



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF MAY 23, 2023

PROJECT: Bigwood 3 Garages

FILE NUMBER: P21-036

APPLICATION TYPE: Design Review

REPRESENTATIVE: Chad Blincoe – Blincoe Architecture (architect)

PROPERTY OWNER: Big Wood Condo #3 Owners

REQUEST: Final Design Review application for the development of three new structures with a combination of garages and carports in each for a total of fourteen (14) covered parking spaces.

LOCATION: 127 Saddle Road (Bigwood Condos #3 Common Area)

ZONING: Tourist (T)

REVIEWER: Paige Nied – Associate Planner

NOTICE: A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on May 2, 2023. The public hearing notice was published in the Idaho Mountain Express on May 2, 2023. A notice was posted on the project site and the city’s website on May 16, 2023. Story poles were documented on the project site as of May 16, 2023.

I. EXECUTIVE SUMMARY:

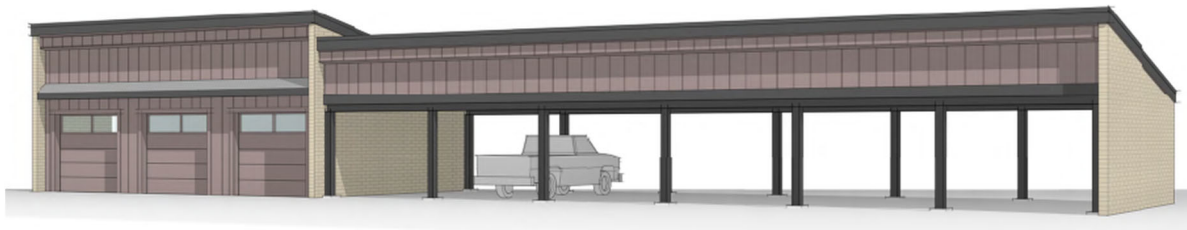
The applicant is proposing to construct three new garage and carport structures (the “project”), located in the Bigwood Condos #3 Common Area (127 Saddle Road) to add a total of 14 covered parking spaces. The structure entitled “Garage 1” on the project plans is 1,238 square feet, “Garage 2” is 2,672 square feet, and “Garage 3” is 2,112 square feet in size. There are 51 parking spaces existing onsite, and only one parking space will be lost with the new parking structures and parking configuration. The site plan (Sheet L1) of the project plans in Attachment B shows the location of the new garage and carport structures. The subject property is zoned Tourist (T) and the common area on the lot is currently utilized as a paved parking lot. Garages are permitted in the T district as an accessory structure provided that all development standards are met. Renderings of the proposed structures can be seen in Figure 1 below.

Figure 1: Renderings of Proposed Project

Garage #1



Garage #2



Garage #3



Garages are permitted for condominiums provided that they are designated on the preliminary and final plats and on all deeds of the particular condominium unit. No garage may be condominiumized or sold separate from a condominium unit. The addition of these structures to the site requires a Lot Line Shift application to add the new building footprints to the Bigwood Condominiums No.3 Plat. Lot Line Shift applications require only City Council approval, thus after the design review application receives approval, the Lot Line Shift application will be added to the City Council's agenda for review and approval.

II. BACKGROUND:

The City of Ketchum received the Design Review application on March 18, 2021. Following the receipt of the application, staff routed the application materials to all city departments for review. A letter of completeness with department comments was provided to the applicant on April 27, 2023, after two rounds of review. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below.

III. CONFORMANCE WITH ZONING AND DESIGN REVIEW STANDARDS:

Per Ketchum Municipal Code (KMC) §17.96.010.A – *Applicability*, design review is required for substantially altering the exterior of multi-family dwellings. Before granting Design Review approval, the Commission must determine that the application meets two criteria: (1) the project doesn't jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC §17.96.050.A).

Criteria #1: Health, Safety, and Welfare of the Public

The 2014 Comprehensive Plan outlines 10 core values that drive our vision for the future, which includes community character and exceptional recreational opportunities. The plan designates the future land use for

the property as “high density residential” where, according to the plan, “This residential type is appropriate in locations near activity centers and near downtown” and “often serves as a transition between higher-intensity uses and activities, and lower-density, neighborhoods with single family residences.” The primary use for this land use includes a broader variety of residential types, including single-family residences, duplexes, and multi-family housing. The primary use of the property is multi-family residential. The addition of the garage/carport structures does not change the overall use of the property.

Policy CD-1.4 of Chapter 4 of the Comprehensive Plan states that new developments “should be well designed and attractive and should complement surrounding land uses and existing neighborhood character.” Complementary architectural designs for new projects are necessary to maintain community and neighborhood character. Additionally, the Comprehensive Plan doesn’t specifically address storage for recreational equipment, however, the plan does read strongly about the city’s recreational opportunities and access. The Wood River Valley caters to a variety of recreational activities, all of which require an abundance of equipment and not all residences in the Big Wood Condos have storage space available. This can lead to recreational equipment being stored on balconies and outside of structures.

Staff believes the project meets the goals and policies outlined in the plan. The proposed garage/carport structures are complementary to the design of the existing condominiums on the subject property, as both incorporate shed roofs with asphalt shingles and brown decorative block siding. Further, the garage component of the structures can be utilized by the tenants not only for car storage, but the upper portion of the shed roof design can be built out for the storage of recreational equipment.

Criteria #2: Applicable Standards and Criteria

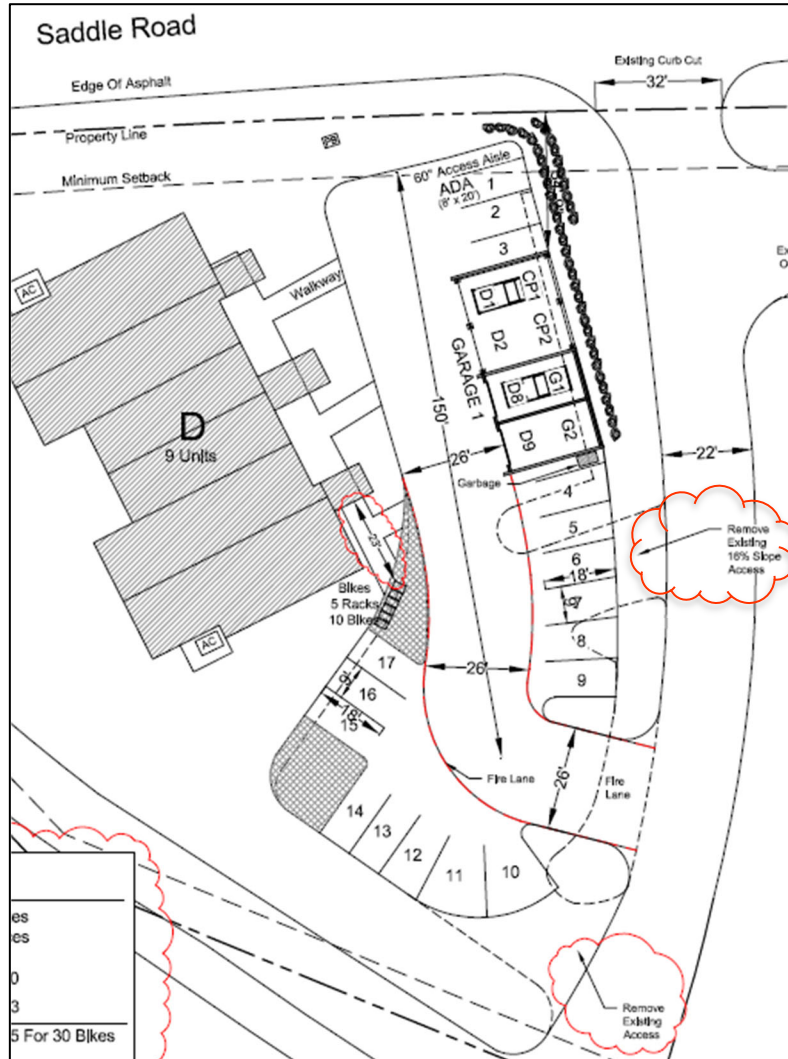
Conformance with Zoning Regulations

During department review, city staff reviewed the project for conformance with all applicable zoning code requirements including uses, dimensional limitations, signage, parking, development standards, and dark skies. The project follows all applicable zoning code requirements. A review of compliance with zoning and dimensional standards can be found in Attachment C. Below is an overview of some of the more noteworthy zoning code requirements for the proposed project.

Off Street Parking and Loading (KMC 17.125.030)

Access to the internal drive for the Bigwood 3 Condominiums is from Saddle Road and Spur Lane. Building D contains two access points from the internal drive. The project is proposing to remove the two existing access points and add a new access point from the internal drive to the Building D parking lot. Please see Figure 2 below for details. In conversations with the applicant and the Fire Department, the change in access to Building D is compliant with Fire Code emergency vehicle access requirements by providing a 26-foot-wide and 150-foot-long access road, which is demonstrated on Sheet L1 of the project plans in Attachment B. Therefore, the realignment of the driveway is acceptable.

Figure 2: Building D Access



Bicycle Parking (KMC 17.125.060)

KMC 17.125.060 outlines uses where bicycle parking is required, which stipulates all uses other than one family dwellings are required to provide one bicycle rack, able to accommodate at least two bicycles, for every four parking spaces. Currently, there are no bicycle racks onsite. For the 50 parking spaces provided for the project, 13 bicycle racks are required. The project is proposing 15 bicycle racks onsite, all of which meet the location, ADA, design, and surface requirements.

Conformance with Design Review Improvements and Standards

During department review, city staff reviewed the project for conformance with all applicable design review improvements and standards outlined in KMC §17.96.060 – *Improvements and Standards*. Staff reviewed the project for conformance with all corresponding city code requirements related to right-of-way improvements including but not limited to sidewalks, street lighting, and on-street parking. Staff believes that either a requirement is not applicable due to the scope of the project, or requirements are met. Please see Attachment C for a review of all design review improvements and standards. Below is an overview of some of the more noteworthy design review criteria for the proposed project.

Compatibility of Design (KMC 17.96.060.E) and Architectural (KMC 17.96.060)

The project proposes three garage/carport structures with shed roofs, charcoal gray metal fascia, and a mix of light gray board and batt and brown decorative block siding. The project design and materials were intentionally chosen to match the existing condominiums on the subject property. Staff believes the proposed project meets the compatibility and architectural design criteria.

Sidewalks (KMC 17.96.060.B)

KMC 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. The subject property is within the T Zone District, which is a district where sidewalks are required per the development standards. However, this project does not qualify as a substantial improvement, therefore, sidewalks are not required to be installed.

Drainage (KMC 17.96.060.C)

The project is proposing to add non-permeable area to the site and sloping runoff to the rear of the garages. The Streets Department recommended providing a drainage detail to manage the runoff. The applicant revised the project plans to include a dry stack retaining wall and drywells to the rear of each new garage/carport structure, as well as added a new drywell between Building E and Building F. With the changes, staff believes the drainage criteria is met.

Architectural (KMC 17.96.060.F)

KMC 17.96.060.F.8 stipulates that building design shall include weather protection devices to prevent snow from sliding on pedestrian circulation areas or adjacent properties. The project plans do not indicate snow retention devices on the roofs proposed structures. Therefore, staff recommend condition of approval #5 requiring the applicant to install snow retention devices on all the garage/carport structures.

IV. STAFF RECOMMENDATION

Staff recommends **approval** of the Design Review application (File No. P21-036) subject to the following conditions:

1. This Design Review approval is based on the architectural plan set dated April 26, 2023, included as Exhibit A to these findings. Building Permit Plans must conform to the approved Design Review plans unless otherwise approved in writing by the Commission or the Planning and Zoning Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
2. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
3. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations.
4. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.
5. The applicant shall install snow retention devices on the roof of each garage/carport structure.

V. RECOMMENDED MOTIONS

Design Review:

"I move to approve the Bigwood 3 Garages Design Review application, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision."

ATTACHMENTS:

- A. Design Review - Application Materials and Supplemental Documents
- B. Design Review Plan Set
- C. Draft Findings of Fact, Conclusions of Law, and Decision
- D. Public Comment



City of Ketchum

Attachment A: Design Review Application Materials & Supplemental Documents



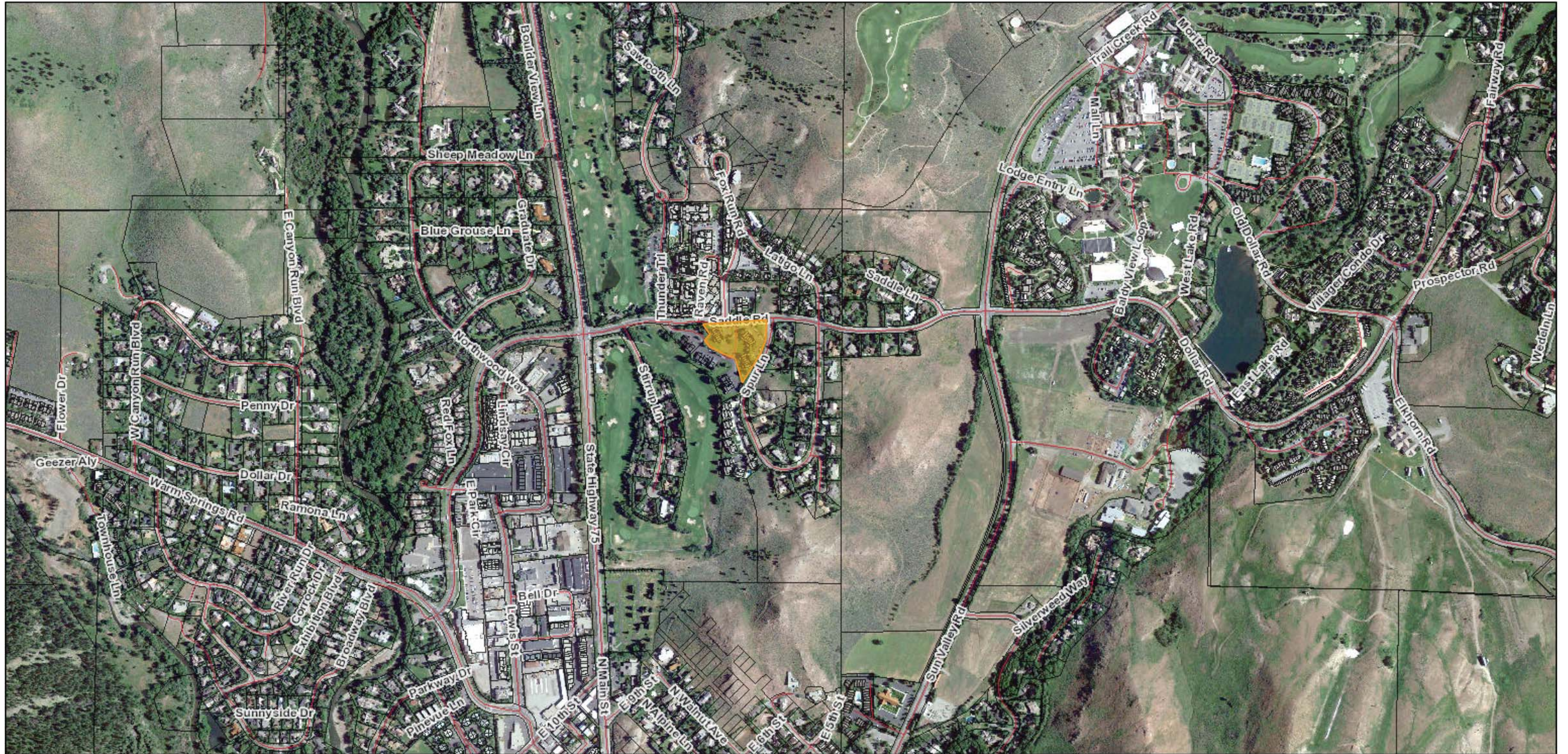
City of Ketchum
Planning & Building

Design Review Application

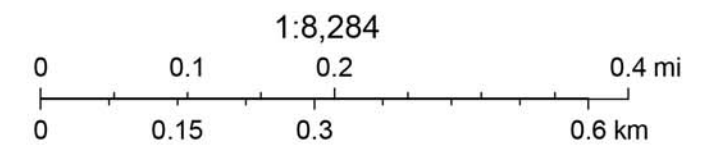
OFFICIAL USE ONLY
File Number:
Date Received:
By:
Pre-Application Fee Paid:
Design Review Fee Paid:
Approved Date:
Denied Date:
By:
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>

APPLICANT INFORMATION			
Project Name: Bigwood III Garages		Phone: 240-472-9665	
Owner: Bigwood Condo #3		Mailing Address: Po Box 1294 Ketchum, ID 83340	
Email: jurstrobos@me.com			
Architect/Representative: Chad Blincoe		Phone: 208-928-7809	
Email: chad@blincoearchitecture.com		Mailing Address: PO Box 4424 Ketchum ID 83340	
Architect License Number: AR-984802			
Engineer of Record: Dave Konrad/Konrad Stohler Engineering		Phone: 208-928-781	
Email: kse@ksengr.net		Mailing Address: 614 S. Main St, Bellevue ID 83313	
Engineer License Number: 8618			
<i>All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.</i>			
PROJECT INFORMATION			
Legal Land Description: Bigwood Condos #3 Common Area			
Street Address: 127 Saddle Rd, Ketchum ID, 83340			
Lot Area (Square Feet): 2.559 Acre			
Zoning District: T			
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain			
Type of Construction: <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Other			
Anticipated Use: U		Number of Residential Units:	
TOTAL FLOOR AREA			
	Proposed	Existing	
Basements Garage 1	1,238	Sq. Ft.	Sq. Ft.
1 st Floor Garage 2	2,672	Sq. Ft.	Sq. Ft.
2 nd Floor Garage 3	2,096	Sq. Ft.	Sq. Ft.
3 rd Floor		Sq. Ft.	Sq. Ft.
Mezzanine		Sq. Ft.	Sq. Ft.
Total		Sq. Ft.	Sq. Ft.
FLOOR AREA RATIO			
Community Core:		Tourist:	General Residential-High:
BUILDING COVERAGE/OPEN SPACE			
Percent of Building Coverage:			
DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: N/A	Side: N/A	Side: N/A	Rear: N/A
Building Height: 18'-0"			
OFF STREET PARKING			
Parking Spaces Provided: N/A			
Curb Cut:	Sq. Ft.	%	
WATER SYSTEM			
<input type="checkbox"/> Municipal Service		<input type="checkbox"/> Ketchum Spring Water	

Parcel Information Map



March 16, 2021



THE BIGWOOD CONDOMINIUMS NO. 3, INC.

**BOARD RESOLUTION RE:
PARKING ASSIGNMENT RULE**

WHEREAS, The Bigwood Condominiums No. 3, Inc (the "Association") is the Management Body charged with managing the Bigwood Condominium No. 3 (the "Project") pursuant to the Condominium Declaration for Bigwood Condominium No. 3 and the First through Fifth Amendments thereto recorded as Instrument Nos. 153422, 378764, 436477, 436478, 484786 and 676965 in the official Records of Blaine County, Idaho (collectively, the "Declaration"). The Association is managed by its Board of Directors.

WHEREAS, Pursuant to Section 8.2 of the Declaration, the Association is the party responsible for the management and control of the Common Area, including Limited Common Area, as those terms are defined in the Declaration; and pursuant to Section 8.5 of the Declaration, the Association has the authority to make rules assigning particular portions of the Common Area for the exclusive use by Owners of particular Condominiums, including, but not limited to, parking structures; and pursuant to Section 8.6 of the Declaration, the Association may exercise all rights and privileges reasonably implied by or reasonably necessary to effectuate any right or privilege set forth in the Declaration

WHEREAS, the Board of Directors of the Association have determined that it is in the best interests of the Association and owners to adopt a Parking Assignment Rule, whereby Owners may be assigned exclusive use parking spaces in the Common Area through Limited Common Areas Easements and provide or construction of parking structures on said limited common area;

NOW, THEREFORE, be it

RESOLVED, that the Association adopt a *Parking Assignment Rule* as follows:

1. The Association shall offer a Limited Common Area Easements for the Purpose of Garage / Carport ("**Limited Common Area Easement**") in the form attached hereto as Exhibit A;
2. Each Owner accepting a Limited Common Area Easement shall be responsible for all obligations of the Grantee contained in the Limited Common Area Easement;

**THE BIGWOOD CONDOMINIUMS NO. 3, INC.
BOARD RESOLUTION RE: PARKING ASSIGNMENT RULE - 1**

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3. Each Owner accepting a Limited Common Area Easement shall be required to pay for Parking Structure improvements made within the Limited Common Area for their benefit in accordance with the Payment Schedule attached hereto as Exhibit B;

4. The location of the Parking Structures shall be consistent with the Assignment of Parking Structures list attached hereto as Exhibit C;

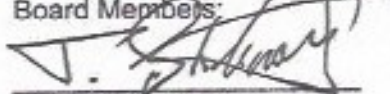
5. The Board may make such additional Rules governing the Parking Structures as it may deem to be in the best interest of the Association in the management of the parking structures.


RESOLVED, that the Association is authorized to enter into Limited Common Area Easements in accordance with the Parking Assignment Rule and that the President of the Association be authorized on behalf of the Association to execute said easements on behalf of the Association.

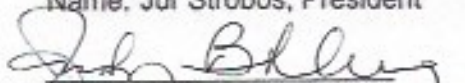
RESOLVED, that in connection with the Parking Assignment Rule and the consummation of the Limited Common Area Easements contemplated therein, the President of the Association is on behalf of the Association to take all such further actions, and to execute and deliver all such further agreements, instruments and other documents, in the name and on behalf of the Association which shall in his judgment be deemed necessary proper or advisable, in order to carry out the intent and effectuate the purposes of these resolutions.

Adopted this 15th day of October 2022

Bigwood Condominiums No. 3, Inc.
Board Members:


Name: Jur Strobos, President


Name: Rebecca Johnson, Treasurer


Name: Judy Blumberg, Secretary

**THE BIGWOOD CONDOMINIUMS NO. 3, INC.
BOARD RESOLUTION RE: PARKING ASSIGNMENT RULE - 2**

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EXHIBIT A

Form of Limited Common Area Easement

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After recording return to:

James R. Laski
Lawson Laski Clark, PLLC
P.O. Box 3310
Ketchum, ID 83340

This space reserved for recording purposes.

COUNTY OF BLAINE, IDAHO

**LIMITED COMMON AREA EASEMENT
FOR PURPOSE OF GARAGE / CARPORT**

THIS EXCLUSIVE USE COMMON AREA EASEMENT AGREEMENT (this "Agreement"), is made and entered into this ____ day of ____ 2022, by and among THE BIGWOOD CONDOMINIUMS NO. 3, INC., an Idaho nonprofit corporation (the "Association"), whose mailing address is 2162, Ketchum, ID 83340 and _____ whose mailing address is _____ ("Grantee").

