



## CITY COUNCIL SPECIAL MEETING AGENDA MEMO

Meeting Date:	January 29, 2026	Staff	Abby Rivin, Senior Planner
		Member/Dept:	Planning and Building Department

Agenda Item:	Recommendation to review and approve the Lot Consolidation Preliminary Plat Application for the ARCH Workforce Housing Project at 140 & 180 N Leadville Avenue.
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### Recommended Motion:

"I move to approve the Lot Consolidation Preliminary Plat for the ARCH Workforce Housing Project and adopt the Findings of Fact and Decision."

### Reasons for Recommendation:

- ARCH Community Housing Trust is proposing to develop a new workforce housing project at 140 and 180 N Leadville Avenue in the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The project will combine two existing lots and develop 10 new workforce housing units while preserving a historic home.
- Lot consolidations are permitted in the CC-2 Zone subject to the additional standards specified in Ketchum Municipal Code (KMC) §16.04.030.C4. The application meets all applicable lot consolidation standards, preliminary plat requirements, and subdivision regulations.
- The Planning and Zoning Commission recommended approval of the Lot Consolidation Preliminary Plat to the City Council on December 9, 2025.

### Policy Analysis and Background:

#### Introduction

ARCH Community Housing Trust is proposing to develop a new workforce housing project at 140 and 180 N Leadville Avenue in the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The project will combine two existing lots and develop 10 new workforce housing units while preserving a historic home. Lot consolidations are permitted in the CC-2 Zone subject to the additional standards specified in KMC §16.04.030.C4. Attachment 2 shows the proposed Lot Consolidation Preliminary Plat.

The development parcel is comprised of two existing lots. Lot 3 at 140 N Leadville Avenue is vacant. The corner lot at 180 N Leadville Avenue contains an existing home listed on the City's Historic Building List and a detached garage. The garage encroaches into the block 22 alley and will be removed. The applicant has repaired and rehabilitated the home for occupancy as a workforce housing unit. The Planning and Building Department issued a building permit for this work in February of 2025. The Certificate of Occupancy was issued on January 22, 2026.

The project will combine the two lots into one parcel and develop three new three-story residential buildings and two new carport structures. Together, the historic home and new buildings will provide 11 workforce housing units. Each unit will have one off-street parking space, one storage space, and one

bicycle space within the carports.

## Process

The Planning and Zoning Commission held public hearings on the Design Review and Lot Consolidation Preliminary Plat applications for the ARCH Workforce Housing Project on November 25 and December 9, 2025. On December 9, the Commission approved the Design Review application and recommended approval of the Lot Consolidation Preliminary Plat to the City Council. The Commission adopted its Findings of Fact and Recommendation on January 20, 2026.

## Lot Consolidation Standards

Pursuant to KMC §16.04.030.C4, preliminary plat applications for lot consolidations demonstrate conformance with:

- All applicable building permit and land use development approvals,
- All applicable zoning regulations in Title 17 of KMC, and
- General conformance with the comprehensive plan.

The Commission found that the ARCH Workforce Housing Project meets all Design Review criteria and standards. Condition #1 in the draft Council Findings (Attachment 3) ties the lot consolidation to the project's Design Review approval. Planning staff reviewed the project for conformance with all applicable zoning code requirements including permitted uses, dimensional limitations, signage, parking, development standards, and dark skies. The project complies with all applicable zoning regulations.

## Comprehensive Plan Conformance

The Commission and Planning staff believe the project conforms with the 2014 Comprehensive Plan. The Future Land Use Map designates the subject property as Mixed-Use Commercial. This designation encourages a mix of commercial and residential uses and calls for new developments that are oriented towards streets and sidewalks to support a pedestrian-friendly environment. The two proposed buildings along Leadville Avenue face the street with front porches that connect to the sidewalk. Open space and separation between the detached buildings reduce the visual scale of the development and soften its overall mass.

The 2014 Plan encourages housing in the downtown core, especially workforce and attainable housing close to jobs, services, and transit. Policy M-1.3 encourages housing density downtown to, "increase opportunities for walking, bicycling, and transit ridership and reduce vehicle trips" (page 42). In addition, the 2014 Plan encourages increasing the supply of attainable housing (Policy H-1.2) and the integration of affordable housing in neighborhoods (Policy H-1.3). The project will provide 11 new workforce housing units downtown.

The 2014 Plan calls for preserving historic resources and for new development that is contextually compatible with the surrounding neighborhood. The project preserves the existing historic home. The new buildings are similar in size to nearby developments, including the three-story duplex across the alley and the two-story commercial building to the south on Leadville Avenue. The Commission found that the project fits the scale and character of the neighborhood.

## Preliminary Plat Requirements

City staff reviewed the Lot Consolidation Preliminary Plat application for conformance with preliminary plat requirements (KMC §16.04.030) and subdivision development and design standards (KMC §16.04.040). Certain standards are not applicable because the lot consolidation combines two existing

lots and does not create multiple new lots that form blocks around new streets. Attachment 3 provides a complete analysis of the applicable standards. The Commission found that the application complies with all required subdivision regulations.

