

AGENDA
HAILEY PLANNING & ZONING COMMISSION
Monday, November 10th, 2014
Hailey City Hall
5:30 p.m.

Call to Order

Public Comment for items not on the agenda

Consent Agenda

CA 1 Motion to approve minutes of October 14th, 2014

New Business and Public Hearings

NB 1 Consideration of a city initiated text amendment to the Zoning Ordinance 532 to amend Article 7, Supplementary Location and Bulk Requirements, Section 7.1.10 which addresses the keeping and raising of chickens. The amendment proposes to increase the maximum number of laying hens allowed, amends language addressing locations for the keeping of chickens, and amends the minimum lot size required for the keeping and raising of chickens.

NB 2 Consideration of an application for a Subdivision of Lot 6, East Hailey Meadows Subdivision, by creating four residential condominium units and accompanying common spaces. The new subdivision is proposed to be East Hailey Condominiums consisting of a total property area of 9,448 square feet. Current zoning of the property is Limited Residential 1 (LR-1). The existing structure houses four apartment units and no new construction is necessary for the condominium conversion.

NB 3 Consideration of an application for a Subdivision of Lot 20A, Block 8, Hailey Townsite, by creating two townhouse sublots to be known as Chestnut Street Townhomes. Sublot 1 consists of .05 acre and Sublot 2 consists of .10 acre and the total development comprises .15 acre. Current zoning of the property is General Residential (GR). The existing structure houses two apartment units and no new construction is necessary for the townhouse conversion.

NB 4 Consideration of a Design Review application by Russell and Dana Marino, represented by Jolyon H Sawrey, for Design Review of a new single family dwelling, located at Hailey Townsite, Block 5, Lot 15A (630 South River Street), within the General Residential (GR) and Townsite Overlay (TO) Zoning Districts.

NB 5 Consideration of a Design Review application by Kirsten Ritzau, represented by Eddy Svigdal, for Design Review of an addition to an existing single family home, located at Lots 18, 19, & 20, Block 59, Hailey Townsite (412 North 2nd Avenue), within the General Residential (GR) and Townsite Overlay (TO) Zoning Districts.

NB 6 Consideration of an application for a wireless permit submitted by Idaho Military Division for a new wireless facility to be located at Lot 7A, Block 28, Hailey Townsite, for the purposes of public safety communications.

Old Business

Commission Reports and Discussion

Staff Reports and Discussion

SR 1 Discussion of current building activity and upcoming projects

SR 2 Discussion of the next Planning and Zoning meeting: Monday, November 24th, 2014
(no documents)

Adjourn

Minutes

**MINUTES OF THE
HAILEY PLANNING & ZONING COMMISSION
Tuesday, October 14th, 2014
Hailey City Hall
5:30 p.m.**

Present: Jay Cone, Owen Scanlon, Regina Korby, Janet Fugate, Dan Smith

Absent: None

Staff: Micah Austin, Kristine Hilt

Call to Order

5:30:33 PM Chair Cone called the meeting to order.

Public Comment for items not on the agenda

None.

Consent Agenda

CA 1 *Motion to approve minutes of September 8th, 2014*

CA 2 *Motion to approve Findings of Fact and Conclusions of Law for a Design Review Exemption application by Creative Edge Computers, represented by Robbie and Carole Freund, for the replacement of exterior siding, located at 409 South Main Street (Lots south ½ of 3, 4, 5, Block 17, Hailey Townsite) within the Townsite Overlay (TO) and Business Districts (B).*

5:31:23 PM Micah Austin pulled CA 2. Micah Austin went on to introduce the design review exemption application submitted by Creative Edge Computers. He indicated that project will include replacing and repainting existing exterior siding materials. Micah Austin added that according to the current City code, siding materials were required to comply with the Design Review standards and process. Commissioners inquired about new materials. 5:33:59 PM Janet Fugate moved to approve the consent agenda. Regina Korby seconded and the motioned carried unanimously.

New Business and Public Hearings

NB 1 *Consideration of a city initiated text amendment to the Zoning Ordinance 532 to amend Article 7, Supplementary Location and Bulk Requirements, Section 7.1.10 which addresses the keeping and raising of chickens. The amendment proposes to increase the maximum number of laying hens allowed, amends language addressing locations for the keeping of chickens, and amends the minimum lot size required for the keeping and raising of chickens.*

5:34:49 PM Micah Austin introduced the text amendment to the Commissioners and included the public response and requests for urban agriculture. He noted that many residents have requested to keep more chickens than the current City code allows. Micah Austin also added that the City Council had previously voiced approval of increasing the number of chickens allowed for residents within approved districts. He then summarized the proposed changes to the current ordinance. Micah Austin also informed the Commissioners that the public hearing would not require a vote as the notice was not compliant with Idaho Local Land Use Planning standards for public notice. The public hearing would require a vote on the next Planning & Zoning meeting to be held on November 10th, 2014. 5:40:22 PM The Commissioners and Micah Austin continued to discuss the proposed changes including lot size, zones, and numbers of allowable chickens. Discussion continued to include allowing six chickens instead of the proposed ten chickens and current zoning versus proposed zoning for allowing chickens. 5:44:33 PM Micah Austin notified the Commissioners about what allowing urban agriculture is various zones would change for residents and included information about beekeeping and community gardening. Discussion continued to include non conforming issues that may arise

including placement of chickens, sale of eggs, beekeeping near restaurants and consequences of each. [5:49:12 PM](#) Regina Korby inquired about code enforcement in regards to urban agriculture. Micah Austin informed all Commissioners about the process of code enforcement and noted that enforcement is by far complaint driven. [5:50:56 PM](#) Micah Austin summarized the discussion and included information about the approved text amendment changes. He noted the approved zones and also added that six chickens was the approved number moving forward.

[5:53:09 PM](#) **Chair Cone called for public comment. None was given. Chair Cone closed public comment.** Micah Austin read two public comments that were submitted electronically. Public comment included concerns about vermin and predators. Discussion between the Commission and staff included manure and predator concerns and complaints.

Old Business

Commission Reports and Discussion

Staff Reports and Discussion

SR 1 *Discussion of current building activity and upcoming projects j*

[6:00:23 PM](#) Micah Austin and Kristine Hilt updated the Commissioners on current building activity.

SR 2 *Discussion of the next Planning and Zoning meeting: Monday, November 10th, 2014
(no documents)*

[6:00:54 PM](#) Micah Austin briefed the Commissioners on the upcoming meeting agenda and items.

Adjourn

[6:04:23 PM](#) **Regina Korby motioned to adjourn. Dan Smith seconded and the motion carried unanimously.**

Chicken Ordinance

STAFF REPORT

TO: Hailey Planning and Zoning Commission

FROM: Micah Austin, Community Development Director

RE: Zoning Ordinance Amendment—City initiated text amendment to the Zoning Ordinance 532 to amend Article 5, the District Use Matrix, and Article 7, Supplementary Location and Bulk Requirements, Section 7.1.10 which addresses the keeping and raising of chickens. The amendment proposes to increase the maximum number of laying hens allowed, amends language addressing locations for the keeping of chickens, and amends the minimum lot size required for the keeping and raising of chickens.

HEARING: Planning and Zoning: October 14, 2014
November 10, 2014

Notice

Planning and Zoning:

- Notice for the public hearing was published in the Idaho Mountain Express on October 1st with the Hailey Planning and Zoning Commission.

Proposal

The proposed amendment increases the maximum number of mature laying hens from three to 10 on lots with a minimum area of 3,600 square feet. The amendment also allows Urban Agriculture to become a Permitted Use in all zones except Recreational Green Belt (RGB) and Airport (A). The amendment reformats Section 7.1.10 to accommodate the proposed changes and clarifies standards.

Background

In spring of 2010, the City of Hailey adopted Ordinance 1055 to allow for Urban Agriculture within City Limits. This ordinance permitted the keeping of three laying hens and community gardens in certain zones throughout Hailey. Since that time, the community has embraced chicken keeping and the City of Hailey has not cited any individuals for violations to this ordinance. In response to requests from the public, the definition of Urban Agriculture was expanded in late 2013 to include Beekeeping and the production of honey as an allowed use in the zones where Urban Agriculture is permitted. In the last two years, the public has made numerous requests for expanding the definition of Urban Agriculture to increase the number of chickens allowed and to permit certain livestock, such as goats and geese, not currently allowed. By far, the most common request is to increase the maximum number of chickens allowed, which is currently three laying hens. Staff noted these comments from the public and requested a discussion with the Hailey City Council to determine whether changes should be made to the Zoning Ordinance in regards to Urban Agriculture.

On July 7, 2014, the Hailey City Council held a discussion on amending the standards and restrictions for Urban Agriculture within the City of Hailey. Staff presented several of the questions received from the public over the last 24 months regarding the keeping of chickens, goats, geese, fowl, and other types of urban agriculture. Staff presented options ranging from making no changes to the ordinance to

allowing all types urban agriculture requested by the public. After deliberation amongst the Council and input from the public who were present at the meeting, the City Council directed Staff to amend the ordinance to allow for more chickens in more zones and to limit the Urban Agriculture definition to the existing uses. The proposed ordinance reflects this direction from the City Council.

Procedural History

The Planning and Zoning Commission will hold a public hearing seeking public comment on this amendment on October 14, 2014.

Planning and Zoning Commission Recommendation

Not received.

Staff Comments

Similar to permitting honey production in the definition of Urban Agriculture, this amendment allows residents to produce food for their own consumption on their own property. This contributes to a more local food production, which is a core principle for a sustainable community. During the last two years, the consistent feedback Staff has received from the public regarding the keeping of chickens is that they would like to have more chickens. Three chickens will produce enough eggs for one or two individuals, however is not adequate for a family of larger sizes.

The ordinance proposes allowing up to 6 chickens on lots with a minimum size of 3,600 square feet, which is a standard Old Hailey lot. The amendment also expands Urban Agriculture to all zones except RGB and Airport, however it separates the keeping of chickens from Urban Agriculture. This would allow for individuals with lots that meet the minimum size to have bees, and gardens on their properties throughout the City of Hailey. Chickens would still be restricted to residential lots with Single Family Dwellings.

The fact that no citations have been issued for violations of the Urban Agriculture requirements shows that our four-year “experiment” with this issue is a success. The proposed amendment extends this experiment into areas that were not previously considered but that may now be appropriate for Urban Agriculture. It is Staff’s recommendation that if this amendment is passed, there should be a review period after one year to determine if there are changes necessary. In particular, the expansion of Urban Agriculture to business zones should be evaluated within the appropriate review period.

Standards of Evaluation

14.6 Criteria for Review. When evaluating any proposed amendment under this Article, the Hearing Examiner or Commission and Council shall make findings of fact on the following criteria:

1. The proposed amendment is in accordance with the Comprehensive Plan;

The Commission should consider how the proposed amendments relate to the various policies and implementation items of the Comprehensive Plan. The Comprehensive Plan does not address Urban Agriculture but does encourage any activities that reduce the production of carbon dioxide. Local food production, including the production of honey, is one way to reduce the carbon footprint required for obtaining necessary food. In particular the following is addressed in the Comprehensive Plan, which was cited when Urban Agriculture was first added to Zoning Ordinance:

Environment Section - Greenhouse Gas Emissions

Principle: Strive to meet or exceed the Kyoto Protocol target of reducing greenhouse gas emissions seven percent below 1990 levels.

Implementation:

- a. Identify and implement cost-effective actions that will reduce the community's contribution to total global greenhouse gas emissions.*
- b. Integrate land use, building code, transportation and energy policies to support this goal.*

2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;

The proposed use can be fully supported by existing public facilities and services without the necessity to add or remove any services, personnel, equipment, or necessitate any additional expense or public cost.

3. The proposed uses are compatible with the surrounding area; and

The proposed accessory use is compatible within the districts where Urban Agriculture is currently permitted.

4. The proposed amendment will promote the public health, safety and general welfare.

The proposed amendment will allow individuals and families the opportunity to produce local, fresh, food (eggs).

Summary

The Planning and Zoning Commission shall hold a public hearing and determine whether the proposed amendments are in accordance with the applicable standards of evaluation.

Motion Language

Approval:

Motion to recommend the City of Hailey initiated text amendments to the Zoning Ordinance No. 532 by amending Article 5.4, the District Use Matrix, and by amending Article 7 to define bulk requirements and standards for keeping chickens including maximum limits, minimum lot size, coop location and maintenance, and required setbacks from adjoining properties, finding that the amendments are in accordance with the Comprehensive Plan, that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety and general welfare.

Denial:

Motion to recommend denial of the City of Hailey initiated text amendments to the Zoning Ordinance No. 532 by amending Article 5.4, the District Use Matrix, and by amending Article 7 to define bulk requirements and standards for keeping chickens including maximum limits, minimum lot size, coop location and maintenance, and required setbacks from adjoining properties, finding that _____ [the Commission should cite which standards are not met and provided the reason why each identified standard is not met].

Continuation:

Motion to continue the public hearing upon the proposed amendments to _____ [the Commission should specify a date].

Table:

Motion to table the public hearing upon the proposed amendments.

HAILEY ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY'S ZONING ORDINANCE, ORDINANCE NO. 532, BY AMENDING SECTION 7.1.10, TO ALLOW UP TO SIX HENS ON PROPERTY AND BY AMENDING SECTION 5.4 TO PERMIT URBAN AGRICULTURE OTHER THAN CHICKENS ON LOTS FOR SINGLE FAMILY DWELLINGS IN THE RECREATIONAL GREEN BELT (RGB) NEIGHBORHOOD BUSINESS (NB), BUSINESS (B), LIGHT INDUSTRIAL (LI), TECHNOLOGICAL (TI) AND SERVICE COMMERCIAL INDUSTRIAL (SCI) DISTRICTS AND TO ALLOW CHICKENS IN LIMITED RESIDENTIAL (LR-1 AND LR-2) AND GENERAL RESIDENTIAL (GR) DISTRICTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has found that the following amendment to the Hailey Zoning Ordinance conform to the Hailey Comprehensive Plan;

WHEREAS, essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;

WHEREAS, the uses are compatible with the surrounding area; and

WHEREAS, the amendment will promote the public health, safety and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. Section 7.1.10 of the Hailey Zoning Ordinance No. 532, is hereby amended by the addition of the underlined language and the deletion of the stricken language, as follows:

7.1.10 Chicken Coops. ~~Lots with Single Family Dwellings are allowed up to three (3) hens (roosters are prohibited), for Urban Agriculture purposes only, provided the following Chicken Coop requirements are met:~~

A. Raising Chickens Allowed.

1. The keeping and raising of chickens for Urban Agricultural Purposes is allowed on all lots with single family dwellings, as permitted in Section 5.4, provided all standards and conditions of this subsection are met.

B. Limit and Type.

1. No more than six (6) mature laying hens are allowed on any property at any time.

2. Roosters are prohibited.

~~C.-A. Chicken Coops.~~ A predator-resistant Chicken Coop is shall be provided which and shall include, but is not limited to:

1. A roof or cover that fully encloses the coop.

2. Construction made of sturdy and durable materials that prohibit predator access.

3. A door or opening to the coop that can be secured shut.

~~D.-B.~~ Siting Requirements for Keeping Chickens.

1. Any Chicken Coop shall be located in the rear yard only and is subject to the setback requirement for the zoning district in which the lot is located.

2.-~~C~~: The Chicken Coop or the property must be fenced in some manner that the hens are confined to the boundaries of the property.

3.-~~D~~: Chicken Coops shall be detached and separated from the Principle Building, or any Accessory Structure, by a minimum of one (~~1~~) inch (1”).

Section 2. Portions of the District Use Matrix found in Section 5.4 of the Hailey Zoning Ordinance No. 532 are hereby amended by addition of the underlined language and by deletion of the stricken language, as follows:

Section 5.4 District Use Matrix

| Category | Description (Excerpt) | Districts & Corridors | | | | | | | | | | | A | SCI-SO | SCI-I |
|--------------------------|---|-----------------------|----------|----------|----------|----------------|----------|----------|--------------------------|--------------------------|----------------|---|----------------|----------------|-------|
| | | RGB | LR-1 | LR-2 | GR | NB | LB | TN | B | LI | TI | | | | |
| AGRICULTURAL USES | | | | | | | | | | | | | | | |
| Agriculture | Horses, a maximum of two (2) horses per acre on lots of one (1) acre minimum size | N | C | C | C | N | N | N | N | N | N | N | N | N | N |
| | Urban Agriculture (<u>other than chickens</u>) | NP | P | P | P | N-P | P | P | N <u>P</u> | N <u>P</u> | N-P | N | N-P | N-P | |
| | Urban Agriculture (<u>chickens only</u>) | <u>N</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>N</u> | <u>N</u> | <u>N</u> | <u>N</u> | <u>N</u> | N | N | <u>N</u> | <u>N</u> | |

Section 3. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 4. Repealer Clause. All City of Hailey ordinances or parts thereof, which are in conflict herewith, are hereby repealed.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after the required three (3) readings, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2014.

Fritz X. Haemmerle, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

East Hailey Condominiums

STAFF REPORT

TO: Hailey Planning and Zoning Commission
FROM: Micah Austin, Community Development Director
RE: Preliminary Plat – East Hailey Meadows Condominiums (Conversion)
HEARING: November 10, 2014

Applicant: Tony Ehrenberg and Thomas A. Ehrenberg Living Trust, represented by Bruce Smith of Alpine Enterprises
Project: East Hailey Meadows Condominium Conversion
Request: Preliminary Plat approval with recommendation to the City Council
Location: Lot 6, East Hailey Meadows
Zoning: Limited Residential (LR) within the Townsite Overlay (TO)

Notice

Notice for the public hearing was published in the Idaho Mountain Express on October 15, 2014; the notice was mailed to public agencies and to property owners within 300 feet on October 20, 2014. The site was posted on October 20, 2014

Application

Tony Ehrenberg and Thomas A. Ehrenberg Living Trust, represented by Bruce Smith of Alpine Enterprises, has submitted an application for Preliminary Plat approval for a condominium plat/subdivision of an existing building located on Lot 6, East Hailey Meadows Subdivision. The property is currently zoned Limited Residential (LR) and is within the Townsite Overlay (TO). The existing building, East Hailey Meadow Apartments, is situated on a parcel comprising 11,492.3 square feet (.259 acres). The applicant proposes to divide the existing building up into four residential units: Unit E, Unit F, Unit G, and Unit H. The proposed residential condominium units are all 753.5 square feet with various Limited Common areas for amenities such as laundry, parking, mechanical rooms, storage, and open space. A condominium declaration has been submitted with the project and address all commonly owned areas. The existing residential density is nonconforming for this zone and has been noted in the comments below. As a condominium conversion, the preliminary plat is not subject to Section 4.10 of the Subdivision Ordinance, which addresses parks, pathways, and other green spaces.

Procedural History and Background

On November 10, 2014, the Hailey Planning and Zoning Commission will consider the proposed Preliminary Plat and hold a public hearing.

Standards of Evaluation for a Subdivision

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Section 3.1.1 | Complete Application |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Department Comments | Engineering: No concerns |
| | | | | Life/Safety: No concerns |
| | | | | Wastewater: No issues (Roger Parker) |
| | | | | Water: Each unit must have an individual water service or the HOA must clearly establish equitable billing procedures according to 13.04.050. (Cole Balis and Mariel Platt) |
| | | | | Streets: No concerns |
| | | | | Planning and Zoning: No concerns |
| | | | | Boards or Commissions: No concerns |
| | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.0 General Standards | The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Ordinance, the Zoning Ordinance and any other applicable Ordinance or policy of the City of Hailey. |
| | | | <i>Staff Comments</i> | <i>See specific standards below.</i> |

4.1 Streets

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1 | Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below. |
| | | | <i>Staff Comments</i> | <i>No new streets are proposed. As existing easement provides for a private access drive and currently services the building. This is considered a non-conforming use, however the proposed preliminary plat complies with the provisions of Article 13 of the Zoning Ordinance.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.1 | All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern. |
| | | | <i>Staff Comments</i> | <i>- No new streets are proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.2 | Cul-de-sacs or dead end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead end streets shall comply with all regulations set forth in the IFC and other |

| | | | |
|-------------------------------------|--------------------------|--------------------------|--|
| | | | <p>applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.</p> <p>More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.</p> |
| | | | <p><i>Staff Comments</i></p> <p>- No cul-de-sacs or dead end streets are proposed.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>4.1.3</p> <p>Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neckdowns shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any two three-way intersections.</p> |
| | | | <p><i>Staff Comments</i></p> <p>- No new streets are proposed.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>4.1.4</p> <p>Street center lines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neckdowns shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.</p> |
| | | | <p><i>Staff Comments</i></p> <p>- No new streets are proposed.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>4.1.5</p> <p>Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.</p> |
| | | | <p><i>Staff Comments</i></p> <p>- No new streets are proposed.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>4.1.6</p> <p>Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.</p> |
| | | | <p><i>Staff Comments</i></p> <p>- No new streets are proposed.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>4.1.7</p> <p>Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.</p> |
| | | | <p><i>Staff Comments</i></p> <p>- No new streets are proposed.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>4.1.8</p> <p>The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a</p> |

| | | | | |
|-------------------------------------|--------------------------|--------------------------|-----------------------|---|
| | | | | copy of EPA's "NPDES General Permit for Stormwater Discharge from Construction Activity" for all construction activity affecting more than one acre. |
| | | | <i>Staff Comments</i> | - No new storm drainage systems are proposed. No drywells or other drainage systems are currently utilized for the development. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.9 | The Developer shall provide and install all street and traffic control signs in accordance with City Standards. |
| | | | <i>Staff Comments</i> | - No new traffic control mechanism are proposed |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10 | All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County. |
| | | | <i>Staff Comments</i> | - No new streets are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10.1 | Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner's association. |
| | | | <i>Staff Comments</i> | - An existing easement provides for a private access drive and currently services the building. This is considered a non-conforming use; however the proposed preliminary plat complies with the provisions of Article 13 of the Zoning Ordinance. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10.2 | Private streets, wherever possible, shall provide interconnection with other public streets and private streets. |
| | | | <i>Staff Comments</i> | - The existing private access drive connect Maple and Chestnut Streets. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10.3 | The area designated for private streets shall be platted as a separate parcel according to subsection 4.5.3 below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat. |
| | | | <i>Staff Comments</i> | - This is considered a non-conforming use, however the proposed preliminary plat complies with the provisions of Article 13 of the Zoning Ordinance. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10.4 | Private street names shall not end with the word "Road", "Boulevard", "Avenue", "Drive" or "Street". Private streets serving five (5) or fewer dwelling units shall not be named. |
| | | | <i>Staff Comments</i> | - No new streets are proposed |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10.5 | Private streets shall have adequate and unencumbered 10-foot wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas. |
| | | | <i>Staff Comments</i> | - No new streets are proposed |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10.6 | Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within |

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| | | | <i>Comments</i> | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.13 | Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. |
| | | | <i>Staff Comments</i> | - The private drive is 26 feet wide and complies with IFC requirements for fire access to the interior lots. |
| 4.2 Sidewalks and Pathways | | | | |
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.1 | Sidewalks and drainage improvements are required in all zoning districts, except as otherwise provided herein. |
| | | | <i>Staff Comments</i> | - Currently, there are no sidewalks to this development and it is a non-conforming use in many ways, including sidewalk standards. According to Section 13.3, a non-conforming use may be continued when there is no enlargement of the use. Staff sees not enlargement of the proposed use and finds the proposal in compliance with Article 13. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.1.1 | Sidewalks and drainage improvements shall be located and constructed according to applicable City Standards, except as otherwise provided herein. |
| | | | <i>Staff Comments</i> | - See Finding of Fact for Section 4.2.1 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.1.2 | The length of Sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any Public Street or Private Street. |
| | | | <i>Staff Comments</i> | - See Finding of Fact for Section 4.2.1 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.1.3 | New Sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site. |
| | | | <i>Staff Comments</i> | - See Finding of Fact for Section 4.2.1 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.1.4 | Sites located adjacent to a Public Street or Private Street that are not currently thru-streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections. |
| | | | <i>Staff Comments</i> | - See Finding of Fact for Section 4.2.1 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.1.5 | The requirement for Sidewalk and drainage improvements are not required for any Lot Line Adjustment. |
| | | | <i>Staff Comments</i> | - Not applicable |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.2 | <u>Pathways</u> . The Developer shall install all non-vehicular pathways, to City Standards, in all areas within or adjacent to the property to be developed where Pathways are depicted upon the Master Plan. |
| | | | <i>Staff Comments</i> | - See Finding of Fact for Section 4.2.1 |

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.3 | The Developer may, at Developer's option, propose alternatives to either the standard sidewalk configuration required in Section 4.2.1, or the planned non-vehicular pathway required in Section 4.2.2. The Hearing Examiner or Commission and Council shall ensure that the alternative configuration shall not reduce the level of service or convenience to either residents of the development or the public at large. |
| | | | <i>Staff Comments</i> | - See Finding of Fact for Section 4.2.1 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.4 | After receiving a recommendation by the Hearing Examiner or Commission, the Council may in its discretion approve and accept voluntary cash contributions in-lieu of the improvements described in this Section 4.2, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110% of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City signs the final plat. In-lieu contributions for sidewalks shall not be accepted in Business, Limited Business, Neighborhood Business Technological Industry and Service Commercial Industrial districts. |
| | | | <i>Staff Comments</i> | - Not applicable |

4.3 Alleys and Easements

| Compliant | | | Standards and Staff Comments | |
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| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.1 | Alleys shall be provided in all Business District and Limited Business District developments where feasible. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.2 | The minimum width of an alley shall be 26 feet. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.3 | All alleys shall be dedicated to the public or provide for public access. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.4 | All infrastructures to be installed underground shall, where possible, be installed in the alleys platted. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.5 | Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.6 | Dead-end alleys shall not be allowed.. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.7 | Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where |

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| | | | | necessary for surface drainage or for the extension of utilities. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.3.8 | Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes: |
| | | | <i>Staff Comments</i> | - A current driveway easement provides access to the units and is shown on the current final plat. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.3.8.1 | To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman's access easement, measured from the Mean High Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access. |
| | | | <i>Staff Comments</i> | - The condominium declaration and bylaws address all common areas for utility access. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.3.8.2 | To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property. |
| | | | <i>Staff Comments</i> | - Not applicable |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.3.8.3 | To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers. |
| | | | <i>Staff Comments</i> | - Required snow storage area is 250 square feet to accommodate all impermeable surfaces. - Two snow storage areas are provided with approximately 450 square feet in each. |
| 4.4 Blocks | | | | |
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.4.1 | The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography. |
| | | | <i>Staff Comments</i> | - No applicable |

| 4.5 Lots | | | | | |
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| Compliant | | | Standards and Staff Comments | | |
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.1 | All lots shown on the subdivision plat must conform to the minimum standards for lots in the District in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half acre (21,780 square feet). In the event a single-family residential lot greater than one-half acre is platted, irrigation shall be restricted to not more than one-half acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Ordinance. | |
| | | | <i>Staff Comments</i> | - Not applicable | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.1.1 | If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future resubdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision. | |
| | | | <i>Staff Comments</i> | - Not applicable | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.2 | Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot wide parcel provided must be landscaped to provide a buffer between the street and the lot(s). | |
| | | | <i>Staff Comments</i> | - Not applicable | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.3 | No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as “parcels” on the plat. Green Space shall be clearly designated as such on the plat. | |
| | | | <i>Staff Comments</i> | - Not applicable | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.4 | A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the “flagpole” projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The “flagpole” portion of the lot shall be included in lot area, but shall not be considered in determining minimum lot width. The “flagpole” shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way. | |
| | | | <i>Staff Comments</i> | - Not applicable | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.5 | All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street. | |
| | | | <i>Staff Comments</i> | - Not applicable | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.6 | In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be | |

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| | | | | made for corner properties with historic structures. |
| | | | <i>Staff Comments</i> | - <i>Not applicable</i> |
| 4.6 Orderly Development | | | | |
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.6.1 | Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land. |
| | | | <i>Staff Comments</i> | - <i>Building is existing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.6.2 | Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council. |
| | | | <i>Staff Comments</i> | - <i>Building is existing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.6.3 | No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following: <ul style="list-style-type: none"> • Provision of on-site or off-site street or intersection improvements. • Provision of other off-site improvements. • Dedications and/or public improvements on property frontages. • Dedication or provision of parks or green space. • Provision of public service facilities. • Construction of flood control canals or devices. • Provisions for ongoing maintenance. |
| | | | <i>Staff Comments</i> | - <i>Building is existing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.6.4 | When the Developer of Contiguous Parcels proposes to subdivide any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate <i>Staff Comments</i> : <ol style="list-style-type: none"> a) Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic. b) Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations. c) Water main lines and sewer main lines shall be designed in the most effective layout feasible. d) Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible. e) Park land shall be most appropriately located on the Contiguous Parcels. f) Grading and drainage shall be appropriate to the Contiguous Parcels. g) Development shall avoid easements and hazardous or |

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| | | | | sensitive natural resource areas. The Commission and Council may require that any or all Contiguous Parcels be included in the subdivision. |
| | | | <i>Staff Comments</i> | - Building is existing. |
| 4.7 Perimeter Walls, Gates and Berms | | | | |
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.7 | The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade. |
| | | | <i>Staff Comments</i> | - No walls or gates are proposed. - No perimeter landscape berms are proposed |
| 4.8 Cuts, Fills, Grading and Drainage. | | | | |
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.1 | Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance. |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.1.1 | A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application. |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.1.2 | A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information: Proposed contours at a maximum of two (2) foot contour intervals; Cut and fill banks in pad elevations; Drainage patterns; Areas where trees and/or natural vegetation will be preserved; Location of all street and utility improvements including driveways to building envelopes; and Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council. |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.1 | Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the |

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| | | | | necessity of cuts and fills for streets and driveways. |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.2 | Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision. |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.3 | Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion. |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.4 | Where cuts, fills or other excavation are necessary, the following development standards shall apply: |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.4.1 | Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability. |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.4.2 | Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM). |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.4.3 | Cut slopes shall be no steeper than two horizontal to one vertical. Subsurface drainage shall be provided as necessary for stability. |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.4.4 | Fill slopes shall be no steeper than three horizontal to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope. |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.4.5 | Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures. |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.5 | The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The Developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by Planning Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Stormwater Discharge from Construction Activity" for all construction activity affecting more than one acre. |
| | | | <i>Staff Comments</i> | - Development is existing and not changes are proposed. |

| 4.9 Overlay Districts | | | | |
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| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.1 | Flood Hazard Overlay District |
| | | | <i>Staff Comments</i> | - Project is not located in a Flood Hazard Overlay District |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.1.1 | Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance. |
| | | | <i>Staff Comments</i> | - Project is not located in a Flood Hazard Overlay District |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.1.2 | Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible. |
| | | | <i>Staff Comments</i> | - Project is not located in a Flood Hazard Overlay District |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.1.3 | Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes. |
| | | | <i>Staff Comments</i> | - Project is not located adjacent to the Big Wood River or any of its tributaries. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.2 | Hillside Overlay District |
| | | | <i>Staff Comments</i> | - Project is not located in the Hillside Overlay District. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.2.1 | Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance. |
| | | | <i>Staff Comments</i> | - Project is not located in the Hillside Overlay District. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.2.2 | Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District. |
| | | | <i>Staff Comments</i> | - Project is not located in the Hillside Overlay District. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.9.2.3 | All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs. |
| | | | <i>Staff Comments</i> | - The developer shall obtain a Site Alteration Permit prior to any development occurring. |
| 4.10 Parks, Pathways and Other Green Spaces. | | | | |
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.1 | Parks and Pathways. Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.1.1 | Parks. The Developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula: P = x multiplied by .0277 |

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| | | | | <p>“P” is the Parks contribution in acres</p> <p>“x” is the number of single family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, “x” is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations</p> <p>In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.</p> |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.1.2 | <p>Pathways. The Developer of any subdivision, or any part thereof, shall provide Pathways for all trails and paths identified in the Master Plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.</p> |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.2 | <p>Multiple Ownership. Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly,</p> <p>a. by the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or</p> <p>b. by different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies),</p> <p>multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units.</p> |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.3 | <p>Parks and Lands Board. The Parks and Lands Board shall review and make a recommendation to the Hearing Examiner or Commission and Council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the Master Plan and provisions of this ordinance.</p> |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| | | | 4.10.4 | Minimum Requirements |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.4.a | <p>Private Green Space. Use and maintenance of any privately owned Green Space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the Council.</p> |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.4.b | <p>Neighborhood Park. A Neighborhood Park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s),</p> |

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| | | | | dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A Neighborhood Park shall be deeded to the City upon completion, unless otherwise agreed upon by the Developer and City. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.4.c | Mini Park. A Mini Park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All Mini Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.4.d | Park/Cultural Space. A Park/Cultural Space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more Parks or Park/Cultural Spaces. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.4.e | Pathway. Pathways shall have a minimum twenty foot (20') right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan, or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The City may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a Park for every square foot of qualified dedicated Pathway right-of-way |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5 | Specific Park Standards. All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria): |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5.1 | Shall meet the minimum applicable requirements required by Section 4.10.4. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5.2 | Shall provide safe and convenient access, including ADA standards. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5.3 | Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5.4 | Shall be configured in size, shape, topography and improvements to be functional for the |

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| | | | | intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drainways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5.5 | Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5.6 | Shall require low maintenance, or provide for maintenance or maintenance endowment. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.6 | Specific Pathway Standards. All Pathways shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria): |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.6.1 | Shall meet the minimum applicable requirements required by Section 4.10.4. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.6.2 | Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.7 | Specific Green Space Standards. If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria): |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.7.1 | Shall meet the minimum applicable requirements required by Section 4.10.4. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.7.2 | Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space). |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.7.3 | The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.7.4 | The private ownership and maintenance of green space shall be adequately provided for by written agreement. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.8 | In-Lieu Contributions. |
| | | | <i>Staff Comments</i> | See findings below |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.8.1 | After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication |

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| | | | | and Park improvements. |
| | | | <i>Staff Comments</i> | - <i>Not applicable, per Section 7 of the Subdivision Ordinance</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.8.2 | The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (e.g., square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (e.g., \$/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in Sections 4.10.5.4 and 4.10.5.5 of this ordinance. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant. |
| | | | <i>Staff Comments</i> | - <i>Not applicable, per Section 7 of the Subdivision Ordinance</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.8.3 | Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition, construction and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements. |
| | | | <i>Staff Comments</i> | - <i>Not applicable, per Section 7 of the Subdivision Ordinance</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.8.4 | In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision. |
| | | | <i>Staff Comments</i> | - <i>Not applicable, per Section 7 of the Subdivision Ordinance</i> |

5.0 Improvements Required.

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.1 | It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare. |
| | | | <i>Staff Comments</i> | - <i>Development is existing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.1.1 | Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon. |
| | | | <i>Staff Comments</i> | - <i>Development is existing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.1.2 | Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of |

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| | | | | plans shall be provided to the Developer and contractor at or shortly after this meeting. |
| | | | <i>Staff Comments</i> | - <i>Development is existing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.1.3 | The Developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the City Engineer, except that parks shall be guaranteed and maintained by the Developer for a period of two years. |
| | | | <i>Staff Comments</i> | - <i>Development is existing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.2 | The Developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City Engineer as shown upon approved plans and profiles. The Developer shall pave all streets and alleys with an asphalt plant-mix, and shall chip-seal streets and alleys within one year of construction. |
| | | | <i>Staff Comments</i> | - <i>Development is existing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.2.1 | Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. |
| | | | <i>Staff Comments</i> | - <i>Development is existing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.2.2 | Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City. |
| | | | <i>Staff Comments</i> | - <i>Development is existing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.2.3 | Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIII B of the Hailey Zoning Ordinance. |
| | | | <i>Staff Comments</i> | - <i>Development is existing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.3 | The Developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The Developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments. |
| | | | <i>Staff Comments</i> | - <i>Development is existing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.4 | The Developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards, or other equipment as may be approved by the City Engineer, for each and every developable lot within the development. The Developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for |

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| | | | | review and comments. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.4.1 | Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.5 | The Developer shall provide drainage areas of adequate size and number to meet the approval of the Street Superintendent and the City Engineer or his authorized representative. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.6 | The Developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.7 | The Developer shall improve all parks and Green Space areas as presented to and approved by the Hearing Examiner or Commission and Council. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.8 | All improvements are to be installed under the specifications and inspection of the City Engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.9 | Installation of all infrastructure improvements must be completed by the Developer, and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the Developer and/or contractor and conducted with the Developer and/or contractor, the City Engineer, and appropriate City departments to determine a punch list of items for final acceptance. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.9.1 | The Developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by Developer after the final plat has been signed by City representatives. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.10 | Prior to the acceptance by the City of any improvements installed by the Developer, three (3) sets of "as-built plans and specifications" certified by the Developer's engineer shall be filed with the City Engineer |
| | | | <i>Staff Comments</i> | - Development is existing. |
| Section 7: Condominiums. | | | | |
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7.1 | Plat Procedure. The Developer of a condominium project shall submit with the |

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| | | | | <p>preliminary plat application as required by this Ordinance a copy of the proposed by-laws and condominium declarations of the proposed condominium development. The documents shall adequately provide for the control (including billing where applicable) and maintenance of all common utilities, common area, recreational facilities, and Green Space. The Developer may submit a final plat application following inspection and approval by the Building Inspector of the footings and setbacks of the condominium building. Prior to final plat approval, the Developer shall submit to the City a copy of the final by-laws and condominium declarations to be recorded with the County Recorder, including the instruments number(s) under which each document was recorded.</p> |
| | | | <i>Staff Comments</i> | - The applicant has submitted a copy of the proposed by-laws and condominium declarations, which provide for the control and maintenance of all common utilities, common areas, facilities, and open spaces. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7.2 | <p>Garages. All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. Detached garages may be platted on separate sub-lots, provided that the ownership of detached garages is appurtenant to specific condominium units on the condominium plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the condominium project.</p> |
| | | | <i>Staff Comments</i> | - Garages and driveways are shown on the plat. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7.3 | <p>Storage/Parking Areas. Condominium projects shall provide parking spaces according to the requirements of Article IX of the Zoning Ordinance.</p> |
| | | | <i>Staff Comments</i> | - The required number of spaces per unit is 1.5, resulting in 6 total spaces for the development. - 8 spaces are provided on site in the following locations: 4 within garages and 4 on existing driveways. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7.4 | <p>Construction Standards. All condominium project construction shall be in accordance with the IBC, IRC and IFC.</p> |
| | | | <i>Staff Comments</i> | - Condominiums are existing and were built according to the applicable building codes in place at the time of new construction. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7.5 | <p>General Applicability. All other provisions of this Ordinance and all applicable ordinances, rules and regulations of the City and all other governmental entities having jurisdiction shall be complied with by Condominium developments.</p> |
| | | | <i>Staff Comments</i> | - All provisions of this Ordinances and all other applicable standards shall be complied with by the condominium development. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7.6 | <p>Conversion. The conversion by subdivision of existing units into Condominiums shall not be subject to Section 4.10 of this Ordinance.</p> |
| | | | <i>Staff Comments</i> | - This has been noted above in the staff comments for Section 4.10 |

Summary and Suggested Conditions

The Council shall review the proposed plat and continue the public hearing, approve, conditionally approve, or deny the preliminary plat.

The following conditions are suggested to be placed on any approval of this application:

- a) All Fire Department and Building Department requirements shall be met.

- b) All City infrastructure requirements shall be met as outlined in the Hailey Subdivision Ordinance and further detailed in the Findings of Fact as approved. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense and shall include all infrastructure improvements as identified in the Findings of Fact.
- c) The final plat shall include plat notes #1 through #5 as stated on the approved preliminary plat [with the following amendments and additions: if applicable]
- d) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance.
- e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
- f) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.
- g) Any subdivision inspection fees due shall be paid prior to recording the final plat.
- h) Any application development impact fees shall be paid prior to recording the final plat.
- i) All in-lieu fees as identified in the Findings of Fact and approved by this decision must be paid prior to recording the Final Plat.
- j) All applicable storm water permits shall be provided before the Final Plat is approved.
- k) The City Engineer shall inspect and approve all grading and drainage improvements prior to final plat approval

Motion Language:

Approval:

Motion to recommend approval of the Preliminary Plat for East Hailey Meadows Condominiums, submitted by Tony Ehrenberg and Thomas A. Ehrenberg Living Trust, represented by Bruce Smith of Alpine Enterprises, finding that the application meets City Standards.

Denial:

Motion to recommend denial of the application for _____ located at _____), finding that _____ [the Commission should cite which standards are not met and provided the reason why each identified standard is not met].

Continuation:

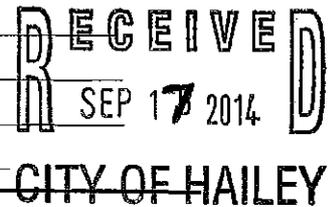
Motion to continue the public hearing upon the _____ application for _____ to _____ [the Commission should specify a date].

Proposed Name of Subdivision: East Hailey Meadows Condominiums

Street Address or General Location of Property: 618 1/2 S. 4th Ave., Hailey

Legal Description of Property: Lot 6, East Hailey Meadows Subdivision

Current Zoning of Property: LR-1 Total Area of Property: +/- 9448 Sq. Ft. Number of Lots/Units: 4



Check the one box that applies:

- Regular Plat - 5 or more residential parcels, 3 or more non-residential parcels (Commission and Council Review).
Short Plat - 4 or fewer residential parcels, 2 non-residential parcels, townhouse or condominium units in existing or approved structures, or lot line adjustment creating more than 1 lot in the Townsite Overlay District (Commission Review only).
Lot Line Adjustment (Administrative Review).

Name of Owner of the Property: Tony Ehrenberg, Thomas A. Ehrenberg Living Trust

Mailing Address: 355 West Waterside Dr. #303 City: Post Falls State: ID Zip: 83858

Phone: 509 - 953 - 5040 Fax: 509 - 623 - 1073 Cell:

Email Address: taehrenberg@msn.com

Property Owner Consent:

By signature hereon, the property owner acknowledges that City officials and/or employees may, in the performance of their functions, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application, pursuant to Idaho Code §67-6507.