RECITALS

A. The Association is the Management Body charged with managing the Bigwood Condominium No. 3 (the "Project") pursuant to the Condominium Declaration for Bigwood Condominium No. 3 and the First through Fifth Amendments thereto recorded as Instrument Nos. 153422, 378764, 436477, 436478, 484786 and 676965 in the official Records of Blaine County, Idaho (collectively, the "Declaration").

B. Pursuant to Section 8.2 of the Declaration, the Association is the party responsible for the management and control of the Common Area, including Limited Common Area (the "Servient Estate"), as those terms are defined in the Declaration.

C. Pursuant to Section 8.5 of the Declaration, the Association has the authority to make rules assigning particular portions of the Common Area for the exclusive use by Owners of particular Condominiums, including, but not limited to, parking structures.

D. Pursuant to Section 8.6 of the Declaration, the Association may exercise all rights and privileges reasonably implied by or reasonably necessary to effectuate any right or privilege set forth in the Declaration.

E. By resolution dated October 15, 2022, the Association has adopted a Rule assigning individual parking spaces in the Common Area be for exclusive use of the

THE BIGWOOD CONDOMINIUMS NO. 3, INC.
BOARD RESOLUTION RE: PARKING ASSIGNMENT RULE - 4

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Owner of each Condominium and for the development of parking structures associated with such assigned spaces (the "Parking Assignment Rule").

F. Grantee is the Owner of the Bigwood Condominiums No. 3 Unit No. _____, as shown on the Condominium Plat recorded on December 19, 1973 as Instrument No. 152364, records of Blaine County, Idaho (the "Benefited Property"), which includes exclusive rights to use Limited Common Area appurtenant thereto.

G. The Association and Grantee now desire to substantiate the assignment of exclusive use common area pursuant to the Parking Assignment Rule and to create an Easement over the Easement Area on the terms and conditions set forth in this Agreement for the limited purpose of allowing the construction, installation, maintenance, and use of certain improvements as more particularly set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** Any capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Declaration.

2. **Grant of Limited Common Area Easement.** The Association hereby grants to Grantee, as owner of the Benefited Property, and to Grantee's contractors, employees, agents, licensees, and invitees (collectively, the "Permittees"), for the benefit of the Benefited Property, a right of exclusive use for the limited purpose of storage and automobile parking (the "Easement"). The Easement is for the limited purpose of allowing the Association, on behalf of Grantee, the right to construct a garage / carport (the "Improvements") and to allow Grantee the right to maintain, repair, and use the Improvements on, over, and across a portion of the Servient Estate as described on **Exhibit A** (the "Easement Area") attached hereto. Grantee hereby acknowledges and agrees that the Easement: (a) is for the limited purposes and on the terms and conditions as described herein and shall not be deemed to grant any rights in or to the Easement Area or the Servient Estate other than those specifically identified in this Agreement; (b) remains subject to all of the terms and provisions of the Declaration (including the rights of the Association thereunder), except as expressly provided herein; (c) may not be separated from the Benefited Property by sale of lease to any third party; and (d) may not be used for any purpose other than vehicle parking and general storage. The Grantee consents to and authorizes the Association to obtain appropriate building permits for construction consistent herewith over the Easement Area.

3. **Construction, Maintenance and Repair.**

THE BIGWOOD CONDOMINIUMS NO. 3, INC.
BOARD RESOLUTION RE: PARKING ASSIGNMENT RULE - 5

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3.1 Approval of Plans; Construction. The parties hereby agree and acknowledge that the architectural plans and specifications for the Improvements have been approved by the Association in accordance with the Declaration. Grantor agrees to perform, at Grantee's sole cost and expense, all work necessary in connection with the construction and installation of the Improvements on the Easement Area, subject to the terms and conditions of the approval, this Agreement and the Declaration. Grantee's shall pay for said costs in accordance with the Payment Schedule attached to the Parking Assignment Rule.

3.2 Maintenance and Repair. The parties hereby acknowledge and agree that from the date of this Agreement, Grantee, at its sole expense, shall be responsible for the maintenance and repair of the Easement Area including, without limitation, the maintenance, repair, and replacement of any structures, and any other improvements or equipment within the Easement Area, and that the Association shall have no further responsibility for the maintenance and repair of the Easement Area or the Improvements thereon; provided, however, that the Association shall retain the right, but not the obligation, to maintain the exterior surfaces and any other improvements (if any) within the Easement Area. Grantee shall, at Grantee's sole cost and expense, maintain and repair the Improvements and the Easement Area in such a manner as to ensure that the Easement Area is functional and aesthetically pleasing, consistent with the Declaration and any other rules or requirements imposed on Grantee or the Easement Area by the Association (including, without limitation, keeping the Easement Area free from nuisance, debris, and obstructions). Grantee shall, at its sole cost and expense, promptly repair or restore any area on the Servient Estate that is damaged or otherwise affected by the use of or entry onto the Easement Area or the Servient Estate by Grantee or its Permittees to the same or better condition as existed immediately prior to such use of or entry onto the Servient Estate. Grantee shall be responsible for payment its use of electric vehicle (EV) charging through metered charging stations located in the parking structures.

3.3 Right to Repair. In the event that Grantee does not perform its obligations as set forth in this Section 3, the Association, at its option, shall have the right, but not the obligation, upon ten (10) days' prior written notice to Grantee (or such notice as is reasonable, if any, in the case of an emergency which threatens imminent harm or death to persons or substantial damage to property), to maintain or repair the Easement Area or Improvements thereon, and Grantee shall reimburse it for any and all costs incurred for such work within ten (10) days after the Association's written request therefor. The parties acknowledge that the rights and remedies available under this Section 3.3 are in addition to, and not exclusive of, any other rights or remedies that the Association may have under the Declaration, any rules promulgated by the Association, or under any of the Association's corporate documents.

3.4 Compliance with Laws. Any and all work conducted by Grantee pursuant to this Section 3 shall be completed in a good and workmanlike manner and in

accordance with all applicable laws, rules, regulations, and local ordinances, and shall not disrupt or otherwise interfere with the Association's use of the Servient Estate.

4. Liens. Grantee shall keep the Easement Area free of any and all mechanics' or materialmen's liens arising out of or in connection with Grantee's use of the Easement Area. In the event any such lien is filed, Grantee shall cause such lien to be removed within thirty (30) days from the filing of such lien, either by paying the indebtedness which gave rise to such lien or by posting a bond or other security as required by law to obtain such release and discharge. In the event that Grantee does not timely obtain a release of such lien, the Association, at its option, shall have the right to bond for or otherwise obtain a release of the lien and collect all expenses incurred in connection therewith from Grantee, which shall be paid within fifteen (15) days from the Association's delivery of an invoice to Grantee therefor.

5. Indemnification and Release. Grantee hereby discharges and releases and agrees to indemnify, defend (with counsel acceptable to the Association), and hold the Association harmless from and against any and all claims, losses, liabilities, damages, actions, proceedings, or judgments of whatever kind or nature, liens, penalties, fines, and any and all costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and costs of suit) arising from or related to Grantee's or its Permittees': (a) construction, installation, use, or maintenance of the Improvements; (b) use of or activities on, over, under, or otherwise within the Easement Area; or (c) performance or non-performance of any of the terms of this Agreement; provided, however, that the foregoing indemnification shall not apply to any such claims based solely on the willful or negligent acts or omissions of the Association.

6. No Warranties. THE ASSOCIATION MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE EASEMENT OR THE EASEMENT AREA IS CURRENTLY, NOR WILL IT IN THE FUTURE BE, ADEQUATE, SUITABLE, OR SUFFICIENT FOR GRANTEE'S INTENDED USE. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE ASSOCIATION IS UNDER NO OBLIGATION TO, AND THE ASSOCIATION SHALL HAVE NO CURRENT OR FUTURE RESPONSIBILITY TO PROVIDE TO GRANTEE ANY RIGHTS (INCLUDING WATER OR OTHER UTILITY RIGHTS) IN CONNECTION WITH THE INSTALLATION, CONSTRUCTION, USE, OR MAINTENANCE OF THE IMPROVEMENTS ON THE EASEMENT AREA. THE PARTIES FURTHER ACKNOWLEDGE THAT THE ASSOCIATION MAKES NO REPRESENTATION OR WARRANTY TO GRANTEE THAT THERE CURRENTLY ARE, OR AT ANY POINT IN THE FUTURE WILL BE (EVEN IF SUCH RIGHTS OR SERVICES CURRENTLY EXIST), SUFFICIENT UTILITY OR WATER RIGHTS OR SERVICES TO INSTALL, CONSTRUCT, MAINTAIN, OR USE THE EASEMENT AREA OR THE IMPROVEMENTS THEREON. GRANTEE HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT GRANTEE AND ITS PERMITTEES SHALL USE THE EASEMENT AND THE EASEMENT AREA AT THEIR OWN RISK, AND THAT THE ASSOCIATION SHALL HAVE NO LIABILITY THEREFOR, EXCEPT FOR ANY CLAIMS ARISING OUT OF THE GROSS NEGLIGENCE OR

**THE BIGWOOD CONDOMINIUMS NO. 3, INC.
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WILLFUL MISCONDUCT OF THE ASSOCIATION. FURTHERMORE, IN THE EVENT THAT THE EASEMENT AREA IS DAMAGED, DESTROYED, OR OTHERWISE BECOMES INOPERATIVE OR INACCESSIBLE FOR ANY REASON (INCLUDING BUT NOT LIMITED TO, AS A RESULT OF A REDUCTION IN OR ELIMINATION OF ACCESS TO UTILITY LINES OR WATER SERVICES ON THE EASEMENT AREA) OTHER THAN THROUGH THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ASSOCIATION, THE ASSOCIATION SHALL NOT HAVE OR BE SUBJECT TO ANY LIABILITY FOR GRANTEE'S INABILITY TO USE THE EASEMENT AREA OR MAINTAIN OR REPAIR THE IMPROVEMENTS THEREON CONSISTENT WITH GRANTEE'S INTENDED PURPOSE.

7. **Default.** In the event of a default hereunder, each party shall have all rights and remedies available to it at law, in equity, or as otherwise set forth in this Agreement or the Declaration, including without limitation, the right to seek specific performance and/or obtain an injunction to enforce the terms and conditions of this Agreement. Upon an event of default by Grantee that is not cured within thirty (30) days from the noticing party's written notice to Grantee of such default, the Association shall have the right (but shall not be obligated) to terminate this Agreement by providing Grantee with written notice of same. Upon such termination, (i) the Association will execute and cause to be recorded in the real property records of Blaine County, Idaho a Termination of Easement Agreement to evidence such termination; and (ii) the noticing party may, in such party's sole discretion, remove the Improvements from the Easement Area, and Grantee shall reimburse the removing party for any and all costs incurred by such party for such work within ten (10) days after such party's written request therefor.

8. **General Provisions.**

8.1 Attorneys' Fees. If either party commences legal proceedings for any relief against the party arising out of this Agreement, the prevailing party shall be entitled to an award of legal costs and expenses, including, but not limited to, reasonable attorneys' fees as determined by a court of competent jurisdiction. The prevailing party shall be that party receiving substantially the relief sought in the proceeding, regardless of whether such proceeding was brought to final judgment.

8.2 Amendment and Waiver. Except as otherwise provided herein, no amendment, modification, waiver, discharge, or termination of this Agreement shall be valid unless the same is in writing, duly executed and acknowledged by all of the parties hereto, or their respective designees or successors-in-interest, and recorded in the official records of Blaine County, Idaho. No failure or delay on the part of any party in exercising any right granted to it under this Agreement, regardless of the length of time for which such failure or delay shall continue, will operate as a waiver of or impair any such right. No waiver of any breach or condition of this Agreement will or shall be deemed to operate as a waiver of any other or subsequent breach or condition.

8.3 Computation of Time Periods. Unless otherwise specifically provided in this Agreement, all periods of time referred to in this Agreement shall include all Saturdays, Sundays, and state or national holidays; provided, however, that if the date or last date to perform any act or give any notice or approval shall fall on Saturday, Sunday, or a state or national holiday, such act or notice may be timely performed or given on the next succeeding business day.

8.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original when executed, but which counterparts together shall constitute one and the same instrument.

8.5 Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the Easement described herein and supersedes all prior and contemporaneous agreements and/or understandings, whether written or oral, between the parties hereto relating to the subject matter hereof; provided, however, that this Agreement is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument recorded in the official records of Blaine County, Idaho against either the Benefitted Property or the Servient Estate including the Declaration. In the event of a conflict between the provisions contained in the Declaration and this Agreement, the provisions contained in this Agreement shall govern. The Recitals set forth above and all exhibits referred to herein and attached to this Agreement are incorporated into this Agreement as if set forth in full.

8.6 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to the choice-of-law or conflicts-of-laws principles of such state.

8.7 Interpretation and Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of the singular shall include the plural, and the use of the plural shall include the singular. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

8.8 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Servient Estate, Benefitted Property, or the Easement Area to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

8.9 No Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person or entity not a party or successor or assign of a party hereto.

**THE BIGWOOD CONDOMINIUMS NO. 3, INC.
BOARD RESOLUTION RE: PARKING ASSIGNMENT RULE - 9**

12451-001

Page 9 of 16

8.10 Negotiated Terms. This Agreement has been fully negotiated at arms' length among the signatories hereto, and after advice by counsel and other representatives chosen by such signatories, and such signatories are fully informed with respect thereto. No such signatory shall be deemed the scrivener of this Agreement, and this Agreement and the exhibits attached hereto shall be construed as a whole according to their common meaning and not strictly for or against either Party.

8.11 Notices. Whenever a party to this Agreement is required or permitted under this Agreement to provide the other party with any notice, request, demand, consent, or approval ("Notices"), the Notices must be given in writing and delivered to the other party at the address or facsimile number set forth below: (a) personally; (b) by a reputable overnight courier service; (c) by certified mail, postage prepaid, return receipt requested; or (d) by e-mail or facsimile transmission. Either party may change its address for Notices by written notice to the other party delivered in the manner set forth above. Notices will be deemed to have been duly given: (i) on the date personally delivered; (ii) one (1) business day after delivery to an overnight courier service with next-day service requested; (iii) on the third (3rd) business day after mailing, if mailed using certified mail; or (iv) on the date sent when delivered by facsimile or e-mail (so long as a copy of the Notice is sent by one of the other means permitted hereunder on or before the next business day).

IF TO THE
ASSOCIATION: The BigWood Condominiums No. 3, Inc.
P. O. Box 2162
Ketchum, ID 83340

IF TO GRANTEE: Unit _____

8.12 Recordation. This Agreement shall be recorded in the real property records of Blaine County, Idaho.

8.13 Runs with Land; Successors and Assigns. This Agreement shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. At such time as a party or its successor ceases to have an interest in such party's parcel, such party or successor shall thereupon be deemed released and discharged from any and all obligations under this Agreement accruing thereafter.

8.14 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or

**THE BIGWOOD CONDOMINIUMS NO. 3, INC.
BOARD RESOLUTION RE: PARKING ASSIGNMENT RULE - 10**

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unenforceable only to the extent of such determination, which shall not invalidate or otherwise make ineffective any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

STATE OF _____)

County of _____)

GRANTOR:

THE BIGWOOD CONOMINIUM No. 3, INC., an Idaho non-profit corporation

By: _____
Its: President, Bigwood 3 Condominium,
Inc., Homeowner's Association

Grantee:

By: _____
Its: _____

STATE OF _____)
County of _____) ss: _____)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public, personally appeared _____, known or identified to me to be the _____ of The Bigwood Condominiums No. 3, Inc., the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of said company.

WITNESS MY HAND AND SEAL

**THE BIGWOOD CONDOMINIUMS NO. 3, INC.
BOARD RESOLUTION RE: PARKING ASSIGNMENT RULE - 11**

12451-001

DRAFT

(To EXCLUSIVE USE LIMITED)

NOTARY PUBLIC for _____
Residing at: _____
Commission Expires _____

STATE OF _____)
) ss:
County of _____)

Subject to Application

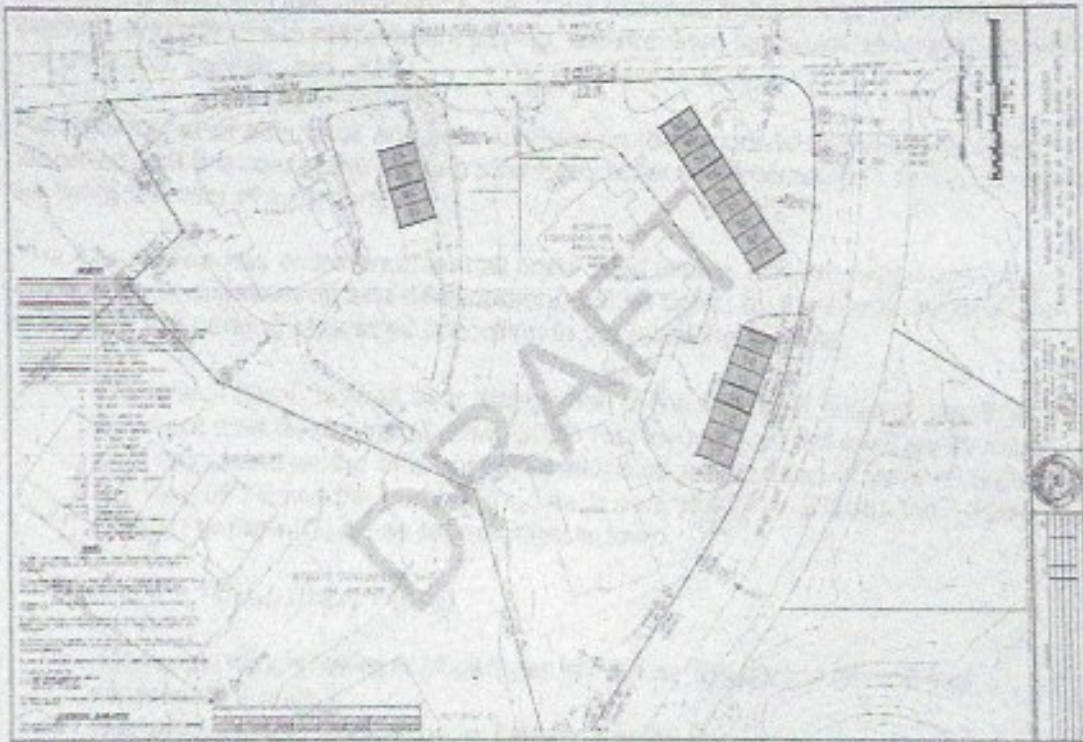
On this ___ day of _____, 2022, before me, the undersigned, a Notary Public, personally appeared _____, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS MY HAND AND SEAL

NOTARY PUBLIC for _____
Residing at: _____
Commission Expires _____

DRAFT

EXHIBIT A
[To EXCLUSIVE USE LIMITED COMMON AREA DRAFT AGREEMENT]
Easement Area
[DRAFT -
Final Subject to Modification]



THE BIGWOOD CONDOMINIUMS NO. 3, INC.
BOARD RESOLUTION RE: PARKING ASSIGNMENT RULE - 13

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EXHIBIT B

Payment Schedule

Payment Amount

The Association having incurred costs including, without limitation, legal fees, architectural fees, landscape architect fees, surveying fees, fees to the City of Ketchum, etc., for the planning and development and will continue to bear such fees as well as bearing all costs of site preparation, paving, construction, landscaping related to such construction, permits, etc., AND,

Reflective of prior estimates and bids received on the proposed construction, has identified that the cost of the parking structures reflects the conclusion that a garage will be twice the cost of a carport,

The Association has determined that all costs cited above, and any other unexpected costs of such construction and development, will be borne by the eventual beneficial owners of the parking structures according to the following formula:

- Owners of carports shall bear that portion of the total cost, at each incremental payment time determined below, which represents 1 unit of cost, such unit of cost calculated as the total cost (TC) allocated at that interval (time n) divided by the total of 1 times the number (n_{CP}) each carport (CP) + 2 times the number (n_G) of each garage (G) or, as represented below:

$$1 \text{ unit} = TC_{\text{time } n} / (n_{CP} + 2n_G)$$

- Correspondingly, owners of garages shall bear the portion of cost that represents 2 units.
- See also, sample calculation in Table in Exhibit C.

Payment Schedule

1. The first payment shall be made upon execution by the Grantee and Grantor of the Exclusive Use Limited Common Area Easement Agreement and shall be 1 unit for each carport Grantee and 2 units for each garage Grantee of the total costs incurred to date (e.g., architectural fees, City of Ketchum, legal fees, landscape architect fees, surveyor fees), the execution of such Agreement taking place promptly after approval of the proposal by the city and county authorities.

2. The second payment shall be made upon acceptance of a bid by the Board of Directors from one or more construction companies and the amount shall be 50% of the bid (defined as the Total Cost for payment 2) so that each carport grantee shall pay 1 unit of that Total Cost₂ and each garage Grantee shall pay 2 units of that Total Cost.
3. The third payment shall be made approximately 2 months before the Board determines that the 50% deposit shall be exhausted and shall be composed of the same amount as the second payment unless there have been changes or modifications that have increased the cost of the bid, in which case, the Total Cost₃ shall be deemed to be that amount estimated to be due upon completion.
4. The fourth payment shall be made upon reconciliation of all costs and shall either be made by the Grantees on the pro rata basis set forth above (per unit) or shall be refunded by the Association to the Grantees on the same pro rata basis if there is an overage.

The Board reserves the right to assess a payment at other times, in addition to the four set forth above, as may be necessary given that construction costs and other costs set forth above are not entirely predictable nor is the time course of construction.