### **Recommendation**

Staff recommends that the City Council approve the Lot Consolidation Preliminary Plat for the ARCH Workforce Housing Project and adopt the Findings of Fact and Decision (Attachment 3).

#### **Sustainability Impact:**

A key concept of the 2014 Comprehensive Plan is adding residential density in the downtown and activity centers. The 2014 Plan states, "Adding units within areas already largely 'built up' is the most sustainable development pattern, because it lessens the need for costly infrastructure improvements, including utilities and transportation services. It also makes walking, bicycling and transit more practical."

#### **Financial Impact:**

None OR Adequate funds exist in account:	There is no financial request to the city associated with this application; therefore, there is no budgetary impact.
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#### **Attachments:**

1. Preliminary Plat Application & Supporting Documents
2. Lot Consolidation Preliminary Plat
3. Draft City Council Findings of Fact and Decision

**Attachment 1**

Preliminary Plat Application  
&  
Supporting Documents



## City of Ketchum Planning & Building

OFFICIAL USE ONLY
Application Number: P25-039
Date Received: 7/22/25
By: GB
Fee Paid: \$3900
Approved Date:
By:

### Subdivision Application-Preliminary Plat

Submit completed application and documentation to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org) Or hand deliver to Ketchum City Hall, 191 5<sup>th</sup> St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Name of Proposed Subdivision: 180 Leadville Subdivision			
Owner of Record: ARCH Community Housing Trust, Inc.			
Address of Owner: POB 356, 9 Hailey, ID 83333			
Representative of Owner: Opal Engineering/Galena-Benchmark Engineering	Phone #: 208 720-9608 208-726-9512		
Email: sam@opal-engineering.com / dave@galena-benchmark.com			
Legal Description: Ketchum Townsite: Blk 22, Lots 3 & 4		RPK RPK00000220040 and RPK00000220030	
Street Address: 140 and 180 Leadville Avenue			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: 0.25 acre			
Current Zoning District: CC - Community Core			
Proposed Zoning District: CC – Community Core			
Overlay District:			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land X <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: no			
Easements to be dedicated on the final plat: No new easements.			
Briefly describe the improvements to be installed prior to final plat approval: 10 new units of workforce housing and 11 carports.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a>			

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortious conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

*Michelle Griffith*

Applicant Signature

*June 13 2025*

Date

**Instrument # 706746**

HAILEY, BLAINE, IDAHO  
06-21-2024 3:57:46 PM No. of Pages: 3  
Recorded for: TITLEONE - TWIN FALLS  
STEPHEN McDougall GRAHAM Fee: \$15.00  
Ex-Officio Recorder Deputy: GBW  
Electronically Recorded by Simplifile

**Quitclaim Deed**

For value received, **180 Leadville LLC, an Idaho limited liability company**

Does hereby convey, release, remise, and forever quit claim unto

**Arch Community Housing, Inc., a non-profit corporation**

whose current address is PO Box 1292, Ketchum, ID 83340,

the following described premises:

**See Exhibit A, attached hereto and incorporated herein.**

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Remainder of this page intentionally left blank.

**THIS INSTRUMENT FILED FOR RECORD  
BY SUN VALLEY TITLE AS AN  
ACCOMMODATION ONLY. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION  
OR AS TO ITS EFFECT UPON THE TITLE.**

Date: 06/17/2024

180 Leadville LLC, an Idaho limited liability company

X Robert Reniers  
By: Robert Reniers, Member

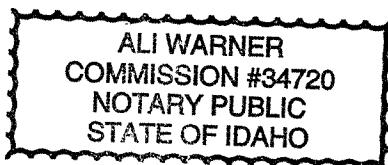
Elizabeth Reniers  
By: Elizabeth Reniers, Member

State of IDAHO  
County of BLAINE, ss.

This record was acknowledged before me on 6/21/2021 by Robert Reniers and Elizabeth Reniers as members of 180 Leadville LLC.

Notary Public

My Commission Expires: 9/19/24.



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PREMISES**

Lots 3 and 4, Block 22 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.



**CLTA GUARANTEE FORM NO. 12**  
**LOT BOOK**  
**Issued By**  
**TITLE RESOURCES GUARANTY COMPANY**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

**TITLE RESOURCES GUARANTY COMPANY**  
 a corporation, herein called the Company,

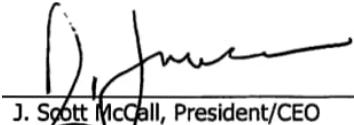
**GUARANTEES**

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A sustained by the Assured by reason of any incorrectness in the set forth in Schedule A.

**Authorized Issuing Agent:**  
**TITLEONE**

**TITLE RESOURCES GUARANTY COMPANY**

By:

  
 J. Scott McCall, President/CEO

By:

  
 Owen E. Girard, Secretary

**EXCLUSIONS FROM COVERAGE**

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (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 under (1), (2) or (3) are shown by the Public Records.

