



CITY OF KETCHUM, IDAHO

CITY COUNCIL MEETING

Monday, October 02, 2023, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

AMENDED AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

You will find this option on our website at www.ketchumidaho.org/meetings.

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

Join us via Zoom (*please mute your device until called upon*).

Join the Webinar: <https://ketchumidaho-org.zoom.us/j/84556652379>

Webinar ID:845 5665 2379

- Address the Council in person at City Hall.
- Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*).

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

CALL TO ORDER: By Mayor Neil Bradshaw

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

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted.

CONSENT AGENDA:

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

2. Recommendation to approve minutes of September 18, 2023 – City Clerk Trent Donat
3. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher

- [5.](#) Recommendation to approve street closure for the Board Bin Street Party - Events Manager/Administrative Liaison Eryn Alvey
- [6.](#) Recommendation to approve Contract 24007 with Sun Valley Economic Development - City Administrator Jade Riley
- [7.](#) Recommendation to approve Contract 24008 with the Idaho Dark Sky Alliance - City Administrator Jade Riley
- [8.](#) Recommendation to approve Contract 24009 with Friends of the Sawtooth Avalanche Center - City Administrator Jade Riley
- [9.](#) Recommendation to approve Contract 24010 with Mountain Humane - City Administrator Jade Riley
- [10.](#) Recommendation to approve Purchase Order 24013 with Cueva Elk Roofing for Lift Tower Lodge roof dormer repairs - Facilities Maintenance Supervisor Juerg Stauffacher
- [11.](#) Recommendation to approve Purchase Order 24014 with Sun Seal LLC for repairing and sealing Lift Tower Lodge driveway and parking lot - Facilities Maintenance Supervisor Juerg Stauffacher
- [12.](#) Recommendation to approve Purchase Order 24015 with Blink Network LLC for electric vehicle charging station - Facilities Maintenance Supervisor Juerg Stauffacher
- [13.](#) Recommendation to approve Contract 24016 with Blaine County for Sustainability Program Management Cost Sharing - City Administrator Jade Riley
- [14.](#) Recommendation to approve Purchase Order 24017 with ICRMP for renewal of City Public Entity Multi-Lines Insurance Policy and Joint Powers Subscriber Agreement 22885 - City Clerk & Business Manager Trent Donat
- [15.](#) Recommendation to approve Purchase Order 24019 with CT Northwest for pedestrian/bicycle crosswalk sensors at Wood River Trail and Warm Springs Rd - City Administrator Jade Riley
- [16.](#) Recommendation to approve Purchase Order 24018 with Sawtooth Wood Products, Inc. for pickleball fence at Atkinson Park - Director of Recreation John Kearney
- [17.](#) Recommendation to approve Reimbursement Agreement 22884 between the City of Ketchum and the Ketchum Urban Renewal Agency for the Town Square Master Plan and Undergrounding of Power Lines on Highway 75 between Gem Street and Serenade - KURA Executive Director Suzanne Frick

PUBLIC HEARING:

- [18.](#) Recommendation to hold a public hearing, conduct the second and third readings, and adopt Ordinance 1249 amending certain sections of Title 16 - Subdivisions and Title 17 - Zoning Regulations - Senior Planner Abby Rivin

NEW BUSINESS:

- [19.](#) Recommendation to review information and provide direction on staffing model of the Ketchum Building Department - Director of Planning & Building Morgan Landers
- [20.](#) Review and approve written decision on Administrative Appeal P22-035B of Final Design Review and Condominium Preliminary Plat at 200 N. Leadville Ave – City Attorney Matt Johnson

EXECUTIVE SESSION:

- [21.](#) Pursuant to Idaho Code 74-206(1)(c) - Property acquisition.

ADJOURNMENT:

From: [peter tynberg](#)
To: [Participate](#)
Subject: I am submitting the information below which I wish to be included in the Public Comments at the next City Council meeting
Date: Monday, September 25, 2023 8:09:28 AM

I have been in communication with City officials since late May of this year regarding unwanted water from West Ketchum being transported onto my property and causing damage from the water and mud. Our lot is part of a wetland area (the lowest point along Wood River Drive), and these wetlands were being used as a conduit for returning this water to the river. In addition there is a culvert under the street which transports unwanted rainwater and snow melt water on to our wetlands as well. The damage was especially severe this spring when spring run off was directed through blue tubes (which the City allowed on the streets) to transport this unwanted water from a project at Rember and Bird Streets: Westcliff Residences.

My experts have reviewed the plans of the Westcliff Residences project: the source of most of the unwanted spring run off directed to our wetland by sump pumps and blue tubes last spring. The City in plan revisions of that project restricted their drywells to a depth of five feet, because groundwater had been found only six feet below the ground surface.

The two drywells that required drainage were far deeper than the five feet restriction, and it seems obvious that rising of the aquifer caused the need for sump pumps.

One of these drywells has been covered over this summer. This will be a continual problem in the future.

The plans of that project also required some percentage of the internal driveways and parking areas to be made of porous materials to help with site drainage.

I see no porous materials there.

The City is directing unwanted water: spring run off in the spring (through blue pipes allowed on the streets), and unwanted rain water and snow melt water (through a culvert under Wood River Drive) onto our wetlands. Our wetlands are being used as a conduit to return this unwanted water to the river where it belongs. It has caused damage to our property with spring flooding and deposits of mud on our parking area and in side our trash enclosure. This is occurring as our wetlands are at the lowest elevation in West Ketchum, and these wetlands are a convenient place for draining this unwanted water. I know of no similar situation in the City. Our property is being ABUSED.

There is a very reasonable solution to this situation. A storm drain to handle all the unwanted water could easily be constructed from the lower end of the culvert to the river to handle this unwanted water. As the wetlands are currently being developed by our neighbor, an easement through that property could be arranged for such a storm drain.

Respectfully,

Peter Tynberg, M.D.

500 Wood River Drive

From: [peter tynberg](#)
To: [Participate](#)
Subject: For the Public Comment Section at the next City Council Meeting
Date: Monday, September 25, 2023 2:47:20 PM

This is an addendum to my previous submission:

In regard to the City's misuse of our wetlands by using them as a conduit for getting unwanted water from housing in West Ketchum, I have discovered that the City constructed recently a second culvert under Wood River Drive onto the wetland of 470 Wood River Drive. The culvert should have emptied into the river rather into our wetlands. We have had property damage from water and mud due the the enormous quantity of spring run off this year. Here are photos of the pond on our property. What a mess it has become from the unwanted water!

Respectfully,

Peter Tynberg, M.D.

500 Wood River Drive



From: [Hannah Harris](#)
To: [Participate](#)
Subject: Parking Focus Group
Date: Monday, September 25, 2023 4:07:52 PM

Hi there,

My name is Hannah Harris and I am a Ketchum resident in my late 20's. I wanted to be at the parking focus group next week but will be out of town visiting family.

As our town grows, both with resident and tourist traffic, I want to be sure we're thinking long-term about the health and safety of the people and planet.

I completely understand that folks living in town have a hard time parking. I have friends who, especially in winter, are constantly having to move their cars around with snow removal schedules. Personally, I've had my car towed due to out-of-date signage and snow conditions.

That being said, I do *not* believe that paving more green space or widening roads is a viable answer. **More asphalt in town means more heat retention, higher flooding risks, and [more traffic](#).**

We need to be incentivising folks to walk, bike, carpool and utilize our fantastic public transportation. This includes increasing ADA accessibility, bike safety education and biking and pedestrian only spaces. We should additionally consider parking areas with electric vehicle charging stations.

We have an amazing opportunity to become a more climate resilient, safe town where people can continue enjoying walking around for decades to come.

Thanks,
Hannah

--

Hannah Harris

(216) 903 8954 | hannah@sunvalleyinstitute.org

Program Coordinator, [Sun Valley Institute for Resilience](#)

Our Programs: [Impact Idaho Fund](#), [Local Food Alliance](#) & [5B Resilient](#)

From: [julian.tyo](#)
To: [Participate](#)
Subject: 360 6th Street Purchase Opportunity
Date: Wednesday, September 27, 2023 4:48:59 PM

Good Afternoon,

Is the City of Ketchum considering purchase of the recently listed property at 360 6th Street?

This property presents unique opportunities for the preservation of neighborhood character and L Category housing.

Kind Regards,

Julian Tyo

From: [City of Ketchum Idaho](#)
To: [Participate](#)
Subject: Form submission from: Contact Us
Date: Wednesday, September 27, 2023 6:09:22 PM

Submitted on Wednesday, September 27, 2023 - 6:09pm

Submitted by anonymous user: 73.225.248.247

Submitted values are:

First Name Kendra

Last Name Niesz

Email niesz@aim.com

Question/Comment

Why do you only allow one natural gas company service the community? They have become a monopoly. Make you wait the WHOLE day to start service. All the companies here give a two hour window.

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/11701>



CITY OF KETCHUM
MEETING MINUTES OF THE CITY COUNCIL
Monday, September 18, 2023

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

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

ROLL CALL:

Mayor Neil Bradshaw

Michael David

Jim Slanetz

Amanda Breen

Courtney Hamilton – *via teleconference*

ALSO PRESENT:

Jade Riley—City Administrator

Trent Donat—City Clerk & Business Manager

Bailee Ancona—Deputy City Treasurer

Morgan Landers—Director of Planning and Building

Abby Rivin—Senior Planner

Paige Nied—Associate Planner

Carissa Connelly—Housing Director

Matt Johnson—City Attorney – *via teleconference*

Sam Linnet—Alturas Law Group, Appellant’s Counsel

Ed Simon—Legal Counsel for Applicant

Nicole Robinson—Architect

COMMUNICATIONS FROM MAYOR AND COUNCIL:

- Amanda Breen shared that the KURA Board wants to make certain that when helping fund city projects, that the City credits the KURA in communication to the community. *(00:00:43 in video)*
- Mayor Neil Bradshaw thanked KURA and assured that future communications would highlight the KURA funding. *(00:01:29 in video)*

CONSENT AGENDA: *(00:02:03 in video)*

- Item # 2 to be voted separately as Courtney Hamilton was absent at the previous meeting.

Motion to approve consent agenda items #3 - # 15. *(00:2:43 in video)*

MOVER: Jim Slanetz

SECONDER: Amanda Breen

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

RESULT: ADOPTED UNANIMOUS

Motion to approve consent agenda item #2. *(00:3:03 in video)*

MOVER: Amanda Breen

SECONDER: Jim Slanetz

AYES: Michael David, Amanda Breen, Jim Slanetz

RECUSED: Courtney Hamilton

RESULT: ADOPTED

PUBLIC HEARING: *(00:03:23 in video)*

16. Recommendation to hold a public hearing and conduct the first reading of Ordinance 1249, amending certain sections of Title 16 – Subdivisions, and Title 17 – Zoning Regulations.

Presented by: Morgan Landers and Abby Rivin *(00:04:24 in video)*

Questions, comments, and discussion by Council *(00:20:56 in video)*

Public Comment Open: *(00:30:14 in video)*

- Brian Barsotti *(00:30:49 in video)*

Public Comment Closed: *(00:35:06 in video)*

Questions, comments, and discussion by Council *(00:35:18 in video)*

Motion to approve the first reading by title only of Ordinance 1249. *(00:40:31 in video)*

MOVER: Amanda Breen

SECONDER: Jim Slanetz

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

RESULT: ADOPTED UNANIMOUS

Reading by title only of Ordinance 1249.

Trent Donat *(00:40:52 in video)*

The council decided, after being informed by Morgan Landers, to consolidate 2nd and 3rd readings of Ordinance 1249 at the October 2, 2023, City Council meeting. It was the only item on the September 25, special meeting, which is now cancelled. *(00:42:30 in video)*

NEW BUSINESS:

17. Update on Housing Action Plan.

Presented by: Carissa Connelly *(00:43:37 in video)*

Questions, comments, and discussion by Council *(00:47:57 in video)*

18. Review and make a determination of an Administrative Appeal P22-035B of Final Design Review and Condominium Preliminary Plat for a mixed-use development at 200 N Leadville Ave.

Introduced by: Mayor Neil Bradshaw *(00:52:14 in video)*

Protocol explained and presented by: Matt Johnson *(00:52:59 in video)*

Procedural questions by Council *(00:55:38 in video)*

Argument for Appellant *(00:57:34 in video)*

Presented by: Sam Linnet

Applicants Response/Argument *(01:12:26 in video)*

Presented by: Ed Simon; Joined by Nicole Robbins – Architect

- Matt Johnson asked for confirmation that the pictures being shown were already in the record, and if not that those pictures would be noted. *(01:27:09 in video)*
- Ed Simon confirmed some pictures not in the record previously, were being shown. *(01:27:34 in video)*
- Sam Linnet made an objection to new information and pictures not already on the record. *(01:28:07 in video)*
- Mayor Bradshaw recommended the council not to take any new information. *(01:28:31 in video)*
- The council upheld the objection and agreed to proceed with no new information being introduced. *(01:28:59 in video)*

Rebuttal to Applicants Argument *(01:34:36 in video)*

Presented by: Sam Linnet

Questions to staff and attorneys, comments, and discussion by Council *(01:43:15 in video)*

- Matt Johnson will have a written decision summarizing that P & Z acted within its authority on all 5 issues. This written decision will be presented to the council at the City Council Meeting on October 2, 2023, for review.

EXECUTIVE SESSION:

19. Pursuant to Idaho Code 74-206(1)(f)-Pending litigation.

Motion to move to Executive Session. *(02:21:55 in video)*

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

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

RESULT: UNANIMOUS

ADJOURNMENT:

Motion to adjourn *(02:22:22 in video)*

MOVER: Amanda Breen

SECONDER: Jim Slanetz

AYES: Michael David, Jim Slanetz, Amanda Breen

RESULT: UNANIMOUS

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GENERAL FUND				
LEGISLATIVE & EXECUTIVE				
01-4110-2600 LONG TERM DISABILITY				
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD AUGUST PREMIUMS	57.46	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD SEPTEMBER PREMIUMS	57.46	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD OCTOBER PREMIUMS	57.46	
Total LEGISLATIVE & EXECUTIVE:			172.38	
ADMINISTRATIVE SERVICES				
01-4150-2600 LONG TERM DISABILITY				
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD AUGUST PREMIUMS	381.36	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD SEPTEMBER PREMIUMS	381.36	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD OCTOBER PREMIUMS	381.36	
01-4150-3100 OFFICE SUPPLIES & POSTAGE				
COPY & PRINT, L.L.C.	127387	PENS, POST-ITS, TAPE, ENVELOPES, SPLENDIA, BOARD CLEANER	382.62	
COPY CENTER LLC	2915	FISCAL 24 BUDGET BOOK	993.82	
GEM STATE PAPER & SUPPLY	1103945	TISSUE & TOWEL	136.60	
PITNEY BOWES - RESERVE ACC	3317936663	CONTRACT 0040982200 SENDPRO C AUTO	407.94	
01-4150-4200 PROFESSIONAL SERVICES				
CINTAS	4154403042	MATS- CM 9235435088	16.80	
CINTAS	4168406538	BLACK MATS	34.99	
KETCHUM COMPUTERS, INC.	19943	ADMINISTRATION	2,541.00	
SENTINEL FIRE & SECURITY, IN	91800	ORE WAGON MONITORING	87.00	
WESTERN RECORDS DESTRUCT	0653625	RECORDS DESTRUCTION - JULY 2023	67.00	
VALLEY TEMP SERVICES INC	000075	ELIZABETH INSINGER	210.00	
BD CONSULTING LLC	2023-12	FINANCIAL CONSULTING SERVICES	552.50	23048.1
SPEED GOAT TECHNOLOGY LLC	2230084	CORE SWITCHES, MEETING CLERK, FIBER CUTOVER, VLAN CHANGES ETC	2,790.00	
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO				
EXPRESS PUBLISHING, INC.	10002196 0831	Advertising	2,059.00	
EXPRESS PUBLISHING, INC.	10002196 0831	ADVERTISING	1,580.22	
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH				
GOVERNMENT FINANCE OFFICE	0227322	MEMBERSHIP 10/2023-9-2024	160.00	
01-4150-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087265574 24	2087265574 240B 091323	66.32	
01-4150-5110 COMPUTER NETWORK				
CDW GOVERNMENT, INC.	MB61923	VEEAM B/U ESS 24/7	724.64	
CDW GOVERNMENT, INC.	MB95716	VMM VSPH AND SUB	561.17	
DELL MARKETING L.P.	IT092523	VLA WINDOWS SERVER PER 2 CORE LIC 2022	1,899.20	
KETCHUM COMPUTERS, INC.	19943	ADMIN HARDWARE	1,801.80	
01-4150-5150 COMMUNICATIONS				
COPY CENTER LLC	2915	BUSINESS SIGNS	180.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
COPY CENTER LLC	2915	BUSINESS ENTRANCE BANNER	210.00	
COPY CENTER LLC	2915	BUSINESS SIGNS	180.00	
COPY CENTER LLC	2915	STREET PAVERS POSTERS	360.00	
SNEE, MOLLY	2323	SEPTEMBER RETAINER FEE	5,000.00	
01-4150-5200 UTILITIES				
IDAHO POWER	2203990334 09	2203990334 091223	25.45	
IDAHO POWER	2203990334 09	2203990334 091323	25.45	
IDAHO POWER	2206452274 09	2206452274 092323	515.45	
IDAHO POWER	2206570869 09	2206570869 091323	5.42	
IDAHO POWER	2260077785 09	2260077785 091323	149.76	
01-4150-6500 CONTRACTS FOR SERVICES				
S & C ASSOCIATES LLC	2868-2881	2869	531.00	
S & C ASSOCIATES LLC	2868-2881	2875	118.00	
S & C ASSOCIATES LLC	2868-2881	2876	708.00	
S & C ASSOCIATES LLC	2868-2881	2874	767.00	
S & C ASSOCIATES LLC	2868-2881	2872	2,317.00	
S & C ASSOCIATES LLC	2868-2881	2873	1,668.00	
S & C ASSOCIATES LLC	2868-2881	2877	295.00	
Total ADMINISTRATIVE SERVICES:			31,272.23	
LEGAL				
01-4160-4200 PROFESSIONAL SERVICES				
WHITE PETERSON LAW FIRM	24892 083123	General Services 24892R 083123	10,265.33	
Total LEGAL:			10,265.33	
PLANNING & BUILDING				
01-4170-2600 LONG TERM DISABILITY				
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD AUGUST PREMIUMS	149.93	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD SEPTEMBER PREMIUMS	149.93	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD OCTOBER PREMIUMS	149.93	
01-4170-3100 OFFICE SUPPLIES & POSTAGE				
UPS STORE #2444	12309202444B	MMN7FR5UKKA9D & MMN7FR5NXXTVT	77.47	
NICOLAI, HEATHER	092623	GIFT CARD REIMBURSEMENT	50.00	
01-4170-4200 PROFESSIONAL SERVICES				
KETCHUM COMPUTERS, INC.	19943	PLANNING & BUILDING	511.50	
S & C ASSOCIATES LLC	2868-2881	2880	59.00	
S & C ASSOCIATES LLC	2868-2881	2881	95.00	
S & C ASSOCIATES LLC	2868-2881	2870	236.00	
S & C ASSOCIATES LLC	2868-2881	2868	154.00	
S & C ASSOCIATES LLC	2868-2881	2878	59.00	
S & C ASSOCIATES LLC	2868-2881	2879	95.00	
S & C ASSOCIATES LLC	2868-2881	2871	177.00	
JACOBS ENGINEERING GROUP, I	D3736801-002	SUPPLEMENTAL STAFFING SUPPORT	6,245.43	23078
JACOBS ENGINEERING GROUP, I	D3736801-003	SUPPLEMENTAL STAFFING SUPPORT	3,062.50	23078
JACOBS ENGINEERING GROUP, I	D3736801-004	SUPPLEMENTAL STAFFING SUPPORT	5,247.50	23078
ECONOMIC AND PLANNING SYS	233053-5	COMMERCIAL DEMAND ANALYSIS AND FINANCIAL FEASIBILITY STUDY	177.50	23079
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO				
COPY CENTER LLC	2906	PUBLIC NOTICES, CARD STOCK, POSTAGE	235.28	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
EXPRESS PUBLISHING, INC.	10002196 0831	Advertising	88.32	
Total PLANNING & BUILDING:			17,020.29	
NON-DEPARTMENTAL				
01-4193-4200 PROFESSIONAL SERVICE				
NESTED STRATEGIES	1154	Warm Spring PRESERVE PHILANTHROPY COUNSEL	4,875.00	
01-4193-9930 GENERAL FUND OP. CONTINGENCY				
STUDIO SUPERBLOOM, LLC	23136.1	TASK ORDER 7: MASTER PLANNING WARM SPRINGS PRESERVE	29,872.00	23136
STUDIO SUPERBLOOM, LLC	23136.2	TASK ORDER 7: MASTER PLANNING WARM SPRINGS PRESERVE	29,872.00	23136
STUDIO SUPERBLOOM, LLC	23136.3	TASK ORDER 7: MASTER PLANNING WARM SPRINGS PRESERVE	29,872.00	23136
STUDIO SUPERBLOOM, LLC	WSP-013	MONTHLY PROJ SUMMARY	1,350.00	
Total NON-DEPARTMENTAL:			95,841.00	
FACILITY MAINTENANCE				
01-4194-2600 LONG TERM DISABILITY				
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD AUGUST PREMIUMS	163.85	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD SEPTEMBER PREMIUMS	163.85	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD OCTOBER PREMIUMS	163.85	
01-4194-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2309-636794	GLOVES	57.98	
01-4194-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1028628	FUEL	456.24	
01-4194-4200 PROFESSIONAL SERVICES				
BIG WOOD LANDSCAPE, INC.	29033	REPAIR/REPLACE SPRINKLERS- SOFTBALL FIELD MAIN BREAK	330.00	
CEM AQUATICS	13873	DUMPING BELL REPLACEMENT KITS	3,420.00	
KETCHUM COMPUTERS, INC.	19943	FACILITIES MAINTENANCE	148.50	
LILY & FERN, LLC	5026	Flower Maintenance	490.00	
WEBB LANDSCAPING	SRVCE572018	EMERGENCY TREE REMOVAL	1,166.00	
01-4194-4210 PROFESSIONAL SERVC-CITY TREES				
ARBOR CARE	11966-2	PLANT HEALTHCARE CONTRACT 2023 FERTILIZE	564.00	23071
ARBOR CARE	12900	PLANT HEALTHCARE CONTRACT 2023-FRUIT TREES	952.00	23071
01-4194-4220 PROF SERV-CITY BEAUTIFICATION				
LILY & FERN, LLC	4802	SEASONAL CITY FLOWERS	2,244.56	23091
LILY & FERN, LLC	4802	ADDITIONAL FLOWER/BED MAINTENANCE	3,692.50	23091
01-4194-5200 UTILITIES				
CLEAR CREEK DISPOSAL	0001650909	COK SKATE PARK	153.50	
CLEAR CREEK DISPOSAL	0001650910	COK PUMP PARK	336.10	
CLEAR CREEK DISPOSAL	0001650913	COK ATKINSON PAR/ TENNIS COURTS	472.20	
CLEAR CREEK DISPOSAL	0001654527	COK SKATE PARK	153.50	
CLEAR CREEK DISPOSAL	0001654528	COK PUMP PARK	336.10	
CLEAR CREEK DISPOSAL	0001654531	COK ATKINSON PAR/ TENNIS COURTS	462.20	
CLEAR CREEK DISPOSAL	001650911	COK ROTARY PARK	254.14	
CLEAR CREEK DISPOSAL	001654529	COK ROTARY PARK	193.68	
IDAHO POWER	2203313446 09	2203313446 091123	5.44	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
INTERMOUNTAIN GAS	32649330001 0	32649330001 082523	15.45	
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS				
STANDARD PLUMBING SUPPLY	UNLP24	SLOAN VACUUM BREAKER	3.25	
IRIDIUM PROTECTION LLC	12464234	CLEAN AGENT SYSTEM INSPECTION & SERVICE CALL	500.00	
01-4194-5910 REPAIR & MAINT-491 SV ROAD				
CHATEAU DRUG CENTER	2736203	LIGHT BULBS	56.98	
CINTAS	4154403004	MATS/WIPES-CM 9235434297	40.81	
CINTAS	4155086598	MATS/WIPES-CM 9235434299	15.31	
CINTAS	4155811130	MATS- CM 9235434305	15.31	
CINTAS	4156477756	MATS-CM 9235434308	15.31	
CINTAS	4157091785	MATS-CM 4157091785	15.31	
CLEAR CREEK DISPOSAL	0001650914	491 Sun Valley Rd	1,678.32	
CLEAR CREEK DISPOSAL	0001654532	958891 9 091923	1,763.32	
IDAHO POWER	2202522062 09	2202522062 092223	562.74	
SENTINEL FIRE & SECURITY, IN	92157	STARBUCKS MONITORING	78.00	
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR				
A.C. HOUSTON LUMBER CO.	2308-627854	BLACK DUCT TAPE, SPIKES	22.24	
CLEAR CREEK DISPOSAL	0001650912	COK DOG PARK	1,463.01	
CLEAR CREEK DISPOSAL	001654530	COK DOG PARK	230.35	
ECONO SIGNS LLC	10-984428	CUSTOM SIGN- NO TRAILERS/RVS	144.13	
PIPECO, INC.	S5215772.001	WHISHER MARKERS	6.75	
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI				
RIVER RUN AUTO PARTS	6538-194348	OIL, PRIME GAURD	20.90	
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ				
GRAINGER, INC., W.W.	9816347109	MINI LIGHT BAR- TOOLCAT	306.30	
LES SCHWAB	11700833711	TIRES FOR VEHICLHE	863.44	
LES SCHWAB	11700833847	DISMOUNT & MOUNT TOOLCAT	59.94	
01-4194-6950 MAINTENANCE				
BIG WOOD LANDSCAPE, INC.	29005	PAVER REPAIR TOWN SQUARE	15,600.00	
CHATEAU DRUG CENTER	2756296	GRAFFITI ON BIKE PATH TAPE	26.10	
CHATEAU DRUG CENTER	2757412	SIGN BOARDS TAPE CAULK	55.05	
CHATEAU DRUG CENTER	2757470	SHOP TOOLS	4.74	
CHATEAU DRUG CENTER	2758021	ELECTRICAL TAPE	5.69	
CHATEAU DRUG CENTER	2762015	KWICKTUBE, THREADLOCK	12.33	
MOSS GARDEN CENTER	220331	SOFTBALL FACILITIES	14.38	
PIPECO, INC.	S5221621.001	PRO TURF, ROUND GRN BOX/LID, ELBOW INSERT, ETC	102.08	
PIPECO, INC.	S5222435.001	ANGLE VALVE	74.53	
Total FACILITY MAINTENANCE:			40,152.26	
POLICE				
01-4210-2600 LONG TERM DISABILITY				
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD AUGUST PREMIUMS	56.71	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD SEPTEMBER PREMIUMS	56.71	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD OCTOBER PREMIUMS	56.71	
01-4210-3200 OPERATING SUPPLIES				
CHATEAU DRUG CENTER	2752764	8 MNT CABLE TIES	2.84	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4210-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1028642	39060 091523	325.84	
01-4210-3610 PARKING OPS PROCESSING FEES				
DATA TICKET INC	155508	DAILY CITATION PROCESSING, VIN LOOKUPS, MAINTENANCE AND SUPPORT	1,811.53	
01-4210-3620 PARKING OPS EQUIPMENT FEES				
CDW GOVERNMENT, INC.	MD97171	ZEBRA ZQ511	940.00	
01-4210-4200 PROFESSIONAL SERVICES				
KETCHUM COMPUTERS, INC.	19941	Monthl Workstation Maintenance	544.50	
01-4210-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087267848 10	2087267848 105B 091323	148.82	
Total POLICE:			3,943.66	
FIRE & RESCUE				
01-4230-2600 LONG TERM DISABILITY				
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD AUGUST PREMIUMS	707.98	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD SEPTEMBER PREMIUMS	707.98	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD OCTOBER PREMIUMS	707.98	
01-4230-3200 OPERATING SUPPLIES FIRE				
INTEGRATED TECHNOLOGIES	225230	107 SADDLE RD	13.47	
01-4230-3210 OPERATING SUPPLIES EMS				
BOUNDTREE MEDICAL	85024328	ENDOTRACHEAL TUBES	24.58	
BOUNDTREE MEDICAL	85087272	ENDOTRACHEAL TUBES- MULTIPLE SIZES	284.83	
EXPRESS PUBLISHING, INC.	10002196 0831	Advertising	534.90	
INTEGRATED TECHNOLOGIES	225230	107 SADDLE RD	13.47	
NORCO	37523039	D-MEDICAL OXYGEN & HANDLING CHARGE	102.42	
NORCO	37609836	CYLINDER RENTAL 043023	75.60	
NORCO	37610917	CYLINDER RENTAL 043023	184.50	
NORCO	38687519	D-MEDICAL OXYGEN & HANDLING CHARGE	93.31	
HENRY SCHEIN	46422629	LIDOCAINE	69.50	
HENRY SCHEIN	53371853	ETOMIDATE INJECTION	75.62	
HENRY SCHEIN	53622753	IV START KITW/ CHLORA PREP	229.04	
HENRY SCHEIN	54006163	NASO AIRWAYS, MASKS, DEFIB PADS, NITRO, FABRIC	378.70	
HENRY SCHEIN	54006167	BUTTERFLY IV NEEDLES, RUBBER BANDS	9.87	
HENRY SCHEIN	54429547	COTTON BANDAGE, CLEAR BAG	167.00	
HENRY SCHEIN	54450188	INFUSION SET- BUTTERFLY	27.26	
HENRY SCHEIN	55323474	DUAL LUMEN HOSE 10'	165.67	
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE				
CINTAS	4168406538	SHOP TOWELS	10.85	
CHRISTENSEN INC.	1028528	37267 091523	1,017.52	
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS				
CINTAS	4168406538	SHOP TOWELS	10.85	
CHRISTENSEN INC.	1028528	37267 091523	1,017.51	
01-4230-4200 PROFESSIONAL SERVICES FIRE				
KETCHUM COMPUTERS, INC.	19943	FIRE & RESCUE	693.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4230-4910 TRAINING EMS				
UNIVERSITY OF UTAH	091923	Rope Rescue Training- 9 STUDENTS	6,000.00	
01-4230-4920 TRAINING-FACILITY				
CLEAR CREEK DISPOSAL	0001650907	219 LEWIS ST - TRAINING FACILITY	63.45	
CLEAR CREEK DISPOSAL	0001654526	219 LEWIS ST - TRAINING FACILITY	63.45	
COX BUSINESS	0012401047339	0012401047339201 083023	99.79	
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE				
KETCHUM AUTO INC	83489	MOUNT AND BALANCE TIRES	43.18	
KETCHUM AUTO INC	95710	Mount and Balance Tires	57.75	
KETCHUM AUTO INC	95779	TIRE REPAIR	21.21	
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS				
KETCHUM AUTO INC	83489	MOUNT AND BALANCE TIRES	43.18	
KETCHUM AUTO INC	95710	Mount and Balance Tires	57.75	
KETCHUM AUTO INC	95779	TIRE REPAIR	21.20	
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ				
GREEN, AMBER	092523	REMIBURSEMET-FAT BIKE HUBS	38.02	
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ				
ZOLL MEDICAL CORPORATION	90092493	ANNUAL ZOLL MAINT	930.00	
01-4230-6920 IDL Fire Reimbursements				
WITTHAR, MIKE	092023	FUEL EXPENSE	290.33	
WITTHAR, MIKE	092023	HOTEL REIMBURSEMENT	6,776.09	
WITTHAR, MIKE	092023	MEALS PER DIEM	1,003.00	
WITTHAR, MIKE	092023	MEALS PER DIEM	88.50	
Total FIRE & RESCUE:			22,920.31	
STREET				
01-4310-2600 LONG TERM DISABILITY				
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD AUGUST PREMIUMS	341.76	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD SEPTEMBER PREMIUMS	341.76	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD OCTOBER PREMIUMS	341.76	
01-4310-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2309-639360	HOSE CLAMPS, FASTENERS	56.01	
FASTENAL COMPANY	IDJER108204	EMERY CLOTHS	73.82	
LUTZ RENTALS	14677-1	LEAF BLOWER	28.14	
NAPA AUTO PARTS	161203	THREADLOCKER, SLEEVE RETAINER	32.48	
NAPA AUTO PARTS	162049	ORIGN SILICONE GREASE	45.98	
PLATT ELECTRIC SUPPLY	4K81290	OUTDOOR CAMERAS	89.85	
PLATT ELECTRIC SUPPLY	4K87836	OUTDOOR CAMERAS	70.48	
RIVER RUN AUTO PARTS	6538-194345	DIATOM OIL ABSORB	35.90	
RIVER RUN AUTO PARTS	6538-194484	MUFFLER CLAMPS	19.90	
01-4310-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1028529	37269 091523	1,924.75	
01-4310-4200 PROFESSIONAL SERVICES				
KETCHUM COMPUTERS, INC.	19943	STREETS	1,122.00	
01-4310-5200 UTILITIES				
IDAHO POWER	2204882910 09	2204882910 091323	435.37	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
INTERMOUNTAIN GAS	32649330001 0	32649330001 082523	71.43	
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU				
LES SCHWAB	11700828778	USED TIRE FOR DURANGO	93.99	
RIVER RUN AUTO PARTS	6538-194555	ANTIFREEZE	19.95	
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ				
COLOR HAUS, INC.	ABJM8	PAINTERS TOUCH FLAT BLACK	53.94	
FASTENAL COMPANY	IDJER108279	Bolts- 908 BUCKET EDGE	45.76	
IDAHO LUMBER & HARDWARE	961463	FITTINGS FOR EAGLE	10.98	
L.L. GREEN'S HARDWARE	A713724	HOSE	9.49	
NAPA AUTO PARTS	160994	Fuel Pump	230.39	
NAPA AUTO PARTS	161192	Fuel PUMP	185.99	
NAPA AUTO PARTS	161203	FITTINGS	6.86	
01-4310-6910 OTHER PURCHASED SERVICES				
CINTAS	4167700960	contract for rugs, uniforms, and cleaning supplies multi departmental	21.60	23060
CINTAS	4168406645	BLACK MATS	21.60	
CINTAS	4169070302	MATS	21.60	
CINTAS	5175646804	CABINET ORGANIZED, DATES CHECKED, RESTOCK	204.56	
SENTINEL FIRE & SECURITY, IN	91801	STREETS DEPT FIRE ALARM MONITORING	102.00	
SENTINEL FIRE & SECURITY, IN	91921	200E FIRE ALARM MONITORING	102.00	
TREASURE VALLEY COFFEE INC	2160:09749246	COFFEE	149.05	
01-4310-6920 SIGNS & SIGNALIZATION				
COLOR HAUS, INC.	F3SQ8	SIGN POST PAINT	177.98	
ECONO SIGNS LLC	10-984126	SIGNS AND DECALS-BIKE RIDERS	173.93	
01-4310-6930 STREET LIGHTING				
COLOR HAUS, INC.	4QZCV	CANVAS, PRIMER	38.97	
IDAHO POWER	2200506786 09	2200506786 091123	6.76	
IDAHO POWER	2201174667 09	2201174667 091123	11.16	
IDAHO POWER	2202627564 09	2202627564 091123	8.87	
IDAHO POWER	2204882910 09	2204882910 091323	636.40	
IDAHO POWER	2205963446 09	2205963446 091123	54.68	
IDAHO POWER	2224304721 09	2224304721 091423	5.31	
01-4310-6950 MAINTENANCE & IMPROVEMENTS				
D & B SUPPLY INC.	56742	TARPS	959.97	
LUNCEFORD EXCAVATION, INC.	15237	DRY WELL REPAIR-REPLACE	5,000.00	
SUNSEAL, LTD	2057	Striping	13,747.97	
WALKER SAND AND GRAVEL	1218064	58.48 TONS CLEAN FILL	409.36	
WALKER SAND AND GRAVEL	1218974	135.61 TONS CRUSHED FINES, ENVIRO FEE	2,097.28	
WALKER SAND AND GRAVEL	1218974	22.16 TONS COMMERCIAL ROAL BASE, ENVIRO FEE	204.33	
WALKER SAND AND GRAVEL	1220151	22.29 TONS CRUSHED FINES, ENVRIO FEE	344.81	
WALKER SAND AND GRAVEL	1220151	20.78 TONS CLEAN FILL	145.46	
WALKER SAND AND GRAVEL	1220649	67.56 TONS CRUSHED FINES, ENVIRO FEE	1,044.91	
WALKER SAND AND GRAVEL	1225240	91.35 TONS CRUSHED FINES, ENVRIO FEE	1,412.52	
WALKER SAND AND GRAVEL	1226368	68.74 TONS OF CRUSHED OF FINES	1,062.85	
WALKER SAND AND GRAVEL	1228003	45.21 TONS CRUSHED FINES, ENVIRO FEES	699.19	
WALKER SAND AND GRAVEL	1228655	45.95 TONS CRUSHED FINES	710.44	
SALTWORX INC	913KETCHUM	ICE KICKER, ICE MELT MATERIALS	33,660.00	23135
IDAHO MATERIALS & CONSTRU	6172391	24.26 TONS PATCHING ASPHALT	2,807.13	
STAR PRODUCTS INC	57331	Snow Poles	739.16	
Total STREET:			72,470.59	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
RECREATION				
01-4510-2600 LONG TERM DISABILITY				
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD AUGUST PREMIUMS	135.44	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD SEPTEMBER PREMIUMS	135.44	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD OCTOBER PREMIUMS	135.44	
01-4510-3200 OPERATING SUPPLIES				
KEARNEY, JOHN	CR 092223	WINTER BOOTS FOR REC STAFF	352.62	
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY				
ATKINSONS' MARKET	02725454	CARROTS	11.36	
ATKINSONS' MARKET	03734670	SNACKS	19.83	
ATKINSONS' MARKET	0404735859	CONCESSION SUPPLIES - STRAWBERRIES, GRND BEEF, CLOROX, MILK, ETC	64.00	
ATKINSONS' MARKET	04732890	ORANGES & APPLES	11.44	
ATKINSONS' MARKET	05712902	POTATOES	27.47	
ATKINSONS' MARKET	05714910	BEANS & APPLES	14.83	
01-4510-4200 PROFESSIONAL SERVICE				
KETCHUM COMPUTERS, INC.	19943	PARKS	346.50	
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ				
CHATEAU DRUG CENTER	2761676	TENT STAKES	13.28	
Total RECREATION:			1,267.65	
Total GENERAL FUND:			295,325.70	
WAGON DAYS FUND				
WAGON DAYS EXPENDITURES				
02-4530-3200 OPERATING SUPPLIES				
ATKINSONS' MARKET	02718229	ICE	3.78	
ATKINSONS' MARKET	05710684	Ice	31.11	
ATKINSONS' MARKET	06701717	SODA	80.56	
SUN VALLEY EVENTS	1033	U-PRINT- WAGON DAY SIGNS	1,132.78	
SUN VALLEY EVENTS	1033	ALBERSTONS-FLOWERS AND COFFEE SUPPLIES	168.81	
SUN VALLEY EVENTS	1033	VILLAGE MARKET-COFFEE CUPS	28.90	
BIG BELLY DELLI	090123	CATERING- WAGON DAYS 2023	1,800.00	
02-4530-4210 PARADE PARTCPNT/FIDDLERS/POETS				
SPIRIT N' MOTION ATHLETIC	091823	WAGON DAYS SIGN CARRIERS	599.00	
SUN VALLEY EVENTS	1033	WAGON DAYS ENTRY TRAVEL-JOSE CAMPOS	750.00	
WILSON, AMANDA	091823	WAGON DAYS SIGN CARRIERS	599.00	
BAD TO THE BOW	0901823	WAGON DAYS	300.00	
02-4530-4220 GRAND MARSHAL DINNER				
ATKINSONS' MARKET	03731589	WAGON DAYS- WINE BEER	1,197.29	
02-4530-5210 SOLID WASTE COLLECTION				
CLEAR CREEK DISPOSAL	0001650915	COK WAGON DAYS-ORE WAGON	313.50	
CLEAR CREEK DISPOSAL	0001654533	COK WAGON DAY -ORE WAGON	195.46	
CLEAR CREEK DISPOSAL	0001654534	COK WAGON DAYS - RED BARN	1,508.75	
CLEAR CREEK DISPOSAL	0001654535	COK WAGON DAYS	506.25	
CLEAR CREEK DISPOSAL	0001654536	COK WAGON DAYS -HORSEMANS CENTER	202.50	
CLEAR CREEK DISPOSAL	0001654537	COK WAGON DAYS TOWN SQUARE	302.50	
CLEAR CREEK DISPOSAL	0001654538	COK WAGON DAYS	547.50	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
CLEAR CREEK DISPOSAL	0001654539	COK WAGON DAYS	145.00	
Total WAGON DAYS EXPENDITURES:			10,412.69	
Total WAGON DAYS FUND:			10,412.69	
GENERAL CAPITAL IMPROVEMENT FD				
GENERAL CIP EXPENDITURES				
03-4193-7100 SUN VALLEY RD MILL & OVERLAY				
CITY OF SUN VALLEY	2023-7	JACOBS ENGINEERING INV #D3614700-016 CONSTRUCTION MANAGEMENT & SERVICES	3,169.66	
CITY OF SUN VALLEY	2023-7	IDAHO MATERIALS & CONSTRUCTION PAY ESTIMATE #12	30,412.98	
CITY OF SUN VALLEY	2023-7	ATLAS TECHNICAL CONSULTANTS #208392	1,544.54	
03-4193-7115 2ND AVENUE SHARROWS/BIKE PATH				
GGLO	0000001	TOWN SQUARE DESIGN SERVICES	12,512.50	23118
GGLO	0000002	TOWN SQUARE DESIGN SERVICES	20,915.30	23118
03-4193-7180 POWER LINE UNDERGROUNDING				
IDAHO POWER	092623	27000.00 CITY PROVIDED	27,000.00	
03-4193-7607 SIDEWALK CURB AND GUTTER				
SATHER, OLAF KHRUSTUAB	053123	PAVER REPLACEMENT WORK-LANDSCAPING SERVICES	1,080.00	
03-4193-9930 GENERAL FUND CIP CONTINGENCY				
GALENA-BENCHMARK ENGINE	0523-030	JCL LABOR- 5TH STREE SIDEWALK, WALL EXTENSION	280.00	
GALENA-BENCHMARK ENGINE	0723-045	JCL LABOR- BID DOC, EROSION CONTROL, ETC	2,923.75	
GALENA-BENCHMARK ENGINE	0723-046	JCL LABOR, RAM LABOR- ESTIMATES, CONCEPT PROJECT	385.00	
Total GENERAL CIP EXPENDITURES:			100,223.73	
FACILITY MAINT CIP EXPENDITURE				
03-4194-7100 LITTLE PARK UPGRADES				
SAWTOOTH WOOD PRODUCTS, I	4966	FENCE INSTALL LITTLE PARK	6,400.00	
03-4194-7160 TOWNE SQUARE DESIGN SCOPE				
EXPRESS PUBLISHING, INC.	10002196 0831	ADVERTISING	986.82	
Total FACILITY MAINT CIP EXPENDITURE:			7,386.82	
FIRE & RESCUE CIP EXPENDITURES				
03-4230-7130 PPE (TURNOUT GEAR)				
CURTIS TOOLS FOR HEROES	INV746760	URNSOUTS- MCMAHON	3,024.91	
03-4230-7145 MDT (MOBILE COMPUTERS)				
WHITE CLOUD	105120	REMOTE MOUNT, HEAD PLUG REMOTE CONTROL, INSTALL, CONNECTOR	3,523.38	
Total FIRE & RESCUE CIP EXPENDITURES:			6,548.29	
Total GENERAL CAPITAL IMPROVEMENT FD:			114,158.84	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
ORIGINAL LOT FUND				
ORIGINAL LOT TAX				
22-4910-6060 EVENTS/PROMOTIONS				
CLEAR CREEK DISPOSAL	0001650908	958891 3 082823	151.40	
EXPRESS PUBLISHING, INC.	10002196 0831	ADVERTISING	534.90	
Total ORIGINAL LOT TAX:			686.30	
Total ORIGINAL LOT FUND:			686.30	
COMMUNITY HOUSING				
COMMUNITY HOUSING EXPENSE				
54-4410-2600 LONG TERM DISABILITY				
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD AUGUST PREMIUMS	58.44	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD SEPTEMBER PREMIUMS	58.44	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD OCTOBER PREMIUMS	58.44	
54-4410-3200 LIFT TOWER LODGE OPERATIONS				
A.C. HOUSTON LUMBER CO.	2309-630716	FASTENERS- KNOX BOX	2.32	
54-4410-4200 PROFESSIONAL SERVICES				
CONNELLY, CARISSA	092123	MEALS PERDIEM	166.50	
CONNELLY, CARISSA	092123	MILEAGE	453.13	
NESTED STRATEGIES	1154	HOUSING PHILANTHROPY	1,500.00	
RIAN ROONEY	9	HOUSING RESEARCH AND ANALYSIS	8,837.50	23131
NEUROMEDIATION GROUP LLC	113	EVICTON MEDIATION PROGRAM SERVICES	3,083.33	
HOLST ARCHITECTURE, INC	0030570	FEASIBILITY ANALYSIS FOR COMMUNITY HOUSING	6,000.00	23070
CAMPBELL, THECLA	CR 091123	OVERNIGHT SHIPPING REIMBURSEMENT	61.26	
GROUNDED SOLUTIONS NETWO	BCHA-L1907	HOMEKEEPER ANNUAL FEE	12,800.00	
BRAND, SCOTT	092123	MILEAGE	325.00	
BRAND, SCOTT	092123	MEALS PER DIEM	111.00	
RODRIGUEZ, SHELLAN	092123	REIMBURSE ALCOHOL CHARGE-HOTEL	13.00-	
RODRIGUEZ, SHELLAN	092123	MILEAGE	192.50	
54-4410-4210 LEASE TO LOCALS INSENTIVES				
PERGOLA, FRANCES K	LTL 092723	LTL INITIAL PAYMENT	2,250.00	
DERRIG, KRISTIN	LTL 092723	LTL INITIAL PAYMENT	2,250.00	
54-4410-4215 LEASE TO LOCALS PROF SERVICES				
PLACEMATE, INC	1598	YEAR 2 LEASE TO LOCALS PROGRAM	4,500.00	23123
54-4410-4220 EMERGENCY HOUSING				
FERGUSON ENTERPRISES, LLC	CM070224	2X300 IPS DR 11 HDPE PI OI:0839176-1 CREDIT	594.54-	
FERGUSON ENTERPRISES, LLC	CM070231-1	CREDIT OI:0839176	699.74-	
FERGUSON ENTERPRISES, LLC	CM070231-2	CREDIT OI:0839635	625.80-	
54-4410-4250 LIFT TOWER LODGE PROFF SVCS				
KETCHUM COMPUTERS, INC.	19943	HOUSING	87.00	
54-4410-5200 LIFT TOWER LODGE UTILITIES				
CLEAR CREEK DISPOSAL	0001650906	COK LIFT TOWER LODGE	619.04	
CLEAR CREEK DISPOSAL	0001654525	COK LIFT TOWER LODGE	276.06	
IDAHO POWER	2208260063 09	2208260063 091223	167.42	
IDAHO POWER	2226910376	2226910376 091223	221.13	
COX BUSINESS	0012401037719	703 S MAIN ST	81.99	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
54-4410-8010 REIMBURSE BCHA BLAINE CO CONTR				
BLAINE COUNTY HOUSING AUT	CR 091223	BLAINE COUNTY CONTRIBUTION REFUND-AUGUST 2023	23,259.23	
Total COMMUNITY HOUSING EXPENSE:			65,486.65	
Total COMMUNITY HOUSING:			65,486.65	
WATER FUND				
WATER EXPENDITURES				
63-4340-2600 LONG TERM DISABILITY				
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD AUGUST PREMIUMS	153.26	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD SEPTEMBER PREMIUMS	153.26	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD OCTOBER PREMIUMS	153.26	
63-4340-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	90177	Utilities Billing	583.02	
63-4340-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2309-637054	Gloves	33.98	
CINTAS	4168406596	110 RIVER RANCH RD WATER	31.19	
CINTAS	4168406596	110 RIVER RANCH RD ADMIN	10.90	
GO-FER-IT	122648	Water Samples	25.20	
63-4340-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1028531	37271 - WATER	472.35	
63-4340-3800 CHEMICALS				
GEM STATE WELDERS SUPPLY,I	850157	Hypochlorite Solution	316.00	
63-4340-4200 PROFESSIONAL SERVICES				
KETCHUM COMPUTERS, INC.	19943	WATER	272.25	
63-4340-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087250715 19	2087250715 195B - WATER	121.54	
SENTINEL FIRE & SECURITY, IN	91705	WATER & SEWER MONITORING	74.25	
AT&T MOBILITY LLC	287318858311	287318858311 - Water	90.57	
63-4340-5200 UTILITIES				
IDAHO POWER	2206786259 09	2206786259 - 110 RIVER RANCH RD ADMIN	29.62	
INTERMOUNTAIN GAS	32649330001 0	32649330001 082523	7.72	
63-4340-6000 REPAIR & MAINT-AUTO EQUIP				
A.C. HOUSTON LUMBER CO.	2309-633425	CLEVIS GRAB HOOK, PROOF COIL CHAIN	71.44	
HILLSIDE AUTO, INC.	43390	POWER BRAKE BOOSTER - HYDRABOOST & LABOR	677.45	
RIVER RUN AUTO PARTS	6538-194225	LOAD BINDER	134.98	
RIVER RUN AUTO PARTS	6538-194277	MULITI PURPOSE CLEANER, WASH & WAX	108.86	
RIVER RUN AUTO PARTS	6538-194480	OIL, AIR FILTER, OIL FILTER	56.84	
EASY TOWING LLC	090723-01	TOW TO HILLSIDE	165.00	
63-4340-6100 REPAIR & MAINT-MACH & EQUIP				
A.C. HOUSTON LUMBER CO.	2309-634696	PREM TARP SILVER	66.99	
A.C. HOUSTON LUMBER CO.	2309-638278	SEL STRUC FIR/LR S-DRY	27.14	
FERGUSON ENTERPRISES, LLC	0865820	BALL CURB, PWR TOWER LIGHT, EXT CAPA BATRY 2PK	888.86	
PIPECO, INC.	S5212121.001	MARKING PAINT BLUE/PINK	336.05	
USA BLUEBOOK	INV00130270	QUICKPRO STYLE ROLLER	197.45	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
63-4340-6910 OTHER PURCHASED SERVICES				
OHIO GULCH TRANSFER STATIO	263024	Asphalt Dlr Lumber	36.60	
OHIO GULCH TRANSFER STATIO	263045	Asphalt Dlr Lumber	187.80	
Total WATER EXPENDITURES:			5,483.83	
Total WATER FUND:			5,483.83	
WATER CAPITAL IMPROVEMENT FUND				
WATER CIP EXPENDITURES				
64-4340-7800 CONSTRUCTION				
LUNCEFORD EXCAVATION, INC.	15247	180FT MAINLINE EXTENSION, FIRE HYDRANT INSTALL & SERVICE LINE STUB TO VACANT LOT	34,200.00	23130
Total WATER CIP EXPENDITURES:			34,200.00	
Total WATER CAPITAL IMPROVEMENT FUND:			34,200.00	
WASTEWATER FUND				
WASTEWATER EXPENDITURES				
65-4350-2600 LONG TERM DISABILITY				
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD AUGUST PREMIUMS	245.64	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD SEPTEMBER PREMIUMS	245.64	
LINCOLN NATIONAL LIFE INS C	1114514-BL-17	STD/LTD OCTOBER PREMIUMS	245.64	
65-4350-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	90177	Utilities Billing	583.01	
65-4350-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2309-633282	GORILLA SUPER GLUE	7.49	
CINTAS	4168406596	110 RIVER RANCH RD ADMIN	10.89	
CINTAS	4168406596	110 RIVER RANCH RD WASTEWATER	63.92	
GEM STATE PAPER & SUPPLY	1103961	PAPER TOWELS, SPRAY BOTTLE	48.32	
GO-FER-IT	122648	Delivery TO NORTHWEST EQUIPMENT	25.20	
NAPA AUTO PARTS	161724	EP GREASE CART	58.40	
UPS STORE #2444	MMN7FR5AX	WATER SAMPLES	14.87	
UPS STORE #2444	MMN7FR5D17	WATER SAMPLES	14.87	
UPS STORE #2444	MMN7FR5ZM	WATER SAMPLES	18.69	
65-4350-3400 MINOR EQUIPMENT				
PLATT ELECTRIC SUPPLY	4K06287	M18 GRINDER	199.00	
65-4350-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1028530	37270 - Wastewater	320.24	
65-4350-3800 CHEMICALS				
HACH	13744074	CHEMICALS	330.74	
HACH	13746533	CHEMICALS	85.49	
NORTH CENTRAL LABORATORI	492739	Chemicals	1,100.98	
THATCHER COMPANY, INC.	2023100119475	FREIGHT FOR INV #2023100118849	300.00	
65-4350-4200 PROFESSIONAL SERVICES				
KETCHUM COMPUTERS, INC.	19943	WASTEWATER	272.25	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
65-4350-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087268953 40	2087268953 402B 091323	61.54	
SENTINEL FIRE & SECURITY, IN	91705	WATER & SEWER MONITORING	24.75	
VERIZON WIRELESS	9944203104	965494438 WASTEWATER DEPT	66.13	
65-4350-5200 UTILITIES				
IDAHO POWER	2202158701 09	2202158701 - 110 RIVER RANCH RD SWR	16,175.27	
IDAHO POWER	2202703357 09	2202703357 092123	.00	
IDAHO POWER	2206786259 09	2206786259 - 110 RIVER RANCH RD ADMIN	29.62	
INTERMOUNTAIN GAS	32649330001 0	32649330001 082523	15.45	
INTERMOUNTAIN GAS	32649330001 0	32649330001 082523	16.35	
INTERMOUNTAIN GAS	32649330001 0	32649330001 082523	7.73	
INTERMOUNTAIN GAS	32649330001 0	32649330001 082523	15.45	
65-4350-6100 REPAIR & MAINT-MACH & EQUIP				
NAPA AUTO PARTS	162356	MULT-PURPOSE 2-CYCLE	8.49	
PIPECO, INC.	S5200024.001	RUBBER CLEAN OUT OR TEST	3.76	
PIPECO, INC.	S5220377.001	GLOBE/ANGLE VALVE, RND GREEN VALVE BOX, PARTS	100.18	
PLATT ELECTRIC SUPPLY	4K11051	BI - MET	35.88	
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA				
A.C. HOUSTON LUMBER CO.	2309-636882	SEL STRUC FIR/LR S-DRY, BTR FIR/LARCH S-DRY	45.05	
FERGUSON ENTERPRISES, LLC	0864347	CI PVC COUP, PVC GJ SWR PIPE	450.32	
LUTZ RENTALS	146633-1	PUMP, HOSE SUCTION, HOSE DISCHARGE	212.91	
CHRISTENSEN INC.	1028530	37270 - Wastewater	452.98	
VERIZON WIRELESS	9944203104	965494438 WASTEWATER COLLECTIONS DEPT	41.61	
Total WASTEWATER EXPENDITURES:			21,954.75	
Total WASTEWATER FUND:			21,954.75	
WASTEWATER CAPITAL IMPROVE FND				
WASTEWATER CIP EXPENDITURES				
67-4350-7813 CAPITAL IMP PLAN(NO SHARING)				
USA BLUEBOOK	INV00133838	Freight	159.01	
USA BLUEBOOK	INV00133838	12" SS SENSOR MOUNTING BAND	440.00	23132
USA BLUEBOOK	INV00134617	12" SS SENSOR MOUNTING BAND	1,320.00	23132
67-4350-7815 AERATION BASINS BLOWERS & ELEC				
AERZEN USA CORP	SPI-23-000724	2 POSITIVE DISPLACEMENT BLOWER PACKAGES	102,894.00	23103
67-4350-7817 REMOVE DIGESTER NO 1 BLDG & FL				
HDR ENGINEERING, INC.	1200555421	TASK ORDER #15 SOLIDS HANDLING PER	24,197.82	23056
Total WASTEWATER CIP EXPENDITURES:			129,010.83	
Total WASTEWATER CAPITAL IMPROVE FND:			129,010.83	
PARKS/REC DEV TRUST FUND				
PARKS/REC TRUST EXPENDITURES				
93-4900-5910 WARM SPRINGS PRESR-RESTORATION				
STUDIO SUPERBLOOM, LLC	WSP-014	RIO TASK #5	798.50	23125
93-4900-6840 KAC PERFORMANCE ART DONATIONS				
EXPRESS PUBLISHING, INC.	10002196 0831	ADVERTISING	534.90	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total PARKS/REC TRUST EXPENDITURES:			1,333.40	
Total PARKS/REC DEV TRUST FUND:			1,333.40	
DEVELOPMENT TRUST FUND				
DEVELOPMENT TRUST EXPENDITURES				
94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH				
WHITE PETERSON LAW FIRM	24892 083123	GATEWAY HOTEL DEVELOPMENT PROPOSAL 083123	5,734.67	
94-4900-8088 WOODS-314 RIVER RUN #1595				
WOOD, ROBERT OR JULIE	092623	REFUND PERFORMANCE BOND-314 RIVER RUN DR	5,775.00	
94-4900-8097 WESTCLIFF - 106 REMBER ST#1654				
WESCLIFF LLC	CR 091923	PERFORMANCE BOND LANDSCAPING INPROVEMENTS RELEASE OF BOND	93,673.94	
94-4900-8101 BRADLEY & GAIL PRATT				
PRATT, BRADLEY OR GAIL	230925	COMPLETED DEMO/BUILDING PERMIT ISSUED	75,000.00	
Total DEVELOPMENT TRUST EXPENDITURES:			180,183.61	
Total DEVELOPMENT TRUST FUND:			180,183.61	
Grand Totals:			858,236.60	

Report Criteria:

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



City of Ketchum

Recommendation to Approve Road Closure for Special Event

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve the street closure for the Board Bin Street Party"

Reasons for Recommendation:

- The City of Ketchum supports special events.
- October 14, 2023; 1:30pm-8pm; 4th St from Main St to 1st
- Non-designated street closures require approval by the City Council

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

N/A

Sustainability Impact:

None

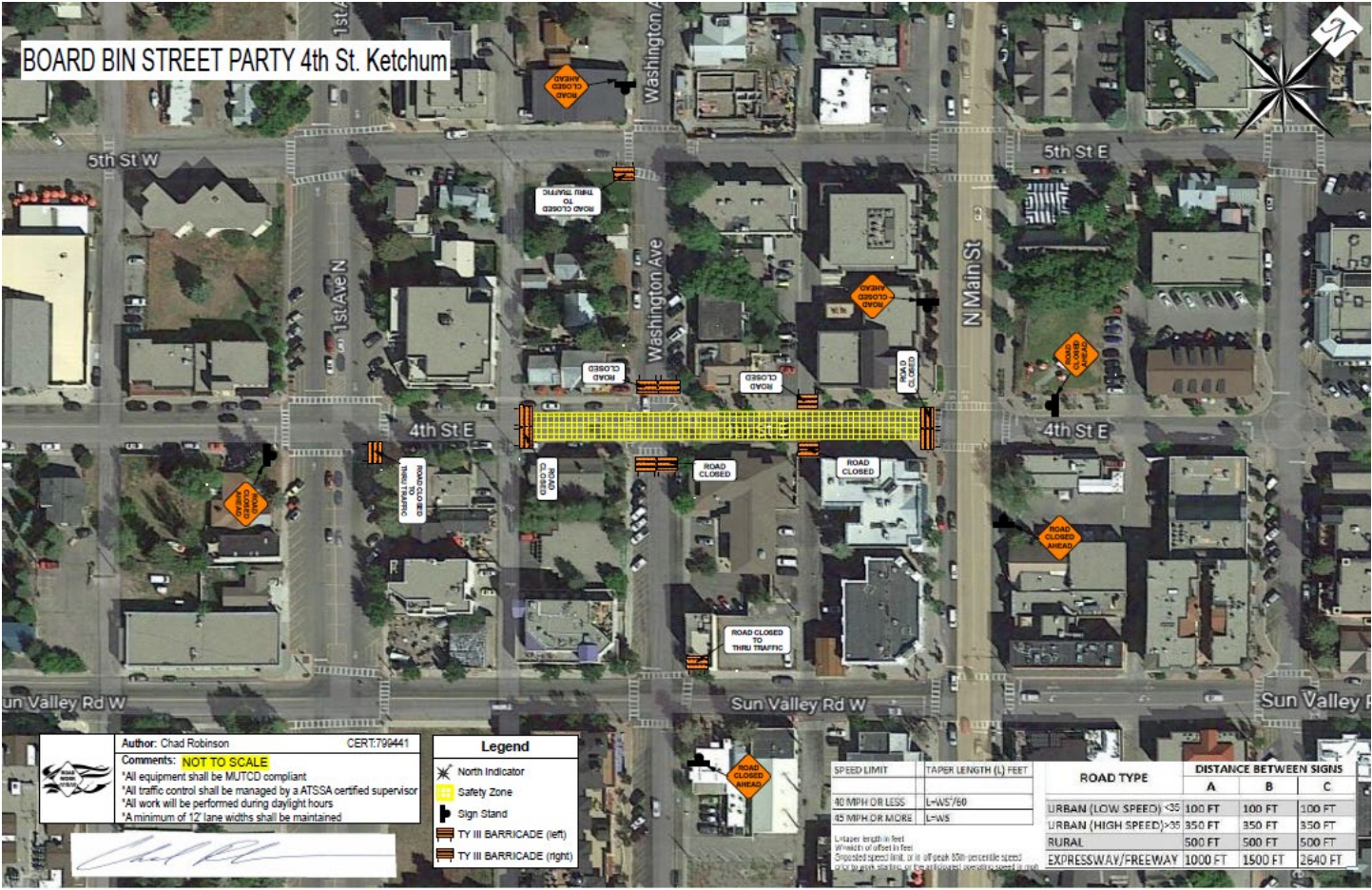
Financial Impact:

None

Attachments:

TTCP

BOARD BIN STREET PARTY 4th St. Ketchum



Author: Chad Robinson
 Comments: **NOT TO SCALE**
 *All equipment shall be MUTCD compliant
 *All traffic control shall be managed by a ATSSA certified supervisor
 *All work will be performed during daylight hours
 *A minimum of 12' lane widths shall be maintained

CERT:799441

Legend	
	North Indicator
	Safety Zone
	Sign Stand
	TY III BARRICADE (left)
	TY III BARRICADE (right)

SPEED LIMIT	TAPER LENGTH (L) FEET
40 MPH OR LESS	L=WS/60
45 MPH OR MORE	L=WS

L= taper length in feet
 W=width of offset in feet
 S=posted speed limit, or if off peak 85th percentile speed
 Use 30 mph taper length if taper length by 100 mph is used

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
URBAN (LOW SPEED) <35	100 FT	100 FT	100 FT
URBAN (HIGH SPEED) >35	350 FT	350 FT	350 FT
RURAL	500 FT	500 FT	500 FT
EXPRESSWAY/FREEWAY	1000 FT	1500 FT	2640 FT

[Handwritten signature]



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The City contracts with SVED for specific services as identified in the contract. The proposed contract is consistent with the last several years as it relates to the scope of associated services.
- The funding was approved in the FY24 adopted budget.

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	The cost for services is \$15,000 for the year and funding will be allocated from the Local Option Tax Account within the approved FY24 budget.
--	---

Attachments:

1. Proposed Contract #24007

CONTRACT FOR SERVICES 24007

THIS CONTRACT FOR SERVICES (“Agreement”) is made and entered into this 2nd day of October 2023, by and between the CITY OF KETCHUM, an Idaho municipal corporation (hereinafter referred to as “Ketchum”) and Sun Valley Economic Development, an Idaho non-profit corporation (hereinafter referred to as “SVED”).

RECITALS

- A. Ketchum is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Ketchum for an extended period of time;
- B. Ketchum has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;
- E. SVED is experienced in providing economic development support for the advancement of the trade, commerce, and industry of the tourism-based economy of Ketchum;
- F. SVED desires to create a strong economic climate for the City of Ketchum and the surrounding community and region;
- G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to promote the region and attract new businesses through targeted, economic development efforts. These activities, and any costs associated therein, are determined to be ordinary and necessary expenses for the economic well-being of Ketchum and its residents and guests;
- H. Ketchum desires to contract with SVED for professional services to provide economic development services that will increase the number of businesses hiring permanent, full-time jobs within the City of Ketchum;
- I. The parties acknowledge and agree that all funds paid to SVED under this Agreement shall be used to provide services for Ketchum for the purpose of job creation, which is a direct quantifiable and measurable result of investing public funds for a public purpose; and
- J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Ketchum and SVED, for and in consideration of the preceding recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services provided herein, Ketchum agrees to pay SVED the maximum sum of fifteen thousand dollars (\$15,000) for the term set forth in section 2 herein. Subject to the terms and conditions set forth herein, Ketchum shall make payments in four quarterly installments.
2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2023, until September 30, 2024.
3. Scope of Services. SVED shall provide the services presented in Attachment A to this contract.
4. Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.
 - a. Budget. Within thirty (30) days after the execution of this Agreement, SVED shall submit a 2023 Year-to-Date P&L and Balance Sheet for SVED, which is satisfactory to Ketchum showing income, expenses and particular fund balances. SVED shall submit its 2023/24 Operating Budget to Ketchum when such budget has been approved by the SVED Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
 - b. IRS Filings. Within fifteen days (15) days after execution of this Agreement, SVED shall submit to Ketchum IRS Form 990 and all associated documents for the previous two (2) years of operation.
 - c. Financial Accounting and Reporting Requirements. SVED shall submit to Ketchum a year-end financial statement which shall be prepared in a format that details the expenditure of Ketchum funds paid to SVED under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of SVED's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of SVED only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, SVED shall remit the disallowed amount to Ketchum within thirty (30) days of notification by Ketchum of such improper expenditures.
 - d. General Requests. Upon request, and within a reasonable time period, SVED shall submit any other information or reports relating to its activities under this Agreement to Ketchum in such form and at such time as Ketchum may reasonably require.
 - e. Retention of Records. SVED agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts,

property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Ketchum, at its own expense, may review or audit the financial transactions undertaken by SVED under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of SVED.

5. Payments. To receive payments for the services described in Section 3 of this Agreement, SVED shall submit the quarterly reports described in paragraph 3(a) of this Agreement. The quarterly sum to be paid to SVED shall not exceed one quarter (1/4) of the total amount approved by this agreement for fiscal year 2024.
6. Record of Funds. In order to insure proper financial accountability, SVED shall maintain accurate records and accounts of all funds received from Ketchum, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours, on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to SVED by Ketchum shall be expended solely for operations and activities in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other SVED activities or purposes other than for operations and activities in conformance with this Agreement.
7. Miscellaneous Provisions.
 - a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Ketchum
PO Box 2315
Ketchum, Idaho 83340

Sun Valley Economic Development
PO Box 3893
Ketchum, ID 83340

All notices of changes of address shall be sent in the same manner.

- b. Termination. The parties hereto covenant and agree that in the event Ketchum, in its sole and absolute discretion, lacks sufficient funds to continue paying for SVED's services under this Agreement, Ketchum may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, SVED shall submit to Ketchum a report of expenditures authorized by this Agreement as of the effective date of

termination. Any Ketchum funds not encumbered for authorized expenditures at the date of termination shall be refunded to Ketchum within twenty (20) days.

- c. Independent Contractor. Ketchum and SVED hereby agree that the SVED shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. SVED, its agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. SVED shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to SVED under this Agreement and for SVED's payments for work performed in performance of this Agreement by SVED, its agents and employees; and SVED hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
- d. Compliance With Laws/Public Records. SVED acknowledges that Ketchum is a public agency subject to the Idaho Public Records Act. SVED will communicate with and cooperate with Ketchum upon request by Ketchum so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to Idaho public records law.
- e. Non-assignment. This Agreement may not be assigned by or transferred by SVED, in whole or in part, without the prior written consent of Ketchum.
- f. Hold Harmless Agreement. SVED shall indemnify, defend and save and hold harmless Ketchum, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Ketchum funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by SVED.
- g. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

- i. No Third-Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- l. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- m. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- n. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. Conflict of Interest. No officer or director of SVED who has decision making authority either by them self or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. SVED shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and year first written above.

CITY OF KETCHUM

SUN VALLEY ECONOMIC DEVELOPMENT

Neil Bradshaw, Mayor

Harry Griffith, Director

ATTEST:

Trent Donat, City Clerk



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24007

To: 3981 SUN VALLEY ECONOMIC DEVELOPMENT P.O. BOX 3893 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2023	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Quarterly Services 22-4910-6070	15,000.00	15,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		15,000.00

 Authorized Signature



City of Ketchum

Agency Name: Sun Valley Economic Development
Project Name: FY24 Funding Request
Contact Person: Harry Griffith
Address: POB 3893 Ketchum, ID 83340
Email: harry@sunvalleyeconomy.org
Phone Number: 208-721-7847

Please provide the information requested below and return via email to aswindley@ketchumidaho.org by end of day, **Friday, April 21, 2023**.

- City Council’s Budget Strategic Session will be on Monday, June 26, 2023 from 9-1 pm (to be confirmed/agenda to follow)
- The public hearing will be on July 17th, with the readings as follows:
 - 1st – August 7st | 2nd – August 21 | 3rd – September 5th

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

-
1. Amount requested for fiscal year 2024: \$ 15,000_____
 2. What percentage of your overall budget does the requested amount represent? 7___ %
Please submit a budget sheet for FY2022 and FY2023 that shows overall revenue and expenditures.
 3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

Access to grant dollars from the Idaho Dept. of Commerce Rural ED Grant program would not be possible, and projected funding from the five other Blaine Co municipalities would be very difficult unless the City demonstrated leadership through this budget request. With the largest business community and employer base, Ketchum’s continued support is critical. In order to leverage more than the projected \$55k in Blaine Co. non-Ketchum public sector and \$60k in private sector funding, the City contribution plays a pivotal “key contributor” role.

