



**CITY OF KETCHUM, IDAHO**

**CITY COUNCIL MEETING**

Monday, October 16, 2023, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

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**AGENDA**

**PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

**We welcome you to watch Council Meetings via live stream.**

You will find this option on our website at [www.ketchumidaho.org/meetings](http://www.ketchumidaho.org/meetings).

**If you would like to comment on a public hearing agenda item, please select the best option for your participation:**

- Join us via Zoom (*please mute your device until called upon*)  
**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/88965693380>  
Webinar ID:889 6569 3380
- Address the Council in person at City Hall.
- Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*)

*This agenda is subject to revisions. All revisions will be underlined.*

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**CALL TO ORDER:** By Mayor Neil Bradshaw

**ROLL CALL:** Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

1. Public comments submitted
2. Domestic Violence Awareness Month Proclamation - Mayor Neil Bradshaw

**CONSENT AGENDA:**

*ALL ACTION ITEMS - The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.*

3. Recommendation to approve minutes of October 2, 2023 – City Clerk Trent Donat
4. Authorization and approval of the payroll register – Treasurer Shellie Gallagher

- [5.](#) Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher
- [6.](#) Recommendation to approve Purchase Order 24012 with WSECO for dozer rental and second dozer, if needed - Street Superintendent Ramsy Hoehn
- [7.](#) Recommendation to approve Purchase Orders 24020, 24021, 24022, and 24023 for snow hauling services for winter 2023-2024 - Streets Superintendent Ramsy Hoehn
- [8.](#) Recommendation to amend Purchase Order 23122 establishing a contingency budget for Northwood Pump Station Standby Power Modifications project - Water Utilities Supervisor - Gio Tognoni
- [9.](#) Recommendation to approve Crossbuck West Townhomes ROW Encroachment Agreement 24888, Grant of License and Alley Maintenance Agreement 24889, and Townhouse Subdivision Final Plat Application File No. P23-021 - Senior Planner Abby Rivin
- [10.](#) Recommendation to approve Right-of-Way Encroachment Agreement 24887 for paver driveways at 402 Sage Rd - Associate Planner Adam Crutcher
- [11.](#) Recommendation to approve Wagon Days 2024 contracts 24026 - Sun Valley Events, 24027 - Red's Meadow Resort, Hold Harmless Agreement 24890 with the City of Sun Valley, and Lease Agreement 24891 with Sun Valley Company - Events Manager Eryn Alvey
- [12.](#) Recommendation to approve Task Order Eight with Superbloom Architecture for the design of native plant communities and planting methodologies - City Administrator Jade Riley
- [13.](#) Recommendation to Renew Contract for Services 22830-1 with Blaine County Housing Authority - Housing Director Carissa Connelly

**PUBLIC HEARING:**

- [14.](#) FY2023 Amended Budget Public Hearing and First, Second, & Third Reading of Ordinance 1252 - Treasurer Shellie Gallagher & City Administrator Jade Riley

**NEW BUSINESS:**

- [15.](#) Discussion and guidance on F150 Lightning electric vehicle purchase for wastewater department - City Clerk and Business Manager Trent Donat
- [16.](#) Discussion of City's Planning Framework - City Administrator Jade Riley
- [17.](#) Recommendation to approve Housing Action Plan - Year 2 - Housing Director Carissa Connelly
- [18.](#) Analysis and discussion of housing fee-in-lieu, future fee increase resolution - Housing Fellow Rian Rooney
- [19.](#) Recommendation to review and approve agreement 24892 for building department services with SAFEbuilt, LLC - Director of Planning and Building - Morgan Landers

**ADJOURNMENT:**

**From:** [peter.tynberg](#)  
**To:** [Participate](#)  
**Subject:** This material is for the Public Comment section of the next City Council Meeting on October 10th  
**Date:** Friday, October 6, 2023 8:58:52 AM

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## UNWANTED WATER IN WEST KETCHUM NEEDS TO BE DIRECTED INTO THE RIVER RATHER THAN INTO HOMEOWNER'S PROPERTY

I have spent considerable effort and time over the past 4 1/2 months courteously communicating with the City regarding the unwanted water that the City approved to be directed into the wetlands on our property this spring with blue tubes on the streets. In September Mr. Crutcher still believed that the structures from which the blue tubes and sump pumps were sending forth that water were "crawl spaces". When I examined them last June with Mr. Brasshaw we saw that there was no way one could crawl from those holes to space under any of the buildings. Inside those structures were perforations to let water out into the surrounding soil and a few 8 inch PVC pipes (drains) bringing water into those DRYWELLS.

I have attempted to call these structures to the attention of Ms. Landers and Mr. Crutcher by providing them with the Westcliff Residence plans and directing them to page C1 (page 17) where they are shown by 4 blue circles and marked "drywells". The three pages C1, C2, and C3 (pages: 17, 18, And 19) not only show these structures, but the City in red corrected them due to concern about any depth over 5 feet. The two structure we examined together in June were at least 10-11 feet deep in violation of that restriction. One of them has been covered over this past summer.

I believe that the fears of those structures overflowing with aquifer run off were groundless, and that there was no need to pump all that water into our pond last spring.

I believe that this problem must be examined so that next spring there is no reoccurrence of this unwanted water being diverted to our property.

As you know I also would like the two culverts under Wood River Drive extended to the river with storm drains rather than having our wetlands used as a conduit to get the water to the river.

I believe my request in having the City look into this problem and respond to me is reasonable.

The city should have their consulting engineer study this situation and render a public report.

I request that it be an item on the Council's agenda.

Respectfully,

Peter Tynberg. M.D.ith Mr. Bradshaw



City of Ketchum

## Domestic Violence Awareness Month Proclamation

- Whereas,** domestic violence remains a pervasive issue across Blaine County, the United States and the world with implications for personal and community health; and
- Whereas,** one in every four women will experience domestic violence during her lifetime; one in every five women will experience sexual assault in her lifetime; and one in seven men have had abusive or unwanted sexual experiences in their lifetime; and
- Whereas,** the crimes of domestic and sexual violence violate an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and
- Whereas,** victims of violence should have access to medical and legal services, counseling, emergency and transitional housing, and other supportive services so that they can safely escape the cycle of abuse; and
- Whereas,** every day in Blaine County individuals and organizations play a part in supporting people impacted by domestic violence, providing services including therapeutic, legal, educational, housing, advocacy, and medical services; and
- Whereas,** Ketchum, has a moral obligation to work to prevent domestic violence, address its brutal and destructive effects and make ending domestic violence a local priority.

**NOW THEREFORE,** I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim the month of October 2023 as Domestic Violence Awareness Month, and recognize the survivors and victims of abuse whose courage inspires us all. We recommit to offering a helping hand to those most in need, and we remind them that they are not alone.



**CITY OF KETCHUM**  
**MEETING MINUTES OF THE CITY COUNCIL**  
Monday, October 2, 2023

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**CALL TO ORDER: 4:00PM** *(00:00:15 in video)*

Mayor Bradshaw called the meeting of the Ketchum City Council to order at 4:00 p.m.

**ROLL CALL:**

Mayor Neil Bradshaw  
Michael David  
Jim Slanetz  
Amanda Breen  
Courtney Hamilton

**ALSO PRESENT:**

Jade Riley—City Administrator  
Trent Donat—City Clerk & Business Manager  
Shellie Gallagher—City Treasurer  
Morgan Landers—Director of Planning and Building  
Abby Rivin—Senior Planner  
Juerg Stauffacher—Director of Facilities  
Matt Johnson—City Attorney – *via teleconference*

**COMMUNICATIONS FROM MAYOR AND COUNCIL:**

- Michael David commented on the proposed signal at Serenade and Highway 75. He is in favor of the roundabout, and we need to keep pushing to make a safe, efficient, and aesthetic way to handle traffic. He predicts that without the roundabout we will see huge traffic backups on Highway 75. *(00:00:43 in video)*
- Jim Slanetz commented on the excess speeding, and a neighbor's cat being killed. People are driving much too fast in town but would like to see residential speed limits dropped. *(00:02:59 in video)*
- Mayor Bradshaw spoke to traffic calming, at Bird Dr., an upcoming workshop that would address the needs in the city and take it to Traffic Authority. Additionally reminded all about the upcoming Trailing of the Sheep. *(00:04:23 in video)*

**CONSENT AGENDA:**

- Item #12 highlighted by Mayor Bradshaw, advising that the electronic charging station will be a paid charging station and require an app. *(00:06:21 in video)*

**Questions, comments, and discussion by Council** *(00:07:22 in video)*

**Motion to approve consent agenda.** *(00:14:40 in video)*

**MOVER:** Courtney Hamilton

**SECONDER:** Jim Slanetz

**AYES:** Michael David, Amanda Breen, Jim Slanetz, Courtney Hamilton

**RESULT: ADOPTED UNANIMOUS**

**PUBLIC HEARING:** *(00:14:53 in video)*

**18.** Recommendation to hold a public hearing, conduct the second and third readings, and adopt Ordinance 1249, amending certain sections of Title 16 – Subdivisions, and Title 17 – Zoning Regulations.

Presented by: Morgan Landers and Abby Rivin

**Public Comment Open:** *(00:15:42 in video)*

None

**Public Comment Closed:** *(00:16:01 in video)*

**Questions, comments, and discussion by Council** *(00:16:23 in video)*

**Motion to approve the Second and Third Reading of Ordinance 1249.** *(00:17:11 in video)*

**MOVER:** Jim Slanetz

**SECONDER:** Amanda Breen

**AYES:** Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

**RESULT: ADOPTED UNANIMOUS**

**Motion to adopt Ordinance 1249 and read by Title Only.** *(00:17:27 in video)*

**MOVER:** Jim Slanetz

**SECONDER:** Amanda Breen

**AYES:** Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

**RESULT: ADOPTED UNANIMOUS**

**Second and Third Reading of Ordinance 1249 by Title Only.**

Trent Donat *(00:17:43 in video)*

**NEW BUSINESS:** *(00:19:08 in video)*

**19.** Recommendation to review information and provide direction on staffing model of the Ketchum Building Department.

Presented by: Morgan Landers *(00:19:31 in video)*

**Questions, comments, and discussion by Council** *(00:25:35 in video)*

Neil Bradshaw commented on the presentation and questions, then turned it over to the Council for their recommendation and direction. *(00:47:42 in video)*

**Comments and discussion by Council** *(00:47:49 in video)*

**20.** Review and approve written decision on Administrative Appeal P22-035B of Final Design Review and Condominium Preliminary Plat at 200 N Leadville Ave.

Presented by: Matt Johnson *(01:05:08 in video)*

**Motion to move to approve the written decision as presented by the City Attorney and authorize the Mayor to sign. (01:06:00 in video)**

**MOVER:** Courtney Hamilton

**SECONDER:** Jim Slanetz

**AYES:** Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

**RESULT: UNANIMOUS**

**EXECUTIVE SESSION:**

**21. Pursuant to Idaho Code 74-206(1)(c) Property Acquisition.**

**Motion to move to Executive Session pursuant to Idaho code 74-206(1)(c) to discuss property acquisition. (01:06:26 in video)**

**MOVER:** Amanda Breen

**SECONDER:** Jim Slanetz

**AYES:** Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

**RESULT: UNANIMOUS**

**ADJOURNMENT:**

**Motion to adjourn (01:06:55 in video)**

**MOVER:** Courtney Hamilton

**SECONDER:** Amanda Breen

**AYES:** Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

**RESULT: UNANIMOUS**

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Neil Bradshaw, Mayor

**ATTEST:**

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Trent Donat, City Clerk

Report Criteria:

Invoices with totals above \$0 included.  
 Paid and unpaid invoices included.  
 [Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"  
 Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>GENERAL FUND</b>				
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>				
DUFUR, BRAD OR CYNDI	231010	FEE REFUND	1,000.00	
WYATT, WILLIAM OR JOAN	231010	FEE REFUND	1,000.00	
Total :			2,000.00	
<b>ADMINISTRATIVE SERVICES</b>				
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>				
COPY & PRINT, L.L.C.	127458	BOARD CLEANER, PENS, PAPER	321.41	
GEM STATE PAPER & SUPPLY	1105125	COFFEE CREAMER, TISSUE, TOWEL, DISINFECTANT WIPES	415.82	
<b>01-4150-4200 PROFESSIONAL SERVICES</b>				
SENTINEL FIRE & SECURITY, IN	91870	191 W 5TH ST	164.70	
JAQUET, WENDY	101123	RESORT CITIES COALITION 16 HRS WORKED	560.00	
WESTERN RECORDS DESTRUCT	0662503	RECORDS DESTRUCTION - SEPT 23	67.00	
<b>01-4150-4600 PROPERTY &amp; LIABILITY INSURANCE</b>				
ICRMP	02097-2024-1	INSURANCE PREMIUMS	108,922.00	24017
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
COX BUSINESS	0012401047131	0012401047131901 092423	81.99	
<b>01-4150-5200 UTILITIES</b>				
CITY OF KETCHUM	SEPT 23	9994	186.89	
CITY OF KETCHUM	SEPT 23	208	421.95	
CITY OF KETCHUM	SEPT 23	772	66.88	
CITY OF KETCHUM	SEPT 23	360	56.39	
Total ADMINISTRATIVE SERVICES:			111,265.03	
<b>LEGAL</b>				
<b>01-4160-4270 CITY PROSECUTOR</b>				
ALLINGTON, ESQ., FREDERICK	120303	Monthly Prosecutor Payment	3,883.33	
Total LEGAL:			3,883.33	
<b>PLANNING &amp; BUILDING</b>				
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>				
COPY & PRINT, L.L.C.	127477	SHEET PROTECTORS	49.26	
<b>01-4170-4200 PROFESSIONAL SERVICES</b>				
HARMONY DESIGN & ENGINEE	23289	18018 KETCHUM SAP REVIEW THROUGH 083123	850.00	
<b>01-4170-4210 PROFESSIONAL SERVICES - IDBS</b>				
DIVISION OF OCCUPATIONAL	100123	SEPT 2023 BUILDING PERMIT FEES	25,870.11	



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total PLANNING & BUILDING:			26,769.37	
<b>NON-DEPARTMENTAL</b>				
<b>01-4193-4200 PROFESSIONAL SERVICE</b>				
CARLSEN, DAVID	092823	PUBLIC WORKS DIRECTOR INTERVIEW TRAVEL REIMBURSEMENT	1,178.85	
<b>01-4193-9910 MERIT/COMPENSATION ADJUSTMENTS</b>				
BARBARA'S PARTY RENTAL, INC	092723	FOLDING CHAIRS	285.00	
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>				
MURRAY GROUP	767141	SEPT 23 NAVIGATOR SERVICES	1,875.00	23111
Total NON-DEPARTMENTAL:			3,338.85	
<b>FACILITY MAINTENANCE</b>				
<b>01-4194-3200 OPERATING SUPPLIES</b>				
CHATEAU DRUG CENTER	2763789	WILD ODOR GENIE	11.38	
CHATEAU DRUG CENTER	2764179	HEFTY EXTRA LARGE TRASH BAGS	12.34	
<b>01-4194-4200 PROFESSIONAL SERVICES</b>				
LILY & FERN, LLC	5065	Flower Maintenance	367.50	
<b>01-4194-5200 UTILITIES</b>				
CITY OF KETCHUM	SEPT 23	536	157.69	
CITY OF KETCHUM	SEPT 23	532	559.08	
CITY OF KETCHUM	SEPT 23	1245	41.85	
CITY OF KETCHUM	SEPT 23	9995	2,778.12	
CITY OF KETCHUM	SEPT 23	1127	82.85	
CITY OF KETCHUM	SEPT 23	9996	57.65	
CITY OF KETCHUM	SEPT 23	560	14.55	
CITY OF KETCHUM	SEPT 23	9991	93.35	
CITY OF KETCHUM	SEPT 23	456	3,028.67	
CITY OF KETCHUM	SEPT 23	1650	56.40	
INTERMOUNTAIN GAS	32649330001 0	130 S 1 AVE	15.45	
INTERMOUNTAIN GAS	76053745030 0	76053745030 092523	29.86	
<b>01-4194-5300 CUSTODIAL &amp; CLEANING SERVICES</b>				
WESTERN BUILIDNG MAINTEN	0141418-IN	Monthly Janitorial Service - SEPT 23	4,637.00	
<b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>				
BRENNAN'S CARPET	080823	CUSTOM LILY PAD	1,337.28	
<b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>				
CITY OF KETCHUM	SEPT 23	192	352.68	
INTERMOUNTAIN GAS	17499804809 0	17499804809 092523	15.45	
INTERMOUNTAIN GAS	65669030002 0	65669030002 092523	15.45	
COX BUSINESS	0012401034971	0012401034971402 092223	143.00	
<b>01-4194-5950 REPAIR &amp; MAINT-WARM SPRINGS PR</b>				
A.C. HOUSTON LUMBER CO.	2310-643144	CONCRETE MIX-DOG PARK	50.67	
<b>01-4194-6950 MAINTENANCE</b>				
A.C. HOUSTON LUMBER CO.	2309-638327	FSATENERS	1.68	
A.C. HOUSTON LUMBER CO.	2309-639132	LAG BOLT	3.24	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
A.C. HOUSTON LUMBER CO.	2309-639900	CONCRETE DRY MIX	45.04	
A.C. HOUSTON LUMBER CO.	2309-640156	FASTENERS	7.80	
A.C. HOUSTON LUMBER CO.	2309-641142	BIT SET SECURITY	14.99	
A.C. HOUSTON LUMBER CO.	2309-641200	CUTOFF DISC & BLADE CRBD	23.98	
A.C. HOUSTON LUMBER CO.	2309-641307	4x6 BTR DF & BTR FIR LARCH	417.79	
A.C. HOUSTON LUMBER CO.	2309-642125	Concrete dry mix	22.52	
A.C. HOUSTON LUMBER CO.	2310-643144	SIKA ADHESUVE CONSTRUCTION-LITTLE PARK	68.97	
LUTZ RENTALS	147099-1	FORKLIFT RENTAL	150.41	
Total FACILITY MAINTENANCE:			14,614.69	
<b>POLICE</b>				
<b>01-4210-3200 OPERATING SUPPLIES</b>				
CHATEAU DRUG CENTER	2767059	20PK 8 MNT CABLE TIE	5.68	
<b>01-4210-4200 PROFESSIONAL SERVICES</b>				
EASY TOWING LLC	54760	AUDI A6 RELOCATION TO 1ST AVE	125.00	
<b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>				
BLAINE COUNTY CLERK/RECOR	201069	BCSO Law Enforcement Services	155,223.25	
<b>01-4210-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>				
RIVER RUN AUTO PARTS	6538-194762	22" WINTER BLADE	33.90	
DICK YORK'S AUTO SERVICE	93633	2014 FORD F150 PK REPAIR	154.41	
Total POLICE:			155,542.24	
<b>FIRE &amp; RESCUE</b>				
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>				
GEM STATE PAPER & SUPPLY	1105121	PAPER TOWELS	87.15	
WHITE CLOUD COFFEE LLC	81045	STATION COFFEE	112.91	
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>				
GEM STATE PAPER & SUPPLY	1105121	PAPER TOWELS	87.15	
NORCO	38829482	CYLINDER RENTAL 093023	184.50	
HENRY SCHEIN	55500367	SURGICAL TAPE, BP CUFFS, TEST STRIPS, COVID TESTS	255.68	
HENRY SCHEIN	56391274	CPR PADS	688.92	
WHITE CLOUD COFFEE LLC	81045	STATION COFFEE	112.91	
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>				
RIVER RUN AUTO PARTS	6538-194520	ENGINE 101 OIL CHANGE	174.45	
RIVER RUN AUTO PARTS	6538-194589	ENGINE 101 OIL CHANGE	79.10	
<b>01-4230-4200 PROFESSIONAL SERVICES FIRE</b>				
ESO SOLUTIONS INC.	ESO-118944	CAD EMS & FIRE PACKAGE	402.08	
<b>01-4230-4210 PROFESSIONAL SERVICES EMS</b>				
ESO SOLUTIONS INC.	ESO-118944	CAD EMS & FIRE PACKAGE	402.08	
<b>01-4230-4920 TRAINING-FACILITY</b>				
IDAHO POWER	2224210258 09	2224210258 092523	24.42	
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>				
AT&T MOBILITY LLC	287307161044	287307161044X06012023 092323	451.04	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>				
AT&T MOBILITY LLC	287307161044	287307161044X06012023 092323	451.03	
<b>01-4230-5200 UTILITIES</b>				
CITY OF KETCHUM	SEPT 23	2307	150.10	
IDAHO POWER	2226144497 09	2226144497 092623	2,819.10	
INTERMOUNTAIN GAS	26223127833 0	26223127833 092523	22.54	
<b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
A.C. HOUSTON LUMBER CO.	2309-640199	FIREBLOCK- ENGINE 101	12.99	
A.C. HOUSTON LUMBER CO.	2310-646363	EXTRICATION & SHOP EQIP	10.49	
<b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
A.C. HOUSTON LUMBER CO.	2310-646363	EXTRICATION & SHOP EQUIPMENT	10.49	
<b>01-4230-6200 REPAIR &amp; MAINT--FACILITY</b>				
CHATEAU DRUG CENTER	2764358	HANGING STRIPS FOR PICTURES	7.59	
GRAINGER, INC., W.W.	9845515346	PORTABLE CORD	149.75	
Total FIRE & RESCUE:			6,696.47	
<b>STREET</b>				
<b>01-4310-3200 OPERATING SUPPLIES</b>				
ATKINSONS' MARKET	03748001	GIFT BASKET	42.85	
BUSINESS AS USUAL INC.	163563	FILE FOLDER ASST COLORS	11.70	
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1029511	37269 093023	1,145.97	
<b>01-4310-4200 PROFESSIONAL SERVICES</b>				
WORK-LINE GROUND MAINTEN	2287	PAVER REPAIR-ALLY COLONNADE & CHRISTIANIA	1,200.00	
<b>01-4310-5200 UTILITIES</b>				
CITY OF KETCHUM	SEPT 23	9999	63.90	
CITY OF KETCHUM	SEPT 23	9993	100.72	
INTERMOUNTAIN GAS	32649330001 0	200 E 10 ST	28.05	
INTERMOUNTAIN GAS	32649330001 0	911 WARM SPRINGS	48.78	
INTERMOUNTAIN GAS	49439330009 0	260 E 10TH ST	19.06	
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
A.C. HOUSTON LUMBER CO.	2310-642753	FASTENERS	3.10	
A.C. HOUSTON LUMBER CO.	2310-642896	SUCTION CUPS	16.37	
COLOR HAUS, INC.	QA4AD	RUSTOLEUM	29.98	
METROQUIP, INC.	P23594	FLANGE BEARING	260.28	
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>				
CINTAS	4157091619	MATS & COVERALLS	21.60	
CINTAS	4169742169	RUGS	21.60	23060
NORCO	38828709	CYLINDER RENTAL	250.50	
<b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>				
ECONO SIGNS LLC	10-984470	SQUARE POSTS	1,927.98	
ECONO SIGNS LLC	10-984763	NO PARKING SYMBOLS	1,990.50	
ECONO SIGNS LLC	10-985044	CUSTOM SIGN-DO NOT BACK INTO STALL	207.12	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>01-4310-6930 STREET LIGHTING</b>				
IDAHO POWER	2200749261 09	2200749261 092523	548.27	
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>				
WALKER SAND AND GRAVEL	1232994	43.41 TONS CRUSHED FINES & ENVIRO FEES	671.84	
WALKER SAND AND GRAVEL	1234203	26.25 TONS OF CLEAN FILL	189.75	
WALKER SAND AND GRAVEL	1234203	21.91 TONS CRUSHED FINES	333.03	
Total STREET:			9,132.95	
<b>RECREATION</b>				
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>				
ATKINSONS' MARKET	02730571	SUNFLOWER SEED	15.56	
ATKINSONS' MARKET	04738976	NANCYS WM VAN TRADITIONAL EASY SPLY PF CAL VIT	19.73	
ATKINSONS' MARKET	04739528	WHI VINEGAR ORANGES & APPLES	35.31	
ATKINSONS' MARKET	04742968	CANDY	20.03	
ATKINSONS' MARKET	05721835	APPLES	16.43	
ATKINSONS' MARKET	06708306	HOT COCOA	24.25	
ATKINSONS' MARKET	06710018	MILK ORNG JUICE NANCYS WM VAN SCOTCH BRITE FD CLB SQUEEZE	33.00	
Total RECREATION:			164.31	
Total GENERAL FUND:			333,407.24	
<b>WAGON DAYS FUND</b>				
<b>WAGON DAYS EXPENDITURES</b>				
<b>02-4530-3200 OPERATING SUPPLIES</b>				
BUSINESS AS USUAL INC.	163514	SCRIPTS, TALKING POINTS, RULES, BINDERS, COPIES	142.60	
Total WAGON DAYS EXPENDITURES:			142.60	
Total WAGON DAYS FUND:			142.60	
<b>GENERAL CAPITAL IMPROVEMENT FD</b>				
<b>GENERAL CIP EXPENDITURES</b>				
<b>03-4193-7135 MAIN STREET REHAB</b>				
DAVID EVANS & ASSOCIATES IN	545710	KETC0000-0001 AUG 23 - SEPT 23	18,639.38	23120
<b>03-4193-7193 MAIN ST/WARM SPRINGS DESIGN</b>				
DAVID EVANS & ASSOCIATES IN	543920	KETC0000-0001 JUN 23 - AUG 23	20,632.44	23120
<b>03-4193-9930 GENERAL FUND CIP CONTINGENCY</b>				
ECONO SIGNS LLC	10-983095	INTERSECTION SYMBOLS-WEST KETCHUM TRAFFIC CALMING PROJECT	2,505.47	
Total GENERAL CIP EXPENDITURES:			41,777.29	
<b>FACILITY MAINT CIP EXPENDITURE</b>				
<b>03-4194-7160 TOWNE SQUARE DESIGN SCOPE</b>				
GGLO	0000003	PROFESSIONAL SERVICES SEPT 23 - PROJECT 2023040.01	2,550.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total FACILITY MAINT CIP EXPENDITURE:			2,550.00	
<b>FIRE &amp; RESCUE CIP EXPENDITURES</b>				
<b>03-4230-7130 PPE (TURNOUT GEAR)</b>				
DAVIS EMBROIDERY INC.	43254	SHIRT AND EMBROIDERY SERVICE FOR SHIRTS	181.28	
UPS STORE #2444	MMN7FR5V67	RETURN OF EMS PANTS	13.58	
Total FIRE & RESCUE CIP EXPENDITURES:			194.86	
Total GENERAL CAPITAL IMPROVEMENT FD:			44,522.15	
<b>ORIGINAL LOT FUND</b>				
<b>ORIGINAL LOT TAX</b>				
<b>22-4910-6070 SVED</b>				
SUN VALLEY ECONOMIC DEVEL	1519	Quarterly Services	2,250.00	24007
<b>22-4910-6085 FRIENDS OF THE SAWTOOTH NF</b>				
FRIENDS OF SAWTOOTH NF	311	FSAC LEVL 4 SPONSORSHIP	5,000.00	24009
Total ORIGINAL LOT TAX:			7,250.00	
Total ORIGINAL LOT FUND:			7,250.00	
<b>COMMUNITY HOUSING</b>				
<b>COMMUNITY HOUSING EXPENSE</b>				
<b>54-4410-3200 LIFT TOWER LODGE OPERATIONS</b>				
OHIO GULCH TRANSFER STATIO	265025	MATTRESS / BOXSPRING LTL #8	7.92	
<b>54-4410-4200 PROFESSIONAL SERVICES</b>				
BUSINESS AS USUAL INC.	163636	AIRPORT POSTERS FOAM BOARD & MOUNTING	101.50	
COPY & PRINT, L.L.C.	127420	PAPER STOCK	18.50	
NESTED STRATEGIES	1159	HOUSING PHILANTHROPY	125.00	20638
BYRON W. FOLWELL, ARCHITEC	2190	ARCHITECTURAL SERVICES	1,250.00	
NEUROMEDIATION GROUP LLC	112	EVICITION MEDIATION PROGRAM SERVICES	3,083.33	
RODRIGEUZ, SHELLAN	1261	SPEAKER & COFFEE MEETING	500.00	
<b>54-4410-4250 LIFT TOWER LODGE PROFF SVCS</b>				
STURTEVANT'S	1-80039	BIKE PARTS	61.56	
<b>54-4410-5200 LIFT TOWER LODGE UTILITIES</b>				
CITY OF KETCHUM	SEPT 23	59	637.45	
INTERMOUNTAIN GAS	08335990225 0	08335990225 092523	130.74	
<b>54-4410-5900 LIFT TOWER LDG REPAIR &amp; MAINT</b>				
A.C. HOUSTON LUMBER CO.	2309-638591	FASTENERS	14.50	
A.C. HOUSTON LUMBER CO.	2310-642867	SGL BLANK WALL PLATE WHT	1.98	
A.C. HOUSTON LUMBER CO.	2310-643038	FASTENERS & SPRAY PAINT ROOM #8	7.79	
CHATEAU DRUG CENTER	2765650	LIGHTBULBS ROOM #8	35.13	
CHATEAU DRUG CENTER	2765701	SHOWER HOOKS LINER & CURTAIN	39.87	
CHATEAU DRUG CENTER	2765753	EXT CORD ROOM #8	6.64	
Total COMMUNITY HOUSING EXPENSE:			6,021.91	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total COMMUNITY HOUSING:			6,021.91	
<b>WATER FUND</b>				
<b>WATER EXPENDITURES</b>				
<b>63-4340-3200 OPERATING SUPPLIES</b>				
CINTAS	4169742206	110 River Ranch Rd - Admin	10.89	
CINTAS	4169742206	110 River Ranch Rd - Water	31.19	
D & B SUPPLY INC.	39043	PANTS AND SHIRTS	178.06	
D & B SUPPLY INC.	39716	PANTS AND SHIRTS	294.93	
TREASURE VALLEY COFFEE INC	2160:09778574	SQWINCHER STIX & COFFEE	112.06	
<b>63-4340-3250 LABORATORY/ANALYSIS</b>				
MAGIC VALLEY LABS, INC.	29071	Drinking Water Bacteria, Cooler Return	720.00	
<b>63-4340-3800 CHEMICALS</b>				
GEM STATE WELDERS SUPPLY,I	850491	Hypochlorite Solution	316.00	
<b>63-4340-4200 PROFESSIONAL SERVICES</b>				
ROB BECK LLC	7505	SADDLE RD WELL HOUSE - TREE REMOVAL	800.00	
MOUNTAIN FIRE SPRINKLER	3861	Annual Fire Sprinkler Inspections	540.00	
<b>63-4340-4600 INSURANCE</b>				
ICRMP	02097-2024-1	INSURANCE PREMIUMS	32,000.00	24017
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
VERIZON WIRELESS	9944356769	365516521 WATER DEPT	123.23	
<b>63-4340-5200 UTILITIES</b>				
DIG LINE	0072460-IN	Monthly Fee	119.68	
IDAHO POWER	2202458903 09	2202458903 - 110 RIVER RANCH RD OPTC	337.34	
IDAHO POWER	2203658592 09	2203658592 - WELLS & BOOSTERS	13,341.97	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD A	15.38	
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>				
RIVER RUN AUTO PARTS	6538-194621	BATTERY - DUMP TRUCK	399.90	
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>				
BANYAN TECHNOLOGY INC.	21160	Big Wood Well - Labor and Parts for Lighting Strike	1,843.10	
FERGUSON ENTERPRISES, LLC	0869269	LF 1-1/2 MIP X PE PJ BALL CORP	290.62	
LUNCEFORD EXCAVATION, INC.	15280	BIGWOOD LEAK - PARTS & LABOR	2,916.74	
PIPECO, INC.	S5240049.001	RBMANL 125 1.25" INS X MPT ADPT, TORQUE WRENCH	85.40	
RIVER RUN AUTO PARTS	6538-194540	STARTER, 12-VOLT COMMERCIAL	2,004.95	
Total WATER EXPENDITURES:			56,481.44	
Total WATER FUND:			56,481.44	
<b>WATER CAPITAL IMPROVEMENT FUND</b>				
<b>WATER CIP EXPENDITURES</b>				
<b>64-4340-7806 NEW STAND-BY GENERATOR WA/ADM.</b>				
DC ENGINEERING	21KET01A1SD	ENGINEERING BACKUP POWER NWW & ADMIN	1,330.00	22057
Total WATER CIP EXPENDITURES:			1,330.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total WATER CAPITAL IMPROVEMENT FUND:			1,330.00	
<b>WASTEWATER FUND</b>				
<b>WASTEWATER EXPENDITURES</b>				
<b>65-4350-3200 OPERATING SUPPLIES</b>				
ATKINSONS' MARKET	06709725	VINEGAR	3.03	
CHATEAU DRUG CENTER	2767032	SPRAY BOTTLE	3.79	
CINTAS	4169742206	110 River Ranch Rd - Wastewater	63.92	
CINTAS	4169742206	110 River Ranch Rd - Admin	10.90	
D & B SUPPLY INC.	52451	PANTS AND SHIRTS	163.43	
D & B SUPPLY INC.	52455	PANTS	39.99	
D & B SUPPLY INC.	74707	PANTS AND SHIRTS	230.93	
GEM STATE PAPER & SUPPLY	1105035	BLACK GARBAGE BAGS	46.10	
TREASURE VALLEY COFFEE INC	2160:09778572	COFFEE	122.43	
ULINE	7056689	LIGHT BULB RECYLING BOX KIT	130.68	
UPS STORE #2444	MMN7FR55K	WATER SAMPLES	14.87	
UPS STORE #2444	MMN7FR5Q96	WATER SAMPLES	15.57	
<b>65-4350-3800 CHEMICALS</b>				
HACH	13750804	CHEMICALS	85.55	
<b>65-4350-4200 PROFESSIONAL SERVICES</b>				
ANALYTICAL LABORATORIES, I	2307029	WASTEWATER MONITORING	865.14	
HDR ENGINEERING, INC.	1200559562	TASK ORDER #2 REGILLATORY INVESTIGATION BIOSOLIDS CLOSE LANDFILL	985.42	23133
ROBERTS ELECTRIC	09920	WASTEWATER - Troubleshooting breaker for rollup doors	100.00	
<b>65-4350-4600 INSURANCE</b>				
ICRMP	02097-2024-1	INSURANCE PREMIUMS	32,000.00	24017
<b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>				
DIVISION OF OCCUPATIONAL	100223	WASTEWATER LICENSE UPGRADE	25.00	
DIVISION OF OCCUPATIONAL	10223	WASTEWATER LAND APP LICENSE FOR ZACH HOEFER	55.00	
HOEFER, ZACH	10223.1	MILEAGE FOR WW EXAM 280 MILES x .655 & PARKING	192.65	
<b>65-4350-5200 UTILITIES</b>				
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD A	15.38	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD GRIT BLDG	15.45	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD C	16.35	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD SLUDGE LOADING BUILDING	15.45	
INTERMOUNTAIN GAS	58208688554 0	58208688554 - 110 RIVER RANCH RD MECHANICAL BAR SCREE	15.45	
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>				
AQUA-AEROBIC SYSTEMS, INC.	1039215-FRT	FREIGHT for PO 23137	804.00	
AQUA-AEROBIC SYSTEMS, INC.	104206-DEP	OPTIFIBER, NOZZLES, PARTS	22,927.95	23137
CATE INDUSTRIAL PRODUCTS,	B10523	GASKET, O-RING	138.24	
CHRISTENSEN INC.	561738	NOZZLE	80.00	
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>				
DIG LINE	0072460-IN	Monthly Fee	119.68	
Total WASTEWATER EXPENDITURES:			59,302.35	
Total WASTEWATER FUND:			59,302.35	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>WASTEWATER CAPITAL IMPROVE FND</b>				
<b>WASTEWATER CIP EXPENDITURES</b>				
<b>67-4350-7813 CAPITAL IMP PLAN(NO SHARING)</b>				
HDR ENGINEERING, INC.	1200561544	TASK ORDER #5 - SEWER COLLECTION MASTER PLAN	3,796.21	23007
<b>67-4350-7815 AERATION BASINS BLOWERS &amp; ELEC</b>				
HDR ENGINEERING, INC.	1200559724	TASK ORDER#001 AB UPGRADE DETAILED DESIGN	43,330.26	23090
<b>67-4350-7817 REMOVE DIGESTER NO 1 BLDG &amp; FL</b>				
HDR ENGINEERING, INC.	1200560140	TASK ORDER #15 SOLIDS HANDLING PER	11,493.35	23056
Total WASTEWATER CIP EXPENDITURES:			58,619.82	
Total WASTEWATER CAPITAL IMPROVE FND:			58,619.82	
<b>PARKS/REC DEV TRUST FUND</b>				
<b>PARKS/REC TRUST EXPENDITURES</b>				
<b>93-4900-5910 WARM SPRINGS PRESR-RESTORATION</b>				
NESTED STRATEGIES	1159	Extension of Warm Springs Preserve Contract 20638 30%	3,375.00	20638
Total PARKS/REC TRUST EXPENDITURES:			3,375.00	
Total PARKS/REC DEV TRUST FUND:			3,375.00	
Grand Totals:			570,452.51	

Report Criteria:

Invoices with totals above \$0 included.  
 Paid and unpaid invoices included.  
 [Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"  
 Invoice Detail.Voided = No,Yes





**MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

I move to authorize the Mayor to approve the contract with WSECO for the equipment rental and approve the rental of a second Dozer, if needed.

**Reasons for Recommendation:**

- A bulldozer is a vital piece of equipment to our snow hauling operations.
- Western States service personnel have come out to work on the equipment whenever needed, including on Christmas or New Year’s Day.

**Policy Analysis and Background (non-consent items only):**

The City typically rents the bulldozer from mid-November through February, unless it is still snowing. The City may keep the equipment longer if it appears to be a long snow year. On bigger snow years we have needed to rent two dozers to keep up with all the snow. The City has been renting a D6LGP from Western States (WSECO) in recent years and has paid approximately \$5,900 per month. This year’s cost is approximately \$6,100 per month.

The Streets Division uses a bulldozer to move snow at the snow storage site south of Serenade Lane. The team has experience using several different types of equipment over the years to push snow at our snow storage site, but the bulldozer has been found to be the most efficient. As may be expected, the City has experienced breakdowns with the rental equipment in the past and Western States has provided phenomenal service on holidays, weekends and after hours.

**Sustainability Impact:**

None (circle) OR state impact here:

**Financial Impact:**

Adequate funds exist in account: 01-4310-4200	Professional Services
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**Attachments:**

1. Rental Agreement from WSECO (4 pages)
2. Purchase Order #24012
- 3.



# RENTAL AGREEMENT

NO.: RQ000021617-23

RENTAL START DATE: 11/29/2023  
08:00am

Pocatello  
8403 S. 5th Ave Pocatello, ID 83204  
208.235.6400

**CUSTOMER 4855600**  
City Of Ketchum  
PO Box 2315  
Ketchum, ID 83340-2315

**JOB SITE CONTACT:** Ramsy 208-726-7831  
Snow Removal

**CUSTOMER PO:** 2023 Snow Removal  
**ORDERED BY:** Ramsy Hoehn  
208-726-7831  
**WRITTEN BY:** Linda L Monette  
**SALES REP:** Robert Reyes

Rental Items	Day	Weekly	4 Week
<b>Hours Allowed</b>	<b>4</b>	<b>20</b>	<b>88</b>
CAT D6T Track Type Tractor Insurance Value: \$900,000.00 Equipped: LGP, VPAT, ARO	\$1,000.00	\$2,033.00	\$6,100.00

Miscellaneous Items	Amount
Heavy Haul Delivery	\$950.00
Heavy Haul Pickup	\$950.00
Enviro Fee	\$91.50 Every month / every invoice

**Rental Terms**

- Prices above do not include any applicable state, county, city, or local sales taxes. Where applicable, WSE will charge sales tax on your invoice unless you have a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing.
- Rental payments are due within 10 days of rental invoice and can't be placed on a WSECO account without prior approval. **30 Day L.Monette**
- Any excess hours above the Normal Use stated above will be subject to an overtime charge.
- Rental Equipment Protection (REP):  
Our Rental Equipment Protection ("REP") Program is OPTIONAL AND MAY BE DECLINED  
IMPORTANT: If you decline REP, or if you fail to pay the REP Fee, you will be responsible for all damage, repair(s) and replacement(s) of/to the Rented Item(s) at its/their full (new) replacement value. In addition, if REP is declined, Customer is required to provide a certificate of insurance to WSECO showing coverage on the equipment, including, without limitation, fire, theft, and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. WSECO must be named as an additional insured and must include stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days written prior notice to WSECO. Accept \_\_\_\_\_ Decline \_\_\_\_\_
- This agreement will auto renew every month until terminated.
- Customer agrees to perform daily maintenance on the machine(s). WSECO will perform operator manual suggested preventative maintenance as needed.
- Any damage done to the machine(s) while on rent is the responsibility of the Customer. In the event that the damage results in WSECO being unable to rent the machine(s), the Customer will continue to pay the rental rate listed above until the machine(s) is repaired and deemed to be rent-ready by WSECO.

**All Terms and Conditions continued on the following pages apply**

Initials \_\_\_\_\_

County: \_\_\_\_\_

**RENTAL AGREEMENT:**

**1. RENTAL OF EQUIPMENT AND PAYMENT:** This is a Rental of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. It is NOT a sale of the equipment to the Customer. Customer hereby agrees to pay the rental rate stated on page 1 of this agreement and as further provided in paragraph 6, plus all expenses associated with the operation of the equipment such as fuel, freight, tire and belt wear, commercial general liability and physical damage insurance, sales or use taxes for "Normal Use" (defined below) of the equipment during the Rental period provided in paragraph 4. Customer also agrees to pay an overtime charge as determined by WSECO for use of the equipment in excess of Normal Use. Normal use means: a day = 4 hours, a week = 20 hours, 4 weeks = 88 hours.

**2. OWNERSHIP AND LEGAL STATUS OF EQUIPMENT:** The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. WSECO shall be deemed to have retained title to the equipment at all times. Customer shall immediately advise WSECO regarding any notice of any claim, levy, lien, or legal process filed or issued against the equipment. Customer authorizes WSECO to file financing statement(s) evidencing WSECO's rights, interests and priority in and to the equipment as that of a rental of equipment and not a sale.

**3. COMPLETE NEGOTIATED RENTAL:** Acceptance of this Rental agreement is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this Rental agreement and this Rental agreement shall be deemed accepted by WSECO without said additional or different terms. Once accepted, this Rental agreement shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this Rental agreement or contained in a separate writing supplementing this Rental agreement and signed by authorized agents of both WSECO and Customer. This Rental agreement will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this Rental will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**4. RENTAL PERIOD:** The Rental period will commence upon the earlier of: 1) the delivery date designated on page 1 of this agreement, or 2) upon delivery of the equipment to the site designated at the "ship to" location on the invoice. The Rental will terminate upon the later of: 1) the return date specified on page 1 of this agreement, or 2) upon the return of the equipment to the WSECO yard from which it was delivered. If the equipment is not returned on the return date, this Rental is automatically deemed to extend on a month-to-month basis. No allowance is made for Saturdays, Sundays, holidays, time in transit, downtime or any period the equipment is not in actual use.

**5. GUARANTEED MINIMUM:** If initialed at the end of this paragraph, Customer has received a lower, negotiated rate in exchange for its commitment to rent the equipment for a guaranteed minimum period. If Customer decides to return the equipment prior to the end of the guaranteed minimum term, Customer waives the discounted rate and agrees to pay WESCO's then current regular rental rates for the entire term of this Rental. Customer Acknowledgement/Initial Here: \_\_\_\_\_

**6. RENTAL PAYMENT TERMS:** Rental payments are due monthly and are past due if not paid within ten (10) days of the date of the invoice. A late charge of 1-1/2% per month is assessed against the delinquent unpaid balance of all Customers (except Montana) and a late charge of 1-1/4% per month is assessed against the delinquent unpaid balance of Montana Customers. Rental payments may not be placed on open account unless WSECO has preapproved credit. In the event WSECO, in its sole and absolute discretion, deems Customer's financial condition to be unsatisfactory, WSECO has the right to (a) limit the amount of credit extended to Customer for the Rental or purchase of the equipment; (b) delay manufacture or shipment to Customer of the equipment; (c) require full or partial payment in advance; (d) ship or deliver equipment C.O.D. or require payments to be secured by letters of credit; (e) require written guarantee(s) of payment satisfactory to WSECO; or (f) cancel, refuse to accept or terminate any rental, lease or other order from Customer then outstanding or thereafter placed.

**7. TIRE WEAR, BELT WEAR:** If the equipment has tires or belts, Customer acknowledges that in addition to the Rental rate, Customer will also pay a charge at the end of the Rental period for all wear or damage to rubber tires or belts. Tires and belts are in the conditions listed below on the date out. Tire or belt wear to be charged at \$\_\_\_\_\_ per 1/32" wear per tire or belt. Left front \_\_\_\_\_/32", right front \_\_\_\_\_/32", left drive \_\_\_\_\_/32", right drive \_\_\_\_\_/32", left rear \_\_\_\_\_/32", right rear \_\_\_\_\_/32".

**8. "VOID #8 L. Monette NO WARRANTY:** The equipment is rented "AS IS." WSECO makes no warranties, express or implied, as to the equipment rented. Customer assumes the responsibility for the condition of the equipment. WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. EQUIPMENT**

**OPERATION:** Customer understands that the operation of the equipment requires skill and experience and that failure to operate it safely may result in serious personal injury or death and/or property damage. Customer is responsible for ensuring that all persons in and around the equipment follow the manufacturer's operation, maintenance and safety instructions, and acknowledge that those instructions have been provided to Customer. Customer's operation and use of the equipment must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

**10. TIME OF DELIVERY and SHIPPING:** Orders to rent equipment are processed in the order of their receipt. WSECO will use reasonable efforts to deliver the equipment to Customer on the scheduled date. However, shipping and delivery dates are estimates and dependent upon factors outside of WSECO's control, including but not limited to, the manufacturer's production schedule, equipment shortages, shipping delays, the equipment may not arrive on the scheduled date. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment. Unless expressly provided for otherwise, Customer is responsible for all freight, shipping, loading and unloading costs.

Initials \_\_\_\_\_

**11. CUSTOMER'S RESPONSIBILITIES:** During the Rental period and any extension thereof, Customer shall have the following obligations and responsibilities:

**a. RENTAL EQUIPMENT PROTECTION (REP).**

Our Rental Equipment Protection ("REP") Program is **OPTIONAL AND MAY BE DECLINED**

**IMPORTANT:** If you decline REP, or if you fail to pay the REP Fee, you will be responsible for all damage, repair(s) and replacement(s) of/to the Rented Item(s) at its/their full (new) replacement value. In addition, if REP is declined, Customer is required to provide a certificate of insurance to WSECO showing coverage on the equipment, including, without limitation, fire, theft, and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. WSECO must be named as an additional insured and must include stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days written prior notice to WSECO.

**b. DELIVERY INSPECTION.** Customer has or will promptly inspect the equipment and notify WSECO of any deficiencies.

**c. TOWING.** When transporting the equipment, Customer will have the proper towing device, hitches and materials for use with the towed and towing vehicles and the same will be in good, safe and operable condition. Customer is responsible for all damage caused to the equipment by Customer's towing, towing devices and vehicles, hitches and materials.

**d. DAILY INSPECTION, MAINTENANCE AND SAFEKEEPING.** Customer will conduct daily inspection and routine maintenance of the equipment consistent with the procedures in the manufacturer's operation and maintenance manuals provided with the equipment.

**e. RETURN THE EQUIPMENT.** Customer agrees to return the equipment in good working condition, reasonable wear and tear excepted. Customer further agrees to pay for repair/replacement of all or any portion of the equipment which becomes necessary because of damage caused by Customer, or its employees, agents and subcontractors.

**f. REPLACEMENT.** If the equipment is lost, stolen, destroyed or rendered unfit for use, Customer agrees to pay the full market value, as determined by WSECO, necessary repairs, or lost rent as the case may be, and monthly interest at the rates provided in paragraph 6 until all amounts due are paid in full.

**g. CLEANING FEE.** A cleaning fee may be assessed for equipment returned dirty.

**h. SALES TAX:** WSECO is required to collect Sales Tax for sales made in the following states: ID, WA, ND, and WY. Prices stated herein do not include any applicable state, county, city, or local sales taxes. This Agreement is accepted with the understanding that such taxes and charges shall be added, as required by law, at the time this contract is invoiced. Where applicable, WSECO will charge sales tax at the time of invoice unless the Customer has a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing. In states where WSECO is not required to collect and pay Sales Tax, the Customer is obligated to self-report and pay the Sales and/or Use Tax to the Customers appropriate state's and or local Department of Revenue.

**12. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, during the time of this Rental the equipment does not perform satisfactorily, as judged by WSECO, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this Rental. Alternatively, WSECO may terminate this Rental and Customer will be billed only for the time the equipment was used by Customer. These remedies do not apply if the equipment has failed or performs less than satisfactorily due to Customer's improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints, as specified by WSECO and/or the equipment manufacturer. **VOID the line in blue L. Monette THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**13. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this Rental or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this Rental, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. **VOID in blue L. Monette Customer's sole remedy,** for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled **"EQUIPMENT FAILURE/LIMITATION OF REMEDIES"** of this Rental agreement. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing.

**14. FORCE MAJEURE:** WSECO shall not be liable for any failure of or delay in the performance of this Rental agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

**15. ASSIGNMENTS:** Customer shall not assign, transfer, or sublet this Rental agreement, the equipment or any part thereof without obtaining the prior written consent of WSECO. WSECO may withhold its consent in its sole and absolute discretion.

**16. INDEMNITY: To the extent permitted by law L. Monette**

You agree to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise. **But only to the extent of customers negligent acts or omissions. L. Monette**

**17. DEFAULT BY LESSEE:** An event of default shall occur if (a) Customer fails to pay when due any Rental payments; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by Customer; (c) Customer ceases doing business as a going concern, makes an assignment for creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if owners or shareholders of Customer's business organization take actions towards dissolution or liquidation; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof; or (e) WSECO, in good faith, believes that the equipment is being subjected to improper use. Upon the occurrence of any event of default, WSECO may, at its option, declare all sums due and to become due immediately due and payable, proceed to enforce performance by Customer and recover damages for breach of this Rental agreement, demand return of the equipment immediately and, in addition to the foregoing, recover unpaid rental payments prior to the event of default and through the unexpired term of the Rental. These remedies are cumulative and in addition to any other remedies WSECO may have under the law or in equity.

**18. JURISDICTION, VENUE AND CHOICE OF LAW:** At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this Rental shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction. This Rental is controlled by the laws of the State of Idaho.

**19. ATTORNEY'S FEES:** Customer agrees to pay all costs incurred by WSECO in enforcing this Rental or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**20. WAIVER:** Waiver by WSECO of any breach or any provision contained herein does not constitute and is not deemed to be a waiver of any other breach or of any other provision.

**21. EQUIPMENT DATA:** The equipment may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the equipment performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by the Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer by signing below.

LESSEE: \_\_\_\_\_

**WESTERN STATES EQUIPMENT**

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

**COMPANY**

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF KETCHUM**  
**PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
 BUDGETED ITEM?  Yes  No

**PURCHASE ORDER - NUMBER: 24012**

<b>To:</b> 4383 WESTERN STATES CAT BOX 3805 SEATTLE WA 98124-3805	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2023	BANCONA	BANCONA	Streets	0	

Quantity	Description	Unit Price	Total
1.00	WINTER 23-24 DOZER RENTAL 01-4310-4200	30,000.00	30,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		30,000.00

\_\_\_\_\_  
 Authorized Signature



### MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

*"I move to authorize the Mayor to approve the contracts for services with Hiatt Trucking, Inc, Canyon Excavation, LLC, Lunceford Excavation, Inc and S.Erwin Excavation, Inc"*

**Reasons for Recommendation:**

- The City of Ketchum does not have the staff and equipment necessary to perform the snow hauling duties and meet the historical level of service
- Standardized contracts provide an economical method of achieving the historical level of service while ensuring fairness amongst the service providers
- The contracts allow the City to require that the trucks and drivers are safe, professional and follow a list of details specific to completing the snow hauling job safely and responsibly
- Having contracts in place guarantees that the City will not be paying varying hourly amounts to different contractors; all contractors are on the same pay scale

**Policy Analysis and Background:**

The City began using snow hauling contracts to keep the pay and requirements equal for all contractors. For the coming year the City will pay \$95 per hour for a truck that holds between 14 and 16 cubic yards and \$100 per hour for a truck that holds more than 16 cubic yards. The City also pays up to an hour travel time, per truck, per day.

**Sustainability Impact:**

None

**Financial Impact:**

Adequate funds exist in account:	01-4310-4200 37
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**Attachments:**

- |  |
|--|
| 1. Snow Hauling Contract Agreements (12 pages) |
| 2. Purchase Orders (4 pages)                   |



**INDEPENDENT CONTRACTOR AGREEMENT #24021**  
(City of Ketchum/Hiatt Trucking, Inc)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 16<sup>th</sup> day of October 2023, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and HIATT TRUCKING, INC, an Idaho corporation ("Contractor").

**RECITALS**

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 et seq., Ketchum is empowered to contract and be contracted with; and

WHEREAS, it is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the "Services"); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. **Incorporation of Recitals.** The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. **The Services.** Contractor shall haul snow from the streets of Ketchum as follows:
  - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
  - b. At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
  - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.
  - d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum designated snow storage site.
  - e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
  - f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
  - g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
  - h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
  - i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.



3. **Consideration.** Ketchum shall pay Contractor the following consideration:
- a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: NINETY-FIVE DOLLARS (\$95) per hour.
  - b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: ONE HUNDRED DOLLARS (\$100) per hour.
  - c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
  - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
  - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
4. **Waiver.** If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
5. **Time of Performance.** Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. **Term.** This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2024, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. **Independent Contractor.** Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. **Warranty.** Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
9. **Indemnification.** Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. **Registration.** Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. **Insurance.** Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
12. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the

Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 et seq. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

13. **Notice.** All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

**KETCHUM:**  
City of Ketchum  
PO Box 2315  
Ketchum, ID 83340-2315

**CONTRACTOR:**  
Hiatt Trucking, Inc.  
P.O. Box 759  
Hailey, ID 83333

14. **Non-Assignment.** Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. **Amendments.** This Agreement may only be changed, modified or amended in writing executed by all parties.
16. **Headings.** The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
18. **No Presumption.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. **Governing Law.** This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. **Execution and Fax Copies and Signatures.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. **Authority.** The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 16<sup>th</sup> day of October 2023.

THE CITY OF KETCHUM,  
An Idaho municipal corporation

By: \_\_\_\_\_  
Neil Bradshaw, Mayor  
City of Ketchum

HIATT TRUCKING, INC,  
An Idaho corporation

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

ATTEST:

\_\_\_\_\_  
Trent Donat, City Clerk  
City of Ketchum

Contract #24021



**INDEPENDENT CONTRACTOR AGREEMENT #24020**  
(City of Ketchum/Canyon Excavation, LLC)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 16<sup>th</sup> day of October 2023, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and CANYON EXCAVATION, LLC, an Idaho corporation ("Contractor").

**RECITALS**

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 et seq., Ketchum is empowered to contract and be contracted with; and

WHEREAS, it is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the "Services"); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. **Incorporation of Recitals.** The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. **The Services.** Contractor shall haul snow from the streets of Ketchum as follows:
  - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
  - b. At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
  - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.
  - d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum designated snow storage site.
  - e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
  - f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
  - g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
  - h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
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  - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
  - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
4. **Waiver.** If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
5. **Time of Performance.** Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. **Term.** This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2024, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. **Independent Contractor.** Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. **Warranty.** Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
9. **Indemnification.** Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
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11. **Insurance.** Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
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Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 et seq. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

13. **Notice.** All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

**KETCHUM:**  
City of Ketchum  
PO Box 2315  
Ketchum, ID 83340-2315

**CONTRACTOR:**  
Canyon Excavation, LLC  
P.O. Box 961  
Shoshone, ID 83352

14. **Non-Assignment.** Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. **Amendments.** This Agreement may only be changed, modified or amended in writing executed by all parties.
16. **Headings.** The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
18. **No Presumption.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. **Governing Law.** This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. **Execution and Fax Copies and Signatures.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. **Authority.** The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 16<sup>th</sup> day of October 2023.

THE CITY OF KETCHUM,  
An Idaho municipal corporation

By: \_\_\_\_\_  
Neil Bradshaw, Mayor  
City of Ketchum

CANYON EXCAVATION, LLC  
An Idaho corporation

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

ATTEST:

\_\_\_\_\_  
Trent Donat, City Clerk  
City of Ketchum

Contract #24020



**INDEPENDENT CONTRACTOR AGREEMENT #24022**  
(City of Ketchum/Lunceford Excavation, Inc)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 16<sup>th</sup> day of October 2023, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and LUNCEFORD EXCAVATION, INC, an Idaho corporation ("Contractor").

**RECITALS**

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 et seq., Ketchum is empowered to contract and be contracted with; and

WHEREAS, it is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the "Services"); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. **Incorporation of Recitals.** The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. **The Services.** Contractor shall haul snow from the streets of Ketchum as follows:
  - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
  - b. At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
  - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.
  - d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum designated snow storage site.
  - e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
  - f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
  - g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
  - h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
  - i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.

3. **Consideration.** Ketchum shall pay Contractor the following consideration:
  - a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: NINETY-FIVE DOLLARS (\$95) per hour.
  - b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: ONE HUNDRED DOLLARS (\$100) per hour.
  - c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
  - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
  - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
4. **Waiver.** If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
5. **Time of Performance.** Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. **Term.** This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2024, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. **Independent Contractor.** Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. **Warranty.** Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
9. **Indemnification.** Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. **Registration.** Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. **Insurance.** Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
12. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the

Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 et seq. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

13. **Notice.** All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

**KETCHUM:**  
City of Ketchum  
PO Box 2315  
Ketchum, ID 83340-2315

**CONTRACTOR:**  
Lunceford Excavation, Inc.  
P.O. Box 739  
Ketchum, ID 83340

14. **Non-Assignment.** Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. **Amendments.** This Agreement may only be changed, modified or amended in writing executed by all parties.
16. **Headings.** The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
18. **No Presumption.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. **Governing Law.** This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. **Execution and Fax Copies and Signatures.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. **Authority.** The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 16<sup>th</sup> day of October 2023.

THE CITY OF KETCHUM,  
An Idaho municipal corporation

By: \_\_\_\_\_  
Neil Bradshaw, Mayor  
City of Ketchum

LUNCEFORD EXCAVATION, INC.,  
An Idaho corporation

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

ATTEST:

\_\_\_\_\_  
Trent Donat, City Clerk  
City of Ketchum

Contract #24022





**INDEPENDENT CONTRACTOR AGREEMENT #24023**  
(City of Ketchum/S. Erwin Excavation, Inc)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 16<sup>th</sup> day of October 2023, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and S. ERWIN EXCAVATION, INC, an Idaho corporation ("Contractor").

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S. Erwin Excavation, Inc.  
P.O. Box 1112  
Bellevue ID 83313

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THE CITY OF KETCHUM,  
An Idaho municipal corporation

By: \_\_\_\_\_  
Neil Bradshaw, Mayor  
City of Ketchum

S. ERWIN EXCAVATION, INC,  
An Idaho corporation

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

ATTEST:

\_\_\_\_\_  
Trent Donat, City Clerk  
City of Ketchum

Contract #24023



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM?  Yes  No

**PURCHASE ORDER - NUMBER: 24021**

<b>To:</b> 2351 HIATT TRUCKING, INC. 17919 HWY 20 BELLEVUE ID 83313	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/05/2023	BANCONA	BANCONA	Streets	0	

Quantity	Description			Unit Price	Total
1.00	Snow Hauling Service 2023-2024	01-4310-4200	4310037	35,000.00	35,000.00
SHIPPING & HANDLING					0.00
TOTAL PO AMOUNT					35,000.00

\_\_\_\_\_  
 Authorized Signature



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM?  Yes  No

**PURCHASE ORDER - NUMBER: 24020**

<b>To:</b> 5046 CANYON EXCAVATION. LLC BOX 961 SHOSHONE ID 83352	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/05/2023	BANCONA	BANCONA	Streets	0	

Quantity	Description			Unit Price	Total
1.00	Snow Hauling Service 2023-2024	01-4310-4200	4310037	16,000.00	16,000.00
				SHIPPING & HANDLING	
				TOTAL PO AMOUNT	
					0.00
					16,000.00

\_\_\_\_\_  
 Authorized Signature



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM?  Yes  No

**PURCHASE ORDER - NUMBER: 24022**

<b>To:</b> 2901 LUNCEFORD EXCAVATION, INC. P.O. BOX 739 KETCHUM ID 83340	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/05/2023	BANCONA	BANCONA	Streets	0	

Quantity	Description			Unit Price	Total
1.00	Snow Hauling Service 2023-2024	01-4310-4200	4310037	50,000.00	50,000.00
<b>SHIPPING &amp; HANDLING</b>					0.00
<b>TOTAL PO AMOUNT</b>					<b>50,000.00</b>

\_\_\_\_\_  
 Authorized Signature



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM?  Yes  No

**PURCHASE ORDER - NUMBER: 24023**

<b>To:</b> 2013 S. ERWIN EXCAVATION INC BOX 1112 BELLEVUE ID 83313	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/05/2023	BANCONA	BANCONA	Streets	0	

Quantity	Description			Unit Price	Total
1.00	Snow Hauling Service 2023-2024	01-4310-4200	4310037	16,000.00	16,000.00
SHIPPING & HANDLING					0.00
TOTAL PO AMOUNT					16,000.00

\_\_\_\_\_  
 Authorized Signature



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The original Council request for funding this project did not include a standard City, 10% contingency fund.
- Idaho Power will be performing work that was not part of the original awarded bid. A contingency fund covers this type of project contingency.
- The contingency fund will cover not only this current Idaho Power work, but any future work not outlined in the original construction bid documentation that is necessary for project completion.

