



CITY OF KETCHUM, IDAHO

CITY COUNCIL MEETING

Monday, April 03, 2023, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

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:

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/81483258084>
Webinar ID: 814 8325 8084
2. Address the Council in person at City Hall.
3. 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:

City 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 March 27, 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 renewal of the 8x8 Phone Agreement – City Clerk & Business Manager Trent Donat

- [6.](#) Recommendation to approve Purchase Order 23072 for chip seal oil – Director of Streets & Facilities Brian Christiansen
- [7.](#) Recommendation to approve Resolution 23-007 to reappoint Tim Carter to the Ketchum Planning & Zoning Commission for a term expiring April 6, 2026 - Director of Planning and Building Morgan Landers
- [8.](#) Recommendation to approve Motorola/Watchguard body and dash camera system upgrade agreement - Chief of Police Jamie Shaw
- [9.](#) Recommendation to approve Purchase Order 23080 with Sawtooth Wood Products for replacing the softball wood fence - Facilities Maintenance Supervisor Juerg Stauffacher
- [10.](#) Recommendation to approve Right-of-Way Encroachment Agreement 22843 with Idaho Power for underground transmission line duct bank in the City Right-of-Way - City Engineer Sherri Newland
- [11.](#) Recommendation to approve updated contract with Housing Fellow Rian Rooney - Housing Director Carissa Connelly
- [12.](#) Recommendation to approve professional services contracts 22840, 22841, and 22842 for consultant services related to Interim Ordinance 1234 revisions and supplemental staff support for the Comp Plan/Code Rewrite - Planning and Building Director Morgan Landers

PUBLIC HEARING:

- [13.](#) Recommendation to hold a public hearing and approve the Crossbuck West Phased Development Agreement 22833 - Director of Planning and Building Morgan Landers
- [14.](#) Recommendation to approve third reading of Ordinance 1246 which provides for Idaho Power Franchise Agreement and Joint Clean Energy Cooperation Statement – City Administrator Jade Riley
- [15.](#) Recommendation to approve adoption of Warm Springs Preserve Master Plan – City Administrator Jade Riley
- [16.](#) Recommendation to hold a Public Hearing and approve the Piazza Navona, LLC, Lot Consolidation Subdivision Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision - Associate Planner Paige Nied

NEW BUSINESS:

- [17.](#) Monthly Housing Update - Housing Director Carissa Connelly
- [18.](#) Recommendation to adopt allocation criteria for funding opportunities that create and preserve long-term housing - Housing Director Carissa Connelly
- [19.](#) Recommendation to approve local eligibility criteria for Bluebird Village - Housing Director Carissa Connelly
- [20.](#) Recommendation to review information and provide policy direction regarding snowmelt allowance within the public right-of-way - Associate Planner Paige Nied

EXECUTIVE SESSION:

- [21.](#) Pursuant to Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

ADJOURNMENT:

From: [HP Boyle](#)
To: [Participate](#)
Cc: [Andrew Guckes](#); editor@mtexpress.com; harry@sunvalleyeconomy.org; [Scott Boettger](#); editorialboard@mtexpress.com
Subject: Public Comment on proposed Comprehensive Plan process
Date: Monday, March 27, 2023 6:08:25 PM

To the Council,

I urge you to reject the "Comp Plan lite" process proposed by staff in today's Council meeting, and to engage in a full Comp Plan process. Ketchum and the world have changed in the last decade in ways that the old plan did not contemplate, and which a new plan needs to integrate. Just marking up sections of the old plan is not sufficient to reflect the current reality.

1. Demographics- over the past 10 years, according to data from license registrations, there has been a significant turnover in the full time resident population of Ketchum, well beyond just the growth in heads. Jap Vos, a Univ of Idaho land use professor, presented some of this data at the WRLT session at the Library this month. The implication is that the the Comp Plan of 2014 does not, indeed cannot, represent the will of the residents who live here today. Every legal resident of Ketchum should have the opportunity to have a voice in this process. Many new families moved into Ketchum over the past three years—they are the future of Ketchum, and should get their say.

2. Economics— While Ketchum has always been interwoven with the City of Sun Valley, due to changes in the economic model of Ketchum in the last 10 years, Ketchum is even more interdependent with both Hailey and Bellevue, where much of our workforce now resides. This shift is a major change in the nature of Ketchum, and should be reflected in the Comp Plan. The WRLT is doing important work on land use planning throughout the WRV, that the Ketchum Comp Plan process could benefit from. Economic changes have also impacted what kind of retail works in Ketchum and how other types of businesses can function. Doing a commercial demand study is sensible, by why just that? We could use insights into the demand for workforce housing, tourism housing, second homes and full time homes to help shape the new Comp Plan. 10 years ago, the 1% for Air was brand new—now we have a better sense of its impact on the community. The new Comp Plan should have a say in the role of resident resources allocated to tourism in Ketchum.

3. Technology— the world is much different than it was 10 years ago. How people learn and how people work have evolved. Ketchum is even more connected to the outside world than it was 10 years ago. This changes how residents see themselves and their community and needs to be reflected in the Comp Plan.

4. Environment— Climate change is becoming ever more evident, and its effects are felt here. How do the residents of Ketchum want to adapt to that over the next decade? Do we want to invest in a microgrid? What should we do about fire mitigation? How should we live with wild animals like bear, moose, cougars and elk? What should we do about water use planning? Would we have chosen to rebuild a 40 year old WTF, or would we have opted for a brand new one on smaller footprint if we had had a Comp Plan update?

5. Land Use—10 years ago, it was still possible that Warm Springs Ranch would be turned into a hotel complex. That did not happen. But a Gateway Plan from over a decade ago was used to justify the zoning waivers the Council gave to the Marriott, against the will of Ketchum residents. A decade ago, while we had a housing crisis, we still had long term rentals in Ketchum and did not anticipate their wholesale conversion to STRs. The ADU plan under consideration could result in even more STRs. In a new Comp Plan, the residents might have very different views on the role of hotels and short-term rentals in the community that what the Council perceives. Likewise, by the time the Comp Plan is done, people will have more information to process on the impact of Bluebird, the Washington Lot, and other housing projects planned by the Council—these could have material impacts on their views of what kind of housing should be built where.

6. First Responders— we now have a decade more of experience with outsourcing our police force. Likewise, we are in a process to examine consolidation of fire and EMT services. How does the community feel about the role of fist responders?

7. Process— As Councilman David noted in the 3/27 Council Meeting, the way the City has solicited public input historically has led to extremes or both positive selection bias and negative selection bias. It has not been statistically representative of the people who reside in Ketchum. Often focus groups include people who do not live in Ketchum, yet those focus groups are used to substantiate how Ketchum resident resources are allocated. At the other extreme, almost no one goes to any public meeting, so those who do have a magnified voice. There are better ways of being inclusive of all views of Ketchum residents. In particular, the City should consider hiring a professional survey firm to conduct statistically valid sampling of resident views to augment the likely multiple focus group process it will pursue.

8. Politics— while time is always of the essence, we will have had the same Council for five years when the Council plans to adopt a new Comp Plan. Two seats on the Council will be up for election in November. For this Council to adopt a new Comp Plan right before that election may be contentious, and make it more difficult to implement what is adopted.

Creating a Comp Plan that reflects the voice of all Ketchum residents will be an expensive, complex and time-consuming project. But it is critical that we do it right, so that it is fully inclusive and transparent. Please move quickly to get off the “lite” process, and commit the time and resources necessary to create a Comp Plan that the entire City of Ketchum may not all agree on, but will see as a fair representation of our myriad voices.

Thank you for your service to the community,

Perry Boyle
Ketchum

From: [Rebecca Waycott](#)
To: [Aly Swindley](#); [Participate](#); warm Springspreserve@gmail.com
Subject: Warm Springs Preserve
Date: Saturday, April 1, 2023 2:04:33 PM

Hi.

I see that there will be a vote on the Master Plan for the Warm Springs preserve this coming Monday. Overall, I think that the plan looks great. However, I feel the disfavor that the neighbors in the Broadway Blvd. area feel regarding the possible pedestrian bridge is not addressed strongly enough in the plan. (This is in reference to Potential Neighborhood Connection section on pages 78-80.) Many of us do not want the bridge for the following reasons:

- no adequate parking - In the winter, the street is often only one lane which already makes it very difficult for access by trucks, fire trucks, etc. In the summer there are already a fair amount of people that park in the cul de sac to access the creek. This more than takes up all the parking available. More cars would seriously impact the neighborhood.

- potential trespassing issues by people and dogs.

One last point that is not being addressed at this time is the use of the floodplain area in the wintertime. It perhaps would be under the purview of Fish and Game. This floodplain area is a winter home to many animals (including elk, moose and deer) who forage for food, bed down, etc as they try to survive the winter. It would be detrimental to them if there was a lot of human activity in the winter months. For this same reason, access to the Heidelberg trail is closed in the winter.

Thanks for all the great work you are doing and for your attention to this email.

Sincerely, Rebecca Waycott

From: richardwaycottsv@gmail.com
To: warm Springs Preserve@gmail.com; [Participate](#); [Aly Swindley](#); [Neil Bradshaw](#)
Subject: RE: Warm Springs Preserve - potential "neighborhood connection" bridge construction at Broadway Blvd./Creekbend Court
Date: Saturday, April 1, 2023 2:33:43 PM

To whom it may concern,

I understand there will be a Ketchum City Council meeting on April 3 to discuss and potentially approve the Warm Springs Preserve Master Plan. While my family and I are very supportive of most features of the plan, we strongly oppose the "neighborhood connection" bridge which is contemplated to connect Broadway Blvd. (Broadway Court) and the preserve. I outlined the reasons for our opposition in my email to the city dated February 25, 2023, below. The potential disruption to our neighborhood and the severe limitation of parking make the idea of constructing a bridge very injurious to the homeowners who live near or adjacent to the fishermen's access where the bridge would be constructed. There is adequate access to the Preserve at either end of the property.

Please take our concerns into account as you review the plan on Monday and eliminate the "neighborhood connection" bridge from the master plan.

Sincerely yours,

Richard Waycott

From: richardwaycottsv@gmail.com <richardwaycottsv@gmail.com>
Sent: Saturday, February 25, 2023 4:19 PM
To: warm Springs Preserve@gmail.com; participate@ketchumidaho.org; aswindley@ketchumidaho.org
Subject: Warm Springs Preserve - potential "neighborhood connection" bridge construction at Broadway Blvd./Creekbend Court

To whom it may concern:

First and foremost, my family and I are fully supportive of the community effort (and city leadership) it has taken to create the Warm Springs Preserve. It has been wonderful to see this come to fruition. We were early advocates and financial contributors for its creation. We enjoy walking our dog in Preserve and are thrilled it will now be available for all generations to come.

We are writing to express our strong opposition to the proposed "neighborhood connection" bridge across Warm Springs Creek where Broadway Boulevard dead ends at Creekbend Court. This is not a good location for a bridge on many levels but especially because it would bring substantial congestion to a very narrow dead-end street where there is already very limited parking for residents and their guests. The increased traffic would be overwhelming for the Broadway Boulevard neighborhood and would degrade its quality of life. Broadway Blvd. is a constricted and curving road which passes through a neighborhood inhabited by families with small children. Our property abuts the location of the proposed "neighborhood bridge" so we are more than familiar

with existing public use occurring during the summer of the right of way foot trail. While we welcome the enjoyment of Warm Springs Creek by valley families, the quantity of summer visitors already causes parking issues on many days in the neighborhood. The construction of a bridge, and possible attraction of many more year around visitors, would be untenable and unfair to those of us who have lived on Broadway Blvd. for many years and chose to live here due to its serenity.

Increased Broadway Blvd. traffic, parking, and access problems that would be created by the proposed "neighborhood connection" bridge would be exacerbated in the winter when the road becomes further constricted with snow berms (the dead-end section of Broadway Blvd. often is reduced to a single lane during the winter), resulting in no room whatsoever for parking or even the turning around of cars in the Broadway Blvd. cul-de-sac.

Our situation is analogous to the former Proctor Mountain trailhead access on Fairway Road in Sun Valley. That trail access was also adjacent to a cul-de-sac where trail parking was mostly restricted along the uninhabited hillside. After many years of various issues associated with hiker parking, the city prohibited street parking. Our situation is made more concerning in that all the lots but one on the dead-end section of Broadway Blvd. leading up to the proposed "neighborhood connection" bridge access have single family homes built on them. I would also wager that Fairways Road in Sun Valley has more part time residents than the Broadway Blvd. neighborhood.

In my opinion, the "neighborhood connection" bridge is a bad idea in a bad location. Just a few minutes away is the main entrance to the Preserve where there will be substantial parking, trail access, and other infrastructure. Please do not approve construction of the "neighborhood connection" bridge.

Respectfully yours,

Richard Waycott
525 Broadway Blvd.
Warm Springs
(209)402.7707

From: [Stephen Medearis](#)
To: [Participate](#)
Subject: Warm Springs Preserve Pedestrian Bridge
Date: Sunday, April 2, 2023 7:30:55 AM

Hi Ketchum City Council,

I am a resident in the warm springs area, and I am reaching out regarding the Warm Springs Preserve project. I am thrilled this project is getting done, but I believe the pedestrian bridge pathway should be left out of the project. The master plan did not properly highlight the consequences of adding such a bridge to the ecosystem.

Thank you for your service and consideration of my feedback.

Best,
Stephen Medearis

From: ritchey.craig@dorsey.com
To: [Participate](#)
Cc: [Aly Swindley](#); [Neil Bradshaw](#)
Subject: Warm Springs Preserve vision plan APRIL, 2023
Date: Sunday, April 2, 2023 4:02:11 PM

Dear Council members,

I am writing to express my strong support for the Warm Springs Preserve vision plan (April, 2023)—— with one big exception.

I believe that the language about a Neighborhood access Bridge from Broadway Blvd. (pages 78 through 80 of the plan) does not report or mention the very strong consensus neighborhood opposition to a Bridge for the many reasons identified in emails and verbal comments from community members at the various public hearings.

The suggested Neighborhood Bridge access is unnecessary because of very good access at the main entrance; existing foot and fishing access at that same spot suggested for a Neighborhood Bridge; and planned additional access suggested for West Ketchum and Norwegian Woods. The suggested Neighborhood Bridge at Broadway Blvd. would be very harmful to the natural qualities of the Preserve. It would also create serious negative traffic, safety and parking consequences for the neighborhood which cannot be remediated.

Sincerely,

Craig Ritchey
521 Broadway Blvd.

From: ritchey.craig@dorsey.com
To: [Neil Bradshaw](#)
Cc: [Participate](#); [Aly Swindley](#); [Jade Riley](#)
Subject: Re: Warm Springs Preserve vision plan APRIL, 2023
Date: Sunday, April 2, 2023 7:27:06 PM

Thanks for the note Neil. I look forward to working with the Land Trust to help raise the funds to make this vision a reality. Best, Craig.

Sent from my iPhone

On Apr 2, 2023, at 5:26 PM, Neil Bradshaw <NBradshaw@ketchumidaho.org> wrote:

EXTERNAL FROM OUTSIDE DORSEY. BE CAUTIOUS OF LINKS AND ATTACHMENTS.

Thanks Craig

As articulated earlier, the WSP master plan contemplates certain neighborhood connection points. Those connections are not a focus of our initial work (most of the initial work will be on riparian restoration and irrigation) and we will continue to solicit community input before any action is taken on the potential connection points.

Your email will be put the public domain for council deliberation.

Thanks for participating!

Cheers

Neil

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

P.O. Box 2315 | 191 5th Street, W | Ketchum, ID 83340

o: 208.727.5087 | m: 208.721.2162

nbradshaw@ketchumidaho.org | www.ketchumidaho.org

On Apr 2, 2023, at 4:02 PM, ritchey.craig@dorsey.com wrote:

Dear Council members,

I am writing to express my strong support for the Warm Springs Preserve vision plan (April, 2023)— with one big exception.

I believe that the language about a Neighborhood access Bridge from Broadway Blvd. (pages 78 through 80 of the plan) does not report or mention the very strong consensus neighborhood opposition to a Bridge for the many reasons identified in emails and verbal comments from community members at the various public hearings.

The suggested Neighborhood Bridge access is unnecessary because of very good access at the main entrance; existing foot and fishing access at that same spot suggested for a Neighborhood Bridge; and planned additional access suggested for West Ketchum and Norwegian Woods. The suggested Neighborhood Bridge at Broadway Blvd. would be very harmful to the natural qualities of the Preserve. It would also create serious negative traffic, safety and parking consequences for the neighborhood which cannot be remediated.

Sincerely,

Craig Ritchey
521 Broadway Blvd.

From: [H Boyle](#)
To: [Participate](#)
Cc: editorialboard@mtexpress.com
Subject: For the Council
Date: Sunday, April 2, 2023 7:37:54 PM

According to this article from the NYT, this in SF it takes 7 years and \$600k per unit of housing.

That's almost exactly the same for Bluebird. Wait—that's the cost of Bluebird units with free land. SF City Hall seems to outperform Ketchum City Hall.

Contrast that to privately constructed projects in Ketchum that include affordable housing like...like every other building being built in Ketchum with an affordable unit. They come into the market in half the time, at much less per unit. And they don't get the benefit of expedited review or emergency zoning ordinances that they can draft themselves. Or free taxpayer land.

Why is that?

Something for the public to think about when you develop our property at 6th and Leadville rather than putting it into the private market.

If you were really about affordable housing, you might be doing this a bit differently.

Perry Boyle
Ketchum

<https://www.nytimes.com/2023/04/02/opinion/democrats-liberalism.html?smid=nytcore-ios-share&referringSource=articleShare>

The Problem With Everything-Bagel Liberalism

From: [Courtney Hamilton](#)
To: [Participate](#)
Subject: Fwd: Geoengineering Watch Global Alert News, April 1, 2023 - smoke from wildfires serve
Date: Sunday, April 2, 2023 9:27:06 PM

COURTNEY HAMILTON | CITY OF KETCHUM

City Council Member

P.O. Box 2315 | 191 5th Street West | Ketchum, ID 83340

mobile: 208.481.1211

[chamilton@ketchumidaho.org][chamilton@ketchumidaho.org] | www.ketchumidaho.org

From: resortliving <resortliving@pm.me>
Sent: Sunday, April 2, 2023 8:58:33 AM
To: resortliving@pm.me <resortliving@pm.me>
Subject: Geoengineering Watch Global Alert News, April 1, 2023 - smoke from wildfires serve

<https://youtu.be/wzWNXL7vQJE>

Record snow, record rain, record hail and record tornadoes, geoengineered spring is here. Climate chaos is hammering populations and decimating food production. Scripted political theater continues to distract and divide populations even as near term planetary omnicide looms on the horizon. The equation we face is unimaginably non-linear, the remainder of 2023 will likely bring converging catastrophes that few are yet willing to imagine. The latest installment of Global Alert News is below.

<https://youtu.be/-nmL0aTXXoM> - how wildfires serve the geoengineering agenda

From: [Scott Friedman](#)
To: [Participate](#)
Subject: Snow melt systems
Date: Monday, April 3, 2023 7:31:43 AM

Snow melt systems are extremely expensive in terms of electricity use and are much more expensive than a Snow blower or a plow. These devices are making our carbon footprint much bigger than it needs to be. They should not be used.

Scott Friedman, MD
104 Blue Grouse Rd, Sun Valley ID 83353

From: [Mitch Long](#)
To: [Participate](#)
Subject: Snowmelt systems in public ROW
Date: Monday, April 3, 2023 7:58:14 AM

I understand the city council is to consider an item regarding snowmelt systems in the public ROW. I would encourage the city council to take a stand against allowing them, except where they are deemed essential for public safety. Snowmelt systems use far more energy than plowing and snow blowing/shoveling. As the city moves to 100% clean energy, reducing energy use will be an important part of accomplishing that. Where it is not practical to plow and blow snow and safety requires a cleaner pavement, 100% renewable energy should be required to power the snowmelt systems.

Thank you.

Mitch Long and Margit Donhowe
420A Sage Rd
Ketchum

From: [Elizabeth Jeffrey](#)
To: [Participate](#)
Subject: snow melt
Date: Monday, April 3, 2023 9:16:18 AM

Dear Mayor and City Council,

I have read your upcoming question about snow melt usage on public and private drives and walkways and am extremely glad to see you tackle this issue on your way to 100% clean energy. In a year like this, when we have 6 months of snow and snowfall, I am extremely concerned about the amount of energy and emissions produced for this usage. I'm even more concerned with the new builds and the retrofits that will be desired because of this winter. The time is right to bring policy forward to meet City goals.

In my read of the alternatives, I think the idea of requiring on site clean energy for any of these outdoor energy uses is a necessary and strong step on the way to getting us to zero. I look forward to hearing the discussion and vote.

Thank you,
Elizabeth Jeffrey
makeitgreen@me.com

From: [H Boyle](#)
To: [Participate](#)
Subject: Public Comment on Council Agenda Item 20 4/3/23
Date: Monday, April 3, 2023 9:16:40 AM

In the the snowmelt debate, Attachment 1 is the Ketchum Sustainability Plan from 2020. This is a plan that was fully endorsed by the City Council.

Where are the periodic updates to the public on how the City stands in accomplishing this plan? What are the plans to implement the plan? Where has the City accomplished items on the plan? Where is it failing?

The City has many plans. The only one that Council seems to be regularly updated on is the Housing Plan. What about the Master Transportation Plan, for example? Or, the Comprehensive Plan?

Good governance practices dictate that the City Council should have a regular schedule of reviewing progress on all plans that the Council adopts.

Perry Boyle
Ketchum

From: [Scott Runkel](#)
To: [Participate](#)
Subject: Snow melt discussion
Date: Monday, April 3, 2023 9:17:40 AM

Hi Ketchum City Council,

I am writing to encourage you to prioritize your clean energy and environmental commitments as you consider how to address snow melt systems. I was buoyed by the information in the analysis and background document provided by the city staff showing both the inordinate emissions of snow melt systems and how other cities are requiring residents to put up renewable energy systems to equal energy use or pay a significant fee.

I don't know the right answer as it's difficult to outright ban these systems, my preference, but putting policy in place that mitigates their impacts is crucial. I hope this leads to more discussions about how to reduce energy consumption in the city of Ketchum.

Thank you for all you do,

Scott Runkel
1610 Noirthridge Drive
Hailey, Idaho

From: [H Boyle](#)
To: [Participate](#)
Subject: Public comment on Ketchum Preference for Bluebird
Date: Monday, April 3, 2023 9:26:59 AM

The Council should mandate changes to this preference policy before adoption.

1. It should strike the retiree qualification. Ketchum has a workforce shortage, not a retiree shortage. The Mayor sold this project to the community as a solution to workforce needs.
2. The qualifications should be re-certified annually, with provisions for eviction for those who do not meet the criteria. Again, Bluebird is a taxpayer subsidized project intended to address our workforce needs.
3. How does the City define “key community members” as references in the document under consideration?
4. How will the City enforce the declarations of the applicant? What proof will the City require?

Thank you,

Perry Boyle
Ketchum

From: [Virginia Johnson](#)
To: [Participate](#)
Subject: Warm Springs Preserve
Date: Monday, April 3, 2023 9:28:20 AM

I am strongly opposed to the access point across Warm Springs Creek to Broadway Blvd. The potential number of cars parked on Broadway leading to the access point would be a disaster for this small, residential community. There is no parking!

Virginia Johnson
e. viriniadjohnson@gmail.com
c. 603-491-5406

From: [H Boyle](#)
To: [Participate](#)
Subject: Public Comment on Council Agenda Item 18 4/3/23
Date: Monday, April 3, 2023 9:30:19 AM

The Council should require that this criteria be reviewed annually to ensure it is meeting the needs of the community. We have many things like this that are adopted and forgotten or live on past their utility. The Council should have a regular process for reviewing policies like this to see if they are still in the best interests of the community.

Thank you,

Perry Boyle
Ketchum

From: [H Boyle](#)
To: [Participate](#)
Cc: [Scott Lewis external](#)
Subject: Public Comment Council Agenda Item 14 4/3/23
Date: Monday, April 3, 2023 9:36:57 AM

The Council has little option but to renew the IPC franchise agreement. IPC is a monopoly, and the City has cultivated no alternative providers.

I urge the Council to explore options to create a microgrid for power generation in Ketchum, and perhaps the Wood River Valley. The population of the WRV is projected to double over the next 20 years. The Council should be planning for the future of the community.

The Council could entertain proposals from microgrid providers to educate themselves and the community on what the current options are. There may be nothing viable today, but the technology is advancing and Ketchum, as a city that values sustainability, should be proactive rather than reactive in assessing its options vis-a-vis IPC.

Thank you,

Perry Boyle
Ketchum

From: [H Boyle](#)
To: [Participate](#)
Subject: Council deliberations on snowmelt 4/3/23
Date: Monday, April 3, 2023 9:53:53 AM

Several issues with this.

1. Where is the discussion of public safety? Is there any question that snow melt sidewalks in the commercial core are safer than non-melted ones?
2. Where is the perspective? How big an issue is snow melt vs all the other sources of carbon in our community? For example, Ketchum Council actively promotes and has locals subsidize the tourism industry. One private jet into SUN totally overwhelms all the snow melt carbon for a year. Or think of all the people who drive private cars to SUN because the bus is so inconvenient. Or all the idling cars at the intersection of Main/SV waiting for the light to change because of the scramble.

Attacking things like this incrementally and reactively is a natural result of failing to consistently review the Ketchum Sustainability Plan.

Thank you,

Perry Boyle
Ketchum

From: [Sue Petersen](#)
To: [Participate](#)
Subject: Snow melt systems
Date: Monday, April 3, 2023 10:05:17 AM

I am writing to urge you to discourage snow melt systems in the public right of way. The energy requirement is high compared to other methods, and we need to do all we can to meet our clean energy commitment.

Thank you, Sue Petersen

From: [Rebecca Bundy](#)
To: [Participate](#)
Cc: [Rebecca Bundy external](#); [Betsy Mizell external](#); [Scott Lewis external](#); [Jade Riley](#); [Lynne Barker](#)
Subject: Snow Melt Discussion, CC 4-3-23
Date: Monday, April 3, 2023 10:25:58 AM

Dear Councilmembers,

It appears that the discussion today applies only to snow melt in the City's rights-of-way. I do not see any reason that any individual should have the right to heat the pavement within the City's rights-of-way, unless it serves a function necessary to safe City operations. Snow melt is in direct conflict with City enacted clean energy and sustainability goals.

I question whether snow melt should be allowed in the Community Core and Tourist zoning districts, but I realize that is not under discussion this evening.

The City has jurisdiction over its rights-of-way, so regulating activities within the ROWs does not conflict with any recent State energy provisions.

I believe that the City Council should move forward tonight to prohibit snow melt in its ROWs and that the City should also continue to explore how to regulate what snow melt it does allow so that it is as limited and as efficient as possible.

Rebecca F. Bundy, Architect, PLLC
AIA NCARB
www.rfbundydesign.com
208-720-1832

From: [Sheila Moriarty](#)
To: [Participate](#)
Subject: Snow Melt
Date: Monday, April 3, 2023 11:25:45 AM

Hi Ketchum City Council,

I am writing to encourage you to prioritize your clean energy and environmental commitments as you consider how to address snow melt systems. I hope this leads to more discussions about how to reduce energy consumption in the city of Ketchum.

Thank you for all you do,

Sheila Moriarty

c: 402.490.9793

From: [Emily Williams](#)
To: [Participate](#)
Subject: Limiting outdoor residential energy usage
Date: Monday, April 3, 2023 11:47:18 AM

Hello Ketchum City Council,

I'm writing to express my support for limiting and/or offsetting (with renewable energy systems) outdoor residential energy usage, including private snow melt system emissions. Doing so aligns with Ketchum's clean energy resolution and puts the city on a path for a more sustainable future.

Thank you for all of your work, and I hope the City continues to prioritize the commitments made in the Clean Energy Resolution.

Kindly,
Emily Williams

205 Ritchie Drive, Ketchum

From: [Robert Lonning](#)
To: [Participate](#)
Subject: Snow melting discussion
Date: Monday, April 3, 2023 12:29:15 PM

Dear Ketchum City Council,

The resolution, Resolution 20-031, adopted on December 21, 2020, reflects the City's commitment to clean energy. It is my hope that any discussions about residential snow melting technology be informed by this commitment. I agree with the text in the Agenda Memo that such residential systems DO NOT "provide a public benefit" and appear to be at odds with the City's commitment to clean energy. Like so much the City Council works on, I understand there is no easy answer, but I hope the Council recognizes that clean energy is more important for the public benefit going forward.

Thanks for all you do,

Robert Lonning
201N. 3rd Ave.
Hailey

From: thall@alberthallassociates.com
To: [Participate](#)
Subject: Updated Warm Springs Preserve Plan
Date: Monday, April 3, 2023 1:28:04 PM

Members of the Ketchum City Counsel and Warm Springs Preserve Design Team,

We write today to add to previous input that we provided in writing and again during public comment at a recent public review of the Preserve Master Plan design progress, which was held on February 14, 2023.

As before, we commend the work of the design team and all those involved in the project from land acquisition to current plan status. We remain fully supportive of the vast majority of the design recommendation contained in the current plan with one significant exception. On page 79 of the most recent plan it states the following:

"Many community members expressed excitement about creating one or two access points that would cross Warm Springs Creek or the Big Wood River to connect to trails in the Preserve. The City and design team studied various options and, based on feasibility, determined that the two locations shown in the map to the right would be potential access locations. A West Ketchum connection below the confluence would be on Bureau of Land Management land and require approval from the Bureau of Land Management. The second neighborhood connection shown requires additional study and community support. Access could range from simply improving the safety of the existing public access point or to installing year-round footbridge."

Although the statement above is careful to mention that the second neighborhood connection "...requires additional study and community support..." there is no mention of the broad and considered opposition to locating an access bridge across Warm Springs Creek at Broadway Court. We have followed this discussion in its various iterations, including during the February 14 meeting and the statement above fails to capture the depth and breadth of public opposition to the second neighborhood connection.

Our purpose in writing at this time is to once again strongly urge the design team and council to eliminate consideration of locating a bridge across Warm Springs Creek at Broadway Court. We wholeheartedly support improvement of public access to the neighborhood side of the creek, and respectfully ask again that the review process take seriously the adverse impacts that would be derived from locating a bridge at that location. We won't repeat our earlier writings on this topic, but briefly those adverse impacts include:

1. Providing access across the creek to the one area of floodplain in the project that remains nearly in its natural state is contrary to the stated goals of the plan. On page 75 of the plan, it states that, "On the southern property, minimal human influence has allowed much of the native ecosystems to thrive. However, a few minor improvements can substantially influence floodplain connectivity." Locating a bridge to provide human access to the area does not represent a minor improvement and is contrary to the goal of minimal human influence [which] has allowed the native ecosystem to thrive.
2. The floodplain in question has always been a thriving wildlife habitat and a bridge access will increase the probability of human/wildlife interactions at a time when wildlife habitat throughout the Wood River Valley is shrinking at an alarming rate.

3. Adding access at Broadway Ct will increase congestion in a neighborhood that has seen the construction of seven new residences in a three block radius in the last several years with at least three more in the planning stages. This has already caused traffic and pedestrian conflicts and parking issues for a neighborhood that lacks the infrastructure to accommodate such growth.
4. There is a history of individuals utilizing illegal bridging to cross the creek at that location in order facilitate the transport of power and sports equipment on to the riparian and floodplain across the creek. This resulting in the degradation of riparian vegetation, limbing of trees to improve personal view corridors and installation of sports equipment such as bow and arrow targets, slack lines strung between trees, sling targets and household furniture on both sides of the creek and late-night incursions into the area resulting in public nuisance complaints. A permanent bridge will simply exacerbate the problem further and the area is not easily accessible to law enforcement or city code enforcement officials.

Again, we remain strong proponents of the work being undertaken to create and maintain such an important public amenity as the Warm Springs Preserve. We also appreciate the ability to provide public input. However, we are deeply concerned that some of that input seems not to have been considered seriously in the current draft of the plan and urge all parties to do so to avoid the unintended consequence of degrading the natural habitat of the southernmost floodplain or the quality of life for a Ketchum neighborhood that is ill equipped to accommodate additional traffic and human activity that will surely result from locating a bridge access at Broadway Court.

We thank you for your consideration of this matter and would welcome the opportunity to provide any additional input that the design team or city staff might find helpful as they continue their work.

Thomas Hall and Amy Mueller
534 Broadway Blvd
Ketchum, ID 83340

From: [Neil Bradshaw](#)
To: [Michael Conger](#)
Cc: chamilton@ketchum.or; abreen@ketchum.org; mdavid@ketchum.or; jslanetz@ketchum.or; [Lisa Enourato](#); [Jade Riley](#); [Aly Swindley](#)
Subject: Re: Land Bridge/ Floodplain /Warm Springs Preserve- City Council Vote April 3
Date: Monday, April 3, 2023 1:32:31 PM

Thanks Michael,

As articulated to you earlier, the WSP master plan contemplates certain neighborhood connection points. Those connections are not a focus of our initial work (most of the initial work will be on riparian restoration and irrigation) and we will continue to solicit community input before any action is taken on the potential connection points.

Your email will be put the public domain for council deliberation.

Thanks for participating!

Cheers

Neil

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

P.O. Box 2315 | 191 5th Street,W | Ketchum, ID 83340

o: 208.727.5087 | m: 208.721.2162

nbradshaw@ketchumidaho.org | www.ketchumidaho.org

On Apr 3, 2023, at 1:14 PM, Michael Conger <michaelconger1@gmail.com> wrote:

Dear Council members-

It has come to my attention that you are conducting a vote on a number of issues concerning your master plan for the Warm Springs Preserve. I wanted to take this opportunity to show my repudiation for the proposed community bridge located near the southern floodplain on Broadway Blvd. Ketchum.

Although the "preserve" itself has its benefits and attraction, that is precisely what has contributed to its problems and dilemmas. Build it and they will come! The decisions that are made today will impact this community and the surrounding environment and resources for our future lives today and our Children's lives of tomorrow.

The impact of increased population and popularity of the Wood River Valley and

what it has to offer has undergone a significant and dramatic change in the last several years. The city of Ketchum has invested time, money and resources to an improved "Preserve" that will have a MASSIVE impact on the land and surrounding communities in perpetuity! This being said, if you start something and move forward in an aggressive fashion it will become more difficult to understand the impacts -negative or positive for years to come. By that time the structures are in place, trails are built and people from all parts will gravitate to this area (preserve) which will have a tremendous impact on our land, the ecosystem and the quality of life here as we know it.

Remember, The City is trying to implement, construct a way for a multitude of environments, habitats and ecosystems to co-exist in a very limited and small area!! BLM next to a 'preserve, next to a dog park, next to a floodplain, next to the river system, next to a neighborhood, next to a town that is only growing!!!! More access to these areas is NOT the solution, but only a recipe for disaster.

It is imperative that the City of Ketchum understand the future impact of your proposal and how it affects ALL people of this community. The OBVIOUS PROBLEM OF CONGESTION in the Valley from Bellevue to the SNRA is only going to continue to grow and become more of an issue as well as a negative impact on this area. I believe it is something that on this very day is a problem which has very few solutions.

To build more structures and access points allows only opportunity for more crowding, bottlenecks and overpopulation in areas where solitude, privacy and serenity are what make these key areas in the Wood River Valley special, and should remain that way in order to maintain the integrity of our neighborhoods and community as a whole. If you were to halt construction today in this valley I believe it would still take years to understand the impact it has in all aspects of our lives.

That being said, the proposed bridge AND TRAIL SYSTEM in the southern floodplain will only create a quagmire of people, pets, tourist, outdoor enthusiasts and with it comes noise, trash, animal waste, car pollution and noise pollution into a funnel of chaos, not to mention the overall impact on our ecosystems, riparian zones, elk, moose, owl, deer, cougar, waterfowl habitats as well as aquatic species and fisheries.

Let the floodplain do what nature has intended it to do- absorb excess water from spring runoff and truly act as a natural sanctuary for all wild things that live here, NOT some man made contrived 'preserve" that will only attract more people, traffic and problems down the road.

Lets keep this part of ketchum special in its natural state and focus on the "preserve" aspects of the master plan.

Thank you for your time and consideration.

Sincerely,

Michael Conger



CALL TO ORDER: *(00:00:20 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
Amanda Breen
Courtney Hamilton
Jim Slanetz

ALSO PRESENT:

Jade Riley—City Administrator
Shellie Gallagher—City Treasurer
Trent Donat—City Clerk & Business Manager
Lisa Enourato—Public Affairs & Administrative Services Manager
Morgan Landers—Director of Planning and Building
Abby Riven—Senior Planner

COMMUNICATIONS FROM MAYOR AND COUNCIL:

- Week of the Young Child Proclamation—Mayor Neil Bradshaw *(00:00:50 in video)*
- Jim Slanetz *(00:02:29 in video)*
- Announcement of the US Alpine Championship beginning April 2—Mayor Neil Bradshaw *(00:04:49 in video)*

CONSENT AGENDA: *(00:05:20 in video)*

- Mayor Bradshaw removed item #15

Motion to approve consent agenda items #3 - #18 excluding #15 *(00:06:25 in video)*

MOVER: Michael David

SECONDER: Courtney Hamilton

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

RESULT: ADOPTED UNANIMOUS

COMMUNICATIONS FROM MAYOR AND COUNCIL:

- Mayor Neil Bradshaw discussed the letter the council sent to Governor Little, urging him to veto House Bill #287. *(00:06:50 in video)*
- Courtney Hamilton explained the significance of House Bill #287. *(00:07:03 in video)*

PUBLIC HEARING: *(00:08:28 in video)*

19. Recommendation to hold second and third reading of Ordinance 1247 and 1248 authorizing the issuance of Wastewater Revenue Bonds.

Public Comment: *(00:09:25 in video)*

None

Public Comment Closed: *(00:09:42 in video)*

Questions, comments, and discussion by Council *(00:10:11 in video)*

Motion to approve to hold the second and third reading of Ordinance #1247 and #1248 by Title Only. *(00:12:31 in video)*

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

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

RESULT: ADOPTED

Second and Third Reading of Ordinance #1247 and #1248 by title only.

City Clerk and Business Manager Trent Donat *(00:12:54 in video)*

Motion to approve Ordinance #1247 and Ordinance #1248 Preliminary Official Statement and Continuing Disclosure Agreement. *(00:14:52 in video)*

MOVER: Courtney Hamilton

SECONDER: Jim Slanetz

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

RESULT: ADOPTED UNANIMOUS

20. Recommendation to review, hold a public hearing, and approve the Second Amendment to the Amended and Restated development Agreement for the Appellation Hotel (formerly Harriman Hotel) located at 300 E River Street.

Presented by: Director of Planning and Building Morgan Landers *(00:15:44 in video)*

Public Comment: *(00:18:45 in video)*

None

Public Comment Closed: *(00:19:01 in video)*

Questions, comments, and discussion by Council *(00:19:20 in video)*

Motion to approve and authorize The Mayor to sign The Second Amendment to The Amended and Restated Development Agreement #22838 between the City of Ketchum and Harriman Ketchum Hotel, LLC. (00:22:36 in video)

MOVER: Amanda Breen

SECONDER: Michael David

AYES: Michael David, Courtney Hamilton, Amanda Breen

NAYS: Jim Slanetz

RESULT: ADOPTED

Comments by Mayor and Council (00:23:21 in video)

NEW BUSINESS: (00:26:18 in video)

21. Review and provide feedback on the scope and approach to codification of Interim Ordinance #1234, request for proposals for the update to the Comprehensive Plan and Code rewrite, and anticipated consultant resources budget for each.