4. If you received funds from the City in fiscal year 2023, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

1. Growth/expansion of the Sun Valley Culinary Institute programs & staff
2. \$25k grant recipient for Talent Pipeline Management needs and implementation assessment
3. Participation in Wood River Early Learning Collaborative
4. Delivery of economic data and analyses to inform public & private decision-making
5. Guidance to businesses on accessing external capital, succession planning and business plans.

An updated ROI calculation based on methodology used by other leading Idaho ED organization is attached.

5. If you receive funds from the City in fiscal year 2024, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

SVED delivers projects and programs that create economic value for Ketchum through:

1. More Jobs: Retain existing and attract new businesses
2. Improved Sales: Increase business traffic & reduce seasonality
3. Better Decision Making: Provide timely data & analysis on the local economy
4. Removing Obstacles: Improve the local business environment
5. Delivering Significant ROI: real and positive community-wide impact from sponsored projects & programs

A strategic plan and performance metrics for SVED's current fiscal year is attached.



**SUN VALLEY
ECONOMIC
DEVELOPMENT**

SVED 2023 Strategic Plan

APPROVED

2023 Action Plan - Framework

Performance Objective Number	Action Plan Category	Strategic Categories
1	Business Attraction, Expansion, Retention and/or Creation	BUSINESS +
2		HOUSING & ACCOMMODATION
3		INFRASTRUCTURE
4		WORKFORCE
5	Place Making	RECREATION
6		EVENTS
7	Training	PROFESSIONAL
8		OTHER
9	Other	MEMBERSHIP
10		FINANCIAL
11		ORGANIZATIONAL

Strategic Plan - Business Attraction, Creation, Expansion & Retention

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Attract & recruit specific/ focused relocation leads	Food & Beverage services Small professional offices Outdoor recreation startups	3	New/existing restaurants/brands Professional, PE, VCs, etc. Ski, bike, etc
2	Respond to Commerce RFPs	As needed	2	Smaller low-infrastructure co's
3	Solicit & draft Idaho incentive/other grant applications	Tax Reimbursement Incentive (TRI) Property Tax Exemption (PTE) Advantage, STEP & other	3	SUN FBO 2, etc Steadfast Prop, etc.
4	Regular outreach to local businesses and organizations	Meetings & phone calls Succession planning	3	Commerce 75 list, minority business Aging business owners
5	Provide access to external funding sources	SBA program applications BBB grant applications Other agency applications Local grant applications	3	SBA loan application candidates Seminars & grant support Advise on other grant programs
6	Community education & advocacy	Prepare periodic economic analyses Publish membership newsletters Advocate on critical business issues	3	Quarterly issuance Monthly issuance Regultry issues, LOT, new technology

Strategic Plan - Housing/Accommodation & Infrastructure

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Community Education & Advocacy	Affordable, Middle Income, Professional Multi-family, Tiny Home, other Regulatory policy changes Increase supply incentives LOT for housing	3	Analysis, tracking & reporting Steadfast, ARCH, other Height, density, other zoning policies Property Tax Exemption improvement Analysis for ballot measure
2	Increase Accessible Rental Options	Long-term rental incentive policies Short Term Rental market analysis	2	Rent rates, residency restrictions Incentivize ST>LT rental conversion
3	Expand Accommodation & Lodging Options	Hotel projects Support WR Tourism & Lodging Coalitions	2	Marriott Signature, Harriman, etc ExCo participation & data analysis
4	Expand Sustainability Infrastructure	Sustainability Committee participation Baldy Forest Health participation Identify & share grant opportunities	2	Support lead organization efforts
5	Improve Transportation Systems	Increase SUN access & capabilities Improve Commuting/Public Transit	1	Support lead organization efforts

Strategic Plan - Workforce

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Improve Vocational Pathways	Leverage TPM® infrastructure Build Apprenticeship programs Create Internship/other programs	3	Inventory business needs SV Culinary Institute, Const/Trades Engage local educators & NFPs
2	Expand Childcare Options	Increase existing capacity Develop new capacity	2	Early Youth Educational committee participation
3	Attract Talent	Quality of Place marketing Remote worker marketing Corporate event leverage	1	New QOP metrics & campaign Friends & family, trailing spouses, etc Enhance experiences & exposure
4	Community Education & Advocacy	Living wage/ALICE analysis Labor statistics analysis	1	Support lead organization efforts Analyze workforce gaps

Strategic Plan - Place Making/Training/Other

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Increase recreational assets & opportunities	Grow Sun Valley Culinary Institute Baldy Forest Health participation Develop new RV parks	3	Increase BCSD & rest. engagement Private land match applications Parcel advocacy
2	Deliver SVED Community Events	Conduct 1-3 Forums and/or Summit Implement social media program	3	Keynote speakers, vibrant themes LinkedIn, etc
3	Improve SVED team skills & influence	Increased IEDA engagement RIVDA Loan Board participation	2	Participate in Legislative committee Conduct SBA regional loan reviews
4	Expand Membership rooster	Improve member value proposition Sustain participating membership Broadcast SVED successes	3	Adjust membership benefits Achieve 75 business outreach target ROI methodology
5	Maintain/improve Financial Performance	Optimize P&L performance Secure additional grants Optimize EIDL loan	3	Positive Summit & overall P&L iWDC/other program admin. fees Secure incremental interest
6	Optimize organizational Structure	Evaluate collaboration alternatives Refresh Board Access additional work capacity	3	Other NFPs Diversity & new blood Board volunteers, interns, other

SVED 2023 Performance Criteria

ANNUAL PERFORMANCE CRITERIA (DRAFT)					
Performance Objective Number	Action Plan Category	Performance Criteria/Assessment	Target Date for Delivery	Weight (1=lo, 3=hi)	%
1	Business Attraction, Retention & Expansion	Attract & recruit businesses for relocation based on targeted criteria such as industry, scale, local impacts & doability; support with provision of timely advise/ data	30-Dec-23	3	13%
2		Advocate for and/or support five (5) local businesses with economic development objectives and/or with government incentive programs.	30-Dec-23	3	13%
3		Develop/support workforce housing project implementation	30-Dec-23	3	13%
4		Participate in five (5) tourism/hospitality-related expansion activites/programs	30-Dec-23	2	8%
5		Support expansion of professional & other programs at Sun Valley Culinary Institute	30-Dec-23	2	8%
6	Place Making	Provide strategic and/or analytical support to three (3) community events, organizations and/or networks	30-Dec-23	1	4%
7		Deliver three (3) community educational events	30-Nov-23	2	8%
8		Conduct a minimum of six (6) annual conversations with each local government/representative	30-Dec-23	2	8%
9	Training	Participate in eight (8) community economic development seminars, conferences, networking, webinar and/or other events	30-Dec-23	1	4%
10	Other	Outreach to eight (8) local businesses/organizations per month	30-Dec-23	3	13%
11		Secure seven (7) new or lapsed members, and maintain YE membership of 75	30-Dec-23	2	8%
12		Maintain three (3) year ROI of at least \$5 delivered for each \$1 invested by community	30-Dec-23	3	13%
13		Deliver positive YE net operating income	30-Dec-23	3	13%

Sun Valley Economic Development, Inc.
FY 2022 ACTUALS
 January - December 2022

	FY22	
	Actual	Budget
Income		
Income		
Events		
Summit		
Registrations	5,175	7,500
Sponsorships	2,100	7,500
Total Summit	\$ 7,275	\$ 15,000
Total Events	\$ 7,275	\$ 15,000
Grant Income		
Idaho Power		2,500
IWDC Grant Incoe (Restricted)	3,125	
Other Grant Income	1,000	
State Dept of Commerce	27,200	24,150
Total Grant Income	\$ 31,325	\$ 26,650
Private Sector		
Membership	51,150	40,000
Total Private Sector	\$ 51,150	\$ 40,000
Public Sector		
Blaine County		30,000
Hailey	3,000	4,000
Ketchum	10,000	10,000
Kura	15,000	15,000
Sun Valley	7,500	8,500
Total Public Sector	\$ 35,500	\$ 67,500
Total Income	\$ 125,250	\$ 149,150
Interest Income	5	12
z In Kind Revenue & Services	15,800	15,000
Total Income	\$ 141,055	\$ 164,162
Gross Profit	\$ 141,055	\$ 164,162
Expenses		
Expenses		
Project Expenses		
Forums & Meetings	0	
Incubation		
Culinary	1,000	
Total Incubation	\$ 1,000	\$ 0
Total Project Expenses	\$ 1,000	\$ 0
Total Expenses	\$ 1,000	\$ 0
Office Administration		
Accounting		

Late Receipt; included in 2023 financials

General Accounting	4,223	3,600
Tax Preparation	1,077	1,200
Total Accounting	\$ 5,299	\$ 4,800
Bank Costs	855	600
Dues & Subscriptions	759	350
Other Fees & Service	2,687	1,700
Total Office Administration	\$ 9,601	\$ 7,450
Operating Expenses		
Compensation		
Executive Director		
Base	100,000	98,663
Bonus	8,530	9,733
Total Executive Director	\$ 108,530	\$ 108,396
Total Compensation	\$ 108,530	\$ 108,396
Consulting	7,209	8,000
Marketing	5,806	5,500
Professional Fees		200
Training	535	500
Travel, Meals & Entertainment Expense	5,665	5,000
Web Site	390	1,000
Total Operating Expenses	\$ 128,135	\$ 128,596
Uncategorized Expense		535
Total Expenses	\$ 138,737	\$ 136,581
Net Operating Income	\$ 2,319	\$ 27,581
Other Expenses		
In-Kind Revenue & Services	15,800	15,000
Loans Repayment & Miscellaneous	0	1,905
Total Other Expenses	\$ 15,800	\$ 16,905
Net Other Income	\$ -15,800	\$ -16,905
Net Income	\$ -13,481	\$ 10,676

Thursday, Feb 09, 2023 12:03:40 PM GMT-8 - Accrual Basis

Sun Valley Economic Development, Inc.
FY 2023 Budget APPROVED
 January - December

	Approved FY23 Budget
Income	
Income	
Events	
Summit	
Registrations	\$ 2,000
Sponsorships	\$ 7,500
Total Summit	\$ 9,500
Total Events	\$ 9,500
Grant Income	
Idaho Power	
IWDC Grant Incoe (Restricted)	\$ 21,875
Other Grant Income	\$ 1,000
State Dept of Commerce	\$ 24,100
Total Grant Income	\$ 46,975
Private Sector	
Membership	\$ 60,000
Total Private Sector	\$ 60,000
Public Sector	\$ -
Blaine County	\$ 55,000
Hailey	\$ 3,000
Ketchum	\$ 15,000
Kura	\$ 5,000
Sun Valley	\$ 6,500
Total Public Sector	\$ 84,500
Total Income	\$ 200,975
Interest Income	\$ 2,800
z In Kind Revenue & Services	\$ 18,000
Total Income	\$ 221,775
Gross Profit	\$ 221,775
Expenses	
Expenses	
Project Expenses	
Forums & Meetings	\$ 10,000
Incubation	
Culinary	\$ 1,000
Total Incubation	\$ 1,000
Total Project Expenses	\$ 11,000
Total Expenses	\$ 11,000
Office Administration	\$ -
Accounting	

General Accounting	\$ 5,000
Tax Preparation	\$ 1,500
Total Accounting	\$ 6,500
Bank Costs	\$ 900
Dues & Subscriptions	\$ 1,000
Other Fees & Service	\$ 3,000
Total Office Administration	\$ 24,400
Operating Expenses	
Compensation	
Executive Director	
Base	\$ 100,000
Bonus	\$ 10,000
Total Executive Director	\$ 110,000
Total Compensation	\$ 110,000
Consulting	\$ 29,875
Marketing	\$ 10,000
Professional Fees	\$ 200
Training	\$ 800
Travel, Meals & Entertainment Expense	\$ 5,300
Web Site	\$ 1,600
Total Operating Expenses	\$ 157,775
Uncategorized Expense	\$ -
Total Expenses	\$ 193,175
Net Operating Income	\$ 28,600
Other Expenses	
In-Kind Revenue & Services	\$ 18,000
Loans Repayment & Miscellaneous	\$ 4,572
Total Other Expenses	\$ 22,572
Net Other Income	\$ 6,028
Net Income	\$ 6,028

Thursday, Feb 09, 2023 12:03:40 PM GMT-8 - Accrual Basis



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- To support the IDSA’s monitoring and maintenance of the Central Idaho Dark Sky Reserve (CISDR).
- The funding was approved in the FY24 adopted budget.

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	The cost for services is \$2,500 for the year and funding will be allocated from the Local Option Tax Account within the approved FY24 budget.
--	--

Attachments:

1. Proposed Contract #24008

CONTRACT FOR SERVICES 24008

THIS AGREEMENT made and entered into this 2nd day of October 2023, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and the IDAHO DARK SKY ALLIANCE, an Idaho nonprofit corporation with an IRS 501 (c)(3) designation, (hereinafter referred to as "IDSA").

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. IDSA is an Idaho non-profit corporation with an IRS 501(c)(3) designation engaged in the business of fundraising and day-to-day operations of the Central Idaho Dark Sky Reserve (CIDSR). IDSA functions under the CIDSR Oversight Group (Blaine County, Ketchum, Stanley, Sun Valley, and the Sawtooth National Forest). The Alliance proposes and implements projects that accomplish portions of the Reserve's Lightscape Management Plan.
3. Ketchum is a destination resort city as defined by Idaho Code § 50-1044 as it derives a major portion of its economic wellbeing from businesses catering to the recreational needs and meeting the needs of people traveling to the Sun Valley area. As a resort city, Ketchum is eligible to and does collect a local option non-property tax.
4. Pursuant to Idaho Code § 50-301 and § 50-302, Ketchum is empowered to enter contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry. Accordingly, Ketchum has the power as conferred by the State of Idaho, to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic well-being of the City.
5. The primary reason for the City to enter this contract is to support the monitoring and maintenance of the CIDSR. The CIDSR was certified in December 2017 by the International Dark Sky Association (IDA). Certification required that the CIDSR agree to implement all the IDA requirements to become a Dark Sky Reserve. One of these requirements is that "Municipalities, management entities, and partners within the Reserve agree to establish interpretive outreach programs to support the goals of the Reserve and educate visitors and residents about the importance of preserving the dark night sky resource."
6. Ketchum has committed \$2,500 towards this contract for services in the FY24 budget.
7. IDSA desires to enter into an agreement with Ketchum to provide services identified in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and the IDSA as follows:

1. **SERVICES RECEIVED.** IDSA agrees to provide those services identified in Attachment A as an independent contractor. IDSA agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Agreement.

2. TERM. The term of this Agreement shall commence October 1, 2023 and shall terminate on the 30th day of September 2024.

3. CONSIDERATION. In consideration for providing the services described in Attachment A, the City agrees to pay to IDSA the total sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) payable in one lump sum. IDSA will provide the City an invoice; the City shall pay IDSA the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.

4. REPORTING. IDSA agrees to report to the Ketchum City Council via it's submitted annual report to the IDA.

5. TERMINATION. The City may terminate this Contract with 120 days written notice to IDSA with or without cause. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of IDSA shall survive any termination of this Contract.

6. EQUAL EMPLOYMENT OPPORTUNITY. IDSA covenants that it shall not discriminate against any employee, volunteer, or applicant for employment because of race, religion, color, sex, or national origin.

7. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge and agree that IDSA shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. IDSA shall create, direct, and control its own means and methods of performing this Agreement. IDSA and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by IDSA in a competent, efficient, and satisfactory manner.

8. HOLD HARMLESS AGREEMENT. Any contractual obligation entered into or assumed by IDSA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of IDSA's obligations pursuant to this Agreement shall be the sole responsibility of IDSA, and IDSA covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of IDSA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

9. NON-ASSIGNMENT. This Agreement may not be assigned by or transferred by IDSA, in whole or in part, without the prior written consent of the City.

10. DISPUTES: In the event that a dispute arises between the City and IDSA 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 seek 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.

11. MISCELLANEOUS PROVISIONS.

- a. Paragraph Headings. The headings in this 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 of the provisions of the Agreement.
- b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. 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 matters.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
- g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the agreement.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

a. City: City Administrator
 City of Ketchum
 P.O. Box 2315
 Ketchum, ID 83340

b. Consultant: Idaho Dark Skies Alliance
 PO Box 4903
 Ketchum, ID 83340

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

CITY OF KETCHUM, IDAHO

IDAHO DARK SKY ALLIANCE

By: _____
Neil Bradshaw
Mayor

By: _____
Carol Cole
President

ATTEST:

Trent Donat
City Clerk



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24008

To: 5742 IDAHO DARK SKY ALLIANCE PO BXO 4903 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2023	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	FY24 DARK SKY EDUCATION OUTREACH 22-4910-6075	2,500.00	2,500.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		2,500.00

 Authorized Signature



City of Ketchum

Agency Name: Idaho Dark Sky Alliance (in support of the Central Idaho Dark Sky Reserve (CIDSR))
Project Name: Educational Outreach and Light Pollution Monitoring
Contact Person: Carol Cole
Address: PO Box 4903, Ketchum, ID 83340
Email: idahodarksky@gmail.com
Phone Number: Carol, 208-721-2303

Please provide the information requested below and return via email to aswindley@ketchumidaho.org by end of day, **Friday, April 21, 2023**.

- City Council’s Budget Strategic Session will be on Monday, June 26, 2023 from 9-1pm (to be confirmed/agenda to follow)
- The public hearing will be on July 17, with the readings as follows:
 - 1st – August 7 | 2nd – August 21 | 3rd – September 5

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

1. Amount requested for fiscal year 2024: **\$2500.00**
2. What percentage of your overall budget does the requested amount represent? **15%**
Please submit a budget sheet for FY2022 and FY2023 that shows detailed revenue and expenditures.

Funding Source	2024 Percent of Planned Budget	2023 Percent of Total Budget	2022 Percent of Total Budget
Cities of Ketchum, Sun Valley, and Stanley	40% (requested)	44%	50%
Blaine County	18% (requested)	22%	25%
Stanley Chamber of Commerce	18% (requested)	17%	15%
IDSA & Private Donations	24% (confirmed)	17%	10%
TOTAL FUNDING	\$17,000	\$16,000	\$12,200

3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

Reduced funding would make it more difficult to maintain IDSA’s education and outreach efforts that help residents and visitors to enjoy the stunning night sky and understand the importance of preserving the naturally dark nighttime environment within the Reserve.

Leveraging additional funds from the other cities and counties within the Reserve would be more challenging without the leadership and continued support from Ketchum as a related Dark Sky Community.

4. If you received funds from the City in fiscal year 2023, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

- Additional Dark Sky signs were installed within the Reserve north of Ketchum and south of Stanley.
- The CISDR Astronomer in Residence provided two public programs in Ketchum at the Community Library in 2022.
- IDSA volunteers provided dark sky information at Solstice events in Ketchum in June and December and at other events and festivals in the area.
- Responded to email and website questions from local residents regarding dark sky efforts and light pollution concerns.
- Skyglow from the Boise area is visible from some locations within the Reserve. IDSA board members provided two outreach events in the Boise area and spoke with the Boise Mayor about the impacts of light pollution in the Treasure Valley. The goal is to create awareness about light pollution and to mitigate the impacts for residents who live in the Treasure Valley and within the Reserve.

5. If you receive funds from the City in fiscal year 2024, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

- IDSA will host two WRV-based Astronomers in Residence in 2023 who will provide programs in Ketchum and throughout the Reserve from mid-June to mid-August.
- Offer dark sky programs at the Community Library and other area libraries for area residents and visitors which will be presented by the Astronomers in Residence, BSU AstroTAC students, and local dark sky advocates.
- Work with the International Dark Sky Association (IDA) and UCLA’s Institute of the Environment and Sustainability to improve the sky quality monitoring program. Protecting the quality of our night sky is critical in our efforts to reduce light pollution and to maintain designation requirements for both the Reserve and for Ketchum as a Dark Sky Community.
- Coordinate with Ketchum city staff to develop consistent protocols for both sky quality monitoring and lighting inventories as required by IDA.
- Continue outreach efforts in the Treasure Valley to encourage better lighting that will help protect the night sky there and within the Reserve.

Overall benefits of the Central Idaho Dark Sky Reserve to the City of Ketchum and city residents

The Idaho Dark Sky Alliance works with a number of organizations throughout the reserve to educate residents about the importance of maintaining dark skies. The group also serves as a resource for Ketchum and other communities as they develop and implement dark sky policies.

The pristine dark skies we enjoy in the Reserve are a treasured resource for both local residents and visitors. A main goal for the CIDSR is to preserve our dark skies. Reducing artificial light at night benefits human health and wildlife populations, and reduces energy consumption. Dark Sky designation can also provide economic benefits to local businesses through increased tourism and specific benefits to businesses that provide dark sky related items.

The City of Ketchum has been involved with the Dark Sky planning discussions since the 1990s when the city passed a Dark Sky Lighting Ordinance. City staff were instrumental in the early planning effort to get CIDSR recognized as the first Dark Sky Reserve in the US.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The primary reason for the City to enter this contract is to support the FSAC’s and Sawtooth Avalanche Center’s (SAC) shared mission to save lives by reducing avalanche risk to people recreating, working, and traveling on and around the Sawtooth National Forest.
- The funding was approved in the FY23 adopted budget.

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	The cost for services is \$5,000 for the year and funding will be allocated from the Local Option Tax Account within the approved FY24 budget.
--	--

Attachments:

1. Proposed Contract #24009

CONTRACT FOR SERVICES 24009

THIS AGREEMENT, made and entered into this 2nd day of October 2023, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and the FRIENDS OF THE SAWTOOTH NATIONAL FOREST AVALANCHE CENTER, an Idaho nonprofit corporation with an IRS 501 (c)(3) designation, (hereinafter referred to as "FSAC").

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. FSAC is an Idaho non-profit organization with an IRS 501(c)(3) designation engaged in the business of supporting the Sawtooth Avalanche Center's mission of promoting life-saving avalanche safety information, education and outreach.
3. Ketchum is a destination resort city as defined by Idaho Code § 50-1044 as it derives a major portion of its economic wellbeing from businesses catering to the recreational needs and meeting the needs of people traveling to the Sun Valley area. As a resort city, Ketchum is eligible to and does collect a local option non-property tax.
4. Pursuant to Idaho Code § 50-301 and § 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry. Accordingly, Ketchum has the power as conferred by the State of Idaho, to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic well-being of the City.
5. The primary reason for the City to enter this contract is to support the FSAC's and Sawtooth Avalanche Center's (SAC) shared mission to save lives by reducing avalanche risk to people recreating, working and traveling on and around the Sawtooth National Forest. The City's contribution will fund the Daily Avalanche Forecasts – a critical tool for sharing avalanche and weather information with the local and tourist winter recreation community and with the professional and business community such as Blaine County Search and Rescue, law enforcement and fire departments.
6. Ketchum has committed \$5,000 towards this contract for services in the FY24 budget.
7. FSAC desires to enter into an agreement with Ketchum to provide services identified in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and the FSAC as follows:

1. **SERVICES RECEIVED.** FSAC agrees to provide those services identified in Attachment A as an independent contractor. FSAC agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Agreement.
2. **TERM.** The term of this Agreement shall commence October 1, 2023 and shall terminate on the 30th day of September 2024.

3. **CONSIDERATION.** In consideration for providing the services described in Attachment A, the City agrees to pay to FSAC the total sum of FIVE THOUSAND DOLLARS payable in agreed one lump sum. FSAC will provide the City an invoice; the City shall pay FSAC the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.

4. **REPORTING.** FSAC agrees to report to the Ketchum City Council via an annual report.

5. **TERMINATION.** The City may terminate this Contract with 120 days written notice to FSAC with or without cause. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of FSAC shall survive any termination of this Contract.

6. **EQUAL EMPLOYMENT OPPORTUNITY.** FSAC covenants that it shall not discriminate against any employee, volunteer, or applicant for employment because of race, religion, color, sex, or national origin.

7. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge and agree that FSAC shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. FSAC shall create, direct, and control its own means and methods of performing this Agreement. FSAC and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by FSAC in a competent, efficient and satisfactory manner.

8. **HOLD HARMLESS AGREEMENT.** Any contractual obligation entered into or assumed by FSAC, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of FSAC's obligations pursuant to this Agreement shall be the sole responsibility of FSAC, and FSAC covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of FSAC's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

9. **NON-ASSIGNMENT.** This Agreement may not be assigned by or transferred by FSAC, in whole or in part, without the prior written consent of the City.

10. **DISPUTES:** In the event that a dispute arises between the City and FSAC 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 seek 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.

11. **MISCELLANEOUS PROVISIONS.**

- a. Paragraph Headings. The headings in this 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 of the provisions of the Agreement.

- b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. 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 matters.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
- g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the agreement.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

a. City: City Administrator
 City of Ketchum
 P.O. Box 2315
 Ketchum, ID 83340

b. Consultant: Friends of the Sawtooth Avalanche Center
 PO Box 2669
 Ketchum, ID 83340

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

CITY OF KETCHUM, IDAHO

FRIENDS OF THE SAWOOTH AVALANCHE CENTER

By: _____
Neil Bradshaw
Mayor

By:  _____
Dawn Bird
Executive Director

ATTEST:

Trent Donat
City Clerk



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24009

To: 2134 FRIENDS OF SAWTOOTH NF AVALANCHE CENTER/AAAP P.O. BOX 2669 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2023	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	FSAC LEVEL 4 SPONSORSHIP 22-4910-6085	5,000.00	5,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		5,000.00

 Authorized Signature



Agency Name: Friends of the Sawtooth National Forest Avalanche Center (FSAC)
Project Name: Daily Forecast Sponsor
Contact Person: Dawn Bird, FSAC Executive Director
Address: PO Box 2669, Ketchum ID, 83340
Email: Avycenterfriends@gmail.com
Phone Number: (208)220-3367

Please provide the information requested below and return via email to aswindley@ketchumidaho.org by end of day, **Friday, April 21, 2023**.

- City Council’s Budget Strategic Session will be on Monday, June 26, 2023 from 9-1pm (to be confirmed/agenda to follow)
- The public hearing will be on July 17, with the readings as follows:
 - 1st – August 7 | 2nd – August 21 | 3rd – September 5

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

-
1. Amount requested for fiscal year 2024: \$ 5,000
 2. What percentage of your overall budget does the requested amount represent? 2 %
Please submit a budget sheet for FY2022 and FY2023 that shows detailed revenue and expenditures.
 3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

The Friends of the Sawtooth Avalanche Center (FSAC) and Sawtooth Avalanche Center (SAC) hold a shared mission to save lives by reducing avalanche risk to people recreating, working and traveling on and around the Sawtooth National Forest. Avalanches are responsible for more deaths than any other natural hazard on federally owned lands (USFS, BLM), and as was witnessed this past winter of ‘22-23, the city itself falls prey to the destruction of avalanches. SAC’s daily avalanche forecasts are a critical tool for sharing avalanche and weather information with the local and tourist winter recreation community and with our professional and business community, including Blaine County Search & Rescue, law enforcement and fire departments, snow removal and landscape services, backcountry guiding groups, and backcountry gear retailers.

Our local avalanche center truly is a community effort and our most important resource to help our mountain community remain safe during the winter months. A reduction in funding could severely impact our ability to meet our mission.

4. If you received funds from the City in fiscal year 2023, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

Yes, FSAC was a grateful recipient of funds from the City of Ketchum in the FY 2023. These funds helped sponsor the SAC daily avalanche forecast. This has been a wonderful relationship between the City and FSAC for many, many years.

As a small expression of gratitude, we showcase The City of Ketchum as a dedicated sponsor on the FSAC website. <https://friends.sawtoothavalanche.com/sponsors/>

5. If you receive funds from the City in fiscal year 2024, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

FSAC's primary goal and responsibility is to provide funding for SAC so it may continue to provide reliable, accurate, and actionable avalanche and weather information to the public. The Daily Avalanche Forecast is our most important resource for sharing critical information with the public in order to save lives. Funds collected from the City will be used to ensure this goal is met through supporting the daily costs of producing the avalanche forecast, which can include: website maintenance, weather station upkeep, forecaster safety and training tools, and social media outreach to reach more community members with this life-saving information.

FSAC Projected FY2023-24 Budget: 07/1/23 - 06/30/24

INCOME	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23	FY 2023-24 Projected	% change FY22 - FY23	% change FY20 - FY21	Notes
Fundraising Income							
Donation and Memberships	\$111,316	\$93,032	\$110,500	\$143,650	19%		
Restricted Funds	\$86,700	\$85,000	\$70,000	\$40,000	-18%		
Grants and Business Sponsors	\$35,500	\$41,740	\$61,000	\$85,400	46%		
Fundraising Total	\$233,516	\$219,772	\$241,500	\$269,050	10%		
Restricted Funds Rollover							
Restricted Funds Rollover	\$0	\$0	\$26,783	Still calculating as of April			Restricted Funds Rollover is not added into Income Total due to being counted in previous years
OTHER INCOME							
Special Event Income	\$10,293	\$19,224	\$17,000	\$20,000	-12%		
Sales of FSAC Merch	\$1,102	\$6,990	\$13,400	\$14,000	92%		
Education Program Income	\$7,151	\$2,539	\$3,400	\$4,000	34%		
Income Total	\$252,062	\$248,525	\$275,300	\$307,050	11%		
COGS							
Special Events	\$5,094	\$10,104	\$12,500	\$14,000	24%		
Merchandise	\$8,892	\$7,274	\$10,000	\$10,000	37%		
Education Program	\$14,098	\$19,476	\$18,400	\$20,240	-6%		
Total COGS	\$28,084	\$36,854	\$40,900	\$44,240	11%		
Gross Profit	\$223,978	\$211,671	\$234,400	\$262,810	11%	-5%	
PROGRAM EXPENSES							
General Operations Expenses	\$8,466	\$9,811	\$11,326	\$22,000	15%		
Payroll Expenses	\$37,729	\$52,444	\$71,600	\$116,500	37%		
Marketing Expenses	\$1,855	\$13,030	\$5,300	\$5,700	-59%		Social Media Coordinator added to wages instead of marketing
Total FSAC Expense	\$48,050	\$75,286	\$88,226	\$144,200	17%		
SAC EXPENSES							
SAC General Expenses	\$19,026	\$19,429	\$40,200	\$55,000	107%		
USFS Collection Agreements	\$82,244	\$147,200	\$73,300	\$62,000	-50%		
Total SAC Expense	\$101,270	\$166,629	\$113,500	\$117,000	-32%		
Total Expense	\$149,320	\$241,914	\$201,726	\$261,200	-17%	62%	
GROSS PROFIT	\$223,978	\$211,671	\$234,400	\$262,810	11%		
TOTAL EXPENSE	\$149,320	\$241,914	\$201,726	\$261,200	-17%	62%	
NET INCOME	\$74,659	-\$30,244	\$32,674	\$1,610			



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- City’s animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County’s dog licenses and/or microchips.
- New this year: MH to provide CSOs with microchip scanners and training to reunite lost animals to avoid impounding.
- The funding was approved in the FY24 adopted budget.

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	The cost for services is \$4,078 for the year and funding will be allocated from the Local Option Tax Account within the approved FY24 budget.
--	--

Attachments:

CONTRACT FOR SERVICES 24010
Mountain Humane

THIS AGREEMENT, made and entered into this 2nd day of October 2023, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and MOUNTAIN HUMANE, an Idaho nonprofit corporation with an IRS 501 (c)(3) designation, (hereinafter referred to as "MH").

FINDINGS

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.
2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and/or microchipping and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.
3. Mountain Humane is willing to provide facilities and services for the care and safe housing of animals found in the City of Ketchum that are impounded by the City animal control officer, city law enforcement, or taken to Mountain Humane by citizens.
4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County's dog licenses and/or microchips.
5. The parties believe that paying a flat fee for services is more flexible and fair approach than charging on an individual impound basis. The City's payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by MH. The flat fee shall reasonably reflect the level of service provided by Mountain Humane, including but not limited to, the numbers and types of animals from the City, and may be adjusted annually during the City's budget process which starts in June and adopted in August of each year.
6. MH desires to enter into an agreement with the City to provide services identified in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and MH as follows:

- 1. SERVICES RECEIVED.** MH agrees to provide those services identified in Attachment A as an independent contractor. MH agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Agreement. MH will also furnish the City with microchip scanners and training to aid in animal reunification in the field. The City agrees to make a reasonable attempt to reunite a lost animal with its owner using the microchip scanner prior to impounding the animal at MH.
- 2. TERM.** The term of this Agreement shall commence October 1, 2023 and shall terminate on the 30th day of September 2024.

3. CONSIDERATION. In consideration for providing the services described in Attachment A, the City agrees to pay to MH the total sum of FOUR THOUSAND SEVENTY-EIGHT DOLLARS payable in agreed one lump sum. MH will provide the City an invoice; the City shall pay MH the amount set forth in such invoice no later than thirty (30) days after the date of such invoice. In addition, the City shall allow all revenues generated from MH's sale of dog licenses for the City and the collection of impound fees from pet owner's retrieving their animals to remain with MH. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts form a licensed veterinarian.

4. REPORTING. MH agrees to report to the Ketchum City Council via quarterly reports that include the following information:

- a) Numbers and types of animals impounded:
- b) Location of animal pickup. Any officer or citizen delivering an animal to MH shall verify, to the greatest extent feasible, that the animal being impounded was found with City borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to the City quarterly.
- c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.
 - a. MH shall work with the City to develop a reporting system so that City dispatch personnel, the community service officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner. Additionally, MH shall provide the City with animal microchip scanners, which may access an animal's ownership information for reuniting in the field.
- d) Veterinary and euthanasia statistics

5. MOUNTAIN HUMANE A PRIVATE FACILITY: The parties agree that MH is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by MH pursuant to this Agreement shall become the property of MH after three (3) days at which time MH shall assume financial responsibility for the continued care and housing of the animal(s).

6. TERMINATION. The City may terminate this Contract with 120 days written notice to MH with or without cause. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of MH shall survive any termination of this Contract.

7. EQUAL EMPLOYMENT OPPORTUNITY. MH covenants that it shall not discriminate against any employee, volunteer, or applicant for employment because of race, religion, color, sex, or national origin.

8. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge and agree that MH shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. MH shall create, direct, and control its own means and methods of performing this Agreement. MH and its agents, members, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by MH in a competent, efficient and satisfactory manner.

9. HOLD HARMLESS AGREEMENT. Any contractual obligation entered into or assumed by MH, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of MH's obligations pursuant to this Agreement shall be the sole responsibility of MH, and MH covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action

arising out of MH's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

10. NON-ASSIGNMENT. This Agreement may not be assigned by or transferred by MH, in whole or in part, without the prior written consent of the City.

11. DISPUTES: In the event that a dispute arises between the City and MH 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 seek 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.

12. MISCELLANEOUS PROVISIONS.

- a. Paragraph Headings. The headings in this 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 of the provisions of the Agreement.
- b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. 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 matters.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
- g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the agreement.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

a. City: City Administrator
City of Ketchum
PO Box 2315
Ketchum, ID 83340

b. Consultant: Mountain Humane
PO Box 1496
Hailey, ID 83333

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

CITY OF KETCHUM, IDAHO

MOUNTAIN HUMANE

By: _____
Neil Bradshaw
Mayor

By: _____
Christine Ferguson
Executive Director

ATTEST:

Trent Donat
City Clerk



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24010

To: 1178 MOUNTAIN HUMANE ANIMAL SHELTER OF THE WOOD RIVER VALL BOX 1496 HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
09/15/2023	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	ANNUAL ANIMAL CONTROL SERVICES CON 22-4910-6095	4,078.00	4,078.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		4,078.00

 Authorized Signature



City of Ketchum

Agency Name: Animal Shelter of the Wood River Valley DBA Mountain Humane
Project Name: Annual Municipal Animal Impoundment Services
Contact Person: Kelly Mitchell, Senior Director of Shelter Operations & Outreach
Address: 101 Croy Creek Road, PO Box 1496, Hailey, ID 83333
Email: KMitchell@mountainhumane.org (general) or finance@mountainhumane.org (billing)
Phone Number: (208) 788-4351 x102 (general) or (208) 788-4351 x209 (billing)

Please provide the information requested below and return via email to aswindley@ketchumidaho.org by end of day, **Friday, April 21, 2023**.

- City Council’s Budget Strategic Session will be on Monday, June 26, 2023 from 9-1pm (to be confirmed/agenda to follow)
- The public hearing will be on July 17, with the readings as follows:
 - 1st – August 7 | 2nd – August 21 | 3rd – September 5

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

1. Amount requested for fiscal year 2024: **\$ 4,078.00**
2. What percentage of your overall budget does the requested amount represent? _____ %
Please submit a budget sheet for FY2022 and FY2023 that shows detailed revenue and expenditures.
3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

See Attachment

4. If you received funds from the City in fiscal year 2023, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

The \$4,500 received in FY 2023 were used to provide comprehensive animal impound services, as described in question 3.

5. If you receive funds from the City in fiscal year 2024, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

As stated in question 3, the requested funds would provide animal impound services for the City of Ketchum, in line with local ordinances and statutes. In addition, Mountain Humane is prioritizing its animal microchip program, which will effectively reduce the number of impounded animals at Mountain Humane and expedite the reunification process between people and their animals. Further, this methodology, as outlined in our contract renewal letter, will reduce the time our public safety officers spend transporting impounded animals to our facility in Hailey. In support of this goal, Mountain Humane is offering free microchipping for any Ketchum resident. Residents may call and schedule an appointment for this service. The organization also anticipates having several vaccine clinics in CYs 2023 and 2024.

Question #3

Mountain Humane remains committed to providing the City of Ketchum with high quality and cost effective animal impound and licensing services. The funds received from the City are used to offset the cost of providing the following services:

- A dedicated staff member for answering intake inquiries
- Scanning and follow up related to pet/owner identification
- Processing paperwork and data entry
- A 24-hour security entrance to dedicated impound areas
- Providing dedicated housing to keep these pets separated from the shelter population
- Performing a medical evaluation to ensure the pet doesn't require any further medical attention
- Ensuring the pet is up to date on its rabies and other vaccinations
- Walking the pet multiple times per day and feeding/general care of the pet
- Marketing efforts to return the pet to its owner via our lost and found outlets

This amount does not include costs related to services provided to animals that are not reclaimed by their owner, as well as services provided for animals who are reclaimed after more than 24 hours. In addition to impound services, the contract includes providing services associated with the implementation, management, distribution, and data tracking for the Blaine County dog license program.

The funding proposal for FY 2024 represents a **9.4 percent DECREASE** from FY 2023. This is due to implementing documented best practices in CY 2023, which will include:

- Focusing on microchipping community animals so that our public safety personnel may reunite animals with their owners more quickly. This methodology has been proven to be best practice in communities across the country and will improve community relations and decrease the number of animals impounded each year, and
- Requesting a 3-day holding period to replace the current 7-day holding period for stray impounds. This is a result of historical data reflecting that animals are returned to owners (RTO) typically within the first 24 hours. Those not reclaimed within 24 hours are typically never reclaimed.

If funding were reduced or eliminated, Mountain Humane would struggle to provide these comprehensive services to the City and its residents.

Mountain Humane

Budget Overview

January - December 2022

	MOUNTAIN HUMANE	THE BARKIN'	TOTAL
Income			
4000 Revenue from Direct Contributions	1,044,648.00	7,400.00	\$1,052,048.00
4200 Revenue from Non-Government Grants	170,000.00		\$170,000.00
5000 Revenue from Government Agencies	62,700.00		\$62,700.00
5100 Rev from Program Related Sales & Fees	150,000.00		\$150,000.00
5300 Revenue from Investments	264.96		\$264.96
5400 Revenue from Other Sources	45,675.04	400,000.00	\$445,675.04
5800 Special Events	1,000,000.00		\$1,000,000.00
Total Income	\$2,473,288.00	\$407,400.00	\$2,880,688.00
Cost of Goods Sold			
5700 COGS	11,225.00	1,200.00	\$12,425.00
5850 Special events - direct costs	65,294.00		\$65,294.00
Total Cost of Goods Sold	\$76,519.00	\$1,200.00	\$77,719.00
GROSS PROFIT	\$2,396,769.00	\$406,200.00	\$2,802,969.00
Expenses			
7200 Salaries & Related Expenses	1,807,154.00	234,797.00	\$2,041,951.00
7500 Contract Services Expenses	67,410.00	1,750.00	\$69,160.00
7600 Media, Marketing & Communications	122,299.00	5,460.00	\$127,759.00
8100 Nonpersonnel expenses	61,128.00	4,595.00	\$65,723.00
8200 Facility & equipment expenses	154,633.00	20,753.00	\$175,386.00
8300 Travel & Meeting expense	6,520.00	750.00	\$7,270.00
8400 Animal specific expenses	224,238.00		\$224,238.00
8500 Other expenses	228,834.00	12,483.00	\$241,317.00
Total Expenses	\$2,672,216.00	\$280,588.00	\$2,952,804.00
NET OPERATING INCOME	\$ -275,447.00	\$125,612.00	\$ -149,835.00
NET INCOME	\$ -275,447.00	\$125,612.00	\$ -149,835.00

Mountain Humane

Budget Overview

January - December 2023

	MOUNTAIN HUMANE	THE BARKIN'	TOTAL
Income			
4000 Revenue from Direct Contributions	1,215,621.81	8,867.80	\$1,224,489.61
4200 Revenue from Non-Government Grants	275,000.00		\$275,000.00
5000 Revenue from Government Agencies	77,977.48		\$77,977.48
5100 Rev from Program Related Sales & Fees	197,000.00		\$197,000.00
5300 Revenue from Investments	30,468.95		\$30,468.95
5400 Revenue from Other Sources	39,872.25	439,000.00	\$478,872.25
5800 Special Events	900,000.00		\$900,000.00
Total Income	\$2,735,940.49	\$447,867.80	\$3,183,808.29
Cost of Goods Sold			
5700 COGS	10,725.00	1,200.00	\$11,925.00
5850 Special events - direct costs	65,294.00		\$65,294.00
Total Cost of Goods Sold	\$76,019.00	\$1,200.00	\$77,219.00
GROSS PROFIT	\$2,659,921.49	\$446,667.80	\$3,106,589.29
Expenses			
7200 Salaries & Related Expenses	1,927,306.39	291,545.15	\$2,218,851.54
7500 Contract Services Expenses	56,210.00	1,550.00	\$57,760.00
7600 Media, Marketing & Communications	170,502.50	3,860.00	\$174,362.50
8100 Nonpersonnel expenses	63,201.44	6,345.00	\$69,546.44
8200 Facility & equipment expenses	172,218.00	17,253.00	\$189,471.00
8300 Travel & Meeting expense	12,970.00	750.00	\$13,720.00
8400 Animal specific expenses	207,028.00		\$207,028.00
8500 Other expenses	155,564.51	13,497.61	\$169,062.12
Total Expenses	\$2,765,000.84	\$334,800.76	\$3,099,801.60
NET OPERATING INCOME	\$ -105,079.35	\$111,867.04	\$6,787.69
NET INCOME	\$ -105,079.35	\$111,867.04	\$6,787.69



City of Ketchum

PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Contract #24013 with Elk Cueva roofing products for repairing the dormers at Lift tower lodge.

Summary of Procurement Process:

Bidder	Bid Price
Elk Cueva roofing	\$6930.00

Low Bid Contractor	Bid Price	Budget Account/Number
Elk Cueva roofing	\$6,930.00	54-4410-4250

Background (if necessary):

- The metal roof on the dormers at Lift tower lodge need winter damage repaired.
-
-

Sustainability Impact:

None OR state impact here:

Attachments:

1. Elk Cueva roofing quote
2. Purchase order #24013
- 3.

CUEVA ELK ROOFING

Eric Cueva, Owner
P.O.Box 32
Bellevue, Idaho, 83313
208.309.2822
License #RTC-35872



QUOTE

DATE: 01-26-23

Job#: 703 Lill Tower Lodge Ketchum

CUSTOMER INFORMATION:

Name: Bryan

Address: 703 Lill Tower Lodge Ketchum

Contact Information:

Home#

Cell # 801 230 0388

E-mail address:

<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>To</u>
-------------	--------------------	-------------------	-----------

Estimate to Repair Everything in Front of the roof that was Damaged by the snow that broke ridge caps metal planes pride geibol i more which if it is done in putting the new roof in the other area you will not need to buy materials because from that sector there will be enough materials to fix everything will also be installed 60 snow clips in the front part and if will not damage the metals anymore you will only have to clean the snow when it accumulates about 4 to 5f 6f weigh this estimate includes a little bit of material such as screws and ice water, but more is work thanks in the snow clips cost in including in install



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

PURCHASE ORDER
 BUDGETED ITEM? Yes No

PURCHASE ORDER - NUMBER: 24013

To: 5891 CUEVA ELK ROOFING PO BOX 32 BELLEVUE ID 83313	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	LIFT TOWER LODGE ROOF REPAIRS 54-4410-4250	6,930.00	6,930.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		6,930.00

 Authorized Signature



City of Ketchum

PROCUREMENT MEMO

Meeting Date: 10/2/2023 Staff Member/Dept: Juerg Stauffacher

Agenda Item: Recommendation to Approve Purchase Order #24014

Recommended Motion:

I move to approve Contract #24014 with Sun Seal LLC. for repairing and sealing the driveway and parking lot at Lift tower lodge.

Summary of Procurement Process:

Bidder	Bid Price
Sun Seal LLC.	\$8999.96
Anderson	No answer

Low Bid Contractor	Bid Price	Budget Account/Number
Sun Seal LLC.	\$8,999.96	54-4410-4250

Background (if necessary):

- The driveway and parking lot at Lift tower lodge need winter damage and potholes repaired.
-
-

Sustainability Impact:

None OR state impact here:

Attachments:

1. Sun Seal LLC. quote
2. Purchase order #24014
- 3.

Sunseal, LLC
 PO Box 4257
 Ketchum, ID 83340
 (208) 726-3115
 jeff@sunsealketchum.com

Estimate

Date	Estimate #
9/14/2023	2201

Name / Address
Brian Schroeder

Project

Description	Qty	Rate	Total
Striping - Linear Feet	298	1.25	372.50
Handicap Paths	2	55.00	110.00
Triangle Spot	1	35.00	35.00
Layout		110.00	110.00
Sealcoat - Remove existing lines	150	0.27	40.50
Blowing/Sweeping	2	55.00	110.00
Rear Parking			
Striping - Linear Feet	200	1.25	250.00
Sealcoat - Heavy Coat of sealcoat to entire area. Square Feet	13,048	0.27	3,522.96
Crack Fill - Thoroughly Clean & Fill crack with Hot Crack Filler. Linear Feet to entire parking	1,588	1.25	1,985.00
Patching - Cut & Patching		1,250.00	1,250.00
A form of liquid asphalt for alligator cracks	3	148.00	444.00
Labor for Application	2	55.00	110.00
Blowing/Sweeping	12	55.00	660.00

If you accept this estimate please sign and return.

Total \$8,999.96

This is an estimate only. Invoicing will reflect actual work performed.



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

PURCHASE ORDER
 BUDGETED ITEM? Yes No

PURCHASE ORDER - NUMBER: 24014

To: 4024 SUNSEAL, LTD BOX 4257 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	LIFT TOWER LODGE PARKING LOT REPAIR 54-4410-4250	8,999.96	8,999.96
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		8,999.96

_____ Authorized Signature



City of Ketchum

PROCUREMENT MEMO

Meeting Date: 10/2/2023 Staff Member/Dept: Juerg Stauffacher

Agenda Item: Recommendation to Approve Purchase Order #24015

Recommended Motion:

I move to approve Purchase Order #24015 for a not to exceed amount of \$7,325.00 for the purchase of electric charging station (Sourcewell pricing).

Summary of Procurement Process:

Table with 2 columns: Bidder, Bid Price. Row 1: Blink charging (Sourcewell pricing), \$7325.00

Table with 3 columns: Low Bid Contractor, Bid Price, Budget Account/Number. Row 1: Blink charging, \$7,325.00, CIP 03-4194-7185

Background (if necessary):

- The City will remove the existing charger at the ore wagon museum
The new charger will be a double charger at the 511 public parking lot

Sustainability Impact:

None OR state impact here:

Attachments:

- Blink charging quote
Purchase order #24015



Sales Quote

Legal Entity Name: City of Ketchum
Street Address:
City, State, Zip: Ketchum, Idaho,
Contact Name: Brian Dirksmeier
Contact Phone #: +12089286705
Contact Email: brian@woodriverymca.org

Date Quoted: 9/19/2023
Quote Valid Until: 3/31/2023
Account Manager: Chris Rogers
AM Phone #:
AM Email: crogers@blinkcharging.com
Quote #: Q-01895

Group1

Product	Qty	Discount	Price	Sub Total
Series 7+ EV Charging Station - 80A, 18ft cable	1.00	\$1,585.00	\$4,755.00	\$4,755.00
Pedestal (S7/S7+/S8/S8+)	1.00	\$41.00	\$164.00	\$164.00
Anchor Plate (S5/S6/S7/S7+/S8/S8+)	1.00	\$9.00	\$36.00	\$36.00
Dual Cable Management System 80A (S7+/S8+)	1.00	\$0.00	\$600.00	\$600.00
CMS Mounting Kit - Pedestal (S5/S6/S7/S7+/S8/S8+)	1.00	\$0.00	\$0.00	\$0.00
2 Additional Years Network and Warranty (S7/S7+)	1.00	\$0.00	\$1,312.00	\$1,312.00
Freight	1.00	\$0.00	\$458.00	\$458.00
Group1 TOTAL:				\$7,325.00

* Tax to be calculated on Invoice

Payment in full shall be required prior to shipment of any equipment or provisioning of services. Unless noted, the estimated ship date will be determined once the order is placed and payment is received. The term of the Subscriptions purchased by Client shall commence on the date of installation.

Client Acceptance

Client Signature:

Date:

Printed Name & Title:

The purchase of equipment hereunder is governed by the standard terms and conditions available at <https://www.blinknetwork.com/equipment-ic.html>
The purchase of Blink Network Services hereunder is governed by the standard terms and conditions available at



Please provide the organization's W-9 and Tax-Exempt Certificate with the document to Blink.



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

PURCHASE ORDER
 BUDGETED ITEM? Yes No

PURCHASE ORDER - NUMBER: 24015

To: 6084 BLINK NETWORK LLC 605 LINCOLN RD FIFTH FLOOR MIAMI BEACH FL 33139	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	ELECTRICAL VEHICLE CHARGING STATION 03-4194-7185	7,325.00	7,325.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		7,325.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The Council supported the creation of a joint funded position between the city and the county in order to implement both city and valley sustainability initiatives.
- The funding was approved in the FY24 adopted budget.

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

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="The cost for services is \$88,802 for the year and funding will be allocated from the Non-Departmental account within the approved FY24 budget."/>
---	--

Attachments:

- | |
|---|
| <input type="text" value="1. Proposed Contract #24016"/> |
| <input type="text" value="2. FY24 Sustainability Work Plan"/> |

AGREEMENT BETWEEN THE CITY OF KETCHUM AND BLAINE COUNTY FOR SUSTAINABILITY PROGRAM MANAGEMENT COST SHARING

THIS AGREEMENT (hereinafter “Agreement”) is made and entered into this 3rd day of October 2023, by and between the City of Ketchum, Idaho, (hereinafter “City”) an Idaho municipal corporation and BLAINE COUNTY, (hereinafter “County”) a political subdivision of the State of Idaho, hereinafter referred to as the “Parties.”

RECITALS

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

WHEREAS, the County is a political subdivision of the State of Idaho duly organized and existing under the laws of the State of Idaho; and

WHEREAS, the City and County have identified the need for a Sustainability Program, to include staff, equipment, software programs, and administrative costs; and

WHEREAS, the City and County and members of the public desire to develop a Sustainability Program to lead the region’s sustainability efforts in reducing the region’s carbon footprint and to proactively address climate-related impacts; and

WHEREAS, the City and County will benefit from a joint effort by collaborating on regional sustainability initiatives; and

WHEREAS, the City and County will work to develop short and long-term initiatives aimed at enhancing the sustainability of the region.

TERMS

NOW, THEREFOR, subject to the limitations of this Agreement and in order to provide assistance between the parties in providing Sustainability Program management services, it is hereby agreed as follows:

1. DURATION OF AGREEMENT. This Agreement shall not be effective until it is signed by the County and the City. It shall continue in full force unless terminated from the signature dates herein until September 30, 2024. The parties may agree to mutually extend this Agreement by subsequent written agreement.
2. NOTICES. All notices, requests, demands, or other communication required or provided for under this Agreement shall be in writing. Notices to the City and County shall be addressed as follows:

CITY:

City of Ketchum
 Attn: City Administrator
 P.O. Box 2315
 Ketchum, ID 83340

COUNTY:

Blaine County
 Attn: County Administrator
 206 First Avenue South, Suite 300
 Hailey, ID 83333

3. PURPOSE. The purpose of this Agreement is to allow the City to contract with County for partially funding the Sustainability Program Manager position to provide direct service to Blaine County and its cities serving as coordinator to streamline local governmental sustainability action.
4. FINANCE AND BUDGET. The City shall reimburse County for approximately fifty percent (50%) of the Sustainability Program Manager’s salary, benefits, and program costs for FY24. Such payment shall not exceed the amount of \$88,801.94 for FY24 and is to be paid in quarterly installment amounts of \$22,200.49 with the first payment due by November 1, 2023.
5. EMPLOYMENT STATUS. The City and County hereby agree that the Sustainability Program Manager shall perform the obligations under this Agreement exclusively as an employee of the County 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 this Agreement. The Sustainability Program Manager 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 the City offers to its employees.
6. DUTIES. The provision of these services shall be governed as set out below:

The County and City agrees to collaborate on the following responsibilities pertaining to the Sustainability Program Manager position:

1. To agree on the position duties and responsibilities to benefit either or both the City and County.
2. To develop and approve the annual work plan.

3. To participate on or provide recommendations for participants to the Sustainability Advisory Committee.
4. To participate in conducting evaluations of work product and performance of the Program Manager.
5. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.

The position will be assigned to work at the County to accomplish the tasks assigned. The position will report to the County Administrator.

The County agrees to host a dedicated web page on its web site for the Sustainability Program. Content of the web page will be determined by the Sustainability Advisory Committee and implemented by the Sustainability Program Manager as part of his/her duties.

7. AMENDMENT. This Agreement may be amended at any time, and from time to time, by the mutual written consent of the City and County for any of the following purposes:
 1. To add provisions to the Agreement to benefit either or both the City and the County.
 2. To extend the term of the agreement.
 3. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.
8. SEVERABILITY. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officials.

DATED this _____ day of _____, 2023.

BLAINE COUNTY, an Idaho political subdivision

By _____
Muffy Davis, Chair, Board of
Blaine County Commissioners

ATTEST:

Stephen McDougall Graham, Blaine County Clerk

CITY OF KETCHUM, IDAHO,
an Idaho political subdivision

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City of Ketchum Clerk

2024 Blaine County Sustainability Work Plan

Prepared for the City of Ketchum, as a supplement to the FY24 Sustainability MOU.

Q1: October – December

- Enhance administrative systems for Blaine County’s Sustainability Department
- Evaluate, define and activate community led sustainability task forces pursuant of creation of a formal regional sustainability / climate action plan (Plan) at the county level, to include the following lines of effort with corresponding goals, tactics and strategies:
 - Land Use & Transportation
 - Clean Energy & Green Building
 - Solid Waste and the Circular Economy
 - Land & Water Conservation
- Hire a Sustainability Fellow to assist with Plan assembly
- Evaluate Plan goals and tactics
- Establish implementation framework for tactics
- Provide oversight and management of Blaine County’s Recycle Center
- Provide oversight and management of Blaine County’s Safe Streets for All FHWA grant
- Provide oversight and management of Blaine County’s Hazard Mitigation Grant Program (HMGP) application for microgrid scoping
- Provide oversight and management of Blaine County and partner communities Energy Efficiency Conservation Block Grant (EECBG) grant application
- Provide oversight of Blaine County’s circular economy and recycling assessment and all related contracts

Q2: January – March

- Finalize Plan, including partnerships, resource allocation and strategic elements
- Submit Plan for adoption by Blaine County Board of Commissioners and City governments
- Activate planning elements in accordance with prioritization and resource availability
- Management and oversight of all above noted efforts along with related grants, contracts and procurement processes
- Provide oversight and management of Blaine County’s Recycle Center

Q3: April – June

- Management and oversight of all above noted efforts along with related grants, contracts and procurement processes
- Plan implementation/facilitation alongside partners and project leads
- Continuous improvement of Sustainability systems and partnerships
- Management and oversight of all above noted efforts along with related grants, contracts and procurement processes
- Provide oversight and management of Blaine County’s Recycle Center

Q4: July – September

- FY25 Budgeting
- Management and oversight of all above noted efforts along with related grants, contracts and procurement processes
- Plan implementation/facilitation alongside partners and project leads
- Development of FY25 work plan based on adopted climate/sustainability action Plan
- Provide oversight and management of Blaine County's Recycle Center



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24016

To: 1385 BLAINE COUNTY TREASURER 219 1ST AVE. SOUTH SUITE 102 HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	SUSTAINABILITY CONTRACT FY24 01-4193-6500	88,802.00	88,802.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		88,802.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: October 2, 2023 Staff Member/Dept: Trent Donat/Administration

Agenda Item: Recommendation to approve Purchase Order 24017 with ICRMP for renewal of City Public Entity Multi-Lines Insurance Policy and Joint Powers Subscriber Agreement 22885.

Recommended Motion:

"I move to authorize the Mayor to sign Purchase Order 24017, approving the annual cost to renew the City Public Entity Multi-Lines Insurance Policy with ICRMP and Joint Powers Subscriber Agreement 22885."

Reasons for Recommendation:

- Idaho Counties Risk Management Program (ICRMP) and its staff provide Idaho City Policy Holders with direct access to Sales, Claims, and Service functions.
The ICRMP Joint Powers Subscriber Agreement has been completely re-written to make it easier to read and understand. By paying the ICRMP member contribution (annual premium), the City of Ketchum is agreeing to the terms of this agreement in-force.

Sustainability Impact:

N/A

Financial Impact:

Table with 2 columns: Financial details and GL's/Minimum payment information.

Attachments:

- 1. Renewal Letter
2. 2023-2024 Multi Lines Policy
3. Summary of Policy Changes 2023-2024
4. Invoice
5. Purchase Order 24017
6. 22885 ICRMP Joint Powers Subscriber Agreement

May 8, 2023

City of Ketchum
Trent Donat, City Clerk
PO Box 2315
Ketchum, ID 83340

Re: 2023-2024 Renewal Information and Premium Estimate

Dear Trent,

As you will read from the included communication from our Executive Director Tim Osborne, our ICRMP Board of Trustees approved the estimated premium amount for your upcoming October 1, 2023 to September 30, 2024 policy renewal period. A renewal invoice will be mailed directly from ICRMP on September 1, 2023, along with a summary of policy changes.

2023-2024 Estimated Renewal Premium: \$172,922.00

Additionally, we are increasing the per claim property deductible to assist with keeping the premium increases as low as possible. The benefit of shifting some of the program costs to higher property deductibles is that you can work within your entity, and with ICRMP's risk managers, to limit those preventable claims, thereby avoiding a deductible all together.

2023-2024 Property Deductible: \$ 5,000.00

Thank you for your continued membership. If you have questions, reach out to me at jnyquist@icrmp.org or 208-246-8216. Additionally, you can reach out to your marketing representative Mary Kummer at mkummer@icrmp.org or 208-246-8210.

Sincerely,



Justin Nyquist, ARM
Underwriting Coordinator

May 8, 2023

City of Ketchum
Trent Donat, City Clerk
PO Box 2315
Ketchum, ID 83340

Re: Renewal Information for your insurance policy set to renew on October 1, 2023

Dear Trent,

On behalf of the ICRMP Board of Trustees, I wanted to provide some context to this year's estimated renewal premiums. As with every April meeting, the Board reviewed ICRMP's current financial position and discussed the program's estimated future funding needs. Those needs are mainly based on estimates regarding trends in both claim frequency and severity as well as market costs to secure adequate reinsurance backing.

Unfortunately, the reinsurance marketplace has become extremely challenging over the past five years with 2023 being the worst so far. Both liability and property reinsurers are reducing limits, and coverages, while significantly increasing pricing. Due to this market deterioration as well as ICRMP's own adverse claim development, the program will need to increase renewal premiums more this year than in recent history.

Being local elected officials themselves, the ICRMP Board fully understands the budgetary challenges Idaho public entities face. The ICRMP Board strives to provide members with the best property and liability insurance coverages possible, while balancing the need for maintaining stable, affordable pricing.

As an insurance pool, all ICRMP members share the cost of claims which is the driving force behind premiums. The ICRMP Board strongly encourages all members to contact our risk management team to take advantage of training and resources to reduce your entity's claims and risk exposures. If each of us takes a small step in risk reduction ICRMP as a whole can take a large leap toward ensuring future stable pricing and coverages.

Sincerely,



Tim Osborne, CPCU
Executive Director



Policy Year

2023-2024

PUBLIC ENTITY

Multi-Lines Insurance

Policy

Issued for:

City of Ketchum

Issued by:

Idaho Counties Risk Management Program

3100 Vista Avenue, Suite 300, Boise, ID 83705

Phone: (208) 336-3100 ~ Fax: (208) 336-2100

www.icrmp.org

August 22, 2023

TO: City of Ketchum

RE: Terrorism Coverage for Policy Year Effective October 1, 2023

Dear Valued ICRMP Member:

Following the events of September 11, 2001, the nation's largest insurers took their case to Congress concerning their ability to withstand the financial consequences of additional terrorist acts that might take place on American soil. As a consequence, Congress enacted the Terrorism Risk Insurance Act (TRIA) that is intended to protect insured property owners by assuring that their property insurers are not overwhelmed by terrorism-driven claims. Local government risk sharing pools generally were excluded from TRIA.

Because ICRMP is regulated under Idaho law as a reciprocal insurer, federal law requires ICRMP to offer complete terrorism property coverage to its Members. In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your entity lists on our schedule of values against any "certified act of terrorism". We are providing property coverage by including the peril of terrorism as a cause of loss in Section V-Property of your renewal policy.

This is your ***formal notice*** as required by Federal Law and disclosure that there is not an additional premium for this coverage. The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a "certified act of terrorism". Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

Sincerely,

Sandy Moser
Underwriting Manager

PUBLIC ENTITY MULTI-LINES INSURANCE POLICY DECLARATIONS

ISSUED BY IDAHO COUNTIES RISK MANAGEMENT PROGRAM, UNDERWRITERS
3100 Vista Avenue, Suite 300
Boise, Idaho 83705
(208) 336-3100

Named Insured:	City of Ketchum
Address:	PO Box 2315 Ketchum, Idaho 83340
Application Date:	August 1, 2023
Policy Number:	43A02097100123
Policy Period:	From: October 1, 2023 To: October 1, 2024 <i>Both dates above at 12:01 AM</i>
Member Contribution:	\$172,922

NOTICE REGARDING INSURANCE GUARANTY ASSOCIATION

As required by Article VIII, Section 4 and Article XII, section 4 of the Idaho Constitution and Idaho Code Section 41-3603(10), the ICRMP Program is not a participant in the Idaho Insurance Guaranty Association. As such, ICRMP Subscribers are not responsible for the costs of private insurer insolvencies, nor are they or claimants against them entitled to any of the protections which participation in the Guaranty Association would provide. This notice is provided in cooperation with the Idaho Insurance Guaranty Association. For additional information concerning this notice, contact ICRMP at 208-336-3100.

PROPERTY

Section V limit of insurance is \$200,000,000 per occurrence and this limit is for all property coverages and all limits of insurance combined with all public entity members collectively.

<i>Insuring Agreements</i>	<i>Limit of Insurance</i>	<i>Coverage Basis</i>	<i>Deductible</i>
<i>Buildings, Structures & Property, Mobile Equipment and Vehicle Physical Damage</i>			
<u>Sublimits:</u>			
Claim Preparation Fees & Expenses	\$100,000	Per covered occurrence.	The first \$5,000 per covered occurrence is applicable to Section V, Insurance Provided 1 and 2, excepting wind, gymnasium floor, hail, weight of snow, flood, and earthquake losses. Earthquake: The first \$50,000 per covered occurrence. Flood Type 1: The first \$500,000 per building and first \$500,000 per contents per covered occurrence. Flood Type 2: The first \$50,000 per covered occurrence. Gymnasium Floor: The first 20% of the loss resulting from damage caused by water per covered occurrence. Hail: The first 5% of the loss per covered occurrence Weight of Snow: The first 10% of the loss per covered occurrence. Wind: 5% of the loss per covered occurrence.
Debris Removal	\$2,500,000 or 25% of damage, whichever is less)	Per covered occurrence.	
Earthquake	\$62,500,000	Per covered occurrence and/or in the Annual Aggregate with all ICRMP Public Entity Members claims combined in this policy year.	
Employee/Volunteer Property	\$50,000	Per covered occurrence.	
Evacuation Expenses	\$50,000	Per covered occurrence and/or in the aggregate for multiple occurrences in this policy year.	
Fire Brigade/Extinguishing	\$25,000	Per covered occurrence.	
Fine Arts	\$1,000,000	Per covered occurrence and/or in the Annual Aggregate for multiple occurrences in this policy year.	
Flood Type 1	\$12,500,000	Per covered occurrence and/or in the Annual Aggregate with all ICRMP Public Entity Members claims combined in this policy year.	
Flood Type 2	\$62,500,000	Per covered occurrence and/or in the Annual Aggregate with all ICRMP Public Entity Members claims combined in this policy year.	
Increased Cost of Construction	\$2,500,000	Per covered occurrence.	
Landscape Items	\$25,000	Per covered occurrence.	
Newly Acquired Property	\$1,000,000/120 days	Per covered occurrence and within 120 days of acquisition.	
Operational Disruption Expense	\$2,500,000	Per covered occurrence, includes sublimits as listed under heading.	
• Data Restoration	\$250,000	Per covered occurrence and is included in the \$2,500,000 limit.	
• Extra Expense	\$500,000	Per covered occurrence and is included in the \$2,500,000 limit.	
• Expediting Expense	\$500,000	Per covered occurrence and is included in the \$2,500,000 limit.	
• Leasehold Interest	\$500,000	Per covered occurrence and is included in the \$2,500,000 limit.	
Pipes or Fittings Failure	\$1,000,000	Per covered occurrence.	
Property in Course of Construction	\$1,000,000	Per covered occurrence.	
Property in Transit	\$250,000	Per covered occurrence.	
Protection & Preservation of Property	\$250,000	Per covered occurrence.	
Service Animals	\$30,000	Per covered occurrence.	
Unmanned Aircraft (Drones)	\$50,000	Per covered occurrence.	
Valuable Papers and Records	\$250,000	Per covered occurrence and includes sublimits as listed under heading.	
• Data Restoration Related to Valuable Papers and Records	\$250,000	Per covered occurrence and/or in the aggregate for multiple occurrences in this policy year.	
Wind	\$1,000,000	Per covered occurrence with all ICRMP Public Entity Members claims combined.	

----- CRIME INSURANCE-Section VI-----

<i>Insuring Agreements</i>	<i>Limit of Insurance</i>	<i>Coverage Basis</i>	<i>Deductible</i>
1. <i>Employee Dishonesty</i>	\$500,000	Per covered occurrence and in the aggregate for all claims annually.	The first \$5,000 of any loss in this section.
2. <i>Loss Inside Premises</i>	\$500,000	Per covered occurrence and in the aggregate for all claims annually.	
3. <i>Loss Outside Premises</i>	\$500,000	Per covered occurrence and in the aggregate for all claims annually.	
4. <i>Notary Public</i>	\$10,000	Per covered occurrence.	

-----OCCURRENCE LIABILITY COVERAGES-----

<i>Section and/or Insuring Agreements</i>	<i>Indemnification Limit for Covered Claims Brought Pursuant to Title 6, Ch. 9, Idaho Code</i>	<i>Indemnification Limit for All Other Covered Claims</i>	<i>Defense Cost Limit for Covered Claims</i>	<i>Coverage Basis</i>
<i>AUTO LIABILITY- SECTION VII</i>				
1. <i>Automobile Liability (Accident Outside State of Idaho)</i>	\$500,000	\$3,000,000	\$2,000,000	Per covered accident. Per covered accident.
<i>Automobile Liability (Accident Inside State of Idaho)</i>	\$500,000	\$500,000	Included in above	
2. <i>Automobile Medical Payments</i>	\$5,000 \$100,000	\$5,000 \$100,000	Not Applicable	Each person. Each accident.
3. <i>Uninsured / Underinsured Motorists</i>	\$100,000 \$300,000	\$100,000 \$300,000	Included in above	Each person. Each accident.
<i>GENERAL LIABILITY- SECTION VIII</i>				
1. <i>General Liability</i>	\$500,000	\$3,000,000	\$2,000,000	Per covered occurrence.
<i>Sublimits:</i>				
Sewer Backup	\$500,000	\$500,000	Included in above	Per covered occurrence.
Fire Suppression Liability	\$500,000	\$500,000	Included in above	Per covered occurrence.
<i>LAW ENFORCEMENT LIABILITY- SECTION IX</i>				
<i>Law Enforcement Liability</i>	\$500,000	\$3,000,000	\$2,000,000	Per covered occurrence.