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="GL 64-4340-7806"/>
---	--

Attachments:

- |   |
|---|
| <input type="text" value="1. Northwood Pump Station Standby Modifications Addendum"/>       |
| <input type="text" value="2. Purchase order 23071 (amended)"/>                              |
| <input type="text" value="3. 7.17.2023 Northwood Pump Station Standby Power Staff Packet"/> |





**DC ENGINEERING**

Careful listening. Dynamic solutions.

440 E. Corporate Dr., Suite 103,  
Meridian, ID 83642  
[www.dceengineering.net](http://www.dceengineering.net)

October 12, 2023

Trent Donat  
City of Ketchum  
191 Fifth St. W.  
Ketchum, ID 83340

Dear Trent,

It has come to our attention that Construction Documents Project Manual did not state a contingency amount as outlined in the Preliminary Engineering Report dated June 25, 2021.

Addendum language to be added as follows:

Owner's contingency of Ten Percent (10%) of the base contract shall be included in the contract for the owner's sole use to cover unanticipated costs. Any unused "owner's contingency" shall be deducted from the final contract costs and returned to owner.

Respectfully,  
DC Engineering, Inc.

*Ryan Ewing*

Ryan Ewing



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23122**

<b>To:</b> 2876 LLOYD CONSTRUCTION INC. BOX 265 KETCHUM ID 83340	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
07/07/2023	BANCONA	BANCONA		0	

Quantity	Description	Unit Price	Total
1.00	NORTHWOOD BACKUP GENERATOR PROJEC 64-4340-7806	250,000.00	250,000.00
1.00	10% CONTINGENCY AMOUNT 64-4340-7806	25,000.00	25,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		275,000.00

\_\_\_\_\_  
 Authorized Signature



City of Ketchum

**PROCUREMENT MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Purchase Order 23122 in a not to exceed amount of \$250,000 for the Northwood Pump Station Standby Power bid package w/ Lloyd Construction, Inc.

Summary of Procurement Process:

Bidder	Bid Price
Lloyd Construction Inc.	\$250,000.00
(No other bidders submitted a bid)	

Low Bid Contractor	Bid Price	Budget Account/Number
Lloyd Construction Inc.	\$250,000.00	64-4340-7806

Background (if necessary):

- Bid number reflects current inflation, supply, and demand.
- This Project is a requirement of Idaho DEQ.
- City has a good standing relationship with the contractor and sub-contractors.

Sustainability Impact:

This Project has been budgeted for in both the 2023 and 2024 budget cycles.

Attachments:

1. Staff Report
2. Purchase order 23122
3. Engineers' recommendation Letter
4. Lloyd Construction, Inc. Bid Package



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**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23122**

<b>To:</b> 2876 LLOYD CONSTRUCTION INC. BOX 265 KETCHUM ID 83340	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
07/07/2023	BANCONA	BANCONA		0	

Quantity	Description	Unit Price	Total
1.00	NORTHWOOD BACKUP GENERATOR PROJECT-BID PACKAGE 64-4340-7806	250,000.00	250,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		250,000.00

\_\_\_\_\_  
 Authorized Signature



**DC ENGINEERING**

*Careful listening. Dynamic solutions.*

440 E. Corporate Dr., Suite 103,  
Meridian, ID 83642  
[www.dceengineering.net](http://www.dceengineering.net)

July 7, 2023

Trent Donat  
City Clerk & Business Manager  
City of Ketchum  
191 5<sup>th</sup> St. W  
Ketchum, Idaho 83340

Dear Mr. Donat,

Re: Northwood Well Pumphouse Standby Power Modifications

DC Engineering reviewed the Lloyd Construction bid sent to us on July 5, 2023. Although only one bid was submitted, the bid was responsive, addresses the specified Contract Document requirements, and appears to be reasonably priced at \$250,000 given the current construction market conditions.

DC Engineering recommends awarding the contract to Lloyd Construction based upon bid price and bid responsiveness as the primary selection criteria.

Please let us know if you have any questions or concerns.

Respectfully,  
DC Engineering, Inc.

John Barrutia, P.E.

Cc: Giovanni Tognoni, City of Ketchum



**June 29<sup>th</sup>, 2023**

**Northwood Pump Station Standby Power  
21KET01**

**Below is a list of contractors and suppliers for the Northwood Pump Station Standby Power Project**

**Contractors:**

- **Roberts Electric**
- **Lunceford Excavation**
- **Merrick Construction**

**Suppliers:**

- **Western States Equipment (Caterpillar)**
- **Platt Electric**
- **CCS (Concrete)**
- **Idaho Materials & Construction (Concrete)**

**Please feel free to reach out with any questions or clarifications on the above.**

**Sincerely,  
Chris Helgeson**



June 29<sup>th</sup>, 2023  
Northwood Pump Station Standby Power  
21KET01

Below is a list of past commercial / public works projects completed recently

- Mountain School, 2007 - \$407,000
- Café Glow Restaurant, 2009 - \$122,500
- BCRD – Galena Lodge, 2009 - \$245,700
- USFS Ketchum Ranger Station, 2010 - \$67,900
- USFS Stanley Ranger Station, 2014 - \$50,000
- USFS Ketchum Ranger Station, Bathrooms, 2015 - \$110,000
- Zenergy Spa, 2012 - \$800,000
- BCSD – Bellevue Elementary, 2012 - \$240,000
- BCSD – Silver Creek HS, 2013 - \$45,000
- Sun Valley Pump Station, 2013 - \$250,000
- Falls Medical Tenant Improvement, 2019 - \$200,000
- Hailey Cemetery District, 2014 - \$140,000
- Mountain Rides – East Fork Bus Station, 2013 - \$100,000
- Sturtevant's, 2013 - \$175,000

Please feel free to reach out with any questions or clarifications on the above.

Sincerely,  
Chris Helgeson

# BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Ketchum City Hall located at 191 5<sup>th</sup> St. W., Ketchum, Idaho 83340.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security; ✓
  - B. List of Proposed Subcontractors; ✓
  - C. List of Proposed Suppliers; ✓
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids; ✓
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and ✓
  - F. Required Bidder Qualification Statement with supporting data.

## ARTICLE 3—BASIS OF BID—LUMP SUM BID

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price. Amount shown shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern:

1. Lump Sum Price (Single Lump Sum):

TWO HUNDRED FIFTY THOUSAND  $\frac{00}{100}$  Dollars

Lump Sum Bid Price	\$ 250,000
--------------------	------------

## ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.



4.02 Bidder agrees that the Work will be substantially complete within 330 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 365 calendar days after the date when the Contract Times commence to run.

4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
ADD #1	JUNE 16, 2023

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

LLOYD CONSTRUCTION INC.

(typed or printed name of organization)

By:

I-S-S

(individual's signature)

Name:

IAN SUNDBY

(typed or printed)

Title:

PARTNER

(typed or printed)

Date:

6-29-23

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Toni M. Damalas

(individual's signature)

Name:

Toni M. Damalas

(typed or printed)

Title:

General Manager

(typed or printed)

Date:

06/29/23

(typed or printed)

Bidder's Address for giving notices:

120 LEADVILLE AVE N  
KETCHUM, ID 83340

Bidder's Contact Person:

Name:

CHRIS HELGESON

(typed or printed)

Title:

PROJECT MANAGER

(typed or printed)

Phone:

(208) 720-3208

Email:

CHRIS@LLOYDCONSTRUCTIONINC.COM

Address:

120 LEADVILLE AVE N  
KETCHUM, ID 83340

Bidder's Contractor License No.: (if applicable)

RCE-294

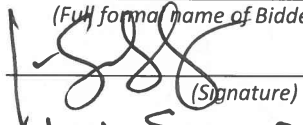

PW: 008554, CLASS A

EJCDC® C-410, Bid Form for Construction Contract.

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and American Society of Civil Engineers. All rights reserved.

00 41 13 - Page 5 of 5

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <u>LLOYD CONSTRUCTION INC.</u> Address (principal place of business): <u>120 N LEADVILLE AVE</u> <u>KETCHUM, ID 83340</u>	<b>Surety</b> Name: <u>SEE ENCLOSED BID BOND</u> Address (principal place of business):
<b>Owner</b>  Name: <u>City of Ketchum, Idaho</u>  Address (principal place of business): <u>191 5<sup>th</sup> St. W.</u> <u>Ketchum, Idaho 83340</u>	<b>Bid</b>  Project: <u>Northwood Well Pumphouse Standby Power Modifications</u>  Bid Due Date: <u>June 29, 2023</u>
<b>Bond</b> Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder <u>LLOYD CONSTRUCTION INC.</u> <small>(Full formal name of Bidder)</small>	Surety <u>SEE ENCLOSED BID BOND</u> <small>(Full formal name of Surety) (corporate seal)</small>
By: <u></u> <small>(Signature)</small>	By: _____ <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>IAN SUNDBY</u> <small>(Printed or typed)</small>	Name: _____ <small>(Printed or typed)</small>
Title: <u>PARTNER</u>	Title: _____
Attest: <u></u> <small>(Signature)</small>	Attest: _____ <small>(Signature)</small>
Name: <u>Toni Damalas</u> <small>(Printed or typed)</small>	Name: _____ <small>(Printed or typed)</small>
Title: <u>General Manager</u>	Title: _____
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**BID BOND**

**AMCO Insurance Company  
Nationwide Mutual Insurance Company  
Allied Property & Casualty Insurance Company**  
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006  
(866) 387-0457

**CONTRACTOR:**  
Lloyd Construction, Inc.  
PO Box 265  
Ketchum, ID 83340

**SURETY:**  
Nationwide Mutual Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

**OWNER:**  
City of Ketchum  
191 5th St., West  
Ketchum, ID 83340

**BOND AMOUNT:** 5%                                Five percent of bid amount.

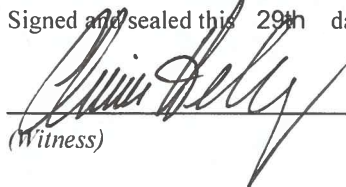
**PROJECT:**  
21KET01 Northwood Pump Station Standby Power Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

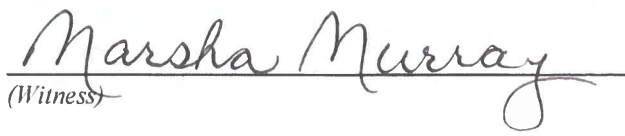
Signed and sealed this 29th day of June 2023

  
\_\_\_\_\_  
(Witness)

Lloyd Construction, Inc.  
(Principal) \_\_\_\_\_ (Seal)  
 PARTNER  
(Title)

Nationwide Mutual Insurance Company  
(Surety) \_\_\_\_\_ (Seal)  
  
(Title)                                Michael Hillman , Attorney-in-Fact



  
\_\_\_\_\_  
(Witness)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
AMY GWEN WILSON; GARY A WINTERS; MICHAEL D HILLMAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of June 2023.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

BDJ 1(08-21)00





0005215785



**STATE OF IDAHO**  
*Office of the secretary of state, Phil McGrane*  
**ANNUAL REPORT**  
 Idaho Secretary of State  
 PO Box 83720  
 Boise, ID 83720-0080  
 (208) 334-2301  
 Filing Fee: \$0.00

*For Office Use Only*  
**-FILED-**  
 File #: 0005215785  
 Date Filed: 5/1/2023 2:48:30 PM

Entity Name and Mailing Address:

Entity Name: LLOYD CONSTRUCTION, INC.  
 The file number of this entity on the records of the Idaho Secretary of State is: 0000278160  
 Address: PO BOX 265  
 KETCHUM, ID 83340-0298

Entity Details:

Entity Status: Active-Good Standing  
 This entity is organized under the laws of: IDAHO  
 If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: C89501

The registered agent on record is:

Registered Agent: JAMES R LASKI  
 Registered Agent  
 Physical Address: 675 SUN VALLEY RD SUITE A  
 KETCHUM, ID 83340  
 Mailing Address:

Corporate Officers and Directors:

Name	Title	Business Address
DAVID J LLOYD	President	P. O. BOX 265 KETCHUM, ID 83340
IAN SUNDBY	Vice President	P. O. BOX 265 KETCHUM, ID 83340
TONI M DAMALAS	Secretary	PO BOX 265 KETCHUM, ID 83340

The annual report must be signed by an authorized signer of the entity.  
 Job Title: General Manager

*Toni Damalas* \_\_\_\_\_ 05/01/2023  
 Sign Here \_\_\_\_\_ Date

**Permits**

- Search Permit
- Pay Fees

**Licenses**

- Search Trade Licenses
- Search Public Works
- Pay Fees

**Inspections**

- Schedule
- Cancel

**Elevators**

- Search Elevators

**Violations**

- Search

**Shopping Cart**

- Pay All Fees
- Paid Items

**Contact**

- Contact us

**Public Works Search**

[Search Again](#) [Download Results](#) [Printable View](#)

Company Name	License Number	Work Category(s)	License Type	License Class	Status	Applicant Name
Lloyd Construction, Inc.	008554	00003	3	A	ACTIVE	Lloyd Construction, Inc

Page: 1 of 1

**Details - License Number: 008554**

Lic Info

**Registration #:** 008554  
**Issue:** 5/31/2023  
**Expire:** 5/31/2024  
**Type:** PUBLIC WORKS  
**Sub-Type:** A  
**Status:** ACTIVE  
**Company:** Lloyd Construction, Inc.  
**Phone:** (208) 726-4263  
**Cell:** (208) 720-8703  
**Pager:**  
**Fax:** (208) 726-7518  
**Owner Name:**

**Linked Activities:**

<input type="button" value="Permit(s)"/>			
<a href="#">BLD1703-00024</a>	BUILDING	ACTIVE	
<a href="#">BLD1312-00020</a>	BUILDING	ACTIVE	

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208-334-3233, 11341 W Chinden Blvd., Boise ID 83714

[HOME](#) | [CONTACT](#)



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: October 16, 2023 Staff Member/Dept: Abby Rivin, AICP-Senior Planner, Planning and Building Department

Agenda Item: Recommendation to review and approve the Crossbuck West Townhomes Right-of-Way Encroachment Agreement 24888, Alley Maintenance Agreement 24889, and Townhouse Subdivision Final Plat Application File No. P23-021 and adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

I move to approve the Crossbuck West Townhomes Right-of-Way Encroachment Agreement 24888, Alley Maintenance Agreement 24889, and Townhouse Subdivision Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.

Reasons for Recommendation:

- The Planning and Zoning Commission unanimously approved the Crossbuck West Townhomes Design Review Application File No. P21-048 and recommended approval of the Townhouse Subdivision Preliminary Application File No. P21-049 on July 30, 2021. The City Council approved the Crossbuck West Townhouse Subdivision Preliminary Plat on September 7, 2021 and approved Phased Development Agreement 22833 for the project on April 3, 2023.
The phased development agreement allows review and approval of the final plat following a certificate of occupancy being issued on the first townhouse unit. The only outstanding action item prior to issuance of certificate of occupancy for each detached townhome unit is review and approval of Right-of-Way Encroachment Agreement 24888 for the driveway pavers (no snowmelt) that encroach within the Block 67 alleyway.
The city does not maintain residential alleyways, and the owners are responsible for maintenance, repair, and cost associated with the Block 67 alleyway, also known as Crossbuck Lane. Pursuant to section 1A.3 of Phased Development Agreement 22833, an Alley Maintenance Agreement must be approved by the City Council concurrent with the Townhouse Final Plat.
All required improvements for the Crossbuck West Townhomes development have been inspected and approved by city departments. The Final Plat meets all the conditions of approval of the design review, preliminary plat, phased development agreement, and subdivision requirements.

Policy Analysis and Background (non-consent items only):

[Empty box for Policy Analysis and Background]

Sustainability Impact:

None OR state impact here: Approval of the final plat does not limit the city's ability to reach its sustainability goals outlined in the Sustainability Action Plan. ROW Encroachment Agreement 24888 is for driveway pavers only without snowmelt.

Financial Impact:

None OR Adequate funds exist in account:	None
--	------

Attachments:

- |  |
|--|
| 1. ROW Encroachment Agreement 24888                                      |
| 2. Grant of License and Alley Maintenance Agreement 24889                |
| 3. Townhouse Subdivision Final Plat Application and Supporting Materials |
| 4. Townhouse Subdivision Final Plat                                      |
| 5. Draft Findings of Fact, Conclusions of Law, and Decision              |

# Attachment 1

## ROW Encroachment Agreement 24888

**WHEN RECORDED, PLEASE RETURN TO:**

OFFICE OF THE CITY CLERK  
CITY OF KETCHUM  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340

---

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 24888**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and WILLIAM WYATT, JOAN WYATT, BRAD DUFUR, and CYNDI DUFUR (collectively referred to as "Owner") whose mailing addresses are Post Office Box 876, Sun Valley, Idaho 83353 and Post Office Box 876, Sun Valley, Idaho 83353.

*RECITALS*

WHEREAS, Owner is the owner of real property located at 640 Crossbuck Lane and 240 W 7<sup>th</sup> Street and legally described as Lot 2A, Block 67 of Ketchum Townsite, Blaine County, Idaho, according to the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of driveway pavers within the Block 67 alley right-of-way. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install driveway pavers identified in Exhibit "A" within the Block 67 alley public right-of-way adjacent to the properties located at 640 Crossbuck Lane and 240 W 7<sup>th</sup> Street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. Successors and Assigns - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

12. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
Name: Brad Dufur, Owner

By: \_\_\_\_\_  
Neil Bradshaw, Mayor

By: \_\_\_\_\_  
Name: Cyndi Dufur, Owner

ATTEST:

By: \_\_\_\_\_  
Name: William Wyatt, Owner

By: \_\_\_\_\_  
Name: Joan Wyatt, Owner

\_\_\_\_\_  
Trent Donat  
City Clerk

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared BRAD DUFUR, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ . )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared CYNDI DUFUR, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ . )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared WILLIAM WYATT, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

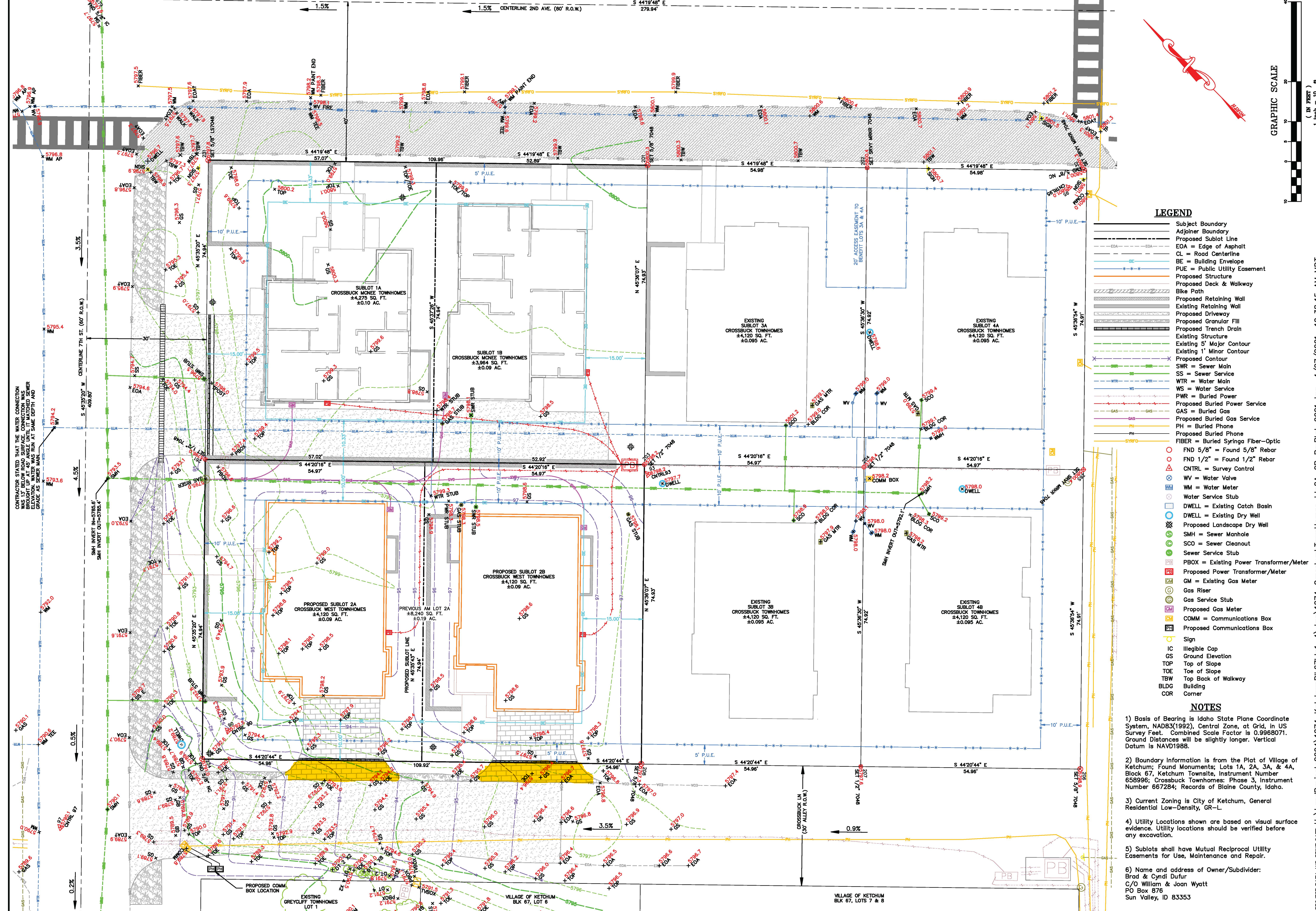
STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared JOAN WYATT, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**EXHIBIT "A"**



**LEGEND**

- Subject Boundary
- Adjoiner Boundary
- Proposed Sublot Line
- EOA = Edge of Asphalt
- CL = Road Centerline
- BE = Building Envelope
- PUE = Public Utility Easement
- Proposed Structure
- Proposed Deck & Walkway
- Bike Path
- Proposed Retaining Wall
- Existing Retaining Wall
- Proposed Driveway
- Proposed Granular Fill
- Proposed Trench Drain
- Existing Structure
- Existing 5' Major Contour
- Existing 1' Minor Contour
- Proposed Contour
- SWR = Sewer Main
- SS = Sewer Service
- WTR = Water Main
- WS = Water Service
- PWR = Buried Power
- Proposed Buried Power Service
- GAS = Buried Gas
- Proposed Buried Gas Service
- PH = Buried Phone
- Proposed Buried Phone
- FIBER = Buried Syringe Fiber-Optic
- FND 5/8" = Found 5/8" Rebar
- FND 1/2" = Found 1/2" Rebar
- CNTRL = Survey Control
- WV = Water Valve
- WM = Water Meter
- Water Service Stub
- DWELL = Existing Catch Basin
- DWELL = Existing Dry Well
- Proposed Landscape Dry Well
- SMH = Sewer Manhole
- SCO = Sewer Cleanout
- Sewer Service Stub
- PBOX = Existing Power Transformer/Meter
- Proposed Power Transformer/Meter
- GM = Existing Gas Meter
- Gas Riser
- Gas Service Stub
- Proposed Gas Meter
- COMM = Communications Box
- Proposed Communications Box
- Sign
- IC Illegible Cap
- GS Ground Elevation
- TOP Top of Slope
- TOE Toe of Slope
- TBW Top Back of Walkway
- BLDG Building
- COR Corner

**NOTES**

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1982), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.998071. Ground Distances will be slightly longer. Vertical Datum is NAVD1988.
- 2) Boundary Information is from the Plat of Village of Ketchum; Found Monuments; Lots 1A, 2A, 3A, & 4A, Block 67, Ketchum Townsite, Instrument Number 658996; Crossbuck Townhomes; Phase 3, Instrument Number 667284; Records of Blaine County, Idaho.
- 3) Current Zoning is City of Ketchum, General Residential Low-Density, GR-L
- 4) Utility Locations shown are based on visual surface evidence. Utility locations should be verified before any excavation.
- 5) Sublots shall have Mutual Reciprocal Utility Easements for Use, Maintenance and Repair.
- 6) Name and address of Owner/Subdivider:  
Brad & Cyndi Dufur  
C/O William & Joan Wyatt  
PO Box 876  
Sun Valley, ID 83353

A PRELIMINARY PLAT SHOWING  
CROSSBUCK WEST TOWNHOMES ON LOT 2A, BLOCK 67, VILLAGE OF KETCHUM  
WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR RED CANOE ARCHITECTURE, WYATT & DUFUR

Alpine Enterprises Inc.  
Surveying, Mapping, Civil Engineering  
and Natural Hazards Consulting  
660 Bell Drive, Unit 1  
P.O. Box 2037, Ketchum, ID 83340 USA  
(208) 727-1988  
email: barnth@alpineenterprisesinc.com

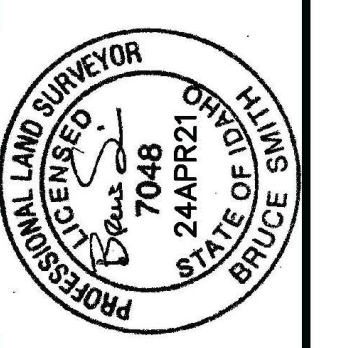
NO	DATE	BY
1	06Apr21	Smith
1	24Apr21	AHN

REVISIONS

Added Utility Easement Note, Changed PUE Color  
Grading Updates Added

Sheet 1 of 1

PROJECT PATH AND PRINT DATE U:\LandProjects\2004\1274\_KetchumBlk67\ts1-4.dwg\1274\_CrossbuckTownHomes\_Lts2A-2B\_PrelPlat\_2021.dwg 4/27/2021 10:38:15 AM MDT



Attachment 2  
Grant of License  
And  
Alley Maintenance Agreement  
24889

Recording Requested By and  
When Recorded Return to:

City of Ketchum  
P.O. Box 2315  
191 5<sup>th</sup> Street West  
Ketchum, ID 83340

---

For Recording Purposes Do  
Not Write Above This Line

**GRANT OF LICENSE AND ALLEY MAINTENANCE AGREEMENT 24889**

This maintenance agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, the ("Effective Date") by and between the CITY OF KETCHUM, and Idaho municipal corporation ("the City"), who is the owner of the public lands as more specifically delineated on Exhibit "A" (hereinafter "Alley") attached hereto, and WILLIAM WYATT, JOAN WYATT, BRAD DUFUR, and CYNDI DUFUR (herein "Owner"), who is the owner of that certain parcel of real property legally described as (Lot 2A, Block 67 of Ketchum Townsite, Blaine County, Idaho, according to the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho) as more specifically delineated on Exhibit "B" attached hereto and referred to as "Development".

1. **Grant of License** - The City hereby grants to Owner and its agents, employees, contractors, subcontractors, (collectively "Agents"), subject to the conditions and covenants set forth in this Agreement as of the date this Agreement is signed by all parties, (hereinafter the "Commencement Date"), a revocable license over and right of entry on and use of the Alley for the purposes of vehicular and pedestrian ingress, egress and access to the Development, including installation of pavement, and for the maintenance, snow removal and repair of the Alley on that portion identified in Exhibit B. The portion of the Alley identified in Exhibit B shall always be open and available to the public and the City shall have exclusive authority with respect to all parking restrictions and enforcement.
2. **License Revocable** - This Agreement and the rights to use the Alley granted hereunder are revocable. City shall provide Owner with 60 days notice if the Agreement is to be terminated. Owner understands and agrees that by entering into this Agreement Owner obtains no claim or interest in said City property which is adverse to that of the City, that Owner obtains no exclusive right to said City property nor any other right to use the City property not specifically described herein.
3. **Prior Rights** - This grant is made subject to and subordinate to the prior and continuing rights and obligations of the City, its successors and assigns, and the general public, to use the Alley in the performance of its municipal operations; provided, however, that

such use shall not materially interfere with the use of the Alley by the Owner for the Permitted Use. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect the Alley as of the Effective Date, and the word "grant" shall not be construed as a covenant against the existence of any of the foregoing.

4. **Term** - The term of the Agreement shall commence on the Commencement Date and shall be in effect until the City provides notice the Agreement is terminated.
5. **Permits, Licenses and Approvals** - As a condition to Owner's right to use the Alley for the Permitted Use, Owner shall obtain any required permits, licenses and approvals from the City and any other governmental agencies having jurisdiction over Owner's use of the Alley. Owner shall maintain such permits, licenses, ordinances and approvals in force throughout the term of this Agreement. Owner shall be solely responsible for any and all fees, charges, or other expenses that may be imposed by any regulatory agencies in connection with Owner's use or enjoyment of the Alley.
6. **Condition of Property** - The City makes no warranty or representation of any kind concerning the condition of the Alley or the fitness of the Alley for the Permitted Use, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties hereto that Owner has personally inspected the Alley, knows its condition and accepts it as is.
7. **Alterations, Repair and Maintenance**
  - a) Owner agrees, at its sole cost and expense to pave the portion of the Alley identified in Exhibit B to the satisfaction of the City. Owner shall submit a paving and improvement plan to the City for review and approval that shall be incorporated into this Agreement by reference.
  - b) Owner agrees, at its sole cost and expense, to keep the portion of Alley in Exhibit B in reasonably safe, clean and sightly condition, reasonably free from waste and snow to the reasonable satisfaction of the City. Owner agrees, at its sole cost and expense, to perform snow removal for the full length of the Alley at a width of 30 feet and to place all removed snow in snow storage areas as designated by the City. Owner shall perform all repairs and maintenance to the Alley.
  - c) The Owner shall perform maintenance and snow removal in accordance with this Agreement. The City shall not be responsible for maintenance, repairs and snow removal in the Alley. If Owner fails to keep the Alley in the condition required under this Section 7, then the City may, after ten (10) days written notice to Owner and a five (5) day opportunity to cure said problem, perform the necessary work at the expense of Owner, which expense Owner agrees to pay to the City upon written demand.

- d) All alterations, maintenance and repairs by Owner upon the Alley shall be performed in a good manner reasonably satisfactory to the City.
- e) Any open holes shall be satisfactorily covered at all times when Owner's Agents are not physically working in the vicinity of such holes. Upon completion of work, all such holes shall be filled in to meet the surrounding ground level and the Alley shall be left in a neat and safe condition reasonably satisfactory to the City.
- f) Owner shall not suffer any mechanic's or materialman's liens of any kind to be enforced against the Alley for any work done or materials furnished at Owner's request. If any such liens are filed, Owner shall bond or remove them within sixty (60) days of learning of the same, at Owner's expense, and shall pay any judgment which may be entered in connection therewith.
- g) Should Owner fail, neglect or refuse to do so, the City, after giving Owner twenty (20) business days written notice, shall have the right to pay any amount required to release any such liens or to defend any action brought and to pay any judgment entered. Owner shall be liable to the City for all costs, damages, reasonable attorney's fees and any amounts expended in defending any proceedings or in payment of any of said liens or judgment. The City may post and maintain upon the property notices of non-responsibility as provided by applicable law.

8. **Permitted Uses and Restriction on Use** – The Owner may use the alley for the purposes of vehicular and pedestrian ingress, egress and access to the Development, including installation of pavement, and for the maintenance, snow removal and repair of the Alley. The Alley shall be open and available to the public at all times and the City shall have exclusive authority with respect to all parking restrictions and enforcement. Owner agrees not to conduct any activities on or about the Alley that constitute waste or nuisance or any activities which constitute a continuing or repeated and unreasonable annoyance of which the City is notified by the owners or occupants of neighboring property or other members of the public.

9. **Indemnification**- In consideration of City allowing Owner to construct and maintain the Improvements on City property, Owner agrees to indemnify and hold harmless City from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained on City property. Owner shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against City by reason of such claim, Owner, upon notice from City, shall defend City at Owner's expense by counsel satisfactory to City.



Owner, as a material part of the consideration to City, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained on City property arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against City.

10. **Compliance with Laws** - The Permitted Use of the Alley shall conform to all applicable zoning laws and regulations. Owner shall comply, at Owner's expense with all applicable laws, regulations, rules and orders with respect to the use of the Alley, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and shall furnish reasonably satisfactory evidence of such compliance upon the written request of the City.
11. **Notices**-All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either party may from time to time designate in written notice given to the other. Notices shall be deemed sufficiently served four days after the date of mailing or upon personal delivery.

The City:

City of Ketchum  
Post Office Box 2315  
Ketchum, Idaho 83340

To Owner:

William & Joan Wyatt  
Post Office Box 876  
Sun Valley, Idaho 83353

Brad & Cyndi Dufur  
Post Office Box 876  
Sun Valley, Idaho 83353

12. **Assignment** - Owner shall have the right to assign and transfer this Agreement to any party who purchases one hundred (100%) of the Development, upon receiving the written consent of the City, which consent to assign shall not be unreasonably withheld or delayed. The City and any subsequent assignee may not consent to subsequent modifications to this License with assignees, sublessors or successors of Owner without notifying Owner and obtaining Owner's consent thereto.
13. **No Waiver**- No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on

account of such default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as waivers of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or for any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary that party's consent or approval to or of any subsequent similar acts.

14. **Severability** - Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.
15. **Attorney's Fees** - If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the party in the proceeding shall receive, in addition to all court costs, reasonable attorney's fees.
16. **No Costs to the City** - Except as expressly set forth in this Agreement to the contrary, Owner shall bear all costs and expenses of any kind or nature in connection with Owner's use of the Alley.
17. **Waiver of Liability** - Neither the City nor any of its council members, commissions, departments, boards, officers, agents or employees, when acting of the City behalf, shall be liable for any damage to the property of Owner or its Agents, or for any bodily injury or death to such persons resulting or arising from the condition of the Alley or its use by Owner, or if such damage occurs before the Effective Date, unless caused by the intentional acts of the City nor any of its council members, commissions, departments, boards, officers, agents or employees.
18. **Non-Discrimination** - Owner shall not, in the operation and use of the Alley, discriminate against any person or group of persons solely because of race, color, creed, national origin, ancestry, age, sex, or disability.
19. **Governing & Law** - The rights and liability of the parties under this Agreement shall be interpreted in accordance with the laws of the State of Idaho. The Venue shall be in the Idaho 5<sup>th</sup> Judicial District, Blaine County, Idaho.
20. **Taxes** - Any and all real property tax or any other form of tax assessed or imposed against the Alley arising out of or attributable to Owner's use shall be borne by Owner.

- 21. **Utilities** - Owner shall pay for all water, gas, heat, light, power, telephone, and other utilities and services applied to the Alley and used by Owner or its Agents, together with any taxes thereon.
- 22. **Successors and Assigns** - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.
- 23. **Interpretation/Amendment**-This Agreement constitutes the complete expression of the agreement between the parties hereto and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement which are not fully expressed herein. Any addition to, deletion from, termination' extension or any other modification or to this Agreement must be in writing signed by the party against whom such modification operates.
- 24. **Recordation** - Upon execution of this Agreement, the City shall duly record the Agreement in the public records of Blaine County, Idaho and shall thereafter promptly submit a conformed copy of the same to Owner.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first written above by their duly authorized representatives.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
Name: Brad Dufur, Owner

By: \_\_\_\_\_  
Neil Bradshaw, Mayor

By: \_\_\_\_\_  
Name: Cyndi Dufur, Owner

ATTEST:

By: \_\_\_\_\_  
Name: William Wyatt, Owner

By: \_\_\_\_\_  
Name: Joan Wyatt, Owner

\_\_\_\_\_  
Trent Donat  
City Clerk

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared BRAD DUFUR, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared CYNDI DUFUR, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ . )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared WILLIAM WYATT, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

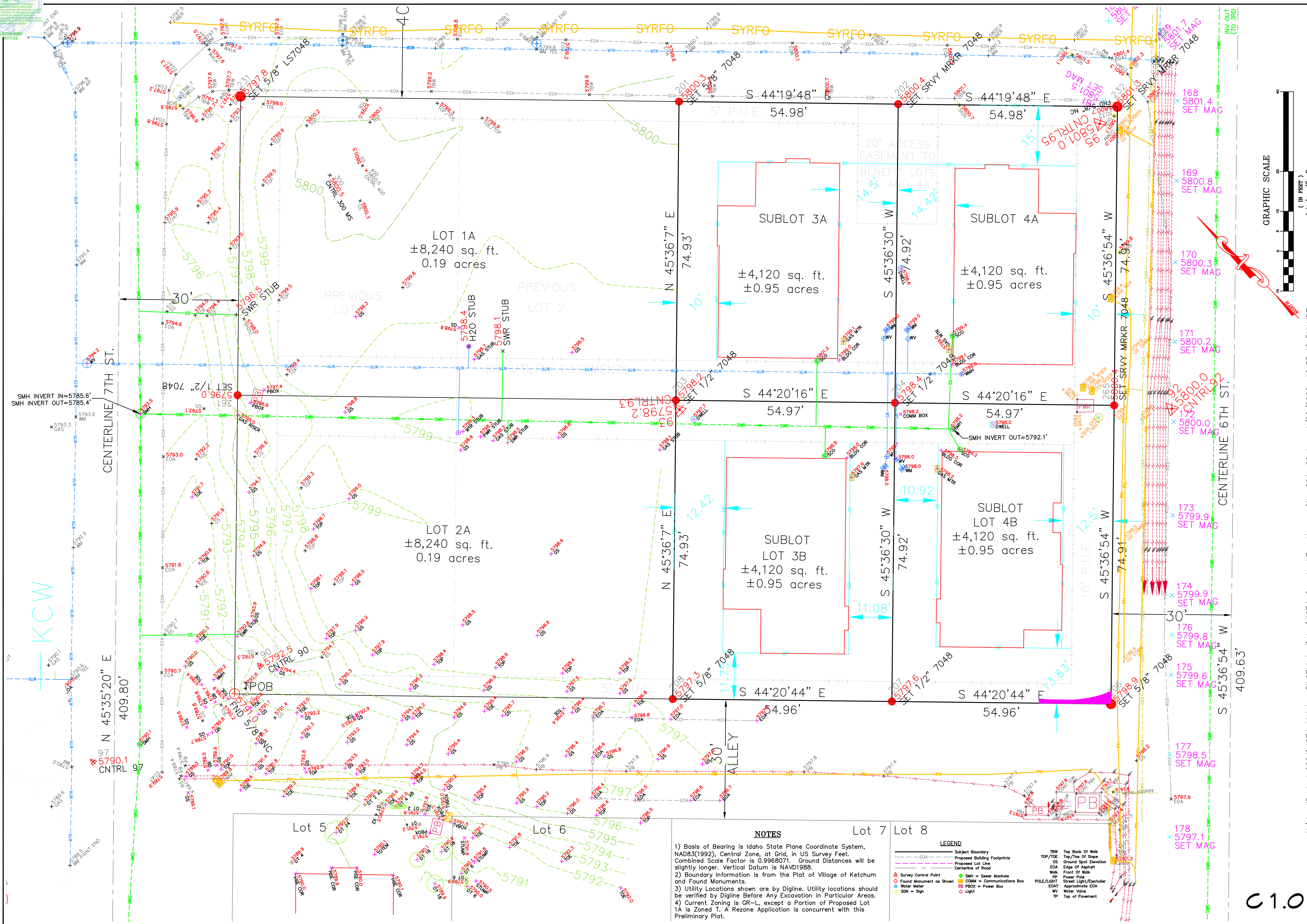
STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ . )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared JOAN WYATT, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**EXHIBIT A**



1 inch = 10 ft.

12:35:48 PM MDT

AN AS-BUILT DRAWING SHOWING  
CROSSBUCK TOWNHOMES AND LOTS 1A & 2A, BLOCK 67, VILLAGE OF KETCHUM  
WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR SUNDALI AND MACE

Alpine Enterprises Inc.  
Surveying, Mapping, and Natural Hazards Consulting  
660 Bell Drive, Unit 1  
P.O. Box 2037, Ketchum, ID 83340 USA  
(208) 727-1988 727-1987 fax  
email: bsamith@alpineenterprisesinc.com



REVISIONS	NO	DATE	BY
Move 3B 2' Line up 3A, Linetypes	1	05Apr19	BWS
Update new Utilities, Remove old 15' O/Ss in 7th	2	19Jul19	BWS
Rev per Galena C-1 03Sep19	3	10Sep19	BWS
As-Built after Construction	4	20Apr20	BWS

**NOTES**

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer. Vertical Datum is NAVD1988.
- 2) Boundary Information is from the Plat of Village of Ketchum and Found Monuments.
- 3) Utility Locations shown are by Digline. Utility locations should be verified by Digline Before Any Excavation in Particular Areas.
- 4) Current Zoning is CR-L, except a Portion of Proposed Lot 1A is Zoned T. A Rezone Application is concurrent with this Preliminary Plat.

**LEGEND**

—	Subject Boundary	—	Top Back Of Walk
---	Proposed Building Footprints	TOP/TOE	Top/Toe Of Slope
---	Proposed Lot Line	GS	Ground Spot Elevation
---	Centerline of Road	EOA	Edge Of Asphalt
---	Walk	---	Walk
---	Front Of Walk	---	Front Of Walk
---	Power Pole	---	Power Pole
---	Street Light/Electrifier	---	Street Light/Electrifier
---	EOA1	---	Approximate EOA
---	Water Valve	---	Water Valve
---	TP	---	Top of Pavement

C1.0

**EXHIBIT B**

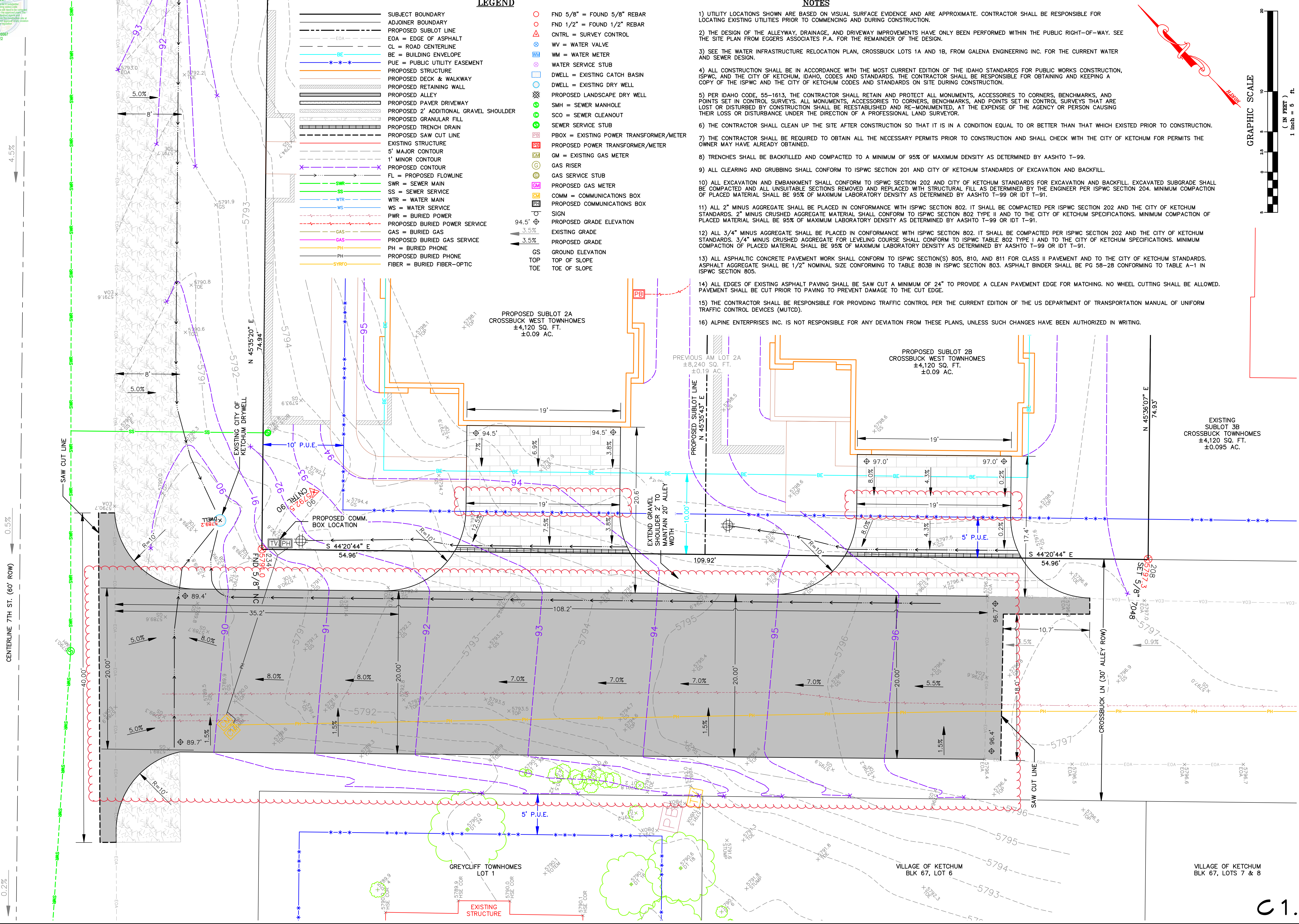
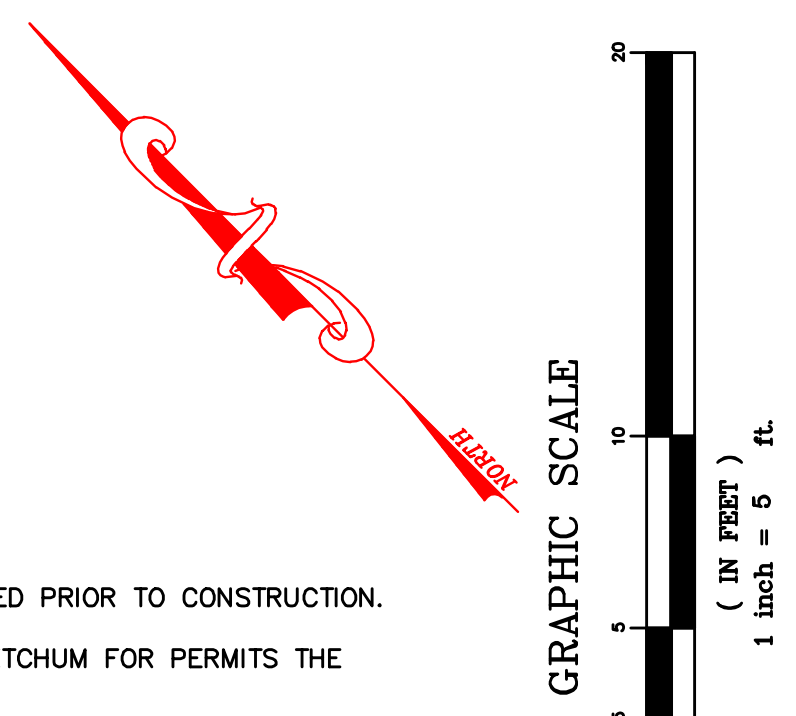


**LEGEND**

- SUBJECT BOUNDARY
- ADJOINER BOUNDARY
- PROPOSED SUBLOT LINE
- EOA = EDGE OF ASPHALT
- CL = ROAD CENTERLINE
- BE = BUILDING ENVELOPE
- PUE = PUBLIC UTILITY EASEMENT
- PROPOSED STRUCTURE
- PROPOSED DECK & WALKWAY
- PROPOSED RETAINING WALL
- PROPOSED ALLEY
- PROPOSED PAVEMENT DRIVEWAY
- PROPOSED 2' ADDITIONAL GRAVEL SHOULDER
- PROPOSED GRANULAR FILL
- PROPOSED TRENCH DRAIN
- PROPOSED SAW CUT LINE
- EXISTING STRUCTURE
- 5' MAJOR CONTOUR
- 1' MINOR CONTOUR
- PROPOSED CONTOUR
- FL = PROPOSED FLOWLINE
- SWR = SEWER MAIN
- SS = SEWER SERVICE
- WTR = WATER MAIN
- WS = WATER SERVICE
- PWR = BURIED POWER
- PROPOSED BURIED POWER SERVICE
- GAS = BURIED GAS
- PROPOSED BURIED GAS SERVICE
- PH = BURIED PHONE
- PROPOSED BURIED PHONE
- FIBER = BURIED FIBER-OPTIC
- FND 5/8" = FOUND 5/8" REBAR
- FND 1/2" = FOUND 1/2" REBAR
- CNTRL = SURVEY CONTROL
- WV = WATER VALVE
- WM = WATER METER
- WATER SERVICE STUB
- DWELL = EXISTING CATCH BASIN
- DWELL = EXISTING DRY WELL
- PROPOSED LANDSCAPE DRY WELL
- SMH = SEWER MANHOLE
- SCO = SEWER CLEANOUT
- SEWER SERVICE STUB
- PBOX = EXISTING POWER TRANSFORMER/METER
- PROPOSED POWER TRANSFORMER/METER
- GM = EXISTING GAS METER
- GAS RISER
- GAS SERVICE STUB
- PROPOSED GAS METER
- COMM = COMMUNICATIONS BOX
- PROPOSED COMMUNICATIONS BOX
- SIGN
- PROPOSED GRADE ELEVATION
- EXISTING GRADE
- PROPOSED GRADE
- GS GROUND ELEVATION
- TOP TOP OF SLOPE
- TOE TOE OF SLOPE

**NOTES**

- 1) UTILITY LOCATIONS SHOWN ARE BASED ON VISUAL SURFACE EVIDENCE AND ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING CONSTRUCTION.
- 2) THE DESIGN OF THE ALLEYWAY, DRAINAGE, AND DRIVEWAY IMPROVEMENTS HAVE ONLY BEEN PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY. SEE THE SITE PLAN FROM EGGERS ASSOCIATES P.A. FOR THE REMAINDER OF THE DESIGN.
- 3) SEE THE WATER INFRASTRUCTURE RELOCATION PLAN, CROSSBUCK LOTS 1A AND 1B, FROM GALENA ENGINEERING INC. FOR THE CURRENT WATER AND SEWER DESIGN.
- 4) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, ISPMC, AND THE CITY OF KETCHUM, IDAHO, CODES AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC AND THE CITY OF KETCHUM CODES AND STANDARDS ON SITE DURING CONSTRUCTION.
- 5) PER IDAHO CODE, 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS, AND POINTS SET IN CONTROL SURVEYS. ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS, AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE RE-ESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- 6) THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- 7) THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL THE NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SHALL CHECK WITH THE CITY OF KETCHUM FOR PERMITS THE OWNER MAY HAVE ALREADY OBTAINED.
- 8) TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 9) ALL CLEARING AND GRUBBING SHALL CONFORM TO ISPMC SECTION 201 AND CITY OF KETCHUM STANDARDS OF EXCAVATION AND BACKFILL.
- 10) ALL EXCAVATION AND EMBANKMENT SHALL CONFORM TO ISPMC SECTION 202 AND CITY OF KETCHUM STANDARDS FOR EXCAVATION AND BACKFILL. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER PER ISPMC SECTION 204. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR IDT T-91.
- 11) ALL 2" MINUS AGGREGATE SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802. IT SHALL BE COMPACTED PER ISPMC SECTION 202 AND THE CITY OF KETCHUM STANDARDS. 2" MINUS CRUSHED AGGREGATE MATERIAL SHALL CONFORM TO ISPMC SECTION 802 TYPE II AND TO THE CITY OF KETCHUM SPECIFICATIONS. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR IDT T-91.
- 12) ALL 3/4" MINUS AGGREGATE SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802. IT SHALL BE COMPACTED PER ISPMC SECTION 202 AND THE CITY OF KETCHUM STANDARDS. 3/4" MINUS CRUSHED AGGREGATE FOR LEVELING COURSE SHALL CONFORM TO ISPMC TABLE 802 TYPE I AND TO THE CITY OF KETCHUM SPECIFICATIONS. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR IDT T-91.
- 13) ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPMC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT AND TO THE CITY OF KETCHUM STANDARDS. ASPHALT AGGREGATE SHALL BE 1/2" NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
- 14) ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT A MINIMUM OF 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED. PAVEMENT SHALL BE CUT PRIOR TO PAVING TO PREVENT DAMAGE TO THE CUT EDGE.
- 15) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 16) ALPINE ENTERPRISES INC. IS NOT RESPONSIBLE FOR ANY DEVIATION FROM THESE PLANS, UNLESS SUCH CHANGES HAVE BEEN AUTHORIZED IN WRITING.



PLAN & PROFILES FOR  
 CROSSBUCK WEST TOWNHOMES ON LOT 2A, BLOCK 67, VILLAGE OF KETCHUM  
 WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR RED CANOE ARCHITECTURE, WYATT & DUFUR

Alpine Enterprises Inc.  
 Surveying, Mapping, Civil Engineering  
 and Natural Hazards Consulting  
 660 Bell Drive, Unit 1  
 P.O. Box 2037, Ketchum, ID 83340 USA  
 (208) 727-1988 727-1987 fax  
 email: bsrnith@alpineenterprisesinc.com

PROFESSIONAL ENGINEER  
 10275  
 08N0121  
 STATE OF IDAHO  
 ALLEY N.E.

REVISIONS	NO	DATE	BY

PROJECT PATH AND PRINT DATE U:\LandProjects\2004\1274\_Ketchum\Bk67\1-4.dwg\1274\_CrossbuckTownHomes\_Lts2A-2B-CivilROW\_2021.dwg 11/8/2021 4:34:18 PM MST

Sheet 1 of 3

C1.

# Attachment 3

Townhouse Subdivision  
Final Plat Application  
and  
Supporting Materials



**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	P23-021
Date Received:	3/30/23
By:	HLN
Fee Paid:	\$750
Approved Date:	
By:	

**Subdivision Application**

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: <u>CROSSBUCK WEST TOWNHOMES</u>			
Owner of Record: <u>WHATI &amp; DUFUR - DEED ATTACHED</u>			
Address of Owner: <u>PLEASE CONTACT BRUCE AT ALPINE</u>			
Representative of Owner: <u>BRUCE SMITH, PLS; ALPINE ENTERPRISES INC</u>			
Legal Description: <u>LOT 2A, Block 67, KETCHUM TOWN SITE</u>			
Street Address: <u>NOT YET ASSIGNED</u>			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: <u>2 TOWNHOUSE SUBLOTS</u>			
Total Land Area: <u>18240 SQ. FT = 0.19 ACRES</u>			
Current Zoning District: <u>GR-L</u>			
Proposed Zoning District: <u>NO CHANGE</u>			
Overlay District: <u>NONE</u>			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: <u>NONE</u>			
Easements to be dedicated on the final plat: <u>PUBLIC UTILITIES &amp; MUTUAL RECIPROCAL UTILITY EASEMENTS</u>			
Briefly describe the improvements to be installed prior to final plat approval: <u>BUILD THE UNITS &amp; ASSOCIATED INFRASTRUCTURE</u>			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

BRUCE S. SMITH, ALPINE ENTERPRISES INC

Applicant Signature REPRESENTATIVE

Date 26 APR 2023  
01 MAR 2023

Order Number: 20357654



## Warranty Deed

For value received,

**William C. Sundali, a married man as his sole and separate property, and Shane B. Mace and Sharon L. Mace, Trustees of the Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014, who acquired title as William C. Sundali, an unmarried man and Shane B. Mace and Sharon L. Mace, trustee of the Mace Living Trust, also shown of record as William C. Sundali, Shane B. Mace and Sharon L. Mace, trustees of the Mace Living Trust.**

the grantor, does hereby grant, bargain, sell, and convey unto

**William Wyatt, Joan Wyatt, Brad DuFur and Cyndi DuFur as Tenants in Common**

Whose mailing address is: PO Box 876, Sun Valley ID 83353

the grantee, the following described premises, in Blaine County, Idaho, to wit:

Lot 2A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: December 31, 2020

Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014

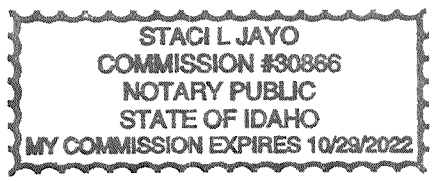
*Shane B. Mace*  
By: Shane B. Mace, Trustee

*Sharon L. Mace*  
By: Sharon L. Mace, Trustee

State of Idaho, County of Ada, ss.

On this 31<sup>st</sup> day of December, 2020, before me, the undersigned, a notary public in and for said state personally appeared Shane B. Mace and Sharon L. Mace, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014 and acknowledged to me that he/she executed the same as trustee.

*Staci L. Jayo*  
Notary Public  
Residing In: Meridian Idaho  
My Commission Expires: 10/29/2022  
(seal)

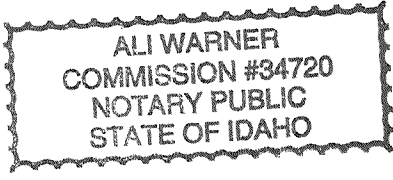


*William C. Sundali*  
William C. Sundali

State of: **Idaho**  
County of: **Blaine**

On this 6 day of January in the year 2021 before me, a Notary Public, personally appeared William C. Sundali, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

*[Signature]*  
Notary Public  
Residing at: Petchum 1b  
Comm. Expires: 9/19/24.





COMMITMENT FOR TITLE INSURANCE  
Issued by  
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne Corporation dba Sun Valley Title  
ALTA® Universal ID: 1065022  
Commitment Number: 20357654  
**4th Revision: 01/04/2020**  
**Updated Effective Date**  
**Amended Proposed Insured**

SCHEDULE A

1. **Commitment Date: December 30, 2020 at 07:30 AM**

2. **Policy or Policies to be issued:**

<b>X ALTA Owners Policy (6/17/06)</b>	<b>Standard Coverage</b>	<b>Policy Amount:</b>	<b>\$800,000.00</b>
<b>Proposed Insured:</b>		<b>Premium:</b>	<b>\$2,237.00</b>
Richey Wyatt and Joan Wyatt and Brad DuFur and Cyndi DuFur			
<b>Credit Applied to Owners Policy: \$324.00</b>			

3. **The estate or interest in the land described or referred to in this Commitment is:**

Fee Simple

4. **Title to the estate or interest in the Land is at the Commitment Date vested in:**

William C. Sundali and Shane B. Mace and Sharon L. Mace, trustees of the Mace Living Trust

5. **The Land described as follows:**

See Attached Schedule C

**Title Resources Guaranty Company**

TitleOne Corporation dba Sun Valley Title

By:

Nick Busdon, Authorized Signatory

	<b>Title Resources Guaranty Company</b>
	By:
	President/CEO
	Secretary

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: According to the available records, the purported address of said land is:  
  
0 Bare Ground, Ketchum, ID 83340
6. Necessary conveyance to the proposed insured.
7. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
8. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.

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**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Intentionally Deleted.
9. Taxes, including any assessments collected therewith, for the year 2020 for which the first installment is paid, and the second installment is due and payable on or before June 20, 2021.  
Parcel Number: RPK0000067002A  
Original Amount: \$3,371.30  
Without homeowners exemption
10. Water and sewer charges, if any, for the City of Ketchum.
11. Liens, levies, and assessments of the Crossbuck Subdivision Homeowners Association, Inc.
12. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
13. Easements, reservations, restrictions, and dedications as shown on the official plat of Lots 1A, 2A, 3A & 4A, Block 67, Ketchum Townsite.
14. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 18, 1949 as Instrument No. [95537](#).
15. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

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16. All matters, and any rights, easements, interests or claims as disclosed by a Survey for Emil Capik recorded July 30, 1979 as Instrument No. [195385](#).

17. Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: December 4, 2017

Instrument No.: [648450](#)

18. Terms, conditions, easements and, obligations, if any, contained in a Construction Phasing Agreement by and between the City of Ketchum, an Idaho municipal corporation and William C. Sundali, Shane B. Mace and Sharon L. Mace, trustees of the Mace Living Trust.

Recorded: January 7, 2019

Instrument No.: [657569](#)

19. Terms, conditions, easements and, obligations, if any, contained in a Grant of License and Alley Maintenance Agreement by and between the City of Ketchum, a municipal corporation and Crossbuck Subdivision Homeowners Association.

Recorded: December 18, 2019

Instrument No.: [665790](#)

20. Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: December 11, 2019

Instrument No.: [665602](#)

(End of Exceptions)

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SCHEDULE C

**Legal Description:**

Lot 2A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho.

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TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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Index to: COVENANTS & RESTRICTIONS

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**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE CROSSBUCK TOWNHOME SUBDIVISION**

This Declaration is made this 11<sup>th</sup> day of December, 2019, by and William C. Sundali, Shane B. Mace, and Sharon L. Mace, trustees of the Mace Living Trust ("Owner") (hereafter collectively referred to as "Declarant"), with reference to the following facts:

**RECITALS**

A. The Declarants are the owners of all that real property described as Lots 1A, 2A, 3A and 4A, Block 67 of the City of Ketchum, according to the official plat on file and recorded in the Office of the County Recorder of Blaine County, Idaho; and

B. The Declarant proposes to develop said real property in accordance with the maps and plans approved under the zoning and subdivision ordinances and regulations of the City Ketchum, State of Idaho; and

C. Final plats for The Crossbuck Townhomes, ("Subdivision" or "Townhouse Plat") will be filed and recorded creating Sublots 3A and 3B, and Sublots 4A and 4B, Block 67, City of Ketchum, said Lots (1A, 2A, 3A and 4A) are described and depicted in the Plat attached hereto as Exhibit A.

NOW THEREFORE, it is hereby declared that the Lots and Sublots as shown on Exhibit A shall be conveyed subject to the following covenants, conditions and restrictions ("Declaration"):

**ARTICLE I.**  
**(DEFINITIONS)**

1.01 "Association" shall mean the Crossbuck Subdivision Homeowners' Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho and composed of the owners of the Lots, Sublots and Units as may be annexed hereto in accordance with the provisions of this declaration.

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1.02 "Declarant" shall mean the William C. Sundali, Shane B. Mace, and Sharon L. Mace, trustees of the Mace Living Trust ("Owner").

1.03 "Committee" shall mean the Design Review Committee established under Article IV hereof.

1.04 "Lot" shall mean the numbered Lots, Lots 1A and 2A, as shown on the subdivision Plat, whether improved or unimproved.

1.05 "Sublot" shall mean any of the numbered Sublots, Sublots 3A, 3B, 4A and 4B, as shown on the subdivision Plat, whether improved or unimproved.

