



PLANNING AND ZONING COMMISSION AGENDA

Monday, December 12, 2016

Ketchum City Hall

480 East Avenue North, Ketchum, ID 83340

1. **5:30 PM - CALL TO ORDER: City Hall, 480 East Avenue North, Ketchum, Idaho**
2. PUBLIC COMMENT - Communications from the public for items not on the agenda.
3. COMMUNICATIONS FROM STAFF
 - a. *Continued from Monday, November 14, 2016 and Monday, November 28, 2016:* 8th and Washington Conditional Use Permit: 191 East 8th Street/ 831 North Washington Avenue, Ketchum, Idaho (Eight & Washington Building Condo): The applicant is proposing to add a new upper floor to the existing structure and to remodel the interior of the existing structure, which will result in 4,005 square feet of commercial space and 4 residential units totaling 3,927 square feet. The property is 0.25 acres and is zoned Light Industrial-1 (LI-1).
 - b. *Continued from Monday, November 14, 2016 and Monday, November 28, 2016:* 8th and Washington Design Review: 191 East 8th Street/ 831 North Washington Avenue, Ketchum, Idaho (Eight & Washington Building Condo). The applicant is proposing to add a new upper floor to the existing structure and to remodel the interior of the existing structure, which will result in 4,005 square feet of commercial space and 4 residential units totaling 3,927 square feet. The property is 0.25 acres and is zoned Light Industrial-1 (LI-1).
 - c. *Continued from Monday, June 13, 2016, Monday, June 27, 2016, Monday, July 11, 2016, Monday, July 25, 2016, Monday, October 10, 2016, and Monday, October 24, 2016:* Bracken Station Conditional Use Permit - 911 North Main Street, Ketchum, ID (Ketchum AM Lot 5A Block 30 18,590 SF). The applicant is proposing to construct a motor vehicle fueling station with accessory food service. The property is 0.435 acres in size and zoned Light Industrial-1 (LI-1).
 - Appendix A – Staff Report, dated October 24, 2016, prepared for the Bracken Station Conditional Use Permit Application (#16-034)
 - Appendix B – All Public Comment Received June 25, 2016 through December 5, 2016
 - Appendix C – “Bracken Station Traffic Impact Study Updated” dated October 3, 2016
4. CONSENT CALENDAR
 - a. 151 South Main Street/Limelight Hotel (Ketchum AM Lot 1A Block 20): Final Plat
 - b. Minutes: November 28, 2016
5. FUTURE PROJECTS AND NOTICING REQUIREMENTS
6. STAFF REPORTS & CITY COUNCIL MEETING UPDATE
7. COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE
8. ADJOURNMENT

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



City of Ketchum Planning & Building

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STAFF REPORT KETCHUM PLANNING AND ZONING COMMISSION REGULAR MEETING OF December 12, 2016

PROJECT: 191 East 8th Street (Eighth and Washington Building)

FILE NUMBER: #16-083

OWNERS: Doug Webb

REPRESENTATIVE: Ruscitto Latham Blanton P.A.

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

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

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

OVERLAY: None

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

Continuation of the hearing to November 28th, 2016 was announced during the November 14th hearing. Continuation of the hearing to December 12th, 2016 was announced during the November 28th, 2016 hearing.

REVIEWER: Carl Anderson, Associate Planner

INTRODUCTION

The first public hearing for this proposal occurred on November 14th, 2016. The hearing was continued to November 28th, 2016. During the November 28th hearing the Commission deliberated and requested additional information of the applicant, and the application was continued to the December 12th, 2016 hearing. The report that follows contains staff comments regarding the updated ADA accessible parking on-site located in section 17.116.030(B), the updated Site Landscape Plan A1.1 submitted by the applicant for the December 12th, 2016 hearing, and a letter from the owner Doug Webb regarding snow storage removal from the site.

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

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

Conditional Use Permit Overview

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

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

- The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district;
- The conditional use will not materially endanger the health, safety and welfare of the community;
- The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood;
- The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area, or conditions can be established to mitigate adverse impacts;
- The conditional use is not in conflict with the policies of the comprehensive plan or the basic purposes of the Zoning Ordinance.

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

- A. Minimizing adverse impact on other development.
- B. Controlling the sequence and timing of development.
- C. Controlling the duration of development.
- D. Assuring that development is maintained properly.
- E. Designating the exact location and nature of development.
- F. Requiring the provision for on site or off site public facilities or services.
- G. Requiring more restrictive standards than those generally required in an ordinance.
- H. Requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the city. (Ord. 1135, 2015)

Additionally, section 17.124.090.A (10) of the Ketchum Municipal Code pertaining to residential standards in the Light-Industrial district states that the following conditions may be attached to the conditional use permit:

- A. Access to the apartments relative to design and relationship to light industrial uses;
- B. Location of residential and light industrial parking on the site;
- C. Restrictions on exterior storage of personal property of tenants;
- D. Certificate of occupancy required prior to occupancy of units;
- E. Ketchum fire department and Ketchum building department requirements shall be met prior to occupancy;

- F. Permit shall be reviewed when light industrial occupancies within the building change;
- G. Snow removal required to ensure utility of residential spaces;
- H. Such proof of long term occupancy as deemed appropriate;
- I. Any portion or all waived fees become due and payable upon conversion of resident housing unit(s) to light industrial uses; and/or
- J. Any other condition deemed to enhance the purposes under this use, or to establish or promote the criteria referenced in subsections A1 through A9 of this section.

STAFF RECOMMENDATION

Staff recommends approval of the application and supporting plans as presented.

COMMISSION OPTIONS

1. **Denial of the Application:** "Motion to deny the application from owner Doug Webb and representative Ruscitto Latham Blanton for a Conditional Use Permit application for a third floor addition to the existing 191 East 8th Street Building, to be used as residential space, finding the application **does not** meet the standards for approval under Chapter 17.116 of Ketchum Zoning Code Title 17, for the following reasons: [cite findings for denial]."
2. **Approval of the Application:** "Motion to approve the application from owner Doug Webb and representative Ruscitto Latham Blanton for a Conditional Use Permit application for a third floor addition to the existing 191 East 8th Street Building, to be used as residential space, finding the application meets the standards for approval under Chapter 17.116 of Ketchum Zoning Code Title 17 with the following conditions: [insert conditions of approval here]"
3. **Continuation of the Application:** "Motion to continue the application from owner Doug Webb and Representative Ruscitto Latham Blanton to a date certain of [insert date of meeting]."

RECOMMENDED CONDITIONS

Ketchum City Engineer, Streets, Utilities, Fire and Building Department requirements shall be met, including:

1. All departmental conditions as described in Table 1.
2. All building and fire code requirements as dictated by 2012 family of international building codes shall apply to all construction onsite.
3. Per Title 17, Section 17.116.080: TERM OF PERMITS: Conditional Use Permit approval shall expire one (1) year from the date of approval if not acted upon within that time frame; and
4. This Conditional Use Permit approval is based on representations made and other components of the application presented and approved at the meeting on November 28th, 2016.

ATTACHMENTS:

- A. Table 1. Requirements for All Applications
- B. Table 2. Zoning Standards Analysis
- C. Table 4. Standards for Residential, Light Industrial Districts
- D. Table 3. Conditional Use Permit Requirement
- E. Application
- F. Plans
 - a. Design Review submittal dated October 28, 2016
(Omit pages A1.1 & A3.1. See revisions)
 - b. Revised Site-landscape Plan A1.1, dated December 2, 2016
 - c. Revised Main Level Floor Plan A3.1, dated November 08, 2016
 - d. Materials Board, dated October 28, 2016

- g. Revised Coverage Calculations, dated November 08, 2016
 - h. Revised Parking Calculations, dated November 08, 2016
- G. Eighth and Washington Building – Additional Information Requested Response: Letter from Doug Webb regarding snow removal dated December 2, 2016
- H. Public Comments Received

Attachment A.

Table 1: Requirements for All Applications

City Department Comments				
Compliant				
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.040	Complete Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police Department: None at this time.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Department: The above project shall meet all 2012 International Fire Code requirements in addition to specific City Building and Fire Ordinances. <u>IF</u> a monitored fire detection system exists or is installed, it shall meet NFPA 72 and be monitored by an approved alarm monitoring station. An approved key box shall be installed, with the appropriate keys, for emergency fire department access in a location approved by the fire department. Approved address numbers shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4) inches tall, contrast with their background and be positioned a minimum of forty-eight (48) inches above final grade. Vehicle parking and material storage during construction shall not restrict or obstruct public streets or access to any building. A <u>minimum</u> twenty-foot travel lane for emergency vehicle access shall be maintained clear and unobstructed at all times. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times. An approved automatic fire sprinkler system shall be installed throughout the building per City of Ketchum Ordinance #1125 (www.ketchumfire.org) and the National Fire Protection Association Standard 13. An approved fire sprinkler flow bell, Knox box and Fire Department Connection shall be installed in an approved location visible to approaching firefighters. Water service lines to structures shall be hydraulically calculated for size to meet fire sprinkler flow requirements. Fire sprinkler systems shall be annually tested and maintained per NFPA 25. An approved fire department connection and flow bell shall be installed in a location approved by the fire department and the system shall be supervised by an approved alarm system. NOTE: One electronic set of fire sprinkler system plans must be submitted to the Ketchum Fire Department as well as the State Fire Marshals office and a Ketchum Fire Department Permit must be obtained prior to installation of fire sprinkler systems. Inspections of fire sprinkler systems by the Fire Chief or an appointee are required. Inspections must be scheduled at least 48 hours in advance. The existing required fire sprinkler system shall be modified by a licensed fire sprinkler contractor to meet the current requirements of NFPA 13. All areas are required to be covered with fire sprinklers. An approved monitored fire sprinkler alarm system shall be installed per City of Ketchum Ordinance #1125 (www.ketchumfire.org) and the requirements of NFPA 72. Two (2) sets of alarm system plans shall be submitted to the Ketchum Fire Department for approval and a permit is required prior to installation of alarm systems. Inspections of fire detection systems by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. An approved access roadway per 2012 International Fire Code Appendix D (www.ketchumfire.org) shall be installed prior to any combustible construction on the site. The road shall be a minimum of twenty (20) feet in width and capable of supporting an imposed load of at least 75,000 pounds. The road must be an all weather driving surface maintained free, clear, and unobstructed at all times. Grades shall not exceed	

			<p>7%. Dead end access roadways exceeding 150 feet in length shall be provided with an approved turnaround. Gates, if installed, are required to be siren activated for emergency vehicle access.</p> <p>Fire extinguishers shall be installed and maintained per 2012 IFC Section 906 both during construction and upon occupancy of the building.</p> <p>An approved key box shall be installed, with the appropriate keys, for emergency fire department access in a location approved by the fire department. The key box shall be a Knox box brand and sized to accommodate keys to every door of the project.</p> <p>Inspections of fire department permit required installations shall be scheduled at least 48 hours in advance.</p> <p>An 8 ½ by 11 color coded site map of this project shall be provided on paper and electronically to the fire department. This site map shall show the locations of gas shut-offs, power shut-offs, fire sprinkler riser rooms, fire department connections, alarm panels, Knox boxes, access doors, egress windows, stairways and any additional fire department requirements. Exact details for color coded "On-Sites" can be found at www.ketchumfire.org.</p> <p>Final inspections of all fire department permit required installations by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. A Final Inspection Checklist can be found at www.ketchumfire.org.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Public Works: None at this time.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Utilities: The applicant may wish to purchase their own water meter. While the penthouse usage will be at a minimum the other uses in the building may change. No impact fee will need to be collected, only the meter charge of \$ 451.00. This is not a requirement.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Parks/Arborist: Looks like all vegetation will be located on private property; however, to minimize line-of-sight obstruction at the NW corner of the intersection, I would suggest limiting the number of autumn blaze maple trees to one, removing the southern-most tree. That size tree will likely cause interference with the stop sign there and limit line-of-sight to the west. Planting only one tree there is more appropriate for grow space limitations.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Building: None at this time.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Planning and Zoning: • Comments are denoted throughout the staff report.</p>

Attachment B.
Table 2: Zoning Standards Analysis

Compliance with Zoning Standards				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Guideline	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Lot Area
			<i>Staff Comments</i>	Required: 8,000 square feet minimum. Existing: The lot is 0.25 acres or 10,997 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030 & 17.128.020.C	Setbacks and Supplementary Yard Requirements
			<i>Staff Comments</i>	<p>The existing building has a non-conforming front setback of 16'-9" from Washington Avenue; this existing setback will be maintained. The existing building has a non-conforming side yard setback of 10'-2" from Eighth Street. Side setbacks on corner lots are required to be no less than 2/3 of the required front setback, therefore, a 13'-4" side yard setback from Eighth Street is required; the applicant proposes a new 13'-4" conforming setback from Eighth Street. The required interior side and rear setbacks are met.</p> <p><i>Front (Washington Avenue):</i> Required: 20'-0" Existing: 16'-9" Proposed addition: 21'-11"</p> <p><i>Side – Corner Yard (Eighth Street):</i> Required: 13'-4" Existing: 10'-2" Proposed addition: 13'-4"</p> <p><i>Side – Interior:</i> Required – 0" Existing – 0" Proposed – 0"</p> <p><i>Rear (Alley):</i> Required – 0" Existing – 0" Proposed – 0"</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Coverage
			<i>Staff Comments</i>	Permitted: 75% Proposed: 41.62% The lot is 10,997 square feet and 4,577 square feet of building coverage is proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Height
			<i>Staff Comments</i>	Required: Maximum building height permitted in the LI-1 is 35', but a 5' increase in height is permitted when the maximum vertical distance from the lowest exposed finished floor to the highest point of the roof shall be no more than five feet (5') greater than the maximum height permitted in the zoning district. Proposed: The highest point of the proposed addition is 40'-0". The portion of the building that is 40'-0" in height is stepped back thirteen-feet and four-inches (13'-4") on the south side (8 th street) and meets eligibility requirements for the 5' height increase.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030.H	Curb Cut
			<i>Staff Comments</i>	Required: 17.125.030: Off Street Parking Space 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

				<p>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.</p> <p>Proposed: The linear footage of street frontage is 210'-0". Eighth Street: 110'-0" Washington: 110'-0" The proposed curb cut will be 35'-4" along Washington Avenue, equating to 16.7%.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.020.A.2 & 17.125.050 Staff Comments	Parking Spaces Required: The off street parking standards apply when an existing structure or use is expanded or enlarged. Additional off street parking spaces shall be required only to serve the enlarged or expanded area, not the entire building or use. Office, Industrial Districts: One (1) space per 250 gross square feet. Residential Units, Industrial Districts: One (1) space per bedroom. Office Parking Lower Level: New Meeting Room: 329sf New Office #1: 428 sf New Office #2: 180 sf Main Level: New Office #3: 686 sf New Office #4: 420 sf Total office parking: 2,043 sf / 250 = 8 spaces Residential Parking Main Level: New Live work residential unit #1: 1 space New Live work residential unit #2: 1 space Upper Level: New residential unit #3: 1 space New residential unit #4: 1 space This project requires 12 on-site parking spaces. Proposed: The applicant is proposing two (2) additional off-street parking spaces to meet the need of the expanded area. The applicant will have a total of twelve (12) parking spaces located on-site, including one (1) ADA accessible parking space located at the north-east portion of the property. Existing on-site parking: 10 spaces Proposed: 12 spaces (3 enclosed)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.040	Off Street Loading Areas
			Staff Comments	Required: In the LI-1, LI-2 and LI-3 districts, off street loading areas (containing 180 square feet with no 1 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. Proposed: The increase in floor area and addition will be used for residential and livework units, therefore off-street loading spaces are not required. However, if the commission feels

				that they must meet the loading requirements then staff recommends that the commission grant permission to the applicant to use the alley adjacent to the property for off-street loading use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.140, 17.12.020, & 17.08.020	Zoning Matrix & Definitions
			<i>Staff Comments</i>	<p>17.18.140 - A.</p> <p>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. (Ord. 1135, 2015)</p> <p>17.12.020</p> <p>Dwelling, multi-family: Multi-family dwelling units are allowed in the LI-1 district with a conditional use permit. See section 17.124.090 for development standards for industrial district residential.</p> <p>Proposed: The applicant is proposing to construct a third floor addition to the existing structure, with the intent to add four residential units to the existing commercial uses on site.</p> <p>17.08.020 – Definitions</p> <p>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.</p> <p>Dwelling, multi-family: A building, under single or multiple ownership, containing two (2) or more Dwelling Units used for Residential Occupancy.</p>

Attachment C.

Table 3: Standards for Residential, Light Industrial Districts

IMPROVEMENTS AND STANDARDS: 17.124.090 – RESIDENTIAL, LIGHT INDUSTRIAL DISTRICTS:				
Residential units in the light industrial districts shall comply with the following minimum criteria:				
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (1)	1. Dwelling units shall not occupy the ground floor.
			<i>Staff Comments</i>	<i>There are no dwelling units proposed on the lower level. Two live-work residences are proposed on the main floor of the building, located on the north side of the building. The proposed live work residential unit #1 is 672sf and unit #2 is 828sf, with 268sf of new residential circulation/other. Additionally, two residential units are proposed on the upper level of the building. The proposed residential unit #3 is 1,000sf and unit #4 is 629sf, with 275sf of new residential circulation/other.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (2)	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.
			<i>Staff Comments</i>	<i>Design review under chapter 17.96 is required for this project as this is an addition to an existing building, to be used as mixed-use. The design review application will be reviewed if the conditional use is approved by the Commission.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (3)	3. Up to fifty percent (50%) of any light industrial building may be devoted to dwelling units, unless otherwise specified in the section.
			<i>Staff Comments</i>	<i>The proposed gross square footage of the building is 7,932sf.</i> <i>The applicant proposes devoting 49.5% of the building to residential use. The total residential square footage devoted to residential space is 3,927sf, of which 1,768sf is devoted to the two live-work units (including circulation) and 2,067sf is devoted to the third floor residential units (including circulation).</i> <i>A total 4,005sf of the building is devoted to commercial storage, office space and meeting space, of which 2,848sf is located on the lower level and 1,157sf is located on the main level.</i> <i>Note: Parking areas covered by a roof or portion of the building and enclosed on three (2) or more sides by building walls are included into the gross floor area calculation. See Ketchum code 17.08.020 Definitions: Floor Area, Gross for full definition.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (4)	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.
			<i>Staff Comments</i>	<i>One of the proposed third floor residential units will be owner occupied, while the remaining three units shall be used for long term occupancy. The units will not be separated for sale as individual units.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (5)	5. Dwelling units shall be a minimum of four hundred (400) square feet and shall not exceed one thousand (1,000) square feet total and shall contain not more than two (2) bedrooms, unless otherwise specified in this section.
			<i>Staff Comments</i>	<i>The proposed dwelling units are above the minimum of four hundred (400) square feet and do not exceed one thousand (1,000) square feet total. None of the proposed dwelling units contain more than two (2) bedroom units. See staff comments in section 17.124.090 A (1) for a breakdown of residential unit square feet.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (6)	6. The applicant is aware the mixed use of the property can result in conflict, that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units, that due to the subordinate and junior nature of the residential use to the light industrial use, the city will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.
			<i>Staff Comments</i>	<i>The applicant is aware of this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (7)	7. All persons who rent or sublet any residential living unit within the light industrial zones shall provide the tenant, lessee or subtenant with written notice that such unit is located within the light industrial zone and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities.
			<i>Staff Comments</i>	<i>All persons who rent or sublet any residential living unit will notify the tenant, lessee or subtenant with written notice that the unit is located within the light industrial zone, and is therefore subordinate in nature to all legal light industrial activities.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (8)	8. Each and every real estate agent, sales person and broker and each and every private party who offers for rent or shows a parcel of real property and/or structure for lease or rent within such light industrial zones shall, upon first inquiry, provide the prospective lessee or tenant, prior to viewing such real property, with written notice that such real property and/or structure is located within such light industrial zone
			<i>Staff Comments</i>	<i>All future real estate agent, sales person, broker, and/or each private party who offers for rent or show any of the dwelling units located in the proposed building, will provide written notice that the building is located within such light industrial zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (9)	9. All brochures and other printed materials advertising rental or lease of a living unit within the light industrial zones shall contain a provision designating that such unit or units are located within the light industrial zone and are within a mixed use area. Lessees and tenants shall be notified that the residential uses within the light industrial zone are subordinate and, therefore, junior in nature to the legal light industrial activities within the zone.
			<i>Staff Comments</i>	<i>The applicant will meet this requirement.</i>

Attachment D.

Table 4: Conditional Use Permit Requirements

Conditional Use Requirements				
EVALUATION STANDARDS: 17.116.030 and § 67-6512 of Idaho Code				
A conditional use permit shall be granted by the commission only if the applicant demonstrates the following:				
Compliance and Analysis				
Yes	No	N/A	Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(A) CONDITIONAL USE	The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district.
			Staff Comments	<p><i>The LI-1 district allows for one of the widest varieties of uses in the zoning code use matrix; uses ranging from manufacturing to personal service to warehousing and wholesaling to automotive uses are permitted.</i></p> <p><i>Multi-family dwelling units are permitted only with a conditional use permit in the LI-1, LI-2 and LI-3 with the condition that they comply with Ketchum zoning code 17.124.090, the Residential Development Standards for the industrial districts. For residential development in the light industrial, up to fifty percent (50%) of any light industrial building may be devoted to dwelling units, unless otherwise specified in the section.</i></p> <p><i>The proposed project is compliant with all standards from Ketchum zoning code 17.124.090. For staff comment, see Table 2: Standards for Residential, Light Industrial Districts.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(B)	The conditional use will not materially endanger the health, safety and welfare of the community.
			Staff Comments	<p><i>The proposed project for the continued use of commercial office space and the addition of live-work and residential space is well suited for the location at 191 East 8th Street. The property is on the edge of the LI-1 district and adjacent to the Community Core District–Traditional Neighborhood (CC-D). The building is surrounded by a mix of both industrial and residential use and is anticipated to be well suited for the neighborhood.</i></p> <p><i>The applicant is also proposing to reconstruct the sidewalk along East 8th Street, which will remove the existing perpendicular parking along the south side of the building. Currently the perpendicular parking is encroaching approximately four (4) feet into the right of way. The reconstruction is anticipated to create a safer configuration for both pedestrian and vehicle traffic.</i></p> <p><i>During the November 28th hearing, the Commission deliberated and had concerns regarding the lack of ADA accessible parking spaces located on-site. The applicant has addressed these concerns and has proposed to locate one (1) accessible van parking space with an adjacent passenger side accessible access aisle, located at the north east portion of the property, see attachment A1.1 Site Landscape Plan for revisions. The proposed ADA accessible space will provide access to the lower level of the structure via an accessible route (36" wide minimum). The proposed revised site plan also displays an accessible curb ramp per ICCA117.1-2009 and Ketchum City Code. The final design and location of the accessible curb ramp shall be coordinated with the City Engineer.</i></p>

				<i>The conditional use is not expected to materially endanger the health, safety and welfare of the community, and may improve it in regards to pedestrian and vehicular safety along East 8th Street.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(C)	The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood.
			<i>Staff Comments</i>	<p><i>The proposed project is not anticipated to significantly increase the amount of pedestrian and/or vehicular traffic associated with the existing use. There are currently two (2) office spaces, one (1) meeting room, one (1) break room, and two (2) storage areas located on the lower level. Additionally, there are two (2) office units located on the main level of the building.</i></p> <p><i>The proposed project will contain one (1) commercial office unit and one (1) meeting space on the lower level, two (2) commercial office units on the main level, two (2) live work units on the main level and two (2) residential units on the upper level.</i></p> <p><i>The sidewalk located on the south side of the building (East 8th st), is currently encroaching into the right-of-way. There are currently four off-street perpendicular parking spaces utilized by the applicant which cross the sidewalk along the south side of the corner lot. The current configuration creates potentially dangerous situation for pedestrian and vehicles backing out of the perpendicular parking.</i></p> <p><i>The anticipated future sidewalk configuration in along East 8th street will be to have all streets and sidewalk conforming with the current City of Ketchum right-of-way standards. The standards for development with a 60-ft right-of-way include a 5-ft wide sidewalk, curb & gutter with drainage facilities 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.</i></p> <p><i>The applicant has meet with the Streets Department/Public Works Department to resolve the exiting right-of-way encroachment issues. The proposed sidewalk configuration along East 8th street is in conformance with existing City of Ketchum right-of-way standards.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(D)	The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts.
			<i>Staff Comments</i>	<p><i>Due to the proposed pedestrian and vehicular public improvements, and review of the proposed use and the site, the conditional uses can be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area.</i></p> <p><i>The fire department has reviewed the application and has determined that they can provide adequate services to the project. The police department has no comment on the project.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(E)	The conditional use is not in conflict with the policies of the Comprehensive Plan or the basic purposes of this Section.
			<i>Staff Comments</i>	<p><i>The Comprehensive Plan designates the property for mixed-industrial use. Primary uses specified include Light manufacturing, wholesale, services, automotive, workshops, studios, research, storage, construction supply, distribution and offices make up the bulk of development within this district. Secondary uses specified include A limited range of residential housing types,</i></p>

				<p>and supporting retail are provided for within this category. Uses should generate little traffic from tourists and the general public.</p> <p>The Mixed-Use Industrial category is intended to provide critical lands for Ketchum’s economic growth and entrepreneurial opportunity within a vibrant business district where people can work and live in the same area.</p> <p><i>The proposed existing commercial office space along with the addition of the live-work and residential uses are generally consistent with the uses specified within the Comprehensive Plan. The Commission must decide if the uses proposed are appropriate for the site and the location and are necessary to serve the LI district.</i></p>
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CERTIFIED
COMPLETE

10/2/16 40

File No.: 16-083

CITY OF KETCHUM CONDITIONAL USE PERMIT APPLICATION

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

Name of Owner of Record: Doug Webb

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

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

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

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

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

Description of Proposed and Existing Exterior Lighting:

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

Zoning District: LI-1

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

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

Applicant's Signature

Date

10/14/16

----- Administrative use Only -----

Date Application Received: _____
Date Commission/Council Public Hearing: _____
Date Legal Notice Published: _____
Date Notice Posted on Premises: _____
Conditional Use Permit Fee: _____ Date Paid: _____
Mailing Fee: _____ Date Paid: _____
Date Applicant Notified: _____
Comments from Agencies: _____
Administrative Comments: _____
Additional Notice Determination: _____ Date: _____
Actions/Findings Taken: _____
Permit Recorded: _____

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EIGHTH & WASHINGTON BUILDING

191 E. 8TH STREET

KETCHUM, IDAHO

RESIDENTIAL AREA CALCULATION

COMMERCIAL SQ. FTG.			
LOWER LEVEL:	NEW MEETING ROOM:	329 SF	
	NEW OFFICE #1:	428 SF	
	NEW OFFICE #2:	180 SF	
	EXISTING STORAGE #1:	898 SF	
	EXISTING STORAGE #2:	729 SF	
	EXISTING COVERED EXTERIOR:	284 SF	
MAIN LEVEL:	NEW OFFICE #3:	686 SF	
	NEW OFFICE #4:	521 SF	
	NEW COMMERCIAL CIRCULATION:	51 SF	
TOTAL COMMERCIAL:		4,106 SF	
RESIDENTIAL SQ. FTG.			
LOWER LEVEL:	NEW RESIDENTIAL CIRCULATION:	92 SF	
MAIN LEVEL:	NEW LIVE-WORK RESIDENTIAL UNIT #1:	672 SF	
	NEW LIVE-WORK RESIDENTIAL UNIT #2:	726 SF	
	NEW RESIDENTIAL CIRCULATION / OTHER:	268 SF	
UPPER LEVEL:	NEW RESIDENTIAL UNIT #3:	1,000 SF	
	NEW RESIDENTIAL UNIT #4:	692 SF	
	NEW RESIDENTIAL CIRCULATION / OTHER:	375 SF	
TOTAL RESIDENTIAL:		3,825 SF	
AREA OF BUILDING:	7,931 SF		
TOTAL ALLOWABLE RESIDENTIAL AREA:	3,965.5 SF MAX. (50% OF TOTAL BUILDING AREA) (CITY OF KETCHUM CODE, SECTION 17.124.090)		
TOTAL PROPOSED RESIDENTIAL AREA:	3,825 SF		

PARKING CALCULATION

OFFICE PARKING			
LOWER LEVEL:	NEW MEETING ROOM:	331 SF	
	NEW OFFICE #1:	398 SF	
	NEW OFFICE #2:	178 SF	
MAIN LEVEL:	NEW OFFICE #3:	686 SF	
	NEW OFFICE #4:	521 SF	
TOTAL OFFICE @ 1 SPACE PER 250 GFS:		2,114 SF / 250 = 9 SPACES	
RESIDENTIAL PARKING			
MAIN LEVEL:	NEW LIVE-WORK RESIDENTIAL UNIT #1:	1 SPACE	
	NEW LIVE-WORK RESIDENTIAL UNIT #2:	1 SPACE	
UPPER LEVEL:	NEW RESIDENTIAL UNIT #3:	1 SPACE	
	NEW RESIDENTIAL UNIT #4:	1 SPACE	
TOTAL RESIDENTIAL @ 1 SPACE PER BEDROOM:		4 SPACES	
TOTAL REQUIRED PARKING SPACES:		13 SPACES	
TOTAL EXISTING OFF STREET PARKING SPACES PROVIDED:		14 SPACES	

CURB CUT CALCULATION

LINEAR LOT WIDTH		LINEAR CURB CUT WIDTH	
EIGHTH STREET:	100'-0"	EIGHTH STREET:	36'-8"
WASHINGTON AVE.:	110'-0"	WASHINGTON AVE.:	35'-4"
TOTAL	210'-0"	TOTAL	72'-0"

TOTAL ALLOWABLE CURB CUT : 35%
TOTAL EXISTING CURB CUT : 72 / 210 = 34.3%

SNOW STORAGE CALCULATION

SNOW STORAGE:	150 SF PER. 55' OF LINEAR LOT WIDTH (CITY OF KETCHUM CODE, SECTION 17.125.030 - M.)
LINEAR LOT WIDTH:	110'-0"
REQUIRED SNOW STORAGE:	150 SF X 2 = 300 SF MIN.
PROVIDED SNOW STORAGE:	166 SF (SEE A1.1 FOR LOCATION OF SNOW STORAGE @ EXISTING PARKING SPACE 12)

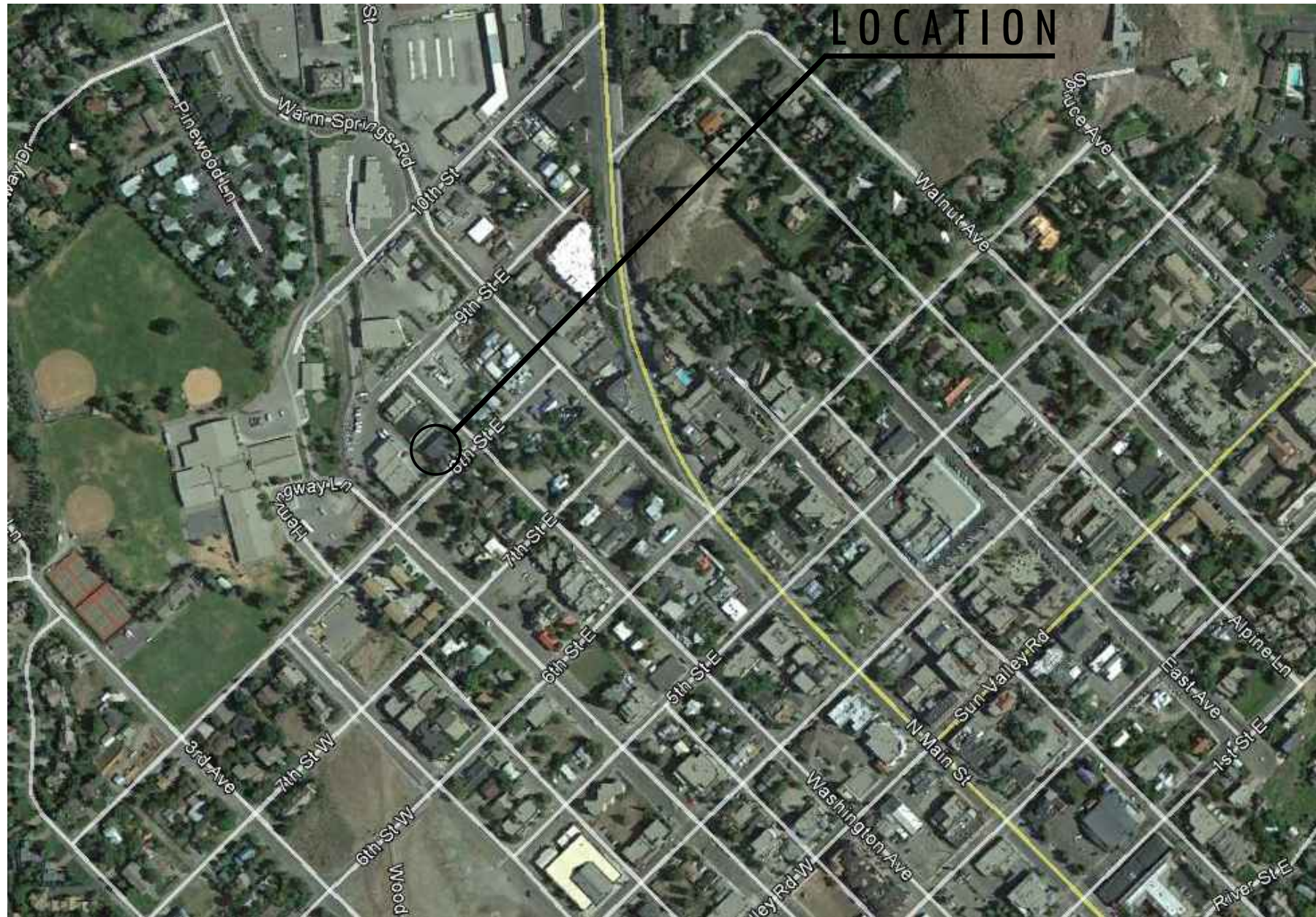
* ADDITIONAL SNOW TO BE HAULED FROM SITE AS IS CURRENTLY AND PER KETCHUM CITY CODE 17.96.010.A - H. 4.

PROJECT INFORMATION

OWNER	JULI & DOUGLAS WEBB PO BOX 444 SUN VALLEY, ID 83353
LEGAL DESCRIPTION:	EIGHTH & WASHINGTON BUILDING CONDO SECTION 13, T.4N., R.17E., B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PARCEL NUMBER:	RPK07620000000: EIGHTH & WASHINGTON BUILDING CONDO RPK0762000000A0: 191 E. 8TH STREET A RPK0762000000B0: 191 E. 8TH STREET B RPK0762000000C0: 191 E. 8TH STREET C RPK0762000000D0: 831 N. WASHINGTON AVE. D
ZONING DISTRICT:	L-1 LIGHT INDUSTRIAL DISTRICT
APPLICABLE CODES:	2012 INTERNATIONAL BUILDING CODE (IBC) 2012 INTERNATIONAL EXISTING BUILDING CODE (IEBC) 2012 INTERNATIONAL FIRE CODE (IFC) 2012 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) CITY OF KETCHUM CODE CITY OF KETCHUM CODE, SECTION 15.04.020 AMENDMENTS CITY OF KETCHUM CODE, SECTION 15.20 GREEN BUILDING CODE
PROJECT USE:	MIXED USE: RESIDENTIAL: DWELLING / MULTI-FAMILY COMMERCIAL: OFFICE / BUISSNESS
OCCUPANCY:	B BUSINESS R-2 RESIDENTIAL
OCCUPANCY SEPARATION:	B / R-2 1 HR. PER 2012 IBC TABLE 508.4 R-2 / R-2 ½ HR. PER 2012 IBC SECTIONS 708.3 & 711.3 R-2 / CORRIDOR ½ HR. PER 2012 IBC TABLE 1018.1
CONSTRUCTION TYPE:	VB
FIRE SPRINKLERS:	TO BE EQUIPPED THROUGHOUT WITH APPROVED NFPA13 AUTOMATIC FIRE SPRINKLER SYSTEM
LOT AREA:	10,997± SF (.25 ACRES±)
BUILDING COVERAGE:	2,925 SF (EIGHTH & WASHINGTON BLG. COVERAGE) 1,652 SF (STORAGE UNIT COVERAGE) 4,577 SF (TOTAL COVERAGE) / 10,997 SF (LOT AREA) X 100% = 41.62% (75% MAX PER CITY OF KETCHUM CODE, SECTION 17.12.030)
BUILDING HEIGHT:	40'-0" = 35'-0" + 5'-0" @ 50% SETBACK OF LOWER FACADE (CITY OF KETCHUM CODE, SECTION 17.08.020 "HEIGHT OF BUILDING")
PROPERTY SETBACKS:	FRONT YARD (WASHINGTON AVE.) 16'-9"± (20'-0" MINIMUM) SIDE YARD (EIGHTH ST. EXISTING) 10'-2"± (13'-4" MINIMUM) SIDE YARD (EIGHTH ST. NEW) 13'-4"± (13'-4" MINIMUM) REAR YARD (ALLEY) 0'-0"± (0'-0" MINIMUM)

VICINITY MAP

N.T.S.



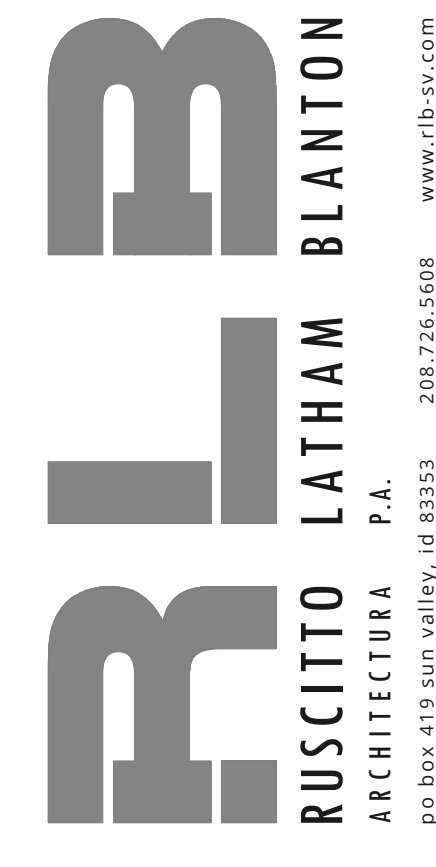
PROJECT TEAM

ARCHITECT RUSCITTO LATHAM BLANTON ARCHITECTURA P.A. MICHAEL BULLS, AIA P.O. Box 419 Sun Valley, Idaho 83353 P: 208.726.5608 F: 208.726.1033	STRUCTURAL DESIGN RUSCITTO LATHAM BLANTON ARCHITECTURA P.A. MATT WALKER, P.E. P.O. Box 419 Sun Valley, Idaho 83353 P: 208.726.5608 F: 208.726.1033
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INDEX OF DRAWINGS

A0.1	PROJECT INFORMATION
A1.0	BUILDING SURVEY
A1.1	SITE / LANDSCAPE PLAN
A1.2	CONSTRUCTION MANAGEMENT PLAN
A2.0	FLOOR PLANS - EXISTING / DEMOLITION
A3.0	LOWER LEVEL FLOOR PLAN - NEW WORK
A3.1	MAIN LEVEL FLOOR PLAN - NEW WORK
A3.2	UPPER LEVEL PLAN - NEW WORK
A3.3	ROOF PLAN - NEW WORK
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A5.0-EX	BUILDING ELEVATIONS - EXISTING
A5.1-EX	BUILDING ELEVATIONS - EXISTING
A5.0	BUILDING ELEVATIONS - NEW WORK
A5.1	BUILDING ELEVATIONS - NEW WORK

ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS

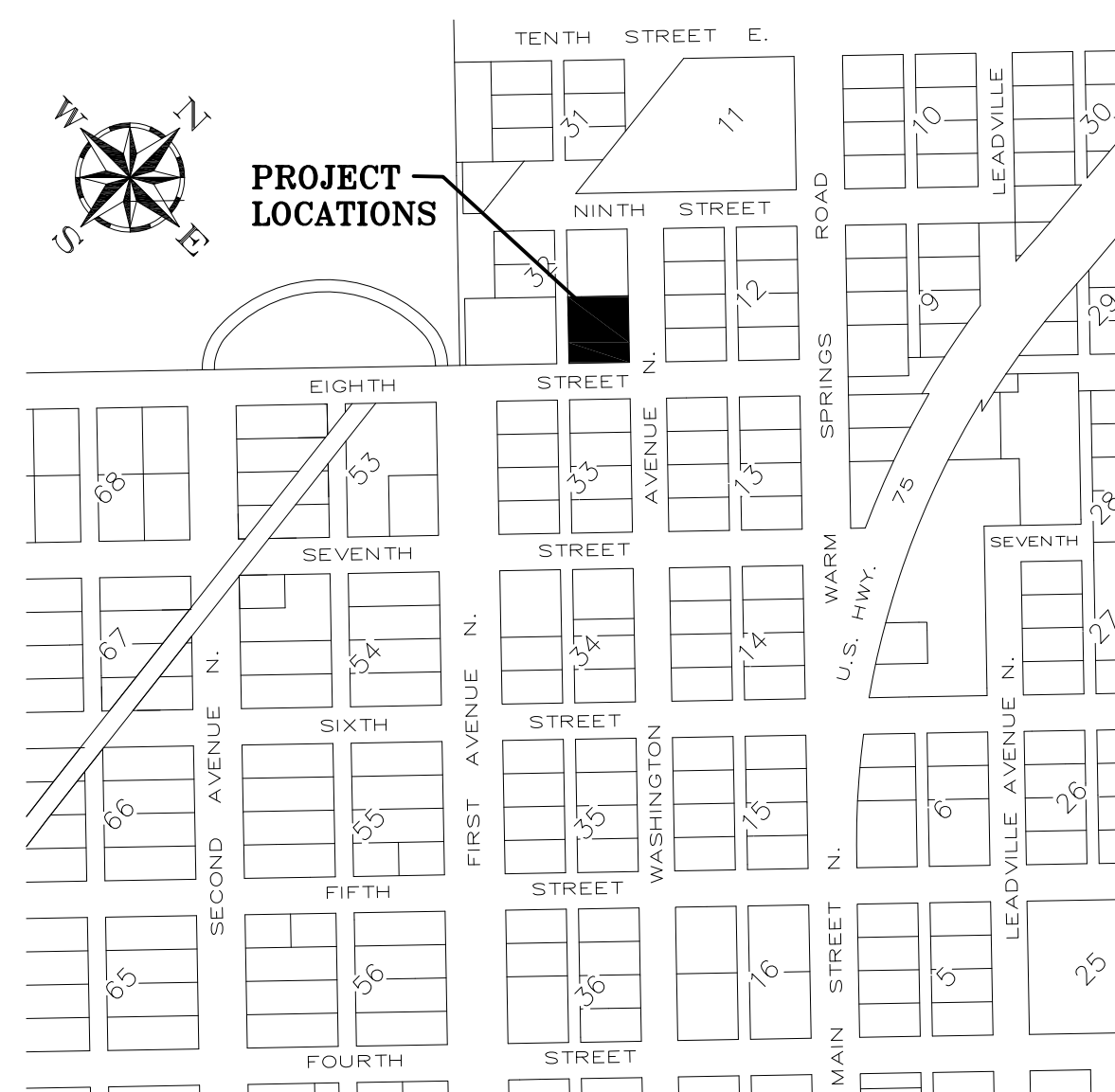


EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET_KETCHUM, IDAHO

DRAWING
PROJECT INFORMATION

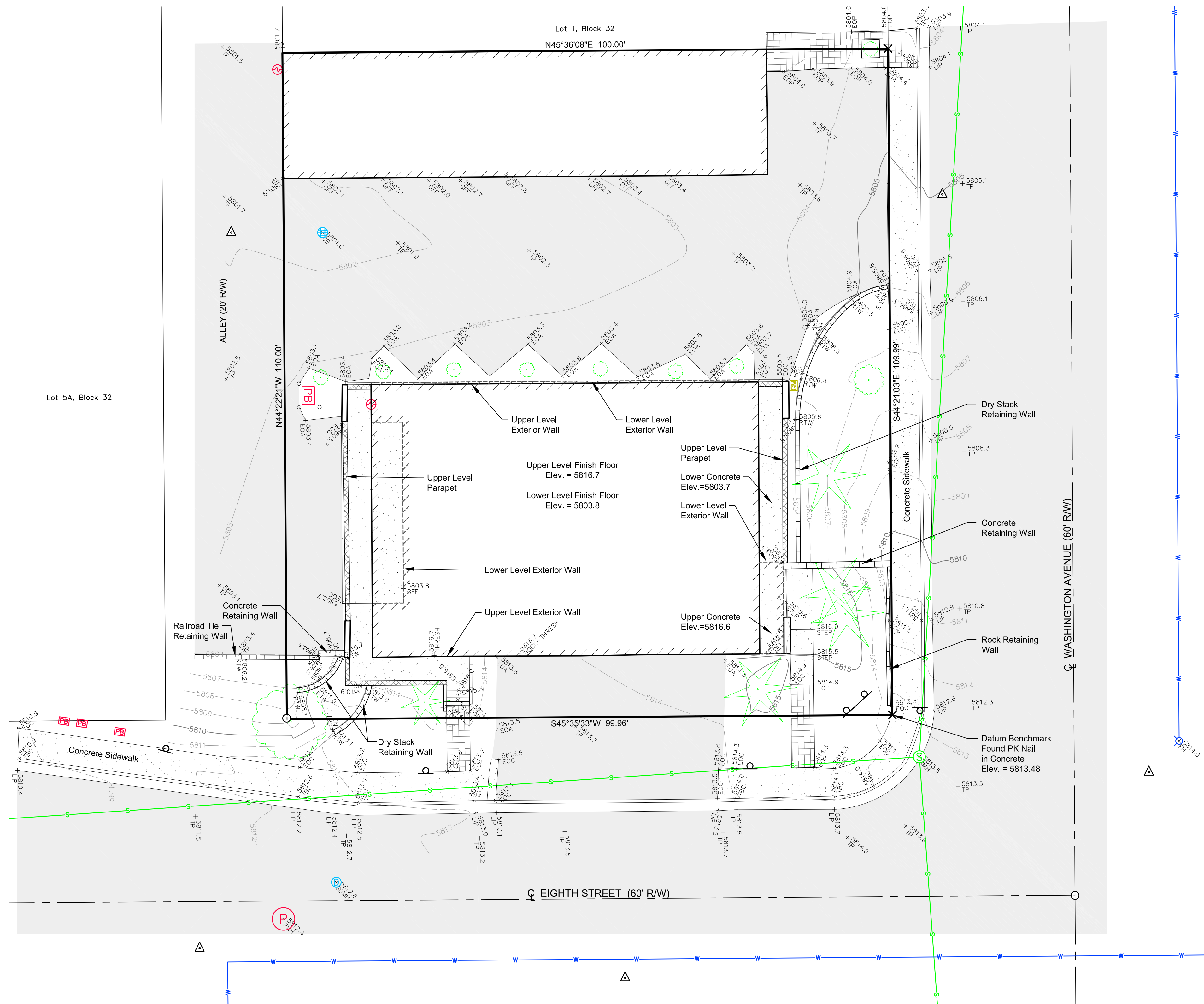
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VICINITY MAP
N.T.S.

Lot 5A, Block 32

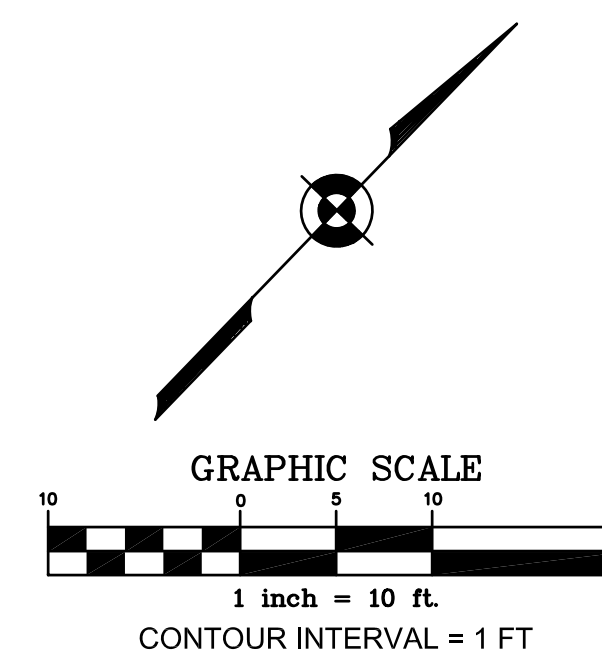


NOTES

- Boundary information is based on found monumentation. Refer to the Plat Notes, Conditions, Covenants, and Restrictions on the plat of Eighth & Washington Building, recorded under Instrument No. 438335, Records of Blaine County ID.
- Sub-surface utility locations are approximate and locations should be verified before any excavation.
- Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.

LEGEND

Property Line	Gas Meter
Adjoiner's Lot Line	SDMH = Storm Drain Manhole
Centerline of Right-of-way	CB = Catch basin
Found 5/8" Rebar	Sewer Main
Found PK Nail	Sewer Manhole
Survey Control	Water Main
5' Contour Interval	FH = Fire Hydrant
1' Contour Interval	
Conifer Tree	COR = Corner
Deciduous Tree	DFF = Deck Finish Floor
Asphalt	EOA = Edge of Asphalt
Concrete	EOC = Edge of Concrete
Pavers	EOP = Edge of Pavers
Retaining Wall	GFF = Garage Finish Floor
Parapet	LIP = Lip of Gutter
Sign	NG = Natural Grade
Power Box	RTW = Retaining Wall
Power Meter	TP = Top of Pavement
PMH = Power Manhole	



NO	DATE	BY	REVISIONS

Galena Engineering Inc.

Civil Engineers & Land Surveyors
317 N. River Street
Halley, Idaho 83333
(208) 788-1705
(208) 788-4612 fax
email galena@galena-engineering.com

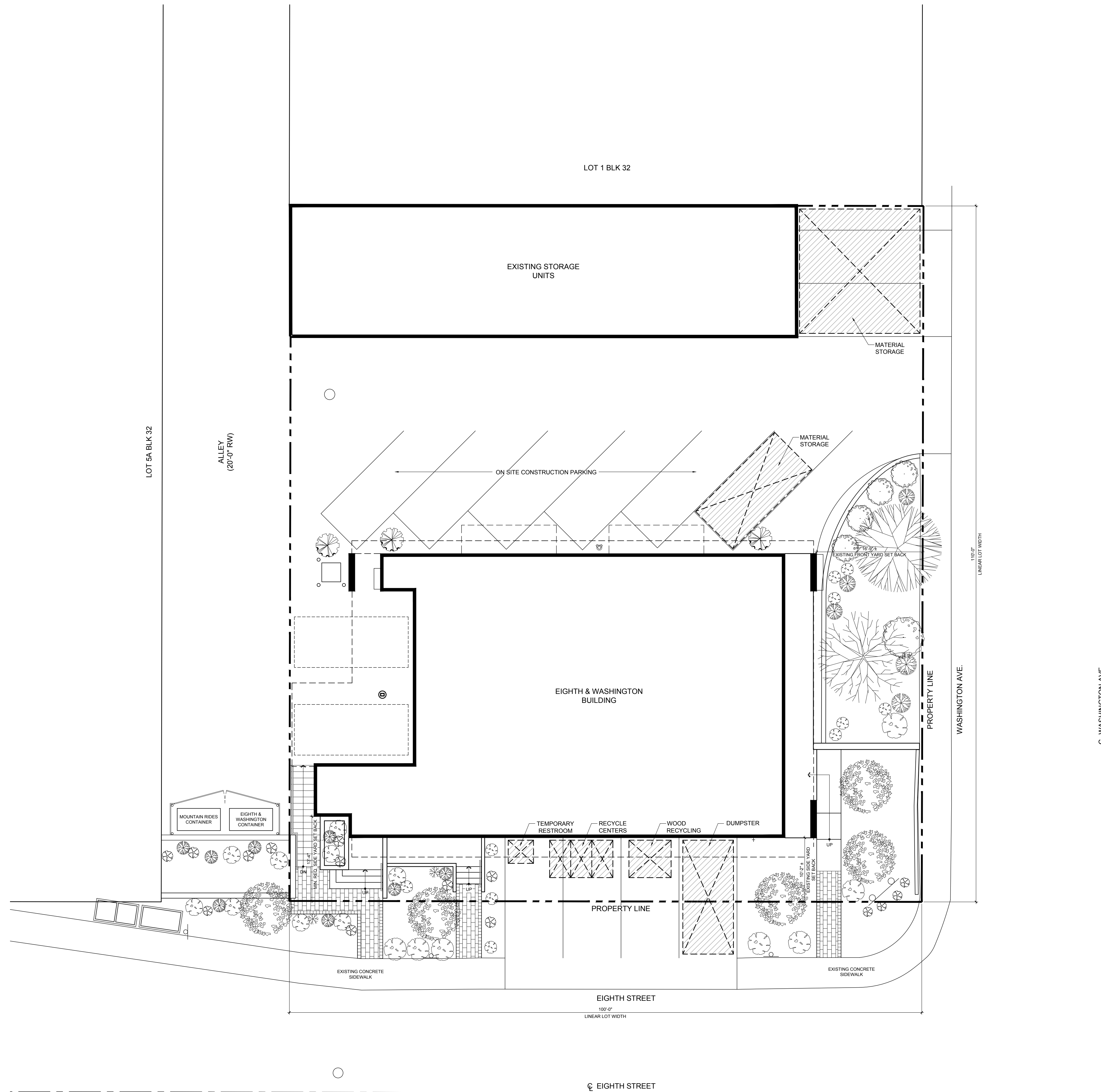
REUSE OF DRAWINGS
These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc..

DESIGNED BY	DATE
CT	06/28/16
DRAWN BY	DATE
SMP	06/28/16
CHECKED BY	DATE

PROJECT INFORMATION
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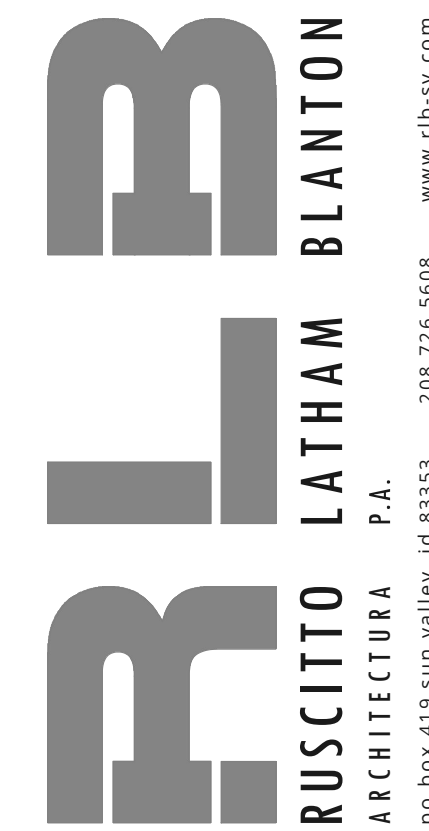
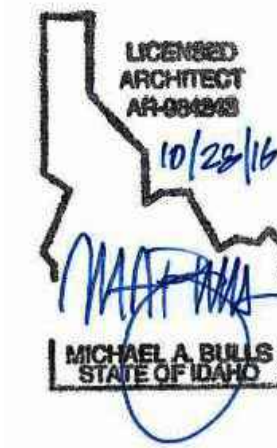
A TOPOGRAPHIC MAP SHOWING
EIGHTH AND WASHINGTON BUILDING
WITHIN SECTION 13, T.4N., R.17E., B.M., CITY OF CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR MATT WALKER

SHT 1 OF 1



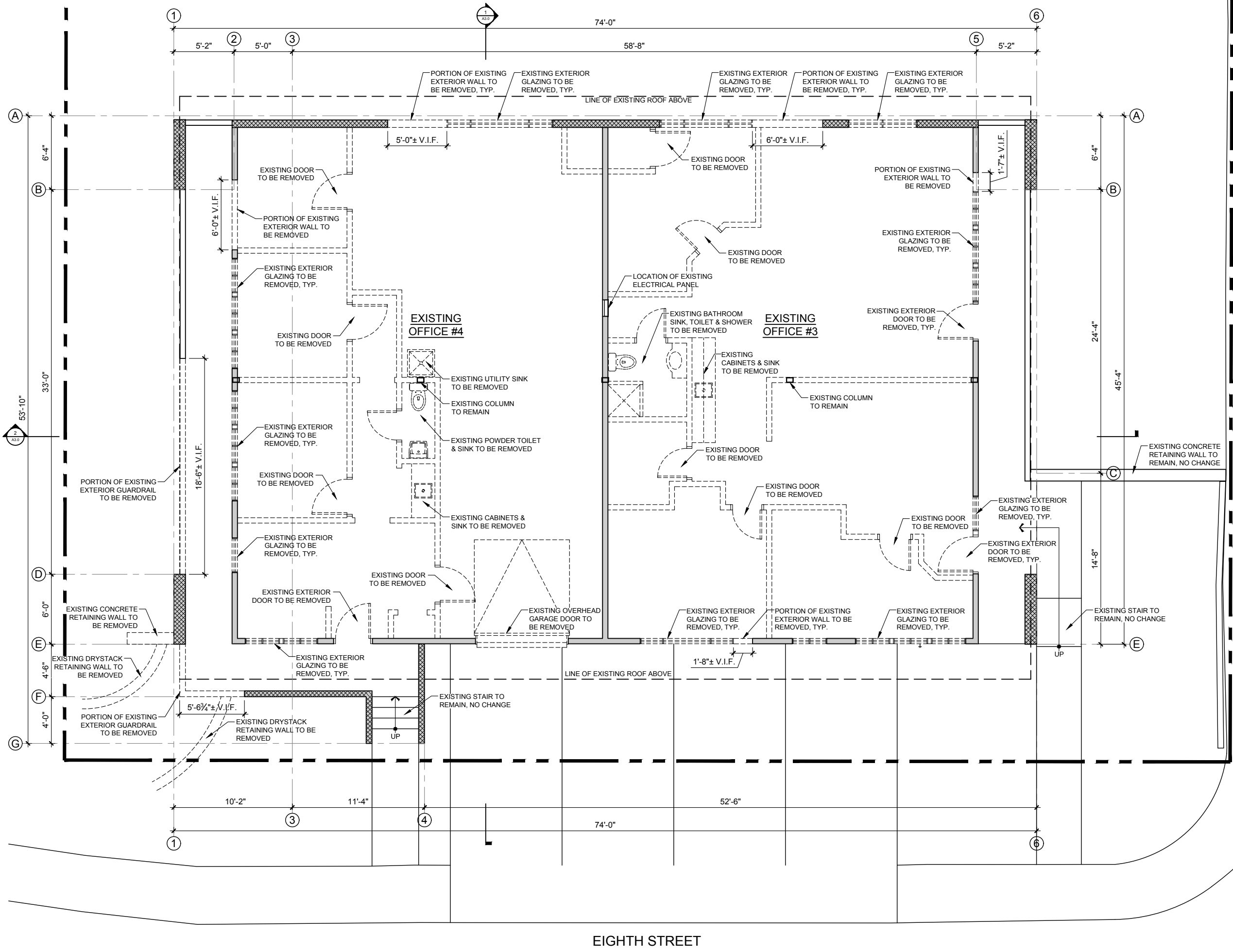
CONSTRUCTION MANAGEMENT PLAN

SCALE: $\frac{1}{8}" = 1'-0"$

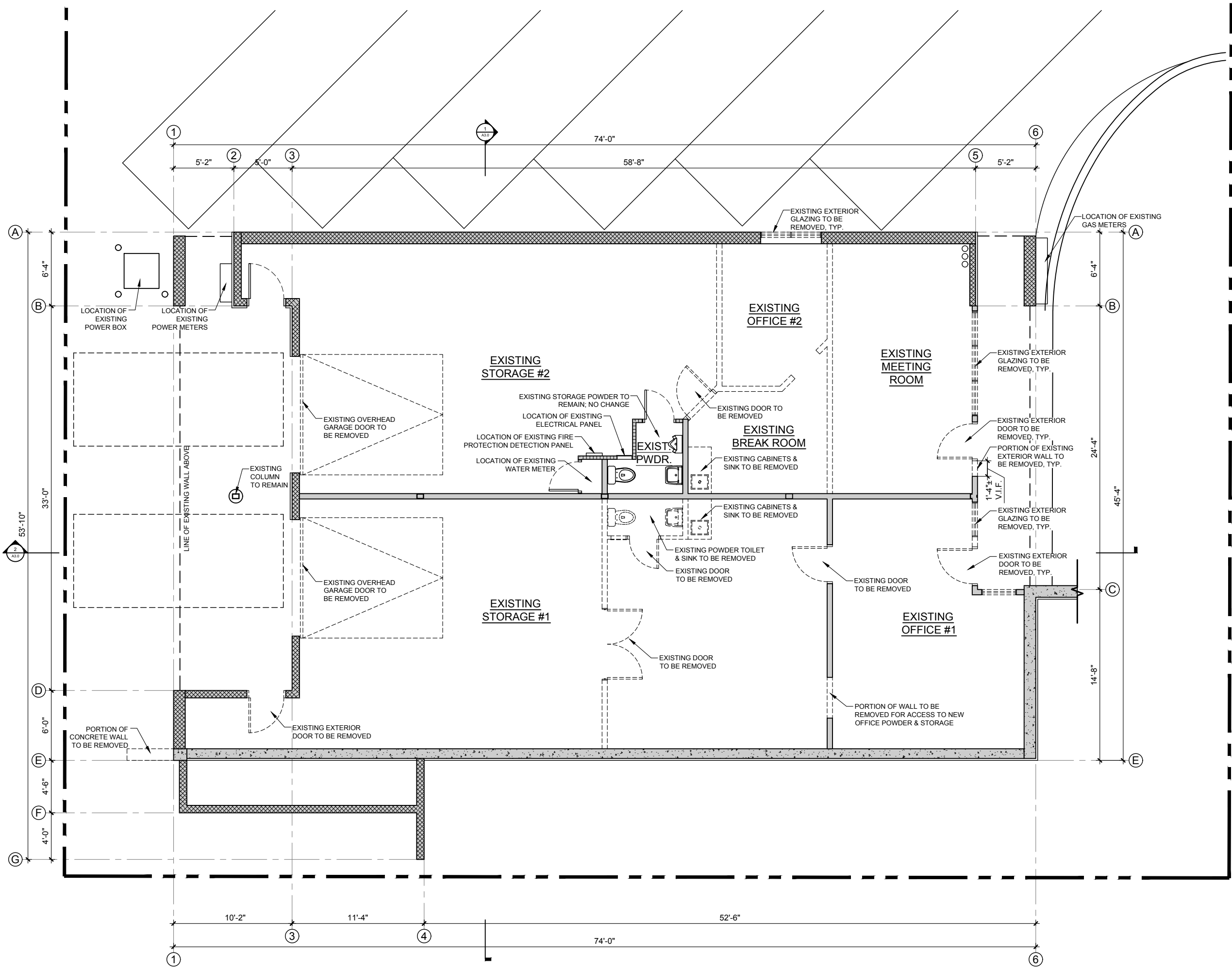
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EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET_KETCHUM, IDAHO

A1.2



MAIN LEVEL FLOOR PLAN - EXISTING /DEMOLITION
SCALE: 1/8" = 1'-0"



LOWER LEVEL FLOOR PLAN - EXISTING /DEMOLITION
SCALE: 1/8" = 1'-0"

ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS



RUSCITTO

ARCHITECTURA

LATHAM

P.A.

BLANTON

ARCHITECTURE

WWW.RLB-SV.COM

208.726.5608

PO BOX 419 SUN VALLEY, ID 83353

2016.10.14

DESIGN REVIEW

2016.10.28

DESIGN REVIEW REVISIONS

EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

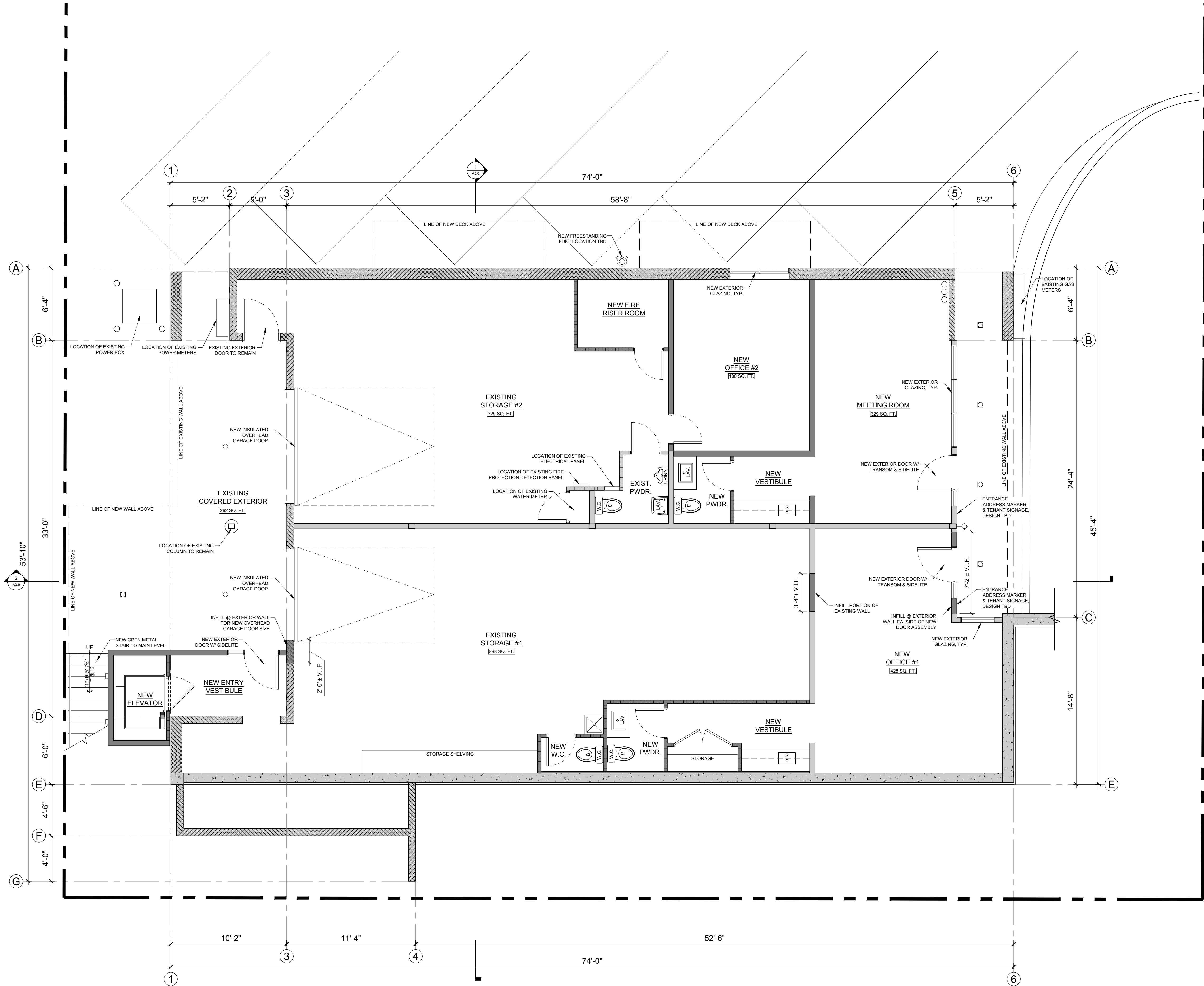
DRAWING

EXISTING / DEMOLITION
FLOOR PLANS

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

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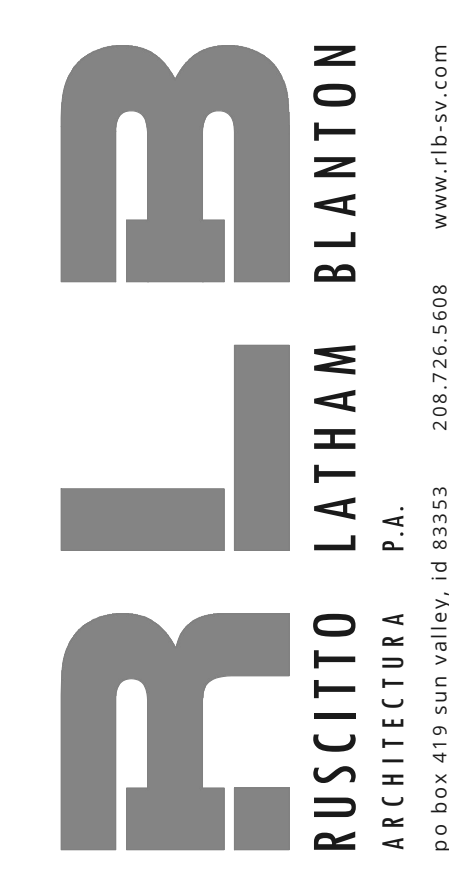
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WALL LEGEND	
	WALL TO BE REMOVED
	EXISTING WOOD STUD WALL
	EXISTING MASONRY WALL
	EXISTING CONCRETE WALL
	NEW 2X4 WOOD STUD WALL
	NEW 2X6 WOOD STUD WALL
	NEW MASONRY WALL TO MATCH EXISTING

EXTERIOR LIGHTING LEGEND	
	SURFACE MOUNT SCONCE PARTIALLY SHIELDED 1,000 LUMENS MAX (1-80W INCAND. OR EQ.) HANNISTON STUDIO SHORT SQUARE MESH COVER SCONCE (16 FIX. TOTAL)
	RECESSED SOFFIT FULL CUT-OFF DOWNLIGHT 35 WATT MR16 CONTRAST LIGHTING 7400K (OR SIM.) (20 FIX. TOTAL)
	RECESSED STEP FULL CUT-OFF DOWNLIGHT WAC LIGHTING 4011 RECTANGLE LED STEP LIGHT (OR SIM.) (6 FIX. TOTAL)

ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS

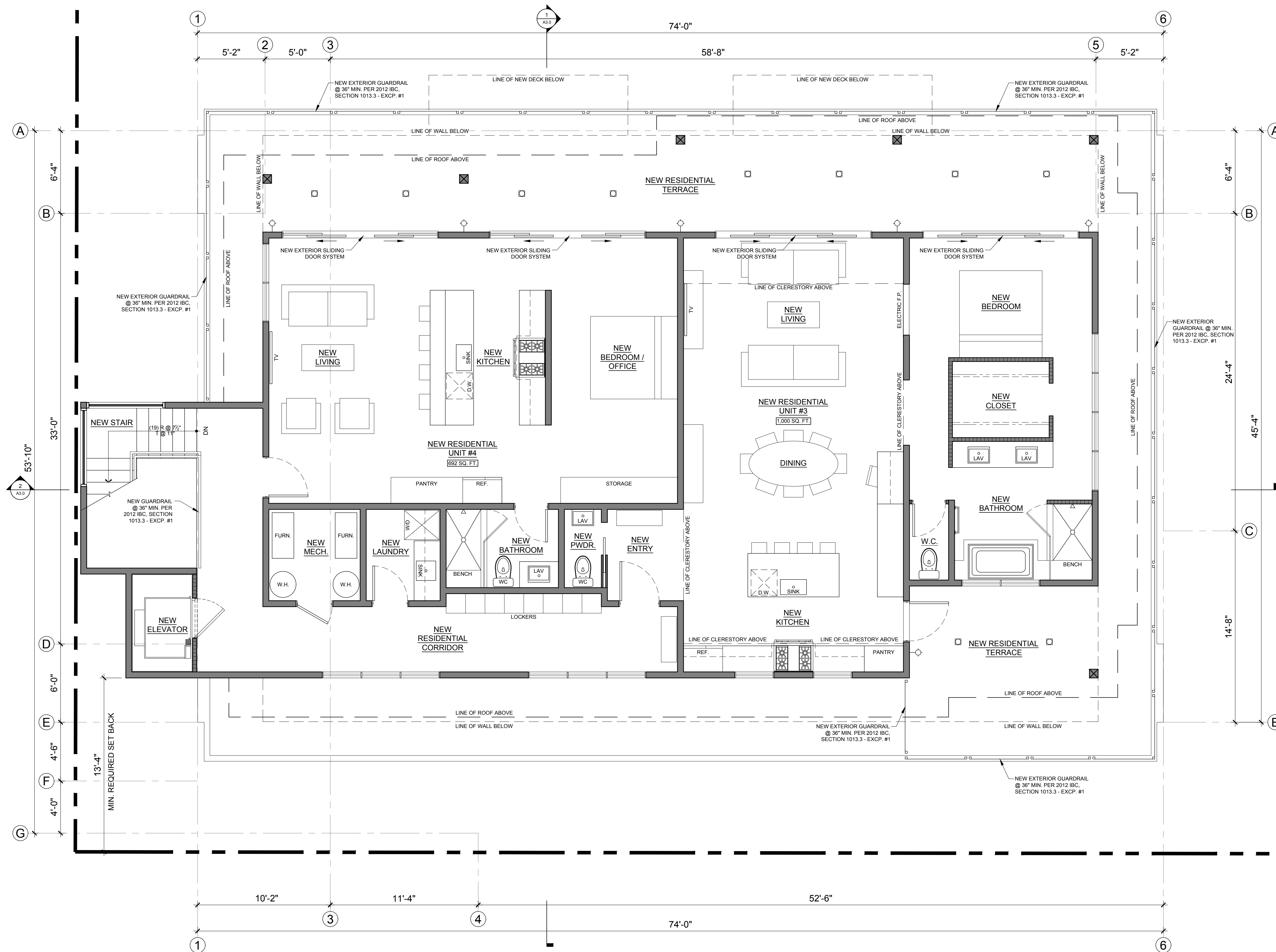


EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO








DRAWING	
LOWER LEVEL FLOOR PLAN - NEW WORK	
SCALE: 1/4" = 1'-0"	
DWG. #	

A 3.0

LOWER LEVEL FLOOR PLAN - NEW WORK
SCALE: 1/4" = 1'-0"



WALL LEGEND

	WALL TO BE REMOVED
	EXISTING WOOD STUD WALL
	EXISTING MASONRY WALL
	EXISTING CONCRETE WALL
	NEW 2X4 WOOD STUD WALL
	NEW 2X6 WOOD STUD WALL
	NEW MASONRY WALL TO MATCH EXISTING

EXTERIOR LIGHTING LEGEND	
	<p>SURFACE MOUNT SCONCE PARTIALLY SHIELDED 1,000 LUMENS MAX (140W INCANDESC) (OR EQ.) HAMMERTON STUDIO SHORT SQUARE MESH COVER SCONCE (16 FIX. TOTAL)</p> 
	<p>RECESSED SOFFIT FULL CUT-OUT DOWNLIGHT 55 WATT MR16 CONTRAST LIGHTING 14000 (OR SIM.) (20 FIX. TOTAL)</p> 
	<p>RECESSED STEP FULL CUT-OUT DOWNLIGHT WAS LIGHTING 4011 RECTANGLE LED STEP LIGHT (OR SIM.) (5 FIX. TOTAL)</p> 

WASHINGTON AVE.

