



CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING

Tuesday, January 19, 2021, 4:00 PM

480 East Avenue, North, Ketchum, Idaho

AMENDED

Agenda

In recognition of the Coronavirus (COVID-19), members of the public may observe the meeting live on the City's website at ketchumidaho.org/meetings.

If you would like to comment on a PUBLIC HEARING item, please submit your comment to participate@ketchumidaho.org by noon the day of the meeting.

Comments will be provided to the Mayor and Council. If you would like to phone in and provide comment on a PUBLIC HEARING item on the agenda, please dial the number below. You will be called upon for comment during that agenda item.

Dial-in: +1 253 215 8782
Meeting ID: 929 3322 6154

- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- CONSENT AGENDA: Note: **(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
 1. Approval of Minutes: Regular Meeting January 4, 2021
 2. Authorization and approval of the payroll register
 3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$316,282.15 as presented by the Treasurer.
 4. Recommendation to approve Alcohol Beverage License application for Cozy - Grant Gager, Director of Finance & Internal Services
 5. Recommendation to adopt Resolution 21-001 to reappoint Jen Cosgrove to the Planning and Zoning Commission - Neil Bradshaw, Mayor
 6. Approval of Purchase Order #20579 with Central Square for CAD Integrations - Bill McLaughlin, Fire Chief
 7. Recommendation to Amend Option to Lease #20373 with Ketchum Community Development Corporation (KCDC) and Independent Contractor Agreement #20370 with GMD Development
- NEW BUSINESS (no public comment required)
 8. ACTION ITEM: Recommendation to approve Special Event Application for REVEL Sun Valley Limited Marathon and Half Marathon - Lisa Enourato, Public Affairs & Administrative Services Manager

- 9. ACTION ITEM: Discussion and direction to staff on funding for a countywide sustainability position - Neil Bradshaw, Mayor
- PUBLIC HEARING
 - 10. ACTION ITEM: Recommendation to approve Ordinance #1217 adopting the 2018 International Building Code, International Residential Code, International Energy Conservation Code, International Existing Building Code, International Property Maintenance Code, and the International Fire Code, including local amendments to said codes that reflect local concerns. Amendments affect Chapters 15.04, Building Codes, and 15.08, Fire Code - Suzanne Frick, Director of Planning & Building
 - 11. ACTION ITEM: Recommendation to consider Amendment #1 to Development Agreement #20427 (P20-122) for the 1st Avenue and 4th Street mixed use project. The applicant is Jack Bariteau. - Suzanne Frick, Director of Planning & Building
 - 12. ACTION ITEM: Third reading of Ordinance #1214 amending Chapter 17.08.020 and repealing and replacing Chapter 17.88 of the Ketchum Municipal Code, Floodplain Management Overlay District and Definitions - Suzanne Frick, Director of Planning & Building
- EXECUTIVE SESSION
 - 13. ACTION ITEM: Enter into Executive Session to Consider the Evaluation of Personnel pursuant to 74-206(1)(b)
 - 14. ACTION ITEM: Enter into Executive Session to Communicate with Legal Counsel on litigation pursuant to 74-206(1)(f)
- ADJOURNMENT

If you need special accommodations, please contact the City of Ketchum in advance of the meeting. This agenda is subject to revisions and additions. Revised portions of the agenda are underlined in bold. Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N. in Ketchum or by calling 726-3841.

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CITY OF KETCHUM, IDAHO CITY COUNCIL MEETING
Monday, January 04, 2021, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Minutes

In recognition of the Coronavirus (COVID-19), members of the public may observe the meeting live on the City's website at ketchumidaho.org/meetings.

If you would like to comment on a PUBLIC HEARING item, please submit your comment to participate@ketchumidaho.org by noon the day of the meeting. Comments will be provided to the Mayor and Council.

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**Dial-in: +1 253 215 8782
Meeting ID: 925 7334 9954**

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

Mayor Bradshaw called the meeting to order at 4:00 pm.

- **ROLL CALL**

PRESENT

Mayor Neil Bradshaw
Council President Amanda Breen (Teleconference)
Councilor Michael David (Teleconference)
Councilor Courtney Hamilton (Teleconference)
Councilor Jim Slanetz (Teleconference)

ALSO PRESENT

City Attorney Matt Johnson (Teleconference)
City Administrator Jade Riley
Planning & Building Director Suzanne Frick
Director of Finance & Internal Services Grant Gager
Public Affairs & Administrative Services Manager Lisa Enourato
Senior Planner Brittany Skelton
Associate Planner Abby Rivin
Logan Simpson Consultant Jennifer Gardner (Teleconference)
Logan Simpson Consultant Bruce Meighen (Teleconference)

- COMMUNICATIONS FROM MAYOR AND COUNCILORS

Council President Breen thanked staff and police for their hard work over the busy holiday season. She thanked the businesses that are following local COVID guidelines and urged all businesses to do what is right.

Councilor Hamilton wished everyone a happy new year and echoed what Council President Breen said. She said that she was shocked by some of the New Year's gatherings that took place.

Councilor David also wished everyone a happy new year and thanked Council President Breen and Councilor Hamilton for their comments. He brought up the sodium chloride on the roads and his concern with the impacts on wildlife, the environment and personal property. He also commented that it makes the roads more slippery for vehicles and pedestrians and would like to discuss its use within the city's jurisdiction.

Councilor Slanetz thanked everyone for a good holiday season and mourned the loss of community member Craig Campbell and recognized his contributions to our community.

Mayor Bradshaw thanked the City Council for all their work in 2020. He reiterated the city's "slow it down, do your part, be kind" messaging. He thanked the public for their participation over the past year during difficult circumstances with the limitations on in-person meetings.

1. ACTION ITEM: Elect President of the Council

Mayor Bradshaw introduced the item and turned it over to the City Council.

Council President Breen thanked the City Council for the honor of being Council President for the past year and recommended Councilor Hamilton as the new Council President.

Motion to elect Courtney Hamilton as Council President.

Motion made by Council President Breen, Seconded by Councilor David.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

- CONSENT AGENDA: Note: **(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
 2. Approval of Minutes: Joint Special Meeting with Planning & Zoning Commission December 10, 2020
 3. Approval of Minutes: Regular Meeting December 21, 2020
 4. Authorization and approval of the payroll register
 5. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$510,702.52 as presented by the Treasurer.

Motion to approve consent agenda items #2-5.

Motion made by Council President Hamilton, Seconded by Councilor Breen.

Voting Yea: Council President Hamilton, Councilor Breen, Councilor David, Councilor Slanetz

- NEW BUSINESS (no public comment required)
- PUBLIC HEARING
- 6. ACTION ITEM: Recommendation to approve a Lot Line Shift for Karen Likness and Gould Cabin to reconfigure Lots 1 and 2 of Cliffhanger Subdivision and Tax Lot 5610 to create amended Lots 1A and 2A of the Cliffhanger Subdivision. The properties are located at 563, 571, and 575 Wood River Drive - Continued from December 21, 2020 - Suzanne Frick, Director of Planning & Building

Mayor Bradshaw introduced the item and then opened it up for public comment. There was no public comment. Mayor Bradshaw closed public comment.

Councilor David disclosed that he is a tenant in a property within 300ft. of the project. City Attorney Matt Johnson confirmed that Councilor David did not need to recuse himself if there is no objection from the rest of the Council. The rest of the Council confirmed they had no objection.

Council President Hamilton recused herself because she owns property within 300ft. of the project.

Motion to approve the Cliffhanger Subdivision: Lots 1A & 2A Lot Line Shift Application subject to conditions of approval 1-6.

Motion made by Councilor Slanetz, Seconded by Councilor David.

Voting Yea: Councilor Breen, Councilor David, Councilor Slanetz

- 7. ACTION ITEM: Second reading of Ordinance #1214 amending Chapter 17.08.020 and repealing and replacing Chapter 17.88 of the Ketchum Municipal Code, Floodplain Management Overlay District and Definitions - Suzanne Frick, Director of Planning & Building

Mayor Bradshaw introduced the item and then opened it up for public comment. There was no public comment. Mayor Bradshaw closed public comment.

Council President Hamilton asked for confirmation that no other public comment had been submitted to the city since the first reading. Mayor Bradshaw confirmed that was the case.

Councilor Breen stated her desire to have three separate readings of the Ordinance to give the public another chance to comment.

Motion to approve the second reading of Ordinance 1214 by title only.

Motion made by Councilor Breen, Seconded by Council President Hamilton.

Voting Yea: Council President Hamilton, Councilor Breen, Councilor David, Councilor Slanetz

Councilor Breen read Ordinance 1214 by title only.

8. ACTION ITEM - Recommendation to conduct public hearing and take action on Interim Ordinance 1216 that appoints members of the Historic Preservation Commission; establishes a list of historic and architecturally significant structures in the Community Core District (CC); establishes review standards for demolition or alteration of historic structures; establishes minimum maintenance requirements for historic structures; provides remedies for dangerous buildings; provides enforcement standards; and provides for an effective period for the interim ordinance - Suzanne Frick, Director of Planning & Building

Mayor Bradshaw introduced the item and then turned it over to the Logan Simpson consultants.

Consultant Bruce Meighen provided an overview of the process to date and introduced the proposed Interim Ordinance. Consultant Jennifer Gardner provided an overview of the public input that was received. She then went over the components of the proposed Interim Ordinance and reviewed the suggested edits from the Planning & Zoning Commission.

Mayor Bradshaw opened the item for public comment.

Travis Killmer, representing the local AIA chapter, phoned in to voice his support for the portion of the proposed Interim Ordinance that appoints the Historic Preservation Commission. However, he stated his opposition to Section 3, saying it was too restrictive. He also questioned how property owners feel about the proposed Interim Ordinance.

Director of Finance & Internal Services Grant Gager read in a written comment received by Jack Dies at 3:59pm on the day of the meeting questioning monetary compensation for the 26 property owners on the list.

Mayor Bradshaw closed public comment.

Councilor David referenced a written comment from Rod Tatsuno and asked which property that comment was referring to. Mayor Bradshaw clarified that it is the Battis house on Washington Avenue.

Director of Planning & Building Suzanne Frick clarified that the purpose of the Interim Ordinance is not to prohibit remodels or modifications on properties on the list, but to create a process for property owners to go through in order to ensure that the historical significance/character of a building is not removed. She said that one of the items for discussion

is for the City Council to weigh in on the proposed list to determine if the buildings on it should remain on it. She said the Council had the authority to remove any buildings from the list at this point or to defer it to the Historic Preservation Commission.

Council President Hamilton questioned why certain properties were chosen to be included on the list when other properties in the city match the same criteria and were not included, like Rod Tatsuno's property. She also commented that certain properties on the list did not seem to reflect criteria that were considered "important" by the stakeholder group.

Suzanne Frick responded by saying that the "windshield" survey that resulted in the list of 26 properties considered the design and context of the buildings as well as whether they were associated with a significant event or person within Ketchum. She said that the Battis house is likely on the list because it is one of the only remaining properties of its type in the community core. She also said the consultants may not have been able to discern the condition of the property from the photographs they reviewed.

Council President Hamilton questioned why the consultants did not come to Ketchum to review the properties in person. She asked if the list needed to be finalized prior to the passage of the Interim Ordinance or if it could be updated by the Historic Preservation Commission.

Mayor Bradshaw said that the list is fluid and that the Historic Preservation Commission can add or remove properties. He stated that the main goal of the Interim Ordinance is to establish a process.

Councilor David stated that he shares a concern with the list of 26 properties. He said he would prefer that there was a standard set of criteria for properties to be considered "historic" and so that the city was not picking and choosing which properties should be on the list and therefore have to go through a different process. He said he would also like more information on why certain properties were included in the list when others that were similar were excluded.

Councilor Slanetz voiced his agreement with the concerns raised by Council President Hamilton and Councilor David. He also mentioned that he thought it would be better to have more clarity for property owners so that everyone has all the information. He supported the idea of requiring new designs to be approved prior to approving demolition. He asked if it would make more sense to have a small list of properties that were a high priority for preservation and then have a secondary, larger list based on age.

Mayor Bradshaw responded and reiterated that every application would go through the Historic Preservation Commission on an individual basis.

Councilor Breen shared her concerns with the list of 26 properties and also questioned why certain properties were removed from the list when others remained. She stated her concern with passing the Interim Ordinance with the current list because even if the Historic Preservation Commission were to alter the list in the future, it would still impact property

owners in the interim. She voiced her support for the structure of the new Historic Preservation Commission. She asked if the edit proposed by the Planning & Zoning Commission would allow applicants to get a demolition permit earlier in the process.

Suzanne Frick clarified that yes, the proposed edit by Planning & Zoning would mean an applicant could get a demolition permit before a building permit is issued for the replacement project.

Councilor Breen voiced her concern with Sections 3 and 4 of the proposed Interim Ordinance. She stated that she did not see these sections as merely review criteria because they allow the prohibition of demolition of certain properties and questioned the legality of it.

City Attorney Matt Johnson clarified that the process and standards included in the Interim Ordinance prevent arbitrary denial of demolition but acknowledged the process and standards could potentially be challenged.

Councilor Breen stated her preference for more incentive based guidelines.

Suzanne Frick commented the ultimate desire was to have incentives included in the permanent ordinance and the design guidelines. She also clarified that the city currently has the ability to deny a project, even though it is rarely used.

Council President Hamilton asked about buildings on the list that have already undergone exterior alteration. She also commented on her preference to have specific guidelines for qualification sooner than later to provide more clarity to property owners. She pointed out a typo in Section 2.A.2 of the Interim Ordinance. She seconded what Councilor Breen said about creating a more incentive based process.

Councilor David asked what would happen if a project provided a significant community benefit that might outweigh the historic value of the property. It was clarified by Suzanne Frick and City Attorney Matt Johnson that the community benefit could be evaluated on a project-by-project basis under Section 3.C in the Interim Ordinance.

Councilor Breen said that she was fine with a first reading, but that she still has concerns about Sections 3 and 4.

Mayor Bradshaw recommended that the City Council consider a first reading and schedule a Special City Council Meeting on January 11, 2021, for a second reading.

Motion to approve a first reading of Interim Ordinance 1216 and read by title only.

Motion made by Council President Hamilton, Seconded by Councilor Slanetz.

Voting Yea: Council President Hamilton, Councilor Breen, Councilor David, Councilor Slanetz

Council President Hamilton read Interim Ordinance 1216 by title only.

- EXECUTIVE SESSION

9. ACTION ITEM: Enter into Executive Session to Communicate with Legal Counsel on litigation pursuant to 74-206(1)(f)

Motion to enter into Executive Session pursuant to 74-206(1)(f).

Motion made by Council President Hamilton, Seconded by Councilor David.

Voting Yea: Council President Hamilton, Councilor Breen, Councilor David, Councilor Slanetz

- ADJOURNMENT

Motion to adjourn at 6:06 pm.

Motion made by Councilor Breen, Seconded by Councilor Slanetz.

Voting Yea: Council President Hamilton, Councilor Breen, Councilor David, Councilor Slanetz

Neil Bradshaw, Mayor

Katrin Sharp, Deputy City Clerk

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"-9648008200,"9910000000"-9911810000"
 Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
LEGISLATIVE & EXECUTIVE			
01-4110-3200 OPERATING SUPPLIES			
US BANK	6235 122820	6235 - Zoom Subscription	199.90
Total LEGISLATIVE & EXECUTIVE:			199.90
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
CHATEAU DRUG CENTER	2330978	Bubble Wrap	9.48
COPY & PRINT, L.L.C.	104867	Certificate Paper	25.00
GEM STATE PAPER & SUPPLY	1041730	Paper Supplies	137.36
01-4150-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	106894	Caselle Support & Maintenance	2,204.00
GALENA ENGINEERING, INC.	1318-180 1201	1318-180 120120 Lot 13 Flag Easement	1,898.45
US BANK	6235 122820	6235 - Signs and Number Stickers	50.15
US BANK	6235 122820	6235 - Headline Signs	29.75
BROWN, LINDA DIANE	2101	Delivery for January 2021	100.00
WESTERN RECORDS DESTRUCT	0522280	December Records Destruction	45.00
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 1231	10002196 123120	972.46
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	74754376 1224	74754376 122420	1.20
US BANK	2745 122820	2475 - 8 x 8	2,466.61
COX WIRELESS	047131901 122	047131901 122620	89.00
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	17612	Computer Support	5,321.70
US BANK	2745 122820	2745 - Server Battery Backup	55.44
01-4150-5150 COMMUNICATIONS			
EXPRESS PUBLISHING, INC.	10002196 1231	10002196 123120	432.56
US BANK	2745 122820	2745 - VIMEO Premium Subscription	900.00
US BANK	2745 122820	2745 - VIMEO Subscription	900.00
US BANK	6235 122820	6235 - Mailchimp Communications	87.99
US BANK	6235 122820	6235 - Shutterstock Communications	30.74
US BANK	6235 122820	6235 - Constant Contact Communications	9.50
US BANK	6235 122820	6235 - Facebook Communications	38.00
US BANK	6235 122820	6235 - Facebook Communications	40.00
US BANK	6235 122820	6235 - Facebook Communications	25.00
POKORNY, ELIZABETH ANN	011321	Word on the Street Oct - Dec	875.00
01-4150-5200 UTILITIES			
CITY OF KETCHUM	010421	360 - December	51.15
CITY OF KETCHUM	010421	9997 - December	333.70
CITY OF KETCHUM	010421	772 - December	61.15
CITY OF KETCHUM	010421	9994 - December	496.52

Vendor Name	Invoice Number	Description	Net Invoice Amount
CLEAR CREEK DISPOSAL	0001377795	951449 122420	60.00
INTERMOUNTAIN GAS	32649330001 1	32649330001 122820	674.66
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
OVERHEAD DOOR COMPANY, IN	468642	Fire Station Door Serviced	375.00
Total ADMINISTRATIVE SERVICES:			18,796.57
PLANNING & BUILDING			
01-4170-4200 PROFESSIONAL SERVICES			
HARMONY DESIGN & ENGINEE	20360	Engineering	390.00
HARMONY DESIGN & ENGINEE	20361	Engineering	187.50
HARMONY DESIGN & ENGINEE	20362	Engineering	250.00
01-4170-4210 PROFESSIONAL SERVICES - IDBS			
DIVISION OF BUILDING SAFETY	011221	December 2020 Building Permit Fees	2,602.00
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 1231	10002196 123120	121.55
Total PLANNING & BUILDING:			3,551.05
NON-DEPARTMENTAL			
01-4193-4500 1ST/WASHINGTON RENT			
URBAN RENEWAL AGENCY	4481	Parking Lot Rent	3,000.00
01-4193-6601 MASTER TRANSPORTATION PLAN			
HDR ENGINEERING, INC.	1200310354	Master Transportation Plan #16	1,479.45
Total NON-DEPARTMENTAL:			4,479.45
FACILITY MAINTENANCE			
01-4194-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	2022 122820	2022 - Wall Calendar	21.02
01-4194-3200 OPERATING SUPPLIES			
GEM STATE PAPER & SUPPLY	1040765	Paper Supplies	172.08
YELLOWSTONE LEATHER PROD	81674	Gloves	235.00
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	956362	38950 123120	468.66
01-4194-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	23607	Snow Berm Removal	105.00
IRISH ELECTRIC	010121	Fire House Parking Lot Temp Power	1,307.00
BASE LINE IRRIGATION SOLUTI	11359-2021	1 YEAR SUBSCRIPTION	398.00
01-4194-5200 UTILITIES			
CITY OF KETCHUM	010421	536 - December	124.83
CITY OF KETCHUM	010421	560 - December	13.87
CITY OF KETCHUM	010421	532 - December	51.16
CITY OF KETCHUM	010421	9991 - December	53.36
CITY OF KETCHUM	010421	1127 - December	13.86
CITY OF KETCHUM	010421	9995 - December	41.61
CITY OF KETCHUM	010421	456 - December	13.87

Vendor Name	Invoice Number	Description	Net Invoice Amount
CITY OF KETCHUM	010421	1245 - December	37.29
CITY OF KETCHUM	010421	9996 - December	51.16
IDAHO POWER	2203313446 01	2203313446 010921	5.29
INTERMOUNTAIN GAS	32649330001 1	32649330001 122820	11.43
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI			
RIVER RUN AUTO PARTS	6538-162004	Grease	59.50
SILVER CREEK FORD	45007720	Circuit Breaker	10.48
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
BARRY EQUIPMENT RENTAL IN	634935	Bobcat Oil Leak Serviced	1,424.27
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2101-722482	Supplies	58.80
A.C. HOUSTON LUMBER CO.	2101-723930	City Hall Sign Supplies	19.46
A.C. HOUSTON LUMBER CO.	2101-724157	City Hall Sign Supplies	27.88
CHATEAU DRUG CENTER	2326880	Drano	5.22
US BANK	2022 122820	2022 - DeWalt Filter	19.96
US BANK	2022 122820	2022 - Wet Vacuum Accessories	22.57
US BANK	2022 122820	2022 - Shop Vac	90.38
US BANK	2022 122820	2022 - N95 Masks	146.79
Total FACILITY MAINTENANCE:			5,009.80
POLICE			
01-4210-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2329809	Handwarmers	3.78
CHATEAU DRUG CENTER	2330563	Phone Charger	14.24
RIVER RUN AUTO PARTS	6538-161798	CSO Wiper Blade	29.90
UNITED OIL	956374	39060 123120	142.73
01-4210-3620 PARKING OPS EQUIPMENT FEES			
CALE AMERICA, INC.	162246	December Active Meters	165.00
OMNI PARK	122440	Omni Park Subscription	737.00
01-4210-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	17613	Computer Support - BCSO	803.25
DICK YORK'S AUTO SERVICE	87623	Snow Tows	800.00
DICK YORK'S AUTO SERVICE	87629	Snow Tows	1,200.00
Total POLICE:			3,895.90
FIRE & RESCUE			
01-4230-3200 OPERATING SUPPLIES FIRE			
ATKINSONS' MARKET	04000553	Coffee	14.72
ATKINSONS' MARKET	05377468	Coffee	13.77
CHATEAU DRUG CENTER	2330553	Labels	1.89
COPY & PRINT, L.L.C.	105722	Office Supplies	43.38
DAVIS EMBROIDERY INC.	37041	Embroider Services	98.21
US BANK	4977 122820	4977 - Hi-Lift Jack Kit	74.91
US BANK	4977 122820	4977 - Aerosol Smoke Detector	70.36
US BANK	4977 122820	4977 - Hi-Lift Jack	38.48
01-4230-3210 OPERATING SUPPLIES EMS			
ATKINSONS' MARKET	04000553	Coffee	14.71
ATKINSONS' MARKET	05377468	Coffee	13.77

Vendor Name	Invoice Number	Description	Net Invoice Amount
BOUNDTREE MEDICAL	83890834	Medical Supplies	1,443.04
BOUNDTREE MEDICAL	83894399	Medical Supplies	211.63
BOUNDTREE MEDICAL	83896279	Medical Supplies	187.16
BOUNDTREE MEDICAL	83906154	Face Masks	719.60
BOUNDTREE MEDICAL	83906155	Medical Products	167.98
COPY & PRINT, L.L.C.	105722	Office Supplies	43.37
NORCO	30867120	54794 120920	53.17
NORCO	31030005	52355 123120	34.41
NORCO	31031067	54794 123120	220.15
PRAXAIR DISTRIBUTION INC.	60780209	Cylinder Rental	52.93
US BANK	4977 122820	4977 - Lara EMS Meeting	14.00
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	956209	37267 123120	259.27
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	956209	37267 123120	259.91
01-4230-4200 PROFESSIONAL SERVICES FIRE			
ESCHAT	20200309-12	2020 ESChat Subscription	538.80
01-4230-4210 PROFESSIONAL SERVICES EMS			
ESCHAT	20210108-52	2021 ESChat Subscription	538.80
01-4230-4910 TRAINING EMS			
US BANK	4977 122820	4977 - AIARE Course Provider Dues	250.00
01-4230-4920 TRAINING-FACILITY			
IDAHO POWER	2224210258 01	2224210258 010721	87.53
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
MTE COMMUNICATIONS	056983 010121	056983 010121	15.12
VERIZON WIRELESS	842054354 122	842054354 122320	327.21
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
MTE COMMUNICATIONS	056983 010121	056983 010121	15.13
VERIZON WIRELESS	842054354 122	842054354 122320	327.21
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
RIVER RUN AUTO PARTS	6538-161806	Tire Gauge	30.88
Total FIRE & RESCUE:			6,181.50
STREET			
01-4310-3200 OPERATING SUPPLIES			
BUSINESS AS USUAL INC.	153236	Office Supplies	202.90
GEM STATE PAPER & SUPPLY	1040765-01	Paper Supplies	30.17
US BANK	2022 122820	2022 - UniFi Cloud Key	199.00
US BANK	2022 122820	2022 - ISPWC Manual Hardcopy & USB	257.50
US BANK	2022 122820	2022 - Brian's Ear Buds and Phone Screen Protector	61.98
US BANK	2022 122820	2022 - Brian's Planner	65.25
US BANK	2022 122820	2022 - Dust/Waterproof IP65	289.13
US BANK	2022 122820	2022 - iPhone Case	48.90
YELLOWSTONE LEATHER PROD	81675	Gloves	160.00
01-4310-3500 MOTOR FUELS & LUBRICANTS			
WEX BANK	69383885	Fuel Purchases	444.98

Vendor Name	Invoice Number	Description	Net Invoice Amount
UNITED OIL	956211	37269 123120	5,146.94
01-4310-4200 PROFESSIONAL SERVICES			
S. ERWIN EXCAVATION INC	20-729	Snow Hauling	2,476.25
HIATT TRUCKING, INC.	2850	SNOW HAULING	2,680.00
JOE'S BACKHOE SERVICES, INC.	239017	Snow Hauling	900.00
LUNCEFORD EXCAVATION, INC.	11672	Snow Hauling	3,680.00
RICK'S EXCAVATION, INC.	629	Snow Removal and Travel	440.00
RICK'S EXCAVATION, INC.	630	Snow Removal and Travel	1,520.00
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	2022 122820	2022 - Skillpath Webinars	444.00
01-4310-5200 UTILITIES			
CITY OF KETCHUM	010421	9993 - December	92.82
CITY OF KETCHUM	010421	9999 - December	56.66
INTERMOUNTAIN GAS	32649330001 1	32649330001 122820	919.47
INTERMOUNTAIN GAS	32649330001 1	32649330001 122820	296.89
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	041901	BMR Kit	17.09
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
OWEN EQUIPMENT	00100739	Plow Truck Switches	134.14
NAPA AUTO PARTS	041111	Toolcat Lamp	20.70
RIVER RUN AUTO PARTS	6538-161712	Plow Truck Elbow	2.19
WESTERN STATES CAT	IN001518384	Grader Parts	527.27
WESTERN STATES CAT	IN001518388	Grader Hose	231.68
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBO11859438	5831 010121	29.79
NAPA AUTO PARTS	041898	Retrieving Tool	21.52
NORCO	30870657	53271 120920	153.52
NORCO	31030084	53271 123120	221.65
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 01	2200059315 010921	5.29
IDAHO POWER	2200506786 01	2200506786 010921	20.44
IDAHO POWER	2201174667 01	2201174667 010921	12.49
IDAHO POWER	2202627564 01	2202627564 010921	26.49
IDAHO POWER	2205963446 01	2205963446 010921	71.85
IDAHO POWER	2224304721 01	2224304721 010921	14.27
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	2101-723386	Justin's Office Supplies	37.97
ANDERSON ASPHALT PAVING IN	196	December 2020 Material Dumped	19.25
COLOR HAUS, INC.	242068	Justin's Office Paint	36.00
COLOR HAUS, INC.	242134	Justin's Office Paint	22.31
WALKER SAND AND GRAVEL	24112 010521	2020 Tax Credit Mischarges	787.43-
Total STREET:			21,251.32
RECREATION			
01-4510-3100 OFFICE SUPPLIES & POSTAGE			
ATKINSONS' MARKET	01351882	Office Supplies	22.58

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4510-3250 RECREATION SUPPLIES			
US BANK	7626 122820	7926 - Disposable Face Masks	83.92
01-4510-3500 MOTOR FUELS & LUBRICANTS			
LUTZ RENTALS	116982-1	Propane	25.84
UNITED OIL	956210	37268 123120	109.21
01-4510-4200 PROFESSIONAL SERVICE			
OVERHEAD DOOR COMPANY, IN	468360	South Facing Door Recreation Serviced	202.50
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
US BANK	7626 122820	7926 - Reusable Wipes	21.03
Total RECREATION:			465.08
Total GENERAL FUND:			63,830.57
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7400 COMPUTER/COPIER LEASING			
GREAT AMERICA FINANCIAL SE	28440661	Copier Lease	1,628.58
DELL FINANCIAL SERVICES	80674785	contract for computers	2,644.07
DELL FINANCIAL SERVICES	80688921	computer rentals	236.56
DELL FINANCIAL SERVICES	80688922	Lease Services	223.33
DELL FINANCIAL SERVICES	80712964	Management Fee	11.30
Total GENERAL CIP EXPENDITURES:			4,743.84
Total GENERAL CAPITAL IMPROVEMENT FD:			4,743.84
FIRE & RESCUE CAPITAL IMPR.FND			
FIRE/RESC CAPITAL EXPENDITURES			
11-4230-7600 OTHER MACH & EQUIP			
US BANK	4977 122820	4977 - Lugnuts	57.52
Total FIRE/RESC CAPITAL EXPENDITURES:			57.52
Total FIRE & RESCUE CAPITAL IMPR.FND:			57.52
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6060 EVENTS/PROMOTIONS			
ASCAP	122020	Music License Fee	367.00
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	11447	Monthly Installment 4/12	39,083.34
Total ORIGINAL LOT TAX:			39,450.34
Total ORIGINAL LOT FUND:			39,450.34
ADDITIONAL 1%-LOT FUND			
ADDITIONAL 1%-LOT			

Vendor Name	Invoice Number	Description	Net Invoice Amount
25-4910-4220 SUN VALLEY AIR SERVICE BOARD			
SUN VALLEY AIR SERVICE BOA	011321	November 2020 Additional 1%	169,956.42
SUN VALLEY AIR SERVICE BOA	011321	Direct Cost's	5,522.66-
Total ADDITIONAL 1%-LOT:			164,433.76
Total ADDITIONAL 1%-LOT FUND:			164,433.76
FIRE CONSTRUCTION FUND			
FIRE FUND EXP/TRNFRS			
42-4800-4200 PROFESSIONAL SERVICES			
DENNIS POTTS PROJECT MGMT,	1238	Construction Mgmt Services 12/21	12,922.80
42-4800-4205 PROF SERVICES ENGINEERING			
MATERIALS TESTING & INSPEC	180630 T20007	180630 T200074C Masonry Inspector	2,284.25
MATERIALS TESTING & INSPEC	180791 T20007	180791 T200074C Masonry Inspector	345.00
COLE ARCHITECTS PLLC	1633	Fire Station Design	14,094.61
Total FIRE FUND EXP/TRNFRS:			29,646.66
Total FIRE CONSTRUCTION FUND:			29,646.66
WATER FUND			
WATER EXPENDITURES			
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	63060	Utilities Billing	422.28
63-4340-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11859444	5192 010121	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11859448	5493 010121	53.98
GEM STATE PAPER & SUPPLY	1042302	Paper Supplies	53.89
GEM STATE PAPER & SUPPLY	1042311	Paper Supplies	24.13
PIPECO, INC.	S4001942.001	Fittings and Washers	32.64
PIPECO, INC.	S4001962.001	Hose	5.07
SILVER CREEK SUPPLY	S4052035.001	Brass Shank	18.27
SILVER CREEK SUPPLY	S4052133.001	Credit	18.27-
UNIFIED OFFICE SERVICES	292112	Calculator	16.34
63-4340-3250 LABORATORY/ANALYSIS			
GO-FER-IT	99881	292 123120	17.00
MAGIC VALLEY LABS, INC.	18971	Drinking water testing	72.00
63-4340-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	2101-722244	Poly Scoop	42.99
A.C. HOUSTON LUMBER CO.	2101-723758	Hammer and Hose	41.98
PIPECO, INC.	S4002458.001	Hoses	235.47
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	956213	37271 123120	382.25
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E264029	55 gal T-Chlor	252.24
63-4340-4300 STATE & WA DISTRICT FEES			
US BANK	3059 122820	3059 - Backflow Assembly Tester - Kellen	30.00
US BANK	3059 122820	3059 - WW Collection Class I - Pat	30.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	3059 122820	3059 - WW Treatment Operator - Kellen	30.00
US BANK	3059 122820	3059 - Drinking Water Treatment Operator Class I - Kellen	30.00
US BANK	3059 122820	3059 - WW Treatment Operator Class I - Kellen	30.00
US BANK	3059 122820	3059 - WW Collection Class II - Pat	30.00
US BANK	3059 122820	3059 - WW Collection Operator - Kellen	30.00
US BANK	3059 122820	3059 - Drinking Water Operator Class III - Pat	30.00
US BANK	3059 122820	3059 - Drinking Water Class III - Kellen	30.00
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
GASTON, STEPHANIE	011121	Supplies	5.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
SENTINEL FIRE & SECURITY, IN	60838	1177 - 110 River Ranch Rd.	74.25
63-4340-5200 UTILITIES			
INTERMOUNTAIN GAS	32649330001 1	32649330001 122820	9.79
INTERMOUNTAIN GAS	32649330001 1	32649330001 122820	46.55
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-161844	Oil Filter & Wiper Blade	33.69
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
LUTZ RENTALS	114923-1	Hoses and Fittings	57.53
63-4340-7100 WATER EASEMENTS, LAND, ETC			
BUREAU OF LAND MANAGEME	2021008238	Right-of-Way Renewal	250.00
BUREAU OF LAND MANAGEME	2021008239	Right-of-Way Renewal	5,500.00
Total WATER EXPENDITURES:			7,926.25
Total WATER FUND:			7,926.25
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
BUSINESS AS USUAL INC.	153563	Office Supplies	6.00
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	63060	Utilities Billing	633.37
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBOI1859444	5192 010121	27.18
ALSCO - AMERICAN LINEN DIVI	LBOI1859446	5292 010121	120.56
US BANK	9642 122820	9642 - Phone Case	29.99
US BANK	9642 122820	9642 - ALU Sulfate Sign	14.00
US BANK	9642 122820	9642 - Caution Tape	12.99
65-4350-3400 MINOR EQUIPMENT			
McMASTER-CARR SUPPLY CO.	50802968	Wrench and Plug	53.62
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	956212	37270 123120	172.86
65-4350-3800 CHEMICALS			
HACH	12264003	CHEMICALS	127.64

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	77941	chemicals	292.16
MAGIC VALLEY LABS, INC.	18971	Cooler Return	21.00
ADVANCED WORKPLACE STRAT	452278	Random Drug Testing	76.75
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	9642 122820	9642 - WW Treatment Operator Class I	30.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
SENTINEL FIRE & SECURITY, IN	60838	1177 - 110 River Ranch Rd.	24.75
65-4350-5200 UTILITIES			
INTERMOUNTAIN GAS	32649330001 1	32649330001 122820	359.68
INTERMOUNTAIN GAS	32649330001 1	32649330001 122820	453.07
INTERMOUNTAIN GAS	32649330001 1	32649330001 122820	25.78
INTERMOUNTAIN GAS	32649330001 1	32649330001 122820	46.55
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
LES SCHWAB	11700670672	Flat Repair	40.02
NAPA AUTO PARTS	025581	Core Deposits	89.24
NAPA AUTO PARTS	042075	Deicer	3.51
NORTHWEST EQUIP SALES MAC	53469TS	Truck Serviced	166.77
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
HACH	12264003	Parts	407.38
PLATT ELECTRIC SUPPLY	Z797793	Supplies	48.30
US BANK	9642 122820	9642 - Office Desk Chair Gas Lift Cylinder	19.99
US BANK	9642 122820	9642 - Single Lip Oil Seal	84.75
US BANK	9642 122820	9642 - Web-Monitor- Alarm	373.50
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
US BANK	9642 122820	9642 - Fiberglass Poles	425.00
US BANK	9642 122820	9642 - Portable Drill	172.79
Total WASTEWATER EXPENDITURES:			4,180.72
Total WASTEWATER FUND:			4,180.72
PARKS/REC DEV TRUST FUND			
PARKS/REC TRUST EXPENDITURES			
93-4900-6800 KETCHUM ARTS COMMISSION			
US BANK	4694 122820	4694 - Art On Forth Head Hunter Service - Side Arts	24.99
Total PARKS/REC TRUST EXPENDITURES:			24.99
Total PARKS/REC DEV TRUST FUND:			24.99
ESSENTIAL SERVICES FAC. TRUST			
ESF TRUST EXPENDITURES			
95-4193-7201 FUTURE ESF CITY HALL			
GALENA ENGINEERING, INC.	1318.185 SF	191 W. 5th Lot 8 Survey	1,987.50
Total ESF TRUST EXPENDITURES:			1,987.50
Total ESSENTIAL SERVICES FAC. TRUST:			1,987.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
Grand Totals:			<u>316,282.15</u>

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"

Invoice Detail.Voided = No, Yes



City of Ketchum

January 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Recommendation and Summary

Staff is recommending the council to approve the license and adopt the following motion:

I move to approve Alcohol Beverage Licenses for the applicants included in the staff report.

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the application is for the period of January 1, 2021 – July 31, 2021, the Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1st. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and not to be consumed on premise, per application.

Analysis

At this time, the following businesses has filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Financial Impact

- The City of Ketchum will realize revenue of \$379.26 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council for 2020-21</u>
Cozy	X	X	X	X		1/19/2021

Sincerely,
Grant Gager
Director of Finance and Internal Services
Attachments: Alcohol applications



10 days before city council

City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxes@ketchumidaho.org or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Kristin Bigelow		Doing Business As: COZY
Physical Address where license will be displayed: 1315VRdW, Ketchum		
Mailing Address: PO Box 774 Sun Valley, ID 83353		
Recorded Owner of Property: David Wilson		
Applicant Phone Number: 2087210528		Applicant Email: kbsunvalley@gmail.com
STATE LICENSE NO: (copy required)	COUNTY LICENSE NO: (copy required)	
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: Kristin Bigelow	
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00 116.69
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00 29.19
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00 116.69
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00 116.69
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
\$ 379.26 Total Fees Due		\$ 379.26
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Kimberly Bryan owner
Applicant Signature Relation to Business

12/31/20
Date

Kathleen Schwarzenberger
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>1/11/2021</u>	License Fee Paid:	License No: <u>2463A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of <u>August 1, 21</u> - <u>July 31, 21</u>. <u>Jan</u></p> <p>Approved by City of Ketchum Idaho by; <u>Jan 19, 2021</u></p> <p>_____ Mayor</p>		

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City of Ketchum

January 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution 21-001 Re-appointing Jennifer Cosgrove to the Planning and Zoning Commission

Recommendation and Summary

The Mayor is recommending the council adopt the following motion:

Move to approve Resolution # 21-001

The reasons for the recommendation are as follows:

- Jennifer Cosgrove has served on the Commission since October 2018 and has expressed interest in continuing to serve on the Commission;
- Jennifer has resided in Blaine County for at least three (3) years prior to this reappointment to the Commission;
- Jennifer is an architect and has the skills and knowledge for the position.

Background

Jennifer Cosgrove was appointed to the Planning and Zoning Commission October 15, 2018 and her term expires February 3, 2021. The Mayor is recommending Jennifer be reappointed to the Commission for a second term extending to February 3, 2024. Jennifer is an architect and is currently in the USC Master of Urban Planning program. Jennifer is familiar with the Ketchum Zoning Ordinance and Comprehensive Plan and is a valuable member of the Commission.

Attachment

A - Resolution 21-001

**RESOLUTION NUMBER 21-001
A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
RE-APPOINTING JENNIFER COSGROVE TO THE KETCHUM PLANNING AND ZONING COMMISSION
FOR A TERM EXPIRING ON FEBRUARY 3, 2024**

WHEREAS, Jennifer Cosgrove has served on the Planning and Zoning Commission since October 2018 and her term expires February 3, 2021; and

WHEREAS, Jennifer Cosgrove has expressed interest in being re-appointed to the Planning and Zoning Commission; and

WHEREAS, Jennifer Cosgrove has resided in Blaine County for at least three (3) years prior to this reappointment to the Planning and Zoning Commission; and

WHEREAS, Mayor Bradshaw recommends Jennifer Cosgrove be confirmed by the City Council to continue serving on the Planning and Zoning Commission for a second term ending February 3, 2024;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Jennifer Cosgrove is re-appointed to the Ketchum Planning and Zoning Commission.

This Resolution will be in full force and effect upon its adoption this nineteenth day of January 2021.

Neil Bradshaw, Mayor

ATTEST:

Katrin Sharp, Deputy City Clerk



City of Ketchum

January 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Award Purchase Order 20579 for Computer-Aided Dispatch Integration

Recommendation and Summary

Staff is recommending the council award a purchase order necessary to implement computer-aided dispatch by adopting the following motion:

"I move to approve purchase order 20579 and authorize the Mayor to sign."

The reasons for the recommendation are as follows:

- Blaine County Emergency Communications Center is updating their dispatch system to a computer-aided dispatch system.
- The City of Ketchum Fire Department requires a separate interface to enable our accident reporting.

Introduction and History

Dispatching for Ketchum police and fire is provided by Blaine County Emergency Communications (BCEC). In 2019, the jurisdictions, including City of Ketchum, agreed to jointly fund the upgrade of the CAD system to a windows-based cloud system capable of meeting current needs. This new system provides the ability to have direct mobile data in lieu of the current over-the-air verbal transmission of information. In addition, it will streamline time to dispatch and improve data collection and analysis. Staff time to complete fire and EMS reports will be reduced as well.

Analysis

This request is for the City of Ketchum to approve the reporting integration that will reduce the amount of staff time dedicated to report writing after an incident.

Sustainability

There is no sustainability impact arising from this action.

Financial Impact

The technology upgrades associated with the CAD implementation will be funded from the technology upgrades account in the General CIP.

Attachments

Attachment A: Purchase Order 20579 and related quote



City of Ketchum
City Hall

Purchase Order

Number: 20579
Date: 01/19/2021

Vendor: CENTRALSQUARE
1000 BUSINESS CENTER DRIVE
LAKE MARY, FL 32746

Quote Ref: Q-25658

Quantity	Item # / SKU	Description	Item Cost	Total Cost
1		CAD PS PRO		\$5,500.14
1		PS Pro Project Mgmt		\$467.50
1		First Year Maintenance		\$825.14
			Total	\$6,792.78

The City of Ketchum is a tax-exempt political subdivision of the State of Idaho.

Please confirm this City of Ketchum Purchase Order with Grant Gager, Director Finance & Internal Services, at ggager@ketchumidaho.org or (208) 726-3841.

Please Ship Above Listed Items to:

City of Ketchum
Attn: Grant Gager
480 East Avenue N
Box 2315
Ketchum, ID 83340

Order Submitted By:

Neil Bradshaw, Mayor

Quote #: Q-25658**Quote expires on:** March 03, 2021**Quote prepared for:**

Robin Stellers

Blaine County Emergency Communications

1650 Aviation Dr

Hailey, ID 83333

(208) 578-3831

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
CAD PS Pro Emergency Reporting Interface (Export) License Fee	1	5,500.14	5,500.14
		Software Total	5,500.14 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL	
PS Pro Project Management Services	467.50	
	Services Total	467.50 USD

QUOTE SUMMARY

	Software Subtotal	5,500.14 USD
	Services Subtotal	467.50 USD
	Quote Total	5,967.64 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	\$825.14
<hr/>	
FIRST YEAR SUBSCRIPTION TOTAL	\$0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Blaine County Emergency Communications

Signature: _____

Name: _____

Date: _____

Title: _____



City of Ketchum

January 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Amend Option to Lease #20373 with Ketchum Community Development Corporation (KCDC) and Independent Contractor Agreement #20370 with GMD Development

Recommendation and Summary

Staff is recommending the council approve the amendments to the Option to Lease #20373 with Ketchum Community Development Corporation and the Independent Contractor Agreement #20370 with GMD Development.

I move to authorize the Mayor to sign amended Option to Lease #20373 with KCDC and amended Independent Contractor Agreement #20370 with GMD Development.

The reasons for the recommendation are as follows:

- The city issued a competitive RFP in the spring of 2019 and GMD Development was the only qualified respondent.
- GMD received an award notice in December from Idaho Housing and Finance Association for tax credits associated with the housing project.
- GMD is currently performing further project due diligence such as project design and associated public land-use entitlement process.

Introduction and History

In the spring of 2019, the City of Ketchum issued an RFP to solicit competitive interest in redeveloping the current city hall site for community housing. GMD Development, in partnership with KCDC, was the only qualified respondent. The city negotiated an option to lease for the property and an independent contract agreement related to securing the proper tax credit financing from Idaho Housing and Finance Association (IHFA). Both of these documents are set to expire February 1, 2021. GMD was awarded the tax credits in December and is currently working on further project due diligence such as project design refinements and proceeding through the city's land-use entitlement process with the public. Therefore, staff is recommending to extend both of these documents to November 30th, 2021.

Sustainability

Community Housing located in the town core is best practice as cited by the American Planning Association and Urban Land Institute. The location assists with a decrease in trip generation due to proximity to grocery store, employment and daily errands. Building in the core also reduces the city's need to create new infrastructure or services to accommodate the growth of residential units.

Financial Impact

There is no financial impact related to the extension of these two agreements.

Attachments:

Request letter from KCDC to extend option to lease

Amended Option Lease #20373

Original Option Lease #20373

Request letter from GMD to extend Independent Contractor Agreement

Amended Independent Contractor Agreement #20370

Original Independent Contractor Agreement #20370



January 15, 2021

Jade Riley
City Administrator
City of Ketchum
480 East Ave. N.
Ketchum, ID 83340

**RE: KCDC Option to Lease
Extension Request**

Dear Mr. Riley,

As it relates to the Option to Lease 20373 (attached) we are pleased to share with the City of Ketchum our success in obtaining a tax credit reservation in December 2020 for the proposed Bluebird Village development. As a result of this we can move forward on several elements of the development including design, financing and zoning entitlement. While we work to move forward on these items KCDC would like to request an extension of the above referenced option until November 30, 2021 so that a final lease for the property can be negotiated.