1.06 "Owner" shall mean and refer to the record owner, including the Declarant, whether one or more persons, of the fee simple title of any of the numbered townhome units above described and includes contract buyers but excludes those having such interest merely as security for the performance of an obligation. The term "owner" does not include any lessee, guest or invitee of an "owner." For purposes of these Declarations, there shall be considered only one owner per Lot or Sublot.

1.07 "Plat" shall mean the Plat for the Cross Buck Townhome Subdivision, as recorded in the Office of the Recorder of Blaine County, Idaho, or as set forth in Exhibit A.

1.08 "Property" shall mean all of the land described in Exhibit A, and any property which may hereafter be subject to this declaration by execution and recordation of a supplemental declaration, as hereinafter provided.

1.09 "Declaration" means a declaration of covenants, conditions and restrictions which may be recorded for the purposes of annexing additional property to the Cross Buck Townhome Subdivision, such property to be subject to the scheme of covenants, conditions and restrictions contained in this declaration.

1.10 "Unit" shall mean the numbered townhome units shown on the subdivision Plat, whether improved or unimproved.

1.11 All the recitals and definitions contained therein are incorporated herein by reference.

## **ARTICLE II.**

### **(USE REGULATIONS AND RESTRICTIONS)**

#### **2.01. Lot, Sublot or Unit Uses.**

(a) No use whatsoever shall be made of any Lot, Sublot or Unit except its use and improvement for a single family private residence. Lots, Sublots and Units owned by Declarant or its nominee may be used as construction offices or for the purpose of selling

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THE CROSSBUCK TOWNHOMES SUBDIVISION - 2**

the Lots, Sublots or Units. Lease or rental of a Lot, Sublot or Unit for lodging or residential purposes shall not be considered a violation of this Declaration. Further, an Owner may conduct business activities within a residence located on a Lot, Sublot or Unit so long as such business activities (i) are not observable or detectable from the exterior of the residence, (ii) comply with all governmental rules, regulations, and ordinances, (iii) do not involve any kind of regular visitation by clients, customers, suppliers or other business invitees, (iv) do not involve door-to-door solicitations within the Property (v) do not constitute a nuisance, or a hazardous, illegal, or offensive use, or threaten the security or safety of other persons, as may be determined by the Board in its sole discretion, and (vi) otherwise are in compliance with the Declaration. This paragraph is not subject to be amended.

(b) The subdividing or combination of Lots or Sublots is controlled by the applicable zoning codes of the City of Ketchum.

(c) No activities shall be conducted in any Unit or on any Lot or Sublot and no improvements constructed thereon which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot or Sublot. No open fires shall be lighted or permitted on any Lot or Sublot, except while under the direct supervision, control and surveillance of the Lot or Sublot owner; provided, however, burning trash, garbage and other refuse is prohibited.

2.02. Lots, Sublots and Units to be Maintained/Landscaping.

(a) All Lots, Sublots and Units shall be maintained by the Owner thereof, both prior to and after construction of improvements thereon, in an attractive manner, free of trash and other unsightly material. All improvements to any Lot, Sublot and Unit shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof, and no improvement shall be entitled to fall into disrepair. All landscaping shall be maintained in a neat, trim and orderly fashion.

(b) Each Sublot will be landscaped by the Developer. It is the intent of these restrictions to maintain the original plan. The Design Review Committee may modify the plan as desired.

2.03. Use of Temporary Structures Prohibited. Without the prior consent of the Association, no trailer, recreational vehicle, or garage shall be used as a temporary or permanent residence nor shall any residential structure be moved onto said subdivision from any other location.

2.04. Fences. Any fence must be of a similar type and design as the first constructed fence, or as otherwise approved by the Association. The Association shall have control over the design of all fences, including those located on the Lots and Sublots. This provision of Design control is specific and shall govern over any other provisions of this Declaration.

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2.05. Parking Regulations.

(a) Each Owner and his or her invitees, licensees, lessees, and guests shall at all times park their vehicles in that particular Owner's driveway on that particular Owner's Lot, Sublot or Unit.

(b) No trailer, boat, camper, motorcycles, snow mobiles, water craft of any kind, or any other type of recreational vehicle shall be kept on a Lot, Sublot or Unit except within an enclosed building or on parking areas, if any, specifically designated on the plat or as otherwise allowed by the Association for parking of such vehicles. With the exception of winter recreational vehicles, including but not limited to snowmobiles, none of the aforementioned types of vehicles may be kept within the Subdivision between October 31<sup>st</sup> and May 1<sup>st</sup>.

(c) No commercial or industrial trucks (with the exception of standard pickups or vans), trailers or large recreational vehicles shall be parked or stored on any Lot or Unit or on any of the streets fronting on any Lot, Sublot or Unit, except within the garage or in conjunction with construction of any improvements on such Lot, Sublot or Unit.

2.06. Signs. With the exception of standard size "For Sale" or "For Rent" signs (which shall not be larger than 20" by 26"), no sign of any kind shall be displayed to the public view on any Lot, Sublot or Unit except as permitted by the Committee.

2.07. Mail and Newspaper Receptacles. Should delivery conditions or regulations dictate that there be free standing newspaper receptacles or mail boxes, the type of box and/or cluster arrangement shall be determined and/or approved by Association.

2.08. Garbage. No Lot, Sublot or Unit shall be used or maintained as a dumping ground for rubbish, machinery, equipment or motor vehicles. Trash, garbage or other waste shall not be kept except in sanitary containers. All trash cans, garbage containers or other equipment for temporary storage and disposal of such material shall be kept in a clean and sanitary condition. All trash receptacles shall be kept in a garage or stored onsite and not in view of any other lot owner, except as may be necessary for garbage pick-up.

2.09 Planting in Right-of-Way. No trees, hedges or shrub plantings shall be permitted within the road right-of-ways or alleys.

2.10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Sublot or Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All Lots, Sublots or Units and improvements thereon shall be kept and maintained by the Owner thereof in a clean, safe, attractive and slightly condition and repair.

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2.11. Protection of Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot or Sublot and all improvements in it shall be maintained continuously by the Owner of the Lot or Sublot, except for those improvements for which a public authority or utility company is responsible.

2.12. Pets and Animals. No horses or other farm animals or livestock may be kept on any Lot or Sublot. With respect to all other animals, only owners may have pets. Dogs, when outside, must be at all times in an enclosed yard, leashed, or under the Owner's direct supervision. As set forth in 2.02, no fences are allowed, and therefore, no dog kennels are allowed. Should owners desire to control pets, they must use underground invisible fence systems. Any household pet will be subject to expulsion from the Property upon complaint of three (3) or more Association members, and upon a finding by the Board of Directors of the Association that said animal has created a nuisance. Excessive barking by dogs shall be considered a nuisance and may be abated as provided by these Declarations or otherwise allowed by law.

2.13 Utility Lines. All utility lines of any kind upon any Lot or Sublot for the transmission of utilities, telephone service, the reception or audio or visual signals (with the exception of satellite dishes with a diameter of less than thirty (30) inches) or electricity, and all pipes for water, gas, sewer, drainage, or other utility purposes, shall be installed and maintained below the surface of the ground. The Subdivision has a common twenty (20) foot utility easement running through the middle of the Subdivision. If any of the common utility lines are damaged or in need of repair or replacement, such costs of maintenance, repair or replacement shall be shared equally by all Lot and Sublot owners. If there are stub lines running from the common lines that provide service to individual Lots or Sublots, the cost of maintenance, repair and replacement of the individual stub lines will be paid by the Lot or Sublot owner.

2.14. Snow Storage. No Snow may be stored or plowed from the private Lots or Sublots onto the common areas. The Association is responsible for the storage and removal of snow from each entry way, driveway, sidewalk and alleyway. The Association will determine a single contractor to perform snow removal for the all of the Lots and Sublots, and the associated costs will be split evenly by each Lot and Sublot owner.

2.15 Maintenance of Alleyway. The Association and Lot and Sublot owners are responsible for the maintenance and snow plowing, and general upkeep associated with the thirty (30) foot alleyway depicted on the Plat, Exhibit A. There are no plans to complete the alleyway development. However, if the alleyway is to be constructed, the Declarants will be jointly and severally responsible for the costs associated with this construction.

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2.16 Window Shades/Coverings. All window coverings shall be of a neutral color to match the outside of the color of the buildings. Window coverings must be expressly approved by the Association, in writing.

2.17 Exemption of Declarant. Nothing in this Declaration shall limit or interfere with the right of Declarant to complete development, excavation, grading, landscaping, and construction of the Property or any part thereof, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of the Property as long as any Lot, Sublot or Unit owned by Declarant remains unsold, or to use any structure as a model home or real estate sales office. The rights of the Declarant in this Declaration may be assigned by Declarant.

**ARTICLE III.**  
**(DESIGN CONTROL)**

3.01 The Design Review Committee shall be composed of four members, each of whom shall be an Owner of a separate Sublot within the Subdivision, Sublots 3A, 3B, 4A and 4B (hereinafter "Sublot Owners" or "Sublots"). By unanimous vote of the Sublot Owners, the Committee may designate a representative to act for it, in which case, use of the word Committee herein shall mean that designated representative. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. If no Committee is designated or formed, then the Board of Directors of the Association, as set forth in Article IV, shall be responsible for all Design Review, and any action may be approved by two-thirds vote of the Board of the Directors.

3.02. The Design Review Committee shall have no authority or control over Lot 1A and Lot 2A. Likewise, the owners of Lots 1A and Lot 2A shall have no control over any Design Review for the Sublots.

3.03. Unless a single person is designated to perform Design Review functions on behalf of the Committee, said approval being confirmed in writing, the vote or written consent of three-quarters of the Committee (75%) members shall constitute action of the Committee.

3.04. No changes in the existing state of any Sublot shall be made or permitted without the prior written approval of the Committee. Changes in the existing state of a Sublot shall include without limitation, fences, the construction of any building, structure or other improvement, including utility facilities; the excavation, filling or similar disturbance of the surface of the land including, without limitation, change of grade, stream bed, ground level or drainage pattern, the clearing, marring, defacing or damaging of significant trees, shrubs, or other growing things; the landscaping texture or exterior appearance of any previously approved change in the existing state of a Sublot. The original color scheme and exterior appearances of structures on the Sublots shall be maintained, unless otherwise approved by the Sublot Owners. Notwithstanding the foregoing, approval of the Committee shall not relieve a Sublot Owner of its

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obligation to obtain appropriate approvals from local, state and/or federal agencies with respect to the proposed change if required.

3.05. Subject to other restrictions contained in this Declaration, the Committee shall have complete discretion to approve or disapprove any change in the existing state of a Sublot Unit and shall exercise such discretion with the following objectives in mind: to carry out the general purposes expressed in this declaration; to prevent violation of any specific provision of this declaration or any supplemental declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that material and workmanship for all improvements are of high quality comparable to other improvements in the area; and to minimize maintenance and assure a better appearing area under all conditions.

3.06. Prior to expenditures of any substantial time or funds in the planning of any proposed change in the existing state of a Sublot, the Owner of the Sublot Unit shall advise the Design Committee in writing of the general nature of the proposed change; shall, if requested by the Committee, meet with a member or members of the Committee to discuss the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Committee; and shall, if requested by the Committee, furnish the Committee with preliminary plans and specifications for comment and review.

3.07. After the nature and scope of a proposed change in the existing state of the Sublot Unit is determined and prior to the commencement of work to accomplish such change:

(a) With respect to all changes other than buildings and structures, the Committee may, in its discretion, authorize the proposed change without obtaining additional information, or may require the Sublot Owner to furnish the Committee with three (3) copies of a complete and full description of the proposed change in writing and with drawings, drawn to such scale as may be reasonably required by the Committee, showing all boundaries, showing existing and proposed contour lines and elevations at reasonably detailed intervals, showing all existing and proposed improvements, showing the existing and proposed drainage pattern, showing the existing and proposed utility and sanitation facilities, showing the existing or proposed substantial trees and shrubs. There shall also be furnished to the Committee any and all further information with respect to the existing state of the Sublot Unit which the Committee may reasonably require, to permit it to make an informed decision on whether or not to grant approval of the change. Approvals of changes pursuant to this section must be made in writing by at least one (1) member of the Committee. Notwithstanding the foregoing, Committee approval shall not be required for the planting or removal of insubstantial trees, shrubs, and flowers.

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(b) With respect to all buildings and other structures, and other changes for which the Committee, in its discretion, deems necessary, the Committee may require, in addition to descriptions required in Section 3.06(a), submission in duplicate, of floor plans, elevation drawings from four (4) sides, all drawn to such scale as may be reasonably required by the Committee; descriptions of exterior materials and colors and, if deemed appropriate by the Committee, samples of the same; final construction specifications; and a landscaping plan showing existing and proposed substantial trees and shrubs. Where buildings or structures or other improvements which reasonably require plans and specifications are proposed to be constructed or built, a reasonable fee, as shall be determined from time to time by the Association, shall be paid to the Association to cover costs and expenses of review. Prior to giving approval to a proposed change in the existing state of a Sublot Unit, at least one (1) member of the Committee shall physically inspect the Sublot Unit. No proposed building or structure shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least two (2) members of the Committee; provided, that approval shall be deemed given if the Committee fails to approve or disapprove of a proposed change or to make additional requirements or request additional information within twenty-one (21) days after a full and complete description of the proposed change and all additional instruments, documents and plans have been furnished in writing to the Committee with a written and specific request for approval.

3.08. After approval by the Committee of any proposed change in the existing state of the Sublot, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and any plans and specifications provided to the Committee. Failure to accomplish the change strictly in accordance with the description thereof and plans and specifications therefor within eighteen (18) months of the date of Committee approval, unless an extension is granted by the Committee upon a showing of good cause, shall operate to automatically revoke the approval of the proposed change, and, upon demand by the Committee, the Sublot Unit shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Committee and its duly appointed agents may enter upon any Sublot Unit at any reasonable time or times to inspect the progress or status of any changes in the existing state of a Sublot being made or which may have been made. The Committee shall have the right and authority to record a notice to show that any particular change in the existing state of a Sublot Unit has not been approved or that any approval given has been automatically revoked.

#### **ARTICLE IV.**

#### **(ESTABLISHMENT, ORGANIZATION AND RESPONSIBILITIES OF ASSOCIATION)**

4.01 Association. The Cross Buck Townhome Subdivision Association, is incorporated as an Idaho not for profit corporation. The purposes and powers of the Association and the rights and obligations inherent in membership are set forth in its Articles of Incorporation as supplemented by the provisions of this Declaration and any bylaws. The Association is and shall be obligated (a) to accept title to and maintain Common Areas, if any,

#### **DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CROSSBUCK TOWNHOMES SUBDIVISION - 8**

and (b) to assume the functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions and obligations under any supplemental declaration with respect to property now or hereafter subject to the declaration.

4.02 Board of Directors/Officers. The Association shall be governed by a Board composed of three (3) Directors, all of whom shall be elected at the first annual meeting. Unless otherwise stated, the President of the Corporation is authorized to act on behalf of the Association. Unless stated herein, the composition of the Board, number of Officers and duties shall be as set forth in the Idaho Nonprofit Corporation Act, Idaho Code Sections 30-30-101 through 30-30-1204, and as amended.

4.03 Membership. Each Owner of each Lot or Sublot is subject to assessment by the Association and shall be a member of the Association. Said membership shall be appurtenant to and shall not be severed from the Lot or Sublot.

4.04 Voting Rights. The Association shall have two classes of voting membership:

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

(b) Class B. The Class B members shall be the Declarant(s) and shall be entitled to three (3) votes for each Lot or Sublot owned. Class B membership shall cease and be converted to Class A membership on the occurrence of the later of any of the following events:

- (i) when the total votes outstanding in the Class A membership in the Association equal the total votes outstanding in the Class B membership in said Association;
- (ii) the fourth anniversary of the recording of this declaration; or
- (iii) when the Declarant(s) no longer hold title to any Lot or Sublots.

(c) Any vote may be cast by an Owner in person or by proxy. All proxies shall be in writing, dated and signed by the Owners and filed with the Board of Directors before commencement of any meeting. No proxy shall extend beyond the specific meeting for which it was executed, and every proxy shall automatically cease upon sale by the Owners of his or their Lot, Sublot or Unit or upon death or incapacity of the member executing the proxy statement.

(d) Where the vote or written assent of the membership is required for any action contemplated herein, such action shall require the prescribed percentage of each class of voters during the time there are two classes of membership.

4.05 Meetings.

(a) Regular and special meetings of the Association will be held at the time and in the place prescribed by the By-Laws of the Association.

(b) Written notice of any meeting of the members of the Association shall be sent to all members at their address shown in the books of the Association and as otherwise set forth in the By-laws. The presence at any meeting of the members or of proxies entitled to cast fifty percent (50%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Such adjournment shall be for not less than five (5) days and not more than thirty (30) days from the original meeting date. In the absence of a quorum, no other business may be conducted at any such meeting.

(c) All elections shall be by secret ballot. Cumulative voting procedures shall be prescribed at all elections at which more than one position on the governing body is to be filled.

(d) So long as there are two classes of membership, one (1) director shall be elected solely by the votes of the Class A members.

(e) Regular meetings of the Directors shall be held at least annually, or otherwise decided by the directors.

4.06 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and upkeep of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal and accounting and other professional services necessary or desirable in connection with the operation, upkeep and management of the Property or the enforcement of this Declaration, the Articles, Bylaws or Rules.

4.07. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the Articles, Bylaws, Rules, or any guidelines adopted pursuant to this Declaration. Failure by the Association or by any Owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

(a) Neighbor Disputes. In disputes involving two or less Owners claiming to be impacted, affected or aggrieved by an alleged violation by another Owner, such Owner(s) shall first communicate with the offending Owner to find a mutually acceptable

resolution of the dispute. Only after such communication has been made and resolution attempted will the Association become involved in such disputes and then only if the Association deems the issue to be one of importance to all Owners or to be necessary to protect its rights under the Declaration. The Association may become involved in disputes at its sole discretion.

(b) Mediation. Notwithstanding any other provision in this Declaration, except in emergencies, in cases where immediate injunctive relief is necessary, or where it is clear that mediation would be futile, prior to the instigation of any litigation, either by an Owner(s) or the Association, to enforce or construe the terms of this Declaration, all parties shall attempt to reach a mutually acceptable resolution of the dispute, either informally or if no resolution may be obtained informally then through a formal mediation process. The purpose of the mediation is to identify the issues, reduce misunderstandings, clarify priorities, explore areas of compromise, and find points of agreement. In the event a resolution is not obtained after formally mediating for a reasonable period, litigation may be commenced.

4.08. Non-waiver. The failure of the Association or individual owners to enforce the provisions of this Declaration shall not constitute a waiver of the provisions of the Declaration.

#### **ARTICLE V.** **(PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT)**

5.01 Each Member of the Association shall have the right of enjoyment of the facilities located thereon which are appurtenant to the member's Lot, Sublot or Unit, subject to the terms of this Declaration and the following conditions:

(a) The right of the Association, as provided in its Bylaws to suspend the rights and privileges, including voting rights of any member for any period during which an assessment (to which his interest is subject) remains unpaid and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations and for the right to impose monetary penalties for violation of such rules and regulations after hearing by the Board of Directors of the Association. Any Owner shall be given thirty-days (30) notice of any such hearing by personal service or by certified mail to his address as it appears on the books of the Association.

(b) The right of the Association to charge reasonable fees for use and purposes of the Association.

5.02 The Association shall have the obligation at its expense to maintain in a clean and orderly manner and in a good state of repair its Common Area and all improvements located thereon and to operate in a competent and efficient manner, all facilities located in its Common

Area; and in the event of damage or destruction to the improvements, to repair and restore promptly after such damage or destruction occurs, all improvements thereon.

5.03 Any member may delegate his rights of enjoyment in the Common Area, if any, and in the privileges of the Association to the members of his family who reside upon a Lot, Sublot or Unit, to any of his tenants who reside thereon under a leasehold interest for a term of one month or more, and to his guests; subject, however, to the Bylaws, rules, regulation and limitations of the Association. Such member shall notify the Secretary in writing of the name of such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension the same as members of the Association, as provided in paragraph (a) of Section 1 of this Article.

## **ARTICLE VI.** **(CREATION OF ASSESSMENT LIENS)**

6.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot, Sublot or Unit owned within the Property hereby covenants, and each Owner of any Lot, Sublot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the respective Association Annual assessments or charges and special assessments or charges for the purposes provided in this Declaration, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

6.02 Purpose. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, for the improvement, maintenance, upkeep, repair and replacement of the Common Area, improvements thereon, and Association Property, for the enforcement of this Declaration, the Articles, the Bylaws and the Rules, for the administration and operation of the Association and Common Area, and for such other matters expressly provided or implied in this Declaration, the Articles, Bylaws, and Rules of the Association.

### 6.03 Annual Assessments.

(a) At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate expenses to be incurred by the Association during such year in performing its functions under this Declaration (including reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any

surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the Owner of each Lot or Sublot in an equal amount, and levied against each Lot, Sublot or Unit. If said sum proves to be inadequate for any reason, including nonpayment of any Owner's assessment, the Association may at any time levy a further Assessment which shall be assessed and levied equally upon each Lot, Sublot or Unit and the Owner thereof.

(b) The annual assessments provided for herein shall commence on the first day of the month following the closing of the first sale of a Lot, Sublot or Unit to a purchaser.

(c) Annual assessments shall be fixed on a pro rata basis for each Lot or Sublot and shall be collected by the Association on a quarterly basis, or otherwise as fixed by the directors. Owners shall not be entitled to take offsets from assessment amounts for any reason.

(d) Without written consent or a majority vote by the members of the Association, the annual assessment may not be increased more than twenty percent (20%) over that of the last preceding annual assessment.

6.04 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement to be performed on the Lots, Sublots or Units or Common Area or of a capital improvement upon the Association's Common Area, including fixtures and personal property related thereto, for the purpose of performing any unanticipated maintenance, and for unanticipated extraordinary expenses incurred by the Association.

6.05 Unpaid Assessments. Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, Sublot or Unit, and may recover all costs and fees incurred in such action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot, Sublot or Unit. Each of the Owners do hereby grant and appoint the Board of Directors as trustee to enforce such lien and to foreclose such lien by private power of sale, and the authority and power to sell the Unit or Lot of such defaulting Owner, or any part thereof, to satisfy said lien, for lawful money of the United States to the highest bidder. Such lien and the right to foreclose the same shall be in addition to and not in substitution for all other rights and remedies which the Owner and the Board of Directors may have to enforce the provisions hereof.

6.06 Lien for Assessments. All sums assessed to any Lot, Sublot or Unit pursuant to this Declaration and its amendments, together with interest thereon as provided herein, shall be



secured by a lien on such Lot, Sublot or Unit in favor of the Association upon recordation of a notice of assessment lien as provided herein. No lien is perfected unless the Association complies with the lien requirements as set forth by Idaho law, including Idaho Code Section 45-810, and as amended.

6.07 Remedies. In addition to the remedies stated above, the Association or individual Lot or Sublot owner may pursue any lawful or equitable remedy.

**ARTICLE VII.**  
**(DAMAGE OR DESTRUCTION OF COMMON AREA IMPROVEMENTS)**

In the event of damage to or destruction of the property of the Association, or any part thereof, the Association shall repair or replace the same from the insurance proceeds payable to it by reason of such damage or destruction. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment in accordance with the provisions of this declaration, to cover the additional cost of the repair or replacement not covered by the insurance proceeds. Such special assessment is in addition to any other regular assessments made against Owners and is subject to the rules herein relating to Special Assessments. If any damage or destruction is caused by a casualty not insured against, then the repair or reconstruction shall be accomplished in the manner provided by a written agreement approved by the Owners representing more than fifty percent (50%) of all the Lot, Sublots or Units after the plans for any repairs or reconstruction have been approved by the Association.

**ARTICLE VIII.**  
**(LENDER'S REGULATIONS)**

In order that residential dwelling units erected on the Property may qualify for existing subsidized lending programs, it is declared that the following rights exist in favor of any first mortgagee, notwithstanding contrary or conflicting provisions contained herein.

8.01 The first mortgagee of any dwelling unit may, by written notice to the Association, request written notice of any default by the mortgagor of such dwelling unit in the performance of such mortgagor's obligations under this declaration within thirty (30) days. Such request shall state the name and mailing address of the mortgagee, and the official records book and page number, file number or other reference identifying such recording, and the Lot, Sublot or Unit number encumbered by said mortgage, and a reference to this declaration. Each notice of default given pursuant to such request may be sent by regular mail, postage prepaid, addressed to the mortgagee at the address stated in such request. Following the lapse of two (2) years from the date of receipt of the written request last given by any mortgagee pursuant to this Article, the Association shall have no further duty to notify such mortgagee if mortgagor defaults.

8.02 Any first mortgagee who comes into possession of a dwelling unit pursuant to the remedies provided for in the mortgage, or foreclosure of the mortgage, shall be exempt from an

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE CROSSBUCK TOWNHOMES SUBDIVISION - 15**

existing right of first refusal of any party as to the purchase of such dwelling unit from the mortgagee thereof.

8.03 Unless at least seventy-five percent (75%) of the first mortgagees (based upon one (1) vote for each mortgage) of dwelling units within the subdivision have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the dwelling units in the subdivision. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such subdivision shall not be deemed a transfer within the meaning of this clause);

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) By act or omission change, waive or abandon any scheme or regulation, or enforcements thereof, pertaining to the architectural; design or the exterior appearance of dwelling units, the maintenance of party walls, or common fences and driveways, or the upkeep of walls and plantings in the subdivision;

(d) Fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount of not less than one hundred percent (100%) of the insurable value (based on current replacement cost); and

(e) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such improvements.

8.04 First mortgagees shall have the right to examine the books and records of the Association, upon reasonable advance request in writing.

8.05 First mortgagees of dwelling units in the subdivision, may jointly or singly, pay taxes which are in default and which may or have become a charge against Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

8.06 Nothing herein or in the Articles of Incorporation of the Association, or in any other instrument relating to the Property, gives any Owner of any Lot, Sublot or Unit or other party priority over any rights of first mortgagees pursuant to their mortgages, in the case of distribution to such Owners of insurance proceeds or condemnation awards for losses to or a taking of common property in the subject subdivision.

8.07 The terms "mortgage", "mortgagor" and "mortgagee" as used in this Article shall include respectively, a deed of trust and the trustor and beneficiary thereunder.

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE CROSSBUCK TOWNHOMES SUBDIVISION - 16**

**ARTICLE IX.**  
**(MISCELLANEOUS PROVISIONS)**

9.01. Severability/Applicable Law. In the event of any inconsistency between applicable law and any of these covenants or restrictions the applicable law shall govern if the covenant or restriction would otherwise be invalidated. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

9.02. Choice of Law. This Agreement shall be governed by the law of the State of Idaho.

9.03. Wavier. The partial or complete invalidity of any one of more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

9.04. Attorney's Fees and Costs. Should any Lot or Sublot owner or Association employ an attorney to institute suit to enforce or interpret any provisions of or to protect its interest in any matter arising under the Declaration, the Articles, Bylaws, Rules, or any guidelines adopted pursuant to the Declaration, the prevailing party in such action shall be entitled to an award of their costs and attorney fees, including costs and fees on appeal.

9.05. Headings. The headings given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

9.06. Amendment. The provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Unless otherwise provided herein, this Declaration may only be amended by an instrument approved and signed by not less than four (4) out of the six (6) Lot or Sublot Owners. The Design Review Committee's powers and jurisdiction shall not be amended unless there is unanimous consent form all Lot and Sublot Owners. Any amendment must be recorded. Any such amendment shall be binding upon every Owner and every Lot, Sublot or Unit whether or not the burdens thereon are increased or decreased by such amendment and whether or not the Owner of each and every Lot, Sublot or Unit consents thereto.

9.07. Idaho Nonprofit Corporation Act. To the extent there are any inconsistencies between this Declaration and the provision of the Idaho Nonprofit Corporation Act, the Idaho Nonprofit Corporation Act shall control.

DATED this 11<sup>th</sup> day of December, 2019.

William C. Sundali  
By: William C. Sundali

STATE OF IDAHO            )  
  ) ss.  
County of Blaine         )

On this 11<sup>th</sup> day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundali, known or identified to me the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.



Fritz X Haemmerle  
Notary Public for Idaho  
Residing at 1744 E. 24th St.  
My Commission expires: 8/18/21

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CROSSBUCK TOWNHOMES SUBDIVISION - 18**

*Shane B. Mace*

By: Shane B. Mace, trustee of the Mace Living Trust

STATE OF IDAHO )  
 ) ss.  
County of Ada. )

On this 10<sup>th</sup> day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace, known or identified to me to be a trustee of the Mace Living Trust, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said Trusts.



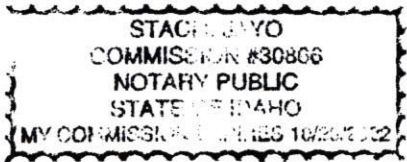
*Staci L. Jayo*

Notary Public for Idaho  
Residing at Meridian, Id  
My Commission expires: 10/29/2022

*Sharon L. Mace*  
By: Sharon L. Mace, trustees of the Mace Living Trust

STATE OF IDAHO )  
 ) ss.  
County of Ada. )

On this 10<sup>th</sup> day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace, known or identified to me to be a trustee of the Mace Living Trust, who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in said Trusts.



*Staci L. Jayo*

Notary Public for Idaho  
Residing at Meridian, Id  
My Commission expires: 10/29/2022

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CROSSBUCK TOWNHOMES SUBDIVISION - 19**

**(EXHIBIT A)**

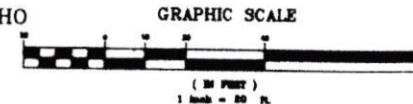
Insert Recorded Plat

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE CROSSBUCK TOWNHOMES SUBDIVISION - 20**

# LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE

WHEREIN LOTS 1, 2, 3 & 4 ARE RECONFIGURED AS SHOWN  
 LOCATED WITHIN S13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

FEBRUARY 2019

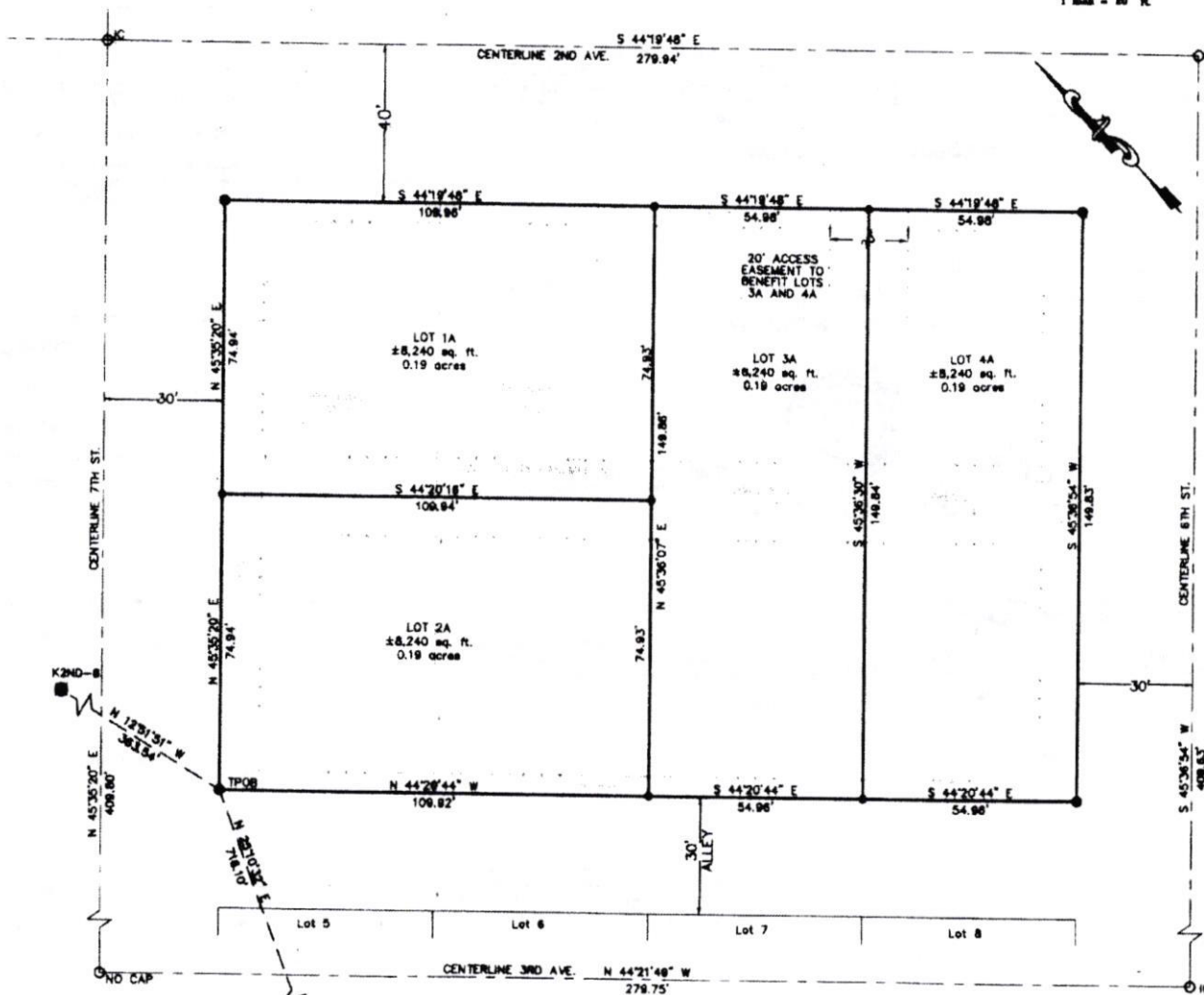


**NOTES**

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1982), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9998071. Ground Distances will be slightly longer.
- 2) Documents that may affect this plot are recorded in Blaine County Records as Instrument Numbers 195365 (Survey), 304411-304414 (Municipal Quit Claim Deeds), and 857569 (Development Phasing Agreement).
- 3) The total water system is private from point of connection with the main on 7th Street, Owner and all successors in interest are responsible for the installation, maintenance, repair and other costs associated with the private water main serving Lots 1A-4A, in accordance with the Construction Phasing Agreement recorded in Blaine County Records as instrument Number 857569.
- 4) The sewer main and manholes are public from the starting manhole continuous to the 7th Street manhole.

**LEGEND**

- Centerline Street/Avenue
- Subject Boundary Lines
- Easements as Shown
- BC&S Control and Tie
- Previous Lot Lines
- SET 1/2" = Set 1/2" Rebar PLS 7048
- SET 5/8" = Set 5/8" Rebar PLS 7048
- FND 5/8" = Found 5/8" Rebar As Shown
- IC Regible Cap



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

03-20-2019

Date *[Signature]*  
 South Central District Health Dept., EHS

**CERTIFICATE OF OWNERSHIP**

This is to certify that we, the undersigned, are the owners in fee simple of the following described parcel of land:  
 A parcel of land located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lots 1, 2, 3, and 4 in Block 67 of the City of Ketchum, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho. To be replatted as lots 1A, 2A, 3A, and 4A, Block 67 Ketchum Townsite.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owners to hereby include said land in this plat.

William C. Sundahl  
 William C. Sundahl, an Unmarried Man  
Shane B. Mace  
 Shane B. Mace, Trustee of the Mace Living Trust  
Sharon L. Mace  
 Sharon L. Mace, Trustee of the Mace Living Trust

**ACKNOWLEDGMENT**

STATE OF Idaho } as  
 COUNTY OF Blaine }  
 On this 04 day of March, 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundahl, an unmarried man, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that he executed the same.

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



Shane B. Mace  
 Notary Public  
 Residing at  
Ketchum, Idaho  
05-04-2024  
 My Commission Expires

STATE OF Idaho } as  
 COUNTY OF Blaine }  
 On this 04 day of March, 2019, before me, a Notary Public in and for said State, personally appeared Shane B. Mace and Sharon L. Mace, Trustees of the Mace Living Trust known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

Shane B. Mace  
 Notary Public.  
Sharon L. Mace  
 Residing at  
Ketchum, Idaho  
10/09/2022  
 My Commission Expires



**SURVEYOR'S CERTIFICATE**

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Lots 1A, 2A, 3A, and 4A Block 67, City of Ketchum, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



**COUNTY SURVEYOR'S APPROVAL**

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Sam Young  
 County Surveyor  
 P.S. 1157

**APPROVAL OF CITY COUNCIL**

The foregoing plat was approved by the City Council of Ketchum, on this 14 day of March, 2019.



John P. [Signature]  
 City Clerk

**CITY ENGINEER'S APPROVAL**

The foregoing plat was approved by Sharon M. [Signature] City Engineer for the City of Ketchum on this 14 day of March, 2019.

Sharon M. [Signature]  
 City Engineer

**COUNTY TREASURER'S APPROVAL**

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lot 1A, 2A, 3A, 4A, Block 67, City of Ketchum have been paid in full on this 14 day of March, 2019. This Certification is valid for the next thirty (30) days only.

Janet [Signature]  
 Blaine County Treasurer

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO } as  
 COUNTY OF BLAINE }  
 This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

Instrument # 088889  
 Filed in the Office of the Recorder of Blaine County, Idaho  
 at Ketchum, Idaho  
 on the 14th day of March, 2019  
 Page 11 of 11

Ex-officio Recorder



# Attachment 4

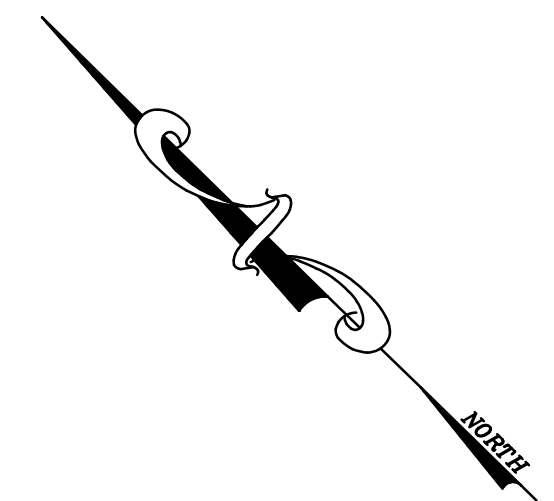
Townhouse Subdivision

Final Plat

# A PLAT SHOWING CROSSBUCK WEST TOWNHOMES

WHEREIN LOT 2A, BLOCK 67, KETCHUM TOWNSITE, IS REPLATTED AS TOWNHOUSE SUBLOTS, AS SHOWN HEREON  
LOCATED WITHIN S13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JANUARY 2023



### GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

### LEGEND

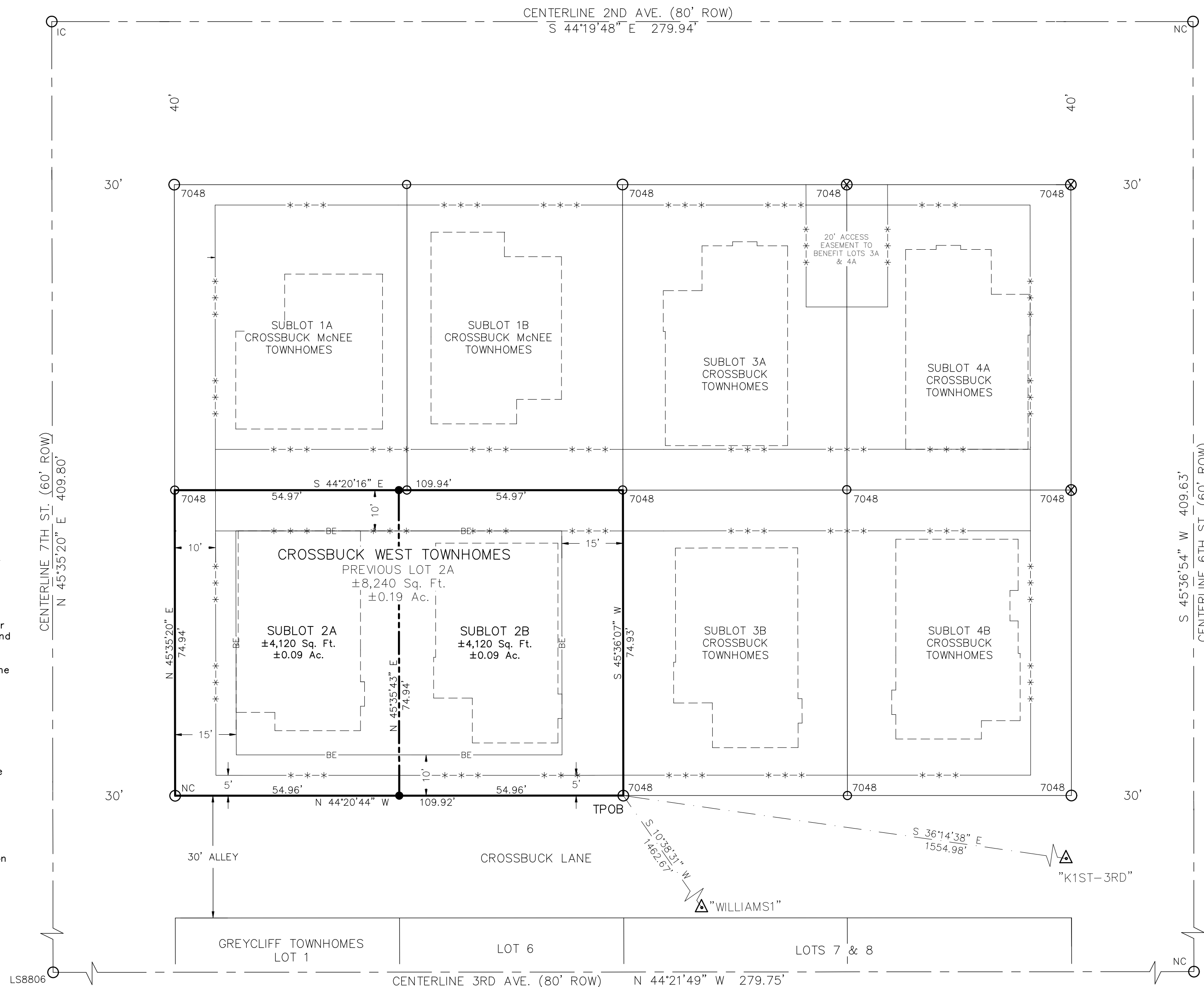
- Subject Boundary
- Sublot Line
- Adjoiner Lot Lines
- Centerline Street
- Public Utility Easement
- Building Envelope as Shown
- Building Footprint
- Blaine County GIS Control and Ties
- Found 1/2" Rebar as Shown
- Found 5/8" Rebar as Shown
- Set 1/2" Rebar, PLS 7048
- Found Survey Marker as Shown

### NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer.
- 2) Documents used or considered in this Plat are:
  - Inst. No. 195385 (Survey),
  - Inst. No. 304411-304414 (Municipal Quit Claim Deeds),
  - Inst. No. 657569 (Development Phasing Agreement),
  - Inst. No. 658996 (Plat),
  - Inst. No. 665603 Crossbuck Townhomes; Phase 1 (Plat),
  - Inst. No. 666964 Crossbuck Townhomes; Phase 2 (Plat),
  - Inst. No. 665790 (Alley Agreement),
  - Inst. No. 667284 Crossbuck Townhomes; Phase 3 (Plat),
  - All records of Blaine County, Idaho.
- 3) The total water system is private from point of connection with the main on 7th street. Owner and all successors in interest are responsible for the installation, maintenance, repair and other costs associated with the private water main serving Lots 1A-4A and Sublots 3A, 3B, 4A and 4B, in accordance with the Construction Phasing Agreement recorded in Blaine County Records as Instrument Number 657569.
- 4) The sewer main and manholes are public from the starting manhole continuous to the 7th Street manhole.
- 5) Sublots 2A and 2B shall have mutual reciprocal utility easements for installation, maintenance, and repair of existing and future, public and private utilities.
- 6) Declaration Establishing Covenants, Conditions and Restrictions for the Crossbuck Townhomes are Recorded in Blaine County as Inst. No. 665602.
- 7) This Plat is subject to "Alley Maintenance Agreement \_\_\_\_\_", recorded as Instrument No. \_\_\_\_\_, records of Blaine County, Idaho.
- 8) This Plat is subject to "Right-of-Way Encroachment Agreement \_\_\_\_\_", recorded as Instrument No. \_\_\_\_\_, records of Blaine County, Idaho.

### SURVEYOR NARRATIVE

The purpose of this Plat is to is to replat Lot 2A, Block 67, Ketchum Townsite, as Townhouse Sublots as shown hereon. Found and Set Monuments during the Boundary Retracement of Lot 1A, are shown hereon and all Found Monuments of Record were accepted.



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

Date \_\_\_\_\_ South Central Public Health District, EHS

**CERTIFICATE OF OWNERSHIP**

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

A parcel of land located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum Blaine County, Idaho; more particularly described as follows:

Lot 2A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owner to hereby include said land in this plat, to be amended as shown hereon.

\_\_\_\_\_  
William Wyatt

\_\_\_\_\_  
Joan Wyatt

\_\_\_\_\_  
Brad DuFur

\_\_\_\_\_  
Cyndi Dufur, as Tenants in Common

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said State, personally appeared William Wyatt and Joan Wyatt as Tenants in Common, known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Notary Public in an for said State

\_\_\_\_\_  
Residing At

\_\_\_\_\_  
My Commission Expires

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said State, personally appeared Brad DuFur and Cyndi DuFur, as Tenants in Common, known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Notary Public in an for said State

\_\_\_\_\_  
Residing At

\_\_\_\_\_  
My Commission Expires

**SURVEYOR'S CERTIFICATE**

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this Plat of Crossbuck West Townhomes, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



**PROJECT ENGINEER'S CERTIFICATE**

I, the undersigned Project Engineer for Crossbuck West Townhomes, do hereby certify that the subdivision is in accordance with the City of Ketchum subdivision standards on this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Alex Nelson, PLS 19275  
Alpine Enterprises Inc.

**COUNTY SURVEYOR'S APPROVAL**

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

\_\_\_\_\_  
Sam Young, PLS 11577  
County Surveyor

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_ 2023, this plat was duly accepted and approved.

\_\_\_\_\_  
Trent Donat, City Clerk,  
City of Ketchum

**CITY ENGINEER'S CERTIFICATE**

I, the undersigned, City Engineer for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Robbin Mattison, City Engineer,  
City of Ketchum

**CITY PLANNER'S CERTIFICATE**

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approved this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
City Planner

**COUNTY TREASURER'S APPROVAL**

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Crossbuck West Townhomes, have been paid in full on this \_\_\_\_ day of \_\_\_\_\_ 2023. This Certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO  
COUNTY OF BLAINE

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

\_\_\_\_\_  
Ex-officio Recorder

# Attachment 5

Draft

Findings of Fact, Conclusions of  
Law, and Decision



**City of Ketchum  
Planning & Building**

IN RE: )  
)  
Crossbuck West Townhomes ) KETCHUM CITY COUNCIL  
Townhouse Subdivision Final Plat ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
) DECISION  
)  
Date: October 16, 2023 )  
)  
File Number: P23-021 )

**PROJECT:** Crossbuck West Townhomes

**APPLICATION TYPE:** Townhouse Subdivision Final Plat

**FILE NUMBER:** P23-021

**ASSOCIATED APPLICATIONS:** Design Review P21-048, Townhouse Subdivision Preliminary Plat P21-049, Building Permit B21-086, Building Permit B21-106, Crossbuck West Phased Townhouse Subdivision Agreement 22833, ROW Encroachment Agreement 24888, Grant of License and Alley Maintenance Agreement 24889

**ARCHITECT:** Bruce Smith, PLS, Alpine Enterprises Inc.

**OWNER:** Brad & Cyndi Dufur and William & Joan Wyatt

**LOCATION:** 240 W 7<sup>th</sup> Street (Crossbuck West Townhomes: Sublot 2A) and 640 Crossbuck Lane (Crossbuck West Townhomes: Sublot 2B)

**ZONING:** General Residential Low Density (GR-L)

**OVERLAY:** None

**RECORD OF PROCEEDINGS**

The Planning and Building Department received the Crossbuck West Townhouse Subdivision Final Plat application on March 30, 2023. Following receipt of the complete application, staff routed the application materials to all city departments for review. City department comments were provided to the applicant on July 27, 2023. As of the date of these findings, all city department comments have been resolved or addressed through conditions of approval. The Ketchum City Council conducted their final consideration of the Townhouse Subdivision Final Plat application during their meeting on

October 16, 2023. After considering staff's analysis and the application materials, the City Council approved the final plat application.

### **BACKGROUND**

The applicant is requesting Final Plat approval for the Crossbuck West Townhomes located at the southeast corner of 7<sup>th</sup> Street and Crossbuck Lane (the "subject property") within the General Residential Low Density (GR-L) Zoning District. The Townhouse Subdivision Final Plat application proposes to subdivide an existing 8,240-square-foot lot (Ketchum Townsite: Block 67: Lot 2A) into two townhouse sublots. Sublots 2A and 2B are each 4,120 square feet in size.

The Planning and Zoning Commission considered the Crossbuck West Townhomes Design Review (Application File No. P21-048) and Townhouse Subdivision Preliminary Plat (Application File No. P21-049) applications during their regular meeting on July 27, 2021 and a special meeting on July 30, 2021. The development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. The Commission unanimously approved the Crossbuck West Townhomes Design Review (Application File No. P21-048) and unanimously recommended approval of the Townhouse Subdivision Preliminary Plat (Application File No. P21-049) to the Ketchum City Council. The City Council considered and approved the Preliminary Plat application on September 7, 2021. The city issued Building Permit B21-086 for the detached townhome unit on subplot 2B on January 11, 2022 and issued Building B21-106 for the detached townhome unit subplot 2A on January 10, 2022.

Following approval of the preliminary plat, the Planning and Building Department received an application for a phased development agreement to permit the final plat to be filed with the city for approval following issuance of a certificate of occupancy for the first townhouse unit, rather than requiring a certificate of occupancy for both units prior to approval of a final plat. The Planning and Zoning Commission recommended approval of the phased development agreement at their March 8, 2023 meeting. The City Council approved the Crossbuck West Phased Development Agreement 22833 on April 3, 2023. Phased Development Agreement 22833 includes maintenance responsibilities, a construction and completion schedule, and process requirements for filing of the townhouse final plat.

All improvements specified in the construction and completion schedule of Phased Development Agreement 22833 are complete to the satisfaction of city departments. Pursuant to section 3 of Phased Development Agreement 22833, "The City agrees to accept and process a townhouse final plat application, for both sublots, for approval by City Council provided a Certificate of Occupancy been issued for the first townhouse unit on Lot 2A should Owners comply with all above recitals." The construction is complete for both detached units and all improvements have been inspected and approved by city departments. The only outstanding action item prior to issuance of certificate of occupancy for each detached townhome unit is review and approval of the Right-of-Way Encroachment Agreement for the driveway pavers that encroach within the Block 67 alleyway. Given that all required improvements are complete to the satisfaction of city departments, the Planning

and Building Department agreed to process the final plat application with the condition that the ROW Encroachment Agreement be reviewed and approved by City Council and fully executed prior to recording the final plat. The Right-of-Way Encroachment Agreement was prepared for review and approval by the City Council and considered concurrently with the Final Plat application.

Pursuant to condition no. 4 of Townhouse Subdivision Preliminary Plat Application File No. P21-048 and section 1A.3 of Phased Development Agreement 22833, the owners and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the Block 67 alleyway, also known as Crossbuck Lane. Pursuant to section 1A.3 of Phased Development Agreement 22833, “A separate Alley Maintenance Agreement must be approved by the City Council concurrent with the Townhouse Final Plat. The Alley Maintenance Agreement must be recorded prior to or in conjunction with recording of the Townhouse Final Plat and shall be referenced by note on the Townhouse Final Plat.”

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the city. The standards for certain improvements (Ketchum Municipal Code §16.04.040) are not applicable to this project as this application proposes to subdivide an existing lot within a residential subdivision into 2 townhouse sublots. As conditioned, the request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations. The Townhouse Subdivision does not change the residential use or alter the development as reviewed and approved through Design Review (Application File No. P21-048), Townhouse Subdivision Preliminary Plat (Application File No. P21-049), and Building Permit (Application File Nos. B21-086 & B21-106).

**FINDINGS OF FACT**

The Ketchum City Council having reviewed the project record does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

**FINDINGS REGARDING COMPLIANCE WITH FINAL PLAT SUBDIVISION REQUIREMENTS**

Final Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
			<i>Findings</i>	<i>The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS Control “Williams1” and “K1st-3<sup>rd</sup>” as shown on sheet 1 of the Final Plat.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>Findings</i>	<i>The location and description of monuments are provided on Sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Findings</i>	<i>The lot lines of parent Lot 2A, subplot 2A, and subplot 2B are shown on the final plat map. The areas of the parent lot and each subplot area indicated on sheet 1 of the Final Plat—the total area of Lot 2A is 8,240 square feet and each subplot is 4,120 square feet. The final plat shows the 80-foot-wide 2<sup>nd</sup> Avenue right-of-way, the 60-foot-wide 7<sup>th</sup> Street right-of-way, and the 30-foot-wide alley right-of-way. The property is not located within the floodplain, floodway, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Findings</i>	<i>The subject property is adjacent to three different townhome developments. Crossbuck McNee Sublots 1A and 1B and Crossbuck Sublots 3A, 3B, 4A, and 4B are indicated on sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right-of-way width of each street and other public rights-of-way.
			<i>Findings</i>	<i>The final plat shows the 80-foot-wide 2nd Avenue right-of-way, the 60-foot-wide 7th Street right-of-way, and the 30-foot-wide alley right-of-way.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>Findings</i>	<i>The 10-foot-wide and 5-foot-wide public utility easements are indicated on the sheet 1 of the final plat. In addition, plat note 5 states, “Sublots 2A and 2B shall have mutual reciprocal utility easements for installation, maintenance, and repair of existing and future, public and private utilities.”</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.



			<i>Findings</i>	<i>This townhouse subdivision will subdivide an existing lot within a residential subdivision into two townhouse sublots. No new blocks are created with the townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>Findings</i>	<i>N/A as no dedications have been required or proposed for this townhouse subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>Findings</i>	<i>The title of the final plat as shown on Sheet 1 includes all required information—A PLAT SHOWING CROSSBUCK WEST TOWNHOMES WHEREIN LOT 2A, BLOCK 67, KETCHUM TOWNSITE, IS REPLATTED AS TOWNHOUSE SUBLOTS, AS SHOWN HEREON LOCATED WITHIN S13, T.4 B., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	<i>The scale, north arrow, and date are included on sheet 1 of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
			<i>Findings</i>	<i>All existing streets, including 7<sup>th</sup> Street, 2<sup>nd</sup> Avenue, and the block 67 alleyway are indicated on the final plat map. No additional streets are being created or dedicated.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Findings</i>	<i>Plat Note 6 references the Covenants, Conditions, and Restrictions for the Crossbuck Townhomes recorded as Instrument Number 665602.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>Findings</i>	<i>Sheet 2 of the final plat includes the required Surveyor's Certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.

			<i>Findings</i>	<i>A title report issued by TitleOne Corporation dated 01/04/202 was used to prepare the final plat map and submitted with the final plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	<b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>
			<i>Findings</i>	<i>Sheet 2 of the Final Plat includes a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	<b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.</b>
			<i>Findings</i>	<i>Sheet 2 of the Final Plat includes the required Project Engineer's Certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	<b>Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.</b>
			<i>Findings</i>	<i>Sheet 2 of the Final Plat includes the City Engineer's Certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	<b>Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.</b>
			<i>Findings</i>	<i>Sheet 2 of the Final Plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>
			<i>Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during their review of the lot consolidation preliminary plat application.</i>

**FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS**

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

			<i>Findings</i>	<i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-048, Townhouse Subdivision Preliminary Plat Application File No. P21-049, and Building Permit Applications File Nos. B21-086 &amp; B21-106. All improvements have been inspected by city departments and completed to their satisfaction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.B</b>	<b>Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</b>
			<i>Findings</i>	<i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-048, Townhouse Subdivision Preliminary Plat Application File No. P21-049, and Building Permit Applications File Nos. B21-086 &amp; B21-106. All improvements have been inspected by city departments and completed to their satisfaction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.C</b>	<b>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</b>
			<i>Findings</i>	<i>City departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed approved all required improvements through Design Review Application File No. P21-048, Townhouse Subdivision</i>

				<i>Preliminary Plat Application File No. P21-049, and Building Permit Applications File Nos. B21-086 &amp; B21-106.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	<p><b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	<i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-048, Townhouse Subdivision Preliminary Plat Application File No. P21-049, and Building Permit Applications File Nos. B21-086 &amp; B21-106. All improvements have been inspected by city departments and completed to their satisfaction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p><b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Findings</i>	<i>The final plat indicates two monuments, both of which have been verified by the subdivider's surveyor and City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of</li> </ol>

			<p>twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ol style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> <li>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> </ol> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<p><i>Findings</i></p>	<p><i>Standard 1 has been met. Parent Lot 2A has a width of 110 feet, which exceed the 80-foot-average lot width required in the GR-L Zone. The total area of the parent lot is 8,240 square feet, which is 240 square feet greater than the minimum lot size required in the GR-L Zone. Both detached townhomes comply with required setbacks in the GR-L Zone. Standards 4, 5, and 6 have been met. Standard 2 is not applicable as the</i></p>

				<i>subject property is not located in the floodplain and does not contain hillsides with 25% or greater slope.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Findings</i>	<i>This townhouse subdivision application does not create a new block. This requirement is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</li> </ol>

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|  |  |  | <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> |
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			<p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p><i>Findings</i></p> <p><i>The project plans Design Review Application File No. P21-048, Townhouse Subdivision Preliminary Plat Application File No. P21-049, and Building Permit Applications File Nos. B21-086 &amp; B21-106 show the right-of-way improvements proposed for the project. All improvements have been inspected by city departments, including the City Engineer and Streets Department, and completed to their satisfaction.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.I</b></p> <p><b>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be</b></p>



				prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			<i>Findings</i>	<i>The project proposes alley improvements, including grading and resurfacing the alley with asphalt. These improvements were shown on the project plans submitted with Design Review Application File No. P21-048, Townhouse Subdivision Preliminary Plat Application File No. P21-049, and Building Permit Applications File Nos. B21-086 &amp; B21-106. All improvements have been inspected by city departments and completed to their satisfaction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> <li>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</li> <li>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</li> <li>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</li> <li>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</li> <li>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless</li> </ol>

				<p>same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	<i>The Final Plat shows the 10-foot-wide and 5-foot-wide public utility easements on the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P21-048, Townhouse Subdivision Preliminary Plat Application File No. P21-049, and Building Permit Applications File Nos. B21-086 &amp; B21-106 show the proposed sewer improvements for the project. All improvements have been inspected by city departments and completed to their satisfaction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating</p>

				bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P21-048, Townhouse Subdivision Preliminary Plat Application File No. P21-049, and Building Permit Applications File Nos. B21-086 &amp; B21-106 show the proposed water system improvements for the project. All improvements have been inspected by city departments and completed to their satisfaction</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.

			<p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ul>
		<p><i>Findings</i></p>	<p><i>The project plans submitted with Design Review Application File No. P21-048, Townhouse Subdivision Preliminary Plat Application File No. P21-049, and Building Permit Applications File Nos. B21-086 &amp; B21-106 show the proposed grading improvements for the project. All improvements have been inspected by city departments and completed to their satisfaction</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P21-048, Townhouse Subdivision Preliminary Plat Application File No. P21-049, and Building Permit Applications File Nos. B21-086 &amp; B21-106 show the proposed drainage improvements for the project. All improvements have been inspected by city departments and completed to their satisfaction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P21-048, Townhouse Subdivision Preliminary Plat Application File No. P21-049, and Building Permit Applications File Nos. B21-086 &amp; B21-106 show the proposed utilities improvements for the project. All improvements have been inspected by city departments and completed to their satisfaction</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			<i>Findings</i>	<i>The proposed townhouse development does not create substantial additional traffic; therefore, no off-site improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<p><b>Avalanche And Mountain Overlay:</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant</p>

				to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Findings</i>	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>N/A. NO existing natural features that would have enhanced the attractiveness of townhome subdivision were present on the parent lot. The project's new landscaping will beautify the townhome development.</i>

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Townhouse Subdivision Final Plat application for the development and use of the project site.
2. The City Council has the authority to review and approve the applicant’s Townhouse Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Townhouse Subdivision Final Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
4. The Crossbuck West Townhomes Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the Ketchum City Council **approves** this Townhouse Subdivision Final Plat Application File No. P23-021 this Monday, October 16, 2023 subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

1. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.

2. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to Ketchum Municipal Code §16.04.030.J, including certificates and signatures.
3. The final plat shall be filed with the Blaine County Recorder within one (1) year after final plat approval by the City Council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.
4. The Crossbuck West Final Plat is subject to all conditions of approval associated with Design Review Application File No. P21-048, Townhouse Subdivision Preliminary Plat Application File No. P21-049, and Phased Development Agreement 22833.
5. The Alley Maintenance Agreement must be recorded prior to or in conjunction with recording the Townhouse Final Plat and the associated instrument number shall be added to plat note no. 7 on the Final Plat mylar.
6. The Right-of-Way Encroachment Agreement must be recorded prior to or in conjunction with recording the Townhouse Final Plat and the associated instrument number shall be added to plat note no. 8 on the Final Plat mylar.

Findings of Fact **adopted** this 16 day of October 2023.

---

Neil Bradshaw, Mayor  
City of Ketchum



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date: 10/16/23 Staff Member/Dept: Adam Crutcher, Associate Planner  
Planning and Building Department

Agenda Item: Recommendation to review and approve Right-of-Way Encroachment Agreement #24887 for the installation of a paver driveway in the public right-of-way at 402 Sage Road.

**Recommended Motion:**

I move to approve Right-of-Way Encroachment Agreement #24887 for the installation of a paver driveway in the public right-of-way at 402 Sage Road.