EXHIBIT C

Assignment of Parking Structures

Beneficial Owner per Warranty Deed	Unit Designation	Parking Structure Designation
Dawn C. Sabo	D1	Structure 1 Carport 1
Joseph Peter Gawel and Frances Brohan Gawel (Trustees)	D2	Structure 1 Carport 2
Lana and Brian Ellsworth	D3	None
Roy J and Frances Ellsworth	D4	None
Village Timeshare Assn Inc.	D5	None
Village Timeshare Assn Inc.	D6	None
Village Time Share Assn Inc.	D7	None
Sunny Mountains LLC	D8	Structure 1 Garage 1
Jur Strobos	D9	Structure 1 Garage 2
Barbara Curry-James	E1	Structure 2 Carport 1
Dietlinde H Goldman Trust and Dietlinde Goldman Revocable Trust	E2	Structure 2 Carport 3
Barry Rathfon (Trustee), Maureen Rathfon Trust	E3	Structure 2 Carport 2
Dietlinde H Goldman Trust and Dietlinde Goldman Revocable Trust	E4	Structure 2 Carport 4
Sun Valley Partners	E5	Structure 2 Garage 1
Patrick McGuire Amos and Lindsay Ann Amos	E6	Structure 2 Garage 2
Virginia L. Smith	E7	Structure 2 Garage 3
Jeremy W and Nicole T Singer	E8	Structure 2 Carport 5
William McLaughlin and Elizabeth De Long	E9	Structure 2 Carport 6
Gordon Martinen Trustee, Mary L Bennett Trustee	F1	Structure 3 Carport 5
Rebecca Lynn Johnson	F2	Structure 3 Garage 1
Terry and Douglas L Chester	F3	Structure 3 Carport 6
Patrick J Garrison	F4	Structure 3 Carport 2
Clinton L and Anna K Dille	F5	None
Debbie Douville	F6	Structure 3 Carport 1
Judy Blumberg	F7	Structure 3 Carport 3
Jeffrey and Cynthia Harmon	F8	None
Susan and William Fallon	F9	Structure 3 Carport 4
		Garages = 6
		Carports = 14
1 unit cost = total cost at time / 26		

**THE BIGWOOD CONDOMINIUMS NO. 3, INC.
BOARD RESOLUTION RE: PARKING ASSIGNMENT RULE - 16**

12451-001

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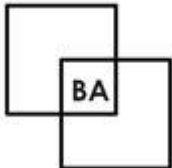
Cliff Mendoza

From: Chad Blincoe
Sent: Monday, October 31, 2022 11:22 AM
To: Cliff Mendoza
Subject: FW: Trash

B3

Blincoe Architecture

P.O. Box 4424
251 Northwood Way, Suite E
Ketchum, Idaho 83340
208-928-7809
Chad@BA-Idaho.com



From: Jur Strobos <jurstrobos@me.com>
Sent: Tuesday, February 15, 2022 10:03 AM
To: Chad Blincoe <chad@blincoearchitecture.com>
Cc: Stacey Ward <sward@communityschool.org>; Judy Blumberg <JudyBnNYC@aol.com>; Sheri Thomas <sheri@bmpmgmt.com>
Subject: Trash

Chad, this is to inform you on behalf of the Board of Directors that the Bigwood 3 Homeowners Association disposes of its own trash. The new parking layout and parking structures will have no impact on this handling of trash.

Jur Strobos MD
President, Bigwood 3 Homeowners Association.
jurstrobos@me.com
+1-763-285-9280



City of Ketchum

Attachment B: Design Review Plan Set

BIGWOOD III GARAGES

MARCH 21st, 2023
BIGWOOD CONDOMINIUM 3
127 SADDLE RD, KETCHUM ID 83340

PROJECT TEAM

ARCHITECT:
Blincoe Architecture
POST OFFICE BOX 4424
KETCHUM, IDAHO 83340
(208) 720-1925

STRUCTURAL ENGINEER:
Konrad Stohler Structural Engineering
614 S. MAIN
BELLEVUE, IDAHO 83713
(208) 928-7810

LANDSCAPE ARCHITECT:
Eggers Associates, P.A.
P.O. BOX 953
KETCHUM, ID 83340
(208) 725-0988

CIVIL/SURVEYOR:
Alpine Enterprises Inc.
250 RIVER ST. E
KETCHUM, ID 83340
(208) 727-1988

GENERAL NOTES:

NOTE:
1. CONTRACTOR TO VERIFY ALL CONDITIONS AND DIMENSIONS AT SITE. ALL INCONSISTENCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING WITH WORK.
2. ANY ERRORS OR OMISSIONS FOUND IN THESE DRAWINGS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY.
3. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
4. ALL DIMENSIONS ARE TO FACE OF STUD OR TO FACE OF FRAMING UNLESS OTHERWISE NOTED.
5. ALL CONSTRUCTION MUST MEET OR EXCEED ALL LOCAL AND NATIONAL GOVERNING CODES AND ORDINANCES. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR SECURING AN AUTHORIZED BUILDING PERMIT AND NOTIFYING THE CITY OF KETCHUM DEPARTMENT, STATE ELECTRICAL, MECHANICAL, AND PLUMBING INSPECTORS FOR APPROPRIATE SITE INSPECTIONS.
6. THE CONTRACTOR IS TO COORDINATE WORK TO MINIMIZE CONFLICTS WITH EXISTING LANDSCAPING TO PREVENT DAMAGE.
7. THE CONTRACTOR IS TO COORDINATE DISPOSAL OF EXISTING WASTE, APPLICATION MATERIAL, AND TRASH. ALL MATERIAL MUST BE DISPOSED OF IN A SAFE AND PROFESSIONAL MANNER.
8. THE UNDERTAKING OF PERIODIC SITE VISITS BY THE ARCHITECT SHALL NOT BE CONSIDERED AS SUPERVISION OF ACTUAL CONSTRUCTION, NOR MAKE HIM RESPONSIBLE FOR PROVIDING A SAFE PLACE FOR THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUBCONTRACTORS, SUPPLIERS, OR THEIR EMPLOYEES.
9. THE ARCHITECT HAS NOT BEEN COMPENSATED OR RETAINED TO PROVIDE DETAILING FOR WATERPROOFING AND ENVELOPE PENETRATIONS.
10. ANY DEFERRED ITEMS ARE THE RESPONSIBILITY OF THE OWNER & GENERAL CONTRACTOR TO PROVIDE SPECIFICATIONS & DOCUMENTATION NEEDED FOR CONSTRUCTION. THE DOCUMENTS PROVIDED ARE BASED ON LIMITED ARCHITECTURAL SERVICE.

CODE COMPLIANCE:

1. MECHANICAL SYSTEMS AND VENTING TO REFLECT COMPLIANCE W/ THE 2018 INTERNATIONAL BUILDING CODE, 2018 INTERNATIONAL ENERGY CONSERVATION CODE, AND 2018 INTERNATIONAL MECHANICAL CODE.
2. PLUMBING VENTING TO REFLECT COMPLIANCE W/ 2018 INTERNATIONAL BUILDING CODE AND 2018 INTERNATIONAL ENERGY CONSERVATION CODE.
3. ALL ELECTRICAL SHALL CONFORM TO 2018 INTERNATIONAL BUILDING CODE, 2018 INTERNATIONAL ENERGY CONSERVATION CODE, AND 2017 NFPA 70

ROOFING: * ALL ROOFING SHALL COMPLY WITH CHAPTER 15 OF THE 2018 INTERNATIONAL BUILDING CODE.

BUILDING ENVELOPE: * SHALL COMPLY WITH SECTION 402 OF THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE.

LIGHTING EQUIPMENT: * SHALL COMPLY WITH SECTION 404.1 OF THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE.

ATTIC ACCESS: * SHALL COMPLY WITH SECTION 402.2.3 OF THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE.

GLASS AND GLAZING: * SHALL COMPLY WITH CHAPTER 24 OF THE 2018 INTERNATIONAL BUILDING CODE.

SHEET INDEX

CS	COVER SHEET
C1	PRELIMINARY PLAT
EC	EXISTING SITE CONDITIONS
L1	SITE PLAN
L2	GRADING PLAN
L3	LANDSCAPE PLAN
A-0	CONSTRUCTION MANAGEMENT PLAN
A-1	GARAGE 1 - FLOOR PLAN/SECTIONS/EXTERIOR PERSPECTIVE
A-2	GARAGE 1 - EXTERIOR ELEVATIONS
A-3	GARAGE 2 - FLOOR PLAN/EXTERIOR PERSPECTIVE
A-4	GARAGE 2 - EXTERIOR ELEVATIONS
A-5	GARAGE 2 - EXTERIOR ELEVATIONS/SECTIONS
A-6	GARAGE 3 - FLOOR PLAN/EXTERIOR PERSPECTIVE
A-7	GARAGE 3 - EXTERIOR ELEVATIONS
A-8	GARAGE 3 - EXTERIOR ELEVATIONS/SECTIONS
A-9	MATERIAL BOARD

ARCHITECTURAL SYMBOLS

INTERIOR ELEVATION CALL OUT:

SECTION REFERENCE:

DETAIL REFERENCE:

INTERIOR ELEVATION KEY:

ELEVATION CALL OUT:

NORTH ARROW:

ROOM NUMBER:

DOOR REFERENCE:

WINDOW REFERENCE:

REVISION REFERENCE:

BUILDING DATA

OCCUPANCY : U

CONSTRUCTION TYPE : II-B UNPROTECTED WOOD FRAME

GARAGE 1		SPACES	AREA
CARPURT	2		611 #
ENCLOSED GARAGE	2		627 #

GARAGE 2		SPACES	AREA
CARPURT	6		1,760 #
ENCLOSED GARAGE	3		912 #

GARAGE 3		SPACES	AREA
CARPURT	6		1,792 #
ENCLOSED GARAGE	1		320 #

EXISTING FAR : (E) GROSS FA 30,870 SQ FT / LOT AREA 114,450 SQ FT = .27 FAR

PROPOSED FAR : (N) GROSS FA 36,887 SQ FT / LOT AREA 114,450 SQ FT = .32 FAR

LOT COVERAGE : 21.5% (EXISTING), 27% (NEW)

OPEN SPACE AREA : 78.5% (EXISTING), 73% (NEW)

PROPERTY AREA : +/- 2.63 ACRE (+/- 114,450 SQ FT)

BUILDING CODE : 2018 INTERNATIONAL BUILDING CODE AS ADOPTED BY THE CITY OF KETCHUM

PROPERTY AREA : +/- 2.63 ACRE (+/- 114,450 SQ FT)

BUILDING CODE : 2018 INTERNATIONAL FIRE CODE AS ADOPTED BY THE CITY OF KETCHUM

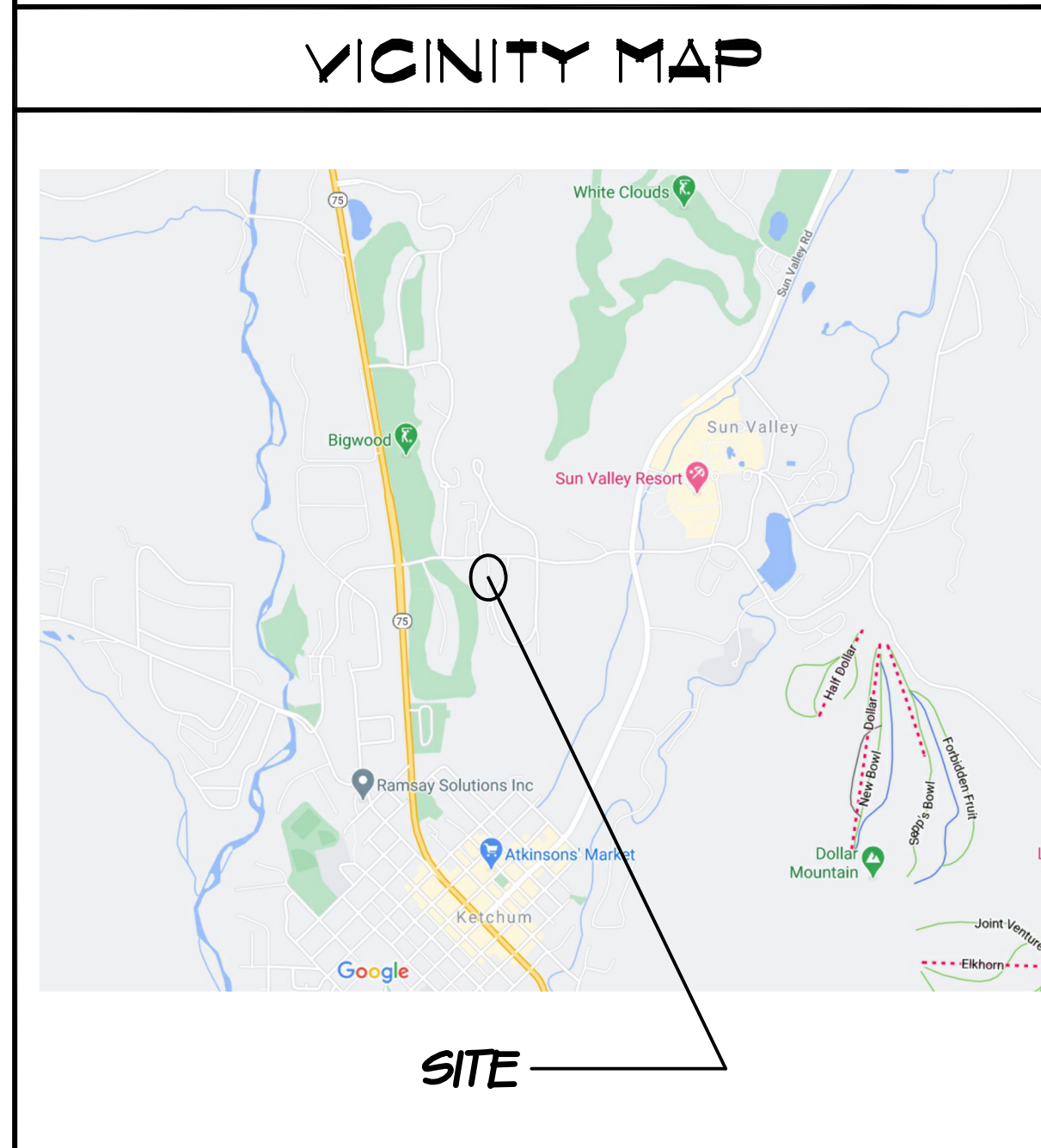
ZONING : T

PHYSICAL ADDRESS : 127 SADDLE ROAD

LEGAL DESCRIPTION : BIGWOOD #3 COMMON AREA

PARCEL NUMBER : RPK07150000000

CITY OF KETCHUM BUILDING DEPARTMENT.
CITY OF KETCHUM FIRE DEPARTMENT



DESIGN REVIEW SET - UPDATED
NOT FOR CONSTRUCTION

www.BlincoeArchitecture.com

Blincoe Architecture

UPSI/REGEC
P.O. Box 4424
Ketchum, Idaho 83340
Tel: 208-720-1925
Email: info@blincoearchitecture.com

LICENSED ARCHITECT
AR 984802

CHAD E. BLINCOE
STATE OF IDAHO

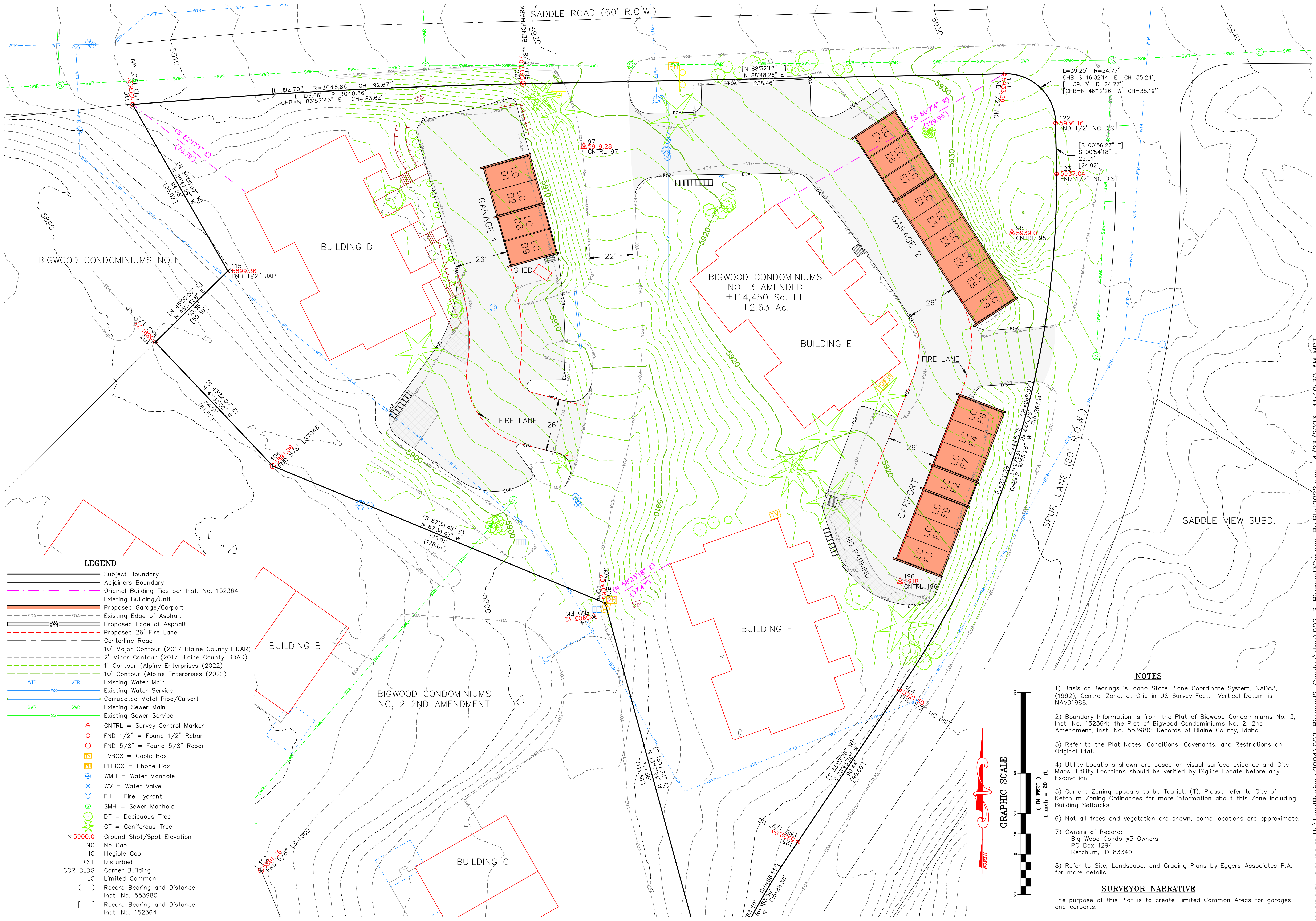
BIGWOOD III GARAGES

BIGWOOD CONDOMINIUM III
127 SADDLE RD, KETCHUM ID 83340

JOB #:	01121
PLOT DATE:	3/21/23
DESIGN REVIEW:	11/8/22
PERMIT:	
CONSTRUCTION:	
REVISIONS:	
△	
△	
△	
△	
△	
△	

CS

OWNERSHIP OF DOCUMENTS: This Drawing and specifications are instruments of service and are the property of the Architect, Blincoe Architecture and is not to be used, in whole or in part, for any other project without written authorization.

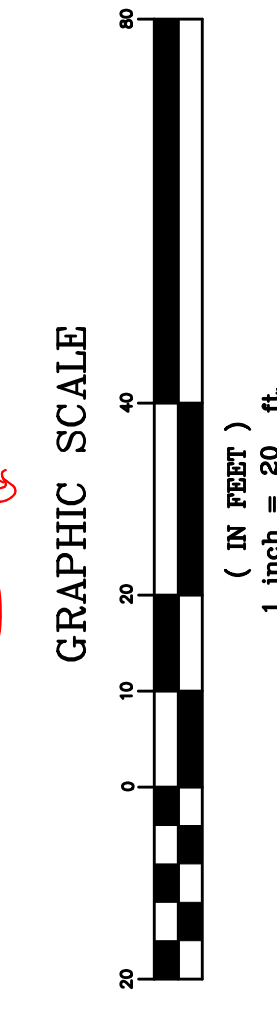


LEGEND

- Subject Boundary
- Adjoiners Boundary
- Original Building Ties per Inst. No. 152364
- Existing Building/Unit
- Proposed Garage/Carport
- Existing Edge of Asphalt
- Proposed Edge of Asphalt
- Proposed 26' Fire Lane
- Centerline Road
- 10' Major Contour (2017 Blaine County LIDAR)
- 2' Minor Contour (2017 Blaine County LIDAR)
- 1' Contour (Alpine Enterprises (2022))
- 10' Contour (Alpine Enterprises (2022))
- Existing Water Main
- Existing Water Service
- Corrugated Metal Pipe/Culvert
- Existing Sewer Main
- Existing Sewer Service
- ▲ CNTRL = Survey Control Marker
- FND 1/2" = Found 1/2" Rebar
- FND 5/8" = Found 5/8" Rebar
- TV TVBOX = Cable Box
- PH PHBOX = Phone Box
- WMH WMH = Water Manhole
- WV WV = Water Valve
- FH FH = Fire Hydrant
- SMH SMH = Sewer Manhole
- DT DT = Deciduous Tree
- CT CT = Coniferous Tree
- x 5900.0 Ground Shot/Spot Elevation
- NC No Cap
- IC Illegible Cap
- DIST Disturbed
- COR BLDG Corner Building
- LC Limited Common
- () Record Bearing and Distance
Inst. No. 553980
- [] Record Bearing and Distance
Inst. No. 152364

NOTES

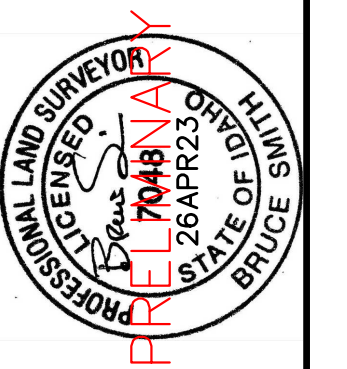
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, (1992), Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
- 2) Boundary Information is from the Plat of Bigwood Condominiums No. 3, Inst. No. 152364; the Plat of Bigwood Condominiums No. 2, 2nd Amendment, Inst. No. 553980; Records of Blaine County, Idaho.
- 3) Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plat.
- 4) Utility Locations shown are based on visual surface evidence and City Maps. Utility Locations should be verified by Digline Locate before any Excavation.
- 5) Current Zoning appears to be Tourist, (T). Please refer to City of Ketchum Zoning Ordinances for more information about this Zone including Building Setbacks.
- 6) Not all trees and vegetation are shown, some locations are approximate.
- 7) Owners of Record:
Big Wood Condo #3 Owners
PO Box 1294
Ketchum, ID 83340
- 8) Refer to Site, Landscape, and Grading Plans by Eggers Associates P.A. for more details.



SURVEYOR NARRATIVE

The purpose of this Plat is to create Limited Common Areas for garages and carports.