-----CLAIMS MADE LIABILITY COVERAGES -----

Section and/or Insuring Agreements	Indemnification Limit for Covered Claims Brought Pursuant to Title 6, Ch. 9, Idaho Code	Indemnification Limit for All Other Covered Claims	Defense Cost Limit for Covered Claims	Coverage Basis
<p>ERRORS & OMISSIONS LIABILITY – SECTION X</p> <p align="center"><u>CLAIMS MADE COVERAGE</u></p> <p align="center">Retroactive Date: October 1, 2009</p> <p>1. Errors & Omissions Liability</p>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
<p>EMPLOYEE BENEFITS LIABILITY – SECTION XI</p> <p align="center"><u>CLAIMS MADE COVERAGE</u></p> <p align="center">Retroactive Date: October 1, 2009</p> <p>1. Employee Benefits Liability</p>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
<p>EMPLOYMENT PRACTICES LIABILITY – SECTION XII</p> <p align="center"><u>CLAIMS MADE COVERAGE</u></p> <p align="center">Retroactive Date: October 1, 2009</p> <p>1. Employment Practices Liability</p>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim. Deductible applies as follows: The first \$20,000 per covered claim as detailed within the coverage section.
<p>SEXUAL MOLESTATION/SEXUAL ABUSE LIABILITY – SECTION XIII</p> <p align="center"><u>CLAIMS MADE COVERAGE</u></p> <p align="center">Retroactive Date: October 1, 2010</p> <p>1. Sexual Molestation/Sexual Abuse Liability</p>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
<p>CHEMICAL SPRAYING ACTIVITIES LIABILITY – SECTION XIV</p> <p align="center"><u>CLAIMS MADE COVERAGE</u></p> <p align="center">Retroactive Date: October 1, 2009</p> <p>1. Chemical Spraying Activities Liability</p>	\$500,000	\$500,000	\$500,000	Per covered claim and/or in the aggregate for multiple claims.

ANNUAL AGGREGATE INDEMNIFICATION LIMIT FOR POLICY PERIOD FOR SECTIONS VII, VIII, IX, X, XI, XII, XIII, XIV, AND XV COMBINED IS \$5,000,000.

SECTION XV – ENDORSEMENTS

<i>Insuring Agreements</i>	<i>Limit of Insurance</i>	<i>Defense Cost Limit</i>	<i>Coverage Basis and/or Aggregate</i>	<i>Deductible</i>
#1 - Pollutants Amendatory Endorsement	\$100,000	Not applicable	Per covered occurrence and \$500,000 in the annual aggregate for multiple claims.	The first \$5,000 of any loss for Endorsement #1.
#2 – Cyber Privacy or Security Event Endorsement CLAIMS MADE COVERAGE Retroactive Date: October 1, 2015 <u>Sublimits:</u> Privacy or Security Event Liability Privacy Response Expenses Regulatory Proceedings & Penalties PCI-DSS Assessments Electronic Equipment, Electronic Data, & Network Interruption Costs Cyber Extortion Expenses & Monies Social Engineering Financial Fraud	\$1,000,000 Included in above \$500,000 \$500,000 \$500,000 \$250,000 \$50,000 \$100,000	Included in indemnification limit	Per Covered Event and \$10,000,000 in the aggregate annually. Aggregate is shared among all ICRMP Entity Members collectively insured for Cyber Privacy or Security Event for multiple claims. \$50,000 Per Covered Claim and/or in the aggregate for multiple claims. \$100,000 Per Covered Claim and/or in the aggregate for multiple claims.	The first \$10,000 of any loss and 12 hours waiting period for Endorsement #2.
#3 – Public Land Fire Suppression Amendatory Endorsement	\$500,000	Not applicable	Per covered occurrence and/or in the aggregate for multiple claims subject to annual aggregate.	
#4 - Terrorism Liability Amendatory Endorsement	\$500,000	\$500,000	Per covered occurrence and/or in the aggregate for multiple claims subject to annual aggregate.	
#5 – Asbestos Remediation Amendatory Endorsement	\$0	Not applicable	Per covered occurrence.	The first \$5,000 of any loss for Endorsement #5.
#6 – Equipment Breakdown Endorsement 1. Spoilage 2. Service Interruption 3. Expediting Expense 4. Business Income & Extra Expense 5. Hazardous Substance 6. Ammonia Contamination 7. Electronic Data and Media 8. CFC Refrigerants 9. Computer Equipment	\$500,000 \$2,500,000 \$500,000 \$1,000,000 \$1,000,000 \$500,000 \$1,000,000 \$100,000 \$5,000,000	Not applicable for endorsement	Per covered occurrence for each limit and sublimit as listed. This endorsement's limit of insurance is \$100,000,000 per occurrence for all equipment breakdown coverages and all limits of insurance combined with all ICRMP members collectively.	The first \$5,000 of any loss for Endorsement #6.
#7 – Attorney Consultation Reimbursement Amendatory Endorsement	\$0	\$2,500	Per covered claim and \$50,000 in the aggregate for multiple claims.	
#8– Active Assailant Amendatory Endorsement	\$50,000 \$100,000	Not applicable	Per covered incident. In the aggregate for multiple incidents.	

ANNUAL AGGREGATE INDEMNIFICATION LIMIT FOR POLICY PERIOD FOR SECTIONS VII, VIII, IX, X, XI, XII, XIII, XIV, AND XV COMBINED IS \$5,000,000.

TABLE OF CONTENTS

DEFINED TERMS	III
SECTION I - GENERAL INSURING AGREEMENT	1
SECTION II - GENERAL DEFINITIONS.....	2
SECTION III - GENERAL CONDITIONS.....	8
SECTION IV - GENERAL EXCLUSIONS	15
SECTION V - PROPERTY INSURANCE	23
A. PROPERTY INSURANCE PROVIDED	23
B. DEFINITIONS APPLICABLE TO PROPERTY INSURANCE PROVIDED	27
C. CONDITIONS APPLICABLE TO PROPERTY INSURANCE PROVIDED	29
D. EXCLUSIONS APPLICABLE TO PROPERTY INSURANCE PROVIDED	35
SECTION VI - CRIME INSURANCE.....	39
A. INSURING AGREEMENTS APPLICABLE TO CRIME INSURANCE	39
B. DEFINITIONS APPLICABLE TO CRIME INSURING AGREEMENTS	39
C. CONDITIONS APPLICABLE TO CRIME INSURING AGREEMENTS.....	40
D. EXCLUSIONS APPLICABLE TO CRIME INSURING AGREEMENTS.....	40
SECTION VII - AUTOMOBILE LIABILITY INSURANCE.....	43
A. AUTOMOBILE LIABILITY INSURING AGREEMENTS.....	43
B. DEFINITIONS APPLICABLE TO AUTOMOBILE LIABILITY INSURANCE AGREEMENTS.....	43
C. CONDITIONS APPLICABLE TO AUTOMOBILE LIABILITY INSURANCE AGREEMENTS.....	44
D. EXCLUSIONS APPLICABLE TO AUTOMOBILE LIABILITY INSURANCE AGREEMENTS	45
SECTION VIII - GENERAL LIABILITY INSURANCE	48
A. INSURING AGREEMENT APPLICABLE TO GENERAL LIABILITY INSURANCE	48
B. DEFINITIONS APPLICABLE TO GENERAL LIABILITY INSURING AGREEMENT.....	49
C. EXCLUSIONS APPLICABLE TO GENERAL LIABILITY INSURING AGREEMENT	49
SECTION IX - LAW ENFORCEMENT LIABILITY INSURANCE	51
A. INSURING AGREEMENT APPLICABLE TO LAW ENFORCEMENT LIABILITY INSURANCE ...	51
B. DEFINITIONS APPLICABLE TO LAW ENFORCEMENT LIABILITY INSURING AGREEMENT ..	51
C. EXCLUSIONS APPLICABLE TO LAW ENFORCEMENT LIABILITY INSURING AGREEMENT .	51
SECTION X - ERRORS AND OMISSIONS INSURANCE CLAIMS MADE ONLY	53
A. ERRORS AND OMISSIONS INSURING AGREEMENTS	53
B. DEFINITIONS APPLICABLE TO ERRORS AND OMISSIONS INSURING AGREEMENT.....	53
C. CONDITIONS APPLICABLE TO ERRORS AND OMISSIONS INSURING AGREEMENT	53
D. EXCLUSIONS APPLICABLE TO ERRORS AND OMISSIONS INSURING AGREEMENT	53
SECTION XI - EMPLOYEE BENEFIT PROGRAM LIABILITY INSURANCE.....	55
A. EMPLOYEE BENEFIT PROGRAM LIABILITY INSURING AGREEMENT.....	55
B. DEFINITIONS TO EMPLOYEE BENEFIT PROGRAM LIABILITY INSURING AGREEMENT	55
C. CONDITIONS TO EMPLOYEE BENEFIT PROGRAM LIABILITY INSURING AGREEMENT	56
D. EXCLUSIONS TO EMPLOYEE BENEFIT PROGRAM LIABILITY INSURING AGREEMENT	56
SECTION XII - EMPLOYMENT PRACTICES LIABILITY INSURANCE	57
A. EMPLOYMENT PRACTICES LIABILITY INSURING AGREEMENT:.....	57
B. DEFINITIONS TO EMPLOYMENT PRACTICES LIABILITY INSURING AGREEMENT	57
C. CONDITIONS TO EMPLOYMENT PRACTICES LIABILITY INSURING AGREEMENT	57
D. EXCLUSIONS TO EMPLOYMENT PRACTICES LIABILITY INSURING AGREEMENT	58
SECTION XIII -SEXUAL MOLESTATION OR SEXUAL ABUSE LIABILITY INSURANCE	59
A. INSURING AGREEMENT SEXUAL MOLESTATION SEXUAL ABUSE LIABILITY.....	59
B. DEFINITIONS SEXUAL MOLESTATION SEXUAL ABUSE INSURING AGREEMENT	59
C. CONDITIONS SEXUAL MOLESTATION SEXUAL ABUSE INSURING AGREEMENT	60

D.	EXCLUSIONS SEXUAL MOLESTATION SEXUAL ABUSE INSURING AGREEMENT	60
	SECTION XIV –CHEMICAL SPRAYING ACTIVITIES LIABILITY INSURANCE	61
A.	INSURING AGREEMENT TO CHEMICAL SPRAYING LIABILITY INSURANCE	61
B.	DEFINITIONS TO CHEMICAL SPRAYING LIABILITY AGREEMENT	61
C.	CONDITIONS TO CHEMICAL SPRAYING LIABILITY AGREEMENT	61
D.	EXCLUSIONS CHEMICAL SPRAYING LIABILITY AGREEMENT	62
	SECTION XV - ENDORSEMENTS	63
	#1 ACCIDENTAL DISCHARGE OF POLLUTANTS AMENDATORY ENDORSEMENT	64
	#2 CYBER PRIVACY OR SECURITY EVENT ENDORSEMENT	65
	#3 TERRORISM LIABILITY AMENDATORY ENDORSEMENT	75
	#4 PUBLIC LAND FIRE SUPPRESSION AMENDATORY ENDORSEMENT	72
	#5 ASBESTOS REMEDIATION AMENDATORY ENDORSEMENT	73
	#6 EQUIPMENT BREAKDOWN INSURANCE ENDORSEMENT	74
	#7 ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT	79
	#8 ACTIVE ASSAILANT AMENDATORY ENDORSEMENT	80

DEFINED TERMS

<p>A</p> <p>Accident Section II 2</p> <p>Active Assailant Response Resources Section XV 84</p> <p>Actual Cash Value Section V 27</p> <p>Administration Section XI 55</p> <p>Aircraft Section II 2</p> <p>B</p> <p>Bodily Injury Section II 2 Section XIII 59 Section XV 69</p> <p>Breakdown Section XV 80</p> <p>Business Income Loss Section XV 69</p> <p>C</p> <p>Chemical Spraying Activities Section XIV 61</p> <p>Claim Section X 53 Section XI 55 Section XII 57 Section XIII 59 Section XIV 61 Section XV 70</p> <p>Claim Expenses Section XV 70</p> <p>Communicable Disease Section II 2</p> <p>Computer Equipment Section XV 81</p> <p>Computer System Section V 27 Section XV 70</p> <p>Cosmetic Damage Section V 27</p> <p>Costs Section XV 84</p>	<p>Coverings and roof-mounted equipment Section V 27</p> <p>Cyber Extortion Expenses Section XV 70</p> <p>Cyber Extortion Monies Section XV 70</p> <p>Cyber Extortion Threat Section XV 70</p> <p>D</p> <p>Damages Section II 2</p> <p>Defense Costs Section XV 83</p> <p>Discrimination Section II 2</p> <p>Dishonest or Fraudulent Acts Section VI 39</p> <p>E</p> <p>Earth Movement Section V 27</p> <p>Earthquake Section V 27</p> <p>Electronic Data Section XV 71</p> <p>Electronic Data and Media Section V 27</p> <p>Electronic Equipment and Electronic Data Damage Section XV 71</p> <p>Employee Section VI 39</p> <p>Employee Benefit Program Section II 2</p> <p>Employment Harassment Section II 2</p> <p>Employment Sexual Harassment Section II 2</p>	<p>Expenses to Reduce Loss Section XV 71</p> <p>Extra Expenses Section XV 71</p> <p>F</p> <p>Fine Arts Section V 27</p> <p>Fire Suppression Activites Section VIII 49</p> <p>Fire Suppression Chemicals Section VIII 49</p> <p>First Aid Section II 2</p> <p>First Made Section II 3</p> <p>Flood Section V 27</p> <p>Flood Insurance Rate Map Section V 27</p> <p>Functional Replacement Cost Section V 27</p> <p>Fungi Section II 3</p> <p>H</p> <p>Hazardous Substance Section XV 82</p> <p>Hostile Fire Section VIII 49</p> <p>I</p> <p>Impaired Property Section II 3</p> <p>Incident Section XV 84</p> <p>Insured Section II 3 Section VII 43 Section VIII 49 Section X 53 Section XI 55 Section XII 57 Section XIII 59</p>	<p>Insured Automobile Section VII 44</p> <p>Insured Equipment Section XV 81</p> <p>Insured Property Section II 3</p> <p>J</p> <p>Jail Operations Section II 3</p> <p>L</p> <p>Lease Interest Section V 28</p> <p>M</p> <p>Material Interruption Section XV 71</p> <p>Medical Expenses Section VII 44</p> <p>Messenger Section VI 39</p> <p>Mobile Equipment Section II 3</p> <p>N</p> <p>Named Insured Section II 3</p> <p>Net Lease Interest Section V 28</p> <p>Network Interruption Section XV 71</p> <p>Normal Section II 3</p> <p>O</p> <p>Occupying Section VII 44</p> <p>Occurrence Section II 4 Section V 28</p> <p>One Breakdown Section XV 82</p> <p>Operational Disruption Expense Section V 28</p> <p>Our Section II 5</p>
---	---	--	---

P	Section XV	73	Social Engineering Financial Fraud Loss	Section XV	73	Valuable Papers and Records	Section V	28
PCI DSS	R		Soft Costs	Section V	28	Vehicle	Section II	5
Assessment	Regulatory Penalties	Section XV	73	Special Flood Hazard Area	Section V	28	W	
Section XV	Section XV	73	Stock	Suit	Section XV	82	Waiting Hours Period	Section XV
Period of Indemnity	Regulatory Proceeding	Section XV	73	Suit II	5		Section II	5
Section XV	Section XV	73	T	Terrorism	Section II	5	Weapon	Section XV
Period of Restoration	Related Sexual Molestation or Sexual Abuse Wrongful Acts	Section XIII	60	Section XV	75		Section XIV	61
Section V	Replacement Cost	Section V	28	U		Wrongful Employment Practice Act	Section II	6
Personal Information	Retaliation	Section II	4	Underinsured Automobile	Section VII	44	Wrongful Taking	Section VI
Section XV	S			Uninsured Automobile	Section VII	44	Y	
Personal Injury	Schedule of Values	Section V	28	Unmanned Aircraft System	Section II	5	You	Section II
Section II	Sexual Molestation or Sexual Abuse Wrongful Act	Section II	4	Us	Section II	5	Your	Section II
Section IX	Social Engineering Financial Fraud	Section II	4	V			Your Product	Section II
Pollutant	Social Engineering Financial Fraud Event	Section XV	73	Vacant	Section V	28	Your Work	Section II
Section II	Social Engineering Financial Fraud Loss	Section VI	39					
Pollution Cost or Expense								
Section XV								
Premises								
Section II								
Section VI								
Privacy or Security Event								
Section XV								
Privacy Response Expenses								
Section XV								
Proof of Loss Preparation Costs								
Section XV								
Property Damage								
Section II								

SECTION I - GENERAL INSURING AGREEMENT

- A. Unless otherwise stated in a specific subsequent section or endorsement, the following General Insuring Agreements apply to all sections of this policy. Certain provisions in this policy restrict coverage or limit damage amounts. The entire policy should be read carefully to determine **your** rights and duties, and to determine what is and is not covered.
1. Idaho Counties Risk Management Program, Underwriters (ICRMP) agrees with the **named insured** as listed in the declarations pages of this policy made a part hereof, in consideration of the payment of the member contribution and subject to the limits of insurance, limits of indemnification, insuring agreements, conditions, exclusions and other terms of this policy, as follows:
 - a. **We** will provide the insurance described in this policy and declarations pages if **you** have paid the member contribution and have complied with all policy provisions and conditions.
 - b. The insurance set forth in this policy is subject to the limits of insurance and limits of indemnification as indicated on the declarations pages or as set forth within the policy or any other endorsements issued during this term.
 - c. The liability insuring agreements afforded by this policy responding to covered claims for **damages** brought pursuant to Title 6, Chapter 9, Idaho Code (the Idaho Tort Claims Act) are expressly limited to five hundred thousand dollars (\$500,000) per **occurrence**. It is the express intent of ICRMP to limit exposure and coverage to the limit of \$500,000 per covered claim, **accident, occurrence**, or loss as established by statute. Any reference to liability indemnification amounts in excess of five hundred thousand dollars (\$500,000) contained in this policy shall not apply to claims brought pursuant to the Idaho Tort Claims Act.
 - d. By acceptance of this policy **you** agree that the declarations pages accurately indicate the coverages **you** have purchased.
 - e. All limits of indemnification and limits of insurance, including annual aggregate, are as stated in the declarations pages or within the accompanying policy.
 - f. The insurance provided by this policy applies to any covered claim or lawsuit filed and maintained only within the fifty (50) states, including the District of Columbia, of the United States of America.
 - g. In regard to defense of claims or lawsuits, **we** may investigate or settle any covered claim or **suit** against **you**. **We** will provide a defense with counsel of **our** choice, at **our** expense, if **you** are sued for a covered claim, unless specifically stated in the applicable coverage section that no coverage exists without a demand for **damages**. **Our** obligation to defend any claim or **suit** ends when either:
 - (1) The amount of loss or **damages we** pay equals the limit(s) of indemnification afforded as listed in the declaration pages under this policy; or
 - (2) The defense costs incurred by **us** equal the defense costs limit for covered claims afforded under this policy either for an individual claim, or in the aggregate as listed in the declaration pages under this policy.
 2. **Entire Agreement.** This policy, when read in concert with the Joint Powers Subscriber Agreement, embodies the entirety of the agreement existing between **you** and **us** relating to this Insurance. **You** acknowledge that **you** are responsible for maintaining information about **your** insurance needs and **you** have no power to bind ICRMP to provide insurance beyond that expressed in this policy, its endorsements, and its attendant declaration pages.
 3. **Titles.** The titles in this policy are only for reference. The titles do not in any way affect the provisions of this policy.

SECTION II - GENERAL DEFINITIONS

- A. Unless otherwise stated or amended in a specific subsequent section or endorsement, the following definitions are applicable to all sections and endorsements of this policy.
1. **"Accident"** means a sudden, unexpected, and unintended event.
 2. **"Aircraft"** means any contrivance used or designed to carry people in flight.
 3. **"Bodily Injury"** means physical injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress, or disability sustained by a natural person, including death resulting from any of these.
 4. **"Communicable Disease"** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
 5. **"Damages"** means monetary compensation to be awarded through judgment in a court proceeding or through settlement agreed to by **us** to compensate a claimant for harm suffered.
 6. **"Discrimination"** means any actual or alleged:
 - a. Violation of any employment discrimination law; or
 - b. Disparate treatment of, or the failure or refusal to hire a person because he or she is or claims to be a member of a class which is or is alleged to be legally protected.
 7. **"Employee Benefit Program"** means a program providing group life insurance, group accident or health insurance, or group dental, vision and hearing plans, retirement, profit sharing, unemployment insurance, or any other benefit provided that no one other than an employee of the **named insured** may subscribe to such insurance or plans and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements.
 8. **"Employment Sexual Harassment"** means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or any other verbal or physical conduct of a sexual nature of a person by another person, or persons acting in concert, which causes harm when:
 - a. Submission to or rejection of such unwelcome conduct is made either explicitly or implicitly a condition of a person's employment, or basis for employment decisions affect a person; or
 - b. Such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creates an intimidating, hostile or offensive work environment.
 9. **"Employment Harassment"** means any actual or alleged harassment, other than **employment sexual harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile or offensive work environment.
 10. **"First Aid"** means the rendering of emergency medical treatment at the time of an **accident** and only when other licensed medical professional care is not immediately available.

11. "**First Made**" means when **you** first give written notice to **us** that a claim has been made against **you**, but not later than the end of this **policy period** or any extended reporting period **we** provide. Reports of incidents or circumstances made by **you to us** as part of risk management or loss control services shall not be considered notice of a claim.
12. "**Fungi**" means any organism of the plant kingdom Fungi, which lacks chlorophyll and vascular tissue, including but not limited to, yeast, mold, mildew, rust, smut, mushrooms, spores, mycotoxins, or any other substances, odors, or byproducts arising out of the current or past presence of fungi.
13. "**Impaired Property**" means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous, or if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work**.
14. "**Insured**" means:
 - a. The **named insured** and
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor.
15. "**Insured Property**" means the following property as listed on **your schedule of values**, unless excluded elsewhere in this policy, to the extent of the interest in such property:
 - a. Real property, including but not limited to buildings, remodeling, installations, and construction in which **you** have an insurable interest.
 - b. Personal Property:
 - (1) Owned by **you**, including **your** interest as a tenant in improvements and betterments; or
 - (2) Of **your** officers and employees on **your** property; or
 - (3) Of others in **your** custody to the extent **you** are under obligation to keep insured for physical loss or damage;
 - c. **Mobile equipment, vehicles, unmanned aircraft system** and watercraft **you** own, rent, or lease.
16. "**Jail Operations Services**" means activities relating to the detention of prisoners, arrestees or detainees at a detention facility, jail, work program, or other facility however described used to hold prisoners, arrestees, or detainees in the charge of an **insured**, while acting in the course and scope of employment on **your** behalf.
17. "**Law Enforcement Services**" means any law enforcement assistance or service performed by **your** law enforcement officer, including any necessary action or items to perform their duties, in the course and scope of employment on **your** behalf.
18. "**Mobile Equipment**" means equipment such as earthmovers, tractors, diggers, farm machinery, forklifts, heavy construction equipment, mobile medical equipment, etc., that even when self-propelled, are not considered **vehicles**.
19. "**Named Insured**" means the public entity identified in the declarations pages of this policy.
20. "**Normal**" means the condition that would have existed had no physical loss or damage occurred.

21. "**Occurrence**" means an **accident** or a continuous or repeated exposure to the same general conditions which result in **personal injury** and/or **property damage** during the **policy period**. All **personal injury** to one or more persons and/or **property damage** caused by an **accident** or a continuous or repeated exposure to the same general conditions or a series of continuous, repeated or related **accidents** shall be deemed one **occurrence** regardless of the number of **insureds** involved, period of time or area over which such **personal injury** or **property damage** occurs or number of persons suffering **personal injury** or **property damage** and shall be deemed to occur when the first part of such **personal injury** or **property damage** commences.
22. "**Personal Injury**" means **bodily injury**, wrongful eviction, malicious prosecution, invasion of rights of privacy, libel, slander or defamation of character, piracy, and any infringement of copyright of property, erroneous service of civil papers, assault, battery, and disparagement of property.
23. "**Policy Period**" means the period from the effective date of this policy to the expiration date stated in the declarations pages, or earlier termination date, if any, of this policy.
24. "**Pollutant(s)**" means:
- a. Those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property;
 - b. Any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals and waste, including debris and trash and materials to be recycled, reconditioned or reclaimed;
 - c. **Fungi**, mold, mildew, or silica, PFAS (Perfluoroalkyl and Polyfluoroalkyl Substances);
 - d. Hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.
25. "**Premises**" means any real property or land possessed and controlled by **you** in **your** capacity as a possessor.
26. "**Property Damage**" means physical damage to or destruction of tangible property, including loss of use resulting from such physical damage or destruction.
27. "**Retaliation**" means any actual or alleged wrongful termination or other adverse employment action by any **insured** against a person or persons on account of:
- a. Assistance, testimony or cooperation with a proceeding or investigation regarding alleged violations of law;
 - b. Exercise or attempted exercise of rights protected by law;
 - c. Disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law; or
 - d. Refusal to violate any law.
28. "**Sexual Molestation or Sexual Abuse Wrongful Act**" means any act or omission relating to:
- a. The alleged, actual, threatened, unwelcome or offensive:
 - (1) Physical conduct of a sexual nature, including sexual abuse or molestation; or
 - (2) Verbal or written conduct of a sexual nature or conduct of a sexual nature using visual images, including conduct by electronic means;

b. Including:

(1) The negligent:

- (i.) Employment;
- (ii.) Investigation;
- (iii.) Supervision;
- (iv.) Reporting to proper authorities, or failure to so report; or
- (v.) Retention;

of a person for whom any **insured** is or ever was legally responsible and whose conduct is described in paragraph a.

c. Breach of any legal obligation arising out of any conduct described in paragraph a. or b., or suspected or threatened conduct described in paragraph a. or b., or breach of any duty to any person who was subjected to any conduct described in paragraph a. or b.

29. **“Suit”** means a civil proceeding in which **damages** because of **bodily injury, property damage or personal injury** to which this insurance policy applies are alleged.
30. **“Terrorism”** means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to intimidate or coerce a civilian population, disrupt any segment of the economy, or overthrow, influence or affect the conduct or policy of any government and/or to put the public or any section of the public in fear for such purposes. Terrorism shall also include any act which is verified or recognized by the United States Government as an act of Terrorism.
31. **“Unmanned Aircraft System”** means an unmanned aircraft and the equipment necessary for the safe and efficient operation of that unmanned aircraft. An unmanned aircraft is a component of an unmanned aircraft system. An unmanned aircraft is an aircraft that is operated without the possibility of direct human intervention from within the or on the aircraft.
32. **“Vehicle”** means any automobile, truck, van, bus, motorcycle, or other conveyance licensed for use on public roads.
33. **“We”, “Us” and “Our”** means Idaho Counties Risk Management Program, Underwriters (ICRMP).
34. **“Wrongful Act”** means the actual or alleged negligent performance of a legal duty or responsibility or failure to perform a legal duty or responsibility, or any error, misstatement, act or omission respectively by **you**, performed in a tortious manner pursuant to the Idaho Tort Claims Act or unlawful violations of civil rights pursuant to Federal law arising out of public office or position. **Wrongful act** is not a **wrongful employment practice act**. All **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions will be deemed to be a single **wrongful act**, which will be deemed to have occurred at the time the first such related **wrongful act** commenced, whether committed by the same person or two or more persons and without regard to the number of:
- (1) related **wrongful acts** taking place thereafter;
 - (2) persons affected by related **wrongful acts**;
 - (3) locations where the related **wrongful acts** took place;
 - (4) ICRMP **policy periods** over which the related **wrongful acts** took place; or
 - (5) Breaches of any legal obligation arising out of any related **wrongful act**, or suspected or threatened related **wrongful act**, or breaches of duty to any person affected by a related **wrongful act**.

35. “**Wrongful Employment Practice Act**” means any actual or alleged employment-related act or omission in the form of one or more of the following:
- a. **Discrimination**;
 - b. Employment-related libel, slander, defamation;
 - c. **Employment sexual harassment** or **employment harassment**;
 - d. Negligent hiring, supervision, training, or retention.
 - e. **Retaliation**;
 - f. Violation of the Family Medical Leave Act;
 - g. Wrongful discipline, deprivation of career opportunity, or evaluation;
 - h. Wrongful termination.

All **wrongful employment practice acts** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions will be deemed to be a single **wrongful employment practice act**, which will be deemed to have occurred at the time the first such related **wrongful employment practice act** commenced, whether committed by the same person or two or more persons and without regard to the number of:

- (a) related **wrongful employment practice acts** taking place thereafter;
- (b) persons affected by related **wrongful employment practice acts**;
- (c) locations where the related **wrongful employment practice acts** took place;
- (d) ICRMP **policy periods** over which the related **wrongful employment practice acts** took place; or
- (e) Breaches of any legal obligation arising out of any related **wrongful employment practice act**, or suspected or threatened related **wrongful employment practice act**, or breaches of duty to any person affected by a related **employment wrongful practice act**.

36. "You" and "Your" means the **named insured** identified in the declarations pages of this policy.

37. “**Your Product**”:

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
 - (i.) **You**;
 - (ii.) Others trading under **your** name; or
 - (iii.) 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.

38. “**Your Work**” means:

- a. Work or operations performed by ***you*** or on ***your*** behalf; and
- b. Materials, parts, or equipment furnished in connection with such work or operations.
- c. 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.

SECTION III – GENERAL CONDITIONS

- A. Unless otherwise stated in a specific subsequent section or endorsement, the following conditions are applicable to all sections and endorsements of this policy.
1. **Apportionment.** In the event a **suit** alleges a claim which is covered by the terms of this policy and a claim which is not covered by the terms of this policy, **our** obligation for the costs of defense and payment of any award or settlement for **damages** shall be limited to only those sums related to a covered claim.
 2. **Assignment.** **Your** interests in this insurance may not be assigned.
 3. **Bankruptcy and Insolvency.** In the event of **your** bankruptcy or insolvency or any entity **you** comprise, **we** shall not be relieved of the payment of any claim by **you** or against **you** or the liquidator, receiver, or statutory successor of **you** under this policy without diminution because of **your** insolvency provided that **you** have timely paid **your** member contributions.
 4. **Cancellation and Nonrenewal.**
 - a. Cancellation.
 - (1) **You** may cancel this policy by mailing or delivering to **us** advance written notice of cancellation. Cancellation will be effective on the later of the date requested by **you** or the date **we** receive the request. **We** shall refund all unearned premiums on a pro rata basis to **you** within thirty (30) days of **your** cancellation; however, **we** shall be entitled to retain not less than 35% of the premium paid, regardless of when such cancellation is effective.
 - (2) **We** may cancel this policy as follows:
 - (a) If this policy has been in effect for sixty (60) days or less, and is not a renewal of a policy **we** issued, **we** may cancel this policy by mailing or delivering to **you** written notice of cancellation at least:
 - (i) Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of member contribution; or
 - (ii) Thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
 - (b) If this policy has been in effect for more than sixty (60) days, or is a renewal of a policy **we** issued, **we** may cancel this policy by mailing or delivering to **you** written notice of cancellation to **you** at least:
 - (i) Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of member contribution; or
 - (ii) Thirty (30) days before the effective date of cancellation if **we** cancel for one or more of the following reasons:
 1. Nonpayment of member contribution;
 2. Fraud or material misrepresentation made by **you** or with **your** knowledge in obtaining a policy, continuing the policy or in presenting a claim under the policy;
 3. Acts or omissions on **your** part which increase any hazard insured against;
 4. Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

5. Loss of or decrease in reinsurance which provided **us** with coverage for all or part of the risk insured;
 6. A determination by the Director of Insurance that continuation of this policy would jeopardize **our** solvency or place **us** in violation of the insurance laws of Idaho or any other state; or
 7. Violation or breach by **you** of any policy terms or conditions other than nonpayment of member contribution.
- b. Nonrenewal.
- (1) If **we** elect to not renew this policy, **we** will mail or deliver to **you** a written notice of intention not to renew at least forty-five (45) days prior to the expiration date of the policy.
 - (2) If notice is not mailed or delivered at least forty-five (45) days before the expiration date of this policy, this policy will remain in effect until forty-five (45) days after notice is mailed or delivered.
 - (3) **We** will not mail or deliver this notice if:
 - (a) **We** have offered to renew this policy; or
 - (b) **You** have obtained replacement coverage; or
 - (c) **You** have agreed in writing to obtain replacement coverage.
5. **Currency.** The member contribution and losses under this insurance are payable in currency of the United States.
 6. **Deductibles.** In each case of loss covered by this policy, **we** will not pay for loss or damage in any one **occurrence** until the amount of loss or damage exceeds the applicable deductible listed in the declarations pages, insuring agreements, conditions, or endorsements. We will then pay the amount of loss or damage in excess of the applicable deductible, up to the applicable limit of insurance.
 - a. Unless otherwise stated, if more than one deductible amount applies to loss or damage in any one covered **occurrence**, the total of the deductible amounts applied in that **occurrence** will not exceed the amount of the largest applicable deductible; or
 - b. If the applicable deductible is stated as a percentage of the loss, reimbursable indemnity payments made to **you** or on **your** behalf by **us** shall be reduced by the deductible percentage stated in the declaration page or applicable section.
 7. **Dispute Resolution Procedure.** **You** and **we** agree that it is in **our** mutual interest to have a dispute resolution procedure in order to address potential disputes and disagreements as to whether or not a claim is covered by the terms and conditions of this policy. **You** and **we** agree that the dispute resolution procedure as set out in the Joint Powers Subscriber Agreement currently in force as of the effective date of this policy shall apply to address any potential disputes and disagreements as to coverage.
 - a. Inapplicable to Certain Disputes and Disagreements:
 - (1) These dispute resolution procedures do not apply to the appraisal condition set forth in the specific conditions applicable to the property insurance provided in section V of this policy, or to the arbitration condition set forth in the specific conditions applicable to the Automobile Liability Insuring Agreements set out in section VII of this policy.
 - (2) These dispute resolution procedures do not apply in any way to **our** decisions regarding terms of claim settlement, claim payment amount, or the claim investigation process.

8. **Duties After Occurrence, Accident, Wrongful Act, Wrongful Employment Practice Act, Sexual Molestation or Sexual Abuse Wrongful Act or Suit.**
- a. **You** must see to it that **we** are notified as soon as practicable of an **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or **suit** which may reasonably result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** took place;
 - (2) The names, addresses and telephone numbers of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act**.
 - b. If a claim is made or **suit** is brought against any **insured, you**, and any involved **insured** must:
 - (1) Immediately record the specifics of the claim or **suit** and the date received.
 - (2) See that **we** receive written notice of the claim or **suit** as soon as practicable.
 - (3) Immediately send **us** copies of any claims, demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - (4) Authorize **us** to obtain records and other information, and provide a sworn statement, if requested;
 - (5) Cooperate with **us** in the investigation, or defense of the claim or **suit**, including but not limited to, attendance at hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses; and
 - (6) Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to **you** because of injury or damage to which this policy may also apply.
 - c. **You** shall not, except at **your** own risk, voluntarily make a payment, assume any obligation, or incur any expense, other than for **first aid**, without **our** consent.
 - d. **Your** failure to comply with the foregoing duties shall constitute a material breach deemed prejudicial to **us**, thereby entitling **us** to refuse any coverage for the **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act, or suit**, or any duties arising therefrom.
 - e. Reports of incidents or circumstances made by **you** to **us** as part of risk management or loss control services shall not be considered notice of a claim.
9. **Extended Reporting Periods.** All coverage sections designated as claims-made are conditioned as follows if this policy is cancelled or not renewed for any reason:
- a. **We** will provide an Extended Reporting Period of thirty (30) days duration following immediately upon the effective date of nonrenewal or cancellation, to apply to a claim brought forth under the applicable coverage section which is **first made** in writing to **us** by **you** during the Extended Reporting Period but only by reason of a **wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** which first commences on or after the retroactive date set forth in the declarations pages and prior to the effective date of this policy's cancellation or termination, and which is otherwise afforded by all coverages within this policy.
 - b. If, however, this policy is immediately succeeded by a similar claims-made insurance policy with any insurer, in which the retroactive date earlier than, the alleged **wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act**, the succeeding policy shall be

deemed to be a replacement of this policy, and the extended reporting period will not apply. Once in effect, an extended reporting period cannot be canceled.

- c. The extended reporting period does not reinstate or increase the limit(s) of indemnification applicable to any coverages of this policy.
10. **Inspections, Audit and Verification of Values.** *We* shall be permitted, but not obligated, to review or inspect *your* property, operations, records, and books, at any reasonable time. Neither *our* right to make inspections or conduct reviews, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of *you* or others, to determine or warrant that such property or operations are safe or healthful. *We* will have no liability to *you* or any other person because of any inspection or failure to inspect. It is *your* responsibility to disclose accurate statements of value.
11. **Loss Payments.** When it has been determined that *we* are liable under this policy, *we* shall pay losses in excess of the stated deductible up to the limits of indemnification or limits of insurance stated in the declarations pages. *Our* obligation to make loss payments shall arise as amounts owed are determined.
12. **Misrepresentation and Fraud.** This policy shall be void in entirety if, whether before or after a loss, you have:
 - a. Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of any *insured*.
 - b. Made any attempt to defraud us; or
 - c. Made any false swearing.
13. **Mitigation.** In the event of a loss covered under this policy, *you* must take all reasonable steps to prevent further loss or damage.
14. **Multiple Insureds, Claims, Suits, or Claimants.** The limits of indemnification or limits of insurance as stated in the declarations pages is the most we will pay on *your* behalf under this policy regardless of the number of:
 - a. *Insureds*; or
 - b. *Insured vehicles* as defined in Section VII - Automobile Liability Insurance; or
 - c. Claims made or *suits* brought; or
 - d. Persons or organizations making claims or bringing *suits*.
15. **No Benefit to Bailee.** *We* will not recognize any assignment or grant any coverage for the benefit of any person, entity or organization holding, storing, or transporting *your* property, regardless of any other provision of this policy.
16. **Non-Stacking of Insurance Coverage.** No individual or entity entitled to coverage under any coverage section of this policy shall recover duplicate payment for the same elements of loss under other coverage sections of this policy, or other policies written by *us*.
17. **Non-Stacking of Limits.**
 - a. **Claims Made Coverage – Single Claim.**
 - (1) All claims arising out of the same Errors and Omissions Liability *wrongful act* or a series of related Errors and Omissions Liability *wrongful acts* (Section X); or
 - (2) All claims arising out of the same Employee Benefit Liability *wrongful act* or a series of related Employee Benefit Liability *wrongful acts* (Section XI); or

- (3) All claims arising out of the same Employment Practices Liability **wrongful employment practice act** or a series of related Employment Practices Liability **wrongful employment practice acts** (Section XII); or
- (4) All claims arising out of the same **sexual molestation or sexual abuse wrongful act** or a series of **related sexual molestation or sexual abuse wrongful acts** (Section XIII); or
- (5) All claims arising out of the same Chemical Spraying Activities Liability **wrongful act** or a series of related Chemical Spraying Activities Liability **wrongful acts** (Section XIV),

shall be treated as a single claim considered **first made** in writing to **us** by **you** during the **policy period** or any extended reporting period when the first of such claims is made. Only the affected coverage section's limits of indemnification as stated in the declarations page for that **policy period** apply to such single claim. **Wrongful acts, wrongful employment practice acts, or sexual molestation or sexual abuse wrongful acts** shall be deemed related if they have a common nexus with, or involve, a series of causally or logically related **wrongful acts, wrongful employment practice acts** or **sexual molestation or sexual abuse wrongful acts**.

- b. **Multiple Insuring Agreements – Single Claim.** If a single claim is covered under two or more Insuring Agreements within a coverage section of this policy, our claim payment shall be limited to the higher limit(s) of indemnification as shown in the declarations page, and its corresponding deductible, if any, for that coverage section. If the affected Insuring Agreements have equal limits of indemnification, only one set of limits of indemnification, and its corresponding deductible, if any, shall apply and it shall be the Insuring Agreement of the coverage section **we** deem to provide primary coverage for the claim.
- c. **Multiple Coverage Sections – Single Claim.** If a single claim is covered under two or more coverage sections of this policy, our claim payment shall be limited to that coverage section with the higher limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of this policy. If the affected coverage sections have equal limits of indemnification, only one set of limits of indemnification, and its corresponding deductible, if any, shall apply and it shall be the coverage section of this policy **we** deem to provide primary coverage for the claim.
- d. **Multiple Coverage Sections – Related Claims; Claims Made Coverage.** If:
 - (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy **we** issue, that provide claims made coverage; and
 - (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
 - (3) Without regard to number of ICRMP **policy periods** over which the acts, errors, omissions, occurrences, events, **accidents, wrongful acts, wrongful employment practices acts, or sexual molestation or sexual abuse wrongful acts** take place,

such related claims shall be treated as a single claim considered **first made** in writing to **us** by **you** during the **policy period** or during any extended reporting period when the first of such covered claim is made. Any claim payment(s) we make with respect to such single claim shall be limited to the coverage section and corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of the policy when the claim was considered **first made**.
- e. **Multiple Coverage Sections – Related Claims; Occurrence Coverage.** If:
 - (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, providing **occurrence**-based coverage; and
 - (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and

- (3) Without regard to number of ICRMP **policy periods** over which the **occurrences** take place,

such related claims shall be treated as a single claim. The date of the first covered **occurrence** will determine the policy and its respective coverage section applicable to such single claim. Any claim payment(s) we make with respect to such single claim shall be limited to that policy's coverage section and its corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any.

f. **Multiple Coverage Sections – Related Claims; Claims Made / Occurrence Coverage.** If:

- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, that individually provide claims made coverage or **occurrence**-based coverages; and

- (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and

- (3) Without regard to number of ICRMP **policy periods** over which the acts, errors, omissions, **occurrences**, events, **accidents, wrongful acts, wrongful employment practices acts, or sexual molestation or sexual abuse wrongful acts** take place,

such related claims shall be treated as a single claim. The policy and its corresponding coverage section that shall apply to such single claim shall be determined by the earlier of:

- (4) The date the first covered act, error, omission, **occurrence**, event, **accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act** or other covered loss takes place with respect to claims made coverage, conditioned upon that date being on or after the retroactive date, if any, and before the end of the applicable **policy period**; or

- (5) The date the first covered **occurrence** takes place with respect to **occurrence**-based coverage. Any claim payment(s) we make with respect to such single claim shall be limited to the coverage section and corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of the policy determined by subparagraphs (4.) and (5.) above.

18. **Notice of Member Contribution or Coverage Changes.**

- a. **We** will mail or have delivered to **you** through **your** independent agent, at the last known mailing address, written notice of the following for a subsequent year at least thirty (30) days prior to the expiration date of this policy:

- (1) A total member contribution increase greater than ten percent (10%) which is the result of a comparable increase in member contribution rates.

- (2) Changes in deductibles.

- (3) Reductions in limits of indemnification or limits of insurance.

- (4) Reductions in coverage.

- b. If **we** fail to provide at least thirty (30) day notice, the policy previously provided to **you** shall remain in effect until thirty (30) days after such notice is given or until the effective date of a replacement policy or self-insurance obtained by **you**, whichever occurs first.

- c. For purposes of this provision, notice is considered given on the date of mailing of the notice to **you**. Proof of mailing of conditions of renewal to the last known mailing address of **you** shall be sufficient proof of notice.

19. **Other Insurance.**

- a. If **you** have other insurance (whether primary, excess, or contingent), against loss covered by this Insurance, **we** shall be liable, under the terms of this Insurance only as excess of other insurance, collectable or not. Notwithstanding the foregoing, **you** may purchase insurance specifically in excess of this insurance. Such excess insurance shall not be considered "other insurance" for purposes of this condition.
- b. **We** will not be liable for any loss to the extent that **you** have collected such loss from others. Any other insurance that would have provided primary coverage in the absence of the policy will not be considered excess.
- c. **You** are permitted to have other insurance for all, or any part, of any deductible in this policy. The existence of such other insurance will not prejudice recovery under this policy. If the limits of liability of such other insurance are greater than this policy's applicable deductible, this policy's insurance will apply only after such other insurance has been exhausted.
- d. In the event this policy is deemed to contribute with other insurance, the limit of indemnification or limit of insurance applicable at each **insured property**, for purposes of such contribution with other insurers, will be the latest amount described in this policy or the latest **insured property** value listed on **your** schedule of values.

20. **Policy Modification.** This policy contains all of the agreements between **you** and us concerning this insurance. **You** or **we** may request changes to this policy. This policy can only be changed by endorsements issued by **us** and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not:

- a. Create a waiver, or change any part of this policy; or
- b. Prevent us from asserting any rights under the provisions of this policy.

21. **Reporting Property on Your Schedule of Values.** Coverage is conditioned upon information being entered into the online ICRMP e-Agent website.

22. **Salvage.** The salvage value of **your** damaged property may be credited against the amount **we** pay to replace **your** damaged property if **you** retain said property.

23. **Subrogation/Recovery/Right of Reimbursement.** If **we** make payment under this policy to **you** or on **your** behalf, and **you** or the person or entity for whom payment was made has a right to recover **damages**, **we** will be subrogated to that right. **You** must do whatever is necessary to enable **us** to exercise **our** rights and must do nothing to prejudice **our** rights. **We** may prosecute an action or pursue other lawful proceedings in **your** name for the recovery of these payments, and **you** must cooperate and assist **us** at **our** request. Any recovery from subrogation proceedings, less costs incurred by us in such proceedings, will be payable to you in the proportion that the amount of (1) any applicable deductible and/or (2) any provable uninsured loss, bears to the entire provable loss amount.

24. **Suit Against Us.** No **suit**, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless the following procedures are satisfied:

- a. As a condition precedent to filing **suit**, **you** have fully complied with all the provisions of this policy and the ICRMP Joint Powers Subscriber Agreement;
- b. Any **suit** against **us** arising from a claim or loss must be filed within the State of Idaho allowable statute of limitations from the date we take our final action with respect to the claim or loss;
- c. No one shall have any right to join **us** as a party or otherwise bring **us** into any action or **suit** against an **insured**.

25. **Terms of Policy to Conform to Statutes.** In the event any terms of this policy are determined to be in conflict with the statutes of the State of Idaho, they are hereby amended to conform to such statutes.

SECTION IV - GENERAL EXCLUSIONS

- A. Unless otherwise stated in a specific subsequent section or endorsement, the following exclusions are applicable to all sections of this policy. This policy does not cover in whole or in part, arising directly or indirectly out of, or resulting from any **personal injury, bodily injury, damages**, claim, **property damage**, damage to **insured property, wrongful act, wrongful employment practice act**, suit, cost, expense, or any other type of loss, however characterized for:
1. **Aircraft.** Resulting from or arising out of the ownership, maintenance, use, including loading or unloading, or entrustment to others of any **aircraft**, airfields, runways, or fueling stations related to aviation activities.
 2. **Asbestos, Dioxin, Polychlorinated Biphenyls or PFAS (Perfluoroalkyl and Polyfluoroalkyl Substances).** Loss, damage, liability, cost or expense caused by, resulting from, contributed to, aggravated by or in any manner related, whether voluntary, imposed by law, or required by administrative rulings of a governmental agency, to:
 - a. The manufacture of, use of, sale of, transportation of, storage or disposal of, installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, asbestos dust, dioxin, polychlorinated biphenyls, or PFAS; or
 - b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, asbestos dust, dioxin, polychlorinated biphenyls, or PFAS; or
 - c. Any supervision, instructions, recommendations, warnings, or advice given, or which should have been given in connection with parts a. and b. above; or
 - d. Any obligation of the **named insured** to indemnify or contribute with any party in connection with parts a., b., or c. above.
 3. **Bids or Estimates.** Arising out of estimates of probable costs, or cost estimates being exceeded, or for faulty preparation of bid specifications or plans, or failure to comply with bid statutes.
 4. **Civil and Criminal Penalties.** Resulting from any civil penalties, criminal penalties, fines, or obligations to pay for public services rendered where such obligation is imposed or provided for pursuant to any federal, state, or local law, statute, ordinance, or regulation, however characterized, except as expressly provided elsewhere, herein.
 5. **Claims by Members against Past or Present Public Officials.** The interest of any past or present employee, elected official, or agent arising out of any claim for money **damages**, monetary reimbursement or specific performance brought against such employee, elected official or agent by the **named insured** by whom the public official, employee, elected official or agent was employed or retained. Also excluded are those claims brought by an elected official, or by one appointed to fill an elected position for a **named insured** against another official of the same **named insured**, or the **named insured** itself, arising out of a dispute or interpretation involving the relative governmental authority of the elected officials of the **named insured**.
 6. **Communicable Disease.** Arising out of the actual or alleged transmission of a **communicable disease**. This exclusion applies even if the claims against an **insured** allege negligence or other wrongdoing in the:
 - a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **communicable disease**;
 - b. Testing for a **communicable disease**;
 - c. Failure to prevent the spread of the **communicable disease**; or

- d. Failure to report the **communicable disease** to authorities.
7. **Communications.** Arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - c. 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
 - d. 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.
 8. **Contractual Liability.** The alleged harm for which compensation is sought derives from:
 - a. The performance or nonperformance of terms of a contract, whether written, oral, or implied, or concerns the measure of payment related to contract performance, derives from fines, penalties or administrative sanctions imposed by a governmental agency, or is generated by intergovernmental determination, calculation, handling, or allocation of funds according to the law. The claims for which this policy provides defense and indemnification must arise out of conduct of a tortious nature or be premised upon allegations of unlawful violation of civil rights pursuant to state or federal law.
 - b. The interests of the State of Idaho or the United States Government, or their officers, agents, employees, volunteers, officials, or trustees, for their conduct and activities arising out of or in any way related to any written, oral, or implied contract or agreement with **you**, or otherwise. Each governmental entity shall be responsible for its own conduct and activities under any contract.
 9. **Course and Scope.** Resulting from an act or omission outside the course and scope of employment.
 10. **Criminal and Malicious Acts.** Resulting from an act performed with malice or criminal intent. This exclusion applies regardless of whether an **insured** is charged with, or convicted of, a crime.
 11. **Cyber Liability.**
 - a. Any claim, notification costs, credit monitoring expenses, forensic expenses, loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data and media; public relations expenses or any other loss; costs or expenses arising directly or indirectly out of, resulting from, caused by or contributed to by losses related to computer-connected access to and/or computer 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 non-public information, except for that data that is required to be disclosed under the Idaho Public Records Act; or
 - b. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility, including but not limited to computer virus. For this exclusion, computer virus shall mean a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'; or
 - c. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set; or

- d. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the **insured** to conduct business; or
 - e. The failure of any of the following, whether owned by you or others due to the inability of these items to correctly recognize, process, or accept one or more dates or times as their true calendar date or time:
 - (1) Data processing equipment, software, data, or media;
 - (2) Hardware or software-based computer operating systems;
 - (3) Microprocessors;
 - (4) Integrated circuits; or,
 - (5) Any other electronic equipment, computerized equipment, or similar devices;
12. **Economic or Trade Sanctions.** For any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose **us** to any penalty under any sanctions law or regulation.
13. **Earth Movement.** Resulting from subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other land or earth movement, including earthquake.
14. **Eminent Domain.** The operation of the principles of eminent domain, condemnation proceedings, inverse condemnation, annexation, regulatory takings, land use regulation, or planning and zoning activities or proceedings, however any such matters may be characterized, whether such liability accrues directly against **you** or by virtue of any agreement entered into by or on **your** behalf.
15. **Employee Benefits.**
- a. Arising directly or indirectly out of the failure of any investment in or by any **employee benefit program** including but not limited to stocks, bonds, or mutual funds to perform as represented by an **insured** or by any party authorized by an **insured** to offer benefits to employees.
 - b. Arising directly or indirectly out of the negligence, financial failure, or breach of contract by any health or employee benefit provider that the **named insured** contracts with to provide employee benefits.
 - c. Based upon an **insured's** failure to comply with any law concerning worker's compensation, unemployment insurance, social security, or disability benefits.
 - d. Arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.
 - e. For benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.
 - f. For errors in providing information on past performance of investment vehicles or advice given by an **insured** to participate or not to participate in or by any **employee benefit program**.
 - g. Arising directly or indirectly out of insolvency, poor performance, misrepresentation, or any other wrongful conduct of any **employee benefit program** provider.
 - h. Arising directly or indirectly out of **your** activities imposed on **you** under any of the following laws:
 - (1) The Employee Retirement Income Security Act of 1974(ERISA) including any subsequent amendments or any similar federal, state, or local law or regulation; or

- (2) The Securities Act of 1933, the Securities Exchange Act of 1934, the Public Utilities Holding Act of 1935, the Pool Indenture Act of 1939, the Investment Company Act of 1940, or any State Blue Sky Laws; or
 - (3) The Jones Act, general maritime law, the Federal Employers Liability Act, Federal Employee Compensation Act, the Defense Base Act or the U.S. Longshoremen and Harbor Workers' Compensation Act.
16. **Employee Defendants in Criminal Actions.** A *named insured* to make payments pursuant to Idaho Code § 6-610A, which provides for the payment of defense costs on behalf of certain employees of governmental entities who are named as defendants in a criminal action.
17. **Fungi.** Any nature directly or indirectly caused by, aggravated by, arising out of, contributed to or resulting from or produced by, or in any manner related to, whether voluntary, imposed by law, or required by administrative rulings of a governmental agency, by:
- a. Any fungus(i) or spore(s);
 - b. Any solid, liquid, vapor or gas produced by or arising out of any fungus(i) or spore(s);
 - c. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(i) or spore(s);
 - d. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for fungus(i) or spore(s);
 - e. The actual or threatened abatement, testing for, monitoring, cleaning up, containing, treating, detoxifying, neutralizing, remediating, mitigation, removal or disposal of fungus(i) or spore(s) or any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(i) or spore(s);
 - f. 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.
 - g. The renovation of buildings and premises for the removal or other treatment of fungi or bacteria.
 - h. Any loss of use or delay in rebuilding, repairing or replacing property, including any associated cost or expense, due to interference at the property or location of the rebuilding, repair or replacement, by fungi or bacteria
 - i. A microbial contamination
 - j. Any supervision, instructions, recommendations, warnings, or advice given, or which should have been given in connection with subparagraphs a. through e. above; or
 - k. Any obligation to indemnify or contribute with any party in connection with subparagraphs a. through f. above. For this exclusion fungus(i) includes, but is not limited to, any form or type of mold, mushroom or mildew and spore(s) include any reproductive body produced by or arising out of any fungus(i).
18. **Hostile or Warlike.**
- a. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack by any:
 - (1) Government or sovereign power (de jure or de facto);
 - (2) Military, naval or air force; or

- (3) Agent or authority of any party specified in (1) or (2) above.
 - b. Discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion, or radioactive force, whether in time of peace or war and regardless of who commits the act.
 - c. Insurrection, rebellion, revolution, civil war, mutiny, uprising, military or usurped power, confiscation by order, martial law, or action taken by governmental authority in hindering, combating, or defending against such an event.
 - d. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
 - e. Risks of contraband, or illegal transportation or trade.
19. **Limits on Defense of Claims or Suit.** Notwithstanding any other provision of this policy, **we** will have no duty to investigate or defend any claim, **suit**, dispute, disagreement, or other proceeding seeking relief or redress in any form other than money **damages**, including but not limited to costs, fees, fines, penalties or expenses which any **insured** may become obligated to pay as a result of a consent decree, settlement, adverse judgment for declaratory relief or injunctive relief. Such denial of investigation or defense includes, but shall not be limited to any claim, **suit**, dispute, disagreement, or other proceeding:
- a. By or on behalf of any **named insured**, whether directly or derivatively, against:
 - (1) Any other **named insured**; or
 - (2) Any other federal, state or local governmental entity or political subdivision.
 - b. By the spouse, domestic partner, child, parent, brother, or sister of any **insured** for consequential injury as a result of any injury to an **insured**; or
 - c. Involving any intergovernmental agreement where any **named insured** is a party to the agreement(s); or
 - d. Unless specifically stated in the applicable coverage section, no coverage exists where there is no demand for **damages**.
20. **Incidental Medical Liability.** The rendering of or failure to render the following professional health care services:
- a. Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
 - b. Any professional medical service by a physician, except supervisory physicians as defined by Idaho Code § 6-902A (2) (b), and only when performing those duties as outlined in Idaho Code § 6-902A (2) (a).; or
 - c. Any professional medical service by a physician's assistant, nurse practitioner or nurse; or
 - d. Furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
21. **Intentional Acts.** An act or omission intended or expected or deliberated on from the standpoint of any **insured** to cause **personal injury, bodily injury or property damage** to others or damage to **insured property**. This exclusion applies even if the **personal injury, bodily injury or property damage** is of a different kind or degree, or is sustained by a different person or property, than that intended or expected or deliberated on. This exclusion shall not apply to a claim resulting from the use of reasonable force to protect persons or property, or in the performance of a duty of the **insured**.

22. **Intergovernmental Claims.** Alleging loss or damage arising or in any way related to a dispute or disagreement between an ICRMP member and another governmental entity, including another political subdivision, a state or the government of the United States involving any of the following:
- a. Claims of loss or damage between an ICRMP member and another governmental entity wherein there has been no **accident** or allegation of actual **bodily injury** or **property damage**.
 - b. The respective authority of public agencies to use governmental powers, irrespective of the style or nature of such claim.
 - c. The respective duty of public agencies to use governmental powers, irrespective of the style or nature of such claim.
 - d. Intergovernmental disputes or disagreements concerning the exercise of powers or acceptance or assignment of duties by governmental entities to carry out public activities whether **damages** are claimed as a result of such dispute or disagreement, or not.
 - e. Claims in any way related to allocation of financial responsibilities between or among public agencies.
23. **Investigatory, Disciplinary or Criminal Proceedings.** Any investigatory, disciplinary, or criminal proceeding against an **insured**, except that **we** may at **our** own option, associate counsel in the defense of any such investigatory, administrative, or disciplinary proceeding. Should **we** elect to associate counsel, such election shall not constitute a waiver or estoppel of any rights **we** may have pursuant to the terms, conditions, exclusions, and limitations of this policy.
24. **Lead.** Or contributed to by lead as described in parts a. through d. below:
- a. **Bodily injury, property damage** or **personal injury** arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
 - b. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
 - c. Any supervision, instructions, recommendations, warnings, or advice given, or which should have been given in connection with parts a. or b. of this subsection above; or
 - d. Any obligation to share **damages** with or repay someone else who must pay **damages** in connection with parts a., b. or c. of this subsection.
25. **Library Materials.** Stemming from allegations pertaining to any material accessed through a library, including a book, drawing, painting, film, video, audio, or digital medium, which is claimed to be harmful to a minor, whether derived through the medium of reading, observation or sound, in which the content of such material is alleged to be obscene, pornographic, depict nudity of any kind, sexual conduct of any kind, or sado-masochistic abuse of any kind, harmful to minors, or in violation of any section contained in Idaho Code Title 18, Chapter 15, or any other local, state or federal law or rule, now in existence or adopted in the future, pertaining to the protection of minors. In addition, we will not cover any claim brought for enforcement or compliance with state law pertaining to duties relating to the protection of minors.
26. **Miscalculation or Legality of Assessments.** Involving miscalculation or legality of assessments, adjustments, disbursements, fees, licenses or the collection of taxes, fines, or penalties, including those imposed under the Internal Revenue Code or any state or local law, however described.
27. **Nuclear, Chemical and Biological Incident.** Directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence to the loss from:

- a. Nuclear detonation, reaction, radiation, radioactive contamination or hazardous properties of nuclear material of any type, however caused or characterized, including any loss or damage by fire resulting therefrom;
 - b. The dispersal, application or release of, or exposure to, chemical or biological materials or agents that are harmful to property or human health, whether controlled or uncontrolled, or due to any act or condition incidental to any of the foregoing, whether such loss be proximate or remote, or be in whole or in part caused by, contributed to or aggravated by any physical loss or damage insured against by this policy, however such dispersal, application, release or exposure may have been caused.
28. **Opinion, Treatment, Consultation or Service.** Based upon or attributable to the rendering or failure to render any opinion, treatment, consultation, or service, if such opinion, treatment, consultation, or service was rendered or failed to have been rendered while any **insured** was engaged in any activity for which they received compensation from any source other than as a public entity or an employee of a public entity.
29. **Pollution.** This is an absolute pollution exclusion. It is the intention of **you** and **us** that there is absolutely no coverage arising out of or relating to **pollutants**, however characterized, or defined. This policy does not cover any injury, loss, damage, costs, fines, penalties, or expenses of any kind directly or indirectly arising out of the actual, alleged, or threatened existence, discharge, dispersal, release or escape of **pollutants** or negligence in any way related thereto:
- a. At or from **premises** any **insured** now, or in the past, has owned, rented, or occupied, including but not limited to **premises** that any **insured** has operated or managed as an involuntary possessor; or
 - b. At or from any site or location used by or for any **insured** or others for the handling, storage, disposal, processing, or treatment of waste at any time; or
 - c. That at any time involves the transportation, handling, storage, treatment, disposal, or processing by or for any **insured** or any person or organization for whom any **insured** may be legally responsible:
 - (1) At or from any site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insureds** behalf are performing operations; or
 - (2) If the **pollutants** are brought on or to the site or location in connection with such operations; or
 - (3) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **pollutants**;
 - d. Whether caused or alleged to have been caused by any **insured** or any other person, entity or third-party, however characterized; or
 - e. Arising out of any direction, request or order of any governmental agency, court of law, or other authority, that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**, including any and all costs or attorney's fees associated therewith; or
 - f. Arising out of the failure of any **insured** to prevent or regulate **pollutants** generated or caused by any other person, entity, or third-party, however characterized; and
 - g. This exclusion shall not apply to tear gas or mace as applied by law enforcement personnel within the course and scope of their duties.
30. **Professional Board.** Any **insured** arising out of the rendering of or failure to render services as a member of a formal accreditation or similar board or committee of an **insured**, or as a person charged with the duty of executing directives of any such board or committee or officer or director, or other official of any organization, other than the **named insured**. This exclusion does not apply if an **insured** is serving at the direction of or on behalf of the **named insured** and is acting within the course and scope of their duties as such.

31. **Punitive Damages.** For exemplary or punitive **damages**, however characterized.
32. **Silica.** Any nature directly or indirectly caused by, resulting from or contributed to, aggravated by or in any manner related to silica or silica-related dust as described in paragraphs a. and b. below:
- a. **Bodily injury, property damage, or personal injury** arising out of, resulting from, caused by, or contributed to by silica or silica-related dust, exposure to silica or silica-related dust or the use of silica, except for road or pedestrian way maintenance applications or operations;
- b. Any **damages**, loss, cost, or expense arising out of any:
- (1) claim or **suit** by or on behalf of any governmental authority or any other alleged responsible party because of, or request, demand, order or statutory or regulatory requirement that any **insured** or any other person or entity should be, or should be responsible for:
- (i) Assessing the presence, absence, amount or effects of silica;
- (ii) Identifying, sampling, or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating silica; or
- (iii) Responding to silica in any way other;
- (2) supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with any of the paragraphs a. or b. above; or
- (3) obligation to share **damages** with or repay someone else in connection with any of the provisions of paragraphs a. or b. above.
33. **Third Party Rights.** This policy is solely between **us** and **you**. Nothing in this policy shall in any manner create any obligations or establish any rights of action against **us** in favor of any third parties, or persons not parties to this policy, including but not limited to claimants against **you** or **us**.
34. **Terrorism.** Directly or indirectly caused by, resulting from or in connection with or any action taken in controlling, preventing, or suppressing **terrorism** whether controlled or uncontrolled, proximate, or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such **terrorism** is excluded regardless of any other cause or event occurring concurrently or in any sequence with such **terrorism**, whether followed by fire or other perils, and whether certified as **terrorism** or not by the United States government.
35. **Wages.** Any claim for back wages or legal penalties to which an employee is lawfully entitled for work performed, including any claim for wages, **damages**, liquidated damages or any other form of compensation, however characterized, pursuant to, or derived in any way, from an employer's responsibility to comply with the Fair Labor Standards Act or other state or federal statute directing the manner or amount of payment of compensation to employees.
36. **Watercraft.** Involving the ownership, maintenance, or use, including loading, and unloading, or entrustment to others of any watercraft over fifty (50) feet in length.
37. **Workers' Compensation and Other Benefits Laws.** Any obligation for which **you** may be held liable under any workers' compensation, unemployment compensation, disability benefits, or employer's liability law, or under any similar federal, state, or local law, ordinance, rule, or regulation, however characterized, as well as any claim or **suit** by a spouse, domestic partner, child, parent, or sibling of an **insured** as a consequence of **personal injury** to an **insured**.

SECTION V – PROPERTY INSURANCE

A. Property Insurance Provided

The following insurance provided is applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the below insurance provided is subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section. These coverages as stated and sublimited below are subject to the applicable overall limit of insurance within section V which is \$200,000,000 per **occurrence** and this limit is for all property coverages and all limits of insurance combined with all ICRMP public entity members collectively. This section covers property, as described herein, against all risks of direct physical loss of or direct physical damage to, except as excluded.

1. **Buildings, Structures and Property.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against direct physical loss of or direct physical damage, including **terrorism, earth movement** and **flood**, to **your insured property** provided such loss or damage occurs during the **policy period** specified in the declaration pages.

a. **Additional Coverages.** This section includes various additional coverages for physical loss or damage. These additional coverages below will only apply after coverage is afforded under the insurance provided for buildings, structures, and property. The sublimits stated below are a part of, and not in addition to, the overall combined policy limit of insurance of all public entity members collectively as stated above. Also, each sublimit below is the maximum amount potentially recoverable for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril. Each sublimited additional coverage below is subject to all policy provisions and this section's provisions, including applicable exclusions and deductibles, and apply on a per **occurrence** basis, unless otherwise stated. The additional coverages are as follows:

(1) **Claim Preparation Fees and Expenses.** This additional coverage provides for the actual costs **you** incur for reasonable fees payable to **your** accountants, architects, auditors, engineers, or other professionals for producing and certifying any particulars or details contained in **your** books or documents, or such other proofs, information or evidence required by us resulting from an insured loss payable under this section for which **we** have accepted coverage. Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them. Claim preparation fees and expenses are limited to a maximum of \$100,000 per **occurrence**.

(2) **Debris Removal.** This additional coverage provides for the reasonable and necessary costs incurred to remove debris from **your insured property** that remains as a direct result of physical loss or damage resulting from an insured loss payable under this section for which **we** have accepted coverage. This additional coverage does not cover the costs of removal of contaminated uninsured property or the contaminant in or on uninsured property whether or not the contamination results from insured physical loss or damage. Contamination includes, but is not limited to, the presence of a **pollutant** or hazardous material. Debris removal expenses are limited to \$2,500,000 or 25% of the loss, whichever is the lesser, per **occurrence**.

(3) **Increased Cost of Construction.** This additional coverage provides for the reasonable and necessary costs incurred, described below, to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures, resulting from an insured loss payable under this section for which **we** have accepted coverage provided. Increased cost of construction expenses is limited to a maximum of \$2,500,000 per **occurrence**. The specifics to this additional coverage are detailed as follows:

- a. Such law or ordinance is in force on the date of insured physical loss or damage; and
- b. Its enforcement is a direct result of such insured physical loss or damage; and

- c. This additional coverage does not cover any loss due to any law or ordinance with which **you** should have complied before the loss.
 - d. This additional coverage provides for the cost to repair or rebuild the physically damaged portion of such property with materials and in a manner to satisfy such law or ordinance and the cost to:
 - (1) Demolish the physically undamaged portion of such property insured; and
 - (2) Rebuild it with materials and in a manner to satisfy such law or ordinance to the extent that such costs result when the total demolition of the physically damaged **insured property** is required to satisfy such law or ordinance.
 - e. This additional coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of contamination including but not limited to the presence of a **pollutant** or hazardous material.
 - f. The maximum liability for this additional coverage at each **insured property** in any occurrence will not exceed the actual cost incurred in demolishing the physically undamaged portion of the property insured plus the lesser of:
 - (1) The reasonable and necessary cost incurred, excluding the cost of land, in rebuilding on another site; or
 - (2) The cost of rebuilding on the same site.
- (4) **Fire Brigade Charges and Extinguishing Expenses.** This additional coverage provides for expenses resulting from a covered loss from fire brigade charges and any extinguishing expenses which you incur, and loss and disposal of fire extinguishing materials expended resulting from an insured loss payable under this section for which **we** have accepted coverage. These expenses are sublimited to \$25,000 per occurrence.
- (5) **Operational Disruption Expense.** This additional coverage provides for **operational disruption expenses** resulting from damage to **insured property** arising out of a covered loss under this section during the **period of restoration** resulting from an insured loss payable under this section for which **we** have accepted coverage. The maximum amount **we** will pay for all expenses related **to operational disruption expense** is \$2,500,000 per covered occurrence and includes all sublimits as listed below. The following sublimits apply:
- a. The maximum amount we will pay is \$250,000 for **operational disruption expenses** for any one occurrence or in the aggregate for multiple occurrences for damages involving actual interruption of the use of **your computer system** when caused by a covered loss, provided that the disruption is directly caused by damage to **your computer system**.
 - b. The maximum amount we will pay is \$500,000 for expediting expenses to cover the reasonable and necessary costs you incur to pay for the temporary repair of insured damage to **your insured property** and to expedite the permanent repair or replacement of such damaged property. This additional coverage does not cover costs recoverable elsewhere in this section or of permanent repair or replacement of damaged property.
 - c. The maximum amount we will pay is \$500,000 for leasehold interest loss and is subject to the following:
 - (1) If the lease agreement requires continuation of rent; and if the property is wholly untenable or unusable, the actual rent payable for the unexpired term of the lease; or if the property is partially untenable or unusable, the proportion of the rent payable for the unexpired term of the lease.
 - (2) If the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law; the **lease interest** for the first three months following the loss; and the **net lease interest** for the remaining unexpired term of the lease.