Presented by: Director of Planning and Building—Morgan Landers (00:26:49 in video)

Questions, comments, and discussion by Council and Staff (00:42:30 in video)

ADJOURNMENT:

Motion to adjourn at 5:05pm (01:05:34 in video)

MOVER: Jim Slanetz

SECONDER: Courtney Hamilton

AYES: Michael David, Courtney Hamilton, 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"."-9648008200", "9910000000"."-9911810000"
Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GENERAL FUND				
ADMINISTRATIVE SERVICES				
01-4150-3100 OFFICE SUPPLIES & POSTAGE				
COPY & PRINT, L.L.C.	125794	POS 11539: PAPER	617.88	
COPY & PRINT, L.L.C.	125821	POS 11602: MARKERS COFFEE	142.51	
GEM STATE PAPER & SUPPLY	1092342	AIR FRESHER, TRASH BAGS	116.61	
GEM STATE PAPER & SUPPLY	1092342-01	AIR FRESHENER	17.92	
GEM STATE PAPER & SUPPLY	1093281	AIR FRESHENER, WHOLE ROOM- CREDIT	68.17-	
01-4150-4200 PROFESSIONAL SERVICES				
ALSCO - AMERICAN LINEN DIVI	LBOI2067345	191 5TH ST W	180.49	
ALSCO - AMERICAN LINEN DIVI	LBOI2067794	491 E SUN VALLEY RD	137.89	
KETCHUM COMPUTERS, INC.	19493	ADMINISTRATION	3,448.50	
KETCHUM COMPUTERS, INC.	19494	MONTHLY WORKSTATION MAITENANCE	750.75	
SENTINEL FIRE & SECURITY, IN	86119	500 E AVE N- MONITORING	87.00	
SCHINDLER ELEVATOR	8106191558	Preventative Maintence - 03/23-5/23	1,159.44	
BD CONSULTING LLC	KET 2023-06	FINANCIAL CONSULTING SERVICES	765.00	23048.1
01-4150-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087264135 86	2087264135 862B 031323	947.72	
CENTURY LINK	2087265574 24	2087265574 240B 031323	61.55	
COX BUSINESS	0012401050589	0012401050589901 030823	172.99	
01-4150-5110 COMPUTER NETWORK				
INTEGRATED TECHNOLOGIES	211742	CO00 CITY OF KETCHUM-02 032023	713.75	
KETCHUM COMPUTERS, INC.	19493	ADMIN HARDWARE	1,306.80	
01-4150-5200 UTILITIES				
IDAHO POWER	2206452274 03	2206452274	321.88	
IDAHO POWER	2224128120 03	2224128120	1,106.66	
01-4150-6500 CONTRACTS FOR SERVICES				
S & C ASSOCIATES LLC	2720-2728	2722	118.00	
S & C ASSOCIATES LLC	2720-2728	2723	59.00	
S & C ASSOCIATES LLC	2720-2728	2720	295.00	
S & C ASSOCIATES LLC	2720-2728	2725	118.00	
S & C ASSOCIATES LLC	2720-2728	2721	724.00	
S & C ASSOCIATES LLC	2720-2728	2724	1,078.00	
Total ADMINISTRATIVE SERVICES:			14,379.17	
PLANNING & BUILDING				
01-4170-3100 OFFICE SUPPLIES & POSTAGE				
UPS STORE #2444	MMN7FR56M	Shipping	67.50	
01-4170-3200 OPERATING SUPPLIES				
CHATEAU DRUG CENTER	2681759	S-BINER MICRO LOCK	22.76	
01-4170-4200 PROFESSIONAL SERVICES				
FORSGREN ASSOCIATES, INC.	223069	02-22-0097 ENGINEERING SERVICES	3,022.50	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
KETCHUM COMPUTERS, INC.	19493	PLANNING & BUILDING	297.00	
S & C ASSOCIATES LLC	2720-2728	2726	177.00	
S & C ASSOCIATES LLC	2720-2728	2728	236.00	
HARMONY DESIGN & ENGINEE	22693	18018 KETCHUM SAP REVIEW THROUGH 03202023	3,788.50	
Total PLANNING & BUILDING:			7,611.26	
NON-DEPARTMENTAL				
01-4193-4200 PROFESSIONAL SERVICE				
DIXON RESOURCES UNLIMITED	3505	PARKING CONSULTANT SERVICES- TASK ORDER 2	2,347.50	
Total NON-DEPARTMENTAL:			2,347.50	
FACILITY MAINTENANCE				
01-4194-3200 OPERATING SUPPLIES				
GEM STATE PAPER & SUPPLY	1084312-03	PINE-SOL	37.80	
GEM STATE PAPER & SUPPLY	1092991	GLOVES, TRASH BAGS, SOAP, TOWELS, BATH TISSUE	744.24	
01-4194-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1015312	38950 031523	1,305.62	
01-4194-4200 PROFESSIONAL SERVICES				
BIG WOOD LANDSCAPE, INC.	27867	SNOW REMOVAL FY 2023	835.50	
BIG WOOD LANDSCAPE, INC.	27868	SNOW REMOVAL FY 2023	1,302.25	23031
BIG WOOD LANDSCAPE, INC.	27868	SNOW REMOVAL FY 2023	1,300.25	
BIG WOOD LANDSCAPE, INC.	27869	SNOW REMOVAL FY 2023	930.00	
BIG WOOD LANDSCAPE, INC.	27870	SNOW REMOVAL FY 2023	849.00	
BIG WOOD LANDSCAPE, INC.	27871	SNOW REMOVAL FY 2023	849.00	
BIG WOOD LANDSCAPE, INC.	27872	SNOW REMOVAL FY 2023	732.75	
BIG WOOD LANDSCAPE, INC.	27873	SNOW REMOVAL FY 2023	1,004.00	
BIG WOOD LANDSCAPE, INC.	27874	SNOW REMOVAL FY 2023	1,145.25	
BIG WOOD LANDSCAPE, INC.	27875	SNOW REMOVAL FY 2023	1,116.75	
BIG WOOD LANDSCAPE, INC.	27876	SNOW REMOVAL FY 2023	1,125.00	23031
BIG WOOD LANDSCAPE, INC.	27877	SNOW REMOVAL FY 2023	821.25	23031
BIG WOOD LANDSCAPE, INC.	27879	SNOW REMOVAL FY 2023	1,500.00	23031
KETCHUM COMPUTERS, INC.	19493	FACILITIES MAINTENANCE	148.50	
01-4194-5200 UTILITIES				
CLEAR CREEK DISPOSAL	0001609890	171 RIVER ST	180.58	
CLEAR CREEK DISPOSAL	0001610044	131 RIVER ST E	180.58	
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS				
CHATEAU DRUG CENTER	2678750	PWR BLOCK, COMB PADLOCK	71.23	
01-4194-5910 REPAIR & MAINT-491 SV ROAD				
A.C. HOUSTON LUMBER CO.	2303-551183	VACCUM, VACCUM BAGS	264.98	
BIG WOOD LANDSCAPE, INC.	27878	SNOW REMOVAL FY 2023	1,159.50	
CENTURY LINK	2087250932 03	2087250932 035B 030423	59.90	
CLEAR CREEK DISPOSAL	0001614177	491 SUN VALLEY RD-MAR 23	2,051.12	
SENTINEL FIRE & SECURITY, IN	86468	491 SUN VALLEY RD MONITORING	78.00	
THORNTON HEATING	54679	Starbucks Building Work	7,615.00	22103
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR				
PETPICKUPS.COM	31841	SCRAP PLASTIC BAGS	3,300.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI				
RIVER RUN AUTO PARTS	6538-188729	WINTER BLADE	14.95	
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ				
RIVER RUN AUTO PARTS	6538-188628	RAINX	6.95	
Total FACILITY MAINTENANCE:			30,729.95	
POLICE				
01-4210-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1015325	39060 031523	381.17	
01-4210-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087267848 10	2087267848 105B	142.18	
Total POLICE:			523.35	
FIRE & RESCUE				
01-4230-3200 OPERATING SUPPLIES FIRE				
ATKINSONS' MARKET	05649184	WHITE CLOUD	27.54	
GEM STATE PAPER & SUPPLY	0102954	TOILET PAPER	60.98	
01-4230-3210 OPERATING SUPPLIES EMS				
ATKINSONS' MARKET	05649184	WHITE CLOUD	27.54	
DAVIS EMBROIDERY INC.	42006	WOVEN PATCHES	400.50	
GEM STATE PAPER & SUPPLY	0102954	TOILET PAPER	60.98	
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE				
CHRISTENSEN INC.	1015216	37267 031523	390.54	
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS				
CHRISTENSEN INC.	1015216	37267 031523	390.53	
01-4230-4200 PROFESSIONAL SERVICES FIRE				
KETCHUM COMPUTERS, INC.	19493	FIRE & RESCUE	2,178.00	
01-4230-4910 TRAINING EMS				
ID DEPT. OF HEALTH & WELFARE	00006166	PROVIDER ALS LICENSE RENEWAL	25.00	
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE				
A.C. HOUSTON LUMBER CO.	2303-549950	EXTENSION CORD	28.50	
RIVER RUN AUTO PARTS	6538-188709	PRIME GUARD - 20 WWF	3.47	
RIVER RUN AUTO PARTS	6538-188941	BACKHOE & T1 LUBRICANT	108.11	
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS				
A.C. HOUSTON LUMBER CO.	2303-549950	EXTENSION CORD	28.49	
RIVER RUN AUTO PARTS	6538-188708	PRIME GUARD - 20 WWF & PREM TRAC HYD FLUID	24.97	
RIVER RUN AUTO PARTS	6538-188708	PRIME GUARD - 20 WWF & PREM TRAC HYD FLUID	24.97	
RIVER RUN AUTO PARTS	6538-188709	PRIME GUARD - 20 WWF	3.48	
RIVER RUN AUTO PARTS	6538-188941	BACKHOE & T1 LUBRICANT	108.12	
Total FIRE & RESCUE:			3,891.72	
STREET				

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4310-3200 OPERATING SUPPLIES				
YELLOWSTONE LEATHER PROD	11456	xL GLOVES	246.00	
01-4310-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1015218	37269 031523	14,469.74	
CHRISTENSEN INC.	216357	DIESEL EXHAUST FLUID, HYDRAULIC OIL	289.15	
01-4310-4200 PROFESSIONAL SERVICES				
KETCHUM COMPUTERS, INC.	19493	STREETS	297.00	
WESTERN STATES CAT	IN002325142	WINTER 22-23 DOZER RENTAL	4,146.00	23019
WESTERN STATES CAT	IN002325142	WINTER 22-23 DOZER RENTAL	1,842.50	
TANNER PLUMBING AND MECH	23032	EMERGENCY CALL-SNOW MELT LINE	375.00	
THE COLONNADE ASSOCIATION	192607	50/50 GLYCOL	617.00	
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ				
CLEARWATER POWER EQUIPME	39350	PARTS FOR F550 SANDER	152.07	
NAPA AUTO PARTS	139222	PLOW TRUCK MIRROR	25.10	
COMMERCIAL TIRE	156056	NEW TIRES-DUMPTRUCK	1,644.66	
BRODY CHEMICAL	INV27069	Snow Plow Wax	2,317.88	
01-4310-6910 OTHER PURCHASED SERVICES				
ALSCO - AMERICAN LINEN DIVI	LBOI2067366	200 10TH ST	41.64	
IWORQ SYSTEMS	199951	WM-WORK MANAGEMENT	3,000.00	
IWORQ SYSTEMS	199951	FLT INTERNET FLEET MANAGEMENT	1,500.00	
IWORQ SYSTEMS	199951	FAC MANAGEMENT	1,500.00	
NORCO	37255144	Oxygen, ACETYLENE	204.81	
TREASURE VALLEY COFFEE INC	2160:08954693	CREAM , SUGAR, HOT CHOC, COFFEE	125.35	
01-4310-6950 MAINTENANCE & IMPROVEMENTS				
L.L. GREEN'S HARDWARE	D69005	EDELWEISS GATE KEYS	4.58	
LUTZ RENTALS	140702-1	BURNER, PROPANE	152.95	
SAGE SUPPLY INC	23-39275	ASPHALT COLD PATCH	2,649.80	
Total STREET:			35,601.23	
RECREATION				
01-4510-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2303-554277	ICE MELT	30.00	
CHATEAU DRUG CENTER	2682460	FOAM, RUG, CLEANERS, DISH SOAP, SPICE RACK	108.40	
01-4510-3250 RECREATION SUPPLIES				
ATKINSONS' MARKET	01512316	ONION, CHOCOLATE, PARMESAN, BUTTER	19.22	
ATKINSONS' MARKET	02649675	SUMMER CAMP SUPPLIES	22.72	
CHATEAU DRUG CENTER	2683128	BANDAGES, GEL PACK, COLORS ENAMEL	37.00	
01-4510-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1015217	37268 031523	119.87	
01-4510-4200 PROFESSIONAL SERVICE				
KETCHUM COMPUTERS, INC.	19493	PARKS	297.00	
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ				
CLEARWATER POWER EQUIPME	39830	REPLACEMENT LONG SPRING	38.09	
Total RECREATION:			672.30	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total GENERAL FUND:			95,756.48	
GENERAL CAPITAL IMPROVEMENT FD				
GENERAL CIP EXPENDITURES				
03-4193-7100 SUN VALLEY RD MILL & OVERLAY				
CITY OF SUN VALLEY	2023-2	SUN VALLEY RD RECONSTRUCTION (JACOBS)	184.30	22098
JACOBS ENGINEERING GROUP, I	D3576100-015	Sun Valley Road Rehabilitation Engineering Design Services	2,415.00	22023
03-4193-7607 SIDEWALK CURB AND GUTTER				
STRATA	TF23033-IN	GEOTECH EVALUATION OF EAST AVENUE	9,428.20	22129
Total GENERAL CIP EXPENDITURES:			12,027.50	
Total GENERAL CAPITAL IMPROVEMENT FD:			12,027.50	
ORIGINAL LOT FUND				
ORIGINAL LOT TAX				
22-4910-6070 SVED				
SUN VALLEY ECONOMIC DEVEL	1414	Specific Services	3,750.00	23009
SUN VALLEY ECONOMIC DEVEL	1431	Specific Services	3,750.00	23009
Total ORIGINAL LOT TAX:			7,500.00	
Total ORIGINAL LOT FUND:			7,500.00	
FIRE CONSTRUCTION FUND				
FIRE FUND EXP/TRNFRS				
42-4800-7800 CONSTRUCTION				
ACS ELECTRICAL SERVICE, INC	11013	DOOR SWITCHES FOR UNIT HEATER SHUTOFF	2,776.00	
Total FIRE FUND EXP/TRNFRS:			2,776.00	
Total FIRE CONSTRUCTION FUND:			2,776.00	
CITY/COUNTY HOUSING				
CITY/COUNTY HOUSING EXPENSE				
54-4410-4250 LIFT TOWER LODGE PROFF SVCS				
KETCHUM COMPUTERS, INC.	19493	HOUSING	1,320.00	
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT				
WILRO PLUMBERS LLC	20217	WATER HEATER REPLACEMENTS-LIFT TOWER LODGE	6,300.00	23075
Total CITY/COUNTY HOUSING EXPENSE:			7,620.00	
Total CITY/COUNTY HOUSING:			7,620.00	
WATER FUND				
WATER EXPENDITURES				
63-4340-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	86960	Utilities Billing	571.53	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
63-4340-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2303-554126	Batteries, Tape Measure, Turnbuckle ZN, Spring Snap Link	88.13	
ALSCO - AMERICAN LINEN DIVI	LBOI2069162	110 RIVER RANCH RD - ADMIN	24.26	
ALSCO - AMERICAN LINEN DIVI	LBOI2069164	110 RIVER RANCH RD - WATER	60.59	
TREASURE VALLEY COFFEE INC	2160 08925955	SQWINCHER STIX & COFFEE	109.56	
63-4340-3400 MINOR EQUIPMENT				
GRAINGER, INC., W.W.	9641345195	HEAVY DUTY TRANGULAR TOP CHEST	1,985.76	
RIVER RUN AUTO PARTS	6538-188901	20V CORDLESS GREASE	299.95	
63-4340-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1015220	37271 - Water Dept	426.28	
63-4340-4200 PROFESSIONAL SERVICES				
KETCHUM COMPUTERS, INC.	19493	WATER	437.25	
63-4340-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087250715 19	2087250715 195B - WATER	127.93	
SENTINEL FIRE & SECURITY, IN	86024	110 RIVER RANCH RD MONITORING	74.25	
VERIZON WIRELESS	9930046613	365516521 WATER DEPT	123.11	
63-4340-5200 UTILITIES				
IDAHO POWER	2206786259 03	2206786259 110 RIVER RANCH RD ADMIN	51.62	
63-4340-6000 REPAIR & MAINT-AUTO EQUIP				
RIVER RUN AUTO PARTS	6538-188953	SWC PERF GRIP BLK	21.95	
63-4340-6100 REPAIR & MAINT-MACH & EQUIP				
LUNCEFORD EXCAVATION, INC.	14455	Bigwood Condos Leak	1,307.50	
Total WATER EXPENDITURES:			5,709.67	
Total WATER FUND:			5,709.67	
WASTEWATER FUND				
WASTEWATER EXPENDITURES				
65-4350-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	86960	Utilities Billing	571.52	
65-4350-3200 OPERATING SUPPLIES				
ALSCO - AMERICAN LINEN DIVI	LBOI2069162	110 RIVER RANCH RD - ADMIN	24.26	
ALSCO - AMERICAN LINEN DIVI	LBOI2069163	110 RIVER RANCH RD - WASTEWATER	136.40	
ATKINSONS' MARKET	02651171	SALT, TISSUES	22.91	
TREASURE VALLEY COFFEE INC	2160 08755267	COFFEE	67.41	
TREASURE VALLEY COFFEE INC	2160 08925970	HOT COCOA	15.75	
UPS STORE #2444	MMN7FR5KW	WATER SAMPLES	14.01	
UPS STORE #2444	MMN7FR5MD	WATER SAMPLES	15.57	
65-4350-4200 PROFESSIONAL SERVICES				
KETCHUM COMPUTERS, INC.	19493	WASTEWATER	437.25	
65-4350-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087268953 40	2087268953 402B - Wastewater	63.94	
SENTINEL FIRE & SECURITY, IN	86024	110 RIVER RANCH RD MONITORING	24.75	
VERIZON WIRELESS	9929893026	965494438 WASTEWATER DEPT	66.01	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
65-4350-5200 UTILITIES				
IDAHO POWER	2202158701 03	2202158701 110 RIVER RANCH RD SWR	12,505.05	
IDAHO POWER	2202703357 03	2202703357 1001 CHIEF JOSEPH CT WY EQU CTR	106.99	
IDAHO POWER	2206786259 03	2206786259 110 RIVER RANCH RD ADMIN	51.62	
65-4350-6000 REPAIR & MAINT-AUTO EQUIP				
CLEARWATER POWER EQUIPME	39478	SKID SHOE REPACES MSC01570	33.09	
65-4350-6100 REPAIR & MAINT-MACH & EQUIP				
PLATT ELECTRIC SUPPLY	3U58042	HOF A8R84 NEMA3R SCR CVR BOX	44.27	
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA				
A.C. HOUSTON LUMBER CO.	2303-556057	Furring Strip, CDX EXP1	74.37	
VERIZON WIRELESS	9929893026	965494438 WASTEWATER COLLECTIONS DEPT	41.55	
Total WASTEWATER EXPENDITURES:			14,316.72	
Total WASTEWATER FUND:			14,316.72	
DEVELOPMENT TRUST FUND				
DEVELOPMENT TRUST EXPENDITURES				
94-4900-8023 PALMER-240 LLYOD CRT				
PALMER, CARSON	CR 032023	PERFORMANCE BOND REFUND	15,000.00	
94-4900-8040 MOUNTAINWOOD-100 EDELWEISS				
MOUNTAINWOOD CONSTRUCTI	032023	PERFORMANCE BOND REFUND	23,250.00	
94-4900-8064 KMV-131 E SUN VALLEY ROAD				
KMV BUILDERS	032023	PEFORMANCE BOND REFUND	9,405.00	
94-4900-8092 MAGLEBY - 780 N 4TH AVE #6214				
MAGLEBY CONSTRUCTION	032023	PERFORMANCE BOND REFUND	22,500.00	
Total DEVELOPMENT TRUST EXPENDITURES:			70,155.00	
Total DEVELOPMENT TRUST FUND:			70,155.00	
Grand Totals:			215,861.37	

Report Criteria:

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



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Reviewed current 8x8 licenses with our IT consultant (Ketchum Computers) and found that we were using X2 licenses in most instances where an X1 license would be adequate.
- Change will result in substantial monthly/annual savings.
- Annual contract renewal coincided with these license downgrades and review of 8x8 services.

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

- In reviewing the phone licenses to ensure they were properly matched to their intended user’s needs; it was recommended by Ketchum Computers to downgrade most licenses from X2 to X1 licenses.
- The monthly savings are approximately \$753 or \$9,036/year with all adjustments to 8x8 services considered.
- Other minor adjustments were made during review to 8x8 licenses/numbers to assure we had properly matched 8x8 services to City needs.
- Renewal agreement was reviewed and signed off by City Attorney.

Sustainability Impact:

Financial Impact:

Attachments:

1. Current Renewal Contract
2. Previous Renewal Contract
3. Recent Invoice



TERMS & CONDITIONS

This Order is subject to the 8x8 UCaaS/CCaaS Service Terms set forth at <http://www.8x8.com/order-terms/vo-vcc-service-terms>, except that if this Order is entered into pursuant to a Service Agreement, this Order is subject to the Service Agreement (such as 8x8 UCaaS/CCaaS Service Terms or Service Agreement, as applicable, the "Terms").

Amendment to Terms. The Terms, as they apply to the Order and/or Agreement are hereby amended as follows:

- a) Section 13 Indemnification.
 - i) "To the extent permitted by law," is added before "Customer shall (i)" at the beginning of the second sentence of section 13.
- b) Section 15.2 Mandatory Arbitration.
 - i) Section 15.2 is hereby deleted.
- c) Section 16.2 Governing Law; Jurisdiction.
 - i) The first sentence of section 16.2 is hereby deleted and replaced with: "The Agreement shall be governed by and construed in accordance with the laws of Idaho, without regard to its choice or conflicts of law rules."

Except as expressly set forth above, the Terms remain unchanged as applied to the Order and/or Agreement.

Additional Terms:

- a) Extension of Agreement.
 - i) The current Term of the Agreement shall be extended for 12 months.
- b) End Date of Current Term.
 - i) The current Term shall end on March 31, 2024.
- c) Service or Pricing Replacement.
 - i) All of Customer's Ordered SaaS Services are replaced in their entirety with the Ordered SaaS Services identified in this Order, as of March 31, 2023.

By signing below, the customer listed herein, through its authorized representative named below has entered into this Amended Order and agreed to the Terms, as of the date signed below.

Customer Name: City of Ketchum


Signature:  6D6B97AE76D941A...

Name: Trent Donat

Title: City Clerk & Business Manager

Date: March 23, 2023

8x8, Inc.

Signature:  19D9DD398B004B7...

Name: Michael Valentino

Title: Sr. Manager, Deal Desk

Date: March 23, 2023



Daniel Mark

Legal Counsel

March 23, 2023



Order Form

12 Month Renewal

PBX: cityofketchum				
Services Description	Country	Quantity	Unit Cost	Monthly Charges (Excluding Taxes and Fees)
X Series – X1	USA	70	\$11.55	\$808.50
X Series – X2	USA	4	\$25.00	\$100.00
X Series – X3	USA	1	\$34.65	\$34.65
Additional Local Number	USA	10	\$2.57	\$25.70
Additional Local Number (Base Number)	USA	2	\$0.00	\$0.00
Total Estimated Monthly Charges (Excluding Taxes and Fees):				\$968.85



SERVICE AGREEMENT (REPLACEMENT)

THIS SERVICE AGREEMENT is entered into by and between 8x8, Inc., a corporation formed under the laws of Delaware, having its principal place of business at 675 Creekside Way, Campbell, CA 95008 (“8x8”), and City of Ketchum, having its principal place of business at 480 East Ave. North Ketchum, ID 83340 USA (“Customer”). Capitalized terms used and not defined herein shall have the meanings assigned to them in the Terms.

8x8 and Customer hereby agree as follows:

1. **Initial Term.** The “**Initial Term**” shall be a period of 12 months commencing on February 28, 2022 (the “**Effective Date**”).
2. **Orders and SOWs.** Effective as of the Effective Date, by virtue of the parties’ entering into this Service Agreement, each order and/or quotation attached as Exhibit A shall constitute a valid and binding Order, and each statement of work attached as Exhibit B shall constitute a valid and binding SOW. Subject to the order of precedence set forth below, each Order attached as Exhibit A and each additional Order subsequently entered into (each an “**Additional Order**”) shall be subject to this Service Agreement (including its Schedules) and the 8x8 Virtual Office and Virtual Contact Center Service Terms set forth at <https://www.8x8.com/order-terms/vo-vcc-service-terms> (the “**Terms**”) and shall be coterminous with the Agreement (i.e., shall terminate, renew, and/or expire at the same time as the Agreement).
3. **Billing Schedule.** Service Fees and other monthly-recurring charges that are active as of the Effective Date shall continue to be billed without interruption and other Service Fees and monthly-recurring charges shall start to be billed as of the effective date of the applicable Order. One-time Services charges, including Project Services fees, shall be incurred on the effective date of the applicable Order. Equipment-related charges shall be incurred upon shipment of the Equipment.
4. **Prior Service Agreement.** Effective as of the Effective Date, this Service Agreement supersedes and replaces the prior Service Agreement (or, if the parties did not enter into a Service Agreement, the other prior service contract) entered into by 8x8 and Customer on or about 11/28/2018 (the “**Prior Service Agreement**”), *provided*, however, that any orders entered into under the Prior Service Agreement in the period from Customer’s execution of this Service Agreement through the Effective Date shall, effective as of the Effective Date, be considered and treated as Additional Orders.
5. **Order of Precedence.** In the event of any conflict between the documents that comprise the Agreement, the following order of precedence shall apply: (a) an Order (solely as to type, quantity, and pricing of the Services or equipment ordered thereunder); (b) an SOW (solely as to the performance of the Project Services ordered thereunder and the billing of amounts related thereto); (c) the Schedule(s) hereto; (d) the rest of this Service Agreement; (e) the Terms; and (f) an Order or SOW (as to all other terms).
6. **911 and Emergency Services Notice.** By signing below, Customer acknowledges and indicates that it has reviewed the notice related to 911 and emergency services at <https://www.8x8.com/terms-and-conditions/911-notice>.

IN WITNESS WHEREOF, the parties, through their authorized representatives named below, have entered into this Service Agreement as of the date of both Parties’ execution thereof.

8x8, Inc.	DocuSigned by: <i>Jacqui Whiting</i>
By: _____	<i>Jacqui Whiting</i>
Name: <u>Jacqui Whiting</u>	3FC3B24CB0874EB...
Title: <u>Vice President, Commercial Operations</u>	_____
Date: <u>February 7, 2022</u>	_____

City of Ketchum	DocuSigned by: <i>Shellie Rubel</i>
By: _____	<i>Shellie Rubel</i>
Name: <u>Shellie Rubel</u>	CBE97A899706442...
Title: <u>Treasurer</u>	_____
Date: <u>February 7, 2022</u>	_____

SCHEDULE I

SPECIAL TERMS

This Schedule I (Special Terms) sets forth additional and/or amended terms and conditions applicable to the Agreement, which shall be deemed to supplement and, to the extent of any inconsistency with the other terms of the Agreement, to amend, modify, replace, and/or supersede (as applicable) such other terms.

A. ADDITIONAL TERMS

1. [None]
2. [None]

B. AMENDMENTS TO TERMS

The Terms, as they apply to the Agreement, are hereby amended as follows:

Section of Terms	Description of Amendment
[None]	[None]

EXHIBIT A
ORDER(S)

City of Ketchum			
Services Description	Quantity	Unit Cost	Monthly Service Fee (Excluding Taxes and Fees)
X1	8	\$11.00	\$88.00
X2	64	\$24.25	\$1,552.00
X3	1	\$33.00	\$33.00
Additional Local Number (Tier 1)	11	\$2.45	\$26.95
Base Number	1	\$0.00	\$0.00
Total Estimated Monthly Charge (Excluding Taxes and Fees):			\$1,699.95

DS
SR

EXHIBIT B
SOW(s)

None.

8x8 Monthly Statement



Statement Date: 02-01-2023
Account ID: RW00411994
Account Status: **ACTIVE**
Bill Type: Consolidated

City of Ketchum
c/o Admin It

Billing Address
 PO BOX 2315
 KETCHUM
 ID USA 83340

Bill at a Glance

Summary		Payment Information
Due Date	02-01-2023	Date Billed: 2023-02-03
Previous Balance ¹	\$ 2,044.17	Payment Type: Automatic Bill Pay
Recurring Charges	\$ 2,044.17	<u>Current Credit Card on File:</u>
Adjustments	\$ 0.00	Card Type: Visa
Payments since last bill	\$ 4,088.34	Card Number: *****5030
Total Due	\$ 0.00	Expiration Date: 11/2025
Payment Status	PAID	Name on Card: CITY KETCHUM

Message from 8x8

Still have questions? Please click [HERE](#) for a billing walkthrough!.

Statement Summary

Existing Services

Description	Quantity	Unit Price	Service Charges	Usage Charges	Total
Services					
Additional Local Number	2	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Additional Local Number	11	\$ 2.45	\$ 26.95	\$ 0.00	\$ 26.95
Base Number	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
X Series - X1	10	\$ 11.00	\$ 110.00	\$ 0.00	\$ 110.00
X Series - X2	64	\$ 24.25	\$ 1,552.00	\$ 0.00	\$ 1,552.00
X Series - X3	1	\$ 33.00	\$ 33.00	\$ 0.00	\$ 33.00
Taxes					\$ 322.22
Sub-Total			\$ 1,721.95	\$ 0.00	\$ 2,044.17
Total					\$ 2,044.17

Taxes & Fees	
Existing Services	
Description	Amount
E911 Service Fee	\$ 75.00
Regulatory Recovery Fee ⁵	\$ 76.00
CA High Cost Fund(a) Surcharge	\$ 0.03
CA Local Utility Users Tax	\$ 0.82
CA State And Local 911	\$ 0.30
CA Telecom Relay Systems Surcharge	\$ 0.06
CA Teleconnect Fund	\$ 0.03
CA Telephone Line Tax	\$ 1.57
CA Universal Lifeline Surcharge	\$ 0.23
Ca 988 Surcharge	\$ 0.13
ID State And Local 911	\$ 92.50
State 911 Fee	\$ 0.00
Universal Service Surcharge	\$ 75.55
Total	\$ 322.22

Call Usage Summary		
In-Network Minutes Used	In-Plan Minutes Used	International Minutes Used
233	10,734	0

Statement Details - Services								
Service ID/Start Date	Service Plans	Telephone #/Ext.	² Recurring Service Charge			³ Usage Charge	⁴ Taxes & Fees	Total
			List Price	⁷ Promo Discount	Adjusted Price			
Existing Services (89)								
LfM5zKltS5GG8wNMvlv1XA 11-28-2018	Additional Local Number Days Billed: 30		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
vGHwxpTDSlaFF41tjFFZCw 11-28-2018	Additional Local Number Days Billed: 30	1-208-726-7825	\$ 2.45	\$ 0.00	\$ 2.45	\$ 0.00	\$ 0.00	\$ 2.45
wV6DCWpTRj2BFic4SBXhrg 11-28-2018	Additional Local Number Days Billed: 30	1-208-726-7831	\$ 2.45	\$ 0.00	\$ 2.45	\$ 0.00	\$ 0.00	\$ 2.45
MhEnIz8ZRBeOkUWZepJzqw 11-28-2018	Additional Local Number Days Billed: 30	1-208-906-0255 Ext. 4111	\$ 2.45	\$ 0.00	\$ 2.45	\$ 0.00	\$ 0.00	\$ 2.45
vFj0hYGbTeKOPh5ZOrAWIA 11-28-2018	Additional Local Number Days Billed: 30	1-208-806-7065 Ext. 5065	\$ 2.45	\$ 0.00	\$ 2.45	\$ 0.00	\$ 0.00	\$ 2.45
0GdmcRVXT824VoxYr7UINA 11-28-2018	Additional Local Number Days Billed: 30	1-208-726-7801 Ext. 5072	\$ 2.45	\$ 0.00	\$ 2.45	\$ 0.00	\$ 0.00	\$ 2.45
n9PynqgwTbu5IWT0jdFNAA 11-28-2018	Additional Local Number Days Billed: 30	1-208-727-5087 Ext. 5087	\$ 2.45	\$ 0.00	\$ 2.45	\$ 0.00	\$ 0.00	\$ 2.45
3zCuitCORI2VilLeFY_aqig 11-28-2018	Additional Local Number Days Billed: 30	1-208-906-0144 Ext. 7103	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

MnXXkRYmQv6ViVijM98GAA 11-28-2018	Additional Local Number Days Billed: 30	1-208-906-3747 Ext. 7110	\$ 2.45	\$ 0.00	\$ 2.45	\$ 0.00	\$ 0.00	\$ 2.45
HiKwTfnQTQ2TBirr3RqilQ 03-05-2019	Additional Local Number Days Billed: 30	1-208-391-4015 Ext. 1000	\$ 2.45	\$ 0.00	\$ 2.45	\$ 0.00	\$ 0.00	\$ 2.45
5xqzi IXQ9GgAsKEOYGgSw 03-05-2019	Additional Local Number Days Billed: 30	1-208-726-7836 Ext. 7101	\$ 2.45	\$ 0.00	\$ 2.45	\$ 0.00	\$ 0.00	\$ 2.45
6wwFKEp3TJKenBLRLTLBpA 03-05-2019	Additional Local Number Days Billed: 30	1-208-726-7835 Ext. 7101	\$ 2.45	\$ 0.00	\$ 2.45	\$ 0.00	\$ 0.00	\$ 2.45
4gO7vPYFRwmdwUsNa7msg 03-05-2019	Additional Local Number Days Billed: 30	1-208-297-5821 Ext. 7105	\$ 2.45	\$ 0.00	\$ 2.45	\$ 0.00	\$ 0.00	\$ 2.45
P8B000010082788 11-28-2018	Base Number Days Billed: 30		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PNGBdnbXRoc0h87OORLQO 11-28-2018	X Series - X1 Days Billed: 30	1-208-727-5062 Ext. 1020	\$ 11.00	\$ 0.00	\$ 11.00	\$ 0.00	\$ 3.85	\$ 14.85
748wXIQ0SnSlkmdm34eYwA 11-28-2018	X Series - X1 Days Billed: 30	1-208-806-7000 Ext. 1021	\$ 11.00	\$ 0.00	\$ 11.00	\$ 0.00	\$ 3.85	\$ 14.85
RRduQgknTxupZVEdj_kisQ 11-28-2018	X Series - X1 Days Billed: 30	1-208-727-5065 Ext. 5901	\$ 11.00	\$ 0.00	\$ 11.00	\$ 0.00	\$ 3.85	\$ 14.85
WBBmhNmwsGg8xa1ogSeUgA 11-28-2018	X Series - X1 Days Billed: 30	1-208-806-7002 Ext. 5902	\$ 11.00	\$ 0.00	\$ 11.00	\$ 0.00	\$ 3.85	\$ 14.85
SnQINOYTKmpMQfgGY6H1Q 11-28-2018	X Series - X1 Days Billed: 30	1-208-806-7003 Ext. 5903	\$ 11.00	\$ 0.00	\$ 11.00	\$ 0.00	\$ 3.85	\$ 14.85
wYvIApA6SqW1BskLLpMhVg 11-28-2018	X Series - X1 Days Billed: 30	1-208-806-7004 Ext. 5904	\$ 11.00	\$ 0.00	\$ 11.00	\$ 0.00	\$ 3.85	\$ 14.85
akBpnqwsQsuNrqBIPWzejg 11-28-2018	X Series - X1 Days Billed: 30	1-208-806-7005 Ext. 5905	\$ 11.00	\$ 0.00	\$ 11.00	\$ 0.00	\$ 3.85	\$ 14.85
OYDprUr_Q42QO9j2YlqTw 11-28-2018	X Series - X1 Days Billed: 30	1-208-726-5501 Ext. 5906	\$ 11.00	\$ 0.00	\$ 11.00	\$ 0.00	\$ 3.85	\$ 14.85
xz1YmwiQOBCiMY3CCVS4hQ 11-28-2018	X Series - X1 Days Billed: 30	1-208-727-5068 Ext. 5907	\$ 11.00	\$ 0.00	\$ 11.00	\$ 0.00	\$ 3.85	\$ 14.85
ueKw_66FQORqahfir39Mlw 11-28-2018	X Series - X1 Days Billed: 30	1-208-806-7011 Ext. 5911	\$ 11.00	\$ 0.00	\$ 11.00	\$ 0.00	\$ 3.85	\$ 14.85
INjsTVcPRtSZ6TWWWzhtOA 11-28-2018	X Series - X2 Days Billed: 30		\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
zxUD439DQCarlPEuN_mdW 11-28-2018	X Series - X2 Days Billed: 30		\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
OKTugXvTMM2vt8e9SrZE0A 11-28-2018	X Series - X2 Days Billed: 30	1-208-391-4015 Ext. 1000	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
mpHp4D4nS6iFultigYsMw 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7006 Ext. 1017	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
oYBMgAy7QO2KZTnLttzlcw 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7038 Ext. 1019	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
nbc0GLZNOISmw8EHaQGpIq 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7007 Ext. 4003	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
X2DJEvwmTi2i4K6tdHErnw 11-28-2018	X Series - X2 Days Billed: 30	1-208-726-7826 Ext. 4100	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
xBaMr6GISBaRuycaOZ261q 11-28-2018	X Series - X2 Days Billed: 30	1-208-515-2944 Ext. 4101	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
XBaHu0AuRGGoFiwSuc3pDw 11-28-2018	X Series - X2 Days Billed: 30	1-208-515-2949 Ext. 4102	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
XNzTM0eISXKrdSnif55f1Q 11-28-2018	X Series - X2 Days Billed: 30	1-208-515-2953 Ext. 4103	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
XsGxKn6wTckYw_sm949U3Q 11-28-2018	X Series - X2 Days Billed: 30	1-208-515-2964 Ext. 4105	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
XZvH_cgRnWKBuoysRq9Yq 11-28-2018	X Series - X2 Days Billed: 30	1-208-639-1250 Ext. 4106	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
yOIBanz2Sk2T66HNSN52qW 11-28-2018	X Series - X2 Days Billed: 30	1-208-901-7693 Ext. 4108	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
LnQPzIRuQE4vdQZc2XnxA 11-28-2018	X Series - X2 Days Billed: 30	1-208-944-9411 Ext. 4110	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
PGicrHdESqGfDD_TOX3W8A 11-28-2018	X Series - X2 Days Billed: 30	1-208-906-0255 Ext. 4111	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
ISdlKi2tREaBT50EfaDEg 11-28-2018	X Series - X2 Days Billed: 30	1-208-900-2325 Ext. 4112	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
LQGrDh0SSi2hEV9Br6pEQO 11-28-2018	X Series - X2 Days Billed: 30	1-208-917-1212 Ext. 4115	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
yUdr0kusQJ22I4OQPLD3A 11-28-2018	X Series - X2 Days Billed: 30	1-208-906-0068 Ext. 4118	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
625RixC2Qiv13pxY3zE_1A 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7010 Ext. 5008	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
DLzswUCvQtebln_i_m9I5A 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7021 Ext. 5021	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
CuLQIBeURaynHuWd2YTh_w 11-28-2018	X Series - X2 Days Billed: 30	1-208-391-4111 Ext. 5045	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
30dNpeTzTISIYF2aiivQaA 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5060 Ext. 5060	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
dbLkQb1lQkmSlikShBNo5A 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5061 Ext. 5061	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
P7hwYMOIS4ShD0HPHLheNw 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5063 Ext. 5063	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
4gQltxsPOo6UgJIWolUEdQ 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5064 Ext. 5064	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
cj2vzW_QSj2D_iNP3TykuA 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7065 Ext. 5065	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
f_4xcvycT1mt9yqDUNi3aw 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7066 Ext. 5066	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
D4e_STsRiq6kR81cNI7ZA 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5070 Ext. 5070	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57

b01JocBcS4yfeXhDrSy3dw 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5071 Ext. 5071	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
cp281Od0Rhu3LoOlo4Bd9w 11-28-2018	X Series - X2 Days Billed: 30	1-208-726-7801 Ext. 5072	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
EY67tk1bSq2FGZFo1WoeNw 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5074 Ext. 5074	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
Ef7MmoUvRNC7EVXrZFY7A 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5075 Ext. 5075	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
Est4L0sWQN6smdcEzvboGA 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7023 Ext. 5076	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
7R2V3GWgRRSVatsTLTUepg 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5077 Ext. 5077	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
tB2dLigoQ6aHNmxUogsOhq 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5079 Ext. 5079	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
rzloWW3eTCWQwRUnGrlXq 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5080 Ext. 5080	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
AVf1jhNzRO2qD331n38X7A 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5081 Ext. 5081	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
rqTc6EQnT1eq0QLyujETAA 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5082 Ext. 5082	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 6.24	\$ 30.49
r3bUUAz1RtSgT0Umlu9oyw 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5084 Ext. 5084	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
RdM9kH0GGYARXh7cHIUDQO 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5085 Ext. 5085	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
8_19t33iQCG3S79dhsxisA 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5086 Ext. 5086	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
9OBzAJ0zT8md8nHVZ9m8GA 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5087 Ext. 5087	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
jXzoci6bSKiQRfilAq04A 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5088 Ext. 5088	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
5wijaLu6SwaOdW0ivr88fQ 11-28-2018	X Series - X2 Days Billed: 30	1-208-727-5089 Ext. 5089	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
1WzgmNh7RviLUPL6awZa2w 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-2587 Ext. 5091	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
GRGTt1VQKebRAHileQUPA 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7031 Ext. 5511	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
j6VNSDEPQm2zfiEm4OaxQe 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7033 Ext. 5513	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
Uf5la786QT6cOoocV28JoA 11-28-2018	X Series - X2 Days Billed: 30	1-208-917-2433 Ext. 6100	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
ua3n1NA5QvaxVadAu5xmMw 11-28-2018	X Series - X2 Days Billed: 30	1-208-906-0093 Ext. 6101	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
udCa_z1IQ86StvTPwY1RA 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7034 Ext. 6102	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
viD0rfw8Qpm1B80hVoYz8q 11-28-2018	X Series - X2 Days Billed: 30	1-208-726-7814 Ext. 6105	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
Vqk1orqwQYG6BuRbPH_XoA 11-28-2018	X Series - X2 Days Billed: 30	1-208-515-2907 Ext. 6106	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
VRW7NezzQ2Cis7Gga86QXA 11-28-2018	X Series - X2 Days Billed: 30	1-208-515-2923 Ext. 6107	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
WhrIPB9aQkSTFCwxiulbNA 11-28-2018	X Series - X2 Days Billed: 30	1-208-515-2937 Ext. 6108	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
RjVOKzH4RAeLVBLQRw7diA 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7008 Ext. 7008	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
plyOP1aGStiiCTbv8Lr2wQ 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7009 Ext. 7009	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
4rx_Nar4RWWoNFsYobNjSw 11-28-2018	X Series - X2 Days Billed: 30	1-208-806-7022 Ext. 7022	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
Z9qmdVmTKO1YGF_avRMhw 11-28-2018	X Series - X2 Days Billed: 30	1-208-726-7840 Ext. 7101	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
ZDIQu6FFQDuan3SMnoHHog 11-28-2018	X Series - X2 Days Billed: 30	1-208-297-6075 Ext. 7102	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
ZCDGIWN15LySHA0ZZmYcmw 11-28-2018	X Series - X2 Days Billed: 30	1-208-906-0144 Ext. 7103	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
j3uwvaaYTEa0uk3u4R4ECg 11-28-2018	X Series - X2 Days Billed: 30	1-208-515-2942 Ext. 7104	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
dli46PupQFeYAFk6ql65nw 11-28-2018	X Series - X2 Days Billed: 30	1-208-297-5821 Ext. 7105	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
tO8vuKUsTkK2c6SVi9TXvQ 11-28-2018	X Series - X2 Days Billed: 30	1-208-779-4145 Ext. 7109	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
Zzi2bdNOTViF82EZrvr6SQ 11-28-2018	X Series - X2 Days Billed: 30	1-208-906-3747 Ext. 7110	\$ 24.25	\$ 0.00	\$ 24.25	\$ 0.00	\$ 4.32	\$ 28.57
8xwwejdLTIGvMsoMtnahrQ 12-11-2018	X Series - X3 Days Billed: 30	1-208-727-5069 Ext. 5069	\$ 33.00	\$ 0.00	\$ 33.00	\$ 0.00	\$ 5.32	\$ 38.32
Total			\$ 1,721.95	\$ 0.00	\$ 1,721.95	\$ 0.00	\$ 322.22	\$ 2,044.17

Calls By Country

Country	Usage (minutes)	Usage Charge
USA	4825	\$ 0.00
Total		\$ 0.00

Virtual Contact Center (VCC) SMS Usage Summary

Country	Direction	SMS Count	SMS Charge
---------	-----------	-----------	------------

Adjustments

Adjustment ID	Account Reference	Description	Requested Date	Process Date	Amount
No adjustments applied.					