We look forward to our continued work on this project to make it a reality.

Sincerely,

A handwritten signature in black ink, appearing to be 'CF', followed by a long horizontal line extending to the right.

Charles Friedman
Executive Director
Ketchum Community Development Corporation

**Amendment No. 1 to
Option to Lease #20373 with Ketchum Community Development
Corporation (KCDC)**

THIS AMENDMENT to Agreement 20373 is made and entered into this ____ day of _____, 2021, by and between the CITY OF KETCHUM, an Idaho municipal corporation (“City”) and Ketchum Community Development Corporation (“Contractor”).

RECITALS

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

WHEREAS, pursuant to Idaho Code §50-301, City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, the Contractor is an Idaho nonprofit corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, KCDC, in conjunction with GMD Development has been awarded tax credits from the Idaho Housing and Finance Association;

NOW, THEREFORE, on the basis of the foregoing recitals the parties agree as follows:

1. Section 4 of the agreement is deleted in its entirety and replaced with the following:
 4. Time of Performance. Contractor shall continue to provide the Services outlined until November 30th, 2021. Contractor shall report to the City on the results of the feasibility studies and make recommendations as to how to proceed.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

CITY OF KETCHUM,
an Idaho municipal corporation

OWNER

By: _____

By: _____

Neil Bradshaw
Mayor

Its: _____

ATTEST:

Katrín Sharp
Deputy City Clerk

OPTION TO LEASE 20373

THIS OPTION TO LEASE (the "Agreement") is made and entered into by and between the CITY OF KETCHUM, an Idaho municipal corporation ("CITY") and THE KETCHUM COMMUNITY DEVELOPMENT CORPORATION, an Idaho nonprofit corporation ("Contractor").

RECITALS

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

WHEREAS, the Contractor is an Idaho nonprofit corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, it is deemed in the best interest of the City to acquire, by contract, certain services to be performed by the Contractor.

WHEREAS, the City is the owner of certain Real Property as identified in Exhibit A;

WHEREAS, the City desires to contribute the use of the property through a long term lease at below market consideration to pursue the long term use of this property for community housing ;

WHEREAS, the KCDC, in conjunction with GMD Development intends to make application to the Idaho Housing and Finance Association for tax credits in August 2018;

WHEREAS, if awarded tax credits by the Idaho Housing and Finance Association, the City will accept a lease of 99 years for the amount of \$1, to be paid by the Contractor.

WHEREAS, the first Option to Lease was to expire on February 1, 2020;

WHEREAS, the City is prepared to extend the Option to Lease until February 1, 2021;

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, the parties 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. The Contractor shall pursue a tax credit housing project for the site identified in Exhibit A, including all necessary studies, architectural documents and other

services as needed in order to make an application to the Idaho Housing Finance Association for a tax credit housing project (collectively, these studies are referred to as the “Services”).

3. Negotiation Priority. As consideration for the performance of the Services, in the event the Tax Credit application is approved by the Idaho Housing and Finance Association, the City shall grant a 99 year lease for the amount of \$1 dollar for the Real Property identified in Exhibit A to the Contractor and imposes an obligation of the City to negotiate in good faith a final lease agreement to lease the subject property for a Tax Credit project. The City shall not negotiate with other parties during the term of this option to lease.

4. Time of Performance. Contractor shall provide the Services prior to February 1, 2021, beginning on the date this Agreement is signed. Contractor shall report to the City on the results of the feasibility studies and make recommendations as to how to proceed.

5. Independent Contractor. The City and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of the City. 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 agents and employees shall not receive nor be entitled to any employment-related benefits from the City including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that City 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, its agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify City 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.

6. Compliance With Laws/Public Records. Contractor, its 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. 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 Title 74. 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 be readily identified, retrieved and made available for such inspection and copying.

7. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by City pursuant to

Paragraph 2 herein above shall be in writing. Notices to City and Contractor shall be addressed as follows:

CITY OF KETCHUM:

CITY OF KETCHUM
ATTN: CITY ADMINISTRATOR
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340-2315

CONTRACTOR:

KETCHUM COMMUNITY
DEVELOPMENT CORPORATION
P.O. BOX 6452
KETCHUM, ID 83340

8. Non-Assignment. Contractor hereby acknowledges that City 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 City which may be withheld for any reason.

9. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.

10. 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.

11. 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.

12. 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.

13. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

14. 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.


15. 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.

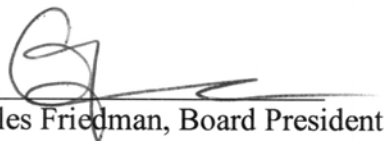
16. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

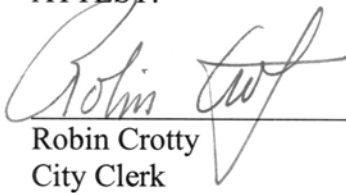
CITY OF KETCHUM
a Municipal Corporation

KETCHUM COMMUNITY
DEVELOPMENT CORPORATION,
an Idaho nonprofit corporation

By: 
Neil Bradshaw, Mayor

By: 
Charles Friedman, Board President

ATTEST:


Robin Crotty
City Clerk



ATTACHMENT A

City Hall Property: Lots 3 and 4 Block 45 of the Ketchum Original Town Site

Parking Lot: Lots W 75' of 7 and 8 Block 45 of Ketchum Original Town Site



January 15, 2021

Jade Riley
City Administrator
City of Ketchum
480 East Ave. N.
Ketchum, ID 83340

**RE: GMD Development Independent Contractor Agreement
Extension Request**

Dear Mr. Riley,

As it relates to the independent contractor agreement number 20370 dated February 5, 2020 (attached) we are pleased to share with the City of Ketchum our success in obtaining a tax credit reservation in December 2020 for the proposed Bluebird Village development. As a result of this we can move forward on several elements of the development including design, financing and zoning entitlement. While we work to move forward on these items GMD Development would like to request an extension of the above referenced agreement until November 30, 2021 so that another development services agreement can be negotiated.

We look forward to our continued work on this project to make it a reality.

Sincerely,

A handwritten signature in blue ink, appearing to read 'GD', is positioned above the typed name.

Gregory M Dunfield
President / Owner
GMD Development

**Amendment No. 1 to
Independent Contractor Agreement #20370 with GMD Development**

THIS AMENDMENT to Agreement 20373 is made and entered into this ____ day of _____, 2021, by and between the CITY OF KETCHUM, an Idaho municipal corporation (“City”) and GMD Development (“Contractor”).

RECITALS

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

WHEREAS, pursuant to Idaho Code §50-301, City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, GMD Development was the only proposal submitted to the competitive RFP issued by the city; and

WHEREAS, KCDC, GMD Development is well qualified to develop and deliver community housing in the City of Ketchum and has recently been awarded tax credits from the Idaho Housing and Finance Association;

NOW, THEREFORE, on the basis of the foregoing recitals the parties agree as follows:

1. Section 11 of the agreement is deleted in its entirety and replaced with the following:

11. TERM OF AGREEMENT. This Agreement commenced on the date signed by the last party to the agreement and shall be effective until November 30th, 2021 unless terminated by either party set forth in this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

CITY OF KETCHUM,
an Idaho municipal corporation

OWNER

By: _____
Neil Bradshaw

By: _____
Its: _____

Mayor

ATTEST:

Katrin Sharp
Deputy City Clerk

INDEPENDENT CONTRACTOR AGREEMENT 20370 WITH GMD DEVELOPMENT

This Professional Services Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho ("City"), and GMD Development ("Contractor") as represented by Gregory Dunfield, President and Owner of GMD Development.

RECITALS

Whereas, the City of Ketchum is pursuing development of community housing in the City of Ketchum, and;

Whereas, the City of Ketchum issued a Request for Qualifications on June 4th 2019, and;

Whereas, GMD Development was the only proposal submitted, and;

Whereas, GMD Development is well qualified to develop and deliver community housing in the City of Ketchum based on their experience and record of successful development projects within Ketchum and other communities,

NOW, THEREFORE, on the basis of the foregoing recitals, response to the Request for Qualifications, and upon motion duly passed by the Ketchum City Council, and for the consideration set forth herein, the parties agree as follows:

AGREEMENT

Contractor agrees to provide professional services pursuant to the terms and conditions of this Agreement.

1. SCOPE OF WORK:

Contractor will prepare and submit a Low Income Tax Credit Housing Application to the Idaho Housing and Finance Association at 480 East Avenue (Ketchum City Hall).

2. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.

3. **RECORDS ACCESS AND AUDITS:** Contractor shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by the City representatives for three (3) years after final payment. Copies shall be made available to the city upon request.

4. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is solely responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be

paid by Contractor according to law.

5. LICENSES AND LAW: Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Contractor further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.

6. FRINGE BENEFITS: Because Contractor is engaged in its own independently established business, Contractor is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.

7. WORKER'S COMPENSATION: Contractor shall maintain in full force and effect worker's compensation and employer's liability insurance for Contractor and any agents, employees, and staff that Contractor may employ, and provide proof to the City of such coverage or that such worker's compensation insurance is not required under the circumstances.

8. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES: Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.

9. PROPRIETARY RIGHTS: All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.

10. CONFIDENTIALITY: Contractor agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents unless and until the City signifies its written approval that such work product may be published as final work product subject to the public records laws of the state of Idaho. The City reserves the right to distribute the final work product as it sees fit provided that Contractor may use final reports as approved and adopted by the Ketchum City Council in the marketing of its firm.

11. TERM OF AGREEMENT: This Agreement commenced on the date signed by the last party to the Agreement and shall be effective for one year unless terminated by either party as set forth in this Agreement.

12. ENTIRE AGREEMENT: This Agreement, along with any and all exhibits and appendix attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

13. GENERAL ADMINISTRATION AND MANAGEMENT: The Mayor and the City Administrator or his/her designee shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

14. CHANGES: The City reserves the right to make changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease in Contractor's compensation, which are mutually agreed upon by and between the City and

Contractor, shall be incorporated in written amendments to this Agreement.

15. AMENDMENTS: This Agreement may be amended only in writing upon mutual agreement of both the City and Contractor.

16. ASSIGNMENT: It is expressly agreed and understood by the parties hereto that Contractor shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of the City.

17. TERMINATION OF AGREEMENT:

1. **FOR CAUSE DUE TO BREACH:** If Contractor shall fail to fulfill its obligations in compliance with the scope of work or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined. Contractor shall also provide the City all products or works of consulting generated to date of termination.

2. **TERMINATION BY THE CITY:** The City reserves the right to terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to Contractor. If this Agreement is terminated by the City as provided herein, Contractor shall be paid for the work performed prior to termination, less payment or compensation previously made. Contractor shall also provide the City all products or works related to this Project generated to date of termination.

3. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by Contractor upon thirty (30) days' written notice. Such termination shall be based upon substantial lack of performance by the City under the terms and conditions of this Agreement when said substantial lack of performance is through no fault of Contractor. If this Agreement is terminated by Contractor, Contractor shall be paid for services rendered and for reimbursable expenses incurred to the date of such termination.

18. NOTICES: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To CITY: City Administrator
City of Ketchum PO Box 2315
Ketchum, ID 83340

To CONTRACTOR: Gregory Dunfield
GMD Development
520 Pike Street Suite 1010
Seattle WA. 98101

18. DISCRIMINATION PROHIBITED: In performing the services required herein, Contractor agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

19. STANDARD OF SERVICE: Contractor shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Contractor makes no other warranty either expressed or implied.

20. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or resulting from the negligent performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.

21. INSURANCE: Contractor agrees to obtain and keep in force during its acts under this Agreement a professional liability insurance policy with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City. Contractor shall provide proof of coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to notify the City ten (10) days prior to cancellation of said policy. Deliver certificates of insurance and endorsements required by this Article to:

City of Ketchum
Attn: City Administrator
PO Box 2315
Ketchum, ID 83340

22. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

23. APPLICABLE LAW: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho.

24. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

25. ATTORNEY FEES: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

26. EFFECTIVE DATE: The effective date of this Agreement shall be the date signed by the last party of this Agreement.

27. DISPUTES: In the event that a dispute arises between the City and Contractor regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such

notice, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

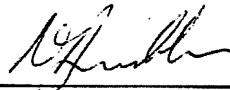
28. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

29. MISCELLANEOUS: Contractor has not been retained to supervise, direct, or have control over any contractor's work. Contractor specifically does not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) for safety precautions and programs to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to contractor(s) furnishing and performing their work. Accordingly, Contractor can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for the failure of contractor(s) to furnish and perform their work in accordance with the contract documents.

30. CONFLICT OF INTEREST: Contractor shall disclose any conflict of interest to the City that may arise or exists with any of Contractors current or former employers, clients, contractors or the like of or regarding any work, information, data, that may relate to the subject matter whether it is within the Contractor's scope of work or not. In the event a conflict of interest is identified, Contractor shall immediately disclose the conflict and the City may, in its sole discretion determine that this Agreement will terminate or agree to measures to address the conflict and limit Contractor's scope of work to avoid the conflict. Failure to promptly disclose a conflict of interest constitutes Contractor's breach of this Agreement.

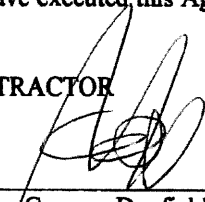
IN WITNESS WHEREOF, THE CITY and Contractor have executed this Agreement as of the effective date specified above.

CITY OF KETCHUM

By: 
Neil Bradshaw
Mayor

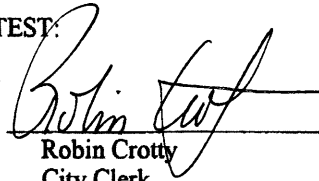
DATE: 7/1/19

CONTRACTOR

By: 
Gregory Dunfield

DATE: 7-9-19

ATTEST:

By: 
Robin Crotty
City Clerk

DATE: 7/10/19





SERVICE LEADER IN COMMERCIAL INSURANCE

COMMERCIAL INSURANCE POLICY
Policy Number: 18H LS 09646

Insured

GMD Development, LLC
520 Pike Street, Suite 1010
Seattle, WA 98101

Producer

Parker, Smith
& Feek, Inc.
2233 112th Avenue NE
Bellevue, WA 98004

Insurer

Alaska National Insurance Company
7001 Jewel Lake Road
Anchorage, AK 99502

COMMON POLICY DECLARATIONS
18H LS 09646
Named Insured:

 GMD Development, LLC
 520 Pike Street, Suite 1010
 Seattle, WA 98101

Producer:

 Parker, Smith
 & Feek, Inc.
 2233 112th Avenue NE
 Bellevue, WA 98004

The insured is a limited liability company.

Policy period: From 08/01/18 to 08/01/19 at 12:01 A.M. standard time at your mailing address shown above.

Coverages: This policy consists of the following coverages for which a premium is indicated. This premium may be subject to adjustment.

Coverages	Declaration Form	Estimated Premium
Commercial General Liability	ANIC GL 502 05 00	\$41,186
Terrorism Risk Insurance Program Reauthorization Act of 2015		281
Alaska Insurance Guaranty Association		0
Deposit Premium	Total Estimated Premium	\$41,467

Forms applicable to all coverages: ANIC IL 543 11 10; ANIC IL 1146 10 11; IL 00 17 11 98;
 IL 00 21 09 08; IL 01 21 09 08; IL 01 23 11 13; IL 01 46 08 10; IL 01 67 10 13; IL 01 98 09 08;
 IL 02 43 09 07; IL 02 80 09 08; IL 09 85 01 15; ANIC 1020 10 05

 Countersigned by Scott Lincoln (Authorized Representative)

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Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception	CG 21 65 12 04	21
Fungi or Bacteria Exclusion	CG 21 67 12 04	22
Cap on Losses from Certified Acts of Terrorism	CG 21 70 01 15	23
Washington - Fungi or Bacteria Exclusion	CG 26 77 12 04	24
Alaska War Liability Exclusion	CG 26 97 03 06	25
Identity Recovery Coverage - Identity Theft Case Management Service and Expense Reimbursement	ANIC IL 1146 10 11	26
Common Policy Conditions	IL 00 17 11 98	27
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08	28
Alaska Changes - Attorney's Fees	IL 01 21 09 08	29
Washington Changes - Defense Cost	IL 01 23 11 13	30
Washington Common Policy Conditions	IL 01 46 08 10	31
Montana Changes - Conformity With Statutes	IL 01 67 10 13	32
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 01 98 09 08	33
Montana Changes	IL 02 43 09 07	34
Alaska Changes - Cancellation and Nonrenewal	IL 02 80 09 08	35
Disclosure Pursuant To Terrorism Risk Insurance Act	IL 09 85 01 15	36
Multiple Forms Schedule Endorsement	ANIC 1020 10 05	37
Rule 82 Coverage Limitation Notice Commercial Liability Insurance (Primary)	PN 182 04 05	
Consumer Privacy Statement	PN 184 07 01	

NAMED INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured of the Declarations is amended to read:

- GMD Development, LLC;
- AK Preservation ChinNorth Limited Partnership;
- AK Preservation Kimberly Limited Partnership;
- MT Glacier GMD HW, LLC;
- MT Preservation HV, LLLP;
- MT Preservation SB RB, LLLP;
- Raymond Manor Holdings LLC;
- AK Preservation Channel Limited Partnership;
- AK Preservation Sawmill Limited Partnership;
- MT Preservation CV, LLLP;
- MT Larkspur, LLLP;
- MT Preservation L J LLLP;
- AK Preservation Spruce Limited Partnership;
- Juneau Senior Housing Partners Limited Partnership

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 1

Countersigned By _____

COMMERCIAL GENERAL LIABILITY DECLARATIONS
18H LS 09646

Limits of Insurance	
General Aggregate Limit	\$2,000,000
Products - Completed Operations Aggregate Limit	2,000,000
Each Occurrence Limit	1,000,000
Personal and Advertising Injury Limit	1,000,000 Any One Person or Organization
Damage to Premises Rented to You Limit	100,000 Any One Premises
Medical Expense Limit	5,000 Any One Person

Classifications and Premium				
Classifications	Code	Rating	Premium Base	Estimated Premium
<u>Premises/Operations</u>				
<u>1200 Century Circle, Wasilla, AK 99654</u> *Apartment Buildings	60010	57.519 Each Units	32	1,841
<u>1821 Swetmann Avenue, Seward, AK 99664</u> *Apartment Buildings	60010	57.519 Each Units	24	1,380
<u>190 W Park Avenue, #1, Soldotna, AK 99669</u> *Apartment Buildings	60010	57.519 Each Units	23	1,323
<u>101 Burkhart Street, Sitka, AK 99835</u> *Apartment Buildings	60010	57.519 Each Units	56	3,221
<u>543 S 3rd Avenue, Malta, MT 59538</u> *Apartment Buildings	60010	49.307 Each Units	32	1,578
<u>520 2nd Street SW, Cut Bank, MT 59427</u> *Apartment Buildings	60010	49.307 Each Units	36	1,775
<u>1280 10th Street W, Havre, MT 59501</u> *Apartment Buildings	60010	49.307 Each Units	52	2,564
<u>626 13th Avenue S, Great Falls, MT 59405</u> *Apartment Buildings	60010	49.307 Each Units	40	1,972
<u>910 Evans Street, Butte, MT 59701</u> *Apartment Buildings	60010	49.307 Each Units	60	2,958
<u>434 6th Street, Raymond, WA 98577</u> *Apartment Buildings	60010	36.796 Each Units	35	1,288

COMMERCIAL GENERAL LIABILITY DECLARATIONS
18H LS 09646

Classifications and Premium				
Classifications	Code	Rating	Premium Base	Estimated Premium
<u>1717 Douglas Highway, Douglas, AK 99824</u> *Apartment Buildings	60010	57.519 Each Units	22	1,265
<u>1240 N 14th Ave, 1323 & 1375 Manzanita Dr (B,E,F), Bozeman, MT 59715</u> *Apartment Buildings	60010	49.307 Each Units	34	1,676
<u>1240 N 14th Ave, 1323 & 1375 Manzanita Dr (C), Bozeman, MT 59715</u> *Apartment Buildings	60010	49.307 Each Units	18	888
<u>1240 N 14th Ave, 1323 & 1375 Manzanita Dr (A & G), Bozeman, MT 59715</u> *Apartment Buildings	60010	49.307 Each Units	41	2,022
<u>1240 N 14th Ave & 1233 Manzanita Dr (H), Bozeman, MT 59715</u> *Apartment Buildings	60010	49.307 Each Units	8	394
<u>1240 N 14th Ave & 1233 Manzanita Dr (D), Bozeman, MT 59715</u> *Apartment Buildings	60010	49.307 Each Units	35	1,726
<u>1150, 1152, 1154 and 1156 Grand Drive, Bigfork, MT 59911</u> *Apartment Buildings	60010	49.307 Each Units	32	1,578
<u>1050 Salmon Creek Lane, Juneau, AK 99801</u> *Apartment Buildings	60010	57.519 Each Units	24	1,380
<u>3039 Clinton Drive, Juneau, AK 99801</u> *Apartment Buildings	60010	57.519 Each Units	49	2,818
<u>24th Ave S and 23rd St S Lot 4, Great Falls, MT 59401</u> *Real Estate Development Property	47051	9.763 Each Acre	29	283
<u>13281 Aurora Avenue N, Seattle, WA 98133</u>				

COMMERCIAL GENERAL LIABILITY DECLARATIONS
18H LS 09646

Classifications and Premium				
Classifications	Code	Rating	Premium Base	Estimated Premium
*Apartment Buildings	60010	42.684 Each Units	170	7,256
*Products-Completed Operations are subject to the General Aggregate Limit				
Premium Audit Frequency: annually.		Total Estimated Premium		\$41,186

Forms applicable to this coverage: CG 00 01 04 13; CG 01 81 05 08; CG 01 97 12 07;
 CG 26 61 10 01; CG 26 70 10 01; ANIC GL 703 07 01; ANIC GL 1162 12 15; CG 20 05 04 13;
 CG 20 12 04 13; CG 20 18 04 13; CG 25 04 05 09; CG 32 68 09 08; ANIC GL 554 01 07;
 ANIC GL 980 01 06; ANIC GL 1023 01 06; ANIC GL 1048 01 14; CG 21 06 05 14; CG 21 09 06 15;
 CG 21 30 04 13; CG 21 47 12 07; CG 21 65 12 04; CG 21 67 12 04; CG 21 70 01 15; CG 26 77 12 04;
 CG 26 97 03 06

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
- a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

WASHINGTON CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion e. of Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages) applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Exclusion e. is replaced with the following:

This insurance does not apply to:

1. "Bodily injury" to an "employee" of the insured arising out of and in the course of:
 - a. Employment by the insured; or
 - b. Performing duties related to the conduct of the insured's business; or
2. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

B. Paragraphs 2.a.(1)(a), (b) and (c) of Section II – Who Is An Insured apply only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the reference to "volunteer workers" is removed from Paragraph 2.(a) of Section II – Who Is An Insured and Paragraph 2.a.(1) of Section II is replaced with the following:

2. Each of the following is also an insured:

a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or

(c) Arising out of his or her providing or failing to provide professional health care services.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 2

Countersigned By _____

WASHINGTON CHANGES – EMPLOYMENT-RELATED PRACTICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages):

This insurance does not apply to:

"Bodily injury" to:

1. A person arising out of any:
 - a. Refusal to employ that person;
 - b. Termination of that person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs a., b. and c. above is directed.

This exclusion applies:

1. Whether the injury-causing event described in Paragraphs a., b. or c. above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and
3. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs 1.a. and 2. of this exclusion do not apply if such "bodily injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

B. The following exclusion is added to Paragraph 2., Exclusions of Coverage B – Personal And Advertising Injury Liability (Section I – Coverages):

This insurance does not apply to:

"Personal and advertising injury" to:

1. A person arising out of any:
 - a. Refusal to employ that person;
 - b. Termination of that person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs a., b. and c. above is directed.

This exclusion applies:

1. Whether the injury-causing event described in Paragraphs a., b. or c. above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and
3. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs 1.a. and 2. of this exclusion do not apply if such "personal and advertising injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 3

Countersigned By _____

MONTANA CHANGES - MEDICAL PAYMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 1.b. **Insuring Agreement of Coverage C. Medical Payments** is replaced by the following:

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 4

Countersigned By _____

ALASKA CHANGES - DEFINITION OF METATAG

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Section V - Definitions:

"Metatag means hidden or embedded text or code that is not seen by persons viewing the web site, but that operates to attract search engines to that site.

B. Exclusion I. under Paragraph 2. of Section I - Coverage B - Personal And Advertising Injury is replaced by the following:

2. Exclusions

This insurance does not apply to:

I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or "metatag", or any other similar tactics to mislead another's potential customers.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 5

Countersigned By _____

BLANKET ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (herein referred to as an additional insured), but only if you are required to add that person or organization as an insured to this policy by a written contract that is in effect prior to the "bodily injury", "property damage", or "personal and advertising injury".

The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured for its vicarious liability for your acts or omissions in the performance of "your work".
2. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design or specifications; and
 - b. supervisory, inspection, or engineering services.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 6

Countersigned By _____

COMMERCIAL GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Various provisions in this endorsement restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Commercial General Liability Coverage Form.

The coverages provided by this endorsement apply per "occurrence" and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

NON-OWNED WATERCRAFT AMENDMENT

A. If endorsement **CG 21 09, CG 21 10, CG 24 50, or CG 24 51** is attached to the policy, Paragraph **A. 2. g. (2) (b)** is replaced by the following:

(b) A watercraft that you do not own that is:

(i) Less than 50 feet long; and

(ii) Not being used to carry persons or property for a charge.

B. If Paragraph **A.** does not apply, Paragraph **g. (2) of 2. EXCLUSION** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

(2) A watercraft that you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1.b. is replaced by the following:

b. Up to \$10,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED, paragraph 2.e. is added as follows:

e. Any person(s) or organization(s) (referred to throughout this coverage form as vendor) for whom you have agreed in writing to provide insurance such as is afforded by this coverage form but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Sub-paragraphs d. or f.; or

- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

SECTION II – WHO IS AN INSURED, paragraph 2.f. is added as follows:

- f. Any person(s) or organization(s) for whom you have agreed in writing to provide insurance as is afforded by this coverage form but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you by such person(s) or organization(s).

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s).

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) The coverage to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

SECTION III – LIMITS OF INSURANCE, Paragraph 6. Is replaced by the following:

6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage A for damages because of "property damage" to any one premises is the Limit shown in the Declarations or \$500,000, whichever is greater.

SECTION III – LIMITS OF INSURANCE, Paragraph 7. Is replaced by the following:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Limit shown in the Declarations or \$15,000, whichever is greater.

SECTION III – LIMITS OF INSURANCE, the following is added:

With respect to the insurance afforded to the insureds described in Paragraphs 2.e. and 2.f. of Section II – **Who Is An Insured**, if coverage provided to such insured is required by a contract or agreement, the most we will pay on behalf of such insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph 4. – Other Insurance is amended to add:

d. Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

This Paragraph d. supersedes any provision to the contrary in Paragraphs a. through c. above.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph 6. – Representations is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information you provided to us which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable laws and regulations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – is amended to add Paragraph 10.

10. Blanket Waiver of Transfer of Rights of Recovery Against Others

We waive any right of recovery we may have against any person or organization as required in a written contract because of payments we make for injury or damage arising out of "your work" done under a written contract.

The waiver applies only to the person or organization required by written contract and then only if the contract requires you to obtain this agreement from us.

SECTION V – DEFINITIONS – Paragraph 3. – "Bodily Injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 7

Countersigned By _____

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ADDITIONAL INSURED – CONTROLLING INTEREST

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Chatham Place Condominium Association
c/o Exit Realty
2227 Jordan Avenue
Juneau, AK 99801

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 8

Countersigned By _____

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City of Seattle, Department of Transportation
700 5th Avenue, Suite 2300
P.O. Box 34996
Seattle, WA 98124-4996

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 9

Countersigned By _____

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)

Designation of Premises

As per schedule on file with company

As per schedule on file with company

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 10

Countersigned By _____

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

Locations Scheduled on the General Liability Declarations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
 - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 11

Countersigned By _____

ALASKA TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing

operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 12

Countersigned By _____

ASBESTOS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

2. Exclusions

This insurance does not apply to:

Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos; or

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 13

Countersigned By _____

ALASKA CHANGES - FUNGI OR BACTERIA EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:****2. Exclusions**

This insurance does not apply to:

Fungi or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

This exclusion does not apply to "bodily injury" or "property damage" caused by fungi or bacteria which results from damage (not otherwise excluded) to a building or structure.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**2. Exclusions**

This insurance does not apply to:

Fungi or Bacteria

- a. "Personal and advertising injury" which would not have taken place but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

"Bacteria" means gram-negative bacteria and endotoxins emanating there from.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 14

Countersigned By _____

WASHINGTON CONDOMINIUM ACT – EXCLUSION OF DECLARANT LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

any liability an insured may have as a declarant or an affiliate of a declarant under the Washington Condominium Act (RCW 64.34).

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 15

Countersigned By _____

TOTAL LEAD EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

2. Exclusions

This insurance does not apply to:

Lead

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of "lead"; or

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "lead"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "lead".

B. The following definition is added to **SECTION V – DEFINITIONS** section:

"Lead" means the element in any form, including its use or presence in any alloy, compound, by-product, or other material or waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 16

Countersigned By _____

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 17

Countersigned By _____

EXCLUSION – UNMANNED AIRCRAFT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.g. Aircraft, Auto Or Watercraft under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 18

Countersigned By _____

ALASKA RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion q. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

B. Exclusion p. under Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 19

Countersigned By _____

EMPLOYMENT RELATED PRACTICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 20

Countersigned By _____

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 21

Countersigned By _____

FUNGI OR BACTERIA EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 22

Countersigned By _____

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 23

Countersigned By _____

WASHINGTON - FUNGI OR BACTERIA EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 24

Countersigned By _____

ALASKA WAR LIABILITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion i. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

i. War

"Bodily injury" or "property damage", however caused, arising out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. Exclusion o. under Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

o. War

"Personal and advertising injury", however caused, arising out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Exclusion h. under Paragraph 2., Exclusions of Section I – Coverage C – Medical Payments does not apply. Medical payments due to war are now subject to Exclusion g. of Paragraph 2., Exclusions of Section I – Coverage C – Medical Payments since "bodily injury" arising out of war is now excluded under Coverage A.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 25

Countersigned By _____

IDENTITY RECOVERY COVERAGE - IDENTITY THEFT CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The coverage and service provided under this endorsement are separate from your property or liability coverage. Identity Recovery Coverage is a first party coverage that inures to benefit of the owners of the insured entity. Identity Recovery Coverage includes reimbursement of specified legal expenses, but such coverage is subject to the Identity Recovery coverage limit. Under Identity Recovery Coverage, we do not have a duty to defend the insured from claims or suits. The limit and deductible applicable to Identity Recovery Coverage are separate from and in addition to the limits and deductibles that apply to your property or liability coverage.

IDENTITY RECOVERY COVERAGE

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery Coverage is applicable; and
3. Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured."

If all three of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

1. Case Management Service

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

2. Expense Reimbursement

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft."

This coverage is additional insurance.

EXCLUSIONS

The following additional exclusions apply to this coverage:

We do not cover loss or expense arising from any of the following.

1. The theft of a professional or business identity.
2. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
3. An "identity theft" that is not reported in writing to the police.

LIMITS

Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement Coverage.

Expense Reimbursement Coverage is subject to a limit of \$15,000 annual aggregate per "identity recovery insured." Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

Legal costs as provided under item d. of the definition of "identity recovery expenses" are part of, and not in addition to, the Expense Reimbursement Coverage limit.

Item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

Item g. (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

Item h. (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expenses Reimbursement Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

DEDUCTIBLE

Neither the Case Management Service nor the Expense Reimbursement Coverage is subject to a deductible.

CONDITIONS

The following additional conditions apply to this coverage:

A. Help Line

For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line** at **1-866-855-0672**.

The **Identity Recovery Help Line** can provide the "identity recovery insured" with:

1. Information and advice for how to respond to a possible "identity theft"; and

2. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses."

B. Services

The following conditions apply as respects any services provided by us or our designees to any "identity recovery insured" under this endorsement:

1. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured."
2. All services may not be available or applicable to all individuals. For example, "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
3. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. **"Identity Recovery Case Manager"** means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured." This includes, with the permission and cooperation of the "identity recovery insured," written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
 2. **"Identity Recovery Expenses"** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft":
 - a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
 - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft."
 - c. Costs for credit reports from established credit bureaus.
 - d. Fees and expenses for an attorney approved by us for the following:
 - (1) The defense of any civil suit brought against an "identity recovery insured."
 - (2) The removal of any civil judgment wrongfully entered against an "identity recovery insured."
 - (3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency.
 - (4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report.
- (5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured."
- This coverage provides for the reimbursement of expenses. We do not have a duty to assume the defense in any suit or action against an "identity recovery insured".
- e. Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
 - f. Actual costs for supervision of children or elderly or infirm relatives or dependants of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."
 - g. Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."
 - h. Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft."
 - (1) Such costs include:
 - (a) Costs by the "identity recovery insured" to recover control over his or her personal identity.
 - (b) Deductibles or service fees from financial institutions.
 - (2) Such costs do not include:
 - (a) Costs to avoid, prevent or detect "identity theft" or other loss.

- (b) Money lost or stolen.
- (c) Costs that are restricted or excluded elsewhere in this endorsement or policy.

3. **"Identity Recovery Insured"** means the following:

- a. When the entity insured under this policy is a sole proprietorship, the "identity recovery insured" is the individual person who is the sole proprietor of the insured entity.
- b. When the entity insured under this policy is a partnership, the "identity recovery insureds" are the current partners.
- c. When the entity insured under this policy is a corporation or other organization, the "identity recovery insureds" are all individuals having an ownership position of 20% or more of the insured entity. However, if and only if there is no one who has such an ownership position, then the "identity recovery insured" shall be:

- (1) The chief executive of the insured entity; or

- (2) As respects a religious institution, the senior ministerial employee.

An "identity recovery insured" must always be an individual person. The entity insured under this policy is not an "identity recovery insured."

- 4. **"Identity Theft"** means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

All other provisions of this policy apply.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 26

Countersigned By _____

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 27

Countersigned By _____

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 28

Countersigned By _____

ALASKA CHANGES – ATTORNEY’S FEES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
- COMMERCIAL PROPERTY – MORTGAGEHOLDER’S ERRORS AND OMISSIONS COVERAGE FORM
- FARM COVERAGE PART
- FARM UMBRELLA LIABILITY POLICY
- LIQUOR LIABILITY COVERAGE PART
- MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Attorney’s Fees For A Judgment Of	Additional Premium
\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

In any "suit" we defend in Alaska, our obligation under Supplementary Payments to pay all costs taxed against the "insured" is amended by the following:

A. We will pay that portion of the attorney's fees awarded as costs which does not exceed the amount allowed for a contested case in the schedule of attorney's fees contained in Alaska Civil Rule 82 for a judgment equal to the applicable Limit of Insurance.

B. However, if a premium and a judgment amount are shown in the Schedule, we will pay, instead of the attorney's fees provided in Paragraph A. above, that portion of the attorney's fees awarded as costs which do not exceed the amount allowed for a contested case in Civil Rule 82 for the judgment amount shown in the Schedule.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 29

Countersigned By _____

WASHINGTON CHANGES - DEFENSE COSTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
ELECTRONIC DATA LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph B. are added to all Insuring Agreements that set forth a duty to defend under:

1. Section I of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section II under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section III under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section A. Coverage under the Legal Liability Coverage Form; and

5. Coverage C – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph B. also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 30

Countersigned By _____

WASHINGTON COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

- a. Written notice by mail, fax or e-mail;
- b. Surrender of the policy or binder; or
- c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
 - b. The date of cancellation requested by the first Named Insured.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason;

except as provided in Paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:
 - a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;

- b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;

- c. Because of its physical condition, the structure is in danger of collapse;

- d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;

- e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;

- f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or

- g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:

- a. You are an individual;

- b. A covered auto you own is of the "private passenger type"; and

- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

- b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or

- c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or

- d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.
5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph **A.3.** above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph **A.3.** above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:
 - a. For Division Two – Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.
 - b. If:
 - (1) You are an individual;
 - (2) A covered auto you own is of the "private passenger type";
 - (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
 - (4) The first Named Insured cancels;
the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.The cancellation will be effective even if we have not made or offered a refund.
8. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspection And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Nonrenewal

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
- b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or

c. The policy clearly states that it is not renewable and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.

2. If:

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.:**

- a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.
- c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 31

Countersigned By _____

MONTANA CHANGES - CONFORMITY WITH STATUTES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following condition is added:

Conformity with Montana statutes. The provisions of this policy or Coverage Part conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy or Coverage Part.

However, with respect to insurance provided under the Commercial Automobile Coverage Part, while a covered "auto" is away from Montana:

1. We will increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

2. We will provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
3. No one will be entitled to duplicate payments for the same elements of loss.

B. Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 32

Countersigned By _____

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

- A. Under any Liability Coverage, to "bodily injury" or "property damage":**
- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**
- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
 - (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 33

Countersigned By _____

MONTANA CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to other than the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies**a. Midterm Cancellation**

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

- (1) If this policy has been in effect for less than 60 days, except as provided in Paragraph 2.a.(3) below, we may cancel for any reason.
- (2) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:
 - (a) Failure to pay a premium when due;
 - (b) Material misrepresentation;
 - (c) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - (d) Substantial breaches of contractual duties, conditions or warranties;
 - (e) Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

(f) Financial impairment of us; or

(g) Such other reasons that are approved by the Commissioner of Insurance.

- (3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in Paragraph 2.a.(2) above.

b. Anniversary Cancellation

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

B. With respect to the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies**a. Midterm Cancellation**

- (1) We may cancel this policy for nonpayment of premium by mailing or delivering written notice of cancellation to the first Named Insured at least 20 days before the effective date of cancellation.
- (2) We may cancel this policy based on the reason(s) stated in Paragraph 2.a.(2)(a) or (2)(b) by mailing or delivering written notice of cancellation to the first Named Insured at least 45 days before the effective date of cancellation:

- (a) If this policy has been in effect for less than 60 days, except as provided in Paragraph 2.a.(3), we may cancel for any reason.
 - (b) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:
 - (i) Material misrepresentation;
 - (ii) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - (iii) Substantial breaches of contractual duties, conditions or warranties;
 - (iv) Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;
 - (v) Financial impairment of us; or
 - (vi) Such other reasons that are approved by the Commissioner of Insurance.
 - (3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in Paragraph 2.a.(2)(b) by mailing or delivering written notice to the first Named Insured at least 45 days before the effective date of cancellation.
 - b. **Anniversary Cancellation**
We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.
- C. Paragraph 5. of the **Cancellation Common Policy Condition** is replaced by the following:
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.
- D. Any **When We Do Not Renew** Condition is deleted.
The following **When We Do Not Renew** Condition is added:
- 1. If we elect not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations and agent, if any, a notice of intention not to renew at least 45 days before the agreed expiration date.
 - 2. We need not mail or deliver this notice if:
 - a. You have purchased insurance elsewhere;
 - b. You have accepted replacement coverage;
 - c. You have requested or agreed to nonrenewal; or
 - d. This policy is expressly designated as nonrenewable.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 34

Countersigned By _____

ALASKA CHANGES – CANCELLATION AND NONRENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. The Cancellation Common Policy Condition is replaced by the following:**
1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
 2. We may cancel this policy by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:
 - a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against; or
 - (2) Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or
 - b. 20 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or
 - c. 60 days before the effective date of cancellation if we cancel for any other reason.
 3. We will mail our notice to your last known address and the last known address of the agent or broker of record.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.
 6. If this policy is cancelled, we will return any premium refund due to the agent or broker of record, or directly to the first Named Insured, or, if applicable, to the premium finance company. If:
 - a. We cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:
 - (1) Nonpayment of premium;
 - (2) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against;
 - (3) Discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy; or

- (4) Failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium;

any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or

b. The first Named Insured cancels, the refund:

- (1) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled;

(a) And rewritten with us or in our company group;

(b) At our request;

(c) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or

(d) After the first year for a prepaid policy written for a term of more than one year; or

(2) Will be returned or credited:

(a) By the effective date of cancellation; or

(b) Within 45 days of your request to cancel;

whichever is later.

If the policy is selected for audit, we will complete the audit within 45 days of receipt of the request for cancellation. The refund will be returned within 45 days of completion of an audit, or the effective date of cancellation, whichever is later.

B. The following is added and supersedes any provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, by first class mail, to you and the agent or broker of record at least 45 days before:

a. The expiration date; or

b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

2. We need not mail notice of nonrenewal if:

a. We have manifested in good faith our willingness to renew; or

b. The first Named Insured has failed to pay any premium required for this policy; or

c. The first Named Insured fails to pay the premium required for renewal of this policy.

3. Any notice of nonrenewal will be mailed to your last known address and the last known address of the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

C. The following Condition is added:

Notice Of Premium Or Coverage Changes On Renewal

If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the insured, we will mail written notice to your last known address and the last known address of the agent or broker of record at least 45 days before:

1. The expiration date; or

2. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 35

Countersigned By _____

 DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts)	\$281.
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
18H LS 09646	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE – PART II	
Federal share of terrorism losses	<u>85%</u> Year: 2015 (Refer to Paragraph B. in this endorsement.)
Federal share of terrorism losses	<u>84%</u> Year: 2016 (Refer to Paragraph B. in this endorsement.)
Federal share of terrorism losses	<u>83%</u> Year: 2017 (Refer to Paragraph B. in this endorsement.)
Federal share of terrorism losses	<u>82%</u> Year: 2018 (Refer to Paragraph B. in this endorsement.)
Federal share of terrorism losses	<u>81%</u> Year: 2019 (Refer to Paragraph B. in this endorsement.)
Federal share of terrorism losses	<u>80%</u> Year: 2020 (Refer to Paragraph B. in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 36

Countersigned By _____

MULTIPLE FORMS SCHEDULE ENDORSEMENT

<u>Form No.</u>	<u>Form Title</u>	<u>Applicable in</u>
IL 01 46 08 10 IL 00 17 11 98	Washington Common Policy Conditions Common Policy Conditions	Washington Alaska, Montana
IL 01 98 09 08 IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form) Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Washington Alaska, Montana
CG 01 97 12 07 CG 21 47 12 07	Washington Changes - Employment-Related Practices Exclusion Employment - Related Practices Exclusion	Washington Alaska, Montana
CG 26 77 12 04 ANIC GL 980 01 06 CG 21 67 12 04	Washington - Fungi or Bacteria Exclusion Alaska Changes - Fungi Or Bacteria Exclusion Fungi or Bacteria Exclusion	Washington Alaska Montana
CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception	Montana, Washington
CG 32 68 09 08	Alaska Total Pollution Exclusion with a Hostile Fire Exception	Alaska

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 37

Countersigned By _____

**RULE 82 COVERAGE LIMITATION NOTICE
 COMMERCIAL LIABILITY INSURANCE (PRIMARY)**

**THIS POLICY LIMITS COVERAGE FOR ATTORNEY FEES
 UNDER ALASKA RULES OF CIVIL PROCEDURE 82**

In any suit in Alaska in which we have a right or duty to defend an insured in addition to the limits of liability, our obligation under Section I - Supplementary Payments to pay attorneys fees taxable as costs against the insured is limited as follows:

Alaska Rule of Civil Procedure 82 provides that if you are held liable, some or all of the attorney fees of the person making a claim against you must be paid by you. The amount that must be paid by you is determined by Alaska Rule of Civil Procedure 82. We provide coverage for attorney fees for which you are liable under Alaska Rule of Civil Procedure 82 subject to the following limitations:

We will not pay that portion of any attorney's fees that is in excess of fees calculated by applying the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) to the limit of liability of the applicable coverage.

This limitation means the potential costs that may be awarded against you as attorney fees may not be covered in full. You will have to pay any attorney fees not covered directly.

For example, the attorney fees provided by the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) are:

- 20% of the first \$25,000 of a judgment;
- 10% of the amounts over \$25,000 of a judgment.

Therefore, if a court awards a judgment against you in the amount of \$1,500,000, in addition to that amount you would be liable under Alaska Rule of Civil Procedure 82(b)(1) for attorney fees of \$152,500, calculated as follows:

	20% of \$ 25,000		\$ 5,000
	10% of \$1,475,000		\$147,500
Total Award	\$1,500,000	Total Attorney Fees	\$152,500

If the limit of liability of the applicable coverage is \$1,000,000, we would pay \$1,000,000 of the \$1,500,000 award, and \$102,500 for Alaska Rule of Civil Procedure 82(b)(1) attorney fees, calculated as follows:

	20% of \$ 25,000		\$ 5,000
	10% of \$ 975,000		\$ 97,500
Total Limit of Liability	\$1,000,000	Total Attorney Fees	\$102,500

You would be liable to pay, directly and without our assistance, the remaining \$500,000 in liability plus the remaining \$50,000 for attorney fees under Alaska Rule of Civil Procedure 82 not covered by this policy.

The examples outlined above are examples only and do not amend the limits designated in your policy declarations. Your policy may contain limits that are different from those illustrated in the examples above.

CONSUMER PRIVACY STATEMENT

Alaska National Insurance Company appreciates the trust that is placed in us when our company is chosen to provide insurance protection. We strive to provide quality insurance products and superior service. In engaging in the insurance buying process with us, you trust us with personal and private information. We will limit the collection and use of such information to the minimum extent necessary to manage our business effectively and deliver superior service.

We are committed to protecting your private information, and we do not sell your information to others.

Please read the following notice about how we collect and use your personal information.

Sources of Information About You

We collect information about you from:

- The insurance application, other forms and information you or your insurance broker or agent submits to us (such as your name, address, locations of your business, social security or FEIN number, assets and past claims history).
- Your business transactions with us (such as your payrolls, revenues, premiums, policy coverage, payment history, and claims information).
- Insurance service organizations, state departments of motor vehicles, consumer reporting agencies, premium auditors or inspection services (such as your credit history, driver records, payroll, and gross income).