## **GUARANTEE CONDITIONS**

### **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 Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, 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, 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": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

### **2. Notice of Claim to be Given by Assured.**

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### **3. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### **4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 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 Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A 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 options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the 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 reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the 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 the Assured for this purpose. Whenever requested by the Company, the 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 correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to 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.

5. Proof of Loss or Damage.
  - (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
  - (b) In addition, the Assured may reasonably 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 paragraph 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 reasonably 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.
6. 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 together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
  - (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
  - (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.
7. Limitation of Liability.
  - (a) 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 Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
  - (b) If the Company, or the Assured under the direction of the Company at the Company's expense, 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.
  - (c) 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.
  - (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.
8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

**9. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the 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 these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

**10. 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.

**11. Arbitration.**

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. 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 to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 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 \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**12. 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, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**13. Severability.**

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**14. Choice of Law; Forum**

- (a) **Choice of Law:** The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guarantees of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) **Choice of Forum:** Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**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 8111 LBJ Freeway, Ste. 1200, Dallas, TX 75251, or claims@titleresources.com.

**LOT BOOK GUARANTEE**  
Issued By  
**Title Resources Guaranty Company**

**SCHEDULE A**

**File No.** 25557243

**State:** ID

**County:** Blaine

<b>Guarantee No.</b>	<b>Liability</b>	<b>Date of Guarantee</b>	<b>Fee</b>
3581-LBG-25557243	\$1,000.00	June 17, 2025 at 7:30 a.m.	\$150.00

**Name of Assured:**

ARCH Community Housing Trust

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lots 3 and 4, Block 22 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Quit Claim Deed

Grantors: 180 Leadville LLC, an Idaho limited liability company

Grantees: ARCH Community Housing Trust, Inc., a non-profit corporation

Recorded Date: June 21, 2024

Instrument: 706746

[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

140 N Leadville Ave, Ketchum, ID 83340 (Lot 3)

180 N Leadville Ave, Ketchum, ID 83340 (Lot 4)

2. Taxes, including any assessments collected therewith, for the year 2024 for which the first installment is paid, and the second installment is due and payable on or before June 20, 2025.

Parcel Number: [RPK00000220030](#)

Original Amount: \$3,750.12

Lot 3

3. Taxes, including any assessments collected therewith, for the year 2024 for which the first installment is paid, and the second installment is due and payable on or before June 20, 2025.

Parcel Number: [RPK00000220040](#)

Original Amount: \$4,040.90

Lot 4

4. Taxes, including any assessments collected therewith, for the year 2025 which are a lien not yet due and payable.

5. The Land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).

7. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded June 30, 2022 as Instrument No. [694711](#), records of Blaine County, Idaho.

**Sun Valley Title**

By:



**Nick Busdon, Authorized Signatory**

**JUDGMENT AND TAX LIEN GUARANTEE**  
Issued By  
Title Resources Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** 3581-LBG-25557243

**Name of Assured:** ARCH Community Housing Trust

**Date of Guarantee:** June 17, 2025

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

ARCH Community Housing Trust, Inc., a non-profit corporation

**Sun Valley Title**  
By:



**Nick Busdon, Authorized Signatory**

**SCHEDULE B**

**Exceptions:**

NONE

**Attachment 2**

**Lot Consolidation**

**Preliminary Plat**

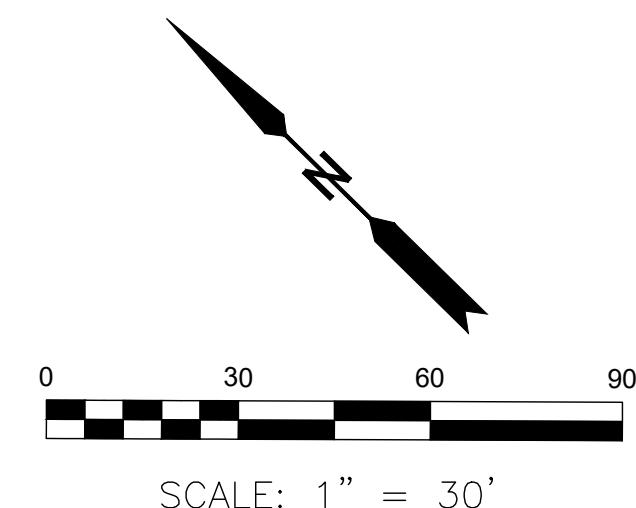
## A PRELIMINARY PLAT SHOWING:

# 180 LEADVILLE SUBDIVISION

WHEREIN THE BOUNDARY COMMON TO KETCHUM TOWNSITE, BLOCK 22, LOTS 3 & 4  
IS ELIMINATED, CREATING A ONE LOT SUBDIVISION.