X Series Usage Summary

Service ID	Incoming Mins Used	Outgoing Mins Used	Overage(In Minutes)	Rate(Charge Per Min)	Total
No X Series Usage.					

Additional Information:

¹ **Previous Balance** does not include invoice amounts for new service and equipment purchased in previous month. If you have ordered new service and equipment that is not paid at this time, please pay the original invoice you received at the time of sale.

² **Recurring Service Charges** apply to the period 02-01-2023 To 02-28-2023

³ **Usage Charges** apply to the period 01-01-2023 To 01-31-2023

⁴ **Taxes & Fees** - Taxes & Fees are based on Service Address. Includes government fees and taxes that we collect and are required by federal, state or local law to remit to the appropriate governmental entity (including, but not limited to, sales, use, excise, public utility, and E911). This section may also include certain fees and costs incurred by as a result of providing service, such as universal service fees (USF). We elect to collect them in order to recover or help defray the costs we incur. These fees, and what is included in the fees, may vary by locale and may change from time to time without notice.

⁵ **Regulatory Recovery Fee** - We collect and retain this fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs, including, but not limited to, E911, local number portability and number pooling. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location.

⁶ **Total Charges** - Includes activity and charges for the time indicated. Does not include payments for prior balances.

⁷ **Promo Discount** - Limited time promotional offer.

Bill view is displayed @ 02-28-2023 01:30:29 PM (US Pacific Time)



PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve Purchase Order #23072 in the amount of \$644.90 per ton for chip seal oil including freight and distribution services."

Summary of Procurement Process:

Bidder	Bid Price
<ul style="list-style-type: none"> IDAHO ASPHALT - Pursuant to Section 67-2803(1) of the Idaho Statutes which allows cities to "piggyback" on bids provided to other political subdivisions of the state. The proposed purchase order is the same as a bid awarded to Idaho Asphalt by Power County, Idaho on February 01, 2023. Idaho Asphalt will honor the 2023 bid, to help us save on the per ton price. 	\$80,612.50 (125 tons x \$644.90)

Low Bid Contractor	Bid Price	Budget Account/Number
Idaho Asphalt	\$80,612.50	01-4310-6950

Background (if necessary):

- The procurement of chip seal oil supports the City's upcoming summer streets maintenance program (chip sealing). The oil contract consists of providing oil, freight and distribution of chip seal oil on the road surface. The selected vendor will work with City staff throughout the program.
- City staff hauls, rolls and sweeps the chips while also providing traffic control, clean up and project coordination.
- Chip Seal dates for this year are anticipated to be September 16th through September 19th. The City anticipates chip sealing the following streets: see Attachment 1
- The City expects to use approximately 125 tons of oil this year, resulting in an anticipated total expenditure of approximately \$80,612.50. This program, including chip seal oil, is part of the Street Department's maintenance and improvements line item and is included in the budget 01-4310-6950.

Sustainability Impact:

Chip sealing is a very important part of our street maintenance program and one of the most cost effective ways to help maintain the integrity of our streets and help minimize potholes. Without chip sealing, the streets would quickly deteriorate to the point of reconstruction.

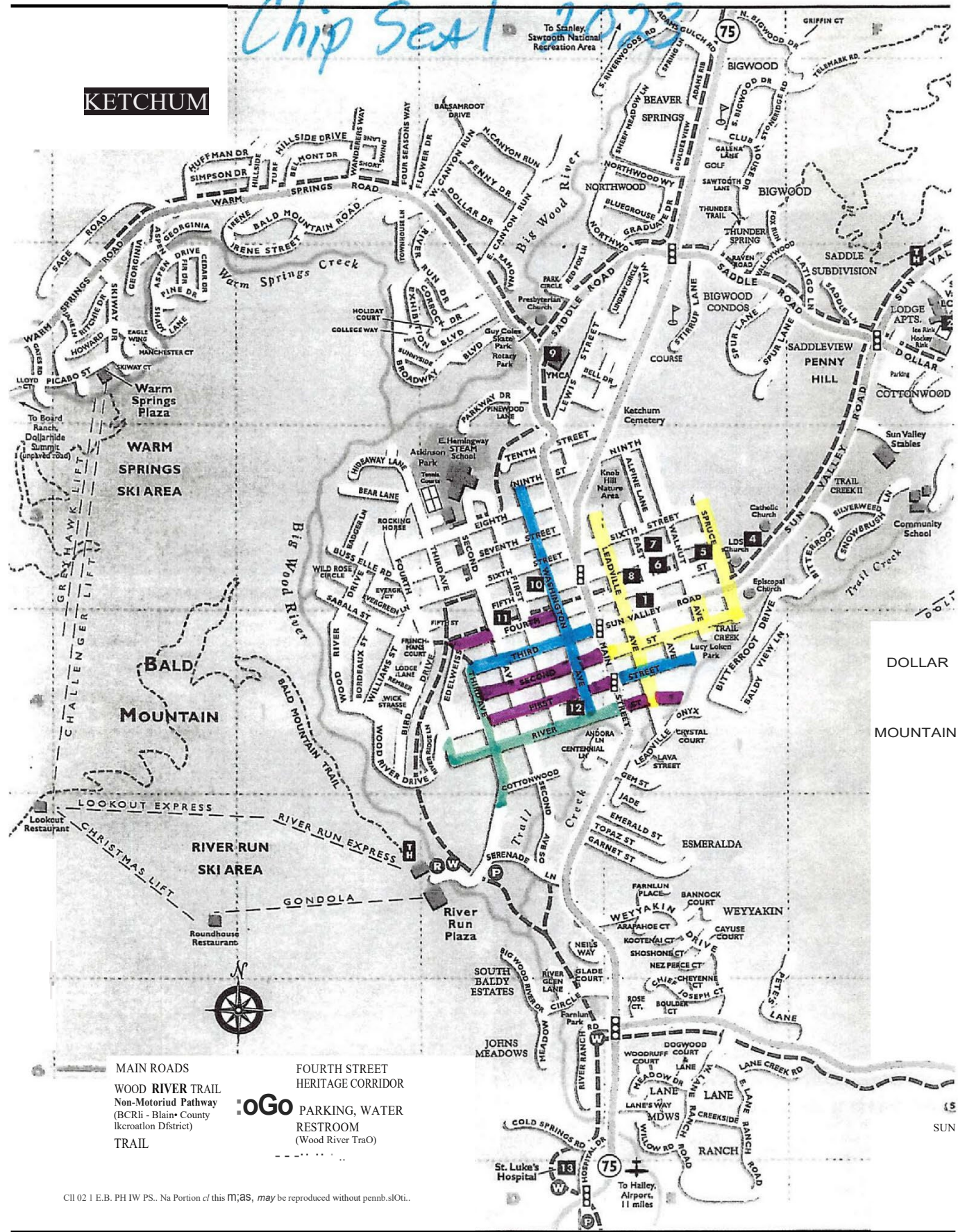
Attachments:

- Chip Seal Schedule 2023
- Map of 2023 Chip Seal work
- Idaho Asphalt Purchase Order #23072
- Idaho Asphalt Agreement (3 pages)

Proposed Chip Seal Schedule 2023			
Leadville - N end to River	14	Saturday	Sept 16 th
Spruce	6.6	Saturday	Sept 16 th
Second - Spruce to Main	10	Saturday	Sept 16 th
Walnut - SVRD to Second	5	Saturday	Sept 16 th
	35.6		
SVRD - Main to Third Ave.	7	Sunday	Sept 17 th
Washington - 9 th to River	18	Sunday	Sept 17 th
First St - Main to East end	5.5	Sunday	Sept 17 th
	30.5		
Fourth St - Wash to Edelweiss	8	Monday	Sept 18 th
Second St - Main to Third Ave.	9	Monday	Sept 18 th
First St - Main to Third Ave.	10	Monday	Sept 18 th
River - East end to Main	5	Monday	Sept 18 th
	32		
River - Main to Wood River Dr.	15	Tuesday	Sept 19 th
Third Ave - SVRD to South end	12	Tuesday	Sept 19 th
	27		
Proposed Total	125 tons		

Chip Seal 2023

KETCHUM



CL1 02 1 E.B. PH IW PS. Na Portion of this map, may be reproduced without pennb.slOrt.



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: 23072

To: 2431 IDAHO ASPHALT SUPPLY, INC. P.O. BOX 50538 IDAHO FALLS ID 83405	Ship to: CITY OF KETCHUM POBOX2315 KETCHUM ID 83340
--	---

P.O. Date	Created By	Requested By	Department	Req Number	Terms
03/14/2023	bancona	bancona	Streets	0	

Quantity	Description	Unit Price	Total
1.00	CHIP SEAL OIL AND DISTRIBUTOR SERVICE 2023 01-4310-6950 4310035	80,612.50	80,612.50
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		80,612.50

Authorized Signature



Power County Highway District

Tel 208.226.2661
Fax 208.226.5246

3090 Lamb Weston Rd.
PO Box 513
American Falls, ID
83211

pocohwy@co.power.id.us

February 01, 2023

Idaho Asphalt Supply
Adam Ackerman
P.O. Box 50538
Idaho Falls, ID 83405

Dear Adam,

Thank you so much for submitting your Road Oil bid to the Power County Highway District. We are pleased to announce that you are the successful bidder this year. As always we really appreciate your response and look forward to working with you this year.

Sincerely,

Angela Munk
District Clerk

cc. aackerman@idahoasphalt.com

Robert N. Wetzel
Chairman

Gilbert Hofmeister
Commissioner

Wade Povey
Commissioner

SUBMITTED BY IDAHO ASPHALT SUPPLY, INC.

BID FORM

OWNER'S RIGHTS RESERVED

The Power County Highway District Commissioners reserve the right to reject any or all bids or to award to the bidder as determined to be in the best interest of Power County Highway District.

SPECIFICATION

All asphalt materials must meet the specifications outlined in the most recent Idaho Transportation Department's "Standard Specifications for Highway Construction" and must meet the most current ASTM standards for the specific material being delivered. The County may, at its discretion, randomly sample any or all loads to determine specifications compliance.

PENALTY

A penalty of twenty five percent (25%) of the total purchase price will be deducted from each LOAD not meeting specifications.

BIDDING RESPONSIBILITIES

The Bidder has carefully examined the specification and contract documents and also understands that all materials and services called for shall be for the bid price.

The Bidder will bill the different entities directly for any of the liquid asphalt and transportation ordered independently.

PIGGYBACK

The Bidder recognizes and agrees that this bid is available to other government agencies in accordance with Idaho Code. Counties, Cities, Highway Districts may piggyback on this bid for the period of 45 days from the date of the bid opening to the changing nature of the oil prices.

BID

The Bid is broken into sections. The product price is listed as Free on Board (FOB). The prices quoted are the product at BLACKFOOT, ID (you choose). If you bid on the freight, it is understood that the freight will be delivered anywhere in Power County. It is further understood that the freight price will be adjusted for each agency piggybacking off this bid. The spreading cost is a separate line item that may be used if needed. If there are additional or hidden costs, they must be disclosed at this time. The County has an option of accepting or awarding individual products, or segregating the bid by purchasing the oils, transportation, or spreading of the oil separately based upon the line item total from a Bidder for each agency.

TRANSPORTATION BID

Delivery fee per ton delivered to Power County \$ 28.90 /ton.

Bidder must attach an explanation discussing fuel surcharge rates and how they will be applied or transportation of the material.

SPREADING BID

Spreading fee per ton of oil \$ 56.00 /ton.

ASPHALT BID ITEMS

Product Only: FOB Location Blackfoot, ID (you choose)

Prices do not include freight and is the price per ton on doc.

Asphalt Type	\$/Ton on Dock
MC-500	825.00
MC-800	795.00
CRS-2	545.00
Quickseal 50	390.00

Asphalt Type	\$/Ton on Dock
CSS-1 DIL 50/50	415.00
Quickseal 60	425.00

ALTERNATIVE ASPHALT BID ITEM

If the bidder has a product that is not on the Asphalt Bid Item listed above and would prefer to bid a product for piggyback purposes, the Bidder may place this below.

Product Only: FOB Location Blackfoot ID (you choose)

Prices do not include freight and is the price per ton on doc.

Asphalt Type	\$/Ton on Dock
MC-250	845.00
SC-800	795.00
MC-3000	790.00
CMS-2	550.00
CMS-2P	575.00
CQS-1HP	610.00
CRS-2R	560.00

Asphalt Type	\$/Ton on Dock
CRS-2P	560.00
CRS-3P	595.00
CSS-1	545.00
CSS-1H	545.00
CSS-1H-DIL	415.00
DP-1	565.00
HFE 150	590.00

Asphalt Type	\$/Ton on Dock
HFE 300	615.00


SIGNATURE

By signing this bid, the Bidder acknowledges that they have carefully checked all of the above figures, have read and understand all the accompanying bid documents and specifications and understands that Power County and/or any other officer thereof will not be responsible for any errors or omissions on the part of the undersigned submitting the bid.

Firm's Name Idaho Asphalt Supply, Inc.

Address P.O. Box 50538 Idaho Falls, ID 83405

Authorized Representative Signature



Title

Regional Sales Manager

Print Name

Adam Ackerman

Date

February 1, 2023



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: April 3, 2023 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to approve Resolution 23-007 to reappoint Tim Carter to the Planning and Zoning Commission.

Recommended Motion:

I move to approve Resolution 23-007 to reappoint Tim Carter to the Ketchum Planning and Zoning Commission for a term expiring on April 6, 2026.

Reasons for Recommendation:

- Tim Carter has dutifully served on the Ketchum Planning and Zoning Commission since 2018.
- Planning and Zoning Commissioners can serve a total of three terms. Tim Carter has served one partial term and one full term to date.
- Tim Carter has agreed to serve a third and final term.

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

Sustainability Impact:

None OR state impact here: Reappointment does not have an impact on the city’s ability to achieve the goals of the 2020 Sustainability Action Plan.

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. Resolution 23-007

RESOLUTION NUMBER 23-007
A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
REAPPOINTING TIM CARTER TO THE KETCHUM PLANNING AND ZONING COMMISSION
FOR A TERM EXPIRING ON APRIL 6, 2023

WHEREAS, Tim Carter has expressed interest in being reappointed to the Planning and Zoning Commission; and

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

WHEREAS, Mayor Bradshaw recommends Tim Carter be confirmed by the City Council to serve on the Planning and Zoning Commission; and

WHEREAS, such term shall expire on April 6, 2026.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Tim Carter is reappointed to the Ketchum Planning and Zoning Commission for a third appointment.

This Resolution will be in full force and effect upon its adoption this third (3rd) day of April 2023.

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk



City of Ketchum

PROCUREMENT MEMO

Meeting Date: April 3, 2023 Staff Member/Dept: Jamie Shaw/Police

Agenda Item: Enter into purchase agreement with Motorola/Watchguard for Watchguard Upgrade

Recommended Motion:

I move to approve the purchase of the police Watchguard body and dash camera system upgrade from Motorola/Watchguard for an amount not to exceed \$28,278

Summary of Procurement Process:

Table with 2 columns: Bidder, Bid Price. Row 1: Motorola/Watchguard, \$28,278.

Table with 3 columns: Low Bid Contractor, Bid Price, Budget Account/Number. Row 1: Motorola/Watchguard, \$28,278, CIP.

Background (if necessary):

- This was an approved CIP for FY23
This is to upgrade the server and video/audio storage for the police body worn and dash cameras
There is a \$5593.00 difference in cost from original bid in 2022. This can be covered by the CIP contingency.

Sustainability Impact:

None OR state impact here: None

Attachments:

- Most recent quote
2.
3.



BLAINE COUNTY SHERIFF

EL5 Upgrade_KETCHUM PD

02/08/2023

02/08/2023

BLAINE COUNTY SHERIFF
1650 AVIATION DR
HAILEY, ID 83333

RE: Motorola Quote for EL5 Upgrade_KETCHUM PD
Dear Ben Parker,

Motorola Solutions is pleased to present BLAINE COUNTY SHERIFF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BLAINE COUNTY SHERIFF with the best products and services available in the communications industry. Please direct any questions to James Wylie at james.wylie@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

James Wylie
CES

Billing Address:
 BLAINE COUNTY SHERIFF
 1650 AVIATION DR
 HAILEY, ID 83333
 US

Shipping Address:
 BLAINE COUNTY SHERIFF C/O
 DAY WIRELESS SYSTEMS
 450 E DAY STE A
 POCATELLO, ID 83201
 US

Quote Date:02/08/2023
 Expiration Date:05/09/2023
 Quote Created By:
 James Wylie
 CES
 james.wylie@
 motorolasolutions.com
 972-837-0008

End Customer:
 BLAINE COUNTY SHERIFF
 Ben Parker
 bparker@co.blaine.id.us
 208-788-5520 Opt 3

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
		VideoManager EL: Video Evidence Management				
1	WGW00122-410	REMOTE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		\$1,500.00	\$1,500.00
2	WGW00166-100	EL4 TO VIDEOMANAGER EL CLOUD MIGRATION SERVICE, PER TB OF DATA	8		\$600.00	\$4,800.00
3	WGP02400-520	VIDEOMANAGER EL, VISTA/ V300 ANNUAL DEVICE LICENSE & SUPPORT FEE	14	1 YEAR	\$195.00	\$2,730.00
4	WGP02400-510	VIDEOMANAGER EL, 4RE/ M500 ANNUAL DEVICE LICENSE & SUPPORT FEE	14	1 YEAR	\$195.00	\$2,730.00
5	WGA00421-117	SVR 16 HDD RAID 6 3U 11-25 5CAL GEN 4	1		\$8,295.00	\$8,295.00



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
6	WGA00422-1650	HD VIDEOMANAGER EL ON-PREM 16TB 6GB/S 7200 RPM 256MB ENT 4KN	6		\$995.00	\$5,970.00
7	WGS00160-2016	SOFTWARE, SQL SERVER 2016, STD, W /5 CAL	1		Included	Included
8	WGW00140	EXTENDED WARRANTY, RACK SERVER (WGA00421-116,-216,-117,-217)) FULL SERVICE ON SITE, 5-YEAR	1	5 YEAR	\$1,175.00	\$1,175.00
9	WGP02400-500	LICENSE,VIDEOMANAGER EL ON-PREM SITE LICENSE KEY	1		\$1,000.00	\$1,000.00

Subtotal	\$28,200.00
Estimated Freight	\$78.00
Grand Total	\$28,278.00(USD)

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$27,260.00	\$0.00
Year 2 Subscription Fee	\$235.00	\$0.00
Year 3 Subscription Fee	\$235.00	\$0.00
Year 4 Subscription Fee	\$235.00	\$0.00
Year 5 Subscription Fee	\$235.00	\$0.00
Grand Total System Price	\$28,200.00	\$0.00

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



VIDEOMANAGER EL SOLUTION DESCRIPTION

VideoManager EL simplifies evidence management, automates data maintenance, and facilitates management of your department's devices.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely.

The optional SmartControl and SmartConnect smart device applications support live video streaming from body-worn cameras, allowing personnel to view footage captured by the cameras in the app.

VIDEO EVIDENCE MANAGEMENT

VideoManager EL delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL makes evidence management as efficient as possible. With VideoManager EL, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL makes evidence review easier by allowing you to upload captured video and audio from your in-field devices, sharing important information that groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. Incidents recorded from several devices can be found easily and viewed at the same time, eliminating the task of reviewing irrelevant footage.

Its built-in media player includes a visual display of incident data, allowing you to view moments of interest, such as when lights, sirens, or brakes were activated during the event timeline, status of cameras and microphones, and patrol speed graph.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, drawings, and applicable external files can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL empowers you to easily share information in the evidence review or judiciary sharing process by exporting evidence data. It is capable of searching for data using various criteria, including import, export, playback, download, share, and modification dates, allowing users to quickly find relevant evidence.

Automatic Data Maintenance

VideoManager EL lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on any basis, based on how you want to configure the system.



Security groups and permissions are easily set up in VideoManager EL, allowing you to grant individuals access to evidence on an as-needed basis.

Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL integrates with SmartControl, an optional mobile application for Android and iOS that allows officers to review video evidence from their smartphone or tablet while they're still in the field.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL can assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled or assigned device system. VideoManager EL also enables devices to be quickly exchanged between officers during shift changes. This minimizes the number of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy your in-car and body-worn cameras in VideoManager EL. Devices can be assigned to personnel within VideoManager EL and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL's Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.



Devices can also be configured to remember individual preference settings for each user, including haptic and audible alert volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL also enable you to configure devices to operate in alignment



VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (“Motorola”) system as presented in this offer to the Customer (hereinafter referred to as “Customer”). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors’ SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.



Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal (“LXP”) in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola’s project roles. It is critical that these resources are empowered to make decisions based on the Customer’s operational and administration needs. The Customer’s project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer’s subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager’s responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors’ readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.



- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.



Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



- Verify successful upload from devices after docking back into the transfer station or USB dock.

SOFTWARE INSTALLATION

REMOTE SOFTWARE INSTALLATION

Client software will be installed one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Provide instruction on client software deployment utility.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Access online training resources identified in the Welcome/IT Call.

Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Installation Guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities



- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.

- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.





City of Ketchum

PROCUREMENT MEMO

Meeting Date: 4/3/2023 Staff Member/Dept: Juerg Stauffacher/Facilities Maintenance

Agenda Item: Recommendation to approve contract for services with Sawtooth Wood Products

Recommended Motion:

I move to approve Contract #23080 with Sawtooth Wood Products for replacing the softball field fence.

Summary of Procurement Process:

Bidder	Bid Price
Sawtooth Wood Products, Bellevue	\$24,000
Country boy Excavation, Shoshone	No answer
Anvil, Boise	No longer servicing the Wood River Valley

Low Bid Contractor	Bid Price	Budget Account/Number
Sawtooth Wood products	\$24,000	CIP 03-4194-7125

Background (if necessary):

- The fence is over 30 years old, falling apart and no longer safe
-
-

Sustainability Impact:

None OR state impact here: None

Attachments:

- Sawtooth Wood products quote
- Purchase order #23080
-

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 # Q000004948
DATE: October 4, 2022

Submitted To: CITY OF KETCHUM P.O. BOX 2315 KETCHUM, ID 83340	For: Juerg Stauffacher Project or Service Description: New Chain link Fence Job Name: Ball Field by STEAM School Job Location: Ernest Hemmingway STEAM School Phone: (208) 726-3841 E-mail: jstauffacher@ketchumidaho.org
---	--

Architect:

Date of Plans:

We hereby submit specifications and estimates for:	AMOUNT
<p style="text-align: center;">**Outfield fence replacement by Ernest Hemmingway STEAM School**</p> <p>Install approximately 360' of 6' tall chain link fence where the existing fence sits. The fence will follow the curvature of the old fence. The fence posts will be 2 3/8 in diameter, the top rail and chain link sections will have the same protective cover as the Atkinson ballfield that was replaced earlier this summer.</p> <p>*This quote is based on the city removing the old outfield fence.</p>	\$24,000.00
TOTAL	\$24,000.00

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 21 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 will become the property of SWP. Your participation is voluntary, and you will receive no financial compensation. SWP has the right to edit, alter, exhibit, publish or distribute these photos for purposes of publicizing SWP or for any other lawful purpose. SWP's intention is to upload these images on its Facebook page, website or any other lawful social media outlet. Note: SWP will not share any personal information.

If you prefer to opt out of social media posts ONLY, please notify the company in writing or by email.



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: 23080

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
03/28/2023	bancona	bancona	Facilities Maintenance	0	

Quantity	Description	Unit Price	Total
1.00	SOFTBALL FIELD FENCE REPLACEMENT 03-4194-7125	24,000.00	24,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		24,000.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Installing the duct bank concurrently with the Sun Valley Road construction will minimize future pavement damage and saw cuts.
- The new underground transmission line duct will have no impact on pedestrian or public access.
- The encroachment will provide an underground power duct for a future redundant transmission line.

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

Idaho Power is proposing to install approximately 300’ of a transmission line duct for a future redundant line within the City’s ROW beginning at the Spruce Ave. intersection and extending east to the city limits. A second encroachment permit will be submitted at a later date for the remaining portion of the duct to be installed within the city’s streets. This encroachment will permit Idaho Power to install the transmission line duct while Sun Valley Road is under construction and will limit future saw cuts and asphalt damage.

City Municipal code 12.12.040.C requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair or relocation of the encroachment.

Sustainability Impact:

Financial Impact:

Attachments:

1. Right-of-Way Encroachment Agreement 22843
2. Exhibit “A”

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22843

THIS AGREEMENT, made and entered into this ____ day of ____, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702.

RECITALS

WHEREAS, Owner wishes to permit placement of an underground transmission line in the right-of-ways of Spruce Avenue and Sun Valley Road. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install underground power infrastructure identified in Exhibit "A" within the public right-of-way, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

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

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in

the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

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

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

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

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

9. Subject to Section 13 below, this Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

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

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

13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in the future ("Franchise Agreement"), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

EXHIBIT "A"

KETCHUM SUBSTATION TO WOOD RIVER SUBSTATION 138KV UNDERGROUND TRANSMISSION LINE BLAINE COUNTY, IDAHO

REVISION	
A	03-08-2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/ERS
B	03-10-2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/ERS
C	03-28-2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. #

GENERAL NOTES

1. THE UTILITIES AND NATURAL FEATURES SHOWN HEREON ARE BASED ON FIELD SURVEYS, AERIAL PHOTOGRAPHY AND RECORD DOCUMENTS. OTHER FACILITIES MAY EXIST NOT DISCOVERED THROUGH THE RECORD CHECK. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-342-1585.
2. VERTICAL LOCATION OF SUBSURFACE UTILITY LINES ARE BASED ON ASSUMED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS USING BEST AVAILABLE INFORMATION AND ARE APPROXIMATE. BUILDING SERVICE CONNECTIONS (ELECTRIC, GAS, TELEPHONE, WATER AND SANITARY) ARE NOT SHOWN. CONTRACTOR IS TO ASSUME SERVICES ARE PRESENT TO ALL BUILDINGS.
3. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RETURNED TO THE ORIGINAL CONDITION OR BETTER AS DETERMINED BY OWNER AND IN ACCORDANCE WITH THE APPLICABLE LOCAL AND/OR STATE REQUIREMENTS.
4. CIVIL CONTRACTOR SHALL Haul AWAY ALL UNUSED EXCAVATED MATERIAL TO PERMITTED SOIL DISPOSAL SITE.
5. CIVIL CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING AND REPAIRING ALL PAVEMENT DISTURBED DUE TO THE CONSTRUCTION. ALL REPLACEMENT AND REPAIRS SHALL BE PERFORMED IN ACCORDANCE WITH THE APPLICABLE LOCAL AND/OR STATE REQUIREMENTS.
6. CIVIL CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY & ALL UTILITIES AND FACILITIES DAMAGED DURING CONSTRUCTION IN ACCORDANCE WITH THE APPLICABLE UTILITY SPECIFICATION, LOCAL AND/OR STATE REQUIREMENTS.
7. CIVIL CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ABANDONED CONDUIT AS REQUIRED IN ACCORDANCE WITH THE APPLICABLE LOCAL AND/OR STATE REQUIREMENTS. CUT AND CAP ABANDONED UTILITIES (DO NOT CUT GAS LINES).
8. CIVIL CONTRACTOR SHALL BE RESPONSIBLE FOR BUILDING TEMPORARY AND PERMANENT ACCESS ROADS. ALL TEMPORARY ACCESS ROADS WILL BE REMOVED AND ORIGINAL GRADE WILL BE RESTORED WHEN WORK IS COMPLETED.
9. CIVIL CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING BEST MANAGEMENT PRACTICES FOR CONTROLLING EROSION AND SEDIMENTATION.
10. CIVIL CONTRACTOR SHALL RESTORE GRADE TO PRE-CONSTRUCTION ELEVATIONS.
11. DUCT BANK SHALL MAINTAIN A COVER DEPTH OF 3'-0" BELOW GRADE.
12. ALL VERTICAL RADII ARE 400', AND HORIZONTAL RADII ARE 50' UNLESS OTHERWISE NOTED.
13. DUCT BANK SHALL MAINTAIN MINIMUM HORIZONTAL CLEARANCE OF 6'-0" AND A MINIMUM VERTICAL CLEARANCE OF 2'-0" OVER OR UNDER EXISTING UTILITIES, UNLESS OTHERWISE SHOWN ON DRAWINGS.

SURVEY NOTES:

1. THIS MAP CORRECTLY REPRESENTS CONDITIONS AND FEATURES EXISTING AT THE TIME OF THIS SURVEY IN OCTOBER, 2022.
2. UNDERGROUND UTILITY LINES ARE BASED UPON A COMBINATION OF ASBLT PLANS, SURFACE FEATURE MEASUREMENTS AND ONSITE UNDERGROUND UTILITY MARKINGS PERFORMED BY OTHERS.
3. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.
4. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECORDS OF SURVEY AND PLAT MAPS AVAILABLE TO THE SURVEYOR AT THE TIME OF SURVEY ON LANDPRO DATA.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF TITLE REPORTS, WHICH MAY REVEAL RESTRICTIONS OR EASEMENTS OF RECORD.

HORIZONTAL DATUM:

HORIZONTAL DATUM FOR THIS SURVEY IS NAD 1983(2007), IDAHO CENTRAL STATE PLANE COORDINATE SYSTEM, U.S. SURVEY FEET. COORDINATES HAVE BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES USING A COMBINED SCALE FACTOR (C.S.F) OF 1.00029698. THE C.S.F WAS DETERMINED AND PREVIOUSLY USED ON ITO DISTRICT 4 PROJECT STP-F-2392(035) - KEY 3007. IN 2001 A CONVERGENCE ANGLE OF -00°14'30.7120" WAS CALCULATED AT N.G.S. STATION "8 A".

POINT DESIGNATION "8 A"

NORTHING: 721738.66
EASTING: 1547665.26

VERTICAL DATUM:

VERTICAL DATUM IS NAVD88 BASED ON PUBLISHED INFORMATION FROM N.G.S., POINT DESIGNATION "8 A"

POINT DESIGNATION

ELEVATION: 5689.62

WATER DEPARTMENT NOTES:

1. CONTRACTOR TO NOTIFY CITY WATER DEPARTMENT PRIOR TO ANY MAIN LINE CROSSINGS.
2. DUCT BANK SHALL MAINTAIN MINIMUM HORIZONTAL CLEARANCE OF 6'-0" AND A MINIMUM VERTICAL CLEARANCE OF 2'-0" OVER OR UNDER EXISTING WATER UTILITIES, UNLESS OTHERWISE SHOWN ON DRAWINGS.

STREET DEPARTMENT NOTES:

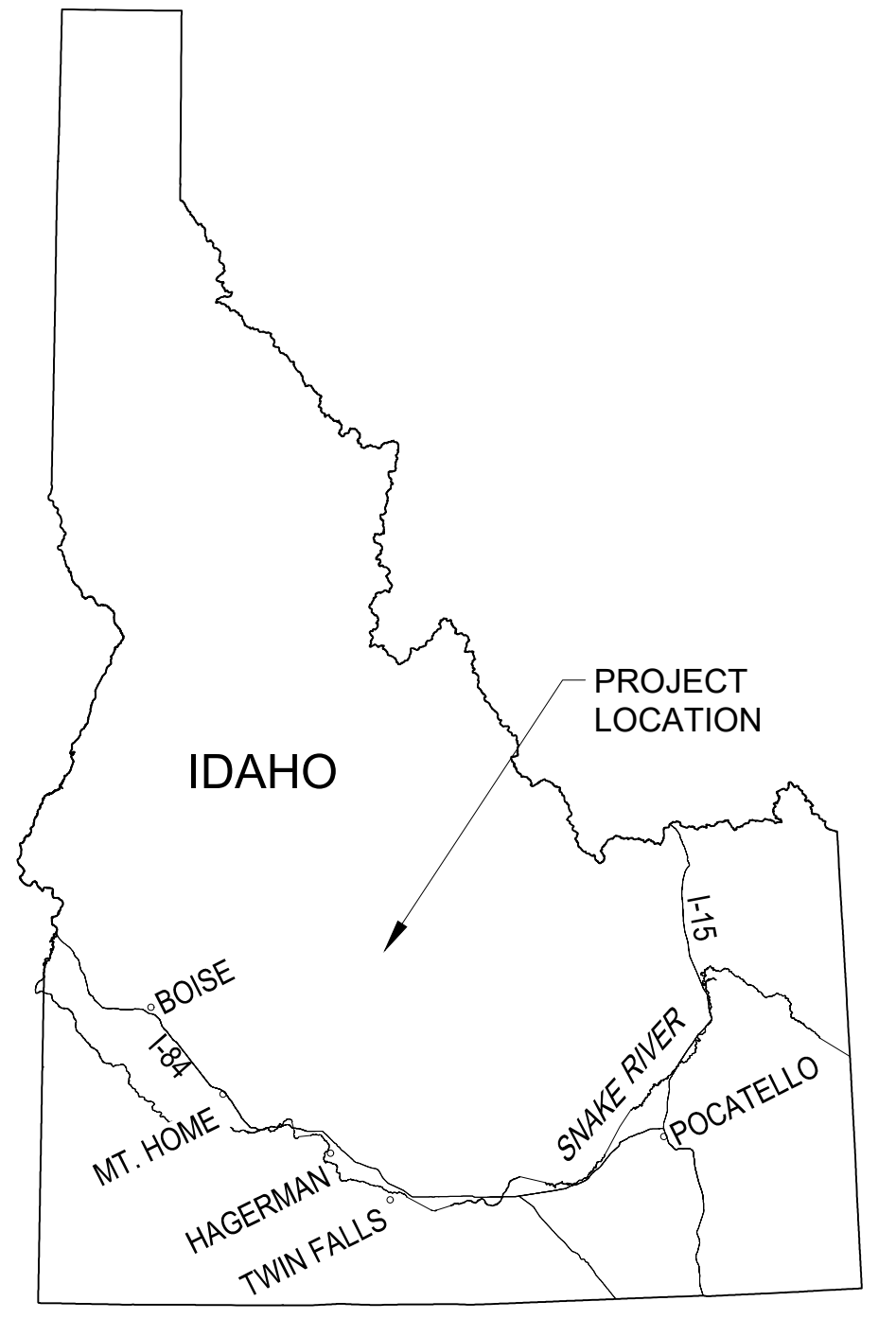
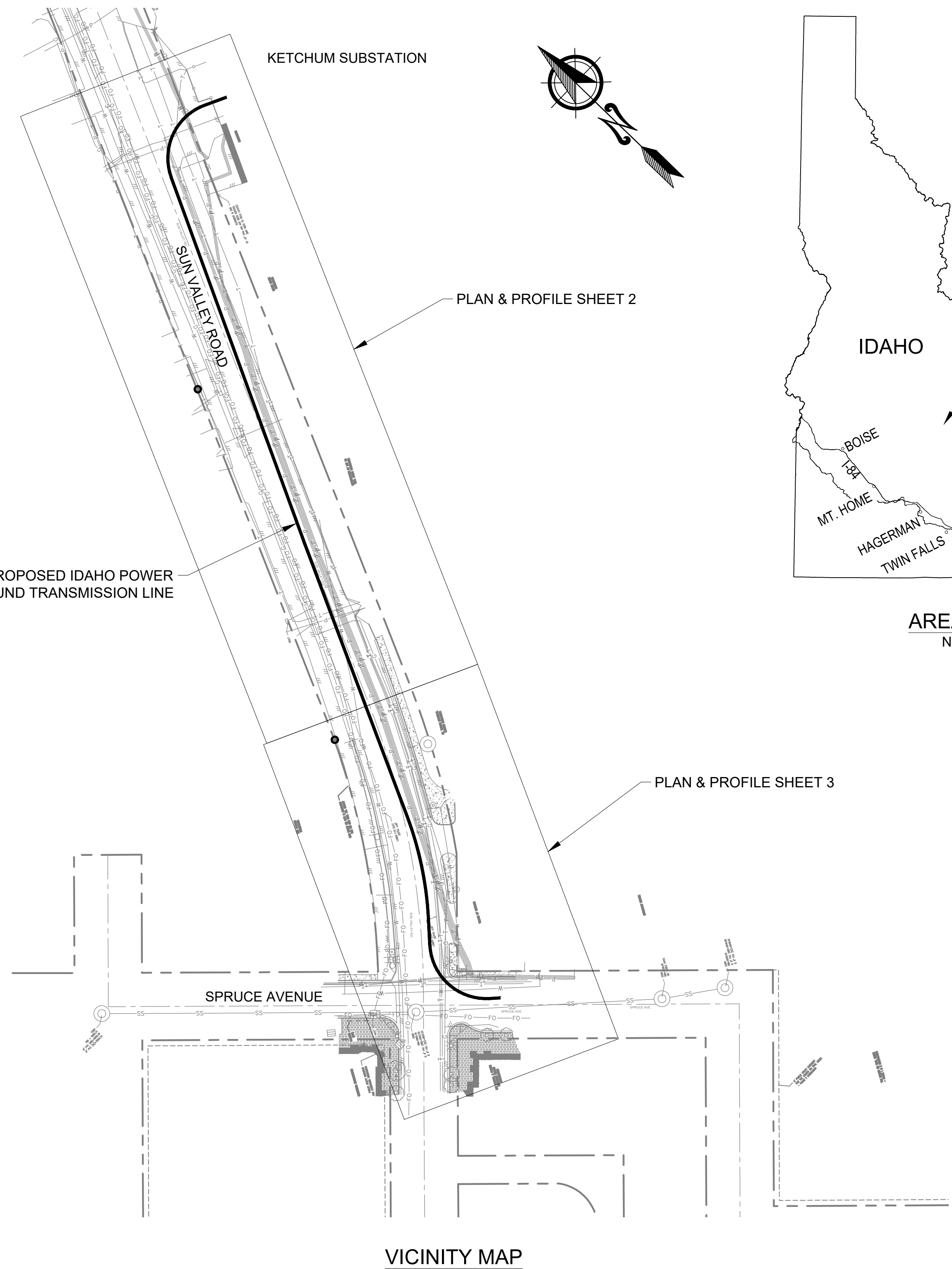
1. APRIL 17th STARTING DATE IS WEATHER DEPENDENT.
2. CONTRACTOR TO PROVIDE A DETAILED TRAFFIC CONTROL PLAN. DIG PERMIT IS REQUIRED FOR CONSTRUCTION ACTIVITIES TO COMMENCE.
3. PUBLIC NOTICE ANNOUNCEMENT REQUIRED IN THE MOUNTAIN EXPRESS AS WELL AS DOOR KNOCKERS TO THOSE RESIDENTS IMPACTED BY CONSTRUCTION. REQUIRES AT LEAST THREE DAYS ADVANCED NOTICE.
4. CONTRACTOR TO BE ONSITE DAILY UNTIL PROJECT IS COMPLETED (EXCLUDING WEEKENDS AND HOLIDAYS).
5. ONE LANE MUST ALWAYS BE OPEN UNLESS FULL CLOSURE IS NECESSARY. ACCESS FOR RESIDENTIAL AND BUSINESSES MUST BE MAINTAINED.
6. TRENCHES MUST BE STRAIGHT AND NEAT.
7. ALL ASPHALT CUTS TO BE SAW CUT AT A MINIMUM OF TWO FEET BACK FROM THE DEEPEST UNDERMINE.
8. NO OPEN TRENCHES TO BE LEFT OPEN OVERNIGHT UNLESS PLATED OR BARRICADED. PARKED EQUIPMENT AND STORED MATERIALS SHALL BE AS FAR FROM THE TRAVELED WAY AS FEASIBLE. ITEMS, EXCAVATIONS OR OBSTACLES WITHIN 30 FEET OF THE TRAVELED WAY SHALL BE PROPERLY MARKED AND/OR PROTECTED.
9. CONTRACTOR TO KEEP STREETS CLEAN FROM ROCKS, DIRT, MUD, ETC. DAILY.
10. STREET DEPARTMENT MUST BE CALLED FOR INSPECTION BEFORE BACKFILLING AND ASPHALT.
11. CONTRACTOR TO KEEP ASPHALT CUT JOINTS AND VAULT COVERS OUT OF WHEEL LANES, WHERE POSSIBLE.
12. PAVEMENT MARKINGS DAMAGED OR REMOVED FOR CONSTRUCTION SHALL BE REPAINTED.
13. STEEL TRACK EQUIPMENT IS NOT PERMITTED ON CITY STREETS. ANY DAMAGE CAUSED THROUGH CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR.