Property Owner's Signature: SEE ATTACHED AUTHORIZATION LETTER Date: 17 / SEP / 14

Name of individual to contact on behalf of Trust or LLC (if applicable): See above

Mailing Address: City: State: Zip:

Phone: Fax: Cell:

Email Address:

Application Contact (if different than above): Bruce Smith, PLS, Alpine Enterprises Inc.

**Application Contact will be the Planning Department's primary contact for questions related to the application.

Mailing Address: PO Box 2037 City: Ketchum State: ID Zip: 83340

Phone: 208 - 727 - 1988 Fax: 208 - 727 - 1987 Cell: 208 - 720 - 3042

Email Address: alpine7@mindspring.com

See attached checklist(s) for items that must be submitted with this application in order for application to be considered complete. See the Hailey Subdivision Ordinance for explanation of the review process.

Fees: Cost of additional noticing, recording fees, and other direct costs will also be assessed.

FOR CITY USE ONLY

Regular Plat \$1,250 + \$55/lot, sub-lot, or unit... \$

OR Short Plat \$300/ lot, sub-lot, or unit (not to exceed \$1,200)... \$ 600.00

OR Lot Line Adjustment \$240... \$

Publication: Regular Plat \$40.00 x 4 OR Short Plat \$40.00 x 2 OR Lot Line Adjustment \$40 \$ 80.00

Mailing: Regular Plat: (# of addresses) x 4 x (. postage + .15 for paper, envelope & label) \$ 48.64

OR Short Plat: (# of addresses 38) x 2 x (.49 postage + .15 for paper, envelope & label)

OR Lot Line Adjustment: (# of addresses) x (. postage + .15 for paper, envelope & label)

DO NOT COUNT DUPLICATES OR CITY OF HAILEY

Total Due... \$ 728.64



A Vicinity Map Showing
East Hailey Meadows Condominiums

Within the City of Hailey, Idaho

ALPINE ENTERPRISES INC.



-  Subject
-  Roads
-  Parcel Data

0 200 400 Feet



PO Box 2037
Ketchum, ID 83340
208-727-1988

August 2014



**An Adjainers Map Showing
East Hailey Meadows Condominiums**

Within the City of Hailey, Idaho

ALPINE ENTERPRISES INC.

PO Box 2037
Ketchum, ID 83340
208-727-1988

-  Roads
-  Subject
-  300ft. Radius
-  Adjainers
-  Parcel Data

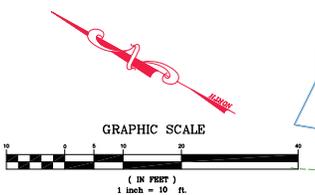
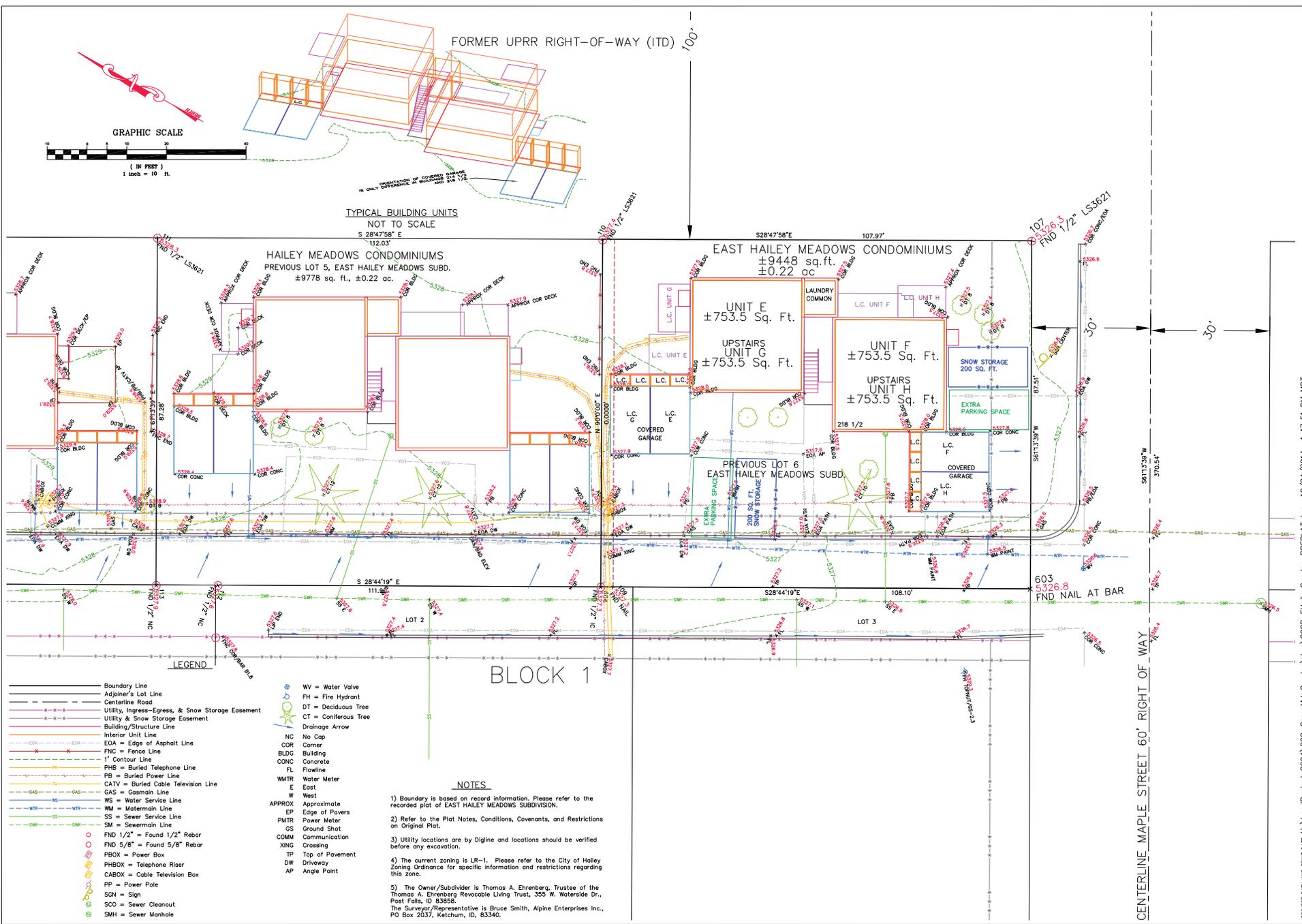
0 100 200 Feet



August 2014



| REVISIONS | NO. | DATE | BY |
|-----------------------------------|-----|---------|----|
| ADD MORE PARKING AND SNOW STORAGE | 1 | 2/20/21 | BS |



TYPICAL BUILDING UNITS
 NOT TO SCALE
 S 28°47'58" E
 112.03'

- LEGEND**
- Boundary Line
 - Adjoiner's Lot Line
 - Centerline Road
 - Utility, Ingress-Egress, & Snow Storage Easement
 - Utility & Snow Storage Easement
 - Building/Structure Line
 - Interior Unit Line
 - EOA = Edge of Asphalt Line
 - FNC = Fence Line
 - 1' Contour Line
 - PHS = Buried Telephone Line
 - PB = Buried Power Line
 - CATV = Buried Cable Television Line
 - GAS = Gasmain Line
 - WS = Water Service Line
 - WM = Watermain Line
 - SS = Sewer Service Line
 - SM = Sewermain Line
 - FND 1/2" = Found 1/2" Rebar
 - FND 5/8" = Found 5/8" Rebar
 - PBOX = Power Box
 - PHBOX = Telephone Riser
 - CABOX = Cable Television Box
 - PP = Power Pole
 - SGN = Sign
 - SCO = Sewer Cleanout
 - SMH = Sewer Manhole
 - WV = Water Valve
 - FH = Fire Hydrant
 - DT = Deciduous Tree
 - CT = Coniferous Tree
 - Drainage Arrow
 - NC = No Cap
 - COR = Corner
 - BLDG = Building
 - CONC = Concrete
 - Flowline
 - WMTR = Water Meter
 - E = East
 - W = West
 - APPROX = Approximate
 - EP = Edge of Pavers
 - PMTR = Power Meter
 - GS = Ground Shot
 - COMM = Communication
 - XING = Crossing
 - TP = Top of Pavement
 - DW = Driveway
 - AP = Angle Point

- NOTES**
- Boundary is based on record information. Please refer to the recorded plat of EAST HAILEY MEADOWS SUBDIVISION.
 - Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plat.
 - Utility locations are by Digline and locations should be verified before any excavation.
 - The current zoning is LR-1. Please refer to the City of Hailey Zoning Ordinance for specific information and restrictions regarding this zone.
 - The Owner/Subdivider is Thomas A. Ehrenberg, Trustee of the Thomas A. Ehrenberg Revocable Living Trust, 355 W. Waterside Dr., Post Falls, ID 83856. The Surveyor/Representative is Bruce Smith, Alpine Enterprises Inc., PO Box 2037, Ketchum, ID, 83340.

BLOCK 1

CENTERLINE MAPLE STREET 60' RIGHT OF WAY

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS and Natural Hazards Consulting

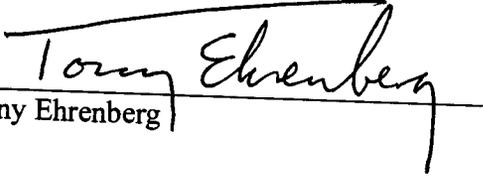
DATE: September 15, 2014

TO: City of Hailey
115 Main Street South, Suite H.
Hailey, ID 83333

RE: East Hailey Meadows Condominiums

To Whom It May Concern:

I hereby authorize Bruce Smith, PLS, to act as my representative in the Application and Platting of East Hailey Meadows Condominiums.



Tony Ehrenberg

AuthorizationLtr_EastHaileyCondos.docx

Customer Reference No.
File No. 20068AM
Underwriter: Chicago Title Insurance Company



PO Box 188, 171 W. 6th St, Ketchum, ID 83340
(208) 726-4595 FAX (208) 726-1062

PRELIMINARY TITLE COMMITMENT ATTACHED

Date: September 16, 2014 **File No.:** 20068AM
Property: 618 1/2 South 4th Street, Hailey, ID 83333
Client: Alpine Enterprises, Inc.
Owner: Thomas A Ehrenberg Revocable Living Trust

In connection with the above referenced transaction, we are delivering copies of the Title Commitment to the following parties:

Client:
Alpine Enterprises, Inc.



PO Box 188, 171 W. 6th St, Ketchum, ID 83340
(208) 726-4595 FAX (208) 726-1062

Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Escrow Officer:

Title Only

Title Officer

Joshua Fields
joshua.fields@ameri-title.com
(208) 726-4595

Email escrow closing documents to:

n/a



PO Box 188, 171 W. 6th St, Ketchum, ID 83340
(208) 726-4595 FAX (208) 726-1062

In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer "Yes" to any of the following:

- ❖ **Will you be using a Power of Attorney?**
- ❖ **Are any of the parties in title incapacitated or deceased?**
- ❖ **Has a change in marital status occurred for any of the principals?**
- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver's license or other valid, government issued photo I.D.

ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact your title officer, Joshua Fields

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

CONDITIONS

TITLE INSURANCE COMMITMENT

BY

Commonwealth Land Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

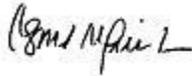
The Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

CHICAGO TITLE INSURANCE COMPANY

By:



President



By: 

Secretary

Issued by: AmeriTitle, Inc.

By: 

Authorized signer

SCHEDULE A

Order No.: **20068AM**

1. Effective date: **September 10, 2014 at 7:30 A.M**

2. Policy or Policies to be issued:

(a) **ALTA Owner's Policy** **Standard Coverage** **Extended Coverage**
(6-17-06)
Amount: \$10,000.00
Premium: \$200.00

Proposed Insured:

Alpine Enterprises, Inc.

(b) **ALTA Loan Policy** **Standard Coverage** **Extended Coverage**
(6-17-06)
Amount:
Premium: \$0.00

Endorsements:

Proposed Insured:

3. FEE SIMPLE interest in the Land described in this Commitment is owned, at the Commitment Date, by:

THOMAS A. EHRENBERG, TRUSTEE OF THE THOMAS A. EHRENBERG REVOCABLE LIVING TRUST DATED FEBRUARY 17, 1993, AS AMENDED AND RESTATED OCTOBER 6, 1998, AS AMENDED AND RESTATED SEPTEMBER 19, 2005

4. The Land referred to in this Commitment is described as follows:

Lot 6 in Block 1 of East Hailey Meadows Subdivision according to the official plat thereof, as recorded in the office of the County Recorder of Blaine County, Idaho, under recorder's Instrument No. 192790

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
- e. If the title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this company will require a copy of the trust instrument creating said trust, and all amendments thereto, together with a written verification by all present trustees that the copy is the true and correct copy of the trust, as it may have been amended, that is in full force and effect and that it has not been revoked or terminated.

- f. Furnish recording instructions, completed and executed, when forwarding your encumbrances for recording.

This transaction was ordered as a title only transaction and provides for no escrow services.

As a result the following services are not provided:

Any curative action regarding items either shown in Schedule B or made as a requirement herein will be the responsibility of the originating party.

AmeriTitle, Inc. will not request payoff statements or facilitate the satisfaction of any monetary obligation of the borrower in this transaction.

No funds will be deposited with AmeriTitle and it will not act as closing agent for loan documentation purposes.

AmeriTitle, Inc. will not prepare a HUD-1/Settlement Statements in association with this transaction.

Note: In the event that any of the above requirements are not satisfied at the time of recording and we are authorized by the recording instructions to record your encumbrance with these requirements as "To come" items, they will be inserted in Schedule B of the title insurance policy as exceptions to the policy.

Please be aware that Idaho recording fees are \$10 for 1st page and \$3 per page thereafter plus an e-recording fee of \$4.50 per document. Please note that we e-record through SimpliFile, please make recording fees checks payable to AmeriTitle. Also note that the Blaine County Recorder's Office works a 4day – 10hour schedule and is closed on Fridays.

All documentation regarding the above referenced order, including the recording package, should be sent directly to

AmeriTitle, Inc. at the following address: PO Box 188, 171 W. 6th St., Ketchum, ID 83340

- g. Note No. 1: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No. 2: According to the available County Assessor's Office records, the purported

Customer Reference No.
File No. 20068AM
Underwriter: Chicago Title Insurance Company

address of said land is:
[618 1/2 South 4th Street, Hailey, ID 83333](#)

Note No. 3: To assist you with RESPA compliance, be advised that the agent/underwriter split associated with the policy(ies) to be issued are as follows:

As to any Owners policy of title insurance proposed in Schedule A:

Agent \$198.00 Underwriter \$22.00

As to any Lenders policy of title insurance proposed in Schedule A:

Agent \$0.00 Underwriter \$0.00

As to any Endorsements proposed in Schedule A:

Agent Underwriter

SCHEDULE B - SECTION II

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. General Taxes for the year 2013 are paid
Parcel No.: [RPH04300010060](#)
8. Taxes, including any assessments collected therewith, for the year 2014 which are a lien not yet due and payable.
9. Liens, levies and assessments of the City of Hailey.
10. Easements, reservations, notes and/or dedications as shown on the official plat of [East Hailey Meadows Subdivision](#)
11. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$238,000.00
Trustor/Grantor: THOMAS A. EHRENBERG, TRUSTEE OF THE THOMAS A. EHRENBERG REVOCABLE LIVING TRUST DATED FEBRUARY 17, 1993, AS AMENDED AND RESTATED OCTOBER 6, 1998
Trustee: AmeriTitle
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for First Bank of Idaho
Dated: October 7, 2003
Recorded: October 15, 2003
Instrument No.: [493225](#)

The beneficial interest under said Deed of Trust was assigned of record to Boundary Waters Bank, by assignment recorded as Instrument No.: [587930](#) and [587931](#)

END OF SCHEDULE B

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



In Response to The Gramm - Leach - Bliley Act Effective 7/1/2001

PRIVACY POLICY

We Are Committed to Safeguarding Customer information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, In person, by telephone or any other means:
- Information about your transactions with us, our affiliated companies, or others; end
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies may include financial service providers, exchange companies, other title insurance companies, escrow collection companies, foreclosure companies, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your Information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

KNEELAND, KORB & COLLIER, PLLC
Post Office Box 249
Ketchum, ID 83340
KKCL File No.: 7803-D

**CONDOMINIUM DECLARATION
FOR
EAST HAILEY MEADOWS CONDOMINIUMS**

ARTICLE 1

RECITALS AND CERTAIN DEFINITIONS

Section 1.1. **The Declarant: The Real Property.** Thomas A. Ehrenberg, Trustee of the Thomas A. Ehrenberg Revocable Living Trust, Dated February 17, 1993, as Amended and Restated October 6, 1998, as Amended and Restated September 19, 2005 (the “Declarant”), is the owner of that certain real property located in Blaine County, Idaho, described on Exhibit “A” attached hereto and made a part of this Declaration (the “Real Property”).

Section 1.2. **Intention of Declarant.** Declarant intends to provide for condominium ownership of the Real Property under the Condominium Property Act of the State of Idaho.

Section 1.3. **Development.** The Real Property will be developed into four (4) condominium units.

Section 1.4. **The Project.** The term “Project” shall collectively mean the Real Property, all buildings, and other improvements located on the Real Property.

Section 1.5. **Type of Ownership.** This condominium project will provide a means for ownership in fee simple of separate interests in Units and co-ownership with others, as tenants in common, of Common Area, as those terms are herein defined.

ARTICLE 2

ADDITIONAL DEFINITIONS

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

Section 2.1. **Building.** “Building” means the buildings constructed on the Real Property pursuant to this Declaration.

Section 2.2. Unit. “Unit” means the separate interest in a condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof as shown and numbered on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained. Notwithstanding such markings, the following are not a part of a Unit: bearing walls, columns, floors and roofs (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, clothes chutes, shafts, central heating, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Unit area, as herein defined. In case of combination of two or more adjoining Units, those portions of partition walls between Units which are from time to time used as door openings between such Units shall be deemed to be divided in half longitudinally, parallel to the partition wall, and each half shall constitute part of the Unit which it adjoins, as Limited Common Area appurtenant to such Unit.

Section 2.3. Common Area. “Common Area” means the entire Project excepting all Units.

Section 2.4. Limited Common Area. “Limited Common Area” means that Common Area designated herein for exclusive use by Owners of particular Condominiums, as those terms are herein defined.

Section 2.5. General Common Area. “General Common Area” means all Common Area excepting all Limited Common Area.

Section 2.6. Condominium. “Condominium” means a separate interest in a Unit together with an undivided interest in common in the Common Area (expressed as a percentage of the entire ownership interest in the Common Area) as set forth in Exhibit B attached hereto and by this reference made a part hereof.

Section 2.7. Owner. “Owner” means any person or entity, including Declarant, at any time owning a Condominium; the term “Owner” shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.8. Mortgage. “Mortgage” means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

Section 2.9. Mortgagee. “Mortgagee” means any person, or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any mortgage, as mortgage is defined in Article 2, Section 2.8, under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

Section 2.10. Association. “Association” means East Hailey Meadows Association, Inc, an Idaho corporation, not for profit, its successors and assigns, organized as provided herein.

Section 2.11. Condominium Map. "Condominium Map" means the Condominium Map for East Hailey Meadows Condominiums to be filed for record in the office of the County Recorder of Blaine County, Idaho, consisting of a plat or survey map of the surface of the ground of the Real Property showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Buildings showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit number identifying the Units, together with such other information as may be included thereon in the discretion of the Declarant.

ARTICLE 3

STATEMENT OF INTENTION AND PURPOSE

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

ARTICLE 4

NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

Section 4.1. Estates of an Owner. The Project is hereby divided into Condominiums each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area in accordance with the attached Exhibit "B" setting forth the Common Area appurtenant to each Unit. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of such Code shall be the same as set forth in Exhibit "B". Exhibit "B" also contains a legal description of each Unit in the Project, consisting of the identifying number of such Unit as shown on the Condominium Map. Such undivided interests in the Common Area are hereby declared to be appurtenant to the respective Units.

Section 4.2. Limited Common Area. "Limited Common Area shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners of Common Area except by invitation. The garages, storage and decks which are shown on the Condominium Map as belonging to a particular Unit are Limited Common Areas.

Section 4.3. Right to Combine Units. Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Condominiums in the future.

Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Common Area any walls, floors or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become General Common Area if the combined Units become subject to separate ownership in the future.

Section 4.4. Title. Title to a Condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho, provided, however, the use and occupancy rights shall not be divided in interests or parcels in accordance with a fixed or variable time schedule on a periodic basis that allocates the use or occupancy among persons holding similar interests.

Section 4.5. Inseparability. No part of a Condominium or of the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium; together with all appurtenant rights created by law or by this Declaration.

Section 4.6. Partition Not Permitted. The Common Area shall be owned in common by all Owners of Condominiums, and no Owner may bring any action for partition thereof.

Section 4.7. Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the General Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein or shown on the Condominium Map for exclusive use by such Owner.

Section 4.8. Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may be reasonably specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes, special district, or other assessments may, in the opinion of the Association, nevertheless be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. If the Association is dissolved, then the individual Units shall be responsible for payment. Each Owner shall pay the taxes or assessments assessed against his Condominium, or interest therein, or his interest in the Common Area, or any part of any or all of the foregoing. Each Owner shall pay taxes, rates, impositions and assessments levied against the Project or any part of the Common Area in proportion to his interest in the Common Area, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at the legal judgment rate from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 9.6 hereof.

Section 4.9. Water and Sewer Fees. Charges from the City of Hailey, Idaho for the water and sewer services provided by the city to the Project, which services are supplied from

single lines into the Project and not separately to each Unit, shall be billed to and paid by the Association and collected by it from the Owners as part of the Association's periodic assessment as set forth in Article 9.

Section 4.10. Owner's Rights with Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, windows, and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries.

Section 4.11. Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances whether on the Common Area or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 4.12. Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant thereto shall be collected by the Association by assessment pursuant to Article 9 below.

Section 4.13. Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit and to the Limited Common Area designated for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

Section 4.14. Association's Right to Use Common Area. The Association shall have a non-exclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the General Common Area maintenance and storage facilities for use by the Association.

Section 4.15. Declarant's Right Incident to Construction. Declarant and persons it shall select shall have the right to ingress and egress over, upon and across the Common Area, the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to complete development of the Project.

Section 4.16. Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 4.11, 4.12, 4.13, 4.14 and 4.15 above, even though no specific reference to such easements or to those Sections appears in any such conveyance.

ARTICLE 5

DESCRIPTION OF A CONDOMINIUM

Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Map with the appropriate reference to the Condominium Map and to this Declaration as each appears on the records of the County Recorder of Blaine County, Idaho, in the following fashion:

“Condominium Unit _____ as shown on the Condominium Map for East Hailey Meadows Condominiums appearing in the records of Blaine County, Idaho, as Instrument No. _____, and as defined and described in that Condominium Declaration for East Hailey Meadows Condominiums recorded in the records of Blaine County, Idaho, as Instrument No. _____.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Area, and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

ARTICLE 6

MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property or any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Condominium from a lien against two (2) or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Condominium.

ARTICLE 7

THE ASSOCIATION

Section 7.1. Membership. A certified copy of the Articles of Incorporation and a copy of the By-Laws of the Association are attached hereto as Exhibits "C" and "D," respectively and hereby made a part of this Declaration. Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium is held by more than one person, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him. No person or entity other than an Owner may be a member of the Association, and the Articles of Incorporation or Bylaws of the Association state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium, provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium.

Section 7.2. Voting Rights. The Association shall have (2) classes of voting membership:

(a) Class A. Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Condominium owned. When more than one (1) person holds an interest in any Condominium, all such persons shall be members. The vote for such Condominium shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Condominium.

(b) Class B. Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each Condominium owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) On January 1, 2018.

Section 7.3. Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

Section 7.4. Amplification. The provisions of this Article are amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that no present or future provision of such Articles of Incorporation or By-Laws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE 8

CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 8.1. The Management Body. The Association may designate a “Management Body” as provided by I.C. §55-1503(f); and in the event a Management Body is designated it shall administer the Project in accordance with the Condominium Property Act, this Declaration, the Articles of Incorporation and By-Laws of the Association.

Section 8.2. The Common Area. The Association, subject to the rights of the Owners set forth in Article 4 hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; however, each Owner of a Condominium Unit shall keep the Limited Common Area designated for use in connection with his Unit in a clean, sanitary and attractive condition, and shall maintain and repair the heating equipment and the water heater servicing his Unit exclusively. The Association shall be responsible for the maintenance and repair of exterior surfaces of Buildings and improvements located on the Project, including without limitation, the painting of the same as often as necessary, and replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of other Common Area, including utility lines, elevator and common stairways, areas for access to any automobile parking structures and storage constituting part of the Condominiums and all other improvements or materials located within or used in connection with the Common Area. The Association shall maintain in a proper, first class manner, all landscaping and natural vegetation constituting part of the Common Area, including assuring the preservation of good visual continuity between landscaped areas and natural vegetation. The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Area, as set forth in the first sentence of this Section. The cost of such management, maintenance and repair by the Association shall be borne by the Owners as provided in Article 9.

The Association shall have the right to grant easements for utility and other purposes over, upon, across, under or through any portion of the Common Area, and each Owner hereby irrevocably appoints this Association as attorney- in-fact for such purpose.

Section 8.3. Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Unit.

Section 8.4. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and hold for the use and benefit of all of the Owners tangible and intangible personal property and

may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Area. Such interest shall not be transferable except with the transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium under the foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

Section 8.5. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association Rules shall, inter alia, govern the use of the Common Area by all Owners and tenants, and their respective family members, guests or invitees. A copy of the Rules as adopted, amended or repealed shall be mailed or otherwise delivered to each Owner and a copy shall be posted in a conspicuous place within the project.

In addition to any other enforcement rights described in this Declaration and the Bylaws, or authorized by law and subject to any restrictions on the Association's enforcement rights, including any due process requirements, imposed by this Declaration, the Bylaws, or by law, the Association may take any of the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of this Declaration, the Bylaws, or Association Rules:

- (a) Impose monetary penalties, including late charges and interest,
- (b) Suspend voting rights in the Association,
- (c) Suspend use privileges for the Common Area, and
- (d) Commence a legal action for damages, injunctive relief, or both.

The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Association. Any legal action may be brought in the name of the Association on its own behalf and on behalf of any Owner who consents, and the prevailing party in any such action shall be entitled to recover costs and reasonable attorneys' fees. The Association may take more than one of the foregoing enforcement actions against any one violation or threatened violation, provided that a suspension of use privileges shall not exceed 30 days (unless suspension is for delinquent assessments) and a monetary penalty shall not exceed \$1,000.00 (excluding late charges imposed for delinquent assessments) for any one violation. The Association, in its sole discretion, may resolve or settle any dispute, including any legal action, under such terms and conditions as it considers appropriate.

Amounts owing by Owners pursuant to this Section may be collected by the Association by assessment pursuant to Article 9 below.

An Owner shall be given fifteen (15) days prior notice before the imposition of any disciplinary action and the reasons for such action. The notice shall be hand delivered, or mailed

certified, return receipt requested, to the Owner's last known address. The Owner shall have the opportunity to be heard, orally or in writing, by a majority of the Board of Directors not less than five (5) days before the imposition of the penalty.

The Association may not cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her unit except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under power of sale for failure of the Owner to pay assessments duly levied by the Association.

Section 8.6. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, an every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 8.7. Personal Liability. No member of the Board or of any committee of the Association or any officer of the Association, shall be personally liable to any member for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person or entity if such person or entity has, on the basis or such information as may be possessed by him or her, acted in good faith without willful or intentional misconduct.

ARTICLE 9

ASSESSMENTS

Section 9.1. Agreement to Pay Assessment. Declarant, for each Condominium owned by it within the Project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 9.2. Amount of Total Periodic Assessments. The total periodic assessments against all Condominiums shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area or furnishing electrical, water, sewer and trash collection and services, and other common services, to each Unit, which estimates may include, among other things, expenses of management; taxes and special assessments, until the Condominiums are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; landscaping and care of grounds; common lighting and heating; water charges; trash collection; sewer service charges, repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

Section 9.3. Apportionment of Periodic Assessments. Expenses attributable to the Common Area and to the Project, as a whole shall, be apportioned among all Owners in proportion to the interest in the Common Area owned by each.

Section 9.4. Notice of Periodic Assessments and Time for Payment Thereof. The Association shall make periodic assessments, which assessments shall be annually, quarterly or monthly, as the Association shall from time to time determine. The Association may, in its discretion, allow assessments to be paid in installments. Written notice of assessment shall be given to each Owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after the said written notice has been given. Each periodic assessment shall bear interest at the legal judgment rate from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given.

Section 9.5. Special Assessments for Capital Improvement. In addition to the annual assessments authorized by this Article, the Association may levy at any time a special assessment, payable over such a period as the Association may determine for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Area owned by each. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the legal judgment rate from the date it becomes due and payable if not paid within thirty (30) days after such date.

Section 9.6. Lien for Assessments. All sums assessed to any Condominium pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium except only for: (a) valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority; (b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Declarant, duly recorded in Blaine County, Idaho real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor or materialmen's liens to the extent required by law. All other lienors acquiring liens on any condominium after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium and a description of the Condominium. Such a notice shall be signed by the Association and may be recorded in the office of the County Recorder of Blaine County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale by the Association after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Blaine County, Idaho real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Unless sooner satisfied and released or the enforcement thereof initiated as provided earlier in this Section, any lien created pursuant to this Section shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment, provided, however, that said one year period may be extended by the Association for a period not to exceed one additional year by a written extension signed by the Association and recorded in the office of the County Recorder of Blaine County, Idaho, prior to expiration of said first one year period.

Section 9.7. Personal Obligation of Owner. The amount of any periodic or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his Condominium.

Section 9.8. Statement of Account. Upon payment of a reasonable fee not to exceed \$50.00 and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current periodic assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's

share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Condominium.

Section 9.9. Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 9.8, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE 10

USE OF CONDOMINIUMS

Section 10.1. Residential. Each Condominium shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Time share and interval ownership or use is prohibited. Lease or rental of a Condominium for lodging or residential purposes shall not be considered to be a violation of this covenant. However, any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration, the Articles, the Bylaws, and the Association rules and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. Failure by Owner to take legal action, including the institution of proceedings of Unlawful Detainer against his lessee who is in violation of this Declaration, the Articles, the Bylaws or the Association Rules within ten (10) days after receipt of written demand so to do from the Board, shall entitle the Association, through the Board, to take any and all such action, including the institution of proceedings in Unlawful Detainer on behalf of such Owner against his lessee. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be paid by such Owner.

Section 10.2. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 10.3. Prohibition of Damage and Certain Activities. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 10.4. Animals. The Association may, by rules or regulations, prohibit or limit the raising, breeding, or keeping of animals, livestock, or poultry in any Unit or on the Common Area or any part thereof.

Section 10.5. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association. The Association may impose its enforcement rights as provided by Section 8.5 hereinabove for violation of its Rules and Regulations.

Section 10.6. Maintenance of Interiors. Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition, and good state of repair, and shall keep the Limited Common Area designated for use in connection with his Unit in a clean, sanitary and attractive condition, and shall keep the heating equipment and water heater serving his Unit exclusively in a good state of maintenance and repair.

Section 10.7. Structural Alterations. No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Area shall be done, by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit.

Section 10.8. Offensive Conduct; Nuisances. No noxious or offensive activities, including but not limited to, repair of automobiles or other motorized vehicles, shall be conducted within the Project. Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the residents of the Project, or that in any way interferes with the quiet enjoyment of occupants of units.

Section 10.9. Parking Restrictions. Unless otherwise permitted by the board, no automobile shall be parked or left within the Project other than within an assigned or appurtenant parking stall or space. No boat, trailer, recreational vehicle, camper, truck or commercial vehicle shall be parked or left within the Project other than in a parking area designated by the Association for the parking and storage of such vehicles.

Section 10.10. Signs. No sign of any kind shall be displayed to the public view on or from any unit or within the Common Area without the approval of the Association, except such signs as may be used by the Declarant or its designees for the purpose of developing, selling and improving condominiums within the development for a period of time not to exceed (i) the date on which the last condominium is sold by Declarant or three (3) years from the date of recordation of this Declaration, whichever is sooner, or if a Supplement to the Declaration is recorded, (ii) the date on which the last annexed condominium is sold by Declarant or three (3) years from the date of recordation of the Supplement, whichever is sooner. In exercising its rights under this Section, Declarant shall not unreasonably interfere with the use of the Common Area by any Owner. However, one sign of customary and reasonable dimensions advertising a condominium for sale or for rent may be placed within that portion of the Common Area as designated by the Board for such purpose or elsewhere to the extent required by law, and the location and design thereof shall be subject to approval by the Association.

Section 10.11. Antennae and External Fixtures. No television or radio poles, antennae, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant shall be constructed, erected or maintained on or within the Common Area without the prior written consent of the Association. No wiring, insulation, air-conditioning, or other machinery or equipment other than that originally installed by Declarant shall be constructed, erected or maintained on or within the Common Area.

Section 10.12. Restricted Use of Recreation Vehicles. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living area while located within the Project. No truck, trailer, camper or recreational vehicle may be stored on the Project by any Owner unless it is that Owner's principal means of transportation.

Section 10.13. Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Project other than in the receptacles customarily used for it, which shall be located only in places specifically designated for such purpose except on the scheduled day for trash pickup.

ARTICLE 11

INSURANCE

Section 11.1. Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

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

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

(c) Workmen's Compensation and Employer's Liability Insurance. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by law.

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

(e) Directors and Officers Liability Insurance. The Association shall purchase in such amounts and in such form, as it shall deem appropriate, coverage for all directors, officers, and committee members, for any and all errors and/or omissions that occur during their tenure in office and employment.

(f) Property Within a Unit. The Association may purchase "All-In" or similar insurance covering fixtures, installations or additions that are within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of individual condominium units which are (1) original installations, or, (2) have been replaced according to the original plan, or, (3) have been installed by or at the expense of the Condominium Owners, if such insurance is available and if deemed appropriate by the Association. For purposes of this Section, fixtures, installations or additions include, but are not limited to, paint wall coverings, paneling, tile or similar materials, carpeting, air conditioners, cabinets, cooking ranges and other built in kitchen equipment, clothes dryers and washers, electrical fixtures, dishwashers, fire extinguishing apparatus, plumbing fixtures and refrigerators.

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

Section 11.2. Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit Number, the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner who requests it and to the Declarant a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies

of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

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

Section 11.3. Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit by Declarant, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and regardless of the Association's election, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by Owner, shall be the responsibility of the respective Owners.

Section 11.4. Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 11.5. Owner's Own Insurance. Notwithstanding the provisions of Sections 11.1 and 11.2 hereof, each Owner may obtain insurance at his own expense providing coverage upon his Condominium, his personal property, for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, and other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained of subrogation.

ARTICLE 12

CASUALTY DAMAGE OR DESTRUCTION.

Section 12.1. Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Condominium.

Section 12.2. Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided.

Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

Section 12.3. General Authority of Association. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and the first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

In the event any Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article 9 of this Declaration.

Section 12.4. Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 12.5. Repair and Reconstruction. As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Buildings shall be substantially the same as prior to damage or destruction.

Section 12.6. Funds for Reconstruction. The proceeds of any insurance collection shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article 9 hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 12.7. Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 12.6 constitute a fund for the payment of cost of repair and reconstruction after casualty.

It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 12.6 of this Declaration.

Section 12.8. Decision Not to Rebuild. If all Owners and all holders of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4.

ARTICLE 13

OBSOLESCENCE

Section 13.1. Adoption of a Plan. The record Owners, as reflected on the real estate record of Blaine County, Idaho, representing an aggregate record ownership interest of seventy-five percent (75%) or more of the Units may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction which plan has the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such plan shall be given to all Owners. Such plan shall be recorded in Blaine County, Idaho, real estate records.

Section 13.2. Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums. These assessments shall be levied in advance pursuant to Article 9 hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 13.3. Dissents from the Plan. An Owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen (15) days after the recordation of such plan. The Association shall then give written advice of such dissents to all the Owners within five (5) days after the expiration of such fifteen (15) day period. Within fifteen (15) days of receipt of such notice from the Association, the record Owners, representing an aggregate record ownership of more than sixty-six and two thirds percent (66 2/3%) of the Units may cancel the plan by written instrument recorded in Blaine County, Idaho real estate records. If the plan is not canceled, then the Condominium of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty (60) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all period of time mentioned herein shall be measured. Within ten (10) days following the commencing date each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make such nomination, the appraiser nominated shall, within five (5) days after default by the other party appoint and associate with him another qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of default of one party, are unable to agree, they shall appoint another qualified appraiser to be umpire between them, if they

can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two qualified appraisers, and from the names of the four persons so nominated one shall be drawn by lot by judge of any Court of record in Idaho, and the person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted within ten (10) days after the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement the decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty (60) days after the decision of the appraisers, and the Association as attorney-in-fact shall disburse the proceeds in the same manner provided in Section 13.4 of this Declaration. The obligation of the Association to make such purchase shall be conditioned on the fair market value of the Condominium exceeding the obligations secured by liens on such Condominium, and upon the marketability of the title of the Owner. Owner shall furnish the Association an appropriate abstract of title or commitment for title insurance evidencing marketability of this title not less than fifteen (15) days prior to the date set for completion of the sale.

The Association, pursuant to Article 9 hereof, may levy a special assessment sufficient to provide funds to pay for the Condominiums of Condominiums of such Owners.

Section 13.4. Sale of Obsolete Units. The Owners representing an aggregate ownership interest of eighty percent (80%) or more of the Units may agree that the condominiums are obsolete and that the project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of records at the time such agreement is made. In such instance the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map, and the Bylaws. The sale proceeds shall be apportioned among the Owners in proportion to the respective amounts originally paid to Declarant for the purchase of the Condominium exclusive of the amounts paid for personal property, and such apportioned proceeds shall be paid into separate accounts, each account representing one Condominium. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other liens and the balance remaining to each respective Owner.

Section 13.5. Collection of Excess Amounts for Renewal and Reconstruction. In the event amounts collected pursuant to Section 13.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

ARTICLE 14

CONDEMNATION

Section 14.1. Consequences of Condemnation. If at any time or times during the continuance of the Condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 14.2. Proceeds. Compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

Section 14.3. Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the respective amounts paid to Declarant for the purchase of the Condominium exclusive of the amounts paid for personal property, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principal set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 13.4 of this Declaration.

Section 14.4. Partial Taking. In the event that less than the entire Project is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable, the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows:

- (a) The total amount allocated to taking of or injury to the Common Area shall be apportioned equally among the Owners;
- (b) the total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned;
- (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved; and
- (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances.

If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 13.4 of this Declaration.

Section 14.5. Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the Ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in Article 15 thereof.

Section 14.6. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 12 above.

ARTICLE 15

REVOCATION OR AMENDMENT TO DECLARATION

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of sixty-six and two thirds percent (66 2/3%) or more of the Condominiums, as reflected on the real estate records of Blaine County, Idaho, consent and agree to such revocation or amendment by instruments duly recorded.

Furthermore, the prior written consent of holders of all first mortgages shall be required to revoke this Declaration or to amend any provision of this Declaration in connection with the following subjects:

- (a) Purpose for which the condominium project may be used;
- (b) Creation and subordination of condominium assessment liens;
- (c) Reserves for repair and replacement of Common Area improvements;
- (d) Maintenance of Common Area;
- (e) Casualty and liability insurance; and,
- (f) any provision which, by its terms, is specifically for the benefit of first mortgagees, or specifically confers rights on first mortgagees.

Any such revocation or amendment shall be binding upon every owner and every condominium whether the burdens thereon are increased or decreased by any such amendment and whether or not the owner of each and every condominium consents thereto.

ARTICLE 16

PERIOD OF CONDOMINIUM OWNERSHIP

The Condominium ownership created by this Declaration and the Condominium Map shall continue until this Declaration is revoked in the manner provided in Article 15 of this Declaration or until terminated in the manner provided in Articles 13 (Obsolescence) or 14 (Condemnation) of this Declaration.

ARTICLE 17

MISCELLANEOUS

Section 17.1. Compliance with Provisions of Declaration and Bylaws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

Section 17.2. Registration of Mailing Address. Each owner shall register his mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Bylaws of the Association. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

Section 17.3. Transfer of Declarant's Rights. Any rights or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant either separately or with one or more of such rights or interests, to any person or entity.

Section 17.4. Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after he conveys such Condominium.

Section 17.5. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 17.6. Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 17.7. Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

EXHIBIT A

REAL PROPERTY DESCRIPTION

Lots 6, Block 1 of East East Hailey Meadows Subdivision, Blaine County, Idaho, according to the official plat thereof, recorded April 20, 1979 as Instrument No. 192790, records of Blaine County, Idaho.

EXHIBIT B

| <u>Unit Number</u> | <u>Square Feet</u> | <u>% Interest in Common Area</u> |
|--------------------|--------------------|----------------------------------|
| E | 753.5 | 25% |
| F | 753.5 | 25% |
| G | 753.5 | 25% |
| H | 753.5 | 25% |
| | | <hr/> 100.00 % |

The % Interest in Common Area is the % allocated to each Unit for the purposes of the tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515- of the Idaho Code

EXHIBIT C

ARTICLES OF INCORPORATION

EXHIBIT D

BYLAWS

**BYLAWS
OF
EAST HAILEY MEADOWS ASSOCIATION, INC.**

**ARTICLE 1
OFFICES**

Section 1.1. The principal office of the association in the State of Idaho shall be located in the City of Hailey, County of Blaine. The association may have such other offices, either within or without the state of incorporation as the Board of Directors may designate or as the business of the association may from time to time require.

Section 1.2. The registered office of the association required by the Idaho Nonprofit Corporation Act to be maintained in the State of Idaho may be, but need not be, identical with the principal office in the State of Idaho, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE 2
MEMBERS**

Section 2.1.1. ANNUAL MEETING.

The annual meeting of the members shall be held in each year as determined by the Board of directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the date fixed for the annual meeting shall be a legal holiday such meeting shall be held on the next succeeding business day.