[illegible]

RUSCITTO
ARCHITECTURA
LATHAM
BLANTON

P.A.

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www.rtlb-usa.com



one box 410, cup valley, 14 states

EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET KETCHUM, IDAHO

DRAWING

**UPPER LEVEL FLOOR
PLAN - NEW WORK**

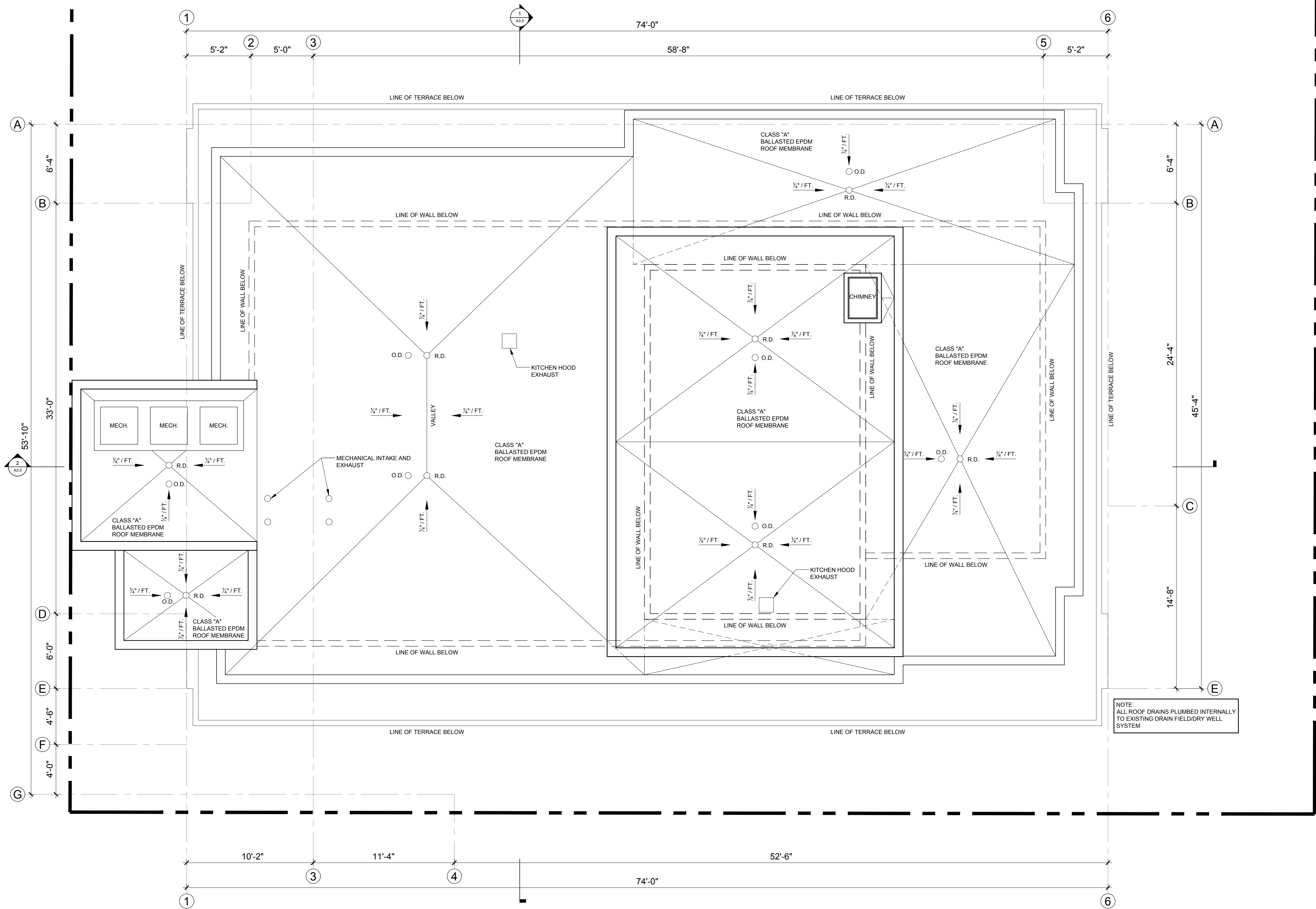
SCALE: $\frac{1}{4}" = 1'-0"$



DWG. #

UPPER LEVEL FLOOR PLAN - NEW WORK

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ROOF PLAN - NEW WORK
SCALE: 1/2" = 1'-0"

ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS

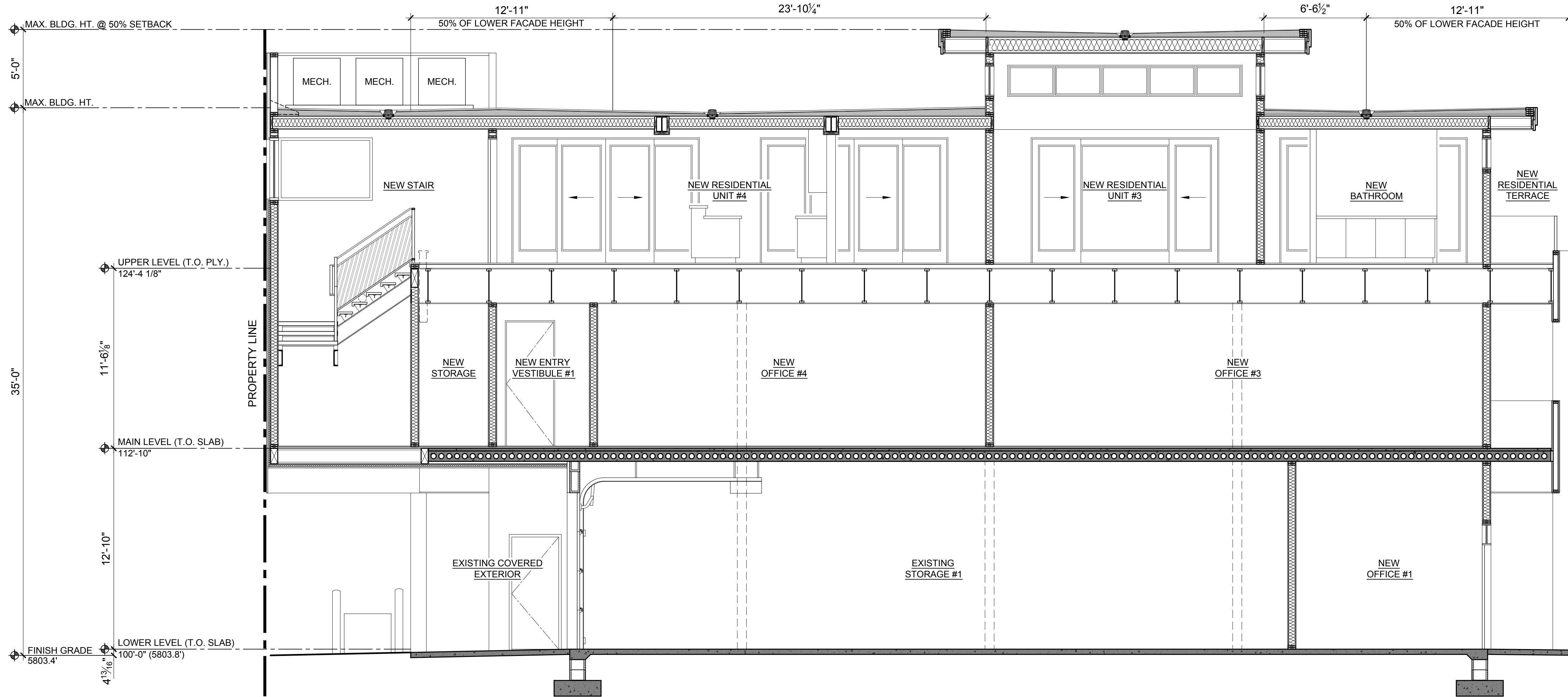


RUSCITTO LATHAM BLANTON
ARCHITECTURE P.A.
po box 419 sun valley, id 83353
208.726.5608
www.rlb-svb.com

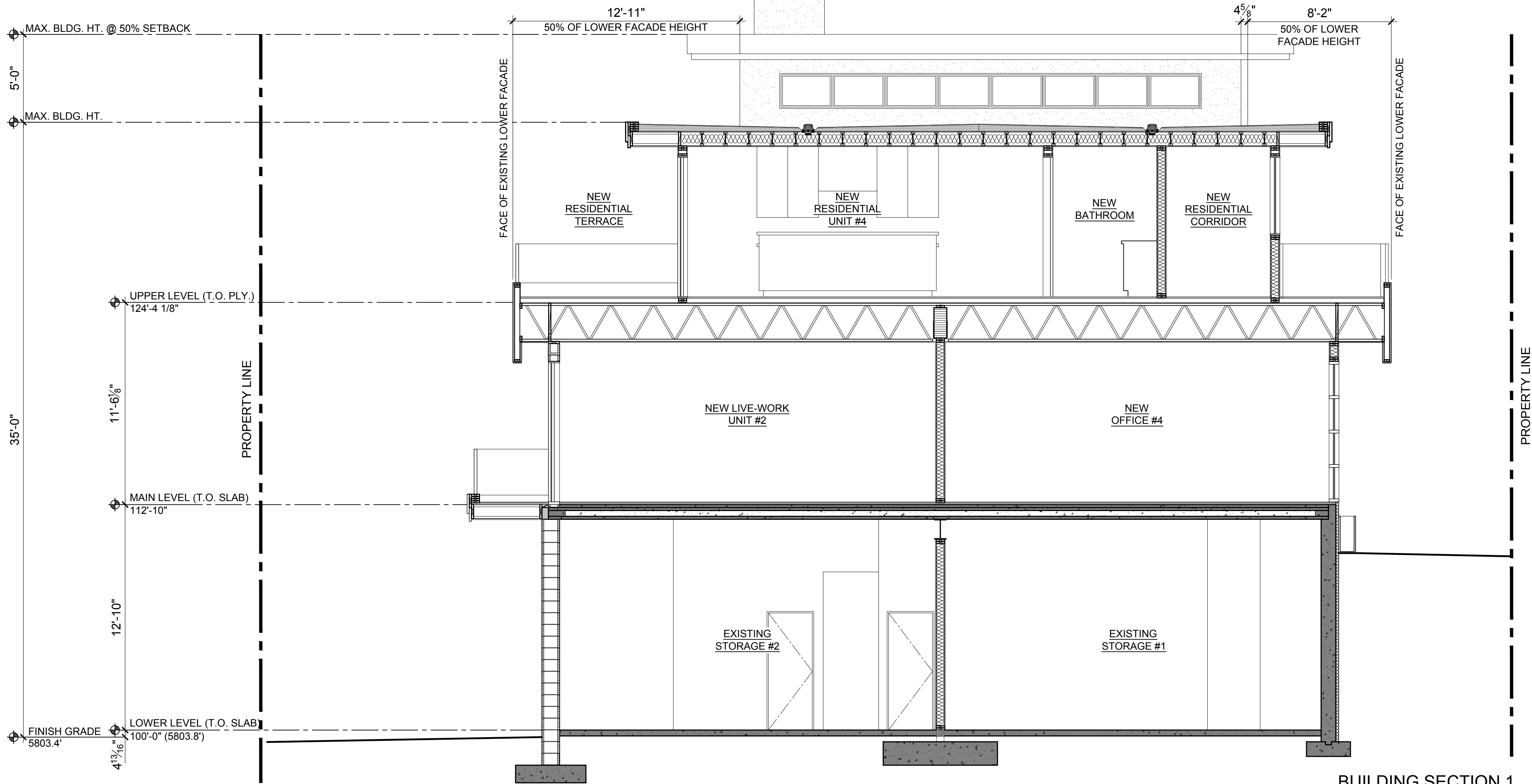
EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

DRAWING
ROOF PLAN - NEW WORK
SCALE: 1/2" = 1'-0"
DWG. #

A 3.3



BUILDING SECTION 2
SCALE: 1/2" = 1'-0"



BUILDING SECTION 1
SCALE: 1/2" = 1'-0"

24

ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS

MICHAEL A. BILLIS
STATE OF IDAHO

RUSCITTO LATHAM BLANTON
ARCHITECTURA P.A.

208.726.5608
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EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

DRAWING

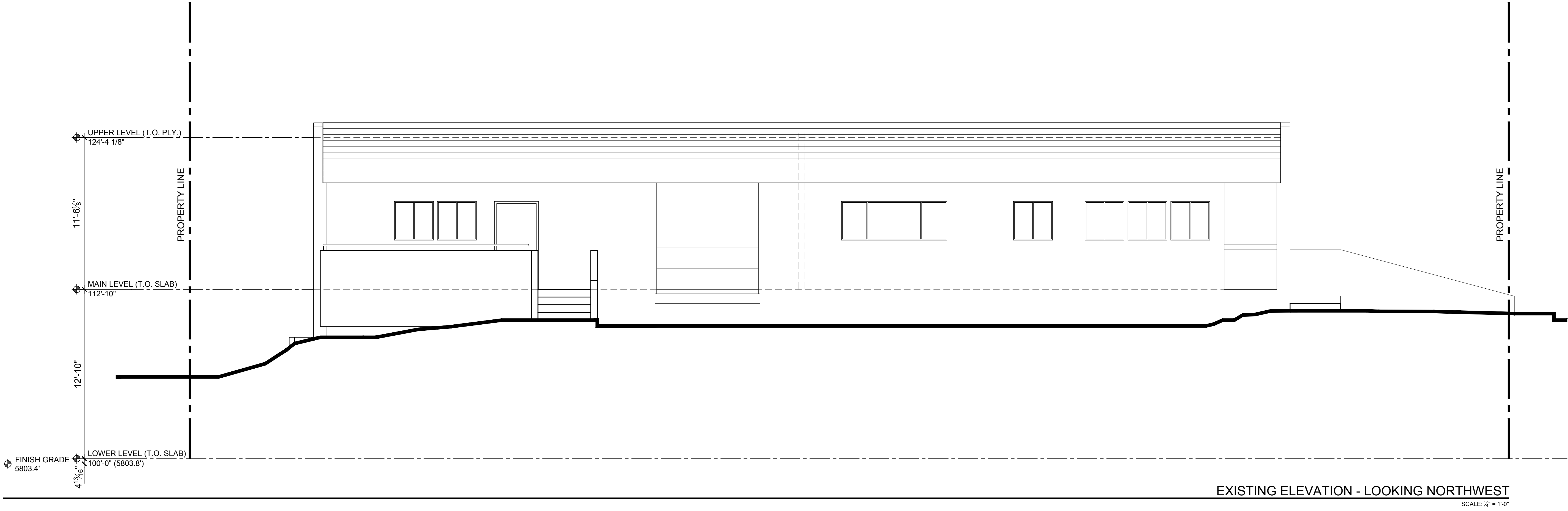
BUILDING SECTIONS

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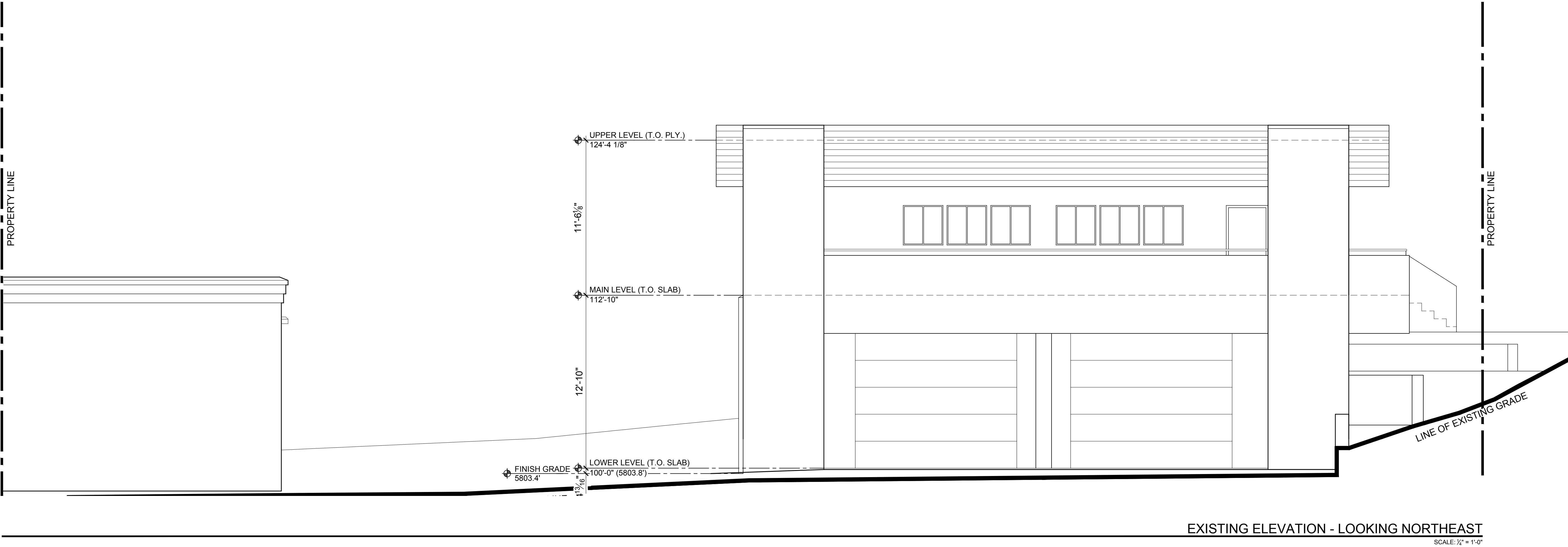
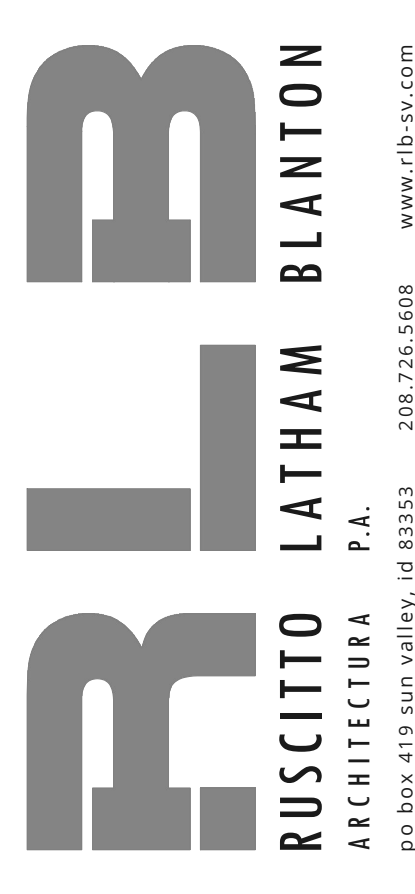
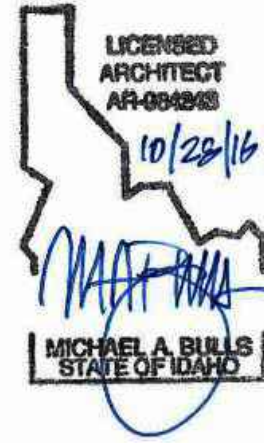
DWG. #

A 4.0

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ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS

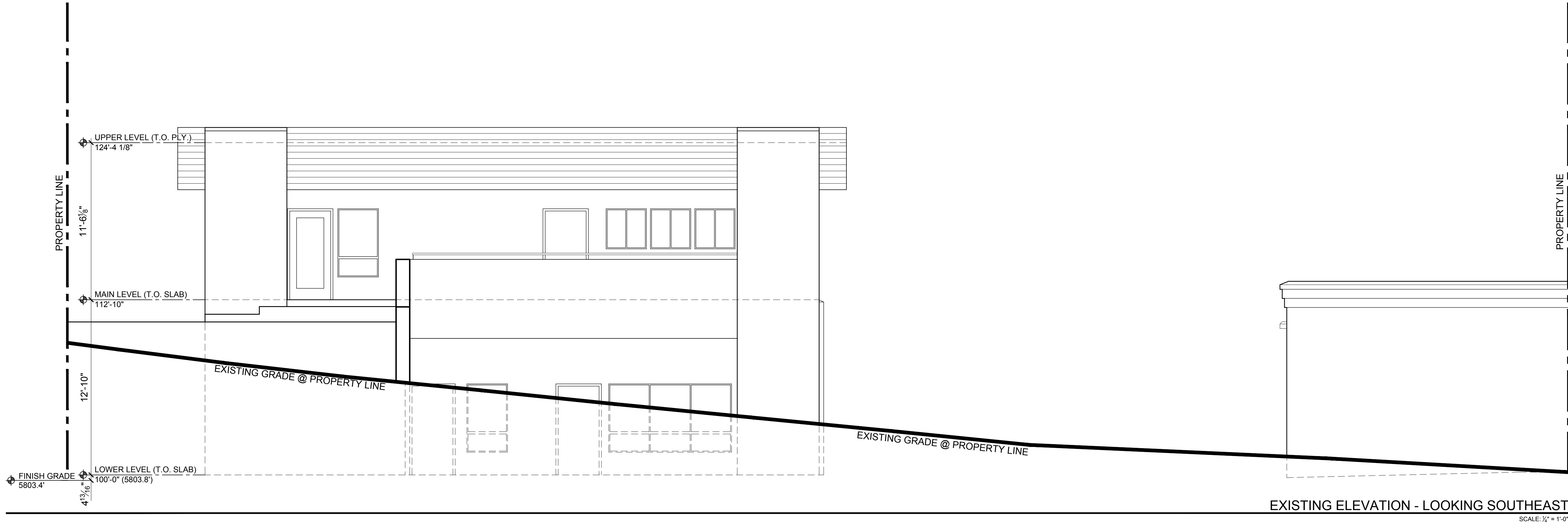
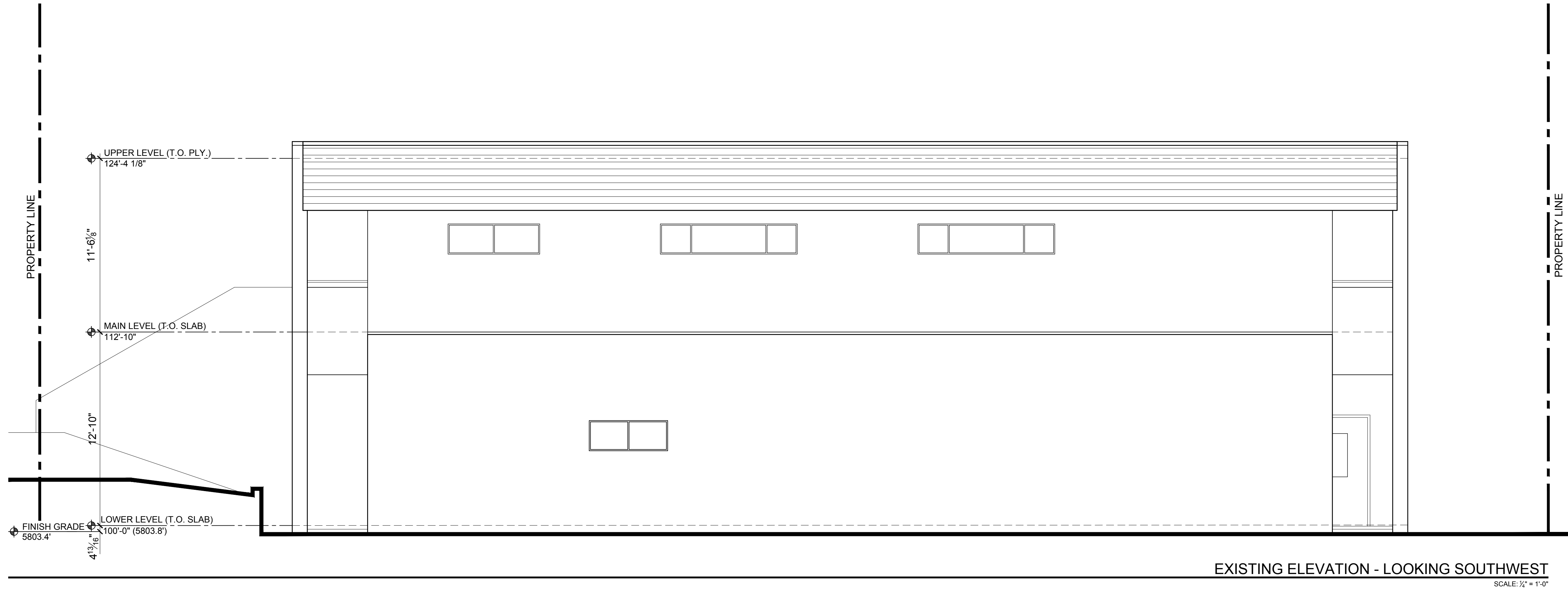


EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

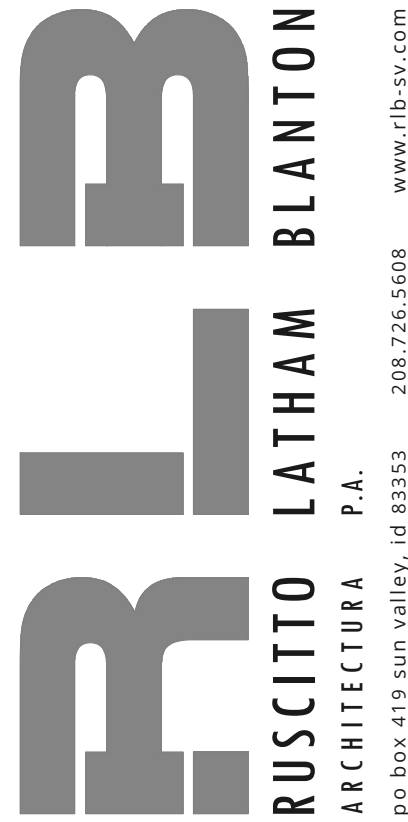
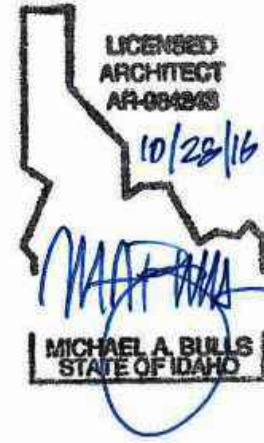
DRAWING
BUILDING ELEVATIONS
- EXISTING
SCALE: 1/2" = 1'-0"
0 2' 4'
DWG. #

A5.0-EX

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ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS

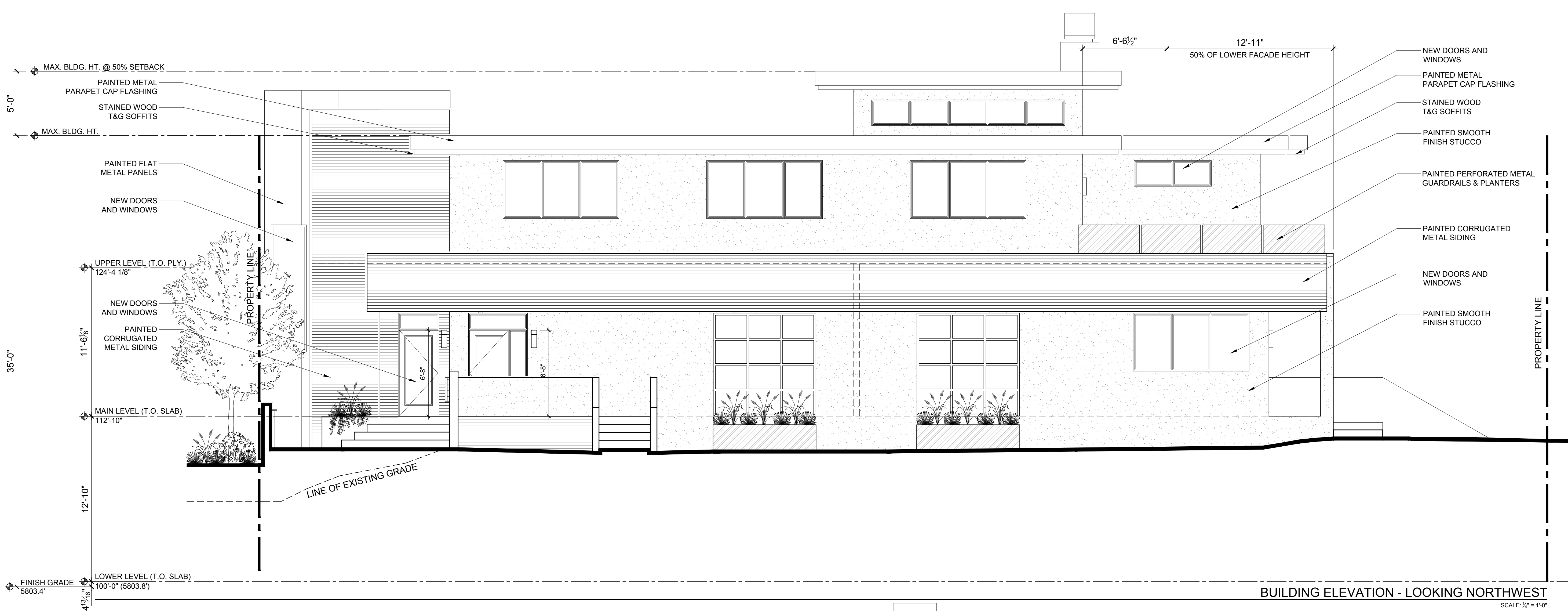


EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

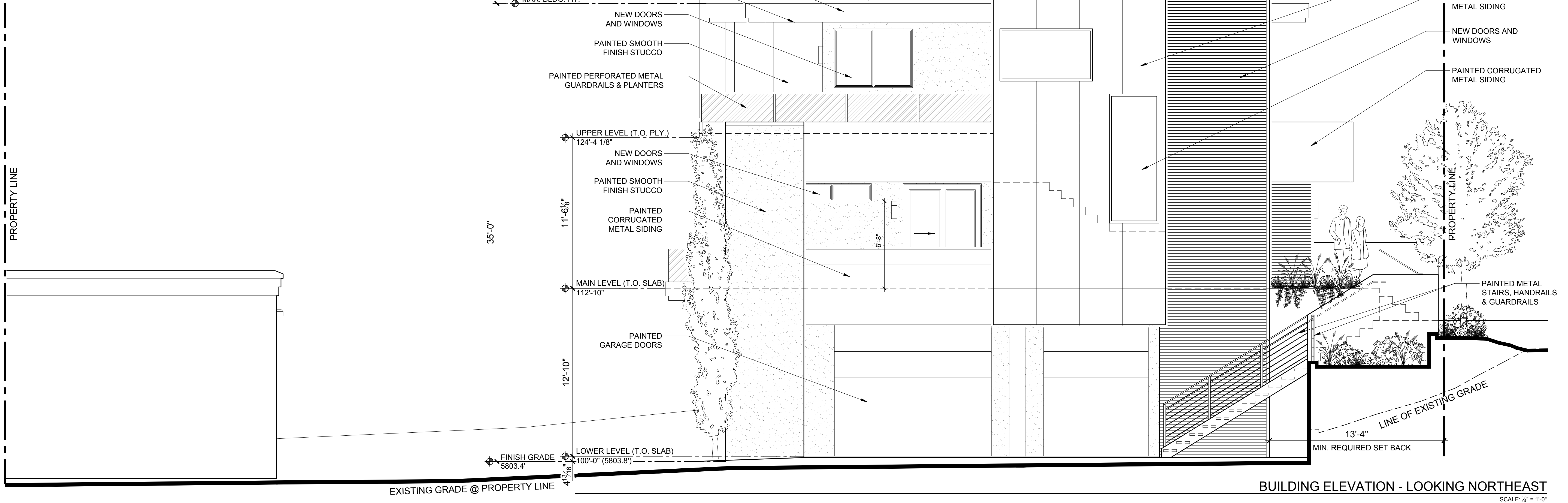
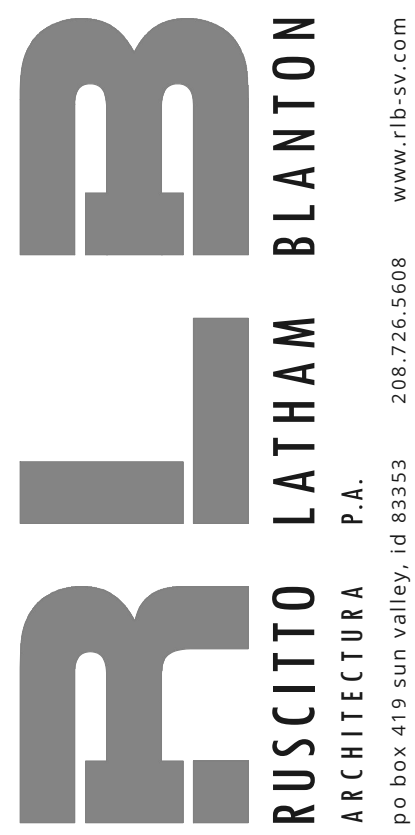
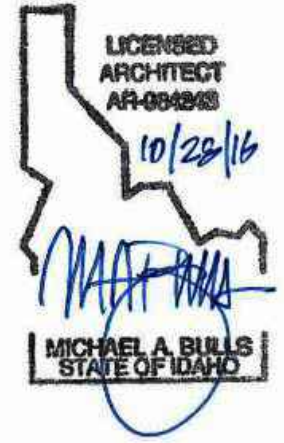
DRAWING	
BUILDING ELEVATIONS - EXISTING	
SCALE: 1/2" = 1'-0"	
0 2' 4'	
DWG. #	

A5.1-EX

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ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS



EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

DRAWING	
BUILDING ELEVATIONS - NEW WORK	
SCALE: 1/2" = 1'-0"	N
0 2' 4'	
DWG. #	

A 5.0



BRUSCITTO ARCHITECTURA P.A.
LATHAM BLANTON

via Po, 419 - 00198 Roma
tel. 06 726.5008
www.lbpa.com

EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET KETCHUM, IDAHO

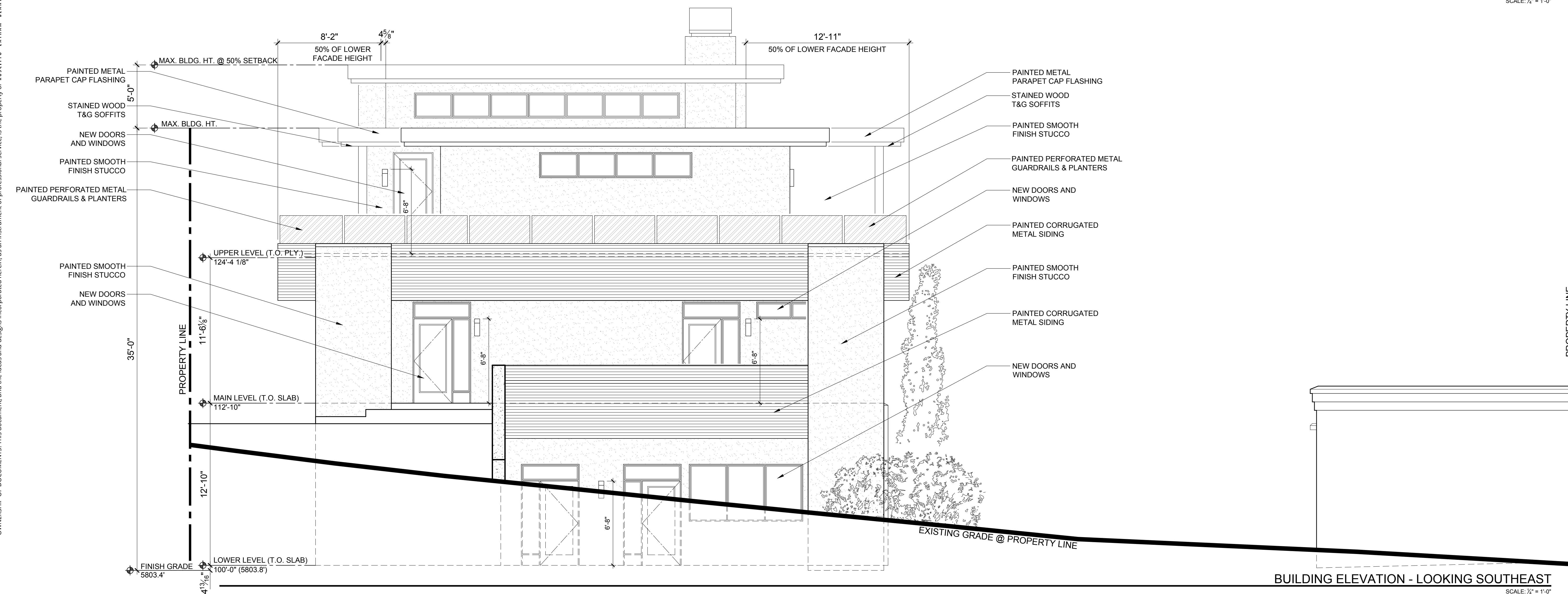
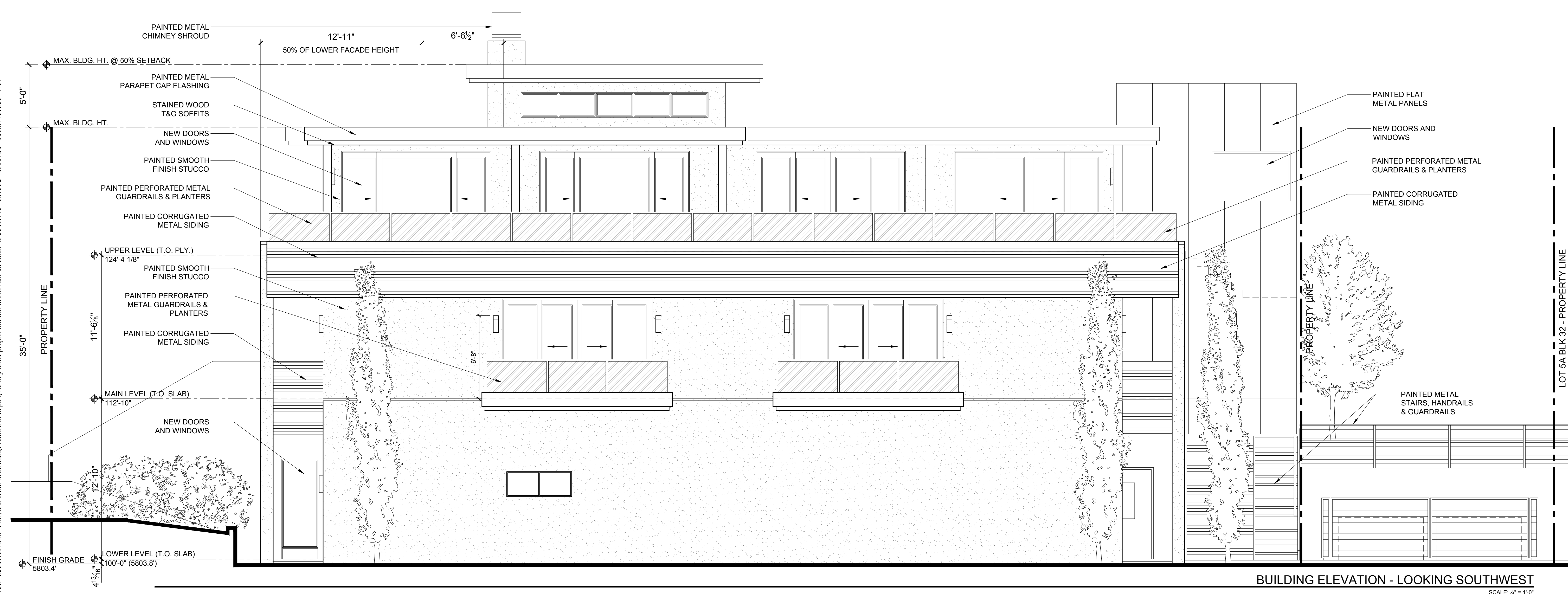
DRAWING

BUILDING ELEVATIONS
- NEW WORK

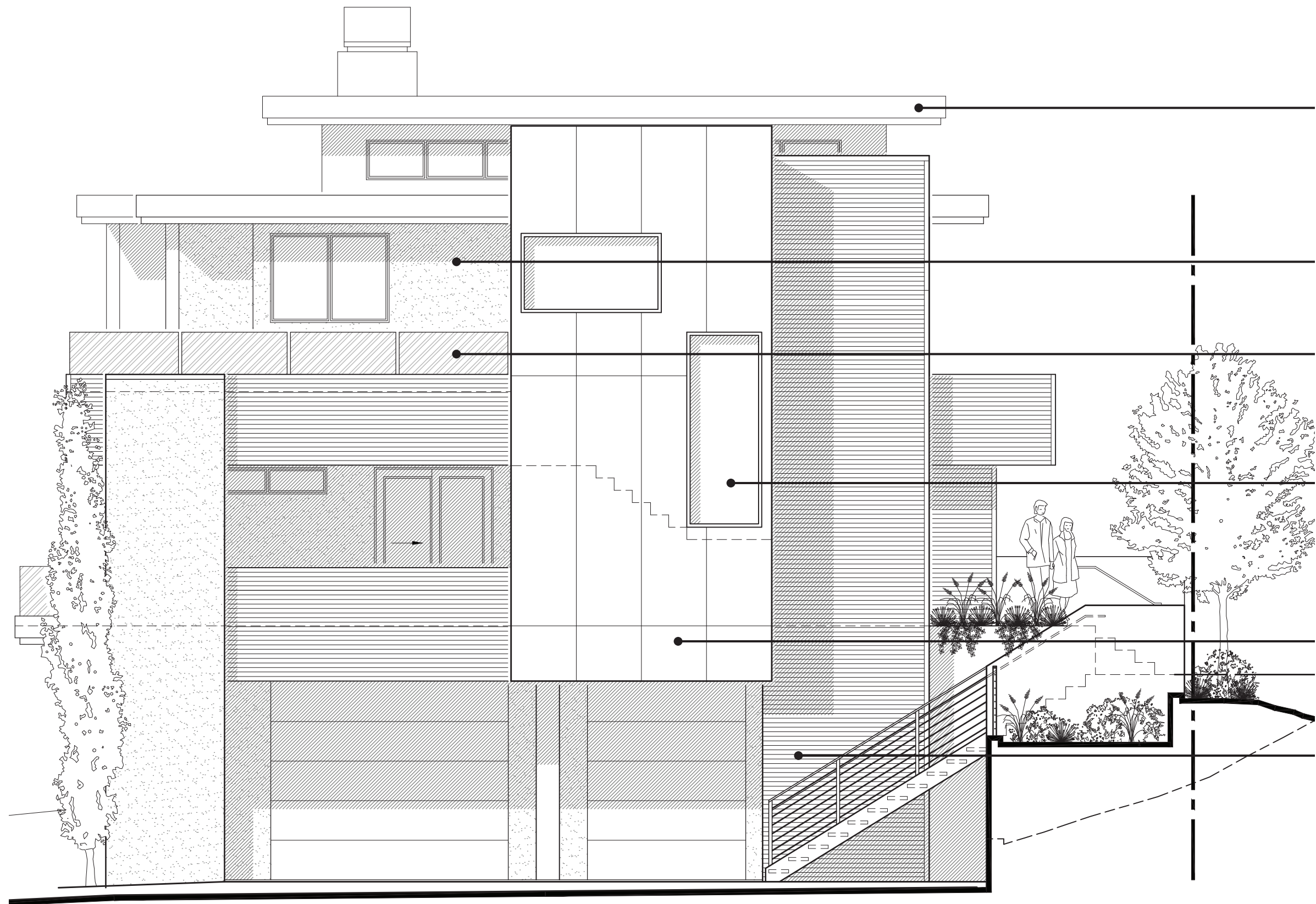
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DWG.#

A 5.1



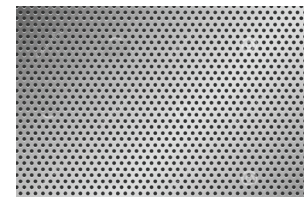
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METAL FLASHINGS,
PARAPET CAPS &
RAILINGS
MIDNIGHT BRONZE



STUCCO & GARAGE
DOORS
BENJAMIN MOORE -
CASTLE WALLS 1573



METAL GUARDRAILS &
PLANTERS
LIGHT GREY PERFORATED



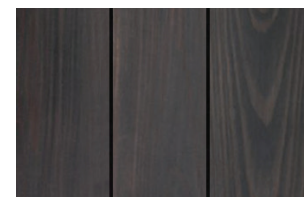
DOORS AND WINDOWS
MILGARD - BLACK BEAN



FLAT METAL PANELS
LIGHT GREY PATINA



CORRUGATED METAL
SIDING
MIDNIGHT BRONZE

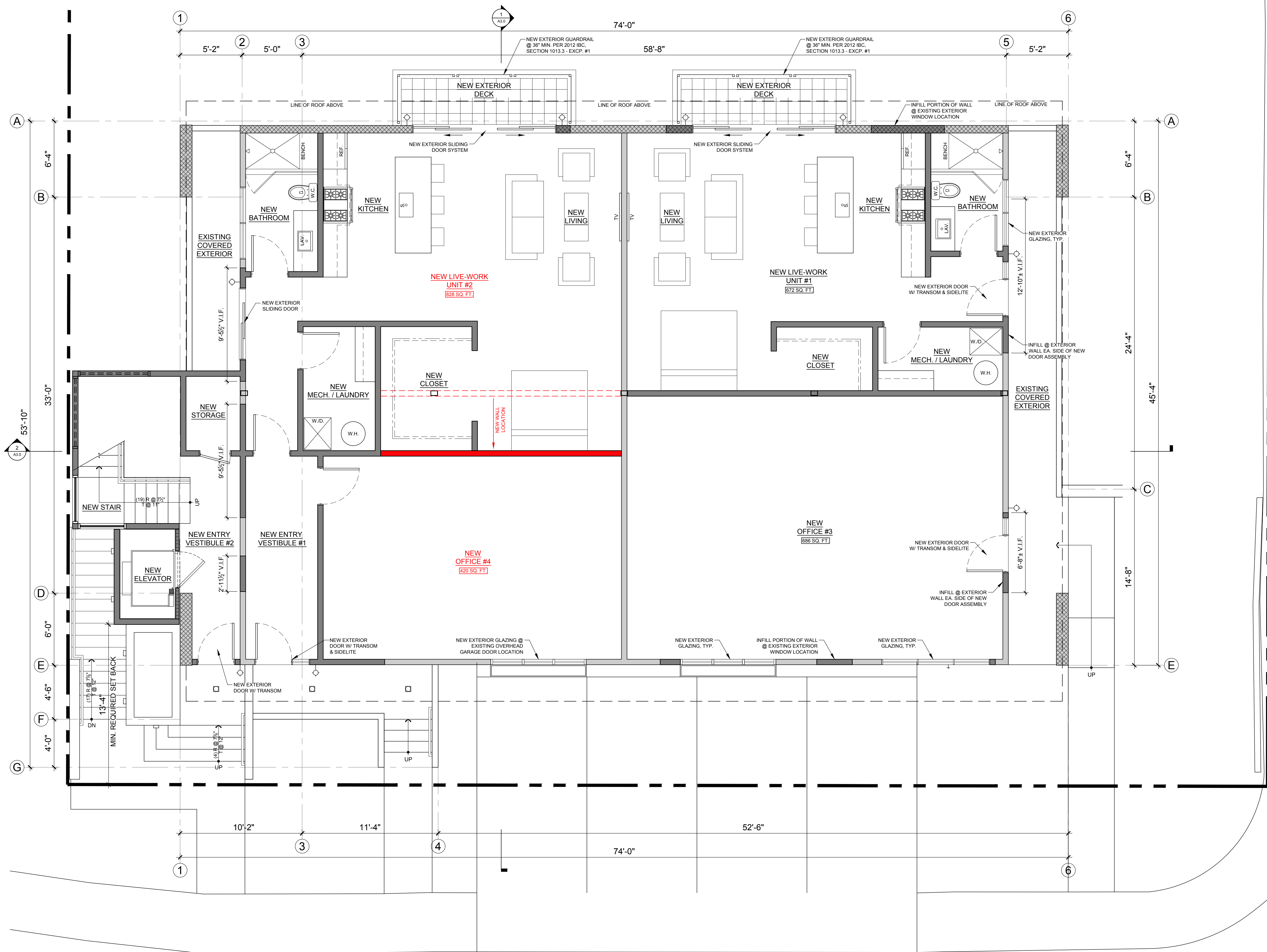


WOOD T&G SOFFIT
SEMI-TRANSPARENT BLACK

ELEVATION LOOKING NORTHEAST

DESIGN REVIEW REVISIONS: 10.28.2016

SCALE: 3/16" = 1'-0"



WALL LEGEND	
	WALL TO BE REMOVED
	EXISTING WOOD STUD WALL
	EXISTING MASONRY WALL
	EXISTING CONCRETE WALL
	NEW 2X4 WOOD STUD WALL
	NEW 2X6 WOOD STUD WALL
	NEW MASONRY WALL TO MATCH EXISTING

EXTERIOR LIGHTING LEGEND	
	SURFACE MOUNT SCONCE PARTIALLY SHIELDED 1,000 LUMENS MAX (1-60W INCAND. OR EQ.) HANNINGTON STUDIO SHORT SQUARE MESH COVER SCONCE (18 FIX. TOTAL)
	RECESSED SOFFIT FULL CUT-OFF DOWNLIGHT 35 WATT MR16 CONTRAST LIGHTING 7400K (OR SIM.) (20 FIX. TOTAL)
	RECESSED STEP FULL CUT-OFF DOWNLIGHT WAC LIGHTING 4011 RECTANGLE LED STEP LIGHT (OR SIM.) (6 FIX. TOTAL)

ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS
2016.11.08	REVISED OFF STREET PARKING

RUSCITTO LATHAM BLANTON

ARCHITECTURE P.A.

po box 419 sun valley, id 83353

208.726.5608

www.rlb-svb.com

EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

DRAWING	
MAIN LEVEL FLOOR PLAN - NEW WORK	
SCALE: 1/4" = 1'-0"	
DWG. #	

A 3.1

MAIN LEVEL FLOOR PLAN - NEW WORK
SCALE: 1/4" = 1'-0"

EIGHTH and WASHINGTON BUILDING
KETCHUM, IDAHO

BUILDING COVERAGE CALCULATION:

17.124.020: RESIDENTIAL, LIGHT INDUSTRIAL DISTRICTS:

- #3. Up to 50% of any light industrial building may be devoted to dwelling units, unless otherwise specified.
- #5. Dwelling units shall be a minimum of four hundred square feet and shall not exceed one thousand square feet total and shall contain no more than two bedrooms, unless otherwise specified.

COMMERCIAL SQ. FTG.

LOWER LEVEL:	NEW MEETING ROOM	329 SF
	NEW OFFICE #1	428 SF
	NEW OFFICE #2	180 SF
	EXISTING STORAGE #1	898 SF
	EXISTING STORAGE #2	729 SF
	EXISTING COVERED EXTERIOR	284 SF
MAIN LEVEL:	NEW OFFICE #3	686 SF
	NEW OFFICE #4	420 SF
	NEW COMMERCIAL CIRCULATION	51 SF
TOTAL COMMERCIAL GSF:		4,005 SF

RESIDENTIAL SQ. FTG.

LOWER LEVEL:	NEW RESIDENTIAL CIRCULATION	92 SF
MAIN LEVEL:	NEW LIVE WORK RESIDENTIAL UNIT #1	672 SF
	NEW LIVE WORK RESIDENTIAL UNIT #2	828 SF
	NEW RESIDENTIAL CIRCULATION / OTHER	268 SF
UPPER LEVEL:	NEW RESIDENTIAL UNIT #3	1,000 SF
	NEW RESIDENTIAL UNIT #4	692 SF
	NEW RESIDENTIAL CIRCULATION / OTHER	375 SF
TOTAL RESIDENTIAL GSF:		3,927 SF

AREA OF BUILDING

TOTAL GSF:	7,932 SF
TOTAL ALLOWABLE DEVOTED TO RESIDENTIAL:	3,966 SF MAX.
TOTAL PROPOSED RESIDENTIAL:	3,927 SF



RUSCITTO
ARCHITECTURA P.A.

LATHAM BLANTON

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sun valley, idaho

EIGHTH and WASHINGTON BUILDING
KETCHUM, IDAHO

PARKING CALCULATION:

17.125.050: OFF STREET PARKING AND LOADING CALCULATIONS:

C. Area Measurements: Unless otherwise specifically noted, all square footage based parking and loading standards are to be computed on the basis of gross floor area.

OFF STREET PARKING MATRIX

Residential units, industrial districts:	1 space per bedroom
Office, industrial districts:	1 space per 250 gross square feet

OFFICE PARKING

LOWER LEVEL:	NEW MEETING ROOM	329 SF
	NEW OFFICE #1	428 SF
	NEW OFFICE #2	180 SF

MAIN LEVEL:	NEW OFFICE #3	686 SF
	NEW OFFICE #4	420 SF

TOTAL OFFICE @ 1 SPACE PER 250 GFS: 2,043 SF / 250 = 8 SPACES

RESIDENTIAL PARKING

MAIN LEVEL:	NEW LIVE WORK RESIDENTIAL UNIT #1	1 SPACE
	NEW LIVE WORK RESIDENTIAL UNIT #2	1 SPACE

UPPER LEVEL:	NEW RESIDENTIAL UNIT #3	1 SPACE
	NEW RESIDENTIAL UNIT #4	1 SPACE

TOTAL RESIDENTIAL @ 1 SPACE PER BEDROOM: 4 SPACES

TOTAL PARKING

TOTAL REQUIRED: 12 SPACES

TOTAL OFF STREET PARKING SPACES PROVIDED: 12 SPACES



Carl Anderson

From: Michael Bulls <mbulls@rlb-sv.com>
Sent: Friday, December 02, 2016 12:25 PM
To: Carl Anderson
Subject: Eighth and Washington Project - CUP application supplement

Dear Carl:

I requested confirmation from the applicant related to existing snow plowing and removal services for the property and the alley. I received the response below from Doug Webb. Will this be sufficient to satisfy the snow removal discussion?

From: Doug Webb [<mailto:dougwebb@webbland.com>]
Sent: Thursday, December 01, 2016 10:57 PM
To: Michael Bulls <mbulls@rlb-sv.com>
Cc: Matt Walker <matt@rlb-sv.com>; Chari Hustis <chari@rlb-sv.com>
Subject: Re: Eighth and Washington

Plowing and removing snow

Webb office, Mountain Rides, W/E building, all snow from parking areas and walkways is plowed into a pile West of the Webb office and shop. Piled snow is transported off site as it accumulates. Webb provides this service at no charge to Mountain Rides.

Doug Webb

Best,

MICHAEL BULLS / AIA, NCARB, LEED AP
Principal, Architect



RUSCITTO LATHAM BLANTON
208.726.5608
PO Box 419 Sun Valley, ID 83353
www.rlb-sv.com

From: Jason Miller [<mailto:jason@mountainrides.org>]
Sent: Wednesday, November 23, 2016 1:46 PM
To: Carl Anderson <canderson@ketchumidaho.org>
Cc: ben@mountainrides.org
Subject: comments on 8th and Washington CUP
Importance: High

Good afternoon Carl-

Mountain Rides Transportation Authority would like to make public comments, for inclusion in the public record, on the application for a conditional use permit at 101 East 8th St/831 Washington Ave for the Eighth and Washington Building Condo. As Mountain Rides is an adjacent property owner, it is important that the applicant and the city be aware of the following:

1. Mountain Rides relies on the full width of the alleyway on the west side of the applicant's property for bus ingress and egress into bus maintenance and storage bays of the Mountain Rides building at 800 1st Ave. N. Mountain Rides is very site constrained in accessing our building and must have this alleyway completely free of obstructions for bus maneuvering. Vehicles parked at the 8th and Washington Building Condo cannot block this alleyway. Additionally, Mountain Rides must have this alleyway free of obstructions while the applicant's project is under construction.
2. Mountain Rides operates a public transit system that requires movement of buses around our facility at all hours of the day and night, 365 days per year. Mountain Rides wants to ensure that the applicant is aware of this, especially for the residents of the new residential units. Large diesel buses can create noise and air quality impacts, including back-up alarms, that are associated with our permitted light industrial use of our property. Mountain Rides cannot change its operations in order to accommodate or address any future complaints about bus operations from those living in these new, proposed residential units.
3. Both the city and architect stated to Mountain Rides that the upgraded trash enclosure and retaining wall will not be moving from their current footprint. It is important to Mountain Rides that both of these footprints be maintained in order to not intrude into the maneuvering area for buses. If the location of the trash enclosure retaining wall are planned to be moved, Mountain Rides requests that we be allowed to comment on the new location.
4. The parking spots along the northwest side of the applicant's property are currently occupied primarily by Webb Landscape equipment. Mountain Rides assumes that this application and addition of units will mean that these northwest parking spots will shift to being occupied by building condo tenants and not by Webb Landscape equipment and vehicles. Mountain Rides is concerned that this will result in Webb moving these vehicles to the already overcrowded, over-parked area northwest of Webb Landscape, where 9th St. adjoins the alley and the bike path. Mountain Rides relies on this area to park some of our buses and support vehicles. With another 4-5 Webb Landscape vehicles potentially moving to this area, as a result of this application, Mountain Rides is concerned that it will become even more difficult to park some buses and vehicles in this area. Although not directly a responsibility of the applicant, Mountain Rides feels it is important for the City of Ketchum to understand this impact.

Please accept these comments and forward to appropriate city staff and the Planning and Zoning Commission for inclusion in the staff report.

Best,
Jason Miller
Executive Director, Mountain Rides
208-788-7433 x 101
800 1st Ave N.
Ketchum, ID



City of Ketchum
Planning & Building

37

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF December 12, 2016

PROJECT: 191 East 8th Street (Eighth and Washington Building)

FILE NUMBER: #16-084

OWNERS: Doug Webb

REPRESENTATIVE: Michael Bulls (Ruscitto Latham Blanton P.A.)

REQUEST: Design Review approval for adding four (4) residential units to existing commercial uses in the Light Industrial District Number 1 (LI-1).

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

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

OVERLAY: None

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

Continuation of the hearing to November 28th, 2016 was announced during the November 14th hearing. Continuation of the hearing to December 12th, 2016 was announced during the November 28th, 2016 hearing.

REVIEWER: Carl Anderson, Associate Planner

INTRODUCTION

The first public hearing for this proposal occurred on November 14th, 2016. The hearing was continued to November 28th, 2016. During the November 28th hearing the Commission deliberated and requested additional information of the applicant, and the application was continued to the December 12th, 2016 hearing. The report that follows contains staff comments regarding snow storage on-site, the revised Site Landscape Plan A1.1 submitted by the applicant for the December 12th, 2016 hearing, and a letter from the owner Doug Webb regarding snow storage removal from the site.

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

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

ANALYSIS

The purpose of Design Review is to maintain and enhance appearance, character, beauty and function of the city, to ensure that new development is complementary to the design of existing city neighborhoods and to protect and enhance the economic base of the City of Ketchum. Keeping in mind the purpose of this chapter and the application of the evaluation standards. Design Review approval may be granted by the Commission only if the applicant demonstrates that:

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

As demonstrated in Attachment C, staff believes the applicant has addressed all of the Design Review standards. Should the Commission agree the Commission may allow the applicant to move forward with Design Review and may attach additional conditions to approval as it determines necessary to ensure the health, safety, or welfare of the public. All conditions must cite the appropriate standard for imposing such condition. Such conditions include, but are not limited to:

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

STAFF RECOMMENDATION

Staff recommends approval of the application and supporting plans as presented.

COMMISSION OPTIONS

1. **Denial of the Application:** "Motion to deny the application from owner Doug Webb and representative Ruscitto Latham Blanton for Design Review application for a third floor addition to the existing 191 East 8th Street Building, to be used as residential space and commercial/office, finding the application **does not** meet the standards for approval under Chapter 17.96 of Ketchum Zoning Code Title 17, for the following reasons: [cite findings for denial]."
2. **Approval of the Application:** "Motion to approve the application from owner Doug Webb and representative Ruscitto Latham Blanton for Design Review for a third floor addition to the existing 191 East 8th Street Building, to be used as residential space, finding the application meets the standards for approval under Chapter 17.96 of Ketchum Zoning Code Title 17 with the following conditions: [insert conditions of approval here]"
3. **Continuation of the Application:** "Motion to continue the application from owner Doug Webb and Representative Ruscitto Latham Blanton to a date certain of [insert date of meeting]."

RECOMMENDED CONDITIONS

Ketchum City Engineer, Streets, Utilities, Fire and Building Department requirements shall be met, including:

1. All departmental conditions as described in Table 1.
2. All building and fire code requirements as dictated by 2012 family of international building codes shall apply to all construction onsite.
3. Per Title 17, Section 17.96.090: TERM OF APPROVAL: The term of design review approval shall be twelve (12) months from the date that findings of fact, conclusions of law and decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations; and
4. This Design Review approval is based on representations made and other components of the application presented and approved at the meeting on November 28th, 2016.
5. In lieu of providing permanent snow storage on site, the Eighth & Washington Building owner shall be responsible for removing and hauling snow off-site in order to maintain clear access to drives, parking areas and pedestrian pathways.
6. The applicant shall obtain a Right-of-Way Encroachment Permit for the use of the alleyway for the location of the new shared trash collection enclosure.

ATTACHMENTS:

- A. Table 1. Requirements for All Applications
- B. Table 2. Zoning Standards Analysis
- C. Table 3. Design Review Standards
- D. Table 4. Standards for Residential, Light Industrial Districts
- E. Application
- F. Plans
 - a. Design Review submittal dated October 28, 2016
(Omit pages A1.1 & A3.1. See revisions)
 - b. Revised Site-landscape Plan A1.1, dated December 2, 2016
 - c. Revised Main Level Floor Plan A3.1, dated November 08, 2016
 - d. Materials Board, dated October 28, 2016
 - e. Revised Coverage Calculations, dated November 08, 2016
 - f. Revised Parking Calculations, dated November 08, 2016
 - g. Eighth and Washington Building – Additional Information Requested Response: Letter from Doug Webb regarding snow removal dated December 2, 2016
 - h. Public Comments Received

Attachment A.

Table 1: Requirements for All Applications

City Department Comments				
Compliant				
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.040	Complete Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police Department: None at this time.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Department: The above project shall meet all 2012 International Fire Code requirements in addition to specific City Building and Fire Ordinances. IF a monitored fire detection system exists or is installed, it shall meet NFPA 72 and be monitored by an approved alarm monitoring station. An approved key box shall be installed, with the appropriate keys, for emergency fire department access in a location approved by the fire department. Approved address numbers shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4) inches tall, contrast with their background and be positioned a minimum of forty-eight (48) inches above final grade. Vehicle parking and material storage during construction shall not restrict or obstruct public streets or access to any building. A <u>minimum</u> twenty-foot travel lane for emergency vehicle access shall be maintained clear and unobstructed at all times. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times. An approved automatic fire sprinkler system shall be installed throughout the building per City of Ketchum Ordinance #1125 (www.ketchumfire.org) and the National Fire Protection Association Standard 13. An approved fire sprinkler flow bell, Knox box and Fire Department Connection shall be installed in an approved location visible to approaching firefighters. Water service lines to structures shall be hydraulically calculated for size to meet fire sprinkler flow requirements. Fire sprinkler systems shall be annually tested and maintained per NFPA 25. An approved fire department connection and flow bell shall be installed in a location approved by the fire department and the system shall be supervised by an approved alarm system. NOTE: One electronic set of fire sprinkler system plans must be submitted to the Ketchum Fire Department as well as the State Fire Marshals office and a Ketchum Fire Department Permit must be obtained prior to installation of fire sprinkler systems. Inspections of fire sprinkler systems by the Fire Chief or an appointee are required. Inspections must be scheduled at least 48 hours in advance. The existing required fire sprinkler system shall be modified by a licensed fire sprinkler contractor to meet the current requirements of NFPA 13. All areas are required to be covered with fire sprinklers. An approved monitored fire sprinkler alarm system shall be installed per City of Ketchum Ordinance #1125 (www.ketchumfire.org) and the requirements of NFPA 72. Two (2) sets of alarm system plans shall be submitted to the Ketchum Fire Department for approval and a permit is required prior to installation of alarm systems. Inspections of fire detection systems by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. An approved access roadway per 2012 International Fire Code Appendix D (www.ketchumfire.org) shall be installed prior to any combustible construction on the site. The road shall be a minimum of twenty (20) feet in width and capable of supporting an imposed load of at least 75,000 pounds. The road must be an all-weather driving surface maintained free, clear, and unobstructed at all	

			<p>times. Grades shall not exceed 7%. Dead end access roadways exceeding 150 feet in length shall be provided with an approved turnaround. Gates, if installed, are required to be siren activated for emergency vehicle access.</p> <p>Fire extinguishers shall be installed and maintained per 2012 IFC Section 906 both during construction and upon occupancy of the building.</p> <p>An approved key box shall be installed, with the appropriate keys, for emergency fire department access in a location approved by the fire department. The key box shall be a Knox box brand and sized to accommodate keys to every door of the project.</p> <p>Inspections of fire department permit required installations shall be scheduled at least 48 hours in advance.</p> <p>An 8 ½ by 11 color coded site map of this project shall be provided on paper and electronically to the fire department. This site map shall show the locations of gas shut-offs, power shut-offs, fire sprinkler riser rooms, fire department connections, alarm panels, Knox boxes, access doors, egress windows, stairways and any additional fire department requirements. Exact details for color coded "On-Sites" can be found at www.ketchumfire.org.</p> <p>Final inspections of all fire department permit required installations by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. A Final Inspection Checklist can be found at www.ketchumfire.org.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Public Works: None at this time.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Utilities: The applicant may wish to purchase their own water meter. While the penthouse usage will be at a minimum the other uses in the building may change. No impact fee will need to be collected, only the meter charge of \$ 451.00. This is not a requirement.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Parks/Arborist: Looks like all vegetation will be located on private property; however, to minimize line-of-sight obstruction at the NW corner of the intersection, I would suggest limiting the number of autumn blaze maple trees to one, removing the southern-most tree. That size tree will likely cause interference with the stop sign there and limit line-of-sight to the west. Planting only one tree there is more appropriate for grow space limitations.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Building: None at this time.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Planning and Zoning:</p> <ul style="list-style-type: none"> Comments are denoted throughout the staff report.