ENGINEERING NOTES

1. TEMPERATURES FOR PAVING AND PATCH BACK MUST BE 40°F AND RISING.
2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, OWNER AND STREET DEPARTMENT OF ANY CHANGES TO THE DESIGN.
3. ALL CONSTRUCTION REQUIRED TO MEET APPLICABLE CITY OF KETCHUM'S CONSTRUCTION ACTIVITY STANDARDS INCLUDING, BUT NOT LIMITED TO:
 - a. PUBLIC NOTICING
 - b. DUST, MUD, SAND AND GRAVEL CONTROL ON ALL STREETS
 - c. TEMPORARY RESTROOMS
 - d. THE SITE SHALL BE KEPT CLEAN AND IN AN ORDERLY CONDITION. TRASH SHALL BE PICKED UP ON THE SITE AND SURROUNDING AREAS ON A DAILY BASIS AND MATERIAL SHALL BE STORED IN NEAT, TIDY PILES.
4. CONSTRUCTION HOURS ARE BETWEEN 7:30 AM TO 7:00 PM ON WEEKDAYS AND SATURDAYS. NO CONSTRUCTION IS PERMITTED ON SUNDAYS OR MAJOR HOLIDAYS.
5. ALL STREET TRENCHING IS REQUIRED TO BE SLURRIED PER ISPOW STANDARDS AND CITY OF KETCHUM - STANDARD DRAWING SD-306
6. IDAHO POWER SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY OF KETCHUM PERSONNEL A MINIMUM OF 30 DAYS PRIOR TO CONSTRUCTION WHEN PRACTICAL
7. RESTORATION OR REPAIR MUST MATCH EXISTING LINES AND GRADE AND NOT CAUSE DRAINAGE ISSUES. CONTRACTOR TO REPAIR OR REPLACE ANY DAMAGED LANDSCAPE AND IRRIGATION. ALL REPAIRS TO BE OF EQUAL OR BETTER VALUE.
8. CONTRACTOR SHALL PROVIDE A SAFETY PLAN IN THE EVENT OF FIRE OR MEDICAL EMERGENCY IN THE AREA OF CONSTRUCTION AND TO INCLUDE A SINGLE POINT OF CONTACT. ALL CREW EMERGENCIES INVOLVING A TRENCH OR VAULT RESCUE SHALL BE CLEARLY COMMUNICATED.
9. VEHICLE PARKING AND MATERIAL STORAGE DURING CONSTRUCTION SHALL NOT RESTRICT OR OBSTRUCT PUBLIC STREETS OR ACCESS TO ANY BUILDING, WHEN POSSIBLE. A MINIMUM 20 FT. TRAVEL LANE FOR EMERGENCY VEHICLE ACCESS AND 15 FT. WITHIN FIRE HYDRANTS SHALL BE MAINTAINED CLEAR AND UNOBSTRUCTED, WHEN POSSIBLE.

LEGEND

Property Line / Right-of-way Easement	TV Cable TV Line, Buried	CX Cox Communication Line, Buried
Building / Structure	TV Cable TV Riser	G Gas Line, Buried
Concrete	GA Gas Valve	SM Gas Marker
Concrete Curb & Gutter	G Gas Meter	G Gas Service
Conifer Tree	T Telephone Line, Buried	T Telephone Line, Buried (Paint Markings Incomplete)
Deciduous Tree	PH Telephone Riser	PH Telephone Manhole
Drilline of Trees	PH Power Line, buried	PH Power Line, overhead
Fence	PH Power Box	PH Utility Pole
Pavers	PH Guywire	PH Street Light
Retaining / Landscape Wall	PH Traffic Signal Light	PH Power Vault
Retaining / Landscape Wall	PH Electrical Control Boxes	PH Storm Drain
Sign	PH Culvert	PH Drywell
Stone / Masonry Fence Column	PH Catch Basin	PH Sewer Main
Bridge	PH Sewer Service	PH Sewer Manhole
Gravel Road/Drive	PH Water Line	PH Fire Hydrant
Edge of Water	PH Water Valve	PH Well
Large Rock	PH Water Vault	PH Irrigation Box / Valve
PEDESTRIAN GUARD RAIL	PH Water Meter	

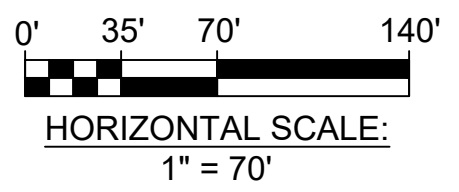


AREA MAP
N.T.S.

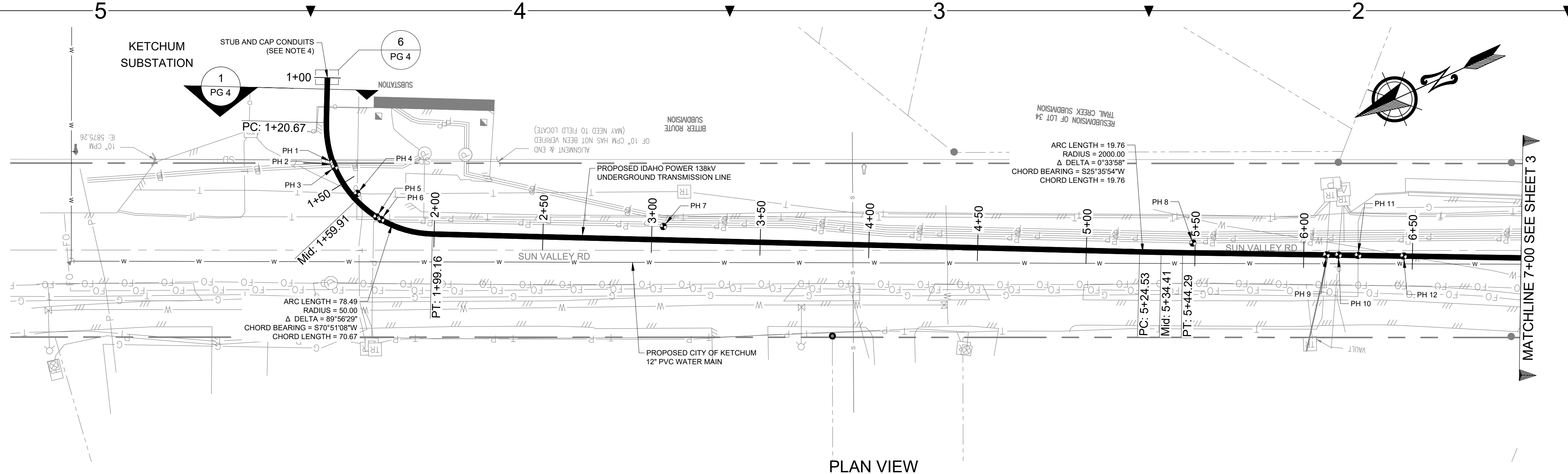
PRELIMINARY
NOT FOR CONSTRUCTION

REFERENCE DRAWINGS	
WOOD RIVER SUBSTATION TO KETCHUM SUBSTATION COVER SHEET	
IDAHO POWER COMPANY BOISE, IDAHO	
SCALE: AS NOTED	DATE: 3/28/2023
DS. ERS	APPROVED
DR. ERS	
CH. AS	
REV.	SHT. 1 4
VAULT NO. 21D-XXXX-XXX	

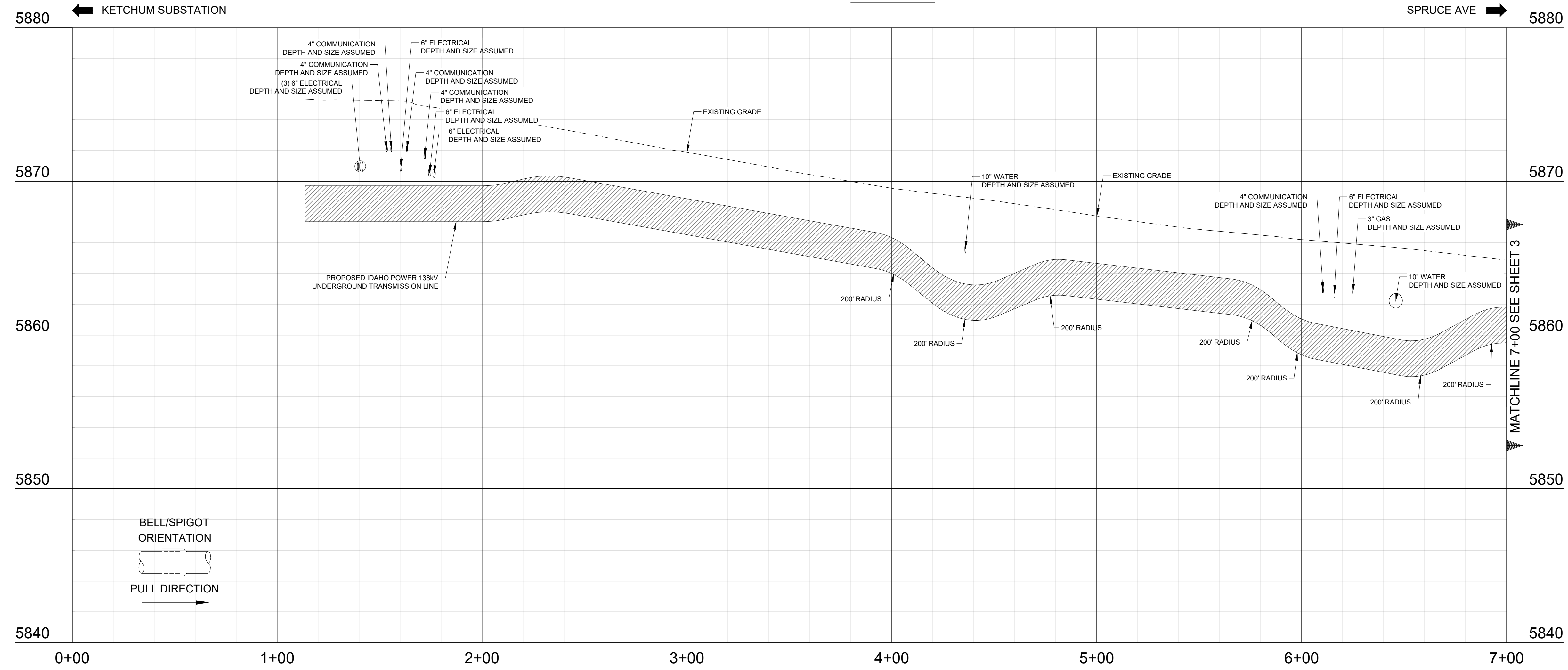
THREE BUSINESS DAYS BEFORE YOU DIG CALL
IDAHO DIG LINE INC. 811
TOLL FREE
1-800-342-1585



REVISION	
A	03-08-2023 ISSUED FOR PERMIT
B	03-10-2023 ISSUED FOR PERMIT
C	03-28-2023 ISSUED FOR PERMIT



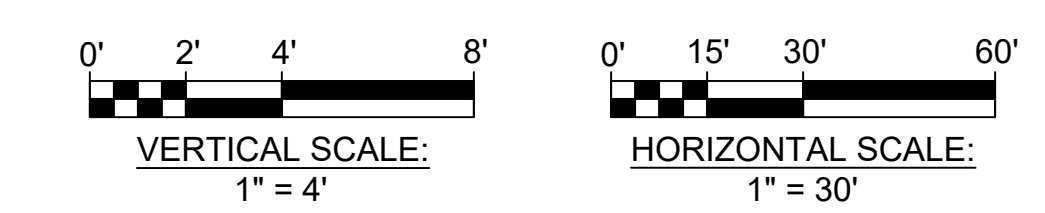
PLAN VIEW



PROFILE VIEW

- NOTES:**
1. THE UTILITIES AND NATURAL FEATURES SHOWN HEREON ARE BASED ON FIELD SURVEYS, AERIAL PHOTOGRAPHY AND RECORD DOCUMENTS. OTHER FACILITIES MAY EXIST NOT DISCOVERED THROUGH THE RECORD CHECK. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-342-1585.
 2. VERTICAL LOCATION OF SUBSURFACE UTILITY LINES ARE BASED ON ASSUMED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS.
 3. ALL DUCT BANK SECTION VIEWS ARE LOOKING AHEAD ON STATIONING. STATIONING IS APPROXIMATE AND DOES ACCOUNT FOR TRANSITIONS.
 4. CIVIL CONTRACTOR TO STUB CONDUITS OUT OF DUCT BANK BULKHEAD AND STAGGER ENDS. CONDUITS TO BE CAPPED AND MARKED FOR FUTURE EXCAVATION AND CONNECTION.

THREE BUSINESS DAYS BEFORE YOU DIG CALL
IDAHO DIG LINE INC. 811
 TOLL FREE
1-800-342-1585



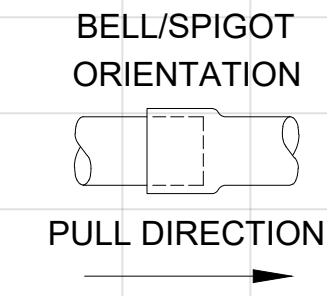
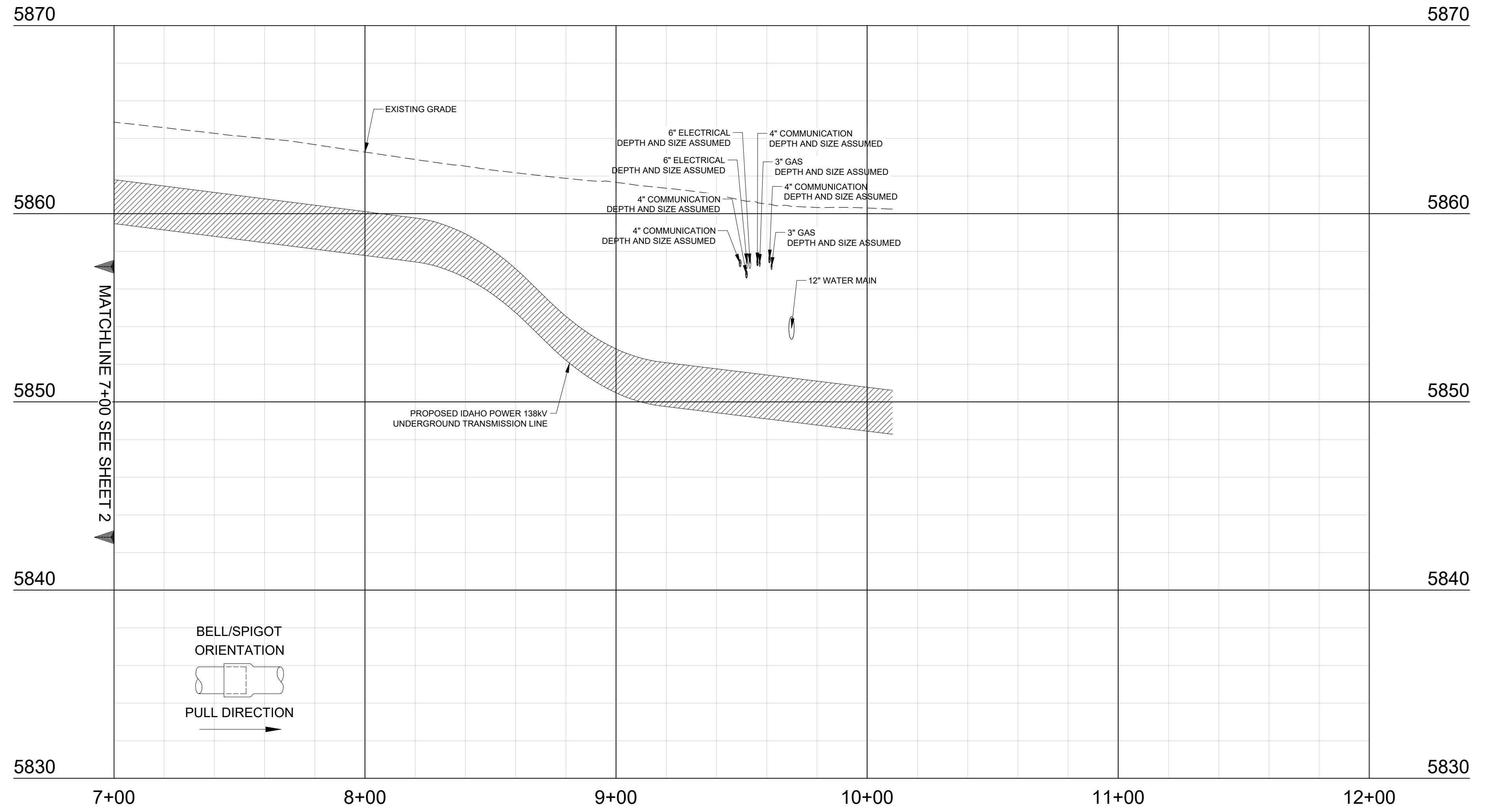
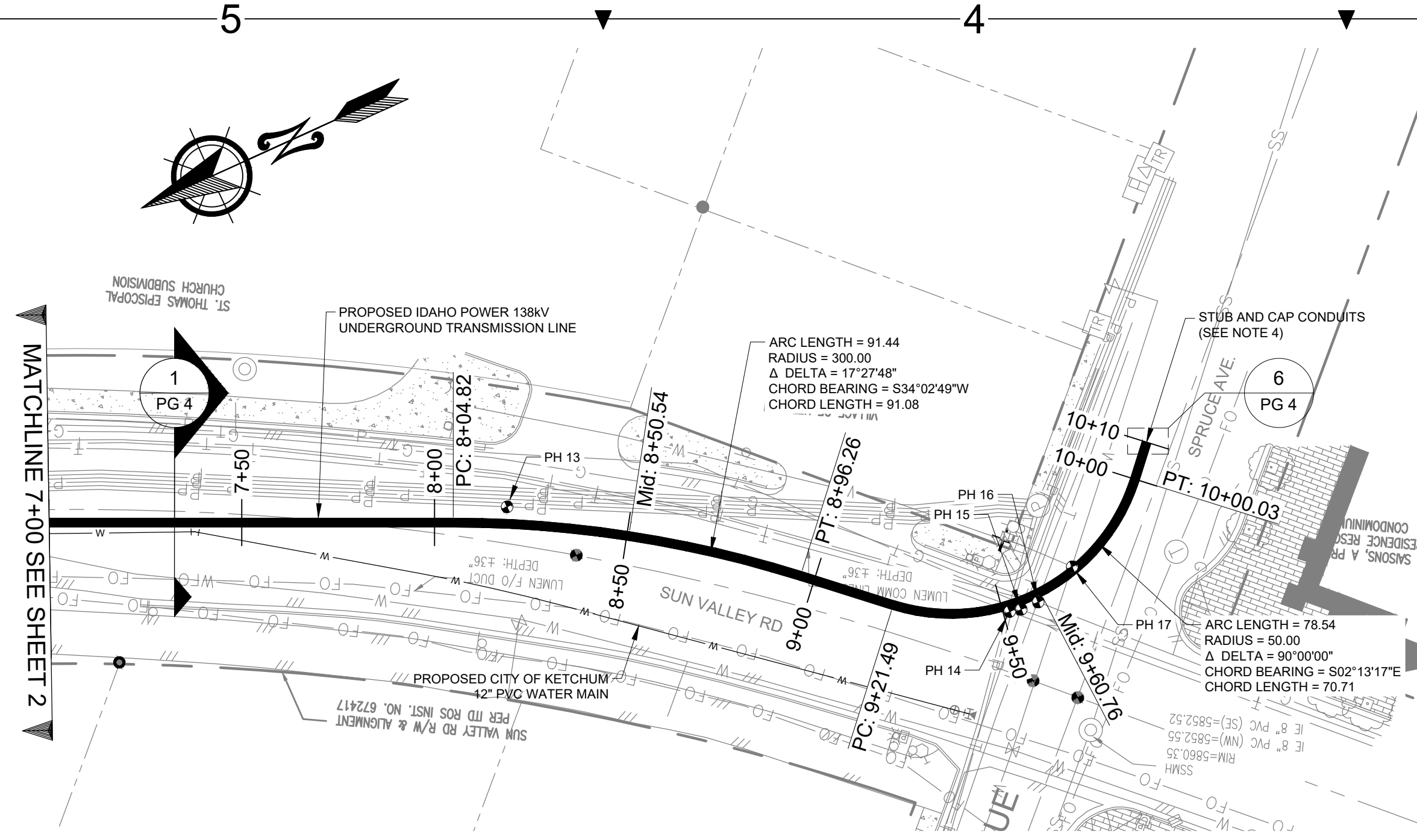
PRELIMINARY
 NOT FOR CONSTRUCTION

REFERENCE DRAWINGS	
WOOD RIVER SUBSTATION TO KETCHUM SUBSTATION PLAN & PROFILE 1+00 TO 7+00	
IDAHO POWER COMPANY BOISE, IDAHO	
SCALE: AS NOTED	DATE: 3/28/2023
DS. ERS	APPROVED
DR. ERS	
REV. CH. AS	
SHT. 2 of 4	

VAULT NO. 21D-XXXX-XXX

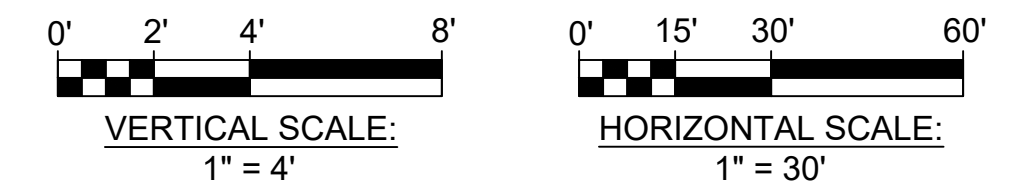
By: eschicht Date: 3/28/2023 1:26 PM Path: C:\w_working\powering_e\schicht\w_prod\02\00100919\02\0185_Plan and Profiles

REVISION	
A	03-08-2023 ISSUED FOR PERMIT
ENG PROJ. ID. W.O. #	
AS/ERS	
B	03-10-2023 ISSUED FOR PERMIT
ENG PROJ. ID. W.O. #	
C	03-28-2023 ISSUED FOR PERMIT
ENG PROJ. ID. W.O. #	



- NOTES:**
1. THE UTILITIES AND NATURAL FEATURES SHOWN HEREON ARE BASED ON FIELD SURVEYS, AERIAL PHOTOGRAPHY AND RECORD DOCUMENTS. OTHER FACILITIES MAY EXIST NOT DISCOVERED THROUGH THE RECORD CHECK. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-342-1585.
 2. VERTICAL LOCATION OF SUBSURFACE UTILITY LINES ARE BASED ON ASSUMED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS.
 3. ALL DUCT BANK SECTION VIEWS ARE LOOKING AHEAD ON STATIONING. STATIONING IS APPROXIMATE AND DOES ACCOUNT FOR TRANSITIONS.
 4. CIVIL CONTRACTOR TO STUB CONDUITS OUT OF DUCT BANK BULKHEAD AND STAGGER ENDS. CONDUITS TO BE CAPPED AND MARKED FOR FUTURE EXCAVATION AND CONNECTION.

THREE BUSINESS DAYS BEFORE YOU DIG CALL
IDAHO DIG LINE INC. 811
 TOLL FREE
1-800-342-1585



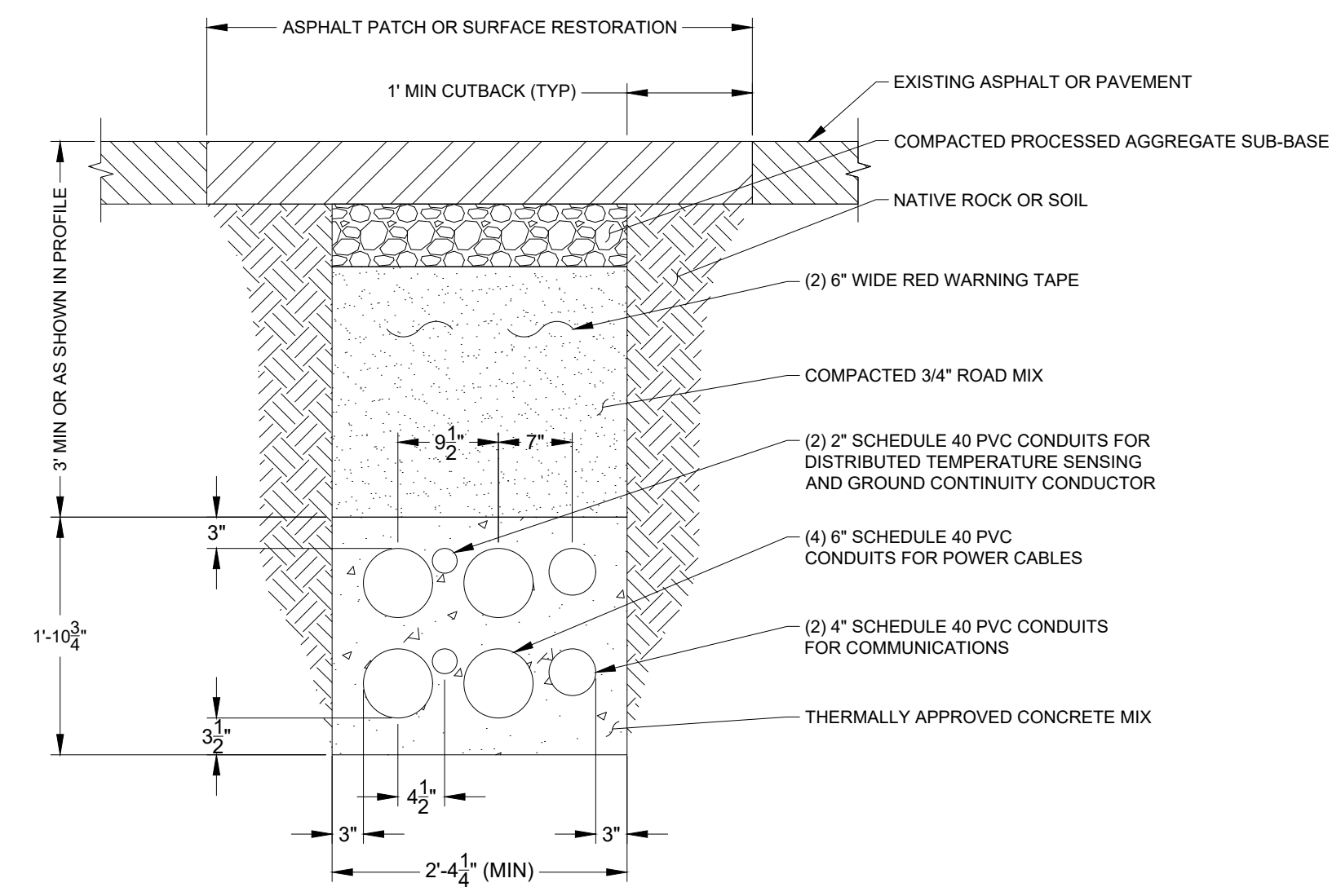
PRELIMINARY
 NOT FOR CONSTRUCTION

REFERENCE DRAWINGS	
WOOD RIVER SUBSTATION TO KETCHUM SUBSTATION PLAN & PROFILE 7+00 TO 14+00	
IDAHO POWER COMPANY BOISE, IDAHO	
SCALE: AS NOTED	DATE: 3/28/2023
DS. ERS	APPROVED
DR. ERS	
REV. CH. AS	
SHT. 3 4	

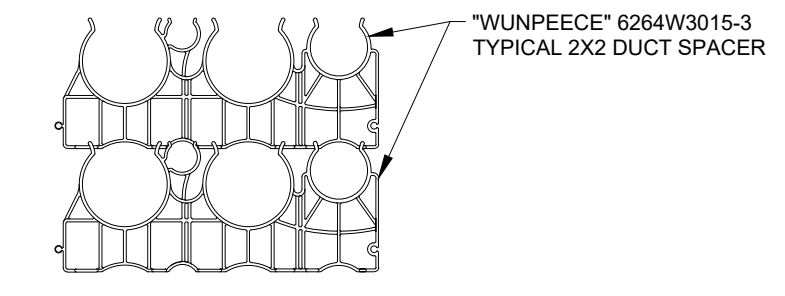
VAULT NO. 21D-XXXX-XXX

By: eschicht Date: 3/28/2023 1:26 PM Path: C:\wv_working\powereng_eschicht\wv_prod\wv02\00100919\0240168_Plan and Profiles

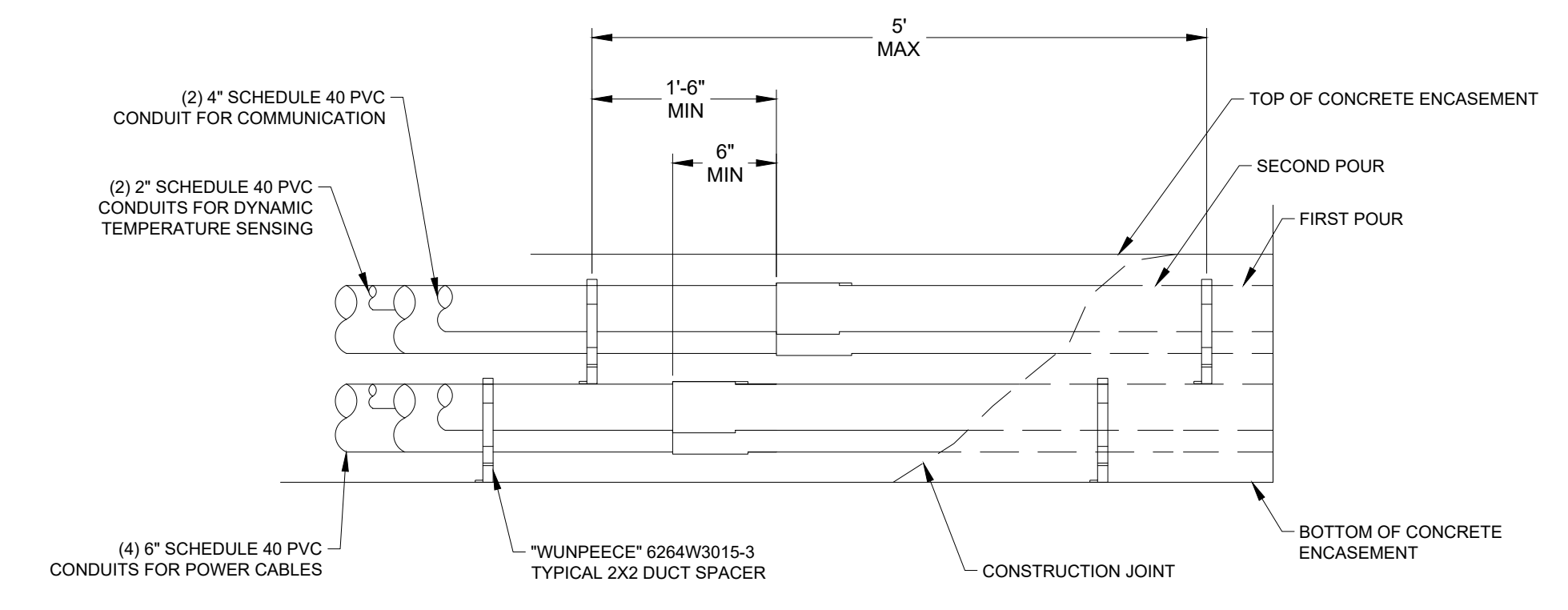
REVISION	
A	03-08-2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. # AS/ERS
B	03-10-2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. #
C	03-28-2023 ISSUED FOR PERMIT ENG PROJ. ID. W.O. #



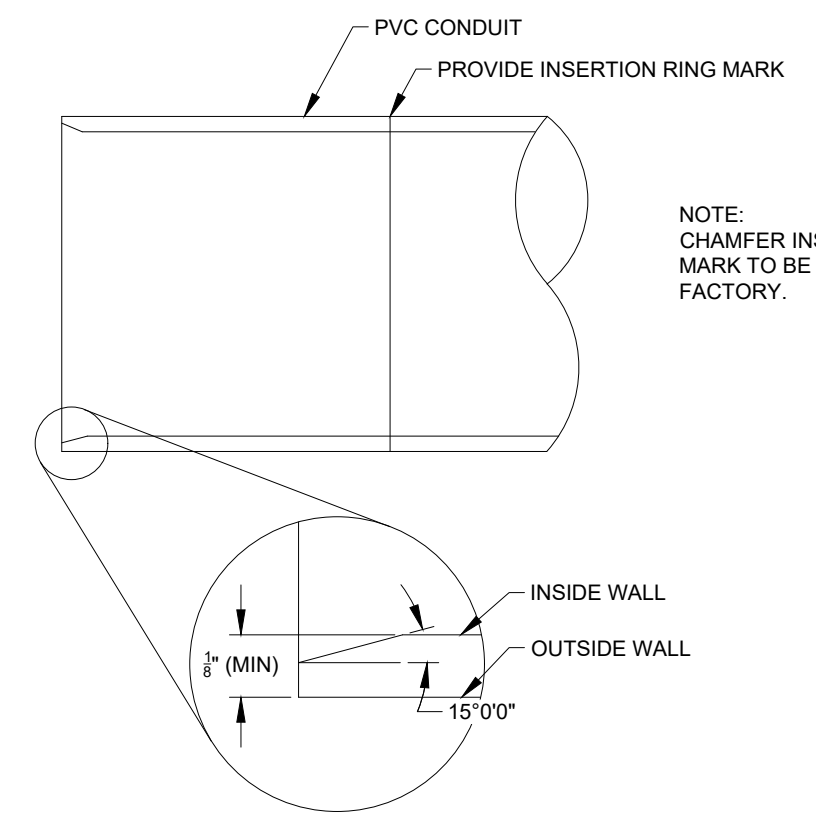
DETAIL 1 - TYPICAL 2X2 DUCT BANK DETAIL
SCALE: N.T.S.



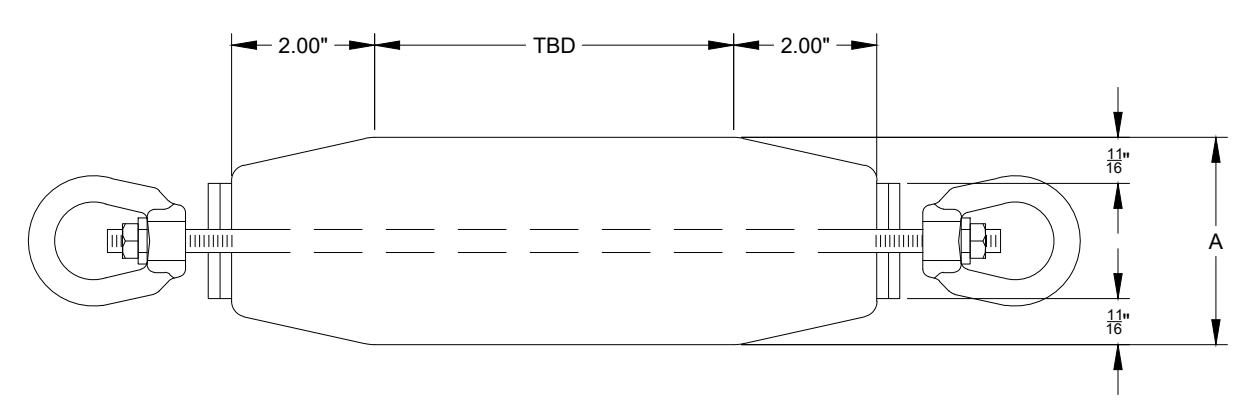
DETAIL 2 - TYPICAL 2X2 DUCT SPACER ARRANGEMENT
SCALE: N.T.S.



DETAIL 3 - TYPICAL 2X2 DUCT ELEVATION
SCALE: N.T.S.

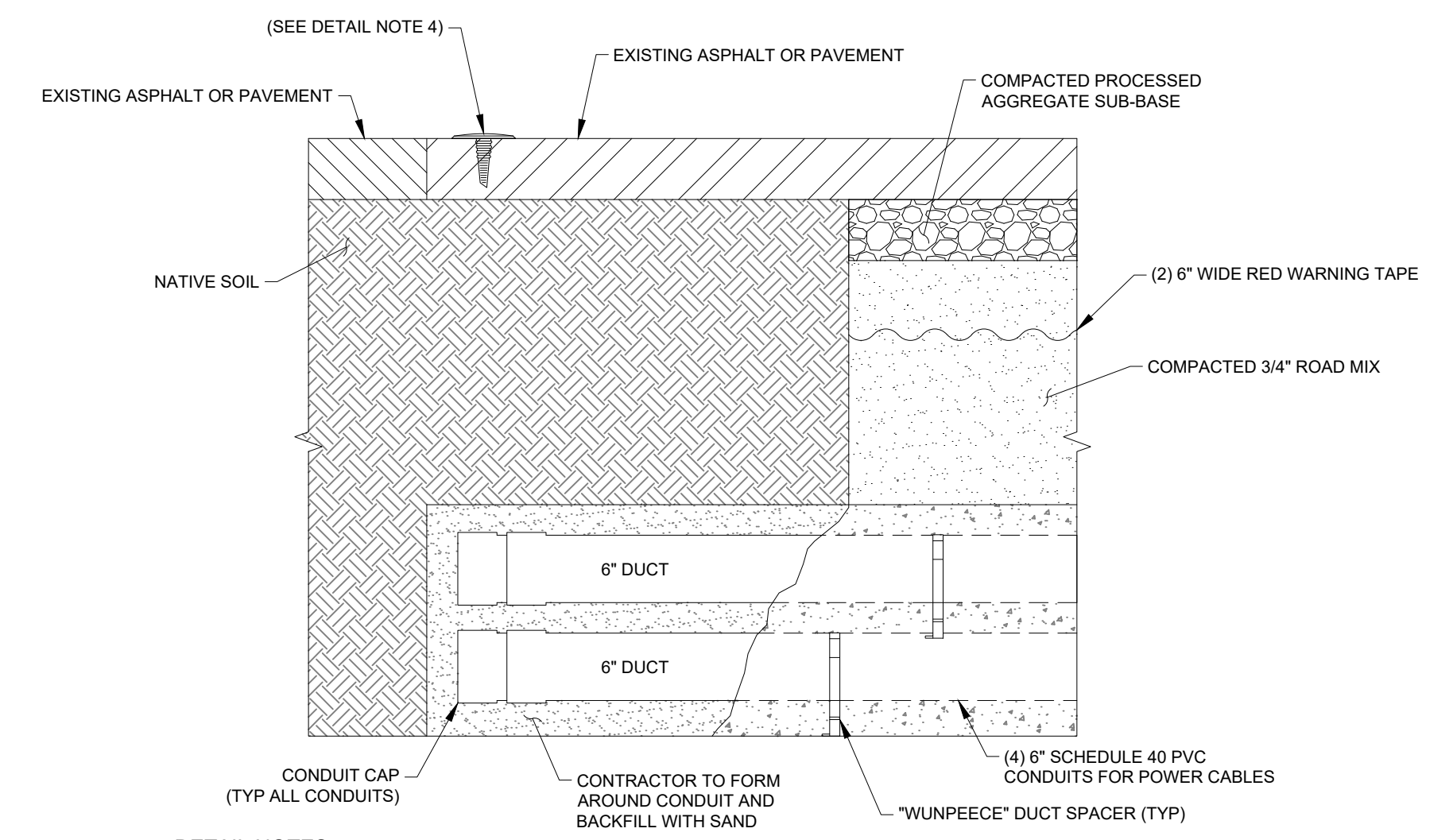


DETAIL 4 - TYPICAL CHAMFER DETAIL
SCALE: N.T.S.



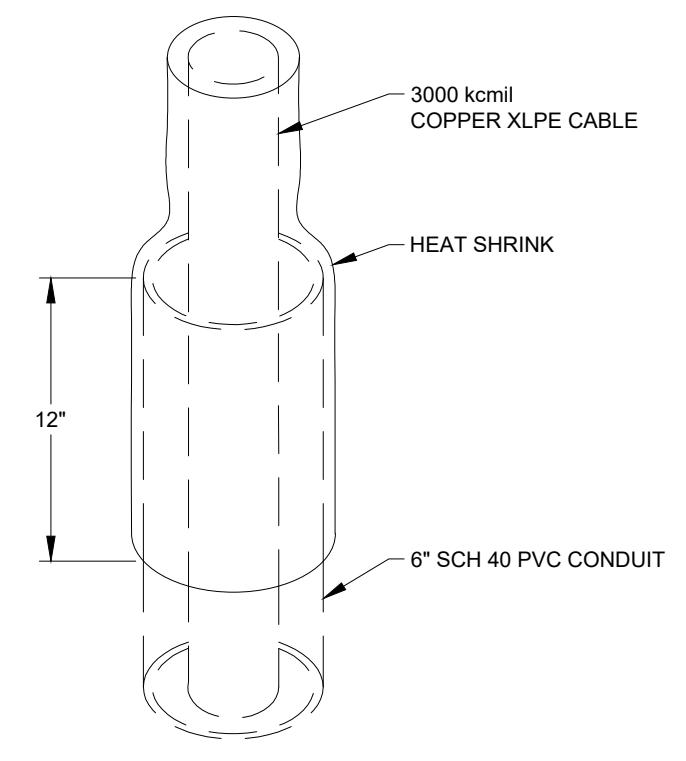
NOTE:
DIMENSION "A" TO BE 1/2\"/>

DETAIL 5 - TYPICAL MANDREL DETAIL
SCALE: N.T.S.



- DETAIL NOTES:
- 2" AND 4" CONDUITS NOT SHOWN FOR CLARITY.
 - BURIAL DEPTH TO MATCH DUCTBANK CONFIGURATION DETAIL AT STATIONING.
 - DUCTBANK STUBOUT OUTSIDE PAVEMENT TO MATCH BACKFILL REQUIREMENTS OF DUCTBANK SECTION
 - CONTRACTOR TO FURNISH AND INSTALL ELECTRONIC MARKER

DETAIL 6 - TYPICAL STUB-OUT DETAIL
SCALE: N.T.S.



DETAIL 6 - TYPICAL HEAT SHRINK DETAIL
SCALE: N.T.S.