Use of Information About You

We treat your information with respect and concern for your privacy. We do not disclose any non-public

personal information about our customers or former customers to anyone except as permitted by law. This may include providing information to the insurance agent who represents you, or other companies that perform support services on our behalf or to other firms that assist us in providing service for your account.

Insurance Brokers/Agents

The insurance broker or agent representing you is not an employee of ours and is not subject to our privacy policy.

Your agent or broker may have information about you that we do not have, and may have a different policy regarding the use and protection of that information. Contact your broker or agent to learn about their privacy practices.

Protecting Your Private Information From Unauthorized Access

We limit employee access to customer information to those employees with a legitimate business reason for such access. We will safeguard, according to strict standards of security and confidentiality, any personal information we receive about you or from you. We will permit only authorized employees, who are trained in the proper handling of our customers' personal information, to have access to that information. Whenever we hire other organizations to provide support services, we will require them to conform to our privacy standards.

Medical Information

We obtain medical information only in connection with claims. We will not use or share personally identifiable medical information for any purpose other than for the administration of claims.



City of Ketchum
City Hall

January 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Consideration and Approval of Special Event
REVEL Sun Valley Limited Edition Marathon & Half**

Recommendation and Summary

This report includes the special event application, COVID Precaution Plan, Proposed Route and Comprehensive Operations Plan for the REVEL Sun Valley Limited Edition Marathon & Half planned for May 21-23, 2021. Staff recommends City Council approve or deny this special event.

"I move to approve/deny the special event application for the REVEL Sun Valley Limited Edition Marathon & Half."

The reasons for the recommendation are as follows:

- The limited-edition marathon and half meets all COVID requirements.
- To date, there have been no major issues identified by city departments.

Introduction and History

The Brooksee organization has produced several high-end marathon and half marathon races throughout the Western U.S., altering their regular operations significantly due to the pandemic. The REVEL Sun Valley Limited Edition Marathon & Half is a qualifier for the Boston Marathon with the start at Galena Summit. The Limited Edition race is described as "an extremely 'watered-down' version of the typical massive races" produced by Brooksee. This version has reduced participation numbers, eliminated festivities, implemented intense hygiene protocols and enforces social distancing.

Analysis

Brooksee has been working successfully with the Idaho Transportation Department for use of Highway 75; Bureau of Land Management; Blaine County Recreation District for use of the multi-use path; and Blaine County School District for use of the fields.

Additionally, discussions with South Central Public Health District have taken place for approval of Brooksee's COVID Precaution Plan, which was signed off on by the Health District's infection preventionist. She cited the following paragraph from the Stage 2 Stay Healthy Order on gatherings, stating it was a legitimate exemption to the 10-person gathering limit. Ketchum's Health Order 20-06 has the same exemption.

“Gatherings of participants necessary for extra-curricular activities, including athletics, practice, matches, performances and games may continue. Participants necessary for the extra-curricular activity to occur include, but are not limited to, players, instructors, coaches, officials, and personnel to broadcast the activity, but do not include non-participants such as spectators ...”

The COVID Precaution Plan focuses on face coverings and hand sanitizers, participant education, details on the wave start format, and addresses social distancing on the bus rides and at the start and finish lines. Participants must submit to a temperature check prior to boarding the bus and no spectators are allowed.

The special event application was reviewed by city departments. There were no issues found on this initial review. Police and Fire Departments may provide staff and an ambulance requiring a fee for both departments, and the Street Department and Mountain Rides see no issues with the route.

Sustainability Impact

Participants will park at the Pavilion Parking Lot in Sun Valley and travel by bus to the start line.

Financial Impact

There is no financial impact.

Attachment:

- Special Event License Application
- COVID Precaution Plan
- Comprehensive Operations Plan
- Finish Area Map
- Course Map



OFFICIAL USE ONLY
Event Name
Event Date
Date Received
Fees Paid

SPECIAL EVENT LICENSE APPLICATION

Application instructions, guidelines and procedures can be found at
www.ketchumidaho.org/forms

Small Event, Street Party and Medium Event applications due thirty (30) days prior to the event; and Large Event applications due sixty (60) days prior to the event. All events are subject to Council approval. **ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.**

Completed applications can be submitted via email to jtyo@ketchumidaho.org or by mail or hand delivery to City of Ketchum, P.O. Box 2315, 480 East Ave., N., Ketchum, ID 83340. If you have questions, please contact the Special Events Manager Julian Tyo at (208) 727-5077.

HAVE YOU READ THE GUIDELINES?			
<input checked="" type="checkbox"/> Yes (Please continue.)		<input type="checkbox"/> No (STOP and read the guidelines.)	
WHAT SIZE IS YOUR EVENT?			
<input type="checkbox"/> Street Party (\$100.00)	<input type="checkbox"/> Small Event (\$100.00)	<input type="checkbox"/> Medium Event* (\$200.00)	<input checked="" type="checkbox"/> Large Event* (\$600.00)
*City recommends pre-application meeting prior to application submittal.			
GENERAL INFORMATION			
Event Name: REVEL Sun Valley Limited Edition Marathon & Half		Event Date: May 21-23, 2021	
Event Description and Purpose (who is the event supposed to attract, what is the purpose of the event, etc.): Boston Marathon qualifying event for local and national runners. Please see attached Operations Plan for full details.			
Location of Event: See map at: https://www.runrevel.com/gmap/1318514 Hwy 75 --> Wood River Trail --> Warm Springs Rd --> Atkinson Park		Alternate Location: N/A	
Expected Number of Participants: 50 per wave, 10 waves/day, 3 days = 1,500		Admission Fee* (per person): \$262	
*Ticket sales for entry, registration, etc. for events taking place within Ketchum city limits are subject to sales tax.			
Number of Staff Working at Event: 10		Number of Volunteers Working at Event: 11	
EVENT COORDINATION			
Have you contacted Visit Sun Valley for information on events taking place on or around the date of your event?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
List the events taking place on or around the date of your event: No known outdoor events on or around May 21-23, 2021			
EVENT SCHEDULE			
Set Up	Date: 5/20/20	Time: 8:00AM	
Event Starts	Date: 5/21/20, 5/22/20, and 5/23/20	Time: 4:00AM	
Event Ends	Date: 5/21/20, 5/22/20, and 5/23/20	Time: 3:00PM	
Clean	Date: 5/23/20	Time: 3:00-8:00PM	

APPLICANT INFORMATION		
Organization Name: Brooksee, LLC		
Are you a non-profit corporation?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Applicant Name: Jared Rohatinsky		Title: CEO
Organization Address: 254 S 700 W		
City: Pleasant Grove	State: UT	Zip: 84062
Phone: 801-830-0624	Cell: 801-830-0624	
Email: jared@brooksee.com		
On-Site Contact: Jared Rohatinsky		Title: CEO
Address: 254 S 700 W		
City: Pleasant Grove	State: UT	Zip: 84062
Phone: 801-830-0624	Cell: 801-830-0624	
Email: jared@brooksee.com		
Emergency Contact: Anna Ryan - VP Operations		
Phone: 720-467-2188	Cell: 720-467-2188	
Email: anna@brooksee.com		
Other Contact (such as media, professional event organizer, event service provider or commercial fundraiser hired for this event): N/A		
USE OF CITY FACILITIES, PARKS AND STREETS		
If you are requesting use of city facilities, parks or streets, please indicate below:		
PARKS AND TOWN SQUARE		
<input checked="" type="checkbox"/> Atkinson Park	<input type="checkbox"/> Forest Service Park	
<input type="checkbox"/> Rotary Park	<input type="checkbox"/> Lucy Loken Park	
<input type="checkbox"/> Other:		
Daily Park Reservation Fees:	<input type="checkbox"/> Up to 100 People (\$140)	<input checked="" type="checkbox"/> 101 People or More (\$275)
DESIGNATED EVENT LOCATIONS* (\$100)		
<input type="checkbox"/> Fourth Street between Leadville and East Avenues	<input type="checkbox"/> First Avenue between River and First Streets	
<input type="checkbox"/> First Avenue between Second Street and Sun Valley Road	<input type="checkbox"/> First Avenue between Sun Valley Road and Fourth Street	
<input type="checkbox"/> First Avenue between Fifth and Sixth Streets	<input type="checkbox"/> Picabo Street between Gates Road and Ritchie Drive	
<input type="checkbox"/> Washington Avenue between River and First Streets		
*All other road closures are subject to City Council approval. Road closures on Main Street and on Sun Valley Road, east of Main Street, require an Idaho Transportation Department permit.		
Fees for non-designated locations:	Street Party - \$100	Medium/Large Events - \$500
List dates, times and location for street closure requests: No street closures needed, but race participants will be crossing streets and traffic will be held for them. See attached operations plan for full details.		
Name of person supervising street closure:		
Cell Phone:	Email:	
How many staff and volunteers will be managing the street closure?		

How will staff and volunteers manage the street closure? (ex.: 1 staff person at entrance and 1 at exit of road closure to manage vendors, 2 staff people to make sure road closure signage is removed after event ends)

Have you contacted Mountain Rides to advise of the street closure request? Yes No

*NOTE: The State of Idaho adopted the Manual for Uniform Traffic Control Devices (MUTCD) as a minimum standard for traffic control. The city is legally obligated to require a temporary traffic control plan (TTCP) pursuant to MUTCD standards for anyone using the right-of-ways for any purpose, including special events. A TTCP must be submitted for Street Division review.
Applications will not be accepted without a TTCP prepared by a qualified firm.

Are you requesting camping on public property? Yes* No

*Camping allowed only with written permission from the city and in association with an approved special event license.

STRICT GUIDELINES APPLY

EVENT SITE PLAN

On a separate piece of paper, provide a Site Plan of the event. Site Plan must be scaled to accurately represent the location of all items listed below (if applicable).

<input type="checkbox"/> Alcohol Vendors (A)	<input type="checkbox"/> Barricades (B)	<input type="checkbox"/> Beverage Vendors (BV)
<input type="checkbox"/> Bleachers (BL)	<input type="checkbox"/> Electricity/Generator (EL)	<input type="checkbox"/> Fire Extinguishers (EX)
<input type="checkbox"/> Fire Lane (FL)	<input type="checkbox"/> First Aid/EMS (FA)	<input type="checkbox"/> Food Vendors (FV)
<input type="checkbox"/> Garbage Receptacles (G)	<input type="checkbox"/> Hand Washing Sink (HWS)	<input type="checkbox"/> Portable Toilets (T)
<input type="checkbox"/> Recycling Receptacles (RR)	<input type="checkbox"/> Retail Merchants (RM)	<input type="checkbox"/> Security (P)
<input type="checkbox"/> Stages or Amplified Sound (SO)	<input type="checkbox"/> Tents (X)	<input type="checkbox"/> Trailers, Vehicles, Storage (TR)

TEMPORARY STRUCTURES

Will your event have temporary structures, including 10' x 10' pop-up tents? Yes* No

*Describe the size, number, use and assembly and disassembly plan:
 The finish venue will have a total of 7 pop-up canopies (NOT walled tents). 5 of these are 10'x20' and the remaining 2 are 10'x10'. Canopies are used primarily as shade cover for runners who need to recover after the race. They are also used to cover the food pickup area, the bag drop area, the timing table, and the results/info area. They are easily assembled and disassembled by Race Staff each day. None of the canopies will be placed side-by-side so that a larger structure is created. They will all be individually spaced.

TRANSPORTATION AND PARKING

Where will you direct event attendees to park vehicles?
 Participants will park at the private lot at the corner of Dollar Rd & Sun Valley Rd (in Sun Valley).

Will the event provide transportation services to the event? Yes* No

*Describe the transportation services:
 Coach buses will transport participants from the private parking lot to the race start line. Once participants finish the race, they will board coach buses which will constantly be shuttling back-and-forth between the parking area and Atkinson Park.

CITY SERVICES REQUESTS

Police services request for (indicate dates and times needed):

Security Traffic Control Parking Control Escort N/A

The Chief of Police will determine the number of police officers to staff the event. The Chief of Police also determines if police services will be needed at a special event for public safety concerns. Fees may be associated with the need for additional police services.

Fire/EMS services request (indicate dates and times needed):		
<input checked="" type="checkbox"/> Ambulance	<input type="checkbox"/> Fire Engine	<input type="checkbox"/> N/A
The Fire Chief will determine availability and approval of the request. The Fire Chief also determines if Fire/EMS services will be needed at a special event for public safety concerns. Fees may be associated with the need for Fire/EMS services.		
Will your event use city infrastructure such as bathrooms and trash receptacles?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
*Fees may be associated with the use of city bathrooms and trash receptacles.		
ELECTRICITY, MUSIC AMPLIFICATION AND LICENSING		
Do you have electrical needs?	<input checked="" type="checkbox"/> Yes*	<input type="checkbox"/> No
* The Facilities and Maintenance Division will assist with the request based upon availability. Please note that some areas do not have electricity access.		
Will your event have amplified sound?	<input checked="" type="checkbox"/> Yes*	<input type="checkbox"/> No
*Please review approved noise levels stated in guidelines.		
Will live or prerecorded music be played?	<input checked="" type="checkbox"/> Yes*	<input type="checkbox"/> No
*Licensing fee of \$10.00 is required. Fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that any and all music played or performed is original and free of licensing requirements.		
PORTABLE RESTROOMS AND HANDWASHING		
The applicant is required to provide portable toilets for all events having an anticipated attendance that exceeds the capacity of permanent bathroom facilities at the event location. Handwashing stations may also be required. The City utilizes Satellite Industries, Inc. Restroom Calculator (https://www.satelliteindustries.com/calculator) to estimate the number of additional toilets needed for each event.		
Restroom Company: United Site Services ("A Company")		
Number of Portable Restrooms: 6	Number of Handwashing Stations: 2	
Restroom Drop Off	Date: 5/20/21	Time: 8:00AM
Restroom Pick Up	Date: 5/23/24	Time: 8:00PM
TRASH AND RECYCLING		
Have you contracted for trash dumpster(s)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
How many? 1	What size? 40-yd	
Have you contracted for recycling dumpster(s)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
How many? 1	What size? 10-yd	
If you need assistance with calculations for trash and recycling dumpsters, please contact Environmental Resource Center for recycling information and Clear Creek Disposal or Independent Rubbish Service for waste disposal information.		
If you marked "no," describe how you will handle trash and recycling materials at the end of your event.		
Name of person supervising trash and recycling: Kamas Anderson, Operations Manager		
Cell Phone: 435-650-8435	Email: kamas@brooksee.com	
How many staff and volunteers will be managing trash and recycling? 2		
How will staff and volunteers manage trash and recycling during and after the event? (ex.: 2 staff dedicated to monitoring containers, all staff members making a sweep through premises after event ends)		
2 staff dedicated to monitoring containers and emptying smaller bags into large dumpsters. All staff members make a sweep through the park after event ends.		

CONCESSIONS

Will any of the following be served at your event:

<input type="checkbox"/> Alcoholic Beverages	<input checked="" type="checkbox"/> Food (pre-packaged meals)	<input type="checkbox"/> Merchandise
----------------------------------------------	---------------------------------------------------------------	--------------------------------------

All vendors should collect state and local sales tax. Vendors serving alcoholic beverages and food must hold a Catering Permit. Sales Tax information and Catering Permits can be obtained from the City Clerk office. **A LIST OF VENDORS PARTICIPATING IN YOUR EVENT MUST BE ATTACHED TO THIS APPLICATION OR SUBMITTED TEN (10) DAYS PRIOR TO EVENT.**

SALE AND DISTRIBUTION OF SINGLE-USE PLASTIC WATER BOTTLES, PLASTIC STRAWS, PLASTIC BAGS, AND TO-GO FOOD CONTAINERS MADE OF PLASTIC OR STYROFOAM IS PROHIBITED AT ALL CITY-OWNED PROPERTIES, CITY-OWNED FACILITIES AND CITY EVENTS.
(Resolution 19-013)

BANNERS

If you would like to reserve space for an over the road banner, please submit complete application to the Special Events Manager. Application can be found here: www.ketchumidaho.org/forms

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

Special events are required to notify businesses and/or property owners of the date, time, venue and purpose of event within five (5) days of city receipt of the special event application. Written notice shall be emailed, mailed or hand-delivered to property owners and businesses adjoining the proposed venue. City staff will provide the list and available contact information. Property owners and businesses have seven (7) days in which to submit comments regarding the proposed special event to the city.
For all events, city staff may elect to provide additional noticing based on the size, location and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners.

INSURANCE REQUIREMENTS

Attach a certificate of public liability insurance pursuant to the following requirements of Title 12, Chapter 12.32 of the Ketchum Municipal Code. Every applicant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of the licensed special event public liability insurance in the amount of one million dollars (\$1,000,000.00) per person and one million dollars (\$1,000,000.00) per accident. In addition, every applicant, at its sole cost and expense, shall obtain and maintain public liability insurance for property damage in the amount of one million dollars (\$1,000,000.00). Certificates of such insurance shall be filed concurrently with the application for the special event and will include an endorsement stating that the City of Ketchum is named as an additional insured and that said insurance will not be canceled or altered by the insurance company or applicant without ten (10) days prior written notice of such intended alteration or cancellation to the City. Current certificates of such insurance shall be kept on file at all times during the term of the special event. (Ord. 669 § 7, 1995)

SIGNIFICANT EVENT CHANGES

Has this event been approved in the City of Ketchum in previous years? Yes* No

*If yes, please indicate any significant changes to the event request since its last approval:

HAVE YOU ATTACHED OR OBTAINED THE FOLLOWING?

<input type="checkbox"/> Payment & Deposit	<input type="checkbox"/> Proof of Insurance	<input type="checkbox"/> Temporary Traffic Control Plan
<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> ITD Permit	<input type="checkbox"/> Alcohol Beverage Catering Permit
<input type="checkbox"/> City Sales Tax Permit	<input type="checkbox"/> Notification Form	<input type="checkbox"/> Health Department Permit
<input type="checkbox"/> Vendor List	<input type="checkbox"/> Proof of Music License	<input checked="" type="checkbox"/> Other Operations Plan

It is the applicant's responsibility to contact agencies outside of Ketchum that may be involved in the permit, inspection, sales, convenience or assistance process connected with your event. Those agencies may include but are not limited to the Idaho Power Company, Intermountain Gas, Idaho Alcohol Beverage Control Board, Idaho Highway Patrol and Blaine County Recreation District (a separate permit is required for use of any portion of the Wood River Trail System).

AUTHORIZATION OF APPLICANT

I have reviewed the completed application and know the contents thereof to be true. I represent and warrant that I have the lawful authority and authorization to execute this application and attached indemnity agreement, for and on behalf of the entity applying for the special event license. I have reviewed the conditions of the Ketchum Municipal Code, Title 12, Chapter 12.32 and do hereby agree to the terms set forth therein. Furthermore, I acknowledge that if I fail to so comply with the criteria and conditions set forth in Title 12, Chapter 12.32, my special event license will be revoked.

Pursuant to Resolution No. 08-123, any direct costs incurred by the city of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, noticing and copying costs associated with the application. The city will require a retainer to be paid by the applicant at the time of application submittal to cover said associated costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the city.

The City of Ketchum reserves the right to revoke any permit and/or cancel any event or park reservation as deemed necessary in order to protect the public health and safety. In event of cancellation the City will reasonably work with the event or park reservation holder to accommodate rescheduling.

Signature of Applicant: 

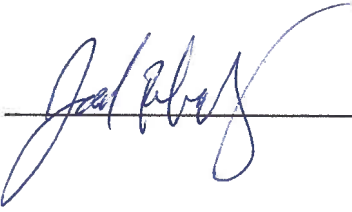
Date: 12/31/20

LICENSE FEES		
Event Category	Event Fees	Amount or N/A
Application Fee	\$100, \$200 or \$600	\$ 600
Road Closure Fee	\$100 or \$500	\$ N/A
Park Reservation Fee (per day)	\$140 or \$275	\$ 275 x 4 = \$1,100
Facility Fee (per day)	\$150 or N/A	\$ N/A
Music License Fee	\$10 or attach proof of licensure	\$ 10
	TOTAL FEES	\$ 1,710
Deposit (Separate check required.)	\$250	\$250

INDEMNIFICATION AGREEMENT

In connection with sponsoring the event described in the attached application, a "Special Event" to be held in Ketchum, and as a condition of obtaining a license therefore, Brooksee, LLC, (hereafter referred to as "Applicant"), agrees that Applicant shall indemnify and save and hold harmless the City of Ketchum, (hereafter referred to as "City"), 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 tortuous conduct of City or its officials, agents or employees. In addition, Applicant shall maintain and specifically agrees that it will maintain, throughout the course of the "Special Event" liability insurance in which City shall be named insured in the minimum amount as specified in Title 12, Chapter 12.32. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City from and for all such losses claims, actions, or judgments for damages or liability to persons or property. Applicant shall provide City with a Certificate of Insurance evidencing Applicant's compliance with the requirements of this paragraph and file such proof of insurance with the Special Events Manager.

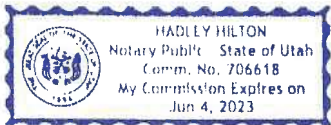
DATED this 31st day of December, 20 20.


Signature of Applicant: 

STATE OF ~~IDAHO~~^{Utah}
County of ~~Blaine~~^{Utah}

On this 31st day of December, 20 20, before me, a Notary Public in and for the State of Idaho, personally appeared Javed Rohatinsky, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.



Notary Public: 

Residing at: Pleasant Grove, UT

Commission expires: June 4, 2023

COVID Precaution Plan

REVEL Sun Valley Limited Edition Marathon & Half

This document is being submitted to the South Central Public Health District to outline the manner in which Race Staff will ensure proper precautions are taken to prevent the spread of COVID-19 during the proposed REVEL Sun Valley Limited Edition Marathon & Half, to be held in May 2021.

1. **Face Coverings:** Face coverings MUST be worn at all times by participants, Race Staff, and volunteers, with the exception noted in the following paragraph. Although participants will be encouraged to bring their own masks, Race Staff will be prepared with two masks per participant in case participants do not have their own mask. These extra masks will be distributed as necessary at the bus loading zone as well as at the race finish line.

Participants will not be allowed to approach or load a bus unless they are wearing a mask. The mask must be worn for the entire duration of the bus ride as participants are transported to the start line. The masks must also be worn during the entire warm-up process once participants offload the bus and prepare for their race to start. A trash receptacle will be placed immediately adjacent to the race start line; only as participants actually cross the start line of the race will they be permitted to remove their mask if desired. They may either run with their mask, or dispose of it in the designated trash receptacle.

Immediately upon crossing the race finish line, a Race Staff member will direct all participants to put on a mask. If they disposed of the mask they were using prior to the race, a new mask will be provided for them at the finish line.

2. **Hand Sanitizer:** Prior to the race, all participants will be given a small bottle (3-oz) of hand sanitizer as part of their race “swag bag.” This bottle is small enough that runners may easily carry it with them in a pocket or a running waist belt. Participants will be encouraged to apply hand sanitizer at bus loading, bus offloading, and upon reaching the finish line.

In case participants choose not to bring their individual hand sanitizer bottles, Race Staff will provide large bottles at multiple locations, including bus loading, bus offloading (start line area), each aid station along the course, and at the race finish line. Every portable restroom will also be equipped with hand sanitizer.

In all of the instances mentioned above, the hand sanitizer will be at least 60% alcohol.

3. **Participant Education:** Prior to being allowed to participate in the race, all participants will be required to watch a short video. This video contains educational materials related to face coverings, hand hygiene, proper social distance, and other best practices that participants will be required to follow. The rules of the race will state that any participants who do not adhere to the guidelines will be disqualified and their race times will NOT be submitted for Boston Marathon qualification. Please visit the following link to see the educational video that was used

for our REVEL Mt Charleston Limited Edition Marathon & Half in Las Vegas:
<https://vimeo.com/474536539>

4. **Wave Start Format:** Rather than starting the race en masse with all participants beginning at the same time, the race will be divided into “waves” of 50 participants per wave. Each wave will be kept entirely isolated from other waves in terms of both distance and time. There will be no intermingling among participants from separate waves.

To assign participants into waves, Race Staff will collect pace data from each participant during the registration process. Participants will be required to submit their true estimated race pace, based on recent races completed. Using this data, participants will be ranked from fastest to slowest. The first wave of each race day will be comprised of the fastest participants, and so on until the last wave of the day which will be comprised of the slowest participants. Furthermore, participants within each wave will be ranked from fastest to slowest and will start the race in that order. Wave and position assignments will be displayed by the numbers on the participants’ race bibs. The purpose of starting the fastest runners first and the slowest runners last is so that there is little (or no) risk of participants passing each other during the race.

Each wave start time will be separated by 20 minutes. Beginning exactly at the designated wave start time, the first runner will begin the race and he or she will be followed by subsequent runners every five seconds. With 50 runners per wave and five seconds in between each individual start, it will take 250 seconds (4 minutes and 10 seconds) for all runners in the wave to begin the race. The remaining 15-16 minutes of the 20-minute window will be available for runners to offload their bus, use the restroom, stretch, and otherwise prepare for their race. The table below illustrates how this timeline will play out for the first three waves of each day.

	Wave 1	Wave 2	Wave 3
5:15	Arrives at start line	On bus	Bus loading
5:20	Pre-race prep	On bus	On bus
5:25	Pre-race prep	On bus	On bus
5:30	Runners start race every 5 seconds from 5:30-5:34	On bus	On bus
5:35	Running	Arrives at start line	On bus
5:40	Running	Pre-race prep	On bus
5:45	Running	Pre-race prep	On bus
5:50	Running	Runners start race every 5 seconds from 5:50-5:54	On bus
5:55	Running	Running	Arrives at start line
6:00	Running	Running	Pre-race prep
6:05	Running	Running	Pre-race prep
6:10	Running	Running	Runners start race every 5 seconds from 6:10-6:14
6:15	Running	Running	Running

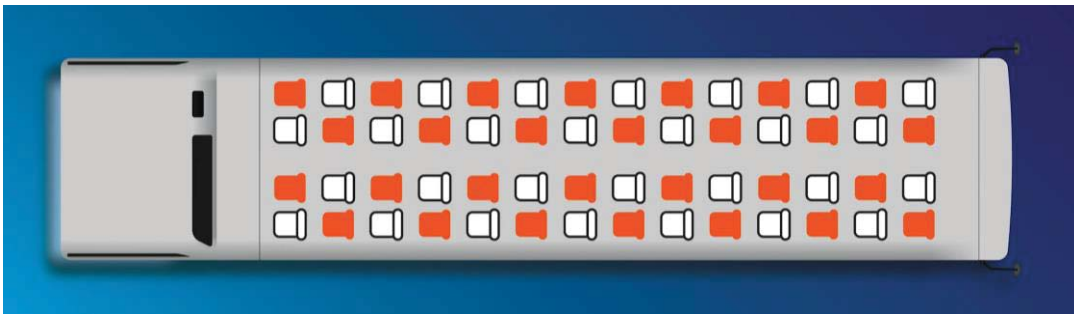
Note that because the fastest runner in wave 2 will be slower than the slowest runner in wave 1 (and so on, in each subsequent wave) there is a very low likelihood of runners from any given wave catching up with runners from another wave. To further decrease this risk, there is a gap of 15 minutes between the time runners from different waves start the race.

To be clear: there will be more than three waves per day (up to 10 waves per day), and there may be multiple days of races that follow this format depending on permits obtained by other state and local entities. There may therefore potentially be up to 1,500 total participants (500 per day for three days). However, this wave start format will be implemented in all instances so that regardless of the total number of participants there will never be more than 50 runners in any given setting. Furthermore, the 50 runners within each wave will ALWAYS be required to maintain proper social distance as explained in the following section.

5. **Social Distancing:** Social distancing will be enforced during all stages of the race as follows:

Bus Loading: During each wave's bus loading window, participants will line up to board their buses using ground markings that will be placed more than six feet apart.

Bus Ride: Buses will only be filled to half capacity, and seating will be arranged in a staggered format, skipping every other row as shown in the diagram below. This arrangement will be used for both pre-race transportation and post-race shuttling as runners are taken back to the parking area.



Start Line Area: In addition to the restrooms available inside each charter bus, there will be abundant portable restrooms at the start line area so that long lines never form. Ground markings will be placed more than six feet apart in front of each portable restroom to indicate where participants should stand while waiting for the restroom.

As each wave's race start time nears, all participants will be directed to line up next to cones that will be placed more than six feet apart. Each cone will have a number that corresponds to the number on the runners' race bibs. Runners will be required to remain socially distanced next to their respective cones until it is their turn to start the race, five seconds apart from other runners.

On Course: As described above, there is very low potential for runners to need to pass one another due to the wave start format and the ranked positioning based on speed. However,

runners will be instructed that if it is necessary to pass each other, they must wait until they reach a pullout or shoulder that has enough room to allow them to pass with at least six feet of distance between other participants. Runners must run single-file at all times and may not run side-by-side.

Finish Line Area: Upon finishing the race, runners will be asked to leave the finish line area as soon as they are physically capable of doing so. Those who require time to recover from their effort will be allowed to use a designated recovery area which will be delineated with spacing of more than six feet between each recovery spot.

6. **Cleaning & Disinfecting:** Race Staff will constantly clean and disinfect high-touch surfaces throughout the race. We obtained a state grant which allowed us to purchase industrial cleaning equipment and supplies that are approved for effective disinfecting of SARS-CoV-2.
7. **Spectators:** Spectators will not be allowed at the bus loading area, the start line area, along the course, or at the finish line area. Participants who wish to meet up with their supporters must arrange to do so outside of the limits of the race. No spectator presence will be tolerated.
8. **Signage:** We have created the signage shown below that will be displayed at several locations during the race including bus loading, start lines, and finish venue. These signs are 3 feet tall by 2 feet wide.



9. **Screening:** Prior to being allowed to board a bus, all participants must submit to a temperature check performed by Race Staff. Any participant with a temperature of 100.4 or higher will be disqualified from the race and will be required to leave the area immediately. Race Staff and volunteers must also submit to this temperature check daily.

All participants must turn in the following questionnaire prior to being allowed to board a bus. This questionnaire requires runners to attest to their symptoms (or lack thereof) and will be used to disqualify any participants who present a danger of infection.

REVEL Sun Valley Limited Edition COVID-19 SCREENING QUESTIONNAIRE

*NOTE: THIS FORM WILL ACT AS YOUR BUS TICKET. DO NOT DISCARD.

The safety of our runners, staff, and volunteers is our overriding priority. In order to prevent the spread of the coronavirus and reduce the potential risk of exposure, we are asking everyone to complete and submit this questionnaire prior to participating in the race. **This document will be your ticket for transportation to the start line.**

Name:	Phone Number:
1	<p>Are you currently experiencing, or have you experienced in the past 14 days, any of the following symptoms? (Please take your temperature before you answer this question. Note that your temperature will also be taken prior to bus loading.)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Fever (100.4° F/37.8° C or greater)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Cough</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Shortness of breath or difficulty breathing</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sore throat</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> New loss of taste or smell</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Chills</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Head or muscle aches</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Nausea, diarrhea, vomiting</p>
2	<p>In the past 14 days, have you been in close proximity to anyone who was experiencing any of the above symptoms or has experienced any of the above symptoms since your contact?</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p>
3	<p>In the past 14 days, have you been in close proximity to anyone who has tested positive for COVID-19?</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p>
4	<p>Have you been tested for COVID-19 and are waiting to receive test results? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
5	<p>Have you tested positive for COVID-19, or are you presumptively positive for COVID-19 based on your health care provider's assessment or your symptoms?</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p>
6	<p>Is there any reason why you feel you are at higher risk of contracting COVID-19 or experiencing complications from COVID-19 by entering the race? If "yes", please provide a brief explanation.</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Explanation: _____</p>

Certification

I hereby certify that the responses provided above are true and accurate to the best of my knowledge.

Signature _____

Date _____

Note: The information collected on this form will be used to determine only whether you may be infected with COVID-19. The information on this form will be maintained as confidential.

10. **Contact Information:** The race registration process requires all participants to enter demographic and contact information (including phone number, physical mailing address, email address, and emergency contact). Data will be stored in our system to identify which participants participate in each wave each day. If necessary, this information can later be used to notify and trace participants.
11. **Food & Beverage:** Runners will be strongly encouraged to run with their own hydration and nutrition items rather than relying on amenities at race aid stations. However, Race Staff will implement safety measures for those who do avail themselves of beverages at aid stations. Each aid station will be staffed by a single volunteer, who will be pre-screened and temperature-checked. This volunteer will be required to wear a face covering and gloves at all times. The volunteer will not physically hand beverages to runners, but will rather maintain adequate single-serving drinks on the table for runners to pick up themselves.
- Upon finishing the race, runners will be given a pre-packaged meal that is prepared offsite and delivered to the race finish line. Runners will take the meal with them as they exit the finish area.
12. **No Payment Transactions:** All payment transactions will occur online prior to the event. There will be no need for participants to interact with Race Staff in regards to the exchange of credit cards or cash.

Point of contact for questions regarding this document:
Jared Rohatinsky
801-830-0624
jared@brooksee.com

This document has been reviewed and approved by:

Judy Proctor, RN, CIC – South Central Public Health District
Name

Signature Judy Proctor, RN, CIC

Date 12/31/2020



BROOKSEE

2021 REVEL Sun Valley Limited Edition Marathon & Half **Comprehensive Operations Plan**

Last updated: 12/31/2020

This document outlines the operating plan for the REVEL Sun Valley Limited Edition Marathon & Half to be held in May 2021. Brooksee's principal concern is the safety of our participants and of the public. We wish to stress that we will take all necessary steps to ensure a safe event for all affected stakeholders.

Overview

Nearly all mass participation events have been cancelled in the wake of the COVID-19 pandemic. Large road races have been shut down due to public health concerns and there is not a clearly visible end to the current situation. In response to this challenging environment, we have created the concept of "Limited Edition" races. Limited Edition races allow runners to participate safely in marathons and half marathons while not risking participant or public health.

A Limited Edition race is an extremely "watered-down" version of the typical massive races we produce in the REVEL Race Series and the Portland Marathon. Participation numbers are reduced, festivities are eliminated, social distancing is enforced, intense hygiene protocols are implemented, and operations are simplified. The goal is to let runners have a chance to compete without the traditional pomp and circumstance usually seen at events of this nature.

Multi-Day Format

In order to reduce the number of participants competing in close proximity to each other, this event will be spread out over three days: Friday, May 21; Saturday, May 22; and Sunday, May 23. The maximum number of participants per day is 500.

Registration will open as soon as we have received assurance that permits will be issued. Race entries will be sold on a first-come, first-served basis and will be sold in reverse chronological order beginning with the Sunday event. Furthermore, entries are sold in a "Kickstarter" fashion – if a race day does not reach its cap of 500 participants before a set deadline, the race day will be cancelled and all registrants will receive a refund.

To illustrate, the following example assumes that permits for this race become assured on 2/1/21.

- Registration would open on 2/1/21 and a registration deadline would be set for 2/28/21.
- At the time of opening, only the 500 entries for the Sunday race will be available for purchase. If all 500 entries for Sunday are not purchased prior to 2/28/21 then the race

will be cancelled and all those who have registered will be refunded. If all 500 entries for Sunday are sold prior to 2/28/21, then the 500 entries for Saturday will be made available.

- If all 500 entries for Saturday are not purchased prior to 2/28/21 then the Saturday event will be cancelled and those who registered for the Saturday race would be refunded; but the Sunday race would still occur. If all 500 entries for Saturday are sold prior to 2/28/21, then the 500 entries for Friday will be made available.
- If all 500 entries for Friday are not purchased prior to 2/28/21 then the Friday event will be cancelled and those who registered for the Friday race would be refunded; but the Sunday and Saturday races would still occur.
- Regardless of what happens, we will know the exact final participant count on 2/28/21, and it will not be greater than 1,500 total (500 per day).

Wave Format

To further decrease the number of participants interacting at the same place at the same time, we will execute this race in a “wave” format. The 500 participants in a daily event will be split into ten separate waves of 50. Each wave will be separated by 20 minutes in terms of their bus loading and subsequent race start times.

This wave format ensures that there are never more than 50 people at any geographic area at any time, including the bus loading zone, the start lines, and the finish venue. It also allows runners to become extremely spread-out along the racecourse so that they are able to run single-file in the shoulder and a small lane encroachment of Highway 75 as opposed to needing to shut down a lane of the highway.

Packet Pickup

There will not be a traditional pre-race Expo in conjunction with this event due to public health concerns. Instead, we will execute a simple Packet Pickup operation that will lack vendor booths, displays, food & beverage sampling, and anything else that would encourage participants to linger and mingle. Packet Pickup will occur at a private facility in Sun Valley.

There will be a Packet Pickup each evening prior to a race day and runners will be required to attend Packet Pickup on the evening before their race. Packet Pickup hours will be from 5:00-8:00PM.

The Packet Pickup will serve the sole purpose of allowing runners to retrieve their race bag and receive final instructions from race staff regarding safety protocols. Race staff will be managing the Packet Pickup event, and all staff will have their temperature taken each morning. Should any member of the staff have a temperature of 100.4 or higher, or any other symptoms of COVID-19, they will be dismissed from the event. All staff will be required to wear gloves and a mask for the entire duration of the Packet Pickup.

The Packet Pickup will have several socially-distanced corrals to allow for participants to be handed their race bags and goodies by staff. There will be a mandatory, socially-distanced safety briefing during which all COVID-19 safety protocols will be explained to participants. The corrals will consist of no more than 10 people at a time to ensure proper social distancing.

When participants arrive at Packet Pickup they will be given a mask if they do not have one. Abundant hand sanitizing stations will be available throughout the venue and markings on the ground will indicate proper social distance.

Parking, Busing, & Shuttling

Participants will not park at the race start or finish lines. They will park at the large private lot at the corner of Dollar Rd & Sun Valley Rd in Sun Valley. From the parking area, they will be bused to the race start lines. Upon finishing the race, a shuttle service will return runners from the finish venue at Atkinson Park back to the parking area.

Participants will be loaded onto buses with strict loading times exactly 20 minutes apart. The buses will leave at predetermined departure times from 4:30am to 7:30am. Participants will not be allowed to park or be dropped off at the start venues. Participants will be given a specific bus to load prior to race day. Each wave will have 2 assigned buses, and buses will only make one trip up to the start lines; they will not be reused to make multiple trips. Buses will only be filled to half capacity and will be arranged in a staggered seating format which skips every other seat on each row.

All participants will have their temperatures checked prior to entering the buses. Anyone with a temperature of 100.4 or higher will be asked to return to their car and will be disqualified from the event. All participants will be required to fill out a COVID-19 survey discussing exposure and symptoms within the 24-hour window leading up to their race. The answers to this survey will be checked by race staff prior to allowing any participants to board the bus; any runners who have been exposed to symptomatic individuals or who are experiencing symptoms themselves will not be allowed to participate.

Participants will be given masks if they do not have one of their own at the bus loading area. They will be required to wear the mask from the moment they approach the bus loading area until the moment they begin the race. Masks will also be required during the post-race shuttle ride back to the parking area.

Start Lines

There will not be a typical staging venue or festival area at the start lines. Runners will be dropped off at the start area and will have 15 minutes to prepare for the race. During those 15 minutes runners may stretch, warm up, and use one of the many portable restrooms that will be available. They will be required to maintain at least six feet of social distance between other individuals and remain off of the road until they begin their race. Exactly at the designated wave start time the first runner will begin the race, and he or she will be followed by additional runners every five seconds.

Runners must continue to wear their mask until the moment they begin their race. There will be trash cans for them to throw their own masks away immediately before the start line. After each wave, the trash cans will be emptied and placed into a trash truck and new liners will be used for the next wave. Should participants bring their own masks, they will be able to run with them on

their face, in their pockets or in a running belt.

Course Routes & Traffic Control

The course routes can be seen on an interactive online map at the following url: <https://www.runrevel.com/gmap/1318514>. In this map the yellow line represents the marathon route; the blue line represents the half marathon route; and the black/white letters (A-K) represent aid stations.

For ease of explanation, the course will be divided into three sections:

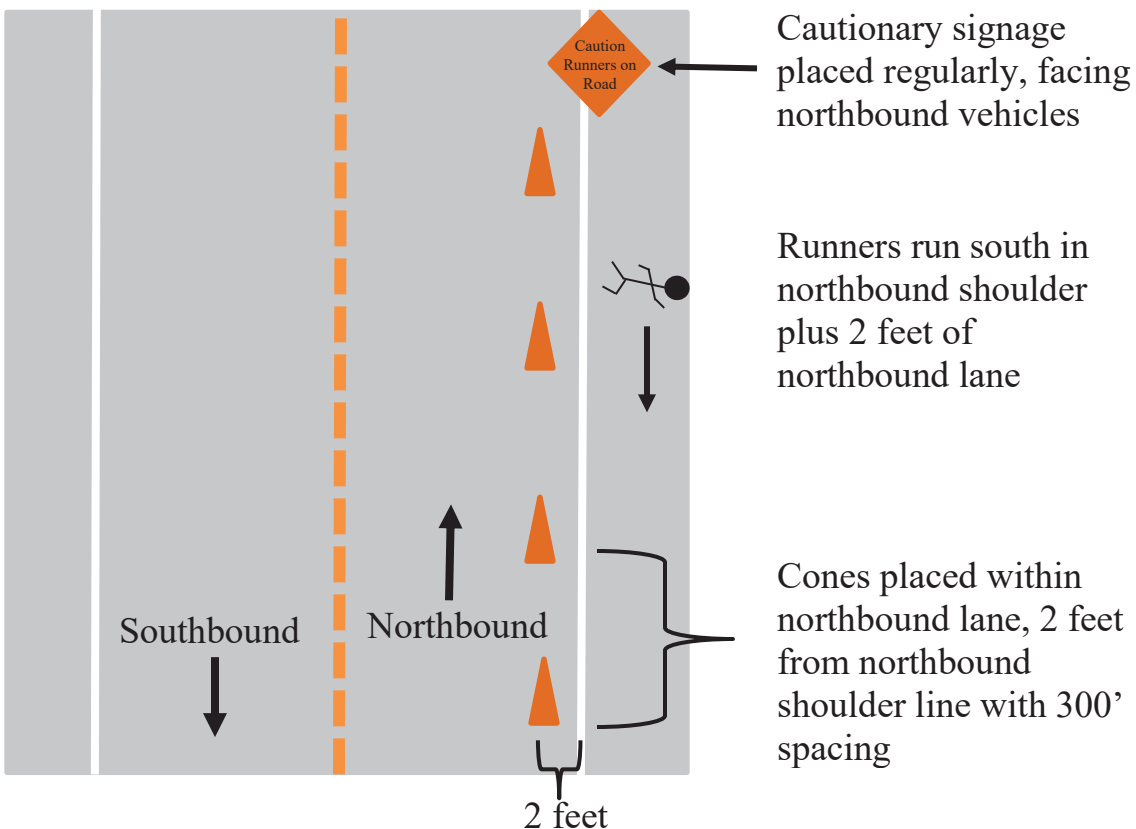
- (1) Highway 75 from milepost 155.1 to milepost 131.1 (Galena to W Sage Rd)
- (2) Wood River Trail from W Sage Rd to Warm Springs Rd
- (3) Warm Springs Rd to Atkinson Park

Traffic control, road usage, and other considerations for each of these three sections will be explained below.

SECTION 1: Highway 75 from milepost 155.1 to milepost 131.1. Participants present on this section from 5:30AM to 2:30 PM.

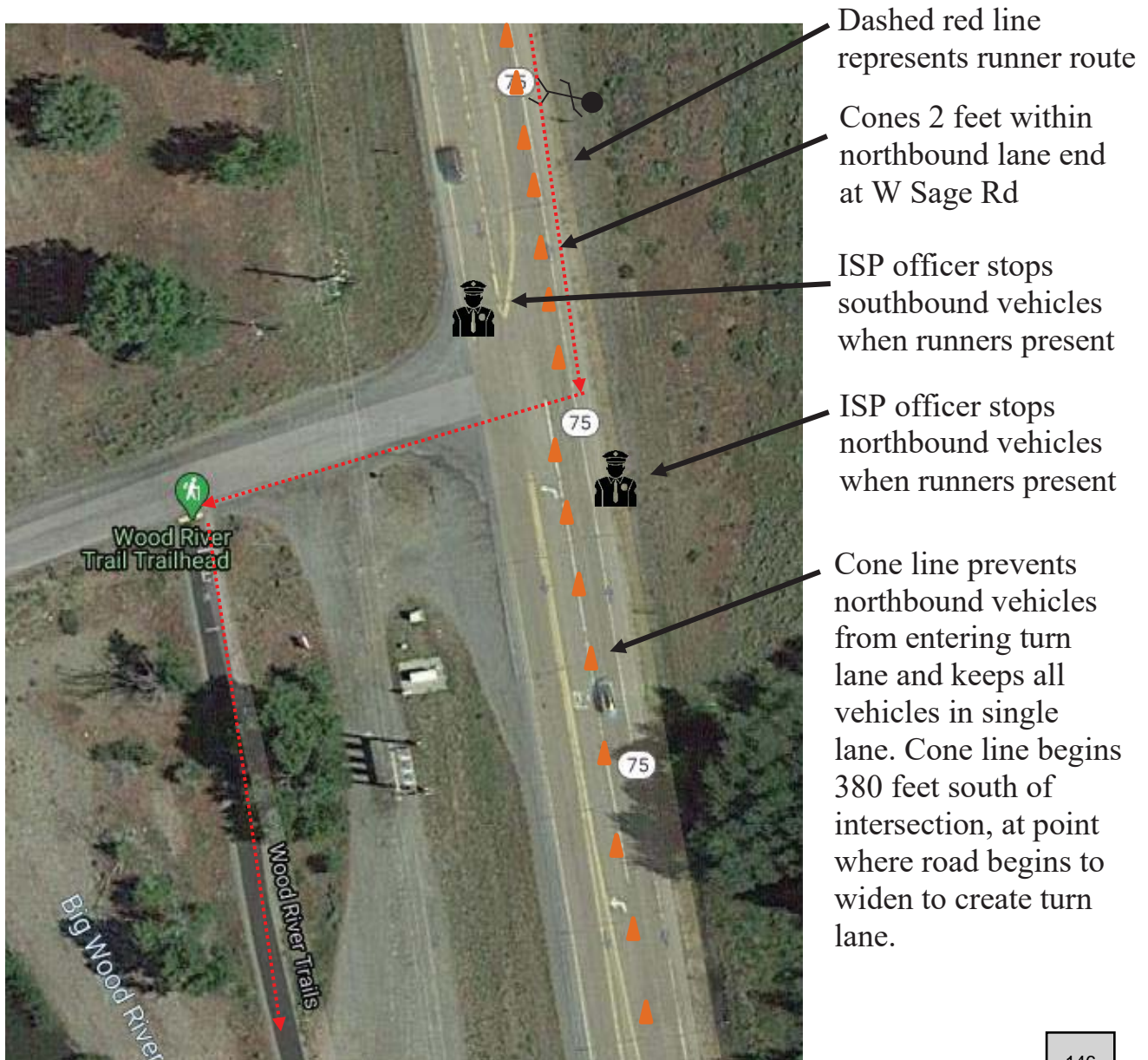
On this section of the course, runners will occupy the shoulder of the northbound lane of Highway 75, plus two feet of the northbound lane. They will thus be running against traffic as they run south down the route.