Attachment B.
Table 2: Zoning Standards Analysis

Compliance with Zoning Standards				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Guideline	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Lot Area
			<i>Staff Comments</i>	Required: 8,000 square feet minimum. Existing: The lot is 0.25 acres or 10,997 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030 & 17.128.020.C	Setbacks and Supplementary Yard Requirements
			<i>Staff Comments</i>	<p>The existing building has a non-conforming front setback of 16'-9" from Washington Avenue; this existing setback will be maintained. The existing building has a non-conforming side yard setback of 10'-2" from Eighth Street. Side setbacks on corner lots are required to be no less than 2/3 of the required front setback, therefore, a 13'-4" side yard setback from Eighth Street is required; the applicant proposes a new 13'-4" conforming setback from Eighth Street. The required interior side and rear setbacks are met.</p> <p>Front (Washington Avenue): Required: 20'-0" Existing: 16'-9" Proposed addition: 21'-11"</p> <p>Side – Corner Yard (Eighth Street): Required: 13'-4" Existing: 10'-2" Proposed addition: 13'-4"</p> <p>Side – Interior: Required – 0" Existing – 0" Proposed – 0"</p> <p>Rear (Alley): Required – 0" Existing – 0" Proposed – 0"</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Coverage
			<i>Staff Comments</i>	Permitted: 75% Proposed: 41.62% The lot is 10,997 square feet and 4,577 square feet of building coverage is proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Height
			<i>Staff Comments</i>	Required: Maximum building height permitted in the LI-1 is 35', but a 5' increase in height is permitted when the maximum vertical distance from the lowest exposed finished floor to the highest point of the roof shall be no more than five feet (5') greater than the maximum height permitted in the zoning district. <p>Proposed: The highest point of the proposed addition is 40'-0". The portion of the building that is 40'-0" in height is stepped back thirteen-feet and four-inches (13'-4") on the south side (8th street) and meets eligibility requirements for the 5' height increase.</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030.H	Curb Cut
			<i>Staff Comments</i>	<p>Required: 17.125.030: Off Street Parking Space <i>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></p> <p>Proposed: <i>The linear footage of street frontage is 210'-0".</i> <i>Eighth Street: 110'-0"</i> <i>Washington: 110'-0"</i> <i>The proposed curb cut will be 35'-4" along Washington Avenue, equating to 16.7%.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.020.A.2 & 17.125.050	Parking Spaces
			<i>Staff Comments</i>	<p>Required: <i>The off street parking standards apply when an existing structure or use is expanded or enlarged. Additional off street parking spaces shall be required only to serve the enlarged or expanded area, not the entire building or use.</i></p> <p><i>Office, Industrial Districts: One (1) space per 250 gross square feet.</i></p> <p><i>Residential Units, Industrial Districts: One (1) space per bedroom.</i></p> <p><i>Office Parking</i> <i>Lower Level: New Meeting Room: 329sf</i> <i>New Office #1: 428 sf</i> <i>New Office #2: 180 sf</i> <i>Main Level: New Office #3: 686 sf</i> <i>New Office #4: 420 sf</i> <i>Total office parking: 2,043 sf / 250 = 8 spaces</i></p> <p><i>Residential Parking</i> <i>Main Level: New Live work residential unit #1: 1 space</i> <i>New Live work residential unit #2: 1 space</i> <i>Upper Level: New residential unit #3: 1 space</i> <i>New residential unit #4: 1 space</i></p> <p><i>This project requires 12 on-site parking spaces.</i></p> <p>Proposed: <i>The applicant is proposing two (2) additional off-street parking spaces to meet the need of the expanded area.</i></p> <p><i>The applicant will have a total of twelve (12) parking spaces located on-site, including one (1) ADA accessible parking space located at the north-east portion of the property.</i> <i>Existing off-street parking: 10 spaces</i> <i>Proposed: 12 spaces (3 enclosed)</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.040	Off Street Loading Areas
			<i>Staff Comments</i>	<p>Required: <i>In the LI-1, LI-2 and LI-3 districts, off street loading areas (containing 180 square feet with no 1 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</i></p>

				<p><i>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.</i></p> <p>Proposed: <i>The increase in floor area and addition will be used for residential and lifework units, therefore off-street loading spaces are not required. However, if the commission feels that they must meet the loading requirements then staff recommends that the commission grant permission to the applicant to use the alley adjacent to the property for off-street loading use.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>17.18.140, 17.12.020, & 17.08.020</p>	<p>Zoning Matrix & Definitions</p>
			<p>Staff Comments</p>	<p>17.18.140 - A. Purpose. <i>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. (Ord. 1135, 2015)</i></p> <p>17.12.020 Dwelling, multi-family: Multi-family dwelling units are allowed in the LI-1 district with a conditional use permit. See section 17.124.090 for development standards for industrial district residential. Proposed: <i>The applicant is proposing to construct a third floor addition to the existing structure, with the intent to add four total residential units to the existing commercial uses on site.</i></p> <p>17.08.020 – Definitions 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.</p> <p>Dwelling, multi-family: A building, under single or multiple ownership, containing two (2) or more Dwelling Units used for Residential Occupancy.</p>

Attachment C.

Table 3: Design Review Standards for all projects

IMPROVEMENTS AND STANDARDS: 17.96.060				
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(A)(1) Streets	The applicant shall be responsible for all costs associated with providing a connection from an existing city street to their development.
			Staff Comments	<i>The property is currently served by a public road. The applicant will provide any additional necessary connections from the city street to the development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(A)(2) Streets	All street designs shall be approved by the City Engineer.
			Staff Comments	<i>The applicant has coordinated with the Public Works Director/ City Engineer on street design. The applicant will bring the sidewalk along East 8th Street into conformance with the existing right-of-way standards, resulting in the removal of the four (4) perpendicular parking spaces along 8th street.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(B)(1)	All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks as required by the Public Works Department.
			Staff Comments	<i>Sidewalks currently serve the site on East 8th Street and Washington. The applicant will reconstruct the sidewalks to meet current standards as necessary, and as approved by the City Engineer / Public Works Director. The applicant proposes to reconstruct the sidewalk on East 8th Street to bring the sidewalk into conformance with current City of Ketchum right-of-way standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060 (B)(2)c	Sidewalk width shall conform to the City's right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.
			Staff Comments	<i>Sidewalks will be constructed to conform to City's right-of-way standards, subject to modifications as approved by the City Engineer / Public Works Director. The applicant has coordinated with the City Engineer / Public Works Director to reconfigure the sidewalk along East 8th Street, and has proposed to bring the sidewalk into conformance with City of Ketchum right-of-way standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060 (B)(3)	Sidewalks may be waived if one of the following criteria is met: <ul style="list-style-type: none"> a. The project comprises an addition of less than 250 square feet of conditioned space. b. The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.
			Staff Comments	<i>Neither criteria a. nor b. are applicable due to the size and scale of the proposed development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060 (B)(4)	The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
			Staff Comments	<i>All sidewalks meet this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060 (B)(5)	New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.
			Staff Comments	<i>The proposed sidewalk along East 8th Street provides pedestrian connections to existing and future sidewalks adjacent to the site. There is currently no sidewalk across from the site along East 8th Street, as this site is eventually brought into conformance with the City of Ketchum right-of-way standards the sidewalks will be well connected. The proposed sidewalk design appears to provide safe pedestrian access to and around the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060 (B)(6)	The City may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these

				improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City issues a certificate of occupancy.
			<i>Staff Comments</i>	<i>Staff does not recommend a contribution in-lieu for this project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(1)	All storm water shall be retained on site.
			<i>Staff Comments</i>	<i>The applicant proposes that all roof drains are plumbed internally to existing drain well/dry well system.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(2)	Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
			<i>Staff Comments</i>	<i>All existing drainage improvements meet this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(3)	The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.
			<i>Staff Comments</i>	<i>Additional drainage improvements are not recommended at this time. The proposed third floor addition does not significantly increase the impervious surface on-site. The site is currently served by an existing drain well/dry well system.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(4)	Drainage facilities shall be constructed per City standards.
			<i>Staff Comments</i>	<i>Existing drainage facilities meet this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(D)(1)	All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.
			<i>Staff Comments</i>	<i>The applicant is aware of this requirement and the plans show electric and gas utility locations.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(D)(2)	Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.
			<i>Staff Comments</i>	<i>The site is currently served by utilities that have been located underground and/or concealed from public view.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(D)(3)	When extension of utilities is necessary all developers will be required to pay for and install two (2") inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with city of Ketchum standards and at the discretion of the City Engineer.
			<i>Staff Comments</i>	<i>No utility extensions are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(E)(1)	The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.
			<i>Staff Comments</i>	<i>As indicated in the renderings, materials appear to be in keeping with the architecture and overall design of the surrounding properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(E)(2)	Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.
			<i>Staff Comments</i>	<i>There are no identified landmarks on the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(E)(3)	Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.
			<i>Staff Comments</i>	<i>The structure was built after 1940.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(1)	Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.
			<i>Staff Comments</i>	<i>The proposed East 8th Street staircase provides a direct path to the existing sidewalk at the southwest entrance of the building, providing access to the residential units on the main and upper floor, as well as the main level office space. The proposed Washington Street sidewalk contains clearly defined ramps from the north and south segments of sidewalk to the parking lot.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(2)	The building character shall be clearly defined by use of architectural features.

			<p>Staff Comments</p> <p><i>The southwestern façade, which fronts 8th Street, is linear in form, with the façade having a length that is approximately three times the height. The horizontal mass is broken up by metal siding, painted a dark, saturated grey-black Midnight Bronze color, which runs the length of the building.</i></p> <p><i>The main entrance of the building is located on the southwestern end of the south façade. The same Midnight Bronze painted metal siding, that defines the linearity of the façade, is repeated at southwest corner of the façade; at this corner the corrugated siding extends the full height of the façade, with the horizontal use of the siding complementing the vertical use of the siding. Glass windows and doors are located along the south façade and the majority of the glazing is accentuated by trim painted “Black Bean”, which complements the Midnight Bronze color as the corrugated metal siding. The stucco finish is painted a medium-grey hue, “Castle Walls”, which complements the Midnight Bronze accents. (Reference sheet A.5, “Building Elevation – Looking Northwest” and the Materials Board)</i></p> <p><i>The massing of the southwest facing façade, which fronts the alley, is horizontal in form. The horizontal mass is broken up by the definition of the three levels of the building - a lower level, a main level, and an upper level with two roof lines - and undulation in the façade on each level. The garage doors on the lower level are recessed, the main and upper level contain recessed outdoor spaces, and the upper roofline of the upper level is stepped back 50% of the lower façade height. The façade is further defined by the use of medium-grey Castle Wall painted smooth finish stucco, grey-black Midnight Bronze painted corrugated metal siding, and silver-grey painted flat metal panels. The materials visually break the façade into four horizontal columns. (Reference sheet A.5, “Building Elevation – Looking Northeast” and the Materials Board)</i></p> <p><i>The north façade, which faces the on-site parking area, is linear in form, approximately seventy-four feet (74') in length, and utilizes a similar combination of architectural features and materials to break up the mass of the building. The majority of the lower and main levels will be finished with the painted smooth stucco finish. The lower level provides the least definition because the wall encloses the covered parking and storage area within the building. Two deck spaces for the live work units located on the main level of the building will serve to break of the vertical massing of the facade. Additionally, the lower and main levels are visually separated from the third floor addition by corrugated metal siding painted Midnight Bronze in color. The third floor of the building will have multiple windows and doors connecting the units to proposed new residential terrace, which will be lined with painted perforated guardrails and planters. Flat metal panels painted silver-grey clad the entire height of a horizontal feature at the northwest corner of the facade, which serve to tie the three levels of the structure together. (Reference sheet A 5.1, “Building Elevation – Looking Southwest”)</i></p> <p><i>The northwestern facing façade, which fronts Washington Avenue, is horizontal in form. As with the southwest façade, this façade is broken up by the definition of the three levels of the building, the upper level roof lines, and undulation provided by recessed outdoor spaces and the upper levels being stepped back from the main façade. The same combination of painted corrugated metal and smooth painted stucco present on the other facades is carried throughout. The upper level has a residential terrace which will be lined by painted perforated guardrails and planters. Doors will be located at the upper, main and lower levels, and windows placed at various points along the façade. (See sheet A.5.1, “Building Elevation – Looking Southeast”)</i></p>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(3)	There shall be continuity of materials, colors and signing within the project.
			<i>Staff Comments</i>	<i>There appears to be a continuity of materials submitted by the applicant. The applicant has utilized darker industrial metal siding, flashings, parapet caps, railings, and perforated guardrails throughout the façade of the buildings. A series of lighter greys have been added to provide contrast to the building and break up the bulk of the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(4)	Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.
			<i>Staff Comments</i>	<i>The proposed landscape features, which run along both East 8th Street and Washington Ave, provide a compliment to the principal building. The proposed landscape features consist of existing evergreen and deciduous trees, existing shrubs and bushes, and the addition of drought tolerant native plantings. The applicant states that all new irrigation to be drip irrigation with moisture sensors.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(5)	Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.
			<i>Staff Comments</i>	<i>The proposed elevation views provided by the applicant show that all building walls provide undulation and relief, serving to reduce the appearance of bulk and flatness. The variation in material and material color palette provides depth to all facades of the building. Changes in roof height also serve to break up the bulk of the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(6)	Building(s) shall orient towards their primary street frontage.
			<i>Staff Comments</i>	<i>The front entrance of the building orients towards East 8th Street.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(7)	Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.
			<i>Staff Comments</i>	<i>Plans indicate that garbage storage areas are indicated to be screened and enclosed at the southwest portion of the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(8)	Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.
			<i>Staff Comments</i>	<i>The design of the building is such that pedestrian gathering areas are covered by a slight roof overhang, or are located on the pedestrian walkway itself. The draining system of the building is plumbed internally.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(G)(1)	Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.
			<i>Staff Comments</i>	<i>There are multiple pedestrian access points which are located in such a way as to connect with existing sidewalks that run parallel to the subject property. Additionally, painted metal stairs connect the lower level of the building to the sidewalk located on East 8th Street.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060(G)(2)	Awnings extending over public sidewalks shall extend five (5') feet or more across the public sidewalk but shall not extend within two (2') feet of parking or travel lanes within the right of way.
			<i>Staff Comments</i>	<i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(G)(3)	Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.
			<i>Staff Comments</i>	<i>Parking lot layout meets city standards for isle width and spaces, and will provide for adequate circulation within the site, and ingress/egress. The city Arborist has recommended that the applicant limit the number of autumn blaze maple trees to one, at the northwest corner of the lot, in order to minimize line-of-sight obstruction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(G)(4)	Curb cuts and driveway entrances shall be no closer than twenty (20') feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right of way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.

			<i>Staff Comments</i>	<i>The location of the curb cut meets this standard.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(G)(5)	Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.
			<i>Staff Comments</i>	<i>The site can be accessed from Washing Avenue and a rear alleyway, providing unobstructed access for emergency vehicles, snowplows, and garbage trucks.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060(H)(1)	Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas.
			<i>Staff Comments</i>	<i>N/A. The applicant states that all snow located in existing parking areas and walkways is plowed into a pile west of the Webb office and shop, and as snow accumulates it is transported off-site. See Attachment G: Eighth and Washington Building – Additional Information Requested Response: Letter from Doug Webb regarding snow removal dated December 2, 2016.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060(H)(2)	Snow storage areas shall be provided on-site.
			<i>Staff Comments</i>	<i>N/A. The applicant states that all snow located in existing parking areas and walkways is plowed into a pile west of the Webb office and shop, and as snow accumulates it is transported off-site. See Attachment G: Eighth and Washington Building – Additional Information Requested Response: Letter from Doug Webb regarding snow removal dated December 2, 2016.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060(H)(3)	A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty five (25) square feet.
			<i>Staff Comments</i>	<i>N/A. The applicant states that all snow located in existing parking areas and walkways is plowed into a pile west of the Webb office and shop, and as snow accumulates it is transported off-site. See Attachment G: Eighth and Washington Building – Additional Information Requested Response: Letter from Doug Webb regarding snow removal dated December 2, 2016.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(H)(4)	In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed.
			<i>Staff Comments</i>	<i>The applicant states that all snow will be hauled off-site by Webb as snow accumulates. See Attachment G: Eighth and Washington Building – Additional Information Requested Response: Letter from Doug Webb regarding snow removal dated December 2, 2016.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(1)	Landscaping is required for all projects.
			<i>Staff Comments</i>	<i>Landscaping is provided and denoted in the landscaping plans.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(2)	Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape.
			<i>Staff Comments</i>	<i>The applicant has meet this requirement. See comment from the City Arborist.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(3)	All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.
			<i>Staff Comments</i>	<i>See above.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(4)	Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.
			<i>Staff Comments</i>	<i>Substantial landscaping is proposed on both the East 8th Street frontage and N Washington Avenue. The landscaping along East 8th Street also provides a buffer between the street and the enclosed garbage area located at the lower elevation on site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(J)(1)	Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.

			<i>Staff Comments</i>	<i>No additional amenities are proposed.</i>
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Attachment D.

Table 4: Standards for Residential, Light Industrial Districts

IMPROVEMENTS AND STANDARDS: 17.124.090 – RESIDENTIAL, LIGHT INDUSTRIAL DISTRICTS:				
Residential units in the light industrial districts shall comply with the following minimum criteria:				
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (1)	1. Dwelling units shall not occupy the ground floor.
			<i>Staff Comments</i>	<i>There are no dwelling units proposed on the lower level. Two live-work residences are proposed on the main floor of the building, located on the north side of the building. The proposed live work residential unit #1 is 672sf and unit #2 is 828sf, with 268f of new residential circulation/other. Additionally, two residential units are proposed on the upper level of the building. The proposed residential unit #3 is 1,000sf and unit #4 is 629sf, with 275sf of new residential circulation/other.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (2)	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.
			<i>Staff Comments</i>	<i>Design review under chapter 17.96 is required for this project as this is an addition to an existing building, to be used as mixed-use.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (3)	3. Up to fifty percent (50%) of any light industrial building may be devoted to dwelling units, unless otherwise specified in the section.
			<i>Staff Comments</i>	<i>The proposed gross square footage of the building is 7,932sf.</i> <i>The applicant proposes devoting 49.5% of the building to residential use. The total residential square footage devoted to residential space is 3,927sf, of which 1,768sf is devoted to the two live-work units (including circulation) and 2,067sf is devoted to the third floor residential units (including circulation).</i> <i>A total 4,005sf of the building is devoted to commercial storage, office space and meeting space, of which 2,848sf is located on the lower level and 1,157sf is located on the main level.</i> <i>Note: Parking areas covered by a roof or portion of the building and enclosed on three (2) or more sides by building walls are included into the gross floor area calculation. See Ketchum code 17.08.020 Definitions: Floor Area, Gross for full definition.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (4)	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.
			<i>Staff Comments</i>	<i>One of the proposed third floor residential units will be owner occupied, while the remaining three units shall be used for long term occupancy. The units will not be separated for sale as individual units.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (5)	5. Dwelling units shall be a minimum of four hundred (400) square feet and shall not exceed one thousand (1,000) square feet total and shall contain not more than two (2) bedrooms, unless otherwise specified in this section.
			<i>Staff Comments</i>	<i>The proposed dwelling units are above the minimum of four hundred (400) square feet and do not exceed one thousand (1,000) square feet total. None of the proposed dwelling units contain more than two (2) bedroom units. See staff comments in section 17.124.090 A (1) for a breakdown of residential unit square feet.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (6)	6. The applicant is aware the mixed use of the property can result in conflict, that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units, that due to the subordinate and junior nature of the residential use to the light industrial use, the city will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.
			<i>Staff Comments</i>	<i>The applicant is aware of this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (7)	7. All persons who rent or sublet any residential living unit within the light industrial zones shall provide the tenant, lessee or subtenant with written notice that such unit is located within the light industrial zone and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities.
			<i>Staff Comments</i>	<i>All persons who rent or sublet any residential living unit will notify the tenant, lessee or subtenant with written notice that the unit is located within the light industrial zone, and is therefore subordinate in nature to all legal light industrial activities.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (8)	8. Each and every real estate agent, sales person and broker and each and every private party who offers for rent or shows a parcel of real property and/or

				structure for lease or rent within such light industrial zones shall, upon first inquiry, provide the prospective lessee or tenant, prior to viewing such real property, with written notice that such real property and/or structure is located within such light industrial zone
			<i>Staff Comments</i>	<i>All future real estate agent, sales person, broker, and/or each private party who offers for rent or show any of the dwelling units located in the proposed building, will provide written notice that the building is located within such light industrial zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.090 A (9)	9. All brochures and other printed materials advertising rental or lease of a living unit within the light industrial zones shall contain a provision designating that such unit or units are located within the light industrial zone and are within a mixed use area. Lessees and tenants shall be notified that the residential uses within the light industrial zone are subordinate and, therefore, junior in nature to the legal light industrial activities within the zone.
			<i>Staff Comments</i>	<i>The applicant will meet this requirement.</i>



City of Ketchum
Planning & Building

**CERTIFIED
COMPLETE**

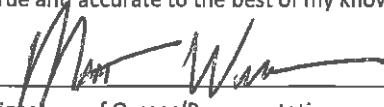
10/21/16 KO

Design Review Application

53	
OFFICIAL USE ONLY	
File Number:	16-084
Date Received:	10/14/16
By:	K. Owens
Pre Application Fee Paid:	
Design Review Fee Paid:	\$2360
Approved Date:	
Denied Date:	
By:	
ADRE: Yes	<input type="checkbox"/>

APPLICANT INFORMATION			
Project Name: Eighth And Washington Building		Phone: 208.720.8000	
Owner: Doug Webb		Mailing Address: P.O. Box 444 Sun Valley, Idaho 83353	
Email: dougwebb@webbland.com			
Architect/Representative: Michael Bulls, AIA (Ruscitto Latham Blanton P.A.)		Phone: 208.726.5608	
Email: mbulls@rlb-sv.com		Mailing Address: P.O. Box 419 Sun Valley, Idaho 83353	
Architect License Number: AR-984243			
Engineer of Record: Matthew Walker, P.E.		Phone: 208.726.5608	
Email: matt@rlb-sv.com		Mailing Address: P.O. Box 419 Sun Valley, Idaho 83353	
Engineer License Number: 12593			
All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.			
PROJECT INFORMATION			
Legal Land Description: Eighth & Washington Bldg Condo; Lot 2A, Block 32, Ketchum Townsite			
Street Address: 191 E. 8th Street			
Lot Area (Square Feet): 10,997 sf			
Zoning District: L1 - Light Industrial			
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain			
Type of Construction: <input type="checkbox"/> New <input checked="" type="checkbox"/> Addition <input checked="" type="checkbox"/> Remodel <input type="checkbox"/> Other			
Anticipated Use: Mixed Use		Number of Residential Units: 4	
TOTAL FLOOR AREA			
	Proposed	Existing	
Basements			Sq. Ft.
1 st Floor	91	2,865	Sq. Ft.
2 nd Floor	217	2,706	Sq. Ft.
3 rd Floor	2,067		Sq. Ft.
Mezzanine			Sq. Ft.
Total	2,375	5,571	Sq. Ft.
FLOOR AREA RATIO			
Community Core:		Tourist:	General Residential-High:
BUILDING COVERAGE/OPEN SPACE			
Percent of Building Coverage: 72%			
DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: 16'-9"	Side: 13'-4"	Side: N/A	Rear: 0'-0"
Building Height: 40'-0"			
OFF STREET PARKING			
Parking Spaces Provided: 14			
Curb Cut: Exist.	Sq. Ft.	35 max	%
WATER SYSTEM			
<input checked="" type="checkbox"/> Municipal Service		<input type="checkbox"/> Ketchum Spring Water	

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



Signature of Owner/Representative



Date

OWNERSHIP OF DOCUMENTS: This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of RUSCITTO LATHAM BLANTON ARCHITECTURA P.A., and is not to be used in whole or in part, for any other project without written authorization of RUSCITTO LATHAM BLANTON ARCHITECTURA P.A.

EIGHTH & WASHINGTON BUILDING

191 E. 8TH STREET

KETCHUM, IDAHO

RESIDENTIAL AREA CALCULATION

COMMERCIAL SQ. FTG.			
LOWER LEVEL:	NEW MEETING ROOM:	329 SF	
	NEW OFFICE #1:	428 SF	
	NEW OFFICE #2:	180 SF	
	EXISTING STORAGE #1:	898 SF	
	EXISTING STORAGE #2:	729 SF	
	EXISTING COVERED EXTERIOR:	284 SF	
MAIN LEVEL:	NEW OFFICE #3:	686 SF	
	NEW OFFICE #4:	521 SF	
	NEW COMMERCIAL CIRCULATION:	51 SF	
TOTAL COMMERCIAL:		4,106 SF	
RESIDENTIAL SQ. FTG.			
LOWER LEVEL:	NEW RESIDENTIAL CIRCULATION:	92 SF	
MAIN LEVEL:	NEW LIVE-WORK RESIDENTIAL UNIT #1:	672 SF	
	NEW LIVE-WORK RESIDENTIAL UNIT #2:	726 SF	
	NEW RESIDENTIAL CIRCULATION / OTHER:	268 SF	
UPPER LEVEL:	NEW RESIDENTIAL UNIT #3:	1,000 SF	
	NEW RESIDENTIAL UNIT #4:	692 SF	
	NEW RESIDENTIAL CIRCULATION / OTHER:	375 SF	
TOTAL RESIDENTIAL:		3,825 SF	
AREA OF BUILDING:	7,931 SF		
TOTAL ALLOWABLE RESIDENTIAL AREA:	3,965.5 SF MAX. (50% OF TOTAL BUILDING AREA) (CITY OF KETCHUM CODE, SECTION 17.124.090)		
TOTAL PROPOSED RESIDENTIAL AREA:	3,825 SF		

PARKING CALCULATION

OFFICE PARKING			
LOWER LEVEL:	NEW MEETING ROOM:	331 SF	
	NEW OFFICE #1:	398 SF	
	NEW OFFICE #2:	178 SF	
MAIN LEVEL:	NEW OFFICE #3:	686 SF	
	NEW OFFICE #4:	521 SF	
TOTAL OFFICE @ 1 SPACE PER 250 GFS:		2,114 SF / 250 = 9 SPACES	
RESIDENTIAL PARKING			
MAIN LEVEL:	NEW LIVE-WORK RESIDENTIAL UNIT #1:	1 SPACE	
	NEW LIVE-WORK RESIDENTIAL UNIT #2:	1 SPACE	
UPPER LEVEL:	NEW RESIDENTIAL UNIT #3:	1 SPACE	
	NEW RESIDENTIAL UNIT #4:	1 SPACE	
TOTAL RESIDENTIAL @ 1 SPACE PER BEDROOM:		4 SPACES	
TOTAL REQUIRED PARKING SPACES:		13 SPACES	
TOTAL EXISTING OFF STREET PARKING SPACES PROVIDED:		14 SPACES	

CURB CUT CALCULATION

LINEAR LOT WIDTH		LINEAR CURB CUT WIDTH	
EIGHTH STREET:	100'-0"	EIGHTH STREET:	36'-8"
WASHINGTON AVE.:	110'-0"	WASHINGTON AVE.:	35'-4"
TOTAL	210'-0"	TOTAL	72'-0"

TOTAL ALLOWABLE CURB CUT : 35%
TOTAL EXISTING CURB CUT : 72 / 210 = 34.3%

SNOW STORAGE CALCULATION

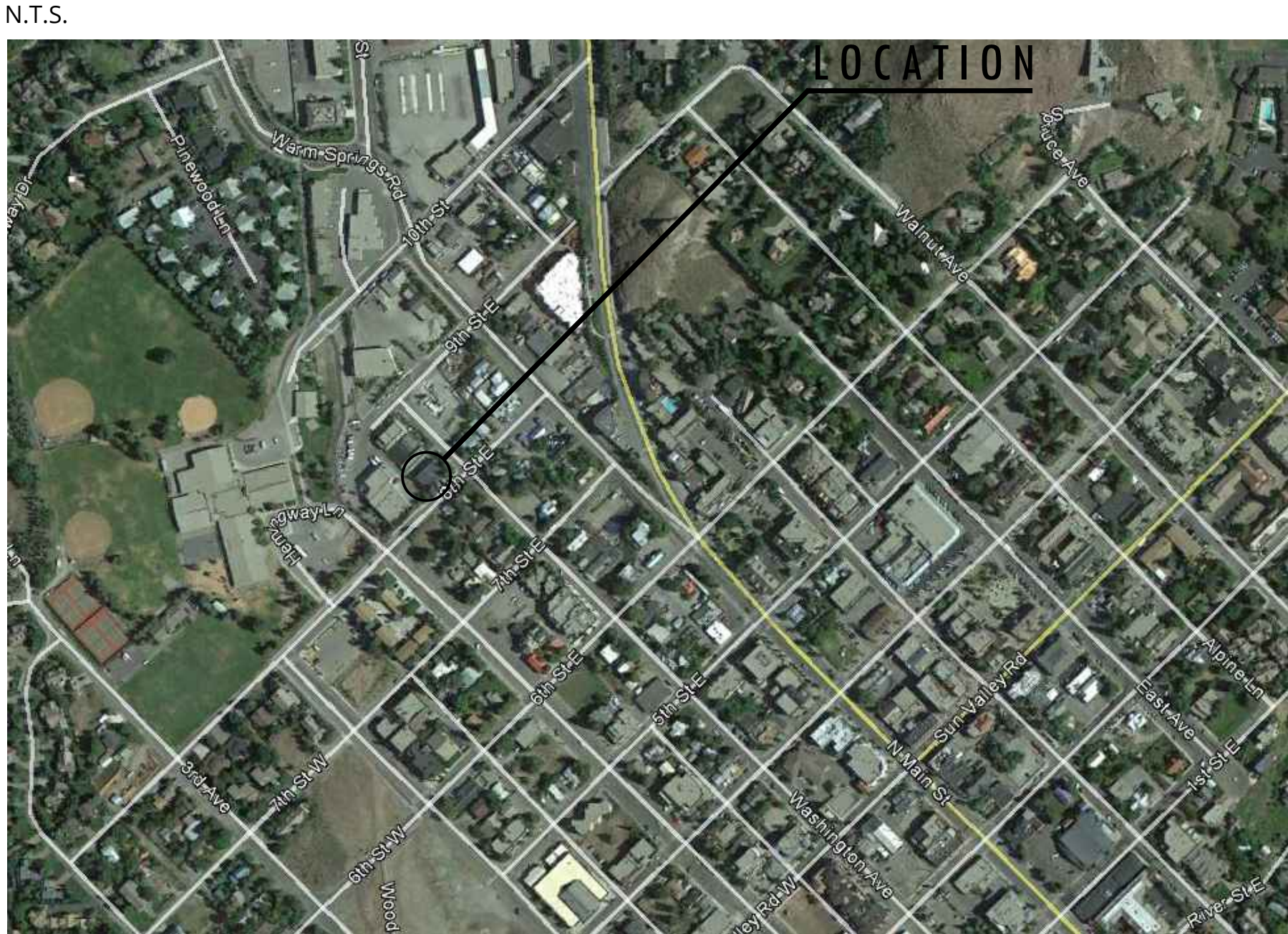
SNOW STORAGE:	150 SF PER. 55' OF LINEAR LOT WIDTH (CITY OF KETCHUM CODE, SECTION 17.125.030 - M.)
LINEAR LOT WIDTH:	110'-0"
REQUIRED SNOW STORAGE:	150 SF X 2 = 300 SF MIN.
PROVIDED SNOW STORAGE:	166 SF (SEE A1.1 FOR LOCATION OF SNOW STORAGE @ EXISTING PARKING SPACE 12)

* ADDITIONAL SNOW TO BE HAULED FROM SITE AS IS CURRENTLY AND PER KETCHUM CITY CODE 17.96.010.A - H. 4.

PROJECT INFORMATION

OWNER	JULI & DOUGLAS WEBB PO BOX 444 SUN VALLEY, ID 83353
LEGAL DESCRIPTION:	EIGHTH & WASHINGTON BUILDING CONDO SECTION 13, T.4N., R.17E., B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PARCEL NUMBER:	RPK07620000000: EIGHTH & WASHINGTON BUILDING CONDO RPK076200000A0: 191 E. 8TH STREET A RPK076200000B0: 191 E. 8TH STREET B RPK076200000C0: 191 E. 8TH STREET C RPK076200000D0: 831 N. WASHINGTON AVE. D
ZONING DISTRICT:	L-1 LIGHT INDUSTRIAL DISTRICT
APPLICABLE CODES:	2012 INTERNATIONAL BUILDING CODE (IBC) 2012 INTERNATIONAL EXISTING BUILDING CODE (IEBC) 2012 INTERNATIONAL FIRE CODE (IFC) 2012 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) CITY OF KETCHUM CODE CITY OF KETCHUM CODE, SECTION 15.04.020 AMENDMENTS CITY OF KETCHUM CODE, SECTION 15.20 GREEN BUILDING CODE
PROJECT USE:	MIXED USE: RESIDENTIAL: DWELLING / MULTI-FAMILY COMMERCIAL: OFFICE / BUISSNESS
OCCUPANCY:	B BUSINESS R-2 RESIDENTIAL
OCCUPANCY SEPARATION:	B / R-2 1 HR. PER 2012 IBC TABLE 508.4 R-2 / R-2 ½ HR. PER 2012 IBC SECTIONS 708.3 & 711.3 R-2 / CORRIDOR ½ HR. PER 2012 IBC TABLE 1018.1
CONSTRUCTION TYPE:	VB
FIRE SPRINKLERS:	TO BE EQUIPPED THROUGHOUT WITH APPROVED NFPA13 AUTOMATIC FIRE SPRINKLER SYSTEM
LOT AREA:	10,997± SF (.25 ACRES±)
BUILDING COVERAGE:	2,925 SF (EIGHTH & WASHINGTON BLG. COVERAGE) 1,652 SF (STORAGE UNIT COVERAGE) 4,577 SF (TOTAL COVERAGE) / 10,997 SF (LOT AREA) X 100% = 41.62% (75% MAX PER CITY OF KETCHUM CODE, SECTION 17.12.030)
BUILDING HEIGHT:	40'-0" = 35'-0" + 5'-0" @ 50% SETBACK OF LOWER FACADE (CITY OF KETCHUM CODE, SECTION 17.08.020 "HEIGHT OF BUILDING")
PROPERTY SETBACKS:	FRONT YARD (WASHINGTON AVE.) 16'-9"± (20'-0" MINIMUM) SIDE YARD (EIGHTH ST. EXISTING) 10'-2"± (13'-4" MINIMUM) SIDE YARD (EIGHTH ST. NEW) 13'-4"± (13'-4" MINIMUM) REAR YARD (ALLEY) 0'-0"± (0'-0" MINIMUM)

VICINITY MAP



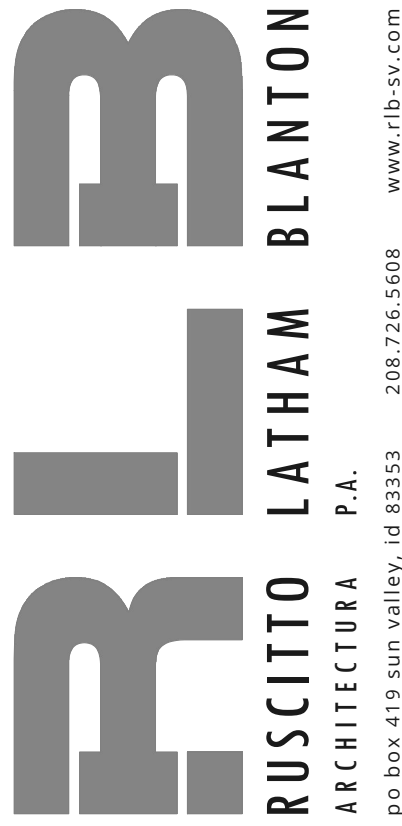
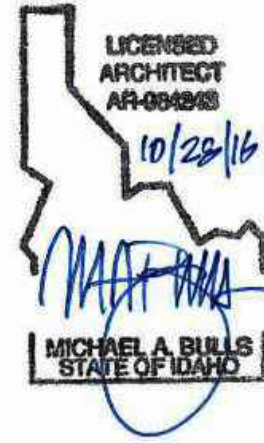
PROJECT TEAM

ARCHITECT RUSCITTO LATHAM BLANTON ARCHITECTURA P.A. MICHAEL BULLS, AIA P.O. Box 419 Sun Valley, Idaho 83353 P: 208.726.5608 F: 208.726.1033	STRUCTURAL DESIGN RUSCITTO LATHAM BLANTON ARCHITECTURA P.A. MATT WALKER, P.E. P.O. Box 419 Sun Valley, Idaho 83353 P: 208.726.5608 F: 208.726.1033
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INDEX OF DRAWINGS

A0.1	PROJECT INFORMATION
A1.0	BUILDING SURVEY
A1.1	SITE / LANDSCAPE PLAN
A1.2	CONSTRUCTION MANAGEMENT PLAN
A2.0	FLOOR PLANS - EXISTING / DEMOLITION
A3.0	LOWER LEVEL FLOOR PLAN - NEW WORK
A3.1	MAIN LEVEL FLOOR PLAN - NEW WORK
A3.2	UPPER LEVEL PLAN - NEW WORK
A3.3	ROOF PLAN - NEW WORK
A4.0	BUILDING SECTIONS
A5.0-EX	BUILDING ELEVATIONS - EXISTING
A5.1-EX	BUILDING ELEVATIONS - EXISTING
A5.0	BUILDING ELEVATIONS - NEW WORK
A5.1	BUILDING ELEVATIONS - NEW WORK

ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS

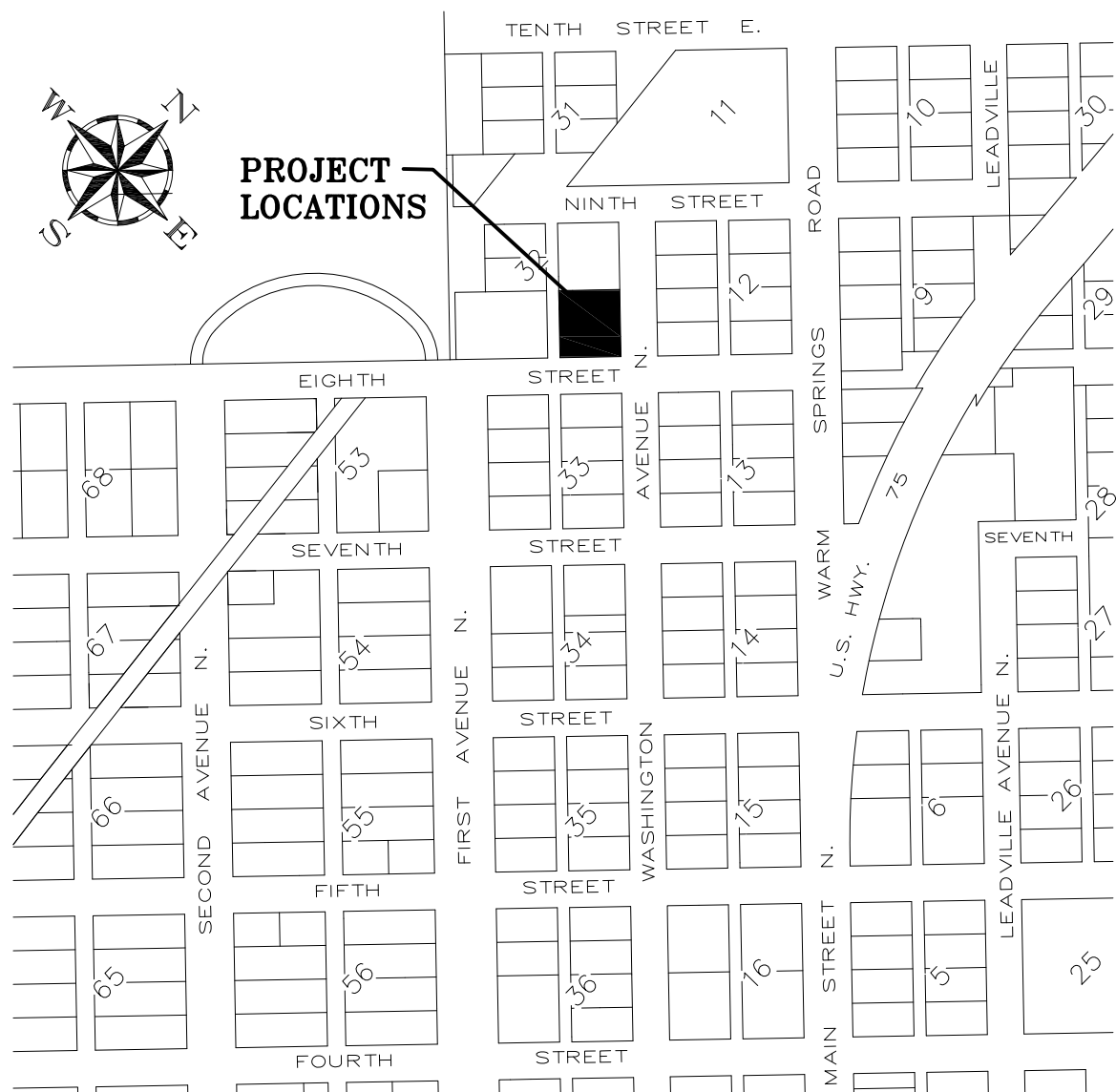


EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET_KETCHUM, IDAHO

DRAWING
PROJECT INFORMATION

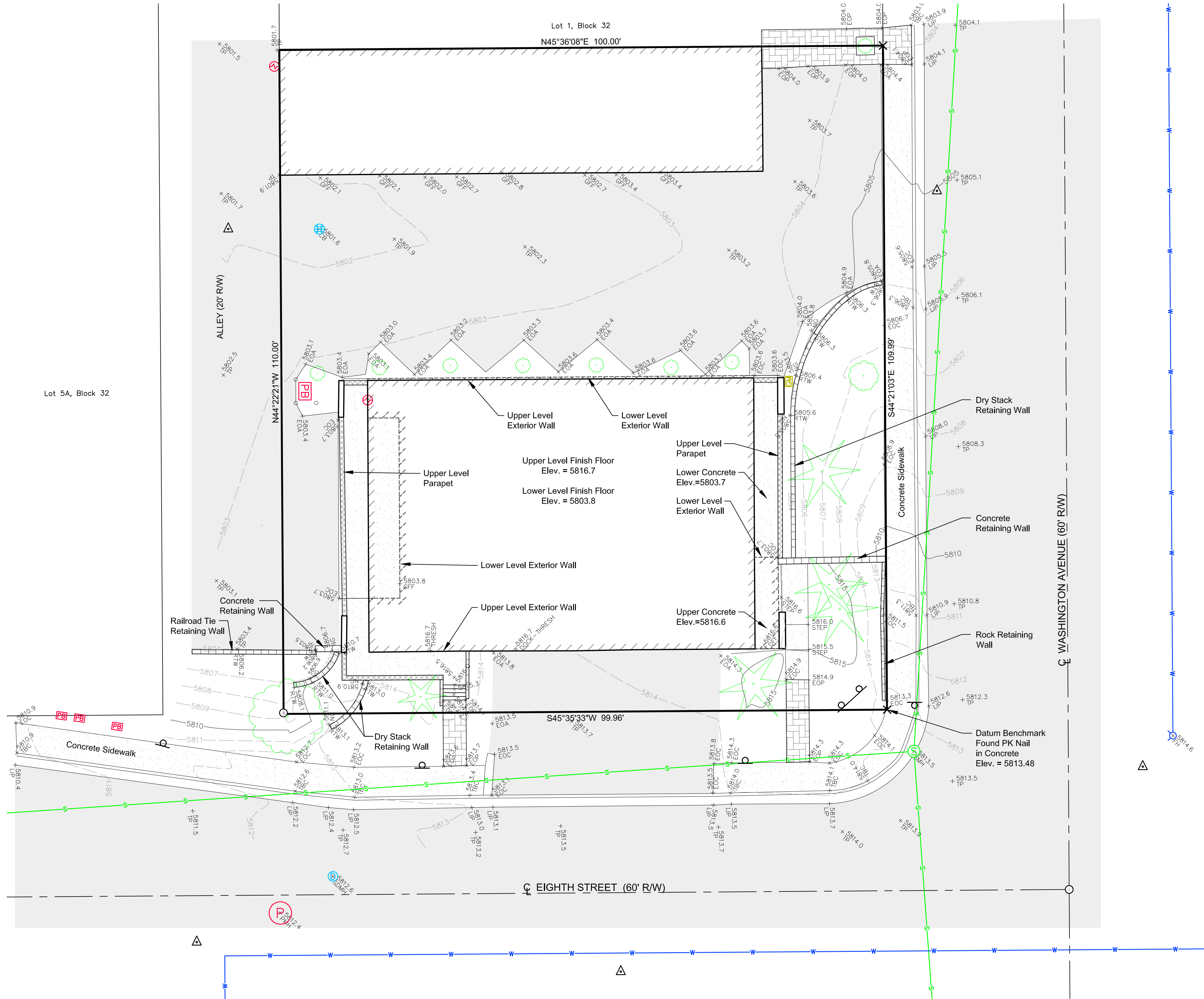
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VICINITY MAP
N.T.S.

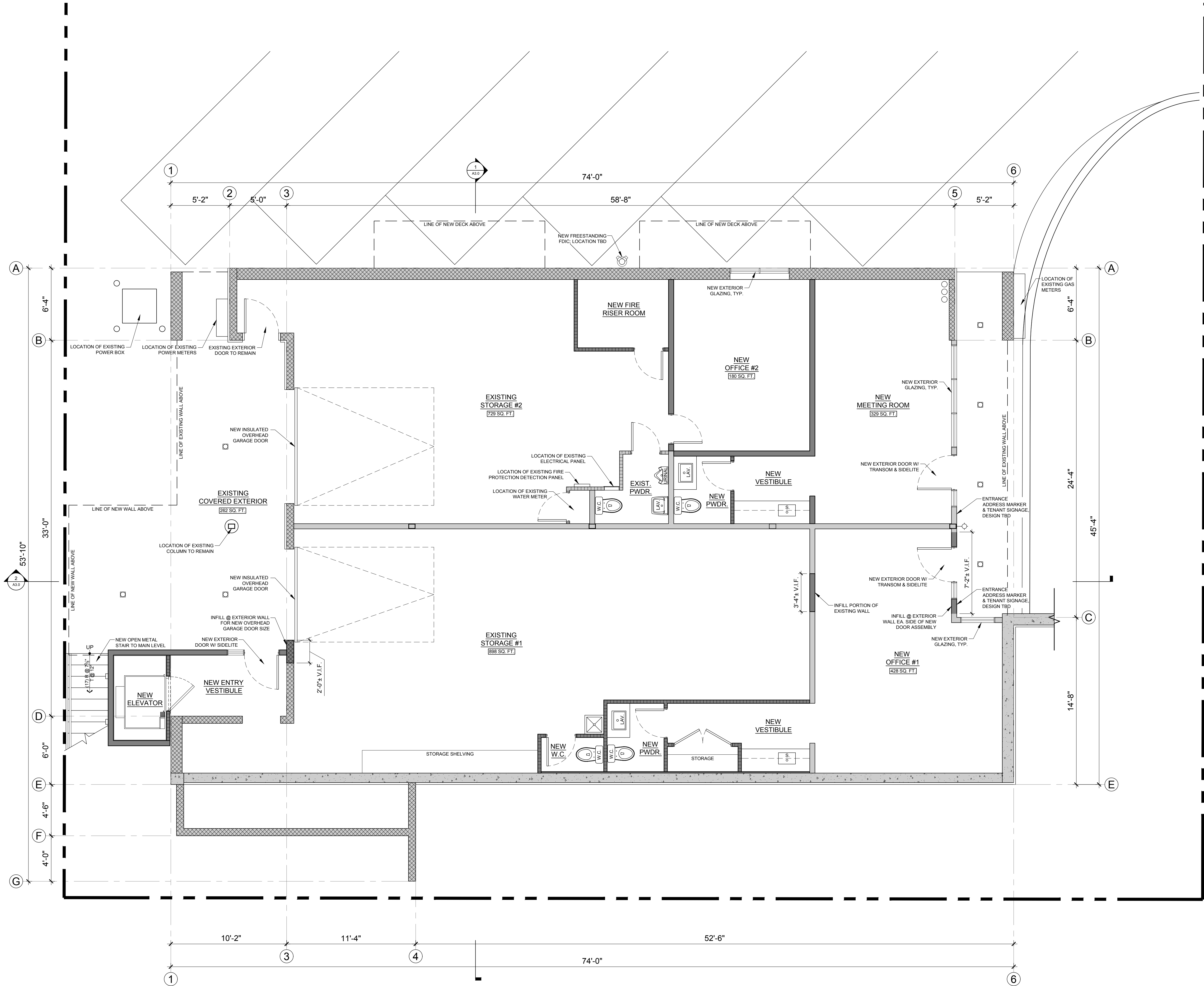
LEGEND			
	Property Line		Gas Meter
	Adjoiner's Lot Line		SDMH = Storm Drain Manhole
	Centerline of Right-of-way		CB = Catch basin
	Found 5/8" Rebar		Sewer Main
	Found PK Nail		Sewer Manhole
	Survey Control		Water Main
	5' Contour Interval		FH = Fire Hydrant
	1' Contour Interval		
	Conifer Tree		COR = Corner
	Deciduous Tree		DDF = Deck Finish Floor
	Asphalt		EOA = Edge of Asphalt
	Concrete		EOC = Edge of Concrete
			EOP = Edge of Pavers
			GFF = Garage Finish Floor
	Pavers		LIP = Lip of Gutter
	Retaining Wall		NG = Natural Grade
	Parapet		RTW = Retaining Wall
	Sign		TP = Top of Pavement
	Power Box		
	Power Meter		
	PMH = Power Manhole		



- NOTES
1. Boundary information is based on found monumentation. Refer to the Plat Notes, Conditions, Covenants, and Restrictions on the plat of Eighth & Washington Building, recorded under Instrument No. 438335, Records of Blaine County ID.
 2. Sub-surface utility locations are approximate and locations should be verified before any excavation.
 3. Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.

NO	DATE	BY	REVISIONS

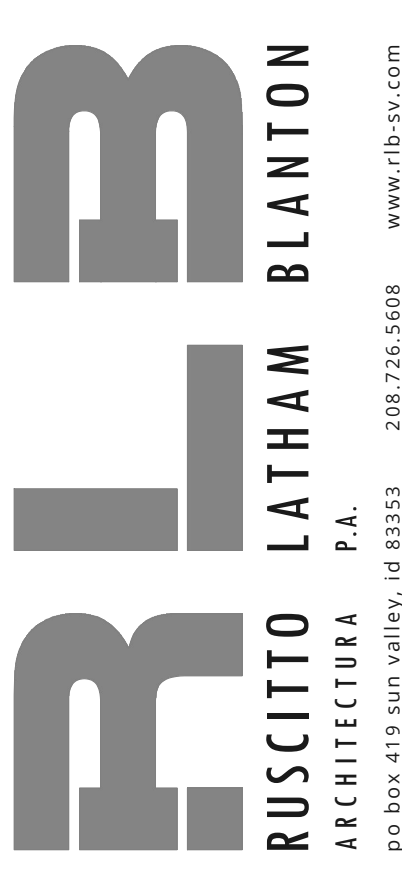
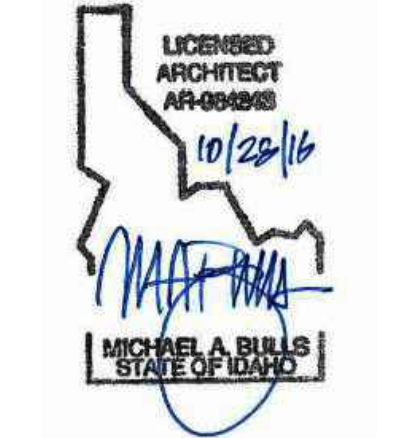
Galena Engineering Inc.	Civil Engineers & Land Surveyors 317 N. River Street Halley, Idaho 83333 (208) 788-1705 (208) 788-4612 fax email galena@galena-engineering.com	REUSE OF DRAWINGS These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc..	FIELD BOOK DESIGNED BY: DATE CT 06/28/16 DRAWN BY: DATE SMP 06/28/16 CHECKED BY: DATE	PROJECT INFORMATION P:\sdsproj\7268\dwg\Topo\7268_topo.dwg 6/28/2016 3:51:19 PM MDT	EIGHTH AND WASHINGTON BUILDING WITHIN SECTION 13, T.4N., R.17E., B.M., CITY OF CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR MATT WALKER	SHT <u>1</u> OF <u>1</u>
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WALL LEGEND	
	WALL TO BE REMOVED
	EXISTING WOOD STUD WALL
	EXISTING MASONRY WALL
	EXISTING CONCRETE WALL
	NEW 2X4 WOOD STUD WALL
	NEW 2X6 WOOD STUD WALL
	NEW MASONRY WALL TO MATCH EXISTING

EXTERIOR LIGHTING LEGEND	
	SURFACE MOUNT SCONCE PARTIALLY SHIELDED 1,000 LUMENS MAX (1-80W INCAND. OR EQ.) HANNISTON STUDIO SHORT SQUARE MESH COVER SCONCE (16 FIX. TOTAL)
	RECESSED SOFFIT FULL CUT-OFF DOWNLIGHT 35 WATT MR16 CONTRAST LIGHTING 7400K (OR SIM.) (20 FIX. TOTAL)
	RECESSED STEP FULL CUT-OFF DOWNLIGHT WAC LIGHTING 4011 RECTANGLE LED STEP LIGHT (OR SIM.) (6 FIX. TOTAL)

ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS

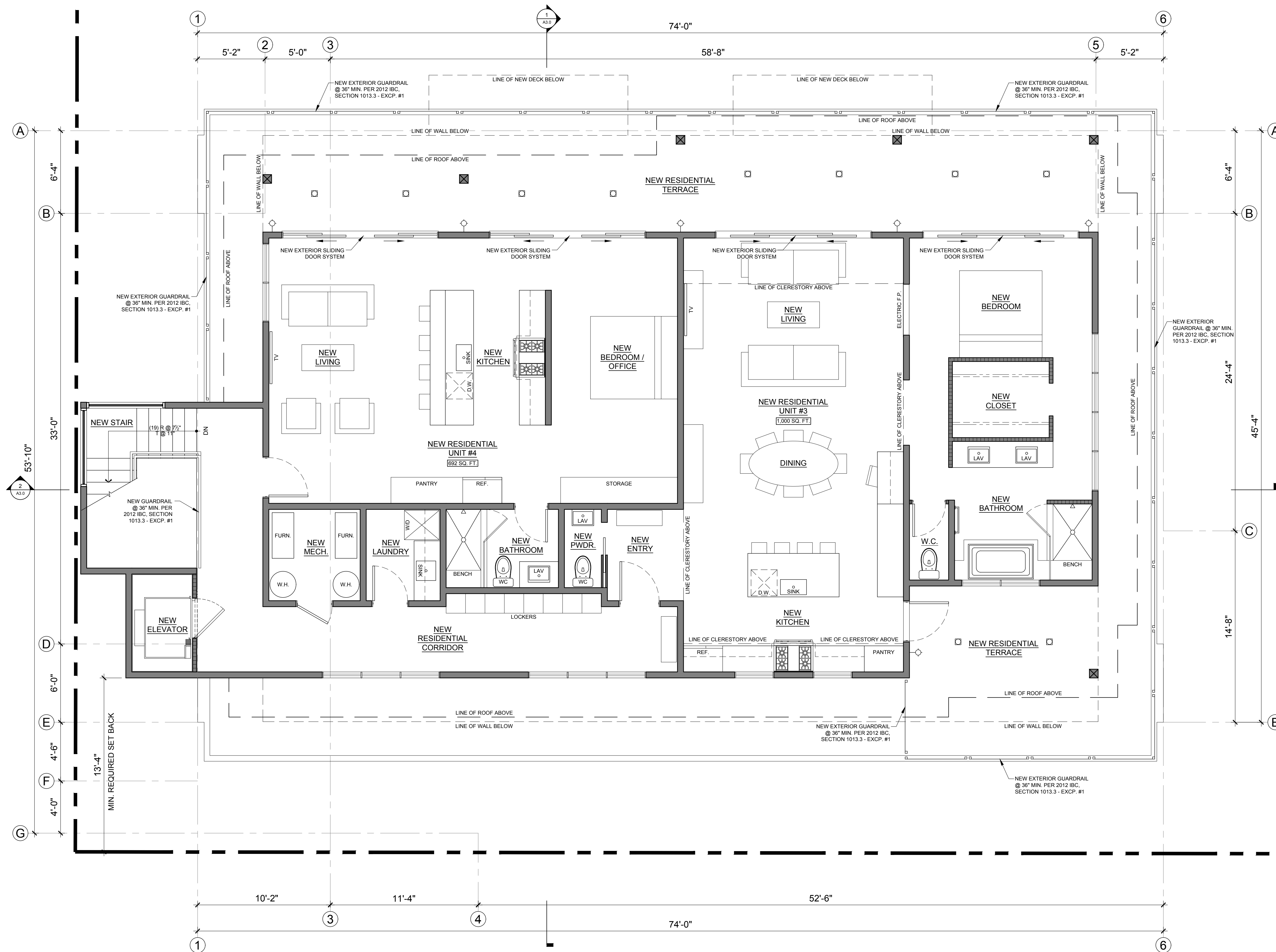


EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

DRAWING	
LOWER LEVEL FLOOR PLAN - NEW WORK	
SCALE: 1/4" = 1'-0"	
DWG. #	




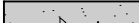



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LOWER LEVEL FLOOR PLAN - NEW WORK
SCALE: 1/4" = 1'-0"








UPPER LEVEL FLOOR PLAN - NEW WORK

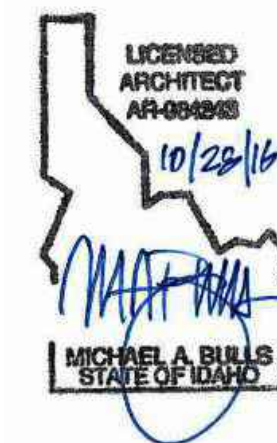
WALL LEGEND

	WALL TO BE REMOVED
	EXISTING WOOD STUD WALL
	EXISTING MASONRY WALL
	EXISTING CONCRETE WALL
	NEW 2X4 WOOD STUD WALL
	NEW 2X6 WOOD STUD WALL
	NEW MASONRY WALL TO MATCH EXISTING

EXTERIOR LIGHTING LEGEND

		SURFACE MOUNT SCONCE PARTIALLY SHIELDED 1,000 LUMENS MAX (1-ROW INCOND. OR EQ.) HAMMERTON STUDIO SHORT SQUARE MESH COVER SCONCE (N/FIX TOTAL)
		RECESSED SOFFIT FULL CUT-OFF DOWNLIGHT 35 WATT (P) CONTRAST LIGHTING 14000 (OR SIM.) (20 FIX. TOTAL)
		RECESSED STEP FULL CUT-OFF DOWNLIGHT WAS LIGHTING 4011 RECTANGLE LED STEP LIGHT (OR SIM.) (5 FIX. TOTAL)

WASHINGTON AVE.

[illegible]

RUSCITTO
ARCHITETTURA

LATHAM
P.A.

BLANTON

EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET KETCHUM, IDAHO


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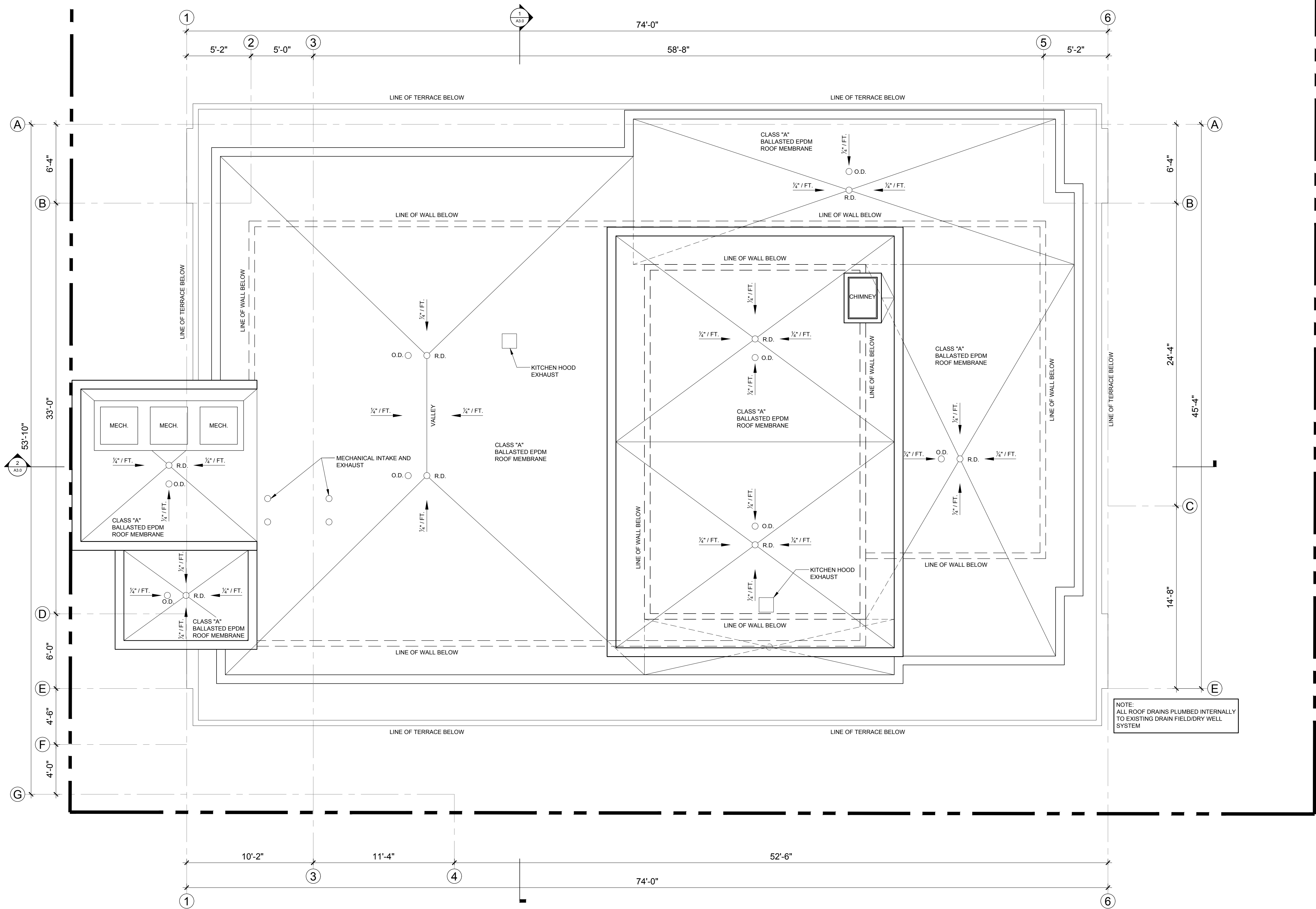
**UPPER LEVEL FLOOR
PLAN - NEW WORK**

SCALE: $\frac{1}{4}" = 1'-0"$

0 2' 4'

DWG. #





ROOF PLAN - NEW WORK
SCALE: 1/2" = 1'-0"

ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS




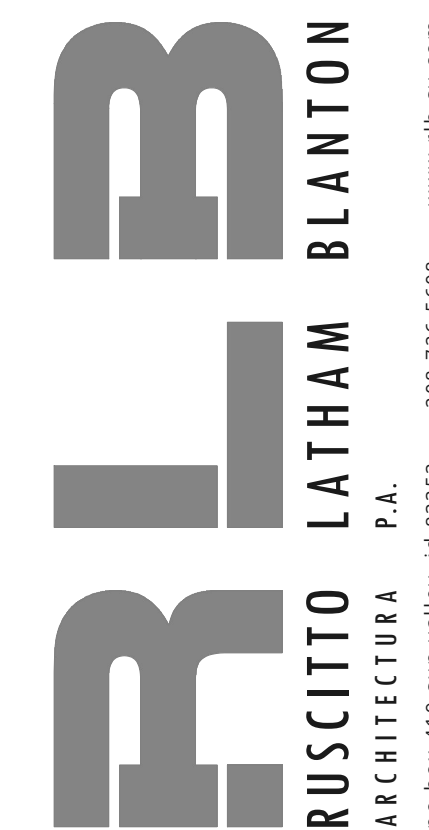
RUSCITTO LATHAM BLANTON
ARCHITECTURE P.A.
po box 419 sun valley, id 83353
208.726.5608
www.rlb-sv.com

EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

DRAWING
ROOF PLAN - NEW WORK
SCALE: 1/2" = 1'-0"
DWG. #

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 LICENSED
 ARCHITECT
 AR-084263
 10/28/16
 MICHAEL A. BILLS
 STATE OF IDAHO

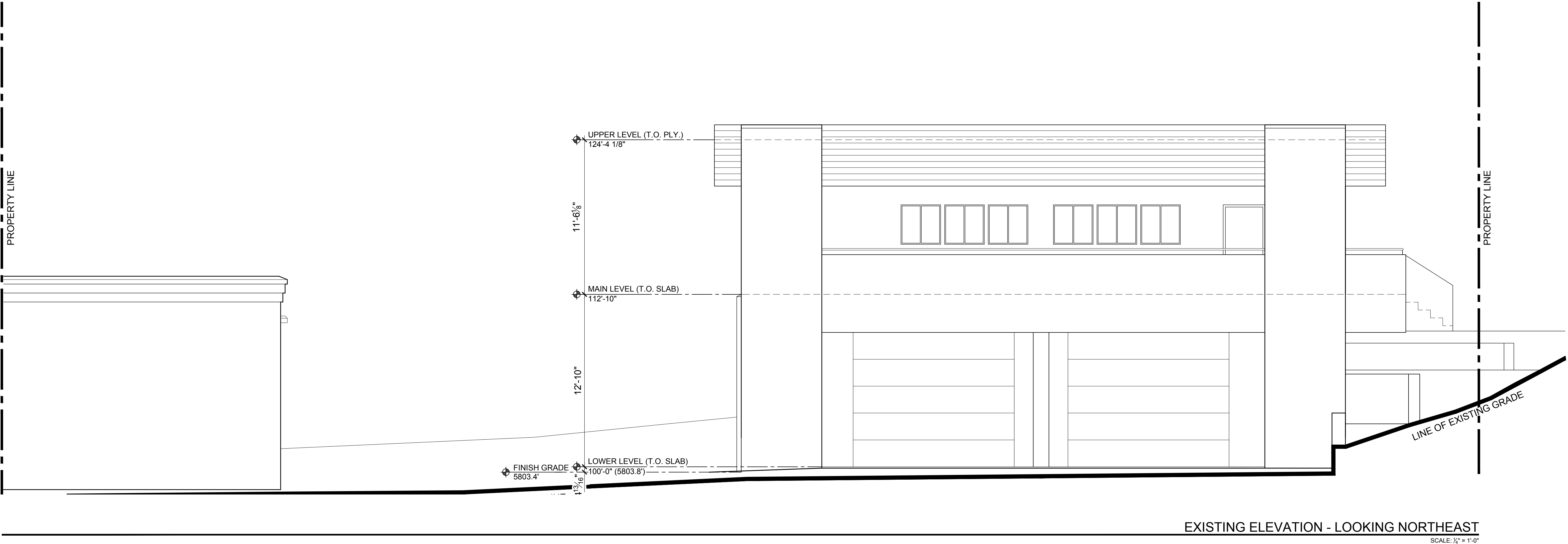
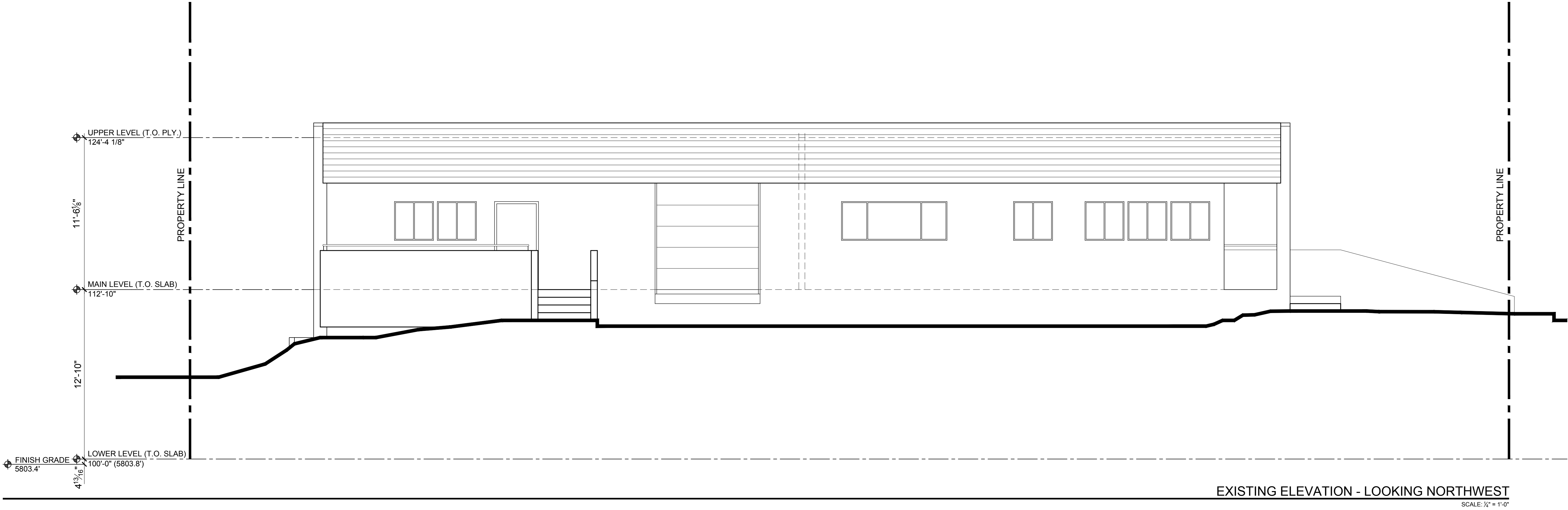


EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET KETCHUM, IDAHO

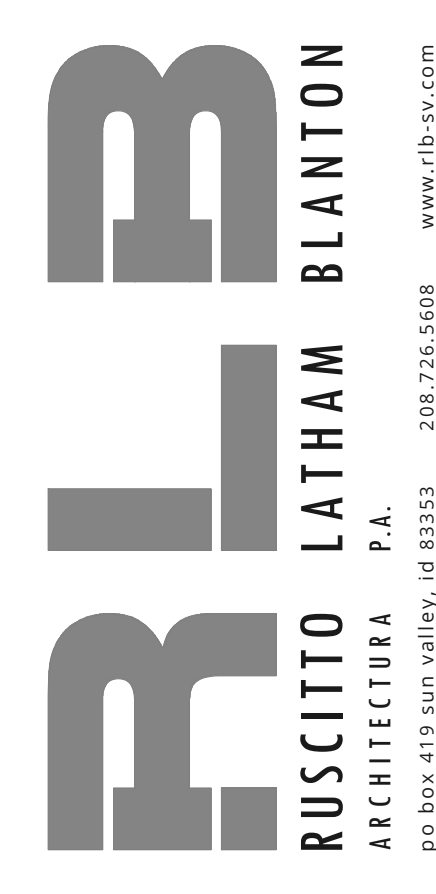
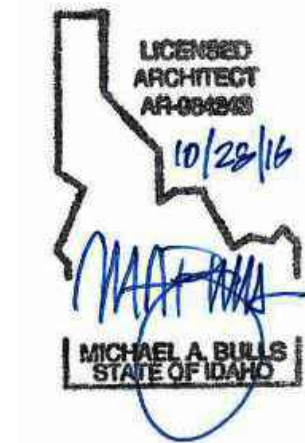
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ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS

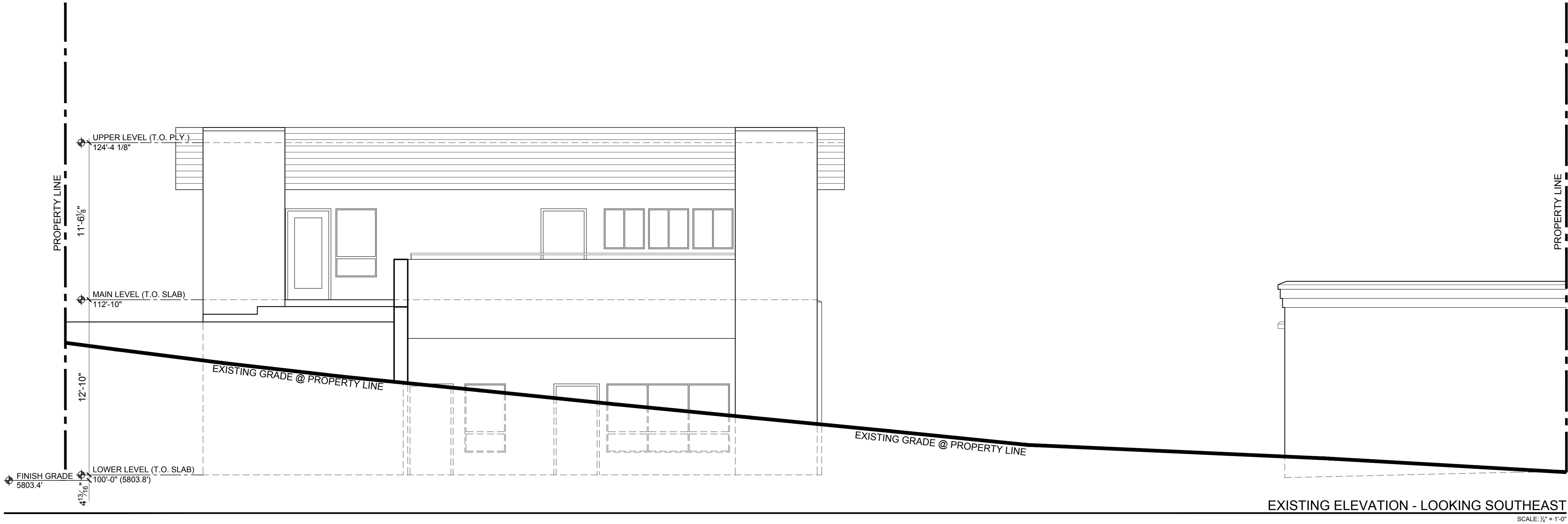
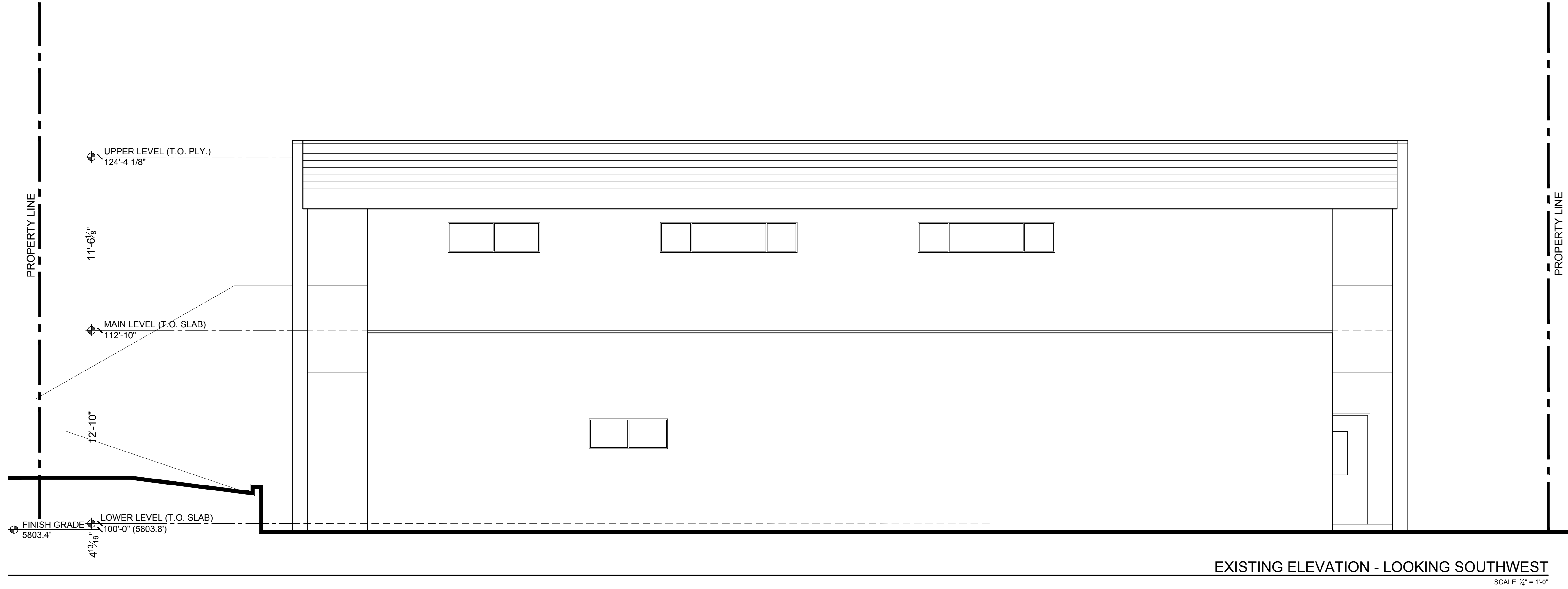


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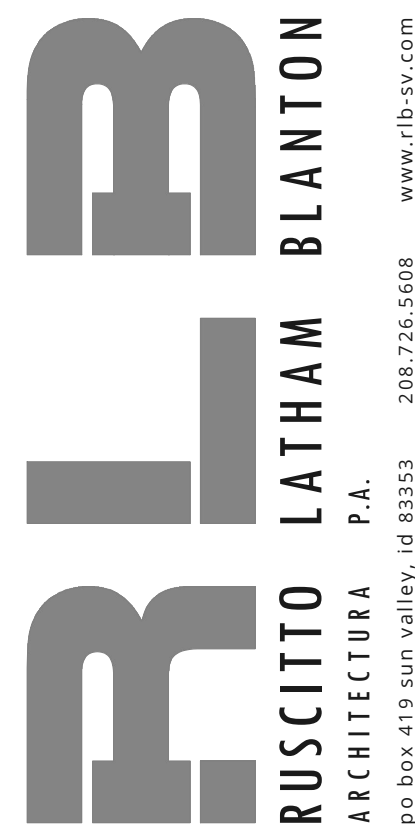
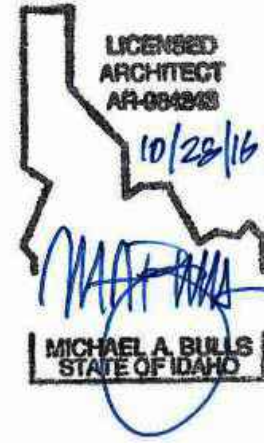
DRAWING	
BUILDING ELEVATIONS - EXISTING	
SCALE: 1/2" = 1'-0"	
DWG. #	

A5.0-EX

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ISSUED		
2016.10.14	DESIGN REVIEW	
2016.10.28	DESIGN REVIEW REVISIONS	

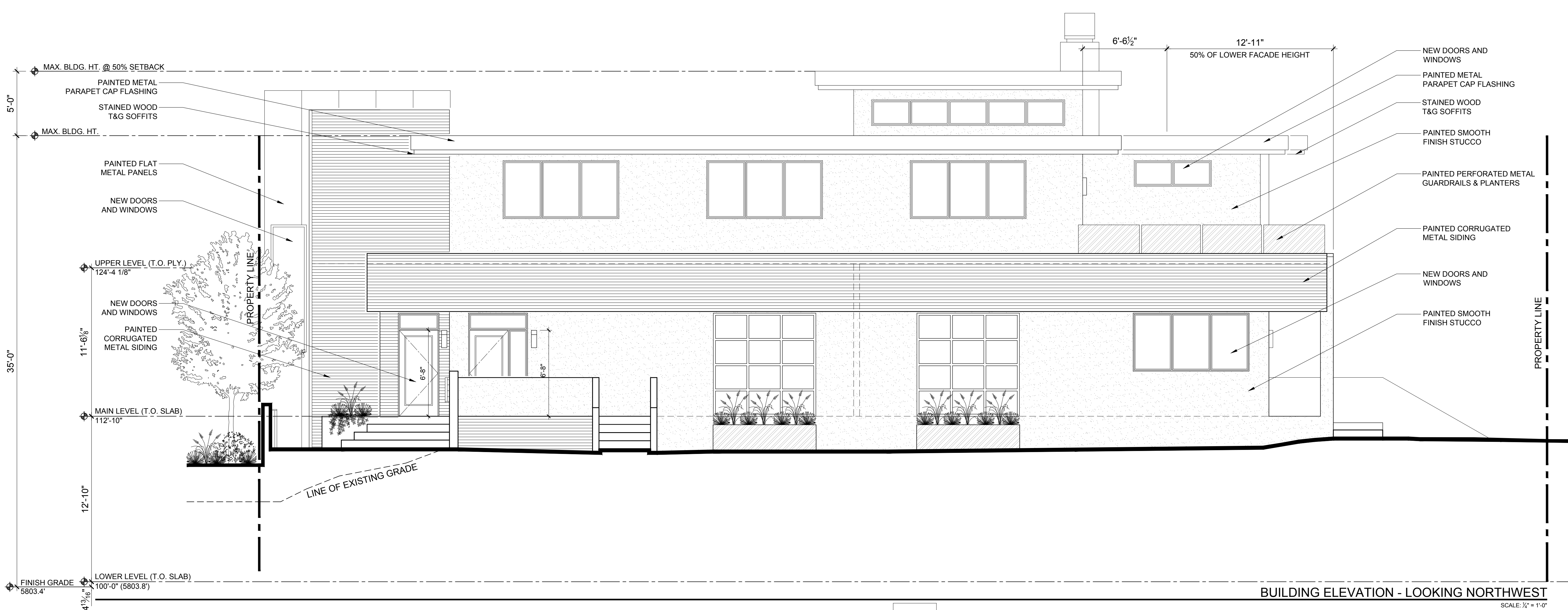


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191 EAST EIGHTH STREET, KETCHUM, IDAHO

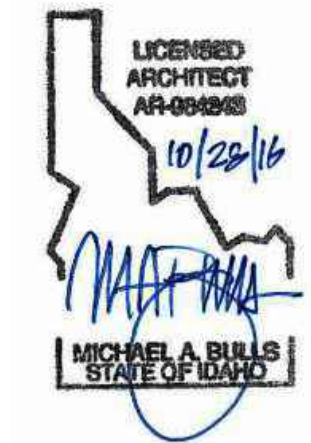
DRAWING	
BUILDING ELEVATIONS - EXISTING	
SCALE: 1/2" = 1'-0"	
DWG. #	

A5.1-EX

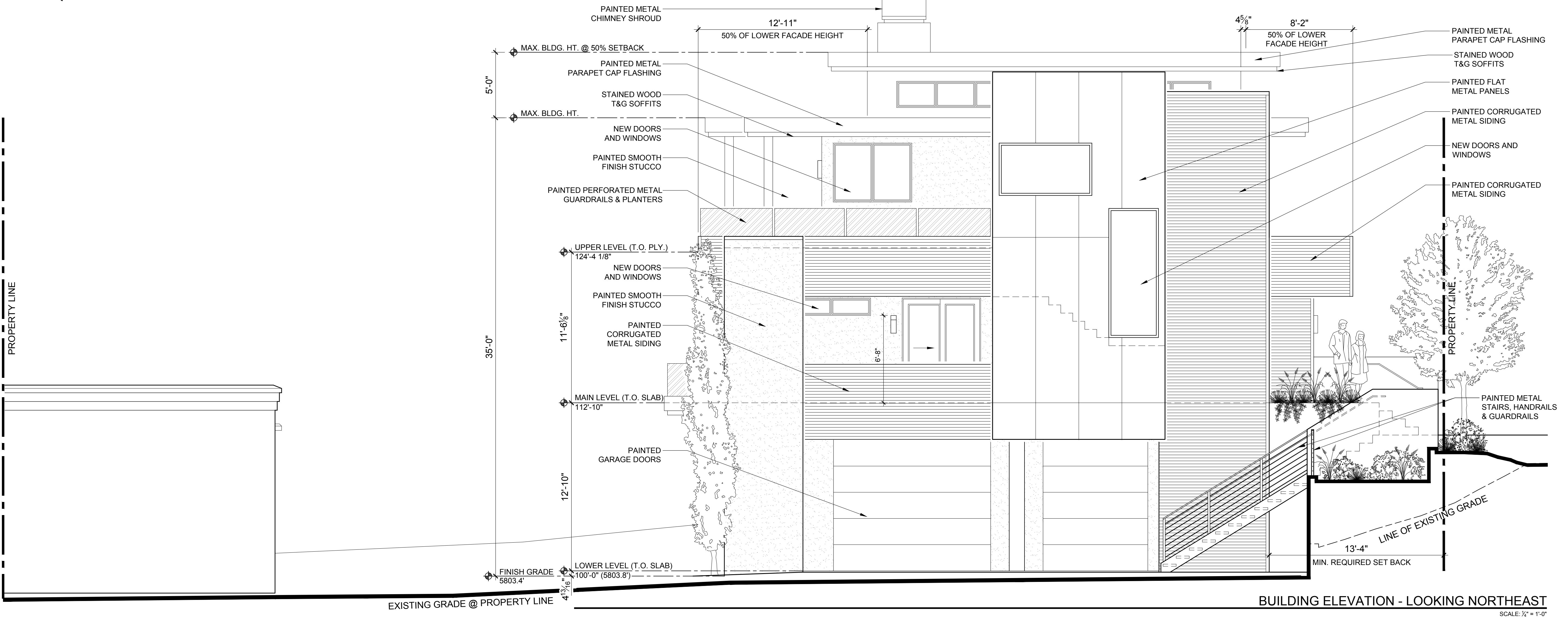
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ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS



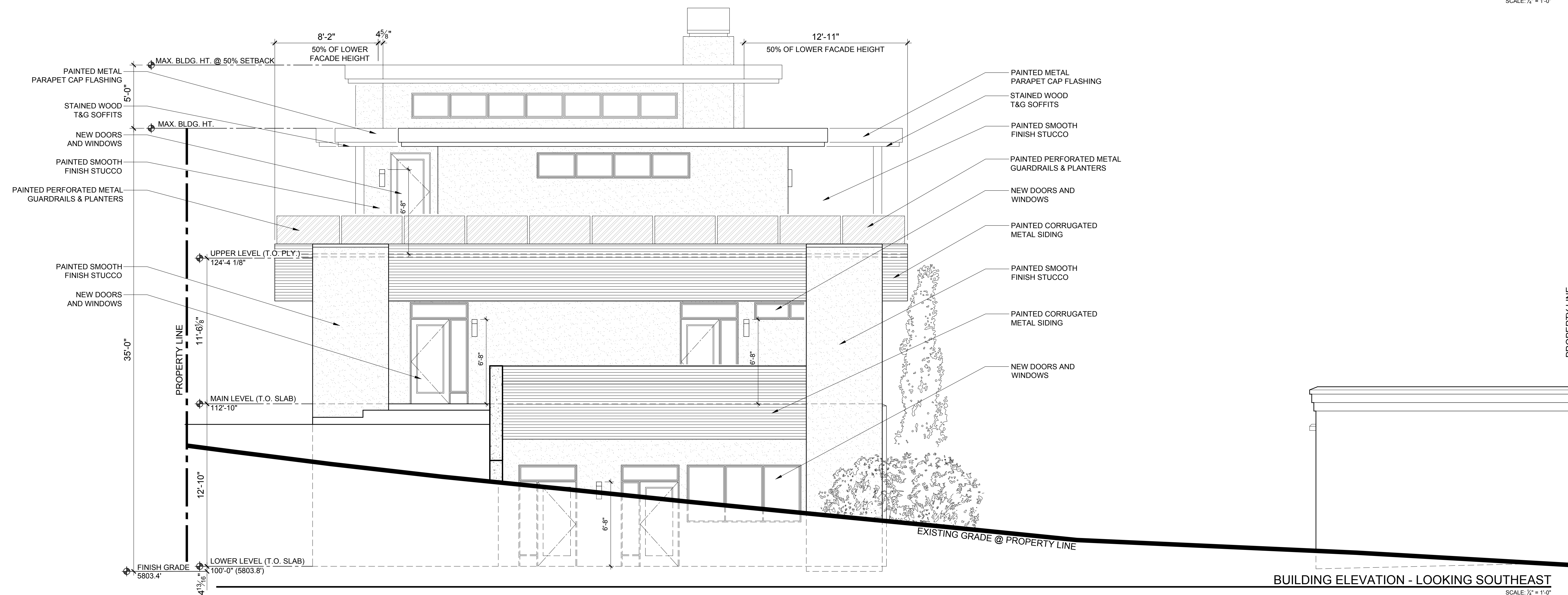
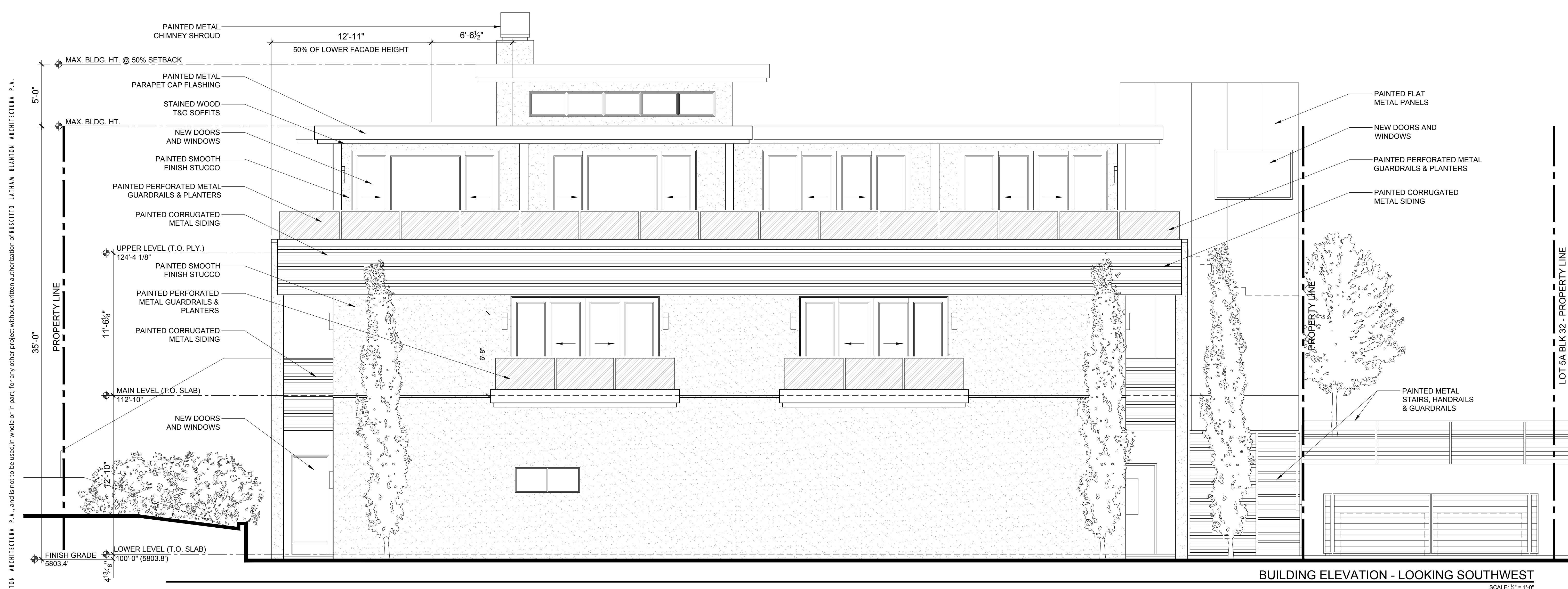
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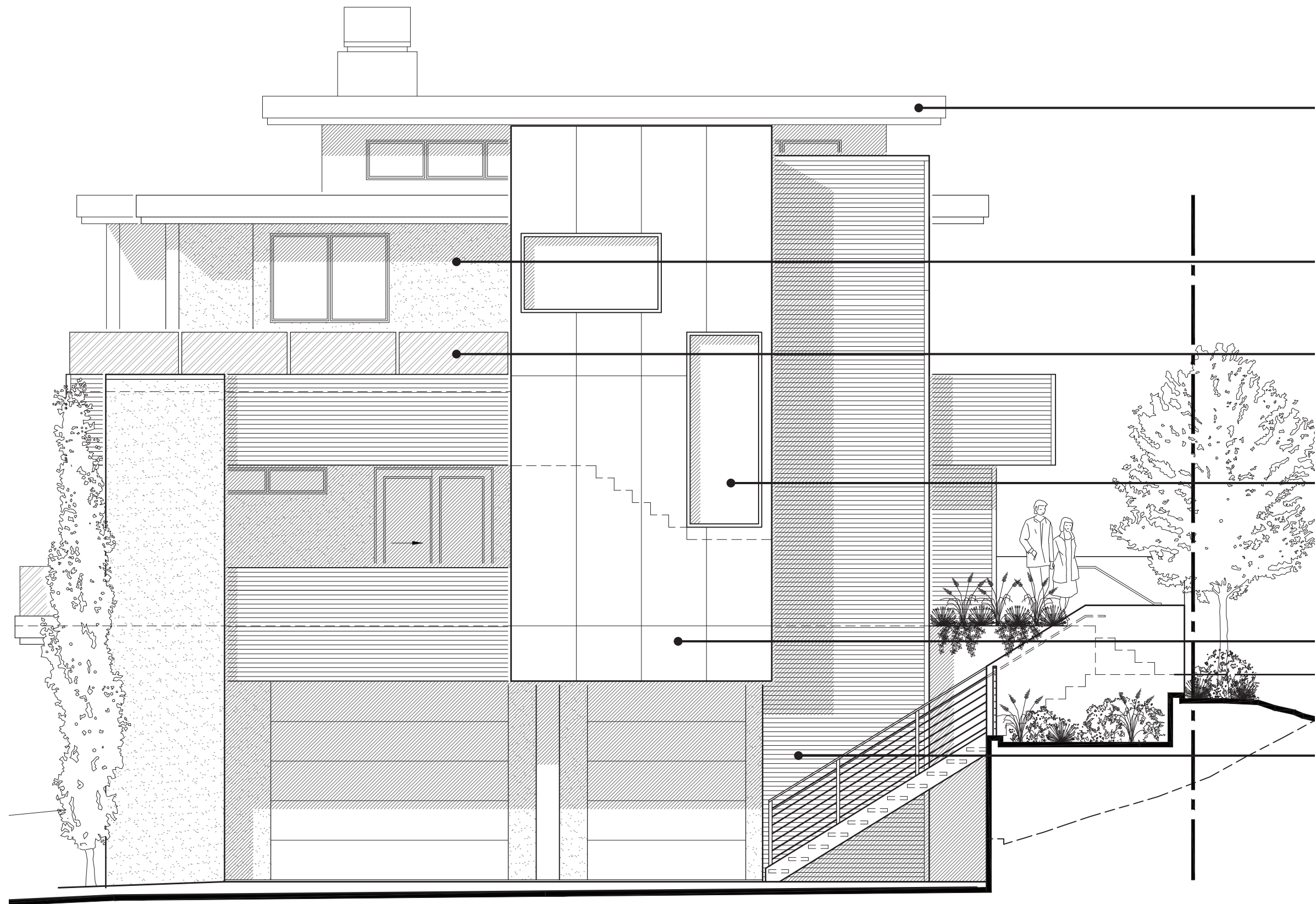


EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

DRAWING
BUILDING ELEVATIONS
- NEW WORK
SCALE: 1/2" = 1'-0"
0 2' 4'
DWG. #

A 5.0

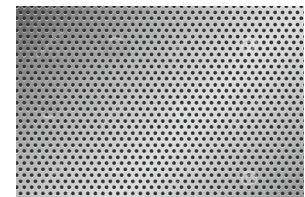




METAL FLASHINGS,
PARAPET CAPS &
RAILINGS
MIDNIGHT BRONZE



STUCCO & GARAGE
DOORS
BENJAMIN MOORE -
CASTLE WALLS 1573



METAL GUARDRAILS &
PLANTERS
LIGHT GREY PERFORATED



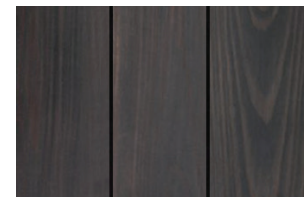
DOORS AND WINDOWS
MILGARD - BLACK BEAN



FLAT METAL PANELS
LIGHT GREY PATINA



CORRUGATED METAL
SIDING
MIDNIGHT BRONZE

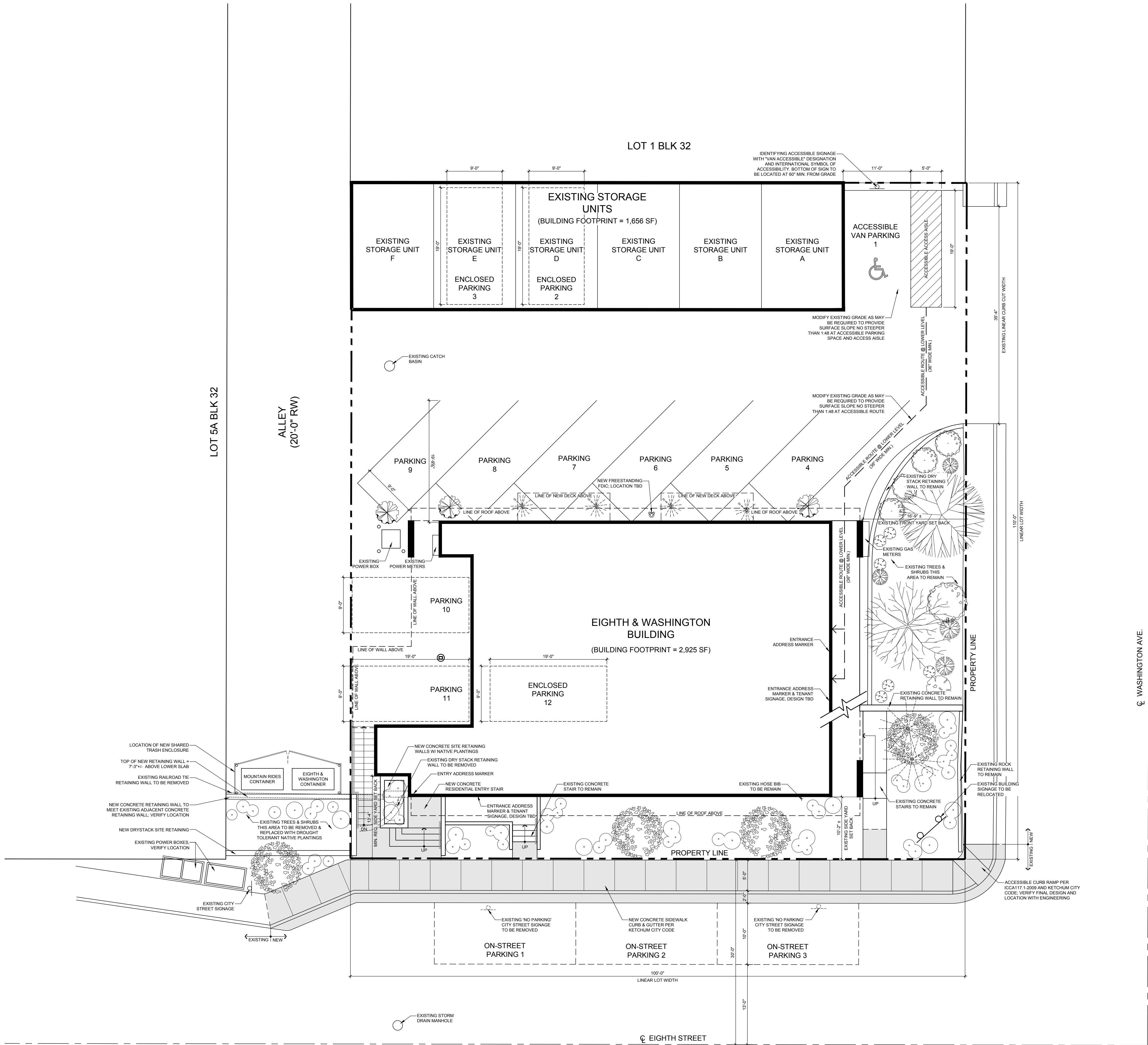


WOOD T&G SOFFIT
SEMI-TRANSPARENT BLACK

ELEVATION LOOKING NORTHEAST

DESIGN REVIEW REVISIONS: 10.28.2016

SCALE: 3/16" = 1'-0"



LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SHRUBS TO BE REMOVED
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING SWEDISH ASPEN TO REMAIN
- EXISTING SHRUBS TO REMAIN
- NEW AUTUMN BLAZE MAPLE
- NEW DROUGHT TOLERANT NATIVE PLANTINGS

*NOTE: ALL NEW IRRIGATION TO BE DRIP IRRIGATION WITH MOISTURE SENSORS

ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS
2016.11.28	P&Z MEETING
2016.12.02	P&Z MEETING

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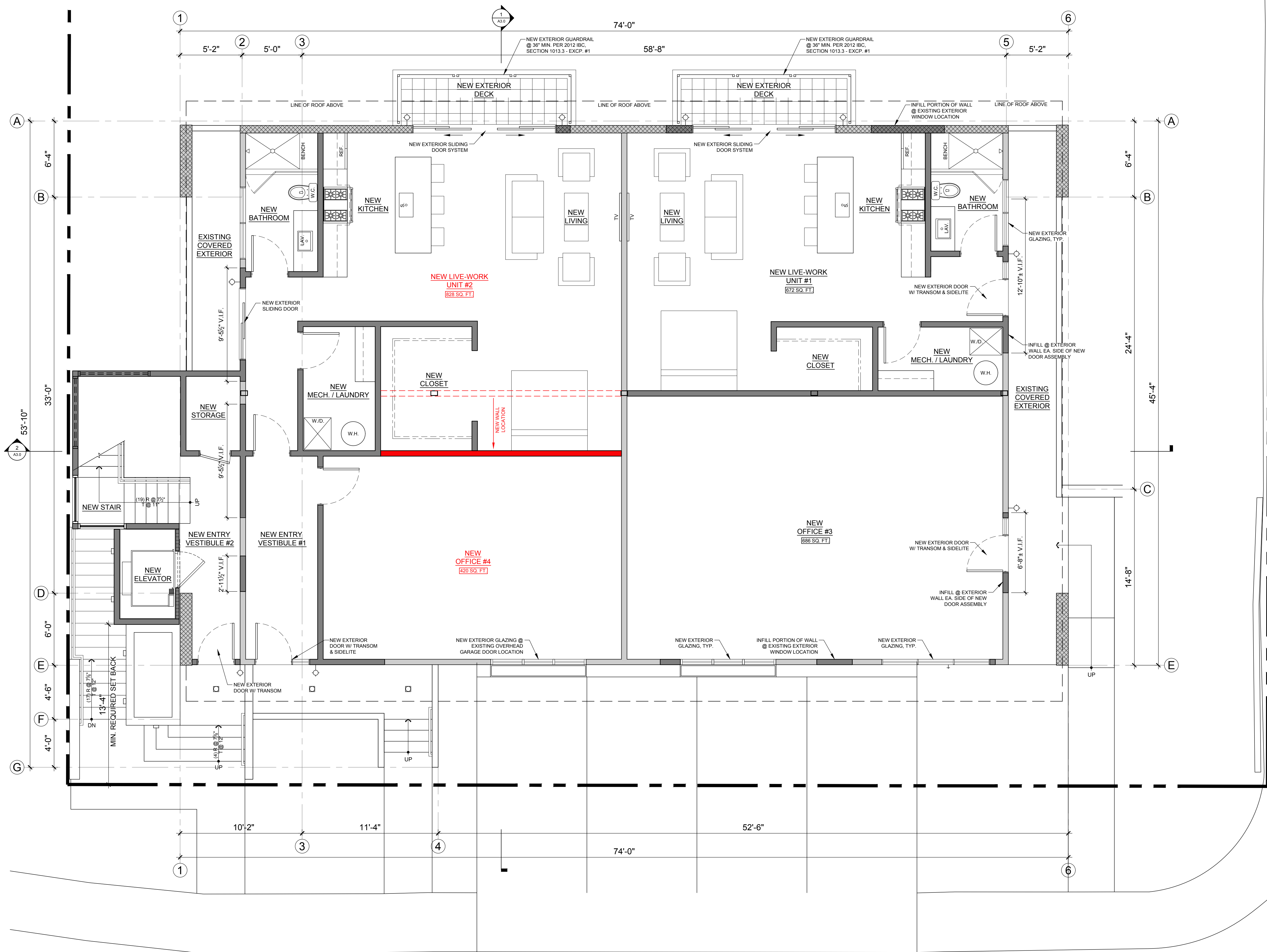
EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

DRAWING

SITE / LANDSCAPE PLAN

DWG. #

A 1.1



WALL LEGEND	
	WALL TO BE REMOVED
	EXISTING WOOD STUD WALL
	EXISTING MASONRY WALL
	EXISTING CONCRETE WALL
	NEW 2X4 WOOD STUD WALL
	NEW 2X6 WOOD STUD WALL
	NEW MASONRY WALL TO MATCH EXISTING

EXTERIOR LIGHTING LEGEND	
	SURFACE MOUNT SCONCE PARTIALLY SHIELDED 1,000 LUMENS MAX (1-60W INCAND. OR EQ.) HANNISTON STUDIO SHORT SQUARE MESH COVER SCONCE (18 FIX. TOTAL)
	RECESSED SOFFIT FULL CUT-OFF DOWNLIGHT 35 WATT MR16 CONTRAST LIGHTING 7400K (OR SIM.) (20 FIX. TOTAL)
	RECESSED STEP FULL CUT-OFF DOWNLIGHT WAC LIGHTING 4011 RECTANGLE LED STEP LIGHT (OR SIM.) (6 FIX. TOTAL)

ISSUED	
2016.10.14	DESIGN REVIEW
2016.10.28	DESIGN REVIEW REVISIONS
2016.11.08	REVISED OFF STREET PARKING

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EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

DRAWING	
MAIN LEVEL FLOOR PLAN - NEW WORK	
SCALE: 1/4" = 1'-0"	
DWG. #	

A 3.1

MAIN LEVEL FLOOR PLAN - NEW WORK
SCALE: 1/4" = 1'-0"

EIGHTH and WASHINGTON BUILDING
KETCHUM, IDAHO

BUILDING COVERAGE CALCULATION:

17.124.020: RESIDENTIAL, LIGHT INDUSTRIAL DISTRICTS:

- #3. Up to 50% of any light industrial building may be devoted to dwelling units, unless otherwise specified.
- #5. Dwelling units shall be a minimum of four hundred square feet and shall not exceed one thousand square feet total and shall contain no more than two bedrooms, unless otherwise specified.

COMMERCIAL SQ. FTG.

LOWER LEVEL:	NEW MEETING ROOM	329 SF
	NEW OFFICE #1	428 SF
	NEW OFFICE #2	180 SF
	EXISTING STORAGE #1	898 SF
	EXISTING STORAGE #2	729 SF
	EXISTING COVERED EXTERIOR	284 SF
MAIN LEVEL:	NEW OFFICE #3	686 SF
	NEW OFFICE #4	420 SF
	NEW COMMERCIAL CIRCULATION	51 SF
TOTAL COMMERCIAL GSF:		4,005 SF

RESIDENTIAL SQ. FTG.

LOWER LEVEL:	NEW RESIDENTIAL CIRCULATION	92 SF
MAIN LEVEL:	NEW LIVE WORK RESIDENTIAL UNIT #1	672 SF
	NEW LIVE WORK RESIDENTIAL UNIT #2	828 SF
	NEW RESIDENTIAL CIRCULATION / OTHER	268 SF
UPPER LEVEL:	NEW RESIDENTIAL UNIT #3	1,000 SF
	NEW RESIDENTIAL UNIT #4	692 SF
	NEW RESIDENTIAL CIRCULATION / OTHER	375 SF
TOTAL RESIDENTIAL GSF:		3,927 SF

AREA OF BUILDING

TOTAL GSF:	7,932 SF
TOTAL ALLOWABLE DEVOTED TO RESIDENTIAL:	3,966 SF MAX.
TOTAL PROPOSED RESIDENTIAL:	3,927 SF



RUSCITTO
ARCHITECTURA P.A.

LATHAM BLANTON

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sun valley, idaho

EIGHTH and WASHINGTON BUILDING
KETCHUM, IDAHO

PARKING CALCULATION:

17.125.050: OFF STREET PARKING AND LOADING CALCULATIONS:

C. Area Measurements: Unless otherwise specifically noted, all square footage based parking and loading standards are to be computed on the basis of gross floor area.

OFF STREET PARKING MATRIX

Residential units, industrial districts:	1 space per bedroom
Office, industrial districts:	1 space per 250 gross square feet

OFFICE PARKING

LOWER LEVEL:	NEW MEETING ROOM	329 SF
	NEW OFFICE #1	428 SF
	NEW OFFICE #2	180 SF

MAIN LEVEL:	NEW OFFICE #3	686 SF
	NEW OFFICE #4	420 SF

TOTAL OFFICE @ 1 SPACE PER 250 GFS: 2,043 SF / 250 = 8 SPACES

RESIDENTIAL PARKING

MAIN LEVEL:	NEW LIVE WORK RESIDENTIAL UNIT #1	1 SPACE
	NEW LIVE WORK RESIDENTIAL UNIT #2	1 SPACE

UPPER LEVEL:	NEW RESIDENTIAL UNIT #3	1 SPACE
	NEW RESIDENTIAL UNIT #4	1 SPACE

TOTAL RESIDENTIAL @ 1 SPACE PER BEDROOM: 4 SPACES

TOTAL PARKING

TOTAL REQUIRED: 12 SPACES

TOTAL OFF STREET PARKING SPACES PROVIDED: 12 SPACES



Carl Anderson

From: Michael Bulls <mbulls@rlb-sv.com>
Sent: Friday, December 02, 2016 12:25 PM
To: Carl Anderson
Subject: Eighth and Washington Project - CUP application supplement

Dear Carl:

I requested confirmation from the applicant related to existing snow plowing and removal services for the property and the alley. I received the response below from Doug Webb. Will this be sufficient to satisfy the snow removal discussion?

From: Doug Webb [<mailto:dougwebb@webbland.com>]
Sent: Thursday, December 01, 2016 10:57 PM
To: Michael Bulls <mbulls@rlb-sv.com>
Cc: Matt Walker <matt@rlb-sv.com>; Chari Hustis <chari@rlb-sv.com>
Subject: Re: Eighth and Washington

Plowing and removing snow

Webb office, Mountain Rides, W/E building, all snow from parking areas and walkways is plowed into a pile West of the Webb office and shop. Piled snow is transported off site as it accumulates. Webb provides this service at no charge to Mountain Rides.

Doug Webb

Best,

MICHAEL BULLS / AIA, NCARB, LEED AP
Principal, Architect



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From: Jason Miller [<mailto:jason@mountainrides.org>]
Sent: Wednesday, November 23, 2016 1:46 PM
To: Carl Anderson <canderson@ketchumidaho.org>
Cc: ben@mountainrides.org
Subject: comments on 8th and Washington CUP
Importance: High

Good afternoon Carl-

Mountain Rides Transportation Authority would like to make public comments, for inclusion in the public record, on the application for a conditional use permit at 101 East 8th St/831 Washington Ave for the Eighth and Washington Building Condo. As Mountain Rides is an adjacent property owner, it is important that the applicant and the city be aware of the following:

1. Mountain Rides relies on the full width of the alleyway on the west side of the applicant's property for bus ingress and egress into bus maintenance and storage bays of the Mountain Rides building at 800 1st Ave. N. Mountain Rides is very site constrained in accessing our building and must have this alleyway completely free of obstructions for bus maneuvering. Vehicles parked at the 8th and Washington Building Condo cannot block this alleyway. Additionally, Mountain Rides must have this alleyway free of obstructions while the applicant's project is under construction.
2. Mountain Rides operates a public transit system that requires movement of buses around our facility at all hours of the day and night, 365 days per year. Mountain Rides wants to ensure that the applicant is aware of this, especially for the residents of the new residential units. Large diesel buses can create noise and air quality impacts, including back-up alarms, that are associated with our permitted light industrial use of our property. Mountain Rides cannot change its operations in order to accommodate or address any future complaints about bus operations from those living in these new, proposed residential units.
3. Both the city and architect stated to Mountain Rides that the upgraded trash enclosure and retaining wall will not be moving from their current footprint. It is important to Mountain Rides that both of these footprints be maintained in order to not intrude into the maneuvering area for buses. If the location of the trash enclosure retaining wall are planned to be moved, Mountain Rides requests that we be allowed to comment on the new location.
4. The parking spots along the northwest side of the applicant's property are currently occupied primarily by Webb Landscape equipment. Mountain Rides assumes that this application and addition of units will mean that these northwest parking spots will shift to being occupied by building condo tenants and not by Webb Landscape equipment and vehicles. Mountain Rides is concerned that this will result in Webb moving these vehicles to the already overcrowded, over-parked area northwest of Webb Landscape, where 9th St. adjoins the alley and the bike path. Mountain Rides relies on this area to park some of our buses and support vehicles. With another 4-5 Webb Landscape vehicles potentially moving to this area, as a result of this application, Mountain Rides is concerned that it will become even more difficult to park some buses and vehicles in this area. Although not directly a responsibility of the applicant, Mountain Rides feels it is important for the City of Ketchum to understand this impact.

Please accept these comments and forward to appropriate city staff and the Planning and Zoning Commission for inclusion in the staff report.

Best,
Jason Miller
Executive Director, Mountain Rides
208-788-7433 x 101
800 1st Ave N.
Ketchum, ID



**City of Ketchum
Planning & Building**

December 12, 2016

Planning and Zoning Commission
City of Ketchum
Ketchum, Idaho

Commissioners:

**STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF DECEMBER 12, 2016**

PROJECT: Bracken Station Conditional Use Permit (CUP)

FILE NUMBERS: #16-034

OWNER: North Town Partners LLP

REPRESENTATIVE: Steve Cook, AIA

REQUEST: Conditional Use Permit (CUP) for a motor vehicle fueling station and food service establishment

LOCATION: 911 N. Main Street (Ketchum, AM Lot 5A, Block 30)

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

NOTICE: Property owners within 300 foot radius of subject property were mailed notice on May, 16, 2016. A public hearing notice was published in the Legal Notices of the Idaho Mountain Express on May 25, 2016. Notice was posted on the subject property and in three public City locations on May, 17, 2016.

Continuation of the hearing to June 27, 2016 was announced during the June 13, 2016 hearing. Continuation to July 11, 2016, was announced during the June 27, 2016 meeting. Continuation to July 25, 2016, was announced at the July 11, 2016 meeting. Continuation to October 10, 2016, was announced at the July 25, 2016 meeting. Continuation to October 24, 2016, was announced at the October 10, 2016, meeting. Continuation to December 12, 2016 was announced at the October 24, 2016 meeting.

REVIEWER: Brittany Skelton, Senior Planner

Introduction

The first public hearing for this proposal occurred on June 13, 2016. The hearing was continued to June 27, 2016 and July 11, 2016. After receiving verbal public comment on July 11, 2016 the Commission closed the hearing and continued the application to July 25, 2016 to allow for the applicant's rebuttal and the Commission's deliberation. During the July 25, 2016 meeting the applicant provided rebuttal, the Commission deliberated and requested additional information of the applicant, and the application was continued to October 10, 2016. The Commission also re-opened the hearing to accept public comment on the new information.

New information was provided by the applicant for the October 10, 2016, meeting and the new information was analyzed by staff in the October 10, 2016, staff report. The Commission heard public comment during the October 10, 2016 hearing. During the meeting the Commission closed the hearing and continued the application for deliberation to the October 24, 2016 meeting. During the October 24, 2016 meeting the Commission deliberated and continued the application to December 12, 2016 in order to accept revised exhibits pertaining to circulation from the applicant; the hearing was also re-opened to accept public comment regarding the new materials to be submitted.

The report that follows contains an analysis of the new information submitted by the applicant as of Monday, November 28, 2016. The report addresses the implications of the proposed motor vehicle fueling station and food service on the proposed location and contains recommendations for how the Planning and Zoning Commission may mitigate impacts. Public comment received by 5:00 p.m. on Monday, December 5, 2016, for the Monday, December 12, 2016, public hearing is attached to the staff report.

The applicant is requesting a Conditional Use Permit (CUP) to allow redevelopment of 911 N. Main for a motor vehicle fueling station and a food service establishment. Motor vehicle fueling stations and food service (subject to limitations on hours of operation and size) are only allowed in the LI-1 District if a Conditional Use Permit (CUP) is approved. The definition of motor vehicle fueling station permits retail sales of items of convenience to the motoring public. The Planning and Zoning Commission (Commission) has complete discretionary authority to approve, deny, or conditionally approve either use (fueling station or restaurant) or approve, deny, or conditionally approve both uses on the site, basing the decision upon findings of fact.

Current Report

All city departments have completed their review of the applicant's new submittals. This report contains an analysis of new information submitted by 5:00 p.m. Monday, December 5, 2016 for the December 12, 2016 hearing and contains reference to plans and studies previously submitted by the applicant for the October 24, October 10, July 25, July 11, June 27, and June 13, 2016 meetings. Plans referenced are included in Appendix A, which is a copy of the October 24, 2016 staff report prepared for the Bracken Station Conditional Use Permit Application (#16-034).

The location proposed for a motor vehicle fueling station and food service establishment is located on Lot 5A, Block 30, Ketchum Townsite, otherwise known as 911 N. Main Street. Three buildings currently exist on the site that are proposed to be substantially altered or removed for the project. Building "A" is the northernmost building, "B" is located in the center, and "C" is the southernmost building. The applicant proposes to partially demolish building "B" and to remodel and add an addition and a trellis patio to the remaining portion of the building. The applicant is also proposing to construct a canopy structure associated with the motor vehicle fueling station. The applicant is proposing to entirely demolish buildings "A" and "C" along with installing sidewalks, crosswalks, landscaping, lighting, parking, and drainage improvements to accommodate the development. The site does not currently meet city standards for the existing or proposed development and

the site will require significant upgrades for the proposed project if the Planning and Zoning Commission determines a conditional use permit can be approved. Recommended improvements to meet city standards are contained within this report.

Currently there are three fueling stations in the LI District, two restaurants, and one food mart to service the area. In total there are five existing fueling stations within a 1.5 mile radius of the proposed site. The Commission must decide if the proposed uses are appropriate for the site and location and if the uses are necessary to serve the LI district.

Summary of New Information and Public Comment Received and Staff Analysis

- Attachment A. summarizes comments from all departments on the proposed development. *Updated from the October 24, 2016, staff report*
- Attachment B. summarizes revisions to the site plan.
- Attachment C. is the revised site plan, dated November 23, 2016.
- Attachment D. summarizes revisions to the civil plan.
- Attachment E. is the revised civil plan, revision date November 23, 2016
- Attachment F. summarizes and is an analysis of the new vehicle circulation exhibits received.
- Attachment G. consists of the new vehicle circulation exhibits and submittal letter dated November 23, 2016
- Attachment H. is an analysis of the proposed project and the zoning standards required for all projects. *Updated from the October 24, 2016, staff report*
- Attachment I. is an analysis of the proposed project and the Conditional Use Permit required standards. *Updated from the October 24, 2016, staff report*
- Attachment J. summarizes the applicant's proposed public and private improvements. *Updated from the October 24, 2016, staff report*
- Attachment K. summarizes staff's additional recommended public improvements. *Updated from the October 24, 2016, staff report*
- Attachment L. includes new public comment received between October 27, 2016 and Monday, December 5, 2016.

Summary of Prior Information Received and Analysis and Excerpts from Title 17: Zoning

- All previous materials and exhibits submitted by the applicant, and the most recent staff analysis of previously submitted materials are included in the October 24, 2016, staff report. The October 24, 2016 staff report is included as Appendix A to this staff report. The most recent traffic impact study, dated October 3, 2016, is included as Appendix C to this staff report.

Summary of Public Comment Received

- All public comment submitted for the record from June 25, 2016, through December 5, 2016, is attached as Appendix B. Public comments received for the December 12, 2016, meeting appear first.

Conditional Use Permit Overview

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

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

- The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district;
- The conditional use will not materially endanger the health, safety and welfare of the community;
- The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood;
- The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area, or conditions can be established to mitigate adverse impacts;
- The conditional use is not in conflict with the policies of the comprehensive plan or the basic purposes of the Zoning Ordinance.

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

- A. Minimizing adverse impact on other development.
- B. Controlling the sequence and timing of development.
- C. Controlling the duration of development.
- D. Assuring that development is maintained properly.
- E. Designating the exact location and nature of development.
- F. Requiring the provision for on site or off site public facilities or services.
- G. Requiring more restrictive standards than those generally required in an ordinance.
- H. Requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the city. (Ord. 1135, 2015)

STAFF RECOMMENDATION

Staff's analysis and concerns regarding the proposed Conditional Use are detailed in the attachments. In summary staff's concerns are as follows:

1. Staff has concerns with on-site circulation and resulting external impacts to traffic on Main Street. These concerns have not been resolved by the new site plan, dated November 23, 2016, and circulation exhibits, dated November 23, 2016, submitted by the applicant. See Attachment B, Attachment D, Attachment F, and Attachment I for detail.
2. Staff has concerns with the applicant's proposal to use the alley adjacent to the site as an alternate loading area. This concern is described in Attachment F (Exhibits #10, #14), Attachment #H, and Attachment I. Staff recommends a condition addressing the use of the alley as a commercial vehicle loading space that either approves, conditionally approves, or denies use of the alley.
3. Staff has concerns regarding conditioning approval of the proposal based on conditions that limit the sizes of delivery trucks and the hours during which deliveries may be made. This concern is described in depth in Attachment F (Exhibit 13#) and Attachment I.
4. Staff has concerns with the Preliminary Improvement Plan and vehicle circulation exhibits produced by Benchmark Associates, which at the time of publication of this report, have not been stamped in accordance with Idaho Code §§54-1215. See Attachment D and Attachment F for detail.
5. Staff has concerns regarding the aesthetic changes to the site due to the reduction in landscaping on the property line adjacent to 10th Street. The landscape buffer was reduced in part to make additional space available for the on-site circulation of vehicles. The previously proposed buffer was proposed in part to mitigate the impact of the headlights from vehicles circulating the site. A landscape wall 24" in height has been proposed in the area where the tree buffer has been removed. While landscaping can be addressed during Design Review, staff notes that the site plan revisions to provide additional circulation space prevent the previously proposed tree buffer from being installed.

In light of these concerns, staff remains unable to recommend approval of the Conditional Use Permit because it has not been proved that vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood.

After considering the above concerns raised by staff, the Commission must consider the Bracken Station CUP application as it relates to the criteria used for evaluating conditional use permits and has the option of approval or denial. If the Planning and Zoning Commission chooses to approve the application, staff recommends requiring the conditions of approval as identified in this report as a minimum. The Commission may require additional conditions based on findings received through public comment, testimony, or other discovery.

COMMISSION OPTIONS

1. **Approval of the Application:** “Motion to approve the application from North Town Partners LLP for a Conditional Use Permit application for a motor vehicle fueling station and food service, finding the application meets the standards for approval under Chapter 17.116 of Ketchum Zoning Code Title 17 with the following conditions: [insert conditions of approval here]”
2. **Denial of the Application:** “Motion to deny the application from North Town Partners LLP for a Conditional Use Permit application for a motor vehicle fueling station and food service, finding the application **does not** meet the standards for approval under Chapter 17.116 of Ketchum Zoning Code Title 17, for the following reasons: [cite findings for denial].”
3. **Continuation of the Application:** “Motion to continue the application from North Town Partners LLP to a date certain of [insert date of meeting].”

RECOMMENDED CONDITIONS

Ketchum City Engineer, Streets, Utilities, Fire and Building Department requirements shall be met, including:

1. All building and fire code requirements as dictated by 2012 family of international building codes shall apply to all construction onsite.
2. Snow removal outside the travel lanes of Highway 75 shall be the responsibility of the property owner.
3. All light fixtures mounted on or recessed into the lower surface of the service station canopy shall be fully shielded and utilize flat lenses. Such shielding must be provided by the fixture itself; shielding by surrounding structures, such as canopy edge, is not permitted.
4. The applicant shall construct the public improvements and adhere to conditions recommended by staff described in Table 1.
5. The applicant shall construct the public improvements recommended by staff as described in Table 7.
6. The applicant shall construct the public improvement recommended by staff described in Table 8.
7. All storm water retention improvements shall meet the latest standards for motor vehicle fueling stations and shall be approved by the Public Works Director.
8. Per Title 17, Section 17.116.080: TERM OF PERMITS: Conditional Use Permit approval shall expire one (1) year from the date of approval if not acted upon within that time frame; and
9. This Conditional Use Permit approval is based on representations made and other components of the application presented and approved at the meeting on December 12, 2016.

ATTACHMENTS:

- A. Table 1: Requirements for All Applications
- B. Table 2: Summary of Site Plan Revisions
- C. Site Plan dated November 23, 2016
- D. Table 3: Summary of Civil Plan Revisions
- E. Preliminary Improvement Plan, revised November 23, 2016
- F. Table 4: Analysis of Vehicle Circulation Exhibits dated November 23, 2016
- G. Circulation Exhibits and submittal letter from Benchmark Associates dated November 23, 2016
- H. Table 5: Zoning Standards Analysis
- I. Table 6: Conditional Use Permit Requirements
- J. Table 7: Required Public and Private Improvements
- K. Table 8: Recommended Additional Public Improvements
- L. Public comment received October 27, 2016 through Monday, December 5, 2016

Appendix A – Staff Report, dated October 24, 2016, prepared for the Bracken Station Conditional Use Permit Application (#16-034)

Appendix B – All Public Comment Received June 25, 2016 through December 5, 2016

Appendix C – “Bracken Station Traffic Impact Study Updated” dated October 3, 2016

Attachment A

Table 1: Requirements for All Applications

General Requirements for All Applications				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.040(A)	Complete Application
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department and Boards/Commissions Comments	<p>Public Works Department:</p> <ol style="list-style-type: none"> Although the site plan has been revised and new vehicle circulation exhibits reflecting the revised site plan have been produced, the new vehicle circulation exhibits dated November 23, 2016 still do not adequately indicate that the fueling station would not cause congestion on Main Street/HWY 75. <p>Each circulation exhibit is described in detail in Attachment C., Table 3, and all circulation exhibits are attached as Attachment D.</p> <ol style="list-style-type: none"> The configuration of the sidewalk design creates a challenge for the City's snow removal operations. If the project is approved, a condition of approval will require the owner to remove the snow to the west of the valley gutter and the snow may not be placed back out in the roadway. The additional crosswalk crossing Main Street at the northern end of the site, as proposed in the Motor Fueling Station Pedestrian Analysis and with ADA compliant ramps, is recommended. Colored pedestrian areas, as proposed #4 in Figure 2 in the Pedestrian Analysis, is recommended; a Maintenance Agreement stating that owner shall maintain the pedestrian areas will be required if the conditional use permit is approved. To address pedestrian traffic from the southwestern pedestrian catchment area referenced in the Pedestrian Analysis, further analysis of the need for the Rectangular Rapid Flashing Beacon at the intersection of Warm Springs Road and 10th is needed. As proposed in the Pedestrian Analysis, further study of the feasibility of defining the gap in the sidewalk on the north side of 10th Street between Warm Springs Road and Main Street is needed. The property owner will need to maintain the landscaping in the right-of-way, according to ITD standards. The initial On Site Vehicle Turn Exhibit only illustrates turn movements in an empty parking lot, which does not adequately prove turn movements can be made in real world conditions. In order to recommend approval of the conditional use permit the On-Site Vehicle Turn Exhibit needs to be revised to include turn movements, vehicles in the parking lot, and the location(s) where vehicles can stack on site. The Preliminary Grading and Drainage Plan has been reviewed and is acceptable. Prior to issuance of a building permit a seepage test will need to be conducted and clarification regarding the infiltration rate and storm intensity and number of dry wells will be required.

				<p>10. The 5' sidewalk connecting to Frenchman's Place is acceptable. The existing drywell indicated on the plan is a catch basin and it shall be abandoned after installation of the new drywells.</p>
				<p>Fire Department:</p> <ol style="list-style-type: none"> 1. The project shall meet all 2012 International Fire Code requirements in addition to specific City Building and Fire Ordinances. 2. An approved fire detection system shall be installed per City of Ketchum Ordinance #1125 (www.ketchumfire.org) and the requirements of NFPA 72. Two (2) sets of alarm system plans shall be submitted to the Ketchum Fire Department for approval and a permit is required prior to installation of alarm systems. Inspections of fire detection systems by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. 3. An approved access roadway per 2012 International Fire Code Appendix D (www.ketchumfire.org) shall be installed prior to any combustible construction on the site. The road shall be a minimum of twenty (20) feet in width and capable of supporting an imposed load of at least 75,000 pounds. The road must be an all-weather driving surface maintained free, clear, and unobstructed at all times. 4. Fire extinguishers shall be installed and maintained per 2012 IFC Section 906 both during construction and upon occupancy of the building. 5. An approved key box shall be installed, with the appropriate keys, for emergency fire department access in a location approved by the fire department. The key box shall be a Knox box brand and sized to accommodate keys to every door of the project. 6. The underground fuel tanks will be installed and tested following the 2012 International Fire Code, Sections 5704.2.11 through Section 5704.2.12.2. 7. Motor fuel dispensing stations will be installed following the 2012 International Fire Code, Section 2306.7 through Section 2306.7.7.2. 8. The Liquefied Petroleum Gas fuel dispensing will be installed following the 2012 International Fire Code, Section 2307.1 through Section 2307.7
				<p>Building:</p> <ul style="list-style-type: none"> • Building plans must meet 2012 International Building Code.
				<p>Police Department:</p> <ul style="list-style-type: none"> • No comment.
				<p>Utilities:</p> <ul style="list-style-type: none"> • No comment.
				<p>Parks/Arborist:</p> <ol style="list-style-type: none"> 1. The owner shall maintain the landscaping in the right-of-way, which is managed by ITD. 2. The southeastern-most Abies lasiocarpa is in close proximity to the overhead transmission line, substitute a more hardy bristlecone pine. 3. The other species are good and the diversity and placement are appreciated.

				4. Staff recommends retaining the tree that is adjacent to the existing power pole in the right-of-way on Main Street if ITD will allow it.
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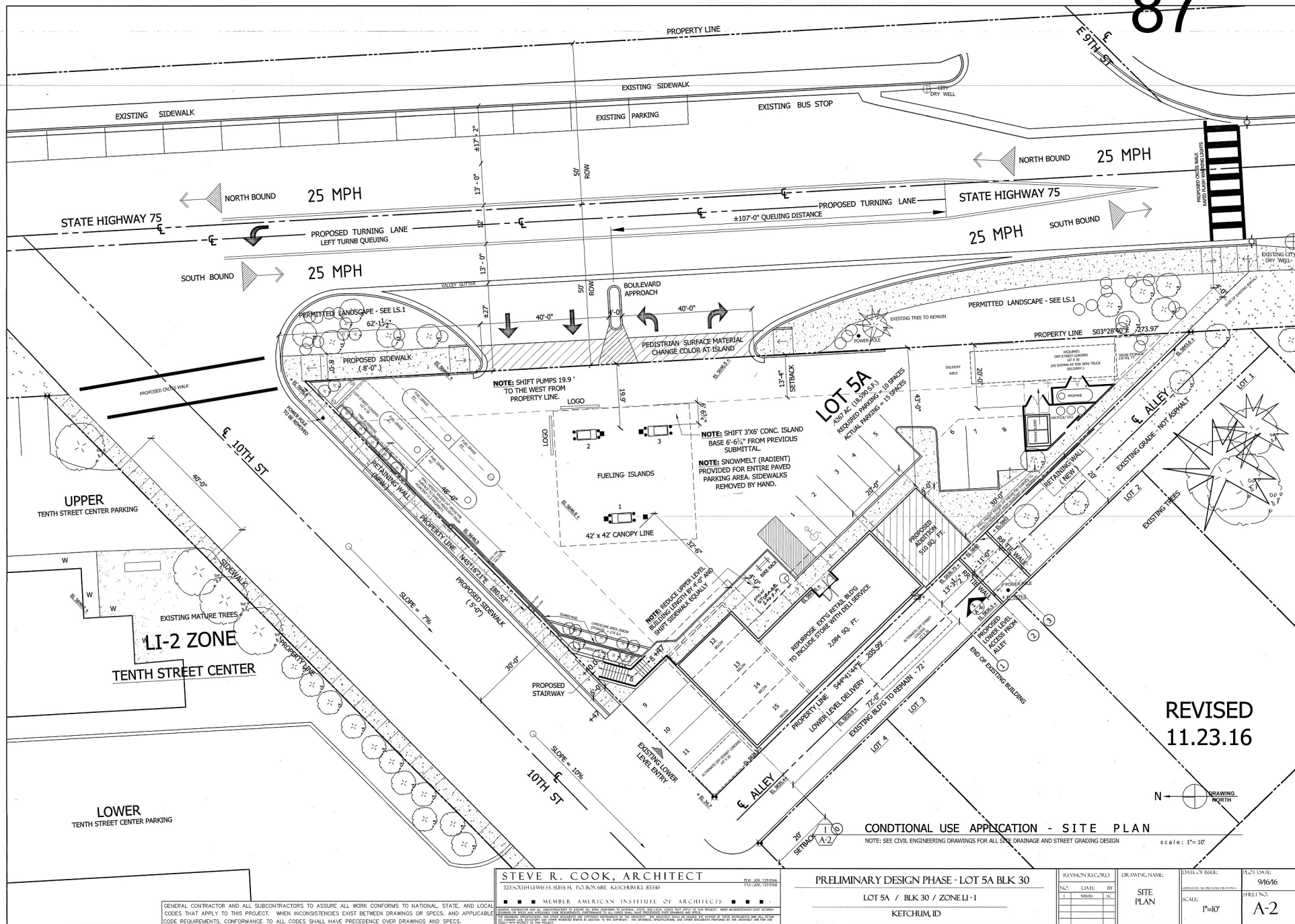
Attachment B

Table 2. Summary of Site Plan Revisions

1. Boulevard Approach	1. In addition to the change in surface material across the boulevard approach in the pedestrian zone a new change in surface material is proposed at the island that bisects the boulevard approach.
2. Eastern Fuel Pumps	1. The eastern two fuel pumps have been shifted 6'-6 3/4" further west. The fuel pumps were previously located 13'-4" from the western property line, these fuel pumps are now 19'-9" from the western property line.
3. Western Fuel Pumps	1. One of the western fuel pumps has been removed. The remaining western fuel pump has been relocated and centered between the northern and southern edges of the canopy.
4. Fueling canopy	1. The fueling canopy has been enlarged from 40'-6" x 40'-8" to 24' x 24'. This increases the building coverage on the lot from #% to #%. 2. The fueling canopy has been shifted 3' to the west. The eastern setback from the property line is now 13'-4", with no overhang of the canopy into the setback.
5. Building	1. The eastern façade of the building has been shifted 4' to the west on the northernmost portion of the building.
6. On-site pedestrian circulation	1. The on-site sidewalk adjacent to the northernmost portion of the eastern façade of the building has been shifted 4' west.
7. Landscaping and Landscape Walls	1. The tree screening buffer adjacent to the northern (10 th Street) property line has been reduced; the westernmost trees have been removed. 2. A 24" landscaping wall has been proposed for the area where the tree screening was removed. 3. A 24" height landscaping wall has been proposed along a portion of the southwestern property line to provide a buffer from vehicle headlights. The proposed wall extends 30' from the southernmost edge of the building.
8. Snow Storage	1. The applicant proposes to snow melt the entire paved parking and circulation area of the site and to manually remove snow from the sidewalks. There is 275 square feet of snow storage provided in the landscape area adjacent to the pedestrian staircase, 200 square feet of snow storage provided near the entrance to the building, and 110 square feet of snow storage is provided in the southeast corner of the property, for a total of 585 square feet of on-site snow storage. This snow storage space is reserved to accommodate snow removed from the on-site sidewalk network; approximately 50% of the on-site pedestrian sidewalk area is not covered by roof overhang.
9. Off-Street	1. The applicant proposes one off-street loading space 10' x 30' in size at the northeast corner of the site and one off-street loading space 10' x 45' in size at the southeast corner of the

Loading	<p>site. Two off-street loading spaces are required.</p> <p>2. The applicant proposes one alternate loading space 10' x 30' in size in the alley to the west, at the lower level of the site and one alternate loading space 10' x 18' in size at the lower level of the site, adjacent to 10th Street.</p>
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Attachment C**Site Plan dated November 23, 2016**



Attachment D

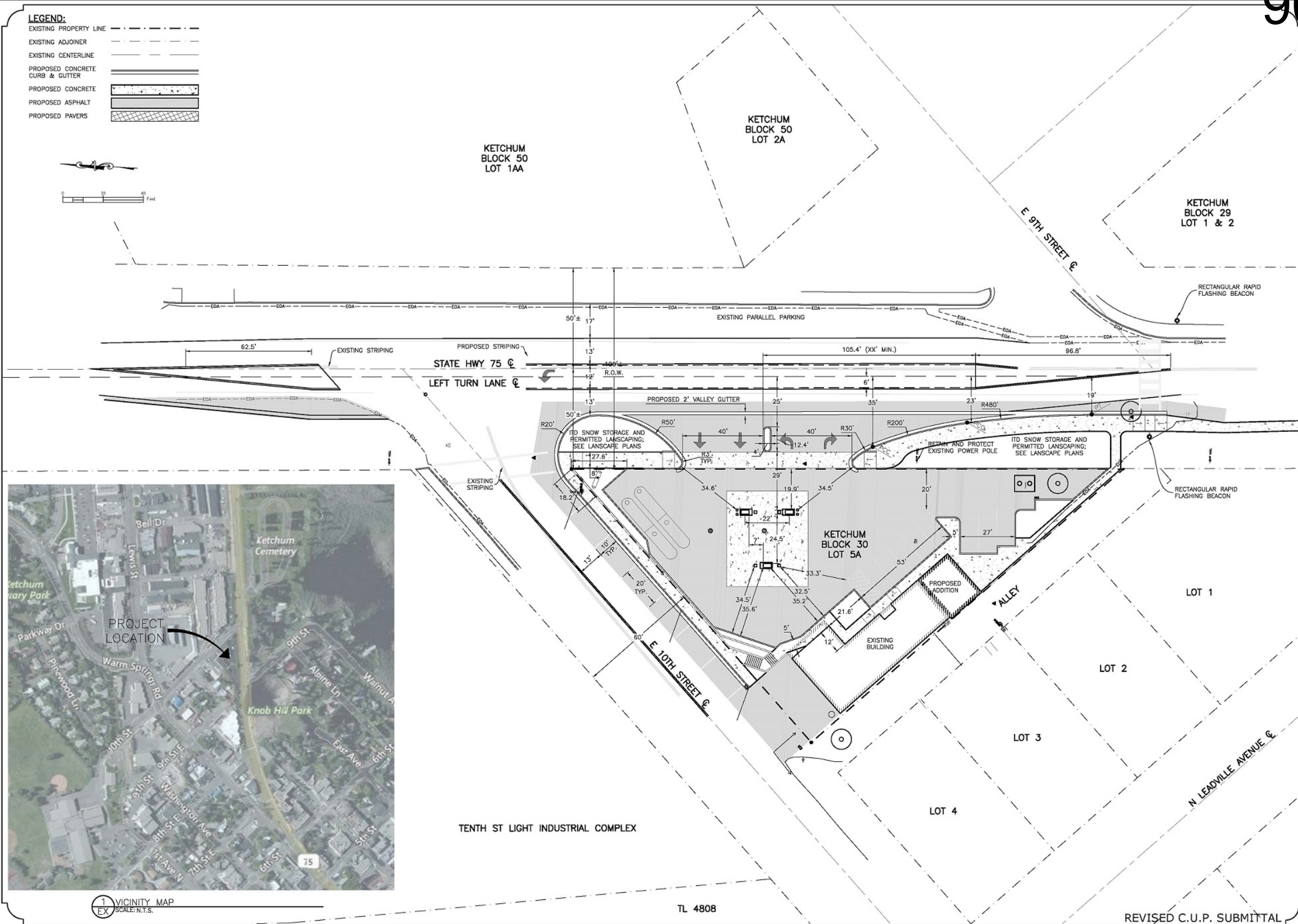
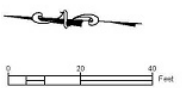
Table 3. Summary of Civil Plan Revisions

Conflict with Idaho Code §§54-1215	The preliminary improvement plan has been submitted for the Commission's review in order to aid the Commission in making a discretionary decision regarding the Conditional Use Permit application. Idaho Code §54-1215(b) requires that "In the event the final work product is preliminary in nature or contains the word 'preliminary,' such as a 'preliminary engineering report,' the final work product shall be sealed, signed and dated as a final document if the document is intended to be relied upon to make policy decisions important to the life, health, property, or fiscal interest of the public." At the time of publication of this staff report neither the new nor the previously submitted preliminary improvement plan produced by Benchmark Associates have been sealed, signed, and dated by a licensed engineer in accordance with Idaho Code §54-1215.
Fueling Pumps	The location and number of fueling pumps have been revised to match the revised site plan.
Dimensions	<p>Additional dimensions have been added and/or updated, including:</p> <ul style="list-style-type: none"> - Length of center turn lane - Setback of fuel pumps from property line - Dimensions of parking areas - Distances between fuel pumps and site features such as entrance/exit, parking spaces, etc. - Locations of proposed dry wells
Staircase	The location and configuration of the proposed staircase accessing 10th Street has been revised to match the revised site plan.