PROJECT PATH AND PRINT DATE: U:\LandProjects2004\902_Bigwood2_Condos_PrePlat2022.dwg 4/23/2023 11:10:30 AM MDT



REVISIONS	NO	DATE	BY
UPDATED PROPOSED EOA & FIRE LANE	1	02MAR23	BRB
REVISED	2	26APR23	AHN

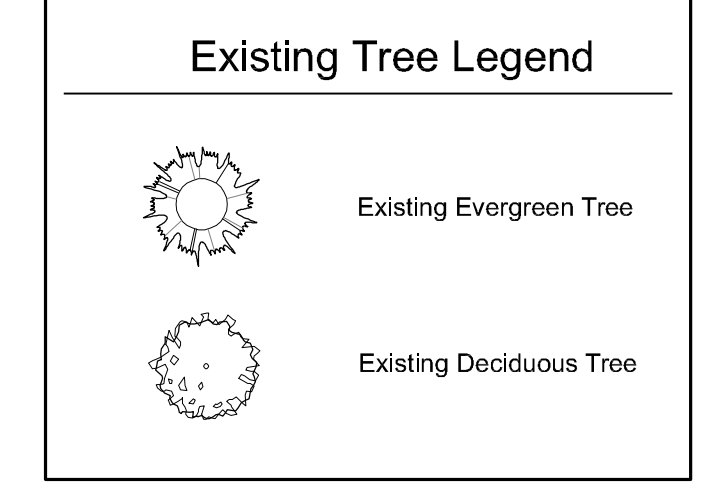
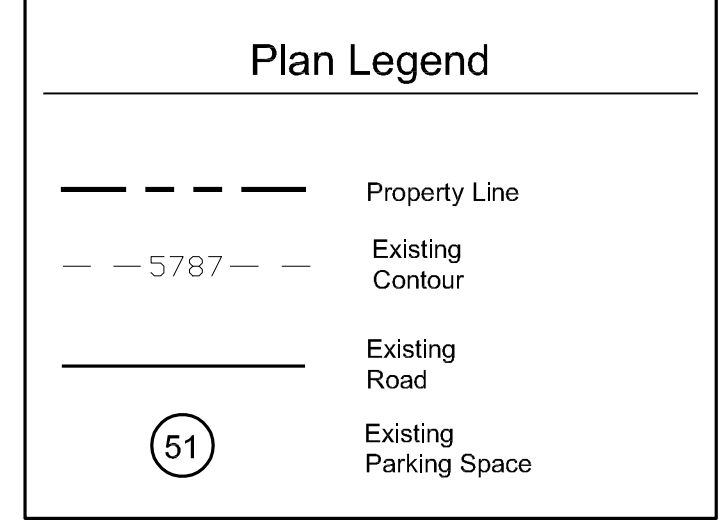
A PRELIMINARY PLAT SHOWING
BIGWOOD CONDOMINIUMS NO. 3 AMENDED
 WITHIN S.7, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR BIG WOOD CONDO OWNERS NO. 3

Alpine Enterprises Inc.
 Surveying, Mapping, Civil Engineering,
 and Natural Hazards Consulting
 660 Bell Dr., Unit 1
 P.O. Box 2037, Ketchum, ID 83340 USA
 (208) 722-1968
 email: bdm@alpineenterprisesinc.com



General Notes

1. Base map information taken from survey by Patterson & Puchner Engineers dated 11/20/73, Benchmark Associates 07/07/16, Alpine Enterprises 03/03/23 and from on-site information. Architectural information provided by Blincoe Architecture dated 01/25/21. Contractor shall verify conditions in the field prior to construction.
2. Landscape architect is not responsible for any deviation from these plans, unless such changes are authorized by the landscape architect in writing.
3. All existing utilities are underground. All new utilities shall be underground.
4. Site serviced by City of Ketchum.



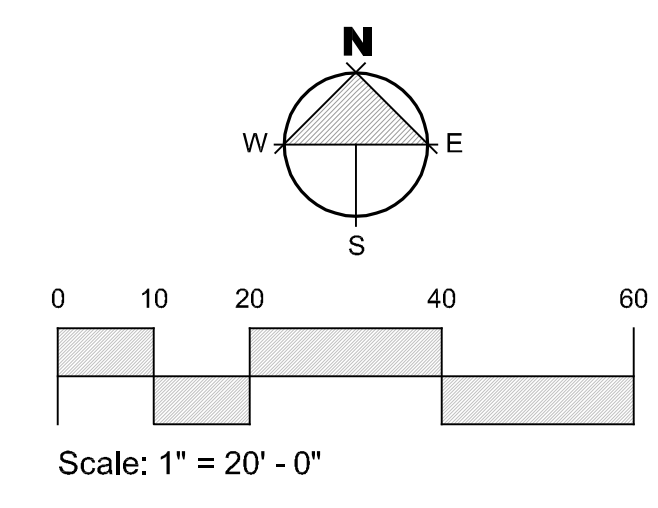
Existing Parking

(51) = Existing Parking Space

Total Number Of Existing Spaces = 51

Proposed Parking

Garages: (G1)	6
Carpools: (CP1)	14
Open: (1)	30
Total Parking:	50



Bigwood Condos #3

EGGERS ASSOCIATES, P.A.
landscape architecture

T: (208) 725-0988
F: (208) 725-0972

P.O. Box 955
Ketchum, ID 83740

127 Saddle Road
Bigwood Condos #3
Ketchum, Idaho

Job No: 20.41

Scale: 1" = 20'-0"

Issue/Revisions:	Date:
Design Review	03/15/21
RVSD	05/20/21
RVSD	11/08/22
RVSD	02/14/23
RVSD	04/24/23

All information appearing herein shall not be duplicated, discharged or otherwise used without the written consent of Eggers Associates P.A.

Sheet Title:
Existing Conditions

Sheet No:
EC

General Notes

1. Base map information taken from survey by Patterson & Puchner Engineers dated 11/20/73, Benchmark Associates 07/07/16, Alpine Enterprises 03/03/23 and from on-site information. Architectural information provided by Blincoe Architecture dated 01/25/21. Contractor shall verify conditions in the field prior to construction.
2. Landscape architect is not responsible for any deviation from these plans, unless such changes are authorized by the landscape architect in writing.
3. All existing utilities are underground. All new utilities shall be underground.
4. Site serviced by City of Ketchum.

Plan Legend

- Property Line
- Minimum Setback
- Existing Edge Of Pavement
- Road
- Fire Lane
- No Parking Zone
- Drystack Retaining Wall

Building Coverage

Existing Buildings:	24,687 Sq. Ft
Proposed Buildings:	5,760 Sq. Ft
Total Lot Coverage:	30,447 Sq. Ft
Lot Area:	114,528 Sq. Ft
Percent Coverage:	27%

Snow Storage

Parking Area Linear Feet:	836 Ft.
	/ 55
	X 150
Required Snow Storage:	2,280 Sq. Ft
Proposed Snow Storage:	16,500 Sq. Ft

Bike Racks

One Rack For Two Bikes
Per Four Parking Spaces

Total Proposed Parking:	50
Total Required Bike Racks:	13
Total Proposed Bike Racks:	15 For 30 Bikes

Parking Requirements

Minimum Size:	9' x 18'
ADA Size:	9' x 18' - With 60" Access Aisle
Unit Size:	Required Parking
< 750 Sq. Ft	0
750-2,000 Sq. Ft	1
> 2,001 Sq. Ft	2

Units

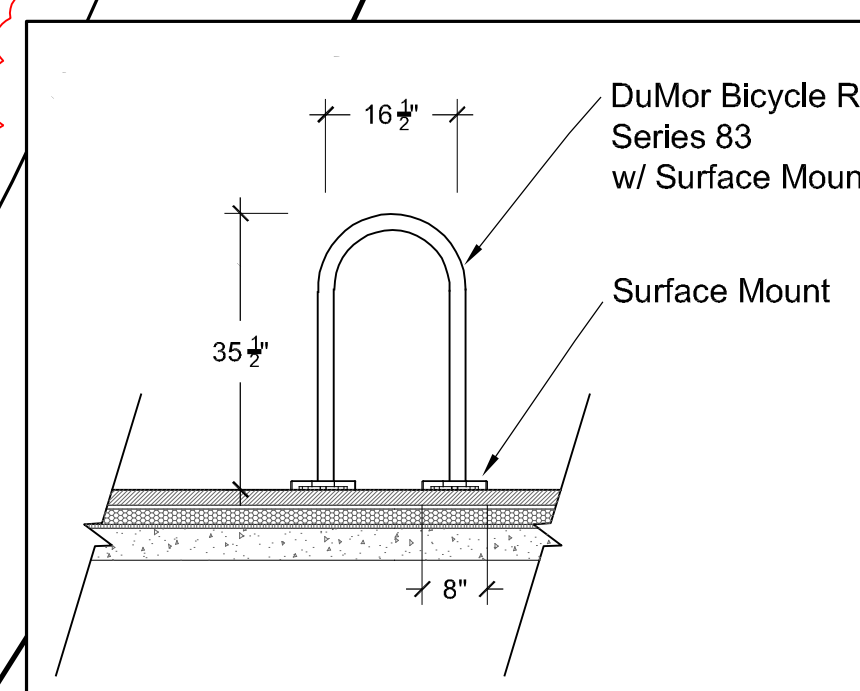
Unit #	Sq. Ft	Required Parking
1	855	1
2	1,312	1
3	1,312	1
4	1,057	1
5	1,211	1
6	1,312	1
7	1,057	1
8	855	1
9	1,312	1
Total Units		Total Required Parking
27		27

NOTE:

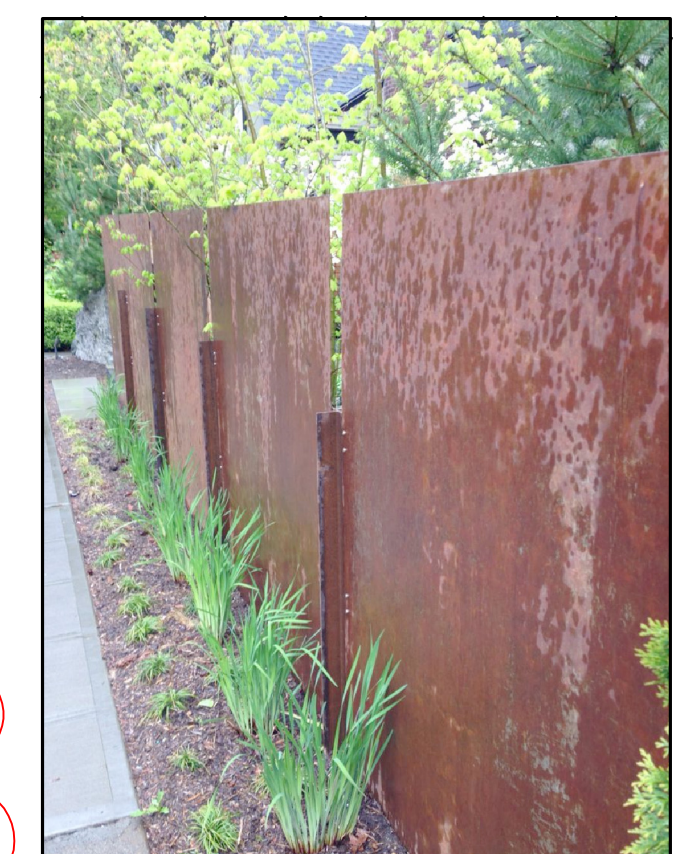
All Parking To Be Minimum 9' x 18'

Proposed Parking

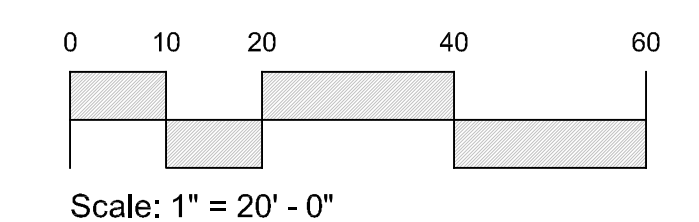
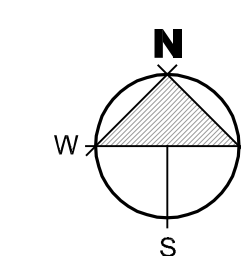
Garages: (G1)	6
Carports: (CP1)	14
Open: (1)	30
Total Parking:	50



Bike Rack Detail



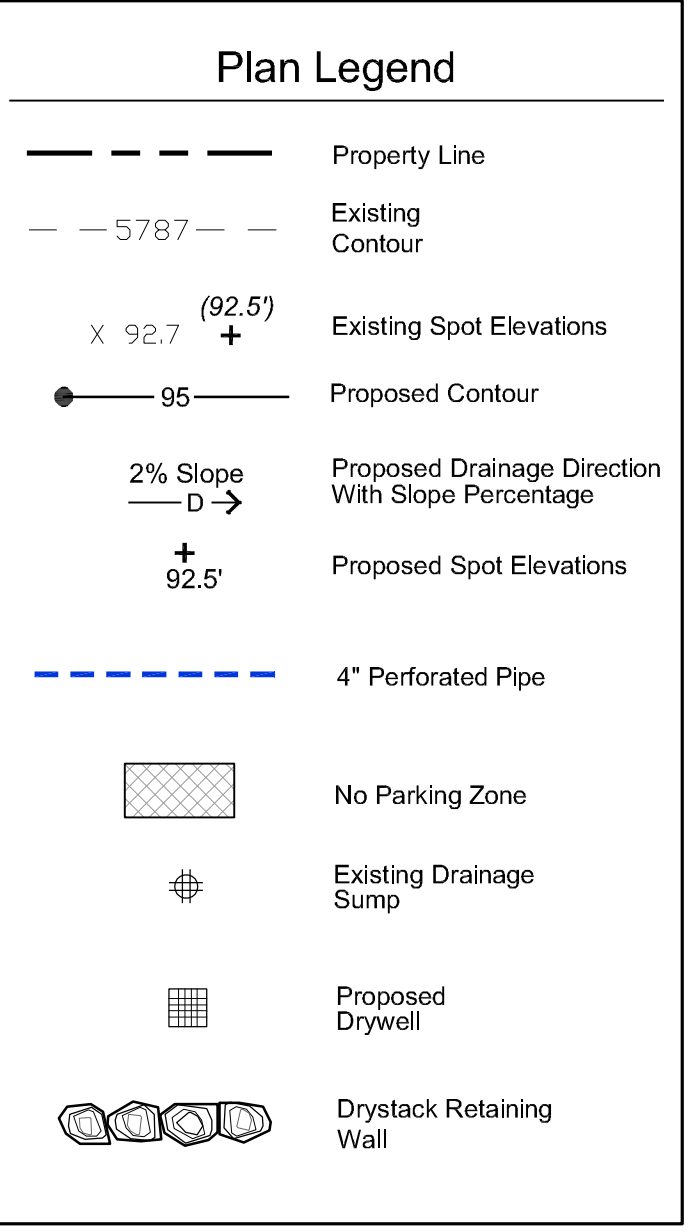
Screening Fence



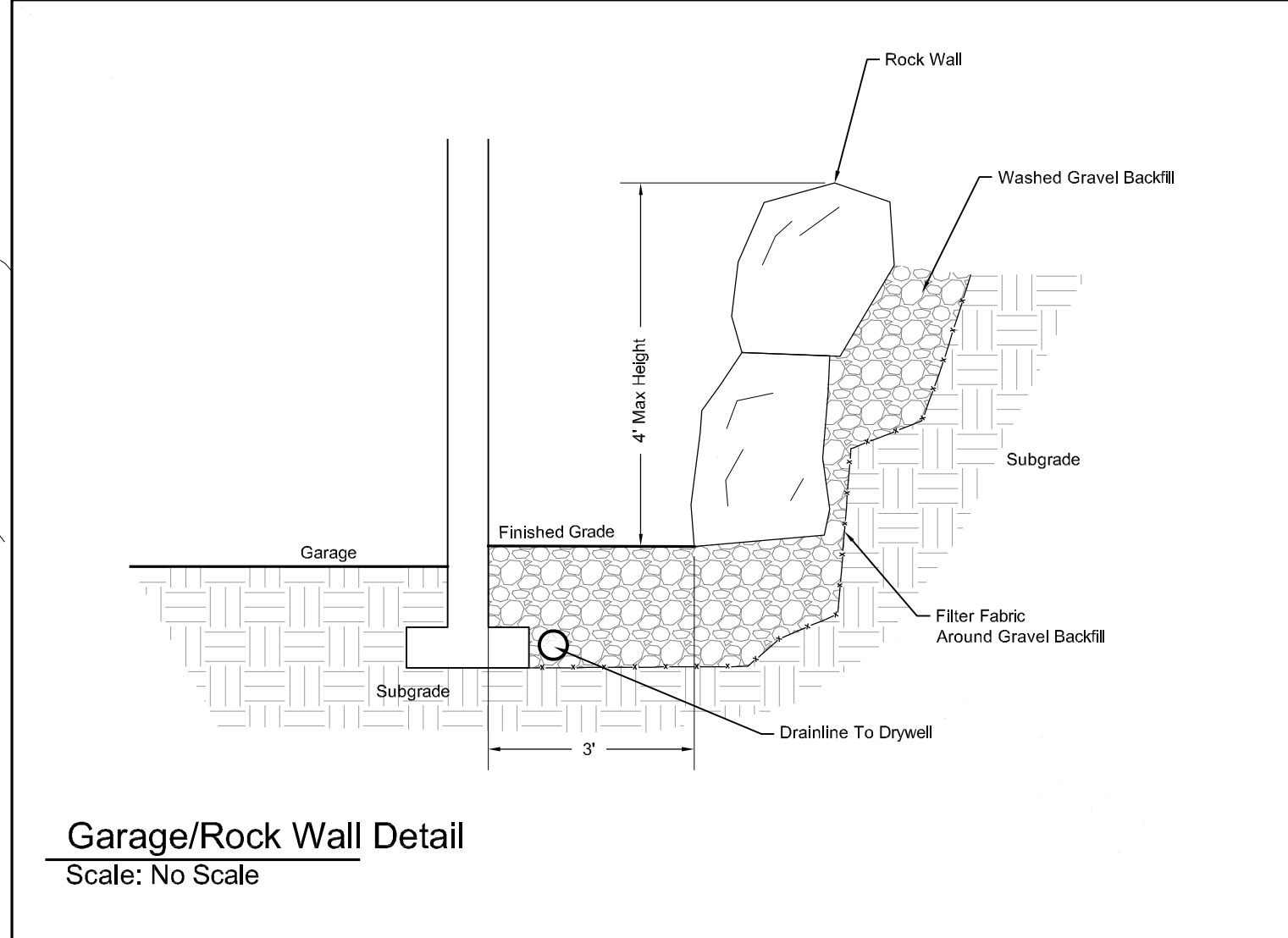
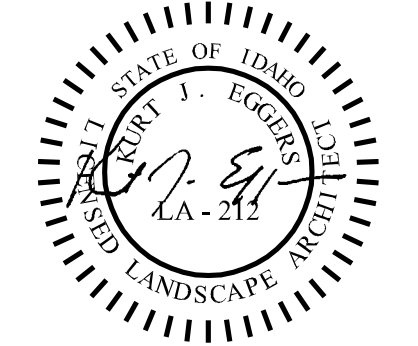
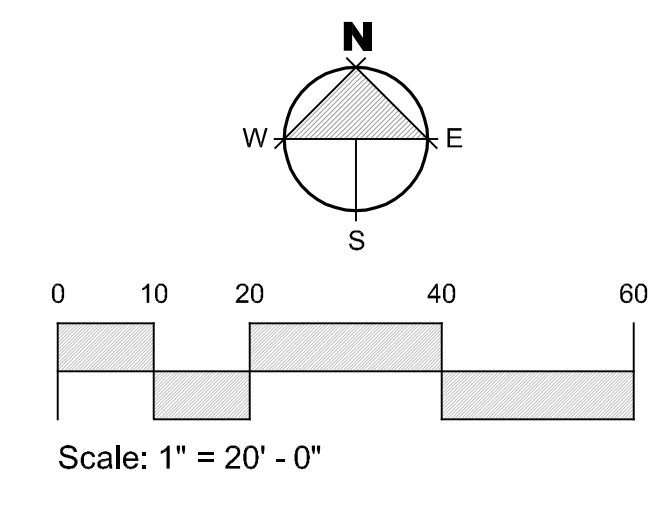
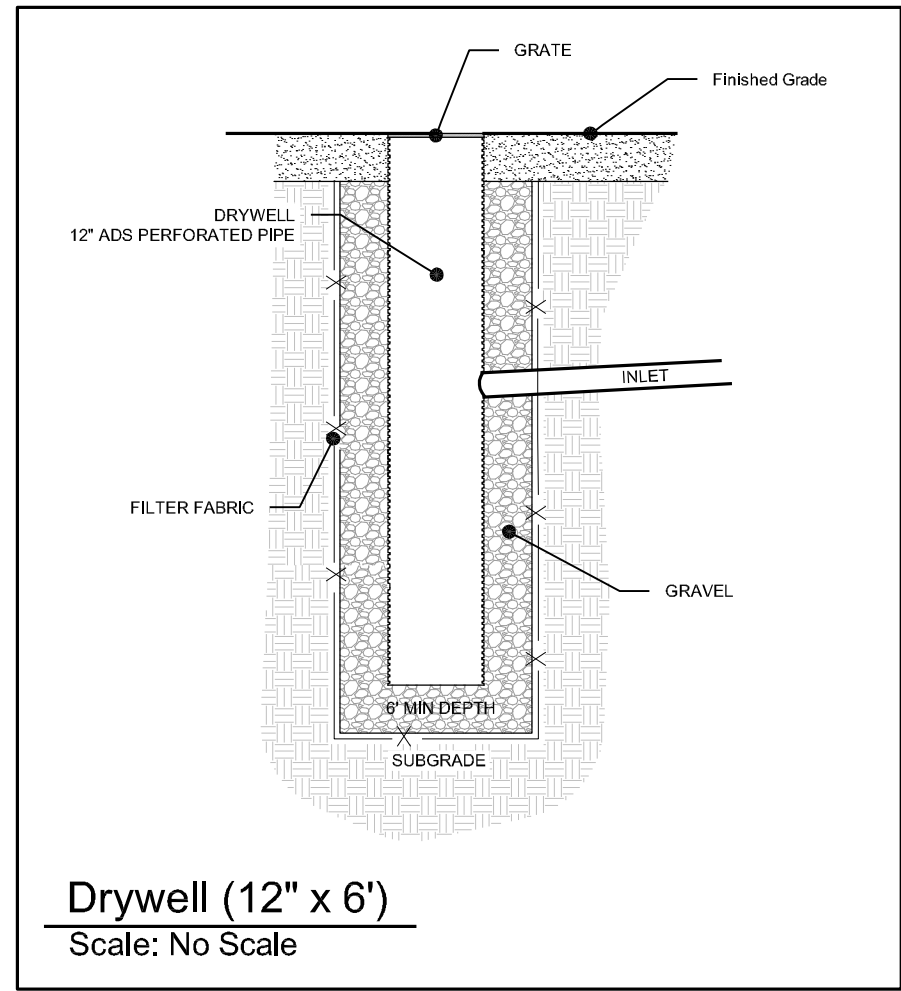


General Notes

1. Base map information taken from survey by Patterson & Puchner Engineers dated 11/20/73, Benchmark Associates 07/07/16, Alpine Enterprises 03/03/23 and from on-site information. Architectural information provided by Blincoe Architecture dated 01/25/21. Contractor shall verify conditions in the field prior to construction.
2. Landscape architect is not responsible for any deviation from these plans, unless such changes are authorized by the landscape architect in writing.
3. All existing utilities are underground. All new utilities shall be underground.
4. Site serviced by City of Ketchum.