**Reasons for Recommendation:**

- The 402 Sage Road Mountain Overlay Design Review application (File No. P22-070) was approved by the Planning and Zoning Commission on July 11, 2023.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- Snowmelt is not proposed within the right-of-way
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060

**Policy Analysis and Background (non-consent items only):**

**Sustainability Impact:**

None OR state impact here: None

**Financial Impact:**

None OR Adequate funds exist in account: None

**Attachments:**



1. Application and Supporting Materials
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2. Right-of-Way Encroachment Agreement
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City of Ketchum

E13-023

<b>OFFICIAL USE ONLY</b>
Date Received: 9.8.23
By: JMcCall
Permit Fee: \$1521
Date Paid: 9.8.23

B23-143  
B23-144

### RIGHT-OF-WAY ENCROACHMENT PERMIT APPLICATION

Property Owner: SAGE MOUNTAINSIDE LLC.  
 Owner Mailing Address: PO BOX 3250, KETCHUM, ID 83340  
 Project Contact: ALEX NELSON, PE, ALPINE ENTERPRISES INC.  
 Contact Email: ALEXNELSON@ALPINEENTERPRISESINC.COM  
 Contact Phone Number: (208) 727-1988 (WORK), (208) 720-7982 (CELL)  
 Property Street Address: 402 SAGE ROAD, UNITS A + B

Encroachment(s) in Right-of-Way (be specific as possible): TWO 18' WIDE NON-HEATED CONCRETE PAVED DRIVEWAYS WITH 10' RADIUS APPROACH APRONS. 8' WIDE GRAVEL SHOULDER ALONG SAGE ROAD ROW.

Name or Description of Right-of-Way Affected: SAGE ROAD, 402 SAGE ROAD UNITS A + B, LIVING SPRINGS TOWNHOMES

Width of Right-of-Way: SAGE ROAD ROW = 50'

Dimensions of Right-of-Way Encroachment(s): SUBLOT 1: DRIVEWAY = 18' WIDE X 23' LONG / SUBLOT 2: DRIVEWAY = 18' <sup>WIDE</sup> LONG X 24.5' LONG

Attach diagram identifying streets and/or alleys, total width of right-of-way, dimensions of right-of-way encroachment, types(s) of encroachment and visual aids sufficient to show the impacts of the encroachment.

Owner's Signature [Signature] Date: 11/3/2022  
 REPRESENTATIVE'S ALEX NELSON, PE  
ALPINE ENTERPRISES INC.

Administrative Use Only

Date Received: \_\_\_\_\_ Date of Council Meeting: \_\_\_\_\_  
 Council Meeting Date: \_\_\_\_\_  
 Action Taken by Council: \_\_\_\_\_  
 Date approved: \_\_\_\_\_ Date Denied: \_\_\_\_\_



**CITY OF KETCHUM**  
 P.O. Box 2315  
 Ketchum ID 83340  
 Phone: (208) 726-3841  
 Fax: (208) 727-5070

**INVOICE**

Date	Number	Page
09/06/2023	7173	1

**Bill To:** Sage Mountainside LLC  
 400 & 402 Sage Rd  
 Ketchum ID 83340

**Customer No.** 1990  
**Project:** PO Box 3250  
**Terms:** Due Upon Receipt  
**Invoice Due Date:** 09/06/2023

Quantity	Description	Unit Price	Net Amount
1	RIGHT OF WAY ENCROACHMENT AGREEMENT	150.00	150.00

Please remit payment via:  
<https://www.ketchumidaho.org/administration/page/online-payments>  
 OR  
 City of Ketchum  
 PO Box 2315  
 Ketchum, ID 83340

<b>Amount</b>	150.00
<b>Balance Due</b>	<u>150.00</u>

Receipt No: 99.115369

Sep 07, 2023

1990 Sage Mountainside  
400 & 402 Sage Rd  
PO Box 3250  
Ketchum ID 83340

Previous Balance: 150.00

ACCOUNTS RECEIVABLE - Online Payment 150.00

---

New Current Balance: .00

XBP - EFT'S Chk No: 204111111 150.00  
Total Applied: 150.00

---

Change Tendered: .00

09/18/23 09:18AM

**WHEN RECORDED, PLEASE RETURN TO:**

OFFICE OF THE CITY CLERK  
CITY OF KETCHUM  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340

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**RIGHT-OF-WAY ENCROACHMENT AGREEMENT #24887**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Sam & Jordan Jadallah, representing Sage Mountainside LLC, (collectively referred to as "Owner") whose mailing address is (PO Box 3250, Ketchum, ID 83340).

*RECITALS*

WHEREAS, Owner is the owner of real property located at (402 Sage Rd) and legally described as (Sublot 1 of Living Springs Townhome & Sublot 2 of Living Springs Townhome) ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of (driveway pavers). These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the street and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install (driveway pavers) identified in Exhibit "A" within the public right-of-way on (402 Sage Road), until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the street and landscaping that is altered due to the construction and installation of the improvements, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the

Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. Successors and Assigns - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

12. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

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

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

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

Attest: \_\_\_\_\_  
Trent Donat, City Clerk

STATE OF \_\_\_\_\_, )  
County of \_\_\_\_\_, ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_, )  
County of \_\_\_\_\_, ) ss.

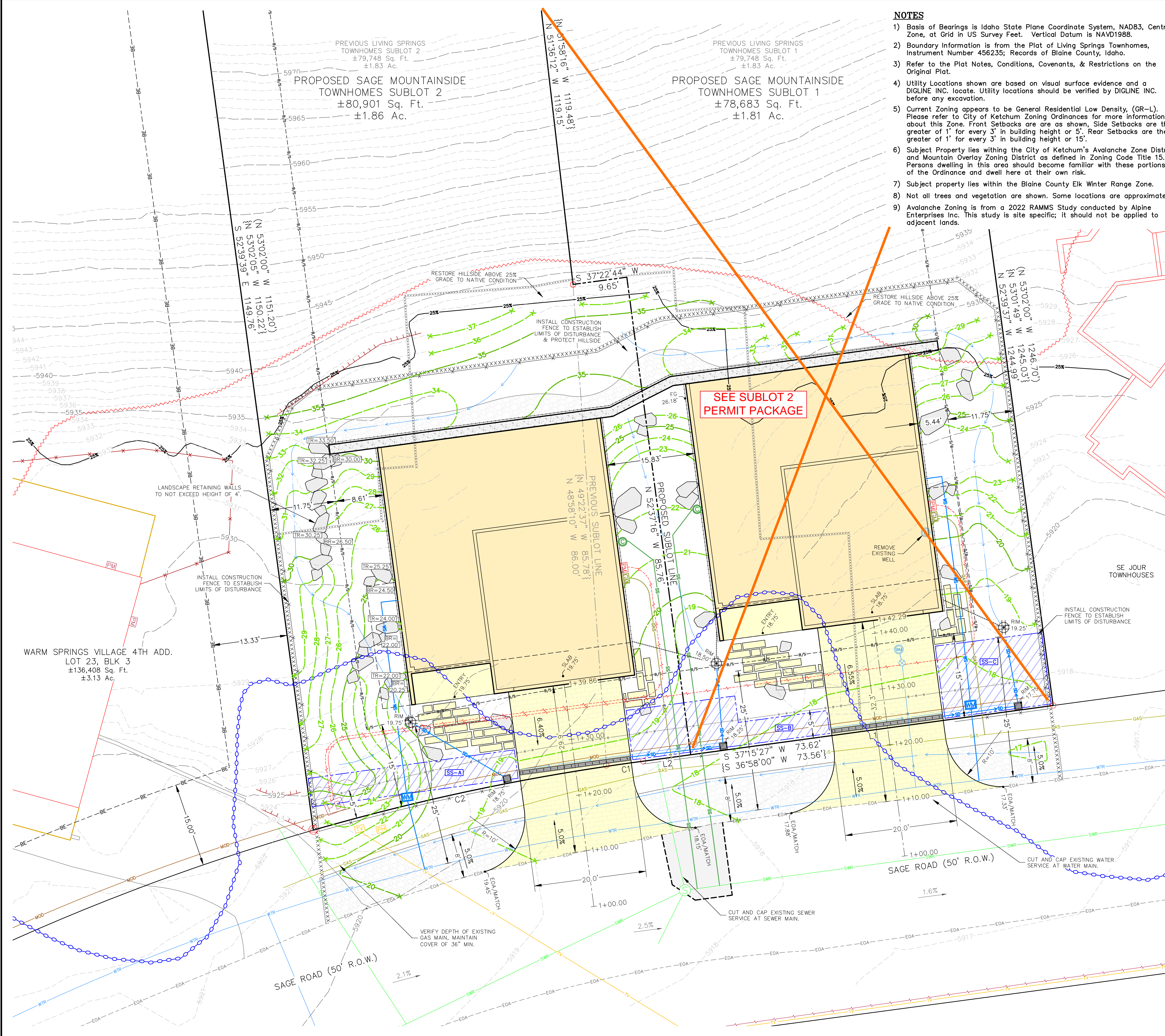
On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

# Exhibit A





- NOTES**
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
  - 2) Boundary Information is from the Plat of Living Springs Townhomes, Instrument Number 456235; Records of Blaine County, Idaho.
  - 3) Refer to the Plat Notes, Conditions, Covenants, & Restrictions on the Original Plat.
  - 4) Utility Locations shown are based on visual surface evidence and a DIGLINE INC. locate. Utility locations should be verified by DIGLINE INC. before any excavation.
  - 5) Current Zoning appears to be General Residential Low Density, (GR-L). Please refer to City of Ketchum Zoning Ordinances for more information about this Zone. Front Setbacks are as shown, Side Setbacks are the greater of 1' for every 3' in building height or 5'. Rear Setbacks are the greater of 1' for every 3' in building height or 15'.
  - 6) Subject Property lies within the City of Ketchum's Avalanche Zone District and Mountain Overlay Zoning District as defined in Zoning Code Title 15. Persons dwelling in this area should become familiar with these portions of the Ordinance and dwell here at their own risk.
  - 7) Subject property lies within the Blaine County Elk Winter Range Zone.
  - 8) Not all trees and vegetation are shown. Some locations are approximate.
  - 9) Avalanche Zoning is from a 2022 RAMMS Study conducted by Alpine Enterprises Inc. This study is site specific; it should not be applied to adjacent lands.

- LEGEND**
- Subject Boundary
  - Existing/Proposed Sublot Line
  - Previous Sublot Line
  - Adjainers Boundary
  - Existing Edge of Asphalt Roadway
  - Existing Building Setback (See Note 5)
  - Existing 5' Public Utility Easement
  - Mountain Overlay District (City of Ketchum)
  - 25% Slope Line (Alpine 2022)
  - Existing 5' Major Contour Line (Alpine 2022)
  - Existing 1' Minor Contour Line (Alpine 2022)
  - Proposed 5' Major Contour
  - Proposed 1' Minor Contour
  - Proposed Drainage Flowline
  - Proposed 6" Dia. PVC Storm Drain Pipe
  - Proposed L.O.D. with Silt Fence (Construction)
  - Proposed L.O.D. (Demolition)
  - Proposed 4" Dia. Footing Drain Pipe
  - Proposed 4" Dia. Roof Drain Pipe
  - Existing Wooden Fence
  - Existing Retaining Wall
  - Existing Overhead Power
  - Proposed Underground Power
  - Existing Water Main
  - Existing Water Service
  - Proposed Water Service (C2.0, Detail 4)
  - Existing Sewer Main
  - Existing Sewer Service
  - Proposed Sewer Service (C2.0, Detail 4)
  - Existing CA/TV
  - Existing Gas Main
  - Proposed Gas Service
  - Red Avalanche Hazard Zone (Alpine 2022)
  - Blue Avalanche Hazard Zone (Alpine 2022)
  - Found 1/2" Rebar
  - Found Aluminum Cap
  - Set 1/2" Rebar, PLS 7048
  - Existing Power Pole
  - Existing Sewer Manhole
  - Proposed Sewer Cleanout
  - Existing Water Meter
  - Existing Water Valve
  - Existing Well
  - Proposed Water Meter (C2.0, Detail 1)
  - Proposed Sewer Cleanout
  - Existing Phone Box
  - Existing CA/TV Box
  - Existing Power Box
  - Proposed Power Meter
  - Proposed Gas Meter
  - Existing Road Grade
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  - FG Finish Grade
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  - TR Top of Retainage Elevation
  - BR Bottom of Retainage Elevation

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	404.52'	6.60'	6.60'	S 36°58'27" W
(C1)	404.52'	(6.63')	(6.63')	(S 36°29'50" W)
C2	404.52'	53.44'	53.40'	S 32°43'21" W
(C2)	404.52'	(53.37')	(53.33')	(N 32°14'53" E)

LINE	LENGTH	BEARING
L1	65.09'	S 37°15'27" W
L2	8.53'	S 37°15'27" W

**GRAPHIC SCALE**

( IN FEET )  
1 inch = 8 ft.

**PROFESSIONAL ENGINEER**  
ALEX NELSON

**REVISIONS**

NO	DATE	BY
1	14AUG23	AHN

**BUILDING PERMIT SUBMITTAL**

**C1.0**

PROJECT PATH AND PRINT DATE U:\LD3\214\_L22B3WSV4\_CS\_214\_SageMountainsideTHMS\_CivilROW2023\_Revise.dwg 08/14/2023 9:35:29 PM MST

A SITE GRADING, R.O.W. ENCROACHMENT, & UTILITY PLAN SHOWING  
SAGE MOUNTAINSSIDE TOWNHOMES  
WITHIN S11 & S14, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR SAGE MOUNTAINSSIDE LLC.

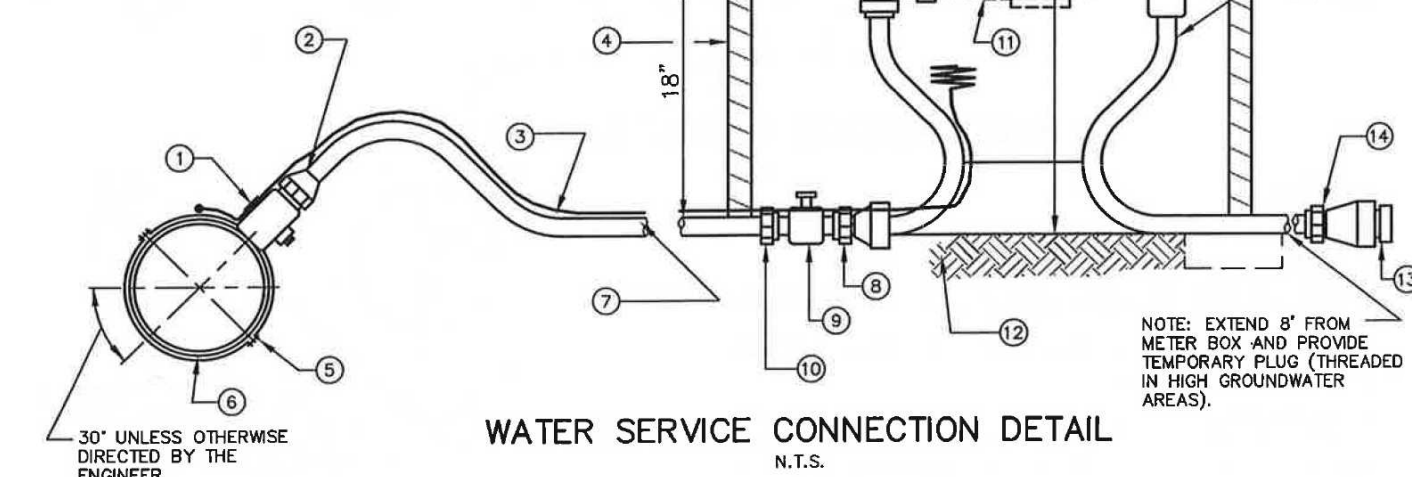
Alpine Enterprises Inc.  
Surveying, Mapping, Civil Engineering,  
and Natural Hazards Consulting  
660 Bell Dr., Unit 1  
P.O. Box 2037, Ketchum, ID 83340 USA  
(208) 722-1988  
email: admin@alpineenterprisesinc.com

**GENERAL CONSTRUCTION NOTES**

- Utility Locations shown are based on Digline locates and visual surface evidence. They are approximate. Contractor shall be responsible for locating existing utilities prior to commencing and during construction.
- See the Building Plan from Connect Homes and the Landscape Plan from NS Consulting for the remainder of the design.
- Contractor shall assure positive drainage away from the building and driveway.
- Contractor shall be responsible for dust control during construction of all items hereon. Dust control shall be continuous during construction, 24 hours per day 7 days per week. The contractor shall follow the requirements of the Storm Water Pollution Prevention Program at all times until permanent erosion control is established.
- The Trench Drain shall be a 6" wide HDPE channel with a 0.75 built in channel slope (Zurn Flo-Thru Model Z886 or equivalent). Grate shall be ductile iron with a slotted pattern. All components shall be rated for H-20 loading.
- All construction shall be in accordance with the most current edition of the Idaho Standards for Public Works Construction, ISPMC, and the City of Ketchum, Idaho, Codes and Standards. The contractor shall be responsible for obtaining and keeping a copy of the ISPMC and the City of Ketchum Codes and Standards on site during construction.
- Per Idaho Code, 55-1613, the contractor shall retain and protect all monuments, accessories to corners, benchmarks, and points set in control surveys. All monuments, accessories to corners, benchmarks, and points set in control surveys that are lost or disturbed by construction shall be reestablished and re-monumented, at the expense of the agency or person causing their loss or disturbance under the direction of a professional land surveyor.
- The contractor shall clean up the site after construction so that it is in a condition equal to or better than that which existed prior to construction.
- The contractor shall be required to obtain all the necessary permits prior to construction and shall check with the City of Ketchum for permits the owner may have already obtained.
- Potable/non-potable crossings shall comply with ISPMC Standard Drawing SD-407 and IDAPA section 58.01.08.542.07.
- Sewer service lines shall be placed at a slope of 2%, with markers per ISPMC. Cleanouts are required at changes in alignment, grade, and minimum 150' length.
- All pipe shall be bedded with (ISPMC) Type I bedding material.
- Trenches shall be backfilled and compacted to a minimum of 95% of maximum density as determined by AASHTO T-99.
- The contractor shall pressure test all sewer service connections in accordance with Idaho Standards for Public Works Construction, ISPMC.
- All clearing and grubbing shall conform to ISPMC Section 201 and City of Ketchum standards of excavation and backfill.
- All excavation and embankment shall conform to ISPMC Section 202 and City of Ketchum standards for excavation and backfill. Excavated subgrade shall be compacted and all unsuitable Sections removed and replaced with structural fill as determined by the engineer per ISPMC Section 204. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- All 2" minus aggregate shall be placed in conformance with ISPMC Section 802. It shall be compacted per ISPMC Section 202 and the City of Ketchum standards. 2" minus crushed aggregate material shall conform to ISPMC Section 802 Type II and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- All 3/4" minus aggregate shall be placed in conformance with ISPMC Section 802. It shall be compacted per ISPMC Section 202 and the City of Ketchum standards. 3/4" minus crushed aggregate for leveling course shall conform to ISPMC Table 802 Type I and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- All asphaltic concrete pavement work shall conform to ISPMC Section(s) 805, 810, and 811 for Class II pavement and to the City of Ketchum standards. Asphalt aggregate shall be 1/2" nominal size conforming to Table 803b in ISPMC Section 803. Asphalt binder shall be pg 58-28 conforming to Table A-1 in ISPMC Section 805.
- All concrete work shall conform to ISPMC Sections 701 and 703. All concrete shall be 3,000 psi minimum. 28 day, as defined in ISPMC Section 703, Table 1.C.
- All edges of existing asphalt paving shall be saw cut a minimum of 24" to provide a clean pavement edge for matching. No wheel cutting shall be allowed. Pavement shall be cut prior to paving to prevent damage to the cut edge.
- Snow Storage based on 30% of the Improved Parking and Pedestrian Circulation Areas.  
 Driveways = 698 Sq. Ft.  
 Walkways = 292 Sq. Ft.  
 Total = 990 Sq. Ft.  
 30% of Total = 297 Sq. Ft.  
 Areas Designated:  
 SS-A: 5'x38' = 190 Sq. Ft.  
 SS-B: 19.5'x9' + 16'x4' = 240 Sq. Ft.  
 SS-C: 13'x19' = 247 Sq. Ft.  
 Area Designated Total = 677 Sq. Ft. of Snow Storage
- The contractor shall be responsible for providing traffic control per the current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD).
- Alpine Enterprises Inc. is not responsible for any deviation from these plans, unless such changes have been authorized in writing.
- All right-of-way improvements per sheet C1.0 must be completed prior to issuance of a temporary or final Certificate of Occupancy unless otherwise agreed upon in writing by the City.

**NOTES:**

- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS.
- NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED.
- SERVICE PIPE: ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE PIPE SIZE 7" CLASS 200 IN IRON PIPE SIZE (DRISCO PIPE 8600 ULTRA LINE) 3/4" OR 1".
- SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS, TYPE CC.
- NO SERVICE CONNECTIONS WITHIN ONE FOOT OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE THE ALONG CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF ONE FOOT.
- CENTER METER BOXES LOCATED IN CONCRETE DRIVEWAYS IN A 4' X 4' SQUARE OF CONCRETE, SEPARATED FROM THE REST OF THE DRIVEWAY CONCRETE BY EXPANSION JOINT MATERIAL. USE 30" TILE WITH CONCRETE GRADE RING, STANDARD MANHOLE RING AND LID MARKED "WATER".
- ELEVATION SET OF METER LID PER LOCAL REQUIREMENTS.

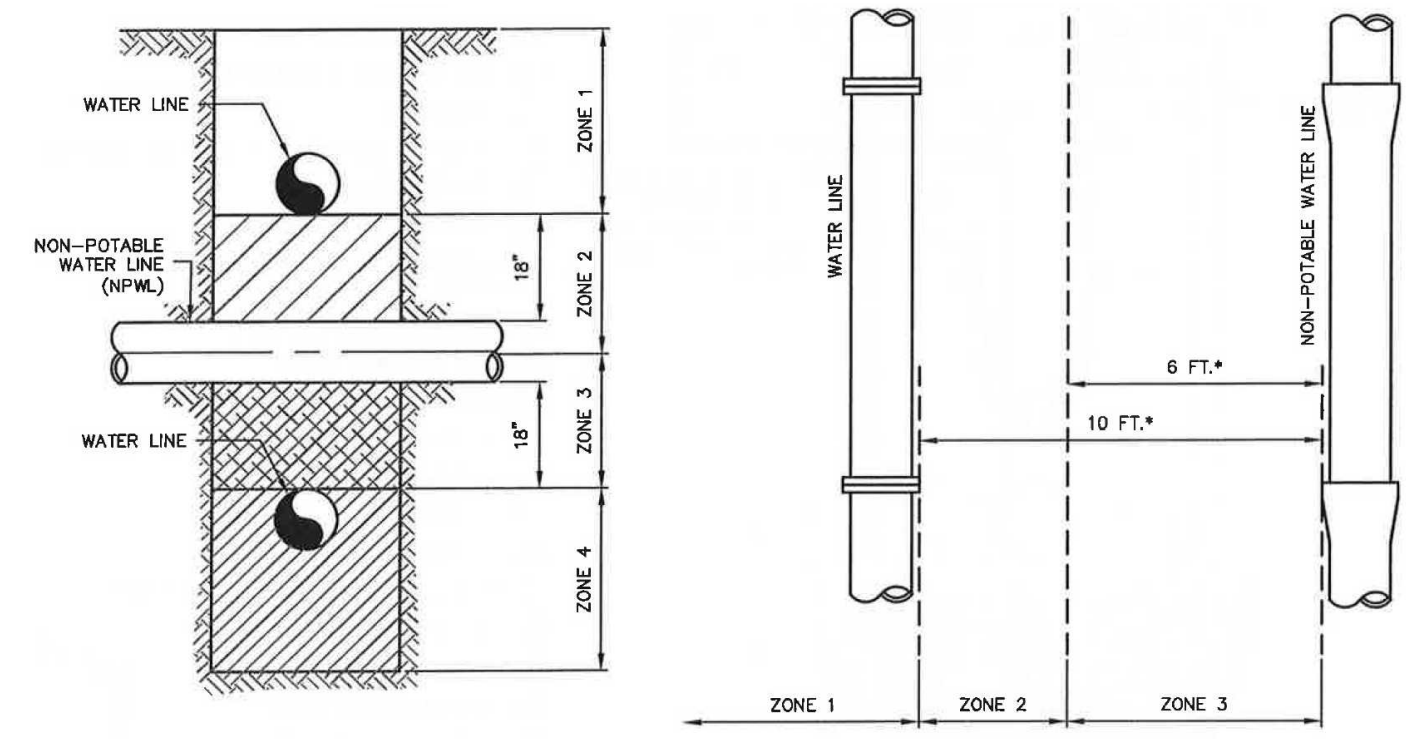


**WATER SERVICE CONNECTION DETAIL**  
N.T.S.

**LEGEND**

- FORD FIB-1101 OR MUELLER BALL CORPORATION STOP 3/4" OR 1".
- MUELLER H-15072.
- NO. 12 COPPER FINDER WIRE. SEE SD-514 FOR SPLICING.
- 20" DIA. X 42" DEEP METER BOX (NOTCH FOR SERVICE LINES).
- STAINLESS STEEL SADDLE.
- WATER MAIN.
- 3/4" OR 1" SERVICE LINE (TYP.) NO SPLICING IS ALLOWED.
- MALE SWIVEL END.
- FULL OPENING 3/4" OR 1" MUELLER 300 BALL OR FORD B-11333 BALL VALVE.
- CLUB STOP ADAPTER (FORD C-86 OR MUELLER H-15406 "STOP JOINT").
- FUTURE METER INSTALLED BY WATER PURVEYOR.
- FIN UNDISTURBED EARTH. (SET TILE ON 2" X 22" DIAMETER PRECAST CONCRETE BLOCK IF OVER EXCAVATION OCCURS).
- PROVIDE TEMPORARY PLUG (THREADED IN HIGH WATER AREAS).
- DOUBLE PURPOSE COUPLING.
- FORD VHM-92-18" YOKE WITH MALE CONNECTION AND EXTENDED END OR APPROVED EQUAL.
- FORD CARTRIDGE DUAL CHECK VALVE (VERTICAL).
- FORD BALL VALVE 18" (92.9334 SERIES OR MUELLER B24101-142) 3/4"-1" COPPERSETTER WITH PADLOCK WINGS AND EXTENDED END ON EACH.
- FORD TYPE X SINGLE LID COVERS NO. X43. 13 1/2" OPENING- 1/32" PENTAGONAL NUT.

**1 WATER SERVICE CONNECTION (3/4" - 1")**  
ISPMC - SD-401  
NOT TO SCALE



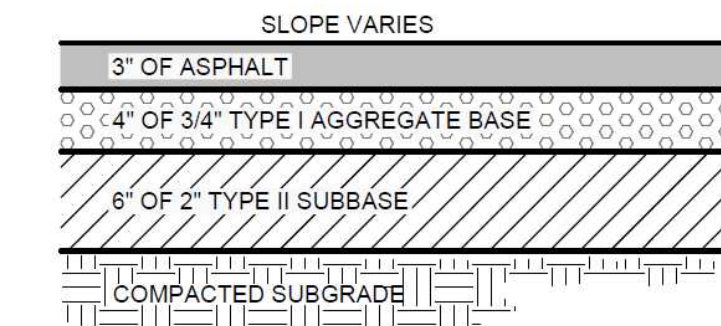
**VERTICAL SEPARATION REQUIREMENTS**

- ZONE 1: A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18" AND B) ONE FULL UNCLUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.
- ZONE 2: A) ONE FULL UNCLUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING. AND EITHER B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF CROSSING. OR C) EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH A SLEEVING MATERIAL ACCEPTABLE TO SDG FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.
- ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.
- ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

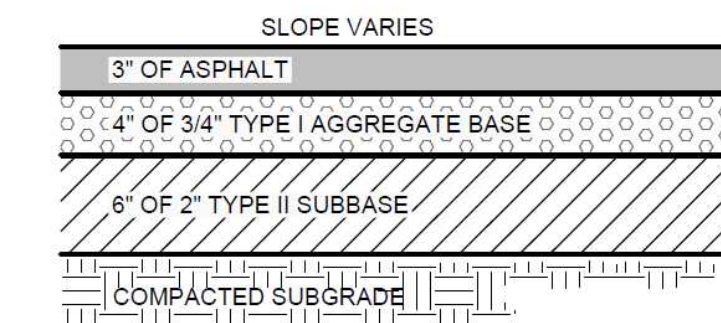
**HORIZONTAL SEPARATION REQUIREMENTS**

- ZONE 1: A) NO SPECIAL REQUIREMENTS.
- ZONE 2: A) NO SPECIAL REQUIREMENTS FOR POTABLE OR NON-POTABLE SERVICES. B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS. AND C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE NPWL. AND EITHER D) NPWL CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS. OR E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEG.
- ZONE 3: NOT ALLOWED WITHOUT DEG WAIVER.
- NOTE: SANITARY SEWER FORCE MAINS MUST HAVE MIN. 10" HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEG.

**3 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPERATION**  
ISPMC - SD-407  
NOT TO SCALE



**TYPICAL STREET ASPHALT SECTION**

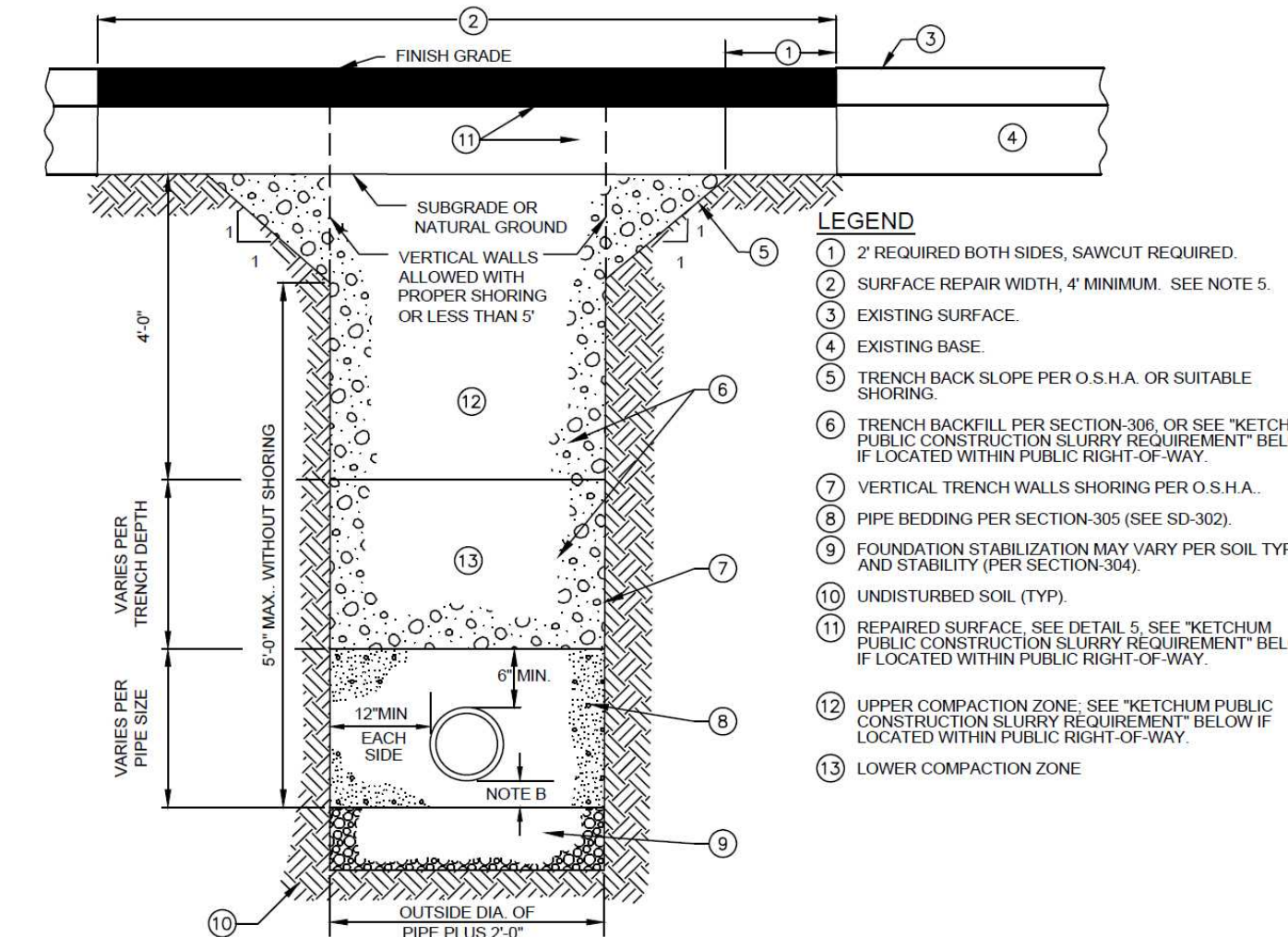


**TYPICAL ALLEY ASPHALT SECTION**

**NOTES:**

- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
- MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
- PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

**2 TYPICAL ROAD SECTIONS**  
CITY OF KETCHUM - SD-3  
NOT TO SCALE



**KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT**

IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

- COARSE AGGREGATE (6\"/>
  - SAND: 2,600 LBS
  - PORTLAND CEMENT: 94 LBS
  - WATER: 11 GAL. (MAX.)

WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

**NOTES:**

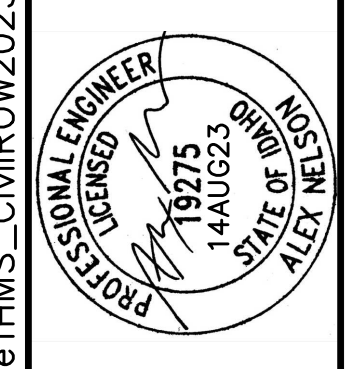
- TRENCH EXCAVATION PER SECTION 301.
- PIPE BEDDING PER SECTION 305.
- BACKFILL AND COMPACTION PER SECTION 306.
- SURFACE REPAIR AND BASE PER DETAIL 3.
- ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPMC SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
- IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.

**4 TYPICAL TRENCH**  
CITY OF KETCHUM - SD-12  
NOT TO SCALE

PROJECT PATH AND PRINT DATE U:\LD3\214\_L22B3WSV4\CS\_214\_SageMountainsideTHMS\_CivilROW2023\_Revise.dwg\_08/14/2023 9:35:29 PM MST

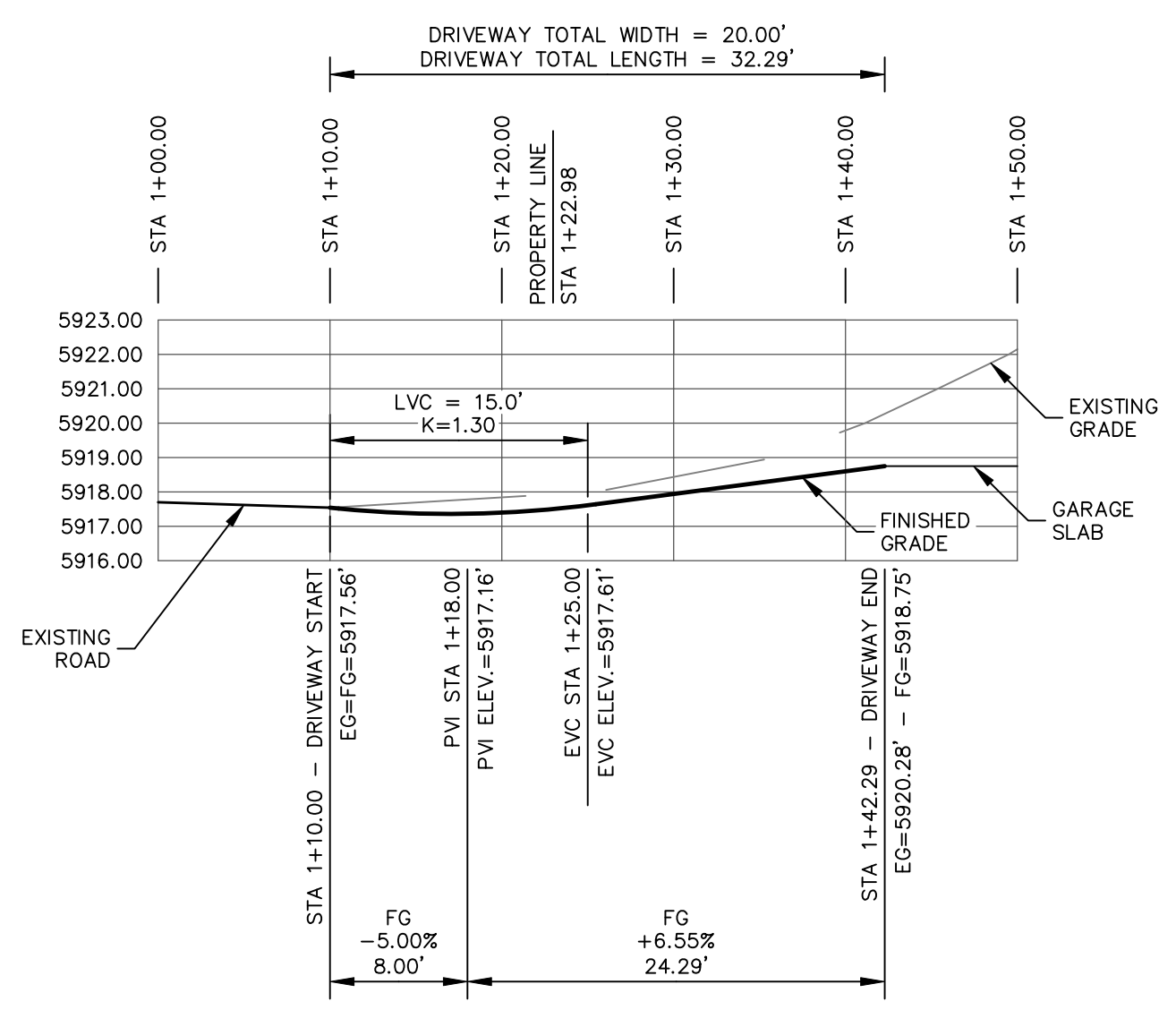
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 PREPARED FOR SAGE MOUNTAINSIDE LLC.

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 Ketchum, ID 83340 USA  
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 email: alpine@alpineenterprisesinc.com

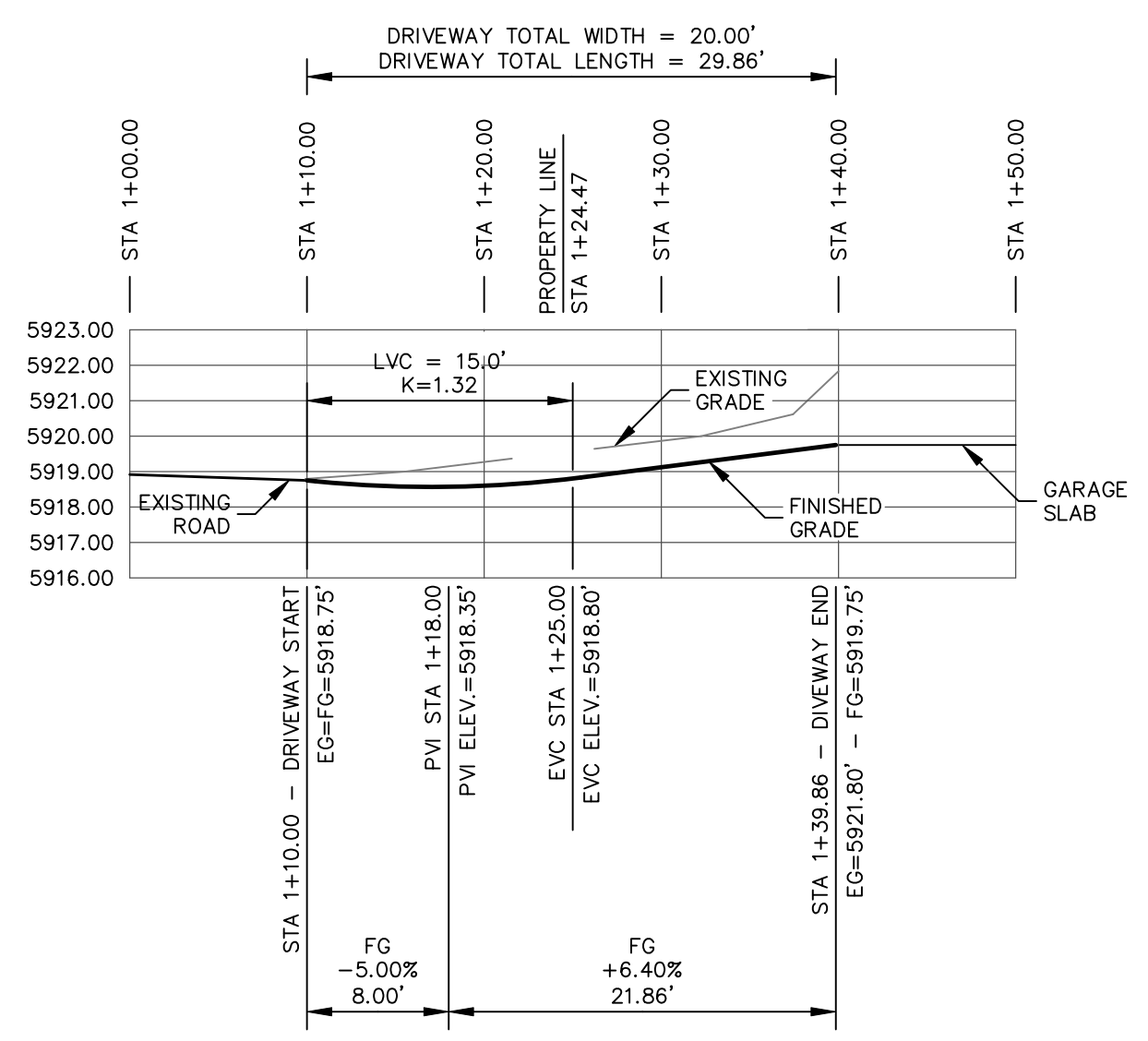


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1	14AUG23	AHN	BUILDING PERMIT SUBMITTAL

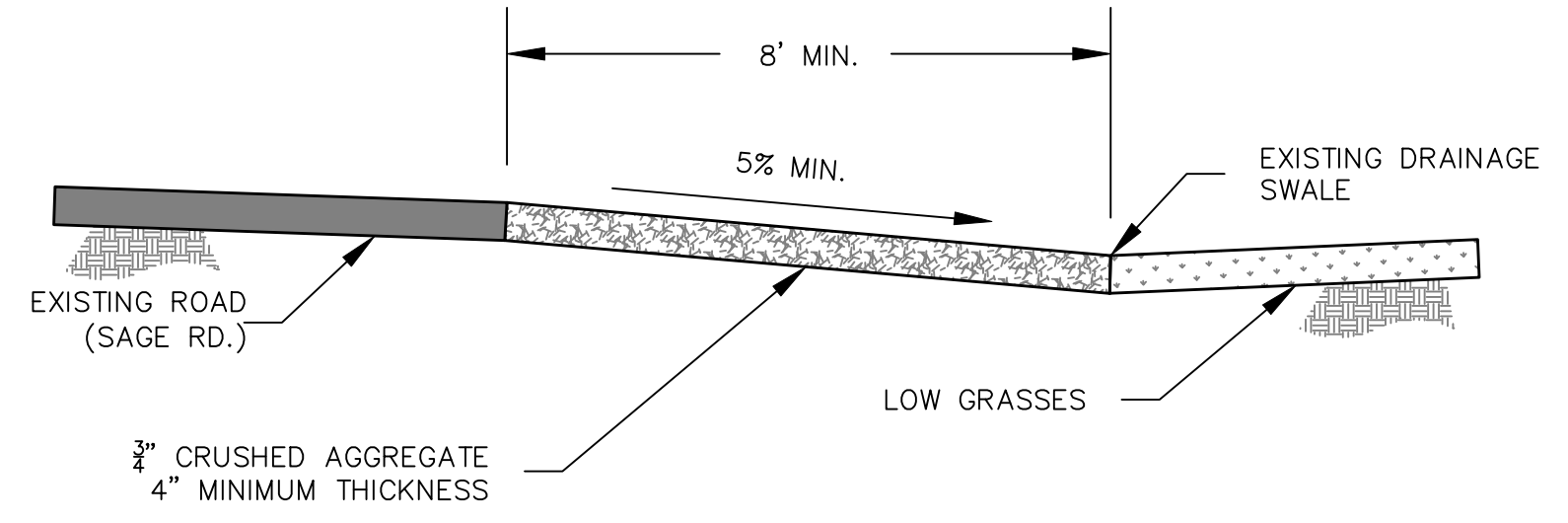
**C2.0**



5 DRIVEWAY PROFILE VIEW  
SUBLOT 1  
VERT: 1"=5'  
HORIZ: 1"=10'

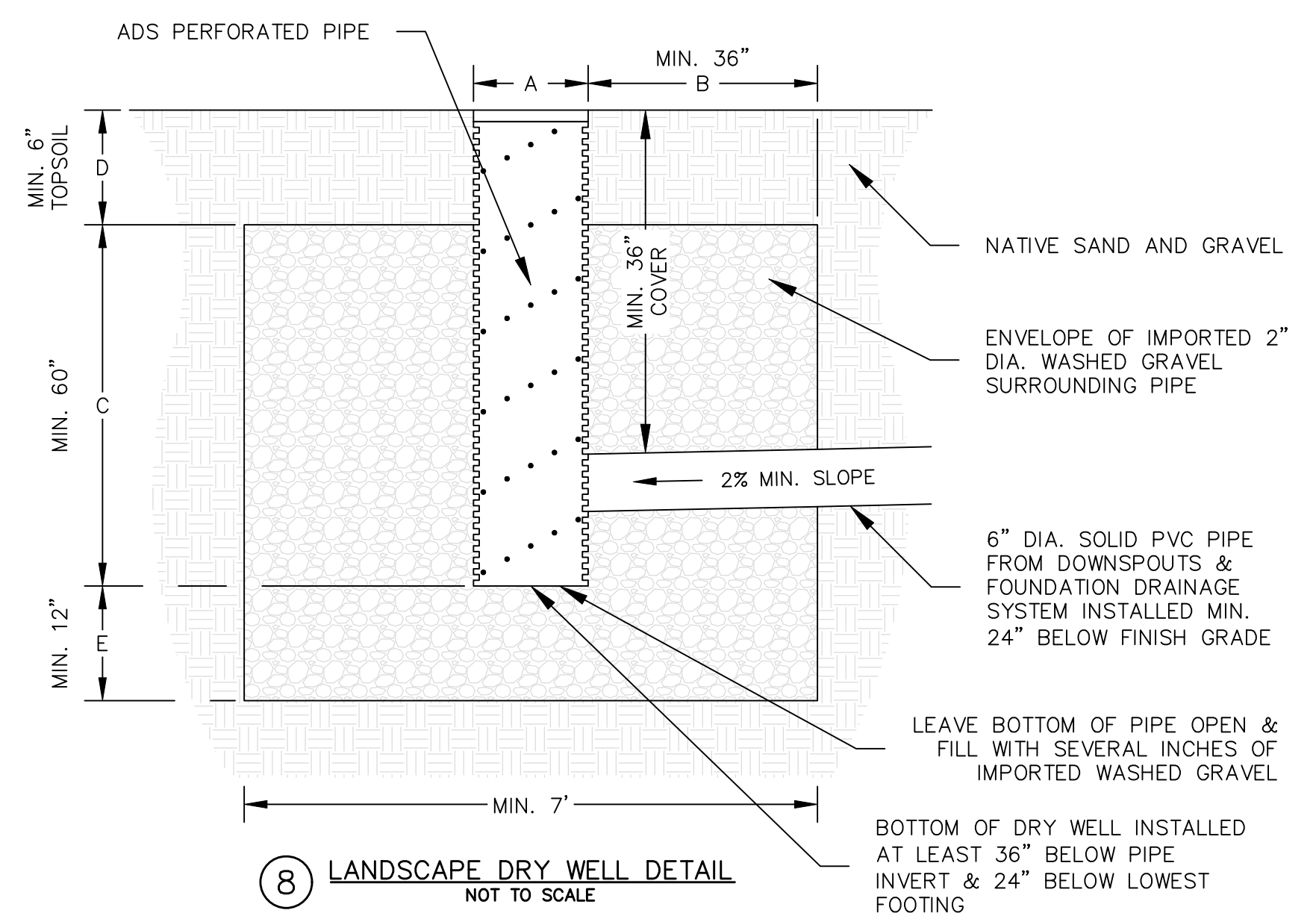


6 DRIVEWAY PROFILE VIEW  
SUBLOT 2  
VERT: 1"=5'  
HORIZ: 1"=10'

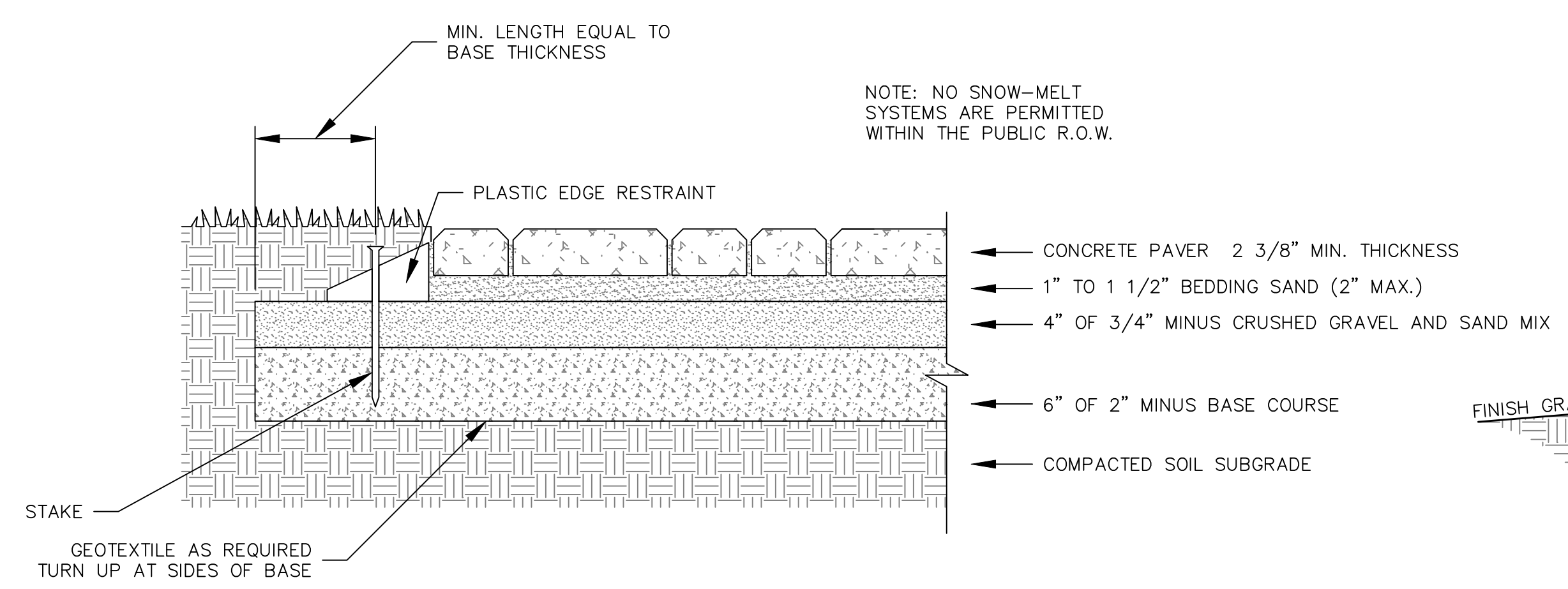


7 CROSS-SECTION: ROADSIDE SWALE  
R.O.W. SAGE ROAD  
NOT TO SCALE

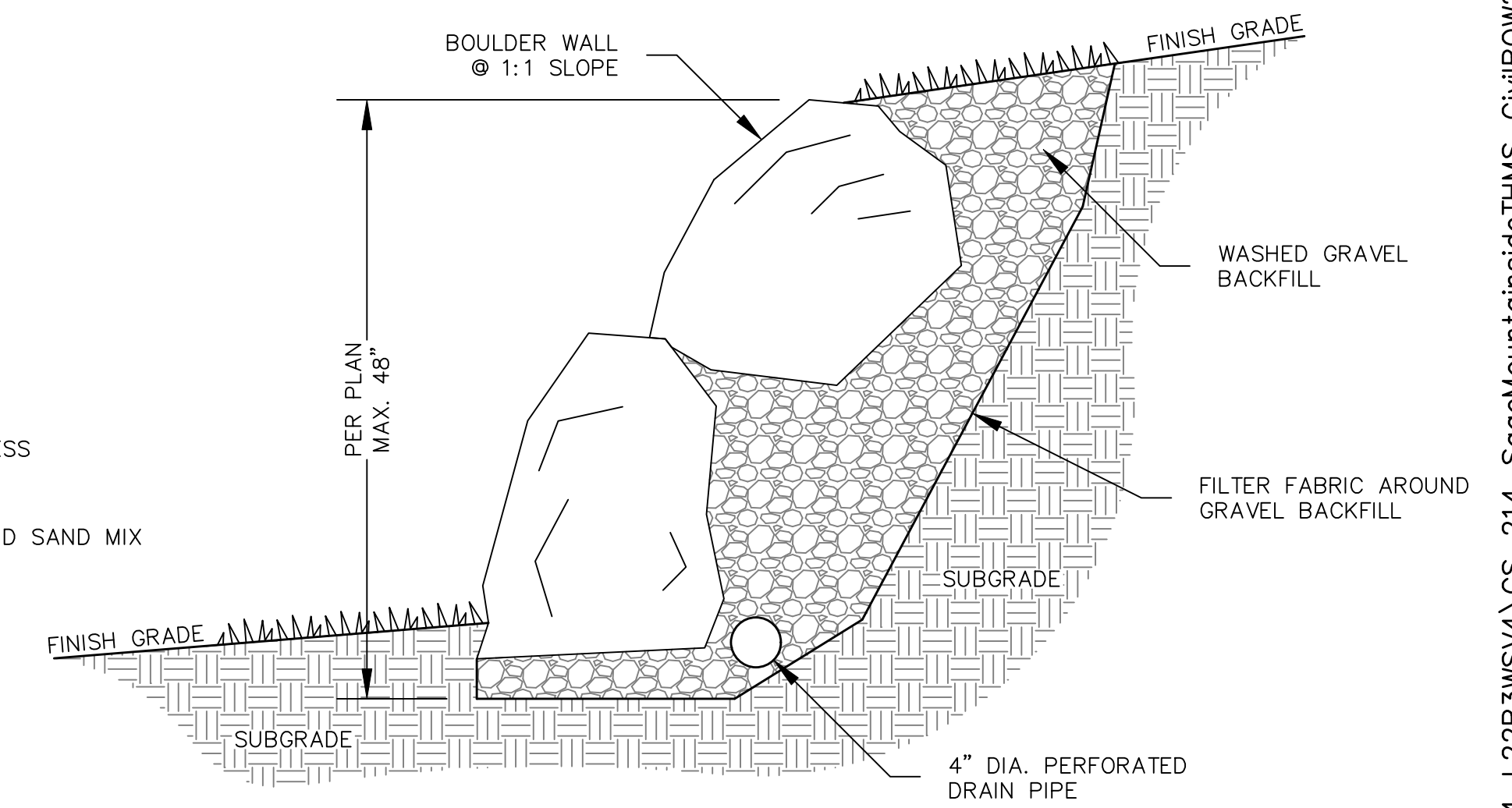
- NOTES**
- A) Material shall be pervious/permeable to allow drainage.
  - B) Surface must allow for vehicle parking and be consistent along the entire property frontage.
  - C) Material within the first eight (8) feet from edge of asphalt (Street) shall be distinct from driveway and rest of property in order to visually appear available for parking.
  - D) Grading and drainage improvements as required by City Engineer - Minimum 5% slope.
  - E) No obstructions, such as boulders or berms.
  - F) No buried irrigation systems within the first eight (8) feet the edge of asphalt (Street). Surface irrigation lines are permitted beyond the first eight (8) feet, however pop-up heads are not permitted anywhere in the ROW.
  - G) No live plant material within the first eight (8) feet from edge of asphalt (Street). Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species are preferred.
  - H) No snow-melt systems within Public R.O.W.



8 LANDSCAPE DRY WELL DETAIL  
NOT TO SCALE

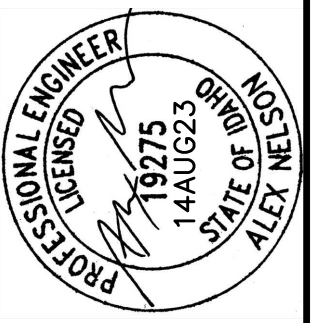


9 PAVER DRIVEWAY DETAIL  
NOT TO SCALE



10 BOULDER WALL  
NOT TO SCALE

PROJECT PATH AND PRINT DATE U:\LD3\214\_L22B3WSV4\CS\_214\_SageMountainsideTHMS\_CivilROW2023\_Revise.dwg 08/14/2023 9:35:29 PM MST

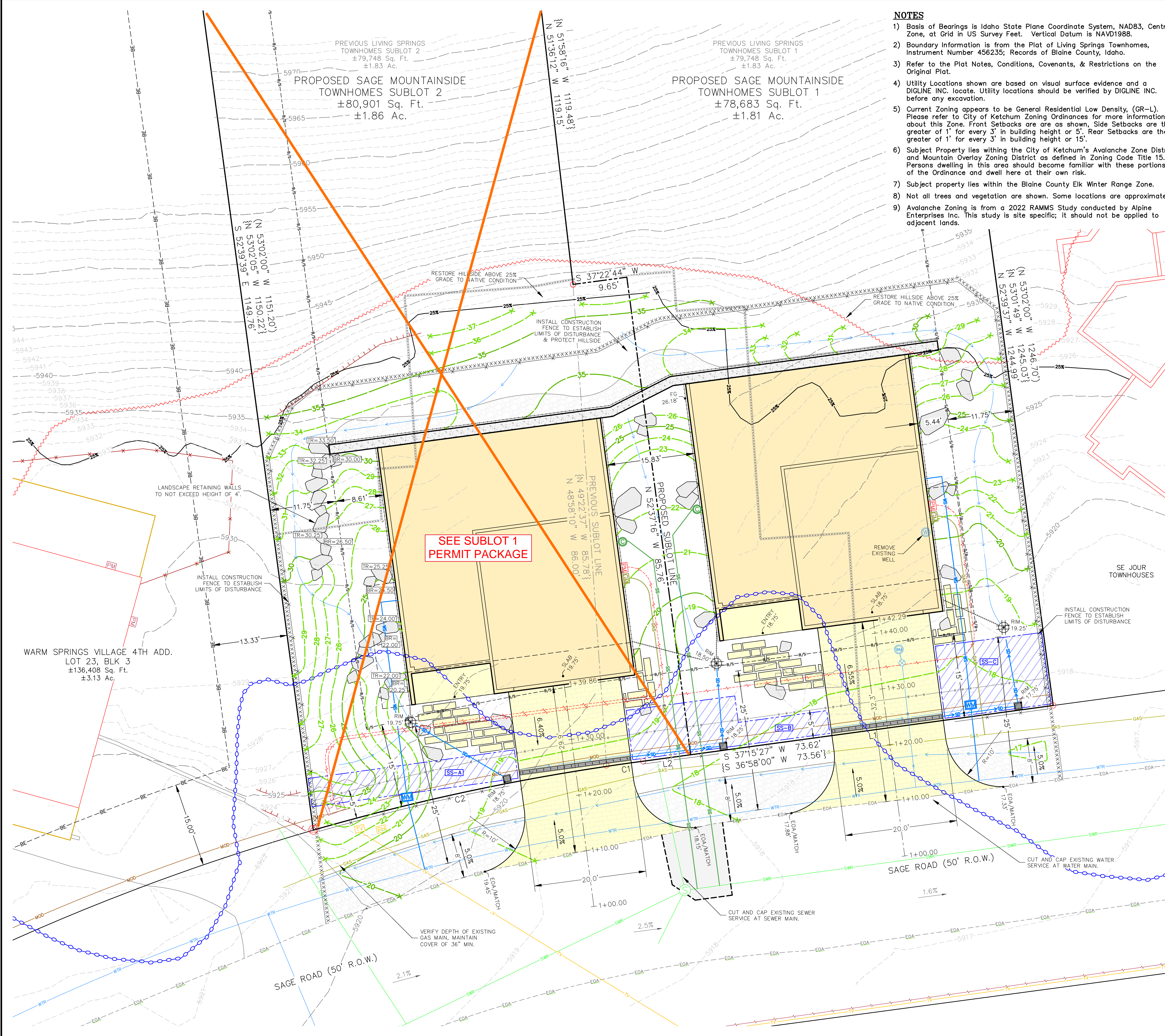


REVISIONS	NO	DATE	BY
BUILDING PERMIT SUBMITTAL	1	14AUG23	AHN
PHASE 1			

C3.0

A SITE GRADING, R.O.W. ENCROACHMENT, & UTILITY PLAN SHOWING  
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WITHIN S11 & S14, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
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email: bsmith@alpineenterprisesinc.com



- NOTES**
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
  - 2) Boundary Information is from the Plat of Living Springs Townhomes, Instrument Number 456235; Records of Blaine County, Idaho.
  - 3) Refer to the Plat Notes, Conditions, Covenants, & Restrictions on the Original Plat.
  - 4) Utility Locations shown are based on visual surface evidence and a DIGLINE INC. locate. Utility locations should be verified by DIGLINE INC. before any excavation.
  - 5) Current Zoning appears to be General Residential Low Density, (GR-L). Please refer to City of Ketchum Zoning Ordinances for more information about this Zone. Front Setbacks are as shown, Side Setbacks are the greater of 1' for every 3' in building height or 5'. Rear Setbacks are the greater of 1' for every 3' in building height or 15'.
  - 6) Subject Property lies within the City of Ketchum's Avalanche Zone District and Mountain Overlay Zoning District as defined in Zoning Code Title 15. Persons dwelling in this area should become familiar with these portions of the Ordinance and dwell here at their own risk.
  - 7) Subject property lies within the Blaine County Elk Winter Range Zone.
  - 8) Not all trees and vegetation are shown. Some locations are approximate.
  - 9) Avalanche Zoning is from a 2022 RAMMS Study conducted by Alpine Enterprises Inc. This study is site specific; it should not be applied to adjacent lands.