Attachment E
Preliminary Improvements Plan, revised November 23, 2016

PRELIMINARY
ONLY
NOT FOR
CONSTRUCTION

- LEGEND:**
- EXISTING PROPERTY LINE
 - EXISTING ADJOINER
 - EXISTING CENTERLINE
 - PROPOSED CONCRETE CURB & GUTTER
 - PROPOSED CONCRETE
 - PROPOSED ASPHALT
 - PROPOSED PAVERS



1 VICINITY MAP
EX SCALE: N.T.S.

REVISIONS		DATE	BY
No.	DESCRIPTION	6/3/16	SKS
1	EXTEND TURN LANE SOUTH	11/23/16	SKS
2	3 PUMP CONFIGURATION		


PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
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WEB: WWW.BMASB.COM
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**PRELIMINARY
IMPROVEMENTS PLAN**
KETCHUM TOWNSITE BLOCK 30, LOT 5A
T4N, R17E, SEC 13, B.M., BLAINE COUNTY, IDAHO
PREPARED FOR: ROY BRACKEN

DRAWN BY:	SKS
DESIGNED BY:	JPG
CHECKED BY:	SB
DATE:	05/03/16
PROJECT NO.:	16051

SHEET NUMBER
EX

REVISED C.U.P. SUBMITTAL

Attachment F

Table 4: Analysis of Vehicle Circulation Exhibits dated November 23, 2016

Exhibits Summary
<p>Conflict with Idaho Code §§54-1215</p> <p>The circulation exhibits have been submitted for the Commission’s review in order to aid the Commission in making a discretionary decision regarding the Conditional Use Permit application. Idaho Code §54-1215(b) requires that “In the event the final work product is preliminary in nature or contains the word ‘preliminary,’ such as a ‘preliminary engineering report,’ the final work product shall be sealed, signed and dated as a final document if the document is intended to be relied upon to make policy decisions important to the life, health, property, or fiscal interest of the public.” At the time of publication of this staff report none of the newly or previously submitted circulation exhibits produced by Benchmark Associates have been sealed, signed, and dated by a licensed engineer in accordance with Idaho Code §54-1215.</p> <p>Exhibits 1 – 9B</p> <p>Exhibits 1 – 9B represent on-site turn movements, and/or ingress, and/or egress movements of singular vehicle types. These exhibits model optimal turn movements that each vehicle type can make when the site is absent of real world traffic.</p> <p>Staff’s concerns raised by these exhibits generally relate to on-site pinch points and number of potential fueling positions available to a given vehicle type because real world traffic is not present.</p> <p>Exhibits 10 – 14</p> <p>Exhibits 10 – 14 represent on-site turn movements, and/or ingress movements, and/or egress movements of multiple vehicle types in each exhibit. These exhibits model optimal turn movements and circulation that each vehicle type could make in real world conditions that reflect the most congested vehicle compositions and counts observed on September 1, 2016 on the Main Street side of the Hailey Chevron.</p> <p>Staff’s concerns raised by these exhibits are the most pertinent to the impact of on-site circulation to off-site circulation in the right-of-way. The greatest circulation constraints and obstructions are described in staff’s analyses of Exhibits #10, #11, #13 and #14.</p>
Use of Terms
<p>Circulation Loop:</p> <p>Staff’s use of this term refers to the loop that vehicles entering and exiting the site make when circulating around the fueling island.</p> <p>Pinch Point:</p> <p>Staff’s use of this term means that the clearance between two points is narrow enough that circulation is constrained and free and clear movement is diminished. Pinch points may require the drivers of vehicles navigating between pinch points to reduce travel speed in order to clear the pinch point, or may require drivers of vehicles to back up or make other extra turn movements in order to clear the pinch point.</p> <p>Obstructed Circulation:</p> <p>Staff’s use of this term means that an obstacle, such as another vehicle, is positioned in such a way that a vehicle in movement cannot pass through.</p> <p>Narrow Clearance:</p>

Staff uses this term when there is 20' of clearance or less between two vehicles. Because circulation on this site involves multiple vehicles in motion navigating the circulation loop, eight parking spaces, six fueling positions, and two loading zones, 20' of clearance or less is defined as narrow clearance.

Exhibit Analysis

#1 – North-bound car & trailer site circulation (fueling options)

This exhibit models a northbound passenger vehicle towing a camper trailer 48.7' in length circulating onto the site and maneuvering into several fueling positions when there are no other vehicles on site.

The northbound vehicle has four possible fueling positions shown:

1. East side of pump #3
 - a. In this position there is 24.7' of clearance at the entrance of the site, 18' of clearance at the exit to the site.
2. West side of pump #3
3. East side of pump #1
4. West side of pump #1
 - a. In this position there is 10.1' of clearance to the north and 17.6' of clearance to the south.

Staff's concerns include:

1. Narrow clearance at the north of the circulation loop when a vehicle is in position at the east side of Pump #1.
 - a. The exhibit indicates a narrow margin of error for this vehicle type to navigate the circulation loop when the east side of Pump #1 is occupied.
2. Obstructed circulation at the north of the circulation loop when a vehicle is in position at the west side of Pump #1.
 - a. The exhibit indicates circulation movements are completely obstructed when the west side of Pump #1 is occupied.
3. There are only four (4) potential fueling positions available for a north-bound vehicle of this type: east and west sides of Pump #2, east and west sides of Pump #1.
4. In real world conditions, only two (2) potential fueling positions allow for the circulation loop to remain unencumbered: east and west sides of Pump #3. However, in order to access Pump #3, Pump #2 must also be open.

#2 – North-bound box truck site circulation (fueling and queue options)

This exhibit models a northbound box truck 30' in length circulating onto the site and maneuvering into several fueling positions and the designated loading space located at the northeast corner of the site when there are no other vehicles on site.

The northbound vehicle has four possible fueling positions shown:

- 1. East side of pump #3**
 - a. In this position there is 32.8' of clearance to the north and 26.7' of clearance to the south.**
- 2. West side of pump #3**
- 3. East side of pump #1**
- 4. West side of pump #1**
 - a. In this position there is 13.8' of clearance to the north and 23.3' of clearance to the south.**

Staff's concerns include:

1. There are only four (4) potential fueling positions out of six (6) potential fueling positions for this vehicle type: east or west side of Pump #3 and east or west side of Pump #1.
 - a. Fueling at pump #2 would result in the box truck encroaching into the north side of the circulation loop.
2. When this vehicle type fuels on the west side of Pump #1 a pinch point is created.
3. Northbound box trucks must complete on-site the circulation loop and back up into a fueling position, and in real world conditions this could impact the ability of other vehicles attempting to exit the site.

#3 – North-bound car site circulation (fueling options)

This exhibit models a north-bound passenger vehicle 19' in length circulating onto the site, maneuvering into several fueling positions, and queuing when there are no other vehicles on site.

The northbound vehicle can maneuver into all six fueling positions.

Additionally, the exhibit depicts passenger vehicles stacked and queuing on the west side of pump #2 and the east and west sides of pump #1.

Staff's concerns include:

1. This exhibit models eleven (11) passenger vehicles on site, and illustrates that there is space for passenger vehicles to queue on the east and west sides of pump #1, without impacting on-site circulation for other passenger vehicles.

While this scenario is unlikely to occur based on the conditions observed at the Chevron Hailey (a maximum of five (5) passenger vehicles and two (2) commercial vehicles comprised the most congested observation), this exhibit raises a concern about queuing on the west side of pump #2.

While there is room for a passenger vehicle to queue on the east or west side of pump #1, there is not enough room for a passenger vehicle to queue north of pump #2. If a passenger vehicle queued in this position during real world conditions, a pinch point is created at the ingress to the site, which could impact the ability of subsequent vehicles to enter the site, and thereby could impact traffic flow in the

right-of-way.

#4 – South-bound car & trailer site circulation

This exhibit models a south-bound passenger vehicle towing a camper trailer 48.7' in length circulating onto the site and maneuvering into several fueling positions when there are no other vehicles on site.

The south-bound vehicle has four possible fueling positions shown:

1. East side of pump #3
 - a. In this position there is 23.8' of clearance at the entrance of the site, 18.5' of clearance at the exit to the site.
2. West side of pump #3
3. East side of pump #1
4. West side of pump #1
 - a. In this position there is 8.6' of clearance to the north and 17.9' of clearance to the south.

Staff's concerns include:

1. Narrow clearance at the north of the circulation area when vehicle is in position at the east or west side of Pump #1. This creates constrained on-site circulation, especially when this vehicle type is in position at the west side of pump #1, where the clearance is only 8.6'
 - a. The exhibit indicates circulation movements of this vehicle type intersecting with the placement of the vehicle on both the east and west side of pump #1.
2. There are only four (4) potential fueling positions out of six (6) potential fueling positions for this vehicle type (fueling at the east or west side of Pump #2 would cause the vehicle to encroach into the circulation area north of the fueling islands, which would constrict site circulation).
3. Two (2) of the six (6) fueling positions available to this vehicle type (east and west sides of pump #3) are dependent on other fueling positions (east and west sides of pump #2) being open.
4. If pump #1 is not utilized by this vehicle type due to constraints on circulation, only the two (2) fueling positions that depend on other fueling positions being open (east and west sides of pump #3) are available to this vehicle type. During the peak hour when vehicles may fuel in non-optimal positions, which could cause on-site congestion to impact vehicle ingress into the site and thereby traffic flow in the right-of-way.
5. South-bound vehicles must complete on-site the circulation loop and back up into a fueling position, and in real world conditions this could impact the ability of other vehicles attempting to exit the site.

#5 – South-bound box truck site circulation (fueling and queue options)

This exhibit models a south-bound box truck 30' in length circulating onto the site and maneuvering into several fueling positions and the designated loading space located at the northeast corner of the site when there are no other vehicles on site.

The south-bound box truck has four possible fueling positions shown:

- 1. East side of pump #3**
 - a. In this position there is 32.8' of clearance to the north and 26.5' of clearance to the south.**
- 2. West side of pump #3**
- 3. East side of pump #1**
- 4. West side of pump #1**
 - a. In this position there is 14.6' of clearance to the north and 23.7' of clearance to the south.**

Staff's concerns include:

1. A pinch point is created when this vehicle type occupies the west side of Pump #1.
2. The box truck must complete the circulation loop and back up into a fueling position for Pump #3 and the east site of Pump #1. In real world conditions this could impact the ability of other vehicles attempting to exit the site.
4. There are only four (4) potential fueling positions out of six (6) potential fueling positions for this vehicle type: east or west side of Pump #3 and east or west side of Pump #1.
 - a. Fueling at pump #2 would result in the box truck encroaching into the north side of the circulation loop.
5. Two (2) fueling positions (east and west side of Pump #3) are dependent on the east or west sides of Pump #2 being open, and one (1) fueling position (west side of Pump #1) creates a pinch point at the north side of the circulation loop. Therefore, there is only one optimal fueling position out of six available to southbound box trucks.

#6 – South-bound car site circulation (fueling options)

This exhibit models a south-bound passenger vehicle 19' in length circulating onto the site, maneuvering into several fueling positions, and queuing when there are no other vehicles on site.

The south-bound vehicle can maneuver into all six fueling positions.

Additionally, the exhibit depicts passenger vehicles stacked and queuing on the west side of pump #2 and the east and west sides of pump #1.

Staff's concerns for the south-bound passenger vehicles are the same as the concerns for the north-bound passenger vehicles:

1. This exhibit models eleven (11) passenger vehicles on site, and illustrates that there is space for passenger vehicles to queue on the east and west sides of pump #1, without impacting on-site circulation for other passenger vehicles.

While this scenario is unlikely to occur based on the conditions observed at the Chevron Hailey (a maximum of five (5) passenger vehicles and two (2) commercial vehicles comprised the most congested

observation), this exhibit raises a concern about queuing on the west side of pump #2.

Although there is room for a passenger vehicle to queue on the east or west side of pump #1, there is not enough room for a passenger vehicle to queue north of pump #2. If a passenger vehicle queued in this position during real world conditions, a pinch point is created at the ingress to the site, which could impact the ability of subsequent vehicles to enter the site, and thereby could impact traffic flow in the right-of-way.

#7A – Car & trailer site north-bound exit circulation

This exhibit models the north-bound egress movements of a 48.7' passenger vehicle towing a camper trailer when no other vehicles are on site.

Staff's concerns include:

1. When in position on the east side of Pump #3, this vehicle type must first back up into the site entrance, in order to make a north-bound exit from the site. While the vehicle is backing up the entrance to the site will be blocked and other vehicles attempting to access the site may be forced to queue at the entrance to the site, which could create impede traffic flow in the right-of-way.

Additionally, when this vehicle type is fueling at the east side of Pump #3 there is only 18' of clearance between the fueling vehicle and the site exit. The exhibit illustrates the movement path of the exiting vehicle has narrow clearance.

2. When in position on the west side of Pump #3, this vehicle type must first maneuver to the southeast corner of the site, then must back up to the western corner of the site, in order to exit the site.

#7B – Car & trailer site south-bound exit circulation

This exhibit models the south-bound egress movements of 48.7' passenger vehicle towing a camper trailer when no other vehicles are on site.

Staff's concerns for south-bound egress movements are the same as the concerns for north-bound egress movements of this vehicle type:

Staff's concerns include:

1. When in position on the east side of Pump #3, this vehicle type must first back up into the site entrance, in order to make a north-bound exit from the site. While the vehicle is backing up the entrance to the site will be blocked and other vehicles attempting to access the site may be forced to queue at the entrance to the site, which could create impede traffic flow in the right-of-way.

Additionally, when this vehicle type is fueling at the east side of Pump #3 there is only 18' of clearance between the fueling vehicle and the site exit. The exhibit illustrates the movement path of the exiting vehicle has narrow clearance.

2. When in position on the west side of Pump #3, this vehicle type must first maneuver to the southeast corner of the site, then must back up to the western corner of the site, in order to exit the site.

#8A – Box truck site north-bound exit circulation

This exhibit models the north-bound egress movements of a 30' box truck when no other vehicles are on site.
<p>Staff's concerns for this vehicle type similar to the concerns for the egress movements of south-bound and north-bound passenger vehicles towing campers:</p> <ol style="list-style-type: none"> 1. When in position on the east side of Pump #3, this vehicle type must first back up into the site entrance, in order to make a north-bound exit from the site. While the vehicle is backing up the entrance to the site will be blocked and other vehicles attempting to access the site may be forced to queue at the entrance to the site, which could create impede traffic flow in the right-of-way. 2. When in position on the west side of Pump #3, this vehicle type must first maneuver to the southeast corner of the site, then must back up to the western corner of the site, in order to exit the site.
#8B – Box truck site south-bound exit circulation
This exhibit models the south-bound egress movements of a 30' box truck when no other vehicles are on site.
<p>Staff's concerns for this vehicle type similar to the concerns for the egress movements of south-bound and north-bound passenger vehicles towing campers:</p> <ol style="list-style-type: none"> 1. When in position on the west side of Pump #3, this vehicle type must first maneuver to the southeast corner of the site, then must back up to the western corner of the site, in order to exit the site.
#9A – Car site north-bound exit circulation
This exhibit models the north-bound egress movements of a 19' passenger vehicle when no other vehicles are on site.
<p>Staff's concerns include:</p> <ol style="list-style-type: none"> 1. Narrow clearance for vehicles exiting the site when a passenger vehicle is fueling on the east side of Pump #1.
#9B – Car site south-bound exit circulation
This exhibit models the south-bound egress movements of a 19' passenger vehicle when no other vehicles are on site.
<p>Staff's concerns are the same as the concerns raised by Exhibit #9a:</p> <ol style="list-style-type: none"> 1. Narrow clearance for vehicles exiting the site when a passenger vehicle is fueling on the east side of Pump #1.
#10 – Configuration 1 – Truck and Trailer Queuing, Box Truck Delivery
<p>This exhibit models a passenger vehicle towing a camper queued on-site, circulation of a 30' box truck into a designated loading space , and circulation and stationary positions of passenger vehicles.</p> <p>The exhibit illustrates the most congested number of vehicles and vehicle composition observed utilizing the Main Street fuel pumps at the Hailey Chevron during the peak hour on September 1, 2016.</p>

Staff's concerns include:

1. When a passenger vehicle is not optimally located in the fueling position on the east side of Pump #2 and a passenger vehicle towing a camper is queued on site as shown in the exhibit a pinch point is created at the entrance to the site and circulation is partially obstructed. The exhibit illustrates that a passenger vehicle can navigate through the narrow clearance, but there is minimal room for error. The exhibit illustrates that a box truck can navigate through the narrow clearance with only inches of clearance. For other vehicle types the narrow clearance may be impassable, which could cause a back-up that impacts the movement of traffic in the right-of-way.

Additionally, while the passenger vehicle is not parked optimally on the east side of Pump #2 in this exhibit, the same condition of partial obstruction/narrow clearance would exist if an oversized vehicle such as a box truck were parked on the east side of Pump #2 and a passenger vehicle towing a camper were queued as shown in the exhibit.

2. The entrance to the site is the most optimal location for a passenger vehicle towing a camper to queue, other than the designated loading spaces located at the southeast and northeast corners of the site (see Architectural Site Plan, dated November 23, 2016, for locations of designated loading spaces). For example, if a passenger vehicle towing a camper queues further west into the interior of the site and within the circulation loop, the circulation loop is partially obstructed, which could prevent the on-site circulation of all other vehicles accessing the site.
3. Although there are two designated loading spaces, as required by Section 17.125.050, these loading spaces are designated for the unloading of commercial goods necessary to the use to operate. This exhibit illustrates that there are no designated parking spaces for oversized passenger vehicles, such as vehicles towing RVs, vehicles towing landscaping trailers, and so forth, to park on-site.

While the Architectural Site Plan dated November 23, 2016, indicates a third, alternative loading space in the alley that is accessible from 10th Street, and it could be proposed that one loading space accessible from 10th Street could be designated as an oversize vehicle parking space, staff does not recommend this because an exhibit has not been provided to illustrate that a box-truck 30' in length or a semi-trailer 45' in length could safely access the loading area in the alley without impacting the safety of pedestrians and vehicles on 10th Street.

4. In the real-world conditions modeled in this exhibit, both a north-bound and a south-bound box truck are required to make multi-point turn maneuvers in order to circulate to the designated loading space at the southeast corner of the site.
5. When a passenger vehicle is not optimally parked on the west side of Pump #1 there is narrow clearance for the circulating box truck, as illustrated in the exhibit.

#11 – Configuration 2 – Truck and Trailer Fueling, Box Truck Queuing/Delivering

This exhibit models a passenger vehicle towing a camper fueling on-site, circulation of 30' box trucks into designated loading spaces, and stationary positions of passenger vehicles.

The exhibit illustrates the most congested number of vehicles and vehicle composition observed utilizing the Main Street fuel pumps at the Hailey Chevron during the peak hour on September 1, 2016.

Staff's concerns include:

1. In real world conditions, when a passenger vehicle towing a camper is fueling on the west side of Pump #1, a pinch point is created in the north side of the circulation loop. As illustrated in this exhibit, a box truck maneuvering to the designated loading space in the northeast corner of the site must back up into place, and the ability to do so is constrained by the passenger vehicle towing the camper fueling at Pump #1.
2. As depicted in the exhibit, the path that the passenger vehicle towing the camper uses to navigate onto the site and into position at Pump #1 overlaps with the stationary position of the box truck that is parked in the designated loading space at the northeast corner of the site. If a box truck were to arrive to the site first the ability of the passenger vehicle towing the camper to enter the site and/or circulate the site would be constrained.
3. While there is an alternate loading space at the southeast corner of the site, it cannot be guaranteed that a box truck will always be able to navigate to the alternate loading space as depicted in the exhibit. For example, if a vehicle or vehicles are queuing to exit the site, the path depicted in the exhibit may be obstructed, causing the box truck or a similarly or larger vehicle to queue at the entrance to the site, which could impact the flow of traffic in the right-of-way.

#12 – Configuration 3 – Truck and trailer fueling, box truck fueling

This exhibit models a passenger vehicle towing a camper fueling on-site, a 30' box trucks fueling on-site, and stationary positions of passenger vehicles.

The exhibit illustrates the most congested number of vehicles and vehicle composition observed utilizing the Main Street fuel pumps at the Hailey Chevron during the peak hour on September 1, 2016.

Staff's concerns include:

1. The turn movements of the passenger vehicle towing a camper, when maneuvering into and out of fueling position, require the vehicle to temporarily obstruct the exit and entrance to the site.
2. Narrow clearance in the north side of the circulation loop when a box truck is fueling on the west side of Pump #1.

#13 – Circulation with fuel truck on site

This exhibit depicts a 35' length Kellerstrass fuel delivery truck on site in the fueling position, five passenger vehicles on site, and a passenger vehicle towing a trailer and a box truck both circulating the site and exiting the site.

Staff's concerns include:

1. The fuel delivery truck depicted in this exhibit is labeled a Kellerstrass truck, 35' in length.

The previous fuel truck exhibits submitted for the October 11, 2016 meeting, indicate a fuel truck with trailer connected to the truck by a hitch. The letter dated October 1, 2016 from Kellerstrass oil references the ability of a truck and trailer with two pivot points being able to maneuver the proposed Bracken station site.

While a 35' length fuel truck is depicted in the exhibit, there is no guarantee that larger fuel delivery trucks will not deliver fuel to the site in the future, if the gas station changes ownership, for example. This exhibit does not reflect what on-site circulation would look like, and any impact that on-site circulation may have to traffic in the right-of-way, if a larger fuel delivery truck were utilizing the site.

The fuel truck measurement exhibit submitted by the applicant for the October 11, 2016 meeting indicates fuel trucks up to 84'4" in length.

2. Additionally, while a note on the exhibit expresses the intent applicant's intent of having fuel deliveries only take place during non-peak hours, and states that a "majority of deliveries will take place from 2 AM – 4 AM", this cannot be guaranteed. The letter previously submitted by the applicant from Kellestrass Oil, dated September 23, 2016, states only that Kellestrass Oil will make fuel deliveries during "non-high traffic times" and that Kellestrass will "work with Roy Bracken to make sure our fuel deliveries are planned well in advance so that his staff is prepared and that our drivers can make quick and safe deliveries as to not interfere with customers and traffic flow on site and with highway traffic." The letter does not indicate what "non-high traffic" times are, or that fuel deliveries will only be made when the gas station is closed, for example.
3. As depicted in the exhibit, there is not a designated place for oversize vehicles patronizing the proposed use, such as a passenger vehicle towing a camper, or a passenger vehicle towing a landscaping trailer, to queue on site. The queuing location depicted in Exhibit 10 would not be available when a fuel delivery truck is on site. While some oversized vehicles may circulate and exit the site without stopping, as modeled in the exhibit, in a real world condition a customer needing gas or items from the retail store may opt to park elsewhere on the site anyhow; such actions cannot be prevented and may result in obstructions to the ingress movements of other vehicles entering the site, which could impact traffic in the right-of-way.
4. There is narrow clearance for the box truck and the passenger vehicle towing the camper to exit the site when a passenger vehicle is in position on the east side of Pump #3.

#14 – Semi-truck on-site delivery

This exhibit models north-bound and south-bound 45' length semi-trucks circulating the site and maneuvering to the southeast loading area while five passenger vehicles are stationary on site.

Staff's concerns include:

1. The previously submitted "Semi-Truck Delivery Circulation" exhibit, dated September 30, 2016, contains notes stating "Deliveries made by trucks larger than a WB-40 shall be made in the alley," and "Deliveries will be scheduled so no more than two trucks (one in loading zone and one in alley) are on site at once."

This new exhibit does not contain such notes. However, the previous notes raise concerns regarding the ability of delivery trucks greater than 45' in length to maneuver into the alley adjacent to the site and the ability of delivery trucks greater than 45' in length to circulate the site itself, should the alley not be a feasible option due to the ability of 45' or greater semi-trucks to enter and exit the alley, or to enter and exit the alley without impacting vehicle traffic on 10th Street.

2. The ability of the 45' length semi-truck to circulate this site is constrained due to the size of the site itself.

For example:

- a. There is narrow clearance for a southbound semi-truck to enter the site while a passenger vehicle is fueling on the east side of Pump #2;
 - b. The wheel path of the semi-truck in the circulation loop requires the entire circulation loop to be unobstructed (without oversize vehicles queuing on the north side of the circulation loop as shown in Exhibit #10, or passenger vehicles queuing as shown in Exhibits #3 and #6);
 - c. The west side of Pump #1 must be closed in for the semi-truck to circulate, otherwise circulation of the semi-truck could be obstructed (as would occur if a box truck were fueling on the west side of Pump #1, as shown in Exhibits #2, #5, #8a, and #8b, or if a passenger vehicle towing a camper were fueling on the west side of Pump #1 as shown in Exhibits #1, #2, #7a and #7b).
3. While the semi-truck is in position in the loading zone at the southeast corner of the site a vehicle parked in the southernmost parking space would not be able to exit the parking space.

Attachment G

Circulation Exhibits and Submittal Letter from Benchmark Associates dated November 23, 2016

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512 : Facsimile 208-726-9514

November 23, 2016

City of Ketchum Planning and Engineering Staff
City of Ketchum Planning and Zoning Commissioners
PO Box 2315
480 East Ave. N.
Ketchum, ID 83340

Subject: Bracken Station Traffic Composition

City of Ketchum Staff and Commissioners,

On behalf of Roy Bracken, the Bracken Station design team is pleased to submit the attached revised site plan making the following adjustments to improve on site circulation:

1. Removed one western fuel pump.
2. Shifted fuel pumps west and centered western pump.
3. Reduced building footprint and moved sidewalk in front of northern most section of building.
4. Removed landscaping near entry sign and stairs.

We have prepared 17 exhibits to show on-site circulation of anticipated traffic. Vehicle composition and counts shown in exhibits 10-12 were extracted from data collected at the four eastern pumps (Main Street facing pumps) at the existing Chevron gas station, located at 209 S Main Street, Hailey, Idaho, 83333. Data was also collected for the 3 western pumps (alley facing pumps); however, this data was not used for the circulation analysis of Bracken Station. Commercial vehicular traffic at the alley pumps was observed to make up approximately 27% of the total vehicle traffic and made up only 7% of vehicular traffic at the Main Street pumps.

The revised Exhibit 13 shows only the fuel truck delivering fuel on site and proves that it is possible for a fuel delivery vehicle to access the site and serve the station. The applicant intends to field test the ability of a fuel truck and trailer to circulate the proposed Bracken Station upon construction completion.

Preliminary comments were received from city staff based upon draft circulation exhibits. Below are the comments received and Benchmark Associates' responses.

Exhibits 7, 8, 9

- *Staff's Comment:* Create a 7a, 8a, and 9a that indicate and only show northbound exit movements.
- *Benchmark Associates' Response:* See exhibits 7a, 8a, and 9a.

Exhibit 11

- *Staff's Comment:* Show turn movement of car towing a camper exiting site.
- *Benchmark Associates' Response:* Shown.

Exhibit 12

- *Staff's Comment:* Show turn movement of car towing a camper exiting site.
- *Benchmark Associates' Response:* Shown.

Exhibit 13

- *Staff's Comment:* Indicate passenger vehicles in position on the west sides of pumps #2 and #3 with the vehicle at #2 positioned as in Exhibit 10 and the vehicle at pump #3 positioned as in Exhibit 11. Show three other passenger vehicles parked elsewhere on site.
- *Benchmark Associates' Response:* Exhibit 13 has been revised to show passenger vehicles parked as requested by staff.

Additional General Note

- *Staff's Comment:* Ensure that no exhibits show any vehicles queuing in areas that are designated for snow storage. For example, Exhibit 11 shows a box truck queued in an area that a previous version of the site plan designated for snow storage.
- *Benchmark Associates' Response:* See sheet A-2 for delivery and snow melt/storage designated areas.

Contact me with any questions or concerns, and we will respond as quickly as possible. Please note that exhibits shall not be used or reproduced without written consent from Benchmark Associates.

Sincerely,



Samantha Stahlnecker

Attachments:

Architectural Site Plan
Civil Site Plan
Site Circulation Exhibits

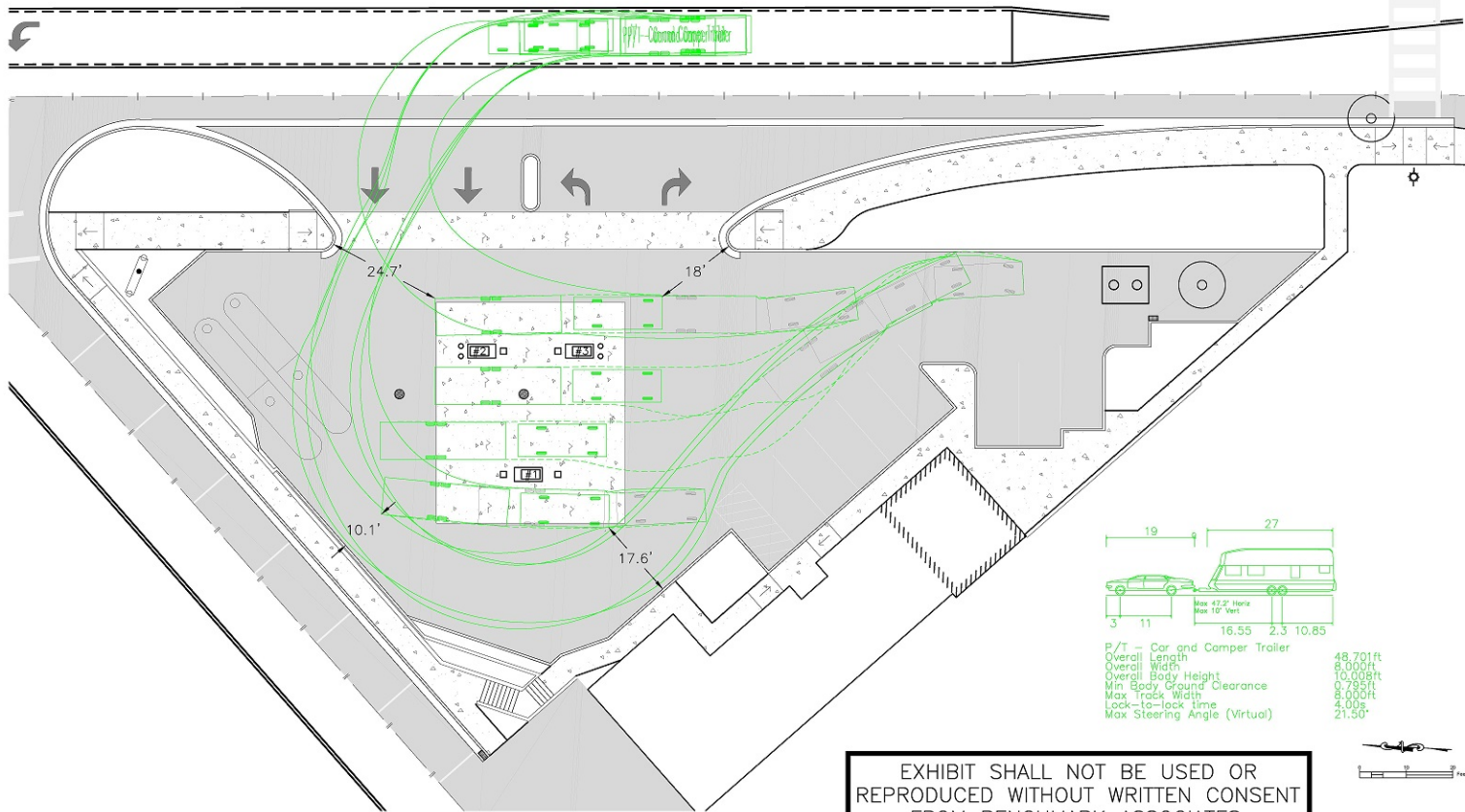


EXHIBIT 1: NORTH-BOUND CAR & TRAILER SITE CIRCULATION (FUELING OPTIONS)

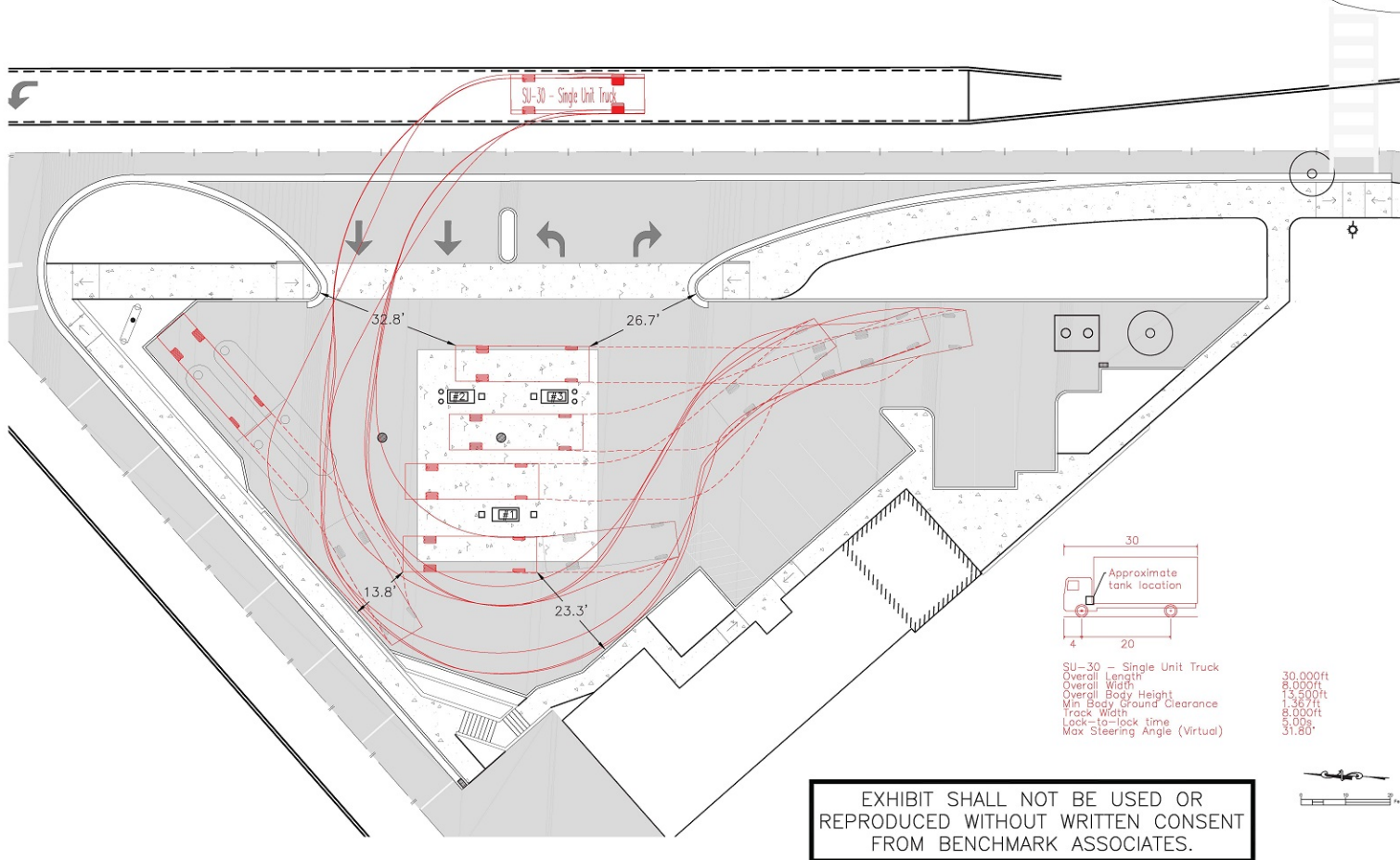
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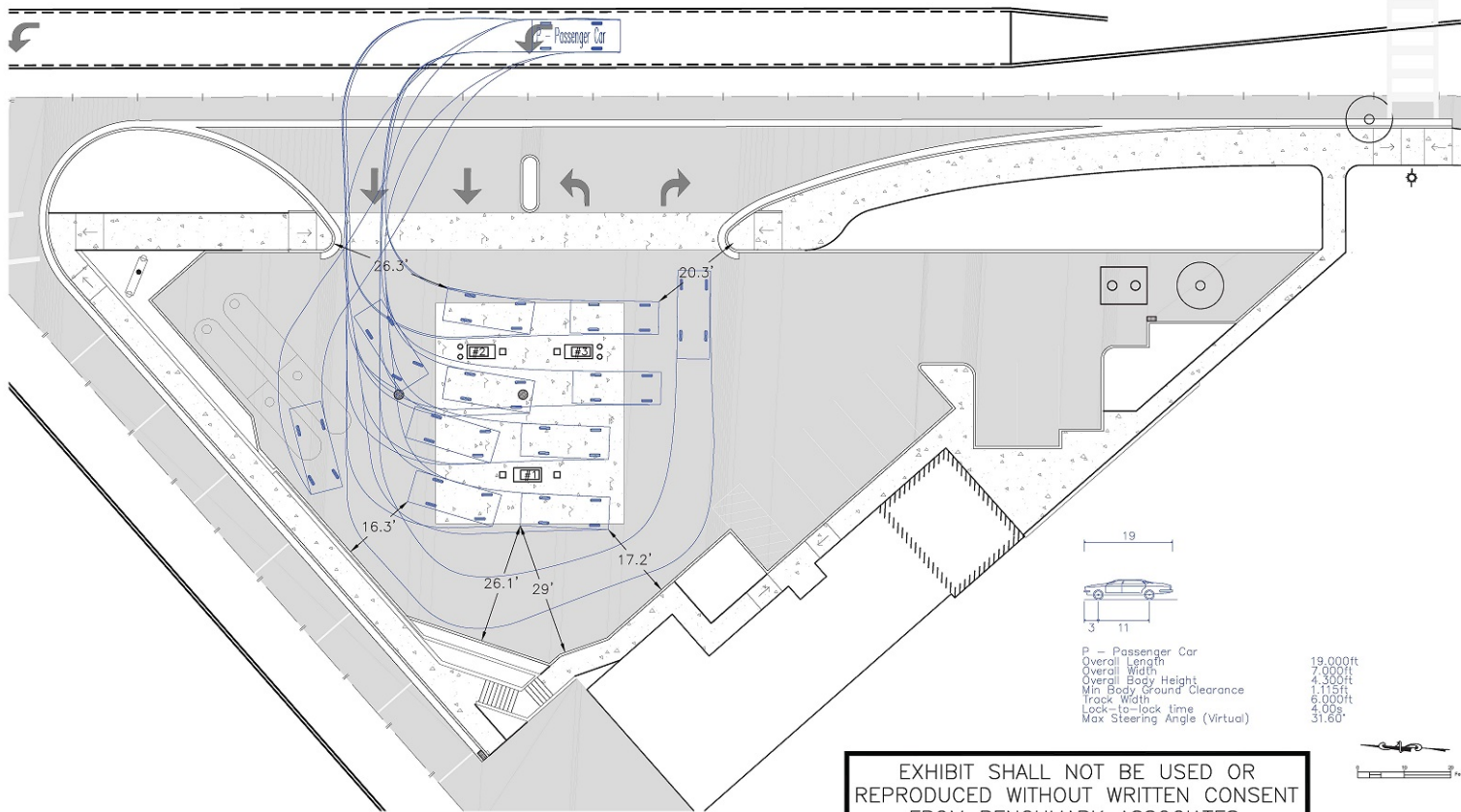
NOVEMBER 23RD, 2016

SHEET 1 OF 17

Page 31 of 76







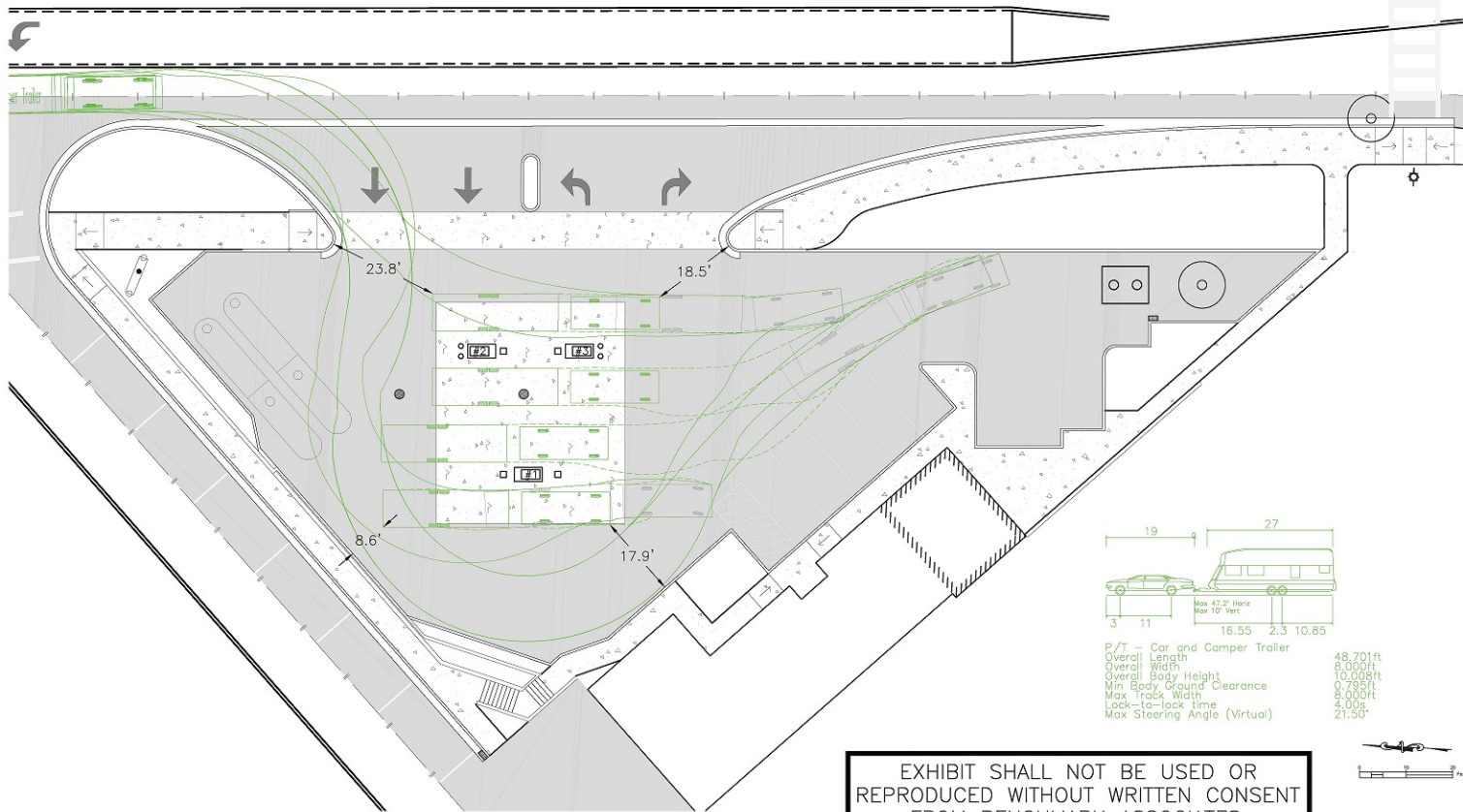
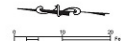


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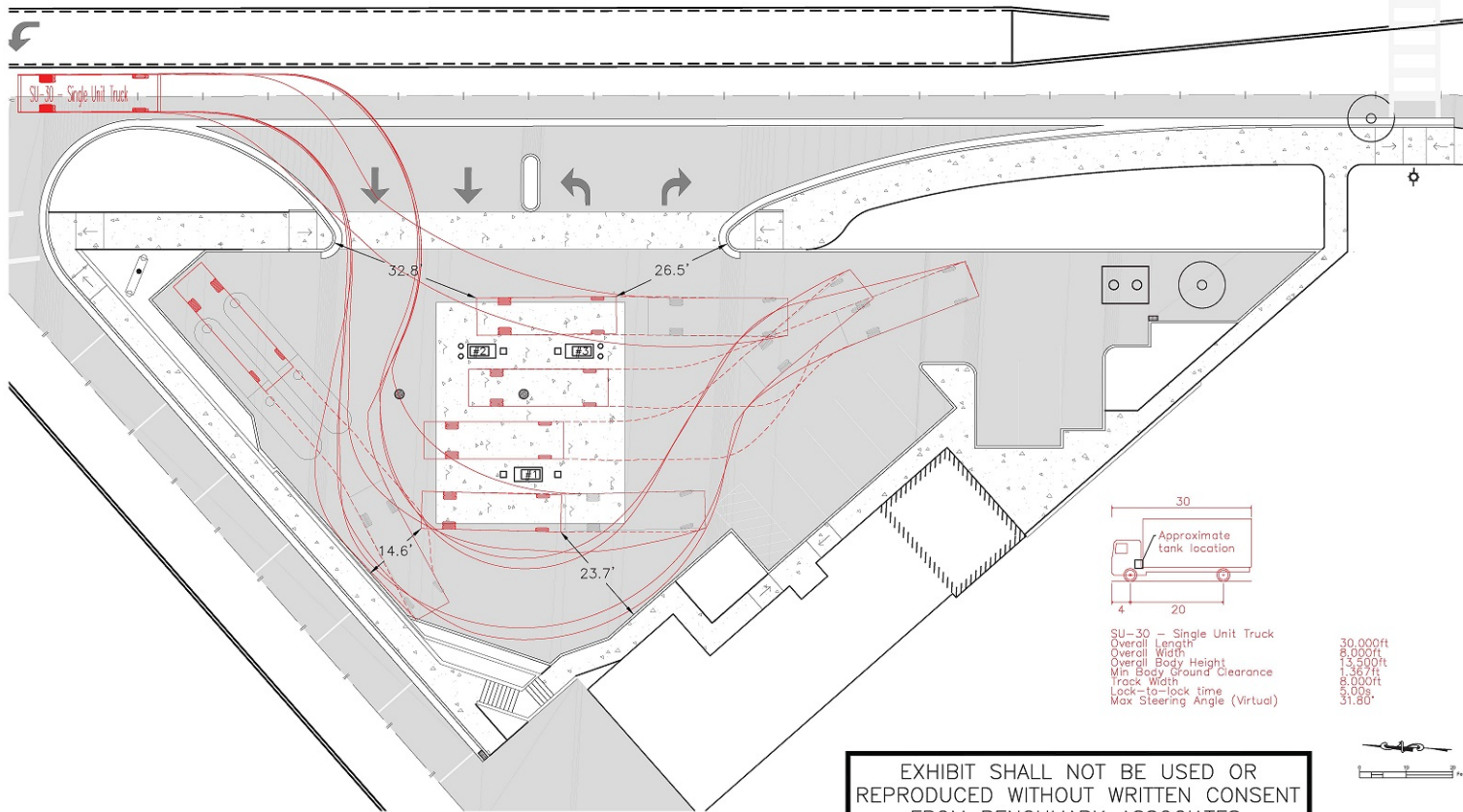


EXHIBIT 5: SOUTH-BOUND BOX TRUCK SITE CIRCULATION (FUELING AND QUEUE OPTIONS)

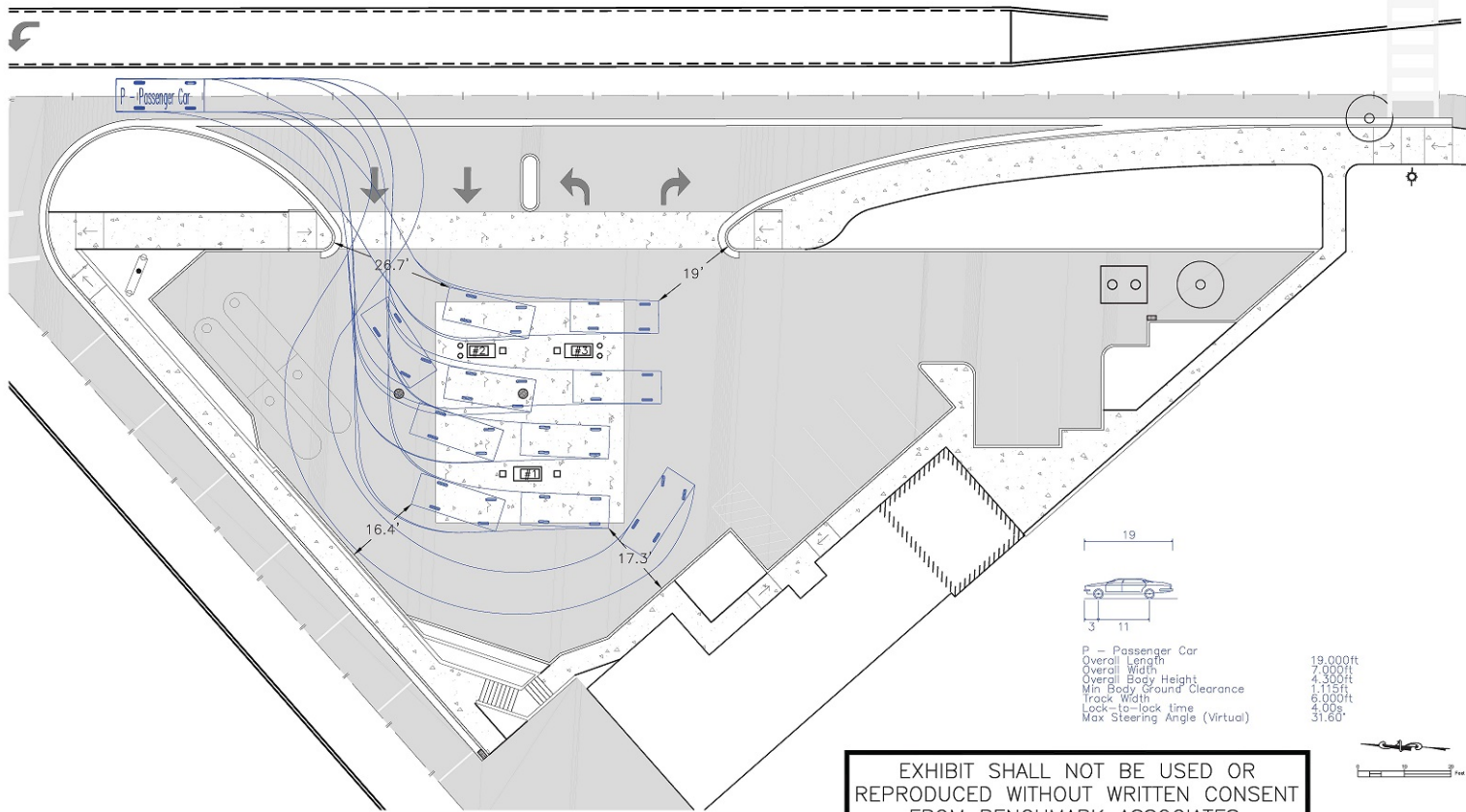
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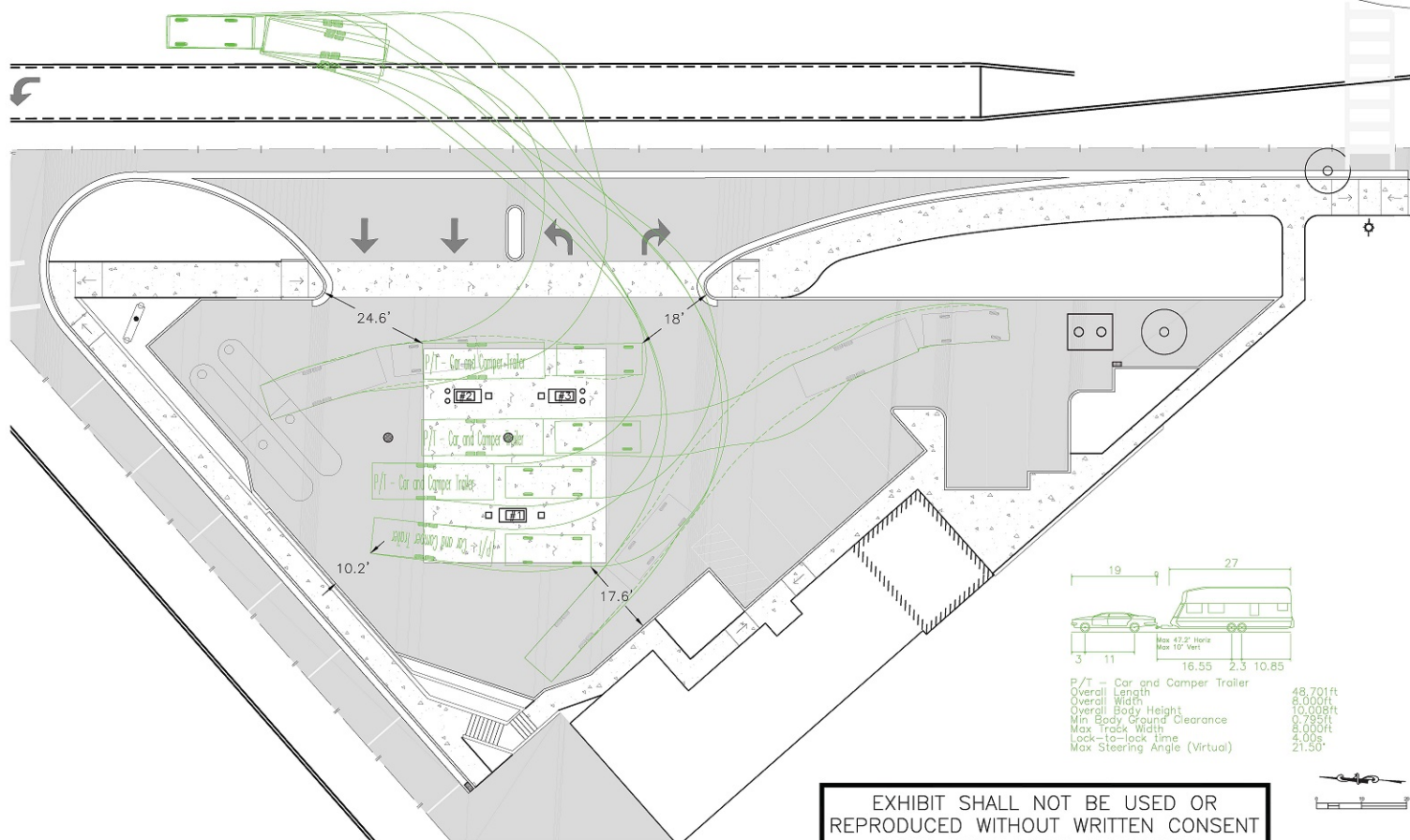
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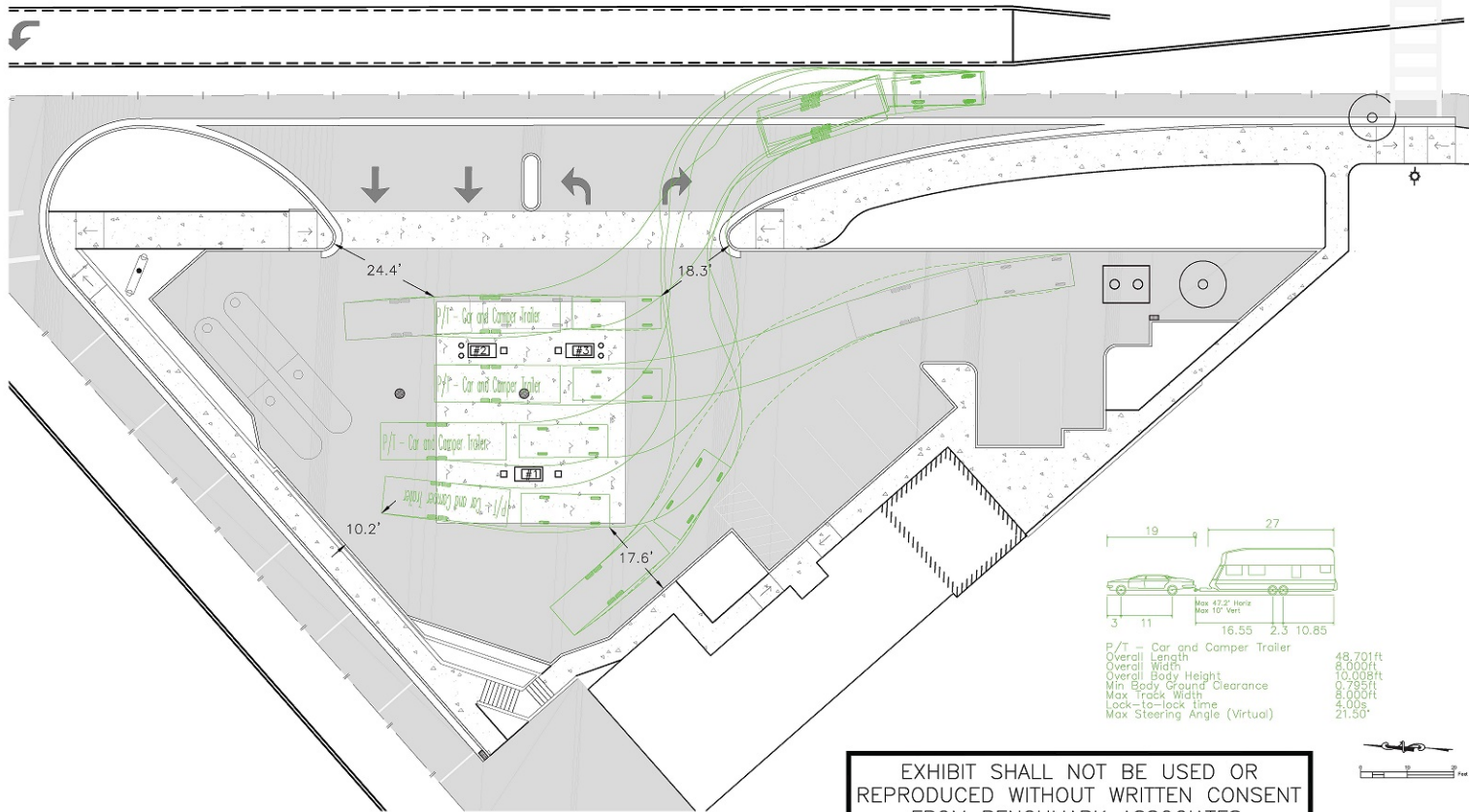
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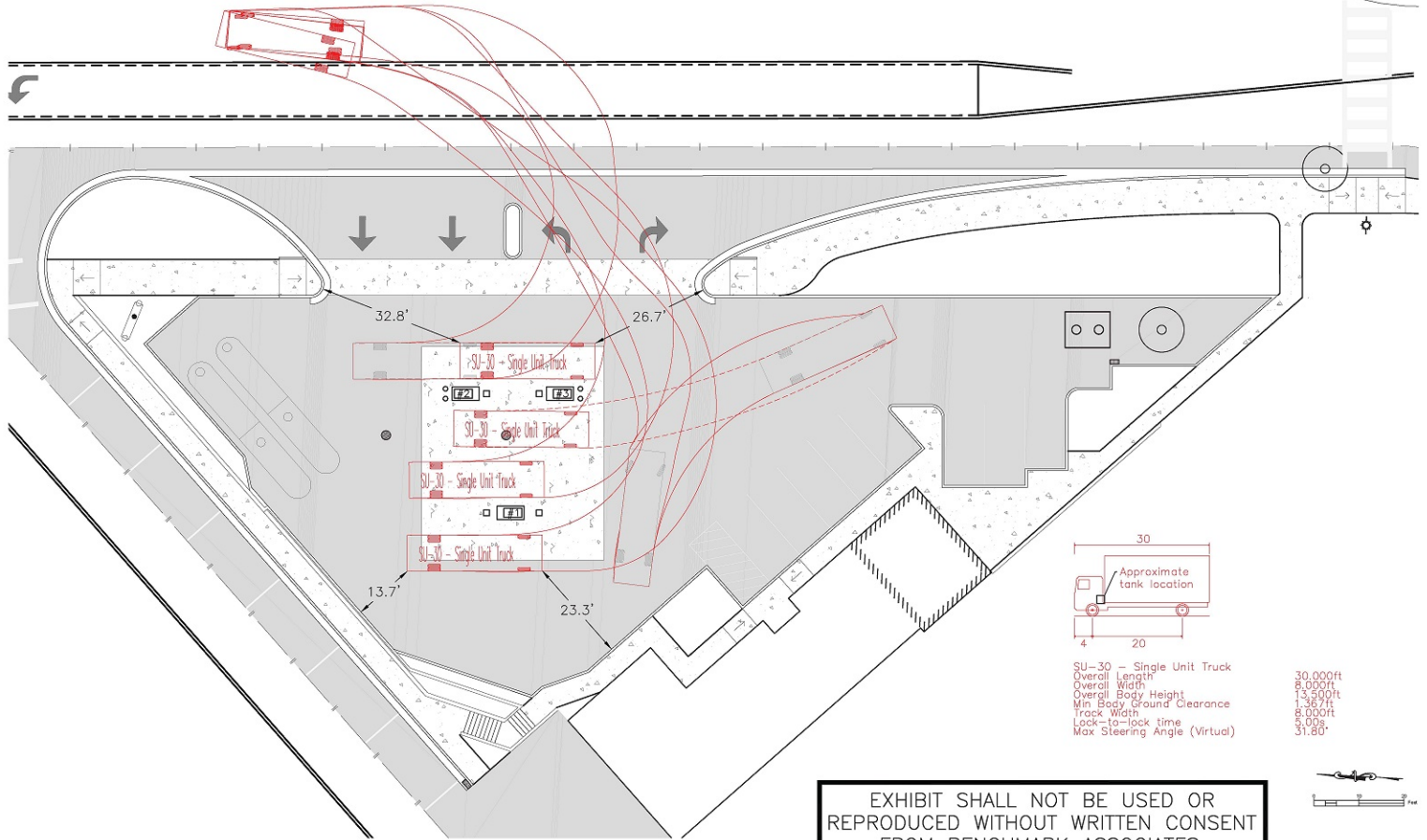
Page 35 of 76

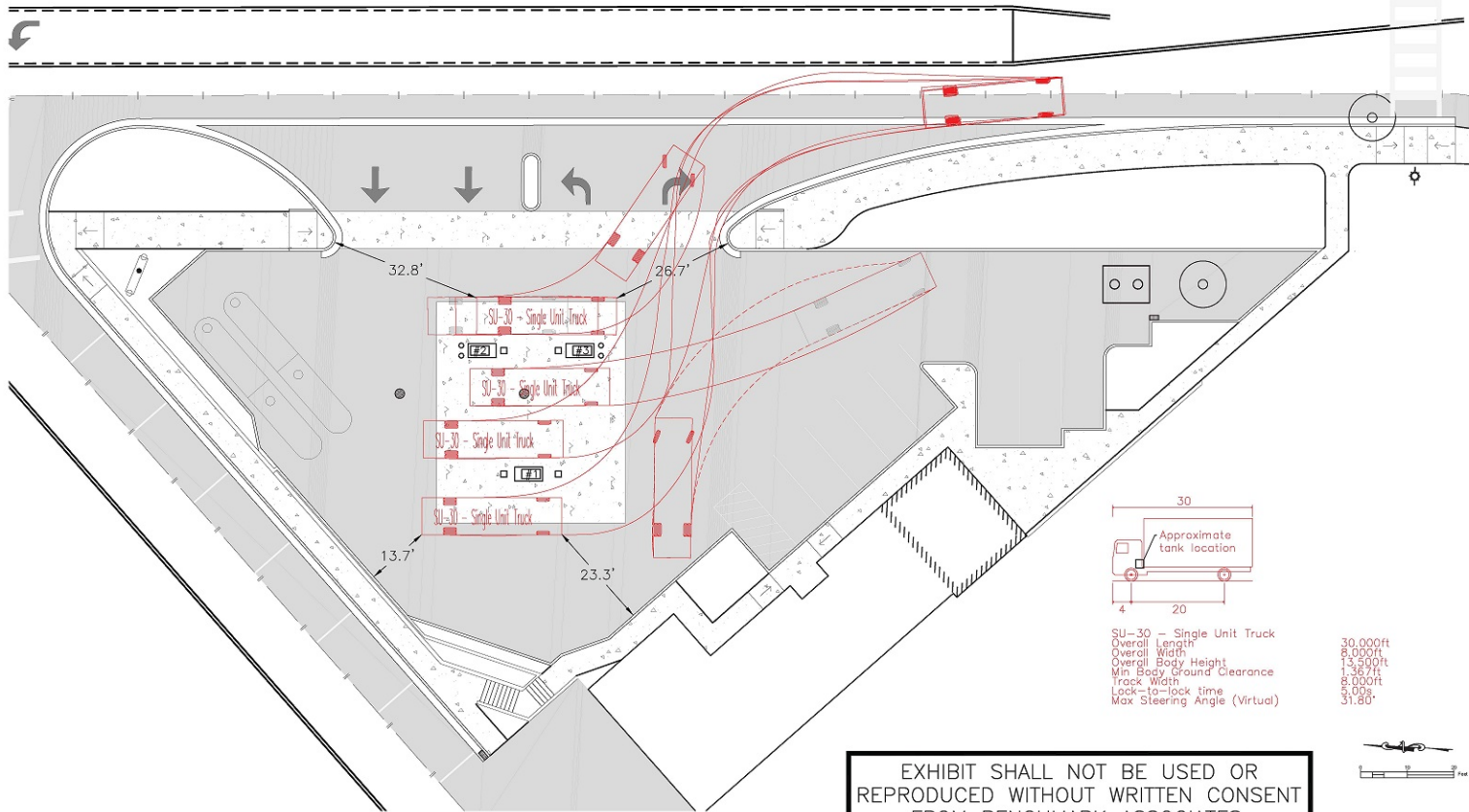


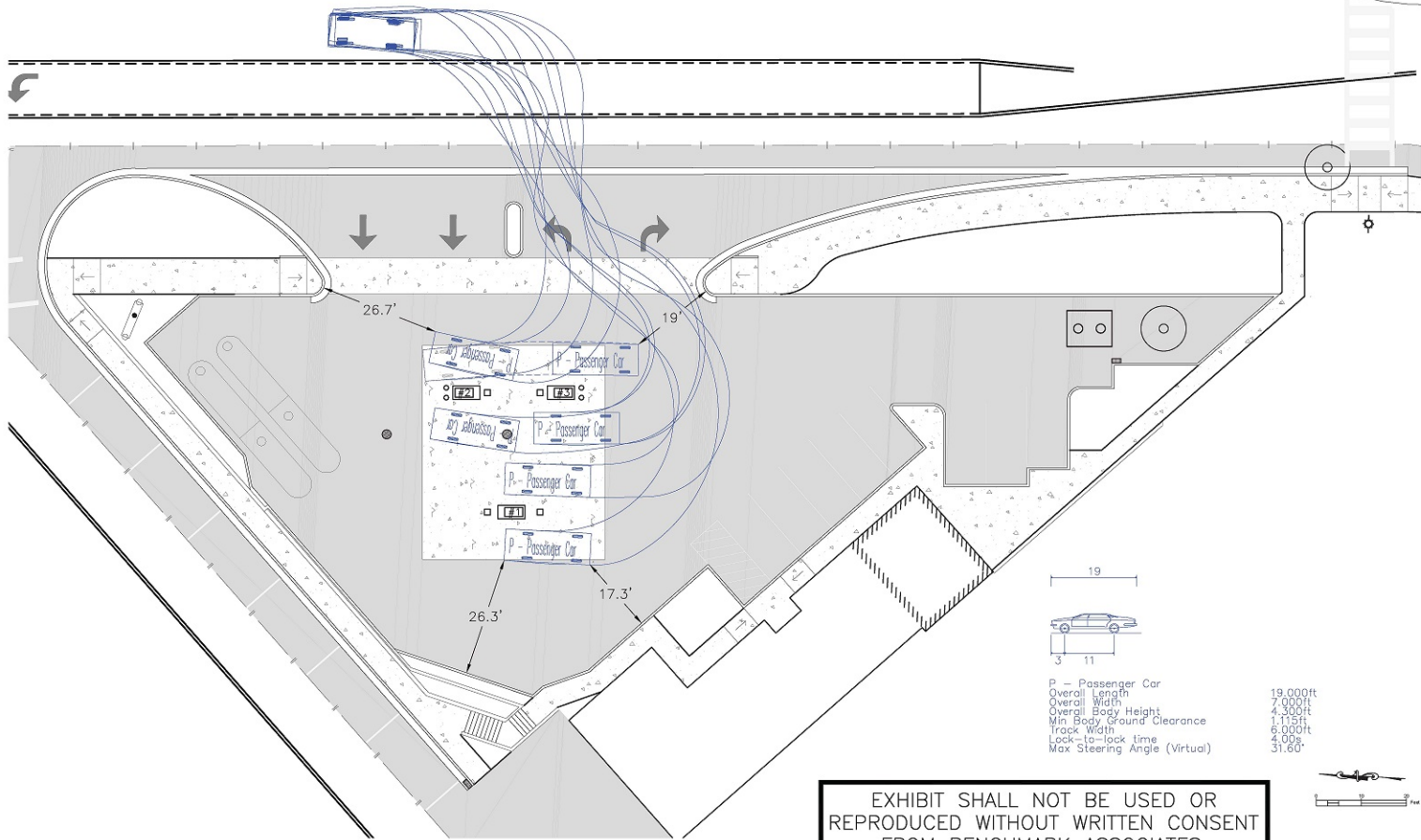












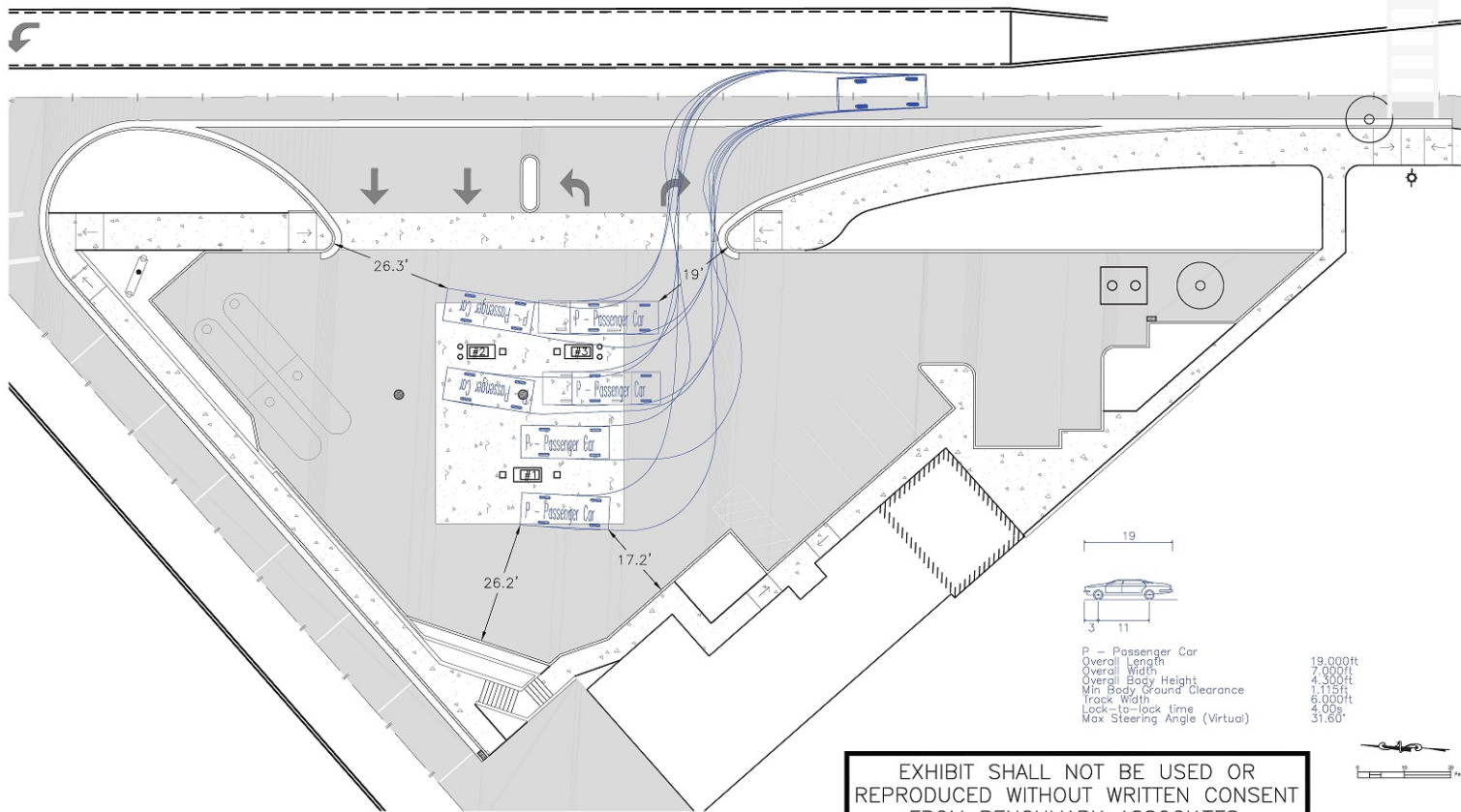
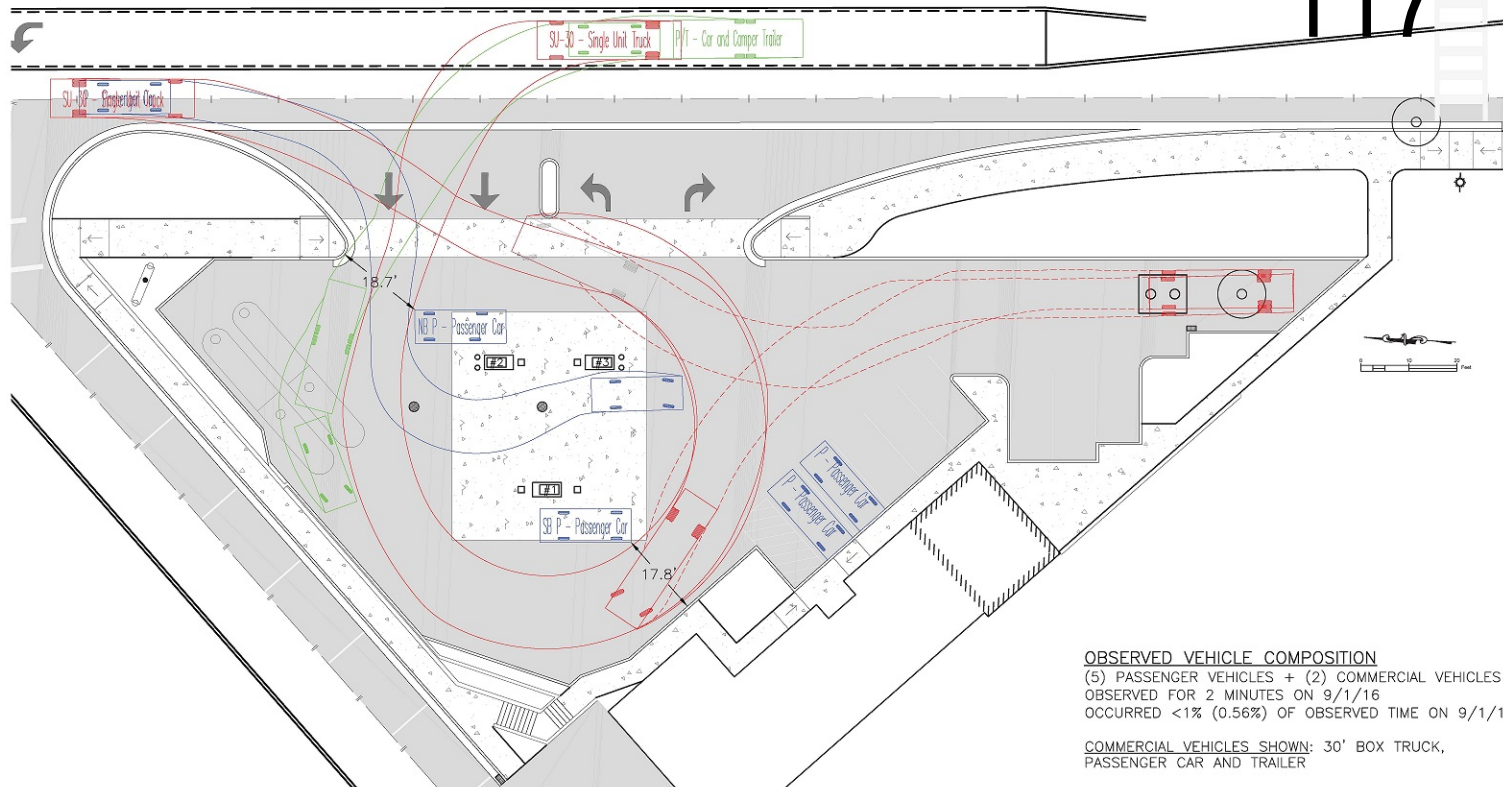