LOCATED WITHIN: SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JUNE 2025



## LEGEND

	PROPERTY BOUNDARY
	ADJOINING PROPERTY LINE
	LOT LINE TO BE ELIMINATED
	BLAINE COUNTY GIS TIES
	FENCE
	EDGE PAVEMENT
	WATER LINE (PER CITY RECORD DATA)
	SEWER LINE (PER CITY RECORD DATA)
	FOUND MAGNETIC NAIL (PER INST. NO. 649860)
	FOUND 1/2" REBAR (MARKED AS NOTED)
	FOUND 5/8" REBAR (MARKED AS NOTED)
	SET 5/8" REBAR PLS 20893
	DECIDUOUS TREE
	CONIFER TREE

## NOTES/SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO COMBINE LOTS 3 & 4 OF KETCHUM VILLAGE, BLOCK 22. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. A 5/8" REBAR WITH NO CAP WAS FOUND AT THE INTERSECTION OF SECOND STREET AND LEADVILLE AVENUE. SAID REBAR WAS REMOVED DURING ROAD CONSTRUCTION AND RESET IN ITS ORIGINAL POSITION.
2. REFERENCES (RECORDS OF BLAINE COUNTY, IDAHO):
  - a. PLAT OF VILLAGE OF KETCHUM: INST. NO. 302967.
  - b. RECORD OF SURVEY OF KETCHUM TOWNSITE: BLOCK 22, LOTS 3 & 4, INST. NO. 694711.
  - c. PLAT OF KETCHUM TOWNSITE: BLOCK 22: LOTS 5B, 6A, 7A & 8A, INST. NO. 588272.
  - d. QUITCLAIM DEED: INST. NO. 706746.
3. DISTANCES SHOWN ARE MEASURED. REFER TO THE ABOVE REFERENCED DOCUMENTS FOR PREVIOUS RECORD DATA.
4. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017. ELEVATIONS BASED ON NAVD 88 DATUM.
5. THE CURRENT ZONING DISTRICT FOR THE WITHIN PLAT IS CC, COMMUNITY CORE.
6. WATER AND SEWER LOCATIONS PER KETCHUM UTILITY RECORDS AND ARE APPROXIMATE.

## 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:

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South Central Public Health District, REHS

A PRELIMINARY PLAT SHOWING  
180 LEADVILLE SUBDIVISION

GALENA-BENCHMARK ENGINEERING  
KETCHUM, IDAHO

SHEET 1 OF 3  
Job No. 25155



The site plan illustrates the layout of the Leadville Project area. Key features include:

- Streets and Avenues:** Second Street, Leadville Avenue, First Street, and East Avenue.
- Properties:** 171 E. Avenue Townhomes, Higdon Condos, and Leadville Residence.
- Project Site:** A shaded rectangular area located between Leadville Avenue and First Street, bounded by Second Street to the north and a unnamed street to the south.
- Building Footprints:** Shaded rectangles representing the footprint of the 171 E. Avenue Townhomes building.
- Lot Numbers:** Various lots are numbered 1 through 8, with some sub-lots labeled A and B.
- Building Circles:** Circles containing numbers 12, 21, 32, 42, and 52 are placed near specific buildings.
- Building Labels:** Labels for 171 E. AVENUE TOWNHOMES, HIGDON CONDOS, and LEADVILLE RESIDENCE are placed near their respective building footprints.

## VICINITY MAP

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NOT TO SCALE

BLAINE COUNTY  
GIS POINT  
"K5TH-SPRUCE"

BLAN  
GIS

**Site Plan for 171 East Avenue Townhomes**

**Top Map:** Shows the property lines for 171 EAST AVENUE (100' R.O.W.) and the adjacent property (60' R.O.W.). The property for 171 EAST AVENUE is 50' deep and 30' wide. The adjacent property is 50' deep and 30' wide. The property for 171 EAST AVENUE is labeled "NO CAP" on both the top and bottom boundaries.

**Building Labels:** 171 EAST AVENUE TOWNHOMES, LOT 8A, SUBLOT 1, SUBLOT 2, LOT 6A, and LOT 5B.

**Coordinates:** S 44°25'18" E 280.07'

**Bottom Map:** Shows the property lines for BLOCK 22 ALLEY (60' R.O.W.) and the adjacent property (60' R.O.W.). The property for BLOCK 22 ALLEY is 20' deep and 30' wide. The adjacent property is 30' deep and 30' wide. The property for BLOCK 22 ALLEY is labeled "NO CAP" on both the top and bottom boundaries.

**Building Labels:** ILLEGIBLE, EXISTING GARAGE, ELECT. VAULT, CATV RISER, EXISTING HOUSE, COVERED PORCH, STEPS, FORMER LOT 4, FORMER LOT 3, EXISTING BLDG., COVERED DECK, and STEPS.

**Coordinates:** N 45°35'59" E 110.00', N 45°35'59" E 100.06', N 44°25'00" W 110.00', N 44°25'00" W 279.97', and S 45°37'06" W 300.14'.

**Infrastructure:** EDGE PAVEMENT, EDGE ASPHALT, CONCRETE SIDEWALK, EXISTING SEWER SERVICE, EXISTING WATER SERVICES, and WATER MAIN.