- (3) The leasehold interest does not insure any increase in loss resulting from the suspension, lapse or cancellation of any license, or from **you** exercising an option to cancel the lease; or from **your** act or omission that constitutes a default under the lease.
 - (4) In addition, there is no coverage for **your** loss of leasehold interest directly resulting from damage to contents or personal property.
- d. The maximum amount we will pay is \$500,000 for extra expense loss and is for the reasonable and necessary extra costs incurred by **you** of the following during the **period of restoration** resulting from an insured loss payable under this section for which **we** have accepted coverage and is outlined below:
- (1) Extra expenses to temporarily continue as nearly as **normal** as practicable the conduct of **your** operation and extra costs of temporarily using property or **your** facilities or others;
 - (2) Less any value remaining at the end of the **period of restoration** for property obtained in connection with the above.
- e. Extra expense does not cover:
- (1) Any loss of income.
 - (2) Costs that normally would have been incurred in conducting the operation during the same period had no physical loss or damage occurred.
 - (3) Cost of permanent repair or replacement of property that has been damaged or destroyed.
 - (4) Any expense recoverable elsewhere in this section.
- (6) **Property in the Course of Construction.** This additional coverage provides for projects in the course of construction up to a per occurrence limit of \$1,000,000 for each structure as listed per the **schedule of values** resulting from an insured loss payable under this section for which **we** have accepted coverage. This includes the necessary **soft costs**.
- (7) **Protection and Preservation of Property.** This additional coverage provides for reasonable and necessary costs incurred up to a per occurrence limit of \$250,000 for actions to temporarily protect or preserve **insured property**, provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such **insured property** resulting from an insured loss payable under this section for which **we** have accepted coverage. For this condition, reasonable and necessary includes, but is not limited to:
- a. Fire department fire-fighting charges imposed as a result of responding to a fire in, on or exposing the **insured property**;
 - b. Costs incurred of restoring and recharging fire protection systems following an insured loss; and
 - c. Costs incurred for the water used for fighting a fire in, on or exposing the **insured property**.
 - d. This additional coverage is subject to the deductible provisions that would have applied had the physical loss or damage occurred.
- (8) **Valuable Papers and Records, and Electronic Data and Media.** This additional coverage provides for physical loss or damage to **valuable papers and records** and **electronic data and media** following physical damage or damage to **insured property** resulting from an insured loss payable under this section for which **we** have accepted coverage. The maximum amount **we** will pay for any one **occurrence** or in the aggregate for multiple **occurrences** is \$250,000 to restore data lost by **you** for an actual interruption of the use of **your computer system** when caused by a covered loss. The maximum amount **we** will pay for all other losses to **valuable papers and records** that are not electronic data or media is \$250,000 for any one **occurrence**. This additional coverage excludes loss or damage to property described below:

- a. Currency, money or securities;
 - b. Property held as samples or for sale for delivery after sale;
 - c. Errors or omissions in processing, programming, or copying unless physical damage not excluded by this policy results, in which event, this coverage will insure only such resulting damage.
2. **Mobile Equipment and Vehicle Physical Damage.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** to any **vehicle or mobile equipment** owned by **you**, or any **vehicle or mobile equipment** for which **you** have an obligation to provide adequate insurance because of an ownership or possessory interest, provided such loss or damage occurs during the **policy period** specified in the declaration pages.
 3. **Landscaping Items.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **your** outdoor trees, shrubs, plants, or harvested crops. The most **we** will pay in any one **occurrence** is \$25,000.
 4. **Property of Employees or Volunteers.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against direct physical loss of or direct physical damage including **terrorism, earth movement, and flood** for damage to **your** employee or volunteer-owned personal property located within **insured property** up to a per **occurrence** limit of \$50,000. Coverage provided shall be secondary to any primary coverage available to employees or volunteers.
 5. **Vehicles or Mobile Equipment Owned by Employees or Authorized Volunteers.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against direct physical loss of or direct physical damage including **terrorism, earth movement, and flood** for **vehicles or mobile equipment** owned by employees or authorized volunteers of the **named insured** while the **vehicles or mobile equipment** are being used by the employee or authorized volunteer on official business of the **named insured** up to a per occurrence limit of \$50,000. Coverage provided shall be secondary to any primary coverage available to employees or volunteers.
 6. **Search and Rescue.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against direct physical loss of or direct physical damage including **terrorism, earth movement, and flood** for **vehicles or mobile equipment** owned by employees or authorized volunteers of the **named insured** while the **vehicles or mobile equipment** are being used by the employee or authorized when engaged in search and rescue activities when actively participating in search and rescue mobilizations initiated by the Sheriff and is intended to provide primary insurance for that endeavor.
 7. **Property in Transit.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against direct physical loss of or direct physical damage including **terrorism, earth movement and flood** for damage to **insured property**, while being transported by **you**, or on **your behalf**, up to a per **occurrence** and/or in the annual aggregate limit of \$250,000 per **policy period**. In the event of a loss to **your insured property** while being transported by others on **your** behalf, coverage provided shall be secondary to any primary coverage available to those transporting **your** property, and coverage only extends to **your insured property**, not the property of the transporters.
 8. **Unmanned Aircraft System.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against direct physical loss of or direct physical damage including **terrorism, earth movement and flood** up to \$50,000 per **occurrence** for physical damage to unmanned aircraft (drones) weighing less than 55 pounds, flying at or below 400 feet above ground level, and incapable of travelling more than 100 miles per hour.
 9. **Newly Acquired Property.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against direct physical loss of or direct physical damage including **terrorism, earth movement and flood** for damage to **insured property** rented, leased, purchased, or newly constructed by **you** after the inception date of this policy, but prior to the expiration date. All newly acquired property shall be reported to **us** via the **schedule of values** within one hundred twenty (120) days from the date of acquisition in order for coverage to continue and shall be limited to \$1,000,000.

B. Definitions Applicable to Property Insurance Provided

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. "**Actual Cash Value**" means the amount it would cost to repair or replace **insured property**, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.
2. "**Computer System**" means a system of computer hardware, software, and associated electronic devices that **you** operate or own.
3. "**Cosmetic Damage**" means marring, pitting, denting or other superficial damage that altered the appearance of **insured property**, but such damage does not prevent the **insured property** from continuing to function normally as it did before the **cosmetic damage** occurred.
4. "**Coverings and Roof-Mounted Equipment**" means shingles, tiles, cladding, metal or synthetic, sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection or insulation, roof flashing, and any roof-mounted equipment attached to the building or structure.
5. "**Earthquake**" means a shaking or trembling of the earth that is tectonic or seismic in origin.
6. "**Earth Movement**" means any natural or man-made earth movement, including but not limited to **earthquake**, landslides, subsidence, or volcanic eruption regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion, or sprinkler leakage resulting from **earth movement** will not be considered to be loss by **earth movement** within the terms and conditions of this section. All **earth movement** within a continuous 168-hour period will be considered a single **earth movement**; the beginning of such period shall be determined by **you**.
7. "**Electronic Data and Media**" means all forms of data, converted data, electronically converted data and/or programs and/or applications and/or instructions and/or media vehicles employed.
8. "**Fine Arts**" means manuscripts; paintings; etchings; pictures; murals; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit excluding **vehicles**, coins, stamps, precious metals, watercraft, **aircraft**, money, or securities.
9. "**Flood**" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. Flood, or rising waters, waves, tide, or tidal water;
 - b. The unusual and rapid accumulation or runoff of surface water from any source; or,
 - c. Mudslide or mud flow caused by accumulation of water on or under the ground; the overflow of inland or tidal waters outside the **normal** watercourse or natural boundaries;
 - d. The release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom.
 - e. However, physical damage by fire, explosion or sprinkler leakage resulting from **flood** is not considered to be loss by **flood** within the terms and conditions of this section. All flooding within a continuous 168-hour period will be considered a single **flood**; the beginning of such period shall be determined by **you**.
10. "**Flood Insurance Rate Map**" means the official map of a community on which the administrator has designated the special hazards area applicable to the community.
11. "**Functional Replacement Cost**" means the cost of replacing damaged **insured property** with similar property that will perform the same function but may not be identical to the damaged **insured property**.

12. **“Lease Interest”** means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of **your** lease for buildings or structures.
13. **“Net Lease Interest”** means that sum which placed at 3% interest rate compounded annually would equal the **lease interest** (less any amounts otherwise payable) for buildings and structures.
14. **“Occurrence”** means any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, snow or ice storm, hail, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing a loss, **you** may elect the moment at which the 72-hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the **insured property** occurs.
15. **“Operational Disruption Expense”** means costs incurred by the **named insured** in order to continue as nearly as practicable the **normal** operation of **your** public entity immediately following a covered loss. This includes the loss of any income, net of expenses, incurred during the **period of restoration** of the operation of the public entity.
16. **“Period of Restoration”** means that period of time that begins with the date of the direct physical loss of or direct physical damage to **insured property** and ends with the date when such part of the **insured property** as has been lost or damaged could, with the exercise of **your** due diligence or dispatch, be rebuilt, or replaced.
17. **“Replacement Cost”** means the cost to repair, rebuild, or replace with new materials of like kind, size, and quality, without deduction for depreciation.
18. **“Schedule of Values”** means those records describing **insured property** as entered into the ICRMP database by **you** or **your** independent insurance agent and kept on file with **us**.
19. **“Soft Costs”** means:
 - a. **Interest expense**;
 - b. General overhead-developer expenses and additional real estate taxes;
 - c. Legal or professional fees;
 - d. Marketing expenses and advertising expenses;
 - e. Debt service payments and insurance premiums;
 - f. Refinancing charges and bond interest;
 - g. Founders fees and miscellaneous operating expenses.
20. **“Special Flood Hazard Area”** means the areas of **flood insurance rate map** which are identified as Zones A, AO, AH, AI — A30, AE, A99, AR, AR/A, AR/AE, AR/A1 — A30, AR/AH, AR/A0, V, V1-V30, and VE. For purposes of determining which areas qualify as **special flood hazard areas** as specified above, only those **flood insurance rate maps** which were in effect at the time of the **flood** loss shall apply.
21. **“Vacant Property”** means a building is vacant if less than 10% of the total square footage is owned, rented or leased by **you** and contains inadequate contents to perform customary operations, excluding common areas such as lobbies and garages. Buildings under construction or renovation shall not be considered **vacant**.
22. **“Valuable Papers and Records”** means written, printed or otherwise inscribed documents, securities, and records including but not limited to books, maps, films, drawings, abstracts, evidence of debt, deeds, mortgages, mortgage files, manuscripts and micro or electronically/magnetically inscribed documents, but not including the monetary value of monies and/or securities.

23. **“Wind”** means any gust or sustained wind 50 miles per hour or more as identified by the National Weather Service or any other recognized meteorological authority.

C. Specific Conditions Applicable to Property Insurance Provided

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Appraisal.** The appraisal process is available to determine the value of a covered loss but is not available to determine whether a loss is covered.
 - a. If **you** and **we** fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser. Each will notify the other of the appraiser selected within thirty (30) days of such demand. The two appraisers shall first select a competent, disinterested umpire. If the two appraisers fail to agree upon an umpire within thirty (30) days, **you** and **we** shall jointly move to have an umpire selected by a district judge in the State of Idaho to select an umpire. The appraisers shall then identify each item of physical damage or loss and appraise the amount of loss. The appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item and shall state separately the **actual cash value** and **replacement cost** value as of the date of loss and the amount of loss, for each item of physical loss or damage. If the appraisers fail to agree within fourteen (14) days, they shall submit their differences to the umpire.
 - b. The umpire shall review the appraisals prepared by the appraisers selected by **you** and **us** and shall inspect the property prior to preparing the appraisal. The appraisers for **you** and **us** shall be afforded the opportunity to attend the umpire’s inspection of the property and provide sufficient input to allow the umpire to understand the nature and reasons for the differences between the appraisals. After inspecting the property and receiving input from the appraisers, the umpire shall identify each item of physical loss or damage and shall appraise the amount of loss for each item. The umpire’s appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item and shall state separately the **actual cash value** and **replacement cost** value as of the date of the loss. An award agreed to in writing by any two of the three appraisers will determine the amount of loss. The appraisal award is subject to all terms of the coverage document and may be reduced by the application of a deductible called for by this policy.
 - c. **You** and **we** will each:
 - (1) Pay its chosen appraiser; and
 - (2) Bear equally the other expense of the appraisal and umpire.
 - (3) A demand for appraisal shall not relieve **you** of **your** continuing obligation to comply with the terms and conditions of this policy. **We** will not be held to have waived any of its right by any act relating to appraisal.
2. **Borrowed Vehicles from Other Public Entities. Vehicles** that are loaned to **you** from other public entities, for less than ninety (90) days, and used for official business, are not required to be listed on the **schedule of values**.
3. **Consequential Reduction in Value.** This section covers the reduction in value of insured merchandise that is a part of pairs, sets or components, directly resulting from physical loss or damage insured by this section to other insured parts of pairs, sets or components of such merchandise. If settlement is based on a constructive total loss, **you** will surrender the undamaged parts of such merchandise to **us**.
4. **Deductibles.** In each case of loss covered by this section, **we** will not pay for loss or damage in any one **occurrence** until the amount of loss or damage exceeds the applicable deductible listed on the declarations page or within this section. **We** will then pay the amount of loss or damage in excess of the applicable deductible, up to the applicable limit of insurance.
 - a. Unless otherwise stated, if more than one deductible amount applies to loss or damage in any one covered **occurrence**, the total of the deductible amounts applied in that **occurrence** will not exceed the amount of the largest applicable deductible, or

- b. If the applicable deductible is stated as a percentage of the loss, reimbursable indemnity payments made to **you** or on your **behalf** by **us** shall be reduced by the deductible percentage stated in the declarations page or within this section.
- c. Flood Type 1: As respects buildings or structures wholly or partially situated in a **special flood hazard area** the following deductibles shall apply separately for loss from the peril of **flood**, as covered and defined under the National Flood Insurance Program:
- (1) For all coverages insured against under this section, if **you** purchase coverage from the National Flood Insurance Program, the deductible shall be the greater of the amount recoverable from the National Flood Insurance Program or the **actual cash value**, not to exceed \$500,000. This deductible shall apply for each building or each structure for real property, and for contents at each building or each structure.
 - (2) For all coverages insured against under this section, if **you** do not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program lapses or is discontinued, the deductible shall be \$ 500,000 at each building or each structure for real property, \$500,000 for contents at each building or each structure, and \$500,000 each for any other **insured property**.
 - (3) If the community is participating in the Emergency Program under the National Flood Insurance Program, \$500,000 as noted within this condition: Deductibles, a. (1) above is replaced with \$100,000. If the property is eligible for coverage in the Emergency Program, \$500,000 as noted within this condition, Deductible a. (2) is replaced with \$100,000.
 - (4) However, these deductibles shall not apply to **insured property** located outside of an area designated as a **special flood hazard area** nor to ensuing physical loss, or damage or destruction not otherwise excluded herein. Further, the deductibles described under this condition, a., paragraphs (1), (2), and (3) above shall apply individually.
- d. Flood Type 2: For all other **flood** losses, the deductible shall be as stated on the declarations pages at the beginning of this policy.
- e. Gymnasium Floor: For covered losses to gymnasium floor(s) resulting in damage caused by water, except **flood**, the deductible shall be a percentage of the loss as stated on the declarations page at the beginning of this policy.
- f. Hail: For covered losses resulting in damage caused by hail, the deductible shall be a percentage of the loss as stated on the declarations page at the beginning of this policy.
- g. Weight of Snow. For covered losses resulting in damage caused by weight of snow, the deductible shall be a percentage of the loss as stated in the declarations page at the beginning of this policy.
- h. Wind: For covered losses resulting in damage caused by **wind**, the deductible shall be a percentage of the loss as stated on the declarations page at the beginning of the policy.
- i. As respects losses from other covered losses, a deductible per occurrence for **insured property** shall be as stated on the declarations pages at the beginning of this policy.
5. **Earthquake**. The sublimit for **earthquake**, as listed on the declarations page, is the maximum amount potentially recoverable by all ICRMP Public Entity Members combined insured losses, damages, expenses, or time element losses or other insured interest arising from or relating to such an **occurrence**. All other sublimits are a part of, and do not increase, the **earthquake** sublimit.
- a. All earthquake coverage is subject to an earthquake aggregate limit of \$62,500,000 for each occurrence and each **policy period**. The earthquake aggregate limit is a shared limit among all ICRMP Public Entity Members, and is the most **we** will pay per occurrence for all ICRMP Public Entity Members covered under any policy period.

- b. If the earthquake aggregate limit is exceeded, the amount recoverable by any **named insured** will be reduced pro rata in the same proportion that the loss of the **named insured** bears to the total amount of loss of all **named insureds**.
 - c. **We** may pay claims on a provisional basis until all covered losses for a particular **policy period** are resolved, as determined by **us**. If **we** determine that the earthquake aggregate limit may be exceeded, **we** may delay claim payments until **we** determine that all liabilities and expenses for a **policy period** have been resolved.
 - d. Once all covered losses for a policy period are resolved, **we** will give notice to all **named insureds** with **claims** of their pro rata share of covered losses. If a **named insured** received claim payments in excess of its pro rata share, the **named insured** will remit the excess amount to us within thirty (30) days of the date on which **we** give notice. If a **named insured** received claims payments that are less than its pro rata share, **we** will remit the deficiency to the **named insured** within thirty (30) days of the date on which **we** receive the last payment due from **named insureds** who received claims payments in excess of their pro rata shares.
 - e. For purposes of the earthquake aggregate limit, determinations made by **us** relating to the earthquake aggregate limit will be made in **our** sole and absolute discretion.
6. **Flood.** The sublimit for **flood**, as listed on the declarations page, is the maximum amount potentially recoverable by all ICRMP Public Entity Members for combined insured losses, damages, expenses, time element, or other insured interest arising from or relating to such an **occurrence**. All other sublimits are a part of, and do not increase, the **flood** sublimit. Further, if **flood** occurs in conjunction with **earthquake**, the **flood** sublimit applies within and erodes the sublimit for that **earthquake** or **earth movement**.
- a. All flood coverage is subject to a flood aggregate limit of \$62,500,000 for each occurrence of Flood Type 2, and \$12,500,000 for each occurrence of Flood Type 1, and each **policy period**. The flood aggregate limit is a shared limit among all ICRMP Public Entity Members and is the most **we** will pay per occurrence for all ICRMP Public Entity Members covered under any policy period.
 - b. If the flood aggregate limit is exceeded, the amount recoverable by any **named insured** will be reduced pro rata in the same proportion that the loss of the **named insured** bears to the total amount of loss of all **named insureds**.
 - c. **We** may pay claims on a provisional basis until all covered losses for a particular **policy period** are resolved, as determined by **us**. If **we** determine that the flood aggregate limit may be exceeded, **we** may delay claim payments until **we** determine that all liabilities and expenses for a **policy period** have been resolved.
 - d. Once all covered losses for a policy period are resolved, **we** will give notice to all **named insureds** with **claims** of their pro rata share of covered losses. If a **named insured** received claim payments in excess of its pro rata share, the **named insured** will remit the excess amount to **us** within thirty (30) days of the date on which **we** give notice. If a **named insured** received claims payments that are less than its pro rata share, **we** will remit the deficiency to the **named insured** within thirty (30) days of the date on which **we** receive the last payment due from **named insureds** who received claims payments in excess of their pro rata shares.
 - e. For purposes of the flood aggregate limit, determinations made by **us** relating to the flood aggregate limit will be made in **our** sole and absolute discretion.
7. **Pipes or Fittings Failure.** The sublimit for damage to **insured property** resulting from pipes or fittings failure, as listed on the declarations page, is the maximum amount potentially recoverable for insured loss, damage, expense, or time element loss or other insured interest arising from or relating to such an **occurrence**. All other sublimits are a part of, and do not increase, this sublimit.

8. **Schedule of Values.**

- a. All **vehicles**, watercraft, buildings, outdoor structures, and a summary accounting value of all items included as contents associated with a building, must be identified in the **schedule of values**.
 - b. All **mobile equipment, unmanned aircraft system** and watercraft with an individual value greater than \$25,000 must be identified in the **schedule of values**.
 - c. All other **mobile equipment, unmanned aircraft system** and watercraft with an individual value less than \$25,000 does not need to be listed as individual items in the **schedule of values**. These items must be summarized and listed as one value that encompasses all items per member.
 - d. It is **your** responsibility, working with **your** independent insurance agent or reporting directly to **us** via the **schedule of values**, to make sure all **insured property** is listed on **your schedule of values** as detailed in items (a.) through (c.) above.
 - e. Items **you** list on the **schedule of values**, but excluded by the language within this policy, are not covered.
9. **Valuation of Loss.** Adjustment of the physical damage loss amount under this section will be computed as of the date of loss at the insured property, and for no more than your interest in the insured property, subject to the applicable sublimits either stated in the below text or on the declaration pages:

- a. On contents inside or associated with a building or structure, we shall not pay for loss or damage in excess of the stated summary blanket value per location as listed on the **schedule of values you** have on file with **us**. Additionally, the loss amount will not exceed the lesser of the following:
 - (1) The cost to repair contents;
 - (2) The cost to rebuild or replace contents on the same site with new materials that are like size, kind and quality;
 - (3) The selling price of machinery and equipment, other than stock, offered for sale on the date of loss;
 - (4) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.
 - (5) The unamortized value of improvements and betterments to contents, if such property is not repaired or replaced at **your** expense; or
 - (6) The **actual cash value** if such contents is:
 - (i) Useless to **you**; or
 - (ii) Not repaired, replaced or rebuilt on the same or another site within two years from the date of loss.
 - (7) **You** may elect not to repair or replace **insured property** lost, damaged, or destroyed. Loss settlement may be elected on the lesser of repair or **replacement cost** basis if the proceeds of such loss settlement are expended on other capital expenditures related to **your** operations within two years from the date of loss. As a condition of collecting on this item, such expenditure must be unplanned as of the date of loss and be made at an **insured property** under this section.
- b. On **mobile equipment**, watercraft, **unmanned aircraft systems**, and **vehicles**:
 - (1) For **mobile equipment**, watercraft, **unmanned aircraft systems** or **vehicles** purchased within the last 12 months from the date of loss, we will pay the lesser of cost to repair or the original purchase price of the totaled **mobile equipment**, watercraft, **unmanned aircraft systems**, or **vehicles**.

- (2) For **mobile equipment**, watercraft, **unmanned aircraft systems** or **vehicles** that were purchased greater than 12 months from the date of loss, **we** will be the lesser of the **actual cash value**, the cost to repair, or no more than 110% of the value stated as listed on the **schedule of values you** have on file with us.
 - (3) If **mobile equipment**, watercraft, **unmanned aircraft systems** or **vehicles** are not repaired or replaced, **we** will pay no more than the **actual cash value**.
 - (4) For **mobile equipment**, watercraft, **unmanned aircraft systems** or **vehicles** that are leased or rented, we will not pay any expense related to any outstanding finance expenses included in the leasing agreement nor the full value of the lease agreement,
- c. Stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.
- d. Property in transit:
- (1) Property shipped to or on **your** account will be valued at **your** actual invoice. Included in the value are accrued costs and charges legally due. Charges may include **your** commission as selling agent.
 - (2) Property **you** sold and shipped to or for the purchaser's account will be valued at **your** selling invoice amount. Prepaid or advanced freight costs are included.
 - (3) Property not under invoice will be valued at the actual cash market value at the description point on the date of **occurrence** less any charges saved which would have become due and payable upon arrival at destination.
- e. Finished goods manufactured by **you**, the regular cash-selling price at the **insured property** where the loss happens, less all discounts and charges to which the finished goods would have been subject had no loss happened.
- f. Raw materials, supplies and other merchandise not manufactured by **you**:
- (1) If repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property, or
 - (2) If not repaired or replaced, the **actual cash value**.
- g. **Fine arts** articles, the lesser of and not to exceed \$1,000,000 per occurrence only if the item cannot be replaced with other like kind and quality:
- (1) The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;
 - (2) Cost to replace the article; or
 - (3) Current market value at time of loss.
 - (4) In the event a **fine arts** article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, **we** will be liable for the lesser of the full value of such pair or set or the amount designated on the **schedule of values**, not to exceed our sublimit as stated above or in the declarations pages. **You** agree to surrender the pair or set to **us**.
- h. **Valuable Papers and Records**, and **Electronic Data and Media**.
- (1) On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:

- (i) The cost to repair, replace or restore data, programs or software including the costs to recreate research and engineer;
 - (ii) If not repaired, replaced, or restored within two years from the date of loss, the blank value of the media.
- (2) On all other **Valuable Papers and Records**, and **Electronic Data and Media**, the lesser of the following:
- (i) The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss;
 - (ii) The cost to replace the item.

i. **Vacant Property:**

- (1) if the building or leased **premises** has been **vacant** for a period of more than ninety (90) consecutive days before the loss or damage occurs, **we** will not pay for any loss or damage caused by any of the following:
- (i) Vandalism
 - (ii) Sprinkler leakage
 - (iii) Building glass breakage
 - (iv) Water damage
 - (v) Theft, or attempted theft
- (2) With respect to direct physical loss or damage, other than from caused listed above, and not otherwise excluded by this policy, **we** will reduce the amount **we** would otherwise pay for the loss or damage by 15%.

j. On all other **insured property**, **we** shall not pay for loss or damage in excess of 110% of the stated value per location, as listed on the **schedule of values you** have on file with us. Additionally, the loss amount will not exceed the lesser of the following:

- (1) The cost to repair;
- (2) The cost to rebuild or replace on the same site with new materials that are like size, kind and quality;
- (3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;
- (4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;
- (5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.
- (6) The increased cost of demolition, if any, resulting from loss covered by this section, if such property is scheduled for demolition;
- (7) The unamortized value of improvements and betterments, if such property is not repaired or replaced at **your** expense; or
- (8) The **actual cash value** if such property is:

(ii) (i) Useless to **you**; or

(ii) Not repaired, replaced, or rebuilt on the same or another site within two years from the date of loss.

(9) **You** may elect not to repair or replace **insured property** lost, damaged, or destroyed. Loss settlement may be elected on the lesser of repair or **replacement cost** basis if the proceeds of such loss settlement are expended on other capital expenditures related to **your** operations within two years from the date of loss. As a condition of collecting on this item, such expenditure must be unplanned as of the date of loss and be made at an **insured property** under this section. This item does not extend to Demolition and Increased Cost of Construction.

10. **Vehicles and Mobile Equipment that are Leased or Rented.** **Vehicles** and **mobile equipment** that are leased or rented to an **insured**, for less than ninety (90) days, and used for official business, are covered under this section, and are not required to be listed on the **schedule of values**.
11. **Wind.** The sublimit for **wind**, as listed on the declarations page, is the maximum amount potentially recoverable by all ICRMP Public Entity Members for combined insured losses, damages, expenses, time element, or other insured interest arising from or relating to such an **occurrence**. All other sublimits are a part of, and do not increase, the **wind** sublimit. Further, if **wind** occurs in conjunction with **flood**, the **wind** sublimit applies within and erodes the sublimit for that **flood**.
- a. All **wind** coverage is subject to a **wind** aggregate limit of \$1,000,000 for each **occurrence**.
- b. If the **wind** aggregate limit is exceeded, the amount recoverable by any **named insured** will be reduced pro rata in the same proportion that the loss of the **named insured** bears to the total amount of loss of all **named insureds**.
- c. **We** may pay claims on a provisional basis until all covered losses for a particular **policy period** are resolved, as determined by **us**. If **we** determine that the **wind** aggregate limit may be exceeded, **we** may delay claim payments until **we** determine that all liabilities and expenses for a **policy period** have been resolved.

Once all covered losses for a policy period are resolved, **we** will give notice to all **named insureds** with **claims** of their pro rata share of covered losses. If a **named insured** received claim payments in excess of its pro rata share, the **named insured** will remit the excess amount to **us** within thirty (30) days of the date on which **we** give notice. If a **named insured** received claims payments that are less than its pro rata share, **we** will remit the deficiency to the **named insured** within thirty (30) days of the date on which **we** receive the last payment due from **named insureds** who received claims payments in excess of their pro rata shares.

D. Exclusions Applicable to Property Insurance Provided

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Regard to all property, we do not cover loss or damage under the Property Insurance Provided of this section resulting directly or indirectly by or resulting from any of the following regardless of any other cause or event, whether or not insured by this section, contributing concurrently or in any other sequence to the loss:**
- a. Loss or damage more specifically covered under any other section of this policy.
- b. Moths, animals (other than collision with animals), vermin, termites, crickets, or other insects.
- c. Inherent vice, latent defect, wear, tear or deterioration, depletion, whether sudden or gradual.
- d. Contamination, corrosion, erosion, rust, wet or dry rot, mold, dampness of atmosphere or variations of temperature.
- e. Accumulated effects of smog, smoke, vapor, liquid, or dust.

- f. Loss of use, delay or loss of markets or opportunity.
 - g. Breakdown or derangement of any machinery or equipment, unless an insured peril ensues, and then only for the actual loss or damage caused by such ensuing peril.
 - h. Electrical appliances, devices, fixtures, or wiring caused by artificially generated electrical current, unless fire or explosion ensues, and then only for the actual loss or damage caused by such ensuing fire or explosion.
 - i. Mysterious disappearance, loss or shortage disclosed on taking inventory for which the loss can be proven solely on the inventory records, or any unexplained loss.
 - j. Any fraudulent, dishonest, or criminal act, but not limited to theft, committed alone or in collusion with others at any time by any **insured**:
 - (1) Including theft of cash, securities, or other negotiable instruments, however described; or
 - (2) By any employee, proprietor, partner, director, trustee, or officer of any business or entity **you** engage to do anything in connection with **insured property**; or
 - (3) Acts of direct insured physical damage intentionally caused by **your** employees, elected, or appointed officials, volunteers or any individual specified in (2) above, and done without **your** knowledge. In no event, does this section cover loss by theft by any individual specified above.
 - k. Indirect or remote loss or damage.
 - l. Loss or damage or deterioration arising from any delay.
 - m. Interruption of business; except to the extent provided by this section.
 - n. Physical damage to **insured property** caused by water due to the intentional cessation of a building's heat source.
 - o. Lack of the following services when caused by an occurrence off the **insured property** and only if the lack of such a service directly causes physical damage insured by this section on the **insured property**, then only that resulting damage is insured:
 - (1) Incoming or outgoing electricity, fuel, water, gas, steam, refrigerant;
 - (2) incoming or outgoing sewerage;
 - p. incoming or outgoing telecommunications;
2. **With Regard to Buildings and Structures, we do not cover losses under the Property Insurance Provided of this section resulting directly or indirectly from:**
- a. Settling, cracking, bulging, shrinking or expansion of any paved surfaces, foundations (including any pedestal, pad, platform, or other property supporting machinery), walls, pavements, floors, ceilings, or roofs, except if damage is caused by a covered **accident**, or if damage to **insured property** is caused by **earth movement** or **flood**.
 - b. Extremes or changes of temperature (except to machinery or equipment) or changes in relative humidity, regardless of whether or not atmospheric, except if damage to **insured property** is caused by **earth movement** or **flood**.
 - c. Any increase of loss due to interference with rebuilding, repairing, or replacing a building, or with the resumption or continuation of business.
 - d. Any increase of loss due to the suspension, lapse or cancellation of any lease, license, contract, or order.

- e. Loss or damage to **insured property** caused by or resulting from errors in design or testing of that **insured property**, except resultant physical loss or damage to other **insured property** insured by this section.
 - f. Faulty workmanship, material or construction, or design from any cause, except resultant physical loss or damage to other **insured property** insured by this section and not excluded elsewhere.
 - g. Physical damage to **insured property** caused by water or other liquid under the ground surface pressing on, or flowing or seeping through:
 - (1) foundations, walls, floors, or paved surfaces; or
 - (2) basements, whether paved or not; or
 - (3) Doors, windows or other openings. .
 - h. **Cosmetic Damage to coverings and roof-mounted equipment.**
 - i. Physical damage to **insured property** caused by fire due to the intentional cessation of a building's fire suppression or sprinkler system, except when that cessation is authorized in writing by **us**.
 - j. Loss from enforcement of any law or ordinance:
 - (1) Regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or
 - (2) Requiring the demolition of any property, including the cost in removing its debris; or
 - (3) except as granted by the property insurance provided for Debris Removal and Increased Cost of Construction additional coverage.
3. **With Regard to Property in Course of Construction, we do not cover losses under the Property Insurance Provided of this Section resulting directly or indirectly from:**
- a. Penalties for non-completion of, or delay in, completion of contract or non-compliance with contract conditions, nor for loss of use of occupancy, however caused.
4. **With Regard to specific types of property, we do not cover physical loss or physical damage to the following property:**
- a. All animals and birds, except **your** service animals. For **your** service animals, **our** liability for such loss shall not exceed \$30,000 per **occurrence**, for injury, sickness, or death.
 - b. Land, water, standing timber or any other substance in or on land.
 - c. **Aircraft**, spacecraft, or satellites.
 - d. Retaining walls not constituting part of a building when loss is caused by ice or water pressure.
 - e. Underground mines, mineshafts or caverns or any property within such mine, shaft or cavern or mining property located below the surface of the ground.
 - f. Any property undergoing insulation breakdown tests.
 - g. Currency, money, precious metal in bullion form, notes, or securities.
 - h. Jewelry, furs, precious metals, or precious stones.
 - i. Dams, including earthen dams, levies, canals, including canal tunnels, however characterized, reservoirs, ditches, or retaining ponds.

- j. All liners, or membranes, however characterized, with the intent and design to separate, retain or hold water, sewage, trash, dirt, debris, or any other material.
- k. Roadways, highways, streets, bridges, tunnels, guardrails, pavements, parking lots, curbs, culverts, sidewalks, pathways, pedestrian walkways, or other transportation conveyance infrastructure, however characterized.
- l. Underground pipes or underground wiring.
- m. Any **mobile equipment, vehicle**, watercraft, or other property while participating in any prearranged or organized racing, speed, or demolition contest or in any stunting activity, including practice or preparation for any such contest or activity.
- n. Overhead transmission and distribution lines located more than 1 mile from **your** structures listed on the **schedule of values**.
- o. Data or fiber optic transmission lines and conduit not contained within walls of **insured property**.
- p. Equipment used to produce power or gas primarily for distribution to third parties.
- q. Loss or damage from any repairing, restoration or retouching process related to **fine arts**.

SECTION VI - CRIME INSURANCE

A. Insuring Agreements Applicable to Crime Insurance

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the below listed insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Employee Dishonesty or Fraud.** We agree to pay the **named insured**, or on its behalf, for loss of money, securities and other financial instruments or theft of **your** property by an **employee** sustained by the **named insured** resulting directly from one or more **dishonest or fraudulent acts** committed by an **employee** of the **named insured**, acting alone or in collusion with others.
2. **Loss Inside the Premises.** We agree to pay the **named insured**, or on its behalf, for loss of money and securities of the **named insured** by the actual destruction, disappearance or **wrongful taking** within the **premises**.
3. **Loss Outside the Premises.** We agree to pay the **named insured**, or on its behalf, for loss of money and securities of the **named insured** by the actual destruction, disappearance or **wrongful taking** thereof, outside the **premises** while being conveyed by a **messenger** or any armored motor vehicle company.
4. **Notary Public.** Insurance under this section shall be deemed to provide with the functional equivalent of the provisions of Idaho Code §51-121 for the terms and responsibilities of public officials or **employees** as notary public.

B. Definitions Applicable to Crime Insuring Agreements

The following definitions are applicable to this Section only. They may amend definitions located in Section II General Definitions of this policy.

1. "**Dishonest or Fraudulent Acts**" means acts committed by an **employee** of the **named insured** which
 - a. Cause the **named insured** to sustain such loss; or
 - b. Results in financial benefit to the **employee**, or another person or organization intended by the **employee** to receive such benefit, not otherwise entitled to.
2. "**Employee**" shall be as defined by the Idaho Tort Claims Act (Idaho Code, chapter 9, title 6).
3. "**Social Engineering Financial Fraud**" means the transfer of **money** or **securities** to an account outside **your** control pursuant to instructions made by a person purporting to be an authorized employee, outsourced provider or customer of **yours**, when such instructions prove to have been fraudulent and issued by a person who is not an authorized employee, outsourced provider, or customer of the **yours**.
4. "**Social Engineering Financial Fraud Loss**" means loss of money or securities in a **social engineering financial fraud**.
5. "**Messenger**" means any **employee** who is duly authorized by the **named insured** to have the care and custody of an **insured** property outside the **premises**.
6. "**Premises**" means the interior of that portion of any building which is occupied by the **named insured** in conducting its business.
7. "**Wrongful Taking**" means an unauthorized conversion or theft of money, securities, money orders, counterfeit currency, depositor's forgery, or other financial instruments, whether or not proven in a court of law.

C. Specific Conditions Applicable to Crime Insuring Agreements

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **All Incidents - One Loss.** All losses incidental to an actual or attempted fraudulent, dishonest, or criminal act, or series of related acts, whether committed by one or more persons, shall be deemed one loss. The applicable limits of insurance stated in the declarations pages are the total limit of **our** liability with respect to all losses arising out of any one occurrence.
2. **Policy in Lieu of Public Officials Surety Bond.** Insurance under this section shall be deemed to provide insurance compliant with the provisions of Idaho Code §59-804 for the terms and responsibilities of public officials or **employees** to the extent required by the Idaho Code bonding requirements for public officials.
3. **Limits of Insurance for Multiple Policy Periods.** **Our** total liability is limited to the total amount specified in the declarations pages of this policy for all losses caused by any **employee** or in which such **employee** is concerned or implicated. Regardless of the number of years this policy shall continue in force and the number of member contributions which shall be payable or paid, the limits of insurance specified in the declarations pages shall not be cumulative from year to year or period to period. The maximum total loss paid to any **named insured** shall not exceed the limits of insurance stated in the policy year during which a claim is made.
4. **Loss Caused by Unidentified Employees.** If a loss is alleged to have been caused by the fraud or dishonesty of any one or more **employees**, and the **named insured** shall be unable to designate the specific **employee** or **employees** causing such loss, the **named insured** shall nevertheless have the benefit of Insuring Agreement 1, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more **employees** of the **named insured**.
5. **Notary Public.** **Our** total liability is limited to the total amount specified in the declarations pages of this policy for claims in which the **insured** shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the **insured** by reason of any negligent act, error or omission, committed or alleged to have been committed by the **insured**, arising out of the performance of notarial service for **you** or others in the **insured's** capacity as a duly commissioned and sworn notary public. This coverage applies to notarial actions outside of employment and coverage will not expire until the notary's commission certificate expires.
6. **Ownership Interest.** Money, securities, and other financial instruments may be covered by this policy whether owned by the **named insured** or held by the **named insured** in its care, custody, or control.
7. **Recoveries.** To the extent that a loss of the **named insured** exceeds the limits of insurance applicable to this section, the **named insured** shall be entitled to recoveries from third parties until the **named insured** is fully reimbursed. Any remaining recovery shall be paid to **us**. Audit fees incurred by **us** toward establishing **your** loss values will be deducted from the ultimate net loss.

D. Exclusions Applicable to Crime Insuring Agreements

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **All Crime Insuring Agreements of this Section do not provide coverage for:**
 - a. Any claim or loss more specifically covered under any other section of this policy.
 - b. Any claim for the potential income or increase including, but not limited to, interest and dividends, not realized by the **named insured** because of a loss covered under this section.
 - c. Any claim for costs, fees or other expenses incurred by the **named insured** in establishing the existence or amount of loss, covered under this section.

- d. Any claim for the funds collected or retained for any state or Federal agency pursuant to requirements established by law or pursuant to a mutual agreement.
- e. Any loss claimed involving conduct that occurred more than two (2) years prior to the date of the claim.
- f. Any loss claimed involving **social engineering financial fraud** from a **social engineering financial fraud loss** or event.

2. **Crime Insuring Agreement 1 does not cover:**

- a. Any loss, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation.
- b. Any claim of loss concerning any fiscal year wherein financial records of the political subdivision have not been timely audited by a certified public accountant in accordance with the requirements of Idaho Code §67-450B or §67-450C, as appropriate.

3. **Crime Insuring Agreement 2 does not provide coverage for:**

- a. Any claim or loss due to any fraudulent, dishonest, or criminal act by any **employee**, director, trustee, or authorized representative of the **named insured**, while working or otherwise, and whether acting alone or in collusion with others.
- b. Any claim or loss due to:
 - (1) The giving or surrendering of money or securities in any exchange or purchase;
 - (2) Accounting or arithmetical errors or omissions;
 - (3) Manuscripts, books of account, or records; or
 - (4) Presentation or acceptance of any check returned for insufficient funds.
- c. Any claim or loss of money contained in coin operated amusement devices or vending machines unless the amount of money deposited within the device or machine is recorded by a continuous recording instrument therein.

4. **Crime Insuring Agreement 3 does not provide coverage for:**

- a. Any claim or loss due to any fraudulent, dishonest, or criminal act by any **employee**, director, trustee, or authorized representative of the **named insured**, while working or otherwise, and whether acting alone or in collusion with others.
- b. Any claim or loss due to:
 - (1) The giving or surrendering of money or securities in any exchange or purchase;
 - (2) Accounting or arithmetical errors or omissions; or
 - (3) Manuscripts, books of account or records.
- c. Any insured claim or loss of money, securities, and other financial instruments of the **named insured** while in the custody of any armored motor vehicle company, except as excess policy over amounts recovered or received by the **named insured** under:
 - (1) The contract of the **named insured** with said armored motor vehicle company;
 - (2) Insurance carried by said armored motor vehicle company for the benefit of users of its services; and

- (3) All other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company's service.

5. Crime Insuring Agreement 4 does not provide coverage for:

a. Coverage under this section does not apply to:

- (1) any dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of any **insured**;
- (2) Willful or intentional disregard of the law;
- (3) Bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions;
- (4) Injury to or destruction of any tangible property, including the loss of use thereof;
- (5) Fines or penalties imposed by law on any **insured**;
- (6) Punitive, treble, exemplary, or similarly categorized damages, including fines and penalties; or
- (7) Performance of notarial service for any business which an **insured** owns, is a partner of, manages or controls.

SECTION VII – AUTOMOBILE LIABILITY INSURANCE

A. Automobile Liability Insuring Agreements

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the below listed insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Automobile Liability.** We agree to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** because of **bodily injury** or **property damage** caused by an **occurrence** during the **policy period** and arising out of the ownership, maintenance, use, loading or unloading of an **insured vehicle**.
2. **Automobile Medical Payments.** We agree to pay **medical expenses** incurred within the **policy period** and within ten (10) days of a **vehicle accident** as shall be necessary because of **bodily injury** caused by an **occurrence** in a vehicle owned or rented to an **insured**. Any such **medical expenses** must be reported within one hundred eighty (180) days of the **occurrence**.
3. **Uninsured or Underinsured Motorists.**
 - a. We agree to pay **damages** for **bodily injury** which an **insured** is legally entitled to recover from the owner or operator of an **uninsured automobile** or **underinsured automobile**. The **bodily injury** must be caused by an **occurrence** resulting in **bodily injury** during the **policy period** and arise out of the ownership, maintenance or use of an **uninsured automobile** or **underinsured automobile**. We will pay **damages** under this Insuring Agreement only after the limits of indemnification under any applicable bodily injury liability policies or bonds have been exhausted in payments, settlements, or judgments and after all worker's compensation benefits an employee may be entitled to have been paid.
 - b. The limits of indemnification shall be reduced by:
 - (1) All sums paid because of **bodily injury** by or on behalf of persons or organizations who may be legally responsible for causing the **bodily injury**; and
 - (2) All sums paid by worker's compensation benefits or similar disability law.

B. Definitions Applicable to Automobile Liability Insurance Agreements

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. "Insured" means:
 - a. With respect to Insuring Agreement 1, an **insured** or anyone else while in an **insured vehicle** with the permission of the **insured**.
 - b. With respect to Insuring Agreement 2, anyone **occupying** an **insured vehicle** with the permission of the **insured**.
 - c. With respect to Insuring Agreement 3, an **insured** or anyone else while **occupying** an **insured vehicle** with the permission of the **insured**.

2. "**Insured Vehicle**" means a **vehicle** owned by the **named insured** or a non-owned **vehicle** while operated by an **insured** in the course and scope of their duties or such use that is otherwise authorized by the **named insured**.
3. "**Medical Expenses**" means expenses for necessary medical, surgical, x-ray and dental services, ambulance, hospital, professional nursing, and funeral services.
4. "**Occupying**" with regard to Insuring Agreement 2 and 3 of this section means an individual who, at the time of the **accident**, is in physical contact with an **insured vehicle**.
5. "**Underinsured Automobile**" means a **vehicle** for which the sum of liability limits of all applicable liability bonds or policies at the time of an **accident** is less than the limits of indemnification applicable to Insuring Agreement 3 of this section.
6. "**Uninsured Automobile**" means a **vehicle**:
 - a. To which a **bodily injury** liability bond or policy does not apply at the time of the **accident**.
 - b. For which an insuring or bonding company denies coverage or has become insolvent.
 - c. Which is a hit-and-run **vehicle** and neither the driver nor the owner can be identified. The hit-and-run **vehicle** must come in contact with an **insured vehicle**.

C. Specific Conditions Applicable to Automobile Liability Insurance Agreements

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **With respect to Insuring Agreements 1, 2 and 3, Auto Liability Insurance of this Section is subject to the following conditions:**
 - a. **Vehicles Owned by Employees or Authorized Volunteers.** A **vehicle** owned by an employee or authorized volunteer of the **named insured** is provided auto liability coverage by this section while the **vehicle** is being used by an employee or authorized volunteer on official business of the **named insured**. This policy shall be deemed secondary to the policy of the employee's or authorized volunteer's personal insurance, which is deemed to be primary insurance. The intent of this special condition shall not be interpreted to extend this policy to a **vehicle** owned by other public or private entities which are made available to the **named insured** or its employees. For these non-owned **vehicles**, the terms and conditions already contained in this policy shall apply. This specific condition does not apply to volunteers engaged in search and rescue activities as coverage is intended to be primary insurance for search and rescue volunteers only when actively participating in search and rescue mobilizations initiated by the county Sheriff.
 - b. **Non-Duplication of Benefits.** There shall be no duplication of payments under this section for Insuring Agreements 1, 2 and 3, respectively, of this policy. Any amounts payable under these respective insuring agreements will be reduced by the amount of any advance payments.
2. **With Respect to Insuring Agreement 2, Automobile Medical Payments Insurance of this section has the following conditions:**
 - a. **Examinations/Medical Reports.** The injured person may be required to take physical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and other records pertinent to any such claim.
 - b. **Notice of Loss.** As soon as possible, any person making a claim under this Insuring Agreement must give **us** written notice. It must include all details **we** may need to determine the amounts payable.
3. **With Respect to Insuring Agreement 3, Uninsured/Underinsured Motorists Insurance of this section has the following conditions:**
 - a. **Arbitration.** If **we** and any person entitled to recover under Insuring Agreement 3 fail to agree on the amount of **damages** thereof, the amount shall be settled by arbitration. In that event, each party will select an

arbitrator. The two arbitrators will then select a third arbitrator. If they cannot agree upon a third arbitrator within thirty (30) days, both parties can ask a district judge in the State of Idaho to select the third arbitrator. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Written decisions of any two arbitrators will determine the issues and will be binding. The arbitration will take place pursuant to the Uniform Arbitration Act, Idaho Code Title 7, Chapter 9, unless both parties agree otherwise. Attorney's fees and fees paid to medical and other expert witnesses as part of the arbitration proceeding will not be considered arbitration expenses. These costs and expenses will be paid by the party incurring them.

- b. **Hit-and-Run Accident.** At *our* request, *you* shall make available for inspection any **vehicle** which any **insured** was **occupying** at the time of a hit-and-run **accident**. *You* must also notify a law enforcement agency within twenty-four (24) hours of any hit-and-run **accident**. *You* must also notify *us* of any such hit-and-run **accident** within seven (7) days of any such **accident**. Failure to provide such notice shall be deemed a material and prejudicial breach of this Insuring Agreement 3, and render any insurance provided null and void.
- c. **Medical Examinations.** The injured person may be required to take, at *our* expense, physical examinations by physicians *we* choose, as often as *we* reasonably require.
- d. **Non-Binding Judgment.** No judgment resulting from a **suit** brought without *our* written consent, or which *we* are not a party to, is binding on *us*, either for determining the liability of the **uninsured automobile or underinsured automobile** or owner, or the amount of **damages** sustained.
- e. **Prejudgment or Pre-Arbitration Award Interest.** Prejudgment or pre-arbitration award interest shall not begin to accrue until the date that the proof of loss is received by *us*.
- f. **Proof of Loss.** A proof of loss must be served upon *us* as soon as practicable following any such **accident** causing the injury in order to determine the amounts payable. Failure to provide such notice shall be deemed a material and prejudicial breach of this Insuring Agreement, and renders any insurance provided null and void. Each proof of loss presented shall accurately describe the conduct and circumstances which brought about the injury, state the time and place the injury occurred, state the names of all persons involved, and shall contain the amount of **damages** claimed, together with any and all records that exist pertaining to said injury. Said records shall consist of 1) all police reports pertaining to the **accident**, and 2) complete medical and billing records from all institutions (hospitals, rehabilitation facilities, and nursing homes) and physician offices. A signed medical records release form must be provided with the proof of loss giving *us* authorization to obtain additional medical reports and other records pertinent to any such loss.
- g. **Tentative Settlement.** A person seeking Underinsured Motorists Coverage must promptly notify *us* in writing of a tentative settlement between the **insured** and the insurer of the **underinsured automobile** and allow *us* to advance payment to that **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve *our* rights against the insurer, owner, or operator of such **underinsured automobile**.

D. Exclusions Applicable to Automobile Liability Insurance Agreements

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

- 1. **With respect to Insuring Agreements 1, 2 and 3, Auto Liability Insurance of this section does not apply to any claim:**
 - a. Or **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** or other covered loss more specifically covered under any other section of this policy.
 - b. Of **bodily injury** sustained by any person, including an **insured**, engaged in the maintenance or repair of an **insured vehicle**.
 - c. That directly or indirectly benefits any worker's compensation or disability benefits insurer or self-insurer.
 - d. For **bodily injury** to anyone eligible to receive benefits which are either provided, or are required to be provided, under any worker's compensation, occupational disease, or similar disability law.

- e. Arising out of the operation of **mobile equipment**.
- f. For any **vehicles** owned or leased by a **named insured** when the **vehicle** is being rented or leased to a third party for compensation.
- g. To any person or organization, or to any agent or employee thereof, operating a vehicle sales agency, repair shop, service station, storage garage or public parking place, with respect to any **accident** arising out of the operation thereof.
- h. To any employee with respect to injury to, sickness, disease, or death of another employee of the same employer injured in the course and scope of such employment in an **accident** arising out of the maintenance or use of the **insured vehicle** in the business of such employer.
- i. With respect to any hired **vehicle**, to the owner or a lessee thereof, other than the **named insured**, nor to any agent or employee or such owner or lessee.
- j. To any **bodily injury** resulting from or arising out of the use of a **vehicle** owned by **you** and not insured by **us**.
- k. Any **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
- l. For **sexual molestation or sexual abuse wrongful acts**.
- m. For **damages** for **personal injury** or **property damage** arising out of:
 - (1) Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
 - (2) Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respect to any **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards; or
 - (3) Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft system**, including any amendment or addition to such laws and regulations.

2. **With Respect to Insuring Agreement 1, Auto Liability Insurance of this Section does not apply:**

- a. To **property damage** to property rented to, used by or in the care, custody, or control of any **insured**.
- b. To **bodily injury** to:
 - (1) An employee of any **named insured** arising out of or in the course and scope of employment or performing duties related to the conduct of the **named insured's** operations;
 - (2) The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (1) above.

This exclusion applies whether the **named 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.
- c. To any liability for indemnity or contribution brought by any party for **bodily injury** or **property damage** sustained by any **insured**.
- d. To **bodily injury** or **property damage** resulting from the handling of property before it is moved from the place where it is accepted by the **insured** for movement into or onto the **insured vehicle** or after it is moved from the **insured vehicle** to the place where it is finally delivered by the **insured**.
- e. To **bodily injury** or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the **insured vehicle**.

- f. To **bodily injury** or **property damage** arising out of **your work** after that work has been completed or abandoned. **Your work** will be deemed completed at the earliest of the following times:
 - (1) When all of the work has been completed;
 - (2) When all of the work to be done at the site has been completed; or
 - (3) 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 a 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.

- g. To **bodily injury** or **property damage** resulting from **insured vehicles** while used in any professional, organized or unorganized racing or demolition contest or stunting activity, or while practicing for such contest or activity or while that **insured vehicle** is being prepared for such a contest or activity.

3. **With Respect to Insuring Agreement 2, Automobile Medical Payments of this Section does not apply:**

- a. To any **bodily injury** arising out of or resulting from the operation of an **insured vehicle** while being used for hire or for a fee for such use.
- b. To prisoners, inmates, or any other category of persons being detained by an **insured** while being transported by **you**.
- c. For **bodily injury** to any employee, elected official or volunteer eligible to receive any worker's compensation, occupational disease, or similar disability law benefits.
- d. To **bodily injury** to anyone using an **insured vehicle** without a reasonable belief that the person is entitled to do so.
- e. To **bodily injury** sustained by an **insured** while **occupying** any **vehicle** while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity or while the **insured vehicle** is being prepared for such a contest or activity.

4. **With Respect to Insuring Agreement 3, Uninsured/Underinsured Motorists Insurance of this Section does not apply:**

- a. To any **insured** who enters into a settlement with a third party without **our** written consent.
- b. To any **insured** using a **vehicle** without a reasonable belief that the person is entitled to do so.

SECTION VIII – GENERAL LIABILITY INSURANCE

A. Insuring Agreement Applicable to General Liability Insurance

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **General Liability.** We agree to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** caused by an **occurrence** resulting in **personal injury** or **property damage** during the **policy period**. Included within this insuring agreement are the following:
 - a. **Garagekeeper's Liability.** Provides coverage for claims resulting from the ownership and operation of storage garages and parking lots of the **named insured** as bailee with respect to a **vehicle** left in its custody and control and is sublimited to \$500,000 per **occurrence**.
 - b. **Fire Suppression Liability.** Provides coverage for claims resulting from **fire suppression activities** by authorized firefighting personnel. This coverage is sublimited to \$500,000 per **occurrence**. This coverage grant does not apply to **fire suppression activities** on public land.
 - c. **Hostile Fire Liability.** Provides coverage for claims resulting from heat, smoke or fumes resulting from a **hostile fire** and is sublimited to \$500,000 per **occurrence**.
 - d. **Host Liquor Liability.** Provides coverage for claims resulting from claims as a result of serving alcoholic beverages at **your** social event and is sublimited to \$500,000 per **occurrence**.
 - e. **Sewer Back-up Claims.** Provides coverage for claims resulting from sewer line and facilities back-up and related events, for which the **named insured** is responsible by virtue of its negligence. Notwithstanding the general exclusions stated elsewhere within this policy, this Insuring Agreement extends to mold and other fungus abatement and remediation demonstrated to be a direct result of a sewer back-up related **occurrence** for which **you** are responsible. This coverage is sublimited to \$500,000 per **occurrence**.
 - f. **Incidental Medical Liability.** Provides liability coverage for **damages** resulting from professional medical services rendered in the course and scope of delivering such services or during medically supervised training related thereto or which should have been rendered to any person or persons (other than employees of the **named insured** injured during the course and scope of their employment) only by any of the following persons acting on behalf of the **named insured**:
 - (1) Employed or volunteer emergency medical technicians (EMTs), paramedics or first responders.
 - (2) Employed or volunteer, nurse practitioners, registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while employed by **you** and while acting within the course and scope of their duties and responsibilities serving inmates of a jail operated by **you**.
 - (3) Volunteer registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while volunteering for **you** and while acting within the course and scope of their duties and responsibilities, serving as an EMT, paramedic, first responder or ambulance personnel.
 - (4) Any **insured** providing **first aid**.

This coverage is sublimited to \$500,000 per **occurrence**.

B. Definitions Applicable to General Liability Insuring Agreement

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Fire Suppression Activities"** means the application of water or **fire suppression chemicals** in the attempt to suppress fires or dislocation of materials or destruction of property deemed necessary to suppress fires.
2. **"Fire Suppression Chemicals"** means chemicals prescribed for extinguishing or preventing fires.
3. **"Hostile Fire"** means one which becomes uncontrollable or breaks out from where it was intended to be within **your insured property** and started by **you**.
4. **"Insured"** means:
 - a. The **named insured**; or
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
 - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

C. Exclusions Applicable to General Liability Insuring Agreement

The following exclusion are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, General Liability Insurance of this section does not apply to any claim for damages for personal injury or property damage resulting from:**
 - a. Any **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** or other covered loss more specifically covered under any other section of this policy.
 - b. Fire suppression liability, government-imposed penalties, or fines, however characterized, assessed to pay the costs of suppressing a fire started by **your fire suppression activities** or for the improper discharge of **fire suppression chemicals**.
 - c. The ownership, maintenance, use, loading or unloading, or entrustment to others of any **vehicle**.
 - d. The performance of **law enforcement services** or **jail operations services**.
 - e. **Premises you** sell, give away, or have abandoned; property loaned to **you**; and personal property in **your** care, custody, and control. This exclusion shall not apply to garagekeeper's liability, as provided in the insuring agreement of this section.
 - f. 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 **your product, your work**, or the **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.
 - g. Any **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
 - h. The **administration** of an **employee benefit program**.
 - i. The failure to supply water, electrical power, fuel, internet, or any other utilities.

- j. Any **sexual molestation or sexual abuse wrongful act**.
 - k. Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
 - l. Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respects to any **unmanned aircraft system**, including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards; or
 - m. Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft** system, including any amendment or addition to such laws and regulations.
 - n. The transportation of **mobile equipment** by a **vehicle** owned or operated by or rented or loaned to any **insured**.
 - o. The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
 - p. Oral or written publication, in any manner, of material, if done by or at the direction of the **insured** with knowledge of its falsity.
 - q. Oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.
 - r. Any criminal act committed by or at the direction of the **insured**.
 - s. Any claim relating to **wrongful employment practice acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
 - t. Any claim relating to the prescribing of any medication.
2. **With Respect to Insuring Agreement 1, General Liability Insurance of this section does not apply to any claim for damages for property damage:**
- a. To property **you** own, rent, or occupy.
3. **With Respect to Insuring Agreement 1, General Liability Insurance of this section does not apply to any claim for damages from personal injury to:**
- a. An employee of the **named insured** arising out of and in the course and scope of employment by the **named insured** or performing duties related to the conduct of the **named insured's** business; or
 - b. The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (a) 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.

SECTION IX – LAW ENFORCEMENT LIABILITY INSURANCE

A. Insuring Agreement Applicable to Law Enforcement Liability Insurance

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Law Enforcement Liability.** We agree, subject to the conditions and exclusions of this Insuring Agreement, to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** caused by an **occurrence** resulting from **law enforcement services** or **jail operations services** or the administration of **first aid** and resulting in **personal injury** or **property damage** during the **policy period**. Included within this insuring agreement is:
 - a. **Incidental Medical Liability.** Insuring Agreement 1 provides liability coverage for professional medical services rendered in the course and scope of delivering such services or during medically supervised training related thereto, or which should have been rendered to any person or persons (other than employees of the **named insured** injured during the course and scope of their employment) only by any of the following persons acting on behalf of the **named insured** by and is sublimited to \$500,000 per **occurrence**:
 - (1) Employed or volunteer emergency medical technicians (EMTs), paramedics or first responders.
 - (2) Employed or volunteer, nurse practitioners, registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while employed by **you** and while acting within the course and scope of their duties and responsibilities serving inmates in the function of a jail operated by **you**.
 - (3) Volunteer registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while volunteering for **you** and while acting within the course and scope of their duties and responsibilities serving an EMT, paramedic, first responder or ambulance personnel.

B. Definitions Applicable to Law Enforcement Liability Insuring Agreement

The following definition is applicable to this section only. It may amend definitions located in Section II General Definitions of this policy.

1. **"Personal Injury"** means **bodily injury**, wrongful eviction, malicious prosecution, invasion of rights of privacy, libel, slander or defamation of character, erroneous service of civil papers, assault and battery and disparagement of property, false arrest, false imprisonment, detention, unlawful discrimination and violation of civil rights caused by **law enforcement services** or **jail operations services**.

C. Exclusions Applicable to Law Enforcement Liability Insuring Agreement

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, Law Enforcement Liability Insurance of this section does not apply to any claim for damages for personal injury or property damage resulting from:**
 - a. Any **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or other covered loss more specifically covered under any other section of this policy.
 - b. Property **you** own, rent, or occupy; **premises you** sell, give away or have abandoned; property loaned to **you**; and personal property in **your** care, custody, and control.
 - c. Any **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.

- d. **Wrongful employment acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
- e. Any **sexual molestation or sexual abuse wrongful act**.
- f. Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
- g. Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respects to any **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards; or
- h. Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft system**, including any amendment or addition to such laws and regulations.
- i. A criminal act committed by or at the direction of the **insured**.
- j. An employee of the **named insured** arising out of and in the course and scope of employment by the **named insured** or performing duties related to the conduct of the **named insured's** business; or
 - (1) The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (1) above.
 - (2) 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.
- k. The willful violation of any federal, state, or local statute, ordinance, rule, or regulation committed by or with the knowledge or consent of any **insured**.
- l. Acts of fraud committed by or at the direction of the **insured** with affirmative dishonesty or actual intent to deceive or defraud.

2. **With Respect to Insuring Agreement 1, Law Enforcement Liability Insurance of this section does not apply to any claim for damages for personal injury to:**

- a. An employee of the **named insured** arising out of and in the course and scope of employment by the **named insured** or performing duties related to the conduct of the **named insured's** business; or
- b. The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (a) 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.

SECTION X - ERRORS AND OMISSIONS INSURANCE

CLAIMS MADE ONLY

A. Errors and Omissions Insuring Agreements

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Errors and Omissions Liability.** We agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, resulting from a **wrongful act**. For this insuring agreement, two or more **claims** arising out of a single **wrongful act** shall be treated as a single **claim**.

B. Definitions Applicable to Errors and Omissions Insuring Agreement

The following definitions are applicable to this section only. They may amend a definition located in Section II General Definitions of this policy.

1. "**Claim**" means a demand received by **you** for money **damages** alleging a **wrongful act** of a tortious nature by any **insured**. No **claim** exists where the only monetary **damages** sought or demanded are costs of **suit** and/or attorney's fees.
2. "**Insured**" means:
 - a. The **named insured**; or
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
 - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

C. Specific Conditions Applicable to Errors and Omissions Insuring Agreement

The following condition is applicable to this section only. It may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **wrongful acts** must first take place on or after the applicable retroactive date shown in the declaration pages of this policy and on or before the termination of this **policy period**.

D. Exclusions Applicable to Errors and Omissions Insuring Agreement

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1 Errors and Omissions Liability of this section does not cover any claim resulting from:**
 - a. An **occurrence, accident, wrongful act, wrongful employment practice act or sexual molestation or sexual abuse wrongful act** or other covered loss more specifically covered under any other section of this policy.
 - b. Any dishonest, fraudulent, or criminal acts committed by any **insured** or at the direction of any **insured**.

- c. Failure to supply water, electrical power, fuel, Internet, or any other utilities.
- d. Items for which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
- e. A continuing **wrongful act** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
- f. The performance of **law enforcement services** or **jail operations services**.
- g. **Wrongful employment acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
- h. Any **personal injury** or **property damage**.
- i. Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned.
- j. Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respects to any **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards.
- k. Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft system**, including any amendment or addition to such laws and regulations.
- l. Any **sexual molestation or sexual abuse wrongful act**.
- m. Any labor strike, civil disturbance, riot, or civil commotion.
- n. The **insured's** activities in a fiduciary capacity or in any similar capacity.
- o. Directly or indirectly arising out of debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.
- p. Any failure or omission to effect or maintain insurance or bond of any kind.
- q. The rendering or failure to render professional services provided by any lawyer, architect, building inspector, engineer or accountant to any person or entity other than the **named insured** or any commissions, boards, departments, or other units operated by the **named insured** or under the **named insured's** jurisdiction.

SECTION XI – EMPLOYEE BENEFIT PROGRAM LIABILITY INSURANCE CLAIMS MADE ONLY

A. Employee Benefit Program Liability Insuring Agreement

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Employee Benefit Program Liability.** *We* agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, resulting from a **wrongful act** in the **administration** of **your employee benefit program**. For this insuring agreement, two or more **claims** arising out of a single **wrongful act**, in the **administration** of **your employee benefit program**, shall be treated as a single **claim**.

B. Definitions Applicable to Employee Benefit Program Liability Insuring Agreement

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Administration"** means:
 - a. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for any **employee benefit program**;
 - b. Handling of records in connection with the **employee benefit program**; or
 - c. Effecting, continuing, or terminating any employee's participation in any **employee benefit program**.
 - d. **Administration** does not mean **your** decision to not offer a particular benefit, plan, or program unless that particular benefit is required by law.
 - e. However, **administration** does not include handling payroll deductions.
2. **"Claim"** means a demand received by **you** for money **damages** alleging a **wrongful act** of a tortious nature by any **insured** in the **administration** of **your employee benefit program**. No **claim** exists where the only monetary **damages** sought or demanded are costs of **suit** and/or attorney's fees.
3. **"Insured"** means:
 - a. The **named insured**; or
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such, who is or was authorized to administer **your** employee benefit program. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
 - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

C. Specific Conditions Applicable to Employee Benefit Program Liability Insuring Agreement

The following condition is applicable to this section only. It may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **wrongful acts** must first take place on or after the applicable retroactive date shown in the declaration pages of this policy and before the termination of this **policy period**.

D. Exclusions Applicable to Employee Benefit Program Liability Insuring Agreement

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, Employee Benefit Liability Insurance of this section does not apply to any claim resulting from:**
 - a. An **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or other covered loss more specifically covered under any other section of this policy.
 - b. Items which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
 - c. A continuing **wrongful act** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
 - d. The performance of **law enforcement services** or **jail operations services**.
 - e. Any **sexual molestation or sexual abuse wrongful act**.
 - f. **Personal injury** or **property damage**.
 - g. From **damages** arising out of any intentional, dishonest, fraudulent, criminal, or malicious act, error, or omissions, committed by or at the direction of any **insured**, including the willful or reckless violation of any statute.
 - h. **Wrongful employment acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.

SECTION XII – EMPLOYMENT PRACTICES LIABILITY INSURANCE

CLAIMS MADE ONLY

A. Employment Practices Liability Insuring Agreement:

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Employment Practices Liability.** *We* agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** by or on behalf of a volunteer, employee, former employee or applicant for employment which is **first made** in writing to **us** by **you** during this **policy period** or any extended reporting period **we** provide, resulting from a **wrongful employment practice act**. For this insuring agreement, two or more **claims** arising out of a single **wrongful employment practice act** shall be treated as a single **claim**.

B. Definitions Applicable to Employment Practices Liability Insuring Agreement

The following definition is applicable to this section only. It may amend a definition located in Section II General Definitions of this policy.

1. "**Claim**" means a demand received by **you** for money **damages** alleging a **wrongful employment practice act** of a tortious nature by any **insured**. No **claim** exists where the only monetary **damages** sought or demanded are costs of **suit** and/or attorney's fees. A **claim** shall include complaints filed with the Idaho Human Rights Commission (IHRC) and the Equal Employment Opportunity Commission (EEOC). A **claim** also includes employment contract **claims** premised upon implied employment contracts.
2. "**Insured**" means:
 - a. The **named insured**;
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
 - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

C. Specific Conditions Applicable to Employment Practices Liability Insuring Agreement

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **wrongful employment practice acts** must first take place on or after the applicable retroactive date shown in the declaration pages of this policy and before the termination of this **policy period**.
2. **Deductible.** Any **claim** for **damages** brought forth under this coverage section by any employee directly or indirectly reporting to **you** relating to personnel-related actions or omissions shall have the deductible apply as set forth below. This deductible applies for any **claim** arising out of wrongful termination, constructive discharge, **retaliation**, breach of employment contract, violation of due process rights relating to employment and/or any other constitutional or statutory rights, unlawful **discrimination, employment sexual harassment, employment harassment** of any type, assault, battery, and/or any **claim** resulting from or related to any type of unlawful or unfair employment practice. This deductible applies whether the alleged **damages** arise from negligent, intentional or any other type of otherwise wrongful conduct. **You** will be responsible for the below referenced deductible of any settlement, judgment, or legal defense costs paid by **us** on **your** behalf with respect to any employment practices liability **claims** filed against **you**. However, this deductible will be waived if **you** consult with **us** before such employment action, including termination or

suspension of employment, and followed all reasonable advice provided by **us** or an attorney assigned by **us** with respect to such employment action. The referenced deductible amount will be billed to **you** by **us** for any settlement, judgment or legal defense costs paid as the **claim** progresses. For each and every **claim** filed related to this coverage as detailed above, the deductible amount is as stated on the declaration page.

D. Exclusions Applicable to Employment Practices Liability Insuring Agreement

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, Employment Practices Liability Insurance of this section does not cover any *claim* resulting from:**
 - a. Any ***occurrence, accident, wrongful act, or sexual molestation or sexual abuse wrongful act*** or other covered loss more specifically covered under any other section of this policy.
 - b. Items for which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a ***claim*** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a ***wrongful employment practice act*** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
 - c. A continuing ***wrongful employment practice act*** which commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
 - d. The performance of ***law enforcement services or jail operations services***.
 - e. Any ***sexual molestation or sexual abuse wrongful act***, however, this exclusion does not apply to a ***claim*** for ***damages*** arising out of ***employment sexual harassment***.
 - f. ***Bodily injury or property damage***.
 - g. Any dishonest, fraudulent, criminal, or malicious act, error, or omission, committed by or at the direction of any ***insured***.
 - h. Any cost associated with providing any reasonable accommodation required by, made as a result of or to conform with the requirements of the Americans with Disability Act, or any similar federal, state or local law or ordinance, any amendments thereto and any rules or regulations promulgated thereunder or common law.
 - i. Any labor strike, civil disturbance, riot, or civil commotion.
 - j. Any fact or circumstance which has been the subject of any written notice given under any other insurance policy.
 - k. Any fact or circumstance known prior to the inception date of the first policy issued by **us**, which any ***insured*** knew or could have reasonably foreseen would result in a ***claim***.

