the local housing organizations. All opportunities must be employed in order to produce affordable housing in Ketchum.

The attached strategy is recommended for adoption by Council.

Financial Requirement/Impact

Based on current and projected development activity, it is anticipated approximately \$250,000 in community housing in-lieu fees may be available in the next year. Should this occur, such fees should be directed towards the acquisition and rehabilitation approach.

Recommendation

Staff recommends the Council consider the proposed community housing strategy and direct staff to begin implementation as part of the FY 15-16 budget.

Recommended Motion

I move approval of the recommended community housing strategy for incorporation into the FY 15-16 budget.

Sincerely,

A handwritten signature in black ink, appearing to read "Suzanne Frick". The signature is fluid and cursive, with a prominent initial "S" and a trailing flourish.

Suzanne Frick
City Administrator

Attachment Community Housing Strategy

Ketchum Housing Strategy

July 2015

1. Focus on Acquisition and Rehab Using In-lieu or Other Housing Funds
 - a. Shortest timeline associated with identifying a project, funding and occupying.
 - b. Lowest cost for greatest benefit
 - c. More easily funded by IHFA than new construction
 - d. Integrates and spreads housing throughout the community
 - e. Rehabilitates and improves declining housing stock
 - e. Biggest challenge is HOA fees. Subsidies may be necessary to ensure HOA fees do not price out qualified renters/buyers
 - f. Arch and Blaine County Housing Authority (BCHA) have experience implementing this strategy

2. Provide Opportunities for Larger New Construction Projects within Ketchum
 - a. Provide land for community housing projects by making key parcels available for development
 - b. Sites like Dollhouse (KURA) and Leadville/6th (City) are potential locations
 - c. Issue RFQ/RFP to identify development partner
 - d. Consider land swap opportunities in exchange for City or KURA owned properties
 - d. KCDC, KURA, and City Staff have experience implementing this strategy

3. Support On a Case by Case Basis New Construction within the Valley (outside Ketchum City Limits)
 - a. Valley projects may be easier to fund and easier to build
 - b. Areas around the hospital are ideal for affordable housing developments
 - c. Assistance from Ketchum directly or indirectly would increase viability of projects without compromising efforts within Ketchum
 - d. Arch or other affordable housing developers have experience implementing this strategy

This Strategy must be adaptable to changing conditions and funding opportunities. While this proposed strategy responds to current conditions, it is important to re-evaluate the strategy at least every 2-3 years to assess the effectiveness and allow for adjustments.



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

June 29, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Right-of-Way Standards

Introduction/History

A public right of way is defined as improved or unimproved public property dedicated or deeded to the City for the purpose of providing vehicular, pedestrian and public use.

In Ketchum, the public rights of way consist of roadway, curb, gutter, sidewalks, signage, and drainage facilities. The public rights of way are also used for public parking, wintertime snow storage, and conveyance of utilities, such as water, sewer, electricity, telephone, cable, ect.

Current Report

It has been increasingly difficult for the city to use the public right of way for basic functions. Therefore, the staff has developed standards to better manage, maintain, and organize the public right of way. City staff is now presenting the standards to the council and the community so that everyone knows what they are going forward.

Two categorizes have been identified for right-of-standards; Commercial Category, which consists of all roads within the Community Core, Tourist, and Light Industrial zones plus arterial and collector roads within all other zones; and the Residential Category, which consists of all roads in other zoning districts with the exception of arterial and collector roads.

Residential Category

The following standards have been developed in order to achieve goals of drainage, parking, snow storage, and access for emergency vehicles within local-residential street right-of-ways, and provide materials that can be reasonably maintained by the city:

- Material shall be pervious/permeable to allow drainage
- Surface must allow for vehicle parking and be consistent along the entire property frontage
- Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking
- Grading and drainage improvements as required by City Engineer
- No obstructions, such as boulders
- No buried irrigation systems within the entire right-of-way
- No live plant material within the first eight (8) feet from edge of asphalt
 - Low cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.
- No snow-melt system (other than driveway)

The city will maintain ¾-inch roadmix within the entire right-of-way. Alternative materials would be acceptable within the public right-of-way provided all conditions listed above are met, the material is approved by the city engineer, and the property owner agrees to maintain the alternative material within the ROW. A Right-Of-Way Encroachment Agreement will be executed between the City and the property owner.

Commercial Category

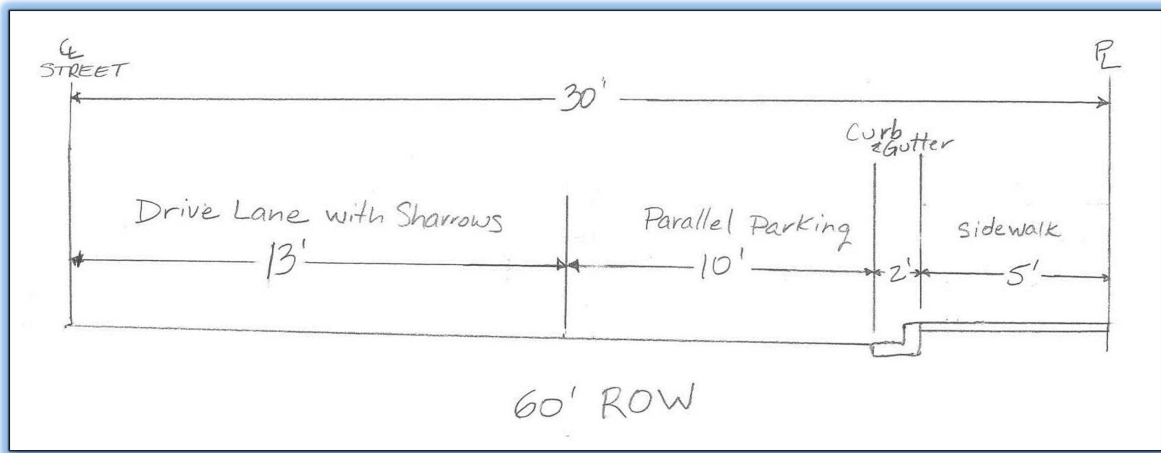
The following standards have been developed for all roads within the community core, tourist, and light industrial zoning districts and collector roads in all other districts. Examples of collector roads in other zoning districts include Saddle Road, Warm Springs Road, 4th Avenue, and Wood River Drive. The standards have been developed with the goals of vehicle movement, parking, and bicycle and pedestrian circulation.

60-ft Rights-of-Way

New development of 60-foot ROW streets will include a 5-ft wide sidewalk, curb & gutter with drainage facilities (i.e. curb inlets and drywells) as required, a 10-ft parallel parking lane, and a 13-ft wide travel lane with sharrows to alert drivers to share the road with bicyclist.

Examples of 60-foot right-of-way roads are 1st thru 10th Street, Leadville Avenue, Washington Avenue, and Spruce Street.

The following schematic shows a half street cross section of a 60-foot wide right-of-way.

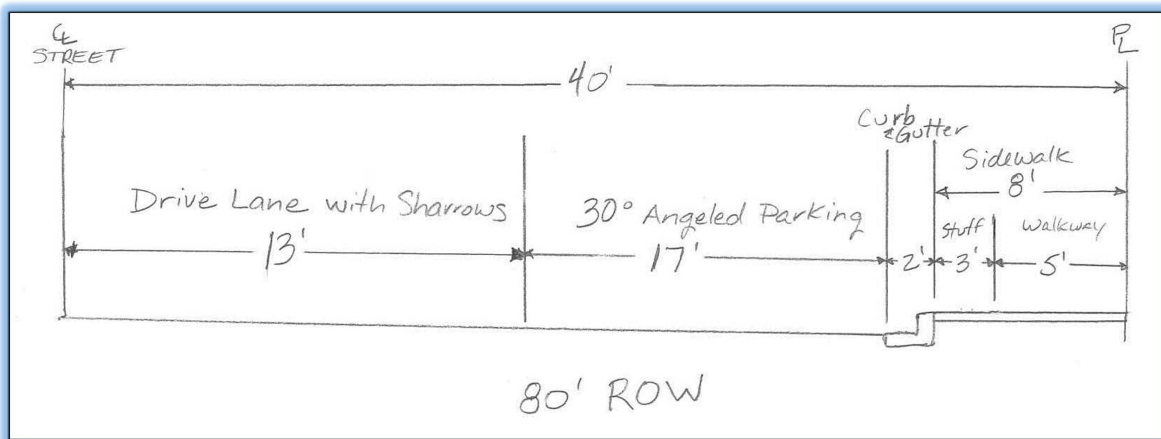


80-ft Rights-of-Way

Sidewalks in 80-ft ROW streets are widened to 8-ft total. The first 5-ft of the sidewalk adjacent to the property line will remain free of obstructions to provide a clear path for pedestrians. Three feet of sidewalk adjacent to the curb will be available for city approved streetscape amenities, such as street trees and flower boxes. Parking adjacent to the curb and gutter will be 30-degree angled parking to accommodate additional parking. Drive lanes will be 13-feet wide with sharrow to alert drivers to share roads with bicyclist.

Examples of 80-foot right-of-way roads are Walnut Avenue, 2nd Avenue, and 3rd Avenue.

The following schematic shows a half street cross section of an 80-foot wide right-of-way.

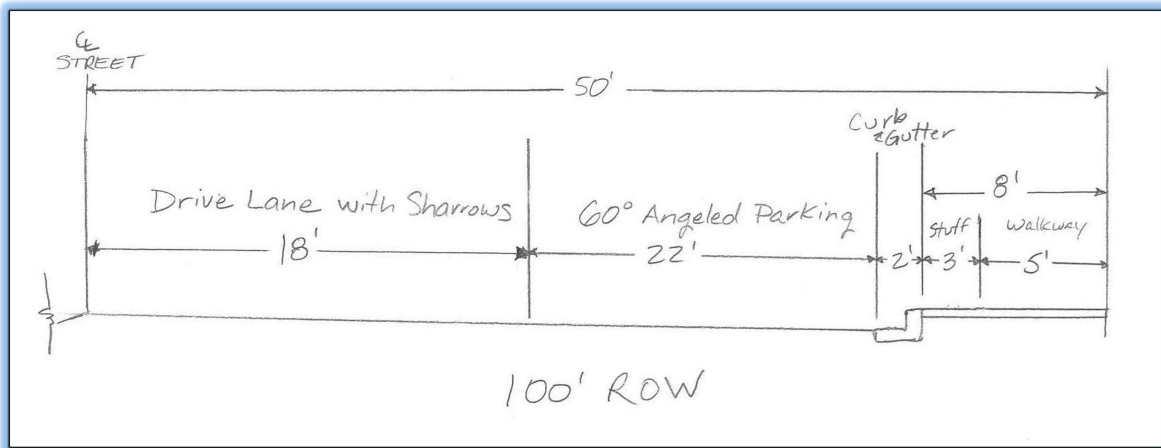


100-ft Rights-of-Way

The sidewalk widths in 100-ft ROWs will be the same as 80-foot ROW streets. Angled parking will be at 60-degrees to allow additional parking, and the drive lane will be 18-ft wide with sharrow.

Examples of 100-foot ROW streets are East Avenue and First Avenue.

The following schematic shows a half street cross section of a 100-foot wide right-of-way.



Financial Requirement/Impact

None.

Recommendation

None.

Recommended Motion

None.

Sincerely,

Robyn L. Mattison, PE, LEED AP
Public Works Director/City Engineer



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

June 27, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Conduit Plan

Introduction/History

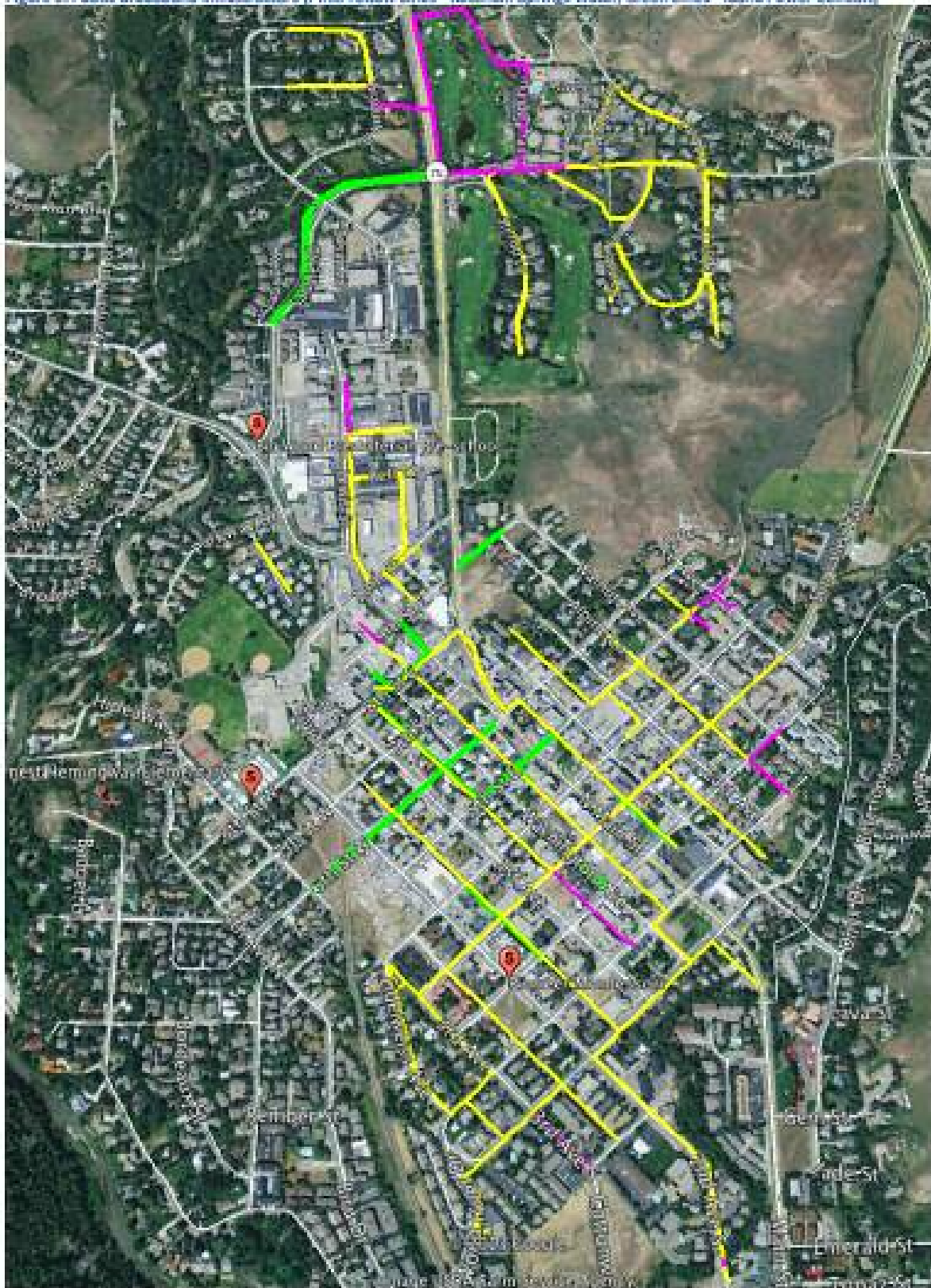
The City of Ketchum Broadband Strategic Plan, prepared by Magellan Advisors, was completed at the end of 2013. The plan identified our current broadband infrastructure and key strategic initiatives to enhance broadband in the community.

Current Report

During development of the Broadband Strategic Plan the consultants advised the city that a cost effective way to develop public infrastructure for fiber optic cable is to “piggyback” on other construction. Construction costs to bore for a new 2-inch conduit would run approximately \$20 per linear foot. To piggyback on already planned construction, costs to the city would run approximately \$7 per liner foot. When open trench construction is permitted the costs savings when piggybacking is even more substantial.

The figure below, prepared by Magellan Advisors, summarizes available public broadband infrastructure within the city. The figure shows the Ketchum Spring Water distribution system in yellow (active) and pink (retired), and conduit placed by Idaho Power (in green) as part of a joint trenching agreement with the city. When Dig Permits are submitted to the city for utility work (i.e. power, cable, ect) in the right-of-way the location of the work is evaluated to see if a new city conduit would be beneficial in that location. If it would be beneficial, a bid from the contractor would be prepared and submitted to the council for approval. Sometimes Dig Permits are processed for work in locations where we already have a Ketchum Springs Water line or Idaho Power installed conduit. In these cases it would not be beneficial to the city to piggyback on construction.

Figure 2: Public Broadband Infrastructure (Pink/Yellow Lines - Ketchum Springs Water, Green Lines - Idaho Power Conduit)



On some occasions the city has missed the opportunity to piggyback conduit installation in beneficial locations because of the timing of the construction and the time it would take to get council approval. Often contractors submit dig permits a few days before they wish to start construction and are not willing to wait the two to four weeks that it would take to get on the agenda for city council approval.

Financial Requirement/Impact

Funds for conduit placement will come from General Fund CIP Undergrounding funds.

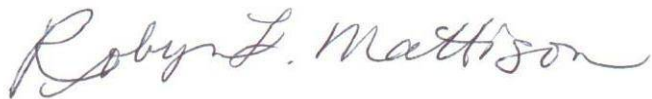
Recommendation

Staff recommends granting the Public Works Director with the authority to approve bids, up to a specified amount, for city conduit installations when associated with other utility work. This way the city would not miss the opportunity to piggybank conduit placement with other utility work due to construction timing.

Recommended Motion

"I move to grant the Public Works Director authority to approve contractor bids for installation for city conduit in conjunction with other construction projects up to \$5,000."

Sincerely,

A handwritten signature in cursive script that reads "Robyn L. Mattison".

Robyn L. Mattison, PE, LEED AP
Public Works Director/City Engineer



City of Ketchum
Parks & Recreation

July 2, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Events in Ketchum Discussion

Introduction/History

Staff will provide a brief history of events in Ketchum specific to:

- Evolution of events held in Ketchum;
- Funding for events over the last five years;

Current Report

Staff will provide recommendation and a list for city events funded in fiscal year 2015-2016, and criteria and definition for “city events” that are managed by the city.

Financial Requirement/Impact

No financial requirement or impact is anticipated outside of the existing budget.

Recommendation

This is a discussion item.

Sincerely,

Jennifer L. Smith
Director of Parks & Recreation

Sharon Arms
Arts & Events Coordinator



City of Ketchum
Planning & Building

July 6, 2015

City Council
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Request from Thunder Springs PUD to
Waive Existing Requirements and Restrictions for Future Development**

Introduction/History

In 1998, Thunder Spring-Wareham LLC was granted approval for a Planned Unit Development through a Conditional Use Permit process. The request was for a development that would contain a variety of uses including residential, office, retail, athletic facilities, restaurant, and a community center. The original approval for the Planned Unit Development (PUD) specifically addressed aspects of the development pertaining to Phasing, Utilities and Services, Use Restrictions, Public Benefits, Employee Housing, Subdivision, and Design Review. As part of the original approval for the Thunder Spring PUD, the developer was required to satisfy a list of public benefits and employee housing, which have not been entirely fulfilled to date. The PUD has been built out over the last 17 years and the current owners are now hoping to develop the final phase of the project. In anticipation of finishing the ultimate build out of the PUD, the current owner, IEG Thunder Spring LLC, is requesting a waiver of some the requirements dictated in the original PUD that address Public Benefits and Employee Housing. In brief, the applicant request the following:

1. Eliminate requirement for 5,000 square feet of non-profit space
2. Eliminate requirement for 4,800 square feet of employee housing
3. Remove requirement to allow Blaine County Parks and Recreation to use the Zenergy pool

Current Report

To establish a basis of understanding for the Thunder Spring PUD and current requests to waive outstanding requirements, it is important to review the history of the PUD and all requirements as dictated by the original approval.

Timeline and History of Thunder Spring PUD

The chart below provides a timeline of the development and all amendments, agreements, and fulfilled requirements from 1997 to current day. There have been at least eleven total changes, amendments, or events in the last 17 years that have shaped the current development of Thunder Spring PUD. These eleven events are chronicled below. At the meeting on July 6, 2015 staff will give a full review of the timeline and address any questions the Mayor and Council may have.

Table on following page:

Thunder Spring PUD Timeline and History

Date	Agreement	PUD/DA	Revisions	Notes
September 2, 1997 (PZ) and August 10, 1998 (CC)	CUP for PUD	PUD	None. Original	Requires a Phasing Agreement. Lines out requirements for nonprofit space, senior housing, employee housing, recreation areas, swimming pool. Requires four guiding documents for development: 1) CUP-PUD approval; 2) PUD Master Plan; 3) Phased Development Plan; and 4) Large Block Plat
5/6/98	Phase Development Agreement	Development Agreement		Original Phased Development Agreement
10/26/00	Subordination and Nondisturbance Agreement			
10/27/00	Amendment to Thunder Spring Phased Development Plan		1st amendment to phased development agreement	
6/24/02	Recreational facilities agreement			
6/24/02	Phased development agreement		2nd amendment to phased development agreement	
9/2/03	Phased development agreement		3rd amendment to phased development agreement	
1/18/06	Senior Housing Fee		Paid \$600,000 Senior Housing Fee	
4/21/08	CUP to amend project	PUD	Land added to the project	
12/15/08	CUP to amend project	PUD	Established fees in lieu of building community housing	
	CUP amend to Project	PUD	Design Review waiver to building height for the Residences at Thunder Spring	
12/7/09	CUP for PUD Amendment	PUD	Addition of the Residences at Thunder Spring	Application request waiver of 567 square feet of community housing, waiver of max height of building from 35 to 44 feet, waiver of 9 parking spaces, waiver of DR expiration. Authorized a revised Development Agreement .

Of the eleven events listed in the timeline above, five have been amendments to at least one aspect of the original PUD. These amendment have addressed waivers for height, setbacks, in-lieu housing fees, and changes to the Large Block Plat to allow for more developable area within the PUD. The latest amendment was in 2009 when the developer of Thunder Spring PUD requested waivers to height and setback requirements as well as a waiver of 567 square feet of community housing, among other requests. This was approved for a PUD amendment, however Condition #2 of the PUD amendment required a Development Agreement that would outline the in-lieu housing contribution and fees. Unfortunately, this development agreement was never signed by either party, thus bringing into question the validity of the 2009 approval for an amendment to the PUD.

Thunder Spring PUD Requirements for Development

A list of obligations and requirements from the PUD that address Public Amenities and Employee Housing is illustrated below. The chart below also shows whether those obligations have been met as dictated in the original plan. In summary, the Senior Housing obligations have been fulfilled as well as the public benefits requirements of the athletic facilities and public membership in the athletic club. The other requirements remain unfulfilled.

Thunder Spring PUD Obligations

Date	Project/Agreement	Obligations	Status	Comments	Waived
8/10/1998 & 5/6/1998	CUP for PUD, #97-006 & Development Agreement	Nonprofit office space: 5,000 square feet guaranteed in perpetuity at 50% of the current office market rate. 750 square feet of the 5,000 square feet shall be leased to the Nordic Ski Program at a rate of \$1.00 per year and 1,000 square feet made available to a 501(c)(3) day care provider.	Unfulfilled	If no acceptable day care provider is selected by the time of issuance of the Certificate of Occupancy, the 1,000 square feet shall be made available for other nonprofit uses.	No
		Tot lot: To serve day care provider.	Unfulfilled	If an acceptable day care provider is provided the applicant is responsible for the construction of a tot lot.	No
		Affordable Senior Housing: 3 Units (At least 3,500 square feet of minimum gross interior floor area).	Fulfilled	Paid \$600,000 in lieu fee on 1/18/2006.	No
		Employee Housing: 4 Units (At least 4,800 square feet).	Unfulfilled		No
		Public benefits: Use of the swimming pool and tennis facility guaranteed in perpetuity.	Fulfilled	Ongoing requirement	No
		Membership: 50% of the membership shall be set aside for the general public.	Fulfilled	Ongoing requirement	No

As the chart above shows, some of the original obligations of Thunder Spring PUD have been met with affordable senior housing and public benefits associated with the athletic facility. The outstanding obligations can be grouped into two categories: 1) Non-profit space and public benefits; and 2) Employee Housing. The developer is seeking waivers or amendments to both of these categories, as summarized below.

Non-Profit Space and Public Benefit

While some of the obligations in the chart above remain unfulfilled, the developer claims they have performed above and beyond the required level for obligations related to the athletic facility which have totaled approximately \$1,285,000 since 2006. In addition, the developer has provided information showing that their community outreach programs and donations have totaled approximately \$2,100,000 per year. These figures are summarized in a presentation the developer will be making to the City Council and in a letter, both which are attached to this staff report. Based on these numbers, the developer believes that the requirement to provide 5,000 square feet of non-profit space as a benefit to the community has been fulfilled in other ways.

Employee Housing

To satisfy the Employee Housing requirement, the developer is proposing a Real Estate Transfer Fee. The city's legal counsel has determined that this method is not a legal tool for obtaining Community Housing. In 2008, the developer made this same request for a Real Estate Transfer Fee and the City Council at that time did not approve the proposal but rather required in-lieu housing fees.

Summary of Report

This final phase of development, referred to as the Thunder Spring Residences, would be the last opportunity for the developer to fulfill the obligations as listed above. As noted in their letter to the City Council (attached), they are requesting waiver of all outstanding obligations based on the claims stated in the letter and in the descriptions provided above. To summarize, their requests are provided below:

The current owner of Thunder Spring PUD is requesting the council to waive the following items:

4. Eliminate requirement for 5,000 square feet of non-profit space
5. Eliminate requirement for 4,800 square feet of employee housing
6. Remove requirement to allow Blaine County Parks and Recreation to use the Zenergy pool

Options for Mayor and Council Action

Based on the above report, the Mayor and Council have the following options:

1. Do nothing. This option would require Thunder Spring PUD to fulfill all requirements as dictated in the original agreement. Any Design Review requests would have to show that all requirements are met prior approval by the Planning and Zoning Commission.
2. Consider approval of the request to waive requirements, subject to a Conditional Use Permit amendment to the Planned Unit Development. This would require a recommendation from the Planning and Zoning Commission and would be based on the process as set forth in 16.08.070.
3. Consider approval of the request to waive requirements, subject to a Development Agreement that would supersede all past agreements and describe requirements and obligation of the development going forward.

Recommendation

Staff respectfully recommends the Mayor and Council consider whether the Thunder Spring PUD has fulfilled the requirements dictated by the original PUD and allow the current owner to explain their request. After consideration of the facts presented, Council should direct staff accordingly and may consider one of the option listed above.

Recommended Motion

Motion will be determined by the Council's discussion and decision.

Sincerely,

A handwritten signature in blue ink, appearing to read "Micah Austin".

Micah Austin, AICP

Planning and Building Director

Attachments:

1. Letter from IEG Thunder Spring LLC

LAWSON LASKI CLARK & POGUE, PLLC
ATTORNEYS AT LAW

Edward A. Lawson
eal@lawsonlaski.com

675 SUN VALLEY ROAD, SUITE A
POST OFFICE BOX 3310
KETCHUM, IDAHO 83340
TELEPHONE: 208-725-0055
FACSIMILE: 208-725-0076
WWW.LAWSONLASKI.COM

June 11, 2015

Hand Delivered

Honorable Mayor and Councilpersons
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340

Re: Application of IEG Thunder Spring, LLC to Modify Thunder Spring PUD
Our File No. 11627-001

Dear Sirs/Mesdames:

We are counsel to IEG Thunder Spring, LLC ("IEG") which is the owner of the parcel of land ("Property") commonly known as 126 Saddle Road, Ketchum, Idaho. On behalf of IEG we request the City of Ketchum ("City") agree to an amendment of the Thunder Spring PUD Conditional Use Permit ("CUP") to enable development of the Property by IEG as 9 townhomes consisting of approximately 50,000 square feet ("Proposed Project") rather than the entitled interval ownership project ("Entitled Project") known as the Residences At Thunder Spring consisting of 27 units and approximately 120,000 square feet. In addition, IEG requests the City accept an in-lieu payment for the 1,898 square feet of community housing¹ required for the proposed project.

The request is for an amendment to the CUP eliminating the requirements for (1) 5,000 square feet of non-profit office space, (2) 4,800 square feet of employee housing, and (3) use of the Zenergy pool by Blaine County Parks and Recreation.

In considering this request it is important to note that the Thunder Spring PUD was originally approved as a multi-use project, including approximately 10,000 square feet of retail space and hence the need for employees residing on site. The mixed use component of the project was largely abandoned and the need for employees on site ceased to exist. Therefore, the employee housing, although actually constructed, was never deed restricted and was ultimately

¹ Calculated as gross square footage of project above grade = 40,545, less 15% reduction to livable footage = 34,463 square feet, reduced by 24,974 square feet allowed based on .5 FAR = 9,489 square feet, multiplied by 20% housing requirement = 1,898 square feet multiplied times \$196 per square foot = \$371,969.

sold by IEG's predecessor. Subsequently, in connection with the approval of the Entitled Project, the City agreed to accept a fee of \$1,150,000 in lieu of the employee housing, non-profit office space and the community housing relating to that larger project. The City calculated the in-lieu fee by reducing the non-profit square footage requirement to 2,500 and adding to that the 4,800 square feet of employee housing for a total of 7,300 square feet of community housing. The agreed upon in-lieu fee was payable in installments and \$150,000 was refundable if a building permit was applied for before October 30, 2009. The net result is that the City and IEG's predecessor agreed on an in lieu fee of \$92.45² per square foot of community housing. Applying \$92.45 per square foot amount to the 7,300 square feet of community housing applicable to the original PUD results in an in-lieu fee obligation of \$674,863.

IEG submits that the original PUD has provided the City with more than \$674,863 in unanticipated economic benefit and therefore the obligation to pay that amount should be forgiven as a means of enabling the Proposed Project to proceed. IEG has provided the City with a report explaining how the economic benefits provided by the Thunder Spring development, many of which were not anticipated, have exceeded the economic impact from the development. To avoid any issues with regard to the adequacy of the payment toward the obligations associated with the original PUD, IEG is proposing payment of the fee (described below) the perpetual payment component of which it attributes to the obligations under the original PUD.

As consideration for the amendment addressing the obligations under the original PUD and for accepting the aforementioned in-lieu payment for obligations associated with the Proposed Project, IEG would agree to pay a fee to the City ("Transfer Fee") upon each transfer of title to one of the 9 townhomes in the Proposed Project. The proposal is for a Transfer Fee equal to one percent (1%) of the gross sale price of each of the 9 townhomes payable upon a sale by IEG, and thereafter one half of one percent (.50%) of the gross sale price on every occasion of a resale of one of the 9 townhomes. The obligation to pay the Transfer Fee would be provided for in a written instrument recorded in the records of Blaine County as an encumbrance on the Property.

IEG estimates that the Transfer Fee would generate approximately \$400,000 in revenue for the City within 18 months after the Proposed Project was completed and sales began and approximately \$200,000, or more in revenue every 5 years thereafter as re-sales occurred. This revenue would be in addition to the annual ad valorem tax revenue of about \$400,000 the payment of which would benefit both the City and the Ketchum Urban Renewal Agency.

² The amount is calculated by dividing the \$1 million dollar exaction by 10,817 total square feet, 3,500 of which were attributable to the interval ownership project and 7,300 of which were attributable to the original PUD.

City of Ketchum
June 11, 2015
Page 3

Hopefully the foregoing Transfer Fee proposal will meet with your approval. We look forward to discussing it with you at your earliest possible convenience.

Sincerely,

LAWSON LASKI CLARK & POGUE, PLLC

A handwritten signature in black ink, appearing to read "E.A. Lawson". The signature is written in a cursive, slightly slanted style.

Edward A. Lawson

Pdf: Client



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

June 26, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Professional Services Agreement with JUB Engineers for Water System Facilities Plan Update and Environmental Information Document

Introduction/History

On May 18th citizens of Ketchum voted by a 90% margin to allow the city to obtain debt through a State Revolving Fund (SRF) Loan from Idaho Department of Environmental Quality (DEQ) for the purpose of installing water services and meters so that portions of the old Ketchum Springs Water system may be abandoned. In order to receive SRF funds DEQ requires a current Water System Facilities Plan and an Environmental Information Document (EID) pertaining to the project. This planning work was anticipated and will be funded through the SFR loan.

Current Report

JUB Engineers prepared our Water System Facilities Plan in 2010. At that time a SRF Loan was not contemplated and therefore the Master Plan was not prepared to meet the SRF requirements. For that reason the city must update our Master Plan in order to include all sections that are required to obtain the SFR loan. Following the Master Plan update an EID must be prepared for the selected alternative (the proposed project).

The proposed scope includes updating the 2010 Water System Facilities Plan to meeting SFR loan requirements including current water system demands and system changes. The consultant will also update our water system hydraulic model to current and future demands. DEQ has reviewed the scope to ensure the consultant has included the required sections.

Financial Requirement/Impact

The total fee for the Facility Plan update and EID work as outlined in the current proposed scope is \$78,860. Of that amount \$10,000 is a reserve for unforeseen costs or additional services beyond the initial scope. The reserve would only be billed with written approval from the city on a time and materials basis.

Funds for this work will come from the Water Capital Improvement Fund and will be fully reimbursed by DEQ through the State Revolving Fund loan. Interest charges begin accruing from the first reimbursement. Payments will not be due until completion of the project. DEQ will not release SFR loan funds for reimbursement of construction work until the Facilities Plan and EID are approved by DEQ.

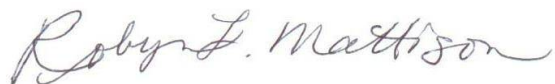
Recommendation

Staff recommends the Council authorize approval of the professional services agreement with JUB Engineers for Water System Facilities Plan Update and Environmental Information Document.

Recommended Motion

"I move to approve authorize the Mayor to execute the agreement with JUB Engineers for the Water System Facilities Plan Update and Environmental Information Document."

Sincerely,



Robyn L. Mattison, PE, LEED AP
Public Works Director/City Engineer



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 60-15-057
J-U-B Project Manager: TAA

This Agreement entered into and effective this 6th day of July 2015, between City of Ketchum, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Update the Water Facility Plan to meet DEQ requirements and prepare and Environmental Information Document hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: See Attachment 1.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1. Name	<u>Robyn L. Mattison, P.E., LEED A.P.</u>	Work telephone	<u>208-726-7825 Ext 101</u>
Address	<u>City of Ketchum</u>	Home/cell phone	<u>208-720-9992</u>
	<u>P.O. Box 2315/110 River Ranch Rd</u>	FAX telephone	<u></u>
	<u>Ketchum, Idaho 83340</u>	E-mail address	<u>rmattison@ketchumidaho.org</u>

For J-U-B:

1. Name	<u>Tracy A. Ahrens, P.E.</u>	Work telephone	<u>208-733-2414</u>
Address	<u>J-U-B ENGINEERS, Inc.</u>	Cell phone	<u>208-308-4680</u>
	<u>115 Northstar Avenue</u>	FAX telephone	<u>208-733-9455</u>
	<u>Twin Falls, Idaho 83301</u>	E-mail address	<u>taa@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B (“Services”)

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: See Attachment 1.

J-U-B’s services shall be limited to those expressly set forth above, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the following schedule (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: See Attachment 1.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services at J-U-B’s standard hourly rates and reimbursable expenses as follows (or as described otherwise in **Attachment 1**, if provided): See Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices.

- Yes *Management Reserve Fund.* If “YES”, the CLIENT will establish a management reserve fund of \$See Attachment 1 to provide the CLIENT’s Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
- No
- Yes *Retainer.* If “YES”, the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
- No

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered “Additional Services” and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: **Ketchum Water Facilities Plan Update and EID**

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Ketchum
 NAMES
P.O. Box 2315
 STREET
Ketchum, ID 83340
 CITY / STATE / ZIP CODE

 BY (Signature)

 NAME / TITLE

 BY (Signature)

 ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
115 Northstar Avenue
 STREET
Twin Falls, Idaho
 CITY / STATE / ZIP CODE

 BY (Signature)

Robert E. Hegstrom, Area Manager
 NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

- Attachment 1** – Scope of Services and/or Schedule and/or Basis of Fee
- Attachment 2** – Special Provisions
- Standard Exhibit A** – Construction Phase Services

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, and additional costs due to changes in regulation, shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety

precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the

parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, INC.

**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions.

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

Risk Allocation:

Delete: "...twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less."

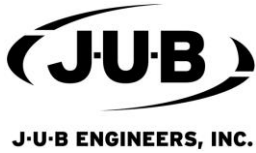
And replace with: "...one million dollars (\$1,000,000.00)."

Limitation Periods:

Delete this section

Legal Fees:

Delete this section



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services and / or Schedule and / or Basis of Fee

Client Name: City of Ketchum

Project: Water System Facilities Plan Update and EID

The Agreement for Professional Services dated July 6, 2015 is amended and supplemented to include the following provisions regarding the Scope of Services, and/or Schedule of Services, and/or the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING

The City of Ketchum (CLIENT or City) is seeking professional engineering services from J-U-B ENGINEERS, Inc. (J-U-B) for water system planning. The City owns and operates a municipal drinking water system that serves the population of Ketchum and can provide service to Sun Valley. In 2009 the Ketchum water model was calibrated with demands followed by a finished Water System Facilities Plan completed in 2010.

The City now desires to use IDEQ's Drinking Water State Revolving Loan Funds (SRF) for an upcoming project. To be eligible for these funds the Facilities Plan must be updated to meet SRF requirements including current water system demands and system changes. Therefore the Facilities Plan will be updated and prepared in accordance with IDEQ's SRF requirements and will be stand-alone independent of the 2010 document.

The Scope of Services for the preparation and submittal of a Water System Facilities Plan is generally described as follows:

- Describe and evaluate planning area conditions including SRF requirements.
- Describe and update the existing water system components and existing water system administration items.
- Verify acceptable population and water growth projection parameters for planning.
- Update existing and future water system demands.
- Update the calibrated hydraulic water distribution model with system changes and current demands.
- Based on the updated model, planning area, and existing and future demands, evaluate the existing and projected water supply, storage, booster pumping, chlorination, and distribution systems.
- Based on the evaluation, verify and update the proposed improvements.
- Master plan for the distribution system within the water system service area.
- Verify, update and/or develop capital and annual costs for improvement alternatives.
- Select preferred improvement alternatives and develop a Capital Improvement Plan for phasing and implementation of the alternatives.
- Provide general recommendations to the City for documenting, planning, and preserving the water system.

An Environmental Information Document (EID) will also be prepared under this Scope of Services for the selected improvements.

PART 1 - SCOPE OF SERVICES

A. **Basic Services** - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

1. **Task 001 – Water System Facilities Plan**

- a. The objective of this task will be to generally follow the SRF Outline and Checklist for Facilities Plans required by IDEQ (Form 5-A), where applicable. Each of the subtasks described below will represent a section of the Facilities Plan for the drinking water system. Several of the following sections will require

general compiling and analyzing of data and information that is not currently available in the existing water facility plan. It is intended that the City of Ketchum AutoCAD data will be relied upon and developed in these efforts. J-U-B will provide a more specific breakdown of information and data requested from the CLIENT after project kickoff and will begin analysis and master planning after the needed information is received.

b. Scope of Services:

1) Subtask 001 – Introduction

- a) Verify the purpose, need, scope, and organization of the study.
- b) Identify the City's responsibilities associated with water system improvement projects.
- c) Prepare report write-up addressing these items.

2) Subtask 002 – Existing Conditions

- a) It is assumed that the previous water service planning area boundary used in the 2010 plan is still adequate (*while small changes to the boundary can be accommodated with a simple plan update, larger land changes can significantly affect overall assumptions, evaluations, and proposed improvements and thus more significant effort can be needed to accommodate these changes*).
- b) Include a brief description of the existing environmental conditions in the planning area including:
 - i. Physical aspects (topography, geology, and soils).
 - ii. Climate.
 - iii. Population.
 - iv. Economics and social profile.
 - v. General land use.
 - vi. Floodplains.
 - vii. Wetlands.
 - viii. Wild and scenic rivers.
 - ix. Cultural resources.
 - x. Flora and fauna.
 - xi. Recreation and open spaces.
 - xii. Agricultural lands.
 - xiii. Air quality.
 - xiv. Water quality, quantity, and sole source aquifers.
 - xv. Public health.
 - xvi. Solid waste management.
 - xvii. Energy.
 - xviii. Reuse/land application.
 - xix. Regionalization.
- c) Verify and update the sizes and locations of the existing water system components including wells, storage tanks, booster pumps, chlorination, backup power, pressure zones, control valves, water mains, and the control system.
 - i. Acquire from CLIENT the most recent AutoCAD drawings reflecting the current 2015 water system. AutoCAD files and previous modeling files of CLIENT's physical system components will be used as the base data sources regarding infrastructure size and location for evaluation.
 - ii. Acquire from CLIENT existing water system infrastructure components replaced or added since the 2010 Plan that may not be reflected in the AutoCAD drawings.
 - a) This will include recent record drawings, engineering reports, operational information, and other information.
- d) Based on input from the CLIENT, summarize any recent operation and maintenance issues and concerns.
- e) Update historical water quality data for bacteria, chemicals, arsenic, and radiation and compare to maximum contaminant levels to identify contaminants of concern.
- f) Based on input from the CLIENT, summarize any persistent customer complaints on water (odor, unusual discharges, etc.).
- g) Provide updates on the CLIENT's most-recent cross-connection program and IDEQ sanitary survey.
- h) Review and summarize any changes to the mutual aid agreement with the Sun Valley Water and Sewer District or to operational patterns associated with the connection to this District.
- i) Summarize existing user charges and operation and maintenance budget.
- j) Acquire and summarize fire flow location needs.
- k) Summarize system classification and operator licensing.
- l) Prepare text, tables and figures summarizing the existing system and provide for CLIENT review prior to evaluation of the system.

- m) Review and update Existing System information based on CLIENT feedback for use in the water system evaluation.
 - n) Present a summary of existing water rights as prepared by the CLIENT.
 - o) Compile the following items in appendices as appropriate or available:
 - i. Existing Planning Area Conditions.
 - ii. Existing System Facilities and Operation Descriptions including Maps, Charts, Data, and Supplementary Information on:
 - a) Wells Logs and Pumps
 - b) Storage Tanks
 - c) Booster Station Pump
 - d) Distribution System
 - e) Pressure Zones
 - f) Chlorination
 - g) Operation
 - h) Water Quality Data
 - iii. Existing System Administration Maps, Charts, Data, and Supplementary Information:
 - a) System Budget.
 - b) User Charge.Rate/EDU's
 - c) IDEQ Sanitary Survey.
 - d) Cross Connection Program
 - e) ISRB/Fire Marshall Fire Flow Requirements
- 2) Subtask 003 – Land Use Analysis and Growth Projections
- a) Prepare figure to document land use or zoning assumptions previously used for CLIENT review.
 - b) Verify future growth conditions with CLIENT.
 - i. Verify annual water, population, or “equivalent” population growth rates. Previous equivalent population growth rates used in wastewater planning efforts are assumed to be adequate for this study.
 - ii. Review and use previous land and housing density to build-out of the service area.
 - iii. Verify any proposed developments or development patterns, etc.
 - iv. Acquire building permits and water hook-up data by address over the last 10 years in an Excel File to verify historic growth trends.
 - c) Establish Targets Dates for planning and model development. These are initially identified as follows:
 - i. 20 year population growth targets or buildout of the planning area if this comes first.
 - ii. 40 plus year growth projections or buildout of the service area, whichever controls, will be used for water main sizing, and conceptual location needs for future source/storage/booster facilities.
 - iii. Water right needs will be presented for 40 to 50 year demands or buildout of the service area whichever comes first.
 - d) Prepare written text, tables and figures summarizing Land Use and Growth Projections for CLIENT review prior to evaluation of the system.
 - e) Compile the following items in appendices as appropriate:
 - i. Land Use Supplementary Information.
 - ii. Growth Projection Information.
 - iii. Necessary references or lists of documents consulted.
- 3) Subtask 004 – Water Use and Analysis
- a) Acquire from CLIENT estimates for unmetered customer data, unmetered public uses, and other potential unmetered water users since the 2010 plan.
 - b) Update and analyze existing customer quarterly water use using customer meter data from 2010 through 2015 provided by CLIENT in Excel spreadsheets, databases, or GIS and estimate.
 - i. Use as a comparison with overall water supply data.
 - ii. Use as a comparison with 2010 plan unit flow loading for residential, commercial, and industrial loading.
 - c) Compile, update and analyze existing water system use using hourly supply meter data from 2010 through 2015, as provided by CLIENT in Excel spreadsheets, databases, or GIS and estimate:
 - i. Average day demand.

- ii. Maximum day demand and peaking factor.
- iii. Peak hour demand and peaking factor.
- iv. Per capita demands
- d) Future Water Use
 - i. Updated unit flows from existing system are intended to be used for future water use projections.
 - ii. Verify any water use behavior trends that may impact future flow use.
 - iii. Identify any large future water users.
 - iv. Update future water use based on the updated calibrated unit values, any future water use behavior assumptions, and anticipated large users. Allocation of future users is assumed to follow land and growth condition assumptions used in the 2010 plan.
- e) Prepare written text, tables and figures summarizing Water Use and Analysis for CLIENT review prior to evaluation of the system.
- f) Review and update Water Use and Analysis based on CLIENT feedback for use in the water system evaluation.
- g) Compile the following items in appendices as appropriate:
 - i. Supplementary water demand information.
 - ii. Necessary references or lists of documents consulted.
- 4) Subtask 005 - System Evaluation under Existing and Future Conditions
 - a) Verify and establish operational and water system design criteria with CLIENT for evaluating water facilities and administrative items including:
 - i. Typical hydraulic performance criteria for existing and new infrastructure.
 - ii. Pressures needed for service.
 - iii. Existing fireflow needs based on the local Fire Marshall or in accordance with the International Fire Code.
 - iv. Future fireflow needs.
 - v. Storage needs.
 - vi. Well and pump needs.
 - vii. Redundancy needs.
 - viii. IDAPA requirements.
 - ix. Other CLIENT needs.
 - b) Develop the calibrated model based on Subtask 011 for use in modeling and evaluating the water system for existing and future conditions scenarios for average day demands, peak hour demands, maximum day demands, and fire flow with maximum day demands.
 - c) Based on the existing system and future demand projections, other data developed with subtasks 002-004, and evaluation criteria, evaluate the condition and capacity of the following Facilities and Administrative Items:
 - i. Facilities:

<ul style="list-style-type: none"> a) Ability of water supply to meet demands b) Storage needs for equalization, emergency and fire flow c) Pump station capacity to meet demands d) Pressure zone and valve capacity to 	<ul style="list-style-type: none"> e) meet demands and pressures f) Back-up power g) Disinfection systems h) Water main capacity to meet demands SCADA and operational settings necessary to meet communication needs, flows, and pressures.
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 - ii. Administrative Items:

<ul style="list-style-type: none"> a) Water Quality (Identify compliance and excursion events for primary and secondary drinking water standards) 	<ul style="list-style-type: none"> b) Maintenance Budget Adequacy based on replacement life c) System and Operator Certification (Licensing adequate
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- for existing and future needs) current needs, standards, and requirements)
- d) Ordinances (Adequate to meet)
- d) List and describe identified problems and deficiencies with the existing water system.
- e) List and describe identified problems and deficiencies with the future demand scenarios with no improvements.
- i. To fully complete future scenario evaluation with more realistic demand allocation, some typical water main sizes and potential source locations may need to be assumed for routing purposes only.
- f) Prepare written text, tables and figures summarizing System Evaluation under Existing and Future Conditions for CLIENT review in preparation for evaluating needed improvements to the system.
- g) Review and update System Evaluation for Existing and Future Conditions based on CLIENT feedback for use in the determining needed improvements.
- h) Compile the following items in appendices as appropriate:
- i. Operational and Water System Design Criteria.
 - ii. Existing and Future Model System Results.
 - iii. Necessary references or lists of documents consulted.
- 5) Subtask 006 – Development and Screening of Alternatives
- a) Initial Screening of Alternatives.
- i. Review the improvements recommended in the 2010 Facilities Plan compared to the 2015 system evaluation and develop any other necessary alternatives to address the following basic objectives:
 - a) Address the problems and deficiencies listed and identified in the previous section for the various existing water system components.
 - b) Serve the future planning area.
 - ii. For distribution improvements, use the updated hydraulic water model to preliminarily route and size mains. Consider land use plans, population growth, topography, section lines, service areas, and major roads when routing future waterlines along with CLIENT input. This task will not evaluate specific potential future development configurations or layouts, but will provide 20 percent “meander” factor to account for variations in final alignments.
 - iii. Identify how any isolated areas could be served in the planning area.
 - iv. The list of alternatives are anticipated to include the following:
 - a) No-action.
 - b) Optimize operation of existing facilities.
 - c) Regionalization.
 - d) Up to 2 additional alternatives that each may involve a combination of waterline replacement, storage/supply/pumping upgrades, and new facility construction. This scope assumes that no treatment improvements will need to be addressed and secondary irrigation will not be addressed.
 - v. Provide a broad-brush screening of environmental impacts for each alternative based on the criteria considered in Subtask 002.
 - vi. Alternatives that obviously will not meet the basic objectives will be dropped from further consideration.
 - vii. Identify a “short-list” of alternatives for further evaluation and final screening.
- b) Final Screening of Alternatives.
- i. Provide a description with conceptual sizing and layouts for the needed improvements associated with each alternative identified for final screening.
 - ii. Identify significant impacts, if any, to system classification and operator licensure from each feasible alternative.
 - iii. Evaluate planning level costs for each alternative including:
 1. Present worth analysis.
 2. Capital costs (engineer’s planning level opinion of probable capital cost).
 3. Operations and maintenance costs.
 4. Cost escalation factors for energy use, and inflation where applicable.
 5. Davis Bacon Wage Rate and American Iron and Steel provisions.
 - iv. Provide a comparison or ranking matrices to screen the alternatives selected by the CLIENT potentially including: life cycle cost, perceived public acceptance, perceived

- regulatory acceptance, redundancy, reliability, ease of operation and maintenance, ease of implementation, public/business impacts, and broad-brush environmental analysis.
- c) Prepare written text, tables and figures summarizing Development and Screening of Alternatives.
 - d) Following reviews by CLIENT and “technical approval” by IDEQ conduct one public hearing to review alternatives for the water system supply, storage, pumping, and distribution needs and objectives of CLIENT. CLIENT is responsible for publication costs and facilitation of the public hearing.
 - e) Compile the following items in appendices as appropriate:
 - i. Costs.
 - ii. Public participation notices, meeting minutes, and summaries of comments received.
 - iii. Supplementary Alternative Development Information.
- 6) Subtask 007 – Selection of Improvements and Capital Improvement Plan
- a) Identify the preferred alternative selected by the CLIENT for implementation following the public engagement and hearing process.
 - b) Provide justification if considerations other than cost-effectiveness and environmental impacts led to selection of the preferred alternative.
 - c) Develop a preliminary project schedule and phasing plan including a 5 year capital improvement plan (CIP) for near-term needs.
 - d) Provide project cost estimates. The pricing analysis in the Plan will estimate the incremental increase in cost (capital, O&M, and debt service) to the CLIENT due to the cost of implementing the preferred alternative and the associated incremental increase in user rates as a result.
 - e) Describe in general terms the CLIENT’s capability to finance and manage the construction and operation of the preferred alternative.
 - f) Discuss in general terms the land availability and acquisitions needed for locating the preferred alternative, if appropriate.
 - g) Discuss any special operation and maintenance requirements and operator certification requirements associated with implementation of the preferred alternative.
- 7) Subtask 008 – Recommendations for Future and Limitations of the Report
- a) Based on a review of the data, CLIENT needs, the master plan process, and modeling, provide recommendations for future data needs or existing deficiencies, technologies, GIS, and other items identified during execution of this scope of work.
 - b) Summarize limitations to the report.
- 8) Subtask 009 – Executive Summary
- a) Briefly summarize the key findings of the Facilities Plan.
- 9) Subtask 010 – General Report Compilation
- a) Following subtask 006, 008, and 009 compile, format, and print preliminary draft review for CLIENT.
 - b) Update and submit the draft plan to IDEQ for “technical review and approval” before proceeding with presentation to the Public and CLIENT final selection of improvements.
 - c) Address IDEQ questions/comments and prepare report for Public Hearing.
 - d) Prepare final copy of report for CLIENT following Final Alternative Selection and completion of subtask 007.
 - e) Quality Control review of Plan document Prior to Preliminary, Draft, and Final Submittals.
 - f) Deliverables:
 - i. Preliminary Draft Water System Facilities Plan to CLIENT for review – Four (4) hardcopies.
 - ii. Draft Water System Facilities Plan to CLIENT and IDEQ for review – Two (2) hardcopies each.
 - iii. Revised Draft Water System Facilities Plan to CLIENT and IDEQ for review – Two (2) hardcopies each and 1 pdf.
 - iv. Final Water System Facilities Plan to IDEQ and CLIENT following CLIENT Selection – Two (2) hardcopies each and 1 pdf.

- v. This Scope of Services does not include development of a Preliminary Engineering Report (PER). After Facilities Plan and EID approvals, a PER can be developed for identified improvement projects as part of a separate scope of services.
- 10) Subtask 011 — Hydraulic Model Development
 - a) Update the existing computerized hydraulic water model developed in WaterCAD for existing system evaluation, future projections, and alternative evaluation.
 - b) Existing System Model Update
 - i. Physical Components Update.
 - a) Verify and update the existing water mains and control valves based on information provided by the CLIENT and developed with Subtask 002.
 - b) For new components, enter elevation data based on CLIENT-provided or USGS data and other field measurements.
 - ii. Initial Water Demand Update.
 - a) Based on subtasks 003 and 004 update demands in the model for Existing Demands.
 - iii. Operational Settings.
 - b) Revise the storage tank, pump station, valve, pressure zone, and other control settings to reflect current operation of the system based on information provided by the CLIENT.
 - c) Future Model Update.
 - i. Update future demands based on subtasks 003 and 004.
 - ii. Evaluate the water system with future demands with no improvements.
 - iii. Following initial screening of alternatives, evaluate up to three alternative improvements within the model.
 - 11) Subtask 012 – Administration
 - a) Coordinate staffing, prepare invoices, track and schedule progress of work, provide updates to CLIENT, and review budget.
 - b) Schedule, prepare for, and attend both internal and external meetings throughout the course of the project.
 - 12) Subtask 013 –Meetings
 - a) This scope anticipates the following six external meetings to be held at the City:
 - i. Kickoff meeting to review scope and coordinate with City for data collection phase.
 - ii. Meeting to review compiled system information and data, demand data, land use, and population growth assumptions. A site review meeting will also be completed at this step or as part of the first meeting.
 - iii. Meeting to review identified existing system deficiencies and develop list of alternatives for final screening with screening criteria and weighting.
 - iv. Meeting to review screening and complete draft ranking or comparison of alternatives.
 - v. A public meeting with CLIENT Council to present draft Plan prior to selecting the preferred alternative at a public hearing.
 - vi. A final public hearing to present alternatives and receive input and comments on alternatives.

2. **Task 002 – Environmental Information Document (EID)**

- a. The objective of this task will be to generally follow the SRF Outline and Checklist for Environmental Information Documents required by IDEQ (Form 5-B, Tier 1), where applicable for the drinking water system. The task will document the environmental impacts and decision-making processes completed to select the preferred alternative(s) for implementation. The EID is required to obtain agency funding for improvements such as IDEQ's State Revolving Loan grant or loan funds.
- b. Scope of Services:
 - 1) Prepare public announcement for CLIENT advertisement describing general project conditions, goals, alternatives and date for public meeting to present alternatives.
 - 2) Prepare for and attend one public meeting at CLIENT offices to describe Draft Facilities Plan and alternatives under consideration to collect input from the public prior to Client's selection of the preferred alternative.
 - 3) Prepare and distribute agency consultation letters based on IDEQ's direction including a project description and map.

- 4) Provide IDEQ headquarters with the project description and map for use in consulting with Tribes and US Fish and Wildlife Service.
 - 5) Prepare a draft EID including the following:
 - a) Cover Page-- Prepare a cover sheet with the CLIENT's contact information and a summary of the proposed improvements, estimated costs and monthly user rates, and project funding.
 - b) Purpose and Need for Project -- Generally describe the purpose and need for the proposed water system improvements, including a brief description and schematics of the existing water system.
 - c) Description of Alternatives Including the Proposed Action
 - i. Summarize all the water system improvement alternatives considered in the Facilities Plan during the initial screening, including a general comparison of relevant environmental impacts and costs.
 - ii. Identify and describe the preferred alternative.
 - d) Affected Environment.
 - i. Prepare a detailed description of the preferred alternative with maps and figures as appropriate.
 - ii. Identify the proposed project planning area (PPPA) and the area of potential effects (APE) if different than the planning area.
 - iii. Identify and characterize features of the environment affected by the proposed project, the potential environmental impacts, and means to mitigate adverse environmental impacts, including:

<ol style="list-style-type: none"> a) Physical aspects (topography, geology, and soils). b) Climate. c) Population. d) Economics and social profile. e) General land use. f) Floodplains. g) Wetlands. h) Wild and scenic rivers. i) Cultural resources. j) Flora and fauna. 	<ol style="list-style-type: none"> k) Recreation and open spaces. l) Agricultural lands. m) Air quality. n) Water quality, quantity, and sole source aquifers. o) Public health. p) Solid waste management. q) Energy. r) Reuse/land application. s) Regionalization.
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 - iv. Prepare schematics and maps, as necessary, for the affected environment.
 - e) Agency Consultation
 - i. Coordinate with the appropriate environmental review agencies, as listed on IDEQ's current agency consultation list. Up to two (2) written letters will be sent to the agencies.
 - ii. Provide IDEQ with the project description and figures of the PPPA, APE, and preferred alternative for their consultation with Tribes and agencies.
 - iii. Document the public and agency consultation process and results.
 - a) Summarize and address comments received.
 - b) Summarize references consulted, agencies consulted, and mailing lists.
 - 6) Final EID and Report Compilation
 - a) Compile, format, and print draft review for CLIENT and IDEQ.
 - b) Respond to CLIENT and IDEQ comments on EID.
 - c) Compile, format, and print FINAL EID for IDEQ and CLIENT.
 - d) Quality Control review of Plan document Prior to Draft and Final Submittals.
 - 7) Project Management and Meetings
 - a) Coordinate staffing, prepare invoices, track and schedule progress of work, and provide updates to the CLIENT on a regular basis.
 - b) Schedule, prepare for, and attend both internal and external meetings throughout the course of the project. This Scope of Services includes the following external meeting with the CLIENT:
 - i. A meeting to review the draft EID.
- c. Deliverables:
- 1) Draft EID to CLIENT and IDEQ-- Two (2) hardcopies each and 1 pdf.

2) Final EID to CLIENT and IDEQ– Two (2) hardcopies each and 1 pdf.

3. **Task 003 – Management Reserve Account**

- a. The objective of this task is for the CLIENT to establish a management reserve fund to provide the CLIENT's authorized representative the flexibility of authorizing additional funds to the Agreement, through written authorization, for allowable unforeseen costs or paying J-U-B for Additional Services beyond the Basic Services defined in this Agreement. Potential tasks could include: Data gathering not completed by CLIENT, GIS coordination, additional meeting attendance, expanded hydraulic modeling, and additional alternative analyses.

