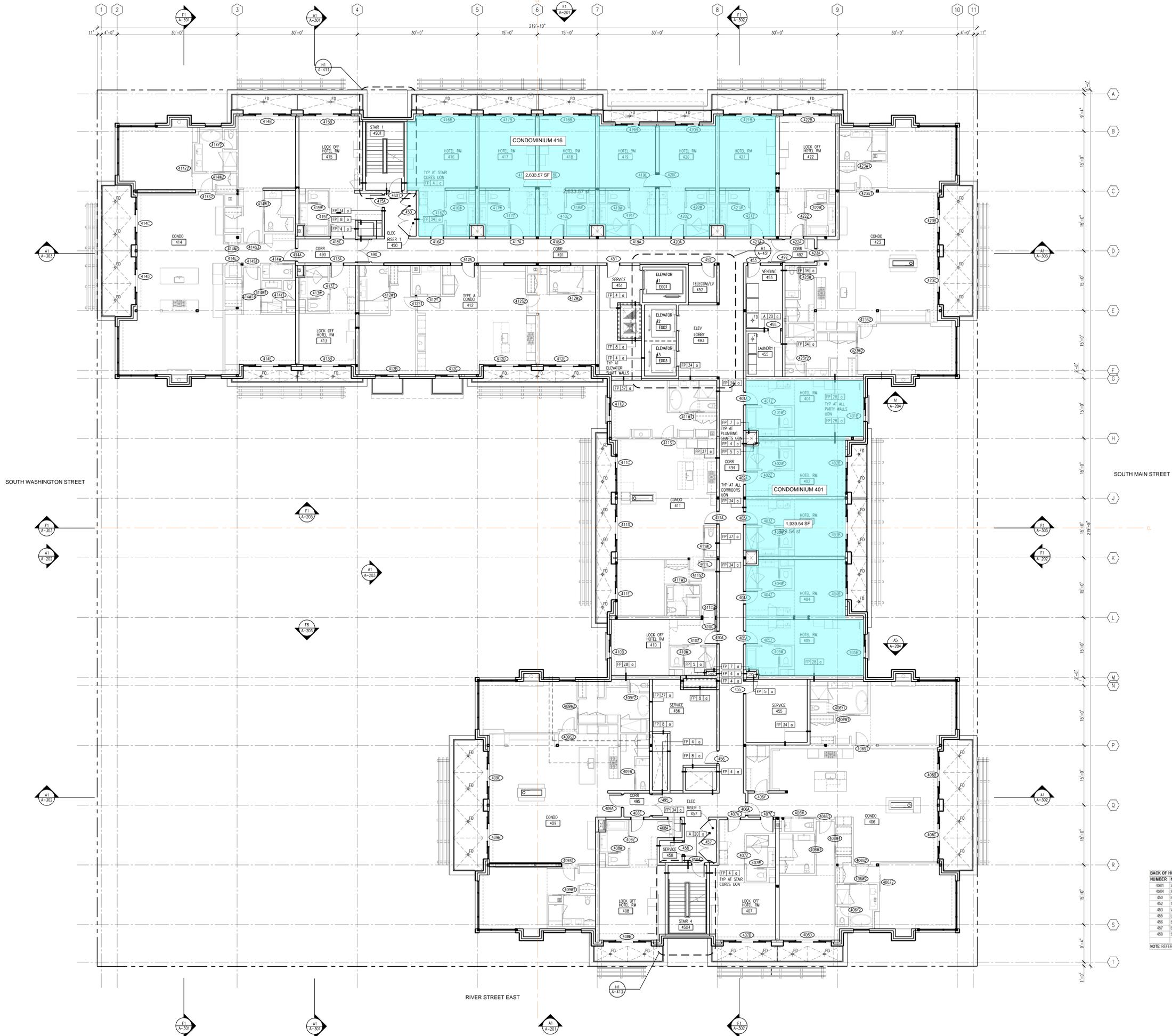


FIRST STREET EAST



BACK OF HOUSE FINISH LEGEND - LEVEL 4

| NUMBER | NAME | FLOOR | BASE | WALLS | CEILING | REMARKS |
|--------|-----------------|-------|------|-------|---------|-----------------------------|
| 4501 | STAIR 1 | SC100 | B100 | PT100 | PT100 | PT100 FOR METAL FABRICATION |
| 4504 | STAIR 4 | SC100 | B100 | PT100 | PT100 | PT100 FOR METAL FABRICATION |
| 450 | ELEC-RISER 1 | SC100 | B100 | PT100 | PT100 | PT100 |
| 452 | ELEC-TELECOM LV | SC100 | B100 | PT100 | PT100 | PT100 |
| 453 | VENDING | RF101 | B100 | PT100 | ACP100 | PT100 |
| 455 | LAUNDRY | RF101 | B100 | PT100 | ACP100 | PT100 FOR MILLWORK |
| 456 | SERVICE | SC100 | B100 | PT100 | PT100 | PT100 |
| 457 | ELEC-RISER 1 | SC100 | B100 | PT100 | PT100 | PT100 |
| 458 | SERVICE | SC100 | B100 | PT100 | PT100 | PT100 |

NOTE: REFER TO SHEET A401 FOR FINISH SCHEDULE.

NOTES:

- FOR TYPICAL HOTEL ROOM WALL TYPES, SEE HOTEL ROOM 401.
- FOR LOCATION OF SHEER WALLS, SEE STRUCTURAL.
- HOTEL ROOM INTERIORS SHOWN FOR REFERENCE ONLY. REFER INTERIORS SHEETS.
- PROVIDE NEGATIVE PRESSURE AND HARD LID CEILING IN LAUNDRY RM 455.

A1 LEVEL 4 FLOOR PLAN
1/8"=1'-0"

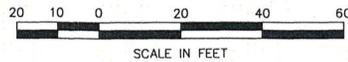
SCALE: 1/8"=1'-0"
TRUE NORTH PLAN NORTH

| Limelight Square Footage Calculation | | | | Rounded | |
|--------------------------------------|--|--------------------|--------------------|------------------------------|--|
| A | Existing Total Building Floor Area (S.F.) | | 141,547.00 Sq. Ft. | | |
| B | Existing Total Hotel Floor Area | | 110,811.00 Sq. Ft. | | |
| C | Percent of Building Area Required as Hotel | | 75.0% | | |
| D | Percent of Building Area Defined as Hotel | $B \div A$ | 78.3% | | |
| E | Permitted Non-Hotel (i.e. Residential) Floor Area | $25\% \times A$ | 35,386.75 Sq. Ft. | 35,387.00 Sq. Ft. | |
| F | Existing Residential Floor Area (excludes lock-off hotel rooms) | | 30,736.00 Sq. Ft. | | |
| G | Remaining Permitted Residential Floor Area (Method 1) | $E - F$ | 4,650.75 Sq. Ft. | 4,651.00 Sq. Ft. | |
| H | Remaining Permitted Residential Floor Area (Method 2) | $(D - C) \times A$ | 4,650.75 Sq. Ft. | 4,651.00 Sq. Ft. | |
| I | Existing Hotel Rooms Proposed to be Converted into Residential Condo 401 | | | 401, 402, 403, 404, 405 | |
| J | Existing Hotel Rooms Proposed to be Converted into Residential Condo 416 | | | 416, 417, 418, 419, 420, 421 | |
| K | Proposed Residential Condominium 401 Floor Area | | 1,939.54 Sq. Ft. | 1,940.00 Sq. Ft. | |
| L | Proposed Residential Condominium 416 Floor Area | | 2,633.57 Sq. Ft. | 2,634.00 Sq. Ft. | |
| M | Proposed Residential Floor Area Total | $K + L$ | 4,573.11 Sq. Ft. | 4,573.00 Sq. Ft. | |

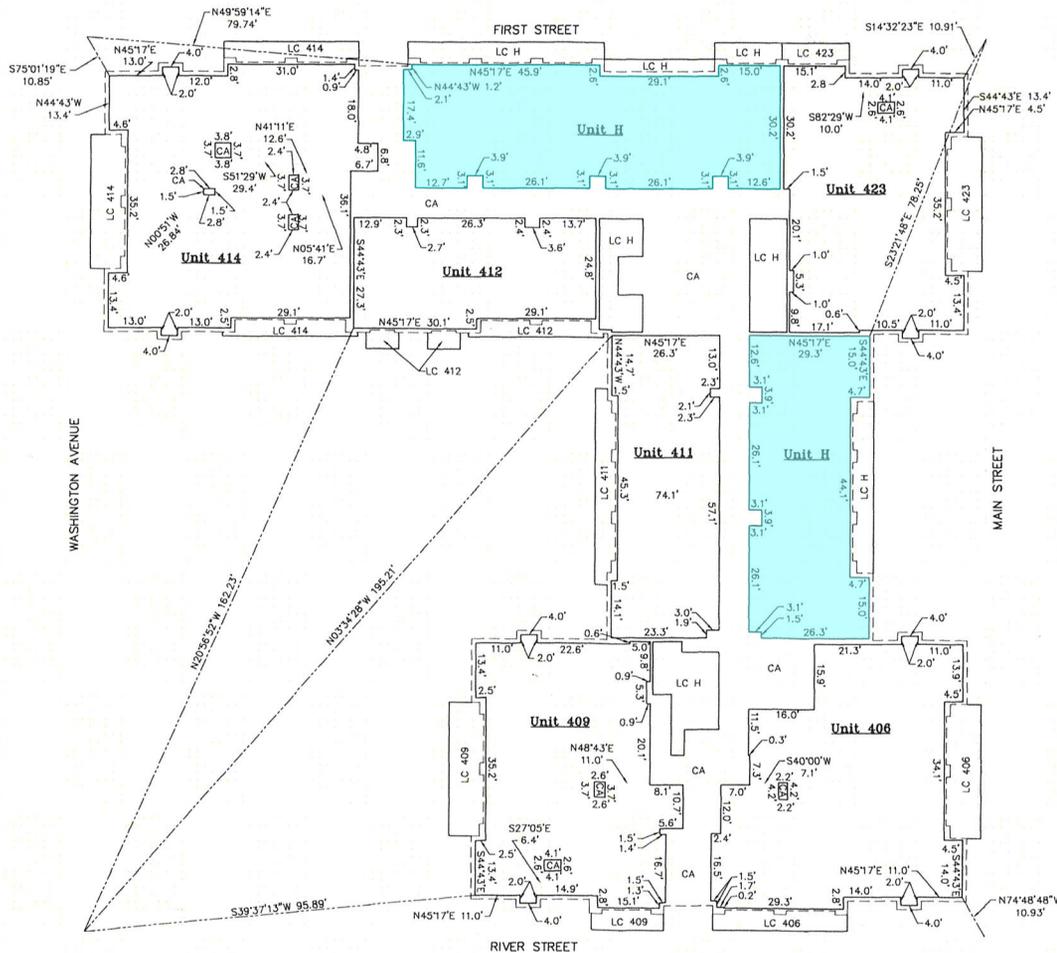
| Limelight Parking Requirements | | | | Rounded | |
|--------------------------------|--|------------------------------------|-------------------|---------|--|
| A | Existing Commercial Space Floor Area (S.F.) | | 10,819.00 Sq. Ft. | | |
| B | Commercial Space Parking Requirement (Number of Spaces) - 2 per 1,000 S.F. | $A \div (1,000 \text{ SF} \div 2)$ | 21.64 | 22.00 | |
| C | Existing Residential Floor Area (net) | | 30,736.00 Sq. Ft. | | |
| D | Proposed Residential Floor Area (net) | | 4,573.00 Sq. Ft. | | |
| E | Existing Residential Parking Requirement (Number of Spaces) - 1 per 1,500 S.F. | $C \div 1,500$ | 20.49 | 20.50 | |
| F | Proposed Residential Parking Requirement (No. of Spaces) - 1 per 1,500 S.F. | $(C+D) \div 1,500$ | 3.05 | | |
| G | Total Residential Parking Requirement (No. of Spaces) | $E + F$ | 23.54 | 24.00 | |
| H | Existing Number of Hotel Rooms/Lock-Out Units | | 108.00 | | |
| I | Proposed Number of Hotel Rooms/Lock-Out Units | $H - 11$ | 97.00 | | |
| J | Existing Hotel Parking Requirement (No. of Spaces) - .75 per Room | $H \times .75$ | 81.00 | | |
| K | Proposed Hotel Parking Requirement (No. of Spaces) - .75 per Room | $I \times .75$ | 72.75 | 73.00 | |
| L | Total Existing Parking Spaces* Actual number is 108 + 12=120 | $B + E + J$ | 123.13 | 124.00 | |
| M | Total Parking Space Requirement based on Proposed Changes | $B + G + K$ | 117.93 | 118.00 | |
| N | Existing Parking Spaces in Excess of Requirement* 120-118=2 | $L - M$ | 5.20 | 5.00 | |

151 SOUTH MAIN HOTEL & RESIDENCES AMENDED

FOURTH FLOOR UNIT LAYOUT



SCALE: 1" = 20'



LEGEND

- Property Boundary
- - - Building Outline
- Unit Outline
- - - Unit Tie
- Common Area
- 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 INTERIOR 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.
9. THIS PLAT IS BEING RECORDED TO AMEND LIMITED COMMON PARKING AND STORAGE AREAS ON THE BASEMENT LEVEL (SHEET 2) ONLY. SHEETS 1 AND 3-7 ARE BEING SHOWN FOR CLARIFICATION AND REFERENCE ONLY.

FOURTH FLOOR LEVEL

Scale: 1" = 20'

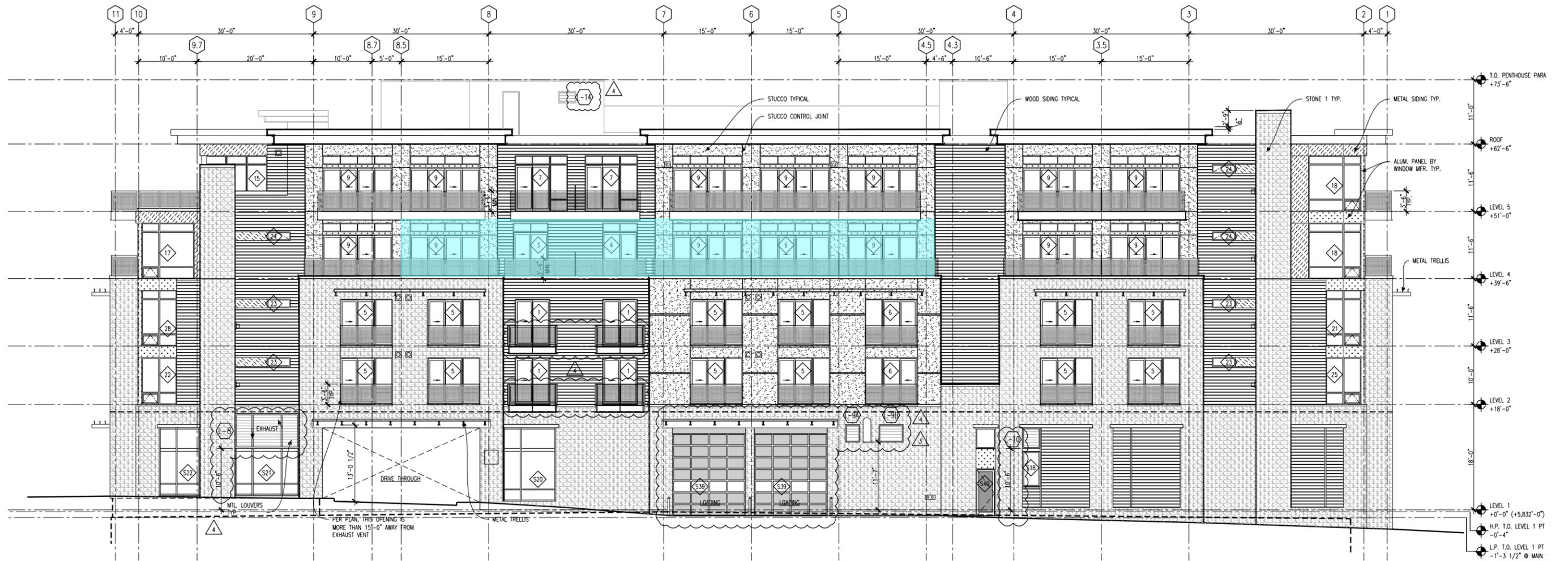
THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE FOURTH FLOOR IS 5871.5'
THE CEILING ELEVATION OF THE UNITS ON THE FOURTH FLOOR IS 5880.0'



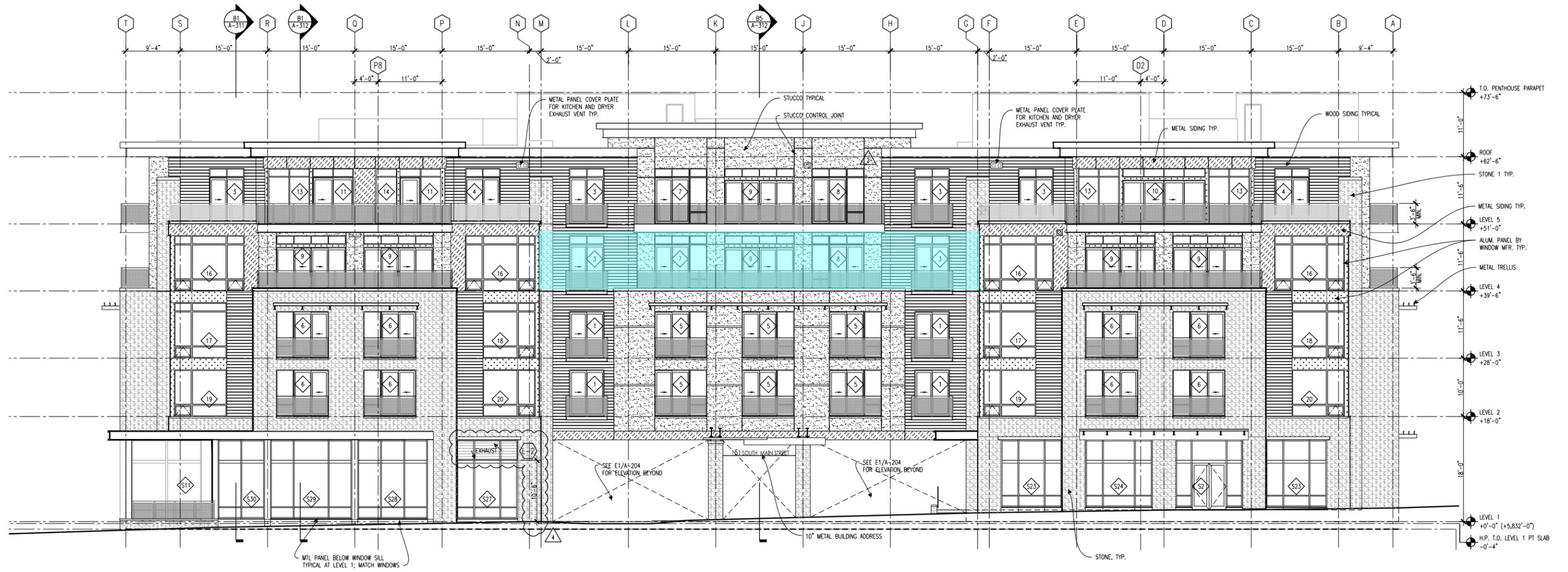
151 SOUTH MAIN HOTEL &
RESIDENCES AMENDED
GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 6 OF 8
Job# 5633-06

MARK E. PHILLIPS, L.S. 16670



F1 NORTH ELEVATION – FIRST STREET
1/8"=1'-0"



F1 EAST ELEVATION - MAIN STREET
1/8"=1'-0"

Exhibit A

| | | |
|------------------------|---|-------------------------------|
| |) | |
| IN RE: |) | |
| Bald Mountain Lodge |) | KETCHUM CITY COUNCIL |
| Conditional Use Permit |) | FINDINGS OF FACT, CONCLUSIONS |
| (PUD) Amendment |) | OF LAW AND DECISION |
| |) | |
| File Number: 07-015 |) | |

BACKGROUND FACTS

PROJECT: Bald Mountain Lodge Planned Unit Development (PUD) Amendment

FILE NUMBER: 07-015

OWNER: Bald Mountain Lodge LLC, verified March 1, 2013

REQUEST: Amendment to Conditional Use Permit for a Planned Unit Development (PUD)

NOTICE: Mailing: All property owners within 300 feet of subject property were mailed on Wednesday, March 27, 2013, a notice of the public hearing to be held on April 15, 2013;
Publish: The public hearing notice was advertised in Idaho Mountain Express on Friday, March 29, 2013; and
Post: The public hearing notice was posted on the subject property on Monday, April 8, 2013.

LOCATION: Ketchum Townsite Amended Lot 1A, Block 20 (151 South Main Street)

COMP PLAN LAND USE DESIGNATION:
Current: Community Core
Proposed: No change proposed.

ZONING: Community Core (CC), Subdistrict A, Retail Core

LOT SIZE: 48,351 sf

PROJECT TOTAL SQUARE FOOTAGE: 231,400 sf (including sub-grade garage) (no change)

OVERLAY: None

REVIEWERS: Rebecca F. Bundy, Associate Planner, and
Lisa Horowitz, Community and Economic Development

GENERAL FINDINGS OF FACT

The Planning and Zoning Commission considered this proposed PUD Amendment at their March 11, 2013 meeting and recommended approval to the Council, with conditions as noted in this staff report. Findings of Fact were signed on March 25, 2013.

On November 5, 2012, the City Council considered a request by Bald Mountain Lodge, LLC for a second extension of their Development Agreement. As a condition of that extension, the developer agreed to change the original fourth floor design from condominium units to hotel guest rooms. This current application is for modification of the approved PUD for the project, to reflect this change. The change from residential to hotel use on the fourth floor results in some minor changes to the following PUD requirements:

- Parking
- Employee housing
- Satisfaction of definition of "hotel"
- Traffic impact.

Staff noted a discrepancy in the number of residential units on the fifth floor between the letter from HMI, the narrative from Jim Garrison, the PUD Findings and the Development Agreement. The applicant addressed this at the meeting and it was determined that the final number is eleven (11). This discrepancy does not affect the fourth floor changes in question and does not have implications on the analysis below. It also does not change the parking analysis, since parking for residential uses is calculated by area, not number of units.