Section 2.2. SPECIAL MEETINGS.

Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the directors, and shall be called by the president at the request of the members of not less than twenty five percent (25%) of all the outstanding shares of the association entitled to vote at the meeting.

Section 2.3. PLACE OF MEETING.

The directors may designate any place, either within or without the state unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place either within or without the state unless otherwise prescribed by statute, as the place for holding such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the association.

Section 2.4.NOTICE OF MEETING.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 14 (fourteen) nor more than 28 (twenty-eight) days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each member stockholder of record entitled to vote at such Meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the stockholder at his address as it appears on the membership books of the association, with postage thereon prepaid.

Section 2.5.QUORUM.

At any meeting of members, members holding one-half (1/2) of the outstanding shares of the association entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than said number of the outstanding shares is represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 2.6.PROXIES.

At all meetings of members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the association before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each proxy shall be revocable at the pleasure of the member who executed it.

Section 2.7.VOTING.

(a) Class A. Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Condominium owned. When more than one (1) person holds an interest in any Condominium, all such persons shall be members. The vote for such Condominium shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Condominium.

(b) Class B. Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each Condominium owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

(i) When the total votes outstanding in the class A membership equal the total votes outstanding in the Class B membership, or

(ii) On January 1, 2018.

Section 2.8.ORDER OF BUSINESS.

The order of business at all meetings of the members shall be as follows:

- (1) Roll call.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
 - (4) Reports of officers.
 - (5) Reports of committees.
 - (6) Election of directors.
 - (7) Unfinished business.
 - (8) New business.

Section 2.9.VOTING OF SHARES BY CERTAIN HOLDERS.

Shares standing in the name of another association may be voted by such officer, agent or proxy as the bylaws of such association may prescribe, or, in the absence of such provision, as the Board of Directors of such association may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A member whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Section 2.10.INFORMAL ACTION BY MEMBERS.

Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 2.11.CUMULATIVE VOTING.

At each election for directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons

as there are directors to be elected, and for whose election he has a right to vote, or to cumulate his votes by giving one candidate as many votes as the number of such directors multiplied by the number of his shares shall equal, or by distributing such votes on the same principal among any number of such candidates.

ARTICLE 3

BOARD OF DIRECTORS

Section 3.1.GENERAL POWERS.

The business and affairs of the association shall be managed by its Board of Directors. The directors shall in all cases act as a Board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the association, as they may deem proper, not inconsistent with these bylaws and the laws of this state.

Section 3.2.NUMBER, TENURE AND QUALIFICATIONS.

The number of directors of the association shall be three (3). Each director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified.

Section 3.3.REGULAR MEETINGS.

A regular meeting of the directors shall be held without other notice than this bylaw immediately after and at the same place as the annual meeting of members. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Section 3.4.SPECIAL MEETINGS.

Special meetings of the directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

Section 3.5.NOTICE.

Notice of any special meeting shall be given at least seven (7) days previously thereto by written notice delivered personally or by email, fax or mailed to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.

The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.6. QUORUM.

At any meeting of the directors a majority shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 3.7. MANNER OF ACTING.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

Section 3.8. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the members. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

Section 3.9. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by vote of the members or by action of the Board. Directors may be removed without cause only by vote of the members.

Section 3.10. RESIGNATION.

A director may resign at any time by giving written notice to the Board, the president or the secretary of the association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

Section 3.11. COMPENSATION.

By resolution of the Board of Directors, each director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director of a fixed sum for attendance at each meeting of the Board of Directors, or both. No such payment shall preclude any director from serving the association in any other capacity and receiving compensation therefor.

Section 3.12. PRESUMPTION OF ASSENT.

A director of the association who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof

or shall forward such dissent by registered mail to the secretary of the association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 3.13.EXECUTIVE AND OTHER COMMITTEES.

The Board, by resolution, may designate from among its members an executive committee and other committees, each consisting of two (2) or more directors. Each such committee shall serve at the pleasure of the Board.

ARTICLE 4

OFFICERS

Section 4.1.NUMBER.

The officers of the association shall be a president, a vice-president, and a secretary/treasurer, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

Section 4.2.ELECTION AND TERM OF OFFICE.

The officers of the association to be elected by the directors shall be elected annually at the first meeting of the directors held after each annual meeting of the members. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 4.3.REMOVAL.

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment the best interests of the association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4.4.VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

Section 4.5.PRESIDENT.

The president shall be the principal executive officer of the association and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the association. He shall, when present, preside at all meetings of the stockholders and of the directors. He may sign, with the secretary or any other proper officer of the association thereunto authorized by the directors, certificates for shares of the association, any deeds, mortgages, bonds, contracts, or other instruments which the directors have authorized to be

executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these bylaws to some other officer or agent of the association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors from time to time.

Section 4.6.VICE-PRESIDENT.

In the absence of the president or in the event of his death, inability or refusal to act, the vice-president shall perform the duties of the president, and when so acting shall have all the powers of and be subject to all the restrictions upon the president. The vice-president shall perform such other duties as from time to time may be assigned to him by the president or by the directors.

Section 4.7.SECRETARY.

The secretary shall keep the minutes of the members, and of the directors' meetings in one or more books provided for that purpose, see all notices are duly given in accordance with the provisions of these bylaws or as required, be custodian of the corporate records and of the seal of the association and keep a register of the post office address of each member which shall be furnished to the secretary by such member, have general charge of the stock transfer books of the association and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the directors.

Section 4.8.TREASURER.

If required by the directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the association, receive and give receipts for moneys due and payable to the association from any source whatsoever, and deposit all such moneys in the name of the association in such banks, trust companies or other depositories as shall be selected in accordance with these bylaws and in general perform all of the duties as from time to time may be assigned to him by the president or by the directors.

ARTICLE 5

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 5.1.CONTRACTS.

The directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the association, and such authority may be general or confined to specific instances.

Section 5.2.LOANS.

No loans shall be contracted on behalf of the association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

Section 5.3.CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the association shall be signed by such officer or officers, agent or agents of the association and in such manner as shall from time to time be determined by resolution of the directors.

Section 5.4.DEPOSITS.

All funds of the association not otherwise employed shall be deposited from time to time to the credit of the association in such banks, trust companies or other depositories as the directors may select.

ARTICLE 6

ACCOUNTING YEAR

The accounting year of the association shall begin on the first day of January each year.

ARTICLE 7

WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or director of the association under the provisions of these bylaws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 8

AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by a vote of the members representing a majority of all the shares issued and outstanding, at any annual members' meeting or at any special members' meeting when the proposed amendment has been set out in the notice of such meeting.

ARTICLE 9

INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER PERSONS

The association shall indemnify, to the fullest extent permitted by law, any person who is made, or threatened to be made, a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative), by reason of the fact that he is or was a director, officer or employee of the association or serves any other enterprise at the request of the association.

DATED this _____ day of _____, 2014.

APPROVED:

Thomas A. Ehrenberg, Incorporator

ARTICLES OF INCORPORATION
OF
EAST HAILEY MEADOWS ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation under the Idaho Nonprofit Corporation Act, adopts the following Articles of Incorporation.

ARTICLE I

The name of the corporation is EAST HAILEY MEADOWS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II

The location and principal office of the Association is 128 Saddle Road, Suite 103, Ketchum, Idaho, 83340. The registered agent of the Association is Robert Korb.

ARTICLE III

The incorporator and his address is Thomas A. Ehrenberg, 2021 East 17th Avenue, Spokane, WA 99203.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the condominium units and common area within that certain tract of property described as Lot 6, Block 1 of East Hailey Meadows Subdivision, Blaine County, Idaho, according to the official plat thereof, recorded April 20, 1979, as Instrument No. 192790, records of Blaine County, Idaho, and to promote the health, safety and welfare of the occupants within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Condominium Declaration for Green Meadows Condominiums, and any supplemental Declaration, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the

Blaine County Recorder and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, held, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money and with the assent of two-thirds (2/3) of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the Association's members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation Law of the State of Idaho by law may now or hereafter have or exercise.

Under no circumstances shall the income of the Association be distributed to the members, directors and officers. The assets of the Association after all creditors have been paid shall be distributed prorata to its members on dissolution.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any unit which is subject by the Declaration to assessment by the Association, including contract sellers who retain fee title, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any condominium unit which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Condominium owned. When more than one (1) person holds an interest in any Condominium, all such persons shall be members. The vote for such Condominium shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Condominium.

(b) Class B. Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each Condominium owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

- (i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (ii) On January 1, 2011.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of three (3) Directors. The number of Directors may be changed by amendment of the Bylaws of the Association. The Bylaws may be changed by amendment to provide that the Directors must be members of the Association.

The initial Directors of the Association and their addresses are as follows:

| | |
|---------------------|--|
| Thomas A. Ehrenberg | 2021 East 17 th Avenue, Spokane, WA 99203 |
| Linda L. Ehrenberg | 2021 East 17 th Avenue, Spokane, WA 99203 |

Margaret M. Hummel

2021 East 17th Avenue, Spokane, WA 99203

(Need 2nd and 3rd Directors)

ARTICLE VIII

DISSOLUTION

The Association may be dissolved as provided by law.

ARTICLE IX

DURATION

The Association shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendments of these Articles shall require the assent of two-thirds (2/3) of the Association members.

ARTICLE XI

LIABILITY

The personal liability of a director to the Association or its members for monetary damages for breach of fiduciary duty as a director is eliminated except as follows:

(a) For any breach of the director's duty of loyalty to the Association or its members.

(b) From acts or omissions not in good faith, or which involve intentional misconduct or a knowing violation of law.

(c) Provided for under Section 30-1-48, Idaho Code, as may be amended or renumbered from time to time.

Chestnut Street Townhomes

STAFF REPORT

TO: Hailey Planning and Zoning Commission
FROM: Micah Austin, Community Development Director
RE: Preliminary Plat – Chestnut Street Townhomes (Conversion)
HEARING: November 10, 2014

Applicant: Martin and Heidi Smith, represented by Bruce Smith of Alpine Enterprises
Project: Chestnut Street Townhomes Conversion
Request: Preliminary Plat approval with recommendation to the City Council
Location: Lot 20A, Block 8, Hailey Townsite
Zoning: General Residential (GR) within the Townsite Overlay (TO)

Notice

Notice for the public hearing was published in the Idaho Mountain Express on October 15, 2014; the notice was mailed to public agencies and to property owners within 300 feet on October 20, 2014. The site was posted on October 20, 2014

Application

Owners Martin and Heidi Smith, represented by Bruce Smith of Alpine Enterprises, have submitted an application for Preliminary Plat approval for a townhouse plat/subdivision of an existing building located on Lot 20A, Block 8, Hailey Townsite. The property is currently zoned General Residential (GR) and is within the Townsite Overlay (TO). The existing building, a duplex, is situated on a parcel comprising 6,601 square feet (0.15 acres). The applicant proposes to reclassify the real estate of the existing building into two residential townhome sublots. The proposed residential townhome sublots are designated at Sublot 1 and Sublot 2, comprising 2,365 square feet (.05 acre) and 4,235 square feet (0.10 acre) respectively. A townhome declaration has been submitted with the project and the party wall and maintenance of common facilities. The existing residential density is nonconforming for this zone and has been noted in the comments below. As a townhome conversion of an existing building, the preliminary plat is not subject to Section 4.10 of the Subdivision Ordinance, which addresses parks, pathways, and other green spaces. As a reclassification of real estate (i.e. conversion) and as a nonconforming use with various non-conformities, many standards are not applicable to this project.

Procedural History and Background

On November 10, 2014, the Hailey Planning and Zoning Commission will consider the proposed Preliminary Plat and hold a public hearing.

| Standards of Evaluation for a Subdivision | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Section 3.1.1.1 | Complete Application |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Department Comments | <p>Engineering: No concerns</p> <p>Life/Safety: No concerns</p> <p>Wastewater: - Wastewater – Each townhome unit may be required to have their own sewer service to mainline (Roger Parker)</p> <p>Water: - Install separate water vaults and meters for each connection (Mariel Platt)</p> <p>Streets: No concerns</p> |
| | | | | Planning and Zoning: No concerns |
| | | | | Boards or Commissions: No concerns |
| | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.0 General Standards | The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Ordinance, the Zoning Ordinance and any other applicable Ordinance or policy of the City of Hailey. |
| | | | <i>Staff Comments</i> | <i>See specific standards below.</i> |
| 4.1 Streets | | | | |
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1 | Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below. |
| | | | <i>Staff Comments</i> | <p>- No new streets are proposed but access is currently provided via the existing alley and Chestnut Street. The alley provides primary access to the garage entrance, which is preferred within this overlay district.</p> <p>- This is considered an existing non-conforming use, however the proposed preliminary plat complies with the provisions of Article 13 of the Zoning Ordinance.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.1 | All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be |

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| | | | | aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern. |
| | | | <i>Staff Comments</i> | - No new streets are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.2 | <p>Cul-de-sacs or dead end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.</p> <p style="text-align: center;">More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.</p> |
| | | | <i>Staff Comments</i> | - No cul-de-sacs or dead end streets are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.3 | <p>Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neckdowns shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any two three-way intersections.</p> |
| | | | <i>Staff Comments</i> | - No new streets are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.4 | <p>Street center lines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neckdowns shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.</p> |
| | | | <i>Staff Comments</i> | - No new streets are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.5 | <p>Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.</p> |
| | | | <i>Staff Comments</i> | - No new streets are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.6 | <p>Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.</p> |
| | | | <i>Staff Comments</i> | - No new streets are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.7 | <p>Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway</p> |

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| | | | | greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope. |
| | | | <i>Staff Comments</i> | - No new streets are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.8 | The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Stormwater Discharge from Construction Activity" for all construction activity affecting more than one acre. |
| | | | <i>Staff Comments</i> | - No new storm drainage systems are proposed. No drywells or other drainage systems are currently utilized for the development. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.9 | The Developer shall provide and install all street and traffic control signs in accordance with City Standards. |
| | | | <i>Staff Comments</i> | - No new traffic control mechanism are proposed |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10 | All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County. |
| | | | <i>Staff Comments</i> | - No new streets are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10.1 | Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner's association. |
| | | | <i>Staff Comments</i> | - The existing alley and Chestnut Street provide access to the two dwelling units and are maintained by the City of Hailey. This is considered a non-conforming use; however the proposed preliminary plat complies with the provisions of Article 13 of the Zoning Ordinance. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10.2 | Private streets, wherever possible, shall provide interconnection with other public streets and private streets. |
| | | | <i>Staff Comments</i> | - The existing alley and Chestnut Street provide access to the two dwelling units and are maintained by the City of Hailey. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10.3 | The area designated for private streets shall be platted as a separate parcel according to subsection 4.5.3 below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat. |
| | | | <i>Staff Comments</i> | - The existing alley and Chestnut Street provide access to the two dwelling units and are maintained by the City of Hailey. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10.4 | Private street names shall not end with the word "Road", "Boulevard", "Avenue", "Drive" or "Street". Private streets serving five (5) or fewer dwelling units shall not be named. |
| | | | <i>Staff Comments</i> | - No new streets are proposed |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.10.5 | Private streets shall have adequate and unencumbered 10-foot wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement |

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| | | | Staff Comments | - The driveway provides access to both dwellings and is called out as an unbuildable, common driveway easement. The plat note explains that this area is unbuildable on Plat Note 6 on the Preliminary Plat. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.11.5 | No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots. |
| | | | Staff Comments | - Driveway does not interfere with maintaining existing infrastructure. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.12 | A parking access lane shall not be considered a street, but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. |
| | | | Staff Comments | - Not applicable |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1.13 | Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. |
| | | | Staff Comments | - The alley is 25 feet wide and complies with IFC requirements for fire access to the interior lots. The Chestnut Street right-of-way is 60 feet wide. |

4.2 Sidewalks and Pathways

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.1 | Sidewalks and drainage improvements are required in all zoning districts, except as otherwise provided herein. |
| | | | Staff Comments | - Currently, there are no sidewalks to this development and it is a non-conforming use in many ways, including sidewalk standards. According to Section 13.3, a non-conforming use may be continued when there is no enlargement of the use. Staff sees no enlargement of the proposed use and finds the proposal in compliance with Article 13. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.1.1 | Sidewalks and drainage improvements shall be located and constructed according to applicable City Standards, except as otherwise provided herein. |
| | | | Staff Comments | - See Finding of Fact for Section 4.2.1 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.1.2 | The length of Sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any Public Street or Private Street. |
| | | | Staff Comments | - See Finding of Fact for Section 4.2.1 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.1.3 | New Sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site. |
| | | | Staff Comments | - See Finding of Fact for Section 4.2.1 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.1.4 | Sites located adjacent to a Public Street or Private Street that are not currently thru-streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections. |
| | | | Staff | - See Finding of Fact for Section 4.2.1 |

| | | | Comments | |
|-------------------------------------|--------------------------|--------------------------|-----------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.1.5 | The requirement for Sidewalk and drainage improvements are not required for any Lot Line Adjustment. |
| | | | <i>Staff Comments</i> | - Not applicable |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.2 | Pathways. The Developer shall install all non-vehicular pathways, to City Standards, in all areas within or adjacent to the property to be developed where Pathways are depicted upon the Master Plan. |
| | | | <i>Staff Comments</i> | - See Finding of Fact for Section 4.2.1 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.3 | The Developer may, at Developer's option, propose alternatives to either the standard sidewalk configuration required in Section 4.2.1, or the planned non-vehicular pathway required in Section 4.2.2. The Hearing Examiner or Commission and Council shall ensure that the alternative configuration shall not reduce the level of service or convenience to either residents of the development or the public at large. |
| | | | <i>Staff Comments</i> | - See Finding of Fact for Section 4.2.1 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2.4 | After receiving a recommendation by the Hearing Examiner or Commission, the Council may in its discretion approve and accept voluntary cash contributions in-lieu of the improvements described in this Section 4.2, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110% of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City signs the final plat. In-lieu contributions for sidewalks shall not be accepted in Business, Limited Business, Neighborhood Business Technological Industry and Service Commercial Industrial districts. |
| | | | <i>Staff Comments</i> | - Not applicable |

4.3 Alleys and Easements

| Compliant | | | Standards and Staff Comments | |
|--------------------------|--------------------------|-------------------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.1 | Alleys shall be provided in all Business District and Limited Business District developments where feasible. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.2 | The minimum width of an alley shall be 26 feet. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.3 | All alleys shall be dedicated to the public or provide for public access. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.4 | All infrastructures to be installed underground shall, where possible, be installed in the alleys platted. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.5 | Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within |

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|-------------------------------------|--------------------------|-------------------------------------|-----------------------|--|
| | | | | the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.6 | Dead-end alleys shall not be allowed.. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.3.7 | Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities. |
| | | | <i>Staff Comments</i> | - No alleys are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.3.8 | Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes: |
| | | | <i>Staff Comments</i> | - A current driveway easement provides access to the units and is shown on the current preliminary plat - An easement has been created to accommodate use of a closet. The plat currently reads: "Easement for closet use from 2 story unit to 1 story unit on main floor only." The City's contract Building Official and Plans Reviewer has approved of this easement. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.3.8.1 | To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman's access easement, measured from the Mean High Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access. |
| | | | <i>Staff Comments</i> | - A current driveway easement provides access to the units and is shown on the current preliminary plat - An easement has been created to accommodate use of a closet. The plat currently reads: "Easement for closet use from 2 story unit to 1 story unit on main floor only." |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.3.8.2 | To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property. |
| | | | <i>Staff Comments</i> | - Not applicable |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.3.8.3 | To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk |

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| | | | | and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers. |
| | | | <i>Staff Comments</i> | - Snow storage easements are shown on the preliminary plat and are compliant. |

4.4 Blocks

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.4.1 | The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography. |
| | | | <i>Staff Comments</i> | - No applicable |

4.5 Lots

| Compliant | | | Standards and Staff Comments | |
|--------------------------|--------------------------|-------------------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.1 | All lots shown on the subdivision plat must conform to the minimum standards for lots in the District in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half acre (21,780 square feet). In the event a single-family residential lot greater than one-half acre is platted, irrigation shall be restricted to not more than one-half acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Ordinance. |
| | | | <i>Staff Comments</i> | - Not applicable |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.1.1 | If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future resubdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision. |
| | | | <i>Staff Comments</i> | - Not applicable |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.2 | Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot wide parcel provided must be landscaped to provide a buffer between the street and the lot(s). |
| | | | <i>Staff Comments</i> | - Not applicable |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.3 | No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as "parcels" on the plat. Green Space shall be clearly designated as such on the plat. |
| | | | <i>Staff Comments</i> | - Not applicable |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.4 | A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the "flagpole" projection is serving as a driveway as |

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| | | | | provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The “flagpole” portion of the lot shall be included in lot area, but shall not be considered in determining minimum lot width. The “flagpole” shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way. |
| | | | <i>Staff Comments</i> | - Not applicable |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.5 | All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street. |
| | | | <i>Staff Comments</i> | - Not applicable |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.5.6 | In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures. |
| | | | <i>Staff Comments</i> | - Not applicable |

4.6 Orderly Development

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.6.1 | Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land. |
| | | | <i>Staff Comments</i> | - Building is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.6.2 | Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council. |
| | | | <i>Staff Comments</i> | - Building is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.6.3 | No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following: <ul style="list-style-type: none"> • Provision of on-site or off-site street or intersection improvements. • Provision of other off-site improvements. • Dedications and/or public improvements on property frontages. • Dedication or provision of parks or green space. • Provision of public service facilities. • Construction of flood control canals or devices. • Provisions for ongoing maintenance. |
| | | | <i>Staff Comments</i> | - Building is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.6.4 | When the Developer of Contiguous Parcels proposes to subdivide any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make |

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| | | | | <p>appropriate Staff Comments:</p> <ul style="list-style-type: none"> a) Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic. b) Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations. c) Water main lines and sewer main lines shall be designed in the most effective layout feasible. d) Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible. e) Park land shall be most appropriately located on the Contiguous Parcels. f) Grading and drainage shall be appropriate to the Contiguous Parcels. g) Development shall avoid easements and hazardous or sensitive natural resource areas. <p style="text-align: center;">The Commission and Council may require that any or all Contiguous Parcels be included in the subdivision.</p> |
| | | | <i>Staff Comments</i> | - Building is existing. |

4.7 Perimeter Walls, Gates and Berms

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.7 | The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade. |
| | | | <i>Staff Comments</i> | - No walls or gates are proposed. - No perimeter landscape berms are proposed |

4.8 Cuts, Fills, Grading and Drainage.

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.1 | Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance. |
| | | | <i>Staff Comments</i> | - Development is existing and no changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.1.1 | A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application. |

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| | | | <i>Staff Comments</i> | <i>- Development is existing and no changes are proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.1.2 | <p>A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information:</p> <p style="text-align: center;">Proposed contours at a maximum of two (2) foot contour intervals; Cut and fill banks in pad elevations; Drainage patterns; Areas where trees and/or natural vegetation will be preserved; Location of all street and utility improvements including driveways to building envelopes; and Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.</p> |
| | | | <i>Staff Comments</i> | <i>- Development is existing and no changes are proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.1 | Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. |
| | | | <i>Staff Comments</i> | <i>- Development is existing and no changes are proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.2 | Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision. |
| | | | <i>Staff Comments</i> | <i>- Development is existing and no changes are proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.3 | Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion. |
| | | | <i>Staff Comments</i> | <i>- Development is existing and no changes are proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.4 | Where cuts, fills or other excavation are necessary, the following development standards shall apply: |
| | | | <i>Staff Comments</i> | <i>- Development is existing and no changes are proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.4.1 | Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability. |
| | | | <i>Staff Comments</i> | <i>- Development is existing and no changes are proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.4.2 | Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM). |
| | | | <i>Staff Comments</i> | <i>- Development is existing and no changes are proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.4.3 | Cut slopes shall be no steeper than two horizontal to one vertical. Subsurface drainage shall be provided as necessary for stability. |
| | | | <i>Staff Comments</i> | <i>- Development is existing and no changes are proposed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.4.4 | Fill slopes shall be no steeper than three horizontal to one vertical. Neither cut nor fill |

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| | | | | <p>slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope.</p> <p><i>Staff Comments</i> - Development is existing and no changes are proposed.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.4.5 | <p>Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.</p> <p><i>Staff Comments</i> - Development is existing and no changes are proposed.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.8.2.5 | <p>The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The Developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by Planning Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Stormwater Discharge from Construction Activity" for all construction activity affecting more than one acre.</p> <p><i>Staff Comments</i> - Development is existing and no changes are proposed.</p> |
| 4.9 Overlay Districts | | | | |
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.1 | <p>Flood Hazard Overlay District</p> <p><i>Staff Comments</i> - Project is not located in a Flood Hazard Overlay District</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.1.1 | <p>Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.</p> <p><i>Staff Comments</i> - Project is not located in a Flood Hazard Overlay District</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.1.2 | <p>Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.</p> <p><i>Staff Comments</i> - Project is not located in a Flood Hazard Overlay District</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.1.3 | <p>Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.</p> <p><i>Staff Comments</i> - Project is not located adjacent to the Big Wood River or any of its tributaries.</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.2 | <p>Hillside Overlay District</p> <p><i>Staff Comments</i> - Project is not located in the Hillside Overlay District.</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.2.1 | <p>Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.</p> <p><i>Staff Comments</i> - Project is not located in the Hillside Overlay District.</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.9.2.2 | <p>Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.</p> <p><i>Staff Comments</i> - Project is not located in the Hillside Overlay District.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.9.2.3 | <p>All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.</p> <p><i>Staff Comments</i> - The developer shall obtain a Site Alteration Permit prior to any development occurring.</p> |

| 4.10 Parks, Pathways and Other Green Spaces. | | | | | | | |
|---|--|-------------------------------------|---|----------|--|-----------------------|---|
| Compliant | | | Standards and Staff Comments | | | | |
| Yes | No | N/A | City Code City Standards and <i>Staff Comments</i> | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;">4.10.1</td> <td style="padding: 5px;"><u>Parks and Pathways.</u> Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.</td> </tr> <tr> <td style="vertical-align: top;"><i>Staff Comments</i></td> <td style="padding: 5px;">- <i>Not applicable, per Section 7 of the Subdivision Ordinance</i></td> </tr> </table> | 4.10.1 | <u>Parks and Pathways.</u> Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein. | <i>Staff Comments</i> | - <i>Not applicable, per Section 7 of the Subdivision Ordinance</i> |
| 4.10.1 | <u>Parks and Pathways.</u> Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein. | | | | | | |
| <i>Staff Comments</i> | - <i>Not applicable, per Section 7 of the Subdivision Ordinance</i> | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;">4.10.1.1</td> <td style="padding: 5px;"> Parks. The Developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula: <p style="text-align: center;">P = x multiplied by .0277</p> <p style="text-align: center;">“p” is the Parks contribution in acres “x” is the number of single family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, “x” is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations</p> <p>In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.</p> </td> </tr> <tr> <td style="vertical-align: top;"><i>Staff Comments</i></td> <td style="padding: 5px;">- <i>Not applicable, per Section 7 of the Subdivision Ordinance</i></td> </tr> </table> | 4.10.1.1 | Parks. The Developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula: <p style="text-align: center;">P = x multiplied by .0277</p> <p style="text-align: center;">“p” is the Parks contribution in acres “x” is the number of single family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, “x” is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations</p> <p>In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.</p> | <i>Staff Comments</i> | - <i>Not applicable, per Section 7 of the Subdivision Ordinance</i> |
| 4.10.1.1 | Parks. The Developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula: <p style="text-align: center;">P = x multiplied by .0277</p> <p style="text-align: center;">“p” is the Parks contribution in acres “x” is the number of single family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, “x” is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations</p> <p>In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.</p> | | | | | | |
| <i>Staff Comments</i> | - <i>Not applicable, per Section 7 of the Subdivision Ordinance</i> | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;">4.10.1.2</td> <td style="padding: 5px;">Pathways. The Developer of any subdivision, or any part thereof, shall provide Pathways for all trails and paths identified in the Master Plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.</td> </tr> <tr> <td style="vertical-align: top;"><i>Staff Comments</i></td> <td style="padding: 5px;">- <i>Not applicable, per Section 7 of the Subdivision Ordinance</i></td> </tr> </table> | 4.10.1.2 | Pathways. The Developer of any subdivision, or any part thereof, shall provide Pathways for all trails and paths identified in the Master Plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance. | <i>Staff Comments</i> | - <i>Not applicable, per Section 7 of the Subdivision Ordinance</i> |
| 4.10.1.2 | Pathways. The Developer of any subdivision, or any part thereof, shall provide Pathways for all trails and paths identified in the Master Plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance. | | | | | | |
| <i>Staff Comments</i> | - <i>Not applicable, per Section 7 of the Subdivision Ordinance</i> | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;">4.10.2</td> <td style="padding: 5px;"> <u>Multiple Ownership.</u> Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly, <ol style="list-style-type: none"> a. by the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or b. by different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies), multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units. </td> </tr> </table> | 4.10.2 | <u>Multiple Ownership.</u> Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly, <ol style="list-style-type: none"> a. by the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or b. by different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies), multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units. | | |
| 4.10.2 | <u>Multiple Ownership.</u> Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly, <ol style="list-style-type: none"> a. by the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or b. by different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies), multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units. | | | | | | |

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| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.3 | Parks and Lands Board. The Parks and Lands Board shall review and make a recommendation to the Hearing Examiner or Commission and Council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the Master Plan and provisions of this ordinance. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| | | | 4.10.4 | Minimum Requirements |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.4.a | Private Green Space. Use and maintenance of any privately owned Green Space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the Council. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.4.b | Neighborhood Park. A Neighborhood Park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A Neighborhood Park shall be deeded to the City upon completion, unless otherwise agreed upon by the Developer and City. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.4.c | Mini Park. A Mini Park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All Mini Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.4.d | Park/Cultural Space. A Park/Cultural Space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more Parks or Park/Cultural Spaces. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.4.e | Pathway. Pathways shall have a minimum twenty foot (20') right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan, or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The City may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a Park for every square foot of qualified dedicated Pathway right-of-way |

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| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5 | Specific Park Standards. All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria): |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5.1 | Shall meet the minimum applicable requirements required by Section 4.10.4. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5.2 | Shall provide safe and convenient access, including ADA standards. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5.3 | Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5.4 | Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drainways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5.5 | Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.5.6 | Shall require low maintenance, or provide for maintenance or maintenance endowment. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.6 | Specific Pathway Standards. All Pathways shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria): |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.6.1 | Shall meet the minimum applicable requirements required by Section 4.10.4. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.6.2 | Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.7 | Specific Green Space Standards. If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria): |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.7.1 | Shall meet the minimum applicable requirements required by Section 4.10.4. |
| | | | <i>Staff</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |

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| | | | <i>Comments</i> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.7.2 | Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space). |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.7.3 | The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.7.4 | The private ownership and maintenance of green space shall be adequately provided for by written agreement. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.8 | <u>In-Lieu Contributions.</u> |
| | | | <i>Staff Comments</i> | See findings below |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.8.1 | After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.8.2 | The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (e.g., square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (e.g., \$/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in Sections 4.10.5.4 and 4.10.5.5 of this ordinance. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.8.3 | Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition, construction and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4.10.8.4 | In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision. |
| | | | <i>Staff Comments</i> | - Not applicable, per Section 7 of the Subdivision Ordinance |
| 5.0 Improvements Required. | | | | |
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.1 | It shall be a requirement of the Developer to construct the minimum infrastructure |

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| | | | | <p>improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.</p> <p><i>Staff Comments</i> - Development is existing.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.1.1 | <p>Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.</p> <p><i>Staff Comments</i> - Development is existing.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.1.2 | <p>Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.</p> <p><i>Staff Comments</i> - Development is existing.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.1.3 | <p>The Developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the City Engineer, except that parks shall be guaranteed and maintained by the Developer for a period of two years.</p> <p><i>Staff Comments</i> - Development is existing.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.2 | <p>The Developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City Engineer as shown upon approved plans and profiles. The Developer shall pave all streets and alleys with an asphalt plant-mix, and shall chip-seal streets and alleys within one year of construction.</p> <p><i>Staff Comments</i> - Development is existing.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.2.1 | <p>Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year.</p> <p><i>Staff Comments</i> - Development is existing.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.2.2 | <p>Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City.</p> <p><i>Staff Comments</i> - Development is existing.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.2.3 | <p>Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIII B of the Hailey Zoning Ordinance.</p> <p><i>Staff</i> - Development is existing.</p> |

| | | | <i>Comments</i> | |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.3 | The Developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The Developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.4 | The Developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards, or other equipment as may be approved by the City Engineer, for each and every developable lot within the development. The Developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.4.1 | Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.5 | The Developer shall provide drainage areas of adequate size and number to meet the approval of the Street Superintendent and the City Engineer or his authorized representative. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.6 | The Developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.7 | The Developer shall improve all parks and Green Space areas as presented to and approved by the Hearing Examiner or Commission and Council. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.8 | All improvements are to be installed under the specifications and inspection of the City Engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.9 | Installation of all infrastructure improvements must be completed by the Developer, and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the Developer and/or contractor and conducted with the Developer and/or |

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| | | | | contractor, the City Engineer, and appropriate City departments to determine a punch list of items for final acceptance. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.9.1 | The Developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by Developer after the final plat has been signed by City representatives. |
| | | | <i>Staff Comments</i> | - Development is existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5.10 | Prior to the acceptance by the City of any improvements installed by the Developer, three (3) sets of "as-built plans and specifications" certified by the Developer's engineer shall be filed with the City Engineer |
| | | | <i>Staff Comments</i> | - Development is existing. |
| Section 8: Townhouses. | | | | |
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8.1 | Plat Procedure. The Developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sub-lots, which shall adequately provide for the control (including billing where applicable) and maintenance of all common utilities, commonly held facilities, garages, parking and/or Green Spaces. Prior to final plat approval, the Developer shall submit to the City a final copy of the party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon. |
| | | | <i>Staff Comments</i> | - A draft party wall agreement has been submitted with the application. This document also contains language for maintenance of all common areas. - A Sewer Maintenance Agreement has been submitted - Plat notes address maintenance of the common driveway by the owners of Sublot 1 and 2. Plat notes 6 and 7 call out maintenance of common areas on the Preliminary Plat. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8.2 | Garage. All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sub-lots, provided that the ownership of detached garages is appurtenant to specific townhouse units on the townhouse plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. |
| | | | <i>Staff Comments</i> | - Garages and driveways are shown on the plat. All garages are located on the same sub-lot as the principle dwelling and no party walls are proposed. All garages are attached to the principle dwelling. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8.3 | Storage/Parking Areas. Residential townhouse developments shall provide parking spaces according to the requirements of Article IX of the Zoning Ordinance . |
| | | | <i>Staff Comments</i> | - Each townhouse is providing two parking spaces with two spaces in the garage and two spaces in each driveway. All required parking is located on-site and does not encroach on the alley or Chestnut Street. |

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| | | | | - Required number of spaces for this use is 1.5 spaces per unit, resulting in 3 total spaces for the development. Four spaces have been provided. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8.4 | Construction standards. All townhouse development construction shall be in accordance with the IBC, IRC and IFC. Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit. |
| | | | <i>Staff Comments</i> | -The existing townhouses have been built according to the building code adopted at the time of building permit issuance. - The easement for the closet has been approved by the city of Hailey contract Building Official and Plan Reviewer, the Idaho Department of Building Safety. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8.5 | General Applicability. All other provisions of this Ordinance and all applicable ordinances, rules and regulations of the City and all other governmental entities having jurisdiction shall be complied with by townhouse developments. |
| | | | <i>Staff Comments</i> | - All provisions of this Ordinance and all other applicable standards shall be complied with by the townhouse development. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8.6 | Expiration. Townhouse developments which have received final plat approval shall have a period of three calendar years from the date of final plat approval by the Council to obtain a building permit. Developments which have not received a building permit, shall be null and void and the plats associated therewith shall be vacated by the Council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the Council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a period of three years without the prior consent of the Council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated. |
| | | | <i>Staff Comments</i> | - The applicant has three calendar years from the date of the final plat approval to obtain a building permit for this development. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8.7 | Conversion. The conversion by subdivision of existing units into Townhouses shall not be subject to Section 4.10 of this Ordinance. |
| | | | <i>Staff Comments</i> | - The project involves the conversion of an existing building into Townhouses, therefore this waiver or standards applies. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8.8 | The maximum number of Cottage Townhouse Units on any parcel shall be twelve (12), and not more than two (2) Cottage Townhouse Developments shall be constructed adjacent to each other. |
| | | | <i>Staff Comments</i> | - Not applicable. |

Summary and Suggested Conditions

The Council shall review the proposed plat and continue the public hearing, approve, conditionally approve, or deny the preliminary plat.

The following conditions are suggested to be placed on any approval of this application:

- a) All Fire Department and Building Department requirements shall be met.

- b) All City infrastructure requirements shall be met as outlined in the Hailey Subdivision Ordinance and further detailed in the Findings of Fact as approved. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense and shall include all infrastructure improvements as identified in the Findings of Fact.
- c) The final plat shall include plat notes #1 through #5 as stated on the approved preliminary plat [with the following amendments and additions: if applicable]
- d) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance.
- e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
- f) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.
- g) Any subdivision inspection fees due shall be paid prior to recording the final plat.
- h) Any application development impact fees shall be paid prior to recording the final plat.
- i) All in-lieu fees as identified in the Findings of Fact and approved by this decision must be paid prior to recording the Final Plat. These in lieu include, but may not be limited to:
- j) All applicable storm water permits shall be provided before the Final Plat is approved.
- k) The City Engineer shall inspect and approve all grading and drainage improvements prior to final plat approval
- l) The closet easement shall be constructed according to all applicable IBC, IRC, and IFC standards prior to recordation of the Final Plat.

Motion Language:

Approval:

Motion to recommend approval of the Preliminary Plat for Chestnut Street Townhomes, Martin and Heidi Smith, represented by Bruce Smith of Alpine Enterprises, finding that the application meets City Standards.

Denial:

Motion to recommend denial of the application for _____ located at _____), finding that _____ [the Commission should cite which standards are not met and provided the reason why each identified standard is not met].

Continuation:

Motion to continue the public hearing upon the _____ application for _____ to _____ [the Commission should specify a date].

Proposed Name of Subdivision: Chestnut Street Townhomes

Street Address or General Location of Property: Corner of River St. & Chestnut St. 15 & 15 1/2 W. Chestnut St.

Legal Description of Property: Lot 20A, Block 8, Hailey Townsite

Current Zoning of Property: GR Total Area of Property: +/- 6000 sq. ft. Number of Lots/Units: 2

Check the one box that applies:

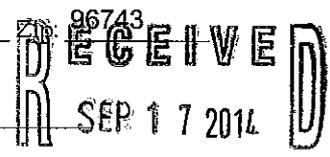
- Regular Plat - 5 or more residential parcels, 3 or more non-residential parcels (Commission and Council Review).
- Short Plat - 4 or fewer residential parcels, 2 non-residential parcels, townhouse or condominium units in existing or approved structures, or lot line adjustment creating more than 1 lot in the Townsite Overlay District (Commission Review only).
- Lot Line Adjustment (Administrative Review).

Name of Owner of the Property: Martin & Heidi Smith

Mailing Address: 62-2391 Kanehoa St. City: Kamuela State: HI

Phone: 808 - 880 - 1236 Fax: same Cell: 808 - 345 - 3765

Email Address: carbuff@kona.net



Property Owner Consent:

By signature hereon, the property owner acknowledges that City officials and/or employees may, in the performance of their functions, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application, pursuant to Idaho Code Section 6507. The property owner is also hereby notified that members of the Planning and Zoning Commission and City Council are required to generally disclose the content of any *ex parte* discussion (outside the hearing) with any person, including the property owner or representative, regarding this application.

Property Owner's Signature: SEE ATTACHED Date: / /

Name of individual to contact on behalf of Trust or LLC (if applicable): SAME AS ABOVE

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Cell: _____

Email Address: _____

Application Contact (if different than above): Bruce Smith, PLS, Alpine Enterprises Inc.

**Application Contact will be the Planning Department's primary contact for questions related to the application.

Mailing Address: PO Box 2037 City: Ketchum State: ID Zip: 83340

Phone: 208 - 727 - 1988 Fax: 208 - 727 - 1987 Cell: 208 - 720 - 3042

Email Address: bsmith@alpineenterprisesinc.com

See attached checklist(s) for items that must be submitted with this application in order for application to be considered complete. See the Hailey Subdivision Ordinance for explanation of the review process.

Fees: *Cost of additional noticing, recording fees, and other direct costs will also be assessed.* **FOR CITY USE ONLY**

Regular Plat \$1,250 + \$55/lot, sub-lot, or unit..... \$ _____

if w/ development agreement - fees for services rendered by City Attorney are billed @ \$125/hr

OR Short Plat \$300 / lot, sub-lot, or unit (not to exceed \$1,200)..... \$ 600.00

OR Lot Line Adjustment \$240..... \$ _____

Publication: Regular Plat \$40.00 x 4 OR _____ \$ _____

Short Plat \$40.00 x 2 OR Lot Line Adjustment \$40 _____ \$ 80.00

Mailing: Regular Plat: (# of addresses _____) x 4 x (_____ postage + .15 for paper, envelope & label) _____ \$ _____

OR Short Plat: (# of addresses 31) x 2 x (49 postage, + .15 for paper, envelope & label) _____ \$ 39.68

OR Lot Line Adjustment: (# of addresses _____) x (_____ postage + .15 for paper, envelope & label) _____ \$ _____

DO NOT COUNT DUPLICATES OR CITY OF HAILEY

Total Due..... \$ 719.68



A Vicinity Map Showing Chestnut Street Townhomes

Within S.9, T.2N., R.18E., B.M., City of Hailey, Idaho

ALPINE ENTERPRISES INC.