NOTE:
Existing Drainage Patterns
And Infrastructure To
Remain Undisturbed



Bigwood Condos #3

EGGERS ASSOCIATES, P.A.
landscape architecture

T: (208) 725-0988
F: (208) 725-0972

P.O. Box 955
Ketchum, ID. 83340

127 Saddle Road
Bigwood Condos #3
Ketchum, Idaho

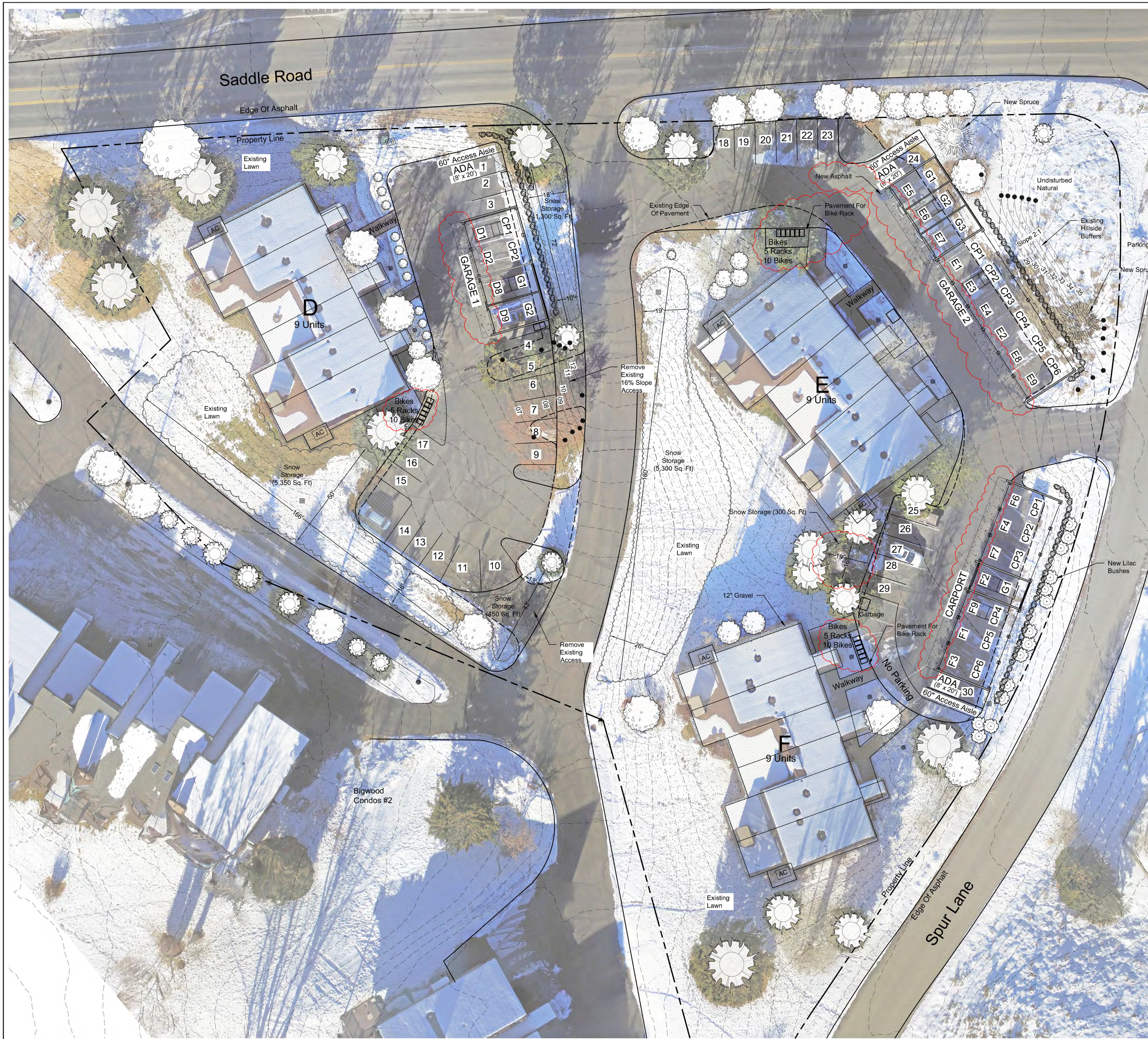
Job No: 20.41
Scale: 1" = 20'-0"

Issue/Revisions: Date:
Design Review 03/15/21
RVSD 05/20/21
RVSD 11/08/22
RVSD 02/14/23
RVSD 04/24/23

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Sheet Title:
Grading Plan

Sheet No:
L2



General Notes

1. Base map information taken from survey by Patterson & Puchner Engineers dated 11/20/73, Benchmark Associates 07/07/16, Alpine Enterprises 03/03/23 and from on-site information. Architectural information provided by Blincoe Architecture dated 01/25/21. Contractor shall verify conditions in the field prior to construction.
2. Landscape architect is not responsible for any deviation from these plans, unless such changes are authorized by the landscape architect in writing.
3. All existing utilities are underground. All new utilities shall be underground.
4. Site serviced by City of Ketchum.

Plan Legend

- Property Line
- Existing Contour
- No Parking Zone
- Gravel
- New Asphalt
- Existing Drainage Sump
- Proposed Drywell
- Drystack Retaining Wall

Existing Plant Legend

- Existing Evergreen Tree
- Existing Deciduous Tree
- Existing Lawn
- Existing Natural Grass

Plant Legend

- Proposed Spruce (2)
- Proposed Lilac (14)

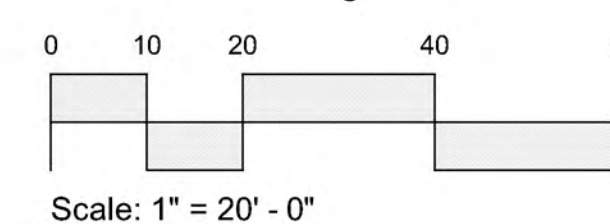
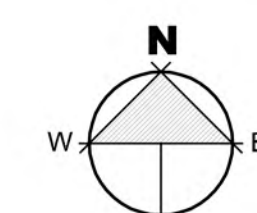
NOTE: All Proposed Plant Species Are Drought Tolerant

Snow Storage

Parking Area Linear Feet:	836 Ft.
	/ 55 = 15.2
	X 150
Required Snow Storage:	2,280 Sq. Ft.
Proposed Snow Storage:	12,700 Sq. Ft.

Landscape Notes:

- 1) The Area 12" Horizontal From The Base Of A Wall Shall Be Finished In A Way To Prevent Any Vegetation Growing, And For Vegetative Debris To Be Easily Removed.
- 2) Any Trees With Crowns Closer Than 30 Feet To Any Structure Shall Be Limbed Up A Minimum Of 6' From Ground Level.
- 3) Any Tree Crowns Shall Be Pruned To Have A Minimum 10' Horizontal Clearance From Any Structure.



Aerial Photo: UAV Flight 12/03/20

Bigwood
Condos #3

EGGERS ASSOCIATES, P.A.
landscape architecture

T: (208) 725-0988
F: (208) 725-0972
P.O. Box 975
Ketchum, ID. 83340

127 Saddle Road
Bigwood Condos #3
Ketchum, Idaho

Job No: 20.41

Scale: 1" = 20' - 0"

Issue/Revisions: Date:

Design Review 03/15/21

RVSD 05/20/21

RVSD 11/08/22

RVSD 02/14/23

RVSD 04/24/23

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Sheet Title:
Landscape
Plan

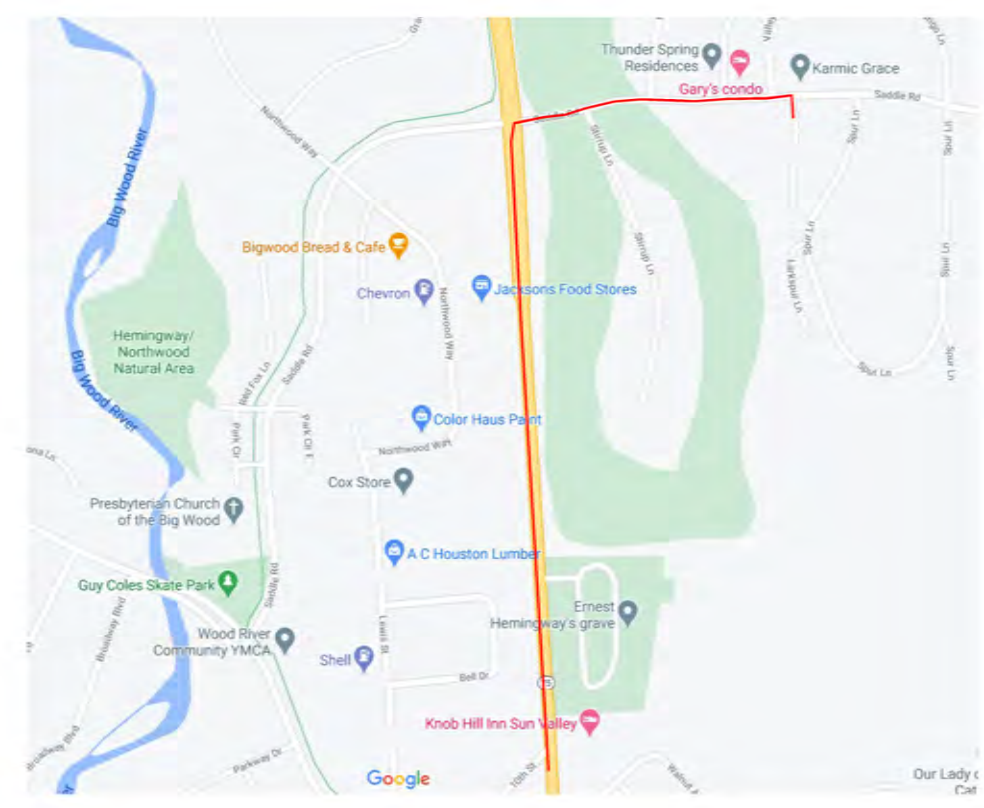
Sheet No:

L3

REVISED - 04/24/23



Bike Racks	
One Rack For Two Bikes Per Four Parking Spaces	
Total Proposed Parking:	50
Total Required Bike Racks:	13
Total Proposed Bike Racks:	15 For 30 Bikes



TRUCK ROUTE
NTS

CONSTRUCTION MANAGEMENT

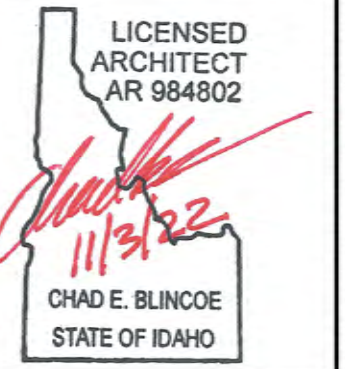
SCALE: 3/32" = 1'-0"

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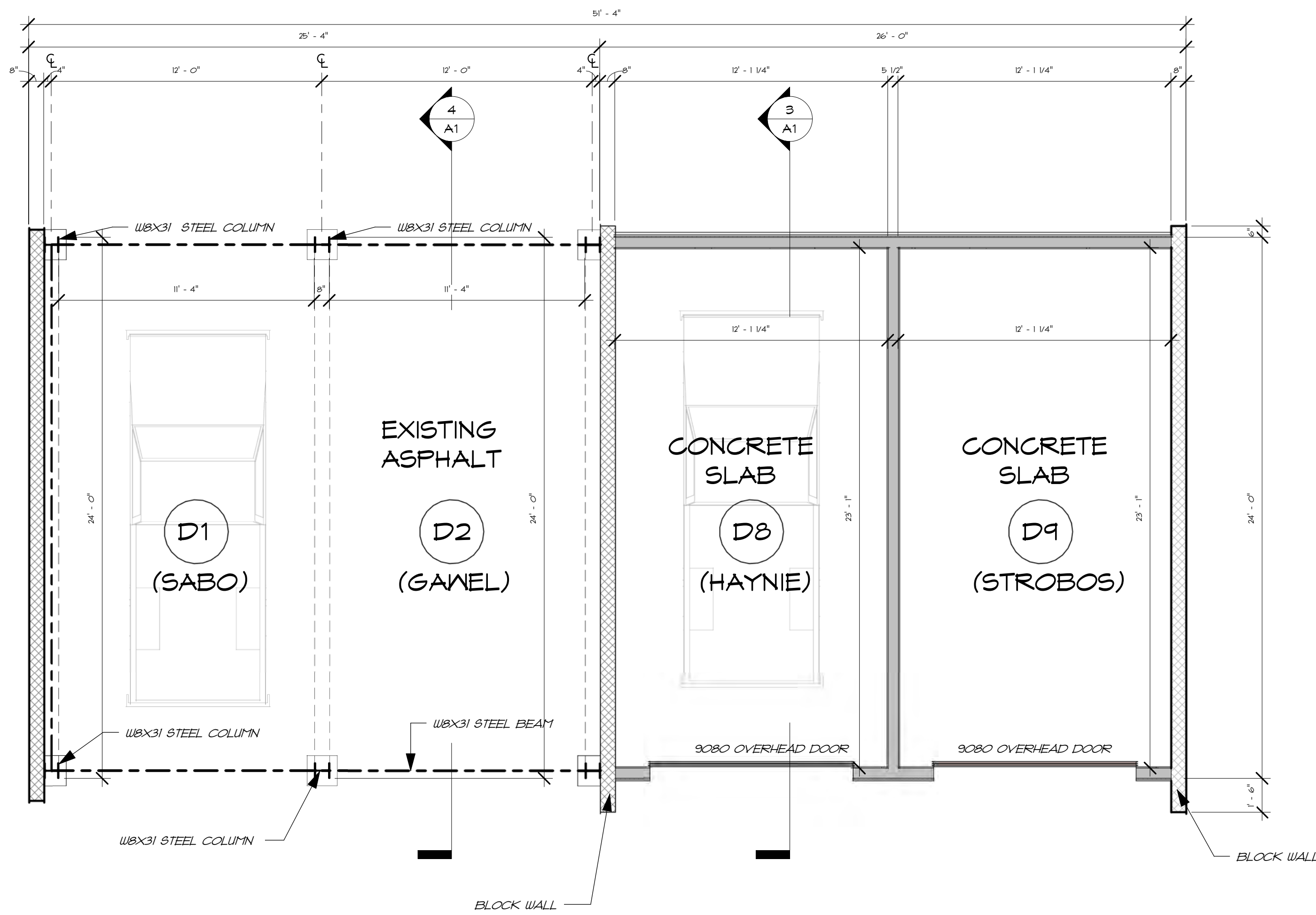
A0

BIGWOOD III GARAGES
BIGWOOD CONDOMINIUM III
127 SADDLE RD, KETCHUM ID 83340



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251 Northwood Way Suite E
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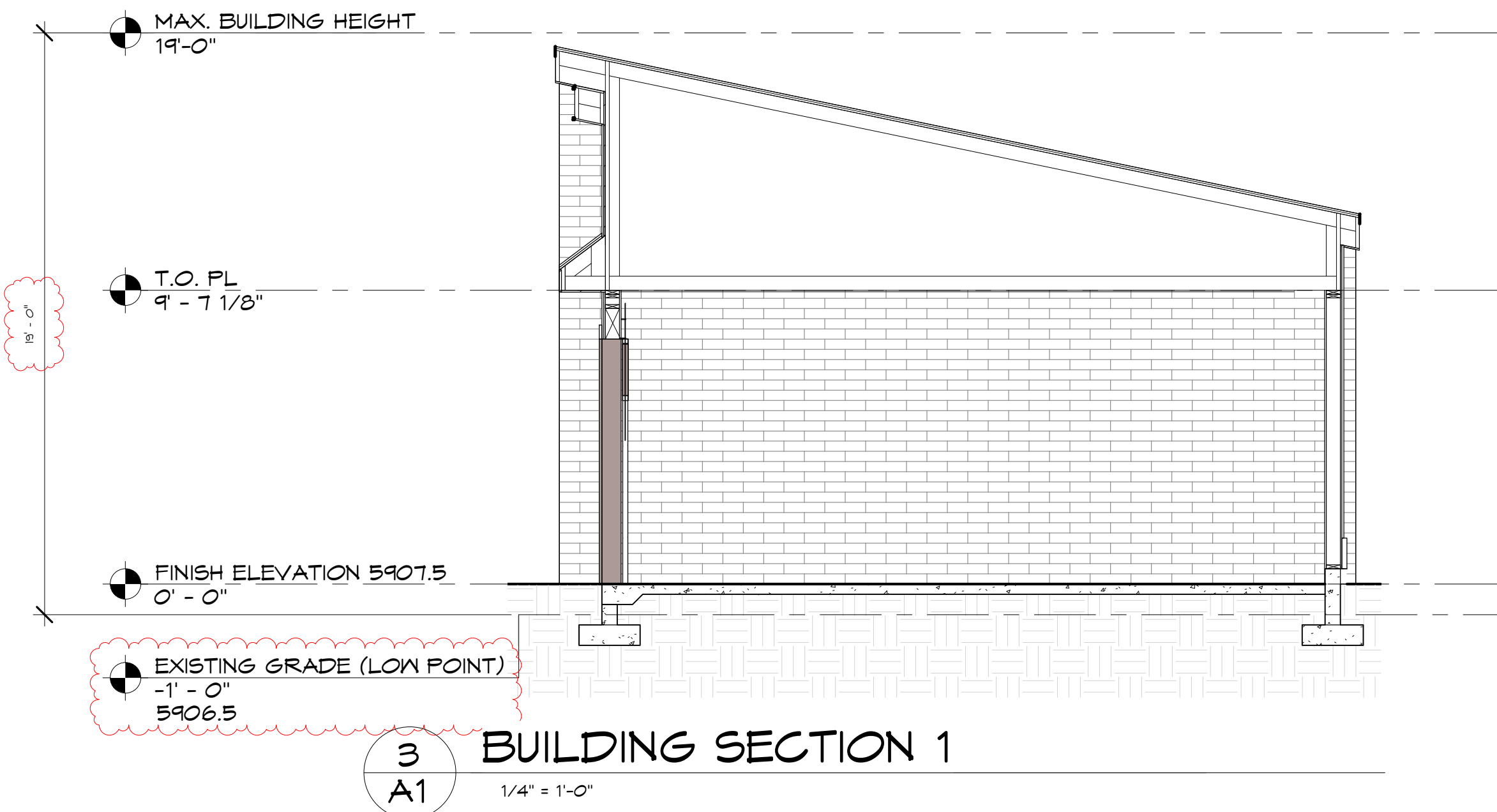


1 FLOOR PLAN
A1 1/4" = 1'-0"

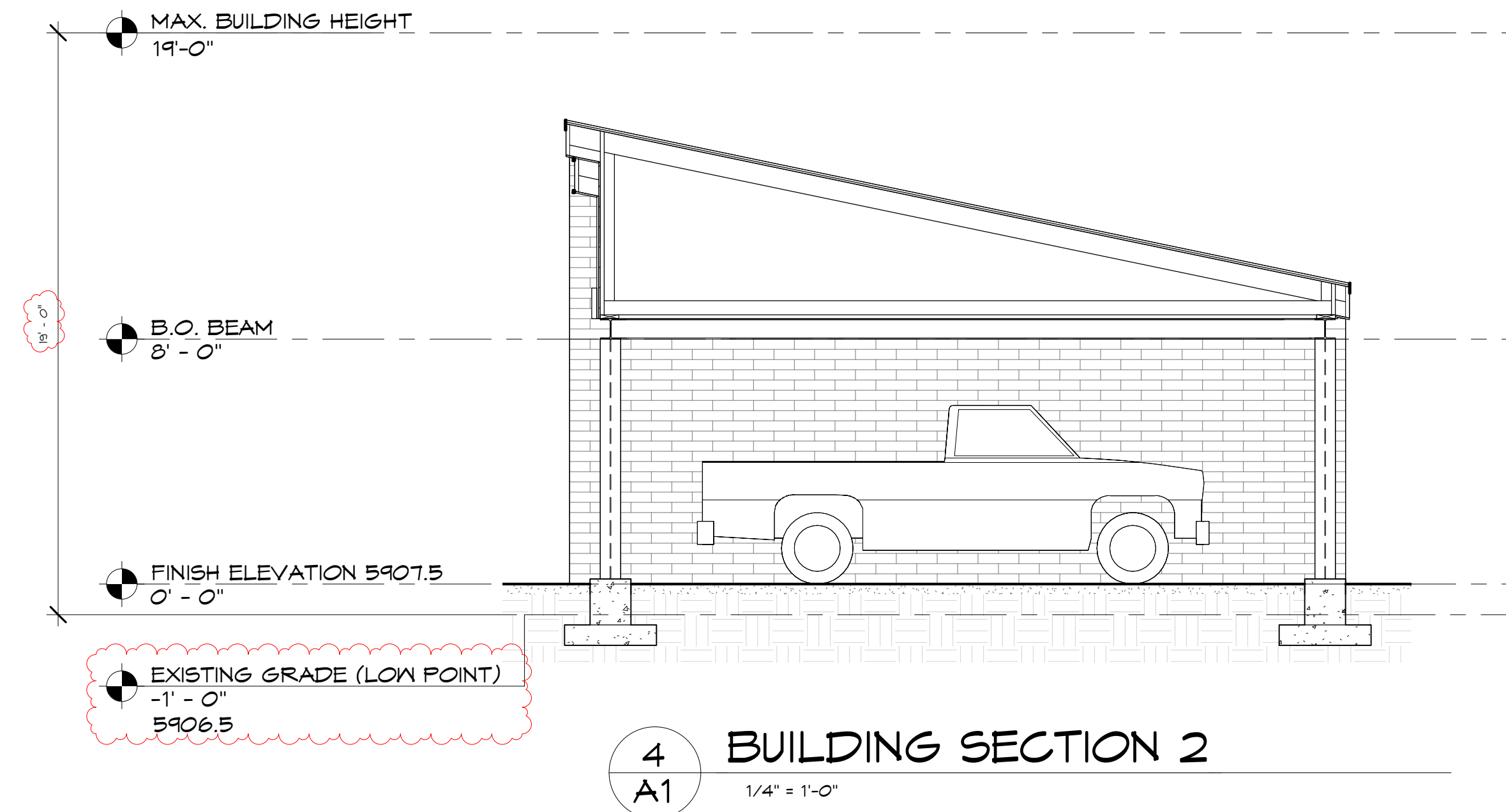


2 EXTERIOR PERSPECTIVE
A1

NOTE:
ALL EXTERIOR LIGHTING TO BE CEILING MOUNTED



3 BUILDING SECTION 1
A1 1/4" = 1'-0"



4 BUILDING SECTION 2
A1 1/4" = 1'-0"

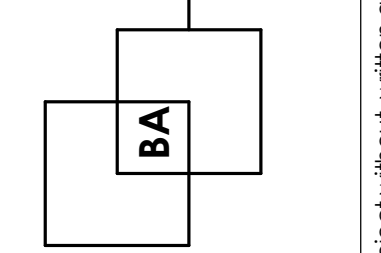
GARAGE 1

SQUARE FOOTAGE TABULATION:

CARPENT	611 SQ. FT.
ENCLOSED GARAGE	627 SQ. FT.
TOTAL:	1,238 SQ. FT.