B. **CLIENT's Responsibilities/Exclusions from Current Scope** – CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

1. Provide input as to CLIENT's requirements for the Project, including objectives and constraints, budgetary limitations, and design and construction standards. Provide input on growth areas and criteria and weighting to be used in screening alternatives and prioritizing improvements in the capital improvement plan. Ensure staff availability to review documents and provide active direction and timely decisions in writing pertaining thereto.
2. Coordinate with others regarding water right evaluation.
3. Furnish any available information pertinent to the Project including, but not necessarily limited to, reports, data, and drawings relative to previous efforts. Specific items will be requested once the project begins and will include items such as:
 - a. Electronic copies of previously completed reports: Comprehensive Plan, Land Use Plan, Strategic Plan, Wastewater Plans, and other necessary plans. Identify locations and estimated water needs for potential future large users if not provided in the Comprehensive plan.
 - b. AutoCAD base maps and GIS base map data as discussed further in the next section.
 - c. System Documents such as: water system classification worksheet, operator and backup operator certifications, most recent IDEQ sanitary survey, any conservation measures, cross-connection control ordinance, source water protection plan, consumer confidence report, user charge ordinance, ISRB/ISO Fire Flow Requirements, other special ordinances or requirements, agreements with Sun Valley Water and Sewer District or others.
 - d. Financial data, including the budget for last three years, existing debts, reserve accounts, special or anticipated major expenditures.
 - e. Water quality (bacteria, chemicals, arsenic, and radiation) data from 2010 through 2015 in Excel format.
 - f. Pressure or flow control valve information in excel format with location, type, size, age, manufacturer, maintenance schedule, condition. Previous planning efforts show PRV's for pressure zones with location, and size.
 - g. Storage tank information including, maintenance schedule, and condition. Previous planning efforts show size, location, age and material.
 - h. Booster motor and pump name tags and information with photos, as well as additional data in Excel or pdf such as impeller size, pump curve information, original design information, efficiency etc. or as obtained from manufacturers and suppliers. Also pump and motor age, condition, maintenance schedule, current condition, and connections to the system.
 - i. Well motor and pump name tags and information with photos, as well as additional data in Excel or pdf such as impeller size, pump curve information, original design information, efficiency etc. or as obtained from manufacturers and suppliers. Also well pump/motor age, condition, maintenance schedule, current condition, and connections to the system.
 - j. Chlorination System information, condition, age, sizes, maintenance schedule.
 - k. Auxiliary Power, sizes, operation, age, condition.
 - l. Excel summary of operating control criteria such as tank level on/off triggers, well on/off triggers, pump on/off triggers, pressure control valves settings, locations, and elevations, pressure gage elevations. Differences in seasonal operation.
 - m. SCADA and water supply volumes, flow rates, tanks levels, and pressure (hourly, if available). 2010 through 2015.
 - n. Number of equivalent residential units and number of connections.

- o. Water meter consumption records and associated GIS with name, address, account ID, usage, etc. from 2010 through 2015.
 - p. High User water volumes and flow rates daily and hourly if available.
 - q. Unmetered locations that receive water usage across the city.
 - r. Summary of water system regulatory violations from 2010 through 2015.
 - s. Summary of customer complaints from 2010 through 2015 (taste, odor, pressure, etc.).
 - t. Summary of historical persistent maintenance and repair problems from 2010 through 2015.
 - u. Currently committed or proposed developments or projects; Developments previously committed or proposed that are no longer anticipated.
4. Electronic copies of GIS layers and geodatabases, if available including water system layers, aerial mapping layers, parcel layers, road layers, land use/zoning layers, impact area or comprehensive plan layers, proposed or anticipated development layers, city limits and other boundary layers, elevation layers, contour layers, utility layers for sewer, storm sewer, private utilities, irrigation, canal systems, and other base map layers. It is assumed that the GIS layer will be back-checked by CLIENT or others for accuracy.
 5. Provide services for on-call technical support, training, and program development for modeling, GIS, and asset management.
 6. Arrange for safe site access if needed.
 7. Provide right-of-way research, land acquisition(s), laboratory analyses, property and topographic surveys, hydrogeological and well investigations, water rights evaluations, and geotechnical investigations, if needed.
 8. Contact land owners about possibilities for purchasing land.
 9. Provide public involvement required beyond presenting the findings at a public hearing. Prepare for, facilitate, and advertise for public notices and public meetings.
 10. Perform detailed water user rate studies beyond that specified under Basic Services.
 11. Pay any fees required by regulatory agencies.
 12. Provide ordinance/code development.
 13. Provide additional environmental review or studies beyond the EID such as wetland delineations, biological/archeological/cultural surveys, geotechnical studies, additional field work, special mitigation measures, air quality evaluations, energy audits. Also excluded are revisions to the EID process that IDEQ may implement during the course of the study.

PART 2 – SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
001	Water System Facilities Plan	Complete draft Plan for IDEQ “technical review” submittal 120 calendar days after receipt of signed agreement and CLIENT provided information required for subtasks 002-004.
002	Environmental Information Document	Task to be performed after final alternative selection; actual schedule will depend on agency/public comments and review times. If responses from the environmental review agencies have not been received within 90 calendar days from contact, this non-responsiveness will be noted.

003	Management Reserve Fund for Additional Services	To be determined
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PART 3 – BASIS OF FEE

- A. CLIENT shall pay J-U-B for the identified Basic Services as follows:
1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. For Time and Materials fees:
 - a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.
- B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
001	Water System Facilities Plan	Lump Sum	\$51,440
002	Environmental Information Document	Lump Sum	\$17,420
003	Management Reserve Account	Time and Materials as approved by City PM	\$10,000
Total			\$78,860

- C. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

June 30, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Road Security Agreement with Limelight Ketchum, LLC

Introduction/History

The Development Agreement (section 4.3) with Limelight Hotel requires that the owner enter into a Road Security Agreement with Ketchum to provide financial assurance to mitigate all material impacts to roads in Ketchum caused by construction traffic during the project build-out.

Current Report

Limelight Ketchum, LLC has prepared the attached Road Security Agreement that has been reviewed and approved by the City Attorney and City Engineer. The agreement states that assessment will reflect damage from incremental construction traffic as distinguished from wear and tear due to normal traffic taking into consideration the remaining useful life of the road. The agreement also states that in the event of actual damage to the roads the owner's reimbursement will reflect the cost of repairs regarding of remaining useful life of the road.

Limelight Ketchum, LLC has chosen to have its parent company, Aspen Skiing Company, LLC, execute a Guaranty to the city to mitigate all material damage to roads in the City caused by the traffic necessary for the project's construction.

Financial Requirement/Impact

None. The purpose of the Road Security Agreement is to ensure that the project owner (Limelight LLC) will pay the City the amount needed to mitigation damage to roads caused by construction traffic.

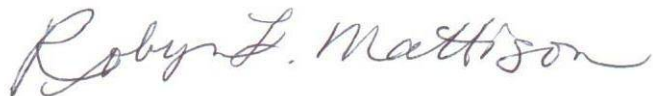
Recommendation

Staff recommends the Council approve the Road Security Agreement with Limelight Ketchum, LLC.

Recommended Motion

"I move to approve the Road Security Agreement with the Limelight Ketchum, LLC and authorize the Mayor to execute said agreement."

Sincerely,

A handwritten signature in cursive script that reads "Robyn L. Mattison". The signature is written in dark ink on a white background.

Robyn L. Mattison, PE, LEED AP
Public Works Director/City Engineer

ROAD SECURITY AGREEMENT

THIS ROAD SECURITY AGREEMENT (this "Ageement") is made as of July 6, 2015, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation, hereafter referred to as "City", and Limelight Ketchum, LLC, hereafter referred to as "Owner".

WHEREAS, the City has entered into a Development Agreement with Owner dated April 20, 2015 to develop certain property in Ketchum, Idaho legally described as Amended Lot 1A, Block 20, Ketchum Townsite and more commonly referred to as 151 South main Street, Ketchum, Idaho, on which it plans to construct a new hotel (the "Project").

WHEREAS, pursuant to Section 4.3 of the Development Agreement, Owner is required to enter into a Road Security Agreement with the City establishing when Owner will be required to deposit funds, a letter of credit, bond, a set-aside letter or other form of financial assurance acceptable to the City.

WHEREAS, the City has confirmed that a guarantee from Aspen Skiing Company LLC in the form attached hereto as Exhibit A is a sufficient form of financial assurance acceptable to the City pursuant to the Development Agreement and this Road Security Agreement.

NOW, THEREFORE, the Owner and the City agree as follows:

1. The Owner will pay the City the amounts needed in order to mitigate all material damage to roads in the City caused by the traffic necessary for the Project's construction. Material damage shall be determined using reasonable evidence as assessed under the City Engineer's then current and reasonable methodology as agreed to by Owner's engineer, for determining material damage to any and all roads in the City. All such assessments shall reflect damage from the incremental construction traffic for the Project as distinguished from wear and tear due to normal traffic in the City. and shall take into consideration the remaining useful life of the road at the commencement of the Project to determine amounts due and owing. In the event that there is actual damage to the roads due to Project construction traffic (as differentiated from normal non-construction traffic), Owner's, reimbursement shall reflect the cost of repairs, regardless of useful life of the road.

2. Upon agreement between the City Engineer and the Owner's engineer of such amounts due and owing in Paragraph 1, the City shall make written demand of such amount to Owner. Owner agrees to pay such agreed upon amount within thirty days after receiving a written demand from the City.

3. This Guarantee is a continuing guarantee and shall remain in effect until three months after the Development Agreement has been terminated or final payment to the City has been made by Owner pursuant to the terms hereof, whichever occurs first.

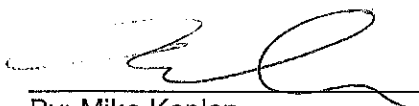
IN WITNESS WHEREOF, Owner and City have executed this Road Security Agreement as of the day and year first above written.

City of Ketchum, Idaho

Limelight Ketchum LLC

By its sole member Brush Creek Land Company LLC

By: _____
Title: _____



By: Mike Kaplan
Title: CEO

ROAD SECURITY AGREEMENT GUARANTEE

THIS ROAD SECURITY AGREEMENT GUARANTEE (this "Guaranty") is made as of July 6, 2015, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation, hereafter referred to as "City", and Aspen Skiing Company, LLC, hereafter referred to as "Guarantor".

WHEREAS, the City has entered into a Development Agreement with Limelight Ketchum LLC ("Owner") dated April 20, 2015 to develop certain property in Ketchum, Idaho legally described as Amended Lot 1A, Block 20, Ketchum Townsite and more commonly referred to as 151 South main Street, Ketchum, Idaho, on which it plans to construct a new hotel (the "Project").

WHEREAS, pursuant to Section 4.3 of the Development Agreement, Owner is required to enter into a Road Security Agreement with the City establishing when Owner will be required to deposit funds, a letter of credit, bond, a set-aside letter or other form of financial assurance acceptable to the City.

WHEREAS, the Guarantor is an affiliate of Owner.

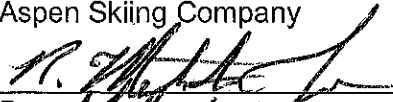
WHEREAS, the City has confirmed that a guarantee from Guarantor is a sufficient form of financial assurance acceptable to the City pursuant to the Development Agreement and shall stand as surety for the Road Security Agreement between Owner and City.

NOW, THEREFORE, the Guarantor hereby covenants with the City as follows:

1. The Guarantor will guarantee the due and proper payment of any and all amounts due from the Owner pursuant to the Road Security Agreement between Owner and City.
2. In the event that Owner fails to pay the City amounts properly due pursuant to paragraph 1 above within thirty days after receiving a written demand from the City, Guarantor shall pay the City such amounts within thirty days of receiving a written demand.
3. This Guarantee is a continuing guarantee and shall remain in effect until three months after the Development Agreement has been terminated or final payment to the City has been made by Owner or Guarantor pursuant to the terms of Section 4.3 of the Development Agreement, whichever occurs first.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first above written.

Aspen Skiing Company


By: _____
Title: _____



From: Dave Kassner
Sent: Wednesday, July 01, 2015 12:57 PM
To: Lilly Opple
Subject:

City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

DATE July 1, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Unlawful Confinement of Animals

Introduction/History

On average, we receive more than one hundred complaints per year of pet animals in vehicles on warm to hot days. Roughly 25% of these calls the animal is showing one or more symptoms of distress at the time of our arrival on scene. In the United States, more than 100,000 animal deaths related to hot cars are reported and many more go unreported. The State of Idaho does not have a law on record to handle this type of situation and currently the city of Ketchum does not have an ordinance prohibiting leaving animals in cars or giving us authority to enter the vehicle and remove the animal.

Current Report

On a 70 degree day, the internal temperature of a vehicle can rise to 104 degrees within half an hour and on a day that registers 95 degrees can rise to 129 degrees in the same amount of time. Animals, especially dogs are unable to perspire to cool themselves down and must rely on panting or dissipating their body temperature through their paws. Cats can only dissipate their internal temperature through their paws. A temperature of more than 110 degrees can be deadly for an animal in a short amount of time, causing them to succumb to heat stroke.

Staff with the help of the City Attorney, have drafted the enclosed ordinance which will make it illegal to confine an animal in an unattended vehicle under conditions that endanger the health or well-being of an animal due to heat, cold, lack of adequate ventilation, or lack of food or

water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal.

This ordinance will also give law enforcement and community service officers the authority use reasonable force to remove animals from vehicle under the above circumstances.

The ordinance also allows for a \$100.00 fine per animal for a first offense, or a \$250.00 fine per animal for a second offense, although a citation is not mandatory and will be left to the discretion of the officer handling the call. Under most circumstances, the realization by the pet owner of the seriousness of the situation is more than enough to keep them from putting their pet in this situation again.

Our procedure when responding to this type of call will be to assess the animal and look for the following symptoms of heatstroke:

- Rapid, heavy panting
- Bright red tongue
- Bright red gums OR very pale gums
- Drooling, thick saliva
- Dizziness and/or weakness
- Vomiting and diarrhea

We will also check the internal temperature of the vehicle. If the internal temperature is 100 degrees or higher and the animal is showing any of the symptoms of heatstroke, we will remove the animal.

Financial Requirement/Impact

Not Applicable

Recommendation

Staff recommends adopting Ordinance 6.04.115 – Unlawful Confinement of Animals and if possible, due to the current heat wave, waive the three readings.

Recommended Motion

I move the council adopt:

AN ORDINANCE CREATING SECTION 6.04.115, KETCHUM MUNICIPAL CODE, ENTITLED UNLAWFUL CONFINEMENT OF ANIMALS TO PROHIBIT UNATTENDED ANIMALS IN VEHICLES IN DANGEROUS CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

Sincerely,
Dave Kassner
Chief Ketchum Police

ORDINANCE #1136

AN ORDINANCE CREATING SECTION 6.04.115, KETCHUM MUNICIPAL CODE, ENTITLED UNLAWFUL CONFINEMENT OF ANIMALS TO PROHIBIT UNATTENDED ANIMALS IN VEHICLES IN DANGEROUS CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum has determined that unattended and confined animals left in motor vehicles in extreme conditions is a form of animal cruelty; and

WHEREAS, the City of Ketchum has determined that it is in the best interests of the public to prohibit such cruelty; and

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

Section 1. That the following code section, 6.04.115, of the Ketchum Municipal Code is hereby created and reads as follows:

Section 6.04.115 Unlawful Confinement of Animals

- A.** It shall be unlawful to leave or confine an animal in any unattended motor vehicle under conditions that endanger the health or well-being of an animal due to heat, cold, lack of adequate ventilation, or lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal.
- B.** A law enforcement or community service officer may use reasonable force under the above circumstances to enter a vehicle and remove the animal after first making a reasonable attempt to contact the animal's owner. The officer removing the animal shall use reasonable means to contact the owner of the animal to arrange for its return home. Absent contact with the owner, the animal will be taken to a veterinary clinic if emergency care is needed and after a reasonable amount of time to an animal shelter. If emergency care is needed, the animal's owner shall be responsible for all costs of such emergency care.
- C.** A person violating this ordinance is subject to a fine of \$100 per animal upon the first offense. Any subsequent violation is punishable by a fine of \$250 per animal.

Section 2. This Ordinance shall be effective upon its adoption and publication.

APPROVED by the Mayor of the City of Ketchum, Idaho this ____ day of August, 2015.

APPROVED:

ATTEST:

Nina Jonas
MAYOR

Sandy Cady
CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

City Attorney



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

July 1, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Resolution 15-014 Authorizing the Public Works Director to Sign State Revolving Loan Documents

Introduction/History

On May 18th citizens of Ketchum voted by a 90% margin to allow the city to obtain debt through a State Revolving Fund (SRF) Loan from Idaho Department of Environmental Quality (DEQ) for the purpose of installing water services and meters so that portions of the old Ketchum Springs Water system may be abandoned.

Current Report

DEQ requires that municipalities applying for SRF loans authorize, through resolution, a single individual within the city to sign all SFR related documents. Resolution 15-014 grants the Public Works Director with this authority.

Financial Requirement/Impact

None

Recommendation

Staff respectfully recommends approval of Resolution 15-014 which grants SFR Loan document signing authority to the city's Public Works Director.

Recommended Motion

"I move to approve Resolution 15-014 authorizing the Public Works Director to Sign State Revolving Funding Loan Documents."

Sincerely,

Robyn L. Mattison, PE, LEED AP
Public Works Director/City Engineer

RESOLUTION 15-014

A RESOLUTION OF THE CITY COUNCIL OF CITY OF KETCHUM, IDAHO AUTHORIZING THE CITY OF KETCHUM PUBLIC WORKS DIRECTOR TO SIGN ALL APPLICATIONS, LOAN AGREEMENT AND AMENDMENTS, AND OTHER DOCUMENTS RELATING TO DRINKING WATER FACILITIES STATE REVOLVING LOAN FUND CONSTRUCTION LOANS

WHEREAS, the City intends to construct drinking water facilities for the service area; such facilities being necessary for the health, safety, and well-being of the people; and

WHEREAS, the facilities are to be developed in accordance with the requirements of IDAPA 16, Title 01, Chapter 8, and 1 constructed as required to serve the needs of the area; and

WHEREAS, the costs of the construction of the facilities are eligible for State Revolving Loan Funding;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF KETCHUM, IDAHO, the City of Ketchum Public Works Director is duly authorized to sign applications, loan agreements and amendments, and other documents relating to drinking water facilities construction loans.

This Resolution will be in full force and effect upon its adoption this 6th (sixth) day of July, 2015.

Nina Jonas, Mayor

ATTEST:

APPROVED AS TO FORM AND
CONTENT:

Sandra Cady, CMC
City Treasurer/Clerk

City Attorney



**City of Ketchum
Fire Department**

June 30, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Resolution 15-015 Authorizing Adoption Of The
Blaine County Multi-Jurisdictional All-Hazard Mitigation Plan**

Introduction/History

The Disaster Mitigation Act of 2000 established requirements for pre and post disaster hazard mitigation programs. The City of Ketchum has been part of the Blaine County All Hazard Mitigation Plan since 2009 and this Resolution adopts the 2015 updated version of the Blaine County All Hazard Mitigation Plan (AHMP).

Current Report

This version of the Blaine County AHMP involved a much more detailed survey of local residents and local governments to determine the ranking and severity scores of possible local disasters. The 2009 AHMP addressed risks such as wildfires and floods however detailed mitigation efforts were not fully identified. This plan details these items more in depth as well as identifies future mitigation goals of the local governments and Blaine County.

Financial Requirement/Impact

There is no financial cost to adopting this Resolution however being part of this plan allows the City of Ketchum to apply for grants to accomplish our disaster mitigation efforts. Without our participation in this plan, the City of Ketchum would not be allowed to seek reimbursement from FEMA for costs incurred during natural disasters such as the Beaver Creek Fire.

Recommendation

I respectfully request the City Council to authorize the Mayor to sign this Resolution adopting the Blaine County Multi-Jurisdictional All-Hazard Mitigation Plan.

Recommended Motion

"I move to adopt the Blaine County Multi-Jurisdictional All-Hazard Mitigation Plan."

Sincerely,

Mike Elle
Fire Chief

RESOLUTION NO. 15-015
A RESOLUTION OF THE CITY OF KETCHUM
AUTHORIZING THE ADOPTION OF THE BLAINE COUNTY
MULTI-JURISDICTIONAL ALL-HAZARD MITIGATION PLAN 2015

WHEREAS, all of Blaine County, Idaho has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established requirements for pre and post disaster hazard mitigation programs; and

WHEREAS; the Local Emergency Planning Committee of Blaine County, with participation from local municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Blaine County; and

WHEREAS, the Committee has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED that the City of Ketchum;

- 1) Adopts in its entirety, the Blaine County Multi-Jurisdictional All-Hazard Mitigation Plan (the "Plan") as the jurisdiction's Natural Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
- 2) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4) Will continue its support of the Local Emergency Planning Committee as described within the Plan.
- 5) Will help to promote and support the mitigation successes of all participants in this Plan.
- 6) Will incorporate mitigation planning as an integral component of government and partner operations.
- 7) Will provide an update of the Plan in conjunction with the County no less than every five years.

PASSED AND ADOPTED on this _____ day of _____ 2015.

THE CITY OF KETCHUM

By: _____

Nina Jonas

Mayor

ATTEST:

Sandy Cady

City Clerk

City of Ketchum	
Project	Score – 1=L, 2=M, 3=H
Flooding	
Revise floodplain ordinance to comply with FEMA NFIP requirements.	H
Continue to refine floodplain ordinance for effectiveness and compliance.	H
Continue to participate in the NFIP.	H
Lidar mapping of the Bigwood River in Ketchum.	H
Investigate report of new bridges in Bigwood Watershed Flood Risk Report.	H
Study drainage channel system for possible blockages.	M
Remove blockages from drainage channels. Maintain.	M
Continue to participate in the CRS.	H
Lower the City's CRS rating from 6 to 5.	L
Maintain Floodplain Manager Certification	H
Trail Creek Dam inundation mapping study.	M
Study drainage systems and develop Master Plan.	H
Develop Management Plan.	H
Implement.	H
Develop Ordinances to Manage Storm Water in Subdivisions.	H
Geological	
Harden city water supply against damage from Earthquakes.	L
Harden city sewer system against damage from earthquakes.	L
Drought	
Develop a water conservation plan.	H
Implement.	M
Avalanche	
Install permanent electrically activated avalanche danger signs in avalanche areas.	M
Locate, identify and provide known local area isolation shut down controls for utilities such as natural gas and power.	M
Lightning	
Install code compliant grounding and lightning protection on all City buildings.	L
Power Outage	
Install generating systems at City buildings.	H
Install a fuel source for City vehicles.	H
Identify evacuation shelters and provide backup power systems for them.	M

Terrorism	
Secure water tanks and pump houses with fencing and cameras.	L
Earthquake	
Construct new public safety building.	H
Install propane backup systems on City natural gas generators.	L
Firefighting	
Develop redundant groundwater sources (well & well house)	H
Wildfires	
Create and fund Firewise Team to provide education and mitigation of wildfire risks.	H
Develop and implement plan to make the City of Ketchum a designated Firewise Community	M
Cyber-Terrorism	
Interconnect all City infrastructure with primary and redundant communications systems.	H
Install secure firewall and controlled access systems to all City infrastructure property.	H
HazMat	
Conduct a hazardous waste study.	M
Conduct a public awareness program.	M
Place placards to identify hazardous waste at all hazardous waste locations.	H
Implement regulations and permitting process governing the possession and/or transportation of hazardous materials.	L
General Hazards	
Install a redundant communications network system for all City infrastructure.	M



FEMA

May 29, 2015

Honorable Jacob Greenberg
Chair, Blaine County Commissioners
206 1st Avenue South Suite 300
Hailey, ID 83333

Dear Chair Greenberg:

The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) has approved the *Blaine County Multi-Jurisdiction All Hazard Mitigation Plan* as a multi-jurisdictional local plan as outlined in 44 CFR Part 201. With approval of this plan, the following entities are now eligible to apply for the Robert T. Stafford Disaster Relief and Emergency Assistance Act's hazard mitigation project grants through May 28, 2020:

Blaine County

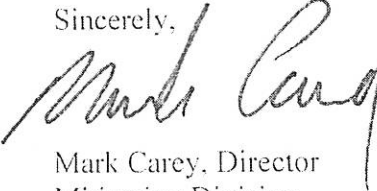
The plan's approval provides the above jurisdictions eligibility to apply for hazard mitigation projects through your state. All requests for funding will be evaluated individually according to the specific eligibility and other requirements of the particular program under which the application is submitted. For example, a specific mitigation activity or project identified in the plan may not meet the eligibility requirements for FEMA funding, and even eligible mitigation activities are not automatically approved for FEMA funding under any of the aforementioned programs. Approved mitigation plans may be eligible for points under the National Flood Insurance Program's Community Rating System (CRS). Additional information regarding the CRS can be found at www.fema.gov/business/nfip/crs.shtm or through your local floodplain manager.

Over the next five years, we encourage your communities to follow the plan's schedule for monitoring and updating the plan, and to develop further mitigation actions. The plan must be reviewed, revised as appropriate, and resubmitted for approval within five years in order to continue project grant eligibility.

Chair Greenberg
May 29, 2015
Page 2

If you have questions regarding your plan's approval or FEMA's mitigation grant programs, please contact Susan Cleverley, Senior Mitigation Planner with Idaho Bureau of Homeland Security, at (208) 422-6476, who coordinates and administers these efforts for local entities.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Carey". The signature is written in a cursive style with a large, sweeping "C" at the end.

Mark Carey, Director
Mitigation Division

cc: Mark Stephensen, Idaho Bureau of Homeland Security

BH

CITY OF KETCHUM

Flooding

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will work for increased flood protection and minimization of flood damage to structures and infrastructure in the City limits.	Reduce flood insurance claims and damage.	Revise floodplain ordinance to comply with FEMA NFIP requirements.	Floodplain Administrator	Done Summer 2014
		Continue to refine floodplain ordinance for effectiveness and compliance.	Floodplain Administrator	On-going
		Continue to participate in the NFIP.	Floodplain Administrator	On-going
		Lidar mapping of the Bigwood River in Ketchum.	Risk Mapping Team	Under-way
		Investigate report of new bridges in Bigwood Watershed Flood Risk Report.	Floodplain Administrator	
	Mitigate flood risk in West Ketchum where Bigwood Watershed Flood Risk Report identified cluster of flood claims.	Study drainage channel system for possible blockages.	Floodplain Administrator/Public Works	
		Remove blockages from drainage channels. Maintain.	Public Works/Private Property Owners	
	Reduce flood insurance premiums.	Continue to participate in the CRS.	Floodplain Administrator	On-going

		Lower the City's CRS rating from 6 to 5.	Floodplain Administrator	
		Maintain Floodplain Manager Certification	Floodplain Administrator	On-going
	Understand risks associated with possible inundation from failure of the Trail Creek Dam east of Ketchum in City of Sun Valley.	Trail Creek Dam inundation mapping study.	Ryan McDaniel, FEMA	May be under-way.
	Mitigate flood damage due to events that overload City stormwater drainage systems.	Study drainage systems and develop Master Plan.	Public Works	
		Develop Management Plan.	Public Works	
		Implement.	Public Works	
		Develop Ordinances to Manage Storm Water in Subdivisions	Public Works	

Geological

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will reduce potential damage to City infrastructure and structures through implementation of earthquake mitigation techniques.	Protect Infrastructure	Harden city water supply against damage from Earthquakes.	Mayor/Public Works	
		Harden city sewer system against damage from earthquakes.	Mayor/Public Works	

Drought

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will protect the Valley's aquifer and our water supply.	Conserve water so that aquifer is not depleted.	Develop a water conservation plan.	City of Ketchum's water consultant, Wendy Pabich	Underway.
		Implement.	Public Works/Planning	

Avalanche

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will reduce potential death and /or, injuries to the public as well as protect city infrastructure through public warning	Protect lives	Install permanent electrically activated avalanche danger signs in avalanche areas.	Fire/Public Works	

systems and increased public awareness of avalanche potentials.	Locate, identify and provide known local area isolation shut down controls for utilities such as natural gas and power.	Fire/Public Works/Intermountain Gas/Idaho Power
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Winter Storm - See Avalanche, Power Outage and Flooding.

Goal	Objective	Project	Responsible Entity	Status

Lightning

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will protect its buildings and infrastructure from damage by lightning.	Protect City buildings from damage from lightning strikes.	Install code compliant grounding and lightning protection on all City buildings.	Fire/Public Works	

Hail/Rain – See Flooding.

Goal	Objective	Project	Responsible Entity	Status

Power Outage

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will provide auxiliary power and fuel source for City services in case of power outage.	Maintain service level in a power outage situation.	Install generating systems at City buildings.	Public Works	
		Install a fuel source for City vehicles.	Public Works	
		Identify evacuation shelters and provide backup power systems for them.	Fire/Public Works/Disaster Services	

Terrorism

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will increase the security of City infrastructure.	Reduce the terrorism risk to City infrastructure.	Secure water tanks and pump houses with fencing and cameras.	Public Works	

Earthquake

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will reduce the risk of damage to essential City services.	Reinforce essential building infrastructure facilities to meet earthquake standards.	Construct new public safety building.	Mayor/Fire/Police	
		Install propane backup systems on City natural gas generators.	Fire/Public Works	

Firefighting

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will ensure that water system capacity meets fire demands	Water system to meet fire demands with largest well out of service in the event of equipment failure or planned maintenance	Develop redundant groundwater sources (well & well house)	Public Works	Project identified in 2010 Water System Master Plan but project not funded

Wildfires

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will reduce risk to lives and properties from wildfires.	Protect lives and property.	Create and fund Firewise Team to provide education and mitigation of wildfire risks.	Mayor/Fire	
		Develop and implement plan to make the City of Ketchum a designated Firewise Community	Fire/Planning/Mayor	

Evacuation – See Blaine County Emergency Operations Plan.

Goal	Objective	Project	Responsible Entity	Status

Cyber-Terrorism

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will reduce the potential for external non-authorized access to protected information and systems.	Protect assets and City infrastructure from cyberterrorism attacks.	Interconnect all City infrastructure with primary and redundant communications systems.	Fire/Utilities/IT	
		Install secure firewall and controlled access systems to all City infrastructure property.	Fire/Public Works/IT	

HazMat

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will identify and increase awareness of potential hazardous material transport and storage locations in the city.	Keep citizens safe from potential hazardous waste spills.	Conduct a hazardous waste study.	Public Works/Fire	
		Conduct a public awareness program.	Public Works/Fire	
		Place placards to identify hazardous waste at all hazardous waste locations.	Public Works/Fire	
		Implement regulations and permitting process governing the possession and/or	Public Works/Fire	

transportation of
hazardous
materials.

General Hazards

Goal	Objective	Project	Responsible Entity	Status
The City of Ketchum will ensure that its networks and communications systems are fully functional in the event of an emergency.	Ensure that there is a backup network communications system in the event that the primary system fails.	Install a redundant communications network system for all City infrastructure.	IT/Fire	



City of Ketchum
Planning & Building

July 6, 2015

City Council
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Third Reading of Ordinance 1135

Introduction/History

On June 1, 2015, the Mayor and City Council held a public hearing on Ordinance 1135, which amends and replaces Title 17 in its entirety. After receiving public comment and deliberation among the councilmembers, the City Council unanimously approved Ordinance 1135. The City Council must now proceed with three readings of the ordinance, by title only, followed by publication in the newspaper.

Prior the public hearing before the City Council on Ordinance 1135, the Planning and Zoning Commission held a public hearing on the ordinance on April 27. After receiving public comment and deliberation among the Commissioners, the Planning and Zoning Commission unanimously recommended approval to the City Council.

All notice requirements as dictated in Idaho Statute 67-6509 for amending a zoning ordinance have been satisfied.

Current Report

In order to satisfy §50-902 of Idaho Statute, the City Council must read an ordinance three times followed by publication of the ordinance in the newspaper. The third reading of Ordinance 1135 will satisfy this requirement and staff will proceed with publication of the ordinance in the newspaper.

Recommendation

Staff respectfully recommends the Mayor and City Council conduct the third and final reading of Ordinance 1135.

Recommended Motion

"I move adopt Ordinance 1135 and authorize the Mayor to proceed with the third reading of Ordinance 1135 by title only."

Sincerely,

A handwritten signature in blue ink, appearing to read "Micah Austin".

Micah Austin, AICP
Planning and Building Director

ORDINANCE NO. 1135

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, REPEALING AND REPLACING TITLE 17, ZONING REGULATIONS, OF THE KETCHUM MUNICIPAL CODE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Title 67, Chapter 65 of the Idaho State Code requires the City of Ketchum (“City”) to promote the health, safety and general welfare of the people by providing for local land use planning for the City; and

WHEREAS, the City first enacted land use planning with the adoption of Ordinance #62, Land Use Zones and Regulation of Building, on April 20, 1961; and

WHEREAS, Ordinance #62 was subsequently amended by the adoption of Ordinance #85, Comprehensive Zoning Ordinance, adopted on July 6, 1965 ; and

WHEREAS, Ordinance #85 was subsequently amended by the adoption of Ordinance #208, Comprehensive Zoning Ordinance, adopted on April 19, 1974, and the Comprehensive Zoning Ordinance was consequently codified as Title 17 of the Ketchum Municipal Code; and

WHEREAS, since the adoption of Ordinance #208, the City has made numerous further amendments to Title 17 of the Ketchum Municipal Code; and

WHEREAS, on February 18, 2014, the City adopted a new Comprehensive Plan; and

WHEREAS, with the adoption of the new Comprehensive Plan, the City desires to repeal the existing Title 17 of the Ketchum Municipal Code in its entirety and adopt a revised Title 17 to better implement the new Comprehensive Plan and provide clear guidance as to the City’s zoning regulations.

WHEREAS, the adoption of a revised Title 17 will benefit the health, safety and general welfare of the citizens of Ketchum; and

WHEREAS, the Planning and Zoning Commission has reviewed the revised Title 17 and on April 27, 2015 recommended its approval and adoption to the Ketchum City Council; and

WHEREAS, the Ketchum City Council, having reviewed the revised Title 17, and after considering the recommendation of the Planning and Zoning Commission and the comments and testimony of the public, having determined that it is in the best interests of the public to repeal

the existing Title 17 of the Ketchum City Code and adopt a revised Title 17 of the Ketchum City Code;

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

Section 1: That Title 17 of the Ketchum Municipal Code be deleted in its entirety and replaced with a revised Title 17 as attached and incorporated as Exhibit A to this Ordinance.

Section 2. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 2. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on this 1st day of June, 2015.

APPROVED:

Nina Jonas, Mayor

ATTEST:

SANDRA E. CADY, City Clerk

Exhibit A

Title 17 - ZONING REGULATIONS

CHAPTER 17.04
INTRODUCTORY PROVISIONS

17.04.010: INTRODUCTION:

- A. A zoning ordinance must balance many factors. The Commission and the city council of the city of Ketchum, Idaho, in setting forth the present zoning ordinance have balanced many community requirements as noted:
 - 1. Existing development is protected;
 - 2. Sufficient flexibility is allowed for desirable community expansion;
 - 3. The terms of the zoning ordinance codified in this title and the zoning map reflect sound zoning principles;
 - 4. The zoning ordinance codified in this title can be readily understood by all residents;
 - 5. Requirements of the zoning ordinance codified in this title are reasonable in terms of legal enforcement;
 - 6. The unique features of Ketchum and the ideas and attitudes of the residents are reflected and incorporated within the limited statutory requirements and the Supreme Court of Idaho decisions; and
 - 7. The zoning ordinance is found to be in conformance with the Comprehensive Plan.

- B. The preceding factors lead to different and various conclusions. The new zoning ordinance codified in this title was not considered lightly either by Commission or the city council; a thorough study of the basic planning and zoning principles was instituted, and the opinions of as many residents as possible were secured; a professional planner was consulted; statutory requirements as to public hearings were strictly enforced by the Commission and the city council; and extremely careful consideration of all special local requirements was given, and said requirements were analyzed and studied and this title made to conform;

- C. This title on zoning represents a positive approach to community development in attempting to minimize the number of zoning restrictions in order to encourage imagination and diversity of development;

- D. Whenever possible, only minimum requirements are incorporated in the title rather than attempting to set average standards which can prove discriminatory and unworkable in many situations;

- E. Minimum lot area and minimum yard requirements are related to the size of the buildings in order to permit a wide range of development while still maintaining overall density standards;

- F. Special consideration has been given to each individual area;

- G. All of the health factors resulting from an urban density such as exists in Ketchum and such can, as accurately as possible at this time, be foreseen, have been carefully considered; and

- H. Statutory requirements of the state, together with careful study and analysis of the decisions of the Idaho Supreme Court concerning the zoning statutes, have been strictly adhered to.

17.04.020: PURPOSE:

These regulations are designed and enacted in accordance with chapter 65, title 67 for the purpose of promoting the health, safety and general welfare of the present and future inhabitants of Ketchum, Idaho, by accomplishing, among others, the following specific purposes:

- A. Residential areas should be protected against fire, explosion, noxious fumes, floods, avalanches, and other hazards; offensive noise, vibration, smoke, dust, odors, heat, glare and other objectionable influences; the invasion of abnormal vehicular traffic; and excessive congestion of buildings.
- B. Residential and tourist areas should have space off public streets for parking; access for light and air to windows; privacy by means of controls over the location of buildings; usable open space on the same lot; land to meet the needs of probable expansion, appropriate sites for those public services which are needed; and tracts for quasi-public uses which provide essential health and welfare services.
- C. Business and industrial developments should be protected against the establishment of uses which would create serious hazards or exceptional noise, vibration, smoke, dust, odors, heat or glare.
- D. Business and industrial developments should have area in appropriate locations for the transaction of all types of activities; space off public streets for parking and unloading; and opportunities to concentrate for the mutual advantage of merchants, customers and employees.

17.04.030: APPLICATION OF REGULATIONS:

Except as provided in this title, no building, structure or land shall be used and no building or structure or part shall be erected, constructed, reconstructed, repaired, moved or structurally altered except in conformance with the regulations specified in this title for the district in which it is located; nor shall any yard, lot or open space be reduced in dimensions or area to an amount less than the minimum requirements set forth in this title. Uses permitted in each district shall apply to each lot in such district.

17.04.040: INTERPRETATION:

In the interpretation and application of the provisions of this title, the following regulations shall govern:

- A. Provisions Are Minimum Requirements: In their interpretation and application, the provisions of this title shall be regarded as the minimum requirements for the protection of the public health, safety, comfort, morals, convenience, prosperity and welfare. All provisions shall be liberally construed to further its underlying purposes.
- B. Application Of Overlapping Regulations: Whenever the provisions of this title, or a provision in this title and any provision in any other ordinance, resolution, rule or regulation of any kind, contain any restrictions covering the same subject matter, the more restrictive or higher standards or requirements shall govern. All uses and all locations and bulk permitted under the terms of this title shall be in conformity with all other provisions of law.
- C. Existing Permits and Private Agreements: This title is not intended to abrogate or annul:

1. Any permits issued before the effective date hereof; or
2. Any easement, covenant or any other private agreement.

17.04.050: SEVERABILITY:

It is declared to be the legislative intent that the several provisions of this title shall be severable, in accordance with the provisions set forth below:

- A. If Any Provision Is Declared Invalid: If any provision of this title is declared to be invalid by a decision of any court of competent jurisdiction, it is declared to be the legislative intent that:
 1. The effect of such decision shall be limited to that provision or provisions which are expressly stated in the decision to be invalid; and
 2. Such decision shall not affect, impair or nullify this title as a whole or any other part, but the rest of this title shall continue in full force and effect.
- B. If The Application Of Any Provision Is Declared Invalid: If the application of any provision of this title to any lot, building, other structure, or tract of land is declared to be invalid by a decision of any court of competent jurisdiction, it is declared to be the legislative intent that:
 1. The effect upon such decision shall be limited to that lot, building, other structure or tract of land immediately involved in the controversy, action or proceedings in which the judgment or decree of invalidity was rendered; and
 2. Such decision shall not affect, impair or nullify this title as a whole or the application of any provision to any lot, building, other structure or tract of land.

**CHAPTER 17.08
DEFINITIONS**

17.08.010: RULES OF CONSTRUCTION OF LANGUAGE:

- A. The particular controls the general.
- B. In case of any difference of meaning or implication between the text of this title and the captions for each section, the text shall control.
- C. The word "shall" is always mandatory and not directory. The word "may" is permissive.
- D. Words used in the present tense include the future, unless the context clearly indicates to the contrary.
- E. Words used in the singular number include the plural, and words used in the plural number include the singular, unless the context clearly indicates to the contrary.
- F. A "building" or "structure" includes any part. A "building or other structure" includes all other structures of every kind, regardless of similarity to buildings.
- G. The phrase "used for" includes "arranged for", "designed for", "maintained for", and "occupied for".

17.08.020: DEFINITIONS:

ACCESSORY BUILDING AND USE: A subordinate use of a building, other structure or tract of land, or subordinate building or other structure:

- A. Which is clearly incidental to the use of principal building, other structure or use of land;
- B. Which is customary in connection with the principal building, other structure or use of land; and
- C. Which is ordinarily located on the same lot with the principal building, other structure or use of land.

ACCOUSTICAL ENGINEER: A professional engineer with demonstrated education, accreditation and experience to perform and certify noise measurements.

ADMINISTRATOR: A person who may be appointed by the mayor and council, or his/her designee to interpret and administer the provisions of this title.

ADULT ONLY BUSINESS: A premises where minors are excluded by virtue of their age as a prevailing business practice or as required by law and which stock in trade and offers for sale, trade or rent of products are characterized by an emphasis upon the depiction or description of sexual activities or exposed anatomical areas or for use in connection with sexual activities or exposed anatomical areas; or which displays any images emphasizing the depiction or description of sexual activities; or which features live performances which are characterized by sexual activities or the exposure of anatomical areas; or which features films, motion pictures, videocassettes, slides or other photographic

reproductions which are characterized by sexual activities or exposure of anatomical areas; or where employees engage in sexual activities or the display or exposure of anatomical areas.

AGRICULTURE, COMMERCIAL: The growing of cultivated crops or raising of livestock, including grazing, pasturage, horticulture, floriculture, viticulture, nurseries, fruit trees, and berry bushes, and the necessary accessory uses for packing, treating or storing the produce, but not including wholesale packing establishments or slaughterhouses.

AGRICULTURE, URBAN: The production of vegetables, fruits, honey, and eggs by residents for personal consumption and may include production by members of a neighborhood or by a non-profit organization on one or more vacant lots for personal consumption or for the off-site sale of small quantities.

ALLEY: A minor public right of way, between twenty (20) and thirty feet (30') wide, that provides vehicle access to the rear or side of a parcel that has front and/or side access to another street and is not intended for general traffic circulation.

APARTMENT: A multiple-family dwelling containing three (3) or more dwelling units in which all units, exclusive of a unit which may be occupied by the owner or caretaker, are rented or leased.

APIARY: Any place where one or more colonies of Honeybees are located and the Honeybees are kept within Hive(s).

AREA LIGHT: Light that produces over one thousand eight hundred (1,800) lumens (see addendum 1, on file in the Ketchum planning department, for light output of various lamps). Area lights include, but are not limited to, streetlights, parking lot lights and yard lights.

AREA OF LOT: The area within the boundaries of a lot, exclusive of any area contained within a public or private street, alley, fire lane or private driveway easement; also, exclusive of any narrow strip of land connecting a lot setback from any public street for the purpose of providing driveway access with that street and exclusive of any portion of the property that lies between the mean high water marks of the Big Wood River, Trail Creek and Warm Springs Creek. All exclusions shall not be used for the purpose of calculating density and building coverage. Lot area shall include the area of any dedicated public bike path, equestrian path or other public pathway within the boundaries of a lot.

AREA OF SHALLOW FLOODING: A designated AO or VO zone on the flood insurance rate map (FIRM). The base flood depths range from one to three feet (3'); a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. AO is characterized as sheet flow, and AH indicates ponding.

AREA OF SPECIAL FLOOD HAZARD: The land in the floodplain subject to a one percent (1%) or greater chance of flooding in any given year. Designation on maps always includes the letters "A" or "V".

ARTIST STUDIO: See Studio, Commercial.

ASSEMBLY, PLACE OF: The use of land for a meeting place where persons gather together for purposes of attending civic, social, religious functions, recreational events or entertainment performances on a

regular or recurring basis including, but not limited to, religious institutions, banquet facilities, funeral homes, theaters, conference centers, stadiums, or indoor or outdoor recreational facilities, but excludes a Cultural Facility as defined by this chapter. A gathering of less than 25 persons shall not be considered a Place of Assembly provided the gathering is accessory and incidental to the principal use.

ASSISTED LIVING FACILITY: See Residential Care Facility. **ANTENNA:** Any exterior apparatus designed for telephonic, radio or television communications through the sending and/or receiving of electromagnetic waves including equipment attached to a tower or building for the purpose of providing personal wireless services. Antennas include the following types:

- A. Omnidirectional (or "whip") antenna: Receives and transmits signals in a three hundred sixty degree (360°) pattern, and which is up to fifteen feet (15') in height and up to four inches (4") in diameter.
- B. Directional (or "panel") antenna: Receives and transmits signals in a directional pattern typically encompassing an arc of one hundred twenty degrees (120°).
- C. Parabolic (or "dish") antenna: A bowl shaped device that receives and transmits signals in a specific directional pattern.
- D. Ancillary antenna: An antenna that is less than twelve inches (12") in its largest dimension and that is not directly used to provide personal wireless communication services. An example would be a global positioning satellite antenna (GPS).
- E. Other: All other transmitting or receiving equipment not specifically described in this chapter which most closely resembles such equipment.

AVERAGE FOOT-CANDLE: The level of light measured at an average point of illumination between the brightest and darkest areas. The measurement can be made at the ground surface or at four (4) to five feet (5') above the ground.

AWNING: A covered architectural projection that extends from the exterior wall of a building for the purpose of providing shade, shelter or aesthetic value to the building facade.

BALCONY: An outdoor living space located on an upper floor of a building that is partially enclosed by a railing or other safety barrier.

BALLAST: A device used with a discharge lamp to obtain the necessary voltage, current, and/or wave form for starting and operating the lamp.

BASE FLOOD: The flood having one percent (1%) chance of being equaled or exceeded in any given year. Also referred to as the 100-year flood. Designation on maps always includes the letters "A" or "V".

BASEMENT: That portion of the lowest floor(s) of a building below the invisible plane. The basement invisible plane is created by measuring the finished grade elevation at four (4) corners of a lot and connecting each corner with a line around the perimeter of the lot. The city shall establish finished grade within the right of way of the alley and at the back of the sidewalk (see illustration A on file in the office of the city clerk).

BAY WINDOW: A window and related structure that extends outward from an exterior building wall and

thereby forms an alcove in the adjoining interior space.

BEACON: Any light with one or more beams directed at the sky or at points not on the same lot as the source and also any light with one or more beams that move.

BED AND BREAKFAST: See Tourist House.

BLOCK: A group of lots within a defined or fixed boundary, generally surrounded by public streets, not including alleys, or a boundary line of a subdivision that has been legally surveyed.

BOARDING AND ROOMING HOUSE: A building in which the proprietor resides and which has no more than six (6) rooms available for lease or rent for residential occupancy.

BREW PUB: An eating and drinking establishment which produces a maximum of two thousand (2,000) barrels of beer annually.

BUILD-TO LINE (BTL): The line that is parallel to the property line, along which the facade of the building shall be built.

BUILDING:

- A. Any permanent structure built for the shelter or enclosure of persons, animals, chattels or property of any kind, which:
 - 1. Is permanently affixed to the land; and
 - 2. Has one or more floors and a roof.

- B. Any appendages to said structure, such as decks, roof overhangs and porte-cocheres, are part of said building for purposes of determining building coverage, setbacks or other regulations unless otherwise specified.

BUILDING COVERAGE: The total square footage of the building foundation and all horizontal projections which constitute a "building" as defined in this section, but not including roof overhangs that are three feet (3') or less or uncovered decks less than thirty inches (30") above grade. Garages and guest homes shall be included in building coverage. The lot area used to determine building coverage shall be that area landward side of the mean high water mark on the Big Wood River, Trail Creek and Warm Springs Creek.

BUILDING DEPTH: The distance between the front facade of the building and the rear facade of the building.

BUILDING FOOTPRINT: The area of the lot or parcel which is within the perimeter created by a vertical extension to the ground of the exterior walls of all enclosed portions of a building.

BUILDING FRONTAGE: The side of the building that faces the front property line of the parcel.

BUILDING IDENTIFICATION: A sign that identifies the name of the building only. If the name of any occupant of the building is the same as the building name, the size is included in the total for that business. Building identification signs are limited to one sign per building.

BUILDING OFFICIAL: The city of Ketchum building official.

BUILDING PERMIT: An official document or certificate issued by the building official authorizing performance of a specified activity.

BUILDING WIDTH: The distance from one side of the building's frontage to the other side of the building frontage.

BUILDING ZONE: The portion of the lot that is available for occupation by a building.

BULB: The source of electric light, to be distinguished from the whole assembly (see definition of Luminaire).

BULB OUT: An extension of the sidewalk into the parking lane at intersection and midblock crosswalks. Bulb outs reduce the length of pedestrian crossings and help to slow vehicle traffic.

BULK: The size and mutual relationships of buildings and other structures and, therefore, includes:

- A. The size of buildings and other structures;
- B. The shape of buildings and other structures;
- C. The location of exterior walls of buildings and other structures in relation to area of a lot, to the centerline of streets, to other walls of the same building, and to other buildings or structures; and
- D. All open spaces relating to a building or a structure.

BUSINESS SUPPORT SERVICE: The use of land for the sale, rental, or repair of office equipment, supplies, and materials, or the provision of services used by office and service establishments. Typical uses include, but are not limited to, office equipment and supply firms, small business machine repair shops, convenience printing and copying establishments, or information technology support services.

CANDELA (cd): Unit of luminous intensity.

CARRIER: A company that provides wireless services.

CEMETERY: The use of land for the interment of human or animal remains. The sprinkling of ashes or their burial in a biodegradable container on church grounds or their placement in a columbarium on church property shall not constitute the creation of a Cemetery.

CHANNEL: A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water.

CHILD: Any person under twelve (12) years of age.

CIVIC BUILDING: Buildings of, relating to, or belonging to a city or citizenship; municipal or civil including,

but not limited to, city hall, post office, public library, public schools and public recreation centers.

COLONNADE: A covered, open air walkway that is attached to a building and has an overhead structure (roof, balcony, or enclosed habitable space) that is supported by columns or arches.

COMMISSION: The city of Ketchum planning and zoning commission.

COMMON AREA: The area of a building used by tenants and their guests for circulation, gathering, seating and other subordinate uses which are incidental and accessory to the primary uses and functions of the building.

COMMUNITY HOUSING OR WORK FORCE HOUSING: Dwelling units, for sale or rent, restricted typically via deed restriction by size and type for individuals meeting asset, income and minimum occupancy guidelines approved by the governing housing authority and the city of Ketchum.

CONDITIONAL USE: A use or structure permitted only upon the issuance of a conditional use permit pursuant to the provisions of [chapter 17.116](#) of this title.

CONVENIENCE STORE: A retail store with a floor area of less than 1,500 square feet that sells groceries and small convenience items. Convenience Stores provide no motor vehicle service of any kind.

COPY: Any graphic, letter, numeral, symbol, insignia, text, sample, model, device, or combination thereof which is intended to advertise, identify, or notify.

CORNICE: A horizontal molded projection that crowns or completes a building facade. The cornice is the uppermost section of moldings along the top of a wall or just below a roof.

COURTYARD: An outdoor room created by at least three (3) sides of a building or several buildings, generally at the building scale, that is open to the sky.

COURTYARD, SUNKEN: A courtyard below the grade of the ground floor.

CULTURAL FACILITY: An institution or the use of land for the display, preservation, or exhibition of art, scientific, cultural, or historical materials including, but not limited to museums, libraries or art galleries.

DAYCARE BUSINESS: The care and supervision, provided for compensation, during part of a day, for a child or children not related by blood or marriage to the owner of the daycare business, in a place other than the child's own home. This term includes preschools, nursery schools, play schools, kindercare and any like or similar operation. Daycare businesses are categorized as "centers", "facilities" or "homes", as defined in this section, according to Idaho Health and Welfare Regulations.

DAYCARE CENTER: A Daycare Business providing care for thirteen (13) or more children on the premises at any one time. A Daycare Center is required to be licensed by the Idaho Department of Health and Welfare.

DAYCARE FACILITY: A Daycare Business providing care for no more than twelve (12) children on the premises at any one time and having not more than four (4) employees. A Daycare Facility is required by state law to have a fire inspection.

DAYCARE HOME: A Daycare Business providing care for six (6) or fewer children on the premises at any one time, having not more than one employee in addition to the operator, and operating between the hours of seven o'clock (7:00) A.M. and six o'clock (6:00) P.M. A Daycare Home is required by the city to have a basic fire inspection.

DECK: A roofless exterior floor structure attached to or supported by an adjacent structure and/or posts, piers or other independent supports.

DENSITY: A unit of measurement; the number of units or square footage of dwelling units per land area.

DESIGN GUIDELINE: A design recommendation that is intended to further define the desired image and character of development.

DESIGN REGULATION: A minimum or baseline design standard for the design of development.

DEVELOPMENT: Any subdivision, construction activity, or alteration of the landscape (except routine maintenance), its terrain contour or vegetation, including any construction of structures, establishment of a land use, or alteration of an existing structure or land use.

DEVELOPMENT SPECIFICATIONS: Regulations and standards that apply to specific types of developments or buildings within a zoning district. Development specifications address issues of site design, building mass and height, facade design, and use of buildings and outdoor space.

DEVELOPMENT STANDARDS: Criteria or specifications detailing the design, layout, architectural style, scale, or other measurement/description of development.

DORMER: A framed window unit projecting through the sloping plane of a roof thereby forming an alcove in the adjoining interior space. A dormer has its own roof, which is usually a gable or hip.

DOWNSPOUTS: A pipe for draining water from roofs and roof gutters.

DRIVE-THROUGH WINDOW: Any portion of a structure from which business is transacted, or is capable of being transacted, directly with customers located in a motor vehicle.

DRIVE-THROUGH FACILITY: A facility which by design, physical facilities, service or packaging procedures, encourages or permits customers to transact business or receive services or goods while remaining in their motor vehicles.

DWELLING: A building or separate portion containing a single kitchen and not less than one bathroom, to be occupied as a unit by a person or family exclusively for Residential Occupancy and not for Short Term Occupancy or Timeshare Occupancy.

DWELLING, MULTIPLE-FAMILY: A building, under single or multiple ownership, containing two (2) or more Dwelling Units used for Residential Occupancy.

DWELLING, ONE-FAMILY: A detached building containing a single dwelling unit used by one family for Residential Occupancy, having not less than one bathroom.

DWELLING, TOWNHOUSE: A Multiple-Family Dwelling with one or more rooms, including at least one bathroom and kitchen, designed for or occupied as a unit by one family for living and cooking purposes, located in a townhouse development on a platted townhouse subplot.

DWELLING UNIT: One or more rooms, including a bathroom, and a kitchen, designed for or occupied as a unit by one person or family, for living and cooking purposes, located in a one-family or Multiple-Family Dwelling.

DWELLING UNIT, ACCESSORY: An attached or detached dwelling which is secondary in nature to a primary residential unit and cannot be sold separately from the primary residence. An Accessory Dwelling Unit provides complete, independent living facilities with a separate dwelling entrance for one or more persons, including permanent facilities for living, sleeping, eating, cooking and sanitation, on the same lot as the primary residence. Accessory Dwelling Units are provided in conjunction with One-Family Dwelling Units and are not to be constructed as an addition to a Multiple Family Unit.

EASEMENT: A property interest (less than fee simple estate) which one person has in land owned by another, entitling the owner of his interest to limited use or enjoyment of the other's land, such as for a driveway, utility lines or similar.

EAVES: The horizontal, lower edge of a sloped roof.

ECONOMIC DEVELOPMENT: The process of improving the quality of human life through increasing per capita income, reducing poverty, and enhancing individual economic opportunities and includes better education, improved health and nutrition, conservation of natural resources, a cleaner environment, and a richer community and cultural life.

EFFECTIVE DATE OF APPLICABLE REGULATIONS: The effective date of the first pertinent ordinance ever adopted by the city. "Pertinent ordinance" means, for example, with respect to a Nonconforming use, the first ordinance which ever prohibited that use on that land, which ordinance (and its successors) have continued in effect to the time as of which the legality of the use needs to be determined.

EIA: The electronic industries association.

EIGHTY FIVE DEGREE FULL CUTOFF TYPE FIXTURES: Fixtures that do not allow light to escape above an eighty five degree (85°) angle measured from a vertical line from the center of the lamp extended to the ground.

EMPLOYEES: The average number of persons to be employed in a building.

ENCLOSED: An area surrounded on at least three (3) sides by walls and on top by a roof or similar covering.

ENERGY SYSTEM, SOLAR: Any solar collector panel(s), film(s), shingle(s), or other solar energy device(s), or solar structural component(s), mounted on a building or on the ground and including other appurtenant structures and facilities, whose primary purpose is to provide for the onsite collection, storage, and distribution of solar, or radiant, energy received from the sun and used for heating or cooling, for water heating, and/or for generation of electricity. A Solar Energy System may be ground-

mounted (i.e., placed on top of the ground surface) or roof-mounted (i.e., placed on or as an integral part of a building). Roof-mounted systems may extend an additional two feet (2') beyond the maximum height allowance of the zoning district in which they are located. Ground-mounted systems shall meet all required dimensional standards for accessory structures.

ENERGY SYSTEM, WIND: Any electric generation facility, whose main purpose is to convert and store wind energy into usable forms of energy and that includes the wind turbine(s), structural supports, electrical infrastructure, and other appurtenant structures and facilities. Wind Energy Systems may be freestanding (i.e., placed on top of the ground surface) or roof-mounted and shall meet all dimensional requirements of principle buildings for the zoning district in which they are located.

EQUESTRIAN FACILITY, COMMERCIAL: An establishment operated for purposes of commercial boarding, training, teaching, breeding and rental of horses including facilities for shows and competitive events.

EQUESTRIAN FACILITY, RESIDENTIAL: A facility used for or associated with housing horses which are owned by the residents residing on the property.

EQUIPMENT ENCLOSURE: A small enclosed structure, shelter, cabinet, box or vault at the base of the support system within which are housed batteries and electrical equipment.

EXISTING LIGHTING: Any and all lighting installed prior to the effective date hereof.

EXTERIOR LIGHTING: Temporary or permanent lighting that is installed, located or used in such a manner to cause light rays to shine outside. Fixtures that are installed indoors that are intended to light something outside are considered exterior lighting for the intent of this chapter.

FAA: The federal aviation administration.

FACADE: The exposed exterior wall of a building, including measurement to the highest point of a gable end, as shown in illustration B on file in the office of the city clerk.

FACADE ATTACHED ANTENNA: Any antenna directly attached or affixed to the elevation of a building, tank, tower, or other structure.

FALLOUT SHELTER: An accessory building and use specifically designed for the protection of life from radioactive fallout.

FAMILY: A group of individuals not necessarily related by blood, marriage, adoption or guardianship living together in a dwelling unit as a single housekeeping unit.

FASCIA: A flat vertical board used to conceal the ends of roof rafters or to enclose the overhang under the eaves.

FCC: The federal communications commission.

FENCE: A hedge, structure or partition, erected for the purpose of enclosing a piece of land, or to divide a piece of land into distinct portions, or to separate two (2) contiguous properties.

FERTILIZER: Any substance containing one (or more) recognized plant nutrient which is used for its plant nutrient content and which is designed for use or claimed to have value in promoting plant growth, and includes limes and gypsum. It does not include unmanipulated animal manure and vegetable organic waste derived material, or biosolids regulated under 40 CFR part 503.**FIBER CEMENT SIDING:** Siding that is designed to resemble stucco, wood clapboards, or cedar shingles, depending on how the panels are textured. Fiber cement is more durable than wood or stucco, and is also fire resistant.