There are no proposed changes to the exterior of the building or to the site improvements, so there is no change to many of the already approved PUD standards. These are noted with N/A on the left margin. Since there are no exterior changes to the project, there are no Design Review modifications to consider at this time.

The Bald Mountain Lodge Planned Unit Development (PUD) was approved by the City Council on June 7, 2010. The PUD was subject to the adoption of a development agreement, which contractually binds the parties to the Conditions of Approval developed by the Council for the project. The Development Agreement is approved only by the Council, and is not subject to Planning Commission review. The Council adopted the Development Agreement on September 17, 2010.

At the October 17, 2011 City Council meeting, Highmark LLC requested an extension to the 2010 Development Agreement to roll all the dates forward by one year. After lengthy discussion, this change was approved by the Council, with the inclusion of language regarding property maintenance.

In November 2012, Highmark LLC, on behalf of Bald Mountain Lodge LLC, requested a second extension to the deadline regarding the application for a building permit outlined in Section 8 of the Amended Development Agreement. Section 8 provides for a full waiver of employee and community housing requirements if the applicant applies for a building permit by December 31, 2012 (along with several other trigger dates). This change would necessitate a change to all of the other deadlines in Section 8; each date would be rolled forward one year. The letter indicates that if the Council is

willing to extend the Amended Development Agreement deadlines for an additional year, the applicant will apply for a modification to the PUD and Development Agreement to convert the fourth floor of the building from condominium units to hotel units. The Council agreed in concept, and directed the applicant to begin the PUD modification process.

1. PLANNED UNIT DEVELOPMENT BACKGROUND:

The Commission and Council reviewed the seventeen evaluation standards found in the City's Planned Unit Development (PUD) Ordinance, Chapter 16.08.080, Ketchum Subdivision Ordinance. The Planning and Zoning Commission is a recommending body to the City Council for PUD's. The PUD Ordinance permits the following:

"Modification or waiver from certain standard zoning and subdivision requirements may be permitted subject to such conditions, limitations and/or additional development standards pursuant to Section 13 of this Ordinance as the City Council may prescribe to mitigate adverse impact of the proposal, or to further the land use policies of the City, or to ensure that the benefits derived from the project justify a departure from such regulations."

The PUD Ordinance states that waivers may be granted by the Council on a case-by-case basis. Application for waivers or deferrals must be in writing and submitted as part of the PUD application. The PUD Ordinance requires that:

"Such application for waiver or deferral must state with particularity the matters on which the applicant seeks waiver or deferral and the waiver or deferral would not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area."

Several Waivers have been requested by the applicant and approved by the City Council. See Item 7, Table 5 below for a detailed table of the waiver requests.

2. STANDARDS OF REVIEW:

The Planned Unit Development Ordinance, Chapter 16.08.080 establishes seventeen (17) standards of evaluation. The Planning and Zoning Staff analyzed the BML PUD application dated September 22, 2009, as well as other supplemental documents, in relation to the City's land use policies and ordinances, the 2001 Comprehensive Plan, 2006 Downtown Master Plan and 2008 Gateway Study (Winter & Associates) in preparing its report for the public hearing conducted April 8-9, 2010, April 19, 2010, May 4, 2010 and May 17, 2010.

3. PROCESS:

The applicant has the following approvals:

Planned Unit Development (PUD) Conditional Use Permit: approved June 7, 2010

Design Review Approval: approved, with Findings of Fact signed March 22, 2010
 Development Agreement Approval: September 17, 2010
 First Amendment to the Development Agreement: November 7, 2011

The Planning and Zoning Commission makes recommendations on the PUD to the City Council. The City Council approves the Development Agreement. The Planning and Zoning Commission approves Design Review.

4. CONDITIONS OF APPROVAL:

The PUD Ordinance outlines a list of conditions which may be imposed by the Council to mitigate adverse impact of the proposal, or to further the land use policies of the City, or to ensure that the benefits derived from the project justify a departure from standard regulations. Conditions are not limited to those itemized in the PUD Ordinance. Only the City Council is empowered to grant modifications or waivers from standard zoning and subdivision requirements. These findings contain a few small changes to the originally adopted Conditions of Approval, based on this application.

5. BALD MOUNTAIN LODGE PUD OVERVIEW AND SQUARE FOOTAGE BREAKDOWN

The proposed project is described by the applicant as a four-star hotel. The original proposal contained the following "hotel" components: 82 guest suites, 9 Lock-off units, reception and lobby area, full service restaurant and bar, day spa, hotel-related retail space, conference/ballroom facilities, outdoor terrace and swimming pool, activities center and underground parking garage. The proposed conference capacity is 250-275. The conference center, day spa, restaurant and bar will be open to the general public as well as hotel guest. The 4th & 5th floors of the development will house twenty six (26) residential condominium units. Lock-Off units are shown on the 4th floor under Lock-Off Option A which is on record with the City of Ketchum. The following table is a summary of the project's area square footages by level/floor:

The current amended proposal converts the entire fourth floor from residential units to hotel rooms, resulting in a total of one hundred nineteen (119) guest rooms and eleven (11) residential units on the fifth floor.

**Table 1: Bald Mountain Lodge Square Footage
 Square Footage Summary**

| | | |
|----------------------|---|-----------|
| Lot Size | 219 ft x 219 ft | 48,351 sf |
| Parking Level 2(P-2) | Underground parking/ BOH/Hotel Support Services | 48,306 sf |
| Parking Level 1(P-1) | Underground parking/BOH/ Spa/Ballroom | 48,306 sf |
| First Floor | Retail/Lobbies/Spa/Activity Center | 28,461 sf |
| Second Floor | Hotel Guest Rooms | 29,711 sf |

| | | |
|---|---|-------------------|
| Third Floor | Hotel Guest Rooms | 29,711 sf |
| Fourth Floor | Hotel Guest Rooms | 25,006 sf |
| Fifth Floor | Residential condominiums Hotel Related Area (731 sf) | 22,384 sf |
| TOTAL BUILDING AREA | | 231,885 sf |
| TOTAL SUB GRADE/PARKING AREA | | 96,612 sf |
| TOTAL GROSS FLOOR AREA ABOVE GRADE | | 134,800 sf |

Table 2. Detailed Square Footage and Use Breakdown by Level:

P2 (below grade)

| USE | SQUARE FOOTAGE |
|---------------------|----------------|
| Hotel Related | 17,129 |
| Parking (51 stalls) | 31,177 |
| Total | 48,306 |

P1 (below grade)

| USE | SQUARE FOOTAGE |
|------------------------|-------------------------|
| Spa | 3,621 |
| Ballroom | 2,420 |
| Pre-function | 2,407 |
| Back of House | 4,528 |
| Multi-Use | 1,388 |
| Conference | 609 |
| Bathrooms | 636 |
| Courtyard – 2,916 sf | (Not included in total) |
| Mechanical | 773 |
| Total Hotel Use | 16,460 |
| Parking(65 stalls) | 31,846 |
| Total | 48,306 |

*96,612 square feet below grade square footage (P1 + P2);

Level 1 (ground)

| USE | SQUARE FOOTAGE |
|---------------|----------------|
| Retail | 2,614 |
| Restaurant | 7,006 |
| Café | 735 |
| Activity Room | 4,726 |
| Spa | 1,885 |
| Fitness | 819 |
| Lockers | 432 |
| Office | 217 |
| Great Room | 5,660 |
| Bathrooms | 611 |

| | |
|--------------|---------------|
| Loading | 2,530 |
| Circulation | 1,427 |
| Total | 28,461 |

*Outdoor Level 1 Pool/Deck area: +/- 5,500 sq.ft.

Level 2

| USE | SQUARE FOOTAGE |
|-----------------|----------------|
| Hotel (41 keys) | 29,711 |
| Total | 29,711 |

Level 3

| USE | SQUARE FOOTAGE |
|-----------------|----------------|
| Hotel (41 keys) | 29,711 |
| Total | 29,711 |

*59,000 gross square footage for hotel use (L2 + L3) and 82 total hot beds/keys

Level 4

| USE | SQUARE FOOTAGE |
|------------------------|----------------|
| Residential (26 units) | 23,369 |
| Hotel Uses (support) | 1,637 |
| Hotel Uses (Lock-Offs) | 3,538 |
| Total | 25,006 |

Level 5

| USE | SQUARE FOOTAGE |
|-----------------------|----------------|
| Residential (8 units) | 22,384 |
| Total | 22,384 |

Floor Area Summary:

Existing: None

Proposed: 231,885 (including sub-grade garage)
168,862 (not including sub-grade parking space)

Lot Area: 48,351 sf

Floor Area Ratio:

Permitted: Community Core regulations do not limit FAR's for 4 and 5 story hotels

Proposed: 2.8

5. HOTEL DEFINITION

Ketchum's hotel "matrix" for Bald Mountain Lodge is shown below (The number for total square footage of Guest Rooms has been revised since the staff report to include the area of the former lock off units, and the lock-off area has been removed from the BOH area. This does not change the total "Hotel" area or the "Hotel" percentage.):

Exhibit C
PUD Findings

- June 7, 2010
- May 6, 2015

13

Table 3: BALD MOUNTAIN LODGE MATRIX/HOTEL DEFINITION

| HOTEL CONFIGURATION | BML-2010 Approved | BML-2013 Proposed |
|---|----------------------|----------------------|
| Guest Rooms | 82 | 119 |
| Sq Ft | 59,422 | 86,329 |
| Dedicated Units –Lock-Out Units | 9 | N/A |
| Sq Ft | 3,538 | N/A |
| Hotel Key Count | 91 | 119 |
| BOH/Lobbies/Hotel Related Uses Sq Ft (P1,P2,Level 1*) | 63,687 | 60,149 |
| TTL "Hotel" sq ft (per definition) | 126,647 | 146,478 |
| Permitted "Non-Hotel" sq ft (25%) | 42,215.5 | 22,384 |
| Proposed Residential Units (4th & 5th Floors minus lock-off units) | 26 | 8 |
| Sq Ft | 42,215 | 22,384 |
| TTL Bldg Sq Ft (includes sub-grade hotel-uses) | 168,862 | 168,862 |
| Pct of Building Area defined as "Hotel" | 75 % | 86.7% |
| Residential sq ft over allowable per definition | 0 | 0 |

*included Level 4 lock-out units in the 2010 calculations

Table 4: HOTEL DEFINITION

| COMPONENT | PZ 4/23/09 | PZ 7/13/09 | PZ 12/2- 3/09 | CC 5/17/10 | PZ 3/11/13 |
|--------------------------|---------------|---------------|------------------|---------------|---------------|
| Total Gross Floor Area | | | 168,539 | 168,862 | 168,862 |
| Hotel Floor Area | 122,031 | 126,931 | 125,389 | 126,647 | 146,478 |
| % of Building Floor Area | 71% | 73.5% | 74.4% | 75% | 86.7% |
| Residential Floor Area | 50,005 | 45,608 | 43,890 | 42,215 | 22,384 |
| % of Building Floor Area | 29% | 26.5% | 25.6% | 25% | 13.3% |

Supplemental Analysis: Applicant agreed at the December 3, 2009 Planning and Zoning Public Hearing that the project would comply with Ketchum's "hotel" definition by adjusting/increasing the final lock-off unit configuration, which was included in the above "hotel" definition calculation. Also included is a hotel-support area on the 4th floor. Such an allowance was permitted, provided non-hotel (residential units) square footage were dedicated/included within the nightly rental pool of units as allowed within Ketchum's Hotel Definition. The applicant previously committed to dedicated 3,538 square feet on the fourth floor as hotel lock off units, equating to 9 hotel units. The current

proposal reconfigures the entire 4th floor as hotel rooms, for an increase of 19,831 sq. ft. of hotel uses. Lock-offs are no longer part of this proposal.

7. WAIVER REQUESTS WITH FINDINGS:

Modifications or waivers from certain standard zoning and subdivision requirements are permitted within the PUD process. The following table sets forth the applicant’s request and the corresponding findings by the Council.

Table 5: Waiver Requests, Bald Mountain Lodge

| Code Section Zoning Ord. | Requirement | Waiver | Finding |
|--|---|---|---|
| Subdivision Ordinance: 16.08.080(A)(1) | Minimum lot size of three acres | Lot is 0.92 acres | Waiver specifically permitted for hotels - Approved |
| Conditional Use Permits: 17.116.080 | 12 month Term of CUP Approval | 4 year term of CUP approval with incentives for accelerated schedule | The size and inherent complexity of the project warrants such a timeline. In addition, this is similar to timelines established for similar projects. - Approved <u>Note: One-year extension of all time lines is being requested at this time.</u> |
| Community Core: 17.64.010.L: Use Specifications | G. Private outdoor space: All residential uses shall have a private outdoor space (such as a deck, balcony, or private porch). The area of each private outdoor space shall be at least 50 square feet, with no dimension less than 6 feet. | On 4 th and 5 th floor residential units, decks have dimensions less than 6 ft. | Residential units have substantial outdoor spaces and waiver will not diminish their use of appearance. - Approved |

| | | | |
|---|--|--|--|
| <p>Community Core: 17.64.010.L: Site Specifications</p> | <p>D. Building zone: 60 to 100 percent of this area shall be occupied by 1 or more buildings. 1. The minimum building depth shall be 50 feet as measured from the front and rear property line, except a portion of the building may be built anywhere within 30 feet of the front property line.</p> | <p>Rear Building Zone along Washington Avenue – 36% of this zone is building; 60% is required *not including outdoor terrace area as building</p> | <p>This portion of the site is adjacent to the Forest Service park and less building mass is appropriate. In addition, the Gateway Mass and Scale Study recommend receding this corner in order to maximize views of Bald Mountain. - Approved</p> |
| <p>Community Core: 17.64.010.L: Mass and Height Specifications</p> | <p>D.2. On streets and avenues the fourth floor and fifth floor shall be set back from the property line a minimum of 10 feet with an average of 15 feet. The average setback shall be calculated based on the built portion of the fourth and fifth floor facades and shall be calculated for each street or avenue elevation; the calculation of the average setback is not cumulative. In addition to the minimum and average setback requirement from the property line, the fourth and fifth floors shall be set back a minimum of 5 feet from the wall of the third floor.</p> | <p>4th and 5th floors do not meet 10 ft minimum setback on each street elevation. Average setback of 15 ft not met on 1st Street on 4th and 5th floors.</p> | <p>Overall massing of building and large setbacks along Main Street, River Street and Washington Ave reduce overall impacts of 4th and 5th floors. Said waiver will have minimal impacts on overall mass of 4th and 5th floors. In addition, the project has received design review approval from the Planning and Zoning Commission. - Approved</p> |
| <p>Community Core: 17.64.010.L: Façade Elements</p> | <p>A. Awnings/marqueses may project 3 feet to 6 feet from the facade. At major pedestrian entrances to the hotel, marqueses may extend between 6 feet and up to $\frac{2}{3}$ the distance between the front facade and the curb line of the sidewalk. Supporting posts are permitted at these entrances.</p> | <p>Marqueses extend 7.5 to 12 feet from all four building facades at multiple locations. Only main entrances to the hotel may extend beyond 6 feet.</p> | <p>Larger marqueses are appropriate for a large hotel building. - Approved</p> |
| <p>Community Core: 17.64.010.L: Mass and Height Specifications</p> | <p>B. Upper floor ceiling heights: 8 feet minimum and up to 80 percent of the height of first floor ceiling.</p> | <p>5th floor ceiling height exceeds 80% of the height of the first floor ceiling height</p> | <p>Required sloped roof design warrants larger ceiling height on 5th floor. - Approved</p> |

| | | | |
|---|--|--|--|
| Community Core: 17.64.010.I: Hotels – Employee Housing | 3-5. Applicant is required to provide housing for 25% of the total number of employees calculated per hotel room or bedroom. | Full waiver of requirement/Partial Waiver of requirement. See condition #3 of the conditions of approval for complete waiver and timeline incentives | Project incentivized to begin construction with two years. - Approved |
|---|--|--|--|

ATTACHMENTS to the April 15, 2013 Staff Report:

- Attachment A: Letter from HMI, dated January 15, 2013, including fourth floor plans, original and current proposal
- Attachment B: Applicant narrative outlining proposed changes, dated March 11, 2013
- Attachment C: Planning and Zoning Commission, PUD Amendment Findings of Fact, signed March 25, 2013
- Attachment D: Bald Mountain Lodge Traffic Impact Update, LSC Transportation Consultants, Inc., dated March 4, 2013 (Earlier traffic studies available at the Planning Division offices.)
- Attachment E: First Amendment to the Bald Mountain Lodge Development Agreement, dated November 7, 2011
- Attachment F: Original Bald Mountain Lodge Development Agreement, dated September 17, 2010
- Attachment G: City Council PUD Findings of Fact, signed June 7, 2010
- Attachment H: Comments

ZONING CODE REQUIREMENTS

17.64 Community Core Zoning District

PROPOSED SETBACKS: No change in PUD amendment request.

REQUIRED SETBACKS: No change in PUD amendment request.

BUILDING HEIGHT: No change in PUD amendment request.

CURB CUT: No change in PUD amendment request.

PARKING SPACES:

Required parking spaces are pursuant to 17.64.010.E. See table below:

Table 6: Required Parking

| | | |
|---|------------------|--|
| Parking Requirements: | | |
| Commercial Space: | 13,120 sf | 2 per 1,000 sq. ft. = 26 spaces |
| Residential (net) | <u>16,725 sf</u> | 1 per 1,500 sq. ft. = <u>11 spaces</u> |
| Hotel: | <u>119 units</u> | .75 per Room = <u>89 spaces</u> |
| Total Spaces Required: <u>126 spaces</u> | | |
| Proposed: | | |
| Garage: | 116 spaces | On Street Credit*: 9 spaces |
| Total Spaces Proposed: 125 spaces | | |
| Net New Parking Spaces Required: <u>1 space*</u> | | |

* Section 17.64.010.E.3 of the Community Core District zoning regulations states that: *Four (4) on street parking spaces per five thousand five hundred (5,500) square feet of lot area may be counted toward the required parking demand.*

This would result in an on street parking credit of 35 spaces. However, between Pre-application Design Review and the original Design Review/PUD submittal, Staff and the Applicant negotiated a parking credit of 9 on street spaces, due to vehicular access requirements, desired pedestrian bulb-outs at intersections and other considerations.

Per the original Findings of Fact: "Sidewalk plan and surface parking configuration TBD with City Engineer, planning staff and final City Council approval (see condition #7). A net loss of surface parking spaces is anticipated. Project is credited with additional 9 surface parking spaces for determining parking compliance."

The current project proposal project will require one (1) additional parking space. The Applicant has indicated that, at building permit submittal, the underground parking garage design will be refined to accommodate one (1) or more additional parking spaces. The conversion of the fourth floor from residential to hotel use eliminates the need for a number of storage units on the second level of the parking garage. These may be converted to parking spaces. In addition, some structural refinements may result in additional parking spaces in the garage. This zoning criteria has been satisfied with a new condition that:

- At building permit submittal, plans, showing that the parking requirements of Table 6 have been met, shall be submitted to the Design Review Subcommittee for review and approval. If the requirements of Table 6 cannot be met, prior to the issuance of a building permit, the Applicant shall pay the City the current parking in lieu fee for any parking deficit.

17.64.010.I Hotel Uses

N/A I. Hotel Uses:

1. Transfer Of Development Rights: Hotels may build a fourth floor anywhere in designated receiving areas, as may be adopted by the city council, without purchase of transfer of development rights. If a site meets the criteria for five-story hotel site designation, the fifth floor may be built without the purchase of transfer of development rights. Five-story hotels may only be approved via a planned unit development (PUD) as outlined in chapter 16.08 of this code. However, with the exception of limited architectural elements, hotel projects may not request waivers to the height and bulk requirements of subsection L1f of this section, building type 6 hotel.

Findings/Conclusion: There are no changes to the approved hotel of five stories in height and within Sub-District A of the Community Core Zoning District. The site meets the criteria for a Five-Story Hotel Site Designation. The applicant received CUP PUD and Design Review approval. No exceptions to the current height limit for a five story hotel are proposed. No changes to this standard of review.

YES a. Five-Story Hotel Site Designation Criteria: A property shall meet all of the following criteria to be designated as a five-story hotel site:

Commission Recommendation:

- (1) Is located in Subdistrict A, retail core. Yes**
- (2) Is highly visible to visitors. Yes**
- (3) Is convenient to walk to retail center. Yes**
- (4) Is near the center town plaza, Main Street and Sun Valley Road. Yes**
- (5) Contributes to the retail vibrancy. Yes**
- (6) Is not located on Main Street between First Street and Sixth Street. Yes**
- (7) Has a minimum lot area of thirty three thousand (33,000) square feet. Yes**
- (8) Respects the general parameters of any massing studies which may be applicable in the area. Yes – See Massing Study Analysis**

N/A 2. Designated Sending Areas Restricted: Without exception, hotels cannot build fourth or fifth floors in designated sending areas, as may be adopted by the city council.

Findings/Conclusion: The proposed hotel project and property is not a designated sending area.

YES 3. Employee Housing: Hotel developments are required to mitigate employee housing impacts at a ratio of twenty five percent (25%) of the total number of employees calculated by the following formula: One employee per hotel room or bedroom. A development agreement or other similar tool shall be utilized to outline employee housing commitments.

Findings/Conclusion: The applicant did not submit an Employee Housing Plan in 2010. Employee housing calculations are based on a formula of one employee per hotel room. Based on the increase in the number of hotel rooms, the employee housing requirement increases as follows:

BML-2010 Approved: 23 employees required to be housed

BML-2013 Proposed 30 employees must be housed

The Council approved a waiver to this requirement structured through a construction timeline (see Condition #2 of these Findings of Fact, PUD Conditions of Approval and see Development Agreements). The waiving of the employee housing timed to a timeline was considered to be a major incentive by the Council. The applicant would be required to meet the entirety of this requirement if the construction timelines outlined in the Development Agreements are not met. The applicant has been granted a one-year extension to the timeline, and is requesting an additional year as part of this application.