## OWNER OF RECORD

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ARCH COMMUNITY HOUSING TRUST  
P.O. BOX 3569  
HAILEY, ID 83333

A PRELIMINARY PLAT SHOWING:  
180 LEADVILLE SUBDIVISION

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that ARCH COMMUNITY HOUSING TRUST, INC., an Idaho non-profit corporation is the owner in fee simple of Real Property described as follows:

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

Lots 3 & 4, of BLOCK 22, THE VILLAGE OF KETCHUM, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lot described in this plat is eligible to receive water service from the Ketchum water department and they have agreed in writing to serve the lot shown on this plat.

The land within this plat is not within an irrigation district as defined in Idaho Code 31-3905, and the requirements of I.C. 31-3805 are not applicable.

The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

The undersigned hereby certify, to the extent required, the notification and/or approval of the foregoing plat by any holders of recorded security interest in and to the real property described above.

It is the intention of the undersigned to, and they do hereby include said land in this plat.

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF BLAINE

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known or identified to me (or proved to me), to be the \_\_\_\_\_ of ARCH Community Trust, Inc., an Idaho non-profit corporation, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in said entity name.

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

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands.

ARCH COMMUNITY TRUST, INC.

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

Its: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

A PRELIMINARY PLAT SHOWING  
180 LEADVILLE SUBDIVISION

GALENA-BENCHMARK ENGINEERING  
KETCHUM, IDAHO

SHEET 2 OF 3  
Job No. 25155

A PRELIMINARY PLAT SHOWING:  
180 LEADVILLE SUBDIVISION

**SURVEYOR'S CERTIFICATE**

I, Robert O. Breier, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

ROBERT O. BREIER, P.L.S. #20893



**COUNTY SURVEYOR'S APPROVAL**

This is to certify that I, SAM YOUNG, County Surveyor 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.

BLAINE COUNTY SURVEYOR

DATE

**BLAINE COUNTY TREASURER'S CERTIFICATE**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

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

**BLAINE COUNTY RECORDER'S CERTIFICATE**

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk in and for the City of Ketchum, Blaine County, Idaho do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, this plat was duly accepted and approved.

TRENT DONAT, City Clerk

**CITY ENGINEER'S CERTIFICATE**

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

ROBYN MATTISON, City Engineer

**CITY PLANNER'S CERTIFICATE**

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

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

A PRELIMINARY PLAT SHOWING  
180 LEADVILLE SUBDIVISION

GALENA-BENCHMARK ENGINEERING  
KETCHUM, IDAHO

SHEET 3 OF 3  
Job No. 25155

# **Attachment 3**

## **Draft City Council**

### **Findings of Fact and Decision**



**City of Ketchum  
Planning & Building**

IN RE: )  
140 & 180 N Leadville Ave ) KETCHUM CITY COUNCIL  
ARCH Workforce Housing Project ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
Lot Consolidation Preliminary Plat ) DECISION  
Application File Number: P25-039 )  
)  
Date: January 29, 2026 )

**PROJECT:** ARCH Workforce Housing Project

**APPLICATION TYPE:** Lot Consolidation Preliminary Plat

**FILE NUMBER:** P25-039

**ASSOCIATED APPLICATIONS:** Preapplication Design Review P25-006 & Design Review P25-039

**PROPERTY OWNER:** ARCH Community Housing Trust

**REPRESENTATIVE:** Martin Henry Kaplan, AIA

**LOCATION:** 140 & 180 N Leadville Avenue (Ketchum Townsite: Block 22: Lots 3 & 4)

**ZONING:** Mixed-Use Subdistrict of the Community Core (CC-2 Zone)

**OVERLAY:** None

**RECORD OF PROCEEDINGS**

The City of Ketchum Planning and Zoning Commission (the “Commission”) conducted public hearings and considered the Design Review and Lot Consolidation Preliminary Plat applications for the ARCH Workforce Housing Project during their regular meetings on November 25 and December 9, 2025. The Commission approved the Design Review application and recommended approval of the Lot Consolidation Preliminary Plat to City Council. The Commission adopted the Lot Consolidation Preliminary Plat Findings and Recommendation during their special meeting on January 20, 2026. The City Council reviewed and approved the Lot Consolidation Preliminary Plat on January 29, 2026.

The procedure for subdivision application is outlined in Ketchum Municipal Code (KMC) §16.04.030. The Commission is required to conduct at least one public hearing on a preliminary plat application (KMC §16.04.030.C5a). The City Council is not required to conduct a public hearing. A public hearing notice for the Commission’s review of the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on October 22, 2025. The public hearing notice was

published in the Idaho Mountain Express on October 22, 2025. A notice was posted on the project site and the city's website on October 27, 2025. The building corners were staked, the story poles were installed, and trees to be removed were flagged on the project site on November 18, 2025.