FINISHED FLOOR ELEVATION: The elevation of the first habitable floor of a structure.

FIXTURE: The assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or refractor (lens), the ballast, housing, and the attachment parts.

FLOOD INSURANCE RATE MAP (FIRM): The official map on which the federal insurance administration has delineated both the areas of special flood hazard and risk premium zones applicable to the community.

FLOOD INSURANCE STUDY: The official report provided by the federal insurance administration that includes flood profiles, the flood boundary-floodway map and the water surface elevation of the base flood.

FLOODLIGHT: Light that produces up to one thousand eight hundred (1,800) lumens (see addendum 1, attached to ordinance 743, for light output of various lamps) and is designed to flood a well-defined area with light. Generally, floodlights produce from one thousand (1,000) to one thousand eight hundred (1,800) lumens.

FLOOD OF ONE HUNDRED YEAR FREQUENCY: A flood magnitude which has a one percent (1%) chance of being equaled or exceeded in any given year.

FLOOD OR FLOODING: A general and temporary condition of partial or complete inundation of normally dry land areas from:

- A. The overflow of inland or tidal water; and/or
- B. The unusual and rapid accumulation or runoff of surface waters from any source.

FLOODPLAIN: A relatively flat area or low land adjoining the channel of a river, stream or watercourse or lake or other body of standing water, which has been or may be covered by water of a Flood Of One Hundred (100) Year Frequency. The Floodplain includes the Channel Floodway and Floodway Fringe.

FLOODWAY: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1').

FLOODWAY, DESIGNATED: A Floodway whose limits have been designated and established.

FLOODWAY ENCROACHMENT LINES: The lines limiting a Designated Floodway.

FLOODWAY FRINGE: That part of the Floodplain which is beyond the Floodway Encroachment Lines limiting a Designated Floodway. Such areas will include those portions of the Floodplain which will be inundated by a Flood Of One Hundred (100) Year Frequency but which may be developed for use under land use regulations without material effect upon the floodwater carrying capacity of the Floodway and the floodwater levels. Such areas are characterized by shallow flood depths and low velocities of water flow.

FLOOR AREA, GROSS: The sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor only, and fifty percent (50%) of atriums over eighteen feet (18') plate height, but not including basements, underground parking areas or open unenclosed decks. Parking areas covered by a roof or portion of the building and enclosed on three (3) or more sides by building walls are included. Four (4) parking stalls for developments on single Ketchum town site lots of five thousand six hundred (5,600) square feet in size or less are not included in the gross floor area calculation.

FLOOR AREA INCREASE: The Gross and Net Floor Area of a building allowed in addition to the permitted floor area in exchange for the provision of community housing units within the project, all of which are considered to be a public benefit.

FLOOR AREA, NET: The sum of the horizontal areas of all floors in a building including basements but not including open unenclosed decks, interior or exterior circulation, mechanical equipment rooms, parking areas, common areas, public bathrooms or storage areas in basements.

FLOOR AREA RATIO OR FAR: The product of the floor area divided by the lot area (example 2,750 square feet floor area/5,500 square feet lot area = 0.5 FAR):

(Gross) floor area or (Net) floor area	=	FAR
Lot area		

FLUX (RADIANT FLUX): Unit is erg/sec or watts.

FOOD SERVICE: An establishment where food and drink are prepared, served and consumed onsite with associated outdoor dining, or distributed to customers through take out, delivery or catering. Typical uses include, but are not limited to restaurants, cafes, delis, catering services and brewpubs that do not distribute beer produced for off-site consumption.

FOOT-CANDLE: Illuminance produced on a surface one foot (1') from a uniform point source of one candela, measured by a light meter.

FREE AND CLEAR ZONE: A portion of a sidewalk that is unobstructed and allows for the free flow of pedestrian traffic.

FREESTANDING SIGN: A sign affixed to a supporting structure that is independent from any building or other structure and may be visible on a maximum of two (2) sides. Freestanding signs are oriented toward pedestrians and vehicles.

FREESTANDING TOWER: A tower not physically attached to a building or structure. The tower is attached to the ground by a foundation.

FULL CUTOFF FIXTURES: Fixtures, as installed, that are designed or shielded in such a manner that all light rays emitted by the fixture, either directly from the lamps or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted (see subsection P, figure 1, of this section).

FULLY AUTOMATED WCF: No on site personnel required for the daily operation of the WCF.

GLARE: Intense light that results in discomfort and/or a reduction of visual performance and visibility.

GOLF COURSE: A tract of land for playing golf, improved with tees, greens, fairways, hazards, and which may include clubhouses and shelters.

GOVERNING HOUSING AUTHORITY: The entity having jurisdiction over the development of guidelines and the management of community housing units within the city of Ketchum as authorized by the Ketchum city council.

GRADE (ADJACENT GROUND ELEVATION): The lowest point of elevation of the finished surface of ground, paving or sidewalk within the area between the building and the property line, or when the property line is more than five feet (5') from the building, between the building and a line five feet (5') from the building.

GRADE, EXISTING: The elevation of the ground surface at the time of a proposed development.

GRADE, FINISHED: The final elevation of the ground surface after development. For purposes of measuring building height, finished grade shall be the lowest exposed point of the building.

GRADE, NATURAL: The elevation of the ground surface in its natural state prior to any site excavation, grading or filling.

GREEN BUILDING: Increasing the efficiency with which buildings and their sites use energy, water, and materials, and reducing building impacts on human health and environment through better site planning, design, construction, operation, maintenance, and removal the complete building life cycle.

GREENHOUSE: A building or structure constructed chiefly of glass, glasslike or translucent material, cloth, or lath, which is devoted to the protection or cultivation of flowers or other tender plants.

GROCERY STORE: A facility, over 1,500 square feet in size, that is primarily used for the retail sale of household foodstuffs for offsite consumption, including any combination of fresh produce, meats, poultry, fish, deli produces, dairy products, canned foods, dry foods, baked foods, prepared foods, and beverages. A Grocery Store may include the sale of other household supplies and products, but only if secondary to the primary purpose of food sales.

GROUND FLOOR: The floor of a building that is at or nearest to the level of the ground around the building; also referred to as first floor or ground level.

GUESTHOUSE: A living unit consisting of a minimum of four hundred (400) square feet and not exceeding six hundred (600) square feet and containing no kitchen facilities that is located on a lot in conjunction with a single-family dwelling.

GUESTROOM: A room designed or used for Short Term Occupancy which does not contain a Kitchen.

GUTTER: A channel along the eaves or on the roof; collects and carries away rainwater.

GUYWIRE: Diagonal cables utilized to tie towers to the ground or other surfaces.

HABITABLE FLOOR: Any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used only for storage purposes is not a "habitable floor".

HEALTH AND FITNESS FACILITY: A business or membership organization providing exercise facilities and/or nonmedical personal services to patrons, including, but not limited to, gymnasiums, private clubs (athletic, health, or recreational), tanning salons, and weight control establishments.

HEIGHT OF BUILDING: The greatest vertical distance measured at any point from the roof to natural, existing, or finished grade, whichever is lowest. The maximum vertical distance from the lowest exposed finished floor to the highest point of the roof (regardless of vertical alignment) shall be no more than five feet (5') greater than the maximum height permitted in the zoning district (see illustration B on file in the office of the city clerk). No facade shall be greater than the maximum height permitted in the zoning district. (See definition of "facade" in this section and illustration B on file in the office of the city clerk). Facades which step up or down hillsides shall be set back from the lower facade a minimum of fifty percent (50%) of the height of the lower facade; except, that roof overhangs may extend up to three feet (3') into this area (see illustration B on file in the office of the city clerk). This building height provision shall apply to parapets, boston roofs and any other portion of a building roof, but shall not apply to flagpoles, lightning rods, weather vanes, antennas or chimneys.

HEIGHT OF BUILDING/CC DISTRICT: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade. One or multiple steps along the side facades are allowed, except no step shall occur within forty feet (40') of the front elevation or within thirty five feet (35') of the rear facade. The city shall establish the elevation points used to calculate the average elevation of the front and rear property lines (see illustration A on file in the office of the city clerk).

HIVE: A frame hive, including a Langstroth hive, which has removable frames.

HOLIDAY LIGHTING: Festoon type lights, limited to small individual bulbs on a string, where the spacing of bulbs is not closer than three inches (3") and where the output per bulb is no greater than fifteen (15) lumens.

HOME OCCUPATION: A business-related activity conducted entirely within a dwelling which is incidental and secondary to the use of a dwelling as a residence and does not negatively impact the surrounding neighborhood.

HONEYBEE: The common honeybee. *Apis mellifera* L., at any stage of maturity, but excluding the African honeybee, *Apis mellifera scutellata*. Honeybees include queens, workers and drones.

HORIZONTAL EXPRESSION LINE: A horizontal row, usually of brick or stone, flush with or projecting beyond the face of a building, often molded to mark a division in the wall; also referred to as a belt course or string course.

HOTEL: A building designed and used for overnight occupancy by the general public on a short term basis for a fee. Hotels shall include adequate on site food and beverage service with kitchen facilities, common reservation and cleaning services, meeting room space, combined utilities, on site management and reception services, access to all sleeping rooms through an inside lobby supervised by a person in charge no less than eighteen (18) hours per day, and adequate on site recreational facilities. Unless otherwise approved by the city council, occupancy periods of a hotel, or unit thereof, by any one person or entity with an ownership interest in the hotel, or unit thereof, shall not exceed thirty (30) consecutive days or exceed ninety (90) days within any calendar year, regardless of the form of ownership. A hotel room which includes cooking facilities shall not be considered a dwelling for the purposes of density, area and bulk regulations of this title and other land use regulations. For the purposes of granting height and density bonuses, a hotel building may contain other residential uses not used in connection with the hotel operation, so long as the total gross square footage of the hotel rooms, associated common areas, and other hotel uses outlined above comprises seventy five percent (75%) or more of the entire project's gross square footage. Parking which meets the definition of "gross floor area" shall not be counted toward the seventy five percent (75%) calculation.

HOUSEHOLD PETS: Domestic household animals including but not limited to dogs and cats that are kept on or within any portion of the property.

HOSPITAL: An institution providing health services primarily for human inpatient, medical and/or surgical care for the sick or injured, and including the related facilities such as laboratories, outpatient departments, training facilities, central service facilities, and staff offices which are an integral part of the facilities.

HYBRID PRODUCTION FACILITY: A commercial operation or use, on one or more premises within the same zoning district, where finished consumer goods are manufactured or produced and those same goods are offered for sale to the general public. Hybrid production facilities must be similar in size, scale and scope of operation with adjacent or nearby uses.

ILLUMINANCE: Density of luminous flux incident on a surface. Unit is foot-candle or lux.

ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IES OR IESNA): The professional society of

lighting engineers, including those from manufacturing companies, and others professionally involved in lighting.

INSTRUCTIONAL SERVICE: The use of land for the provision of informational, instructional and similar services for personal improvement. Typical uses include, but are not limited to health or physical fitness studios, dance, music, arts or photography studios, educational tutoring facilities, handicraft or hobby instruction.

INTERIOR FILM: A material placed on the inside of windows to diffuse light and/or filter UV radiation.

INTERVAL OWNERSHIP: The ownership of land, condominium or hotel unit with an ownership interest less than fee simple ownership.

JUNKYARD: Use involving the collection, storage or sale of wastepaper, rags, scrap metal or discarded material; or the dismantling, storage, salvage or demolition of vehicles, machinery or other materials.

KENNEL, BOARDING: A facility providing for the commercial boarding, grooming or training of Household Pets not owned by the owner or occupant of the premises.

KITCHEN: A room or other portion of a structure intended for cooking of food, which, at a minimum, contains a sink, refrigerator and cooking facilities to include a range or built-in cooktop.

LAMP: The source of electric light; the bulb and its housing. To be distinguished from the whole assembly (see definition of Luminaire).

LATTICE TOWER: A support structure that consists of a network of crossed metal braces, forming a tower that is usually triangular or square in cross section.

LAUNDRY, INDUSTRIAL: An industrial facility where fabrics are cleaned on a commercial or wholesale basis.

LICENSED CARRIER: A company authorized by the FCC.

LIGHT: The form of radiant energy acting on the retina of the eye to make sight possible; brightness, illumination, a "lamp", as defined in this section.

LIGHT POLLUTION: Any adverse effect of manmade light including, but not limited to, light trespass, uplighting, the uncomfortable distraction to the eye, or any manmade light that diminishes the ability to view the night sky; often used to denote urban sky glow.

LIGHT TRESPASS: Light falling where it is not wanted or needed, generally caused by a light on a property that shines onto the property of others.

LIGHTING: Any or all parts of a luminaire that function to produce light.

LODGING ESTABLISHMENT: A building or group of buildings designed or used for Short Term Occupancy which contains more than six (6) Guestrooms offered for rent on a nightly basis with an on-site office with a person in charge twenty four (24) hours per day. Typical uses include but are not limited to

motels, hostels and inns. A motel room which includes cooking facilities shall not be considered a dwelling unit for the purpose of density, area, bulk or parking regulations of this title.

LOT: A parcel of land fronting on a street and occupied or designed to be occupied by one or more buildings, structures or uses, together with such open areas as may be required by this title.

LOT AREA: The area within the boundaries of a lot, exclusive of any of the area contained within a public or private street, alley, fire lane or private driveway easement. Also, exclusive of any narrow strip of land connecting a lot set back from any public street for the purpose of providing driveway access with that street.

LOT LINE, FRONT: The property line dividing a lot from a street. On a corner lot, only one street line shall be considered as a front line, and the shorter street frontage shall be considered the front line, unless otherwise determined by the Administrator based on the orientation and layout of the lot and surrounding neighborhood.

LOT LINE, REAR: The line opposite the front line.

LOT LINE, SIDE: Any lot line other than front lot line or rear lot line.

LOT, REVERSE CORNER: A corner having its side street line substantially a continuation of the front lot line of the first lot to its rear.

LOWEST FLOOR: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirement contained in subsection [17.88.070B](#) of this title.

LUMEN: Unit of luminous flux; the flux emitted within a unit solid angle by a point source with a uniform luminous intensity of one candela. One foot-candle is one lumen per square foot. One lux is one lumen per square meter.

LUMINAIRE: The complete lighting unit, including the lamp, the fixture, and other parts.

LUMINANCE: At a point and in a given direction, the luminous intensity in the given direction produced by an element of the surface surrounding the point divided by the area of the projection of the element on a plane perpendicular to the given direction; units: candelas per unit area. The "luminance" is the perceived brightness that we see, the visual effect of the illuminance, reflected, emitted or transmitted from a surface.

MAJOR ADDITION: The extension of an existing building where the cost of the addition, not including repairs and reconstruction of the existing building, is in excess of the assessed valuation of the existing building as assessed by the Blaine County assessor during the year preceding the year in which such major addition takes place.

MAINTENANCE SERVICE FACILITY: A facility containing the necessary supplies and equipment to provide janitorial services and routine maintenance of buildings and property.

MANUFACTURED HOME: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

MANUFACTURED HOME PARK OR SUBDIVISION: A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

MANUFACTURING: The use of land for the production, processing, compounding, assembly, testing, treatment, or fabrication of materials and products from processed or previously manufactured materials. Uses may include, but are not limited to, a machine shop, the manufacturing of apparel, ceramic products, cosmetics and toiletries, electrical appliances, electronics or information technology equipment, medical equipment or devices, paper products, pharmaceuticals, plastic products (but not the processing of raw materials), welding services, or tools and hardware. Uses with significant external effects that cannot be eliminated or contained during the manufacturing process are not allowed. Such external effects include, but are not limited to, smoke, noise, particulates, dirt, vibration, or odor.

MARQUEE: A roof like structure of permanent nature that projects from the wall of a building to provide shade and shelter and possibly signage.

MASTER SIGNAGE PLAN: A comprehensive signage plan for multi-tenant commercial and industrial, multi-unit residential, and mixed use developments that may include, but is not limited to, directional, way finding within the development, building identification, and business or tenant identification signage.

MEAN HIGH WATER MARK: A water level corresponding to the natural or ordinary high water mark and is the line which the water impresses on the soil by covering it for sufficient periods of time to deprive the soil of its terrestrial vegetation and destroy its value for commonly accepted agricultural purposes.

MEDICAL CARE FACILITY: A facility, other than a Hospital, for the provision of public health services, including related facilities such as laboratories, clinics, and administrative offices operated in connection with said facility. Inpatient hospitalization is not provided.

MERCANTILE: The activity of engaging in the sale or resale of goods to the public.

MIXED USE: Properties on which various uses, such as office, commercial, institutional, and residential, are combined in a single building or on a single site in an integrated development project with significant functional interrelationships and a coherent physical design.

MORTUARY: A facility in which dead bodies are prepared for burial or cremation. Crematories and funeral homes (See Assembly, Place of) are allowed in conjunction with a Mortuary.

MOTOR VEHICLE FUELING STATION: A facility providing the retail sale and direct delivery to motor vehicles of fuel, including electric charging stations, lubricants and minor accessories, and retail sales for the convenience of the motoring public.

MOTOR VEHICLE SALES: A facility providing for the sale, lease, or rental of new or used non-commercial vehicles, including automobiles, non-commercial vehicles or trucks, motorcycles, recreational vehicles, or boats. The cleaning and routine maintenance of motor vehicles is allowed as an accessory use.

MOTOR VEHICLE SERVICE: A facility providing service for all types of repairs and maintenance of automobiles, commercial vehicles or trucks, trailers, construction equipment, agricultural implements, or similar industrial equipment, but does not include Junk Yard as defined by this chapter. Typical uses include, but are not limited to, automobile and truck repair garages, tire sales and installation, electronics installation and repair, oil and lubrication, windshield glass replacement services, vehicle cleaning and detailing, transmission shops, radiator shops, body and fender shops, painting, equipment service centers, machine shops, or other similar uses where repair activities are conducted.

NATURAL FEATURES: Significant view corridors, steep embankments, knolls, canyons, streams, watercourses or any other prominent physical features that are located on the property.

NATURE PRESERVE: Is an area designated or set aside for the purpose of preserving natural areas or features, contains a minimum of six acres, is held under lease or title by a nonprofit tax exempt organization under section 501c(3) of the internal revenue service code of 1954 or corresponding provisions of any amendments or any future United States revenue code for said purposes.

NEW CONSTRUCTION: Structures for which the "start of construction" commenced on or after the effective date hereof.

NONAUTOMATED: A WCF with on-site personnel.

NONCONFORMING BUILDING: Means and includes any legally existing building which does not conform to the location and bulk regulations of this title for the district in which such Nonconforming Building is located, either at the effective date hereof or as a result of subsequent amendments which may be incorporated into this title.

NONCONFORMING USE: Means and includes any legally existing use, whether within a building or other structure or on a tract of land, which does not conform to the use regulations of this title for the district in which such Nonconforming Use is located either at the effective date hereof or as a result of subsequent amendments which may be incorporated into this title.

NONESSENTIAL, LIGHTING: Lighting that is not necessary for an intended purpose after the purpose has been served; does not include any lighting used for safety and/or public circulation purposes. Example: For purposes of this chapter, lighting for a business sign is considered essential during business hours; however, is considered nonessential once the business is closed.

NONRESIDENTIAL STRUCTURE: A building or structure not constructed for residential purposes or as an accessory structure for residential purposes, not including Nonconforming Uses.

OFFICE: A room or group of rooms used for conducting the affairs of a business, profession, service, industry or government.

OFFICE, BUSINESS: An establishment wherein the primary use is the conduct of a business or profession including, but not limited to, accounting, design services, computer software, information systems,

engineering, insurance, legal services, management and administration, organization and association offices, psychology, real estate, travel and medical offices. Medical Care Facilities and Hospitals are not included in this definition.

OPACITY: The measure of the amount of light that can pass through a material or the quality of not being penetrable by light (the quality of being opaque).

ORGANIC FERTILIZER: A nonsynthetic fertilizer.

OUTDOOR DISPLAY: The displaying of goods, merchandise or products outdoors such that the items are readily available for sale at retail on the same lot.

OUTDOOR ENTERTAINMENT: Musical, theatrical, dance, cabaret, or comedy act performed outside of a building, on private property, by one or more persons for the patrons and/or guests of the permitted Retail Trade use associated with the building.

OUTDOOR OPEN SPACE: An area of a building located and oriented to encourage communal gathering and activity, to provide views of cultural resources and natural resources, and/or to preserve and protect mature and healthy trees and landscaping on the site. These spaces are open for use by all occupants and users of a building. Outdoor Open Spaces located on the ground floor are typically also open to the public.

OUTDOOR RESIDENTIAL OPEN SPACE: An area of a building, as defined in "outdoor open space" of this section, which is open to all residents of the building, but may not necessarily be open to the public.

OUTDOOR STORAGE: An area designated on a property for the safekeeping of items owned by the occupants of the property.

OVERLAY DISTRICT: An area of special or extraordinary building and use restrictions, applied in addition to other districts, as indicated upon the city of Ketchum zoning district map and this title.

PARAPET: A low wall that extends above the roofline, often decorated with architectural details such as cornices.

PARKING ACCESS/ENTRANCE: A way or means of vehicular and pedestrian approach for all uses, except less than four (4) dwelling units (excluding accessory dwelling units), to provide access to off street parking spaces from a public or private street into private property, excluding underground parking ramps. The unobstructed, all weather surface of a parking access shall not be less than twenty feet (20') nor wider than thirty feet (30') unless otherwise approved by the city of Ketchum and is constructed in conformance with the adopted street standards and international fire code (see illustration C on file in the office of the city clerk).

PARKING FACILITY, OFFSITE: A facility, structured or surface lot, which is used for parking or storing of motor vehicles, open to public use without charge or for a fee, serves a clientele which provides patronage to onsite and offsite establishments. Offsite Parking Facilities may be designated in-part or in-whole towards residential parking.

PARKING, ONSITE: The area off of any public or private street, access easement or alley used for the transient storage of private passenger vehicles, and of appropriate dimension according to this title for parking stall, access drives and aisles.

PARKING, SHARED: The provision that two or more uses which are within close proximity may share parking facilities to fulfill their individual parking requirements because their prime operational hours do not overlap.

PARKING SPACE, OFF-STREET: An area of at least three hundred (300) square feet of appropriate dimensions for the parking of an automobile, including access drives and aisles.

PARKWAY: A grass or landscaped strip located between the curb and gutter and the sidewalk, usually planted with street trees.

PARTIALLY SHIELDED: The bulb of the fixture is shielded by a translucent siding, and the bulb is not visible at all. Light may be emitted at the horizontal level of the bulb (see subsection P, figure 3, of this section).

PERFORMING ARTS PRODUCTION: A facility housing the elements needed to support a performing arts organization. Such facility should include space for the design and construction of stage components; costume and prop design and construction, administrative support, rehearsal space, storage space, and other functions associated either with an on-site or off-site live performance theater.

PERSONAL SERVICE: The use of land for the provision of frequently or recurrently needed services of a personal nature. Such services include, but are not limited to, beauty and barber shops, grooming of Household Pets, seamstresses, tailors, shoe repair, laundromats or dry cleaning pick-up/drop-off where the processing of garments or fabrics is located in a separate facility.

PESTICIDE: Includes the following:

- A. Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, plant, fungus or virus;
- B. Any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant;
- C. Any nitrogen stabilizer; and
- D. Pesticide shall not include any article that is a "new animal drug" within the meaning of section 321(w) of title 21 of the United States Code, that has been determined by the secretary of health and human services not to be a new animal drug by a regulation establishing conditions of use for the article, or that is an animal feed within the meaning of section 321(x) of title 21 of the United States Code bearing or containing a new animal drug.

PLANNED UNIT DEVELOPMENT: A project located on no less than three (3) contiguous acres of land controlled by one owner, partnership or corporation, including usable open space for the mutual benefit of the entire tract, and planned and designed as a unit to provide variety and diversity of land use through and including the variance of normal zoning requirements and restrictions so that the maximum long range benefit can be gained and the unique features of the site preserved and enhanced.

PHOTO SIMULATION: Computer generated photographs, renderings combining existing subject adjacent property conditions and improvements with proposed improvements.

PORCH: An exterior appendage to a building with a roof forming a covered approach to an entrance on the ground level of the building.

PORTE COCHERE: A roof projecting over a driveway at the entrance to a building that shelters those getting in or out of vehicles.

PORTICOS: A porch having a roof supported by columns often leading to the entrance of a building.

PUBLIC USE: A structure or use intended or used for a public purpose by a city, other than the city of Ketchum, a school district, the county, the state, or by any other public agency, or by a public utility.

PROFESSIONAL SERVICE: An establishment that specializes in performing professional, scientific, and technical services and may include light manufacturing as an accessory use. Typical uses include, but are not limited to construction contractors, physical distribution and logistics, engineering and specialized design services, electronic and computer services, photographic services, research, development and scientific services, and internet or remote sales and marketing. This definition does not include uses which create vibration outside the exterior building walls, or uses that would diminish the quality of air and water in the city.

PROPERTY OWNER: All of the following: property owner(s), coproperty owner(s), developer(s), agent(s) of property owner or developer, assignee(s) of property owner(s) or developer(s) and all subsequent property owners or developers of the real property in the zoning development agreement.

RECESSED: When a light is built into a structure or portion of a structure such that the light is fully cut off and no part of the light extends or protrudes beyond the underside of a structure or portion of a structure.

RECREATION FACILITY, COMMERCIAL: A recreation facility operated as a business and open to the general public for a fee. Typically uses include, but are not limited to arcades, sport facilities, swimming pools, laser tag and paintball courses, billiards, skating rinks, driving ranges, miniature golf, water courses and motorized car tracks.

RECREATION FACILITY, PUBLIC: A publicly owned and operated recreation facility.

RECREATION FACILITY, RESIDENTIAL: A recreation facility for use solely by the residents and guests of a particular residential development, planned unit development, or residential neighborhood, including outdoor and indoor facilities. These facilities are usually proposed or planned in association with development and located within or adjacent to such development.

RECYCLING CENTER: A facility designed to be a collection point where only recyclable materials are sorted and/or temporarily stored prior to delivery to a permanent disposal site, or shipment to others for reuse, and/or processing into new products. This shall not include Junk Yards or wrecking yards.

REPAIR SHOP: An establishment primarily engaged in repair services of sporting equipment and household appliances; not including Motor Vehicle Service.

RESIDENTIAL CARE FACILITY: Is a facility or residence operated on either a profit or nonprofit basis for the purpose of providing necessary supervision, personal assistance, meals, and lodging to three (3) or more adults not related to the owner.

RESIDENTIAL DEVELOPMENT: A building utilized exclusively for short or long term residential purposes.

RESIDENTIAL OCCUPANCY: The more or less permanent place of abode for an individual, and shall not include Short Term Occupancy nor Timeshare Occupancy. A structure, dwelling or room restricted by the terms of this title to Residential Occupancy shall not be used for Short Term Occupancy for more than thirty (30) days during any one calendar year and shall not be used for Timeshare Occupancy.

RESTRICTED USE CHEMICAL: Any pesticide, pesticide use, soil sterilant, or fertilizer classified for restricted use by the United States environmental protection agency. Restricted use pesticides typically may not be applied by anyone not licensed to apply restricted use pesticides.

RETAIL TRADE: An establishment which provides the final step in the retailing process for the distribution of goods and commodities to customers. Retailers are organized to sell or rent merchandise in small quantities to the general public and operate a fixed point-of-sale location designed to attract a high volume of walk-in customers. Typical uses include, but are not limited to establishments selling office supplies and equipment, building materials, plumbing supply, antiques or consignment items, home improvement and garden supplies, books and educational material, clothing, sporting goods, pharmaceuticals, medical devices, health and fitness supplies, art and associated material and House Hold Pet supplies. Motor Vehicle Sales are not included in this definition.

RIGHT OF WAY: Means and includes all public streets and utility easements, now and hereafter owned by the city of Ketchum or other public entity, but only to the extent of the city or public entity's right, title, interest or authority to grant a license to occupy and use such streets and easements for Wireless Communication Facilities.

RIPARIAN SETBACK: A twenty five foot (25') setback measured from the mean high water mark along the banks of waterways.

RIPARIAN ZONE: That area along the banks of any waterway twenty five feet (25') in width measured from the mean high water mark.

ROADWAYS: All streets, roads, alleys or other circulation facilities designed for motor vehicles, privately or publicly owned.

ROOF, FLAT: A roof which is not pitched and the surface of which is parallel to level ground.

ROOF, GABLED: A roof consisting of two (2) sloping planes that meet at the ridge or peak. The planes are supported at their ends by triangular, upward extensions of walls known as gables.

ROOF, HIPPED: A type of roof that slopes from the ridge to the eaves on all sides of the roof. Hipped Roofs do not contain gables.

ROOF, MANSARD: A roof that has two (2) slopes on each side of the roof. The lower Roof Slope is steeper than the upper Roof Slope. The upper Roof Slope is sometimes flat.

ROOF OVERHANG: A portion of the roof structure that extends beyond the exterior walls of a building.

ROOF PITCH: The degree of roof incline expressed as the ratio of the rise, in feet, to the span, in feet.

ROOF RIDGE: The uppermost, horizontal external angle formed by the intersection of two (2) sloping roof planes.

ROOF, SHED: A roof containing only one sloping plane. Shed roofs have no hips, ridges, valleys or gables.

ROOF SLOPE: See definition of Roof Pitch.

SAWMILL, TEMPORARY: A portable sawmill located on private property for the processing of timber cut only from that property.

SCENIC VISTA, LANDSCAPE AND ROAD: As defined within the comprehensive plan and/or other city ordinances.

SELF-SERVICE STORAGE FACILITY: A building or group of buildings of a controlled-access and fenced compound that contains varying sizes of individual, compartmentalized and controlled-access stalls or lockers for the storage of customers' goods or wares.

SEMI-PUBLIC USE: A structure or use partially, but not entirely, open to the use of the public, such as a private school, church, lodge, club, library, hospital or a nonprofit organization.

SERVICE AREA: Contained areas within which a wireless communication facility is able to transmit clear signals, generally circular in form.

SERVICE DELIVERY AREA: A space located on site for pick-ups, deliveries and refuse collection in size and area adequate and accessible for such use and service vehicles expected to be used.

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

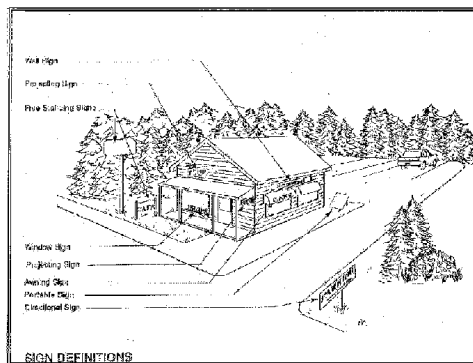
SETBACK ZONE: The area of a lot that must remain open and cannot be built over with a structure.

SHIELDED: When the light emitted from the fixture is projected below a horizontal plane running through the lowest point of the fixture where light is emitted. The bulb is not visible with a shielded light fixture, and no light is emitted from the sides of the fixture; also considered a full cutoff fixture (see subsection P, figure 4, of this section).

SHORT TERM OCCUPANCY: The rental or lease of any unit or structure or portion for a period of not more than thirty (30) days. See also Tourist Housing Accommodation.

SIGN: Any object, device, display or structure, or part, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization,

business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or project images.



SIGN, ANIMATED OR MOVING: Any sign or part of a sign that changes physical position in any way, or which gives the visual impression of movement or rotation.

SIGN, AREA OF/SIGN AREA: Writing, representation, emblem or other graphic display, mounted or painted on a distinct background, but not including the supporting structure.

SIGN, AWNING OR SIGN, MARQUEE: A horizontally oriented sign that is printed on an awning or mounted on a marquee.

SIGN, BANNER: A flexible sign of lightweight fabric affixed with wires or ropes to or between buildings or walkways on private property and contain copy advertising a business or business activity.

SIGN, CAMPAIGN: A temporary political sign announcing a political candidate seeking public office, political parties, or political and public issues including, but not limited to, public bond and levy elections.

SIGN, CHANGEABLE COPY: A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged manually or automatically, without altering the face or the surface of the sign. A sign which changes more than eight (8) times per day shall be considered an animated sign and not a changeable copy sign.

SIGN, CONSTRUCTION SITE: A sign identifying individuals or companies involved in designing, construction, financing or developing a site. Construction signs may include, but not be limited to, owners, developers, architects, construction managers, contractors and subcontractors.

SIGN, DIRECTIONAL: A sign giving directions, instructions or facility information and which may contain the name or logo of an establishment, but no advertising copy, e.g., parking, no parking, or exit and entrance signs. Directional signage shall not be counted toward total signage limitations as indicated in chapter 17.127 of this title.

SIGN, DIRECTORY: A relatively small sign that is attached flat against the facade at eye level and is oriented toward pedestrians. Directory signs include text limited to the names and/or addresses of the tenants in buildings with multiple tenants that do not each have a storefront and are accessed through a shared entrance or lobby. Directory signs may be located on the main level of buildings where the primary access to upper floors is by exterior stairways or elevators. Directory signs may also be referred

to as registry signs.

SIGN, FACE OF: The area or display surface of a sign on which copy and/or graphics and background is placed.

SIGN, FLASHING: Any directly or indirectly illuminated sign that exhibits changing light or color effects by any means whatsoever.

SIGN, GABLE: A projecting or wall sign mounted to the gable wall of a building.

SIGN, GOVERNMENT OR PUBLIC AGENCY: A sign erected and maintained by the city, county, state or federal government, or required by law, ordinance or other governmental regulation.

SIGN, HISTORIC AND/OR SIGN, LANDMARK: Any sign that currently exists or previously existed within the city of Ketchum that the Ketchum city council has identified as being of significance to the history, culture, or appearance of Ketchum.

SIGN, HOLIDAY DECORATION: A temporary sign, in the nature of decorations, clearly incidental to and customarily and commonly associated with any holiday.

SIGN, INCIDENTAL: A sign generally informational, that has a purpose secondary to the use of the lot on which it is located, such as "No Parking", "Entrance", "Loading Only", "Telephone" and other similar directives. No sign with a commercial message legible from a position off of a lot on which the sign is located shall be considered incidental.

SIGN, INTERNALLY LIT/BACKLIT: A sign wholly or partially lighted by a source that is inside of or behind a sign face made of translucent material.

SIGN, MONUMENT: A freestanding sign of eight feet (8') or less in height on an ornamental base identifying a subdivision or development which has multiple suites, offices, tenants, lots or units. Monument signs are oriented toward pedestrians and vehicles.

SIGN, NONCONFORMING: Any sign in existence on the effective date hereof for which there is a legal permit, but that does not conform to the requirements of chapter 17.127 of this title.

SIGN, PERMANENT: A sign that is permanently mounted or affixed to the ground or a building and intended to be displayed for an unlimited amount of time.

SIGN, PROJECTING: A maximum double sided sign that projects more than six inches (6") perpendicular to a building facade or wall and hangs from a mounted wall brace or is suspended from, and located entirely under a covered porch, covered walkway, awning, balcony, arcade or colonnade. A projecting sign may also be referred to as a blade sign. Projecting signs are primarily oriented toward pedestrians. Projecting signs that hang from a post located in front of and detached from a building are considered freestanding signs.

SIGN, REAL ESTATE: Any sign advertising:

A. Property, buildings, or portions of buildings for sale, lease, or rent;

- B. "Open houses" or other special events presenting properties for sale, lease, or rent on site intermittently and not on consecutive days. "Open houses" at which sales personnel are on site for thirty (30) continuous days or more shall be considered real estate offices and conform to the applicable zoning district requirements; and
- C. Development opportunity for which design review, building and/or other requisite permit(s) have not been obtained.

SIGN, ROOF: A sign affixed on, above or over the roof of a building so that it projects above the roofline. The lowest portion of a flat roof, the top of a parapet wall, the vertical portion of a mansard roof, the eaves line or fascia of a gable, gambrel, or hipped roof shall be considered the roofline. Where a parapet wall is combined with a mansard roof, the roofline shall be the top of the parapet.

SIGN, SANDWICH BOARD AND PORTABLE BOARD: Signs that are designed to be transported and are not permanently affixed to a building, structure, or the ground.

SIGN, TEMPORARY: A sign that is not permanently mounted or affixed to the ground or a building and intended to be displayed for a limited amount of time and does not include sandwich board or portable board signs. Sign copy changes on a "projecting sign" shall not be considered temporary provided they comply with chapter 17.127 of this title.

SIGN, WALL: A sign mounted parallel to, but within six inches (6") of, a wall, or painted on the surface of a wall of a building or structure. A sign on a mansard roof shall be considered a wall sign. Wall signs are oriented toward both pedestrians and vehicles.

SIGN, WAY FINDING: A sign that is part of an overall plan for public convenience and information including, but not limited to, directions to recognized neighborhoods, recreation and other facilities, public buildings, entertainment venues.

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

SIGN, YARD SALE: A sign advertising a single private sale generally at a residence or sponsored by a community organization.

SINGLE-FAMILY DWELLING: See Dwelling, One-Family.

SKI FACILITY: An establishment or area containing the necessary elements to facilitate the use of ski runs and trails. Typical uses include, but are not limited to powered conveyors for transporting skiers or sightseers, training facilities and associated administrative offices, retail trade, food service and parking.

SLEEPING ROOMS: Rooms in a Hotel designed and used for overnight occupancy by the general public on a short term basis for a fee. Unless otherwise approved by the city council, occupancy periods of a Hotel, or unit thereof, by any one person or entity with an ownership interest in the Hotel, or unit thereof, shall not exceed thirty (30) consecutive days or exceed ninety (90) days within any calendar year, regardless of the form of ownership. Occupancy periods for persons or entities with no ownership interest (i.e., vacationers) shall be limited only by the ninety (90) day per calendar year requirement.

SOLAR BRONZE: A clear film placed on windows which has a metallic bronze look when in direct light and filters out a portion of the solar heat penetrating a window.

SOIL STERILANT: A chemical that temporarily or permanently prevents the growth of all plants and animals.

START OF CONSTRUCTION: Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

STOOP: A small stairway and landing platform leading to any entrance to a building.

STORAGE YARD: Storage of large equipment, operable vehicles and construction/property maintenance materials. This shall not include Junk Yards or wrecking yards.

STREAM ALTERATION: To obstruct, diminish, destroy, alter, modify, relocate, or change the natural existing shape of the channel or to change the direction of flow of water of any stream channel within or below the mean high water mark. It includes removal of material from the stream channel and emplacement of material or structures in the stream channel.

STREET: A public thoroughfare which affords the principal means of access to abutting property.

STREET FRONTAGE: The portion of the building that is immediately adjacent to the street.

STREET POLE: A telephone, electric or cable television pole located in a developed street right of way.

STREET TREE: A tree or trees located within the sidewalk and along the Street Frontage of a building, structure or project.

STRUCTURE: Anything permanently constructed in or on the ground, or over the water; excluding fences less than six feet (6') in height, decks less than thirty inches (30") above grade, paved areas, and structural or nonstructural fill.

STUDIO, COMMERCIAL: Work space within an enclosed structure for artists and artisans, including individuals practicing one of the fine arts or performing arts, or skilled in an applied art or craft. Also includes recording studios. Incidental retail sales of items produced on the premises is allowed.

SUBSTANTIAL IMPROVEMENT: Includes the following:

- A. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure over a three (3) year timeframe either:
 - 1. Before the improvement or repair is started; or
 - 2. If the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

- B. The term does not, however, include either:
 - 1. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
 - 2. Any alteration of a structure listed on the national register of historic places or a state inventory of historic places.

SUPPORT STRUCTURE: The structure to which an antenna and other necessary associated hardware is attached. Support structures include, but are not limited to, the following:

- A. Nonresidential structure.

- B. Monopole: A single pole sunk into the ground and/or attached to a foundation.

- C. Street pole: A telephone, electric or cable television pole located in a developed street right of way.

SWIMMING POOL: A structure, whether above or below grade level, designed to hold water more than 30 inches deep to be used for recreational purposes.

TEMPORARY LIGHTING: Lighting that is intended to be used for a special event for seven (7) days or less.

TERRACE/PATIO: An at grade, open, roofless area, usually finished with paving or stone, adjacent to a building and serving as an outdoor living area.

TERRACE, SUNKEN: A terrace below the grade of the ground floor.

TIME SHARE OCCUPANCY: A facility comprised of two or more units in which the exclusive right of use, possession, or occupancy of dwelling units circulates among the various owners or lessees thereof in accordance with a fixed time schedule on a periodically recurring basis. See also Tourist Housing Accommodation.

TOURIST HOUSE: A building in which the proprietor resides and does not contain more than eight (8) Guestrooms available for short term occupancy, and may provide daily meals to guests.

TOURIST HOUSING ACCOMMODATION: The lease, rental or use of a dwelling unit for Short-Term or Time Share Occupancy.

TOWER: A mast, pole, monopole, or other structure designed and primarily used to support antennas.

TOWNHOUSE DEVELOPMENT: A planned project of two (2) or more townhouse units that may be constructed as single building(s) containing two (2) or more townhouse units erected generally in a row, each unit being separated from the adjoining unit or units by a one hour fire resistant party wall or walls extending from the basement floor to the roof along the dividing townhouse subplot line, each unit having its own access to the outside, and no unit located over another unit in part or in whole; and/or may be constructed as single buildings containing single townhouse units, provided the separation between units and/or buildings complies with applicable codes. All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.

TOWNHOUSE SUBLOTS: The lots resulting from platting a townhouse development. Townhouse sublots shall include, at a minimum, the townhouse unit in its entirety including any and all extensions of the structure that are for the sole use of that townhouse unit and the land beneath said unit whether located independently or within a building containing two (2) or more townhouse units in a townhouse development. Such sublots shall not be buildable for structures other than a "townhouse unit" as defined in this section. Platting of sublots shall follow the procedures set forth in the subdivision ordinance and other applicable codes in effect. Detached garages may be allowed in a townhouse development and may be platted on separate sublots; provided, that the ownership of such detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.

TOWNHOUSE UNIT: See Dwelling, Townhouse.

TRUCK TERMINAL: A facility for the receipt, transfer, short-term storage, and dispatching of goods transported by truck. Included in the use type would be express and other mail and package distribution facilities.

UNBROKEN FACADE: A continuous portion of a wall of a building, located above or beside a window or door and unbroken by doors, windows, or other architectural features, and measured either vertically or horizontally, whichever is less.

UNDERGROUND PARKING: An enclosed off street parking area within the lowest floor of a building; provided, that a minimum of seventy five percent (75%) of the ceiling surface area of such floor is not more than four feet (4') above the basement invisible plane (see illustration A on file in the office of the city clerk).

UPLIGHTING: Lighting that is directed in such a manner as to shine light rays above the horizontal plane.

VARIANCE, FLOODPLAIN: A grant of relief from the requirements of article I of chapter 17.88 which permits construction in a manner that would otherwise be prohibited by said article.

VARIANCE: A "variance" is a modification of the requirements of this title as to lot size, lot coverage, width, depth, front yard, side yard, rear yard, setbacks, parking space, parking areas, height of buildings, or other title provisions affecting the size or shape of a structure or the placement of the structure upon lots, or the size of lots.

VEGETATION: Trees, shrubs and other plant species.

VENT: Any outlet for air that protrudes through the roof deck such as a pipe or stack. Any device installed on the roof, gable or soffit for the purpose of ventilating the underside of the roof deck or other venting purposes of the structure.

VETERINARY SERVICE ESTABLISHMENT: A facility rendering surgical and medical treatment to large animals and Household Pets, providing Boarding Kennels, and/or outdoor runs. Crematoriums are not included as an accessory use.

WAREHOUSE: A facility for the use of dry/cold storage, wholesale, and distribution of manufactured products, supplies, and equipment, excluding storage of materials that are inflammable or explosive or that present hazards or conditions commonly recognized as offensive.

WATERWAY: A channel, natural or manmade, which water runs through.

WHOLESALE: The sale of commodities in quantity for resale.

WHOLESALER: A merchant middleman who sells chiefly to retailers, other merchants, or industrial, institutional and commercial users mainly for resale or business use.

WIDTH OF LOT: The average distance parallel to the front lot line, measured between side lot lines.

WIRELESS COMMUNICATION FACILITY (WCF): A facility that transmits and/or receives electromagnetic signals, including antennas, microwave dishes, parabolic antennas, directional antennas and other types of equipment for the transmission or reception of such signals, towers or similar structures supporting the equipment, equipment buildings, shelters, cabinets, parking area, and other accessory development.
WIRELESS COMMUNICATION FACILITY (WCF), COLLOCATION: The use of a single support system on the ground by more than one carrier (vertical collocation) and/or several support systems on an existing building or structure by more than one carrier.

YARD: That portion of the open area on a lot extending open and unobstructed from the ground upward from a lot line for a depth or width specified by the regulations for the district in which the lot is located.

YARD, FRONT: A yard extending across the full width of the lot between the front lot line and the nearest line or point of the building.

YARD, REAR: A yard extending across the full width of the lot between the rear lot line and the nearest line or point of the building.

YARD, SIDE: A yard extending from the Front Yard to the Rear Yard between the side lot line and the nearest line or point of building.

**CHAPTER 17.12
ESTABLISHMENT OF DISTRICTS & ZONING MATRICES**

SECTION:

17.12.010: ZONING MAP DISTRICTS:

17.12.020 ZONING USE MATRIX

17.12.030 DIMENSIONAL STANDARDS MATRIX 17.12.040 DIMENSIONAL STANDARDS, COMMUNITY CORE MATRIX

17.12.010: ZONING MAP DISTRICTS:

A. Establishment Of Districts: In order to carry out the provisions of this title, the city of Ketchum, Idaho, is divided into the following zoning districts:

LR	Limited residential district
LR-1	Limited residential - one acre zoning district
LR-2	Limited residential - two acre zoning district
GR-L	General residential - low density district
GR-H	General residential - high density district
STO-.4	Short term occupancy - .4 acre zoning district
STO-1	Short term occupancy - one acre zoning district
STO-H	Short term occupancy - high density zoning district
T	Tourist district
T-3000	Tourist - 3000 zoning district
T-4000	Tourist - 4000 zoning district
CC	Community core district
LI-1	Light industrial district number 1
LI-2	Light industrial district number 2
LI-3	Light industrial district number 3
RU	Recreation use district
AF	Agricultural and forestry district
FP	Floodplain management overlay zoning district
A	Avalanche zone district
WSBA	Warm Springs base area overlay district
WSBA-1	Warm Springs base area overlay district-1
MO	Mountain overlay zoning district

B. Boundaries:

1. The boundaries of these zoning districts are established as shown on the official zoning district map adopted by the Ketchum City Council, as amended, which map is made a part of this title.

2. Unless otherwise designated on the zoning district map, district boundary lines are lot lines; the centerlines of streets, alleys, railroad rights of way, or such lines as extended section lines; municipal corporate lines; centerlines of streambeds; or other lines drawn to scale on the zoning district map.
3. Where a lot is divided at the effective date hereof, or by subsequent amendments, by a zoning district boundary line, the less restrictive zoning requirements may be extended not more than twenty five feet (25') into the more restrictive zoning district adjacent to the zoning district boundary line.
4. Questions of the exact location of a zone district boundary shall be resolved by the Commission, by reference to the zoning district map of the city.

17.12.020 ZONING USE MATRIX

A. DISTRICT USE MATRIX.

1. The District Use Matrix 17.12.020 lists all use types and all zoning districts where the use type is permitted ("P"), permitted with approval of a conditional use permit ("C") or permitted as an accessory use ("A") to a principle use.
2. All uses not specifically listed in the District Use Matrix are prohibited, except where State or Federal law otherwise preempts local land use regulation.
3. Overlay Districts. Regardless of whether the District Use Matrix lists a use type as permitted, permitted with approval of a conditional use permit or permitted as an accessory use to a principle use, the use type shall be further regulated and prohibited if listed as a prohibited use in any applicable overlay district.
4. Additional Requirements. In addition to requirements listed in applicable overlay districts, additional requirements for specific uses are listed in Chapter 17.124 Development Standards.
5. Floor Area Ratios (FAR) and Community Housing. Refer to section 17.124.040, 17.124.050 (Hotels), 17.100.030 and 17.101.030 for FAR and community/inclusionary housing requirements.
6. An accessory use, unless otherwise permitted for in this title, shall not commence and no accessory structure shall be constructed without a principle use first being lawfully established on the subject site, unless otherwise specified in Chapter 17.116 Conditional Uses.

"P" = PERMITTED "C" = CONDITIONAL "A" = ACCESSORY

DISTRICT USE MATRIX

DISTRICT USES		L	L	L	G	G	S	S	S	T	T	C	C	C	C	L	L	L	R	A		
		R	1	2	L	R	O	O	O	T	3000	4000	SD	SD	SD	SD	1	2	3	U	F	
RES.	Dwelling, Multi-family				p ¹	P			P	P	P	P	p ²⁶	p ²⁶	P	P	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁹		
	Dwelling, One-Family	P	P	P	p ²	P	P	P	P	P	P	P	See Note 28	See Note 28	See Note 28	See Note 28				C ¹⁹	P	
	Residential Care Facility	p ⁴	p ⁴	p ⁴	p ⁴	p ⁴	p ⁴	p ⁴	p ⁴	p ⁴	p ⁴	p ⁴	p ²⁶	p ²⁶	P	P						
COMMERCIAL	Agriculture, Commercial																				P	
	Adult Only Business																	P				
	Business Support Service												P	P	P	p ²⁷	P	P				
	Convenience Store									P			P	P	P		p ¹²	p ¹⁶				
	Daycare Center				C ⁴	C ⁴				p ⁴	p ⁴	p ⁴	P	P	P		C ¹⁷		C ¹⁷			
	Daycare Facility				C ⁴	p ⁴				C ⁴	p ⁴	p ⁴					C ¹⁷		C ¹⁷	p ⁴		
	Drive-Through Facility												p ⁹	p ⁹	p ⁹							
	Equestrian Facility																				C	C
	Food Service									P	p ⁶	p ⁶	P	P	P		PC ¹⁵	PC ¹⁵		C ²⁹		
	Golf Course	P	P	P	P	P	P	P	P	P	P	P										C
	Grocery Store												P	P	P							
	Health and Fitness Facility									P			P	P	P		C	C				
	Hotel									p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵								
	Hybrid Production Facility												P	P	P		P	P				
	Instructional Service												P	P	P		P	P				
	Kennel, Boarding																P	P				
	Laundry, Industrial																P	P				
	Lodging Establishment									P	P	P	P	P								
	Maintenance Service Facility																P	P			C	
	Manufacturing																P	P				
	Mortuary												C	C	C							
	Motor Vehicle Fueling Station																C	C				
	Motor Vehicle Sales																C	C				
	Motor Vehicle Service																P	P				
	Office, Business									C			p ¹⁰	P	P	p ²⁴				P		
	Outdoor Entertainment									P	P	P	P	P	P							
	Personal Service									P	p ⁶	p ⁶	P	P	P		p ¹³					
	Professional Service																P	P				
	Recreation Facility, Commercial									C	C	C	p ²⁰	p ²⁰	p ²⁰						C	
	Repair Shop									P	p ⁶	p ⁶	P	P	P		P	P				
	Retail Trade									p ⁵			P	P	P		p ¹²	p ¹⁶		C ²⁹		
	Self-Service Storage Facility																P	P				
	Ski Facility									C	C	C									C	C
	Storage Yard																P	P				
	Studio, Commercial												P	P	P		P	P	P			
	Tourist House										P	P	P	p ¹¹	p ¹¹	p ¹¹	p ¹¹					
	Tourist Housing Accommodation						P	P	P	P	P	P										
	Truck Terminal																P	P				
	TV and Radio Broadcasting Station																P	P	P			
	Veterinary Service Establishment																P	P		C ²¹		
Warehouse																P	P	P				
Wholesale																P	P					

DISTRICT USES		L	L	L	G	G	S	S	S	T	T	T	C	C	C	C	L	L	L	R	A	
		R	R	R	R	R	O	O	O	T	T	T	SD	SD	SD	SD	I	I	I	U	F	
	Wireless Communication Facility	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	
PUBLIC & INSTITUTIONAL	Assembly, Place of				C ³	C ³								C	C	C						
	Cemetery																				C	C
	Cultural Facility												P	P	P							C
	Geothermal Utility											C ⁷										
	Hospital												C	C	C							
	Medical Care Facility					C				P			P	P	P							
	Nature Preserve	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Parking Facility, Off-Site									C	C	C	C	C	C	C						
	Parking, Shared									C ⁸	C ⁸	C ⁸	p ⁸	p ⁸	p ⁸	p ⁸						
	Performing Arts Production													P	P	P						C
	Public Use	C	C	C	C	C	C	C	C	C	C	C	C	P	P	P	C	C	C	C	C	C
	Public Utility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Recreation Facility, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Recycling Center																		P			
Semi-Public Use					C				C	C	C	P	P	P							C	C
ACCESSORY	Agriculture, Urban	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	
	Daycare Home	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴										A ⁴
	Daycare, Onsite Employees																	A	A	A		
	Dwelling Unit, Accessory	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸						A ¹⁸
	Energy System, Solar	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
	Energy System, Wind	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
	Fallout Shelter	A	A	A	A	A	A	A	A	A	A	A										A
	Guesthouse	A	A	A	A	A	A	A	A	A	A	A										
	Home Occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
	Recreation Facility, Residential	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		
	Equestrian Facility, Residential	A	A	A	A	A	A	A	A	A	A	A										A
	Sawmill, Temporary																					C

1. A multi-family development containing up to two (2) dwelling units is permitted.
2. Two (2) one-family dwellings are permitted.
3. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in Chapter 17.08 are permitted.
4. Use is not permitted in the Avalanche Zone. Reference Zoning Map.
5. Retail trade is permitted but must not exceed 2,500 square feet.
6. Uses must be subordinate to and operated within tourist housing and not to exceed ten percent (10%) of the gross floor area of the tourist housing facility.
7. Utility for offsite use.
8. See section 17.125.070 for shared parking standards.
9. Drive-throughs are not allowed in association with food service establishments.
10. This is a permitted use, however offices and professional services on the ground floor with street frontage require a conditional use permit.
11. Tourist houses shall only be located in existing one-family dwellings. Additions to the home shall not exceed 20 percent (20%) of the existing square footage.
12. The following forms of retail trade are permitted: (a) Equipment rental, including sporting equipment and entertainment equipment, (b) Building, construction and landscaping materials; small engines with associated sales (c) Retail in conjunction with manufacturing, warehousing or wholesaling not to exceed 30% gross floor area or 800 square feet, whichever is less; no advertising is displayed from windows or building facades; and no access onto a major arterial is allowed if an alternative access is available.
13. Personal service is not allowed except for laundromats and dry cleaning establishments.
14. See section 17.124.090 of this title for industrial districts residential development standards.

15. Catering and food preparation is permitted. Restaurants require a conditional use permit and shall not exceed 1,000 square feet and serve no later than 9:00 P.M. unless expressly permitted through approval of the conditional use permit.
16. The following forms of retail trade are permitted: (a) Equipment rental, including sporting equipment and entertainment equipment (b) Building, construction and landscaping materials; small engines with associated sales (c) Furniture and appliances in conjunction with warehousing not to exceed 18% gross floor area or 900 square feet, whichever is less; (d) Other retail in conjunction with manufacturing, warehousing or wholesaling; it is limited to 10% gross floor area or 500 square feet, whichever is less. ---- Retail uses (c) & (d) shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available.
17. See section 17.124.120.C of this title for industrial districts daycare development standards.
18. See section 17.124.070 of this title for accessory dwelling unit development standards.
19. A maximum of five (5) dwelling units are allowed through a conditional use permit and shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.
20. Indoor only.
21. Only allowed in conjunction with an equestrian facility.
22. See section 17.124.080 of this title for urban agriculture development standards.
23. See chapter 17.140 for wireless communications facility provisions.
24. Allowed on the ground floor only.
25. See section 17.124.050 of this title for hotel development standards.
26. Ground floor street frontage uses are limited to retail and/or office uses. In subdistrict A office uses require a conditional use permit.
27. Ground floor only.
28. Through the provision of a conditional use permit, the planning and zoning commission may approve a 20% increase to the total existing square footage of an existing nonconforming one-family dwelling.
29. Use is allowed as an accessory use through the provision of a conditional use permit.

17.12.030 DIMENSIONAL STANDARDS, DISTRICTS MATRIX

- A. Unless otherwise specified, development in the city shall comply with the standards set forth in the Dimensional Standards, Districts Matrix. All community core district dimensional standards are listed in section 17.12.040 of this chapter.
- B. The minimum lot size listed in the Dimensional Standards, District Matrix apply unless the health district determines that additional area is required to meet minimum health standards.
- C. In addition to the requirements of the Dimensional Standards, Districts Matrix, the regulations of Supplementary Location and Bulk Regulations, chapter 17.128 apply.