YES 4. Employee Housing Plan: The applicant shall provide an employee housing plan which outlines the number of employees, income categories and other pertinent data. The employee housing plan shall be the basis of the applicant's proposal for the mix of employee housing which addresses the range of employees needed to serve the hotel.

Findings/Conclusion: No detailed employee housing plan was required by the City at the time the PUD and Development Agreements were approved. The Council approved a waiver to this requirement structured through a construction timeline. This is outlined in detail in the Development Agreements. The applicant would be required to meet the entirety of this requirement if the construction timelines are not met.

YES 5. Alternate Means To Satisfy Square Footage: The city council may consider a request by the hotel developer to satisfy any required employee or community housing square footage by alternate means. Off site mitigation, payment of in lieu fees, land in lieu of units, or other considerations may be proposed by the hotel developer. Larger sites are encouraged to include employee and/or community housing on site. The city council has full discretionary power to deny said request.

Findings/Conclusion: No employee housing plan was submitted. The Council has approved a waiver to this requirement structured through a construction timeline. Under Timeline A the applicant will receive a full waiver of the employee housing requirement. Under Timeline B the applicant will receive a partial waiver of the employee housing requirement, with the remainder satisfied via real estate transfer means of other means approved by the Council. Under Timeline C the applicant will be required to provide for the full employee housing requirement.

YES 6. **Development Agreement:** Hotels shall enter into a development agreement with the city as part of the PUD approval process. Said development agreement may address the following subjects: community housing, hotel room uses and restrictions, public access on the property, alternatives and remedies if the hotel use ceases, and any other issue the planning and zoning commission or city council deems appropriate. Said development agreement shall follow the public hearing process as outlined in chapter 16.08 of this code. Said development agreement shall be subject to sections 17.154.060, "Enforcement", and 17.154.070, "Modification And Termination", of this title.

Findings/Conclusion: A Development Agreement was adopted by Council, dated September 17, 2010, and one amendment to the Development Agreement has also been adopted, dated November 7, 2011.

PUD EVALUATION STANDARDS

16.08.080(A) STANDARDS:

N/A 1. **Minimum lot size of three acres.** All land within the development shall be contiguous except for intervening waterways. Parcels that are not contiguous due to intervening streets are discouraged. However, the Commission and the council may consider lands that include intervening streets on a case by case basis. The commission may recommend waiver or deferral of the minimum lot size and the council may grant said waiver or deferral only for projects which:

- a. Include a minimum of thirty (30) percent of community or employee housing, as defined in Section 16.08.030;
- b. Guarantee the use, rental prices, or maximum resale prices thereof based upon a method proposed by the applicant and approved by the Blaine County housing authority and/or the Ketchum city council; and,
- c. Are on parcels that are no less than one and one-half acres (sixty-five thousand three hundred forty [65,340] square feet). Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost, or resale cost thereof; or,
- d. For a hotel which meets the definition of hotel in Chapter 17.08, Definitions, and conforms to all other requirements of Chapter 17.64, Community Core District. Modifications or waivers from the provision of Chapter 17.64 may be granted for hotel uses only as outlined in Chapter 17.64.010(H)(c).

Findings: A waiver to the minimum three acre parcel size was granted in 2009. The existing proposal meets the definition of hotel and will provide employee housing as outlined in the Development Agreement. The PUD amendment request does not change any of the original waiver requests.

Conclusion: This standard does not apply at this time.

N/A 2. **That the proposed project will not be detrimental to the present and permitted uses of surrounding areas.**

Findings: There are no changes proposed to the exterior of the building or to any exterior improvements. Any resultant parking or traffic changes will be addressed in the Zoning Code analysis above and Section 6 below.

Conclusion: This standard does not apply at this time.

N/A 3. That the proposed project will have a beneficial effect not normally achieved by standard subdivision development.

Findings: This standard is not applicable because the proposed development is not a subdivision.

Conclusion: This standard does not apply. No land subdivision is proposed. See Section 14 below for a more detailed list of benefits.

N/A 4. The development shall be in harmony with the surrounding area.

Findings: The PUD amendment request involves no exterior changes to the approved project.

Conclusion: This standard does not apply at this time.

N/A 5. Densities and uses may be transferred between zoning districts within a PUD as permitted under this chapter provided the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located. Notwithstanding the above, the commission may recommend waiver or deferral of the maximum density and the council may grant additional density above the aggregate overall allowable density only for projects which construct community or employee housing; and which:

- a. Include a minimum of thirty (30) percent of community or employee housing, as defined in Section 16.08.030; and,
- b. Guarantee the use, rental prices, or maximum resale prices thereof based upon a method proposed by the applicant and approved by the Blaine County housing authority and/or the Ketchum city council.

Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost, or resale cost thereof.

Findings/Conclusion: This standard does not apply. No densities are being transferred. The proposed density is permitted in the CC Zoning District.

YES 6. That the proposed vehicular and non-motorized transportation system:

YES a. Is adequate to carry anticipated traffic consistent with existing and future development of surrounding properties;

Findings: The City Council PUD Findings of Fact stipulated that an updated transportation impact assessment be prepared prior to the City entering into a Development Agreement with the Applicant. This document, *Transportation Impact Assessment*, dated January 2010, was

prepared by Galena Engineering, Inc.. The original Development Agreement, recorded on September 30, 2010 is based on this document and a subsequent review of it by Hales Engineering entitled *Ketchum – Bald Mountain Lodge TIA / 1st Street Review*, dated April 14, 2010.

A revised *Bald Mountain Lodge Traffic Impact Assessment Update* by LSC Transportation Consultants, Inc., dated March 4, 2013, assessed the current proposal's impacts, resulting from the conversion of fourth floor residential units to hotel units, to traffic on Main Street and cross streets River Street and First Street. The revised study was based on the assumptions of the *Transportation Impact Assessment for Bald Mountain Lodge*, prepared by Galena Engineering, dated January 2010.

In summary, the revised assessment found that "The findings of the January 2010 *Bald Mountain Lodge Transportation Impact Assessment*, prepared by Galena Engineering, Inc. with regards to LOS and traffic queue lengths would not be changed noticeably by this change in traffic volumes, and remain appropriate."

More specifically, the revised assessment found that:

- "The change to the proposed land uses of the Bald Mountain Lodge (as indicated in a letter from Michael K. Kirby of HighMark Investments to Lisa Horowitz of the City of Ketchum, dated January 15, 2013) would result in an increase in 101 daily one-way vehicle-trips to/from the project (about a 10% overall increase), including an increase in 3 trips during the AM peak hour and 6 in the PM peak hour. However, this change results in only a 0.2 percent increase in overall traffic volume on Main Street in this vicinity, which is negligible.
- With this change in land use, the Bald Mountain Lodge project would generate an estimated total 1,108 vehicle-trips per day, of which 46 would occur in the AM peak hour and 87 in the PM peak hour."

The Commission considered the above information and expressed concern about the need to update baseline data in the traffic study in light of the timeline extensions currently being granted. The Commission expressed a desire to follow best practices, which, according to Traffic Consultant Gordon Shaw of LSC Consulting, would include updated baseline data approximately every three years. To address this concern, the Commission suggested an added condition to Timeline C that a revised traffic study would be "required, including new traffic baseline data. Said traffic study may result in modifications to approvals related to traffic and circulation."

In addition, LSC Transportation Consultants, Inc. was asked to study the implications of a three-lane configuration of Main Street at the River and First Street intersections. The Main Street intersection approaches were assumed to have one shared thru-right and an exclusive left-turn lane in each direction, while the River and First Street approaches were assumed to retain their existing single-lane approaches. In summary, this limited analysis and simulation found that, in a 2013 scenario:

- Reducing the capacity along Main Street would cause excessive delays at intersections.
- Long traffic queues on Main Street that would persist throughout the AM and PM peak hours were predicted. Of particular concern were that:
 - Southbound queues, formed from the Main Street/1st Avenue intersection, would extend northward through the 2nd, 3rd and 4th Street intersections, creating the potential for “gridlock” conditions;
 - Westbound queues on 1st Avenue would form back through the Leadville Avenue intersection; and
 - Northbound queues on Main Street would extend back to Serenade lane.
- The analysis also mentions that, in reality, the extent of the above mentioned delays and queues would result in “substantial diversion off of Main Street and onto parallel routes, such as 2nd Avenue and Cottonwood Street/3rd Avenue.” It concludes that, “even with those diversions (and associated impacts on the parallel routes) long delays and queues would remain on Main Street.”

In addition, the 2018 scenario assumes a 2% annual growth in traffic volumes on Main Street, which would result in substantially worse conditions than the 2013 study predicts.

In conclusion, the current analysis suggests that a three-lane configuration for Main Street does not appear to be a reasonable future scenario and would certainly require additional study.

The Commission acknowledged that, while the three lane configuration analysis provided interesting information, this analysis had no bearing on the PUD amendment being considered.

Conclusion: The proposed PUD Amendment would not noticeably change the traffic impacts of the project. All conditions of the original PUD approval and Development Agreement pertaining to traffic impact still apply. This standard has been met, subject to Conditions #3-8 on pages 27-28 of this report, and a modification to Condition #2, Timeline C, requiring a traffic study.

YES b. Will not generate vehicular traffic to cause "undue congestion" of the public street network within or outside the PUD;

Findings/Conclusion: See Section a. This standard has been met.

YES c. Is designed to provide automotive and pedestrian safety and convenience;

Findings: No change is proposed to the proposed configuration of vehicular and pedestrian access. The current traffic study does not find significant increase in vehicular activity due to the proposed use changes. The Commission clarified one condition related to striping of the entrance to the Porte Cochere off of First Street.

Conclusion: This standard has been met.

N/A d. Is designed to provide adequate removal, storage and deposition of snow;

Findings/Conclusion: There is no proposed change to the snow removal plan. This standard does not apply at this time.

YES e. Is designed so that traffic ingress and egress will have the least impact possible on adjacent residential uses. This includes design of roadways and access to connect to arterial streets wherever possible, and design of ingress, egress and parking areas to have the least impact on surrounding uses.

Findings/Conclusion: This standard has been met. See Section c.

N/A f. Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses;

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A g. Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized;

Findings/Conclusion: No additional roads are being proposed. This standard does not apply.

N/A h. Includes trails and sidewalks that creates an internal circulation system and connect to surrounding trails and walkways.

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

YES 7. That the plan is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the city, and not in conflict with the public interest.

Findings: The proposed minor land use change does not negatively change the project with respect to the Comprehensive Plan, Downtown Master Plan, Zoning Ordinance or Subdivision Ordinance. The additional hotel rooms on the fourth floor bring the project further into compliance with the intent of the Comprehensive Plan and with the definition of "Hotel" in the Zoning Code.

Conclusion: This standard has been met.

N/A a. Pursuant to Section 16.08.070.D, all of the design review standards in Chapter 17.96 shall be carefully analyzed and considered. This includes detailed analysis of building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A b. The influence of the site design on the surrounding neighborhood, including relationship of the site plan with existing structures, streets, traffic flow and adjacent open spaces shall be considered.

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A c. The site design should cluster units on the most developable and least visually sensitive portion of the site.

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A 8. That the development plan incorporates the site's significant natural features.

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A 9. Substantial buffer planting strips or other barriers are provided where no natural buffers exist.

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A 10. Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner.

Findings/Conclusion: No change is proposed to the project phasing.

N/A 11. Adequate and useable open space shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open space in a configuration useable and convenient to the residents of the project. The amount of useable open space provided shall be greater than that which would be provided under the applicable "aggregate lot coverage" requirements for the zoning district or districts within the proposed project. Provision shall be made for adequate and continuing management of all open spaces and common facilities to ensure proper maintenance thereof.

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A 12. Location of buildings, parking areas and common areas shall maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A 13. "Adequate recreational facilities" and/or daycare shall be provided. Provision of adequate on-site recreational facilities may not be required if it is found that the project is of insufficient size or density to warrant same and the occupant's needs for recreational facilities will be adequately provided by payment of a recreation fee in lieu thereof to the city for development of additional active park facilities. On-site daycare may be considered to satisfy the adequate recreational facility requirement or may be required in addition to the recreational facilities requirement.

Findings/Conclusion: There is no proposed change to the recreational or daycare facilities of the proposed project. This standard does not apply at this time.

YES 14. There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD conditional use permit.

Findings: Table 11 summarizes the special development objectives of the proposal:

TABLE 11: SPECIAL DEVELOPMENT OBJECTIVES

| Special Development Objective, special Characteristics of the Site or Physical Conditions | Type of Objective |
|--|---------------------|
| 4-Star Hotel of <u>119</u> "hot beds" | Economic |
| Conference Space (seating for 250-275 persons) | Economic |
| Employee Housing for <u>30</u> employees (required but no plan has been provided) | Social |
| Proposed contribution towards the undergrounding of overhead power lines (amount to be determined) | Aesthetic; Economic |
| Pedestrian improvements to public right-of-way to create enhance pedestrian experience | Aesthetic; Economic |

The current PUD amendment proposes to convert the entire fourth floor from residential to hotel use. This results in an economic benefit of an additional thirty-seven (37) hotel rooms in the Community Core. The employee housing requirement has changed from a requirement of twenty-

three (23) employee housing units to thirty (30) employee housing units. These are special development objectives that continue to justify the granting of a PUD. The City has established the need for hotels and hotbeds as a priority. The economic benefits of such a project are substantial.

Conclusion: This standard has been met.

YES 15. **The development will be completed within a reasonable time.**

Findings: See General Findings section, page 2 of this report. At their meeting on March 11, 2013, the Commission noted their concerns over the extensions to the project timelines, and suggested a condition of approval that would impose an additional fee if any further extensions are requested. The Council discussed these concerns and agreed that, if any further extensions are applied for, a fee should be imposed to recoup costs incurred by the City to process such application. The Commission also noted that the applicant should pay attention to property maintenance and landscape care in the interim period before the site is developed.

Conclusion: This standard has been met with the condition that the project receive approval of a Second Amended Development Agreement, as outlined above, from the City Council prior to the end of the year 2013. In addition, Condition #16 addresses site maintenance and Condition #23 addresses the additional fee.

N/A 16. **That public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.**

Findings/Conclusion: The proposed PUD amendment does not affect public services, facilities and utilities. The Fire, Street and Utility Departments have had no concerns or comments on the current proposal. This standard does not apply at this time.

Yes 17. **That the project complies with all applicable ordinances, rules and regulations of the city of Ketchum, Idaho except as modified or waived pursuant to this subsection A.**

Findings: At the time of the original PUD hearings, the applicant received several waivers that are outlined in the waiver chart provided earlier in this staff report. No additional waivers have been requested. All other ordinances, rules and regulations of the City of Ketchum are met. The waivers require approval through the PUD process and should be evaluated accordingly.

Conclusion: This standard has been met. Several waivers have been requested and approved, and are outlined previously in this staff report. All other rules and ordinances have been met.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and zoning ordinance, Title 17 and a subdivision ordinance, Title 16.

3. The Planning and Zoning Commission has authority to hear the applicant's Conditional Use Permit application pursuant to Idaho Code Section 67-6512 of the Local Land Use Planning Act and Chapter 16.08 of Ketchum Subdivision Code Title 16.
4. The Commission's public hearing and consideration of the applicant's Conditional Use Permit application was properly noticed pursuant to the Local Land Use Planning Act, Idaho Code Section 67-6512.
5. The application does comply with Ketchum Zoning Code Title 17 and Ketchum Subdivision Code Title 16 and the Ketchum Comprehensive Plan only if the following conditions of approval are met.

DECISION

THEREFORE, the Ketchum City Council approves of this Conditional Use Permit (CUP) for a Planned Unit Development (PUD) amendment this 15th day of April, 2013 provided the following conditions are met:

AMENDED CONDITIONS OF APPROVAL FOR BALD MOUNTAIN LODGE LLC – BALD MOUNTAIN LODGE PUD:

The following conditions are based on the findings made on each of the standards of evaluation as they have been applied to the submitted plans for the PUD:

Hotel Uses

1. Only residential units may be condominiumized and sold separately. The hotel portion of the building including the hotel guest rooms shall not be condominiumized. Occupancy of residential units shall be addressed in the development agreement to ensure that they are as "occupied" for purposes of Urban Renewal Revenue valuation once certificates of occupancy have been issued.

Timing and Incentives

2. Construction Incentives

| Incentive Timeline | Community Housing Waiver | Workforce Housing Waiver | Infrastructure Partnering |
|--|--|---|--|
| <u>Timeline A</u> - Building permit applied for in 2013 with construction commencing by June 2014 and the hotel portion of the building completed by 2017. | 7,444 sf requirement or approximately \$2.36 million in lieu payment waived in full. | Waive the employee housing requirement in its entirety. | Applicant will construct and pay for all project infrastructure requirements as outlined in the DA. City of Ketchum agrees to request that the Urban Renewal Agency reimburse applicant for costs of qualified public infrastructure improvements. Said reimbursed costs may equal up to 50% of the annual URA revenue increments generated from the project up to a |

| | | | |
|---|--|---|--|
| | | | total of \$1.5 million over the life of the URA, whichever is less. |
| Timeline B - Building permit applied for in 2014 with construction commencing by December 2015 and the hotel portion of the building completed by 2018 | 7,444 sf requirement or approximately \$2.36 million in lieu payment waived in full (based on extension of June 2010 deadline) | 50% waiver of housing requirement. 50% or \$1.38 million paid toward housing requirement via real estate transfer fee or other means approved by the City | Applicant will construct and pay for all project infrastructure requirements as outlined in the DA. City of Ketchum agrees to request that the Urban Renewal Agency reimburse applicant for costs of qualified public infrastructure improvements. Said reimbursed costs may equal up to 50% of the annual URA revenue increments generated from the project up to a total of \$1.5 million over the life of the URA, whichever is less. |
| Timeline C - Building permit application applied for within 4 years of Amended PUD approval | No waiver to requirement | No waiver to requirement | Applicant will construct and pay for all project infrastructure requirements as outlined in the DA. City of Ketchum does not contribute to said improvements. |

*This approval is not binding upon the URA as its independent jurisdiction and discretion are not waived by any conditions mentioning the URA.

- **Timeline A.** The project shall receive the following waivers if a Second Development Agreement is approved by the City Council prior to the end of year 2013 and a building permit is applied for by December 2013 and construction commences by June 30th of 2014. If a building permit is not applied for in 2013, construction does not commence by June 30, 2014 and the certificate of occupancy for the hotel portion of the building is not approved by January 2017 these waivers shall not apply:
 - i. **Employee Housing:** waive the employee housing requirement in its entirety.
 - ii. **Community Housing:** the community housing requirement of 7,444 square feet or approximately \$2.36 million in-lieu payment is waived in its entirety.
 - iii. **Infrastructure Partnering:** Applicant will construct and pay for all project infrastructure requirements including undergrounding of power lines and installation of street improvements. City of Ketchum agrees to request that the Urban Renewal Agency reimburse applicant for costs of qualified public infrastructure improvements. A list of

qualified public infrastructure improvements should be identified in the Development Agreement. Said reimbursed costs may equal up to 50% of the annual URA revenue increments generated from the project up to a total of \$1.5 million over the life of the URA, whichever is less. Said reimbursement will be paid annually via URA revenues generated by the project, and shall be subordinate to existing debt accrued/obligated by the URA. A repayment plan shall be developed at such time as substantial URA revenues are generated from the project, at which time total URA increment revenues associated with this project shall be recalculated. Applicant and City Council acknowledge and agree that any project utilizing URA funds is subject to the sole discretion and decision of the URA and the URA is not bound by this agreement. URA financing and projects are also subject to applicable Idaho and federal law. Accordingly, there is no guarantee that URA funding will be available for this project.

● **Timeline B.** The project shall receive the following waivers if a building permit is applied for by December 2014 and construction commences by December of 2015. If a building permit is not applied for by December 2014, construction does not commence in December 2015 and the certificate of occupancy for the hotel portion of the building is not approved by January 2018 these waivers shall not apply:

- i. **Employee Housing:** waive 50% of the total employee housing requirement as calculated by the following formula. The remaining 50% employee housing requirement which totals \$1.38 million shall be one of the following:
 - a. Constructed within City limits or the Area of City Impact, including concepts of partnership with the City or other entities;
 - b. Paid via a real estate transfer fee, with transfer fees accruing to the City Housing In Lieu fund at the time of closing of each unit, or
 - c. By another method determined by the applicant and approved by the City.

If housing requirement is to be paid through read estate transfer fee, a minimum of 30% of the total required in-lieu fee shall be paid within one year of issuance of the certificate of occupancy of the hotel portion of the Project. The remaining fee shall be paid at the closing of each residential unit, at the rate of 4% of the remaining fee per unit closed until requirement 100% paid. In the event that the above schedule does not result in 100% of the fees being paid within ten years of Hotel COO, any remaining balance will be due and payable.

- ii. **Community Housing:** the community housing requirement of 7,444 square feet or approximately \$2.36 million in-lieu payment is waived in its entirety
- iii. **Infrastructure Partnering:** Applicant will construct and pay for all project infrastructure requirements including undergrounding of power lines and installation of street improvements. City of Ketchum agrees to request that the Urban Renewal Agency reimburse applicant for costs of qualified public infrastructure improvements. A list of qualified public infrastructure improvements should be identified in the Development

Agreement. Said reimbursed costs may equal up to 50% of the annual URA revenue increments generated from the project up to a total of \$1.5 million over the life of the URA, whichever is less. Said reimbursement will be paid annually via URA revenues generated by the project, and shall be subordinate to existing debt accrued/obligated by the URA. A repayment plan shall be developed at such time as substantial URA revenues are generated from the project, at which time total URA increment revenues associated with this project shall be recalculated. Applicant and City Council acknowledge and agree that any project utilizing URA funds is subject to the sole discretion and decision of the URA and the URA is not bound by this agreement. URA financing and projects are also subject to applicable Idaho and federal law. Accordingly, there is no guarantee that URA funding will be available for this project.