## FINDINGS OF FACT

The City Council having reviewed the entire project record, provided notice, and conducted the required public hearing does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

The applicant, ARCH Community Housing Trust, is proposing to develop a new workforce housing project on two Ketchum townsite lots located at 140 & 180 N Leadville Avenue (the "subject property") in the Mixed-Use Subdistrict of the Community Core ("CC-2 Zone"). The proposed workforce housing project proposes to consolidate the two lots and construct five new structures on the consolidated development parcel. Pursuant to KMC §16.04.030.C1a, lot consolidations are permitted in the CC-2 Zone subject to additional standards noted in KMC §16.04.030.C4.

### **Findings Regarding Conformance with Lot Consolidation Standards**

#### Lot Consolidation Standards

KMC §16.04.030.C4 requires that preliminary plat applications for lot consolidations must demonstrate conformance with:

- All applicable building permit and land use development approvals,
- All applicable zoning regulations in Title 17 of KMC, and
- General conformance with the comprehensive plan.

As conditioned, the 140 & 180 N Leadville Ave ARCH Workforce Housing Project complies with all zoning code regulations, dimensional standards required for buildings in the CC-2 Zone, Design Review standards, and Community Core project requirements.

#### General Conformance with the Comprehensive Plan

##### *Future Land Use*

The subject property is designated as Mixed-Use Commercial on the future land map of the 2104 Comprehensive Plan ("2014 Plan"). The Mixed-Use Commercial category promotes a wide range of commercial and residential uses and mixed-use development. The 2014 Plan states that new development in mixed-use areas "should be oriented to streets and sidewalks" (page 69) and "should contain common public space features that provide relief to the density and contribute to the quality of the street" (page 69). The two new multi-family residential buildings that face Leadville Avenue are oriented towards the street and setback 7.5 from the front property line. Both buildings include front porch stoops that provide welcoming entrances to the two ground-floor apartments. The development includes multiple pathways that provide unobstructed access to the sidewalk along Leadville Avenue. While connected by a common exterior staircase, the three new three-story residential buildings are detached, which provide natural light and views through the three buildings. The development is characterized by a significant amount of open space that provides relief to the bulk and mass of the buildings.

## *Housing*

In addition to encouraging a mixture of uses, the 2014 Plan promotes housing density downtown. Policy H-1.4 states, “Housing should be integrated into the downtown core and light industrial areas, and close to the ski bases” (page 20). Policy M-1.3 encourages housing density downtown to, “increase opportunities for walking, bicycling, and transit ridership and reduce vehicle trips” (page 42). In addition, the 2014 Plan encourages increasing the supply of affordable and attainable housing. Policy H-1.2 encourages local solutions to attainable housing for low-, moderate-, and median-income households. Policy H-1.3 encourages the integration of affordable housing in neighborhoods and supports, “the inclusion of affordable housing to provide diversity” (page 20).

The project will provide 11 new workforce housing within walking distance to jobs, retail stores, coffee shops, bars, and restaurants in the heart of downtown. Additionally, the project is located within walking distance to the Mountain Rides bus stop at the Visitor Center on Sun Valley Road and the bus stop at Main & 1st Streets, which provide access to all major transit routes connecting riders to other areas of Ketchum and the Wood River Valley.

## *Small-Town Character & Contextual Infill*

Goal CD-1 of the 2014 Plan states, “Our community will preserve its small-town character and the distinct image of neighborhoods and districts” (page 26). The Council believes the project meets the following policies that the 2014 Plan provides to achieve this goal:

- Policy CD-1.2 Preservation of Historic Buildings and Sites: “Individual buildings and sites of historical, architectural, archaeological, or cultural significance should be identified and considered for protection.”
- Policy CD-1.3 Compatible Infill and Redevelopment Projects: “Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they occur. Context refers to the natural and manmade features adjoining a development site; it does not imply a certain style” (page 26).
- Policy CD-1.4 High-Quality Site Planning and Building and Landscape Design: “Each new project should be well-designed and attractive, and should complement surrounding land uses and existing neighborhood character” (page 26).

While redevelopment has intensified to the north of the subject property across 2nd Street, Block 22 has not experienced the same degree of change. The most recent development in Block 22 was the construction of the duplex located across the alley to the east of the subject property in 2015. The three-story duplex is 35.75 feet in height, is 5,501 gross square feet, and has a total FAR of 0.99. Lee Gilman’s office is located north of the duplex at the corner of 2nd Street and East Avenue. The office is a small, single-story building. The adjacent developments to the south of the subject property along Leadville Avenue include a two-story, 3,024-square-foot commercial building that was constructed in 1980 and a two-story, 2,538 square foot home that was constructed in 1946. The project is comparable in scale to the adjacent commercial building and the duplex across the alley. The proposed three-story buildings extend to a maximum height of 30'-9", which is 5 feet less than the duplex. The Council believes the project is contextually appropriate to the neighborhood and helps maintain the community’s identity, small-town character, and sense of place by preserving the historic home.