Traffic cones will be placed within the northbound lane, two feet from the shoulder line for the entire length of this section. Additionally, various cautionary signs will be placed at regular intervals along this section to warn northbound vehicles of the event (i.e. “Caution – Runners on Road”). All signs will adhere to MUTCD guidelines. Exhibit A below offers a graphical representation (not drawn to scale) of the traffic control devices.



Upon reaching milepost 131.1 (W Sage Rd) runners will cross Highway 75 and use W Sage Rd to access the Wood River Trail. Uniformed officers of the Idaho State Police (ISP) will manage the flow of traffic at this intersection. Two ISP officers will be present; one will control northbound vehicle flow and one will control southbound vehicle flow. Runners will always be given preference over vehicles. Any vehicles arriving at the intersection will be stopped by the ISP officers if a runner is in the process of crossing the highway, or close to doing so.

To facilitate the ability of the ISP officers to control traffic flow at this intersection, the northbound turn lane that is normally used to turn onto W Sage Rd will be blocked off and all vehicles will be funneled into a single northbound lane. Northbound vehicles attempting to turn left onto W Sage Rd will still be permitted to do so by the ISP officers, but they will need to do so from the single lane. A line of cones will be used to prevent vehicles from entering the northbound turn lane, beginning at the point at which the road widens to two lanes and stretching all the way to the intersection. Exhibit B below offers a graphical representation of the traffic control at this location.



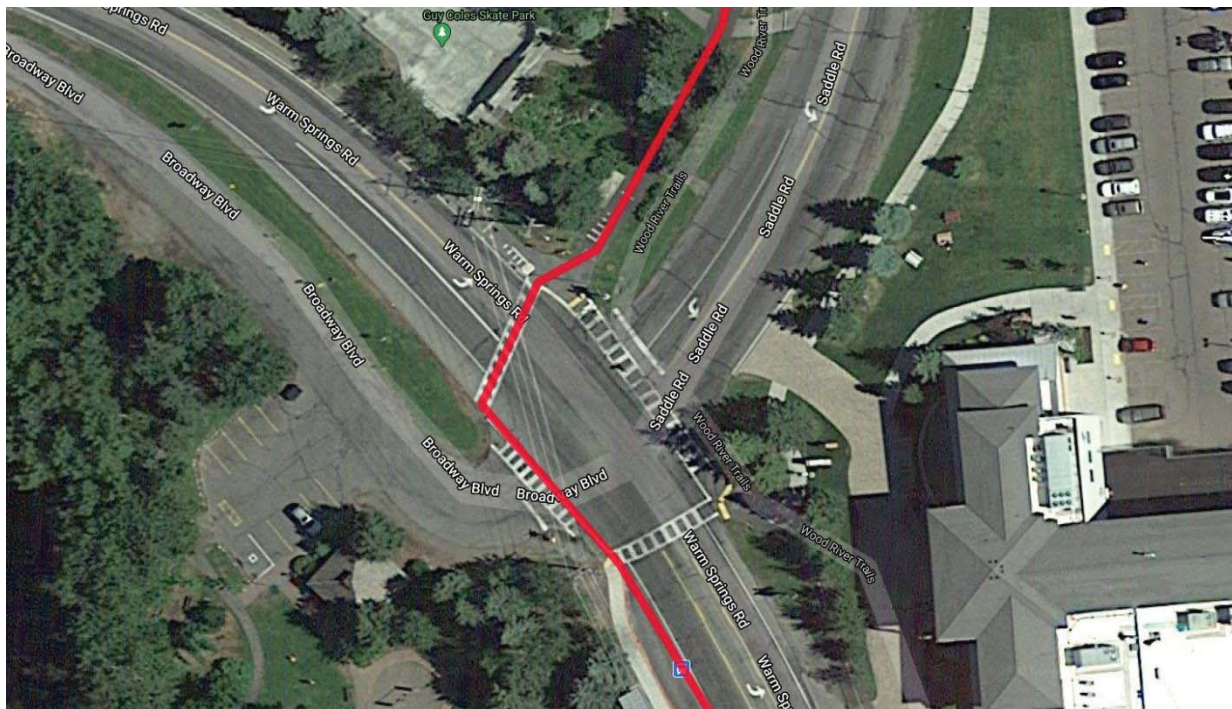
SECTION 2: Wood River Trail from W Sage Rd to Warm Springs Rd. Participants present on this section from 6:31AM to 2:55PM.

On this section of the course runners will use the Wood River Trail. No runners, traffic control devices, or any type of race operations will occur on Highway 75 in this section. Note that we do not request the exclusive use of the pedestrian trail for this event, and we understand that other walkers, runners, and cyclists will be using the trail at the same time.

A number of streets cross the pedestrian trail along this section. All of these crossings will have event signage in place to warn vehicles of runners who may be crossing the route. Additionally, certain intersections will also be staffed by course marshals who will be identified by reflective safety vests and will carry orange safety flags. These course marshals will not have authority to stop vehicles, but they will perform a critical function of warning nearby vehicles of approaching runners and making sure that runners cross the streets safely. Streets that will be staffed by course marshals include: Adams Gulch Rd, Sheep Meadow Ln, Northwood Way, and Red Fox Ln.

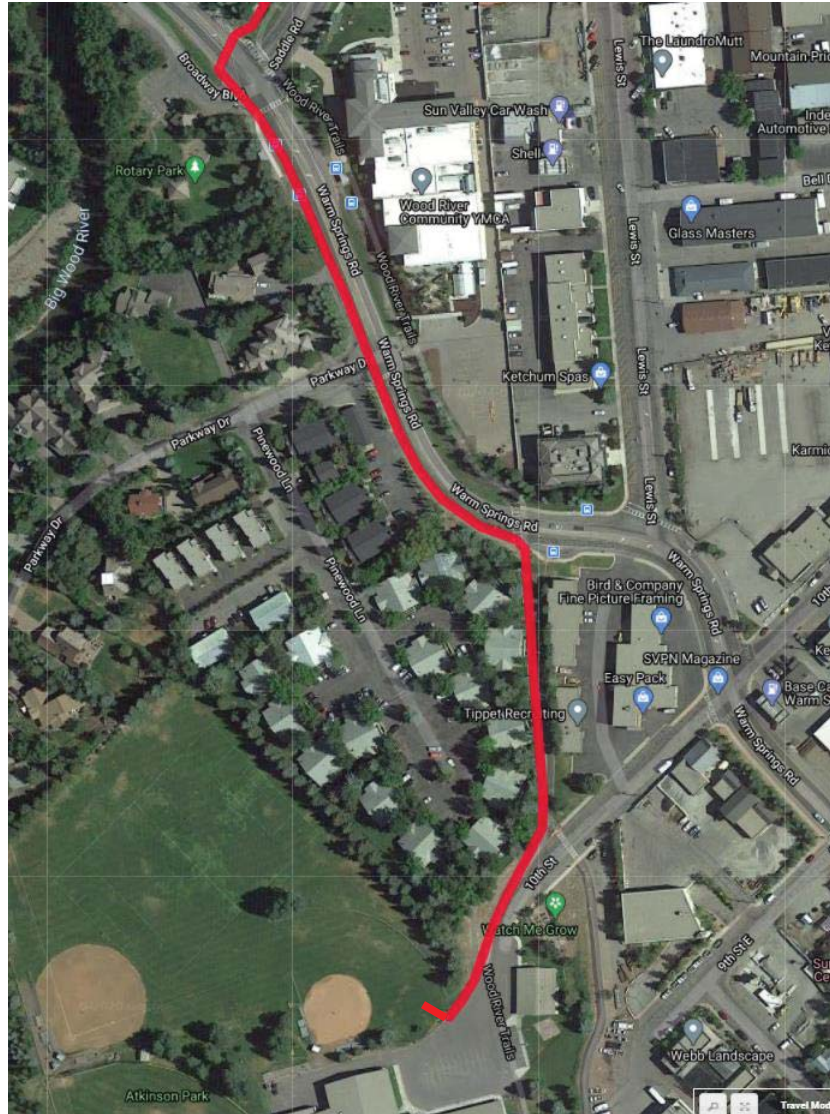
Upon reaching Warm Springs Rd, runners will leave the Wood River Trail and cross Warm Springs Rd under the direction of the Ketchum Police Department (KPD). Other than emergency vehicles, all vehicles traveling on Warm Springs Rd will be stopped by KPD whenever a runner arrives at this crossing. At the request of KPD, the contracted traffic control company that places the cones on Highway 75 may also place cones and other signage at this intersection.

Runners will take the path shown by the red line shown in Exhibit C below as they cross this intersection.



SECTION 3: Warm Springs Rd to Atkinson Park. Participants present on this section from 6:40AM to 3:00PM.

The red line in Exhibit D below represents the route taken by participants as they finish the race:



After crossing Warm Springs Rd, runners will run south on Warm Springs Rd until they once again join the Wood River Trail slightly west of Lewis St. While on Warm Springs Rd, runners will occupy the southbound shoulder only (no portion of the vehicle lane). Cones will be placed along the southbound shoulder line to provide a visual for both runners and vehicles to stay within their respective limits.

At the discretion of KPD, the intersection of Warm Springs Rd and Parkway Dr will be staffed either by KPD or a course marshal. As pedestrians cross this intersection, runners will have the right-of-way as vehicles on Parkway Dr will be required to stop at the stop sign. Other than emergency vehicles, all vehicles must stop and give preference to runners

at this location.

To complete the final stretch of the route runners will turn right off of Warm Springs Rd onto the Wood River Trail. Upon reaching 10th St they curve right to remain on the northwest path that leads the finish line at Atkinson Park.

Aid Stations

11 aid stations will be set up along the route. They are marked by the black boxes with white letters (A-K) on the online map at <https://www.runrevel.com/gmap/1318514>. Each aid station will be located off of the shoulder or trail so that they do not impede vehicles, participants, or the public. An aid station consists of 1 portable restroom, 2 tables (6 feet long) for holding hydration and nutrition supplies, and 1 folding a-frame sign to denote the aid station letter.

A single volunteer will be staffing each aid station. They will wear a mask and gloves and sanitize the portable restrooms after every use. There will be markings at the portable restrooms for 6ft spacing, should more than one participant be at the station at one time. Because the aid station will be self-serve, the volunteer will not interact with the participants. They will be instructed to stay 6ft apart, stand behind the table away from participants, and only replenish the table once participants have passed.

All aid stations will be supplied with adequate single serving/self-serve, individually wrapped items. Select aid stations will be supplied with other amenities such as energy bars and gels. Participants will be encouraged to run with their own nutrition and hydration to cut down on use of aid stations.

Each aid station along the route will be equipped with first aid kits. Volunteers will be instructed concerning the use of these first aid kits. In case of an emergency, the volunteers will call 911.

In case of extreme cold weather, participants will be supplied with gloves and heating blankets to be used before the race and during the race if desired. If at any point a participant is incapable of continuing down the canyon, they may elect to be picked up by race staff.

Finish Line

The first runner will arrive at the finish line at approximately 6:41AM, and the last runner will finish no later than 3:00PM.

The finish venue is located at Atkinson Park's east field, immediately north of the Earnest Hemingway STEAM School. Immediately upon crossing the finish line, participants will be given a face mask and will be required to wear the mask until they have entirely left the event.

Strict social distancing protocols will be in place at the finish venue. Recovery chairs will all be placed at least six feet apart and ground markings will indicate spacing of at least six feet at any location where a line may potentially form (i.e. in front of the results booth, recovery

drink tables, etc.). No spectators will be allowed at the venue. Participants will be encouraged to leave the venue as soon as they are physically capable of doing so. Post-race recovery items including food and beverages will be distributed to runners in pre-packaged kits. No food or beverage preparation will take place at the finish venue.

Six portable restrooms will be available at the venue. Markings will be placed on the ground in front of each restroom to indicate six-foot increments to manage lines. Staff will constantly sanitize the restrooms between uses. Hand washing stations and hand sanitizer stations will be readily available throughout the venue.

Amplified sound will be used at the finish venue between the hours of 6:40AM and 3:00PM. There will be a constant stream of family-friendly popular music playing on one set of speakers, and an announcer's feed will be set up on a separate system. Race Staff will adhere to the proper dBA levels as outlined on page 5 of the City of Ketchum's *Procedures and Guidelines for Special Events*.

Aside from several photo opportunity assets, there will be no festivities, vendor booths, attractions, or anything else that would encourage participants to linger at the finish venue. They will be encouraged to board a shuttle and leave the finish venue as soon as possible. Signage will be placed at regular intervals to instruct and encourage proper social distancing.

The shuttle loading zone will be at the far south end of the parking lot north of the Hemingway School. Coach buses will continuously run between this location and the designated parking area in Sun Valley. The half-capacity staggered seating arrangement outlined previously will be used during the shuttle transportation. Participants waiting in line for the shuttle will line up next to 6-foot markers along the sidewalk on the south and west sidewalks of the parking lot. They will be required to continue wearing their face mask until they exit the shuttle at the parking area.

Exhibit E below provides a layout of the finish venue, with the following legend:

1. Red line represents the race route
2. Finish line and finish arch (16' wide x 16' tall)
3. Runner recovery area. Includes two 10'x20' canopies, not placed together
4. Runner services (food, drinks, medals). Includes two 10'x20' canopies, not placed together
5. Results area. Includes one 10'x10' canopy.
6. Photo op area
7. Drop bag pickup. Includes one 10'x20' canopy.
8. Stand-by ambulance
9. Purple dashed line indicates where line will form to load shuttle bus. Participants will stand on ground markings showing social distance of at least 6 feet.
10. Shuttle pickup / loading spot
11. Blue arrows represent the route taken by the shuttle buses to/from the participant parking area in Sun Valley.

B = Yellow dotted line shows crowd barricade surrounding the final stretch of racecourse
G = 40-yard garbage dumpster. *Note that roughly 2 dozen smaller trash cans will be scattered throughout the venue.

RR = 10-yard recycling dumpster. *Note that roughly 1 dozen smaller recycling cans will be scattered throughout the venue.

SO = Amplified Sound (speakers)

EL = Electricity/Generator

FA = Stand-by EMTs / First Aid

T = Portable toilets (6 total, 1 ADA) each at least 6 ft apart, with social distance markings

HWS = Hand washing sink.

X10 = 10'x10' unwallled canopy

X20 = 10'x20' unwallled canopy

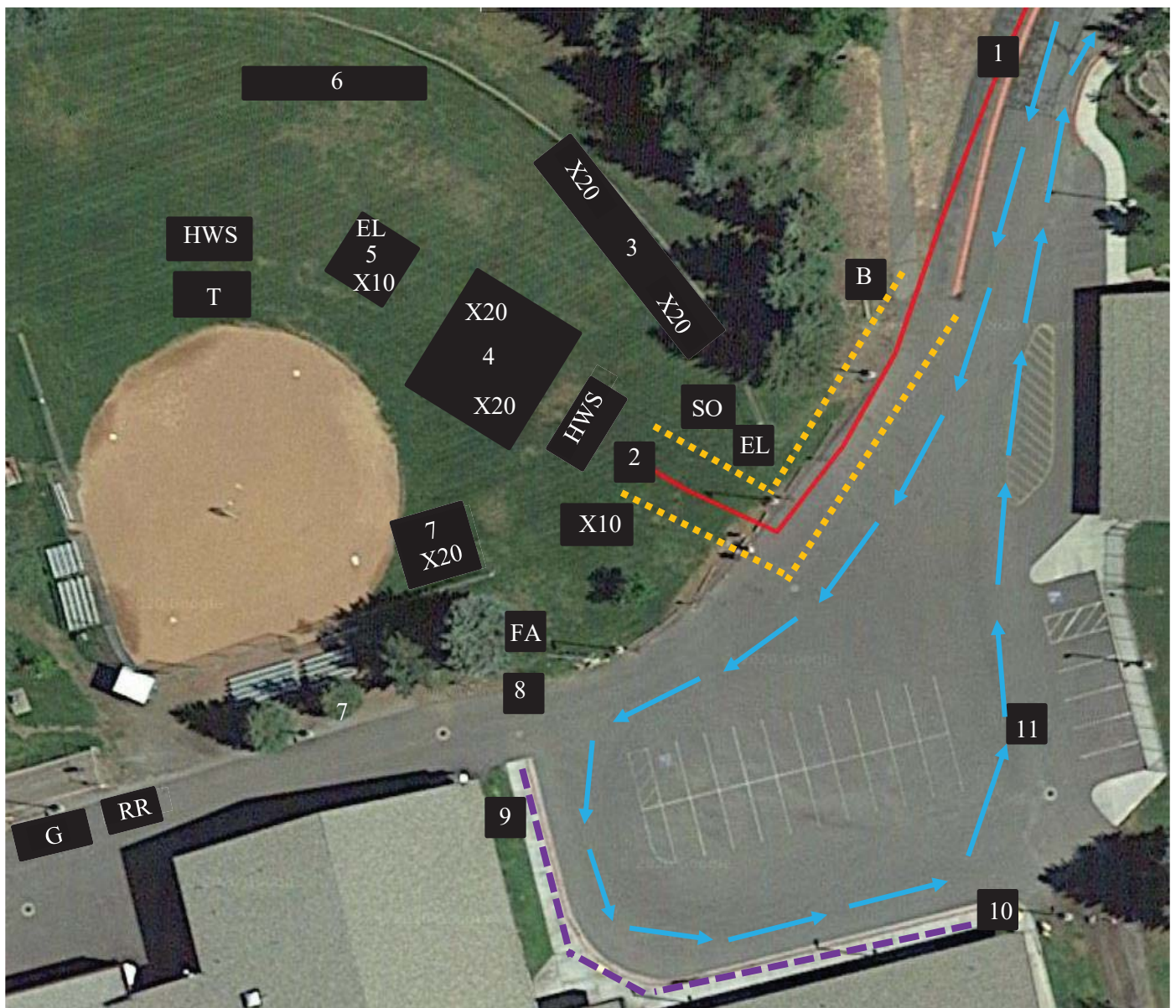


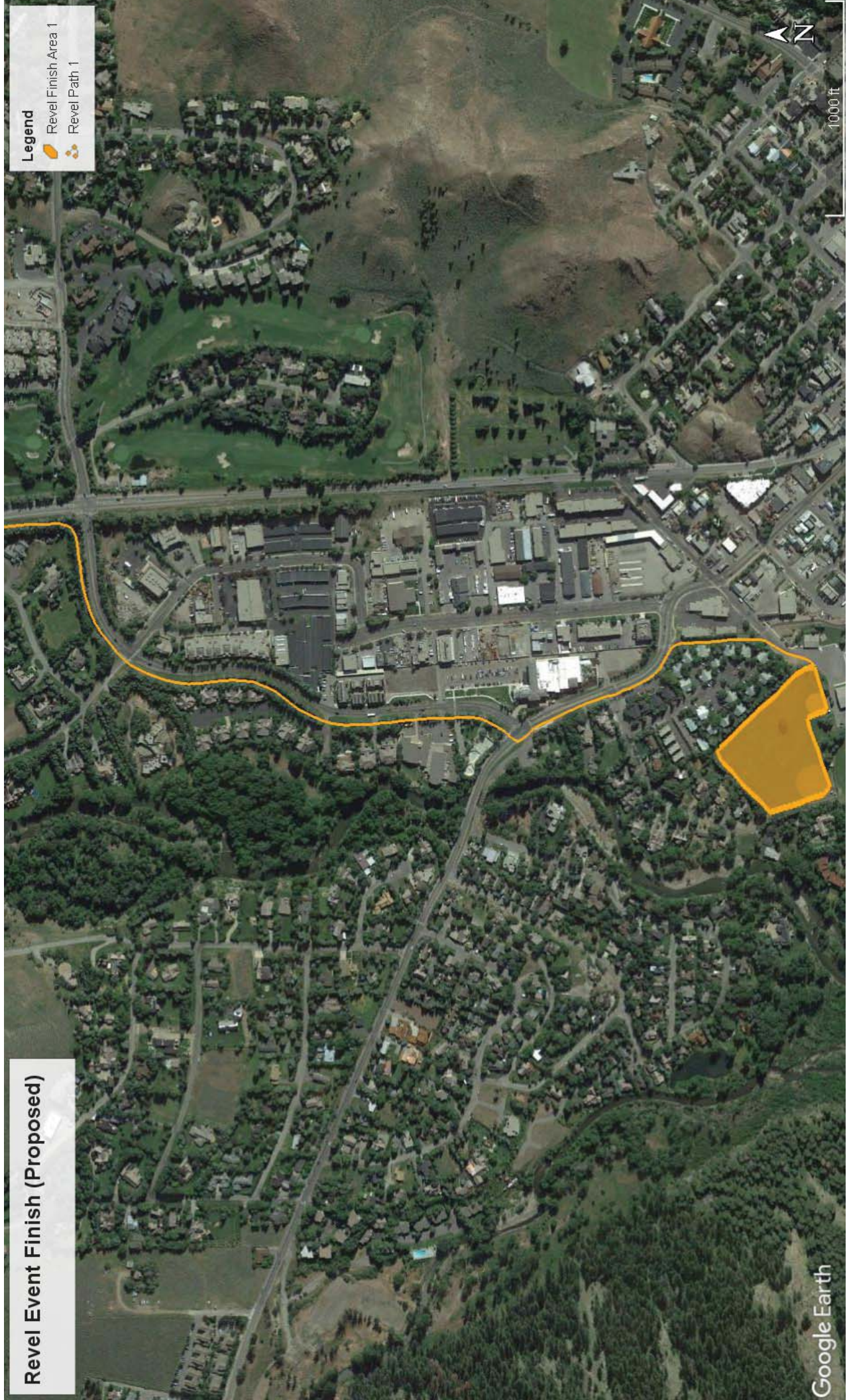
Exhibit F: Race Timetable at Specified Locations

Marathon Mile	Highway 75 Milepost	Approximate Landmark	First Runner Arrives	Last Runner Passes
1	153.6		5:35 AM	8:45 AM
2	152.6	Emma Gulch	5:41 AM	9:00 AM
3	151.6	Galenda Lodge	5:46 AM	9:15 AM
4	150.6	N Cherry Creek Rd / County Rd 216	5:52 AM	9:30 AM
5	149.6		5:57 AM	9:45 AM
6	148.6	King Creek Rd	6:03 AM	10:00 AM
7	147.6		6:08 AM	10:15 AM
8	146.6	Prairie Campground	6:14 AM	10:30 AM
9	145.6	Anderson Creek Rd	6:19 AM	10:45 AM
10	144.6		6:25 AM	11:00 AM
11	143.6	Baker Creek Rd	6:30 AM	11:15 AM
12	142.6	Easley Hot Springs	6:36 AM	11:30 AM
13	141.6		6:41 AM	11:45 AM
14	140.6		5:35 AM	12:00 PM
15	139.6	Dry Canyon	5:41 AM	12:15 PM
16	138.6	Wood River Campground	5:46 AM	12:30 PM
17	137.6		5:52 AM	12:45 PM
18	136.6	North Fork Campground / SNRA Center	5:57 AM	1:00 PM
19	135.6	Polaris Rd	6:03 AM	1:15 PM
20	134.6	Eagle Creek Rd	6:08 AM	1:30 PM
21	133.6	Fox Creek Rd	6:14 AM	1:45 PM
22	132.6		6:19 AM	2:00 PM
23	131.6	Lake Creek Rd	6:25 AM	2:15 PM
24	N/A	On Wood River Trail near Roadside Table	6:30 AM	2:30 PM
25	N/A	On Wood River Trail near Clubhouse Dr	6:36 AM	2:45 PM
26	N/A	Warm Springs Rd & Parkway Dr	6:41 AM	3:00 PM

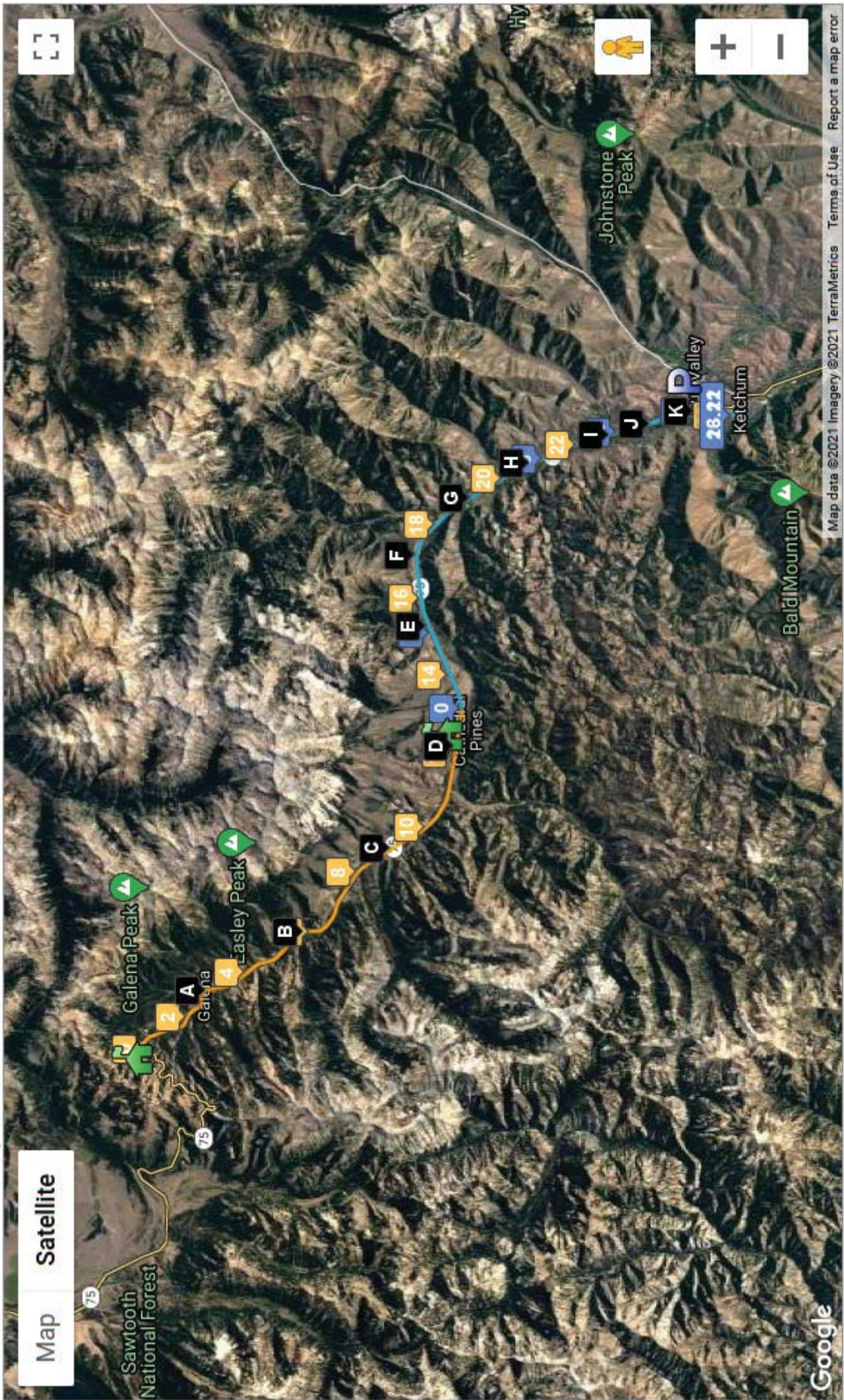
Revel Event Finish (Proposed)

Legend

- Revel Finish Area 1
- Revel Path 1



Google Earth





City of Ketchum

January 19th, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Discussion and Consideration of Funding County-City Sustainability Program Manager

Recommendation and Summary

Staff is requesting feedback on the concept of fifty percent city funding for a County Sustainability Program Manager (*draft job description attached*). Should the Council support the concept, staff would return to the Council with a memorandum of understanding (MOU) with Blaine County which would outline the city's role in the hiring process and input into the position's annual work plan.

The reasons for the request are as follows:

- Many of the city's sustainability initiatives, such as clean energy, will require a valley or regional solution to be effective.
- This position will provide a single coordinator to create implementation plans between all governmental and non-governmental entities.
- Creation of this position would enable better coordination between not only governmental entities within the valley, but non-profits as well.

Introduction and History

Over the last year there have been informal discussions between the County and the cities of Hailey and Ketchum regarding the synergistic value of a position to coordinate key valley sustainability initiatives (e.g. clean energy, solid waste/recycling, water). The original concept was to split the funding equally between the three entities. Currently, the City of Hailey does not have funds to participate but hopes to in future years.

Analysis/Next Steps

Should the Council support this overall concept and associated position, staff would return with an MOU that would outline roles regarding hiring the position, as well as input into the position's annual work plan. Staff has also raised the idea of a steering or advisory committee consisting of both governmental and non-profit organizations who focus on valley sustainability efforts.

Sustainability Impact

Many of the city's goals outlined in the Ketchum Sustainability Plan are valley-wide in nature. This position would help bifurcate regional goals to this new position, and city only goals to city staff.

Financial Impact

Blaine County has developed the draft job description and has estimated total annual costs of \$120,000 based on the following detailed costs:

- Starting salary \$70,000
- Insurance/benefits (35%) \$25-30,000 (depending on selections)
- Startup and on-going program costs \$20,000

The County is proposing to split these costs equally. The City Council allocated \$50,000 in FY21 budget for sustainability related initiatives. To date, \$3,000 was used for professional services to facilitate KSAC efforts. The remaining funds could be used for this position. We are almost four months into the current fiscal year and recruitment for this position will take several additional months, therefore, the full \$60,000 is not needed. Should KSAC identify one-time sustainability projects in the current fiscal year, funds could come from the current CIP fund balance to implement.

Attachment:
DRAFT Job Description

BLAINE COUNTY

206 S 1st Ave, Suite 300, Hailey, Idaho 83333

Job Announcement

Job Title:	Sustainability Program Manager
Department:	Sustainability
Reports To:	County Administrator
FLSA Status:	Full-Time / Exempt
Salary:	Starting at \$70,000 annually plus benefits, DOE

Blaine County Sustainability Program Mission Statement:

Lead Blaine County's regional sustainability efforts to support the mission of reducing the region's carbon footprint and proactively addressing climate-related impacts and sustainability measures.

General Statement of Duties:

The Blaine County Sustainability Program Manager will provide direct service to Blaine County and its cities serving as coordinator to streamline local governmental sustainability action. The Sustainability Program Manager will be a subject matter expert in sustainability responsible for leading the County's regional sustainability efforts among the County's five incorporated cities of Sun Valley, Ketchum, Hailey, Bellevue and Carey.

Primary Job Responsibilities:

- Provides outstanding customer service to all customers, at all times.
- Coordinates the establishment of countywide sustainability goals and develops collaborative efforts and project plans to achieve the goals.
- Leads the development and implementation of a regional Climate Action Plan (CAP).
- Responsible for embedding CAP action items into Blaine County's and each individual jurisdiction's Capital Improvement Plans, Comprehensive plans, the Regional Transportation Plan and other relevant planning documents.
- Coordinates a regular, bi-annual Greenhouse Gas (GHG) inventory of the Wood River Valley based on the ICLEI (Local Governments for Sustainability) protocol.
- Facilitates with Blaine County and the cities to benchmark energy, water, and waste data and report on performance.
- Engages with residents and business owners to inspire and generate excitement to promote community and social resiliency and sustainability initiatives.
- Facilitates and manages large public processes to gather input and garner community support and engagement.
- Responsible for drafting model ordinances designed to help achieve the countywide sustainability goals for consideration and adaptation by Blaine County and the cities.

BLAINE COUNTY

206 S 1st Ave, Suite 300, Hailey, Idaho 83333

- Coordinates and facilitates sustainability program meeting and efforts.
- Serves as subject matter expert to coordinate sustainability efforts between Blaine County and the cities.
- Partners with Blaine County Outreach and Education Coordinator to communicate sustainability goals and progress to the community.
- Provides advice and guidance to elected and appointed officials regarding sustainability projects and issues.
- Responsible for attending trainings, conferences, and seminars and conducting self-study to stay informed on emerging sustainability trends, technology and best practices.
- Regularly monitors, prepares reports, and provides updates to Blaine County Board of Commissioners and the city councils regarding progress towards sustainability goals.
- Researches and identifies alternate funding opportunities to support sustainability goals, including grant opportunities and partnerships.
- Ensure development and implementation of accurate and efficient implementation plans for achieving sustainability goals.
- Builds and maintains respectful, positive working relationships with elected and appointed officials, Blaine County and city staff, outside agencies, and the public using excellent customer service principles.
- Performs other duties as assigned.

Job Specifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job responsibilities.

Education and Work Experience:

- A Bachelor's Degree in planning, environmental science, sustainable business, public administration or another related field is required;
- A Master's Degree in a related field is preferred;
- A minimum of five (5) years' relevant professional work experience in the environmental, planning, or regulatory industry; or
- A combination of education and work experience that provides the necessary knowledge, skills and abilities to perform the essential job responsibilities.

Language Skills:

- Must have the ability to communicate by understanding and speaking the English language; read, analyze, and interpret general business periodicals, professional journals, technical procedures and government regulations; write reports and business correspondence, effectively present information, and respond to questions from elected officials, partner stakeholders, and the general public.

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206 S 1st Ave, Suite 300, Hailey, Idaho 83333

Mathematical Skills:

- Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry; apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

- Ability to solve practical problems and deal with a variety of situational variables where only limited standardization exists; interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Other Knowledge, Skills, and Abilities:

- Must possess extensive knowledge and experience in a broad range of topics related to sustainability program management.
- Experience with planning, policy development, and implementation of organizational preparedness for sustainability as a part of larger resiliency efforts.
- Must possess excellent time management skills.
- Must possess excellent public speaking, presentation and communication skills.
- Ability to communicate technical information in a clear and concise manner.
- Ability to multitask and prioritize projects in a fast-paced environment with multiple interruptions.
- Experience in preparing written technical and business documents and conducting critical and analytical thinking and problem solving.
- Ability to prepare and deliver presentations and written reports to include recommendations to a variety of audiences.
- Must possess a high level of self-motivation and initiative.
- Ability to develop productive working relationships.
- Must possess excellent leadership and collaboration skills.
- Ability to work as part of a team as well as independently with minimal supervision.
- Must be able to pass a criminal history background check.
- Must possess a valid Idaho Driver's License.

Essential Physical Abilities:

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to stand, walk, sit, and drive; use hands to finger, handle, or feel; reach with hands and arms; talk and hear. The employee occasionally is required to climb, balance and stoop, kneel, crouch, or crawl and must frequently lift and/or carry up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

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Working Environment

- Work is performed in an office environment where the physical demands require sitting for extended periods of time; frequent use of computers and standard office equipment; travel between work locations will be required; may work under stress of deadlines.

Equal Opportunity Employer:

Blaine County is an Equal Opportunity Employer (EOE). Qualified applicants are considered for employment without regard to age, race, color, religion, sex, national origin, sexual orientation, disability, or veteran status.

This job announcement indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required. Employee may be asked to perform other duties as required.

Application packets will be accepted until the position is filled.

To apply, submit a resume and completed application through the Blaine County website at

<https://www.co.blaine.id.us/243/Human-Resources>.



City of Ketchum

January 19th, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing and approve the 1st reading of Ordinance 1217 adopting the 2018 International Code Council (ICC) Family of Codes and local amendments: International Building, Residential, Energy Conservation, Swimming Pool and Spa, Existing Building, and Property Maintenance Codes

Recommendation and Summary

Staff recommends holding a public hearing, considering public input, and approving the first reading of Ordinance 1217.

The State of Idaho has adopted the 2018 International Code Council (ICC) codes, with amendments, with an effective date of January 1, 2021. All cities and counties in the state are required to follow suit. Currently, Ketchum is governed by the 2012 ICC codes as the 2012 codes were previously the most current codes adopted by the state.

The attached Ordinance 1217 includes Ketchum's proposed local amendments to the building and fire codes. Planning staff worked closely with the Building Official Jim Lynch, Fire Chief Bill McLaughlin, former Assistant Chief Tom Ancona and current Assistant Chief Seth Martin to draft the local amendments. Staff also participated in the Wood River Code Collaborative effort over the course of 2020 to discuss aligning local code amendments, to the extent feasible, with the other local cities and Blaine County.

The majority of the local amendments included in the proposed ordinance are existing local amendments that have been carried forward. However, several new local amendments related to fire risk and safety associated with wildland fires are included as a new Appendix O, "Fire Protection characteristics" to the Fire Code. These amendments are highlighted in yellow in Exhibit B to the ordinance for Council's consideration.

Lastly and of note – Ketchum is adopting the 2018 Energy Conservation Code for Commercial buildings and retaining Ketchum's Green Building Code, Chapter 15.20 of Title 15 that applies to residential construction. This is because Ketchum's Green Building Code was initially adopted as a supplement to the ICC codes rather than as an amendment to the ICC codes. The Green Building Code includes higher standards for residential construction and the residential portions of mixed-use buildings and has been in place since 2015. The Green Building Code has a higher standard for residential construction than the standards contained in the 2018 Energy Conservation Code, however the Energy Conservation Code contains a higher standard for commercial development than Ketchum's current codes.

Public Comment

To date (01/13/21) no public comment has been received. Per state code requirements, notice of this public hearing was mailed to a wider audience including the local chapter of the American Institute of Architects (AIA) and the Wood River Building Contractors Association.

Recommended motion

"I move to approve the third reading of Ordinance 1217 by title only:

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15, BUILDINGS AND CONSTRUCTION, REPEALING CHAPTER 15.04, BUILDING CODES; ADOPTING A NEW CHAPTER 15.04, BUILDING CODES; REPEALING CHAPTER 15.08, FIRE CODES; ADOPTING A NEW CHAPTER 15.08, FIRE CODES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE."

Financial Impact

None at this time.

Attachments:

- A. Draft Ordinance 1217
 - a. Exhibit A: Amendments to Section 17.08.020, Terms Defined
 - b. Exhibit B: Chapter 17.88, Article 1, Flood Damage Prevention
 - c. Exhibit C: Publication summary

ORDINANCE NO. 1217

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15, BUILDINGS AND CONSTRUCTION, REPEALING CHAPTER 15.04, BUILDING CODES; ADOPTING A NEW CHAPTER 15.04, BUILDING CODES; REPEALING CHAPTER 15.08, FIRE CODES; ADOPTING A NEW CHAPTER 15.08, FIRE CODES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum, pursuant to Idaho Code §39-4116(2) and as a local government that issues building permits and performs building code enforcement activities, shall adopt the following codes as published by the International Code Council and amended by the Idaho building code board through the negotiated rule making process:

- (a) International Building Code, including all rules promulgated by the board to provide equivalency with the provisions of the Americans with disabilities act accessibility guidelines and the federal fair housing act accessibility guidelines;
- (b) International Residential Code, parts I-III and IX, including appendix F, Radon Controls;
- (c) International Energy Conservation Code, as amended by the Idaho Building Code Board;
- (d) International Swimming Pool and Spa Code;
- (e) International Existing Building Code; and
- (f) and the International Property Maintenance Code.

WHEREAS, the City of Ketchum, pursuant to Idaho Code §39-4116(4), may amend the adopted codes or provisions of the above referenced codes to reflect local concerns, if such amendments establish at least an equivalent level of protection. §39-4116(4)(e), Local jurisdictions may amend the remainder of Part III of the International Residential Code if they find that good cause for building or life safety exists for such an amendment to such codes and that such amendment is reasonably necessary;

WHEREAS, the City of Ketchum, pursuant to Idaho Code §31-714 “. . . may pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by the laws of the state of Idaho, and such as are necessary or proper to provide for the safety, promote the health and prosperity, peace and good order, comfort and convenience of the county and the inhabitants thereof, and for the protection of property therein...”

WHEREAS, areas of the City of Ketchum require higher roof snow load standards due to elevation, topography and climate and will require construction in accordance with the 2018 International Building Code and snow loads established in part based on “Ground and Roof Snow Loads for Idaho” by Ronald L. Sack and Azim Sheikh-Taheri, © 1986 by the Department of Civil Engineering, University of Idaho, Moscow, Idaho 83843;

WHEREAS, while the City of Ketchum supports the salvage of existing structures for building material conservation as well as relocated residences, it is appropriate to require that moved residential and commercial structures meet the same energy conservation, structural, life safety and other code requirements as new structures;

WHEREAS, buildings use the most energy of any sector in the US - more than the transportation sector - therefore; it makes sense to curtail impact where they are greatest;

WHEREAS, Ketchum's climate requires significant amounts of energy to heat during the winter months, which translates to higher energy costs and provides an opportunity to substantially increase efficiencies and savings;

WHEREAS, the average life span of a building is 75 years and during this time the status of energy prices and availability could change, especially considering the potential impacts of climate change and future policies aimed at curtailing emissions associated with climate change; and

WHEREAS, the City Council, having reviewed the proposed subdivision code amendments, held public hearings on January 19th, 2021, February 1st, 2021, and February 16th, 2021, and _____.

WHEREAS, the City Council, having considered submitted comments and testimony from the public, having determined that it is in the best interests of the public to adopt the proposed amendments to Title 15, Buildings and Construction:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM

Section 1. AMENDMENTS TO TITLE 15, BUILDINGS AND CONSTRUCTION, CHAPTER 15.04, BUILDING CODES. That Title 15 of the Ketchum Municipal Code is amended by repealing Chapter 15.04, Building Codes, in its entirety and replacing it with a new Chapter 15.04, Building Codes, as attached and incorporated as Exhibit A to this Ordinance.

Section 2. AMENDMENTS TO TITLE 15, BUILDINGS AND CONSTRUCTION, CHAPTER 15.08, FIRE CODES. That Title 15 of the Ketchum Municipal Code is amended by repealing Chapter 15.08, Fire Codes, in its entirety and replacing it with a new Chapter 15.08, Fire Codes, as attached and incorporated as Exhibit B to this Ordinance.

Section 3. SAVINGS AND SEVERABILITY CLAUSE. If any section, paragraph, sentence or provision hereof of the application to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 4. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 5. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit C, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this _____ day of _____, 2021.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this _____ day of _____, 2021.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Katrin Sharp, Deputy City Clerk

EXHIBIT A

15.04.010: CODES ADOPTED:

Pursuant to Idaho Code section 39-4116(1), the following codes published by the International Code Council are adopted by reference:

- A. The International Building Code (“IBC”), 2018 edition, as amended by the Idaho Building Code Board and including new Appendix O;
- B. The International Residential Code (“IRC”), 2018 edition, as amended by the Idaho Building Code Board, parts I-III and IX, including appendix F, radon control methods;
- C. The International Energy Conservation Code (“IECC”), 2018 edition, as amended by the Idaho Building Code Board;
- D. The International Swimming Pool and Spa Code (“ISPSC”), 2018 edition;
- E. The International Existing Building Code, 2018 edition, as amended by the Idaho Building Code Board; and
- F. The International Property Maintenance Code, 20128 edition.

15.04.020: AMENDMENTS:

Pursuant to Idaho Code section 39-4116(4), the following codes adopted pursuant to section 15.08.010 of this chapter or provisions thereof are added to, amended, altered and/or modified as follows:

A. Amendments to The International Building Code:

1. Section 101.1 Title. Insert: [City of Ketchum, Idaho]

2. Section 101.4 Referenced codes.

a. Delete **Section 101.4.3 Plumbing.** and replace to read as follows: **Section 101.4.3 Plumbing.** The provisions of the Idaho State Plumbing Code (ISPC) as adopted and incorporated by reference with amendments as prescribed by the Idaho Plumbing Board shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The number of required plumbing fixtures shall be determined by using IBC Table 2902.1 and as per the International Plumbing Code as referenced in the table.

b. Add **Section 101.4.8 Electrical.** The provisions of the latest edition of the National Electrical Code (NEC), as approved by the Standards Council, and as amended and approved by the Idaho Electrical Board shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

3. Section 105 Permits

a. ~~Add Section 105.1.6 Demolition Permits. Demolition Permits: The IRC is amended to add the following section R105.1.3 and the IBC is amended to add the following 105.1.3:~~

- 1) General Requirements. See Chapter 15.16, Demolition of Structures, of Ketchum Municipal Code.
- 2) An application for a demolition permit shall be deemed to be abandoned 180 days after the date of filing, unless such demolition has been completed.
- 3) A demolition permit shall be deemed invalid unless the demolition is commenced within 180 days after the permit is issued, or if the demolition on the site is suspended or abandoned for a period of 180 days after the time the work is commenced.

b. **Amend Section 105.3 Application for permit.** Add the following language prior to the existing text:

Required Permits: Required building permit applications shall be made on forms furnished by the City of Ketchum, and approval shall be in accordance with all requirements of the IBC, as amended by the Idaho Building Code Board, and this code.

c. **Delete Section 105.5 Expiration.** and replace with the following:

Section 105.5 Expiration

1. Expiration of Building Permits. Except as otherwise provided herein, every permit issued under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within one hundred eighty days (180) after its issuance, unless the permittee extends the building permit as provided in this section. A permit is considered null and void if no inspections have been completed by the building official or requested by the permittee for a period of one hundred eighty (180) days.
2. Extension of Building Permit. A permit may be extended for a period not to exceed one hundred eighty (180) days by an application for extension filed with the planning and building department. A permit issued under the provisions of this code may be granted a maximum of four (4) extensions but in no case may the total number of extensions exceed 180 days.
3. Maximum Project Duration. Under no circumstances may any project exceed 1095 days, or three (3) years, of construction activity from the date the building permit was issued. After 1095 days, or three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees.