Dimensional Standards, See Section 17.12.040 for Community Core Dimensional Standards

Districts	Minimum Lot Area	Minimum Lot Area w/ PUD. See Title 16.	Minimum Lot Area, Townhouse Sublot	Lot Width	Building Height	Maximum Building Coverage/FAR	Minimum Open Space	Front Setback	Side setback	Rear Setback	Lot Lines created by Townhouse Sublots	Setbacks from Hwy 75	Any setback along Warm Springs Road	Setbacks along 200' Former Railroad ROW
LR	9,000 SF	N/A	N/A	80' Avg.	35'	35%	N/A	15'	The greater of 1' for every 2' in building height, or 10'.	20'	N/A	25'/32' ⁷	30'	3'
	1 Acre	N/A	N/A	100' Avg.	35'	25%	N/A	15'	The greater of 1' for every 2' in building height, or 10'.	20'	N/A	80'	30'	N/A
	2 Acres	N/A	N/A	100' Avg.	35'	25%	N/A	15'	The greater of 1' for every 2' in building height, or 10'.	20'	N/A	400' ⁶	30'	N/A
GR-L	8,000 SF	8,000 SF + 4,000 for every unit over 2.	Equal to that of the perimeter of the townhouse unit.	80' Avg.	35'	35%	N/A	15'	The greater of 1' for every 3' in building height, or 5'. ¹	The greater of 1' for every 3' in building height, or 15'. ¹	Zero (0')	25'/32' ⁷	30'	N/A
GR-H	8,000 SF	N/A	Equal to that of the perimeter of the townhouse unit.	80' Avg.	35' ²	See FAR requirements in section 17.124.040 of this title.	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. One-family dwellings must maintain at least 10'. ¹	The greater of 1' for every 3' in building height or 15'. ¹	Zero (0')	25'/32' ⁷	30'	5', however 3' required for one/two-family dwelling units.
STO-0.4	0.4 Acres	N/A	N/A	80' Avg.	35'	25%	N/A	15'	The greater of 1' for every 2' in building height, or 10'. ¹	The greater of 1' for every 2' in building height, or 20'. ¹	N/A	400'	30'	N/A
	1 Acre	N/A	N/A	100' Avg.	35'	25%	N/A	15'	The greater of 1' for every 2' in building height, or 10'. ¹	The greater of 1' for every 2' in building height, or 20'. ¹	N/A	400'	30'	N/A
STO-H	9,000 SF (Min. of 3,000 SF per unit).	N/A	Equal to that of the perimeter of the townhouse unit.	100' Avg.	35'	35% building coverage, and 75% covered by buildings, parking areas and accessory buildings.	N/A	15'	The greater of 1' for every 3' in building height, or 5'. ¹	The greater of 1' for every 3' in building height, or 15'. ¹	Zero (0')	400'	30'	N/A
T	8,000 SF	N/A	Equal to that of the perimeter of the townhouse unit.	80' Avg.	35' ²	See FAR requirements in section 17.124.040 of this title.	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. At least 10' for one-family dwellings. ¹	The greater of 1' for every 3' in building height, or 10'. At least 15' for one-family dwellings. ^{1 & 2}	Zero (0')	25'/32' ⁷	30'	5', however 3' required for one/two-family dwelling units.
T-3000	8,000 SF	N/A	Equal to that of the perimeter of the townhouse unit.	80' Avg.	35' ²	See FAR requirements in section 17.124.040 of this title.	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. At least 10' for one-family dwellings. ¹	The greater of 1' for every 3' in building height, or 10'. At least 15' for one-family dwellings. ^{1 & 2}	Zero (0')	N/A	30'	N/A
T-4000	8,000 SF	N/A	Equal to that of the perimeter of the townhouse unit.	80' Avg.	35' ²	See FAR requirements in section 17.124.040 of this title.	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. At least 10' for one-family dwellings. ¹	The greater of 1' for every 3' in building height, or 10'. At least 15' for one-family dwellings. ^{1 & 2}	Zero (0')	N/A	30'	N/A

Districts	Minimum Lot Area	Minimum Lot Area w/ PUD. See Title 16.	Minimum Lot Area, Townhouse Sublot	Lot Width	Building Height	Maximum Building Coverage/FAR	Minimum Open Space	Front Setback	Side setback	Rear Setback	Lot Lines created by Townhouse Sublots	Setbacks from Hwy 75	Any setback along Warm Springs Road	Setbacks along 200' Former Railroad ROW
LI-1	8,000 SF	N/A	N/A	80' Min.	35'	75%	N/A	20'	Zero (0') ¹ for internal side yards and a min. of 10' for street side yards.	Zero (0') ¹	N/A	N/A	N/A	N/A
LI-2	8,000 SF	N/A	N/A	80' Min.	35'	75%	N/A	20'	Zero (0') ¹ for internal side yards and a min. of 10' for street side yards.	Zero (0') ¹	N/A	N/A	N/A	N/A
LI-3	8,000 SF	N/A	N/A	80' Min.	35' ³	75%	N/A	20'	Zero (0') ¹ for internal side yards and a min. of 10' for street side yards.	Zero (0') ¹	N/A	N/A	N/A	N/A
RU	9,000 SF	N/A	Equal to that of the perimeter of the townhouse unit.	N/A	35'	25%	N/A	30' ⁴	15' ⁴	15' ⁴	Zero (0')	N/A	N/A	N/A
AF	10 Acres	N/A	N/A	N/A	35'	10% (includes pools)	N/A	25'	25'	25'	N/A	N/A	N/A	N/A

1. If the lot adjoins a more restrictive district on the side or rear, the more restrictive setbacks of that district shall apply.
2. For building with a roof pitch greater than five to twelve (5:12) the maximum height to the mean point of the ridge or ridges measured from eaves line to the ridge top shall be thirty five feet (35'). Roof ridges above the mean point may extend up to a height of forty four feet (44').
3. For buildings with a minimum roof pitch of four to twelve (4:12) may go to forty feet (40').
4. The placement of all structures for conditional uses shall be subject to approval of the planning and zoning commission.
5. A maximum of five percent (5%) open site area may be used for private decks or patios and walkways subject to design review approval.
6. One hundred foot (100') setback from Highway 75 is required for lots platted prior to 1979.
7. Minimum setbacks along Highway 75: Where the street width is eighty feet (80'), all buildings shall be setback a minimum of twenty five feet (25'), and where the street width is sixty six feet (66'), all buildings shall be setback a minimum of thirty two feet (32').

17.12.040 DIMENSIONAL STANDARDS, CC DISTRICT MATRIX

- A. Development in the community core district shall comply with the standards set forth in the Dimensional Standards, CC District Matrix. Dimensional standards for all other districts, unless otherwise specified, shall be found in section 17.12.030 of this chapter.
- B. In addition to the requirements of the Dimensional Standards, CC District Matrix, the regulations of Supplementary Location and Bulk Regulations, chapter 17.128 apply.

Dimensional Standards, CC District

Standards		Sub-District A: Retail Core	Sub-District B: Arts District	Sub-District C: Urban Residential	Sub-District D: Traditional Neighborhood
Setbacks	Setback, Average Front	0'	5'	5'	5'
	Setback, Corner Lot Side	0'	5' Average	5' Average	5' Average
	Setback, Building Fronting on ROW of 60' or Less	5'	5'	5'	5'
	Setback, Cantilevered Decks/Overhangs 8' in Height or Greater	0'	0'	0'	0'
	Setback, 1st and 2nd Floor from Alley	3'	3'	3'	3'
	Setback, Rear Side with no Alley	0' ²	0' ²	0' ²	0' ²
	Setback for Mixed-use and Commercial Buildings, Elevator/Stair Shaft Above Roof Line for Front & Rear	20'	20'	20'	N/A
	Setback for Multiple-family Building, Elevator/Stair Shaft Above Roof Line for Front & Rear	N/A	N/A	30'	30'
	Setback Minimum, 4th Floor from Streets and Avenues	10'	10'	10'	N/A
	Setback Average, 4th Floor from Streets and Avenues	15'	15'	15'	N/A
FAR Requirements	See FAR requirements in section 17.124.130 of this title.	See FAR requirements in section 17.124.130 of this title.	See FAR requirements in section 17.124.130 of this title.	See FAR requirements in section 17.124.130 of this title.	
Building Dimensions	Building Height, 3 Stories and Less	42'	42'	42'	42'
	Building Height, 4 Story 100% Community Housing Project ¹	50'	50'	50'	N/A
	Building Height, Hotel ¹	3 story: 48' 4 story: 58' 5 story: 68'	3 story: 48' 4 story: 58' 5 story: 68'	N/A	N/A
	Height Above Roof Line, Elevator/Stairs Shaft Providing Access to Roof Garden	10'	10'	10'	10'
	First Floor Ceiling Height, Retail	12'-15'	12'-15'	12'-15'	N/A
	First Floor Ceiling Height, Residential	N/A	N/A	8'-12'	8'-12'
	Depth of Street Frontage Uses, Front Minimum	20'	20'	20'	20'
	Minimum Required Size of Private Outdoor Space per Residential Unit	50 sf	50 sf	50 sf	50 sf

Notes:

1. All buildings greater than 48 feet in height or that contain a 5th floor shall require final approval from the city council. For Hotel height standards, see section 17.124.050.B.6 of this title.
2. Buildings that are dedicated to a purely residential use shall be setback at least five (5') feet from the property line.

**CHAPTER 17.18
ZONING DISTRICTS**

SECTION:

- 17.18.010: GENERAL:
- 17.18.020: LIMITED RESIDENTIAL DISTRICT (LR):
- 17.18.030: LIMITED RESIDENTIAL - ONE ACRE DISTRICT (LR-1):
- 17.18.040: LIMITED RESIDENTIAL - TWO ACRE DISTRICT (LR-2):
- 17.18.050: GENERAL RESIDENTIAL - LOW DENSITY DISTRICT (GR-L):
- 17.18.060: GENERAL RESIDENTIAL - HIGH DENSITY DISTRICT (GR-H):
- 17.18.070: SHORT TERM OCCUPANCY - .4 ACRE DISTRICT (STO-.4):
- 17.18.080: SHORT TERM OCCUPANCY - ONE ACRE DISTRICT (STO-1):
- 17.18.090: SHORT TERM OCCUPANCY - HIGH DENSITY DISTRICT (STO-H):
- 17.18.100: TOURIST DISTRICT (T):
- 17.18.110: TOURIST - 3000 DISTRICT (T-3000):
- 17.18.120: TOURIST - 4000 DISTRICT (T-4000):
- 17.18.130: COMMUNITY CORE DISTRICT (CC):
- 17.18.140: LIGHT INDUSTRIAL DISTRICT NUMBER 1 (LI-1):
- 17.18.150: LIGHT INDUSTRIAL DISTRICT NUMBER 2 (LI-2):
- 17.18.160: LIGHT INDUSTRIAL DISTRICT NUMBER 3 (LI-3):
- 17.18.170: RECREATION USE DISTRICT (RU):
- 17.18.180: AGRICULTURAL AND FORESTRY DISTRICT (AF):

17.18.010 GENERAL:

- A. Zoning District Use Matrix. All permitted, conditional and accessory uses for each zoning district is listed in the zoning district use matrix in section 17.12.020 of this title.
- B. Zoning District Dimensional Standards. All building dimensional standards including height, setbacks, building coverage, open space, lot/PUD size requirements, among other categories, are found in the Dimensional Standards, Districts Matrix, section 17.12.030 and the Dimensional Standards, CC District Matrix, section 17.12.040 of this title.

17.18.020: LIMITED RESIDENTIAL DISTRICT (LR):

- A. Purpose. The purpose of the LR limited residential district is to identify and preserve residential properties, to prevent overcrowding of land in order to preserve natural features and openness and to encourage the development of low density areas suited for single-family residential purposes.

17.18.030: LIMITED RESIDENTIAL - ONE ACRE DISTRICT (LR-1):

- A. Purpose. The purpose of the LR-1 limited residential - one acre district is to identify and preserve residential properties, to prevent overcrowding of land in order to preserve natural features and openness and to encourage the development of low density areas suited for single-family residential purposes.

- B. Maximum Density Of Single Development: One dwelling unit per one acre of gross land area of less than twenty five percent (25%) slope.

17.18.040: LIMITED RESIDENTIAL - TWO ACRE DISTRICT (LR-2):

- A. Purpose. The purpose of the LR-2 limited residential - two acre district is to identify and preserve residential neighborhoods, to prevent overcrowding of land, to preserve natural features and to encourage the development of low density areas suited for single-family residential purposes.

17.18.050: GENERAL RESIDENTIAL - LOW DENSITY DISTRICT (GR-L):

- A. Purpose. The purpose of the GR-L general residential - low density district is to provide areas where low and medium density uses can be properly developed in proximity to each other while still maintaining neighborhood amenities and favorable aesthetic surroundings. The intent of the general residential - low density district is to permit a reasonable amount of flexibility in both land use and development in residential development areas.

17.18.060: GENERAL RESIDENTIAL - HIGH DENSITY DISTRICT (GR-H):

- A. Purpose. The purpose of the GR-H general residential - high density district is to accommodate the need for higher density residential land use alternatives within a district generally limited to residential uses while still preserving neighborhood amenities and favorable aesthetic surroundings. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone, and to encourage articulation and quality design in new buildings.

17.18.070: SHORT TERM OCCUPANCY - .4 ACRE DISTRICT (STO-.4):

- A. Purpose. The purpose of the STO-.4 short term occupancy - .4 acre district is to identify and preserve recreation oriented neighborhoods, to prevent overcrowding of land and to encourage the development of moderately low density areas suited for single-family structures with the alternative of limited short term occupancy use.

17.18.080: SHORT TERM OCCUPANCY - ONE ACRE DISTRICT (STO-1):

- A. Purpose. The purpose of the STO-1 short term occupancy - one acre district is to identify and preserve recreation oriented neighborhoods, to prevent overcrowding of land and to encourage the development of low density areas suited for single-family structures with the alternative for limited short term occupancy use.

17.18.090: SHORT TERM OCCUPANCY - HIGH DENSITY DISTRICT (STO-H):

- A. Purpose. The purpose of the STO-H short term occupancy - high density district is to accommodate the need for higher density limited short term occupancy land use adjacent to recreation facilities while still preserving neighborhood amenities and favorable aesthetic surroundings.

17.18.100: TOURIST DISTRICT (T):

- A. Purpose. The purpose of the T tourist district is to provide the opportunity for high density residential and tourist use, land ownership and development including certain restricted business and personal service establishments in conjunction with such use, which can be justified on the basis of the primary use within the district. Tourist district classifications are intended to be carefully placed in the neighborhood structure to assure the closest possible compatibility with the surrounding uses and development. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone, and to encourage articulation and quality design in new buildings. The tourist zone contains several distinct areas, including the Entrance Corridor, Second Avenue, River Run, Warm Springs Base Area and Saddle Road.

17.18.110: TOURIST - 3000 DISTRICT (T-3000):

- A. Purpose. The purpose of the T-3000 district is to provide the opportunity for short term tourist accommodations with limited tourist support services subordinate to and in conjunction with tourist housing. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone and to encourage articulation and quality design in new buildings.

17.18.120: TOURIST - 4000 DISTRICT (T-4000):

- A. Purpose. The purpose of the T-4000 district is to provide the opportunity for short term tourist accommodations with limited tourist support services subordinate to and in conjunction with tourist housing. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone and to encourage articulation and quality design in new buildings.

17.18.130: COMMUNITY CORE DISTRICT (CC):

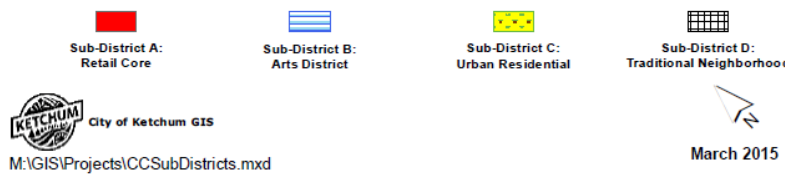
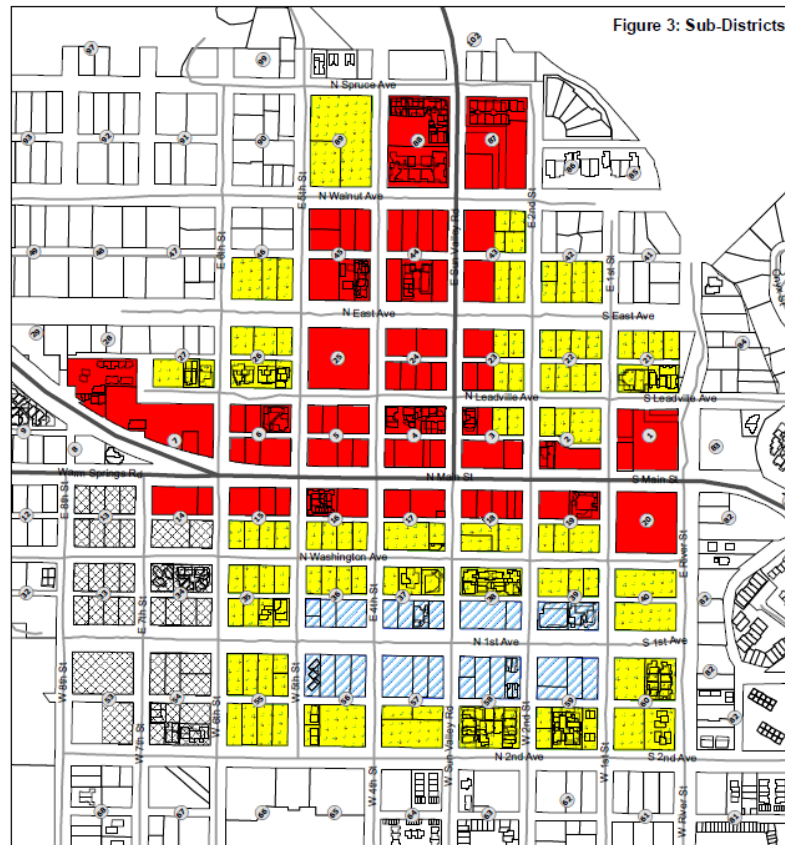
- A. Purpose. The purpose of the CC community core district is to promote a compact and cohesive center of commerce and culture, to promote an attractive and safe pedestrian environment which includes sidewalks, gathering spaces, streetscape amenities and landscaping, to retain the unique small town scale and character and to encourage buildings which respect Ketchum's historical and geographic context while providing diversity. The regulations of this chapter are intended to facilitate the implementation of the city's comprehensive plan and the Ketchum downtown master plan. Compatible mixed uses including retail, office, residential and cultural uses are encouraged. Commercial uses are concentrated in the CC district which is consistent with the city's comprehensive plan and the downtown master plan.
- B. Applicability. The regulations contained within this section and section [17.18.130.F](#) of this chapter apply to all development within the community core, unless otherwise specified herein.
- C. Exceptions. The purpose of an exception is to allow for a degree of design flexibility within the community core district. Exceptions may be allowed to only the provisions included in section [17.18.130.F](#) of this chapter during evaluation of the design review application. An exception may be granted by the Commission upon finding that all of the following criteria are met:
 1. The granting of an exception will not be detrimental to the public good.
 2. The granting of an exception will not be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.

3. The granting of the exception will not be detrimental or injurious to property or to the general welfare of the city.
4. The exception is to architectural design elements and is not an exception to other development standards such as building height, setbacks, floor area ratio; to any use requirements or restrictions; or to any life safety requirements.

D. Lot configuration. All side lot lines shall run perpendicular to the alley and/or avenue. See also section 17.12.040 Dimensional Standards, CC District Matrix of this title.

E. Subdistricts:

1. Subdistricts designate areas of special characteristic within the community core (figure 3 of this subsection).
2. The subdistricts are differentiated by specific dimensional and use standards.



F. Community Core Design Review Regulations:

1. Contents Of Section. This section contains design review regulations for all new development projects, changes to the exterior of existing buildings and changes of use in existing buildings within the community core district.
2. Minimum Design Regulations. Design regulations are minimum or baseline standards for the design of development projects within the community core district. Development shall comply with all applicable design regulations.
3. Categories Of Design Regulations. The design regulations in this section are organized in the following categories:

Categories of Design Regulation	
a.	All building facades
b.	Mixed use/hotel building facades
c.	Roofs
d.	Awnings and marquees
e.	Balconies
f.	Colonnades
g.	Front porches/stoops
h.	Public open space
i.	Service areas
j.	Mechanical and electrical equipment
k.	Landscaping
l.	Fences, walls and gates
m.	Site lighting
n.	Plazas, pedestrian walkways and courtyards
o.	Parks
p.	Bicycle parking
q.	Streets and streetscapes

a. All Building Facades, Design Regulations:

- (1) Facades shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and glass curtain walls. Blank walls on all facades that front a park, street, avenue, alley, plaza, or other public spaces are prohibited.
- (2) On all facades, a clear visual distinction between each floor shall be provided.
- (3) Stairways shall have a design that is compatible with overall structure. Stairs shall not have a tacked on appearance or look like their design was an addition or afterthought.
- (4) All sides of the facade shall be designed with similar architectural elements, materials, and colors as the front facade. However, the design of side and rear facades may be simpler, more casual, and more utilitarian in nature.
- (5) If a portion of an existing building is modified, it shall use the same building materials, details, and color applications as the rest of the building. For

example, if a portion of a brick facade with wood framed windows and doors is modified, the modified portion of the facade shall use bricks, details, and wood frame windows and doors that are compatible with the other parts of the building.

- (6) Additions to existing buildings shall be designed with a style, materials, colors, and details that are compatible with the existing structure.

Original Structure



Prohibited Addition To Structure

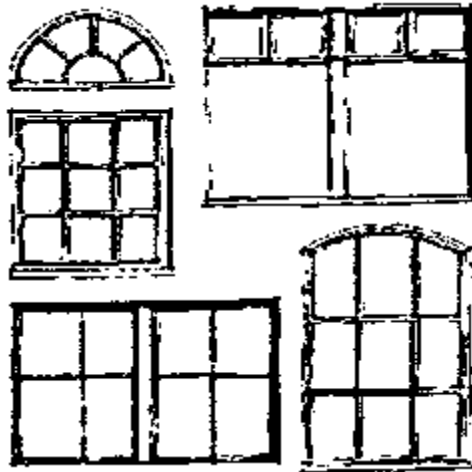


Allowed Addition To Structure

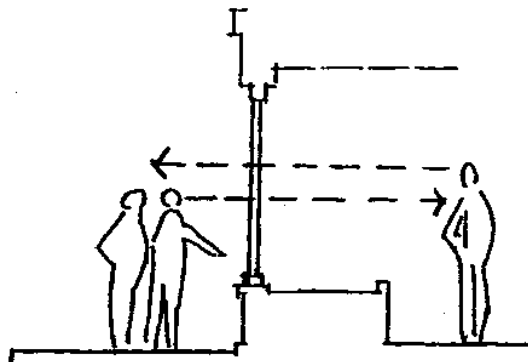


b. Mixed Use/Hotel Building Facades, Design Regulations:

- (1) Front building facades, as well as all facades that front a plaza or pedestrian walkway, shall be designed with:
 - (a) Ground floor storefront windows and doors that utilize clear transparent glass in order to provide clear views of storefront displays from the street and/or to allow natural surveillance of the street and adjacent outdoor spaces. Mirror and tinted glass, including solar bronze and interior film, is prohibited.
 - (b) Upper floor window openings that have a vertical orientation and proportion. Mirror and tinted glass is prohibited on upper floor facades.
- (2) Elements of traditional "main street" storefronts shall be used in the facades of traditional mixed use buildings. These elements include recessed entry door(s), display windows, the kickplate or bulkhead, transom windows, cornice and pediment.



Transparent windows and doors provide clear views of storefront displays and natural surveillance of the street and adjacent public spaces.



Example of appropriate storefront windows.

Mirror and tinted glass is prohibited on facades.

c. Roofs, Design Regulations:

- (1) Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.
- (2) A relatively consistent roof design (including overhangs, pitch, fascia, materials and eaves) shall be provided on all sides of the building.
- (3) All roofs shall be designed with snow clips, gutters, and downspouts to prevent water damage and stains on building facades, and to protect pedestrians and adjoining properties from dripping water and sliding snow.
- (4) Mechanical equipment on roofs shall be screened from public view from all sidewalks, plazas, parks, public spaces, and pedestrian walkways.

- (5) Roof overhangs, such as cornices, and eaves, may extend out from the facade of the building. However, roof overhangs shall not extend over a neighboring parcel or more than three feet (3') over a public sidewalk.

d. Awnings and Marquees, Design Regulations:

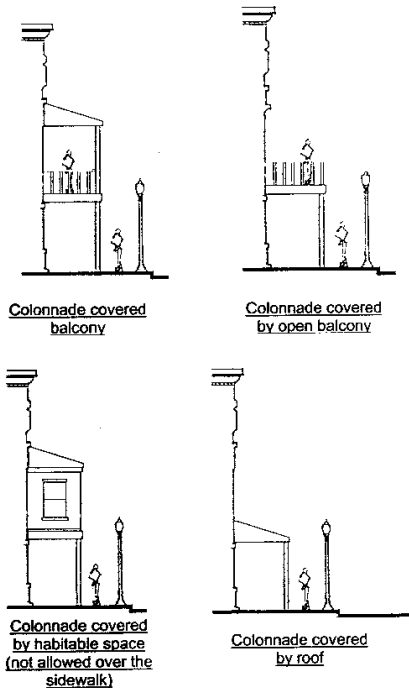
- (1) The valance, or front face, of an awning shall not exceed eighteen inches (18") in height.
- (2) Awnings and marquees shall not obscure views into storefront display windows or cover architectural expression lines or details.
- (3) Awnings may have signs (refer to sign ordinance).
- (4) High gloss or plastic materials are prohibited.

e. Balconies, Design Regulations:

- (1) Balconies may be open or covered with a roof or upper story balcony.
- (2) The distance between roof supporting columns, piers, or posts on balconies shall not exceed their height.

f. Colonnades, Design Regulations:

- (1) Colonnades may be covered with a roof or a balcony. An enclosed habitable space may occur above the colonnade, as long as it does not occur over the public sidewalk.
- (2) Supporting columns and posts shall be spaced and sized so that they do not block views of storefront windows from the street.



g. Front Porches/Stoops, Design Regulations:

- (1) Front porches and stoops may be covered with a roof, a balcony, or an enclosed habitable space. However, an enclosed habitable space may not occur within the setback zone.

- (2) 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.
- (3) The raised platform of a front porch (not including stairways) shall be at least fifty (50) square feet in size with no one dimension less than six feet (6') in length.
- (4) The raised platform of a stoop (not including stairways) shall be at least twenty five (25) square feet in size with no dimension less than five feet (5') in length.

h. Public Open Space, Design Regulations:

- (1) Public open spaces shall be designed to enhance the site and/or building as a place for pedestrians and shall include the following:
 - (a) Trash receptacles.
 - (b) A combination of landscaping and paved surfaces.
 - (c) Pedestrian scaled lighting.
 - (d) Amenities or features that encourage people to gather. Such features include (but are not limited to) outdoor seating, spas/hot tubs, pools, barbecue facilities, outdoor fireplaces, public art, fountains, kiosks, planters, and outdoor dining areas.
- (2) Public open spaces shall be usable throughout the year. These spaces shall either be heated for snow removal or maintained to remove snow during the winter months.

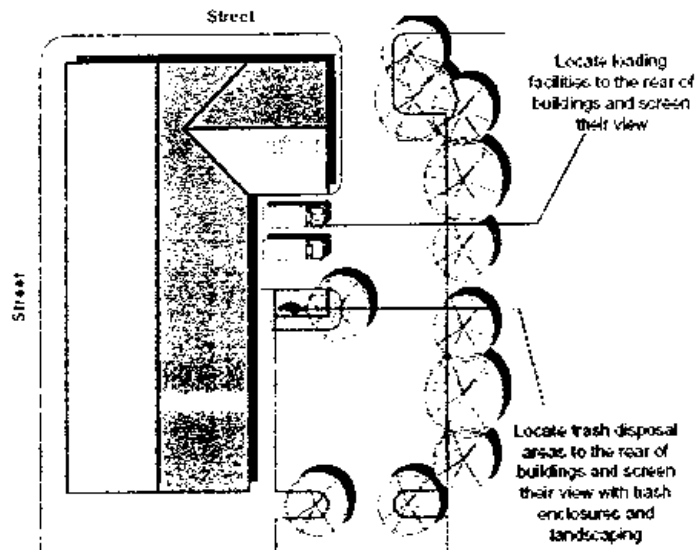
i. Service Areas, Design Regulations:

- (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 from streets, avenues, alleys, pedestrian walkways, sidewalks, plazas, and public spaces. Trash disposal areas with appropriately designed enclosures or screens may be allowed within rear parking lots, but in no case shall the disposal area be allowed along the street frontage.
- (2) Trash disposal areas shall be screened from public views from all sidewalks, streets, plazas, and public spaces. Trash enclosures shall be used to store outdoor garbage containers or dumpsters.
- (3) Garbage containers or dumpsters shall be kept in enclosures at all times, except when being emptied.
- (4) Trash enclosures shall be maintained and the surrounding area kept free of debris.
- (5) The location of trash enclosures shall not interfere with vehicular and pedestrian access and movement.
- (6) The number of trash receptacles per unit shall be provided based on formulas provided by trash disposal companies.

j. Mechanical and Electrical Equipment, Design Regulations:

- (1) The following shall not be located within the public right of way and shall be screened from public views from streets, pedestrian walkways, sidewalks, plazas, and public spaces:
 - (a) Electric and water utility meters.
 - (b) Power transformers and sectors.
 - (c) Heating/ventilation/cooling equipment.

- (d) Irrigation and pool pumps.
 - (e) Satellite dishes greater than eighteen inches (18") in diameter.
 - (f) Antennas.
 - (g) Rooftop mechanical equipment.
 - (h) Other mechanical equipment.
- (2) Appropriate methods of screening include fencing, landscaping, roof parapets, and equipment enclosures. The design of screening devices shall be compatible with the main structure and conform to other sections of this code. Noise levels of mechanical equipment shall be minimized. All utility and communication lines serving the site shall be underground.



k. Landscaping Design Regulations:

The regulations in this subsection apply to private property, including parking lots.

Regulations for the landscaping of streets are provided in subsection Z, "Streets And Streetscapes", of this section.

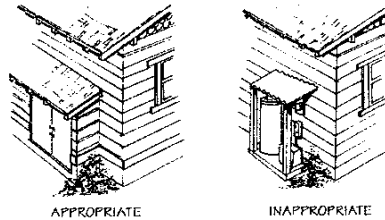
- (1) The following areas shall be landscaped and regularly maintained to be free of weeds, overgrown vegetation, and litter:
 - (a) Unpaved portions of the site visible from public streets, sidewalks, plazas, parks, and other public spaces.
 - (b) Common outdoor areas within any development.
 - (c) Private and public surface parking lots.
- (2) Landscaping treatments shall include a combination of trees, grasses, shrubs, flowering plants, and flowers.
- (3) All landscaped areas shall be irrigated with automatic drip irrigation systems that do not produce overspray on surfaces outside the planting area.
- (4) All new trees planted in the community core district shall be species that are recommended and approved by the city arborist. All new trees shall have a caliper size of three inches (3") measured twelve inches (12") from the ground. If the species is not available in this size, a caliper of two and one-

half inches (2¹/₂"), measured twelve inches (12") from the ground, will be acceptable. Evergreen trees shall be at least eight feet (8') tall when planted. All trees shall have a minimum height of fourteen feet (14') when fully grown.

- (5) In order to provide adequate pedestrian clearance, trees shall be pruned regularly so that there is at least seven feet (7') of vertical clearance between the lowest branches of the tree and the grade of the adjacent sidewalk or pedestrian walkway. They shall also be pruned to maintain the health, vigor, and natural shape of the tree, and to maintain vehicular clearance and sight lines.
- (6) All trees shall have an adequately sized planting area. The size of the planting area shall be based on the amount of room needed for tree roots. Root barriers shall be used when trees are planted near pedestrian walkways and sidewalks.
- (7) Shrubs shall have a minimum five (5) gallon container size.
- (8) An exception to a development specification or design regulation (such as the built to line specification) is allowed if the exception will protect and preserve an established, healthy, and mature tree on the site. In cases where such a tree is protected and preserved, the exception to the development specification or design regulations shall be granted with verification of the city arborist and shall not require approval by the Commission or city council. When proposed underground parking prohibits the preservation of mature and healthy trees, an assessment of alternatives shall be made by the planning department, city engineer, city arborist and the applicant. Such an assessment will include consideration of a parking demand plan.
- (9) 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.
- (10) All landscaping shall be maintained in a healthy and attractive state and shall be watered, weeded, generally maintained, and replaced (if necessary) by the property owner/property manager.
- (11) Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.
- (12) The city arborist shall approve all parking lot trees. Trees that do not drop heavy cones, sap, fruit, and seedlings shall be selected to minimize potential damage to cars in the parking lot.
- (13) All surface parking lots shall be designed with the following landscaping features:
 - (a) The use of porous or pervious surfaces in the parking lot design. These surfaces reduce the volume and rate of storm water runoff and can add to the visual character of the parking lot.
 - (b) Landscaped planters shall be located between public sidewalks and parking lots. Landscaped planters shall be at least five feet (5') wide and shall be planted with a combination of shrubs, trees, and flowering plants. Planter walls shall be limited to a height of twenty four inches (24").
 - (c) Trees may be planted in landscaped planters, tree wells in pedestrian walkways, and/or diamond shaped planter boxes located

between parking rows. Diamond shaped planter boxes and tree wells shall be at least five feet (5') square. Tree gates and root guards shall be required for trees planted within pedestrian walkways.

- (d) 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. Fences, Walls and Gates, Design Regulations:

- (1) The design of fences and walls shall be compatible with the architecture of the building.
- (2) Entrance arbors are allowed on fences/walls.
- (3) Fences and walls shall have an articulated design. Articulation can be created by having regularly spaced posts, changing the height of the fence/wall, and by using different building materials at the base, posts, or the cap of the fence/wall. Flat walls, chainlink fences, and barbed wire fences are prohibited.
- (4) The maximum fence and wall height is four feet (4') within thirty feet (30') of the front property line and six feet (6') beyond thirty feet (30') of the front property line.

m. Site Lighting, Design Regulations:

- (1) The following areas shall be illuminated at night to ensure the safety of users and to minimize opportunities for crime. Illumination shall conform to the city of Ketchum dark sky ordinance.
 - (a) Intersection of streets.
 - (b) Intersection of alleys and streets.
 - (c) Surface parking lots.
 - (d) Parking structures, including access points, elevators and stairwells.
 - (e) Pedestrian walkways and paths.
 - (f) Plazas.
 - (g) Sidewalks.
 - (h) Automated teller machines (ATMs).
 - (i) All entrances to buildings, including rear and service entrances.
 - (j) Garbage disposal areas.

- (k) Alleys.
 - (l) Other areas that are routinely used by pedestrians.
 - (2) Site, building, and sign lighting shall be located and directed to light the intended area of illumination and to prevent off site glare impacts on adjacent buildings or properties.
- n. Plazas, Pedestrian Walkways And Courtyards, Design Regulations:
- (1) All plazas, pedestrian walkways, and courtyards shall be designed with an ornamental surface that is differentiated from the sidewalk and asphalt streets and parking lots. Appropriate types of ornamental paving include:
 - (a) Natural stone.
 - (b) Turf block.
 - (c) Brick.
 - (d) Concrete unit pavers.
 - a. Concrete with special textures, colors, and patterns.
 - (2) At least two (2) sides of a plaza or courtyard shall be defined by building facades with active ground floor uses (such as restaurants, retail stores, cafes, bars, etc.). Edges that are not defined by building facades shall be defined with landscaping features, such as trees, low planters, seating, a pergola with vines, or sculptures.
 - (3) All plazas and courtyards shall be designed with pedestrian amenities, such as seating, outdoor dining tables with umbrellas, winter ice rinks, planters, trees, vine covered pergolas, pedestrian scaled lighting, public artwork, outdoor fireplaces, and fountains.
 - (4) Plazas shall be illuminated from dusk to dawn. A combination of overhead lighting and lighted bollards shall be used.
 - (5) Plazas, pedestrian walkways, and courtyards that are paved shall be kept clear of snow and ice to ensure that the space is usable throughout the year.
- o. Parks, Design Regulations:
- (1) Park improvements shall be designed to preserve mature trees, natural topographic features, rock outcroppings, and riparian and floodplain features.
 - (2) All parks shall be designed with pedestrian amenities, such as shaded trails and paths, seating areas, picnic tables, barbecue areas, planters, trees, vine covered pergolas, gazebos, drinking fountains, pedestrian scaled lighting, public artwork, and fountains.
 - (3) Parks shall be visible from streets, sidewalks, and adjacent uses to facilitate informal surveillance of the park and to increase safety and security. Edge treatments such as landscaping and fencing shall not block public views into the park. Parks shall not be isolated or walled off from the surrounding community.
 - (4) Lighting shall be provided for pedestrian paths, parking lots, restrooms, picnic areas, gazebos, and other structures within parks. Lighting shall be located and directed to control off site glare.
 - (5) Parks shall be designed with a combination of shaded areas to create cool areas during warm summer months and open space for solar access during the colder months. Canopy trees, trellises, gazebos, and/or other structures

shall be provided to shade pedestrian paths, picnic areas, outdoor seating areas, and playgrounds.

p. Bicycle Parking, Design Regulations:

- (1) All developments within community core are required to have bicycle parking. The minimum number of bicycle racks shall be determined by whichever of the following is greater:
 - (a) Two (2) bicycle racks per use or business.
 - (b) A number of bicycle racks that equals twenty percent (20%) of the required auto parking.
 - (c) Two (2) bicycle racks per lot.
- (2) Schools are required to provide a minimum of one bicycle rack per ten (10) students or ten percent (10%) of required auto parking, whichever is greater. Recreation uses are required to provide a minimum of five (5) bicycle racks or ten percent (10%) of required auto parking, whichever is greater.
- (3) A single bicycle rack shall meet the following criteria:
 - (a) Support the bicycle upright by its frame in two (2) places.
 - (b) Prevent the wheel of the bicycle from tipping over.
 - (c) A U-lock should be able to lock the front wheel and the down tube of an upright bicycle or lock the rear wheel and seat tube of the bicycle.
- (4) Two (2) or more single racks may be mounted in a row on a common base or attached in a row to a frame.
- (5) Inverted "U" racks mounted in a row should be placed thirty inches (30") apart (on center) allowing enough room for two (2) bicycles to be secured to each rack and providing easy access to each bicycle.
- (6) The rack should be anchored so that it cannot be stolen with the bikes attached. Racks that are large and heavy enough such that the rack cannot be easily moved or lifted with the bicycles attached do not have to be anchored.
- (7) Bicycle racks may be placed on private property and public sidewalks. In both cases, the racks shall not be placed so that they block the entrance or inhibit pedestrian flow in or out of the building. If placed on a sidewalk or pedestrian walkway, they should be placed so that at least five feet (5') of sidewalk width is maintained. Bike racks placed in the public right-of-way are subject to review and approval by the Public Works Department.
- (8) Where multiple racks are installed in rows with aisles separating the rows, the following dimensions apply:
 - (a) Minimum aisle width should be forty eight inches (48"). The aisle is measured from tip to tip of bike tires across the space between racks.
 - (b) Minimum depth should be seventy two inches (72") for each row of parked bicycles.
 - (c) Areas with a high turnover rate should have a minimum aisle width of seventy two inches (72") and should have more than one entrance.
- (9) Racks shall be mounted within fifty feet (50') of the entrance it serves, or as close as the nearest car parking space, whichever is closer.

(10) Racks shall be clearly visible from the entrance it serves.

q. Streets and Streetscapes, Design Regulations:

- (1) Streetscape improvements shall be designed in compliance with the city approved cross sections for downtown streets.
- (2) On street parallel parking spaces shall have a dimension of eight feet by twenty feet (8' x 20') (for non-ADA accessible spaces). On street angled parking spaces shall be provided at a forty five (45) to sixty degree (60°) angle. Angled parking spaces shall have a depth of eighteen feet (18') (as measured perpendicular from the curb face), and a width of nine feet (9') (as measured perpendicular to the stripes of the parking stall). A minimum distance of twenty feet (20') is required from the crosswalk or stop sign line to the first parking space.
- (3) The sidewalk radius at street intersections shall be minimized to shorten the length of pedestrian crossings and to prevent vehicles from making turns at high speeds. The city of Ketchum streets department and fire department shall determine the minimum sidewalk radius when designing streetscape improvement plans.
- (4) All streetlight fixtures, traffic signals, traffic and directional signs, pedestrian wayfinding signs, parking signs, bicycle racks, parking meters, and fire hydrants shall be located within one to three feet (3') of the curb face.
- (5) All streets shall be designed with streetlights. Streetlights shall be provided along all sidewalks at spacing intervals not to exceed sixty feet (60').
- (6) Streetscape furniture and amenities shall be located to maintain a clear pedestrian path of at least five feet (5') in width.
- (7) If permitted, tables, chairs, and other obstructions used for sidewalk dining shall be located to maintain at least five feet (5') of unobstructed sidewalk width.
- (8) All streetlights, streetscape furniture, and amenities shall be consistent with a city approved list of approved furniture.
- (9) Streetlights shall be scaled to pedestrians and shall be no taller than fourteen feet (14').
- (10) Streetlights shall be equipped with hardware to allow flowerpots and banners to hang from the streetlight. At least seven feet (7') of vertical clearance shall be provided from the sidewalk to the bottom of the flowerpot or banner.
- (11) Community organizations are allowed to hang banners from public streetlights with the approval of a sidewalk use permit. The Administrator shall approve all banners that are hung from public streetlights. The Ketchum streets department shall be responsible for hanging all streetlight banners. The city reserves the right to charge a fee for the banners.
- (12) All new public sidewalks shall be heated to facilitate the removal of snow.
- (13) All sidewalks shall be constructed of concrete pavers. Special paving features may be allowed on the sidewalks of unique streets within the downtown, such as Fourth Street and First Avenue.
- (14) The project applicant shall be required to pay for new sidewalk, curbs, and gutters within the public right of way adjacent to the project site when there is new construction or when an existing building is altered or changed and such modifications require a building permit and the cumulative

improvement within a three year timeframe constitutes a "Substantial Improvement".

- (15) Root guards shall be installed for each street tree to minimize damage to the sidewalk.
- (16) All street trees shall be irrigated with automatic drip irrigation systems that do not produce overspray on the sidewalk.
- (17) All new trees shall have a caliper size of three inches (3") measured twelve inches (12") from the ground. If the species is not available in this size, a caliper of two and one-half inches (2 1/2"), measured twelve inches (12") from the ground, will be acceptable. Evergreen trees shall be at least eight feet (8') tall when planted. All trees shall have a minimum height of fourteen feet (14') when fully grown.
- (18) In order to provide adequate pedestrian clearance, trees shall be pruned regularly so that there is at least seven feet (7') of vertical clearance between the lowest branches of the tree and the grade of the adjacent sidewalk or pedestrian walkway. They shall also be pruned to maintain the health, vigor, and natural shape of the tree, and to maintain vehicular clearance and sight lines.
- (19) All trees shall have an adequately sized planting area. The size of the planting area shall be based on the amount of room needed for tree roots. Root barriers shall be used when trees are planted near pedestrian walkways and sidewalks.
- (20) All street trees planted in the community core district shall be species that are recommended and approved by the city arborist.

17.18.140: LIGHT INDUSTRIAL DISTRICT NUMBER 1 (LI-1):

- A. Purpose. The LI-1 light industrial district number 1 is established as a transition area providing limited commercial service industries, limited retail, small light manufacturing, research and development, and offices related to building, maintenance and construction and which generate little traffic from tourists and the general public.

17.18.150: LIGHT INDUSTRIAL DISTRICT NUMBER 2 (LI-2):

- A. Purpose. The LI-2 light industrial district number 2 is established to provide for a permanent year round employment base and the location of light manufacturing, wholesale trade and distribution, research and development, service industries, limited related, bulk retail and offices related to building, maintenance and construction and which generate little traffic from tourists and the general public.

17.18.160: LIGHT INDUSTRIAL DISTRICT NUMBER 3 (LI-3):

- A. Purpose. The LI-3 light industrial district number 3 is established as a transition area providing for a permanent year round employment base and the location of research and development, wholesale trade and distribution and high technology industries along with offices related to building, maintenance and construction and which generate little traffic from tourists and the general public and providing a mix of deed restricted and market rate housing.

17.18.170: RECREATION USE DISTRICT (RU):

- A. Purpose. The purpose of the RU recreation use district is to protect and enhance vital natural resources; to provide a buffer between incompatible land uses; to ensure that land intended for recreation use is developed in such a manner to serve its intended use while not exerting disruptive influences on adjacent land uses; to guide recreational development; to ensure adequate standards for development and preservation of such uses; and to promote the general health, safety and welfare of the inhabitants of the city.

17.18.180: AGRICULTURAL AND FORESTRY DISTRICT (AF):

- A. Purpose. The purpose of the AF agricultural and forestry district, is to permit zoning of substantially undeveloped areas of agriculture, ranching and forestry uses where low density activities and development are encouraged and lands are protected for the pursuit of such activities against inconsistent uses.

**CHAPTER 17.88
FLOODPLAIN MANAGEMENT OVERLAY ZONING DISTRICT (FP)**

Article I. Flood Damage Prevention

17.88.010: FINDINGS OF FACT:

- A. The flood hazard areas of Ketchum, Idaho, are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- B. These flood losses are caused by the cumulative effects of obstruction in areas of special flood hazard which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood proofed, elevated or otherwise protected from flood damage also contribute to the flood loss.
- C. The Big Wood River and its tributaries and floodplains in Ketchum are important to the well being of its citizens as a source of recreation, fish and wildlife habitat, aesthetic beauty, a source of irrigation water as well as other economic and lifestyle values.
- D. The studies listed below are hereby adopted as the primary sources of flood hazard analysis:
 - 1. "Flood Insurance Study (FIS) For Blaine County, Idaho And Incorporated Areas", flood insurance study numbers 16013CV001A and 16013CV002A, dated November 26, 2010, and any amendments thereto;
 - 2. Digital flood insurance rate maps (DFIRMs) for Blaine County, Idaho, and incorporated areas: map number 16013CIND0A; map number 16013C0433E, community panel number 0433E; map number 16013C0434E, community panel number 0434E; map number 16013C0441E, community panel number 0441E; map number 16013C0442E, community panel number 0442E; map number 16013C0453E, community panel number 0453E; map number 16013C0461E, community panel number 0461E, and any amendments thereto; and
 - 3. Other flood hazard studies, as may be adopted by the city, will be utilized in determining flood hazard.
- E. Regulations pertaining to development on property affected by the 100-year flood, as defined herein, are necessary in addition to those of the underlying zoning district in order to promote the health, safety and welfare of the citizens of and visitors to the city of Ketchum, Idaho

17.88.020: STATEMENT OF PURPOSE:

It is the purpose of this section to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- A. To protect human life and health;
- B. To minimize expenditure of public money for costly flood control projects;

- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
- F. To help maintain a stable tax base by providing for the second use and development of areas of special flood hazard so as to minimize future flood blight areas;
- G. To ensure that potential buyers are notified that property is in an area of special flood hazard;
- H. To ensure that those who occupy the areas of special flood hazard assume the responsibility for their actions;
- I. To allow the river and creeks and their adjacent lands to convey floodwaters to minimize property damage;
- J. To regulate uses in the floodplain for the purpose of preserving, protecting, and enhancing the abundance and diversity of fish, wildlife and riparian resources;
- K. To protect, preserve and enhance the waterways and floodplains as a recreation resource;
- L. To provide a formal procedure for stream alteration permit applications;
- M. To restrict or prohibit uses which are injurious to health, safety or property in times of flood, which result in environmental damage, or that cause increased flood heights or velocities; and
- N. To guide development and city review of development in order to establish the most appropriate building envelopes for lots existing and in new subdivisions.

17.88.030: METHODS OF REDUCING FLOOD LOSSES:

In order to accomplish its purposes, this section includes methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
- D. Controlling, filling, grading, dredging, and other development which may increase flood damage; and

- E. Preventing or regulating the construction of flood barriers which may unnaturally divert floodwaters or which may increase flood hazards in other areas.

17.88.040: GENERAL PROVISIONS:

- A. Establishment Of The Floodplain Management Overlay Zoning District: The floodplain management overlay zoning district is hereby established. The regulations of this district apply to all lands within the jurisdiction of the city that lie within the 100-year floodplain boundaries as determined by the graphic representation shown on the flood insurance rate map (FIRM) and by the elevations of the IRF contained in the flood insurance study referred to herein below in addition to the regulations contained in the underlying zoning district.
 - 1. Establishment Of The Floodway Subdistrict And The Floodplain Subdistrict: The floodplain areas are divided into two (2) subdistricts: the floodway subdistrict and the floodplain subdistrict.
 - 2. Rules For Interpretation Of The Floodplain Management Overlay Zoning District Boundaries And The Floodway Subdistrict And The Floodplain Subdistrict Boundaries: The floodplain management overlay zoning district boundaries are represented on the official zoning map of the city. However, the precise intermediate regional flood (IRF) location shall be determined by on site survey and elevations as interpreted from the adopted flood insurance rate map and the flood insurance study. All land within the external boundary of the 100-year floodplain and all parcels with any portion thereof affected by said 100-year floodplain shall be considered to be within the floodplain management overlay zoning district governed thereby in addition to the underlying zoning district. The city may make necessary interpretations of the boundary based upon the recommendation of the city engineer or other expert.
 - 3. Basis For Establishing The Areas Of Special Flood Hazard: The areas of special flood hazard identified by the federal insurance administration in a scientific and engineering report entitled "The Flood Insurance Study (FIS) For Blaine County, Idaho And Incorporated Areas" with accompanying digital flood insurance rate maps (DFIRMs) bearing an effective date of November 26, 2010, to establish the areas of special flood hazard for land which has been or will be annexed into the city limits of the city of Ketchum, Idaho, since the adoption of said study for the incorporated area of the city are hereby adopted by reference and declared to be a part of this article. The flood insurance studies are on file at the office of the city clerk, City Hall, 480 East Avenue North, Ketchum, Idaho.
- B. Establishment Of Waterways Design Review Subdistrict: The city hereby makes the following findings of fact with regard to establishing a waterways design review subdistrict:
 - 1. Flooding is aggravated by the collection of debris upstream of the many channel obstructions located in the floodplain areas. Such obstructions include bridges, fences, houses, trees, etc. The accumulation of debris has resulted in significantly higher water surface elevations upstream from the obstructions than would otherwise be expected. Obstructions can and tend to cause flooding to extend beyond anticipated FEMA 100-year flood boundaries at points of debris accumulation which cannot be predicted.
 - 2. All structures located roughly within the limits of the 500-year floodplain are subject to inundation, if not direct impact by the channel itself, during floods of return frequencies of ten (10) to twenty (20) years. This is due to the tendency of the channel to change abruptly, often cutting a totally new channel in a few hours, during high water periods because the Big Wood River is wide, flat and has relatively shallow channel in many areas.

3. The levees built by the U.S. army corps of engineers are not considered by the corps to be adequately designed to be classified as permanent structures capable of withstanding a 100-year flood.
 4. Encroachments (i.e., houses, fill, etc.) on floodplains reduce the flood carrying capacity and increase flood heights, thus increasing flood hazards beyond the encroachment. With every new structure or other development since the FEMA 100-year boundary was determined, the ability of the floodplain to function as originally assumed changes.
 5. Historically, development adjacent to waterways has had a direct effect on methods chosen by owners to protect their property and often to the detriment of the natural stream by destroying or greatly altering fish and wildlife habitat and by unnaturally armoring the banks of the waterways to prevent erosion and, thus, future damage to manmade structures.
 - a. The purposes for which said subdistrict is established are as follows:
 - (1) To guide development adjacent to waterways toward the most appropriate building envelope for its particular site;
 - (2) To minimize the impact of development adjacent to waterways on adjacent properties upstream, downstream and across waterways;
 - (3) To review development plans for property adjacent to waterways to minimize the obstruction of the conveyance of floodwaters;
 - (4) To provide for the maintenance and/or enhancement of the riparian environment including wildlife habitat along waterways;
 - (5) To carry out the provisions of the comprehensive plan as well as health, safety and welfare with regard to properties adjacent to waterways;
 - (6) To warn that city review and approval is not going to prevent flooding and that it may occur;
 - (7) To advise of flood hazards and studies and options available;
 - (8) To review drainage/obstructions to flood carrying capacity and to advise on methods that may be used to moderate impact of the development; and
 - (9) To review landscaping and access for flood carrying capacity and preservation or enhancement of riparian vegetation.
 - b. The waterways design review subdistrict is hereby established and shall be defined as including all those parcels of property within the city limits lying adjacent to or within twenty five feet (25') of the mean high water mark of the Big Wood River, Trail Creek and Warm Springs Creek and any and all channels, having year round or intermittent flow, thereof.
 - c. Development, as defined in section [17.08](#) of this title, and construction or placement of buildings or structures, including additions to any such structures or buildings existing at the effective date hereof, upon real property within the waterways design review subdistrict shall be subject to design review and shall require said approval under section [17.88.050](#) of this article, prior to issuance of a building permit, excavation/grading permit or commencement of any work associated with any such activity.
 - d. Applications for design review shall be made and processed according to the regulations contained in [chapter 17.96](#) of this title and according to section [17.88.050](#) of this article.
- C. Uses Permitted: Due to the potential hazard to individuals as well as public health, safety and welfare, uses allowed in the floodplain management overlay zoning district are those which are permitted, conditional, and accessory as contained in the underlying zoning district; due to the

sensitive ecology of the river system and riparian area and the detrimental impacts that uncontrolled use of pesticides and herbicides can create to both the river system and human health; however, due to the extremely hazardous nature of the floodway due to velocity of floodwaters carrying debris, potential projectiles and erosion potential, the following provisions apply, in addition to all others, to the floodway subdistrict:

1. Encroachments including fill, new construction, substantial improvements and other development are prohibited unless certification by a registered professional hydraulic engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge; and uses within the floodway shall be restricted to those which are required by public necessity (for example, bridges, water pumps), recreational use (for example, paths), wildlife habitat improvements (for example, vegetation, nesting structures, pool/riffle improvements), and gravel extraction; provided, that the use/encroachment meets the approval of the federal emergency management agency and national flood insurance program and does not jeopardize the city's participation in the national flood insurance program.
 2. If subsection D1 of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of section [17.88.060](#), "Provisions For Flood Hazard Reduction", of this article.
 3. No use of restricted use chemicals or soil sterilants will be allowed within one hundred feet (100') of the mean high water mark on any property within the city limits at any time.
 4. No use of pesticides, herbicides, or fertilizers will be allowed within twenty five feet (25') of the mean high water mark on any property within the city limits unless approved by the city arborist.
 5. All applications of herbicides and/or pesticides within one hundred feet (100') of the mean high water mark, but not within twenty five feet (25') of the mean high water mark, must be done by a licensed applicator and applied at the minimum application rates.
 6. Application times for herbicides and/or pesticides will be limited to two (2) times a year; once in the spring and once in the fall unless otherwise approved by the city arborist.
 7. The application of dormant oil sprays and insecticidal soap within the riparian zone may be used throughout the growing season as needed.
- D. General Notice Requirements: In order to provide reasonable notice to the public of the flood hazard potential within all areas of the floodplain management overlay zoning district, the following notice regulations and requirements are hereby adopted for all real property and structures located within said district:
1. All subdivision plats shall identify and designate the 100-year floodplain boundary and the floodway boundary including a certification by a registered surveyor that the boundaries were established consistent with the FIRM map for the city or Blaine County, whichever applies. All subdivision plats shall contain a note or notes that warn prospective buyers of property that sheet flooding can and will occur and that flooding may extend beyond the floodway and floodplain boundary lines identified.
 2. All subdivision plats shall contain note(s) that refer to the required twenty five foot (25') setback from all waterways called the riparian zone in which no structure is permitted, and require that riparian vegetation shall be maintained in its natural state for the protection and stabilization of the river bank, and that removal of trees or other vegetation will be considered as part of the function of design review as set forth in section [17.88.050](#) of this article and [chapter 17.96](#) of this title.

3. Prior to issuance of any building permit, the elevation certificate shall be completed by a registered professional engineer, architect or surveyor and submitted to the Ketchum building inspector. The elevation certificate form shall be made available from the city. The certificate shall again be completed by the owner and/or his/her agents prior to issuance of a certificate of occupancy or a final inspection by the building inspector to evidence the as built elevation of the lowest floor including basement.
 4. Each and every real estate agent, sales person and broker, and each and every private party who offers for sale a parcel of real property and/or structure within said district shall provide the prospective purchaser with notice that said real property and/or structure is located within said district.
 5. Prior to issuance of any floodplain development permit, the property owner or his or her authorized agent shall acknowledge by executed written affidavit that said property is located within the 100-year floodplain as defined herein and that a violation of the terms of this article shall cause the city to seek legal remedies.
- E. Compliance: No structure or land shall hereinafter be constructed, located, extended, converted, or altered without full compliance with the terms of this article and other applicable regulations. Should the regulations specified in any other ordinance of Ketchum be less restrictive, the regulations of this section shall apply.
- F. Abrogation And Greater Restrictions: This section is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this section and another ordinance or section herein, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- G. Interpretation: In the interpretation and application of this section, all provisions shall be:
1. Considered as minimum requirements;
 2. Liberally construed in favor of the governing body; and
 3. Deemed neither to limit nor repeal any other powers granted under state statutes.
- H. Warning And Disclaimer Of Liability: The degree of flood protection required by this section is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This section does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. This section shall not be deemed or construed to create liability on the part of the city, any officer or employee thereof, or the federal insurance administration for any flood damages that result from reliance on this section or any administrative decision lawfully made hereunder

17.88.050: ADMINISTRATION:

- A. Establishment Of Floodplain Development Permit: A floodplain development permit shall be obtained prior to issuance of a building or excavation/grading permit for any and all "development" as defined in chapter 17.08 of this title, and construction, including "stream alteration", also defined in chapter 17.08, within the floodplain management overlay district established in subsection [17.88.040A](#) of this article.

- B. Establishment Of Waterways Design Review: Approval of waterways design review shall be obtained prior to issuance of a building or excavation/grading permit and prior to commencement of construction for any and all "development" defined in chapter 17.08 of this title (including maintenance of vegetation within the riparian setback), within the waterways design review subdistrict as defined in subsection [17.88.040B](#) of this article.
- C. Applications: Applications shall be made on forms furnished by the city and may be made simultaneous with application for a building permit or application for design review, where applicable. The application shall contain the following information and any additional information which may be reasonably required by the Administrator or Commission:
1. Engineer, owner of property, applicant if different than owner, address, phone, etc.
 2. Fees as set by resolution of council.
 3. Vicinity map.
 4. Site plan(s), drawn to scale, showing:
 - a. Nature, location, dimensions and elevations of lot, including one foot (1') contours.
 - b. Location of existing and proposed structures, fill, storage of materials, and drainage facilities.
 - c. Location of existing channels and ditches and other significant natural features, boundaries of floodway and floodplain, including IRF, elevation, and other site specific information from the studies referred to in subsection [17.88.040A3](#) of this article.
 - d. Location and elevations of adjacent streets, water supply and sewer lines, including private wells and/or septic systems.
 - e. Elevation of the lowest floor (including basement) of all structures existing and proposed including elevation to which any structure has been flood proofed.
 - f. Existing vegetation and proposed landscape plan, including identification of sizes and types of trees and other plants to be saved, removed, and/or planted.
 - g. Identification of the riparian zone and the "mean high water mark", as defined in section [17.88.030](#) of this article.
 - h. Location of previous stream alterations upstream, downstream and along both banks from subject lot.
 - i. Location of drainageways intermittent and year round including potential overflow channels or channel movement.
 - j. Proposed excavation or land fill including resulting slope grades for the building pad(s), driveways, and any other element of the proposed development where excavation or fill will take place.
 - k. Drainage plan including off site improvements such as borrow ditches and culverts and including a plan for on and off site improvements to provide for unobstructed conveyance of floodwaters.
 5. Description of proposed development.
 6. Specifications for building construction and materials, floodproofing, filling, grading, dredging, channel improvement/changes and utilities.
 7. Elevation and/or floodproofing certification prepared by a professional engineer for existing and proposed residential and nonresidential structures. Said floodproofing methods shall meet the criteria in subsection [17.88.060B](#) of this article.
 8. Copies of applications sent to the army corps of engineers and Idaho department of water resources (stream alteration only).
 9. Cross section of proposed work (stream alteration only).