- LEGEND**
- Subject Boundary
  - Existing/Proposed Sublot Line
  - Previous Sublot Line
  - Adjainers Boundary
  - Existing Edge of Asphalt Roadway
  - Existing Building Setback (See Note 5)
  - Existing 5' Public Utility Easement
  - Mountain Overlay District (City of Ketchum)
  - 25% Slope Line (Alpine 2022)
  - Existing 5' Major Contour Line (Alpine 2022)
  - Existing 1' Minor Contour Line (Alpine 2022)
  - Proposed 5' Major Contour
  - Proposed 1' Minor Contour
  - Proposed Drainage Flowline
  - Proposed 6" Dia. PVC Storm Drain Pipe
  - Proposed L.O.D. with Silt Fence (Construction)
  - Proposed L.O.D. (Demolition)
  - Proposed 4" Dia. Footing Drain Pipe
  - Proposed 4" Dia. Roof Drain Pipe
  - Existing Wooden Fence
  - Existing Retaining Wall
  - Existing Overhead Power
  - Proposed Underground Power
  - Existing Water Main
  - Existing Water Service
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  - Existing Sewer Main
  - Existing Sewer Service
  - Proposed Sewer Service (C2.0, Detail 4)
  - Existing CA/TV
  - Existing Gas Main
  - Proposed Gas Service
  - Red Avalanche Hazard Zone (Alpine 2022)
  - Blue Avalanche Hazard Zone (Alpine 2022)
  - Found 1/2" Rebar
  - Found Aluminum Cap
  - Set 1/2" Rebar, PLS 7048
  - Existing Power Pole
  - Existing Sewer Manhole
  - Proposed Sewer Cleanout
  - Existing Water Meter
  - Existing Water Valve
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LINE	LENGTH	BEARING
L1	65.09'	S 37°15'27" W
L2	8.53'	S 37°15'27" W

**GRAPHIC SCALE**

( IN FEET )  
1 inch = 8 ft.

**PROFESSIONAL ENGINEER**  
ALEX NELSON

**REVISIONS**

NO	DATE	BY
1	14AUG23	AHN

**BUILDING PERMIT SUBMITTAL**

**C1.0**

PROJECT PATH AND PRINT DATE U:\LD3\214\_L22B3WSV4\_CS\_214\_SageMountainsideTHMS\_CivilROW2023\_Revise.dwg 08/14/2023 9:35:29 PM MST

A SITE GRADING, R.O.W. ENCROACHMENT, & UTILITY PLAN SHOWING  
SAGE MOUNTAINSIDES TOWNHOMES  
WITHIN S11 & S14, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR SAGE MOUNTAINSIDES LLC.

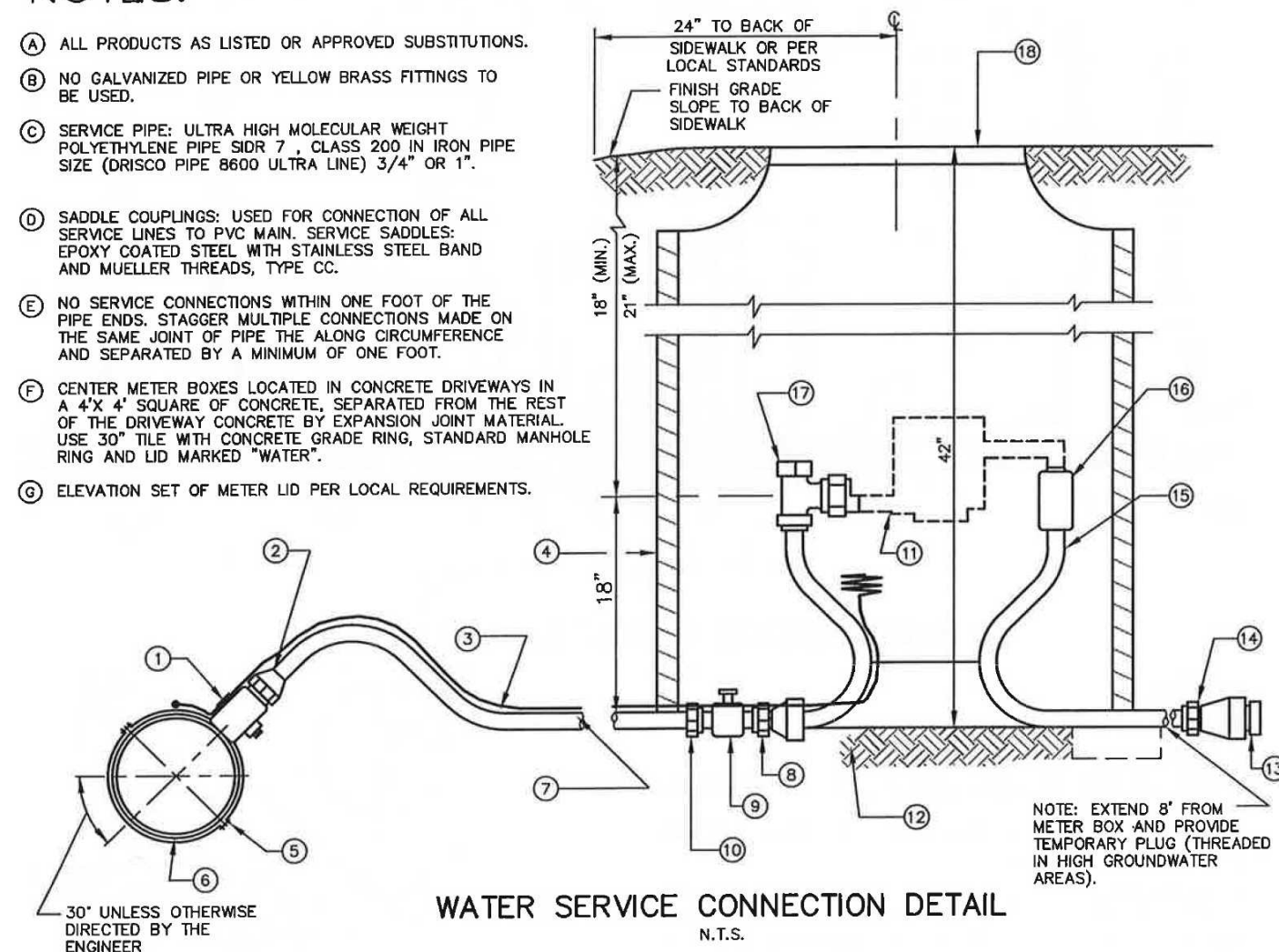
Alpine Enterprises Inc.  
Surveying, Mapping, Civil Engineering,  
and Natural Hazards Consulting  
660 Bell Dr., Unit 1  
P.O. Box 2037, Ketchum, ID 83340 USA  
(208) 722-1988  
email: admin@alpineenterprisesinc.com

**GENERAL CONSTRUCTION NOTES**

- Utility Locations shown are based on Digline locates and visual surface evidence. They are approximate. Contractor shall be responsible for locating existing utilities prior to commencing and during construction.
- See the Building Plan from Connect Homes and the Landscape Plan from NS Consulting for the remainder of the design.
- Contractor shall assure positive drainage away from the building and driveway.
- Contractor shall be responsible for dust control during construction of all items hereon. Dust control shall be continuous during construction, 24 hours per day 7 days per week. The contractor shall follow the requirements of the Storm Water Pollution Prevention Program at all times until permanent erosion control is established.
- The Trench Drain shall be a 6" wide HDPE channel with a 0.75 built in channel slope (Zurn Flo-Thru Model Z886 or equivalent). Grate shall be ductile iron with a slotted pattern. All components shall be rated for H-20 loading.
- All construction shall be in accordance with the most current edition of the Idaho Standards for Public Works Construction, ISPMC, and the City of Ketchum, Idaho, Codes and Standards. The contractor shall be responsible for obtaining and keeping a copy of the ISPMC and the City of Ketchum Codes and Standards on site during construction.
- Per Idaho Code, 55-1613, the contractor shall retain and protect all monuments, accessories to corners, benchmarks, and points set in control surveys. All monuments, accessories to corners, benchmarks, and points set in control surveys that are lost or disturbed by construction shall be reestablished and re-monumented, at the expense of the agency or person causing their loss or disturbance under the direction of a professional land surveyor.
- The contractor shall clean up the site after construction so that it is in a condition equal to or better than that which existed prior to construction.
- The contractor shall be required to obtain all the necessary permits prior to construction and shall check with the City of Ketchum for permits the owner may have already obtained.
- Potable/non-potable crossings shall comply with ISPMC Standard Drawing SD-407 and IDAPA section 58.01.08.542.07.
- Sewer service lines shall be placed at a slope of 2%, with markers per ISPMC. Cleanouts are required at changes in alignment, grade, and minimum 150' length.
- All pipe shall be bedded with (ISPMC) Type I bedding material.
- Trenches shall be backfilled and compacted to a minimum of 95% of maximum density as determined by AASHTO T-99.
- The contractor shall pressure test all sewer service connections in accordance with Idaho Standards for Public Works Construction, ISPMC.
- All clearing and grubbing shall conform to ISPMC Section 201 and City of Ketchum standards of excavation and backfill.
- All excavation and embankment shall conform to ISPMC Section 202 and City of Ketchum standards for excavation and backfill. Excavated subgrade shall be compacted and all unsuitable Sections removed and replaced with structural fill as determined by the engineer per ISPMC Section 204. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- All 2" minus aggregate shall be placed in conformance with ISPMC Section 802. It shall be compacted per ISPMC Section 202 and the City of Ketchum standards. 2" minus crushed aggregate material shall conform to ISPMC Section 802 Type II and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- All 3/4" minus aggregate shall be placed in conformance with ISPMC Section 802. It shall be compacted per ISPMC Section 202 and the City of Ketchum standards. 3/4" minus crushed aggregate for leveling course shall conform to ISPMC Table 802 Type I and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- All asphaltic concrete pavement work shall conform to ISPMC Section(s) 805, 810, and 811 for Class II pavement and to the City of Ketchum standards. Asphalt aggregate shall be 1/2" nominal size conforming to Table 803b in ISPMC Section 803. Asphalt binder shall be pg 58-28 conforming to Table A-1 in ISPMC Section 805.
- All concrete work shall conform to ISPMC Sections 701 and 703. All concrete shall be 3,000 psi minimum. 28 day, as defined in ISPMC Section 703, Table 1.C.
- All edges of existing asphalt paving shall be saw cut a minimum of 24" to provide a clean pavement edge for matching. No wheel cutting shall be allowed. Pavement shall be cut prior to paving to prevent damage to the cut edge.
- Snow Storage based on 30% of the Improved Parking and Pedestrian Circulation Areas.  
 Driveways = 698 Sq. Ft.  
 Walkways = 292 Sq. Ft.  
 Total = 990 Sq. Ft.  
 30% of Total = 297 Sq. Ft.  
 Areas Designated:  
 SS-A: 5'x38' = 190 Sq. Ft.  
 SS-B: 19.5'x9' + 16'x4' = 240 Sq. Ft.  
 SS-C: 13'x19' = 247 Sq. Ft.  
 Area Designated Total = 677 Sq. Ft. of Snow Storage
- The contractor shall be responsible for providing traffic control per the current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD).
- Alpine Enterprises Inc. is not responsible for any deviation from these plans, unless such changes have been authorized in writing.
- All right-of-way improvements per sheet C1.0 must be completed prior to issuance of a temporary or final Certificate of Occupancy unless otherwise agreed upon in writing by the City.

**NOTES:**

- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS.
- NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED.
- SERVICE PIPE: ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE PIPE SIZE 7. CLASS 200 IN IRON PIPE SIZE (DRISCO PIPE 8600 ULTRA LINE) 3/4" OR 1".
- SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS, TYPE CC.
- NO SERVICE CONNECTIONS WITHIN ONE FOOT OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE THE ALONG CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF ONE FOOT.
- CENTER METER BOXES LOCATED IN CONCRETE DRIVEWAYS IN A 4' X 4' SQUARE OF CONCRETE, SEPARATED FROM THE REST OF THE DRIVEWAY CONCRETE BY EXPANSION JOINT MATERIAL. USE 30" TILE WITH CONCRETE GRADE RING, STANDARD MANHOLE RING AND LID MARKED "WATER".
- ELEVATION SET OF METER LID PER LOCAL REQUIREMENTS.

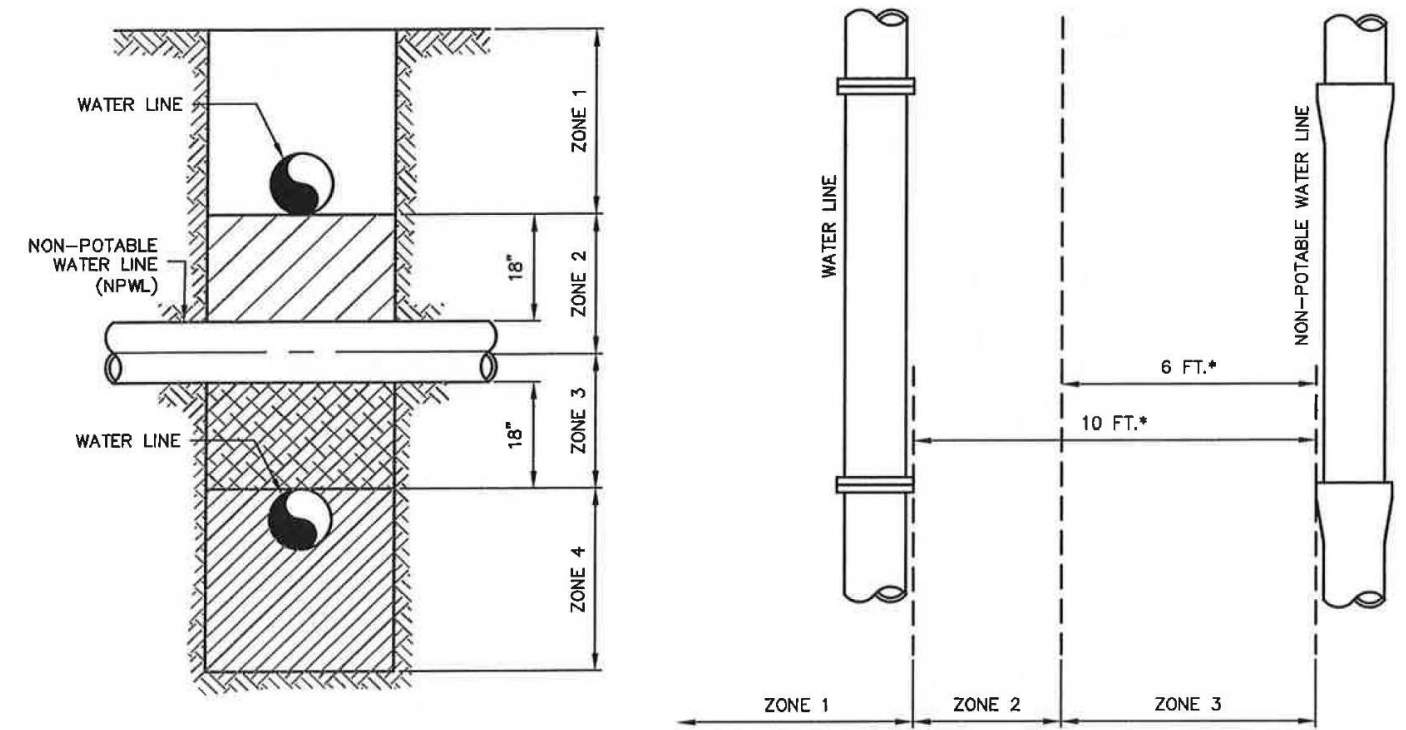


**WATER SERVICE CONNECTION DETAIL**  
N.T.S.

**LEGEND**

- FORD FB-1101 OR MUELLER BALL CORPORATION STOP 3/4" OR 1".
- MUELLER H-15072.
- NO. 12 COPPER FINDER WIRE. SEE SD-514 FOR SPLICING.
- 20" DIA. X 42" DEEP METER BOX (NOTCH FOR SERVICE LINES).
- STAINLESS STEEL SADDLE.
- WATER MAIN.
- 3/4" OR 1" SERVICE LINE (TYP.) NO SPLICING IS ALLOWED.
- MALE SWIVEL END.
- FULL OPENING 3/4" OR 1" MUELLER 300 BALL OR FORD B-11333 BALL VALVE.
- CURB STOP ADAPTER (FORD C-86 OR MUELLER H-15426 "TRIP JOINT").
- FUTURE METER INSTALLED BY WATER PURVEYOR.
- FIN UNDISTURBED EARTH. (SET TILE ON 2" X 22" DIAMETER PRECAST CONCRETE BLOCK IF OVER EXCAVATION OCCURS).
- PROVIDE TEMPORARY PLUG (THREADED IN HIGH WATER AREAS).
- DOUBLE PURPOSE COUPLING.
- FORD VM-92-18" YOKE WITH MALE CONNECTION AND EXTENDED END OR APPROVED EQUAL.
- FORD CARTRIDGE DUAL CHECK VALVE (VERTICAL).
- FORD BALL VALVE 18" (92,93,94 SERIES OR MUELLER B24101-142) 3/4"-1" COPPERSETTER WITH PADLOCK WINGS AND EXTENDED END ON EACH.
- FORD TYPE X SINGLE LID COVERS NO. X43. 13 1/2" OPENING-1 1/32" PENTAGONAL NUT.

**1 WATER SERVICE CONNECTION (3/4" - 1")**  
ISPMC - SD-401  
NOT TO SCALE



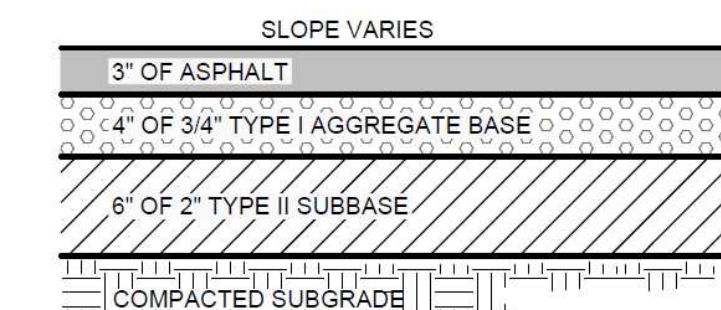
**VERTICAL SEPARATION REQUIREMENTS**

- ZONE 1: A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18" AND B) ONE FULL UNCLUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.
- ZONE 2: A) ONE FULL UNCLUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING. AND EITHER B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF CROSSING. OR C) EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH A SLEEVING MATERIAL ACCEPTABLE TO SDG FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.
- ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.
- ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

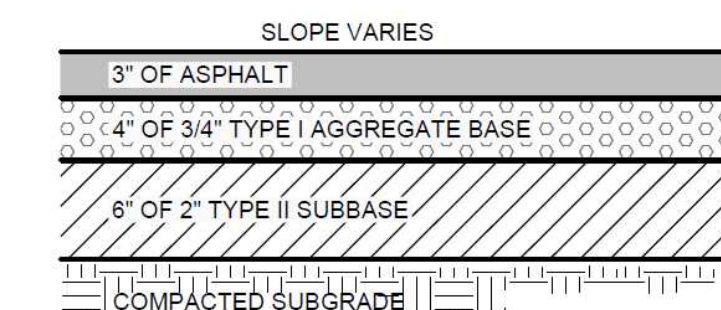
**HORIZONTAL SEPARATION REQUIREMENTS**

- ZONE 1: A) NO SPECIAL REQUIREMENTS.
- ZONE 2: A) NO SPECIAL REQUIREMENTS FOR POTABLE OR NON-POTABLE SERVICES. B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS. AND C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE NPWL. AND EITHER D) NPWL CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS. OR E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEG.
- ZONE 3: NOT ALLOWED WITHOUT DEG WAIVER.
- NOTE: SANITARY SEWER FORCE MAINS MUST HAVE MIN. 10" HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEG.

**3 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPERATION**  
ISPMC - SD-407  
NOT TO SCALE



**TYPICAL STREET ASPHALT SECTION**

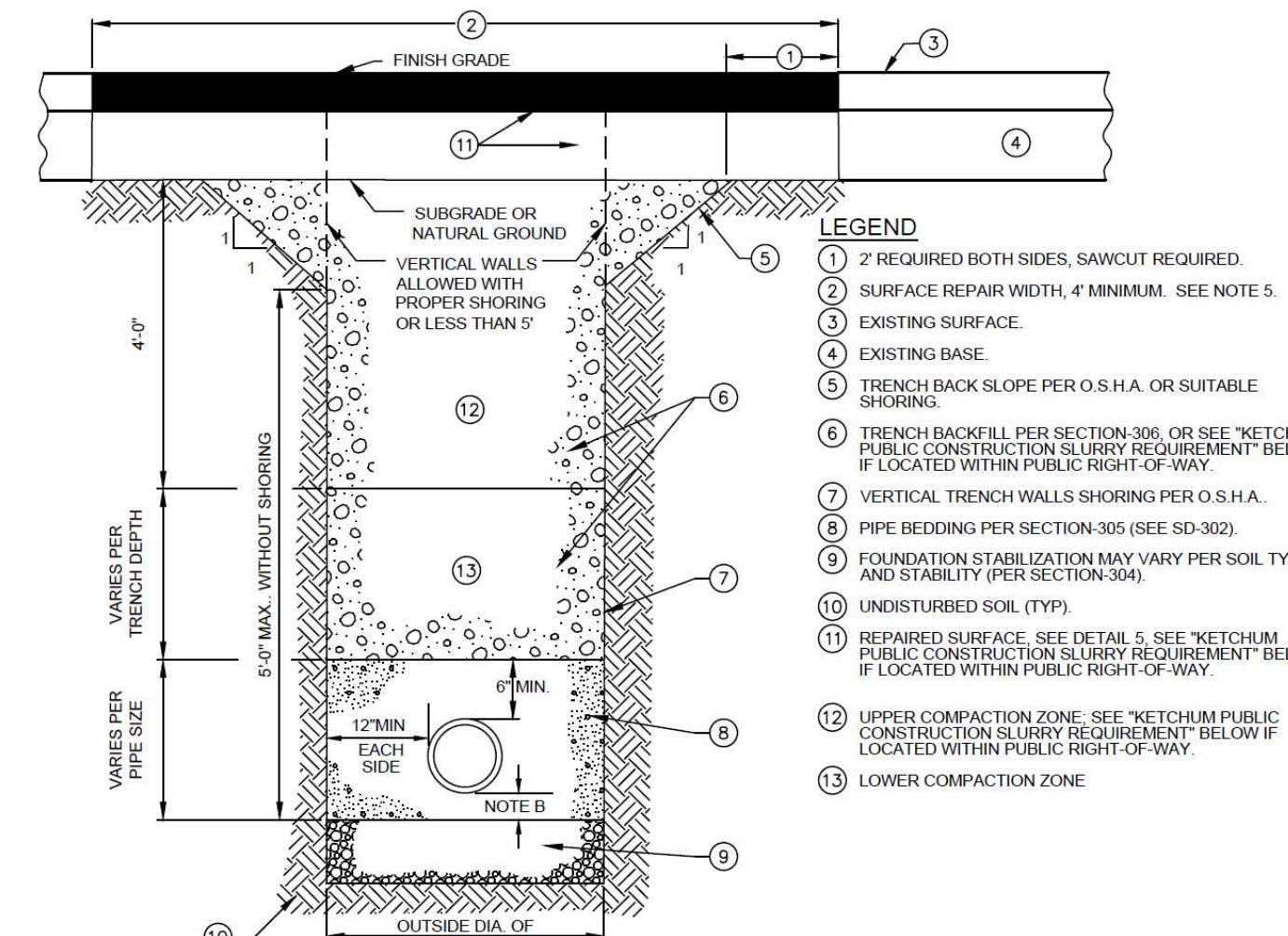


**TYPICAL ALLEY ASPHALT SECTION**

**NOTES:**

- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
- MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
- PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

**2 TYPICAL ROAD SECTIONS**  
CITY OF KETCHUM - SD-3  
NOT TO SCALE



**KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT**

IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

- COARSE AGGREGATE (6" MINUS): 2,600 LBS
- SAND: 800 LBS
- PORTLAND CEMENT: 94 LBS
- WATER: 11 GAL. (MAX.)

WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

**NOTES:**

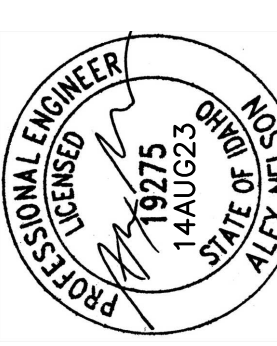
- TRENCH EXCAVATION PER SECTION 301.
- PIPE BEDDING PER SECTION 305.
- BACKFILL AND COMPACTION PER SECTION 306.
- SURFACE REPAIR AND BASE PER DETAIL 3.
- ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPMC SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
- IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.

**4 TYPICAL TRENCH**  
CITY OF KETCHUM - SD-12  
NOT TO SCALE

PROJECT PATH AND PRINT DATE U:\LD3\214\_L22B3WSV4\CS\_214\_SageMountainsideTHMS\_CivilROW2023\_Revise.dwg\_08/14/2023 9:35:29 PM MST

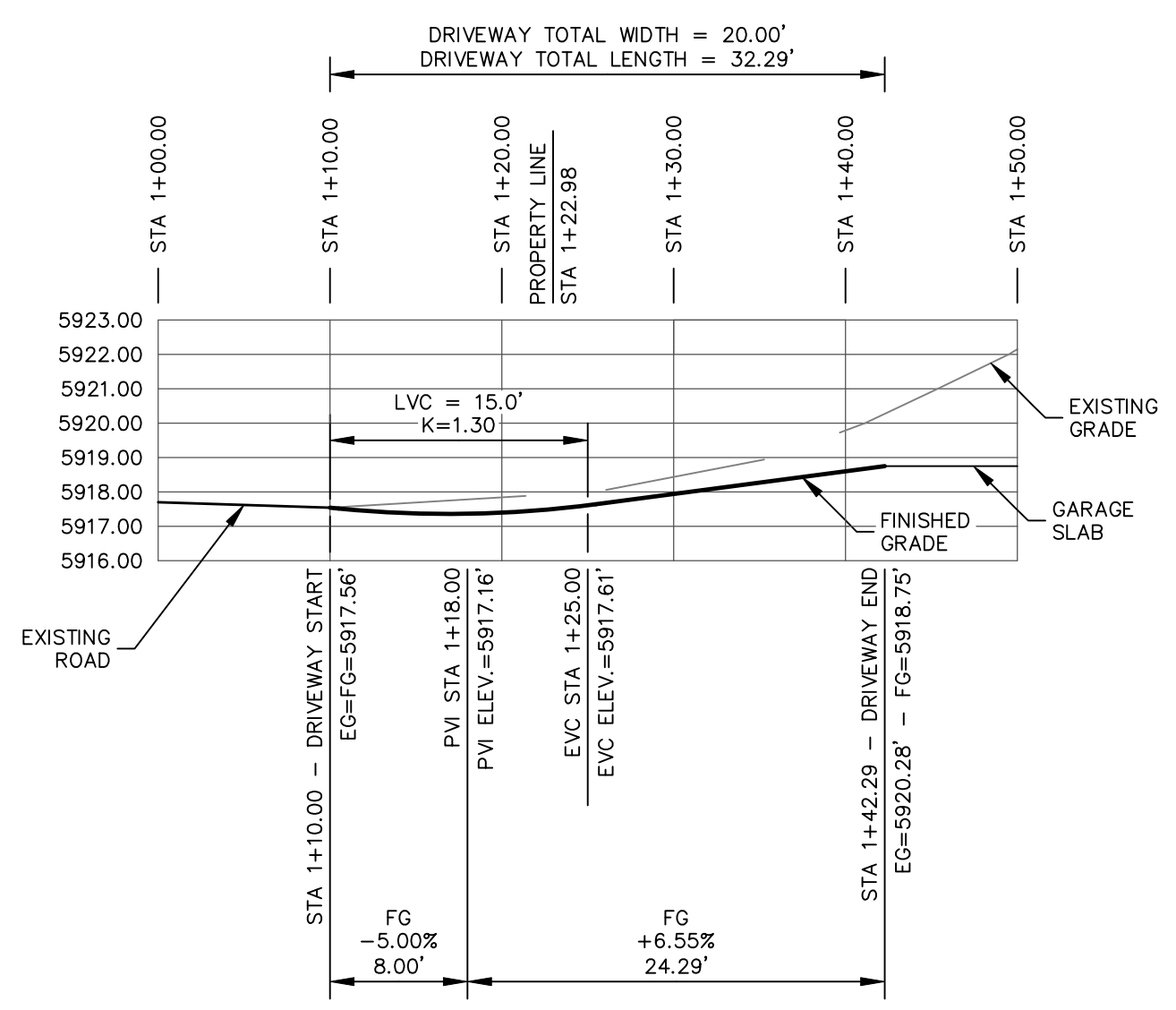
A SITE GRADING, R.O.W. ENCROACHMENT, & UTILITY PLAN SHOWING  
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660 Bell Dr., Unit 1  
P.O. Box 2037, Ketchum, ID 83340 USA  
(208) 722-1985  
email: alpine@alpineenterprisesinc.com

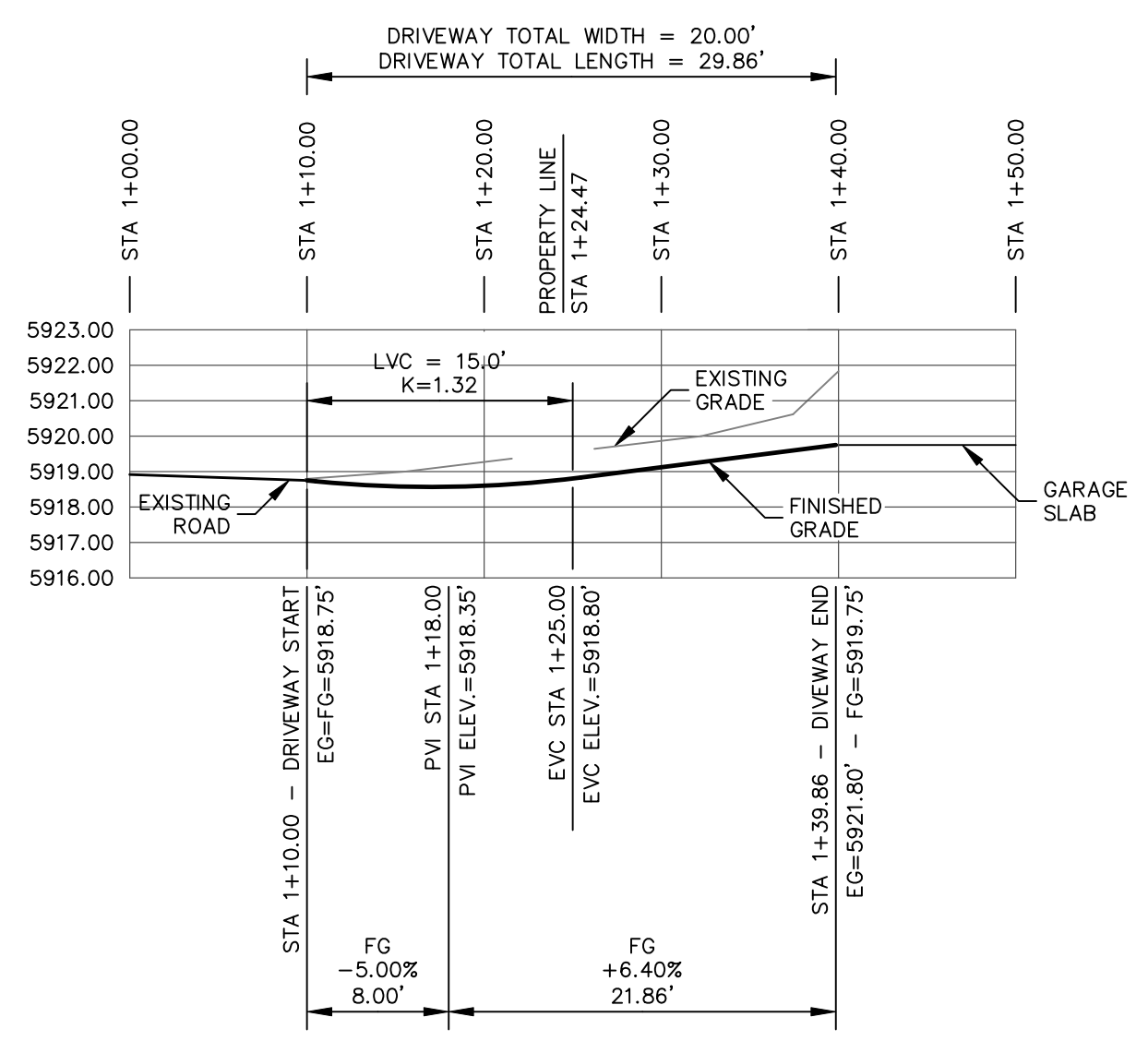


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1	14AUG23	AHN	BUILDING PERMIT SUBMITTAL

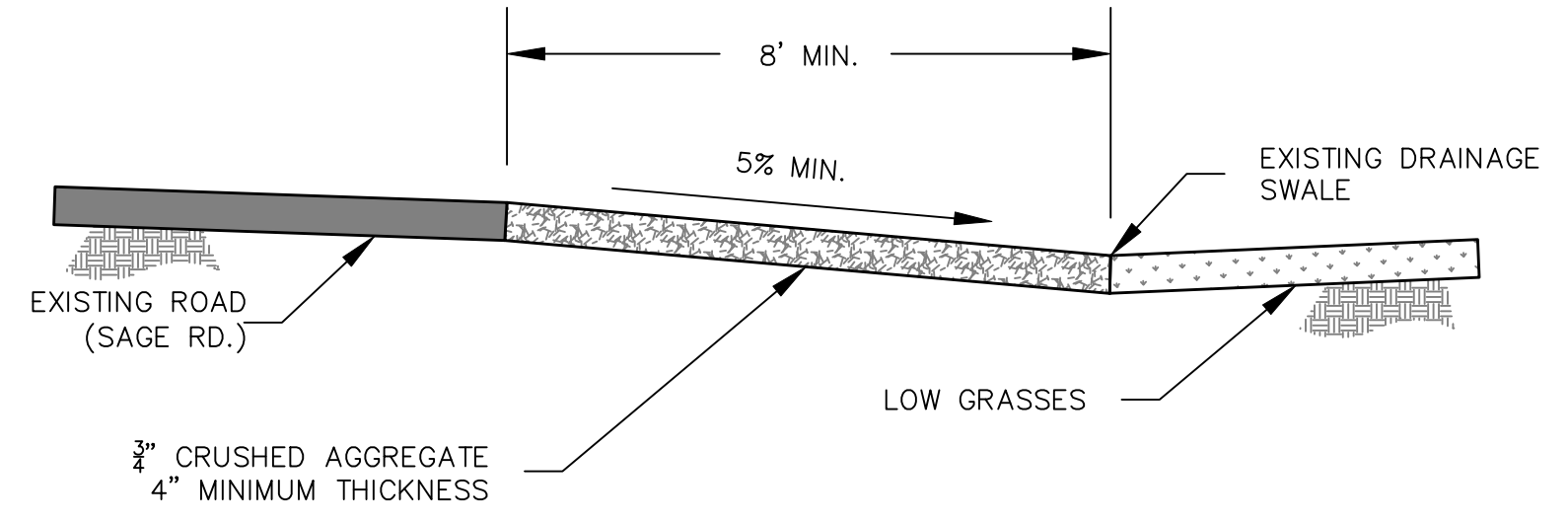
**C2.0**



5 DRIVEWAY PROFILE VIEW  
SUBLOT 1  
VERT: 1"=5'  
HORIZ: 1"=10'

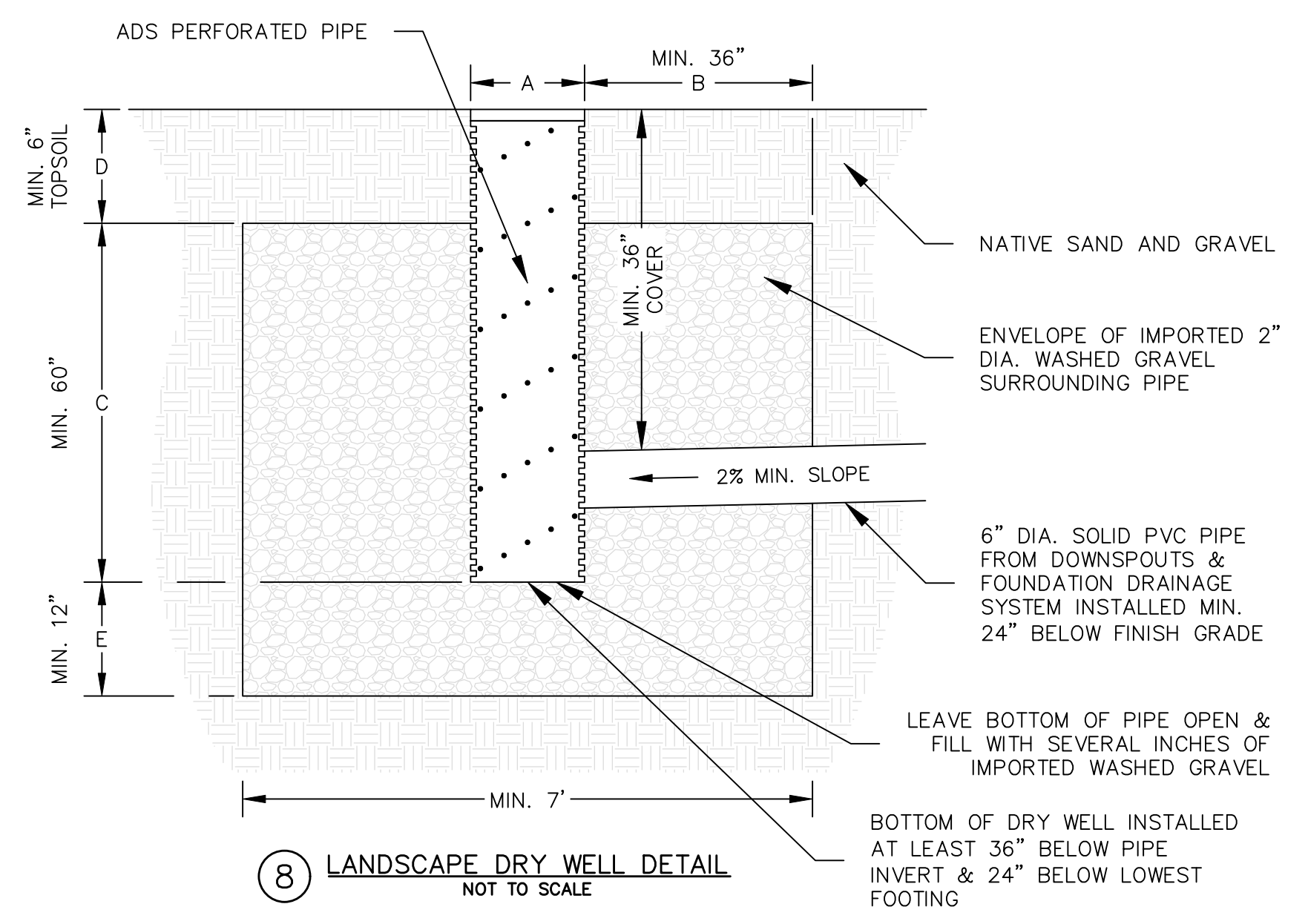


6 DRIVEWAY PROFILE VIEW  
SUBLOT 2  
VERT: 1"=5'  
HORIZ: 1"=10'

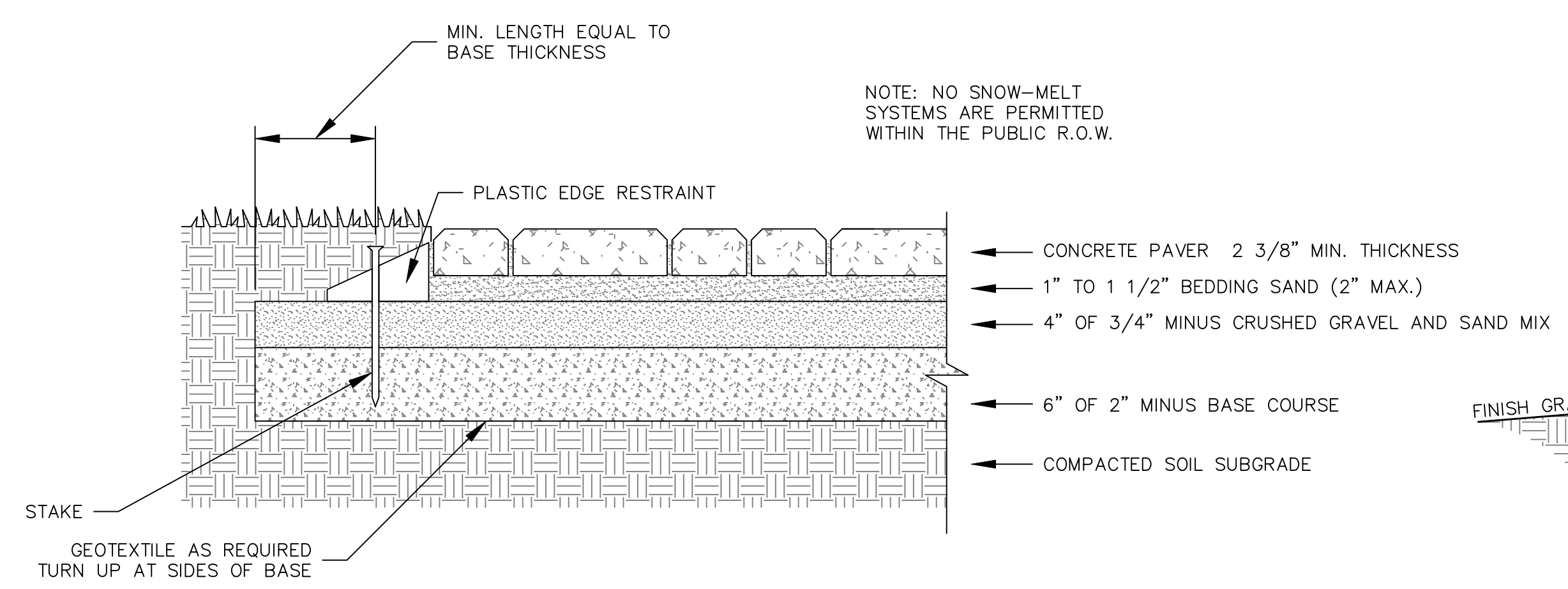


7 CROSS-SECTION: ROADSIDE SWALE  
R.O.W. SAGE ROAD  
NOT TO SCALE

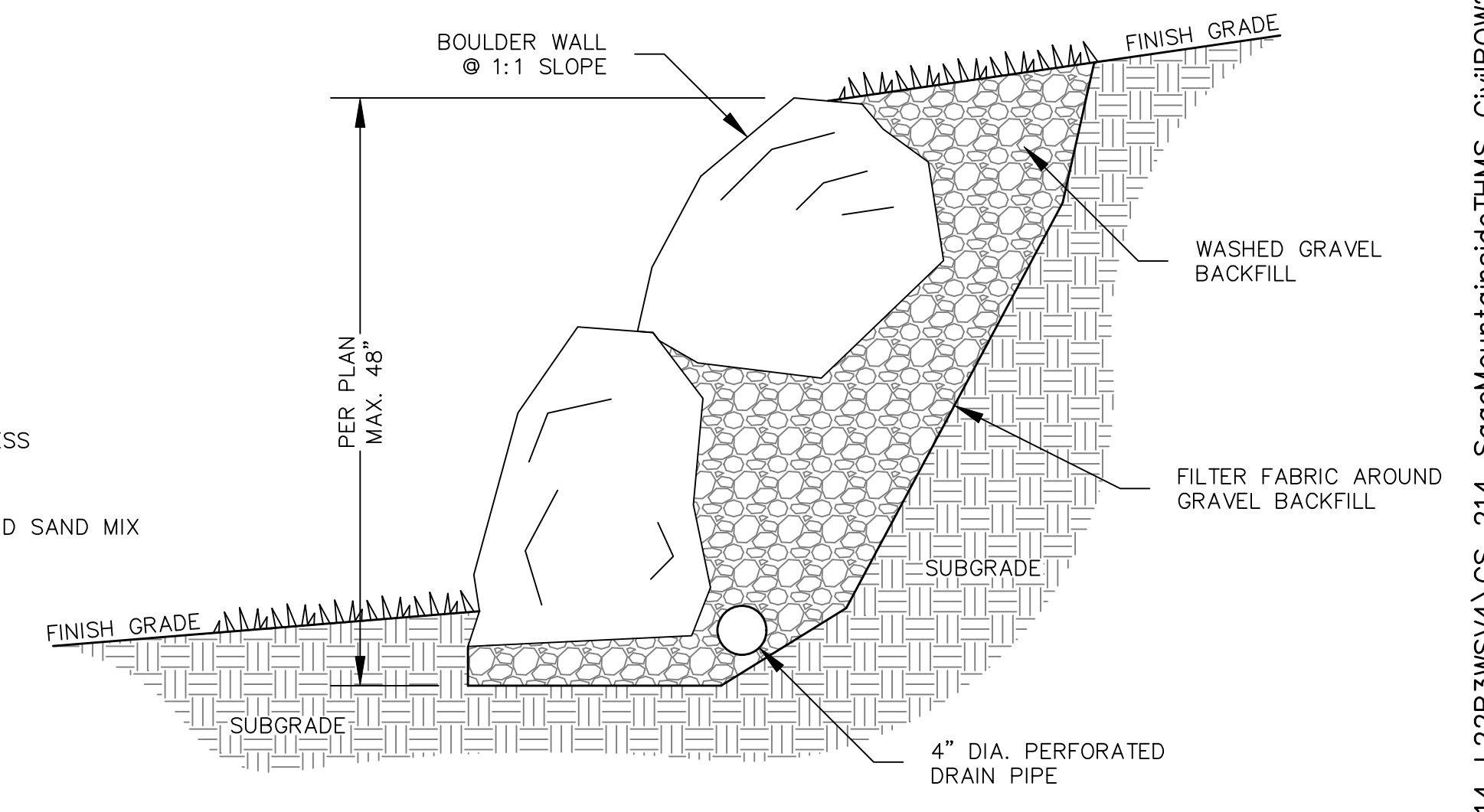
- NOTES**
- A) Material shall be pervious/permeable to allow drainage.
  - B) Surface must allow for vehicle parking and be consistent along the entire property frontage.
  - C) Material within the first eight (8) feet from edge of asphalt (Street) shall be distinct from driveway and rest of property in order to visually appear available for parking.
  - D) Grading and drainage improvements as required by City Engineer - Minimum 5% slope.
  - E) No obstructions, such as boulders or berms.
  - F) No buried irrigation systems within the first eight (8) feet the edge of asphalt (Street). Surface irrigation lines are permitted beyond the first eight (8) feet, however pop-up heads are not permitted anywhere in the ROW.
  - G) No live plant material within the first eight (8) feet from edge of asphalt (Street). Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species are preferred.
  - H) No snow-melt systems within Public R.O.W.



8 LANDSCAPE DRY WELL DETAIL  
NOT TO SCALE

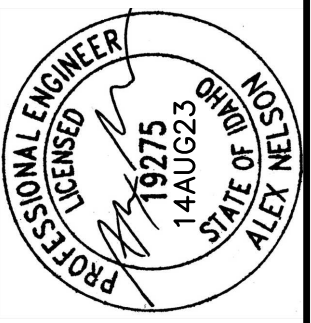


9 PAVER DRIVEWAY DETAIL  
NOT TO SCALE



10 BOULDER WALL  
NOT TO SCALE

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REVISIONS	NO	DATE	BY
BUILDING PERMIT SUBMITTAL PHASE 1	1	14AUG23	AHN

C3.0

A SITE GRADING, R.O.W. ENCROACHMENT, & UTILITY PLAN SHOWING  
SAGE MOUNTAINSIDE TOWNHOMES  
WITHIN S11 & S14, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR SAGE MOUNTAINSIDE LLC.



City of Ketchum  
City Hall

October 16, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Contracts #24026 – Sun Valley Events, #24027 – Red’s Meadow Resort, Hold Harmless Agreement #24890 with City of Sun Valley, and Lease Agreement #24891 with Sun Valley Company**

Recommendation and Summary

Staff is recommending City Council approve and adopt with the following motions the above referenced contracts, hold harmless and lease agreements:

***“I move to approve contract #24026 with Sun Valley Events, #24027 with Red’s Meadow Resort, Hold Harmless Agreement #24890 with City of Sun Valley, and Lease Agreement #24891 with Sun Valley Company”***

The reasons for the recommendation are as follows:

- Sun Valley Events, Inc. has been the organizer for Wagon Days since 2001 as an independent contractor.
- The Wagon Days Parade requires an experienced jerk line operator to drive the wagon train, referred to as the “Big Hitch.” The City has contracted with Bobby Tanner of Red’s Meadow in Bishop, CA for over ten years to drive the Big Hitch.
- Wagon Days utilizes Festival Meadow in Sun Valley and various locations owned by Sun Valley Company.

Current Report

Sun Valley Events, Inc. will assist the City of Ketchum in promoting, organizing and managing Wagon Days for a contract amount of \$32,500. The first monthly payment is due on January 1, 2024.

Red’s Meadow (Bobby Tanner) will provide mules, equipment and personnel necessary for the jerk line hitch at the 2024 Wagon Days Parade for a contract amount of \$23,732. In addition to the above sum, Contractor may request mileage reimbursement if fuel costs exceed \$3.75 per gallon for travel costs at the adopted federal rate in effect at the date of reimbursement request. Ketchum will also provide two (2) experienced persons to ride horses ahead of the team to widen the path, with a special effort at the corner of Main Street and Sun Valley Road; six (6) historic ore wagons in usable condition with operable brakes; five (5) brake persons for the wagons; feed and lodging for the hitch mules and outrider horses; and lodging for the hitch driver and outriders.

Staging for Wagon Days Parade entrants is located in the pasture on the east side of Sun Valley Road, and the symphony parking area. The River Run parking lot is available for overnight camping for Wagon Days participants.

The picnic after the parade for the participants is held at Festival Meadow. There may also be other Wagon Days activities planned for that location prior to the parade.

Financial Requirement/Impact

All costs will be funded through the FY24 Wagon Days Fund.

Attachments:

Sun Valley Events, Inc. Contract 24026 (Purchase Order 24026)

Red's Meadow Contract 24027 (Purchase Order 24027)

Sun Valley Company Lease Agreement 24891

City of Sun Valley Hold Harmless Agreement 24890





City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT #24026 WITH SUN VALLEY EVENTS, INC.**

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between Sun Valley Events, Inc. and the City of Ketchum, an Idaho municipal corporation (Sun Valley Events, Inc. and City of Ketchum are, collectively, the “Parties”) with reference to the following facts:

**RECITALS**

- A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Ketchum Wagon Days event (“Wagon Days”). Accordingly, the City has determined that Wagon Days serves a public purpose and is a benefit to its citizens.
- B. Sun Valley Events, Inc. has the expertise necessary to promote, organize, manage, coordinate and produce Wagon Days and other related programs and to assist the City of Ketchum in the management of Wagon Days from the contract effective date to September 30, 2024 (“Contract Period”).
- C. City of Ketchum desires to retain the services of Sun Valley Events, Inc., and Sun Valley Events, Inc. desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **General Duties.** Sun Valley Events, Inc. agrees to promote, organize, manage, coordinate and produce Wagon Days according to the terms and conditions of this Agreement.
- 2. **Description of Services.** Sun Valley Events, Inc. shall complete the tasks on the schedule as outlined in Addendum 1 attached hereto and incorporated herein by this reference (the “Services”).
- 3. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Sun Valley Events, Inc. as follows:

Professional service fee - (9) monthly payments of three thousand six hundred eleven dollars and eleven cents (\$3,611.11) will be made on the first day of each month beginning January 1, 2024 and a final payment due on September 30, 2024 for a total payment of thirty-two thousand and five hundred dollars (\$32,500). Payment shall be made based on Ketchum’s review and approval of work completed that month.

4. **Term – Month to Month.** This Agreement shall be effective for a period of one month and shall renew automatically each month and expire automatically on September 30, 2024 unless terminated as provided herein. The parties hereby agree that in the event Ketchum, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, Ketchum may terminate this Contract without penalty upon thirty (30) days written notice to Sun Valley Events, Inc. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of such termination, Sun Valley Events, Inc. shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not encumbered for authorized expenditures by Sun Valley Events, Inc. at the date of termination shall be refunded to Ketchum within twenty (20) days.

5. **Independent Contract/No Partnerships or Employee Relationship.**

(a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

(b) In rendering the services contemplated by this Agreement, Sun Valley Events, Inc. is at all times acting as an Independent Contractor and not as an employee of City of Ketchum. Sun Valley Events, Inc. shall have no rights or obligations as an employee by reason of the Agreement, and City of Ketchum shall not provide Sun Valley Events, Inc. with any employee benefits, including without limitation, any City of Ketchum sponsored retirement, vacation or health insurance program.

(c) Except as set forth in the Addenda to this Agreement, City of Ketchum shall not exercise any control whatsoever over the manner in which Sun Valley Events, Inc. performs the obligations contemplated herein.

(d) Sun Valley Events, Inc. may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

(e) City of Ketchum shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Sun Valley Events, Inc. Sun Valley Events, Inc. hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Sun Valley Events, Inc.'s failure to pay such payroll or employment taxes.

6. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

7. **Representations and Warranties by Sun Valley Events, Inc.** Sun Valley Events, Inc. hereby represents and warrants to City of Ketchum as follows:

(a) Sun Valley Events, Inc. has the knowledge, experience and expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce Wagon Days.

(b) City of Ketchum shall retain proprietary rights over all Wagon Days electronic and physical records and files, mailing lists, ideas, contracts and other items relating to the event.

(c) Public Records. Sun Valley Events, Inc. hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Sun Valley Events, Inc. for Ketchum, regardless of physical form or characteristics, may be public records pursuant to the Idaho Public Records Act, Chapter 1 of Title 74 of Idaho Code. Accordingly, Sun Valley Events, Inc. shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

(d) Sun Valley Events, Inc. shall provide all Wagon Days materials to City of Ketchum immediately upon request.

(e) Sun Valley Events, Inc. maintains no control over the personnel, equipment or operation of any airline, surface carrier, bus or limousine company, transportation company, hotel, restaurant, venue, audio visual, staging, lighting, décor, entertainment or other person, corporation or other entity furnishing services or products connected to the event and that all such suppliers are independent contractors.

8. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.

9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.

11. **Mediation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.

12. **Attorney Fees and Costs.** In the event that any of the Parties is required to incur attorney fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

13. **Entire Agreement.** This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.
14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.
17. **Interpretation.**
- (a) Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.
  - (b) This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.
  - (c) The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.
  - (d) Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.
18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.
19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** Sun Valley Events, Inc. shall indemnify and hold harmless Ketchum and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of Sun Valley Events, Inc. or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by the City of Ketchum, directly or indirectly, in conjunction with this Agreement.

WHEREFORE, the Parties have executed this Agreement on the day and year set out next to each of their signatures

**CITY OF KETCHUM**

**SUN VALLEY EVENTS, INC.**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Heather LaMonica Deckard, President

ATTEST:

Trent Donat  
City Clerk



# ADDENDUM 1

## WAGON DAYS RESPONSIBILITY OUTLINE

SUN VALLEY EVENTS, INC.

### General Event Management

- Project management: plan, direct, develop and coordinate scope and production of Wagon Days activities with city staff
- Develop, organize and direct volunteers
- Organize event staffing
- Organize event recap meeting

### Administration

- Create action plan and outline responsibilities
- Develop and coordinate distribution of event correspondence (parade entry forms, thank you letters, notices, sponsor & participant letters)

### Financials

- Follow proposed budget
- Approve payables/receivables
- Reconciliation

### Database

- Input new and maintain database of parade participants, committees, sponsors, etc.

### Parade Management

- Solicit and procure parade participants
- Coordinate entry and confirmation mailings
- Coordinate judging of parade
- Coordinate parade route F&B vendors
- Coordinate announcing stands
- Coordinate post-parade picnic
- Coordinate sponsor recognition via signs, announcing stands, etc.

### Marketing and Promotion

- Develop marketing/pr campaign with City of Ketchum
- Coordinate with WD participants and arrange interviews with media
- Work with volunteers to distribute posters/programs in key markets
- Coordinate banner display
- Coordinate information distribution

### Brochure/Events Schedule Development

- Assist in preparation of program content: descriptions.
- Organize schedule of events (times and locations)

### **Program/Brochure Development**

- Provide review/edit as needed

### **Souvenirs**

- Organize sales and distribution of souvenir items
- Organize vendors for parade

### **On-Site production**

- Oversee and coordinate activities as needed
- Oversee signage at venue and directing to events
- Oversee staffing and monitor venues
- Manage breakdown and event strike



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 24026**

<b>To:</b> 3983 SUN VALLEY EVENTS HEATHER LAMONICA DECKARD 190 PERO RD BELLEVUE ID 83313	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/11/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	Wagon Days 2024 02-4530-4200	32,500.00	32,500.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		32,500.00

\_\_\_\_\_  
 Authorized Signature





City of Ketchum  
City Hall

## Independent Contractor Agreement #24027 with Red's Meadow Resort, Inc.

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between the City of Ketchum, an Idaho municipal corporation (hereinafter referred to as "Ketchum") and Red's Meadow Resort, Inc., (hereinafter referred to as "Contractor").

### RECITALS

WHEREAS, pursuant to Idaho Code Sections 50-301, 50-302, 50-303 and 50-304, Ketchum has the authority to enter into contracts for services reasonably necessary to maintain the peace and promote the public health, safety and welfare of Ketchum's residents and visitors and to maintain and promote Ketchum's trade, commerce and industry; and

WHEREAS, Bobby Tanner of Red's Meadow is highly skilled, has unique abilities and is experienced in operating an authentic jerk line hitch at the annual Wagon Days Parade; and

WHEREAS, Ketchum desires to contract with Red's Meadow for professional services to provide the mules, equipment and personnel necessary for the jerk line hitch at the 2024 Wagon Days Parade; and

WHEREAS, Red's Meadow desires to contract with Ketchum to provide said professional services.

### AGREEMENT

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. **The Services.** Contractor, as an independent contractor, hereby covenants and agrees to provide the professional services for Ketchum as set forth in Exhibit A, attached hereto and made a part hereof by reference, for the period from the date of this Agreement through September 30, 2024. Contractor shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, all necessary equipment and facilities to provide the professional services as set forth in this Agreement.
3. **Consideration.** Ketchum agrees to pay Contractor the sum of TWENTY-THREE THOUSAND SEVEN HUNDRED AND THIRTY-TWO DOLLARS (\$23,732) for the services to be provided. In addition to the above sum, Contractor may request mileage reimbursement if fuel costs exceed

191 5th St. West | P.O. Box 2315 | Ketchum, ID 83340 | main 208.726.7801

Facebook/CityofKetchum | twitter.com/Ketchum\_Idaho | www.ketchumidaho.org

\$3.75 per gallon for travel costs at the adopted federal rate in effect at the date of reimbursement request.

Ketchum will also provide two (2) experienced persons to ride horses ahead of the team to widen the path, with a special effort at the corner of Main Street and Sun Valley Road; six (6) historic ore wagons in usable condition with operable brakes; five (5) brake persons for the wagons; feed and lodging for the hitch mules and outrider horses; and lodging for the hitch driver and outriders.

4. **Time of Performance.** Contractor shall provide the Services in a professional and timely manner.
5. **Cancellation.** Either party may cancel this agreement due to unforeseeable circumstances which may include but are not limited to, acts of God, transportation delays, acts of terrorism or military action that are directly related to the success of the Event and that occur in or directly affect the area in which the Event occurs. Neither party may cancel without cause. If either Sponsor or Speaker cancels with 90 days or less notice for reasons other than unforeseeable circumstances, the other party shall be entitled to recover its incurred costs.
6. **Independent Contractor.** Ketchum and Contractor hereby agree that Contractor shall perform the Services as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees: and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties including without limitation the 100% penalty, which in any manner relates to or arises from any failure to pay such payroll or withholding taxes.
7. **Insurance.** The Contractor shall obtain and maintain at all times during the term of this Agreement a policy of comprehensive general and contractual liability insurance providing for prudent limits, but in no event shall such insurance have limits of less than ONE MILLION DOLLARS (\$1,000,000.00) for personal injury or death to any number of persons, for any single occurrence. The Contractor shall provide the City with proof of insurance prior to August 15, 2022. Additionally, Ketchum agrees to provide general liability insurance in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).
8. **Compliance with Laws.** Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law.

9. **Notice.** All notices, requests, demands or other communication required or provided for under *this* Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to the City of Ketchum and Red’s Meadow Resort, Inc. shall be addressed as follows:

**KETCHUM:**

City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340-2315

**TANNER:**

Red’s Meadow Resort, Inc.  
2424 Longview Drive  
Bishop, CA 93514

- 10. **Non-Assignment.** Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor’s unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor’s right, title or interest in or to this Agreement without the prior written consent of Ketchum, which may be withheld for any reason.
- 11. **Amendments.** This Agreement may only be changed, modified or amended in writing executed by all parties.
- 12. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
- 13. **No Presumption.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
- 14. **Governing Law.** This Agreement shall be governed by the laws and decisions of the State of Idaho.
- 15. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
- 16. **Execution and Fax Copies and Signatures.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
- 17. **Authority.** The parties executing this Agreement warrant, state, acknowledge and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on this day and year first written above.