- **Timeline C.** In the case that a building permit is not applied for and construction does not commence as outlined in the two alternate timelines, this amended PUD CUP shall be valid for a period of four (4) years from the date of signing of Findings of Fact. Impacts to traffic shall be fully re-evaluated, including new baseline data. An application for building permit shall be submitted within 4 years, unless extended by the City Council upon written request by the applicant prior to the CUP expiring.

- i. In the event that the project falls under Timeline C, the applicant shall provide a detailed Employee Housing Plan, which provides for housing for 30 employees on a site acceptable to the Ketchum City Council, and within Ketchum City limits.

The following elements shall be required in the Employee Housing Plan:

- a) Provide salary/hourly wages (current dollars) for the various income categories of employees.
- b) The expected number of each level of employee that is intended to be served by the employee housing units.
- c) Which employee category will be served by which type/size of units.
- d) Provide information on anticipated rental rates (in current dollars) or subsidized and/or free rent to employees; will utilities and homeowner's dues (if any) be included in proposed rates.
- e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom units).
- f) Location of units to be within Ketchum City limits.
- g) Provide a matrix on breakdowns of the different types of units (1BD; square footage; total number of units; anticipated rent, etc.)
- h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full-time, secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum.
- i) What units will be available and how will the pool of units available be determined.

- j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full-time status required for employees to qualify for the employee housing and what constitutes full-time status.
- k) How will overflow of demand of units by employees be handled; will there be a priority system.
- l) Provide information on housing families (with children) and/or married couples.

The proposed Employee Housing shall meet minimum size thresholds and income categories established by BCHA and/or the City.

The following information shall be provided to the City:

- Wage/salary range and a breakdown the number of employees within the aforementioned classifications
- Information on type of housing provided per employee classification
- Costs incurred in rent (and utilities) and transportation/parking by employees
- Details on anticipated lease terms/rental agreements for employees housed on-site
- Anticipated transport and parking scenarios for both on-site and commuting employees.

The Employee Housing Plan shall be submitted and approved by the City Council prior to issuance of a building permit. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.

All of the required Employee Housing shall be available prior to the issuance of any Certificates of Occupancy for the Hotel, or any other uses in the hotel.

- ii. The applicant shall contribute a proportionate share to the underground relocation of overhead utility lines in the vicinity of the project, as outlined in the Development Agreement for the project. However, if the City and Idaho Power do not complete this work as a city project, the applicant may relocate the power lines directly adjacent to the hotel as an off-site improvement.
- iii. A revised traffic study is required, including new traffic baseline data. Said traffic study may result in modifications to approvals related to traffic and circulation.

Traffic and Circulation

- 3. Delivery vehicles associated with Bald Mountain Lodge, including the residential portion of the building, shall not interfere with the regular flow of traffic surrounding the building. In addition, delivery vehicles shall not block the regular flow of traffic on First Street and delivery vehicles shall not block the sidewalk along First Street.

4. Sidewalks shall be designed according to the approved sidewalk scheme for the site. The approved sidewalk scheme shall be recorded with the approved Development Agreement for Bald Mountain Lodge. The following requirements shall be met with regard to sidewalk designs and on-street parking:

River Street Frontage

- Bulb-out at River and Main St: 18 ft including curb and gutter
- Sidewalk 10 ft not including curb/gutter with angled parking along length of River Street
- Bulb-out with exit/entrance at intersection adjacent to Washington Ave: 18 ft including curb/gutter

Main Street Frontage (Based on two 12 ft southbound travel lanes)

- At 1st St: 16 ft bulb-out including curb and gutter
- Bus pull out 8 ft wide including curb and gutter leaving 8 ft wide sidewalk (subject to Mountain Rides requirements)
- Bulb-out at mid-block: 16 ft including curb/gutter
- 16 ft sidewalk/bulb-out from porte-cochere exit to River St

First Street Frontage

- 10 ft minimum sidewalk
- Parking from loading dock to Washington Ave (2 spaces)
- No bulb-outs permitted

Washington Ave Frontage*

- Two 9.5 ft travel lanes
- Maintain existing angled parking along Forest service Park
- BML portion of sidewalk - Minimum 10 ft sidewalks with portions of sidewalk 18 ft in width
- Barriers needed between parking and sidewalks (planters, bollards...etc)
- Recommend stamped and colored asphalt or pavers
- Recommend curb-less sidewalks allowing for flexibility (events, festivals, vending, etc...)

** Applicant shall present final design/scheme for Washington Avenue to City Council prior to building permit submittal and modifications to aforementioned scheme may be modified.*

5. Washington Avenue between 1st Street and River Street shall be rebuilt by the applicant within the aforementioned parameters. In addition, this section of Washington shall be

designed to serve events and functions taking place at both Bald Mountain Lodge and the Forest Service Park.

6. Snowmelt shall extend to curb-line at entrances and exits of building.
7. The recommendations of the City Engineer and of Ryan Hales of Hales Engineering with regard to traffic circulation in and out of the porte-cochere shall be followed. These recommendations are outlined in the memo from Hales Engineering titled "Ketchum – Bald Mountain Lodge TIA/1st Street Review" dated April 14, 2010.
8. Right-of-way encroachments, right turn lane and curb line alignment, slope and drainage, and sidewalk widths shall be resolved to the satisfaction of the City Engineer, Street Department and Fire Department prior to the issuance of a building permit.

Additional Requirements

9. The project shall, at a minimum, meet the requirements of and receive LEED Certification as outlined by the United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) Program. In addition, the project shall meet or exceed the minimum requirements set forth in the currently adopted version of the International Energy Conservation Code (IECC). These requirements shall be outlined in the development agreement for this project.
10. A construction staging and mitigation plan, including at a minimum provisions for off-site employee parking, off-site storage of bulk materials, and required ROW encroachments during construction, shall be submitted and approved by the Ketchum Building Department prior to building permit approval.
11. The proposed encroachments into the public street rights-of-way shall be allowed:
 - All marquees may extend into the public right of way as permitted through design review.
12. All water, sewer and other utility main lines, service lines, manholes and fire hydrants shall be maintained or improved as required by the Ketchum Water and Sewer Department.
13. The proposed development shall be completed substantially as presented in the plans dated April 8, 2010, as altered by relevant conditions of approval, and as set forth in the Planned Unit Development agreement, as amended by this amended PUD approval and any amendments to the Development Agreement. The PUD Development Agreement shall include the conditions herein, and other pertinent details from these Findings of Fact.
14. This PUD CUP approval is contingent upon the approved Community Core Design Review application, findings of fact dated March 22, 2010.
15. Applicant agrees to collaborate and participate financially with the City and other property owners on a gateway design, commissioning, construction and installation (as outlined for

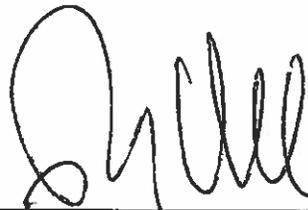
Hotel Ketchum in the development agreement dated November 17, 2008) for the intersection of Main St and River St.

16. The property shall be maintained appropriately per City code until construction commences. This shall include landscaping maintenance, noxious weed mitigation and irrigation of existing landscaping.
17. A Design Review Subcommittee shall be established through the development agreement for the project, as recommended in condition #8 of the design review findings of fact for Bald Mountain Lodge.
18. These conditions and other project details outlined in these findings of fact shall be enumerated in the development agreement for this project.
19. Upon issuance of building permit, applicant shall provide financial assurances, in the form of letter of credit, bonds or similar instruments to demonstrate to the City their ability to complete the permitted construction.
20. To reduce the appearance of building bulk, the upper floor steel diagonal columns shall be made vertical, subject to Design Review Subcommittee approval.
21. Applicant to provide a 'comfort letter' from its proposed project lender prior to execution of the development agreement. Such letter should memorialize any existing relationship between applicant and lender, and the lender(s)' interest in financing the project subject to market conditions and lenders' internal credit underwriting policies.

ADDITIONAL CONDITIONS OF APPROVAL PERTAINING TO PUD AMENDMENT

22. The applicant shall submit a revised parking plan showing that project parking requirements have been met, to the Design Review Subcommittee for review and approval prior to issuance of any building permit(s). If the parking requirements cannot be met, a payment of an in-lieu fee, at the current established rate, will be required for space(s) needed to meet requirements. Said fee shall be paid prior to issuance of a building permit.
23. A fee shall be imposed if any additional extensions are requested. The amount of said fee shall be determined by the City Council.
24. No exterior changes to the project are granted by this PUD Amendment.

Findings of Fact adopted this 6th day of May, 2013.



Randy Hall, Mayor

Exhibit B

| | | |
|---------------------------------------|---|---|
| IN RE: |) | |
| |) | |
| Limelight Hotel, |) | KETCHUM PLANNING AND ZONING COMMISSION - |
| (formerly Bald Mountain Lodge) |) | FINDINGS OF FACT, CONCLUSIONS OF LAW AND |
| Design Review Modification |) | DECISION |
| |) | |
| |) | |
| |) | |
| File Number: 07-015 |) | |

BACKGROUND FACTS

PROJECT: Limelight Hotel, formerly Bald Mountain Lodge

FILE NUMBER: 07-015

OWNERS: Limelight Ketchum LLC , formerly Bald Mountain Lodge LLC

REPRESENTATIVE: Don Schuster, VP Hospitality, Aspen Skiing Company

REQUEST: Community Core Design Review Modification

LOCATION: Ketchum Townsite Amended Lot 1A, Block 20 (151 South Main Street)

NOTICE: Adjacent property owners were mailed notice on Tuesday, February 10, 2015 and a display ad was run in the Idaho Mountain Express on February 18, 2015.

ZONING: Community Core (CC), Subdistrict A, Retail Core

REVIEWER: Rebecca F. Bundy, Senior Planner / Building and Development Manager

Regulatory Taking Notice: Applicant has the right, pursuant to section 67-8003, Idaho Code, to request a regulatory taking analysis.

GENERAL FINDINGS OF FACT

1. The Bald Mountain Lodge project (land and entitlements) was purchased by the Aspen Skiing Company from Bald Mountain Lodge, LLC in December 2014. The entitlements include a Development Agreement with a preferred Timeline A, which requires submittal of a building permit by May 31, 2015. With the current Design Review application, the developers are seeking approval of a number of design changes, so that they can proceed with the construction documents for building permit submittal on the preferred timeline.

2. On November 24, 2014, the Aspen Skiing Company and the original developers, Bald Mountain Lodge, LLC, conducted a workshop with the Planning and Zoning Commission to get the Commission's feedback on Aspen Skiing Company's proposed modifications to the approved hotel design prior to cementing the sale of the project. At that meeting, it was decided that the proposed programming changes would not necessitate an amendment of the Planned Unit Development (PUD) as approved, since the changes were in keeping with the original approval and code requirements and were minimal

in impact. The Commission decided, however, that the proposed exterior design changes should come before the Commission as a whole for Design Review Modification approval.

3. The Development Agreement calls for creation of a Design Review Subcommittee that will be empowered to approve more minor exterior design changes through the course of the construction project. On December 8, 2014, the Commission nominated Rich Fabiano, former Commissioner, and Erin Smith, current Commissioner, to that subcommittee, along with the Planning and Building Department Director, currently Micah Austin. The nominees were approved by the City Council on January 5, 2015, so the Subcommittee is in place to handle more minor design issues. The original Design Review approval contained conditions of approval authorizing the Design Review Subcommittee to perform final review of a number of Design Review elements, including final landscaping, streetscape design, bicycle parking and signage. Those conditions of approval have been retained in this staff report.

4. The current application is very much in keeping with the changes proposed at the November 24 meeting and also includes elements that reflect the Commission's feedback at that meeting, including removal of the clock tower element at the southwest corner of the building. The current proposal contains the following changes from the original design:

- Building height is reduced five (5) feet with a flat roof configuration to reflect Commission's input;
- The clock tower has been removed from the southeast corner of the building with increased building setbacks above ground level at that corner configuration to reflect Commission's input;
- Ground floor at the corner of Main and River Streets has increased glazing to relate interior lobby space to outdoors;
- Increased upper level setbacks along First and River Streets;
- Fenestration and horizontal relief elements have been increased, including deeper decks and roof overhangs;
- Increased façade articulation on Floor 5, Main Street façade. The residential units have been enlarged within the area of the roof decks to approximately equal the area lost with removal of the clock tower;
- Pedestrian connectivity to Forest Service Park has been enhanced by adding a primary entrance on the west side of the building, a courtyard, steps and bench facing Washington Avenue;
- The green roof at Floor 2 on the Washington Avenue side of the building has been converted to a roof deck, most of it open to the public;
- The First Street vehicular exit from the porte cochere has been eliminated in response to the Commission's concerns about its impact on First Street traffic flows. The porte cochere exit is, therefore, only on to Main Street. However, structure location has not been altered, so the exit could occur on First Street on an as needed basis;
- The applicant has offered to provide signage restricting parking on First Street during morning hours to provide dual use/delivery/garbage truck access;
- Sidewalk and on street parking configurations have been revised with twelve (12) on street parking spaces proposed;
- A substantial amount of hotel back of house has been eliminated. One level of underground structure has been eliminated with pared down back of house, mechanical and parking provided on one (1) underground level; and

- The spa and lower level courtyard have been eliminated, and the pool design has changed to a more rectangular form.

5. The original Bald Mountain Lodge PUD was approved by the City Council on June 7, 2010, and the PUD was amended on May 6, 2014, with no external changes to the building proposed. The following table shows the history of the programming changes since the original PUD approval:

Table 1: History of Programming Changes

| | Original Approva l | Revised 2013 | Proposed Nov 2014 | Current Proposal |
|-------------------------------------|--------------------------|------------------------|-------------------------|-------------------------|
| Project Numbers | | | | |
| Lot size (sf) | 48351 | 48351 | 48351 | 48351 |
| Building height (ft) | 68 | 68 | 63 | 63 |
| Parking spaces (#) | 125 | 125 | 122 | 124 |
| Number of parking levels | 2 | 2 | 1 | 1 |
| Hotel | | | | |
| Lobby (sf) | 5660 | 4600 | 12140 | 5532 |
| Hotel Rooms (total sf) | 48380 | 70448 | 58142 | 50414 |
| Hotel Rooms/Suites (#) | 82 | 119 | 105 | 98 |
| Avg Size of Hotel Rooms (sf) | 590 | 592 | 554 | 456 |
| Lock-off Units (#) | 5 | 0 | 15 | 10 |
| Conference/Prefunct space (sf) | 5436 | 8380 | 4310 | 4131 |
| Conference Capacity (#) | 200 | 350 | 175 | 170 |
| Spa (sf) | 5506 | 3600 | 0 | 0 |
| Restaurant/Lounge/Kitchen (sf) | 7735 | 6870 | included in lobby | included in lobby |
| Pool/Hot tubs | 1 pool 1 hot tub | 1 pool 1 hot tub | 1 pool 2 hot tubs | 1 pool 2 hot tubs |
| Fitness (sf) | 809 | 1200 | 940 | 930 |
| Residential | | | | |
| Residential Units (total sf) | 40035 | 18600 | 32335 | 30736 |
| Residential Units (#) | 26 | 11 | 18 | 14 |
| Avg. Size of Residential Units (sf) | 1540 | 1692 | 1796 | 2195 |
| % Hotel vs Residential | 74.4 | 86.7 | 81.0 | 78.3 |
| Retail | | | | |
| Total (sf) | 2614 | 2550 | 1890 | 2050 |

6. Hotel Definition: Using the same methodology as in the original PUD approval and the subsequent PUD amendment, the current proposal continues to meet the definition of "hotel" by limiting the residential components to less than 25% of the total "hotel" square footage.

Table 2: Hotel Definition

| HOTEL CONFIGURATION | BML-2010 Approved | BML-2013 Approved | LKH-2015 Proposed |
|---|----------------------|----------------------|----------------------|
| Guest Rooms | 82 | 119 | 98 |
| Sq Ft | 59,422 | 86,329 | 50,414 |
| Dedicated Units – Lock-Out Units | 9 | N/A | 10 |
| Sq Ft | 3,538 | N/A | 4,776 |
| Hotel Key Count | 91 | 119 | 108 |
| BOH/Lobbies/Hotel Related Uses Sq Ft (P1,P2,Level 1*) | 63,687 | 60,149 | 55,621 |
| TTL "Hotel" sq ft (per definition) | 126,647 | 146,478 | 110,811 |
| Permitted "Non-Hotel" sq ft (25%) | 42,215.5 | 42,215.5 | 35,387 |
| Proposed Residential Units (4th & 5th Floors minus lock-off units) | 26 | 8 | 14 |
| Sq Ft | 42,215 | 22,384 | 30,736 |
| TTL Bldg Sq Ft (includes sub-grade hotel- uses, but not parking) | 168,862 | 168,862 | 141,547 |
| Pct of Building Area defined as "Hotel" | 75.0 % | 86.7% | 78.3% |
| Residential sq ft over allowable per definition | 0 | 0 | 0 |

7. Parking Requirements: Required parking spaces are pursuant to 17.64.010.E. See table below:

Table 3: Required Parking

| | | | |
|--|-------------------|-----------------------|-------------|
| Parking Requirements: | | | |
| Commercial Space: | 10,819 sf** | 2 per 1,000 sq. ft. = | 21.6 spaces |
| Residential (net) | 30,736 sf | 1 per 1,500 sq. ft. = | 20.5 spaces |
| Hotel: | 108 units | .75 per Room = | 81 spaces |
| Total Spaces Required: 123.1 spaces | | | |
| Proposed: | | | |
| Garage: 109 spaces | Surface: 3 spaces | On Street Credit*: | 12 spaces |
| Total Spaces Proposed: 124 spaces | | | |

*Section 17.64.010.E.3 of the Community Core District zoning regulations states that: "Four (4) on street parking spaces per five thousand five hundred (5,500) square feet of lot area may be counted toward the required parking demand."

This would result in an on street parking credit of 35 spaces. However, between Pre-application Design Review and the original Design Review/PUD submittal, staff and the applicant negotiated a parking credit of nine (9) on street spaces, due to vehicular access requirements, desired pedestrian bulb-outs at intersections and other considerations. The current proposal calls for twelve (12) on street parking spaces and still maintains the desired pedestrian bulb-outs. It also provides enhanced pedestrian access between the hotel and Forest Service Park.

**The applicant's parking calculations for the commercial space include 2 spaces per 1000 square feet for the conference/board rooms, breakfast/bar/lobby and lounge (totaling 8,762 square feet), which are required elements of a hotel and should be satisfied by the .75 parking spaces per room hotel parking requirement. Therefore, the project as proposed has 19 more spaces than required by the code.

As condition of approval #9, prior to issuance of a building permit, the applicant shall submit civil engineered street and sidewalk design drawings, showing grading, drainage and details, for review and approval by the Public Works Director.

8. Sidewalk Requirements: The applicant has stated that sidewalks on Main Street shall be eight (8) feet in width, and that the sidewalks on First and River Streets and Washington Avenue shall be ten (10) feet in width. As condition of approval #9, prior to issuance of a building permit, the applicant shall submit civil engineered street and sidewalk design drawings, showing grading, drainage and details, for review and approval by the Public Works Director.