10. Length of stream to be worked, type of work to be done, type of equipment to be used and starting and completion dates of work (stream alteration only).
 11. A valley cross section showing stream channel, floodway limits, elevations of adjacent land areas, IRF, proposed development, and high water information and a profile showing the slope of the bottom of the channel or flow line of the stream may be required upon review of all other material submitted (stream alteration only).
- D. Duties And Responsibilities: The Administrator is hereby appointed to administer and implement this article in accordance with its provisions. The Commission shall consider and approve, approve with conditions, or deny applications for floodplain development permits as required herein, for waterways design review as required herein and for stream alterations at a duly noticed meeting. The Administrator shall provide written notice of said application to owners of property immediately adjacent to the subject property. Said notice shall inform adjacent property owners they may comment on the application during a period of not less than ten (10) days after mailing of the notice and prior to final action on said application. Specific duties and responsibilities shall include, but are not limited to:
1. Permit Review:
 - a. Review of all applications for proposed construction within the city to determine whether such construction is proposed, in whole or in part, within the floodplain management overlay district and/or the waterways design review district herein.
 - b. Review all building permit, floodplain development permit and design review applications to determine that the permit requirements of this section have been satisfied.
 - c. Review all floodplain development permit applications to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.
 - d. Review all floodplain development permit applications to determine if the proposed development adversely affects the velocity of flow and the flood carrying capacity of the area of special flood hazard. For the purposes of this section, "adversely affects" means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot (1') at any point.
 - e. Contact for review and comment when found necessary other agencies such as Idaho fish and game, Idaho department of water resources, soil conservation service, EPA and corps of engineers.
 2. Use Of Other Base Flood Data: When base flood elevation data has not been provided in accordance with subsection [17.88.040A3](#), "Basis For Establishing The Areas Of Special Flood Hazard", of this article, the Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source in order to administer subsections [17.88.060B1](#), "Residential Construction", B2, "Nonresidential Construction", and C, "Floodways", of this article.
 3. Information To Be Obtained And Maintained:
 - a. Where base flood elevation data is provided through the flood insurance study or required as in subsection D2 of this section, obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
 - b. For all new or substantially improved floodproofed structures:

- (1) Verify and record the actual elevation (in relation to mean sea level); and
 - (2) Maintain the floodproofing certifications required in subsection C7 of this section.
 - c. Maintain for public inspection all records pertaining to the provisions of this section.
 - d. Maintain records on all permits and appeals and report all variances to federal insurance administration.
 4. Alteration Of Watercourses:
 - a. Notify adjacent communities and all state agencies with jurisdiction over the special flood hazard areas identified in subsection [17.88.040A](#) of this article and/or with jurisdiction over the corresponding watercourse, river, stream or tributaries prior to any alteration or riprapping, or relocation of a watercourse, and submit evidence of such notification to the federal insurance administration.
 - b. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.
 5. Interpretation Of FIRM Boundaries: Make interpretations where needed as to the exact location of the boundaries of the areas of special hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in subsection G of this section.
- E. Criteria For Evaluation Of Applications: The criteria of floodplain development permit applications, waterways design review applications, and stream alteration permit applications shall be as follows:
1. Preservation or restoration of the inherent natural characteristics of the river and creeks and floodplain areas. Development does not alter river channel.
 2. Preservation of riparian vegetation and wildlife habitat, if any, along the stream bank and within the required minimum twenty five foot (25') setback or riparian zone. No construction activities, encroachment or other disturbance into the twenty five foot (25') riparian zone, except for restoration, shall be allowed at any time.
 3. No development, other than development by the city of Ketchum or development required for emergency access, shall occur within the twenty five foot (25') riparian zone with the exception of approved stream stabilization work. The Commission may approve access to property where no other primary access is available. Private pathways and staircases shall not lead into or through the riparian zone unless deemed necessary by the Commission.
 4. A landscape plan and time frame shall be provided to restore any vegetation within the twenty five foot (25') riparian zone that is degraded, not natural or which does not promote bank stability.
 5. New or replacement planting and vegetation shall include plantings that are low growing and have dense root systems for the purpose of stabilizing stream banks and repairing damage previously done to riparian vegetation. Examples of such plantings include: red osier dogwood, common chokecherry, serviceberry, elderberry, river birch, skunk bush sumac, Beb's willow, Drummond's willow, little wild rose, gooseberry, and honeysuckle.
 6. Landscaping and driveway plans to accommodate the function of the floodplain to allow for sheet flooding. Floodwater carrying capacity is not diminished by the proposal. Surface drainage is controlled and shall not adversely impact adjacent properties including driveways drained away from paved roadways. Culvert(s) under driveways may be required. Landscaping berms shall be designed to not dam or otherwise obstruct floodwaters or divert same onto roads or other public pathways.

7. Impacts of the development on aquatic life, recreation, or water quality upstream, downstream or across the stream are not adverse.
8. Building setback in excess of the minimum required along waterways is encouraged. An additional ten foot (10') building setback is encouraged to provide for yards, decks and patios outside the twenty five foot (25') riparian zone.
9. The bottom of the lowest floor in the floodplain shall be a minimum of one foot (1') above the IRF.
10. The backfill used around the foundation in the floodplain shall provide a reasonable transition to existing grade but shall not be used to fill the parcel to any greater extent. Compensatory storage shall be required for any fill placed within the floodplain.
11. Driveways shall comply with effective street standards; access for emergency vehicles has been adequately provided for.
12. Landscaping or revegetation shall conceal cuts and fills required for driveways and other elements of the development.
13. (Stream Alteration.) The proposal is shown to be a permanent solution and creates a stable situation.
14. (Stream Alteration.) No increase to the 100-year floodplain upstream or downstream has been certified by a registered Idaho engineer.
15. (Stream Alteration.) The recreational use of the stream including access along any and all public pedestrian/fisher's easements and the aesthetic beauty shall not be obstructed or interfered with by the proposed work.
16. Wetlands shall not be diminished.
17. (Stream Alteration.) Fish habitat shall be maintained or improved as a result of the work proposed.
18. (Stream Alteration.) The proposed work shall not be in conflict with the local public interest, including, but not limited to, property values, fish and wildlife habitat, aquatic life, recreation and access to public lands and waters, aesthetic beauty of the stream and water quality.
19. (Stream Alteration.) The work proposed is for the protection of the public health, safety and/or welfare such as public schools, sewage treatment plant, water and sewer distribution lines and bridges providing particularly limited or sole access to areas of habitation.

F. Conditions: Conditions of approval may include, but not be limited to:

1. Riparian vegetation and other landscaping is maintained in perpetuity as shown on approved plans.
2. As built certification shall be required to be submitted prior to occupancy of structure or upon completion of the proposed work (stream alteration).
3. Other permits (i.e., Idaho department of water resources and corps of engineers) shall be obtained by the applicant prior to commencement of construction.
4. Restoration of damaged riparian vegetation within riparian zone shall be required prior to completion of the proposed project. A bond to assure such restoration may be required prior to commencement of such work.

G. Variance Procedure:

1. General:
 - a. Generally, variances may be issued for a new construction and substantial improvements to be erected on a lot of one-half ($\frac{1}{2}$) acre or less in size contiguous

to and surrounded by lots with existing structures constructed below the base flood level, provided subsection G2 of this section has been fully considered. As the lot size increases beyond the one-half ($1/2$) acre, the technical justification required for issuing the variance increases.

- b. Upon consideration of the factors of subsection G2 of this section and the purposes of this article, the Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article.
2. Considerations: In passing upon such applications, the Commission shall consider the Administrator's recommendations, all technical evaluations, and all relevant factors and standards specified in other sections herein and:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. Whether the structure is designed, constructed and placed upon the lot to minimize flood damage exposure and minimize the effect upon the danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity to the facility of a waterfront location, where applicable;
 - f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. The compatibility of the proposed use with existing and anticipated development;
 - h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities such as sewer, gas, electrical, and water systems, and streets and bridges; and
 - l. Variances shall only be issued in accordance with the guidelines found at section 60.6, federal regulations (title 44 CFR), as set forth therein on the effective date hereof.
 3. Conditions For Variance:
 - a. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.
 - b. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
 - c. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - d. A variance shall only be issued upon:
 - (1) A showing of good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public

expenses, create nuisances, cause fraud on or victimization of the public as identified in subsection G2 of this section, or conflict with existing local laws or ordinances.

- e. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest flood elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
 - f. Variances as interpreted in the national flood insurance program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.
 - g. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria, except subsection G3a of this section, and otherwise complies with subsections [17.88.060A1](#) and A2 of this chapter.
 - h. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.
4. Appeals. See chapter 17.144 for appeals process.

17.88.060: PROVISIONS FOR FLOOD HAZARD REDUCTION:

- A. General Standards. In all areas of special flood hazard, the following standards are required:
- 1. Anchoring:
 - a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
 - b. All manufactured homes must likewise be anchored to prevent flotation, collapse or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over the top or frame ties to ground anchors (reference FEMA's "Manufactured Home Installation In Flood Hazard Areas" guidebook for additional techniques).
 - 2. Construction Materials and Methods:
 - a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 - b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
 - c. Electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 - 3. Utilities:
 - a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
 - b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and

- c. On site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
 4. Subdivision Proposals:
 - a. All subdivision proposals shall be consistent with the need to minimize flood damage;
 - b. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
 - c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and
 - d. Require that flood elevation data be provided or generated for all subdivision and PUD proposals and other proposed developments. USGS datum shall be used and identified on the plat and a permanent bench mark shall be identified and shown on the plat.
 5. Review Of Building Permits: Where elevation data is not available either through the flood insurance study or from another authoritative source (subsection [17.88.050D2](#) of this article), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet (2') above grade in these zones may result in higher insurance rates.
- B. Specific Standards. In all areas of special flood hazard where base flood elevation data has been provided as set forth in subsection [17.88.040A3](#), "Basis For Establishing The Areas Of Special Flood Hazard", or [17.88.050D2](#), "Use Of Other Base Flood Data", of this article, the following provisions are required:
 1. Residential Construction:
 - a. New construction and substantial improvement of any residential structure shall have the bottom of the floor structure of the lowest floor, including basement, elevated a minimum of one foot (1') above the base flood elevation.
 - b. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
 - (1) A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - (2) The bottom of all openings shall be no higher than one foot (1') above grade.
 - (3) Openings may be equipped with screens, louvers, or other coverings or devices; provided that they permit the automatic entry and exit of floodwaters.
 2. Nonresidential Construction. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the bottom of the floor structure of the lowest floor including basement elevated to the base flood elevation or, together with attendant utility and sanitary facilities, shall:
 - a. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;

- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
 - c. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this article based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in subsection [17.88.050D3b](#) of this article;
 - d. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection B1b of this section; and
 - e. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot (1') below the floodproofed level (e.g., a building constructed to the base flood level will be rated as 1 foot below that level).
 3. **Manufactured Homes.** All manufactured homes to be placed or substantially improved within zones A1-30, AH, and AE shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of subsection A1b of this section.
- C. **Floodways.** Located within areas of special flood hazard established in subsection [17.88.040A](#) of this article are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:
 1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
 2. If subsection C1 of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this section.
 3. Be certified by a registered professional engineer, except in an existing mobile home park or existing mobile home subdivision.

17.88.070: ENFORCEMENT AND PENALTIES:

- A. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this article and other applicable regulations. The provisions of this article shall be enforced by one or more of the following methods:
 1. Requirements of special construction permit;
 2. Requirements of building permit;
 3. Inspection and ordering removal of violations;
 4. Criminal liability;
 5. Injunction; and
 6. Civil enforcement.
- B. Enforcement shall further be administered according to [chapter 17.156](#) of this title.

Article II. Emergency Stream Bank Stabilization

17.88.080: TITLE:

This article shall be known and may be cited as the *CITY EMERGENCY STREAM BANK STABILIZATION ORDINANCE*.

17.88.090: GUIDELINES:

Guidelines for determining if an emergency for purposes of this article is imminent are as follows:

- A. The water equivalent measurements at Galena, Galena Summit, Dollar Hide and Lost Wood Divide as recorded by the soil conservation service in Hailey, Idaho;
- B. The forecast temperatures available from the national weather service;
- C. The flow of the Big Wood River as measured at the Hailey gauging station and recorded by the USGS in Boise, Idaho; and
- D. Failure to submit an application under section [17.88.110](#) of this article far enough in advance of the desired start date for bank stabilization work shall not be considered an emergency.

17.88.100: PROCEDURE:

To obtain an emergency bank stabilization permit, an applicant must submit an application described in section [17.88.110](#) of this article and receive written approval to perform the bank stabilization work from at least two (2) Commissioners and the Administrator. The Commissioners and/or the Administrator may consult a qualified engineer or professional regarding the proposed emergency bank stabilization work. A site inspection must be performed by the Administrator and at least two (2) Commissioners before approval can be granted. Under no circumstances shall bank stabilization work commence without the approvals required herein. An application form must be submitted describing proposed bank stabilization work.

17.88.110: APPLICATION FOR EMERGENCY STREAM BANK STABILIZATION:

The applicant shall first complete and submit an emergency bank stabilization application provided by the city which shall include, but not be limited to, the following information:

- A. Description of the emergency impact to public health, safety or welfare;
- B. Name of proposed contractor or executor of work;
- C. Description of proposed work;
- D. Nonrefundable application fee in the amount of one hundred fifty dollars (\$150.00); and

- E. A waiver from the Idaho department of water resources as specified under Idaho Code section 42-3808, and the stream channel alteration rules of the Idaho water resource board.

17.88.120: ACTION UPON SUBMITTAL OF STREAM BANK STABILIZATION APPLICATION:

Upon submittal of the application, the applicant shall contact the Administrator to arrange for a site inspection.

17.88.130: SITE INSPECTION:

Upon receipt and review of a completed application, a site inspection shall be performed by the Administrator and at least two (2) Commissioners. Written findings of fact and conclusions of law granting or denying the application will be prepared for city records and the applicant upon the conclusion of the site inspection and within five (5) working days from the date of the decision.

17.88.150: BASIS FOR DENIAL OF AN EMERGENCY STREAM BANKSTABILIZATION PERMIT:

No permit shall be granted if the Commission members determine that the proposed emergency stream bank stabilization work is contrary to the public health, safety or welfare or that it is contrary to adopted city policies regarding riparian areas and river systems. (

17.88.150: CONDITIONS OF EMERGENCY STREAM BANK STABILIZATION APPROVAL:

Conditions which may be required for the granting of a permit include, but are not limited to, the following:

- A. The Commission may require the applicant to post financial security, and enter into an agreement with the city, to mitigate possible impacts of the proposed bank stabilization work.
- B. The proposed work for the emergency stream bank stabilization work shall be conducted so as to minimize the impact on riparian vegetation and soil stability.
- C. If an emergency stream bank stabilization permit is granted, the applicant shall apply for a waterways design review/stream alteration permit under [article I of this chapter](#) within six (6) months from the date of the issuance of the emergency stream bank stabilization permit.
- D. If a waterways design review/stream alteration permit under [article I of this chapter](#) and all other applicable state and federal agency permits are granted, the applicant shall then complete restoration of the affected property to city and state standards by either March 31 of the year following the issuance of the emergency stream bank stabilization permit or by another date specified by the Commissioners or other governmental agency.
- E. Copies of the approved emergency stream bank stabilization permit shall be posted on site throughout the duration of the stabilization work.

17.88.160: ENFORCEMENT:

- A. It is unlawful for any person, firm or corporation to:
 - 1. Fail to obtain a permit before commencing stream bank stabilization work.
 - 2. Perform stream bank stabilization work beyond that expressly allowed by the permit.
 - 3. Provide false documentation in connection with the work performed during stream bank stabilization.

- B. Any person, firm, or corporation violating any provision of this article shall, for each offense, be subject to the enforcement procedures established in [chapter 17.156](#) of this title.

CHAPTER 17.92
AVALANCHE ZONE DISTRICT (A)

17.92.010: A AVALANCHE ZONE DISTRICT:

The A avalanche zone district is established to identify those areas where, after due investigation and study, the city council finds that avalanche potential exists. Avalanches are caused by steepness of slope, exposure, snowpack composition, wind, temperature, rate of snowfall and other little understood interacting factors. Due to the potential avalanche hazard, special regulations should be imposed within such district.

- A. Purposes: An avalanche zone district is established as a zoning overlay district for the following purposes:
1. To identify those areas within the city where, after due investigation and study, avalanche potential is found to exist.
 2. To give notice to the public of those areas within the city where such avalanche potential has been found to exist.
 3. To give notice to and provide the public with the opportunity to review pertinent avalanche studies and reports together with any future studies made. Copies of said studies are available for public inspection at the office of the Ketchum city clerk. It is recommended that said studies be examined prior to purchase, development, construction or use of land located within the avalanche zone.
 4. To minimize health and safety hazards, disruption of commerce and extraordinary public expenditures.
 5. To promote the general public health, safety and welfare.
 6. To allow for construction of single-family residences by persons informed of potential avalanche danger with regard to a specific parcel of real property, while providing regulations to protect lessees, renters and subtenants of property within such zone.
- B. Avalanche Zone District Boundaries:
1. The avalanche zone district boundaries shall be an overlay district and designate those areas within the city found subject to potential avalanche danger. The avalanche zone shall consist of two (2) subzone designation areas as follows:
 - a. High avalanche zone.
 - b. Moderate avalanche zone.
 2. The avalanche zone shall include all of those areas within the city so designated by the amendment to the Ketchum zoning map adopted in this chapter. Designation as avalanche zone, high avalanche or moderate avalanche zone shall replace any existing avalanche zoning designation.
- C. Uses Permitted: The avalanche zoning district shall be an overlay district and shall apply the additional requirements of the avalanche zoning district to the uses otherwise permitted in the district. All uses allowed in the district with which the avalanche zone district combines shall be subject to the additional restrictions of the avalanche zoning district. If any of the regulations specified in this section differ from corresponding regulations specified for a district with which the avalanche zone district is combined, the regulations contained in this section shall apply and govern.

D. Use Restrictions: The following restrictions are imposed upon construction, development and use of all real property located within the avalanche zone:

1. All utilities installed after the effective date hereof for development of a subdivision or providing utility services to a building or replacing existing utility services to a building or subdivision shall be installed underground in order to minimize possible avalanche damage to such utilities and injury to persons and property.
2. Avalanche protective, deflective and preventative structures, devices or earthwork which threaten to deflect avalanches toward property of others or otherwise threaten to increase the danger to persons or property are prohibited. The construction of such structures, devices or earthwork shall be permitted only as a conditional use. Prior to granting of a conditional use permit, the applicant shall submit to the city plans signed by an engineer licensed in the state, certifying that the proposed construction will withstand the avalanche forces set forth in the avalanche studies on file with the city and that the proposed construction will not deflect avalanches toward the property of others. Other information and engineering studies may be requested in consideration of an application for a conditional use permit. As a further condition of any conditional use permit, appropriate landscaping may be required where such structures, devices or earthwork alter the natural slope or beauty of the land. This shall not apply to reforestation. Alteration or removal of any existing natural barriers is prohibited.
3. Prior to issuance of a building permit for any structure within the avalanche zone, the applicant shall submit to the Ketchum building inspector plans, signed by an engineer licensed in the state of Idaho, certifying that the proposed construction as designed will withstand the avalanche forces as set forth in the avalanche studies on file with the city, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in the field of avalanche occurrence, force and behavior. Warning: The avalanche forces set forth in such studies are to be considered minimum standards only, and the city does not represent, guarantee or warrant the ultimate safety of any construction, use or occupancy of structures constructed to those standards. Avalanches may occur with forces greater than those set forth in such studies, and areas of the city not designated as avalanche zone may be subject to potential avalanche danger.
4. Any structure which has been constructed within the avalanche zone and without engineering study shall not be leased, rented or sublet from November 15 through April 15 of each year. Any residence being leased or rented on the effective date hereof shall be deemed a zoning violation and shall be governed by [chapter 17.156](#) of this title.
5. There shall be no further subdivision of any real property, including lot splits, which would result in the creation of a lot or building site, in whole or part, within the avalanche zone. A variance to this provision may be granted if a lot can be created in which the building site conforms to all other provisions of this title and is located entirely outside of the avalanche zone.

E. General Notice Requirements: In order to provide reasonable notice to the public of the avalanche potential within all areas designated avalanche zone, the following notice regulations and requirements are adopted for all real property and structures located within such zone:

1. All subdivision plats shall identify and designate each lot and block, or portions thereof, located within the avalanche zone, together with applicable subzone designation, by a stamp or writing in a manner providing reasonable notice to interested parties.
2. All plans submitted with a building permit application for property within said avalanche zone shall be stamped "avalanche zone", together with the applicable subzone designation.
3. Prior to the issuance of any building permit for construction or improvements within the avalanche zone, the applicant shall submit to the building inspector a written acknowledgment on a form provided by the city, signed by the applicant under seal of a notary public, of the applicant's actual knowledge that the proposed building or improvement will be located within the avalanche zone. The applicant will also acknowledge that he or she has actual knowledge of the studies conducted to date regarding the avalanche zone that are on file with the planning department.
4. The city shall file with the office of the Blaine County recorder such document(s) as necessary to provide record notice of each existing lot and/or parcel of real property within the avalanche zone; and such document(s) as necessary to provide record notice that each owner who rents or leases any structure located in whole or part within the avalanche zone shall provide the tenant, lessee or subtenant with written notice that said property is located within the avalanche zone prior to any occupancy.
5. The city shall post signs in the public right of way to reasonably identify the boundaries of the avalanche zone.
6. All persons who rent, lease or sublet any structure or premises within the avalanche zone shall provide the tenant, lessee or subtenant with written notice that said property is located within such avalanche zone prior to occupancy.
7. Each and every real estate agent, sales person and broker, and each and every private party who offers for sale or shows a parcel of real property and/or structure for sale, lease or rent within said avalanche zone shall, upon first inquiry, provide the prospective purchaser, lessee or tenant, prior to viewing said real property, with written notice that said real property and/or structure is located within said avalanche zone. Furthermore, such written notice shall state that the studies referred to in subsection H of this section are available for public inspection at the office of the Ketchum city clerk and that said studies should be reviewed prior to any party entering any agreement, contract or lease.
8. All brochures and other printed materials advertising and/or soliciting reservations for sale, rental or lease of living units within the avalanche zone shall contain a provision designating that said unit or units are located within the avalanche zone.

F. Suspension Of City Services: During periods of avalanche danger, city services may be suspended or otherwise not be provided to property within the avalanche zone; nor shall the city accept responsibility for or guarantee that such services, rescue efforts or emergency services will be provided during periods of avalanche danger.

G. Warning And Disclaimer Of Safety And Liability:

1. Avalanches occur naturally, suddenly and unpredictably based upon steepness of slope and runout area, exposure, snowpack composition, wind, temperature, rate of snowfall and other little understood interacting factors. The avalanche zone designated in this title is considered reasonable for regulatory purposes and is based upon and limited by the engineering and scientific methods of study. This title does not represent or imply that areas outside the avalanche zone district are free from avalanches or avalanche danger.

2. The fact that the city has not prohibited development, construction or use of real property within the avalanche zone district does not constitute a representation, guarantee or warranty of any kind as to the safety of any construction, use or occupancy. The granting of any permit or approval for any structure or use, or the declaration or failure to declare the existence of an avalanche hazard shall not constitute a representation, guarantee or warranty of any kind or nature by the city, or any official or employee, of the practicality or safety of any construction, use or occupancy, and shall create no liability upon or cause of action against such public body, or its officials or employees, for any injury, loss or damage that may result.
3. Avalanches occur naturally, suddenly and unpredictably, and persons who develop or occupy real property within said avalanche zone do so at their own risk.

H. Notice Of Avalanche Studies:

1. The city has received avalanche studies of areas within the city and copies of said studies are available for public inspection at the office of the Ketchum city clerk, city hall. Persons interested in building, using or occupying real property within the avalanche zone are encouraged and should examine the studies. However, the city does not represent or warrant the completeness or accuracy of those studies.
- I. Amendment To Zoning Map: The official zoning map of the city is amended to include the avalanche zone with subcategory designation of high avalanche zone and moderate avalanche zone as part of the avalanche zone district. The boundaries of said avalanche zone are adopted as set forth on said amended official zoning map made a part of this title.

CHAPTER 17.96 DESIGN REVIEW

17.96.010: AUTHORITY:

For the purpose of enhancing the appearance of the community, particularly in areas of existing or potential scenic or historical value, in areas of architectural merit, or of interest to tourists and for the purpose of assisting property owners to maintain the appearance or architectural tone of their neighborhoods, the governing body may, from time to time, require Design Review of projects within any zone.

17.96.020: ESTABLISHMENT OF A DESIGN REVIEW:

Design Review shall be established in accordance with the provisions of this chapter.

17.96.030: FINDINGS AND PURPOSES:

The mayor and city council of Ketchum, Idaho, hereby find as follows:

- A. That the economic base of the city of Ketchum is tourism and related services, and that maintaining and enhancing the appearance, character, beauty and function of said city is necessary to protect and promote said economic base and the general welfare of the community.
- B. That it is necessary in order to protect the general health, welfare and safety of the community, future inhabitants of proposed projects, and adjacent property owners to establish a process and to adopt regulations with regard thereto in order to achieve the following purposes:
 1. To ensure that the general appearance of building design and construction shall be orderly and harmonious with the appearance and character of this neighborhood and the city;
 2. To ensure appropriate and adequate landscaping;
 3. To protect the beauty of the community;
 4. To protect the historic and cultural character of the community;
 5. To minimize the impact of the vehicular traffic on adjacent streets and to prevent traffic congestion;
 6. To provide for proper ingress and egress with safe, adequate and efficient pedestrian and vehicular traffic systems;
 7. To coordinate on site vehicular and nonvehicular traffic circulation patterns with adjacent transportation systems;
 8. To ensure efficient arrangement of on-site parking with regard to building location, adequate access points, utilities and public services, and uses of adjacent lands;
 9. To provide for and protect existing light, air, solar access and orientation, privacy, views and vistas by proper and efficient location of building sites and design layout;
 10. To protect and preserve wildlife, streams, natural topography and other desirable natural features and qualities such as, but not limited to, skyline ridge tops, knoll ridges, established tree and shrub masses, mature trees, topsoil, stream beds and banks and drainage swales;
 11. To prevent unnecessary excavation or fill for building foundations, access roads, driveways and similar improvements;
 12. To provide adequate usable open space in a manner which is appropriate for the development and uses of adjacent lands;

13. To protect and conserve the economic base of the community including property values;
14. To encourage and promote the energy conservation and alternative energy sources as well as other advanced building technology; and
15. To prevent soil erosion and flood damage.

17.96.040: ESTABLISHMENT OF DESIGN REVIEW FOR CERTAIN ZONING DISTRICTS:

Design Review is hereby established for all of the areas within the city zoned general residential _ high density (GR-H); general residential _ low density (GR-L); tourist zoning district; community core zoning district; and light industrial _ 1, light industrial _ 2, and light industrial _ 3 zoning districts; and agriculture and forestry zoning districts; recreation use zoning district; short term occupancy _ .4 acre zoning district; short term occupancy _ 1 acre zoning district; short term occupancy _ high density zoning district; tourist _ 3000 zoning district; tourist _ 4000 zoning district; limited residential (LR) zoning district; limited residential _ one acre (LR-1) zoning district; and limited residential _ two acre (LR-2) zoning district.

17.96.050: CONSTRUCTION REQUIRING DESIGN REVIEW APPROVAL:

The Commission and Administrator are hereby empowered and shall review proposals for construction, alteration or placement of buildings or structures upon real property as outlined in subsection [17.96.090A](#) of this chapter and master signage plans as required by subsections [17.127.030B](#) and C of this title. No application for the planning and building permit for such construction shall be accepted by the Ketchum building department unless said project has made application for and received design review approval or administrative exemption in accordance with this title. Single-family residential construction shall be exempt from the provisions of this title, except for the construction of more than one single-family (one-family) dwelling on a lot, and shall not be subject to the review process set forth herein except as otherwise provided for in the floodplain management and mountain overlay design review districts. The mayor and council hereby find this exception is appropriate for the following reasons: first, single-family residential construction is found to have a lesser impact upon adjacent streets and adjacent land uses compared to construction of higher density units; second, single-family residential use is generally found to provide sufficient design quality, including landscaping, parking and open space, to comply with the purposes of this title.

17.96.060: PROCEDURES FOR OBTAINING DESIGN REVIEW APPROVAL:

The Commission and Administrator are hereby empowered to review all proposals for construction requiring design review approval as outlined in subsection [17.96.090A](#) of this chapter. The Commission and Administrator shall review each proposed project and approve or deny the same according to the procedures, standards and criteria set forth in this chapter. A person desiring to obtain design review approval shall file, at least twenty (20) days prior to a regularly scheduled meeting of the Commission, with the Ketchum planning department a completed application form, together with all of the information and materials required by section [17.96.070](#) of this chapter. Complete applications will be scheduled for the next available Commission meeting based on the order received. At the Commission meeting, each application shall be presented to the Commission, together with the required materials and information. The applicant and all other interested persons shall have the opportunity to comment on the proposed project.

17.96.070: MATERIALS AND INFORMATION:

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

- A. Building corners for all proposed buildings and additions shall be staked on the site and all trees proposed to be removed shall be flagged at least one week prior to the Commission meeting. The applicant shall install story poles, or other approved method, at the maximum roof peaks of the proposed buildings as required by the Administrator.
- B. Any other additional materials shall be submitted as may be reasonably requested by the Commission or Administrator.
- C. For projects requiring preapplication design review, a model or computer simulation renderings, as described in subsection [17.96.080A4](#) of this chapter, shall be submitted at least one week prior to the design review meeting.
- D. The Administrator may waive some submittal requirements if he/she determines the information is not relevant to the design review.
- E. Design review fee shall be submitted as described in section [17.96.140](#) of this chapter.

17.96.080: CRITERIA AND STANDARDS:

The following list of design review criteria must be considered and addressed by each applicant seeking design review approval of construction. The Commission and/or Administrator will use this list of design criteria as a basis to determine whether a project is to be approved or denied. A majority vote of the Commission shall be necessary for approval or denial. The Commission and/or Administrator may suggest changes and/or place conditions of approval based upon these design criteria. Building bulk which is allowed by right in this title may be reduced by requirement of the Commission, only if found necessary to maintain the public safety and/or welfare. If a development project is to be built in phases, each phase shall be subject to the design standards and criteria described in this section.

- A. Preapplication Design Review:
 - 1. Preapplication review is required for all new commercial construction, major additions and new residential construction of four (4) or more units.
 - 2. The purpose of preapplication review is to allow the Commission to exchange ideas and give direction to the applicant on the "design concept", keeping in mind the intent of this chapter and the application of the evaluation standards.
 - 3. Preapplication review materials to be submitted shall include, but not be limited to, site plan, elevations, site sections, topography and photographs. The site plan shall indicate structures located on surrounding properties. The Commission may choose to conduct a second preapplication design review meeting if the materials submitted are inadequate or if the direction given to the applicant would result in significant changes to the proposal.

4. The Commission will require a model of the project or computer simulation renderings showing the proposal from one or more key vantage points, as determined at the preapplication design review meeting, for presentation at regular design review meetings in order to assist in the understanding of the project. Models and computer renderings must include surrounding properties in sufficient detail for the proposal to be viewed in context.
5. The Administrator may waive the requirement for preapplication review if the project is found to have no significant impact.

B. Evaluation Standards:

1. Site Design: The site's significant natural features such as hillsides, mature trees and landscaping shall be preserved. Cuts and fills shall be minimized and shall be concealed with landscaping, revegetation and/or natural stone material.
2. Compatibility:
 - a. The structure shall be compatible with the townscape and surrounding neighborhoods with respect to height, bulk, setbacks and relationship to the street;
 - b. The project's materials, colors and signing shall be compatible with the townscape, surrounding neighborhoods and adjoining structures;
 - c. Consideration shall be given to significant view corridors from surrounding properties; and
 - d. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.
3. Architectural Quality:
 - a. Consideration shall be given to natural light reaching public streets, sidewalks and open spaces;
 - b. The building character shall be clearly defined by use of sloped roofs, parapets, cornices or other architectural features;
 - c. There shall be continuity of materials, colors and signing within the project;
 - d. There shall be continuity among accessory structures, fences, walls and landscape features within the project;
 - e. Building walls which are exposed to the street shall be in scale with the pedestrian;
 - f. Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness;
 - g. Exterior lighting shall not have an adverse impact upon other properties and/or public streets;
 - h. Garbage storage areas and satellite receivers shall be screened from public view;
 - i. Utility, power and communication lines within the development site are concealed from public view where feasible;
 - j. Door swings shall not obstruct or conflict with pedestrian traffic;
 - k. Building design should include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties; and
 - l. Exterior siding materials shall be of natural wood or masonry origin or similar quality. Metal siding is discouraged in all zoning districts.
4. Circulation Design:
 - a. Pedestrian, equestrian and bicycle access which is adequate to satisfy demands relative to development size shall be provided. These accesses shall be located to connect with existing and anticipated easements and pathways;

- b. The building(s) is primarily accessed from the public sidewalk for the majority of the individual uses proposed. It is the intent to promote exterior circulation with numerous connections to the public sidewalk and exposure to the street. This includes utilizing arcades, courtyards and through block connections (commercial buildings only);
 - c. The required five foot (5') street side setback is primarily used as an extension and part of the public sidewalk in areas with high pedestrian volume (setback as per zoning). This setback is encouraged to be covered by awnings, arcades or other canopies for weather protection and may extend out over the public sidewalk (CC zone only);
 - d. 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;
 - e. Parking areas have functional aisle dimensions, backup space and turning radius;
 - f. Location of parking areas is designed for minimum adverse impact upon living areas within the proposed development and minimizes adverse impact upon adjacent properties with regard to noise, lights and visual impact;
 - g. Curb cuts are located away from major intersections and off high volume roadways where possible;
 - h. Adequate unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project; and
 - i. The project is designed so as to provide adequate snow storage areas or removal for snow cleared from the parking areas and roadways within the project (50 percent except in CC zone).
5. Landscape Quality:
- a. Substantial landscaping is to be provided, which is in scale with the development and which provides relief from and screening of hard surfaces. Total building surface area and street frontage will be considered when determining whether substantial landscape is being provided ("landscaping" shall be defined as trees, shrubs, planters, hanging plants, ground cover and other living vegetation);
 - b. 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. Consideration should be given to the use of native, drought resistant plant materials;
 - c. The preservation of existing significant trees, shrubs and important landscape features (mapped in accordance with subsection B1, "Site Design", of this section) shall be encouraged; and
 - d. 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.
6. Energy Design: Consideration shall be given to proper solar orientation within the project. Recognition shall be given to the solar benefits of adjoining properties. (A sun chart as a means of understanding the solar possibilities and limitations shall be encouraged.)
7. Public Amenities: Pedestrian amenities are encouraged for all projects and shall be required for commercial uses. Amenities may include, but are not limited to, benches and other seating, kiosks, telephone booths, bus shelters, trash receptacles, restrooms, fountains, art,

etc. The use of "Ketchum Streetscape Standards" shall be encouraged on all projects and may be required by the Commission on individual projects to meet the purposes of the design review district.

8. Green Building: Consideration shall be given to green building features within the project. Recognition shall be given to projects that achieve the United States green building council's LEED certification or earn the environmental protection agency's Energy Star label. Projects are encouraged to consider energy conservation, indoor air quality, water use, location, waste reduction, recycling, and use of sustainable construction materials.
9. Master Signage Plans Design Guidelines:
 - a. Exposed support structures for signs, including, but not limited to, posts, poles and sign sides or edges, must be faced or covered with wood, stone or metal which is corrosion resistant, painted or anodized, or such other material as may be approved by the city as a reasonable, natural textured substitute.
 - b. All freestanding signs shall have landscaping around the base of the support structure in order to provide a transition from the ground to the sign.
 - c. All materials should prevent reflective glare.
 - d. Simple and easy to read typefaces should be used on signs. Hard to read and overly intricate typefaces should be avoided.
 - e. Signs that have symbols, characters, or graphics are encouraged. The symbol, character, or graphic should relate to the products sold in the business or to the name of the business.
 - f. Signs that show depth and cast shadows are encouraged. Depth and shadows can be created by mounting individually cut letters and symbols on the sign base or carving letters and symbols into the base of the sign.
 - g. Projecting signs are preferred over portable or sandwich board signs. Projecting signs generally are more effective for increasing visibility to both pedestrians and motorists.
 - h. Sign materials and colors should complement the building facade. Basic and simple color applications are encouraged and vibrant colors should be avoided.
 - i. The color of letters and symbols should contrast the base or background color of the sign to maximize readability.
 - j. Signs shall not cover or obscure windows, doors, storefronts, building entrances, eaves, cornices, columns, horizontal expression lines, or other architectural elements or details.
 - k. Signage on buildings with multiple tenants shall be limited to prevent sign clutter. Individual signs for tenants with ground floor storefront entrances are permitted. A directory sign with the names and suite numbers of all tenants without a ground floor storefront entrance may be provided at the lobby entrance for those tenants.
 - l. An address marker shall be provided at the main entrance to all buildings.

17.96.090: REVIEW OF PROPOSALS:

Design review proposals shall be reviewed by the Commission or Administrator as outlined herein.

A. Authority Of The Administrator:

1. The Administrator is hereby empowered to approve minor modifications to projects that have received design review approval by the Commission for the duration of a valid building permit. Minor modifications under the authority of the Administrator may include, but are

not limited to, the following: changes to approved colors and/or siding materials, landscape plans, window changes that do not significantly affect project design, appearance or function, changes to dumpster enclosures or changes to lighting. The Administrator shall make the determination as to what constitutes minor modifications. All approved modifications must be documented on the approved set of plans on file with the planning department.

2. The Administrator is empowered to exempt from the design review process projects determined to be so minor as to not conflict with the design review standards of this section, nor to impact any adjacent properties. Examples include, but are not limited to: minor deck additions, additions of a window or door, and minor landscape changes. Said exemption must be issued in writing by the Administrator prior to issuance of a building permit and shall be approved by the chair of the Commission, or his/her designee. Should the Administrator or the Commission chair determine that the proposal cannot be exempted, said proposal shall receive design review approval prior to issuance of a building permit.

- B. Authority Of The Commission: The Commission is hereby empowered to approve all other application proposals defined in section [17.96.050](#) of this chapter. The Commission may elect to approve applications for design review by consent agenda. Consent agenda shall be that portion of the Commission's agenda where agenda items are not discussed individually and Commission members vote on the package of applications in its entirety. All application and notice requirements, criteria and standards established in the design review district or this chapter shall apply to consent agenda applications. The Administrator shall determine, in consultation with the Commission chair, which applications are to be placed on the consent agenda. The Commission, at their discretion, may delegate their authority for detailed review of design review criteria and standards, and other relevant city ordinances, regulations and policies to the Commission chair and the Administrator by placing applications on the consent agenda. A commissioner, city department head, mayor, council member, or affected party may request any application on the consent agenda to be moved to the regular agenda in order to have a full discussion of potential impacts of the application. Applications placed on the consent agenda may include, but are not limited to: deck renovations or extensions, deck enclosures or additions under two hundred (200) square feet, hot tubs, addition of doors and/or windows, dormers or other roof popouts, material or color changes to building facades and awnings which do not encroach on public rights of way.

17.96.100: NOTICE:

All property owners adjacent to properties under application for design review shall be notified by mail ten (10) days prior to the meeting of the date at which said design review is to be considered by the Commission.

17.96.110: COMPLETION OF IMPROVEMENTS:

- A. Upon application for a building permit, including a single-family residence, an applicant shall follow the procedures set forth in this section to ensure substantial completion of the proposed project and improvements according to the plans and specifications as approved by the city:
1. The applicant shall execute an agreement with the city committing the applicant to complete the construction of the improvements according to the approved plans and specifications.

2. The applicant shall execute a lien as security for the applicant's performance of the agreement on a form provided by the city.
 3. The city shall be entitled to record said lien at the time it issues the building permit to the applicant, which lien shall encumber the property until released as provided hereunder.
 4. The improvements shall be completed in compliance with the approved plans and specifications within eighteen (18) months from the date of the issuance of the building permit. The Administrator may extend the date of completion an additional six (6) months with the concurrence of the building official. The city shall have the authority to enforce the agreement and lien according to its terms. Upon good cause shown, the Administrator may extend the period of time within which completion of the improvements is to be accomplished.
 5. All landscape improvements as approved by the Commission or planning department shall be completed within sixty (60) days of occupancy. In the event of partial installation due to seasonable hardship, the completion date may be adjusted into the following planting season, but shall not exceed more than twelve (12) months after occupancy without prior written approval from the Administrator.
 6. The applicant shall have the right, after final inspection and issuance of a certificate of occupancy, to request in writing that the lien be released by the city upon posting with the city an irrevocable letter of credit, or other such security as is acceptable to the city at its sole discretion, for one hundred fifty percent (150%) of the bona fide estimated cost to complete the required improvements from that time forward.
- B. The Administrator may waive the consensual lien and completion agreement upon a determination that the site improvements required by the applicant's building permit are not substantial enough in nature to warrant a consensual lien and completion agreement.

17.96.120: TERMS OF APPROVAL:

- A. The term of design review approval shall be twelve (12) months from the date that findings of fact, conclusions of law and decision are adopted by the Commission or upon appeal, the date the approval is granted by the council subject to changes in zoning regulations. Application must be made for a building permit with the Ketchum building department during the twelve (12) month term. Once a building permit has been issued, the design review approval shall be valid for the duration of the building permit. Unless an extension is granted as set forth below, failure to file a complete building permit application for a project in accordance with these provisions shall cause said approval to be null and void. B. For design review approvals pertaining to "civic" buildings, the head of the planning department and the chair of the Commission may, upon written request by the holder, grant a maximum of two (2) 12-month extensions to an unexpired design review approval. For design review approvals pertaining to all other buildings, the city may, upon written request by the holder, grant a maximum of two (2) 12-month extensions to an unexpired design review approval. The first twelve (12) month extension shall be reviewed by the head of the planning department and the chair of the Commission. The second twelve (12) month extension shall be reviewed by the Commission. Whether or not an extension is warranted shall be based on the following considerations:
1. Whether there have been significant amendments to the city's comprehensive plan, downtown master plan or ordinances which will apply to the subject design review approval; or

2. Whether significant land use changes have occurred in the project vicinity which would adversely impact the project or be adversely impacted by the project; or
 3. Whether hazardous situations have developed or have been discovered in the project area; or
 4. Whether community facilities and services required for the project are now inadequate.
- B. If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension will not be granted and the city shall issue this decision in writing; otherwise the city shall approve such an extension. No extensions shall be granted for an expired design review approval.

17.96.130: TIME LIMITATIONS FOR ACTION UPON APPLICATION:

The Commission shall have sixty (60) days to consider and approve or deny an application for design review approval pursuant to this chapter. The time for action upon an application may be extended by either the Commission or the council at the request of the applicant or in cases where the complexity of the project or changes made by the applicant during the review process require additional time to properly review and consider the application.

17.96.140: FEES AND COSTS:

Each applicant for design review approval shall pay to the city, by depositing with the Administrator, certain fees and costs to reimburse the city the reasonable costs of administering and regulating this chapter, including reimbursement for city engineer fees. Said fees and refunds, if any, shall be set by resolution of the council and shall be paid prior to scheduling of an application before the Commission for design review consideration. Said fees shall be nonrefundable unless the proposal is withdrawn at least ten (10) days prior to its initial review by the Commission.

CHAPTER 17.100
WARM SPRINGS BASE AREA OVERLAY DISTRICT (WSBA)

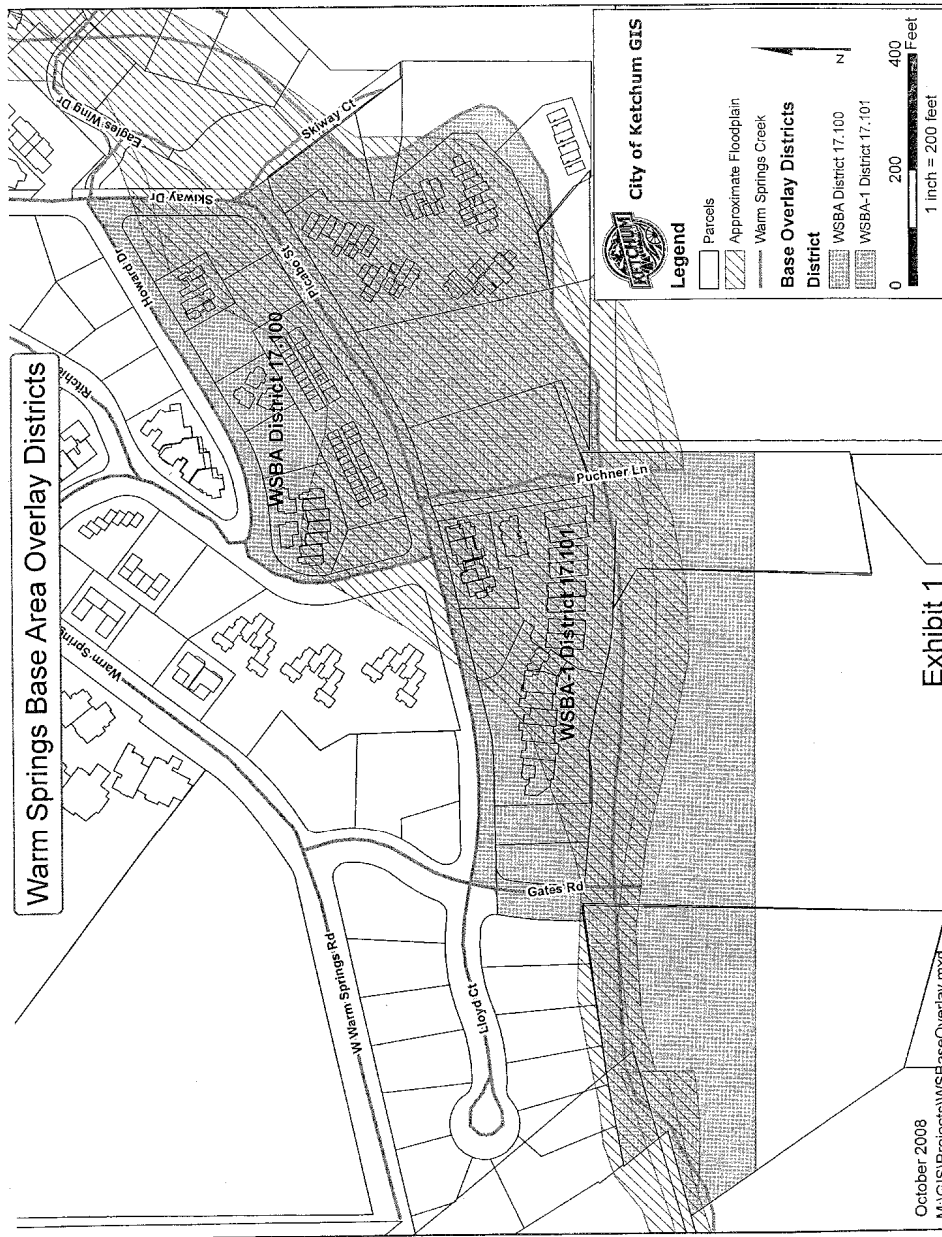
17.100.010: PURPOSE:

The Warm Springs base area, as one of only two (2) access points to skiing on Bald Mountain, is a key hub for tourist and recreational activities in the city. Due to the unique nature of skier base areas, and their importance to the tourism economy in Ketchum, an overlay zoning district is found to be an appropriate tool to encourage desired uses in the base area. The intent of this zoning district and each of its regulations is to:

- A. Provide a unique experience based on the specific geography and community characteristics of the Warm Springs base area.
- B. Build on the existing village character.
- C. Expand the variety of uses and users.
- D. Stimulate year round activity.
- E. Enhance connectivity between uses.
- F. Maintain key public views.
- G. Promote open space and connections to nature.

17.100.020: GENERAL APPLICATION:

- A. **Projects Under A 0.5 Floor Area Ratio (FAR):** Projects under a 0.5 FAR are not subject to the additional requirements of this chapter, and are governed by the underlying zoning district.
- B. **Projects Over A 0.5 FAR:** The Warm Springs base area overlay zoning district (WSBA) shall be an "overlay district" and the additional requirements of said overlay district shall apply to the uses and structures otherwise permitted in the underlying zoning district, if the project is at a FAR of greater than 0.5. All uses and structures allowed in the district with which the WSBA overlay zoning district combines shall be subject to the additional restrictions of the WSBA overlay zoning district. If any of the regulations specified in this chapter differ from corresponding regulations specified for a district with which the WSBA overlay zoning district is combined, the regulations contained in this chapter shall apply and govern. If additional height and bulk are allowed for certain uses in this chapter, the regulations of this chapter shall govern for those uses, so long as all conditions outlined herein have been met. All other regulations of the zoning district with which the WSBA overlay zoning district is combined shall remain in full force and effect.
- C. **Boundaries Of WSBA Overlay District:** The requirements of the WSBA overlay district shall apply to improvements to any property within the portion of Warm Springs as defined on the boundary marked on the WSBA overlay district map, exhibit 1 of this section.



17.100.030: DESIRED USES AND FLOOR AREA RATIO (FAR) TABLE:

- A. Approach: The purpose of this section is to encourage certain uses by allowing additional floor area for these uses. The following standards apply when preferred uses are included, as indicated in the floor area ratio table that is provided below. Projects up to and including a FAR of 0.5 are not subject to the regulations of this section. Note that, other than the different standards presented in this section, any other standards that presently exist for the tourist zone district would continue to

apply. (For example, landscape requirements would continue as currently established.)

Figure 1: FAR Table

FAR System For Warm Springs Base Area					
Existing FAR Allowances					
				Maximum FAR Per Category	Maximum FAR
Base FAR				0.5	0.5
Inclusionary housing				1.1	1.6
Proposed Additional FAR Allowances					
	Measure ¹	Amount ²	FAR Increment ³	Maximum FAR Per Category	Absolute Maximum FAR ⁴
Inclusionary housing	1 on site DU	1	0.2	No cap	2.25
	1 off site DU	1	0.15		
Hotel/lodging	Bedroom	1	0.015	1.0	
Meeting/conference	Square feet	100	0.005	0.3	
Office	Square feet	100	0.005	0.5	
Restaurant/retail	Square feet	100	0.025	1.1	
Ski industry related nonprofit	Square feet	100	0.005	0.5	
Ski storage ⁵	Square feet	100	0.015	0.2	

Notes:

- 1.The "measure" is the type of measurement for the designated use.
- 2.The "amount" is the unit of measurement for which a designated amount of additional FAR is allowed.
- 3.The "FAR increment" is the amount of additional FAR earned per amount of a designated use provided.
- 4.The absolute maximum FAR may not be exceeded. It is the total potential to be earned with a combination of the FAR incentives.
- 5.Ski storage that is incorporated with retail space shall be subject to the retail FAR increment. Ski storage that is not incorporated with retail shall be subject to the ski storage FAR increment.

B. Maximum Floor Area Ratio (FAR):

1. By Right Maximum FAR: The maximum "by right" FAR is 0.5.
2. Preferred Uses Maximum FAR: The maximum may be increased up to 2.25, when certain preferred uses and amenities are included, based on the table in figure 1 of this section. The additional FAR must also be found to be compatible with the context, using the Warm Springs village design guidelines, on file with the city clerk.

C. Change In Use:

1. All developments that achieve a FAR greater than 0.5 shall be required to enter into an agreement with the city addressing any future changes to preferred uses (uses that resulted in a greater overall FAR).
2. Said agreement shall include stipulations for changes in preferred uses and shall outline specific requirements for changes to preferred uses. For example, the agreement could require that twenty five percent (25%) of the uses remain as community housing or retail.
3. The Commission shall review the agreement during design review and make recommendations to the city council. The agreement shall be approved by the city council prior to building permit approval.
4. Any increase in FAR above 1.0 also shall trigger the requirement for a traffic and parking impact study and parking demand management plan as outlined in section [17.100.070](#) of this chapter. The city must determine that these impacts are adequately addressed in order to award the additional FAR above 0.5.

17.100.040: BUILDING MASSING STANDARDS AND BUILDING HEIGHT:

A. Approach: The following massing and height regulations are intended to permit taller building portions, but limit taller building portions to sites that have been determined to be able to accommodate the increased height without compromising other goals and objectives for the Warm Springs base area. Taller building portions are more compatible when a substantial portion of the development is at a lower scale. Having two (2) story elements at the street edge is particularly important. The following regulations encourage stepped building forms, create an active street edge, and promote views and open space. These standards would influence the perceived mass of a building by setting certain limits on massing, which would result in "sculpting" the building form.

B. Building Height:

1. Maximum Building Height: Heights in the WSBA overlay district are governed by this section.
 - a. WSBA overlay district shall have a maximum height of three (3) to five (5) stories, including the limitations of subsections B2 and B3 of this section.

2. Maximum Building Height For Uses: Maximum building height for uses in figure 1 of this chapter are as follows:

Figure 2: Building Height

Stories	Maximum Height ¹
For portions of buildings within 30 feet of Howard Drive: 3-4	50 feet (subject to plate heights at minimum setback - subsection D of this section, and to all fourth floor elements being contained within the roof)
5	65 feet

Note:

1. The maximum height is for roof pitches of 5:12 and greater only, and as measured from existing, natural or finished grade to the top of the ridge or highest point, including architectural features.

3. Upper Floor Footprints:
 - a. Maximum fifth floor footprint: Thirty five percent (35%) of the first floor building footprint.

C. Wall Plane Length:

1. Maximum wall plane length: Sixty feet (60').
2. Minimum offset: Ten feet by fifteen feet (10' x 15') (see figure 3 of this section)¹.

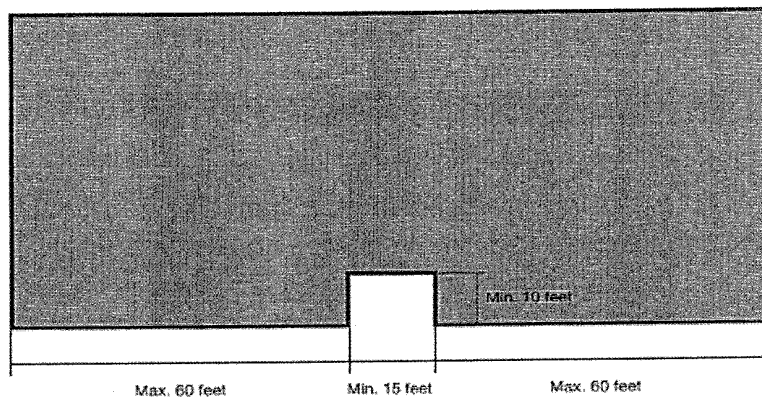


Figure 3: Maximum Wall Plane And Minimum Offset

D. Plate Height At Minimum Setback:

1. Maximum plate height within ten feet (10') of the minimum setback line shall be thirty five feet (35') (see figure 4 of this section).

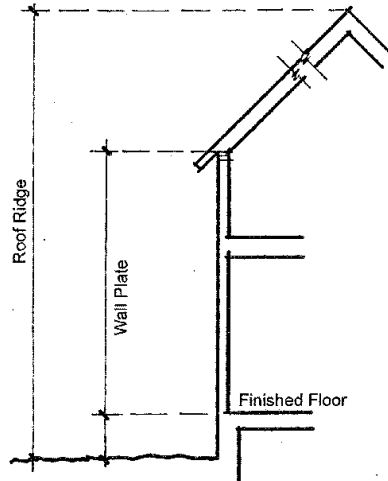


Figure 4: Plate Height

17.100.050: LOT COVERAGE:

- A. Approach: Lot coverage shall be regulated by calculating the minimum usable open space on the site as determined by the definition found in chapter [17.08](#) of this title.
- B. The minimum open site area requirement may be reduced based on one or more of the following site criteria:
 1. Size, layout, and/or shape of lot prohibits project from meeting open site requirements.
 2. The project demonstrates water table issues that prohibit underground parking.
 3. Project demonstrates clear benefits from reducing minimum open site requirements.

17.100.060: SETBACK REGULATIONS:

- A. Front Yard Setbacks:
 1. When a property extends through to two (2) streets, both streets shall be subject to front yard setback regulations.

Note: Front yard setback requirement for one street frontage may be modified based on the nature of the surrounding streets and location of the lot.

2. Front yard setbacks shall be as follows:

Street face	5 foot setback	Maximum setback
All streets	50 percent minimum ¹	30 feet ²

Notes:

1. The minimum percentage of the linear dimension of the building front that must be placed at the 5 foot setback line.
2. The maximum that any portion of the front of the building may be set back from the front property line. This area must be public open space that allows for pedestrian circulation. Parking in this area is not permitted, except for loading and unloading areas for accommodations facilities.

(Possible exception for property west of day lodge and for flexibility through design review.)

- B. Side Yard Setbacks: Five feet (5').
- C. Rear Yard Setbacks: Fifteen feet (15').

17.100.070: TRANSPORTATION AND PARKING REGULATIONS:

Due to the limitations of Warm Springs Road, alternative travel modes and transit are necessary components of larger projects. To decrease single occupancy vehicle use, this section establishes maximum provisions for on-site parking, coupled with transit demand management requirements.

- A. Projects up to and including a FAR of 0.5: Parking requirements shall be regulated per section [17.125.050](#) of this title.
- B. Projects with a FAR greater than 0.5: Parking shall be regulated by the following chart. For all other parking requirements not outlined in this section, refer to section [17.125.050](#) of this title.

Parking Requirements/Parking Demand	
Residential	1.0 space per 1,500 net square feet plus 1 guest space for every 4 residential units
Accommodation	0.75 space per rental/hotel room
Retail trade and retail service	2.0 spaces per 1,000 gross square feet
Professional service/office space	2.0 spaces per 1,000 gross square feet
Government	1.0 space per 1,000 gross square feet

Note: For all other uses not itemized in this chart and all other off street parking regulations, refer to the off street parking requirements of section [17.125.050](#) of this title.

- C. Four (4) on street parking spaces per five thousand five hundred (5,500) square feet of lot area may be counted toward the required parking requirement.
- D. Up to one-eighth ($\frac{1}{8}$) of the overall parking requirement may be met via an in-lieu payment. Said in-lieu fee shall be based on the parking in-lieu fee requirements of subsections [17.125.060](#).D and E of this title.
 - 1. All in-lieu funds received under this subsection shall be placed into a special and separate transportation improvement and acquisition fund to be used primarily for transit improvements and parking management programs, such as paid parking, that address the demand for physical parking on site in the WSBA and WSBA-1 overlay districts; and secondarily for the purchase, construction and improvement of public parking facilities.
- E. For projects with a FAR greater than 0.5, a transit demand management (TDM) plan shall be provided which demonstrates that alternative strategies will offset the demand for the parking reduction. TDM plans should consider providing the following strategies:
 - 1. Bicycle amenities such as standard racks, bicycle lockers, and/or shower facilities.

2. Provision of a public transit stop, or demonstration of proximate access to an existing transit stop.
3. Reserved preferential parking spaces for high occupancy vehicles.
4. Shared parking within mixed use developments.
5. Publicly accessible permanent display area for information on TDM strategies and options for alternative transit modes.
6. Shuttle service.
7. Contribution to public transit or alternative modes fund.
8. Employee programs such as:
 - a. Car/vanpool coordination and incentive program;
 - b. Shuttle program;
 - c. Guaranteed emergency ride home program; or
 - d. Public transit passes.