PO Box 1622
Ketchum, ID 83340
208-727-1988

July 2014



- Roads
- ▭ Subject
- ▭ Parcel Data

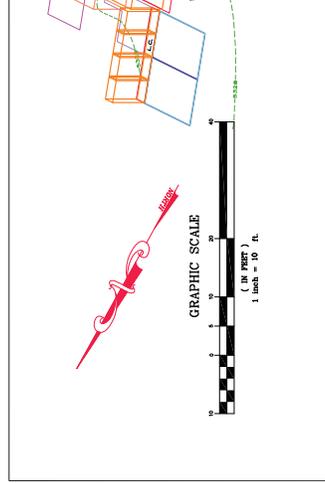
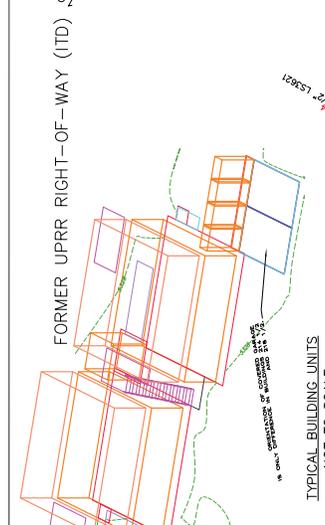
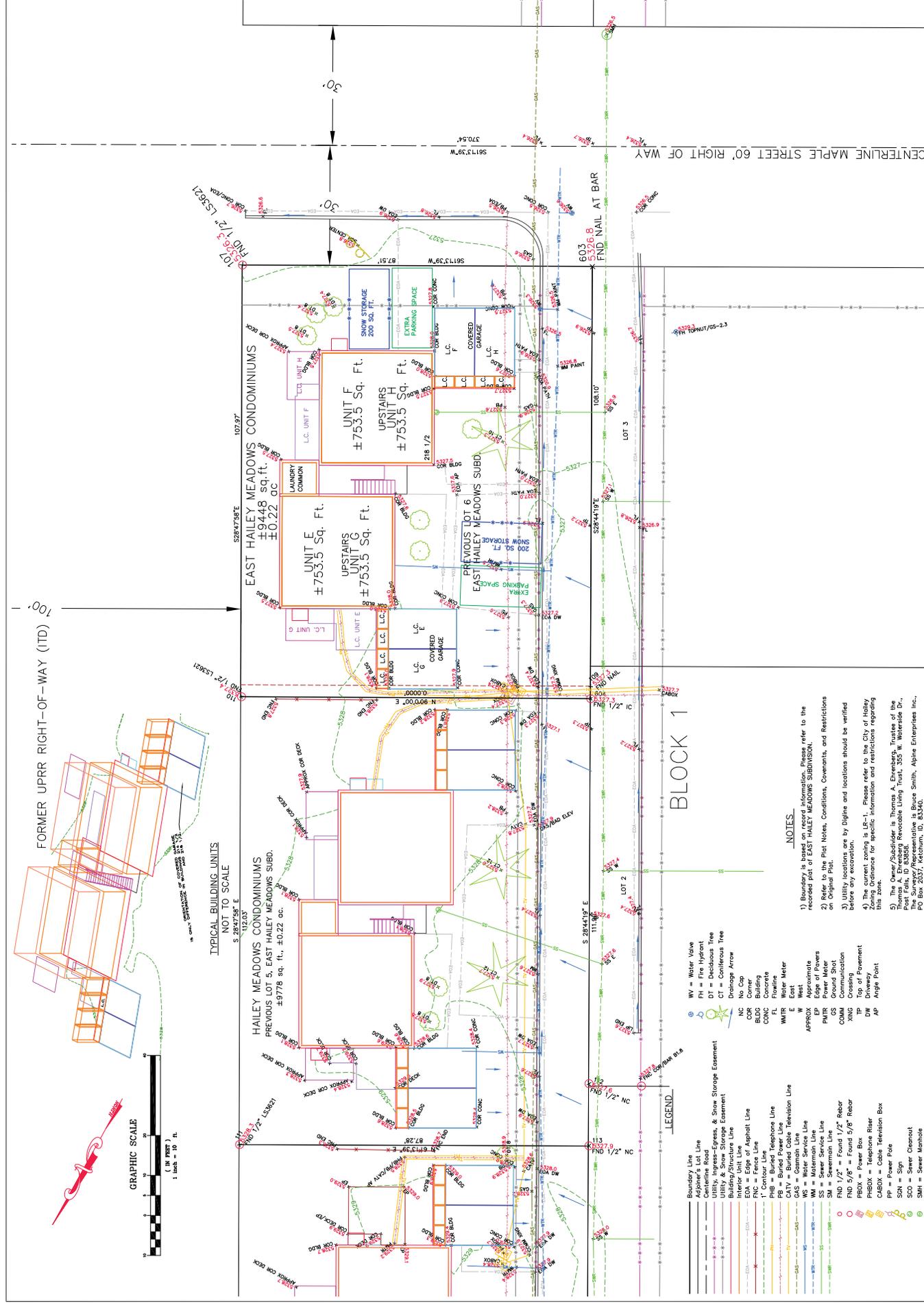
0 100 200 Feet





| | | |
|-----------------------------------|---------|----|
| NO | DATE | BY |
| 1 | 23OCT14 | BS |
| REVISIONS | | |
| ADD MORE PARKING AND SNOW STORAGE | | |

PROJECT PATH AND POINT DATA: U:\LandProjects\2014\802_GreenHdCondos\802_EHaleyCondos PREP.Ltdwg 10/24/2014 4:47:51 PM MDT

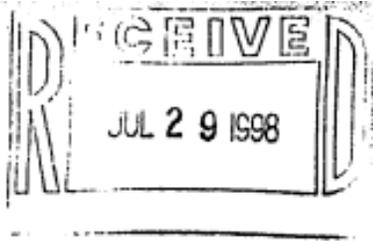


NOTES

- 1) Boundary is based on record information. Please refer to the recorded plat of EAST HAILEY MEADOWS SUBDIVISION.
- 2) Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plat.
- 3) Utility locations are by Digline and locations should be verified before any excavation.
- 4) The current zoning is LR-1. Please refer to the City of Hailey Zoning Ordinance for specific information and restrictions regarding this zone.
- 5) The Owner/Subdivider is Thomas A. Ehrenberg, Trustee of the Thomas A. Ehrenberg Revocable Living Trust, 255 W. Waterside Dr., Ketchum, ID 83340. The Survey Representative is Bruce Smith, Alpine Enterprises Inc., PO Box 2037, Ketchum, ID, 83340.

LEGEND

- Boundary Line
- Centerline Road
- Utility, Ingress-Egress, & Snow Storage Easement
- Utility & Snow Storage Easement
- Interior Unit Line
- FNC = Fence Line
- PFB = Buried Power Line
- CATV = Buried Cable Television Line
- MS = Water Sewer Line
- SS = Sewer Service Line
- SM = Sewer Main Line
- FND 5/8" = Found 5/8" Rebar
- FND 1/2" = Found 1/2" Rebar
- PROX = Power Box
- CABOX = Cable Television Box
- PP = Power Pole
- SN = Sign
- SCO = Sewer Cleanout
- SMH = Sewer Manhole
- WV = Water Valve
- FH = Fire Hydrant
- DT = Deciduous Tree
- CT = Coniferous Tree
- Manhole Arrow
- NC = Corner
- BULD = Building
- CONC = Concrete
- WATR = Water Meter
- E = East
- W = West
- APPROX = Approximate
- APR = Approximate
- PMTR = Power Meter
- GS = Ground Shot
- COMM = Communication
- TP = Top of Footing
- DW = Driveway
- AP = Angle Point



SEWER MAINTENANCE AGREEMENT

THIS SEWER MAINTENANCE AGREEMENT is entered into this 23rd day of July, 1998, by and between MARTY and HEIDI SMITH, husband and wife, of P.O. Box 5977, Ketchum, Idaho 83340 (hereinafter "Smith") and the CITY OF HAILEY, IDAHO, a municipal corporation, of P.O. Box 945, Hailey, Idaho 83333-0945 (hereinafter "Hailey");

RECITALS

WHEREAS, Smith owns that certain real property described as:

Lot 20A and 20B of A REPLAT OF LOTS 18, 19, and 20, Block 8, Hailey original townsite, Hailey, Blaine County, Idaho; and

WHEREAS, Hailey requires the installation of an eight inch (8") sewer lateral in order to provide sewer service to Lots 20A and 20B and Smith has installed a six inch (6") sewer lateral; and

WHEREAS, Hailey is willing to provide sewer service to Lots 20A and 20B if Smith and their successors and assigns agree to be solely responsible for the maintenance and repair of that portion of the six inch (6") sewer line which is located in the Chestnut Street right-of-way.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other valuable consideration, receipt of which is hereby acknowledged, Smith and Hailey agree as follows:

- 1. Smith and their successors and assigns, as owners of Lots 20A and 20B, shall be solely responsible for maintenance of the six inch (6") sewer line located in the Chestnut Street right-of-way which serves Lots 20A and 20B.

417293
Agreement
BLAINE CO. REQUEST
OF: City of Hailey
298 AUG 4 PM 4 26
MARY GREEN, CLERK
FEES \$12.00

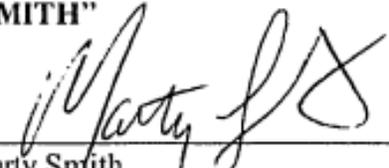
2. All costs associated with the operation and maintenance of the six inch (6") sewer line located in the Chestnut Street right-of-way shall be borne solely by Smith and their successors and assigns, as owners of Lots 20A and 20B.

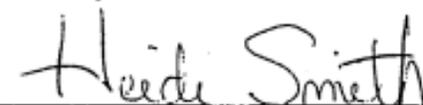
3. Hailey shall provide sewer service to Lots 20A and 20B on the same terms and conditions as it provides sewer service to other similar properties located in the City of Hailey.

4. This Sewer Maintenance Agreement shall run with the land and shall be binding upon Smith's successors and assigns and upon Hailey's successors and assigns.

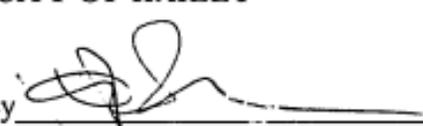
5. In the event that any party hereto has to retain counsel for the purpose of enforcing any of the rights, duties or obligations arising out of or relating to this Agreement, the non-prevailing party shall pay to the prevailing party the latter's reasonable attorneys' fees and costs, whether or not litigation is actually instituted, and including attorneys' fees and costs incurred regarding any arbitration, administrative, bankruptcy or judicial proceedings and appeals therefrom.

"SMITH"

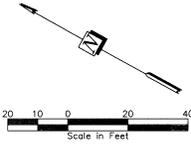

Marty Smith


Heidi Smith

"CITY OF HAILEY"

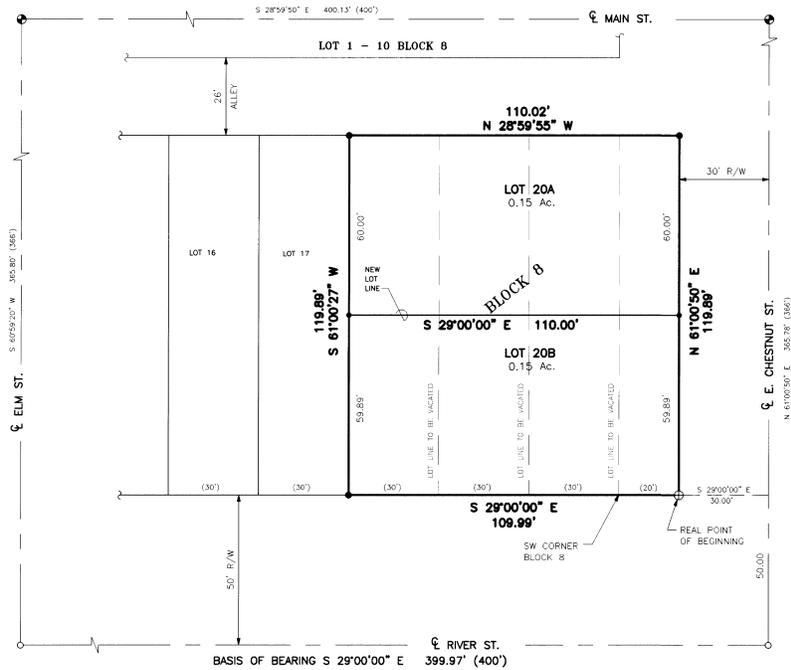
By 
Brad Siemer, Mayor

A Lot Line Shift Showing
A REPLAT OF LOTS 18, 19 & 20
BLOCK 8 HAILEY ORIGINAL TOWNSITES
 Hailey, Blaine County, Idaho
 May 1997



LEGEND

- property boundary
- ⊕ found brass cap
- ⊕ set aluminum cap
- found 5/8" iron pin
- set 5/8" iron pin
- found 1 1/2" iron pin
- set 1 1/2" iron pin
- () record data



HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Date: 03-97 *Robert A. Eichen*
 South Central District Health Dept., EHS

WATER SYSTEM CERTIFICATE

Pursuant to Idaho code 50-1334, we Marly Smith and Heidi Smith, as owners, do hereby state that the lots on this plat are eligible to receive water service from the City of Hailey Municipal Water System.

Marly Smith
 Marly Smith

Heidi Smith
 Heidi Smith



SAWTOOTH ENGINEERING
 Civil Engineers and Land Surveyors
 Hailey (208) 788-9060 Idaho

CERTIFICATE OF OWNERSHIP

This is to certify that Mr. Marty Smith and Mrs. Heidi Smith are the owners of the Real Property described as follows:

All of lots 18, 19, 20, and a portion of Chestnut Street of Block 8 of the Hailey original Townsite as recorded at his office of the Blaine County Recorder located in Section 9, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Idaho and is more particularly described as follows: Commencing at the intersection of Chestnut Street and River Street of said Hailey Townsite; Thence along the centerline of said Chestnut Street N 61°00'50" E 50.00 ft; Thence N 29°00'00" W 30.00 ft. to the REAL POINT OF BEGINNING; Thence N 61°00'50" E 119.89 ft; Thence N 28°58'55" W 110.01 ft. to the Northeast corner of said Lot 18; Thence S 61°00'22" W 119.89 ft. to the Northwest corner of said Lot 18; Thence along the Easterly Right Of Way of said River Street S 29°00'00" E 110.00 ft. to the REAL POINT OF BEGINNING containing 0.30 acres, more or less.

IN WITNESS WHEREOF, we hereunto set our hands this _____ day of _____, 19__.

Marty Smith signature and name

Heidi Smith signature and name

ACKNOWLEDGMENT

STATE OF IDAHO } ss
COUNTY OF BLAINE }

On this 17 day of July, 1997, before me, a Notary Public in and for said state personally appeared the above named person(s) and acknowledged to me that they executed the same.

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



Christina Suric signature and name, Notary Public

APPROVAL OF CITY PLANNING AND ZONING COMMISSION

The foregoing plot was approved by the City planning and zoning commission of Hailey on this 24 day of June, 1997.

Signature of City Planning and Zoning Commission member

SURVEYOR'S CERTIFICATE

I, Bruce T. Butler a registered land surveyor in the State of Idaho, do hereby certify that this plot is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY ENGINEER'S APPROVAL

I, Jim W. Koonce, County Engineer for Blaine County, Idaho, have checked the foregoing plot and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Jim W. Koonce signature and name, County Engineer, 9/10/97 Date

APPROVAL OF CITY COUNCIL

The foregoing plot was approved by the City council of Hailey on this 24 day of May, 19__.

Signature of City Clerk of Hailey

Signature of Mayor of the City of Hailey

CITY ENGINEER'S APPROVAL

The foregoing plot was approved by Michael D. Chait, City Engineer for the City of Hailey on this 10 day of July, 1997.

Michael D. Chait signature and name, City Engineer, official seal

COUNTY TREASURER'S APPROVAL

The taxes on the foregoing parcel of land have been paid to this date and this plat is approved this 6th day of October, 1997.

Signature of Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } ss
COUNTY OF BLAINE } 406698

This is to certify that the foregoing plot was filed in the office of the Recorder of Blaine County, Idaho on this 6 day of Oct, 1997, at 4:03 P.M., and duly recorded in Plat Book _____, at page _____.

Signature of Ex-officio Recorder

ORDINANCE NO. 270

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO VACATING ALL THOSE PORTIONS OF CHESTNUT STREET LYING BETWEEN MAIN STREET AND RIVER STREET EXCEPTING 30 FEET ON EACH SIDE OF THE CENTER LINE THEREOF; VACATING THAT PORTION OF MAPLE STREET LYING BETWEEN MAIN STREET AND RIVER STREET EXCEPTING 30 FEET ON EACH SIDE OF THE CENTER LINE THEREOF; AND FIXING THE EFFECTIVE DATE HEREOF.

WHEREAS, All adjoining property owners have petitioned the Mayor and City Council of Hailey, Idaho, for the vacation of unused and unimproved portions of streets as hereinafter provided, and

WHEREAS, It appears that said streets west of Main street are short streets which dead end in the next block; and that it is in the public interest that the petition be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section I. All that portion of Chestnut Street lying between Main Street and River Street in said City of Hailey, excepting 30 feet on each side of the center line thereof, is hereby vacated; and hereby said portion of Chestnut Street is reduced in width from 100 feet to 60 feet, said 60 feet being 30 feet on each side of the center line thereof.

Section II. All that portion of Maple Street lying between Main Street and River Street in the City of Hailey, Idaho, excepting 30 feet on each side of the center line thereof, is hereby vacated; and hereby said portion Maple Street is reduced in width from 100 feet to 60 feet said 60 feet being 30 feet on each side of the center line thereof.

Section III. This ordinance shall be in full force and effect from and after its passage, approval and publication.

Passed by the City Council of the City of Hailey, Idaho, this 16th day of September, 1964.

Approved by the Mayor of the City of Hailey, Idaho, this 16th day of September, 1964.

/s/ George B. Allen
Mayor

ATTEST:

/s/ Virna Alred
City Clerk

Constance M. Ellway
Notary Public for Idaho
Residing at Hailey

Subscribed and Sworn before me this 13th day of Nov. 1967

289871

City of Haverly

BLAINE CO.
REQUEST OF _____

'87 NOV 13 AM 11 21

Mose

MAI SIEEM BLERIN
[Signature]
DEPUTY
FEES \$ *6.00*



GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREIN ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

STEWART TITLE GUARANTY COMPANY, a corporation, herein called the Company

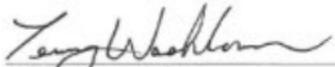
GUARANTEES

The Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: August 20, 2014

In witness whereof, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Countersigned by:


Authorized Countersignature

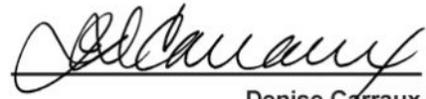
stewart
title guaranty company



Matt Morris
President and CEO

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
Agent ID: 120037





Denise Carraux
Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of impairing constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any authority that levies taxes or assessments on real property or by the public records
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water whether or not the matters excluded by (1), (2) or (3) are shown by the public records
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this guarantee, or title to streets, roads, avenues, lanes, ways, or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easement are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to t
For which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this

Guarantee.

- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of the Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims; Termination of Liability – In case of a claim under this guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under paragraph 5, and the Guarantee shall be surrendered to the Company for Cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured Claimant any claim assured against this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall

terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured without the written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with the Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the

parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, and Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029 Houston, Texas 77252-2029.

**LOT BOOK GUARANTEE
SCHEDULE A**

File No.: 1418899

Guarantee No.: G-2222-000071539

Date of Guarantee: August 20, 2014 at 8:00 am

Liability: \$1,000.00

Premium: \$150.00

A. Assured:

Alpine Enterprises Inc. and Bruce Smith, PLS

B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:

1. Description of the land in Blaine County, Idaho:

Lot 20A of A Replat of LOTS 18, 19 & 20 BLOCK 8, HAILEY ORIGINAL TOWNSITE, according to the official plat thereof recorded October 6, 1997 as Instrument No. 406698, records of Blaine County, Idaho.

2. The last recorded instrument in the public records purporting to transfer title to said land was:

Warranty Deed, recorded as Document No. 478551, conveying said real property to:

Martin Edson Smith and Heidi Beth Smith, as Co-Trustees of the Martin Edson Smith and Heidi Beth Smith AB Living Trust

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.
4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

C. Exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. General taxes for the year 2014 and subsequent years, which are a lien not yet payable.

Note: General taxes for the year 2013, a lien in the amount of \$3,712.74, which are paid in full.
(Parcel No. RPH00000020820A)

8. Water, sewer and rubbish charges of the City of Hailey.
9. Easements, if any, for public utilities pipelines or facilities installed in any portion of the vacated street or alley shown by Ordinance No. 270 recorded November 13, 1987 as [Instrument No. 289871](#), lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same.
10. Notes, Easements and Restrictions of A Replat of Lots 18, 19 & 20 Block 8 Hailey Original Townsites, recorded October 6, 1997, as [Instrument No. 406698](#), records of Blaine County, Idaho.
11. Sewer Maintenance Agreement, including the terms and provisions thereof, recorded August 4, 1998 as [Instrument No. 417293](#), records of Blaine County, Idaho.

12. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$525,000.00

Dated: 08/30/2005

Grantor: Martin Edson Smith and Heidi Beth Smith, as Co-Trustees of the Martin Edson Smith and Heidi Beth Smith AB Living Trust

Trustee: Blaine County Title Associates

Beneficiary: First Bank of Idaho, fsb

Recorded: 09/06/2005 as instrument No. 525585, records of Blaine County, Idaho

Assigned to Boundary Waters Bank by Assignment recorded 05/31/2011, as Instrument No. 587932, records of Blaine County, Idaho.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

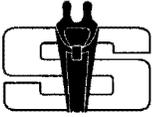
| Reasons we can share your personal information. | Do we share | Can you limit this sharing? |
|--|-------------|---|
| For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations. | Yes | No |
| For our marketing purposes — to offer our products and services to you. | Yes | No |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i> | Yes | No |
| For our affiliates' everyday business purposes — information about your creditworthiness. | No | We don't share |
| For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required. | Yes | Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591. |
| For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies. | No | We don't share |

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

| | |
|--|---|
| How often do the Stewart Title Companies notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do the Stewart Title Companies protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards. |
| How do the Stewart Title Companies collect my personal information? | We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |
| What sharing can I limit? | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances. |

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056



THIS INSTRUMENT WAS FILED FOR RECORD BY BLAINE COUNTY TITLE, AS AN ACCOMMODATION ONLY, IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

Instrument # 478551
 HAILEY, BLAINE, IDAHO
 2003-02-13 10:50:00 No. of Pages: 2
 Recorded for: BLAINE COUNTY TITLE
 MARSHA RIEMANN Fee: 6.00
 Ex-Officio Recorder Deputy
 Index to: WTY/QC/CORP DEED

WARRANTY DEED

For Value Received **MARTIN E. SMITH AND HEIDI B. SMITH** (also shown of record as **Marty Smith and Heidi Smith**), HUSBAND AND WIFE

the Grantor hereby grants, bargains, sells, conveys and warrants unto **MARTIN EDSON SMITH AND HEIDI BETH SMITH, as Co-Trustees of the MARTIN EDSON SMITH AND HEIDI BETH SMITH AB LIVING TRUST**

the Grantee whose current address is: **P.O. BOX 5977, KETCHUM, ID 83340**

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

Parcel Number:

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: **December 05, 2002**

Martin E. Smith
 MARTIN E. SMITH

Heidi B. Smith
 HEIDI B. SMITH

State of **IDHAO**

ss.

County of **BLAINE**

On this 12 day of February, 2003, before me, the undersigned, a Notary Public, in and for said State, personally appeared MARTIN E. SMITH AND HEIDI B. SMITH

_____, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Renée Osenga
 Notary Public
 Residing at: Hailey, ID
 Commission Expires: 12/18/05



LEGAL DESCRIPTION

Order Number: ACCOM

PARCEL I:

Sublot 1, Block 1 of MARIPOSA TOWNHOMES, according to the official plat thereof, recorded June 14, 2002, as Instrument No. 466745, records of Blaine County, Idaho.

PARCEL II:

Lot 94 of TWIN CREEKS II SUBDIVISION, Blaine County, Idaho, according to the official plat thereof recorded November 8, 1972, in Book 8 of Plats, page 23 as Instrument No. 146341, in the office of the County Recorder of Blaine County, Idaho.

PARCEL III:

Lot 112 of THE HEATHERLANDS, Blaine County, Idaho, according to the official plat thereof, recorded as Instrument No. 198153, records of Blaine County, Idaho.

PARCEL IV:

Lot 20A of A REPLAT OF LOTS 18, 19 & 20 BLOCK 8 HAILEY ORIGINAL TOWNSITES, according to the official plat thereof, recorded as Instrument No. 406698, records of Blaine County, Idaho.

PARCEL V:

Lot 20B of A REPLAT OF LOTS 18, 19 & 20 BLOCK 8 HAILEY ORIGINAL TOWNSITES, according to the official plat thereof, recorded as Instrument No. 406698, records of Blaine County, Idaho.

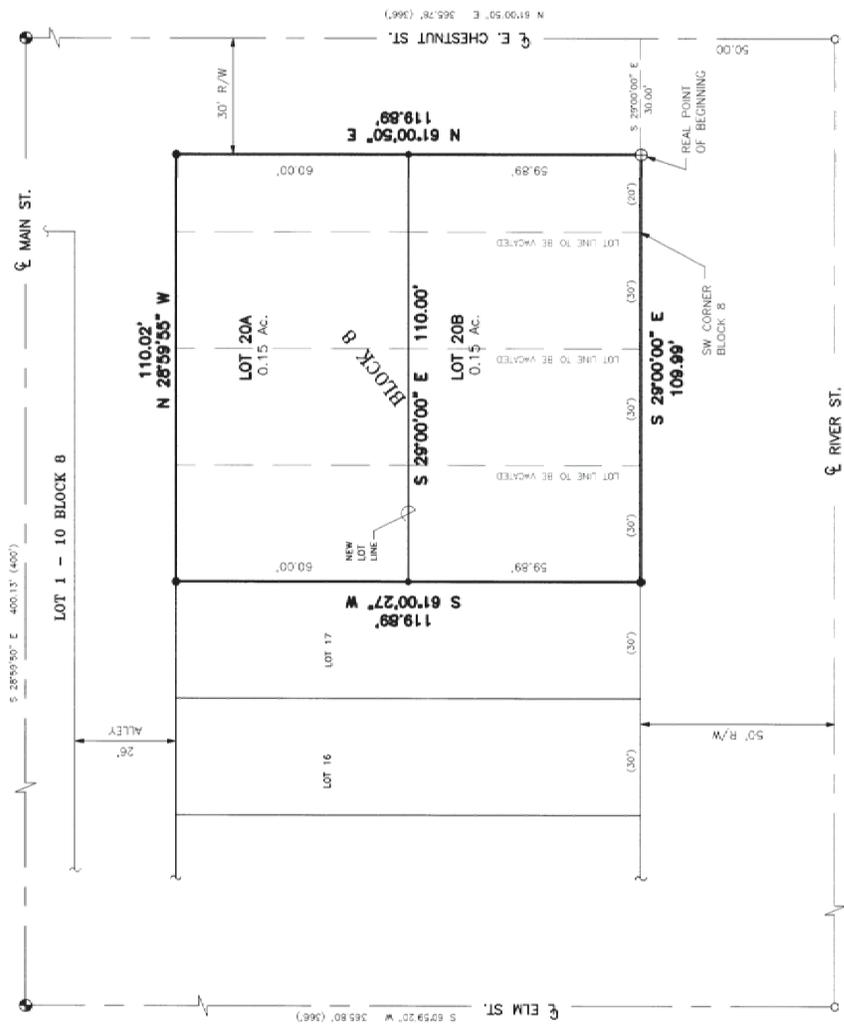
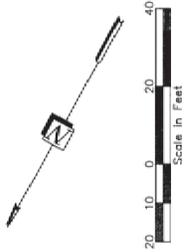
A Lot Line Shift Showing

A REPLAT OF LOTS 18, 19 & 20 BLOCK 8 HAILEY ORIGINAL TOWNSITES

Hailey, Blaine County, Idaho
May 1997

LEGEND

- property boundary
- found brass cap
- ⊕ set aluminum cap
- found 5/8" iron pin
- set 5/8" iron pin
- found 1/2" iron pin
- set 1/2" iron pin
- () record data



HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Date: 0-3-97
Robert G. ...
 South Central District Health Dept., EHS

WATER SYSTEM CERTIFICATE

Pursuant to Idaho code 50-1334, we Marty Smith and Heidi Smith, as owners, do hereby state that the lots on this plat are eligible to receive water service from the City of Hailey Municipal Water System.

Marty Smith
 Marty Smith
Heidi Smith
 Heidi Smith



SAWTOOTH ENGINEERING
 Civil Engineers and Land Surveyors
 Hailey (208) 788-8060
 Idaho

CERTIFICATE OF OWNERSHIP

This is to certify that Mr. Marty Smith and Mrs. Heidi Smith are the owners of the Real Property described as follows:

All of lots 18, 19, 20, and a portion of Chestnut Street of Block 8 of the Hailey original Townsite as recorded at the office of the Blaine County Recorder located in Section 9, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Idaho and is more particularly described as follows:
Commencing at the intersection of Chestnut Street and River Street of said Block 8 of said Townsite;
Thence along the centerline of said Chestnut Street N 61°00'50" E 50.00 ft;
Thence N 29°00'00" W 30.00 ft. to the REAL POINT OF BEGINNING;
Thence N 61°00'50" E 119.89 ft;
Thence N 28°59'55" W 110.01 ft. to the Northeast corner of said Lot 18;
Thence S 61°00'27" W 119.89 ft. to the Northwest corner of said Lot 18;
Thence along the Easterly Right Of Way of said River Street S 29°00'00" E 110.00 ft.
to the REAL POINT OF BEGINNING containing 0.30 acres, more or less.

IN WITNESS WHEREOF, we hereunto set our hands this _____ day of _____, 19____.

Marty Smith
MARTY SMITH

Heidi Smith
HEIDI SMITH

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF BLAINE, } ss

On this 24th day of July, 1997, before me, a Notary Public in and for said state personally appeared the above named person(s) and acknowledged to me that they executed the same.

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

Christina L. Smith
Notary Public



APPROVAL OF CITY PLANNING AND ZONING COMMISSION

The foregoing plat was approved by the City planning and zoning commission of Hailey on this 24 day of July, 1997.

Christina L. Smith

SURVEYOR'S CERTIFICATE

I, Bruce T. Butler a registered land surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.

Bruce T. Butler
Surveyor
No. 1607
Date 7-30-97

COUNTY ENGINEER'S APPROVAL

I, Jim W. Koonce, County Engineer for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Jim W. Koonce
County Engineer
Date 7/10/97

APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Hailey on this 24th day of July, 1997.

Heidi Smith
City Clerk of Hailey
Mayor of the City of Hailey

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Michael D. Cheat City Engineer for the City of Hailey on this 10 day of July, 1997.

Michael D. Cheat
City Engineer
Date 7-10-97

COUNTY TREASURER'S APPROVAL

The taxes on the foregoing parcel of land have been paid to this date and this plat is approved this 6th day of October, 1997.

Michael D. Cheat
Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF BLAINE } ss 406698

This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho on this 24th day of July, 1997 at 1:03 P.M., and duly recorded in Plat Book _____, at page _____.

Christina L. Smith
Ex-officio Recorder

Marino Design Review

**DESIGN REVIEW
STAFF REPORT**

TO: Hailey Planning and Zoning Commission

FROM: Micah Austin, Community Development Director

RE: Design Review application submitted by Russell and Dana Marino, represented by Jolyon H Sawrey, for Design Review of a new single family dwelling, located at Hailey Townsite, Block 5, Lot 15A (630 South River Street), within the General Residential (GR) and Townsite Overlay (TO) Zoning Districts.

HEARING: November 10, 2014

Applicant: Russell and Dana Marino, represented by Jolyon Sawrey

Request: Design Review for one single-family dwelling

Location: Lot 15A, Block 5, Hailey Townsite (630 South River Street)

Zoning: General Residential (GR), within the Townsite Overlay

Notice

Notice for the public hearing was published in the Idaho Mountain Express on October 15, 2014 and mailed to property owners within 300 feet on October 15, 2014.

Application

One single-family dwelling located on Lot 15A, Block 5, Hailey Townsite (630 South River Street). Lot 15A is 6,801 square feet, comprising .156 acre. The single family dwelling is two-story with 1,188 square feet on the main level and 1,000 square feet on the second level for a total living space of 2,188 square feet. The attached garage is designed for two cars and comprises 396 square feet. The maximum height of the structure is 29' 10 5/8" above grade and the proposed lot coverage is 23.2%. A covered porch wraps around the home and accents the front of the structure.

Procedural History

A public hearing before the Planning and Zoning Commission for approval or denial of the project will be held on November 10, 2014, at 5:30 pm in the Council Chambers.

General Requirements for all Design Review Applications

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|-------------------------------------|-----------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.5 (B) | Complete Application |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Department Comments | Engineering: No concerns. |
| | | | | Life/Safety: No concerns. |
| | | | | Water and Sewer: Sewer – There is a sewer service stub into property they can connect to. No issues. |
| | | | | Water--Install water line deep enough or insulated to reduce freezing (see conditions). No other issues. |
| | | | | Building: No concerns. |
| | | | Streets: No concerns. | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 8.2 Signs | 8.2 Signs: The applicant is hereby advised that a sign permit is required for any signage exceeding four square feet in sign area. Approval of signage areas or signage plan in Design Review does not constitute approval of a sign permit. |
| | | | <i>Staff Comments</i> | <i>Signage is prohibited in residential zones.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9.4 On-site Parking Req. | See Section 9.4 for applicable code. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> • Per 9.4.1, two spaces per dwelling are required with a maximum of 6. • Home will have a 1-car garage and the following: <ul style="list-style-type: none"> ○ Space in driveway for two cars to park: parallel to alley and one space perpendicular. ○ 3 spaces total are provided, which is compliant. ○ The parking spaces meet standards are 10' wide by 20 feet long. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8B.4.1 Outdoor Lighting Standards | 8B.4.1 General Standards <ol style="list-style-type: none"> a) All exterior lighting shall be designed, located and lamped in order to prevent: <ol style="list-style-type: none"> 1. Overlighting; 2. Energy waste; 3. Glare; 4. Light Trespass; 5. Skyglow. b) All non-essential exterior commercial and residential lighting is encouraged to be turned off after business hours and/or when not in use. Lights on a timer are encouraged. Sensor activated lights are encouraged to replace existing lighting that is desired for security purposes. c) Canopy lights, such as service station lighting shall be fully recessed or fully shielded so as to ensure that no light source is visible from or causes glare on public rights of way or adjacent properties. d) Area lights. All area lights are encouraged to be eighty-five (85) degree full cut-off type luminaires. e) Idaho Power shall not install any luminaires after the effective date of this Article that lights the public right of way without first receiving approval for any |

| | | | | |
|---|--------------------------|--------------------------|--|---|
| | | | | such application by the Lighting Administrator. |
| | | | Staff Comments | <ul style="list-style-type: none"> - Downcast lighting is called out for all exterior lighting with wall sconces. - The proposed wall sconces are Millenium Lighting R Series, as called out in the plans. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Bulk Requirements | See 4.13.6, Zoning Ordinance |
| | | | Staff Comments | <p>Zoning District: General Residential in the Townsite Overlay. Townsite Overlay bulk requirements apply.</p> <ul style="list-style-type: none"> - Max Height: 30'. <ul style="list-style-type: none"> o Proposed building is exactly 29' 10 5/8" to the peak of the roof, which is measured to the top of the Boston roof vents. Compliant. o Max wall height is 19' 3", which is compliant with the 9' setback on the north side. - Front Setbacks: TO: 12' from the street. Garage doors must be set back 20' from the front property line. <ul style="list-style-type: none"> o Structure is 31' 4 3/4" from the front property line - Side Setback: 15% of lot width, no less than 6' and 10' is the maximum required <ul style="list-style-type: none"> o Minimum setback is 8.4', based on 15% of 56 foot wide lot. o Structure is 9' from the north property line o Structure is 16' 9" from south property line - Alley Setback: 6' <ul style="list-style-type: none"> o Structure is setback 10' from alley - Maximum Lot coverage: 30% in GR for a two-story dwelling with a garage <ul style="list-style-type: none"> o Total coverage is 1,584. Total allowed is 2,041. Proposed lot coverage is 23.2%. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.7 (A) Required Street Improvements Required | Sidewalks and drainage improvements are required in all zoning districts, except as otherwise provided herein. |
| | | | Staff Comments | <ul style="list-style-type: none"> - 7 foot (5') sidewalk will be installed the length of the lot along River Street - All drainage is retained on site, as shown on the drainage plans. Arrows indicated direction of flow for all storm drainage. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.7 (B) Required Water System Improvements | In the Townsite Overlay District, any proposal for new construction or addition of a garage accessing from the alley, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer. |
| | | | Staff Comments | <ul style="list-style-type: none"> - Developer is responsible for insulating all water lines that are buried less than 6 feet. |
| Title 18: Mobility Design Ordinance Requirements | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 18.06.010 Street Classifications, Types, and Designations | |
| | | | Staff Comments | <ul style="list-style-type: none"> - This section of River Street is designated as a Residential Collector. |

| | | | |
|-------------------------------------|--------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 18.06.012 Street Design and Guideline Standards |
| | | | <i>Staff Comments</i> - A 7' wide sidewalk is required along the length of River Street on Lot 15A. This is the minimum requirement for the pedestrian zone on this street classification. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18.06.016 Traffic Calming |
| | | | <i>Staff Comments</i> - No traffic calming is required at this location. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 18.06.022 Pedestrian Facility Design Guidelines and Standards |
| | | | <i>Staff Comments</i> - A 7' sidewalk will be installed the length of Lot 15A along River Street. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18.06.024 Bicycle Facility Design Guidelines and Standards |
| | | | <i>Staff Comments</i> - No bicycle facilities are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18.06.026 Street Tree Guidelines and Standards |
| | | | <i>Staff Comments</i> - No Street trees are proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18.06.028 Streetscape Elements Guidelines and Standards |
| | | | <i>Staff Comments</i> - No streetscape elements are proposed |

Design Review Guidelines for Residential Buildings in the Townsite Overlay District (TO): 6A.9

1. Site Planning: 6A.9.C.1

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
| Yes | No | N/A | Guideline | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.1 | The pattern created by the Old Hailey town grid should be respected in all site planning decisions. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> Lot is configured in a grid pattern and is a reconfiguration of two Old Hailey Lots. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.1 | <p>Site planning for new development and redevelopment shall address the following:</p> <ul style="list-style-type: none"> scale and massing of new buildings consistent with the surrounding neighborhood; building orientation that respects the established grid pattern of Old Hailey; clearly visible front entrances; use of alleys as the preferred access for secondary uses and automobile access; adequate storage for recreational vehicles; yards and open spaces; solar access on the site and on adjacent properties where feasible, and where such decisions do not conflict with other Design Guidelines; snow storage appropriate for the property; underground utilities for new dwelling units. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> Two-story home is broken up by roof lines between the garage and the main structure. Front porch also breaks up the mass of the building. This |

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| | | | | <p>style is seen in the neighborhood and on River Street.</p> <ul style="list-style-type: none"> The proposed site plan and development is consistent with the required site planning guidelines. All utilities will be located underground as shown on the site plan Front entry is defined by a front porch and with a pedestrian sidewalk to the street sidewalk. All vehicular access is off the alley and to the garage 260 square foot storage area is called out for RVs, snow mobiles, etc. House is positioned towards the northern most portion of the lot to maximize solar gain. Snow Storage: 656 square feet of impermeable surfaces are on the site. 164 square feet is required. 348 square feet of snow storage is provided on two separate snow storage sites: <ul style="list-style-type: none"> Site dimensions <ul style="list-style-type: none"> Site A: 240 square feet Site B: 108 square feet |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.1 | <p>The use of energy-conserving designs that are compatible with the character of Old Hailey are encouraged. The visual impacts of passive and active solar designs should be balanced with other visual concerns outlined in these Design Guidelines.</p> |
| | | | Staff Comments | <ul style="list-style-type: none"> The structures are designed to maximize solar exposure to the south with more windows oriented on the south side Photovoltaic panels are proposed for the roof |

2. Bulk Requirements (Mass and Scale, Height, Setbacks): 6A.9.C.2

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.2 | The perceived mass of larger buildings shall be diminished by the design. |
| | | | Staff Comments | <ul style="list-style-type: none"> The proposed structures will be consistent in size and mass to the surrounding structures and with the surrounding neighborhood. |

3. Architectural Character: 6A.9.C.3

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.a | <p>General: New buildings should be respectful of the past, but may offer new interpretations of old styles, such that they are seen as reflecting the era in which they are built.</p> |
| | | | Staff Comments | <ul style="list-style-type: none"> Architectural style is a two-story bungalow with themes currently found in Old Hailey. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.b | <p>Building Orientation: The front entry of the primary structure shall be clearly identified such that it is visible and inviting from the street.</p> |
| | | | Staff Comments | <ul style="list-style-type: none"> A pedestrian entrance faces the adjacent street and is visible Unrestricted pedestrian access is provided to the front door. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.b | <p>Building Orientation: Buildings shall be oriented to respect the existing grid pattern. Aligning the front wall plane to the street is generally the preferred building orientation.</p> |