## **Findings Regarding Conformance with Subdivision Standards**

### **Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)**

Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	<p>The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.</p>
			<i>Council Findings</i>	<i>The City of Ketchum Planning and Building Department received the completed subdivision application and all applicable application materials on July 22, 2025.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	<p>Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.</p>
			<i>Council Findings</i>	<i>The subdivision application was deemed complete on July 22, 2025.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.1	<p>The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.</p>
			<i>Council Findings</i>	<i>The scale on sheet 1 of the preliminary plat is 1" = 30'.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	<p>The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.</p>
			<i>Council Findings</i>	<i>As shown on Sheet 1 of the preliminary plat, the plat is titled "180 Leadville Subdivision" which is not the same as any other subdivision in Blaine County, Idaho.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	<p>The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.</p>
			<i>Council Findings</i>	<i>The name of the owner and surveyor is shown on Sheet 1 of the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	<b>Legal description of the area platted.</b>
			<i>Council Findings</i>	<i>The legal description of the area platted is Ketchum Townsite, Block 22, lots 3 &amp; 4. The legal description is provided on page 1 of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	<p>The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.</p>
			<i>Council Findings</i>	<i>The preliminary plat shows adjacent lots 1, 2, 8A, 6A, and 5B within block 22 of Ketchum Townsite and sublots 1 and 2 of the 171 East Avenue Townhomes across the alley.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	<p>A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.</p>
			<i>Council Findings</i>	<i>1' contours are shown on sheet 1 of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	<p>The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.</p>
			<i>Council Findings</i>	<i>Sheet 1 of the preliminary plat shows the location of existing public rights-of-way, including Leadville Avenue, 2<sup>nd</sup> Street, 1<sup>st</sup> Street, East Avenue, and the block 22 alley. The preliminary plat shows the scaled footprint and location of existing buildings on the subject property as well</i>

				<i>as the scaled footprint and location of the commercial building on the adjacent property directly south of the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	<b>Boundary description and the area of the tract.</b> <i>Council Findings</i> <i>Sheet 1 provides the boundary description of the area.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	<b>Existing zoning of the tract.</b> <i>Council Findings</i> <i>Plat note no. 5 states, "The current zoning district for the within plat is CC, Community Core."</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names. <i>Council Findings</i> <i>No new streets or easements are proposed or required. The dimensions of the proposed consolidated lot lines and the lot area is specified on sheet 1 of the preliminary plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision. <i>Council Findings</i> <i>This standard is not applicable as there is no requirement or proposal for land dedicated to public use.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities. <i>Council Findings</i> <i>This standard does not apply as this preliminary plat proposes to consolidate two existing lots within block 22 of the original Ketchum Townsite.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.13	<b>The direction of drainage, flow and approximate grade of all streets.</b> <i>Council Findings</i> <i>This standard does not apply as no new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat. <i>Council Findings</i> <i>This standard does not apply as no new drainage canals or structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.15	All percolation tests and/or exploratory pit excavations required by state health authorities. <i>Council Findings</i> <i>This standard does not apply as no additional tests are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision. <i>Council Findings</i> <i>This standard does not apply to the proposed lot consolidation as the request does not create condominium units or a homeowners' association.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.

			<i>Council Findings</i>	<i>Sheet 1 of the preliminary plat includes a vicinity map. The vicinity shows the two minor collector streets adjacent to the subject property—1<sup>st</sup> Street and River Street.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
				<i>Council Findings</i> <i>N/A. The subject property is not within a floodplain, floodway, or avalanche zone district.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
				<i>Council Findings</i> <i>N/A as the subject property is not located in the floodway, floodplain, or avalanche zone; is not adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; and does not contain slopes of 25% or greater. The request does not create a new lot at the intersection of 2 or more streets but consolidates existing lot 4, an existing corner lot at the intersection of Leadville Avenue and 2<sup>nd</sup> Street, with adjacent lot 3.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	<b>Lot area of each lot.</b>
			<i>Council Findings</i>	<i>Sheet 1 of the preliminary plat shows that the area of lot 1, block 1, 180 Subdivision is 11,007 square feet.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.21	<b>Existing mature trees and established shrub masses.</b>
			<i>Council Findings</i>	<i>Existing mature deciduous and conifer trees on the subject property are shown on sheet 1 of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Council Findings</i>	<i>The applicant submitted a Lot Book Guarantee issued by Title Resources Guaranty Company dated June 17, 2025.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	<b>Three (3) copies of the preliminary plat shall be filed with the administrator.</b>
			<i>Council Findings</i>	<i>The City of Ketchum received digital copies of the preliminary plat at the time of application.</i>

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such

			<p>as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</p>
			<p><i>Council Findings</i> <i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No improvements are proposed or required for the lot consolidation.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.B Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</p>
			<p><i>Council Findings</i> <i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.C Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<p><i>Council Findings</i> <i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.D As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk.</p>

			Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<p><i>Council Findings</i></p> <p><i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.E</b></p> <p><b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<p><i>Council Findings</i></p> <p><i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.F</b></p> <p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:             <ol style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> </ol> </li> </ol>