**CITY OF KETCHUM**

**RED'S MEADOW RESORT, INC.**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Bobby Tanner, Manager

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk

## EXHIBIT A

Contractor will provide the following services for the City of Ketchum during the 2024 Wagon Days Parade:

Authentic jerk line hitch of twenty (20) matched mules plus one (1) additional mule to guarantee a complete hitch for the Wagon Days Parade. The mules average approximately fifteen (15) hands and twelve hundred (1,200) pounds each. The hitch is controlled solely by a jerk line to the left lead mule and a jockey stick from the line mule (or the left lead mule) to the off leader. The hitch will have three (3) teams of pointers to step across (or jump over) the fifth (5th) chain to ensure proper turning. The jerk line hitch of twenty (20) matched mules will be driven and worked as a team by Contractor or its designated driver prior to the Wagon Days Parade.

- All singletrees with spreaders, fifth (5th) chain, all harnesses and necessary rigging.
- All mules and outrider horses clean, healthy and in top presentable parade condition.
- Two (2) to four (4) experienced outriders with appropriate matching outfits and matching horses.
- One (1) experienced driver and one (1) brake person for the lead wagon.
- All or part of the hitch will be available on the Friday prior to the Wagon Days Parade to be driven with the wagons to be pulled in the Wagon Days Parade and a demonstration of all or part of the hitch and jerk line will be available.
- Photos of the hitch with the mules, outriders, and outrider horses will be made available to Contractor for publicity of the Wagon Days Parade.



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 24027**

<b>To:</b> 3548 RED'S MEADOW INC. 2424 LONGVIEW DR. BISHOP CA 93514	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/11/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	Wagon Days 2024 02-4530-4200	23,732.00	23,732.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		23,732.00

\_\_\_\_\_  
 Authorized Signature

**LEASE AGREEMENT #24891 WITH SUN VALLEY COMPANY FOR WAGON DAYS**

THIS LEASE AGREEMENT (“Lease”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between Sun Valley Company, a Wyoming corporation (“Lessor”) and the City of Ketchum, an Idaho municipal corporation (“Lessee”).

WHEREAS, Lessor is the owner of certain real property and improvements thereon as more particularly described in the attached Exhibit A ("**Premises**"); and

WHEREAS, Lessor desires to lease all of such Premises to Lessee and Lessee desires to take under lease all of such Premises from Lessor upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises herein contained, the parties hereto agree as follows:

**ARTICLE I**  
**Premises and Term**

Lessor, for and in consideration of the rent, covenants, agreements and conditions hereinafter set forth to be kept and performed by Lessee, hereby leases the Premises to Lessee.

This Lease shall commence on August 30, 2024 and shall terminate on September 2, 2024.

**ARTICLE II**  
**Rent**

Lessee agrees to pay Lessor rental for Premises as follows: One Dollar (\$1.00) for the use of symphony parking lot across from Pavilion, pasture located on the east side of Sun Valley Road for pasture and grazing commencing at the red barn landmark and ending at Bitterroot Road for storage of non-motorized vehicles, trailers and grazing of livestock; and 25% of all profits generated from charging RVs to Park at the River Run Upper Parking Lot. Any usage fees in connection with permitted uses shall not be considered an assignment or sublease for purposes of this Agreement.

**ARTICLE III**  
**Use of Premises**

It is covenanted and agreed that the Premises may be used for storage of non-motorized vehicles, trailers and grazing of livestock in designated pasture area, use of River Run Upper Parking Lot for RV parking, and for any other use approved in writing, in advance, by the Lessor.

Lessee shall not use the Premises in any manner that will render void any insurance carried by Lessor on the Premises.

Lessee shall not use the Premises for any purpose that violates any federal, state, county, or municipal statute or ordinance, or of any regulation, order, or directive of any governmental agency concerning the use and/or safety of the Premises.

**ARTICLE IV**  
**Assignment and Sublease**

Lessee will not assign or in any manner transfer this Lease or any interest therein and will not suffer or permit any assignment thereof by operation of law or sublet the Premises hereby leased, or any part thereof, or allow anyone to take over the Premises or this Lease with, through or under Lessee without the written consent of Lessor. The giving of any such consent shall not release or discharge Lessee from the performance of its duties and obligations. The granting of such written consent shall not be deemed to waive the requirement of prior consent for any subsequent or additional assignments or subleases.

**ARTICLE V**  
**Liability**

It is expressly understood that Lessee has fully inspected the Property and accepts the Property in their present condition. Lessee further agrees to accept all liability for the Property during the entire term of this Lease and accepts all liability for any and all damages, claims, actions or causes of action in any way related to the Property during the time of this Lease unless caused by the negligence or willful misconduct of Lessor.

**ARTICLE VI**  
**Compliance with Laws/Public Records**

Lessor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Lessor of any obligation or responsibility imposed upon Lessor by law. Without limitation, Lessor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Lessor for Lessee regardless of physical form or characteristics may be public records pursuant to Idaho Code.

**ARTICLE VII**  
**Repairs and Maintenance**

It is expressly understood that Lessee accepts the Premises in their present condition. Lessee agrees to make and pay for all ordinary repairs to the interior of the Premises connected with Lessee's use of the Premises. Lessee agrees to make and pay for all ordinary repairs of mechanical equipment on the Premises connected with Lessee's use of the Premises.

Lessee assumes all liability for and Lessor shall not be held liable for injury, loss or damage to persons or property occurring on the Premises during the term of this lease.



Lessor, for itself and its agents, reserves the right to enter the Premises at all reasonable times during the term of this Lease for the purpose of (a) examining and inspecting the same; (b) making such repairs thereto as Lessor may deem necessary or desirable. Lessor will retain responsibility and liability for any of its own such actions.

**ARTICLE VIII**  
**Public Liability Insurance**

Lessee agrees to provide and keep in force during the term of this Lease general liability policies of insurance in an amount no less than Five Hundred Thousand Dollars (\$500,000) per occurrence, in standard form, reasonably satisfactory to Lessor, insuring Lessee against any liability that may accrue on account of any occurrences in or about the Premises during the term of this Lease, or in consequence of Lessee's occupancy thereof, or for Lessee's contractual liability under this Lease, and resulting in personal injury or death or property damage. Lessee shall furnish Lessor with a certificate or certificates of insurance covering such insurance so maintained by Lessee, stipulating that such insurance shall not be cancelled without notice in advance to Lessor. Lessee will accept a tender of Lessor's defense if Lessor is named a party to a lawsuit solely because of its ownership of the Property and not as a result of its own conduct.

**ARTICLE IX**  
**Fire Insurance**

Lessee shall keep the real property and any improvements used for the purpose of Wagon Days insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement to the extent of the replacement value thereon.

**ARTICLE X**  
**Default by Lessee**

If any one or more of the following events ("**Default**") shall happen and be continuing, namely:

A. Lessee shall fail to pay any rent or other sum of money to Lessor when the same is due and such failure continues for Five (5) days after Lessor has given Lessee written notice thereof;

B. Lessee shall default in the performance of any of the terms or provisions of this Lease (other than the payment of rent or other sum of money) and shall fail to cure such default within Thirty (30) days after notice thereof is given;

Then, and in any of such events of Default, Lessor shall have the immediate right to re-enter the Premises and expel Lessee or any person, or persons occupying the same, with or without legal process, and in any such event, Lessee agrees to peacefully and quietly yield up and surrender the Premises to Lessor. Lessor shall also have the right to pursue all other legal and equitable remedies.

**ARTICLE XI**  
**Surrender of Possession**

Upon the termination of this Lease, whether by reason of lapse of time, cancellation, forfeiture or otherwise, or upon any uncured default by Lessee as hereinabove defined, Lessee shall immediately surrender and deliver to Lessor possession of the Premises and all appurtenances thereto in good condition and repair and shall repair any damages to the Premises that occurred during the term of this Lease.

**ARTICLE XII**  
**Waiver of Breach**

No waiver of any breach or breaches of any covenant or condition herein contained shall operate as a waiver of any breach of any other covenant or condition herein contained, or as the waiver of any subsequent breach of the same covenant or condition.

**ARTICLE XIII**  
**Costs and Attorneys Fees**

The costs, including reasonable attorneys' fees, of any action brought to enforce any of the terms or provisions of this Lease, shall be borne by the party adjudged by the Court to have violated any of the terms or provisions of this Lease.

**ARTICLE XIV**  
**Miscellaneous Provisions**

The headings of the several Articles and sections contained herein are for convenience only, and do not define, limit or construe the contents of such Articles and sections.

The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, shall not be considered as exclusive of any other right or remedy of such party; but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party shall impair any such right, power or remedy, or be construed as a waiver of any default or nonperformance, or as acquiescence therein.

This Lease is and shall be considered to be the only agreement and understanding between the parties hereto with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both parties have been incorporated herein. It may not be amended or modified by any act or conduct of the parties, or by oral agreement, unless reduced to writing.

All of the rights and obligations of the parties under this Lease shall bind, and the benefit shall inure to, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Lease has been executed the day, month and year first above written.

**LESSOR:**  
Sun Valley Company,  
A Wyoming corporation

**LESSEE:**  
City of Ketchum,  
An Idaho Municipal Corporation

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

By: \_\_\_\_\_  
Its: Mayor

Attest:

\_\_\_\_\_  
Trent Donat, City Clerk

EXHIBIT A  
DESCRIPTION OF PREMISES

- Pastures located on the east side of Sun Valley Road commencing at the red barn landmark and ending at Bitterroot Road.
- Symphony parking area located south of Dollar Road across the street from the Pavilion
- River Run upper parking lot only, excluding VIP and Lower River Run parking lots.

# Mutual Hold Harmless Agreement #24890

Event: 2024 Wagon Days

Date(s): 10AM Friday, August 30 – 6 PM Saturday, August 31, 2024

Location(s): Festival Meadows

The City of Ketchum (Governmental Entity) agrees to indemnify and hold the City of Sun Valley, Idaho harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the City of Ketchum (Governmental Entity) and its employees, officers and/or agents that the City of Sun Valley, Idaho may suffer arising out of or in connection with this Agreement.

The City of Sun Valley, Idaho agrees to indemnify and hold the City of Ketchum, Idaho (Governmental Entity) harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the City of Sun Valley, Idaho and its employees, officers and/or agents that the City of Ketchum, Idaho (Governmental Entity) may suffer arising out of or in connection with this Agreement.

**(Both the Governmental Entity's and the City of Sun Valley, Idaho's Representative must sign this Mutual Hold Harmless Agreement in the presence of a Notary Public)**

\_\_\_\_\_  
City of Ketchum  
Mayor  
Neil Bradshaw  
\_\_\_\_\_

(Seal)

Authorized Representative Signature

Governmental Entity  
Title of Authorized Representative  
Typed Name of Authorized Representative  
Date Signed

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
City of Sun Valley, Idaho  
Mayor  
\_\_\_\_\_  
\_\_\_\_\_

(Seal)

Authorized Representative Signature

Title of Authorized Representative  
Typed Name of Authorized Representative  
Date Signed

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- This subcontractor’s work was inadvertently left off Task Order 7 (approved 9.5.23).
- This task order allows Superbloom to engage with subcontractor North Fork Natives on the design of and best practices for the native plants grown and planted in the restored floodplain at Warm Springs Preserve.
- The city developed a partnership agreement with the Wood River Land Trust regarding design, construction, and fundraising for the riparian restoration. The WRLT will reimburse the city for these costs.

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

Much of the vegetation at Warm Springs Preserve today is a monoculture. A diverse vegetation design is more likely to be successful and self-sustaining. Highlights from the approved master plan include:

- Design and specify plantings for fire resilience.
- Choose plants adapted to the local environment (ex: drought-tolerant).

Financial Impact:

None OR Adequate funds exist in account:	The cost estimate from North Fork Natives for their entire involvement is a not-to-exceed budget of \$25,930. The current tasks needed equate to \$12,880 of consulting work. Adequate funds exist in an unspent contingency account to fund this task order.
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Attachments:

- |  |
|--|
| 1. Task Order #8 - Superbloom  |
| 2. Draft Cost Estimate – Intermountain Aquatics (aka North Fork Natives) |
| 3. Purchase Order #24028 (addendum to PO#23136/Task Order 7)             |

# SUPERBLOOM

## TASK ORDER # 8

October 10, 2023

**Project:** WARM SPRINGS PRESERVE | Ketchum, ID

**Scope of Work:** Superbloom and Rio Applied Science and Engineering are working towards the 60% Design and Permit Drawings for Warm Springs Preserve and with this task order engaging Intermountain Aquatics (North Fork Natives) to support and collaborate on the design of native plant communities and specifications for successful means and methods of planting in the restored floodplain portion of the project. The attached proposal from Intermountain Aquatics (North Fork Natives) outlines their scope of work and fees by task.

**Client:** City of Ketchum, Idaho ("The City"), PO Box 2315, Ketchum, ID 83340

<b>01</b>	<b>Task #1</b>	<u>Budget/Fee</u>
	<b>Warm Springs Creek Revegetation Plan for Permit Set (60% design)</b>	\$12,880
	<ul style="list-style-type: none"> <li>• Regular communications with Superbloom, Rio, WR Land Trust and relevant stakeholders to collaborate and receive feedback during design processs</li>   <li>• In a portion of floodplain zone 4 and zones 5-10*, Specify appropriate native seed mixes (type and rates), commercial plants or transplants (species, formats, sizing); Prescribe site preparation techniques following grading and ahead of planting including suitable cover soil identification, handling and placement; identify appropriate integrative (cultural, biological and chemical) weed management activities; Specify post restoration adaptive management activities; including temporary plant protections, weed management and irrigation (see below); provide as appropriate CAD design typicals for Superbloom set</li> </ul>	<i>not-to-exceed</i>

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<b>Total Fee (TO #8)</b>	<b>\$12,880 NTE</b>	<b>including expenses</b>
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This exhibit is attached to and made a part of the Client's master agreement dated June 15th, 2022 between the Client and Superbloom for the purposes of providing professional landscape services. Additional services or hours beyond above noted hours will be billed at the following rates only with prior approval from Client:

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Studio Superbloom, LLC

By:   
Stacy Passmore or Diane Lipovsky, Principal

By: \_\_\_\_\_  
(signature)

Printed Name/Title: \_\_\_\_\_

By signing, Client acknowledges that they have read and understand this proposal, any additional scope of work and material selections and all documents referenced therein, along with the terms and conditions attached hereto. Client agrees that upon signature this Proposal becomes the sole contract between Client and Superbloom. By signing, Client confirms that it is the owner or duly authorized representative of the owner, of the property where work is to be performed and has full, binding, legal authority to enter into this Agreement.



**Draft Cost Estimate for Warm Springs Creek Revegetation Plan for Permit Set (60% design)**

Item	Detail	TOT \$
Project Management and Team Interactions	Regular communications with Superbloom, Rio, WR Land Trust and relevant stakeholders to collaborate and receive feedback during design process#	\$2,900.00
Seed mix/plant specifications, soil handling, site preparation, integrative weed management and post planting site management design	In a portion of floodplain zone 4 and zones 5-10*, Specify appropriate native seed mixes (type and rates), commercial plants or transplants (species, formats, sizing); Prescribe site preparation techniques following grading and ahead of planting including suitable cover soil identification, handling and placement; identify appropriate integrative (cultural, biological and chemical) weed management activities; Specify post restoration adaptive management activities; including temporary plant protections, weed management and irrigation (see below); provide as appropriate CAD design typicals for Superbloom set.	\$9,980.00
Equipment Specifications for Revegetation	Identify appropriate equipment choices for seeding and plant installation. Specify seeding equipment options	\$1,450.00
Irrigation Recommendations for IMA Revegetation Areas, Plan Review all areas	Provide guidance on temporary irrigation use in IMA designed revegetation zones (irrigation frequency, intensity, duration etc.); review Irrigation recommendations provided by others	\$3,480.00
Cost estimation by target revegetation zones	Develop two alternative cost estimates for revegetation activities for a portion of Zone 4 and Zones 5-10. Alternatives will include the target budget, which meets the vision of the master plan and a constrained budget where overall revegetation funding is less or phased over an extended period of time.	\$4,640.00
Implementation and maintenance schedule	Develop a comprehensive schedule identifying timelines for: plant material acquisition by type, preplanting integrative weed management, site preparation, seeding/planting, and post planting integrative weed management and adaptive management activities	\$3,480.00
<b>Total</b>		<b>\$25,930.00</b>

**Notes**

Estimate is cost not to exceed, client will be billed on for actual costs incurred

It is anticipated that all content may be included in this scoping phase and could be needed and included in a final design scope

# Assume participate in up to 4 bi-monthly remote team meetings

\* Planting zones are identified in 230627\_North Fork Planting Design Zones.pdf transmitted by email from CM 062823

Assume deliverables due by end of November for regulatory permitting submission

Deliverable does not include comprehensive specifications, narrative will be delivered in docX format for incorporation into Superbloom submission

**\$12,880**





**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 24028**

<b>To:</b> 5810 STUDIO SUPERBLOOM, LLC 23 LINCOLN ST #200 DENVER CO 80203	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/11/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	ADDENDUM TO TASK ORDER 7 & PO 23136 93-4900-5910	12,880.00	12,880.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		12,880.00

\_\_\_\_\_  
 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The city’s Housing Director participated in the development of the BCHA strategic plan
- The city’s Housing Department, Treasury, Clerk, and IT have – and can continue to – support BCHA’s mission in a cost-efficient manner
- The city is hiring and onboarding staff to fulfill and expand BCHA’s role – in line with BCHA’s strategic plan

Policy Analysis and Background:

**Proposed contract change:** Staff propose that, rather than renewing such contract annually, either party can terminate the contract at no-fault with sixty days notice. BCHA maintains the right to terminate the agreement upon two days written notice if Ketchum “fails, refuses, or is unable to provide the services.”

**Proposed additions to the scope of work include the following:**

- Adopt and implement a customer relationship management system to maintain clear documentation of communication and tasks.
- Enhance Ketchum’s Housing Department’s countywide needs assessment

Increase collaboration and communication among housing- and service-providers

- Shift hosting duties of quarterly implementation partner meetings from City of Ketchum to Blaine County Housing Authority

Implement Emergency and Transitional Housing Plan

- Hire Housing Stability Manager to undertake these responsibilities and the Housing Navigation System.
- Master lease RV spots and assist in winterizing.
- Master lease a motel from November to April.
- Launch a community-wide funding campaign.

*Original contract 22830 with City of Ketchum was executed February 16, 2022. The BCHA Board authorized renewal on September 20th, 2023 (Res.2023-08). Ketchum's new contract number is 22830-1.*

Financial Impact:

None OR Adequate funds exist in account:	City and County allocated budget includes the two positions and for programming
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Attachments:

1. Contract for Services 22830-1 with City of Ketchum
2. Exhibit A. Scope of Work

**CITY OF KETCHUM 22830-1 CONTRACT FOR SERVICES AGREEMENT  
WITH BLAINE COUNTY HOUSING AUTHORITY (Res. No. 2023-08)**

THIS AGREEMENT is made and entered into effective to this \_\_\_\_ day of September 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”) and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority (“BCHA”), jointly “Parties.”

**FINDINGS**

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho, and is empowered to enter into contracts pursuant to Idaho Code § 50-301 *et seq.*

2. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

3. Ketchum has proposed to provide services to BCHA related to the management and preservation of community housing for low and moderate income households. Under the direction of the Blaine County Housing Authority Board of Commissioners, Ketchum will perform the Scope of Services, as attached hereto as Exhibit A.

4. Pursuant to Idaho Code § 31-4204 BCHA is empowered to enter into contracts and take such steps as are reasonably necessary to fulfill the authority’s statutory mission.

5. Pursuant to Idaho Code § 67-2332 the Parties are empowered to enter into interagency contracts.

6. Ketchum has appropriated funds for the staffing administration of the proposed scope of services. Ketchum will seek a contract for services agreement with Blaine County to ensure matching funds.

NOW, THEREFORE, the Parties agree as follows:

**1. SERVICES RECEIVED.** Ketchum agrees to provide to BCHA the services and products described in the Scope of Services, attached as Exhibit A.

**2. TERM.** The term of this Agreement shall commence on September \_\_, 2023 and shall terminate when either party provides a sixty (60) day notice of no-fault termination of contract.

**3. PAYMENT OF BCHA CONTRACTORS.** The BCHA Board has entered into contracts for services with independent contractors to provide specific duties and services for the Board. The City of

Ketchum agrees to pay invoices from these contractors until the Board terminates their services. This amount may not exceed \$45,000 in fiscal year 2023 unless extended by the parties.

**4. COORDINATION.** Ketchum will coordinate and collaborate with BCHA contractors and the BOARD to facilitate training of Ketchum housing staff on BCHA programs.

**5. REPORTING.** Ketchum shall update the BCHA Board monthly during the BCHA Board’s regularly scheduled meetings with respect to how each identified service in Exhibit A is being performed.

**6. NOTICES.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator	Board Chair
City of Ketchum	BCHA
Post Office Box 2315	Post Office Box 4045
Ketchum, ID 83340	Ketchum, ID 83340

**7. EQUAL EMPLOYMENT OPPORTUNITY.** The Parties covenant and agree that they shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

**8. TERMINATION.** Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon sixty (60) days written notice to the other for any reason or no reason. In addition, the Parties agree that in the event Ketchum fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and upon default that BCHA shall have the power to terminate this Agreement upon two (2) days’ written notice. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days’ written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

**9. INDEPENDENT CONTRACTOR.** Ketchum performs the Services hereunder solely and exclusively as an independent contractor. Ketchum is not an employee, servant, agent, or joint venture of BCHA. Ketchum will determine the legal means by which it accomplishes the work specified by this Agreement. This Agreement shall not be construed to create or establish any employee-employee relationship between BCHA and Ketchum or make Ketchum employees eligible for any BCHA employment benefits. Ketchum is solely responsible for the supervision of Ketchum staff and for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

**10. INSURANCE.** Each party will carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence;
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	\$2,000,000.00 aggregate.
Commercial Auto	\$1,000,000.00
Professional Liability	\$1,000,000.00
Worker's Compensation	As required by the State of Idaho, and not less than \$1,000,000.00

Proof of said insurance shall be provided upon request. Each policy of insurance required shall provide for no less than thirty-day advance notice prior to cancellation.

**10. NONASSIGNMENT.** This Agreement, in whole or in part, shall not be assigned or transferred to any other party except upon the prior written consent and approval of the governing board of both Parties.

**11. SOLE RESPONSIBILITY.** Each Party will be solely responsible and liable with respect to its own actions taken and obligations made pursuant to this Agreement.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

**13. SUCCESSION.** This Agreement shall be binding upon all successors in interest of either party hereto.

**14. LAW OF IDAHO.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY

CITY OF KETCHUM

By

By

\_\_\_\_\_  
Keith Perry  
Chair

\_\_\_\_\_  
Neil Bradshaw  
Mayor

ATTEST

By

---

ATTEST:

By

---

Trent Donat  
City Clerk

**EXHIBIT A**  
**Blaine County Housing Authority**  
**Scope of Services | October 2023**

**Goal:** *Provide staffing, administrative and program services to the Blaine County Housing Authority Board.*

Administration

Tasks to Be Completed no later than January 1, 2023, or earlier as stated.

- Recruit and hire a BCHA Program Administrator, create and manage a 90-day work plan in coordination with BCHA independent contractors and facilitate training.
- Evaluation and consolidate BCHA Teamshare files containing 15 years of documents; eliminate duplicate files and create a new filing system with Program Administrator.
- Adopt and implement a customer relationship management system to maintain clear documentation of communication and tasks.

Ongoing

- Update BCHA website and social media.
- Provide clerical support, including managing board meetings, agenda, notice, and minutes.
- Provide finance support by (a) routinely monitoring, managing, and controlling program and office expenditures and (b) collecting rents and (c) managing invoices for work orders.
- Administer human resources, such as benefits, pay, and conflict resolution.
- Administer communications, including newsletters, social media, and interviews.
- Administer technology for staff and Hailey office, printers, and computers.

Establish a housing navigation system for providing resources, services, and housing application assistance

Ongoing

- Maintain and manage infrastructure and relationships for coordinated entry into housing, such as by developing a common pre-application.
- Maintain a database on waiting lists for affordable housing.
- Provide housing counseling and financial services. Manage and annually update county-wide resource guide.
- Train case workers on housing application processes, fair housing, conflict resolution, application processes, and other resources.

Steward and expand deed-restricted homes, including on-going compliance

- Work with BCHA Contractors to Maintain an accurate, up-to-date, database of qualified applicants.
- Refer eligible applicants to developers and landlords. Provide data to jurisdictions as requested.
- Work with BCHA Contractors to monitor and enforce compliance of deed-restrictions and policies/guidelines.
- Improve and clarify processes.

Serve as the single source of housing data, housing needs, housing lists to support data-driven decisions

- Collect quantitative and qualitative data, including BCHA database, census data, building trends, housing costs, and resident feedback on needs, preferences, and initiatives.
- Enhance Ketchum's Housing Department's countywide needs assessment.
- Analyze and distribute findings in accessible format with visual and written representations.

Develop community education to build understanding of needs.

- Develop shared messaging and materials to build understanding of continuum of local housing needs and intersection of housing and other areas.
- Share about existing programs and identify innovative programs for consideration and learning.
- Translate and distribute materials through speaker series, training, and accessible communications.

Increase collaboration and communication among housing- and service-providers



- Shift hosting duties of quarterly implementation partner meetings from City of Ketchum to Blaine County Housing Authority.

Recommend policies to promote housing supply and access.

- Develop and recommend policies which will increase the supply of affordable housing options, such as through code and process changes.
- Develop and recommend policies which will increase access to affordable housing options and stability of residents
- Identify and advocate for state- and federal-level policy changes.
- Review the BCHA Community Housing Guidelines/Policies annually.

Implement Emergency and Transitional Housing Plan

- Hire Housing Stability Manager to undertake these responsibilities and the Housing Navigation System.
- Master lease RV spots and assist in winterizing.
- Master lease a motel from November to April.
- Launch a community-wide funding campaign.



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

*"I move approval of first, second and third reading by title only of Ordinance #1252."*

**Reasons for Recommendation:**

State statute establishes requirements for amending the budget in Section 50-1003.

**Policy Analysis and Background (non-consent items only):**

Adjustments occurred in the following funds:  
Development Trusts, Local Option Tax Fund; Local Option Tax Additional 1% Fund.

**Sustainability Impact:**

n/a

**Financial Impact:**

FY2023 Amended Expenditures	\$855,500
FY2023 Amended Revenue	\$855,500

**Attachments:**

1. FY2023 Amended Budget Ordinance #1252

**ORDINANCE NO. 1252**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1238 and 1250, THE AMENDED ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO; AND PROVIDING AND EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:

SECTION 1. The Ordinance Number 1252 the Amended Annual Appropriation Ordinance for the city of Ketchum, Idaho, for the fiscal year commencing October 1, 2022, and ending September 30, 2023, be hereby amended as follows:

<b>EXPENDITURES</b>	<b>ADOPTED FY 2022-2023</b>	<b>REVISED FY 2022-2023</b>	<b>PROPOSED ADJUSTMENT</b>
Developmental Trust Fund	250,000	793,216	543,216
Original LOT Fund	3,637,935	3,662,935	25,000
Additional 1%-LOT Fund	3,671,147	3,958,431	287,284
		<b>TOTAL</b>	<b>855,500</b>

That the additional sum be appropriated out of the revenues received from:

<b>REVENUES</b>	<b>ADOPTED FY 2022-2023</b>	<b>REVISED FY 2022-2023</b>	<b>PROPOSED ADJUSTMENT</b>
Developmental Trust Fund	250,000	793,216	543,216
Original LOT Fund	3,637,935	3,662,935	25,000
Additional 1%-LOT Fund	3,671,147	3,958,431	287,284
		<b>TOTAL</b>	<b>855,500</b>

Section 2. This Ordinance shall be in full force and effect from after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Ketchum, Idaho, this 16<sup>th</sup> day of October.

\_\_\_\_\_  
NEIL BRADSHAW, MAYOR

ATTEST:

\_\_\_\_\_  
TRENT DONAT, CITY CLERK

Publish: Idaho Mountain Express  
October 25, 2023



City of Ketchum

**PROCUREMENT MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve not to exceed amount of \$64,000 for the purchase of the 2024 F-150 Lightning Electric Vehicle and accompanying charging infrastructure.

OR

I move to approve the not to exceed amount of \$42,000 for the purchase of the 2023 F-150 Gas Vehicle.

Summary of Procurement Process:

Bidder	Bid Price
Mountain Home Auto Ranch	\$60,931
Piggybacked off City of Boise Contract	
Ford Charger Station Pro	\$1,310
Mountain Home Auto Ranch	\$41,803
Piggybacked off City of Boise Contract	

Low Bid Contractor	Bid Price	Budget Account/Number
Mountain Home Auto Ranch	See Above	CIP Line-Item 67-4350-7813

Background (if necessary):

- Discussion based on Council’s direction to move to a more sustainable and environmentally friendly fleet.
- Purchase of Ford Lightning Electric Vehicle would demonstrate commitment and leadership by City government to reach sustainability goals.
- Marketplace, infrastructure, and availability have reached a tipping point in favor of this technology.
- Will continue to explore possible federal incentives/grants to offset costs.
- Wastewater Department will use the new truck to replace the 2001 GMC pickup of the Collections Supervisor. Daily use includes line locates, service connection inspections, mainline video inspections, customer service calls, and general utility activities.

Analysis and Background:

**Ford F-150 Lightning Electric Vehicle**

<p><b><u>PROS</u></b></p> <ul style="list-style-type: none"> <li>• City Sustainability Goals</li> <li>• Environmental Leadership</li> <li>• Zero Emissions</li> <li>• Lower energy (fuel) costs</li> <li>• Lower ongoing maintenance costs</li> <li>• Software upgrades to ensure up to date systems</li> <li>• Data driven decisions used for fleet productivity and visibility</li> <li>• 400 lbs. of extra, waterproof cargo space with “frunk”</li> <li>• Onboard Pro Power Source – 9.6 kW for wastewater cameras and tools needed for daily workload vs. carrying a generator</li> <li>• Warranty – 3-year/36,000-mile bumper-to-bumper warranty and 5-year/60,000-mile powertrain warranty, PLUS 8-year/100,000-mile Electric Vehicle Component – retaining a minimum of 70% of battery’s original capacity over the period.</li> <li>• Time savings (no waiting to refuel at gas station)</li> <li>• Truck could be used for “on-call” commuter vehicle to save on gas.</li> <li>• 2024 Model Year</li> </ul>	<p><b><u>CONS</u></b></p> <ul style="list-style-type: none"> <li>• Higher upfront purchase costs</li> <li>• Higher upfront infrastructure costs</li> <li>• Winter weather affects battery range</li> <li>• Reduced driving range vs. gas model</li> <li>• Lack of driving range while towing</li> <li>• Order Time/Delivery window: In 6 to 8 Weeks up to 12 months or more</li> </ul>
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**Ford F-150 Gas Vehicle**

<p><b><u>PROS</u></b></p> <ul style="list-style-type: none"> <li>• Available NOW</li> <li>• Lower upfront purchase costs</li> <li>• Sales leader for decades</li> <li>• Proven name and reliability</li> <li>• No winter climate penalties</li> <li>• Warranty – 3-year/36,000-mile bumper-to-bumper warranty and 5-year/60,000-mile powertrain warranty</li> </ul>	<p><b><u>CONS</u></b></p> <ul style="list-style-type: none"> <li>• Higher ongoing maintenance costs</li> <li>• Higher energy (fuel) costs</li> <li>• Environmentally disadvantaged</li> <li>• 2023 Model Year</li> </ul>
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Sustainability Impact:

None OR state impact here:

- Zero emissions, lower energy costs, and environmental/climate friendly.

Attachments:

1. Mountain Home Auto Ranch Quote – 2023 F-150 Gas
2. Mountain Home Auto Ranch Quote – 2024 F-150 Lightning Electric
3. Ford F-150 Lightning – Charging Options and Estimated Charge Times
4. Links to Ford vehicle information, reviews, and cost comparisons.



**G R O U P**

**FLEET**

**OUT THE DOOR QUOTE FROM MOUNTAIN HOME AUTO RANCH**

MODEL	MAKE	YEAR
F-150 CREW 4X4 XL 157 WB	FORD	2023
FLEET BASE PRICING	\$	41,246.00
OPTIONS	\$	(9.00)
STATE ADMIN FEE	\$	566.00
Your Price	\$	41,803.00

PURCHASER: CITY OF KETCHUM  
**PIGGYBACKED OFF OF:** CITY OF BOISE CONTRACT

Vernon 'Butch' Wade

208-249-1330 Cell

Email: [vernonwade@msn.com](mailto:vernonwade@msn.com)

OKAY TO ORDER PER SPECS

NUMBER OF UNTIS

CONTACT TRENT DONAT

PHONE NUMBER 208-806-7010

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 6.5' Box (✔ Complete)

**Selected Model and Options**

**MODEL**

CODE	MODEL	Invoice
W1E	2023 Ford F-150 XL 4WD SuperCrew 6.5' Box	\$46,260.00

**COLORS**

CODE	DESCRIPTION
YZ	Oxford White

**ENGINE**

CODE	DESCRIPTION	Invoice
998	Engine: 3.5L V6 EcoBoost -inc: auto start-stop technology	\$674.00

**TRANSMISSION**

CODE	DESCRIPTION	Invoice
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)	\$0.00

**OPTION PACKAGE**

CODE	DESCRIPTION	Invoice
101A	Equipment Group 101A Standard *CREDIT*	(\$683.00)

**AXLE RATIO**

CODE	DESCRIPTION	Invoice
X27	3.31 Axle Ratio (STD)	\$0.00

**WHEELS**

CODE	DESCRIPTION	Invoice
64C	Wheels: 17" Silver Steel (STD)	\$0.00

**TIRES**

CODE	DESCRIPTION	Invoice
—	Tires: 265/70R17 BSW A/T (STD)	\$0.00

**PRIMARY PAINT**

CODE	DESCRIPTION	Invoice
YZ	Oxford White	\$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 20660, Data updated Oct 9, 2023 7:57:00 PM PDT

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 6.5' Box (  Complete )

**SEAT TYPE**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>Invoice</b>
CS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest	\$0.00
<b>Options Total</b>		<b>(\$9.00)</b>

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 20660, Data updated Oct 9, 2023 7:57:00 PM PDT



Dealer-Net Invoice	Mfg's Dest. Charge	Mfg's Gov't. Bid Assistance	AREA A Dealer's Margin	AREA B Dealer's Margin	AREA C Dealer's Margin	AREA A Final Cost	AREA B Final Cost
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*State 2024*

Item	Model Code	Model Year	Fuel
F-3	MIDSIZE SEDAN		
F-4			

Item	Model Code	Model Year	Fuel
F-6	FULL SIZE		
F-7			

Item	Model Code	Model Year	Fuel
F-8	SPORTS UTILITY VEHICLE (SUV)		
F-9			
F-10			
F-11			
F-12			
F-13			
F-14			
F-15			
F-16			
F-17			
F-18			
F-19			

Item	Model Code	Model Year	Fuel
F-20	TRUCKS - 1500 SERIES		
F-21			
F-22			
F-23			
F-24			
F-25			
F-26			
F-27			
F-28			
F-29			
F-30			
F-31			
F-32			
F-33			
F-34			
F-35			

Item	Model Code	Model Year	Fuel
F-36	TRUCKS - 2500 SERIES		
F-37			
F-38			
F-39			
F-40			
F-41			
F-42			
F-43			
F-44			
F-45			

Item	Model Code	Model Year	Fuel
F-20	F-150 2WD Reg Cab 122" XL	2024	Flex Fuel
F-21	F-150 2WD Reg Cab 141" XL	2024	Flex Fuel
F-22	F-150 2WD Supercab 145" XL	2024	Flex Fuel
F-23	F-150 2WD Supercab 169" XL	2024	N/A
F-24			
F-25			
F-26	F-150 2WD Supercrew 145" XL	2024	Flex Fuel
F-27	F-150 2WD Supercrew 157" XL	2024	N/A
F-28	F-150 4WD Reg Cab 122" XL	2024	Flex Fuel
F-29	F-150 4WD Reg Cab 141" XL	2024	Flex Fuel
F-30	F-150 4WD Supercab 145" XL	2024	Flex Fuel
F-31	F-150 4WD Supercab 169" XL	2024	N/A
F-32	F-150 4WD Supercrew 145" XL Lightning	2024	Electric
F-33			
F-34	F-150 4WD Supercrew 145" XL	2024	Flex Fuel
F-35	F-150 4WD Supercrew 157" XL	2024	Flex Fuel

Item	Model Code	Model Year	Fuel
F-36	F-250 2WD Reg Cab 142" XL	2024	Gas
F-37	F-250 2WD Supercab 148" XL	2024	Gas
F-38	F-250 2WD Supercab 164" XL	2024	Gas
F-39	F-250 2WD Crew Cab 160" XL	2024	Gas
F-40	F-250 2WD Crew Cab 176" XL	2024	Gas
F-41	F-250 4WD Reg Cab 142" XL	2024	Gas
F-42	F-250 4WD Supercab 148" XL	2024	Gas
F-43	F-250 4WD Supercab 164" XL	2024	Gas
F-44	F-250 4WD Crew Cab 160" XL	2024	Gas
F-45	F-250 4WD Crew Cab 176" XL	2024	Gas

Dealer-Net Invoice	Mfg's Dest. Charge	Mfg's Gov't. Bid Assistance	AREA A Dealer's Margin	AREA B Dealer's Margin	AREA C Dealer's Margin	AREA A Final Cost	AREA B Final Cost
\$ 39,901.00	\$ 1,995.00	\$ 1,000.00	\$ 1,125.00	\$ 125.00		\$ 42,021.00	\$ 41,021.00
\$ 42,009.00	\$ 1,995.00	\$ 1,000.00	\$ 1,125.00	\$ 125.00		\$ 44,129.00	\$ 43,129.00
\$ 42,190.00	\$ 1,995.00	\$ 1,000.00	\$ 1,125.00	\$ 125.00		\$ 44,310.00	\$ 43,310.00
\$ 43,322.00	\$ 1,995.00	\$ 1,000.00	\$ 1,125.00	\$ 125.00		\$ 45,442.00	\$ 44,442.00
\$ 43,503.00	\$ 1,995.00	\$ 1,000.00	\$ 1,125.00	\$ 125.00		\$ 45,623.00	\$ 44,623.00
\$ 42,420.00	\$ 1,995.00	\$ 1,000.00	\$ 1,125.00	\$ 125.00		\$ 44,540.00	\$ 43,540.00
\$ 44,526.00	\$ 1,995.00	\$ 1,000.00	\$ 1,125.00	\$ 125.00		\$ 46,646.00	\$ 45,646.00
\$ 42,717.00	\$ 1,995.00	\$ 1,000.00	\$ 1,125.00	\$ 125.00		\$ 46,837.00	\$ 45,837.00
\$ 45,869.00	\$ 1,995.00	\$ 1,000.00	\$ 1,125.00	\$ 125.00		\$ 47,999.00	\$ 46,999.00
\$ 46,038.00	\$ 1,995.00	\$ 1,000.00	\$ 1,125.00	\$ 125.00		\$ 48,158.00	\$ 47,158.00

State 2023

Dealer-Net Invoice	Mfg's Dest. Charge	Mfg's Gov't. Bid Assistance	AREA A Dealer's Margin	AREA B Dealer's Margin	AREA C Dealer's Margin	AREA A Final Cost	AREA B Final Cost
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Item	MIDSIZE SEDAN	Model Code	Model Year	Fuel
F-3				
F-4				

Item	FULL SIZE	Model Code	Model Year	Fuel
F-6				
F-7				

Item	SPORTS UTILITY VEHICLE (SUV)	Model Code	Model Year	Fuel
F-8				
F-9	Edge 4dr SE AWD	K4G	2023	Gas
F-10				
F-11	Escape FWD 4dr S	U0F	2023	Gas
F-12	Escape AWD 4dr SE	U9G	2023	Gas
F-13	Explorer FWD 4dr Base	K7B	2023	Gas
F-14	Explorer AWD 4dr Base	K8B	2023	Gas
F-15	Expedition AWD 4dr XL	U1F	2023	Gas
F-16	Expedition AWD 4dr XL	U1G	2023	Gas
F-17				
F-18				
F-19	Ecosport S AWD	S3F	2023	Gas

Item	TRUCKS - 1500 SERIES	Model Code	Model Year	Fuel	Dealer-Net Invoice	Mfg's Dest. Charge	Mfg's Gov't. Bid Assistance	AREA A Dealer's Margin	AREA B Dealer's Margin	AREA C Dealer's Margin	AREA A Final Cost	AREA B Final Cost
F-156	Ranger 2WD Super Cab XL 6 Box	R1E	2023	Gas	\$ 24,016.00	\$ 1,495.00	\$ 1,500.00	\$ 1,125.00	\$ 125.00		\$ 25,136.00	\$ 24,136.00
F-157	Ranger 4WD Super Cab XL 6 Box	R1F	2023	Gas	\$ 27,379.00	\$ 1,495.00	\$ 1,500.00	\$ 1,125.00	\$ 125.00		\$ 28,499.00	\$ 27,499.00
F-158	Ranger 2WD Crew Cab XL S Box	R4E	2023	Gas	\$ 26,032.00	\$ 1,495.00	\$ 1,500.00	\$ 1,125.00	\$ 125.00		\$ 27,152.00	\$ 26,152.00
F-159	Ranger 4WD Crew Cab XL S Box	R4F	2023	Gas	\$ 29,395.00	\$ 1,495.00	\$ 1,500.00	\$ 1,125.00	\$ 125.00		\$ 30,515.00	\$ 29,515.00

Item	TRUCKS - 1500 SERIES	Model Code	Model Year	Fuel	Dealer-Net Invoice	Mfg's Dest. Charge	Mfg's Gov't. Bid Assistance	AREA A Dealer's Margin	AREA B Dealer's Margin	AREA C Dealer's Margin	AREA A Final Cost	AREA B Final Cost
F-20	F-150 2WD Reg Cab 122" XL	F1C	2023	Flex Fuel	\$ 30,467.00	\$ 1,795.00	\$ 4,000.00	\$ 1,125.00	\$ 125.00		\$ 29,387.00	\$ 28,387.00
F-21	F-150 2WD Reg Cab 141" XL	F1C	2023	Flex Fuel	\$ 30,739.00	\$ 1,795.00	\$ 4,000.00	\$ 1,125.00	\$ 125.00		\$ 29,659.00	\$ 28,659.00
F-22	F-150 2WD Supercab 145" XL	X1C	2023	Flex Fuel	\$ 34,651.00	\$ 1,795.00	\$ 4,000.00	\$ 1,125.00	\$ 125.00		\$ 33,571.00	\$ 32,571.00
F-23	F-150 2WD Supercab 163" XL	X1C	2023	Gas	\$ 35,917.00	\$ 1,795.00	\$ 4,000.00	\$ 1,125.00	\$ 125.00		\$ 34,837.00	\$ 33,837.00
F-24												
F-25												
F-26	F-150 2WD Supercrew 145" XL	W1C	2023	Flex Fuel	\$ 36,770.00	\$ 1,795.00	\$ 4,000.00	\$ 1,125.00	\$ 125.00		\$ 35,690.00	\$ 34,690.00
F-27	F-150 2WD Supercrew 157" XL	W1C	2023	Flex Fuel	\$ 38,040.00	\$ 1,795.00	\$ 4,000.00	\$ 1,125.00	\$ 125.00		\$ 36,960.00	\$ 35,960.00
F-28	F-150 4WD Reg Cab 122" XL	F1E	2023	Flex Fuel	\$ 35,017.00	\$ 1,795.00	\$ 4,000.00	\$ 1,125.00	\$ 125.00		\$ 33,937.00	\$ 32,937.00
F-29	F-150 4WD Reg Cab 141" XL	F1E	2023	Flex Fuel	\$ 35,288.00	\$ 1,795.00	\$ 4,000.00	\$ 1,125.00	\$ 125.00		\$ 34,208.00	\$ 33,208.00
F-30	F-150 4WD Supercab 145" XL	X1E	2023	Flex Fuel	\$ 38,143.00	\$ 1,795.00	\$ 4,000.00	\$ 1,125.00	\$ 125.00		\$ 37,063.00	\$ 36,063.00
F-31	F-150 4WD Supercab 163" XL	X1E	2023	Flex Fuel	\$ 40,654.00	\$ 1,795.00	\$ 4,000.00	\$ 1,125.00	\$ 125.00		\$ 39,574.00	\$ 38,574.00
F-32	F-150 4WD Supercrew 145" XL Lightning											
F-33												
F-34	F-150 AWD Supercrew 145" XL	W1E	2023	Flex Fuel	\$ 40,289.00	\$ 1,795.00	\$ 4,000.00	\$ 1,125.00	\$ 125.00		\$ 39,209.00	\$ 38,209.00
F-35	F-150 AWD Supercrew 157" XL	W1E	2023	Flex Fuel	\$ 42,846.00	\$ 1,795.00	\$ 4,000.00	\$ 1,125.00	\$ 125.00		\$ 41,766.00	\$ 40,766.00

Item	TRUCKS - 2500 SERIES	Model Code	Model Year	Fuel	Dealer-Net Invoice	Mfg's Dest. Charge	Mfg's Gov't. Bid Assistance	AREA A Dealer's Margin	AREA B Dealer's Margin	AREA C Dealer's Margin	AREA A Final Cost	AREA B Final Cost
F-36	Super Duty F-250 2WD Reg Cab 142" XL	F2A	2023	Gas								
F-37	Super Duty F-250 2WD Supercab 148" XL	X2A	2023	Gas								
F-38	Super Duty F-250 2WD Supercab 164" XL	X2A	2023	Gas								
F-39	Super Duty F-250 2WD Crew Cab 160" XL	W2A	2023	Gas								
F-40	Super Duty F-250 2WD Crew Cab 176" XL	W2A	2023	Gas								
F-41	Super Duty F-250 4WD Reg Cab 142" XL	F2B	2023	Gas								
F-42	Super Duty F-250 4WD Supercab 148" XL	X2B	2023	Gas								
F-43	Super Duty F-250 4WD Supercab 164" XL	X2B	2023	Gas								
F-44	Super Duty F-250 4WD Crew Cab 160" XL	W2B	2023	Gas								
F-45	Super Duty F-250 4WD Crew Cab 176" XL	W2B	2023	Gas								

Boise 2024

1/2 ton Pickups										1/2 ton Pickups									
FP-1	F150 2WD Reg. Cab 6.5' Box 122" WB	XL	F1K	2024	\$34,075.00					2023	\$28,959.00								
FP-2	F150 2WD Reg. Cab 8' Box 141" WB	XL	F1K	2024	\$34,347.00					2023	\$33,950.00								
FP-3	F150 4WD Reg Cab 6.5' Box 122" WB	XL	F1L	2024	\$38,626.00					2023	\$33,506.00								
FP-4	F150 4WD Reg Cab 8' Box 141" WB	XL	F1L	2024	\$38,898.00					2023	\$37,321.00								
FP-5	F150 2WD SuperCab 6.5' Box 145" WB	XL	X1K	2024	\$37,259.00					2023	\$34,133.00								
FP-6	F150 4WD SuperCab 6.5' Box 145" WB	XL	X1L	2024	\$40,707.00					2023	\$37,807.00								
FP-7	F150 2WD SuperCab 6.5' Box 145" WB	STX	X2K	2024	\$38,813.00					2023	\$38,874.00								
FP-8	F150 4WD SuperCab 6.5' Box 145" WB	STX	X2L	2024	\$43,261.00					2023	\$42,439.00								
FP-9	F150 2WD SuperCab 6.5' Box 145" WB	XLT	X3K	2024	\$42,150.00					2023	\$28,687.00								
FP-10	F150 4WD SuperCab 6.5' Box 145" WB	XLT	X3L	2024	\$45,523.00					2023	\$33,689.00								
FP-11	F150 2WD SuperCrew 5.5' Box 145" WB	XL	W1K	2024	\$38,378.00					2023	\$33,227.00								
FP-12	F150 4WD SuperCrew 5.5' Box 145" WB	XL	W1L	2024	\$41,899.00					2023	\$37,050.00								
FP-13	F150 4WD SuperCrew 6.5' Box 157" WB	XL	W1L	2024	\$43,562.00					2023	\$40,337.00								
FP-14	F150 2WD SuperCrew 5.5' Box 145" WB	STX	W2K	2024	\$40,922.00					2023	\$36,582.00								
FP-15	F150 4WD SuperCrew 5.5' Box 145" WB	STX	W2L	2024	\$44,453.00					2023	\$36,601.00								
FP-16	F150 2WD SuperCrew 5.5' Box 145" WB	XLT	W3K	2024	\$43,246.00					2023	\$39,935.00								
FP-17	F150 4WD SuperCrew 5.5' Box 145" WB	XLT	W3L	2024	\$46,671.00					2023	\$36,439.00								
FP-18	F150 4WD SuperCrew 6.5' Box 157" WB	XLT	W3L	2024	\$48,259.00					2023	\$39,892.00								
FP-19																			
FP-20										2023	\$38,509.00								
FP-21										2023	\$42,307.00								
FP-22																			
FP-23																			
FP-24																			
FP-25										2023	\$41,246.00								
FP-26										2023	\$44,592.00								
FP-27										2023									
FP-28										2023									
FP-29	F150 4WD SuperCrew 5.5' Box 145" WB Lightning EV	PRO	W1B	2024	\$45,741.00					2023	\$41,893.00								
FP-30	F150 4WD SuperCrew 5.5' Box 145" WB Lightning EV	XLT	W3L	2024	\$50,535.00					2023	\$54,049.00								
FP-31	F150 4WD SuperCrew 5.5' Box 145" WB Lightning EV	LARIAT	W5L	2024	\$69,985.00					2023	\$68,637.00								
FP-32	F150 4WD SuperCrew 5.5' Box 145" WB Lightning EV	PLATINUM	W7L	2024	\$82,141.00					2023	\$89,188.00								
Non-Hybrid Powertrain and Hybrid Powertrain carry different Factory Discount Incentives. Please use the specified Hybrid Line when ordering the Hybrid powertrain.																			
3/4 ton Pickups										3/4 ton Pickups									
FP-33	F250 2WD Reg Cab 8' Box 142" WB	XL	F2A	2024	\$41,373.00					2023	\$40,298.00								
FP-34	F250 2WD Reg Cab 8' Box 142" WB	XLT	F2A	2024	N/A					2023	N/A								
FP-35	F250 4WD Reg Cab 8' Box 142" WB	XL	F2B	2024	\$43,892.00					2023	\$42,816.00								
FP-36	F250 4WD Reg Cab 8' Box 142" WB	XLT	F2B	2024	\$46,911.00					2023	\$45,835.00								
FP-37	F250 2WD SuperCab 6.75' Box 148" WB	XL	X2A	2024	\$43,481.00					2023	\$42,406.00								
FP-38	F250 2WD SuperCab 6.75' Box 148" WB	XLT	X2A	2024	N/A					2023	N/A								
FP-39	F250 2WD SuperCab 8' Box 164" WB	XL	X2A	2024	\$43,652.00					2023	\$42,586.00								
FP-40	F250 2WD SuperCab 8' Box 164" WB	XLT	X2A	2024	N/A					2023	N/A								
FP-41	F250 4WD SuperCab 6.75' Box 148" WB	XL	X2B	2024	\$45,998.00					2023	\$44,932.00								
FP-42	F250 4WD SuperCab 6.75' Box 148" WB	XLT	X2B	2024	\$49,302.00					2023	\$48,226.00								

Boise 7023

1/2 ton Pickups		1/2 ton Pickups		1/2 ton Pickups		3/4 ton Pickups		3/4 ton Pickups	
FP-1	F150 2WD Reg Cab 8' Box 141" WB	XL	F1C	2023	\$28,959.00	BUILT OUT 8/12/22	2022	\$23,242.00	1/
FP-2	F150 2WD Reg Cab 8' Box 141" WB	XLT	F1C	2023	\$33,950.00	BUILT OUT 8/12/22	2022	\$27,974.00	196
FP-3	F150 4WD Reg Cab 8' Box 141" WB	XL	F1E	2023	\$33,506.00	BUILT OUT 8/12/22	2022	\$26,787.00	
FP-4	F150 4WD Reg Cab 8' Box 141" WB	XLT	F1E	2023	\$37,321.00	BUILT OUT 8/12/22	2022	\$30,352.00	
FP-5	F150 2WD SuperCab 8' Box 143" WB	XL	X1C	2023	\$34,133.00	BUILT OUT 8/12/22	2022	\$25,585.00	
FP-6	F150 2WD SuperCab 8' Box 143" WB	XLT	X1C	2023	\$37,807.00	BUILT OUT 8/12/22	2022	\$29,189.00	
FP-7	F150 4WD SuperCab 8' Box 143" WB	XL	X1E	2023	\$38,874.00	BUILT OUT 8/12/22	2022	\$28,290.00	
FP-8	F150 4WD SuperCab 8' Box 143" WB	XLT	X1E	2023	\$42,439.00	BUILT OUT 8/12/22	2022	\$31,807.00	
FP-9	F150 2WD Reg Cab 6.5' Box 122" WB	XL	F1C	2023	\$28,687.00	BUILT OUT 8/12/22	2022	\$22,974.00	
FP-10	F150 2WD Reg Cab 6.5' Box 122" WB	XLT	F1C	2023	\$33,689.00	BUILT OUT 8/12/22	2022	\$27,712.00	
FP-11	F150 4WD Reg Cab 6.5' Box 122" WB	XL	F1E	2023	\$33,227.00	BUILT OUT 8/12/22	2022	\$26,519.00	
FP-12	F150 4WD Reg Cab 6.5' Box 122" WB	XLT	F1E	2023	\$37,050.00	BUILT OUT 8/12/22	2022	\$30,101.00	
FP-13	F150 2WD SuperCab 6.5' Box 145" WB	XL	X1C	2023	\$32,871.00	BUILT OUT 8/12/22	2022	\$24,420.00	
FP-14	F150 2WD SuperCab 6.5' Box 145" WB	XLT	X1C	2023	\$36,582.00	BUILT OUT 8/12/22	2022	\$28,051.00	
FP-15	F150 4WD SuperCab 6.5' Box 145" WB	XL	X1E	2023	\$36,601.00	BUILT OUT 8/12/22	2022	\$26,081.00	
FP-16	F150 4WD SuperCab 6.5' Box 145" WB	XLT	X1E	2023	\$39,935.00	BUILT OUT 8/12/22	2022	\$30,940.00	
FP-17	F150 2WD SuperCrew 6.5' Box 157" WB Non-Hybrid Powertrain	XL	W1C	2023	\$36,439.00	BUILT OUT 8/12/22	2022	\$28,620.00	
FP-18	F150 2WD SuperCrew 6.5' Box 157" WB Non-Hybrid Powertrain	XLT	W1C	2023	\$39,892.00	BUILT OUT 8/12/22	2022	\$31,040.00	
FP-19	F150 2WD SuperCrew 6.5' Box 157" WB Hybrid	XL	W1C				2022	\$33,566.00	
FP-20	F150 2WD SuperCrew 6.5' Box 157" WB Hybrid	XLT	W1C				2022	\$35,986.00	
FP-21	F150 4WD SuperCrew 5.5' Box 145" WB Non-Hybrid Powertrain	XL	W1E	2023	\$38,509.00	BUILT OUT 8/12/22	2022	\$29,582.00	
FP-22	F150 4WD SuperCrew 5.5' Box 145" WB Non-Hybrid Powertrain	XLT	W1E	2023	\$42,307.00	BUILT OUT 8/12/22	2022	\$31,946.00	
FP-23	F150 4WD SuperCrew 5.5' Box 145" WB Hybrid	XL	W1E				2022	\$35,759.00	
FP-24	F150 4WD SuperCrew 5.5' Box 145" WB Hybrid	XLT	W1E				2022	\$38,123.00	
FP-25	F150 4WD SuperCrew 6.5' Box 157" WB Non-Hybrid Powertrain	XL	W1E	2023	\$41,246.00	BUILT OUT 8/12/22	2022	\$31,796.00	
FP-26	F150 4WD SuperCrew 6.5' Box 157" WB Non-Hybrid Powertrain	XLT	W1E	2023	\$44,592.00	BUILT OUT 8/12/22	2022	\$34,119.00	
FP-27	F150 4WD SuperCrew 6.5' Box 157" WB Hybrid	XL	W1E	2023			2022	\$36,252.00	
FP-28	F150 4WD SuperCrew 6.5' Box 157" WB Hybrid	XLT	W1E	2023			2022	\$38,575.00	
FP-29	F150 4WD SuperCrew 5.5' Box 145" WB Lightning EV	PRO	W1E	2023	\$41,893.00	BUILT OUT			
FP-30	F150 4WD SuperCrew 5.5' Box 145" WB Lightning EV	XLT	W1E	2023	\$54,049.00	BUILT OUT			
FP-31	F150 4WD SuperCrew 5.5' Box 145" WB Lightning EV	LARIAT	W1E	2023	\$68,637.00	BUILT OUT			
FP-32	F150 4WD SuperCrew 5.5' Box 145" WB Lightning EV	PLATINUM	W1E	2023	\$89,188.00	BUILT OUT			
* Non-Hybrid Powertrain and Hybrid Powertrain carry different factory Discount Incentives. Please use the specified Hybrid Line when ordering the Hybrid powertrain.									
3/4 ton Pickups		3/4 ton Pickups		3/4 ton Pickups		3/4 ton Pickups		3/4 ton Pickups	
FP-33	F250 2WD Reg Cab 8' Box 142" WB	XL	F2A	2023			2022	\$24,166.00	
FP-34	F250 2WD Reg Cab 8' Box 142" WB	XLT	F2A	2023			2022	\$28,359.00	
FP-35	F250 4WD Reg Cab 8' Box 142" WB	XL	F2B	2023			2022	\$26,641.00	
FP-36	F250 4WD Reg Cab 8' Box 142" WB	XLT	F2B	2023			2022	\$30,844.00	
FP-37	F250 2WD SuperCab 6.75' Box 148" WB	XL	X2A	2023			2022	\$25,538.00	
FP-38	F250 2WD SuperCab 6.75' Box 148" WB	XLT	X2A	2023			2022	\$30,006.00	
FP-39	F250 2WD SuperCab 8' Box 164" WB	XL	X2A	2023			2022	\$25,715.00	
FP-40	F250 2WD SuperCab 8' Box 164" WB	XLT	X2A	2023			2022	\$30,184.00	
FP-41	F250 4WD SuperCab 6.75' Box 148" WB	XL	X2B	2023			2022	\$28,013.00	
FP-42	F250 4WD SuperCab 6.75' Box 148" WB	XLT	X2B	2023			2022	\$32,496.00	



G R O U P

**FLEET**

**OUT THE DOOR QUOTE FROM MOUNTAIN HOME AUTO RANCH**

MODEL	MAKE	YEAR
F-150 LIGHTNING	FORD	2024
FLEET BASE PRICING	\$	45,741.00
OPTIONS	\$	15,190.00
STATE ADMIN FEE	\$	-
Your Price	\$	60,931.00

PURCHASER: CITY OF KETCHUM  
**PIGGYBACKED OFF OF:** CITY OF BOISE CONTRACT

Vernon 'Butch' Wade

208-249-1330 Cell

[Email: vernonwade@msn.com](mailto:vernonwade@msn.com)

OKAY TO ORDER PER SPECS \_\_\_\_\_

NUMBER OF UNTIS \_\_\_\_\_

CONTACT TRENT DONAT

PHONE NUMBER 208-806-7010



Preview Order A500 - W1B - 4x4 Pro SuperCrew: Order Summary Time of Preview: 10/11/2023 17:02:35 Receipt: NA

Dealership Name: Mountain Home Auto Ranch

Sales Code : F56600

Dealer Rep.	VERNON WADE	Type	Fleet	Vehicle Line	F-150	Order Code	A500
Customer Name	ketchum	Priority Code	A1	Model Year	2024	Price Level	415

DESCRIPTION	INVOICE DESCRIPTION	INVOICE
F150 4X4 SUPERCREW PRO - 145	\$49995 PRO POWER ONBOARD - 9.6 KW	\$1200
145 INCH WHEELBASE	\$0 MAX TRAILER TOW PACKAGE	\$1100
TOTAL BASE VEHICLE	<del>\$48208</del> .INTEGRATED TRAILER BRAKE CONT	\$0
OXFORD WHITE	\$0 20" ALLOY DARK CARBONIZED GRAY	\$0
SSV HEAVY-DUTY CLOTH 40/CON/40	\$0 PRO SSV PACKAGE	\$145
MEDIUM DARK SLATE	\$0 .8-WAY POWER DRIVERS SEAT	\$0
EQUIPMENT GROUP 110A	\$0 LED WARNING BEACONS-AMBER*ACCY	\$650
.PRO SERIES	\$0 BEDLINER-TOUGHBED SPRAYIN*ACCY	\$595
.ZERO EMISSIONS VEHICLE	<del>\$0 SPECIAL FLEET ACCOUNT CREDIT</del>	<del>\$-1792</del>
131KWH EXT BAT-DUAL CHGR	\$11500 FUEL CHARGE	\$0
SINGLE-SPEED TRANSMISSION	\$0 PRICED DORA	\$0
275/60R20 BSW ALL-SEASON	\$0 ADVERTISING ASSESSMENT	\$0
8550# GVWR PACKAGE	\$0 DESTINATION & DELIVERY	\$2095
FRONT LICENSE PLATE BRACKET	\$0	
		<b>INVOICE</b>
TOTAL BASE AND OPTIONS		\$65488
DISCOUNTS		NA
TOTAL		\$65488

ORDERING FIN: QA497 END USER FIN: QA497

*Fleet account credit*

*Reduced IN BASE*

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

*options \$15,190<sup>000</sup>*

Customer Signature

Date

**This order has not been submitted to the order bank.**

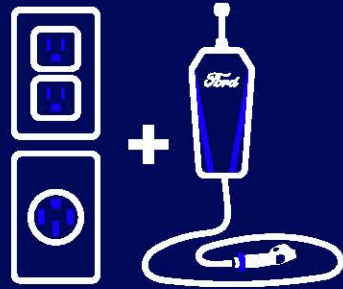
**This is not an invoice.**

# FORD F-150 LIGHTNING

## CHARGING OPTIONS AND ESTIMATED CHARGE TIMES



Estimated charge times 15% to 100% at 240 volts<sup>1</sup>



**Ford Mobile  
Charger**  
32-amp

Standard-  
Range Battery  
(targeted  
EPA-estimated  
range of 230 miles<sup>2</sup>)

**14 hours\***

Extended-  
Range Battery  
(targeted  
EPA-estimated  
range of 300 miles<sup>3</sup>)

**19 hours\***

32-amp portable AC charger runs on either a 120- or 240-volt AC wall outlet and is included in the purchase or lease of an F-150 Lightning.