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| | | | Staff Comments | <ul style="list-style-type: none"> Structure on Lot 15A faces River Street and is oriented consistent with the Lot. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.c | <p>Building Form: The use of building forms traditionally found in Old Hailey is encouraged. Forms that help to reduce the perceived scale of buildings shall be incorporated into the design.</p> |
| | | | Staff Comments | <ul style="list-style-type: none"> Building broken up into three masses: Dwelling, garage, and mud/laundry connector. Porch roofs and a gabled roof over garage is proposed. This is consistent with styles and forms found in Old Hailey |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.d | <p>Roof Form: Roof forms shall define the entry to the building, breaking up the perceived mass of larger buildings, and to diminish garages where applicable.</p> |
| | | | Staff Comments | <ul style="list-style-type: none"> A proposed hip roof with columns defines the entrance to the house. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.d | <p>Roof Form: Roof pitch and style shall be designed to meet snow storage needs for the site.</p> <ul style="list-style-type: none"> Roof pitch materials and style shall retain snow on the roof, or allow snow to shed safely onto the property, and away from pedestrian travel areas. Designs should avoid locating drip lines over key pedestrian routes. Where setbacks are less than ten feet, special attention shall be given to the roof form to ensure that snow does not shed onto adjacent properties. |
| | | | Staff Comments | <ul style="list-style-type: none"> Roof materials: Asphalt shingles, designed to retain the snow. Roof Pitch: 8/12 on primary roof (main roof pitch and garage roof); 4/12 (on secondary roofs, including the porch and mud/laundry connector) Snow clips are proposed for porch roof over the front entry, over the side entry, and over the garage entry. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.d | <p>Roof Form: The use of roof forms, roof pitch, ridge length and roof materials that are similar to those traditionally found in the neighborhood are encouraged.</p> |
| | | | Staff Comments | <ul style="list-style-type: none"> The following forms are currently found in the neighborhood: <ul style="list-style-type: none"> Architectural asphalt shingles gable end roofs Shed dormers. Hip porch roof The application is consistent with the neighborhood in regards to roof forms and materials The roof is broken into three sections: Main, mud/laundry, garage. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.d | <p>Roof Form: The roof pitch of a new building should be compatible with those found traditionally in the surrounding neighborhood.</p> |
| | | | Staff Comments | <ul style="list-style-type: none"> Roof pitch is varied. The following is found on the structure: <ul style="list-style-type: none"> 8/12 (Main roof pitch and garage) 4/12 (porch roof and mud/laundry connection) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.e | <p>Wall Planes: Primary wall planes should be parallel to the front lot line.</p> |
| | | | Staff Comments | <ul style="list-style-type: none"> Primary wall planes are sited parallel to the front lot line. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.e | <p>Wall Planes: Wall planes shall be proportional to the site, and shall respect the scale of the surrounding neighborhood.</p> |
| | | | Staff Comments | <ul style="list-style-type: none"> Proposed structure utilizes a porch roof along the street elevation to break up the wall. Along the north and south elevations, the wall planes are broken up by |

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| | | | | <p><i>the varied grade, the patio on the south, and a belly band on the north side.</i></p> <ul style="list-style-type: none"> <i>The two story mass is also broken up by the three different roof forms.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.e | <p>Wall Planes: The use of pop-outs to break up longer wall planes is encouraged.</p> <p><i>Staff Comments</i></p> <ul style="list-style-type: none"> <i>Pop-outs are not used on this structure.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.f | <p>Windows: Windows facing streets are encouraged to be of a traditional size, scale and proportion.</p> <p><i>Staff Comments</i></p> <ul style="list-style-type: none"> <i>Windows facing street are a mix of traditional and modern with 9 windows taller than they are wide.</i> - |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.f | <p>Windows: Windows on side lot lines adjacent to other buildings should be carefully planned to respect the privacy of neighbors.</p> <p><i>Staff Comments</i></p> <ul style="list-style-type: none"> <i>Lot 15A has no immediate neighbors, however the windows appear to be designed for privacy in the event the lots adjacent are developed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.g | <p>Decks and Balconies: Decks and balconies shall be in scale with the building and the neighborhood.</p> <p><i>Staff Comments</i></p> <ul style="list-style-type: none"> <i>No decks or balconies are proposed. The front porch is in scale with the building.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.3.g | <p>Decks and Balconies: Decks and balconies should be designed with the privacy of neighbors in mind when possible.</p> <p><i>Staff Comments</i></p> <ul style="list-style-type: none"> <i>No decks or balconies proposed</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.h | <p>Building Materials and Finishes: Materials and colors shall be selected to avoid the look of large, flat walls. The use of texture and detailing to reduce the perceived scale of large walls is encouraged.</p> <p>Building Materials and Finishes: Large wall planes shall incorporate more than one material or color to break up the mass of the wall plane.</p> <p><i>Staff Comments</i></p> <ul style="list-style-type: none"> <i>Wall Materials: 6' exposed lap siding (Hardy Board), Shake shingle (Hardy Board), painted Rock Port Gray by Benjamin Moore</i> <i>Facia: painted 2"X6"cedar (color: copely gray)</i> <i>Roof Material: Asphalt Shingle, architectural</i> <i>Wainscoting: N/A</i> <i>Flashing: Dark bronze metal</i> <i>Window casing: Bronze, metal clad windows</i> <i>Columns and Beams: painted wood color</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.h | <p>Building Materials and Finishes: Large wall planes shall incorporate more than one material or color to break up the mass of the wall plane.</p> <p><i>Staff Comments</i></p> <ul style="list-style-type: none"> <i>Hardy board siding and hard shake shingles are used to break up the walls on all sides.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.i | <p>Ornamentation and Architectural Detailing: Architectural detailing shall be incorporated into the front wall plane of buildings.</p> <p><i>Staff Comments</i></p> <ul style="list-style-type: none"> <i>A gable end vent and belly band is used to break up the front wall plane</i> <i>Trim contrasts against the window cladding (Trim color is different gray from base color.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.i | <p>Ornamentation and Architectural Detailing: The use of porches, windows, stoops, shutters, trim detailing and other ornamentation that is reminiscent of the historic nature of Old Hailey is encouraged.</p> |

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| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> Proposed front porch is consistent with the styles of Old Hailey. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.i | Ornamentation and Architectural Detailing: Architectural details and ornamentation on buildings should be compatible with the scale and pattern of the neighborhood. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> See above notes. |

4. Circulation and Parking: 6A.9.C.4

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|-------------------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.4 | Guideline: Safety for pedestrians shall be given high priority in site planning, particularly with respect to parking, vehicular circulation and snow storage issues. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> Adequate parking has been provided and pedestrian access off the adjacent streets is provided and does not interfere with traffic from the streets. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.4 | Guideline: The visual impacts of on-site parking visible from the street shall be minimized. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> A one car garage will house and screen a vehicle from the street. All other parking areas are screened from River Street by their location on the alley. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.4 | Guideline: As a general rule, garages and parking should be accessed from the alley side of the property and not the street side. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> Garage and all onsite parking is accessed from the alley. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.4 | Guideline: Detached garages accessed from alleys are strongly encouraged. |
| | | | <i>Staff Comments</i> | - Proposed garage is attached and accessed from the alley. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.4 | Guideline: When garages must be planned on the street side, garage doors shall be set back and remain subordinate to the front wall plane. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> N/A |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.4 | Guideline: When garages and/or parking must be planned on the street side, parking areas are preferred to be one car in width. When curb cuts must be planned, they should be shared or minimized. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> Garage is located off the alley. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.4 | Guideline: Off-street parking space for recreational vehicles should be developed as part of the overall site planning. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> RV/trailer parking is provided on the site plan shown as "Storage" |

5. Alleys: 6A.9.C.5

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.5 | Guideline: Alleys shall be retained in site planning. Lot lines generally shall not be modified in ways that eliminate alley access to properties. |
| | | | <i>Staff Comments</i> | - Alley has been retained and is utilized. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.5 | Guideline: Alleys are the preferred location for utilities, vehicular access to garages, storage areas (including recreational vehicles) and accessory buildings. Design and placement of accessory buildings that access off of alleys is encouraged. |

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| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> All utilities are accessed from the alley and are underground. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.5 | Guideline: Generally, the driving surface of alleys within Limited Residential and General Residential may remain a dust-free gravel surface, but should be paved within Business, Limited Business, and Transitional. The remainder of the City alley should be managed for noxious weed control, particularly after construction activity. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> Alley is paved and maintained by the City of Hailey |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.5 | Guideline: Landscaping and other design elements adjacent to alleys should be kept simple, and respect the functional nature of the area and the pedestrian activity that occurs. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> No landscaping is proposed on the alley side. |

6. Accessory Structures: 6A.9.C.6

| Compliant | | | Standards and Staff Comments | |
|--------------------------|--------------------------|-------------------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.6 | Guideline: Accessory buildings shall appear subordinate to the main building on the property in terms of size, location and function. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> No accessory structures are planned. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.6 | Guideline: In general, accessory structures shall be located to the rear of the lot and off of the alley unless found to be impractical. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> No accessory structures are planned. |

7. Snow Storage: 6A.9.C.7

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.7 | Guideline: All projects shall be required to provide 25% snow storage on the site. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> Snow Storage: 656 square feet of impermeable surfaces are on the site. 164 square feet is required for snow storage. 359 square feet of snow storage is provided on two separate snow storage sites: <ul style="list-style-type: none"> Site dimensions <ul style="list-style-type: none"> Site A: ~20' X 13" (240 square feet) Site B: ~10' X 13" (119 square feet) No dimension of the two snow storage sites is less than ten feet. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.7 | Guideline: A snow storage plan shall be developed for every project showing: <ul style="list-style-type: none"> Where snow is stored, key pedestrian routes and clear vision triangles. Consideration given to the impacts on adjacent properties when planning snow storage areas. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> Snow storage areas do not restrict pedestrian access. Pedestrian access must be unrestricted and visible from the adjacent streets. |

8. Existing Mature Trees and Landscaping: 6A.9.C.8

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.8 | Guideline: Existing mature trees shall be shown on the site plan, with notations regarding retention, removal or relocation. Unless shown to be infeasible, a site shall be |

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| | | | | carefully planned to incorporate existing mature trees on private property into the final design plan. |
| | | | <i>Staff Comments</i> | - No mature trees exist on the lot. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.8 | Guideline: Attention shall be given to other significant landscape features which may be present on the site. Mature shrubs, flower beds and other significant landscape features shall be shown on the site plan and be incorporated into the site plan where feasible. |
| | | | <i>Staff Comments</i> | - No significant landscape features exist on this lot. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.8 | Guideline: Noxious weeds shall be controlled according to State Law. |
| | | | <i>Staff Comments</i> | - Noxious weeds are present on the site. Developer plans to scrape the two lots bare before beginning construction. |

9. Fences and Walls: 6A.9.C.9

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.9 | Guideline: Fences and walls that abut public streets and sidewalks should be designed to include fence types that provide some transparency, lower heights and clearly marked gates. |
| | | | <i>Staff Comments</i> | - No fences are proposed |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.9 | Guideline: Retaining walls shall be in scale to the streetscape. |
| | | | <i>Staff Comments</i> | - On retaining wall is proposed and will be used as a planter/garden. <ul style="list-style-type: none"> o Retaining wall is two-tiered and will be used for terraced plantings. |

11. Historic Structures: 6A.9.C.11 (NOTE: Applicable only to structures built prior to 1940)

| Compliant | | | Standards and Staff Comments | |
|--------------------------|--------------------------|-------------------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.10 | General Guidelines: Any alteration to the exterior of a Historic Structure requiring design review approval shall meet the following guidelines: <ul style="list-style-type: none"> • The alteration should be congruous with the historical, architectural, archeological, educational or cultural aspects of other Historic Structures within the Townsite Overlay District, especially those originally constructed in the same Period of Significance. • The alteration shall be contributing to the Townsite Overlay District. Adaptive re-use of Historic Structures is supported while maintaining the architectural integrity of the original structure. |
| | | | <i>Staff Comments</i> | - Structure is not historic. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.9 | Specific Guidelines. Any alteration to the exterior of a Historic Structure requiring design review approval shall meet the following specific guidelines: <ul style="list-style-type: none"> • The design features of repairs and remodels including the general streetscape, materials, windows, doors, porches, and roofs shall not diminish the integrity of the original structure. • New additions should be designed to be recognizable as a product of their own Period of Significance with the following guidelines related to the historical nature of the original structure: <ul style="list-style-type: none"> o The addition should not destroy or obscure important architectural features of the original building and/or the primary façade; |

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| | | | | <ul style="list-style-type: none"> ○ Exterior materials that are compatible with the original building materials should be selected; ○ The size and scale of the addition should be compatible with the original building, with the addition appearing subordinate to the primary building; ○ The visual impact of the addition should be minimized from the street; ○ The mass and scale of the rooftop on the addition should appear subordinate to the rooftop on the original building, and should avoid breaking the roof line of the original building; ○ The roof form and slope of the roof on the addition should be in character with the original building; <p>The relationship of wall planes to the street and to interior lots should be preserved with new additions.</p> |
| | | | <i>Staff Comments</i> | - <i>Structure is not historic.</i> |

6A.6 Criteria.

- A. The Commission or Hearing Examiner shall determine the following before approval is given:**
- 1. The project does not jeopardize the health, safety or welfare of the public.**
 - 2. The project conforms to the applicable specifications outlined in the Design Review Guidelines, as set forth herein, applicable requirements of the Zoning Ordinance, and City Standards.**
- B. Conditions. The Commission or Hearing Examiner may impose any condition deemed necessary. The Commission or Hearing Examiner may also condition approval of a project with subsequent review and/or approval by the Administrator or Planning Staff. Conditions which may be attached include, but are not limited to those which will:**
- 1. Ensure compliance with applicable standards and guidelines.**
 - 2. Require conformity to approved plans and specifications.**
 - 3. Require security for compliance with the terms of the approval.**
 - 4. Minimize adverse impact on other development.**
 - 5. Control the sequence, timing and duration of development.**
 - 6. Assure that development and landscaping are maintained properly.**
 - 7. Require more restrictive standards than those generally found in the Zoning Ordinance.**

The following conditions are suggested to be placed on any approval of this application:

- a) All applicable Fire Department and Building Department requirements shall be met.
- b) Any change in use or occupancy type from that approved at time of issuance of Building Permit may require additional improvements and/or approvals. Additional parking may also be

required upon subsequent change in use, in conformance with Hailey's Zoning Ordinance at the time of the new use.

- c) All City infrastructure requirements shall be met. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
 - d) The project shall be constructed in accordance with the application or as modified by these Findings of Fact, Conclusions of Law and Decision.
 - e) All new and existing exterior lighting shall comply with the Outdoor Lighting Ordinance.
 - f) Except as otherwise provided, all the required improvements shall be constructed and completed, or sufficient security provided as approved by the City Attorney, before a Certificate of Occupancy can be issued.
 - g) This Design Review approval is for plans approved the date of the public hearing. The Planning & Zoning Administrator has the authority to approve minor modifications to this project prior to, and for the duration of a valid Building Permit.
 - h) All utilities will be located underground, consistent with 6A.9.C.1.

C. Security. The applicant may, in lieu of actual construction of any required or approved improvement, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering or design, materials and installation of the improvements not previously installed by the applicant, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one (1) year from the date the security is provided.

1. **If any extension of the one year period is granted by the City, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided.**
2. **In the event the improvements are not completely installed within one (1) year, or upon the expiration of any approved extension, the City may, but is not obligated, to apply the security to the completion of the improvements and complete construction of the improvements.**

Motion Language

Approval:

Motion to approve the design review application submitted by Russell and Dana Marino, represented by Jolyon H Sawrey, for Design Review of a new single family dwelling, located at Hailey Townsite, Block 5, Lot 15A (630 South River Street) finding that the project does not jeopardize the health, safety or welfare of the public and the project conforms to the applicable specifications outlined in the Design Review Guidelines, applicable requirements of the Zoning Ordinance, and City Standards, provided conditions (a) through (h).

Denial:

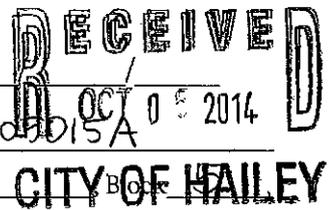
Motion to deny the design review application finding that _____ [the Commission should cite which standards are not met and provided the reason why each identified standard is not met].

Continuation:

Motion to continue the public hearing to _____ [Commission should specify a date].

City of Hailey - Design Review Application

Submittal Date: _____



Project Name: Marino Residence

Parcel No. RPH 0000001015A

Legal Description of Property: Subdivision Hailey Townsite Lot(s) 15A

Street Address of Property: 630 S. River St., Hailey, ID 83333

Current Zoning of Property: H/GR

Year of original construction: N/A

Existing building gross sq. ft. (if applicable) N/A

(Only applicable if property is within the Townsite Overlay)
Proposed addition or new construction sq. ft. 2,584

Name of Owner of the Property: Russell and Dana Marino

Mailing Address: 311 Della Vista Dr. City: Hailey State: ID Zip: 83333

Phone: (208) 721-2095 (Dana) Fax: () _____ Cell: (208) 721-8624 (Russell)

Email Address: bouldermtrconstruct@gmail.com

Property Owner Consent:

By signature hereon, the property owner acknowledges that City officials and/or employees may, in the performance of their functions, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application, pursuant to Idaho Code §67-6507. The property owner is also hereby notified that members of the Planning and Zoning Commission and City Council are required to generally disclose the content of any *ex parte* discussion (outside the hearing) with any person, including the property owner or representative, regarding this application.

Property Owner's Signature: [Signature] Date: 09 / 15 / 2014

Name of individual to contact on behalf of Trust or LLC (if applicable): N/A

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ - _____ Fax: () _____ - _____ Cell: () _____ - _____

Email Address: _____

Application Contact (if different than above): JOLYON H. SAUREY

**Application Contact will be the Planning Department's primary point of contact for questions related to the application.

Mailing Address: 30 WYATT DRIVE City: BELLEUE State: ID Zip: 83313

Phone: () _____ - _____ Fax: () _____ - _____ Cell: (208) 770-6315

Email Address: JOLYON@VITALINKARCHITECTURE.COM

Signature: [Signature] Date: 23 / SEP / 2014

See attached checklist for items that must be submitted with this application in order for application to be considered complete. See the applicable Design Review Guidelines, including Townsite Overlay Guidelines if applicable, in Section 6A of the Hailey Zoning Ordinance.

Appeals: Any interested party may appeal in writing any final decision of the Planning and Zoning Administrator, Hearing Examiner, or Commission to the City Council by filing an appeal with the Hailey City Clerk within fifteen (15) days form the date of the decision. The appeal shall specifically state the decision appealed and reasons for the appeal. If no appeal is filed within the fifteen (15) day period, the decision shall be deemed final.

FOR CITY USE ONLY Fees: Cost of additional noticing, recording fees, and other direct costs will also be assessed.

- Commercial, Mixed-Use or Multi-Family..... \$ 450.00
- plus \$25 / 1,000 gross square feet..... \$ _____
- OR Single-Family Dwelling, Duplex or Accessory Structure in TO..... \$ 250.00
- OR No Substantial Impact..... (Mailing only)..... \$ 75.00
- OR Modification to DR Approval.. (No publication or mailing)..... \$ 50.00
- OR DR Exemption.. (No publication or mailing)..... \$ 30.00
- Publication cost..... \$ 40.00
- Mailing (# of addresses 30) x (.49 postage + .15 paper, envelope & label) \$ 19.20
- DO NOT COUNTY DUPLICATES OR CITY OF HAILEY**
- Total Due..... \$ 309.20

| HARD SURFACE AREA SF | 25% SNOW STORAGE REQ. | SNOW STORAGE PROVIDED |
|-------------------------------|-----------------------|-----------------------|
| 656 | 164 | 348 |
| SNOW STORAGE AREAS | | |
| AREA "A" | | 240 |
| AREA "B" | | 108 |
| PERCENTAGE OF COMPLIANCE 212% | | |

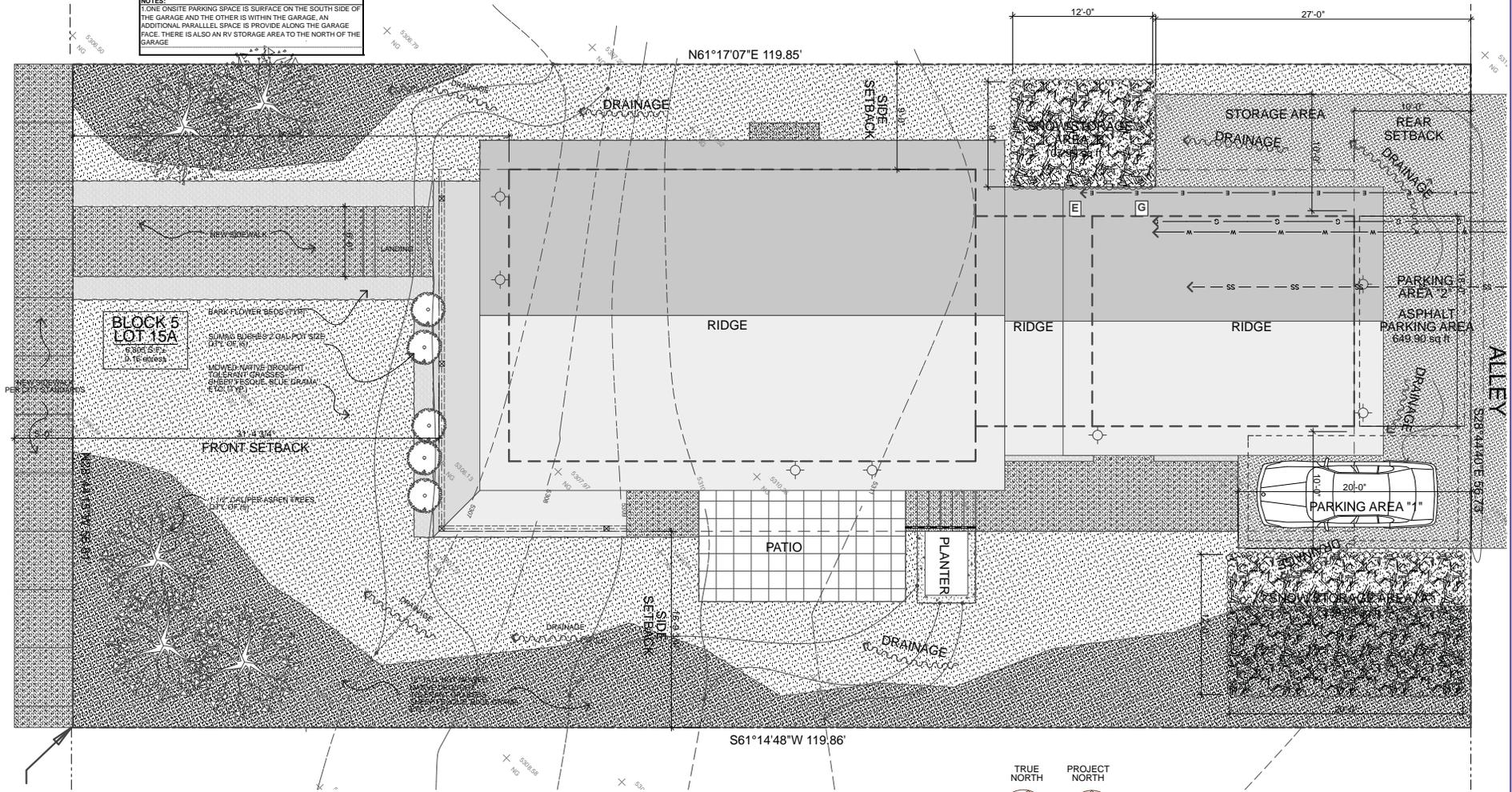
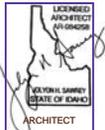
NOTES:
1. SNOW STORAGE AREA IS LANDSCAPED YARD/ LAWN AND THE SOILS ARE CONDUVIVE TO DIRECT ABSORPTION OF RUN-OFF.

| TOTAL BLDG. SF | SPACES REQ. (2) PER RESIDENTIAL | PARKING SPACES PROVIDED |
|----------------|---------------------------------|-------------------------|
| 2584 | 2 | 3 |

NOTES:
1. ONE ON-SITE PARKING SPACE IS SURFACE ON THE SOUTH SIDE OF THE GARAGE AND THE OTHER IS WITHIN THE GARAGE. AN ADDITIONAL PARALLEL SPACE IS PROVIDED ALONG THE GARAGE FACE. THERE IS ALSO AN RV STORAGE AREA TO THE NORTH OF THE GARAGE.

- NOTES:
1. ALL UTILITIES ARE LOCATED IN THE ALLEY OR NORTHEAST CORNER OF THE LOT. ALL SERVICES ARE TO BE RUN UNDERGROUND.
 2. ALL PLUMBING, MECH VENTS TO BE ON BACK SIDE OF ROOFS IF POSSIBLE.
 3. ALL FINISH GRADE TO BE 8" BELOW TOP OF STEM WALLS AND SHALL SLOPE AWAY FROM HOUSE PER CODE.
 4. SITE IS PREDOMINATELY FLAT.
 5. CIVIL ENGR. TO SURVEY CORNERS OF (E) BUILDING AND LOT. CONTRACTOR TO VERIFY IN FIELD THE PLACEMENT OF THE NEW ADDITION SUCH THAT THE OVERHANGS ARE WITHIN THE REQUIRED SETBACKS. IF DISCREPANCIES EXIST, CONSULT ARCHITECT FOR HOW TO ADJUST ADDITION DIMENSIONS.
 6. THE EXISTING GARAGE, DRIVEWAY AND GABLE PORCH STRUCTURE ON EAST SIDE OF HOME SHALL BE REMOVED OFF OF THE SITE.
 7. OWNER WILL COORDINATE THE REPAIR, AND INSTALL/ MANAGEMENT OF TEMPORARY IRRIGATION DURING CONSTRUCTION.

DESIGN REVIEW SET



A CUSTOM HOME
MARINO RESIDENCE
HAILEY, IDAHO
SOUTH RIVER STREET

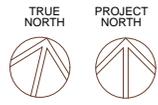
Vital Ink Inc.
Environmental Architecture
& Consulting, LLC
208) 720-8315 Ph
www.vitalink.com
Bonneville, UT 84005

REVISIONS

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DATE
01 OCT. 2014

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SITE, UTILITIES, GRADING & DRAINAGE PLAN 1
1/4"=1'-0"

NOTES

1. ALL CONSTRUCTION TO ABIDE BY CITY ORDINANCES.
2. CONSTRUCTION HOURS LIMITED TO MONDAY-FRIDAY 7:30 a.m. TO 7:30 p.m., SATURDAY 9:00 a.m. to 6:00 p.m., and SUNDAY (NO WORK)

SYMBOL LEGEND

- CONSTRUCTION**
- CONSTRUCTION PARKING
 - CONSTRUCTION STAGING AREA
 - CONSTRUCTION DUMPSTER
 - RECYCLING BIN
 - PORTABLE RESTROOM
 - CONSTRUCTION AREA OF DISTURBANCE
 - CONSTRUCTION ACCESS

DESIGN REVIEW SET



A CUSTOM HOME:
MARINO RESIDENCE
 HAILEY, IDAHO
 SOUTH RIVER STREET

Vital ink
 Architecture
 & Consulting, LLC
 (208) 726-6315 Ph
 Boise, Idaho 83725

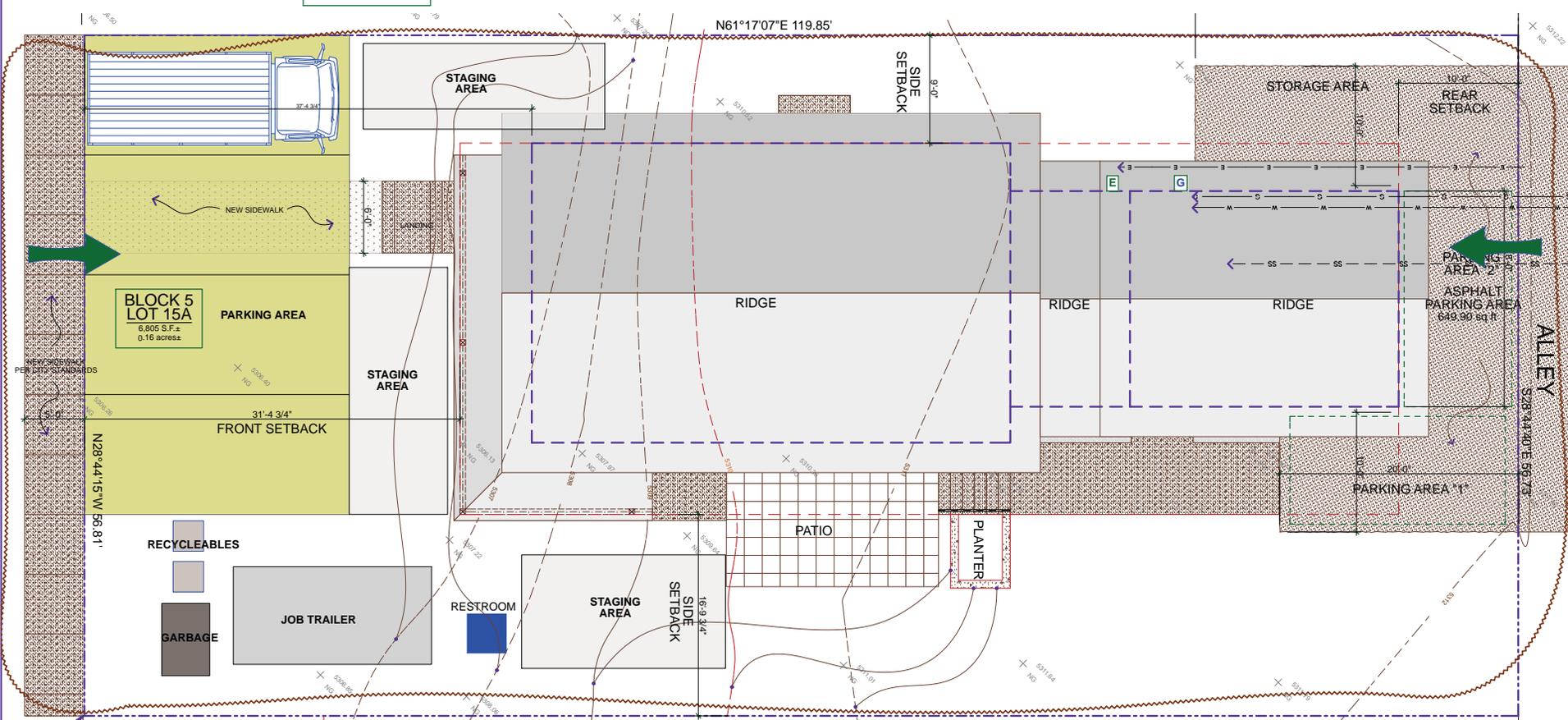
351 W. Main Street
 Boise, Idaho 83725

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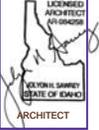
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CONSTRUCTION & STAGING PLAN 1

NTS



A CUSTOM HOME:
MARINO RESIDENCE
 HAILEY, IDAHO
 SOUTH RIVER STREET

Vital ink inc.
 Environmental Architecture
 & Consulting LLC
 (208) 720-6315 Ph

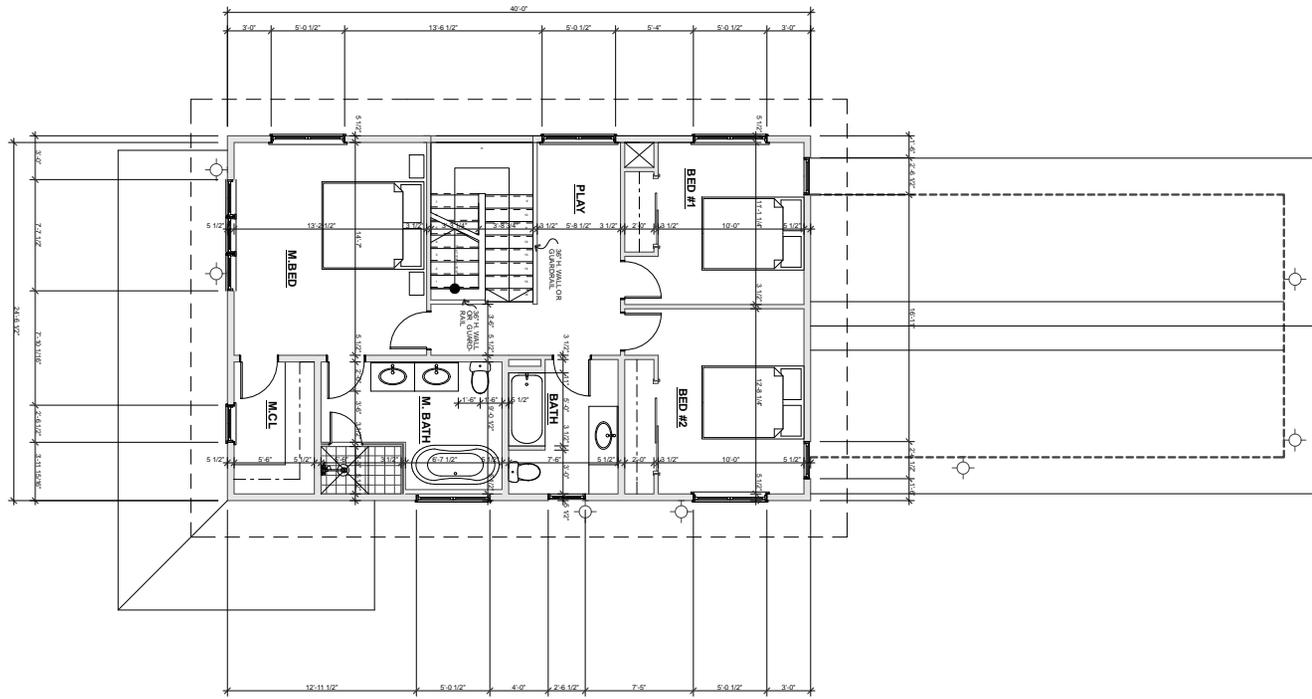


201 W. 1st St.
 Boise, ID 83725
 208.333.8313

| REVISIONS |
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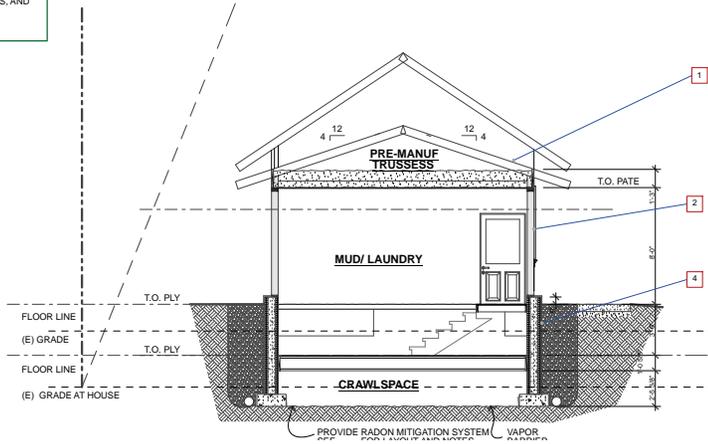
UPPER LEVEL FLOOR PLAN

1/4"=1'-0" 1

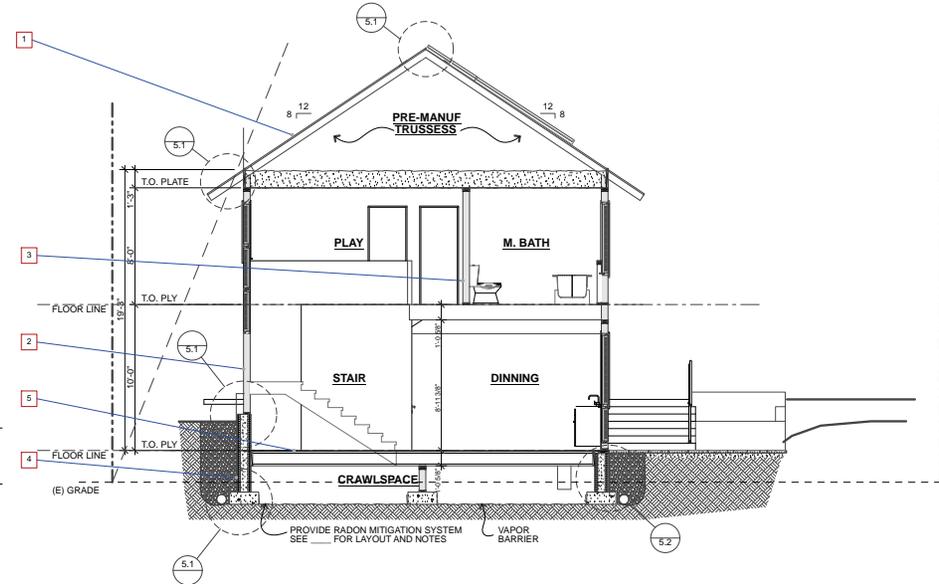
PLOT: 10/14/14 11:20AM

DESIGN REVIEW SET

NOTES:
 1. PROVIDE FOUNDATION WATERPROOFING AS REQ. BY THE IRC FOR FOUNDATIONS IN AREAS PRONE TO HIGH WATER TABLES
 2. SECTION NOTES ARE CODED ONCE PER SHEET THE CODING IS FOR REFERENCE- THE SAME CONDITIONS SYSTEMS APPLY IN OTHER SECTION VIEW
 3. THE CRAWLSPACES IS NOT GOING TO BE VENTED. THIS A NEGATIVE PRESSURE MECHANICAL FAN AND CONDITIONING SYSTEM SHALL BE INSTALLED PER THE IRC CODE.
 4. BLDG SECTIONS ARE FOR DIMENSIONAL AND CONCEPT REFERENCE. SEE SPECIFIC DETAILS, ELEVATIONS, AND FLOOR PLANS FOR MORE INFORMATION

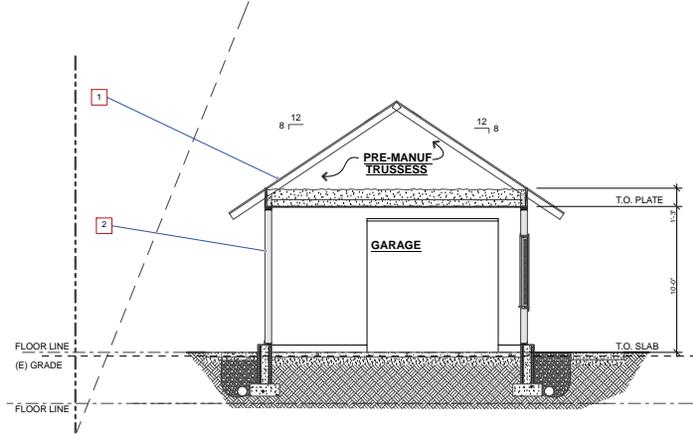


SECTION
 1/4"=1'-0" 3

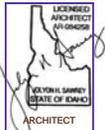


SECTION
 1/4"=1'-0" 1

| SECTION NOTES/MATERIALS | |
|-------------------------|---|
| KEY | REFERENCE LOCATION |
| 1 | TYPICAL GLOPED ROOF CONSTRUCTION ASPHALT SHINGLED CLASS "A" ROOF ASSEMBLY ICE AND WATER SHIELD AT EAVE AND UP SLOPE FROM F.O. HEATED WALL A MIN. 4" OR TWO LAPS OF PRODUCT. REMAINDER ICE AND WATER SHIELD OR ROOFING FELT. ALL VALLEYS TO HAVE ICE AND WATER SHIELD SHEATHING PER STRUCTURAL SPECS/DRAWINGS TRUSSES PER STRUCTURAL SPECS/DRAWINGS BLOWN IN CELLULOSE OR FIBERGLASS BIB INSUL R-49 MIN VAPOR BARRIER S8 " DRYWALL CEILING, (1) HOUR WHERE REQUIRED BY CODE SOFFIT |
| 2 | TYPICAL EXTERIOR FRAMED WALL CONSTRUCTION SHAKE SHINGLE SIDING 6" LAP SIDING TAR PAPER (BEST PRACTICE) TYVEK STUCCO BARRIER WRAP SHEATHING PER STRUCTURAL 2X FRAMED WALL W/ INSUL. R-21 CELLULOSE OR FIBERGLASS BIB VAPOR BARRIER S8 " DRYWALL, (1) HOUR TYPE "X" WHERE REQUIRED BY CODE INTERIOR FINISH PER OWNER |
| 3 | TYPICAL INTERIOR FRAMED WALL CONSTRUCTION S8 " DRYWALL, (1) HOUR TYPE "X" WHERE REQUIRED BY CODE SHEATHING PER STRUCTURAL SPECS/DRAWINGS IF REQ. 2X WALLS WERE SHOWN ON PLANS S8 " DRYWALL, (1) HOUR TYPE "X" WHERE REQUIRED BY CODE |
| 4 | TYPICAL BELOW GRADE WALL CONSTRUCTION WASHED ROCK DRAINAGE FILL ZONE W/ SEDIMENT FABRIC 1/2" PROTECTION BOARD TAMBO PELL N. STICK WATERPROOFING SYSTEM (FOAM COMPLIANT) ICE PER STRUCTURAL SPECS/DRAWINGS |
| 8 | TYPICAL WOOD FRAMED FLOOR ASSEMBLY INTERIOR FINISH PER OWNER SHEATHING PER STRUCTURAL SPECS/DRAWINGS JOIST PER STRUCTURAL SPECS/DRAWINGS CONDITIONED CRAWLSPACE, MECH VENTED RADON SYSTEM PER DETAILS |



SECTION
 1/4"=1'-0" 2



A CUSTOM HOME:
MARINO RESIDENCE
 HAILEY, IDAHO
 SOUTH RIVER STREET

Vital ink
 Environmental Architecture
 & Consulting, LLC
 208 720-8315 Ph
 208 720-8313 Fax
 208 720-8313 Email

| REVISIONS |
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DATE
 01 OCT. 2014

3.1

EXTERIOR MATERIALS

| LOC. | MATERIAL | MANUF. | MODEL | FINISH COLOR |
|------|-------------------|----------------|--|---------------------|
| 1 | ROOFING | | COMPOSITE ASPHALTIC SHINGLE ARCHITECTURAL STYLE | SEE MATERIALS BOARD |
| 2 | SIDING #1 | HARDIE | CEMENT WOOD FIBER - HORIZONTAL LAR 1" EXPOSED | SEE MATERIALS BOARD |
| 3 | SIDING #2 | HARDIE | CEMENT WOOD FIBER - SHAKE SHINGLE PANEL | SEE MATERIALS BOARD |
| 4 | WINDOWS | SIERRA PACIFIC | WOOD/METAL CLAD | DARK BRONZE |
| 5 | FLASHING, GUTTERS | PXC CLAD | METAL FLASHING WITH HEMMED DRIP EDGE(WHERE APPLICABLE) | DARK BRONZE |
| 6 | SOFFIT | CUSTOM | ROUGH SAWN PLY | SEE MATERIALS BOARD |
| 7 | TRIM | CUSTOM | 2X6 CEDAR | SEE MATERIALS BOARD |
| 8 | COLUMNS/ BEAMS | CUSTOM | 6X6 COLUMNS, 5 1/8" GLB OR TIMBERS | SEE MATERIALS BOARD |
| 9 | RAILING | | RAW STEEL | DARK BRONZE |
| 10 | REYANG WALLS | | POURED CONC. OR INTERLOCKING STACKED BLOCK SPLITFACED | |



A 13W CFL OR LED LIGHT BULB WILL BE USED NOT EXCEED A 40 WATT INCANDESCENT BULB. THUS, THE LUMEN OUTPUT WILL BE LESS THAN 880 THE PHOTOMETRIC SPREAD IS HARD TO SOURCE FOR A SPECIFIC LIGHT BULB OR FOR THIS FIXTURE. PLEASE CONSIDER THAT THIS IS A WALL MOUNTED FIXTURE AND THUS THE DISTANCE OF DOWNWARD LIGHT SPREAD WILL BE APPROX 6'-0" WHICH IS THE APPROX. MOUNTING HEIGHT. ADDITIONALLY THE ASSUMED LATERAL SPREAD WILL BE IN THE RANGE OF 6' AT GRADE.