SECTION XIII –SEXUAL MOLESTATION OR SEXUAL ABUSE LIABILITY INSURANCE CLAIMS MADE ONLY

A. Insuring Agreement Applicable to Sexual Molestation or Sexual Abuse Liability Insurance

The following insuring agreements are applicable to this section only. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Sexual Molestation or Sexual Abuse Liability.** We agree to pay on **your** behalf those sums **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, arising out of a **sexual molestation or sexual abuse wrongful act**.
 - a. All **related sexual molestation or sexual abuse wrongful acts**, will be deemed to be a single **sexual molestation or sexual abuse wrongful act**, which will be deemed to have occurred at the time the first **related sexual molestation or sexual abuse wrongful act** commenced whether committed by the same perpetrator or two or more perpetrators and without regard to the number of:
 - (1) **Related sexual molestation or sexual abuse wrongful acts** taking place thereafter;
 - (2) Victims of **related sexual molestation or sexual abuse wrongful acts**;
 - (3) Locations where the **related sexual molestation or sexual abuse wrongful acts** took place;
 - (4) ICRMP **policy periods** over which the **related sexual molestation or sexual abuse wrongful acts** took place; or
 - (5) Breaches of any legal obligation arising out of any **related sexual molestation or sexual abuse wrongful acts** or suspected or threatened **related sexual molestation or sexual abuse wrongful acts**, or breaches of duty to any person who was the victim of a **related sexual molestation or sexual abuse wrongful act**.
 - b. All **claims** arising out of a single **sexual molestation or sexual abuse wrongful act** shall be treated as a single **claim**.

B. Definitions Applicable to Sexual Molestation or Sexual Abuse Liability Insuring Agreement

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Bodily Injury"** means bodily injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress or disability sustained by a natural person, including death resulting from any of these at any time resulting from **sexual molestation or sexual abuse wrongful act**.
2. **"Claim"** means a **suit** or demand made by or for the injured person for monetary **damages** because of alleged or actual **bodily injury** caused by **sexual molestation or sexual abuse wrongful act**.
3. **"Insured"** means:
 - a. The **named insured**;
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
 - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

4. “**Related Sexual Molestation or Sexual Abuse Wrongful Acts**” means any **sexual molestation or sexual abuse wrongful act** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions.

C. Specific Conditions Applicable to Sexual Molestation or Sexual Abuse Liability Insuring Agreement

The following condition is applicable to this Section only. It may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **sexual molestation or sexual abuse wrongful acts** must first take place on or after the applicable retroactive date as shown in the declaration pages of this policy and before the termination of this **policy period**.

D. Exclusions Applicable to Sexual Molestation or Sexual Abuse Liability Insuring Agreement

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1 Sexual Molestation or Sexual Abuse Liability Insurance of this Section does not apply to any claim resulting from:**
 - a. Any **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
 - b. Any **claim** relating to **wrongful employment practice acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
 - c. Any **claim** or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
 - d. Any **sexual molestation or sexual abuse wrongful act** which is the subject of any notice given under any policy or policies the term of which has or have expired prior to the inception date of this policy.
 - e. Any **sexual molestation or sexual abuse wrongful act** that first takes place prior to the retroactive date of this policy.
 - f. Any **insured** who is found by a court of law to have committed a criminal act involving **any sexual molestation or sexual abuse wrongful act**. However, **we** will pay covered **damages** the **named insured** becomes legally obligated to pay as a result of an employee's actions if such obligation is created pursuant to the Idaho Tort Claims Act, another state's similar law or federal law.
 - g. **Damages** or defense costs arising out of any **your** failure to report any **sexual molestation or sexual abuse wrongful act** as required by any applicable federal, state, or local law, ordinance, or regulation.

SECTION XIV –CHEMICAL SPRAYING ACTIVITIES LIABILITY INSURANCE

CLAIMS MADE COVERAGE ONLY

A. Insuring Agreement Applicable to Chemical Spraying Activities Liability Insurance

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Chemical Spraying Activities Liability.** *We* agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, resulting from any **wrongful act** involving **chemical spraying activities**. For this insuring agreement, two or more **claims** arising out of a single **wrongful act** shall be treated as a single **claim**. This insuring agreement only applies if the **wrongful act** first took place on or after the applicable retroactive date as stated in the declarations pages and before the termination of this policy.

B. Definitions Applicable to Chemical Spraying Activities Liability Insuring Agreement

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Chemical Spraying Activities"** means the intended dispersal of herbicides, defoliants, insecticides, pesticides, or other toxic materials approved by the federal government for the eradication of undesirable plant growth, insects or rodents and the mixing, loading, storage, transportation and disposal of such materials.
2. **"Claim"** means a demand received by **you** for money **damages** alleging a **wrongful act** of a tortious nature caused by an **insured**.
3. **"Wrongful Act"** means an act or omission which results in **bodily injury or property damage**. All **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions will be deemed to be a single **wrongful act**, which will be deemed to have occurred at the time the first such related **wrongful act** commenced, whether committed by the same person or two or more persons and without regard to the number of:
 - (a) related **wrongful acts** taking place thereafter;
 - (b) persons affected by related **wrongful acts**;
 - (c) locations where the related **wrongful acts** took place;
 - (d) ICRMP policy periods over which the related **wrongful acts** took place; or
 - (e) Breaches of any legal obligation arising out of any related **wrongful act**, or suspected or threatened related **wrongful act**, or breaches of duty to any person affected by a related **wrongful act**.

C. Specific Conditions to Chemical Spraying Activities Liability Insuring Agreement

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Exception to Absolute Pollution Exclusion.** The insurance afforded by this section constitutes an express exception to the Absolute Pollution Exclusion set forth in the General Exclusions section IV of this policy. As an exception to such exclusion, this coverage stands only to pay legally required **damages** for **bodily injury or property damage** not to exceed the limits of indemnification stated in the policy declarations, and not in any circumstances for natural resource damage **claims** made or penalties or fines imposed pursuant to state or federal law.
2. **Retroactive Date.** All **claims** must take place on or after the applicable retroactive date as shown in the declaration pages of this policy and before the expiration date of this **policy period**.

D. Exclusions to Chemical Spraying Liability Activities Insuring Agreement

The following exclusion are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy. With Respect to Insuring Agreement 1 Chemical Spraying Liability Activities Insurance of this section does not apply to any claim resulting from:

1. Any **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or other covered loss more specifically covered under any other section of this policy.
2. For which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
3. For which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any other policy or policies of insurance.
4. For any **sexual molestation or sexual abuse wrongful act**.

SECTION XV -ENDORSEMENTS

THESE ENDORSEMENTS MODIFY THE POLICY.

PLEASE READ THEM CAREFULLY.

Nothing herein contained in any of the listed endorsements shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which these endorsements are attached other than as stated. All definitions listed in the General Definitions of this Policy apply when not amended within each Endorsement.

#1 POLLUTANTS AMENDATORY ENDORSEMENT

Section V – Property is amended by the following:

A. Insuring Agreement to Pollutants Endorsement

The following insuring agreement is applicable to this Endorsement only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreement is subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. Notwithstanding anything to the contrary contained in the policy to which this endorsement attaches, it is hereby understood and agreed that Section V, Property Insurance, is extended to cover “**pollution cost or expense**” related to an otherwise covered **accident** as covered by section V, Property. This endorsement is limited to \$100,000 per **occurrence** and \$500,000 in the aggregate for multiple **occurrences** per **policy period**.

B. Definitions Applicable to Pollutants Endorsement

The following definition is applicable to this Endorsement only. It may amend a definition located in Section II General Definitions of this policy or Section V Property definitions.

1. “**Pollution Cost or Expense**” means the reasonable and necessary cost **you** incur to clean up, remove and dispose, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of **pollutants** related to any otherwise covered claim as defined in section V Property Insurance. This endorsement will apply whether this cost is incurred due to a request, order, or **suit** by any governmental agency or at the discretion of the **named insured**.

C. Exclusions Applicable to Pollutants Endorsement

The following exclusion is applicable to this Endorsement only. It may amend exclusions located in Section IV General Exclusions of this policy and Section V Property exclusions.

1. This endorsement does not extend to any landfill, transfer station, trash or recycling collection facility or any other facility designed primarily for the collection or transfer of refuse or recycling content, or the **vehicles** and **mobile equipment** associated with any such described location.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

#2 CYBER PRIVACY OR SECURITY EVENT ENDORSEMENT

THIS ENDORSEMENT IS LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF INDEMNIFICATION.

CLAIMS MADE COVERAGE Retroactive Date: October 1, 2015

The following insuring agreements are applicable to this Endorsement only. They may amend insuring agreements located in Section I General Insuring Agreement of the policy to which it is attached. Also, the below listed insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of the policy to which it is attached. The following insuring agreements may also amend Section VIII General Liability Insuring Agreements and Section V Property Insuring Agreements of the policy to which this Endorsement is attached.

- I. Privacy or Security Event Liability and Expense Coverage Agreement.** The following coverages are limited as described herein. **Our** right and duty to defend ends when the applicable limit of indemnification is exhausted in the payment of judgments or settlements, **regulatory penalties, claims expenses, privacy response expenses, PCI-DSS assessments, electronic equipment and electronic data damage, network interruption costs, cyber extortion expenses, cyber extortion monies** and **social engineering financial fraud loss**. This coverage only applies if the **privacy or security event** or **cyber extortion threat** commenced on or after the retroactive date above and before the end of the **policy period** shown in the declarations pages to the policy to which this endorsement is attached, and a **claim** for damages because of the **privacy or security event** is first made against an **insured** during the **policy period**, and **you** give written notice to **us** in accordance with Section IV below.
- A. **Privacy or Security Event Liability.** **We** will pay those sums **you** become legally obligated to pay as damages because of a **privacy or security event**. **We** will have the right and duty to defend an **insured** against any **Suit** seeking such damages. However, **we** will have no duty to defend any **insured** against any **suit** seeking damages to which this coverage does not apply. **We** may at **our** discretion investigate any **privacy or security event** and settle any **claim** that may result.
- B. **Privacy Response Expenses.** **We** will pay for **privacy response expenses** incurred by **you** in connection with a **privacy or security event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to **personal information**.
- C. **Regulatory Proceedings and Penalties.** **We** will pay for **regulatory penalties** an **insured** becomes legally obligated to pay as a result of a **regulatory proceeding** resulting from a **privacy or security event** if notice of the **regulatory proceeding** is received by **you** prior to the end of the **policy period**. **We** will have the right and duty to defend an **insured** against any **regulatory proceeding** to which this coverage applies. **We** may at **our** discretion investigate any **privacy or security event** and settle any **claim** that may result.
- D. **PCI-DSS Assessments.** **We** will pay for **PCI-DSS assessments** for which an **insured** is liable if the **PCI-DSS assessments** are due to noncompliance by the **insured** with PCI Data Security Standards and the noncompliance resulted in a **privacy or security event**.
- E. **Electronic Equipment and Electronic Data Damage.** **We** will pay for **your** damage to, loss of use or destruction of electronic equipment caused by the reprogramming of the software (including the firmware) of such electronic equipment rendering it useless for its intended purpose, the reasonable and necessary expenses to determine whether **electronic data** can or cannot be restored, recollected, or recreated, and the reasonable and necessary expenses to restore, recreate or

recollect **electronic data** for which **you** incur as a result of a **privacy or security event**.

- F. **Network Interruption Costs.** **We** will pay for **business income loss, expenses to reduce loss, extra expenses, and proof of loss preparation costs** which **you** incur after the **waiting hours period** and solely as a result of a **privacy or security event**.
- G. **Cyber Extortion Coverage.** **We** will pay for **cyber extortion expenses** and **cyber extortion monies you** pay as a direct result of a **cyber extortion threat**.
- H. **Social Engineering Financial Fraud.** **We** will pay or reimburse **you** for **social engineering financial fraud losses** from a **social engineering financial fraud event**.
- II. **Deductible.** For each **privacy or security event** and **cyber extortion threat**, **we** will pay only such amounts as are in excess of the deductible amount shown on the declarations pages to the policy to which this endorsement is attached.
- III. **Limits of Indemnification.** The limits of liability shown below establish the most **we** will pay regardless of the number of **privacy or security events, cyber extortion threats**, number of persons affected, claims made, suits or regulatory proceedings brought or individuals or entities making claims or bringing suits or regulatory proceedings.

A. **In General**

The limits of indemnification shown on the declarations pages to the policy to which this endorsement is attached establish the most **we** will pay regardless of the number of **privacy or security events, cyber extortion threats, insureds, claims** made, **suits** or **regulatory proceedings** brought or individuals or entities making **claims** or bringing **suits** or **regulatory proceedings**.

B. **Program Aggregate Limit**

1. All **privacy or security event liability and expense** coverage is subject to a Program Aggregate Limit of \$10,000,000 for each **policy period**. The Program Aggregate Limit is a shared limit among the **named insureds** (including all associated **insureds**) and is the most **we** will pay for all **privacy or security event liability and expense**, including **claim expenses**, for all **named insureds** (including all associated **insureds**) covered under any **policy period**. **Claim expenses** erode the Program Aggregate Limit.
2. If the Program Aggregate Limit is exceeded, the amount recoverable by any **named insured** (including all associated **insureds**) will be reduced pro rata in the same proportion that the loss of the **named insured** (including all associated **insureds**) bears to the total amount of loss of all **named insureds** (including all associated **insureds**).
3. **We** may pay **claims** for **privacy or security event liability and expense** on a provisional basis until all liabilities and expenses for a particular **policy period** are resolved, as determined by **us**. If **we** determine that the Program Aggregate Limit may be exceeded, **we** may delay claims payments until **we** determine that all liabilities and expenses for a **policy period** have been resolved.
4. Once all liabilities and expenses for a **policy period** are resolved, **we** will give notice to all **named insureds** with **claims** of their pro rata share of covered losses. If a **named insured** (including any associated **insureds**) received claims payments in excess of its pro rata share, the **named insured** will remit the excess amount to **us** within thirty (30) days of the date on which **we** give notice. If a **named insured** (including any associated **insureds**) received claims payments that are less than its pro rata share, **we** will remit the deficiency to the

named insured within thirty (30) days of the date on which **we** receive the last payment due from **named insureds** who received claims payments in excess of their pro rata shares.

5. For purposes of the Program Aggregate Limit, “**Privacy or Security Event Liability and Expense**” means all amounts covered under Section I of this Endorsement. Determinations made by **us** relating to the Program Aggregate Limit will be made in **our** sole and absolute discretion.

IV. **Notice to Us**

- A. As a condition precedent to **our** obligations under this coverage, **you** must give written notice to **us** of any **claim** made against an **insured** as soon as practicable, but in no event later than the end of the **policy period**.
- B. As a condition precedent to **our** obligations under this coverage, **you** must give written notice to **us** of any **privacy or security event** or **cyber extortion threat** as soon as practicable and provide all such information relating to the **privacy or security event** or **cyber extortion threat** as **we** may reasonably request.
- C. If during the policy period, **you** become aware of a **privacy or security event** that may reasonably be expected to give rise to a **claim**, including a **regulatory proceeding** or **PCI-DSS assessment**, against an **insured**, **you** must give written notice to **us** of such **privacy or security event** as soon as practicable, but in no event later than the end of the **policy period**. Notice must include:
 1. A specific description of the **privacy or security event**, including all relevant dates;
 2. The names of persons involved in the **privacy or security event**, including names of potential claimants and a specific description of any **personal information** actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
 3. The specific reasons for anticipating that a **claim** may result from such **privacy or security event**;
 4. The specific nature of the alleged or potential damages arising from such **privacy or security event**; and
 5. The specific circumstances by which an **insured** first became aware of the **privacy or security event**.

Any **claim** subsequently made against an **insured** arising out of such **privacy or security event** shall be deemed to be a **claim** made during the **policy period** in which the **privacy or security event** was first reported to **us**.

V. **Exclusions**

This endorsement does not apply to any **claim, suit, regulatory proceeding**, damages, **regulatory penalties, claim expenses, privacy response expenses, PCI-DSS assessments, network interruption costs, electronic equipment and electronic data damage, cyber extortion expenses** or **cyber extortion monies** or **social engineering financial fraud loss**:

- A. For, arising out of, or resulting from **bodily injury** or **property damage**;

- B. For, arising out of, or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion shall not apply:
1. To the extent an **insured** would have been liable in the absence of such contract or agreement; or
 2. To amounts payable as **PCI-DSS assessments**.
- C. For, arising out of, or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended, or any other federal, state, local, foreign or common law rules or regulations involving antitrust, restraint of trade, unfair competition, or false or deceptive or misleading advertising;
- D. For, arising out of or resulting from any actual or alleged false, deceptive, or unfair trade practices; however, this exclusion does not apply to any **claim** or loss covered hereunder that results from a theft, loss or unauthorized disclosure of or access to **personal information**;
- E. For, arising out of or resulting from:
1. The actual or alleged unlawful collection or acquisition of **personal information** by an **insured on your** behalf; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (*i.e.*, opt-in or opt-out) from the collection, disclosure, or use of **personal information**; or
 2. The distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording, or telemarketing is done by an **insured on your** behalf, including actual or alleged violations of:
 - (i.) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (ii.) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (iii.) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA or CAN-SPAM Act of 2003 and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the dissemination, recording, sending, transmitting, communicating or distribution of material or information;
- F. For, arising out of or resulting from any of the following conduct by an **insured**:
1. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;
 2. Any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;

3. Any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;
 4. Any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability, or pregnancy; or
 5. Any actual or alleged violation of the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair Credit Transactions Act (FACTA).
- G. For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by an **insured**; provided, however, this exclusion shall not apply unless there is a final adjudication of such conduct, an admission of such conduct by an **insured**, or in a criminal proceeding a plea of guilty, *nolo contendere*, no contest or any similar plea by an **insured**;
- H. For, arising out of or resulting from any actual or alleged:
1. Infringement of patent or patent rights or misuse or abuse of patent;
 2. Infringement of copyright arising from or related to software code or software products; or
 3. Use or misappropriation of any ideas or trade secrets by a an **insured** or on behalf of, or in collusion with an **insured**;
- I. Arising out of or resulting from any of the following:
1. Trading losses, trading liabilities or change in value of accounts;
 2. Any loss of monies, securities or tangible property of others in the care, custody or control of any **insured**;
 3. Except for **social engineering financial fraud loss event**, the monetary value of any electronic fund transfers or transactions by an **insured** on **your** behalf that is lost, diminished, or damaged during transfer from, to or between accounts; or
 4. The value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged.
- VI. **Definitions.** The following definitions apply to this coverage:
- A. “**Bodily Injury**” means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. **Bodily injury** also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.
 - B. “**Business Income Loss**” means the sum of the following incurred during the **period of indemnity**:

1. Net profits that would have been earned but for the **material interruption** (after charges and expenses, but not including any capital receipts, outlays properly chargeable to capital, and deductions for taxes and profits); and
2. Charges and expenses which necessarily continue (including ordinary payroll).

If there would have been no net profit, **business income loss** means the charges and expenses which necessarily continue less any loss from business operations that would have been sustained had there been no **material interruption**.

- C. “**Claim**” means any demand, **suit** for damages, **regulatory proceeding** or **PCI-DSS assessment** resulting from a **privacy or security event**. All **claims** because of a single **privacy or security event** will be deemed to be a single **claim** and to have been made at the time the first such **claim** is made against an **insured**, regardless of the number of individuals or entities making such **claims** or the time period over which such **claims** are made, even if subsequent **claims** are made after the **policy period**.
- D. “**Claim Expenses**” means:
1. Reasonable and necessary fees charged by attorneys **we** designated to assist with the investigation, adjustment, negotiation, arbitration, defense, or appeal of a **claim**;
 2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense, or appeal of a **claim** and incurred by **us**; and
 3. Premiums on appeal bonds, attachment bonds or similar bonds; however, **we** are not obligated to apply for or furnish any such bond;

Provided, however, **claim expenses** do not include:

1. Any internal salary, administrative, overhead or other related expenses of an **insured** or any charges by an **insured** for time spent cooperating with the investigation and defense of any **claim**;
 2. **privacy response expenses**; or
 3. **PCI-DSS assessments**.
- E. “**Computer System**” means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:
1. Operated by and either owned by or leased to **you**; or
 2. Operated by a third-party service provider and used to provide hosted computer application services to **you** or for processing, maintaining, hosting, or storing **your electronic data** pursuant to a written contract with **you** for such services.
- F. “**Cyber Extortion Expenses**” means all reasonable and necessary costs and expenses which **you** incur as a direct result of a **cyber extortion threat**, other than **cyber extortion monies**.
- G. “**Cyber Extortion Monies**” means any funds, including any cryptocurrency, which **you** pay, with **our** prior written consent, for the purpose of terminating the **cyber extortion threat**.
- H. “**Cyber Extortion Threat**” means a credible threat or series of related credible threats, including, but not limited to, a demand for **cyber extortion monies**, directed at **you** to:

1. Release, divulge, disseminate, destroy or use confidential information taken from an **insured** as a result of a **privacy or security event**;
 2. Introduce malicious code into a **computer system**;
 3. Corrupt, damage or destroy a **computer system**;
 4. Restrict or hinder access to a **computer system**;
- I. "**Electronic Data**" means any data stored electronically on a **computer system**, including without limitation **personal information**.
- J. "**Electronic Equipment and Electronic Data Damage**" means amounts payable by **us** under Section I. E.
- K. "**Expenses to Reduce Loss**" means expenses **you** incur during the **period of indemnity**, over and above normal operating expenses, for the purpose of reducing **business income loss** or shortening the **period of indemnity**.
- L. "**Extra Expenses**" means expenses **you** incur during the **period of indemnity**, other than **expenses to reduce loss**, that would not have been incurred but for a **material interruption**.
- M. "**Material Interruption**" means the actual and measurable interruption or suspension of **your** business directly caused by a **privacy or security event**.
- N. "**Network Interruption Costs**" means amounts payable by **us** under Section I. F.
- O. "**PCI-DSS Assessment**" means any monetary penalty owed by **you** due to **your** noncompliance with Payment Card Industry Data Security Standards under an agreement between **you** and a financial institution or other person enabling **you** to accept credit cards, debit cards, prepaid cards, or other payment cards.
- P. "**Period of Indemnity**" means the period of time beginning after the **waiting hours period** and ending at the earlier of:
1. In the case of a **computer system** operated by and either owned by or leased to **you**, the time **you** restore the **computer system** to the same or similar conditions that existed prior to the time of the **material interruption** (or could have restored access to the **computer system** if **you** exercised due diligence and dispatch); or
 2. In the case of a **computer system** operated by a third-party service provider, the time the service provider restores the **computer system** to the same or similar conditions that existed prior to the time of the **material interruption** (or could have restored access to the **computer system** if the service provider exercised due diligence and dispatch).

The **period of indemnity** shall not be cut short by the end of the **policy period**.

- Q. "**Personal Information**" means an individual's name in combination with one or more of the following:
1. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
 2. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

3. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
4. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, **personal information** does not include information that is lawfully available to the public, including without limitation information lawfully available from an **insured** or any local, state, federal or foreign governmental entity.

R. "**Privacy or Security Event**" means:

1. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to **personal information** in **your** care, custody or control or for which **you** are legally responsible, regardless of whether such **personal information** is maintained in electronic, paper or any other format; or
2. A violation or failure of the security of a **computer system**, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Any **privacy or security event** that is continuous or part of a series of repeated or related **privacy or security events** will be considered to be a single **privacy or security event** and will be considered to have commenced when the first such **privacy or security event** commenced regardless of:

1. The number of individuals or entities engaged in such **privacy or security events**;
2. The number of individuals or entities affected by such **privacy or security events**;
3. The number of locations where such **privacy or security events** occurred; or
4. The number of such **privacy or security events** occurring or period of time over which they occur, even if subsequent **privacy or security events** take place after the **policy period**.

S. "**Privacy Response Expenses**" means the following reasonable and necessary costs incurred by **you** within one year of the discovery of a **privacy or security event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic **personal information** in **your** care, custody or control or for which **you** are legally responsible:

1. For the services of a security expert designated by **us** to determine the scope and cause of a **privacy or security event** and the extent to which **personal information** was disclosed to or accessed by unauthorized persons;
2. For the services of consultants or attorneys designated by **us** to determine **your** obligations, if any, under applicable law to give notice to affected individuals;
3. To notify affected individuals if required by applicable law or if **you** voluntarily elect to give such notice, and for the services of a contractor designated by **us** to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;

4. For the services of a contractor designated by **us** to provide identity theft protection services to affected individuals if **you** elect to provide such services; and
5. For the services of a public relations consultant designated by **us** to avert or mitigate damage to **your** reputation as a result of the **privacy or security event**,

Provided, however, **privacy response expenses** do not include:

1. Any internal salary, administrative, overhead or other related expenses of any **insured** or any charges by any **insured** for time spent cooperating with the investigation and response to any **privacy or security event**;
 2. **claim expenses**;
 3. **PCI-DSS assessments**;
 4. **electronic equipment and electronic data damage**;
 5. **network interruption costs**;
 6. **cyber extortion expenses**; or
 7. **cyber extortion monies**.
- T. “**Proof of Loss Preparation Costs**” means fees and expenses incurred by **you** for the services of a third-party forensic accounting firm to establish and prove the amount of loss, including those costs in connection with preparing a proof of loss. **Proof of loss preparation costs** does not include any fees or expenses for consultation on coverage or negotiation of claims.
- U. “**Property Damage**” means damage to, loss of use of, or destruction of any tangible property; however, **property damage** does not include the loss of use or damage of electronic equipment caused by the reprogramming of the software (including the firmware) of such electronic equipment rendering it useless for its intended purpose. For purposes of this definition, “tangible property” shall not include **electronic data**.
- V. “**Regulatory Penalties**” means any civil fine or civil monetary penalty imposed in a **regulatory proceeding** payable by **you** to the governmental entity bringing the **regulatory proceeding** and any sum of money that an **insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **regulatory proceeding**.
- W. “**Regulatory Proceeding**” means a request for information, civil investigative demand, **suit**, civil investigation, or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity’s regulatory or official capacity.
- X. “**Social Engineering Financial Fraud Event**” means the transfer of money to an account outside **your** control pursuant to instructions made by a person purporting to be an authorized employee, outsourced provider or customer of **yours**, when such instructions prove to have been fraudulent and issued by a person who is not an authorized employee, outsourced provider, or customer of **yours**.
- Y. “**Social Engineering Financial Fraud Loss**” means loss of money directly resulting from a **social engineering financial fraud event**.
- Z. “**Suit**” means a civil proceeding arising out of a **privacy or security event**.

AA. "**Waiting Hours Period**" means the number of hours set forth in the declarations pages of the policy to which this endorsement is attached that must elapse once a ***material interruption*** has begun.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

#3 TERRORISM LIABILITY AMENDATORY ENDORSEMENT

A. Insuring Agreement Applicable to Terrorism Liability Amendatory Endorsement:

The following insuring agreement is applicable to this Endorsement only and amends Insuring Agreement 1 located Section VIII General Liability. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. **We** agree to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** to others because of **bodily injury** or **property damage** caused by an act of **terrorism**.

B. Definition Applicable to Terrorism Liability Amendatory Endorsement:

1. **Terrorism** means an act or series of acts, including the use of force or violence, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organizations, committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

C. Conditions Applicable to Terrorism Liability Amendatory Endorsement:

1. This coverage is sublimited to \$500,000 per **occurrence** and in the aggregate annually;
2. The limits of indemnification shall be reduced by all sums paid by worker's compensation benefits or similar disability law if the claimant is **your** employee or volunteer;
3. This coverage is extended to pay for legally obligated and statutorily allowable costs imposed by state or federal government agencies specifically related to the suppression of fire only if such costs arise out of a covered **occurrence**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

#4 PUBLIC LAND FIRE SUPPRESSION AMENDATORY ENDORSEMENT

A. Insuring Agreements Applicable to Public Land Fire Suppression Liability Amendatory Endorsement

1. Notwithstanding anything to the contrary contained in the policy to which this endorsement attaches, it is hereby understood and agreed that section VIII, General Liability Insurance, is extended to pay for legally obligated and statutorily allowable costs imposed by state or federal government agencies specifically related to the suppression of fire only if such costs arise out of a covered **occurrence**.

B. Conditions Applicable to Public Land Fire Suppression Liability Amendatory Endorsement

1. This coverage is limited to \$500,000 per **occurrence** and in the annual aggregate.

C. Exclusions Applicable to Public Land Fire Suppression Liability Amendatory Endorsement

1. This endorsement does not cover penalties or fines imposed pursuant to state or federal law under any circumstance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated. All other definitions listed in the General Definitions of this Policy apply when not amended within this Endorsement.

#5 ASBESTOS REMEDIATION AMENDATORY ENDORSEMENT

The following insuring agreement is applicable to this Endorsement only and amends Insuring Provision 1 located Section V Property. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

A. Section V does not cover

1. Asbestos removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, **aircraft** impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage, or accidental discharge from automatic fire protective system.
2. Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos.
3. Any governmental direction or request declaring that asbestos present in or part of or utilized on any undamaged portion of an **insured's** property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

#6 – EQUIPMENT BREAKDOWN INSURANCE ENDORSEMENT

Section V – Property is amended by the following:

A. Equipment Breakdown Insurance Endorsement

The following insuring provisions are applicable to this Endorsement only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring provisions are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement. Notwithstanding anything to the contrary contained in the policy to which this endorsement attaches, it is hereby understood and agreed that Section V, Property Insurance, is extended to cover Equipment Breakdown insurance as listed below.

1. When an applicable limit for Equipment Breakdown is shown in the limits of insurance section of the declarations page, this endorsement's intention is to clarify that the peril of **breakdown** is included for **covered equipment**.
2. **Limit of Insurance.** The most **we** will pay for any and all coverages for loss or damage from any **one breakdown** is the applicable limit of insurance shown in the equipment breakdown section of the declarations page.
3. **Equipment Breakdown Coverage Extensions.** The limits for coverage extensions are part of, not in addition to, the limit of insurance for equipment breakdown shown in the declarations page:
 - a. **Spoilage.** This endorsement covers the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:
 - (1) The raw materials, property in process or finished products must be in storage or in the course of being manufactured;
 - (2) **You** must own or be legally liable under written contract for the raw materials, property in process or finished products; and
 - (3) The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.
 - b. This endorsement also covers any necessary expenses **you** incur to reduce the amount of loss under this coverage. **We** will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage endorsement.
4. **Service Interruption.** This endorsement covers loss resulting from the interruption of utility services provided all of the following conditions are met:
 - a. The interruption is the direct result of a **breakdown to insured equipment** owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which **you** receive;
 - b. The **insured equipment** is used to supply electricity, telecommunication services, air conditioning, heating, gas, fuel, sewer, water, refrigeration, or steam to **your premises**; and

- c. The **period of service interruption** lasts at least the consecutive period of time of the waiting period, which is twenty-four (24) hours. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

5. Business Income:

- a. This endorsement covers **your** actual loss of business income that results directly from the necessary total or partial interruption of **your** business caused by a **breakdown**.
- b. This endorsement covers any necessary expenses **you** incur to reduce the amount of loss under this coverage. **We** will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- c. **We** will consider the actual experience of **your** business before the **accident** and the probable experience **you** would have had without the **accident** in determining the amount of its payment.
- d. This coverage continues until the date the damaged property is repaired or replaced.

6. Expediting Costs:

- a. This endorsement covers the reasonable and necessary costs incurred to pay for the temporary repair of insured damage to **insured equipment** and to expedite the permanent repair or replacement of such damaged property caused by a **breakdown**.
- b. This coverage extension does not cover costs:
 - (1) Recoverable elsewhere in this policy; or
 - (2) Of permanent repair or replacement of damaged property.

7. Hazardous Substance:

- a. This endorsement covers any additional expenses **you** incur for the clean-up, repair or replacement or disposal of **insured equipment** that is damaged, contaminated or polluted by a **hazardous substance** caused by a **breakdown**.
- b. As used here, additional expenses mean the additional cost incurred over and above the amount that **we** would have paid had no **hazardous substance** been involved with the loss.

8. Ammonia Contamination. This endorsement covers the spoilage to **insured equipment** contaminated by ammonia, including any salvage expense caused by a **breakdown**.

9. Water Damage. This endorsement covers the damage to **insured equipment** by water including any salvage expenses caused by a **breakdown**, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

10. Consequential Loss. This endorsement covers the reduction in the value of undamaged **stock** parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

11. Electronic Data and Media. This endorsement covers **your** cost to research, replace or restore damaged **electronic data** and **media** including the cost to reprogram instructions used in any computer equipment if the loss is caused by a **breakdown**.

12. **CFC Refrigerants.** This endorsement covers the additional cost to repair or replace **insured equipment** because of the use or presence of a refrigerant containing CFC (chlorinated fluorocarbon) substances if the loss is caused by a **breakdown**. This means the additional expense to do the least expensive of the following:
- (a) Repair the damaged property and replace any lost CFC refrigerant;
 - (b) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
 - (c) Replace the system with one using a non-CFC refrigerant.
13. **Computer Equipment.** This endorsement covers for direct damage to **computer equipment** that is damaged by a **breakdown** to such equipment.

B. Definitions Applicable to Equipment Breakdown Insurance Endorsement

The following definition is applicable to this Endorsement only. It may amend a definition located in Section II General Definitions of this policy or Section V Property definitions.

1. **"Breakdown"**

- a. Means the direct physical loss resulting from one or more of the following items that causes damage to **insured equipment** and necessitates its repair or replacement, unless such loss or damage is otherwise excluded within this section:
 - 1. Failure of pressure or vacuum equipment;
 - 2. Mechanical failure including rupture or bursting caused by centrifugal force;
 - 3. Electrical failure including arcing;
 - 4. Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by **you**, or operated under **your** control;
 - 5. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - 6. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment;
- b. Does not mean or include:
 - 1. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
 - 2. Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to insured equipment;
 - 3. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 - 4. Damage to any vacuum tube, gas tube or brush;

5. Damage to any structure or foundation supporting the insured equipment or any of its parts;
 6. The functioning of any safety or protective device; or
 7. The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.
2. **“Computer Equipment”** means property that is electronic computer or other electronic data processing equipment, including media and peripherals used in conjunction with such equipment.
3. **“Insured Equipment”**
- a. Means:
 - (1) Equipment built to operate under internal pressure or vacuum other than weight of contents;
 - (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and
 - (3) Communication equipment and computer equipment.
 - b. Does not mean or include any:
 - (1) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum.
 - (2) Insulating or refractory material, but not excluding the glass lining of any **insured equipment**;
 - (3) Nonmetallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;
 - (4) Catalyst;
 - (5) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
 - (6) Structure, foundation, cabinet or compartment supporting or containing all or part of the **insured equipment** including penstock, draft tube or well casing;
 - (7) **Vehicle, aircraft**, self-propelled equipment or floating vessel, including any **insured equipment** that is mounted upon or solely with any one or more vehicle(s), **aircraft**, self-propelled equipment or floating vessel;
 - (8) Dragline, excavation or construction equipment including any **insured equipment** that is mounted upon or solely used with any one or more dragline(s), excavation, or construction equipment;
 - (9) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, nonelectrical cable, chain, belt, rope, clutch plate, brake pad or non-metal part or any part or tool subject to periodic replacement; or
 - (10) Equipment or any part of such equipment manufactured by **you** for sale; or
 - (11) Power and gas generation utility equipment.

4. **“Hazardous Substance”** means any substance other than ammonia that has been declared to be hazardous to health by a government agency. Ammonia is not considered to be a **hazardous substance** as respects this limitation.
5. **“One Breakdown”** means if an initial **breakdown** causes other **breakdowns**, all will be considered **one breakdown**. All **breakdowns** at any one **premises** that manifest themselves at the same time and are the direct result of the same cause will be considered **one breakdown**.
6. **“Stock”** means merchandise held in storage or for sale, raw materials, property in process or finished products, including supplies used in their packing or shipping.

C. Conditions Applicable to Equipment Breakdown Insurance Endorsement

The following condition is applicable to this Endorsement only. It may amend exclusions located in Section IV General Exclusions of this policy and Section V Property exclusions.

1. **Suspension.** On discovery of a dangerous condition, **we** may immediately suspend machinery breakdown insurance on any machine, vessel, or part thereof by giving written notice to **you**. The suspended insurance may be reinstated once the dangerous condition is resolved.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

#7 ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

The following insuring agreement is applicable to this Endorsement only. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

A. INSURING AGREEMENT APPLICABLE TO ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

The following insuring agreement is applicable to this Endorsement only. The below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions, Section III General Conditions, and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. **We** agree to pay **defense costs** for attorney fees incurred by **us** to obtain an opinion of legal counsel regarding the appropriateness of a proposed termination of employment of **your** employee(s) provided **you** first notify **us** of the proposed termination during the **policy period** and prior to such termination; and
2. The amounts payable under this endorsement are in addition to the defense costs limits stated within the declarations page of the policy to which this Endorsement is attached.

B. DEFINITIONS APPLICABLE TO ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

The following definitions are applicable to this endorsement only. They may amend definitions located in Section II General Definitions of this policy.

1. **Defense costs** means costs **we** pay to **our** approved attorneys for attorney fees and related expenses. **Defense costs** will not include the salary, additional wages or costs of any employee of an **insured**.

C. LIMITS OF INSURANCE APPLICABLE TO ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

1. We agree to pay up to \$2,500 in **defense costs** per termination considered not to exceed \$50,000 in the aggregate for all attorney consultations per **policy period**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

#8 ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

A. INSURING AGREEMENT APPLICABLE TO ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

The following insuring agreement is applicable to this Endorsement only. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. We will reimburse **costs** incurred by **you** from the use of **active assailant response resources** resulting from an **incident** as defined herein, which first occurs during the **policy period**.

B. DEFINITIONS APPLICABLE TO ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

The following definitions are applicable to this Endorsement only. They may amend definitions located in Section II General Definitions of this policy.

1. **Active assailant response resources** mean any of the following used by **you** during the **incident**. This includes:
 - a) Public Relations Firm,
 - b) Crisis Management Firm,
 - c) Psychological counselling,
 - d) Environmental clean-up team,
 - e) Salvage and recovery clean up team,
 - f) Funeral expenses.
2. **Costs** means fees used to hire the services of **active assailant response resources**.
3. **Incident** means an event involving an assailant using a **weapon** and takes place on **your** business operation premises. However, for the purpose of this endorsement, the lawful actions of your employees or volunteers or elected officials or of a member of the security services or law enforcement officers when engaged in the line of duty, in the prevention of (or attempt to prevent) an **incident** shall not of itself be considered to be an **incident** within this meaning.
4. **Weapon** means firearms, explosive devices, knives, medical instruments, and corrosive substances.

C. LIMITS OF INSURANCE APPLICABLE TO ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

1. The limit of insurance for specified **costs** related to **active assailant response resources** is \$50,000 per **incident** and \$100,000 in the aggregate during one **policy period**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

ICRMP

Multi-Lines

Insurance Policy

This Policy of Insurance is issued by ICRMP for all public entity Members to be effective 12:01 A.M., October 1, 2023 for one-year thereafter, unless sooner terminated, for all continuing Members pursuant to and consistent with the Joint Powers Subscribers Agreement approved by the ICRMP Board of Trustees to be effective for the policy year beginning at the time above stated.

If **you** utilize an independent insurance agent, we pay **your** agent a fixed percentage of the member contribution **you** pay us that is included in **your** member contribution. This compensation is to encourage independent agents to recommend ICRMP to public entities and to compensate agents for their services. If **you** have questions regarding this compensation, please contact **us**.

**VEHICLE INSURANCE IDENTIFICATION CARD
STATE OF IDAHO**

Idaho Counties Risk Management Program, Underwriters
3100 Vista Avenue, Suite 300, P.O. Box 15249
Boise, Idaho 83715

This Certificate may be used in lieu of the original Contract of Liability Insurance to demonstrate the current existence of liability insurance while such contract is in effect.

**THIS POLICY COVERS ALL VEHICLES
OWNED OR LEASED.**

Policy Number: 43A02097100123 contains minimum liability insurance to meet the requirements of Idaho Code, Section 49-245.

EFFECTIVE DATES: NAME AND ADDRESS OF INSURED:
October 1, 2023 City of Ketchum
Continuous PO Box 2315
Until Cancelled Ketchum, ID 83340

**KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES
AND MUST BE PRESENTED UPON DEMAND**

CLAIMS AGENT:
Idaho Counties Risk Management Program, Underwriters
P.O. Box 15249
Boise, Idaho 83715
Phone: (208) 336-3100 FAX: (208) 336-2100

**VEHICLE INSURANCE IDENTIFICATION CARD
STATE OF IDAHO**

Idaho Counties Risk Management Program, Underwriters
3100 Vista Avenue, Suite 300, P.O. Box 15249
Boise, Idaho 83715

This Certificate may be used in lieu of the original Contract of Liability Insurance to demonstrate the current existence of liability insurance while such contract is in effect.

**THIS POLICY COVERS ALL VEHICLES
OWNED OR LEASED.**

Policy Number: 43A02097100123 contains minimum liability insurance to meet the requirements of Idaho Code, Section 49-245.

EFFECTIVE DATES: NAME AND ADDRESS OF INSURED:
October 1, 2023 City of Ketchum
Continuous PO Box 2315
Until Cancelled Ketchum, ID 83340

**KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES
AND MUST BE PRESENTED UPON DEMAND**

CLAIMS AGENT:
Idaho Counties Risk Management Program, Underwriters
P.O. Box 15249
Boise, Idaho 83715
Phone: (208) 336-3100 FAX: (208) 336-2100

**VEHICLE INSURANCE IDENTIFICATION CARD
STATE OF IDAHO**

Idaho Counties Risk Management Program, Underwriters
3100 Vista Avenue, Suite 300, P.O. Box 15249
Boise, Idaho 83715

This Certificate may be used in lieu of the original Contract of Liability Insurance to demonstrate the current existence of liability insurance while such contract is in effect.

**THIS POLICY COVERS ALL VEHICLES
OWNED OR LEASED.**

Policy Number: 43A02097100123 contains minimum liability insurance to meet the requirements of Idaho Code, Section 49-245.

EFFECTIVE DATES: NAME AND ADDRESS OF INSURED:
October 1, 2023 City of Ketchum
Continuous PO Box 2315
Until Cancelled Ketchum, ID 83340

**KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES
AND MUST BE PRESENTED UPON DEMAND**

CLAIMS AGENT:
Idaho Counties Risk Management Program, Underwriters
P.O. Box 15249
Boise, Idaho 83715
Phone: (208) 336-3100 FAX: (208) 336-2100

**VEHICLE INSURANCE IDENTIFICATION CARD
STATE OF IDAHO**

Idaho Counties Risk Management Program, Underwriters
3100 Vista Avenue, Suite 300, P.O. Box 15249
Boise, Idaho 83715

This Certificate may be used in lieu of the original Contract of Liability Insurance to demonstrate the current existence of liability insurance while such contract is in effect.

**THIS POLICY COVERS ALL VEHICLES
OWNED OR LEASED.**

Policy Number: 43A02097100123 contains minimum liability insurance to meet the requirements of Idaho Code, Section 49-245.

EFFECTIVE DATES: NAME AND ADDRESS OF INSURED:
October 1, 2023 City of Ketchum
Continuous PO Box 2315
Until Cancelled Ketchum, ID 83340

**KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES
AND MUST BE PRESENTED UPON DEMAND**

CLAIMS AGENT:
Idaho Counties Risk Management Program, Underwriters
P.O. Box 15249
Boise, Idaho 83715
Phone: (208) 336-3100 FAX: (208) 336-2100

SUMMARY OF ICRMP PUBLIC Entity POLICY CHANGES
October 1, 2023 through September 30, 2024

A. SECTION II, GENERAL DEFINITIONS

Item 1: A. (22.) *Personal Injury* – CLARIFY

Removed duplicitous terms already contained within “bodily injury” definition, as this removes ambiguity. (Page 4)

Item 2: A. (24.) *Pollutants* – CLARIFY

Added to the definition to include “PFAS” or Perfluoroalkyl and Polyfluoroalkyl Substances are considered a pollutant. (Page 4)

Item 3: A. (30.) *Terrorism* – CLARIFY

Amended the definition to align with program reinsurers to mirror within the policy issued to ICRMP members as this removes ambiguity. (Page 5)

B. SECTION III, GENERAL CONDITIONS

Item 1: A. (4.) *Cancellation* – CLARIFY

Added language to explain the premium refund to the member in the event of a cancellation. (Page 8)

Item 2: A. (6.) *Deductibles* – CLARIFY

Amended language to include how a percentage deductible will apply to a covered loss, as well as how the deductible(s) apply to a loss. (Page 9)

C. SECTION IV, GENERAL EXCLUSIONS

Item 1: A. (2.) *Asbestos, Dioxin, Polychlorinated Biphenyls or PFAS* – REDUCTION

Added PFAS (Perfluoroalkyl and Polyfluoroalkyls Substances) to this exclusion to remove coverage for claims related to PFAS. Additionally, expanded language to match that of reinsurers (Page 15)

Item 2: A. (3.) *Bids or Estimates* – REDUCTION

Added wording “or failure to comply with bid statutes” to align with intent of exclusion (Page 15)

Item 3: A. (9.) *Course and Scope* – CLARIFY

Removed language surrounding malice and criminal intent as its own stand-alone exclusion to remove ambiguity. (Page 16)

Item 4: A. (10.) *Criminal and Malicious Acts* – REDUCTION

Added exclusion to not cover claims resulting from an act performed with malice or criminal intent. This language was previously found in the Course and Scope exclusion and is now an exclusion on its own. (Page 16)

Item 5: A. (17.) *Fungi* – REDUCTION

Expanded the exclusion to match reinsurers exclusion language to ICRMP. (Page 18)

Item 6: A. (18.) *Hostile or Warlike* – REDUCTION

Expanded the exclusion to match reinsurers exclusion language to ICRMP. (Page 18-19)

Item 7: A. (26.) *Library Materials* – REDUCTION

Added exclusion for claims stemming from allegations of materials accessed through a library, claimed to be harmful to a minor, or in violation of any section contained in Idaho Code Title 18, Chapter 15, or any other local, state or federal law or rule. Included in this exclusion are claims brought for enforcement or compliance with state law pertaining to duties. (Page 20)

Item 8: A. (31.) *Silica* – REDUCTION

Expanded the exclusion to match reinsurers exclusion language to ICRMP. (Page 22)

D. SECTION V. PROPERTY INSURANCE

Item 1: Property Insurance – CLARIFY

Updated “limit of indemnification” to “limit(s) of insurance” (Throughout)

Item 2: Property Insurance A. 1. (2) *Debris Removal* – REDUCTION

The sublimit for debris removal is now whichever is lesser, instead of greater (Page 23)

Item 3: Property Insurance A. 1. (3) *Increased Cost of Construction* – REDUCTION

The sublimit is reduced to \$2,500,000 per occurrence (Page 23-24)

Item 4: Property Insurance A. 1. (5) *Operational Disruption Expense* – REDUCTION

The sublimit is reduced to \$500,000 per occurrence (Page 24)

Item 5: Property Insurance A. 1. (6) *Property in the Course of Construction* – REDUCTION

The sublimit is reduced to \$1,000,000 per occurrence (Page 25)

Item 6: Property Insurance A. 1. (7) *Protection and Preservation of Property* – REDUCTION

Sublimited to \$250,000 per occurrence, where it was not previously sublimited (Page 25)

Item 7: Property Insurance A. 1. (8) *Valuable Papers and Records* – REDUCTION

The sublimit is reduced to \$250,000 per occurrence (Page 25-26)

Item 8: Property Insurance A. 7. *Property in Transit* – REDUCTION

The sublimit is reduced to \$250,000 per occurrence. Amended language to include coverage for insured property while being transported by others on the named insureds behalf. ICRMP will be secondary to any insurance available to those transporting the property. (Page 26)

Item 9: Property Insurance A. 9. *Inadvertently Omitted Property* – REDUCTION

Removed coverage for Inadvertently Omitted Property. (Page 26)

Item 10: Property Insurance A. 9. *Newly Acquired Property* – REDUCTION

The sublimit is reduced to \$1,000,000 per occurrence. (Page 26-27)

Item 11: Definitions 3. *Cosmetic Damage* – CLARIFY

Added a definition to match that of the reinsurer to the program. (Page 27)

- Item 12: Definition B. 4. – Coverings and Roof-Mounted Equipment - CLARIFY**
Amended definition to align with that of the reinsurer to the program. (Page 27)
- Item 13: Definition B. 10. – Lease Interest - CLARIFY**
Amended definition to apply only to buildings and structures. (Page 28)
- Item 14: Definition B. 11. – Net Lease Interest - CLARIFY**
Amended definition to apply only to buildings and structures. (Page 28)
- Item 15: Definition B. 21. – Wind - CLARIFY**
Added definition of Wind, to mean gust or sustained wind 50 mph or more. (Page 29)
- Item 16: Conditions 2. – Borrowed Vehicles from Other Public Entities - CLARIFY**
Added condition that vehicles borrowed from other entities, for less than 90 days, need not be listed on the schedule of values.. (Page 29)
- Item 17: Conditions 4. – Deductibles - REDUCTION**
Amended to better explain how deductibles are applied to the limit of insurance and not the overall loss, including percentage deductibles. (Page 29-30)
- Item 18: Property Deductibles – Flood Type 2 - REDUCTION**
The deductible for Flood Type 2 is increased to \$50,000 per covered occurrence. (Page D-2)
- Item 19: Property Deductibles – Gymnasium Flooring - REDUCTION**
A new deductible for water damage to Gymnasium Flooring is added at 20% of the loss per covered occurrence. (Page D-2)
- Item 20: Conditions 4. e. – Gymnasium Floor - REDUCTION**
Explains when Gymnasium Floor deductible is applicable. (Page 30)
- Item 21: Property Deductibles – Hail - REDUCTION**
A new deductible for Hail is added at 5% of the loss per covered occurrence. (Page D-2)
- Item 22: Conditions 4. f. – Hail - REDUCTION**
Explains when Hail deductible is applicable. (Page 30)
- Item 23: Property Deductibles –Weight of Snow - REDUCTION**
A new deductible for Weight of Snow is added at 10% of the loss per covered occurrence. (Page D-2)
- Item 24: Conditions 4. g. –Weight of Snow - REDUCTION**
Explains when Weight of Snow deductible is applicable. (Page 30)
- Item 25: Property Deductibles – Wind - REDUCTION**
A new deductible for Wind is added at 5% of the loss per covered occurrence. (Page D-2)
- Item 26: Conditions 4. g. – Wind - REDUCTION**
Explains when Wind deductible is applicable. (Page 30)
- Item 27: Property Deductibles – Earthquake - REDUCTION**
The deductible for Earthquake is increased to \$50,000 per covered occurrence. (Page D-2)

Item 28: Property Deductibles – Hail - REDUCTION

A new deductible for hail damage to insured property is added at 5% of the loss per covered occurrence. (Page D-2)

Item 29: Condition C. 5. – Earthquake - CLARIFY

Amended this condition to clarify how the overall sublimit of earthquake coverage will apply if multiple members are impacted in one Earthquake. Earthquake limit is now shared between public entities, public education and colleges. (Page 30-31)

Item 30: Condition C. 6. – Flood - CLARIFY

Amended this condition to clarify how the overall sublimit of flood coverage will apply if multiple members are impacted in one Flood. Flood limit is now shared between public entities, public education and colleges. (Page 31)

Item 31: Property Limits of Insurance – Pipes or Fittings Failure - CLARIFY

Added this sublimit for Pipes or Fittings Failure at \$100,000 per occurrence. (D-2)

Item 32: Condition C. 7. – Pipes or Fittings Failure - CLARIFY

Added this condition to explain how a sublimit for Pipes or Fittings Failure applies. (Page 31)

Item 33: Condition C. 8. – Schedule of Values - REDUCTION

Amended this condition to explain what must be listed on the schedule of values for coverage to extend, and that if an item is listed that is excluded in the language of the policy, no coverage exists. Where previously, mobile equipment items less than \$100,000 needn't be listed individually, now that threshold is \$25,000 (Page 31-32)

Item 34: Condition C. 9. a. – Valuation of Loss, Contents - REDUCTION

Added this condition to clarify that the most we shall pay for loss or damage to contents inside or associated with a building or structure is up to the value of contents per location as listed on the schedule of values you have on file with us. Also added valuations clause for most we will pay will not exceed the lesser of the options listed. (Page 32)

Item 35: Condition C. 9. b. – Valuation of Loss, Mobile Equipment, Vehicles, etc - REDUCTION

Amended item to clarify section as to when replacement cost or actual cash values will be used depending on the purchase date of the insured property. Additionally, limited the amount payable to 110% of the stated value for that insured property using actual cash valuations. (Page 32-33)

Item 36: Condition C. 9. j. – Valuation of Loss, All Other Insured Property - REDUCTION

Amended this condition to clarify that we shall not pay for loss or damage in excess of 110% of the stated value per location as listed on the schedule of values you have on file with us. This applies to every building and structure, regardless of the value placed on the location. We removed condition C. 8. k., as that is no longer applicable. (Page 34-35)

Item 37: Condition C. 11. – Wind - REDUCTION

Added this condition to explain how the sublimit for wind damage claims will be applied, and how a loss in excess of the public entity program aggregate will be divided among affected members. (Page 35)

Item 38: Exclusion D. 2. g. – *Ground Water Seepage* - REDUCTION

Amended this exclusion to not provide coverage for physical damage caused by water or other liquid under the ground surface pressing on, or flowing or seeping through. (Page 37)

Item 39: Exclusion D. 2. h. – *Cosmetic Damage* - REDUCTION

Added new exclusion to not provide coverage for physical damage to insured property coverings and roof-mounted equipment, where the damage is only cosmetic. (Page 37)

Item 40: Exclusion D. 2. i. – *Sprinkler System Cessation* - REDUCTION

Added new exclusion to not provide coverage for physical damage to insured property, where the damage is caused by fire in which the fire suppression system or sprinkler system has been out of service or otherwise intentionally caused to cease operation. (Page 37)

Item 41: Exclusion D. 4. a. – *Service Animals* - BROADEN

Increased limit for your service animals from \$25,000 to \$30,000 per occurrence. (Page 37)

Item 41: Exclusion D. 4. i. – *Canal Tunnels* - REDUCTION

Amended exclusion to clarify intent to exclude “canal tunnels”. (Page 37)

E. SECTION VI – CRIME INSURANCE

Item 1: Insuring Agreement A. 4. – *Notary Public*– CLARIFY

Amended this insuring agreement to remove “Policy in Lieu of Public Officials Surety Bond”. No change has been made to coverage; rather, we removed this language because there’s no need for an insuring agreement for the Public Officials Surety Bond, as the Crime Insurance provided is “in lieu of” the Bond. Instead, the only item remaining here is coverage for Notary Public and is the same as it was in prior year. (Page 39)

F. SECTION VIII – GENERAL LIABILITY

Item 1: Exclusion C. 1. t. – *Prescribing Medication* – REDUCTION

Added this exclusion to clarify that claims involving the prescription of medication are not covered. (Page 50)

G. SECTION IX, LAW ENFORCEMENT LIABILITY INSURANCE

Item 1: Definition B. 1. – *Personal Injury* – CLARIFY

Amended this definition to remove components that are found in the definition of Bodily Injury, as Bodily Injury is included in the definition already. (Page 51)

H. SECTION XII, EMPLOYMENT PRACTICES LIABILITY INSURANCE

Item 1: Exclusion D. 1. f. – *Bodily Injury* – BROADEN

Amended this exclusion to exclude bodily injury instead of personal injury. (Page 58)

I. SECTION XV, ENDORSEMENTS

Item 1: #1 Pollutants Amendatory Endorsement. – CLARIFY

Amended the name of the endorsement to better communicate this endorsement's coverage.
(Page 64)

Item 2: #2 Cyber Privacy or Security Event Endorsement. – REDUCTION

Placed sublimits of \$500,000 on Privacy Response Expenses, Regulatory Proceedings & Penalties and PCI-DSS Assessments, where they were previously included in the overall \$1,000,000 limit.

(Pages D-2; 65-74)

Member Billing Contact:

Trent Donat
 City of Ketchum
 PO Box 2315
 Ketchum, ID 83340

Invoice Date: 9/1/2023
Invoice Number: 02097 - 2024 - 1
Policy Period: 10-1-23 to 9-30-24
Policy Number: 43A02097100123

Insurance Billing

DESCRIPTION
10/1/2023 - 9/30/2024 Policy Year Annual Premium: \$172,922.00 Minimum Due 10/15/2023: \$86,461.00 Balance Due 4/15/2024: \$86,461.00
For proper application, please do not combine other payments with your premium remittance.

Please Detach and Submit with Payment

City of Ketchum
 PO Box 2315
 Ketchum, ID 83340

Make Checks Payable to:

ICRMP
 PO Box 15116
 Boise, ID 83715

Invoice Date:	9/1/2023
Invoice Number:	02097 - 2024 - 1
Due Date:	10/15/2023
Minimum Due:	\$86,461.00
Amount Paid:	

Write Amount Paid Here

Address Corrections? Please make changes on the back of this form and enclose with your payment.

Please fill in new contact information below:

Name

Title

Address

City

State

Zip Code

Office Phone #

Email Address



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24017

To: 2428 ICRMP BOX 15116 BOISE ID 83715	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	INSURANCE PREMIUMS 01-4150-4600	108,922.00	108,922.00
1.00	INSURANCE PREMIUMS 63-4340-4600	32,000.00	32,000.00
1.00	INSURANCE PREMIUMS 65-4350-4600	32,000.00	32,000.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			172,922.00

 Authorized Signature

JOINT POWERS SUBSCRIBER AGREEMENT

Idaho Counties Risk Management Program, Underwriters

This *JPA* is entered into pursuant to Idaho Code, Sections 67-2326 through 67-2333, by political subdivisions of the state of Idaho as defined by the Idaho Tort Claims Act, as subscribers to counterparts of this *JPA*, for the purpose of operating a separate legal entity to be known and designated as the Idaho Counties Risk Management Program, Underwriters, hereinafter referred to as “*ICRMP*”. *ICRMP* is a reciprocal insurer organized under Idaho Code, Title 41, Chapter 29.

It is agreed among the *members* of *ICRMP*, all of which have accepted this *JPA* or a prior counterpart, that by virtue of accepting the terms of this version of the Joint Powers Subscriber Agreement, hereinafter referred to as “*JPA*”, by approving a prior counterpart and subsequently renewing participation after changes to a prior counterpart have been implemented by the Board of Trustees or by paying a premium of insurance as billed, as follows:

Whereas political subdivisions of the State of Idaho have the authority to purchase liability insurance for themselves and their employees pursuant to Idaho Code § 6-923 and to contract for property and other insurance coverage as they deem necessary or proper pursuant to Idaho Code § 67-2328; and

Whereas it is to the mutual benefit of political subdivisions to join together to establish the legal entity created by this *JPA* to accomplish the purposes hereinafter set forth; and

Whereas the laws of the State of Idaho authorize the formation of what has been classified as a reciprocal insurer by political subdivisions without abrogating any privileges or immunities accorded to them by law; and

It is agreed in consideration of the mutual advantages, obligations and benefits to each political subdivision and the mutual covenants herein contained, the members of *ICRMP*, with the consent and concurrence of the subscribing political subdivision:

ARTICLE I. DEFINITIONS.

As used in this *JPA*, the following terms shall have the respective meanings hereinafter set forth:

- (1) ***Board***. The Board of Trustees of *ICRMP*, which shall serve as the Subscribers’ Advisory Committee, as such is required by Idaho Code Title 41, Chapter 29.
- (2) ***Executive Director***. The person designated by the *Board* to exercise the authority and to fulfill the duties of the chief administrative officer of *ICRMP*.
- (3) ***ICRMP***. The Idaho Counties Risk Management Program, Underwriters, a pooled insurance and risk management program established pursuant to the statutes of this state as an

independent Idaho governmental entity and licensed as a reciprocal insurer pursuant to Idaho Code Title 41, Chapter 29.

- (4) **JPA.** This agreement more formally known as the Joint Powers Subscriber Agreement, wherein political subdivisions agree to participate in the insurance and related risk management offerings as a result of that insurance of **ICRMP** as set forth by the **Board**.
- (5) **Members.** The political subdivisions, which qualify and agree to the terms of this **JPA** or such **JPA** as revised upon approval by the **Board** from time to time.

ARTICLE II. ESTABLISHMENT, PURPOSE, FINANCING AND DURATION OF ICRMP.

This **JPA** is intended to continue the organization and operation of **ICRMP** into future years upon the foundation laid by prior joint powers agreements. This **JPA** supersedes all prior **ICRMP JPAs** and will become effective for all **members** on the date identified in the footer of this version of the **JPA** upon acceptance of the tender of continued participation offered during the annual renewal process in which a policy of insurance is issued. Changes to the **JPA** are deemed accepted either by express action by the governing board or by renewing participation in **ICRMP** by paying the determined premium for the policy of insurance issued for a succeeding year.

- (1) It is the intent of the **members** of **ICRMP** to create a separate entity of unlimited duration that will administer an insurance and related risk management program and use funds paid by **members** to defend and indemnify, in accordance with this **JPA** and issued policy(ies) of insurance, any **ICRMP members** against liability or loss as described in the issued policy of insurance, up to the limits of the policy of insurance issued by or procured through **ICRMP**.
- (2) All income and assets of **ICRMP** shall be at all times dedicated to the ultimate benefit of its **members** in matters of insurance and related risk management programs, inclusive of matters not directly addressed by **ICRMP** issued policies.
- (3) It is the intent of the **members** that **ICRMP members** share the costs of insurance and related risk management obligations which the **members** desire to implement.
- (4) Participation in **ICRMP** shall be comprised of those political subdivisions that have approved this **JPA** or one of its prior iterations and that have agreed to pay the required premium for the issued policy of insurance. **Members** agree to the admission of future **members** in accordance with provisions of the current **JPA** and acknowledge that they shall have no right to object to the addition of such **members**. The **Board**, or the **Executive Director**, as delegated by the **Board**, is authorized to attach conditions to entry into **ICRMP** membership or to maintenance of membership in **ICRMP** in the interest of protecting the shared interests of participating **members**. Such conditions may include premium surcharges, coverage limitations, reductions of limits or other methods designed to reduce risk exposure or to protect the shared interests of other **ICRMP members**.

ARTICLE III. ATTORNEY-IN-FACT POWERS, EXPENSES AND DUTIES.

- (1) To the extent required by Idaho Code Title 41, Chapter 29, and not inconsistent with applicable constitutional and statutory obligations and prerogatives, *member* hereby appoints *ICRMP*, as its Attorney-in-Fact empowered to take all actions and execute all documents which are necessary or appropriate in carrying on the business of insurance through *ICRMP* on behalf of *member*.
- (2) *Member* agrees that the *Board* of *ICRMP* may delegate powers to an *Executive Director* in accordance with this *JPA*. The *Executive Director's* obligations and liability shall be limited by the terms and conditions of *ICRMP's JPA* and by the Idaho Tort Claims Act. The *Executive Director* appointed by the *Board* is hereby empowered by the undersigned to accept service of process on behalf of *ICRMP*. Such authorization does not supersede the procedural requirements of this *JPA*. The general services to be performed by the *Executive Director* shall include, but not be limited to:
- (a) issuing, underwriting and servicing policies of insurance;
 - (b) contracting with agents for sale and servicing of policies of insurance;
 - (c) executing treaties of reinsurance or contracts of excess insurance;
 - (d) providing risk management services and administering programs to diminish claims for damages; and
 - (e) supervising the investment policy of *ICRMP*.
- (3) The general items of expense to be paid by *ICRMP* shall include, but not be limited to:
- (a) losses and claims payments;
 - (b) allocable claims expense;
 - (c) governmental charges, license fees, and lawful taxes;
 - (d) expenses incurred in auditing *ICRMP's* books and records;
 - (e) premium amount collection costs;
 - (f) *Board* expenses;
 - (g) premiums on reinsurance and excess insurance;
 - (h) fees of investment counsel and direct investment expense;
 - (i) salaries and expenses of officers and employees of *ICRMP*;
 - (j) disbursement of dividends;
 - (k) special expenses authorized by the *Board* of *ICRMP*;
 - (l) broker and producer commissions;
 - (m) indemnity insurance premiums;
 - (n) office expenses;
 - (o) actuarial, auditing, legal, risk management and loss prevention expenses, and
 - (p) awarding grants to *members*.
- (4) The Power of Attorney conveyed herein shall expire upon termination of all obligations of *ICRMP*. The liability of each *member* for the obligations of *ICRMP* shall be an individual, several and proportionate liability and not a joint liability. The liability of each *member* shall be limited as stated in this *JPA* provided, however, that in no event shall any *member* be

required to contribute more than the amount authorized by applicable state statutes and constitutional provisions pursuant to which **ICRMP** is established.

ARTICLE IV. SCOPE OF POLICY OF INSURANCE.

- (1) In accordance with Idaho Code § 41-2921, **member** acknowledges that its policy of insurance transfers risk of loss from the **member** to **ICRMP** subject to the terms, conditions and exclusions addressed by its issued policy of insurance.
- (2) **Member** acknowledges that not all risks are insurable and that any excluded risks or claims will not be transferred to **ICRMP** as a result of this **JPA**.
- (3) In the event that a claim or a series of claims exceeds the amount of coverage provided by the **member's** policy of insurance, payment of claims and expenses are the sole and separate obligation of the individual **member** or **members** against whom the claim was made resulting from litigation or settlement. No **member** shall be entitled to a contribution from other **members** to cover the cost of claims that exceed the coverage or limits of its policy of insurance, or are not covered by its policy of insurance.

ARTICLE V. ICRMP POWERS AND DUTIES.

The powers of **ICRMP** to perform and accomplish the purposes set forth above shall be to:

- (1) Employ agents, employees and independent contractors.
- (2) Purchase, sell, own, encumber and lease real property; to incur obligations on behalf of **ICRMP** to the extent permitted by Idaho statutes and the Idaho Constitution; and to purchase, sell, or lease equipment, machinery, and personal property.
- (3) Invest funds.
- (4) Carry out educational and other programs relating to risk management, including the prerogative to offer discounts or credits upon demonstrating compliance with standards for **Board** approved risk reduction methods or plans.
- (5) Create, collect funds for, and administer an insurance and related risk management program.
- (6) Purchase excess insurance and/or reinsurance to supplement the self-insured retention.
- (7) Provide property and casualty insurance, risk management, underwriting, claims adjustment, training, and consultation, or to contract for such services, including the defense and settlement of claims, subject to specific limitations and/or restrictions, imposed and adopted by the **Board**.

- (8) Carry out such other activities as are necessarily implied or required to carry out the purposes of *ICRMP*, even though such undertakings might not be known at the time of entering into this *JPA* or might not be included within the specific powers enumerated in this article.
- (9) Sue and be sued.
- (10) Enter into contracts.
- (11) Reimburse **Board** members for approved expenses incurred in attending to Board responsibilities.
- (12) Provide security, insurance or bonds regarding the official responsibilities of all officers, Board members and employees of *ICRMP*.
- (13) Borrow funds with approval by the **Board** as necessary for current operating purposes, so long as repayment is achieved before the conclusion of the subsequent fiscal year.
- (14) Establish terms and conditions of initial or continued membership in *ICRMP*.

ARTICLE VI. MEMBERS' RIGHTS AND OBLIGATIONS - DISPUTE RESOLUTION PROCEDURES.

Warranty of Eligibility – Each *member* authorizing participation in *ICRMP* by approval of this *JPA* and execution by an authorized official hereby warrants that it is a political subdivision of the state of Idaho as defined by the Idaho Tort Claims Act and thereby eligible to be a *member* of *ICRMP*. By such warranty each *member* consents to its immediate separation from *ICRMP* participation upon discovery that it is not a qualifying political subdivision. Each *member* also agrees that it will indemnify *ICRMP* for any loss *ICRMP* may suffer by virtue of the inapplicability of privileges and immunities otherwise available to political subdivisions of the state of Idaho by virtue of the mischaracterization of any *member* as a qualified Idaho political subdivision.

- (1) An individual *member* of *ICRMP*, acting through their respective governing boards, shall have the right to:
 - (a) Petition the **Board** to be heard as described below.
 - (b) Request withdrawal of participation. *Members* recognize that *ICRMP* is managed for long-term participation and that *JPA*s that support *ICRMP* operation are of one-year or longer duration. Consequently, withdrawal during the course of a policy of insurance year may be subject to additional financial obligation for the *member* as determined by the **Board**.
 - (c) After its membership in *ICRMP* exceeds one year, to nominate, recommend or vote concerning selection of a representative to serve on the **Board**.

(2) The obligations of *members* of *ICRMP* shall be as follows:

- (a) To pay promptly all premiums of insurance to *ICRMP* at such times and in such amounts as shall be established by the *Board* pursuant to this *JPA*. Any delinquent payments may incur interest, penalties or other financial consequences as determined by resolution of the *Board*.
- (b) To allow *ICRMP*'s agents and employees reasonable access to all premises and records of the *member*, required for the administration of *ICRMP*.
- (c) To cooperate fully with *ICRMP*'s attorneys, claims adjusters and any other employee or officer of *ICRMP* in activities relating to the purposes and powers of *ICRMP*.
- (d) To make good faith efforts to follow the safety, loss reduction, risk management, and loss prevention recommendations made by *ICRMP*.
- (e) To provide *ICRMP* no less frequently than annually, or in accordance with the issued policy of insurance, with information demonstrating the value of insured real and personal properties.
- (f) To utilize procedures regarding a dispute over the application of the terms of the *JPA* or insurance coverage, prior to communicating such dispute to a state or federal administrative agency or official, or prior to initiating legal or equitable proceedings against *ICRMP*. *Members* expressly agree to follow the dispute resolution procedures as described in this *JPA* before filing any claim in law or equity against *ICRMP* or any *ICRMP* employee or *Board* member in any court or before a regulatory agency. *Member* expressly agrees that failure to exhaust the internal dispute resolution procedures described in this *JPA* constitutes a material breach of this *JPA*. *Member* agrees that *ICRMP* may enforce this provision. A *member* that pursues any action or proceeding against *ICRMP* in court or before a regulatory agency agrees to reimburse *ICRMP* its reasonable costs and attorney fees incurred in defense of any such suit or administrative proceeding if the matter has not first been brought to the *Board* pursuant to the dispute resolution procedure as described in this *JPA*. The restrictions contained in this subsection may be waived only upon written agreement of the *Board*.