4. Section 109 Fees

a. **Section 109.1 Payment of Fees.** Add the following language at the end of **Section 109.1:**
 ...Fees shall be those established by the City of Ketchum.

b. **Section 109.6 Refunds.** Is deleted in its entirety and replaced as follows:

The building official is authorized to establish a refund policy but shall not authorize the refunding of more than eighty percent (80%) of the permit fee or the various plan review fees. The applicant for a building permit must request a refund in writing on or before the one-year anniversary of the date the application for a permit was completed.

5. Section 113 Board of Appeals

Section 113 shall be amended by the addition of a new section 113.3.1, as follows:

Section 112.3.1 Board Membership. The mayor and the Ketchum city council will appoint a three (3) person board to stand as the board of appeals, as needed, with membership to be selected from, but not limited to, the following list of professionals in the various fields of expertise in the building industry:

A Blaine County, Idaho building official;

The city of Ketchum fire chief;

Registered design professional or a builder or superintendent of building with at least ten years' experience, five of which shall have been in responsible charge of work;

Registered design professional with fire protection engineering experience or fire protection contractor with ten years' experience, five of which shall have been in responsible charge of work;

Registered design professional with mechanical and plumbing engineering experience or a mechanical contractor with at least ten years' experience, five of which shall have been in responsible charge of work;

A licensed Idaho architect; and

A licensed Idaho structural engineer.

6. **Section 114.1 Unlawful Acts.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish, or occupy any building, structure or equipment regulated by this code or permits authorizing work, or cause same to be done, in conflict with or in violation of any of the provisions of this code, local amendments, and all permits granting work to occur.
7. **Section 115.1 Stop Work Order Authority.** Where the building official finds any work regulated by this code or entitlement permits, being performed in a manner either contrary to the provisions of this code or entitlement permits or dangerous or unsafe, the building official is authorized to issue a stop work order.
8. **Section 117 Indemnity.** Every person, firm or corporation to whom permission has been granted under the terms of this code and the general ordinances to utilize public property for the demolition work or the moving of any building, structure or utility, shall at all times assume full responsibility for such demolition or moving. Such permission shall be further conditioned for the use of public property to at all times release, hold harmless and indemnify the city of Ketchum and all of its agents and employees from any and all responsibility, liability, loss or damage resulting to any persons or property or caused by or incidental to the demolition or moving work.
9. **Section 118 Insurance.** Any person, firm or corporation, demolishing or moving any building, structure or utility, shall deposit with the building official a certificate of insurance showing the city of Ketchum as a named insured on the insurance policy. The certificate of insurance shall evidence that the liability insurance policy covers the policy holder and the city of Ketchum as a named insured. Such insurance shall be valid at all times during demolition or moving operations. Said liability insurance coverage shall be in the amount of at least \$1,000,000 for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. The purpose of the insurance required herein is specified in section 3601 of this chapter.
10. **Section 119 Damage To Public Property.** As a condition of obtaining a permit to wreck, remove or move any building, structure or utility, the permittee assumes liability for any damage to public property occasioned by such moving, demolition or removal operations.

11. **Section 202** is amended by adding the following definitions:

- a. **Commencement Of Work.** Any excavation including the removal of top soil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit.
- b. **Height of building.** Shall be deleted in its entirety and replaced with the definition of building height contained in Title 17, Chapter 17.08 of the Ketchum municipal code, as amended.

12. **Section 1405 Combustible Materials on the Exterior Side of Exterior Walls** is amended as follows:

Section 1405.1 is amended as follows by adding the following sentence: All materials within 12” vertical of finished grade shall be 1 hour rated, non-combustible, or covered with minimum 28 gauge flashing. The area 12” horizontal from the base of a wall shall be finished in a way to prevent any vegetation growing, and for vegetative debris to be easily removed.

13. **Section 1505 Fire Classification**

- a. **Section 1505.1** is amended as follows: 1505.2 Class A Roofing Required. Class A roof assemblies with no wood products in the roof covering are required on all new buildings. Class A roof assemblies with no wood products in roof covering are required for all re-roofs over 3,000 square feet of roof area. Class A is not required when less than twenty-five (25) percent of the roof area is being repaired and additional areas are not subsequently repaired within five (5) years. Additions to buildings over 1,000 square feet of roof area require that the roof of the entire building be upgraded to a class A roof assembly with no wood products in the roof covering.
- b. **Section 1505 Fire Classification** is amended by addition of a new subsection **1509. Roofs, Underfloor Protection, Gutters, Downspouts.**

1505.9 Roof Coverings. Any alteration, addition or repair of twenty-five percent (25%) or more of a roof surface or any new construction shall construct the entire roof in compliance with this section 1505.9. If an alteration, addition or repair of an existing roof involves less than twenty percent (25%) of a roof, only that alteration, addition or repair shall conform to the requirements of this section 1505.9 without the existing structure complying with all of requirements of this section 1505.9. Roofs shall have at least a class C roof assembly, as defined by the most currently adopted version of IBC, or an approved noncombustible roof covering. Cedar shake and all wood-based roof coverings are prohibited, even if such roof coverings are classified as a class C roof assembly. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers, or have on layer of seventy two (72) pound (32.4 kg) mineral surfaced, nonperforated cap sheet complying with ASTM 3909 installed over the combustible decking.

1505.9.1 Roof Valleys. Where provided, valley flashings shall be not less than 0.019 inch (0.44 mm) (no. 26 galvanized sheet gage) corrosion resistant metal installed over a minimum thirty six inch (36") wide (914 mm) underlayment consisting of one layer of seventy two (72) pound (32.4 kg) mineral surfaced, nonperforated cap sheet complying with ASTM D 3909 running the full length of the valley.

1505.9.2 Unenclosed Underfloor Protection. Buildings or structures shall have all underfloor areas enclosed to the ground with exterior walls. Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior one hour fire resistance rated construction or heavy timber construction.

1505.9.3 Gutters And Downspouts. Gutters and downspouts shall be constructed of noncombustible material. Gutters shall be provided with an approved means to prevent the accumulation of leaves and debris in the gutter.

14. **Section 1507 Requirements for Roof Coverings**

- a. **Section 1507.8 Wood Shingles** is repealed in its entirety.
- b. **Section 1507.9 Wood Shakes** is repealed in its entirety.

15. **Section 1511.1.1** is added as follows:

1511.1.1 Reroof Requirements. When a structure is being reroofed it is required to have a class A roof covering or assembly containing no wood products. Class A or the highest rated covering that matches existing covering is required when less than twenty-five (25) percent of the roof area is being repaired and additional areas are not subsequently repaired within five (5) years.

16. **Section 1513** is added:

1513 Snow Retention Devices. These devices are permanently attached to the roofing assembly and shall be placed on the roof above, including but not limited to, skylights, sun rooms, greenhouses, and pedestrian areas, to limit the potential for sliding snow or ice onto pedestrian areas below said roof areas for all occupancies. Minimum design shall be equal to the design roof snow load of 100 pounds per square foot.

17. **Section 1605.2** is amended as follows:

$f_2 = 0.7$ for roof configurations (such as saw tooth) that do not shed snow off the structure, and 0.35 for other roof configurations.

18. **Section 1605.3.1 Basic load combinations** Exception 2 is amended as follows:

2. Flat roof snow loads of 30 psf (1.44kN/m²) or less and roof live loads of 30 psf or less need not be combined with seismic loads. Where flat roof snow loads exceed 30 psf (1.44kN/m²), 35 percent (35%) of the flat roof snow load shall be combined with seismic loads.

19. **Section 1605.3.2 Alternative basic load combinations** Exception 2 is amended as follows:

2. Flat roof snow loads of 30 psf (1.44kN/m²) or less and roof live loads of 30 psf or less need not be combined with seismic loads. Where flat roof snow loads exceed 30 psf (1.44kN/m²), 35 percent (35%) of the flat roof snow load shall be combined with seismic loads.

20. **Section 1607 Live Loads** is amended as follows:

Table 1607.1, Row 5, Balconies and decks shall be amended to show a one hundred (100) pound snow load for all balconies and decks regardless of occupancy or size.

21. **Section 1608.2** is amended as follows:

The ground snow loads to be used in determining the design snow loads for roofs p_g , for Ketchum is determined to be site specific (CS) and shall be taken as 120 psf.

22. **Section 1608.5 Flat Roof Snow Loads**

The snow load, p_f in lb/ft^2 , on a roof with a slope equal to or less than 5° shall be the greater of 100 psf or the value calculated using the following formula:

$$p_f = 0.7 C_e C_i I_p g$$

23. Section 1612.3 Insert: [City of Ketchum, Idaho] [date??]

24. **Section 1613 Earthquake Loads** is amended as follows:

Section 1613.4 Effective Seismic Weight. is added to read: The effective seismic weight in section 12.7.2 and section 12.14.8.1 of ASCE7-16 shall be amended as follows:

4. For all roofs regardless of roof slope 35% of the uniform design snow load shall be included in the effective seismic weight (W).

25. **Appendix O.**

Appendix O is added as follows:

Radon Control Methods

Section O101 Scope

O101.1 General. The requirements of the 2018 International Residential Code Appendix F: Radon Control Methods shall apply to all new construction that includes residential and institutional occupancies (R1, R2, R3, R4, I1, I2, I3, and I4). A change of use or occupancy of an existing building that includes residential and institutional occupancies shall meet the requirements of this appendix for radon control.

Exception: Radon mitigation measures are not required if the owner can demonstrate that the proposed design is not likely to produce unacceptable levels of radon gas in sleeping areas. A report showing an approved test was conducted in a representative sleeping area on the lowest residential floor shall be submitted to the building department prior to a certificate of occupancy being issued for the project.

B. Amendments to the International Residential Code

1. **Section R101.1** Insert: [City of Ketchum, Idaho]

2. **Section R105 Permits**

a. Add **Section R105.1.6 Demolition Permits.**

1. General Requirements. See Chapter 15.16, Demolition of Structures, of Ketchum Municipal Code.

2. An application for a demolition permit shall be deemed to be abandoned 180 days after the date of filing, unless such demolition has been completed.
3. A demolition permit shall be deemed invalid unless the demolition is commenced within 180 days after the permit is issued, or if the demolition on the site is suspended or abandoned for a period of 180 days after the time the work is commenced.

b. Section R105.5 is amended as follows:

1. **Expiration of Building Permits.** Except as otherwise provided herein, every permit issued under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within one hundred eighty days (180) after its issuance, unless the permittee extends the building permit as provided in this section. A permit is considered null and void if no inspections have been completed by the building official or requested by the permittee for a period of one hundred eighty (180) days.
2. **Extension of Building Permit.** A permit may be extended for a period not to exceed one hundred eighty (180) days by an application for extension filed with the planning and building department. A permit issued under the provisions of this code may be granted a maximum of four (4) extensions but in no case may the total number of extensions exceed 180 days.
3. **Maximum Project Duration.** Under no circumstances may any project exceed 1095 days, or three (3) years, of construction activity from the date the building permit was issued. After 1095 days, or three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees.

3. Section R108.2 is amended to read:

R108.2 Schedule Of Permit Fees.

On buildings, structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by resolution of the city of Ketchum.

4. Section R112 Board of Appeals

Section R112 shall be amended by the addition of a new section 112.3.1, as follows:

Section R112.3.1 Board Membership. The mayor and the Ketchum city council will appoint a three (3) person board to stand as the board of appeals, as needed, with membership to be selected from, but not limited to, the following list of professionals in the various fields of expertise in the building industry:

A Blaine County, Idaho building official;

The city of Ketchum fire chief;

Registered design professional or a builder or superintendent of building with at least ten years' experience, five of which shall have been in responsible charge of work;

Registered design professional with fire protection engineering experience or fire protection contractor with ten years' experience, five of which shall have been in responsible charge of work;

Registered design professional with mechanical and plumbing engineering experience or a mechanical contractor with at least ten years' experience, five of which shall have been in responsible charge of work;

A licensed Idaho architect; and

A licensed Idaho structural engineer.

5. **Section 113.1 Unlawful Acts.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish, or occupy any building, structure or equipment regulated by this code or permits authorizing work, or cause same to be done, in conflict with or in violation of any of the provisions of this code, local amendments, and all permits granting work to occur.
6. **Section 114.3 Stop Work Order Authority.** Where the building official finds any work regulated by this code or entitlement permits, being performed in a manner either contrary to the provisions of this code or entitlement permits or dangerous or unsafe, the building official is authorized to issue a stop work order.
7. **Section R115 Indemnity** is added as follows:

Every person, firm or corporation to whom permission has been granted under the terms of this code and the general ordinances to utilize public property for the demolition work or the moving of any building, structure or utility, shall at all times assume full responsibility for such demolition or moving. Such permission shall be further conditioned for the use of public property to at all times release, hold harmless and indemnify the city of Ketchum and all of its agents and employees from any and all responsibility, liability, loss or damage resulting to any persons or property or caused by or incidental to the demolition or moving work.

8. **Section R116 Insurance** is added as follows:

Any person, firm or corporation, demolishing or moving any building, structure or utility, shall deposit with the building official a certificate of insurance showing the city of Ketchum as a named insured on the insurance policy. The certificate of insurance shall evidence that the liability insurance policy covers the policy holder and the city of Ketchum as a named insured. Such insurance shall be valid at all times during demolition or moving operations. Said liability insurance coverage shall be in the amount of at least \$1,000,000 for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. The purpose of the insurance required herein is specified in section 3601 of this chapter.

9. **Section R117 Damage to Public Property** is added as follows:

As a condition of obtaining a permit to wreck, remove or move any building, structure or utility, the permittee assumes liability for any damage to public property occasioned by such moving, demolition or removal operations.

10. **Section R202 Definitions** is amended as follows:

- a. **Commencement Of Work.** Any excavation including the removal of top soil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit.
- b. **Height of building.** Shall be deleted in its entirety and replaced with the definition of building height contained in Title 17, Chapter 17.08 of the Ketchum municipal code, as amended.

11. **Table R301.2 Climatic and Geographic Design Criteria**

- a. Insert the following information into **Table R301.2(1)**:

TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA						
GROUND SNOW LOAD ^o	Wind Design				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM
	120 PSF	Speed ^d (mph) 90 MPH	Topographic Effects ^k NO	Special wind region ^l NO		

TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA						
SUBJECT TO DAMAGE FROM		Winter Design Temp ^e	Ice Barrier Underlayment Required ^h	Flood Hazards ^g	Air Freezing Index ⁱ	Mean annual temp ^l
Frost line depth ^b 32"	Termite ^c Slight to moderate	-20° F	YES 24" inside of wall line	(a) 6/5/1978 (b) 11/26/2010 (c) 433, 434, 441, 442, 453, 461.	2000	40° F

Manual J Design Criteria ⁿ			
Elevation	Latitude	Winter Heating	Summer Cooling
5840'	44° N	75°	75°

Cooling temperature difference	Wind velocity heating	Wind velocity cooling	Coincident wet bulb
25°	15	7.5	61°

Manual J Design Criteria ⁿ			
Altitude correction factor	Indoor design temperature	Design temperature cooling	Heating temperature difference
0.92	72°	75°	90°
Daily Range	Winter Humidity	Summer humidity	
H	30%	30%	

b. Section R302.2.2.1 Determination of seismic design category.

Section R301.2.2.1 Determination of seismic design category. is amended by the addition of the following subsection R301.2.2.1.3, as follows:

R301.2.2.1.3 Engineering Design For Seismic Resisting System. All structures, including detached one- and two-family structures in seismic design category C or greater shall have a lateral force resisting system designed in accordance with accepted engineering practice by the engineer of record. The effective seismic weight for such buildings shall include thirty five percent (35%) of the flat roof uniform design snow load.

c. Section R301.2.3 Snow loads.

Section R301.2.3 Snow Loads. shall be amended by the deletion of section R301.2.3 in its entirety and replaced with the following language:

Section R301.2.3 Snow Loads. All roofs shall sustain within the stress limitations of this code, all "dead loads" plus unit "snow loads" of at least one hundred (100) pounds per square foot. The snow loads shall be assumed to act vertically upon the area projected upon a horizontal plane.

12. **Section R302.2 Townhouses** is amended as follows:

Each townhouse shall be considered a separate building and shall be separated by fire-resistance-rated wall assemblies meeting the requirements of section R302.1 for exterior walls.

Exception: A common 2-hour fire-resistance-rated wall assembly tested in accordance with ASTM E119 or UL 263 is permitted for townhouses if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical installations shall be installed in accordance with chapters 34 through 43. Penetrations of electrical outlet boxes shall be in accordance with section R302.4.

13. **Section R302.3 Two-Family Dwellings** is amended as follows:

Dwelling units in two-family dwellings shall be separated from each other by wall and/or floor assemblies having not less than a 2-hour fire-resistance rating when tested in accordance with ASTM E119 or UL 263. Fire-resistance-rated floor/ceiling and wall assemblies shall extend to and be tight against the exterior wall, and wall assemblies shall extend from the foundation to the underside of the roof sheathing.

Exceptions:

1. A fire-resistance rating of 1/2 hour shall be permitted in buildings equipped throughout with an automatic sprinkler system installed in accordance with NFPA 13.
2. Delete exception 2 in its entirety.

14. **Section R302.6 Dwelling-garage separation.**

- a. **Section R302.6 Dwelling-garage fire separation.** shall be amended by the deletion of section R302.6 in its entirety and replaced with the following language:

R302.6 Dwelling-garage fire separation required. The garage shall be separated from the residence and its attic area by means of a minimum five eighths inch (5/8") type X gypsum board applied to the garage side of all walls and ceilings forming part of the separation.

Where the separation is from habitable rooms above the garage by not less than 5/8 inch type X gypsum board or equivalent

Where the separation is a floor/ceiling assembly, the structure supporting the separation shall also be protected by not less than five eighths inch (5/8") type X gypsum board or equivalent.

Garages located less than three feet (3') from a dwelling unit on the same lot shall be protected with not less than five eighths inch (5/8") type X gypsum board applied to the interior side of exterior walls that are within this area. Openings in these walls shall be regulated by section R302.5. This provision does not apply to garage walls that are perpendicular to the adjacent dwelling wall unit.

15. **Section R404.1.6 Height above finished grade** is amended as follows:

All materials within 12" vertical of finished grade shall be 1 hour rated, non-combustible, or covered with minimum 28-gauge flashing. The area 12" horizontal from the base of a wall shall be finished in a way to prevent any vegetation growing, and for vegetative debris to be easily removed.

16. **Section R902 Fire Classifications**

a. **R902.1 Roofing covering materials.** Roofs shall be covered with a Class A roof covering or assembly containing no wood products as set forth in Sections R904 and R905. Where an addition to an existing structure exceeds 1,000 square feet of roof area, the entire structure must be upgraded to a class A roof covering or assembly containing no wood products. Class A roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E108.

b. **Section R902 Fire Classifications** shall be amended by adding **subsection R902.3. Roofs, Underfloor Protection, Gutters, Downspouts.** as follows:

R902.2 Roof Coverings. Any alteration, addition or repair of twenty-five percent (25%) or more of a roof surface or any new construction shall construct the entire roof in compliance with this **section R902.2**. If an alteration, addition or repair of an existing roof involves less than twenty-five percent (25%) of a roof, only that alteration, addition or repair shall conform to the requirements of this **section R902.2** without the existing structure complying with all of requirements of this **section R902.2**. Roofs shall have at least a class C roof assembly, as defined by the most currently adopted version of IBC, or an approved noncombustible roof covering. Cedar shake and all wood based roof coverings are prohibited, even if such roof coverings are classified as a class C roof assembly. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers, or have on layer of seventy two (72) pound (32.4 kg) mineral surfaced, nonperforated cap sheet complying with ASTM 3909 install over the combustible decking. **R902.2.1 Roof Valleys.** Where provided, valley flashings shall be not less than 0.019 inch (0.44 mm) (no. 26 galvanized sheet gage) corrosion resistant metal installed over a minimum thirty six inch (36") wide (914 mm) underlayment consisting of one layer of seventy two (72) pound (32.4 kg) mineral surfaced, nonperforated cap sheet complying with ASTM D 3909 running the full length of the valley.

R902.2.2 Unenclosed Underfloor Protection. Buildings or structures shall have all underfloor areas enclosed to the ground with exterior walls. Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior one hour fire resistance rated construction or heavy timber construction.

17. **Section R905 Requirements for Roof Coverings.** is amended as follows

a. **R905.1.4 Reroof Requirements.** When a structure is being reroofed it is required to have a class A roof covering or assembly containing no wood products. Class A or the highest rated covering that matches existing covering is required when less than twenty-five (25%) percent of the roof areas is being repaired and additional areas are not subsequently repaired within five (5) years.

18. **Section R910** is added to read:

R910 Snow Retention Devices. These devices are permanently attached to the roofing assembly and shall be placed on the roof above, including but not limited to, skylights, sun rooms, greenhouses, and pedestrian areas, to limit the potential for sliding snow or ice onto pedestrian areas below said roof areas for all occupancies. Minimum design shall be equal to the design roof snow load of 100 pounds per square foot.

19. **Section R1003.9.2** is amended to read:

R1003.9.2 Spark arrestors. A spark arrestor is required on all masonry chimneys and shall meet all of the following requirements:

20. **Section R1005.9 Chimney Chases**

R1005.9 Chimney Chases. If a factory-built solid fuel burning appliance chimneys is enclosed within a shaft or chase, it shall be protected on the interior (flue) side as required for one-hour fire-resistive construction. All factory-built chimneys shall have approved spark arrestors installed at the point of termination.

C. Amendments to the International Energy Conservation Code

1. **Section C101.1** Insert: [City of Ketchum, Idaho]

2. **Section R101.1** Insert: [City of Ketchum, Idaho]

D. Amendments to the International Swimming Pool and Spa Code

1. **Section 101.1** Insert: [City of Ketchum, Idaho]

E. Amendments to the International Existing Building code, as amended by the Idaho Building Code Board

1. **Section 101.1** Insert: [City of Ketchum, Idaho]

2. **Section 409.1** is amended to read as follows:

409.1 Conformance.

Structures moved into or within the jurisdiction shall be evaluated by a registered engineer and shall comply with the provisions of the international building code for new structures as amended by the city of Ketchum.

3. **Section 1302.3** is amended as follows:

Buildings shall be evaluated by a registered engineer and shall comply with the international building code or international residential code wind provisions as applicable and as amended by the city of Ketchum.

F. AMENDMENTS TO THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE:

1. **Section 101.1** Insert: [City of Ketchum, Idaho]
2. **Sections 103.1, 103.2, 103.3, and 103.4** are deleted.

3. **Section 103.5 is amended to read:**

103.5 Fees. The fees for activities and services performed by the city of Ketchum in carrying out its responsibilities under this code shall be as set forth in a resolution of the city of Ketchum.

4. **Section 106.3 is amended to read:**

106.3 Prosecution of Violation. Any person failing to comply with a notice of violation or order served in accordance with section 107 shall be deemed guilty of a misdemeanor, with the exception of any violation of section 302, which shall be an infraction, and any violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official or community development director shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

5. **Section 106.4 is amended to read:**

106.4 Violation Penalties. Any person, who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, may be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

6. **Section 107.1 is amended to read:**

107.1 Notice to Person Responsible. Whenever the community development director or code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with section 108.3. Any notice or action shall be given at the discretion of the community development director or the code official and a determination by the community development director or the code official that such a notice should be given because of the condition of such property shall be conclusive on the question of whether the condition warrants such action. It shall be the duty of the owner of any lot, place, or area in the city which has been declared a public nuisance as provided herein, within twenty (20) days of posting, mailing, personal service or last day of publication (whichever is later) of the nuisance abatement notice to remove or abate the nuisance or to make written arrangements satisfactory to the city for abatement in the future. Upon the failure, neglect, or refusal of any owner or occupant so notified to remove the nuisance or make such arrangements, the city may cause legal action to be taken.

7. **Section 107.3 is amended to read:**

107.3 Method of Service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified mail addressed to the last known address;
3. If the notice is returned showing that the letter was not delivered, a notice shall be placed in a newspaper of general circulation in Blaine County. Said newspaper advertisement shall be a general notice and shall contain a general statement of the effect of such posting.

8. Section 108.1.5 paragraph 11 is amended to read:

11. Any portion of a building remains on a site after the demolition, destruction or reasonable cessation of construction activity of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

9. Section 110.1 is amended to read:

110.1 General. The code official may order the owner of any premises upon which is located any structure, which in the code official's judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than one years, the code official may order the owner to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the building official.

10. X Section 111.1 is amended to read:

111.1 Application for Appeal. Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the city council, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

11. X Sections 111.2 through 111.8 are deleted.

12. X Section 112.4 is amended to read:

112.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable in accordance with either a misdemeanor or civil infraction subject to prosecution as set forth herein.

13. X Section 302.4 is amended to read:

302.4 Weeds. All rubbish and weeds which constitute a fire or health hazard shall be removed from all land within the city. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses,

annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

14. Section 304.3 is amended to read:

304.3 Premises identification. Building shall have approved address numbers placed in a position to be plainly eligible and visible from the street or road fronting the property. Numbers shall be not less than 6 inches in height with a stroke width of not less than 0.5 inches and shall be placed a minimum of 4 feet above finished grade.

15. X Section 302.10 is added to read:

302.10 Motorized/Non-Motorized Campers. No motorized or non-motorized camper, camper shell, camper apron, or camper trailer shall be parked, kept, or stored unenclosed on any premises for a period exceeding 90 days.

16. X Section 304.14 Insert: [May 1] [September 30]

17. Section 308 is deleted in its entirety.

18. Section 602.3 Insert: [October 1] [April 30]

19. Section 602.4 Insert: [October 1] [April 30]

15.04.030: CRIMINAL VIOLATION; PENALTY; CIVIL ENFORCEMENT:

A. Any person, firm, association, or corporation that fails to comply with or violates any of these regulations or adopted codes shall be guilty of a misdemeanor and upon conviction shall be subject to a fine of not more than one thousand dollars (\$1,000.00) or imprisonment for a period not to exceed six (6) months, or both. Each day that said violation continues shall be considered a separate offense.

B. Appropriate actions and proceedings at law or in equity may be instituted by the city of Ketchum to restrain or abate violations of this chapter or adopted codes, or compel compliance herewith, or to prevent illegal construction or occupancy of any buildings, structures, or premises in violation of this chapter or adopted codes together with appropriate damages therefor. These remedies shall be cumulative and in addition to all other legal remedies and penalties provided by law. (Ord. 1126, 2014, Ord. 1217, 2021)

EXHIBIT B

Chapter 15.08

FIRE CODE

15.08.010: ADOPTION OF CODE:

A certain document, one copy of which is available for review in city hall of the City of Ketchum, being marked and designated as the International Fire Code, 2018 edition, including appendix chapters B, C, D, E and F published by the International Code Council, be and is hereby adopted as the fire code of the City of Ketchum, in the State of Idaho, regulating and governing the safeguarding of life and property from fire, explosions and hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said fire code on file in the office of the City Clerk in the City of Ketchum are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any, prescribed in this chapter.

15.08.020: CHAPTER 1 SCOPE AND ADMINISTRATION AMENDMENTS:

A. Section 109.1: Said international fire code is hereby amended by deleting section 109.1 in its entirety and adopting a new section 109.1, as follows:

109.1 Appeals. To determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of the provisions of this code, there shall be and hereby is created a board of appeals consisting of five (5) members who are qualified by experience and training to pass judgment upon pertinent matters. The fire chief shall be an *ex officio* member and shall act as secretary of the board. The board of appeals shall be appointed by the city council and hold office at their pleasure. All appeals from a decision of the fire chief shall be made by the aggrieved party to the board of appeals by delivering a copy of said appeal to the Ketchum City Clerk in writing within fifteen (15) days of the date of notification of the decision by the fire chief to the aggrieved party. Said written notice of appeal shall contain a written statement of the decision being appealed and the basis of the appeal. The board of appeals shall hold a due process hearing and make its decision with written findings of fact and conclusions of law within thirty (30) days from the date that the notice of appeal is filed. The fire chief, fire code official or any party aggrieved by decision of the board of appeals shall file an appeal to the Ketchum City Council by delivering a written notice of appeal to the Ketchum City Clerk within fifteen (15) days of the date of notification of a decision of the board of appeals. The Ketchum City Council shall hear the appeal based on the record before the board of appeals and shall hold a due process hearing and render its decision with written findings of fact and conclusions of law within sixty (60) days of the date of the filing of the notice of appeal. Any party aggrieved by the decision of the Ketchum City Council shall file an appeal with a court of competent jurisdiction within twenty-eight (28) days of notification of the decision by the Ketchum City Council. Any decision not appealed within the time periods set forth herein shall be final and not subject to review.

B. Section 109.4: Said international fire code is hereby amended by adding a new section 109.4 as follows:

109.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or

certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000) or by imprisonment not exceeding six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

109.4.1 Abatement of Violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

C. Section 106.1: Said international fire code is hereby amended by deleting section 106.1 in its entirety and adopting a new section 106.1, as follows:

106.1 Plan Check Fees, Permit Fees, Inspection And Re-Inspection Charges, Fee For Use Of Fire Equipment, And Other Fees And Charges.

1. For every permit issued under the official fire code of the City of Ketchum, Idaho, as amended, a fee therefore shall be charged by and paid in advance to the fire department.
2. For every initial plan check for issuance of a permit by the fire department, a fee therefore shall be paid to the fire department.
3. For every inspection and test of fire extinguishing systems or equipment by the fire department, a fee therefore shall be paid to the fire department.
4. For each additional plan check for issuance of a permit, inspection and/or test of any system by the fire department, an additional fee shall be paid to the fire department.
5. For every fire clearance certificate issued by the fire department, a fee therefore shall be paid to the fire department.
6. For use of fire department fire equipment and/or use of fire department personnel, a fee therefore shall be paid to the fire department.
7. For any checks, inspections or tests of systems or structures that must be completed on the building site, the person seeking said check, inspection or test shall schedule with the city of Ketchum fire department for such check, inspection or test at least forty-eight (48) hours prior to the described time for said check, inspection or test.
8. The City of Ketchum Fire Department, upon payment of fees as set forth in the City of Ketchum Fire Department fee schedule, and scheduling of, shall check, inspect and/or test the system and/or premises at the next possible opportunity arising during any weekday from nine o'clock A.M. to five o'clock P.M. The City of Ketchum Fire Department shall, prior to the check, inspection or test, give notice to the applicant of when the check, inspection and/or test of the system or premises will take place.
9. The applicant or an authorized agent shall be at the site at the time of any test of systems or structures that must be completed on the building site. In the event the applicant, or an authorized agent, is not at the building site at the specified time, the initial inspection fee may be forfeited and a new application, with an additional initial fee, may be required before the check, inspection and/or

test of the system or premises will take place.

10. Fees to be charged for the services set forth above including fees for all permits, plan checks, certificates, and for use of fire department fire equipment and fire department personnel shall be as set by resolution of the Ketchum City Council for the city of Ketchum Fire Department fee schedule.

15.08.030: CHAPTER 5 FIRE SERVICE FEATURES AMENDMENTS:

A. Section 505.1: Said international fire code is hereby amended by adding new section 505.1 as follows:

505.1 Physical Addresses. Actual address numbers for all buildings and individual units in multi-unit buildings shall be issued by the City of Ketchum Addressing Officer and approved by the fire code official. Number shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of a ½ inch (12.7 mm). Actual address numbers and letters shall be located so that the bottom of the letters or numbers is a minimum of 48 inches above final grade.

15.08.040: CHAPTER 6 BUILDING SERVICES AND SYSTEMS AMENDMENTS:

A. Sections 606: Said International Fire Code is hereby amended by adding new sections 606.8.5 as follows:

606.8.5 Elevator Emergency Communication

All new buildings including residential structures containing an elevator in which a building attendant (building employee, watchman, etc.) is not continuously available to take action when the required emergency signal is operated, the elevator shall be provided with a means within the car for communicating with or signaling to a continuously monitored service which is capable of taking appropriate action when a building attendant is not available in accordance with the American Society of Mechanical Engineers (ASME) A17.1.

15.08.050: CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS AMENDMENTS:

A. Section 903: Said International Fire Code is hereby amended by deleting section 903 in its entirety and adopting a new section 903, as follows:

Section 903 Automatic Sprinkler Systems.

903 An approved fire sprinkler system shall be installed throughout all new buildings with 6,000 or more square feet of floor area including basements and garages or as contained in the following chapter. Partially fire sprinklered buildings are not allowed in the City of Ketchum. For purposes of this chapter, fire walls shall not define separate buildings.

903.1 General.

Automatic sprinkler systems shall comply with this section.

903.1.1 Alternative Protection.

Alternative automatic fire-extinguishing systems complying with section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and approved by the fire code official.

903.2 Where Required.

Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in sections 903.2.1 through 903.2.12.

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with section 707 of the international building code or not less than 2-hour horizontal assemblies constructed in accordance with section 711 of the international building code, or both.

903.2.1 Group A.

An automatic sprinkler system shall be provided throughout buildings - used as group A occupancies as provided in this section. For group A-1, A-2, A-3 and A-4 occupancies, the automatic sprinkler system shall be provided throughout the -building where the group A-1, A-2, A-3 or A-4 occupancy is located. - For group A-5 occupancies, the automatic sprinkler system shall be provided in the spaces indicated in section 903.2.1.5.

903.2.1.1 Group A-1.

An automatic sprinkler system shall be provided for group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

903.2.1.2 Group A-2.

An automatic sprinkler system shall be provided for group A-2 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464 m²).
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

903.2.1.3 Group A-3.

An automatic sprinkler system shall be provided for group A-3 occupancies where one of the

following conditions exists:

1. The fire area exceeds 6,000 square feet (557 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

903.2.1.4 Group A-4.

An automatic sprinkler system shall be provided for group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

903.2.1.5 Group A-5.

An automatic sprinkler system shall be provided for group A-5 occupancies in the following areas: concession stands, retail areas, press boxes and other accessory use areas in excess of 1,000 square feet (93 m²).

903.2.2 Ambulatory Care Facilities.

An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor where such care is provided as well as all floors below, and all floors between the level of ambulatory care and the nearest level of exit discharge, including the level of exit discharge.

903.2.3 Group E.

An automatic sprinkler system shall be provided for group E occupancies as follows:

1. Throughout all group E fire areas greater than 6,000 square feet (557 m²) in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

903.2.4 Group F-1.

An automatic sprinkler system shall be provided throughout all buildings containing a group F-1 occupancy where one of the following conditions exists:

1. A group F-1 fire area exceeds 6,000 square feet (557 m²).
2. A group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all group F-1 fire areas on all floors, including any mezzanines, exceeds 6,000 square feet (557 m²).
4. A group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

903.2.4.1 Woodworking Operations.

An automatic sprinkler system shall be provided throughout all group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in area (232 m²) which generate finely divided combustible waste or which use finely divided combustible materials.

903.2.5 Group H.

Automatic sprinkler systems shall be provided in high-hazard occupancies as required in sections 903.2.5.1 through 903.2.5.3.

903.2.5.1 General.

An automatic sprinkler system shall be installed in group H occupancies.

903.2.5.2 Group H-5 Occupancies.

An automatic sprinkler system shall be installed throughout buildings containing group H-5 occupancies. The design of the sprinkler system shall not be less than that required under the international building code for the occupancy hazard classifications in accordance with table 903.2.5.2.

Where the design area of the sprinkler system consists of a corridor protected by one row of sprinklers, the maximum number of sprinklers required to be calculated is 13.

**TABLE 903.2.5.2
GROUP H-5 SPRINKLER DESIGN CRITERIA**

Location	Occupancy Hazard Classification
Fabrication areas	Ordinary hazard group 2
Service corridors	Ordinary hazard group 2
Storage rooms without dispensing	Ordinary hazard group 2
Storage rooms with dispensing	Extra hazard group 2
Corridors	Ordinary hazard group 2

903.2.5.3 Pyroxylin Plastics.

An automatic sprinkler system shall be provided in buildings, or portions thereof, where cellulose nitrate film or pyroxylin plastics are manufactured, stored or handled in quantities exceeding 100 pounds (45 kg).

903.2.6 Group I.

An automatic sprinkler system shall be provided throughout buildings with a group I fire area.

Exceptions:

1. An automatic sprinkler system installed in accordance with section 903.3.1.2 shall be permitted in group I-1 facilities.
2. An automatic sprinkler system installed in accordance with section 903.3.1.3 shall be allowed in group I-1 facilities when in compliance with all of the following:
 - 2.1. A hydraulic design information sign is located on the system riser;
 - 2.2. Exception 1 of section 903.4 is not applied; and
 - 2.3. Systems shall be maintained in accordance with the requirements of section 903.3.1.2.
3. An automatic sprinkler system is not required where day care facilities are at the level of exit discharge and where every room where care is provided has at least one exterior exit door.
4. In buildings where group I-4 day care is provided on levels other than the level of exit discharge, an automatic sprinkler system in accordance with section 903.3.1.1 shall be installed on the entire floor where care is provided and all floors between the level of care and the level of exit discharge, all floors below the level of exit discharge, other than areas classified as an open parking garage.

903.2.7 Group M.

An automatic sprinkler system shall be provided throughout buildings containing a group M occupancy where one of the following conditions exists:

1. A group M fire area exceeds 6,000 square feet (557 m²).
2. A group M fire area is located more than three stories above grade plane.
3. The combined area of all group M fire areas on all floors, including any mezzanines, exceeds 6,000 square feet (557 m²).
4. A group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m²).

903.2.7.1 High-Piled Storage.

An automatic sprinkler system shall be provided as required in chapter 32 in all buildings of group M where storage of merchandise is in high-piled or rack storage arrays.

903.2.8 Group R.

An automatic sprinkler system installed in accordance with section 903.3 shall be provided

throughout all buildings with a group R fire area. All new construction of one and two family dwellings and townhome buildings of 6000 square feet or greater shall have an approved automatic fire sprinkler system installed. Where an addition or alteration to an existing building bring the total area of the building over 6000 square feet, only the addition or altered area of the building must have an approved automatic fire sprinkler system. Nothing in this chapter shall prevent any person from voluntarily installing an automatic fire sprinkler system.

903.2.8.1-903.2.8.3 Group R-3 Or R-4 Congregate Residences.

An automatic sprinkler system installed in accordance with section 903.3.1.3 shall be permitted in group R-3 or R-4 congregate living facilities with 16 or fewer residents.

903.2.8.4 Care Facilities.

An automatic sprinkler system installed in accordance with section 903.3.1.3 shall be permitted in care facilities with 5 or fewer individuals in a single-family dwelling.

903.2.9 Group S-1.

An automatic sprinkler system shall be provided throughout all buildings containing a group S-1 occupancy where one of the following conditions exists:

1. A group S-1 fire area exceeds 6,000 square feet (557 m²).
2. A group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all group S-1 fire areas on all floors, including any mezzanines, exceeds 6,000 square feet (557 m²).
4. A group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m²).
5. A group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

903.2.9.1 Repair Garages.

An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with section 406.8 of the international building code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 6,000 square feet (557 m²).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 6,000 square feet (557 m²).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m²).

903.2.9.2 Bulk Storage Of Tires.

Buildings and structures where the area for the storage of tires exceeds 10,000 cubic feet (276 m³) shall be equipped throughout with an automatic sprinkler system in accordance with section

903.3.1.1.

903.2.10 Group S-2 Enclosed Parking Garages.

An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with section 406.6 of the international building code as follows:

1. Where the fire area of the enclosed parking garage exceeds 6,000 square feet (557 m²); or
2. Where the enclosed parking garage is located beneath other groups.

903.2.10.1 Commercial Parking Garages.

An automatic sprinkler system shall be provided throughout buildings used for storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m²).

903.2.11 Specific Buildings Areas And Hazards.

In all occupancies other than group U, an automatic sprinkler system shall be installed for building design or hazards in the locations set forth in sections 903.2.11.1 through 903.2.11.6.

903.2.11.1 Stories Without Openings.

An automatic sprinkler system shall be installed throughout all stories, including basements, of all buildings where the floor area exceeds 1,500 square feet (139.4 m²) and where there is not provided at least one of the following types of exterior wall openings:

1. Openings below grade that lead directly to ground level by an exterior stairway complying with section 1009 or an outside ramp complying with section 1010. Openings shall be located in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side. The required openings shall be distributed such that the linear distance between adjacent openings does not exceed 50 feet (15 240 mm).
2. Openings entirely above the adjoining ground level totaling at least 20 square feet (1.86 m²) in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side. The required openings shall be distributed such that the linear distance between adjacent openings does not exceed 50 feet (15 240 mm). The height of the bottom of the clear opening shall not exceed 44 inches (1118 mm) measured from the floor.

903.2.11.1.1 Opening Dimensions And Access.

Openings shall have a minimum dimension of not less than 30 inches (762 mm). Such openings shall be accessible to the fire department from the exterior and shall not be obstructed in a manner that firefighting or rescue cannot be accomplished from the exterior.

903.2.11.1.2 Openings On One Side Only.

Where openings in a story are provided on only one side and the opposite wall of such story is more than 75 feet (22 860 mm) from such openings, the story shall be equipped throughout with an approved automatic sprinkler system or openings as specified above shall be provided on at least two sides of the story.

903.2.11.1.3 Basements.

Where any portion of a basement is located more than 75 feet (22 860 mm) from openings required by section 903.2.11.1, or where walls, partitions or other obstructions are installed that restrict the application of water from hose streams, the basement shall be equipped throughout with an

approved automatic sprinkler system.

903.2.11.2 Rubbish And Linen Chutes.

An automatic sprinkler system shall be installed at the top of rubbish and linen chutes and in their terminal rooms. Chutes shall have additional sprinkler heads installed at alternate floors and at the lowest intake. Where a rubbish chute extends through a building more than one floor below the lowest intake, the extension shall have sprinklers installed that are recessed from the drop area of the chute and protected from freezing in accordance with section 903.3.1.1. Such sprinklers shall be installed at alternate floors beginning with the second level below the last intake and ending with the floor above the discharge. Chute sprinklers shall be accessible for servicing.

903.2.11.3 Buildings 55 Feet Or More In Height.

An automatic sprinkler system shall be installed throughout buildings with a floor level having an occupant load of 30 or more that is located 55 feet (16 764 mm) or more above the lowest level of fire department vehicle access.

Exceptions:

1. Airport control towers.
2. Open parking structures.
3. Occupancies in group F-2.

903.2.11.4 Ducts Conveying Hazardous Exhausts.

Where required by the international mechanical code, automatic sprinklers shall be provided in ducts conveying hazardous exhaust, flammable or combustible materials.

Exception: Ducts where the largest cross-sectional diameter of the duct is less than 10 inches (254 mm).

903.2.11.5 Commercial Cooking Operations.

An automatic sprinkler system shall be installed in a commercial kitchen exhaust hood and duct system where an automatic sprinkler system is used to comply with section 904.

903.2.11.6 Other Required Suppression Systems.

In addition to the requirements of section 903.2, the provisions indicated in table 903.2.11.6 also require the installation of a fire suppression system for certain buildings and areas.

**TABLE 903.2.11.6
ADDITIONAL REQUIRED FIRE SUPPRESSION SYSTEMS**

Section	Subject
914.2.1	Covered and open mall buildings
914.3.1	High rise buildings
914.4.1	Atriums

914.5.1	Underground structures
914.6.1	Stages
914.7.1	Special amusement buildings
914.8.2	Airport traffic control towers
914.8.3, 914.8.6	Aircraft hangars
914.9	Flammable finishes
914.10	Drying rooms
914.11.1	Ambulatory care facilities
1029.6.2.3	Smoke-protected assembly seating
1103.5.1	Existing Group A occupancies
1103.5.2	Pyroxylin plastic storage in existing buildings
1103.5.3	Existing group I-2 occupancies
2108.2	Dry cleaning plants
2108.3	Dry cleaning machines
2309.3.1.5.2.	Hydrogen motor fuel-dispensing area canopies
2404.2	Spray finishing in group A, E, I or R
2404.4	Spray booths and spray rooms
2405.2	Dip-tank rooms in group A, I or R
2405.4.1	Dip tanks
2405.9.4	Hardening and tempering tanks
2703.10	HPM facilities
2703.10.1.1	HPM work station exhaust
2703.10.2	HPM gas cabinets and exhausted enclosures
2703.10.3	HPM exit access corridor
2703.10.4	HPM exhaust ducts
2703.10.4.1	HPM noncombustible ducts
2703.10.4.2	HPM combustible ducts
2807.3	Lumber production conveyor enclosures

2808.7	Recycling facility conveyor enclosures
3006.1	Class A and B ovens
3006.2	Class C and D ovens
Table 3206.2	Storage fire protection
3206.4	Storage
5003.8.4.1	Gas rooms
5003.8.5.3	Exhausted enclosures
5004.5	Indoor storage of hazardous materials
5005.1.8	Indoor dispensing of hazardous materials
5104.4.1	Aerosol warehouses
5106.3.2	Aerosol display and merchandising areas
5204.5	Storage of more than 1,000 cubic feet of loose combustible fibers
5306.2.1	Exterior medical gas storage room
5306.2.2	Interior medical gas storage room
5306.2.3	Medical gas storage cabinet
5606.5.2.1	Storage of smokeless propellant
5606.5.2.3	Storage of small arms primers
5704.3.7.5.1	Flammable and combustible liquid storage rooms
5704.3.8.4	Flammable and combustible liquid storage warehouses
5705.3.7.3	Flammable and combustible liquid group H-2 or H-3 areas
6004.1.2	Gas cabinets for highly toxic and toxic gas
6004.1.3	Exhausted enclosures for highly toxic and toxic gas
6004.2.2.6	Gas rooms for highly toxic and toxic gas
6004.3.3	Outdoor storage for highly toxic and toxic gas
6504.1.1	Pyroxylin plastic storage cabinets
6504.1.3	Pyroxylin plastic storage vaults
6504.2	Pyroxylin plastic storage and manufacturing

For SI: 1 cubic foot = 0.023 m³.