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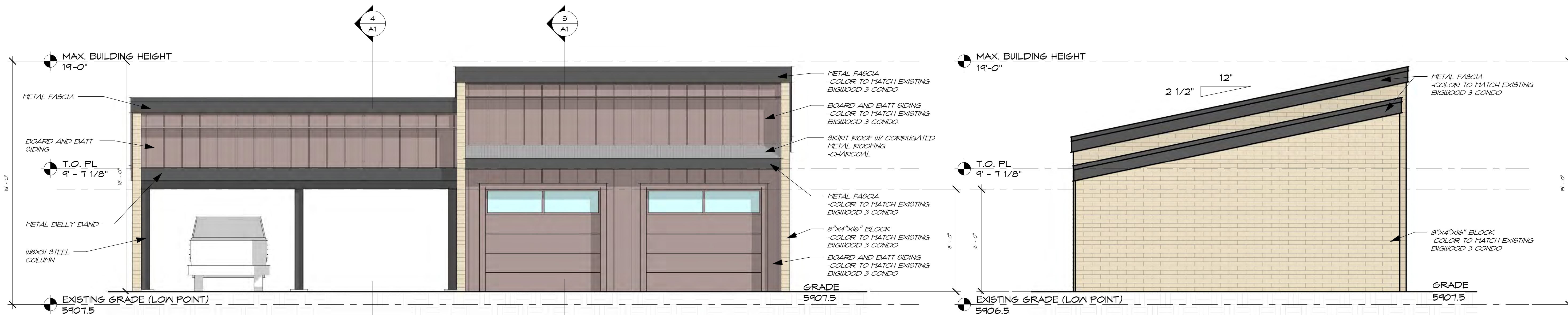
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BIGWOOD III GARAGES
SADDLE ROAD
KETCHUM, ID 83340

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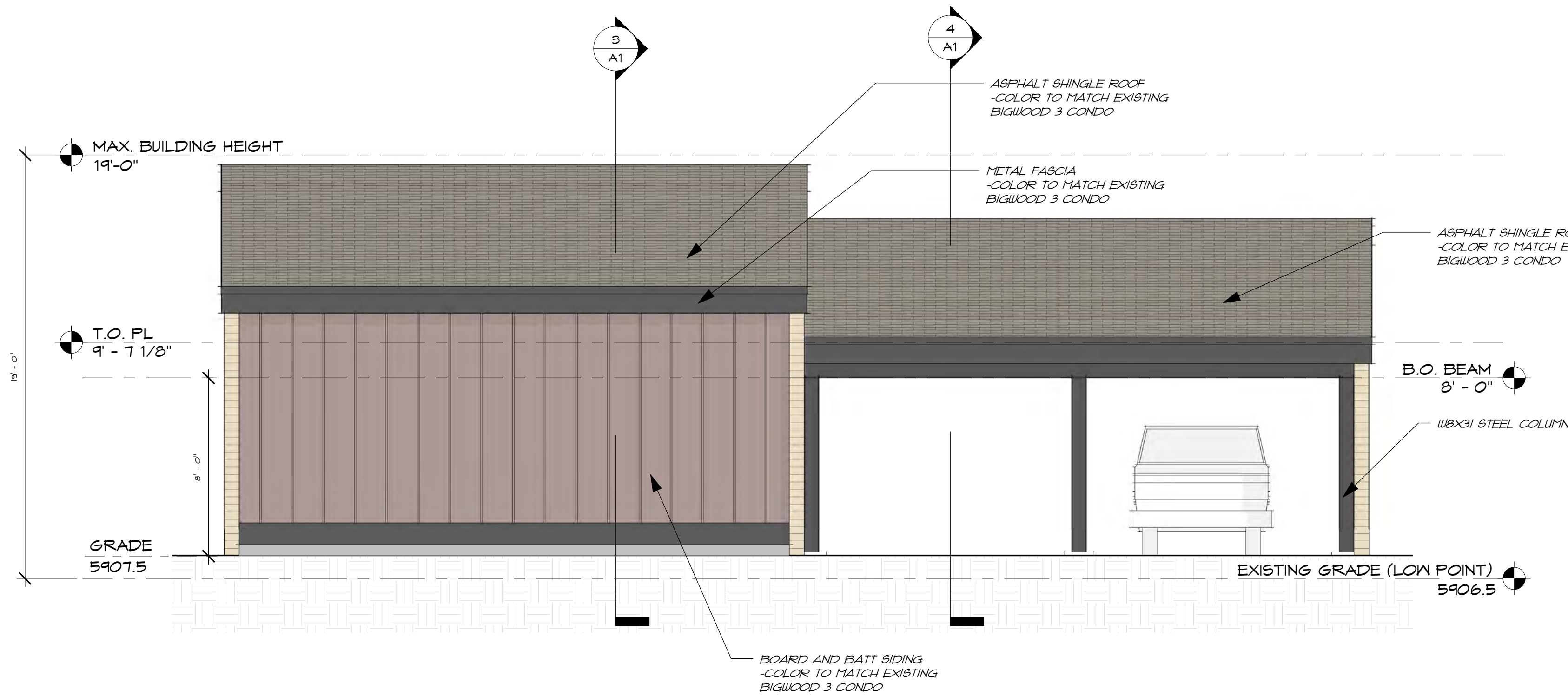
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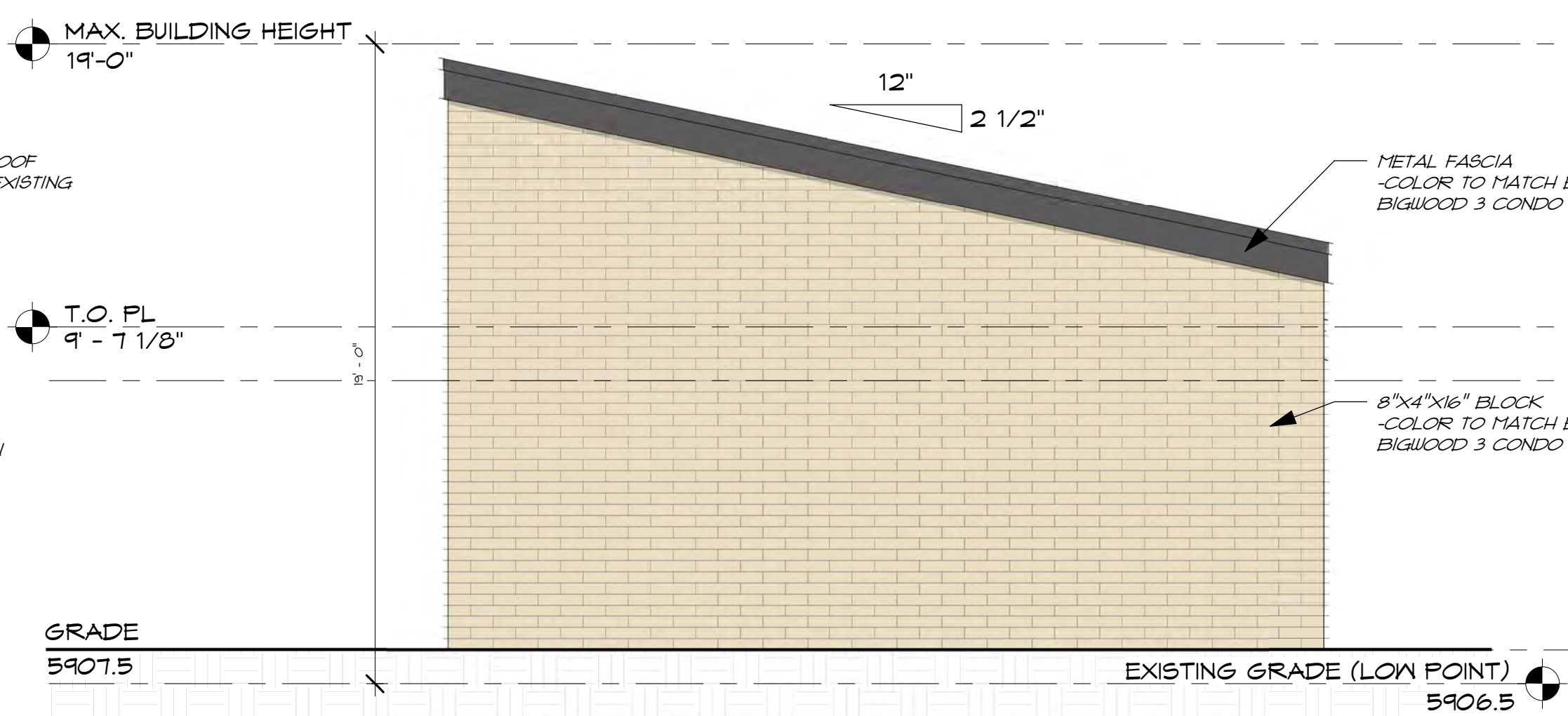


1 FRONT ELEVATION
A2 1/4" = 1'-0"

2 LEFT SIDE ELEVATION
A2 1/4" = 1'-0"



3 REAR ELEVATION
A2 1/4" = 1'-0"



4 RIGHT SIDE ELEVATION
A2 1/4" = 1'-0"

GARAGE 1

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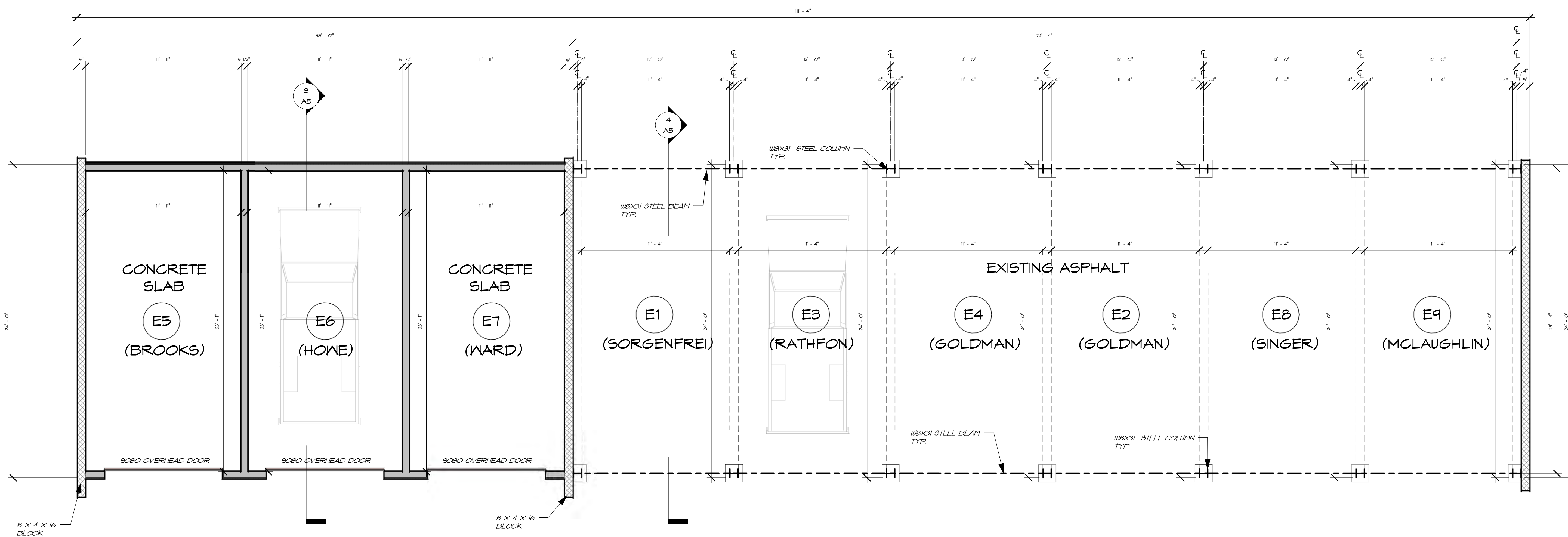
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A2

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1 EXTERIOR PERSPECTIVE
A3



2 FLOOR PLAN
A3 1/4" = 1'-0"

SQUARE FOOTAGE TABULATION:

CARPORT	1,760 SQ. FT.
ENCLOSED GARAGE	912 SQ. FT.
TOTAL:	2,672 SQ. FT.

NOTE:
ALL EXTERIOR LIGHTING TO BE CEILING MOUNTED

GARAGE 2

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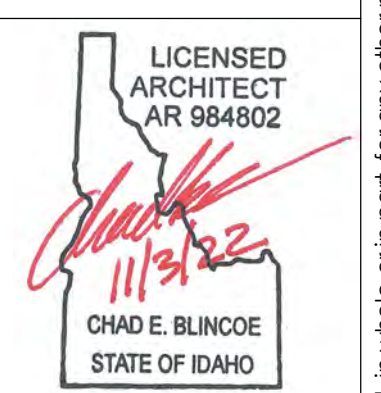
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SADDLE ROAD
KETCHUM, ID 83340

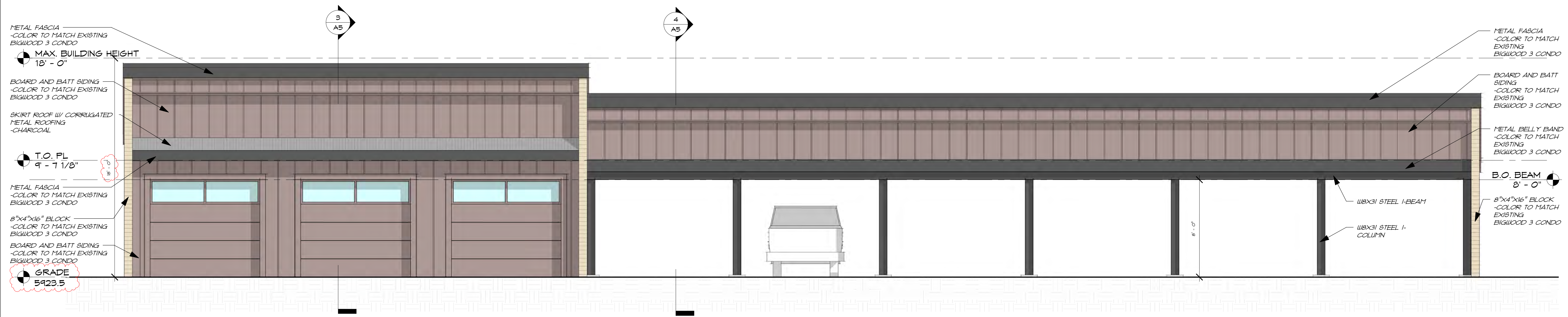
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A3

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1 FRONT ELEVATION
A4 1/4" = 1'-0"



3 REAR ELEVATION
A4 1/4" = 1'-0"

GARAGE 2

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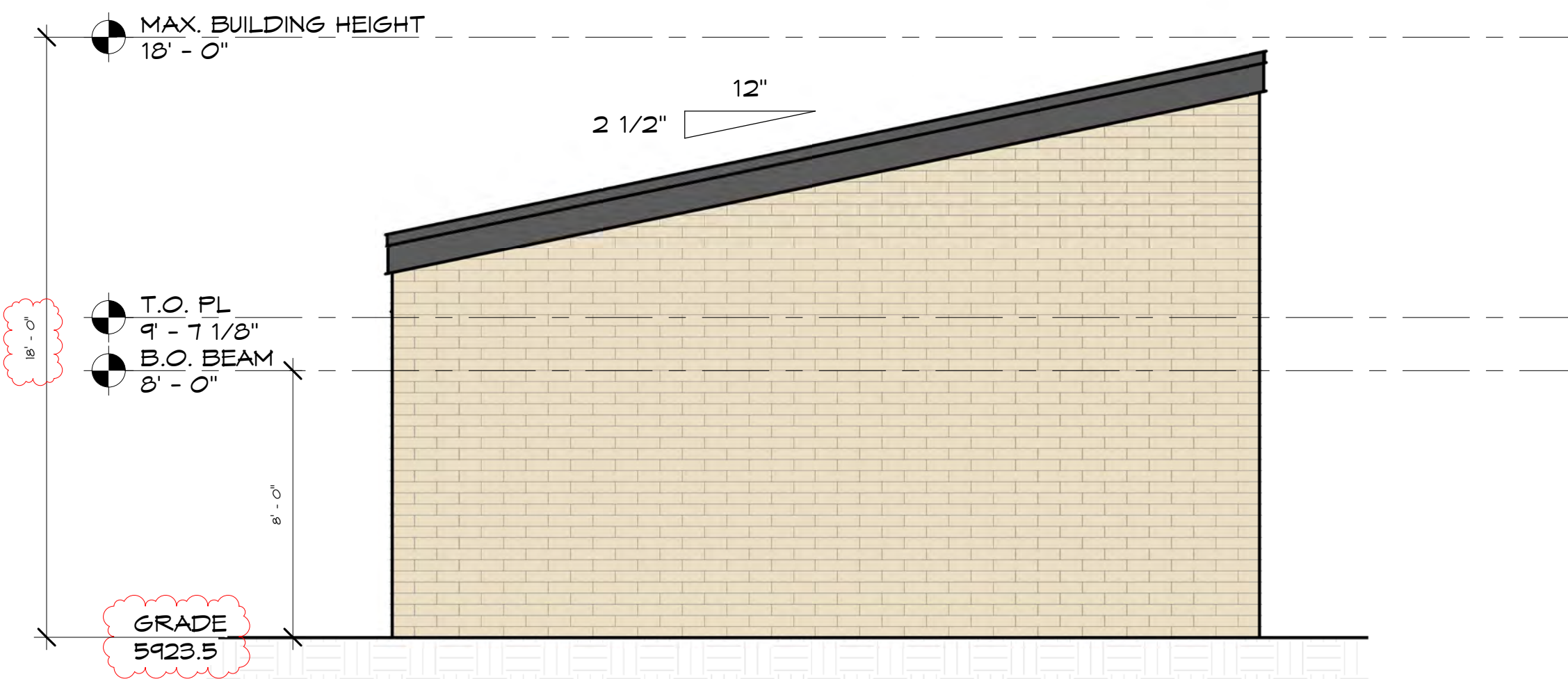
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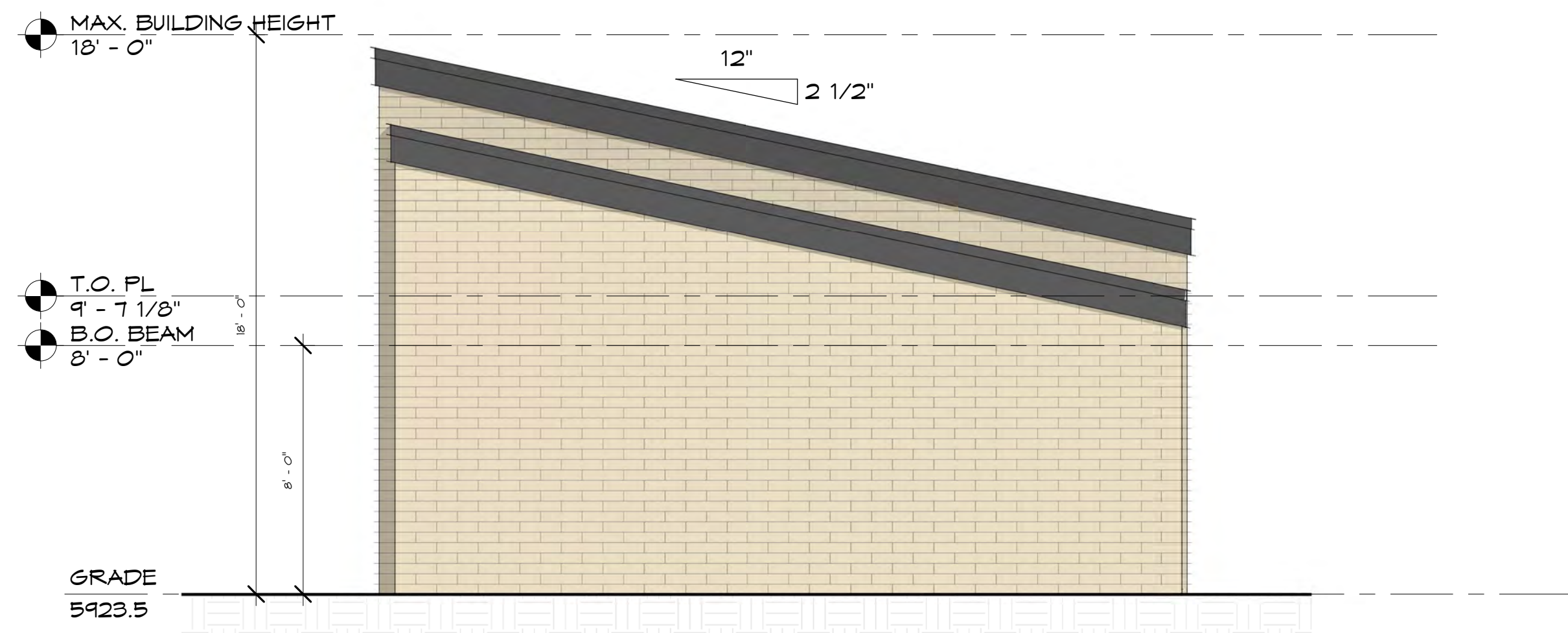
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A4