(3) The procedure of dispute resolution shall be:

- (a) Filing a written statement by the *member* stating the specific basis for disagreement. All written statements must be sent to the *Executive Director* prior to *Board* involvement. Such filing shall be followed by a conference with the *Executive Director*, in person or by electronic means, to attempt to resolve the dispute. The *Executive Director* shall respond to the *member* in writing not more than ten (10) business days after the conference. Such written response shall set forth the basis of the *Executive Director*'s decision concerning the matter.

- (b) Following receipt of the *Executive Director's* written response, *member* may request review of the determination of the *Executive Director* by the *Board*. Any such request shall be made in writing, setting forth the specific basis for the request and the particular reasons for disagreement with the determination of the *Executive Director*.
- (c) The *Board* may hear an oral presentation, not in excess of one hour, by the *member* governing board, or its attorney, or resolve the matter based upon the written request for review. The *Board* will have the option of obtaining a response from *ICRMP* staff. The *Board* shall issue its decision in writing within thirty (30) days of the oral presentation by the *member* or review of the written request for review or reconsideration, unless the *Board* determines good cause to extend the time for issuing its decision. The *Board* may consult with its staff, legal advisers and/or consultants. The written decision of the *Board* shall be final. Until a final decision is made pursuant to the procedures set forth in this Article, no *member* may initiate or institute legal or equitable actions against *ICRMP*, its officers, or employees, arising out of the application of the *JPA*. No claim or complaint shall be initiated by a *member* before a state or federal administrative agency or official without completing the dispute resolution procedure set forth herein.
- (d) The *Board* reserves the right to vary the foregoing procedures as necessary to accommodate the interests of *ICRMP*, its *members*, or others with an interest in the just resolution of differences regarding application of the *JPA* or insurance coverage.

ARTICLE VII. PREMIUM OF INSURANCE.

The *Board* shall institute methods to establish annual or periodic premium of insurance amounts for *members*. *ICRMP* may change such amounts charged to any *member* from year to year to reflect changes in *ICRMP* operating costs, changes in risk resulting from operational changes, changes in property values or ownership, reevaluation of operating risks, *member* conduct, or refusal to participate in safety, loss prevention, or risk management programs, or for other reasons established by the *Board*. Conversely, *ICRMP* may offer premium discounts to any *member* that faithfully participates in loss prevention, risk management, and safety programs or for other reasons established by *ICRMP*. Each *member's* premium for the policy of insurance amount shall be calculated in accordance with rate determination methods approved by the *Board* for any policy of insurance year. It is agreed that the *Board's* rate determination will not be inadequate, excessive, or unfairly discriminatory, relative to the assessable risk of each *member* as determined by the *ICRMP Board*. *Members* acknowledge that rate-setting involves risk and exposure assumptions that rely upon the professional judgment of the *Board* and its staff and advisors. No *member* may be further assessed during a policy of insurance year unless in response to a material change in property or activities not disclosed or addressed at the time of annual renewal. Additional premium for the policy of insurance amounts may be charged when changes are made to covered property or activities during the course of a policy of insurance year. *ICRMP* reserves the right to condition continued participation by any *member* upon compliance with specific performance requirements, payment of modified deductible amounts and such other measures as *ICRMP* deems necessary or appropriate. *ICRMP* reserves, the right to cancel or refuse to renew insurance coverage, in accordance with Idaho law.

ARTICLE VIII. BOARD OF TRUSTEES – ELECTION, APPOINTMENT AND REMOVAL.

The **Board** shall be comprised of nine (9) elected public officials, six (6) of whom shall be county commissioners, two (2) city mayors, and one (1) special purpose district governing board member. The electoral/appointive boundaries for the **Board** shall be organized as follows as long as they are **members** of this **JPA**:

- (1) County District I: Counties of Boundary, Bonner, Kootenai, Benewah and Shoshone.
- (2) County District II: Counties of Latah, Clearwater, Nez Perce, Lewis and Idaho.
- (3) County District III: Counties of Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore, and Owyhee.
- (4) County District IV: Counties of Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls and Cassia.
- (5) County District V: Counties of Bingham, Power, Bannock, Caribou, Oneida, Franklin and Bear Lake.
- (6) County District VI: Counties of Lemhi, Custer, Clark, Fremont, Butte, Jefferson, Madison, Teton and Bonneville
- (7) Region I: Mayor of a city from within Districts I, II, and III.
- (8) Region II: Mayor of a city from within Districts IV, V and VI.
- (9) Special District Member: Elected official of any **member** other than a county or city, selected by a vote of the **Board**, chosen from nominees submitted by elected officials for **member** Special Districts.

Each member of the **Board** shall serve for a period of two (2) years, or until a successor is elected or appointed. Four (4) members of the **Board** (even-numbered County Districts and the Region II seat) shall be elected for two (2) year terms in the final months of odd-numbered years, while another five (5) members of the **Board** (odd-numbered County Districts and the Region I seat plus the Special District Member) shall be elected/appointed for two (2) year terms in the final months of even-numbered years. The **Executive Director** shall administer the election process so as to allow election results to be canvassed by the **Board** prior to undertaking official **Board** business in the succeeding calendar year. The respective boards of county commissioners of each **member** county may vote for their District **member** of the **Board**; governing boards of cities may vote for regional City representatives; and Special District **member** candidates may be nominated by governing boards of **member** Special Districts. Incumbent **Board** trustees may qualify for inclusion on a subsequent election ballot by expressing a desire to do so in writing to the **Executive Director**. Ballots must be received by **ICRMP** at a time and place specified by the **Executive Director**. Each trustee of the **Board** shall serve from the date of the first **Board** meeting in the year succeeding

his/her election/appointment through the conclusion of his/her term unless re-elected/reappointed. Should any seat on the **Board** become vacant, the **Board** may fill such vacancy for the remainder of the former official's term by appointment of another official.

At any time during the term of a trustee, such trustee may be removed by either of two (2) methods. The first method by which an elected trustee may be removed is by **Board** receipt of a declaration of no confidence by the governing boards of the previously voting **member** entities equal to at least one-half (1/2) plus one of the number of votes received by the trustee when the trustee was most recently elected to the **Board**.

The second method is a vote by a majority of members of the **Board**, excluding the trustee that is the subject of the declaration. After a majority vote, the **Board** shall submit a declaration to the trustee's constituent electors, stating the reasons therefore.

Any trustee holding an appointive or *ex-officio* non-voting position may be removed by majority vote of the **Board**.

ARTICLE IX. POWERS AND DUTIES OF THE BOARD OF TRUSTEES.

The **Board** shall have the following powers and duties to:

- (1) Annually elect a chair and vice-chair.
- (2) Establish procedures for determining premium amounts for policies of insurance for **members**.
- (3) Establish the insurance and risk management program design.
- (4) Select an **Executive Director**, to supervise the business of **ICRMP** and carry out other functions delegated by the **Board** and the **Executive Director** may in turn select all personnel and contractors necessary for the administration of **ICRMP**.
- (5) Establish a schedule for **Board** meetings and set a place for such meetings. All Idaho law applicable to public meetings shall be observed. A majority of seated trustees (as opposed to unfilled seats) shall constitute a quorum to do business. All decisions of the quorum shall require a majority vote of the trustees present and voting at a meeting, unless otherwise required by law.
- (6) Exercise all powers of **ICRMP**, except powers reserved to the **members**.
- (7) Adopt, and oversee **ICRMP's** budget.
- (8) Receive reports concerning **ICRMP** activities and to make reports to the **members**.

- (9) Provide for underwriting, claims and risk management procedures.
- (10) Provide for the investment and disbursement of funds.
- (11) Enact resolutions establishing procedures governing its own conduct and the powers and duties of its officers, not inconsistent with this *JPA* and applicable provisions of law.
- (12) Approve all *ICRMP* internal policies.
- (13) Form committees and determine the method of appointment and terms of members of committees.
- (14) Submit to *members* an amended *JPA* upon adoption and at the date of periodic renewal, for re-adoption, express acceptance, or payment of a premium for a policy of insurance by *members*.
- (15) Dissolve *ICRMP* when *Board* action is accompanied by a two-thirds (2/3) vote of the entire then-current *members*, provided that a notice of intent to dissolve *ICRMP* shall be given to the Director of the Department of Insurance of the State of Idaho at least ninety (90) days prior to the proposed effective date. Like notice of such intent shall be provided to all *members* at least thirty (30) days before any such vote regarding dissolution in compliance with title 41, Idaho Code and other applicable statutes. Assets remaining after discharge of its indebtedness and policy of insurance obligations, the return of any surplus made and the return of any unused premium, savings or credits then standing on *members* accounts, shall be distributed to its *members* who were such within the twelve (12) months prior to the last termination of its certificate of authority, according to such reasonable formula as the Director of the Department of Insurance may approve pursuant to Idaho law.
- (16) Appoint or remove non-voting *ex-officio* members of the *Board*.
- (17) Do or delegate all acts necessary and proper for the implementation of this *JPA*.
- (18) Maintain available funds in amounts reasonably sufficient to annually provide the resources necessary to fund *ICRMP's* general and administrative expenses, any reinsurance or excess insurance requirements, to pay the current year's claims and claims expenses and to sustain the financial stability of *ICRMP*, in addition to funds necessary to meet *ICRMP's* obligation to satisfy the requirements of any regulatory authority.
- (19) Approve all non-renewals or cancellations of policies of insurance.

ARTICLE X. LIABILITY OF BOARD TRUSTEES and EMPLOYEES

The *Board* trustees of *ICRMP* must use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. *Board* trustees shall not be personally liable for any mistake of judgment or other action made, taken, or omitted by them in

good faith; nor for any action taken or omitted by any producer, agent, employee, or independent contractor selected with reasonable care. No **Board** trustee shall be personally liable for any action taken or omitted by any other trustee. The assets of **ICRMP** may be used to defend and indemnify any trustee, officer, or employee for actions taken by each such person in good faith within the scope of his or her authority for **ICRMP**. **ICRMP** may purchase insurance providing coverage for trustees, officers, and employees.

ARTICLE XI. VOLUNTARY MEMBER WITHDRAWAL.

Any **member** may request withdrawal from this **JPA**, by giving notice to the **Executive Director**, in writing, of its desire to withdraw. Any **member** may withdraw from **ICRMP** within thirty (30) days after the date that **ICRMP** gives notice in writing of an amendment to this **JPA** or its accompanying policy of insurance by tendering to the **Executive Director** written notice of its intent to withdraw. A voluntarily withdrawing **member** shall be deemed to have forfeited any claim of right or equity to any portion of **ICRMP** reserves or surplus or to any credit or dividend, should any be declared by the **Board** and will be deemed a cancellation request of the currently issued policy of insurance.

ARTICLE XII. BINDING CONTRACTUAL OBLIGATION.

This document shall constitute a **JPA**, a binding contract, among those political subdivisions that are **members** of **ICRMP**. The terms of this **JPA** may be enforced in court by **ICRMP** itself or by any of its **members** subject to the terms and conditions of applicable laws and this **JPA**. The consideration for the duties herewith imposed upon the **members** to take certain actions and to refrain from certain other actions is based upon the mutual promises and agreements of the **members** set forth herein. **Member** asserts that it has complied with relevant laws and that it waives its ability to object to the binding nature of this **JPA** by virtue of informalities in its approval. Except to the extent of the premium for the policy of insurance paid to **ICRMP** agreed to, or such additional obligations as may come about through amendments to this **JPA**, no **member** agrees or contracts herein to be held responsible for any claims in tort or contract made against any other **member**. The contracting parties intend in the creation of **ICRMP** to establish an organization for joint insurance and related risk management only within the scope herein set out and have not herein created as between **member** and **member** any relationship of general surety or indemnitor, nor by participating herein does any **member** otherwise assume responsibility for the debts of or claims against any other **member**.

ARTICLE XIII. DISTRIBUTION OF PROPERTY, FUNDS AND SUPPLIES UPON DISSOLUTION OF ICRMP.

In the event that **ICRMP** is dissolved, all property or assets acquired by **ICRMP** shall be liquidated in a manner permissible by law, and the proceeds of such liquidation shall be disbursed to the then-current **members** at a rate proportionate to each **member's pro rata** share of the cumulative premium of insurance paid to **ICRMP** for the most recent five (5) fiscal years. Said determination

of net asset distribution shall be by the **Board** subject to application of the business judgment rule under Idaho law.

ARTICLE XIV. SEVERABILITY.

In the event that any article, provision, clause or other part of this **JPA** is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions, clauses, applications or occurrences, and this **JPA** is expressly declared to be severable.

ARTICLE XV. MISCELLANEOUS PROVISIONS

- (1) The provisions of this **JPA** shall be interpreted pursuant to the laws of the State of Idaho.
- (2) The parties hereto consent that courts in the State of Idaho shall have jurisdiction over any dispute arising under this **JPA** after exhaustion of the dispute resolution procedures provided for herein.
- (3) No waiver of any breach of this **JPA** or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
- (4) In the event that any provision of this **JPA** is in conflict with or is incompatible with the **member's** policy of insurance issued hereunder, the terms and conditions of the **member** policy of insurance shall prevail and take precedence.
- (5) This **JPA** may be modified or amended in writing as authorized by the **Board**. Provided, however, no such modification shall be effective retroactively, or as to any insurance or coverage issued prior thereto. Said modifications may be made effective during a policy of insurance year only to comply with applicable laws respecting operation of **ICRMP** or with express consent of the **member**. Changes may be made to the policy of insurance issued by **ICRMP** at any time during the policy year in accordance with rules or statutes governing the business of insurance within the State of Idaho.
- (6) **Member** agrees to hold **ICRMP**, its employees, contractors, and/or legal counsel, harmless and without liability to **member** from any claims arising out of risk management or related administrative activities undertaken for **member's** benefit. **ICRMP** assumes no responsibility for the operation of **member's** political subdivision. **Member** further agrees that communications with attorneys on the **ICRMP** staff or retained by **ICRMP** to assist a **member** to resolve or avoid claims will remain confidential pursuant to the Attorney-Client privilege and that written materials generated as a consequence of such effort to assist **member** shall constitute attorney work product. **Member** further agrees that the employees, contractors and/or legal counsel of **ICRMP** when acting in a risk management capacity are representing

ICRMP, not **members**, and that information obtained in such risk management capacity may be provided to **ICRMP** in order to carry out the purposes of this **JPA**.

- (7) All notices required to be given under this **JPA** shall be delivered in writing. Notices by a **member** to **ICRMP** shall be sent to **ICRMP'S** principal place of business. Notices to any **member** shall be sent to the **member's** last known address. In the event that any party to this **JPA** desires to change its address, notice of change of address shall be sent to the other party by United States Mail, or e-mail to intake@icrmp.org.
- (8) Other procedural requirements may be established by applicable state law. Additionally, nothing contained in this **JPA** shall prohibit the **ICRMP Board** from adopting procedural standards or guidelines for the conduct of **Board** business or from authorizing administrative policies to guide **ICRMP's** internal affairs.
- (9) Confidentiality - **ICRMP** agrees to keep **member** information received confidential under the law of the state of Idaho or federal law. However, in cases of electronic breach of confidential information of a **member** or of **ICRMP**, it is agreed that **ICRMP** may share **member** confidential information with any governmental entity that will attempt to terminate, alleviate, or rectify the electronic breach, as well as to any appropriate state or federal law enforcement agency.
- (10) This **JPA** shall be automatically renewed, annually or periodically, consistent with **Board** established policy of insurance terms, absent withdrawal, cancellation or nonrenewal.

ARTICLE XVI. EXECUTION AND ATTEST.

In Witness hereof, this *JPA* is executed on the ____ day of _____ 20____, by the undersigned who are duly authorized officer(s) of the political subdivision indicated below and by *ICRMP*, pursuant to action taken by the governing Board of the *member* on the ____ day of _____ 20____ or by payment of the required premium of insurance. Such payment of premium for the policy of insurance, execution upon this *JPA* or upon execution of a prior counterpart accompanied by continuing renewal shall constitute agreement by the political subdivision to the terms and conditions of membership in *ICRMP* until proper written notice of withdrawal is provided as provided herein, or upon cancelation or nonrenewal of insurance under Idaho law.

POLITICAL SUBDIVISION: _____

By: _____
CHAIRMAN OF THE BOARD, MAYOR, OR OTHER
EXPRESSLY AUTHORIZED OFFICER

Title: _____

Attest/Witness: _____
CLERK OR OTHER AUTHORIZED OFFICER

ACCEPTED FOR THE IDAHO COUNTIES RISK MANAGEMENT
PROGRAM, UNDERWRITERS (ICRMP)

By: _____
EXECUTIVE DIRECTOR



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The city installed three new pedestrian rapid flashing beacons for the bike path on Warm Springs last year. The city has received positive feedback regarding the level of illumination to drivers when activated.
- The city has also received feedback from the public that there is a low compliance level with bikers pushing the activation button. Staff installed training signs in the spring to encourage pushing the button but has not seen an increase in compliance.
- Staff is recommending the installation of a sensor system on both sides of the crosswalk that can be set up in a custom manner to trigger the crosswalk lights without having to push the button. The vendor has physically visited the site and has assured the avoidance of false-positive for those coming from or headed to Lewis Street on the bike path.
- Pricing determined by “piggybacking off” State of Washington Master Contract 04616, as Idaho did not offer negotiated contract, we could use for the parts needed.
- Installation to be done by City staff and electrician.

Sustainability Impact:

Financial Impact:

Attachments:

- | |
|--|
| 1. CT Johnson Quote |
| 2. Purchase Order 24019 |
| 3. Email – Details and Product Description |
| 4. Sensor Specifications Sheet |



Quotation

CT NORTHWEST (dba of KAR-GOR INC)
 PO BOX 54, TILLAMOOK, OR 97141
 503-315-9899 (FAX 503-315-9913)
 DAVID SHAHON dauids@kargor.com

Date 9/27/2023
 Quotation # **MAY-23-019 REV**
 Quote Good For: 30 days

Quotation For
 Jade Riley
 CITY OF KETCHUM
jriley@ketchumidaho.org

Quotation valid until: 10/27/2023
 Prepared by: David

Comments or Special Instructions

Please note: Quoted pricing is effective for 30 days from date of quote. After 30 days, please contact us for updated pricing. CT Northwest does not guarantee pricing more than 30 days. Final pricing will be determined upon release for shipment. We apologize for this inconvenience, but our costs are currently highly erratic and we must base our sell price on our purchase prices. Thanks for understanding.

AGENCY	INTERSECTION (ARTERIAL / SIDE STREET)	BID DATE
CITY OF KETCHUM	WOOD RIVER TRAIL CROSSING @ WARM SPRINGS RD	
FREIGHT		TERMS
FOB JOBSITE	CONTRACT # 04616	NET 30 DAYS

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	PN: 7250-195	FLIR TRAFIONE 195	\$ 1,851.74	\$ 3,703.48
2	PN: 7250-187	FLIR POE INTERFACE (ONE PER SENSOR) (PN: 10-7320)	\$ 358.02	\$ 716.04
2	PN:2285-411	5 AMP, 48V POWER SUPPLY, BREAKER, FUSE, KIT ON DIN RAIL	\$ 211.34	\$ 422.68
1	PN: SUPPORT	SITE SETUP AND TRAINING	\$ 600.00	\$ 600.00
		** CAT6 CABLE NOT INCLUDED IN PRICE QUOTE		
		** LEAD TIME IS APROX 60-90 DAYS UPON RECEIPT OF PURCHASE ORDER		
		WSDOT DES FEE AT 0.76%		\$ 41.36

CREDIT CARD ORDERS WILL INCURE A 3% SURCHARGE TO THE INVOICED AMOUNT

Subtotal	\$ 5,483.56
Tax Rate	\$ -
TOTAL	\$ 5,483.56

NOTE: STATE LAB FEES & SALES TAX NOT INCLUDED.

IT IS THE RESPONSIBILITY OF THE CUSTOMER TO SEND ANY ITEMS THAT REQUIRE TESTING TO THE STATE LAB
 THIS IS A QUOTATION ON THE GOODS NAMED, SUBJECT TO CT NORTHWEST STANDARD TERMS AND CONDITIONS.
 TO ACCEPT THIS QUOTATION, PLEASE REMIT PURCHASE ORDER TO CT NORTHWEST.

May 2023 edition



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24019

To: 6095 CT NORTHWEST PO BOX 54 TILLAMOOK OR 97141	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
09/29/2023	BANCONA	BANCONA	Administration	0	

Quantity	Description	Unit Price	Total
1.00	CROSSING SENSOR EQUIP. WOODRIVER&W 03-4193-9930	5,483.56	5,483.56
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		5,483.56

 Authorized Signature

From: David Shahon <davids@kargor.com>
Sent: Friday, August 25, 2023 11:49 AM
To: Trent Donat <TDonat@ketchumidaho.org>
Cc: Jade Riley <jriley@ketchumidaho.org>
Subject: RE: Thank you and Follow-up Questions

Hi Trent,

I am not surprised that radar is not working for a pedestrian crossing. Radar gets too many reflections and false artifacts that does not work for pedestrians. We have seen radar fail in the past and this is not new. We sell radar, but not for this application.

The thermal sensor is similar to a camera in that it looks in a direction and you can see what it is looking at. We can set up detection points, zones, by direction, area and size. We can ignore small objects, like a dog or bird, we can place directional arrows to track and identify where they are going. On the north side of the warm springs crossing, there is a challenging area because people walk around the curve, then either turn or go straight across, this will take some finesse, but I think the directionality will work and help reduce any false calls if someone's intention is to stay on the sidewalk.





A little hard to draw in a 2d drawing the area of focus, but hopefully those pictures give you some idea. The sensor has a 95 degree field of view, so very wide angle view.

On this page on our website there are some pedestrian detection videos – just scroll down the page to find them:

<https://www.ct-grp.com/videos>

The quoted amount is for 2 sensors, power supplies, installation, etc. The only item not included is CAT6 wire. We also do not have a bucket truck or that type of install, we need someone to mount the system, then we help them aim and configure. Your city maintenance people can help with the install.

We are approved by ITD on their QPL, but there is no other buying program, etc.

This product has a 2 year warranty.

Thanks,

David Shahon
CT - Northwest
Pacific Northwest Regional Sales Manager
PO Box 54
Tillamook, OR 97141

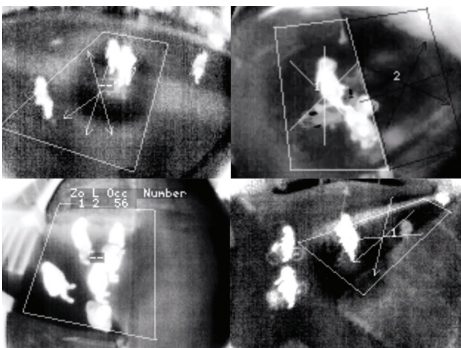


SMART CITY SENSOR

TRAFIONE

TrafiOne is an all-round detection sensor for traffic monitoring and dynamic traffic signal control. Offered in a compact and affordable package, the TrafiOne uses thermal imaging and Wi-Fi technology to adapt traffic signals based on the presence detection of vehicles, bicycles and pedestrians, while also generating high resolution data at intersections and in urban environments. As a result, TrafiOne helps traffic engineers improve traffic flows, monitor congestion, enhance safety for vehicles and vulnerable road users, collect data, and measure travel and delay times for different transport modes.

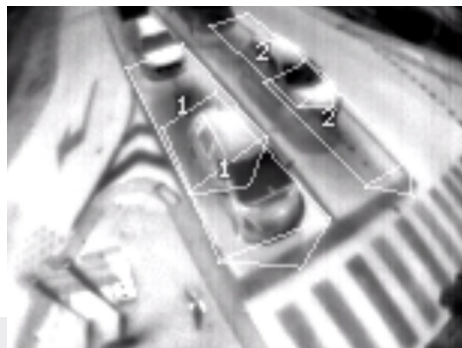
www.flir.com/Traffic



Thermal Imaging Sensor

TrafiOne allows for more dynamic control of traffic signals 24/7.

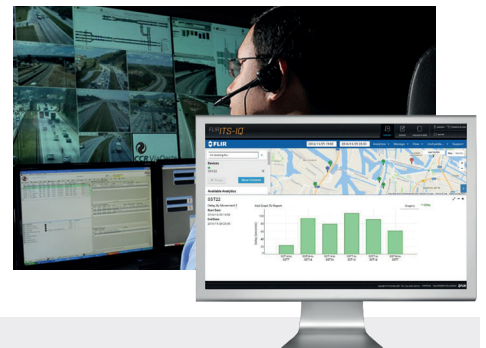
- Sees traffic in total darkness, through shadows and sun glare
- Detects the presence of vehicles and bicyclists at the stopbar
- Detects pedestrians and bicyclists in the crossing or on the curb
- Connects to traffic signal controller via dry contact outputs or TCP/IP network communication



Wi-Fi Technology

Secure wireless communication allows for quick and easy configuration of detection zones.

- Monitors Mac addresses of Wi-Fi enabled devices, such as smartphones
- Determines travel and route times along road segments
- Measures queue delay times at intersections via Wi-Fi signal strength



FLIR ITS-IQ

TrafiOne information is processed using cloud-based data analysis.

- FLIR ITS-IQ provides critical understanding of road network performance
- Smart analytics transform information into useful traffic insights
- User-friendly dashboard lets traffic engineers generate reports and take measures, when needed

TECHNICAL SPECIFICATIONS

System Overview	
Functionalities	Curbside and on-crossing pedestrian and bicycle presence detection Visual HD streaming video (optional license) Stopbar vehicle and bicycle presence detection (optional license) Wi-Fi monitoring (optional license) Pedestrian counting (optional license)
# detection zones	8 vehicle presence zones 8 pedestrian presence zones
Configuration	Web page via secure Wi-Fi or Ethernet
Thermal Sensor	
Resolution	160 x 120
Frame rate	9 FPS
Detector type	Focal Plane Array (FPA) uncooled VOx microbolometer LWIR sensor, 8 to 14 μm wavelength
Streaming Video	RTSP
Compression	H.264, MPEG-4
Visual Sensor	
Resolution	1080 x 1920 HD color CMOS
Frame rate	30 fps
Lens HFOV	95°
Streaming Video	RTSP
Compression	H.264, MPEG-4, MJPEG
Housing	
Material	Aluminum housing with PC GF10 sunshield
Bracket	PA GF30 mounting clamps and aluminum tube
Power, outputs, communication	
Input power	12 – 42 V AC/DC
Power consumption	Average 6 Watt, peak 7 Watt
Outputs	1 N/O and 1 N/C dry contacts direct 16 N/C dry contacts via TI BPL2 or TI BPL2 EDGE interface
Ethernet	10/100 MBps
PoE	PoE A and PoE B
Powerline Communication	Up to 2 MBps via TI BPL2 or TI BPL2 EDGE interface
Wi-Fi	IEEE 802.11 type b,g,n EIRP < 100mW
Environmental	
Shock & Vibration	NEMA TS2 specs
Materials	All weatherproof UV-resistant
IP Rating	IP67
Temperature range	-40°C to +60°C / -40°F to +140°F /
FCC	FCC part 15 class A
Regulatory	
EU Directives	EMC 2014/30/EU, RoHS 2011/65/EU

Product specific	TrafiOne 195	TrafiOne 156
Part number	10-7070	10-7075
HFOV	95°	56°
Detection distance (depending on installation height)	vehicle & bicycle presence: 0 - 20m, 0 - 65.6ft pedestrian & bicycle presence: 0 - 12m, 0 - 39ft	vehicle & bicycle presence: 10 - 35m, 33 - 115ft pedestrian & bicycle presence: 10 - 25m, 33 - 82ft
Installation height	3.5 - 6m / 11.4 - 19.6ft	5.5 - 8m / 18 - 26ft

Specifications are subject to change without notice. For the most up-to-date specs, go to www.flir.com

CORPORATE HEADQUARTERS
FLIR Systems, Inc.
27700 SW Parkway Ave.
Wilsonville, OR 97070
PH: +1 877.773.3547

FLIR ITS
Hospitaalweg 1B
B-8510 Marke
Belgium
PH: +32 (0)56 37 22 00

www.flir.com
NASDAQ: FLIR

Equipment described herein may require US Government authorization for export purposes. Diversion contrary to US law is prohibited. Imagery for illustration purposes only. Specifications are subject to change without notice. ©2018 FLIR Systems, Inc. All rights reserved. (Created 10/18)

18-1976-ITS_US



The World's Sixth Sense®



City of Ketchum

STAFF REPORT

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Purchase Order #24018 for a not to exceed amount of \$2,400 to assist in the price of lowering the pickleball fence at Atkinson Park. The WR Pickleball Alliance will pay \$5,000 towards the cost of the work.

Summary of Procurement Process:

Bidder	Bid Price
Sawtooth Wood Products	\$7,400

Low Bid Contractor	Bid Price	Budget Account/Number
Sawtooth Wood Products	\$7,400	01-4193-9930

Background (if necessary):

- The WR Pickleball Alliance will pay \$5,000 and the city will pay \$2,400 for the work to be done in the Spring of 2024

Sustainability Impact:

None.

Attachments:

- Sawtooth Wood Products Quote
- Purchase Order # 24018

PROPOSAL SAWTOOTH

— WOOD PRODUCTS & EQUIPMENT —
Pride in Workmanship

Contractor # RCE-45774
775 S Main St
Bellevue, ID 83313
Phone (208) 788-4705
www.logproducts.com

Quote # Q000004507
DATE: September 27, 2023

Submitted To: Tom Bowman Pickle Ball Courts Ketchum, ID 83340	For: Tom Bowman Project or Service Description: Chain- link fencing Job Name: Tennis Courts Job Location: Ketchum pickleball courts, Ketchum, ID Phone: (208) 309-2550 E-mail: tombowman011@gmail.com
---	--

Architect:

Date of Plans:

We hereby submit specifications and estimates for:	AMOUNT
Revised chain-link fence proposal	
Remove 11 sections of chain-link fencing from the east side of the pickleball courts and replace them with 5 new 4' tall sections on the left side and 5 new 4' sections on the right side leaving 1 section open in the middle for access to the courts.	
We will be re-using the top rail of the fence section that is removed for the top rail of the new section adding new wire and hardware to the new section.	\$6,700.00
Install one new black chain-link gate.	\$700.00
TOTAL	\$7,400.00

Payment to be made as follows:

REGARDING FENCE INSTALLATIONS: Please do not water lawn 2-3 days prior to fence installation. Owner is responsible for designating fence location. Sawtooth Wood Products is not responsible for damage to underground sprinkler pipe. Owner to secure building permit when applicable.

If you have any questions concerning this proposal, contact me at (208) 788-4705

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this proposal. Our workers are fully covered by Workman's Compensation Insurance.

NOTE: This proposal may be withdrawn by us if not accepted within 14 days.

Signature: _____

Date of Acceptance: _____

Photo Release Disclosure: Sawtooth Wood Products & Equipment ("SWP") may take and use before, during and after photographs and/or install a time-lapse camera taking pictures of the project at your residence. All photographs taken and/or time-lapse videos made by SWP



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24018

To: 3725 SAWTOOTH WOOD PRODUCTS, INC. 775 S. MAIN STREET BELLEVUE ID 83313	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	PICKLEBALL FENCE 01-4193-9930	2,400.00	2,400.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		2,400.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve:
1. Agreement 22884 Between the City of Ketchum and Ketchum Urban Renewal Agency.

Reasons for Recommendation:

- On September 18, 2023 the Ketchum Urban Renewal Agency approved the reimbursement agreement to provide funding for the Town Square Master Plan and undergrounding of power lines on Highway 75 between Gem Street and Serenade. In order for the agreement to become effective, the City Council must also approve the agreement.

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

Sustainability Impact:

Financial Impact:

Attachments:

- City Reimbursement Agreement 22884, KURA Agreement 50087

**KURA Agreement 50087
City of Ketchum Agreement 22884
PLANNING, DESIGN, ENGINEERING, AND
CONSTRUCTION REIMBURSEMENT AGREEMENT FOR CITY PROJECTS
(Main Street Utility Undergrounding, and Town Square Master Plan)**

THIS PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION REIMBURSEMENT AGREEMENT FOR CITY PROJECTS (the “Reimbursement Agreement”) is made and entered into this ____ day of _____, 2023, by and between the city of Ketchum, Idaho, a municipal corporation of the state of Idaho (the “City”), and the Urban Renewal Agency of the city of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body corporate and politic (the “Agency”), individually referred to as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Agency is authorized to undertake and carry out urban renewal projects to eliminate, remedy, or prevent deteriorated or deteriorating areas through redevelopment, rehabilitation, or conservation, or any combination thereof, within its area of operation and is authorized to carry out such projects jointly with the City;

WHEREAS, the City Council, of the city of Ketchum (the “City”), by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the “2006 Plan”) to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the Ketchum Urban Renewal Plan 2010 (the “2010 Plan”);

WHEREAS, the 2010 Plan established the Revenue Allocation Area (the “Project Area”), which established an area for redevelopment and anticipated improvement projects;

WHEREAS, the 2010 Plan identified improvement to sidewalks, streets, rights-of-way, pedestrian and bicycle access, crosswalks, and safety as important objectives of the 2010 Plan;

WHEREAS, the 2010 Plan and the Project Area terminate November 15, 2030, recognizing the Agency shall receive its allocation of revenues in 2031, pursuant to Idaho Code § 50-2903(7) (the “Termination Date”). Many of the proposed improvements identified in the 2010 Plan have not been completed and continue to suffer from certain deteriorating conditions;

WHEREAS, the City has requested funding participation from the Agency for undergrounding power lines on Highway 75 between Gem Street to Serenade, preparing a master plan for Town Square improvements, and the Rehabilitation of Main Street;

WHEREAS, these street projects will greatly enhance safety and pedestrian access along one of the busiest streets in Ketchum;

WHEREAS, the master plan for Town Square will identify improvements necessary for maintaining and enhancing Town Square, a project originally funded, in part, by the Agency;

WHEREAS, the City received a preliminary estimate for the costs of undergrounding power lines on Highway 75 from Gem Street to Weyyakin Drive from Idaho Power consisting of two hundred thousand (\$200,000) to be paid by October 31, 2023, and eight hundred thousand dollars (\$800,000) to be paid by October 31, 2024, see Exhibit A attached;

WHEREAS, the Agency agreed at its Agency Board meeting on August 21, 2023, to fund fifty percent (50%) of the two hundred thousand dollar (\$200,000) cost estimate, for a total of one hundred thousand dollar (\$100,000) for the undergrounding utility work between Gem Street and Serenade, located within the Agency's Project Area by October 31, 2023;

WHEREAS, only a portion of the undergrounding project is within the Project Area. The Agency, at its Agency Board meeting on August 21, 2023, agreed to fund the undergrounding improvements between Gem Street and Serenade for a cost of three hundred eighty-six thousand, three hundred fourteen dollars (\$386,314) to be paid by October 31, 2024, for a total Agency funded contribution not to exceed, four hundred eighty-six thousand three hundred fourteen dollars (\$486,314).

WHEREAS, the City issued a request for proposal for preparation of the Town Square Master Plan and selected GGLO to prepare the plan. The total cost of the plan is one hundred twelve thousand, five hundred (\$112,500). The City requested the Agency split the cost of the plan and contribute an amount not too exceed fifty-six thousand, two hundred and fifty dollar (\$56,250). The Agency agreed, at its Agency Board meeting on August 21, 2023, to fund fifty percent (50%) of the cost of the Town Square Master Plan that is one hundred twelve thousand, five hundred dollars (\$112,500) for an Agency contribution of fifty six thousand, two hundred fifty dollars (\$56,250);

WHEREAS, the Agency Board finds it in the best interests of the Agency to continue to enhance the development within the Project Area and in the best interests of the public to provide financial support for undergrounding of power lines on Main Street between Gem Street and Serenade, and preparation of a Town Square Master Plan;

WHEREAS, the City and the Agency hereby find and determine that this Reimbursement Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and the Agency;

WHEREAS, the ability for the City and Agency to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code § 50-2015;

WHEREAS, in consideration of the payment by the Agency for costs, as more specifically defined in this Reimbursement Agreement, the City hereby agrees to serve and perform as project

manager for the final planning, design, engineering, and construction of the Project; said final design to be subject to the review and approval of the Agency.

AGREEMENT

NOW, THEREFORE, in consideration of the provisions contained herein and the recitals set forth above, which are a material part of this Reimbursement Agreement, the Parties agree as follows:

1. **Definitions.** As used in this Reimbursement Agreement, the following words, unless the context dictates otherwise, shall have the following meanings:

Act shall mean collectively the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended and supplemented and the Local Economic Development Act of 1988, title 50, chapter 29, Idaho Code as amended and supplemented.

Board shall mean the Board of Commissioners of the Agency as the same shall be duly and regularly constituted from time to time.

Contract shall mean the contract through which the general contractor is awarded the construction of the Project.

Contractor shall mean the selected general contractor awarded the construction of the Project.

Design Consultant shall mean the selected design firm to prepare the Town Square Master Plan.

Project shall mean the undergrounding of power lines between Gem Street and Serenade in the City of Ketchum.

2. **Recitals and Purpose**

- a. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.
- b. The purpose of this Reimbursement Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the planning, design services, engineering services, project management services, and cost estimating services for this Reimbursement Agreement.

3. **City Services and Responsibilities for the Undergrounding of Power Lines on Main Street.** City agrees to furnish its skill and judgment necessary to carry out the project administration for the Project.

3.1 Planning, Design, Engineering, and Construction. City shall oversee Idaho Power's construction management and administration for the Project. updates on the construction of the Project for Agency review and comment.

3.3 Project Construction Estimates. City has obtained estimates from Idaho Power for the Project.

3.4 Design and Construction. The obligations under this Reimbursement Agreement shall end thirty (30) days after final payment to the Contractor under the Contract has been paid. The City shall:

- a. Provide administration of the Project in compliance with generally accepted standards recognizing that the Project is a partially Agency funded project with the City providing project oversight.
- b. Provide necessary project oversight to assure timely progress and process all invoices and payment requests and verify Idaho Power's entitlement to all progress payments or other payments requested by Contractor;
- e. Receive and hold all certificates of insurance required by the Contract;
- f. Provide monthly progress reports to Agency either in writing or by presentation to Agency at Agency's Board meetings;
- h. Maintain all necessary records, documents, drawings, and other related documents normally maintained for a public works project; and

3.5 City Contribution. A portion of this Project as described in this Reimbursement Agreement is within the Project Area and is funded through the Agency. The City has budgeted funds for a portion of the work. City shall contribute all funds toward any work or improvements to areas outside the Project Area.

4. **City Services and Responsibilities for the Town Square Master Plan.** City, in partnership with the Agency, agrees to manage the Town Square Master Plan project and the Design Consultant necessary to carry out the project administration.

4.1 Planning, and Design. City and Agency shall coordinate hiring of necessary planning and design services for the Town Square Master Plan. City shall provide the Agency with periodic reports and updates on the completion of the final design services, for Agency review and comment, including approval of the final design of the Project.

4.2 City and Agency Contribution. The Town Square Master Plan as described in this Reimbursement Agreement, relates to the first phase of the Town Square Master Plan, consisting of planning and design services which are within the Project Area and is

funded fifty percent (50%) by the Agency and fifty percent (50%) by the City. The City has budgeted funds for a portion of the work. City shall contribute all funds toward any work or improvements to areas outside the Project Area.

5. **Agency and City Obligations.** The purpose of this Reimbursement Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the Project.

6. **Effective Date.** This Reimbursement Agreement shall be effective upon execution of the Reimbursement Agreement by Agency's Chairman of the Board of Commissioners and the Mayor of the City and/or the City Administrator, as the case may be, the effective date being the date of last signature.

7. **Method of Reimbursement.**

- a. **Project Costs.** As consideration for the public improvement and value of the Project set forth above, the Agency shall pay the City one hundred thousand dollars (\$100,000) by October 31, 2023, and three hundred eighty-six thousand three hundred fourteen dollars (\$386,314) before October 31, 2024, toward the Project cost estimate provided by Idaho Power. For a total funding contribution by the Agency, not to exceed four hundred eighty-six thousand three hundred fourteen dollars (\$486,314) All project costs related to areas outside of the Project Area will be borne by the City.
- b. **Town Square Master Plan.** As consideration for the public improvement and value of the Project set forth above for the Town Square Master Plan, the Agency shall fund fifty (50%) of the cost estimate of the Town Square Master Plan phase 1, consisting of planning and design services. Agency's funding contribution to the City will not exceed fifty-six thousand, two hundred fifty dollars (\$56,250).

In order to provide sufficient documentation to ensure compliance, the City shall provide the Agency with the following information in reimbursement invoices and in a final invoice upon completion of the Project and the Town Square Master Plan:

- a. requests for payment for billing invoices received for work related to the Project and Town Square Master Plan with sufficient documentation to ensure accuracy;
- c. certification by the City that the costs incurred for services are consistent with the scope of the Project and the Town Square Master Plan; and
- d. monthly reports on the Town Square Master Plan and Project status as described above.

Upon receipt and approval of the reimbursement invoice, Agency shall remit payment to City for all approved amounts within forty-five (45) days of Agency's receipt of an invoice or

payment request. If Agency disputes any amount, Agency shall pay the undisputed amount within forty-five (45) days and reasonably cooperate with City to resolve the disputed amount. City shall include this payment process within the Contract with the selected contractor.

7. **Records Project Costs.** Costs pertaining to the Project shall be kept on the basis of generally accepted accounting principles and shall be available to the Agency or the Agency's authorized representative at mutually convenient times.

8. **Insurance.**

- a. The City (either itself, Idaho Power, or the selected Contractor) shall purchase and maintain, for the benefit of the City and the Agency, insurance for protection from claims under the worker's compensation law of the state of Idaho arising from work performed on the Project and the Town Square Master Plan; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the City's employees or of any person while working on the Project and the Town Square Master Plan; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work on the Project; and claims arising out of the performance of this Reimbursement Agreement and caused by negligent acts for which the City is legally liable. The terms and limits of liability shall be determined solely by the City, and nothing herein shall be construed as any waiver of any claim or defense by the City or the Agency premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act. The amount of insurance shall be in the amounts set forth in the Idaho Tort Claims Act.
- b. The City shall also purchase and maintain for the benefit of the City and Agency property damage insurance for any property damage to the Project, the Town Square Master Plan, or other property owned by the City.

9. **Indemnity.** Only to the extent permitted by Idaho law, the City shall defend, indemnify, and hold Agency and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable planning, design and engineering fees, and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, and employees relating to the planning, design, and engineering of the Project or otherwise arising out of this Reimbursement Agreement. In the event an action or proceeding is brought against Agency or their respective officers, agents, and employees by reason of any such Claim, City, upon written notice from Agency, shall, at City's expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, City shall have no obligation to indemnify and hold Agency and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency or its respective officers, agents, or employees or from conduct resulting in an award of punitive damages against Agency.

10. **Amendment.** This entire Reimbursement Agreement may be amended at any time and from time to time by the mutual written consent of the City and the Agency.

11. **Severability.** In the event any provision of this Reimbursement Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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

To Agency:
Susan Scovell , Chair
Ketchum Urban Renewal Agency
P.O. Box 2315
Ketchum, ID 83340

To City:
City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

13. **Non-Waiver.** Failure of either Party to exercise any of the rights under this Reimbursement Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

14. **Choice of Law.** Any dispute under this Reimbursement Agreement, or related to this Reimbursement Agreement, shall be decided in accordance with the laws of the state of Idaho.

15. **Attorney Fees.** Should any litigation be commenced between the Parties hereto concerning this Reimbursement Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court or arbitrator 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 Reimbursement Agreement.

16. **Authority to Execute.** Agency and City have duly authorized and have full power and authority to execute this Reimbursement Agreement.

17. **Assignment.** It is expressly agreed and understood by the Parties hereto that the City shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Reimbursement Agreement except upon the prior express written consent of Agency.

18. **Disputes.** In the event that a dispute arises between Agency and City regarding application or interpretation of any provision of this Reimbursement Agreement, the aggrieved Party shall promptly notify the other Party to this Reimbursement 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, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

19. Anti-Boycott Against Israel Certification.

City and Agency hereby certify pursuant to Section 67-2346, Idaho Code, they are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

20. Government of China Owned Companies Prohibited

The Developer is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

21. Entire Agreement. This Reimbursement Agreement along with any and all exhibits attached hereto and incorporated herein by reference contains and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the Project.

IN WITNESS WHEREOF, the Parties hereto, through their respective governing boards, have executed this Reimbursement Agreement on the date first cited above.

CITY OF KETCHUM

By _____
Neil Bradshaw, Mayor

ATTEST:

City Clerk

KETCHUM URBAN RENEWAL AGENCY

By _____
Susan Scovell, Chair

ATTEST:

Secretary

Exhibit A

Idaho Power Estimate

Idaho Power Cost Estimates

Option 1:	Gem Street to south of proposed round about at Serenade Ln:	\$486,314
Option2:	Gem Street to south of Weyyakin Drive:	\$900,000



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: October 2, 2023 Staff Member/Dept: Abby Rivin, AICP, Senior Planner - Planning and Building Department

Agenda Item: Recommendation to hold a public hearing, conduct the second and third readings of Ordinance 1249, and adopt Ordinance 1249.

Recommended Motion:

Motion #1: I move to approve the second and third readings of Ordinance 1249.

Motion #2: I move to adopt Ordinance 1249 and read by title only.

Reasons for Recommendation:

- Since its adoption in October of 2022, Staff and the Planning and Zoning Commission have extensively evaluated Interim Ordinance 1234 and have changed the requirements to address major red flags, areas of confusion, and community feedback. In addition to revised interim ordinance requirements, Ordinance 1249 includes housekeeping code amendments that streamline processes, clarify regulations that are unclear or inconsistently applied, and reduce barriers to the construction of accessory dwelling units.
- After reviewing the refined interim ordinance requirements, housekeeping code amendments, staff analysis, and recommendations from the Planning and Zoning Commission, the City Council held a public hearing on September 18, 2023 and approved the first reading of Ordinance 1249.
- The City Council supported the modified interim ordinance requirements and housekeeping code amendments and did not request any changes to Ordinance 1249. Since the first reading, staff has revised Ordinance 1249 to fix minor formatting and clerical errors and add a publication summary.

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

The City Council held a public hearing and conducted the first reading of Ordinance 1249 during their regular meeting on September 18, 2023. After reviewing the refined interim ordinance requirements, housekeeping code amendments, staff analysis, recommendations from the Planning and Zoning Commission, and public comment, the City Council approved the first reading of Ordinance 1249. The City Council did not request any additional information or changes to Ordinance 1249. Since the first reading, staff revised Ordinance 1249 to fix minor formatting and clerical errors and add the publication summary.

The full text of Ordinance 1249 in clean version can be found in Attachment 1. For a full review of Ordinance 1249 and staff analysis regarding the revised interim ordinance requirements and housekeeping code amendments, please see Attachment 2. The redline version of Ordinance 1249 is included as Attachment 3. A summary of the proposed ordinance is provided in the executive summary included as Attachment 4.

Staff recommends the City Council hold a public hearing and conduct the second and third readings of Ordinance 1249. If adopted, the ordinance will be published in the October 11, 2023 edition of the Idaho Mountain Express and go into effect that same day.

Sustainability Impact:

Ordinance 1249 has the potential to forward the city's sustainability goals. Increasing housing density within downtown near jobs can reduce commuting distances between home and work for employees. The parking exemptions for certain commercial uses downtown encourage alternatives to driving like walking, biking, or public transportation.

Financial Impact:

None OR Adequate funds exist in account:	Ordinance 1249 may result in increased revenue from impact fees associated with the construction of additional housing units, however, this will depend on the number of new development projects each year.
--	--

Attachments:

- | |
|--|
| 1. Clean Version: Ordinance 1249 & Publication Summary |
| 2. September 18, 2023 City Council Meeting Staff Report: First Reading of Ordinance 1249 |
| 3. Redline Version: Ordinance 1249 |
| 4. Executive Summary: Ordinance 1249 |

Attachment 1

Clean Version:

Ordinance 1249

&

Publication Summary

ORDINANCE 1249

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO AMEND KETCHUM MUNICIPAL CODE TITLE 15 – BUILDINGS AND CONSTRUCTION REGARDING THE DEMOLITION OF STRUCTURES; TITLE 16 – SUBDIVISIONS REGARDING LOT CONSOLIDATIONS, PROCESSING PROCEDURES, AND FINAL PLAT REQUIREMENTS; AND TITLE 17 – ZONING REGULATIONS REGARDING GENERAL APPLICATION PROCESSING PROCEDURES, DEFINITIONS, DISTRICT USE MATRIX AND DIMENSIONAL STANDARDS, DESIGN REVIEW APPLICATIONS AND PROCEDURES, BELOW GRADE ENCROACHMENTS, ACCESSORY STRUCTURES, SETBACKS AND BUILDING ENVELOPES, FENCES, HEDGES, WALLS, AND RETAINING STRUCTURES, MINIMUM RESIDENTIAL DENSITIES, MINIMUM COMMERCIAL REQUIREMENTS, DRIVEWAY DIMENSIONS, AND PARKING EXEMPTIONS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Idaho Code Section 67-6524 authorizes local jurisdictions to enact interim ordinances, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City’s ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the “City”) is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and

WHEREAS, the City is experiencing an increase in the redevelopment of property as more than half of the City’s housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and

WHEREAS, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and

WHEREAS, Interim Ordinance 1234 went into effect on October 19, 2022 for a period of one year, and

WHEREAS, the City conducted additional analysis of the requirements of the interim ordinance over the past year including a commercial demand analysis, financial feasibility analysis, analysis of past and future development proposals to determine if the requirements of the ordinance are successful in helping the city achieve its vision, and

WHEREAS, the City identified changes to the interim ordinance that are not contributing to the city’s ability to achieve its vision and have made revisions accordingly, and

WHEREAS, the City identified other changes to Title 15, Title 16, and Title 17 that would be beneficial to the community including process improvements, code clarifications, and the removal of barriers to the construction of accessory dwelling units, and

WHEREAS, the City hosted two community open houses on July 12, 2023 and an online survey to obtain feedback from the community on proposed changes to the city’s municipal code, and

WHEREAS, the Planning and Zoning Commission held a public hearings on August 8 and August 22, 2023 to review this ordinance, as prepared by staff, reflecting feedback from the community; and

WHEREAS, the Planning and Zoning Commission recommended approval of this ordinance at a regular meeting on August 22, 2023; and

WHEREAS, the City Council held a public hearing on September 18, 2023 to review Ordinance 1249, information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, the City Council held the first reading of Ordinance 1249 on September 18, 2023; and

WHEREAS, The City Council held second and third readings of Ordinance 1249 on October 2, 2023 resulting in approval of this ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO:

SECTION 1. AMENDMENTS TO SECTION 15.16.030: PERMIT PROCESS FOR DEMOLITION OF A NONHISTORIC BUILDING.

A. General provisions.

1. No demolition permit shall be issued for any building until a building permit application for a replacement project on the property and the required fees have been accepted by the City and deemed complete.
2. Demolition and subsequent redevelopment of property, in any zone district, may not result in the net loss of dwelling units.

3. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms per section 17.08.020 such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.

All subsequent subsections to be re-numbered accordingly.

SECTION 2. AMENDMENTS TO SECTION 15.16.040: PERMIT PROCESS FOR DEMOLITION OF A HISTORIC BUILDING.

A. General provisions.

1. No demolition permit shall be issued for any historic building listed on the Historic Building/Site List without approval by the Historic Preservation Commission through the process described in Chapter 17.20 Historic Preservation.
2. No demolition permit shall be issued for any building until a building permit application for a replacement project on the property and the required fees have been accepted by the City and deemed complete.
3. Demolition and subsequent redevelopment of property, in any zone district, may not result in the net loss of dwelling units.
4. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms per section 17.08.020 such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.

All subsequent subsections to be re-numbered accordingly.

SECTION 3. AMENDMENTS TO SECTION 15.16.050: CONDEMNATION AND DEMOLITION BY NEGLECT.

A. General provisions. In the event of imminent and substantial danger to the health or safety of the public due to neglect or condemnation of the building as determined by the building official or his/her designee, the following provisions shall apply:

1. An historic building may be exempt from the provisions of section 15.16.040 of this chapter and a demolition permit can be accepted and process per the provisions of section 15.16.030..
2. Prior to demolition of the building(s), a development agreement shall be entered into between the owner of the property and the City of Ketchum stipulating the total number of units required at the time of future development of the property will be at least in an amount sufficient to result in no net loss of dwelling units. Said development agreement shall be recorded against the property with the office of the Blaine County, Idaho, Clerk and Recorder.

SECTION 4. AMENDMENTS TO SECTION 16.04.020: DEFINITIONS.

Consolidation: The action or process of combining more than one lot or unit into a single lot or unit.

Readjustment of lot lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes and boundary shifts, each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor consolidate or create additional lots or dwelling units.

SECTION 5. AMENDMENTS TO SECTION 16.04.030.C: PRELIMINARY PLAT PROCEDURE.

C. Preliminary plat procedure.

1. Application. The subdivider shall file with the Administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
 - a. Consolidation of lots within the City may be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards noted in section 16.04.030.C.4
T	
T-3000	
T-4000	
GR-H	
LI, LI-2, and LI-3	
RU and AF	
GR-L	Permitted subject to waiver as noted in section 16.04.130
LR, LR-1, and LR-2	
STO-1, STO-4, and STO-H	

4. *Review by Administrator.* The Administrator shall review the preliminary plat application and data as well as the recommendations received from the various departments and agencies to ensure that such application and plat are in conformance with all applicable rules and regulations. All preliminary plat applications for consolidation of lots must also demonstrate conformance with all applicable building permit and land use development approvals, all applicable rules and

regulations in Title 17 – Zoning Regulations, and general conformance with the adopted comprehensive plan. The Administrator shall report and make recommendations to the commission.

SECTION 6. AMENDMENTS TO SECTION 16.04.030.G: FINAL PLAT PROCEDURES.

G. *Final plat procedures.* After approval of the preliminary plat, the subdivider shall cause the subdivision to be surveyed and a final plat to be prepared in conformance with the preliminary plat as approved, and Idaho Code title 50, chapter 13. Upon completion of such final plat, the subdivider shall file same and all other documents required with the Administrator. In the event the final plat does not substantially conform to the approved preliminary plat, the Administrator shall consider such plat a preliminary plat and the public notice and hearing procedures set forth herein in section 16.04.030.D shall apply.

The subdivider shall submit two sets of the final plat and plan specifications of all required improvements, together with a current title report showing proof of ownership in the land to be subdivided. When submitted to the Administrator, the final plat shall bear all required certificates, acknowledgments and signatures.

Upon receipt of a final plat in compliance with all requirements, the Administrator shall approve the final plat and affix the date of acceptance and his or her signature on such final plat. Thereafter, the Administrator shall place the final plat upon the council's next regular meeting agenda and the council may conduct a public hearing to hear testimony of the subdivider and any witnesses on his or her behalf and any witnesses including interested citizens. If the final plat conforms to all requirements of this chapter, all conditions placed upon preliminary plat by the council, and all requirements of Idaho law, the council shall approve such final plat. A final plat for consolidation of lots shall not be signed by the City Clerk and recorded until a building permit is issued for the development unless otherwise agreed to by the City Council.

SECTION 7. AMENDMENTS TO SECTION 16.04.030.J: APPLICATION AND PRELIMINARY PLAT CONTENTS.

J. *Application and preliminary plat contents.* A preliminary plat application shall include the following: the preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals 100 feet and shall show the following:

To be shown on plat:

1. The scale, north point and date.
2. The name of the proposed subdivision.
3. The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
4. Legal description of the area platted.
5. The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
6. A contour map of the subdivision with contour lines and a maximum interval of two feet to show the configuration of the land based upon the United States Geodetic Survey data, or other data approved by the City Engineer.
7. The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
8. Boundary description and the area of the tract.
9. Existing zoning of the tract.
10. The proposed location of street rights-of-way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
11. The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
12. The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
13. The direction of drainage, flow and approximate grade of all streets.
14. The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
15. Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
16. The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
17. Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of 25 percent or greater; or upon any lot which will be created adjacent to the intersection of two or more streets.
18. Lot area of each lot.
19. Existing mature trees and established shrub masses.

To be provided to Administrator:

20. All subdivision applications for consolidation of lots must be submitted concurrently with a building permit application or land use development application as applicable.
21. Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County assessor.
22. All percolation tests and/or exploratory pit excavations required by State health authorities.
23. A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
24. A current title report shall be provided at the time that the preliminary plat is filed with the Administrator, together with a copy of the owner's recorded deed to such property.
25. A digital copy of the preliminary plat shall be filed with the Administrator.

SECTION 8. AMENDMENTS TO SECTION 16.04.030.K: CONTENTS OF FINAL PLAT.

- K. *Contents of final plat.* The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of 18-inch by 24-inch Mylar paper with no part of the drawing nearer to the edge than one-half inch, and shall be in conformance with the provisions of Idaho Code title 50, chapter 13. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under Idaho Code title 50, chapter 13, and also shall include the following:
1. Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
 2. Location and description of monuments.
 3. Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
 4. Names and locations of all adjoining subdivisions.
 5. Name and right-of-way width of each street and other public rights-of-way.
 6. Location, dimension and purpose of all easements, public or private.
 7. The blocks numbered consecutively throughout each block.
 8. The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
 9. The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
 10. Scale, north arrow and date.
 11. Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
 12. A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
 13. Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.
 14. A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
 15. Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
 16. Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
 17. Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
 18. Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.

SECTION 9. AMENDMENTS TO SECTION 16.04.070.C: CONDOMINIUMS.

- C. *Final plat procedure.*
1. The final plat procedure contained in subsection 16.04.030.F of this chapter shall be followed. However, the final plat shall not be filed, received, and processed until a framing inspection has been passed for the project.

SECTION 10. AMENDMENTS TO SECTION 16.04.080.D: TOWNHOUSES.

- D. *Final plat procedure.*
1. The final plat procedure contained in subsection 16.04.030.G of this chapter shall be followed. However, the final plat shall not be filed, received, and processed until one of the following:
 - a) Detached Townhouses – a building permit is issued for the first unit.
 - b) Attached Townhouses – a foundation inspection has been passed for the building.

SECTION 11. AMENDMENTS TO SECTION 16.04.110.B: PHASED DEVELOPMENT PROJECTS.

- B. *Development plan.* In addition to the preliminary plat, subdivision application and data, the subdivider shall submit to the Administrator a development plan with a schedule for the entire project, containing all of the information required in subsection 16.04.030 of this chapter. The development plan, if approved, shall be the master plan for the entire project subject to modification by the subdivider through the same procedures as required for approval of the preliminary plat. Phased development projects or portions of phased development projects that have not received final plat approval are subject to additional regulations of subsequently adopted or amended ordinances and statutes. The approval of the development plan shall occur concurrently with preliminary plat approval. Final plat approval for each phase of a built project shall follow the procedures set forth in section 16.04.110.D herein. The time limitations set forth in subsection 16.04.030.I of this chapter shall apply to phased developments.

SECTION 12. AMENDMENT TO SECTION 17.04.030, APPLICATION OF REGULATIONS:

17.04.030 Application of regulations.

- A. Except as provided in this title, no building, structure or land shall be used and no building or structure or part shall be erected, constructed, reconstructed, repaired, moved or structurally altered except in conformance with the regulations specified in this title for the district in which it is located; nor shall any yard, lot or open space be reduced in dimensions or area to an amount less than the minimum requirements set forth in this title. Uses permitted in each district shall apply to each lot in such district.
- B. *Applications: resubmittal of a previously denied application.* After a final decision that results in the denial of a development application by the decision-making body, an applicant wishing to resubmit the same plan for approval:

1. May not submit the same development application or one substantially the same, as determined by the Administrator, for a period of one year from the date of the most recent ruling of denial; or
2. May submit a revised application that adequately addresses all of the stated reasons for denial. The Administrator shall determine whether:
 - a) a new submittal adequately addresses all of the stated reasons for denial and can proceed with a submittal; or,
 - b) a new submittal is sufficiently altered from the project denied that it qualifies as a new application for a different project.

In either scenario, such application shall be treated as a new application for purposes of review and scheduling.

C. *Applications: dormant applications.*

1. If, at any point in a development application review process, the Administrator has notified the applicant that additional or corrected materials are required, and the applicant has not submitted those materials within three months after the date of such notification, the application will be considered withdrawn. The Administrator may extend the three-month period if requested by the applicant prior to its expiration and upon the applicant's demonstrating good cause for the additional delay. The Administrator may grant no more than two extensions.
2. Any re-submittal of the application after the three-month deadline will be treated as a new application for purposes of payment of application fees, review, scheduling, public notice, and hearings.

D. *Applications: no net loss of units.* Development of property, in any zone district, may not result in the net loss of dwelling units. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.

SECTION 13. AMENDMENTS AND ADDITIONS TO SECTION 17.08.020: TERMS DEFINED:

Building:

- A. Any permanent structure built for the shelter or enclosure of persons, animals, chattels or property of any kind, which:
 1. Is permanently affixed to the land; and
 2. Has one or more floors and a roof.
- B. Any above grade appendages to said building, such as decks, roof overhangs porte-cocheres, and the like, are part of said building for purposes of determining building coverage, setbacks or other regulations unless otherwise specified.

Building envelope: The site for location of a building, as defined in this section, delineated on a preliminary plat and final plat.

Consolidation: The action or process of combining more than one lot or unit into a single lot or unit.

Energy system, solar: Any solar collector panel(s), film(s), shingle(s), or other solar energy device(s), or solar structural component(s), mounted on a building or on the ground and including other appurtenant structures and facilities, whose primary purpose is to provide for the on site collection, storage, and distribution of solar, or radiant, energy received from the sun and used for heating or cooling, for water heating, and/or for generation of electricity. A solar energy system may be ground mounted (i.e., placed on top of the ground surface) or roof mounted (i.e., placed on or as an integral part of a building). Ground mounted systems shall meet all required dimensional standards for accessory structures.

Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade. One or multiple steps along the side facades are allowed, except no step shall occur within 40 feet of the front property line or within 35 feet of the rear property line. The City shall establish the elevation points used to calculate the average elevation of the front and rear property lines (see illustration A on file in the office of the City Clerk)

Net livable space (square footage): The floor area within a dwelling unit measured to the inside face of the perimeter walls of the dwelling unit.

Open space (open site area): . Open space area is all area of a lot not including buildings, structures, parking areas, driveways, cul-de-sacs or streets.

Setback: The minimum horizontal distance between a specified lot line (front, side, rear), measured along a straight line and at a right angle to such lot line, and the nearest point of an above grade or underground building; underground buildings or portions of buildings may encroach into required setbacks subject to subsection 17.128.020.K of this title.

Structure: Anything constructed, installed or erected which requires location on the ground, or over the water, or is attached/supported by something on the ground, including but not limited to buildings, fences/hedges/walls/retaining structures, sport courts, swimming pools and the like, but excluding poles, lines, cables or similar devices used in the transmission or distribution of public utilities.

Residential Density: The number of dwelling units per square feet of lot area.

Retaining Structures: Retaining walls, rockeries, modular block walls, rock walls, or any other structures which retain soil, retain earth surcharge, protect an exposed soil face, or serve as a gravity retaining wall.

SECTION 14. AMENDMENTS TO SECTION 17.12.020: DISTRICT USE MATRIX

A. *District use matrix.*

1. *Use matrix.* The district use matrix lists all use types and all zoning districts where the use type is permitted (P), permitted with approval of a conditional use permit (C) or permitted as an accessory use (A) to a principal use.

2. *Prohibited uses.* All uses not specifically listed in the district use matrix are prohibited, except where state or federal law otherwise preempts local land use regulation.
3. *Overlay districts.* Regardless of whether the district use matrix lists a use type as permitted, permitted with approval of a conditional use permit or permitted as an accessory use to a principal use, the use type shall be further regulated and prohibited if listed as a prohibited use in any applicable overlay district.
4. *Additional requirements.* In addition to requirements listed in applicable overlay districts, additional requirements for specific uses are listed in chapter 17.124, "Development standards", of this title.
5. *Floor area ratios (FAR) and community housing.* Refer to sections 17.124.040, 17.124.050, "Hotels", 17.100.030 and 17.101.030 of this title for FAR and community/inclusionary housing requirements.
6. *Accessory use.* An accessory use, unless otherwise permitted for in this title, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site, unless otherwise specified in chapter 17.116, "Conditional uses", of this title.

P = Permitted						C = Conditional						A = Accessory							
District Uses	LR	LR-1	LR-2	GR-L	GR-H	STO-4	STO-1	STO-H	T	T-3000	T-4000	CC SD 1	CC SD 2	LI-1	LI-2	LI-3	RU	AF	
Residential:																			
Dwelling, multi-family				P ¹	P ³⁸			P	P ^{38,43}	P ³⁸	P ³⁸	P ^{26, 38,43}	P ^{38, 39, 43}	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁹		
Dwelling, one-family	P	P	P	P ²	P	P	P	P	P/See Note 41 & 28	P	P	See note 28	See note 28				C ¹⁹	P	
Residential care facility	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ²⁶	P						
Short-term rental	P ³³	P ³³	P ³³	P ³³	P ³³	P ³³	P ³³	P ³³	P ³³	P ³³	P ³³	P	P				P ³³	P ³³	
Work/live unit														C ¹⁴	C ¹⁴	C ¹⁴			
Commercial:																			
Adult only business																			C
Agriculture, commercial																			P
Business support service									P ⁴⁰			P	P	P	P				
Commercial off-site snow storage									P/C ³²			P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²			
Construction material laydown yard														P	P	P			
Convenience store									P			P	P	P ¹²	P ¹⁶				
Craft/cottage industry														P	P	P			
Daycare center				C ⁴	C ⁴				P ⁴	P ⁴	P ⁴	P	P	C ¹⁷			C ¹⁷		
Daycare facility				C ⁴	P ⁴			C ⁴	P ⁴	P ⁴	P ⁴	P	P	C ¹⁷			C ¹⁷	P ⁴	
Drive-through facility									P ^{9,40}			P ⁹	P ⁹						
Equestrian facility																		C	C
Food service									P	P ⁶	P ⁶	P	P	P/C ¹⁵	P/C ¹⁵			C ²⁹	
Golf course	P	P	P	P	P	P	P	P	P ⁴¹	P	P							C	
Grocery store									P ⁴⁰			P	P						
Health and fitness facility - wellness focus									P			P	P	P ³⁷	P ³⁷	P ³⁷			
Hotel									P ²⁵	P ²⁵	P ²⁵	P ²⁵	P ²⁵						
Hybrid production facility									P ⁴⁰			P	P	P	P				
Industrial design														P	P	P			
Instructional service									P ⁴⁰			P	P	C ³⁷	C ³⁷				
Kennel, boarding														P	P				
Laundry, industrial														P	P				
Lodging establishment									P	P	P	P	P						
Maintenance service facility														P	P			C	
Manufacturing														P	P				
Mortuary									C ⁴⁰			C	C						

Motor vehicle fueling station															C ³¹	C ³¹			
Motor vehicle sales															C	C			
Motor vehicle service															P	P			
Neighborhood off-site snow storage	P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²		P/C ³²	P/C ³²								
Office, business									C/P ⁴⁰				P ¹⁰	P				P	
Office, contractor-related business									C/P ⁴⁰				P ¹⁰	P	P	P	P		
Outdoor entertainment									P	P	P	P	P						
Personal service									P	P ⁶	P ⁶	P	P		P ¹³				
Professional research service															P	P	P		
Recreation facility, commercial									C/P ^{20,40}	C	C		P ²⁰	P ²⁰					C
Recreation facility, high intensity															P	P			
Repair shop									P	P ⁶	P ⁶	P	P	P	P				
Retail trade									P ⁵ /P ^{34,40}				P ³⁴	P ³⁴	P ¹²	P ¹⁶			C ²⁹
Self-service storage facility															P	P			
Ski facility									C/See Note 41	C	C								C C
Storage yard															P	P	P		
Studio, commercial									P ⁴⁰				P	P	P ³⁵	P ³⁵	P ³⁵		
TV and radio broadcasting station															P	P	P		
Tourist house									P/ P ^{11,40}	P	P		P ¹¹	P ¹¹					
Tourist housing accommodation						P	P	P	P/See Note 41	P	P								
Truck terminal															P	P			
Veterinary service establishment															P	P			C ²¹
Warehouse															P	P	P		
Wholesale															P	P			
Wireless communication facility	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³
Public and institutional:																			
Assembly, place of				C ³	C ³				C ⁴²				C	C					
Cemetery																		C	C
Cultural facility									P ⁴⁰				P	P				C	
Geothermal utility											C ⁷								
Hospital									C ⁴²				C	C					
Medical care facility					C				P				P	P					

Nature preserve	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P
Parking facility, off-site									C	C	C	C	C	P	P	P		
Parking, shared									C ⁸ /P ^{8,40}	C ⁸	C ⁸	P ⁸	P ⁸	C ⁸	C ⁸	C ⁸		
Performing arts production									P ⁴⁰			P	P				C	
Public use	C	C	C	C	C	C	C	C	P	C	C	P	P	P	P	P	P	C
Public utility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Recreation facility, public	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P
Recycling center																C		
School residential campus																	P ³⁰	
Semi-public use					C				C/P ⁴⁰	C	C	P	P				C	C
Accessory:																		
Agriculture, urban	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²
Avalanche protective, deflective, or preventive structure/earthwork	C	C	C	C	C	C	C	C	C	C	C						C	C
Daycare home	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴			C ⁴				A ⁴
Daycare, onsite employees														A	A	A		
Dwelling unit, accessory	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸					A ¹⁸
Electric vehicle charging station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Energy system, solar	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Energy system, wind	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Equestrian facility, residential	A	A	A	A	A	A	A	A	A/See Note 41	A	A							A
Fallout shelter	A	A	A	A	A	A	A	A	A/See Note 41	A	A							A
Guesthouse	A	A	A	A	A	A	A	A	A/See Note 41	A	A							
Home occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Recreation facility, residential	A	A	A	A	A	A	A	A	A	A	A	A	A	A ³⁶	A ³⁶	A ³⁶		
Sawmill, temporary																		C

1. A multi-family development containing up to two dwelling units is permitted.
2. Two one-family dwellings are permitted.
3. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in chapter 17.08 of this title are permitted.
4. Use is not permitted in the avalanche zone. Reference Zoning Map.
5. Retail trade is permitted but must not exceed 2,500 square feet.
6. Uses must be subordinate to and operated within tourist housing and not to exceed ten percent of the gross floor area of the tourist housing facility.
7. Utility for offsite use.
8. See section 17.125.080 of this title for shared parking standards.
9. Drive-throughs are not allowed in association with food service establishments.
10. This is a permitted use, however offices and professional services on the ground floor with street frontage require a conditional use permit.
11. Tourist houses shall only be located in existing one-family dwellings. Additions to the home shall not exceed 20 percent of the existing square footage.
12. The following forms of retail trade are permitted: a) equipment rental, including sporting equipment and entertainment equipment, b) building, construction and landscaping materials; small engines with associated sales, c) retail in conjunction with manufacturing, warehousing or wholesaling not to exceed 30 percent gross floor area or 800 square feet, whichever is less; no advertising is displayed from windows or building facades; and no access onto a major arterial is allowed if an alternative access is available.
13. Personal service is not allowed except for laundromats and dry cleaning establishments.
14. See section 17.124.090 of this title for Industrial Districts residential development standards.
15. Catering and food preparation is permitted. Restaurants require a conditional use permit and shall not exceed 1,000 square feet and serve no later than 9:00 p.m. unless expressly permitted through approval of the conditional use permit.
16. The following forms of retail trade are permitted: a) equipment rental, including sporting equipment and entertainment equipment; b) building, construction and landscaping materials; small engines with associated sales; c) furniture and appliances in conjunction with warehousing not to exceed 18 percent gross floor area or 900 square feet, whichever is less; d) other retail in conjunction with manufacturing, warehousing or wholesaling; it is limited to ten percent gross floor area or 500 square feet, whichever is less. Retail uses c) and d) of this note shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available.
17. See subsection 17.124.120.C of this title for Industrial Districts daycare development standards.
18. See section 17.124.070 of this title for accessory dwelling unit development standards.
19. A maximum of five dwelling units are allowed through a conditional use permit and shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.
20. Indoor only.
21. Only allowed in conjunction with an equestrian facility.
22. See section 17.124.080 of this title for urban agriculture development standards.
23. See chapter 17.140 of this title for wireless communications facility provisions.
24. Allowed on the ground floor only.
25. See section 17.124.050 of this title for hotel development standards.
26. Ground floor street frontage uses are limited to retail and/or office uses. In Subdistrict 1 office uses require a conditional use permit.
27. Ground floor only.
28. Through the provision of a conditional use permit, the Planning and Zoning Commission may approve a 20 percent increase to the total existing square footage of an existing nonconforming one-family dwelling.
29. Use is allowed as an accessory use through the provision of a conditional use permit.
30. Development agreement and compliance with subsection 17.124.090.C of this title required.
31. Vehicular access from Highway 75 to motor vehicle fueling stations is prohibited.
32. All commercial and neighborhood off-site snow storage uses are subject to the standards set forth in section 17.124.160 of this title. Conditional use permits are required of all off-site snow storage operations when the project: a) affects greater than ½ acre; or, b) has, at the discretion of the Administrator, the potential to negatively impact neighboring uses within 300 feet of the proposed neighborhood or commercial off-site snow storage operation.
33. Short term rental in the Avalanche Overlay Zone is permitted subject to the regulations found in chapter 17.92, "Avalanche Zone District (A)", of this title.
34. Gross floor area for individual retail trade is limited to 36,000 gross square feet and net leasable floor area for grouped retail trade is limited to 55,000 net leasable square feet.
35. Commercial studios in the Light Industrial Districts are subject to the standards of section 17.124.150 of this title.
36. Residential recreation facilities in the Light Industrial Districts are not allowed except for residents and guests of a particular residential development.
37. Permitted on the second floor and above only. For single-story buildings in existence on July 1, 2019 the use is permitted on the ground floor.