| General Requirements for all Design Review Applications | | | | |
|---|--------------------------|--------------------------|--------------------------|---|
| Compliant | | | Standards and Conclusion | |
| Yes | No | N/A | City Code | City Standards and Conclusion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.080 | Complete Application |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | City Department Comments | Police Department <input type="checkbox"/> No comments to date. |
| | | | | Fire Department <input type="checkbox"/> Condition #1 satisfies Fire Department requirements. |
| | | | | Public Works Department <input type="checkbox"/> Condition #9 satisfies Public Works Department requirements. |
| | | | | Building Department <input type="checkbox"/> Condition #1 satisfies Building Department requirements. |

| Compliance with Zoning District and Overlay Requirements | | | | |
|--|--------------------------|--------------------------|--------------------------|---|
| Compliant | | | Standards and Conclusion | |
| Yes | No | N/A | Guideline | City Standards and Conclusion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010.E | Parking Spaces |
| | | | <i>Conclusion</i> | 123.1 required 124 proposed (See item 7 above.) This standard may be met with condition of approval #9. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010.F | Sidewalks |
| | | | <i>Conclusion</i> | See item 8 above. This standard may be met with condition of approval #9. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010.G | Lot Dimensions |
| | | | <i>Conclusion</i> | 48,351 sf, 219 ft x 219 ft (no change) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010.H | Gross Floor Area/FAR |
| | | | <i>Conclusion</i> | Original DR approval: 134,800 FAR 2.8 (allowed to exceed 2.25 due to hotel use) Current proposal: 132,411 FAR 2.74 |

| Design Review Requirements | | | | |
|-------------------------------------|--------------------------|--------------------------|-------------------------------|---|
| EVALUATION STANDARDS: 17.64.010 | | | | |
| Compliant | | | Standards and Conclusion | |
| Yes | No | N/A | Standard Number | City Standards and Conclusion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010(l)(1) Hotel Uses | Number Of Floors: Hotels may build a fourth floor. If a site meets the criteria for five-story hotel site designation, a fifth floor may be built. Five-story hotels may only be approved via a planned unit development (PUD) as outlined in title 16, chapter 16.08 of this code. However, with the exception of limited architectural elements, hotel projects may not request waivers to the mass and height specifications of subsection L9c of this section, building type 6 hotel. |
| | | | <i>Conclusion</i> | The entitled hotel project has met the requirements for a hotel or received waivers through the PUD process. None of the changes proposed affect the existing approvals. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010(l)(1)a | Five-Story Hotel Site Designation Criteria: A property shall meet all of the following criteria to be designated as a five-story hotel site: |
| | | | <i>Conclusion</i> | The entitled hotel project has met the requirements for a hotel or received waivers through the PUD process. None of the changes proposed affect the existing approvals. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010(l)(2) | Employee Housing: Hotel developments are required to mitigate employee housing impacts at a ratio of twenty five percent (25%) of the total number of employees calculated by the following formula: One employee per hotel room or bedroom. A development agreement or other similar tool shall be utilized to outline employee housing commitments. |
| | | | <i>Conclusion</i> | The entitled hotel project has met the requirements for a hotel or received waivers through the PUD process. The Third Amendment to the Development Agreement waives employee housing requirements if a building permit application is submitted by May 31, 2015. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010(l)(3) | Employee Housing Plan: The applicant shall provide an employee housing plan which outlines the number of employees, income categories and other pertinent data. The employee housing plan shall be the basis of the applicant's proposal for the mix of employee housing which addresses the range of employees needed to serve the hotel. |
| | | | <i>Conclusion</i> | The entitled hotel project has met the requirements for a hotel or received waivers through the PUD process. The Third Amendment to the Development Agreement waives employee housing requirements if a building permit application is submitted by May 31, 2015. |

| Yes | No | N/A | Standard Number | City Standards and Conclusion |
|-------------------------------------|--------------------------|--------------------------|---|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010(I)(4) | <p>Alternate Means To Satisfy Square Footage: The city council may consider a request by the hotel developer to satisfy any required employee or community housing square footage by alternate means. Off site mitigation, payment of in lieu fees, land in lieu of units, or other considerations may be proposed by the hotel developer. Larger sites are encouraged to include employee and/or community housing on site. The city council has full discretionary power to deny said request.</p> <p><i>Conclusion</i> The entitled hotel project has met the requirements for a hotel or received waivers through the PUD process. The Third Amendment to the Development Agreement waives employee housing requirements if a building permit application is submitted by May 31, 2015.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010(I)(5) | <p>Development Agreement: Hotels shall enter into a development agreement with the city as part of the PUD approval process. Said development agreement may address the following subjects: community housing, hotel room uses and restrictions, public access on the property, alternatives and remedies if the hotel use ceases, and any other issue the planning and zoning commission or city council deems appropriate. Said development agreement shall follow the public hearing process as outlined in <u>title 16, chapter 16.08</u> of this code. Said development agreement shall be subject to sections <u>17.154.060</u>, "Enforcement", and <u>17.154.070</u>, "Modification And Termination", of this title.</p> <p><i>Conclusion</i> The entitled hotel project has a valid Development Agreement with the City.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010.L. 9. Building Type 6, Hotel a. Applicable Subdistricts: A, B, b. Building Type 6 Site Specifications | <p>A. Main Street or an avenue.</p> <p>B. Sidewalk.</p> <p>C. Setback line: Minimum average setback of 5 feet from the front property line, except in subdistrict A, where no setback is required. Buildings fronting a 60 foot or narrower right of way shall be set back a minimum of 5 feet from the property line. Cantilevered decks and overhangs 8 feet or greater in height above the finish grade below, measured to the underside of the lowest structural element of the deck or eave, may extend to the property line.</p> <p>D. Building zone: 60 to 100 percent of this area shall be occupied by 1 or more buildings.</p> <ol style="list-style-type: none"> 1. The minimum building depth shall be 50 feet as measured from the front and rear property line, except a portion of the building may be built anywhere within 30 feet of the front property line. 2. Portions of this area not occupied by a building shall be occupied by courtyards, landscaping, hotel entryways, a porte-cochere, or other open space. 3. Storefronts, building entrances, and upper floor balconies may be recessed into the facade. <p>E. Pedestrian entrance: The main pedestrian entrance(s) shall be from Main Street or an avenue.</p> <p>F. All ground floor uses that are intended to serve both hotel guests and the general public (such as a restaurant or retail store) shall have a pedestrian entrance directly from the street.</p> <p>G. Multifunctional zone: This area may be occupied by buildings, usable open space, porte-cochere, loading and unloading zone, valet parking service area, and access to parking facilities. Garbage disposal facilities shall be located in the multifunctional zone.</p> <p>H. Vehicle access points: Access to parking and loading and unloading facilities shall be provided by the alley, except where the development is on a whole city block, then vehicle access, including driveways to a porte-cochere, parking facilities, and loading and unloading zones may be from the side property lines.</p> <p><i>Conclusion</i> The proposed exterior changes to the building do not include setback changes, orientation of the building to the street or parking and loading access. The portions of the site not occupied by building continue to contain hardscape, landscaping and porte cochere. The current proposal has increased the depth of some balconies, serving to provide greater articulation of the facades. Item D, Building zone was granted a waiver through the PUD process.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010.L.9.c. | A. First floor ceiling height: 12 feet to 20 feet. |

| Yes | No | N/A | Standard Number | City Standards and Conclusion |
|-------------------------------------|--------------------------|--------------------------|--|---|
| | | | Building Type 6 Mass And Height Specifications | <p>B. Upper floor ceiling heights: 8 feet minimum and up to 80 percent of the height of first floor ceiling.</p> <p>C. Minimum number of floors: 3.</p> <p>D. Maximum number of floors: 4.</p> <ol style="list-style-type: none"> 5 floors may be allowed in locations as designated by city council. On streets and avenues the fourth floor and fifth floor shall be set back from the property line a minimum of 10 feet with an average of 15 feet. The average setback shall be calculated based on the built portion of the fourth and fifth floor facades and shall be calculated for each street or avenue elevation; the calculation of the average setback is not cumulative. In addition to the minimum and average setback requirement from the property line, the fourth and fifth floors shall be set back a minimum of 5 feet from the wall of the third floor. <p>E. Maximum building height:</p> <ol style="list-style-type: none"> Three-story hotel: 48 feet. Four-story hotel: 58 feet. Five-story hotel: 68 feet. All buildings greater than 48 feet shall require final approval from the city council. A stairway/elevator shaft providing access to a roof garden may exceed the maximum height by up to 10 feet, provided it is stepped back at least 20 feet from the front and rear property line. <p>F. If the building is not set back from the sidewalk, then the entrance shall be at the grade of the sidewalk. If the building is set back from the sidewalk, then the entrance may be elevated above the sidewalk grade by up to 4 feet.</p> <p>G. Third floors may be stepped back.</p> <p>H. Building width: 55 feet minimum.</p> |
| | | | Conclusion | <p><i>The entitled hotel received waivers for Items B and D.2:</i></p> <p><i>B. The proposed flat roof eliminates the need for a waiver to the ceiling height limit on the 5th floor.</i></p> <p><i>D.2. Waivers to the required 4th and 5th floor setback requirements were granted through the PUD process. The elimination of the clock tower on the 4th and 5th floors resulted in a decrease of about 256 sf per level. That area has been added back in to residential units 9 and 11 on the 5th floor, and the average setbacks on those floors has increased from the original approved design.</i></p> <p><i>E.3. Building height has been reduced to 62.5 feet on Main Street and 65.5 feet on Washington Avenue with replacement of the originally proposed pitched roof with a flat roof.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010.L.9.d. Building Type 6 Roof Forms | <p>A. Flat roof with parapet or cornice.</p> <p>B. Hip roof.</p> <p>C. Gabled roof.</p> <p>D. Full mansard roof.</p> <p>E. Dormers.</p> <p>F. Shed roof: Only allowed where building step backs occur.</p> <p>G. Appropriate combinations of the above roof forms.</p> |
| | | | Conclusion | <p><i>The current proposal replaces the gabled roof with a flat roof with eaves and a low parapet.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.010.L.9.e. Building Type 6 Facade Specifications | <p>A. Building cap: The top of the building shall be defined by a cap, such as a cornice or eaves. The top floor of a four- or five-story hotel shall consist of a sloped roof form with dormer or gable end windows.</p> <p>B. Upper floor facade window fenestration: 30 to 70 percent of each upper floor facade shall be occupied by windows or doors.</p> <p>C. Ground floor facade window fenestration: 60 to 90 percent of each ground floor facade shall be occupied by transparent windows and doors. This specification does not apply to ground floor facades within the multifunctional zone.</p> <p>D. Entry door: At least 1 entry door is required for each business with ground floor street frontage.</p> |

| Yes | No | N/A | Standard Number | City Standards and Conclusion |
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| | | | Conclusion | <p>A. The proposed flat roof has eaves and a low parapet and lowers the building height by five (5) feet from the original proposal. At their November 24, 2014 workshop, the Commission indicated to the applicant that they preferred a flat roof over the former pitched roof because it reduced the height of the building and alleviated issues of snow sliding from the roof onto pedestrians. KMC, Section 17.64.010.C allows the Commission to grant waivers to Section 17.64.010.L, provided that:</p> <ol style="list-style-type: none"> 1. The granting of an exception will not be detrimental to the public good. 2. The granting of an exception will not be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use. 3. The granting of the exception will not be detrimental or injurious to property or to the general welfare of the city. 4. The exception is to architectural design elements and is not an exception to other development standards such as building height, setbacks, floor area ratio; to any use requirements or restrictions; or to any life safety requirements. <p>B & C. Façade window fenestration has been modified slightly, but not appreciably; with the exception of additional fenestration at the southeast ground floor corner of the building to provide better visual interaction between the street front and the hotel lobby/dining area.</p> <p>D. The hotel and sports shop continue to each be served by entrance doors. This standard may be met with an exception for a flat roof made by the Commission.</p> |
| ☒ | ☐ | ☐ | 17.64.010.L.9.f. Building Type 6 Façade Elements | <p>A. Awnings/marqueses may project 3 feet to 6 feet from the façade. At major pedestrian entrances to the hotel, marqueses may extend between 6 feet and up to 2/3 the distance between the front façade and the curb line of the sidewalk. Supporting posts are permitted at these entrances.</p> <p>B. Porte cocheres may project up to 32 feet from the façade. They are not allowed to project over the public sidewalk.</p> <p>C. Balconies/decks may project 3 feet to 6 feet from the façade.</p> <p>D. Colonnades (supporting either a shed roof or balcony/deck) may project from 5 feet to 6 feet from the façade. Supporting posts shall have a square width or diameter of 6 inches to 12 inches.</p> <p>E Vertical clearance: 8 feet minimum.</p> <p>F. Clearance from inside of post/column to façade: 5 feet minimum.</p> <p>G. Prohibited façade elements include external chimneys, external staircases, window security bars, and security roll up doors are prohibited on façades that front a street, avenue, park, and/or plaza.</p> |
| | | | Conclusion | <p>A. The depth requirement for marqueses was waived through the original PUD process.</p> <p>B. The current porte cochere has the same dimensions as the original.</p> <p>C – G. Façade elements have not changed.</p> |
| ☒ | ☐ | ☐ | 17.64.010.L.9.g. Building Type 6 Use Specifications | <p>A. Upper floor with street frontage: Accommodation, retail trade and retail service uses as permitted by subsection D, table 1 of this section. Parking is prohibited.</p> <p>B. Ground floor with street frontage: Active uses shall occur on the street frontage of ground floors within the building zone (refer to site specifications). Active uses include, but are not limited to, lobby space, guest registration, restaurants, bars, business center, workout facilities, conference facilities, office space and retail stores. This specification does not apply to ground floor uses within multifunctional zone (refer to site specifications, subsection L9b of this section).</p> <p>C. Floors without street frontage: Accommodation, retail trade and retail service, and residential uses as permitted by subsection D, table 1 of this section. Structured parking is permitted.</p> <p>D. Basement: Parking, storage, and accessory uses associated with ground floor and upper floor principal building uses are permitted. A minimum of 50 square feet of storage space is required for each community housing unit within a</p> |

| Yes | No | N/A | Standard Number | City Standards and Conclusion |
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| | | | | <p>building.</p> <p>E. Street frontage.</p> <p>F. Depth for street frontage uses: Minimum 20 feet.</p> <p>G. Private outdoor space: All residential uses shall have a private outdoor space (such as a deck, balcony, or private porch). The area of each private outdoor space shall be at least 50 square feet, with no dimension less than 6 feet.</p> <p>H. Roof gardens (private and public) are allowed.</p> <p>I. Utility meters, garbage disposal areas, surface parking lots, and loading and unloading facilities shall be located to the rear of the building. Utility meters are allowed in the setback zone if they are enclosed within a utility box.</p> |
| | | | <i>Conclusion</i> | <i>The current proposed uses have not changed from the original design.</i> |

| DESIGN REGULATIONS: 17.64.020 | | | | |
|-------------------------------------|--------------------------|--------------------------|---|---|
| Compliant | | | Standards and Conclusion | |
| Yes | No | N/A | Standard Number | City Standards and Conclusion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.E.1. All Building Facades | <p>a. Facades shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and glass curtain walls. Blank walls on all facades that front a park, street, avenue, alley, plaza, or other public spaces are prohibited.</p> <p>b. On all facades, a clear visual distinction between each floor shall be provided.</p> <p>c. Stairways shall have a design that is compatible with overall structure. Stairs shall not have a tacked on appearance or look like their design was an addition or afterthought.</p> <p>d. All sides of the facade shall be designed with similar architectural elements, materials, and colors as the front facade. However, the design of side and rear facades may be simpler, more casual, and more utilitarian in nature.</p> <p>e. If a portion of an existing building is modified, it shall use the same building materials, details, and color applications as the rest of the building. For example, if a portion of a brick facade with wood framed windows and doors is modified, the modified portion of the facade shall use bricks, details, and wood frame windows and doors that are compatible with the other parts of the building.</p> <p>f. Additions to existing buildings shall be designed with a style, materials, colors, and details that are compatible with the existing structure.</p> |
| | | | <i>Conclusion</i> | <i>The current proposal continues to utilize both solid surfaces and window openings, avoids blank walls and glass curtain walls, provides a clear visual distinction between floors and utilizes similar architectural elements, materials and colors on all facades. No exterior stairways are proposed on the building. There is no existing building on the site, and no addition is proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.F.1. Mixed Use/Hotel Building Facades | <p>a. Front building facades, as well as all facades that front a plaza or pedestrian walkway, shall be designed with:</p> <p>(1) Ground floor storefront windows and doors that utilize clear transparent glass in order to provide clear views of storefront displays from the street and/or to allow natural surveillance of the street and adjacent outdoor spaces. Mirror and tinted glass, including solar bronze and interior film, is prohibited.</p> <p>(2) Upper floor window openings that have a vertical orientation and proportion. Mirror and tinted glass is prohibited on upper floor facades.</p> <p>b. Elements of traditional "main street" storefronts shall be used in the facades of traditional mixed use buildings. These elements include recessed entry door(s), display windows, the kickplate or bulkhead, transom windows, cornice and pediment.</p> |
| | | | <i>Conclusion</i> | <i>Storefront windows and doors with clear glass are utilized at the ground floor level. Upper floor windows have a vertical orientation. Traditional "main street" elements</i> |

| Yes | No | N/A | Standard Number | City Standards and Conclusion |
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| | | | | <i>are used, including transom windows, recessed entry doors and display windows.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.64.020.G.1 Multi-Family Home And Urban Residential Building Facades | None. |
| | | | <i>Conclusion</i> | <i>None.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.64.020.H. Historic Buildings | None. |
| | | | <i>Conclusion</i> | <i>None.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.I. 1. Roofs | <p>a. Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.</p> <p>b. A relatively consistent roof design (including overhangs, pitch, fascia, materials and eaves) shall be provided on all sides of the building.</p> <p>c. All roofs shall be designed with snow clips, gutters, and downspouts to prevent water damage and stains on building facades, and to protect pedestrians and adjoining properties from dripping water and sliding snow.</p> <p>d. Mechanical equipment on roofs shall be screened from public view from all sidewalks, plazas, parks, public spaces, and pedestrian walkways.</p> <p>e. Roof overhangs, such as cornices, and eaves, may extend out from the facade of the building. However, roof overhangs shall not extend over a neighboring parcel or more than three feet (3') over a public sidewalk.</p> |
| | | | <i>Conclusion</i> | <p><i>The currently proposed flat roof reinforces the horizontal lines of the facades. It will be equipped with internal drains, resulting in no issues from dripping water or sliding snow. Roof overhangs do not extend over neighboring parcels or project more than three (3) feet over the public sidewalk. The current application shows rooftop mechanical screening provided by a screening structure intended to house elevator overruns and rooftop mechanical units. The original Design Review condition of approval #8 addressed this by requiring that a detailed mechanical screening plan shall be submitted for review by the Design Review Subcommittee prior to building permit approval. Staff recommends that condition be made a part of the current approval.</i></p> <p><i>This standard may be met with condition of approval #8.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.J.1. Awnings And Marquees | <p>The following standards apply to projecting awnings and marquees:</p> <p>a. The valance, or front face, of an awning shall not exceed eighteen inches (18") in height.</p> <p>b. Awnings and marquees shall not obscure views into storefront display windows or cover architectural expression lines or details.</p> <p>c. Awnings may have signs (refer to sign ordinance).</p> <p>d. High gloss or plastic materials are prohibited.</p> |
| | | | <i>Conclusion</i> | <i>The flat roof above the outdoor dining area at the southeast corner of the building does not obscure views into the lobby/restaurant and contributes to the horizontal design of the facades. No awnings are proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.K.1. Balconies | <p>The following standards apply to projecting balconies:</p> <p>a. Balconies may be open or covered with a roof or upper story balcony.</p> <p>b. The distance between roof supporting columns, piers, or posts on balconies shall not exceed their height.</p> |
| | | | <i>Conclusion</i> | <i>The design contains many balconies, some covered and some not. All are cantilevered, so no posts are proposed.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.64.020.L.1. Colonnades | <p>The following standards apply to projecting colonnades:</p> <p>a. Colonnades may be covered with a roof or a balcony. An enclosed habitable space may occur above the colonnade, as long as it does not occur over the public sidewalk.</p> <p>b. Supporting columns and posts shall be spaced and sized so that they do not block views of storefront windows from the street.</p> |
| | | | <i>Conclusion</i> | <i>No colonnades are proposed.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.64.020.M.1. Bay Windows | None. |

| Yes | No | N/A | Standard Number | City Standards and Conclusion |
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| | | | Conclusion | <i>None.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.64.020.N.1. Front Porches/Stoops | <p>The following standards apply to front porches and stoops:</p> <p>a. Front porches and stoops may be covered with a roof, a balcony, or an enclosed habitable space. However, an enclosed habitable space may not occur within the setback zone.</p> <p>b. Front porches and stoops shall not be enclosed on the ground floor by permanent or temporary walls, windows, window screens, or plastic or fabric materials.</p> <p>c. The raised platform of a front porch (not including stairways) shall be at least fifty (50) square feet in size with no one dimension less than six feet (6') in length.</p> <p>d. The raised platform of a stoop (not including stairways) shall be at least twenty five (25) square feet in size with no dimension less than five feet (5') in length.</p> |
| | | | Conclusion | <i>No front porches or stoops are proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.O.1. Public Open Space | <p>a. Public open spaces shall be designed to enhance the site and/or building as a place for pedestrians and shall include the following:</p> <ol style="list-style-type: none"> (1) Trash receptacles. (2) A combination of landscaping and paved surfaces. (3) Pedestrian scaled lighting. (4) Amenities or features that encourage people to gather. Such features include (but are not limited to) outdoor seating, spas/hot tubs, pools, barbecue facilities, outdoor fireplaces, public art, fountains, kiosks, planters, and outdoor dining areas. <p>b. Public open spaces shall be usable throughout the year. These spaces shall either be heated for snow removal or maintained to remove snow during the winter months.</p> |
| | | | Conclusion | <i>The current proposal offers public open space facing Washington Avenue in the form of a plaza with two (2) flights of stairs down to the sidewalk, a concrete bench, public art and a mix of hardscape and landscaping. In addition, two (2) fire pit areas are proposed to encourage gatherings.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.P.1. Service Areas | <p>a. Trash disposal areas and shipping and receiving areas shall be located within parking garages or to the rear of buildings. Trash disposal areas shall not be located within the public right of way and shall be screened from public views from streets, avenues, alleys, pedestrian walkways, sidewalks, plazas, and public spaces. Trash disposal areas with appropriately designed enclosures or screens may be allowed within rear parking lots, but in no case shall the disposal area be allowed along the street frontage.</p> <p>b. Trash disposal areas shall be screened from public views from all sidewalks, streets, plazas, and public spaces. Trash enclosures shall be used to store outdoor garbage containers or dumpsters.</p> <p>c. Garbage containers or dumpsters shall be kept in enclosures at all times, except when being emptied.</p> <p>d. Trash enclosures shall be maintained and the surrounding area kept free of debris.</p> <p>e. The location of trash enclosures shall not interfere with vehicular and pedestrian access and movement.</p> <p>f. The number of trash receptacles per unit shall be provided based on formulas provided by trash disposal companies.</p> |
| | | | Conclusion | <i>The service dock remains in the same location as in the original design with room for two (2) service trucks, dumpsters and recycling bins.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.Q.1. Mechanical And Electrical Equipment | <p>1. The following shall not be located within the public right of way and shall be screened from public views from streets, pedestrian walkways, sidewalks, plazas, and public spaces:</p> <ol style="list-style-type: none"> a. Electric and water utility meters. b. Power transformers and sectors. c. Heating/ventilation/cooling equipment. d. Irrigation and pool pumps. e. Satellite dishes greater than eighteen inches (18") in diameter. f. Antennas. |