			<p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (<math>20^\circ</math>) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>	
		<p><i>Council Findings</i></p> <p>Standard #3 through #6 are not applicable as the preliminary plat consolidates two existing lots and no new lots will be created.</p> <p><i>The lot consolidation preliminary plat complies with standard #1. The applicant has proposed consolidating two Ketchum townsite lots and the new workforce housing project will comply with the dimensional standards and setbacks required in the CC-2 Zone.</i></p>		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.G</b></p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>	
		<p><i>Council Findings</i></p> <p>N/A. This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. This application does not create a new block.</p>		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.H</b></p> <p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing</li> </ol>	

		<p>and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p>
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			<p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>	
<i>Council Findings</i>			<i>This standard is not applicable as this application proposes to combine two existing lots within the Ketchum Townsite. This proposal does not create a new street, private road, or bridge.</i>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes

			<p>in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<p><i>Council Findings</i> <i>This standard is not applicable as this project combines two lots within the Ketchum Townsite and no alley improvements are proposed.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> <li>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</li> <li>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</li> <li>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</li> <li>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</li> <li>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</li> <li>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</li> </ol> <p><i>Council Findings</i> <i>This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This</i></p>

				<i>property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainageway, channel, or stream.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Council Findings</i>	<i>The workforce housing project will connect to the municipal sewer system. The project shall meet all requirements of the Wastewater Department.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Council Findings</i>	<i>The workforce housing project will connect to the municipal water system. Final plans for the water system connections will be reviewed and approved by the Utilities Department prior to issuance of building permit.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the Ketchum Townsite. Planting strip improvements are not required for this project.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: 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 and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:             <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>3. Grading shall be designed to blend with natural landforms 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.</li> <li>4. 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 open space for the benefit of future property owners within the subdivision.</li> <li>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:             <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> </ol> </li> </ol>
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			<p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
		<i>Council Findings</i>	<i>The site improvement plans shown on sheet C1.00, C1.10, and C1.10 of the project plans included in the Design Review project plan set show all proposed cut, fill, grading, and drainage improvements. The project shall meet all cut, fill, and grading standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.O</b></p> <p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
		<i>Council Findings</i>	<p><i>As shown on sheet C1.10 of the project plans, on-site stormwater drainage will be directed to a system of drywells and catch basins installed on site. Roof drainage will slope down (see roof plan on sheet A.6) to roof drain downspouts routed to drywells and catch basins (see sheet C1.10). All roof drain locations must be shown on the project plans submitted with the building permit application for final review and approval by the City Engineer.</i></p> <p><i>Pursuant to recommended condition of approval #3 for Design Review File No. P25-033, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all drainage improvements, for review and approval by the City Engineer prior to issuance of a building permit for the project.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.P</b></p> <p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe</p>

				across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Council Findings</i>	<i>The site improvement plan shows the proposed location of the new transformer that is required to be installed to serve the proposed development. The transformer is proposed to be installed on the subject property adjacent to the 2nd Street sidewalk. Siting the transformer along the 2nd Street frontage frees up space along the alley to provide a parking space for each residential unit. The transformer is proposed to be screened from public view along the 2nd Street sidewalk with a metal gate. The power meters are proposed to be installed on west side of the south carport building, the east side of building 3, the north side of building 1, and the south side of building 2. None of the proposed power meter locations are visible from view along Leadville Avenue or 2nd Street</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes combining two existing lots within the original Ketchum Townsite. Off-site improvements are not required or proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Council Findings</i>	<i>This standard is not applicable as the project is not located in the avalanche zone or mountain overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes combining two existing lots within the original Ketchum Townsite.</i>

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Lot Consolidation Subdivision Preliminary Plat application for the development and use of the project site.

2. The Lot Consolidation Subdivision Preliminary Plat Application is governed under Chapter 16.04 of Ketchum Municipal Code.
3. The City Council has the authority to hear the applicant's Lot Consolidation Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Municipal Code Title 16.
4. The City of Ketchum Planning Department provided public notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
5. Lot Consolidation Subdivision Preliminary Plat Application File No. P25-039 meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

#### **DECISION**

**THEREFORE**, the Ketchum City Council **approves** this Lot Consolidation Preliminary Plat Application File No. P25-039 Thursday, January 29, 2026 subject to the following conditions of approval.

#### **CONDITIONS OF APPROVAL**

1. This Lot Consolidation Subdivision Preliminary Plat is subject to the ARCH Workforce Housing Project Design Review Application File No. P25-033.
2. As required by KMC §16.04.030.I, the applicant shall obtain final plat approval within two years of City Council's approval of the preliminary plat. If final plat approval is not obtained within this timeframe, the preliminary plat approval shall become null and void.
3. The Lot Consolidation Final Plat shall not be signed by the City Clerk or recorded until a building permit is issued for the ARCH Workforce Housing Project development pursuant to KMC §16.04.030.G.

Findings of Fact **adopted** this 29<sup>th</sup> day of January 2026.

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Pete Prekeges  
Mayor  
City of Ketchum