<sup>1</sup>Charge time shown with 240-volt power connection.



**Ford Connected  
Charge Station**  
48-amp

**10 hours**

**13 hours**

48-amp wall mount AC charger runs on a wired 240-volt AC circuit for faster Level 2 home, office or depot charging than the basic 32-amp Ford Mobile Charger.

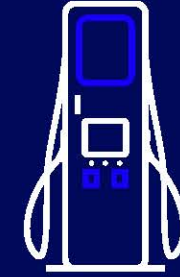


**Ford Charge  
Station Pro**  
80-amp

**10 hours**

**8 hours**

80-amp wall mount AC charger runs on a wired 240-volt AC circuit for optimal AC charging capability. On the extended-range F-150 Lightning, it works with the truck's dual on-board chargers for 15% to 100% overnight charging in about 8 hours.



**Electrify America  
DC Fast Charging  
Station**

150-kW (15% to 80% charge)

**44 minutes**

**41 minutes**

Up to 150 kW for rapid charging on the road, the F-150 Lightning can access network of DC fast chargers that can add up to 41 miles of range in about 10 minutes on the standard range truck and up to 54 miles of range in about 10 minutes on the extended range truck.<sup>4</sup>

<sup>1</sup>Charge time based on manufacturer computer engineering simulations. The charging rate decreases as battery reaches full capacity. Your results may vary based on peak charging times and battery state of charge. <sup>2</sup>Based on full charge. USA EPA-targeted range based on analytical projection consistent with U.S. EPA combined drive cycle. Actual range varies with conditions such as external environment, vehicle use, vehicle maintenance, lithium-ion battery age and state of health. Final EPA-estimated ratings available in 2022 calendar year. <sup>3</sup>Excludes Platinum models. Based on full charge. USA EPA-targeted range based on analytical projection consistent with U.S. EPA combined drive cycle. Actual range varies with conditions such as external environment, vehicle use, vehicle maintenance, lithium-ion battery age and state of health. Final EPA-estimated ratings available in 2022 calendar year. <sup>4</sup>Excludes Platinum models. Range and charge time based on manufacturer computer engineering simulations and analytical projection consistent with US EPA combined drive cycle. The charging rate decreases as battery reaches full capacity. Your results may vary based on peak charging times and battery state of charge. Actual range varies with conditions such as external environment, vehicle use, vehicle maintenance, lithium-ion battery age and state of health.

## **FORD MEDIA VEHICLE INFORMATION**

1. [F-150 Lightning Pro \(Videos and Information\)](#)
2. [F-150 Lightning Trim Levels & Options](#)

## **REVIEWS**

1. [Car and Drive F-150 Lightning Review](#)
2. [Edmunds F-150 Lightning Review](#)
3. [Kelley Blue Book F-150 Lightning Review](#)
4. [Edmunds F-150 Lightning Long-Term Road Test](#)

## **COST COMPARISONS**

1. [Charged EV Fleet & Infrastructure News Cost Comparison](#)
2. [Pickup Truck +SUV Cost Comparison](#)
3. [Ford EV Ownership Cost to Own](#)

## **F-150 vs. F-150 Lightning COMPARISONS**

1. [US News & World Report F-150 vs. Lightning](#)





City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

There is no specific motion, staff is requesting general guidance/feedback from the Council.

Reasons for Recommendation:

- The city is preparing to engage the community in the refresh of the 2014 Comprehensive Plan which serves as the city's key long-term planning document.
- The current Comprehensive Plan outlines over 180 actions/tasks. Currently, there is not a process to prioritize those actions into a shorter timeframe in concert with performance measures and financial planning.
- Staff has developed a new integrated planning framework which seeks to align long-term visionary goals with mid- and short-term work plans.

Policy Analysis and Background (non-consent items only):

Staff is proposing the following relationship between three key planning documents:

1. Comprehensive Plan: The Plan is mandated by Idaho law and covers a broad range of topics with a ten- to twenty-year planning horizon. Staff has identified two broad areas for improvements (1) simplify the planning language taxonomy in the document to align with short-term planning documents; and (2) ensure that all detailed master plan documents are adopted yearly into the Comprehensive Plan so that there is not outdated language. Examples include the recent adoption of the Master Transportation Plan or Housing Action Plan.
2. City Playbook (Strategic Plan): The document does not currently exist and would serve to bridge the very detailed Comprehensive Plan and detailed annual work plan. The document would seek to outline the top priorities for a four-year period as well as performance measures by the eleven policy areas in the Comprehensive Plan. This document would also serve to complement the current financial planning models for the different city budget funds.
3. Annual Work Plan: Currently, only the Planning and Housing Departments have complete annual work plans. The goal would be to have all departments represented in one unified document and to hold quarterly discussions with Mayor and Council regarding progress.

Sustainability Impact:

The comprehensive plan places a significant emphasis on sustainability and the city is a funding partner in the development and implementation of the Blaine County Sustainability Plan.

Financial Impact:

None OR Adequate funds exist in account:	None at this time.
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Attachments:

1. Draft Presentation
2. 2014 Comprehensive Plan Policy Breakdown



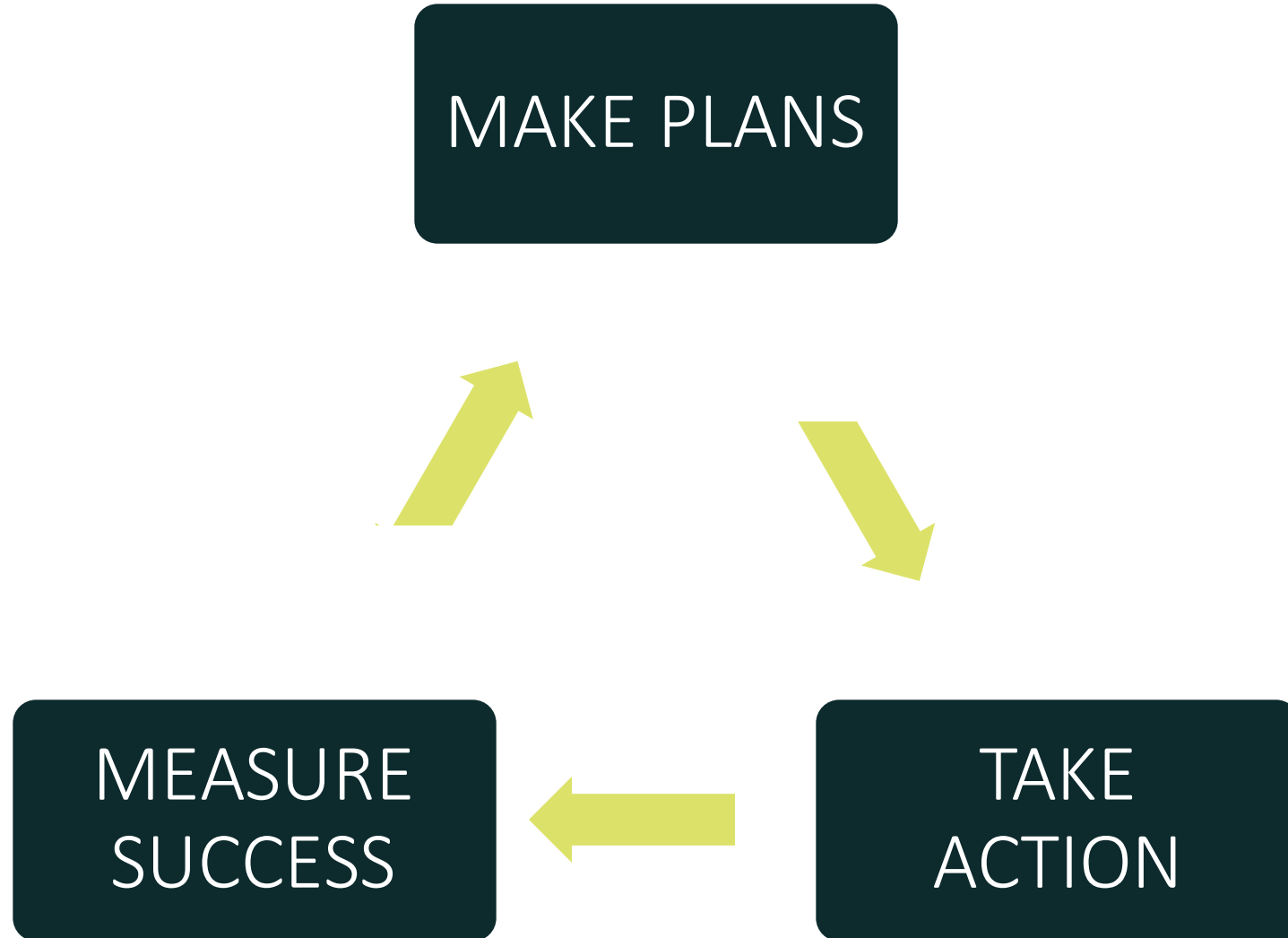
# **Ketchum's Long-Term Planning Framework**

*Planning for Action*

October 16, 2023



Ketchum's Long-Term Planning Framework: *Planning for Action*  
**Agenda**





# Ketchum's Long-Term Planning Framework: *Planning for Action* Overview



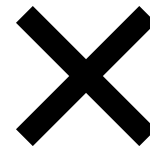
**COMPREHENSIVE  
PLAN**

10-20 Years



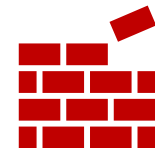
**CITY  
PLAYBOOK**

4 Years



**WORK  
PLAN**

Annual





# COMPREHENSIVE PLAN

10-20 Years

## Areas for Improvement

Simplify language and improve implementation, prioritization

Ensure detailed master plans are adopted yearly into Comp Plan

- Master Transportation Plan
- Housing Action Plan
- Wastewater Facility Plan

### Policy Chapters

Arts &  
Culture

Housing

Community  
Design

Mobility

Community Health  
& Wellness

Natural  
Resources

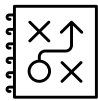
Future Land  
Use

Parks, Rec,  
Open Space

High Performing  
Community

Public Safety &  
Utilities

Strong & Diverse  
Economy



# CITY PLAYBOOK *(Organized by 11 Comp Plan Policy Chapters)*

4 Years



## HOUSING EXAMPLE

Opportunities

Challenges

Performance Measures

- Outcome measure
- Efficiency or Service Level measure
- Workload
- Perception (survey)

Key Initiatives and Projects

Resource Needs (\$ TBD)

	FY24	FY25	FY26	FY27
PROJECT 1				
PROJECT 2				
PROJECT 3				



## Performance Measures

1. **Create family of best practice performance measures**
2. **Benchmark some of performance measures with similar communities**
  - Wood River Valley cities
  - Western resort cities

### Public Safety

*Example*

- **Outcome measure:** Did crime go up or down?
- **Efficiency or Service Level measure:** Did we meet our service level?
- **Workload:** Did calls for service go up or down?
- **Perception (survey):** Do residents perceive the community more or less safe?





# WORK PLAN

Annual

Department	Project	Key milestones	Status/Issues	Notes
<b>ADMINISTRATION</b>				
Finance	update impact fee methodology	Adoption by council at June workshop		
	review insurance/benefits package			
Clerk/Business Management	develop IT strategic road map complete downtown parking plan update procurement manual and contracts			
Community Outreach/Events				
<b>FIRE/EMS</b>				
	complete level of services for EMS delivery			in collaboration with Blaine County
<b>HOUSING</b>				
Goal 1: Produce + Preserve	Develop a new construction pipeline explore conversion of Forest Service park for public-employee housing Increase number of ADUs through education & incentives Create ownership assistance + deed restriction program Incentivize long-term rentals	February January for RFP decision February/March for public February for public ongoing	in progress in progress in progress in progress in progress	
Goal 2: Update Policy	identify and advocate for state and federal policy changes enact interim ordinance enact permanent ordinance	ongoing complete	in progress PLANNING complete PLANNING not started	Sep-23



## Next Steps

### Comprehensive Plan

- November 6: Review updated scoping document for project kick off

### Playbook

- Fall 2023/Winter: Gather peer data and build out performance measures
- Fall 2024: Review upon completion of Comprehensive Plan

### FY24 Work Plan

- Today: Housing Action Plan current update
- November 2023: Council feedback on draft Work Plan

Goal		Policy		Project
<b>A STRONG AND DIVERSE ECONOMY</b>				
E-1	Ketchum will work to retain and help expand existing independent small local businesses and corporations.	E-1(a)	Support for Local, Independent Businesses	Our community will foster a business climate that helps to retain our existing businesses and to attract and support new independent local businesses. This will reduce economic leakages to other communities and provide residents with essential goods and services. We also will work to encourage a greater local purchasing culture and identify voids in businesses or services that are contributing to the leakage.
		E-1(b)	Downtown as a Major Community Asset and Tourism Attraction	The community will strive to maintain a single concentrated commercial and retail core. The City will reinforce the downtown core’s role as a major asset and visitor attraction by encouraging businesses that fit the downtown character and by developing policies, programs, investment strategies, and organizations that help retain downtown businesses.
E-2	Ketchum will support and attract businesses and industries that diversify and sustain the local economy and level out seasonal fluctuations.	E-2(a)	Light Industrial Area as the Primary Location for New Traditional Light Industrial and Corporate Park Business Growth and Jobs	New employment opportunities will focus primarily on clean industries within the City’s industrial areas which are evolving into vibrant, mixed-use business places. Traditional light industrial includes service, warehousing, manufacturing, wholesaling, auto-related businesses, rec-tech, bio-technology, and construction.
		E-2(b)	Quality of Life Infrastructure	Make it inviting place to invest and to live in Ketchum by improving infrastructure such as roads, sidewalks, public transit, trails, parks, schools, medical facilities, utilities, broadband infrastructure, and easy access to essential services. The Local Option Tax (LOT), urban renewal funds and similar alternative forms of revenue are needed to finance infrastructure improvements.
		E-2(c)	Well-Trained Workforce	The City will continue to work with the school district and other partners to ensure that residents have opportunities for high-quality education and lifelong learning in the community. It will explore attracting other higher education opportunities such as specialty schools and satellites of existing schools and universities.
		E-2(d)	Targeted Small Business Recruiting	Recruit small businesses and support local entrepreneurs in bringing in new businesses and industries that fit the small-town atmosphere of Ketchum. Ideally they will be non-seasonal and attractive to younger workers.
		E-2(e)	Live-Work Opportunities and Home Businesses	Support small home-based businesses that allow people to live and work from their residences and evaluate existing home-occupation, live/work, and related land use standards.
E-3	Ketchum will continue to support our tourism economic base.	E-3(a)	Monitor Tourism Economy	Understand market dynamics affecting tourism and track economic indicators that measure a healthy and sustainable tourism industry in Ketchum.
		E-3(b)	Tourism-Related Land Uses, Businesses, Events, and Marketing	Continue to support tourism-related land uses and businesses including lodging development and venues. Support national sporting and cultural events, and strong marketing.
E-4	Ketchum will contain a balance of businesses that provide services and shopping for local residents’ needs and for tourists.	E-4(a)	Balance of Business Types	Ensure a balance of local and tourism business types throughout the community.
E-5	Facilitate adequate regional access by air and ground.	E-5(a)	Long-Range Airport Planning	The community will engage in the master-planning process of the Friedman Memorial Airport and explore feasibility of expanding air service to major markets.
		E-5(b)	Ground Service Connections	Create a consortium led by the Cities of Ketchum and Sun Valley and the Sun Valley Resort to support efforts to expand ground service to and from Boise, Twin Falls, and Idaho Falls.
<b>HOUSING</b>				
H-1	Ketchum will increase its supply of homes, including rental and special-needs housing for low-, moderate- and median-income households.	H-1.1	Affordable Housing Monitoring	The City of Ketchum will continue to monitor of needs and demands for housing as well as the barriers to the development of affordable housing.

				The Blaine County Housing Authority (BCHA) identifies a number of trends and indicators for the housing market. These include changes in household median income, employment and wages; special-needs housing; building permits issues; rents, vacancies, and changes in short-term rental units; and changes in housing/jobs balance. The City will work with the BCHA, Sun Valley Board of Realtors and other regional entities to track housing needs.
		H-1.2	Local Solutions to Attainable Housing	The City of Ketchum will place greater emphasis on locally-developed solutions to meet the housing needs of low-, moderate- and median-income households. The City further recognizes that such needs likely will not be met solely through private development. To facilitate affordable housing opportunities, the City will draw upon appropriate federal, state, and local programs and resources. In addition, the City will look to new funding mechanisms, and encourage a broad range of regulatory incentives and options for community housing. These may include unit buy-downs, unit reuse, density increases, and height bonuses.
		H-1.3	Integrated Affordable Housing in Neighborhoods	Ketchum supports inclusion of affordable housing into existing neighborhoods to provide diversity. It will evaluate zoning regulations to accommodate this.
		H-1.4	Integrated Housing in Business and Mixed-Use Areas	Housing should be integrated into the downtown core and light industrial areas, and close to the ski bases. The resulting mix of land use will help promote a greater diversity of housing opportunities as well as social interactions.
		H-1.5	Accessory Dwelling Units	The community will continue to support and encourage construction of accessory dwelling units within residential areas as a means to provide affordable housing.
H-2	The Ketchum community will support affordable housing programs.	H-2.1	Blaine County Housing Authority, ARCH Community Housing Trust, and Ketchum Community Development Corporation	BCHA, ARCH, and KCDC will serve the important functions of promoting, planning, developing, managing and preserving the long-term supply of affordable housing options in Ketchum. The City will partner with other entities to fulfill its housing goals.
H-3	Ketchum will have a mix of housing types and styles.	H-3.1	Mixture of Housing Types in New Development	The City should encourage the private sector, through land-use regulations and incentive programs, to provide a mixture of housing types with varied price ranges and densities that meet a variety of needs. The City will evaluate the use of incentives, such as flexibility in height, density and parking requirements to achieve greater housing diversity. Additionally, the City will promote the siting of higher density housing near public transportation, the ski base areas, shopping, and designated neighborhoods and districts.
		H-3.2	Special Needs Populations	The City should encourage development of housing for special-needs populations, including facilities for the elderly, disabled, adaptive, and populations requiring special care or group housing. Such housing should be close to shopping, medical services, entertainment and public transportation. Efforts should be made to avoid concentrating these homes in one area.
		H-3.3	Housing Designs and Floor Plans for an Aging and Special Needs Populations	The City should encourage new housing units and the retrofit of existing units, with basic accessibility features, such as zero-step entrances, doorways with wider clear passage, and first-floor bedrooms and bathrooms with maneuvering room for people with mobility limitations.
		H-3.4	Efficient Energy Use in New and Retrofitted Residential Construction	New housing will be energy-efficient, emphasize the use of durable and environmentally responsible materials, and implement best practices in site design and construction.
<b>COMMUNITY DESIGN</b>				
CD-1	Our community will preserve its small-town character and the distinct image of neighborhoods and districts.	CD-1.1	Unique Design Elements for Identifiable Neighborhoods	Each neighborhood or district should include a mix of design elements that will reinforce its unique design quality.
		CD-1.2	Preservation of Historic Buildings and Sites.	Individual buildings and sites of historical, architectural, archaeological, or cultural significance should be identified and considered for protection. The City should encourage the private sector to preserve and rehabilitate buildings and sites through local landmark designation, public improvements, guidelines, and other tools.

		CD-1.3	Compatible Infill and Redevelopment Projects	Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they will occur. Context refers to the natural and manmade features adjoining a development site; it does not imply a certain style.
		CD-1.4	High-Quality Site Planning and Building and Landscape Design	It is important to maintain and reinforce development quality, particularly in the built-up community core area. New development should convey a positive image for the community—particularly through high quality design of residential and commercial buildings and resort accommodations. Each new project should be well-designed and attractive, and should complement surrounding land uses and existing neighborhood character. The City will adopt and implement more specific standards for high-quality site planning and building design of residential, commercial, and activity areas. Standards should address transitions or setbacks between different land uses, landscaping, quality of architecture and building materials, and pedestrian amenities.
		CD-1.5	High-Quality and Sustainable Design Principles for Public Buildings and Public Outdoor Spaces	The community gathers together in the public realm—parks, streets, and post office buildings. These places will continue to be important in the community. New public buildings should be attractive and well-located to serve the public. They also should meet the highest performance standards for energy and water conservation, and provide public amenities such as outdoor gathering spaces.
		CD-1.6	High-Quality Public Spaces in New Commercial Development	Future buildings should be designed to include public amenities, particularly public gathering spaces.
CD-2	Protect and enhance views of the surrounding mountains and natural features.	CD-2.1	Visually Obstructing Overhead Features	Protect and enhance the views of the surrounding mountains by reducing, removing, or undergrounding visual obstacles such as utility lines and equipment.
		CD-2.2	Mountain Overlay Zone	Continue to protect hillsides within the City and the Area of City Impact from further development. Enforce and encourage strengthening of the Mountain Overlay standards of the City and County, by using a variety of techniques; such as clustering at lower elevations, creating conservation easements, or purchasing private property on hillsides.
		CD-2.3	Night Sky Conservation	Continue to protect the visibility of the stars in the night sky through the lighting code, education, and enforcement.
		CD-2.4	Development Designed for Natural Feature Preservation	Protect and incorporate natural features into newly developing areas. Conserve the natural patterns of streams, ridgelines, topography, riparian areas, and wildlife habitat areas.
		CD-2.5	Energy and Water Efficiency in New Development	The community should promote the siting and use of renewable energy, water conservation, and the use of compatible native or xeric landscape planting.
CD-3	Ketchum will maintain and improve the appearance of its entryway corridors and gateways.	CD-3.1	Scenic Corridors and the Community's Key Gateways.	Along SH 75, there are a wide variety of panoramic vistas, rather than specific views to a fixed background area. Any development along the rural portions of the highway should retain these vistas. The gateways to the community presently convey a positive image because of their vast openness and distinct separation of urban and rural areas. The community would like to maintain views from major gateways including the following: <ul style="list-style-type: none"> <li>• SH 75</li> <li>• Sun Valley Road</li> <li>• Warm Springs Road</li> </ul>
		CD-3.2	Transitional Residential Development Compatible with the Rural Landscape	Transitional residential areas at the fringe of the city or within the Area of City Impact should include rural design elements or be clustered to maintain the rural landscape.
<b>NATURAL RESOURCES</b>				
NR1	Protect natural habitat and ecosystems.	NR-1.1	Ecosystem Connections and Buffers	The City recognizes the biological importance of preserving natural habitat. The City will work with the County and managers of surrounding private and public lands to preserve, enhance, and restore undeveloped lands critical for providing ecosystem connections and buffers for adjoining ecosystems. These areas are important for sustaining biological diversity and viable habitats for native species and for minimizing impacts from developed lands.
		NR-1.2	River System Quality	The City will seek to protect the riparian vegetation, natural habitat, water quality and flood attenuation capacity, while providing appropriate public access to the river systems in Ketchum. The City will regulate and enforce provisions related to any alterations to the riparian, flood prone, and general water course areas.

		NR-1.3	Urban Forest Preservation	To the extent possible, the community's urban forest should be managed and retained when properties are developed or redeveloped.
NR2	Provide appropriate public access to public lands.	NR2.1	Public Access	Public lands and waters in and around Ketchum can provide areas for recreation, and include unique natural features, and wildlife and plant habitat. Public access to public lands, such as fishermen's easements and local trails should be provided. There may be exceptions when necessary to protect areas from unacceptable degradation and impact to habitat and wildlife, or to protect public safety.
NR3	Protect surface water quality	NR3.1	Storm Water Discharge	Manage the direct runoff of storm water into rivers and creeks from private property and public right-of-ways.
		NR3.2	Drainage Way Protection	Minimize erosion and siltation and enhance water quality by protecting and restoring drainage ways and associated vegetation, maintaining setbacks, and providing education on erosion control and the use of pesticides and fertilizers in stream setbacks.
		NR3.3	Wastewater Reuse	Explore beneficial reuses of treated wastewater, such as for irrigation, commerce, or industry.
		NR3.4	Non-Storm Water Discharge	Protect water quality by prohibiting non-storm water discharges to the natural system.
NR4	Protect groundwater quality	NR4.1	Best Management Practices	To protect ground water quality, the City will promote implementation of best management practices for residential, commercial, industrial and construction activities.
		NR4.2	Pesticide and Fertilizer Use	Promote landscaping with plants that require minimal use of pesticides and fertilizers, and encourage use of organic pesticides and fertilizers to reduce impacts on area groundwater.
NR5	Protect natural lands that promote tourism, recreation, and economic development.			
NR6	Promote and support energy conservation and reduction of greenhouse gases.	NR6.1	City Leadership in Energy Efficiency and Conservation	The City of Ketchum will serve as an example by continuing to improve energy efficiency and GHG reductions in City facilities and operations.
		NR6.2	Energy Alternatives	The City should implement policies and programs that enhance opportunities for individuals, businesses, and public organizations to conserve energy and convert to renewable resources. The City should support energy conservation in City buildings, vehicles, operations and processes through its own policies, and provide information about techniques for energy efficiency.
		NR6.3	Energy-efficient Land Use	The City will encourage energy conservation of energy and GHG reductions through land-use policies and regulations governing placement, orientation, design, and clustering of development.
		NR6.4	Energy Conservation in New Construction	Promote energy conservation features in residential and commercial development.
		NR6.5	Retrofit Incentives	Encourage programs providing financial assistance for residential and commercial retrofits that reduce energy use and water consumption.
		NR6.6	Geothermal Hot Water Usage and Monitoring	(a) Encourage the use of geothermal hot water systems in new development and the retrofit of existing development where feasible. (b) Monitor the geothermal aquifer and manage development to ensure current and future usage does not diminish the long-term capabilities of the resource. (c) Utilize geothermal hot water as a public resource.
NR7	Reduce the amount of solid waste being generated.	NR7.1	Waste Stream Reduction	The City will actively pursue and support programs and activities that reduce the amount of waste which must go to the landfill. Policies will emphasize source reduction, reuse, composting, recycling, and the use of materials with recycled content.
		NR7.2	City Operations	Reduce waste by example in the City's day-to-day operations.
		NR7.3	Construction Waste	The City will continue to support programs that promote on-site separation of construction waste for recycling.
NR8	Reduce water consumption in new and existing development.	NR8.1	Water Conservation Features	Require water conservation features, including, but not limited to, native, drought-tolerant plant materials, and high-efficiency plumbing fixtures, and irrigation systems in all new construction and site development.
<b>PARKS, RECREATION, AND OPEN SPACE</b>				

OS-1	Provide adequate parks to serve the needs of Ketchum residents and visitors.	OS-1.1	Neighborhood and Community Parks	Develop two types of parks: (1) neighborhood parks, and (2) community parks.
		OS-1.2	Diversity of Needs/Uses	Provide recreational facilities and programs to meet the needs of different segments of the population, foster tourism, and optimize the use of public lands and parks for multiple uses, including community gardens and food production.
		OS-1.3	Parkland Acquisition	Acquire sufficient land for recreational facilities, such as sports fields.
		OS-1.4	Public Plaza Space	Support improvements to public streets, parking lots, and plazas that provide spaces for street fairs, festivals, and other gatherings.
		OS-1.5	Public Gathering Spaces	Promote the development of public gathering spaces throughout the City as part of public and private development.
		OS-1.6	Access to Bald Mountain	Maintain the existing safe and efficient access to and on Bald Mountain for year-round public recreation.
		OS-1.7	Collaboration with Other Recreation Partners	Continue to work with private and public interests, such as the Sun Valley Company and Blaine County, to ensure the continuance of alpine and Nordic skiing, golf, and other recreational/cultural activities at reasonable costs.
		OS-1.8	Promote Access to Private Facilities	Promote public access to private recreational facilities; pursue partnerships with private recreational providers who will guarantee public access.
OS-2	Enhance public access to greenways along utility corridors, rivers and creeks.	OS-2.1	Designated Greenways	Designate greenways using utility corridors, river ways, ditches, and rights of ways for passive and active recreation and other purposes such as community gardens, trails, and bike ways. Work to preserve quality natural systems – habitat, floodplain, and water quality, etc.
		OS-2.2	Access to Public Waters	Maintain and increase access to public waters in and around Ketchum, such as anglers’ easements and local trails. In particular, improve public access to the Big Wood River, Warm Springs Creek, and Trail Creek.
OS-3	Preserve the natural and cultural resources of the Ketchum area to help maintain the City’s identity; provide connections to usable open space areas; provide low-impact, passive recreation; and enhance scenic entryway corridors to the City.	OS-3.1	Resources Protected Through Open Space	Use open space to preserve the natural and cultural resources of the Ketchum area.
		OS-3.2	Open Space Community Separators	Establish and maintain open space buffers in important scenic areas to maintain the community’s separate identity from surrounding communities and to protect views and open space.
		OS-3.3	Open Space Coordination	Work with the U.S. Forest Service, Bureau of Land Management, The Nature Conservancy, Sun Valley Resort, City of Sun Valley, Blaine County, and others on any long-range plans that affect open space in and around Ketchum, including development proposals, land trades, the Bald Mountain Master Plan, wilderness designations, etc.
		OS-3.4	Recreation Area Protection	Conserve high-quality natural resource-based recreational areas that are locally significant.
		OS-3.5	Public Access to Open Space	Designate trails and other links to connect usable open space, river and creek corridors, and scenic entryway corridors with other public areas.
		OS-3.6	Roadway Corridors	Establish, preserve, and enhance scenic entryways along major roadways entering the City.
OS-4	Provide cost-effective funding of parks and recreation facilities and programs.	OS-4.1	Innovative Funding	Pursue innovative sources of funding, such as donated funds, state and federal funding, grant opportunities and corporate contributions to acquire open space, and parkland. The proposed River Park at Sun Peak is an example of a cooperative effort involving many entities.
		OS-4.2	Parks and Open Space Fees	Continue to support development impact fees and require new growth to “pay its own way” in providing parks and open space as development occurs.
		OS-4.3	Efficient Management	Work with the Ketchum-Sun Valley Historical Society and others for efficient management of cultural and historical resources like the Ore Wagon, historical museum, Bonning Cabin, and Forest Service Park.
<b>MOBILITY</b>				

M-1	Promote land use patterns, densities and mobility planning that maximizes investments and promotes safe and efficient mobility.	M-1.1	Balanced Land Uses and Transportation System	Balance land uses and the transportation system to maintain and improve current levels of mobility.
		M-1.2	Transportation Planning and Access Management on Highway 75 and Arterials	Develop and implement a City-wide Transportation Plan. Control new curb cuts on Highway 75, Warm Springs Road and Saddle Road and reduce access points where possible (especially in the Mortgage Row area) to promote safe and efficient circulation.
		M-1.3	Compact Development and Housing Downtown and in Activity Centers	Encourage compact development, mixed uses, and additional housing density in the downtown and in high-activity areas. This will increase opportunities for walking, bicycling and transit ridership and reduce vehicle trips.
M-2	Promote and encourage an effective and efficient transit system that is competitive with the single-occupant vehicle in service, affordability, convenience, and accessibility within Ketchum and as a link to other communities in the Wood River Valley.	M-2.1	Accessible and Affordable Transit	The City will strive to provide accessible and affordable transit service, developed with Mountain Rides, the County, and adjacent communities and private providers.
		M-2.2	Downtown Transit Hub and Jitney System	The City will evaluate options for a downtown Ketchum transit hub and a downtown jitney service in conjunction with the Mountain Rides Transportation Authority.
		M-2.3	Coordinated Right-of-Way Acquisition	The City will work collaboratively with adjoining jurisdictions and ITD to preserve rights-of-way necessary for future transit when planning or upgrading corridors.
		M-2.4	Integrated Transit Stops	Transit stops will be integrated into new and redeveloped sites and/or access will be improved to existing transit facilities. The City will support the creation of new park-and-ride lots.
		M-2.5	Pedestrian and Bicycle	The City will prioritize improvements of pedestrian and bicycle facilities in areas served by transit.
		M-2.6	Pedestrian Facilities Supporting Transit	The City will follow best practices for pedestrian safety at intersections and crossings near transit stops.
		M-2.7	Transportation to Event and Family-related Activities	The City will support shuttle, bus, van pool, and car pool strategies for event and family-related activities.
		M-2.8	Facilities for the Mobility Impaired	Transportation services and facilities will be provided for mobility-impaired persons, as well as youth and the elderly.
M-3	Monitor and manage traffic volume.	M-3.1	Targeted Traffic Volume	The City will support the targeted limit of cars entering Ketchum based on 2001 Resolution Number 772 of 17,600 average daily vehicles (calculated annually).
		M-3.2	Roadway Safety	The City will strive to maintain an acceptable level of service for roads, which will generally place a priority on pedestrian, bicycle, and vehicle safety.
M-4	Provide key multi-modal transportation connections to the Core Area.	M-4.1	Bicycle and Pedestrian System Connections	The City will provide the following key connections to the bicycle and pedestrian system at the following locations: <ul style="list-style-type: none"> <li>• Trail Creek Bridge;</li> <li>• Warm Springs Road to Main Street;</li> <li>• 6th Street, from 3rd Avenue to 1st Avenue; and</li> <li>• 1st Street, from 3rd Avenue to 1st Avenue.</li> </ul>
M-5	Enhance pedestrian connectivity and comfort.	M-5.1	Complete Sidewalk Network	Connect destinations with pedestrian facilities and encourage walking by filling in missing sidewalk links, restoring damaged sidewalks, and requiring sidewalks as part of development approvals. Ensure that sidewalks are accessible and clear of impediments to passage.
		M-5.2	Pedestrian Level of Service	Create and use pedestrian level of service (LOS) performance standards for all development.
		M-5.3	Safe Routes to School	Continue to support the Safe Routes to School program with the Blaine County School District, private schools and ITD.



		M-5.4	Walkability and Sit-ability Improvements	Promote walkability and sit-ability through connected pathways, sidewalks and public seating; art, historical and cultural exhibits and other items of visual interest; and good wayfinding that encourages walking and dwell time in the downtown.
M-6	Enhance bicycling connectivity and comfort.	M-6.1	Complete Bicycle Network	Construct missing links in the bicycle network especially from outlying areas to the downtown core. Strive for additional bike lanes in streets.
		M-6.2	Bicycle Level of Service Standards	Create and use bicycle level of service (LOS) performance standards for all development.
		M-6.3	Bicycle Parking Facilities	Promote the provision of safe, secure, appropriately designed, and conveniently located bicycle parking and shower/locker/storage facilities. Provide dedicated bicycle parking downtown.
M-7	Provide a high-performing transportation system that supports the needs of business.	M-7.1	Regional Transportation System Integration	Facilitate adequate regional access by air and ground transportation. Work with other local jurisdictions, organizations, and businesses to ensure transportation options from a regional airport, as well as from Twin Falls, Idaho Falls, Boise and Salt Lake City.
		M-7.2	Transportation Coordination between Ski Area and Community	The City will work with Sun Valley Resort Company to manage and enhance the movement of people between the ski resort and Ketchum businesses, residences, and accommodations.
		M-7.3	Freight Movements	Facilitate the orderly movement of goods to enhance Ketchum's economic viability.
M-8	The efficiency of the transportation system will be improved by using travel demand management (TDM) techniques.	M-8.1	Incentives to Improve System Efficiency	The City will create incentives, such as reduced parking requirements or deferred development impact fees when a development implements specific travel demand management techniques.
		M-8.2	Support for Travel Demand	The City will support TDM programs that advertise and direct outreach to businesses and workers.
		M-8.3	Shared Parking	The City will provide incentives for shared parking agreements to maximize the use of existing surface lots.
		M-8.4	Downtown Paid Parking	The City will investigate paid parking in strategic areas of the Downtown, consistent with the Downtown Parking Plan.
		M-8.5	HOV Lanes	The City will work collaboratively with Blaine County and ITD to develop high occupancy vehicle lanes to provide an incentive for carpooling and vanpooling.
M-9	The City will address the operational needs of key street intersections.	M-91	Transportation Study Update	The City will work collaboratively with Blaine County and ITD to update the Ketchum Transportation Study to address the operational needs of the following key intersections: <ul style="list-style-type: none"> <li>• Elkhorn Avenue/SH75 ;</li> <li>• Serenade Lane/SH75;</li> <li>• Main Street intersections downtown;</li> <li>• Warm Springs Road/Main Street; and</li> <li>• Warm Springs Road/Lewis Street.</li> </ul>
<b>ARTS AND CULTURE   GOALS AND POLICIES</b>				
ART-1	Create cultural facilities that meet the needs of the community and make Ketchum a destination attraction.	ART 1.1	Diverse Range of Cultural Facilities and Programs	Encourage the development of accessible cultural facilities (indoor and outdoor) and programs that will provide a diverse range of performing and visual arts activities
ART-2	Build Ketchum's identity as a cultural center and destination by increasing the visibility of the arts and cultural activities in the community.	ART 2.1	Sustainable Arts and Cultural Opportunities	Promote, encourage and stimulate the growth of arts and cultural opportunities, recognizing that they are essential to a vital, sustainable and active community.
		ART 2.2	Arts and Cultural Identity	Promote the identity of Ketchum as a world-class arts and cultural destination, and increase the visibility of arts and cultural opportunities in its national marketing efforts.
ART-3	Develop sustainable funding - public and private - to support arts and cultural programs.	ART 3.1	Funding Options	Ketchum will seek public and private funding to make arts and cultural programs sustainable.

		ART 3.2	City Support of Ketchum Arts Commission	The City of Ketchum will continue to support and provide funding for the Ketchum Arts Commission, primarily through the Parks and Recreation Department. The City will maintain an active relationship with the KAC so as to ensure the continuance of temporary and permanent public art projects and programs.
ART-4	Strengthen existing and build new public/private partnerships to support growth of arts and cultural organizations	ART 4.1	Partnerships among Arts Organizations	Ketchum will encourage partnerships with and among existing arts organizations, on its own and through the Ketchum Arts Commission and Ketchum Events Commission.
ART-5	Employ arts and culture to improve Ketchum's quality of life, strengthen the local economy, and increase tourism.	ART 5.1	Downtown Public Art	The City will work with the KAC to acquire, integrate and preserve public art in the downtown core to enhance the livability and walkability of the town and to reinforce the perception of Ketchum as a world-class arts destination.
		ART 5.2	Art in the Community	Encourage art to be integrated into our community as an important component of good design and as a way to incorporate art into the daily lives of residents, workers and visitors.
		ART 5.3	Art in Private Development	The City will encourage private developers to include publicly visible art into their commercial projects.
		ART 5.4	Art in Public Places	The City will continue to promote the inclusion of art installations as an integral part of public infrastructure, including, but not limited to civic buildings, streetscapes, parks and civil structures (i.e., bridges, trails, and utility transformers).
<b>PUBLIC SAFETY AND UTILITIES</b>				
PSU-1	Increase community safety and code enforcement.	PSU-1.1	Community Safety and Maintenance	The City will work with neighborhood groups and local organizations to encourage community engagement in safety and property maintenance efforts, and will continue to provide high-quality police and emergency services.
		PSU-1.2	Regional Hazard Mitigation	The City will work with regional jurisdictions and organizations to implement the "Blaine County Multi-Jurisdiction All Hazard Mitigation Plan" and Federal Emergency Management Agency regulations. The Multi-Jurisdiction All Hazard Mitigation Plan provides a framework on which to base comprehensive mitigation of natural and manmade hazards. The plan sets forth solutions that have the potential to reduce threats to life and property significantly through appropriate land-use and emergency services planning.
		PSU-1.3	Fire and Police Service Standards	Future fire and police facility requirements should be determined using level of service (LOS) standards. Level of service should be defined as the optimum level of service desired from the service provider and may differ from the current LOS.
		PSU-1.4	Wildland Urban Interface	The City should work to raise awareness about the threat of wildfires to urban areas. It should take measures to increase "firewise" development and property management, increase safety and preserve environmental quality.
PSU-2	Provide consistent and safe utility service	PSU-2.1	Limited City Water and Sewer Service Outside the ACI	The City will not extend or expand water or sewer services outside of the Areas of City Impact, other than in limited circumstances in which it is necessary to protect basic public health and safety and the environment. In addition, the services should be financially supportable at rural densities, do not diminishing level of service standards. They should not permit urban development.
		PSU-2.2	Electric Service & Generation for Redundant Electric Source	The City will work to explore options for primary and back-up electrical generation and service options serving Ketchum. It will evaluate the use of renewable energy options to diversify energy sources, reduce greenhouse gases, and preserve visual aesthetics.
PSU-3	Provide safety-related capital improvements in conjunction with new development	PSU-3.1	Regional Service Coordination	Promote the provision of urban services through regional coordination of land use and public utilities and services.
				Agreements between jurisdictions and special purpose districts that provide urban services and public facilities should address fiscal impacts, revenue sharing, use of existing facilities, and level of service standards.
		PSU-3.2	Channeling Capital Improvements	Compact areas of concentrated development should be promoted in designated areas to facilitate economical and efficient provision of utilities, public facilities, and services.
				Infill development and redevelopment should be encouraged where excess utility capacity is available. However, it also may be necessary to include periodic upgrades in capital improvement plans if sufficient capacity is currently unavailable in targeted redevelopment areas.

		PSU-3.3	Complementary Public Facilities and Services	Development that maximizes benefits from capital facilities and return on investment should be encouraged. For example, water-conserving landscaping and household or commercial gray water systems reduce capacity requirements for wastewater treatment. A stormwater detention facility that also serves recreational fields may preserve funds for a major parks improvement elsewhere.
		PSU-3.4	Capital Improvements Planning	Management plans for facilities and services should be implemented through ongoing capital improvements planning.
				A capital improvements plan lists all capital facilities identified for future community needs, including renovations of existing facilities, and tracks funding and schedules for each improvement. In recent years, the City has initiated a capital improvements planning process. A predictable, ongoing process provides a solid basis for making development approvals contingent on the capacity of existing and planned facilities.
<b>COMMUNITY HEALTH AND WELLNESS</b>				
CHW-1	Improve Awareness and Access to Human Service Facilities and Programs	CHW-1.1	Collaborative Efforts to Improve Community Health	Partner to develop and achieve the Plan's vision for all residents' health and well-being.
		CHW-1.2	Human Service Partnerships	The City will establish partnerships and communicate with other public and private groups (such as non-profit, private and faith-based organizations that provide services) to facilitate human services, including preventive care programs and clinics, senior services, transitional housing, treatment of substance abuse and teen and youth activities.
CHW-2	Encourage Wellness through Care and Prevention	CHW-2.1	Community Awareness	The community will support school, agency, faith-based, and business programs designed to do the following: <ul style="list-style-type: none"> <li>• Combat tobacco, alcohol, and drug dependency;</li> <li>• Distribute information about the benefits of proper nutrition and exercise;</li> <li>• Promote healthy meals; and</li> <li>• Have citizens become more aware of the health and social services available to them.</li> </ul>
		CHW-2.2	Technical Assistance and Support	The City will provide technical assistance and/or other support to local organizations that deliver health and social services to groups with special needs.
CHW-3	Increase educational options for life-long learning.	CHW-3.1	Coordination with Schools	Coordinate with Ketchum's private and public schools to serve community educational needs. Encourage residents to provide volunteer assistance at local schools.
		CHW-3.2	Life-long Learning Opportunities	Support existing and new school growth to encourage life-long learning opportunities (including branch colleges, trade and vocational school, training and retraining programs and other related facilities and programs.)
		CHW-3.3	Library Services	The City will continue to support efforts of The Community Library to provide library services and invest in new library technologies to serve the needs of Ketchum residents.
		CHW-3.4	Day Care Facilities	The City will zone land appropriately to allow for day care uses. Employers are encouraged to have on-site child care services, and a variety of safe, licensed child care facilities should be provided.
CHW-4	Safe and Convenient Non-Motorized Travel Options	CHW-4.1	Community Design for Active Lifestyles	Promote community-wide design that encourages physical activity through the provision of parks and trails, river access and the support of athletic and recreational pursuits.
		CHW-4.2	Active Mobility System	The City will support, through design and construction, the extension of sidewalks, bicycle trails, on-street bicycle facilities, and lighting. The goal is to encourage people of all ages and abilities to choose alternatives to vehicle use.
		CHW-4.3	Year-round Recreation Opportunities	Provide affordable, year round opportunities for indoor and outdoor recreation.
CHW-5	Enhance Access to Affordable and Local Food Options for All Residents	CHW-5.1	Local Food Production	The City will encourage community and private gardens to be integrated into school and park sites, unused public rights-of-way, and the design of new neighborhoods, and to be retrofitted to existing neighborhoods.
		CHW-5.2	Incentives	The City will encourage food production through targeted zoning amendments that address allowed and accessory uses and garden or animal structures, as well as locations and conditions to ensure neighborhood compatibility.
		CHW-5.3	Sale of Locally-Produced Food	The City will support farmers' markets and other food sales by identifying parks, plazas and other public properties to accommodate them. Create a definition for farmers markets that restricts the market primarily to produce and value-added provisions so as not to conflict with other merchants in the downtown core.

CHW-6	Reduce generation of air pollutants and noise	CHW-6.1	Air Emissions	The City will continue to pursue reductions in air emissions/airborne particulates by regulating idling vehicles, street sanding, construction pollution, and other sources. Further, the City will reduce vehicle trips and vehicle miles travelled, and support renewable energy sources.
		CHW-6.2	Noise Pollution	Through adopted policy decisions and enforcement, the City will protect residents from adverse noise impacts.
<b>HIGH PERFORMING COMMUNITY</b>				
HI-1	Encourage and celebrate volunteerism and philanthropy throughout the community.	HI 1.1	Community Service and Philanthropy	Coordinate with organizations and groups that engage volunteers and promote community service, philanthropy, and positive change.
		HI 1.2	Volunteers for City Boards and Commissions	Encourage and appoint volunteer members to serve on the City's boards and commissions. Boards and commissions are established to acquire and study information in specific areas and to make recommendations to City Council on issues within the board's area of expertise. Some boards are quasi-judicial and have decision-making powers. All members of boards and commissions should advocate for the greater good of the community at large.
		HI 1.3	Volunteerism in the City Organization	Provide a range of opportunities for citizens to volunteer for and learn about the City of Ketchum organization (e.g., Parks and Recreation Dept. initiatives, Arts Council, Planning and Zoning Commission, "Green Team," and other opportunities).
HI-2	Understand and promote the qualities that make Ketchum a community where people choose to live. These include strong schools, a community that values learning, and the many grassroots organizations that work for positive change.	HI 2.1	Learning Community	Coordinate with the community's school district, private schools, regional and statewide continuing education institutions, library, hospital, and others to allow growth and learning in the community. Also recognize and encourage more of the many informal learning opportunities that are sponsored by a wide range of organizations.
		HI 2.2	Collaboration for Community Sustainability	Provide opportunities for organizations to work together toward common community sustainability goals through greater communication and facilitation.
HI-3	The City will strive for outstanding customer service and work collaboratively with citizens to address issues and resolve problems.	HI 3.1	Public Engagement Methods	Employ a variety of proactive methods and technologies to engage and involve all citizens.
		HI 3.2	Civility in Interactions	Serve as a model for and encourage respectful and open dialogue. Help mediate disagreements when appropriate.
		HI 3.3	Collaborative Problem Solving	Solicit feedback from the public to identify opportunities to solve problems collectively and creatively.
		HI 3.4	Inclusion and Diversity	Identify opportunities to promote acceptance, inclusion and respect for diversity. Discourage all forms of discrimination, especially characteristics that are protected by law.
HI-4	The City will collaborate with public, private, business, and non-profit organizations and other partners to maximize efficiency, innovation, and mutual benefits.	HI 4.1	Partnerships	Develop and grow partnerships between the City and other local and regional organizations to share information, use resources efficiently, and avoid duplication of efforts. Explore opportunities for innovation and collaboration nationally and globally.
		HI 4.2	Area Decision-Making	Actively participate in county-, regional-, and state-wide decision-making and policy-setting for major land-use, utility, transportation, housing, environmental management, telecommunications and other issues that cross jurisdictional boundaries.
		HI 4.3	Innovative Community Practices	Collaborate with and model best practices from within the Ketchum and regional community to address issues. Examples include the Arts Council, Sustainability Center, Idaho's Bounty, Wood River Land Trust, Idaho Conservation League, Wellness Festival, and other vibrant organizations.
		HI 4.4	Regional Collaboration	Continue to work with other jurisdictions in the Wood River Valley, Mountain Rides, Blaine County, fire districts, Blaine County Housing Authority, and others to develop cooperative regional solutions for land use, economic development, housing, transportation, open space/habitat protection, environmental, recreation, and other regional challenges.

		HI 4.5	Service Providers	Coordinate closely with and promote coordination among service providers in needs assessment, facility siting, operations, and other matters to ensure continuing delivery of effective and efficient urban services.
		HI 4.6	Businesses and Private Partners	Engage and work with businesses and private organizations to identify issues, collaborate, and work towards possible solutions that maximize mutual benefits.
HI-5	The City will be a model for effective local governance.	HI 5.1	Clear Mission and Strategic Plan	Create and implement a mission statement for the City that allows all employees to work effectively, professionally and toward an excellent standard of quality. Identify and carry out a strategic plan to accomplish City goals in an efficient, clear, and realistic way.
		HI 5.2	Responsiveness	Respond to inquiries and concerns in a timely and coordinated manner.
		HI 5.3	Transparency	Support and expand upon practices and systems that are open and accountable to the public. Assist the public in understanding City processes. Encourage proper channels of communication so that ex parte communications do not encumber public processes.
		HI 5.4	Representative Government	Provide effective, representative, and efficient government via a coordinated system of elected and appointed officials and citizen groups.
		HI 5.5	Continuous Improvement	Implement and improve upon systems that lead to performance excellence throughout the entire City of Ketchum organization. This includes, but is not limited to, strategic planning, process management, high ethical standards, training, and customer-focused outcomes.
HI-6	The City will strive to balance desired levels of service against changing costs and revenues.	HI 6.1	Cost Recovery Model	Utilize a cost-recovery model, designed to estimate revenues and expenditures associated with development, to provide estimated fiscal impact information for major planning projects (e.g., annexations), major capital projects, and other development.
		HI 6.2	Revenue Stream	Investigate ways to diversify the City's revenue stream that will allow for greater implementation of the City's operations, capital improvement, and Plan goals.
HI-7	The City will provide clear and transparent information concerning the budget process.	HI 7.1	Citizen Engagement in Budget Process to Identify Community Priorities	Use a budget approach that helps identify community-wide priorities. Coordinate the strategic and capital planning of the City's agencies, such as the Ketchum Community Development Corporation and Ketchum Urban Renewal Authority with the City's budgeting process.
		HI 7.2	Clear Program and Service Funding Options	Develop a budget that provides clear understanding of program and service funding choice
		HI 7.3	Accountability, Efficiency, Innovation, and Partnerships	Emphasize City accountability, efficiency, innovation, and partnerships throughout the budget process and daily City operations.
HI-8	The City will encourage vibrant public discourse through technology, and will pursue technological solutions to ensure services are accessible, transparent, and efficient.	HI 8.1	Communication Options	Communicate and solicit feedback using a wide range of communications and technology methods. Implement the City's strategic communications plan.
		HI 8.2	High Quality Broadband Infrastructure	Continue to plan for and implement state-of-the-art broadband infrastructure and services to support a high performing and economically thriving community.
<b>FUTURE LAND USE</b>				
LU-1	Promote a functional, compact, and mixed-use pattern that integrates and balances residential and non-residential land uses.	LU-1.1	Integrated and Compatible Mix of Land Uses	Use the Future Land Use Plan to guide decisions about growth and development. The Future Land Use Plan identifies locations of land-use classifications within both the city limits and the ACI.
		LU-1.2	Development Monitoring within the Areas of City Impact	Since the City and the County agree that the ACI will be the geographic area where the City will likely expand and grow into the unincorporated County, the City will monitor future development plans within the ACI to ensure that adequate urban services can be provided and that the land uses and character of County development within the ACI meet Plan policies and the Future Land Use Plan.

		LU-1.3	Future Development in Neighborhoods and Districts	The Future Land Use Plan guides new development in existing and new neighborhoods and districts.
		LU-1.4	Balance between Jobs and Housing	The City will strive to ensure that a reasonable balance exists between housing demand, created by growth in jobs, and residential development in order to support a year-round resident population.
LU-2	Support infill and redevelopment in the downtown, major activity areas and specific areas that can take advantage of proximity to services and transportation.	LU-2.1	Infill and Redevelopment	Support intensification of land uses on appropriate infill and redevelopment sites in the following areas: <ul style="list-style-type: none"> <li>• Downtown;</li> <li>• Industrial areas;</li> <li>• St. Luke's Hospital/McHanville/Cold Springs Canyon</li> <li>• Warm Springs area; and</li> <li>• Existing neighborhoods with significant vacant parcels.</li> </ul>
		LU-2.2	Compatible Residential Infill	Appropriate types of infill include the new residential units on vacant lots/areas, additions to existing units, accessory dwelling units, and residential units with businesses. Ensure that residential infill is compatible in character and scale within the surrounding neighborhood.
		LU-2.3	Land Use Patterns for a Dynamic and Thriving Downtown Economy	Commercial strip development along arterial streets and high intensity retail and office uses outside the downtown core will be discouraged, except to provide neighborhood-scale retail and service uses.
LU-3	Create land use patterns that reinforce the use of transit and other alternative transportation modes.	LU-3.1	Land Use Densities to Support Transit	The Future Land Use Plan promotes the concept of mixed-use districts to support transit. The plan promotes more intensively developed activity areas surrounded by walkable neighborhoods with a variety of residential densities compatible with the transit system (See also Mobility Goals and Policies in Chapter 7).
		LU-3.2	Neighborhood Connectivity	Ensure that all future neighborhoods include internally and externally connected streets, sidewalks, trails, walkways, and bicycle lanes to help alleviate dependency on automobiles and allow pedestrian and bicycle mobility.



**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Staff made substantial progress moving housing actions forward through implementation of HAP.
- HAP, year 2 reflects learnings from the inaugural HAP and continues or adjusts actions that are in progress, ongoing, or not started.

Policy Analysis and Background (non-consent items only):

Since staff last presented a draft of the year 2 HAP, the FY24 budget was adopted, and feedback was sought on the draft plan. 19 implementation partners and 18 community members reviewed proposed actions. Priority actions that are in the proposed plan were identified through this outreach and generally correlate with staff analysis. These priority actions and general feedback are outlined below. The June staff report with descriptions of new actions are attached.

Note that Goal 1 and Goal 2 for the inaugural HAP referred to housing without specifying community housing. The goals described increasing general supply, with an emphasis on community housing. However, research from Blaine County in 2002 and Jackson/Teton County last year highlight how housing development that doesn't have a restriction for local occupancy increases the housing need for locals.<sup>1</sup> Staff now promote community housing instead of general growth. As such, staff recommend rewording these goals.

**PRIORITY ACTIONS**

**GOAL 1: CREATE + PRESERVE *COMMUNITY* HOUSING**

1. Develop new construction pipeline.
2. Continue Lease to Locals program.
3. Identify buildings for preservation.

**GOAL 2: UPDATE POLICY TO PROMOTE *COMMUNITY* HOUSING**

4. Explore priority processing + incentives for projects that serve the HAP

**GOAL 3: EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY**

5. Convert, acquire, or construct new transitional housing.
6. Implement regional, systems-level approach to planning and response.

#### **GOAL 4: EXPAND + LEVERAGE RESOURCES**

7. Secure Lodging LOT funds.
8. Update in-lieu fee.
9. Secure state/federal/county funds.

#### **GOAL 5: INFORM, ENGAGE + COLLABORATE**

10. Continue speaker series, trainings.

#### ***Which of the five HAP Goals do you think should be prioritized this year?***

11. Goal 1: Produce and Preserve Housing
12. Goal 5: Inform, Engage + Collaborate

### **GENERAL FEEDBACK**

#### ***What external factors are affecting or likely to affect HAP implementation?***

1. Funding:
  - “Ability to attract sufficient philanthropy to provide “free land” for affordable housing development”
  - “Budgetary constraints”
  - “financial consideration”
  - “Inadequate funding”
  - “lack of funds”
  - “The High Cost of Capital” and “interest rates”
  - etc
2. Capacity:
  - Construction capacity: “difficult to find builders”
  - Staffing: “need more staff to take advantage of available funding opportunities” and “need staff to do reporting and monitoring
3. Politics and NIMBYism:
  - “NIMBY and naysayers, the complacent government in the south valley, ridged thinking”
  - “Not standing up enough to pressures from property owners”
  - “held hostage by aging older population”
  - “Are illegals occupying all affordable housing”
  - “Regional issues are not being led regionally” and “need to improve regional coordination”
  - “jurisdictions too siloed”
4. Conflicting understanding of goals, needs and preferences:
  - “lower incomes don’t want to live here”
  - “people don’t want to live in Ketchum” and “are we trying to have everything in Ketchum”
  - “Are the performance measures realistic” and “skepticism about Ketchum’s goals”
  - “Too many new proposals without completing one first. I hear - lets convert this open space, and that open space, and where can we find more space. Finish one project first!”
  - “surprise that people are homeless or housing unstable”
  - “doing too many things”

#### ***What are you hearing from the community about our housing efforts?***

- “Mixed responses - cannot keep everyone happy”



- “Local residents surrounding Forest Service Park are stunned and immensely upset over the ‘Explore Forest Service Park for transitional or employee housing’ statement in the most recent HAP. Please expect very strong resistance to abusing this historic and vital part of Ketchum.”
- “Great staff but need more collaboration and leader”
- “doing something rather than nothing”
- “more than ever, housing recognized as a significant issue”

**ANALYSIS**

Staff agree with the feedback that goals 1 and 5 need to be prioritized – though not at the risk of the other goals. Two of the primary barriers could be mitigated with greater community education and collaboration – (1) politics and nimbyism and (2) conflicting understanding of goals, needs and preferences. One action that was under consideration but then removed due to budget constraints is funding a staff member or organization that solely focuses on community education. Other peer governments either directly staff or fund a non-profit whose mission is community education on housing, and some communities have member-based non-profits that amplify government’s education materials and advocate politically. This action is now reinserted into the year 2 HAP, with an asterisk since it is contingent on staffing unless a non-governmental entity takes on this responsibility.

Staff are also actively working on increasing funding and staff capacity – staff are currently applying for a \$5 million grant from HUD that requires leverage of local funds. Implementation partner and public feedback generally confirmed the direction of, and actions in, the HAP.

**SOURCES**

1. New development exacerbates need for affordable homes:
  - “New study gives legal footing to ask developers to pay for housing impacts,” by Jackson Hole News and Guide. [The study](#) finds that new development, including each new market rate housing unit, exacerbates the need for affordable (deed-restricted) housing. For example, for every 100 new market rate single-family units in Jackson, an additional 21 affordable units are needed for employees to adequately service those market rate homes and their occupants.
  - A similar study from [Blaine County in 2002](#) showed similar results. The larger the market rate home, the more employees generated. This study estimated that for every 100 new market rate homes used as a primary residence, it generated 40 new employees. For every 100 new market rate homes used as a second home, it generated 20 new employees.

**Sustainability Impact:**

Community housing houses members of the community locally, ensuring that residents are closer to their places of work, recreation, and other needs. This proximity helps to decrease transportation time (and costs to residents) and reduce vehicle-related emissions associated with commuting to and from work from outside of the community.

**Financial Impact:**

None OR Adequate funds exist in account:	Expected LOT funds would cover most these actions. Staff will continue to pursue grants and alternative funds.
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**Attachments:**

- |                                      |
|--------------------------------------|
| 1. Staff report, June 12, 2023       |
| 2. Draft Housing Action Plan, year 2 |

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve the Housing Action Plan, year 2"

Reasons for Recommendation:

- Staff made substantial progress moving housing actions forward through implementation of HAP, year 1 (48% completed or ongoing, 41% in progress).
- HAP, year 2 reflects learnings from year 1 and continues or adjusts actions that are in progress, ongoing, or not started.
- Each HAP acts as the Housing Team's job description and provides clear direction on how staff should devote their time.

Policy Analysis and Background (non-consent items only):

Here is an analysis of action items that have been adjusted or are new for the HAP, year 2. Staff welcomes guidance on any of these actions.