CHAPTER 17.101
WARM SPRINGS BASE AREA OVERLAY DISTRICT-1 (WSBA-1)

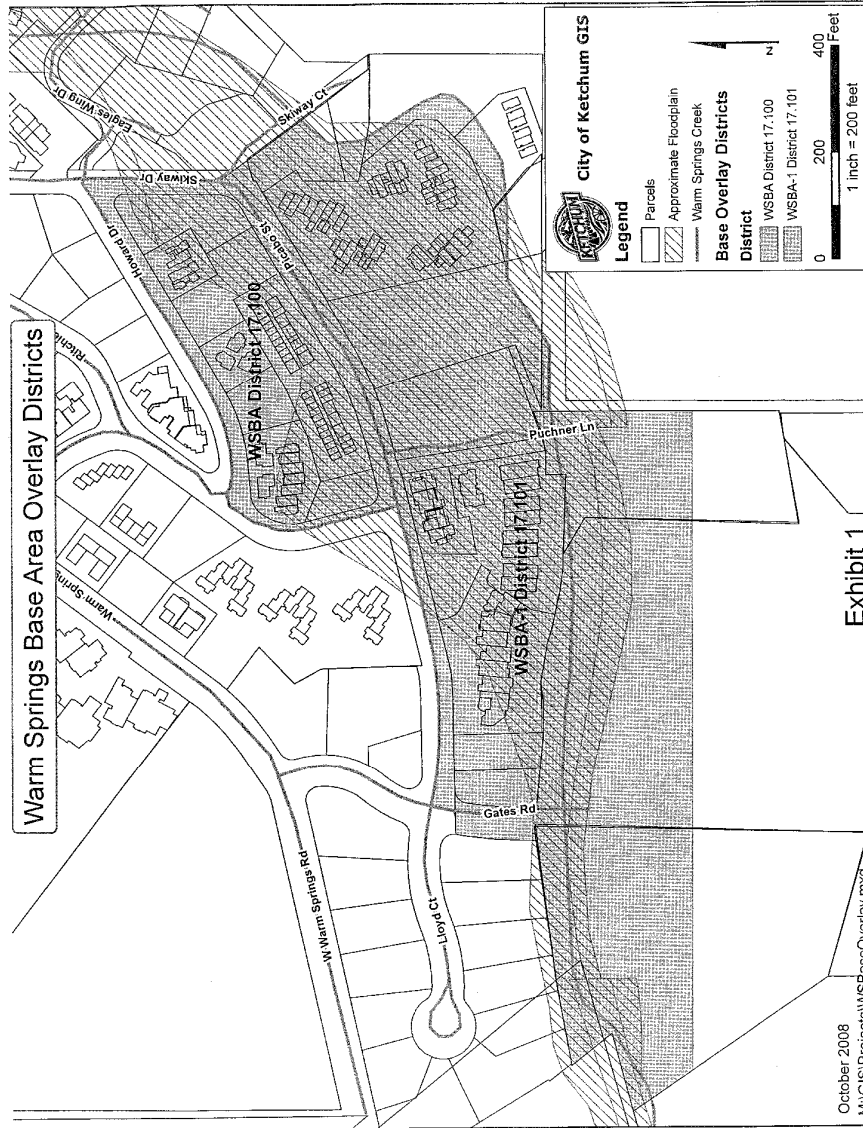
17.101.010: PURPOSE:

The Warm Springs base area, as one of only two (2) access points to skiing on Bald Mountain, is a key hub for tourist and recreational activities in the city. Due to the unique nature of skier base areas, and their importance to the tourism economy in Ketchum, an overlay zoning district is found to be an appropriate tool to encourage desired uses in the base area. The intent of this zoning district and each of its regulations is to:

- A. Provide a unique experience based on the specific geography and community characteristics of the Warm Springs base area.
- B. Build on the existing village character.
- C. Expand the variety of uses and users.
- D. Stimulate year round activity.
- E. Enhance connectivity between uses.
- F. Maintain key public views.
- G. Promote open space and connections to nature.

17.101.020: GENERAL APPLICATION:

- A. Projects Up To And Including A 0.5 Floor Area Ratio (FAR): Projects under a 0.5 FAR are not subject to the additional requirements of this chapter, and are governed by the underlying zoning district.
- B. Projects Over A 0.5 FAR: The Warm Springs base area overlay zoning district-1 (WSBA-1) shall be an "overlay district" and the additional requirements of said overlay district shall apply to the uses and structures otherwise permitted in the underlying zoning district, if the project is at a FAR of greater than 0.5. All uses and structures allowed in the district with which the WSBA-1 overlay zoning district combines shall be subject to the additional restrictions of the WSBA-1 overlay zoning district. If any of the regulations specified in this chapter differ from corresponding regulations specified for a district with which the WSBA-1 overlay zoning district is combined, the regulations contained in this chapter shall apply and govern. If additional height and bulk are allowed for certain uses in this chapter, the regulations of this chapter shall govern for those uses, so long as all conditions outlined herein have been met. All other regulations of the zoning district with which the WSBA-1 overlay zoning district is combined shall remain in full force and effect.
- C. Boundaries Of WSBA-1 Overlay District: The requirements of the WSBA-1 overlay district shall apply to improvements to any property within the portion of Warm Springs as defined on the boundary marked on the WSBA overlay district map, exhibit 1 of this section.



17.101.030: DESIRED USES AND FLOOR AREA RATIO (FAR) TABLE:

- A. Approach: The purpose of this section is to encourage certain uses by allowing additional floor area for these uses. The following standards apply when preferred uses are included, as indicated in the floor area ratio table that is provided below. Projects up to and including a FAR of 0.5 are not subject to the regulations of this section. Note that, other than the different standards presented in this section, any other standards that presently exist for the tourist zone district would continue to apply. (For example, landscape requirements would continue as currently established.)

Figure 1: FAR Table

FAR System For Warm Springs Base Area					
Existing FAR Allowances					
				Maximum FAR Per Category	Maximum FAR
Base FAR				0.5	0.5
Inclusionary housing				1.1	1.6
Proposed Additional FAR Allowances					
	Measure ¹	Amount ²	FAR Increment ³	Maximum FAR Per Category	Absolute Maximum FAR ⁴
Inclusionary housing	1 on site DU	1	0.2	No cap	2.25
	1 off site DU	1	0.15		
Hotel/lodging	Bedroom	1	0.015	1.0	
Meeting/conference	Square feet	100	0.005	0.3	
Office	Square feet	100	0.005	0.5	
Restaurant/retail	Square feet	100	0.025	1.1	
Ski industry related nonprofit	Square feet	100	0.005	0.5	
Ski storage ⁵	Square feet	100	0.015	0.2	

Notes:

- 1.The "measure" is the type of measurement for the designated use.
- 2.The "amount" is the unit of measurement for which a designated amount of additional FAR is allowed.
- 3.The "FAR increment" is the amount of additional FAR earned per amount of a designated use provided.

4. The absolute maximum FAR may not be exceeded. It is the total potential to be earned with a combination of the FAR incentives.

5. Ski storage that is incorporated with retail space shall be subject to the retail FAR increment. Ski storage that is not incorporated with retail shall be subject to the ski storage FAR increment.

B. Maximum Floor Area Ratio (FAR):

1. By Right Maximum FAR: The maximum "by right" FAR is 0.5.
2. Preferred Uses Maximum FAR: The maximum may be increased up to 2.25, when certain preferred uses and amenities are included, based on the table in figure 1 of this section. The additional FAR must also be found to be compatible with the context, using the Warm Springs village design guidelines on file with the city clerk.

C. Change In Use:

1. All developments that achieve a FAR greater than 0.5 shall be required to enter into an agreement with the city addressing any future changes to preferred uses (uses that resulted in a greater overall FAR).
2. Said agreement shall include stipulations for changes in preferred uses and shall outline specific requirements for changes to preferred uses. For example, the agreement could require that twenty five percent (25%) of the uses remain as community housing or retail.
3. The Commission shall review the agreement during design review and make recommendations to the city council. The agreement shall be approved by the city council prior to building permit approval.
4. Any increase in FAR above 1.0 also shall trigger the requirement for a traffic and parking impact study and parking demand management plan as outlined in section [17.101.070](#) of this chapter. The city must determine that these impacts are adequately addressed in order to award the additional FAR above 0.5.

17.101.040: BUILDING MASSING STANDARDS AND BUILDING HEIGHT:

A. Approach: The following massing and height regulations are intended to permit taller building portions, but limit taller building portions to sites that have been determined to be able to accommodate the increased height without compromising other goals and objectives for the Warm Springs base area. Taller building portions are more compatible when a substantial portion of the development is at a lower scale. Having two (2) story elements at the street edge is particularly important. The following regulations encourage stepped building forms, create an active street edge, and promote views and open space. These standards would influence the perceived mass of a building by setting certain limits on massing, which would result in "sculpting" the building form.

B. Building Height:

1. Maximum Building Height: Heights in the WSBA overlay district-1 are governed by this section.
2. Maximum Building Height For Uses: Maximum building height for uses in figure 1 of this chapter are as follows:

Figure 2: Building Height

Stories	Maximum Height ¹
---------	-----------------------------

3-4	50 feet (subject to plate heights at minimum setback - subsection D of this section, and to all fourth floor elements being contained within the roof)
5	65 feet
6	77 feet

Note:

1. The maximum height is for roof pitches of 5:12 and greater only, and as measured from existing, natural or finished grade to the top of the ridge or highest point, including architectural features.

3. Upper Floor Footprints:

- a. Maximum fifth floor footprint: Thirty five percent (35%) of the first floor building footprint.
- b. Maximum sixth floor footprint (if permitted through design review): Twenty five percent (25%) of the first floor building footprint.

C. Wall Plane Length:

- 1. Maximum wall plane length: Sixty feet (60').
- 2. Minimum offset: Ten feet by fifteen feet (10' x 15') (see figure 3 of this section)¹.

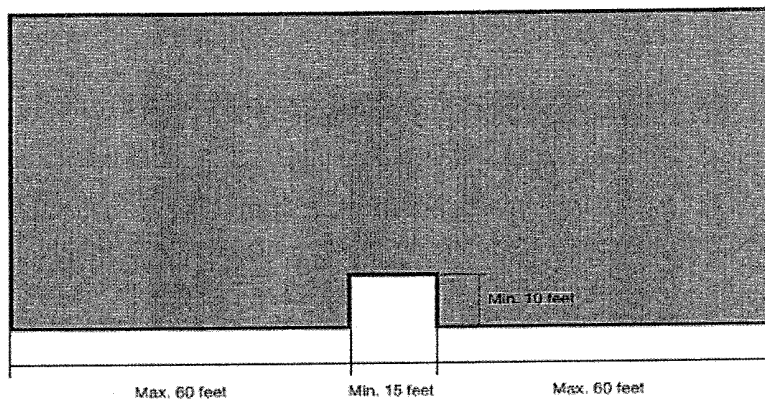


Figure 3: Maximum Wall Plane And Minimum Offset

D. Plate Height At Minimum Setback:

- 1. Maximum plate height within ten feet (10') of the minimum setback line shall be thirty five feet (35') (see figure 4 of this section).

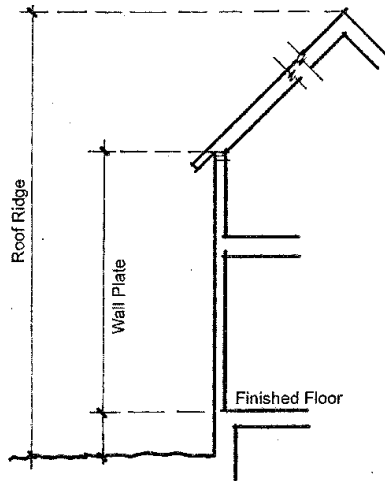


Figure 4: Plate Height

17.101.050: LOT COVERAGE:

- A. Approach: Lot coverage shall be regulated by calculating the minimum usable open space on the site as determined by the definition found in chapter [17.08](#) of this title.
- B. The minimum open site area requirement may be reduced based on one or more of the following site criteria:
 1. Size, layout, and/or shape of lot prohibits project from meeting open site requirements.
 2. The project demonstrates water table issues that prohibit underground parking.
 3. Project demonstrates clear benefits from reducing minimum open site requirements.

17.101.060: SETBACK REGULATIONS:

- A. Front Yard Setbacks:
 1. When a property extends through to two (2) streets, both streets shall be subject to front yard setback regulations.
 Note: Front yard setback requirement for one street frontage may be modified based on the nature of the surrounding streets and location of the lot.

2. Front yard setbacks shall be as follows:

Street face	5 foot setback	Maximum setback
All streets	50 percent minimum ¹	30 feet ²

Notes:

- 1.The minimum percentage of the linear dimension of the building front that must be placed at the 5 foot setback line.
- 2.The maximum that any portion of the front of the building may be set back from the front property line. This area must be public open space. Parking in this area is not permitted, except for loading and unloading areas for accommodations facilities.

(Possible exception for property west of day lodge and for flexibility through design review.)

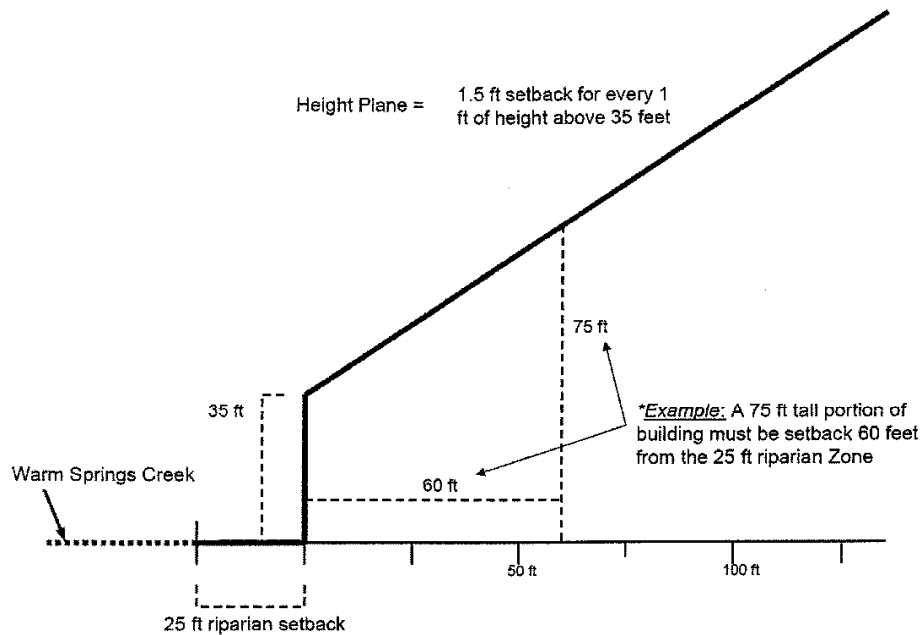
B. Side Yard Setbacks: Five feet (5').

C. Rear Yard Setbacks: Fifteen feet (15').

D. Warm Springs Creek Setback: In addition to the mandatory twenty five foot (25') riparian zone setback, all development along Warm Springs Creek shall be subject to the following setback requirements:

1. Height Plane: A height plane is established to protect view corridors and sunlight along Warm Springs Creek. This is regulated by figure 5 of this section. No building shall exceed this height plane.

Figure 5: Warm Springs Creek Maximum Height Plane



Warm Springs Creek Height Plane	Any portion of a building above 35 ft is subject to the maximum height plane. For every foot of height above 35 ft, that portion of building must step back an additional 1.5 ft from the Warm Springs Creek 25 ft riparian setback line.
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*Example: A 75 ft. tall portion of a building is subject to the following setback:

Step 1:	75 ft. - 35 ft. = 40 ft. (height above 35 ft.)
Step 2:	40 ft. x 1.5 = 60 ft. (additional Warm Springs Creek setback measured from the mandatory 25 ft. riparian setback)

**Refer to definition of "riparian zone" found in [chapter 17.08](#) of this title.

2. Setback Zone Along Warm Springs Creek: For developments that require an additional setback along Warm Springs Creek, said setback zone shall incorporate amenities such as public open space and pedestrian thoroughfares. Design of such amenities and open space shall be subject to criteria outlined in the "Warm Springs Base Area Design Guidelines", on file with the city clerk.

17.101.070: TRANSPORTATION AND PARKING REGULATIONS:

Due to the limitations of Warm Springs Road, alternative travel modes and transit are necessary components of larger projects. To decrease single occupancy vehicle use, this section establishes maximum provisions for on site parking, coupled with transit demand management requirements.

- A. Projects up to and including a FAR of 0.5: Parking requirements shall be regulated per section [17.125.050](#) of this title.
- B. Projects with a FAR greater than 0.5: Parking shall be regulated by the following chart. For all other parking requirements not outlined in this section, refer to section [17.125.050](#) of this title.

Parking Requirements/Parking Demand	
Residential	1.0 space per 1,500 net square feet plus 1 guest space for every 4 residential units
Accommodation	0.75 space per rental/hotel room
Retail trade and retail service	2.0 spaces per 1,000 gross square feet
Professional service/office space	2.0 spaces per 1,000 gross square feet
Government	1.0 space per 1,000 gross square feet

Note: For all other uses not itemized in this chart and all other off street parking regulations, refer to the off street parking requirements of section [17.125.050](#) of this title.

- C. Four (4) on street parking spaces per five thousand five hundred (5,500) square feet of lot area may be counted toward the required parking requirement.
- D. Up to one-eighth ($\frac{1}{8}$) of the overall parking requirement may be met via an in-lieu payment. Said in-lieu fee shall be based on the parking in-lieu fee requirements of subsections [17.125.060](#).D and E of this title.
 - 1. All in-lieu funds received under this subsection shall be placed into a special and separate transportation improvement and acquisition fund to be used primarily for transit improvements and parking management programs, such as paid parking, that address the demand for physical parking on site in the WSBA and WSBA-1 overlay districts; and secondarily for the purchase, construction and improvement of public parking facilities.
- E. For projects with a FAR greater than 0.5, a transit demand management (TDM) plan shall be provided which demonstrates that alternative strategies will offset the demand for the parking reduction. TDM plans should consider providing the following strategies:
 - 1. Bicycle amenities such as standard racks, bicycle lockers, and/or shower facilities.

2. Provision of a public transit stop, or demonstration of proximate access to an existing transit stop.
3. Reserved preferential parking spaces for high occupancy vehicles.
4. Shared parking within mixed use developments.
5. Publicly accessible permanent display area for information on TDM strategies and options for alternative transit modes.
6. Shuttle service.
7. Contribution to public transit or alternative modes fund.
8. Employee programs such as:
 - a. Car/vanpool coordination and incentive program;
 - b. Shuttle program;
 - c. Guaranteed emergency ride home program; or
 - d. Public transit passes.

CHAPTER 17.104
MOUNTAIN OVERLAY ZONING DISTRICT (MO)

17.104.010: MO MOUNTAIN OVERLAY ZONING DISTRICT ESTABLISHED:

The MO mountain overlay zoning district is established to identify those areas where, after due investigation, study and deliberation, the Ketchum city council finds that orderly development of hillside areas is vital to the public interest; that the city should regulate access to, erosion of, damage from and construction on hillsides; that it is obligated to protect the public health, safety and welfare; and that special regulations regarding hillside development should be imposed within such district.

17.104.020: PURPOSES:

The MO mountain overlay zoning district is established for the following purposes:

- A. To protect the public health, safety and welfare of inhabitants of hillside areas;
- B. To encourage land uses harmonious with existing natural resources;
- C. To prohibit detrimental alteration of existing topography and terrain, leaving hillsides generally open and unobstructed, to prohibit scarring by roadways;
- D. To protect natural land features and wildlife habitat;
- E. To minimize or prohibit alteration of hilltops, rock outcrops, knolls and ridges;
- F. To facilitate adequate provision of public services and facilities (i.e., water and sewer, and police, fire and ambulance protection) through standards appropriate to local conditions;
- G. To minimize or prohibit detrimental effects on the natural topography, geology, soils, drainage, wildlife and vegetation;
- H. To carry out provisions contained in Ketchum's comprehensive plan;
- I. To minimize the visual impact of building sites and access drives that are significantly higher than the vast majority of building sites in Ketchum;
- J. To protect hillsides in Ketchum which are physically and topographically unique due to their present lack of access roads and thus their lack of development;
- K. To ensure preservation of hills, ridges, ridgelines and their natural features which are visible from the valley floor from obstruction by development;
- L. To direct building away from the higher elevations; and
- M. To assure the property owner is not deprived of economically viable use of his/her property.

17.104.030: MOUNTAIN OVERLAY ZONING DISTRICT BOUNDARIES:

The mountain overlay zoning district boundaries shall be an overlay district and shall designate those areas within the city found to be hillside and mountain areas that, due to their steepness of slope, high visibility from other areas within and outside of the city by the general public, unique physical characteristics including knolls, ridges and rock outcroppings, and/or skyline juxtaposition among other mountain slopes, require regulation in order to carry out the purposes of this district. The mountain overlay zoning district shall include those areas so designated illustratively on the "zoning map of the city of Ketchum, Idaho", dated 1974, and more specifically defined as follows:

- A. Within the Warm Springs area, the mountain overlay boundary shall be defined as all of that area north of Warm Springs Road having a slope of twenty five percent (25%) or greater; except, that the boundary beginning in the vicinity of the intersection of West Canyon Run Boulevard with North Canyon Run Boulevard shall be where said twenty five percent (25%) slope line intersects with the five thousand nine hundred foot (5,900') elevation and shall follow the five thousand nine hundred foot (5,900') elevation until it intersects with the twenty five percent (25%) slope line which then runs generally north and parallel to the Big Wood River to the city limits. All that property generally north of the described boundary to the city limits shall be included.
- B. Within the Knob Hill area, the mountain overlay boundary shall be defined as all that area north of Sixth Street, east of Walnut Avenue, south of Tenth Street and the southern limit of the Bigwood PUD as platted, and the parcels of land containing slopes of twenty five percent (25%) or greater to the northeast of Ketchum town site blocks 99 and 100 and west of the city limits line common to that of the city of Sun Valley, Idaho. All that property contained within the boundary shall be included. The area within these boundaries, northeast of the alley bisecting Walnut Avenue and Spruce Avenue consisting of lots 5, 6, 7 and 8, block 94, lots 5, 6, 7 and 8, block 93, lots 5, 6, 7 and 8, block 92, lots 5A, 6A, 7 and 8, block 91, lots 3 and 4, block 97, Ketchum town site, and all properties within the Kinderhorn subdivision, along with the rock outcropping within block 29, Ketchum town site, is hereby designated as a significant landmark within the city of Ketchum as denoted in the map, a true and correct copy of which is attached to ordinance 996 as exhibit B and which is incorporated herein by this reference.
- C. Within southeast Ketchum, the mountain overlay boundary shall be defined as the irrigation ditch, commonly referred to as the Reinheimer ditch, running generally north-south beginning and ending at city limit lines and shall be the westernmost fork of the ditch at the southern end in the vicinity of Topaz and Garnet Streets. All that property east of the boundary to the city limits shall be included.

17.104.040: USES PERMITTED:

The mountain overlay zoning district shall be an overlay district and shall apply the additional requirements of the mountain overlay zoning district to the uses and requirements contained in the underlying zoning district. The uses allowed within the underlying zoning district shall be subject to the additional regulations contained in the mountain overlay zoning district.

17.104.050: USE RESTRICTIONS:

The following restrictions are imposed upon construction, development and use of all real property within the mountain overlay zoning district. Each of the following activities shall be subject to design

review and shall require approval under the regulations contained in [chapter 17.96](#) of this title prior to issuance of a building permit, excavation/grading permit or commencement of any work associated with any such activity:

- A. Construction or placement of buildings or structures, including additions to any such structures or buildings existing at the effective date hereof, upon real property within the mountain overlay zoning district;
- B. Other excavation of materials, grading and filling for any purpose not associated with construction of buildings and structures described in subsection A of this section; and/or
- C. Any activity regulated by Ketchum street standards [chapter 12.04](#) of this code. Included therein are standards for private driveways.

17.104.060: MOUNTAIN OVERLAY DESIGN REVIEW PREAPPLICATION REVIEW:

Design review applications shall be made and processed according to the regulations contained in [chapter 17.96](#) of this title except as follows:

- A. The applicant may request a preapplication review by the Commission. The purpose of the preapplication review shall be for the Commission to consider conceptually the location of the proposed activity, access and any other element of the proposal in concept as requested by the applicant.
- B. The preapplication review fee, as set by resolution of the council, shall be paid at the time preapplication review is requested, and shall be nonrefundable.
- C. The city shall notify owners of property adjacent to the subject property of the date, time and place the preapplication meeting with the Commission will take place.
- D. Review of a preapplication does not guarantee approval of the proposed development through the design review approval process contained in [chapter 17.96](#) of this title.
- E. Information to be submitted with the application shall include, but not be limited to, topography of sufficient detail to represent slope of land, significant rock outcrops, cuts and fills required and similar features; elevations of proposed building pads and public streets providing access, private access drives; preliminary utility extension plans, drainage plans and driveway plans; and description of proposed drilling or blasting, if any. On site information may be required prior to any on site visit to the subject property by the Commission. Such information may include stakes marking boundaries of buildings, centerlines of access drives or other elements of the proposal, and/or poles illustrating proposed heights of structures and also may include recent photographs evidencing impact(s) of the proposed development from various vantage points.
- F. On site review by the members of the Commission is required prior to taking action on said preapplication review. Extreme weather conditions or inordinate depth of snow may cause the Commission to delay said on site review not more than one hundred eighty (180) days.

17.104.070: MOUNTAIN OVERLAY DESIGN REVIEW:

Design review applications shall be made and processed according to the regulations contained in [chapter 17.96](#) of this title and as follows:

- A. Criteria And Standards: The following list of criteria and those contained in section [17.96.080](#) of this title must be considered and addressed by each applicant seeking design review approval. The Commission will use this list of design review criteria along with that contained in section [17.96.080](#) of this title as a basis to determine whether a project is to be approved, approved with conditions or denied:
1. There shall be no building on ridges or knolls which would have a material visual impact on a significant skyline visible from a public vantage point entering the city or within the city. "Material", as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section;
 2. Building, excavating, filling and vegetation disturbance on hillsides which would have a material visual impact visible from a public vantage point entering the city or within the city shall be minimized. "Material", as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section;
 3. Driveway standards as well as other applicable standards contained in [chapter 12.04](#) of this code shall be met;
 4. All development shall have access for fire and other emergency vehicles to within one hundred fifty feet (150') of the furthest exterior wall of any building;
 5. Significant rock outcroppings shall not be disturbed;
 6. International building code (IBC) and international fire code (IFC) and Ketchum fire department requirements shall be met;
 7. Public water and sewer service shall comply with the requirements of the city;
 8. Drainage shall be controlled and maintained to not adversely affect other properties;
 9. Cuts and fills allowed for roadways shall be minimized; lengths of driveways allowed shall be minimized; all cuts and fills shall be concealed with landscaping, revegetation and/or natural stone materials. Revegetation on hillsides with a clear zone of thirty feet (30') around all structures is recommended. Said clear zone shall include low combustible irrigated vegetation with appropriate species, on file with the Ketchum planning department. Revegetation outside of this clear zone should be harmonious with the surrounding hillsides;
 10. Are there other sites on the parcel more suitable for the proposed development in order to carry out the purposes of this section;
 11. Access traversing twenty five percent (25%) or greater slopes does not have significant impact on drainage, snow and earthslide potential and erosion as it relates to the subject property and to adjacent properties;
 12. Utilities shall be underground;
 13. Limits of disturbance shall be established on the plans and protected by fencing on the site for the duration of construction;
 14. Excavations, fills and vegetation disturbance on hillsides not associated with the building construction shall be minimized; and
 15. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.

- B. Application Information: Information to be submitted with the application shall include, but not be limited to, topography of sufficient detail to represent slope of land, significant rock outcrops, cuts and fills required and similar features; elevations of proposed building pads and public streets providing access, private access drives; preliminary utility extension plans, drainage plans and driveway plans; and description of proposed drilling or blasting, if any. On site information may be required prior to any on site visit to the subject property by the Commission. Such information may include stakes marking boundaries of buildings, centerlines of access drives or other elements of the proposal, and/or poles illustrating proposed heights of structures, and also may include recent photographs evidencing impact(s) of the proposed development from various vantage points.

- C. On Site Review: On site review by the members of the Commission is required prior to taking action on said design review application. Extreme weather conditions or inordinate depth of snow may cause the Commission to delay said on site review not more than one hundred eighty (180) days.

**CHAPTER 17.116
CONDITIONAL USES**

17.116.010: CONDITIONAL USE PERMIT:

Conditional uses by definition possess characteristics such as to require review and appraisal by the Commission to determine whether or not the use would cause any public health, safety or welfare concerns. Accordingly, conditional uses, as have been designated throughout this title, shall be allowed only upon the approval of the Commission, subject to such conditions as the Commission may attach. Such approval shall be in the form of a written permit.

17.116.020: OTHER CONDITIONAL USES:

Swimming pools, tennis courts and other similar nonprofit semipublic recreational centers, as a principal use in the GR-L, GR-H and T districts, shall be deemed conditional uses.

17.116.030: CONDITIONAL USE PERMIT CRITERIA:

A conditional use permit shall be granted by the Commission only if the applicant demonstrates that:

- A. The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district;
- B. The conditional use will not materially endanger the health, safety and welfare of the community;
- C. The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood;
- D. The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area, or conditions can be established to mitigate adverse impacts; and
- E. The conditional use is not in conflict with the policies of the comprehensive plan or the basic purposes of this chapter.

17.116.040: PROCEDURE:

- A. Application and Fee: Every person seeking a conditional use permit shall submit an application to the planning department on a prescribed form, accompanied by the appropriate filing fee as approved by the council. Application forms shall be accompanied by supporting information as defined by the application form.
- B. Public Hearing: Prior to granting a conditional use permit, at least one public hearing in which interested persons shall have an opportunity to be heard shall be held before the Commission.
- C. Publication: At least fifteen (15) days prior to the public hearing, notice of the time and place and a summary of the proposal shall be published in the official newspaper or paper of general circulation

within the city. Notice may also be made available to other newspapers, radio and television stations serving the city for use as a public service announcement.

- D. Posting: Notice shall be posted on the premises not less than one week prior to the public hearing.
- E. Mailing: Notice shall also be mailed to property owners or purchasers of record within three hundred feet (300') of the external boundaries of the land being considered. When notice is required to two hundred (200) or more property owners or purchasers of record, alternate forms of procedures which would provide adequate notice may be used in lieu of mailed notice. Said alternate forms of notice shall be per Idaho Code 67-6512 in effect at the time of notice.
- F. Commission Action: Following the public hearing, within sixty (60) days from such hearing, the Commission shall approve, deny or approve with conditions the application for a conditional use permit.

17.116.050: CONDITIONS OF APPROVAL:

Upon the granting of a conditional use permit, the Commission may attach conditions to said permit pertaining to the proposed use, including, but not limited to, those:

- 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.

17.116.060: STUDIES; NONTRANSFERABLE:

Prior to granting a conditional use permit, studies may be required of the social, economic, fiscal and environmental effects of the proposed conditional use. A conditional use permit shall not be considered as establishing a binding precedent to grant other conditional use permits. A conditional use permit is not transferable from one parcel of land to another.

17.116.070: APPLICATION; RESUBMITTAL:

No application for a conditional use permit which has been denied by the Commission or the council

shall be resubmitted in either the same or substantially the same form in less than one year from the date of final action.

17.116.080: TERM OF PERMITS:

Activities permitted by the granting of a conditional use permit (CUP) shall commence within twelve (12) months from the signature of the approved findings of fact for such conditional use permit.

17.116.090: EXTENSIONS:

- A. A conditional use permit, not acted upon, shall expire twelve (12) months after the signing of the approved findings of fact. Upon written request by the CUP holder, the Commission may, in a public hearing, grant one maximum twelve (12) month extension, based on the following considerations:
 - 1. Whether there have been significant amendments to the city's ordinances which will apply to the subject conditional use permit; or
 - 2. Whether significant land use changes have occurred in the project vicinity which would adversely impact the project or be adversely impacted by the project; or
 - 3. Whether hazardous situations have developed or have been discovered in the project area; or
 - 4. Whether community facilities and services required for the project are now inadequate.
 - 5. Whether conditions on the site, including, but not limited to, noxious weeds, unsightly trash or storage conditions, or other items in violation of this code, have occurred during the time that the CUP was not activated.

- B. If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension will not be granted and the head of the planning department and the chair of the Commission shall issue this decision in writing; otherwise the head of the planning department and the chair of the Commission shall administratively approve such extension. No extensions shall be granted for an expired conditional use permit.

- C. This section shall be deemed effective as of July 1, 2007, and shall apply to all conditional use permits granted by the city since this effective date.

**CHAPTER 17.124
DEVELOPMENT STANDARDS**

SECTION:

- 17.124.010: PURPOSE:
- 17.124.020: ACCESSORY BUILDINGS AND USES:
- 17.124.030: HOME OCCUPATIONS:
- 17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:
- 17.124.050: HOTELS:
- 17.124.060: OUTDOOR ILLUMINATION:
- 17.124.070: ACCESSORY DWELLING UNITS:
- 17.124.080: URBAN AGRICULTURE:
- 17.124.090: RESIDENTIAL, LIGHT INDUSTRIAL DISTRICTS:
- 17.124.100: LANDSCAPED YARDS, LIGHT INDUSTRIAL DISTRICTS:
- 17.124.110: RESIDENTIAL EQUESTRIAN FACILITIES AND HOUSEHOLD PETS:
- 17.124.120: DAYCARE BUSINESSES:
- 17.124.130: FENCES, HEDGES AND WALLS:
- 17.124.140: SIDEWALKS, CURBS AND GUTTERS:

17.124.010: PURPOSE:

The purpose of this chapter is to provide specific standards for accessory and principle uses allowed in city zoning districts. These standards are intended to strengthen the city's unique character and lessen the impact that certain uses have on adjoining properties and neighborhoods.

17.124.020: ACCESSORY BUILDINGS AND USES:

A. "Accessory buildings and uses" are permitted in specific districts as listed in the District Use Matrix, section 17.12.020 of this title, and may include, but are not limited to, the following:

Animal containment structures

Cultivation, storage and sale of crops, vegetables, plants and flowers produced on the premises.

Daycare home

Daycare, onsite employees

Energy system, solar and wind

Equestrian facility, residential

Fallout shelters.

Fences, hedges and walls.

Garage.

Home occupations.

Horses and household pets.

Off street loading areas.

Off street parking space.

Outdoor illumination.

Private greenhouses.

Private swimming pool and/or tennis court.

Sawmill, temporary

Signs.

Sheds

Storage containers, not permanently affixed to the ground, used only during the first year of construction. All other temporarily or permanently placed storage containers and trailers used for storage or other commercial purpose which are mobile in nature are prohibited in all zoning districts. Such storage containers are not permitted as a primary use in any zoning district. All such containers existing at the effective date hereof shall be removed within two (2) years from the effective date hereof, unless otherwise requested of, and approved by, the city council.

Storage of merchandise in business and industrial districts.

17.124.030: HOME OCCUPATIONS:

A home occupation shall be allowed as a permitted accessory use in all zoning districts, provided all of the following conditions are met:

- A. Such use shall be carried on only by the inhabitants living on the lot;
- B. Such use shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the character of the dwelling;
- C. The total area used for such purposes shall not exceed twenty five percent (25%) of the floor area of the user's dwelling unit;
- D. There shall be no exterior advertising other than identification of the home occupation;

- E. There shall be only incidental sale of stocks, supplies or products conducted on the premises;
- F. There shall be no exterior storage on the premises of material or equipment used as part of the home occupation;
- G. There shall be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line;
- H. A home occupation shall provide additional off street parking area adequate to accommodate all needs created by the home occupation;
- I. In particular, a home occupation may include, but is not limited to, the following, provided all requirements contained in this chapter are met: art studio, dressmaking or millinery work, professional office, office for insurance or real estate sales, teaching, the renting of rooms to not more than two (2) persons per dwelling, beauty parlors; and
- J. A home occupation shall not be interpreted to include the following: animal hospital, nursing home, restaurant or tourist home.

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

- A. General Requirements. All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "Hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section 17.124.140 of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

- B. Inclusionary Housing Incentive:
 1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied work force housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
 2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community

housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.

- b. After calculating net livable square footage, an allowance can be made for projects with demonstrated ground water issues as documented by a registered engineer. Upon determination by the city that ground water on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
- c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.
- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
- e. The community housing units shall be targeted for Blaine County Housing Authority income category 4 (100% or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the Commission, may be used in place of category four (4). This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
- f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
 - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
- g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
 - (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or

- (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter.

17.124.050: HOTELS:

- A. Hotels may exceed the maximum floor area, height or minimum open site area requirements of this title subject to the following review process:
 1. Planned Unit Development: A planned unit development shall be prepared for the proposal and approved by the city which specifically outlines the waivers to bulk regulations requested.
 2. Subarea Analysis: A subarea analysis shall be prepared which addresses the comprehensive plan designation for the subarea; impacts of the proposed hotel on the character and scale of the surrounding neighborhood; impacts on proposed height and mass relative to the city's design review standards and the PUD standards; and the appropriateness of the subarea for a hotel which exceeds the dimensional standards requirements of sections 17.12.030 and 17.12.040 of this title.
- B. In addition to all other Hotels requirements of this title, the following standards apply to Hotels in the T and CC districts:
 1. Hotel Developments. For hotel developments, community housing calculations apply to all residential units. However, one hundred percent (100%) of the community housing requirement will be waived only for the residential portion of hotel projects that meet the hotel definition adopted by the Ketchum city council.
 2. Employee Housing. Hotel developments are required to mitigate employee housing impacts at a ratio of twenty five percent (25%) of the total number of employees calculated by the following formula: One employee per hotel room or bedroom.
 3. Employee Housing Plan. The applicant shall provide an employee housing plan which outlines the number of employees, income categories and other pertinent data. The employee housing plan shall be the basis of the applicant's proposal for a mix of employee housing which addresses the range of employees needed to serve the hotel.
 4. Alternate Means For Housing. The city council may consider a request by the hotel developer to satisfy any required employee or community housing square footage by alternate means. Off site mitigation, payment of in lieu fees, land in lieu of units, voluntary real estate transfer fees or other considerations may be proposed by the hotel developer. Larger sites are encouraged to include workforce housing on site. The city council has full discretionary power to deny said request.
 5. Zoning Development Agreement. Hotels shall enter into a zoning development agreement with the city as part of the approval process. Said zoning development agreement may address the following subjects: community housing, hotel room uses and restrictions, public access on the property, alternatives and remedies if the hotel use ceases, and any other issues the Commission or city council deems appropriate. Said zoning development agreement shall follow the public hearing process as outlined in [chapter 16.08](#), "Planned Unit Developments", of this code. Said zoning development agreement shall be subject to

sections [17.154.060](#), "Enforcement", and [17.154.070](#), "Modification And Termination", of this title.

6. Number of Floors. Hotels may build a fourth floor. If a site meets the criteria for five-story hotel site designation, a fifth floor may be built. Five-story hotels may only be approved via a planned unit development (PUD) as outlined in [title 16, chapter 16.08](#) of this code.
 - a. Five-Story Hotel Site Designation Criteria. A property shall meet all of the following criteria to be designated as a five-story hotel site:
 - (1) Is located in subdistrict A, retail core of the Community Core District.
 - (2) Has a minimum lot area of thirty three thousand (33,000) square feet.

17.124.060: OUTDOOR ILLUMINATION:

Any parking, yard or building illumination in all zoning districts shall be so directed as to protect adjacent properties from glare and direct lighting and shall comply with the outdoor lighting requirements of chapter 17.132 of this title.

17.124.070: ACCESSORY DWELLING UNITS:

- A. Accessory dwelling units are only permitted as an accessory use to a one-family dwelling.
- B. Unit Size Restrictions. Accessory dwelling units must contain a minimum of three hundred (300) square feet of net livable space, but cannot exceed one thousand two hundred (1,200) square feet of net livable space.
- C. Maximum Building Coverage. The maximum building coverage of an accessory dwelling unit, together with the primary dwelling unit, shall be the coverage requirements of the underlying zoning district specified in the Dimensional Standards, Districts Matrix, section 17.12.030 of this title. If the maximum building coverage requirement causes significant restrictions to the construction of an accessory dwelling unit, an increase of no greater than five percent (5%) may be granted. For example, a coverage requirement in the LR zone cannot be changed from thirty five percent (35%) to greater than forty percent (40%). This coverage increase shall not apply to the CC community core district.
- D. Application. Procedures for obtaining design review approval of accessory dwelling units shall be regulated per section [17.96.060](#) of this title. Required materials and information shall be regulated per section [17.96.070](#) of this title.
- E. Accessory dwelling units shall not be sold separately from the primary residence and shall be limited to long term rental (60 day minimum).
- F. Designated storage shall be provided for all accessory dwelling units.

17.124.080: URBAN AGRICULTURE:

The cultivation of vegetables, fruits, flowers, honey and eggs are subject to the following provisions:

- A. Chickens.

1. The production of eggs and keeping of chickens shall only be allowed as an accessory use to one-family detached dwellings.
2. A maximum of eight (8) chickens are permitted on any one lot. Roosters are prohibited except as allowed in the Agriculture and Forestry District.
3. Chicken coops shall be located in a fully enclosed rear yard and shall be setback at least five (5) from side and rear property lines.
4. Chicken coops shall not be attached to residential buildings.

B. Keeping of Beehives.

All Apiaries kept within the City shall conform to the following standards and conditions:

1. An Apiary is prohibited on a lot or contiguous lots owned by one Owner smaller than 8,000 square feet in area.
2. An Apiary shall consist of no more than two (2) Hives on Lot(s) that are 8,000 – 11,999 square feet in area, three (3) Hives on Lot(s) that are 12,000 to 21,779 square feet in area, and five (5) Hives on Lot(s) that are one-half acre or more in area.
3. Any Apiary shall be maintained only in a side yard or rear yard of a Lot or may be maintained on rooftops.
4. Honeybees shall be kept in Hives with removable frames and shall be kept in sound and usable condition.
5. Hives shall be placed no less than seven feet (7') from any property owned by a person or entity other than the Owner of the real property with the Apiary.
6. The bee hive ingress/egress shall be oriented inward towards the property on which it is located and not oriented towards a neighboring property.
7. Hives shall not be placed within thirty feet (30') of any dwelling unless the owner of such dwelling has given written consent for Hive placement. In the event a dwelling on an adjacent property is constructed after the establishment of an Apiary and the Apiary is within thirty feet (30') of the new constructed dwelling, the Beekeeper shall obtain the written consent for the Hive placement. If written consent cannot be obtained, the Hive(s) shall not be located within thirty feet (30') feet of the dwelling or shall be immediately removed.
8. If any Hive is located within thirty feet (30') of a property owned by a person or entity other than the Owner of the real property with the Apiary, a fence, closed hedge, building or other impervious barrier no less than six feet (6') high and twenty feet (20') in length shall be located between the hive and the adjacent property line. The Hive shall be located in the approximate mid-point of the twenty foot (20') long barrier.
9. Hives kept on rooftops are exempt from the requirements of subsections 17.124.120.B.7 and 17.124.120.B.8 of this ordinance but shall not be visible from view from a public street, excluding alleys.
10. A fresh water supply shall be maintained at all times, except during winter months when the bees are hibernating, within twenty five feet (25') of the Apiary on the real property with the Apiary in order to prevent the bees from congregating at neighboring water sources.
11. No species or subspecies of bee shall kept in the Apiary other than *Apis mellifera*.
12. Queens shall be selected from stock bred for gentleness and non-swarming characteristics.
13. If a colony within the Apiary exhibits aggressive behavior or when the colony includes Africanized bees, such as *Apis mellifera scutella*, the Beekeeper or Owner of the real property with the Apiary shall promptly remove or re-queen the colony.
14. All Hives shall have a legible identification label securely fastened thereupon bearing the name and telephone number of the Beekeeper who owns the Hive.

15. All Apiaries shall comply with the Idaho State Bee Inspection law and other applicable state laws.
16. All Apiaries are subject to inspection at any time by the Administrator to ensure compliance with the standards of this subsection. The Owner of real property with an Apiary is deemed to have given consent to an inspection by the Administrator for the purpose of ensuring compliance with this subsection.

C. Gardens, vegetables, fruits and flowers.

1. The cultivation and storage of vegetables, plants and flowers is allowed as an accessory use to any principle use and is permitted on vacant lots in all zoning districts for personal consumption and may include production by members of a neighborhood or by a non-profit organization.
2. Produced products may be sold off-site in small quantities.

17.124.090: RESIDENTIAL, LIGHT INDUSTRIAL DISTRICTS:

Residential units in the light industrial districts shall comply with the following minimum criteria:

A. Residential units in the light industrial districts shall comply with the following minimum criteria:

1. Dwelling units shall not occupy the ground floor.
2. Design review under chapter 17.96 of this title shall be required whether new building, addition to existing building or remodel of existing building.
3. Up to fifty percent (50%) of any light industrial building may be devoted to dwelling units, unless otherwise specified in the section.
4. Dwelling units shall be owner occupied or used for "long term occupancy", defined as a minimum of ninety (90) consecutive days, and shall not be separated in any manner for sale as individual units.
5. Dwelling units shall be a minimum of four hundred (400) square feet and shall not exceed one thousand (1,000) square feet total and shall contain not more than two (2) bedrooms, unless otherwise specified in this section.
6. The applicant is aware the mixed use of the property can result in conflict, that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units, that due to the subordinate and junior nature of the residential use to the light industrial use, the city will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.
7. All persons who rent or sublet any residential living unit within the light industrial zones shall provide the tenant, lessee or subtenant with written notice that such unit is located within the light industrial zone and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities.
8. Each and every real estate agent, sales person and broker and each and every private party who offers for rent or shows a parcel of real property and/or structure for lease or rent within such light industrial zones shall, upon first inquiry, provide the prospective lessee or tenant, prior to viewing such real property, with written notice that such real property and/or structure is located within such light industrial zone.
9. All brochures and other printed materials advertising rental or lease of a living unit within the light industrial zones shall contain a provision designating that such unit or units are located within the light industrial zone and are within a mixed use area. Lessees and tenants

shall be notified that the residential uses within the light industrial zone are subordinate and, therefore, junior in nature to the legal light industrial activities within the zone.

10. Conditions including, but not limited to, the following may be attached to the conditional use permit:
 - a. Access to the apartments relative to design and relationship to light industrial uses;
 - b. Location of residential and light industrial parking on the site;
 - c. Restrictions on exterior storage of personal property of tenants;
 - d. Certificate of occupancy required prior to occupancy of units;
 - e. Ketchum fire department and Ketchum building department requirements shall be met prior to occupancy;
 - f. Permit shall be reviewed when light industrial occupancies within the building change;
 - g. Snow removal required to ensure utility of residential spaces;
 - h. Such proof of long term occupancy as deemed appropriate;
 - i. Any portion or all waived fees becomes due and payable upon conversion of resident housing unit(s) to light industrial uses; and/or
 - j. Any other condition deemed to enhance the purposes under this use, or to establish or promote the criteria referenced in 1 through 9 of this subsection.
11. The city council, after receiving a recommendation from the Commission, may waive fees otherwise required in connection with development of such rental housing. The following findings shall be made to waive any such fees:
 - a. There is a need for rental housing stock in Ketchum;
 - b. The proposal meets the criteria contained in this subsection;
 - c. The housing proposed is an integral part of the project; and/or
 - d. Ketchum is in an acceptable financial position to waive such fees.

- B. Residential units in the light industrial 3 district (LI-3), in addition to compliance with the criteria of subsection 17.124.090.A, shall comply with the following minimum criteria:
 1. A minimum of one-third ($\frac{1}{3}$) of the total square footage of housing units shall be deed restricted community housing units;
 2. Deed restricted community housing units shall be designed and administered in accordance with the Blaine-Ketchum housing authority guidelines;
 3. The area designated as commercial LI-3 use shall be a minimum of thirty four percent (34%) of the total floor area. Said commercial light industrial use shall not be for personal storage by dwelling occupants; and
 4. Criteria under subsections 2, 3, and 8 through 13 of the use "resident deed restricted, dwelling units" shall be met.
 5. Up to sixty six percent (66%) of any building may be devoted to dwelling units.
 6. Dwelling units shall be a minimum of four hundred (400) square feet and shall not exceed one thousand four hundred (1,400) square feet total and shall contain not more than three (3) bedrooms.

17.124.100: LANDSCAPED YARDS, LIGHT INDUSTRIAL DISTRICTS:

- A. Landscaped Yards: Required yards abutting or across the street from residential districts shall be suitably landscaped to protect the residential areas from undue intrusion of noise, light, odors and other influences. Such landscaping shall consist of at least the following:

1. A solid wall, hedge or fence not less than five (5) nor more than six feet (6') in height along any side or rear yards;
2. One row of deciduous or evergreen trees or a mixture of each placed no further apart than fifteen feet (15');
3. Lawn, low growing evergreen shrub, evergreen or ground cover on the balance of the required landscaped yard; and
4. Landscaping shall be continuously maintained in a neat and tidy manner.

17.124.110: RESIDENTIAL EQUESTRIAN FACILITIES AND HOUSEHOLD PETS:

- A. Riding horses for use of occupants of a lot and their guests may be kept as permitted accessory uses, provided at least one-half ($\frac{1}{2}$) acre on the lot or adjacent lots is exclusively available for the first horse, and one-fourth ($\frac{1}{4}$) acre is exclusively available for each additional horse. Any corral shall be at least fifty feet (50') from any property line.
- B. A maximum of four (4) household pets shall be permitted per dwelling unit, unless the applicant obtains a kennel permit through the Ketchum police department. Household pets kept in aquariums, terrariums and cages shall not be limited in number, shall be clearly incidental and accessory to the residential use and shall not be permitted for commercial purposes.

17.124.120: DAYCARE BUSINESSES:

- A. Daycare homes, facilities and centers are allowed in specific zoning districts as listed in the District Use Matrix, section 17.12.020 of this title and are defined in chapter 17.08 of this title. All daycare uses are prohibited in the Avalanche Zone District.
- B. Daycare businesses must comply with the following criteria:
 1. Daycare homes are only permitted as an accessory use to residential and must be located within an existing residential structure;
 2. Adequate recreational facilities, as determined by the Administrator or Commission, shall be provided;
 3. Sight proof fencing, landscaping and/or additional setback shall be provided between any outdoor play area and adjacent residential uses as deemed necessary by the Administrator or the Commission;
 4. Outdoor play areas and structures shall not be located in the designated front yard;
 5. Outdoor play hours shall be limited to nine o'clock (9:00) A.M. to five o'clock (5:00) P.M., Monday through Friday;
 6. Hours of operation shall be limited to seven thirty o'clock (7:30) A.M. to six o'clock (6:00) P.M., Monday through Friday, unless otherwise approved by the Commission through a conditional use permit;
 7. Townhouse and condominium project, daycare businesses shall require written approval from the homeowners' association;
 8. Must not access from State Highway 75 or Saddle Road;
 9. On-site drop off/pick up parking spaces shall be designed to prevent vehicles from backing onto roadways as deemed necessary by the Administrator or the Commission; and
- C. Daycare uses in the light industrial districts LI-1 and LI-3, in addition to compliance with the criteria of subsection 17.124.080.B of this section, shall comply with the following criteria:

1. On-site employee daycare is only permitted as an accessory use to commercial in the Light Industrial Districts;
2. Drop off/pick up parking spaces and play areas shall be fenced or screened from adjacent light industrial uses as deemed necessary by the Administrator or Commission;
3. The applicant is aware that the use of the property for a daycare business in a light industrial district can result in conflict with adjacent light industrial uses, that certain aspects of a daycare business may not be compatible with certain light industrial uses, that the light industrial uses may, on occasion or in certain respects, be incompatible with a daycare business, that due to the subordinate and junior nature of the daycare business to the light industrial use, the city will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a daycare business, but the city may impose restrictions on certain aspects of the daycare business as it affects neighboring light industrial uses;
4. Daycare providers shall provide all current and prospective customers with a letter or brochure which states that the business is located within the light industrial zone and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities. A copy of such letter or brochure is to be provided to the city prior to conditional use permit approval;
5. Any and all advertisements for a daycare business shall state that the business is located within the light industrial zone and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities;
6. Each and every real estate agent, sales person and broker and each and every private party who offers for lease, rent or sale, or shows a parcel of real property and/or structure for lease, rent or sale within such light industrial zone, shall, upon first inquiry, provide the prospective lessee, tenant or buyer of such real property with written notice that such real property and/or structure is located within such light industrial zone; and

17.124.130: FENCES, HEDGES AND WALLS:

Fences, hedges and walls may be permitted in the various districts as accessory uses in accordance with the following limitations:

- A. In the LR, LR-2, GR-L and GR-H districts, fences, hedges and walls shall not exceed four feet (4') in height when located less than thirty feet (30') from the front lot line;
- B. In the LR, LR-2, GR-L and GR-H districts, fences, hedges and walls shall not exceed six feet (6') in height when located more than thirty feet (30') from the front lot line;
- C. In all other districts, fences, hedges and walls shall not exceed four feet (4') in height when located less than thirty feet (30') from the front lot line and shall not exceed six feet (6') in height when located more than thirty feet (30') from the front lot line;
- D. In all districts, fences, hedges and walls, or any other obstruction to clear vision, shall not be located within seventy five feet (75') of the centerline intersection of two (2) streets unless determined otherwise by the city engineer; and
- E. No barbed wire or other sharp pointed metal fence and no electrically charged fence shall be permitted in any district.

17.124.140: SIDEWALKS, CURBS AND GUTTERS:

In the CC, T, T-3000, T-4000, LI-1, LI-2 and LI-3 zoning districts, sidewalks, curbs and gutters shall be designed and constructed by the applicant when there is new construction or when an existing building is altered or changed and such modifications require a building permit and the cumulative improvement within a three year timeframe constitutes a "Substantial Improvement", in accordance with standards as established by the city as to type, location and grade.

A. Administration:

1. Any person required to install sidewalk, curb and gutter may submit to the Administrator, as part of the design review or building permit process, a request for consideration of in lieu payment. Such requests shall include:
 - a. A description of the property addressing the above listed criteria.
 - b. A design plan for construction of sidewalk, curb and gutter, together with the estimated cost of construction.
 - c. A written request to consider in lieu payment.
2. Such requests shall be considered by the Commission for proposals requiring design review, and by the Administrator for proposals not requiring design review. A recommendation shall be made by the Commission or the Administrator after consulting with the city engineer and the city street department.
3. These recommendations will be forwarded to the council for final approval.
4. Upon approval of said design plan and estimated construction cost by the council, the estimated cost of the construction thereof shall be paid.
5. Each in lieu payment shall be credited by the city against any subsequent assessment(s) against said property, and only the amount of said assessment remaining after deduction of said credit shall be due and payable by the owner of said property pursuant to law.
6. In lieu payments collected shall be maintained in a separate account by the city clerk and used solely for construction of sidewalks, curbs and gutters at locations deemed appropriate by the city.
7. Each person providing in lieu payment for sidewalk, curb and gutter shall also sign an agreement with the city setting forth the terms of this title, together with such other terms and conditions as may be reasonably required in order to meet the spirit and intent of this title or otherwise required by law.

B. Payment In Lieu: A payment shall be made to the city in lieu of providing required sidewalks, curbs and gutters; provided, that one or more of the following criteria are met:

1. The Commission determines that the physical characteristics of the site, due to existing features such as steepness of slope, proximity to waterways, wetlands or other characteristics would cause the installation of sidewalk, curb and gutter to be detrimental to the natural environment and/or impractical;
2. The Commission determines that presence of mature trees or other natural features on the site would cause the installation of sidewalk, curb and gutter to be impractical or undesirable;
3. The Commission determines that sidewalk, curb and gutter are not compatible with the city's long term pedestrian/circulation plan for the street or the area;
4. The Commission determines that the current and planned future condition of adjacent city rights of way indicate that sidewalk, curb and gutter are incompatible; or

5. The Commission determines that another public amenity, such as a bicycle lane, is preferred over sidewalk, curb and gutter.

**CHAPTER 17.125
OFF-STREET PARKING AND LOADING**

SECTION:

- 17.125.010: PURPOSE
- 17.125.020: GENERAL
- 17.125.030: OFF-STREET PARKING SPACE
- 17.125.040: OFF-STREET LOADING
- 17.125.050: OFF-STREET PARKING AND LOADING CALCULATIONS
- 17.125.060: COMMUNITY CORE DISTRICT OFF-STREET PARKING
- 17.125.070: SHARED PARKING REDUCTION:

17.125.010: PURPOSE:

The regulations of this chapter are intended to promote the efficient use of land by establishing minimum parking and loading requirements for specific land use categories.

17.125.020: GENERAL:

A. Applicability.

1. Off-street parking standards of this chapter apply to any new development and to any new established uses.
2. The off-street parking standards of this chapter 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.
3. Off-street parking shall be required for any change of use or change of operation that would result in a requirement for more parking than the existing use. Additional parking shall be required only in proportion to the extent of the change, not for the entire building or use.
4. Areas for deliveries and loading shall be required to ensure that loading and deliveries do not constrain fire access, street safety, or use public streets for deliveries.

17.125.030: OFF-STREET PARKING SPACE:

- A. Every use shall provide at least the minimum number of parking spaces required for that use based on the formulas listed in section 17.125.050 of this chapter, unless otherwise provided for in this title. Further, the minimum parking space and aisle dimensions are as follows:

Angle	Width (Feet)	Length (Feet)	Aisle Width (Feet)
90 degrees	9.0	18	24
60 degrees	9.0	21	18
45 degrees	9.0	19.8	15
Parallel	8.0	23	-
ADA spaces shall meet the dimensional requirements as outlined in the current ADA Standards for Accessible Design.			

- B. Compact vehicle spaces. Commercial uses, hotels and lodges with a minimum of ten (10) or more spaces on the property may have up to ten percent (10%) of the required spaces marked for compact vehicles. Compact vehicle spaces must be a minimum of eight feet (8') wide and sixteen feet (16') long with aisle widths in accordance with the table above. These spaces shall be designed, designated, marked and enforced as compact spaces.
- C. All area counted as off-street parking space shall be unobstructed and kept clear of snow and free of other uses.
- D. Unobstructed access to and from a street shall be provided for all off-street parking spaces.
- E. All open off-street parking spaces shall be surfaced with asphalt or cement concrete. Compacted gravel or other dustless material may be used for surfacing only upon approval by the Commission.
- F. Off-street parking spaces may be provided in areas designed to serve jointly two (2) or more buildings or users; provided, that the total number of off-street parking spaces shall not be less than that required by this title for the total combined number of buildings or uses, unless a reduction is approved through a Shared Parking plan in compliance with section 17.125.070 of this chapter, or otherwise specified.
- G. Lighting used to illuminate off-street parking areas shall be directed away from residential properties, and such parking areas shall be effectively screened on any side adjoining a residential zone by a wall, fence or hedge to a height of six feet (6'), except for the front yard setback area of the adjoining residential property, in which case, the maximum height shall be three feet (3').
- H. A maximum of thirty five percent (35%) of the linear footage of any street frontage can be devoted to access to off-street parking. Corner lots that front two (2) or more streets may select either or both streets as access but shall still not devote more than thirty five percent (35%) of the total linear footage of street frontage to access to off-street parking.
- I. Off-street parking spaces may be located directly off the alley if the width of the alley can adequately accommodate the parking. No parking stall shall project into an alley, sidewalk, or street. All alleys used as access to loading areas and/or to an off-street parking space or spaces shall be surfaced with asphalt or cement concrete. Compacted gravel or other dustless material may be used for surfacing only upon approval by the Commission.
- J. The owner or manager of the property shall maintain parking lots so that they are in good, safe and usable condition and free of public nuisances such as trash and weeds.
- K. All parking lots shall be designed with adequate on site drainage facilities to prevent the drainage of water onto adjacent properties or walkways or into the public right of way.
- L. All parking and service areas that are adjacent to a street shall be buffered from public views by a combination of landscaping and fences/walls. Such improvements will be for the purpose of beautification. For safety purposes, views of the parking and services areas from the sidewalk and street should not be obscured.

M. All surface parking lots shall be designed with either an underground heating system to facilitate the removal of snow or a storage area for plowed snow. The storage area shall be one hundred fifty (150) square feet for every fifty five feet (55') of linear lot width.

17.125.040: OFF-STREET LOADING AREAS:

In the LI-1, LI-2 and LI-3 districts, off-street loading areas (containing 180 square feet with no one dimension less than 10 feet) shall be required as an accessory use for new construction or major additions involving an increase in floor area, as follows: One off-street loading space for floor area in excess of two thousand (2,000) square feet, provided no loading space occupies any part of a public street, alley, driveway or sidewalk; except, that where practicable to do so, an alley may be used in lieu of the requirement of this section if prior permission is granted by the Commission.