- NOTES:
- STAGGER BELL ENDS.
 - AVOID STANDING ON CONDUIT.
 - CEMENT ALL JOINTS IN ACCORDANCE WITH CONDUIT MANUFACTURER'S SPECIFICATIONS.
 - BELL ENDS SHALL BE ORIENTED SUCH THAT THE CABLE PULL DIRECTION WILL ENTER BELL END OF ALL CONDUITS FIRST.
 - ALL DUCT SPACERS ARE UNDERGROUND DEVICES "WUNPEECE" SPACERS OR APPROVED EQUIVALENT.
 - ALL CONDUITS SHALL BE FULLY PROTECTED FROM PROLONGED SUNLIGHT EXPOSURE DURING STORAGE AND CONSTRUCTION.

THREE BUSINESS DAYS BEFORE YOU DIG CALL
IDAHO DIG LINE INC. 811
TOLL FREE
1-800-342-1585

PRELIMINARY
NOT FOR CONSTRUCTION

REFERENCE DRAWINGS			
21D-####-#	DWG. TITLE		
WOOD RIVER SUBSTATION TO KETCHUM SUBSTATION DUCT BANK DETAILS			
IDAHO POWER COMPANY BOISE, IDAHO		DATE: 3/28/2023	
SCALE: NTS		21D-XXXX-XXX	
DS. ERS	APPROVED		
DR. ERS			
REV. CH. AS		SHT. 4	4

VAULT NO. 21D-XXXX-XXX



City of Ketchum

PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Summary of Procurement Process:

The Housing Fellow position was posted on the City of Ketchum’s website and with eight university’s career services for 22 days from July 11, 2022, and August 1, 2022. The position was initially intended as an administrative position for a graduate student with a remote work option and the pay rate reflected that intent.

Only one applicant applied, the current Housing Fellow, Rian Rooney. The nature of the work and time commitment are greater than previously envisioned and are more aligned with that of a Planner. Rian’s expertise and experience qualify him for this level of responsibility and autonomy. Rian was a Senior Long-Range Planner and continues as a planning consultant for Teton County. He has a master’s in urban planning from Harvard University and a B.A. in Architecture from Columbia University.

Sustainability Impact:

Attachments:

- | |
|------------------|
| 1. Contract |
| 2. Scope of Work |
| 3. |



City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT WITH RIAN ROONEY
FOR HOUSING FELLOW SERVICES**

THIS CONTRACT FOR SERVICES ("AGREEMENT") is made and entered this ___ day of ___ 2023, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City"), and Rian Rooney ("Contractor").

1. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho. Pursuant to Idaho Code §50-301, et seq., the City 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.
2. The City is experiencing affordable and community housing issues, and is pursuing strategic housing support services to address the issues and implement the Ketchum Community Housing Action Plan.
3. Contractor has the skills and expertise to independently assist and provide strategic housing services as identified.

NOW, THEREFORE, the parties agree as follows:

1. **Description of Services.** Contractor will serve as a Housing Fellow, providing support to the City's Housing Strategist, and in support of the implementation of the Ketchum Community Housing Action Plan, and tasks as further provided in the attached Scope of Work (together "Services").
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor at an hourly rate respective to the tasks and as specified on the Scope of Work. Contractor shall track and report to the City as to the tasks and activities and all time expended on City housing matters. With pre-approval City will also reimburse Contractor, upon presentation of reports and receipts, for reasonable travel expenses required to provide the Services. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days. The contract will not exceed certain hours as specified on the Scope of Work.
3. **Term.** The term of this Agreement shall be through the duration of Services, not to exceed the specified maximum hours or one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties. Contractor shall provide the Services in a professional and timely manner. The City and the Contractor, at its sole and exclusive option, may terminate this Agreement without penalty upon thirty days written notice to Contractor. In the event of such termination, Contractor shall submit a report of expenditures to the City.

4. **Independent Contractor.**

(a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of independent contractor.

(b) In rendering the services contemplated by this Agreement, Contractor is at all times acting as an independent contractor and not as an employee of City. Contractor shall have no rights or obligations as an employee by reason of the Agreement, and City shall not provide Contractor with any employee benefits, including without limitation, any City-sponsored retirement, vacation or health insurance program.

(c) Except as set forth in this Agreement, City shall not exercise any control whatsoever over the manner in which Contractor performs the obligations contemplated herein. Contractor is allowed the discretion to subcontract with other entities as needed per the City's approval.

(d) Contractor may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

(e) City shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Contractor. Contractor hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Contractor's failure to pay such payroll or employment taxes.

5. **Indemnification.** Contractor shall indemnify and hold harmless City and its directors, agents, and employees free, clear, and harmless from and against any and all losses, liabilities, costs, and expenses (including amounts paid in settlement and reasonable attorney fees), claims, penalties, judgments, and damages, resulting from or arising out of, by reason of any act, omission, or negligence of Contractor or its respective agents, employees, or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by the City, directly or indirectly, in conjunction with this Agreement.

6. **Miscellaneous.**

(a) City shall retain proprietary rights over all final findings, reports, and items relating to the Services.

(b) Contractor acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared for City, regardless of physical form or characteristics, may be public records pursuant to the Idaho Public Records Act, Chapter 1 of Title 74 of Idaho Code.

Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

7. **Nonassignment.** This Agreement, in whole or in part, shall not be assigned or transferred to any other party except upon the prior written consent of the City and approved by the City Council.
8. **Amendment.** This Agreement may not be modified or amended except in writing and as signed by all Parties.
9. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.
10. **Law of Idaho.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Idaho.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

CITY OF KETCHUM

RIAN ROONEY

Neil Bradshaw, Mayor

Rian Rooney

ATTEST:

Lisa Enourato
Interim City Clerk

SCOPE OF WORK

To implement the plan, we are now standing up a new housing department, likely to be shared with the local Housing Authority and other jurisdictions. The City seeks a Housing Fellow to assist in implementing the HAP, with the potential for continued employment. Original pay was \$25 per hour. Work conducted under the original pay rate covered 450.25 hours. Revised pay is \$70 per hour, not to exceed 720 additional hours.

The Housing Fellow will be responsible for the following:

1. Draft program frameworks for housing preservation and new construction
 - Assist Housing Strategist and GIS contractor in categorizing and inventorying land and buildings for housing development
 - Develop Accessory Dwelling Unit incentives
 - Draft program guidelines for homeownership assistance and preservation
2. Draft policy
 - Assist in developing tenant displacement ordinance
 - Assist in developing an Analysis of Impediments, as per the City's Affirmatively Furthering Fair Housing obligation
 - Draft local non-discrimination ordinance
 - Identify/explore state and federal policy changes to advocate for
 - Assist Planning & Building team on zoning code changes, as needed
3. Create a funding database and grant writing
 - Create database of funding opportunities, including philanthropic and federal funds
 - Write grants for relevant funding opportunities
4. Assist in development of outreach materials
 - Draft verbiage for social media posts, monitor public responses
 - Draft verbiage for educational pamphlets, progress reports, etc.
5. Assist in updating the Findings Summary of the HAP, by analyzing quantitative and qualitative data
6. Other tasks, as needed

Design Work Scope

The Housing Fellow's skills include material and graphic design. Since this is a different line item and pay rate than the Housing Fellow work, this work will be tracked separately. Pay is \$100 per hour, not to exceed 100 hours.

The Housing Fellow will assist in:

1. Housing Action Plan update and outreach. This includes virtual presentation materials, poster boards for open houses, and updating the HAP document.
2. Assistance in producing materials, such as educational pamphlets, progress reports, and training materials.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: March 3, 2023 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to approve professional services contracts 22840, 22841, and 22842 for consultant services related to Interim Ordinance 1234 revisions and supplemental staff support for the Comp Plan/Code Rewrite.

Recommended Motion:

I move to approve Contracts #22840, #22841, and #22842 with Economic and Planning Systems, Jacobs, and Holst.

Reasons for Recommendation:

- Per the discussions at the March 27, 2023, meeting, the Planning and Building Department will need consultants support to execute the evaluation of Interim Ordinance 1234 and implement the update to the Comprehensive Plan and Code Rewrite
- Each of the firms has technical expertise in their field to adequately support the city with best practices and experience.
- The department’s additional revenue will be sufficient to cover the increased professional services needs of the department.

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

Sustainability Impact:

None OR state impact here: Planning staff and consultants will review and recommend, where appropriate, inclusion of sustainability goals from the 2020 Sustainability Action Plan and 2014 Comprehensive Plan when developing regulations.

Financial Impact:

As discussed at the March 27, 2023 meeting with City Council, the department anticipated \$48,000 in professional services related to the interim ordinance and \$35,000 in supplemental staff support. Staff overestimated the cost of the architectural support and underestimated the financial feasibility analysis. As such the contracts total \$51,800 in professional services for the interim ordinance and \$35,000 in supplemental staff support as follows:

\$45,000 - Economic and Planning Systems - Commercial Demand Analysis and Feasibility Case Study

\$6,800 - HOLST – Architectural Resources

\$35,000 - JACOBS – Supplemental Staff Support

Attachments:

1. Contract #22840 – Economic and Planning Systems, Inc.

2. Contract #22841 – JACOBS

3. Contract #22842 - HOLST



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: 23079

To: 5983 ECONOMIC AND PLANNING SYSTEMS, INC 730 17TH ST SUITE 630 DENVER CO 80202	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/28/2023	bancona	bancona	Planning & Building	0	

Quantity	Description		Unit Price	Total
1.00	COMMERCIAL DEMAND ANALYSIS AND FINANCIAL FEASIBILITY STUDY	01-4170-4200	45,000.00	45,000.00
			SHIPPING & HANDLING	0.00
			TOTAL PO AMOUNT	45,000.00

 Authorized Signature



City of Ketchum

**Professional Services Agreement #22840
Economic and Planning Systems, Inc.**

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into effective as of _____ by and between Economic and Planning Systems, Inc (“Contractor”), a California Limited Liability Company and the City of Ketchum (“City”), an Idaho municipal corporation (collectively referred to as the “Parties”) with reference to the following facts:

RECITALS

- A. The City of Ketchum desires to understand the city’s inventory of commercial space in various asset classes and desires to understand the current utilization and future demand of that space.
- B. The City of Ketchum adopted Interim Ordinance 1234 in October of 2022 and seeks to make revisions to the ordinance in advance of final adoption in October of 2023. The ordinance included various development standards and requirements that may have influence over certain assumptions in development prop formas. The city desires to evaluate a case study within the community core and the elements of the interim ordinance that may have an impact on development pro formas.
- B. Contractor has the necessary technical expertise and project experience to complete the above referenced work.
- C. City desires to retain the services of Contractor and Contractor desires to provide the services, as set forth herein beginning on the effective date of this contract.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **Description of Services.** Contractor shall complete the tasks on the schedule as outlined in Exhibit A, attached hereto and incorporated herein by this reference (the “Services”).
- 2. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Contractor on a time and materials basis with an amount not to exceed forty-five thousand dollars (\$45,000) to be billed at the end of each month of service. City shall remit payment within 60 days from the date of invoice.
- 3. **Term – Month to Month.** This Agreement shall be effective for a period of one year from the signing date of Contract unless terminated as provided herein. The Parties hereby agree that in the event City, in its sole and exclusive opinion, City may terminate this Contract without penalty upon thirty (30) days written notice to the Contractor. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Contractor shall submit a report of expenditures

to the City. If this Agreement is terminated by the City as provided herein, Contractor shall be paid for the work performed prior to termination, less payment or compensation previously made.

4. **Independent Contract/No Partnerships or Employee Relationship.**

a. By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

b. In rendering the services contemplated by this Agreement, Contractor is at all times, acting as an Independent Contractor and not as an employee of the City. Contractor shall have no rights or obligations as an employee by reason of the Agreement, and City shall not provide Contractor with any employee benefits, including without limitation, any City-sponsored retirement, vacation or health insurance program.

c. City shall not exercise any control whatsoever over the manner in which Contractor performs the obligations contemplated herein.

d. Contractor may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

e. City shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Contractor. Contractor hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Contractor's failure to pay such payroll or employment taxes.

5. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

6. **Representations and Warranties by Contractor.** Contractor hereby represents and warrants to City as follows:

a. Contractor has the knowledge, experience, expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce materials, and to provide management of social media outlets, required by City.

b. Contractor hereby acknowledges that all writings and documents, including without limitation, email containing information relating to the conduct or administration of the public's business prepared by Contractor for City, regardless of physical form or characteristics, may be public records pursuant to Idaho Code Section 74-101 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

7. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.
9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement, or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.
10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of each of the legal successors, assigns, transferees, grantees and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.
11. **Mediation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.
12. **Attorneys' Fees and Costs.** In the event that any of the Parties is required to incur attorneys' fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney's fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.
13. **Entire Agreement.** This Agreement contains the final, complete, exclusive and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.
14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

17. **Interpretation.**

a. Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.

b. This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.

c. The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.

d. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.

18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.

19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** Contractor shall indemnify and hold harmless City and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any negligent act, error, or omission of Contractor or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted, or action taken by the City, directly or indirectly, in conjunction with this Agreement.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its

terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

CITY OF KETCHUM

Economic and Planning Systems, Inc.

Neil Bradshaw
Mayor

Name: _____

ATTEST:

Trent Donat
City Clerk



303 623 3557

epsys.com

Denver | Los Angeles | Oakland | Sacramento



About Economic & Planning Systems

Economic & Planning Systems, Inc. (EPS) is a land economics consulting firm experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use and conservation planning, and government organization.

EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services.

AREAS OF EXPERTISE

- ▶ Real Estate Economics
- ▶ Public Finance
- ▶ Land Use & Transportation
- ▶ Economic Development & Revitalization
- ▶ Fiscal and Economic Impact Analysis
- ▶ Housing Policy
- ▶ Public-Private Partnership (P3)
- ▶ Parks and Open Space Economics

Clients Served

Since 1983 EPS has provided consulting services to hundreds of public- and private-sector clients in Colorado and throughout the United States. Clients include cities, counties, special districts, multi-jurisdictional authorities, property owners, developers, financial institutions, and land use attorneys.

Staff Capabilities

The professional staff includes specialists in public finance, real estate development, land use and transportation planning, government organization, and computer applications. The firm excels in preparing concise analyses that disclose risks and impacts, support decision making, and provide solutions to real estate development and land use-related problems.

Real Estate Economics

EPS advances realistic and achievable land use and development programs with rigorous market and financial analysis.

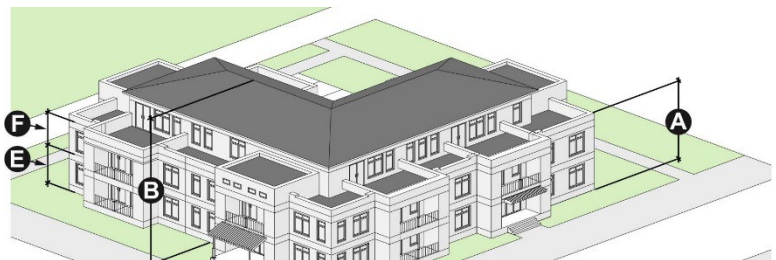
- Market Studies** – EPS provides a research-based assessment of market fundamentals to determine the viability of land use plans and real estate projects. Our analyses consider the full range of factors affecting real estate demand and supply, including socioeconomic trends, real estate performance, and consumer preferences. Our expertise covers the full range of real estate product types, including residential, retail, office, R&D, industrial, hospitality, and entertainment.
- Financial Feasibility Analysis** – EPS financial feasibility analyses evaluate the expected economic performance of real estate development projects, drawing on market research concerning product values, analysis of construction costs, and an understanding of investor objectives. Our feasibility work relies on pro forma cash flow models that test feasibility under a range of project alternatives, market assumptions, financing alternatives, partnership options, disposition strategies, and measures of financial return.
- Highest and Best Use Analysis** – EPS highest and best use analyses rely on market research and financial analysis to determine the most profitable use of a site, whether vacant land or an improved property. These studies consider the range of legally permissible and physically possible projects, assessing the likely market and financial performance of each viable land use option.

Project Profiles

Downtown Littleton Design and Zoning Guidelines

Littleton, Colorado

As part of an update to the City of Littleton’s design and zoning guidelines for the City’s downtown area, the City requested that EPS develop a financial model that could be used to better understand the impact of specific changes to the design and zoning guidelines on development feasibility. This analysis provided staff and the City Council with a more comprehensive understanding of the impact of specific design and zoning requirements on the feasibility of specific uses in the downtown area. EPS specifically tested the impact of alternative design requirements, such as setback and stepback, and zoning requirements, such as parking ratios, on development



DESCRIPTION	Baseline	Reduced Parking	Reduced Stepback	Reduced Parking and Stepback
Building Height	3-Story	3-Story	3-Story	3-Story
Parking Solution	Tuck Under / Surface	Tuck Under / Surface	Tuck Under / Surface	Tuck Under / Surface
Max stories within 20' of property line	2	2	3	3
Residential Parking Ratio	1.5/unit	1.0/unit	1.5/unit	1.0/unit
Retail Parking Ratio	5.0/1,000 sf	2.0/1,000 sf	5.0/1,000 sf	2.0/1,000 sf
Office Parking Ratio	N/A	N/A	N/A	N/A
Yield on Cost				
Target	6.23%	6.22%	6.17%	6.28%
Actual	5.93%	6.35%	5.96%	6.55%
Internal Rate of Return				
Target	9.20%	9.20%	9.15%	9.25%
Actual	8.62%	9.56%	8.78%	9.90%

feasibility for a range of uses. The results of this analysis allowed Council to fully understand the impact of specific regulations and align zoning and design guidelines with current market conditions in the downtown area.

Nashville Music Row TDR Feasibility Study

Nashville, Tennessee

EPS was contracted by the City of Nashville to study the feasibility of creating and utilizing a transfer of development rights (TDR) program in Music Row to preserve its rich history and present of more than 200 music-related businesses. Music Row is a national treasure, an official designation received from the National Trust for Historic Preservation, one of several agencies and community groups that have been working with Metro planners and Music Row stakeholders over the past three years to shape Music Row's future.

EPS made a series of 25 recommendations to the City leveraging best practices from TDR programs around the U.S., extensive market and economic analysis, and modeling of parcels within potential sending and receiving area scenarios. The recommendations gave guidance to the City on creating this regulatory tool, administrative procedures, a phasing of sending and receiving areas, an enhanced transfer ratio, guidance for documenting transactions, timing issues, potential zoning and market challenges, as well as a general gauge for likely pricing of development rights.

Boulder University Hill Feasibility Study

Denver, Colorado

The University Hill General Improvement District (UHGID) manages parking in the University Hill commercial district adjacent to the University of Colorado campus. UHGID had previously commissioned a study of the future build out of the University Hill area and concluded that additional parking would be needed to accommodate future growth. UHGID and the City of Boulder received an unsolicited proposal to develop one of UHGID's surface parking lots into a new parking garage with student oriented for-rent apartments above it. The City and UHGID engaged EPS to complete a feasibility analysis of the proposed project.

EPS evaluated the development proposal and designed a pro forma financial model to determine: 1) if the proposed project is feasible and provides a reasonable return to the City and the developer; and 2) what are the costs and benefits of building a parking garage through the proposed project as opposed to the City itself building the garage? Based on the analysis, the City determined there was a reasonable basis to move forward to negotiate a potential project with the developer. Since the initial review, the developer proposed a modified project due to zoning changes in the area that restrict student housing. EPS also reviewed the revised project proposal to assess return and impact on UHGID.

Project Understanding

The City of Ketchum adopted an interim ordinance (Ordinance 1234) in October of 2022. The ordinance is aimed at requiring development projects in certain zone districts to build a minimum density with amount of housing and commercial space to address housing needs in the community and achieve the vision for the community. The ordinance, so far, has been working successfully to produce greater housing density and housing units out of new development, but the impact on commercial space needs is unclear. The City is seeking to make the interim regulations permanent and wants additional analysis on the demand for commercial space in the City to support the ordinance requirements. The City also wants to help illustrate the impacts on development feasibility of the ordinance to address any barriers to development generated by the ordinance.

The City currently lacks reliable and comprehensive market data on commercial space to assess commercial conditions. To make an informed policy decision, the city is seeking a commercial demand analysis to assess needs of the community. The desired outcomes of the study are to:

- Develop an inventory of commercial space in the City.
- Data related to rental rates and vacancy rates of commercial space.
- Recommendations for how to create an on-going approach to tracking commercial space.
- An understanding of current demand for commercial space and estimate for future demand for commercial space based on historic growth rates.

The primary focus of the study is intended to be the “retail core” and “mixed-use core” areas of the city, which are the primary focus of Ordinance 1234. However, the City would also like to understand citywide commercial conditions and demand.

Additionally, the City wants to understand the impacts on feasibility of development projects impacted by the ordinance to address concerns of the ability to continue to build housing the City’s core. The City is planning to begin drafting a permanent ordinance in the summer with plans for seeking city council adoption in the fall. To support drafting, preliminary findings, at a minimum, are needed.

Scope of Work

The below scope of work was designed to address the city's needs and respond to the timing considerations.

Task 1 – Project Initiation and Outreach

EPS will meet with the city staff to gather all relevant data related to commercial space and infill development within the city. For commercial space, we will be building off the initial inventory being developed from county assessor data. EPS will also reach out to economic development, real estate brokers, and development professionals active in the city to obtain any available data. EPS will also utilize the Focus Group formed by the city related to Ordinance 1234 to gain input and feedback on the study.

Task 2 – Commercial Space Inventory

The following steps are envisioned to build the commercial inventory.

- The first step will be to build a data-based commercial space inventory for the City of Ketchum. EPS will build off of county assessor parcel data, available local real estate resources and listings, city business license data, and secondary data providers (such as CoStar and ESRI Business Analyst). A systematic approach to the inventory will be used and documented in order for the city or partner agency to maintain the inventory going forward. The inventory will be built using ESRI ArcMap GIS and Microsoft Excel. The inventory will have two primary areas of focus: the community core (inclusive of the retail core and mixed use core) and the rest of the city.
- The second step will include a site visit and tour to confirm visually and through interviews the initial inventory. Refinements to the inventory will be made based on the site tour.
- The third step will include vetting of the inventory with stakeholders in the community to address any additional issues and to gain feedback on on-going tracking of space in the city.
- The last step will be to document data related to rental rates and vacancy based on the inventory development. EPS may recommend the use and/or development of survey tool to track and document conditions over time.

Task 3 – Commercial Demand Analysis

The commercial demand analysis will assess the current demand for commercial space based on the existing household base, visitation totals, and employment based demand. The following steps are anticipated.

- Trade Area Definition - EPS will identify trade areas in order to estimate demand for the city and the community core. EPS anticipates assessing demand at the County, City, and Community Core geographies. The socioeconomic characteristics of the trade areas will then be profiled including population, households, income, housing tenure, employment by industry, hotel and "hot bed" inventory, and visitor data.
- Retail Sales Flows and Commercial Demand - EPS will first estimate the total retail spending potential of the trade areas, which will be based on household and visitor demand, and employment generated sales/demand. We will quantify existing sales flows in the county into and out of the city and community core including the number of sales captured by existing stores in each trade area by category and the number of unmet sales potentials represented by outflow or retail leakage.
- Future Retail/Commercial Demand - Additional retail sales and commercial space demand associated with new household and employment growth will also be estimated for a five and ten-year forecast period. The amount of additional retail space by store category supportable in the trade areas will then be estimated based on average sales per store and per square foot.

Task 4 – Infill Feasibility Analysis

To support the adoption of the permanent ordinance, EPS will model the financial feasibility of infill development projects subject to the ordinance. EPS will work with staff to identify two sites to create prototype development programs to test the impacts of the ordinance versus what was allowed prior to the ordinance.

Task 4.A – Market Inputs and Development Prototypes

Task 4.A will help establish basic proforma inputs and to gauge demand for different types of real estate. The following research and analysis is expected to be done.

- Growth trends and projections – Population, housing, and job trends and forecasts.
- Market inputs – Trends in and snapshots of home prices, rents, and vacancy levels.
- Recent development – Concise case studies of 2 to 4 recent development projects that typify the issues in the study.
- Market demand for possible building types – Estimate annual demand for attached and multifamily housing in the focus areas for feasibility modeling.
- Development costs – Estimates of hard costs (materials and labor) and soft costs (fees, financing costs, design and permitting costs), and parking costs for common construction types.

The market research will be summarized into a PowerPoint format for review and outreach to the development community. Stock imagery or local photographs will be used to enable people to visualize the building types.

Task 4.B – Proforma Models and Testing

Next, we will construct proforma feasibility models for the 2 prototypes. The proformas are expected to be static models, not time series models. A static model estimates costs, revenues, and financial performance at completion. For static proformas, the primary metrics will be profit (for-sale projects) and return on cost for income producing properties (net operating income divided by cost). EPS will reach out to local development community stakeholders to confirm proforma inputs and to vet findings to match with local market conditions and realities.

Task 5 – Final Reports and Commercial Space Inventory Database

EPS will develop two final deliverables. A final report for the commercial demand study will be created that will include a summary of the commercial space inventory, the methodology for developing the inventory and direction for how to maintain the inventory going forward and estimates of current and future commercial space demand. EPS will also provide a GIS based inventory of commercial space with associated data within Excel. The second deliverable will be a report documenting the findings of the infill development feasibility analysis.

Project Schedule

EPS proposes a five-month schedule for the project with a major mid-course milestone to support ordinance drafting using two project phases.

- The first phase (April through June) will focus on building an initial inventory and estimating current commercial space demand. EPS will work to develop an initial comparison of current commercial space demand with existing commercial space and business/retail mix. Estimates of future commercial demand will also be developed to assist with assessment requirements for commercial space in the ordinance. The infill development prototypes will be developed, including gathering all needed proforma inputs, in this phase in order to produce initial findings for review. EPS site tour will occur in this phase.
- The second phase (June through August) will focus on refining the inventory, finalizing an approach to maintaining the inventory, and completing the assessment of commercial market conditions in the city. Refinements to the financial feasibility models will also be made in this phase. The final deliverables will also be produced. EPS anticipates a workshop (or interviews) with a stakeholder group to vet the inventory and findings.

Estimated Budget

The following budget was developed based on above scope of work. EPS proposes to complete the scope of work on a time and materials basis with a not-to-exceed limit of \$45,000.

Table 1 Proposed Budget

Description	Principal Prosser	Vice President Shindman	Research / Production	Total
Billing Rate	\$250	\$195	\$95	
Labor				
Task 1 - Project Initiation and Outreach	8	8	0	\$3,560
Task 2 - Commercial Space Inventory	12	32	40	\$13,040
Task 3 - Commercial Demand Analysis	24	4	16	\$8,300
Task 4 - Infill Feasibility Analysis	24	32	24	\$14,520
Task 5 - Final Report and Inventory Database	6	6	4	\$3,050
Total Labor	74	82	84	\$42,470
Direct Expenses				
Travel	\$1,000	\$1,000	\$0	\$2,000
Data				\$530
Total Direct Expenses				\$2,530
Total Cost	\$19,500	\$16,990	\$7,980	\$45,000

Source: Economic & Planning Systems



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: 23078

To: 5737 JACOBS ENGINEERING GROUP, INC. PO BOX 5018713 ST LOUIS MO 63150-8713	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/28/2023	bancona	bancona	Planning & Building	0	

Quantity	Description	Unit Price	Total
1.00	SUPPLEMENTAL STAFFING SUPPORT 01-4170-4200	35,000.00	35,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		35,000.00

 Authorized Signature



MASTER PROFESSIONAL SERVICES AGREEMENT

CLIENT: City of Ketchum
ADDRESS: 191 5th Street West
Ketchum, ID 83340

SCOPE OF SERVICES: CLIENT hereby authorizes JACOBS to perform the engineering, procurement, consulting, and other professional services as authorized from time to time by written Task Orders issued by CLIENT and accepted by JACOBS, as evidenced by CLIENT’s and JACOBS’ signatures thereon (“Services”).

COMPENSATION: JACOBS will be compensated for Services as set forth in the Task Order, as priced on a Task Order basis.
DIRECT EXPENSES. JACOBS’ Direct Expenses shall be those costs incurred on or directly for each Task Order, including but not limited to necessary transportation costs including mileage at JACOBS’ current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.
OUTSIDE SERVICES. When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for JACOBS’ administrative costs.

The Parties agree to the “Provisions” provided on page 2 of this Master Professional Services Agreement (“Agreement”).

Accepted for **CLIENT**

Accepted for **JACOBS ENGINEERING GROUP INC.**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Lena Gandiaga
Title: Manager of Projects
Date: _____

PROVISIONS

1. **TASK ORDERS.** CLIENT shall engage JACOBS to perform engineering and other related professional services pursuant to this Agreement by issuing a Task Order to JACOBS. Each Task Order shall clearly state that it is issued pursuant to this Agreement and shall identify the scope of services to be performed by JACOBS, the schedule for performance of the Services, the method of pricing and/or compensation for Services (if different from the method provided for herein), and other matters as may be pertinent to the individual authorization. The terms of this Agreement shall supersede any standard or preprinted terms that may be attached to or referenced in any Task Order.

2. **WARRANTY.** JACOBS warrants that it shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If within twelve (12) months after completion of the Services, CLIENT can demonstrate that the Services fail to conform to such warranty, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs whether asserted under warranty, contract, tort or otherwise. JACOBS makes no other warranty, expressed or implied.

3. **ADDITIONAL SERVICES.** (a) Services in addition to those specified in the Task Order, will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in an Additional Services Authorization or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement to the contrary, JACOBS shall be entitled to an equitable adjustment in compensation and schedule for performing such additional services. (b) Unless the Additional Services Authorization specifies otherwise, the Additional Services will be priced under the terms of Appendix A.

4. **SALES TAX.** In addition to any other sums or amounts to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS any applicable sales, use, excise or other tax (other than any general income tax payable by JACOBS) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

5. .

6. **DISPUTES.** (a) All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief. (b) In the event legal action is brought by either party to enforce any of the obligations hereunder or arising out of any dispute concerning this Agreement, the breaching party shall pay the non-breaching party reasonable amounts for fees, costs and expenses as may be set by the court (c) This Agreement is governed by the laws of the state in which the Services are performed, without regard to its choice of law provisions.

7. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything to the contrary herein, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required, JACOBS may, with the consent of the other party, which will not be unreasonably withheld, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved, or JACOBS may request CLIENT to issue a Task Order in the name of such a related entity.

8. **PAYMENT TO JACOBS.** (a) JACOBS will issue monthly invoices for all Services. Invoices are due and payable net 30 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT, (b) CLIENT's failure to pay within the time required herein shall constitute a payment default. Without limiting any other available remedy, JACOBS may stop work or terminate this Agreement or any Task Order if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance. JACOBS shall have no liability for any delays resulting from or damages caused by such work stoppage or termination.

9. **CONSTRUCTION PHASE SERVICES.** (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences, or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

10. **COST ESTIMATES.** Any cost estimates provided by JACOBS will be on a basis of experience

and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

11. **SEVERABILITY.** If one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions shall not be impaired.

12. **FORCE MAJEURE.** Any delays in or failure of performance by JACOBS, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Jacobs, as the case may be, including but not limited to, acts of God or the public enemy; epidemic; pandemic; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes of the same class or kind as those specifically named above, which are not within the reasonable control of Jacobs. In the event that any event of force majeure as herein defined occurs, Jacobs shall be entitled to a reasonable extension of time for performance of its Service..

13. **INDEMNIFICATION.** JACOBS shall defend and indemnify CLIENT from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of third party claims for bodily injury (including death) and damages to tangible property to the extent caused by a negligent act or omission of JACOBS, its employee or subcontractant.

14. **INSURANCE.** During the term of this Agreement, JACOBS shall maintain insurance of the following types: (1) Workers' compensation in accordance with statutory requirements of the jurisdiction in which the Services are to be performed; (b) Employer's liability insurance in the amount of \$250,000; (c) Comprehensive General Liability Insurance subject to a limit for bodily injury and property damage combined in the amount of \$1,000,000 per occurrence; and (d) Automobile liability insurance subject to a limit for bodily injury and property damage combined in the amount of \$1,000,000 per occurrence.

15. **ELECTRONIC MEDIA.** (a) JACOBS may deliver electronic copies of documents or data ("Electronic Files") in addition to printed copies ("Hard Copies") for the convenience of CLIENT. CLIENT, its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

16. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.

17. **CLIENT OBLIGATIONS.** CLIENT shall provide JACOBS full information regarding CLIENT's requirements for all Services and shall provide information regarding existing facilities, such as drawings, as-built drawings, legal description, easements, rights of way, agreements with any utilities, or any other information in CLIENT's possession which is necessary or useful in connection with the Services. CLIENT shall appoint a representative that will have the authority to make decisions on behalf of CLIENT regarding the Services. CLIENT shall make decisions regarding the Services in a timely manner.

18. **DESIGN WORK PRODUCT.** JACOBS owns all right, title and interest in all documents created or delivered by JACOBS under this Agreement, including but not limited to all plans, specifications, drawings, CAD files, electronic data, software programs and the source code (collectively the "Design Work Product"). CLIENT is granted the right to use the Design Work Product for itself and for its other contractors, subcontractors as needed for the use, occupancy or maintenance of the completed project. In the event this Agreement is terminated for any reason other than solely as a result of a material breach by JACOBS, CLIENT's right to use the Design Work Product automatically terminates without notice or further action of JACOBS. Subject to CLIENT'S legal requirement to keep and maintain documents pursuant to the Idaho Public Records Act and Idaho Code, CLIENT shall return all Design Work Product to JACOBS within ten (10) business days of such termination.

Task Order No.: 1

Effective Date: March 27, 2023

This Task Order is entered into on the effective date noted above pursuant to the "Master Professional Services Agreement" between the City of Ketchum ("Client") and Jacobs Engineering Group Inc. ("JACOBS"), dated _____ ("Agreement"). The Agreement is incorporated herein and forms an integral part of this Task Order. However, in case of conflict, the terms of the Agreement shall control.

Services Authorized:

Client authorizes JACOBS to perform the Services described in Exhibit A attached hereto and incorporated herein.

Pricing:

XXX Time and Expense per Exhibit A

_____ Firm Fixed Price of \$ _____

_____ Other (Describe):

CLIENT

JACOBS ENGINEERING GROUP INC.

By: _____

By: _____

Title: _____

Title: Manager of Projects

Date: _____

Date: _____

TASK ORDER #1**STATEMENT OF SERVICES & ESTIMATED FEE****KETCHUM COMPREHENSIVE PLAN AUDIT & ZONING ORDINANCE REWRITE****OWNER'S REPRESENTATIVE & PROJECT MANAGER****March 29, 2023****Project Understanding**

The City of Ketchum intends to audit and update its comprehensive plan, develop a scope of work for the audit and update, and issue a request for proposals to perform the update along with the requisite public engagement. The update to the comprehensive plan is a necessary prelude to the intended rewrite of Titles 16 (Subdivision Regulations) and 17 (Zoning Regulations) of the city's Code of Ordinances and limited updates to Title 12 (Streets, Sidewalks, Public Utility Easements and Public Places) and Title 15 (Buildings and Construction). The city requests that Jacobs assists the city team in the execution of the comprehensive plan audit and update, and rewrite of the city Code of Ordinances by acting as the city's representative and project manager in the development of a scope of work, request for proposals, selection of a consultant, and the execution of the work. Roles and responsibilities of the representative/project manager may include:

- Act as project lead including meeting facilitation and direction of staff
- Management of the consultant work, project schedule and budget management including key milestone tracking and regular status reporting to the Planning and Building Director
- Work directly with the Senior Planner to coordinate project deliverables including interdepartmental coordination, preparation of engagement activities, research, and other project needs

Schedule

- The City's efforts noted above are intended to be completed over a three (3) year +/- time period beginning in March 2023; Jacobs will provide services described here on a scope-specific on-call type basis over a duration of time established based on funding authorization(s).
- It is anticipated that Jacobs will spend 8-10 hours weekly in the execution of this work, including at least one virtual internal coordination meeting per week with the Senior Planner.

Assumptions

- All meetings will occur virtually unless in person meetings are requested by the city. Travel expenses associated with such requests will be billed as direct expenses against the authorized not-to-exceed limit of this task order.
- Deliverable documents will be submitted electronically via email.

Cost

Jacobs will provide services described above on a time and materials basis with an initial not-to-exceed amount of \$35,000. Invoices will be submitted on a monthly basis in accordance with the Professional Services Agreement between Jacobs Engineering Group Inc. and the City of Ketchum dated _____, 2023. Invoices will be based on actual hours expended and bill rates attached, as well as authorized direct expenses.

Future Authorizations

Jacobs will prepare a proposed Supplemental Agreement to this Task Order (or a new Task Order, at the City's discretion) at such time that 90% of the authorized not-to-exceed budget has been expended and billed and/or as otherwise requested by the City. Neither party is obligated to extend this Task Order.



City of Ketchum

On-Call Professional Services Agreement

Labor Rate Schedule

Jacobs Engineering Group Inc.

Rates valid through December 31, 2023

Job Classification	Bill Rate (per hour)
<i>Administrative / Technical Writer</i>	
Junior	\$ 60.00
Senior	\$100.00
<i>CAD / GIS / Graphics</i>	
Junior	\$ 80.00
Mid-Level	\$ 120.00
Senior	\$ 150.00
<i>Professional</i>	
Intern	\$ 60.00
Junior	\$ 95.00
Mid-Level	\$ 160.00
Senior	\$ 195.00
Specialist/Expert	\$ 245.00
Sr. Expert	\$315.00

“Professional” classifications include planners, urban designers, engineers, architects, scientists, project managers, project controls and other similar professional consultants.

Jacobs will escalate rates at 4% each calendar year (or update the rate schedule as mutually agreed by both parties) throughout the duration of the term of services for the agreement.

Daren Fluke joined Jacobs in 2020 as a Senior Planner and Project Manager. He has thirty years of experience as a community planner specializing in transportation and land use. He is currently working for a variety of local governments including the cities of Hailey, Sun Valley, Sandpoint, and Ontario as well as the counties of Blaine, Ada, and Elmore. Prior to joining Jacobs, Daren led the Comprehensive Planning team at City of Boise for 7 years, delivering plans, projects, and initiatives such as the Transportation Action Plan, Grow our Housing, Energize our Neighborhoods, the State Street TOD Plan, and the city's first protected bike lanes. Prior to that he spent 12 years as a consultant leading projects for public and private sector clients where his portfolio included the design and entitlement of complex land development projects, zoning ordinance rewrites, and a wide variety of land use and transportation plans. He graduated from the University of Oregon with degrees in Geography and Environmental Studies, is a member of the American Institute of Certified Planners, a board member of the Treasure Valley Cycling Alliance, and a three-term past president of the Idaho Chapter of the American Planning Association.



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: 23077

To: 5975 HOLST 123 NE 3RD AVE PORTLAND OR 97232	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/27/2023	bancona	bancona	Planning & Building	0	

Quantity	Description	Unit Price	Total
1.00	ARCHITECTURAL SERVICES RELATED TO EVALUATION OF INTERIM ORDANCE 1234 01-4170-4200	6,800.00	6,800.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		6,800.00

 Authorized Signature

MORGAN LANDERS, AICP
DIRECTOR OF PLANNING & BUILDING
CITY OF KETCHUM
191 5TH STREET WEST
KETCHUM, ID 83340

03.24.2023

RE: PROPOSAL FOR SERVICES: CITY OF KETCHUM ORDINANCE 1234

Morgan and Abby,

Thank you for the opportunity to provide this proposal for Architectural Services. We are pleased propose the scope below to support The City as you analyze metrics in interim Ordinance 1234. We look forward to continuing our work with your team.

123 NE 3RD AVE.
SUITE 310
PORTLAND, OR
97232

HOLSTARC.COM

PROJECT SUMMARY

Holst will provide feasibility analysis for typical Ketchum Townsite lots by applying interim Ordinance 1234 standards to evaluate ground floor commercial square footage requirements, minimum residential density, and other application zoning requirements.

SCOPE OF SERVICES

FEASIBILITY STUDY:

TYPICAL COMMUNITY CORE 5500 SF INTERIOR AND CORNER PARCELS

- Apply Ordinance 1234 requirements with multiple topography scenarios.
 - Flat Lot
 - Sloping Lot - topography slopes down to the street
 - Sloping Lot - topography slopes up to the street
- Review of applicable regulatory requirements.
- Exploration and evaluation of massing/yield to analyze minimum residential density (section 4), the 55% ground floor commercial square footage requirement (section 11A), and other applicable zoning requirements such as parking for a typical site.
- Work with City of Ketchum staff to evaluate and refine feasibility analysis.
- Evaluate Ordinance 1234 for clarity.
- Create a final presentation package of site diagrams, massing options, Ordinance analysis and summary of findings for each typical site type.
- Schedule is anticipated to be the month of April 2023

FEE STRUCTURE

Our proposed fee for the scope outlined is lump sum as indicated in the table below. Holst will invoice monthly based on work complete. See Terms and Conditions for additional information.

SCOPE OF SERVICES	
ORDINANCE 1234 TEST FIT ANALYSIS	\$6,800

EXCLUSIONS AND CONDITIONS OF DESIGN

- Holst will work from survey documents provided by the City of Ketchum or other available sources.
- Civil, MEP and Structural Engineering services are not included.
- Landscape design services are not included.
- Traffic studies and coordination are not included.
- Permits, jurisdictional and system development fees are not included.
- Environmental and geotechnical reports are not included.
- Outsourced renderings if requested by Owner are not included.
- Land Use entitlement processes is not included.

TERMS AND CONDITIONS

This proposal is valid for 30 days commencing on the date of this document. Reimbursable expenses such as taxes, application/permit fees, travel, printing, and consultant fees shall be invoiced at cost plus 10%. Taxes include all state and local assessments, including the Oregon Corporate Activities Tax outlined under Oregon Laws 2019, chapters 122 and 579. All invoices will include a reimbursable expense using Holst's effective tax rate of 0.4% on all services, reimbursable expenses, and reimbursable consultant costs billed.