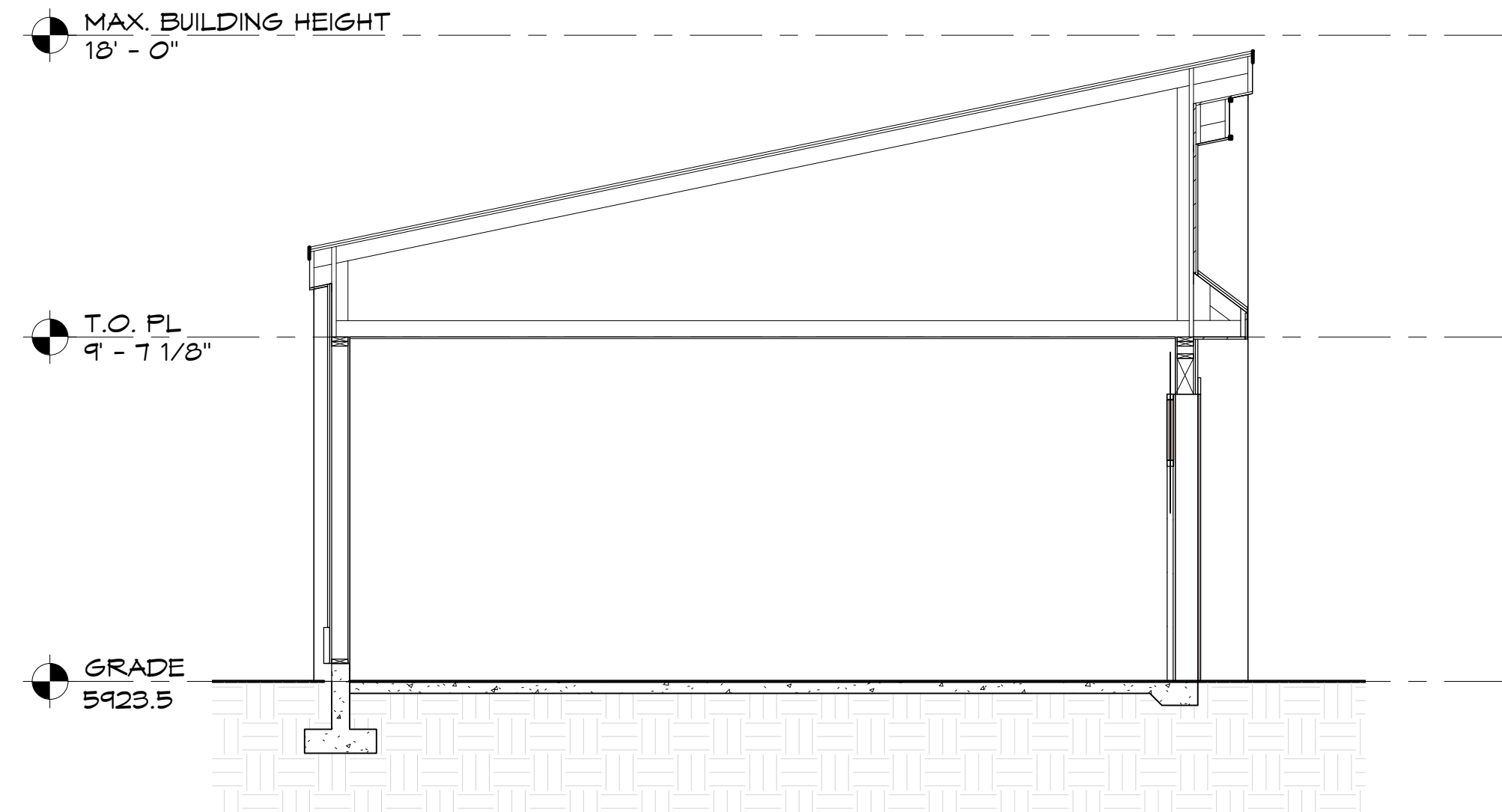
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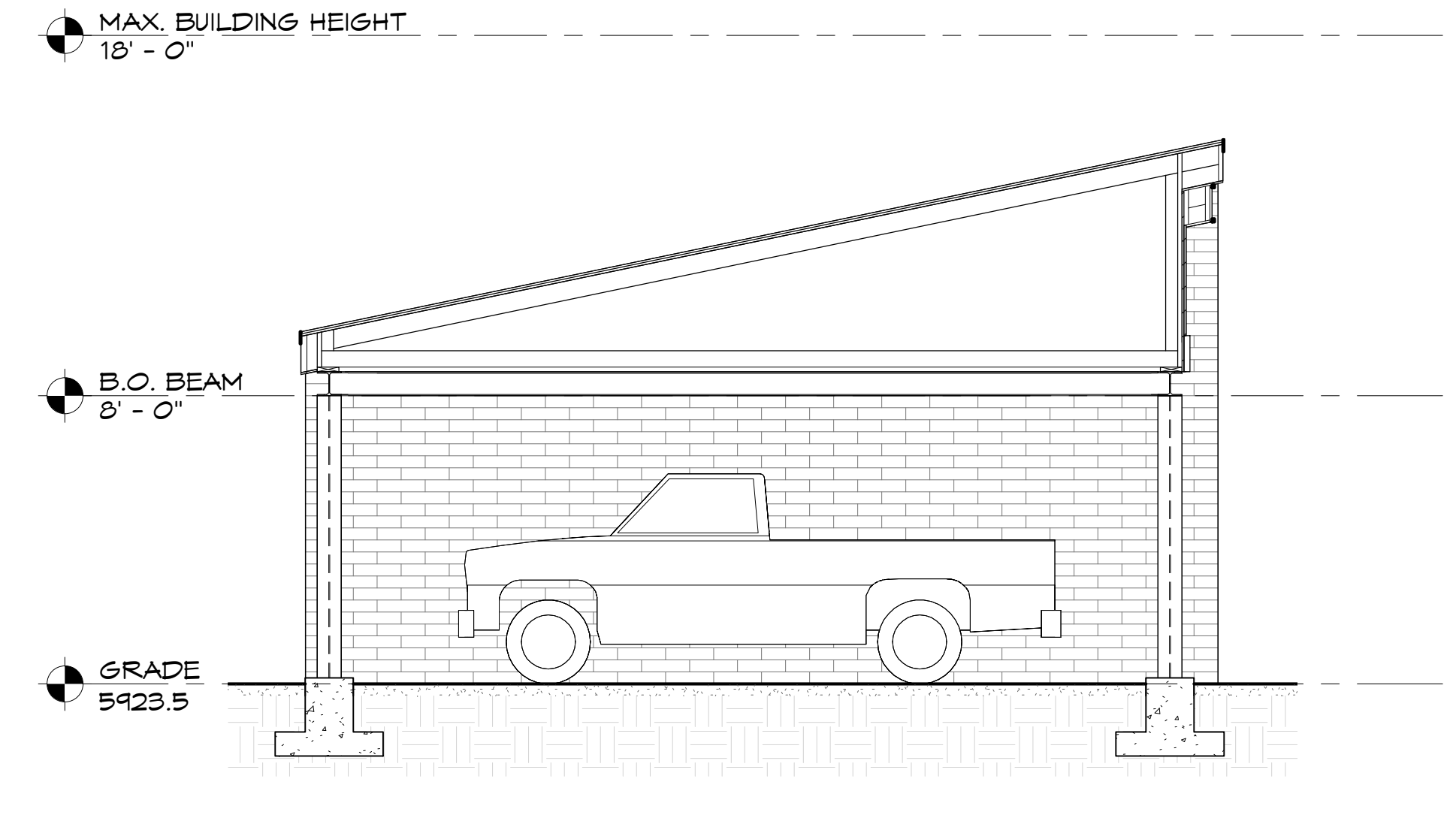
1
A5 LEFT SIDE ELEVATION
1/4" = 1'-0"



2
A5 RIGHT SIDE ELEVATION
1/4" = 1'-0"



3
A5 BUILDING SECTION 1
1/4" = 1'-0"



4
A5 BUILDING SECTION 2
1/4" = 1'-0"

GARAGE 2

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BIGWOOD III GARAGES
SADDLE ROAD
KETCHUM, ID 83340

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A5

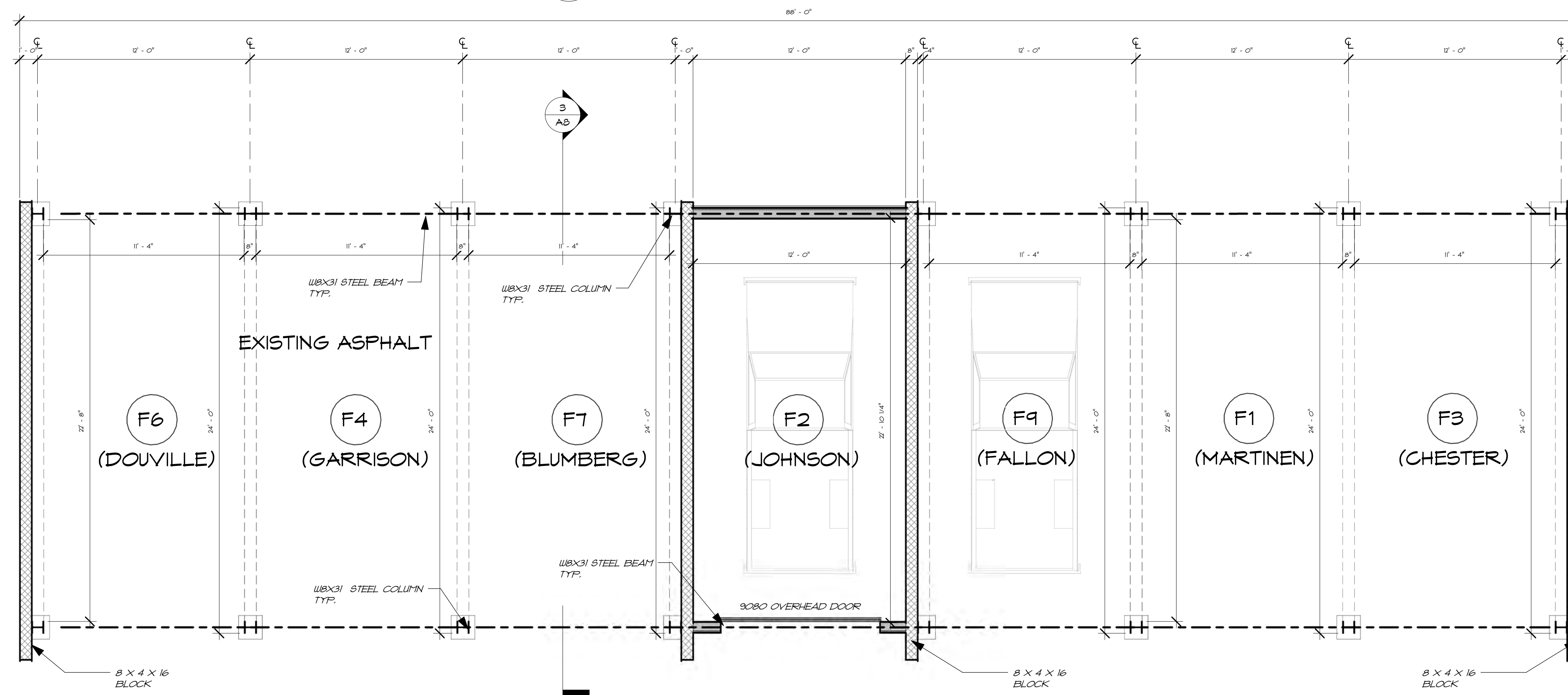
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1 EXTERIOR PERSPECTIVE
A6



SQUARE FOOTAGE TABULATION:

CARPORT	1,792 SQ. FT.
ENCLOSED GARAGE	320 SQ. FT.
TOTAL:	2,112 SQ. FT.

2 FLOOR PLAN
A6 1/4" = 1'-0"

CARPORT

NOTE:
ALL EXTERIOR LIGHTING TO BE CEILING MOUNTED

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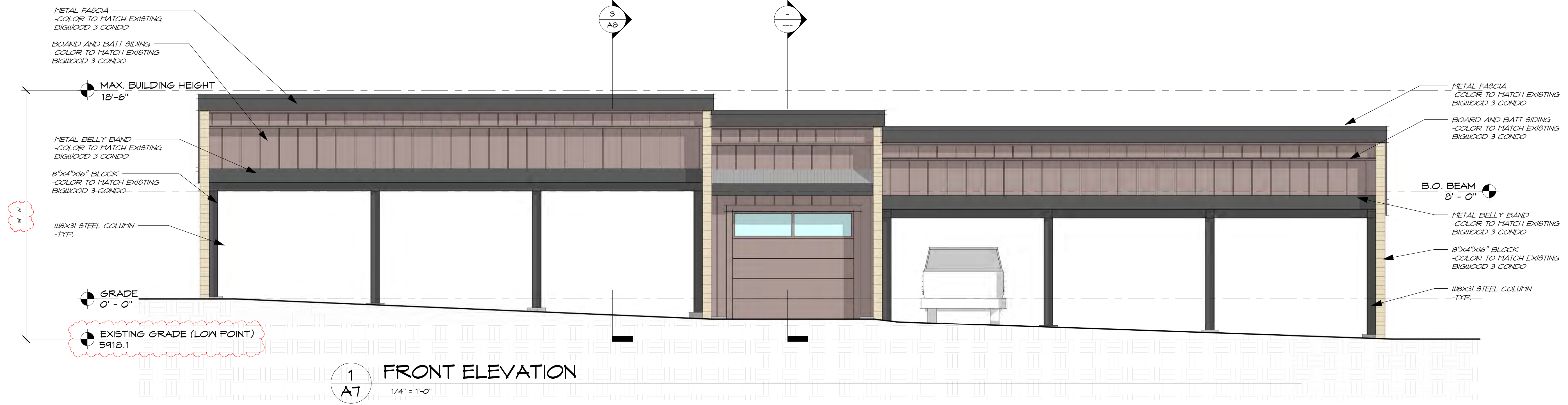
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JOB #:	011.20
PLOT DATE:	3/21/23
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1
A7 FRONT ELEVATION
1/4" = 1'-0"

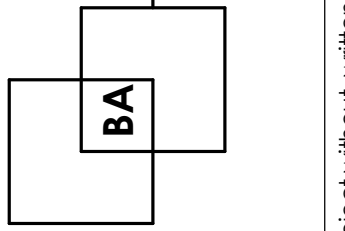


3
A7 REAR ELEVATION
1/4" = 1'-0"

CARPORT

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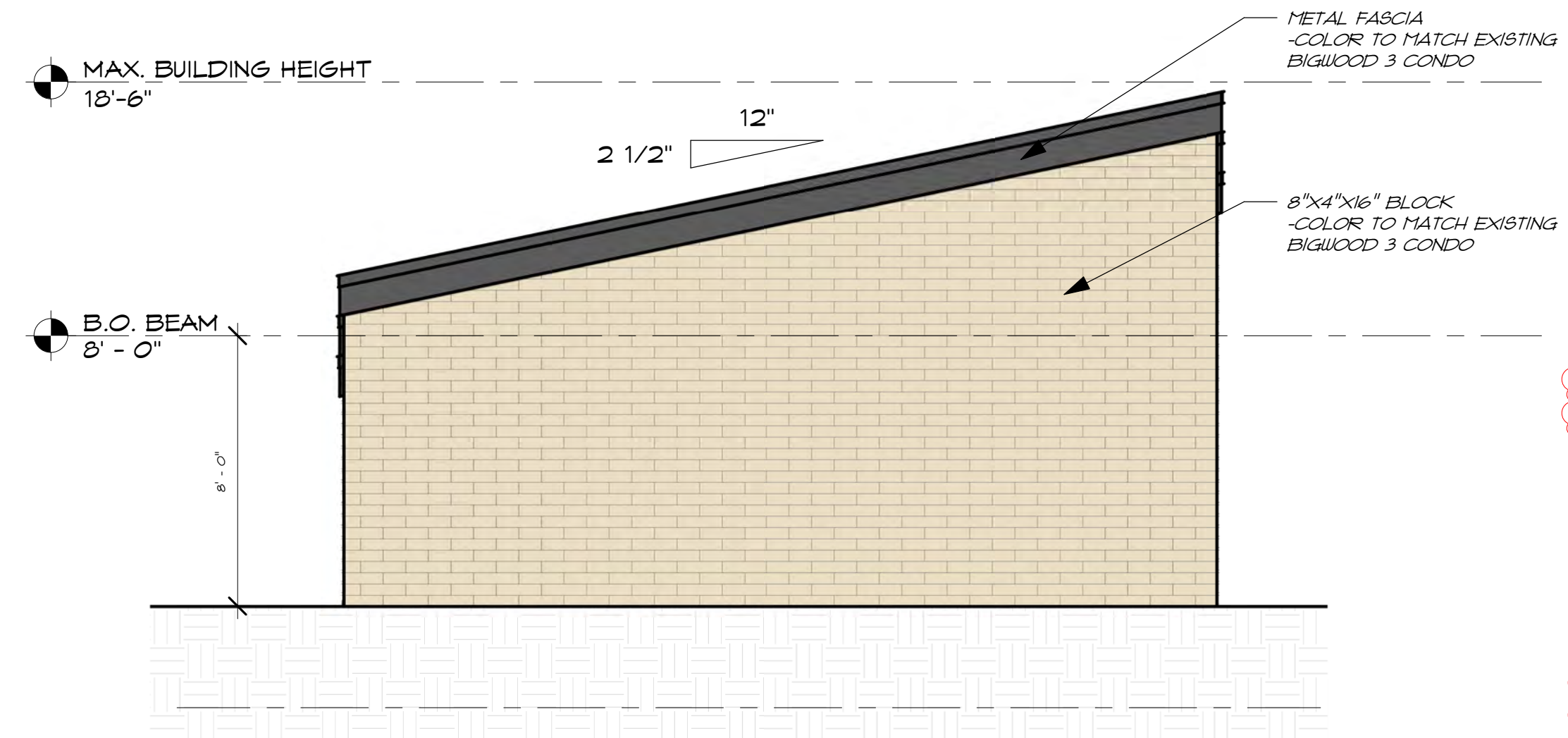
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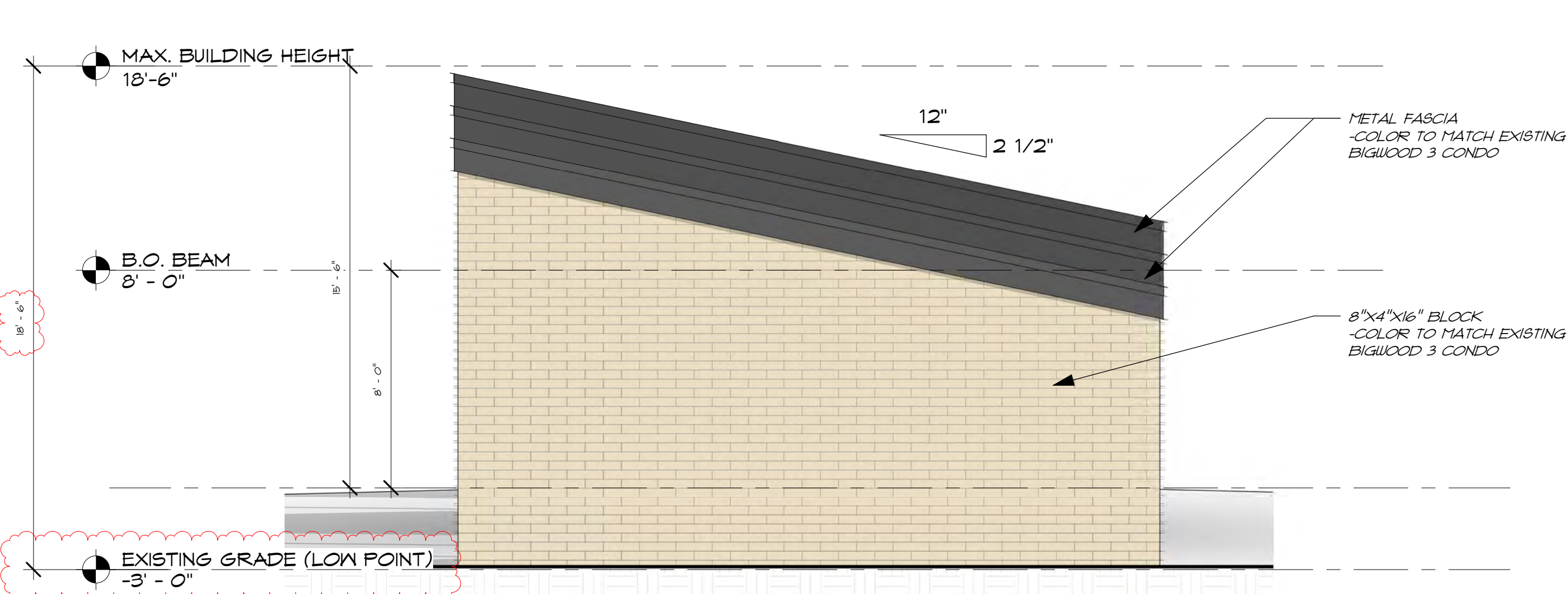
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A7

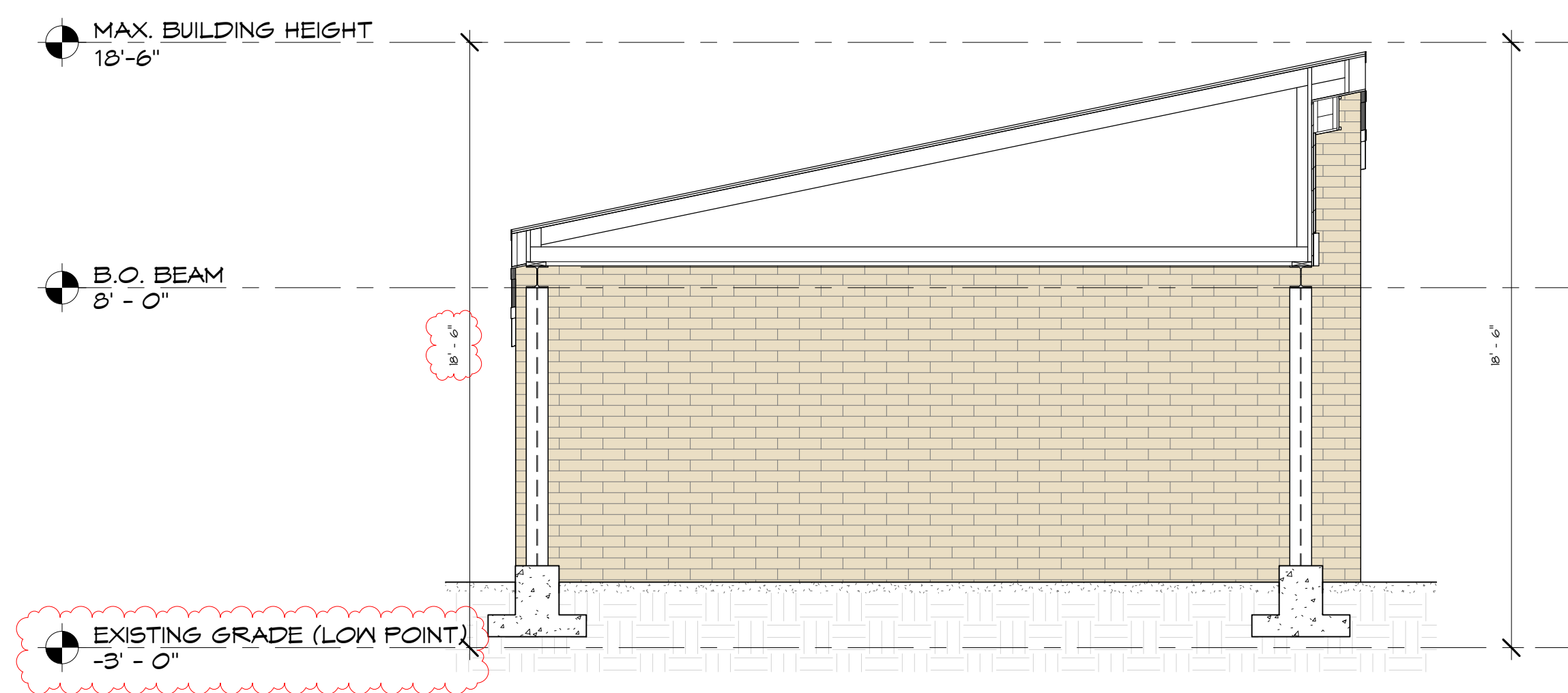
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1 LEFT SIDE ELEVATION
A8 1/4" = 1'-0"