17.125.050: OFF-STREET PARKING AND LOADING CALCULATIONS:

The following rules apply when computing off-street parking and loading requirements:

- A. Multiple Uses. Lots containing more than one use shall provide parking in an amount equal to the total of the requirements for all uses, unless a reduction is approved through a Shared Parking plan in compliance with section 17.125.070 of this chapter, or otherwise specified.
- B. Fractions. When measurements of the number of required spaces result in fractions, any fraction of one-half or less will be disregarded and any fraction of more than one-half will be rounded upward to the next highest whole number.
- C. Area Measurements. Unless otherwise specifically noted, all square footage-base parking and loading standards are to be computed on the basis of gross floor area (GFA).
- D. Employee-Based Standards. For the purpose of computing parking requirements based on employees the calculation shall be based on the largest number of persons working on any single shift.
- E. Unlisted Uses. Upon receiving a development application for a use not specifically listed in the Off-Street Parking Matrix, the Administrator shall apply the off-street parking standard specified for the listed use that is deemed most similar to the proposed use or require a parking study in accordance with this chapter.
- F. Nonconforming Due to Lack of Parking. No lawfully existing building shall be deemed to be a nonconforming building solely because of lack of parking spaces; provided, that space being used for off-street parking or loading in connection with any such building at the effective date hereof shall not be further reduced in area or capacity.
- G. Off-street parking requirements apply to uses in all districts, unless otherwise specified.

17.125.050 – Off-Street Parking Matrix

<i>Specific Uses</i>		<i>Parking Spaces Required</i>	
RESIDENTIAL	Assisted Living Facility	One (1) space per 4 beds + one (1) space per fulltime doctor and two (2) spaces per each three (3) other employees	
	Community Housing Units, CC District	No parking is required	
	Dwelling, Multi-Family	1.5 spaces for every 1,500 net square feet of residential space	
	Dwelling, One-Family/two Attached Townhouse Units	1.5 spaces per dwelling unit	
	Residential, CC District	One (1) space per 1,500 net square feet	
	Residential Project, four (4) or more dwelling units	1.5 spaces per dwelling unit + one (1) guest space per four (4) dwelling units	
	Residential Units, Industrial Districts	One (1) space per bedroom	
COMMERCIAL	Bowling Alley	Three (3) spaces per lane	
	Building Maintenance	One (1) space per 800 gross square feet, + adequate loading area for trucks	
	Carwash	Two (2) short-term holding spaces per service bay, + One (1) per employee	
	Clinic/Medical Care Facility	One (1) space per 300 gross square feet	
	Daycare ¹	One (1) space per full-time nonresident staff member	<i>Requirements for drop off/pick up spaces:</i> Daycare home: One (1) drop off/pick up space Daycare facility: Two (2) drop off/pick up spaces Daycare center: One (1) drop off/pick space per 8 children, or fraction thereof, which may be legally cared for within the center
	Daycare, Industrial Districts ¹	One (1) space per 250 square feet	
	Drive-In Restaurant	One (1) space per 60 square feet of floor area	
	Firewood Operation	One (1) space per 800 gross square feet, + adequate loading area for trucks	
	Gas Station	Two (2) short-term holding spaces per fuel pump, + three (3) spaces per service bay	
	Grocery Store	One (1) space per 200 square feet of floor area	

Health and Fitness Facility	One (1) space per every six (6) seats or one (1) space per 60 square feet of floor area, whichever is greater
Health and Fitness Facility, Industrial Districts	One (1) space per 250 gross square feet
Hospital	One (1) space per 1,000 square feet of floor area + one (1) space per four (4) regular employees
Hotel, Lodging Accommodation, Tourist Homes	0.75 spaces per room
Instructional Service	One (1) space per 75 square feet usable dance floor area
Laundromats and Dry Cleaners	1 space per 250 square feet
Laundry Facility, Bulk Industrial	One (1) space per 500 gross square feet, + adequate loading area for trucks
Manufacturing or Assembly Establishment	One (1) space per employee, based on the greatest number of employees at any one time
Manufacturing, Industrial District	One (1) space per 500 gross square feet, + adequate loading area for trucks
Motor Vehicle Service	One (1) space per 250 gross square feet, plus five (5) storage spaces per service bay
Office	One (1) space per 300 gross square feet
Office, Industrial Districts	One (1) space per 250 gross square feet
Places of Assembly, including schools and religious institutions and similar uses	One (1) space per every six (6) seats or One (1) space per 60 square feet of floor area, whichever is greater
Printing and Publishing Services	One (1) space per 250 square feet
Professional Service, CC District	Two (2) spaces per 1,000 gross square feet
Public Use	One (1) space per 1,000 gross square feet
Public Utility Facility	One (1) space per 500 gross square feet, + adequate loading area for trucks
Recording Studio	One (1) space per 500 gross square feet, + adequate loading area for trucks
Recycling Facility	One (1) space per 500 gross square feet, + adequate loading area for trucks
Research Development and High Technology Industries	One (1) space per 250 square feet
Restaurant, Bars and Eating/Drinking Establishments	One (1) space per 100 square feet of assembly area
Restaurant, Industrial Districts	One (1) space per 250 square feet
Retail Trade	One (1) space per 300 square feet
Retail Trade, CC District	Two (2) spaces per 1,000 gross square feet
Retail Trade, Industrial Districts	One (1) space per 250 square feet
Self-Storage and Warehouse	One (1) space per employee

	TV and Radio Broadcast Stations	One (1) space per 500 gross square feet, + adequate loading area for trucks
	Veterinarian and Pet Grooming Service	One (1) space per 250 square feet
	Wholesale	One (1) space per 500 gross square feet, + adequate loading area for trucks

Notes:

1. For daycare businesses which require more than one drop off/pick up space, the additional spaces over one may be on the street; provided, that for each drop off/pick up space required, there are three legal spaces located within 50 feet of the property which can be reached without crossing a street.

17.125.060: COMMUNITY CORE DISTRICT OFF-STREET PARKING REQUIREMENTS

The parking requirements listed in this section are specific to the Community Core District and are in addition to requirements listed in this chapter and the Off-Street Parking Matrix, section 17.125.050 of this chapter.

- A. The minimum number of parking spaces provided on-site shall be four (4) spaces per five thousand five hundred (5,500) square feet of lot area, unless fewer spaces are required by the Off-Street Parking Matrix, section 17.125.050 of this chapter. Required parking shall be located on-site prior to utilization of on-street parking credit. A reduction in off-street parking may be obtained through the provision of an approved Shared Parking plan in compliance with section 17.125.070.B of this chapter, or otherwise specified.
- B. In a circumstance where the Off-Street Parking Matrix results in a requirement of more than four (4) parking spaces, four (4) on-street parking spaces per five thousand five hundred (5,500) square feet of lot area may be credited toward the required parking demand after the required four (4) space minimum on site is satisfied.
- C. For all commercial and mixed use projects, and for any residential projects with more than four (4) units, at least one accessible parking space shall be provided on site. All accessible parking space requirements of the current building code as adopted by the city shall be met.
- D. Except as provided in section 17.125.070 of this chapter, one hundred percent (100%) of the parking demand unmet by off-street parking spaces may be met with a payment in lieu.
 - 1. The in lieu fee amount shall be determined annually by the city council based on the cost of land, the construction cost of structured parking above, on or below ground, the amount of land needed for each parking space and access, landscape areas and other amenities, the cost of physical improvements to the property including grading, compaction, drainage, asphalt, concrete, landscaping, lighting, striping and other amenities as may be considered appropriate.
 - 2. Payment of in lieu fees must be made to the city at the time of issuance of a building permit.
- E. All in lieu funds received under subsection D of this section shall be placed into a special and separate transportation improvement and acquisition fund to be used primarily for transit improvements and parking management programs, such as paid parking, that address the demand

for physical parking on-site in the CC district and secondarily for the purchase, construction and improvement of public parking facilities.

17.125.070: SHARED PARKING REDUCTION

A. Shared Parking Reduction in Tourist Districts. A shared parking reduction by conditional use permit in all tourist zoning districts may be allowed as follows:

1. A reduction to parking requirements for individual accessory uses within a mixed use development in which lodging is the primary use may be made upon the granting of a conditional use permit according to the following schedule:
 - a. Restaurant and bar: Minimum one space per two hundred (200) square feet of seating area.
 - b. Conference facilities: Minimum one space per two hundred (200) square feet of seating area.
 - c. Retail and repair shops: Minimum one space per six hundred (600) square feet of net floor area.
2. The Commission may grant the reduction or a partial reduction after considering the following standards and criteria:
 - a. The accessory use(s) commonly provides a service to patrons of the primary use.
 - b. The capacity of the accessory use(s) is not in excess of the capacity of the primary use.
 - c. The operating of the accessory use(s) is staggered.
 - d. The hour(s) of peak parking demand for each use is different.
 - e. Existing on street parking is available for public use.
3. A reduction to parking requirements for lodge units within a mixed use development may be made upon the granting of a conditional use permit according to the following schedule: Hotels and lodges, a minimum 0.66 space per room.
4. The Commission may grant the reduction or a partial reduction after considering the following standards and criteria:
 - a. Public, recreation facilities and adjoining complementary uses are within walking distance.
 - b. Existing tourist housing accommodations are within walking distance.
 - c. Public transit is available and within walking distance.
 - d. Pedestrian facilities and amenities are existing within the neighborhood.
5. Employee parking is required at the rate of ten percent (10%) of total required spaces after reductions are provided.
6. The total parking required shall not be less than one space per room.

B. Shared Parking Reduction in the CC District. A shared parking reduction in the CC District may be proposed by an applicant through a project specific parking solution to address parking demand unmet by on-site parking spaces for approval by the city. The applicant shall submit a parking analysis and plan that demonstrates how parking demand is addressed.

Chapter 17.127
SIGNAGE

SECTION:

17.127.010: PURPOSE AND INTENT

17.127.020: APPLICABILITY

17.127.030: APPLICATION AND PROCEDURE:

17.127.040: GENERAL

17.127.050: PERMENANT SIGN SPECIFICATIONS BY TYPE

17.127.060: TEMPORARY SIGN SPECIFICATIONS BY TYPE

17.127.070: EXISTING CONFORMING, NONCONFORMING, ILLEGAL AND ALLOWABLE SIGNS

17.127.080: VIOLATIONS AND ENFORCEMENT

17.127.010: PURPOSE AND INTENT:

Purpose and Intent: Regulations addressing the number, location, size and placement of signs, symbols, markings, and other advertising devices are necessary and intended to maintain the attractiveness and orderliness of Ketchum, to protect the city's appearance, and to protect the public safety. As a historic mountain resort community with a significant tourist economy, the visual quality and character inherent in and around the city is enhanced by the application of sign regulations that produce a deliberate, clean appearance while providing flexibility and creativity of design.

The sign regulations have been developed to:

- A. Enhance the attractiveness and economic well-being of the city as a place to live, vacation and conduct business,
- B. Enable the clear identification of places of business and residences,
- C. Allow for flexibility and creativity in the communication of information necessary for the conduct of commerce,
- D. Encourage signs that are designed with consideration of their surroundings, including building materials, architectural style and scale of development,
- E. Protect the public health, safety and welfare of persons in the community,
- F. Reduce hazardous situations, confusion and visual clutter caused by proliferation, improper placement or illumination, and/or bulk of signs which compete for the attention of pedestrian and vehicular traffic, and
- G. Facilitate pedestrian orientation of commercial core zoning district, retail subdistrict by maintaining the function of public sidewalks by reducing obstructions.

17.127.020: Applicability:

- A. General: Signs shall be allowed within the city according to the regulations contained in this section. It shall be unlawful to erect or otherwise display a sign, including, but not limited to, symbols, markings and other advertising devices, without complying with the applicable terms and provisions of this section.
- B. Sign Permit Required: Prior to erecting, constructing, placement, relocation, alteration, and/or modification of any permanent or temporary sign or banner, a sign permit shall be obtained from

the city except as exempted in subsection B4 of this section. Such application for sign permit shall be subject to standards, procedures, and other requirements of this section.

- C. Interest On The Premises: Regardless of any provisions of this section, signs in any district shall identify or advertise only interest conducted on the premises.

- D. Permit Exemptions: The following signs are exempt from permit requirements of this subsection but shall conform to specifications and definitions of chapter 17.08 of this title as noted:
 - 1. Signs erected by a government or public agency approved through resolution in the public right of way, including, but not limited to, posting or display of an official notice by a public agency, advertising on public transit vehicles, and public utility signs for directional, warning or information purposes;
 - 2. Signs and notices required by a public agency to be posted on private property according to local and state code;
 - 3. Any sign inside a building not visible from the exterior of the building;
 - 4. Signs, business names or logos affixed to the body or window of licensed, registered vehicles that are used for normal day to day operations of businesses, regardless of whether the businesses are located within Ketchum, except as prohibited under subsection B5f of this section;
 - 5. Merchandise displayed in windows that does not involve copy;
 - 6. Signs not to exceed six (6) square feet, maximum of two (2) sides for residential zoning and uses;
 - 7. Campaign signs located on private property pertaining to a specific election displayed not earlier than forty five (45) days prior to the election and removed within five (5) days after the election;
 - 8. Holiday decorations that are noncommercial signs or other materials temporarily displayed on traditionally accepted, civic, patriotic and/or religious holidays, provided such decorations are maintained in safe conditions, do not constitute a fire hazard, and that the decorations comply with [chapter 17.132](#), "Dark Skies", of this title. LED lighting may be utilized;
 - 9. Incidental signs;
 - 10. Real estate signs in conformance with specifications contained in subsections F5a and F5b of this section;
 - 11. Yard sale signs, community organization sponsored and private residential, limited to posting twenty four (24) hours in advance and removed the following day;
 - 12. One gas filled light tube (neon or facsimile) per business, provided it does not exceed four (4) square feet and it is displayed from the inside of the building;
 - 13. Other interior signs, visible from the exterior of the building, not to exceed four (4) square feet.

- E. Prohibited Signs: The following signs shall be prohibited in all zoning districts:
 - 1. Signs located within any public street, right of way, or other public property, except as allowed in this title.
 - 2. Signs with intermittent or flashing illumination, animated or moving signs and video/television/computer displays visible from any public street, right of way or other public property.
 - 3. Any sign located so as to conflict with the clear visibility of public devices controlling public traffic or to impair the safety of a moving vehicle by distracting the vision of the driver.

4. Roof signs, except historic signs or replicas of historic signs as allowed in this title.
5. Signs with a translucent plastic or other translucent material background which are internally lit or backlit.
6. Signs placed in or affixed to vehicles and/or trailers that are parked so as to be visible from a public right of way where the apparent purpose is to sell said vehicle, advertise a product, service or activity or direct people to a business or activity.
7. Signs emitting sound.
8. Any inflatable object used for promotional or sign purposes.
9. LED lighting in conjunction with signage when the source is visible, except when used with holiday decorations.
10. Beacons.

17.127.030: APPLICATION AND PROCEDURE:

The following shall apply to all signs proposed in all zoning districts:

A. General Sign Permit:

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

B. Master Signage Plan For New Construction:

1. Application: A complete master signage plan that may include a building identification sign shall be submitted at the time of design review application for any new construction for all hotels, commercial, industrial, multi-family residential and mixed use projects. A master signage plan shall include, but not be limited to, directional, tenant, advisory, and technical information published and updated from time to time by the city and shall show how the plan is integrated with the architecture of the building. Materials required for design review are more specifically listed in [chapter 17.96 of](#) this title.
2. Procedure: The Commission shall consider and decide on the master signage plan together with the application for design review of the building.
3. Individual Tenant Sign Permits Required: Following approval of a master signage plan, separate sign permits shall be required for all new signs prior to installation following the application and procedure contained in subsection C1, "General Sign Permit", of this section.

C. Existing Multi-Unit/Tenant And Private Institutional And Other Commercial Buildings:

1. Application: Existing multi-tenant buildings (2 or more businesses or residences) and institutional and other commercial buildings shall submit a master signage plan when any tenant applies for new signage, except when new signage remains consistent with existing signage for the building.
2. Procedure: Master signage plans for existing buildings shall be considered and decided administratively by the city.

3. New Businesses In Existing Buildings: A new business in a multi-tenant building must comply with a previously approved sign plan, unless a new sign plan for all tenants is submitted and approved.

D. Historic Sign Replicas and Preservation Of Landmark Signs:

1. Application: Applications shall be made according to subsection C1a of this section.
2. Procedure: Applications shall be considered and decided by the Ketchum city council utilizing the presumption that "historic" is considered to be fifty (50) years or older. However, applications for historic sign replicas and landmark signs shall be found to meet the definition contained in subsection G of this section.
3. Sign Area: Sign area for historic sign replicas and landmark signs shall not count toward total signage limitations.

17.127.040: GENERAL:

The following shall apply to all signs proposed in all zoning districts:

A. Safety:

1. All signs shall be structurally sound and maintained in accordance with all applicable provisions of the international building code edition currently adopted by the city.
2. Signs shall not be located in a manner that interferes with pedestrian or vehicular travel or poses a hazard to pedestrians or vehicles.

B. Computations:

1. Sign Area: Sign area shall be measured as the area contained within the smallest polygonal shape that will enclose both the copy and the background. Sign copy mounted as individual letters or graphics against any part of a building or structure that does not have a distinct background, shall be measured as the sum of the smallest rectangle or square that will enclose each word and graphic. Where a sign consists of more than one face, section or module, all areas shall be totaled.
2. Sign Height For Freestanding And Sandwich Board/Portable Board Signs: The height of a sign shall include the frame, if any, and be computed as the distance from the base including feet of the sign, except as provided herein, at normal grade to the top of the highest attached component of the sign. Normal grade shall be the lower of either existing grade or the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating. When the normal grade cannot be reasonably determined, the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower, shall be used as normal grade.

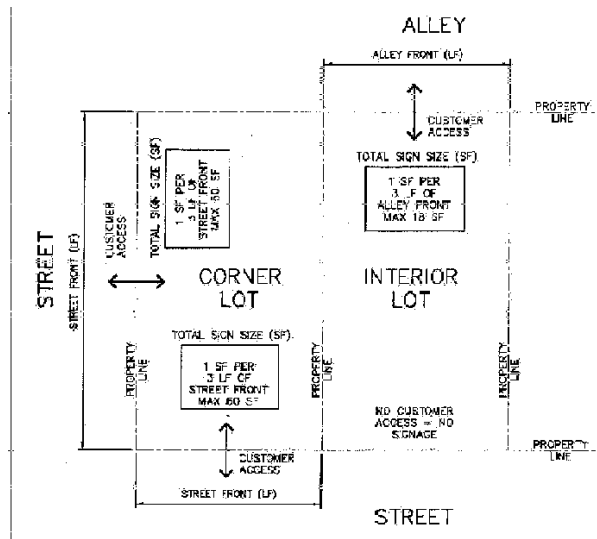
C. Size Permitted By Use: All uses are entitled to display signs on each street or alley frontage to which the business or residence has direct access, provided the following maximum total sign area is not exceeded:

1. For single-family residences the total area of all signs shall not exceed six (6) square feet.
2. For multi-family subdivisions (including residential condominium and townhouse subdivisions), the total area of all signs shall not exceed eighteen (18) square feet.
3. For all other permitted commercial and mixed uses the total combined area of all signs on each building street frontage shall be based on the building's linear street frontage. Each

building street frontage with direct customer access is permitted one square foot of signage for every three feet (3') of linear street frontage, not to exceed a total of sixty (60) square feet. Each street frontage with direct customer access is considered separately.

- a. Each individual permitted commercial and mixed use is limited to two (2) signs that are parallel to the street frontage with direct customer access and one sign that is perpendicular to the street frontage with direct access.
- b. Where building(s) have no street frontage and direct customer access is from an alley, the building is permitted one square foot of signage for every three feet (3') of linear alley frontage, not to exceed eighteen (18) square feet; and each individual permitted commercial and mixed use is allowed one sign parallel to the alley frontage with direct access and one sign that is perpendicular to the alley with direct access.

COMMERCIAL AND MIXED USE SIGN SIZE



D. Sign Lighting Regulations: The following shall apply to all signs proposed in all zoning districts:

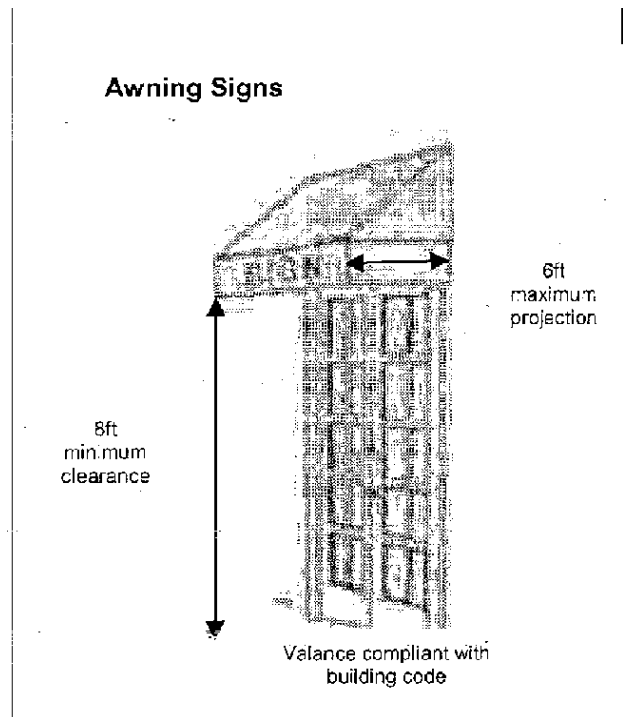
1. External illumination of signs shall conform to [chapter 17.132](#), "Dark Skies", of this title and be designed, located, shielded and directed in such a manner that the light source is fixed and is not directly visible from any adjacent public right of way, surrounding property, or motorist's vision.
2. Internal lighting or backlighting shall be limited to letters or logos provided the sign background and other sign elements are not so lit. The amount of light generated from the lighting on letters or logos are encouraged to conform to [chapter 17.132](#), "Dark Skies", of this title.
3. Gas filled light tube (neon or facsimile) signs with tubes exposed to view of any size may be utilized inside the premises provided they are not visible from any public right of way, street, surrounding property or motorist's vision except as allowed by subsection B4I of this section, permit exemptions. One gas filled light tube (neon or facsimile) per business, provided it does not exceed four (4) square feet and it is displayed from the inside of the building.

4. LED lighting may be utilized provided the light source is recessed and not directly visible from any adjacent public right of way, surrounding property, or motorist's vision.
- E. Signs Overhanging Public Rights Of Way: All signs, awnings, and marquees allowed to overhang a public right of way shall be subject to building code compliance, release of city liability, maintenance, safety, removal upon demand of the city, and other conditions at the time of permit issuance and prior to installation. The sign permit shall constitute an agreement between the applicant and the city concerning the public right of way.

17.127.050: PERMANENT SIGN SPECIFICATIONS BY TYPE:

The following categories of permanent signs shall comply with the applicable specifications and shall be counted toward the total permissible signage specified in subsection C of this section.

- A. Awning Or Marquee Sign (Requires Sign Permit):



1. Signs are encouraged to be on the valance or front face of the awning.
2. All awning signage shall be calculated into the total signage allowed per business or service.
3. Lettering for awning and marquee signs shall not exceed a height of eight inches (8").
4. The height and width of the awning or marquee copy shall be limited to eighty percent (80%) of the area of that face of the awning or marquee.
5. Awnings on any level of a building may only contain signage regarding the business or service located on that level.
6. The following techniques may be used to illuminate awning and marquee signs:
 - a. External lighting for awning signs.

- b. External lighting or backlighting behind individually mounted letters for marquee signs. Internally illuminated box signs are prohibited on marquees.

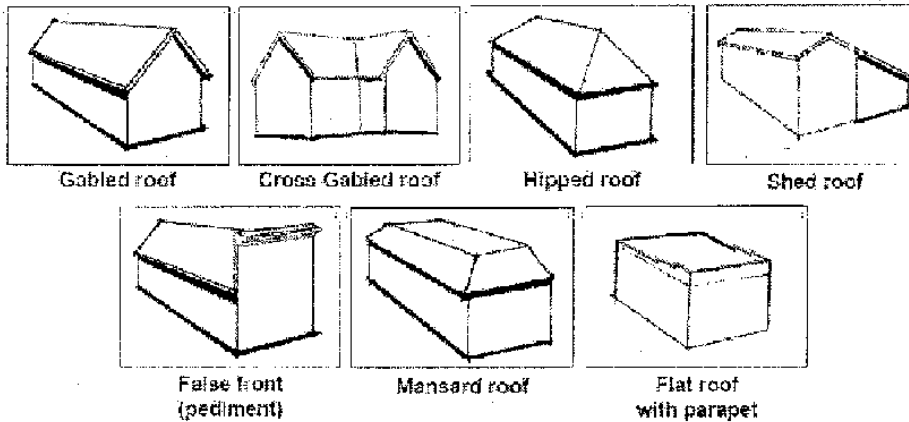
AWNING AND MARQUEE SIGN SUMMARY

Maximum Area Of Copy	Maximum Letter Height	Clearance To Grade
80 percent of area of face	8 inches or 80 percent of height of valance, whichever is less	8 feet minimum

B. Wall Signs (Requires Sign Permit):

1. Any building facade shall not have a wall sign more than forty percent (40%) of the unbroken facade area.
2. No part of the sign may extend higher than the lowest portion of a flat roof, the top of a parapet wall, the vertical portion of a mansard roof, the eaves line or fascia and rake fascia of a gable, gambrel, or hipped roof.

Typical Roof Types

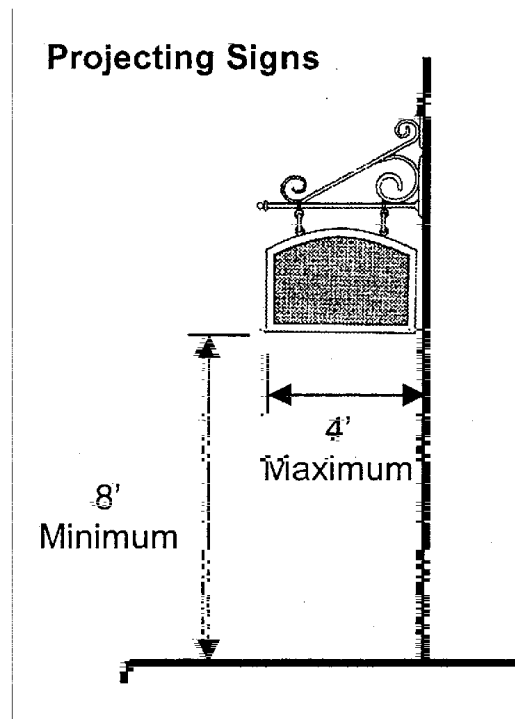


1. Wall signs may be mounted or painted on the gable wall as long as the top of the sign does not extend above any part of the fascia or above the second floor of the building. In the case a gable element is combined with a flat roof, the wall sign mounted on the gable wall may not extend above the lowest portion of the flat roof or top of the parapet wall.

C. Window Signs (Requires Sign Permit):

1. Window signs shall not occupy more than twenty five percent (25%) of the total area of a single window surface on a window or door. A "single window surface" is defined as an area of glass that is separated by mullions or frames.
2. Window signs on the second story may only contain signage regarding the business or service located on that story.
3. Any sign located inside a building within three feet (3') of an exterior window shall be counted as a window sign. All video displays visible from an exterior window are prohibited per subsection B5b of this section.

D. Projecting Signs (Requires Sign Permit):



1. Projecting signs shall not extend more than four feet (4') from the building.
2. Projecting signs that hang from the bottom of or underneath a balcony, colonnade or arcade shall not exceed a width of four feet (4') and shall be centered within the balcony, colonnade or arcade.
3. The lowest point of a projecting sign that hangs over a sidewalk, plaza, or pedestrian walkway shall be at least eight feet (8') above the grade of the sidewalk, plaza, or pedestrian walkway for all new buildings. Existing buildings where eight feet (8') above the grade of the sidewalk is not possible, seven feet (7') may be approved by the city.
4. On multi-story buildings, the top of a projecting sign shall be located below the windows on the second floor of the building.
5. Only one projecting sign shall be allowed per storefront entrance.
6. The maximum profile, or thickness, of a projecting sign shall be six inches (6").

7. No part of the sign may extend higher than the lowest portion of a flat roof, the top of a parapet wall, the vertical portion of a mansard roof, the eaves line or fascia and rake fascia of a gable, gambrel, or hipped roof.
8. Sign copy may change without additional permitting provided the dimensions remain the same as originally applied for and permitted; and shall not be considered a temporary sign or a "changeable copy sign".

PROJECTING SIGN SUMMARY

Maximum Area	Maximum Height	Clearance Minimum	Projection Maximum
Determined by height, clearance and projection parameters	The top of projecting signs shall be located below the windows on the second floor of the building	8 feet	4 feet
Maximum projecting length - 4 feet			
Maximum profile, or thickness - 6 inches			

E. Directory Sign (Requires Sign Permit):

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

F. Freestanding Signs (Requires Sign Permit):

1. Freestanding signs of the dimensions allowed in this subsection may be located within the front or side yard of a property. A twenty five foot (25') clear zone shall be maintained between any portion of the sign and any street corner, street intersection, curb cut or driveway. The twenty five foot (25') clear zone shall be measured to the nearest edge of the driving surface of the street corner, street intersection, curb cut or driveway.
2. Freestanding signs that meet the dimensions allowed in subsection E4, "Projecting Signs", of this section, may project over the public right of way provided the maximum encroachment is twelve (12) square feet on each of two (2) sides.
3. The maximum total sign area for all freestanding and monument signs on any one lot shall not exceed one-half ($1/2$) square foot of sign area for each linear front footage of the principal building, existing or under construction with an approved and valid building permit, but not to exceed twenty (20) square feet on each side and shall be included in total sign area allowed.

4. Maximum height shall be twelve feet (12') measured from normal grade to highest attached component of the sign; except for single-family residential uses, maximum height shall be five feet (5').
5. Maximum width shall be six feet (6').
6. Either one freestanding or one monument sign is permitted per building street frontage.
7. If the freestanding sign serves multiple tenants, then the name of the building or the development and the major tenants within the building or development may be provided on the sign.
8. The area surrounding a freestanding or monument sign shall be landscaped.

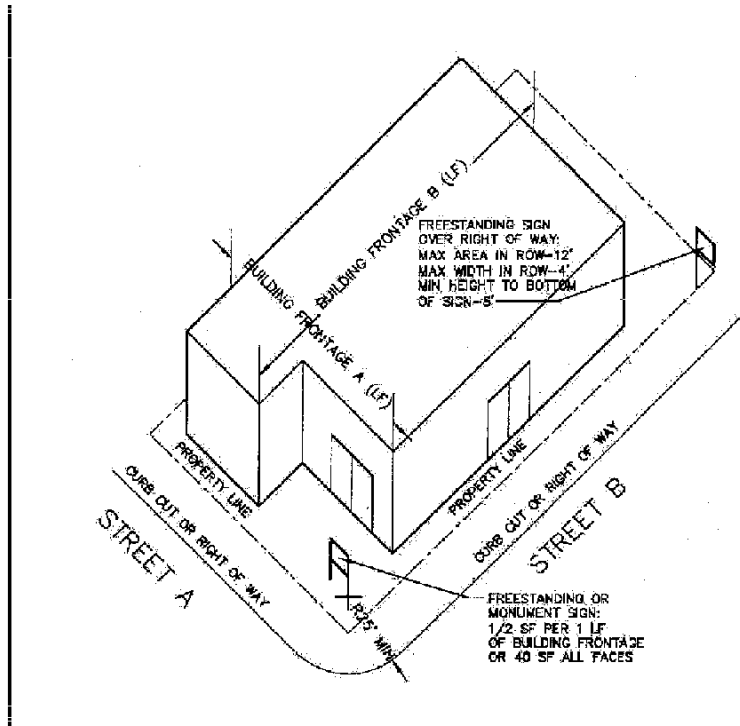
FREESTANDING SIGN SUMMARY

Maximum Area	Maximum Height	Setback	Location
1/2 square foot sign area per 1 foot linear front footage of principal building maximum of 40 square feet all faces (freestanding and monument total)	12 feet - commercial uses 5 feet - single residential uses	None required	Clear zone of 25 feet within both sides of a street corner

G. Monument Signs (Requires Sign Permit):

1. Monument signs may be located within the front or side yard of a property near driveway and pedestrian entrances. A twenty five foot (25') clear zone shall be maintained between any portion of the sign and any street corner, street intersection, curb cut or driveway. The twenty five foot (25') clear zone shall be measured to the nearest edge of the driving surface of the street corner, street intersection, curb cut or driveway.
2. The maximum total sign area for all freestanding and monument signs on any one lot shall not exceed one-half (1/2) square foot of sign area for each linear front footage of the principal building, existing or under construction with an approved and valid building permit, but not to twenty (20) square feet on each side and shall be included in total sign area allowed.
3. Maximum height shall be eight feet (8') including the base measured from finished grade to the highest portion of the monument; except for single-family residential uses, maximum height shall be five feet (5').
4. Maximum width shall be six feet (6').
5. Either one freestanding or one monument sign is permitted per building street frontage.

FREESTANDING AND MONUMENT SIGNS



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

MONUMENT SIGN SUMMARY

Maximum Area	Maximum Height	Setback	Location
1/2 square foot sign area per 1 foot linear front footage of principal building maximum of 40 square feet all faces (freestanding and monument total)	8 feet - commercial uses 5 feet - single residential uses	None required	Clear zone of 25 feet within both sides of a street corner

17.127.060: TEMPORARY SIGN SPECIFICATIONS BY TYPE:

The following categories of temporary signs shall comply with the applicable specifications and shall not be counted toward the total permissible signage specified in subsection D3 of this section, except as required below:

A. Sandwich Board And Portable Board Signs (Requires Sign Permit):

1. One sign per business with maximum six (6) square feet signable area per side, and limited to two (2) sides.
2. Maximum sign area of two feet (2') in width by three feet (3') in height, excluding feet. Feet shall not exceed twelve inches (12") in height.
3. Area shall not be included in total signage allowed per use.
4. May be located within the public right of way, outside of paved roadways.
5. Placement allows for a minimum five foot (5') free and clear zone where setback area is required for pedestrian travel.
6. May be made of wood or metal. No vinyl signs with wire frames allowed.
7. Must be maintained to the standards of a permanent sign.
8. Signs must be removed outside of business hours.
9. Must be located within the frontage of the subject property and proximate to the entrance to the business or the building, if businesses are accessed from within the building.
10. The department of community and economic development will develop a methodology for indicating which signs have permit approval.

SANDWICH BOARD AND
PORTABLE BOARD SIGN SUMMARY

Maximum Area	Maximum Height	Setback	Location
6 square feet per side, 2 sides maximum	3 feet, excluding feet	None	On private property or ROW, outside paved roads 5 feet free/clear where needed for pedestrian travel Within frontage of subject property and proximate to entrance

B. Temporary Signs And Banner Signs (Requires Sign Permit): Temporary signs and banner signs:

1. Shall not be counted toward the total size of permissible signage specified in subsection D3 of this section.
2. Maximum thirty (30) square feet. No more than two (2) temporary signs or banners shall be allowed per business at any one time.
3. Maximum height shall be the second story of the building the sign is displayed on.
4. Minimum clearance of eight feet (8') to the bottom of the sign from finished grade.
5. Displayed on private property for a maximum of forty five (45) days in a calendar year, maximum of fourteen (14) consecutive days at one time, and no more than four (4) times in a calendar year.
6. Located on private property and shall not encroach into any public right of way.

TEMPORARY SIGNS AND BANNERS SUMMARY

Maximum Area	Maximum Height	Minimum Clearance	Duration	Location
30 square feet	Second story	8 feet	Maximum 45 days total, maximum 14 consecutive days, maximum 4 times per calendar year	Private property

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

C. Temporary Signs And Banner Signs Within Or Across Public Rights Of Way (Requires Sign Permit): Signs and banners within or across public rights of way not permanently mounted and intended to be displayed for a limited amount of time to advertise an event, shall comply with the following specifications and application permit requirements and technical information published by the office of the city clerk:

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

D. Construction Site Sign (Requires Sign Permit):

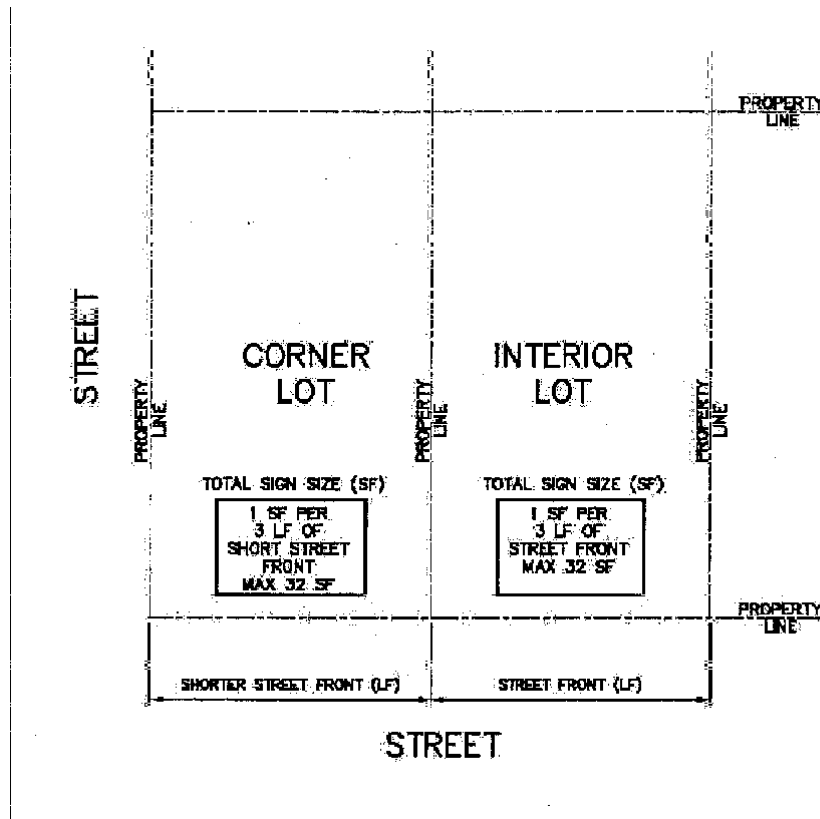
1. Limited to one freestanding or wall sign along one street frontage located on private property.
2. Maximum total sign area shall not exceed one-third ($\frac{1}{3}$) square foot of sign area for each linear foot of the street frontage of the lot(s) or the shorter street frontage on corner lots or a maximum of thirty two (32) square feet, whichever is less.
3. May be illuminated per requirements of subsection D4, "Sign Lighting Regulations", of this section, provided all wiring and conduit is installed in a permanent, nonvisible fashion.
4. Graphic design may be painted on construction barricade (in addition to construction sign area) provided it does not identify or advertise a person, product, service or business.
5. Display no sooner than receipt of a valid building permit for the project, unless it is the same sign as the development opportunity sign. (See subsection F5c of this section, real estate development opportunity sign.)
6. Removed either upon issuance of certificate of occupancy, or on such date the building permit is no longer valid, except if it continues to serve as a real estate for sale sign. In this case, it would take the place of the real estate for sale sign below and would be subject to subsections F4a through F4e of this section.
7. Resale units will be allowed to have a standard real estate sales sign (subsection F5 of this section) in or on their unit.

E. Real Estate Signs:

1. Real estate for sale, rent, lease or sold signs (exempt from sign permit):
 - a. Limited to one unlit sign per unit; building; and parcel of land for sale, rent or lease.
 - b. Does not exceed twelve (12) square feet total, allowing a maximum of two (2) sides, with each side not to exceed six (6) square feet of signage, in any residential or recreational zoning district (limited residential (LR), limited residential - one acre (LR-1), limited residential - two acre (LR-2), general residential - low density (GR-L), general residential - high density (GR-H), mobile home (MH), short term occupancy - .4 acre (STO-.4), short term occupancy - one acre (STO-1), short term occupancy - two acre (STO-2), recreation use (RU) and agricultural and forestry (AF)).
 - c. Does not exceed twenty (20) square feet total, allowing ten (10) square feet on each of two (2) sides maximum, in any commercial, industrial or mixed use district (tourist (T), tourist - 3000 (T-3000), tourist - 4000 (T-4000), community core (CC), light industrial-1 (LI-1), light industrial-2 (LI-2), and light industrial-3 (LI-3)) or land subdivision for sale. For multi-unit projects, resale of individual units must follow the regulations of subsection F5a(2) of this section.
 - d. Removed within ten (10) days of sale, rent or lease.
2. Real estate open house sign (exempt from sign permit):
 - a. Limited to one unlit sign per site per event per street frontage on site.
 - b. May be sandwich or portable board type in compliance with specifications in subsections F1a through F1e of this section or temporary banner type in compliance with specifications in subsections F2a, F2b, F2c, and F2e of this section.
 - c. Display limited to the day that the open house is staffed. Open house events must be of limited duration and shall not operate continuously.
 - d. Three (3) vehicular directional, off premises, way finding signs per open house in the form of sandwich or portable board pursuant to subsections F1a through F1e of this section are permitted in all zoning districts. All such signs must be located within one-fourth ($\frac{1}{4}$) mile of the open house event and may be located within public rights of way, provided they are not located on pavement or within any improved pedestrian or bicycle way.
3. Real estate development opportunity sign (requires sign permit):
 - a. Limited to one freestanding or wall sign along one street frontage located on private property.
 - b. Maximum total sign area shall not exceed one-third ($\frac{1}{3}$) square foot of sign area for each linear foot of the street frontage of the lot(s) or the shorter street frontage on corner lots or a maximum of thirty two (32) square feet, whichever is less.
 - c. May be illuminated per requirements of subsection D4, "Sign Lighting Regulations", of this section, provided all wiring and conduit is installed in a permanent, nonvisible fashion.
 - d. Displayed not more than two (2) consecutive years, or as otherwise specified in approved permit and may be renewed upon application to the city.
 - e. Removed upon issuance of a valid building permit, except if it continues to serve as a construction site sign. In this case, it would take the place of the construction site sign above and would be subject to subsections F4a through F4e of this section, construction signs.

CONSTRUCTION AND REAL ESTATE

DEVELOPMENT OPPORTUNITY SIGNS



4. On site sales office (requires sign permit):
 - a. Regulations: For single building or development where an on site sales office exists, signage is allowed provided the size complies with regulations contained herein, including, but not limited to, area of permanent signage permitted for the total building or development, and any size limitations of temporary signs.
 - b. Event Signage: For large scale open house or auction events, "announcement" signage is subject to the regulations of subsection F2 of this section, temporary signs and banners.

17.127.070: EXISTING CONFORMING, NONCONFORMING, ILLEGAL AND ALLOWABLE SIGNS:

- A. Existing Conforming Signs: Existing conforming signs with a valid sign permit on file with the city of Ketchum may be replaced in its exact form (same graphics, symbols or copy, color, material, size, etc.) or relocated, as is, by amending the existing sign permit, without paying an additional application fee and shall not be subject to the provisions of this section.
- B. Legally Nonconforming Signs: Any sign conforming to the prior sign regulations which is not in conformance with this section:
 1. May not be replaced, except with an approved permit for new conforming sign;
 2. May not be changed in text or logo (except changeable copy signs);
 3. May not be expanded, moved or relocated; and

- 4. Shall be removed if there is a change in occupancy on the premises.
- C. Illegal Signs: Any sign that did not comply with sign regulations in existence at the time the sign was erected is an illegal sign and shall be removed on or before January 1, 2013.
- D. Allowable Sign Types: Sign types not specifically allowable as set forth within this section are prohibited.

17.127.080: VIOLATIONS AND ENFORCEMENT:

- A. Violations: A violation of this section shall be a misdemeanor punishable by a fine of not more than three hundred dollars (\$300.00), or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment. Each day the violation is not satisfied shall be considered a separate offense.

Temporary signs may be confiscated by the city, if they are not in compliance with this section. The owner of the sign may retrieve the sign from the planning and zoning division with payment of a fine of thirty dollars (\$30.00) for the first offense and sixty dollars (\$60.00) for each subsequent offense.

- B. Responsibility For Good Repair: It shall be the responsibility of the business and/or property owner to keep signs in a good state of repair at all times. Nonconforming signs may be repaired and maintained provided the repairs are for the sole purpose of maintaining the sign to its original condition and does not increase the degree of nonconformity.
- C. Unsafe Signs: Any sign which has been determined to be unsafe by the building official and/or the planning and zoning department or which has been constructed, erected or maintained in violation of this section, must be repaired, made safe, made in conformance with this section, or removed within ten (10) working days after receipt of certified notice from the city. Failure to respond to remedy the violation is unlawful and the business and/or property owner will be guilty of a misdemeanor. The city reserves the right to remove and seize any sign should it not be in conformance with this section after the final certified notice date.
- D. Interpretation: The Commission has the authority and duty to interpret the provisions of this section at the request of the Administrator or when a written appeal from a decision of the Administrator is filed.

17.127.090: APPEALS:

Appeals of a decision by the Administrator or Commission shall be filed in compliance with chapter 17.144 of this title.

CHAPTER 17.128
SUPPLEMENTARY LOCATION AND BULK REGULATIONS

17.128.010: SUPPLEMENTARY LOT AREA AND LOT WIDTH REGULATIONS:

A. Where an individual lot was held in separate ownership from adjoining properties or was platted in a recorded subdivision approved by the city council prior to April 21, 1966, or was in such a condition at the time the lot was subsequently annexed to the city, or was of legal area and dimensions when held in separate ownership from adjoining properties or when platted in a recorded subdivision, such a lot may be occupied according to the permitted uses provided for the district in which the lot is located, provided the proposed uses, building construction and all other regulations in regard to setbacks, supplemental yard regulations and parking areas are strictly adhered to and complied with.

B. No part of an area or width required for a lot for the purpose of complying with the provisions of this title shall be included as an area or width required for another lot.

17.128.020: SUPPLEMENTARY YARD REGULATIONS:

A. Cornices, canopies, eaves, chimney chases or similar architectural features may extend into a required yard not more than three feet (3').

B. Fire escapes may extend into a required rear or side yard not more than six feet (6'). Fire escapes in setbacks shall be the minimum size and configuration required by the adopted international building code.

C. The side yard along the street side of a corner lot shall be not less than two-thirds ($\frac{2}{3}$) the front yard requirement for the district in which the lot is located.

D. In measuring the rear yard of a principal building where the rear lot line abuts an alley, measurement may be made to the centerline of the alley, provided no building is located within the right of way of the alley.

E. No part of a yard required for a building for the purpose of complying with the provisions of this title shall be included as a yard for another building.

F. Any and all structure(s) located adjacent to the Big Wood River, Trail Creek or Warm Springs Creek shall be set back a minimum of twenty five feet (25') from the mean high water mark of the stream.

G. The regulations of this section do not apply to the CC community core district. The supplementary location and bulk requirements which apply to such zoning district are found in section 17.18.130 of this title.

H. Decks less than thirty inches (30") in height from existing grade may be constructed to the property line. All decks and fences located adjacent to the Big Wood River, Trail Creek and Warm Springs Creek shall be set back a minimum of twenty five feet (25') from the mean high water mark of the stream.

- I. Decks more than thirty inches (30") in height from existing grade at any point shall be subject to setbacks, except in the GR-H, T, T-3000 and T-4000 zoning districts. In the GR-H, T, T-3000 and T-4000 districts, decks more than thirty inches (30") in height from existing grade may be allowed to encroach into the required yard setback up to a maximum one-half ($\frac{1}{2}$) the distance of the required yard setback, or four feet (4'), whichever is less, with design review approval. In addition to requirements set forth in [chapter 17.96](#) of this title, the following criteria shall apply:
 1. A minimum of five feet (5') is maintained between any point of the deck and the property line;
 2. The application has been approved by the subject property's homeowners' association (if any);
 3. Written approval from a majority of owners of property contiguous to the subject property has been obtained;
 4. Upper story decks/balconies are cantilevered from the building (no supporting posts are permitted within the required yard setback);
 5. No portion of a deck which encroaches into the required yard setback may be enclosed or covered by a roof; and
 6. Restrictions on exterior storage of personal property may be required through the design review process.

- J. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.

17.128.030: SUPPLEMENTARY BUILDING HEIGHT REGULATIONS:

All dwellings shall be constructed with at least seventy five percent (75%) of the roof surface higher than seven feet (7') from the grade. (Ord. 208 § 25.3, 1974)

CHAPTER 17.132
DARK SKIES

17.132.010: GENERAL PROVISIONS:

- A. Title: This chapter, together with the amendments codified in this chapter, shall be known and may be cited as the *KETCHUM DARK SKY ORDINANCE*.
- B. Purposes: The general purpose of this chapter is to protect and promote the public health, safety and welfare, the quality of life, and the ability to view the night sky by establishing regulations and a process of review for exterior lighting. This chapter establishes standards for exterior lighting in order to accomplish the following:
1. To protect against direct glare and excessive lighting;
 2. To provide safe roadways for motorists, cyclists and pedestrians;
 3. To protect and reclaim the ability to view the night sky, and help preserve the quality of life and the tourist experience;
 4. To prevent light trespass in all areas of the city;
 5. To promote efficient and cost effective lighting;
 6. To ensure that sufficient lighting can be provided where needed to promote safety and security;
 7. To allow for flexibility in the style of lighting fixtures;
 8. To provide lighting guidelines;
 9. To provide assistance to property owners and occupants in bringing nonconforming lighting into conformance with this chapter; and
 10. To work with other jurisdictions within Blaine County to meet the purposes of this chapter.
- C. Scope: All exterior lighting installed after the effective date hereof in any and all zoning districts in the city shall be in conformance with the requirements established by this chapter and any other applicable ordinances. All existing lighting installed prior to the effective date hereof in any and all zoning districts in the city shall be addressed as follows:
1. All existing lighting located on a subject property that is part of an application for a city planning department design review, conditional use, subdivision permit, or building permit is required to be brought into conformance with this chapter. Conformity shall occur prior to issuance of a certificate of occupancy, final inspection or final plat recordation, when applicable. For other permits, the applicant shall have a maximum of thirty (30) days from date of permit issuance to bring the lighting into conformance.
 2. All existing exterior commercial lighting that is not in conformance with this chapter shall be brought into conformance with this chapter by June 30, 2000.
 3. All existing lighting that does not meet the requirement of section [17.124.050](#) of this title, which states that "any parking, yard or building illumination in (any) zoning (district) shall be so directed as to protect adjacent properties from glare and direct lighting", is required to be brought into conformance with section [17.124.050](#) of this title.
 4. All existing exterior residential lighting, not affected by subsections C1 and C3 of this section, that does not comply with this chapter is required to be brought into conformance with this chapter by June 30, 2001.
 5. In the event of a discrepancy in applicable ordinances, the most restrictive shall apply.

17.132.020: CRITERIA:

The Commission, the building official and/or the Administrator shall have the authority to require new lighting and existing lighting pursuant to subsection [17.132.010C1](#) of this chapter to meet the requirements, of this chapter.

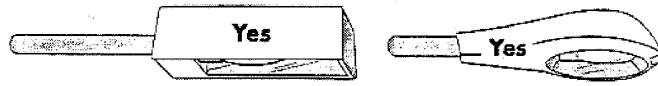
- A. Lighting Plans Required: All applications for design review, conditional use, subdivision and/or building permits shall include lighting plans showing location, type, height and lumen output of all proposed and existing fixtures. The applicant shall provide enough information to verify that lighting conforms to the provisions of this chapter. The Administrator, Commission and/or building official shall have the authority to request additional information in order to achieve the purposes of this chapter.
- B. Full Cutoff Fixtures: All exterior lighting shall be full cutoff fixtures with the light source fully shielded, with the following exceptions:
 - 1. Luminaires that have a maximum output of two hundred sixty (260) lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded, provided the fixture has an opaque top to keep light from shining directly up (see subsection P, figure 5, of this section).
 - 2. Luminaires that have a maximum output of one thousand (1,000) lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded, provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up (see subsection P, figure 3, of this section).
 - 3. Floodlights with external shielding may be angled; provided, that no light escapes above a twenty five degree (25°) angle measured from the vertical line from the center of the light extended to the ground, and only if the light does not cause glare or light to shine on adjacent property or public rights of way (see subsection P, figure 6, of this section). Floodlights with directional shielding are encouraged (see subsection P, figure 7, of this section). Photocells with timers that allow a floodlight to go on at dusk and off by eleven o'clock (11:00) P.M. are encouraged.
 - 4. "Holiday lights", as defined in chapter 17.08 of this title, are exempt from the requirements of this chapter for the six and one-half (6¹/₂) month period from November 1 to April 15; except, that flashing holiday lights are prohibited on commercial properties. Flashing holiday lights on residential properties are discouraged. Holiday lights are encouraged to be turned off after bedtime and after close of businesses.
 - 5. Sensor activated lighting may be unshielded, provided it is located in such a manner as to prevent direct glare and lighting into properties of others or into a public right of way, and provided the light is set to only go on when activated and to go off within five (5) minutes after activation has ceased, and the light shall not be triggered by activity off the property.
 - 6. Vehicle lights and all temporary emergency lighting needed by the fire and police departments or other emergency services shall be exempt from the requirements of this chapter.
- C. Light Trespass: It is the intent of this chapter to eliminate and prevent light trespass through the proper installation of lighting fixtures. All existing and/or new exterior lighting shall not cause light trespass and shall be such as to protect adjacent properties from glare and excessive lighting.
- D. IESNA Guidelines: The Commission may require that any new lighting or existing lighting that comes before them meet the standards for foot-candle output as established by IESNA.

- E. **Nonessential Exterior Commercial And Residential Lighting:** All nonessential exterior commercial and residential lighting is encouraged to be turned off after business hours and/or when not in use. Lights on a timer are encouraged. Sensor activated lights are encouraged to replace existing lighting that is desired for security purposes.
- F. **Area Lights:**
1. All area lights, including streetlights and parking area lighting, shall be full cutoff fixtures and are encouraged to be eighty five degree (85°) full cutoff type fixtures. Streetlights shall be in accordance with the Idaho Power franchise agreement and/or the light conformance schedule adopted by resolution by the city council. Streetlights shall be high pressure sodium, low pressure sodium or metal halide, unless otherwise determined by the council that another type is more efficient. Streetlights along residential streets shall be limited to a seventy (70) watt high pressure sodium (hps) light. Streetlights along nonresidential streets or at intersections shall be limited to one hundred (100) watts hps; except, that lights at major intersections on state highways shall be limited to two hundred (200) watts hps. If the council permits a light type other than high pressure sodium, then the equivalent output shall be the limit for the other light type (see addendum 1, on file in the Ketchum planning department); for example: a one hundred (100) watt high pressure sodium lamp has a roughly equivalent output as a fifty five (55) watt low pressure sodium lamp or a one hundred (100) watt metal halide lamp.
 2. Parking area lights are encouraged to be greater in number, lower in height and lower in light level, as opposed to fewer in number, higher in height and higher in light level. Parking lot lighting shall not exceed IESNA recommended foot-candle levels.
 3. All freestanding area lights within a residential zone, except streetlights, shall be mounted at a height equal to or less than the value $3 + (D/3)$, where D is the distance in feet to the nearest property boundary.
- G. **Luminaire Mounting Height:** Freestanding luminaires shall be no higher than twenty five feet (25') above the stand/pole base; except, that luminaires used for playing fields shall be exempt from the height restriction, provided all other provisions of this chapter are met and the light is used only while the field is in use; and except, that streetlights used on major roads may exceed this standard if necessary as determined by the city council, as advised by a lighting engineer. Building mounted luminaires shall be attached only to walls, and the top of the fixture shall not exceed the height of the parapet or roof, whichever is greater.
- H. **Uplighting:** Uplighting is prohibited in all zoning districts, except in cases where the fixture is shielded by a roof overhang or similar structural shield from the sky, and an Idaho licensed architect or engineer has stamped a prepared lighting plan that ensures that the light fixture(s) will not cause light to extend beyond the structural shield, and except as specifically permitted in this chapter.
- I. **Flagpoles:** Upward flagpole lighting is permitted for governmental flags only; and provided, that the maximum lumen output is one thousand three hundred (1,300) lumens. Flags are encouraged to be taken down at sunset to avoid the need for lighting.
- J. **Service Stations:** The average foot-candle lighting level for new and existing service stations is required to be no greater than thirty (30) foot-candles, as set by the IESNA for urban service stations.

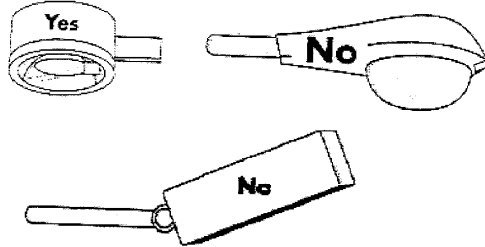
- K. Canopy Lights: All lighting shall be recessed sufficiently so as to ensure that no light source is visible from or causes glare on public rights of way or adjacent property.
- L. Landscape Lighting: Lighting of vegetation is discouraged and shall be in conformance with this chapter. Uplighting is prohibited.
- M. Towers: All radio, communication and navigation towers that require lights shall have dual lighting capabilities. For daytime, the white strobe light may be used, and for nighttime, only red lights shall be used.
- N. Temporary Lighting: Temporary lighting that conforms to the requirements of this chapter shall be allowed. Nonconforming temporary exterior lighting may be permitted by the Administrator only after considering: 1) the public and/or private benefits which will result from the temporary lighting; 2) any annoyance or safety problems that may result from the use of the temporary lighting; and 3) the duration of the temporary nonconforming lighting. The applicant shall submit a detailed description of the proposed temporary nonconforming lighting to the Administrator. The Administrator shall provide written notice of said request to owners of property immediately adjacent to the subject property. Said notice shall inform adjacent property owners they may comment on the request during a period of not less than ten (10) days after mailing of the notice and prior to final action on said request.
- O. Neon Lights: Neon lights are only permitted pursuant to the sign ordinance, chapter 17.127 of this title.
- P. Figures: The following figures and information sheets shall be incorporated into this chapter as guidelines for the public and the city for use in meeting the intent of this chapter. The figures and information sheets only serve as examples. The city does not endorse or discriminate against any manufacturer or company that may be shown, portrayed or mentioned by the examples. Additional information is provided at the Ketchum planning department.

Figure 1

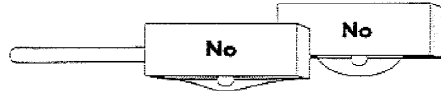
What is a true "full cutoff" outdoor lighting fixture?



Flat glass lens, eliminates or minimizes direct glare, no upward throw of light. The housing for these fixtures is available in many styles.



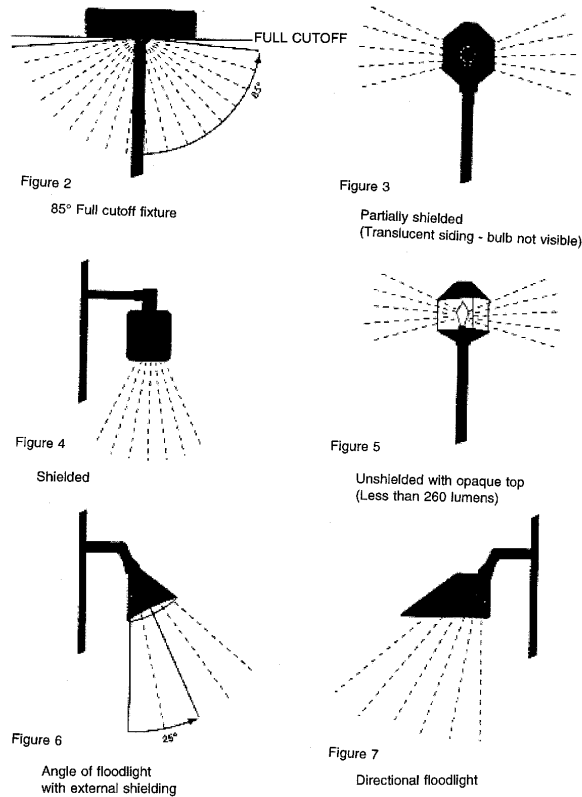
Same fixture as above mounted incorrectly - defeating the horizontal mounting design. The fixture now produces direct glare, and can also produce uplight at steeper mounting angles.