| Yes | No | N/A | Standard Number | City Standards and Conclusion |
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| | | | | <p>g. Rooftop mechanical equipment. h. Other mechanical equipment.</p> <p>2. Appropriate methods of screening include fencing, landscaping, roof parapets, and equipment enclosures. The design of screening devices shall be compatible with the main structure and conform to other sections of this code. Noise levels of mechanical equipment shall be minimized. All utility and communication lines serving the site shall be underground.</p> <p><i>Conclusion</i> <i>The current application shows rooftop mechanical screening provided by a screening structure intended to house elevator overruns and rooftop mechanical units. The original Design Review condition of approval #8 addressed this by requiring that a detailed mechanical screening plan shall be submitted for review by the Design Review Subcommittee prior to building permit approval. Staff recommends that condition be made a part of the current approval.</i> <i>This standard may be met with condition of approval #8.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>17.64.020.R.1. Landscaping: The regulations and guidelines in this subsection apply to private property, including parking lots. Regulations and guidelines for the landscaping of streets are provided in subsection X, "Streets And Streetscapes", of this section.</p> | <p>a. The following areas shall be landscaped and regularly maintained to be free of weeds, overgrown vegetation, and litter:</p> <ol style="list-style-type: none"> (1) Unpaved portions of the site visible from public streets, sidewalks, plazas, parks, and other public spaces. (2) Common outdoor areas within any development. (3) Private and public surface parking lots. <p>b. Landscaping treatments shall include a combination of trees, grasses, shrubs, flowering plants, and flowers.</p> <p>c. All landscaped areas shall be irrigated with automatic drip irrigation systems that do not produce overspray on surfaces outside the planting area.</p> <p>d. All new trees planted in the community core district shall be species that are recommended and approved by the city arborist. All new trees shall have a caliper size of three inches (3") measured twelve inches (12") from the ground. If the species is not available in this size, a caliper of two and one-half inches (2 1/2"), measured twelve inches (12") from the ground, will be acceptable. Evergreen trees shall be at least eight feet (8') tall when planted. All trees shall have a minimum height of fourteen feet (14') when fully grown.</p> <p>e. In order to provide adequate pedestrian clearance, trees shall be pruned regularly so that there is at least seven feet (7') of vertical clearance between the lowest branches of the tree and the grade of the adjacent sidewalk or pedestrian walkway. They shall also be pruned to maintain the health, vigor, and natural shape of the tree, and to maintain vehicular clearance and sight lines.</p> <p>f. All trees shall have an adequately sized planting area. The size of the planting area shall be based on the amount of room needed for tree roots. Root barriers shall be used when trees are planted near pedestrian walkways and sidewalks.</p> <p>g. Shrubs shall have a minimum five (5) gallon container size.</p> <p>h. An exception to a development specification or design regulation (such as the built to line specification) is allowed if the exception will protect and preserve an established, healthy, and mature tree on the site. In cases where such a tree is protected and preserved, the exception to the development specification or design regulations shall be granted with verification of the city arborist and shall not require approval by the planning and zoning commission or city council. When proposed underground parking prohibits the preservation of mature and healthy trees, an assessment of alternatives shall be made by the planning department, city engineer, city arborist and the applicant. Such an assessment will include consideration of a parking demand plan.</p> <p>i. When a healthy and mature tree is removed from a site, it shall be replaced with a new tree. Replacement trees may occur on or off site.</p> <p>j. All landscaping shall be maintained in a healthy and attractive state and shall be watered, weeded, generally maintained, and replaced (if necessary) by the property owner/property manager.</p> <p>k. Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.</p> <p>l. The city arborist shall approve all parking lot trees. Trees that do not drop heavy</p> |

| Yes | No | N/A | Standard Number | City Standards and Conclusion |
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| | | | | <p>cones, sap, fruit, and seedlings shall be selected to minimize potential damage to cars in the parking lot.</p> <p>m. All surface parking lots shall be designed with the following landscaping features:</p> <p>(1) The use of porous or pervious surfaces in the parking lot design. These surfaces reduce the volume and rate of storm water runoff and can add to the visual character of the parking lot.</p> <p>(2) Landscaped planters shall be located between public sidewalks and parking lots. Landscaped planters shall be at least five feet (5') wide and shall be planted with a combination of shrubs, trees, and flowering plants. Planter walls shall be limited to a height of twenty four inches (24").</p> <p>(3) Trees may be planted in landscaped planters, tree wells in pedestrian walkways, and/or diamond shaped planter boxes located between parking rows. Diamond shaped planter boxes and tree wells shall be at least five feet (5') square. Tree gates and root guards shall be required for trees planted within pedestrian walkways.</p> <p>(4) Ground cover, low lying shrubs, and trees shall be planted within the planters and planter boxes. Tree grates or landscaping may be used in tree wells located within pedestrian walkways.</p> |
| | | | <i>Conclusion</i> | <p><i>The proposed landscaping includes trees with grates or planters and a mix of hardscape and landscaping. Specific species are not called out, and the plans are not entirely consistent. Staff recommends that original Design Review condition of approval #7 shall continue to apply and that the Design Review Subcommittee shall review and approve the final landscape design with the City Arborist.</i></p> <p><i>This standard may be met with condition of approval #7.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.S.1. Fences, Walls And Gates | <p>a. The design of fences and walls shall be compatible with the architecture of the building.</p> <p>b. Entrance arbors are allowed on fences/walls.</p> <p>c. Fences and walls shall have an articulated design. Articulation can be created by having regularly spaced posts, changing the height of the fence/wall, and by using different building materials at the base, posts, or the cap of the fence/wall. Flat walls, chain link fences, and barbed wire fences are prohibited.</p> <p>d. The maximum fence and wall height is four feet (4') within thirty feet (30') of the front property line and six feet (6') beyond thirty feet (30') of the front property line.</p> |
| | | | <i>Conclusion</i> | <p><i>Fences and walls are proposed to enclose the swimming pool and fire pit areas on the Washington Avenue and River Street side of the project. The applicant has stated that they will meet the height requirements but that a final design for the fence/wall elements has not been completed. As condition of approval #8, prior to building permit approval, detailed fence and wall designs shall be submitted for review and approval by the Design Review Subcommittee.</i></p> <p><i>This standard may be met with condition of approval #8.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.T.1. Site Lighting | <p>a. The following areas shall be illuminated at night to ensure the safety of users and to minimize opportunities for crime. Illumination shall conform to the city of Ketchum dark sky ordinance.</p> <p>(1) Intersection of streets.</p> <p>(2) Intersection of alleys and streets.</p> <p>(3) Surface parking lots.</p> <p>(4) Parking structures, including access points, elevators and stairwells.</p> <p>(5) Pedestrian walkways and paths.</p> <p>(6) Plazas.</p> <p>(7) Sidewalks.</p> <p>(8) Automated teller machines (ATMs).</p> <p>(9) All entrances to buildings, including rear and service entrances.</p> <p>(10) Garbage disposal areas.</p> <p>(11) Alleys.</p> <p>(12) Other areas that are routinely used by pedestrians.</p> <p>b. Site, building, and sign lighting shall be located and directed to light the</p> |

| Yes | No | N/A | Standard Number | City Standards and Conclusion |
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| | | | | intended area of illumination and to prevent off site glare impacts on adjacent buildings or properties. |
| | | | <i>Conclusion</i> | <i>The current application does not address exterior lighting. The original Design Review condition of approval #8 addressed this by requiring that a final lighting plan be submitted for review by the Design Review Subcommittee prior to building permit approval. Staff recommends that condition be made a part of the current approval. This standard may be met with condition of approval #8.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.U.1. Plazas, Pedestrian Walkways And Courtyards | <p>a. All plazas, pedestrian walkways, and courtyards shall be designed with an ornamental surface that is differentiated from the sidewalk and asphalt streets and parking lots. Appropriate types of ornamental paving include:</p> <ol style="list-style-type: none"> (1) Natural stone. (2) Turf block. (3) Brick. (4) Concrete unit pavers. (5) Concrete with special textures, colors, and patterns. <p>b. At least two (2) sides of a plaza or courtyard shall be defined by building facades with active ground floor uses (such as restaurants, retail stores, cafes, bars, etc.). Edges that are not defined by building facades shall be defined with landscaping features, such as trees, low planters, seating, a pergola with vines, or sculptures.</p> <p>c. All plazas and courtyards shall be designed with pedestrian amenities, such as seating, outdoor dining tables with umbrellas, winter ice rinks, planters, trees, vine covered pergolas, pedestrian scaled lighting, public artwork, outdoor fireplaces, and fountains.</p> <p>d. Plazas shall be illuminated from dusk to dawn. A combination of overhead lighting and lighted bollards shall be used.</p> <p>e. Plazas, pedestrian walkways, and courtyards that are paved shall be kept clear of snow and ice to ensure that the space is usable throughout the year.</p> |
| | | | <i>Conclusion</i> | <i>The proposed plaza at the rear of the building contains hardscape and landscaping elements, seating, fire pit areas and public art and is contained on two (2) sides by the hotel building. As noted in item R above, the landscape design is not fully developed. Staff recommends that original Design Review condition of approval #7 shall continue to apply and that the Design Review Subcommittee shall review and approve the final landscape design with the City Arborist. This standard may be met with condition of approval #7.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.64.020.V. 1. Parks | <p>a. Park improvements shall be designed to preserve mature trees, natural topographic features, rock outcroppings, and riparian and floodplain features.</p> <p>b. All parks shall be designed with pedestrian amenities, such as shaded trails and paths, seating areas, picnic tables, barbecue areas, planters, trees, vine covered pergolas, gazebos, drinking fountains, pedestrian scaled lighting, public artwork, and fountains.</p> <p>c. Parks shall be visible from streets, sidewalks, and adjacent uses to facilitate informal surveillance of the park and to increase safety and security. Edge treatments such as landscaping and fencing shall not block public views into the park. Parks shall not be isolated or walled off from the surrounding community.</p> <p>d. Lighting shall be provided for pedestrian paths, parking lots, restrooms, picnic areas, gazebos, and other structures within parks. Lighting shall be located and directed to control off site glare.</p> <p>e. Parks shall be designed with a combination of shaded areas to create cool areas during warm summer months and open space for solar access during the colder months. Canopy trees, trellises, gazebos, and/or other structures shall be provided to shade pedestrian paths, picnic areas, outdoor seating areas, and playgrounds.</p> |
| | | | <i>Conclusion</i> | <i>No parks are proposed within the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.W.1. Bicycle Parking | <p>a.</p> <p>(1) All developments within downtown are required to have bicycle parking. The minimum number of bicycle racks shall be determined by whichever of the following is greater:</p> <p>(A) Two (2) bicycle racks per use or business.</p> |

| Yes | No | N/A | Standard Number | City Standards and Conclusion |
|-------------------------------------|--------------------------|--------------------------|---|--|
| | | | | <p>(B) A number of bicycle racks that equals twenty percent (20%) of the required auto parking.</p> <p>(C) Two (2) bicycle racks per lot.</p> <p>(2) Schools are required to provide a minimum of one bicycle rack per ten (10) students or ten percent (10%) of required auto parking, whichever is greater. Recreation uses are required to provide a minimum of five (5) bicycle racks or ten percent (10%) of required auto parking, whichever is greater.</p> <p>b. A single bicycle rack shall meet the following criteria:</p> <p>(1) Support the bicycle upright by its frame in two (2) places.</p> <p>(2) Prevent the wheel of the bicycle from tipping over.</p> <p>(3) A U-lock should be able to lock the front wheel and the down tube of an upright bicycle or lock the rear wheel and seat tube of the bicycle.</p> <p>c. Two (2) or more single racks may be mounted in a row on a common base or attached in a row to a frame.</p> <p>d. Inverted "U" racks mounted in a row should be placed thirty inches (30") apart (on center) allowing enough room for two (2) bicycles to be secured to each rack and providing easy access to each bicycle.</p> <p>e. The rack should be anchored so that it cannot be stolen with the bikes attached. Racks that are large and heavy enough such that the rack cannot be easily moved or lifted with the bicycles attached do not have to be anchored.</p> <p>f. Bicycle racks may be placed on private property and public sidewalks. In both cases, the racks shall not be placed so that they block the entrance or inhibit pedestrian flow in or out of the building. If placed on a sidewalk or pedestrian walkway, they should be placed so that at least five feet (5') of sidewalk width is maintained.</p> <p>g. Where multiple racks are installed in rows with aisles separating the rows, the following dimensions apply:</p> <p>(1) Minimum aisle width should be forty eight inches (48"). The aisle is measured from tip to tip of bike tires across the space between racks.</p> <p>(2) Minimum depth should be seventy two inches (72") for each row of parked bicycles.</p> <p>(3) Areas with a high turnover rate should have a minimum aisle width of seventy two inches (72") and should have more than one entrance.</p> <p>h. Racks shall be mounted within fifty feet (50') of the entrance it serves, or as close as the nearest car parking space, whichever is closer.</p> <p>i. Racks shall be clearly visible from the entrance it serves.</p> <p><i>Conclusion</i></p> <p><i>The current design contains a 680 sf room dedicated to ski and bicycle storage, but does not indicate bicycle rack locations. In the original Design Review approval, it was noted that a total of 23 bicycle racks would be required based on the total parking requirement. However, locations of those racks had not been determined, and, per condition of approval #8, it was required that a final detailed bicycle rack plan shall be reviewed and approved by the Design Review Subcommittee prior to building permit approval. Staff recommends that original condition of approval #8 shall continue to apply.</i></p> <p><i>This standard may be met with condition of approval #8.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.X.1. Streets And Streetscapes | <p>a. Streetscape improvements shall be designed in compliance with the city approved cross sections for downtown streets.</p> <p>b. On street parallel parking spaces shall have a dimension of eight feet by twenty feet (8' x 20') (for non-ADA accessible spaces). On street angled parking spaces shall be provided at a forty five (45) to sixty degree (60°) angle. Angled parking spaces shall have a depth of eighteen feet (18') (as measured perpendicular from the curb face), and a width of nine feet (9') (as measured perpendicular to the stripes of the parking stall). A minimum distance of twenty feet (20') is required from the crosswalk or stop sign line to the first parking space.</p> <p>c. The sidewalk radius at street intersections shall be minimized to shorten the length of pedestrian crossings and to prevent vehicles from making turns at high speeds. The city of Ketchum streets department and fire department shall determine the minimum sidewalk radius when designing streetscape</p> |

| Yes | No | N/A | Standard Number | City Standards and <i>Conclusion</i> |
|-------------------------------------|--------------------------|--------------------------|---------------------------------|--|
| | | | | <p>improvement plans.</p> <p>d. All streetlight fixtures, traffic signals, traffic and directional signs, pedestrian wayfinding signs, parking signs, bicycle racks, parking meters, and fire hydrants shall be located within one to three feet (3') of the curb face.</p> <p>e. All streets shall be designed with streetlights. Streetlights shall be provided along all sidewalks at spacing intervals not to exceed sixty feet (60').</p> <p>f. Streetscape furniture and amenities shall be located to maintain a clear pedestrian path of at least five feet (5') in width.</p> <p>g. If permitted, tables, chairs, and other obstructions used for sidewalk dining shall be located to maintain at least five feet (5') of unobstructed sidewalk width.</p> <p>h. All streetlights, streetscape furniture, and amenities shall be consistent with a city approved list of approved furniture.</p> <p>i. Streetlights shall be scaled to pedestrians and shall be no taller than fourteen feet (14').</p> <p>j. Streetlights shall be equipped with hardware to allow flowerpots and banners to hang from the streetlight. At least seven feet (7') of vertical clearance shall be provided from the sidewalk to the bottom of the flowerpot or banner.</p> <p>k. Community organizations are allowed to hang banners from public streetlights with the approval of a sidewalk use permit. The planning director shall approve all banners that are hung from public streetlights. The Ketchum streets department shall be responsible for hanging all streetlight banners. The city reserves the right to charge a fee for the banners.</p> <p>l. All public sidewalks shall be heated to facilitate the removal of snow.</p> <p>m. All sidewalks shall be constructed of concrete pavers. Special paving features may be allowed on the sidewalks of unique streets within the downtown, such as Fourth Street and First Avenue.</p> <p>n. The project applicant shall be required to pay for new sidewalk, curbs, and gutters within the public right of way adjacent to the project site when the value of construction exceeds twenty thousand dollars (\$20,000.00).</p> <p>o. Root guards shall be installed for each street tree to minimize damage to the sidewalk.</p> <p>p. All street trees shall be irrigated with automatic drip irrigation systems that do not produce overspray on the sidewalk.</p> <p>q. All new trees shall have a caliper size of three inches (3") measured twelve inches (12") from the ground. If the species is not available in this size, a caliper of two and one-half inches (2 1/2"), measured twelve inches (12") from the ground, will be acceptable. Evergreen trees shall be at least eight feet (8') tall when planted. All trees shall have a minimum height of fourteen feet (14') when fully grown.</p> <p>r. In order to provide adequate pedestrian clearance, trees shall be pruned regularly so that there is at least seven feet (7') of vertical clearance between the lowest branches of the tree and the grade of the adjacent sidewalk or pedestrian walkway. They shall also be pruned to maintain the health, vigor, and natural shape of the tree, and to maintain vehicular clearance and sight lines.</p> <p>s. All trees shall have an adequately sized planting area. The size of the planting area shall be based on the amount of room needed for tree roots. Root barriers shall be used when trees are planted near pedestrian walkways and sidewalks.</p> <p>t. All street trees planted in the community core district shall be species that are recommended and approved by the city arborist.</p> <p><i>Conclusion</i></p> <p><i>Twelve (12) on street parallel parking spaces are currently proposed. The proposed street landscaping includes trees with grates. Specific species are not called out, and the plans are not entirely consistent. Staff recommends that original Design Review condition of approval #7 shall continue to apply and that the Design Review Subcommittee shall review and approve the final landscape design with the City Arborist.</i></p> <p><i>This standard may be met with condition of approval #7.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.64.020.Y.1. Signage Plans | a. Exposed support structures for signs, including, but not limited to, posts, poles and sign sides or edges, must be faced or covered with wood, stone or metal |

| Yes | No | N/A | Standard Number | City Standards and <i>Conclusion</i> |
|-----|----|-----|-------------------|---|
| | | | | <p>which is corrosion resistant, painted or anodized, or such other material as may be approved by the city as a reasonable, natural textured substitute.</p> <p>b. All freestanding signs shall have landscaping around the base of the support structure in order to provide a transition from the ground to the sign.</p> <p>c. All materials should prevent reflective glare.</p> <p>d. Simple and easy to read typefaces should be used on signs. Hard to read and overly intricate typefaces should be avoided.</p> <p>e. Signs that have symbols, characters, or graphics are encouraged. The symbol, character, or graphic should relate to the products sold in the business or to the name of the business.</p> <p>f. Signs that show depth and cast shadows are encouraged. Depth and shadows can be created by mounting individually cut letters and symbols on the sign base or carving letters and symbols into the base of the sign.</p> <p>g. Projecting signs are preferred over portable or sandwich board signs. Projecting signs generally are more effective for increasing visibility to both pedestrians and motorists.</p> <p>h. Sign materials and colors should complement the building facade. Basic and simple color applications are encouraged and vibrant colors should be avoided.</p> <p>i. The color of letters and symbols should contrast the base or background color of the sign to maximize readability.</p> <p>j. Signs shall not cover or obscure windows, doors, storefronts, building entrances, eaves, cornices, columns, horizontal expression lines, or other architectural elements or details.</p> <p>k. Signage on buildings with multiple tenants shall be limited to prevent sign clutter. Individual signs for tenants with ground floor storefront entrances are permitted. A directory sign with the names and suite numbers of all tenants without a ground floor storefront entrance may be provided at the lobby entrance for those tenants.</p> <p>l. An address marker shall be provided at the main entrance to all buildings.</p> |
| | | | <i>Conclusion</i> | <p><i>The original Design Review condition of approval #8 contained a provision that, prior to building permit approval, a Master Sign Plan, including circulation, shall be submitted for review and approval by the Design Review Subcommittee. Staff recommends that original condition of approval #8 shall continue to apply.</i></p> <p><i>This standard may be met with condition of approval #8.</i></p> |

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and zoning code, Title 17.
3. The Commission has authority to hear the applicant's Design Review Modification Application pursuant to Chapter 17.64 and 17.96 of Ketchum Code Title 17.
4. The City of Ketchum Planning Department provided adequate notice for the review of this application.
5. The project meets the standards of approval under Chapter 17.64 and 17.96 of Zoning Code Title 17.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **approves** this Design Review Modification application this Monday, February 23, 2015, subject to the following conditions:

1. Ketchum City Engineer, Utilities, Street, Fire and Building Department requirements shall be met through the building permit approval;
2. Design Review approval shall expire according to the requirements set forth in the PUD Development Agreement, Third Amendment dated November 3, 2014 for the project;
3. All Design Review elements as depicted in the Design Review Modification plans dated February 9, 2015, and as required through the conditions of approval shall be completed prior to final inspection/occupancy;
4. This Design Review approval is based on the plans dated February 9, 2015, and information presented and approved at the meeting on the date noted herein. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Commission or the Director of the Planning and Building Department or subject to Condition 7 below. Any building or site discrepancies which do not conform to the approved plans or conditions of approval may be subject to removal;
5. This Design Review approval is subject to the Planned Unit Development and Development Agreement approvals for Bald Mountain Lodge, LLC, most recently amended by the Third Amendment to the Bald Mountain Lodge Development Agreement dated November 3, 2014 and recorded as Instrument #623125 with the Blaine County Recorder;
6. Prior to issuance of a building permit the applicant shall receive a right of way encroachment agreement from the City for all right of way encroachments associated with the project;
7. A Design Review Subcommittee consisting of two Commissioners and the Director of the Planning and Building Department shall review and approve certain building and site planning elements including, but not limited to:
 - a) Final composition of all finish materials including, but not limited to, placement of stucco, cor-ten steel and wood siding;
 - b) Final lighting plan - All proposed outdoor lighting, including all balcony, façade and terrace lighting shall be detailed in the building permit plans and shall be dark sky compliant;
 - c) Final bicycle rack plan - Bicycle racks shall meet all requirements of Chapter 17.64 of the Ketchum Zoning Code and shall be installed prior to certificate of occupancy. The final number of required bike racks shall be determined by the Subcommittee. Washington Avenue shall be prioritized with regard to bike rack placement;
 - d) Location and screening of utility meters, transformers, pedestals and traffic light equipment. Plans will need to illustrate how this equipment is screened from public view;
 - e) A detailed plan illustrating how rooftop mechanical equipment will be screened and how rooftop snow retention and drainage will be achieved to ensure protection of

- public pathways, sidewalks and other public areas. Height of mechanical screening shall be limited to minimum necessary to provide adequate screening;
- f) Detailed fence and wall designs shall be submitted for review and approval by the Design Review Subcommittee; and
 - g) Complete Master Sign Plan of the entire building and grounds including circulation;
8. The Design Review Subcommittee and the City Arborist shall review and approve all landscaping within the public Right of Way and within the resort prior to building permit approval. This shall include review and approval of tree grates, guards, species and caliper sizes;
 9. The Design Review Subcommittee and the City Arborist and Public Works Director shall review and approve stamped civil engineered drawings for street and sidewalk improvements, showing grading;
 10. The Commission approves the proposed flat roof design and grants an exception to Ketchum municipal Code (KMC) Section 17.64.010.L.9.e.
 11. The Commission approves the proposed single roof access and grants an exception to KMC Section 17.64.010.L.9.c.
 12. Prior to issuance of a building permit, the applicant shall submit civil engineered on-site drainage plans for review and approval by the Design Review Subcommittee.