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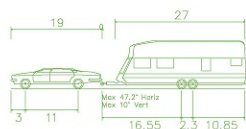




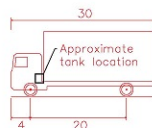
OBSERVED VEHICLE COMPOSITION

(5) PASSENGER VEHICLES + (2) COMMERCIAL VEHICLES
OBSERVED FOR 2 MINUTES ON 9/1/16
OCCURRED <1% (0.56%) OF OBSERVED TIME ON 9/1/16

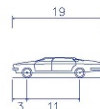
COMMERCIAL VEHICLES SHOWN: 30' BOX TRUCK,
PASSENGER CAR AND TRAILER



P/T - Car and Camper Trailer
Overall Length 48.70ft
Overall Width 8.00ft
Overall Body Height 10.00ft
Min Body Ground Clearance 0.79ft
Max Body Width 8.00ft
Lock-to-lock time 4.00s
Max Steering Angle (Virtual) 21.50°

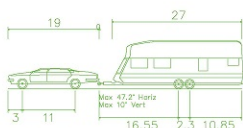
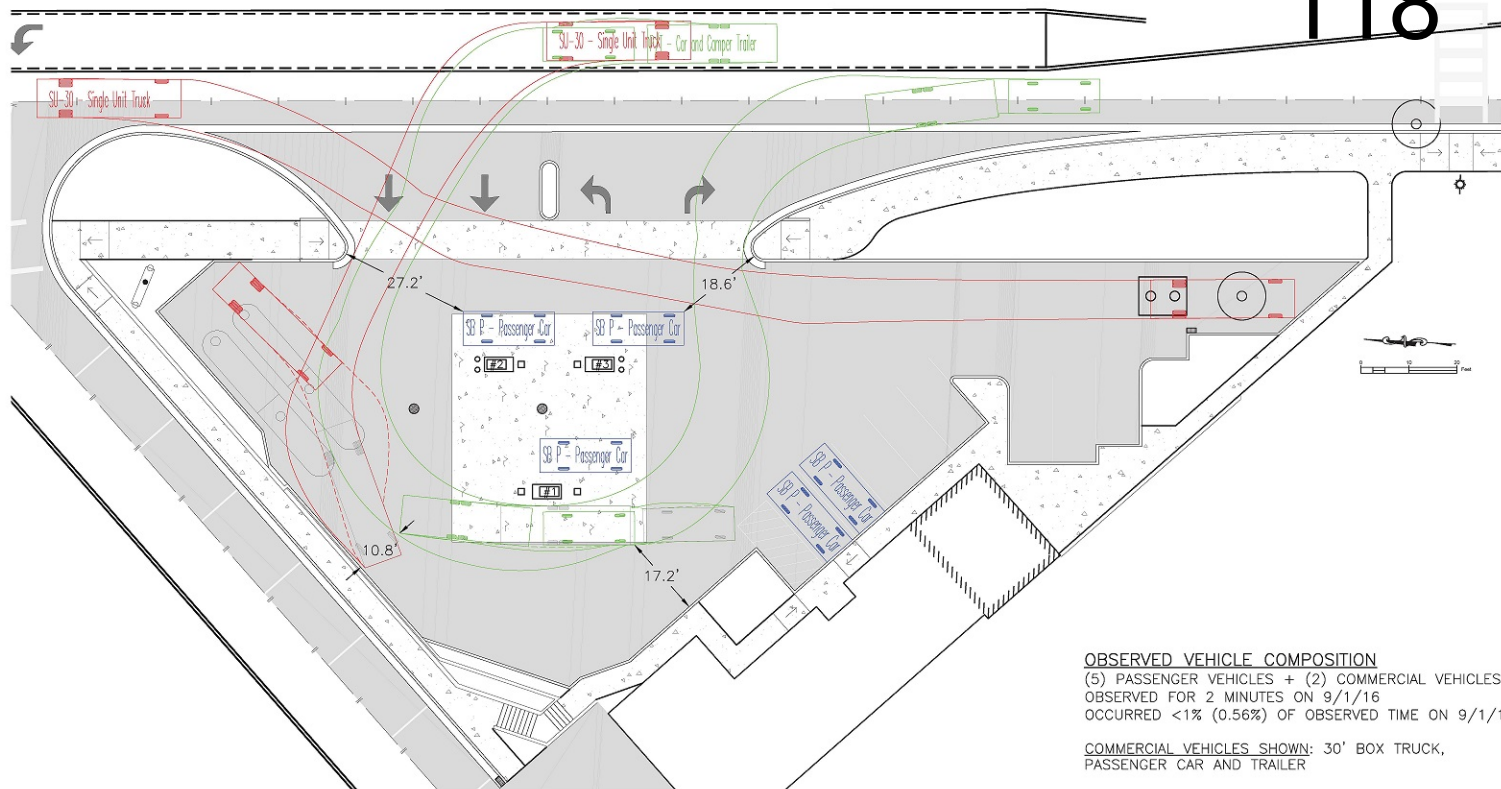


SU-30 - Single Unit Truck
Overall Length 30.00ft
Overall Width 8.00ft
Overall Body Height 13.50ft
Min Body Ground Clearance 1.36ft
Track Width 8.00ft
Lock-to-lock time 6.00s
Max Steering Angle (Virtual) 31.80°

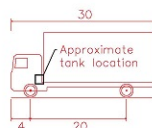


P - Passenger Car
Overall Length 19.00ft
Overall Width 7.00ft
Overall Body Height 4.30ft
Min Body Ground Clearance 1.13ft
Track Width 6.00ft
Lock-to-lock time 4.00s
Max Steering Angle (Virtual) 31.60°

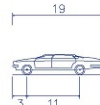
EXHIBIT SHALL NOT BE USED OR
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P/T - Car and Camper Trailer
 Overall Length 48.70ft
 Overall Width 8.00ft
 Overall Body Height 10.09ft
 Min Body Ground Clearance 0.79ft
 Max Track Width 8.00ft
 Lock-to-lock time 4.00s
 Max Steering Angle (Virtual) 21.50°



SU-30 - Single Unit Truck
 Overall Length 30.00ft
 Overall Width 8.00ft
 Overall Body Height 13.50ft
 Min Body Ground Clearance 1.36ft
 Track Width 8.00ft
 Lock-to-lock time 3.00s
 Max Steering Angle (Virtual) 31.80°



P - Passenger Car
 Overall Length 19.00ft
 Overall Width 7.00ft
 Overall Body Height 4.30ft
 Min Body Ground Clearance 1.13ft
 Track Width 6.00ft
 Lock-to-lock time 4.00s
 Max Steering Angle (Virtual) 31.60°

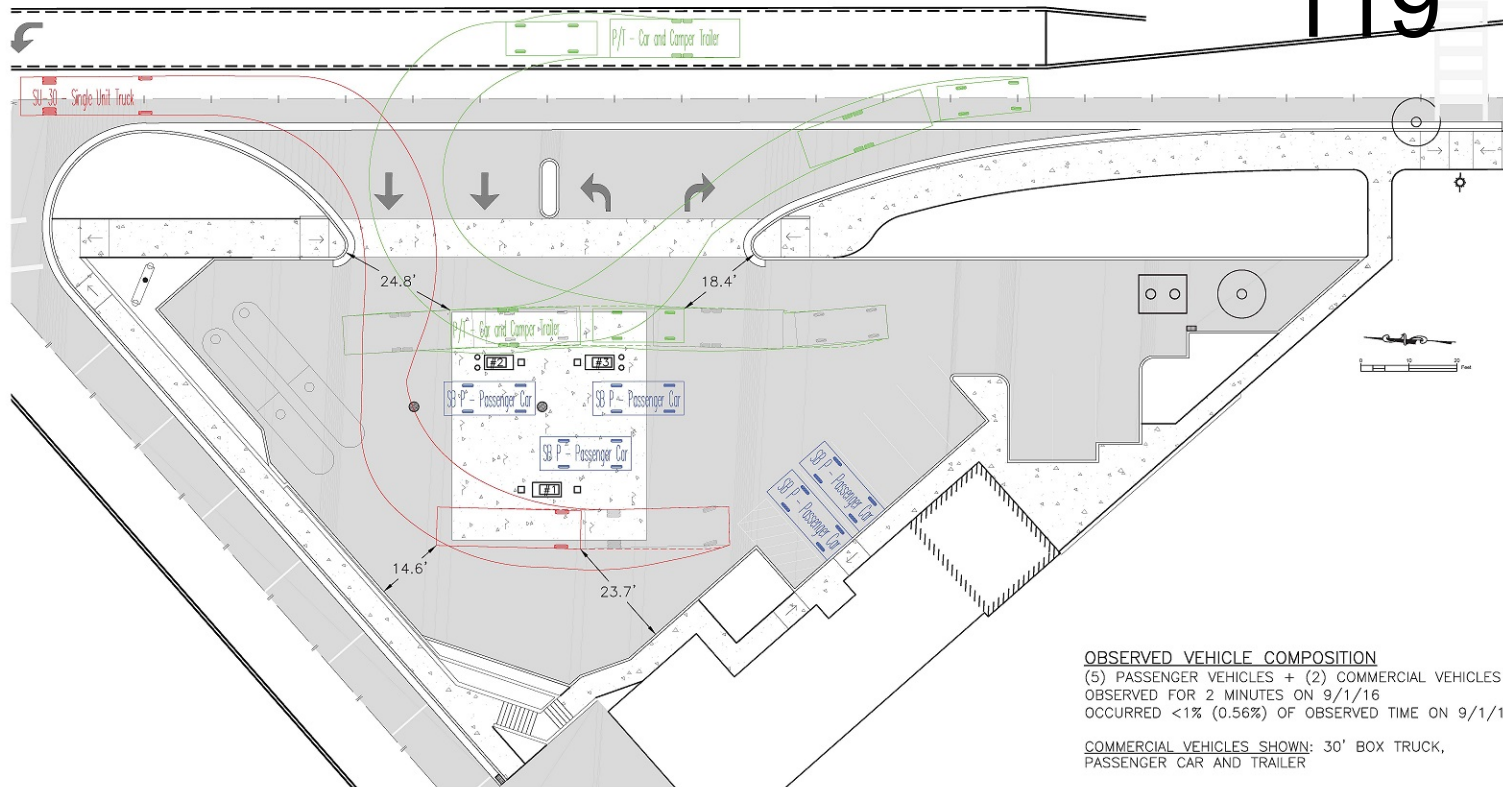
OBSERVED VEHICLE COMPOSITION

(5) PASSENGER VEHICLES + (2) COMMERCIAL VEHICLES
 OBSERVED FOR 2 MINUTES ON 9/1/16
 OCCURRED <1% (0.56%) OF OBSERVED TIME ON 9/1/16

COMMERCIAL VEHICLES SHOWN: 30' BOX TRUCK,
 PASSENGER CAR AND TRAILER

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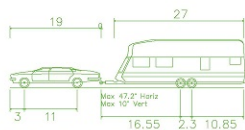




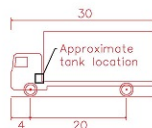
OBSERVED VEHICLE COMPOSITION

(5) PASSENGER VEHICLES + (2) COMMERCIAL VEHICLES
OBSERVED FOR 2 MINUTES ON 9/1/16
OCCURRED <1% (0.56%) OF OBSERVED TIME ON 9/1/16

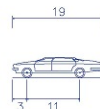
COMMERCIAL VEHICLES SHOWN: 30' BOX TRUCK,
PASSENGER CAR AND TRAILER



P/T - Car and Camper Trailer
Overall Length 48.70ft
Overall Width 8.00ft
Overall Body Height 10.00ft
Min Body Ground Clearance 0.79ft
Max Track Width 8.00ft
Lock-to-lock time 4.00s
Max Steering Angle (Virtual) 21.50°

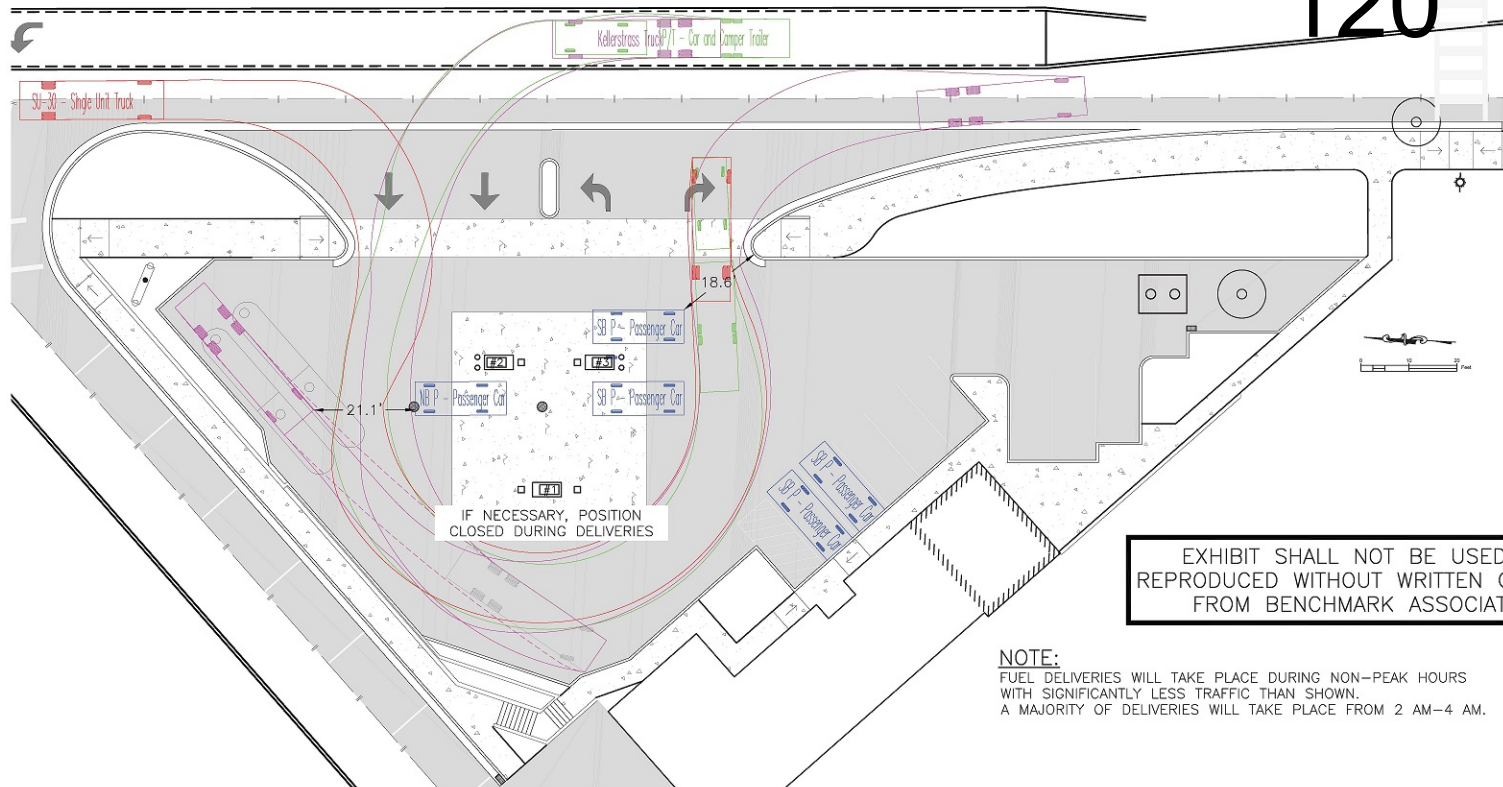


SU-30 - Single Unit Truck
Overall Length 30.00ft
Overall Width 8.00ft
Overall Body Height 13.50ft
Min Body Ground Clearance 1.36ft
Track Width 8.00ft
Lock-to-lock time 3.00s
Max Steering Angle (Virtual) 31.85°

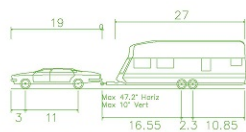


P - Passenger Car
Overall Length 19.00ft
Overall Width 7.00ft
Overall Body Height 4.30ft
Min Body Ground Clearance 1.13ft
Track Width 6.00ft
Lock-to-lock time 4.00s
Max Steering Angle (Virtual) 31.60°

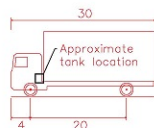
EXHIBIT SHALL NOT BE USED OR
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**NOTE:**

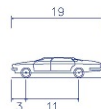
FUEL DELIVERIES WILL TAKE PLACE DURING NON-PEAK HOURS WITH SIGNIFICANTLY LESS TRAFFIC THAN SHOWN. A MAJORITY OF DELIVERIES WILL TAKE PLACE FROM 2 AM-4 AM.



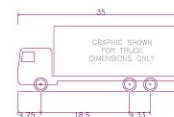
P/T - Car and Camper Trailer
 Overall Length 48.70ft
 Overall Width 8.00ft
 Overall Body Height 10.09ft
 Min Body Ground Clearance 0.79ft
 Max Track Width 8.00ft
 Lock-to-lock time 4.00s
 Max Steering Angle (Virtual) 21.50°



SU-30 - Single Unit Truck
 Overall Length 30.00ft
 Overall Width 8.00ft
 Overall Body Height 13.50ft
 Min Body Ground Clearance 1.36ft
 Track Width 8.00ft
 Lock-to-lock time 3.00s
 Max Steering Angle (Virtual) 31.80°



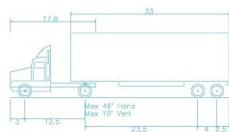
P - Passenger Car
 Overall Length 19.00ft
 Overall Width 7.00ft
 Overall Body Height 4.30ft
 Min Body Ground Clearance 1.13ft
 Track Width 6.00ft
 Lock-to-lock time 4.00s
 Max Steering Angle (Virtual) 31.60°



Kellerstrass Truck
 Overall Length 35.00ft
 Overall Width 8.00ft
 Overall Body Height* 14.50ft
 Min Body Ground Clearance* 1.36ft
 Track Width 8.00ft
 Lock-to-lock time* 5.00s
 Max Steering Angle (Virtual)* 31.80°

*SU-40 CHARACTERISTIC ASSUMED





WB-40 - Intermediate Semi-Trailer	
Overall Length	45.99ft
Overall Width	8.00ft
Overall Body Height	13.50ft
Min Body Ground Clearance	1.33ft
Track Width	8.00ft
Lock-to-lock time	4.00s
Max Steering Angle (Virtual)	20.30°

EXHIBIT SHALL NOT BE USED OR
REPRODUCED WITHOUT WRITTEN CONSENT
FROM BENCHMARK ASSOCIATES.



Attachment H

Table 5. Zoning Standards Analysis

Compliance with Zoning Standards				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Guideline	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030.C	Lot Area
			Staff Comments	8,000 square feet minimum is required. <i>The lot is 0.4267 acres or 18,590 square feet.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030.C & 17.128.020.C	Setbacks and Supplementary Yard Requirements
			Staff Comments	<p><i>Buildings "A" and "C" currently have non-conforming setbacks on the front (eastern) property line. Building "B" currently conforms to setbacks. The applicant is proposing to demolish buildings "A" and "C" and to build an addition to building "B" which will result in a site with structures that meet setback requirements.</i></p> <p><i>Proposed Front (north – 10th Street) – 20' (required: 20')</i> <i>Proposed Side (east – Main Street) – 13'-4" is the setback to the eastern edge of the canopy; 19.9' or 19'-10^{13/16"} is the setback to the eastern edge of fuel pumps #2 and #3. (required setback is 13'-4")</i> <i>Proposed Rear – (west – alley) – 0' (required: 0')</i></p> <p><i>The proposed setbacks meet setback requirements.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030.C	Building Coverage
			Staff Comments	Permitted - 75% <i>Proposed – 23.4% (including gas station canopy 42' x 42' in size)</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030.C	Building Height
			Staff Comments	Maximum building height permitted is 35'; <i>the existing buildings are 13'-8" above grade on Main Street and 24'-8" above grade on 10th Street; the proposed addition to building "B" is 13'-8" above grade on Main Street and 24'-8" above grade on 10th Street. The proposed canopy is 18' above grade on Main Street and 20' above grade from 10th Street at the eastern edge of the structure and 24' above grade from 10th Street at the western edge of the structure.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030.H	Curb Cut
			Staff Comments	<p>A maximum of thirty five percent (35%) of the linear footage of any street frontage can be devoted to access off street parking.</p> <p><i>The curb cut design was recommended by ITD is 84' (40' entrance, 4' island, 4' exit) in width, which equates to 30.6% of the linear footage frontage of the lot. (The linear footage of lot frontage is 273.97'.)</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M	Parking Spaces
			Staff Comments	<p><i>Required:</i></p> <p>The off street parking standards apply when an existing structure or use is expanded or enlarged. Additional off street parking spaces shall be required only to serve the enlarged or expanded area, not the entire building or use.</p> <p>2 spaces per fuel pump at fuel pump;</p>

				<p>1 space per 250 square feet retail; 1 space per 250 square feet restaurant</p> <p><i>There is a 508 square foot addition to the existing 2,084 square foot building proposed, for a total of 2,592 square feet for the new use.</i></p> <ul style="list-style-type: none"> • <i>Six (6) parking spaces are required at the three (3) fueling pumps</i> • <i>Ten (10) parking spaces are required to serve the retail/restaurant use</i> <p><i>Proposed:</i></p> <ul style="list-style-type: none"> • <i>Six (6) for temporary holding at the fuel pumps</i> • <i>Eleven (11) to serve retail/restaurant (4 spaces are lower level accessed from 10th Street), including 1 ADA space</i> • <i>Additionally, there are four (4) additional lower level parking spaces accessed from 10th Street, located inside the existing building and tandem to the four (4) exterior lower level spaces, to serve the existing uses.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.040	<p>Off Street Parking and Loading Areas</p> <p>17.125.040 - In the LI-1, LI-2 and LI-3 districts, off street loading areas (containing 180 square feet with no 1 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.</p> <p><i>The project consists of 2,592 square feet on the second floor of the building, which is at grade when accessed from Main Street. The existing first floor of the building is 2,084 and is accessible from 10th Street and the alley behind the building. With 4,676 square feet 2 off-street loading spaces are require for the site.</i></p> <p><i>The minimum permitted size of an off-street loading space is 10' x 18'; the site plan indicates one (1) off-street loading space of 10' x 30' at the northeast corner of the site and one (1) off-street loading space 10' x 45' in size at the southeast corner of the site.</i></p> <p><i>The site plan also indicates a third, alternate, loading space 10' x 30' in size in the alley adjacent to the site. Since section 17.125.040 of the code states, "...an alley may be used in lieu of the requirement of this section if prior permission is granted by the commission," staff recommends that the Commission address the use of the alley as a loading area with this application. The Commission may grant permission for use of the alley to satisfy the requirement for a second loading space. Staff does not recommend use of the alley as a loading area because an exhibit has not been submitted that illustrates a delivery truck 30' or greater can navigate into and out of the alley without impacting traffic on 10th Street.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.140, 17.12.020 and 17.08.020	<p>Zoning Matrix & Definitions</p>
				17.18.140 - A. Purpose: The LI-1 light industrial district number 1 is

			<p>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. (Ord. 1135, 2015)</p> <p><i>Staff notes that uses in the LI-1 district are intended to generate little traffic from tourists and the general public.</i></p> <p>17.12.020 – Motor Vehicle Fueling Stations are allowed in the LI-1 zone with a Conditional Use Permit.</p> <p><i>The applicant is proposing a motor vehicle fueling station with 4 fuel pumps, two electric vehicle charging stations, and retail sales for the convenience of the motoring public. Food Service is allowed in the LI-1 zone with a Conditional Use Permit when the conditions described in footnote #15 are adhered to. The applicant is proposing to remodel the existing building, consisting of 2,084 square feet, and to add an addition of 508 square feet and an attached outdoor patio area with seating. The applicant is proposing to utilize the remodeled and expanded building for a retail store associated with the motor vehicle fueling station and for a deli service restaurant. The site plan indicates a food service area of 280 square feet.</i></p> <p><i>Footnote #15 limits the hours of operation of restaurants that require a conditional use permit to no later than 9:00 p.m. but gives the Commission the authority to expressly permit operation of the restaurant past 9:00 p.m. as part of the conditional use permit approval.</i></p> <p><i>The zoning code does not specify hours of operation for fuel pumps or retail sales for the convenience of the motoring public that are associated with motor vehicle fueling stations. However, the Commission may condition hours of operation in order to minimize adverse impact on other development.</i></p> <p>17.08.020 – Definitions: 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.</p> <p>Food Service - An establishment where food and drink are prepared, served and consumed on site 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.</p> <p>Footnote #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.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>17.132.020J & 17.132.020K</p> <p>Dark Skies</p>

				<p>J. The average foot-candle lighting for service stations is required to be no greater than 30 foot-candles, as set by the IESNA for urban service stations.</p> <p><i>As indicated in the Photometric Plan dated June 30, 2016, the average foot-candle lighting for the canopy is 28.51 foot-candles. The Photometric Plan analyzes the canopy only and does not account for any other exterior lighting proposed on the site. If the Commission approves the Conditional Use Permit the applicant will address lighting for the site during Design Review and will be required to comply with chapter 17.132, Dark Skies, of the zoning code.</i></p> <p>K. [Canopy lights] shall be recessed sufficiently as to ensure that no light source is visible from or causes glare on public rights of way or adjoining property.</p> <p><i>As indicated by the Lighting Fixtures exhibit, all canopy lights are CRUS-SC-LED and CRUS-AC-LED fixtures. The light source is recessed within the fixture and the fixtures themselves will be flush mounted to the underside of the canopy.</i></p>
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Attachment I

Table 6: Conditional Use Permit Requirements

Conditional Use Requirements				
1. EVALUATION STANDARDS: 17.116.030 and § 67-6512 of Idaho Code A conditional use permit shall be granted by the commission only if the applicant demonstrates that:				
Compliance and Analysis				
Yes	No	N/A	Code	City Standards
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.116.030(A) CONDITIONAL USE	The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district.
Staff Comments				
<p>Staff's analysis from the July 25, 2016 staff report remains unchanged and is as follows:</p> <p>The LI-1 district allows for one of the widest varieties of uses in the zoning code use matrix; uses ranging from manufacturing to personal service to warehousing and wholesaling to automotive uses are permitted.</p> <p>The LI-1 and LI-2 districts are the only districts that permit motor vehicle fueling stations within the City of Ketchum and in both the LI-1 and LI-2 districts motor vehicle fueling stations are permitted only with a conditional use permit. The city has ten districts classified as commercial or light industrial; food service is permitted in six districts of those districts and is permitted conditionally in two districts (LI-1 and LI-2).</p> <p>The proposed uses of a motor vehicle fueling station with associated food service are generally compatible with the types of uses permitted in the LI-1 district. However, Ketchum zoning code section 17.18.140 defines the purpose of the Light Industrial District Number 1 as: "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. (Ord. 1135, 2015)"</p> <p>The Retail S Analysis, dated January 2016 and conducted by Gmap USA and provided by the applicant states, "The population is around 3,200 people within 2.0 miles and the median age is about 47 years old. The population is somewhat lighter than ideal for this type of site location and the median age is a little high for ideal C-store customer base population. However the focus for this site is the winter and especially the summer tourists that pass through the town."</p> <p>With respect to business projections, the Retail S Analysis states, "One of the keys for this site is to provide a good operation with a good offering that will bring in the commuter that passes by the intersection on a consistent basis...The focus on the merchandising should be having a quality offering that entices the commuter/tourist traffic that passes by the site on a regular basis. The site should have a large fountain and coffee offering to entice the commuters to use the site as their refreshment spot....Overall the site is on a good corner is[sic] the area and has good potential. The traffic passing by the site is strong and along with the residential backup the location should do well."</p> <p>As such, while the proposed uses are generally compatible with the types of uses permitted in the LI-1 zone, the proposed uses on this specific site are dependent on traffic from tourists and the general public, which is in conflict with the purpose of the LI-1 zone.</p>				

Yes	No	N/A	Code	City Standards
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.116.030(B)	The conditional use will not materially endanger the health, safety and welfare of the community.
Staff Comments				
<p>After review and analysis of the revised site plan and the new vehicle circulation exhibits prepared for the December 12, 2016, meeting, concerns still exist regarding on-site circulation and potential negative externalities. These concerns as discussed in detail in the next section.</p> <p>As such, at this time the applicant has not proved that the conditional use will not materially endanger the health, safety, and welfare of the community.</p> <p>In regards to health, safety and welfare concerns of the underground fuel storage tanks associated with the use, as noted by the Fire Department, the underground fueling tanks and fueling stations must be constructed to meet applicable Fire Code. Additionally, state and federal environmental standards for the construction of fuel storage tanks and operation of fuel pumps will have to be met. The applicant has provided a copy of the Idaho Department of Environmental Quality's "Rules Regulating Underground Storage Tank Systems", IDAPA 58.01.07.</p> <p>The applicant has also submitted an exhibit from J.M. Plenik, P.E., regarding the Xerxes Corporation underground fuel storage tanks proposed for the site. The exhibit states that seismic activity occurring at a distance away from the tanks could be withstood but that seismic activity occurring at or very near the tanks would rupture the tanks. The applicant has also submitted a brochure for the proposed Xerxes underground tanks, which notes safety features.</p> <p>The applicant addressed concerns regarding gas spillage from fuel pumps onto snow or ice and drainage into the on-site oil/water separator at the July 11, 2016 meeting and no further information was requested by the Commission or staff.</p> <p>Additionally, as analyzed in Attachment J, Table 7: Required Public and Private Improvements and Attachment K, Table 8: Recommended Additional Public Improvements, the majority of pedestrian and vehicular safety and welfare concerns could be addressed by the sidewalks, crosswalks, rapid flashing beacon, turning lane, and reduced curb cut width proposed by the applicant.</p>				
Yes	No	N/A	Code	City Standards
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.116.030(C)	The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood.
Staff Comments				
<p>This analysis in this section pertains to the newly submitted exhibit. Prior analysis contained in the previous staff reports remains valid, where applicable.</p> <p>As described in Table 2: "Summary of Site Plan Revisions," the proposed site plan has been revised. The revisions with the greatest impact include the shift of the fuel pumps approximately 6'-6" to the west (into the interior of the site), the removal of one fuel pump, and the reduction of 4' in width of the building proposed to house the retail and food service uses. These three revisions opened up additional space at the ingress and egress to the site and in the circulation loop.</p> <p>Seventeen (17) new circulation exhibits that model circulation within, into, and out of the site and reflect the revised site plan were also submitted. Staff reviewed and analyzed each new circulation exhibit in depth in</p>				

Table 4: "Analysis of Vehicle Circulation Exhibits dated November 23, 2016".

As described in depth in Table 4, although the revisions to the site plan open up additional space for on-site circulation, due to the size of the site with respect to the volume of traffic anticipated and the size of vehicles that will patronize or deliver stock to the proposed business, concerns regarding the external impacts of on-site traffic to vehicular and pedestrian traffic in the right-of-way remain.

The greatest concerns related to the impact of on-site circulation to vehicular and/or pedestrian traffic in the right-of-way are related to the inability of the site, due to the parcel size and configuration of the site, to accommodate one or more vehicles greater than 19' in length in real world conditions. Exhibits #3, #6, #9a, and #9b illustrate that when only passenger vehicles measuring a maximum of 19' in length are on site these vehicles can enter the site, maneuver into all of the six (6) fueling positions, maneuver the circulation loop, and exit the site with little to no encumbrance. However, exhibits #10, #11, #12, #13, and #14 illustrate that the introduction of one or more oversize vehicle circulating the site creates on-site congestion that may result in negative external impacts to vehicular and/or pedestrian traffic in the right-of-way.

Specific examples of pinch points, constrained and obstructed on-site circulation are described in depth in the analysis of new exhibits contained in Table #4. Generally, these concerns relate to:

1. **The site cannot adequately accommodate oversize vehicles patronizing the site** – In addition to the commercial delivery and fuel trucks that will deliver fuel and product to the proposed use, customers of the proposed uses driving oversize vehicles will also patronize this site. While there are two designated loading spaces on site to accommodate fuel and product delivery trucks, there are no designated queuing or parking areas that can accommodate patrons in oversize vehicles. Oversize vehicles, such as passenger vehicles towing campers, or passenger vehicles towing landscaping or construction trailers, are forced to queue in locations that constrain traffic flow.

As described in Table 4, this condition is illustrated in Exhibit #10, wherein the queuing passenger vehicle towing the camper and the passenger vehicle in position at the fuel pump create a pinch point at the entrance to the site. The narrow clearance through this pinch point provides only inches of clearance for vehicles in the right-of-way to enter the site through this pinch point, and the site is not large enough to provide an alternate, designated area for such a vehicle can queue or park without constraining circulation elsewhere when real world conditions exist. For instance, if the passenger vehicle towing the camper in this exhibit were to queue further west alongside the circulation loop and a vehicle were to be positioned at the eastern or western side of Pump #1, as shown in Exhibits #1, #2, or #3, the circulation loop would be completely obstructed. If an oversize vehicle were to park in a parking space designed for a standard passenger vehicle the oversize vehicle would encroach into other circulation areas, and if an oversize vehicle were to park in a loading space designated for a commercial delivery vehicle the commercial loading spaces would not be available for commercial fuel or product deliveries.

The conflict between the size of the site and its ability to accommodate oversize vehicles is also illustrated in Exhibits #1, #2, #4, #5, which model that even in optimal conditions when no real world traffic exists on site, the fueling positions that box trucks and passenger vehicles towing campers can maneuver to are limited by the size and dimensions of the site with respect to the size of the vehicles. While the fueling scenarios that work and do not work can be digitally modeled, real world drivers of oversize vehicles will be faced with the challenge of determining which fuel pumps are accessible through trial and error, potentially causing on-site congestion that will back up into the right-of-way. The behavior observed by L2 for the Hailey Chevron was that fueling vehicles were on site for an average of 5 minutes and 51 seconds and that patrons fueling and visiting the retail store were on site for an average of 9 minutes and 37 seconds; it would take only one oversize vehicle queuing and one

passenger vehicle parked non-optimally to cause a pinch point at the entrance to the site.

During the peak hour traffic conditions, when up to 45 vehicles¹ patronizing the site may be expected, a new vehicle may enter the site every 1 minute and 20 seconds, on average. A pinch point limiting ingress to the site for 5 to 9 minute could potentially cause a back-up of 5 to 8 vehicles in the right-of-way.

¹The May 2016 traffic study submitted by Hales Engineering cited 110 p.m. peak hour trips, based on the Institute of Transportation Engineers (ITE) Trip Generation (9th Edition, 2010) and variables regarding the proposed use. The October 2016 traffic study submitted by Hales Engineering cited 90 p.m. peak hour trips, based on observations at the Hailey Chevron in September 2016. Ninety (90) peak trips equates to 45 vehicles entering and 45 vehicles exiting the site. Both the May 2016 and October 2016 traffic studies were based on 8 vehicle fueling positions and a gasoline service station with associated retail. Since one fuel pump has been removed from the proposal but the square footage of the retail component remains approximately the same, and trip generation can also be calculated using hours

the size of the retail store rather than the number of fuel pumps as the variable, staff states that up to 45 vehicles may be expected to patronize the site during the p.m. peak hour.

2. **It has not been proved that the site, or the adjacent alley, can accommodate delivery trucks greater than 45' in length and conditioning approval of the proposal dependent on prohibiting vehicles greater than 45' in length is infeasible** – Exhibit #13 illustrates a 35' length fuel delivery truck and Exhibit #14 illustrates a 45' length intermediate semi-trailer delivery truck. No exhibits have been submitted to model that trucks in excess of 45', therefore, it has not been proved that trucks in excess of 45' can circulate the site without causing congestion that would impact traffic in the right-of-way, or that delivery trucks of any size can circulate into and out of the alley without causing congestion in the right-of-way. However, many delivery trucks, including the fuel trucks in the fleet of proposed fuel delivery company Kellerstrass Oil, exceed 45' in length.

It is the responsibility of the city to ensure the health, safety, and welfare of the public and it is inadequate to condition approval of this project based on a condition that limits the size of delivery trucks serving the site because it is infeasible to monitor and enforce such a condition in perpetuity.

3. **The success of on-site circulation depends on deliveries of products and fuel being made between 2 a.m. – 4 a.m. or during other "non-peak" times that have not been identified and conditioning approval of the proposal dependent on such delivery times is infeasible** – Exhibits #13 contains a note stating that, "Fuel deliveries will take place during non-peak hours with significantly less traffic than shown. A majority of deliveries will take place from 2 AM – 4 AM."

Concerns raised by the circulation constraints that exist when fuel and delivery trucks are on-site are described in depth in Table 4. As with conditioning the sizes of vehicles permitted to deliver to the site, it is inadequate to hinge public health, safety, and welfare on conditioning the times that deliveries can be made because it is infeasible to monitor and enforce such a condition in perpetuity.

In light of these concerns, staff remains unable to recommend approval of the Conditional Use Permit because it has not been proved that vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood.

Yes	No	N/A	Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(D)	The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts.

Staff Comments				
<p><i>Staff's analysis from the October 10, 2016, staff report remains unchanged and is as follows:</i></p> <p><i>Due to the proposed pedestrian and vehicular public improvements, and review of the proposed use and the site, the conditional uses can be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area.</i></p>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.116.030(E)	The conditional use is not in conflict with the policies of the Comprehensive Plan or the basic purposes of this Section.
Staff Comments				
<p><i>The Comprehensive Plan designates the property for mixed-industrial use. Primary uses specified include light manufacturing, wholesale, services, automotive, workshops, studios, research, storage, construction supply, distribution and offices make up the bulk of development within this district. Secondary uses specified include a limited range of residential housing types and supporting retail. Uses should generate little traffic from tourists and the general public.</i></p> <p><i>Similar to the compatibility of the proposed uses with the purpose of the LI-1 zone as stated in the zoning code, the proposed motor vehicle fueling station and food service as uses are generally consistent with the Comprehensive Plan. However, due to the location of the specific site, the use proposed will generate additional traffic from both the public and visiting tourists. This is a conflict between the Comprehensive Plan and the zoning code, which only conditionally allow for the motor vehicle fueling station and food service uses in the LI-1 and LI-2 zones.</i></p> <p><i>Further, the introduction of a new fueling station and restaurant into the LI-1 District is a discretionary decision. There are currently three fueling stations in the LI District, two restaurants, and one food mart to service the area. The Commission must decide if the uses proposed are appropriate for the site and the location and are necessary to serve the LI district.</i></p> <p><i>Additionally, the 2014 Ketchum Comprehensive Plan contains the following Goals and Policies, which the proposed use conflicts or may conflict with.</i></p> <p>GOAL NR6: Promote and support energy conservation and reduction of greenhouse gases. Policy NR6.4 Energy Conservation in New Construction: Promote energy conservation features in residential and commercial development.</p> <p><i>In lieu of providing on-site snow storage for the paved parking and vehicle circulation areas, the applicant proposes a radiant snow-melt system for all parking spaces and vehicle circulation area, which equates to 10,446 square feet. A radiant snow melt system would be energy intensive. However, the applicant has indicated that they are working with solar energy consultants to determine the feasibility of installing solar panels to be used to power the radiant snow-melt system.</i></p>				

Attachment J

All developments are required to install a minimum amount of infrastructure, however conditional uses may be required to contribute more than the minimum due to the nature of the use and projected impacts. The following table represents the public and private improvements as proposed by the applicant.

Table 7: Required Public and Private Improvements

Analysis of Proposed Public and Private Improvements	
Improvement	Description
On Site Sidewalk	The revised site plan indicates on-site sidewalk that extends from the southern corner of the property, borders the southwest side of the property, connects to the structure where the accessory retail and foodservice are proposed, and connects to the proposed staircase leading to 10 th Street. This internal, on-site sidewalk proposed by the applicant will allow pedestrians accessing the site to connect to the retail and foodservice without entering the parking lot where vehicles will be circulating.
Main Street – Sidewalk and Landscaping	<p>The existing buildings “A” and “C” currently have a 0’ setback from Main Street/Hwy 75. There is no defined curb cut on Main Street and the entire frontage is utilized for vehicular egress to the site and parking. No sidewalk currently exists.</p> <p>The applicant is proposing to construct a new 8’ sidewalk and landscaping in the right-of-way adjacent to Main Street spanning the entire property frontage. The applicant proposes to maintain the landscaping.</p> <p>The 8’ sidewalk will have a 84’ gap between the northern and southern segments of the sidewalk in order to accommodate the boulevard approach for vehicles. The applicant is proposing to install a surface material that is 8’ in width, in alignment with the sidewalk, and visually distinguishable from the surface of the parking lot in order to provide a visual cue to pedestrian and motorists that pedestrians will be utilizing the area.</p>
Main Street – Turn Lane	<p>The applicant retained Hales Engineering to prepare a traffic study for the proposed use and redevelopment of the site. The traffic study recommended constructing a new turn lane on Main Street to facilitate vehicular access to the site.</p> <p>The applicant is proposing to construct the turn lane and staff has accepted the design. An existing valley gutter on the eastern side of Main Street/Hwy 75 across from the southern end of the site prevents the turn lane from extending further south. Circulation at the 10th Street intersection prevents the turn lane from extending further north.</p>
Main Street and 10th Street, southwest corner curb radius	The applicant has proposed reconfiguring the curb radius at the southwest corner of the Main Street and 10 th Street intersection in order to better accommodate vehicular southbound turns from 10 th Street to Main Street. ITD has approved the

	curb radius.
10th Street - Sidewalk	There is not currently a sidewalk on the 10 th Street frontage of the site. The applicant is proposing to construct a 5' paved sidewalk in the right-of-way adjacent to the property for the length of the property frontage on 10 th Street.
10th Street - Staircase	The applicant is proposing to construct a new staircase at the western property corner that will provide access to the sidewalk that will be constructed on 10 th Street. The staircase will be lit with six (6) wall mounted 4" diameter, cylinder shaped light fixtures that point downward and fully shield the LED bulbs in order to enhance pedestrian safety and draw pedestrians from 10 th Street to the staircase in order to access the site.

Attachment K

In addition to the public improvement the applicant is proposing in the table above, staff and the Pedestrian Analysis have identified several other necessary public improvements that are required to mitigate negative impacts of the proposed development. Staff recommends the following improvements as a minimum and other improvements or conditions may be appropriate or discovery through the public process.

Table 8: Recommended Additional Public Improvements

Recommended Public Improvements to Mitigate Impacts of Development	
Public Improvement	Description
Boulevard Approach Pedestrian Definition	As proposed in the Pedestrian Analysis, staff recommends visually differentiating the pedestrian zone spanning across the boulevard approach with the use of color pavers or an alternative material. The revised site plan dated November 23, 2016, indicates that the pedestrian zone will be differentiated and that the area surrounding the 4' wide median island will be further defined with a material different than the rest of the pedestrian zone. The owner shall enter into a Maintenance Agreement with the City to maintain the pedestrian zone. The applicant agrees to install this improvement as indicated on the Overall Site Plan (A-2.1).
Main Street – Pedestrian Crosswalk	Staff is recommending the applicant to construct a painted pedestrian crosswalk across Main Street/Hwy 75 at the southeast corner of the site. The crosswalk will include a new ADA compliant ramp to provide access to the sidewalk at the southeast corner of the site and will utilize an existing ramp on the opposite side of Main Street/Hwy 75. The applicant agrees to install this improvement as indicated on the Overall Site Plan (A-2.1).
Main Street & 9th Street – Rapid Flashing Beacon at Crosswalk	Staff is recommending the applicant to install a rapid flashing beacon at the Main Street/Hwy 75 crosswalk. The rapid flashing beacon will contain sensors that can be activated by pedestrians seeking to use cross. The applicant agrees to install this improvement as indicated on the Overall Site Plan (A-2.1).
Main Street & 10th Street Intersection – Pedestrian Crosswalk across 10th Street	Staff is recommending a painted pedestrian crosswalk across 10 th Street at the intersection of 10 th Street and Main Street/Hwy 75. The applicant agrees to install this improvement as indicated on the Overall Site Plan (A-2.1).
10th Street & Main Street Intersection – Pedestrian Crosswalk across Main Street	As proposed in the Pedestrian Analysis, staff is recommending a painted pedestrian crosswalk across Main Street at the intersection of 10 th Street and Main Street/Hwy 75.
10th Street Pedestrian Zone definition	As proposed in the Pedestrian Analysis, this recommendation requires further review and analysis to determine feasibility in light of the existing right of way and current conditions.

10th Street and Warm Springs Road Rapid Flashing Beacon	As proposed in the Pedestrian Analysis, this recommendation requires further study and preparation of pedestrian warrants to assess if this is an appropriate device for this location.
Main Street Sidewalk Extension	<p>Staff recommends extending the 5' sidewalk on Main Street an additional 175' in length (approximately) to connect to the existing public sidewalk located adjacent to the Frenchmen's Place condominium development.</p> <p>There is not currently a sidewalk connecting the two properties but there is an informally created and well-worn pedestrian foot path; the new uses proposed for the site will generate additional pedestrian trips and a 5', paved, and ADA compliant sidewalk is recommended for safety purposes. See Attachment F.</p> <p>The applicant agrees to install 5' sidewalk connecting to Frenchmen's Place, which has been approved by ITD, as indicated on the Overall Site Plan (A-2.1).</p>

Attachment L:

Public comment received October 27, 2016 through Monday, December 5, 2016

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December 5, 2016

VIA EMAIL

Email: BSkelton@ketchumidaho.org

Planning & Zoning Commission
 City of Ketchum
 PO Box 2315
 Ketchum, ID 83340

Attention: Brittany Skelton

Re: Bracken Station CUP Application
 Our File No. 10894-002

Dear Commissioners:

On behalf of Dusty Wendland, owner of the Base Camp fuel station and convenience store on Warm Springs Road and operator of the two other Base Camp fuel stations in the valley, we submit this letter identifying the numerous issues which demonstrate that the Bracken Station C.U.P. Application remains deficient despite the further modifications to the Site Plan and Circulation Profiles provided by the Applicant dated November 23, 2016 (hereafter called the "November Revision"). As detailed in the subsequent sections, the Applicant's November Revision fails to cure any of the many deficiencies detailed in our previous letter to the Commission dated October 10, 2016; the November Revision introduces new and significant site circulation dangers to vehicular and pedestrian traffic; and the Applicant has again provided uncertified and, hence, unlawful and unreliable, documentation for the Commission's consideration. Thus, the Applicant has failed, even with the additional time and opportunity provided, to demonstrate that the conditional use will comply with Ketchum Ordinance §17.116.030, subsections B, C, D, & E. Because the Applicant has not demonstrated compliance with these criteria, even with conditions, the Application must be denied.

I. The November Revision Fails to Cure the Deficiencies Detailed in Our Letter to the Commission Dated October 10, 2016.

In a letter dated October 10, 2016, to this Commission, we previously asserted that the Applicant had provided a materially deficient, misleading, and unscientific

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Application which failed to *demonstrate* that the proposed conditional use will not materially endanger the health, safety, or welfare of the community, as *required* by Ketchum Ordinance §17.116.030, particularly with respect to criteria B, C, D, & E. As the aforesaid letter supported its assertions with eight clear, incontrovertible material deficiencies of the Application and twelve incontrovertible material dangers to the public posed by the Application, and as the November Revision fails to cure, and in some cases even address, these deficiencies and dangers, the record still does not support approval of the Application. As the Ketchum Code *requires* that the *Applicant demonstrate* that the proposal will not endanger the health, safety or welfare of the community, and as the Applicant has patently failed to do so, the Ketchum Code requires that the Commission deny the Application.

II. The Applicant's November Revision Introduces New and Significant Site Circulation Dangers to Vehicular and Pedestrian Traffic.

The new circulation profiles provided in the November Revision have introduced additional shortcomings and conflicts to the proposed Site Plan that create further material dangers to vehicular and pedestrian traffic. The Commission should recognize the following points of prevarication and conflict exhibited in the Applicant's November Revision:

1. Exhibit 1: North-Bound Car & Trailer Site Circulation (Fueling Options)

- The exhibit notates that a car & trailer has three "direct pull-in fueling options." According to the drawing, however, all three "direct" pull-in options also require the car & trailer to make a reversing maneuver to position successfully at those pump locations and, hence, are *not* "direct pull-in fueling options."
- To position a car & trailer at pump #3E (East) requires that pump #2E be simultaneously available and that there are no vehicles queued to exit the site.
- To position a car & trailer at pump #2E requires that pump #3E be simultaneously available and that there are no vehicles queued to exit the site. Furthermore, it will result in complete blockage of the site access.
- To position a car & trailer at pump #1W (West) requires that the position be "open" (multiple scenarios indicate that this position will be "closed" for deliveries during much of the business day).
- Use of pump #1W by a car & trailer blocks circulation around the western side of the canopy for all other vehicles, with a potential exception for passenger vehicles.
- The vehicle positioned at pump #1W reflects the gas tank location of a sedan (near the rear axle), whereas a truck & trailer combination (e.g., a landscaping vehicle) would have a gas tank location nearer to the cab of the truck. This

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would require that the vehicle position itself further to the north and thereby completely block site circulation around the canopy for all vehicles.

- To position a car & trailer at pumps #2W, #3W, and #1E requires a dangerous reversing maneuver across the length of the entire parking lot and the pedestrian crossway (i.e., the crossway between the pumps and store entrance) and requires that pump #1W not be in use simultaneously by a similar vehicle or box truck (to permit circulation of the car & trailer around the western side of the canopy). Furthermore, positioning a car & trailer at these pumps conflicts with a site egress queue.
- Use of position #2W appears that it would block site access for all but passenger vehicles.
- Use of position #1E stymies access for similar vehicles to position #1W.
- All car & trailers entering the site must transgress the fuel lid drop-point area of the UST (underground storage tank), which would not be possible if that area were coned off and gas hoses were attached to the drop-points during fuel deliveries or if another vehicle has queued in this area as shown in several other exhibits (e.g., Exhibit 10).
- Exhibits 10-14 indicate that 19' passenger vehicles parked in the on-site parking spaces in front of the store extend beyond the length of the striped parking stalls. Longer vehicles or vehicles with rear-mounted bike racks will extend further. These parked vehicles conflict with the reversal maneuvers shown for cars & trailers positioning into pumps #1E, #2W, and #3W.

2. Exhibit 2: North-Bound Box Truck Site Circulation (Fueling and Queue Options)

- The exhibit notates that a box truck has two "direct pull-in fueling options." According to the drawing, however, there is only *one* "direct" pull-in option, and even it requires the box truck to make a reversing maneuver to position at pump #1W. Consequently, it is *not* a "direct pull-in fueling option."
- To position a box truck at pump #1W requires that the position be "open" (multiple scenarios indicate that this position will be "closed" for deliveries during much of the business day).
- Use of pump #1W by a box truck blocks circulation around the western side of the canopy for all other vehicles, with the potential exception of passenger vehicles.¹

¹The Applicant indicates on the exhibit that a box truck has "direct pull-in fueling options: 2; back-in fueling options: 4." However, if pump #1W is occupied, it appears that no other box truck could circulate around the canopy to perform the "back-in" maneuvers required to position at the other pump options. As logic would suggest that the first box truck to arrive at the site would presumably stop at the first accessible pump, which would be pump #1W, any similar vehicle entering the site subsequently could not circulate around the west side of first box truck to access *any* of the "back-in fueling options." Thus, the Applicant still offers only *one* fueling option (not six) for this north-bound vehicle type, and this one option still requires a reversal maneuver and stymies site circulation for all other vehicles. Similar logic applies to the "car & trailer" exhibits.

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- To position a box truck at pumps #2E/W, #3E/W, and #1E requires a dangerous reversing maneuver across the length of the entire parking lot and the pedestrian crossway (i.e., the crossway between the pumps and store entrance) and requires that pump #1W not be in use simultaneously by a similar vehicle or car & trailer (to permit circulation of the box truck around the western side of the canopy). Furthermore, positioning a box truck at these pumps conflicts with a site egress queue.
- To position a box truck at pump #2E requires that pump #3E be available simultaneously and that there are no vehicles queued to exit the site. Furthermore, it will result in a complete blockage of the site access.
- Use of position #2W appears that it would block site access for all, with the potential exception of passenger vehicles.
- Use of position #1E stymies access for similar vehicles to position #1W.

3. Exhibit 3: North-Bound Car Site Circulation (Fueling Options)

- When vehicles are parked at the pumps, it would appear that a vehicle circulating the canopy to use the on-site parking spaces in front of the store could not access the first three parking spots without additional reversal maneuvers.
- Reversing out of on-site parking spaces in front of the store conflicts with site egress queues and vehicles parked at pumps.
- A passenger vehicle maneuvering around a single queued vehicle must transgress the fuel lid drop-points of the UST, which would not be possible if that area is coned off and gas hoses are attached to the drop-points during fuel deliveries or if another vehicle has queued in this area as shown in several other exhibits (e.g., Exhibit 10).

4. Exhibit 4: South-Bound Car & Trailer Site Circulation

- All of the criticisms of "Exhibit 1: North-Bound Car & Trailer Site Circulation (Fueling Options)" apply to this exhibit.

5. Exhibit 5: South-Bound Box Truck Site Circulation (Fueling and Queue Options)

- The exhibit notates that a box truck has three "direct pull-in fueling options." According to the drawing, however, all three "direct" pull-in options also require the box truck to make a reversing maneuver to position successfully at those pump locations and, hence, are *not* "direct pull-in fueling options."
- To position a box truck at pump #3E requires that pump #2E be available simultaneously and that there are no vehicles queued to exit the site.

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- To position a box truck at pump #2E requires that pump #3E be available simultaneously and that there are no vehicles queued to exit the site. Furthermore, it will result in complete blockage of the site access.
- To position a box truck at pump #1W requires that the position be "open" (multiple scenarios indicate that this position will be "closed" for deliveries during much of the business day).
- Use of pump #1W by a box truck blocks circulation around the western side of the canopy for all other vehicles except maybe passenger vehicles.
- To position a box truck at pumps #2W, #3W, and #1E requires a dangerous reversing maneuver across the length of the entire parking lot and the pedestrian crossway (i.e., the crossway between the pumps and store entrance) and requires that pump #1W not be in use simultaneously by a similar vehicle or car & trailer (to permit circulation of the box truck around the western side of the canopy). Furthermore, positioning a box truck at these pumps conflicts with a site egress queue.
- Use of position #2W appears that it would block site access for all, with the potential exception of passenger vehicles.
- Use of position #1E stymies access for similar vehicles to position #1W.

6. Exhibit 6: South-Bound Car Site Circulation (Fueling Options)

- All of the criticisms of "Exhibit 3: North-Bound Car Site Circulation (Fueling Options)" apply to this exhibit.

7. Exhibit 7A: Car & Trailer Site North-Bound Exit Circulation

- The car & trailer fueling at pump #3E is required to back into the fuel lid drop-point area of the UST to perform its exiting maneuver. This would not be possible if that area were coned off and gas hoses were attached to the drop-points during fuel deliveries or if another vehicle has queued in this area as shown in several other exhibits (e.g., Exhibit 10). This maneuver also completely blocks the site access and conflicts with vehicles attempting to enter the site.
- The car & trailer fueling at pump #1E is required to drive over the pedestrian sidewalk area when exiting. This vehicle's egress travel path is also in conflict with a vehicle parked at pump #3W.
- The car & trailer fueling at pump #3W is required to perform a dangerous reversal maneuver across the length of the entire parking lot and the pedestrian crossway (i.e., the crossway between the pumps and store entrance) to align itself to exit the site.

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8. Exhibit 7B: Car & Trailer Site South-Bound Exit Circulation

- The car & trailer fueling at pump #3E is required to make a northern reversal maneuver to align itself to exit the site. This maneuver completely blocks the site access and conflicts with vehicles attempting to enter the site.
- The car & trailer fueling at pump #1E is required to drive over the pedestrian sidewalk area when exiting. This vehicle's egress travel path is also in conflict with a vehicle parked at pump #3W.
- The car & trailer fueling at pump #3W is required to perform a dangerous reversal maneuver across the length of the entire parking lot and the pedestrian crossway (i.e., the crossway between the pumps and store entrance) to align itself to exit the site.

9. Exhibit 8A: Box Truck Site North-Bound Exit Circulation

- The box truck fueling at pump #3E is required to make a northern reversal maneuver to align itself to exit the site. This maneuver completely blocks the site access and conflicts with vehicles attempting to enter the site.
- The box truck fueling at pump #3W is required to perform a dangerous reversal maneuver across the length of the entire parking lot and the pedestrian crossway (i.e., the crossway between the pumps and store entrance) to align itself to exit the site.
- The egress travel path of the box truck fueling at pump #1E is in conflict with a vehicle parked at pump #3W and nearly conflicts with pump #3 itself.
- Due to variances in fuel tank locations on vehicles, passenger vehicles are shown extending much further to the South when fueling than are the box trucks shown in this exhibit. The egress travel path of the box trucks fueling at pumps #3W and #1E/W conflicts with the position of a passenger vehicle fueling at pump #3E in several other exhibits (e.g., Exhibit 3).

10. Exhibit 8B: Box Truck Site South-Bound Exit Circulation

- The box truck fueling at pump #3W is required to perform a dangerous reversal maneuver across the length of the entire parking lot and the pedestrian crossway (i.e., the crossway between the pumps and store entrance) to align itself to exit the site.
- The egress travel path of the box truck fueling at pump #1E is in conflict with a vehicle parked at pump #3W and nearly conflicts with pump #3 itself.
- Due to variances in fuel tank locations on vehicles, passenger vehicles are shown extending much further to the South when fueling than are the box trucks shown in this exhibit. The egress travel path of the box trucks fueling at

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pumps #3W and #1E/W conflicts with the position of a passenger vehicle fueling at pump #3E in several other exhibits (e.g., Exhibit 3).

11. Exhibit 9A: Car Site North-Bound Exit Circulation

- The passenger car fueling at pump #2E must have no vehicle parked at pump #3E to exit the site as shown. Should position #3E be occupied, this passenger car would be required to make a northern reversal maneuver to align itself to exit the site. This maneuver would block the site access and conflict with vehicles attempting to enter the site.
- The passenger car fueling at pump #3E must have no vehicle parked at pump #2E to exit the site as shown. Should position #2E be occupied, this passenger car's egress travel path would conflict with the pedestrian sidewalk.

12. Exhibit 9B: Car Site South Bound Exit Circulation

- The passenger car fueling at pump #2E must have no vehicle parked at pump #3E to exit the site as shown. Should position #3E be occupied, this passenger car would be required to make a northern reversal maneuver to align itself to exit the site. This maneuver would block the site access and conflict with vehicles attempting to enter the site.
- The passenger car fueling at pump #3E is required to make a reversal maneuver to follow egress travel path drawn. Should the reversal maneuver be blocked by another vehicle at pump #2E, this passenger car's egress travel path would conflict with the pedestrian sidewalk.
- The passenger car fueling at pump #3W is required to make a reversal maneuver to follow egress travel path drawn. Should the reversal maneuver be blocked by another vehicle at pump #2W, this passenger car's egress travel path would conflict with the pedestrian sidewalk.

13. Exhibit 10: Configuration 1 - Truck and Trailer Queuing, Box Truck Delivery

- The travel path used by the north-bound delivery box truck requires that it transgress upon the space required by a vehicle fueling at pump #3E, as shown in other exhibits (e.g. Exhibit 3) and conflicts with site egress queues.
- The travel path used by the south-bound delivery box truck dangerously crosses over egress travel lanes and conflicts with the proposed counter-clockwise access and egress circulation of the site.
- Both delivery box trucks are required to perform dangerous reversal maneuvers across the length of the entire parking lot and the pedestrian crossway (i.e., the crossway between the pumps and store entrance).

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- The north-bound passenger vehicle at pump #2E cannot circulate the canopy to exit when another vehicle is queued as shown. Consequently the vehicle would likely seek egress via the site's access.
- The circulation path of the north-bound box truck nearly impacts four of the other six vehicles in the parking lot.

14. Exhibit 11: Configuration 2 - Truck and Trailer Fueling, Box Truck Queuing/Delivering

- The travel path used by the south-bound delivery box truck dangerously crosses over egress travel lanes when entering the site.
- The vehicle positioned at pump #1W reflects the gas tank location of a sedan (near the rear axle), whereas a truck & trailer combination (e.g., a landscaping vehicle) would have a gas tank location nearer to the cab of the truck. This would require that the vehicle position itself further to the north and thereby prevent the north-bound box truck from completing the queuing maneuver as shown. Consequently, it appears the box truck would completely block site access in this queuing scenario.

15. Exhibit 12: Configuration 3 - Truck and Trailer Fueling, Box Truck Fueling

- The car & trailer fueling at pump #3E is required to transgress the egress lanes to gain the fueling position shown and is required to block both the access lanes to gain the south-bound exit lane for its egress. While parked at the pump, it is blocking the southern access lane and the northern egress lane, as occurs in every other circulation exhibit as well.

16. Exhibit 13: Circulation with Fuel Truck on Site

- Closure of pump #1W during deliveries will result in greater queuing lengths and times for the remaining pumps due to equal demand with reduced supply of pump locations and in accordance with queuing theory.
- While the exhibit now reflects the viability of a 3-axle bobtail tank truck delivering fuel, receiving fuel deliveries from this size of truck is not *economically viable* for a business, as the cost of fuel increases approximately 8 cents per gallon on this size of tanker (versus a transporter) due to bulk quantity and freight considerations. Consequently, this truck cannot be the primary source of fuel deliveries for the business. Accordingly, a circulation exhibit of a full-size transporter should be provided to demonstrate viability of fuel deliveries to the site, unless a condition limiting deliveries to 3-axle bobtail tank trucks is imposed.

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17. Exhibit 14: Semi-Truck On-Site Delivery

- Closure of pump #1W during deliveries will result in greater queuing lengths for the remaining pumps due to equal demand with reduced supply of pump locations and in accordance with queuing theory.
- The semi-truck is required to perform a dangerous reversal maneuver across the length of the entire parking lot and the pedestrian crossway (i.e., the crossway between the pumps and store entrance) to position itself to exit the site.

Each of the conflicts delineated above further evidences the fact that the proposed Site Plan significantly and materially endangers both the motoring and pedestrian public. Furthermore, as the City Staff has correctly and repeatedly pointed out, the above delineation demonstrates that a "worst case scenario" of 5 passenger vehicles and 2 commercial vehicles simultaneously present on the site *is not required to cause the site's circulation to break down*. The Applicant's calculations² of and repeated attentions to "worst case scenario" are irrelevant because, in reality, it only takes *one vehicle parking in a particular location to gridlock the entire site and cause traffic backups to impact Highway 75*, thereby endangering motorists and pedestrians.

The Applicant's November Revision exemplifies that the proposed site's circulation breaks down, quite literally, at every turn and that it does so with almost any combination of any two vehicles. Consequently, the likelihood that poor site circulation will have a materially dangerous impact upon the public is, indeed, substantial and grave. Accordingly, the November Revision only further demonstrates that the proposed conditional use *will* materially endanger the health, safety, and welfare of the community and, therefore, does not support approval of the Application.

III. The November Revision Does Not Meet Legal Requirements and Cannot Be Relied Upon as Professional Opinion by a Government Agency.

Finally, it must be noted that the Applicant has again provided circulation profiles that do not comply with the requirements of the Idaho Code for submission of engineering drawings to a public or governmental agency. As previously provided to the Commission, Idaho Code §54-1215(3) states:

The seal, signature and date shall be placed on all final

² While the Applicant has insisted that this "worst case scenario" of 5 passenger vehicles and 2 commercial vehicles simultaneously present on the site occurred less than 1% of the time observations were made on the "eastern pumps" of a surrogate site, this assertion fails to account for the traffic observations made on the "western pumps" of the same surrogate site, and these alternative observations offer a much worse and much more frequent "worst case scenario." It is this alternative "worst case scenario" that should be considered by the Commission, as the City Staff has rightly recognized. Nevertheless, the "worst case scenario" is not required to cause the site circulation to malfunction and is, therefore, effectively irrelevant.

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specifications, land surveys, reports, plats, drawings, plans, design information and calculations, whenever presented to a client or any public or governmental agency. . . . In the event the final work product is preliminary in nature or contains the word "preliminary," such as a "preliminary engineering report," the final work product shall be sealed, signed and dated as a final document if the document is intended to be relied upon to make policy decisions important to the life, health, property, or fiscal interest of the public. . . .

*** * ***

. . . The application of the licensee's seal and signature and the date shall constitute certification that the work thereon was done by him or under his responsible charge. . . .

Idaho Code §54-1215(3)(b) & (c).

The circulation profiles in the November Revision provided by Samantha Stahlnecker of Benchmark Associates do not include a licensed engineer's seal and signature. While the exhibits provided are now entitled, "*Preliminary Improvements Plan*," and are now marked, "*Preliminary Only Not For Construction*," Idaho Code still clearly requires that, "[i]n the event the final work product is preliminary in nature or contains the word 'preliminary,' such as a 'preliminary engineering report,' the **final work product shall be sealed, signed and dated as a final document if the document is intended to be relied upon to make policy decisions important to the life, health, property, or fiscal interest of the public.**"

Because the Applicant has provided these preliminary drawings explicitly for the Commission to rely upon them in the making of policy decisions important to the life, health, property, and fiscal interests of the public, Idaho Code requires that they be signed and sealed by a licensed engineer to provide certification that the drawings have been completed under the licensee's responsible charge. As no such seal and signature have been provided, the submission by the Applicant violates the clear provisions of Idaho Code, and the Commission should not rely upon the evidence contained in the November Revision as constituting professional opinion.

CONCLUSION

As demonstrated in significant detail above, in conjunction with the evidence provided in our previous letter to the Commission dated October 10, 2016, the Application, even with the addition of the November Revision, does not meet the requirements of Ketchum Code §17.116.030, subsections B, C, D, & E. Rather, through several revisions and redrafts, Applicant has merely demonstrated that the site is NOT

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appropriate for the proposed use, even with conditions. Consequently, we respectfully request that the Commission find that the Bracken Station Application has not complied with the City Code and must, therefore, be denied.

Sincerely,

LAWSON LASKI CLARK & POGUE, PLLC



James R. Laski

JRL/dle
cc: Client

From: Karen Dickens [mailto:divaprima@aol.com]

Sent: Friday, December 02, 2016 10:54 PM

To: Participate <participate@ketchumidaho.org>; Brittany Skelton <BSkelton@ketchumidaho.org>; Micah Austin <maustin@ketchumidaho.org>; Participate <participate@ketchumidaho.org>

Cc: divaprima@aol.com

Subject: Bracken Gas Station

To whom it may concern,

I am writing this letter to express my utter disdain and dislike of the idea of putting in the "Gateway to Ketchum and Sun Valley" a gas station/minimart/ fast food restaurant complex at the northern entrance to our city! There are already 5 gas stations in Ketchum and Sun Valley...

2 Base Camps(South and Warm Springs), 1 Carwash/Gas station, 1 CFN/Texaco Gas station Northwood area, 1 Gas station Sun Valley Sinclair!

Why do we need another gas station that would create traffic on the highway entering our town, not to mention the ultimate damage to the environment, i.e. leaks, spills and fire risks? This is a bad Idea and needs to be stopped in it's tracks! Please consider the beautiful Valley of the Sun we live in and all it's glory, history, and natural setting. Do not pollute it with cheap gas, fast food , and mini mart traffic! We already have enough of that to go around.