Known as just "cutoff". Center "drop" or "sag" lens with or without exposed bulb, produces direct glare.



Forward throw style. Exposed bulb in the forward direction produces some direct glare.



17.132.030: NOTIFICATION:

- A. The city building and planning department permits shall include a statement asking whether the subject property of the proposed work includes any exterior lighting.

17.132.040: THE CITY'S ROLE:

- A. The city will commit to changing all lighting within the city rights of way and on city owned property to meet the requirements of this chapter through the franchise agreement with the power company and/or through the light conformance schedule adopted by resolution by the council.
- B. The city will assist property owners and/or occupants to correct any nonconforming lighting through consulting with the owner/occupant and assisting in the provision of shields.

17.132.050: VIOLATIONS, LEGAL ACTIONS AND PENALTIES:

- A. Violations And Legal Actions: If, after investigation, the Administrator finds that any provision of this chapter is being violated, the Administrator shall give notice by hand delivery or by certified mail, return receipt requested, of such violation to the owner and/or to the occupant of such premises, demanding that the violation be abated within thirty (30) days of the date of hand delivery or of the date of mailing of the notice. The planning department staff shall be available to assist in working with the violator to correct such violation. If the violation is not abated within the thirty (30) day

period, the Administrator may institute actions and proceedings, either legal or equitable, to enjoin, restrain or abate any violations of this chapter and to collect the penalties for such violations.

- B. Penalty: A violation of this chapter, or any provision thereof, shall be punishable by a civil penalty of one hundred dollars (\$100.00), and each day of violation after the expiration of the thirty (30) day period provided in subsection A of this section shall constitute a separate offense for the purpose of calculating the civil penalty.

CHAPTER 17.136
NONCONFORMING USES AND NONCONFORMING BUILDINGS

17.136.010: CONTINUATION OF USE:

A Nonconforming Use may be continued and a Nonconforming Building may continue to be occupied except as both are otherwise provided for in this chapter.

17.136.020: CHANGE OF USE:

A Nonconforming Use may be changed only to a conforming use.

17.136.030: ABANDONMENT OF USE:

- A. An owner shall not be deprived of the right to use improvements on private property for their designed purpose based solely on the nonuse of the improvements for their designed purpose for a period of ten (10) years or less. Where an owner or his authorized agent permits or allows an approved or unlawful intervening use of the owner's property, the provisions of this subsection are not applicable.
- B. For purposes of this section "designed purpose" means the use for which the improvements were originally intended, designed and approved pursuant to any applicable planning and zoning ordinances.
- C. For all uses where the provisions of subsection A of this section are not applicable: If active and continuous operations are not carried on in a Nonconforming Use during a continuous period of six (6) months, the building, other structure or tract of land where such Nonconforming Use previously existed shall be occupied and used only for a conforming use. Intent to resume active operations shall not affect the foregoing.

17.136.040: RESTORATION:

A Nonconforming Building which has been damaged or destroyed by fire or any other calamity, may be restored to its preexisting nonconforming condition if a building permit for the work of restoration is obtained within two (2) years of the date of the fire or other calamity and the work of the restoration complies with the international building and fire codes in effect at the time of the issuance of the building permit.

Nonmaterial changes to the preexisting nonconforming condition may be approved at the city's discretion. If additional square footage is added, that additional square footage may be subject to the current requirements of the underlying zone district at the discretion of the planning and zoning department head.

17.136.050: ENLARGEMENT OF A NONCONFORMING BUILDING OR A NONCONFORMING USE:

A Nonconforming Use shall not be enlarged or extended and a Nonconforming Building shall not be enlarged or extended so as to increase the degree of nonconformity, except in the community core district where one-family dwellings may increase their original square footage by 20%. Additions and/or

enlargements to existing buildings are not considered to be nonconforming or to increase the degree of nonconformity, so long as the additions and/or enlargements comply with the following:

- A. Any additional square footage may be subject to the current requirements of the underlying zone district at the discretion of the planning and zoning department head.
- B. Fifty percent (50%) of the building footprint and exterior walls of a Nonconforming Structure must remain unaltered.

17.136.060: ALTERATION OF A NONCONFORMING BUILDING:

A nonconforming building may be structurally altered or repaired in any way permitted by these regulations.

17.136.070: STRUCTURAL CHANGES:

Any building or other structure containing a Nonconforming Use or any Nonconforming Building or portion declared unsafe by the city building inspector may be strengthened or restored to a safe condition.

CHAPTER 17.140
WIRELESS COMMUNICATION FACILITIES

17.140.010: INTENT AND PURPOSE:

- A. The unique and diverse landscapes and scenic vistas of the city are among its most valuable assets. Protecting these assets will require sensitive placement and design of wireless communication facilities (WCFs) to remain in scale and harmony with the character of the community.

- B. This chapter is intended to provide reasonable standards and procedures for the development of WCFs that will serve citizens, the traveling public and others within the city in order to:
 - 1. Preserve the character and aesthetics of areas which are in close proximity to WCFs by minimizing the visual, aesthetic and safety impacts through careful design, placement and screening;
 - 2. Protect the health, safety and welfare of persons living or working in the area surrounding such WCFs from possible adverse environmental effects (within the confines of the federal telecommunications act of 1996) related to the placement, construction or modification of such facilities;
 - 3. Provide development that is compatible in appearance with allowed uses of the underlying zone;
 - 4. Facilitate the city's permitting process to encourage fair and meaningful competition and, to the greatest extent possible, extend to all people in all areas of the city high quality wireless communication services at reasonable costs to promote the public welfare; and
 - 5. Encourage the joint use and clustering of antenna sites and structures, when practical, to help reduce the number of such facilities which may be required in the future to service the needs of customers and, thus, avert unnecessary proliferation of facilities on private and public property.

17.140.020: DISTRICT REGULATIONS:

- A. Use: The placement, use or modification of any wireless communication facilities at any location within the city is subject to the provisions of this chapter. WCFs are permitted in designated zoning districts listed in the District Use Matrix of Section 17.12.020.A .
 - 1. Residential zones: Freestanding WCFs, including lattice towers, are prohibited. WCFs attached to street poles or facades attached to nonresidential buildings are permitted subject to the provisions of this chapter.
 - 2. Nonresidential zones: Lattice tower WCFs are prohibited. Other WCFs are permitted subject to the provisions of this chapter.

- B. Siting and Facility Type Priorities:
 - 1. Site Selection Criteria: A master development plan is to be created, prior to any WCF permit request, based upon engineering constraints and desired areas of service. WCFs shall be located on the master development plan in the following priority order:
 - a. Collocation on an existing tower, structure or building. The applicant shall have the burden of proving that there are no feasible existing structures upon which to locate, as described in subsection C of this section.
 - b. In areas where the existing topography, vegetation, buildings and other structures provide the greatest amount of screening.

- c. Use of city owned property.
 - d. Other nonresidential buildings or vacant nonresidentially zoned land.
 2. Facility Type Preferred: Based on potential aesthetic impact, the order of preference for facility type is as follows: roof attached, facade attached, street pole attached and freestanding tower.
- C. Collocation Requirement: Collocation is considered to be a visually unobtrusive installation method because the equipment is attached to an existing structure. Collocation shall require only an administrative review under the terms of the application procedures in section [17.140.030](#) of this chapter. No new tower shall be permitted unless the applicant demonstrates a good faith effort to collocate on an existing facility including good faith efforts to negotiate lease rights. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antennas may consist of any of the following:
 1. No existing towers or structures are located within the geographic area required to meet the applicant's engineering requirements;
 2. Existing towers or structures are not sufficiently designed to meet the applicant's engineering requirements as indicated in their master development plan;
 3. Existing towers or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment;
 4. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna; and/or
 5. The fees, costs or contractual provisions required by the owner in order to share an existing tower or structure, or to adapt an existing tower or structure for share, are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
- D. Prohibitions: The following are prohibited or restricted within the city:
 1. Lattice towers, prohibited.
 2. Interference with city and public safety communication systems and/or area television or radio broadcast, prohibited.
 3. Freestanding towers within residentially zoned districts, prohibited.
 4. Guywires, restricted. No guywire or other support wires shall be used in connection with such antenna, antenna array or its support structure except when used to anchor the antenna, antenna array or support structure to an existing building to which such antenna, antenna array or support structure is attached.

17.140.030: APPLICATION PROCEDURES:

- A. Permit Granting Authority: The Administrator shall be the granting authority for WCFs collocating on an existing structure or street poles. The city council must approve an encroachment permit for the street pole mounted WCFs. The Commission shall be the granting authority for all other WCFs and all master development plans in compliance with the public hearing process identified in subsection G of this section.
- B. Master Development Plan:
 1. An approved master development plan is required prior to the processing of any WCF permit application. The Administrator may waive the processing of a master development

plan if it can be demonstrated that a network of WCFs will not be required of the owner/operator of the proposed WCF.

2. The master development plan illustrates a carrier's expected network of WCFs within and adjacent to the city. It shall forecast five (5) years in advance the approximate locations of future facilities and the area of service, but is not required to detail the specific type of facility (e.g., pole, roof, building attached). A master development plan shall be submitted prior to the submittal of any WCF permit application by each company desiring placement of a WCF(s) within the city. The master development plan shall be submitted and approved by the Commission prior to the processing of any WCF permit. Future amendments to each company's master development plan shall be submitted and reviewed by the Commission prior to approval of additional facility locations.
- C. Master Development Plan Filing Requirements: The city, prior to processing a master development plan application, must determine a master development plan application to be complete. The city shall determine an application complete when the application contains the information described below. The following shall be included with an application for master development plan approval:
1. Application: The application form shall include at a minimum:
 - a. Name, address and telephone number of the applicant, any coapplicants as well as any agents for the applicant and coapplicants. The applicant or coapplicant shall be a licensed carrier.
 - b. Name, address and telephone number of the licensed carrier.
 - c. Original signatures for the applicant and all coapplicants applying for master development plan approval, if the applicant or coapplicant will be represented by an agent, the original signature authorizing the agent to represent the applicant and/or coapplicant.
 - d. Application fee.
 2. Map: A map encompassing the city and surrounding area within one mile drawn to scale of no less than one inch equals five hundred feet (1" = 500'), specifying the following:
 - a. Location of proposed WCFs;
 - b. Service area of each WCF;
 - c. Street names of major streets and streets adjacent to identified WCF locations;
 - d. All existing WCFs operated by the applicant and other carriers;
 - e. Separation distance between proposed and existing WCFs measured in feet;
 - f. Information demonstrating compliance with the standards of this chapter;
 - g. Existing watercourses and natural features that restrict the placement of WCFs or the associated service areas; and
 - h. North arrow, scale and legend.
- D. Preapplication: Prior to submission of a WCF permit application under this chapter requiring Commission approval, the applicant will meet with the Commission at a public meeting to discuss the proposed WCF in general terms, its compliance with the carrier's master development plan and to clarify the filing requirements. The Commission shall meet with an applicant under this chapter within twenty one (21) days following a written request submitted to the planning and zoning department. If the Commission fails to meet with an applicant who has requested such a meeting within twenty one (21) days of such request and such meeting has not been postponed due to mutual agreement, the applicant may proceed with a WCF permit application under this regulation without need for a preapplication conference.

- E. Preapplication Filing Requirements: The purpose of the conference is to inform the Commission as to the preliminary nature of the proposed WCF and its relation to the master development plan. As such, only the evidence of the inability to collocate is required. However, the applicant is encouraged to also submit sufficient preliminary architectural and/or engineering drawings to inform the Commission of the location of the proposed facility, as well as its scale and overall design.
- F. Application Filing Requirements: A WCF permit is required prior to the installation or modification of any new or existing WCF. An application for a WCF permit must be determined to be complete by the city prior to processing. The city shall determine an application complete when the application contains the information described below, in addition to the standard application information required under the design review chapter, [chapter 17.96](#) of this title. The following shall be included with an application for a WCF permit:
1. The application form shall include at a minimum:
 - a. Name, address and telephone number of the applicant, any coapplicants, as well as any agents for the applicant and coapplicants. The applicant or coapplicant shall be a licensed carrier.
 - b. Name, address and telephone number of the property owner(s).
 - c. Original signatures for the applicant and all coapplicants applying for a WCF permit, if the applicant or coapplicant will be represented by an agent the original signature authorizing the agent to represent the applicant and/or coapplicant.
 - d. A complete legal description of the subject property.
 - e. Application fee.
 2. A site plan drawn to scale of no less than one inch equals twenty feet (1" = 20'), specifying the following:
 - a. Location, type and height of the proposed WCF with setbacks;
 - b. On site structures, land uses and zoning;
 - c. Circulation. Adjacent roadways, ingress and egress from such roadways, parking and pedestrian circulation and access;
 - d. Fences, signs, exterior lighting and storm drainage;
 - e. Property lines with dimensions, adjacent land uses, structures and zoning;
 - f. Information demonstrating compliance with the standards of this chapter;
 - g. Existing watercourses, utility lines, easements, deed restrictions and other built or natural features restricting the use of the subject property;
 - h. North arrow, scale and legend; and
 - i. The city, at its discretion, may waive any of the above site plan requirements for WCFs attached to existing structures.
 3. A written description of how the proposed WCF fits within the master development plan.
 4. A landscape plan drawn to scale of no less than one inch equals twenty feet (1" = 20'), specifying the following:
 - a. Existing and proposed landscaping indicating size, location and species of vegetation;
 - b. Indication of existing vegetation to be removed or retained;
 - c. Information demonstrating compliance with the screening standards of this chapter; and
 - d. The landscape plan may be waived when the WCF is to be attached to a building and the equipment is located within the building.

5. Elevation drawings or before and after photographs/drawings simulating and specifying the location and height of the antennas, support structures, equipment enclosure(s) and other accessory uses, fences and signs.
 6. Elevations of proposed aboveground equipment enclosures in compliance with the requirements of the design review chapter, [chapter 17.96](#) of this title.
 7. A map indicating the service area of the facility.
 8. A map indicating locations and service areas of other WCF sites operated by the applicant and sites of other providers' facilities in the city and within one mile of the city's corporate limits.
 9. Four (4) copies of all plans and one eleven inch by seventeen inch (11" x 17") paper reduction of each plan.
 10. Photo simulations of the proposed WCF from affected residential properties and public rights of way at varying distances.
 11. Evidence as specified in subsection [17.140.020C](#), "Collocation Requirement", of this chapter.
 12. Written documentation demonstrating a good faith effort in locating facilities in accordance with subsection [17.140.020B](#), "Siting and Facility Type Priorities", of this chapter.
 13. A description of the support structure or building upon which the WCF is proposed to be located, and the technical reasons for the design and configuration of the WCF.
 14. Signed and notarized statement by the applicant indicating:
 - a. The proposed tower shall accommodate collocation of additional antennas, and the applicant shall enter into leases with other providers on such tower;
 - b. Certification that the antenna usage shall not interfere with other adjacent or neighboring transmission or reception functions;
 - c. The applicant agrees to remove the WCF and equipment within ninety (90) days after the site's use is discontinued; and
 - d. The tower shall comply with all EIA standards and applicable federal and state laws and regulations and the city ordinances including FAA regulations.
 15. A lease agreement with the landholder that:
 - a. Allows the landholder to enter into leases with other providers; and
 - b. Specifies that if the provider fails to remove the WCF and equipment within ninety (90) days of its discontinued use, the responsibility for removal belongs to the landholder.
 16. The applicant shall demonstrate that it is licensed with the FCC.
 17. A completed right of way encroachment permit application if the WCF is to be located within a public right of way.
- G. Public Hearing: Prior to approving a master development plan or a WCF permit as specified in subsection A of this section, the Commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. The public hearing shall be noticed in the following manner:
1. Publication: At least fifteen (15) days prior to the public hearing, notice of the time and place and a summary of the proposal shall be published in the official newspaper or paper of general circulation within the city. Notice may also be made available to other newspapers and radio and television stations serving the city for use as public service announcements.
 2. Posting: Notice shall be posted on the premises not less than one week prior to the public hearing.
 3. Mailing: Notice shall be mailed to property owners or purchasers of record within three hundred feet (300') of the external boundaries of the land being considered.

4. Commission Action: Following the public hearing, within sixty (60) days from said hearing, the Commission shall approve, deny or approve with conditions the application for a WCF permit.

17.140.040: STANDARDS:

- A. Applicability: The standards identified in this section shall apply to all WCFs constructed or located in the city, unless otherwise specified.
- B. Height: WCFs shall not exceed thirty five feet (35') in height above the existing or natural grade or the maximum permissible height of the given zoning district, whichever is more restrictive, with the exception of facade and roof attached WCFs as described below:
 1. Roof attached WCFs shall not exceed five feet (5') above the highest portion of the roof membrane. The antenna and support system for whip antennas shall not exceed ten feet (10') above the highest portion of that roof, including parapet walls.
 2. Facade attached WCFs shall not exceed five feet (5') above the facade to which it is attached.
 3. If the height of the structure is in excess of the maximum height allowed within the zone and was legally established, then the combined height of the building and antenna shall not exceed the maximum height allowed by such approval unless determined by the Commission to be suitably camouflaged.
 4. Street pole attached WCFs may only extend six feet (6') above the existing street pole as provided in subsection J2a of this section. A maximum extension of fifteen feet (15'), from the top of the street pole, may be permitted pursuant to standards provided in subsection J2b of this section, if a utility disturbance can be clearly demonstrated.
- C. Setbacks: All WCFs shall comply with the building setback provisions of the zoning district in which the WCF is located. In addition, the following setbacks shall be observed:
 1. Street Pole Attached: No setback when constructed within the public right of way and under the provisions of subsection J of this section.
 2. Facade Attached: The maximum projection shall be eighteen inches (18"). The location of a WCF on the wall of a legal Nonconforming structure is permitted. However, the WCF shall not be located on an exterior wall in a manner that will increase the degree of nonconformity. Additional standards for antennas attached to the facade of structures are listed in subsection J of this section.
 3. Roof Attached: Roof attached WCFs shall be set back from the edge of the building the height of the antenna and support system as measured from the roof membrane.
 4. Freestanding Tower: Setbacks shall be measured from the base of the tower to the property line of the parcel on which it is located. Towers shall be set back from all property lines one hundred twenty five percent (125%) of the tower height as measured from ground level.
 5. Equipment Enclosure: Underground vaults or aboveground structures shall comply with the setback requirements of the underlying zoning district.
 6. Freestanding WCFs Or Equipment Enclosures: No freestanding WCFs or equipment enclosures shall be located between the face of a structure and a public street, bikeway, park or residential development, except for approved facade attached WCFs located on existing or new permitted structures in accordance with this chapter.

- D. Evaluation Standards: The following design criteria shall be addressed by each applicant seeking WCF permit approval:
1. Architectural Compatibility:
 - a. All facilities shall be designed to minimize the visual impact to the greatest extent feasible, considering technological requirements, by means of placement, screening and camouflage, to be compatible with existing architectural elements and building materials and other site characteristics. The applicant shall use the smallest and least visible antennas possible to accomplish the owner/operator's coverage objectives.
 - b. Colors and materials for facilities shall be chosen to minimize visibility. Facilities shall be painted or textured using colors to match or blend with the primary background.
 - c. WCFs located on buildings, walls or roofs shall blend with the existing building's architecture by painting or shielding with material which is consistent with the design features and materials of the building.
 - d. Equipment enclosures of WCFs shall be designed consistent with one of the following design standards. The facility types are listed in order of preferred design.
 - (1) Equipment enclosures shall be placed in underground vaults ;or
 - (2) Equipment enclosures shall be designed consistent with the design review requirements, subsections [17.96.080B2](#), B3 and B7 of this title, and this chapter.
 2. Screening: Landscaping, as described in this chapter, shall be required to screen as much of the support structure and the equipment enclosure as possible. The following standards shall apply to all WCFs. However, if the antenna is mounted flush with the building or on the roof, and other equipment is located inside the existing building, landscaping shall not be required.
 - a. Support structures and equipment enclosures shall be installed so as to maintain and blend with existing landscaping on site, including trees, foliage and shrubs, whether or not utilized for screening.
 - b. Additional landscaping and screening shall be installed to visually screen the support structures and aboveground equipment enclosures. Landscaping and screening shall consist of a combination of trees, foliage and shrubs of dense spacing in one of the following designs:
 - (1) A screening wall or fence and a five foot (5') wide landscape planter located in front of the wall or fence;
 - (2) A ten foot (10') wide landscape planter; or
 - (3) Any combination of existing vegetation, topography, decorative walls/fences or other features instead of landscaping, if they achieve the same degree of screening as the required landscaping described in subsections D2b(1) and D2b(2) of this section.
 - c. Upon completion, the owner(s)/operator(s) of the facility shall be responsible for the continued maintenance and replacement of all required landscaping and screening materials.
 3. Color:
 - a. WCFs located on buildings, walls or roofs, or structures shall be painted or constructed of materials to match the color of the structure directly behind them to reduce the visibility of the WCF.

- b. To the extent any WCFs extend above the height of the vegetation immediately surrounding it, they shall be painted in a nonreflective light gray, light blue or other hue, which blends with the skyline and horizon.

E. Facility Lighting and Signage:

1. Facility lighting shall be designed so as to meet but not exceed minimum requirements for security, safety or FAA regulations. Lighting of antennas or support structures shall be prohibited unless required by the FAA. In all instances, the lighting shall be designed so as to avoid glare and minimize illumination on adjacent properties. Lighting shall also comply with all of the city's lighting regulations.
2. Signs shall be limited to those needed to identify the telephone number(s) to contact in an emergency, public safety warnings, certifications or other required seals. These signs shall also comply with the requirements of the city's sign regulations.

F. Access: In addition to ingress and egress requirements of the international building code, access to and from WCFs and equipment shall be regulated as follows:

1. No WCF or equipment shall be located in a required parking, maneuvering or vehicle/pedestrian circulation area such that it interferes with, or in any way impairs, the intent or functionality of the original design.
2. The WCF shall be secured from access by the general public, but access for emergency services must be ensured. Access roads shall comply with fire department standards for emergency vehicular access.

G. Scenic Landscapes and Vistas:

1. Freestanding WCFs shall not be located within open areas that are visible from public roads, recreational areas or residential development. As specified in subsection D2a of this section, WCFs shall be installed to blend with existing landscaping and structures.
2. Any WCF that is located within three hundred feet (300') of a scenic vista, scenic landscape or scenic road as designated by the city, in addition to regulations specified in subsection B, "Height", of this section, shall not exceed the height of vegetation at the proposed location. If the facility is located further than three hundred feet (300') from the scenic vista, scenic landscape or scenic road, subsection B, "Height", of this section, shall apply exclusively.

H. Environmental Standards:

1. WCFs shall not be located in wetlands. WCFs shall also be avoided whenever possible in wetland buffer areas, and disturbance to wetland buffer areas shall be minimized.
2. WCFs shall not be located in riparian setbacks along watercourses.
3. WCFs shall avoid locating in the avalanche overlay zone, as defined by this title. Evidence shall be submitted to demonstrate that no location outside the avalanche overlay zone can accommodate the applicant's proposed antenna as specified in subsection [17.140.030C](#), "Collocation Requirement", of this chapter. WCFs located within the avalanche overlay zone shall comply with the additional placement standards identified within this title and provide proof of FCC acceptance of the proposed location.
4. No hazardous waste shall be discharged on the site of any WCF. If any hazardous materials are to be used on site, there shall be provisions for full containment of such materials. An enclosed containment area shall be provided with a sealed floor designed to contain at least one hundred ten percent (110%) of the volume of the hazardous materials stored or used on site.

5. Storm water runoff shall be contained on site.
 6. WCFs locating within the floodplain overlay zone shall comply with the additional placement standards as identified within this title and provide proof of FCC acceptance of the proposed location.
 7. Aboveground equipment for WCFs, exclusive of roof and facade attached WCFs, shall not generate noise in excess of fifty (50) decibels at the property line.
 8. Roof or facade attached equipment for WCFs shall not generate noise in excess of fifty (50) decibels at ground level at the base of the structure closest to the antenna.
 9. The noise standards of this chapter require measurements by a qualified acoustical engineer.
- I. WCF Specific Standards: Street pole and facade attached WCFs shall meet the following conditions and criteria in addition to the other standards identified in this section:
1. Facade Attached WCFs: Equipment enclosures shall be located within the structure in which the WCF is placed or located underground if site conditions permit. Otherwise, equipment enclosures shall comply with the design standards listed in subsection D of this section.
 2. Street Pole Attached WCFs:
 - a. Attachment: Only one WCF shall be permitted on any one street pole. The antenna shall be equal to or less than six feet (6') in height, including the support system, if any. Surface area of an antenna shall not exceed five hundred eighty (580) square inches. The antenna shall be either fully concealed within the street pole or camouflaged to appear to be an integrated part of the street pole. An antenna not flush mounted on the side of the street pole shall be centered on the top of the street pole to which it is attached and camouflaged or disguised.
 - b. Utility Separation: In the event that a utility located upon the street pole requires vertical separation between its utility facilities and the antenna so attached, the antenna may be raised by a support system to accommodate the separation requirement to an elevation not exceeding an additional fifteen feet (15') or the required separation, whichever is less. Any such support shall not be greater in diameter than the existing street pole and shall be designed to blend into the colors and textures of the existing street pole.
 - c. Pole Replacement: Existing street poles may be replaced with a new street pole of the same height, dimensions and appearance as the existing street pole. An antenna located upon the new street pole shall meet the standards for attaching an antenna to an existing street pole, as set forth above.
 - d. Equipment Enclosures:
 - (1) Belowground: Belowground equipment enclosures shall not be greater than six (6) cubic feet in volume. An underground equipment enclosure may be connected to an aboveground equipment enclosure for a combined total volume of no greater than twelve (12) cubic feet.
 - (2) Aboveground: Aboveground equipment enclosures shall not be greater than six (6) cubic feet in volume. No single dimension shall exceed three feet (3'). The equipment enclosure shall be constructed so as to minimize its visual impact. Evergreen landscape planting shall be installed and maintained to completely obscure the visibility of the equipment enclosure from the developed street and adjacent properties. Sight distance clearance shall be maintained for the equipment enclosure and associated landscape per the requirements of this title and this code.

- e. Horizontal Separation: For WCFs located within developed streets, there shall be a minimum horizontal separation of three hundred feet (300') between the WCFs of a single licensed carrier and a minimum horizontal separation of one hundred feet (100') between the WCFs of any other licensed carrier.
- f. Approval Of Encroachment Permit: An encroachment permit shall be approved by the city council after staff review of the WCF permit application.
- g. Relocation Underground: In the event the utilities located on a street pole are relocated underground, the WCF shall be relocated to another location pursuant to the requirements of this chapter.

17.140.050: SAFETY:

- A. Federal Requirements: All WCFs shall meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the WCFs governed by this chapter shall bring such WCFs into compliance with the revised standards and regulations within three (3) months of the effective date of the revised standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal agency. Failure to bring WCFs into compliance with such revised standards and regulations shall constitute grounds for the removal of the WCF at the owners' expense.
- B. Antenna Support Structure Safety: The applicant shall demonstrate that the proposed antenna and support structure is safe and the surrounding areas shall not be negatively affected by support structure failure, falling ice or other debris or interference. All support structures shall be fitted with anticlimbing devices, as approved by the manufacturers.

17.140.060: MAINTENANCE:

- A. Each permittee shall maintain its WCF in a good and safe condition, preserving the original appearance and concealment, disguise or screening elements incorporated into the design at the time of approval and in a manner which complies with all applicable federal, state and local requirements. Such maintenance shall include, but not be limited to, such items as painting, repair of equipment and maintenance of landscaping. If the permittee fails to maintain the facility, the city may undertake the maintenance at the expense of the permittee or terminate the permit, at its sole option.
- B. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable city building codes and the applicable standards for towers that are published by the EIA, as amended from time to time. If, upon inspection, the city concludes that the tower fails to comply with such codes or standards and constitutes a danger to persons or property, then, upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days constitutes grounds for the removal of the WCF at the owner's expense.

17.140.070: MODIFICATION:

- A. New Permit: Any proposed change or addition to any WCF shall require the issuance of a new WCF permit, pursuant to the requirements of this chapter. This provision shall not apply to routine maintenance of a WCF or to the replacement of any portion of the WCF with identical equipment on a WCF in conformance with this chapter.
- B. Facility Upgrade: At the time of modification or upgrade of facilities, existing equipment shall be replaced with equipment of equal or greater technical capacity and reduced in size so as to reduce visual impact.
- C. Existing Uses:
 - 1. All WCFs existing on the effective date hereof shall be allowed to continue their operation as they presently exist, subject to section [17.140.080](#) of this chapter. Routine maintenance shall be permitted. However, construction involving the replacement of support structure apparatus, antennas or any exterior alteration shall comply with all the requirements of this chapter.
 - 2. Emergency service WCFs may obtain a waiver from the city council in order to preserve the public health and safety. In order to receive a waiver, the city council must determine that the modifications cannot comply with this chapter without an extreme burden to the citizens of Ketchum. The waiver shall be noticed pursuant to the public hearing requirements identified in subsection [17.140.030G](#) of this chapter.

17.140.080: ABANDONMENT OR DISCONTINUATION OF USE:

- A. Construction or activation of a WCF shall commence within ninety (90) days of approval of the WCF permit or the permit shall be null and void. An additional ninety (90) day extension may be granted by the approving body due to weather conditions or other extenuating circumstances beyond the control of the applicant as accepted by said approval body. Requests and approvals of extensions shall be made in writing.
- B. At such time that a licensed carrier plans to abandon or discontinue operation of a WCF, such carrier shall notify the city by certified U.S. mail of the proposed date of abandonment or discontinuation of operations. Such notice shall be given no less than thirty (30) days prior to abandonment or discontinuation of operations. In the event that a licensed carrier fails to give such notice, the WCF shall be considered abandoned upon such discontinuation of operations.
- C. Upon abandonment or discontinuation of use, the carrier shall physically remove the WCF within ninety (90) days from the date of abandonment or discontinuation of use. "Physically remove" shall include, but not be limited to:
 - 1. Removal of antennas, support structures, equipment enclosures and security barriers from the subject property;
 - 2. Proper disposal of the waste materials from the site in accordance with local and state solid waste disposal regulations;
 - 3. Restoring the location of the WCF to its natural condition; except, that any landscaping and grading shall remain in the after condition. Minor modification for integration with other landscaping or site design will be permitted and approved by staff.

- D. If a carrier fails to remove a WCF in accordance with this section, the city may cause the facility to be removed, and all expenses of removal shall be paid by the owner of the land where the facility is located.
- E. In the event that more than one provider is using the WCF, the WCF shall not be considered abandoned until all such users cease using the structure as provided in this chapter.

17.140.90: EXEMPT COMMUNICATION FACILITIES:

- A. The requirements imposed by this title shall not apply to antennas designed to receive video programming signals from direct broadcast satellite (DBS) services, multichannel multipoint distribution providers (MMDS), or television broadcast stations (TVBS); provided, that all of the following conditions are met:
 - 1. The antenna measures thirty nine inches (39") (1 meter) or less in diameter.
 - 2. The antenna, if attached to a building, shall comply with subsections [17.140.040B1](#) and B2 of this chapter.
 - 3. The antenna is attached to a freestanding tower measuring less than twelve feet (12') in height.
- B. Additionally the requirements of this title shall not apply to Wi-Fi facilities serving an individual building or development or a wireless communications facility that measures less than four (4) cubic feet in size.

17.140.100: RECOVERY OF CITY COSTS:

The wireless communication providers use various methodologies and analysis tools, including geological based computer software, to determine the specific technical parameters of personal wireless services and low power mobile radio facilities, such as expected coverage area, antenna configuration, topographic constraints that affect signal paths, etc. In certain instances, there may be need for expert review by a third party of the technical data submitted by the applicant. The city council or the Commission shall require such technical review to be paid for by the applicant. The selection of the third party expert shall be at the city's discretion. Based on the results of the third party review, the city may require changes to the application for the WCF that comply with the recommendations of the expert. The expert review of the technical submission shall address the following:

- A. The accuracy and completeness of submissions;
- B. The applicability of analysis techniques and methodologies;
- C. The validity of conclusions reached; and
- D. Any specific technical issues designated by the city.

17.140.110: REVOCATION OR TERMINATION OF PERMIT:

A permit issued pursuant to this chapter may be revoked for the following reasons:

- A. Construction and/or maintenance operation of a WCF at an unauthorized location;
- B. Construction or operation of a WCF in violation of any of the terms and conditions of this chapter or the conditions attached to the permit;
- C. Misrepresentation or lack of candor by or on behalf of an applicant, permittee or wireless communication provider in any application or written or oral statement upon which the city substantially relies in making the decision to grant, review or amend any permit pursuant to this chapter;
- D. Abandonment of the WCF as set forth in this chapter; or
- E. Failure to promptly cure a violation of the terms or conditions of the permit.

17.140.120: NOTICE AND DUTY TO CURE:

- A. Notice: In the event the city believes that grounds exist for revocation of a permit, the permittee shall be given written notice, by certified mail, of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the permittee a reasonable period of time, not exceeding thirty (30) calendar days, to furnish evidence:
 - 1. That corrective action has remedied the violation or noncompliance;
 - 2. That rebuts the alleged violation or noncompliance; and/or
 - 3. That it would be in the public interest to impose some penalty or sanction less than revocation.
- B. Hearing: In the event that a permittee fails to provide evidence reasonably satisfactory to the city as provided in subsection A of this section, the city shall refer the apparent violation or noncompliance to the Commission.
 - 1. The Commission shall provide the permittee notice and reasonable opportunity to be heard concerning the matter, and a public hearing shall be conducted.
 - 2. Within ten (10) calendar days of the completion of the hearing, the Commission shall issue a written decision revoking the WCF permit or imposing such lesser sanctions as may be deemed appropriate under the circumstances.
 - 3. In making its decision, the Commission shall apply the following factors:
 - a. Whether the misconduct was egregious;
 - b. Whether substantial harm resulted;
 - c. Whether the violation was intentional;
 - d. Whether there is a history of prior violations of the same or other requirements;
 - e. Whether there is a history of overall compliance; and
 - f. Whether the violation was voluntarily disclosed, admitted or cured.

CHAPTER 17.144
APPEALS

17.144.010: APPEALS OF PLANNING AND ZONING ADMINISTRATOR DECISIONS:

An appeal of any order, requirement, decision or determination of the Administrator made in the administration or enforcement of this title may be taken by any affected person, as that term is defined by Idaho Code section 67-6521, as it may be amended from time to time, or any officer or department of the city, to the Commission by filing a notice of appeal in writing with the office of the Administrator of the city in the manner prescribed in this chapter.

- A. Action Required By The Administrator: The Administrator shall certify that all procedural requirements have been satisfied and fees paid and transmit to the Commission the original of all papers constituting the record in the case, together with the order, requirement, decision or determination of the Administrator.
- B. Hearing And Notice: The Commission shall, following receipt of the Administrator's certificate and the record of the case, set the matter for hearing and give notice of the date, time, place and purpose thereof and of the right to request a copy of the decision thereon, to the appellant, the Administrator, and to any other affected person, as defined in Idaho Code section 67-6521, as that section may be amended from time to time, all in accordance with Idaho Code section 67-6501 et seq., as may be amended from time to time.
- C. Authority Of Commission: Upon hearing the appeal, the Commission shall consider the record, the order, requirement, decision or determination of the Administrator and the notice of appeal, together with oral presentation and written legal arguments by the appellant and the Administrator. The Commission shall not consider any new facts or evidence at this point. The Commission may affirm, reverse or modify, in whole or in part, the order, requirement, decision or determination of the Administrator.
- D. Decision By Commission: The Commission shall enter a decision within thirty (30) days after the hearing on appeal, which shall include its written findings of fact and conclusions of law separately stated. The Commission shall transmit a copy of the decision to the appellant and any affected person who has requested a copy in writing, as defined in Idaho Code section 67-6521, as that section may be amended from time to time.

17.144.020: APPEALS OF PLANNING AND ZONING COMMISSION DECISIONS:

An appeal of any order, requirement, decision or determination of the Commission made in the administration or enforcement of this title may be taken by any affected person, as that term is defined by Idaho Code section 67-6521, as it may be amended from time to time, or any officer or department of the city, to the city council by filing a notice of appeal in writing with the office of the Administrator of the city in the manner prescribed in this chapter.

- A. Action Required By The Administrator: The Administrator shall certify that all procedural requirements have been satisfied and fees paid and transmit to the council the original of all papers constituting the record in the case, together with the order, requirement, decision or determination

of the Commission. A verbatim transcript of the Commission proceedings shall be prepared and transmitted to the council at the appellant's expense.

- B. **Hearing And Notice:** The council shall, following receipt of the Administrator's certificate and the record of the case, set the matter for hearing and give notice of the date, time, place and purpose thereof and of the right to request a copy of the decision thereon, to the appellant, the Commission, and to any other affected person, as defined in Idaho Code section 67-6521, as that section may be amended from time to time, all in accordance with Idaho Code section 67-6501 et seq., as may be amended from time to time.
- C. **Authority Of Council:** Upon hearing the appeal, the council shall consider only matters which were previously considered by the Commission as evidenced by the record, the order, requirement, decision or determination of the Commission and the notice of appeal, together with oral presentation and written legal arguments by the appellant, the applicant, if different than the appellant, and the Commission and/or staff representing the Commission. The council shall not consider any new facts or evidence at this point. The council may affirm, reverse or modify, in whole or in part, the order, requirement, decision or determination of the Commission. Furthermore, the council may remand the application to the Commission for further consideration with regard to specific criteria stated by the council.
- D. **Decision By Council:** The council shall enter a decision within thirty (30) days after the hearing on appeal, which shall include its written decision separately stated. The council shall transmit a copy of the decision to the appellant and any affected person who has requested a copy in writing, as defined in Idaho code section 67-6521, as that section may be amended from time to time.
- E. **Appeal Of Council:** In the event of an appeal of a decision of the council to district court, applications approved by the city will be processed by the city during the pendency of the appeal.

17.144.030: TIME FOR FILING APPEALS:

All appeals permitted or authorized by this title shall be taken and made in the manner and within the time limits as follows: The written notice of appeal shall be filed before five o'clock (5:00) P.M. of the fifteenth calendar day after the order, requirement, decision or determination of the Administrator has been made or after findings of fact have been approved by the Commission, whichever is applicable. The failure to physically file a notice of appeal with the Administrator of the city within the time limits prescribed by this section shall be jurisdictional and shall cause automatic dismissal of such appeal.

17.144.040: FEE FOR APPEALS:

An administrative fee and a fee equal to the expense of giving notice and providing the transcript shall be paid within two (2) days after receipt from the Administrator of the amount of the fee. In the event the fee is not paid as required, the appeal shall not be considered filed.

17.144.050: NOTICE OF APPEAL; FORM AND CONTENTS:

The notice of appeal shall be in writing and in such form as shall be available from the office of the Administrator, which shall require to be set forth with specificity all bases for appeal, including the particulars regarding any claimed error or abuse of discretion.

CHAPTER 17.148
VARIANCES

17.148.010: VARIANCE CRITERIA:

A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon a showing of undue hardship because of unique characteristics of the site, and that the variance is not in conflict with the public interest. Accordingly, a variance shall be granted by the Commission, only if the applicant demonstrates all of the following:

- A. The strict enforcement of the provisions of this title creates an undue hardship to the property owner; however, economic feasibility shall not be considered an undue hardship;
- B. The variance is necessary because of the unique size, shape, topography or location of the subject property;
- C. The subject property is deprived, by provision of this title, of rights and privileges enjoyed legally by other properties in the vicinity and under an identical zone;
- D. The need for the variance is not the result of actions of the applicant or property owner;
- E. The variance does not create health and safety hazards;
- F. The variance does not relieve an applicant from any of the procedural provisions of this title;
- G. The variance does not relieve an applicant from any standard or provision that specifically states that no variance from such standard or provision is permitted;
- H. The variance does not relieve an applicant from conditions established during prior permit review;
- I. The variance does not allow establishment of a use that is not otherwise permitted in the zone in which the subject property is located; and
- J. The variance is the minimum necessary to grant relief to the applicant.

17.148.020: PROCEDURE:

- A. Application And Fee: Every person seeking a variance shall submit an application to the planning department on a prescribed form, accompanied by the appropriate filing fee as approved by the council. Application forms shall be accompanied by supporting information as defined by the application form.
- B. Hearing: Prior to granting a variance, at least one hearing in which interested persons shall have an opportunity to be heard shall be held before the Commission.

- C. Mailing: Notice shall also be mailed to property owners adjoining the parcel under consideration. Said notice shall be mailed at least fifteen (15) days prior to said hearing and shall contain notice of the time and place and a summary of the proposal. Failure to mail such notice to every property owner due to clerical omissions shall not affect the validity of any hearing or determination of the Commission.
- D. Commission Action: Following the hearing, the Commission shall approve, deny or approve with conditions the application for a variance within sixty (60) days from said hearing.

17.148.030: NONTRANSFERABLE:

A variance is not transferable from one parcel of land to another.

17.148.040: APPLICATION; RESUBMITTAL:

No application for a variance which has been denied by the Commission or the council shall be resubmitted in either the same or substantially the same form in less than one year from the date of final action.

17.148.050: TERM OF PERMITS:

All variances shall be issued and construction shall commence within six (6) months from the date that such variance is granted; otherwise, the variance shall no longer be considered valid.

**CHAPTER 17.152
AMENDMENT AND RECLASSIFICATION**

17.152.010: GENERAL PROCEDURE:

The following provisions shall apply to a request for amendment of this title or reclassification of property within the city limits. Amendments to this title which shall be in accordance with the laws of the state and all other applicable city ordinances shall require the following actions:

- A. Study and recommendation concerning the proposed amendment by the Commission; and
- B. Completion of a public hearing before the city council after at least fifteen (15) days' notice of the time and place of such hearing shall have been given by at least one publication in a newspaper of general circulation within the city.

17.152.020: SPECIAL PROCEDURE:

Before submitting a report and recommendation on any proposed amendment to this title, the Commission shall hold a public hearing on the proposed amendment with the following special conditions required:

- A. For proposed amendments to the zoning district map and amendments to this title, where public notice thereof is required to be mailed to seven hundred fifty (750) or more property owners or purchasers of record, alternative methods of providing said public notice may be used pursuant to Idaho Code section 67-6511. Said alternative forms of notice shall be provided at least fifteen (15) days prior to said public hearing and shall contain notice of time and place of the hearing and a summary of the amendment to be discussed. Said forms of alternative notice shall be:
 - 1. Posting of said notice of hearing in three (3) conspicuous locations within the city;
 - 2. Publishing said notice of hearing in the official newspaper of said city;
 - 3. Making said notice of hearing available to other local newspapers; and
 - 4. Making said notice of hearing available to the local radio stations for a public service announcement.
- B. For proposed amendments to the zoning district map, the applicant shall be charged a fee to cover the cost of advertising and processing.

17.152.030: APPLICATIONS:

Applications from a property owner shall be filed with the Commission, accompanied by such data and information necessary to assure the fullest presentation of facts.

17.152.040: REAPPLICATIONS:

No application from an owner of property for the same general purpose concerning the same property which has been denied by the council shall be received or processed within twelve (12) months after such denial.

17.152.050: INVESTIGATION:

The Commission may cause to be made, or by any member of the city staff, such investigation of facts bearing upon the application or matter set for hearing, as in the opinion of the Commission will serve to provide the necessary information to enable the Commission to act.

**CHAPTER 17.154
DEVELOPMENT AGREEMENT ZONING**

17.154.010: INTENT AND PURPOSE:

- A. Traditional zoning regulates the use of land and structures by assigning each use to one or more districts. However, the functions and characteristics of an increasing number of new kinds of land uses, combined with conclusive experience regarding some of the older, familiar kinds of uses, call for a more flexible and equitable procedure for properly accommodating these uses within the community, while protecting the health, safety and general welfare of the city of Ketchum's residents. Rather than assigning all uses to special individual and limited zoning districts, the city's goals can be met by providing controllable and reasonable flexibility in requirements for certain kinds of uses. This allows practicable latitude for the owner and maintains adequate provisions for the security of the health, safety and general welfare of the community's inhabitants.

- B. In order to accomplish such a dual objective, specified activities or uses must be evaluated for suitability as it relates to proposed conditions of location, design, size, operation, intensity of use, generation of traffic and traffic movement, concentration of population, processes and equipment employed, amount and kind of public facilities and services required, together with other possible impacts. Land and structure uses possessing these particularly unique characteristics are designated as conditionally permissible uses and are permitted through the issuance of a zoning development agreement, with such conditions and safeguards attached as may be deemed necessary for the protection of the public welfare.

- C. Where, in the opinion of the city council (council), the Commission , or the Administrator, approval of a requested zone or rezone by itself cannot satisfy the requirements set forth in this title and the comprehensive plan, this chapter is intended to provide reasonable standards and procedures in order to:
 - 1. Implement the goals and policies of the Ketchum comprehensive plan, specifically, but not inclusively, the provision of affordable housing, passive and active open space, transportation improvements, public infrastructure improvements and sensitive areas (riparian, avalanche, steep slopes and floodplain) protection;
 - 2. Preserve and protect the character of Ketchum;
 - 3. Assure the safety, health, and general welfare of present and future inhabitants of the city of Ketchum;
 - 4. Protect and enhance the natural, cultural, and historic resources of the city from adverse impacts and to integrate new development harmoniously into the city's natural and built environment;
 - 5. Promote the development of an economically sound and stable community;
 - 6. Accommodate other necessary or innovative types of development while balancing and respecting private property rights;
 - 7. Encourage and promote affordable housing;
 - 8. Provide the integration of specific land uses in neighborhoods that are determined compatible, but prohibited by current zoning; and
 - 9. Improve circulation and reduce traffic congestion and hazards on existing and proposed roadways.

17.154.020: APPLICABILITY:

- A. Use: Use of zoning development agreements, as specified in subsection [17.154.030A](#) of this chapter, in the annexation or rezoning process may be utilized in any zoning district, regardless of lot size, subject to the standards provided for in this chapter. The proposed use shall meet all setback, height and building coverage requirements of the proposed zone. Any of the discretionary conditions of this chapter as applied shall be in addition to the zone's minimum requirements.
- B. Subsequent Actions: A zoning development agreement shall not prevent the city, in subsequent actions applicable to the property, from applying new standards, regulations, or policies that do not conflict with commitments applicable to the property as set forth within a duly executed agreement.
- C. Encumbrance: The property owner(s), co-property owner(s), developer(s), agent(s) of property owner or developer, assignee(s) of property owner(s) or developer(s) and all subsequent property owners or developers of the real property that is encumbered by the zoning development agreement shall comply with all conditions, terms, obligations, and duties contained in said agreement. Failure to comply shall result in termination of the agreement as specified in section [17.154.060](#) of this chapter.

17.154.030: APPLICATION PROCEDURES:

- A. Request For A Zoning Development Agreement:
 - 1. A request to enter into a zoning development agreement for the subject property may be submitted by the applicant or required by the Commission, the Administrator, or the council at any point during the processing of the rezoning request.
 - 2. In the event of a determination by the council that a zoning development agreement should be entered into, the council shall remand the matter back to the Commission for a public hearing as specified in subsection E of this section. The council shall, upon remand, direct the Commission on the specific issues to be addressed by the zoning development agreement.
- B. Filing Requirements: A request for a zoning development agreement must be determined to be complete by the city prior to processing. The city shall determine a zoning development agreement request complete when the information described below is included with a complete zone change application:
 - 1. The application form shall include at a minimum:
 - a. Name, address and telephone number of the property owner, any coapplicants as well as any representatives for the property owner and/or coapplicants.
 - b. Original signatures for the property owner and all coapplicants. If the property owner or coapplicant will be represented by another, the original signature authorizing the representative to represent the property owner and/or coapplicant shall also be submitted.
 - c. A complete legal description of the subject property.
 - d. Title report.
 - e. Application fee.

2. Four (4) copies plus one reduced to at least eleven inches by seventeen inches (11" x 17") of the architectural plan of the proposed construction in sufficient detail to show the following:
 - a. Floor plan (not less than $\frac{1}{8}$ inch scale).
 - b. All exterior elevations.
 - c. Section through the highest point of the building indicating existing, natural and proposed grade, with dimensions. If the subject property is located in the CC community core zone, an analysis of the height invisible plane shall also be submitted.
 - d. Type and color of exterior materials and roofing.
 - e. Location and type of exterior lighting.
 - f. Existing structures and land uses on and adjacent to the subject property.
 - g. Adjacent roadways, proposed roadways, ingress and egress from said roadways, parking and pedestrian circulation and access.
 - h. Property lines with dimensions, adjacent land uses, structures and zoning.
 - i. Topography at one foot (1') intervals or spot elevations.
 - j. Scale, north arrow, and legend.
 - k. Existing watercourses, utility lines, easements, deed restrictions and other built or natural features restricting the use of the subject property.
 - l. Existing vegetation, labeled as to remain or be removed.
 - m. Conceptual landscape plan that includes plant location, general species type and quantity.
 3. A draft zoning development agreement as specified in subsection D of this section.
 4. A written description of the proposed development, including the uses, and how it integrates and complements adjacent land uses.
 5. A written narrative demonstrating compliance with the goals and policies of the Ketchum comprehensive plan.
 6. A traffic analysis that includes adjacent roadways, proposed roadways, ingress and egress from said roadways, parking, pedestrian circulation and impacts to nonmotorized and transit facilities.
 7. Signed and notarized statement by the applicant indicating that failure to comply with all commitments in the approved zoning development agreement shall be deemed consent to revert the zoning of the property to the preexisting zone, or in the case of an initial zone at annexation, a zone deemed appropriate by the council.
 8. Phasing plan and proposed phasing schedule.
 9. Additional information as reasonably required at the discretion of the Administrator, Commission or council prior to or during the review process.
 10. The materials required in this subsection may be waived by the Administrator after administrative review of the application should no need be found therefor.
- C. Resubmission Of Application: No application for a zoning development agreement which has been denied wholly or in part by the council shall be resubmitted until the expiration of one year or more from the date of such denial, except on grounds of newly discovered evidence or proof of changed conditions which would be sufficient to justify reconsideration as determined by the council. At the expiration of one year from the date of the original application, each reapplication shall be accompanied by the required fee.
- D. Attorney Review: The draft zoning development agreement shall be reviewed by the city attorney as to form prior to Commission review and shall contain, at a minimum, the following:

1. List of use(s) to be allowed.
2. Permitted square footage and building locations.
3. Identification of development standards that shall be required under the agreement.
4. Identification of locations for permitted uses on approved conceptual plan.
5. Planned implementation of improvements with a construction and completion schedule.
6. A provision that the standards and processes of the design review overlay district shall apply to the development of the property.
7. A provision for the use of a security agreement for project completion if the proposal is developed in phases.
8. A provision that the property owner/developer acknowledges and agrees that failure to comply with the terms of the agreement shall result in a reversion of the zoning of the real property to the zoning existing immediately prior to the agreement, pursuant to the procedure set forth in Idaho Code section 67-6511A.
9. A provision specifying that unless modified or terminated by the governing board, pursuant to section [17.154.060](#) of this chapter, the commitment and all conditions, terms, duties and obligations included in said commitment are binding on the owner of the property, each subsequent property owner and every person(s) acquiring interest in said property.
10. Other conditions attached to the project through the public hearing process.
11. The Administrator may waive subsections D2, D4 and D5 of this section after administrative review of the application should no need be found therefor.

E. Public Hearing: The Commission shall review and make recommendation to the council regarding the zoning development agreement as part of the public hearing process for an annexation or rezone request pursuant to Idaho Code section 67-6509. The Commission shall conduct at least one public hearing, in which interested persons shall have an opportunity to be heard. The council shall conduct at least one public hearing in addition to the public hearing conducted by the Commission. The public hearings shall be conducted and noticed as described below, but at a minimum shall comply with section 67-6509, Idaho Code. The public hearings shall be noticed in the following manner:

1. Publication: At least fifteen (15) days prior to the public hearing, notice of the time and place and a summary of the proposal shall be published in the official newspaper or paper of general circulation within the city. Notice shall also be made available to other newspapers and radio and television stations serving the city for use as public service announcements.
2. Posting: Notice shall be posted on the premises not less than one week prior to the public hearing.
3. Mailing:
 - a. Notice shall be mailed to property owners or purchasers of record within the land being considered, and within three hundred feet (300') of the external boundaries of the land being considered, and to all political subdivisions providing services within the city, including school districts.
 - b. When notice is required to two hundred (200) or more property owners or purchasers of record, alternative methods of providing said public notice may be used pursuant to Idaho Code section 67-6511. Said alternative forms of notice shall be provided at least fifteen (15) days prior to said public hearing and shall contain notice of time and place of the hearing and a summary of the amendment to be discussed. Said forms of alternative notice shall be:
 - (1) Posting of said notice of hearing in three (3) conspicuous locations within said city; and

- (2) Publishing said notice of hearing in the official newspaper of said city; and
 - (3) Making said notice of hearing available to other local newspapers; and
 - (4) Making said notice of hearing available to the local radio stations for a public service announcement with regard thereto.
 - c. For proposed amendments to the zoning district map, the applicant shall be charged a fee to cover the cost of advertising and processing.
- F. Additional Hearing: If the council makes a material change in the recommendation or alternative options contained in the recommendation by the Commission concerning adoption, amendment or repeal of a plan, further notice and hearing shall be provided before the council adopts, amends or denies the request.
- G. Recordation: Zoning Development agreements shall be recorded in the office of the Blaine County recorder and shall take effect upon adoption of the ordinance establishing the zoning map amendment by the council. A copy of the agreement shall be attached to the ordinance establishing the rezone.

17.154.040: STANDARDS:

- A. Applicability: The standards identified in this section shall apply to all annexations and rezones involving zoning development agreements, unless otherwise waived by the Administrator, Commission or council.
- B. Comprehensive Plan Compliance: The proposal is in conformance with and promotes the purposes and goals of the comprehensive plan, this title and other applicable ordinances of the city, and not in conflict with the public interest.
 - 1. There will be no significant adverse effect(s) resulting from the proposed zone change and uses(s) authorized upon the public health, safety and general welfare of the neighborhood or the community as a whole.
 - 2. Includes community or employee housing, as defined in section [16.08.030](#) of this code, for rezones requesting a higher density zone. Payment in lieu may be accepted for fractions of units as determined by the council.
- C. Compliance With City Codes:
 - 1. All design review standards in [chapter 17.96](#) of this code shall be carefully analyzed and considered for all proposals. This includes detailed analysis of building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.
 - 2. A project encompassing three (3) or more acres or otherwise meeting the requirements under subsection [16.08.080A](#) of this code is required to submit a planned unit development conditional use permit pursuant to [chapter 16.08](#) of this code.
 - 3. The project shall be in conformance with this title; [title 16](#), "Subdivision Regulations", of this code; [title 12](#), "Streets, Sidewalks, Public Utility Easements And Public Places", of this code, and all other applicable city ordinances and regulations.

17.154.050: ENFORCEMENT:

Zoning development agreements may be enforced by the city through any means deemed to be

appropriate, including, but not limited to, specific enforcement, termination of water service, injunctive relief, monetary damages, criminal penalties and/or termination. Such enforcement options shall not be considered exclusive, but may be combined as deemed appropriate by the city.

17.154.060: MODIFICATION AND TERMINATION:

- A. Modification Of Agreements: Zoning development agreements may only be modified through the public hearing process identified in subsection [17.154.030E](#) of this chapter.
- B. Termination Of Agreements:
1. Zoning development agreements may be conditioned to expire after a prescribed time limit authorized by the council.
 2. Zoning development agreements may be amended or terminated by the council, after a public hearing pursuant to subsection [17.154.030E](#) of this chapter, for failure to comply with the commitments expressed in the zoning development agreement.
 3. Upon termination of a zoning development agreement pursuant to this section, the property shall revert to the prior zone or, in the case of initial zone at annexation, to a zone deemed appropriate by the council. Zoning development agreements may only be modified through the public hearing process identified in subsection [17.154.030E](#) of this chapter. All uses that are not compatible with the subsequent zoning designation following termination of the zoning development agreement shall cease. The owner of the property shall apply for a conditional use permit for the property if the use(s) is conditionally allowed within the subsequent zoning district.
- C. Notice: In the event the city believes that grounds exist for revocation of a permit, the property owner shall be given written notice, by certified mail, of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the property owner a reasonable period of time not exceeding thirty (30) calendar days to furnish evidence:
1. That corrective action has remedied the violation or noncompliance;
 2. That rebuts the alleged violation or noncompliance; and/or
 3. That a zoning development agreement application to modify the existing zoning development agreement has been submitted and accepted by the city for processing.
- D. Hearing: In the event that a property owner fails to provide evidence reasonably satisfactory to the city as provided for in subsection C of this section, the city shall refer the apparent violation or noncompliance to the council for a public hearing pursuant to subsection [17.154.030E](#) of this chapter.
1. The council shall provide the property owner notice and reasonable opportunity to be heard concerning the matter, and a public hearing shall be conducted.
 2. Within ten (10) calendar days of the completion of the hearing, the council shall issue a written decision terminating the zoning development agreement or remanding it back to the Commission for the amendment process pursuant to the public hearing process specified within subsection [17.154.030E](#) of this chapter.
- E. Recordation: A document recording such termination and zoning reversal shall be recorded in the office of the Blaine County recorder.

**CHAPTER 17.156
ENFORCEMENT**

17.156.010: GENERAL PROVISIONS:

No owner or agent of the owner shall construct, use or occupy any building, structure or improvement upon real property in violation of this title. The landowner, tenant, subdivider, builder, or any other person who commits, allows, participates in, assists in or maintains such violation shall be found guilty of such a violation. The provisions of this title shall be enforced in the following manner:

- A. A violation of this title shall be a misdemeanor, punishable by a fine not to exceed three hundred dollars (\$300.00), or imprisonment in the Blaine County jail for a period not to exceed six (6) months, or both. Each day that such a violation continues shall constitute a separate criminal offense.
- B. Appropriate actions and proceedings may be taken at law or in equity to prevent any violation of these regulations, to prevent unlawful construction, to recover damages, to restrain, correct, or abate a violation, or to prevent illegal occupancy of a building, structure or premises, and these remedies shall be in addition to the penalties described above.
- C. No building permit or other approval or permit shall be issued for the construction of any building, structure or improvement in violation of this title. The issuance or granting of a permit or approval shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this title or of any other ordinance, rule or regulation of the city. No permit presuming to give authority to violate or cancel the provisions of this title shall be valid.

17.156.020: INSPECTION:

The building inspector and his or her authorized representative are empowered to cause any building, other structure or tract of land to be inspected and examined, and to order in writing the remedying of any condition found to exist therein or threat in violation of any provisions of this title. After any such order has been served, no work shall proceed on any building, other structure or tract of land covered by such order, except to correct or comply with such order.

17.156.030: CRIMINAL LIABILITY:

A person shall be guilty of a misdemeanor in any case where:

- A. Any violation of any of the provisions of this title exists in any building or any other structure or on a tract of land;
- B. An order to remove any such violation has been served upon the owner, general agent, lessee or tenant of the building, other structure or tract of land (or any part thereof), or upon the architect, builder, contractor or any other person who commits or assists in any such violation; and
- C. Such person shall fail to comply with such order within ten (10) days after service.

17.156.040: INJUNCTION:

In addition to any of the foregoing remedies, the city attorney, acting on behalf of the city council, may maintain an action for an injunction to restrain any violation of this title.

17.156.050: LIABILITY FOR DAMAGES:

This title shall not be construed to hold the city responsible for any damage to persons or property by reason of the inspection or reinspection authorized herein or failure to inspect or reinspect or by reason of issuing a building permit as herein provided.