903.2.12 During Construction.

Automatic sprinkler systems required during construction, alteration and demolition operations shall be provided in accordance with section 3313.

903.3 Installation Requirements.

Automatic sprinkler systems shall be designed and installed in accordance with sections 903.3.1 through 903.3.7.

903.3.1 Standards.

Sprinkler systems shall be designed and installed in accordance with section 903.3.1.1, 903.3.1.2 or 903.3.1.3 and other chapters of this code, as applicable.

903.3.1.1 NFPA 13 Sprinkler Systems.

Where the provisions of this code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in section 903.3.1.1.1.

903.3.1.1.1 Exempt Locations.

Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents.
5. Fire service access elevator machine rooms and machinery spaces.
6. Machine rooms and machinery spaces associated with occupant evacuation elevators designed in accordance with section 3008 of the international building code.

903.3.1.1.2 Bathrooms

In Group R occupancies, sprinklers shall not be required in bathrooms that do not exceed 55 square feet in area and are located within individual dwelling units or sleeping units, provided that walls and ceilings, including the walls and ceilings behind a shower enclosure or tub, are not combustible or limited combustible materials with a 15-minute thermal barrier rating.

903.3.1.2 NFPA 13R Sprinkler Systems.

Automatic sprinkler systems in group R occupancies up to and including four stories in height shall be permitted to be installed throughout in accordance with NFPA 13R.

903.3.1.2.1 Balconies And Decks.

Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units where the building is of type V construction, provided there is a roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch (25 mm) to 6 inches (152 mm) below the structural members and a maximum distance of 14 inches (356 mm) below the deck of the exterior balconies and decks that are constructed of open wood joist construction.

903.3.1.2.3 Attics

Attics that are used or intended for living purposes or storage shall be protected by and automatic sprinkler system.

903.3.1.3 NFPA 13D Sprinkler Systems.

Automatic sprinkler systems installed in one and two-family dwellings, group R-3 and R-4 congregate living facilities and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D. All building protected by an 13D automatic fire sprinkler system shall cover all areas of the structure including attached garages and basements. The City of Ketchum does not allow buildings to be partially covered by automatic fire sprinklers systems.

903.3.2 Quick-Response And Residential Sprinklers.

Where automatic sprinkler systems are required by this code, quick-response or residential automatic sprinklers shall be installed in the following areas in accordance with section 903.3.1 and their listings:

1. Throughout all spaces within a smoke compartment containing care recipient sleeping units in group I-2 in accordance with the international building code.
2. Throughout all spaces within a smoke compartment containing treatment rooms in ambulatory care facilities.
3. Dwelling units and sleeping units in group I-1 and R occupancies.
4. Light-hazard occupancies as defined in NFPA 13.

903.3.3 Obstructed Locations.

Automatic sprinklers shall be installed with due regard to obstructions that will delay activation or obstruct the water distribution pattern. Automatic sprinklers shall be installed in or under covered kiosks, displays, booths, concession stands or equipment that exceeds 4 feet (1219 mm) in width. Not less than a 3-foot (914 mm) clearance shall be maintained between automatic sprinklers and the top of piles of combustible fibers.

Exception: Kitchen equipment under exhaust hoods protected with a fire-extinguishing system in accordance with section 904.

903.3.4 Actuation.

Automatic sprinkler systems shall be automatically actuated unless specifically provided for in this code.

903.3.5 Water Supplies.

Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the international plumbing code.

903.3.5.1 Domestic Services.

Where the domestic service provides the water supply for the automatic sprinkler system, the supply shall be in accordance with this section.

903.5.2 Residential combination services.

A single combination water supply shall be allowed provided that the domestic demand is added to the sprinkler demand as required by NFPA 13R.

903.3.6 Hose Threads.

Fire hose threads and fittings used in connection with automatic sprinkler systems shall be as prescribed by the fire code official.

903.3.7 Fire Department Connections.

Fire department connections (FDC) for automatic sprinkler systems shall be 2 ½ inch, female, National Hose Thread (NHT) connection. The location of the fire department connection shall be prescribed by the Fire Code Official prior to construction of the fire sprinkler system.

903.3.8 Limited Area Sprinkler Systems.

Limited area sprinkler systems serving fewer than 20 sprinklers on any single connection are permitted to be connected to the domestic service where a wet automatic standpipe is not available. Limited area sprinkler systems connected to domestic water supplies shall comply with each of the following requirements:

1. Valves shall not be installed between the domestic water riser control valve and the sprinklers.

Exception: An approved indicating control valve supervised in the open position in accordance with section 903.4.

2. The domestic service shall be capable of supplying the simultaneous domestic demand and the sprinkler demand required to be hydraulically calculated by NFPA 13, NFPA 13D or NFPA 13R.

903.4 Sprinkler System Supervision And Alarms.

All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

Exceptions:

1. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or

locked in the open position.

2. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.

3. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

903.4.1 Monitoring.

Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or, when approved by the fire code official, shall sound an audible signal at a constantly attended location.

Exceptions:

1. Underground key or hub valves in roadway boxes provided by the municipality or public utility are not required to be monitored.

2. Backflow prevention device test valves located in limited area sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.

903.4.2 Alarms.

An approved audible device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

903.4.3 Floor Control Valves.

Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in high-rise buildings.

903.5 Testing And Maintenance.

Sprinkler systems shall be tested and maintained in accordance with section 901.

903.6 Where Required In Existing Buildings And Structures.

An automatic sprinkler system shall be provided in existing buildings and structures where required in chapter 11.

903.7 Construction Documents.

One (1) electronic copy and two (2) paper copies of construction documents, including hydraulic calculations and device specifications, along with a Ketchum fire department fire sprinkler plan review form for all fire sprinkler systems shall be submitted for review and approval prior to system installation. Fire department review and approval shall normally be completed within fifteen (15) calendar days. Exceptions to the fifteen (15) calendar day review may be made where in the opinion of the fire chief, the plans submitted are too complex and additional time for review is required. Construction shall not commence until approval and a permit from the fire department is obtained.

903.8 Hydrostatic Testing of New Fire Sprinkler Systems.

All new sprinkler system shall be hydrostatically tested to 200 psi for two hours prior to having any portion of the fire sprinkler piping covered. An additional hydrostatic test of 200 psi for two ours shall be conducted on the Final Building Inspection prior to approval of the system.

B. Section 907: Said International Fire Code is hereby amended by deleting section 907.1.1 in its entirety and adopting a new section 907.1.1, further amended by adopting a new section 907.2.24, a new section 907.10 and adopting a new section 907.11 as follows:

907.1.1 Construction Documents.

A Ketchum fire department fire alarm installation permit application, one (1) electronic copy and two (2) paper copies of construction documents and fire alarm shop drawings for fire alarm systems shall be submitted for review and approval prior to system installation. Fire department review and approval shall normally be completed within fifteen (15) calendar days. Exceptions to the fifteen (15) calendar day review may be made where in the opinion of the fire code official, the plans submitted are too complex and additional time for review is required. Construction shall not commence until approval and a permit from the fire department is obtained. Construction documents for fire alarm systems shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code, the international building code, and relevant laws, ordinances, rules and regulations, as determined by the fire code official.

907.2.24 City of Ketchum Required Installations.

Fire alarm systems shall be installed as required by the International Fire Code as adopted time to time by City of Ketchum ordinance. Additionally, an approved monitored automatic fire alarm system in compliance with the currently adopted International Fire Code and NFPA 72 shall be installed in the following locations:

Notwithstanding the previous installation requirements, an approved monitored automatic fire alarm system shall be installed in the following locations;

(a) In all zoning districts every new building constructed for nonresidential occupancy, including buildings with sleeping quarters as a secondary use.

(b) In all zoning districts every new building constructed for any residential use, and over 4,000 square feet in floor area, and every newly constructed hotel, motel, apartment house or lodge of any size.

(c) In all zoning districts every existing dwelling or commercial unit within a building that is altered or changed, when such modifications exceed fifteen thousand dollars (\$15,000.00) in value. (Cosmetic modifications such as painting, decorative window and floor coverings and furniture shall not be considered as contributing to the fifteen-thousand-dollar (\$15,000.00) value limit). Said systems must provide fire detection for the entire building, including the existing and new construction area, when the alteration or change affects more than fifty (50) percent of the units in that building. Changes to an existing fire alarm system shall meet current code requirements only when this section is applied unless as otherwise set forth in the 2015 International Fire Code.

Exception: A separate fire alarm system need not be installed in buildings which are protected throughout by an approved monitored fire sprinkler system conforming to NFPA standards 13, 13D

or 13R and having a local alarm to notify all occupants.

Note: Group E, group I, group R-1 and group R-2 occupancies are excluded from this exception.

907.8.5 Inspection, Testing And Maintenance.

1. The building owner shall be responsible to maintain the fire and life safety systems in an operable condition at all times. Service personnel shall meet the qualification requirements of NFPA 72 for maintaining, inspecting and testing such systems or as approved by the Fire Code Official. An annual inspection shall be performed on every required fire alarm system including those in residential occupancies. Said inspection shall be performed to determine that the operation of the alarm system is in accordance with the manufacturer's specifications, design and performance criteria. Required fire alarm systems shall be tested in accordance with testing procedures adopted by the National Fire Protection Association Chapter 72. The owner of any alarm system, which is shown by such test not to be one hundred (100) percent operational, shall make such repairs as indicated by the test results. If a defect or malfunction is not corrected at the conclusion of system inspection, test, or maintenance, the system owner or the owner's designated representative shall be informed of the impairment in writing within 24 hours (NFPA72 14.2.1.2.3) Service personnel shall not deem the system as passing the annual inspection until all repairs are made.

2. A copy of such test and inspection report shall be maintained on the premises and reported to the Fire Code Official who may request inspection details.

3. A maintenance contract may be required by the Fire Code Official for alarm systems subject to false alarms in excess of section 907.2 of this section 15.08.020. The maintenance contract shall provide for the following minimum services:

(a) Repairs which may be necessary from time to time to maintain the reliability and integrity of the alarm system.

(b) Operational testing of system components shall occur on at least a semi-annual basis, including one hundred (100) percent of all peripheral devices over a period of one (1) year.

5. Trouble calls or service calls regarding an alarm system shall be made to an alarm company. Trouble or service calls made by the building owner or Ketchum Fire Code official shall be responded to within a reasonable time period as determined by the Fire Code Official but in no case, shall the response time exceed twenty-four (24) hours. *Plans for new fire alarm system submitted for permitting shall include the plan to comply with this twenty-four (24) hour response standard.* If repair to a required fire alarm does not occur within seventy-two (72) hours after the initial request, the Fire Code Official in accordance with the International Fire Code may require a change in operation, or place specific restrictions or conditions on the owner including restrictions relating to the use of the building until such time as repairs are completed. Such special restrictions shall be made with consideration of the relative degree of hazard imposed by the nature of the alarm system's condition, and with respect to the nature of the building and its use.

6. Upon request of a Ketchum Fire Code Official, a responsible party shall respond to the premises for the purpose of permitting access to determine the cause of the alarm, secure the property, or reset the alarm system. The city of Ketchum, Idaho shall not be held liable for any loss due to the failure of the responsible party to respond to the premises when requested to do so by a responding officer. Responsible parties shall respond in an expedient manner and shall arrive at the premises

within one (1) hour of notification. For purposes of this section a responsible party shall be:

- (a) The owner of the property or business.
- (b) The manager or authorized agent.
- (c) The tenant.
- (d) An employee of an alarm company under contract providing for such services.

7. It shall be the responsibility of the property, or building or system owner to provide for the required response in accordance with the above section, and to ensure that the current information is provided to the respective alarm receiving station, including a list of responsible parties, phone numbers and current street and mailing addresses, locations of key boxes, sprinkler valves and alarm panels.

8. Operational testing of alarm systems shall be made only after notification has been given to the appropriate alarm monitoring facility. It shall be the responsibility of the person conducting the tests to advise tenants, building management and those normally responsible for and occupying the premises of the test in order to prevent unnecessary calls to the Ketchum fire department regarding audible signals.

9. Fire department notifications. The fire department duty officer shall be notified immediately whenever any required fire alarm system is placed temporarily out of service and upon restoration of service. (Review this for practicality)

907.10 Definitions.

Alarm Signal is an audible or visual signal, or both, indicating the existence of an emergency fire condition. Audible devices may be bells, horns, chimes, speakers or similar devices. Voice alarms and their messages shall be approved by the fire code official.

Alarm System is a combination of approved compatible devices with the necessary electrical interconnection and energy to produce an alarm signal in the event of fire or system activation.

Annunciator is equipment which indicates the zone or area of a building from which an alarm has been initiated, the location of an alarm initiating device or the operational condition of the circuits of the system.

Compatible means tested by a nationally recognized testing agency to function properly with the control unit monitoring system.

Control Unit is a unit comprising the controls, relays, switches and associated circuits necessary to (1) distribute power to a fire alarm system, (2) receive signals from alarm initiating devices and transmit them to alarm signaling devices and accessory equipment and, (3) electrically supervise the system circuitry.

False Alarms - An alarm signal necessitating response by the Ketchum fire department where an emergency does not exist. False alarms shall be classified as follows:

1. Nuisance Alarms - Alarms caused by factors which the alarm system is not intended to be activated by. This category shall include, but is not limited to, alarms caused by cooking smoke, inadequate housekeeping, construction dusts, and related building operations causing alarms.

2. Intentional Alarms - Alarm system activation or alarm signal transmission by any person knowingly, willingly, or recklessly when no emergency exists. This category shall include, but is not limited to, the activation of manual fire alarm pull stations; discharge of fire-extinguishing equipment or appliances; or activation of an alarm system in violation of orders issued under section 109.3 of this code.

3. Equipment Malfunction - An alarm caused by the failure of an alarm system or failure of peripheral equipment, causing or allowing an alarm signal transmission.

4. Undetermined Cause - An alarm system activation or transmission of an alarm signal for which the cause cannot or has not been determined by responding personnel and for which there is no apparent cause and alarms due to failure to maintain alarm systems in violation of orders issued under provisions of this code.

5. Good Intent - This category shall include, but is not limited to, alarms transmitted by an individual believing an emergency condition exists. Such alarms under this category shall not be held to constitute a violation of this code.

Initiating Device - Any manually or automatically operated equipment which, when activated, initiates an alarm through an alarm signaling device.

Inspection Contract - An agreement in writing with an alarm company to perform testing and inspection of a required fire alarm system for a certain contractual period of time. Such contract may include repair, installation and/or relocation of equipment, as necessary.

Maintenance Contract - An agreement in writing with an alarm company to perform repair, service and maintenance. Maintenance contracts may be required at the discretion of the fire code official for alarm systems shown to be subject to repeated false alarms. Such contract may include inspection, testing, installation and/or relocation of equipment, as necessary.

Required Fire Alarm - A monitored fire or smoke detection system required by this code.

Signaling Device is equipment that produces an approved alarm signal.

Smoke Detector is an approved device which senses visible or invisible particles of combustion. The detector shall bear a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly.

Voice Over IP (VOIP) is a methodology and group of technologies for the delivery of voice communications and multimedia sessions over internet protocol (IP) networks, such as the internet. VOIP networks are not approved methods for transmitting alarm signals to a monitoring station.

Zone is a building or defined area of a building as approved by the fire code official for purposes of identifying locations.

907.11 Performance Standards.

1. All required supervised alarm systems shall be afforded a thirty (30) day adjustment period commencing with the date of activation or issuance of a certificate of occupancy in order that the system may be brought to maximum efficiency. During that period of time, no penalty shall be assessed against the owner of the alarm system for system malfunctions. Intentionally caused false alarms, unauthorized service and tampering are not subject to the thirty (30) day grace period.

2. Alarm systems shall be allowed no more than:

2.1. Three (3) false alarms in a thirty (30) day period.

2.2. Six (6) false alarms in a one hundred eighty (180) day period.

2.3. Nine (9) false alarms in a three hundred sixty (360) day period.

The owner of any alarm system found to have a false alarm rate in excess of the foregoing number of allowable alarms per specified time period, shall receive written notice of violation and the fire code official may require compliance with section 202 of this code, Fire Watch.

3. After the adjustment period, the owner of an alarm system transmitting a false alarm, upon the issuance of a written order by the responding officer or his agent, shall be required to do one and/or more of the following:

3.1. Show a material change in employee training. Such training may be conducted by a representative of the owner or by or in conjunction with a representative of an alarm company.

3.2. Show written proof that the alarm system has been inspected and tested by an alarm company and detected faults have been repaired.

3.3. Show written proof that peripheral equipment has been relocated in accordance with applicable design standards and applicable codes by an alarm company. It is understood, however, that none of the aforementioned requirements shall pertain to a situation where a person reported or transmitted an alarm with good intent as set forth in section 907.10 of this code, the definition of false alarms.

4. Any alarm system owner having complied with orders issued as required by this section, and whose alarm system is still subject to repeated false alarms may be required to participate in a discussion with a representative from the fire department, the owner of the alarm system or his agent, and the alarm company responsible for the installation and/or service and/or the maintenance of the alarm system, for the purpose of determining the cause(s) of and solutions(s) to the problem(s). Orders may be issued to their alarm system owner to facilitate the resolution of the false alarm problem under the foregoing section of this code.

15.08.060: CHAPTER 56 EXPLOSIVES AND FIREWORKS AMENDMENTS:

Chapter 56: Said International Fire Code is hereby revised by amending chapter 56, as follows:

A. 5601.1.3 Fireworks.

The possession, manufacture, storage, sale, handling and use of fireworks is prohibited other than non-aerial common fireworks as defined by Idaho Code title 39 chapter 26. The possession, storage

or transport of any fireworks for the purpose of retail or wholesale sales in the city of Ketchum is prohibited. The possession, storage, use or transport of special fireworks as defined by Idaho Code title 39 chapter 26 or fireworks 1.3G requires a permit from the fire code official.

Section 5601.2.2 is deleted in its entirety and new section 5601.2.2 is added as follows:

1. Retail Sales Of Fireworks: It shall be unlawful to import, export, possess for the purpose of sale, offer for sale, or sell any fireworks 1.3G, fireworks 1.4G or non-aerial common fireworks for any purpose within the city of Ketchum.

2. The manufacture of fireworks within the city of Ketchum is prohibited.

3. Liability Of Parents Or Guardians: The parents, guardians or other persons having custody or control of a minor shall be liable for damage caused by the use of fireworks by the minor.

4. Comply With Idaho State Fireworks Act: It shall be the duty of every person to comply with all the provisions of chapter 26, title 39, Idaho Code, Idaho state fireworks act and of this code. Violation of the act or any provisions of this ordinance by the permittee, or by any of their agents, employees, or officers shall constitute a cause, in and of itself, to deny any subsequent application for a permit.

B. 5602 Definitions. The following definitions are added to section 5602:

Authority Having Jurisdiction is the fire chief, fire code official or officer of the fire department in charge.

Non-Aerial Common Fireworks means any fireworks such as ground spinners, fountains, sparklers, smoke devices or snakes designed to remain on or near the ground and not to travel outside a fifteen (15) foot diameter circle or emit sparks or other burning material which land outside a twenty (20) foot diameter circle or above a height of twenty (20) feet. Non-aerial common fireworks do not include bottle rockets, firecrackers, jumping jacks, or similar products.

Wholesale means sale of fireworks to a retailer or wholesaler.

C. Section 5609 Temporary Storage of Consumer Fireworks is deleted in its entirety.

15.08.070: APPENDIX D AMENDMENTS:

Appendix D: Said International Fire Code appendix D is amended by deleting section D105.1 in its entirety and adopting a new section D105.1 as follows:

D105.1 Where Required.

Where the vertical distance between the grade plane and the highest roof surface exceeds 35 feet (10 668 mm), approved aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

I. Establishment And Duties Of The Fire Department:

1. The international fire code as adopted and amended herein shall be enforced by the fire

department of the city of Ketchum and shall be operated under the supervision of the fire chief.

J. Definitions: Wherever the word "jurisdiction" is used in the international fire code, it is the city of Ketchum, Idaho. Where the party responsible for the enforcement of the international fire code is given the title of "fire code official", add the following definition: Fire code official is the fire chief for the fire department of the city of Ketchum, Idaho. Wherever the term "corporation counsel" is used, it shall mean the city attorney of the city of Ketchum, Idaho. (Ord. 1125, 2014)

15.08.080: NEW APPENDIX O FIRE PROTECTION CHARACTERISTICS ADOPTED:

That a new local appendix O, Fire Protection Characteristics, is adopted as follows:

Section 1. Exterior construction features

101. Exterior glazing

Exterior windows, window walls, and glazed doors, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block or have a fire protection rating of not less than 20 minutes.

102. Vents

Attic ventilation openings, foundation or underfloor vents, or other ventilation openings in vertical exterior walls and vents through roofs shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed 1/8", or shall be designed and approved to prevent flame or ember penetration into the structure.

103. Exterior Doors

Exterior doors shall be approved non-combustible construction, solid core wood not less than 1 3/4", or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with section 101

Exception: Vehicle access doors.

104. Gutters And Downspouts.

Gutters and downspouts shall be constructed of noncombustible material. Gutters shall be provided with an approved means to prevent the accumulation of leaves and debris in the gutter.

Section 2. Defensible Space Required

Defensible spaces are required in the City of Ketchum and shall be maintained in accordance with Section 2.

201. Fire Resistive Vegetation

Nonfire-resistive vegetation or growth shall be kept clear of buildings and structures, in such a manner as to provide a clear area for fire suppression operations.

202. Responsibility

Persons, owning leasing, controlling, operating, or maintaining buildings or structures are responsible for maintenance of defensible spaces. Maintenance of the defensible space shall include modifying or removing nonfire-resistive vegetation and keeping leaves, needles, and other dead vegetative material regularly removed from decks, roofs, gutters, and from around foundations of buildings and structures.

203. Trees

Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum horizontal clearance of 10 feet. Tree crowns within 30 feet of any structure shall be pruned to remove limbs located less than 6 feet above the ground surface adjacent to the trees.

203.1 Chimney Clearance

Portions of tree crowns that extend to within 10 feet of the outlet of any chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet.

EXHIBIT C

ORDINANCE NO. 1217

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15, BUILDINGS AND CONSTRUCTION, REPEALING CHAPTER 15.04, BUILDING CODES; ADOPTING A NEW CHAPTER 15.04, BUILDING CODES; REPEALING CHAPTER 15.08, FIRE CODES; ADOPTING A NEW CHAPTER 15.08, FIRE CODES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1217 of the City of Ketchum, Blaine County, Idaho, adopted on _____ 2021, is as follows:

SECTION 1. Amends Chapter 15.04, Building Codes, by repealing the existing Chapter 15.04, which contains local amendments to the 2012 International building code, residential code, energy code, existing building code, and property maintenance code, and replacing it with a new Chapter 15.04, Building Codes, which contains local amendments to the 2018 International Building, Residential, Energy Conservation, Swimming Pool and Spa, Existing Building and Property Maintenance codes as adopted by the state of Idaho.

SECTION 2. Amends Chapter 15.08, Fire Codes, by repealing the existing Chapter 15.08, which contains local amendments to the 2012 International Fire Code, and replacing it with a new Chapter 15.08, Fire Codes, which contains local amendments to the 2018 International Fire Code as adopted by the state of Idaho.

SECTION 3. Establishes a savings and severability clause.

SECTION 4. Established a repealer clause.

SECTION 5. Provides for publication by summary.

SECTION 6. Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Katrin Sharp, Deputy City Clerk



City of Ketchum

January 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Consider and Act on Development Agreement Amendment
Application P20-122 to Extend Development Agreement 20427 for the Project Located at 1st and 4th Street,
391 First Avenue, Jack Bariteau, Applicant**

Recommendation and Summary

Staff is recommending the council consider and act on the proposed development agreement amendment and if in support, adopt the following motion:

I move to approve Amendment #1 to Development Agreement 20427

The reasons for the recommendation are as follows:

- On January 12, 2021, the Planning and Zoning Commission considered the proposed amendment and recommended Council approval of the amendment subject to additional changes;
- Without the amendment, the applicant will be unable to meet the performance dates in the Development Agreement.

Introduction and History

In December 2020, the City Council approved Development Agreement 20427 for the 1st and 4th mixed use development (Attachment A). The Agreement contains specific performance dates. Due to issues outlined in the December 7, 2020 letter from the applicant's attorney and the December 22, 2020 email from Mr. Bariteau, (Attachment B), the applicant, Jack Bariteau is requesting an amendment to the Development Agreement 20427 to extend the performance dates for the project (Attachment C).

On January 12, 2020, the Planning and Zoning Commission reviewed the amendment request and on a vote of 3 in favor and 2 against, recommended the City Council approve the amendment subject to additional revisions. The Planning and Zoning Commission action is described later in this report.

Staff is recommending the Council review the requested amendments, consider the Planning and Zoning Commission recommendations, and act on the proposed amendment.

Existing Development Agreement 20427

Development Agreement 20427 contains the following provisions:

Section 3 Right to Develop: "Pursuant to KMC §17.96.090, the design review approval on this Project shall be valid for twelve (12) months from the date of final decision on the associated Findings of Fact, Conclusions of

Law, and Decision. Application for a building permit must be done within this time as specified in KMC §17.96.090(A)(2). Any extension shall only be as allowed and specified in KMC §17.96.090.

Any application for a building permit submitted by Owner shall substantially comply with the requirements of applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A building permit must be obtained within fourteen (14) months from the date of the final decision on the associated Findings of Fact, Conclusions of Law and Decision, and a certificate of occupancy must be obtained for the Project no later than 18 months after the building permit is issued unless the time for completion of the Project is extended by the City Council.”

Staff Comment: The design review application findings of fact were approved on June 10, 2019. The design review permit was valid until June 10, 2020. The development agreement required a building permit application to be submitted by June 10, 2020 and a building permit to be issued by August 10, 2020. A certificate of occupancy is required within 18 months of the date the building permit is issued. The applicant is requesting an extension of these performance dates.

Section 13 Term. “The term of this Agreement shall be two years and eight months (2 years 8 months) from the date of the final decision on the associated Findings of Fact, Conclusions of Law and Decision except such term will not be considered to supersede or amend the standard validity periods as specified in KMC, which may be shorter as to specific approvals and necessary steps (e.g. KMC §17.96.090 specifying that design review approval is only valid for twelve months without additional steps for extension).”

Staff Comment: The findings of fact were approved June 10, 2019 and the agreement would be in effect until February 10, 2022. Because the project has not yet started construction, the applicant is proposing to extend the effective date of the agreement.

Section 16 q: Force Majeure. “If either party hereto is delayed in the performance of any of its obligations hereunder because of abnormal and unforeseeable inclement weather, material shortages, labor shortages, dispute or strike, civil strife, acts beyond the reasonable control of the delayed party including acts of God, and actions by the United States of America, the State of Idaho, the City or any of their agencies, the time of performance hereunder, shall be reasonably extended for the same time as lost by the cause hereinabove set forth. Any claim of a force majeure event must be submitted to the other party within thirty days of such event.”

Staff Comment: The applicant is requesting to amend this section to include a Pandemic as a reason to extend the timelines in the Agreement.

Analysis

Attachment C Contains the amendments proposed by the applicant, staff and the Planning and Zoning Commission.

Staff is in general agreement with extending the performance dates due to the challenges of COVID-19. Staff is recommending the following key changes to the applicant’s request:

Section 2.1: Staff is recommending adding a date when the building permit must be obtained by the applicant for the project. Because the date for the certificate of occupancy and the effective date of the Agreement are tied to issuance of building permit, there needs to be a date when the applicant must obtain the building permit. Otherwise, the possibility exists the applicant may delay obtaining a building permit and the agreement and completion of the project could be a significant period of time. The existing development agreement contains a deadline for obtaining a building permit and staff recommends the amendment also contain a deadline for obtaining a building permit.

Section 2.3: The applicant is proposing to add a Pandemic as a reason for invoking the Force Majeure clause of the Agreement. Staff does not support this addition. The addition of Pandemic is ambiguous and will lead to different interpretations as to the meaning and length of automatic extension for the project. Instead, if there are additional delays due to a future Pandemic, the applicant can return to the City for an amendment to the Agreement.

Planning and Zoning Commission Action

The Planning and Zoning Commission met on Tuesday January 12, 2021 to review and make a recommendation to the City Council on the proposed amendment. The Commission voted 3-2 to recommend approval of the amendment subject to additional changes in addition to those proposed by staff.

The Commission was in general support of design of the project as originally approved. Two Commissioners did not support the amendment and expressed concern about the applicant's ability to complete project, concern that development activity in Ketchum is robust and there is no need to continue granting exceptions to facilitate more development, and if this applicant wants to move ahead with the project, the project can go back through the permitting process.

The Commissioners in favor of the amendment were supportive of a modest extension but wanted shorter performance periods so the project does not stall. The Commission recommended two changes to the proposed amendment agreement:

- Modify Section 2.1, Obtain a Building Permit, within 60 days of approval of City Council approval of the Development Agreement Amendment. Staff recommended 90 days and the Commission is recommending 60 days in order to keep the city and the applicant moving forward on the project.
- Modify Section 2.1, Submit Evidence of a Construction Loan Recordation. The Commission recommended this section be modified to prohibit site excavation until the construction loan is recorded. There are two way to accomplish this recommendation. The first is to add language indicating site excavation may not occur until the loan is recoded. The other approach would be to require the recording to occur prior to issuance of a building permit.

Public Comment

Dave Wilson, property owner at the south end of the alley behind the project expressed concern about access to his property if the alley improvements were not completed before next winter. He asked that if the amendment is approved, the City add a condition requiring completion of the alley improvements before November 1, 2021.

Pat Cooley, with the Water Department, has requested a condition requiring the applicant to abandon the Ketchum Springs Water Line behind the project and install the associated connections before the trenching moratorium period begins in the downtown. This would require the work to be completed before July 2021.

Should Council agree with the request, language could be included in this amendment.

Financial Impact

There is no financial impact associated with the recommended action.

Attachments:

Attachment A: Development Agreement 20427

Attachment B: December 7, 2020 and December 22, Email from Applicant

Attachment C: Proposed Development Agreement Amendment



RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:	
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(SPACE ABOVE LINE FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT #20427

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is dated for reference purposes this 16 h day of Decembe , 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“**Ketchum**” or “**City**”) and JACK E. BARITEAU, JR. as Trustee of the JACK E. BARITEAU, JR. SEPARATE PROPERTY TRUST, under agreement dated October 2, 1996 and MAIN DRIVE PROPERTIES, LLC, a Tennessee limited liability company (collectively “**Owner**”, and together with the City, the “**Parties**”).

BACKGROUND AND CONTEXT

A. Ketchum is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to vacate rights-of-way, to grant variances to building height restrictions, to remove lot lines, grant rights to exceed building floor area ratio limitations, to grant licenses to encroach into the public right-of-way and the power to contract. A development agreement between the Parties is a collaboration that will provide mutual benefit for the Parties, businesses in the Commercial Core District and residents of the City.

B. Owner owns the real property situated in the State of Idaho, County of Blaine, commonly known as 391 N. 1st Avenue, Ketchum, Idaho and more particularly described as Lots 1 and 2 of Re-Division of Lots 1 and 2, Block 57, Original Ketchum Townsite, according to the plat thereof, recorded as Instrument No. 191607, records of Blaine County, Idaho (“**Property**”).

C. Owner has petitioned City to amend the current Property description to (a) vacate the common internal lot line between Lots 1 and 2 of the Property and (b) include the vacated fifteen-foot by one hundred and ten-foot (15’ x 110’) portion of alleyway adjacent the Property in Block 57, as more particularly described in paragraphs 5 and 6 above.

D. Owner has applied for design review approval for construction of improvements on the Property (“**Project**”) consisting of an approximately 34,729 gross square foot mixed use residential and commercial building to be constructed on and over a 15,225 square foot underground garage parking which will provide substantial public benefits, including a master lease of apartment units to Trail Creek Fund, LLC, successor Harriman Hotel, LLC, or other successor (“**Hotel Developer**”) to fulfill its obligation for hotel employee housing as set forth in the June 4, 2018 First Amendment to the Amended and Restated Development Agreement between the City and Trail Creek Fund, LLC. City acknowledges the square footages recited are

approximate and the actual square footages will not be known until construction documents are prepared and submitted to the City for a building permit following which submittal the actual square footages shall apply to the Project.

E. The Parties agree that the Property shall be developed in accordance with this Agreement; all applicable City ordinances; and any additional conditions and requirements imposed upon the Property by the Ketchum Planning and Zoning Commission (“**Commission**”) and/or City Council (“**Council**”) during the design review, vacation, development agreement, plat amendment, and 4th Street / 1st Avenue encroachment approval processes.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties agree as hereinafter provided.

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.

2. Incorporation of Related Findings, Agreements, Approvals, Permits and Plans. The following findings of fact, approvals, permits, plans, and documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full:

- a. Findings of Act, Conclusion of Law, and Order regarding the request for vacation;
- b. FAR Exceedance Agreement;
- c. Preliminary and final plat documents and approvals;
- d. Decision and orders related to the 1st & 4th Mixed Use Building Design Review;
- e. Decision and orders related to Owner’s application for encroachment;
- f. Design review drawings;
- g. Alley, 1st Avenue, and 4th Street sidewalk and landscaping plans;

Any material failure to comply with the terms and conditions of any of the above-referenced documents shall constitute a breach of this Agreement.

In the event of any inconsistency between the terms and conditions of this Agreement and the findings of fact, approvals, permits and plans listed above, the more restrictive terms and conditions shall govern. Development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the date this Agreement is recorded and continue consistent with §17.96.090 of the Ketchum Municipal Code.

Owner may request to be bound by future amendments to the Ketchum Municipal Code (“**KMC**”), or other regulations, policies or guidelines affecting development, and such request

may be approved administratively, by the Commission, and/or by the Ketchum City Council consistent with the KMC.

3. Right to Develop. Subject to the requirements of this Agreement and KMC, the Owner and all future owners of some or all of the Property shall have the right to demolish all or any portion of the existing structures and redevelop, construct, improve and use the Property as a mixed use residential and commercial building as depicted and described in the approved plans incorporated into the Agreement as fully set forth in the recitals, including the Planning and Zoning Commission approved Pivot North Architecture plans approved on June 10, 2019 (“Plans”). The improvements on the Property shall be built exclusively as permitted under §17.96 of the KMC relating to design review approval. Any development of any portion of the Property substantially inconsistent with this Agreement or the design review approval for the Project shall constitute a breach of this Agreement by Owner.

Pursuant to KMC §17.96.090, the design review approval on this Project shall be valid for twelve (12) months from the date of final decision on the associated Findings of Fact, Conclusions of Law, and Decision. Application for a building permit must be done within this time as specified in KMC §17.96.090(A)(2). Any extension shall only be as allowed and specified in KMC §17.96.090.

Any application for a building permit submitted by Owner shall substantially comply with the requirements of applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A building permit must be obtained within fourteen (14) months from the date of the final decision on the associated Findings of Fact, Conclusions of Law and Decision, and a certificate of occupancy must be obtained for the Project no later than 18 months after the building permit is issued unless the time for completion of the Project is extended by the City Council.

A building permit application that does not substantially comply with the requirements contained in applicable codes, agreements, approvals, plans, permits and other project documents may be rejected by the City within a reasonable time after completing review of the application by providing written notice to Owner describing the non-compliance in detail unless the non-compliance is cured by Owner within thirty (30) days. If a building permit application contains material changes to the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this Agreement must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, all inconsistent terms and conditions of the approvals referenced in Section 2 shall be deemed to have been amended to conform the amendment to this Agreement.

4. FAR Exceedance Agreement. The Parties agree Owner may exceed the gross floor area ratio limitations under KMC §17.124.040 and construct improvements on the Property having a floor area ratio up to and including 2.25, pursuant to that separate FAR Exceedance Agreement, and all conditions thereon, entered into by the Parties, and hereby incorporated by reference.

5. Vacation of Alley. Owner has made application to the City for vacation of the alley right-of-way pursuant to KMC §16.04.050. If approved via separate City vacation process,

such order or decision on vacation, including any and all conditions thereon, is hereby incorporated by reference and made a part of this Agreement. Owner shall assume and be responsible for maintenance of the entirety of the alley, including appropriate snow and snowmelt maintenance, to be further specified by a separate alley maintenance agreement. Any such alley vacation shall be deemed null and void in the event the Project is not commenced and completed within the time limits set forth in this Agreement.

6. Removal of Lot Lines and Inclusion of Vacated Alley. Owner has made application to the City for removal of the lot lines bisecting the Property, pursuant to Part L of KMC §16.04.030. As set forth in the April 2019 Preliminary Plat by Benchmark Associates, subject plat amendment will remove the lot line bisecting the Property and include the vacated portion of alley described in paragraph 5 above into a new Lot 1B, Block 57, Original Ketchum Townsite (“**Amended Property**”). Notwithstanding the City approval of the final plat map, the final plat map reflecting such changes shall not be recorded and become effective until after issuance of the Certificate of Occupancy for the Project.

7. Sidewalk Improvements. Owner has proposed and hereby commits for the Project to include ten-foot wide sidewalks along both 1st Avenue and 4th Street. All of the proposed sidewalk improvements along 4th Street are in the public Right of Way (“**ROW**”), while half of the sidewalk improvements (+/- 5’ wide) along 1st Avenue are in the public ROW. Subject sidewalk improvements include snowmelt, raised landscape planters, street trees with decorative tree grates, public art, bike racks, pedestrian walkway lighting, and street lighting. Final approval of subject improvements will be subject to review and approval through a separate encroachment agreement and to assure compliance with federal ADA and city standards. Such encroachment agreement shall be obtained prior to issuance of a building permit for the Project.

8. Encroachment on Right of Way. Owner has made application to the City for license for encroachments along the public Right of Way (“**ROW**”) for proposed sidewalk improvements along 4th Street, pursuant to KMC 12.08.040. If approved via separate City encroachment process, such order or decision on encroachment, including any and all conditions thereon, is hereby incorporated by reference and made a part of this Agreement.

9. On-Site Employee Housing Units. Owner commits to construction and provision of on-site employee housing units as specified in the Planning and Zoning approved design review documents, dated May 31, 2019. Three of such depicted units shall be deed-restricted community housing units, with such covenant to be managed by Blaine County Housing Authority. Twelve such depicted units shall be dedicated to on-site employee housing. In the event Owner determines not to use such for on-site employee housing, then such units shall be committed as deed-restricted community housing units, with such covenant to be managed by Blaine County Housing Authority.

10. Master Lease of Employee Housing Units. The Parties agree Owner may enter into a master lease with the Hotel Developer for apartment units containing at least eighteen (18) beds and thereby satisfy those certain related obligations of Trail Creek Fund, LLC under the Amended and Restated Development Agreement dated October 15, 2015 as amended by the Corrected Amendment to Amended and Restated Development Agreement dated June 21, 2016

and the First Amendment to Amended and Restated Development Agreement dated June 4, 2018 (“**Hotel Development Agreement**”). All apartment units leased to the Hotel Developer may be subleased, assigned or otherwise made available to employees of the Hotel Developer on terms and conditions determined by it in the exercise of its discretion. If the Hotel Development Agreement is terminated for any reason the apartment units shall cease to be governed by the master lease and all use restrictions of the Hotel Development Agreement. Any such units committed to Hotel Developer as satisfaction of Hotel Developer’s obligations may not also be counted as satisfaction of any required units necessary under the FAR Exceedance Agreement for the Project. Units satisfying the requirements of the FAR Exceedance Agreement may be included in the master lease with the Hotel Developer.

11. Conditions to Owner’s Obligations. Owner’s obligations hereunder are conditioned upon (1) receiving all the referenced approvals from the City and (2) securing financing for the Project. If either of those conditions (or part of one) is not satisfied, then this Agreement shall no longer be valid.

12. Required Improvements by Owner. Prior to issuance of a building permit, Owner agrees to provide the City an irrevocable letter of credit for completion of the improvements to both 4th Street and the vacated Block 57 alleyway consistent with the referenced approvals, plans and other documents. Subject security shall be approved as to both form and amount by the Ketchum City Council after receiving input from the City Attorney and City Engineer. The amount of security shall be at 150% of engineering estimates for the improvements.

13. Term. The term of this Agreement shall be two years and eight months (2 years 8 months) from the date of the final decision on the associated Findings of Fact, Conclusions of Law and Decision except such term will not be considered to supersede or amend the standard validity periods as specified in KMC, which may be shorter as to specific approvals and necessary steps (e.g. KMC §17.96.090 specifying that design review approval is only valid for twelve months without additional steps for extension).

14. Financing. Prior to the issuance of a building permit for the Project, Owner shall provide evidence to the reasonable satisfaction of the City Council of Owner’s receipt of one or more funding commitments for the cost of construction of the Project. Within sixty days after the issuance of a building permit for the Project, Owner shall provide evidence to the City of closure of the construction financing, such as a deed of trust to secure a construction loan, for completion of the Project. Owner shall not commence additional excavation or construction work on the Property except as may be required to maintain existing permits until receipt of City approval of such financing commitment

15. Site Restoration. Owner shall submit to City, prior to issuance of building permit, a Site Restoration Plan and a security instrument naming City as beneficiary sufficient to fund such restoration. The Restoration Plan shall:

- a. Identify a clear restoration plan sufficient to restore site to finished elevations compatible with neighboring streets and residences, including landscaping and other details, and subject to City review and approval;

- b. Be accompanied by a licensed engineer's estimate of one hundred and fifty percent (150%) of the estimated reclamation costs, with such estimate subject to verification and approval by the City not to be unreasonably withheld, delayed or conditioned;
- c. Be accompanied by a letter of credit or performance bond naming City as beneficiary, with the proposed method and form of such security subject to City review and approval not to be unreasonably withheld, delayed or conditioned, in the amount of the 150% reclamation cost estimate and provide for the City to immediately pursue reclamation and restoration on the site in the event of a material failure of condition, other material breach of the Development Agreement, or abandonment of the Project.

In the event Owner materially fails a condition or otherwise breaches this Amendment and/or the Agreement then City shall be entitled to immediately commence reclamation and restoration pursuant to such Restoration Plan and security instrument.

16. Miscellaneous Provisions.

a) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Ketchum or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Ketchum's Zoning Ordinance, Ketchum's Subdivision Ordinance, and Planned Unit Development requirements for the Property.

b) Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties and as evidenced by amended plats and development plans.

c) Specific Performance. In the event of a breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

d) Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.

e) Notices. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:

City of Ketchum
Post Office Box 2315
Ketchum, ID 83340
Attn: John Gaeddert, Planning Director
Telephone: 208.726-7801
Email: jgaeddert@ketchumidaho.org

Notices given to Owner shall be addressed as follows:

Jack E. Bariteau, Jr.
Post Office Box 84
Sun Valley, ID 83353
Telephone: 650.906-5636
Email: jack@waypointsunvalley.com

with a copy to:

Lawson Laski Clark & Pogue, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
Attn.: Edward A. Lawson
Telephone: 208.725-0055
Email: eal@lawsonlaski.com

A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

f) Reliance by the Parties. This Agreement is intended by Owner to be considered by Ketchum as part of Owner's application for design review approval for the Project and the ancillary applications referenced. Owner acknowledges and intends the City to consider and rely upon this Agreement in its review and consideration of said applications.

g) Relationship of Parties. It is understood that the contractual relationship between City and Owner is such that neither party is the agent, partner, or joint venturer of the other party.

h) Successors and Assigns; Covenant Running With the Land. This Agreement shall inure to the benefit of City and Owner and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns. City acknowledges and agrees Owner may assign its rights hereunder to a new entity formed for the purpose of developing the Property or to a lender providing a construction or permanent loan, or both.

i) Recordation and Release. This Agreement shall be recorded with the Blaine County Recorder. The Parties agree to execute all appropriate documentation to cause the encumbrance of this Agreement to be terminated in the event of termination.

j) No Waiver. In the event that City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

k) Partial Invalidity. In the event any portion of this Agreement, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part hereof.

l) Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto. Excluding formal conditions placed upon the design review approval, subsequent plat approvals or other matters related to the public process, no representations or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

m) Exhibits. All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.

n) Authority. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

o) Recitals. The Recitals are incorporated herein and made a part of this Agreement by this reference.

p) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either party with respect to this Agreement or the subject matter hereof. Venue shall be in Blaine County, Idaho.

q) Force Majeure. If either party hereto is delayed in the performance of any of its obligations hereunder because of abnormal and unforeseeable inclement weather, material shortages, labor shortages, dispute or strike, civil strife, acts beyond the reasonable control of the delayed party including acts of God, and actions by the United States of America, the State of Idaho, the City or any of their agencies, the time of performance hereunder, shall be reasonably extended for the same time as lost by the cause hereinabove set forth. Any claim of a force majeure event must be submitted to the other party within thirty days of such event.

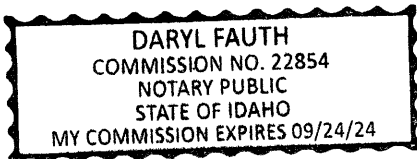
Subscribed and sworn before me on this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared WILLIAM ALLISON known or identified to me to be the Managing Member of MAIN DRIVE PROPERTIES, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Notary Public
Residing at _____
My Commission Expires _____

State of IDAHO)
)ss.
County of)

On this 17th day of December, 2019, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known or identified to me to be the Trustee, or one of the Trustees of THE JACK E. BARITEAU, JR. SEPARATE PROPERTY TRUST under trust agreement dated October 2, 1996, and acknowledged to me that by said Trustee's signature on the foregoing instrument, the foregoing named Trust executed the same.