DESIGN REVIEW SET



WEST ELEVATION

1/4"=1'-0" 1



SOUTH ELEVATION

1/4"=1'-0" 2

A CUSTOM HOME:
MARINO RESIDENCE
 HAILEY, IDAHO
 SOUTH RIVER STREET

(208) 720-6315 Ph



36 W. Wall St. Ph
 Boise, ID 83725

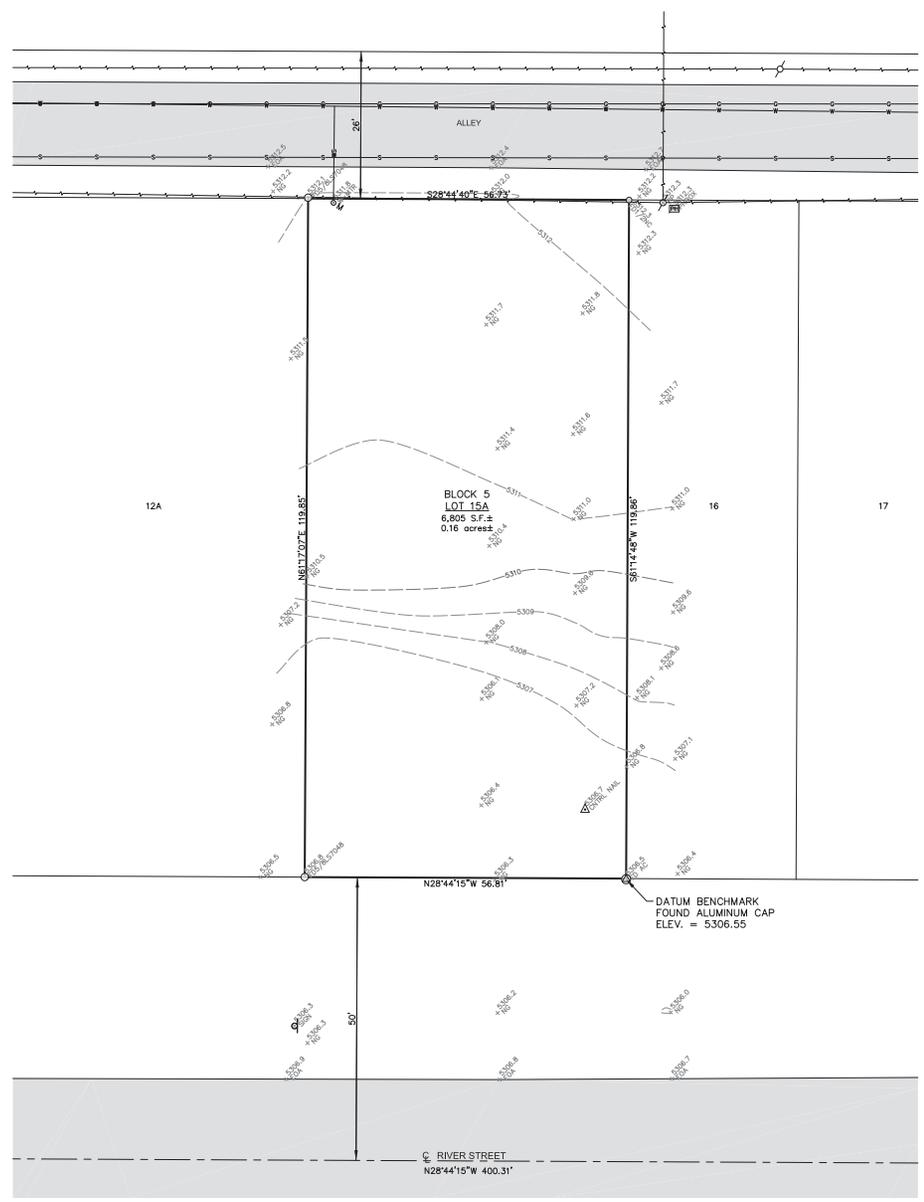
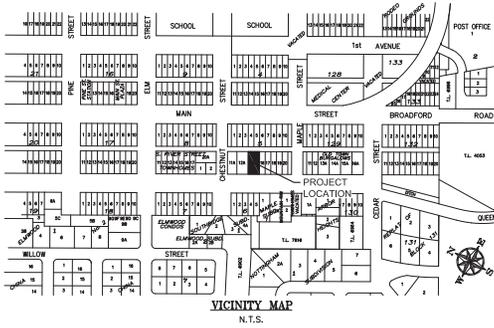
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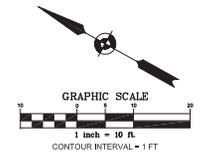
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PL01180 - 10/04 - 2/17/14



LEGEND

- Property Line
- - - Adjoiner's Lot Line
- - - Centerline of Right-of-way
- FD AC = Found Aluminum Cap
- FD5/8 = Found 5/8" Rebar
- FD1/2 = Found 1/2" Rebar
- △ CNTRL = Survey Control
- 1' Contour Interval
- 5' Contour Interval
- Sign
- ▭ Asphalt
- Gas Line
- Overhead Power
- PP = Power Pole
- PHBOX = Telephone Riser
- Sewer Main
- Water Main
- Water Service
- W-MTR = Water Meter
- EDA = Edge of Asphalt
- NG = Natural Grade



- NOTES**
- 1) Boundary information is based on found monumentation. Please refer to the recorded plat of HAILEY TOWNSITE, BLOCK 5, A REPLAT OF LOTS 11-15, AND 20 FEET OF VACATED CHESTNUT STREET PHASE 1, dated August 2003.
 - 2) Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plat.
 - 3) Utility locations are approximate and locations should be verified before any excavation.
 - 4) Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.

A TOPOGRAPHIC MAP SHOWING
LOT 15A, BLOCK 5, HAILEY TOWNSITE
 LOCATED WITHIN SECTION 9, T.2 N., R.18 E., S.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO
 PREPARED FOR DANIA MARINO

| NO. | DATE | BY | REVISIONS |
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C1

GALENA ENGINEERING, INC.
 Registered Land Surveyors
 317 North Silver Street
 Hailey, Idaho 83433
 (208) 786-0128 Fax
 email galena@galena-engineering.com

REUSE OF DRAWINGS
 This drawing is the property of Galena Engineering, Inc. and shall not be used on any project or in any other manner without the written agreement in writing with Galena Engineering, Inc.

PREPARED BY: DANIA MARINO
 CHECKED BY: DANIA MARINO
 DATE: 8/15/2014
 FILED: P:\Users\DanMarino\My Documents\2014\20140815\2014_08_15_2014_08_15_05_AU.MXD



Ritzau

Design Review

**DESIGN REVIEW
STAFF REPORT**

TO: Hailey Planning and Zoning Commission

FROM: Micah Austin, Community Development Director

RE: Design Review application submitted by Kirsten Ritzau, represented by Eddy Svigdal, for Design Review of an addition to an existing single family home, located at Lots 18, 19, & 20, Block 59, Hailey Townsite (412 North 2nd Avenue), within the General Residential (GR) and Townsite Overlay (TO) Zoning Districts.

HEARING: November 10, 2014

Applicant: Kirsten Ritzau, represented by Eddy Svigdal

Request: Design Review for an addition to a single-family dwelling located within the Townsite Overlay

Location: Lots 18, 19, & 20, Block 59, Hailey Townsite (412 North 2nd Avenue), within the General Residential (GR) and Townsite Overlay (TO) Zoning Districts

Zoning: General Residential (GR), within the Townsite Overlay

Notice

Notice for the public hearing was published in the Idaho Mountain Express on October 15, 2014 and mailed to adjoining property owners within 300 feet on October 15, 2015.

Application

Addition to an existing single family home in Old Hailey located at Lots 18, 19, & 20, Block 59, Hailey Townsite (412 North 2nd Avenue). The addition comprises of a 638 square feet garage and 387 square feet of living space on the main floor with 746 square feet of living space on the second floor. In addition to the new construction, 168 square feet of the existing covered porch is being converted to living space. In total, 1,301 square feet of new living space is proposed with a 638 square feet garage. The attached garage is designed for two cars. The proposed lot coverage is less than 30%.

Procedural History

The application was submitted on October 14, 2014 and certified complete on October 14, 2014. A public hearing before the Planning and Zoning Commission for approval or denial of the project will be held on November 10, 2014, at 5:30 pm in the Council Chambers.

| General Requirements for all Design Review Applications | | | | |
|--|--------------------------|-------------------------------------|-------------------------------------|--|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.5 (B) | Complete Application |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Department Comments | Engineering: <i>No concerns</i> |
| | | | | Life/Safety: <i>No concerns</i> |
| | | | | Water and Sewer: <i>No concerns</i> |
| | | | | Building: <i>No concerns</i> |
| | | | Streets: <i>No concerns</i> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 8.2 Signs | 8.2 Signs: The applicant is hereby advised that a sign permit is required for any signage exceeding four square feet in sign area. Approval of signage areas or signage plan in Design Review does not constitute approval of a sign permit. |
| | | | Staff Comments | <i>Signage is prohibited in residential zones.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9.4 On-site Parking Req. | See Section 9.4 for applicable code. |
| | | | Staff Comments | <ul style="list-style-type: none"> • Per 9.4.1, two spaces per dwelling are required with a maximum of 6. • Home will have a 2-car garage and the following: <ul style="list-style-type: none"> ○ 2 spaces in the driveway for two cars to park: perpendicular to the alley. ○ 4 spaces total are provided, which is compliant. ○ The parking spaces meet standards are 10' wide by 20 feet long. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8B.4.1 Outdoor Lighting Standards | 8B.4.1 General Standards <ol style="list-style-type: none"> a) All exterior lighting shall be designed, located and lamped in order to prevent: <ol style="list-style-type: none"> 1. Overlighting; 2. Energy waste; 3. Glare; 4. Light Trespass; 5. Skyglow. b) All non-essential exterior commercial and residential lighting is encouraged to be turned off after business hours and/or when not in use. Lights on a timer are encouraged. Sensor activated lights are encouraged to replace existing lighting that is desired for security purposes. c) Canopy lights, such as service station lighting shall be fully recessed or fully shielded so as to ensure that no light source is visible from or causes glare on public rights of way or adjacent properties. d) Area lights. All area lights are encouraged to be eighty-five (85) degree full cut-off type luminaires. |

| | | | | |
|-------------------------------------|--------------------------|--------------------------|---|--|
| | | | | <p>e) Idaho Power shall not install any luminaires after the effective date of this Article that lights the public right of way without first receiving approval for any such application by the Lighting Administrator.</p> |
| | | | Staff Comments | Downcast lighting is called out for all exterior lighting with recessed cans and dark sky compliant fixtures. Chosen fixtures are shown on Sheet A-2.1 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Bulk Requirements | See 4.13.6, Zoning Ordinance |
| | | | Staff Comments | <p>Zoning District: General Residential in the Townsite Overlay. Townsite Overlay bulk requirements apply.</p> <ul style="list-style-type: none"> - Max Height: 30'. <ul style="list-style-type: none"> o Proposed building is exactly 27.5' to the peak of the roof - Front Setbacks: TO: 12' from the street. Garage doors must be set back 20' from the front property line. <ul style="list-style-type: none"> o Structure is 31' 4 3/4" from the front property line - Side Setback: 15% of lot width, no less than 6' and 10' is the maximum required <ul style="list-style-type: none"> o Minimum setback is 10', based on 15% of 74 foot wide lot/parcel o Note: Existing structure is noncompliant on the north side with a 9.3' setback. No changes will be made to the structure or setbacks on the existing structure, which is compliant with Article 13. o All new portions of structure are 10' from the north property line o Structure is 39.1" from south property line - Alley Setback: 6' <ul style="list-style-type: none"> o Structure is setback 10' from alley - Maximum Lot coverage: 30% in GR for a two-story dwelling with a garage <ul style="list-style-type: none"> o Total coverage is 2,218. Total allowed is 2,700 square feet |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.7 (A) Required Street Improvements Required | Sidewalks and drainage improvements are required in all zoning districts, except as otherwise provided herein. |
| | | | Staff Comments | <ul style="list-style-type: none"> - For projects within the Townsite Overlay, sidewalk requirements may be waived. Staff is recommending sidewalks are waived for this project. - All drainage is retained on site, as shown on the drainage plans. Arrows indicated direction of flow for all storm drainage. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.7 (B) Required Water System Improvements | In the Townsite Overlay District, any proposal for new construction or addition of a garage accessing from the alley, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer. |
| | | | Staff Comments | - Developer is responsible for insulating all water lines that are buried less than 6 feet. |

Design Review Guidelines for Residential Buildings in the Townsite Overlay District (TO): 6A.9

1. Site Planning: 6A.9.C.1

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
| Yes | No | N/A | Guideline | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.1 | <p>The pattern created by the Old Hailey town grid should be respected in all site planning decisions.</p> <p><i>Staff Comments</i></p> <ul style="list-style-type: none"> • <i>Lot is configured in a grid pattern and is a reconfiguration of two Old Hailey Lots.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.1 | <p>Site planning for new development and redevelopment shall address the following:</p> <ul style="list-style-type: none"> • scale and massing of new buildings consistent with the surrounding neighborhood; • building orientation that respects the established grid pattern of Old Hailey; • clearly visible front entrances; • use of alleys as the preferred access for secondary uses and automobile access; • adequate storage for recreational vehicles; • yards and open spaces; • solar access on the site and on adjacent properties where feasible, and where such decisions do not conflict with other Design Guidelines; • snow storage appropriate for the property; • underground utilities for new dwelling units. <p><i>Staff Comments</i></p> <ul style="list-style-type: none"> • <i>Two story home is broken up by roof lines between the garage and the main structure. Front porch also breaks up the mass of the building. This style is seen in the neighborhood and throughout Old Hailey</i> • <i>The proposed site plan and development is consistent with the required site planning guidelines.</i> • <i>All utilities will be located underground as shown on the site plan</i> • <i>Front entry is defined by a front porch and with a pedestrian sidewalk to the street sidewalk.</i> • <i>All vehicular access is off the alley and to the garage</i> • <i>House is positioned towards the northern most portion of the lot to maximize solar gain.</i> • <i>Snow Storage: 400 square feet of impermeable surfaces are on the site. 100 square feet is required. 400 square feet of snow storage is provided on two separate snow storage sites:</i> <ul style="list-style-type: none"> ○ <i>Site dimensions</i> <ul style="list-style-type: none"> ▪ <i>Site A: ~20' X 10'</i> ▪ <i>Site B: ~20' X 10'</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.1 | <p>The use of energy-conserving designs that are compatible with the character of Old Hailey are encouraged. The visual impacts of passive and active solar designs should be balanced with other visual concerns outlined in these Design Guidelines.</p> |

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| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> The structures are designed to maximize solar exposure to the south with more windows oriented on the south side |
|--|--|--|-----------------------|--|

2. Bulk Requirements (Mass and Scale, Height, Setbacks): 6A.9.C.2

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.2 | The perceived mass of larger buildings shall be diminished by the design. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> The proposed structures will match the existing structure and be consistent in size and mass to the surrounding structures and with the surrounding neighborhood. |

3. Architectural Character: 6A.9.C.3

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.a | General: New buildings should be respectful of the past, but may offer new interpretations of old styles, such that they are seen as reflecting the era in which they are built. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> Architectural style is similar in style with themes currently found in Old Hailey. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.b | Building Orientation: The front entry of the primary structure shall be clearly identified such that it is visible and inviting from the street. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> A pedestrian entrance faces the adjacent street and is visible Unrestricted pedestrian access is provided to the front door. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.b | Building Orientation: Buildings shall be oriented to respect the existing grid pattern. Aligning the front wall plane to the street is generally the preferred building orientation. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> Structure on Lots 18, 19, 20 faces west is oriented consistent with the Lot. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.c | Building Form: The use of building forms traditionally found in Old Hailey is encouraged. Forms that help to reduce the perceived scale of buildings shall be incorporated into the design. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> Building broken up by dormer roofs and a covered porch This design is consistent with styles and forms found in Old Hailey |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.d | Roof Form: Roof forms shall define the entry to the building, breaking up the perceived mass of larger buildings, and to diminish garages where applicable. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> The existing covered defines the entrance to the house. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.d | Roof Form: Roof pitch and style shall be designed to meet snow storage needs for the site. |
| | | | | <ul style="list-style-type: none"> Roof pitch materials and style shall retain snow on the roof, or allow snow to shed safely onto the property, and away from pedestrian travel areas. Designs should avoid locating drip lines over key pedestrian routes. Where setbacks are less than ten feet, special attention shall be given to the roof form to ensure that snow does not shed onto adjacent properties. |

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| | | | Staff Comments | <ul style="list-style-type: none"> Roof materials: Metal roof, designed to retain the snow over walkways and shed snow to covered porch in other places. Roof Pitch: 12/12 on primary roof (main roof pitch and garage roof); 4/12 (on secondary roofs, including the covered porch) Snow clips are proposed for porch roof over the front entry, over the side entry, and over the garage entry. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.d | Roof Form: The use of roof forms, roof pitch, ridge length and roof materials that are similar to those traditionally found in the neighborhood are encouraged. |
| | | | Staff Comments | <ul style="list-style-type: none"> The following forms are currently found in the neighborhood: <ul style="list-style-type: none"> Metal roofs gable end roofs Shed dormers. Porch roof The application is consistent with the neighborhood in regards to roof forms and materials |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.d | Roof Form: The roof pitch of a new building should be compatible with those found traditionally in the surrounding neighborhood. |
| | | | Staff Comments | <ul style="list-style-type: none"> Roof pitch is varied. The following is found on the structure: <ul style="list-style-type: none"> 12/12 (Main roof pitch and garage) 4/12 (shed dormer and covered porch) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.e | Wall Planes: Primary wall planes should be parallel to the front lot line. |
| | | | Staff Comments | <ul style="list-style-type: none"> Primary wall planes are sited parallel to the front lot line. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.e | Wall Planes: Wall planes shall be proportional to the site, and shall respect the scale of the surrounding neighborhood. |
| | | | Staff Comments | <ul style="list-style-type: none"> Proposed structure utilizes a porch roof along the street elevation to break up the wall. Along the north and south elevations, the wall planes are broken up by the existing and proposed dormers. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.e | Wall Planes: The use of pop-outs to break up longer wall planes is encouraged. |
| | | | Staff Comments | <ul style="list-style-type: none"> Pop-outs are not used on this structure, except for existing and new dormers to break up the façade and roof structure. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.f | Windows: Windows facing streets are encouraged to be of a traditional size, scale and proportion. |
| | | | Staff Comments | <ul style="list-style-type: none"> Windows facing street are a mix of traditional and modern with windows taller than they are wide. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.f | Windows: Windows on side lot lines adjacent to other buildings should be carefully planned to respect the privacy of neighbors. |
| | | | Staff Comments | <ul style="list-style-type: none"> Immediate neighbors exist on the north and south property lines, however the windows appear to be designed for privacy in the event the mature landscaping is removed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.g | Decks and Balconies: Decks and balconies shall be in scale with the building and the neighborhood. |
| | | | Staff Comments | <ul style="list-style-type: none"> The proposed balcony faces the alley The front porch is in scale with the building. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.3.g | Decks and Balconies: Decks and balconies should be designed with the privacy of neighbors in mind when possible. |
| | | | Staff Comments | <ul style="list-style-type: none"> The proposed balcony faces the alley |

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| | | | | <ul style="list-style-type: none"> <i>The front porch is in scale with the building.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.h | <p>Building Materials and Finishes: Materials and colors shall be selected to avoid the look of large, flat walls. The use of texture and detailing to reduce the perceived scale of large walls is encouraged.</p> <p>Building Materials and Finishes: Large wall planes shall incorporate more than one material or color to break up the mass of the wall plane.</p> |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> <i>Wall Materials: cedar shake to match existing</i> <i>Facia: painted 2"X6"cedar (color: copely gray)</i> <i>Roof Material: Metal roof to match existing</i> <i>Wainscoting: N/A</i> <i>Flashing: Dark bronze metal</i> <i>Window casing: white, metal clad windows</i> <i>Columns and Beams: painted wood, white</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.h | <p>Building Materials and Finishes: Large wall planes shall incorporate more than one material or color to break up the mass of the wall plane.</p> |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> <i>Wall is cedar shake with metal roof</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.i | <p>Ornamentation and Architectural Detailing: Architectural detailing shall be incorporated into the front wall plane of buildings.</p> |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> <i>A gable end vent and porch is used to break up the front wall plane</i> <i>Trim contrasts against the window cladding</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.i | <p>Ornamentation and Architectural Detailing: The use of porches, windows, stoops, shutters, trim detailing and other ornamentation that is reminiscent of the historic nature of Old Hailey is encouraged.</p> |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> <i>Proposed front porch is consistent with the styles of Old Hailey.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.3.i | <p>Ornamentation and Architectural Detailing: Architectural details and ornamentation on buildings should be compatible with the scale and pattern of the neighborhood.</p> |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> <i>See above notes.</i> |

4. Circulation and Parking: 6A.9.C.4

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.4 | <p>Guideline: Safety for pedestrians shall be given high priority in site planning, particularly with respect to parking, vehicular circulation and snow storage issues.</p> |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> <i>Adequate parking has been provided and pedestrian access off the adjacent streets is provided and does not interfere with traffic from the streets.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.4 | <p>Guideline: The visual impacts of on-site parking visible from the street shall be minimized.</p> |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> <i>A two car garage will house and screen vehicles from the street. All other parking areas are screened by virtue of the location on the alley.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.4 | <p>Guideline: As a general rule, garages and parking should be accessed from the alley side of the property and not the street side.</p> |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> <i>Garage and all onsite parking are accessed from the alley.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.4 | <p>Guideline: Detached garages accessed from alleys are strongly encouraged.</p> |

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|--------------------------|--------------------------|-------------------------------------|-----------------------|---|
| | | | Staff Comments | - <i>Proposed garage is attached and accessed from the alley.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.4 | Guideline: When garages must be planned on the street side, garage doors shall be set back and remain subordinate to the front wall plane. |
| | | | Staff Comments | • <i>N/A</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.4 | Guideline: When garages and/or parking must be planned on the street side, parking areas are preferred to be one car in width. When curb cuts must be planned, they should be shared or minimized. |
| | | | Staff Comments | • <i>Garage is located off the alley.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.4 | Guideline: Off-street parking space for recreational vehicles should be developed as part of the overall site planning. |
| | | | Staff Comments | • <i>RV/trailer parking could be accommodated off the alley</i> |

5. Alleys: 6A.9.C.5

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.5 | Guideline: Alleys shall be retained in site planning. Lot lines generally shall not be modified in ways that eliminate alley access to properties. |
| | | | Staff Comments | - <i>Alley has been retained and are utilized.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.5 | Guideline: Alleys are the preferred location for utilities, vehicular access to garages, storage areas (including recreational vehicles) and accessory buildings. Design and placement of accessory buildings that access off of alleys is encouraged. |
| | | | Staff Comments | • <i>All utilities are accessed from the alley and are underground.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.5 | Guideline: Generally, the driving surface of alleys within Limited Residential and General Residential may remain a dust-free gravel surface, but should be paved within Business, Limited Business, and Transitional. The remainder of the City alley should be managed for noxious weed control, particularly after construction activity. |
| | | | Staff Comments | • <i>Alley is gravel and maintained by the City of Hailey. Alley is located with the GR zone.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.5 | Guideline: Landscaping and other design elements adjacent to alleys should be kept simple, and respect the functional nature of the area and the pedestrian activity that occurs. |
| | | | Staff Comments | - <i>No additional landscaping is proposed on the alley side.</i> |

6. Accessory Structures: 6A.9.C.6

| Compliant | | | Standards and Staff Comments | |
|--------------------------|--------------------------|-------------------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.6 | Guideline: Accessory buildings shall appear subordinate to the main building on the property in terms of size, location and function. |
| | | | Staff Comments | - <i>No additional accessory structures are planned.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6A.9.C.6 | Guideline: In general, accessory structures shall be located to the rear of the lot and off of the alley unless found to be impractical. |
| | | | Staff Comments | - <i>All existing accessory structures are located in the rear yard.</i> |

7. Snow Storage: 6A.9.C.7

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.7 | Guideline: All projects shall be required to provide 25% snow storage on the site. <i>Staff Comments</i> <ul style="list-style-type: none"> - Snow Storage: 400 square feet of impermeable surfaces are on the site. 100 square feet is required. 400 square feet of snow storage is provided on two separate snow storage sites: - Site dimensions <ul style="list-style-type: none"> o Site A: ~20' X 10' o Site B: ~20' X 10' |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.7 | Guideline: A snow storage plan shall be developed for every project showing: <ul style="list-style-type: none"> • Where snow is stored, key pedestrian routes and clear vision triangles. • Consideration given to the impacts on adjacent properties when planning snow storage areas. <i>Staff Comments</i> <ul style="list-style-type: none"> • Snow storage areas do not restrict pedestrian access. Pedestrian access must be unrestricted and visible from the adjacent streets. |

8. Existing Mature Trees and Landscaping: 6A.9.C.8

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.8 | Guideline: Existing mature trees shall be shown on the site plan, with notations regarding retention, removal or relocation. Unless shown to be infeasible, a site shall be carefully planned to incorporate existing mature trees on private property into the final design plan. <i>Staff Comments</i> <ul style="list-style-type: none"> - Mature trees exist on the lot and no changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.8 | Guideline: Attention shall be given to other significant landscape features which may be present on the site. Mature shrubs, flower beds and other significant landscape features shall be shown on the site plan and be incorporated into the site plan where feasible. <i>Staff Comments</i> <ul style="list-style-type: none"> - Mature trees exist on the lot and no changes are proposed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.8 | Guideline: Noxious weeds shall be controlled according to State Law. <i>Staff Comments</i> <ul style="list-style-type: none"> - Noxious weeds are not present on the site. |

9. Fences and Walls: 6A.9.C.9

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.9 | Guideline: Fences and walls that abut public streets and sidewalks should be designed to include fence types that provide some transparency, lower heights and clearly marked gates. <i>Staff Comments</i> <ul style="list-style-type: none"> - An existing, compliant, white picket fence is located on site. There are now proposed changes to the fence. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.9 | Guideline: Retaining walls shall be in scale to the streetscape. <i>Staff Comments</i> <ul style="list-style-type: none"> - No retaining walls are proposed. |

11. Historic Structures: 6A.9.C.11 (NOTE: Applicable only to structures built prior to 1940)

| Compliant | | | Standards and Staff Comments | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.10 | <p>General Guidelines: Any alteration to the exterior of a Historic Structure requiring design review approval shall meet the following guidelines:</p> <ul style="list-style-type: none"> • The alteration should be congruous with the historical, architectural, archeological, educational or cultural aspects of other Historic Structures within the Townsite Overlay District, especially those originally constructed in the same Period of Significance. • The alteration shall be contributing to the Townsite Overlay District. Adaptive re-use of Historic Structures is supported while maintaining the architectural integrity of the original structure. |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> - <i>The original structure was built in 1910, therefore the building is considered Historic. However, several remodel have significantly changed the structure through the years. Below is a list of known remodels to the original structure:</i> <ul style="list-style-type: none"> o <i>1986 remodel and/or addition</i> o <i>1995 remodel and/or addition</i> o <i>2003 remodel and/or addition</i> - <i>The addition will be continuation of the existing architecture without any alteration of the current structure, aside from what is required to tie into the current structure.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6A.9.C.9 | <p>Specific Guidelines. Any alteration to the exterior of a Historic Structure requiring design review approval shall meet the following specific guidelines:</p> <ul style="list-style-type: none"> • The design features of repairs and remodels including the general streetscape, materials, windows, doors, porches, and roofs shall not diminish the integrity of the original structure. • New additions should be designed to be recognizable as a product of their own Period of Significance with the following guidelines related to the historical nature of the original structure: <ul style="list-style-type: none"> o The addition should not destroy or obscure important architectural features of the original building and/or the primary façade; o Exterior materials that are compatible with the original building materials should be selected; o The size and scale of the addition should be compatible with the original building, with the addition appearing subordinate to the primary building; o The visual impact of the addition should be minimized from the street; o The mass and scale of the rooftop on the addition should appear subordinate to the rooftop on the original building, and should avoid breaking the roof line of the original building; o The roof form and slope of the roof on the addition should be in character with the original building; <p>The relationship of wall planes to the street and to interior lots should be preserved with new additions.</p> |
| | | | <i>Staff Comments</i> | <ul style="list-style-type: none"> - <i>The addition will be continuation of the existing architecture without any alteration of the current structure, aside from what is required to tie into the current structure.</i> - <i>All design elements used in the existing structure are used in the new</i> |

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| | | | | <i>structure.</i> |
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6A.6 Criteria.

- A. The Commission or Hearing Examiner shall determine the following before approval is given:**
 - 1. The project does not jeopardize the health, safety or welfare of the public.**
 - 2. The project conforms to the applicable specifications outlined in the Design Review Guidelines, as set forth herein, applicable requirements of the Zoning Ordinance, and City Standards.**

- B. Conditions. The Commission or Hearing Examiner may impose any condition deemed necessary. The Commission or Hearing Examiner may also condition approval of a project with subsequent review and/or approval by the Administrator or Planning Staff. Conditions which may be attached include, but are not limited to those which will:**
 - 1. Ensure compliance with applicable standards and guidelines.**
 - 2. Require conformity to approved plans and specifications.**
 - 3. Require security for compliance with the terms of the approval.**
 - 4. Minimize adverse impact on other development.**
 - 5. Control the sequence, timing and duration of development.**
 - 6. Assure that development and landscaping are maintained properly.**
 - 7. Require more restrictive standards than those generally found in the Zoning Ordinance.**

The following conditions are suggested to be placed on any approval of this application:

- a) All applicable Fire Department and Building Department requirements shall be met.
- b) Any change in use or occupancy type from that approved at time of issuance of Building Permit may require additional improvements and/or approvals. Additional parking may also be required upon subsequent change in use, in conformance with Hailey’s Zoning Ordinance at the time of the new use.
- c) All City infrastructure requirements shall be met. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required. Infrastructure to be completed at the applicant’s sole expense include, but will not be limited to, the following requirements and improvements:
- d) The project shall be constructed in accordance with the application or as modified by these Findings of Fact, Conclusions of Law and Decision.
- e) All new and existing exterior lighting shall comply with the Outdoor Lighting Ordinance.

- f) Except as otherwise provided, all the required improvements shall be constructed and completed, or sufficient security provided as approved by the City Attorney, before a Certificate of Occupancy can be issued.
- g) This Design Review approval is for plans approved the day the Findings of Fact are signed. The Planning & Zoning Administrator has the authority to approve minor modifications to this project prior to, and for the duration of a valid Building Permit.
- h) All utilities will be located underground, consistent with 6A.9.C.1.
- i) Snow clips will be added to the porches over pedestrian access areas.

C. Security. The applicant may, in lieu of actual construction of any required or approved improvement, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering or design, materials and installation of the improvements not previously installed by the applicant, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one (1) year from the date the security is provided.

1. **If any extension of the one year period is granted by the City, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided.**
2. **In the event the improvements are not completely installed within one (1) year, or upon the expiration of any approved extension, the City may, but is not obligated, to apply the security to the completion of the improvements and complete construction of the improvements.**

Motion Language

Approval:

Motion to approve the design review application submitted by Kirsten Ritzau, represented by Eddy Svigdal, for Design Review of an addition to an existing single family home, located at Lots 18, 19, & 20, Block 59, Hailey Townsite (412 North 2nd Avenue) finding that the project does not jeopardize the health, safety or welfare of the public and the project conforms to the applicable specifications outlined in the Design Review Guidelines, applicable requirements of the Zoning Ordinance, and City Standards, provided conditions (a) through (i).

Denial:

Motion to deny approve the design review application submitted by Kirsten Ritzau, represented by Eddy Svigdal, for Design Review of an addition to an existing single family home, located at Lots 18, 19, & 20, Block 59, Hailey Townsite (412 North 2nd Avenue) finding that _____ [the Commission should cite which standards are not met and provided the reason why each identified standard is not met].

Continuation:

Motion to continue the public hearing to _____ [Commission should specify a date].

RECEIVED
OCT 14 2014

City of Hailey - Design Review Application Submittal Date: 10, 14, 14
Project Name: 412 N. 2nd Parcel No. RPH: 0000059/018A
Legal Description of Property: Subdivision Hailey Townsite Lot(s) 18, 19, 20, Block 59
Street Address of Property: 412 N. 2nd
Current Zoning of Property: GR Year of original construction: 1910
(Only applicable if property is within the Townsite Overlay)
Existing building gross sq. ft. (if applicable) 2,000 Proposed addition or new construction sq. ft. 1200 living 1000 garage

Name of Owner of the Property: Wallace Goodwin
Mailing Address: ~~412 N. 2nd~~ Box 59 City: Hailey State: ID Zip: 83333
Phone: (307) 752-0683 Fax: () _____ Cell: (307) 752-0683
Email Address: puttergoodwin@gmail.com

Property Owner Consent:
By signature hereon, the property owner acknowledges that City officials and/or employees may, in the performance of their functions, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application, pursuant to Idaho Code §67-6507. The property owner is also hereby notified that members of the Planning and Zoning Commission and City Council are required to generally disclose the content of any ex parte discussion (outside the hearing) with any person, including the property owner or representative, regarding this application.
Property Owner's Signature: WBG Date: 10 / 14 / 14

Name of individual to contact on behalf of Trust or LLC (if applicable): Kirsten Ritzau
Mailing Address: 111 S. 3rd Ave City: Hailey State: ID Zip: 83333
Phone: () _____ Fax: () _____ Cell: (208) 720-0438
Email Address: Ktritzau@gmail.com

Application Contact (if different than above): EDDY SVIDEAL
**Application Contact will be the Planning Department's primary point of contact for questions related to the application.
Mailing Address: PO Box 4750 City: LETCHEM State: ID Zip: 83340
Phone: (208) 720-1014 Fax: () _____ Cell: () _____
Email Address: eddy@subvalley.net
Signature: [Signature] Date: 9 / 20 / 14

See attached checklist for items that must be submitted with this application in order for application to be considered complete. See the applicable Design Review Guidelines, including Townsite Overlay Guidelines if applicable, in Section 6A of the Hailey Zoning Ordinance.
Appeals: Any interested party may appeal in writing any final decision of the Planning and Zoning Administrator, Hearing Examiner, or Commission to the City Council by filing an appeal with the Hailey City Clerk within fifteen (15) days from the date of the decision. The appeal shall specifically state the decision appealed and reasons for the appeal. If no appeal is filed within the fifteen (15) day period, the decision shall be deemed final.

FOR CITY USE ONLY Fees: Cost of additional noticing, recording fees, and other direct costs will also be assessed.

- Commercial, Mixed-Use or Multi-Family..... \$ 450.00
- plus \$25 / 1,000 gross square feet..... \$ _____
- OR Single-Family Dwelling, Duplex or Accessory Structure in TO..... \$ 250.00
- OR No Substantial Impact..... (Mailing only)..... \$ 75.00
- OR Modification to DR Approval... (No publication or mailing)..... \$ 50.00
- OR DR Exemption... (No publication or mailing)..... \$ 30.00
- Publication cost..... \$ 40.00
- Mailing (# of addresses _____) x (_____ postage + .15 paper, envelope & label) \$ _____
- DO NOT COUNTY DUPLICATES OR CITY OF HAILEY**
- Total Due..... \$ _____

paid

DESIGN REVIEW—APPLICATION CHECKLIST

Project Name:

412 N 2nd

City Use Only

Certified

Complete by:

Date:

KH
10/14/14

The following items must be submitted with the application for the application to be considered complete (✓):

| Yes | No | Item | Description |
|--------------------------|--------------------------|------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. | The completed Design Review application form including project name and location, and applicant and representative names and contact information. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. | One (1) 24" x 36" set of plans and survey and one (1) 11" x 17" set showing at a minimum the following: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. | Vicinity map, to scale, showing the project location in relationship to neighboring buildings and the surrounding area. Note: a vicinity map must show location of adjacent buildings and structures. |
| <input type="checkbox"/> | <input type="checkbox"/> | b. | Drainage plan (grading, catch basins, piping, and dry-wells). |
| <input type="checkbox"/> | <input type="checkbox"/> | c. | Utilities plan (location and size of water and sewer mains and services, gas, electric, TV and phone). |
| <input type="checkbox"/> | <input type="checkbox"/> | d. | Site plan, to scale, showing proposed parking (including parking stall dimensions), loading, general circulation, and snow storage. List square footage of subject property including lot dimensions. |
| <input type="checkbox"/> | <input type="checkbox"/> | e. | Landscape plan (existing landscaping on the site shown as retained, relocated or removed; proposed landscaping including species type, size and quantity). |
| <input type="checkbox"/> | <input type="checkbox"/> | f. | Floor plan. List gross square footage for each floor. List occupancy classification and type of construction. |
| <input type="checkbox"/> | <input type="checkbox"/> | g. | Detailed elevations of all sides of the proposed building and other exterior elements (colors, materials). |
| <input type="checkbox"/> | <input type="checkbox"/> | h. | Exterior Lighting plan, pursuant to Article VIII B, of the Zoning Ordinance (location, height, type, and lumen output; spec sheets for fixtures; illuminance levels/photometrics for area lighting). ✓ |
| <input type="checkbox"/> | <input type="checkbox"/> | i. | Sign plan (location, dimensions and lighting). |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. | Plans and drawings for all buildings, except Single Family Dwellings and Accessory Structures, shall be prepared and stamped by an Idaho licensed architect. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. | A materials and colors sample board. Each sample should be approximately 12"x12" in size. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. | One (1) colored rendering of at least one side of the proposed building. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. | Staging and contractor parking plan. Statement of where staging will occur, and parking plan for contractors. If any staging or parking shall occur off-site, a staging/parking plan must be submitted including materials storage, excavation (backfill) stockpile areas, job trailers, blue rooms, dumpsters, contractor parking, etc. |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. | A list of the names and addresses of all property owners and residents within three hundred (300) feet of the exterior boundaries of the subject property, in a format acceptable to the City. (Names and addresses can be obtained using the Blaine County map server http://maps.co.blaine.id.us/ or from the Blaine County Assessor's office) |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. | Other information as required by the Administrator, Hearing Examiner or the Commission. |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. | Electronic PDF copies of all documents and materials listed above. (RECOMMENDED) |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. | Written statement of how each design review standard is met. (RECOMMENDED) |
| <input type="checkbox"/> | <input type="checkbox"/> | II. | Payment of applicable fees. |

City Use Only:

| | |
|---|--|
| <p>___ Verify that application is complete</p> <p>___ Double check address</p> <p>___ Advise applicant if Lot Line Adjustment is needed</p> | <p>___ Check following basic standards:</p> <p>___ Density</p> <p>___ Setbacks</p> <p>___ Height (plans must show elevation points of record grade)</p> <p>___ Lot coverage</p> <p>___ Floor area</p> <p>___ Required Parking Spaces</p> |
|---|--|

ENERGY REQUIREMENTS:

Water Conservation: All faucets, showerheads and toilets will use 20% less water than standard fixtures or be labeled by the WaterSense Program.

Air Quality: Must meet minimum indoor air ventilation requirements, specified in the 2009 ASHRAE.

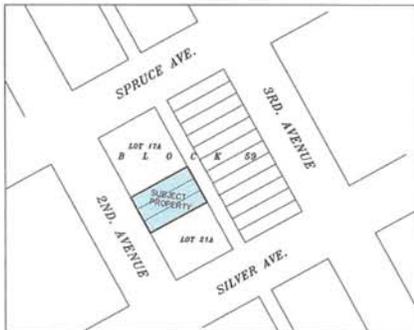
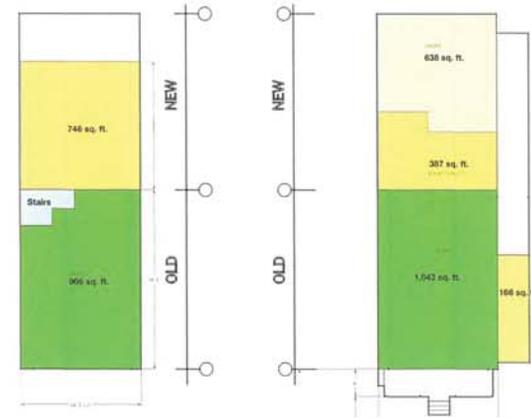
Construction Waste: Requirements for cardboard and clean wood must be on-site.

Identify and Assess: Details and specification outlined by the building Dept. shall be shown on the plans, drawings, or on a packet form and sign a declaration form stating that the outlined best practices were achieved.