Invoices shall be payable within 30 days of the invoice date. Invoices not paid within 30 days of the invoice date shall be subject to interest at the rate of 1.5 percent per month. Invoices not paid within 60 days of the invoice date shall be considered substantial nonperformance on the part of the Owner and cause for suspension of performance of services or termination of services. Holst shall give seven days' written notice to the Owner prior to suspension or termination of services.

In the event of suspension of services, Holst shall have no liability to the Owner for delay or damage caused because of such suspension of services. Before resuming services, Holst shall be paid all sums due prior to suspension, including interest accrued. If the project is suspended for more than 30 consecutive days, Holst shall be compensated for actual expenses incurred in the interruption and resumption of services, if any. Holst's fees for the remaining services and the time schedules shall be equitably adjusted. Owner may cancel this engagement upon written notice to Holst if Owner pays all fees for

H O L S T

work completed and reimbursables incurred through the date of termination.

Holst shall be deemed the authors and owners of our respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Holst. In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases Holst from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless Holst from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service.

If any action is brought to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and expenses from the other party, in addition to any other relief to which the prevailing party may be entitled.

HOURLY RATES

Professional services shall be billed on an hourly basis according to the Rate Schedule currently in effect. The current Holst Hourly Rates are attached to this proposal. Holst Architecture reserves the right to adjust hourly rates on an annual basis.

AGREEMENT

If this proposal meets with your approval, please sign a copy of this proposal that will serve as your authorization for Holst to proceed with work.

Accepted by Owner:

CITY OF KETCHUM

DATE

If you have any questions or require additional information, please contact me directly.

Sincerely,



RENÉE STRAND, AIA
HOLST ARCHITECTURE

H O L S T

2023 RATE SCHEDULE

Work performed by Holst Architecture will be billed monthly according to the current rate schedule in effect at the time of the work performed.

PERSONNEL CHARGES

123 NE 3RD AVE.
SUITE 310
PORTLAND, OR
97232

HOLSTARC.COM

Principal	\$220.00/hour
Project Manager	\$180.00/hour
Project Designer	\$180.00/hour
Project Architect	\$180.00/hour
BIM Coordinator	\$180.00/hour
Inclusive Design Facilitator	\$150.00/hour
Architect / Designer	\$130.00/hour
Project Accountant	\$180.00/hour

EFFECTIVE THROUGH DECEMBER 2023



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: April 3, 2023 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to hold a public hearing and approve the Crossbuck West Phased Development Agreement #22833.

Recommended Motion:

I move to approve the Crossbuck West Phased Development Agreement #22833.

Reasons for Recommendation:

- The City of Ketchum approved a Design Review application (P21-048) and Townhouse Preliminary Plat (P21-049), for two detached townhomes on the Property, on August 24, 2021 and September 7, 2021 respectively. A phased development agreement was not requested at the time of preliminary plat approval.
- The city issued individual building permits for subplot 2A (B21-106) and subplot 2B (B21-086). Both sublots are currently under construction, however, one lot is progressing more quickly than the other.
- The phased development agreement would permit a final plat to be filed with the city for approval following issuance of a certificate of occupancy for the first townhouse unit, rather than requiring a certificate of occupancy for both units prior to approval of a final plat.
- The Planning and Zoning Commission recommended approval of the phased development agreement after holding a public hearing at their March 8, 2023 meeting.

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

Pursuant to KMC 16.04.110.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." A townhouse preliminary plat was approved for the development on September 7, 2021, which included all the requirements of 16.04.030.

According to the applicant, development of subplot 2B will be completed first, followed by subplot 2A a few months later. The draft Phased Development Agreement includes maintenance responsibilities, a construction and completion schedule, and process requirements for filing of the townhouse final plat. Per the conditions of approval of the design review, the project is responsible for the long-term maintenance of the alley, also known as Crossbuck Lane. A separate Alley Maintenance Agreement is required and will be prepared for review and approval of the City Council prior or in conjunction with recording of the final plat.

Sustainability Impact:

Approval of the phased development agreement would not limit the city's ability to achieve the goals of the Sustainability Action Plan.

Financial Impact:

None OR Adequate funds exist in account:

No financial assistance is being requested by the applicant

Attachments:

1. Crossbuck West Phased Development Agreement #22833

<p>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</p> <p>City Clerk, City of Ketchum PO Box 2315 Ketchum Idaho, 83340</p>	
---	--

(Space Above Line For Recorder’s Use)

**CROSSBUCK WEST TOWNHOMES
PHASED TOWNHOUSE SUBDIVISION AGREEMENT #22833**

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT (“Agreement”) is made and entered into as of the ___ day of _____ 2023, by and between the City of Ketchum, an Idaho municipal corporation (“City”) and William Wyatt, Joan Wyatt, Brad Dufur, and Cyndi Dufur, owners of real property (“Owners”).

RECITALS

WHEREAS, Owners owns certain real property legally described as Lot 2A, Blk 67 of Ketchum Townsite, according to the official plat recorded under Instrument Number 658996, on file in the office of the County Recorder of Blaine County, Idaho (the “Property”); and

WHEREAS, City approved a Design Review application (P21-048) and Townhouse Preliminary Plat (P21-049), for two detached townhomes on the Property, on August 24, 2021 and September 7, 2021 respectively. A phased development agreement was not requested or approved at the time of approval of the townhouse preliminary plat.

WHEREAS, City issued individual building permits for sublots 2A (B21-106) and subplot 2B (B21-086), and both sublots are currently under construction.

WHEREAS, Owners requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code as the completion of the two units will not be simultaneous and the Owners desires to record the final plat for both townhomes prior to completion of the second unit.

WHEREAS, the approved townhouse preliminary plat, establishing two townhome sublots noted as 2A and 2B (the “Townhouse Preliminary Plat”) is included as Exhibit A.

WHEREAS, Owners propose to construct all required right-of-way infrastructure improvements, alley improvements, and water and sewer utility services for each subplot as shown on Exhibit B (the “work”). All required improvements will be constructed to City standards and will be inspected for such compliance.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Maintenance Responsibilities.

A. *Owners.*

(1) *Water Service Lines.* Owners and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private service lines serving each subplot from the private water main that runs between Lots 1A and 2A. Maintenance of the private water main is pursuant to plat note 3 of the final plat for Lot 2A recorded under instrument number 658996, and the Construction Phasing Agreement recorded under instrument number 657569.

(2) *Sewer Service lines.* Owners and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private sewer service lines serving each subplot from the public sewer mains located in 7th Street and between Lots 1A and 2A. The public sewer line is as noted on plat note 4 of the final plat for Lot 2A recorded under instrument number 658996.

(3) *Alleyway.* Owners and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the alleyway serving both sublots. A separate Alley Maintenance Agreement must be approved by City Council concurrent with the Townhouse Final Plat. The Alley Maintenance Agreement must be recorded prior to or in conjunction with recording of the Townhouse Final Plat and shall be referenced by note on the Townhouse Final Plat.

2. Construction and Completion Schedule.

- A. Each townhouse unit shall be completed no later than three years from the date of issuance of a building permit for the townhouse unit, as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.
- B. Prior to issuance of a Certificate of Occupancy for the first detached townhouse unit, each subplot shall be adequately served by both water and sewer services as generally depicted on Exhibit B, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.

- C. Prior to obtaining Certificate of Occupancy for the first townhouse unit, the following improvements as generally depicted on Exhibit B shall be completed and/or extended to both Sublots:
- (1) Dry utility services (power, gas, cable, etc); and
 - (2) All hardscape pathways and access points for adequate and safe egress from the units; and
 - (3) Right-of-way improvements to 7th Street and the alleyway, consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards, completed and installed to the satisfaction of the City Engineer; and
 - (4) Water and sewer services serving both sublots; and
- D. Prior to obtaining a Certificate of Occupancy for the last detached townhouse unit, all landscaping as generally depicted in Exhibit C shall be installed.
- E. Pursuant to Ketchum Municipal Code, Title 16.04.040.C, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the City, the City Council may accept, in lieu of any or all of the required improvements, a performance bond filed with the City Clerk to ensure actual construction of the required improvements as submitted and approved. Said performance bond shall be provided per the terms of Title 16.04.040.C and pursuant to the following conditions:
- a. All outstanding improvements must be complete no later than June 1, 2023.
 - b. In the event alleyway improvements are not complete, Owners are responsible for:
 - i. Ensuring the gravel road surfaces are maintained and the full smooth width with no potholing are available as shown on Exhibit B for emergency access for the duration of the time the gravel surface remains unpaved. Egress from the gravel roads to existing paved roads shall be cleaned and maintained on a regular basis in order to mitigate gravel and other debris from being tracked onto the existing paved roadways.
 - ii. Ensuring that all streets and alleys are kept free and clear of any obstructions for emergency vehicle access at all times. Any significant access issues shall be brought to the attention of the city in advance. All construction-related vehicles and equipment, such as cranes, waste dumpsters, etc., shall be located entirely on the property (i.e. not in roadway or public right-of-way), unless granted approval by the city. All

construction-related activities shall adhere to the project's Construction Activity Plan.

- iii. Providing a stamped letter from a licensed engineer stating the installed roadway section is (2" minus and 3/4" material) will support an 80k lb fire truck load prior to paving.
 - iv. Providing the quality control documentation (subbase and base materials) for the alley outlined in building permit approval item #5.
3. Townhouse Sublot Final Plat. The City agrees to accept and process a townhouse final plat application, for both sublots, for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 2A should Owners comply with all above recitals.
4. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owners may assign and transfer its maintenance responsibilities and obligations under this Agreement to an owner's association.
5. General Provisions.
- A. *Recitals and Construction.* The City and Owners incorporate the above recitals into this Agreement and affirm such recitals are true and correct.
 - B. *Effective Date.* This Agreement is effective as of the date on which the last of the City and Owners execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.
 - C. *Owner Representations.* Owners represents and warrants to City that (a) Owners hold fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owners' authority to make and execute this Amendment.
 - D. *Neutral Interpretation.* City and Owners acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.
 - E. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed, the same being done after public notice and statutory requirements having been fulfilled.

“CITY”:

CITY OF KETCHUM,
an Idaho municipal corporation

By: _____
Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

“OWNERS”:

By: _____
William Wyatt

By: _____
Joan Wyatt

By: _____
Brad Dufur

By: _____
Cyndi Dufur

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR OWNER

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared WILLIAM WYATT, known to me to be the owner of certain real property at Lot 2A, Blk 67 of Ketchum Townsite, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR OWNER

STATE OF _____)
) ss.

COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared JOAN WYATT, known to me to be the owner of certain real property at Lot 2A, Blk 67 of Ketchum Townsite, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR OWNER

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared BRAD DUFUR, known to me to be the owner of certain real property at Lot 2A, Blk 67 of Ketchum Townsite, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR OWNER

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared CYNDI DUFUR, known to me to be the owner of certain real property at Lot 2A, Blk 67 of Ketchum Townsite, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of _____

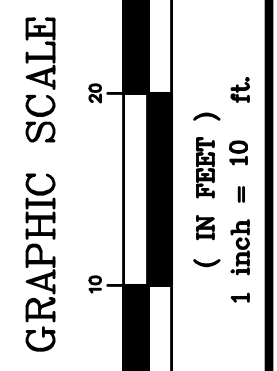
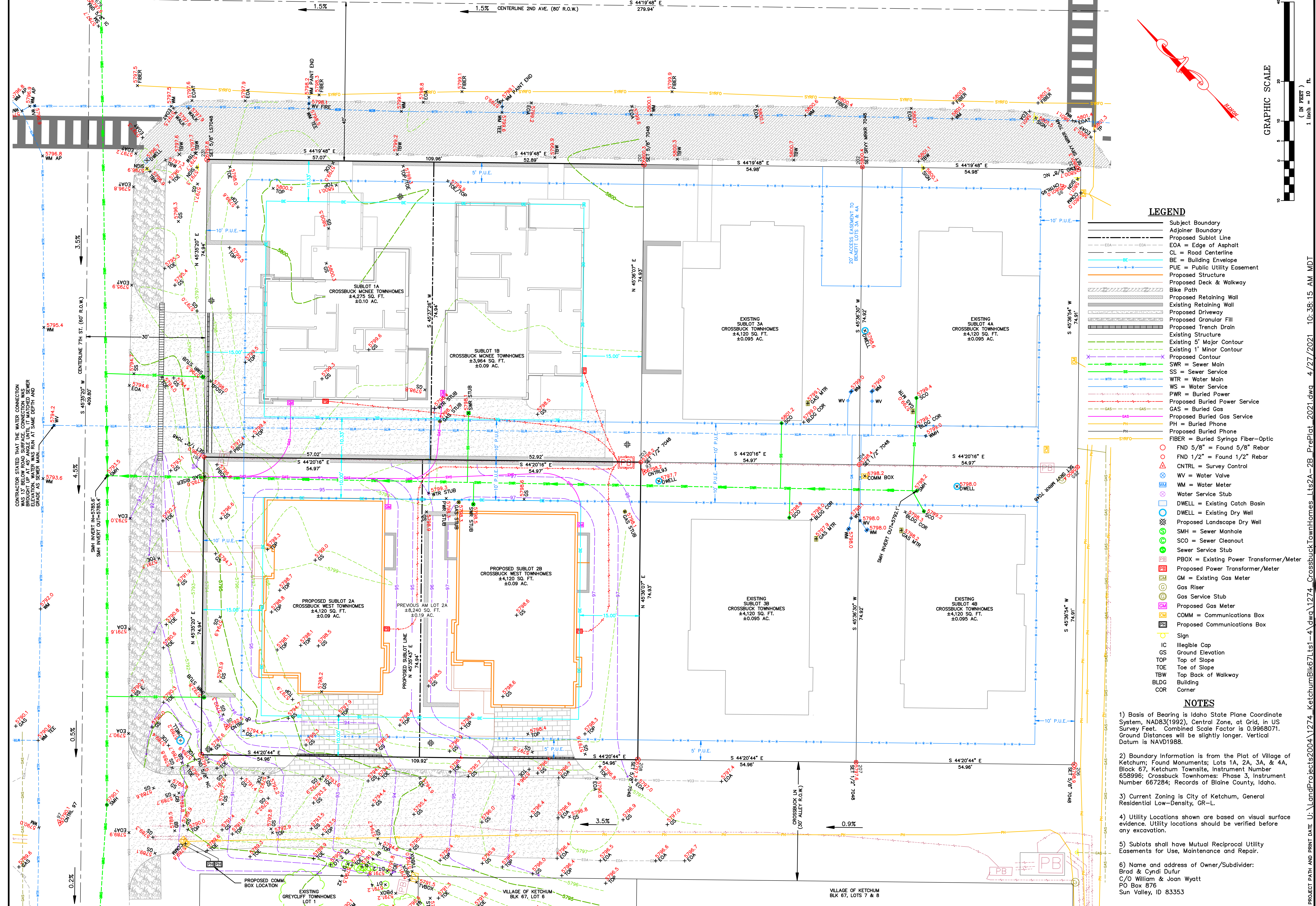
Residing at _____

My Commission Expires _____



City of Ketchum

Exhibit A: Townhouse Preliminary Plat



LEGEND

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

NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.998071. Ground Distances will be slightly longer. Vertical Datum is NAVD1988.
- 2) Boundary Information is from the Plat of Village of Ketchum; Found Monuments; Lots 1A, 2A, 3A, & 4A, Block 67, Ketchum Townsite, Instrument Number 65896; Crossbuck Townhomes: Phase 3, Instrument Number 667284; Records of Blaine County, Idaho.
- 3) Current Zoning is City of Ketchum, General Residential Low-Density, GR-L.
- 4) Utility Locations shown are based on visual surface evidence. Utility locations should be verified before any excavation.
- 5) Sublots shall have Mutual Reciprocal Utility Easements for Use, Maintenance and Repair.
- 6) Name and address of Owner/Subdivider:
 Brad & Cyndi Dufur
 C/O William & Joan Wyatt
 PO Box 876
 Sun Valley, ID 83353

PROJECT PATH AND PRINT DATE U:\LandProjects\2004\1274_KetchumBlk67\1-4.dwg\1274_CrossbuckTownHomes_Lts2A-2B_PrePlat_2021.dwg 4/27/2021 10:38:15 AM MDT

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

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

NO	DATE	BY
1	06Apr21	Smith
1	24Apr21	AHN

REVISIONS
 Added Utility Easement Note, Changed PUE Color
 Grading Updates Added

Sheet 1 of 1



City of Ketchum

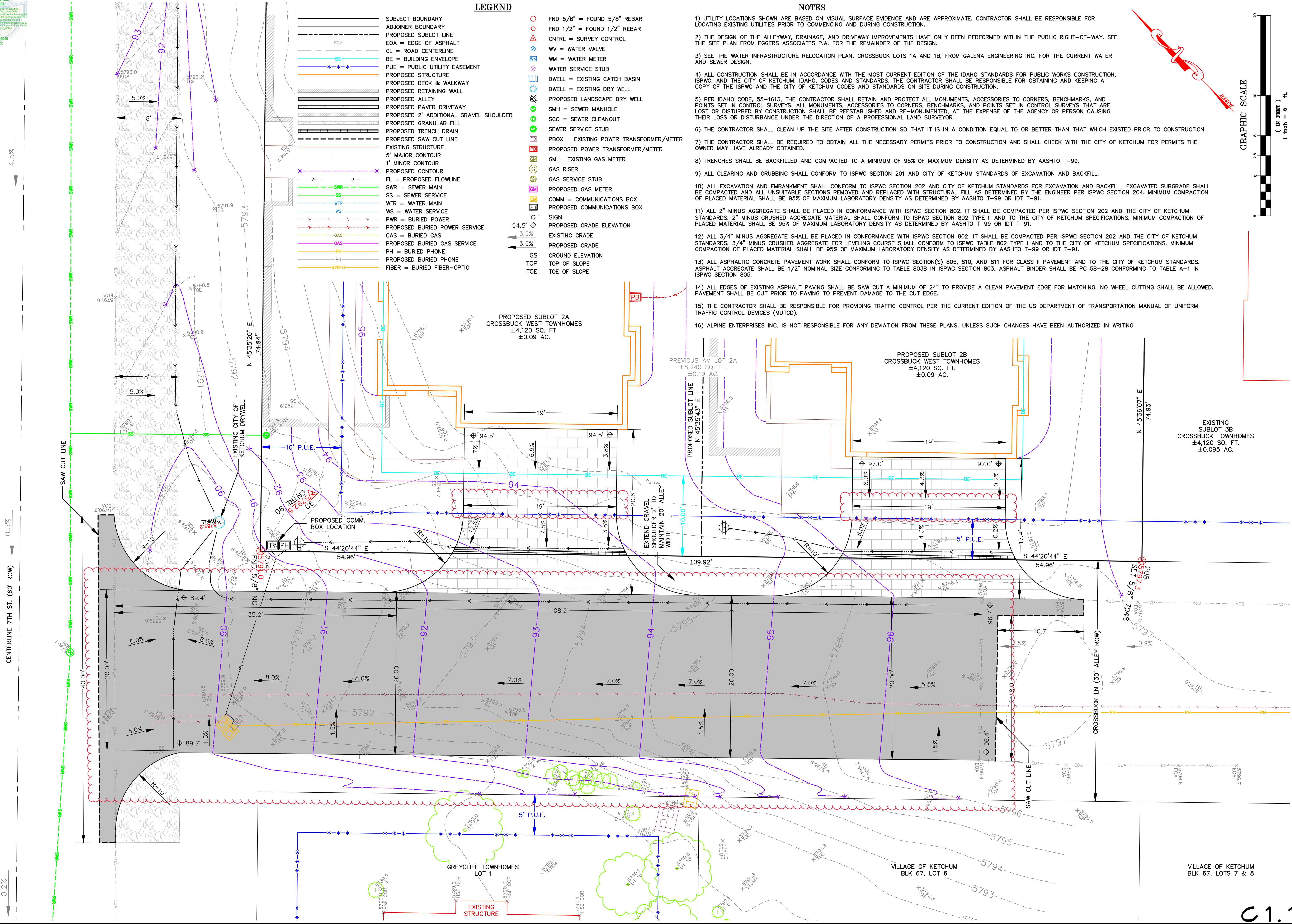
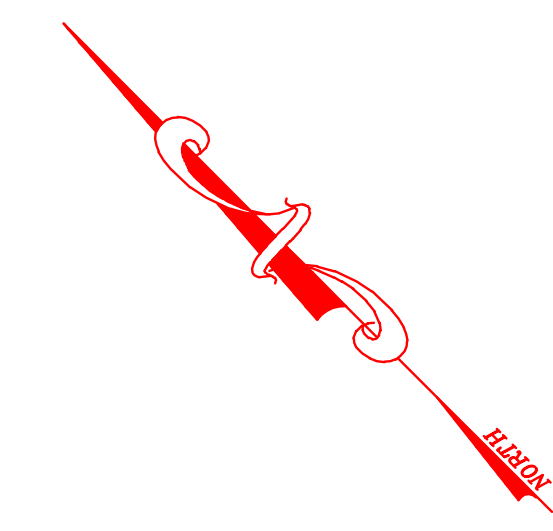
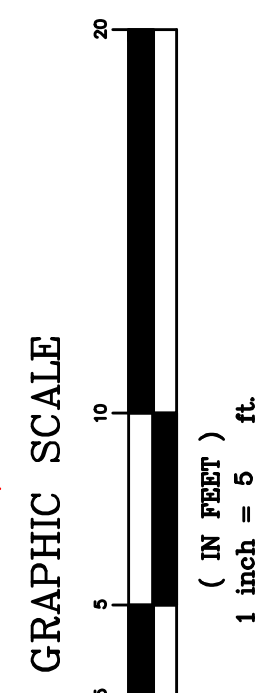
Exhibit B: Right-of-Way Improvements Plans

LEGEND

- SUBJECT BOUNDARY
- ADJOINER BOUNDARY
- PROPOSED SUBLOT LINE
- EOA = EDGE OF ASPHALT
- CL = ROAD CENTERLINE
- BE = BUILDING ENVELOPE
- PUE = PUBLIC UTILITY EASEMENT
- PROPOSED STRUCTURE
- PROPOSED DECK & WALKWAY
- PROPOSED RETAINING WALL
- PROPOSED ALLEY
- PROPOSED PAVEMENT DRIVEWAY
- PROPOSED 2' ADDITIONAL GRAVEL SHOULDER
- PROPOSED GRANULAR FILL
- PROPOSED TRENCH DRAIN
- PROPOSED SAW CUT LINE
- EXISTING STRUCTURE
- 5' MAJOR CONTOUR
- 1' MINOR CONTOUR
- PROPOSED CONTOUR
- FL = PROPOSED FLOWLINE
- SWR = SEWER MAIN
- SS = SEWER SERVICE
- WTR = WATER MAIN
- WS = WATER SERVICE
- PWR = BURIED POWER
- PROPOSED BURIED POWER SERVICE
- GAS = BURIED GAS
- PROPOSED BURIED GAS SERVICE
- PH = BURIED PHONE
- PROPOSED BURIED PHONE
- FIBER = BURIED FIBER-OPTIC
- FND 5/8" = FOUND 5/8" REBAR
- FND 1/2" = FOUND 1/2" REBAR
- △ CNTRL = SURVEY CONTROL
- ⊕ WV = WATER VALVE
- ⊕ WM = WATER METER
- ⊕ WSR = WATER SERVICE STUB
- ⊕ DWELL = EXISTING CATCH BASIN
- ⊕ DWELL = EXISTING DRY WELL
- ⊕ PROPOSED LANDSCAPE DRY WELL
- ⊕ SMH = SEWER MANHOLE
- ⊕ SCO = SEWER CLEANOUT
- ⊕ SEWER SERVICE STUB
- ⊕ PBOX = EXISTING POWER TRANSFORMER/METER
- ⊕ PROPOSED POWER TRANSFORMER/METER
- ⊕ GM = EXISTING GAS METER
- ⊕ GAS RISER
- ⊕ GAS SERVICE STUB
- ⊕ PROPOSED GAS METER
- ⊕ COMM = COMMUNICATIONS BOX
- ⊕ PH = PROPOSED COMMUNICATIONS BOX
- ⊕ SIGN
- ⊕ PROPOSED GRADE ELEVATION
- 3.5% EXISTING GRADE
- 3.5% PROPOSED GRADE
- ⊕ GS GROUND ELEVATION
- ⊕ TOP TOP OF SLOPE
- ⊕ TOE TOE OF SLOPE

NOTES

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



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

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

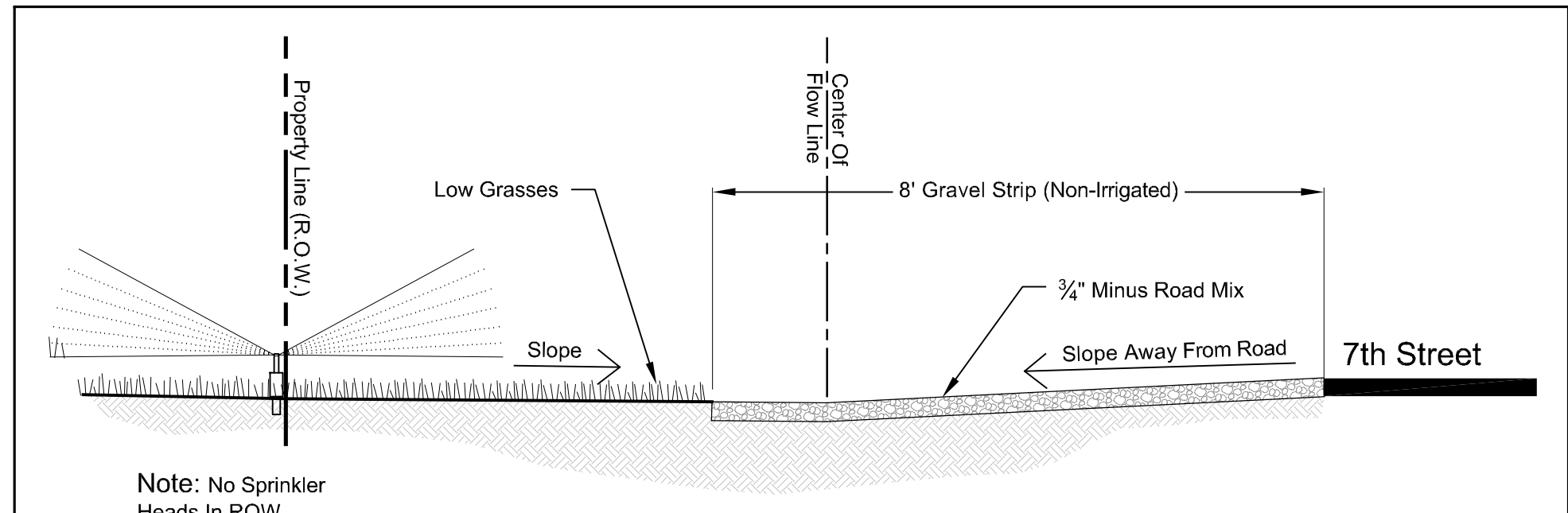
PROFESSIONAL ENGINEER
10275
08N0121
STATE OF IDAHO
ALLEY NEE

NO	DATE	BY

PROJECT PATH AND PRINT DATE: U:\LanProjects2004\1274_KetchumBlk67\1-4.dwg\1274_CrossbuckTownHomes_Lts2A-2B-CivilROW_2021.dwg 11/8/2021 4:34:18 PM MST

Sheet 1 of 3

C1.1



Cross Section A - Right Of Way Scale: 1/2" = 1' - 0"

- A. Material shall be pervious/permeable to allow drainage
- B. Surface must allow for vehicle parking and be consistent along the entire property frontage
- C. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking
- D. Grading and drainage improvements as required by City Engineer - Minimum 5% slope
- E. No obstructions, such as boulders or berms
- F. No buried irrigation systems within the first eight (8) feet from the edge of asphalt (Street) Subsurface irrigation lines are permitted beyond the first eight (8) feet, however pop up heads are not permitted anywhere in the ROW.
- G. No live plant material within the first eight (8) feet from edge of asphalt (Street) Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.
- H. No snow-melt system (other than driveway)

Grading Plan Notes

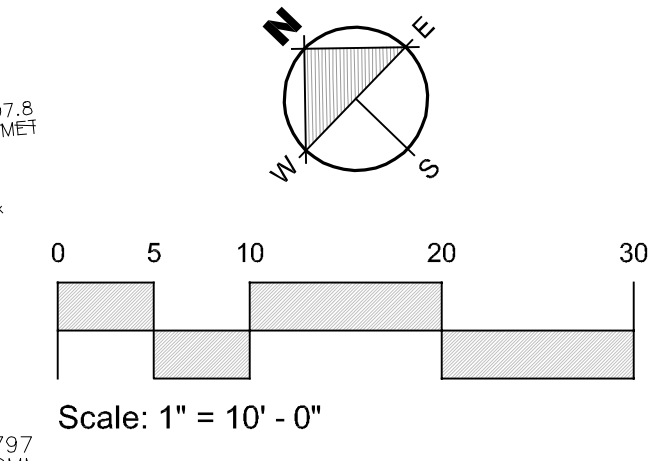
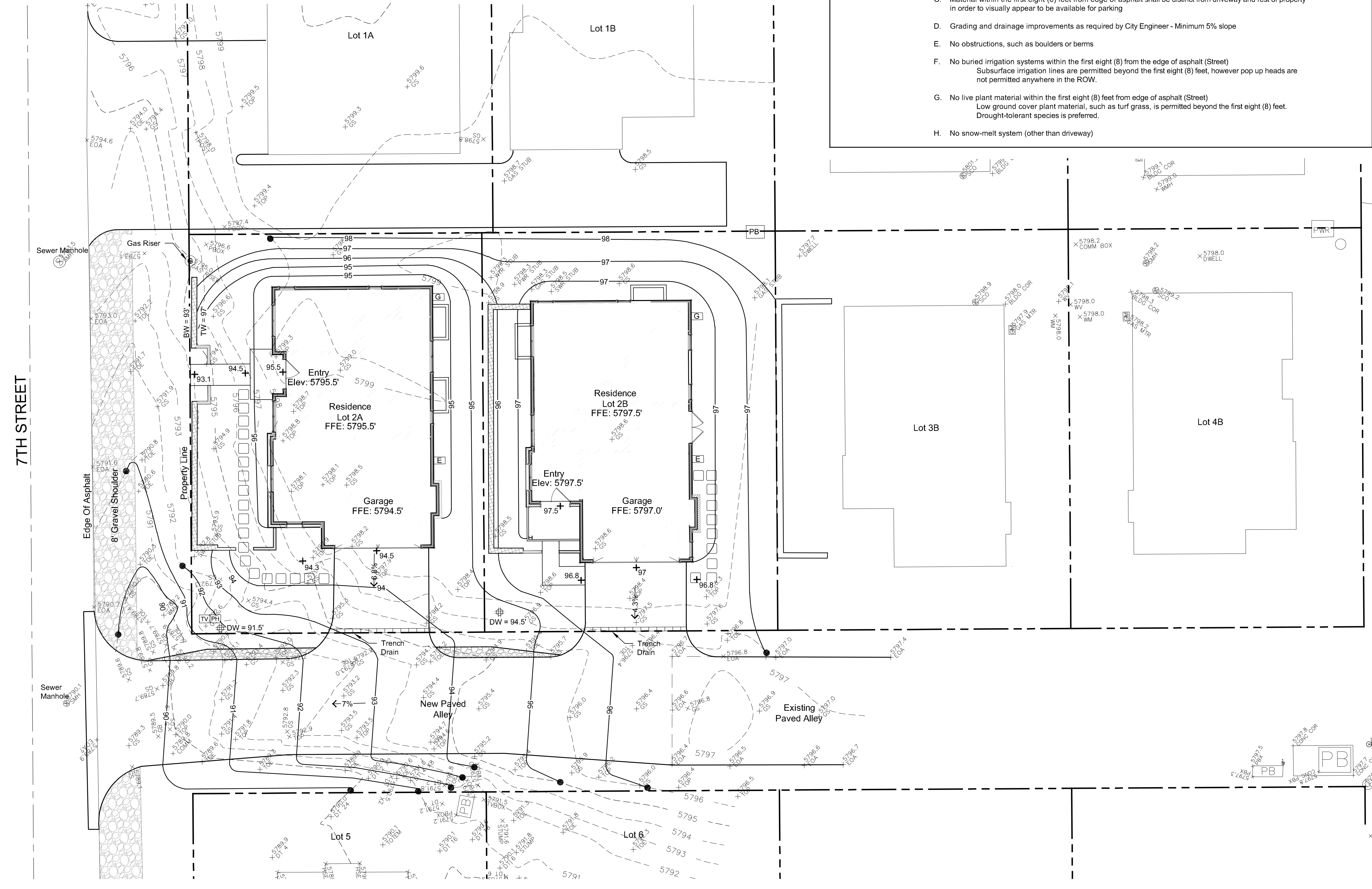
1. Landscape architect shall review grading on site prior to completion.
2. Topsoil shall be imported for all lawn and bed areas at depth of 4".
3. Any topsoil shall be retained with vegetation for use in reestablishing new natural areas.

Plan Legend

---	Property Line
- - - 5787 - - -	Existing Contour
● - 95 -	Proposed Contour
[Hatched Box]	Proposed Concrete Wall
[X-X-X-X Box]	Proposed Gabbion Wall
[Dashed Line]	Trench Drain
[PB] [G]	Utilities
X 92.7	Existing Spot Elevations
⊕	Landscape Drywell
2% Slope D →	Proposed Drainage Direction With Slope Percentage
+ 92.5'	Proposed Spot Elevations

Notes:

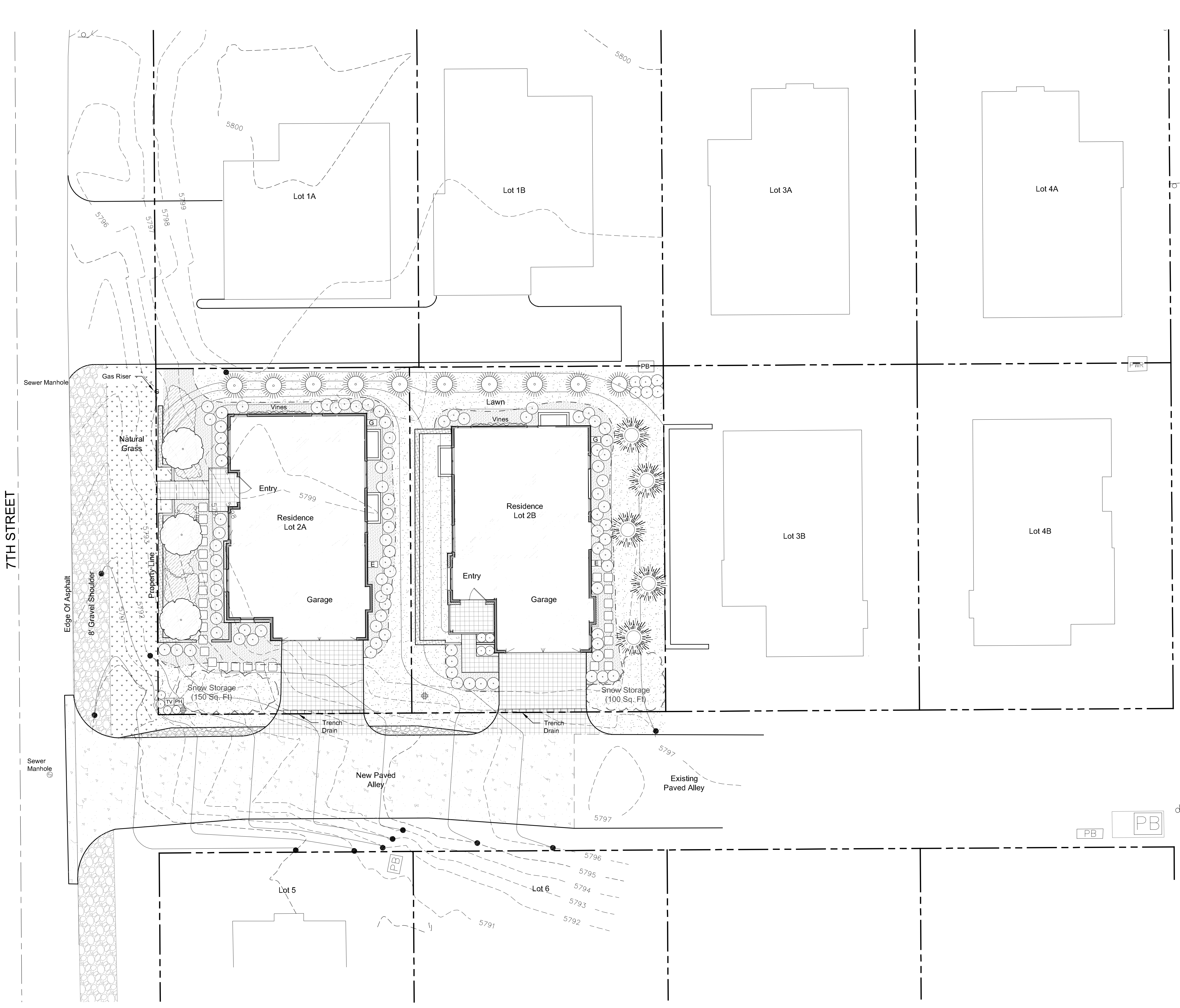
- 1) See Civil Plans For All Work In Right Of Way
- 2) See Civil Plans For Water And Sewer Design





City of Ketchum

Exhibit C: Landscape Plan



Landscape Plan Notes

1. All Disturbed areas shall be revegetated and irrigated with an automatic underground sprinkler system.
2. All planting beds to have 3" cover of bark or compost mulch.
3. Trees shown at approximately 2/3 mature diameter.
4. All utilities are underground and shall be located prior to any work.

Plan Legend

---	Property Line
- - - 5787 - - -	Existing Contour
●	Proposed Contour
▬	Proposed Concrete Wall
▬	Proposed Gabion Wall
PB G	Utilities
▬	Pavers
▬	Decorative Gravel 3/8" Chip
⊕	Landscape Drywell

Plant Legend

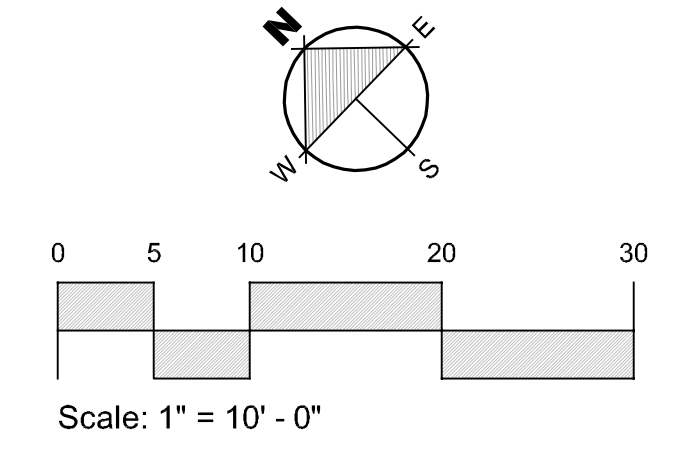
Symbol	Qty.	Description	Size
☀	5	Conifer Trees Alpine Fir Lodgepole Pine	12' & 14'
☀	3	Deciduous Trees Flowering Crab	3" Cal.
☀	12	Mugo Pines	6"
☀	104	Deciduous Shrubs Various	1 gal.
☀	300 Sq. Ft.	Perennials/ Groundcover Various	1 gal. & Flats
☀	2,500 Sq. Ft.	Grasses Lawn Mix	Sod
☀	800 Sq. Ft.	Nastural Grasses Cabin Mix	Hydroseed

Snow Storage

Description	Square Footage
Proposed Driveways	750
	x 30%
Required Snow Storage	225
Proposed Snow Storage	250

Notes:

- 1) See Civil Plans For All Work In Right Of Way
- 2) See Civil Plans For Water And Sewer Design



Crossbuck West

EGGERS ASSOCIATES, P.A.
 Landscape Architecture

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

P.O. Box 973
 Ketchum, ID 83740

Crossbuck West Townhomes
 Lot 2A Block 67
 Ketchum, Idaho

Job No: 21.02

Scale: 1" = 10' - 0"

Issue/Revisions:	Date:
Design Review	05/26/21
RVSD	05/10/21
RVSD	06/15/21

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

Sheet Title:
Landscape Plan

Sheet No:
L3.0



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: April 3, 2023 Staff Member/Dept: Jade Riley/Administration

Agenda Item: Recommendation to hold the Third Reading of Ordinance #1246 – Idaho Power Franchise Agreement and Approval of Clean Energy Cooperation Statement

Recommended Motion:

- Motion 1: "I move approval of the third reading of Ordinance #1246 by title only"
Motion 2: "I move approval of Ordinance #1246 and of the Clean Energy Cooperation Statement"

Reasons for Recommendation:

- The new franchise contains improvements for the following policy areas:
- Public right-of-way coordination
- Private development coordination/standards
The Clean Energy Cooperation Statement aligns with the Council's established clean energy goals
The long-term franchise agreement will enable the city to continue to collect the franchise fee to fund the Capital Improvement Plan

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

Idaho state law (50-342) authorizes cities to either directly produce power and distribute to residents or to franchise that authority to another service provider. State law (50-328) further outlines the city's ability to regulate the permitting and placement of utility transmission systems within public rights-of-ways and public spaces.

Key changes from previous franchise agreement (due to numerous changes in the document, tracked changes were difficult to follow):

- Section 4: new language outlines the need for an MOU, which details expectations for activity within the public right of way. The goal would be to only require Idaho Power to complete an encroachment permit should they desire to deviate from the standards outlined in the MOU.
Section 5: new language reinforces that Idaho Power must comply with the approved conditions for utility work on private property approved via the city's planning and zoning process.
Section 7: new language that references the creation and execution of a Clean Energy Cooperation Statement. Staff initially requested this language to be contained in the franchise. Idaho Power stated it was not willing to do so as they felt it is was not within the legal spirit of the franchise agreement.