### **GOAL 1: CREATE + PRESERVE HOUSING**

- RFP next public parcel for development: To achieve the goal of 660 new, preserved, or converted homes in Ketchum by 2033, Staff believe that a portion of those units will need to be new construction. The most financially feasible and efficient means of achieving this and other city priorities (walkability, sustainability, etc.) is to use publicly owned land. An RFP of one publicly owned parcel is the next logical step from our land use analysis with HOLST to identify which publicly owned land is next to develop, potential unit count, and other programming considerations.
- Explore lite preservation program: General feedback and feedback specifically on the Lease to Locals program is the need to incentivize preservation of existing, locally occupied homes. Market forces and environmental conditions are challenging existing, cash-constrained homeowners. Through surveys and incoming calls, we hear of owner-occupied homes and homes rented to community renters that are at risk of flipping to current market prices and displacing existing owners and tenants due to increased HOA fees, property taxes, and capital improvement costs.
- Create lease template + how-to-guide for landlords: Staff similarly hear of owners who wish to rent to locals but have limited knowledge of or experience being a landlord. One common request to support this conversion is for tools such as a lease template and process document.
- Outreach + incentivize right of first refusal: One learning from peer communities is the value of obtaining rights of first refusal on existing naturally occurring affordable housing at risk of going market. Jason Glidden of Park City recommends door knocking and surveying existing owners to put agreements in place that if and when the owner wants to sell, would provide the City a right of first refusal to purchase the property. This necessitates adequate funds be made available for purchases, but the

approach would allow the City to resell the housing units with deed restrictions, ensuring long-term affordability.

- Implement ownership + preservation program (OPP): Research in Blaine County and peer communities, like Teton County, have made it clear that the only way to ensure our community and workforce can continue to support our economy and community character is if we deed restrict as many homes as possible for local occupancy. Best practice in peer communities is to essentially buy deed restrictions for local occupancy. Staff aim to launch a pilot of such a program this summer. Based on this year's survey, there is significant demand for this type of program countywide.
- Increase # of occupied ADUs: Based on learnings from year one, this action is clarified with two sub-actions, as follows.
  - Outreach to homeowners. Staff's analysis during year 1 elucidated prohibitive practices and regulations by HOAs. Staff aim to educate on the impact of those regulations, clarify existing state and local regulations, provide alternatives for HOAs and clear pathways to ADU development and local occupancy for homeowners.
  - Pilot incentives. Staff are exploring a variety of incentives to deed restrict ADUs for local occupancy, from policy changes to financial incentives and pre-approved plans.

## **GOAL 2: UPDATE POLICY TO PROMOTE COMMUNITY HOUSING**

*Build a regulatory and policy environment that increases community housing supply while remaining consistent with other community goals, such as sustainability, diversity, and aging in place.<sup>1</sup>*

Goal 2 for HAP, year 1, was to "Update Policy to Promote Housing." The goal described increasing general supply, with an emphasis on community housing. However, learnings over the last year highlight how housing development that doesn't have a restriction for local occupancy increases the community housing deficit, redirecting staff to promote community housing instead of general growth.<sup>2</sup> As such, staff recommend rewording goal 2 to "Update Policy to Promote Community Housing."

- Permanent adoption of interim ordinance: Staff is analyzing and reviewing the effects of the interim zoning ordinance to produce a draft ordinance for permanent adoption by October 2023. The proposed ordinance will affirm and refine standards of the interim ordinance, clarify administrative processes, codify interpretations, and clarify ADU standards to remove barriers to construction.
- Monitor progress on Tiny Homes on Wheels (THOWs) in other jurisdictions: The City of Hailey and Blaine County each passed amendments to their zoning ordinances to allow for Tiny Homes on Wheels as year-round dwelling units. Some health and safety concerns have been raised around the viability of THOWs in a mountain climate. Staff will be monitoring the use and uptake of THOWs in other jurisdictions to develop recommendations for future consideration of allowing THOWs in Ketchum.
- BCHA recommendations at public meetings: On behalf of BCHA and in an effort to fulfill their mission, staff will monitor housing-related topics that move through other jurisdictions' Planning & Zoning Commissions and Councils/Commissions. Staff will draft written comments and, when able, BCHA board members from the relevant jurisdiction will present for public comment.
- Monitor Lava Hot Springs case: The Idaho Association of Realtors and some private individuals sued the City of Lava Hot Springs for regulating short-term rentals. Staff will monitor the final outcome of this case as it proceeds up to the Supreme Court to help guide future recommendations on short-term rental regulation.
- Identify and implement policy changes identified in analysis of impediments: Learning from last-year's action to "clarify Fair Housing and Affirmatively Furthering Fair Housing Requirements," City Staff will

now analyze impediments to housing choice based on survey and census data. There may be policy-based recommendations resulting from this analysis.

- One barrier already identified is the limited applicability of tenant-based rental assistance (known as Section 8), with only 29 households receiving such assistance in the county. Staff are exploring with IHFA and seeking input from HUD on how to address this. This is referenced in Goal 3 as “advocate + expand section 8.”
- Propose non-discrimination ordinance for rental assistance: This is a slight rewording from last year, to specify that staff recommends an ordinance that prohibits landlords from discriminating against potential or existing tenants because they receive or would receive rental assistance. Unfortunately, it is common for this type of discrimination to occur even though rental assistance is more reliable than other sources of rental payments.

### **GOAL 3: EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY**

*Address immediate needs of unhoused and people at risk of displacement in our community. Integrate, improve and expand supportive services, rapidly rehouse, and prevent future displacement throughout the region.*

With over 9,400 residents countywide identified as unstably housed or cost-burdened and 158 individuals served this last winter through shelter and motel stays (1/3 of which were children), staff and partners recognize an ongoing need for shelter and transitional housing. Since research shows that homelessness is caused by an affordable housing deficit, actions of the Shelter Plan are incorporated here.<sup>3</sup> A Shelter Plan is being finalized in the coming weeks. The following additions to HAP, year 2 are actions outlined in the draft Shelter Plan.

- Identify + negotiate master leasing opportunities
- Convert, acquire, or construct new transitional housing
- Identify + fund rapid rehousing coordinator
- Implement regional, systems-level approach to planning + response
- Establish + track shared goals

Staff continue to hear how challenging it is to find and navigate housing resources, including knowing where and how to apply for permanent, deed-restricted housing. Staff, service providers, and property managers and owners refined the scope and during implementation of the HAP, year 1 action of “convening a one-stop-shop.” For year 2, this action is updated to “Manage housing navigation system:”

- Annually update Resource Guide + one-pager
- Create common pre-application + waitlist
- Create cheat sheet on how to apply + train case managers
- Continue case conferences
- Create/adopt referral system
- Educate on system, BCHA’s policies, VAWA, fair housing, housing navigation system, landlord-tenant law
- Certify BCHA program administrator as Housing Counselor

The last action here is “continue mediation program.” Six months after launch, this program has assisted 18 households avoid homelessness and is gaining traction. The mediation team is also training 11 local stakeholders to be certified mediators, had 98 registrants for an eviction law training, and has trained 9 individuals in conflict resolution.

#### **GOAL 4: EXPAND + LEVERAGE RESOURCES**

*Increase resources - both funding and land - to support Action Plan Goals from a range of public and private sources.*

- Review vacant and NOAH inventory: Staff aimed to use existing resources and contracts over the last year to inventory vacant lots and naturally occurring affordable housing to identify opportunities for acquisition and preservation with restrictions for local occupancy. Existing resources are better suited for other efforts, so staff recommend contracting this analysis out to GIS experts.
- Contract for + use grant-writing services: Last year, staff were involved in two grant applications (both successful). One was written without the assistance of someone familiar with the application or process and the other was written by a contractor familiar with both. The latter was much more efficient than the former – leaving staff more time for their primary responsibilities. Staff recommend contracting for grant-writing services going forward. These services typically pay for themselves.

#### **GOAL 5: INFORM, ENGAGE + COLLABORATE**

*Invest in building local capacity and regional partnerships to make informed decisions about, and execute on, housing action. Support ongoing communications to increase coordination and effectiveness, targeting the public, other jurisdictions, and implementation partners.*

- Removed “convene quarterly government meeting”: This has transitioned to the City Administrator level, so the Housing Team is no longer involved.
- Table at events + in areas with potential development: Housing Staff and BCHA see value in being approachable and accessible to community members. To that end, staff aim to table at community events to get the word out on programs and respond to housing questions. In areas where the City is involved in potential development, the housing team can table and engage neighbors and passersby to educate and receive feedback.
- Enhance BCHA board engagement: BCHA, staff and partners recognize the need for the community’s housing representatives – i.e. BCHA Board members - to provide public comment. Staff would draft recommendations for board member consideration. Similarly, events and other opportunities arise to have public representatives of the housing effort.
- Encourage creation of annual peer community housing conference: Visits to and from housing directors of peer communities highlight the value of brainstorming and problem solving together. This year’s visiting housing directors enthusiastically indicated interest in attending a housing conference of peer communities. Staff can encourage or explore ways to facilitate such a convening.
- Create countywide scorecard: Tracking actions across jurisdictions would create transparency for community members and across governmental actors and other partners. Such clear action items would also provide opportunities for greater collaboration.
- Outreach + education to HOAs: Staff are recognizing the need for direct education and engagement of HOAs, particularly those that include deed-restricted homeowners. In general, HOAs also control design and planning restrictions in ways that may – intentionally and unintentionally – restrict local occupancy and be detrimental to housing efforts. Staff recommend learning from HOAs about their goals, brainstorming alternative methods, and educating existing homeowners on impacts.
- Support housing education org. or position: Peer communities directly support or fund organizations whose primary mission is to educate the community and advocate for housing initiatives. Staff capacity and ability to conduct such efforts is limited, and staff recommend supporting a third-party entity that can learn from staff and share out to the community.

- Support employee generation study: A study from 2002 in Blaine County and more recent ones in peer communities have highlighted how new development exacerbates the need for community housing. Staff know that this community values data-driven decisions. While a full nexus study demonstrating the direct relationship between market rate development and employee generation might not be needed at this time, a detailed study could better inform planning and zoning decisions and refinement of tools and strategies.

**FORMATTING NOTE**

For the sake of efficiency and staff capacity to continue to conduct housing efforts, staff propose the attached format for subsequent Housing Action Plans. Staff recommend a full review of the assessment at year 5, and – depending on the outcome of such an assessment – revisiting the goals and strategies at year 5 or 10.

**SOURCES**

1. Ketchum, 2014 Comprehensive Plan.
2. New development exacerbates need for affordable homes:
  - “New study gives legal footing to ask developers to pay for housing impacts,” by Jackson Hole News and Guide. [The study](#) finds that new development, including each new market rate housing unit, exacerbates the need for affordable (deed-restricted) housing. For example, for every 100 new market rate single-family units in Jackson, an additional 21 affordable units are needed for employees to adequately service those market rate homes and their occupants.
  - A similar study from [Blaine County in 2002](#) showed similar results. The larger the market rate home, the more employees generated. This study estimated that for every 100 new market rate homes used as a primary residence, it generated 40 new employees. For every 100 new market rate homes used as a second home, it generated 20 new employees.
3. “Homelessness Is a Housing Problem: How Structural Factors Explain U.S. Patterns,” by Gregg Colburn and Clayton Page Aldern. March 2022, University of California Press.

Sustainability Impact:

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Financial Impact:

None OR Adequate funds exist in account:	Expected LOT funds would cover most these efforts. Staff will continue to pursue grants and alternative funds.
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Attachments:

1. Draft Housing Action Plan, year 2
2.
3.



# DRAFT HOUSING ACTION PLAN, YEAR 2

## October 2023 - September 2024

for more details, visit [projectketchum.org](http://projectketchum.org)

### 2022 NEEDS ASSESSMENT SUMMARY

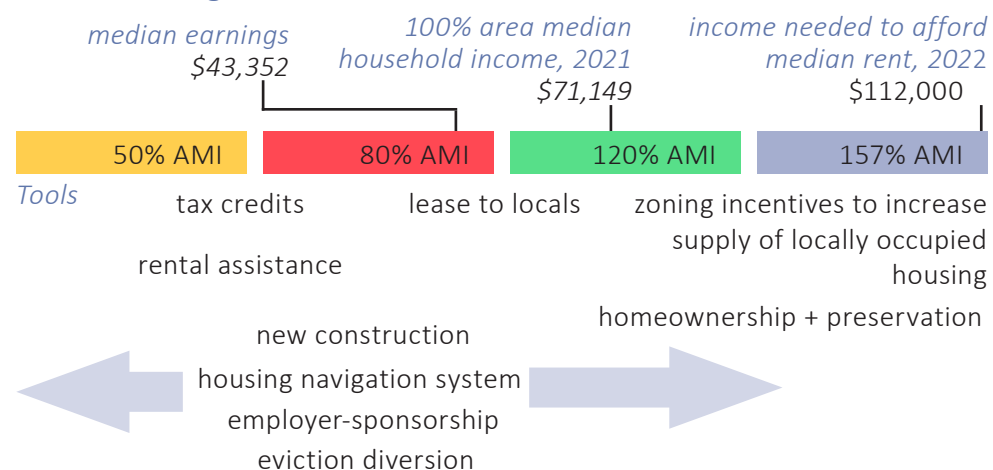
- 1 There is a massive shortage of affordable homes in Ketchum.   
 **660** Need at least 660 preserved, converted, or built homes in Ketchum by 2032.
- 2 Ketchum is losing its workforce and long-time residents because most local people cannot afford to live here.<sup>1</sup>
- 3 Our community agrees that there is a housing crisis and wants action.<sup>2</sup>

### TRACKING OUR 1-YEAR HOUSING ACTION PLAN

#### PROGRESS HIGHLIGHTS MAY 2022 - SEPTEMBER 2023

- 41 community housing units in Ketchum constructed, preserved, or converted
- 166 community housing units in progress in Ketchum
- Directly assisted 85 households & increased support for an additional 260 households facing displacement, countywide
- Housing team raised \$1.85 million in funding for housing efforts, countywide

We need housing across income levels, and multiple tools to achieve that goal.<sup>3</sup>



### GOAL 1

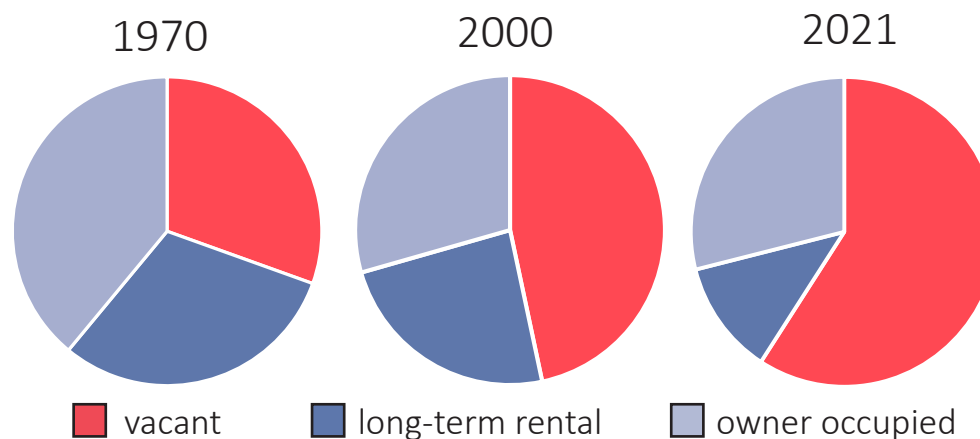
### PRODUCE + PRESERVE COMMUNITY HOUSING

Act to create and preserve housing affordable for our local workforce and community. Maintain a healthy balance of short-term/visitor lodging and resident-occupied housing.

# 660

Preserve, convert, or build at least 660 homes in Ketchum by 2032. This estimated demand is based on historic growth rates but is primarily comprised of community members who are at risk of displacement or are unhoused. It does not include the 260 "lost" renter households from 2010 to 2021. The minimum demand for Blaine County is 4,700 preserved, converted, or new homes by 2032.

Long-term rentals have decreased in the last decade and vacant homes are now 60% of Ketchum's housing stock.<sup>4</sup>



#### 10-YEAR PERFORMANCE MEASURES

	MAY 22'	STATUS
• Minimum of 660 preserved, converted, new housing	0	41
• At least 60% of housing stock is long-term occupied	30%	41%
• 40% of Ketchum's workforce can live in Ketchum	7%	8.5%

#### YEAR 2 ACTIONS

##### NEW CONSTRUCTION

- Develop new construction pipeline:
  - 1st & Washington (~64 homes)
  - Explore YMCA with parking
  - Identify parcels for acquisition
  - Dialogue w/ significant site owners
- RFP next parcel for development

##### PRESERVATION

- Explore Forest Service Park for employee housing
- Identify buildings for preservation
- \* Explore light preservation program

##### CONVERSION TO LOCALLY OCCUPIED

- \* Outreach for right of first refusal
- Continue Lease to Locals program (17 homes)
- \* Create lease template & how-to-guide for prospective landlords

##### NEW, PRESERVE, OR CONVERT

- Pilot ownership + preservation program (include bargain sale)
- Increase # of occupied ADUs
  - outreach to homeowners
  - pilot incentives

- in progress □ not started
- ongoing \* with staff increase

1. U.S. Census Bureau: ACS 5-Year Estimate 2019; Blaine County Housing Authority, fiscal year 2021.  
 2. Ketchum Matters Community Housing Survey + Stakeholder Interviews, Nov. 2021-Jan.2022.  
 3. U.S. Census Bureau: ACS 5-Year Estimate 2019; Blaine County Housing Authority, fiscal year 2021.

### GOAL 2

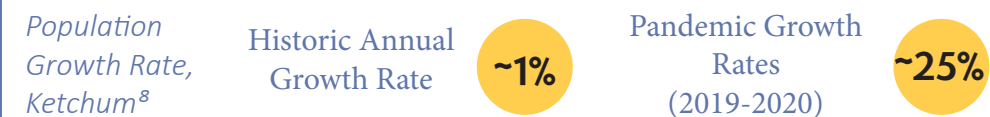
### UPDATE POLICY TO PROMOTE COMMUNITY HOUSING

Build a regulatory and policy environment that increases community housing supply while remaining consistent with other community goals identified in the Comprehensive Plan, such as sustainability, diversity, and aging in place.<sup>5</sup>

Only upper-income households can really afford the 'market.' Given current, high housing for-sale and rental prices in Ketchum, market-rate housing is only affordable to upper-income households. Median (market) Ketchum rent is only affordable to households earning more than \$107,000 annually.<sup>6</sup>

Residential development has slowed. Nearly half of the existing housing stock was built between 1970 and 1989.<sup>7</sup>

Pandemic population boom accelerated trends. The first year of the pandemic saw a severe acceleration of negative trends for housing locals, along with a substantial increase in year-round population that appears to remain and generally does not work locally.



#### 10-YEAR PERFORMANCE MEASURES

- Supports all targets

#### YEAR 2 ACTIONS

##### ZONING CODE

- Permanent adoption of aspects of interim ordinance
- Develop code change work plan
- Audit existing code in relation to HAP
- Meet regularly with partners to obtain feedback for process improvements
- Explore priority processing and incentives for projects that serve the Housing Action Plan
- Establish annual accountability metrics for application, permit, etc.
- Monitor progress on Tiny Homes on Wheels in other jurisdictions
- BCHA recommendations and

- comments to local governments
- Update density bonus program

##### STATE & FEDERAL POLICY

- Identify state-level policy changes
- Identify federal-level policy changes

##### SHORT-TERM RENTALS

- Monitor Lava Hot Springs case

##### STABILITY & ACCESS

- Identify + implement policy changes from analysis of impediments
- \* Propose non-discrimination ordinance for rental assistance
- \* Propose relocation & displacement ordinance

4. U.S. Census Bureau: ACS 5-Year Estimates (1970, 2010, 2019, 2021)  
 5. Ketchum, 2014 Comprehensive Plan.  
 6. Blaine County Housing Authority, fiscal year 2019 and 2021. Based on Idaho Mountain

Express advertisements.  
 7. U.S. Census Bureau: ACS 5-Year Estimates, City of Ketchum building permit data  
 8. U.S. Census: ACS 5-Year Estimates (2019); Decennial Census Redistrict



# DRAFT HOUSING ACTION PLAN, YEAR 2

Oct 2023 - Sept 2024

## GOAL 3 EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY

Address immediate needs of unhoused and people at risk of displacement in our community. Integrate, improve and expand supportive services, rapidly rehouse, and prevent future displacement throughout the region.

1%

### Local residents experiencing homelessness

Point in Time Count 2023; Blaine County School District; Blaine County Housing Survey 2023; Housing Matters Survey 2022

40%

### households countywide are at risk of displacement, because they are

- cost burdened (paying more than 30% of income on housing)
- in substandard housing
- are overcrowded
- are experiencing homelessness
- have verbal or month to month leases

Blaine County Housing Needs, 2023 Update

Housing instability is creating financial, social, and emotional challenges for residents across the valley.

Ketchum Housing Matters interviews of over 30 community members. Nov. 15, 2021-Jan. 3, 2022

### 10-YEAR PERFORMANCE MEASURES

### STATUS

- Prevent displacement and assist 100 households annually

+85 households (complete)  
+260 households (in progress)

### YEAR 2 ACTIONS

#### EMERGENCY & HOMELESSNESS

- ☐ Identify + negotiate master leasing opportunities
- \* Convert, acquire, or construct new transitional housing
- ☐ Identify + fund manager
- \* Implement regional, systems-level approach to planning + response
- \* Establish + track shared goals
- \* Advocate + expand section 8

- Create common pre-application + waitlist
- Create cheat sheet on how to apply + train case managers
- Continue case conferences
- Create/adopt referral system
- Educate on system, BCHA's policies, housing regulations & laws + housing navigation system
- \* BCHA program admin to certify & conduct housing counseling

#### PROCESSES & EASE OF ACCESS

- \* Coordinate funding sources
- \* Manage housing navigation system
  - Annually update Resource Guide + one-pager

#### SUPPORTIVE SERVICES

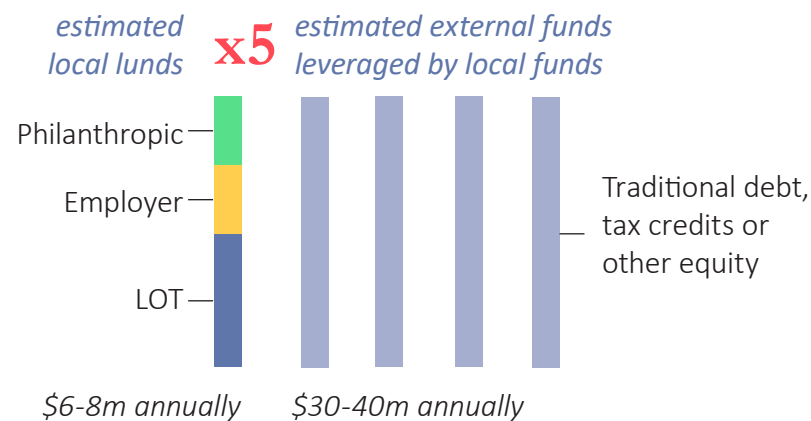
- Continue mediation program

## GOAL 4 EXPAND + LEVERAGE RESOURCES

Increase resources - both funding and land - to support Action Plan Goals from a range of public and private sources.

Need \$6-8 million annually, or \$60 million total.

The more local resources devoted to housing, the more investment can be leveraged.



20%

20% of City housing funds to be allocated for significant county-wide developments or programs.

### 10-YEAR PERFORMANCE MEASURES

### STATUS

- Secure \$6-8m annually of local funds, including 20% to be used countywide

+~\$1.85 m

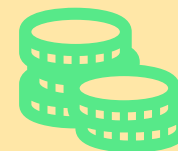
### YEAR 2 ACTIONS

#### LOCAL GAP / MATCH FUNDS

- ☐ Map vacant and Naturally Occurring Affordable Housing (NOAH) inventory
- Coordinate philanthropic efforts
- \* Facilitate employer-sponsored housing
- ☐ Secure additional lodging LOT funds
- ☐ Update in-lieu fee

#### LEVERAGE OTHER RESOURCES

- Secure state/federal/county funds
- ☐ Contract for + use grant-writing services



## GOAL 5 INFORM, ENGAGE + COLLABORATE

Invest in building local capacity and regional partnerships to make informed decisions about, and execute on, housing action. Support ongoing communications to increase coordination and effectiveness, targeting the public, other jurisdictions and implementation partners.

Coordination around a shared vision is imperative.



### 10-YEAR PERFORMANCE MEASURES

### STATUS

- Achieve minimum of 51% satisfaction/public approval of action, coordination and results
- Allocate 20% of Ketchum housing funds county-wide

38% (online & in-person)  
~20%

### YEAR 2 ACTIONS

#### COORDINATE

- Continue quarterly implementation partner meeting

#### COMMUNITY FEEDBACK

- Determine perception on efforts
- \* Table at events + in preparation of developing on public land

#### IMPLEMENTATION VISION + CAPACITY

- ☐ Create Year 3 Housing Action Plan
- ☐ Increase staff capacity
- ☐ Enhance BCHA board engagement
- \* Create countywide scorecard

#### COMMUNITY EDUCATION

- Transparent budgeting, annually
- Quarterly progress report + monthly City Council updates
- Continue speaker series, trainings
- \* Develop education and calculator for in-lieu fee
- \* Outreach + education to HOAs with and without community housing
- ☐ Support employee generation study
- \* Create Idaho Mountain Express insert, Blaine County housing report





City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

No action. Staff is bringing an analysis of the housing fee-in-lieu to the City Council for direction on recommending an update and preparing a fee resolution for review and approval at a future meeting.

Policy Analysis and Background (non-consent items only):

Introduction and History  
The City of Ketchum adopted Ordinance 994 in 2006 establishing a community housing density bonus incentive which provided for an increased floor area ratio (FAR) in exchange for community housing. Changes have been made to the original requirement and Ketchum Municipal Code (KMC) Section 17.124.040 reflects the current standards. An applicant may satisfy the community housing requirement in different ways. One way is to contribute a housing in-lieu fee. Under KMC 17.124.040.B.2.c, the in-lieu fee shall be recommended by the governing housing authority **on an annual basis** and adopted by the City Council. The last fee update occurred in in 2021 and went into effect in January 2022. Prior to that update, the last fee update occurred in 2016.

The purpose of the density bonus incentive “is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees.” A project may exceed the permitted FAR within the city’s Community Core (CC-1 and CC-2), Tourist (T, T-3000, and T-4000), and General Residential – High Density (GR-H) zone districts subject to review and approval of the project design by the Planning and Zoning Commission.

Projects taking advantage of the increased FAR must provide a certain square footage of community housing per the calculation outlined in KMC 17.124.040 or KMC 17.124.050 for hotels. The requirement may be satisfied by one or a combination of the following:

- Provide community housing on-site
- Construction of community housing off-site, within the city limits
- Acquisition of existing housing stock subject to City approval
- Land conveyance to the city
- Pay a fee-in-lieu of community housing

In-lieu fees are calculated using a dollar per square foot rate. In-lieu fee payments are required prior to issuance of the building permit for the project.

2021 Fee Update

The current in-lieu fee is \$450 per square foot, which was raised from the rate of \$238 per square foot established in 2016. However, the fee per square foot that BCHA and staff calculated and recommended using the existing fee methodology during the 2021 update was \$603. At the time of review in 2021, the City Council concluded that, due to the lapse in time since the last update (2016), the housing fee-in-lieu should be set at approximately 75% of the recommended rate.

The 2021 update followed the process below:

July-October 2021	Staff and BCHA conducted market research and a peer cities analysis to aid in updating the current rate adopted in January 2016
October 1st 2021	Draft information package sent to the development community for feedback, announcing City Council meeting on October 18th
October 18, 2021	City Council meeting to discuss revised fee – council requested additional information including a 5-year trend analysis, sensitivity analysis for key assumptions, and an example project
November 18, 2021	City Council meeting to review additional information and provide direction to staff. City Council determined: <ul style="list-style-type: none"> <li>• That existing methodology and using all sales for median market rate purchase price would be retained for fee update.</li> <li>• Provided direction to host a Community Workshop where open dialogue can occur between council and stakeholders to better understand concerns and receive feedback on final assumptions</li> </ul>
December 13, 2021	Community Workshop for discussion with the community and provide direction to staff on next steps
December 20, 2021	Staff presents fee resolution to City Council recommending housing in-lieu fee of \$450 per square foot. City Council approves update with effective date of January 1, 2022.

2021 Methodology Analysis

BCHA has used the same general methodology for determining the in-lieu fee since 2015. The methodology is not based directly on the cost of construction of housing units, but instead is a gap analysis between the cost of market rate housing in Ketchum and what a Category 4 household can reasonably afford. During the 2021 fee update, BCHA and staff assessed the fee methodology and numeric assumptions for the City of Ketchum against eight jurisdictions in Colorado, Wyoming, and Idaho. Subsequently, staff, the City Council and the community reviewed many of the numeric inputs in the methodology, and staff provided a sensitivity analysis of adjustments to the assumptions. Based on this analysis, BCHA and staff ultimately recommended retention of the existing fee methodology, with changes to the following assumptions:

- *Target Community Housing Unit Size.* The 2016 fee was set using a target community housing unit size of 1,250 square feet. This number was not generated through a review of existing deed restricted units but seen as an industry standard at the time. Staff and BCHA calculated the average unit size for all for-sale units in the City of Ketchum, resulting in a median unit size of 908 square feet. Staff were supportive of using the revised square footage of 908 rather than the initial 1,250 square feet as it is based on existing data (median unit size) which can be updated over time using established information.

- *Interest Rate.* The 2016 fee was set using a flat interest rate of 6.5%. In October 2021, staff and BCHA recommended using a 20-year average interest rate, rather than a flat rate. Feedback from the development community indicated a 5-year average interest rate is more realistic provided the fee is updated more regularly. Staff and BCHA were supportive of using a 5-year interest rate as the rate will be based on published interest rates and can be updated based on established information.
- *Administrative fee.* BCHA recommended increasing the administrative fee to 15% from the 10% used in 2016. Staff was supportive of this increase as administrative and soft costs associated with development of housing are often 20% of construction costs. BCHA recommended the increase in consideration of the escalation in administrative costs for the city, BCHA, or future community housing developers to construct and manage community housing units.

#### Recommended Update

BCHA and staff have analyzed the updated market data (September 2022 – August 2023) necessary to update the fee-in-lieu. BCHA first reviewed the fee based on the latest recommended assumptions from the 2021 process (described above). Using the recommended assumptions from the 2021 process, the fee-in-lieu would increase to \$830, an 84% increase from the current rate of \$450 (and a 38% increase from the originally recommended update of \$603).

Staff and BCHA next looked at the key numeric inputs contributing to the proposed rate:

- *Market Rate Median Price per Square Foot.* With the significant rise in home sale prices in 2022 and 2023, the market median price per square foot in Ketchum in the study period increased to \$938. This is up 43% from the price used in the 2021 analysis (\$658).
  - o During the 2021 update process, some community members questioned the use of all Ketchum market sales data for the purpose of determining the fee-in-lieu, arguing that the highest end luxury homes are so expensive per square foot that they are not valid for comparisons for community housing development costs. While staff and BCHA have argued that the use of medians in these calculations helps to eliminate these outliers, in this year’s analysis BCHA and staff analyzed the price per square foot if units are excluded that have more than 3 bedrooms, as existing community housing units range in size from studio to 3 bedrooms and the needs assessment determined that there isn’t substantial need for units with more than 3 bedrooms. With this adjustment to the input data, the market median price per square foot is \$864, a 31% increase from the 2021 figure.
  - o Consistent with this change, staff and BCHA also recommend updating the inputs for the monthly HOA dues analysis to be limited to Studio to 3 Bedroom units. This results in a slight increase from \$432 to \$439, but both analyses reflect a significant increase in HOA costs since the 2021 analysis (\$312).
- *Target Square Footage for Community Housing.* During the 2021 process, staff and BCHA recommended shifting the target size from 1,250 sf to the median size of existing community housing units. In the latest analysis, median community housing unit size decreased from 908 sf to 817 sf since 2021. Staff continues to support this approach.
- *5 Year Average Adjusted Interest Rate.* Due to the recent increases in interest rates, the adjusted 5-year average (which includes the average interest rate of 2023 through August) is 4.34%. At the time of the 2021 calculation, interest rates were still at historic lows. The current 5-year average interest rate does not reflect the reality of current interest rates, but it does represent diminished purchasing power for borrowers, adding to the affordability gap and higher fee calculation.
  - o Staff and BCHA recommend continuing to use the 5-year average adjusted interest rate, as recommended by the development community during the 2021 update process.

Based on the above recommended adjustments from staff, the 2023 fee-in-lieu would be \$747/square foot. This represents an adjustment of 66% from the current \$450, and 23% from the proposed 2021 rate of \$603.

Next Steps

Staff recognize that there needs to be a larger overhaul of the density bonus program – specifically with (1) the equation that determines how much floor area needs to be dedicated to community housing, (2) the requirement for only category 4, rather than category 4 being an average or using another mechanism to achieve an income mix among units and (3) removing the staff, council, and developer burden of negotiating the type of community housing units during every FAR Exceedance Agreement approval. To that end, staff are adding a general program update to the workplan timed with Comprehensive Plan density discussions. In the short term, staff can proceed with proposing changes to #2 above regarding mixed incomes, which would be processed with the Planning and Zoning Commission’s input.

In the meantime, staff recommend moving forward with a fee resolution to update the fee-in-lieu to the new fee of \$747 (or another number that the Council is comfortable with). This requires a public hearing with two weeks of public notice, which could be scheduled for the next Council meeting on November 6.

Sustainability Impact:

None OR state impact here: None.

Financial Impact:

None OR Adequate funds exist in account:

Increasing the community housing fee-in-lieu may increase the balance of the City of Ketchum in-lieu fund, however this is dependent on whether developers elect to build housing or pay the fee-in-lieu.

Attachments: None



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: October 16, 2023 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to review and approve Professional Services Agreement #24892 between the City of Ketchum and SAFEbuilt, LLC.

Recommended Motion:

I move to approve, and authorize the mayor to sign, Professional Services Agreement #24892 between the City of Ketchum and SAFEbuilt, LLC.

Reasons for Recommendation:

- On October 6, 2023, planning staff presented options for providing building department services to the City of Ketchum. One of those options included a full-service contract with a third-party contractor. After review of the options, city council provided direction to staff to proceed with a third-party contractor provided that city staff continue to work with other jurisdictions for a consolidated regional building department over the next few years.
Prior to the discussion with council, city staff had received a preliminary proposal from SAFEbuilt, LLC to provide full-service building department services (Attachment 1). Following the council meeting, staff conducted a debrief meeting with SAFEbuilt to review the concerns raised by City Council for inclusion in the contract provisions.
SAFEbuilt has agreed to include contract provisions related to recruitment, hiring, and performance management not usually included in professional service contracts to address some of the city’s concerns and provide a better level of certainty to the city and its customers.

Policy Analysis and Background (non-consent items only):

The proposed contract (Attachment 2) is a professional services agreement, for full building department services, that automatically renews each year unless terminated by either party. Exhibit A of the contract outlines in detail what is meant by “full building department services”. In short, the city will have the following:

- An on-site Certified Building Official/Inspector from 8:30am to 5:00pm Monday through Friday
Inspections 5 days per week (increased from 4 days per week currently)
Enforcement of all adopted building codes (including energy code)
Fulfillment of all “building official” and “building inspector” roles and responsibilities outlined in the Ketchum Municipal Code
Track and recommend policy changes, process improvements, or fee updates as necessary.
Regular documentation and reporting of all key building permit metrics including inspections

In addition to the building official/inspection duties, the contract also includes electronic plan review through a new permitting and workflow system called CommunityConnect. This permitting system consolidates all steps of the building permit issuance, inspection, and certificate of occupancy process into one location. All steps of the process will be transparent and available to customers at all times, even outside of city business hours.

During the October 6, 2023 meeting, city council expressed concerns related to the staffing and management of the individual placed by SAFEbuilt in Ketchum. City staff worked diligently with SAFEbuilt to develop minimum qualifications, process for vetting candidates, communication expectations for absences, an outlined process for performance management to address issues, and process for navigating staff turn-over should that arise through the contract period. These details are outlined in Exhibit A of the contract.

**Next Steps:**

Staff has begun the development of a transition plan in coordination with the State of Idaho and SAFEbuilt to ensure the smoothest transition possible for our customers. If approved, city staff will finalize and begin implementation of that transition plan. Frequent, clear, and transparent communication to the development and construction community is the top priority for the transition. The Fall Development and Construction Meeting is scheduled for Tuesday, October 17<sup>th</sup> from noon to 1:30pm where city staff will conduct a listening session to understand what the main questions and concerns are from our customers. This feedback will be incorporated into the transition plan to ensure that we address all areas of concern as we work through the process.

**Sustainability Impact:**

To date, the International Energy Conservation Code (IECC) has not been enforced since its adoption. Although the city's green building standards are no longer enforceable due to the passing of HB287, SAFEbuilt will enforce all provisions of the adopted energy code through the building permit and inspection process.

**Financial Impact:**

None OR Adequate funds exist in account:	The cost of services is 53% of building permit and building plan check revenue. The FY24 adopted budget assumed 65% of revenue would go towards building department services for the City of Ketchum. No amendment to the budget is required for this request.
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**Attachments:**

- |  |
|--|
| 1. SAFEbuilt, LLC Proposal for Full Building Department Services |
| 2. Professional Services Agreement #24892                        |



SAFE**built**®

TRANSFORMING COMMUNITY DEVELOPMENT

## **Full Service for Ketchum, Idaho**

We're Here for You When You Need Us

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# SAFEbuilt at a Glance

A leading provider of Community Development and Building Department Services, including, but not limited to Full-Service Building Department, Inspections, Supplemental Plan Reviews, Code Compliance, Planning, and Zoning.

- Founded: 1992
- Employees: 1,500+
- Experienced / Certified Leadership
- 1,600+ Municipal and Public Agency Clients
- Lifecycle of Building Services
- Affiliations:
  - International Code Council (ICC)
  - National Home Builder's Association (NHBA)
  - U.S. Green Building Council (USGBC)
  - National Fire Protection Association (NFPA)
- Robust Infrastructure



Operational Excellence



Expansive US Footprint



Robust Business Intelligence & Analytics



1,200+ Certified Building Professionals



International Code Council (ICC) Certified



End-to-End Solutions



# SAFEbuilt Family of Companies

The SAFEbuilt family includes five subsidiary partners, each of which aligns with our core values, and our desire to provide the most exceptional service to communities we support.



**KUTZMANN & ASSOCIATES, INC**

- Plan Review
- Inspection Services

**WINSTON SERVICES**

- Building and Life Safety Code Consulting
- Plan Review
- Commercial Building Inspection

**CALVIN, GIORDANO & ASSOCIATES**

- Building Department Services
- Planning
- Engineering

**MT CAUSLEY, LLC**

- Building Department Services

**INTERWEST**

- Building and Safety Services
- Planning
- Engineering

**MTCI PRIVATE PROVIDER SERVICES, LLC.**

- Plan Review
- Inspection Services
- Permitting Services

# SAFEbuilt's Core Values

We embody our Core Values. Our goal is to approach each day and every relationship with:

**Service**

We choose to do the right thing every time.

**Integrity**

We choose to do the right thing every time.

**Teamwork**

We have an environment where everyone is can contribute ideas. We encourage and reward creativity and initiative.

**Improvement**

We continuously strive to improve and understand how we can do better tomorrow.

**Respect**

We are respectful in the way we interact with everyone.



# Top Issues Facing Our Clients



70% of our clients say that they were having difficulties finding qualified personnel to fill their open positions. This misalignment between the number of available jobs and the number of skilled workers is an ongoing issue faced by the industry.

Many firms are concerned that the lack of a skilled workforce will negatively affect safety. In fact, 47% of contractors say that an inexperienced labor force is a safety concern. As the shortage of workers continues to be a problem, firms need to be aware of safety concerns and to make adjustments accordingly.



Technology has transformed the industry. Necessary construction technology includes cloud-based software, integrated collaboration, and mobile project management. The use of building information modeling (BIM), laser scanning, and virtual reality will also become more widely used in the coming years.



Construction projects are becoming more demanding and complicated in their design. This trend will pose a challenge if you don't have a qualified workforce. According to Accenture, only 30% of firms currently deliver projects on budget, and only 15% deliver on time. This number of firms who can deliver projects on-time and on-budget will continue to decrease as the number of skilled workers decreases and demand increases

# Why SAFEbuilt?

SAFEbuilt offers the right experience to help revamp your Building Department, which in turn, will help revitalize your community

SAFEbuilt will leverage our:

- Established Industry Experience – Our Operational Leadership team has 100+ combined years of Building Department experience, including:
  - Building Department Services
  - Inspections: Building, Fire, Assessments, etc.
  - Code Compliance
  - Plan Reviews
  - Civil, Structural, & Environmental Engineering
- Proven Track Record – Delivering exceptional results for our municipal and public agency clients since 1992
- Robust Building Management technology, compliance, & security
- Almost unlimited ability to deliver expansive performance reporting / actionable insights
- Proven Building Department processes to improve efficiency / reduce costs



## WE DELIVER

High-Level Performance  
Industry Best Practices  
Certified Professionals

## WE PROTECT

UCC/ICC Certified  
Robust Quality Assurance  
Pro-Active Skill Development

## WE ENHANCE

Business Process Efficiency  
Convert & Integrate Data  
into Actionable Insights

# SAFEbuilt Smaller Community Partnering

## TOWN OF SAHUARITA, AZ

- Medical facility includes an emergency room, two operating rooms, as well as medical offices for primary care, cardiology, orthopedics, and general surgery
- Two-story building / 42,000 square feet

*Plan Review for Medical Facility*



## CITY OF STREATOR, IL

- Provide building, plumbing, electrical, and mechanical inspection services
- Project types include: residential development; small and large retail/commercial development; and historic building redevelopment and restorations

*Inspection Services*



## TOWN OF DEER TRAIL, CO

- Building official services
- Building plumbing, mechanical and electrical inspection services
- Professional plan review services

*Full Building Department Services*



# SAFEbuilt Smaller Community Partnering

## TOWN OF KUNA, ID

### *Inspections and Plan Review*

- Plan review for large Meta Project
- Onsite inspections for large scale commercial projects and residential developments
- On Call Building Official Services



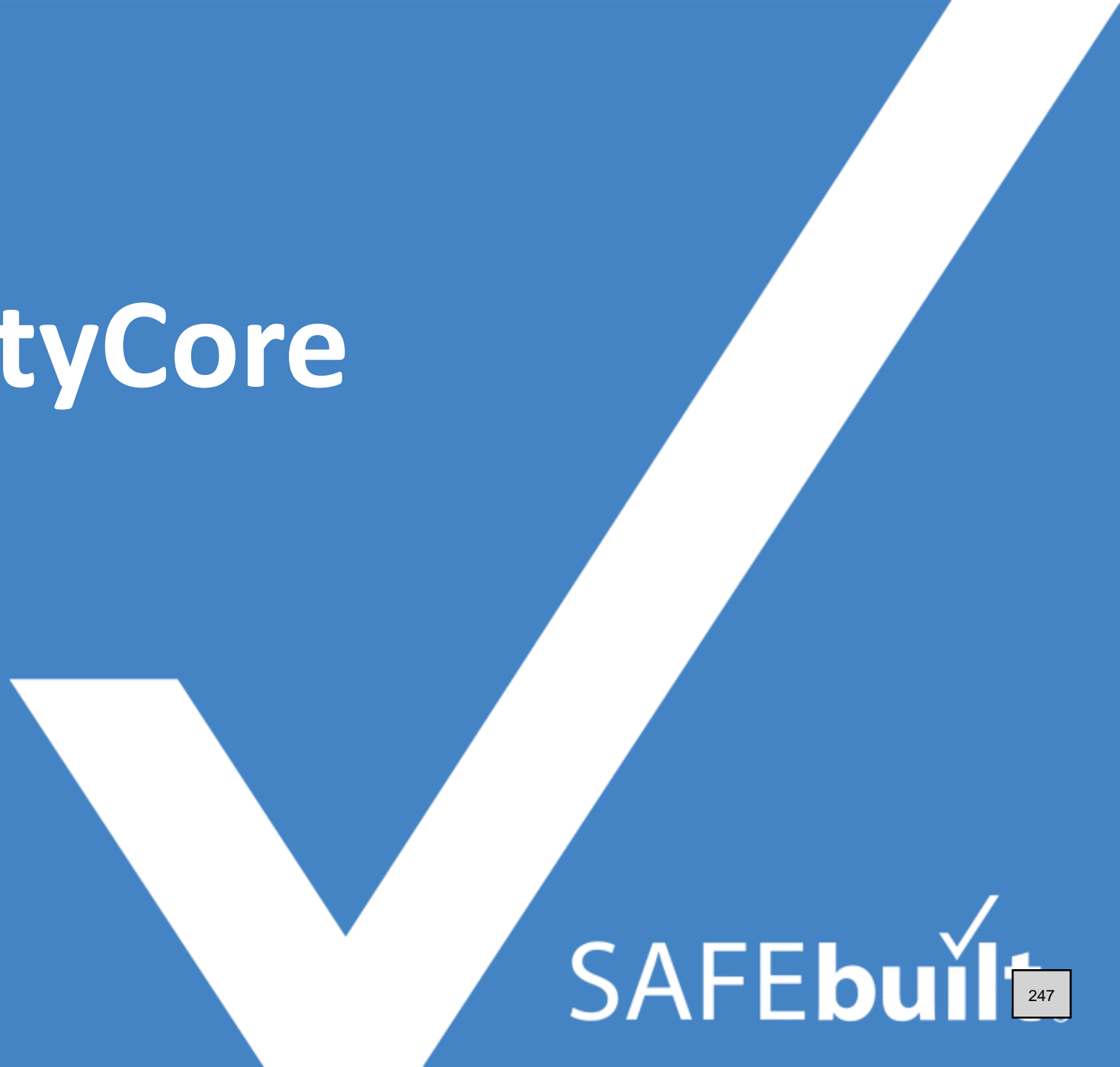
## CITY OF NAMA, ID

### *Plan Review Services*

- **Project types include:** residential development; small and large retail/commercial development



# CommunityCore



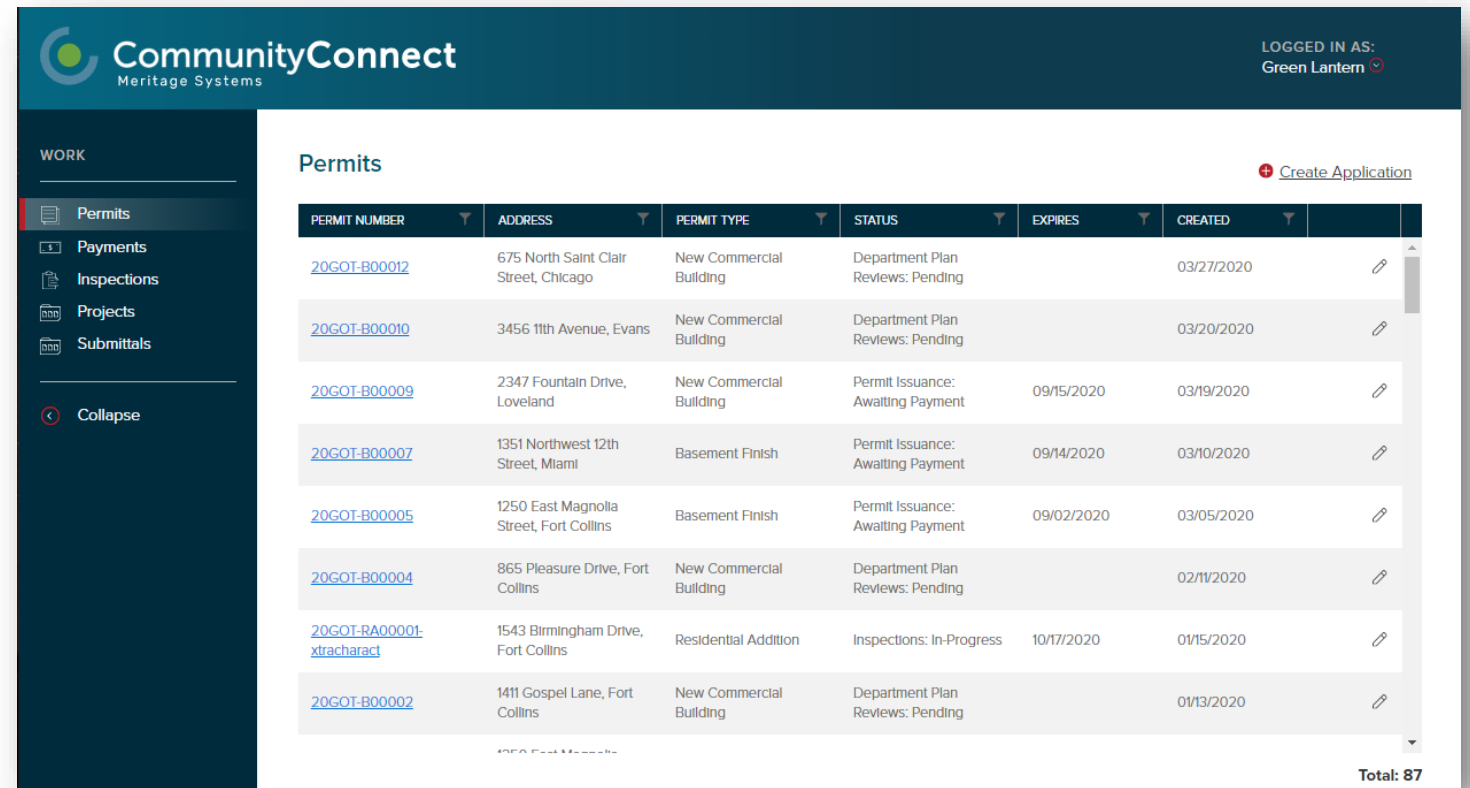
SAFEbuilt

Stay on schedule

Increase engagement

Improve communication

Save time



CommunityConnect Meritage Systems

LOGGED IN AS: Green Lantern

WORK

- Permits
- Payments
- Inspections
- Projects
- Submittals

Collapse

### Permits [+ Create Application](#)

PERMIT NUMBER	ADDRESS	PERMIT TYPE	STATUS	EXPIRES	CREATED	
<a href="#">20GOT-B00012</a>	675 North Saint Clair Street, Chicago	New Commercial Building	Department Plan Reviews: Pending		03/27/2020	
<a href="#">20GOT-B00010</a>	3456 11th Avenue, Evans	New Commercial Building	Department Plan Reviews: Pending		03/20/2020	
<a href="#">20GOT-B00009</a>	2347 Fountain Drive, Loveland	New Commercial Building	Permit Issuance: Awaiting Payment	09/15/2020	03/19/2020	
<a href="#">20GOT-B00007</a>	1351 Northwest 12th Street, Miami	Basement Finish	Permit Issuance: Awaiting Payment	09/14/2020	03/10/2020	
<a href="#">20GOT-B00005</a>	1250 East Magnolia Street, Fort Collins	Basement Finish	Permit Issuance: Awaiting Payment	09/02/2020	03/05/2020	
<a href="#">20GOT-B00004</a>	865 Pleasure Drive, Fort Collins	New Commercial Building	Department Plan Reviews: Pending		02/11/2020	
<a href="#">20GOT-RA00001-xtracharact</a>	1543 Birmingham Drive, Fort Collins	Residential Addition	Inspections: In-Progress	10/17/2020	01/15/2020	
<a href="#">20GOT-B00002</a>	1411 Gospel Lane, Fort Collins	New Commercial Building	Department Plan Reviews: Pending		01/13/2020	

Total: 87



In CommunityConnect, contractors & community members can:

Apply for permits

Track existing permits

Improve Communication

CommunityConnect  
Meritage Systems

LOGGED IN AS:  
Fake Contractor Buddy

WORK

- Permits
- Payments
- Inspections
- Projects
- Submittals
- Collapse

Permits [+ Create Application](#)

PERMIT NUMBER	ADDRESS	PERMIT TYPE	STATUS	EXPIRES	CREATED	
<a href="#">Application</a>	2675 SHERIDAN BLVD, EDGEWATER	Basement Finish	Pending Review		04/20/2020	
<a href="#">Application</a>	43234 Louisiana 445, Ponchatoula	ROW Permit	Draft Application		04/17/2020	

Total: 2



Make Online Payments

Access permit documents

Upload plans

Access completed plan reviews

Permit: 18GOT-B00033 Completed

Workflow Details Plan Reviews Fees Transactions Inspections **Documents**

1251 Buffalo Berry Ct Fort Collins 80521 Shed Gotham Construction

	DOC NAME	DATE CREATED	
System-Generated	CO_18GOT-B00033	12/19/2018	✉ ↓
Uploaded	Permit_18GOT-B00033	12/19/2018	✉ ↓
	PlanApp_18GOT-B00033	12/19/2018	✉ ↓

# Pricing



SAFEbuilt ✓

# Scope of Services - Inspections

SAFEbuilt’s pricing is tailored to each contract. We work with each individual community to establish quality rates for the services we provide, whether for supplemental or full-service work. Our proposed fee is all-inclusive of overhead, materials and equipment. For our staff, we provide:

- Salary, Benefits & 401k
- Laptops, Tablets & Cell Phones
- Codes Books
- Vehicles with Insurance & Fuel
- Training
- Building Guides

Deliverables <small>(Contract/Professional Services Agreement supersedes all information herein)</small>	
<b>INSPECTION SERVICES</b>	Perform inspections requested by 4pm on the next business day
<b>BUILDING INSPECTIONS MECHANICAL INSPECTIONS</b>	<ul style="list-style-type: none"> <li>53% of the total fee collected. Pricing is all-inclusive of travel time and mileage.</li> </ul>
<b>PLAN REVIEW FEE Hourly</b>	<ul style="list-style-type: none"> <li>Commercial Plan Review 53% of the total fees collected</li> <li>Residential Plan Review 53% of the total fees collected</li> <li>Structural Plan Review 53% of the total fees collected</li> </ul>

# Scope of Services – Community Core Software

Community Core CommunityCore Solutions make your job easier and your staff happier by streamlining your department processes with a simple software solution. You can reduce wasted time and paper, cut costs, and give your citizens a better experience. Pricing includes:

- Initial Community Set Up
- Data Import
- Training for Staff
- Monthly Maintenance Fees
- Ongoing Technical Support

Deliverables <small>(Contract/Professional Services Agreement supersedes all information herein)</small>	
<b>INITIAL SETUP</b>	<ul style="list-style-type: none"> <li>Set up account with current town fee schedule, code adoptions, etc.</li> <li>One time set up fee <b>Not Requested at this time</b></li> <li>Includes data migration if map-able data is provided. See note below on Data Migration</li> </ul>
<b>MONTHLY MAINTENANCE</b>	<ul style="list-style-type: none"> <li><b>\$Not requested</b> monthly maintenance fees</li> <li>Includes 10 logins for town staff, community portal and technical support</li> <li>Includes all updates to software</li> </ul>
<b>DATA MIGRATION</b>	<ul style="list-style-type: none"> <li>Data migration will be determined based on the condition of the data provided. If data is provided in a usable and mappable format, there will be no additional setup costs.</li> <li>Additional costs will be provided if additional adjustments need to be done to the data prior to import.</li> <li>Client will be notified if data is completely unusable.</li> <li>Historical data may not be available by the Go-Live date depending on the development timeline.</li> </ul>

# THANK YOU

**Eric Pendley**

Senior Director of Operations, West Region  
[EPendley@SAFEbuilt.com](mailto:EPendley@SAFEbuilt.com)

**David Spencer**

State Operations Manager WA/ID/MT/OR  
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**Charity Campfield**

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**PROFESSIONAL SERVICES AGREEMENT  
#24892 BETWEEN CITY OF KETCHUM  
AND SAFEbuilt, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of Ketchum, Idaho, (“Municipality”) and SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section or in Exhibit A – List of Services, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant and as outlined in Exhibit A – List of Services, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge in accordance with Exhibit A – List of Services. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant’s employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested



to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. Any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon reasonable notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) effective upon reasonable notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without reasonable notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality 45-day prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality , its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality .

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM

MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

#### 14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

#### 15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

#### 16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes

without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended,

and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT’S EMPLOYEES

During the term of this Agreement and for six months thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement (“Service Providers”), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant’s trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee’s annual salary exclusive of one-time or annual bonuses.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

<p>If to Municipality :</p> <p>City of Ketchum          Attn: Morgan Landers, Director of Planning and Building          PO Box 2315          Ketchum, ID 83340          Email: <a href="mailto:mlanders@ketchumidaho.org">mlanders@ketchumidaho.org</a></p>	<p>If to Consultant:</p> <p>Joe DeRosa, CRO          SAFEbuilt, LLC          444 N. Cleveland, Suite 444          Loveland, CO 80537          Email: <a href="mailto:jderosa@safebuilt.com">jderosa@safebuilt.com</a></p>
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24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event that any of the Parties is required to incur attorneys' fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney's fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Idaho, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements,

communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

\_\_\_\_\_  
Gary Amato, CAO  
SAFEbuilt, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Neil Bradshaw, Mayor  
City of Ketchum

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Trent Donat, City Clerk

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## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens, applicants, and municipal staff through the complexities of the adopted building codes and other applicable local amendments and ordinances in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments. If amendments to codes are necessary, CBO will lead amendment and adoption process with support from Municipal staff.
- ✓ Review of current building department procedures related to the acceptance and processing of building permit applications and provide feedback to the department on recommended improvements.
- ✓ Annual review of building permit fees and recommendation of changes if advised. If fee changes are necessary, CBO will lead the update process with support from Municipal staff.
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee Consultant's quality assurance program and make sure that we are meeting our agreed upon performance measurements and Municipal performance expectations as noted herein
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance with all municipal department requirements
- ✓ Attend staff and council meetings as requested
- ✓ Responsible for regularly reporting of building department metrics for Municipality – frequency and content to be mutually agreed upon
- ✓ Conduct enforcement of all adopted building codes, local amendments, and all applicable local codes where the Building Official is the designated authority
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

#### Building, Mechanical, Energy Code Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience
- ✓ Perform code compliance inspections for all adopted codes to determine that construction complies with code requirements and approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

#### Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with all adopted building codes, local building amendments or other applicable building ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

2. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours (8:30am – 5:00pm Monday through Friday) excluding Municipal holidays
- ✓ Services will be performed on
- ✓ Consultant representative(s) will be available by phone and email
- ✓ Consultant representative(s) will meet with the public by appointment

Deliverables			
<b>INSPECTION SERVICES</b>	Perform inspections received from the Municipality prior to 4:00 pm next business day		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second and Subsequent Comments</u>
	Single-family within	7 business days	7 business days or less
	Multi-family within	10 business days	10 business days or less
	Tenant Improvements within	10 business days	10 business days or less
Small commercial within (under \$2M in valuation)	15 business days	10 business days or less	
Commercial within (\$2M+ to \$5M in valuation)	15 business days	15 business days	
Commercial within (\$5M+ in valuation)	20 business days	20 business days	

3. Consultant and Municipality acknowledgment of understanding with Building Official position

- ✓ Consultant will place a Building Official with municipality with the following minimum qualifications:
  - ICC Certified Building Official (minimum of 3 years’ experience)
  - ICC Certified Building Inspector (residential and commercial)
  - ICC Certified Plans Examiner (minimum residential, commercial preferred)
  - Demonstrated experience with similar size municipality and comparable project types preferred
- ✓ Building Official will be scheduled to be in-person within Municipal offices of Ketchum during working hours & days (8:30am-5:00pm Monday through Friday) with exception of required or necessary scheduled City inspections in field, recognized holidays, or scheduled vacations. Municipality shall



provide an office space within the municipal building comparable to and conducive of the work being performed.

- ✓ Building Official shall comply with all general workplace environment policies outlined by the municipality provided they do not conflict with workplace policies in place by Consultant.
- ✓ Municipality shall be notified of all scheduled vacations and anticipated coverage plans at least two weeks in advance of planned absence, except in emergency situations. Assignment to cover other Consultant municipalities shall not be considered an emergency. Time of performance expectations shall be maintained during scheduled vacations unless otherwise agreed upon between the parties.
- ✓ If Municipality has performance concerns or suggested improvements for individual or position, municipality shall provide that feedback to the Consultant ID or WA Operations Manager or Director of Operations within a reasonable period of time. Consultant will work directly with Director of Planning & Building on areas of concern, necessary adjustments, and timeframes for improvements. During the first contract year, Consultant ID or WA Operations Manager or Director of Operations and municipal Director of Planning and Building will have scheduled quarterly check-ins to review operations and discuss improvements within either party to ensure full service delivery to the community.
- ✓ If a change of the individual or position is anticipated for any reason, Consultant will notify the Director of Planning and Building as soon as reasonably possible based on the reason for the change. Consultant shall provide an opportunity for Director of Planning and Building to review the qualifications of the proposed replacement and conduct an informational meeting with Consultant ID or WA Operations Manager or Director of Operations and the proposed replacement to vet cultural fit with the organization. Director of Planning and Building may provide feedback to Consultant on any potential concerns for consideration. This provision does not provide any decision-making authority to the municipality on hiring and placement of service providers.

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>Service Fee Schedule:</b>	
Building Official Services	53% of the combined Municipal Building Permit Fees & Plan Review Fees collected & as established by the Municipal fee schedule established by resolution
Plan Review Services – Residential & Commercial: <ul style="list-style-type: none"> <li>• Building, Structural, Mechanical, Energy Code (excludes Plumbing &amp; Electrical)</li> </ul>	
Inspection Services <ul style="list-style-type: none"> <li>• Building, Structural, Mechanical, Energy Code (excludes Plumbing &amp; Electrical)</li> </ul>	
<b>“Project Support” Fee Schedule (Outside of Service fee Schedule):</b>	
Inspection Services <ul style="list-style-type: none"> <li>• Building, Structural, Mechanical, Energy Code (excludes Plumbing &amp; Electrical)</li> </ul>	<ul style="list-style-type: none"> <li>• Full days coverage with notice by Municipality by 4pm day prior to requested coverage.</li> <li>• \$1,500.00 per day for days coverage</li> </ul>

## EXHIBIT C – MUNICIPALITY SPECIFIED OR CONSULTANT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipality requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
  - ✓ Municipal technology point of contact information including name, title, email and phone number
  - ✓ List of technology services, devices and software that the Municipality will provide may include:
    - Client network access
    - Internet access
    - Proprietary or commercial software and access
    - Computer workstations/laptops
    - Mobile devices
    - Printers/printing services
    - Data access
    - List of reports and outputs

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