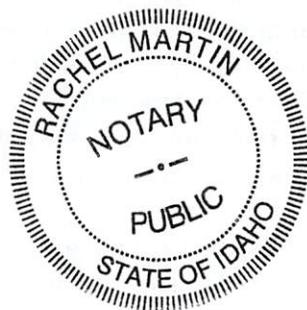
Findings of Fact **adopted** this 2nd day of April, 2015.


 Steve Cook, Vice Chair
 Planning and Zoning Commission

STATE OF IDAHO)
) ss.
 County of Blaine)

On this 2nd day of April, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Cook, known or identified to me to be the person whose name is subscribed to the within instrument.

WITNESS my hand and seal the day and year in this certificate first above written.




 Notary Public for Idaho
 Residing at: Blaine County
 Commission Expires: November 5, 2019

Exhibit C

**LIMELIGHT HOTEL
(FORMERLY BALD MOUNTAIN LODGE)
DEVELOPMENT AGREEMENT**

THIS LIMELIGHT HOTEL (FORMERLY BALD MOUNTAIN LODGE) DEVELOPMENT AGREEMENT ("**Agreement**") supersedes and replaces the original Development Agreement dated September 17, 2010, and all amendments entered thereafter and is entered into this 20 day of April, 2015 ("**Effective Date**"), by and between the CITY OF KETCHUM, IDAHO, a municipal corporation, ("**Ketchum**") and LIMELIGHT KETCHUM LLC (FORMERLY BALD MOUNTAIN, LLC), a Delaware limited liability company authorized to do business in the state of Idaho ("**Owner**"), and together with Ketchum the "**Parties**".

RECITALS

WHEREAS, Owner owns a parcel of land located at 151 South Main Street, Ketchum, Idaho, and more particularly described in Exhibit A attached hereto and incorporated herein by reference ("the Property"), currently zoned Community Core (CC);

WHEREAS, on September 23, 2009, Owner filed the following applications (collectively referred to as the "Original Applications") with Ketchum for development of the Property: (1) an application for a Planned Unit Development ("PUD") for the Bald Mountain Lodge Hotel to be developed on the Property; (2) an application for a conditional use permit ("CUP") for the PUD; and (3) an application for Community Core Design Review. This enables Ketchum to review all of the applications affecting the use and development of the Property in an integrated manner consistent with its comprehensive plan, as adopted and in effect on the Application Date, and other applicable ordinances and regulations of Ketchum;

WHEREAS, Owner supplemented the Original Applications on September 30, 2009 with a letter, revised hotel application certification of completeness, additional design drawings, and other addenda, again on October 27, 2009 with an updated height analysis, and again on April 8, 2010 with additional design drawings (referred to as the "Supplemental Applications," and together with the original Applications, the "Land Use Applications");

WHEREAS, Owner, as the owner of the Property, agrees to submit the Property to a development agreement pursuant to Idaho Code § 67-651 I A and Ketchum City Code Section 17.154;

WHEREAS, Ketchum is a municipal corporation having all of the powers and authority granted municipalities under the laws of the state of Idaho, including, without limitation, the authority to contract (Idaho Code § 50-301), to approve planned unit developments (Idaho Code § 67-6515), to approve special use permits (Idaho Code § 67-6512), and to enter into development agreements (Idaho Code § 67-6511A);

WHEREAS, Ketchum, having held all required public hearings and public meetings for consideration of said PUD and this Agreement; approving said PUD and this Agreement;

WHEREAS, Owner has agreed to the use restrictions and other limitations set forth herein and in the PUD Findings, Design Review Findings, and the Findings, defined in Section 1 below for the use and development of the Property;

WHEREAS, the Owner and Ketchum entered into the original Development Agreement on September 17, 2010, and such Agreement was amended on November 7, 2011; May 6, 2013; and November 3, 2014; and the Parties desire to further amend the Agreement and incorporate previous amendments into one document;

WHEREAS, this Agreement will replace and supersede the Development Agreement entered into on September 17, 2010 and the amendments thereafter;

WHEREAS, Ketchum and Owner enter this Agreement for the purpose of establishing certain rights and obligations of the Parties with regard to the development of the Property, including limitations as to the use, development, design, phasing, construction of necessary improvements (on-site and off-site) and mitigating the impacts directly attributable to the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, Ketchum and Owner hereby mutually covenant and agree as follows:

1. **DEFINITIONS.** Throughout this Agreement, the following terms will be defined as follows:
 - 1.1 "Application Date" means September 23, 2009.
 - 1.2 "Commission" shall mean the City of Ketchum's Planning and Zoning Commission.
 - 1.3 "Council" shall mean the City Council of the City of Ketchum.
 - 1.4 "Design Review" shall mean and include the procedures, criteria and standards established by Ketchum City Code 17.96, as adopted and in effect on the Application Date.
 - 1.5 "Design Review Findings" shall mean the findings of fact, conclusions of law and decision approving the Design Review application, adopted by the Commission on the 22nd day of March, 2010, as amended. The Design Review Findings are attached hereto as Exhibit B and incorporated by reference herein.
 - 1.6 "Effective Date" means the date this Agreement is fully executed by the Parties or the date on which the approvals described in the Findings are final, whichever occurs later.
 - 1.7 "Gross Square Footage" means gross floor area as defined in the Ketchum Zoning Ordinance.
 - 1.8 "Ketchum PUD Ordinance" shall mean Title 16, Chapter 16.08 of the Ketchum City Code, as adopted and in effect on the Application Date.
 - 1.9 "Ketchum Subdivision Ordinance" shall mean Title 16, Chapter 16.04 of the Ketchum City Code, as adopted and in effect on the Application Date.
 - 1.10 "Ketchum Zoning Ordinance" shall mean Title 17 of the Ketchum City Code, as adopted and in effect on the Application Date.

1.11 "Ketchum Comprehensive Plan" shall mean the Comprehensive Plan adopted on March 1, 2001 by Ketchum by Resolution No. 756.

1.12 "Ketchum" shall mean the City of Ketchum, Idaho, a municipal corporation, acting by and through its duly elected City Council, Mayor, and all of its agencies and departments.

1.13 "Land Use Applications" shall mean collectively the PUD Application, the CUP application and the Design Review Application, dated October 8, 2009; and any subsequent applications or amendments in effect as of the date of this Agreement.

1.14 "Owner" shall mean Limelight Ketchum LLC, a Delaware limited liability company, authorized to business in the State of Idaho, and its successors and assigns.

1.15 "Project" shall mean the development of the Property contemplated by this Agreement and described in the Site Plan.

1.16 "PUD Findings" shall mean the findings of fact, conclusions of law and decision approving the PUD application, adopted by the Council and signed by the Mayor on the 7th day of June, 2010, as amended. The PUD Findings are attached hereto as Exhibit C and incorporated by reference herein.

1.17 "Site Plan" shall mean the master plan for the Bald Mountain Lodge as depicted on the plans submitted to Ketchum dated April 8, 2010 and as amended by the owner and approved by the City, on file with the Ketchum Planning and Building Department.

2. LEGAL AUTHORITY. This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §§ 50-301, 67-6511A, 67-6512, and Ketchum City Code Chapters 16.08, 17.64 010 (I) (6), and 17.154.

3. CONDITIONS ON DEVELOPMENT. The Project shall be completed substantially as presented in the Site Plan and consistent with this Agreement.

3.1 Hotel. The hotel shall operate at industry-acknowledged four-star standards or higher and shall contain the components approved by the City through the PUD process.

3.1.1 Compliance with Hotel Definition. In order to meet the hotel definition as outlined in Chapters 17.64 010 (I) (6), and 17.08 of the Ketchum Zoning Code, lock-off hotel units shall be provided to meet the hotel definition, provided that such lesser amount shall be agreed to by Owner and the Design Review Subcommittee referenced in Section 3.3.7 below. The PUD Findings made by the City Council with regards to the definition of Hotel are particular to this Project, based on specific facts as outlined in the PUD Findings.

3.1.2 Residential Units. Only residential units may be condominiumized and sold separately. The hotel guest rooms shall not be condominiumized.

3.2 Parking. On-site parking will consist of an underground parking garage, which shall contain parking spaces adequate to meet City Code. The parking garage will also be available to the general public while using the conference center, day spa, restaurant and bar, subject to availability.

3.3 Design. The Project shall be completed substantially as presented in the plans dated April 8, 2010, and as altered by the PUD Findings, Design Review Findings and this Agreement. Building permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Commission or the Planning and Zoning Administrator. Any development of any portion of the Property substantially inconsistent with this Agreement or the Design Review Findings that is not approved by the Commission or the Zoning Administrator or without modification of the Design Review Findings, shall constitute a breach of this Agreement by the Owner. All Design Review elements as depicted in the Design Review plans dated September 22, 2009, as amended by the revised plans dated April 8, 2010 and by the Design Review Modification approved by the Planning Commission, signed on March 13, 2015, and required through the PUD Findings shall be completed prior to final inspection/occupancy. The Design Review Findings shall be valid per the terms of approval as outlined in Ketchum Zoning Code, Section 17.96.130.A.

3.3.1 Building Type and Bulk. The ceiling heights and marquees along all facades of the building shall be approved by the Design Review Subcommittee as defined in Section 3.3.7 below and meet the standards of a Building Type 6, hotel, except as otherwise approved through the approved waivers outlined in the PUD Findings. Compliance shall be reviewed and approved as set forth in the Design Review Findings. Any signs erected in connection with marquees shall be subject to separate sign permit approval.

3.3.2 Terrace Walls. Terrace walls along Washington Avenue and River Street shall be constructed as approved by the Design Review Findings.

3.3.3 Rooftop and Marquee Plans. Prior to building permit approval, Owner shall submit a detailed plan illustrating how rooftop mechanical equipment will be screened and how rooftop and marquee snow retention and drainage will be achieved. The snow retention and drainage plan shall be reviewed and approved as set forth in the Design Review Findings by the Design Review Subcommittee.

3.3.4 Marquees. All marquees may extend into the public right of way as described in the Waiver Requests set forth in Table 5 of the Findings as supplemented through Design Review.

3.3.5 Setbacks. The proposed 4th and 5th floor setbacks shall be as described in the Waiver Requests set forth in Item 7, Table 5 of the Findings as supplemented through Design Review.

3.3.6 Zoning Waiver Requests. Ketchum acknowledges the zoning and subdivision waivers set forth in Item 7 Table 5 of the PUD Findings, which are hereby incorporated by reference as though fully set forth in this Agreement.

3.3.7 Design Review Subcommittee. For purposes of Design Review and this Section 3.3.7, a Design Review Subcommittee of the Commission is hereby established and shall have the power and authority to approve, disapprove or conditionally approve the following: (i) those matters delegated to it by the Commission that are not contrary to or inconsistent with the Findings, and (ii) any Owner-requested non-material changes to the Design Review approval(s), or the construction elements required of this Agreement. The Design Review Subcommittee shall consist of three (3) persons, one of whom shall be the current director of the Planning and Building Department, one of whom shall be a current or former member of the Commission that approved the original Design Review approval(s),

and one of whom is a current member of the Commission as may be appointed by the Mayor and confirmed by the Council in the normal course. The members of the Design Review Subcommittee appointed by the Mayor and approved by the Council shall serve until they are replaced or the Project is completed. In the event that a member of the Design Review Subcommittee is unable or unwilling to serve, the Mayor shall appoint and the Council shall approve a replacement. The vote or written assent of any two members of the Design Review Subcommittee shall constitute action of the Design Review Subcommittee. The Design Review Subcommittee shall periodically report in writing all actions taken by it to the Commission. Any action by the Design Review Subcommittee adverse to the Owner is appealable by the Owner pursuant Chapter 17.144 of the City of Ketchum Zoning Code, entitled "Appeals".

3.4 Deliveries. Delivery vehicles associated with the Project, including the residential portion of the building, shall not interfere with the regular flow of traffic surrounding the building. Delivery vehicles shall not block the regular flow of traffic on First Street and shall not block the sidewalk along First Street.

3.5 Emergency Services. All fire code requirements of the Ketchum Fire Department shall be satisfied as outlined in the PUD Findings and/or Design Review Findings prior to the issuance of a building permit.

3.6 Bike Racks. The final number of bicycle racks required shall be determined by the Design Review Subcommittee and shall meet all requirements of the Ketchum Zoning Code, Chapter 17.64, prior to issuance of a certificate of occupancy. A significant number of such racks shall be installed along Washington Avenue. A detailed bicycle rack plan shall be reviewed and approved by the Design Review Subcommittee

3.7 Utilities. All water, sewer and other utility main lines, service lines, manholes and fire hydrants shall be as depicted in the preliminary civil drawings for the Project, prepared by Galena Engineering, dated September 30, 2009 and subsequent amendments, and maintained or improved as required by the Ketchum Water and Sewer Department.

3.8 CC&Rs. Owner agrees to record a declaration of covenants, conditions and restrictions ("CC&Rs") and a separate Condominium Declaration ("**Declaration**") against the Property. Owner shall form a condominium association ("**Association**") to address allocation of responsibility for maintenance of common areas associated with the condominiums. The Declaration shall include the following provisions:

- (a) The Association shall be required to maintain at its expense all of the common area associated with the condominiums.
- (b) No person or entity acquiring any portion of the Property shall be permitted to develop, construct, erect, or install any building, utility, improvement or landscaping which does not conform in all respects to this Agreement and the Site Plan.

3.9 Property Maintenance. Owner shall take reasonable steps to maintain the Property as may be required pursuant to Ketchum City Code until construction commences, including, but not limited to, landscape maintenance, irrigation of existing landscaping and noxious weed control.

4. STREETS, PARKING AND CIRCULATION. Right-of-way encroachments, right turn lane and curb line alignment, slope and drainage, and sidewalk widths shall be in accordance with this Section 4, to be reviewed and approved by the City Engineer, Street Department and Fire Department prior to issuance of a building permit. Prior to issuance of a building permit Owner shall apply for and obtain a right-of-way encroachment permit from Ketchum for all right-of-way encroachments associated with the Project.

4.1 Sidewalks. All sidewalks shall be approved by the City Engineer.

4.1.1 Washington Avenue Frontage. Owner shall present a final design scheme for Washington Avenue to City Council prior to building permit submittal.

4.2 Lighting. All lighting shall comply with the Ketchum Dark Sky Standards, Chapter 17, Ketchum Zoning Code. The use of Ketchum Streetscape Lighting Standards is required. Minimum lighting mitigation measures shall include: recessed, shielded and downward facing light fixtures.

4.3 Streets and Bridges Assurances. Owner shall enter into a Road Security Agreement with Ketchum establishing when Owner will be required to deposit funds, a letter of credit, bond, a set-aside letter, or other form of financial assurance acceptable to Ketchum, in an amount to be established to mitigate all material impacts to roads in Ketchum caused by construction traffic during the Project build-out. The Road Security Agreement shall reflect the City Engineer's methodology for determining the material damage to Ketchum's roads including reasonable evidence that would be used to determine the damage caused by construction traffic and the estimated cost of repair. Owner's engineer shall meet and confer with Ketchum's engineer to determine the required mitigation and associated cost based on the methodology. In the event that the engineers are unable to agree, they shall select a third engineer who shall determine the final cost, which shall be binding on the Parties. Prior to commencement of construction, Owner may choose to document current road conditions. Such documentation will be provided to the City Engineer and shall be utilized along with any other relevant documentation from Ketchum to determine if damage was caused by construction traffic as opposed to normal non-construction traffic.

4.4 Parking. Owner shall provide parking as set forth in Section 3.2 herein.

4.5 Washington Avenue. Owner shall make improvements to Washington Avenue between First Street and River Street pursuant to the final design scheme referenced in Section 4.1.4 herein. This section of Washington Avenue shall be designed to serve events and functions taking place at both Bald Mountain Lodge and the Forest Service Park.

4.6 Traffic Impact Analysis and Mitigation. The recommendations of the City Engineer and of Ryan Hales of Hales Engineering with regard to traffic circulation in and out of the porte-cochere shall be followed. These recommendations are outlined in the memo from Hales Engineering entitled "Ketchum-Bald Mountain Lodge TIA/1st Street Review" dated April 14, 2010, attached hereto as Exhibit D and incorporated herein by this reference.

4.7 Ketchum Gateway (Main Street / River Street Intersection). Owner shall plant street trees along Main Street consistent with the approved landscape drawings submitted during the Land Use Application Process. Owner agrees to participate financially and to work with Ketchum's Planning and Building staff and other entities to design the intersection of Main Street and River Street, including public/pedestrian amenities. Owner shall be responsible for the construction costs of one (1) of the

four (4) corners of said intersection.

5. INFRASTRUCTURE IMPROVEMENTS. Owner shall engineer, construct, and otherwise provide, at its sole expense, improvements, facilities and services (public and private) as provided in the PUD Findings and this Agreement.

5.1 Water and Sewer Service. Owner requests water and sewer service from Ketchum to the Property and Ketchum hereby agrees to provide such water and sewer service at the same fees as charged to equivalent users of Ketchum.

5.2 Utilities and Warranty. All utilities, including water, sewer, gas, cable, phone and electric shall be installed underground within the street rights-of-way. This includes on site and off site utilities: no new above-ground utility lines are permitted. Detailed engineered construction drawings and specifications for construction of such improvements shall be prepared by Owner and approved by Ketchum prior to construction. Prior to acceptance of any such improvements to be dedicated to Ketchum, Ketchum shall inspect and approve same and Owner shall provide Ketchum with "as built" drawings thereof. Owner hereby warrants that to the best of its knowledge the "as built drawings" are substantially correct and Owner shall, for a period of one (1) year from Ketchum's receipt of said drawings, be liable and hold Ketchum harmless for any damage which may result from material efforts in said drawings after acceptance by Ketchum of said utilities unless such damage is caused directly or indirectly by the acts or omissions of Ketchum, or its agents or contractors.

5.3 Transfer of Warranties. Owner agrees to assign any warranties accruing to it and arising out of construction of the improvements described in this Section remaining in effect at the time such improvements are transferred and/or dedicated to Ketchum, subject to all applicable state and federal laws.

6. GREEN BUILDING PRACTICES. The Project shall, at a minimum, meet the Requirements of and receive LEED "Certified" Certification as outlined by the United States Green Building Council's Leadership in Energy and Environmental Design ("**LEED**") Program. In addition, the Project shall meet or exceed the minimum requirements set forth in the currently adopted version of the International Energy Conservation Code ("**IECC**").

7. LOCAL OPTION TAXES. The Project shall be subject to the provisions of Ketchum Municipal Code Chapter 3.12, relating to local option taxes ("**LOT**"), as follows:

7.1 Housing Unit Rentals. As of the Effective Date, Ketchum Municipal Code Section 3.12.030(B) imposes an additional one percent (1%) hotel-motel room occupancy sales tax on receipts from all short term (30 days or less) rental charges for hotel rooms, motel rooms, condominium units, tourist homes and the like. So long as the Ordinance is in effect, the owner of the hotel resort, as to completed hotel units only, and each condominium unit owner, as to his or her condominium unit(s) only, shall comply with the subject tax. Nothing herein shall be deemed or construed to require the owner of a housing unit within the Project to pay any local option tax to occupy their own unit. Further, the obligation to pay local option tax shall not apply to the rental of workforce housing units. Nothing herein creates an independent tax obligation to the Owner unless the Owner is also the owner of the hotel resort, or the owner of one or more of the condominium units at the resort at the time the tax accrues.

7.2 Building Materials. As of the Effective Date, Ketchum Municipal Code Section 3.12.030(A) imposes a one percent (1%) sales tax upon each sale at retail within the City of Ketchum. So long as the Ordinance is in effect, Owner shall comply with the subject tax.

7.3 Amendments to LOT Ordinance. Any amendments to or repeal of Ketchum's Local Option Tax Ordinance and/or Idaho law relating to such local option taxes shall also apply to and modify this Section 7 to the extent of such amendment(s) and/or repeal.

8. CONSTRUCTION TIMELINE AND INCENTIVES. Owner acknowledges Ketchum's desire for a construction commencement date at the earliest possible time. Ketchum, having exercised its discretion in approving this Agreement, the PUD Findings and Design Review Findings, shall act reasonably and in good faith when processing the approval or issuance of such applications, permits, plans, specifications, plats, and/or entitlements for the Project as may be necessary or prudent in order to implement the Project, and consistent with the Ketchum City Code and applicable State and / or federal laws, so that Owner will have the benefit of the incentives provided Section 8.1, 8.2 and 8.3 below. In regards to the obligations in this Section 8, time is of the essence. In consideration of Owner's option to commence construction as soon as possible, Ketchum agrees to the following construction incentives:

8.1 Timeline A. The Project shall receive the following waivers if a building permit is applied for by May 31, 2015 and construction commences by November 30, 2015. If a building permit is not applied for by May 31, 2015, construction does not commence in November 30, 2015 and the certificate of occupancy for the hotel portion of the Project is not approved by June 30, 2018, these waivers shall not apply.

8.1.1 Community Housing. The community housing requirement of 7,444 square feet or approximately \$2.36 million in-lieu payment is waived in its entirety (based on extension of the Hotel Community Housing Waiver in the Community Core Zoning District).

8.1.2 Employee/Workforce Housing. The employee housing requirement is waived in its entirety.

8.1.3 Infrastructure Partnering. Owner will construct and pay for all Project infrastructure requirements including undergrounding of power lines and installation of street improvements. The Urban Renewal Agency ("URA") is an agency of Ketchum whose purpose is to encourage and provide financial support to the redevelopment and revitalization of Ketchum. Ketchum agrees to recommend to the URA that the URA reimburse Owner for costs of qualified public infrastructure improvements. Qualified public infrastructure improvements may include: power line undergrounding and design, curb gutter and sidewalks, street improvements, water and sewer utility improvements, and design, storm water improvements and design and other improvements so designated as general public improvements. Said reimbursed costs may equal up to fifty percent (50%) of the annual URA tax increment revenue generated from the Project up to a total of \$1.5 million over the life of the URA, whichever is less. If approved, said reimbursement will be paid annually via URA tax increment revenues generated by the Project. A repayment plan may be developed at such time as substantial URA tax increment revenues are generated from the Project, at which time total URA tax increment revenues associated with this Project shall be recalculated. Ketchum agrees to cooperate with Owner in coordinating the appropriate formal URA applications and use its best efforts to propose reimbursements for the above defined improvements. URA financing and projects are also subject to

applicable Idaho and federal law. Owner hereby acknowledges and agrees that there is no guarantee that URA funding will be available for this Project.