Do we need semi trucks, trailers, winabagos and huge recreational vehicles, motorcycles, etc stopping on main street to " fill up"?

Lets be realistic about the future, and consider electric cars and solar power. Where are we going with this idea?

Please reconsider this terrible plan to put in a Gas station/ Mini mart/ Fast food restaurant in our "Gateway to Ketchum and Sun Valley".

Thank you with all our hearts,

Karen and Ken Dickens

Primavera Plants and Flowers

43 year residents

PO BOX 2076

Ketchum, Id 83340

208-720-7788

From: Gary Lipton External

Sent: Friday, December 02, 2016 12:26 PM

To: Participate <participate@ketchumidaho.org>

Subject: Bracken Station. Planning and Zoning Dept.

I have had a chance to look over the revised plans submitted by the Bracken Gas Station. The trees that were going to help with the dark sky lighting code issue have been removed. I remind the board that I have sent e mails and have stood up in front of your board no less than 6 times in the past discussing my issue. The Dark Sky Code in relationship to my property . You guys have not considered my request, and have not discussed this in an open public venue. I must regret to inform you that I am planing an appeal process upon your decision if the vote is to past the Bracken Gas Station project. I remain Gary Lipton

From: Richard Bartoccini [mailto:rbartoccini@gmail.com]

Sent: Monday, November 21, 2016 3:16 PM

To: Participate <participate@ketchumidaho.org>

Cc: Judi Bartoccini <jbartoccini@mac.com>

Subject: Bracken CUP

Hi: Just one final plea to turn this application down. It does not meet the conditions for a CUP, it will create dangerous traffic conditions, and it will be very disruptive to those of us who live nearby.

Thank you,

Richard and Judi Bartoccini

Frenchman's Place

360 9th St. East, Unit 24

Ketchum, ID 83340

From: Barbara Lee [mailto:bvle90@gmail.com]

Sent: Thursday, October 27, 2016 10:55 AM

To: Brittany Skelton

Subject: gas station minimart proposal for Ketchum's "Main Street USA"

Dear Brittany,

I understand that a gas station/ minimart is planned for the north end of Ketchum, on Main Street..

It is beyond my understanding why Ketchum City Planners would allow a commercial enterprise like this to be built on Ketchum's Main Street, which recently won a "Best Main Street in America" award.

There are enough gas stations in the Ketchum area.

Are the City Planners really going to agree to this addition?

REALLY?

I hope not.

Barbara Lee



City of Ketchum
Planning & Building

December 12, 2016

Planning and Zoning Commission
City of Ketchum
Ketchum, Idaho

Commissioners:

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF DECEMBER 12, 2016

PROJECT: 151 South Main Street Hotel and Residences Condominium Subdivision

FILE NUMBER: #16-103

OWNERS: Limelight Ketchum LLC

REPRESENTATIVE: James R. Laski, applicant's attorney

REQUEST: Condominium Subdivision Final Plat approval to establish sixteen (16) condominium units and associated common areas.

LOCATION: 151 S. Main St, Ketchum, ID (Ketchum Townsite, AM Lot 1A, Block 20)

NOTICE: Notice for the Preliminary Plat was mailed to property owners within 300 feet and affected agencies on Friday, January 15, 2016. Notice for the Preliminary Plat was published in the Idaho Mountain Express on Wednesday, January 20, 2016.

No noticing is required for the Final Plat.

ZONING: Community Core (CC) Sub-district A, Retail Core

REVIEWER: Micah Austin, AICP, Planning and Building Director

RECOMMENDATION: Staff recommends approval of the condominium Final Plat, finding the application meets all applicable subdivision and zoning standards.

ATTACHMENTS:

- A. Applicant Submittal
 - Application form, dated December 5, 2016
 - Final Plat, dated January 16, 2016
 - Declaration of Covenants, Conditions and Restrictions for 151 South Main Hotel and Residences, stamped "received" on January 25, 2016

- Bylaws of 151 South Main Hotel and Residences Owner's Association, Inc., stamped "received" on January 25, 2016
 - Articles of Incorporation
- B. Public comment – None to date

STAFF ANALYSIS

The applicant has submitted the Final Plat application to establish sixteen (16) condominium units, one being the hotel, another the ground floor retail space, and the remaining fourteen (14) being residential condominium units, in addition to the associated common areas and limited common areas.

The units' configuration, size and layout conform to the approved Design Review, Planned Unit Development (PUD), Building Permit plans, and approved Preliminary Plat for the project. The PUD approval supersedes the underlying zoning code requirements.

The Final Plat is first being considered by the Planning and Zoning Commission. Per KMC 16.04.030.F, if the Final Plat substantially conforms to the Preliminary Plat and the Final Plat is in compliance with all requirements the Commission shall approve the Final Plat. Thereafter the Final Plat shall be transmitted to City Council for approval. If the Final Plat conforms to all requirements of this chapter, all conditions place upon the Preliminary Plat, and all requirements of Idaho law, Council shall approve the final plat. However, the Final Plat shall not be signed by the city clerk and recorded until the condominiums have received a certificate of occupancy, the CC&Rs have been recorded, and all design review elements as approved by the planning and zoning administrator have been completed.

Staff has reviewed the Final Plat and finds it meets city standards and it substantially conforms to the Preliminary Plat. Staff recommends approval of the Final Plat.

The following provides staff's comments and analysis regarding the condominium Final Plat.

City Department Comments						
Compliant			Standards and Staff Comments			
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Complete Application		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Department Comments	Police Department: • No comment.		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: • No comment.		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer: • No comment.		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets: • No comment.		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Utilities: • No comment.		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Parks and Recreation: • No comment.		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Building: • No comment.		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Planning and Zoning: • As outlined below in this staff report.		

Final Plat Requirements						
Compliant			Standards and Staff Comments			
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Complete Application		
			<i>Staff Comments</i>	The application has been reviewed and determined to be complete.		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.C Final Plat Procedure	<p>1. The final plat procedure contained in subsection 16.04.030F of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the condominium has received:</p> <ul style="list-style-type: none"> a. A certificate of occupancy issued by the city of Ketchum; and b. Completion of all design review elements as approved by the planning and zoning administrator. <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code. Prior to final plat approval, the subdivider shall submit to the city a copy of the final bylaws and condominium declarations which shall be approved by the council and filed with the Blaine County recorder, including the instrument number(s) under which each document was recorded.</p>		
			<i>Staff Comments</i>	The Final Plat application is being reviewed by the Commission at this time. After the Commission forwards the application to City Council the Council will review the application. The Council will not approve the Final Plat until a certificate of occupancy has been		

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
				<i>issued and all design review elements have been completed and approved or a security deposit has been accepted in accordance with this section.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.D Garage	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			Staff Comments	<i>The garage is designated on the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.E Storage Areas	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			Staff Comments	<i>Each residential condominium has a dedicated storage room in the basement of the building that has been designated as limited common area. Article 7 of the CC&R's provides for the association to assign storage areas for the exclusive use of each unit. Storage is not allowed in the limited common area parking spaces. Section 13.9 of the CC&R's provides that boats, campers and trailers may not be stored on the premises. In addition, the hotel has storage in the basement and sporting equipment storage on the main floor.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.F Maintenance Building	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			Staff Comments	<i>Maintenance facilities are provided in the form of common area and limited common area, located in the basement level of the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.G Open Space	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			Staff Comments	<i>Section 14.5 of the CC&R's provides for a residential unit owners easement over and across certain hotel limited common area (such as the porte-cochere and exterior open space plaza on the ground level) which will be maintained by the hotel unit owner. Each residential condominium unit also has its own limited common area in the form of a deck, exclusive to that unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.H General Applicability	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.
			Staff Comments	<i>As a condition of approval, all other provisions of this chapter and all applicable ordinances rules and regulations of the city and other governmental entities having jurisdiction shall be complied with by the condominium subdivision.</i>

STAFF RECOMMENDATION

Staff recommends approval of the proposed condominium Final Plat, finding that it meets all applicable subdivision and zoning standards. The Commission should consider the full record of facts and evidence brought forward on this application based on staff reports, applicant information, public comments, and other relevant information. Based on the information presented and received, the following options should be considered by the Commission:

1. On the whole, the application is in compliance with the subdivision and zoning ordinances and other adopted or enforced city policies or codes and approve the condominium Final Plat request with conditions 1-10 below.
2. On the whole, the application is not in compliance with the subdivision and zoning ordinances and other adopted or enforced city policies or codes and deny the request for a condominium Final Plat because of the following standards. (Commission to insert reasons for denial.)
3. If the Commission is not opposed to the entire application but only with certain aspects of the proposal, the Commission may amend and revise the proposal and/or modify conditions to address their concerns and proceed with approving the condominium Final Plat application.
4. If the Commission does not feel they have all the information they need to make a decision they may require additional information to be brought forth at a future meeting.
5. The Commission may determine some other option based on the information presented at the meeting.

PROPOSED MOTIONS

"I move to approve the condominium Final Plat by Limelight Ketchum LLC for 151 South Main Street Hotel and Residences Condominium Subdivision with conditions 1-10 below;" or

"I move to deny the condominium Final Plat by Limelight Ketchum LLC for 151 South Main Street Hotel and Residences Condominium Subdivision because of the following standards." (Commission to insert reasons for denial.)

PROPOSED CONDITIONS

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

7. All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department;
8. The final plat shall not be signed by the City Clerk and recorded until the condominium development has received:
 - a. A certificate of occupancy issued by the city of Ketchum; and,
 - b. Completion of all design review elements as approved by the Planning and Zoning Administrator;
9. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120; and
10. All other provisions of Ketchum Municipal Code, Chapter 16, Subdivision Regulations, and all applicable ordinances rules and regulations of the city and other governmental entities having jurisdiction shall be complied with by the condominium subdivision.

**CERTIFIED
COMPLETE**

12/5/16

File Number: 16-103

CITY OF KETCHUM SUBDIVISION APPLICATION

NAME OF PROPOSED SUBDIVISION: 151 South Main Hotel and Residences

OWNER OF RECORD: Linelight Ketchum LLC

ADDRESS OF OWNER: PO Box 1248, Aspen CO 81612

REPRESENTATIVE OF OWNER: Jim Laske

CONTACT: Owner: _____ Representative: X Phone No.: 725-0055

Mailing Address: PO Box 3310 Ketchum ID 83340

LEGAL DESCRIPTION: (attach if necessary): Lot 1A, Block 20, Ketchum Townsite

STREET ADDRESS: 151 S Main St Ketchum

SUBDIVISION FEATURES: Number of Lots: Condominium

Number of Dwelling Units: 16 Units

Total land area in acres or square feet: 1.11 acres

Current Zoning District: CC Proposed Zoning District: CC

Overlay District: Flood _____ Avalanche _____ Pedestrian _____ Mountain _____

Type: Condominium X Land _____ PUD _____ Townhouse _____

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

Easements to be dedicated on final plat: (describe briefly): None Public utility easement

Proposed and existing exterior lighting: (described briefly): See design review

IMPROVEMENTS TO BE INSTALLED PRIOR TO FINAL PLAT APPROVAL:

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

ATTACHMENTS TO COMPLETE APPLICATION:

Copies of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations

Copy of current title report and owner's recorded deed to the subject property

Six (6) copies of preliminary plat; one (1) 11x17 copy; and, a CD or email of the electronic copy (pdf) of the plat

The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay the reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I hereby certify that all information requested, as submitted, is prepared to the best of my ability and knowledge and I request that this application be processed for consideration as a subdivision.

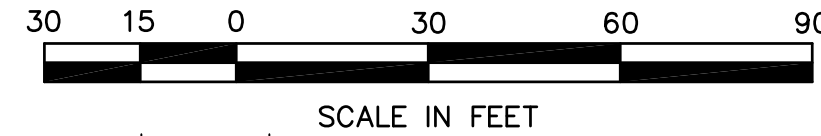
Signature of Owner/Representative: [Signature]

Date: 12-5-16

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

A PLAT SHOWING
151 SOUTH MAIN HOTEL & RESIDENCES

WHEREIN LOT 1A, BLOCK 20, KETCHUM TOWNSITE IS REPLATTED INTO 16 CONDOMINIUM UNITS
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
DECEMBER 2016



SCALE IN FEET

SCALE: 1" = 30'

LEGEND

- Property Boundary
- Adjoiners Lot Line
- Centerline of Right of Way
- Proposed Easement
- GIS Tie
- Record Information per Instrument No. 406021
- Found 3" Brass Cap
- Found Aluminum Cap
- Found 1 1/2" Brass Cap
- Found 5/8" Rebar

NOTES

- THIS PLAT IS A REPLAT OF LOT 1A, BLOCK 20, KETCHUM TOWNSITE, RECORDED UNDER INSTRUMENT NO. 406021, RECORDS OF BLAINE COUNTY, IDAHO.
- REFERENCE IS MADE TO INSTRUMENT NO. 197659, RECORDS OF BLAINE COUNTY, IDAHO, WHICH IS ORDINANCE NO. 41 OF THE VILLAGE OF KETCHUM. SAID ORDINANCE VACATED THE ALLEY OF BLOCK 20, KETCHUM TOWNSITE.
- PROPERTY HEREON IS SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR 151 SOUTH MAIN HOTEL AND RESIDENCES AS RECORDED UNDER INSTRUMENT NO. _____ RECORDS OF BLAINE COUNTY, IDAHO.
- VERTICAL DATUM IS ASSUMED. BENCHMARK IS A FOUND 1/2" REBAR AT THE INTERSECTION OF FIRST STREET AND WASHINGTON AVENUE, ELEVATION = 5828.25.
- THE FIRST FLOOR ONLY IS SHOWN ON THIS PAGE FOR CLARITY, OTHER FLOORS ARE SHOWN ON SUBSEQUENT PAGES.

COMMON AREA SQUARE FOOTAGE TABLE	
FLOOR	SQUARE FEET
Basement	40,859
1st	6,505
2nd	23,759
3rd	25,785
4th	24,748
5th	24,798

OWNER OF RECORD AND SUBDIVIDER:

LIMELIGHT KETCHUM, LLC
PO Box 1248
Aspen, CO 81612

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

Date _____ South Central Public Health District

SEE SHEETS 2-7 FOR CONDOMINIUM UNIT
DIMENSIONS, UNIT TIES AND ADDITIONAL
NOTES

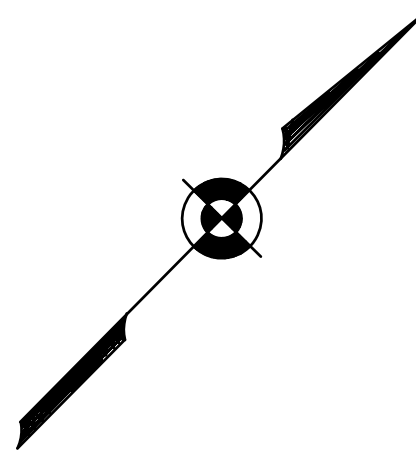
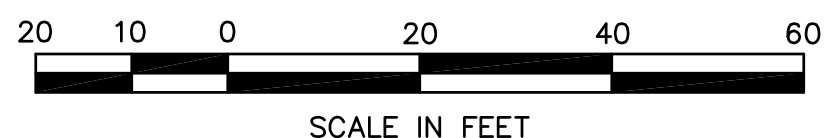
Brian D. Yeager, P.L.S. 13260

151 SOUTH MAIN
HOTEL & RESIDENCES
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 8
Job# 5633-05

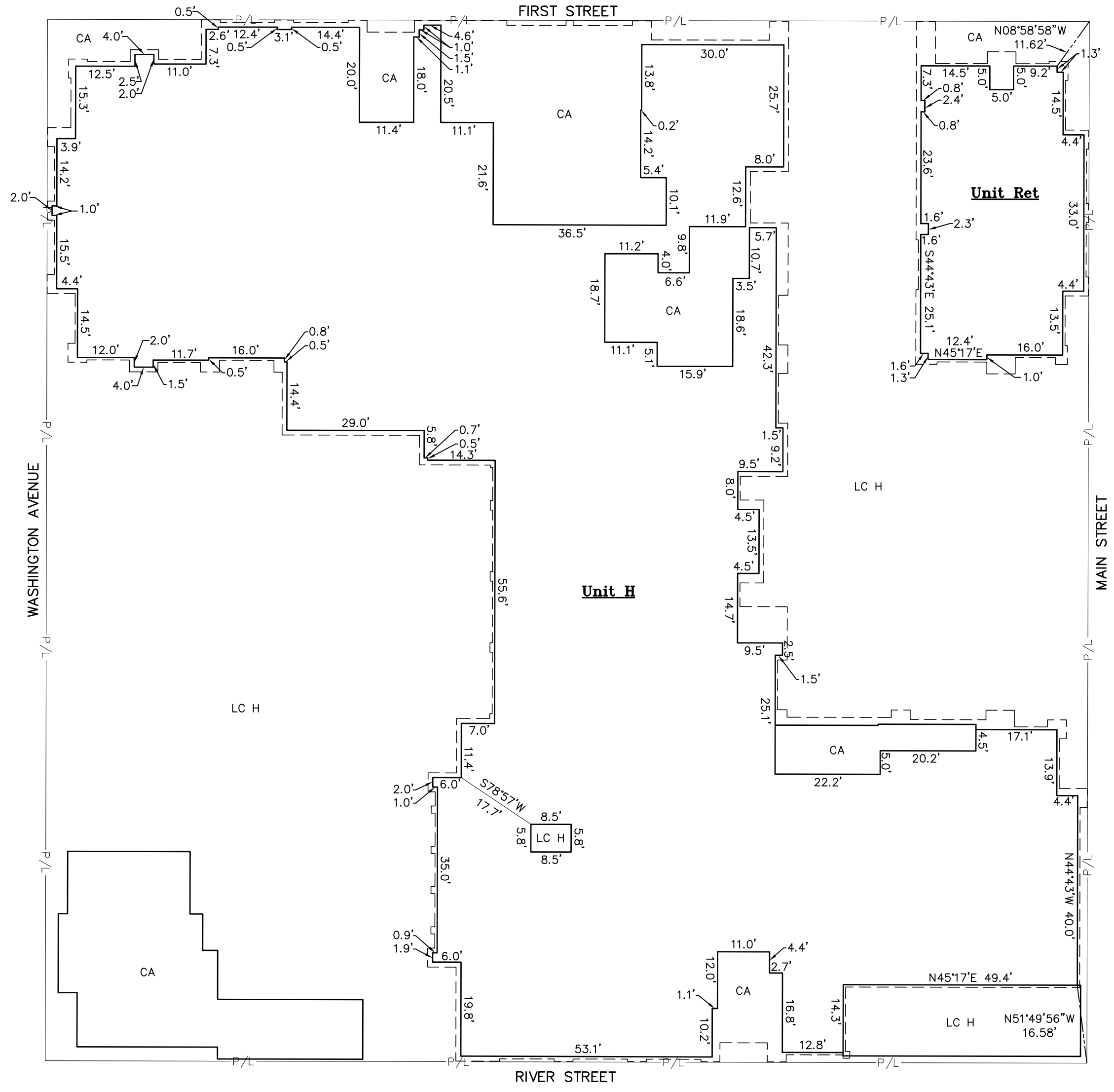
SHEET 2 OF 8
Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

FIRST FLOOR UNIT LAYOUT



SCALE: 1" = 20'



LEGEND

- P/L Property Boundary
- Building Outline
- Unit Outline
- Unit Tie
- CA Common Area
- LC Limited Common

NOTES

- IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
- HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
- DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
- CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
- ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
- BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
- UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
- FOUNDATIONS, COLUMNS, GIRDERS, BEAMS, SUPPORTS, PERIMETER AND SUPPORTING WALLS, CHIMNEYS, CHIMNEY CHASES, ROOFS, BALCONIES, WINDOWS, ENTRANCES AND EXITS, AND THE MECHANICAL INSTALLATIONS CONSISTING OF THE EQUIPMENT AND MATERIALS MAKING UP ANY CENTRAL SERVICES SUCH AS POWER, LIGHT, GAS, HOT AND COLD WATER, SEWER, CABLE TELEVISION, AND HEATING AND CENTRAL AIR CONDITIONING WHICH EXIST FOR USE BY ONE OR MORE OF THE UNITS, INCLUDING PIPES, VENTS, DUCTS, FLUES, CABLE CONDUITS, WIRES, TELEPHONE WIRE, AND OTHER SIMILAR UTILITY INSTALLATIONS USED IN CONNECTION THEREWITH, WHETHER LOCATED EXCLUSIVELY WITHIN THE BOUNDARIES OF ANY UNIT OR UNITS OR NOT, ARE COMMON AREA.

FIRST FLOOR LEVEL

Scale: 1" = 20'

THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE FIRST FLOOR IS 5832.0'
THE CEILING ELEVATION OF THE UNITS ON THE FIRST FLOOR IS 5846.0'

Brian D. Yeager, P.L.S. 13260

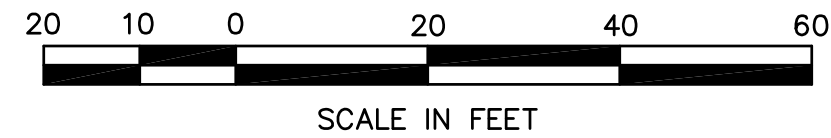
151 SOUTH MAIN
HOTEL & RESIDENCES

GALENA ENGINEERING, INC.
HAILEY, IDAHO

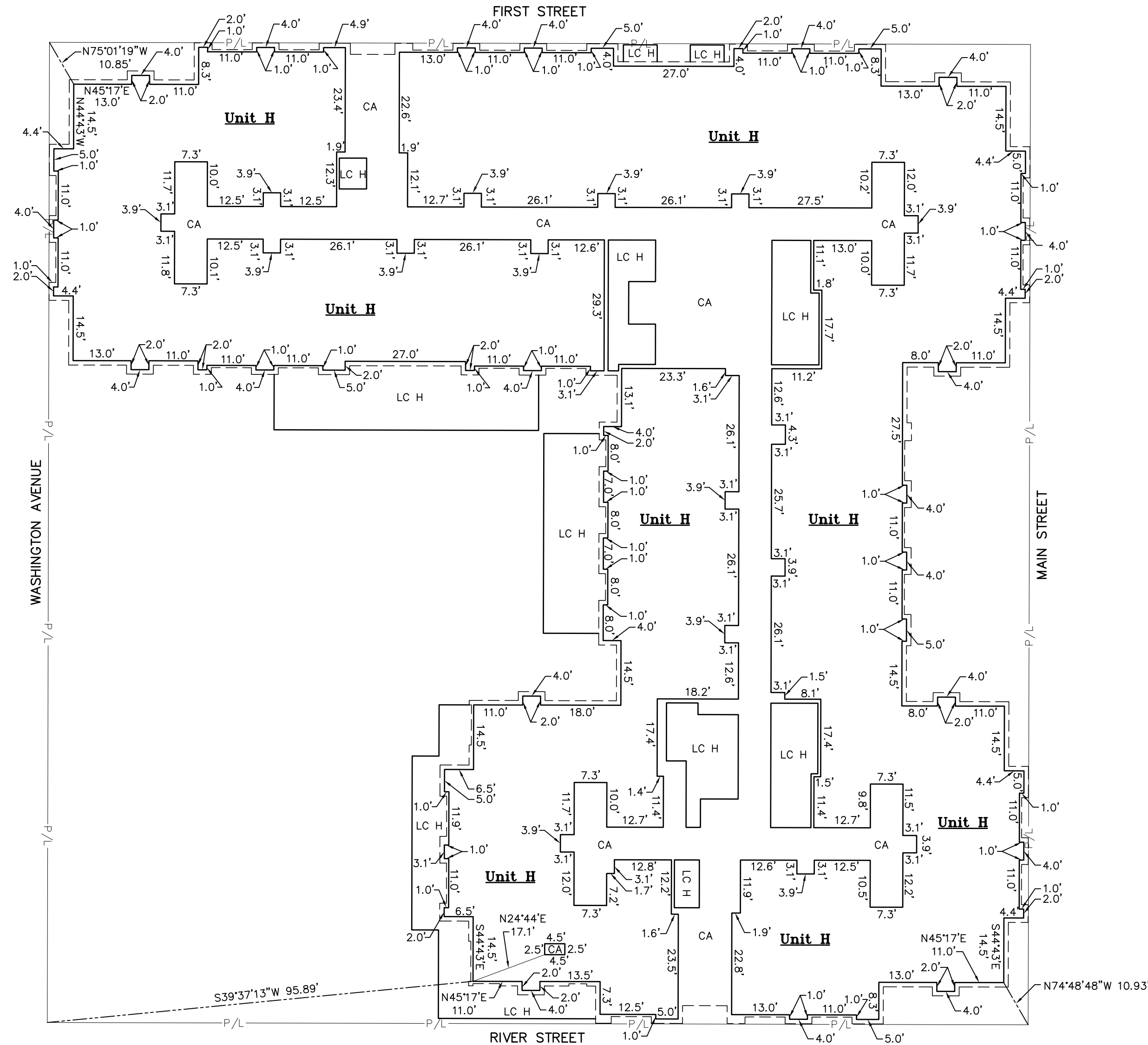
SHEET 3 OF 8
Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

SECOND FLOOR UNIT LAYOUT



SCALE: 1" = 20'

**LEGEND**

— P/L	Property Boundary
— Building Outline	Building Outline
— Unit Outline	Unit Outline
— Unit Tie	Unit Tie
CA	Common Area
LC	Limited Common

NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
2. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
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SECOND FLOOR LEVEL

Scale: 1" = 20'

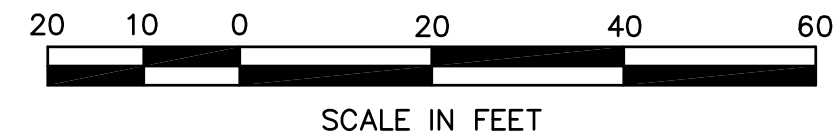
THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE SECOND FLOOR IS 5850.0'
 THE CEILING ELEVATION OF THE UNITS ON THE SECOND FLOOR IS 5858.0'

Brian D. Yeager, P.L.S. 13260

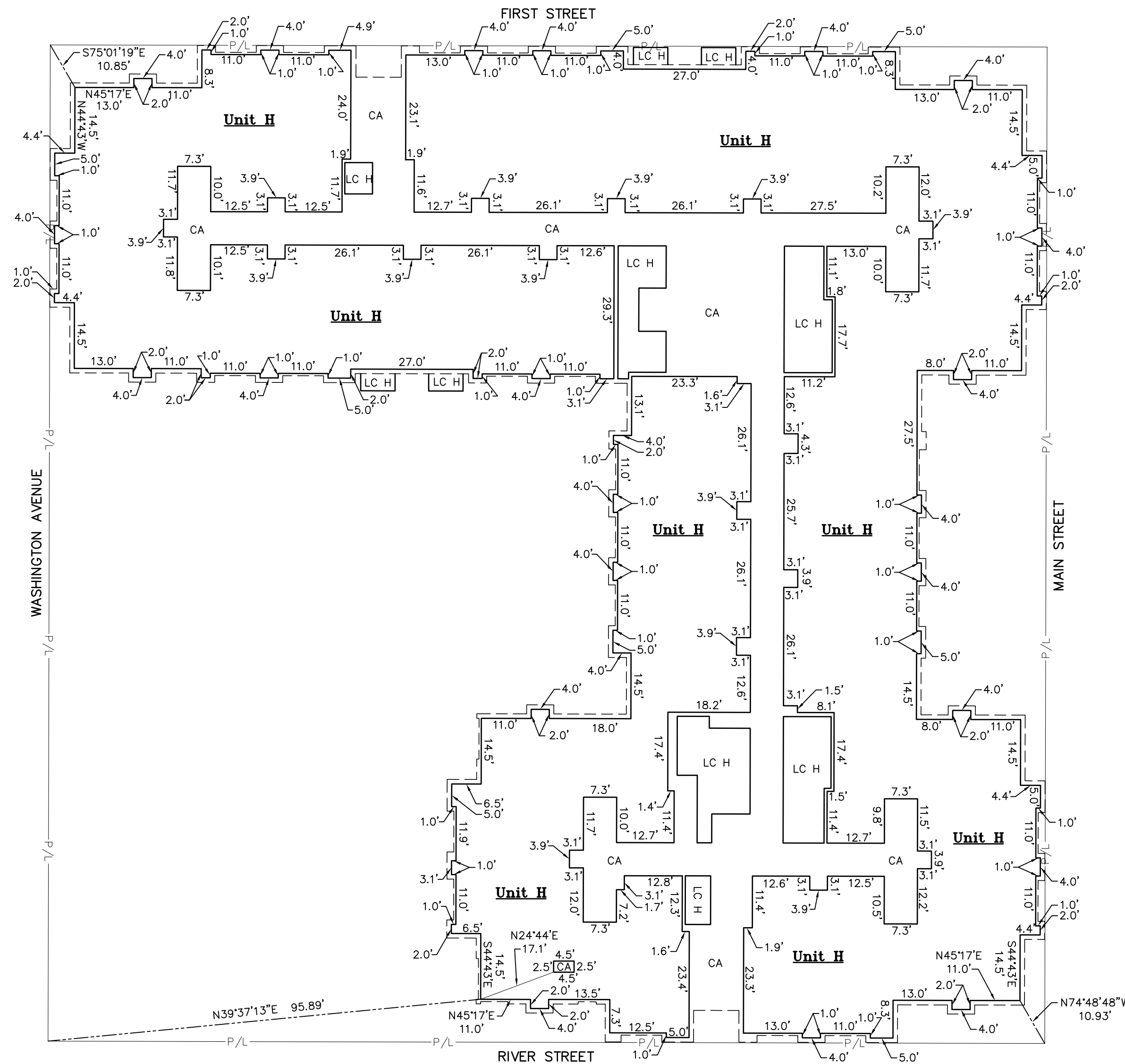
151 SOUTH MAIN
HOTEL & RESIDENCESGALENA ENGINEERING, INC.
HAILEY, IDAHOSHEET 4 OF 8
Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

THIRD FLOOR UNIT LAYOUT



SCALE: 1" = 20'

**LEGEND**

————— P/L —————	Property Boundary
-----	Building Outline
=====	Unit Outline
----- - - - -----	Unit Tie
CA	Common Area
LC	Limited Common

NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
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THIRD FLOOR LEVEL

Scale: 1" = 20'

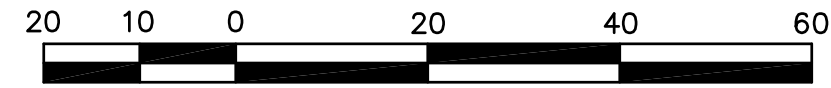
THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE THIRD FLOOR IS 5860.0'
 THE CEILING ELEVATION OF THE UNITS ON THE THIRD FLOOR IS 5868.5'

Brian D. Yeager, P.L.S. 13260

151 SOUTH MAIN
HOTEL & RESIDENCESGALENA ENGINEERING, INC.
HAILEY, IDAHOSHEET 5 OF 8
Job# 5633-05

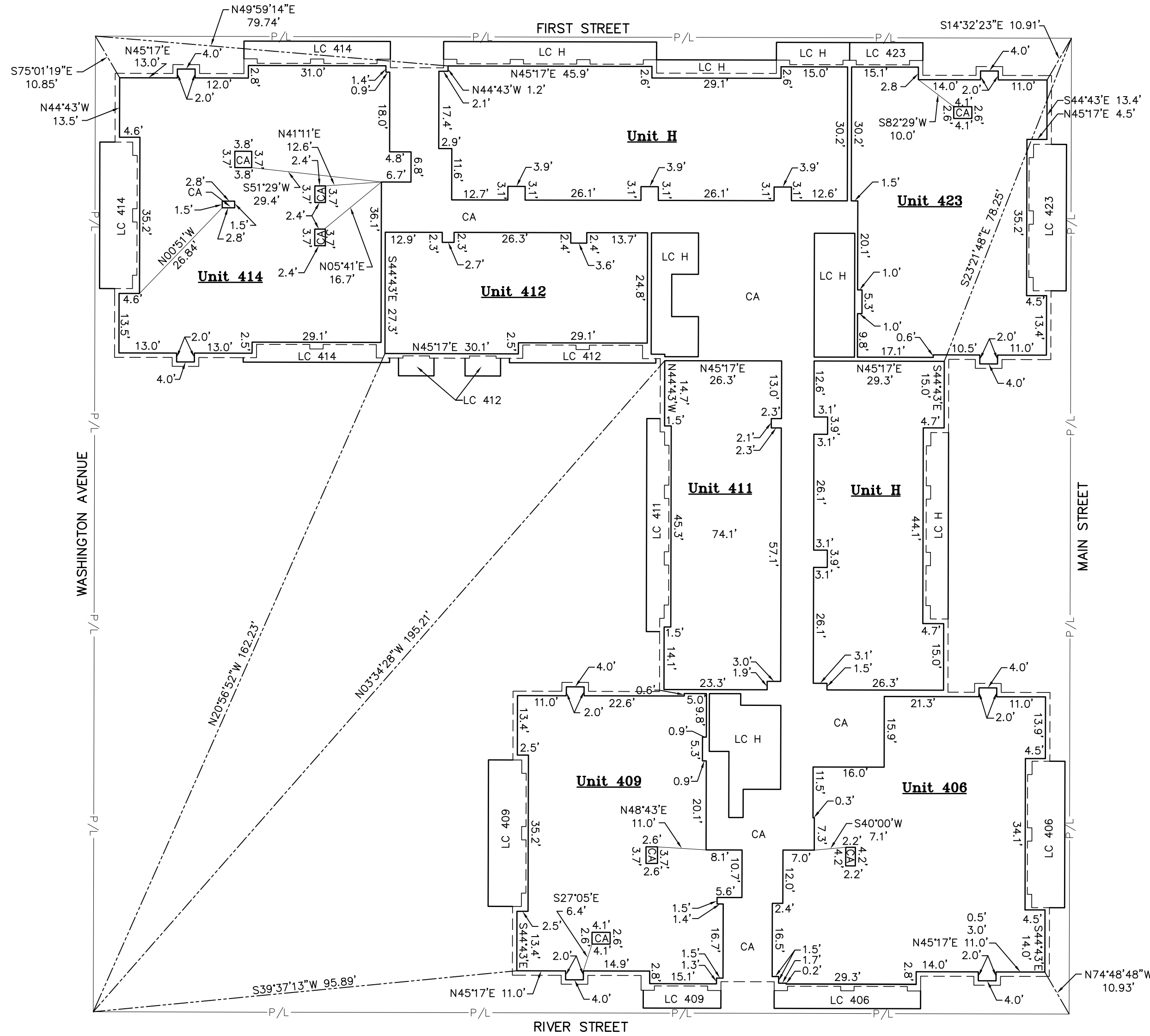
151 SOUTH MAIN HOTEL & RESIDENCES

FOURTH FLOOR UNIT LAYOUT



SCALE IN FEET

SCALE: 1" = 20'



LEGEND

---	Property Boundary
---	Building Outline
---	Unit Outline
---	Unit Tie
CA	Common Area
LC	Limited Common

NOTES

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7. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
8. FOUNDATIONS, COLUMNS, GIRDERS, BEAMS, SUPPORTS, PERIMETER AND SUPPORTING WALLS, CHIMNEYS, CHIMNEY CHASES, ROOFS, BALCONIES, WINDOWS, ENTRANCES AND EXITS, AND THE MECHANICAL INSTALLATIONS CONSISTING OF THE EQUIPMENT AND MATERIALS MAKING UP ANY CENTRAL SERVICES SUCH AS POWER, LIGHT, GAS, HOT AND COLD WATER, SEWER, CABLE TELEVISION, AND HEATING AND CENTRAL AIR CONDITIONING WHICH EXIST FOR USE BY ONE OR MORE OF THE UNITS, INCLUDING PIPES, VENTS, DUCTS, FLUES, CABLE CONDUITS, WIRES, TELEPHONE WIRE, AND OTHER SIMILAR UTILITY INSTALLATIONS USED IN CONNECTION THEREWITH, WHETHER LOCATED EXCLUSIVELY WITHIN THE BOUNDARIES OF ANY UNIT OR UNITS OR NOT, ARE COMMON AREA.

Brian D. Yeager, P.L.S. 13260

FOURTH FLOOR LEVEL

Scale: 1" = 20'

THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE FOURTH FLOOR IS 5871.5'
THE CEILING ELEVATION OF THE UNITS ON THE FOURTH FLOOR IS 5880.0'

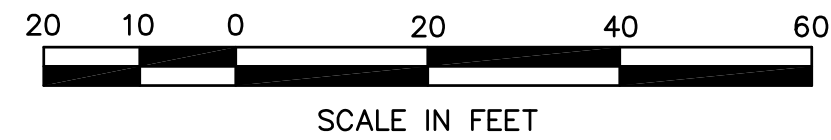
151 SOUTH MAIN
HOTEL & RESIDENCES

GALENA ENGINEERING, INC.
HAILEY, IDAHO

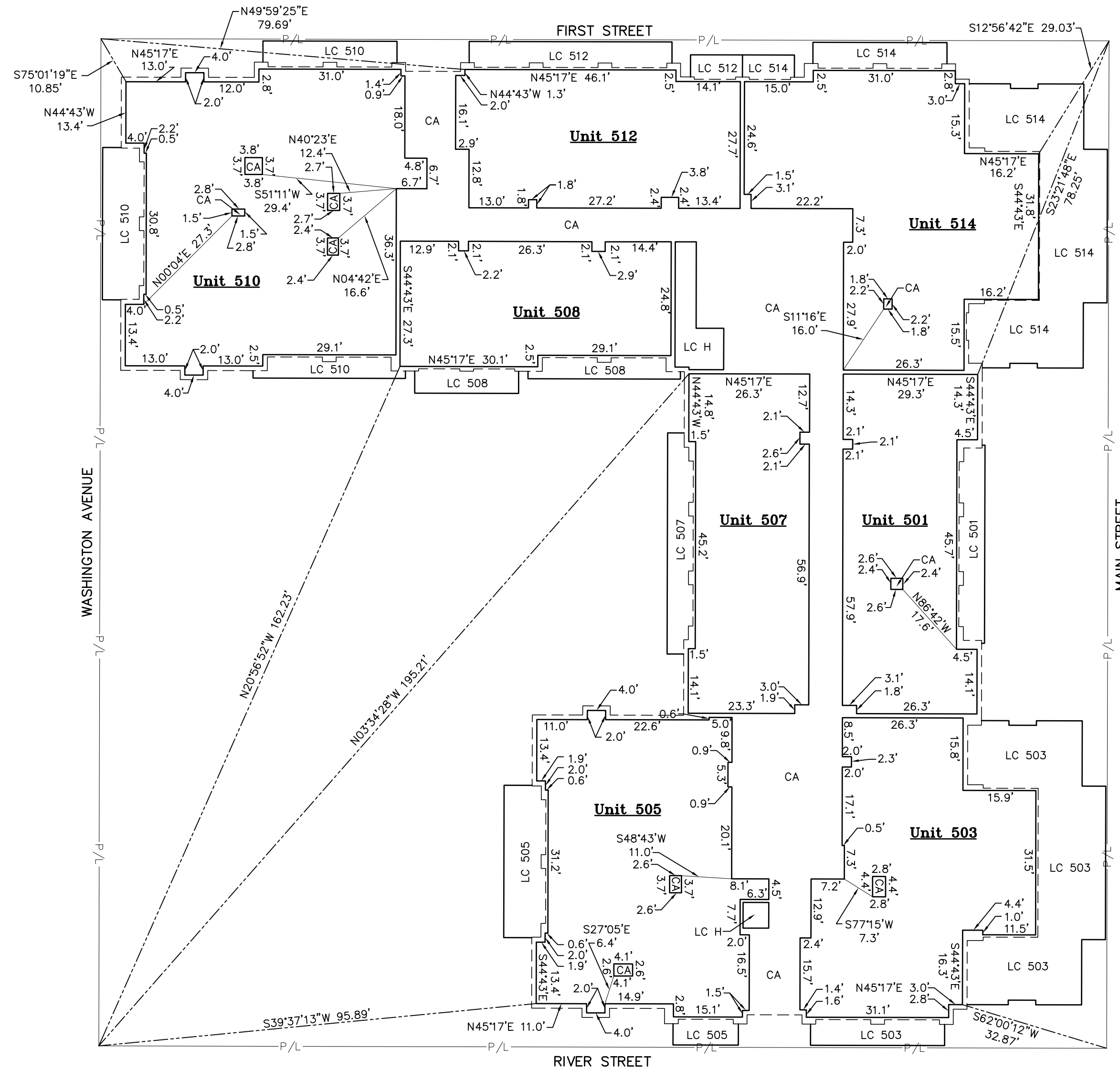
SHEET 6 OF 8
Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

FIFTH FLOOR UNIT LAYOUT



SCALE: 1" = 20'

**LEGEND**

— P/L	Property Boundary
—	Building Outline
—	Unit Outline
—	Unit Tie
CA	Common Area
LC	Limited Common

NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
2. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
3. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
4. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
5. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
6. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
7. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
8. FOUNDATIONS, COLUMNS, GIRDERS, BEAMS, SUPPORTS, PERIMETER AND SUPPORTING WALLS, CHIMNEYS, CHIMNEY CHASES, ROOFS, BALCONIES, WINDOWS, ENTRANCES AND EXITS, AND THE MECHANICAL INSTALLATIONS CONSISTING OF THE EQUIPMENT AND MATERIALS MAKING UP ANY CENTRAL SERVICES SUCH AS POWER, LIGHT, GAS, HOT AND COLD WATER, SEWER, CABLE TELEVISION, AND HEATING AND CENTRAL AIR CONDITIONING WHICH EXIST FOR USE BY ONE OR MORE OF THE UNITS, INCLUDING PIPES, VENTS, DUCTS, FLUES, CABLE CONDUITS, WIRES, TELEPHONE WIRE, AND OTHER SIMILAR UTILITY INSTALLATIONS USED IN CONNECTION THEREWITH, WHETHER LOCATED EXCLUSIVELY WITHIN THE BOUNDARIES OF ANY UNIT OR UNITS OR NOT, ARE COMMON AREA.

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Brian D. Yeager, P.L.S. 13260

151 SOUTH MAIN
HOTEL & RESIDENCESGALENA ENGINEERING, INC.
HAILEY, IDAHOSHEET 7 OF 8
Job# 5633-05

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described parcel of land:

A parcel of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 1A, Block 20, Ketchum Townsite

It is their intention to create a Project, including said real property, in this Condominium Plat. The owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of Idaho Code and that this plat complies with Idaho Code 50–1334. All units in this Condominium Project shall receive domestic water from an existing system and the City of Ketchum has agreed in writing to serve this Condominium Project.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements.

The Condominium Declaration of Covenants, Conditions and Restrictions governing this Condominium Project are recorded in the office of the Blaine County Recorder under Instrument Number _____.

Limelight Ketchum L.L.C. a Delaware Limited Liability Company

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2016, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

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

SURVEYOR’S CERTIFICATE

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

Brian D. Yeager, P.L.S. 13260

BLAINE COUNTY SURVEYOR’S APPROVAL

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

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

KETCHUM CITY ENGINEER’S APPROVAL

The foregoing condominium plat was approved by _____, City Engineer for the City of Ketchum on this _____ day of _____, 2016.

City Engineer

KETCHUM CITY COUNCIL’S APPROVAL

The foregoing condominium plat was approved by the City Council of Ketchum on this on this _____ day of _____, 2016.

City Clerk

BLAINE COUNTY TREASURER’S APPROVAL

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

Date

Blaine County Treasurer

BLAINE COUNTY RECORDER’S CERTIFICATE

151 SOUTH MAIN
HOTEL & RESIDENCES
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 8 OF 8
Job# 5633–05

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
151 SOUTH MAIN HOTEL & RESIDENCES**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR 151 SOUTH MAIN HOTEL & RESIDENCES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "*Declaration*") dated for reference purposes _____, 2016, shall be effective upon recordation in the office of the Recorder in Blaine County, Idaho. This Declaration is made by Limelight Ketchum, LLC, a Delaware limited liability company (the "*Declarant*"). Declarant is the owner of certain real property in the City of Ketchum, Blaine County, Idaho more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "*Property*"). Declarant hereby makes the following grants, submissions, and declarations:

ARTICLE 1. IMPOSITION OF COVENANTS

Section 1.1 Purpose. The purpose of this Declaration is to create a mixed use hotel/retail/residential condominium project known as 151 South Main Hotel & Residences (the "*Project*") by submitting the Property to the condominium form of ownership and use pursuant to the Idaho Condominium Act, Idaho Code §§ 55-1501 *et seq.*, as amended and supplemented from time to time (the "*Act*"). The Project shall be a combination hotel and residential project consisting of: (a) a commercial hotel unit including ninety-nine (99) hotel rooms and suites, a restaurant and bar, recreational facilities and retail space; (b) a single commercial unit for retail sales; and (c) fourteen (14) residential units, all as determined by Declarant.

Section 1.2 Intention of Declarant. Declarant desires to protect the value and desirability of the Project, to further a plan for the improvement, lease, sale and ownership of the Units in the Project, to create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience, and welfare of the Owners of Units in the Project.

Section 1.3 Declaration. To accomplish the purposes and intentions recited above, Declarant hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property now and in the future, to condominium ownership under the Act, and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration, and Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

Section 1.4 Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, all Unit Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

ARTICLE 2. DEFINITIONS

The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

Section 2.1 “Act” means the Idaho Condominium Act as defined in Section 1.1 hereof. In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.

Section 2.2 “Allocated Interests” means the undivided interest in the Common Elements and the Common Expense Liability and the votes in the Association allocated to each of the Units in the Project. The formulas used to establish the Allocated Interests are described in Article 4. The Allocated Interests for each Unit are set forth on Exhibit B.

Section 2.3 “Articles of Incorporation” means the Articles of Incorporation of 151 South Main Hotel & Residences Owners’ Association as filed with the Idaho Secretary of State, a copy of which is attached hereto as Exhibit C.

Section 2.4 “Assessments” means the annual, special and default Assessments, if any, levied pursuant to this Declaration.

Section 2.5 “Association” means the 151 South Main Hotel & Residences Owners’ Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

Section 2.6 “Board of Directors” or “Board” means the governing body of the Association, as provided in this Declaration and in the Articles of Incorporation and Bylaws of the Association and in the Act.

Section 2.7 “Bylaws” means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including the amendments thereto, copies of which are attached hereto as Exhibit D.

Section 2.8 “Common Area” or “Common Elements” means all of the Project, other than the Units, but including, without limiting the generality of the foregoing, the following components:

- (a) the Property; and
- (b) the Improvements (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, balconies, windows, entrances and exits, and the mechanical installations of the Improvements consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable television, and heating and central air conditioning which exist for use by one or more of the Unit Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith), whether located exclusively within the boundaries any Unit or Units or not, except for the Units; and
- (c) corridors, elevators, and stair towers; and
- (d) the yards, sidewalks, walkways, paths, grass, shrubbery, trees, driveways, roadways, plaza, parking garage and parking areas, and related facilities upon the Property; and
- (d) the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Improvements existing for use of one or more of the Unit Owners; and
- (e) in general, all other parts of the Project designated by Declarant as Common Elements and existing for the use of one or more of the Unit Owners.

The Common Elements shall be owned by the Unit Owners of the separate Units, each Unit Owner of a Unit having an undivided interest in the Common Elements as allocated in Exhibit B.

Section 2.9 “Common Expenses Liability” means the liability for Common Expenses allocated to each Unit pursuant to this Declaration.

Section 2.10 “Common Expenses” means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including, without limiting the generality of the foregoing, the following items:

- (a) expenses of administration, insurance, operation, and management, repair or replacement of the Common Elements except to the extent such repairs and replacements are responsibilities of a Unit Owner as provided in this Declaration;
- (b) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;
- (c) all sums lawfully assessed against the Units by the Board of Directors;
- (d) expenses agreed upon as Common Expenses by the members of the Association;
- (e) expenses provided to be paid pursuant to any Management Agreement; and
- (f) personal property associated with the Common Area.

Section 2.11 “Costs of Enforcement” means all monetary fees, fines, late charges, interest, expenses, costs, including receiver’s and appraiser’s fees, and reasonable attorneys’ fees and disbursements, including legal assistants’ fees, incurred by the Association in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Project Documents.

Section 2.12 “Declarant” means Limelight Ketchum, LLC, a Delaware limited liability company, its successors and assigns.

Section 2.13 “Declaration” means this Declaration, together with any supplement or amendment to this Declaration, and any other recorded instrument however denominated that exercises a Development Right, executed by Declarant and recorded in the Records. The term Declaration includes all Plats recorded with this Declaration and all amendments to the Declaration and supplements to the Plats without specific reference thereto.

Section 2.14 “Deed” means each initial Special Warranty, Warranty or Grant Deed recorded after the date hereof by which Declarant conveys a Unit.

Section 2.15 “Eligible First Mortgagee” means a First Mortgagee that has notified the Association in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for in Article 19 entitled “Mortgagee Protections”.

Section 2.16 “First Mortgagee” means a holder of a Security Interest in a Unit that has priority over all other Security Interests in the Unit.

Section 2.17 “Hotel Unit” means Unit H as depicted on the Plat.

Section 2.18 “Improvement(s)” means the building(s) (including all fixtures and improvements contained within it) located on the Property in which Units or Common Elements are located.

Section 2.19 “Limited Common Elements” means those parts of the Common Elements that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Elements shall include the common or party wall shared by adjoining Units which are owned by the same Person, any window, patio or deck door, balcony, deck, patio, courtyard or porch appurtenant to and accessible only from a Unit, any shutters, awnings, window boxes, doorsteps, stoops, porch, balcony or patio designated or designed to serve a single Unit but located outside the Unit’s boundaries, storage spaces and parking spaces outside Units designated as Limited Common Elements in this Declaration or on the Plat, if any. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Limited Common Elements also include any portion of the Common Elements allocated by this Declaration or on the Plat as Limited Common Elements. All Limited Common Elements shall be used in connection with the appurtenant Unit(s) to the exclusion of the use thereof by the other Unit Owners, except by invitation. Subject to the Association’s overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine care and cleaning of the walls, ceilings and floors of any balcony, patio or of any other Limited Common Elements appurtenant to and accessible only from the Unit Owner’s Unit, and for keeping the same in a clean, sanitary, and attractive condition. Extraordinary maintenance and renovations of the Limited Common Elements shall require the prior written approval of the Association or shall be performed by the Association. No reference to Limited Common Elements need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Elements appurtenant to a Unit.

Limited Common Elements may be classified as “Hotel Limited Common Elements”, “Retail Limited Common Elements” or “Residential Limited Common Elements.” The designation as a Residential Limited Common Elements means the area so designated shall be used by all Residential Unit Owners in common, to the exclusion of the Hotel Unit Owner and the Retail Unit Owner. Hotel Limited Common Elements include, without limitation, the porte-cochere and exterior plaza on the ground level of the Project.

Section 2.20 “Majority of Owners” means a majority (or any greater percentage that may be specifically required for a particular action or authorization by the terms of this Declaration) of the total **voting power** of the members of the Association.

Section 2.21 “Management Agreement” means any contract or arrangement entered into for purposes of discharging the responsibilities of the Board of Directors relative to the operation, maintenance, and management of the Project.

Section 2.22 “Managing Agent” means a person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association.

Section 2.23 “Occupant” means any member of a Residential Unit Owner’s family or a Unit Owner’s guests, invitees, tenants, employees, or licensees who occupy a Unit or are on the Common Elements for any period of time.

Section 2.24 “Period of Declarant Control” means the maximum period of time defined and limited by Section 8.6 of this Declaration during which the Declarant may, at its option, control the Association.

Section 2.25 “Person” means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision or any combination thereof.

Section 2.26 “Plat” means that part of a Declaration that is a land survey plat as set forth in Idaho Code § 50-1301, as amended, depicts all or any portion of the Project in two dimensions, is executed by the Declarant, and is recorded in the Records.

Section 2.27 “Project” means the term as defined in Section 1.1 hereof.

Section 2.28 “Project Documents” means the basic documents creating and governing the Project, including, but not limited to, this Declaration, the Articles of

Incorporation and Bylaws, the Plat, and any procedures, Rules and Regulations included in the 151 South Main Hotel & Residences Rules, and any policies relating to the Project adopted under such documents by the Association or the Board of Directors.

Section 2.29 “Property” means that that term as defined in the introduction to this Declaration and more particularly described on Exhibit A, attached hereto.

Section 2.30 “Real Estate” means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that, by custom, usage or law, pass with the conveyance of land though not described in the contract of sale or instrument of conveyance. Real Estate includes parcels with or without Horizontal Boundaries and spaces that may be filled with air or water.

Section 2.31 “Records” means the Office of the Clerk and Recorder in Blaine County, Idaho, and each other county in which any portion of the Project is located.

Section 2.32 “Residential Unit” means Units 406, 409, 411, 412, 414, 423, 501, 503, 505, 507, 508, 510, 512 and 514 as depicted on the Plat.

Section 2.33 “Retail Unit” means Unit Ret as depicted on the Plat.

Section 2.34 “Rules and Regulations” means the rules and regulations promulgated by the Board of Directors for the management, preservation, safety, control, and orderly operation of the Project in order to effectuate the intent and to enforce the obligations set forth in the Project Documents, as amended and supplemented from time to time. Separate Rules and Regulations may apply to the different classes of Units within the Project.

Section 2.35 “Security Interest” means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The terms includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

Section 2.36 “Special Declarant Rights” means those rights reserved by Declarant in Article 15 of this Declaration.

Section 2.37 “Unit” means a physical portion of the Project which is designated for separate ownership and the boundaries of which are described in or determined by

this Declaration. Each Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Unit in the Project as more specifically set forth on Exhibit B. Walls, floors or ceilings designated as boundaries of a Unit in this Declaration, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit and all other portions of the walls, floors or ceilings are a part of the Common Elements. Subject to Sections 2.8(b) and 2.20, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. A Unit may be either a Hotel Unit, a Retail Unit or a Residential Unit.

Section 2.38 "Unit Owner" or "Owner" means the Declarant or any other person who owns record title to a Unit (including a contract seller, but excluding a contract purchaser) but excluding any person having a Security Interest in a Unit unless such person has acquired record title to the Unit pursuant to foreclosure or any proceedings in lieu of foreclosure.

ARTICLE 3 - DIVISION OF PROJECT INTO CONDOMINIUM OWNERSHIP

Section 3.1 Division Into Units. The Property is hereby divided into that number of Units described in Exhibit B, as amended from time to time, each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Elements in accordance with the respective undivided interests in the Common Elements as set forth in Exhibit B. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The total of the undivided interests in the Common Elements set forth in Exhibit B, shall be deemed to equal one hundred percent (100%) for purposes of this Declaration.

Section 3.2 Delineation of Unit Boundaries. The boundaries of each Unit are delineated and designated by an identifying number on the Plat, and those numbers are set forth in Exhibit B.

Section 3.3 Inseparability of Unit. Except as provided in Section 3.5 below, and in Article 15: (a) no part of a Unit or of the legal rights comprising ownership of a Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Declaration; (b) each Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Unit; and (c) every conveyance, transfer, gift, devise, bequest, encumbrance other disposition of a Unit or any part thereof shall be presumed to be a disposition of the entire Unit, together with all appurtenant rights and interests created by law or by this Declaration, including the Unit Owner's membership in the Association.

Section 3.4 Non-Partitionability of Common Elements. The Common Elements shall be owned in common by all of the Unit Owners and shall remain physically undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment to a Unit, each Unit Owner shall be deemed to have specifically waived such Unit Owner's right to institute or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and this Section may be pleaded as a bar to the maintenance of such an action. Any Unit Owner who shall institute or maintain any such action shall be liable to the Association and hereby agrees to reimburse the Association for the Costs of Enforcement in defending any such action.

Section 3.5 Alterations of Units; Relocation of Boundaries Between Adjoining Units. Subject to receipt of prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association, Unit Owner(s) shall have the right to alter their Units, and relocate boundaries between their Unit and an adjoining Unit, combine adjoining Units and alter and improve Limited Common Elements and reallocate Limited Common Elements between or among Units, subject to the provisions and requirements of this Declaration and of the Act and an appropriate reallocation of the share of Common Area Ownership and Common Expense Liability as set forth on Exhibit B. Any costs associated with replatting required to accomplish the foregoing shall be the responsibility of the Owner.

ARTICLE 4 - ALLOCATED INTERESTS

Section 4.1 Allocation of Interests. The Allocated Interests assigned to each Unit are set forth on Exhibit B. These interests have been allocated in accordance with the formulas set out in Section 4.2 below. These formulas are to be used in reallocating interests if Units are added to the Project or if Units are converted to Common Elements or Limited Common Elements.

Section 4.2 Formulas for the Allocation of Interests. The interests allocated to each Unit that are set forth on Exhibit B have been calculated by the Declarant using the following formulas:

(a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the square footage of the interior floor area of each Unit in relation to the square footage of the interior of all Units in the Project as a whole as determined by Declarant or, after the period of Declarant Control, the Association. Such percentage is to be used for tax

assessments pursuant to Section 55-1514 of the Act as well as liability pursuant to Section 55-1515 of the Act.

(b) Common Expense Liability. The percentage of Common Expense Liability allocated to each Unit is based on the relative undivided interests in the Common Elements allocated to each Unit, calculated as set forth in Section 4.2(a), above.

(c) Votes. Each Residential Unit shall be allocated one (1) vote. The Retail Unit shall be allocated one (1) vote. The Hotel Unit shall be allocated sixteen (16) votes.

Section 4.3 Rounding Convention. Allocated Interests, stated as a fraction or as a percentage, shall be rounded to the nearest tenth of a percent (.1%) and shall, in total, be deemed to equal one hundred percent (100%) for the purpose of this Declaration.

ARTICLE 5 - PLAT

The Plat shall be filed in the Records. The Plat shall be filed following substantial completion of the Improvement(s) depicted on the Plat and prior to the conveyance of any Unit depicted on the Plat to a purchaser. The Plat shall show the following:

- (a) the name and a general schematic map of the entire Project;
- (b) the location and dimensions of all existing improvements within that Real Estate;
- (c) the extent of any existing encroachments across any Project boundary;
- (d) to the extent feasible, a legally sufficient description of all easements serving or burdening any portion of the Project;
- (e) the location of each Unit and that Unit's identifying number;
- (f) horizontal Unit boundaries, with reference to all established data and that Unit's identifying number;

(g) any Units in which the Declarant has reserved the right to create additional Units or Common Elements, identified appropriately; and

(f) the approximate location and dimensions of all Limited Common Elements.

The Plat shall contain a certificate of a registered and licensed surveyor certifying that it was prepared subsequent to the substantial completion of the improvements and contains all information required by this Declaration and the Act. Each supplement shall set forth a like certificate when appropriate. In interpreting the Plat, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

ARTICLE 6 - LEGAL DESCRIPTION AND TAXATION OF UNITS

Section 6.1 Contracts to Convey and Conveyances. Subsequent to the recording of the Declaration and Plat, contracts to convey, instruments of conveyance of Units, and every other instrument affecting title to a Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority, practice or usage or requirement of law with respect thereto:

Unit _____, according to the Declaration of Covenants, Conditions and Restrictions for 151 South Main Hotel & Residences, recorded _____, as Instrument No. _____ and the Plat recorded _____, as Instrument No. _____, in the office of the Recorder of Blaine County, Idaho.

Section 6.2 Conveyance Deemed to Describe an Undivided Interest in Common Elements. Every instrument of conveyance, Security Interest, or other instrument affecting the title to a Unit which legally describes the Unit substantially in the manner set forth above shall be construed to describe the Unit, together with the undivided interest in the Common Elements appurtenant to it, and together with all fixtures and improvements contained in it, and to incorporate all the rights incident to ownership to a Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, including the easement of enjoyment to use the Common Elements.

Section 6.3 Separate Tax Assessments. Upon the filing for record of this Declaration and the Plat in the Records, Declarant shall deliver a copy of this Declaration to the assessor of Blaine County as provided by law. The lien for taxes assessed shall be confined to the Unit(s). No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charge shall divest or in any way affect the title to any other Unit.

ARTICLE 7 - UNIT OWNERS' PROPERTY RIGHTS IN COMMON ELEMENTS

Section 7.1 Common Elements. Every Unit Owner shall have a perpetual right and easement of access over, across, and upon the Common Elements for the purpose of access to and from the Unit from public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit; provided, however, that such right and easement shall be subject to the following:

- (a) the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, and the Plat;
- (b) the right, without the obligation, of the Association from time to time to assign on an equitable basis portions of the Common Elements such as parking spaces or storage spaces for the exclusive use of the Unit Owner of a particular Unit by an appropriate instrument in writing;
- (c) the right, without the obligation, of the Association to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under, and across the Project; and
- (d) the right, without the obligation, of the Association to adopt, from time to time, any and all rules and regulations concerning the Project as the Association may determine is necessary or prudent for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Unit Owners, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Unit Owners.

Section 7.2 Limited Common Elements. Subject to the provisions of this Declaration, every Unit Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to his Unit.

ARTICLE 8 - MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 8.1 Association Membership. The Association's Articles of Incorporation shall be filed no later than the date the first interest in a Unit in the Project is conveyed to a purchaser. Every Unit Owner shall be a member of the Association and shall remain a member for the period of the Unit Owner's ownership of a Unit. No Unit Owner, whether one or more persons or entity, shall have more than one membership per Unit owned, but all of the persons or entities owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity or entities shall appoint and authorize one person or alternate persons to represent the Unit Owners of the Unit. Such representative shall be a natural person who is a Unit Owner, or a designated board member or officer of a corporate Unit Owner, or a general partner of a partnership Unit Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Unit Owner as a member of the Association, and serve on the Board of Directors if elected, subject to the provisions of and in accordance with the procedures more fully described in the Bylaws of the Association. Notwithstanding the foregoing, if only one of the multiple Unit Owners of a Unit is present at a meeting of the Association, such Unit Owner is entitled to cast the vote(s) allocated to that Unit. If more than one of the multiple Unit Owners are present and there is no written designation of an authorized representative, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners, which majority agreement may be assumed for all purposes if any one of the multiple Unit Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit.

Section 8.2 Voting Rights and Meetings. Each Unit in the Project shall have the votes allocated in Section 4.2(c); provided, however, no vote allocated to a Unit owned by the Association may be cast. A meeting of the Association shall be held at least once each year. Special meetings of the Association may be called by the President, by a majority of the Board of Directors, or by Unit Owners having twenty-five percent (25%), or any lower percentage specified in the Bylaws, of the votes in the Association. Not less than ten (10) and no more than fifty (50) days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered, sent prepaid by United States Mail to the mailing address of each Unit Owner or sent via e-mail with the Unit Owner's consent to receive notice by such

means. The notice of any meeting must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to this Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors. Unless the Bylaws provide for a lower percentage, a quorum is deemed present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes, in person or by proxy, at the beginning of the meeting. Notwithstanding anything to the contrary contained herein, for a period of ten (10) years from the date of this Declaration, Declarant shall receive notice of and have the right to attend all meetings of the Association and/or its Board.

Section 8.3 Meeting to Approve Annual Budget. At the annual meeting of the Association or at a special meeting of the Association called for such purpose, the Unit Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures (both ordinary and capital) and reserves for the Association's next fiscal year as proposed by the Board of Directors. A summary of the budget proposed by the Board of Directors shall be mailed or sent via e-mail with the Unit Owner's consent to receive notice by such means, to the Unit Owners within thirty (30) days after its adoption by the Board of Directors, along with a notice of a meeting of the Association to be held not less than ten (10) nor more than fifty (50) days after mailing of the summary to the Unit Owners. Unless, at such meeting, a Majority of Owners, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified, regardless of whether a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners continues until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors as provided above.

Section 8.4 Unit Owners' and Association's Addresses for Notices. All Unit Owners of each Unit shall have one and the same registered mailing address to be used by the Association or other Unit Owners for notices, demands, and all other communications regarding Association matters. The Unit Owner or the representative of the Unit Owners of a Unit shall furnish such registered address to the secretary of the Association or its' designated agent within ten days after transfer of title to the Unit to such Unit Owner or Unit Owners. Such registration shall be in written form and signed by all of the Unit Owners of the Unit or by such persons as are authorized to represent the interests of all Unit Owners of the Unit. If no address is registered or if all of the Unit Owners cannot agree, then the address of the Unit shall be deemed their registered address until another registered address is furnished as required under this Section 8.4. If the address of the Unit is the registered address of the Unit Owner(s), then any notice shall be deemed duly given if delivered to any person occupying the Unit or, if the Unit is unoccupied, if the notice is held and available for the Unit Owners

at the principal office of the Association. All notices and demands intended to be served upon the Board of Directors shall be sent to the Project or such other address as the Board of Directors may designate from time to time by notice to the Unit Owner(s). For the purposes of meeting Notices, any Unit Owner may consent to receive notice by email by providing the Association a current email address. Such email address shall be deemed valid unless and until a new email address is provided to the Association or consent to receive notice by email is withdrawn by the Unit Owner.

Section 8.5 Transfer Information. All Persons who acquire Unit(s) other than from Declarant shall provide to the Association written notice of the Person's name, address, Unit owned, date of transfer, and name of the former Unit Owner within ten (10) days of the date of transfer. The Person shall also provide a true and correct copy of the recorded instrument conveying or transferring the Unit or such other evidence of the conveyance or transfer as is reasonably acceptable to the Association. In addition, the Association may request such other information as the Association determines is necessary or desirable in connection with obtaining and maintaining information regarding conveyances and transfers of Units. The Association or Managing Agent shall have the right to charge the Person a reasonable administrative fee for processing the transfer in the records of the Association.

Section 8.6 Declarant Control of the Association. There shall be a Period of Declarant Control of the Association, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors, notwithstanding any voting requirements or other procedural requirements set forth herein or in the Bylaws. The Period of Declarant Control shall commence upon filing of the Articles of Incorporation of the Association and shall terminate no later than the last to occur of the following:

- (a) sixty (60) days after conveyance of the eleventh (11th) Residential Unit to Unit Owners other than a Declarant; or
- (b) prior to the conveyance of the eleventh (11th) Residential Unit, two (2) years after Declarant's last conveyance of a Residential Unit in the ordinary course of business without conveying another Residential Unit.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period, but in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded

instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 8.7 Required Election of Residential Unit Owners. The Board of Directors shall consist of five (5) members, all of whom shall initially be appointed by the Declarant. Terms shall be for a period of two (2) years, except that the terms of two of the initial Board members shall be one (1) year. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Residential Units to Unit Owners other than Declarant, one (1) member of the Board of Directors shall be elected by Residential Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of seventy five percent (75%) of the Residential Units to Unit Owners other than Declarant, a second member of the Board of Directors must be elected by Residential Unit Owners other than the Declarant, the Retail Unit Owner shall appoint one (1) member to the Board of Directors and the Hotel Unit Owner shall appoint two (2) members to the Board of Directors. Following the period of Declarant Control, in order to insure representation of Residential Unit Owners, the Retail Unit Owner and the Hotel Unit Owner in the affairs of the Association and to protect the valid interests of the Residential Units, the Retail Unit and the Hotel Unit in the operation of the Project, the Owners of the Residential Units, voting as a class, shall be entitled to elect two (2) members of the Board of Directors, and the Owner of the Retail Unit shall be entitled to appoint one (1) member of the Board of Directors and the Hotel Unit Owner shall be entitled to appoint two (2) members of the Board of Directors. The terms of the two (2) Directors elected by the Residential Unit Owners shall be staggered and the terms of the two (2) Directors appointed by the Hotel Unit Owner shall be staggered. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 8.8 Removal of Members of the Board of Directors. Subject to Section 8.6 hereof, following notice and an opportunity to be heard as required by this Declaration and the Act, the Unit Owners, by sixty-seven percent (67%) vote of all votes cast at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 8.9 Requirements for Turnover of Declarant Control. Within sixty (60) days after conveyance of seventy five percent (75%) of the Residential Units to Unit Owners other than Declarant, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, including without limitation the following items:

- (a) the original or a certified copy of the recorded Declaration as amended, the Association's articles of incorporation, Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;
- (b) an accounting for Association funds and financial statements, from the date the Association received funds and ending on the date the Period of Declarant Control ends;
- (c) the Association funds or control thereof;
- (d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, and inventories of these properties;
- (e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;
- (f) all insurance policies then in force, in which the Unit Owners, the Association or its members of the Board of Directors and officers are named as insured persons;
- (g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;
- (h) any other permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Unit Owners other than the Declarant took control of the Association;
- (i) written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;
- (j) a roster of Unit Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;
- (k) employment contracts in which the Association is a contracting party;

(l) any service contract in which the Association is a contracting party or in which the Association or the Unit Owners have any obligation to pay a fee to the persons performing the services;

(m) operation and maintenance documentation of any and all equipment owned by the Association; and

(n) maintenance recommendations for Common Elements including but not limited to furnishings, equipment, elevators and corridor surfaces, spas furniture and garbage receptacles.

Section 8.10 Agent for Service of Process. The Association's initial agent for service of process as contemplated by the Act shall be the person identified as such in the Articles of Incorporation.

ARTICLE 9 - ASSOCIATION POWERS AND DUTIES

Section 9.1 Association Management Duties. Subject to the rights and obligations of Declarant and other Unit Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Project and for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Elements and the Limited Common Elements, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The expenses, costs, and fees of such management, operation, maintenance, and repair by the Association shall be part of the Assessments, and prior approval of the Unit Owners shall not be required in order for the Association to pay any such expenses, costs, and fees. The Association shall establish and maintain, out of the installments of the annual Assessments, an adequate reserve account for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic basis. The Association shall adopt and amend budgets for revenues, expenditures, and reserves which will be the basis for collection of Assessments for Common Expenses from Unit Owners. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirement that it provide statements of status of Assessments. All financial and other records of the Association shall be made reasonably available for examination by any Unit Owner and such Unit Owner's authorized agents.

Section 9.2 Association Powers. The Association shall have, subject to the limitations contained in this Declaration and the Act, the powers necessary for the

administration of the affairs of the Association and the upkeep of the Project which shall include, but not be limited to, the power to:

- (a) adopt and amend Bylaws and Rules and Regulations;
- (b) adopt and amend budgets for revenues, expenditures and reserves;
- (c) collect assessments for Common Expenses from Owners;
- (d) create and maintain reserve accounts;
- (e) hire and discharge Managing Agents, provided however, that for a period of thirty-six (36) months following the Period of Declarant Control, no Managing Agent that was hired by the Declarant pursuant to a written management agreement shall be discharged by the Association or its Board without approval of each class of Unit Owners.
- (f) hire and discharge employees and agents, other than Managing Agents, and independent contractors;
- (g) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and Regulations in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Project;
- (h) make contracts and incur liabilities;
- (i) regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (j) cause additional improvements to be made as part of the Common Elements;
- (k) acquire, hold, encumber, and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the requirements of the Act;

(l) grant easements, including permanent easements, leases, licenses and concessions, through or over the Common Elements;

(m) impose and receive a payment, fee, or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;

(n) impose a reasonable charge for late payment of Assessments, recover Costs of Enforcement for collection of Assessment and other actions to enforce the powers of the Association, regardless of whether or not suit was initiated and, after notice and hearing, levy reasonable fines for violations of this Declaration, Bylaws and Rules and Regulations of the Association;

(o) impose a reasonable charge for the preparation and recordation of amendments to this Declaration or for preparation of statements of unpaid Assessments;

(p) provide for the indemnification of the Association's officers and Board of Directors and maintain Board of Directors' and officers' liability insurance;

(q) assign the Association's right to future income, including the right to receive Assessments;

(r) by resolution, establish committees of the Board of Directors and/or Unit Owners, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee;

(s) exercise any other powers conferred by this Declaration or the Bylaws;

(t) establish policies and procedures for entry into Units under authority granted to the Association in the Project Documents for the purpose of cleaning, maid service, maintenance and repair including emergency repair, and for the purpose of abating a nuisance or a known or suspected dangerous or unlawful activity;

(u) exercise any other power that may be exercised in Idaho by legal entities of the same type as the Association; and

(v) exercise any other power necessary and proper for the governance and operation of the Association.