[Handwritten Signature]

My Commission Expires 9/24/24
Notary Public for Idaho
Residing At Idaho, ID

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Main Drive Properties, LLC, a Tennessee limited liability company

City of Ketchum, Idaho, a municipal corporation

By: William Allison
William Allison, Managing Member

By: _____
Neil Bradshaw, Mayor

Jack E. Bariteau, Jr. as trustee of the Jack E. Bariteau, Jr. Separate Property Trust
u/a/d October 2, 1996

Attest: _____
Robin Crotty, City Clerk

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
County of Blaine)

Subscribed and sworn before me on this ____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared NEAL BRADSHAW, known to me to be the Mayor of the CITY OF KETCHUM, IDAHO and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City Of Ketchum, Idaho.

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

Notary Public
Residing at _____
My Commission Expires _____

STATE OF)
)ss.
County of)

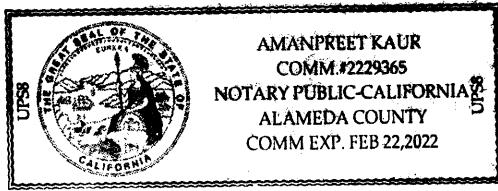
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn before me on this 17 day of Dec, 2019, before me a Notary Public in and for said State, personally appeared WILLIAM ALLISON known or identified to me to be the Managing Member of MAIN DRIVE PROPERTIES, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Amankaur

Notary Public
Residing at Emeryville CA
My Commission Expires Feb 22, 2022



State of IDAHO)
)ss.
County of)

On this _____ day of _____, 2019, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known or identified to me to be the Trustee, or one of the Trustees of THE JACK E. BARITEAU, JR. SEPARATE PROPERTY TRUST under trust agreement dated October 2, 19967, and acknowledged to me that by said Trustee's signature on the foregoing instrument, the foregoing named Trust executed the same.

My Commission Expires _____
Notary Public for Idaho
Residing At _____

December 7, 2020

Ms. Suzanne Frick, Administrator
City of Ketchum
480 East Avenue N.
Post Office Box 2315
Ketchum, ID 83340

Re: Jack E. Bariteau, Jr. and Main Drive Properties, LLC
Mixed Use Project at 391 N. 1st Avenue
Our File No. 70359-020

Dear Suzanne:

I and my firm represent Jack E. Bariteau, Jr. as trustee of the Jack E. Bariteau, Jr. Separate Property Trust and Main Drive Properties, LLC the owners ("Owners") of the property a 391 N. 1st Avenue ("Property") entitled for a 34,729 square foot mixed use residential and commercial project ("Mixed-Use Project"). In our representative capacity we have been asked to reply to your December 2, 2020 letter regarding the above-referenced matter.

For the reasons summarized below we request the City of Ketchum ("City") acknowledge and agree that the Owners' performance obligations referred to in your letter be extended pursuant to Section 16(q) of the December 16, 2020 Development Agreement #20427 between the City and the Owners ("Development Agreement").

Initially it must be observed, the Mixed-Use Project is inextricably related to and being pursued to fulfill obligations for employee housing associated with the Harriman Hotel Project. See, Recital paragraph D and Sections 9 and 10 of the Development Agreement. As such, the ability to fulfill the Owners' obligations under the Development Agreement are materially impacted by decisions the City has made in connection with the Hotel Project. In particular, the ability to prove the existence of financing under Section 14 of the Development Agreement is adversely affected by the City's decision to assert a breach of the Hotel Project development agreement. This is because as the City knows a master lease between the Owners and the Hotel for the employee housing and the payment of rent is contemplated as an element of the Mixed-Use Project. Therefore, the questions raised by the City's decisions challenging the viability of the Hotel Project affect the viability of the Mixed-Use Project.

Significant delays in the Mixed-Use Project occurred due to the City's determination that the proposed alley vacation required an amendment to its zoning ordinance to permit dead end alleys in the public right of way all after the Planning and Zoning Commission had approved the project in June of 2019. The decision resulted in months of delay in the Owners'

ability to move forward with the project design team to complete construction permit ready drawings, obtain bids and seriously explore construction financing of the Mixed-Use Project.

The virus and measures addressing it create uncertainty and make performance of obligations essential to development of the Mixed-Use Project simply impossible. During this period of uncertainty, the completion of design and pricing effort has been seriously interrupted. Design team consultants have been furloughed or key personnel are working from home part time. As a result, the final plans, construction drawings, off-site civil engineering and landscape design plans within the City right-of-way and general contractor requirements were significantly delayed.

Material supply chain problems also exist as supplier factories have been shuttered or are working with a minimal staff. Some vendors will not even quote pricing in key component areas. Insurance issues have arisen regarding how to effectively plan for social distancing to avoid infection among construction workers. Builder's Risk insurance, like other policies of this type, is not offering coverage for pandemic or viral infections that could be attributed to working on the site and within the building as it is erected. Conrad Brothers, the general contractor, is presently evaluating its overall building responsibilities and liabilities once commencing construction is deemed to be safe.

In the context of the foregoing, the City continued to process applications, work with the Owners and Benchmark Engineering and Rob King on the public improvements on Fourth Street and First Avenue North, the final alley design and satisfying neighboring property concerns regarding the balance of the public alley that will not be vacated by the City and otherwise perform its obligations under the Development Agreement. As an example, the Right-Of-Way Encroachment Agreement was finally approved in form and then executed on October 19, 2020, or four months after the purported expiration of design review approval of the Mixed-Use Project. These ongoing actions led the Owners' to reasonably believe the City was not intending to assert a breach of the Development Agreement. The Owners further proceeded to have the project consultant team restart the construction drawings once the project team could resume its work in office in Boise and submit to the City the required building permit set of drawings as prepared by Pivot North Architecture on September 30, 2020. The Owners paid the initial requisite Agency Review fees of \$126,221.00.

In view of the foregoing conditions Owners have been and will be hindered, delayed or prevented from the performance of their obligations under the Development Agreement. Owners believe their performance is excused by the common law doctrines of impossibility or impracticability of performance and under the Force Majeure provision of Section 16(q) of the Development Agreement which provides in part as follows:

"In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement because of acts beyond the

Ms. Suzanne Frick
December 4, 2020
Page 3

reasonable control of the delayed party, including acts of God and actions by . . . the City, then the time for performance hereunder shall be reasonably extended for the same time as lost by the cause hereinabove set forth.”

Clearly the global pandemic caused by the coronavirus is an “act of God” beyond Owners’ reasonable control. Similarly, the government regulations enacted in response to the virus and the decisions to amend the zoning ordinance and assert a breach of the Hotel Project development agreement are “actions by the City” which have “delayed or hindered or prevented” performance of the Owners’ obligations under the Development Agreement. In any event, the risk of non-performance due to the virus and the decisions by the City were not expected or foreseeable and therefore it was assumed such an event and decisions would not occur and performance has been rendered impossible or impracticable.

The Owners are disappointed in the delays caused by all of the unprecedented and unforeseeable conditions and wish to assure the City they remain committed to beginning the improvements which are an integral part of the Mixed-Use Project as soon as reasonably possible. Toward that end, we would request that the City acknowledge the time delays that have resulted from the public alley issues that resulted in the Development Agreement not being fully approved and recorded until December of 2019 and recognize the impacts of the pandemic under the force majeure language cited above. If you feel it would be best to meet and confer with the City in person to allow the project to proceed with extended timelines reflective of the ongoing pandemic and prior delays, please let me know at your earliest convenience.

Sincerely,

LAWSON LASKI CLARK, PLLC



Edward A. Lawson

cc: Neil Bradshaw, Mayor
Mathew Johnson
Jack Bariteau
Paul Conrad

From: [Jack Bariteau](#)
To: [Suzanne Frick](#); [Jade Riley](#); [Matthew A. Johnson](#); [Neil Bradshaw](#); [Edward Lawson](#); [Jim Laski](#)
Subject: Development Agreement #20427 - Extension Application -
Date: Tuesday, December 22, 2020 12:30:17 PM

Good afternoon: Per our meeting at City Hall on December 17, 2020 regarding the process for moving the development project along at 391 First Avenue North under Development Agreement #20427, I wanted to confirm with you that with the City's acceptance of the Development Agreement Extension Application and payment of the \$750.00 fee, that the project will be scheduled as we discussed for the Planning and Zoning Meeting on January 11, 2021 and the City Council Meeting on January 18, 2021.

You are in receipt of the letter from Edward Lawson dated December 7, 2020 notifying the City of the causes for the delay of the project while these are clearly listed in Mr. Lawson's letter,

I would again like to reiterate that the delays in our ownership proceeding per the timelines in the Development Agreement and submission of the building permit application were caused by matters outside of our control. First and most importantly, the issue related to the then in place City ordinance that prohibited dead end alleys in the City, only came to light after the Findings of Fact that were approved by the Planning and Zoning Commission on June 10, 2019. This discovery by John Gaeddert, in his position as Planning Director for the City at that time, caused a whole new public review process to begin so as to propose and adopt a new ordinance to allow for dead end alleys. Second, comments and requests by our adjoining property owners (Plttman, Wilson and Theilen) that our project be responsible for the maintenance of the remaining alley as part of our project also grew in scope as now evidenced by the ROW Encroachment Agreement between the City and our ownership. Third, the City continued to review the offsite improvement work to be performed by our project in the alley, on First Avenue North and Fourth Street and request changes in this overall final design in the public right of way that were finally resolved and that are now reflected and shown in the ROW Encroachment Agreement recorded on October 29, 2020. Lastly, we have been working expeditiously to secure the required construction loan commitment for the City Council's review. The letter from Suzanne has pushed back this process and it is imperative that we receive an extension of the Development Agreement by mid January to keep this effort on course.

The City Council then approved the Development Agreement and it was recorded on December 20, 2019. At this point, I turned to our project architect, Pivot North Architecture, and all related consultants to prepare building permit set drawings for submission to the City prior to the expiration of the Findings of Facts in mid June, 2020. In mid March this work effort was interrupted, as we are all aware by the outbreak of COVID-19, and resulted in the subsequent stoppage of work by many of our consultant team. Finally, we were able to get the team restarted and submitted for building permit on September 26, 2020 and paid \$126,121 in permit fees to the City. Not until I received a letter from Suzanne Frick on December 2, 2020, did it become readily apparent that the City indicated that the building permit would not be issued because the date of the Findings and Facts had been deemed to have expired.

Jade indicated during our meeting that our ownership should have requested an extension of the Findings and Facts while all of these additional processes were going on. Our view is that the pandemic and City's new ordinance process clearly interfered with our ability to proceed and therefore force majeure would definitely apply and extend our timelines accordingly. I

trust that the City recognizes the extenuating circumstances that caused us to not meet the timeline for submission of the building permit application exacerbated by the ongoing pandemic and grant our requested extension of the Development Agreement to allow us to construct this building and open the project by late Spring to early Summer 2022.

Please let me know if you have any questions at your earliest convenience.

Sincerely,

Jack Bariteau

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

(Space Above Line For Recorder's Use)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT #20427

This Amendment ("Amendment") is made as of January __, 2021 by and between the City of Ketchum, Idaho ("Ketchum"), a municipal corporation, and Main Drive Properties, LLC, a Tennessee limited liability company and Jack E. Bariteau, Jr. as trustee of the Jack E. Bariteau Jr. Separate Property Trust, dated October 2, 1996 (collectively "Owner", and together with Ketchum, the "Parties").

1. Recitals. This Amendment is made in contemplation of the following facts and purposes:

1.1 Ketchum and Owner are parties to Development Agreement #20427 ("Agreement"), dated December 16, 2019, and recorded on December 20, 2019 in the records of Blaine County, Idaho as Instrument No. 665841, under and by virtue of which the Parties established certain rights and obligations with regard to the ~~development annexation~~ of the real property commonly known as 391 N. 1st Avenue, Ketchum, Idaho ("Property").

1.2 The parties desire to amend and supplement the Agreement as hereinafter provided pursuant to section 16. b) thereof.

1.2.1.3 ~~With the exception of the amendments in this Agreement, all terms of Agreement 20427 shall remain in effect.~~

2. Amendments. In view of the foregoing, the Parties agree to amend and supplement the Agreement including the extension of the design review approval to June 10, 2021, as follows:

2.1 The Parties have adopted the following schedule for the performance of the obligations of Owner under the Agreement and all related permits, approvals, and consents:

Performance Obligation

Completion Deadline

Subject to Section 3, Ssubmit for Building Permit

Building Permit submitted 9/26/20

~~Receipt of Building Permit~~

~~In Review. Subject to City issuance~~

<u>Subject to Section 3, Obtain a Building Permit</u>	<u>Within 60 90 days of approval of this Development Agreement Amendment</u>
<u>Subject to Section 8, Submit Right-Of-Way Encroachment Agreement</u>	Signed 10/19/20; Recorded 10/29/20
<u>Subject to Section 15, Submit Site Restoration Plan and Bond</u>	Prior to issuance of building permit
<u>Subject to Section 14, Submit Evidence of Construction Loan Commitment</u>	Prior to issuance of building permit
<u>Subject to Section 14, Submit Evidence of Construction Loan Recordation issuance.</u>	Within 60 days of building permit <u>No excavation may occur on the site until the construction loan is recorded and evidence is provided to the City.</u>
<u>Subject to Section 12, Submit Letter of Credit for Off Site Improvements</u>	Prior to issuance of building permit
<u>Subject to Section 3, Receipt of Certificate of Occupancy</u>	Within 18 months after issuance of building permit

2.2 Section 13 is amended to provide that the term of the Agreement shall be 2 years ~~and 8 months~~ from issuance of the building permit.

~~2.3 The terms “a pandemic” are added to the first sentence of Section 16 q after the word “including”.~~

3. Construction. This Amendment and the Agreement constitute one agreement between the Parties. In the event of any inconsistency between this Amendment and the Agreement the terms of this Amendment shall govern. All capitalized terms in the Agreement shall have the meaning in the Agreement when used in this Amendment, unless otherwise defined herein.

4. Ratification. The Agreement, as amended and supplemented by this Amendment, is hereby ratified and affirmed.

5. Counterparts. This Agreement may be executed in any number of counterparts.

This Amendment is executed by the Parties as of the date first above written.

Main Drive Properties, LLC, a Tennessee limited

City of Ketchum, Idaho, a municipal

liability company

corporation

By: _____
William Allison, Managing Member

By: _____
Neil Bradshaw, Mayor

By: _____
Jack E. Bariteau, Jr. as Trustee of the Jack E. Bariteau,
Jr. Separate Property Trust u/a/d October 2, 1996

STATE OF IDAHO)
)ss.
County of Blaine)

On this ____ day of _____, 2021, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known or identified to me to be the Trustee, or one of the Trustees of the Jack E Bariteau, Jr. Separate Property Trust under trust agreement dated October 2, 1996, and acknowledged to me that by said Trustee's signature on the foregoing instrument, the foregoing named Trust executed the same.

My Commission Expires _____
Notary Public for Idaho
Residing at _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2021, before me, a Notary Public in and for said State, personally appeared NEIL BRADSHAW, Mayor of the City of Ketchum, Idaho, known or identified to me to the person whose name is subscribed to the within instrument as the Mayor of the City of Ketchum, Idaho, and acknowledged to me that he executed the same as Mayor of the City of Ketchum, Idaho.

Notary Public for Idaho
Residing at _____
Commission expires _____

State of _____)
) ss.
County of _____)

On this ____ day of _____, 2021, before me, a Notary Public in and for said State, personally appeared WILLIAM ALLISON, known or identified to me to be the Manager of Main Drive Properties, LLC, a limited liability company and the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in the name of said limited liability company.

Notary Public for _____
Residing at _____
My Commission expires _____



City of Ketchum

January 19th, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve the 3rd reading of Ordinance 1214 regarding city-initiated amendments to Ketchum Municipal Code, Title 17, Zoning, Chapter 17.88, Floodplain Management Overlay Zoning District, and Chapter 17.08, Definitions.

Recommendation and Summary

Staff recommends proceeding with the 3rd reading of Ordinance 1214.

No further revisions have been made to the proposed ordinance. No new public comment has been received.

Staff first presented the city-initiated proposed amendments to Title 17, Zoning, Chapter 17.88, Floodplain Management Overlay Zoning District and Title 17, Zoning, Chapter 17.08, Definitions at the December 7th, 2020 meeting. At the December 21st, 2020 meeting staff presented 1) additional context regarding the proposed amendments, 2) responses/revisions addressing the public feedback received for the December 7th meeting, and 3) an overview of floodplain management. Council held the first reading of the ordinance on December 21st, 2020 and the second reading on January 4th, 2021.

Public Comment

To date (01/13/21), two written comments have been received, both of which were presented to Council prior to the first hearing held 12/7/20.

Recommended motion

"I move to approve the third reading of Ordinance 1214 by title only:

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, ZONING REGULATIONS, SECTION 17.08.020, TERMS DEFINED; REPEALING ARTICLE I, FLOOD DAMAGE PREVENTION, OF CHAPTER 17.88, FLOODPLAIN MANAGEMENT OVERLAY ZONING DISTRICT (FP); ADOPTING A NEW ARTICLE I, FLOOD DAMAGE PREVENTION; AMENDING CHAPTER 17.88, FLOODPLAIN MANAGEMENT, OVERLAY ZONING DISTRICT (FP), ARTICLES II – IV TO RENUMBER SECTIONS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE."

Financial Impact

None at this time.

Attachments:

- A. Draft Ordinance 1214
 - a. Exhibit A: Amendments to Section 17.08.020, Terms Defined
 - b. Exhibit B: Chapter 17.88, Article 1, Flood Damage Prevention
 - c. Exhibit C: Publication summary

Attachment A.

Draft Ordinance 1214

Exhibit A: Amendments to Section 17.08.020, Terms Defined

Exhibit B: Chapter 17.88, Article 1, Flood Damage Prevention

Exhibit C: Publication summary

ORDINANCE NO. 1214

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, ZONING REGULATIONS, SECTION 17.08.020, TERMS DEFINED; REPEALING ARTICLE I, FLOOD DAMAGE PREVENTION, OF CHAPTER 17.88, FLOODPLAIN MANAGEMENT OVERLAY ZONING DISTRICT (FP); ADOPTING A NEW ARTICLE I, FLOOD DAMAGE PREVENTION; AMENDING CHAPTER 17.88, FLOODPLAIN MANAGEMENT, OVERLAY ZONING DISTRICT (FP), ARTICLES II – IV TO RENUMBER SECTIONS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to amend the city zoning ordinance pursuant to Idaho Code § 67-6511; and

WHEREAS, the City first adopted an ordinance regulating development in the floodplain in 1974 with the passage of Ord. 208 and first distinguished between Floodplain and Floodway areas and established a streambank alteration and riparian regulations in 1989 with the adoption of Ord. 525; and

WHEREAS, the City participates in the Federal Emergency Management Agency (FEMA)'s National Flood Insurance Program (NFIP) in order to protect the health, safety, and welfare of its citizens and to ensure that flood insurance is available to them; and

WHEREAS, by participating in the NFIP the City's responsibilities include requiring permits for all development within the 100-year floodplain, ensuring all other permits required by local, State, and Federal laws are obtained, maintaining records of all development permits, and ensuring flood carrying capacity of altered or relocated watercourses is maintained; and

WHEREAS, the City desires to implement regulations that facilitate the protection of property from inundation of flood waters that simultaneously mitigate reduction of the floodplain's carrying capacity; and

WHEREAS, the Planning and Zoning Commission held a public hearing and considered public input on July 13th, August 11th, and September 15th, 2020, and recommended approval to the City Council;

WHEREAS, the City Council, having reviewed the proposed subdivision code amendments, held public hearings on December 7th, 2020, December 21st, 2020, January 4th 2021, and January 19th, 2021.

WHEREAS, the City Council, having considered the recommendation of the Planning and Zoning Commission and submitted comments and testimony from the public, having determined that it is in the best interests of the public to adopt the proposed amendments to Title 17, Zoning Regulations:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM

Section 1. AMENDMENTS TO SECTION 17.08.020, TERMS DEFINED. That Title 17 of the Ketchum Municipal Code, Section 17.08.020, Terms Defined, be amended with the following new, revised, and deleted definitions as attached and incorporated as Exhibit A to this Ordinance.

Section 2. AMENDMENTS TO CHAPTER 17.88, FLOODPLAIN MANAGEMENT OVERLAY ZONING DISTRICT (FP), ARTICLE I, FLOOD DAMAGE PREVENTION. That Title 17 of the Ketchum Municipal Code be amended by repealing Article 1, Flood Damage Prevention, of Chapter 17.88 Floodplain management, in its entirety and replacing it with a new Article 1, Flood Damage Prevention, as attached and incorporated as Exhibit B to this Ordinance.

Section 3. AMENDMENTS TO CHAPTER 17.88, FLOODPLAIN MANAGEMENT, OVERLAY ZONING DISTRICT (FP), ARTICLES II – IV. That Title 17 of the Ketchum Municipal Code be amended as follows to renumber the sections of Chapter 17.88, Articles II-IV as follows:

- 17.88.130: Title
- 17.88.140: Guidelines
- 17.88.150: Procedure
- 17.88.160: Application for Emergency Stream Bank Stabilization
- 17.88.170: Action Upon Submittal of Stream Bank Stabilization Application
- 17.88.180: Site Inspection
- 17.88.190: Basis for Denial Of An Emergency Stream Bank Stabilization Permit
- 17.88.200: Conditions of Emergency Stream Bank Stabilization Approval
- 17.88.210: Enforcement

- 17.88.220: Title
- 17.88.230: Guidelines
- 17.88.240: Procedure
- 17.88.250: Application for Emergency Riparian Alteration
- 17.88.260: Action Upon Submittal of Emergency Riparian Alteration Application
- 17.88.270: Site Inspection
- 17.88.280: Basis for Denial of An Emergency Riparian Alteration Permit
- 17.88.290: Conditions of Emergency Riparian Alteration Approval
- 17.88.300: Enforcement

- 17.88.310: Title
- 17.88.320: Guidelines
- 17.88.330: Procedure
- 17.88.340: Application
- 17.88.350: Action Upon Submittal of Emergency Application
- 17.88.360: Conditions of Emergency Application Approval

- 17.88.370: Uses Permitted
- 17.88.380: Use Restrictions

17.88.390: Application for Temporary Flood Control Barriers
17.88.400: Enforcement

Section 4. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 6. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit C, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this _____ day of _____, 2021.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this _____ day of _____, 2021.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Katrin Sharp, Deputy City Clerk

EXHIBIT A

ADVERSE IMPACT: An adverse impact with respect to floodplain development includes impacts that cause damage to property, threaten public safety and health, or cause loss of natural floodplain functions. These can be caused by increases in flood stages or elevations, increases in flood velocity, increases in flow rates, decreases in conveyance areas, decreases in flood storage, increased potential for erosion and sedimentation, or degradation of water quality. Development within the regulatory floodway and all other waterways, whether within the SFHA or not, shall be required to certify by a registered professional engineer that the development does not adversely affect flood risks for other properties as measured by increased flood stages, increased flood velocity, increased flows, increased potential for erosion and sedimentation, or any other impact deemed important or as specified by the City of Ketchum, unless the impact is mitigated. This certification shall employ industry standards for hydraulic and hydrological analysis to determine no adverse impact and all data shall be provided in hard copy and digitally for review and corroboration by the city's engineer or any governmental review agency acceptable to the City of Ketchum.

AREA OF SHALLOW FLOODING: A designated AO or VO zone on the flood insurance rate map (FIRM). The base flood depths range from one foot to three feet (1' - 3'); a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. AO is characterized as sheet flow, and AH indicates ponding. A designated AO, AH, AR/AO, or AR/AH zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent (1%) or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD: The land in the floodplain subject to a one percent (1%) or greater chance of flooding in any given year. Designation on maps always includes the letters "A" or "V". The term "special flood hazard area", for the purposes of these regulations, is synonymous with the phrase "area of special flood hazard". See Special Flood Hazard Area (SFHA).

BASE FLOOD: The flood having one percent (1%) chance of being equaled or exceeded in any given year. Also referred to as the 100-year flood, the regulatory flood or the intermediate regional flood (IRF). Designation on maps always includes the letters "A" or "V".

BASE FLOOD ELEVATION (BFE): The water surface elevation of the one percent (1%) annual chance flood. A determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent (1%) or greater chance of occurrence in any given year. When the BFE has not been provided in a Special Flood Hazard Area, it may be obtained from engineering studies available from a Federal, State, or other source using FEMA-approved engineering methodologies. This elevation, when combined with the Freeboard, establishes the Flood Protection Elevation.

Cleaning (irrigation): mowing, cutting, or burning of weeds, trees and other nuisance growth, including algae growth, application of pesticides as permitted, removal of beaver dams, and removal of trash or other debris whether floating, lodged or otherwise obstructing the conveyance of water flow through channels and works.

DEVELOPMENT: Any man-made change to improved or unimproved land, including subdivision, construction activity, or alteration of the landscape (except for routine pruning and maintenance of riparian vegetation to benefit the health of the vegetation) (except routine maintenance), its terrain contour or vegetation, including any construction of structures, establishment of a land use, or alteration of an existing structure or land use. Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, streambank stabilization, placement of manufactured or mobile homes, construction of fences, hedges, berms, walls, or storage of equipment or materials on a temporary or permanent basis.

DEVELOPMENT ACTIVITY: For the purpose of floodplain management, Development Activity is development as defined in this title that will require a Floodplain Development Permit.

~~FLOOD OR FLOODING: A general and temporary condition of partial or complete inundation of normally dry land areas from:~~

~~A. The overflow of inland or tidal water; and/or~~

~~B. The unusual and rapid accumulation or runoff of surface waters from any source.~~

a. A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.

2. The unusual and rapid accumulation or runoff of surface waters from any source.

3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph a.2. of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph a.1. of this definition.

FLOOD INSURANCE RATE MAP (FIRM): The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazard and risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

FLOOD INSURANCE STUDY (FIS): an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations; or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOODPLAIN OR FLOOD-PRONE AREA: Any land area susceptible to being inundated by water from any source (see definition of "flooding").

FLOODPLAIN ADMINISTRATOR: the individual appointed to administer and enforce the floodplain management regulations.

FLOODPLAIN DEVELOPMENT PERMIT: any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

FLOODPLAIN MANAGEMENT: the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and flood plain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS: zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a flood plain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION ELEVATION ~~Flood Protection Elevation~~ (FPE): the Base Flood Elevation plus the Freeboard.

a. In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus two (2) feet of freeboard; and

b. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least two (2) feet above the highest adjacent grade.

FLOOD PROTECTION SYSTEM: those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes dams, reservoirs, levees, or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOODWAY: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height ~~one~~ foot (1'). This term is also referred to as the "regulatory floodway".

FREEBOARD: a factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effects of urbanization in a watershed. The Base Flood Elevation (BFE) plus the freeboard establishes the Flood Protection Elevation (FPE). Freeboard shall be two (2) feet.

Functionally Dependent Use: a facility that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

General Irrigation Floodplain Development Permit (GIFD Permit): The intent of the GIFD permit is to collectively authorize low-to-no impact irrigation and drainage development activities or uses in the floodplain which inherently do not increase the BFE. GIFD permits apply to all qualifying activities within the spatial extents of an irrigation delivery or drainage system and within the regulatory floodway or SFHA, over a predetermined period of time, not to exceed five years. Issuance of a GIFD permit requires coordination between the irrigation entity and the Floodplain Administrator.

HEC-RAS (Hydrologic Engineering Center-River Analysis System): A computer program for modeling water flowing through systems of open channels and computing water surface profiles.

HIGHEST ADJACENT GRADE (HAG): The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. Refer to the FEMA Elevation Certificate for HAG related to building elevation information.

Intermediate Regional Flood (IRF): The flood having a 0.2% annual chance of being equaled or exceeded in any given year.

LETTER OF MAP CHANGE (LOMC): a general term used to refer to the several types of revisions and amendments to FIRMs that can be accomplished by letter. They include Letter of Map Amendment (LOMA), Letter of Map Revision (LOMR), and Letter of Map Revision based on Fill (LOMR-F)

1. Letter of Map Amendment (LOMA): an official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map. A LOMA establishes a property's or structure's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property or structure has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation.
2. Letter of Map Revision (LOMR): FEMA's modification to an effective Flood Insurance Rate Map (FIRM) or a Flood Boundary and Floodway Map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.
- 1-3. Letter of Map Revision Based on Fill (LOMR-F): FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway. The LOMR-F does not change the FIRM, FBFM, or FIS report.

2-4. Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS). Upon submission and approval of certified as-built documentation, a Letter of Map Revision (LOMR) may be issued by FEMA to revise the effective FIRM. Building Permits and/or Flood Development Permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

LOWEST ADJACENT GRADE (LAG): The lowest point of the ground level immediately next to a building. Refer to the FEMA Elevation Certificate for LAG related to building elevation information.

LOWEST FLOOR: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement contained in 44 CFR § 60.3 and subsection 17.88.060B2c of this title.

Maintenance (irrigation): the act of ongoing upkeep of existing structures required to keep channels in a condition adequate to support the conveyance of irrigation and drainage water (this does not include the complete replacement or substantial replacement of an existing structure). Maintenance is further defined as the care or upkeep of channels, works, appurtenances, easements, utility corridors and property; to keep in an existing state, specified state of repair, and efficiency; return to a former condition, elevation, place, and position; to preserve from failure or decline; or repair or renovate so as to return it to its original condition. Maintenance does not include dredging as defined herein.

MANUFACTURED HOME: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles. The term "Manufactured Home" does not include a "Recreational Vehicle."

MARKET VALUE: the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

NEW CONSTRUCTION: for floodplain management purposes, a structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

Any construction started after February 17th, 1976 and before the effective start date of this floodplain management ordinance is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.

Operation (irrigation): the regular and reoccurring performance of typical work by an irrigation or drainage entity including, but not limited to: the delivery or drainage of water, measurement of water, and adjustment of irrigation and drainage works and all related appurtenances.

POST-FIRM: construction or other development for which the "start of construction" occurred on or after the effective date of the initial Flood Insurance Rate Map (FIRM).

PRE-FIRM: construction or other development for which the "start of construction" occurred before November 20, 1978, the effective date of the initial Flood Insurance Rate Map (FIRM).

RECREATIONAL VEHICLE: a vehicle that is:

a. Built on a single chassis, and

- b. 400 square feet or less when measured at the largest horizontal projection, and
- c. Designed to be self-propelled or permanently towed by a light duty truck, and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY: See Floodway

Repair (irrigation): the restoration to good or sound conditions of any part of an existing structure, channel, channel bank, or service road for the purpose of maintenance (this does not include the complete replacement or substantial replacement of an existing structure). Repair does not include dredging as defined herein.

RIPARIAN ZONE: That area along the banks of any waterway twenty-five feet (25') in width measured horizontally from the mean high-water mark; this area is the regulated Riparian Zone in Ketchum city limits. All parcels that contain Riparian Zone are included in the Waterways Review District.

SPECIAL FLOOD HAZARD AREA (SFHA): the land in the flood plain within a community subject to a one percent (1%) or greater chance of flooding in any given year. For purposes of these regulations, the term "special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard", 100-year floodplain, and one percent (1%) annual chance floodplain.

START OF CONSTRUCTION: Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE: Anything permanently constructed in or on the ground, or over the water, including gas or liquid storage tank that is principally above ground and manufactured homes; excluding fences less than six feet (6') in height, decks less than thirty inches (30") above grade, paved areas, and structural or nonstructural fill.

SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred. See definition of "substantial improvement".

SUBSTANTIAL IMPROVEMENT: Includes the following:

A. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement over a three (3) year time frame. This term includes structures which have incurred "substantial damage" regardless of the actual repair work performed. either:

1. Before the improvement or repair is started; or

~~2. If the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.~~

B. The term does not, however, include either:

1. Any project for improvement of a structure to comply with existing State or local Health, Sanitary, or Safety Code specifications ~~which are solely~~ which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places or the Idaho Historic Sites Inventory provided that the alteration will not preclude the structure's continued designation as a "historic structure" and the alteration is approved by variance issued pursuant to this ordinance.

~~VARIANCE, FLOODPLAIN: A grant of relief from the requirements of chapter 17.88, article 1 of this title which permits construction in a manner that would otherwise be prohibited by said article.~~

VIOLATION (FLOODPLAIN ORDINANCE): the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the Finished Construction Elevation Certificate, other certifications, or other evidence of compliance required in 44 CFR § 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

EXHIBIT B

Article I. Flood Damage Prevention

17.88.010: Statutory Authorization and Findings of Fact

17.88.020: Statement of Purpose

17.88.030: Methods of Reducing Flood Losses

17.88.040: General Provisions

17.88.050: Administration

17.88.060: Provisions for Flood Hazard Reduction

17.88.070: Standards for Floodplains without Established Base Flood Elevations – Zone A

17.88.080: Standards for Riverine Floodplains with Base Flood Elevations but without Established Floodway

17.88.090: Standards for Floodways

17.88.100: Standards for Areas of Shallow Flooding (Zone AO, AH, AR/AO, or AR/AH)

17.88.110: Floodplain Development Permit Exemptions and Irrigation Activities and Development

17.88.120: Enforcement and Penalties

17.88.010: STATUTORY AUTHORIZATION AND FINDINGS OF FACT:

A. Statutory Authority: The Legislature of the State of Idaho, pursuant to Idaho Code §§ 46-1020, 46-1023, and 46-1024, authorizes local governments to adopt floodplain management ordinances that identify floodplains and minimum floodplain development standards to minimize flood hazards and protect human life, health, and property.

Therefore, the Council of the City of Ketchum Idaho does hereby ordain as follows:

1. The flood hazard areas of Ketchum, Idaho, are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
2. These flood losses are caused by the cumulative effects of obstruction in areas of special flood hazard which increase flood heights and velocities and by development that is inadequately floodproofed, elevated, anchored, or otherwise protected from flood damage.
3. The Big Wood River, its tributaries, and their associated floodplains in Ketchum are important to the well-being of our citizens as they provide recreation, fish and wildlife habitat, aesthetic beauty, a source of irrigation water, as well as other economic and lifestyle values.

B. The studies listed below are hereby adopted as the primary sources of flood hazard analysis:

1. "Flood Insurance Study (FIS) for Blaine County, Idaho and Incorporated Areas", Flood Insurance Study 16013CV001A and 16013CV002A, dated November 26, 2010, and any amendments thereto;
2. Digital flood insurance rate maps (DFIRMs) for Blaine County, Idaho, and incorporated areas: Map Number 16013CIND0A; Map Number 16013C0433E, Community Panel Number 0433E; Map Number 16013C0434E, Community Panel Number 0434E; Map Number 16013C0441E, Community Panel Number 0441E; Map Number 16013C0442E, Community Panel Number 0442E; Map Number 16013C0453E, Community Panel Number 0453E; Map Number 16013C0461E, Community Panel Number 0461E, and any amendments thereto; and
3. Other flood hazard studies, as may be adopted by the City, will be utilized in determining flood hazard.
4. Additionally, other flood hazard analysis sources as determined by the City Engineer, Floodplain Manager, or other expert hired by the City may be utilized.

- C. Regulations pertaining to development on property affected by the one percent (1%) annual chance flood (100-year flood), as defined herein, are necessary in addition to those of the underlying zoning district in order to promote the health, safety, and welfare of the citizens of and visitors to the City of Ketchum, Idaho.
- D. Local government units have the primary responsibility for planning, adopting, and enforcing land use regulations to accomplish proper floodplain management.

17.88.020: STATEMENT OF PURPOSE:

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- A. To protect human life, health, safety, property, and welfare;
- B. To minimize expenditure of public money for costly flood control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
- F. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood damaged areas;
- G. To ensure that potential buyers and leaseholders are notified that property is in an area of special flood hazard or riparian zone, where the regulations of this ordinance apply;
- H. To ensure that those who occupy the areas of special flood hazard assume the responsibility for their actions.
- I. To ensure potential buyers of property in an area of special flood hazard are notified.
- J. To allow the river and creeks and their adjacent lands to convey floodwaters to minimize property damage;
- K. To regulate uses in the floodplain and Riparian Zone for the purpose of preserving, protecting, and enhancing the abundance and diversity of fish, wildlife and riparian resources;
- L. To protect, preserve and enhance the waterways and floodplains as a recreation resource;
- M. To provide a formal procedure for stream alteration permit applications;
- N. To restrict or prohibit uses which are injurious to health, safety, or property in times of flood, which result in environmental damage, or that cause increased flood heights or velocities; and
- O. To guide development and city review of development in the floodplain and adjacent to waterways in order to establish the most appropriate building envelopes for lots existing and in new subdivisions.

17.88.030: METHODS OF REDUCING FLOOD LOSSES:

In order to accomplish its purposes, this chapter includes methods and provisions for:

- A. Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;
- B. Requiring that uses necessary for general health, safety and welfare of citizens, including facilities which serve such uses, be protected against flood damage at the time of initial construction, at time of substantial improvement, and throughout their intended life span;
- C. Preserving and restoring natural floodplains, stream channels, and natural protective barriers that carry and store flood waters;
- D. Controlling, filling, grading, dredging, and other development which may increase flood damage or erosion; and
- E. Preventing or regulating the construction of flood barriers which may unnaturally divert floodwaters, or which may increase flood hazards to any other properties.

17.88.040: GENERAL PROVISIONS:

- A. Establishment of The Floodplain Management Overlay Zoning District: The floodplain management overlay zoning district is hereby established. In addition to the regulations contained in the underlying zoning district, the regulations of this district apply to all lands within the jurisdiction of the city that lie within the Special Flood Hazard Area (SFHA) boundaries as determined by the graphic representation shown on the Flood Insurance Rate Map (FIRM) and by the elevations of the base flood contained in the Flood Insurance Study (FIS).
 - 1. Establishment of The Floodway Subdistrict and The Floodplain Subdistrict: The floodplain areas are divided into two (2) subdistricts: the Floodway Subdistrict and the Floodplain Subdistrict.
 - 2. Rules for Interpretation of The Floodplain Management Overlay Zoning District Boundaries and The Floodway Subdistrict and The Floodplain Subdistrict Boundaries: The floodplain management overlay zoning district boundaries are represented on the official zoning map of the city.
 - a. All land within the external boundary of the Special Flood Hazard Area (SFHA) and all parcels with any portion thereof affected by said SFHA shall be considered to be within the Floodplain Management Overlay Zoning district.
 - b. All land areas within the external boundary of the SFHA shall be considered to be within the Floodplain Subdistrict of the Floodplain Management Overlay Zoning District. The city may make necessary interpretations of the boundary based upon the recommendation of the city engineer or other expert.
 - c. All land areas within the external boundary of the regulatory floodway shall be considered to be within the Floodway Subdistrict of the Floodplain Management Overlay Zoning District. The city may make necessary interpretations of the boundary based upon the recommendation of the city engineer or other expert.
 - 3. Basis For Establishing the Areas Of Special Flood Hazard and Floodway: The areas of special flood hazard identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) For Blaine County, Idaho And Incorporated Areas" with accompanying Digital Flood Insurance Rate Maps (DFIRMs) bearing an effective date of November 26, 2010, to establish the areas of special flood hazard for land which has been or will be annexed into the city limits of the City of Ketchum, Idaho, since the adoption of said study for the incorporated area of the city are hereby adopted by reference and declared to be a part of this

article. The FIS and FIRM are on file at the office of the City Clerk, City Hall, 480 East Avenue North, Ketchum, Idaho.

B. Establishment of Waterways Review District: The city hereby makes the following findings of fact with regard to establishing a Waterways Review District:

1. Flooding is aggravated by the collection of debris upstream of channel obstructions located in floodplain areas. Such obstructions include, but are not limited to, bridges, fences, houses, and trees. The accumulation of debris can result in significantly higher water surface elevations and flooding beyond limits of the SFHA shown on the FIRMs upstream from the obstructions.
2. Structures located in proximity to waterways, even if the structure's location is outside the boundaries of the SFHA, may be subject to inundation and damages during flood events due to the potential of the channel to change direction abruptly during high flows. In particular, this risk affects lands adjacent to the Big Wood River, which is wide and flat with a relatively shallow channel in many areas.
3. The levees built by the U.S. Army Corps of Engineers are not considered by the Corps or FEMA to be adequately designed to be classified as permanent structures capable of withstanding a one percent (1%) annual chance flood.
4. Encroachments (i.e., houses, fill, etc.) on floodplains reduce the flood carrying capacity of the river and its floodplain and increase flood heights, thus increasing flood hazards on land beyond the encroachment. With every new development since the FEMA one percent (1%) annual chance boundary was determined, the ability of the floodplain to function as originally assumed changes.
5. Historically, development adjacent to waterways has had a direct effect on methods chosen by owners to protect their property, often to the detriment of the natural stream. Methods often destroy or greatly alter fish and wildlife habitat, unnaturally armor the banks of the waterways to prevent erosion or cause future damages to manmade structures.
6. Rules for Interpretation of the Waterways Review District: The Waterways Review District is not indicated on the zoning map due to the nature of how the boundaries are established. The Waterways Review District includes all parcels containing lands that are within twenty-five feet (25') of the mean high-water mark as measured horizontally from the mean high-water mark of any Waterway. Waterways include the Big Wood River, Trail Creek, and Warm Springs Creek, and any and all channels having year-round or intermittent flow. These lands within twenty-five feet (25') of the mean high-water mark area also known as the Riparian Zone that is regulated by the City of Ketchum.
 - a. Some parcels of land may be located within the Waterways Review District and contain Riparian Zone but may not contain SFHA, 0.2% annual chance floodplain, floodway, or the channel due to the proximity of the parcel to a waterway. Nevertheless, if a parcel contains land that is within twenty-five feet (25') of the mean high-water mark of a waterway, said parcel is within the Waterways Review District and the Riparian Zone is subject to riparian regulations.
 - b. Some parcels of land may be located within the SFHA and/or 0.2% annual chance floodplain and/or floodway and may also contain Riparian Zone. These parcels are located within the Waterways Review District and riparian regulations apply to the Riparian Zone.
7. Special purposes for the establishment of the Waterways Review District: Some parcels of land may be located in proximity to a waterway but may not contain SFHA, 0.2% annual chance floodplain, floodway, or the waterway's channel and therefore local, state and federal regulations to preserve these ecologically important areas are largely inapplicable. The Waterways Review District is a local designation created to build upon local, state and federal regulations when lands contain SFHA, 0.2% annual chance floodplain, floodway, and waterway channel, when applicable, but also to

preserve and enhance the Riparian Zone when the aforementioned designations are not applicable. The purposes for which the Waterways Review District is established are as follows:

- a. To guide development adjacent to waterways toward the most appropriate building envelope for its particular site;
 - b. To minimize the impact of development adjacent to waterways on adjacent properties upstream, downstream and across waterways;
 - c. To review development plans for property adjacent to waterways to minimize the obstruction of the conveyance of floodwaters;
 - d. To provide for the stewardship, maintenance and/or enhancement of the Riparian Zone and riparian environment, including wildlife habitat along waterways;
 - e. To carry out the provisions of the comprehensive plan as well as health, safety, and welfare with regard to properties adjacent to waterways;
 - f. To warn that City review and approval is not going to prevent flooding and that flooding may occur;
 - g. To advise of flood hazards and studies and options available;
 - h. To review obstructions to flood carrying capacity and to advise on methods that may be used to moderate impact of the development;
 - i. To review landscaping and access for flood carrying capacity and preservation or enhancement of riparian vegetation; and
 - j. To provide regulations for the Riparian Zone.
8. "Development", as defined in section [17.08.020](#) of this title, and construction or placement of buildings or structures, including additions to any such structures or buildings permitted after November 20th, 1989, and landscaping changes within the Riparian Zone for parcels under development with new structures and parcels developed with structures after November 20th, 1989, upon real property within the Waterways Review District shall require said approval under section [17.88.050](#) of this article, prior to issuance of a building permit, excavation/grading permit or commencement of any work associated with any such activity.
- C. Uses Permitted and Prohibited in the Floodplain Management Overlay Zoning District and the Waterways Review District: Due to the potential hazard to individuals as well as public health, safety and welfare, uses allowed in the Floodplain Management Overlay Zoning District and the Waterways Review District are those which are permitted, conditional, and accessory as contained in the underlying zoning district. Due to the sensitive ecology of the river system and riparian area and the detrimental impacts that uncontrolled use of pesticides and herbicides can create to both the river system and human health and, due to the extremely hazardous nature of the floodway due to velocity of floodwaters carrying debris, potential projectiles and erosion potential, the following provisions apply, in addition to all others:
1. Encroachments in the floodway: Encroachments in the floodway are subject to the standards of Section 17.88.090.
 2. No use of restricted use chemicals or soil sterilants will be allowed within one hundred feet (100') of the mean high-water mark on any property within the City limits at any time.

3. No use of pesticides, herbicides, or fertilizers will be allowed within twenty-five feet (25') of the mean high-water mark on any property within the City limits unless approved by the City Arborist.
4. All applications of herbicides and/or pesticides within one hundred feet (100') of the mean high water mark, but not within twenty five feet (25') of the mean high water mark, must be done by a licensed applicator and applied at the minimum application rates.
5. Application times for herbicides and/or pesticides will be limited to two (2) times a year; once in the spring and once in the fall, unless otherwise approved by the City Arborist.
6. The application of dormant oil sprays and insecticidal soap within the Riparian Zone may be used throughout the growing season as needed.
7. It shall be unlawful to dump, deposit or otherwise cause any trash, landscape debris or other material to be placed in any stream, channel, ditch, pond, or basin that regularly or periodically carries or stores water.