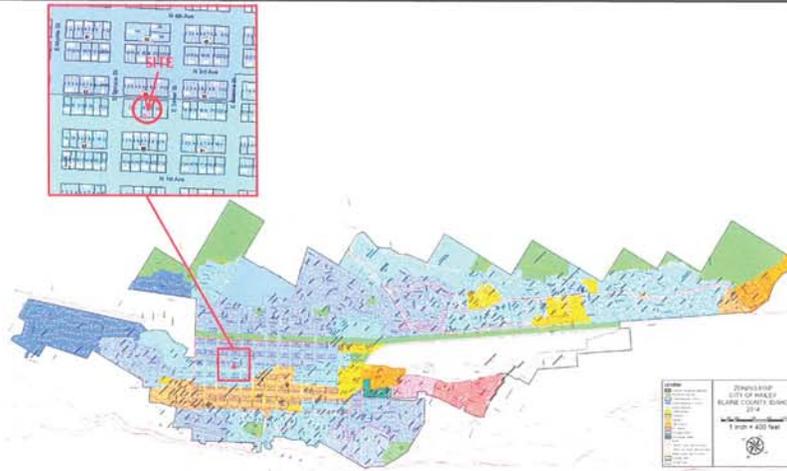
RITZAU RESIDENCE
412 N. SECOND AVE.
 HAILEY TOWNSITE LOTS 18, 19 & 20, BLOCK 59
 CITY OF HAILEY

BUILDING INFORMATION

ZONING: GENERAL RESIDENTIAL (GR)



VICINITY MAP - NOT TO SCALE



HAILEY ZONING MAP

SHEET INDEX

ARCHITECTURAL

- A - 1.0 COVER SHEET / BUILDING INFORMATION
- A - 1.1 SURVEY PLAN BY SURVOYR
- A - 1.2 3-D CAD RENDERING
- A - 2.0 EXISTING HOUSE SURVEY PLANS
- A - 2.1 NEW ADDITION PLAN UPPER & LOWER FLR.
- A - 6.1 EXTERIOR ELEVATIONS
- A - 6.2 EXTERIOR ELEVATIONS

STRUCTURAL

3RD PARTY ENERGY COMPLIANCE

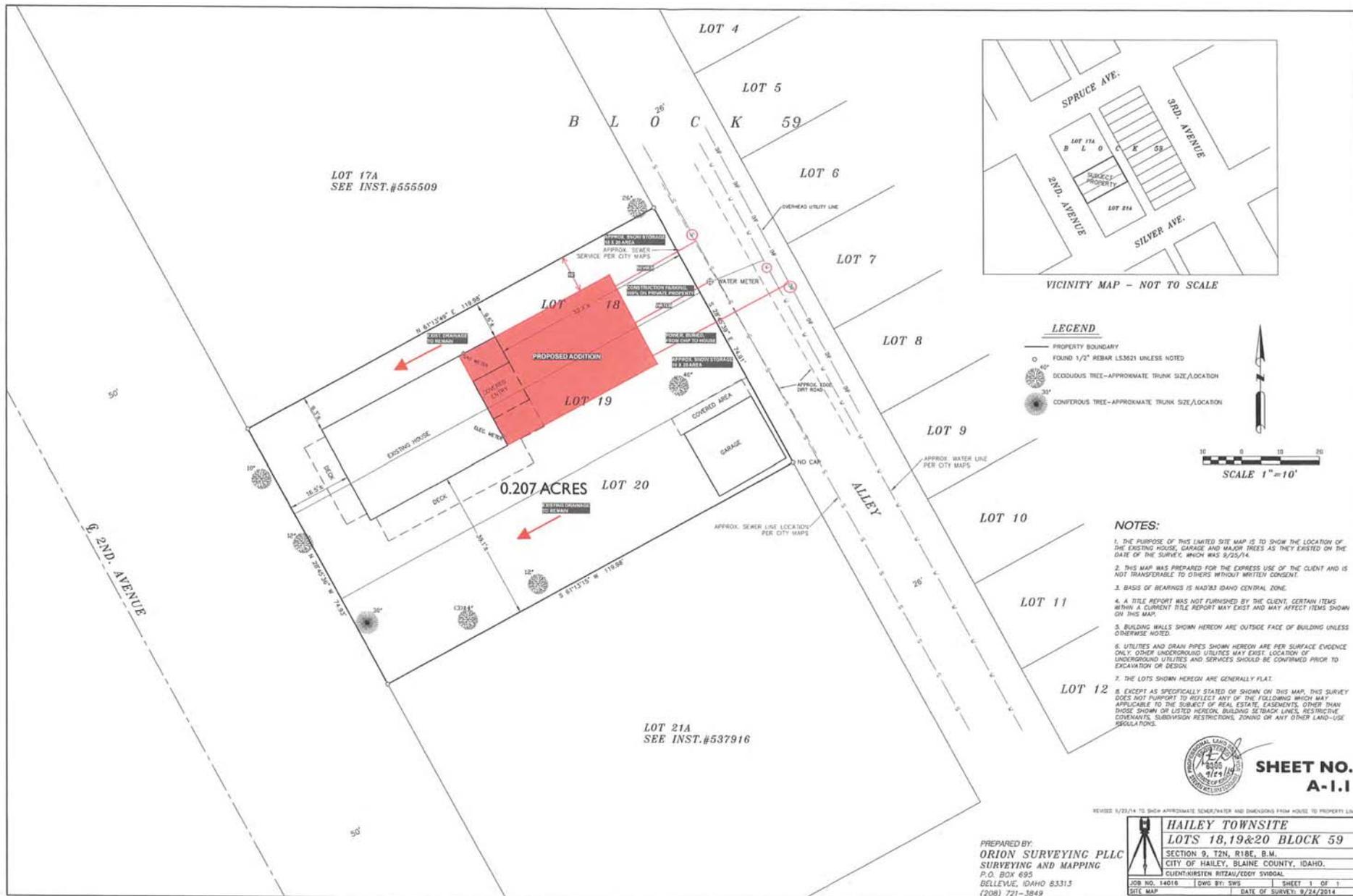
RITZAU RESIDENCE
412 NORTH 2ND AVE.
 HAILEY TOWNSITE LOTS 18, 19 & 20, BLOCK 59, CITY OF HAILEY, ID

L. W. WOOD ARCHITECTS ARCHITECTS & PLANNERS
 P.O. BOX 4750 RETCHUM, IDAHO 208-776-1014

Eddy Sridjagal ARCHITECTS A.I.A.
 ARCHITECTS & PLANNERS

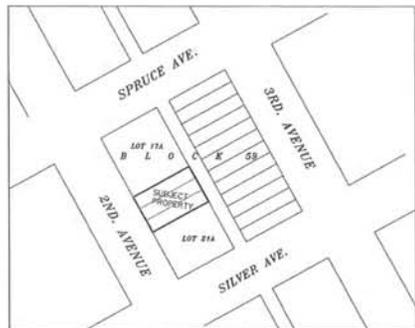
Sheet No:
A-1.0

Date Printed:
 Oct. 15, '14



LOT 17A
SEE INST.#555509

LOT 21A
SEE INST.#537916



VICINITY MAP - NOT TO SCALE

LEGEND

- PROPERTY BOUNDARY
- FOUND 1/2" REBAR L53621 UNLESS NOTED
- DECIDUOUS TREE—APPROXIMATE TRUNK SIZE/LOCATION
- CONIFEROUS TREE—APPROXIMATE TRUNK SIZE/LOCATION



SCALE 1"=10'

NOTES:

1. THE PURPOSE OF THIS LIMITED SITE MAP IS TO SHOW THE LOCATION OF THE EXISTING HOUSE, GARAGE AND MAJOR TREES AS THEY EXISTED ON THE DATE OF THE SURVEY, WHICH WAS 2/25/14.
2. THIS MAP WAS PREPARED FOR THE EXPRESS USE OF THE CLIENT AND IS NOT TRANSFERABLE TO OTHERS WITHOUT WRITTEN CONSENT.
3. BASIS OF BEARINGS IS NAD'83 IDAHO CENTRAL ZONE.
4. A TITLE REPORT WAS NOT FURNISHED BY THE CLIENT, CERTAIN ITEMS WITHIN A CURRENT TITLE REPORT MAY EXIST AND MAY AFFECT ITEMS SHOWN ON THIS MAP.
5. BUILDING WALLS SHOWN HEREON ARE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
6. UTILITIES AND DRAIN PIPES SHOWN HEREON ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR SEDON.
7. THE LOTS SHOWN HEREON ARE GENERALLY FLAT.
8. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY APPLICABLE TO THE SUBJECT OF REAL ESTATE, EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR ANY OTHER LAND-USE REGULATIONS.



SHEET NO. A-1.1

REVISED 1/23/14 TO SHOW APPROXIMATE SEWER/WATER AND DIMENSIONS FROM HOUSE TO PROPERTY LINES



HAILEY TOWNSHIP
LOTS 18, 19 & 20 BLOCK 59
 SECTION 9, T2N, R18E, B.M.
 CITY OF HAILEY, BLAINE COUNTY, IDAHO.
 CLIENT: NURSTEN RITZAU/EDDY SVOBOD

PREPARED BY:
ORION SURVEYING PLLC
 SURVEYING AND MAPPING
 P.O. BOX 695
 BELLEVUE, IDAHO 83313
 (208) 721-3849

JOB NO. 14016 | DWG BY: SWS | SHEET 1 OF 1
 SITE MAP | DATE OF SURVEY: 9/24/2014



RITZAU COLOR RENDERING

NOT TO SCALE

RITZAU RESIDENCE
412 NORTH 2ND AVE.

HAILEY TOWNSHIP, LOTS 14, 19 & 20, BLOCK 88, CITY OF HAILEY, ID

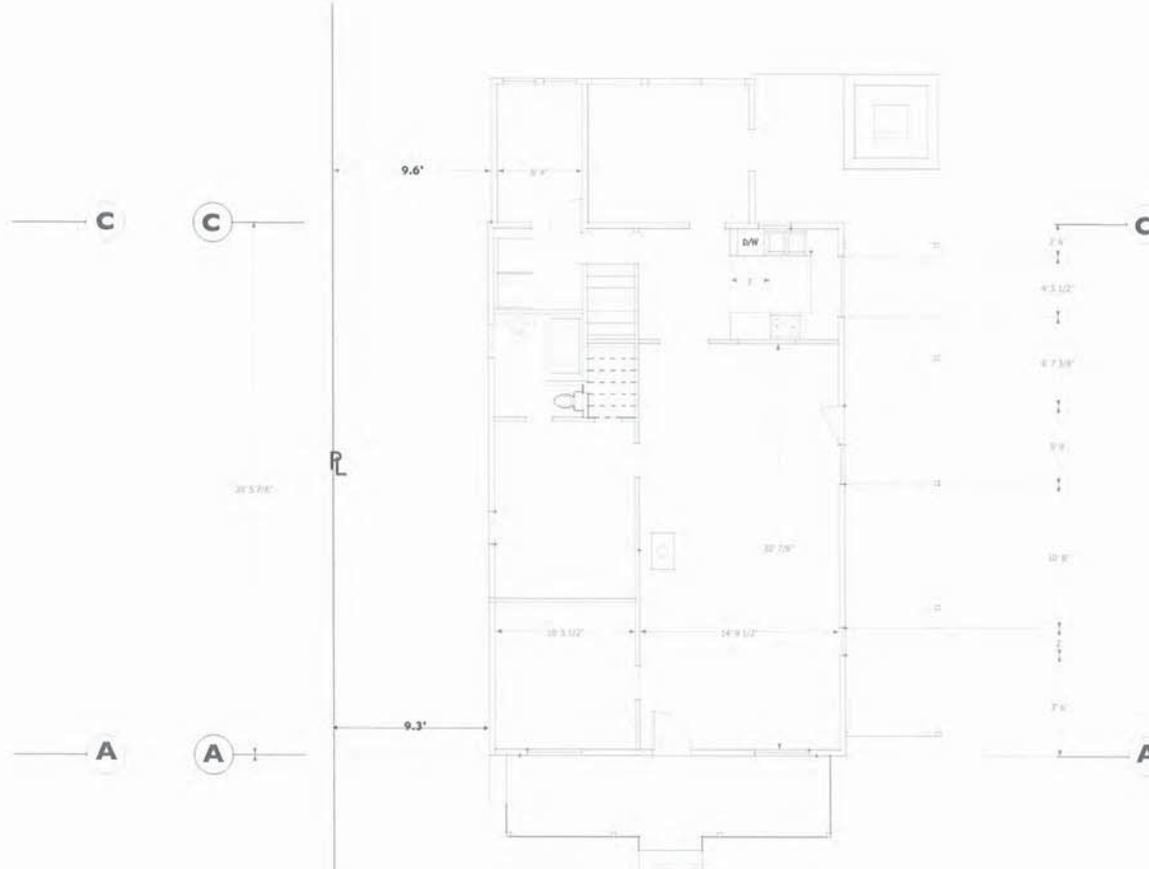


Eddy Snidgal / ARCHITECTS A.I.A.
ARCHITECTS & PLANNERS
P.O. BOX 4750 KETCHUM, IDAHO 208-728-1914

Sheet No.
A-1.2
Date Printed
Oct. 15, '14



UPPER FLOOR



LOWER FLOOR

EXISTING RESIDENCE

RITZAU RESIDENCE
412 NORTH 2ND AVE.
HALEY TOWNSHIP, LOTS 18, 19 & 20, BLOCK 19, CITY OF HALEY, ID

LICENSED ARCHITECT
NO. 9461

Eddy Sridgal
ARCHITECTS & PLANNERS
P.O. BOX 6702 HELENA, MONT. 59614

Sheet No.
A-1.0
Date Printed
Oct. 15, '14



SOUTH ELEVATION

1/4" = 1'-0"

1



WEST ELEVATION

1/4" = 1'-0"

2

RITZAU RESIDENCE
412 NORTH 2ND AVE.

MALLEY TOWNSHIP, LOTS 18, 19 & 20, BLOCK 63, CITY OF MALLEY, ID

Eddy Swigal / ARCHITECTS A.I.A.
ARCHITECTS & PLANNERS
P.O. BOX 1750 KETCHUM, IDAHO 208-726-1814

Sheet No.
A-6.1
Date Printed



NORTH ELEVATION 1
1/4" = 1'-0"



EAST ELEVATION 1
1/4" = 1'-0"

RITZAU RESIDENCE
412 NORTH 2ND AVE.
HAILEY TOWNSHIP, LOTS 11, 11 & 28, BLOCK #1, CITY OF HAILEY, ID



Eddy Sridgal / ARCHITECTS A.I.A.
ARCHITECTS & PLANNERS
P.O. BOX 4750 KETCHIKAN, ALASKA 99901-0450

Sheet No.
A-6.2
Date Printed

Wireless Permit

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On November 10, 2014 the Hailey Planning and Zoning Commission considered an application submitted by the Idaho Military Division, Public Safety Communication Department for a new Wireless Permit to be located at AM Lot 7A, Block 28 (219 1st Avenue S), otherwise known at the Blaine County Courthouse Annex building, within the Business (B) and Townsite Overlay (TO) Zoning Districts. The Commission, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice

Notice for the application was published in the Idaho Mountain Express on October 15, 2014 and was sent to property owners within 300 feet on October 15, 2014.

Application

The Idaho Military Division, Public Safety Communication Department applied for a new Wireless Permit to be located at AM Lot 7A, Block 28 (219 1st Avenue S), otherwise known at the Blaine County Courthouse Annex building, within the Business (B) and Townsite Overlay (TO) Zoning Districts. The applicant proposes the following be permitted as part of the application: A PTP 600 Series 4.9 GHz wireless antennae with a non-penetrating tri-pod to be installed on the roof of the Blaine County Courthouse Annex Building. Wireless Permits are a permitted use in this zone, although the Findings of Fact for any wireless permit in the Business Zone must be approved by the Planning and Zoning Commission.

Procedural History

The Wireless Permit Application was considered by the Planning and Zoning Commission on November 10, 2014.

Permit Granting Authority

Section 8A.6.1(a) gives the Planning Administrator permit granting authority for Wireless Permits not requiring a Conditional Use Permit, subject to final approval or denial by the Planning and Zoning Commission on its consent agenda. Such approval or denial shall specify the ordinance and standards used in evaluating the application, the reasons for the approval or denial, and the actions, if any, that the applicant could take to obtain a permit.

This project does not require a Conditional Use Permit. Therefore, in accordance with Section 8A.6.1 (a), the Planning Administrator has submitted these Findings of Fact, Conclusion of Law and Decision for the Planning and Zoning Commission to review on the Consent Agenda.

Standards of Evaluation

Section 8A of the Hailey Zoning Ordinance establishes the criteria for applications for Wireless Permits. For each applicable standard (in bold print), the Commission makes the following Findings of Fact:

8A.3 Applicability:

8A.3.1 Permits Required.

It shall be unlawful to commence construction or placement of any PWSF or WCF without having first obtained a valid written Wireless Permit pursuant to this Article, and as set forth in Section 8A.4, a Conditional Use Permit pursuant to Hailey Zoning Ordinance Article XI.

- a. **Building Permit. It shall be unlawful to commence construction on any new PWSF or WCF, or to modify, alter or add on to an existing PWSF or WCF, without having first obtained a valid written Building Permit as required under the International Building Code as adopted by Hailey Ordinance.**

It is a condition of approval that the applicant obtains a building permit from the Building Department, prior to installation of any new equipment associated with this project. To meet the Building Department requirements, the applicant must show the following when submitting for a building permit:

- Compliance with the IBC's regional requirements, which specify that the antennas need to be rated for 90 mph winds;
 - Any other pertinent requirements as set out by the Building Department.
- b. **Any Conditional Use Permit issued for a PWSF or WCF shall subscribe to procedures set forth in this Article and in Article XI of the City of Hailey Zoning Ordinance, and:**
1. **Where non-conflicting differences between this Article and Article XI exist, this Article shall be additive to and supportive of Article XI.**
 2. **Where this Article and Article XI contain conflicting provisions, the more restrictive requirements shall apply.**

No conditional use permit is required. Wireless facilities mounted to a building are accessory uses in the Business District.

8A.3.2 Pre-existing Personal Wireless Service Facilities or Wireless Communications Facilities.

- a. **A PWSF or WCF for which a permit has been issued prior to the effective date of this Article shall be deemed a permitted use, subject to the conditions of that permit.**
- b. **All unpermitted PWSFs or WCFs shall be brought into compliance with this Article. Unpermitted PWSFs or WCFs will be subject to abatement.**
- c. **Where any unpermitted PWSF or WCF to be attached to a mount approved for another use or PWSF or WCF, the unpermitted PWSF or WCF must apply for a separate permit, even when (i) sharing a legal mount, (ii) already in operation, and/or (iii) duly licensed by the Federal Communications Commission. The issuance of permit renewals or other new permits for such facilities shall be in accordance with the provisions of this Article.**
- d. **Damaged or destroyed facilities may be rebuilt and all such facilities may be replaced by facilities of the same height at the same location, provided that lattice towers are encouraged to be changed to mounts of lower visual impact.**

- e. **Any carrier with at least one pre-existing PWSF or WCF in the City of Hailey that is out of compliance with the City of Hailey building and zoning requirements, prior to the adoption of this Article, shall not be eligible for any new approvals of PWSFs or WCFs by the City until each pre-existing PWSF or WCF owned by that carrier is brought into compliance with this Article.**

Proposed Wireless Facility will be new, although the Blaine County Courthouse Annex Building currently houses other existing Wireless Facilities.

8A.3.3 Unpermitted Facilities, Mounts or Equipment Ineligible for Co-location.

- a. **No issuance of any permit under this Article shall occur for a request to co-locate, attach, or share an existing PWSF or WCF site, mount or facility, when such existing site, mount or facility is found to have one or more PWSFs or WCFs without permits and/or any structure, mount or facility is found to lack one or more building or any other permits required by the City, or is otherwise in violation of City ordinance or state or federal law.**
- b. **Any application by a wireless carrier or other entity shall not be accepted by the City of Hailey if that wireless carrier has a pre-existing PWSF or WCF on, or the other entity owns or leases, a mount, rooftop or tower, on which there is any unpermitted PWSF or WCF until that PWSF or WCF is brought into compliance with this Article.**

No applicable to this application.

8A.3.4 Exempt Communication Facilities.

- a. **The requirements imposed by this Article shall not apply to antennas designed to receive video programming signals from direct broadcast satellite (DBS) services, multichannel multipoint distribution providers (MMDS), or television broadcast stations (TVBS) provided that all of the following conditions are met:**
 - 1. **The antenna measures thirty-nine (39) inches (one meter) or less in diameter;**
 - 2. **A dish that measures greater than thirty-nine (39) inches in diameter (one meter) that is completely enclosed;**
 - 3. **The antenna is attached to a freestanding tower measuring less than twelve (12) feet in height.**
- b. **The requirements of this Ordinance shall not apply to amateur radio facilities owned and operated by a federally licensed amateur radio operator or used exclusively as non-commercial, receive only antennas. However, such facilities may not co-locate a PWSF or WCF unless a Wireless Permit is obtained under this Article.**

The facility does not meet the specifications of an exempt communication facility.

8A.3.5 Relationship to Other Ordinances. This Article shall supercede any conflicting requirements contained in the City of Hailey Zoning Ordinance Regulations regarding the siting and permitting of PWSFs or WCFs, except as otherwise specifically provided for in this Article.

8A.3.6 Jurisdiction. This Article shall apply only in the incorporated area of the City of Hailey and where adopted pursuant to the Hailey/Blaine County Area of City Impact Ordinance.

8A.4 Zoning District Regulations, General Prohibitions and Restrictions.

- a. **The placement, use or modification of any wireless communication facility at any location within the City of Hailey is subject to the provisions of this Article.**
- b. **Limited Business District, Business District, Light Industrial District, Technological Industry District, Service Commercial Industrial District, and the Airport District.**
 1. **PWSFs or WCFs attached to street poles shall be a permitted use in the aforementioned zoning districts upon issuance of a Wireless Permit in accordance with the provisions of this Article.**
 2. **All other PWSFs or WCFs, excluding freestanding towers, shall be permitted as an accessory use in the aforementioned zoning districts of Hailey upon issuance of a Wireless Permit in accordance with the provisions of this Article.**
 3. **Freestanding towers and monopoles, excluding lattice towers, shall be a conditional use within these zoning districts of Hailey upon issuance of a Wireless Permit and a Conditional Use Permit in accordance with this Article and Hailey Zoning Ordinance Article XI.**

The proposed Wireless Facility will be attached to the roof of the Blaine County Courthouse Annex Building and is considered an accessory use in the Business District.

- c. **Recreational Green Belt District, Limited Residential District, General Residential District, and Transitional District.**

Not applicable. The project is within the Business District.

- d. **Prohibitions. The following are prohibited within the City:**

1. **Lattice towers larger than two (2) feet by two (2) feet;**

No lattice towers are proposed.

2. **WCFs and PWSFs that interfere with City and public safety communication systems and/or area television or radio broadcast.**

It is not anticipated that the existing facility or the proposed modifications will interfere with

these communication systems. The proposed Wireless Facility is designed to assist in the public safety communications.

- e. **Restrictions. In all zoning districts within Hailey, no guy wire or other support wires shall be used in connection with antenna, antenna array or its support structure except when used to anchor the antenna, antenna array or support structure to an existing building to which such antenna, antenna array or support structure is attached.**

No guy wire or other antenna support wires are proposed.

8A.5 Location and Facility Type Standards and Priorities.

8A.5.1 Location Selection Criteria.

- a. **PWSFs or WCFs shall be located on a Master Development Plan as set forth in Section 8A.6.2 of this Article;**

The applicant has requested and received a waiver from the Master Development Plan. For more information please see Section 8A.6.2, below.

- b. **Applications shall be considered based on preferred siting criteria as set forth below in order of priority:**
 1. **City owned property due to the City's ability to control and monitor Ordinance compliance;**
 2. **Public Safety Communication Center;**
 3. **Co-location on existing buildings, structures, and towers in the zoning districts set forth in Section 8A.4.b above. In presenting another site, the applicant shall have the burden of proving that there are no such feasible existing structures upon which to locate;**

The proposed wireless facility will be located on a County owned building. This application proposes to enhance public safety communication equipment for the entire region. The Wireless Facility will be co-located on an existing building.

4. **Street poles;**
5. **Existing buildings and structures, excluding freestanding towers and monopoles, located on residentially zoned land, as set forth in Section 8A.4.c above;**
6. **In areas where the existing topography, vegetation, buildings and other structures provide the greatest amount of screening;**
7. **Other locations consistent with the provisions of this Ordinance;**
8. **Location of PWSFs or WCFs within floodplain areas, wetlands, hillside areas above twenty five percent (25%) slope, avalanche prone areas, areas where the FAA requires lighting on the facility, and areas for which the FCC requires an Environmental Assessment under the National Environmental Policy Act (NEPA) are to be avoided.**

8A.5.2 Co-Location Requirement. Co-location is considered to be the least intrusive and visually unobtrusive installation method because the equipment is attached to an existing structure. No new tower shall be permitted unless the applicant demonstrates a good faith effort to co-locate on an existing facility including good faith efforts to negotiate lease rights, and there is no reasonable alternative location, site, or design. The applicant shall submit clear and convincing evidence that:

- a. No suitable existing towers or structures are located within the City or immediate geographic area;
- b. Existing towers or structures are not sufficiently designed to meet the applicant's master development plan;
- c. Existing towers or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment;
- d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna;
- e. The fees, costs, or contractual provisions required by the owner of the proposed co-location site in order to share an existing tower or structure or to adapt an existing tower or structure for share are prohibitive;
- f. Costs exceeding new tower development and construction are presumed (rebuttably) to be prohibitive;
- g. No other reasonable alternative exists to the applicant's proposed PWSF or WCF;
- h. In the case of Public Safety Communication Equipment, existing towers or structures do not satisfy requirements for public safety communication accreditation.

In addition, no new tower shall be permitted unless the applicant provides a written statement to the City that the applicant shall make a good faith effort to allow other wireless carriers to co-locate antennas on the proposed tower where technically and economically feasible. This provision shall not apply to lattice towers.

The applicant proposes to obtain a new permit for the proposed facility. A building permit is required in this situation. Therefore, co-location requirements are not applicable.

8A.6 Application and Hearing Procedures.

8A.6.1 Permit Granting Authority.

- a. The Hailey Planning Administrator shall be the granting authority for Wireless Permits not requiring a Conditional Use Permit, subject to final approval or denial by the Planning and Zoning Commission on its consent agenda. Such approval or denial shall specify the ordinance and standards used in evaluating the application; the reasons for the approval or denial; and the actions, if any, that the applicant could take to obtain a permit. An

applicant who is denied or aggrieved by a decision may appeal such decision as set forth in Section 8A.15.1 of this Article. The Planning Administrator may attach reasonable conditions to the approval of an application including, but not limited to, those that will minimize adverse impact on adjacent properties or public ways, and/or assure the PWSF or WCF is constructed and/or maintained in accordance with this Article and the Hailey Zoning Ordinance.

This project does not require a Conditional Use Permit. Therefore, in accordance with this standard, the Planning Administrator has submitted these Findings of Fact, Conclusion of Law and Decision for the Planning and Zoning Commission to review on the Consent Agenda.

- b. The Planning Administrator shall also have the authority to approve or deny all PWSF or WCF Master Development Plans.**

A request has been received and approved for a waiver to the Master Development Plan requirements. Please see Section 8A.6.2, below for further details.

- c. The Commission shall have the authority to approve or deny all Conditional Use Permit applications for PWSFs or WCFs, which shall be jointly processed with Wireless Permit applications in accordance with the procedures for Conditional Use Permits set forth in the Hailey Zoning Ordinance Article XI.**

Not applicable. No Conditional Use Permit is required.

- d. Prior to issuance of any Wireless Permit for a facility to be located on a street pole, or otherwise within the public right-of-way, an encroachment permit or right-of-way use agreement must be obtained by the applicant for the PWSF or WCF from the City and/or, where applicable, the Idaho Transportation Department (ITD). Any PWSF or WCF to be otherwise located on City owned property shall also enter into a lease agreement with the City subject to authorization by the City Council.**

Not applicable.

8A.6.2 Master Development Plan.

- b. The Planning Administrator may waive the processing of a Master Development Plan if the applicant demonstrates by clear and convincing evidence that a network of PWSFs or WCFs will not be required of the owner/operator of the proposed PWSF or WCF.**

The roof of the Blaine County Courthouse is currently used for several wireless facility necessary to coordinate public safety operations. This proposed Wireless Facility will be used in conjunction with those existing facilities and will supplement and enhance service. Blaine County is fully supportive of this application and has no concerns.

8A.6.5 Permit Form, Annual Reports, and Renewal.

- a. Upon approval, the City shall issue the applicant a Wireless Permit in written form stating the exact PWSF or WCF approved and the conditions, if**

any, of said permit.

Issuing these findings of fact, conclusions of law and decision to the applicant shall satisfy the requirements of this condition.

- b. As a condition of each Wireless Permit, the applicant shall file with the City on each anniversary date of the issuance of the permit an Annual Report containing the following information:**
- 1. Name of permittee, landowner;**
 - 2. Any co-location added to the site or removed from the site within the preceding year;**
 - 3. Any modifications to the site in the preceding year, including change of ownership;**
 - 4. Updated list of hazardous substances as set forth in Section 8A.6.3.3.o.5 of this Article together with a plan of the site showing the exact location of each such substance and means of access in case of an emergency;**
 - 5. Date of the last physical inspection of the site by the permittee and any carrier on the site;**
 - 6. The name and telephone number of contact person in case of emergency at the site and for any required maintenance of the site.**
 - 7. Annual renewal fee as set by City Ordinance.**

This requirement has been included as a condition of approval.

- c. The permit shall be automatically renewed annually upon the filing of an annual report and renewal fee as set by City Ordinance. Failure to file an Annual Report shall result in the expiration of the Wireless Permit. Expiration occurs one year after the due date of the Annual Report. A new application, together with all applicable fees, shall be required to reinstate the permit.**

The applicant is aware of this requirement based on the present application, and is hereby notified of it for the future.

- d. Where an application is also required as set forth in this Article, the City shall issue the applicant a Conditional Use Permit in written form stating the exact PWSF or WCF and the conditions of said permit. Such permit shall be subject to the terms and conditions set forth in Hailey Zoning Ordinance Article XI, as well as any supplementary conditions set forth in this Article.**

Not applicable.

8A.7 Standards and Criteria.

8A.7.1 Applicability.

The standards identified in the subsections below shall apply to all Wireless Permits and all PWSFs or WCFs constructed or located in the City, unless otherwise herein

specified. Such standards shall also be considered in the issuance of a Conditional Use Permit pursuant to this Article and Hailey Zoning Ordinance Article XI. The applicant for a Wireless Permit has the burden of demonstrating compliance with these standards.

8A.7.2 Height.

PWSFs or WCFs shall not exceed forty (40) feet AGL or the maximum permissible height of the zoning district where it is sited, whichever is lower, with the exception of facade and roof-attached PWSFs or WCFs or Public Safety Communication Equipment as described below:

- b. **Roof attached PWSFs or WCFs shall not exceed five (5) feet above the highest portion of the roof membrane, or continuous parapet wall. The antenna and support system for whip antennas shall not exceed ten (10) feet above the highest portion of that roof, including parapet walls.**

This standard is met. The proposed antennas do not exceed ten feet in height from the roof surface and shall not exceed 3 feet in height from the roof surface. The exception for roof-attached PWSF's allows for PWSF height to be above the maximum permissible height of the Business Zoning District.

Facade attached PWSFs or WCFs shall not exceed five (5) feet above the facade to which it is attached.

Not applicable.

- c. **If the height of the building is in excess of the maximum height allowed within the zone and was legally established, then the combined height of the building and antenna shall not exceed the maximum height allowed by such approval, unless determined to be suitably camouflaged.**

Not applicable.

- d. **Street pole attached PWSFs or WCFs may only extend six (6) feet above the existing street pole. A maximum extension of ten (10) feet from the top of the street pole, may be permitted pursuant to standards provided in Section 8A.7.9 of this Ordinance, if a utility disturbance can be clearly demonstrated.**

Not applicable.

- e. **Public Safety Communication Equipment located on the same property as a Public Safety Communication Center the height of the support structure may be allowed a maximum of seventy five feet (75') AGL.**

Not applicable.

8A.7.3 Setbacks.

All PWSFs or WCFs, except those mounted on street poles, shall comply with the building setback provisions of the zoning district in which the PWSF or WCF is

located or the requirements of this subsection, whichever is greater. At a minimum, the following setbacks shall be observed:

- a. **Street Pole Attached.** No setback when constructed within the public right-of-way and under the provisions of Section 8A.7.9 of this Article;

Not applicable.

- b. **Facade Attached.** The maximum projection shall be eighteen (18) inches. The location of a PWSF or WCF on the wall of a legal non-conforming structure is permitted. However, the PWSF or WCF shall not be located on an exterior wall in a manner that will increase the degree of nonconformity. Additional standards for antennas attached to the facade of structures are listed in Section 8A.7.9 of this Article;

Not applicable.

- c. **Freestanding Tower.** Setbacks shall be measured from the base of the tower to the property line of the parcel on which it is located. Towers shall be set back from all property lines one hundred percent (100%) of the height of the tower as measured from the base of the tower to the highest point of the tower including antennas;

Not applicable.

- d. **Equipment enclosure.** Underground vaults or above ground structures shall comply with all setback and other requirements of the underlying zoning district in which the real property is located;

Not applicable.

- e. **No freestanding PWSFs or WCFs or equipment enclosures shall be located between the face of a structure and a public street, bikeway, park or residential development, except for approved facade-attached PWSFs or WCFs located on existing or new permitted structures in accordance with this Article.**

Not applicable.

8A.7.4 Design Standards.

The following design criteria shall be met by each application for Wireless Permit approval.

- a. **Architectural Compatibility.**

- 1. **All facilities shall be designed to minimize the visual impact to the greatest extent feasible, considering technological requirements, by means of placement, screening and camouflage to be compatible with existing architectural elements and building materials and other site characteristics. The applicant shall use the smallest and least visible antennas possible, as well as the smallest possible equipment enclosure.**

The new antennas will not be visible.

2. **Equipment enclosures of PWSFs or WCFs shall be placed in underground vaults or within buildings where possible. All other equipment enclosures shall be designed consistent with the requirements of this Article. The equipment enclosure shall be constructed so as to minimize its visual impact. Landscape planting shall be installed and maintained to completely obscure the visibility of the equipment enclosure from the developed street and adjacent properties. Sight distance clearance shall be maintained for the equipment enclosure and associated landscape pursuant to the requirements of this Article and other applicable Ordinances and standards of the City. Any above ground equipment enclosure greater than 90 cubic feet in size shall be subject to Design Review pursuant to Article VI-A of this Ordinance.**

All equipment enclosures are stored within the building.

b. Landscaping or Screening Standards.

1. **Support structures and equipment enclosures shall be installed so as to maintain and blend with existing landscaping on-site, including trees, foliage and shrubs, whether or not utilized for screening;**

No landscaping exists or is proposed. The wireless facility will be located on a rooftop. The support structures are small in size and are no taller than the antennas themselves. All equipment enclosures are stored within the building and are not visible.

2. **Additional landscaping and screening shall be installed to visually screen the above ground equipment enclosures. Landscaping and screening shall consist of a combination of trees, foliage and shrubs of dense spacing in one of the following designs:**
 - (i) **A screening wall or fence and a five (5) foot wide landscape planter located in front of the wall or fence;**
 - (ii) **A ten (10) foot wide landscape planter; or**
 - (iii) **Any combination of existing vegetation, topography, decorative walls/fences or other features instead of landscaping, if they achieve the same degree of screening as the required landscaping described above.**

Not applicable. All equipment enclosures are located within the building.

3. **No PWSF or WCF shall be at a height greater than ten (10) feet above the average height of the existing, mature trees located on site.**

Not applicable because there is no existing vegetation on-site.

4. **Where mature trees or landscaping does not exist, the appropriateness of siting support structures and equipment**

enclosures shall be determined by considering the context of the surrounding topography, buildings or other vertical structures.

No landscaping exists. The equipment is not visible from the street.

c. Color and Materials Standards.

- 1. PWSFs or WCFs located on buildings, walls, or roofs, or structures shall be painted or constructed of materials to match the color of the structure directly behind them to reduce the visibility of the PWSF or WCF.**

The wireless facility is not visible from the street.

- 2. To the extent any PWSFs or WCFs extend above the height of the vegetation immediately surrounding it, they shall be painted in a nonreflective light gray, light blue or other hue, which blends with the skyline and horizon.**

The wireless facility is not visible from the street.

d. Facility Lighting and Signage Standards.

- 1. Facility lighting shall be designed so as to meet but not exceed minimum requirements for security, safety and/or FAA regulations. Lighting of antennas or support structures shall be prohibited unless required by the FAA and no other alternatives are available.**

The FAA does not require notification of wireless facility construction or alteration for antennas less than 20 feet in height. Therefore, no lighting has been deemed necessary by the FAA. It is a condition of approval that lighting any part of the wireless facility shall be prohibited.

- 2. Signs shall be limited to those needed to identify the telephone number(s) to contact in an emergency, public safety warnings, certifications or other required seals. These signs shall also comply with the requirements of the City's sign regulations.**

No signs are proposed or required.

- 3. All facility lighting shall comply with the standards as set forth in Article VIII B of this Ordinance.**

It is a condition of approval that all lighting comply with Article VIII B of the

8A.7.5 Parking Standards.

- a. If the freestanding PWSF or WCF is fully automated, one off-street parking space shall be provided for maintenance workers.**

The PWSF facility is fully automated (unmanned) and so only one off-street parking space is required for maintenance workers.

8A.7.6 Access Standards.

In addition to ingress and egress requirements of the International Building Code

and the International Fire Code, access to and from PWSFs or WCFs, and equipment shall be regulated as follows:

- a. No PWSF or WCF or equipment shall be located in a required parking, maneuvering or vehicle/pedestrian circulation area such that it interferes with, or in any way impairs, the intent or functionality of the original design.**

The PWSF facility and all associated equipment is located on the roof of the Blaine County Courthouse Annex Building, so this requirement is satisfied.

- b. The PWSF or WCF shall be secured from access by the general public but access for emergency services must be ensured. Access roads shall comply with Fire Department and other City standards for emergency vehicular access.**

The PWSF facility and all associated equipment are located on the roof of the Blaine County Courthouse Annex Building, so this requirement is satisfied. Emergency Services do have access to the roof area, but it is not for the general public.

8A.7.7 Scenic Landscapes and Vistas Standards.

- a. Freestanding PWSFs or WCFs shall not be located within open areas that are visible from public roads, recreational areas, or residential development. As specified in Subsection 8A.7.4.a.1 above, PWSFs or WCFs shall be installed to blend with existing landscaping and structures.**

Not applicable. The PWSF tied to this application is a roof-mounted facility.

- b. Any PWSF or WCF that is located within three hundred (300) feet of a scenic vista, scenic landscape or scenic road as designated by the City, in addition to height regulations specified in Section 8A.7.2 above, shall not exceed the height of vegetation at the proposed location. If the facility is located further than three hundred (300) feet from the scenic vista, scenic landscape, or scenic road, said Section 8A.7.2 shall apply exclusively.**

Not applicable. The roof-mounted facility is not located within 300 feet of a scenic vista, scenic landscape, or scenic road as designated by the above Zoning Ordinance Section.

8A.7.8 Environmental Standards.

- a. PWSFs or WCFs shall not be located in floodways and wetlands. PWSFs or WCFs shall also be avoided whenever possible in floodplains and disturbance to floodplain areas shall be minimized.**

The facility is not located within the floodplain or wetlands.

- b. PWSFs or WCFs shall not be located in riparian setbacks along watercourses.**

The facility is not located in any riparian setbacks.

- c. PWSFs or WCFs shall avoid locating in avalanche prone areas, as**

determined by site-specific studies on a case-by-case basis as part of the PWSF or WCF approval process. Evidence shall be submitted to demonstrate that no location outside an avalanche prone area can accommodate the applicant's proposed antenna as specified in the co-location requirement section above, Section 8A.5.2. PWSFs or WCFs located within avalanche prone areas shall provide proof of FCC acceptance of the proposed location.

The facility is not located within an avalanche prone area, situated as it is adjacent to Main St. away from the surrounding hills.

- d. No hazardous waste shall be discharged on the site of any PWSF or WCF. If any hazardous materials are to be used on-site, there shall be provisions for full containment of such materials. An enclosed containment area shall be provided with a sealed floor, designed to contain at least one hundred ten per cent (110%) of the volume of the hazardous materials stored or used on-site.**

Hazardous waste shall not be discharged, stored, or used on-site.

- e. Storm water run-off shall be contained on-site.**

Not applicable. Storm water run-off would be contained by the building facilities not by a roof mounted PWSF facility.

- f. PWSFs or WCFs locating within the floodplain shall comply with the additional placement standards set forth in the Hailey Floodplain Ordinance and provide written proof of FCC acceptance of the proposed location.**

The facility is not located within a floodplain.

- g. Above ground equipment for PWSFs or WCFs, exclusive of roof and facade attached PWSFs or WCFs, shall not generate noise in excess of fifty (50) decibels (db) at the property line.**

Not applicable. The facility is roof attached.

- h. Roof or facade attached equipment for PWSFs or WCFs shall not generate noise in excess of fifty (50) db at ground level at the base of the structure closest to the antenna.**

It shall be a condition of approval that this requirement is satisfied.

- i. The noise standards of this Article require measurements by a qualified acoustical engineer.**

Upon installation of new antennas, it is a condition of approval that a qualified acoustical engineer submit a statement showing that requirement (h) above is in compliance.

8A.8 Safety Requirements.

- b. Federal Requirements. All PWSFs or WCFs shall meet or exceed current**

standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, the owners of the PWSFs or WCFs governed by this Article shall bring such PWSFs or WCFs into compliance with the revised standards and regulations. Failure to bring PWSFs or WCFs into compliance with such revised standards and regulations shall constitute grounds for revocation of the Wireless Permit and removal of the PWSF or WCF at the owners' expense.

The project does not require FAA approval.