2 RIGHT SIDE ELEVATION
A8 1/4" = 1'-0"



3 BUILDING SECTION
A8 1/4" = 1'-0"

CARPORT

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PLOT DATE:	3/21/23
DESIGN REVIEW:	11/8/22
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CONSTRUCTION:	
SUBMISSIONS/REVISIONS:	
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TYPICAL FASCIA



BOARD AND BATT SIDING



8 X 4 X 16 DECORATIVE BLOCK

NOTE:
MATERIALS TO MATCH EXISTING BIGWOOD 3 CONDOS



ASPHALT SHINGLE ROOF



CHARCOAL GRAY METAL
METAL ROOF, STEEL COLUMNS AND BEAMS

Interactive spec sheet with links to larger images and spec sheets of accessories

LD6R
6" Round Deep Regressed LED Open Plenum 18W

Project: _____
Location: _____
Model #: _____ Qty: _____
Notes: _____

DESCRIPTION
6" Round Deep Regressed LED - Elegant Design Without Glare
Commercial Grade Quality Built To Last

FEATURES & BENEFITS
18W up to 1700 lm with CRI 90+
5 single CCT, Dim to Warm & SCCT user selectable
Type IC, Air-Tight & Wet - No Housing Required
3 1/2" Deep - Install Where Ceiling Space is Limited
Armored Cable & Metal Connectors - Open Plenum Rated
Driver Inside Connection Box with Romex Quick Connectors
and Knock Outs - Fast Installation & No Junction Box Needed

DIMENSIONS ID 6 1/8" OD 6 3/4" Cut Out 6 1/4"
Ceiling Clearance Required: 3"

120V TRIAC Dimmable Driver Included Optional 120V-347V
0-10V Dimmable Order Separately model # LLL-ID20507K

ORDERING GUIDE Example: LD6R-SCCT-WR-WT

LD6R	CCT	Reflector-Trim
	- xxK	- xx-xx
2700K	27K	WR-WT
3000K	30K	SR-WT
3500K	35K	BR-WT
4000K	40K	BR-BT
5000K	50K	SR-BT

Dim To Warm 5 CCT
SCCT user selectable is 2700-3000-3500-4000-5000K

AVAILABLE TRIMS

White Reflector White Trim WR-WT	Silver Reflector White Trim SR-WT	Black Reflector White Trim BR-WT	Black Reflector Black Trim BR-BT	Silver Reflector Black Trim SR-BT
--	---	--	--	---

ACCESSORIES Sold Separately

- Armored Low Voltage Extension JDR model# MECLD
- 26" Long Flat Rough-In Plate - model # R1P6
- 13" Flat Rough-In Plate - model # MPE-2
- Flanged Plate with Hanger Bars - model # FRP6
- Goof Ring OD 7 5/8" White # GR6 Black # GR6-BK

COMPLIANCE

Lotus LED Lights USA
250 H Street # 301, Blaine VA 98230 tel 360-200-5200
Hainesport NJ, Naples FL, Dallas TX, Vancouver WA

www.LotusLEDlights.com
mailing addresses 702 Chester Rd, Delta BC V3M 6J1 tel 604-638-3090
warehouses Delta BC & Mississauga ON

Lotus LED Lights CANADA
702 Chester Rd, Delta BC V3M 6J1 tel 604-638-3090
Delta BC & Mississauga ON

Type IC & Air - Tight
Wet Location
Open Plenum

CEILING MOUNTED RECESSED LIGHT

www.BlincocArchitecture.com
Blincoc Architecture
Mailing: P.O. Box 4424
Ketchum, Idaho 83340
Tel: 208-720-1325
Email: info@BlincocArchitecture.com

LICENSED ARCHITECT
AR 984802
CHAD E. BLINCOC
STATE OF IDAHO

BIGWOOD III GARAGES
SADDLE ROAD
KETCHUM, ID 83340

JOB #: 011.20
PLOT DATE: 3/21/23
DESIGN REVIEW: 11/8/22
PERMIT:
CONSTRUCTION:
SUBMISSIONS/REVISIONS:
DESIGN REVIEW SET
3/15/21
DESIGN REVIEW SET
UPDATED 11/3/21
DESIGN REVIEW SET
UPDATED 11/8/22
DESIGN REVIEW SET
UPDATED 3/21/23

A9

DESIGN REVIEW SET - UPDATED
NOT FOR CONSTRUCTION

OWNERSHIP OF DOCUMENTS: This Drawing and specifications are instruments of service and are the property of the Architect, Blincoc Architecture and is not to be used, in whole or in part, for any other project without written authorization.



City of Ketchum

Attachment C: Draft Findings of Fact, Conclusions of Law, and Decision



**City of Ketchum
Planning & Building**

IN RE:)
)
Bigwood 3 Garages) KETCHUM PLANNING & ZONING COMMISSION
Design Review) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: May 23, 2023) DECISION
)
File Number: 21-036)

PROJECT: Bigwood 3 Garages
APPLICATION TYPE: Design Review
FILE NUMBER: P21-036
ASSOCIATED APPLICATIONS: Lot Line Shift (P21-036A)
REPRESENTATIVE: Chad Blincoe, Blincoe Architecture (Architect)
OWNER: Big Wood Condo #3 Owners
LOCATION: 127 Saddle Road (Bigwood Condos #3 Common Area)
ZONING: Tourist (T)
OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the application for Design Review on March 18, 2021. On May 3, 2021, the Planning Department provided comments and requested revisions to the plan set. The applicant submitted revised plans on November 11, 2022. The Final Design Review application was deemed complete on April 27, 2023, after two reviews for completeness. Following receipt of the application, staff routed the application materials to all city departments for review. City Department comments were provided to the applicant on January 27, 2023. The applicant submitted a revised plan set on March 21, 2023, and a final plan set on April 27, 2023. A letter of completeness was sent to the applicant April 27, 2023. All department comments have been resolved or addressed through conditions of approval recommended below.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on May 2, 2023. The public hearing notice was published in the Idaho Mountain Express on May 2, 2023. A notice was published on the project site and on the city website on May 16, 2023. Story poles were documented on the project site as of May 16, 2023.

The Planning and Zoning Commission considered the Bigwood 3 Garages Design Review application (File No. 21-036) during their regular meeting on May 23, 2023. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission approved the Design Review application (File No. P21-036).

FINDINGS OF FACT

The Planning & Zoning Commission, 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:

BACKGROUND

The applicant is proposing to construct three new garage and carport structures to add a total of 14 covered parking spaces (the “project”), located in the Bigwood Condos #3 Common Area (127 Saddle Road). The structure entitled “Garage 1” on the project plans is 1,238 square feet, “Garage 2” is 2,672 square feet, and “Garage 3” is 2,112 square feet in size. There are 51 parking spaces existing onsite and only one parking space will be lost with the new parking structures and parking configuration. The subject property is zoned Tourist (T) and the common area on the lot is currently utilized as a paved parking lot.

FINDINGS REGARDING COMPLIANCE WITH ZONING CODE AND DIMENSIONAL STANDARDS

Ketchum Municipal Code Standards and Staff Comments				
Yes	No	N/A	KMC §	Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Lot Area and Lot Width
			Staff Comments	<p>Required: Minimum lot area of 8,000 square feet, minimum lot width average of 80 feet</p> <p>Existing: Lot Area – 114,450 square feet per topographic survey submitted with project plans Lot Width – approximately 458 feet along the front property line on Saddle Road and approximately 508 feet along the side property line on Spur Lane</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Lot Coverage
			Staff Comments	<p>Permitted Gross FAR: 0.5</p> <p>Proposed: Total Lot Area – 114,450 square feet Existing Floor Area Ratio – .27 (30,870 square feet) Proposed Floor Area Ratio – .32 (36,887 square feet)</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Building Setbacks

			Staff Comments	<p>Permitted: Front (Saddle Road/north): 15 feet Side (Spur Lane/east and west): The greater of 1' for every 3' in building height, or 5'. At least 10' for one-family dwellings ¹ Rear (south): The greater of 1' for every 3' in building height, or 10'. At least 15' for one-family dwellings ^{1,2}</p> <p>Building height: Garage 1 is 19' in height (required setback is 6.33), Garage 2 is 18' in height (required setback is 6), and Garage 3 is 18'-6" in height (required setback is 6.2).</p> <p>Proposed: Front (Saddle Road/north): 16'-8" Side (Spur Lane/east): 10' Side (west): 24'-9" (no change) Rear (south): 37'-1" (no change)</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Height
			Staff Comments	<p>Permitted: 35 feet Height of building: The greatest vertical distance measured at any point from the roof to natural, existing, or finished grade, whichever is lowest. The maximum vertical distance from the lowest exposed finished floor to the highest point of the roof (regardless of vertical alignment) shall be no more than five feet greater than the maximum height permitted in the zoning district (see illustration B on file in the office of the City Clerk). No facade shall be greater than the maximum height permitted in the zoning district. (See definition of "facade" in this section and illustration B on file in the office of the City Clerk.) Facades which step up or down hillsides shall be set back from the lower facade a minimum of 50 percent of the height of the lower facade; except, that roof overhangs may extend up to three feet into this area (see illustration B on file in the office of the City Clerk). This building height provision shall apply to parapets, Boston roofs and any other portion of a building roof, but shall not apply to flagpoles, lightning rods, weather vanes, antennas or chimneys.</p> <p>Proposed: The total building height for the garage/carport structures from existing grade to the top of the roof are as follows: - Garage 1 = 19' - Garage 2 = 18' - Garage 3 = 18'-6"</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.03.H	Curb Cut
			Staff Comments	<p>Permitted: A maximum of thirty five percent (35%) of the linear footage of any street frontage may be devoted to access off street parking.</p> <p>Proposed: The street frontage for the Bigwood 3 Condominiums is Saddle Road but the development can also be accessed from Spur Lane. Both the Saddle Road curb cut (32') and the Spur Lane curb cut (25') are existing and no changes are proposed.</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.040	Parking Spaces
			Staff Comments	<p>Required: Multi-family dwelling units within the Tourist (T) Zone District: Units up to Units 750 square feet or less require 0 parking spaces Units 751 square feet to 2,000 square feet require 1 parking space Units 2,001 square feet and above require 2 parking spaces</p> <p>Parking for the project is existing, with 51 spaces onsite. There are 27 units on the subject property, all of which are less than 2,000 square feet in size, therefore 27 parking spaces are required.</p> <p>Proposed: The project is proposing a total of 50 parking spaces, of which 30 parking spaces are marked and uncovered spaces (including 3 ADA spaces with access aisles), 14 carport parking spaces, and 6 garage parking spaces.</p>

FINDINGS REGARDING COMPLIANCE WITH DESIGN REVIEW STANDARDS

Improvements and Standards (KMC §17.96.060)				
Yes	No	N/A	KMC §	Standards and Findings
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.A1 Streets	The applicant shall be responsible for all costs associated with providing a connection from an existing city street to their development.
			<i>Commission Findings</i>	The project has existing connections from city streets to the condominium development. The project is proposing to remove the two existing access points and add a new access point from the internal drive to the Building D parking lot. The applicant is responsible for all costs associated with the proposed change in access to Building D from the internal drive.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.A2 Streets	All street designs shall be approved by the City Engineer.
			<i>Commission Findings</i>	No new streets are proposed for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.B1 Sidewalks	All projects under 17.96.010(A) that qualify as a “Substantial Improvement” shall install sidewalks as required by the Public Works Department.
			<i>Commission Findings</i>	KMC 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. The subject property is within the T Zone District; however, this project does not qualify as a substantial improvement therefore sidewalks are not required to be installed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B2 Sidewalks	Sidewalk width shall conform to the City’s right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B3 Sidewalks	Sidewalks may be waived if one of the following criteria is met:

				<p>a. The project comprises an addition of less than 250 square feet of conditioned space.</p> <p>b. The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.</p>
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B4 Sidewalks	The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B5 Sidewalks	New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B6 Sidewalks	The City may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City issues a certificate of occupancy.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C1 Drainage	All storm water shall be retained on site.
			<i>Commission Findings</i>	Stormwater management was reviewed for the entire site during department review. The preliminary grading plan shows all stormwater being retained on site. The City Engineer will review the final grading and drainage plan at the time of building permit review.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C2 Drainage	Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
			<i>Commission Findings</i>	Drainage improvements have been designed for the full length of the property along Saddle Road and Spur Lane as shown in the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C3 Drainage	The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.
			<i>Commission Findings</i>	During department review, the Streets Department identified potential drainage improvements to manage the runoff to the rear of the proposed structures. These improvements will be finalized during the building permit review process to ensure drainage of the surrounding area is properly managed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C4 Drainage	Drainage facilities shall be constructed per City standards.

			<i>Commission Findings</i>	The proposed drainage improvements are designed to meet city standards. Final design will be reviewed and approved by the City Engineer prior to issuance of a building permit.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.D1 Utilities	All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.
			<i>Commission Findings</i>	All utilities for the development are existing and no changes are proposed. Any utilities that would be installed would be at the sole expense of the applicant.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.D2 Utilities	Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.
			<i>Commission Findings</i>	All utilities for the development are existing and no changes are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.D3 Utilities	When extension of utilities is necessary all developers will be required to pay for and install two (2") inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with city of Ketchum standards and at the discretion of the City Engineer.
			<i>Commission Findings</i>	Extension of utilities is not required for the project; therefore, this standard does not apply.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.E1 Compatibility of Design	The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.
			<i>Commission Findings</i>	The project proposes three garage/carport structures with asphalt shingle shed roofs, charcoal gray metal fascia, and a mix of light gray board and batt and brown decorative block siding. The project design and materials were intentionally chosen to match the existing condominiums on the subject property.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.E2 Compatibility of Design	Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.
			<i>Commission Findings</i>	The subject property does not include significant landmarks; therefore, this standard does not apply.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.E3 Compatibility of Design	Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.
			<i>Commission Findings</i>	The proposed project does not include an addition to an existing building; therefore, this standard does not apply.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F1 Architectural	Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.
			<i>Commission Findings</i>	The condominiums have existing pathways from the buildings to the parking lot via walkways. As discussed above, sidewalks are not required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F2 Architectural	The building character shall be clearly defined by use of architectural features.
			<i>Commission Findings</i>	The proposed garage/carport structures were intentionally designed to match the architectural style of the existing condominiums onsite.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F3 Architectural	There shall be continuity of materials, colors and signing within the project.
			<i>Commission Findings</i>	The project proposes a consistent use of materials including light gray board and batt siding, brown decorative block siding, and charcoal gray metal fascias.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F4 Architectural	Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.
			<i>Commission Findings</i>	The project proposes a dry-stack rock retaining wall to the rear of the garage/carport structures. The rock material will complement the brown and gray earth tones of the existing primary buildings onsite.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F5 Architectural	Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.
			<i>Commission Findings</i>	Each new garage/carport structure is different in size and incorporates differing ratios of garages and carports. The structures utilize shed roofs with varying heights and a skirt roof element over the garage doors to reduce the perceived bulk and mass of the structure.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F6 Architectural	Building(s) shall orient towards their primary street frontage.
			<i>Commission Findings</i>	The condominiums are existing and are accessed from the developments' frontage off Saddle Road via an internal drive.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F7 Architectural	Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.
			<i>Commission Findings</i>	Garbage will be stored within the existing garage enclosure onsite, and no satellite receivers are anticipated.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F8 Architectural	Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.
			<i>Commission Findings</i>	The project plans do not indicate snow retention devices on the roofs of the garage/carport structures. Therefore, staff recommended condition of approval #5 to ensure snow retention devices are installed on each new structure.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G1 Circulation Design	Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.
			<i>Commission Findings</i>	The development has existing access to Saddle Road and Spur Lane. As both Saddle Road and Spur Lane are considered local streets, all pedestrian, equestrian and bicycle movements are contained within the street. There are no easements or pathways in the area requiring connectivity to the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.G2 Circulation Design	Awnings extending over public sidewalks shall extend five (5') feet or more across the public sidewalk but shall not extend within two (2') feet of parking or travel lanes within the right of way.
			<i>Commission Findings</i>	The project does not propose any building feature encroachments into the right-of-way.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G3 Circulation Design	Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.
			<i>Commission Findings</i>	Sidewalks are not required for this project. The site improvements have been reviewed by the City Engineer. Final review of all improvements will be completed prior to issuance of a building permit for this project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G4	Curb cuts and driveway entrances shall be no closer than twenty (20') feet to the nearest intersection of two or more streets, as measured along the property line

			Circulation Design	adjacent to the right of way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.
			<i>Commission Findings</i>	The development has existing curb cuts on Saddle Road and Spur Lane and no changes are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G5 Circulation Design	Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.
			<i>Commission Findings</i>	Access for emergency vehicles, snowplows, and delivery vehicles is from Saddle Road and Spur Lane. Building D of the complex has two access points existing; both are proposed to be removed and one new access is to be added from the internal drive. In conversations with the applicant and the Fire Department, the new access to Building D from the internal drive is compliant with Fire Code emergency vehicle access requirements by providing a 26-foot-wide and 150-foot-long access road, which is demonstrated on Sheet L1 of the project plans. Garbage trucks do not service the Bigwood 3 Condominiums. In a letter from the Board of Directors, it was confirmed that the Bigwood 3 Homeowners Association disposes of its own trash and that they will continue to do so. Further, the letter stated that the new parking layout and parking structures will have no impact on the association's handling of trash.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.H1 Snow Storage	Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas.
			<i>Commission Findings</i>	There is a total of 836 linear feet of improved parking and pedestrian areas, requiring 2,280 square feet of snow storage. The project proposes a total of 12,700 square feet of snow storage onsite.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.H2 Snow Storage	Snow storage areas shall be provided on-site.
			<i>Commission Findings</i>	As shown in the project plans, all snow storage is provided on-site.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.H3 Snow Storage	A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty-five (25) square feet.
			<i>Commission Findings</i>	As shown in the project plans, the snow storage areas onsite meet these dimensional requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.H4 Snow Storage	In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed.
			<i>Commission Findings</i>	Snow storage is being provided, therefore no snowmelt or hauling of snow will be required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I1 Landscaping	Landscaping is required for all projects.
			<i>Commission Findings</i>	Landscaping exists onsite; however, the project plans include a landscape plan for the new landscaping to be added to the site.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I2 Landscaping	Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape.
			<i>Commission Findings</i>	Proposed plant materials are drought tolerant and are consistent with landscaping of surrounding properties within the neighborhood.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I3 Landscaping	All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.
			<i>Commission Findings</i>	All proposed plant materials are drought tolerant.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I4 Landscaping	Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.
			<i>Commission Findings</i>	The garage/carport structures for Building D and Building E are buffered by the hillside and existing landscaping along Saddle Road. The garage/carport structure for Building F will be buffered by new landscaping which includes lilac bushes along the rear of the structure on Spur Lane.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.J1 Public Amenities	Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required.

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 Design Review application for the development and use of the project site.
2. The Commission has authority to hear the applicant's Design Review Application pursuant to Chapter 17.96 of Ketchum Municipal Code Title 17.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §17.96.080.
4. The Design Review application is governed under Ketchum Municipal Code Chapters 17.96, 17.124, 17.08, 17.12, 17.18, and 17.128.

5. The Bigwood 3 Garages Design Review application meets all applicable standards specified in Title 17 of Ketchum Municipal Code.

DECISION

THEREFORE, the Commission **approves** this Design Review Application File No. P21-036 this Tuesday, May 23, 2023, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. This Design Review approval is based on the architectural plan set dated April 26, 2023, included as Exhibit A to these findings. Building Permit Plans must conform to the approved Design Review plans unless otherwise approved in writing by the Commission or the Planning and Zoning Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
2. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
3. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations.
4. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.
5. The applicant shall install snow retention devices on the roof of each garage/carport structure.

Findings of Fact **adopted** this 23rd day of May 2023.

Neil Morrow, Chair
City of Ketchum
Planning and Zoning Commission



City of Ketchum

Attachment D: Public Comment

Geoff Isles
235 Spur Lane #103
Ketchum, ID 83340

May 14, 2023

To Whom It May Concern:

I'm writing to make comment on the proposed applications by Bigwood Condominiums with the project name "Bigwood 3 Garages." While I have no objection to the project in general, I would like to call additional attention to the hillside that drops from Spur Lane onto the property behind two for the proposed structures, and to the condition of Spur Lane itself because of the lack of adequate drainage under the roadway.

The construction of Spur Lane was not done properly as there was no drainage installed to move the melted snow from the upper hillside to avoid the road. What has happened over the years, is the water erodes the ground under the asphalt as it has nowhere else to travel. This has caused the road to crumble. Recently, the road was given a double chip and seal which has temporarily stabilized the road but has created a different issue. Now, the roadway has additional height to it and acts as a dam, partially holding back the water sending it down the road toward other properties, causing massive puddling and turning some areas into mud fields. But water is still working its way under the road as well, ending up eroding the hillside going onto Bigwood's property. Water can be seen even as I write, washing over the driveway.

I have two suggestions to solve the problem. First, create a drainage system on the uphill side of the road that brings the water through pipes underneath Spur Lane, then link them into the proposed drainpipes that run along the backside of the proposed garages. Second, change the size of the proposed perforated pipes from 4" to 6" as the small pipe will not be large enough to draw out the water on larger snow years, as we have just had.

I have owned property on Spur Lane since 1996, and the formula to just bandage the situation, instead of fixing it, just doesn't work. With the construction of these garages, it could cause more issues with the roadway. Let's fix the problem while the construction is going on.

Sincerely,

Geoff Isles

Paige Nied

From: Paige Nied
Sent: Monday, May 15, 2023 3:42 PM
To: Paige Nied
Subject: FW: Photos for Letter

From: GEOFFREY ISLES <islesglass@aol.com>
Sent: Monday, May 15, 2023 2:14 PM
To: Participate <participate@ketchumidaho.org>
Subject: Photos for Letter

To Whom It May Concern:

This is for the P&Z meeting of 5/23/2023. Subject: Bigwood 3 Garages.

Can you forward these images to attach to the letter I sent yesterday. As you can see, water is coming out from the base of the hill, and the roadway is already deteriorating after only 3-4 years. It is actually sinking.

Thank you.

Geoff Isles
235 Spur Lane #103
Ketchum, ID 83340