4. **Section 8:** updated language to improve the coordination of street light management.
5. **Section 9:** new language to improve on energy consumption data reports.
6. **Section 17:** updated language regarding arborist standards for vegetation management.
7. **Section 18:** new language regarding alternative forms of power generation by the city.

Sustainability Impact:

Clean Energy Cooperation Agreement focuses on partnership with Idaho Power to achieve the city and county's clean energy goals.

Financial Impact:

None OR Adequate funds exist in account:

The city currently collects a three percent franchise fee. The ten-year extension will ensure those fees continue to be collected. The city has requested Idaho Power partner with the city and Idaho Transportation Department to develop a multi-year repayment agreement associated with undergrounding the power lines from Weyyakin to River Street in conjunction with the roadway improvements in 2025-26. Idaho Power has indicated it will entertain the request.

Attachments:

1. New Franchise Agreement
2. Clean Energy Cooperation Agreement
3. Previous Franchise Agreement

ORDINANCE NO. 1246

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A, GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF KETCHUM, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN (10) YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO THAT:

SECTION 1. The City of Ketchum, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the "Grantee") the right (subject to the rights of the City set forth in Section 18 hereof), privilege and franchise for a period of Ten (10) years from and after _____, however, with the right to amend by mutual agreement in accordance with Section 19, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 14 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways, and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement. Grantee's electric property and facilities will comply with all

{00322035.DOCX; 1}

present and future ordinances, regulations and policies of the City providing for construction of facilities, buildings and structures utilizing green or sustainable building and construction standards, provided such ordinances, regulations and policies are not in conflict with applicable regulations and standards of the Idaho Public Utilities Commission and Idaho Power Company construction standards.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. Relocation costs shall be as follows:

- A. Except as specified in Section 3C, all overhead to overhead or underground to underground relocations shall be the responsibility of the Grantee and shall be relocated at no cost to the City.
- B. Except as specified in Section 3C, all overhead to underground relocation and improvements shall be the responsibility of the City, and the Grantee shall only charge for the actual costs as recorded on the Grantee's accounts ("Actual Costs"). In determining Actual Costs, the City shall receive credit for salvage and for road widening projects, for Grantee's cost of relocating the facilities as if they had been relocated overhead to overhead. Actual Costs shall be exclusive of profit allowances of Grantee. Grantee shall not be required to place facilities underground under this Agreement if such action is not feasible from an engineering, operation or maintenance standpoint.
- C. If either the City or a third party requests Grantee's facilities be relocated for the benefit of the third party, then the third party shall pay for all costs of the relocation. For all private development where the City requires the private developer to provide for upgrades, new services, or undergrounding of Grantee's facilities, the costs shall be borne by the private development, except that the City may require the Grantee to relocate Grantee's facilities located in the City right-of-way at the Grantee's cost where the primary driver of the relocation is to benefit public pedestrian and vehicle travel over the City right-of-way, even though the relocation may also benefit a third-party development. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. Grantee shall be authorized to make all needful or convenient excavations and/or installations in any of the present and future public streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating

conduits, vaults, transformers and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same. Grantor and Grantee will enter into a Memorandum of Understanding (“MOU”) setting forth the process the parties will follow for Grantee to install new facilities within the City rights-of-way under this Agreement. The MOU will reflect Grantee’s right to install facilities within the City’s rights-of-way under this Agreement, while also recognizing the City’s right to assure that the installations comply with the standards set forth in Section 2 above. Until such time as the MOU is adopted by both the City and Grantee, Grantee agrees to comply with the provisions of the Ketchum Municipal Code for its encroachments and use of the City’s public right of way and public property, provided that such compliance will not waive any of Grantee’s rights under this Agreement.

When the Grantee, or any persons or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes of excavation or installation of equipment, he, it, or they, shall restore the same to good order and condition as soon as practicable and without unnecessary delay. Failing to do so after five days’ notice from the City or its duly authorized officer or officers, the City may place said street, alley, highway, or public place in such a condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all application laws, rules and regulations. Grantee shall secure a permit for any opening it shall make in the streets, alleys, and public places in the city and shall be subject to all applicable ordinances except in cases of emergency.

- A. In consideration of Ketchum allowing Grantee to maintain the Grantee’s facilities in the public right-of-way, Grantee agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from Grantee’s facilities constructed, installed and maintained in the public right-of-way, except to the extent such claims result from the negligence of the City. Grantee shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Grantee’s part to be performed under this Agreement, or arising from any negligence of Grantee or Grantee’s agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Grantee, upon notice from Ketchum, shall defend Ketchum at Grantee’s expense. As a material part of the consideration to the City, Grantee hereby waives all claims against the City for damages to Grantee’s facilities located within the City’s public right-of-way or property under this Agreement, except to the extent such claims result from the negligence of the City.

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

In those areas where other utilities are locating facilities underground, or where underground facilities are required, the Grantee agrees to utilize the same trenches, where feasible, as other utility companies, such as City utilities, telephone, or electric utilities and to allow others to utilize the Grantee's trenches, where feasible, and on a prorated basis. Grantee agrees not to charge the City for its use of said trenches.

SECTION 5. Where the City has planning and zoning rules that require property owners to obtain City approval for the location and screening of Grantee's transformers and other above-ground equipment on private property within the City, Grantee and City shall confer and mutually agree upon the location of the equipment. Such equipment shall be screened from public view in a manner mutually agreeable to the City and Grantee.

SECTION 6. Grantee and City acknowledge they are currently operating under a Master Plan approved and adopted by the City pursuant to Ordinance No. 890, adopted by the City on January 7, 2002, which provides a framework for providing new services and upgrades, including working towards eliminating all overhead facilities and relocating such facilities underground and at grade. In connection with the Master Plan, in the month of April of each calendar year during the term of this agreement, the Grantee and the City of Ketchum will hold a "Pre-Construction/Review" meeting to review upcoming Idaho Power or City generated projects.

SECTION 7. The Grantee shall work in good faith to cooperate and collaborate with the City as the City works toward its clean energy and climate goals. Therefore, the City and Grantee have entered into a Joint Clean Energy and Climate Protection Cooperation Agreement.

SECTION 8. The City and Grantee shall work together to develop a management plan of existing Grantee-owned streetlights within the City of Ketchum, including but not limited to mapped locations of Grantee-owned streetlights; documentation of lumen level and dark sky compliance; citizens may petition for a light removal, shielding options, and/or light distribution patterns. Upon the City's request, Idaho Power and the City will update the streetlight management plan on an annual basis. All fees associated with Grantee's streetlight work under the master plan shall reflect the Idaho Public Utilities Commission's Schedule 41, Street Light Service, as amended.

SECTION 9. On an annual basis, the Grantee shall provide to the City a quarterly energy use summary of the residential, commercial and irrigation power consumption within the city limits; provided however, that the Grantee shall have sole discretion to aggregate the data as Grantee deems necessary to protect the confidential and proprietary nature of the information. In addition, on an annual basis, the Grantee shall provide monthly power data to the City for its owned-and-occupied facilities, and by special request as needed for analysis for City projects; provided that the data is available to Grantee in its systems in the format requested.

SECTION 10. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices, and in such manner as not to impose any additional expense upon Grantee of its said overhead or underground facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 11. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents harmless from any and all expenses or liability arising from and against, or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities. Grantee shall maintain its electric utility property and/or facilities free of noxious weeds and in an orderly condition as required by the Ordinances of the City. Grantee shall abate any such noxious weeds immediately upon receipt of written notice from the City.

SECTION 12. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Ketchum shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code §6-901 *et. seq.*) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 13. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 14. As compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to Three Percent (3%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 15. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 14 above.

SECTION 16. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility, including but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 17. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with American National Standards Institute (ANSI) A300, Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. Pruning shall be conducted under the supervision of an International Society of Arboriculture (ISA) certified arborist or by an ISA certified tree worker on a regular basis; provided that in some instances, the Grantee's certified arborist may not be present at the pruning site, but in all instances the pruning shall be conducted by individuals with expertise in utility vegetation management. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed. Grantee agrees to meet and consult with the City's Forester, from time to time, on matters related to tree preservation goals and vegetation management.

SECTION 18. Nothing herein shall prohibit the City from producing renewable electric energy using any technology recognized as renewable under §67-8903, Idaho Statutes for internal use by the City. In addition, the City and Grantee agree to work cooperatively to explore and possibly develop geothermal or other renewable energy resources within the City for providing power to customers within the City.

In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns, but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 19. In the event of an amendment to the laws, rules or regulations of the City of Ketchum, the State of Idaho or the Public Utilities Commission of Idaho, applicable to this franchise or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, sixty (60) days' written notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 20. Any violation by the Grantee of the provisions of this ordinance, franchise and grant, or any material portions thereof or the failure promptly to perform any of the provisions thereof, shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default. However, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 21. Sale, assignment or lease of this franchise is prohibited without written notification to the City.

SECTION 22. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 23 The Grantee shall, within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION 24. The existing franchise agreement between the City and Grantee set forth in Ordinance 890, dated January 7, 2002, shall terminate upon the adoption and acceptance of this ordinance.

SECTION 25. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on _____, 2023.

PASSED AND ADOPTED by the Council of the City of Ketchum on _____, 2023.

APPROVED by the Mayor on _____, 2023

ATTEST:

Mayor

Trent Donat
City Clerk

(Seal)

ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this ____ day of _____, 2023.

By: _____
Adam Richins
SVP & Chief Operating Officer

ATTEST:

Secretary

(Seal)

**CITY OF KETCHUM AND
IDAHO POWER COMPANY
JOINT CLEAN ENERGY COOPERATION STATEMENT**

City of Ketchum ("City"), an Idaho municipal corporation, and Idaho Power Company, an Idaho corporation ("Company" or "Idaho Power") jointly state their intention to cooperate in order to further the objectives of a clean energy future.

I. OVERVIEW

The City is responsible for protecting the public health and safety of its residents, which includes facilitating access to clean air, dependable and affordable energy, clean water and a livable environment.

The Company is a public electric utility regulated by the Idaho Public Utilities Commission ("IPUC") in accordance with Title 61 of the Idaho Code with an exclusive right to, and responsibility for, providing safe and reliable electrical service to its customers in a nondiscriminatory manner and at rates that are fair, just and reasonable as determined by the IPUC.

Idaho Power-funded energy efficiency programs are subject to the IPUC's jurisdiction and review. Available to all customers, Idaho Power's energy efficiency programs are developed and administered in consultation with stakeholders through Idaho Power's Energy Efficiency Advisory Group ("EEAG").

The City has determined that meaningful reductions in pollution and greenhouse gas emissions will benefit all City of Ketchum residents, visitors, businesses and Idaho as a whole, through improved public health, additional economic opportunities, long-term energy price stability and a stronger sense of community security.

Idaho Power seeks to further its goal of 100% clean energy by 2045 and support the City's pursuit of energy goals as identified herein.

II. THE CITY'S GOALS

The City is committed to reducing pollution and the carbon intensity of electricity used in the City of Ketchum. The City has set the following goals to transition to 100% clean energy use:

- One hundred percent (100%) municipality clean energy electricity use by 2030, including at least 75% clean energy by 2025
- One hundred percent (100%) clean energy for the community-wide electricity supply by

2035

- Transition City fleet vehicles and equipment to 100% electric power as technologically and economically feasible by 2035
- One hundred percent (100%) clean energy for all energy use by 2045

The City desires to accelerate adoption of energy efficiency in the community and for municipal operations because the cheapest, cleanest energy is energy that is not used. This, in turn, will reduce energy costs.

The City aspires to the goal that net-cost changes, if any, to energy users within City of Ketchum associated with achieving its stated clean energy goals are reasonable. The City envisions measures to mitigate any incremental costs associated with pursuing a clean energy future to all City of Ketchum energy users, with a high priority placed on preventing negative impacts to low-income residents.

The City acknowledges that net lifecycle financial impacts, including both costs and benefits associated with measures used to achieve its energy goals, will benefit and thus be the responsibility of the City and energy users within City of Ketchum limits. The City acknowledges that the Company cannot treat its customers located within the City differently than other customers or provide programs or rates that are not available to all its customers, in accordance with Title 61 of the Idaho Code. If new programs are created as part of this effort, they will require IPUC approval as to terms, costs, and rates relating to services provided by the Company.

The City is motivated, in part, by continuing reductions in renewable energy costs and the desire for stable long-term energy rates. Idaho Power will advise and collaborate with the City in its efforts to develop a more resilient local energy system and its goal to create a system that rewards smart customer behavior and investments, while simultaneously offering significant social, health and economic benefits.

III. RENEWABLE ENERGY, ENERGY EFFICIENCY AND ELECTRIC VEHICLE PROJECTS

Idaho Power currently offers 25 energy efficiency programs, three demand response programs, and a green power offering to customers, including those residing in the City of Ketchum. Idaho Power will work to educate, advise, and collaborate with the City in its efforts to develop additional energy efficiency and renewable resource options to benefit energy users in the City of Ketchum (residential, commercial, industrial, governmental and non-profit) to reduce carbon intensity and make significant progress towards the City's reduced emissions and reduced energy usage goals. Any energy efficiency programs

developed, funded, or administered by Idaho Power may necessitate consultation with Idaho Power's EEAG and approval by the IPUC in order to satisfy cost effectiveness standards as set by the IPUC. Any other programs would need to flow through Idaho Power's internal processes and receive approval by the IPUC, and the program or offering must continue to satisfy then-current regulatory requirements.

The City and the Company will continue to work together on existing Company assistance and incentive programs and discuss the possibility of educating and assisting building owners with energy efficiency efforts through energy efficiency incentives and rebates. In particular, the City and Company will discuss the existing utility-funded Weatherization Programs for low and near low-income residents via the South Central Community Action Partnership. Such conversations may include developing goals and actions, which if funded or administered by Idaho Power, may necessitate consultation with EEAG stakeholders and regulatory approval by the IPUC.

Idaho Power will collaborate with the City as Idaho Power evaluates programs that may include energy efficiency, demand response, energy storage and renewable energy projects, including programs designed to provide all Idaho Power customers with the ability to purchase the output of renewable energy facilities located within Idaho.

IPC will advise and collaborate with the City as it evaluates new technologies such as smart-grid and customer-side investments designed to allow efficient utilization of resources, reduced greenhouse gas emissions, and deployment of renewable energy and electric vehicle charging infrastructure beyond the point of delivery.

IPC will advise and collaborate with the City as it investigates options to deploy electric vehicle ("EV") infrastructure and innovative technologies to support EVs.

IV. MUNICIPAL RENEWABLE ENERGY PROJECTS

Idaho Power will advise and collaborate with the City as it identifies avenues for leveraging City assets (e.g., infrastructure and property) and City investments to build renewable energy projects to achieve the City's municipal energy goals.

V. IMPLEMENTATION STEPS AND TIMING

The City and the Company, along with other regional stakeholders including representatives from city government, the county, citizens, businesses, and local experts from the non-profit community, intend to work together as described in this Cooperation Statement.

The Company will collaborate with the City to develop a 10-year load forecast by providing aggregated data and modeling support setting a baseline from which work on the City's clean energy plan can be established.

The Company will provide aggregated data as it deems appropriate to support the City's publication of an annual report by April 30 of each year, beginning in 2022 and through 2027, to detail status and progress towards the City's renewable energy, energy efficiency, and carbon reduction goals.

In all cases subject to the rules of the IPUC, the City and the Company intend to cooperate to secure necessary authority or approvals from the IPUC for mutually agreeable projects and programs.

The Company intends to advise and collaborate with the City in good faith as they develop and implement mutually agreeable projects and programs to help the City achieve its clean energy targets, in each case within Idaho Power's limitations as a regulated utility under Title 61 of the Idaho Code, which requires that the Company treat all customers in a non-discriminatory manner.

VI. COMMITMENT OF COOPERATION

As stated above, the City and the Company desire to work together to successfully achieve the City's stated goals. The City recognizes that any new Company-funded program or offering must be generally available to all of the Company's Idaho customers and subject to IPUC approval, and in all cases be non-discriminatory. However, the city and Idaho Power commit to explore additional City-funded opportunities that provide enhanced benefits to Ketchum residents. The City desires to work directly with the Company on its renewable energy supply. Because of the importance of these efforts, the City Mayor and the Chief Operating Officer (COO) of the Company wish to communicate as often as necessary and will strive to meet at least annually to discuss programs and other energy-related matters. If either the City or the Company has a dispute regarding progress toward objectives outlined in this Cooperation Statement, or the timeliness of related implementation, the Mayor and the COO desire to be directly involved and work together to attempt to resolve whatever issues may arise. This Cooperation Statement is intended solely as a joint statement of the City's and the Company's desire to work collaboratively toward identifying, providing education on, and advising on actions that may be in furtherance of the City's clean energy goals, but it does not create binding legal obligations on either the City or the Company, or the right to assert specific performance or obtain damages for a purported default of the City or the Company and can be terminated at any time upon written notice to the other signator.

This Joint Clean Energy Cooperation Statement shall become effective upon signing by both the City and Company and will inform cooperation through the initial ten-year term of the Franchise Agreement between City and Company. Progress towards objectives stated herein will be reviewed and the Cooperation Statement may be extended in the future, with or without amendments, through a commitment by both the City and the Company.

[Signature page follows]

IN WITNESS WHEREOF, the parties to this JOINT COOPERATIVE STATEMENT have affixed their signatures:

Mayor, Honorable Neil Bradshaw
City of Ketchum

Date

ATTEST

Trent Donat
City Clerk

Date

Lisa A. Grow
President and CEO, Idaho Power Company

Date

ORDINANCE NO. 1092

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A, GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF KETCHUM, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN (10) YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE.; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO THAT:

SECTION 1. The City of Ketchum, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the "Grantee") the right (subject to the rights of the City set forth in Section 14 hereof), privilege and franchise for a period of Ten (10) years from and after April 7, 2012, however, with the right to amend by mutual agreement in accordance with Section 15, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 9 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards

presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement. Grantee's electric property and facilities will comply with all present and future ordinances, regulations and policies of the City providing for construction of facilities, buildings and structures utilizing green or sustainable building and construction standards, provided such ordinances, regulations and policies are not in conflict with applicable regulations and standards of the Idaho Public Utilities Commission and Idaho Power Company construction standards.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. Relocation costs shall be as follows:

- A. Except as specified in Section 3C, all overhead to overhead or underground to underground relocations shall be the responsibility of the Grantee and shall be relocated at no cost to the City.
- B. Except as specified in Section 3C, all overhead to underground relocation and improvements shall be the responsibility of the City, and the Grantee shall only charge for the actual costs as recorded on the Grantee's accounts ("Actual Costs"). In determining Actual Costs, the City shall receive credit for salvage and, for road widening projects, for Grantee's cost of relocating the facilities as if they had been relocated overhead to overhead. Actual Costs shall be exclusive of profit allowances of Grantee. Grantee shall not be required to place facilities underground under this Agreement if such action is not feasible from an engineering, operation or maintenance standpoint.
- C. If either the City or Third Party requests Grantee's facilities be relocated for the benefit of the third party, then the third party shall pay for all costs of the relocation. All private development where the City requires the private developer to provide for upgrades, new services, or undergrounding of Grantee's facilities, the costs shall be borne by the private development. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway

or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations. Grantee shall secure a permit for any opening it shall make in the streets, alleys, and public places in the city and shall be subject to all applicable ordinances, except in cases of emergency.

In those areas where other utilities are locating facilities underground or where underground facilities are required, the Grantee agrees to utilize the same trenches where feasible, as other utility companies, such as City utilities, telephone, or electric utilities and to allow others to utilize the Grantee's trenches, where feasible, and on a prorated basis. Grantee agrees not to charge the City for its use of said trenches.

SECTION 5. Grantee and City acknowledge they are currently operating under a Master Plan approved and adopted by the City pursuant to Ordinance No. 890, adopted by the City on January 7, 2002, which provides a framework for providing new services and upgrades, including working towards eliminating all overhead facilities and relocating such facilities underground and at grade. In connection with the Master Plan, in the month of April of each calendar year during the term of this agreement, the Grantee and the City of Ketchum will hold a "Pre-Construction/Review" meeting to review upcoming Idaho Power or City generated projects.

SECTION 6. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional expense upon Grantee of its said overhead or underground facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 7. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expenses or liability arising from, and against or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities. Grantee shall maintain its electric utility property and/or facilities free of noxious weeds and in an orderly condition as required by the Ordinances of the City. Grantee shall abate any such noxious weeds immediately upon receipt of written notice from the City.

SECTION 8. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage

and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Ketchum shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code §6-901 *et. seq.*) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 9. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 10. As compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to Three percent (3%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 11. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9 above.

SECTION 12. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 13. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 14. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 15. In the event of an amendment to the laws, rules or regulations of the City of Ketchum the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, sixty (60) days' written notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 16. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 17. Sale, assignment or lease of this franchise is prohibited without written notification to the City.

SECTION 18. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 19. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

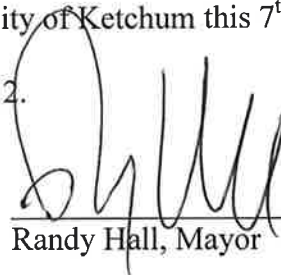
SECTION 20. The existing franchise agreement between the City and Grantee set forth in Ordinance 890, dated January 7, 2002, shall terminate upon the adoption and acceptance of this ordinance.

SECTION 21. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on May 16, 2012.

PASSED AND ADOPTED by the Council of the City of Ketchum this 7th day of May, 2012.

APPROVED by the Mayor this 7th day of May, 2012.

ATTEST:



Randy Hall, Mayor



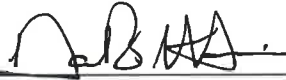
Sandra E. Cady, CMC
City Clerk/Treasurer



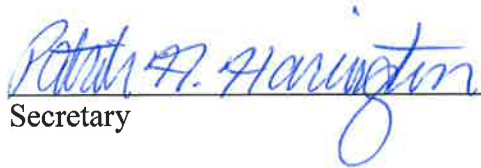
ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this 18th day of May, 2012.

By: 
Dan B. Minor
Executive Vice President -Operations

ATTEST:


Secretary

(Seal)



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The city in partnership with the Wood River Land Trust has completed a three-phase master planning process
- The process included significant public engagement (in-person and on-line) during each phase. There was strong support for the master plan recommendations
- Support was expressed during each of the joint meetings of the City Council and Planning & Zoning Commission

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

On April 14th, the city officially acquired the Warm Springs Preserve via private donations.

The master plan addresses the location of the following passive green space amenities:

- Potential pedestrian connection points to adjacent neighborhood, River Run lodge and Warm Springs Village
- Walking trails
- Public restroom/maintenance facility /water bottle refill station
- Wayfinding signage
- Donor recognition elements
 - History of the property/donor wall
 - Picnic tables
 - Benches

The plan also addresses the following improvement areas:

- Re-vegetation of portions of property from water intensive grass to native grasses
- Warm Springs Creek habitat restoration and floodplain conveyance improvements
- Replacement of irrigation system and recommission intake/holding pond area

Sustainability Impact:

The master plan addresses the following elements:

- New irrigation system to assist with water efficiency
- Revegetation of certain areas from water consumptive grasses to more native species
- Stream restoration to assist with water quality and wildlife habitat

- Flood conveyance improvements

Financial Impact:

	<p>The master plan contemplates implementation in potential phases:</p> <ol style="list-style-type: none"> 1. Phase IA Floodplain Restoration - \$2,254,000 2. Phase IB Non-Floodplain Restoration - \$1,600,000 3. Phase II Building/Road - \$630,000 4. Phase III Amenities - \$750,000 5. Phase IV Southern Floodplain - \$100,000 <p>The city currently has contained, within a trust account, approximately \$1M from previous private donations. The Wood River Land Trust has applied for a Bureau of Reclamation grant for Phase IA and 1B.</p>

Attachments:

1. Resolution 23-008
2. Master Plan

RESOLUTION NUMBER 23-008

A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
APPROVING THE MASTER PLAN FOR WARM SPRINGS PRESERVE

WHEREAS, the City of Ketchum in partnership with the Wood River Land Trust has completed a three-phased master planning effort to guide short-term and long-term capital improvements to the property; and

WHEREAS, the general public as well as adjacent landowners were involved in three community feedback sessions (in-person and on-line) and there was overall support for the design team's recommendations; and

WHEREAS, three joint meetings occurred between the Ketchum City Council and Planning/Zoning Commission to review the results of each phase of the master planning efforts. Feedback was incorporated by the design team to inform the next phase of work.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum to:

1. Approve the attached Master Plan, which shall guide future capital improvements to the property.
2. Instruct city staff to continue to work with the Wood River Land Trust to evaluate funding sources for the implementation of the plan.
3. Hold future public outreach sessions as the detailed design is developed and construction is scheduled.

APPROVED BY THE COUNCIL THIS 3RD DAY OF APRIL, 2023.

THIS RESOLUTION WILL BE IN FULL FORCE AND EFFECT UPON ITS ADOPTION THIS 3RD DAY OF APRIL, 2023.

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

ATTEST:

Trent Donat, City Clerk

An aerial photograph of a mountain valley. In the foreground, a river flows through a lush green forest. To the left, a large, open green field is visible. In the middle ground, a small town with several houses and buildings is nestled in the valley. The background features rolling mountains under a cloudy sky. The text 'WARM SPRINGS PRESERVE' is overlaid in large white letters on the left side of the image.

WARM SPRINGS PRESERVE

Vision Plan
April 2023

Photo credit: Cooper Morton

Vision Statement

Warm Springs Preserve offers a unique opportunity for large-scale, community-supported creek restoration and passive recreation near the confluence of the Big Wood River.

Proposed design vision to include a preserved fairway lawn, enhanced floodplain and restored landscape.

WARM SPRINGS PRESERVE

This report is a summary of the community engagement process and vision plan developed for the future of Warm Springs Preserve.

Existing studies, new analysis and extensive public meetings led to the development of this vision plan, focusing on the connectivity, accessibility, and ecological restoration of the Preserve.

To stay involved and find out more:
www.projectketchum.org/warm-springs-preserve

PROJECT PARTNERS



CITY OF KETCHUM
 P.O. Box 2315 | 191 5th Street West
 Ketchum, ID 83340
 208.726.3841
www.ketchumidaho.org



WOOD RIVER LAND TRUST
 119 E Bullion St
 Hailey, ID 83333
 208.788.3947
www.woodriverlandtrust.org



FRIENDS OF WARM SPRINGS PRESERVE

CONSULTANT TEAM



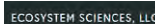
SUPERBLOOM
 Landscape Architecture
 Community & Regional Planning

 23 Lincoln Street, Suite 200
 Denver, Colorado 80203
 720.310.0255
www.superbloom.net



RIO APPLIED SCIENCE & ENGINEERING
 Hydrology & Geomorphology

 3380 West Americana Terrace, Suite 390
 Boise, ID 83706
 208.559.4615
www.rioase.com



ECOSYSTEM SCIENCES
 Ecological Planning & Design

 202 N 9th Street, Suite 400
 Boise, ID 83702
 208.383.0226
www.ecosystemsciences.com

Table of Contents

Introduction	1
The Story of Warm Springs Preserve	5
Site Context	5
History (Timeline)	7
History (Photos)	9
Saving the Preserve	11
Existing Site Observations	13
Community Engagement	17
Master Plan Process	17
Public Meeting Photos	19
Design Vision	21
Project Principles	22
Overall Plan	23
Proposed Trail Network	25
Proposed Winter Trail Network	27
Planting Character Zones	29
Zones	37
Overall	37
Entry + Parking	39
Lower Creek Edge	45
Middle Terrace	63
Fairway	69
Southern Floodplain	75
Connectivity	77
Restoration, Site Analysis	81
Appendix	85



Introduction

Warm Springs Preserve is an essential community gathering space for the City of Ketchum and the Wood River Valley

At the base of Bald Mountain, along the confluence of the Big Wood River and Warm Springs Creek, Warm Springs Preserve is a cherished community gathering space. This preserve provides opportunities to exercise and play all year long for locals, their furry companions, and local wildlife.

Thanks to overwhelming community support, the City of Ketchum purchased Warm Springs Preserve in 2022, now a 65-acre protected open space for residents and visitors of Ketchum, Idaho in perpetuity. The Preserve, a former golf course, was slated for development and used informally as a dog park. To ensure that the preserve remained available for community use, the city of Ketchum launched a national campaign with the support of the wood river land trust and spur community foundation.

Over 950 community members donated funds to purchase the property. The acquisition will also allow access to an additional 15-acres of beautiful riparian woodlands along the southern floodplain of Warm Springs Creek to the Ketchum community.

The Preserve is enjoyed by a variety of users, from dog walkers, disc golfers, nordic skiers and others. Due to the historic use of the property, the City committed to the community to restore the environment where possible, diversify access and enhance basic facilities. To improve this beloved landscape, this vision plan takes careful consideration of the community's dreams for the Preserve, and synthesizes those ideas into an inclusive, accessible and restorative place to gather.

How will we measure success?

Stream Restoration

Increased acres of floodplain connectivity, #/size/depth of pools, observed species richness (wildlife + vegetation)

Water Efficiency

Reduced water consumption (target reduction % or gal/acre)



Hazard + Flood Safety

Reduced frequency and extent of flooding in residential areas; reduced water speed and bank erosion

Visitor Experience

Increased access, usage, and activity types (access for all)





Warm Springs Road

Warm Springs Preserve
65 acres

Warm Springs Creek

US Forest
Service Land

Bureau of Land
Management Land

Bald Mountain

0ft 400ft 800ft



The Story of Warm Springs Preserve

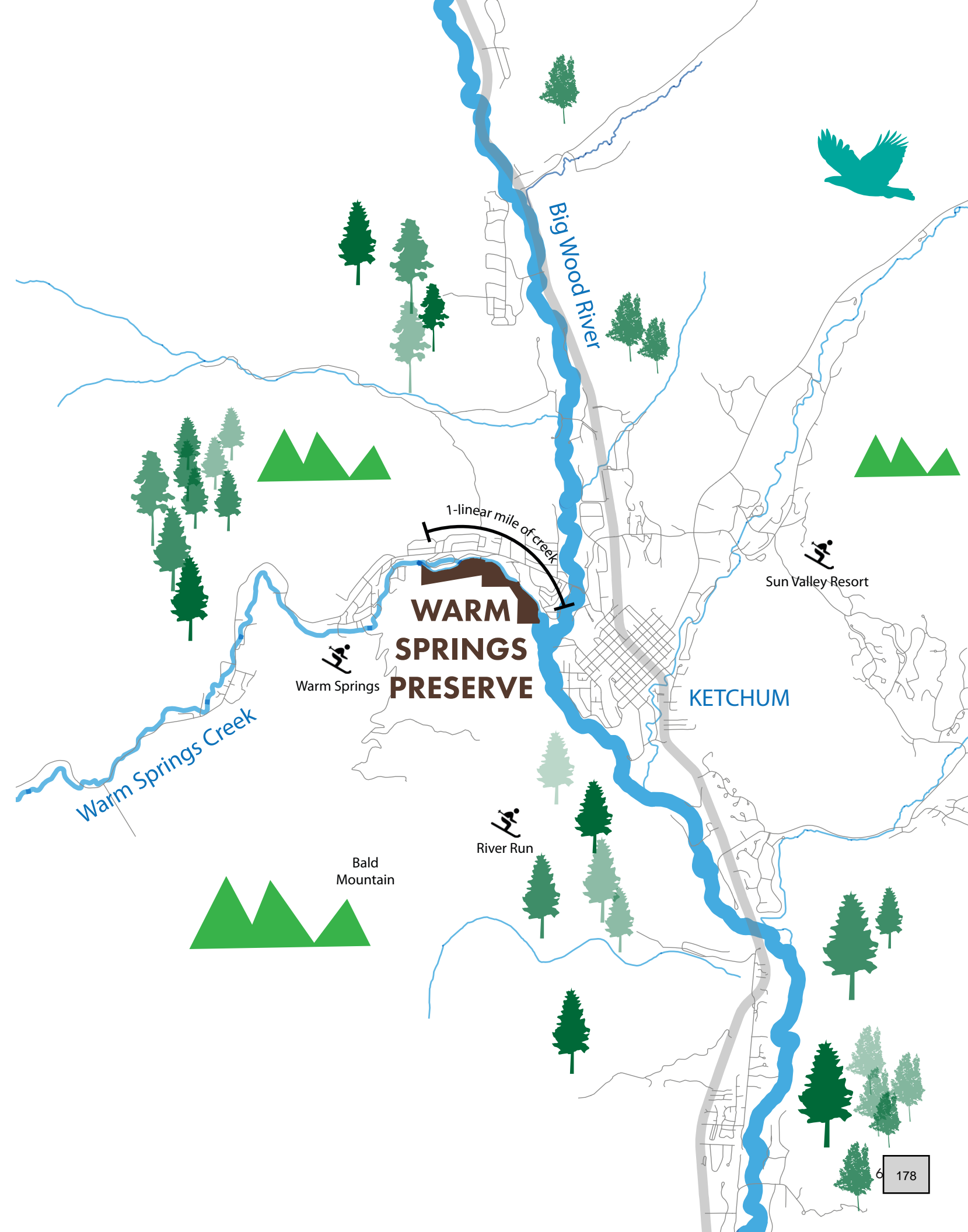
Ecological Context

The Preserve is located near the mouth of Warm Springs Canyon and Creek, halfway between downtown and the base of the Warm Springs ski lifts. The creek is a major tributary of the Big Wood River which flows into the Snake River within the Columbia Basin. Flowing from the Smoky Mountain Range, it is part of a transitional zone that separates the northern Rocky Mountains from the Basin and Range physio-graphic provinces. Elevations within the Preserve range from 5,800 to 6,200 feet above sea level.

Warm Springs Creek has long meandered through the narrow, high-elevation river valley. Over the years, its course has changed due to flooding and past waterway developments. It has been stabilized into its present channel with

rock rip-rap and fill against residential development areas. In the southeast portion of the ranch, the old stream channel meanders through developed land, including the old golf course, where the floodplain has been reshaped and filled. The southeast portion of the ranch also contains topsoil and gravel that have been removed from the stream channel by past landowners. The golf course was built against a steep, forested, north-facing side of Bald Mountain, on formerly forested ground. The densely forested hillsides are populated by Douglas fir trees and a dense understory of shrubs. Opening onto the terraces between the mountain slope and the floodplain are areas of sagebrush and grasses, many of which have been replaced by turf grass or overrun by invasive weeds.

* Text adapted from the Warm Springs Historic Context Narrative
Claudia T. Walsworth | Walsworth and Associates, 2009

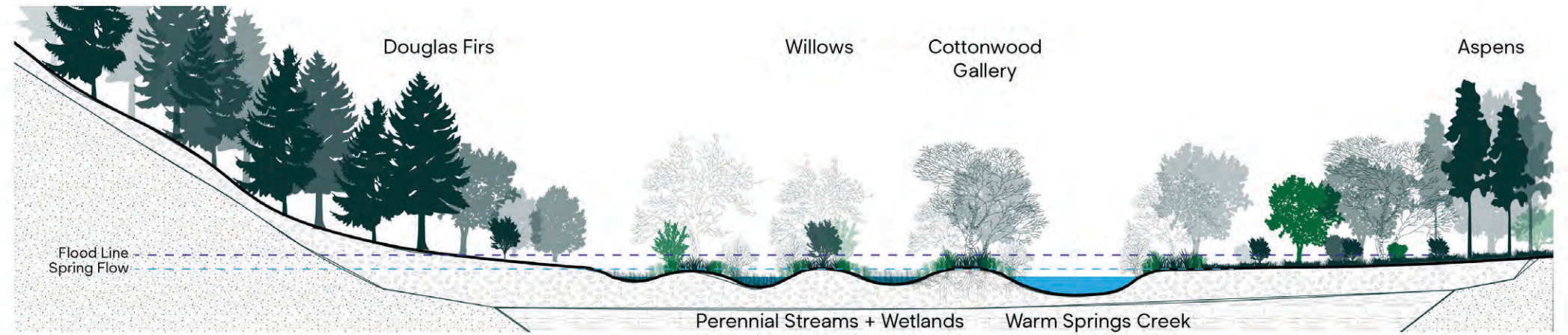


Historic Timeline

Timeline

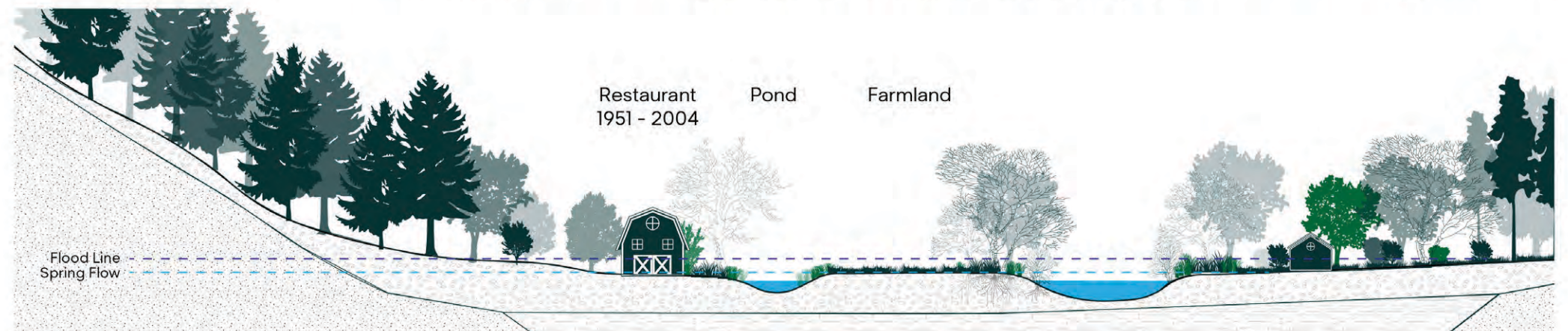
Alluvial Floodplain Pre-1800

In this condition, the area where Warm Springs Preserve currently exists acted as an active floodplain containing multiple meandering streams and floodable areas.



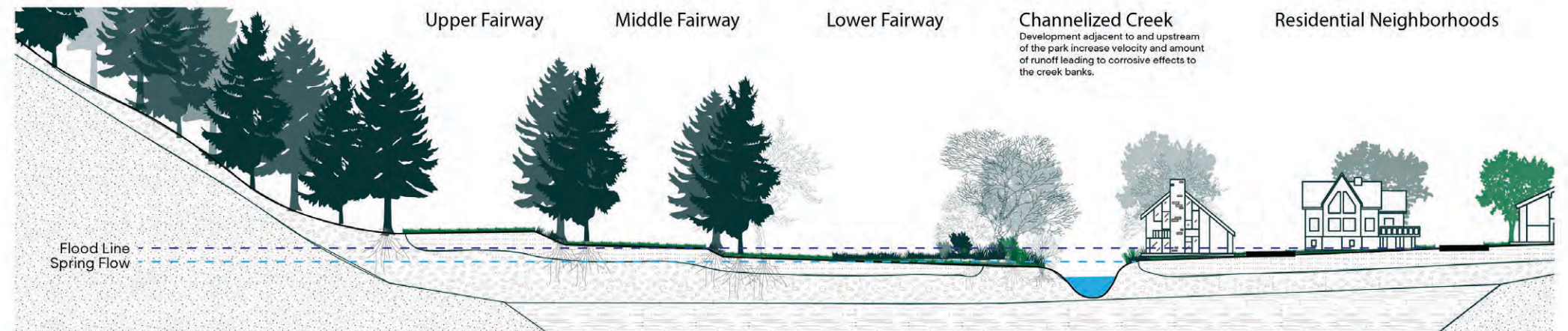
Farm + Restaurant 1800 - 1950s

As people moved to the area and used the land for other purposes such as farming and recreation, the channel was confined and the floodplain was largely filled in.



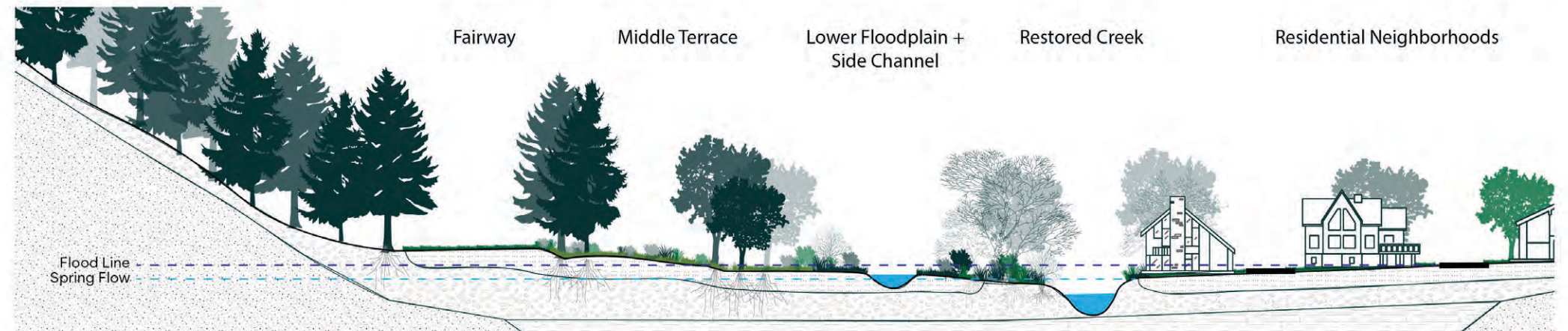
Golf Course 1960 - 2009

Intensive development on the floodplain has limited the creek's natural ability to move and flood. During flood events, the now confined creek is at high risk of stream bank erosion, channel incision and downstream flooding.



Future / Post-Restoration

The project would address many of the past impacts by restoring a natural stream and floodplain, while maintaining access for people and their pets primarily in the upland areas. Creek restoration would add in-stream complexity and create side channels for aquatic habitat and riparian function. The middle terrace would be outside of the new floodplain with native meadow plant species. The upper fairway would remain largely turf grass.