8.2 Timeline B. The Project shall receive the following waivers if a building permit is applied for by May 31, 2016 and construction commences by November 30, 2016. If a building permit is not applied for by May 31, 2016, construction does not commence by November 30, 2016 and the certificate of occupancy for the hotel portion of the Project is not approved by June 30, 2019, these waivers shall not apply.

8.2.1 Community Housing. The community housing requirement of 7,444 square feet or approximately \$2.36 million in-lieu payment is waived in its entirety (based on extension of the Hotel Community Housing Waiver in the Community Core Zoning District).

8.2.2 Employee/Workforce Housing.

- (a) Ketchum will waive fifty percent (50%) of the total employee housing requirement. The remaining fifty percent (50%) of the employee housing fee (\$1.38 million) shall be paid via one of the following options:
 - (i) Construction of employee housing units within the city limits or the Area of City Impact (as defined in the Ketchum Municipal Code), which construction can include concepts of partnership with Ketchum or other entities;
 - (ii) Payment via a real estate transfer fee, with the transfer fees accruing to the Ketchum Housing In Lieu Fund at the time of closing of each unit; or
 - (iii) By another method determined by Owner and approved by Ketchum.
- (b) If the remaining employee housing requirement is to be paid through real estate transfer fees, a minimum of thirty percent (30%) of the total required in-lieu fee shall be paid within one (1) year of issuance of the certificate of occupancy for the hotel portion of the Project. The remaining fee shall be paid at the closing of each residential unit, at the rate of four percent (4%) of the remaining fee per unit closed until paid in full. In the event the foregoing schedule does not result in one hundred percent (100%) of the fees being paid within ten (10) years of the issuance of the certificate of occupancy for the hotel portion of the Project, any remaining balance will be due and payable at the end of such ten (10) year period.

8.2.3 Infrastructure Partnering. Owner will construct and pay for all Project infrastructure requirements including undergrounding of power lines and installation of street improvements. The URA is an agency of Ketchum whose purpose is to encourage and provide financial support to the redevelopment and revitalization of the City. Ketchum agrees to recommend to the URA that the URA reimburse Owner for costs of qualified public infrastructure improvements. Qualified public infrastructure improvements may include: power line undergrounding and design, curb gutter and sidewalks, street improvements, water and sewer utility improvements, and design, storm water improvements and design and other improvements so designated as general public improvements. Said reimbursed costs may equal up to fifty percent (50%) of the annual URA tax increment revenue

generated from the Project up to a total of \$1.5 million over the life of the URA, whichever is less. If approved, said reimbursement will be paid annually via URA tax increment revenues generated by the Project. A repayment plan may be developed at such time as substantial URA tax increment revenues are generated from the Project, at which time total URA tax increment revenues associated with this Project shall be recalculated. Ketchum agrees to cooperate with Owner in coordinating the appropriate formal URA applications and use its best efforts to propose reimbursements for the above defined improvements. URA financing and projects are also subject to applicable Idaho and federal law. Owner hereby acknowledges and agrees that there is no guarantee that URA funding will be available for this Project.

8.3 Timeline C. In the event a building permit is not applied for and construction does not commence as outlined in Timelines A or B, the PUD CUP shall be valid for a period of four (4) years from the Amended PUD Findings of Fact (May 6, 2013) to May 6, 2017. An application for building permit shall be submitted by May 6, 2017, unless extended by Council upon written request by Owner prior to the CUP expiration. A written request for extension of the CUP must be received by Ketchum within sixty (60) days of the expiration of the CUP. Waivers to the community housing and employee housing requirements shall not apply under this timeline.

8.3.1 Community Housing. Owner shall fulfill the workforce housing requirement prior to building permit approval for the hotel. Fulfillment of the requirement shall include development of a workforce housing plan to be approved by the City Council prior to building permit approval. The following is a list of several options that may be pursued in developing the work force housing plan:

- (a) Provide housing via new construction within the City of Ketchum;
- (b) Fulfill the requirement via master leasing of existing units within the City of Ketchum;
- (c) Agree to a real estate transfer fee wherein all fees would be dedicated to the development, construction or maintenance of work force housing in the City of Ketchum;
- (d) Agree to a revenue-based fee based on the profits derived from the hotel;
or
- (e) Develop a workforce housing plan that incorporates several of these options.

8.3.2 Employee/Workforce Housing. Owner shall be required to provide a detailed Employee Housing Plan, which provides for housing for thirty (30) employees on a site acceptable to Council and within Ketchum city limits.

- (a) The Employee Housing Plan shall contain the following elements:
 - (i) Salary/hourly wages (current dollars) for the various income categories of employees;
 - (ii) The expected number of each level of employee that is intended to be served by the employee housing units;
 - (iii) Which employee category will be served by which type/size of units;
 - (iv) Information on anticipated rental rates (in current dollars) or subsidized and/or free rent to employees, including whether

- utilities and homeowner' s dues (if any) will be included in the proposed rates;
- (v) Establishment of maximum occupancy per unit type (i.e. one person per one bedroom unit; two persons per two bedroom units);
 - (vi) Location of units to be within Ketchum city limits;
 - (vii) A matrix on the breakdowns of the different types of units (1 BD; square footage; total number of units; anticipated rent, etc.);
 - (viii) The priority system for occupancy of these units (i.e. first availability to full-time employees, second to seasonal employees, and third to persons that are verified to be working in the City of Ketchum);
 - (ix) What units will be available and how the pool of units available will be determined;
 - (x) What minimum standards will be used to determine employee eligibility to live in the employee housing (i.e. whether full-time status is required and what constitutes full-time status);
 - (xi) How the overflow of demand of units by employees will be handled (i.e. priority system); and
 - (xii) Information on housing families with children and/or married couples.
- (b) The proposed Employee Housing Plan shall meet minimum size thresholds and income categories established by BCHA and/or Ketchum.
 - (c) Owner shall submit the following information to Ketchum in connection with the Employee Housing Plan:
 - (i) Wage/salary range and a breakdown of the number of employees within each classification (full-time, part-time, seasonal, etc.);
 - (ii) Information on the type of housing provided per employee classification;
 - (iii) Costs incurred in rent (and utilities) and transportation/parking by employees;
 - (iv) Details on anticipated lease terms/rental agreements for employees housed on-site; and
 - (v) Anticipated transportation and parking scenarios for both on-site and commuting employees.
 - (d) The Employee Housing Plan shall be submitted and approved by Council as an amendment to this Agreement and shall be recorded prior to issuance of a building permit.

- (e) All of the required employee housing shall be available prior to the issuance of any certificates of occupancy for the hotel, or any other uses in the hotel.

8.3.3 Infrastructure Partnering. Owner shall contribute a proportionate share to the underground relocation of overhead utility lines as more particularly set forth in Section 10 herein.

8.3.4 Additional Traffic Study. If the Owner does not comply with timelines A or B, Owner agrees to complete a revised traffic study, which includes new traffic baseline data. Said traffic study may result in modifications to approvals related to traffic and circulation.

9. CONSTRUCTION STAGING AND MITIGATION. A detailed Construction Staging and Mitigation Plan, including at a minimum provisions for off-site employee parking, off-site storage of bulk materials, and required right-of-way encroachments during construction, shall be submitted and approved by the Ketchum Building Department prior to building permit approval. Owner is encouraged to use local contractors wherever possible.

10. ELECTRIC POWER. Owner acknowledges the Franchise Agreement between Ketchum and Idaho Power Company prohibits above ground installation of new electric transmission lines. Owner shall pay its proportionate share for underground relocation of overhead utility lines based on the frontage of the subject property along River Street. Said contribution shall be utilized by Ketchum solely for the relocation of power lines from overhead to underground for the Project. Ketchum and Owner agree that other businesses and property owners, as well as the general public will benefit from the above. In regards to such underground relocation, Ketchum and Owner shall, in good faith, attempt to negotiate an agreement to the effect that the portion of the costs in connection with such development of the electric power lines benefitting properties other than the Property shall be paid by the following, in order of preference: (1) the franchise agreement fund; (2) a local improvement district ("LID") formed by Ketchum for that purpose; (3) by URA funds; (4) Ketchum general funds; and (5) reimbursement to Owner from the service connection charges collected from such other benefited property owners who otherwise have not paid or contributed their proportionate share toward upgrading and undergrounding the electric power lines. In all instances, the Agreement referred to in this Section shall be made in accordance with local and State law. In the event Ketchum and Idaho Power do not complete undergrounding of electric power lines as a city project, Owner may relocate the power lines directly adjacent to the Project as an off-site improvement.

11. FINANCIAL ASSURANCE AND ASSISTANCE.

11.1 Hold Harmless. Owner is responsible for all costs associated with the construction and maintenance of the Project as approved in the Findings and described herein, and hereby holds Ketchum harmless for any financial obligations related thereto.

11.2 Performance, Payment and Reclamation Bonds. Upon issuance of the building permit for the Project, Owner shall provide financial assurances to Ketchum, in the form of letter(s) of credit, bonds or other similar instrument to demonstrate to Ketchum Owner's ability to complete the permitted construction.

11.3 Public Funding Opportunities. Ketchum agrees to reasonably cooperate with Owner in exploring public funding opportunities for financial assistance with any of Owner's obligations under

this Agreement.

11.4 Lender Letter of Assurance. Owner agrees to provide a "comfort letter" from its proposed Project Lender(s) prior to execution of this Agreement. Such letter should memorialize any existing relationship between Owner and Lender(s), and the Lender(s)' interest in financing the Project subject to market conditions and Lender(s)' internal credit underwriting policies.

11.5 Right of Entry. Owner hereby grants Ketchum a license to enter upon the Property, during business hours and upon reasonable advance written notice, with Owner or Owner's representatives having the right to be present during such times, to (a) inspect the same, (b) determine if Owner is complying with this Agreement, and (c) to undertake the cure of any default of Owner; provided, however, all such cures shall be performed as promptly as possible and so as to cause the least interference to guests, invitees and other occupants of property in the Project. Ketchum agrees to indemnify, defend and hold harmless Owner from any and all liability, claims, damages, expenses, judgments, proceedings and causes of action of any kind whatsoever, arising out of Ketchum's exercise of the license granted herein, including injuries to Ketchum employees, or Ketchum's agents or representatives while on the Property.

12. AGREEMENT TO COOPERATE; JOINT DEFENSE AND CONFLICT WAIVER. The Parties agree at all times to cooperate and exercise good faith to achieve the purposes of this Agreement. In the event any legal or equitable action or other proceeding is instituted by a third-party or other governmental entity or official challenging the validity of any provision of Ketchum's approval and/or implementation of the PUD Findings, the Design Review Findings or this Agreement, the Parties hereby agree to cooperate in defending such action or proceeding. Ketchum and Owner may agree to select mutually agreeable legal counsel to defend such action or proceeding with the parties sharing equally in the cost of such joint counsel, or each party may select its own legal counsel at each party's expense. All other costs of such defense(s) shall be shared equally by the parties. Each party shall retain the right to pursue its own independent legal defense.

13. SALE OR TRANSFER OF THE PROPERTY.

13.1 This Agreement shall run with the land comprising the Property, and shall be binding upon and benefit Owner, its assigns, and any successor in interest to any portion of the Property, as provided in this Agreement. All duties, rights, covenants and obligations of Owner

under this Agreement, are freely assignable in whole or part, at Owner's discretion to a third party or parties, who either invest in all or part of the Project by purchase of a majority or minority interest in the Owner's company or by joint venture or other type of arrangements, or by purchase the Property in fee title. In the event that Owner or a successor in interest to Owner, sells or transfers the Property, or any portion thereof, written notice of said transaction shall be given to Ketchum no less than thirty (30) days prior to closing.

13.2 The purchasers of condominium units therein for which final occupancy permits have been issued by Ketchum shall be subject to those portions of this Development Agreement regarding the CCRs, transfer fees, adherence with building standards and Ketchum City Code requirements regarding their use of their property. Owner agrees for itself, its successors and assigns that the CC&Rs recorded for the Project shall contain the covenants set forth in Section 3.8 herein, to be observed by Owner, its successors and assigns. The CC&Rs relating to the continuing obligation of all subsequent

purchasers of any interest in the Property to abide by the requirements of Ketchum approvals therefore cannot be amended absent Council's prior written approval. Upon conveyance of a condominium unit to a third party, except as otherwise provided in this Agreement, the lien and encumbrance of this Agreement shall be automatically released from said unit.

14. AMENDMENT OF AGREEMENT AND CHANGES TO DEVELOPMENT PLAN. This Agreement shall be amended or terminated, in whole or in part, only by the mutual consent of the Parties, executed in writing after proper notice and public hearing before the Council. Ketchum agrees that Owner has the right to undertake and complete the development of the Property in the manner and to the extent set forth and pursuant to this Agreement, the PUD Findings, the Design Review Findings, and all approvals by Ketchum as referenced in this Agreement, including, without limitation, the Site Plan, the Conditional Use Permit, and the approved Land Use Applications (collectively, the "Approvals").

15. DEFAULT AND ENFORCEMENT. In the event either party, their respective heirs, successors, assigns or any other person acquiring an interest in the Property, fails to faithfully comply with all of the terms and conditions included herein resulting in a material violation of this Agreement or the PUD Conditional Use Permit, the PUD Findings, the Design Review Findings, or any material violation of any condition thereof, and following the cure period provided in Section 15.4 below, the same shall constitute an "Event of Default" entitling the non-defaulting party to all legal and equitable remedies available, as described in Section 15.3 below.

15.1 Events of Default. A petition filed by Owner under any bankruptcy, reorganization, arrangement, insolvency, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, that is not dismissed within ninety (90) days after such filing (a "Bankruptcy Filing") shall also constitute an Event of Default of this Agreement and shall entitle Ketchum to seek all available legal and equitable remedies as described in Section 15.3 below. Notwithstanding the foregoing, however, or any contrary provision herein, Ketchum shall not have the right to place a moratorium as described in Section 15.3 below on the basis of a Bankruptcy Filing alone without the existence of an Event of Default as described in the first paragraph of this Section 16 above.

15.2 Waiver. A waiver by a party of any default by the other party of any one or more of the covenants or conditions hereof shall apply solely to the breach or breaches so waived and shall not bar any other rights or remedies or apply to any subsequent breach of any such or other covenants and conditions.

15.3 Remedies and Specific Performance. In the event of a material violation of this Agreement or the PUD Conditional Use Permit, or any material violation of any condition thereof, or the PUD Findings or Design Review Findings, the Parties shall have the right, without prejudice, to specific performance, or any other rights or remedies available under the Ketchum City Code or Idaho law, including but not limited to the right to demand the non-defaulting party to cure such default or enjoin violation and otherwise enforce the requirements contained in this Agreement. Ketchum shall also have the right to place a moratorium on further approvals under the PUD Conditional Use Permit issued pursuant to this Agreement and the PUD Findings in the event of and during the continuance of an Event of Default which is not cured, by motion of the Council after notice and an opportunity to cure, followed by a due process hearing upon at least sixty (60) days written notice to Owner.

15.4 Right to Cure. In the event of a material breach of this Agreement or a material breach of the Findings, the Parties agree that Ketchum and Owner shall have sixty (60) days after delivery of

notice of said breach to cure and correct the same prior to the non-breaching party seeking any remedy provided for herein; provided, however, in the event that the default or breach cannot with diligence be cured within such 60-day period, if the defaulting party shall commence to cure the same within such 60-day period, and thereafter prosecute the cure of same with diligence, then the time within which such breach may be cured shall be extended for such period as necessary to complete the cure.

16. **NO PRECEDENT.** The issuance of this PUD, Development Agreement and Conditional Use Permit shall not be considered a binding precedent for the issuance of other conditional use permits. This permit is not transferable from one parcel of land to another.

17. **POLICE POWERS.** Nothing contained herein is intended to limit the police powers of Ketchum or its discretion in reviewing subsequent applications regarding development and construction of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation, applicable building codes, fire codes, zoning ordinances, subdivision ordinances, or comprehensive plan provisions, unless expressly provided herein.

18. **TIMELINES.** Time and timely performance are of the essence of this Agreement.

19. **RELATIONSHIP OF PARTIES.** It is understood the contractual relationship between Ketchum and Owner is such that Owner is not the agent, partner, or joint venturer of Ketchum.

20. **FORCE MAJEURE.** If either party hereto is delayed in the performance of any of its obligations hereunder because of inclement weather; material shortages; labor shortages; unavailability of gas, electric or other utilities through no fault of Owner; dispute or strike; civil strife; acts beyond the control of the delayed party including, ^, acts of God; and actions by the United States of America or the State of Idaho, or Ketchum or any of their agencies, the time of performance for completion of such amenity or improvement shall be extended for the same time as lost by the cause hereinabove set forth.

21. **ATTORNEY FEES AND COSTS.** If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs incurred with regard to such action including, without limitation, any appeals.

22. **NOTICES.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Ketchum shall be addressed as follows:

City of Ketchum
P.O. Box 2315
Ketchum, Idaho 83340

Notices required to be given to Owner shall be addressed as follows:

Aspen Skiing Company
c/o Don Schuster and Mark Vogeles
PO Box 1248
Aspen, CO 81612

c/o James D. Garrison
PO Box 3156
Sun Valley, ID 83353

With a copy to:

Rana Dershowitz
Vice President and General Council
Aspen Skiing Company
PO Box 1248
Aspen, CO 81612

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

23. **NO WAIVER.** In the event Ketchum or Owner do not strictly comply with any of their obligations or duties herein, thereby causing a default of this Agreement, or any forbearance of any kind that may be granted or allowed by Ketchum or Owner to the other under this Agreement shall not in any manner nor in any way be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this Agreement or any subsequent default.

24. **RECORDATION.** This Agreement, including subsequent amendments thereto, shall be recorded in the Office of the Blaine County Recorder, Hailey, Idaho.

25. **PARTIAL INVALIDITY.** In the event any portion of this Agreement or part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the full and complete Agreement of and between the parties hereto. No representations or warranties made by the Parties, or their officers, employees or agents shall be binding unless contained in this Agreement or subsequent written amendments thereto.

27. **NO PRESUMPTION.** No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

28. **NO THIRD PARTY BENEFICIARIES.** Nothing contained herein shall be deemed or construed to create any third party beneficiaries or third party rights.

29. **RULES OF CONSTRUCTION.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive. The captions to paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs. Where there is a conflict between the terms of the PUD Findings or Design Review Findings and this Agreement, including any amendments thereto, the terms of this Agreement shall control, followed by the PUD Findings, the Design Review Findings, and any subsequently adopted findings.

30. **CHOICE OF LAWS.** This Agreement shall be construed in accordance with the laws of the state of

Idaho in effect at the time of the execution of this Agreement.

31. **EXHIBITS.** Attached to this Agreement and made a part of this Agreement by reference are the following Exhibits:

- A- Legal Description
- B - Design Review Findings
- C - PUD Findings
- D -Traffic Impact Analysis

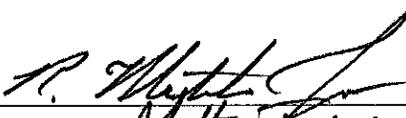
33. **RECITALS INCORPORATED.** The recitals set forth in this Agreement are hereby incorporated herein by reference.

34. **AUTHORITY TO EXECUTE.** Each of the persons executing this Agreement represent and warrant that he has the lawful authority and authorization from their respective entities to execute this Agreement, as well as all applications, plats and other documents required hereunder, for and on behalf of the entity executing this Agreement.

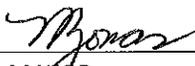
35. **RELIANCE BY KETCHUM.** This Agreement is intended by Owner to be considered by Ketchum as part of the Land Use Applications. Owner acknowledges and intends for Ketchum to consider and rely upon this Agreement in Ketchum's review and consideration of said Land Use Applications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in accordance with the laws of the state of Idaho, the date and year first written above.

LIMELIGHT KETCHUM LLC, a Delaware limited liability company

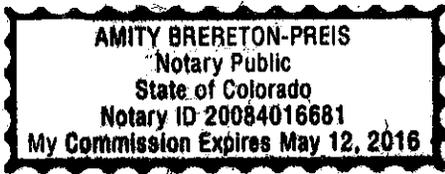
By: 
Name: Matt Covey
Title: VP, COO

CITY OF KETCHUM, IDAHO

By: 
MAYOR

STATE OF WASHINGTON, Colorado)
County of King PITKIN) SS

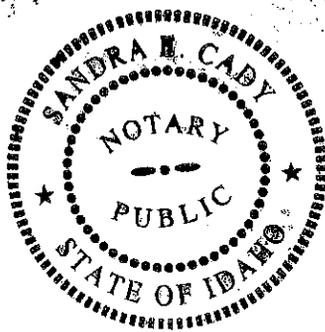
On this 2 day of July, 2015, before me, a Notary Public in and for said State, personally appeared Matthew Jones, known or identified to me to be a Managing Member of LIMELIGHT KETCHM LLC, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



[Signature]
NOTARY PUBLIC FOR ~~DELAWARE~~ Colorado
Residing at ASPEN, COLORADO, PITKIN COUNTY
Commission expires 5/12/16

STATE OF IDAHO,)
County of Blaine) SS

On this 18th day of May, 2015, before me, a Notary Public in and for said State, personally appeared NINA SONAS, Mayor of the City of Ketchum, Idaho, known or identified to me to be the person whose name is subscribed to the within instrument as the Mayor of the City of Ketchum, Idaho, and acknowledged to me that he executed the same as Mayor of the City of Ketchum, Idaho.



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at in Blaine County
Commission expires 11-20-2019