D. General Notice and Disclosure Requirements: In order to provide reasonable notice to the public of the flood hazard potential within all areas of the Floodplain Management Overlay Zoning District and the Waterways Review District, the following notice regulations and requirements are hereby adopted for all real property and structures located within said districts:

1. Floodplain Acknowledgement Authorization Required: Prior to issuance of any floodplain development permit, the property owner or his or her authorized agent shall acknowledge by executed written affidavit that said property is located within the one percent (1%) annual chance floodplain (SFHA) as defined herein and that a violation of the terms of this article shall cause the City to seek legal remedies.
2. Real Estate Sales and Leasing Disclosures: Each and every real estate agent, sales person and broker, and each and every private party who offers for sale or lease a parcel of real property and/or structure that contains SFHA, floodway, frontage on a waterway and associated Riparian Zone, shall provide the prospective purchaser or leaseholder with written notice that said real property and/or structure is located within the Floodplain, Floodway, and/or Waterways Review District and that structures and land are subject to the regulations of this ordinance.
3. Special requirements for Subdivision Plats:
 - a. United States Geological Survey (USGS) datum shall be used and identified on the plat and a permanent benchmark shall be identified and shown on the plat.
 - b. All subdivision plats shall contain a plat note including a certification by a registered surveyor that the boundaries were established consistent with the FIRM for the City or Blaine County, whichever applies. The note shall include the FEMA FIRM panel number(s), FIRM effective date(s), and a note stating that "Flood Zones are subject to change by FEMA and all lands within the Special Flood Hazard Area are regulated by City of Ketchum Municipal Code.
 - c. All subdivision plats shall identify and designate the Special Flood Hazard Area, the 0.2% annual chance (500-year) floodplain boundary, the floodway boundary, the mean high-water mark, and the Riparian Zone. All flood zone(s), and base flood elevation(s) shall be shown on the plat.
 - d. All subdivision plats shall contain a note or notes that warn prospective buyers of property that sheet flooding can and will occur and that flooding may extend beyond the floodway and floodplain boundary lines identified.
 - e. All subdivision plats shall contain a note that refers to the required twenty-five foot (25') setback from all waterways, called the Riparian Zone, in which no development is permitted, and require that riparian vegetation

shall remain in its natural state for the protection and stabilization of the riverbank unless alterations are approved in accordance with Ketchum Municipal Code.

f. 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 adjacent to the waterway, measured horizontally from the mean high-water mark. In addition, there shall be a plat note stating that the fish and nature study easement shifts in accordance with the location of the channel and its mean high-water mark.

g. The Council may require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access easement. 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.

4. Special Requirements for Building Permits:

a. Prior to issuance of a Building Permit for a structure located on a parcel that contains SFHA, whether or not the structure is partially or wholly located in the SFHA, a Floodplain Development Permit is required if development will occur in the SFHA.

b. Non-conversion Agreement Required: For any building in the floodplain with an area below the lowest floor that is below the base flood elevation and has a ceiling height of five feet (5') or greater, the building owner shall sign a non-conversion agreement, that shall run with the property, promising not to improve, finish or otherwise convert the area below the lowest floor to living area and granting the City the right to inspect the enclosed area at its discretion. Such agreement shall be recorded at Blaine County's Recorder's Office.

b. Preconstruction Elevation Certificate Required: Prior to issuance of any building permit for a structure located partially or wholly within the one percent (1%) annual chance floodplain, a preconstruction elevation certificate shall be completed by a registered professional engineer, architect or surveyor and submitted to the City of Ketchum building inspector.

c. Building Under Construction Elevation Certificate in accordance with section 17.88.050.H.1.a.

d. Finished Construction Elevation Certificate Required in accordance with section 17.88.050.H.1.b.

E. Compliance: No structure or land shall hereinafter be constructed, located, extended, converted, or altered without full compliance with the terms of this article and other applicable regulations. Should the regulations specified in any other ordinance of Ketchum be less restrictive, the regulations of this section shall apply.

F. Abrogation and Greater Restrictions: This section is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this section and another ordinance or section herein, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent or greater restrictions shall prevail.

G. Interpretation: In the interpretation and application of this section, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the Governing Body; and
3. Deemed neither to limit nor repeal any other powers granted under State Statutes.

H. Warning and Disclaimer of Liability: The degree of flood protection required by this section is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This section does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. This section shall not be deemed or construed to create liability on the part of the City, any officer or employee thereof, or the Federal Insurance Administration for any flood damages that result from reliance on this section or any administrative decision lawfully made hereunder.

17.88.050: ADMINISTRATION:

A. Establishment of Floodplain Development Permit: For lands in the Floodplain and Floodway subdistricts of the Floodplain Management Overlay Zoning District a floodplain development permit shall be obtained through an application provided by the City prior to any and all development, as defined in section 17.08.020 of this whether or not the development requires issuance of a building, excavation/grading permit, or other land use permit.

1. Exemptions: Activities exempt from floodplain development permit requirements and irrigation activity permitting is subject to the standards of Section 17.88.110 of this title.

a. Minor Riparian Alterations: When development proposed within the Riparian Zone, that also contains SFHA or floodway, consists only of removing four (4) or fewer hazard trees and/or minor alteration of riparian vegetation a full Floodplain Development permit is not required; a Riparian Alteration Permit is required.

2. Floodplain Development and Riparian Alteration Permits Combined: When development is proposed in a Riparian Zone that is located or overlaps with the Floodplain Management Overlay Zoning District a Floodplain Development permit shall be issued and all Riparian Zone regulations shall be evaluated and are applicable.

B. Establishment of Riparian Alteration Permit for Waterways Review District: When development is proposed in a Riparian Zone that is not within the Floodplain or Floodway subdistricts of the Floodplain Management Overlay Zoning District, a Riparian Alteration Permit shall be obtained through an application provided by the City prior to any and all development, as defined in section 17.08.020 of this title.

C. Applications, Submittals and Concurrent Applications: Applications shall be made on forms furnished by the City and may be made simultaneous with Land Use applications (such as Conditional Use Permits, Lot Line Shifts, and Preliminary Plats) where applicable, and prior to application for a building permit. In order for an application to be determined to be complete, the application shall contain all information required by the application form furnished by the city and any additional information which may be reasonably required by the Administrator or commission during the course of application review.

D. Duties and Responsibilities: The Planning and Building Director, or his or her designee, is the Administrator of Ketchum Municipal Code Title 17, Zoning Regulations, and is responsible for administering and implementing this section in accordance with its provisions.

1. Administrative Review: The Administrator shall have the authority to consider and approve, approve with conditions, or deny applications for floodplain development permits and riparian alteration permits as required herein.

a. Noticing: The Administrator shall provide written notice of said application to owners of property within three hundred feet (300') of the external boundaries of the land being considered. Said notice shall inform adjacent property owners they may comment on the application during a period of not less than ten (10) days after mailing of the notice and prior to final action on said application.

- a. (1) When notice is required to two hundred (200) or more property owners or purchasers of record, alternate forms of procedures which would provide adequate notice may be used in lieu of mailed notice. Said alternate forms of notice shall be per Idaho Code 67-6512 in effect at the time of notice.
2. Commission Review: If the Administrator, in his or her sole discretion, determines that a project cannot be approved administratively, the Ketchum Planning and Zoning Commission shall consider and approve, approve with conditions, or deny applications for floodplain development permits.
 - a. Criteria for sending applications to the Planning and Zoning Commission includes, but is not limited to:
 - (1) Encroachments proposed within the floodway;
 - (2) Stream alteration projects containing riprap;
 - (3) Stream alteration projects including gravel extraction; and
 - (4) Stream alteration projects involving multiple separate parcels of land.
 - b. For applications reviewed by the Planning and Zoning Commission the application shall be noticed for a public hearing in accordance with Idaho Code 67-6509.
3. Specific duties and responsibilities of the Administrator shall include, but are not limited to:
 - a. Permit Review:
 - (1) Review of all applications for proposed construction within the City to determine whether such construction is proposed, in whole or in part, within the Floodplain Management Overlay District and/or the Waterways Review District.
 - (2) Review all floodplain development permit applications to determine that all necessary permits have been obtained from those Federal, State or local governmental agencies from which prior approval is required including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334; Idaho Fish and Game, Idaho Department of Water Resources, Soil Conservation Service, Environmental Protection Agency, and U.S. Army Corps of Engineers. Such documentation shall be maintained on file with the floodplain development permit.
 - (3) Review all floodplain development permit applications to determine that the proposed development meets the requirements of this ordinance, and is reasonably safe from flooding.
 - (4) For projects within the floodway, review applications to ensure the proposal does not cause adverse impacts, or that any adverse impacts are mitigated, as demonstrated by a No Adverse Impact statement provided by the applicant.
 - (5) Prevent encroachments into floodways unless the no rise certification, no adverse impact, and flood hazard reduction provisions contained in this title are met.
 - (6) Review plans to verify public utilities are constructed in accordance with the provisions of this title.
 - (7) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area (SFHA) is above the Base Flood Elevation (BFE), advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file.

b. Inspections:

- (1) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (2) Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

c. Stop-Work for Violations in Progress and Permit Revocation:

- (1) Work with the Building Official to issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Building Official may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (2) Issue stop-work orders for unpermitted development in the floodplain that does not require a building permit. Examples include grading, filling, Riparian Zone alterations and stream bank stabilization and alteration.
- (3) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

d. Coordination and Communication with Federal Agencies:

- (1) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).
- (2) Notify, in riverine situations, adjacent communities and state and federal agencies in accordance with Section 17.88.050.D.3.g.
- (3) A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator (FIA) of the changes by submitting technical or scientific data in accordance with this part. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and flood plain management requirements will be based upon current data.
- (4) Upon occurrence, notify the Federal Insurance Administrator (FIA) in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce flood plain management regulations for a particular area. In order that all

FIRMs accurately represent the community's boundaries, include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished flood plain management regulatory authority.

- (5) The City of Ketchum will notify the State NFIP Coordinator of the Idaho Department of Water Resources of hearings scheduled to consider a variance within the SFHA fifteen (15) calendar days prior to the date of the hearing

e. Use of Other Base Flood Data:

- (1) When base flood elevation data has not been provided in accordance with subsection 17.88.040.A.3, "Basis For Establishing The Areas Of Special Flood Hazard", of this chapter, the Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other source in order to administer subsections 17.88.060.B.2, "Residential Construction", 17.88.060.B.3, "Nonresidential Construction", and 17.88.090, "Standards for Floodways", of this chapter.

- (2) When Base Flood Elevation (BFE) data is provided but no floodway data has been provided in accordance with the provisions of this title, require that no new construction, substantial improvements, or other development (including fill) shall be permitted unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

f. Records and Information to Be Obtained and Maintained:

- (1) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

- (2) Maintain a current map repository to include, but not limited to, the FIS Report, FIRM and other official flood maps, and studies adopted in accordance with the provisions of Article III, Section B of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify the NFIP State Coordinator and FEMA of Ketchum's mapping needs.

- (3) Obtain and maintain actual elevation (in relation to mean sea level) of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures.

- (4) Where base flood elevation data is provided through the Flood Insurance Study or required as in subsection 17.88.050.D.3.e of this section, obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.

- (5) For all new or substantially improved floodproofed structures:

- (A) Verify and record the actual elevation (in relation to mean sea level); and

- (B) Maintain the floodproofing certifications as required by this ordinance.

- (6) Maintain in perpetuity records on all permits and appeals and report all variances to Federal Insurance Administration.

g. Stream Alterations:

- (1) Notify adjacent communities and all State agencies with jurisdiction over the special flood hazard areas identified in subsection 17.88.040A of this chapter and/or with jurisdiction over the corresponding watercourse, river, stream or tributaries prior to any alteration or riprapping, or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.
- (2) Notify adjacent communities and the Idaho Department of Water Resources State Coordinator for the National Flood Insurance Program (NFIP) prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Insurance Administrator (FIA).
- (3) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

h. Interpretation of FIRM Boundaries: Make interpretations where needed as to the exact location of the boundaries of the areas of special hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in.

E. Criteria for Evaluation of Applications: The criteria of floodplain development permit applications and riparian alteration permits shall be as follows:

1. The proposal preserves or restores the inherent natural characteristics of the river, floodplain, and Riparian Zone, including riparian vegetation and wildlife habitat. Development does not alter river channel unless all stream alteration criteria for evaluation are also met.
2. No temporary construction activities, encroachment or other disturbance into the twenty-five foot (25') Riparian Zone, including encroachment of below grade structures, shall be permitted, with the exception of approved stream stabilization work and restoration work associated with a riparian zone that is degraded.
3. No permanent development shall occur within the twenty-five foot (25') Riparian Zone, with the exception of approved stream stabilization work and restoration work associated with permit issued under this title, or exceptions as described below:
 - a. Access to a property where no other primary access is available;
 - b. Emergency access required by the Fire Department;
 - c. A single defined pathways or staircases for the purpose of providing access to the river channel and in order to mitigate multiple undefined social paths;
 - d. Development by the City of Ketchum
4. New or replacement planting and vegetation in the Riparian Zone shall include plantings that are low growing and have dense root systems for the purpose of stabilizing stream banks and repairing damage previously done to riparian vegetation. Examples of such plantings most commonly include: red osier dogwood, common chokecherry, serviceberry, elderberry, river birch, skunk bush sumac, Beb's willow, Drummond's willow, little wild rose, gooseberry, and honeysuckle. However, in rare instances the distance from the top-of-bank to the mean high water mark is significant and the native vegetation appropriate for the Riparian Zone are low growing, drought resistant grasses and shrubs. Replacement planting and vegetation shall be appropriate for the specific site conditions. Proposal does not include vegetation within the twenty-five foot (25') Riparian Zone that is degraded, not natural, or which does not promote bank stability.

5. Landscaping and driveway plans to accommodate the function of the floodplain allow for sheet flooding. Surface drainage is controlled and shall not adversely impact adjacent properties including driveways drained away from paved roadways. Culvert(s) under driveways may be required. Landscaping berms shall be designed to not dam or otherwise obstruct floodwaters or divert same onto roads or other public pathways.
6. Floodwater carrying capacity is not diminished by the proposal.
7. Impacts of the development on aquatic life, recreation, or water quality upstream, downstream or across the stream are not negative.
8. Building setback in excess of the minimum required along waterways is encouraged. An additional ten foot (10') building setback beyond the required twenty-five foot (25') Riparian Zone is encouraged to provide for yards, decks and patios outside the twenty five foot (25') Riparian Zone.
9. The top of the lowest floor of a building located in, or partially within, the SFHA shall be at or above the Flood Protection Elevation (FPE). A building is considered to be partially within the SFHA if any portion of the building or appendage of the building, such as footings, attached decks, posts for upper story decks, are located within the SFHA. See section 17.88.060, figures 1 and 2 of this chapter to reference construction details. See Chapter 17.08 of this title for definition of "lowest floor."
 - a. In the SFHA where Base Flood Elevations (BFEs) have been determined, the FPE shall be twenty-four inches (24") above the BFE for the subject property; twenty-four inches (24") or two (2) feet is the required freeboard in Ketchum city limits.
 - b. In the SFHA where no BFE has been established, the FPE shall be at least two (2) feet above the highest adjacent grade.
10. The backfill used around the foundation in the SFHA floodplain shall provide a reasonable transition to existing grade but shall not be used to fill the parcel to any greater extent.
 - a. Compensatory storage shall be required for any fill placed within the floodplain.
 - b. A CLOMR-F shall be obtained prior to placement of any additional fill in the floodplain.
11. All new buildings located partially or wholly within the SFHA shall be constructed on foundations that are designed by a licensed professional engineer.
12. Driveways shall comply with City of Ketchum street standards; access for emergency vehicles has been adequately provided for by limiting flood depths in all roadways to one foot (1-ft) or less during the 1% annual chance event.
13. Landscaping or revegetation shall conceal cuts and fills required for driveways and other elements of the development.
14. (Stream alteration.) The proposal is shown to be a permanent solution and creates a stable situation.
15. (Stream alteration.) No increase to the one percent (1%) annual chance flood elevation at any location in the community, based on hydrologic and hydraulic analysis performed in accordance with standard engineering practice and has been certified and submitted with supporting calculations and a No Rise Certificate, by a registered Idaho engineer.
16. (Stream alteration.) The project has demonstrated No Adverse Impact or has demonstrated all impacts will be mitigated.

17. (Stream alteration.) The recreational use of the stream including access along any and all public pedestrian/fisher's easements and the aesthetic beauty shall not be obstructed or interfered with by the proposed work.
18. (Stream alteration.) Fish habitat shall be maintained or improved as a result of the work proposed.
19. (Stream alteration.) The proposed work shall not be in conflict with the local public interest, including, but not limited to, property values, fish and wildlife habitat, aquatic life, recreation and access to public lands and waters, aesthetic beauty of the stream and water quality.
20. (Stream alteration.) The work proposed is for the protection of the public health, safety and/or welfare such as public schools, sewage treatment plant, water and sewer distribution lines and bridges providing particularly limited or sole access to areas of habitation.
21. (Wetlands) Where development is proposed that impacts any wetland the first priority shall be to move development from the wetland area. Mitigation strategies shall be proposed at time of application that replace the impacted wetland area with an equal amount and quality of new wetland area or riparian habitat improvement.

F. Conditions: Conditions of approval may include, but not be limited to:

1. Riparian vegetation and other landscaping is maintained in perpetuity as shown on approved plans.
2. An As Built Certification, with supporting documentation such as an as built survey of the project area and channel cross sections produced by a surveyor or engineer licensed in Idaho demonstrating that the project was constructed in accordance with the approved plans, shall be required to be submitted prior to occupancy of structure or upon completion of the proposed work.
3. Restoration of damaged riparian vegetation within Riparian Zone shall be required prior to completion of the proposed project. A bond to assure such restoration may be required prior to commencement of such work.
4. Maintenance and monitoring plan for projects including stream alteration and Riparian Zone alterations.
5. Bond or surety guarantee for work occurring on city-owned parcels.

G. Terms Of Approval: The term of a Floodplain Development Permit shall be twelve (12) months from the date that findings of fact, conclusions of law and decision are signed by the Administrator or Commission, or upon appeal, the date the findings of fact, conclusions of law, and decision are signed by the appellate body. Application must be made for a building permit (if required) with the Ketchum Building Department during the twelve (12) month term. Once a building permit (if required) has been issued, the approval shall be valid for the duration of the building permit. Unless an extension is granted as set forth below, failure to file a complete building permit application (if required) for a project in accordance with these provisions shall cause said approval to be null and void. The provisions of this section shall apply to those approvals obtained on or after September 24, 2014.

1. Permit Extension: The City may, upon written request by the holder, grant a maximum of two (2) 12-month extensions to an unexpired approval. The first twelve (12) month extension shall be reviewed by the Administrator. The second twelve (12) month extension shall be reviewed by the Planning and Zoning Commission. Whether or not an extension is warranted shall be based on the following considerations:

- a. Whether there have been significant amendments to the City's Comprehensive Plan, special studies, draft or interim floodplain maps, or ordinances which will apply to the subject approval;

- b. Whether significant land use changes have occurred in the project vicinity which would adversely impact the project or be adversely impacted by the project; a revised No Adverse Impact statement may be required prior to granting a permit extension;
- c. Whether hazardous situations have developed or have been discovered in the project area; or
- d. Whether community facilities and services required for the project are now inadequate.

2. Basis for Denial of Permit Extension:

- a. If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension may be granted with conditions of approval to remedy any unmet requirements, or the City may choose not to grant an extension. Otherwise the City shall approve such an extension.
- b. Said decision shall be issued in writing.
- c. No extensions shall be granted for an expired floodplain development permit.

H. Inspection Procedures:

1. For structures located wholly or partially in the regulatory floodplain:

- a. A Building Under Construction Elevation Certificate (FEMA Form 86-0-33) is required after the lowest floor is established.

(1) Within seven (7) calendar days of establishment of the lowest floor elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the lowest floor, in relation to mean sea level. Any work done within the seven (7) day calendar period and prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted.

(2) Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.

- b. A final as-built Finished Construction Elevation Certificate (FEMA Form 86-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance.

(1) It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the lowest floor and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(2) The Finished Construction Elevation Certificate certifier shall provide at least two (2) photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least two (2) additional photographs showing side views of the building. In addition, when applicable, provide a

photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

2. For waterways review projects:

- a. Development associated with a Building Permit: Prior to final building permit inspection and issuance of a certificate of occupancy, planning staff shall conduct a site inspection to verify that the project was constructed per the approved plans and that all conditions of approval have been satisfied.
- b. Development not associated with a Building Permit: Planning staff shall conduct a site inspection to verify that the project was constructed in general conformance with the approved plans and that all conditions of approval have been satisfied. The site visit shall be documented with a written memo to the application file.

I. Floodplain Development Variance Procedure:

1. General:

- a. The Planning and Zoning Commission as established by the City of Ketchum, hereinafter referred to as the "Commission", shall hear and decide requests for variances from the requirements of this ordinance using the public hearing procedures established in Chapter 17.148, Variances.
- b. The special considerations and conditions for variances contained in this section shall apply in addition to the criteria contained in Chapter 17.148, Variances.

c. Generally, variances may be issued for:

- (1) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;
 - (2) Functionally dependent facilities, if determined to meet the definition as stated in Section 17.08.020 of this title, provided provisions of 17.88.050.1.1.b, c, and d, have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
 - (3) Any other type of development, provided it meets the requirements of this Section.
- d. Upon consideration of the factors of subsection 17.88.050.1.2 of this section and the purposes of this article, the Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

2. Considerations: In passing upon such applications, the Commission shall consider all technical evaluations, and all relevant factors and standards specified in other sections herein and:

- a. The danger that materials may be swept onto other lands to the injury of others;
- b. The danger to life and property due to flooding or erosion damage;
- c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- d. The importance of the services provided by the proposed facility to the community;

- e. The necessity to the facility of a waterfront location as a functionally dependent facility, where applicable;
- f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- g. The compatibility of the proposed use with existing and anticipated development;
- h. The relationship of the proposed use to the Comprehensive Plan and Floodplain Management Program for that area;
- i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
- j. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities such as sewer, gas, electrical, and water systems, and streets and bridges;
- l. Variances shall only be issued in accordance with the guidelines found at section 60.6, code of federal regulations (title 44 CFR), as set forth therein on the effective date hereof; and
- m. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.

3. Conditions for Variance:

- a. Variances shall not be issued when the variance will make the structure in violation of other Federal, State, or local laws, regulations, or ordinances.
- b. Variances shall only be issued prior to development permit approval.
- c. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- d. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- e. In addition to the requirements of Chapter 17.12, Variances, a variance for floodplain development regulations contained in this chapter shall only be issued upon:
 - (1) A showing of good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expenses, create nuisances, cause fraud on or victimization of the public as identified in subsection 17.88.050.I.2 of this section, or conflict with existing local laws or ordinances.

f. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest flood elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

4. The City of Ketchum will notify the State NFIP Coordinator of the Idaho Department of Water Resources of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

5. Appeals: Any person aggrieved by the decision of the Commission may appeal such decision as described in Chapter 17.144, Appeals.

17.88.060: PROVISIONS FOR FLOOD HAZARD REDUCTION:

A. General Standards: In all Special Flood Hazard Areas the following standards are required:

1. Anchoring:

- a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- b. All manufactured homes must likewise be anchored to prevent flotation, collapse or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over the top or frame ties to ground anchors (reference the Federal Emergency Management Agency's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques).

2. Construction Materials and Methods:

- a. All new construction, substantial improvements, and development shall be constructed with materials and utility equipment resistant to flood damage in accordance with the Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from the Federal Emergency Management Agency.
- b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- c. All new and replacement electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding to the Flood Protection Elevation. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.

3. Utilities:

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and
- c. On site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4. Subdivision Proposals:

- a. All subdivision proposals shall be consistent with the need to minimize flood damage;
 - b. All proposed lots in the subdivision shall have a building site that is located above the base flood elevation. It is preferred that building sites are located on natural high ground and special flood hazards areas are reserved for open space, trails, parks, and other low-impact, non-residential uses. If fill is proposed to elevate building sites, compensatory storage must be provided in accordance with section chapter.
 - c. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
 - d. All subdivision proposals shall include streets that are at or above the base flood elevation to allow dryland access for emergency vehicles during a flood event.
 - e. All subdivision proposals shall have adequate drainage facilities provided to ensure that the post-development stormwater (of a 25-year storm) discharge volume and flow rate will not exceed the pre-development conditions. Low impact development and green infrastructure techniques for stormwater management are encouraged. Drainage plans and pre- and post-development hydrology calculations shall be prepared by a civil engineer licensed in the State of Idaho;
 - f. All subdivision proposals and other development proposals greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals base flood elevation data. Base flood elevation shall be developed per FEMA hydrologic and hydraulic analysis methods and prepared by a qualified engineer licensed in the State of Idaho. United States Geological Survey (USGS) datum shall be used and identified on the plat and a permanent benchmark shall be identified and shown on the plat. Per subsection 17.88.050.D.3.d.(3) of this chapter, base flood elevation data and boundaries of the base flood shall be submitted to FEMA through the Conditional Letter of Map Revision (CLOMR) if fill is proposed or Letter of Map Revision (LOMR) process;
 - g. All requirements of the Code of Federal Regulations, 44 CFR 60.3 shall be met.
 - h. All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334.
5. Review Of Building Permits: Where elevation data is not available either through the Flood Insurance Study or from another authoritative source (subsection 17.88.050.D.3.e. of this chapter), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet (2') above grade in these zones may result in higher insurance rates.
6. Solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards and chemical storage facilities: New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in this title, in the Special Flood Hazard Area. A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Flood Protection Elevation and certified in accordance with the provisions of this title.

B. Specific Standards: In all areas of special flood hazard where base flood elevation data has been provided as set forth in subsection 17.88.040.A.3, "Basis For Establishing The Areas Of Special Flood Hazard", or 17.88.050.D.3.e, "Use Of Other Base Flood Data", of this chapter, the following provisions are required:

1. AO Zones: All construction in AO zones shall be designed and constructed with drainage paths around structures to guide water away from structures.
2. Residential Construction:
 - a. New construction and substantial improvement of any residential structure in any A1-30, AE and AH zone shall have the top of the lowest floor, including basement, elevated no lower than the Flood Protection Elevation.
 - b. New construction and substantial improvement of any residential structure in any AO zone shall have the lowest floor, including basement, elevated to or above the highest adjacent grade at least as high as the FIRM's depth number plus twenty-four inches (24").
 - c. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited or shall be constructed entirely of flood resistant materials at least to the Flood Protection Elevation and designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria (see figures 1, "Preferred Crawl Space Construction", and 2, "Below Grade Crawl Space Construction", of this section and FEMA Technical Bulletin 11 for further information:
 - (1) A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. Openings shall be placed on at least two (2) walls to permit entry and exit of floodwaters. If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
 - (2) The bottom of each flood vent opening shall be no higher than either one foot (1') above the interior grade or shall be no higher than one foot (1') above the exterior adjacent grade.
 - (3) Engineered flood vents are required.
 - (4) Portions of the building, utilities, and machinery located below the base flood elevation shall be constructed with material resistant to flood damage.
 - (5) The interior grade of a below grade crawl space (see figure 2, "Below Grade Crawl Space Construction", of this section) shall not be more than two feet (2') below the exterior lowest adjacent grade (LAG).
 - (6) The height of a below grade crawl space, measured from the interior grade of the crawl space to the top of the crawl space foundation wall, shall not exceed four feet (4') at any point.
 - (7) A below grade crawl space shall have an adequate drainage system that removes floodwaters from the interior area of the crawl space within a reasonable time after a flood event.
 - (8) The velocity of floodwaters at the site should not exceed five (5) feet per second for any crawlspace.

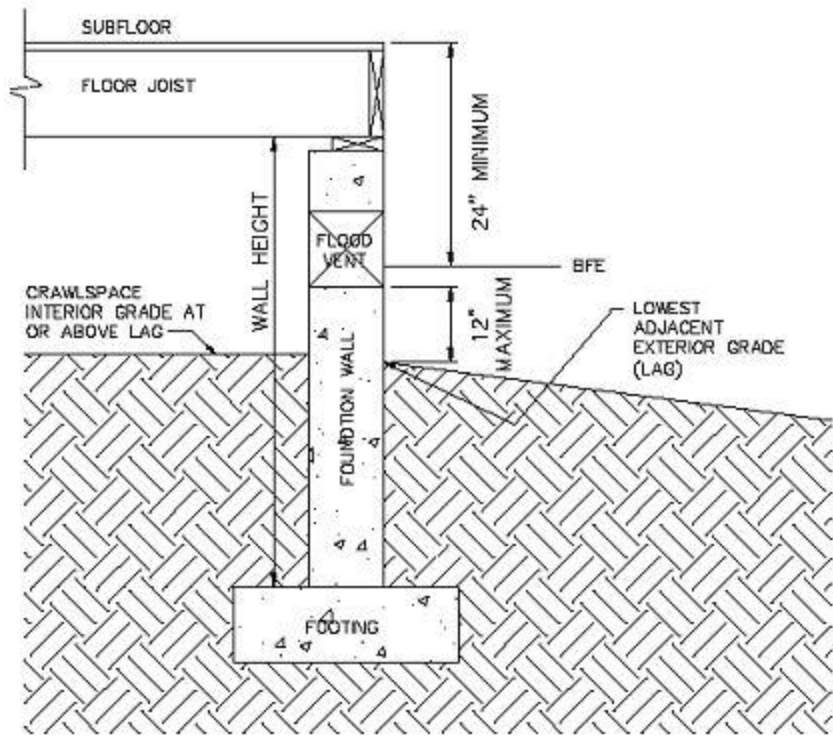


FIGURE 1
PREFERRED CRAWL SPACE CONSTRUCTION

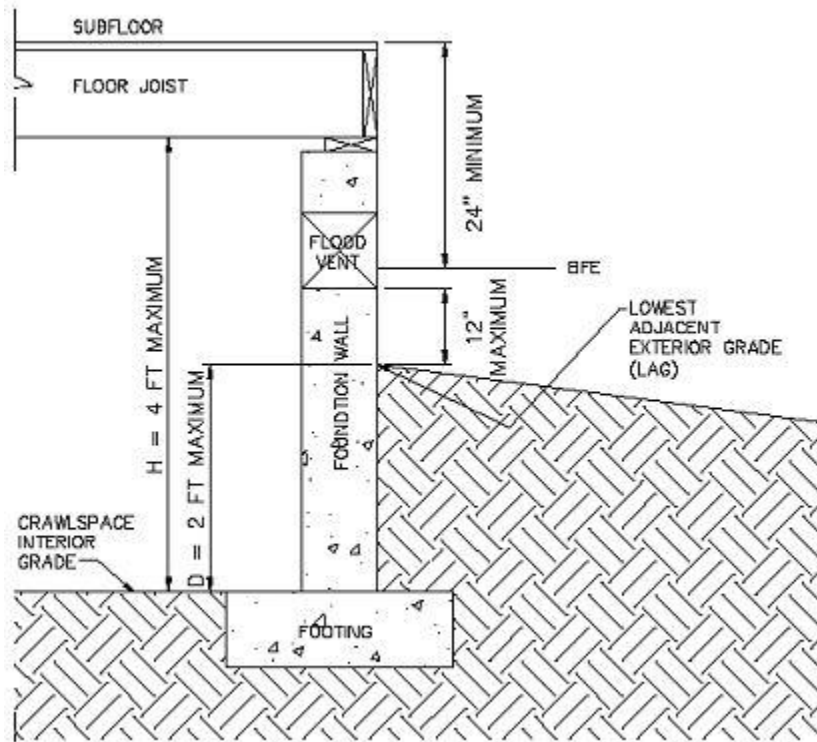


FIGURE 2
BELOW GRADE CRAWL SPACE CONSTRUCTION

Note: A below grade crawl space shall be subject to higher flood insurance rates through the NFIP.

3. Nonresidential Construction:

a. New construction and substantial improvement of any commercial, industrial, nonresidential portion of a mixed use or other nonresidential structure in any A1-30, AE and AH zone shall either have the top of the floor structure of the lowest floor, including basement, elevated no lower than the Flood Protection Elevation or floodproofed to the Flood Protection Elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, are :

- (1) Watertight with walls substantially impermeable to the passage of water;
- (2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
- (3) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this article based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth in subsection 17.88.050.D.3.f.(5) of this chapter, along with the operational plan and inspection and maintenance plan;
- (4) Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection B2c of this section; and
- (5) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot (1') below the floodproofed level (e.g., a building constructed to the base flood level will be rated as 1 foot below that level).

b. All new construction and substantial improvement of nonresidential structures within AO zones shall:

- (1) Have the lowest floor (including basement) elevated above the highest adjacent grade at least twenty four inches (24") higher than the depth number specified in feet on the FIRM; or
- (2) Together with the attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard specified in subsection 17.88.060.B.3.a of this section.

4. **Manufactured Homes:** All manufactured homes to be placed or substantially improved within zones A1-30, AH, and AE shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is twenty four inches (24") above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of subsection 17.88.060.A.1.b of this section.

5. **Recreational Vehicles:** All recreational vehicles to be placed on a site within zones A1-30, AH, and AE shall meet the requirements of subsection 17.88.060.B.4 of this section, or be placed on the site for less than one hundred eighty (180) consecutive days and be fully licensed and highway ready. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.

6. **Critical Facilities:**

a. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area (SFHA) (100-year floodplain).

b. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available.

c. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet (3') above BFE or to the height of the 500-year flood, whichever is higher.

d. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

e. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

7. Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

a. a specified time period for which the temporary use will be permitted. Time specified may not exceed six (6) months, renewable up to one (1) year;

b. the name, address, and phone number of the individual responsible for the removal of the temporary structure;

c. the time frame prior to the event at which a structure will be removed (i.e., immediately upon flood warning notification);

d. a copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

e. designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.

f. Temporary structures in the floodway must provide a Hydraulic and Hydrology Analysis along with a No-Rise Certification.

8. Accessory and Agricultural Structures (Appurtenant structures). When accessory structures (sheds, detached garages, etc.) used solely for parking, and storage are to be placed within a Special Flood Hazard Area, elevation or floodproofing certifications are required for all accessory structures in accordance with this title, and the following criteria shall be met:

a. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking, or restroom areas);

b. Accessory structures shall not be temperature-controlled;

c. Accessory structures shall be designed to have low flood damage potential;

d. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

e. Accessory structures shall be firmly anchored in accordance with the provisions of Section 17.88.060.A.1;

f. All utility equipment and machinery, such as electrical, shall be installed in accordance with the provisions of Section 17.88.060.A.3; and

g. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Flood Protection Elevation in conformance with the provisions of this title.

h. Accessory structures not used solely for parking, access, and storage must be elevated per this title.

i. An accessory structure with a footprint less than 200 square feet and is a minimal investment of \$7,500 and satisfies the criteria outlined in a - g above is not required to provide the elevation certificate per this title.

9. Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

a. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the base flood, including the effects of buoyancy (assuming the tank is empty);

b. Elevated above-ground tanks, in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse, or lateral movement during conditions of the base flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;

c. Not elevated above-ground tanks may be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

d. Tank inlets, fill openings, outlets and vents shall be:

i. At or above the flood protection elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the base flood; and

ii. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

10. Compensatory Storage: New development shall not reduce the effective flood storage volume of the Regulatory Floodway and SFHA. A development proposal shall provide compensatory storage if grading or other activity eliminates any effective flood storage volume. Compensatory storage shall:

a. Provide equivalent volume at equivalent elevations to that being displaced. For this purpose, "equivalent elevation" means having similar relationship to ordinary high water and the best available one hundred (100) year water surface profiles;

b. Be hydraulically connected to the source of flooding; and

c. Provide compensatory storage in the same construction season as when the displacement of flood storage volume occurs and before the flood season begins.

d. The newly created storage area shall be graded and vegetated to allow fish access during flood events without creating fish stranding sites.

17.88.070: Standards for Floodplains without Established Base Flood Elevations – Zone A

Within the Special Flood Hazard Areas designated as Zone A (also known as Unnumbered A Zones) where no Base Flood Elevation (BFE) data has been provided by FEMA, the following provisions, in addition to the provisions of Section 17.88.060.A shall apply:

A. The BFE used in determining the Flood Protection Elevation (FPE) shall be determined based on the following criteria:

1. When Base Flood Elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Sections 17.88.060.A and B.
2. When floodway data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway areas shall also comply with the requirements of Sections 17.88.060.B. and 17.88.090.
3. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data. Such Base Flood Elevation (BFE) data shall be adopted by reference in accordance with Section 17.88.040.A.3 and utilized in implementing this ordinance. The applicant/developer shall submit an application for a Conditional Letter of Map Revision (CLOMR) prior to Preliminary Plat approval and have obtained a Letter of Map Revision (LOMR) prior to any building permits for structures being issued.
4. When Base Flood Elevation (BFE) data is not available from a Federal, State, or other source as outlined above, the lowest floor shall be elevated or floodproofed (non-residential) to two feet (2.0 ft.) above the Highest Adjacent Grade (HAG) at the building site or to the Flood Protection Elevation (FPE) whichever is higher. All other applicable provisions of Section 17.88.060.B shall also apply.

17.88.080: Standards for Riverine Floodplains with Base Flood Elevations but without Established Floodways.

A. Along rivers and streams where Base Flood Elevation (BFE) data is provided by FEMA or is available from another source but floodways are not identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

1. Standards of Sections 17.88.060.A and B; and
2. Until a regulatory floodway is designated, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

17.88.090: Standards for Floodways.

Areas designated as floodways located within the Special Flood Hazard Areas established in Section 17.88.040.A.3. The floodways are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Sections 17.88.060.A and B, shall apply to all development within such areas:

A. New residential structures and residential substantial improvements are prohibited in the floodway.

B. All encroachment, including fill, new construction, substantial improvements, residential structures, and other developments shall be prohibited, except for the following:

1. Roads and bridges necessary to connect areas outside of the special flood hazard area;
2. Utilities;
3. Recreational pathways and open space;
4. Flood control and stormwater management facilities;
5. Boat ramps or river access;
6. Wildlife habitat improvements;
7. Stream restoration and bank stabilization constructed in accordance with a Floodplain Development Permit;
8. Fences that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, in regulated floodways shall meet the limitations of 17.88.090 of this ordinance.
9. Retaining walls, bulkheads, sidewalks, and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 17.88.090 of this ordinance.
10. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings, and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, which encroach into regulated floodways, shall meet the limitations of Section 17.88.090 of this ordinance. The applicant/developer shall submit an application for a Letter of Map Revision (LOMR) upon completion of construction for the purpose of providing FEMA better available data.
11. Drilling water, oil, and/or gas wells including fuel storage tanks, apparatus, and any equipment at the site that encroach into regulated floodways shall meet the limitations of Section 17.88.090 of this ordinance.
12. Docks, piers, boat ramps, marinas, moorings, decks, docking facilities, port facilities, shipbuilding, and ship repair facilities that encroach into regulated floodways shall meet the limitations of Section 17.88.090 of this ordinance

C. Encroachments in the floodway are only allowed if:

1. All development shall comply with all applicable flood hazard reduction provisions of this ordinance and meet the approval of the Federal Emergency Management (FEMA) and National Flood Insurance Program (NFIP) and does not jeopardize the city's participation in the NFIP; and
2. Requirements of a No Adverse Impact statement and a No-Rise Certification, with accompanying analysis, are met; or
3. A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.

17.88.100: Standards for Areas of Shallow Flooding (Zone AO, AH, AR/AO, or AR/AH)

A. Areas designated as shallow flooding areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to all other applicable sections of this title, all new construction and substantial improvements shall meet the following requirements:

1. The lowest floor shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of two (2) feet, above the highest adjacent grade; or at least two (2) feet above the highest adjacent grade if no depth number is specified.
2. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in chapter so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Floodproofing Certification is required in accordance with this chapter.
3. Accessory structure (appurtenant structure) (sheds, detached garages, etc.)
 - a. Used solely for parking, and storage:

(1) Shall have the lowest floor elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of two (2) feet, above the highest adjacent grade; or at least two (2) feet above the highest adjacent grade if no depth number is specified; or

(2) Shall have flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Flood Protection Elevation in conformance with the provisions of 17.88.060.B.2.c.

b. Not used solely for parking, and storage

(1) Shall be elevated per 17.88.060.B.2 and 17.88.060.B.3.

4. Adequate drainage paths shall be provided around structures on slopes to guide floodwaters around and away from proposed structures.

5. Hazardous Velocities: Where hazardous velocities are noted on the FIRM, proper construction techniques and methods shall be used to mitigate the effects of the velocities.

17.88.110: Floodplain Development Permit Exemptions and Irrigation Activities and Development:

A. Activities that do not require a floodplain development permit:

Consistent with Idaho Code §46-1021 and §46-1022, operation, cleaning, maintenance or repair of any ditch, canal, lateral, drain, diversion structure or other irrigation or drainage works, as defined within this guidance document, do not constitute development under Idaho law and therefore do not require either a GIFD permit or an individual permit. The below list of activities delineates some activities that do not require a permit. The list is not exhaustive. The Floodplain Administrator must exercise their professional judgement when reviewing activities to determine if an activity requires a permit. When in doubt, the Floodplain Administrator should seek consultation from the IDWR Floodplain Coordinator to determine permit necessity.

1. General farming, pasture, horticultural activities, and forestry that do not involve earthwork that permanently alters the topography or any clearing/grubbing of an area.
2. Grading of existing roads or easements along or near channels and within the SFHA, provided that the grading does not add fill within the regulatory floodway or SFHA.
3. Maintenance of underground utilities (work must not permanently alter topography).
4. In-kind replacement of existing piers or posts supporting a conforming deck.
5. Activities associated with land-surface construction stormwater Best Management Practices (“BMP”), provided the measures are temporary in nature (i.e. not in place for longer than 180 days) or do not increase the BFE. Examples of stormwater BMP activities that do not require a permit include the following: dust control; materials and equipment covers; mulching; geotextile fabrics; matting; bio-filter bags; fiber rolls; silt fences; vegetative buffer strips; temporary swales; and temporary berms.
6. New installation or maintenance of non-solid fences constructed parallel to the flow of water during a flood event. Non-parallel or solid fences that block the flow will need to go through the individual permitting process.
7. Activities that fall under the scope of a Riparian Alteration Permit as described in 17.88.050.

B. General Irrigation Floodplain Development Permit:

1. Upon review of the proposed activities and projects, the Floodplain Administrator will assess whether or not they fall, in whole or in part, under the GIFD permit, and whether any components require an individual permit and notify the applicant in writing accordingly.

The Floodplain Administrator shall advise the applicant or project sponsor of their assessment via written notice (email is preferable). The Floodplain Administrator shall maintain a copy of all proposed project notifications and responses.

2. GIFD permit does NOT include the following types of development activities and projects:

- a. Fill, except as outlined in the examples below;
- b. new construction, or replacements that do not meet the in-kind definition;
- c. activities or projects that trigger any requirement found in the local floodplain management or NFIP regulations; and
- d. activities or projects that increase flood damage and/or increase exposure to flood hazards.

3. GIFD permit activities and projects:

- a. Dredging and grading of irrigation and drainage channels, provided that fill from dredging or grading is not deposited on the banks of channels or anywhere within the regulatory floodway or SFHA for longer than 10 days.
 - b. Seasonal grading within natural stream channels to check or direct water into irrigation facilities (i.e. earthen “push-up dams” and “wing dams”).
 - c. Deposition of fill within the SFHA for less than 10 days. After 10 days, deposited fill must be removed from the SFHA, or graded and compacted to existing grade within ± 0.2 feet. Deposition of fill includes deposition of material resulting from grading or excavating irrigation or drainage channels. Deposition of fill within the mapped floodway requires an individual permit.
 - d. Construction of new underground utilities that do not permanently alter the topography. Excess soil from new pipes larger than 2 feet in diameter must be disposed of outside the regulatory floodway and SFHA.
 - e. In-kind replacement of irrigation and drainage works or components including but not limited to control gates or head gates, measuring devices and their housing structures/stilling wells, culverts, pumps, pipes, flumes, siphons and similar works. GIFD permits cannot authorize the In-kind replacement of dams or bridge structures.
 - f. New driveways, trails, sidewalks, roads and streets constructed completely at-or-below existing grade.
 - g. New underground utilities that do not permanently alter the existing grade elevations by ± 0.5 feet.
 - h. Armoring, stabilizing, securing, or in-kind replacement of existing infrastructure within the channel banks (such as bridge piers, sewer/utility supports and storm water/sewer drainage outfalls/headwalls) provided the dimensions (bank slopes, channel location, channel elevation) of the channel are not altered. This should not involve replacement with larger or additional above ground infrastructure.
4. Floodplain Development Permits: An individual permit is required for all other permitted activities and projects within the regulatory floodway and SFHA that do not meet the requirements of a GIFD permit.

17.88.120: ENFORCEMENT AND PENALTIES FOR VIOLATION:

A. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations.

B. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$300 or imprisoned for not more than six (6) months. Each day the violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Ketchum from taking such other lawful actions as is necessary to prevent or remedy any violation.

C. The provisions of this article shall be enforced by one or more of the following methods:

1. Requirements of floodplain development permit;

2. Requirements of building permit;
3. Inspection and ordering removal of violations;
4. Criminal liability;
5. Injunction; and
6. Civil enforcement.

D. Enforcement shall further be administered according to chapter 17.156 of this title.

EXHIBIT C

PUBLICATION SUMMARY OF ORDINANCE NO. 1214

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, ZONING REGULATIONS, SECTION 17.08.020, TERMS DEFINED; REPEALING ARTICLE I, FLOOD DAMAGE PREVENTION, OF CHAPTER 17.88, FLOODPLAIN MANAGEMENT OVERLAY ZONING DISTRICT (FP); ADOPTING A NEW ARTICLE I, FLOOD DAMAGE PREVENTION; AMENDING CHAPTER 17.88, FLOODPLAIN MANAGEMENT, OVERLAY ZONING DISTRICT (FP), ARTICLES II – IV TO RENUMBER SECTIONS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1214 of the City of Ketchum, Blaine County, Idaho, adopted on _____ 2021, is as follows:

- SECTION 1.** Amends Section 17.08.020, Terms Defined, to repeal, adopt new, and revise definitions related to floodplain development activities.
- SECTION 2.** Amends Chapter 17.88, Floodplain Management Overlay Zoning District, Article I, Flood Damage Prevention, to repeal the prior Article I and replace it with a new Article I that aligns with the state of Idaho’s model floodplain ordinance, National Flood Insurance Program regulations, and best management practices for floodplain development.
- SECTION 3.** Amends Chapter 17.88, Floodplain Management Overlay Zoning District, Articles II-IV, to renumber each section to account for additional new sections added to Article I.
- SECTION 4.** Establishes a savings and severability clause.
- SECTION 5.** Established a repealer clause.
- SECTION 6.** Provides for publication by summary.
- SECTION 7.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Katrin Sharp, Deputy City Clerk