- c. **Antenna Support Structure Safety. The applicant shall demonstrate that the proposed antenna and support structure are safe and the surrounding areas shall not be negatively affected by support structure failure, falling ice or other debris or interference. All support structures shall be fitted with anti-climbing devices, as approved by the manufacturers.**

The safety of the proposed structure will be evaluated by the Building Department during the building plan review. Due to roof access limitations and the proposed height of the antennas, it is not necessary to fit the structures with anti-climbing devices.

8A.9 Maintenance Requirements.

- a. **Each permittee shall maintain its PWSF or WCF in a good and safe condition, preserving the original appearance and concealment, disguise or screening elements incorporated into the design at the time of approval and in a manner which complies with all applicable federal, state and local requirements. Such maintenance shall include, but not be limited to, such items as painting, repair of equipment and maintenance of landscaping. If the permittee fails to maintain the facility, the City may undertake the maintenance at the expense of the permittee or terminate the permit, at its sole option.**

It is a condition of approval that the facility be maintained in accordance with the maintenance requirements herein.

- b. **To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable City building codes and the applicable standards for towers that are published by the EIA, as amended from time to time. If, upon inspection, the City concludes that the tower fails to comply with such codes or standards and constitutes a danger to person or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days constitutes grounds for revocation of the Wireless Permit and removal of the PWSF or WCF at the owner's expense.**

The applicant is hereby notified of this standard.

8A.10 Modification of PWSFs or WCFs

- a. **New Permit.** Any proposed change or addition to any PWSF or WCF shall require the issuance of a new Wireless Permit, pursuant to the requirements of this Ordinance. This provision shall not apply to routine maintenance of a PWSF or WCF, to the replacement of any portion of the PWSF or WCF with identical equipment, or to a change in ownership.

Not applicable.

- b. **Facility Upgrade.** At the time of modification or upgrade of facilities, existing equipment shall be replaced with equipment of equal or greater technical capacity and reduced in size so as to reduce visual impact.

Not applicable.

- c. **Existing Uses.** Any PWSF or WCF lawfully existing on the effective date of this Article shall be allowed to continue operation as it presently exists, subject to Section 8A.3.2 of this Article. Routine maintenance and repair shall be permitted. However, any construction involving the replacement of support structure apparatus, antennas or any exterior alteration of the PWSF or WCF, or any component thereof, shall comply with all the requirements of this Ordinance. Emergency service PWSFs or WCFs may obtain a waiver from the Commission in order to preserve the public health and safety. In order to receive a waiver, the Commission must determine that the modifications cannot comply with this Article without an extreme burden to the citizens of Hailey. The waiver shall be noticed by the Commission under the public hearing notice requirements identified in Section 8A.6.4.d of this Article.

Not applicable.

8A.11 Abandonment or Discontinuation of Use.

- a. **Construction or activation of a PWSF or WCF shall commence within ninety (90) days of approval of the Wireless Permit or the permit shall be null and void ab initio.** Due to weather conditions or other extenuating circumstances beyond the control of the applicant, an additional ninety (90) day extension may be granted by the approving body as accepted by said approval body. Requests and approvals of extensions shall be made in writing and prior to the expiration of the time period sought to be extended.
- b. **At such time that a licensed carrier plans to abandon or discontinue operation of a PWSF or WCF, such carrier shall notify the City by certified U.S. Mail of the proposed date of abandonment or discontinuation of operations.** Such notice shall be given no less than thirty (30) days prior to abandonment or discontinuation of operations. In the event that a licensed carrier fails to give such notice, the PWSF or WCF shall be considered abandoned upon such discontinuation of operations.
- c. **Upon abandonment or discontinuation of use, the carrier shall physically**

remove the PWSF or WCF within ninety (90) days from the date of abandonment or discontinuation of use. "Physically remove" shall include, but not be limited, to:

- 1. Removal of antennas, support structures, equipment enclosures and security barriers from the subject property;**
 - 2. Proper disposal of the waste materials from the site in accordance with local and state solid waste disposal regulations;**
 - 3. Restoring the location of the PWSF or WCF to its natural condition, except that any landscaping and grading shall remain in the after-condition. Minor modification for integration with other landscaping or site design will be permitted and approved by staff.**
- d. If a carrier fails to remove a PWSF or WCF in accordance with this section, the City may cause the facility to be removed and the owner of the land where the facility is located shall pay all expenses of removal.**
- e. In the event that more than one provider is using the PWSF or WCF, the PWSF or WCF shall not be considered abandoned until all such users cease using the structure as provided in this Article.**

The applicant is hereby notified of these standards.

CONCLUSIONS OF LAW, AND DECISION

Based upon the above Findings of Fact, the Commission makes the following Conclusions of Law and Decision:

1. That adequate notice, pursuant to Zoning Ordinance No. 532, Section 8A.6, was given.
2. That the project does not jeopardize the health, safety, or welfare of the public.
3. That upon compliance with the conditions set forth, the project conforms to the required specifications outlined in the Design Standards adopted by the City of Hailey.
4. That the Planning & Zoning Administrator has the authority to approve minor modifications to this project prior to, and for the duration of a valid Building Permit.
5. That the project shall receive Wireless Permit approval subject to the following conditions:
 - a. A building permit shall be obtained from the Building Department, prior to the installation of any new equipment associated with this project.
 - b. The project shall meet all applicable Fire and Building Department requirements.
 - c. Lighting any part of the wireless facility shall be prohibited.
 - d. The existing facility and the proposed modifications shall meet or exceed the current standards and regulations of the FCC and any other agency of the federal government with the authority to regulate antennas. A copy of the approved Radio Station Authorization application from the FCC shall be filed with the City, prior to obtaining a building permit.

- e. Antennas shall not exceed 3 feet in height from the roof surface.
- f. The facility and all applicable structures shall be maintained in accordance with Section 8A.9 of the Hailey Zoning Ordinance.

Signed this _____ day of _____, 2014.

Jay Cone, Chair,
Hailey Planning and Zoning Commission

Attest:

Kristine Hilt, Community Development Coordinator



Federal Communications Commission
Public Safety and Homeland Security Bureau

Statewide
PA 201

RADIO STATION AUTHORIZATION

LICENSEE: STATE OF IDAHO

ATTN: PUBLIC SAFETY COMMUNICATIONS
STATE OF IDAHO
700 S. STRATFORD DRIVE, BLDG #6
PO BOX 83720
BOISE, ID 83720-0076

| | |
|---|----------------------------------|
| Call Sign WQP1735 | File Number 0005240062 |
| Radio Service PA - Public Safety 4940-4990 MHz Band | |
| Regulatory Status PMRS | |
| Frequency Coordination Number | |

FCC Registration Number (FRN): 0001631795

| | | | |
|---------------------------------|-------------------------------------|--------------------------------------|---------------------------------|
| Grant Date 05-31-2012 | Effective Date 05-31-2012 | Expiration Date 05-31-2022 | Print Date 05-31-2012 |
|---------------------------------|-------------------------------------|--------------------------------------|---------------------------------|

STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1 Area of Operation
Statewide: ID

Location 1 Special Condition

This authorization is issued under the condition that harmful interference will not be caused to existing Canadian licensed stations. This condition is subject to any future agreements with Canada.

Except for those stations requiring an individual license under Rule 90.1207(b), this license authorizes temporary fixed stations anywhere within its authorized area.

Loc. 2 Area of Operation
Statewide: ID

Location 2 Special Condition

This authorization is issued under the condition that harmful interference will not be caused to existing Canadian licensed stations. This condition is subject to any future agreements with Canada.

Except for those stations requiring an individual license under Rule 90.1207(b), this license authorizes mobile and base stations anywhere within its authorized area.

Antennas

| Loc. No. | Ant. No. | Frequencies (MHz) | Sta. Cls. | No. Units | No. Pagers | Emission Designator | Output Power (watts) | ERP (watts) | Ant. Ht./Tp meters | Ant. AAT meters | Construct Deadline Date |
|----------|----------|--------------------------------------|-----------|-----------|------------|---------------------|----------------------|-------------|--------------------|-----------------|-------------------------|
| 1 | 1 | 004940.00000000 - 004990.00000000 | | | | | | | | | |

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: STATE OF IDAHO

Call Sign: WQPI735

File Number: 0005240062

Print Date: 05-31-2012

| Loc. No. | Ant. No. | Frequencies (MHz) | Sta. Cls. | No. Units | No. Pagers | Emission Designator | Output Power (watts) | ERP (watts) | Ant. Ht./Tp meters | Ant. AAT meters | Construct Deadline Date |
|----------|----------|--------------------------------------|-----------|-----------|------------|---------------------|----------------------|-------------|--------------------|-----------------|-------------------------|
| 2 | 1 | 004940.00000000 - 004990.00000000 | | | | | | | | | |

Control Points

Control Pt. No. 1

Address: 700 S.Stratford Drive, Bldg #6

City: Meridian

County: ADA

State: ID

Telephone Number: (208)288-4000

Waivers/Conditions:

This license gives the licensee authority to operate on any authorized channel in the 4940-4990 MHz band only within its legal jurisdiction, or in the case of a non-governmental organization, the legal jurisdiction of the state or local government entity supporting the non-government organization.

Antenna structures for land, base and fixed stations authorized for operation at temporary unspecified locations may be erected without specific prior approval of the Commission where such antenna structures do not exceed a height of 60.96 meters (200 feet) above ground level; provided that the overall height of such antennas more than 6.10 meters (20 feet) above ground, including their supporting structures (whether natural formation or man-made), do not exceed any of the slope ratios set forth in Section 17.7(b). Any antenna to be erected in excess of the foregoing limitations requires prior Commission approval. Licensees seeking such approval should file application for modification of license. In addition, notification to the Federal Aviation Administration is required whenever the antenna will exceed 60.96 meters (200 feet) above the ground and whenever notification is otherwise required by Section 17.7 of the Commission's Rules. Such notification should be given by filing FAA Form 7460-1, Notice of Proposed Construction or Alteration, in duplicate, with the nearest office of the Federal Aviation Administration, which form is available from that office.

Base or Temporary Fixed stations that meet Rule 90.1207(b) must apply for a separate authorization.



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GSA



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05/06/2013



PTP 600 SERIES

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Reliable, fast, secure, durable and spectrally efficient all are terms that describe Cambium Point-to-Point (PTP) 600 Series wireless connectivity and backhaul solutions. Built on the time-tested and proven Orthogon technology, PTP 600 solutions communicate steadfastly in some of the most challenging environments on the planet.

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Our industry-leading PTP 600 radios operate in the 5.4, 5.8 and 5.9 GHz license-exempt radio frequency (RF) bands and the 2.5, 4.5, 4.8 and 4.9 GHz defined-use licensed bands. With aggregate throughput to 300 Mbps, PTP 600 links can deliver up to 99.999% availability in virtually any environment, including non-line-of-sight, long-distance line-of-sight, high interference, water and desert.

Whether your organization is a business enterprise, government agency or service provider, PTP 600 systems have the speed, reliability and reach you want for today's multi-service networks. They are ideal solutions for a wide array of applications such as T1/E1 replacement, high-capacity voice and video backhaul, building-to-building and

campus connectivity, disaster recovery, network redundancy, distance learning and telemedicine.

TESTED AND CERTIFIED

PTP 600 radios have obtained a number of authorizations and certifications to affirm their compliance with key regulatory agencies, including:

- Federal Information Processing Standards (FIPS) 140 Level 2 validation for cryptographic algorithms, key security and tamper evidence
- Unified Capabilities, Approved Products List (UC-APL) certification for interoperability and information assurance
- MEF9 certified as compliant with the Metro Ethernet Forum's (MEF's) essential specifications for interoperability
- Ingress Protection rated (IP66) protective aluminum radio enclosures
- Compliance with ATEX (Atmospheres EXplosibles) and HAZLOC (Hazardous Locations) directives for equipment operations in hazardous locations

RADIO TECHNOLOGY

| | |
|-----------------------------|--|
| RF bands ¹ | <p>Defined-Use Licensed Band:</p> <p>25600: 2.496 – 2.690 GHz (Education)</p> <p>45600: 4.400 – 4.600 GHz (Federal and NTIA)</p> <p>48600: 4.700 – 4.940 GHz (NTIA)</p> <p>4.710 – 4.940 GHz (Federal)</p> <p>4.710 – 5.000 GHz (Federal Extended)</p> <p>4.940 – 4.990 GHz (Public Safety as appropriate)</p> <p>49600: 4.940 – 4.990 GHz (Public Safety)</p> <hr/> <p>License-Exempt Bands:</p> <p>54600: 5.470 – 5.725 GHz</p> <p>58600: 5.725 – 5.850 GHz</p> <p>59600: 5.825 – 5.925 GHz</p> |
| Channel size | <p>In all cases, channel sizes depend on region code.</p> <p>25600: Configurable to 5, 10, 15 or 30 MHz; 10, 15 and 30 MHz channel sizes are unlocked via purchase of a license key (30 MHz is not FCC compliant)</p> <p>45600: Configurable to 5, 10, 15, 20 or 30 MHz</p> <p>48600: Configurable to 5, 10 or 20 MHz</p> <p>49600: Configurable to 5, 10 or 20 MHz; 10 and 20 MHz channel sizes are unlocked via purchase of a license key</p> <p>54600, 58600: Configurable to 5, 10, 15 or 30 MHz</p> <p>59600: Configurable to 5, 10, 15 or 30 MHz; 10, 15 and 30 MHz channel sizes are unlocked via purchase of a license key</p> |
| Channel selection | <p>25600: Fixed Frequency (US BRS/EBS Band Plan)</p> <p>Lower Band – 2496 MHz to 2568 MHz</p> <p>Middle Band – 2572 MHz to 2614 MHz</p> <p>Upper Band – 2618 MHz to 2690 MHz</p> <p>All other 600 models: By <i>intelligent</i> Dynamic Frequency Selection (<i>i</i>-DFS) or manual intervention; automatic selection on start-up and continual adaptation to avoid interference</p> |
| Transmit power ² | <p>Varies with modulation mode and settings:</p> <p>25600: Up to 23 dBm</p> <p>45600, 48600: Up to 27 dBm</p> <p>49600: Up to 24 dBm</p> <p>54600, 58600, 59600: Up to 25 dBm</p> |
| System gain ² | <p>Integrated: Varies with modulation mode</p> <p>25600: Up to 154 dB with 18 dBi antenna</p> <p>45600: Up to 168 dB with 21.5 dBi antenna</p> <p>48600: Up to 169 dB with 22 dBi antenna</p> <p>49600: Up to 166 dB with 22 dBi antenna</p> <p>54600, 58600, 59600: Up to 168 dB with 23 dBi antenna</p> <p>Connectorized: Varies with modulation mode and antenna type</p> |
| Receiver sensitivity | <p>Varies with Adaptive Modulation and bandwidth between:</p> <p>25600: -95 and -59 dBm</p> <p>45600, 48600: -98 and -60 dBm</p> <p>49600: -98 and -59 dBm</p> <p>54600, 58600, 59600: -98 and -58 dBm</p> |
| Modulation | Dynamic; adapting between BPSK and 256 QAM |
| Error correction | FEC |
| Duplex scheme | <p>Time Division Duplex (TDD) and Half Duplex Frequency Division Duplex (HD-FDD); Dynamic or Fixed ratio</p> <p>Each TDD-synchronized link requires a Cambium PTP-SYNC synchronization unit to provide an accurate timing reference signal</p> |

MANAGEMENT & INSTALLATION

| | |
|--------------------|---|
| LED indicators | Power status, Ethernet link status and activity |
| Network management | In-band and out-of-band ⁴ |
| System management | Web access via browser using HTTP or HTTPS/TLS ⁵ SNMP v1, v2c and v3, MIB-II and proprietary PTP MIB; Cambium Wireless Manager, version 3.0 or higher Remote authentication using RADIUS and syslog |
| Installation | Built-in audio and graphical assistance for link optimization |
| Connection | Distance between outdoor unit and primary network connection: up to 330 feet (100 meters) |
| Interoperability | MEF9 (Metro Ethernet Forum) certified UC-APL certified for interoperability and information assurance |

PHYSICAL

| | |
|-----------------------|--|
| Dimensions | Integrated Outdoor Unit (ODU): Width 14.5" (370 mm), Height 14.5" (370 mm), Depth 3.75" (95 mm) Connectorized ODU: Width 12.2" (309 mm), Height 12.2" (309 mm), Depth 4.1" (105 mm) Powered Indoor Unit (PIDU Plus): Width 9.75" (250 mm), Height 1.5" (40 mm), Depth 3" (80 mm) |
| Weight | Integrated ODU: 12.1 lbs (5.5 kg) including bracket Connectorized ODU: 9.1 lbs (4.3 kg) including bracket PIDU Plus: 1.9 lbs (0.86 kg) |
| Operating temperature | -40° to +140°F (-40° to +60°C), including solar radiation |
| Wind speed survival | 202 mph (325 kph) |
| Power supply | Integrated with Indoor Unit |
| Power source | 90–240 VAC, 50–60 Hz / 36–60V DC; redundant powering configurations supported |
| Power consumption | 55 W max |

ENVIRONMENTAL & REGULATORY

| | |
|-----------------------|---|
| Protection and safety | 25600: UL60950-1 45600, 48600: UL60950-1; IEC60950-1; CB Approval for Global 49600: UL60950-1, CB Approval for Global 54600, 58600: UL60950-1; IEC60950-1; EN60950-1; CSA-C22.2 No. 60950-1; CB Approval for Global |
| Radio | 25600: FCC Part 27 45600, 48600: FCC Part 90Y, NTIA 49600: FCC Part 90Y, RSS-111 54600, 58600: FCC Part 15, sub-part C 15.247; RSS 210 Issue 7; EN 302 502, Eire ComReg 02/71R1, UK Approval to IR2007 |
| EMC | 25600: FCC Part 15 Class B 45600, 48600: USA CFR 47 Part 15 Class B 49600: FCC Part 15 Class B 54600, 58600: USA–FCC Part 15, Class B; Canada–CSA Std C108.8, 1993 Class B; Europe–EN 301 489 1-4, EN55022, CISPR 22 |

¹ Regulatory conditions for RF bands should be confirmed prior to system purchase.

² Gain, maximum transmit power and effective radiated power may vary based on regulatory domain.

³ While FIPS 140-2 is compatible with existing systems, certain hardware limitations may apply.

⁴ Out-of-band management is available on PTP 45600, 54600 and 58600 systems.

⁵ Web access via HTTPS/TLS is available on AES-enabled radios.

| | |
|-------------------------|--|
| Antenna | <p>Integrated flat plate:</p> <p>25600: 18 dBi, 18°</p> <p>45600: 21.5 dBi / 11°</p> <p>48600, 49600: 22 dBi / 11°</p> <p>54600, 58600, 59600: 23 dBi / 8°</p> <p>Connectorized:</p> <p>Can operate with a selection of separately-purchased single and dual polar antennas through 2 x N-type female connectors (local regulations should be checked prior to purchase)</p> |
| Range | Up to 124 miles (200 km) |
| Security and encryption | <p>Optional FIPS-197 compliant 128/256-bit AES Encryption; optional FIPS 140-2³ Level 2; FIPS 140-2 validation, certificate #1515, may be confirmed at:</p> <p>http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm#1515</p> <p>UC-APL certified for interoperability and information assurance; the listing may be confirmed at: https://aplits.disa.mil/processAPList.do</p> |

ETHERNET BRIDGING

| | |
|----------------------------|--|
| Protocol | IEEE 802.3 |
| User data throughput | <p>25600, 59600: Dynamically variable up to 300 Mbps at the Ethernet layer (aggregate):</p> <p>5 MHz Channel: Up to 40 Mbps</p> <p>10 MHz Channel: Up to 84 Mbps</p> <p>15 MHz Channel: Up to 126 Mbps</p> <p>30 MHz Channel: Up to 300 Mbps</p> <p>45600: Dynamically variable up to 300 Mbps at the Ethernet layer (aggregate):</p> <p>5 MHz Channel: Up to 40 Mbps</p> <p>10 MHz Channel: Up to 84 Mbps</p> <p>15 MHz Channel: Up to 126 Mbps</p> <p>20 MHz Channel: Up to 168 Mbps</p> <p>30 MHz Channel: Up to 300 Mbps</p> <p>48600, 49600: Dynamically variable up to 200 Mbps at the Ethernet layer (aggregate):</p> <p>5 MHz Channel: Up to 48 Mbps</p> <p>10 MHz Channel: Up to 100 Mbps</p> <p>20 MHz Channel: Up to 200 Mbps</p> <p>54600, 58600 Full: Dynamically variable up to 300 Mbps at the Ethernet layer (aggregate):</p> <p>5 MHz Channel: Up to 40 Mbps</p> <p>10 MHz Channel: Up to 84 Mbps</p> <p>15 MHz Channel: Up to 126 Mbps</p> <p>30 MHz Channel: Up to 300 Mbps</p> <p>54600, 58600 Lite: Dynamically variable up to 150 Mbps at the Ethernet layer (aggregate):</p> <p>10 MHz Channel – Up to 42 Mbps</p> <p>15 MHz Channel – Up to 63 Mbps</p> <p>30 MHz Channel – Up to 150 Mbps</p> |
| QoS | 8 Queues |
| Packet Prioritization | IEEE 802.1p |
| Ethernet Interface | 10 / 100 / 1000 Base T (RJ-45), auto MDI/MDIX, optional 1000 Base SX |
| T1/E1 Interface | <p>ITU-T G.823 / G.824</p> <p>Supports up to two T1/E1 ports</p> |
| Protection and power cross | GR1089, EN60950 |
| T1/E1 Latency (one way) | As low as 1.7 ms depending on model, range, bandwidth, modulation mode and number of T1/E1 ports; accurate T1/E1 latency figures can be determined for any given configuration using the Cambium PTP LINKPlanner |

Technical Specifications

| | |
|------------------------------------|------------------------|
| alpha frequency | 4.9 GHz |
| front-to-back ratio (dB) | 35 dB |
| mounting hdw included (Y/N) | Y |
| maximum power input (W) | N/A |
| polarization | horizontal or vertical |
| lightning protection | DC ground |
| vertical tilt (deg) | 0 deg |
| antenna diameter (ft) | 2' |
| radome (Y/N) | Y |
| antenna size range | 2 ft to 3 ft |
| frequency range | 4490-5149 |
| dB gain range | 20.0 to 29.9 |
| gain | 27.7 dBi |
| frequency (bandwidth) | 4.94-4.99 GHz |
| VSWR | <1.3:1 |
| connector | N(F) |
| wind survival w/o ice (MPH) | 125 MPH |
| beamwidth (deg) | 5.6 deg |
| Depth | 31" |
| Width | 31" |
| Height | 21" |
| Weight | 33 LB |
| Warranty | 1 year |



Agency : 190 Military Division

4040 W Guard St - Bldg 600 Boise ID 83705 (208) 422-5922 422-6789

Purchase Order PS150100

BFY 2015

State Contract

Req Del Date

Purchasing Agent

SUNSHINE LAMBERT (09/25/2014)

PO Approver

SUNSHINE LAMBERT (09/25/2014)

Purchase Agent/Approver Signature

Supplier

CITY OF HAILEY

115 MAIN ST S STE H

HAILEY ID 83333

Phone (208) 788-4221

| Item No | Quantity | U/M | Atch | Price | Freight | Amount |
|---|----------|------|------|----------|---------|----------|
| Following Ship To: PSC District Three, 700 S Stratford Dr - Bldg 6 Meridian ID, 83642 (208) 288-4000, fax 288-2605 | | | | | | |
| Following Bill To: State Accounting Office, 4040 W Guard St - Bldg 600 Boise ID, 83705 (208) 422-5799, fax 422-5993 | | | | | | |
| permit | 1 | Each | | 362.16 | 0.00 | \$362.16 |
| wireless permit | | | | | | |
| Subtotal | | | | \$362.16 | \$0.00 | |
| Total | | | | | | \$362.16 |

Vendor Notes

Please bill using your standard invoice form.

INSTRUCTIONS TO VENDORS:

- Prices are F.O.B. Destination, inclusive of all charges to "Deliver To" address.
- Commodities furnished or services performed must conform to specifications.
- Neither this purchase order nor any monies due thereunder may be assigned without prior written approval.
- Purchase order number must be shown on ALL invoices, packages, delivery slips and correspondence.
- Under the Equal Employment Clause contained in Section 202, Executive Order 11246, as amended, acceptance of this PO binds the recipients in that: No person in the United States shall, on grounds of race, color, sex, religion, handicap, disabled veterans, Vietnam era veterans, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.
- Under Executive Order 2006-40 vendor warrants it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.
- Vendor warrants that it accepts the State of Idaho Standard Contract terms and conditions.

Comments

City of Hailey - Wireless Permit Application

Submittal Date: 9 / 19 / 2014

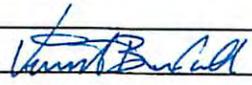
Applicant or Co-Applciant must be a licensed carrier.

Name of Applicant: Idaho Military Division, Public Safety Communications

Mailing Address: P.O. Box 83720, Boise Idaho 83720-0076

Phone: (208) 288 - 4004 Fax: (208) 288 - 2605 Cell: (208) 631 - 6927

Email Address: bcall@imd.idaho.gov

Applicant or Representative's Signature: Vincent B. Call  Date: 9 / 3 / 2014

Name of Co-Applciant: _____

Mailing Address: _____

Phone: () _____ - _____ Fax: () _____ - _____ Cell: () _____ - _____

Email Address: _____

Co-Applciant or Representative's Signature: _____ Date: ____/____/____

Name of Licensed Carrier: _____

Mailing Address: _____

Phone: () _____ - _____ Fax: () _____ - _____ Cell: () _____ - _____

Email Address: _____

Licensed Carrier's Signature: _____ Date: ____/____/____

Name of Property Owner: Blaine County

Mailing Address: 219 1st Avenue South, Hailey Idaho 83333

Phone: (208) 788 - 5500 Fax: (208) 788 - 5569 Cell: () _____ - _____

Email Address: jlovell@co.blaine.id.us

Property Owner Consent:

By signature hereon, the property owner acknowledges that City officials and/or employees may, in the performance of their functions, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application, pursuant to Idaho Code §67-6507. The property owner is also hereby notified that members of the Planning and Zoning Commission and City Council are required to generally disclose the content of any *ex parte* discussion (outside the hearing) with any person, including the property owner or representative, regarding this application.

Property Owner's Signature: _____ Date: ____/____/____

Address of Subject Property: 219 1st Avenue South, Hailey Idaho 83333

Legal Description of Subject Property: AM Lot 7A Blk 28

Tax Parcel Number of Property: RPH0000028007A

Current Zoning of Subject Property: 14,400 SF Court House Annex

See attached checklist for items that must be submitted with this application in order for application to be considered complete. See Article 8A of the Hailey Zoning Ordinance for information on process.

FOR CITY USE ONLY

Fees: Cost of additional noticing, recording fees, and other direct costs including technical review will also be assessed

| | |
|---|------------------|
| <input type="checkbox"/> Wireless Master Development Plan (Admin, no notice)..... | \$ 250.00 |
| <input checked="" type="checkbox"/> Wireless Permit (mail notice only) OR..... | \$ 350.00 |
| <input type="checkbox"/> Wireless Conditional Use Permit (mail and publish notice) | \$ 600.00 |
| <input type="checkbox"/> Publication (two public hearings P&Z & City Council)..... | \$ 80.00 |
| <input checked="" type="checkbox"/> Mailing (# of addresses <u>19</u>) x $\frac{1}{2}$ x (<u>.49</u> postage & .15 for paper, envelope & label) | |
| DO NOT COUNT DUPLICATES OR CITY OF HAILEY | \$ <u>12.16</u> |
| <input type="checkbox"/> Posting Property (8 laminations x \$4.50 ea x 2 public hearings - P&Z & City Council) | \$ 36.00 |
| Total Due..... | \$ <u>362.16</u> |

WIRELESS PERMIT CHECKLIST

City Use Only -

Project Name: PSC Wireless Link Project

Certified Compete by: _____

Date: ____/____/____

The following items must be submitted with the application for the application to be considered complete (✓):

- NA One (1) large set of plans to scale of a site plan at scale of no less than one (1) inch = twenty (20) feet which includes:
 - NA location, type & height of proposed PWSF or WCF, support structures, security barrier and other components with setbacks.
 - NA On-site structures, land uses and zoning
 - NA circulation-adjacent roadways, ingress and egress from such roadways, parking & pedestrian circulation and access
 - NA fences, signs, exterior lighting and storm drainage
 - NA property lines with dimensions, adjacent land uses, structures & zoning
 - NA existing watercourses, utility lines, easements, deed restrictions and other built or natural features restricting the use of the subject property
 - NA a grading, fill and drainage plan for the site
 - NA North arrow, scale and legend, and topographic map of property prior to any proposed improvements, grading or fill with contours at two-foot intervals
 - NA information demonstrating compliance with the standards of this Article
- The City, at its discretion, may waive any of the above site plan requirements for PWSF's or WCFs attached to existing structures.*
 - NA Landscape and/or screening plan specifying:
 - NA existing and proposed landscaping indicating size, location & species of vegetation.
 - NA indication of existing vegetation to be removed or retained
 - NA information demonstrating compliance with the screening standards of this Article
- The landscape plan may be waived when the PWSF or WCF is to be attached to a building and the equipment is located within the building.*
 - NA elevation drawings or "before & after" photographs/drawings simulating and specifying location & height of antennas, support structure, equipment enclosure(s) & other accessory uses, fences & signs
 - NA elevations of all sides of any proposed above ground equipment enclosures
 - NA map indicating service area of the facility
 - NA map indicating locations & service areas of other PWSF or WCF sites operated by the applicant in the City and within one mile of the City's corporate limits.
- NA One copy of any larger plans/maps
- NA PDF files of all required documents and 11" x 17" plans/maps
- NA One copy of photo simulations of the proposed PWSF or WCF from adjacent residential properties & public rights-of-way at varying distances.
- NA A description of the support structure or building upon which the PWSF or WCF is proposed to be located, & the technical reasons for the design & configuration of the PWSF or WCF
- NA Written documentation demonstrating a good faith effort in locating facilities in accordance with the Location Selection Criteria set forth in Section 8A.5.1
- NA Evidence as specified in the Co-location Requirements, Section 8A.5.2
- NA Written description of how the proposed PWSF or WCF fits within the master development plan
- NA Signed & notarized statement by the applicant indicating:
 - ~~NA~~ certification by a qualified radio frequency engineer that the antenna usage shall not interfere with other adjacent or neighboring transmission or reception functions
 - NA that the applicant, if proposing new freestanding tower, shall make a good faith effort to allow other wireless carriers to co-locate antennas on the proposed tower where technically & economically feasible
 - ✓ that the applicant agrees to remove the PWSF or WCF and equipment within ninety (90) days after the site's use is discontinued
 - ✓ any lease agreement with a landholder specifies that if the provider fails to remove the PWFS or WCF and equipment within ninety (90) days of its discontinued use, the responsibility for removal belongs to the landholder
 - ✓ a Memorandum of Lease shall be recorded with the office of the Blaine County Recorder

See Special Use Agreement

WIRELESS CHECKLIST cont.

- Names and address of all property owners within three hundred (300) feet of the exterior boundaries of the land being considered. Submit paper copy and electronically on formatted spreadsheet. Names and addresses can be obtained using the Blaine County map server <http://maps.co.blaine.id.us/> or from the Blaine County Assessor's office. Assistance can be provided by the Hailey Planning staff upon request.
- NA Names and addresses of easement holders within the subject property.
- Copy of Form 600 on file with the FCC; or FCC license (Radio Authorization Form) *see state wide License*
- NA A complete right-of-way encroachment permit application if PWSF or WCF is to be located within a public right-of-way
- NA A list of all hazardous substances (as defined by CERCLA), chemicals, petroleum products, batteries, and similar items or substances, which will be used or stored on the PWSF or WCF site.
- A list of all types of materials, including finishes and colors, used in construction of, and which will be visible on, the exterior of the PWSF or WCF *see ATTACHED.*
- NA Certification that the proposed PWSF or WCF complies with all applicable FCC guidelines
- NA Radio Frequency Radiation (RFR) report for the proposed PWSF or WCF prepared by a qualified RF engineer
- NA FAA Aeronautical Survey indicating any required lighting of proposed PWSF or WCF, and all available alternative lighting and/or painting which will also meet that requirement. The City shall have the ability to condition permit approval on an alternative location, site or design which will not require such painting or lighting, or shall require the least intrusive lighting and/or painting allowed by the FAA where no other alternative location, site or design is available. If lighting is required, the City will authorize only solid red lights, and no strobe or flashing lights will be allowed unless no other alternative locations, site or design are available. Prior to issuance of a building permit, any required FAA Permit for the proposed facility, including exact geographic coordinates, shall be submitted
- NA FAA Form 7460-1, "Notice of Proposed Construction or Alteration", where required
- NA Narrative statement describing two alternative proposals examined by the applicant for the PWSF or WCF facility regarding location, siting, height, and/or design. Each alternative must comply with the provisions of this Article and be equally or less intrusive than the proposal submitted for approval. If statement does not describe appropriate alternatives, the City may retain a private expert, at applicant's expense, under Section 8A.12 of the Article, to develop or review such alternative proposals. The City shall not further process the Wireless Permit application until such alternatives have been submitted; the time frame for processing the application shall be tolled until thirty (30) days after such submittal. If no alternatives are provided, application will be deemed incomplete.
- NA Conditional Use Permit application and Wireless Conditional Use Permit fee as set by City Ordinance, when necessary.
- Copy of Lease Agreement, when applicable.

300 ft adjoiners for Parcel Number:RPH0000028007A
 28 records returned in query

Map It!

You can save this file as .htm or .html and open it in a spreadsheet or copy and paste it into a spreadsheet.

| Parcel Number | Owner 1 | Owner 2 | Mail Address Line 1 | Mail Address Line 2 | Mail Address Line 3 | Mail Address Line 4 | Mail Address Line 5 | Property Address | Legal Desc 1 | Legal Desc 2 | Legal Desc 3 | Legal Desc 4 |
|----------------|--------------------------|------------------------------|-----------------------|----------------------------|----------------------|---------------------|---------------------|------------------|---------------|----------------------|---------------------------------|------------------------------|
| RPH0000021001A | COLLIER BRUCE | COLLIER PAULA J | BOX 1588 | KETCHUM ID 83340-0000 | | | | 301 S 1ST AVE | HAILEY | LOTS 1 & 2 BLK 21 | 7,200 SF | |
| RPH0000021003B | ROMAN CATHOLIC DIOCESE | | C/O CHUCK LAWRENCE | 1501 S FEDERAL WAY STE 400 | BOISE ID 83705-2588 | | | 311 S 1ST AVE | HAILEY | LOT 3,4,5,6,7, | 8,9,10 BLOCK 21 (CHURCH) | EXEMPTION APP RECD FOR 2014 |
| RPH0000021015B | ET PROPERTIES | | C/O RICHARD PARIS | 113 BLACKFOOT DR | HAILEY ID 83333-0000 | | | 312 S MAIN ST | HAILEY | LOT 15 & 16 BLOCK 21 | | |
| RPH00000210170 | GOLLEHER MAIN STREET LLC | | 145 S GOLDEN EAGLE DR | HAILEY ID 83333-0000 | | | | 316 S MAIN ST | HAILEY | LOT 17 & 18 BLOCK 21 | 7200SF | |
| RPH0000022001A | HILL JAMES T TRUSTEE | HILL FAMILY REVOCABLE TRUST | 103 N 3RD AVE | HAILEY ID 83333-0000 | | | | 303 S 2ND AVE | HAILEY | LOTS 1 & 2 BLK 22 | 6,000 SF | |
| RPH0000022003A | HILL JAMES T TRUSTEE | HILL FAMILY REVOCABLE TRUST | 103 N 3RD AVE | HAILEY ID 83333-0000 | | | | | HAILEY | LOTS 3 & 4 BLK 22 | 6,000 SF | |
| RPH0000022013A | BLAINE COUNTY | | 206 S 1ST AVE STE 200 | HAILEY ID 83333-0000 | | | | 302 S 1ST AVE | HAILEY | LOTS 13 & 14 BLK 22 | SOIL CONSERVATION OFFICE | |
| RPH0000022015A | MC CABE JOHN R TRUSTEE | MC CABE CONSTANCE D TRUSTEES | BOX 2447 | HAILEY ID 83333-0000 | | | | 306 S 1ST AVE | HAILEY | LOTS 15,16,17 BLK 22 | 10,800 SF | |
| RPH0000022018A | LARESE ROBYN | | BOX 1221 | HAILEY ID 83333-0000 | | | | 312 S 1ST AVE | HAILEY | LOTS 18,19,20 BLK 22 | 10,800 SF | |
| RPH0000027001A | BLAINE COUNTY | | 206 S 1ST AVE STE 200 | HAILEY ID 83333-0000 | | | | 201 S 2ND AVE | HAILEY EXEMPT | LOT 1-12 BLOCK 27 | JUDICIAL & FIRE/AMBULANCE BLDGS | & PARKING LOTS |
| RPH0000027013A | BLAINE COUNTY | | 206 S 1ST AVE STE 200 | HAILEY ID 83333-0000 | | | | 206 S 1ST AVE | HAILEY EXEMPT | LOTS 13,14,15,16,17, | 18,19,20,21,22, BLK 27 | COURT HOUSE/COMMUNITY GARDEN |
| RPH0000028007A | BLAINE COUNTY | | 206 S 1ST AVE STE 200 | HAILEY ID 83333-0000 | | | | 219 S 1ST AVE | HAILEY | AM LOT 7A BLK 28 | 14,400 SF COURT HOUSE ANNEX | |
| RPH0000020001A | FAPO HOLDINGS IDAHO LLC | | 314 S RIVER ST STE 3D | | | | | 301 S MAIN ST | HAILEY | LOTS 1,2,3 BLK 20 | | |

| | | | | | | | | | | | | |
|----------------|--------------------------------|----------------------------------|----------------------------------|------------------------------------|--------------------------------|--|------------------|------------------|--------|------------------------------------|-----------------------------|-------------------------------|
| | | | | HAILEY ID 83333- 8559 | | | | | | | | |
| RPH00000210110 | HARRIS CHARLES A | HARRIS PILAR A | C/O RALPH HARRIS | BOX 250 | HAILEY ID 83333- 0000 | | | 306 S MAIN ST | HAILEY | LOT 11,12,13,14 BLOCK 21 | 14,400 SF 4 PLEX | |
| RPH0000028001A | AANESTAD DOUGLAS J | AANESTAD SHERRY | BOX 987 | KETCHUM ID 83340- 0000 | | | | | HAILEY | LOTS E 80'OF 1,2,3 & | N 1/2 OF 4 BLK 28 | 9000 SF |
| RPH0000028001B | 14 CROY LLC | | 525 RIVERSIDE AVE | LYNDHURST NJ 07071- 0000 | | | 14 E CROY ST | HAILEY | | LOTS W 40'OF 1,2,& 3 BLK 28 | | |
| RPH0000028005A | BLOCK 28 L L C | | BOX 987 | KETCHUM ID 83340- 0000 | | | | | HAILEY | LOTS S 1/2 OF 4 | ALL 5 & 6 BLK 28 9000 SF | |
| RPH0000028011A | LZ CORPORATION | | PO BOX 46 | SUN VALLEY ID 83353- 0000 | | | 200 S MAIN ST | HAILEY | | LOTS 11,12 & 13 BLK 28 | | |
| RPH0000028014A | LZ CORPORATION | | PO BOX 46 | SUN VALLEY ID 83353- 0000 | | | | | HAILEY | LOT 14 BLK 28 | | |
| RPH0000028015A | ZIEGLER THOMAS P TRUSTEE | THOMAS P ZIEGLER TRUST | BOX 46 | SUN VALLEY ID 83353- 0000 | | | 210 S MAIN ST | HAILEY | | LOTS 15 & 16 BLK 28 | 7,200 SQ | |
| RPH0000028017A | ZIEGLER THOMAS P TRUSTEE | THOMAS P ZIEGLER TRUST | BOX 46 | SUN VALLEY ID 83353- 0000 | | | | | HAILEY | LOTS 17 & N 25'OF 18 BLK 28 | | |
| RPH0000028018A | KIMSQUIT REAL ESTATE INC | MC MAHAN WILLIAM A TRUSTEE | PO BOX 5919 | KETCHUM ID 83340- 0000 | | | 218 S MAIN ST | HAILEY | | LOTS S 5'OF 18 7,800 SQ | ALL 19 & 20 BLK 28 | |
| RPH0000033003A | ALTURAS PARTNERS | | C/O ENGEL & ASSOCIATES LLC | 101 E BULLION ST STE 3C | HAILEY ID 83333- 0000 | | 91 E CROY ST | HAILEY | | LOTS 3,4,5,6,7,8,9,10 BLK 33 | LOTS 13 THRU 22 BLK 34 | 300X100 1ST STREET BETWEEN |
| RPH00000290010 | HAILEY HOTEL LLC | | 14 COCKENO DRIVE | WESTPORT CT 06880- 0000 | | | 201 S MAIN ST | HAILEY | | LOTS 1 & 2 BLK 29 | | |
| RPH0000029003A | FLOWING WELLS LLC | | PO BOX 3414 | KETCHUM ID 83340- 0000 | | | 205 S MAIN ST | HAILEY | | LOTS 3 & 4 BLK 29 | | |
| RPH0000029005A | BOW & ARROW L L C | | BOX 4148 | HAILEY ID 83333- 0000 | | | 209 S MAIN ST | HAILEY | | LOTS 5,6,7,8 & 9 BLK 29 | 18,000 SF | |
| RPH00000290100 | SUN VALLEY ROASTERS LLC | | PO BOX 1529 | HAILEY ID 83333- 0000 | | | 219 S MAIN ST | HAILEY | | LOT 10 BLK 29 | | |
| RPH00000330200 | | | | | NEW YORK NY | | 126 S MAIN ST | HAILEY | | | BLOCK 33 | WILLIS BUILDINGS |

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| | VALLEY ENTERTAINMENT INC | C/O ML MANAGEMENT ASSOC INC | 250 W 57TH ST FL 26 | 10107- 0000 | | | | S 10' LOT 18, ALL LOT 19 & 20 | | |
|--|--------------------------------|-----------------------------------|---------------------------|----------------|--|--|--|-------------------------------------|--|--|