38. See section 17.124.180 for minimum residential density requirements for projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC Zone and 0.5 FAR in the T, T-3000, T-4000, and GR-H Zone districts.
39. Ground floor residential with street frontage is not permitted for the properties located from the alley west of Main Street to N 2nd Avenue between 2nd and 5th Streets within Subdistrict 2 of the CC Zone. See Map A on file with the Administrator.
40. Permitted for properties with frontage along River Street from S Leadville Ave to S 2nd Ave. See Map B on file with the Administrator.
41. Prohibited for properties with frontage along River Street from S Leadville Ave to S 2nd Ave. See Map B on file with the Administrator.
42. Permitted through conditional use permit for properties with frontage along River Street from S Leadville Ave to S 2nd Ave. See Map B on file with the Administrator.
43. Community housing units are not permitted within basements.

SECTION 15. AMENDMENTS TO SECTION 17.12.030: DIMENSIONAL STANDARDS, DISTRICTS MATRIX.

17.12.030 – Dimensional standards, districts matrix.

- A. Unless otherwise specified, development in the City shall comply with the standards set forth in the dimensional standards, districts matrix. All Community Core District dimensional standards are listed in section 17.12.040 of this chapter.
- B. The minimum lot size listed in the dimensional standards, districts matrix applies unless the health district determines that additional area is required to meet minimum health standards.
- C. In addition to the requirements of the dimensional standards, districts matrix, the regulations of chapter 17.128, "Supplementary location and bulk regulations", of this title apply.

Districts	Minimum Lot Area	Minimum Lot Area With PUD*	Minimum Lot Area, Townhouse Sublot	Lot Width	Building Height	Maximum Building Coverage ⁸ / FAR	Minimum Open Space	Front Setback ⁸	Side Setback ⁸	Rear Setback ⁸	Lot Lines Created By Townhouse Sublots	Setbacks From Hwy 75	Any Set back Along Warm Springs Road	Setbacks Along 200' Former Railroad ROW
LR	9,000 sf	n/a	n/a	80' average	35' ⁹	35%	n/a	15'	The greater of 1' for every 2' in building height, or 10'	20'	n/a	25'/32' ⁷	30'	3'
LR-1	1 acre	n/a	n/a	100' average	35' ⁹	25%	n/a	15'	The greater of 1' for every 2' in building height, or 10'	20'	n/a	80'	30'	n/a
LR-2	2 acres	n/a	n/a	100' average	35' ⁹	25%	n/a	15'	The greater of 1' for every 2' in building height, or 10'	20'	n/a	400' ⁶	30'	n/a
GR-L	8,000 sf	8,000 sf plus 4,000 for every unit over 2	Equal to that of the perimeter of the townhouse unit	80' average	35' ⁹	35%	n/a	15'	The greater of 1' for every 3' in building height, or 5' ¹	15' ¹	0'	25'/32' ⁷	30'	n/a
GR-H	8,000 sf	n/a	Equal to that of the perimeter of the townhouse unit	80' average	35' ²⁹	See FAR requirements in section 17.124.040 of this title	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. One-family dwellings must maintain at least 10' ¹	The greater of 1' for every 3' in building height, or 15' ¹	0'	25'/32' ⁷	30'	5', however 3' required for one-/two-family dwelling units
STO-.4	0.4 acres	n/a	n/a	80' average	35' ⁹	25%	n/a	15'	The greater of 1' for every 2' in building height, or 10'	20'	n/a	400'	30'	n/a
STO-1	1 acre	n/a	n/a	100' average	35' ⁹	25%	n/a	15'	The greater of 1' for every 2' in building height, or 10'	20'	n/a	400'	30'	n/a
STO-H	9,000 sf (minimum of 3,000 sf per unit)	n/a	Equal to that of the perimeter of	100' average	35' ⁹	35% building coverage, and 75% covered by buildings, parking	n/a	15'	The greater of 1' for every 3' in building height, or 5' ¹	15' ¹	0'	400'	30'	n/a

			the townhouse unit			areas and accessory buildings								
T	8,000 sf	n/a	Equal to that of the perimeter of the townhouse unit	80' average	35' ^{2,9}	See FAR requirements in section 17.124.040 of this title	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. At least 10' for one-family dwellings ¹	The greater of 1' for every 3' in building height, or 10'. At least 15' for one-family dwellings ^{1,2}	0'	25'/32' ⁷	30'	5', however 3' required for one-/two-family dwelling units
T-3000	8,000 sf	n/a	Equal to that of the perimeter of the townhouse unit	80' average	35' ^{2,9}	See FAR requirements in section 17.124.040 of this title	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. At least 10' for one-family dwellings ¹	The greater of 1' for every 3' in building height, or 10'. At least 15' for one-family dwellings ^{1,2}	0'	n/a	30'	n/a
T-4000	8,000 sf	n/a	Equal to that of the perimeter of the townhouse unit	80' average	35' ^{2,9}	See FAR requirements in section 17.124.040 of this title	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. At least 10' for one-family dwellings ¹	The greater of 1' for every 3' in building height, or 10'. At least 15' for one-family dwellings ^{1,2}	0'	n/a	30'	n/a
RU	9,000 sf	n/a	Equal to that of the perimeter of the townhouse unit	n/a	35' ⁹	25%	n/a	30' ⁴	15' ⁴	15' ⁴	0'	n/a	n/a	n/a
AF	10 acres	n/a	n/a	n/a	35' ⁹	10% (includes pools)	n/a	25'	25'	25'	n/a	n/a	n/a	n/a

Notes:

1. If the lot adjoins a more restrictive district on the side or rear, the more restrictive setbacks of that district shall apply.
2. For building with a roof pitch greater than 5:12 the maximum height to the mean point of the ridge or ridges measured from eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to a height of 44 feet.
3. Reserved.
4. The placement of all structures for conditional uses shall be subject to approval of the Planning and Zoning Commission.
5. A maximum of five percent open site area may be used for private decks or patios and walkways subject to design review approval.
6. 100-foot setback from Highway 75 is required for lots platted prior to 1979.
7. Minimum setbacks along Highway 75: Where the street width is 80 feet, all buildings shall be set back a minimum of 25 feet, and where the street width is 66 feet, all buildings shall be set back a minimum of 32 feet.
8. See section 17.124.020 of this title for accessory building dimensional standards.
9. Roof mounted solar systems may extend an additional two feet (2') beyond the maximum height allowance of the zoning district in which they are located.

SECTION 16. AMENDMENTS TO SECTION 17.12.040: DIMENSIONAL STANDARDS, CC DISTRICT MATRIX.

17.12.040 Dimensional standards, CC District matrix.

- A. Development in the Community Core District shall comply with the standards set forth in the dimensional standards, CC District matrix. Dimensional standards for all other districts, unless otherwise specified, shall be found in section 17.12.030 of this chapter.

COMMUNITY CORE DIMENSIONAL STANDARDS

Dimensional Standards	Subdistrict 1: Retail Core	Subdistrict 2: Mixed Use
Lot/FAR miscellaneous:		
Minimum lot size	5,500 sq. ft.	
Minimum lot width	Average of 55'	
FAR requirements	See FAR requirements in section 17.124.040 of this title	
Minimum building setbacks:		
Front and street side	0'	5' average
Adjacent to alleyway	3'	
Rear side not adjacent to an alleyway	0'	
Interior side		
Cantilevered decks and overhangs		
Setback for 5th floors	20' from street sides and frontage and 10' on all other sides	

Setback for 4th floors for all projects except for projects where 100% of the residential units are community or workforce housing	10'
Non-habitable structures, permanently affixed deck amenities, solar panels visible above roof ridge or parapet, and mechanical equipment and screening affixed to a roof from all building facades for all projects except for projects where 100% of the residential units are community or workforce housing	
Perimeter walls enclosing roof decks	0' provided the perimeter wall is 75% transparent and does not exceed 4 feet in height
Setback for 4th floor habitable and uninhabitable portions of the building, fixed amenities, solar and mechanical equipment for projects where 100% of the residential units are community or workforce housing	An average 10 feet setback from the ground floor building facade.
Maximum building heights:	
Cantilevered decks and overhangs	8' above grade and/or walking surface
Building height	42', unless otherwise allowed in this title
Height of buildings devoted 100% towards community housing ¹	52 ²
Hotel building height (for hotel development standards see subsection 17.124.050.B.6. of this title)	68 ²
Non-habitable structures located on building roof tops	10' above roof ridge or parapet
Perimeter walls enclosing roof top deck and structures	4' above roof surface height. Perimeter roof top walls are required to be at least 75% transparent

Roof top solar and mechanical equipment above roof surface	5'
--	----

Note:

1. For purposes of this section, a project in the Community Core Subdistrict 1 that provides 100 percent community housing above the first floor and complies with the ground floor street frontage uses of the subdistrict, shall be considered a 100 percent community housing project.
2. All buildings greater than 48 feet in height or that contain a fourth or fifth floor shall require final approval from the City Council. For hotel height standards, see subsection 17.124.050.B.6 of this title.

SECTION 17. AMENDMENTS TO CHAPTER 17.96: DESIGN REVIEW

17.96.010 Applicability.

A. *Design review.* Design review is required for building, developing, or substantially altering the exterior of the following buildings or projects in all zoning districts:

1. Nonresidential use.
2. Public or semipublic use.
3. Multi-family dwellings, including attached and detached townhomes.
4. Mixed use.
5. Any structure with an original construction date of 1940 or earlier.
6. Any encroachment of an underground building(s) or portions of buildings in a required setback.

B. *Administrative Design Review.* The Administrator is authorized to approve the following, provided they do not conflict with the provisions and requirements of this chapter:

1. Additions under 1,200 square feet
2. Changes to exterior finishes including, but not limited to: 1) siding, paint, and materials; 2) the addition or removal of windows or doors; 3) the addition, removal, or expansion of decks and patios that are less than 30 inches above grade or, if greater than 30 inches above grade, that comply with applicable lot coverage requirements for the zoning district;
3. Minor modifications to projects that have received design review approval by the Commission for the duration of a valid design review approval.
4. Master signage plans pursuant to Section 17.127.030.B.
5. Minor modifications located in an Overlay District as indicated upon the City of Ketchum zoning district map and this title. 6. Any encroachment of an underground building or portions of buildings in a required setback.

C. *Exemptions.* The following items are exempt from design review:

1. One-family dwellings, accessory structures, and accessory dwelling units not located within the Mountain Overlay District;
2. Buildings or structures not requiring a building permit;
3. Temporary structures;
4. Public art;
5. Demolition associated with an approved demolition permit;
6. Driveway, walkway, and/or landscaping alterations that do not significantly change existing topography or drainage, including the removal of dead or diseased vegetation as certified by an arborist, provided such work is not located in the special flood hazard area or riparian zone;
7. The installation of fences, hedges, or walls compliant with section 17.124.130 of this title;
8. Maintenance and repair of exterior facades;
9. Reroofs;
10. The installation of exterior lighting compliant with chapter 17.132 of this title; and
11. The ground level installation and screening of utilities not greater than five feet in height.

D. *Preapplication design review.*

1. Preapplication review is required for all new non-residential and multi-family residential developments with four or more stories and all new developments on a lot or lots totaling 11,000 square feet or more. Applicants of projects exempt from preapplication design review may request a preapplication design review at their discretion.
2. The purpose of preapplication review is to allow the Commission to exchange ideas and give direction to the applicant on the "design concept", keeping in mind the purpose of this chapter and the application of the evaluation standards.
3. Preapplication review materials shall include the following:
 - a) Project Narrative: A project narrative describing the approach and concept of the project and how the project meets the applicable design review criteria.
 - b) Conceptual Site Plan: A conceptual site plan showing proposed on and off-site improvements. Site plan shall include conceptual landscaping and public amenities. Detailed plant list not required.
 - c) Conceptual Elevations and Floor Plans: Elevations and floor plans for all facades and all levels shall be provided. Elevations shall depict materiality, however, colored renderings not required.

- d) Conceptual Materials and Color Palette: Materials and colors sample board shall be provided for all facades. Photos of materials, representative imagery, and other digital representation of concept is acceptable. Specifications of materials and colors are not required.
 - e) 3D Perspectives: A minimum of two perspectives, one from a street view and one from bird's eye view, showing the massing of the proposed project within the context of the surrounding neighborhood. Adjacent properties and structures must be included. Full color renderings or photo-realistic perspectives are not required.
4. The Administrator may waive the requirement for preapplication review if the project is found to have no significant impact.
 5. Projects that have conducted a preapplication design review meeting with the Commission, as required or voluntary, must file a complete Design Review Permit application and pay all required fees within 180 calendar days of the last review meeting on the preapplication with the Commission, otherwise the preapplication review will become null and void.

17.96.030 Authority of the Administrator and the Commission.

A. *Authority of the administrator.*

1. The administrator shall review all design review requests and determine whether a project can be exempt, approved by the administrator or by the Commission.
2. The administrator is authorized to approve items outlined in section 17.96.010.B, provided they do not conflict with the provisions and requirements of this chapter.
3. The administrator shall determine what application materials and fees, as adopted by resolution, are required to approve exterior modifications as described in section 17.96.040 of this chapter.

B. *Authority of the Commission.*

1. Except for applications that are approved by the administrator in subsection A of this section, the Commission shall review all other application proposals as described in section 17.96.010 of this chapter.

C. *Approval.* The City Council shall approve all permanent encroachments within the City-owned right-of-way associated with a development project.

17.96.050 Criteria, Conditions and security

A. *Criteria.* The Commission shall determine the following before approval is given for design review:

1. The project does not jeopardize the health, safety or welfare of the public.
2. The project generally conforms with the goals, policies, and objectives of the adopted comprehensive plan.

3. The project conforms to all applicable standards and criteria as set forth in this chapter, this title, and any other standards as adopted or amended by the City of Ketchum from time to time.

17.96.060 Improvements and standards

K. *Underground encroachments.*

1. Encroachments of underground building(s) or portions of building(s) into required setbacks are subject to subsection 17.128.020.K of this title and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.
2. No below grade structure shall be permitted to encroach into the riparian setback.

SECTION 18. AMENDMENTS TO SECTION 17.104.070: MOUNTAIN OVERLAY DESIGN REVIEW

Design review applications shall be made and processed according to the regulations contained in chapter 17.96 of this title and as follows:

- A. *Criteria and standards.* The following list of criteria and those contained in chapter 17.96 of this title must be considered and addressed by each applicant seeking design review approval. The Commission will use this list of design review criteria along with that contained in chapter 17.96 of this title as a basis to determine whether a project is to be approved, approved with conditions or denied:
 1. There shall be no building on ridges or knolls which would have a material visual impact on a significant skyline visible from a public vantage point entering the City or within the City. "Material", as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section;
 2. Building, excavating, filling and vegetation disturbance on hillsides which would have a material visual impact visible from a public vantage point entering the City or within the City shall be minimized. "Material", as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section;
 3. Driveway standards as well as other applicable standards contained in title 12, chapter 12.04 of this Code shall be met;
 4. All development shall have access for fire and other emergency vehicles to within 150 feet of the furthest exterior wall of any building;
 5. Significant rock outcroppings shall not be disturbed;
 6. International Building Code (IBC) and International Fire Code (IFC) and Ketchum Fire Department requirements shall be met;
 7. Public water and sewer service shall comply with the requirements of the City;

8. Drainage shall be controlled and maintained to not adversely affect other properties;
9. Cuts and fills allowed for roadways shall be minimized; lengths of driveways allowed shall be minimized; all cuts and fills shall be concealed with landscaping, revegetation and/or natural stone materials. Revegetation on hillsides with a clear zone of 30 feet around all structures is recommended. Said clear zone shall include low combustible irrigated vegetation with appropriate species, on file with the Ketchum Planning Department. Revegetation outside of this clear zone should be harmonious with the surrounding hillsides;
10. Are there other sites on the parcel more suitable for the proposed development in order to carry out the purposes of this section;
11. Access traversing 25 percent or greater slopes does not have significant impact on drainage, snow and earthslide potential and erosion as it relates to the subject property and to adjacent properties;
12. Utilities shall be underground;
13. Limits of disturbance shall be established on the plans and protected by fencing on the site for the duration of construction;
14. Excavations, fills and vegetation disturbance on hillsides not associated with the building construction shall be minimized; and
15. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.
16. Encroachments of underground building(s) or portions of building(s) into required setbacks are subject to subsection 17.128.020.K of this title and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.

**SECTION 19. AMENDMENTS TO CHAPTER 17.116: CONDITIONAL USES
APPLICATION, RESUBMITTAL, TERMS OF PERMITS**

17.116.070 Term of permits.

Activities permitted by the granting of a conditional use permit (CUP) shall commence within 12 months from the date the Planning and Zoning Commission Chair signs the approved findings of fact for such conditional use permit.

All subsequent subsections to be re-numbered accordingly.

SECTION 20. AMENDMENTS TO CHAPTER 17.124: DEVELOPMENT STANDARDS

17.124.020. Accessory buildings and uses.

A. General.

1. The accessory use or structure shall be incidental to and customarily associated with the principal use or structure served.
2. The accessory use or structure shall be subordinate in area, extent and purpose to the principal use or structure served.
3. No accessory use or structure shall be constructed or established on any lot prior to the time of construction of the principal structure to which it is accessory. This section shall not be construed to govern the sequencing of a construction project in which both the principal and accessory structures are to be built simultaneously.

B. "Accessory buildings and uses" are permitted in specific districts as listed in the district use matrix, section 17.12.020 of this title, and may include, but are not limited to, the following:

Animal containment structures.

Cultivation, storage and sale of crops, vegetables, plants and flowers produced on the premises.

Daycare home.

Daycare, on site employees.

Energy system, solar and wind.

Equestrian facility, residential.

Fallout shelters.

Fences, hedges and walls.

Garage.

Home occupations.

Horses and household pets.

Off street loading areas.

Off street parking space.

Outdoor illumination.

Private greenhouses.

Private swimming pool and/or tennis court.

Sawmill, temporary.

Sheds.

Signs.

Storage containers, not permanently affixed to the ground, used only during the first year of construction. All other temporarily or permanently placed storage containers and trailers used for storage or other commercial purpose which are mobile in nature are prohibited in all zoning districts. Such storage containers are not permitted as a primary use in any zoning district. All such containers existing at the effective date hereof shall be removed within two years from the effective date hereof, unless otherwise requested of, and approved by, the City Council.

Storage of merchandise in business and industrial districts.

- C. Total building coverage of all accessory buildings shall not exceed the building coverage of the principal building. An exception to this standard may be granted by the Administrator.
- D. Location and Setbacks:
 - 1. Accessory buildings and structures which do not require a building permit are not subject to setbacks.
 - 2. All accessory structures, except for fences/hedges/walls/retaining structures, may not be located nearer than 3 feet (3') to any lot line.
 - 3. Detached accessory buildings shall have their setbacks based upon their own building height, not the principal building on the subject property.
 - 4. In-ground pools that are one foot or less in height, as measured from existing grade, may occupy setbacks, provided a minimum three-foot setback is maintained from the pool apron or splashguard.

17.124.070 Accessory dwelling units.

- A. *Accessory use.* Accessory dwelling units are only permitted as an accessory use to a one-family dwelling.
- B. *Unit size restrictions.* Accessory dwelling units must contain a minimum of 300 square feet of net livable space, but cannot exceed 1,200 square feet of net livable space.
- C. *Maximum building coverage.* The maximum building coverage of an accessory dwelling unit, together with the primary dwelling unit, shall be the coverage requirements of the underlying zoning district specified in section 17.12.030, "Dimensional standards, districts matrix", of this title. An increase in maximum building coverage of no greater than five (5) percent shall be granted for the construction of a new accessory dwelling unit. This coverage increase shall not apply to the CC Community Core District.
- D. *Parking.* Accessory dwelling units do not require off street parking.
- E. *Storage.* A minimum of 50 square feet of designated storage, exclusive of typical interior closets, including but not limited to entryway, bedroom, or linen closets, shall be provided for all accessory dwelling units.

17.124.130 Fences, hedges and walls

Fences, hedges, walls, and retaining structures may be permitted in the various districts as accessory uses in accordance with the following limitations:

- A. In all zoning districts, except the Light Industrial District, fences, hedges and walls shall not exceed four feet in height when located less than 30 feet from the front lot line and shall not exceed six feet in height when located more than 30 feet from the front lot line;
- B. In the LI-1, LI-2, LI-3 Districts fences shall not exceed seven feet (7') in height;
- C. In all districts, fences, hedges and walls, or any other obstruction to clear vision, shall not be located within 75 feet of the centerline intersection of two streets unless determined otherwise by the City Engineer; and
- D. No barbed wire or other sharp pointed metal fence and no electrically charged fence shall be permitted in any district.
- E. Retaining Structures shall be consistent with the following:
 - 1. *Height Measurement.* The height of a retaining structure shall be measured from the point at which the ground elevation of the city-approved finish grade intersects with the retaining structure to the highest point of the retaining structure.
 - 2. *Retaining Structure Location, Maximum Heights and Minimum Separation within Setbacks.*
 - a. All retaining structures, including footings or foundations, shall be set back at least one foot from any property or right-of-way line, unless the applicant provides a written authorization from the adjacent property owner or owners to allow either all or a portion of the retaining structure to be on or closer to an adjacent property.
 - b. In the LR, LR-2, GR-L and GR-H Districts, retaining structures:
 - i. Less than 30 feet from the front lot line shall not be higher than four feet. Two or more up to four-foot high retaining structures may be permitted, provided the retaining structures are separated by a distance that is equal to two times the height of the structure.
 - ii. The maximum slope gradient allowed between retaining structures shall be a four-foot horizontal to a one-foot vertical (4H:1V) slope.
 - iii. Retaining structures located more than 30 feet from the front lot line shall not be higher than 6 feet.
 - iv. Handrails or guardrails placed on top of retaining walls that extend above the maximum allowable height as defined in this section shall not be included in said height measurement so long as the rail feature is at least 75% transparent.
 - c. In the LI-1, LI-2, and LI-3, retaining structures shall not be higher than seven feet.
 - 3. The Administrator, in consultation with the public works director, may waive or reduce the wall separation distance, may increase the maximum allowed slope gradient between retaining structures, and may increase the allowed maximum height of a retaining structure if the applicant demonstrates the reduced separation distance and/or increased gradient and/or wall height is necessary to:

- a) Retain a greater number or diameter inches of significant trees; or
 - b) Permit the installation of transportation improvements; or
 - c) The alternative separation, slope gradient, or height is not detrimental to the public interest.
4. All retaining structures, four or more feet in height, that are visible from adjacent public rights-of-way or residential properties shall be constructed of or faced with brick, stone, split-face or fluted concrete block, textured poured-in-place concrete, or other materials with texture or screened with landscaping to reduce the apparent mass of the retaining structure.

SECTION 21. ADDITIONS TO CHAPTER 17.124, DEVELOPMENT STANDARDS

17.124.180 – Minimum Residential Densities and Commercial Requirements

- A. *General Requirements.* New development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts must provide a minimum number of residential units as follows:

Zone District	Minimum Residential Density Required			
CC Subdistricts 1 and 2	100% Residential Development 5 units per Ketchum Townsite lot as originally platted			
	Mixed Use Development			
	$\leq 30\%$ Commercial 4 units per Ketchum Townsite lot as originally platted	31-60% Commercial 3 units per Ketchum Townsite lot as originally platted	61-80% Commercial 2 units per Ketchum Townsite lot as originally platted	$\geq 80\%$ Commercial No Minimum except when residential units are provided, there shall be a minimum of 2 units
T	100% Residential Development 7 / 10,000 SF of lot area			
	$\leq 30\%$ Commercial 4 / 10,000 SF of lot area	31-60% Commercial 3 / 10,000 SF of lot area	61-80% Commercial 2 / 10,000 SF of lot area	$\geq 80\%$ Commercial No Minimum except when residential units are provided, there shall be a minimum of 2 units
	T-3000 4 / 10,000 SF of lot area			
T-4000 6 / 10,000 SF of lot area				
GR-H 6 / 10,000 SF of lot area				

B. *Commercial calculation.* For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in KMC Section 17.12.020 – *District Use Matrix* under the categories of “Commercial” or “Public and Institutional”.

1. Commercial area shall be calculated by dividing the net floor area of commercial square footage by the total net floor area for the project.

C. *Minimum commercial.* Mixed-use developments in the CC-1 Zone and for properties located from the alley west of Main Street to N 2nd Avenue between 2nd and 5th Streets within the CC-2 Zone shall have a minimum of 35% of the gross floor area, as defined in KMC 17.08.020, of the ground floor be commercial use(s).

D. *Restaurant incentive.* The minimum residential density requirements shall be reduced by one dwelling unit for new developments proposing restaurants that include necessary utility infrastructure for commercial kitchens, such as but not limited to commercial hood and grease traps.

SECTION 22. AMENDMENTS TO CHAPTER 17.125: OFF STREET PARKING AND LOADING

17.125.030 Off street vehicle parking space.

A. *Minimum parking space.* The minimum parking space and aisle dimensional requirements are as follows:

Angle	Width (Feet)	Length (Feet)	Aisle Width (Feet)
90 degrees	9.0	18	24
60 degrees	9.0	21	18
45 degrees	9.0	19.8	15
Parallel	8.0	23	-
ADA spaces shall meet the dimensional requirements as outlined in the current ADA standards for accessible design.			

B. *Compact vehicle spaces.*

1. Commercial uses and lodging establishments with a minimum of ten or more spaces on the property may have up to ten percent of the required spaces marked for compact vehicles.
2. Compact vehicle spaces must be a minimum of eight feet wide and 16 feet long with aisle widths in accordance with the table above.
3. These spaces shall be designed, designated, marked and enforced as compact spaces.

C. *Tandem parking.* Tandem parking shall be limited to a maximum number of two cars in depth. Tandem parking configurations are permitted for multi-family residential uses provided that both tandem parking stalls are assigned to the same dwelling unit. Tandem parking configurations are permitted for commercial uses provided that both tandem parking stalls are assigned to the same commercial condominium unit or business.

D. *Area unobstructed.* All area counted as off street parking space shall be unobstructed and kept clear of snow and free of other uses.

E. *Access to streets.* Unobstructed access to and from a street shall be provided for all off street parking spaces.

F. *Location.* In all zoning districts surface parking lots shall be located in the rear of a building or lot.

G. *Surfacing material.* Surface parking spaces shall be constructed with asphalt or cement concrete. Compacted gravel or other dustless material may be used for surfacing only upon approval by the administrator.

H. *Lighting and screening.*

1. Lighting used to illuminate off street parking areas shall be directed away from residential properties and shall comply with all requirements of chapter 17.132, "Dark skies", of this title.
2. Parking facilities and all off street and on-site parking spaces shall be effectively screened on any side adjoining a residential zoning district or residential use by a wall, fence or

hedge to a height of six feet, except for the front yard setback area of the adjoining residential property, in which case, the maximum height shall be three feet.

3. All parking and service areas that are adjacent to a street shall be buffered from public views by a combination of landscaping and fences/walls. Such improvements will be for the purpose of beautification and to limit light and glare from vehicle headlights to nearby properties. For safety purposes, views of the parking and service areas from the sidewalk and street shall not be obscured.

I. *Driveway Width.* Measurements for driveway street frontage shall be measured at the property line.

1. Minimum: The unobstructed, all weather surface of a private driveway shall not be less than 12 feet.
2. Maximum: The unobstructed, all weather surface of a private driveway shall not be greater than 35 percent of the linear footage of any street frontage or 30 feet, whichever is less, unless otherwise approved by the City Engineer.
3. Corner lots that front two or more streets may select either or both streets as access and shall meet the provisions above.
4. When calculating the maximum allowed driveway width for flag lots, the flag portion of the lot fronting the street, along with the front property line as defined in this title shall be the linear footage.

J. *Alley Access*

1. Off street parking spaces may be located directly off the alley if the width of the alley can adequately accommodate ingress and egress to the parking spaces.
2. No parking space shall project into an alley, sidewalk, or street.
3. All alleys used as access to loading areas and/or to an off street parking space or spaces shall be surfaced with asphalt or cement concrete. Compacted gravel or other dustless material may be used for surfacing only upon approval by the administrator.

K. *Condition of parking lots.* The owner or manager of the property shall maintain parking facilities and all off street and on-site parking spaces so that they are in good, safe and usable condition and free of public nuisances such as trash and weeds.

L. *On site drainage facilities.* All parking lots shall be designed with adequate on site drainage facilities to prevent the drainage of stormwater onto adjacent properties or walkways or into the public right-of-way.

M. *Snow.* All surface parking lots shall be designed with either an underground heating system to facilitate the removal of snow or a storage area for plowed snow. The storage area shall be 150 square feet for every 55 feet of linear lot width of the surface parking lot.

17.125.040 Off street parking and loading calculations.

A. *Computation rules.* The following rules apply when computing off street parking and loading requirements:

1. *Multiple uses.* Lots containing more than one use shall provide parking and loading in an amount equal to the total of the requirements for all uses, unless a use is exempted by this chapter or a reduction is approved through a shared parking plan or parking demand analysis in compliance with this chapter.
2. *Fractions.* When measurements of the number of required spaces result in fractions, any fraction of 0.49 or less shall be disregarded and any fraction of 0.50 or more shall be rounded upward to the next highest whole number.
3. *Area measurements.*
 - a. *Residential.* Unless otherwise specifically noted, residential parking requirements for all square footage based parking and loading standards shall be computed on the interior square footage of each residential unit, as measured between the interior walls of the unit.
 - b. *Nonresidential.* Unless otherwise specifically noted, non-residential parking requirements for all square footage based parking and loading standards are to be computed on the basis of gross floor area (GFA) as defined by this title.
4. *Employee based standards.* For the purpose of computing parking requirements based on employees the calculation shall be based on the largest number of persons working on any single shift.
5. *Nonconforming due to lack of parking and loading.* No lawfully existing building shall be deemed to be a nonconforming building solely because of lack of parking and loading spaces; provided, that space being used for off street parking or loading in connection with any such building at the effective date of this chapter shall not be further reduced in area or capacity.
6. *Off street parking requirements.* Off street parking requirements apply to uses in all districts, unless otherwise specified.

B. *Off street parking matrix.*

Use Category	Parking Spaces Required
Nonresidential, in zoning districts other than LI-1, LI-2, and LI-3	1 parking space per 1,000 gross square feet ¹
Residential multiple-family dwelling in all districts except CC, T, T-3000, T-4000, and LI-1, LI-2, and LI-3:	
Units 0 to 2,000 square feet	1 parking space
Units 2,001 square feet and above	2 parking spaces
Residential multiple-family dwelling within the Community Core (CC) District and the Tourist (T), Tourist 3000 (T-3000), and Tourist 4000 (T-4000):	
Units 750 square feet or less	0 parking spaces
Units 751 square feet to 2,000 square feet	1 space
Units 2,001 square feet and above	2 parking spaces
Residential (one family dwelling), in all applicable zoning districts	2.0 parking spaces per one-family dwelling

LI-1, LI-2, and LI-3 Zoning Districts:	
Motor vehicle fueling station, motor vehicle service	Where applicable: 1 space per 500 gross square feet and 2 short term holding spaces per fuel pump and 3 spaces per service bay
Office, professional service, business support service, retail trade, convenience store, food service, commercial studio, laundromats and dry cleaners, instructional service, health and fitness facility, daycare	1 space per 250 gross square feet
Residential (including multiple-family dwelling)	1 parking space per bedroom
Wholesale, manufacturing, industrial laundry, hybrid production facility, and all other permitted uses	1 space per 1,000 gross square feet

Note:

1. Refer to definition of floor area, gross and with the additional exclusion of common area meeting the definition found in section 17.08.020 of this title.

C. Exemptions.

1. In the Community Core (CC) and Tourist (T) Zoning Districts the following uses meeting the definitions found in section 17.08.020 of this title are exempt from providing off street parking:
 - a. Community housing.
 - b. Food service.
 - c. Individual retail spaces of 5,500 square feet or less.
 - d. Place of assembly. Places of assembly uses in existence on April 17, 2017 and any expansion of existing place of assemble uses in existence on April 17, 2017 that occur on the same lot or parcel. This exemption shall also apply to any expansion of a place of assembly that includes adjacent lots or parcels but shall be limited to not more than 5,500 square feet above the existing square footage of the assembly use in existence on April 17, 2017.
 - e. The first 5,500 gross square feet for new assembly uses. The first 5,500 gross square feet of an assembly use established or constructed after November 20, 2017.
 - f. The first 5,500 square feet of office and personal service uses.
2. Other uses may be exempted by the administrator upon completion of a parking demand analysis demonstrating the actual demands of the project are less than the minimum requirements of this Code. A parking demand analysis shall be prepared by a registered professional engineer licensed in the State of Idaho.

D. Off street vehicle loading areas. In the LI-1, LI-2, and LI-3 Districts, off street loading areas shall be required as an accessory use for new construction or additions involving an increase in gross floor area as follows:

1. *Number of spaces.*

- a. One off street loading space is required for gross floor area in excess of 2,000 square feet.
 - b. No loading space shall occupy any part of a public street, alley, driveway, or sidewalk. Where practicable to do so, an alley may be used in lieu of the requirement for off street loading space(s) if permission is granted by the administrator.
2. *Dimensions.* An off street loading space shall be a minimum of 180 square feet with no length of the space being less than ten feet.

SECTION 23. AMENDMENTS TO SECTION 17.128.020.K: ENCROACHMENTS OF BELOW GRADE STRUCTURES INTO REQUIRED SETBACKS

- K. Encroachments of underground buildings or portions of buildings into required setbacks are permitted provided all of the following standards are met:
1. Below grade encroachments into the riparian setback are not permitted; and
 2. Construction activity shall not occur on adjacent properties; and
 3. Encroachment of underground buildings or portions of buildings into required setbacks shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare; and
 4. Underground encroachments into required setbacks shall be located entirely below natural, existing, or finished grade, whichever is lowest; and
 5. The ground above underground encroachments within required setbacks that is not otherwise covered by permitted decks, fences, hedges and walls shall be suitably landscaped in keeping with the general character of the surrounding neighborhood or as otherwise required by this Code. Required landscape plans shall address the compatibility of proposed landscaping with the below grade structure, including any necessary irrigation; and
 6. Below grade encroachments into required setbacks shall not interfere with drainage. Required drainage plans shall address the ability of drainage to be managed on the subject property with respect to underground encroachments into required setbacks.
- L. For lots with platted building envelopes, all buildings must be placed according to the location of the platted building envelope or the setbacks, whichever is more restrictive. All other structures may be placed outside of the building envelope or within setbacks provided all other applicable requirements are met. For lots with platted building envelopes, all provisions above shall apply to the platted building envelope or the setback, whichever is more restrictive.

SECTION 24. AMENDMENTS TO CHAPTER 17.148: VARIANCES APPLICATION, RESUBMITTAL, TERMS OF PERMITS

17.148.040 Term of permits. All variances shall be issued and construction shall commence within six months from the date that such variance is granted unless otherwise determined by the Commission; otherwise, the variance shall no longer be considered valid.

SECTION 25. 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 26. REPEALER CLAUSE: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.

SECTION 27. PUBLICATION: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 28. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and 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 _____ 2023.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Exhibit A:
Ordinance 1249 Publication Summary

PUBLICATION SUMMARY

ORDINANCE 1249

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO AMEND KETCHUM MUNICIPAL CODE TITLE 15 – BUILDINGS AND CONSTRUCTION REGARDING THE DEMOLITION OF STRUCTURES; TITLE 16 – SUBDIVISIONS REGARDING LOT CONSOLIDATIONS, PROCESSING PROCEDURES, AND FINAL PLAT REQUIREMENTS; AND TITLE 17 – ZONING REGULATIONS REGARDING GENERAL APPLICATION PROCESSING PROCEDURES, DEFINITIONS, DISTRICT USE MATRIX AND DIMENSIONAL STANDARDS, DESIGN REVIEW APPLICATIONS AND PROCEDURES, BELOW GRADE ENCROACHMENTS, ACCESSORY STRUCTURES, SETBACKS AND BUILDING ENVELOPES, FENCES, HEDGES, WALLS, AND RETAINING STRUCTURES, MINIMUM RESIDENTIAL DENSITIES, MINIMUM COMMERCIAL REQUIREMENTS, DRIVEWAY DIMENSIONS, AND PARKING EXEMPTIONS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1249 of the City of Ketchum, Blaine County, Idaho, adopted on October 2, 2023, is as follows:

- SECTION 1.** Adds requirements to ensure no net loss of dwelling units to permit process for demolition of nonhistoric buildings.
- SECTION 2.** Adds requirements to ensure no net loss of dwelling units to permit process for demolition of historic buildings.
- SECTION 3.** Adds requirements to ensure no net loss of dwelling units to condemnation and demolition of building by neglect.
- SECTION 4.** Adds definition for “Consolidation” and amends definition for “Readjustment of lot lines.”
- SECTION 5.** Adds standards for consolidation of lots.
- SECTION 6.** Stipulates when final plat for lot consolidations may be signed by the City Clerk and recorded.
- SECTION 7.** Adds requirement that preliminary plat application for lot consolidations must be submitted concurrently with building permit application or land use development application as applicable.
- SECTION 8.** Amends final plat contents to clarify certificate requirements for subdivision plats.

- SECTION 9.** Amends final plat procedure for condominium subdivisions to clarify when a final plat can be filed and processed.
- SECTION 10.** Amends final plat procedure to townhouse subdivisions to clarify when a final plat can be filed and processed.
- SECTION 11.** Amends final plat procedure for phased development projects to clarify when a final plat can be filed and processed.
- SECTION 12.** Adds requirements for dormant applications, resubmittal of previously denied applications, and no net loss of dwelling units.
- SECTION 13.** Adds and amends multiple defined terms, including, “Building,” “Building envelope,” “Consolidation,” “Energy system, solar,” “Height of Building/CC District,” “Net livable space (square footage),” “Open space (open site area),” “Setback,” “Structure,” “Residential Density,” and “Retaining Structures” and deletes defined term for “Outdoor residential open space.”
- SECTION 14.** Amends permitted and conditionally permitted uses for certain properties along River Street within the Tourist Zone District, adds requirement for ground-floor commercial with street frontage for certain properties located within the Mixed-Use Subdistrict of the Community Core, and prohibits community housing units in basements.
- SECTION 15.** Fixes error in rear setback requirement for certain zone districts, adds reference to accessory building dimensional standards, and clarifies height standards for roof-mounted solar systems.
- SECTION 16.** Clarifies dimensional standards in the Community Core.
- SECTION 17.** Clarifies Administrative Design Review and Design Review exemptions and amends the Preapplication Design Review submittal material requirements.
- SECTION 18.** Clarifies standards for below-grade encroachments of underground buildings into required setbacks within the Mountain Overlay Zone District.
- SECTION 19.** Clarifies that term for conditional use permits commences once the Planning and Zoning Commission Chair signs the approved findings of fact. Deletes standards for resubmittal of previously denied conditional use permit applications as these standards have been added to apply to all land use development applications in Section 12.

- SECTION 20.** Clarifies standards for accessory buildings, adds requirements for retaining structures, and clarifies standards for accessory dwelling units, including parking exemptions, storage requirements, and building coverage flexibility.

- SECTION 21.** Adds standards for minimum residential densities, establishes minimum commercial requirements for mixed-use developments in the Retail Core and certain properties within the Mixed-Use Subdistrict, and provides an incentive for new developments proposing restaurants.

- SECTION 22.** Adds parking exemption for retail, office, and personal service uses, specifies standards for tandem parking configurations, corrects an error in the street frontage calculation for driveway widths, and clarifies parking exemption for places of assembly.

- SECTION 23.** Clarifies standards for below-grade encroachments of underground buildings into required setbacks and setback requirements for lots with platted building envelopes.

- SECTION 24.** Clarifies terms of permits for variance applications. Deletes standards for resubmittal of previously denied variance applications as these standards have been added to apply to all land use development applications in Section 12.

- SECTION 25.** Provides a savings and severability clause.

- SECTION 26.** Provides a repealer clause.

- SECTION 27.** Provides for publication of this Ordinance by summary.

- SECTION 28.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

Trent Donat, City Clerk

Neil Bradshaw, Mayor

Attachment 2

September 18, 2023

City Council Meeting

Staff Report:

First Reading of Ordinance 1249

Please Click Following Link:

[September 18, 2023 City Council Meeting Staff Report:
First Reading of Ordinance 1249](#)

Attachment 3

Redline Version:
Ordinance 1249

ORDINANCE 1249

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO AMEND KETCHUM MUNICIPAL CODE TITLE 15 – BUILDINGS AND CONSTRUCTION REGARDING THE DEMOLITION OF STRUCTURES; TITLE 16 – SUBDIVISIONS REGARDING LOT CONSOLIDATIONS, PROCESSING PROCEDURES, AND FINAL PLAT REQUIREMENTS; AND TITLE 17 – ZONING REGULATIONS REGARDING GENERAL APPLICATION PROCESSING PROCEDURES, DEFINITIONS, DISTRICT USE MATRIX AND DIMENSIONAL STANDARDS, DESIGN REVIEW APPLICATIONS AND PROCEDURES, BELOW GRADE ENCROACHMENTS, ACCESSORY STRUCTURES, SETBACKS AND BUILDING ENVELOPES, FENCES, HEDGES, WALLS, AND RETAINING STRUCTURES, MINIMUM RESIDENTIAL DENSITIES, MINIMUM COMMERCIAL REQUIREMENTS, DRIVEWAY DIMENSIONS, AND PARKING EXEMPTIONS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Idaho Code Section 67-6524 authorizes local jurisdictions to enact interim ordinances, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City’s ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the “City”) is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and

WHEREAS, the City is experiencing an increase in the redevelopment of property as more than half of the City’s housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and

WHEREAS, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and

WHEREAS, Interim Ordinance 1234 went into effect on October 19, 2022 for a period of one year, and

WHEREAS, the City conducted additional analysis of the requirements of the interim ordinance over the past year including a commercial demand analysis, financial feasibility analysis, analysis of past and future development proposals to determine if the requirements of the ordinance are successful in helping the city achieve its vision, and

WHEREAS, the City identified changes to the interim ordinance that are not contributing to the city’s ability to achieve its vision and have made revisions accordingly, and

WHEREAS, the City identified other changes to Title 15, Title 16, and Title 17 that would be beneficial to the community including process improvements, code clarifications, and the removal of barriers to the construction of accessory dwelling units, and

WHEREAS, the City hosted two community open houses on July 12, 2023 and an online survey to obtain feedback from the community on proposed changes to the city’s municipal code, and

WHEREAS, the Planning and Zoning Commission held a public hearings on August 8 and August 22, 2023 to review this ordinance, as prepared by staff, reflecting feedback from the community; and

WHEREAS, the Planning and Zoning Commission recommended approval of this ordinance at a regular meeting on August 22, 2023; and

WHEREAS, the City Council held a public hearing on September 18, 2023 to review Ordinance 1249, information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, the City Council held the first reading of Ordinance 1249 on September 18, 2023; and

WHEREAS, The City Council held the second and third readings of Ordinance 1249 on October 2, 2023 resulting in approval of this ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO:

SECTION 1. AMENDMENTS TO SECTION 15.16.030: PERMIT PROCESS FOR DEMOLITION OF A NONHISTORIC BUILDING.

A. General provisions.

- 1. No demolition permit shall be issued for any building until a building permit application for a replacement project on the property and the required fees have been accepted by the City and deemed complete.**
- 2. Demolition and subsequent redevelopment of property, in any zone district, may not result in the net loss of dwelling units.**

3. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms per section 17.08.020 such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.

All subsequent subsections to be re-numbered accordingly.

SECTION 2. AMENDMENTS TO SECTION 15.16.040: PERMIT PROCESS FOR DEMOLITION OF A HISTORIC BUILDING.

A. General provisions.

1. No demolition permit shall be issued for any historic building listed on the Historic Building/Site List without approval by the Historic Preservation Commission through the process described in Chapter 17.20 Historic Preservation.
2. No demolition permit shall be issued for any building until a building permit application for a replacement project on the property and the required fees have been accepted by the City and deemed complete.
3. Demolition and subsequent redevelopment of property, in any zone district, may not result in the net loss of dwelling units.
4. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms per section 17.08.020 such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.

All subsequent subsections to be re-numbered accordingly.

SECTION 3. AMENDMENTS TO SECTION 15.16.050, CONDEMNATION AND DEMOLITION BY NEGLECT.

A. General provisions. In the event of imminent and substantial danger to the health or safety of the public due to neglect or condemnation of the building as determined by the building official or his/her designee, the following provisions shall apply:

1. Ana historic building may be exempt from the provisions of section 15.16.040 of this chapter and a demolition permit can be accepted and process per the provisions of section 15.16.030, but not from section 15.16.030 of this chapter. Prior to demolition of the structure, a security agreement shall be entered into between the owner of the property and the City of Ketchum.
2. Prior to demolition of the building(s), a development agreement shall be entered into between the owner of the property and the City of Ketchum stipulating the total number of units required at the time of future development of the property will be at least in an amount sufficient to result in no net loss of dwelling units. Said development agreement shall be recorded against the property with the office of the Blaine County, Idaho, Clerk and Recorder.

SECTION 4. AMENDMENTS TO SECTION 16.04.020: DEFINITIONS.

Consolidation: The action or process of combining more than one lot or unit into a single lot or unit.

Readjustment of lot lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes and, boundary shifts, and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor consolidate or create additional lots or dwelling units.

SECTION 5. AMENDMENTS TO SECTION 16.04.030.C: PRELIMINARY PLAT PROCEDURE.

C. Preliminary plat procedure.

1. Application. The subdivider shall file with the Administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
 - a. Consolidation of lots within the City may be permitted in certain zone districts as follows:

<u>Zone District</u>	<u>Consolidation of Lots</u>
<u>CC - Subdistricts 1 and 2</u>	<u>Permitted subject to additional standards noted in section 16.04.030.C.4</u>
<u>T</u>	
<u>T-3000</u>	
<u>T-4000</u>	
<u>GR-H</u>	
<u>LI, LI-2, and LI-3</u>	
<u>RU and AF</u>	
<u>GR-L</u>	<u>Permitted subject to waiver as noted in section 16.04.130</u>
<u>LR, LR-1, and LR-2</u>	
<u>STO-1, STO-4, and STO-H</u>	

4. Review by Administrator. The Administrator shall review the preliminary plat application and data as well as the recommendations received from the various departments and agencies to ensure that such application and plat are in conformance with all applicable rules and regulations. All preliminary plat applications for consolidation of lots must also demonstrate conformance with all applicable building permit and land use development approvals, all applicable rules and regulations in Title 17 – Zoning Regulations, and general conformance with the adopted comprehensive plan. The Administrator shall report and make recommendations to the commission.

SECTION 6. AMENDMENTS TO SECTION 16.04.030.G: FINAL PLAT PROCEDURES.

G. *Final plat procedures.* After approval of the preliminary plat, the subdivider shall cause the subdivision to be surveyed and a final plat to be prepared in conformance with the preliminary plat as approved, and Idaho Code title 50, chapter 13. Upon completion of such final plat, the subdivider shall file same and all other documents required with the Administrator. In the event the final plat does not substantially conform to the approved preliminary plat, the Administrator shall consider such plat a preliminary plat and the public notice and hearing procedures set forth herein in section 16.04.030.D shall apply.

The subdivider shall submit two sets of the final plat and plan specifications of all required improvements, together with a current title report showing proof of ownership in the land to be subdivided. When submitted to the Administrator, the final plat shall bear all required certificates, acknowledgments and signatures.

Upon receipt of a final plat in compliance with all requirements, the Administrator shall approve the final plat and affix the date of acceptance and his or her signature on such final plat. Thereafter, the Administrator shall place the final plat upon the council's next regular meeting agenda and the council may conduct a public hearing to hear testimony of the subdivider and any witnesses on his or her behalf and any witnesses including interested citizens. If the final plat conforms to all requirements of this chapter, all conditions placed upon preliminary plat by the council, and all requirements of Idaho law, the council shall approve such final plat. A final plat for consolidation of lots shall not be signed by the City Clerk and recorded until a building permit is issued for the development unless otherwise agreed to by the City Council.

SECTION 7. AMENDMENTS TO SECTION 16.04.030.J: APPLICATION AND PRELIMINARY PLAT CONTENTS.

J. *Application and preliminary plat contents.* A preliminary plat application shall include the following: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals 100 feet and shall show the following:

To be shown on plat:

1. The scale, north point and date.
2. The name of the proposed subdivision.
3. The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
4. Legal description of the area platted.
5. The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
6. A contour map of the subdivision with contour lines and a maximum interval of two feet to show the configuration of the land based upon the United States Geodetic Survey data, or other data approved by the City Engineer.
7. The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
8. Boundary description and the area of the tract.
9. Existing zoning of the tract.
10. The proposed location of street rights-of-way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
11. The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
12. The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
13. The direction of drainage, flow and approximate grade of all streets.
14. The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
15. Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
16. The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
17. Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of 25 percent or greater; or upon any lot which will be created adjacent to the intersection of two or more streets.
18. Lot area of each lot.
19. Existing mature trees and established shrub masses.

To be provided to Administrator:

20. All subdivision applications for consolidation of lots must be submitted concurrently with a building permit application or land use development application as applicable.
- ~~21~~ 20. Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County assessor.
- ~~22~~ 21. All percolation tests and/or exploratory pit excavations required by State health authorities.
- ~~23~~ 22. A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
- ~~24~~ 23. A current title report shall be provided at the time that the preliminary plat is filed with the Administrator, together with a copy of the owner's recorded deed to such property.
- ~~25~~ 24. A digital copy of the preliminary plat shall be filed with the Administrator.

SECTION 8. AMENDMENTS TO SECTION 16.04.030.K: CONTENTS OF FINAL PLAT.

K. *Contents of final plat.* The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of 18-inch by 24-inch Mylar paper with no part of the drawing nearer to the edge than one-half inch, and shall be in conformance with the provisions of Idaho Code title 50, chapter 13. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The

contents of the final plat shall include all items required under Idaho Code title 50, chapter 13, and also shall include the following:

1. Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
2. Location and description of monuments.
3. Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
4. Names and locations of all adjoining subdivisions.
5. Name and right-of-way width of each street and other public rights-of-way.
6. Location, dimension and purpose of all easements, public or private.
7. The blocks numbered consecutively throughout each block.
8. The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
9. The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
10. Scale, north arrow and date.
11. Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
12. A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
13. Certificate by a registered ~~engineer or professional land~~ surveyor ~~preparing making the map plat~~ certifying ~~to the accuracy correctness~~ of ~~the surveying~~ plat.
14. A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
15. Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
- ~~16. Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.~~
- ~~17.16.~~ Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
- ~~18.17.~~ Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
- ~~19.18.~~ Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.

SECTION 9. AMENDMENTS TO SECTION 16.04.070.C: CONDOMINIUMS.

C. Final plat procedure.

1. The final plat procedure contained in subsection 16.04.030.F of this chapter shall be followed. However, the final plat shall not be ~~filed, received, and processed until a framing inspection has been passed for the project. signed by the City Clerk and recorded until the condominium has received:~~
 - ~~a. A certificate of occupancy issued by the City of Ketchum; and~~
 - ~~b. Completion of all design review elements as approved by the Planning and Zoning Administrator.~~
- ~~2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this Code. Prior to final plat approval, the subdivider shall submit to the City a copy of the final bylaws and condominium declarations which shall be approved by the council and filed with the Blaine County Recorder, including the instrument number(s) under which each document was recorded.~~

SECTION 10. AMENDMENTS TO SECTION 16.04.080.D: TOWNHOUSES.

D. Final plat procedure.

1. The final plat procedure contained in subsection 16.04.030.G of this chapter shall be followed. However, the final plat shall not be ~~filed, received, and processed until one of the following:~~
 - ~~a) Detached Townhouses – a building permit is issued for the first unit.~~
 - ~~b) Attached Townhouses – a foundation inspection has been passed for the building.~~
 - ~~a) signed by the City Clerk and recorded until the townhouse has received either:~~
 - ~~a. A certificate of occupancy issued by the City of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the Planning and Zoning Administrator; or~~
 - ~~b. Signed council approval of a phased development project consistent with section 16.04.110 herein.~~
- ~~2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this Code.~~

SECTION 11. AMENDMENTS TO SECTION 16.04.110.B: PHASED DEVELOPMENT PROJECTS.

- B. Development plan.** In addition to the preliminary plat, subdivision application and data, the subdivider shall submit to the Administrator a development plan with a schedule for the entire project, containing all of the information required in subsection 16.04.030 of this chapter. The development plan, if approved, shall be the master plan for the entire project subject to modification by the subdivider through the same procedures as required for approval of the preliminary plat. Phased development projects or portions of phased development projects that have not received final plat approval are subject to additional regulations of subsequently adopted or amended ordinances and statutes. The approval of the development plan shall occur concurrently with preliminary plat approval. Final plat approval for each phase of a built project, ~~as evidenced by the receipt of a valid building permit and issuance of a certificate of occupancy,~~ shall follow the procedures set forth in section 16.04.110.D herein. The time limitations set forth in subsection 16.04.030.I of this chapter shall apply to phased developments.

SECTION 12. AMENDMENT TO SECTION 17.04.030, APPLICATION OF REGULATIONS:

17.04.030 Application of regulations.

A. Except as provided in this title, no building, structure or land shall be used and no building or structure or part shall be erected, constructed, reconstructed, repaired, moved or structurally altered except in conformance with the regulations specified in this title for the district in which it is located; nor shall any yard, lot or open space be reduced in dimensions or area to an amount less than the minimum requirements set forth in this title. Uses permitted in each district shall apply to each lot in such district.

B. -Applications: resubmittal of a previously denied application. After a final decision that results in the denial of a development application by the decision-making body, an applicant wishing to resubmit the same plan for approval:

1. May not submit the same development application or one substantially the same, as determined by the Administrator, for a period of one year from the date of the most recent ruling of denial; or
2. May submit a revised application that adequately addresses all of the stated reasons for denial. The Administrator shall determine whether:
 - a) a new submittal adequately addresses all of the stated reasons for denial and can proceed with a submittal; or,
 - b) a new submittal is sufficiently altered from the project denied that it qualifies as a new application for a different project.

In either scenario, such application shall be treated as a new application for purposes of review and scheduling.

C. Applications: dormant applications.

1. If, at any point in a development application review process, the Administrator has notified the applicant that additional or corrected materials are required, and the applicant has not submitted those materials within three months after the date of such notification, the application will be considered withdrawn. The Administrator may extend the three-month period if requested by the applicant prior to its expiration and upon the applicant's demonstrating good cause for the additional delay. The Administrator may grant no more than two extensions.
2. Any re-submittal of the application after the three-month deadline will be treated as a new application for purposes of payment of application fees, review, scheduling, public notice, and hearings.

D. Applications: no net loss of units. Development of property, in any zone district, may not result in the net loss of dwelling units. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, "dwelling, one family", "dwelling, multi-family", "dwelling unit, accessory", and "work/live unit".

SECTION 13. AMENDMENTS AND ADDITIONS TO SECTION 17.08.020: TERMS DEFINED:

Building:

- A. Any permanent structure built for the shelter or enclosure of persons, animals, chattels or property of any kind, which:
 1. Is permanently affixed to the land; and
 2. Has one or more floors and a roof.
- B. Any above grade appendages to said ~~structure~~building, such as decks, roof overhangs ~~and~~ porte-cocheres, and the like, are part of said building for purposes of determining building coverage, setbacks or other regulations unless otherwise specified.

Building envelope: The site for location of a building, as defined in this section, delineated on a preliminary plat and final plat.

Consolidation: The action or process of combining more than one lot or unit into a single lot or unit.

Energy system, solar: Any solar collector panel(s), film(s), shingle(s), or other solar energy device(s), or solar structural component(s), mounted on a building or on the ground and including other appurtenant structures and facilities, whose primary purpose is to provide for the on site collection, storage, and distribution of solar, or radiant, energy received from the sun and used for heating or cooling, for water heating, and/or for generation of electricity. A solar energy system may be ground mounted (i.e., placed on top of the ground surface) or roof mounted (i.e., placed on or as an integral part of a building). ~~Roof mounted systems may extend an additional two feet beyond the maximum height allowance of the zoning district in which they are located.~~ Ground mounted systems shall meet all required dimensional standards for accessory structures.

Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade. One or multiple steps along the side facades are allowed, except no step shall occur within 40 feet of the front property line elevation or within 35 feet of the rear property line facade. The City shall establish the elevation points used to calculate the average elevation of the front and rear property lines (see illustration A on file in the office of the City Clerk).

Net livable space (square footage): The floor area within a dwelling unit measured to the inside face of the perimeter walls of the dwelling unit.

~~Outdoor Open space (open site area): An area of a building located and oriented to encourage communal gathering and activity, to provide views of cultural resources and natural resources, and/or to preserve and protect mature and healthy trees and landscaping on the site. These spaces are open for use by all occupants and users of a building. Outdoor open spaces located on the ground floor are typically also open to the public.~~ Open space area is all area of a lot not including buildings, structures, parking areas, driveways, cul-de-sacs or streets.

~~Outdoor residential open space: An area of a building, as defined in "outdoor open space" of this section, which is open to all residents of the building, but may not necessarily be open to the public.~~

Setback: The minimum horizontal distance between a specified lot line (front, side, rear), measured along a straight line and at a right angle to such lot line, and the nearest point of an above grade or below grade underground building ~~or structure~~; below grade structures underground buildings or portions of buildings may encroach into required setbacks subject to subsection 17.128.020.K of this title.

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 in height, decks less than 30 inches above~~

grade, paved areas, and structural or nonstructural fill. Anything constructed, installed or erected which requires location on the ground, or over the water, or is attached/supported by something on the ground, including but not limited to buildings, fences/hedges/walls/retaining structures, sport courts, swimming pools and the like, but excluding poles, lines, cables or similar devices used in the transmission or distribution of public utilities.

Residential Density: The number of dwelling units per square feet of lot area.

Retaining Structures: Retaining walls, rockeries, modular block walls, rock walls, or any other structures which retain soil, retain earth surcharge, protect an exposed soil face, or serve as a gravity retaining wall.

SECTION 14. AMENDMENTS TO SECTION 17.12.020: DISTRICT USE MATRIX

A. *District use matrix.*

1. *Use matrix.* The district use matrix lists all use types and all zoning districts where the use type is permitted (P), permitted with approval of a conditional use permit (C) or permitted as an accessory use (A) to a principal use.
2. *Prohibited uses.* All uses not specifically listed in the district use matrix are prohibited, except where state or federal law otherwise preempts local land use regulation.
3. *Overlay districts.* Regardless of whether the district use matrix lists a use type as permitted, permitted with approval of a conditional use permit or permitted as an accessory use to a principal use, the use type shall be further regulated and prohibited if listed as a prohibited use in any applicable overlay district.
4. *Additional requirements.* In addition to requirements listed in applicable overlay districts, additional requirements for specific uses are listed in chapter 17.124, "Development standards", of this title.
5. *Floor area ratios (FAR) and community housing.* Refer to sections 17.124.040, 17.124.050, "Hotels", 17.100.030 and 17.101.030 of this title for FAR and community/inclusionary housing requirements.
6. *Accessory use.* An accessory use, unless otherwise permitted for in this title, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site, unless otherwise specified in chapter 17.116, "Conditional uses", of this title.

P = Permitted						C = Conditional						A = Accessory							
District Uses	LR	LR-1	LR-2	GR-L	GR-H	STO-4	STO-1	STO-H	T	T-3000	T-4000	CC SD 1	CC SD 2	LI-1	LI-2	LI-3	RU	AF	
Residential:																			
Dwelling, multi-family				P ¹	P ³⁸			P	P ^{38,43}	P ³⁸	P ³⁸	P ^{26, 38,43}	P ^{38, 39, 43}	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁹		
Dwelling, one-family	P	P	P	P ²	P	P	P	P	P/See Note 41 & 28	P	P	See note 28	See note 28				C ¹⁹	P	
Residential care facility	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ²⁶	P						
Short-term rental	P ³³	P ³³	P ³³	P ³³	P ³³	P ³³	P ³³	P ³³	P ³³	P ³³	P ³³	P	P				P ³³	P ³³	
Work/live unit														C ¹⁴	C ¹⁴	C ¹⁴			
Commercial:																			
Adult only business																			C
Agriculture, commercial																			P
Business support service									P ⁴⁰			P	P	P	P				
Commercial off-site snow storage									P/C ³²			P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²			
Construction material laydown yard														P	P	P			
Convenience store									P			P	P	P ¹²	P ¹⁶				
Craft/cottage industry														P	P	P			
Daycare center				C ⁴	C ⁴				P ⁴	P ⁴	P ⁴	P	P	C ¹⁷		C ¹⁷			
Daycare facility				C ⁴	P ⁴			C ⁴	P ⁴	P ⁴	P ⁴	P	P	C ¹⁷		C ¹⁷	P ⁴		
Drive-through facility									P ^{9,40}			P ⁹	P ⁹						
Equestrian facility																		C	C
Food service									P	P ⁶	P ⁶	P	P	P/C ¹⁵	P/C ¹⁵			C ²⁹	
Golf course	P	P	P	P	P	P	P	P	P ⁴¹	P	P							C	
Grocery store									P ⁴⁰			P	P						
Health and fitness facility - wellness focus									P			P	P	P ³⁷	P ³⁷	P ³⁷			
Hotel									P ²⁵	P ²⁵	P ²⁵	P ²⁵	P ²⁵						
Hybrid production facility									P ⁴⁰			P	P	P	P				
Industrial design														P	P	P			
Instructional service									P ⁴⁰			P	P	C ³⁷	C ³⁷				
Kennel, boarding														P	P				
Laundry, industrial														P	P				
Lodging establishment									P	P	P	P	P						
Maintenance service facility														P	P			C	
Manufacturing														P	P				
Mortuary									C ⁴⁰			C	C						

Motor vehicle fueling station														C ³¹	C ³¹			
Motor vehicle sales														C	C			
Motor vehicle service														P	P			
Neighborhood off-site snow storage	P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²		P/C ³²	P/C ³²							
Office, business									C/P ⁴⁰				P ¹⁰	P			P	
Office, contractor-related business									C/P ⁴⁰				P ¹⁰	P	P	P	P	
Outdoor entertainment									P	P	P	P	P					
Personal service									P	P ⁶	P ⁶	P	P		P ¹³			
Professional research service															P	P	P	
Recreation facility, commercial									C/P ^{20,40}	C	C		p ²⁰	p ²⁰				C
Recreation facility, high intensity															P	P		
Repair shop									P	P ⁶	P ⁶	P	P	P	P			
Retail trade									P ⁵ /P ^{34,40}				P ³⁴	P ³⁴	P ¹²	P ¹⁶		C ²⁹
Self-service storage facility															P	P		
Ski facility									C/See Note 41	C	C							C C
Storage yard															P	P	P	
Studio, commercial									P ⁴⁰				P	P	P ³⁵	P ³⁵	P ³⁵	
TV and radio broadcasting station															P	P	P	
Tourist house									P/P ^{11,40}	P	P		P ¹¹	P ¹¹				
Tourist housing accommodation						P	P	P	P/See Note 41	P	P							
Truck terminal															P	P		
Veterinary service establishment															P	P		C ²¹
Warehouse															P	P	P	
Wholesale															P	P		
Wireless communication facility	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³
Public and institutional:																		
Assembly, place of				C ³	C ³				C ⁴²					C	C			
Cemetery																		C C
Cultural facility									P ⁴⁰				P	P				C
Geothermal utility											C ⁷							
Hospital									C ⁴²					C	C			
Medical care facility					C				P					P	P			

Nature preserve	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P
Parking facility, off-site									C	C	C	C	C	P	P	P		
Parking, shared									C ⁸ /P ^{8,40}	C ⁸	C ⁸	P ⁸	P ⁸	C ⁸	C ⁸	C ⁸		
Performing arts production									P ⁴⁰			P	P				C	
Public use	C	C	C	C	C	C	C	C	P	C	C	P	P	P	P	P	P	C
Public utility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Recreation facility, public	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P
Recycling center																C		
School residential campus																	P ³⁰	
Semi-public use					C				C/-P ⁴⁰	C	C	P	P				C	C
Accessory:																		
Agriculture, urban	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²
Avalanche protective, deflective, or preventive structure/earthwork	C	C	C	C	C	C	C	C	C	C	C						C	C
Daycare home	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴			C ⁴				A ⁴
Daycare, onsite employees														A	A	A		
Dwelling unit, accessory	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸					A ¹⁸
Electric vehicle charging station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Energy system, solar	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Energy system, wind	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Equestrian facility, residential	A	A	A	A	A	A	A	A	A/See Note 41	A	A							A
Fallout shelter	A	A	A	A	A	A	A	A	A/See Note 41	A	A							A
Guesthouse	A	A	A	A	A	A	A	A	A/See Note 41	A	A							
Home occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Recreation facility, residential	A	A	A	A	A	A	A	A	A	A	A	A	A	A ³⁶	A ³⁶	A ³⁶		
Sawmill, temporary																		C

1. A multi-family development containing up to two dwelling units is permitted.
2. Two one-family dwellings are permitted.
3. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in chapter 17.08 of this title are permitted.
4. Use is not permitted in the avalanche zone. Reference Zoning Map.
5. Retail trade is permitted but must not exceed 2,500 square feet.
6. Uses must be subordinate to and operated within tourist housing and not to exceed ten percent of the gross floor area of the tourist housing facility.
7. Utility for offsite use.
8. See section 17.125.080 of this title for shared parking standards.
9. Drive-throughs are not allowed in association with food service establishments.
10. This is a permitted use, however offices and professional services on the ground floor with street frontage require a conditional use permit.
11. Tourist houses shall only be located in existing one-family dwellings. Additions to the home shall not exceed 20 percent of the existing square footage.
12. The following forms of retail trade are permitted: a) equipment rental, including sporting equipment and entertainment equipment, b) building, construction and landscaping materials; small engines with associated sales, c) retail in conjunction with manufacturing, warehousing or wholesaling not to exceed 30 percent gross floor area or 800 square feet, whichever is less; no advertising is displayed from windows or building facades; and no access onto a major arterial is allowed if an alternative access is available.
13. Personal service is not allowed except for laundromats and dry cleaning establishments.
14. See section 17.124.090 of this title for Industrial Districts residential development standards.
15. Catering and food preparation is permitted. Restaurants require a conditional use permit and shall not exceed 1,000 square feet and serve no later than 9:00 p.m. unless expressly permitted through approval of the conditional use permit.
16. The following forms of retail trade are permitted: a) equipment rental, including sporting equipment and entertainment equipment; b) building, construction and landscaping materials; small engines with associated sales; c) furniture and appliances in conjunction with warehousing not to exceed 18 percent gross floor area or 900 square feet, whichever is less; d) other retail in conjunction with manufacturing, warehousing or wholesaling; it is limited to ten percent gross floor area or 500 square feet, whichever is less. Retail uses c) and d) of this note shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available.
17. See subsection 17.124.120.C of this title for Industrial Districts daycare development standards.
18. See section 17.124.070 of this title for accessory dwelling unit development standards.
19. A maximum of five dwelling units are allowed through a conditional use permit and shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.
20. Indoor only.
21. Only allowed in conjunction with an equestrian facility.
22. See section 17.124.080 of this title for urban agriculture development standards.
23. See chapter 17.140 of this title for wireless communications facility provisions.
24. Allowed on the ground floor only.
25. See section 17.124.050 of this title for hotel development standards.
26. Ground floor street frontage uses are limited to retail and/or office uses. In Subdistrict 1 office uses require a conditional use permit.
27. Ground floor only.
28. Through the provision of a conditional use permit, the Planning and Zoning Commission may approve a 20 percent increase to the total existing square footage of an existing nonconforming one-family dwelling.
29. Use is allowed as an accessory use through the provision of a conditional use permit.
30. Development agreement and compliance with subsection 17.124.090.C of this title required.
31. Vehicular access from Highway 75 to motor vehicle fueling stations is prohibited.
32. All commercial and neighborhood off-site snow storage uses are subject to the standards set forth in section 17.124.160 of this title. Conditional use permits are required of all off-site snow storage operations when the project: a) affects greater than ½ acre; or, b) has, at the discretion of the Administrator, the potential to negatively impact neighboring uses within 300 feet of the proposed neighborhood or commercial off-site snow storage operation.
33. Short term rental in the Avalanche Overlay Zone is permitted subject to the regulations found in chapter 17.92, "Avalanche Zone District (A)", of this title.
34. Gross floor area for individual retail trade is limited to 36,000 gross square feet and net leasable floor area for grouped retail trade is limited to 55,000 net leasable square feet.
35. Commercial studios in the Light Industrial Districts are subject to the standards of section 17.124.150 of this title.
36. Residential recreation facilities in the Light Industrial Districts are not allowed except for residents and guests of a particular residential development.
37. Permitted on the second floor and above only. For single-story buildings in existence on July 1, 2019 the use is permitted on the ground floor.