Section 9.3 Actions by Board of Directors. Except as specifically otherwise provided in this Declaration, the Bylaws or the Act, the Board of Directors may act in all instances on behalf of the Association.

Section 9.4 Board of Directors Meetings. All meetings of the Board of Directors, at which action is to be taken by vote, will be open to the Unit Owners and at the request of any member, agendas for meetings of the Board of Directors shall be made reasonably available for examination by the member of the Association or their representatives, except that meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Unit Owners, in the following situations:

- (a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;
- (b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (c) investigative proceedings concerning possible or actual criminal misconduct;
- (d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- (e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to violations and collections proceedings.

Section 9.5 Right to Notice and Hearing. Whenever the Project Documents require that an action be taken after "notice and hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Managing Agent, etc.) shall give notice of the proposed action to all Unit Owners whose interests the proposing party reasonably determines

would be significantly affected by the proposed action. The notice shall be delivered personally or mailed not less than three (3) days before the proposed action is to be taken. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally and/or in writing, subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the hearing was given. Any Unit Owner having a right to notice and hearing shall have the right to appeal to the Board of Directors from a decision of a proposing party other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing at the next scheduled executive meeting or within forty-five (45) days whichever is shorter, giving the same notice and observing the same procedures as were required for the original hearing.

ARTICLE 10 - ASSESSMENTS

Section 10.1 Commencement of Annual Assessments. Until the Association makes an Assessment for Common Expenses, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Association.

Section 10.2 Annual Assessments. The Association shall levy annual Assessments to pay for the Common Expense Liability allocated to each Unit pursuant to this Declaration. The total annual Assessments shall be based upon a budget of the Association's cash requirements for upkeep of the Project including maintenance, repair and replacement of the Common Elements as required by the Act and the Project Documents, the funding of reserve funds created pursuant to Section 10.14 of this Declaration, and the reasonable costs for use of Hotel Amenities and Hotel Services pursuant to Section 13.6. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be allocated to one or more reserve funds for the future financial needs of the Association as determined by the Board of Directors.

Section 10.3 Apportionment of Annual Assessments. The total annual Assessment for any fiscal year of the Association shall be assessed to the Units in proportion to their Percentage of Common Expenses Liability set forth on Exhibit B,

subject to: (a) Common Expenses which are separately metered or assessed to the Units by third parties; (b) Common Expenses associated with the maintenance, repair or replacement of Limited Common Elements which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Elements are appurtenant; (c) Common Expenses or portions thereof benefiting fewer than all of the Units which shall be assessed exclusively against the Units benefited; (d) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (e) any Common Expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (f) any expenses which are charged equally to the Units. All such allocations of Common Expenses Liability to the Units on a basis other than the Units' Percentage of Common Expenses Liability shall be made by the Board of Directors. In making the allocations, the Board of Directors shall use as a guide the assignment of various Common Expenses to the following categories: utilities (unless separately metered or disproportionately benefiting fewer than all Units), insurance, exterior building maintenance and repairs, and reserves. All Common Expenses associated with maintenance, repair or replacement of areas that serve exclusively Residential Units, the Hotel Unit or the Retail Unit, shall be allocated to only such Units.

Section 10.4 Special Assessments. In addition to the annual Assessments authorized above, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board of Directors may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, renovation or maintenance of the Project, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Units pursuant to the provisions in Section 10.3 entitled "Apportionment of Annual Assessments" set forth above.

Section 10.5 Due Dates for Assessment Payments. Unless otherwise determined by the Board of Directors, the Assessments which are to be paid in installments shall be paid quarterly in advance and shall be due and payable to the Association at its office or as the Board of Directors may otherwise direct in any Management Agreement, without notice (except for the initial notice of any special Assessment), on the first day of each quarter. If any such installment shall not be paid within thirty (30) days after it shall have become due and payable, then the Board of Directors may assess a late charge, default interest charge (not to exceed the rate from time to time allowed by law), fee, or such other charge as the Board of Directors may fix

by rule from time to time to cover the extra expenses involved in handling such delinquent Assessment installment. A Unit Owner's Assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period. However, if the Common Expenses Liability is re-allocated, any installment(s) of an assessment not yet due shall be recalculated in accordance with the re-allocated Common Expenses Liability.

Section 10.6 Default Assessments. All Costs of Enforcement assessed against a Unit Owner pursuant to the Project Documents, or any expense of the Association which is the obligation of a Unit Owner pursuant to the Project Documents shall become a default Assessment assessed against the Unit Owner's Unit. Notice of the amount and demand for payment of such default Assessment shall be sent to the Unit Owner ten (10) days prior to enforcing any remedies for non-payment hereunder.

Section 10.7 Covenant of Personal Obligation for Assessments. Declarant, by creating the Units pursuant to this Declaration, and all other Unit Owners, by acceptance of the deed or other instrument of transfer of his Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), are deemed to personally covenant and agree, jointly and severally, with all other Unit Owners and with the Association, and hereby do so covenant and agree to pay to the Association the (a) annual Assessments, (b) special Assessments, and (c) default Assessments applicable to the Unit Owner's Unit. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Elements or the facilities contained in the Common Elements or by abandoning or leasing his Unit.

Section 10.8 Lien for Assessments; Assignment of Rents. The annual, special, and default Assessments (including installments of the Assessments) arising under the provisions of the Project Documents shall be burdens running with the specific Unit to which such Assessments apply. The Association may impose a lien upon a specific Unit, by preparing a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as set by the Rules and Regulations, the name of the Unit Owner or Unit Owners of the Unit, and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Board of Directors, an officer of the Association, or the Managing Agent and shall be recorded in the Records. Upon any default in the payment of annual, special, or default Assessments, the Association shall also have the right to appoint a receiver to collect all rents, profits, or other income from the Unit payable to the Unit Owner and to apply all such rents, profits, and income

to the payment of delinquent Assessments. Each Unit Owner, by ownership of a Unit, agrees to the assignment of such rents, profits and income to the Association effective immediately upon any default in the payment of annual, special, or default Assessments.

Section 10.9 Remedies for Nonpayment of Assessments. If any annual, special, or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (a) interest shall accrue at the default rate set by the Rules and Regulations on any amount of the Assessment in default, accruing from the due date until date of payment, (b) the Association may declare due and payable all unpaid installments of the annual Assessment or any special Assessment otherwise due during the fiscal year during which such default occurred, (c) the Association may thereafter bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay the same, (d) the Association may proceed to foreclose its lien against the particular Unit pursuant to the power of sale granted to the Association by this Declaration or in the manner and form provided by Idaho law for foreclosure of real estate mortgages and (e) the Association may suspend the Owner's right to vote in Association matters until the Assessment is paid. An action at law or in equity by the Association (or counterclaims or cross-claims for such relief in any action) against a Unit Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and to convey, or otherwise deal with the Unit acquired in such proceedings.

Section 10.10 Purchaser's Liability for Assessments. Notwithstanding the personal obligation of each Unit Owner to pay all Assessments on the Unit, all purchasers shall be jointly and severally liable with the prior Unit Owner(s) for any and all unpaid Assessments against such Unit, without prejudice to any such purchaser's right to recover from any prior Unit Owner any amounts paid thereon by such purchaser. A purchaser's obligation to pay Assessments shall commence upon the date the purchaser becomes the Unit Owner of a Unit. For Assessment purposes, the date a purchaser becomes the Unit Owner shall be determined as follows: (a) in the event of a conveyance or transfer by foreclosure, the date a purchaser becomes the Unit Owner

shall be deemed to be upon the expiration of all applicable redemption periods; (b) in the event of a conveyance or transfer by deed in lieu of foreclosure a purchaser shall be deemed to become the Unit Owner of a Unit upon the execution and delivery of the deed or other instruments conveying or transferring title to the Unit, irrespective of the date the deed is recorded; and (c) in the event of conveyance or transfer by deed, a purchaser shall be deemed to become the Unit Owner upon the execution and delivery of the deed or other instruments conveying or transferring title of the Unit, irrespective of the date the deed is recorded. However, such purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions of this Declaration.

Section 10.11 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001 et seq., as amended. The Association's lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

- (a) real property ad valorem taxes and special assessment liens duly imposed by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute; and
- (b) the lien of any First Mortgagee except to the extent Idaho law grants priority for Assessments to the Association.

Any First Mortgagee who acquires title to a Unit by virtue of foreclosing a First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of a First Mortgage, will take the Unit free of any claims for unpaid Assessments and Costs of Enforcement against the Unit which accrue prior to the time such party acquires title to the Unit, except to the extent the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense and except to the extent the Act grants lien priority for Assessments to the Association. All other persons not holding liens described in this Section and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's lien for Assessments and Costs of Enforcement as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Sale or other transfer of any Unit, (a) except as provided above with respect to First Mortgagees, (b) except in the case of foreclosure of any lien enumerated in this Section, and (c) except as provided in the next Section, shall not affect the Association's lien on such Unit for Assessments due and owing prior to the time such purchaser acquired title and shall not affect the personal liability of each Unit Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

Section 10.12 Statement of Status of Assessments. On or before fourteen (14) calendar days after receipt of written notice to the Managing Agent or, in the absence of a Managing Agent, to the Board of Directors and payment of a reasonable fee set from time to time by the Board of Directors, any Unit Owner, holder of a Security Interest, prospective purchaser of a Unit or their designees shall be furnished a statement of the Unit Owner's account setting forth:

- (a) the amount of any unpaid Assessments then existing against a particular Unit;
- (b) the amount of the current installments of the annual Assessment and the date that the next installment is due and payable;
- (c) the date(s) for payment of any installments of any special Assessments outstanding against the Unit; and
- (d) any other information, deemed proper by the Association, including the amount of any delinquent Assessments created or imposed under the terms of this Declaration.

Upon the issuance of such a certificate signed by a member of the Board of Directors, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith.

Section 10.13 Liens. Except for Assessment liens as provided in this Declaration, mechanics' liens (except as prohibited by this Declaration), tax liens, judgment liens and other liens validly arising by operation of law and liens arising under Security Interests, there shall be no other liens obtainable against the Common Elements or against the interest of any Unit Owner in the Common Elements except a Security Interest in the Common Elements granted by the Association pursuant to the requirements of the Act.

Section 10.14 Reserve Funds. The Association shall maintain (i) a capital reserve fund for the repair, restoration and replacement of the Common Elements; and (ii) a general operating reserve fund. The reserve funds shall be funded as follows:

(a) At the Closing of a sale of a Residential Unit by Declarant to an Owner, the Owner shall pay to the Association an amount equal to the Association's estimate of three (3) months of general operating Assessments to be levied against that Unit for the fiscal year in which that sale occurs, which shall be deposited into the general operating reserve fund. Such payments shall be in addition to, and shall not be credited against, the Owner's obligation to pay regular and special Assessments levied against the Units by the Association. Upon the sale of a Residential Unit by an Owner, the Association shall not be obligated to return to the transferor any funds held in reserve funds.

(b) Prior to Closing of the first sale of a Residential Unit, Declarant shall likewise pay to the Association an amount equal to the Association's estimate of three (3) months of general operating Assessments to be levied against the Hotel and Retail Units for the Association's initial fiscal year, which shall be deposited into the general operating reserve fund.

(c) Thereafter, the Association may increase the reserve funds or replace funds withdrawn from any reserve funds with funds collected through Assessments. The amounts held in such reserve funds shall be set at the discretion of the Board of Directors. All reserve funds shall be maintained in FDIC insured, interest bearing accounts.

ARTICLE 11 - MAINTENANCE RESPONSIBILITY

Section 11.1 Unit Owner's Rights and Duties with Respect to Interiors. Except as may be provided in the purchase and sale agreement or other conveyancing documents executed by Declarant in connection with sales to initial purchasers of the Units, each Owner of a Unit shall have the exclusive right and duty to paint, tile, paper, or otherwise decorate or redecorate and to maintain and repair the interior surfaces of the walls, floors, ceilings, windows and doors forming the boundaries of such Unit Owner's Unit and all walls, floors, ceilings, and doors within such boundaries. Notwithstanding the foregoing, no Residential Unit Owner shall be permitted to install any hardwood floor or other hard surface improvements in his Unit that might affect adjoining Units by increasing noise or vibrations, without the prior written approval of

the Association, which approval may be denied, or conditioned, in the Association's sole discretion. Owners of the Units shall install and maintain window coverings that are consistent with the standards adopted by the Association.

Any decoration, maintenance or repair to the Unit must be performed in such a manner, so that it shall be in compliance with industry standard codes and construction practices.

Section 11.2 Responsibility of the Unit Owner. The Unit Owner of any Unit shall, at the Unit Owner's expense, maintain and keep in repair all fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit. A Unit Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Improvement(s), or impair any easement or hereditament. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine maintenance and care of the walls, floors, ceilings, windows and doors of any balcony or patio or of any other Limited Common Elements appurtenant to the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. Notwithstanding the foregoing, Unit Owners shall not be responsible for damage to exterior doors and windows except if as a result of a negligent or willful act of said Owner. The Association shall not be responsible for repairs occasioned by casualty due to the act or negligence of the Unit Owner or Occupant of the Unit except as provided in Article 16.

The Association shall not be responsible for damage that occurs due to the Unit Owner's failure to abide by the operation recommendations included in Operation, Maintenance and/or Warranty Manuals for the Unit or for Common Elements.

Section 11.3 Unit Owner's Negligence. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of a Unit Owner or Occupant, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Unit Owner; and, if the Unit Owner fails to repay the expenses incurred by the Association within seven days after notice to the Unit Owner of the amount owed, then the failure to so repay shall be a default by the Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by the Association in accordance with this Declaration.

Section 11.4 Responsibility of the Association. The Association, without the requirement of approval of the Unit Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all of the Project not required in this Declaration to be maintained and kept in good repair by a Unit Owner or by Declarant.

Section 11.5 Utilities and Services. The Association shall be responsible for obtaining utilities for all Units including, but not limited to, heating, cooling, water, sewer, electric, trash, recycling, telephone, internet service (including wireless internet) and cable. Such Utilities and Services shall be separately metered to each Unit to the extent reasonably feasible.

- a) Heating, Cooling and Domestic Hot Water. Costs associated heating, cooling and domestic hot water for Units located on the fourth and fifth floors will be determined based on flow and BTU meters controlling use of such utilities for all Units on each floor. Costs will be allocated among the Units on each floor based on the square footage of each Unit as it relates to the combined square footage of all Units located on that floor. Only that portion of the Hotel Unit that is located on the fourth floor shall be utilized in determining the allocation of shared utility costs for Units located on the fourth floor.
- b) Natural Gas. Costs associated with natural gas usage for Units located on the fourth and fifth floors will be determined based on meters for the total usage of gas serving all Units on each floor. Such costs will be allocated among the Units on each floor based on the number of gas appliances in each Unit as it relates to the total combined number of gas appliances of all Units located on that floor. Only that portion of the Hotel Unit that is located on the fourth floor shall be utilized in determining the allocation of shared natural gas costs for Units located on the fourth floor.

ARTICLE 12 - MECHANICS' LIENS

Section 12.1 Mechanics' Liens. Subsequent to recording of this Declaration and the filing of the Plat in the Records, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Unit Owner or the Unit Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Unit Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners and the

Association from and against any liability or loss arising from the claim of any mechanics' lien or for labor performed or for materials furnished in work on such Unit Owner's Unit, against the Unit of another Unit Owner or against the Common Elements, or any part thereof.

Section 12.2 Enforcement by the Association. At its own initiative or upon the written request of any Unit Owner (if the Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of this Article 12 by collecting from the Unit Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanics' lien, to pay all costs and reasonable attorneys' fees incidental to the lien, and to obtain a release of such lien. If the Unit Owner of the Unit on which the labor was performed or materials furnished refuses or fails to indemnify within five (5) days after the Association shall have given notice to such Unit Owner of the total amount of the claim, then the failure to so indemnify shall be a default by such Unit Owner under the provisions of this Section 12.2, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Association pursuant to this Declaration.

ARTICLE 13 - USE RESTRICTIONS

Section 13.1 Use of Units. Except for uses reserved to Declarant in Article 15 entitled "Special Declarant Rights and Additional Reserved Rights", all Residential Units shall be used for single family dwelling and lodging purposes only. Unit Owners of the Residential Units may rent or lease such Units to others for these purposes. The Retail Unit shall be used for commercial, retail sales or restaurant uses. The Hotel Unit shall be used for commercial hotel uses, including but not limited to lobby, reception, recreation facilities, restaurant, bar, banquet, meeting facilities and lodging rooms. All Unit Owners hereby consent to the sale of alcoholic beverages by the Owner of the Hotel Unit and hereby grant to the Owner of the Hotel Unit a license combined with a possessory interest for such purposes.

Section 13.2 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Residential Unit Owner without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Unit Owner without the prior written approval of the Association. There shall be no rubbish or debris of any kind placed or permitted to accumulate and no odors shall be permitted to arise from the property so as to render any portion of the Project unsanitary, unsightly, offensive or detrimental to any property or person. Trash,

garbage or other waste shall be kept only in sanitary containers. No Unit Owner shall permit or cause any trash or refuse to be kept on any portion of the Project other than in receptacles customarily used for it, which shall be located in places specifically designed for such purpose. No smoking shall be permitted in Common Areas, including Limited Common Areas.

Section 13.3 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Unit or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Project. No damage to or waste of the Common Elements shall be committed by any Unit Owner or Occupant, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by him or an Occupant of his Unit. Failure to so indemnify shall be a default by such Unit Owner under this Section. At its own initiative or upon the written request of any Unit Owner (and if the Association determines that further action by the Association is proper), the Association shall enforce the foregoing indemnity as a default Assessment levied against such Unit.

Section 13.4 Structural Alterations and Exterior Appearance. No structural alterations to any Unit, including the construction of any additional skylight, window, door or other alteration visible from the exterior of the Unit or to any Common Element nor any modification of water distribution lines shall be made or caused to be made by any Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association. No clothes lines, satellite dishes, television antennas, wiring or installation of air conditioning equipment, window coverings or other improvements, alterations or decorations visible from outside a Unit shall be added by a Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association. Except for interior decorations not visible from outside a Unit and alteration or relocation of walls constituting Limited Common Elements, no alteration or subdivision of Units or relocation of boundaries between adjoining Units shall be made by the Unit Owners without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, by the Association. The Association shall promulgate Rules and Regulations establishing procedures for the approvals required by this Section 13.4. Such Rules and Regulations shall include, but shall not be limited to, requirements that

the applicant submit (a) plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed alterations in sufficient detail for the Association and Declarant to review them; and (b) processing and/or review fees, which may include any professional fees the Association or Declarant might incur in retaining architects or engineers to review the plans and specifications. The Rules and Regulations shall specifically consider the impact of the alteration on the harmony of external design and location in relation to surrounding structures and topography.

Section 13.5 Use Restrictions. No animal pens, sheds, fences or other outbuildings or structures of any kind shall be erected by any Unit Owner. No activity shall be allowed which interferes unduly with the peaceful possession and proper use of the Project by the Unit Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No lights shall be emitted which are unreasonably bright or cause unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be emitted which is nauseous or offensive to others. No livestock, animals, poultry or fowl shall be kept in any Unit other than domestic dogs and cats, provided that no such dog or cat which is or becomes an annoyance or nuisance to other Occupants of the Project shall thereafter be kept in any Unit. In the event Rules and Regulations relating to the Use Restrictions are adopted by the Association related to pets, the more stringent restriction on such use shall control.

Section 13.6 Use of Hotel Amenities and Hotel Services. The operator of the Hotel Unit offers various amenities, including, without limitation, a pool and fitness area, hot tub, and fire pit(s), (collectively "Hotel Amenities") and may offer various services including, without limitation, airport shuttle service, town shuttle service and breakfast buffet (collectively, "Hotel Services"). Association Assessments on Residential Units shall include reasonable amounts to offset the proportional maintenance costs for the Hotel Amenities as well as the reasonable costs of providing Hotel Services to Residential Unit Owners. Residential Unit Owners and their guests, including rental occupants of their Unit, shall be entitled to use Hotel Amenities without additional charge. Residential Unit Owners and their accompanied guests shall be entitled to use Hotel Services without additional charge. Unaccompanied guests and rental occupants of a Residential Unit may use Hotel Services by paying a fee set by the operator of the Hotel Unit. Residential Unit Owners, unaccompanied guests and rental occupants of a Residential Unit must inform the Association or its agent of the identity, number of occupants and duration of occupancy prior to commencing occupancy. Residential Unit Owners shall be responsible for any fees for Hotel Services incurred by unaccompanied guests and rental occupants to the extent such fees are not paid directly by the guest or occupant, which fees may be collected in the same manner as Assessments pursuant to Article 10, hereof, and paid to the hotel operator for the Hotel Services rendered.

Section 13.7 Limit on Timesharing. No Unit Owner, excluding Declarant, shall offer or sell any interest in such Unit under a “timesharing” or “interval ownership” plan, or any similar plan without the specific prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association.

Section 13.8 Restriction on Signs. No signs, billboards, posterboards, or advertising structure of any kind shall be displayed, erected, or maintained for any purpose whatsoever except such signs as have been approved by the Declarant during the Period of Declarant Control and, thereafter, the Association. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Project only with the prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association, which approval shall be given only if such signs are of attractive design and as small a size as reasonably possible and shall be placed or located as directed or approved by the Association.

Section 13.9 Restrictions on Use of Parking and Storage Areas. No parking shall be permitted at any location on the Property unless specifically designated for parking by the Association. All parking spaces shall be used for parking operable vehicles only. No boat, trailer, recreational vehicle, camper or commercial vehicle shall be parked or left within the Project garage. The Association reserves to itself the right to designate, assign and reserve the parking areas of the Project, both above grade and below grade, for use by all of the Owners, tenants and invitees of the Hotel Unit, Retail Unit or Residential Units, other than those parking spaces specifically reserved by this Declaration to be the entitlement of any Residential Unit. No storage is permitted outside of Units except in specifically designated storage areas. No Owner may use any parking or storage space assigned to another. No Owner may use any parking space for storage or use any parking or storage space in any manner that obstructs or interferes with any other Owner’s parking or storage rights or that constitutes a safety hazard. Without limiting the generality of the powers of the Association with respect to parking or storage, the Association is specifically authorized, but not obligated, to remove any vehicle parked in any area not designated for parking, or any vehicle parked in any space that is assigned to another person or reserved for a specific use, or any vehicle parked in an obstructing or hazardous manner, or any improperly stored or hazardous materials, in all cases at the expense of the Owner or Occupant that owns such vehicle or materials. Expenses incurred by the Association in connection with such removal (and storage, if necessary) shall be a personal obligation of such Owner and, if the Owner fails to pay such amount within seven (7) days after notice to the Owner of the amount owed, then the failure to pay shall be a default by the Owner and such expenses shall automatically become a default Assessment determined and levied against such Unit enforceable by the Association as provided in this Declaration.

ARTICLE 14 - EASEMENTS

Section 14.1 Easement of Enjoyment. Every Unit Owner shall have a non-exclusive easement for the use and enjoyment of the Common Elements, which shall be appurtenant to and shall pass with the title to every Unit, subject to the easements set forth in this Article 14 and the easements and restrictions set forth in Article 7 entitled "Unit Owners' Property Rights in Common Elements".

Section 14.2 Delegation of Use. Any Unit Owner may delegate, in accordance with the Project Documents, the Unit Owner's right of enjoyment in the Common Elements to an Occupant of the Unit Owner's Unit.

Section 14.3 Recorded Easements. The Property shall be subject to any easements shown on any recorded plat affecting the Property, shown on the recorded Plat or reserved or granted under this Declaration.

Section 14.4 Easements for Encroachments. The Project, and all portions of it, is subject to easements hereby created for encroachments between Units and the Common Elements as follows:

- (a) in favor of all Unit Owners, so that they shall have no legal liability when any part of the Common Elements encroaches upon a Unit;
- (b) in favor of each Unit Owner, so that the Unit Owner shall have no legal liability when any part of his Unit encroaches upon the Common Elements or upon another Unit; and
- (c) in favor of all Unit Owners, the Association, and the Unit Owner of any encroaching Unit for the maintenance and repair of such encroachments.

Encroachments referred to in this Section 14.4 include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Improvements or any Unit constructed on the Property, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Project. Such encroachments shall not be considered to be encumbrances upon any part of the Project; provided, however, that encroachments created by the intentional act of a Unit Owner shall not be deemed to create an easement on the Property and shall be considered an encroachment upon the Project. Such encroachment shall be removed at Unit Owner's expense immediately upon notice from the Association. In the event such encroachment is not timely

removed, the Association may effect removal of the encroachment and the expense thereof shall be a default Assessment to the Unit Owner.

Section 14.5 Easements over Hotel Unit and Hotel Limited Common Elements. All Unit Owners shall have a nonexclusive easement over, through and across the ground floor Hotel Unit Lobby Area for ingress and egress to Common Elements, including but not limited to, rest rooms, elevators, stairs, service/loading docks, garbage receptacles, parking areas and the ski locker room. All Unit Owners shall have a non-exclusive easement for ingress and egress over through and across the following Hotel Limited Common Elements: porte-cochere and exterior plaza on the ground level of the Project, subject to reasonable rules and restrictions related to the operations of the hotel.

Section 14.6 Utility Easements. There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such utilities to erect and maintain the necessary equipment on the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without disturbing the uses of other utilities, the Unit Owners, the Association, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant during the Period of Declarant Control and, thereafter, the Association, shall have the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 14.6 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 14.7 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

Section 14.8 Maintenance Easement. An easement is hereby granted to the Association and any Managing Agent and their respective officers, agents, employees

and assigns upon, across, over, in, and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

Section 14.9 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Unit Owners and the Association shall have the irrevocable right, to be exercised by the Association as the Unit Owners' agent, to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. Unless caused by the negligent or willful act or omission of a Unit Owner or Occupant, damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Elements or as a result of emergency repair within another Unit at the instance of the Association or of the Unit Owners shall be a Common Expense.

Section 14.10 Easements Deemed Created. All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 14, even though no specific reference to such easements or to this Article 14 appears in the instrument for such conveyance.

ARTICLE 15 – SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 15.1 Special Declarant Rights. Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the "*Special Declarant Rights*"). Declarant's Special Declarant Rights include the following:

(a) Completion of Improvements. The right to complete improvements indicated on the Plat filed with this Declaration and/or the right to complete construction of the Project as Declarant determines in its sole discretion.

(b) Sales Management and Marketing. The right to locate, relocate and maintain sales offices, management offices, signs advertising the Project, and models within any Unit or Units owned by Declarant and in the Common Elements. Declarant shall have the right to show Units and the Common

Elements to prospective purchasers and to arrange for the use of any recreational facilities within the Common Elements by prospective purchasers.

(c) Construction Easements. The right to create and use easements through the Common Elements for the purpose of making improvements within the Project. Declarant expressly reserves the right to perform warranty work, and repairs and construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until its completion. Declarant may perform all work without the consent or approval of any Unit Owner or First Mortgagee or holder of a Security Interest. Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations and exercising Declarant's reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Property for the purpose of furnishing utility and other services to buildings and improvements to be constructed on any of the Property. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the Common Elements not occupied by an Improvement containing Units.

(d) Control of Association and Board of Directors. Subject to Section 8.6, the right to appoint or remove any officer of the Association or any member of the Board of Directors.

(e) Amendment of Declaration. The right to amend this Declaration in connection with the exercise of any Development Rights.

(f) Amendment of Plat. The right to amend the Plat and any Development Agreement between Declarant and the City of Ketchum in connection with the exercise of any Development Rights.

(g) Signs. The right to maintain signs on the Common Elements advertising the Project.

(h) Post-Sales. The right to use the Common Elements to maintain customer relations and provide post-sale services to Unit Owners.

(i) Parking/Storage. The right to use and to allow others to use all parking and storage areas, except Limited Common Elements appurtenant to sold Units, in connection with its marketing efforts.

(j) Disputes With Association. The right to require that all disputes with the Association, including but not limited to those arising out of or relating to the purchase and sale of the Units, the construction or management of the Units or Common Elements, or the interpretation of this Declaration, be mediated by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, Declarant shall have the right to require that any unresolved dispute or controversy or claim, including but not limited to the aforementioned, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(k) Payment of Common Expenses. The right, but not the obligation, to pay all or part of budgeted Common Expenses in lieu of the Association levying Assessments for the same for any period of time.

Section 15.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 15.1 above, Declarant also reserves the following additional rights (the “*Additional Reserved Rights*”):

(a) Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, driveways, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Unit Owners within the Project.

(b) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking and/or recreational facilities, which may or may not be a part of the Project for the benefit of the Unit Owners and/or the Association.

(c) Easement Rights. The rights to an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant’s obligations arising under this Declaration or the Act.

(d) Unit Rentals. Declarant shall have the right to enact reasonable rules relating to the rental of units, including use of Common Elements, by renters, consistent with the provisions of Section 13.6.

(e) Other Rights. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

Section 15.3 Limitations on Special Declarant Rights and Additional Reserved Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right or Additional Reserved Rights may be exercised by the Declarant so long as the Declarant (a) is obligated under any warranty or obligation; or (b) owns ten percent (10%) of the total number of Residential Units; provided, however, all Special Declarant Rights and Additional Reserved Rights shall terminate two (2) years after the termination of the Period of Declarant Control. Earlier termination of certain rights may occur pursuant to requirements of the Act.

Section 15.4 Interference with Special Declarant Rights. Neither the Association nor any Unit Owners may take any action or adopt any rule and/or regulation that will interfere with or diminish any Special Declarant Rights or Additional Reserved Rights without the prior written consent of the Declarant.

Section 15.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 15 for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the Records. Such instrument shall be executed by the transferor Declarant and the transferee.

Section 15.6 Owner Waivers, Releases and Assumption of Risk Rights Transferable. Each Owner by accepting a deed to a Unit thereby does agree to assume all responsibility for and all inherent risk of damage or injury that may occur while owning or occupying a Unit or the Common Area, including but not limited to the following:

(a) Damage to land and other real property that is not part of a Unit, or that was not included in the purchase price for the Unit;

(b) Damage to spas and other recreational equipment or facilities driveways, boundary and retaining walls not necessary to the structural integrity of the Unit, fences, landscaping, sprinkler systems, patios, decks, stoops, steps

and porches, or any other appurtenant structure or attachment to a Unit not part of the Unit;

(c) Damage or loss which arises while the Unit is being used for nonresidential purposes;

(d) Damage or loss which arises out of the use of the patio fireplace;

(e) Any condition, which does not result in actual physical damage to the Unit;

(f) Damage to Unit as a result of modifications or improvements to Units. Unit Owner shall restore the Unit to industry standard codes or to the level of construction, whichever is greater.

(g) Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in concert or in sequence or concurrence with any other cause or causes whatsoever:

(h) Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than the Declarant or its contractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;

(i) Failure to give prompt and proper notice to any insurer, including to any Home Buyer's Warranty insurer;

(j) Riot or civil commotion, war, vandalism, hurricane, tornado, fire, explosion, blasting, smoke, water, groundwater, flood, earthquake, hail snow, ice storm, lighting, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, or volcanic eruption;

(k) Abuse or use of a Unit, or any part thereof, beyond the reasonable capacity of such Unit for such use;

(l) Microorganisms, fungus, decay, wet rot, dry rot, mold, mildew, vermin, insects, rodents, wild or domestic animals, plants, corrosion, rust, radon, radiation, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant, or carcinogenic substance, and electromagnetic field or emission;

- (m) Failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable.
- (n) Any damage known prior to acquiring the Unit;
- (o) Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by private insurance, or state or federal funds;
- (p) Diminished market value of the Unit;
- (q) Any and all consequential loss or damage, including without limitation, any damage to property not covered by insurance, any damage to property not owned by the Owner, any bodily damage or personal injury of any kind, including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits.

Each Owner further (i) releases Declarant and its members, employees, agents and representatives from any claim, loss, liability or cause of action in connection with the risks hereby assumed, (ii) waives and agrees not to sue, make any claim against, maintain an action against or recover from Declarant, its members, employees, agents, or representatives for damages sustained as a result of the risks hereby assumed, and (iii) to indemnify and hold harmless, Declarant and its members, employees, agents or representatives from all claims, judgments, costs, including attorneys' fees, incurred in connection with any action brought as a result of the risks hereby assumed.

ARTICLE 16 - INSURANCE

Section 16.1 Coverage. Commencing not later than the first conveyance of a Unit to a purchaser and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible First Mortgagees at their respective last known addresses.

- (a) Property Insurance. The Association shall maintain property insurance on the Project for broad form covered causes of loss in amount of insurance not less than the full insurable replacement cost of the insured property less applicable deductibles at the time insurance is purchased and at

each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property insurance policies.

(b) Liability Insurance. The Association shall maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Project, insuring the Association. The Board of Directors, the Managing Agent, and their respective employees and agents. The minimum limits of insurance will be \$1,000,000 per occurrence, subject to an annual policy aggregate of \$2,000,000 unless otherwise determined by the Board. The Declarant shall be included as an additional insured in such Declarant's capacity as a Unit Owner. Unit Owners and Eligible First Mortgagees shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, of the Common Elements or membership in the Association.

(c) Fidelity Bond. The Association shall maintain a fidelity bond on all persons who control or disburse funds of the Association. Coverage shall not be less in the aggregate than two months' current Assessments plus reserves, as calculated from the current budget of the Association. Any person employed as an independent contractor by the Association, including the Property Management Company must obtain and maintain fidelity bond in like amount for the benefit of the Association unless the Association names such person as an insured employee in the bond specified above.

(d) Other Insurance. The Board of Directors may also procure insurance against such additional risks of a type normally carried with respect to properties of comparable character and use that the Board of Directors deems reasonable and necessary in order to protect the Project, the Association and the Unit Owners, including but not limited to Community Association Professional (aka Directors and Officers Liability), Company Reimbursement (or Company Indemnification) and Fiduciary Liability policies.

(e) Unit Owners' Policies. Each Unit Owner may obtain additional insurance at his own cost for his own benefit so long as all such policies provide that the liability of the carriers issuing insurance to the Association hereunder shall not be affected or diminished by reason of any such insurance carried by any Unit Owner.

Section 16.2 Required Provisions. All insurance policies carried pursuant to the requirements of this Article 16 must provide that:

(a) each Unit Owner and each Eligible First Mortgagee is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association;

(b) no act or omission by any Unit Owner or Eligible First Mortgagee, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(c) if, at the time of a loss under the Association policy, there is other insurance in the name of a Unit Owner covering the risks covered by the policy, the Association's policy provides primary insurance until the limits are exhausted, the Unit Owner coverage will then be excess;

(d) any loss covered by the policies must be adjusted by the Insurance Carrier with the Association;

(e) the insurance proceeds for any loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association and not to any holder of a Security Interest;

(f) the insurer, or authorized representative, shall issue certificates of insurance to the Association and, upon request, to any Unit Owner or holder of a Security Interest; and

(g) the insurer issuing the policy may not cancel or refuse to renew it until forty-five (45) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and any Unit Owner(s) and holder(s) of Security Interests to whom a certificate of insurance has been issued at their respective last known addresses.

Section 16.3 Adjustment of Claims. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment that are required by the insurer. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Unit Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Unit Owner a pro rata share of any deductible paid by the Association.

Section 16.4 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

ARTICLE 17 - RESTORATION UPON DAMAGE OR DESTRUCTION

Section 17.1 Duty to Restore. Any portion of the Project, for which insurance is required under the Act or for which insurance carried by the Association is in effect, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) the Project is terminated;
- (b) repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety;
- (c) sixty-seven percent (67%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild; or
- (d) prior to the conveyance of any Unit to a purchaser, the holder of a Security Interest on the damaged portion of the Project rightfully demands all or a substantial part of the insurance proceeds.

In the event the Project is not repaired or replaced as allowed by Subparagraphs (a), (b) and (c) above, then the Real Estate in the Project shall be sold and the proceeds distributed pursuant to the procedures provided for in the Act for termination of condominium projects.

Section 17.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 17.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors and a Majority of Owners.

Section 17.4 Replacement of Less Than Entire Property. If the entire Project is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the

remainder of the Project and, except to the extent that other persons will be distributees:

- (a) the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Unit Owner of the Unit and the Unit Owner of the Unit to which the Limited Common Elements were allocated, or to holders of Security Interests, as their interests may appear;
- (b) the remainder of the proceeds must be distributed to each Unit Owner or holders of Security Interests, as their interests may appear, in proportion to the Allocated Interests in the Common Elements of all the Units; and
- (c) if the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned, and the Association promptly shall prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 17.5 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Board of Directors, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and holders of Security Interests as their interest may appear. Subject to the provisions of the Sections above, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and holders of Security Interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Project is terminated, in which event the surplus proceeds will be distributed as provided in this Declaration.

Section 17.6 Certificates by the Board of Directors. The insurance trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

- (a) whether or not damaged or destroyed Property is to be repaired or restored; and
- (b) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 17.7 Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Unit Owners or holders of Security Interests, the Board of

Directors, and the insurance trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of the Records from the date of recording of this Declaration stating the names of the Unit Owners and the holders of Security Interest.

ARTICLE 18 - CONDEMNATION

Section 18.1 Sale by Unanimous Consent. If an action for condemnation of all or a portion of the Project is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Unit Owners and after written notice to all mortgagees, the development, or a portion of it, may be sold by the Board of Directors acting as irrevocable attorney-in-fact of all of the Unit Owners for a price deemed fair and equitable by the Board of Directors, but in no event less than the aggregate unpaid balance of all mortgages encumbering all Units in the development.

Section 18.2 Distribution of Proceeds of Sale. On a sale occurring under Section 18.1, the proceeds shall be distributed to the Unit Owner and the mortgagees of each Unit in proportion to each Unit's relative interest in the Project as determined by an appraisal commissioned by the Board of Directors.

Section 18.3 Distribution of Condemnation Award. If the Project, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Unit Owners and their respective mortgagees.

ARTICLE 19 - MORTGAGEE PROTECTIONS

Section 19.1 Introduction. This Article 19 establishes certain standards and covenants which are for the benefit of First Mortgagees. This Article 19 is supplemental to, and not in substitution for, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

Section 19.2 Percentage of First Mortgagees. Unless specifically provided otherwise, wherever in this Declaration the approval or consent of a specified percentage of Eligible First Mortgagees is required, it shall mean the approval or consent of sixty-seven percent (67%) of Eligible First Mortgagees. Each Eligible First Mortgagee shall be entitled to one vote for each Security Interest held by such Eligible First Mortgagee.

Section 19.3 Notice of Actions. If requested in writing to do so, the Association shall give prompt written notice of the following to each Eligible First Mortgagee making such request:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the Eligible First Mortgagee;
- (b) any delinquency in the payment of Assessments which remains uncured for sixty (60) days by a Unit Owner whose Unit is encumbered by a Security Interest held by such Eligible First Mortgagee;
- (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of Eligible First Mortgagees as set forth in this Article;
- (e) any judgment rendered against the Association; and
- (f) a copy of any financial statement of the Association.

Section 19.4 Consent Required. The Association may not take any of the following actions, except as such rights have been specifically reserved by Declarant under the provisions of this Declaration, without the consent of sixty-seven percent (67%) of the Eligible First Mortgagees:

- (a) sale, conveyance or encumbrance of the Common Elements, separate from any Unit (provided, however, that the granting of easements for public utilities, or for other purposes provided for in this Declaration will not be deemed a transfer within the meaning of this clause);
- (b) restoration or repair of the Project (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- (c) termination of this Declaration for reasons other than substantial destruction or condemnation, subject to the approval percentages required for such termination;

(d) any action not to repair or to replace the Common Elements except as permitted in this Declaration.

Section 19.5 Notice of Objection. Unless an Eligible First Mortgagee provides the Secretary of the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of Eligible First Mortgagees within thirty (30) days following the receipt of notice of such proposed amendment or action, the Eligible First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

Section 19.6 First Mortgagees' Rights.

(a) Advances. First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements. First Mortgagees making such payments shall be owed immediate reimbursement from the Association.

(b) Cure Rights. First Mortgagees shall be entitled to cure any delinquency of the Unit Owner encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 19.7 Limitations on First Mortgagee's Rights. No requirement for approval or consent by a First Mortgagee provided in this Article 19 shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Board of Directors;

(b) prevent the Association or Board of Directors from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of Article 18 entitled "Restoration Upon Damage or Destruction".

Section 19.8 Special Declarant Rights. No provision or requirement of this Article 19 entitled "Mortgagee Protections" shall apply to any Special Declarant Rights reserved to Declarant in this Declaration.

ARTICLE 20 - DURATION OF COVENANTS; AMENDMENT AND TERMINATION

Section 20.1 Term. This Declaration and any amendments or supplements to it shall remain in effect from the date of recordation for a period of fifty (50) years. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided in this Article.

Section 20.2 Amendment of Declaration. Except to the extent that this Declaration and the Act expressly permit or require amendments that may be executed by the Declarant or by the Association, this Declaration (including the Plat) may be amended only by a vote or agreement of Unit Owners to which more than sixty seven percent (67%) of the votes in the Association are allocated. Notwithstanding the foregoing, no amendment may create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit or the Allocated Interests of a Unit in the absence of a vote or agreement of the Unit Owners to which at least sixty seven percent (67%) of the votes of the Association, including sixty seven percent (67%) of the votes allocated to Units not owned by Declarant, are allocated, except to the extent otherwise permitted or required by this Declaration or the Act. Notwithstanding the foregoing, no amendment may change the uses to which any Unit is restricted in the absence of a vote or agreement of Unit Owners to which at least sixty seven percent (67%) of the votes of the Association are allocated, except to the extent otherwise permitted or required by this Declaration or the Act.

Section 20.3 Execution of Amendments; Expenses. Any amendment shall be prepared, executed and recorded either by the Declarant or by an officer of the Association designated for that purpose or, in the absence of a designation, by the President of the Association. All expenses associated with preparing and recording an amendment to this Declaration shall be the sole responsibility of: (a) any Unit Owners desiring an amendment as provided for in this Declaration or the Act; (b) the Declarant, to the extent the right to amend this Declaration is reserved to the Declarant and exercised by the Declarant; or (c) in all other cases by the Association as a Common Expense.

Section 20.4 When Modifications Permitted. Notwithstanding the provisions of Section 20.2 above, no amendment or termination of this Declaration shall be

effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

Section 20.5 Recording of Amendments. Any amendment to this Declaration made in accordance with this Article 20 shall be immediately effective upon the recording of the executed amendment in the Records together with a duly authenticated certificate of the Declarant or the Secretary of the Association stating that the required vote of Unit Owners, if any, and required consents of First Mortgagees (and/or Eligible First Mortgagee, as applicable) were obtained and are on file in the office of the Association. The amendment must be indexed in the grantee's index in the name of the Project and the Association and in the grantor's index in the name of each person or entity executing the Amendment.

Section 20.6 Rights of Eligible First Mortgagees. To the extent allowed by the Act, Eligible First Mortgagees shall have the rights to approve specified action of the Unit Owners or the Association as a condition to the effectiveness of those actions as provided in Article 19 entitled "Mortgagee Protections".

Section 20.7 Termination of the Project. The Project may only be terminated as provided in the Act.

ARTICLE 21 – ALLEGED DEFECTS

Section 21.1 Intention. It is Declarant's intent that all Improvements of every type and kind which may be installed by Declarant as part of the Project, including the fixtures in the Units and Common Elements within the Project (collectively, the "*Declarant Improvements*") be of a quality that is consistent with construction and development practices for a condominium of this type. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding "Alleged Defects" (as defined below) amicably, and without the necessity of time consuming and costly litigation. Accordingly, all Owners and the Association, as well as the Board shall be bound by the claim resolution procedure set forth in this Article 19.

Section 21.2 Declarant's Right to Cure. If the Association, the Board, or any Owner or Owners (collectively, "*Claimant*") claim, contend, or allege that any portion of a Unit and/or any Declarant Improvements are defective or incomplete, or that Declarant or its agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof

(collectively, an “*Alleged Defect*”), Declarant hereby reserves the right to inspect, cure, repair and/or replace such Alleged Defect as set forth herein.

Section 21.3 Notice to Declarant. If a Claimant discovers an Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant, in writing, at: Limelight Ketchum, LLC, c/o: General Counsel, Aspen Skiing Company, PO Box 1248, Aspen, CO 81612, or such other address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect (“*Notice of Alleged Defect*”).

Section 21.4 Right to Enter, Inspect, Cure and/or Replace. Immediately after the receipt by Declarant of a Notice of Alleged Defect or the independent discovery of an Alleged Defect by Declarant or any governmental agency, and for a reasonable time thereafter, as part of Declarant’s reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit or the Common Elements, and/or any Declarant Improvements for the purposes of inspecting and, if deemed necessary by Declarant, curing, repairing and/or replacing the Alleged Defect. In conducting such inspection, cure, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Section 21.5 Claims. All Claims arising out of this Article 21 shall be submitted to binding Arbitration as provided in Section 21.8, below. No Claimant shall initiate any arbitration against Declarant alleging damages (a) for the costs of curing, repairing, or replacing any Alleged Defect, (b) for the diminution in value of any real or personal property resulting from such Alleged Defect or (c) for any consequential damages resulting from such Alleged Defect, unless and until Claimant has (i) delivered to Declarant a Notice of Alleged Defect and (ii) Declarant has, within 120 days after its receipt of the Notice of Alleged Defect, either (1) failed to cure, repair or replace the Alleged Defect or (2) if the Alleged Defect cannot reasonably be cured, repaired or replaced within such 120 day period, failed to commence such cure, repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such cure, repair or replacement to completion. During any such period while Declarant is diligently pursuing to completion the cure, repair or replacement of the Alleged Defect, Claimant shall not stop, restrict, hinder, interrupt or otherwise interfere with any reasonable action or activity taken by Declarant, its employees, agents, or independent contractors, to inspect, cure, repair or replace the Alleged Defect, whether or not such action or activity is taken, or is proposed to be taken, on property owned by Claimant.

Section 21.6 No Additional Obligations; Irrevocability and Waiver of Rights. Nothing set forth in this Article 21 shall be construed to impose any obligation on Declarant to inspect, cure, repair or replace any item or Alleged Defect for which

Declarant is not otherwise obligated to do under applicable law or any limited warranty provided by Declarant in connection with the sale of the Units and/or the Declarant Improvements constructed thereon, nor shall anything set forth in this Article 21 constitute an express or implied representation, warranty or guarantee by Declarant concerning any Declarant Improvements or the Project. The right of Declarant to enter, inspect, cure, repair and/or replace reserved hereby shall be irrevocable and may not be waived and/or terminated except by a writing, in recordable form, executed and recorded by Declarant in the Records.

Section 21.7 Statutory Remedies. The terms, conditions and procedures set forth in this Article 21 are in addition to the terms, conditions and procedures set forth in Idaho Code §§ 6-2501, et seq., and shall, to the maximum extent permitted by law, be exercised by any Claimant prior to instituting a claim and/or commencing an action under Idaho Code §§ 6-2501, et seq. for “constructional defects”; *provided, however*, the procedures set forth in this Article 21 shall not abrogate any of the requirements of Claimant under Idaho Code §§ 6-2501, et seq. Further, to the extent any provisions of this Article 21 are inconsistent with the provision of Idaho Code §§ 6-2501, et seq., the provisions of this Section 21 shall apply to the maximum extent permitted by law and shall extend all the time periods set forth in Idaho Code §§ 6-2501, et seq. until expiration of the 120 day period set forth in this Article 21. It is the express intent of Declarant to provide, by this Article 21, an initial 120 day period for Declarant to investigate and cure any constructional defects alleged by Claimant before the provisions of Idaho Code §§ 6-2501, et seq. are implemented and initiated by Claimant including, without limitation, the notice of claim, inspection, offer of settlement, and repair provisions of Idaho Code §§ 6-2501, et seq. Each Owner, by acceptance of a deed or otherwise acquiring title to any Unit agrees to be bound by all of the provisions of this Article 21.

Section 21.8 Arbitration. Unless otherwise agreed, the exclusive method of binding dispute resolution for claims made by a Claimant arising out of this Article 21 shall be arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect as of the date of this Declaration. A demand for arbitration shall be made by such Claimant in writing, delivered to Declarant and filed with the entity administering the arbitration. No demand for arbitration shall be made until after the procedures set forth in Sections 21.3 through 21.6 have been fully complied with and the timeframes set forth therein have expired. In no event shall a claim for arbitration be made after the date when the initiation of legal or equitable proceedings based on the claim are barred by the applicable statute of limitations or statute of repose. For purposes of statutes of limitation and statutes of repose, receipt of the written demand for arbitration by the

entity administering the arbitration shall constitute the initiation of legal action or equitable proceedings based on the claim. This agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court of competent jurisdiction, and any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In any such arbitration, the prevailing party shall, in addition to any other relief received, be entitled to an award of its reasonable attorneys' fees and costs arising from such claim.

Section 21.9 Additional Disclosures; Disclaimers and Releases

WITHOUT LIMITING ANY OTHER PROVISION IN THIS DECLARATION, THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED OR ACQUIRING TITLE TO A UNIT, OR BY POSSESSION OR OCCUPANCY OF A UNIT, EACH OWNER FOR ITSELF AND FOR THE OWNER'S TENANTS, EMPLOYEES, FAMILY MEMBERS, GUESTS AND OTHER INVITEES, SHALL CONCLUSIVELY BE DEEMED TO UNDERSTAND, AND TO HAVE ACKNOWLEDGED AND AGREED TO, ALL OF THE FOLLOWING:

(a) Living in a multi-story building with hotel, commercial and residential components entails living in very close proximity to other persons and businesses, with attendant limitations on solitude and privacy. Walls, floors and ceilings have been designed to meet applicable building codes. However, Owners will hear noise from adjacent Units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Also, Owners may hear noise from items such as spas, equipment in the recreation amenities located in the Hotel Unit, vacuum cleaners, stereos or televisions, or from people running, walking, exercising and socializing. Finally, Owners can expect to hear sound, music, noise, odors, vibrations, and other nuisances from the Hotel Unit and exterior open spaces or Common Areas in the normal course of hotel and banquet operations as well as from other residential, retail and commercial developments in the vicinity of the Project. Owners may also experience light entering the Units from commercial lighting in the vicinity and from street lights located in close proximity to the windows and doors of the Units.

(b) The Association has no control over the transmission of noise, light or odors within the Project and/or from the adjacent residential, retail and commercial developments, and the potential effect of such noise, light or odors on Units within the Project.

(c) Each Owner acknowledges that (i) there are no protected views in the Project, and no Unit is assured the existence or unobstructed continuation

of any particular view, and (ii) any construction, landscaping or other installation of Improvements by the Declarant, other Owners or owners of other property in the vicinity of the Project may impair the view from any Unit, and each Owner consents to such view impairment.

(d) Certain portions of land (the “*Neighboring Developments*”) outside, abutting and/or near the Project have not yet been developed or may be subject to redevelopment, and in the future may or will be developed by Declarant, or third parties over whom Declarant has no control. The Association has no jurisdiction over the future Neighboring Developments, and accordingly, there is no representation as to the nature, use or architecture of any future development or improvements on Neighboring Developments; and such use, development and/or construction on Neighboring Developments may result in noise, dust, or other “nuisance” to the Project or Owners.

(e) Residential and commercial construction is an industry inherently subject to variations and imperfections, and items which do not materially affect safety or structural integrity shall be deemed “*expected minor flaws*” (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects. Subsequent to the initial Conveyance of each Unit, each Owner hereby releases the Declarant from any and all claims arising from or relating to such expected minor flaws.

(f) The finished construction of each Unit, Common Elements and any Association Property, while within the standards of the industry in the City of Ketchum, Blaine County, Idaho, and while in substantial compliance with the plans and specifications, will be subject to variations and imperfections and expected minor flaws; and each Owner hereby releases the Declarant from any and all claims arising from or relating to such variations, imperfections and flaws.

(g) Indoor air quality of the Units may be affected in a manner and to a degree found in new construction within industry standards, including, without limitation, by particulates or volatiles emanating or evaporating from new carpeting or other building materials, fresh paint or other sealants or finishes, and similar products.

(h) Installation and maintenance of any security or traffic access device, operation, or method, shall not create any presumption or duty whatsoever of the Declarant or the Association (or their respective officers, directors, managers, employees, agents, and/or contractors) with regard to security or protection of persons or property within or adjacent to the Project; and each Owner, by acceptance

of a deed to a Unit, whether or not so stated in the deed, shall be deemed to have agreed to take any and all protective and security measures and precautions which such Owner would have taken if the Project had been located within public areas.

(i) The Units and other portions of the Project from time to time may, but need not necessarily, experience problems with bees, ants, spiders, termites, birds, and/or other insect, rodent or pest problems (collectively, "*pests*"); and Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to any pest, and each Owner must make its own independent determination regarding the existence or non-existence of any pest(s) which may be associated with the Unit or other portions of the Project.

(j) Even with a "slip sheet" underneath, certain hard surface flooring may still be subject to hairline cracks, and grout may crack and/or deteriorate, and furthermore, cracks in the walls may result from normal settlement and shifting around doors, windows, walls and ceilings; and each Owner shall be solely responsible for any such cracking or deterioration.

(k) "Cutting-out" (for example, but not limited to, for installation of speakers or "can" lights) or alteration of any portion of wall, ceiling, and/or floor by an Owner within a Unit is permitted only when such "cutting-out" is repaired, does not damage or adversely affect sound insulation or other important features of the Unit and complies with the pertinent fire codes.

(l) Other matters, limitations, and restrictions, uniquely applicable to this Project, are set forth in this Declaration, and may be supplemented from time to time by the Rules and Regulations.

(m) Declarant has complied with all Unit maintenance and operation procedures and has performed upgrades, modifications, and/or repairs consistent with or above industry standards. Declarant reserves the right to buy back Units deemed to be defective at the market rate. Should an Owner allege that a Unit is defective, an inspection shall be performed by an independent third party and shall be paid for by the Unit Owner. Should the Unit be deemed defective Declarant will reimburse Unit Owner 50% of the inspection cost.

Section 21.10 Releases. THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT, EACH OWNER, FOR ITSELF AND ALL PERSONS CLAIMING UNDER SUCH OWNER, SHALL CONCLUSIVELY BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED TO RELEASE THE DECLARANT AND ITS AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, MANAGERS, AGENTS,

EMPLOYEES, SUPPLIERS, AND CONTRACTORS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSS, DAMAGE OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR NUISANCE OR HEALTH HAZARD, PROPERTY DAMAGE, BODILY INJURY, AND/OR DEATH) ARISING FROM OR RELATED TO ALL AND/OR ANY ONE OR MORE OF THE CONDITIONS, ACTIVITIES, OCCURRENCES, OR OTHER MATTERS DESCRIBED IN THE FOREGOING SECTION 21.

ARTICLE 22 - MISCELLANEOUS

Section 22.1 Enforcement. Except as otherwise provided in this Declaration, enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration and the other Project Documents shall be through any proceedings at law or in equity brought by any aggrieved Unit Owner, the Association, or Declarant against the Association or any Unit Owner. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election.

Section 22.2 Notices. All notices, demands, or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; upon actual receipt, in the case of notices forwarded by certified mail, return receipt requested, postage prepaid; as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service; or as of the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after transmitting by telecopy.

Section 22.3 Nonwaiver. Failure by Declarant, the Association, or any Unit Owner or Eligible First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in the Project Documents shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 22.4 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions of it by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which provisions shall remain in full force and effect. Any provision which would violate the rule against perpetuities and the rule prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

Section 22.5 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 22.6 Captions. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

Section 22.7 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflicts in the provisions in the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 22.8 Exhibits. All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

Section 22.9 Choice of Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 22.10 Construction. This Declaration shall be construed and interpreted without the application of any rule of construction based on the Declarant as the drafter of this Declaration.

Section 22.11 Legal Counsel. This Declaration was prepared by attorneys representing only the Declarant.

Executed as of the _____ day of _____, 2016.

Limelight Ketchum, LLC,
a Delaware limited liability company

By: _____
Authorized Agent

STATE OF _____)
) ss
 County of _____)

On this ____ day of _____, 2016, before me, a notary public in and for said state, personally appeared _____, known or identified to me to be the authorized agent of Limelight Ketchum, LLC, a Delaware limited liability company, or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said name.

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

 Notary Public for _____
 Residing at _____
 My commission expires _____

EXHIBIT A
TO
DECLARATION

LEGAL DESCRIPTION

**Amended Lot 1A, Block 20, in Section 11, Ketchum Town Site,
City of Ketchum, Blaine County, Idaho.**

DRAFT

EXHIBIT B
TO
DECLARATION
TABLE OF ALLOCATED INTERESTS

Unit Identification	Unit Classification	Unit Area (sq. feet)	Percentage Share of Common Elements	Percentage Share of Common Expense Liability	Number of Votes
H	Hotel	67,553	65.19	65.19	16
Ret	Retail	1,955	1.89	1.89	1
406	Residential	3,152	3.04	3.04	1
409	Residential	2,740	2.64	2.64	1
411	Residential	1,871	1.81	1.81	1
412	Residential	1,529	1.48	1.48	1
414	Residential	3,571	3.45	3.45	1
423	Residential	2,574	2.48	2.48	1
501	Residential	1,952	1.88	1.88	1
503	Residential	2,433	2.35	2.35	1
505	Residential	2,702	2.61	2.61	1
507	Residential	1,871	1.81	1.81	1
508	Residential	1,532	1.48	1.48	1
510	Residential	3,575	3.45	3.45	1
512	Residential	1,789	1.72	1.72	1
514	Residential	2,826	2.73	2.73	1
	TOTAL	103,622	100.00	100.00	31

EXHIBIT C
TO
DECLARATION

**ASSOCIATION ARTICLES OF
INCORPORATION**

DRAFT

201



ARTICLES OF INCORPORATION (Non-Profit)

Title 30, Chapters 21 and 30, Idaho Code

Filing fee: \$30 typed, \$50 not typed

Complete and submit the form in duplicate.**FILED EFFECTIVE****2016 SEP 23 AM 8:59**SECRETARY OF STATE
STATE OF IDAHO**Article 1:** The name of the corporation shall be:151 South Main Hotel & Residences Owners' Association, Inc.**Article 2:** The purpose for which the corporation is organized is: _____Condominium Owners' Association**Article 3:** Registered agent name and address:James R. Laski675 Sun Valley Rd., Suite A, Ketchum, ID 83340

(Name)

(Address)

Article 4: The board of directors shall consist of no fewer than three (3) people. The names and addresses of the initial directors are:Don SchusterPO Box 1248, Aspen CO 81612

(Name)

(Address)

Richard StettnerPO Box 1248, Aspen CO 81612

(Name)

(Address)

Todd RichmondPO Box 1248, Aspen CO 81612

(Name)

(Address)

Article 5: Incorporator name(s) and address(es):James R. LaskiPO Box 3310, Ketchum, ID 83340

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

Article 6: The mailing address of the corporation shall be:PO Box 1248, Aspen CO 81612

(Address)

Article 7: The corporation (☒ does ☐ does not) have voting members.**Article 8:** Upon dissolution the assets shall be distributed: _____pro rata to its members

Signatures of all incorporators:

Printed Name: James R. Laski

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Revised 08/2015

Secretary of State use only
IDAHO SECRETARY OF STATE**09/23/2016 05:00**

CK:3828 CT:159456 BH:1547702

1@ 30.00 = 30.00 INC NONP #2

C211269

EXHIBIT D
TO
DECLARATION

ASSOCIATION BYLAWS

DRAFT

BYLAWS
OF
151 SOUTH MAIN HOTEL & RESIDENCES OWNERS' ASSOCIATION, INC.
an Idaho Non-Profit Corporation

LAWSON LASKI CLARK & POGUE, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340

**Article 1
NAME AND LOCATION**

The name of the association is 151 SOUTH MAIN HOTEL & RESIDENCES OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"). The Association is organized under the Idaho Nonprofit Corporation Act. The principal office of the Association shall be located in the County of Blaine, State of Idaho.

**Article 2
DEFINITIONS**

2.1 Declaration. The "Declaration" shall mean, collectively, the Declaration of Covenants, Conditions and Restrictions for the 151 South Main Hotel & Residences, and any amendments or supplements recorded or to be recorded pursuant thereto, and applicable to the condominium development commonly known and referred to as 151 South Main Hotel & Residences located in Ketchum, Idaho.

2.2 Other Definitions. Each and every definition set forth in Section 2 of the Declaration shall have the same meaning herein as therein, and each and every such definition is incorporated by reference herein and made a part hereof as if once again fully written and set forth at length herein.

**Article 3
MEMBERSHIP; VOTING RIGHTS**

The qualification for membership, the classes of membership and the voting rights of members shall be as set forth in Sections 4 and 8 of the Declaration, all of which are hereby incorporated by reference herein as if set forth in full.

**Article 4
MEETINGS OF MEMBERS**

4.1 Annual Meetings. The organizational meeting and the first annual meeting of the members shall be held within sixty (60) days of the date of the first conveyance of a Unit. Thereafter, annual meetings of members of the Association shall be held each year on a day to be determined by the Board of Directors (hereinafter referred to as the "board"), which day shall not be a legal holiday.

4.2 Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the board, or upon written request of the members representing at least twenty-five percent (25%) of the votes in the Association.

4.3 Notice of Meetings. Notice of all members meetings, annual or special, shall be hand delivered, sent prepaid United States Mail, or, sent by email if receipt by email is agreed to by a member, and shall be given not less than ten (10) days nor more than fifty (50) days prior to the time of said meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notices shall be given by, or at the direction of, the secretary or person authorized to call the meeting, and shall be transmitted to each member

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BYLAWS- 1

entitled to vote there at. Notice shall also be given to any mortgagee who has requested to receive notice of such meeting at mortgagee's address last appearing on the books of the Association for the purpose of notice. Mailed notices shall be deemed received 48 hours after same are mailed; notice by hand delivery shall be deemed received upon delivery; notice delivered by email after consent to receive notice by email by member is deemed received upon delivery to the email address appearing on the books of the Association unless a notice of failure of delivery is received by the sending party. Members are obligated to update addresses for Notice with the Association.

4.4 Quorum. The presence at any meeting in person, by telephone or video conferencing, or by proxy of members entitled to cast at least twenty percent (20%) of the total votes of all members of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be at least ten percent (10%) of said total votes. Any meeting of members whereat a quorum is present may be adjourned for any reason to a time not less than 48 hours nor more than 30 days from the time of such meeting by members representing a majority of the votes present thereat, either in person or by proxy. Notwithstanding the foregoing, meetings to approve the annual budget are subject to the provisions set forth in Section 8.3 of the Declaration.

4.5 Proxies. At all meetings of members each member may be present in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease when the ownership interest or interests of such member entitling him to membership in the Association ceases.

4.6 Order of Business. Unless otherwise determined by the board, the order of business of all meetings of the members shall be as follows:

- (a) roll call;
- (b) proof of notice of meeting or waiver of notice;
- (c) reading of minutes of preceding meeting;
- (d) reports of board and officers;
- (e) unfinished business;
- (f) new business; and
- (g) election of directors, if any are to be elected.

4.7 Parliamentary Procedure. All questions of parliamentary procedure shall be decided in accordance with Roberts Rules of Order.

4.8 Majority of Owners. Except as otherwise provided herein or in the Declaration, the majority of the total voting power present, in person or by proxy, shall prevail at all meetings.

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BYLAWS- 2

4.9 Action Without Meeting. Any action which may be taken at a meeting of the members may be taken without a meeting if authorized by a writing signed by all of the members who would be entitled to vote at a meeting for such purpose and filed with the secretary.

Article 5 DIRECTORS

5.1 Number. Prior to the termination of any Period of Declarant Control, the board shall consist of the number of directors as set forth and determined in accordance with Section 8.6 and 8.7 of the Declaration, who need not be members and elected in accordance with the provisions of Section 8.7 of the Declaration. Not later than the termination of any Period of Declarant Control, the board shall consist of at least five (5) directors, two (2) of whom shall be appointed by the Hotel Unit Owner, one (1) of whom shall be appointed by the Retail Unit Owner, and two (2) of whom shall be elected by the Residential Unit Owners. Not more than one representative member from each Residential Unit may serve on the board at the same time.

5.2 Term of Office. The directors shall hold terms of two (2) years, except that the terms of two (2) of the initial directors have one (1) year terms. All directors shall hold office until their successors are elected or appointed, as the case may be, and qualified, or until he/she resigns or has been removed in the manner provided for herein. Subsequent to the Period of Declarant Control, at each annual election, the Residential Unit Owners may elect one director to replace the director elected by Residential Unit Owners whose term will expire that year to hold office for a term of two years. The intent of this provision is to provide that the two directors elected by Residential Unit Owners have staggered terms.

5.3 Nomination. Subject to the provisions of Section 8.7 of the Declaration, the board may create a nominating committee to make nominations of Residential Owners for election to the board. Nominations may also be made from the floor at each annual meeting.

5.4 Election. Election to the board by Residential Unit Owners shall be by secret ballot. At such election, the Residential members, or their proxies, may cast as many votes as they are entitled to cast under the provisions of the Declaration. The candidate receiving the highest number of votes, as confirmed by the Secretary, shall be deemed elected. Election results may be shared with the members.

5.5 Compensation. No director shall receive any compensation for any service he may render to the Association; provided, however, any director may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

5.6 Removal; Vacancies. Removal of directors shall be as provided in Section 8.8 of the Declaration. In the event of the death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Article 6 MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the board shall be held quarterly without notice at such place and hour as may be fixed from time to time by resolution of the

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BYLAWS- 3

board, or at such other intervals as determined by the board. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of the time and place of any such meeting shall be posted at a prominent place or places within the common area.

6.2 Special Meetings. Special meetings of the board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days prior notice to each director, which notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be posted in the manner prescribed for notice of regular meetings not less than 72 hours prior to the scheduled time of the meeting.

6.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business at a meeting of the board. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

6.4 Conduct of Meetings. Regular and special meetings of the board shall be open to all members of the Association; provided, however, that Association members who are not on the board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the board. The board may, with the approval of a majority of a quorum of the members of the board, adjourn a meeting and reconvene in executive session to discuss and/or vote upon any situation set forth in Section 9.4 of the Declaration, and any personnel matters, litigation in which the Association is or may become involved and orders of business of a similar or otherwise sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

6.5 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the board.

Article 7 POWER AND DUTIES OF THE BOARD

7.1 Powers. The board shall have all powers conferred upon the Association as set forth herein and in the Declaration, excepting only those powers expressly reserved to the members.

7.2 Duties. It shall be the duty of the board:

- (a) to cause to be kept a complete record of all of its acts and doings and to present a statement thereof to the members at each annual meeting of the members, or at any special meeting when such statement is requested in writing by members representing one-fourth (1/4) of the members of the Association;
- (b) to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed; and
- (c) to delegate its powers as provided in the Declaration.

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**Article 8
OFFICERS AND THEIR DUTIES**

8.1 Enumeration of Offices. The officers of the Association shall be a president and vice president, who shall at all times be members of the board, a secretary, and a treasurer, and such other officers as the board may from time to time by resolution create.

8.2 Election of Officers. The election of officers shall take place at the organizational meeting of the board and thereafter at each meeting of the board following each annual meeting of the members.

8.3 Term. The officers of this Association shall be elected annually by the board and each officer shall hold office for one year unless he shall sooner resign, or shall be removed, or shall otherwise be or become disqualified to serve.

8.4 Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Multiple Offices. The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 hereof.

8.8 Duties. The duties of the officers shall be as follows:

(a) **President.** The president shall preside at all meetings of the board, shall see that orders and resolutions of the board are carried out.

(b) **Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

(c) **Secretary.** The secretary, or a designated representative approved by the board, shall record, the votes and keep the minutes of all meetings and proceedings of the board and of the members, shall serve notices of meetings of the board and of the members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the board.

(d) **Treasurer.** The treasurer, or a designated representative approved by the board, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the board, shall keep proper books of

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account, shall cause an annual operating statement reflecting income and expenditures of the Association for its fiscal year to be prepared and shall cause copies of said statement to be distributed to each member within sixty (60) days after the end of such fiscal year, and shall cause an annual budget to be prepared and presented to each member.

8.9 Compensation. No officer shall receive any compensation for any service he may render to the Association; provided, however, any officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

Article 9 COMMITTEES

Subject to any contrary provisions of the Declaration and these bylaws, if any, the board may appoint a nominating committee as provided in these bylaws. In addition, the board may appoint such other committees, as it deems appropriate in order to carry out its purpose.

Article 10 ASSESSMENTS

As more fully provided in Section 10 of the Declaration, each member is obliged to pay to the Association annual and special assessments to be collected as therein set forth, all of which are hereby incorporated by reference herein as if set forth in full.

Article 11 AMENDMENTS

These bylaws may be altered, amended or repealed by members of the Association in the same manner as set forth for amending the Declaration as set forth in Article 20.2 of the Declaration.

Article 12 GENERAL PROVISIONS

12.1 Conflicting Provisions. In the case of any conflict between any provisions of the Declaration and these bylaws, the conflicting provisions of the Declaration shall control.

12.2 Fiscal Year. The fiscal year of the Association shall be June 1 to May 31, unless and until a different fiscal year is adopted by the members at a duly constituted meeting thereof.

12.3 Proof of Membership. No person shall exercise the rights of membership in the Association until satisfactory proof thereof has been furnished to the secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the owner of an interest in a condominium entitling him to membership. Such deed of policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

12.4 Absentee Ballots. The board may make such provisions as it may consider necessary or desirable for absentee ballots.

12.5 Consent to Waiver of Notice. The transactions at any meeting of the board, however noticed, shall be as valid as though had at a meeting duly held after regular notice if a

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quorum be present and either before or after the meeting each director not present thereat signs a written waiver of notice or a consent to the holding of such meeting or an approval of the true and correct minutes thereof. All such waivers, consents or approvals shall be filed with the records of the board and made a part of its minutes.

12.6 Reserves. Any amounts collected by or paid to the Association in excess of operational needs shall be set aside as reserves for future financial needs in the manner set forth in the Declaration and shall be deposited into insured interest-bearing accounts. These sums may include amounts collected by Declarant from owners through purchase escrows representing capital contribution by such owners to the Association.

CERTIFICATE OF SECRETARY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Secretary of 151 South Main Hotel & Residences Owners' Association, Inc., an Idaho nonprofit corporation, does hereby certify that the above and foregoing Bylaws were duly adopted by the Board of Directors of said Association on the ____ day of _____, 2016, and that they now constitute said bylaws.

Secretary

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