38. See section 17.124.180 for minimum residential density requirements for projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC Zone and 0.5 FAR in the T, T-3000, T-4000, and GR-H Zone districts.
39. Ground floor residential with street frontage is not permitted for the properties located from the alley west of Main Street to N 2nd Avenue between 2nd and 5th Streets within Subdistrict 2 of the CC Zone. See Map A on file with the Administrator.
40. Permitted for properties with frontage along River Street from S Leadville Ave to S 2nd Ave. See Map B on file with the Administrator.
41. Prohibited for properties with frontage along River Street from S Leadville Ave to S 2nd Ave. See Map B on file with the Administrator.
42. Permitted through conditional use permit for properties with frontage along River Street from S Leadville Ave to S 2nd Ave. See Map B on file with the Administrator.
43. Community housing units are not permitted within basements.

SECTION 15. AMENDMENTS TO SECTION 17.12.030: DIMENSIONAL STANDARDS, DISTRICTS MATRIX.

17.12.030 – Dimensional standards, districts matrix.

- A. Unless otherwise specified, development in the City shall comply with the standards set forth in the dimensional standards, districts matrix. All Community Core District dimensional standards are listed in section 17.12.040 of this chapter.
- B. The minimum lot size listed in the dimensional standards, districts matrix applies unless the health district determines that additional area is required to meet minimum health standards.
- C. In addition to the requirements of the dimensional standards, districts matrix, the regulations of chapter 17.128, "Supplementary location and bulk regulations", of this title apply.

Districts	Minimum Lot Area	Minimum Lot Area With PUD*	Minimum Lot Area, Townhouse Sublot	Lot Width	Building Height	Maximum Building Coverage ⁸ / FAR	Minimum Open Space	Front Setback ⁸	Side Setback ⁸	Rear Setback ⁸	Lot Lines Created By Townhouse Sublots	Setbacks From Hwy 75	Any Set back Along Warm Springs Road	Setbacks Along 200' Former Railroad ROW
LR	9,000 sf	n/a	n/a	80' average	35' ⁹	35%	n/a	15'	The greater of 1' for every 2' in building height, or 10'	20'	n/a	25'/32' ⁷	30'	3'
LR-1	1 acre	n/a	n/a	100' average	35' ⁹	25%	n/a	15'	The greater of 1' for every 2' in building height, or 10'	20'	n/a	80'	30'	n/a
LR-2	2 acres	n/a	n/a	100' average	35' ⁹	25%	n/a	15'	The greater of 1' for every 2' in building height, or 10'	20'	n/a	400' ⁶	30'	n/a
GR-L	8,000 sf	8,000 sf plus 4,000 for every unit over 2	Equal to that of the perimeter of the townhouse unit	80' average	35' ⁹	35%	n/a	15'	The greater of 1' for every 3' in building height, or 5' ¹	The greater of 1' for every 3' in building height, or 15'¹	0'	25'/32' ⁷	30'	n/a
GR-H	8,000 sf	n/a	Equal to that of the perimeter of the townhouse unit	80' average	35' ²⁹	See FAR requirements in section 17.124.040 of this title	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. One-family dwellings must maintain at least 10' ¹	The greater of 1' for every 3' in building height, or 15' ¹	0'	25'/32' ⁷	30'	5', however 3' required for one-/two-family dwelling units
STO-.4	0.4 acres	n/a	n/a	80' average	35' ⁹	25%	n/a	15'	The greater of 1' for every 2' in building height, or 10'	The greater of 1' for every 2' in building height, or 20'	n/a	400'	30'	n/a
STO-1	1 acre	n/a	n/a	100' average	35' ⁹	25%	n/a	15'	The greater of 1' for every 2' in building height, or 10'	The greater of 1' for every 2' in building height, or 20'	n/a	400'	30'	n/a
STO-H	9,000 sf (minimum of 3,000 sf per unit)	n/a	Equal to that of the perimeter of	100' average	35' ⁹	35% building coverage, and 75% covered by buildings, parking	n/a	15'	The greater of 1' for every 3' in building height, or 5' ¹	The greater of 1' for every 3' in building height,	0'	400'	30'	n/a

			the townhouse unit			areas and accessory buildings				15' ¹				
T	8,000 sf	n/a	Equal to that of the perimeter of the townhouse unit	80' average	35' ^{2,9}	See FAR requirements in section 17.124.040 of this title	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. At least 10' for one-family dwellings ¹	The greater of 1' for every 3' in building height, or 10'. At least 15' for one-family dwellings ^{1,2}	0'	25'/32' ⁷	30'	5', however 3' required for one-/two-family dwelling units
T-3000	8,000 sf	n/a	Equal to that of the perimeter of the townhouse unit	80' average	35' ^{2,9}	See FAR requirements in section 17.124.040 of this title	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. At least 10' for one-family dwellings ¹	The greater of 1' for every 3' in building height, or 10'. At least 15' for one-family dwellings ^{1,2}	0'	n/a	30'	n/a
T-4000	8,000 sf	n/a	Equal to that of the perimeter of the townhouse unit	80' average	35' ^{2,9}	See FAR requirements in section 17.124.040 of this title	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. At least 10' for one-family dwellings ¹	The greater of 1' for every 3' in building height, or 10'. At least 15' for one-family dwellings ^{1,2}	0'	n/a	30'	n/a
RU	9,000 sf	n/a	Equal to that of the perimeter of the townhouse unit	n/a	35' ⁹	25%	n/a	30' ⁴	15' ⁴	15' ⁴	0'	n/a	n/a	n/a
AF	10 acres	n/a	n/a	n/a	35' ⁹	10% (includes pools)	n/a	25'	25'	25'	n/a	n/a	n/a	n/a

Notes:

1. If the lot adjoins a more restrictive district on the side or rear, the more restrictive setbacks of that district shall apply.
2. For building with a roof pitch greater than 5:12 the maximum height to the mean point of the ridge or ridges measured from eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to a height of 44 feet.
3. Reserved.
4. The placement of all structures for conditional uses shall be subject to approval of the Planning and Zoning Commission.
5. A maximum of five percent open site area may be used for private decks or patios and walkways subject to design review approval.
6. 100-foot setback from Highway 75 is required for lots platted prior to 1979.
7. Minimum setbacks along Highway 75: Where the street width is 80 feet, all buildings shall be set back a minimum of 25 feet, and where the street width is 66 feet, all buildings shall be set back a minimum of 32 feet.
8. See section 17.124.020 of this title for accessory building dimensional standards.
9. Roof mounted solar systems may extend an additional two feet (2') beyond the maximum height allowance of the zoning district in which they are located.

SECTION 16. AMENDMENTS TO SECTION 17.12.040: DIMENSIONAL STANDARDS, CC DISTRICT MATRIX.

17.12.040 Dimensional standards, CC District matrix.

- A. Development in the Community Core District shall comply with the standards set forth in the dimensional standards, CC District matrix. Dimensional standards for all other districts, unless otherwise specified, shall be found in section 17.12.030 of this chapter.
- ~~B. In addition to the requirements of the dimensional standards, CC District matrix, the regulations of chapter 17.128, "Supplementary Location And Bulk Regulations", of this title apply.~~

COMMUNITY CORE DIMENSIONAL STANDARDS

Dimensional Standards	Subdistrict 1: Retail Core	Subdistrict 2: Mixed Use
Lot/FAR miscellaneous:		
Minimum lot size	5,500 sq. ft.	
Minimum lot width	Average of 55'	
FAR requirements	See FAR requirements in section 17.124.040 of this title	
Minimum building setbacks:		
Front and street side	0'	5' average
Adjacent to alleyway	3'	
Rear side not adjacent to an alleyway	0'	

Interior side	
Cantilevered decks and overhangs	
Setback for 5th floors	20' from street sides and frontage and 10' on all other sides
Setback for 4th floors for all projects except for projects where 100% of the residential units are community or workforce housing	10'
Non-habitable structures, <u>permanently affixed deck amenities</u> , solar <u>panels visible above roof ridge or parapet</u> , and mechanical equipment <u>and screening</u> affixed to a roof from all building facades for all projects except for projects where 100% of the residential units are community or workforce housing	
<u>Perimeter walls enclosing roof decks</u>	<u>0' provided the perimeter wall is 75% transparent and does not exceed 4 feet in height</u>
Setback for 4th floor habitable and uninhabitable portions of the building, fixed amenities, solar and mechanical equipment for projects where 100% of the residential units are community or workforce housing	An average 10 feet setback from the ground floor building facade.
Maximum building heights:	
Cantilevered decks and overhangs	8' above grade and/or walking surface
Building height	42', unless otherwise allowed in this title
Height of buildings devoted 100% towards community housing ¹	52 ²
Hotel building height (for hotel development standards see subsection 17.124.050.B.6. of this title)	68 ²

Non-habitable structures located on building roof tops	10' <u>above roof ridge or parapet</u>
Perimeter walls enclosing roof top deck and structures	4' above roof surface height. Perimeter roof top walls are required to be at least 75% transparent
Roof top solar and mechanical equipment above roof surface	5'

Note:

1. For purposes of this section, a project in the Community Core Subdistrict 1 that provides 100 percent community housing above the first floor and complies with the ground floor street frontage uses of the subdistrict, shall be considered a 100 percent community housing project.
2. All buildings greater than 48 feet in height or that contain a fourth or fifth floor shall require final approval from the City Council. For hotel height standards, see subsection 17.124.050.B.6 of this title.

SECTION 17. AMENDMENTS TO CHAPTER 17.96: DESIGN REVIEW

17.96.010 Applicability.

A. *Design review.* Design review is required for building, developing, or substantially altering the exterior of the following buildings or projects in all zoning districts:

1. Nonresidential use.
2. Public or semipublic use.
3. Multi-family dwellings, including attached and detached townhomes.
4. Mixed use.
5. Any structure with an original construction date of 1940 or earlier.
6. Any encroachment of an below grade structure underground -building(s) or portions of buildings in a required setback.

B. *Administrative Design Review.* The Administrator is authorized to approve the following, provided they do not conflict with the provisions and requirements of this chapter:

1. Additions under 1,200 square feet
2. Changes to exterior finishes including, but not limited to: 1) siding, paint, and materials; 2) the addition or removal of windows or doors; 3) the addition, removal, or expansion of decks and patios that are less than 30 inches above grade or, if greater than 30 inches above grade, that comply with applicable lot coverage requirements for the zoning district;
3. Minor modifications to projects that have received design review approval by the Commission for the duration of a valid design review approval.

4. Master signage plans pursuant to Section 17.127.030.B.

5. Minor modifications located in an Overlay District as indicated upon the City of Ketchum zoning district map and this title.

6. Any encroachment of an underground building or portions of buildings in a required setback.

B.C. Exemptions. The following items are exempt from design review:

1. One-family dwellings, accessory structures, and accessory dwelling units not located within the Mountain Overlay District.

2. ~~Projects-Buildings or structures~~ not requiring a building permit.

3. Temporary structures.

4. Public art.

~~5. Non-substantial or minor modifications that comply with all applicable design review standards, zoning district standards, and other Code requirements without requiring a variance or other exception. Minor modifications include, but are not limited to:~~

~~6.a.~~ Demolition associated with an approved demolition permit;

~~7.b.~~ Driveway, walkway, and/or landscaping alterations that do not significantly change existing topography or drainage, including the removal of dead or diseased vegetation as certified by an arborist, provided such work is not located in the special flood hazard area or riparian zone;

~~8.e.~~ The installation of fences, hedges, or walls compliant with section 17.124.130 of this title;

~~9.d.~~ Changes to exterior finishes including, but not limited to: 1) siding, paint, and materials; 2) Maintenance and repair of exterior facades; ~~3) the addition of windows or doors; 4)~~

~~10. r~~eroofs; ~~or 5) the addition or expansion of decks and patios that are less than 30 inches above grade or if greater than 30 inches above grade comply with applicable lot coverage requirements for the zoning district;~~

~~11.e.~~ The installation of exterior lighting compliant with chapter 17.132 of this title; and

~~12.f.~~ The ground level installation and screening of utilities not greater than five feet in height.

~~6. Minor modification exemptions, pursuant to subsection B.5. of this section, must be issued in writing by the administrator prior to issuance of a building permit.~~

C.D. Preapplication design review.

1. Preapplication review is required for all new non-residential and multi-family residential developments with four or more stories and all new developments on a lot or lots totaling 11,000 square feet or more. Applicants of projects exempt from

preapplication design review may request a preapplication design review at their discretion.

2. The purpose of preapplication review is to allow the Commission to exchange ideas and give direction to the applicant on the "design concept", keeping in mind the purpose of this chapter and the application of the evaluation standards.
3. Preapplication review materials shall ~~be submitted according to the application requirements of section 17.96.040 of this chapter.~~ include the following:
 - a) Project Narrative: A project narrative describing the approach and concept of the project and how the project meets the applicable design review criteria.
 - b) Conceptual Site Plan: A conceptual site plan showing proposed on and off-site improvements. Site plan shall include conceptual landscaping and public amenities. Detailed plant list not required.
 - c) Conceptual Elevations and Floor Plans: Elevations and floor plans for all facades and all levels shall be provided. Elevations shall depict materiality, however, colored renderings not required.
 - d) Conceptual Materials and Color Palette: Materials and colors sample board shall be provided for all facades. Photos of materials, representative imagery, and other digital representation of concept is acceptable. Specifications of materials and colors are not required.
 - a)e) 3D Perspectives: A minimum of two perspectives, one from a street view and one from bird's eye view, showing the massing of the proposed project within the context of the surrounding neighborhood. Adjacent properties and structures must be included. Full color renderings or photo-realistic perspectives are not required.
4. ~~The Commission may require a model of the project or computer simulation renderings showing the proposal from one or more key vantage points for presentation at regular design review meetings in order to assist in the understanding of the project. Models and computer renderings must include surrounding properties in sufficient detail for the proposal to be viewed in context.~~
45. The Administrator may waive the requirement for preapplication review if the project is found to have no significant impact.
5. Projects that have conducted a preapplication design review meeting with the Commission, as required or voluntary, must file a complete Design Review Permit application and pay all required fees within 180 calendar days of the last review meeting on the preapplication with the Commission, otherwise the preapplication review will become null and void.

17.96.030 Authority of the Administrator and the Commission.

A. *Authority of the administrator.*

- ~~1. The Administrator is authorized to approve the following exterior modifications and projects, provided they do not conflict with the provisions and requirements of this chapter:

 - ~~a. Minor modifications to projects that have received design review approval by the Commission for the duration of a valid design review approval.~~
 - ~~b. Additions under 1,200 square feet.~~
 - ~~c. Master signage plans.~~
 - ~~d. Any project located on property that includes mapped floodplain areas or includes areas within the riparian setback.~~
 - ~~e. Minor modifications located in an Overlay District as indicated upon the City of Ketchum zoning district map and this title. The administrator may exempt a minor modification from design review if the proposal complies with all Overlay District standards.~~~~
- ~~2. The administrator is authorized to review all floodplain development permits and waterways design review permits consistent with chapter 17.88 et seq., of this title. Except for multi-family dwellings and commercial structures, floodplain development permits and waterways design review permits are not subject to the design review provisions of this chapter.~~
13. The administrator shall review all design review requests and determine whether a project can be exempt, approved by the administrator or by the Commission.
2. The administrator is authorized to approve items outlined in section 17.96.010.B, provided they do not conflict with the provisions and requirements of this chapter.
34. The administrator shall determine what application materials and fees, as adopted by resolution, are required to approve exterior modifications as described in section 17.96.040 of this chapter.

B. *Authority of the Commission.*

1. Except for applications that are approved by the administrator in subsection A of this section, the Commission shall review all other application proposals as described in section 17.96.010 of this chapter.

C. *Approval.* The City Council shall approve all permanent encroachments within the City-owned right-of-way associated with a development project.

17.96.050 Criteria, Conditions and security

A. *Criteria.* The Commission shall determine the following before approval is given for design review:

1. The project does not jeopardize the health, safety or welfare of the public.
2. The project generally conforms with the goals, policies, and objectives of the adopted comprehensive plan.

~~3.2.~~ The project conforms to all applicable standards and criteria as set forth in this chapter, this title, and any other standards as adopted or amended by the City of Ketchum from time to time.

17.96.060 Improvements and standards

K. *Underground encroachments.*

1. Encroachments of ~~below grade structures~~ underground buildings or portions of buildings into required setbacks are subject to subsection 17.128.020.K of this title and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.
2. No below grade structure shall be permitted to encroach into the riparian setback.

SECTION 18. AMENDMENTS TO SECTION 17.104.070: MOUNTAIN OVERLAY DESIGN REVIEW

Design review applications shall be made and processed according to the regulations contained in chapter 17.96 of this title and as follows:

- A. *Criteria and standards.* The following list of criteria and those contained in chapter 17.96 of this title must be considered and addressed by each applicant seeking design review approval. The Commission will use this list of design review criteria along with that contained in chapter 17.96 of this title as a basis to determine whether a project is to be approved, approved with conditions or denied:
 1. There shall be no building on ridges or knolls which would have a material visual impact on a significant skyline visible from a public vantage point entering the City or within the City. "Material", as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section;
 2. Building, excavating, filling and vegetation disturbance on hillsides which would have a material visual impact visible from a public vantage point entering the City or within the City shall be minimized. "Material", as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section;
 3. Driveway standards as well as other applicable standards contained in title 12, chapter 12.04 of this Code shall be met;
 4. All development shall have access for fire and other emergency vehicles to within 150 feet of the furthest exterior wall of any building;
 5. Significant rock outcroppings shall not be disturbed;
 6. International Building Code (IBC) and International Fire Code (IFC) and Ketchum Fire Department requirements shall be met;
 7. Public water and sewer service shall comply with the requirements of the City;

8. Drainage shall be controlled and maintained to not adversely affect other properties;
9. Cuts and fills allowed for roadways shall be minimized; lengths of driveways allowed shall be minimized; all cuts and fills shall be concealed with landscaping, revegetation and/or natural stone materials. Revegetation on hillsides with a clear zone of 30 feet around all structures is recommended. Said clear zone shall include low combustible irrigated vegetation with appropriate species, on file with the Ketchum Planning Department. Revegetation outside of this clear zone should be harmonious with the surrounding hillsides;
10. Are there other sites on the parcel more suitable for the proposed development in order to carry out the purposes of this section;
11. Access traversing 25 percent or greater slopes does not have significant impact on drainage, snow and earthslide potential and erosion as it relates to the subject property and to adjacent properties;
12. Utilities shall be underground;
13. Limits of disturbance shall be established on the plans and protected by fencing on the site for the duration of construction;
14. Excavations, fills and vegetation disturbance on hillsides not associated with the building construction shall be minimized; and
15. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.
16. Encroachments of ~~below grade structures~~underground buildings or portions of buildings into required setbacks are subject to subsection 17.128.020.K of this title and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.

**SECTION 19. AMENDMENTS TO CHAPTER 17.116: CONDITIONAL USES
APPLICATION, RESUBMITTAL, TERMS OF PERMITS**

~~17.116.070 Application; resubmittal.~~

~~No application for a conditional use permit which has been denied by the Commission or the council shall be resubmitted in either the same or substantially the same form in less than one year from the date of final action.~~

17.116.07~~8~~0 Term of permits.

Activities permitted by the granting of a conditional use permit (CUP) shall commence within 12 months from the date the Planning and Zoning Commission Chair signature of signs the approved findings of fact for such conditional use permit.

17.116.0890 Extensions.

- A. A conditional use permit, not acted upon, shall expire 12 months after the signing of the approved findings of fact. Upon written request by the CUP holder, the Commission may, in a public hearing, grant one maximum 12-month extension, based on the following considerations:
1. Whether there have been significant amendments to the City's ordinances which will apply to the subject conditional use permit; or
 2. Whether significant land use changes have occurred in the project vicinity which would adversely impact the project or be adversely impacted by the project; or
 3. Whether hazardous situations have developed or have been discovered in the project area; or
 4. Whether community facilities and services required for the project are now inadequate.
 5. Whether conditions on the site, including, but not limited to, noxious weeds, unsightly trash or storage conditions, or other items in violation of this code, have occurred during the time that the CUP was not activated.
- B. If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension will not be granted and the head of the planning department and the chair of the Commission shall issue this decision in writing; otherwise the head of the planning department and the chair of the Commission shall administratively approve such extension. No extensions shall be granted for an expired conditional use permit.
- C. This section shall be deemed effective as of July 1, 2007, and shall apply to all conditional use permits granted by the City since this effective date.

SECTION 20. AMENDMENTS TO CHAPTER 17.124: DEVELOPMENT STANDARDS

17.124.020. Accessory buildings and uses.

A. General.

1. The accessory use or structure shall be incidental to and customarily associated with the principal use or structure served.

2. The accessory use or structure shall be subordinate in area, extent and purpose to the principal use or structure served.

3. No accessory use or structure shall be constructed or established on any lot prior to the time of construction of the principal structure to which it is accessory. This section shall not be construed to govern the sequencing of a construction project in which both the principal and accessory structures are to be built simultaneously.

A.B. "Accessory buildings and uses" are permitted in specific districts as listed in the district use matrix, section 17.12.020 of this title, and may include, but are not limited to, the following:

Animal containment structures.

Cultivation, storage and sale of crops, vegetables, plants and flowers produced on the premises.

Daycare home.

Daycare, on site employees.

Energy system, solar and wind.

Equestrian facility, residential.

Fallout shelters.

Fences, hedges and walls.

Garage.

Home occupations.

Horses and household pets.

Off street loading areas.

Off street parking space.

Outdoor illumination.

Private greenhouses.

Private swimming pool and/or tennis court.

Sawmill, temporary.

Sheds.

Signs.

Storage containers, not permanently affixed to the ground, used only during the first year of construction. All other temporarily or permanently placed storage containers and trailers used for storage or other commercial purpose which are mobile in nature are prohibited in all zoning districts. Such storage containers are not permitted as a primary use in any zoning district. All such containers existing at the effective date hereof shall be removed within two years from the effective date hereof, unless otherwise requested of, and approved by, the City Council.

Storage of merchandise in business and industrial districts.

C. Total building coverage of all accessory buildings shall not exceed the building coverage of the principal building. An exception to this standard may be granted by the Administrator.

D. Location and Setbacks:

1. Accessory buildings -and structures which do not require a building permit are not subject to setbacks.
2. All accessory structures, except for fences/hedges/walls/retaining structures, may not be located nearer than 3 feet (3') to any lot line.
3. Detached accessory buildings shall have their setbacks based upon their own building height, not the principal building on the subject property.
- 4.4. In-ground pools that are one foot or less in height, as measured from existing grade, may occupy setbacks, provided a minimum three-foot setback is maintained from the pool apron or splashguard.

17.124.070 Accessory dwelling units.

- A. *Accessory use.* Accessory dwelling units are only permitted as an accessory use to a one-family dwelling.
- B. *Unit size restrictions.* Accessory dwelling units must contain a minimum of 300 square feet of net livable space, but cannot exceed 1,200 square feet of net livable space.
- C. *Maximum building coverage.* The maximum building coverage of an accessory dwelling unit, together with the primary dwelling unit, shall be the coverage requirements of the underlying zoning district specified in section 17.12.030, "Dimensional standards, districts matrix", of this title. ~~If the maximum building coverage requirement causes significant restrictions to the construction of an accessory dwelling unit a~~ An increase in maximum building coverage of no greater than five (5) percent ~~may shall~~ be granted for the construction of a new accessory dwelling unit. ~~For example, a coverage requirement in the LR Zone cannot be changed from 35 percent to greater than 40 percent.~~ This coverage increase shall not apply to the CC Community Core District.
- D. ~~Application. Procedures for obtaining design review approval of accessory dwelling units shall be regulated per chapter 17.96 of this title. Required materials and information shall be~~

~~regulated per chapter 17.96 of this title. Parking. Accessory dwelling units do not require off street parking.~~

- E. ~~Storage. A minimum of 50 square feet of d~~Designated storage, ~~exclusive of typical interior closets, including but not limited to entryway, bedroom, or linen closets,~~ shall be provided for all accessory dwelling units.

17.124.130 – Fences, hedges and walls

Fences, hedges, ~~and~~ walls, ~~and retaining structures~~ may be permitted in the various districts as accessory uses in accordance with the following limitations:

~~A. In the LR, LR-2, GR-L and GR-H Districts, fences, hedges and walls shall not exceed four feet in height when located less than 30 feet from the front lot line;~~

~~B. In the LR, LR-2, GR-L and GR-H Districts, fences, hedges and walls shall not exceed six feet in height when located more than 30 feet from the front lot line;~~

~~AC.~~ In all ~~other zoning~~ districts, except the Light Industrial District, fences, hedges and walls shall not exceed four feet in height when located less than 30 feet from the front lot line and shall not exceed six feet in height when located more than 30 feet from the front lot line;

~~BD.~~ In the LI-1, LI-2, LI-3 Districts fences shall not exceed seven feet (7') in height;

~~CE.~~ In all districts, fences, hedges and walls, or any other obstruction to clear vision, shall not be located within 75 feet of the centerline intersection of two streets unless determined otherwise by the City Engineer; and

~~DF.~~ No barbed wire or other sharp pointed metal fence and no electrically charged fence shall be permitted in any district.

E. Retaining Structures shall be consistent with the following:

1. Height Measurement. The height of a retaining structure shall be measured from the point at which the ground elevation of the city-approved finish grade intersects with the retaining structure to the highest point of the retaining structure.

2. Retaining Structure Location, Maximum Heights and Minimum Separation within Setbacks.

a. All retaining structures, including footings or foundations, shall be set back at least one foot from any property or right-of-way line, unless the applicant provides a written authorization from the adjacent property owner or owners to allow either all or a portion of the retaining structure to be on or closer to an adjacent property.

b. In the LR, LR-2, GR-L and GR-H Districts, retaining structures:

i. Less than 30 feet from the front lot line shall not be higher than four feet. Two or more up to four-foot high retaining structures may be permitted, provided the retaining structures are separated by a distance that is equal to two times the height of the structure.

ii. The maximum slope gradient allowed between retaining structures shall be a four-foot horizontal to a one-foot vertical (4H:1V) slope.

- i.iii. Retaining structures located more than 30 feet from the front lot line shall not be higher than 6 feet.
 - ii.iv. Handrails or guardrails placed on top of retaining walls that extend above the maximum allowable height as defined in this section shall not be included in said height measurement so long as the rail feature is at least 75% transparent. -
 - b.c. In the LI-1, LI-2, and LI-3, retaining structures shall not be higher than seven feet.
- 2.3. The Administrator, in consultation with the public works director, may waive or reduce the wall separation distance, may increase the maximum allowed slope gradient between retaining structures, and may increase the allowed maximum height of a retaining structure if the applicant demonstrates the reduced separation distance and/or increased gradient and/or wall height is necessary to:
- a) Retain a greater number or diameter inches of significant trees; or
 - b) Permit the installation of transportation improvements; or
 - c) The alternative separation, slope gradient, or height is not detrimental to the public interest.
4. All retaining structures, four or more feet in height, that are visible from adjacent public rights-of-way or residential properties shall be constructed of or faced with brick, stone, split-face or fluted concrete block, textured poured-in-place concrete, or other materials with texture or screened with landscaping to reduce the apparent mass of the retaining structure.

SECTION 21. ADDITIONS TO CHAPTER 17.124, DEVELOPMENT STANDARDS

17.124.180 – Minimum Residential Densities and Commercial Requirements

A. *General Requirements.* New development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts must provide a minimum number of residential units as follows:

<u>Zone District</u>	<u>Minimum Residential Density Required</u>			
<u>CC</u> <u>Subdistricts 1 and 2</u>	<u>100% Residential Development</u> <u>5 units per Ketchum Townsite lot as originally platted</u>			
	<u>Mixed Use Development</u>			
	<u>≤ 30%</u> <u>Commercial</u> <u>4 units per</u> <u>Ketchum</u> <u>Townsite lot</u> <u>as originally</u> <u>platted</u>	<u>31-60%</u> <u>Commercial</u> <u>3 units per</u> <u>Ketchum</u> <u>Townsite lot as</u> <u>originally</u> <u>platted</u>	<u>61-80%</u> <u>Commercial</u> <u>2 units per</u> <u>Ketchum</u> <u>Townsite lot as</u> <u>originally</u> <u>platted</u>	<u>≥ 80%</u> <u>Commercial</u> <u>No Minimum</u> <u>except when</u> <u>residential units</u> <u>are provided,</u> <u>there shall be a</u> <u>minimum of 2</u> <u>units</u>
<u>T</u>	<u>100% Residential Development</u> <u>7 / 10,000 SF of lot area</u>			
	<u>≤ 30%</u> <u>Commercial</u> <u>4 / 10,000 SF</u> <u>of lot area</u>	<u>31-60%</u> <u>Commercial</u> <u>3 / 10,000 SF</u> <u>of lot area</u>	<u>61-80%</u> <u>Commercial</u> <u>2 / 10,000 SF</u> <u>of lot area</u>	<u>≥ 80%</u> <u>Commercial</u> <u>No Minimum</u> <u>except when</u> <u>residential units</u> <u>are provided,</u> <u>there shall be a</u> <u>minimum of 2</u> <u>units</u>
	<u>T-3000</u>	<u>4 / 10,000 SF of lot area</u>		
<u>T-4000</u>	<u>6 / 10,000 SF of lot area</u>			
<u>GR-H</u>	<u>6 / 10,000 SF of lot area</u>			

B. Commercial calculation. For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in KMC Section 17.12.020 – *District Use Matrix* under the categories of “Commercial” or “Public and Institutional”.

1. Commercial area shall be calculated by dividing the net floor area of commercial square footage by the total net floor area for the project.

C. Minimum commercial. Mixed-use developments in the CC-1 Zone and for properties located from the alley west of Main Street to N 2nd Avenue between 2nd and 5th Streets within the CC-2 Zone shall have a minimum of 35% of the gross floor area, as defined in KMC 17.08.020, of the ground floor be commercial use(s).

B-D. Restaurant incentive. The minimum residential density requirements shall be reduced by one dwelling unit for new developments proposing restaurants that include necessary utility infrastructure for commercial kitchens, such as but not limited to commercial hood and grease traps.

SECTION 22. AMENDMENTS TO CHAPTER 17.125: OFF STREET PARKING AND LOADING

17.125.030 Off street vehicle parking space.

A. *Minimum parking space.* The minimum parking space and aisle dimensional requirements are as follows:

Angle	Width (Feet)	Length (Feet)	Aisle Width (Feet)
90 degrees	9.0	18	24
60 degrees	9.0	21	18
45 degrees	9.0	19.8	15
Parallel	8.0	23	-

ADA spaces shall meet the dimensional requirements as outlined in the current ADA standards for accessible design.

B. *Compact vehicle spaces.*

1. Commercial uses and lodging establishments with a minimum of ten or more spaces on the property may have up to ten percent of the required spaces marked for compact vehicles.
2. Compact vehicle spaces must be a minimum of eight feet wide and 16 feet long with aisle widths in accordance with the table above.
3. These spaces shall be designed, designated, marked and enforced as compact spaces.

C. *Tandem parking.* Tandem parking shall be limited to a maximum number of two cars in depth. Tandem parking configurations are permitted for multi-family residential uses provided that both tandem parking stalls are assigned to the same dwelling unit. Tandem parking configurations are permitted for commercial uses provided that both tandem parking stalls are assigned to the same commercial condominium unit or business.

~~C.D.~~ *Area unobstructed.* All area counted as off street parking space shall be unobstructed and kept clear of snow and free of other uses.

~~D.E.~~ *Access to streets.* Unobstructed access to and from a street shall be provided for all off street parking spaces.

~~E.F.~~ *Location.* In all zoning districts surface parking lots shall be located in the rear of a building or lot.

~~F.G.~~ *Surfacing material.* Surface parking spaces shall be constructed with asphalt or cement concrete. Compacted gravel or other dustless material may be used for surfacing only upon approval by the administrator.

~~G.H.~~ *Lighting and screening.*

1. Lighting used to illuminate off street parking areas shall be directed away from residential properties and shall comply with all requirements of chapter 17.132, "Dark skies", of this title.
2. Parking facilities and all off street and on-site parking spaces shall be effectively screened on any side adjoining a residential zoning district or residential use by a wall, fence or

hedge to a height of six feet, except for the front yard setback area of the adjoining residential property, in which case, the maximum height shall be three feet.

3. All parking and service areas that are adjacent to a street shall be buffered from public views by a combination of landscaping and fences/walls. Such improvements will be for the purpose of beautification and to limit light and glare from vehicle headlights to nearby properties. For safety purposes, views of the parking and service areas from the sidewalk and street shall not be obscured.

~~H.I.~~ Street frontage Driveway Width. Measurements for driveway street frontage shall be measured at the property line. ~~A maximum of 35 percent of the linear footage of any street frontage may be devoted to access off street parking.~~

1. Minimum: The unobstructed, all weather surface of a private driveway shall not be less than 12 feet.
2. Maximum: The unobstructed, all weather surface of a private driveway shall not be greater than 35 percent of the linear footage of any street frontage or 30 feet, whichever is less, unless otherwise approved by the City Engineer.
3. Corner lots that front two or more streets may select either or both streets as access and shall meet the provisions above.
4. When calculating the maximum allowed driveway width for flag lots, the flag portion of the lot fronting the street, along with the front property line as defined in this title shall be the linear footage.

~~H.J.~~ Alley Access

1. Off street parking spaces may be located directly off the alley if the width of the alley can adequately accommodate ingress and egress to the parking spaces.
2. No parking space shall project into an alley, sidewalk, or street.
3. All alleys used as access to loading areas and/or to an off street parking space or spaces shall be surfaced with asphalt or cement concrete. Compacted gravel or other dustless material may be used for surfacing only upon approval by the administrator.

~~H.K.~~ Condition of parking lots. The owner or manager of the property shall maintain parking facilities and all off street and on-site parking spaces so that they are in good, safe and usable condition and free of public nuisances such as trash and weeds.

~~H.L.~~ On site drainage facilities. All parking lots shall be designed with adequate on site drainage facilities to prevent the drainage of stormwater onto adjacent properties or walkways or into the public right-of-way.

~~H.M.~~ Snow. All surface parking lots shall be designed with either an underground heating system to facilitate the removal of snow or a storage area for plowed snow. The storage area shall be 150 square feet for every 55 feet of linear lot width of the surface parking lot.

17.125.040 Off street parking and loading calculations.

A. *Computation rules.* The following rules apply when computing off street parking and loading requirements:

1. *Multiple uses.* Lots containing more than one use shall provide parking and loading in an amount equal to the total of the requirements for all uses, unless a use is exempted by this chapter or a reduction is approved through a shared parking plan or parking demand analysis in compliance with this chapter.
2. *Fractions.* When measurements of the number of required spaces result in fractions, any fraction of 0.49 or less shall be disregarded and any fraction of 0.50 or more shall be rounded upward to the next highest whole number.
3. *Area measurements.*
 - a. *Residential.* Unless otherwise specifically noted, residential parking requirements for all square footage based parking and loading standards shall be computed on the interior square footage of each residential unit, as measured between the interior walls of the unit.
 - b. *Nonresidential.* Unless otherwise specifically noted, non-residential parking requirements for all square footage based parking and loading standards are to be computed on the basis of gross floor area (GFA) as defined by this title.
4. *Employee based standards.* For the purpose of computing parking requirements based on employees the calculation shall be based on the largest number of persons working on any single shift.
5. *Nonconforming due to lack of parking and loading.* No lawfully existing building shall be deemed to be a nonconforming building solely because of lack of parking and loading spaces; provided, that space being used for off street parking or loading in connection with any such building at the effective date of this chapter shall not be further reduced in area or capacity.
6. *Off street parking requirements.* Off street parking requirements apply to uses in all districts, unless otherwise specified.

B. *Off street parking matrix.*

Use Category	Parking Spaces Required
Nonresidential, in zoning districts other than LI-1, LI-2, and LI-3	1 parking space per 1,000 gross square feet ¹
Residential multiple-family dwelling in all districts except CC, T, T-3000, T-4000, and LI-1, LI-2, and LI-3:	
Units 0 to 2,000 square feet	1 parking space
Units 2,001 square feet and above	2 parking spaces

Residential multiple-family dwelling within the Community Core (CC) District and the Tourist (T), Tourist 3000 (T-3000), and Tourist 4000 (T-4000):	
Units 750 square feet or less	0 parking spaces
Units 751 square feet to 2,000 square feet	1 space
Units 2,001 square feet and above	2 parking spaces
Residential (one family dwelling), in all applicable zoning districts	2.0 parking spaces per <u>one-family dwelling unit</u>
LI-1, LI-2, and LI-3 Zoning Districts:	
Motor vehicle fueling station, motor vehicle service	Where applicable: 1 space per 500 gross square feet and 2 short term holding spaces per fuel pump and 3 spaces per service bay
Office, professional service, business support service, retail trade, convenience store, food service, commercial studio, laundromats and dry cleaners, instructional service, health and fitness facility, daycare	1 space per 250 gross square feet
Residential (including multiple-family dwelling)	1 parking space per bedroom
Wholesale, manufacturing, industrial laundry, hybrid production facility, and all other permitted uses	1 space per 1,000 gross square feet

Note:

1. Refer to definition of floor area, gross and with the additional exclusion of common area meeting the definition found in section 17.08.020 of this title. and public areas.

C. Exemptions.

1. In the Community Core (CC) and Tourist (T) Zoning Districts the following uses meeting the definitions found in section 17.08.020 of this title are exempt from providing off street parking:
 - a. Community housing.
 - b. Food service.
 - c. ~~The first 5,500 gross square feet of retail trade. The first 5,500 gross square feet of a space occupied by a tenant is exempt, additional square footage is subject to the ratio of one parking space per 1,000 gross square feet.~~ Individual retail spaces of 5,500 square feet or less.
 - d. ~~Assembly existing on or before April 17, 2017. Place of assembly. Places of assembly uses in existence on April 17, 2017 and any expansion of existing place of assemble uses in existence on April 17, 2017 that occur on the same lot or parcel. This exemption shall also apply to any expansion of a place of assembly that includes adjacent lots or parcels but shall be limited to not more than 5,500 square feet above the existing square footage of the assembly use in existence on April 17, 2017.~~
 - e. The first 5,500 gross square feet for new assembly uses. The first 5,500 gross square feet of an assembly use established or constructed after November 20, 2017.~~the date~~

~~this chapter is passed is exempt, additional square footage is subject to the ratio of one parking space per 1,000 gross square feet.~~

~~f. The first 5,500 square feet of office and personal service uses.~~

2. Other uses may be exempted by the administrator upon completion of a parking demand analysis demonstrating the actual demands of the project are less than the minimum requirements of this Code. A parking demand analysis shall be prepared by a registered professional engineer licensed in the State of Idaho.

D. *Off street vehicle loading areas.* In the LI-1, LI-2, and LI-3 Districts, off street loading areas shall be required as an accessory use for new construction or additions involving an increase in gross floor area as follows:

1. *Number of spaces.*

- a. One off street loading space is required for gross floor area in excess of 2,000 square feet.
- b. No loading space shall occupy any part of a public street, alley, driveway, or sidewalk. Where practicable to do so, an alley may be used in lieu of the requirement for off street loading space(s) if permission is granted by the administrator.

2. *Dimensions.* An off street loading space shall be a minimum of 180 square feet with no length of the space being less than ten feet.

~~E.—Exemptions.~~

~~1. Notwithstanding section 17.125.020(2) and (3), in the Community Core (CC), the following use meeting the definition found in section 17.08.020 is exempt from providing off street parking:~~

~~a. Place of assembly. Places of assembly uses in existence on April 17, 2017 and any expansion of existing place of assembly uses in existence on April 17, 2017 that occur on the same lot or parcel. This exemption shall also apply to any expansion of a place of assembly that includes adjacent lots or parcels but shall be limited to not more than 5,500 square feet above the existing square footage of the assembly use in existence on April 17, 2017.~~

SECTION 23. AMENDMENTS TO SECTION 17.128.020.K: ENCROACHMENTS OF BELOW GRADE STRUCTURES INTO REQUIRED SETBACKS

K. Encroachments of ~~below grade structures underground buildings or portions of buildings~~ into required setbacks are permitted provided all of the following standards are met:

~~1. Proposed encroachments shall receive design review approval from the Planning and Zoning Commission; and~~

~~2.1.~~ Below grade encroachments into the riparian setback are not permitted; and

~~3.2.~~ Construction activity shall not occur on adjacent properties; and

~~4.3.~~ Encroachment of ~~below grade structures underground buildings or portions of buildings~~ into required setbacks shall not conflict with any applicable easements, existing

underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare; and

~~5. Egress openings required by adopted International Code Council Codes shall not encroach in required setbacks; and~~

~~6.4. Below grade-Underground~~ encroachments into required setbacks shall be located entirely below natural, existing, or finished grade, whichever is lowest; and

~~7.5~~ The ground above ~~below grade-underground~~ encroachments within required setbacks that is not otherwise covered by permitted decks, fences, hedges and walls shall be suitably landscaped in keeping with the general character of the surrounding neighborhood or as otherwise required by this Code.

~~a.~~—Required landscape plans shall address the compatibility of proposed landscaping with the below grade structure, including any necessary irrigation; and

~~8.6.~~ Below grade encroachments into required setbacks shall not interfere with drainage.

~~a.~~—Required drainage plans shall address the ability of drainage to be managed on the subject property with respect to underground encroachments into required setbacks.

L. For lots with platted building envelopes, all buildings must be placed according to the location of the platted building envelope or the setbacks, whichever is more restrictive. All other structures may be placed outside of the building envelope or within setbacks provided all other applicable requirements are met. For lots with platted building envelopes, all provisions above shall apply to the platted building envelope or the setback, whichever is more restrictive.

SECTION 24. AMENDMENTS TO CHAPTER 17.148: VARIANCES APPLICATION, RESUBMITTAL, TERMS OF PERMITS

~~17.148.040 Application; resubmittal.~~

~~No application for a variance which has been denied by the Commission or the council shall be resubmitted in either the same or substantially the same form in less than one year from the date of final action.~~

17.148.04~~5~~0 Term of permits. All variances shall be issued and construction shall commence within six months from the date that such variance is granted unless otherwise determined by the Commission; otherwise, the variance shall no longer be considered valid.

SECTION 25. 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 26. REPEALER CLAUSE: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.

SECTION 27. PUBLICATION: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 28. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and 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 ___ 2023.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Attachment 4

Executive Summary:
Ordinance 1249



EXECUTIVE SUMMARY - ORDINANCE 1249

Ordinance 1249 permanently adopts the Interim Ordinance 1234 standards that have been refined based on what staff has learned from feedback gathered from community stakeholders and the Technical Advisory Group, evaluations of previously approved and current development projects, architectural development scenarios, commercial demand analysis, and financial feasibility studies. Below is an overview of the refined interim ordinance standards that staff have revised based on the information we've learned as well as additional housekeeping code amendments that are included in Ordinance 1249.

REFINED INTERIM ORDINANCE STANDARDS

Minimum Residential Densities: Ordinance 1249 reduces the minimum residential density requirements for 100% residential developments within the Community Core by 2 dwelling units. New developments or additions to existing buildings that exceed a total Floor Area Ratio (FAR) of 1.0 within the Community Core must comply with the following minimum residential density requirements:

- 5 dwelling units per townsite lot for 100% residential developments,
- 4 dwelling units per townsite lot for mixed-use developments with 30% or less commercial,
- 3 dwelling units per townsite lot for mixed-use developments with 31 to 60% commercial,
- 2 dwelling units per townsite lot for mixed-use developments with 61 to 80% commercial, and
- No minimum residential density required for projects with 80% or more commercial space except a minimum of 2 dwelling units if the development includes residential use.

Ordinance 1249 reduces the minimum residential density requirements for developments that exceed 1.0 FAR in the General Residential-High Density (GR-H) and Tourist-4000 (T-4000) zoning districts to 6 dwelling units per 10,000 square feet of lot area.

No changes are proposed to the minimum residential density requirements for projects that exceed 1.0 FAR in the Tourist (T) and Tourist-3000 (T-3000) zoning districts.

Tourist Zone

- 7 dwelling units per 10,000 square feet of lot area for 100% residential developments,
- 4 dwelling units per 10,000 square feet of lot area for mixed-use developments with 30% or less commercial,
- 3 dwelling units per 10,000 square feet of lot area for mixed-use developments with 31 to 60% commercial,
- 2 dwelling units per 10,000 square feet of lot area for mixed-use developments with 61 to 80% commercial, and

- No minimum residential density required for projects with 80% or more commercial space except a minimum of 2 dwelling units if the development includes residential use.

T-3000 Zone: 4 dwelling units per 10,000 square feet of lot area

Ordinance 1249 adds an incentive for restaurants. The minimum residential density requirements may be reduced by one dwelling unit for new developments proposing restaurants that include necessary utility infrastructure for commercial kitchens, including a commercial hood and grease trap.

Maximum Size for Residential Units: Ordinance 1249 eliminates the 3,000-square-foot maximum size limit for individual residential units.

Ground-Floor Commercial: Ordinance 1249 reduces the amount of commercial space required on the ground floor of mixed-use developments within the Retail Core (CC-1 Zone) and a portion of the Mixed-Use Subdistrict (CC-2 Zone) from the alley west of Main Street to 2nd Avenue between 2nd and 5th Streets to 35%.

Commercial in the Downtown Area: Ordinance 1249 permanently adopts the interim ordinance regulations that: (1) provide for a wider range of commercial uses and prohibit future development of single-family homes for properties with frontage along River Street from Leadville Avenue to 2nd Avenue within the Tourist Zone and (2) require ground-floor commercial with street frontage for properties located from the alley west of Main Street to 2nd Avenue between 2nd and 5th Streets within Mixed-Use Subdistrict of the Community Core.

Parking: In addition to parking exemptions for office and retail, Ordinance 1249 includes a parking exemption for personal service uses within the Community Core. The interim ordinance limits the amount of additional parking that developments may provide beyond the minimum number required per the zoning code. Ordinance 1249 removes this limitation and allows developments to provide additional parking.

No Net Loss of Dwelling Units: No project can result in the net loss of residential units through the consolidation of dwelling units, conversion of dwelling units to other uses, demolition, or redevelopment.

Location of Community Housing: Ordinance 1249 prohibits community housing units in basements.

Lot Consolidation: Lot consolidations must demonstrate compliance with land use development approvals, building permit approvals, and zoning regulations and must generally conform to the comprehensive plan. Lot consolidations are permitted in all zone districts except in the General Residential Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), and Short-Term

Occupancy (STO-1, STO-4, and STO-H) zoning districts where lot consolidations are permitted subject to a waiver.

Comprehensive Plan Conformance: Ordinance 1249 permanently adopts the interim ordinance standard requiring that projects subject to Design Review demonstrate general conformance with the comprehensive plan.

Pre-Application Term of Approval: Ordinance 1249 permanently adopts the 180-calendar-day term of approval for Preapplication Design Review established through the interim ordinance.

Adjustment of Requirements through Conditional Use Permit: Ordinance 1249 removes the provision allowing certain requirements to be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

ADDITIONAL CODE AMENDMENTS

Ordinance 1249 includes additional housekeeping code amendments, including process improvements to reduce uncertainty, clarify code requirements to decrease inconsistencies, and reduce regulatory barriers for accessory dwelling unit (ADU) development.

Process Improvements

- Clarify certificate requirements for subdivision plats
- Streamline process for condominium, townhouse, and phased development final plats
- Add requirements for dormant and denied applications
- Clarify Administrative Design Review and Design Review exemptions
- Amend Preapplication Design Review submittal materials

Code Clarifications

- Clarify setback requirements for lots with platted building envelopes
- Clarify dimensional standards in the Community Core
- Clarify “building” vs. “structure” and what is permitted within setbacks
- Clarify standards for accessory buildings
- Add requirements for retaining walls
- Fix errors in rear setback requirements
- Clarify standards for below-grade encroachments
- Correct error in street frontage calculations for driveway widths
- Clarify parking exemptions for various uses

Promoting ADUs: Clarify parking exemption, storage requirements, and building coverage flexibility.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: October 2, 2023 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to review information and provide direction to staff on staffing of the Ketchum Building Department

Recommended Motion: No motion required.

- Reasons for Recommendation:
• The Ketchum Building Department has been staffed by the State of Idaho since 2015. Since that time, various provisions of the contract have been difficult to achieve including enforcement of local ordinances and consistent staffing of inspectors.
• The city has received various concerns related to quality of inspections, quality of plan review, and clunky permitting/inspection platforms.
• Staff have evaluated various options for staffing of the building department for consideration by City Council.

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

Why Now: Staff began evaluation of the city’s contract with the State of Idaho in later winter/early spring of this year to determine what services are needed to adequately serve the community, what of those services are provided by the state, and what services does the city currently need additional support. As noted above, various contract provisions have been difficult to achieve. Of most importance to the City of Ketchum and its residents, the Ketchum Municipal outlines many roles and responsibilities of the “Building Official” in upholding our local regulations which protect the health and safety of our community. As of late spring, the state communicated to staff that they would only enforce building codes adopted by the state but would not assist in enforcing locally adopted ordinances. This created a staffing void that had to be supplemented by additional resources from our Community Service Officers, Fire Marshall, and Director of Planning. Staff believes that with this determination, it is critical to seek out alternative solutions to staff the building department.
Options: Staff initiated discussions with the Wood River Valley jurisdictions in May of this year to determine if there was a scenario where joint building department services would be viable. We appreciate the willingness of the other jurisdictions to engage in an open and collaborative discussion. Ultimately, for various reasons unique to each jurisdiction, a joint solution could not be achieved so city staff focused efforts on two feasible options to staff Ketchum’s building department independently. Below is an over of those two

options and the pros and cons of each. Additionally, Attachment A is a cost comparison of each scenario for high revenue and low revenue years. Both scenarios would provide a full time building official with inspections offered five days a week, new permitting software, and streamlined processes for building permit applications, inspection scheduling, and certificates of occupancy. All trades (mechanical, electrical and plumbing) inspections and permitting still have to go through the state.

Option A: Hire a full-time in-house Chief Building Official who can carry out the duties of the “Building Official”, conduct inspections (no trades), and conduct plan reviews as capacity and expertise permits. Outsource most plan reviews to a third-party plan review firm.

- Pros – Integrated Ketchum employee under city management.
- Cons – Financial obligation during recession years. Difficult to scale up or down based on development cycles. Higher fixed costs than option B with large one-time costs for setup/onboarding. May be a difficult position to fill due to number of qualified applicants and housing availability. May extend the timeline for transition if position can’t be filled.

Option B: Contract with a third-party consultant who specializes in providing full-service building department functions. This would include one full-time dedicated on-site Building Official, plan review, and inspections (no trades).

- Pros – Full-time dedicated Building Official that would enforce all locally adopted codes as permitted by law. Contract can be scaled up or down in response to development cycles. Permitting software included in full-service contract. Less financial risk during slow cycles. Lower cost than Option A.
- Cons – Indirect performance management (through contract).

The city also has the option of continuing our service with the state with a renegotiated contract for service. That is the lowest cost option, however, the state’s determination on enforcing our local municipal code will not change with a renegotiated contract.

Next Steps:

At this time, staff is recommending Option B as the path forward as we do not know how robust the development market will be over the next few years and a scalable staffing model allows for flexibility depending on market conditions. Staff has received a preliminary proposal from SafeBuilt, a national provider of full-service building department services, that has a strong presence in Idaho. Safebuilt has a national network of certified building officials and inspectors and have demonstrated interest from many to serve our community. SafeBuilt’s contract for services is a flat, not graduated, percent of revenue (53%) for building permits and building plan review fees.

If the City Council supports the recommended option, staff would proceed with contract negotiations with SafeBuilt and advance transition of our Building Department services. Based on our research, staff believes that SafeBuilt provides a full-service model not found with any other consulting firm. There are firms that provide portions of services we need, however, managing multiple consulting contracts for one department’s core functions is overly onerous. For this reason, we do not plan to issue an RFP to obtain bids for these services. Consulting services are exempt from RFP bid requirements.

Our goal is to transition the department to the new model by February 2024 ahead of the 2024 construction season. A 90-day notice to the state is required for this transition.

Sustainability Impact:

Either option provides a better resource to the City of Ketchum when implementing sustainability goals related to design and construction of more sustainable city buildings. SafeBuilt also implements contracts in states where more advanced green building codes are adopted and enforced.

Financial Impact:

None OR Adequate funds exist in account:	<p>Currently, the city spends approximately 30% of its building permit and building plan check revenue on building department services from the state. Attachment A includes an overview of each option in high and low revenue years based on previous data. Option A is the more costly option and creates exposure to the city in low revenue years. Option B is less costly and can be scaled up or down depending on development cycles.</p> <p>Attachment A also provides anticipated costs and net revenue under Option B for FY24 based on adopted budget projections and 5-year averages of actual revenue. The adopted budget for FY24 anticipated an increase in building department expenses of 65% of revenue with a net revenue number of \$173,250. Under Option B, the total percent of revenues paid to SafeBuilt would be 53%, which is less than what is budgeted and would provide net revenue above the revenue projected in the adopted budget.</p>
--	---

Attachments:

A. Building Department Migration Options – Budget Overview

BUILDING DEPARTMENT MIGRATION OPTIONS - BUDGET OVERVIEW

Revenue Information	FY 2019-2023		FY 2005-2023		FY 2024
	5 year Avg	5 year Med	Low year (2010)	High Year (2023)	Budget
Building Permit	\$ 416,734.80	\$ 410,234.89	\$ 87,227.00	\$ 556,373.50	\$ 300,000.00
Building Plan Check	\$ 265,398.32	\$ 257,663.50	\$ 45,416.00	\$ 351,026.93	\$ 195,000.00
Total	\$ 682,133.11	\$ 667,898.39	\$ 132,643.00	\$ 907,400.43	\$ 495,000.00
			Net Revenue	\$	173,250.00

OPTION COMPARISON

Option A: Ketchum hires an in house Chief Building Official/Inspector that will do all building official duties, inspections, and some plan review if time allows. Most plan reviews would be outsourced to SafeBuilt for electronic plan review off-site similar to what happens now.

Pricing: Fixed costs for staff, permitting software, vehicle maintenance, and annual certification maintenance. Plan review cost is based on a percent of revenue (57%).

Option B: Ketchum would hire SafeBuilt as a full service building department service provider which includes a dedicated on-site Chief Building Official/Inspector five days a week in Ketchum. The building official would conduct all building official duties, inspections, and some plan review. Plan review would also be done by SafeBuilt off-site similar to what happens now.

Pricing: No fixed costs for staff. Permitting software is included in price. Fee is based on a percent of permit and plan review revenue (53%).

Option A: High Revenue Year	
Staffing	\$ 177,901.00
Plan Review (57% of rev)	\$ 210,085.35
Inspections	0
Permitting Software	\$ 30,500.00
Other Annual Costs	\$ 18,360.00
Subtotal	\$ 436,846.35
Net Rev	\$ 470,554.08
One-Time Expenses*	\$ 102,000.00

Option B: High Revenue Year	
Staffing	\$ -
Plan Review (53% of rev)	\$ 186,044.27
Inspections (53% of rev)	\$ 294,877.96
Permitting Software	\$ -
Other Annual Costs	\$ 1,000.00
Subtotal	\$ 481,922.23
Net Rev	\$ 425,478.20
One-Time Expenses*	\$ -

FY24 Projections - Option B		
	FY24 Budget	5 year Actuals
Staffing	\$ -	\$ -
Plan Review	\$ 103,350.00	\$ 140,661.11
Inspections	\$ 159,000.00	\$ 220,869.44
Permitting Software	\$ -	\$ -
Other Annual Costs	\$ 1,000.00	\$ 1,000.00
Subtotal	\$ 263,350.00	\$ 362,530.55
Net Rev	\$ 231,650.00	\$ 319,602.56
One-Time Expenses*	\$ -	\$ -

Option A: Low Revenue Year	
Staffing	\$ 177,901.00
Plan Review (57% of rev)	\$ 29,887.12
Inspections	0
Permitting Software	\$ 30,500.00
Other Annual Costs	\$ 10,860.00
Subtotal	\$ 249,148.12
Net Rev	\$ (116,505.12)
One-Time Expenses*	\$ 102,000.00

Option B: Low Revenue Year	
Staffing	\$ -
Plan Review (53% of rev)	\$ 24,070.48
Inspections (53% of rev)	\$ 46,230.31
Permitting Software	\$ -
Other Annual Costs	\$ 1,000.00
Subtotal	\$ 71,300.79
Net Rev	\$ 61,342.21
One-Time Expenses*	\$ -

*One time expenses include vehicle purchase/registration/materials, IT equipment, and initial setup of permitting software.

WHITE PETERSON

ATTORNEYS AT LAW

KATELIN E. BARTLES
KELSY R. BRIGGS
MARC J. BYBEE
WM. F. GIGRAY, III
DANIEL W. GOODMAN
MATTHEW A. JOHNSON
JACOB M. JONES
WILLIAM F. NICHOLS *

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901
TEL (208) 466-9272
FAX (208) 466-4405
EMAIL: mjohnson@whitepeterson.com

BRIAN T. O'BANNON *
PHILIP A. PETERSON
WILLIAM L. PUNKONEY

TERRENCE R. WHITE
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR

September 28, 2023

To: Mayor and Councilmembers, City of Ketchum

From: Matthew Johnson, City Attorney

Re: 200 Leadville Administrative Appeal – Decision

Background:

This written Decision was drafted by the City Attorney from the discussion and determination at the Council's 9/18/23 administrative appeal hearing on this matter. This Decision will formalize and final that determination, as is required within 30 days of the administrative appeal hearing.

The attached draft remains open to modifications as deemed appropriate by the Council to reflect its determination and the reasons for such. In the event of modifications, an alternative motion is provided below.

Recommended Motion: I move to approve the written Decision as presented by the City Attorney, and authorize the Mayor to sign.

Alternative Motion: I move to approve the written Decision as presented by the City Attorney, with the following changes: [OR with the changes as specified in our discussion], and authorize the Mayor to sign.

**BEFORE THE CITY COUNCIL
OF THE
CITY OF KETCHUM**

In the Matter of the Appeal of:)	
)	
240 Leadville, LLC (Appellant))	FINDINGS OF FACT,
)	CONCLUSIONS OF LAW, AND
Of Approval and Recommendation for)	DECISION
Design Review and Preliminary Plat;)	
P22-035, 035A)	

This matter comes before the City Council of the City of Ketchum ("Council"), pursuant to Ketchum City Code 17.144.020, as an appeal by an affected party of Planning and Zoning Commission ("Commission") decisions. An appeal hearing on the matter was held before the Council on September 18, 2023. The matter was heard for adoption of this written Decision on October 2, 2023. The Council does hereby make and set forth the following Record of Proceedings and the Council's Decision as follows:

I. RECORD OF PROCEEDINGS

The Appellant in this matter is 240 Leadville, LLC, an affected party. The Applicant (Owner/Respondent) is 755 S. Broadway, LLC, an applicant.

A Record of Proceedings before the Ketchum Planning and Zoning Commission and upon administrative appeal ("Record") was prepared and submitted to the Council before the September 18, 2023 hearing. That Record is hereby referenced and incorporated in full into the Record and this Decision. The Record includes the following Attachments:

- A. Application for Appeal and Initial Appeal Letter. April 26, 2023
- B. Appellant Memorandum in Support of Appeal, August 14, 2023

- C. Applicant Reply Memorandum, August 26, 2023
- D. Appellant Reply Memorandum, September 8, 2023
- E. Application – Final Design Review
- F. Project Plans – Final Design Review
- G. Application – Condominium Preliminary Plat
- H. Project Plans – Condominium Preliminary Plat
- I. Public Notice
- J. Notice Certification
- K. Staff Report: P&Z Commission, November 29, 2023
- L. Hearing Transcript, November 29, 2023
- M. Staff Report: P&Z Commission, December 20, 2023
- N. Hearing Transcript, December 20, 2023
- O. Staff Report: P&Z Commission, February 28, 2023
- P. Hearing Transcript: February 28, 2023
- Q. Public Comment (all hearings)
- R. Findings of Fact, Conclusions of Law, and Decision – Final Design Review
- S. Findings of Fact, Conclusions of Law, and Decision – Condominium Preliminary Plat
- T. FAR Exceedance Agreement #22811

On August 2, 2023, upon receipt of the Record, the Council made procedural determinations and set deadlines as to submission of written argument by the Parties. All submitted Memoranda are referenced above and made a part of the Record in this matter.

An appeal hearing on this matter was held on September 18, 2023, at which hearing the Council heard oral arguments by the Parties, deliberated, and made a verbal determination. Such hearing was recorded and that recording is made a part of the Record in this matter.

II. JUDICIAL NOTICE AND REVIEW STANDARD

The Council takes judicial notice of the Ketchum Municipal Code (KMC).

Pursuant to KMC § 17.144.020 (C), the Council makes its determination considering only the Record below along with written and oral arguments by the Parties. No new facts or evidence are considered in the appeal.

III. FINDINGS, CONCLUSIONS, AND DECISION

1. Incorporation of Commission Findings.

The Commission Findings, Conclusions, and Decisions are hereby affirmed and incorporated herein by reference, unless specifically excepted below.

2. The Council's approval of the FAR Exceedance Agreement did not unduly bias the Commission on design review.

The Council finds that the timing of approvals of FAR exceedance agreements have varied over time. However, it was not unusual, as occurred in this case, for the Council to approve an FAR Exceedance Agreement before a matter was taken up for design review. What the Council may determine with respect to what may be acceptable as to exceedance of FAR standards, or which the Applicant may pursue pursuant to KMC 17.124.040, is a separate process, and does not alter the design review authority delegated to the Commission.

Additionally, efficiency of the review process may be assisted by the FAR exceedance being generally resolved in advance.

The Council's decision on the applicable FAR Exceedance Agreement did not determine in advance or prejudice the Commission's design review authority. The Council, as is its prerogative, has kept authority over FAR exceedance agreement matters while delegating the separate authority for design review decisions to the Commission. The Council finds that the Record shows that when the Commission had questions about the FAR Exceedance Agreement that it was made clear the Commission retained full authority to apply the design review standards to the application. There were no improprieties or bias created by the timing of these different steps (FAR Exceedance Agreement and Design Review) in this matter.

3. The Project application was complete, and it was within the discretion of the Commission as to whether to continue to request a 3D model.

Appellants argue that the Project application was incomplete because Applicant did not provide a 3D model of the Project as requested at a hearing. *Appellant Memorandum*, 3.

The Council finds that the Record shows the Commission had requested Applicant to provide a 3D model for a future continued hearing. The Commission is provided discretion to request such additional modelling, but a 3D model is not an outright requirement under KMC.

At the continued hearing, the Applicant provided additional renderings of the Project to illustrate and address the issues for the Commission. The Commission accepted these as sufficient in lieu of the 3D model, as is within the Commission's discretion.

The Council finds that the Commission appropriately acted within its discretion and defers to the judgment of the Commission to accept the alternate renderings and not further require a 3D model.

4. The Commission appropriately allowed for public comment at the February 28, 2023 public hearing.

Appellants argue that the Chair of the Commission made a procedural error at the February 28, 2023 hearing in allowing for re-opening of public comment and a comment from Jeff Swanson. Appellant argues that Appellant should have been given an opportunity to rebut Mr. Swanson's comments.

The Council finds that the Record shows the Chair appropriately inquired about additional public comment during the re-opening of the hearing. The Chair was not required to take additional comment or rebuttal comments from those who had already provided their public comment, which included Appellant. A public hearing is not intended to allow for rebuttal comments back and forth by any and all individuals that may have commented¹. A true rebuttal is provided simply for the applicant in order to provide an opportunity for applicant to respond/address the various public comments that may have been made. Such was appropriately done in this matter and Appellant was not prejudiced in any way.

5. The Commission appropriately evaluated standards as to undulation and relief and as to neighborhood compatibility.

Appellants argue the Project violates certain portions of the KMC and the Comprehensive Plan, due to lack of undulation and relief, as well as incompatibility with the neighborhood.

The Council finds that the Commission appropriately used and applied the relevant standards on these issues of undulation/relief/bulk and compatibility. The Record does not provide reasons to show at this time that the Council should substitute its judgment for that of the Commission, which had the benefit of a full presentation of the materials and comments. The

¹ Those wishing to provide public comment are generally given one opportunity to comment within a time limit. Appellant (who was not the applicant) was appropriately afforded that opportunity.

Council has delegated this design review authority to the Commission, and upon an administrative appeal will generally defer to the fact-finding and application of the Commission absent a showing of misinterpretation or misapplication of City laws or standards. The Council finds no evidence to cause it to not defer to the Commission's reasoned judgment in this matter.

6. Additional Conclusions of Law.

- i The design review decision of the Commission (P22-035) is affirmed and is hereby final.
- ii The condominium plat decision of the Commission (P22-035A) is a recommendation and is affirmed as to that recommendation, but will proceed through additional review steps as provided for by Ketchum Municipal Code.
- iii Every City in the State of Idaho shall exercise the powers conferred upon it by the Local Land Use Planning Act, codified at Chapter 65 Title 67 Idaho Code [I.C. § 67-6503] ("LLUPA").
- iv The City Council may delegate powers required and authorized under LLUPA except the power to adopt ordinances by the establishment of a Planning and Zoning Commission by ordinance pursuant to Idaho Code § 67-6504, which the City Council of Ketchum has established at KMC 4.12.020.
- v The City Council is empowered to establish administrative review and appeal procedures pursuant to its authority under LLUPA, including pursuant to Idaho Code § 67-6521, and which the City of Ketchum has established for zoning regulation matters under KMC 17.144.

Based upon the foregoing review and analysis, and good cause appearing from the record in these proceedings, the Council **AFFIRMS** the Decisions of the Commission as presented in

this matter, with no changes, and authorizes the Mayor to sign this Decision on behalf of the City Council.

Neil Bradshaw, Mayor

ATTEST:

By: _____
Trent Donat, City Clerk

NOTICE OF APPEAL RIGHTS:

This Decision constitutes the written decision of the Council pursuant to KMC 17.144.020(D). The City Clerk is directed to transmit this Decision to the Appellants and Applicant and any other affected person who has requested a copy in writing. All parties and affected persons are hereby notified of this final decision and their option to consider further action, including appeal, pursuant to the proceedings set forth in Idaho Code § 67-6521.

A copy of this Decision has been provided to the Appellant, the Applicant and the City Attorney, and the original has been retained in the records of this City on this ____ day of _____, 2023.

By: _____
Trent Donat, City Clerk