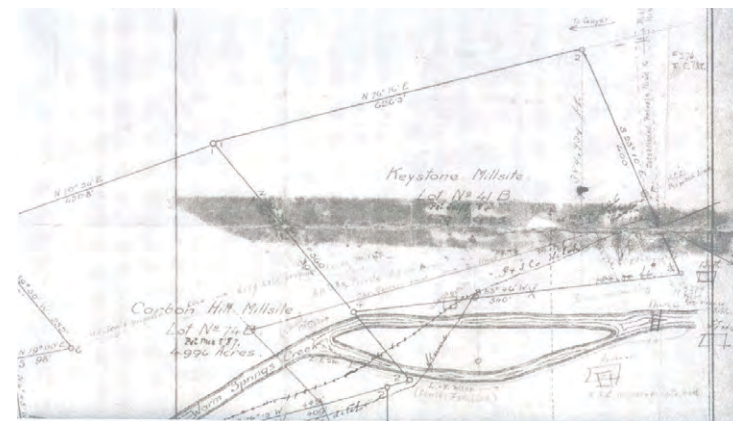
Warm Springs Preserve History

The story of Warm Springs Ranch is embedded in Western frontier development. The property, originally part of a desert land entry and homestead, was part of a historic working ranch that evolved into a resort. The history of the ranch coincides with the socio-economic growth of the upper Wood River Valley that began during the 1880s. Although it was not documented through archaeological field finds, it is highly likely that the Warm Springs Canyon was inhabited by the native people. The Wood River region is part of the Great Basin culture area that was the ancestral homeland of the Northern Shoshone for thousands of years. The travel corridor that is now state Highway 75 was originally a migration route for both game animals and humans.

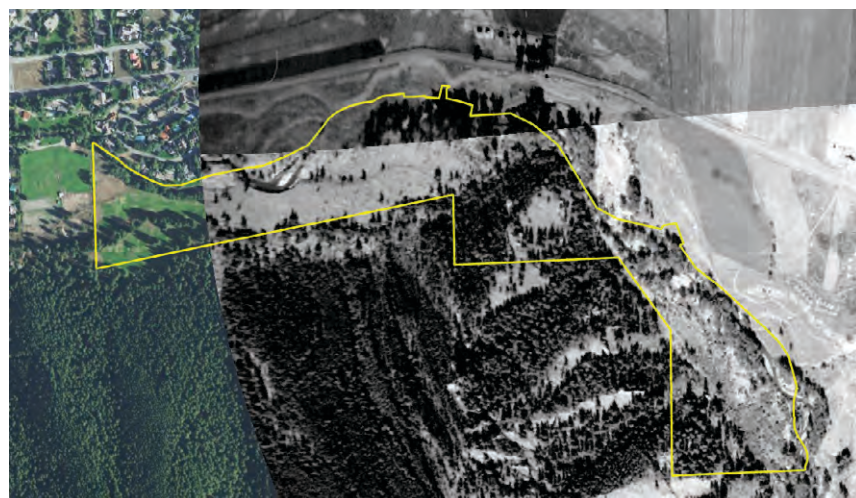
** Text from the Warm Springs Historic Context Narrative
Claudia T. Walsworth | Walsworth and Associates, 2009*



Oscar Smith Farnlund's Warm Springs ranch circa 1920, courtesy of Petra Morrison



Properties of H.C. Lewis and Mary Guyer, hand-drawn by Isaac Lewis courtesy Fuller 1908. Map Source: Palmer Lewis Collection, Ketchum-Sun Valley Historical Society.



Aerial Image from 1943 showing secondary channels and pre-disturbance terracing. Courtesy of Blaine County GIS Land Use Information Map



The August Farnlund Home on Warm Springs Wagon Road. Source: Blaine County Historical Museum and Photo #F-05391 The Community Library, Ketchum.



The Guyer Hot Springs Hotel May 1891. Photograph # 66-74-30 Idaho State Historical Society.



Warm Springs Ranch Inn, 1956. Photograph #F-05875 Simpson Collection. The Community Library's Regional History Department, Ketchum.



Advertisement in a 1973 Ketchum Tomorrow for the Warm Springs Ranch Inn. Ketchum Tomorrow newspaper files. The Community Library's Regional History Department, Ketchum.

Saving the Preserve

The purchase of Warm Springs Preserve was the culmination of community and City fundraising efforts, spearheaded by the Friends of Warm Springs Preserve Committee. Over 950 donors contributed between \$7 and \$1 million + to raise a total of \$9.5 million for the Preserve. In April 2022, the City paid \$8 million to purchase the property from Bob Brennan and put \$1 million in reserve for repairs to the extremely outdated irrigation system.

Celebration event photos courtesy of the City of Ketchum, June 2022.

Announcement Signage Posted on site

Commitments made during the funding and acquisition of the Preserve:

Warranty Deed Requirements:

- (1) or more 10-ft wide pedestrian trail for walking/skiing
- (1) pump house
- (1) public restroom
- (1) storage and maintenance building (1,000 SF)
- Floodplain restoration
- (24) parking stalls

Community Commitments:

- New irrigation system that reduces water use
- Flood mitigation
- Restoration of riparian zone & floodplain
- Creek & habitat restoration
- Passive park for open space in perpetuity
- Off-leash dog access
- Informal activities (disc golf, dog walking, etc.)
- Informal gathering space (picnic tables, etc.)
- Nordic trails
- Public restroom

Fundraising

Donations so far:

- Land acquisition
- Master plan vision
- Improved irrigation system

Continued Donations:

- New, enhanced parking lot
- Flood mitigation
- Restoration (riparian zone, floodplain)
- Amenity improvements
- Construction costs
- Ongoing maintenance

Where to donate:

To learn more, visit:

www.projectketchum.org/warm-springs-preserve

Credit card and e-check donation options available at the link above

Existing Site Observations

A

There are many opportunities to protect and enhance existing ecosystems, especially in the southern floodplain. This area of the site is currently difficult to access.

B

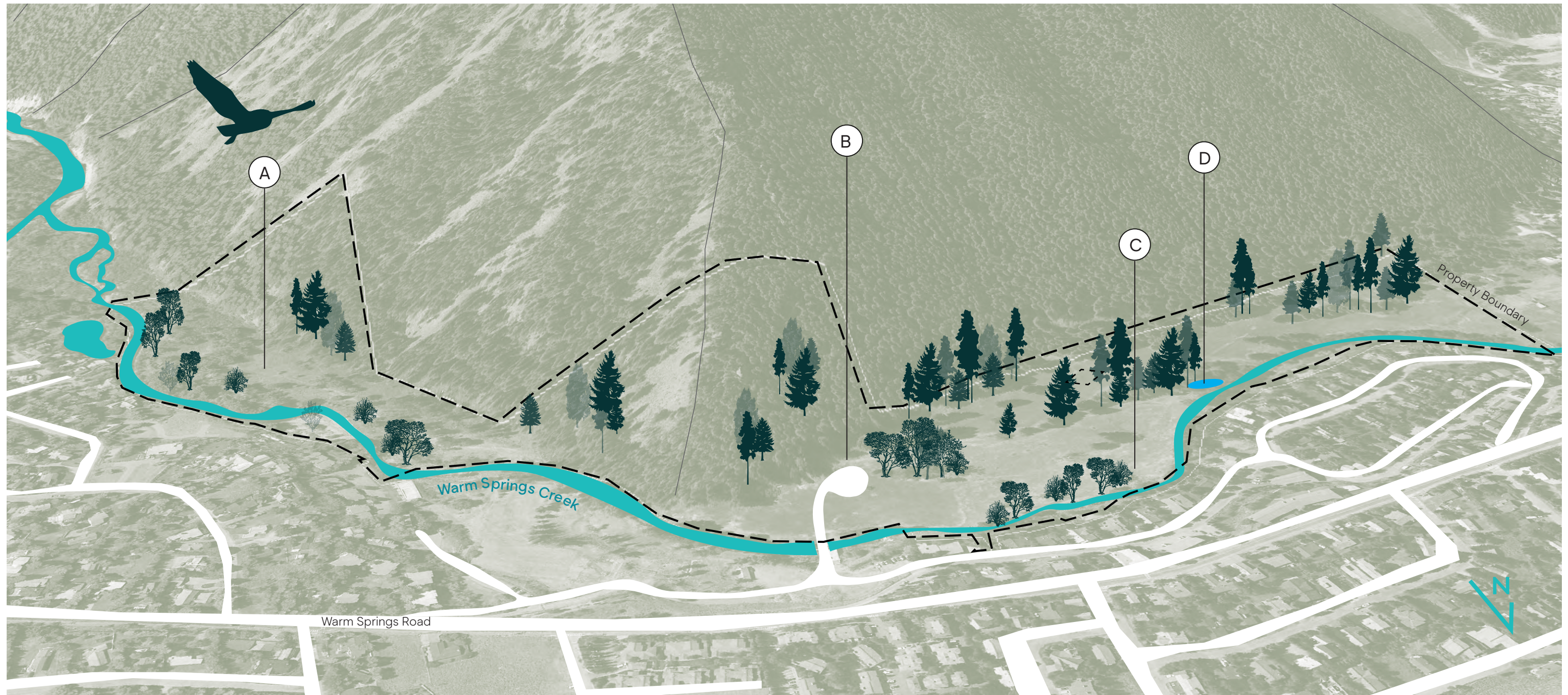
The gravel drive requires expensive annual maintenance. Increased use of the Preserve demands visitor amenities such as toilets, bike racks and new seating.

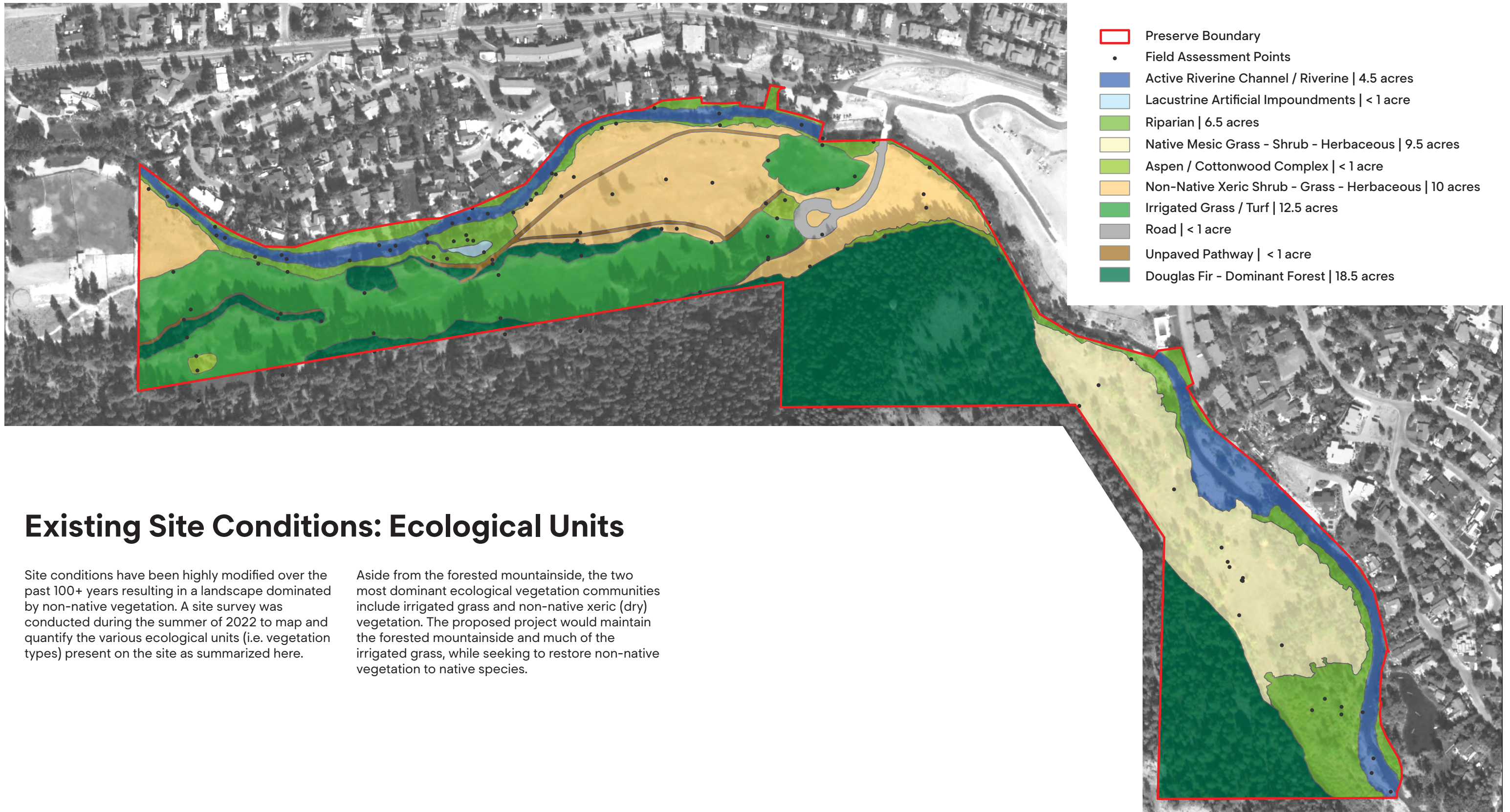
C

With a mile of continuous stream frontage along Warm Springs Creek. A major opportunity exists for stream, floodplain, and riparian restoration that would improve habitat and biodiversity.

D

A major issue for the Preserve and its maintenance is an inefficient and outdated irrigation system that uses significant amounts of water. The existing pond creates an opportunity to add an adjacent pump house that would tie into the new irrigation system.





Existing Site Conditions: Ecological Units

Site conditions have been highly modified over the past 100+ years resulting in a landscape dominated by non-native vegetation. A site survey was conducted during the summer of 2022 to map and quantify the various ecological units (i.e. vegetation types) present on the site as summarized here.

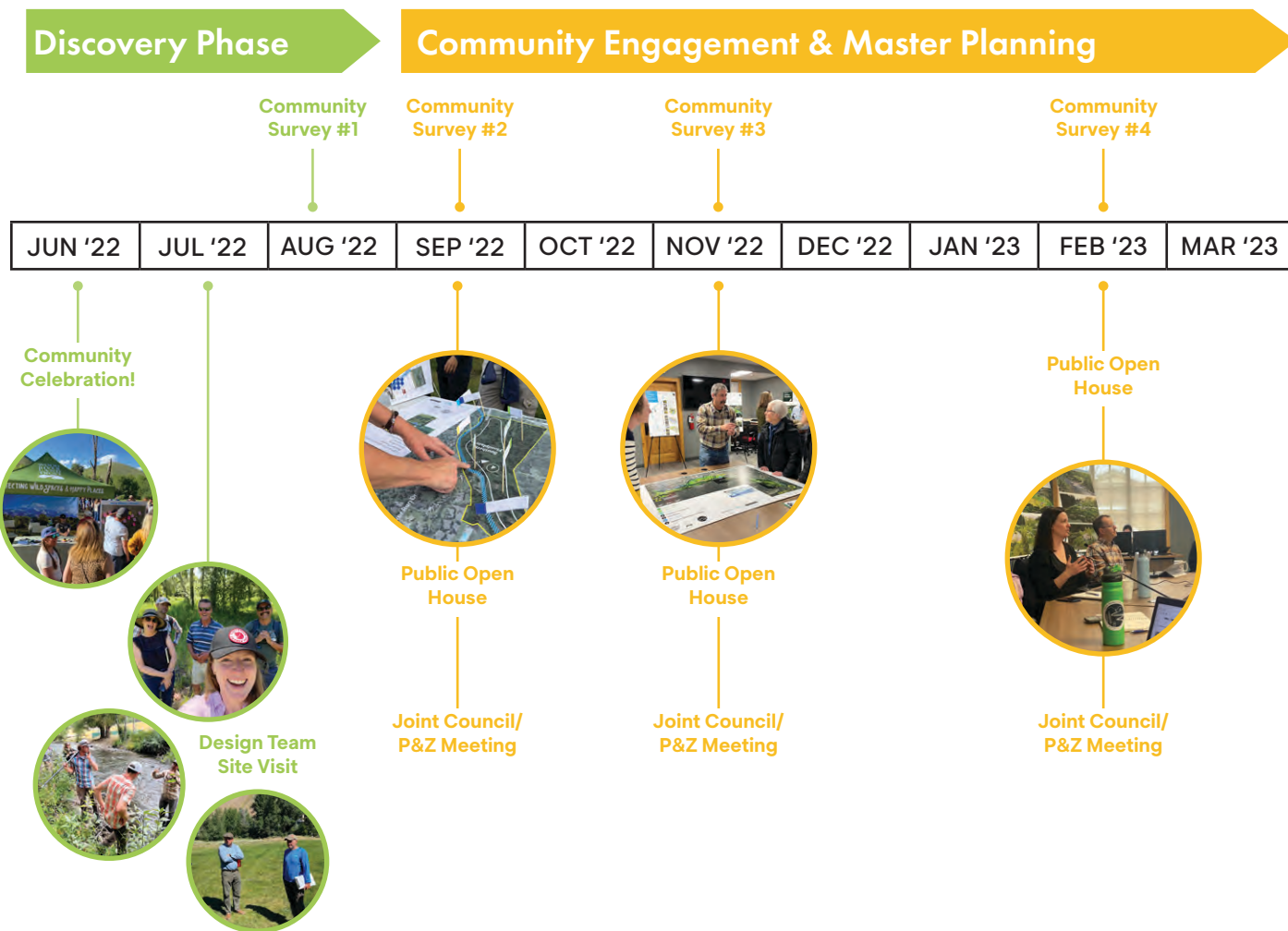
Aside from the forested mountainside, the two most dominant ecological vegetation communities include irrigated grass and non-native xeric (dry) vegetation. The proposed project would maintain the forested mountainside and much of the irrigated grass, while seeking to restore non-native vegetation to native species.

Community Engagement

A deep understanding of the connections between ecological systems and human communities guided the development of the master plan vision. Between July 2022 and February 2023, the community participated in a range of virtual and in-person events and workshops to discuss and give input on the future of the Preserve.

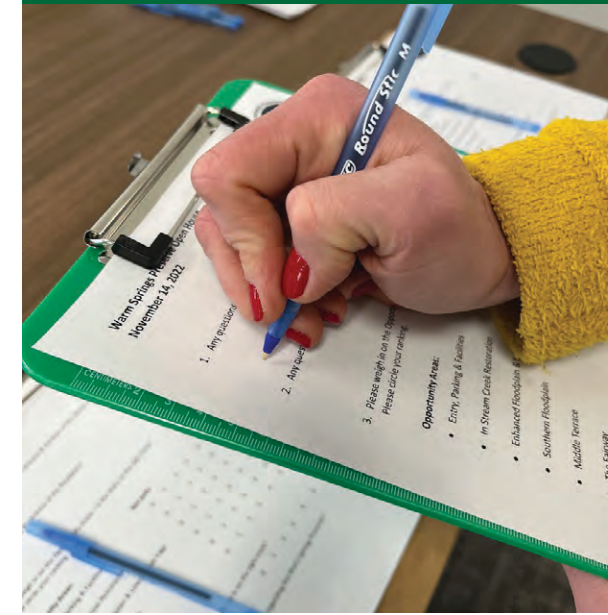
A unified design concept was synthesized from two primary perspectives:

1. A scientific analysis to determine appropriate site uses
2. Stakeholder outreach to determine the community desires for the site.



10
public meetings
(September 2022
– February 2023)

200+
average daily
visitors as of 2023
estimates



400+
online + in-person
survey results
collected

Public Meeting Photos



Dot-ocracy Poster at Public Open House, September 2022



Public Open House, November 2022



Public Open House, February 2023



Public Meeting, February 2023



Public Open House, September 2022



Public Open House, September 2022



Public Open House, November 2022



Public Open House, September 2022



Public Open House, September 2022



The relocated pond is fed from a new side channel and provides a safer source of irrigation water, as well as recreation, away from the habitat areas along the main creek.

Design Vision

A space that enhances both the natural habitat of the Preserve and experience for visitors and their furry companions.

The proposed vision for Warm Springs Preserve builds upon the substantial community comments, feedback and support. The conceptual design envisions a rich matrix of experiential spaces and dynamic ecologies that span the unique topographies and micro-climates throughout the Preserve. The project partners and design team developed six principles that describe the goals, values and themes universally important to the community and against which we tested design scenarios.

The final design includes ample off-leash dog access, creek and habitat restoration, new water-conscious irrigation system, walking trails, space for informal gatherings and activities, Nordic ski and snowshoe trails, and public restrooms. Development, organized sports and reserved private or commercial events will forever be restricted.

Project Principles

1

 Create a Preserve that is Connected and Accessible to All.

2

 Design for Success over Time

3

 Support All-Season Multi-Functional Use

4

 Demonstrate Leadership through Regeneration of Healthy Ecosystems for People, Plants & Animals

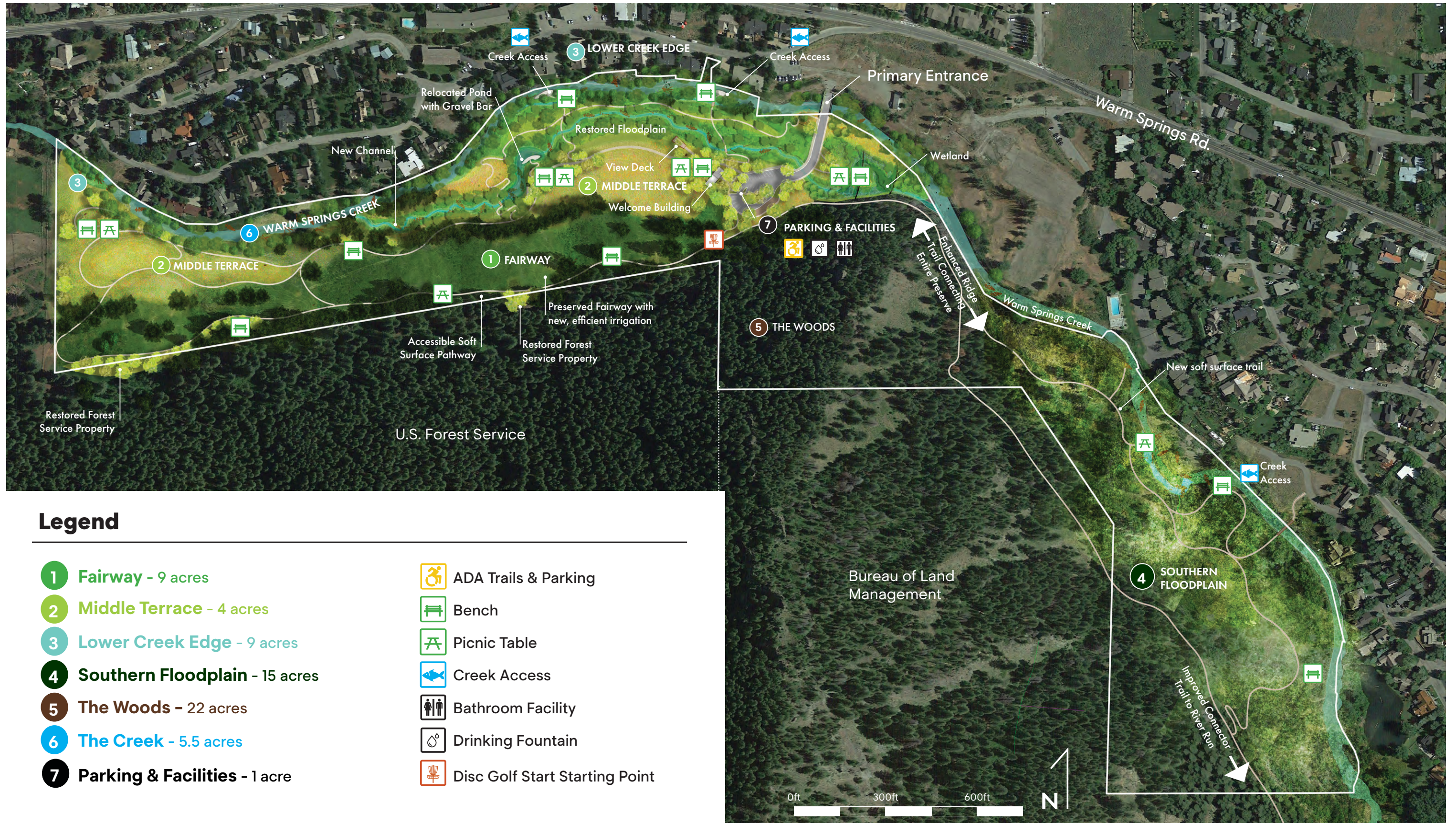
5

 Restore the Creek and Floodplain

6

 Celebrate & Educate about the Past, Present and Future of the Preserve

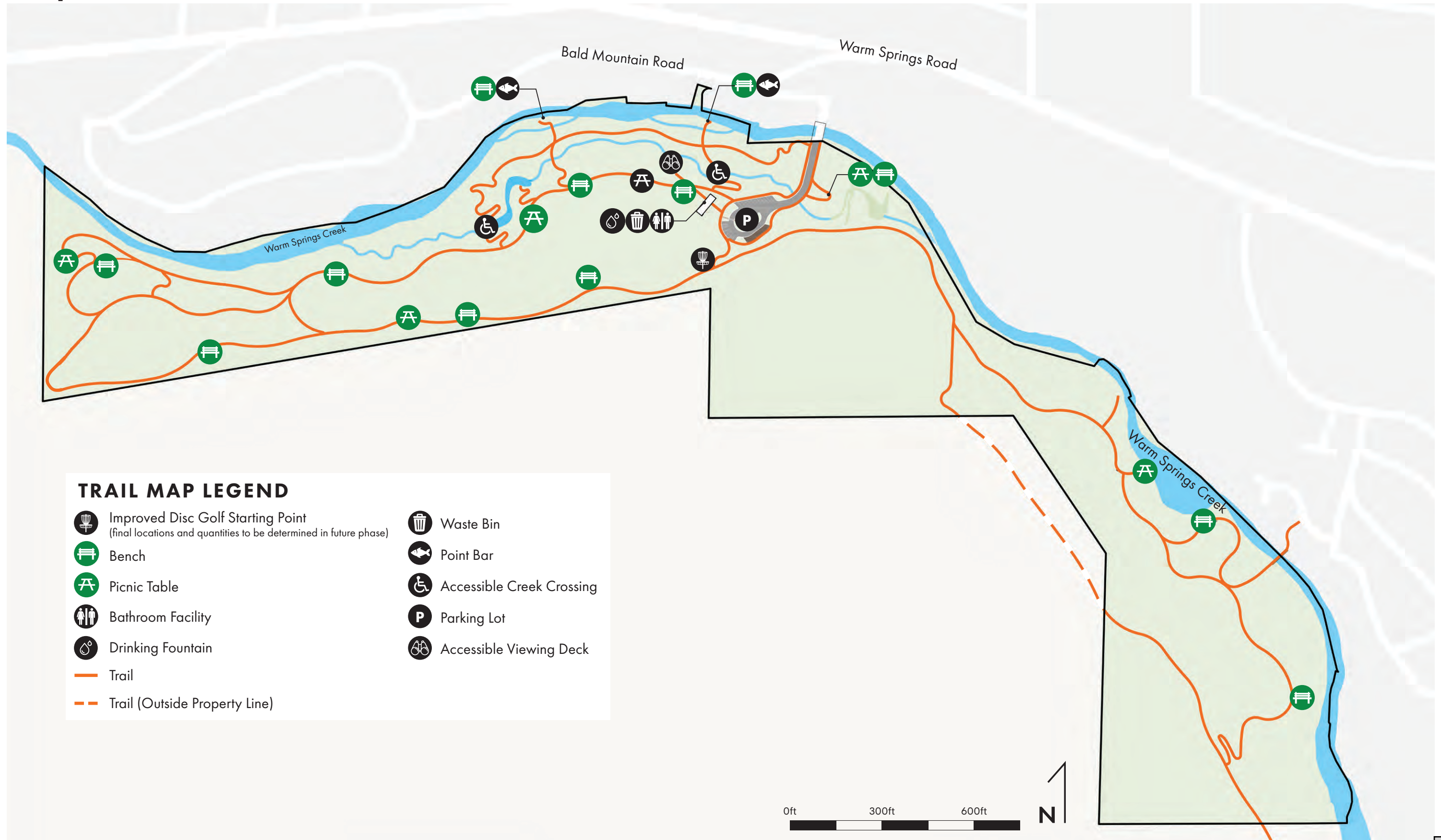
Overall Plan



Legend

- | | |
|--|--------------------------------|
| 1 Fairway - 9 acres | ADA Trails & Parking |
| 2 Middle Terrace - 4 acres | Bench |
| 3 Lower Creek Edge - 9 acres | Picnic Table |
| 4 Southern Floodplain - 15 acres | Creek Access |
| 5 The Woods - 22 acres | Bathroom Facility |
| 6 The Creek - 5.5 acres | Drinking Fountain |
| 7 Parking & Facilities - 1 acre | Disc Golf Start Starting Point |

Proposed Trail Network

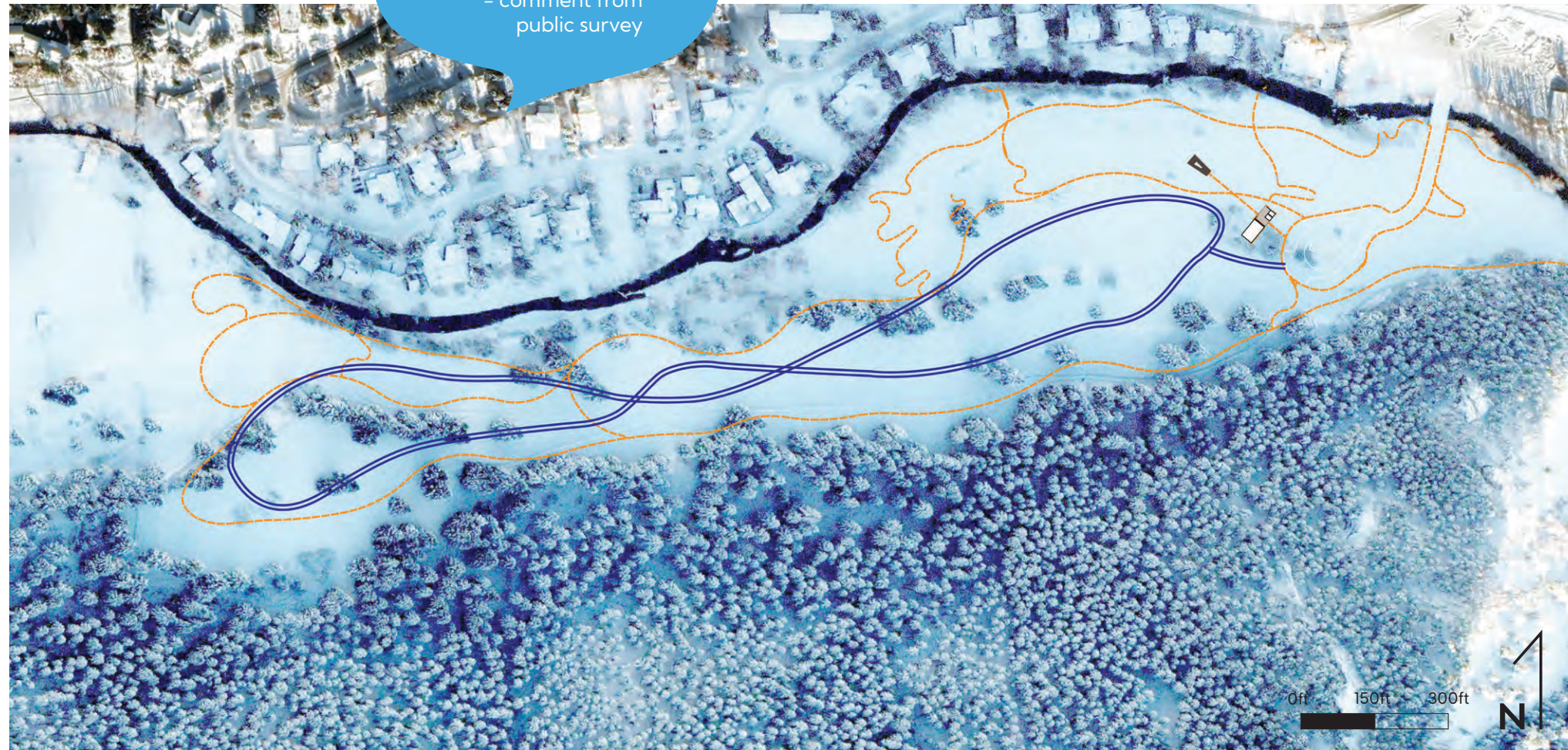


TRAIL MAP LEGEND

- | | |
|--|---------------------------|
| Improved Disc Golf Starting Point
(final locations and quantities to be determined in future phase) | Waste Bin |
| Bench | Point Bar |
| Picnic Table | Accessible Creek Crossing |
| Bathroom Facility | Parking Lot |
| Drinking Fountain | Accessible Viewing Deck |
| Trail | |
| Trail (Outside Property Line) | |

Proposed Winter Trail Network

"Excited about Nordic skiing trails in the winter!"
- comment from public survey



----- Multi-Use Winter Trails == Nordic Skiing Track



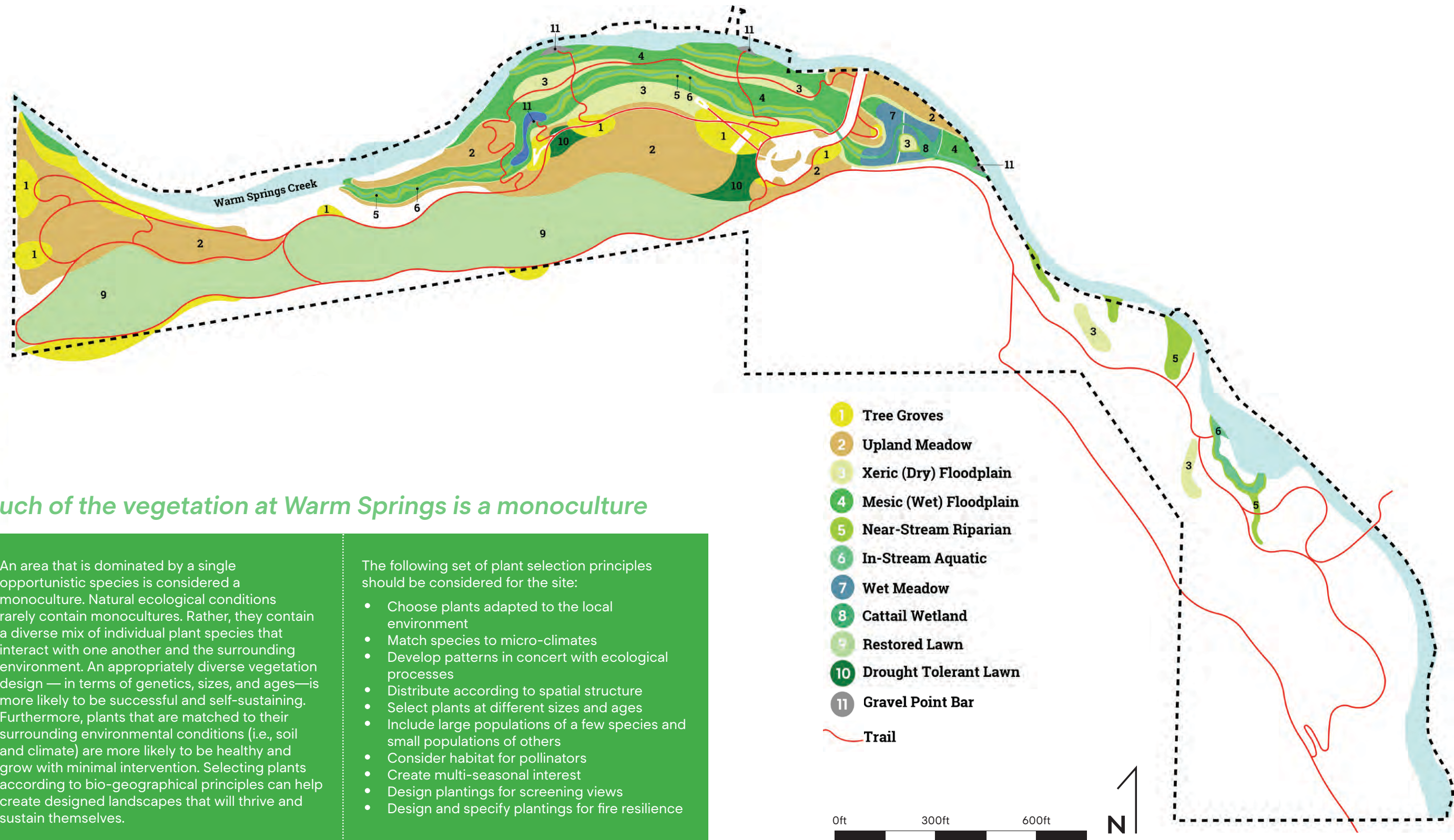
Cross Country Trails, 2023



Cross Country Trails, 2023

Planting Character Zones: Plan

The proposed planting design would introduce a variety of native plant communities especially in the restored areas along the creek.



Much of the vegetation at Warm Springs is a monoculture

An area that is dominated by a single opportunistic species is considered a monoculture. Natural ecological conditions rarely contain monocultures. Rather, they contain a diverse mix of individual plant species that interact with one another and the surrounding environment. An appropriately diverse vegetation design — in terms of genetics, sizes, and ages—is more likely to be successful and self-sustaining. Furthermore, plants that are matched to their surrounding environmental conditions (i.e., soil and climate) are more likely to be healthy and grow with minimal intervention. Selecting plants according to bio-geographical principles can help create designed landscapes that will thrive and sustain themselves.

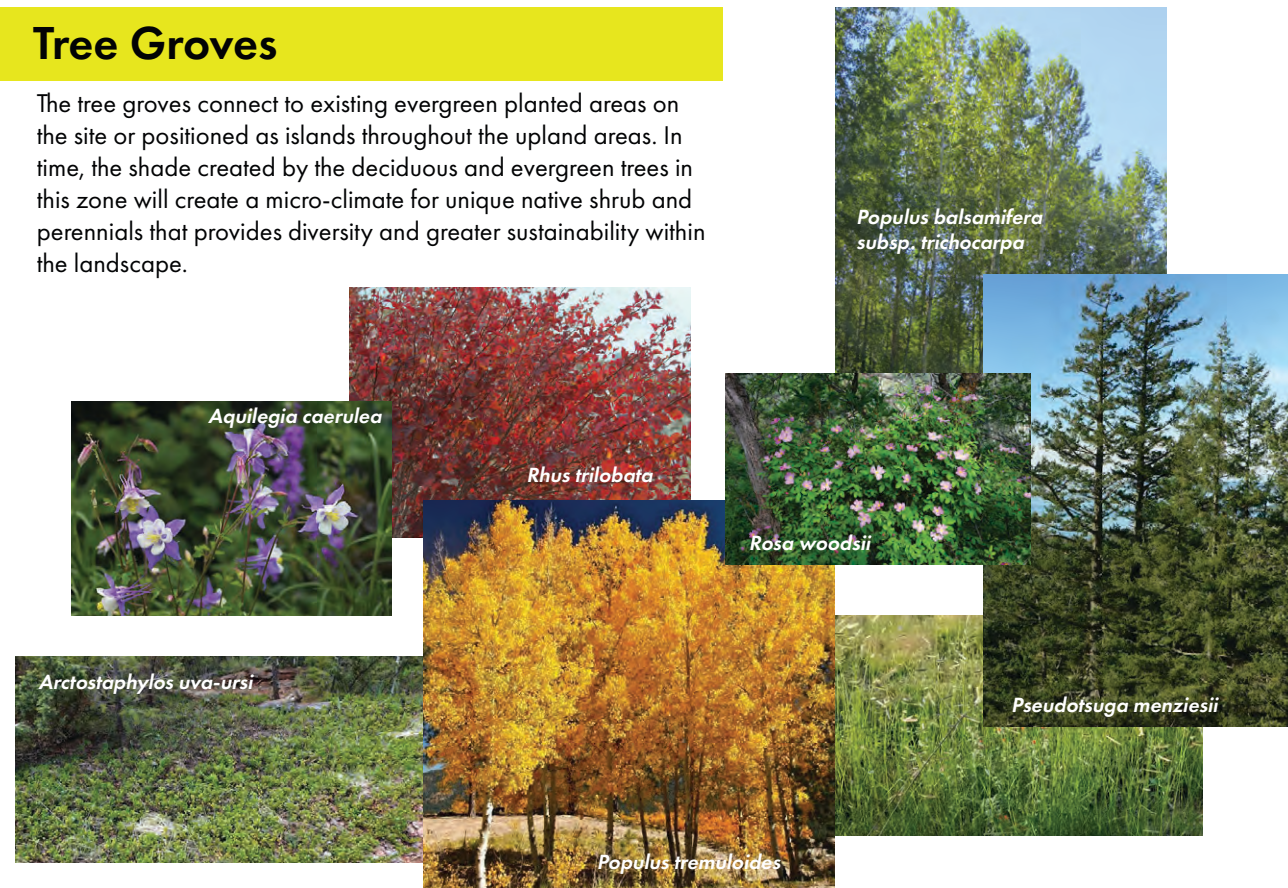
The following set of plant selection principles should be considered for the site:

- Choose plants adapted to the local environment
- Match species to micro-climates
- Develop patterns in concert with ecological processes
- Distribute according to spatial structure
- Select plants at different sizes and ages
- Include large populations of a few species and small populations of others
- Consider habitat for pollinators
- Create multi-seasonal interest
- Design plantings for screening views
- Design and specify plantings for fire resilience

Planting Character Zones: Palettes

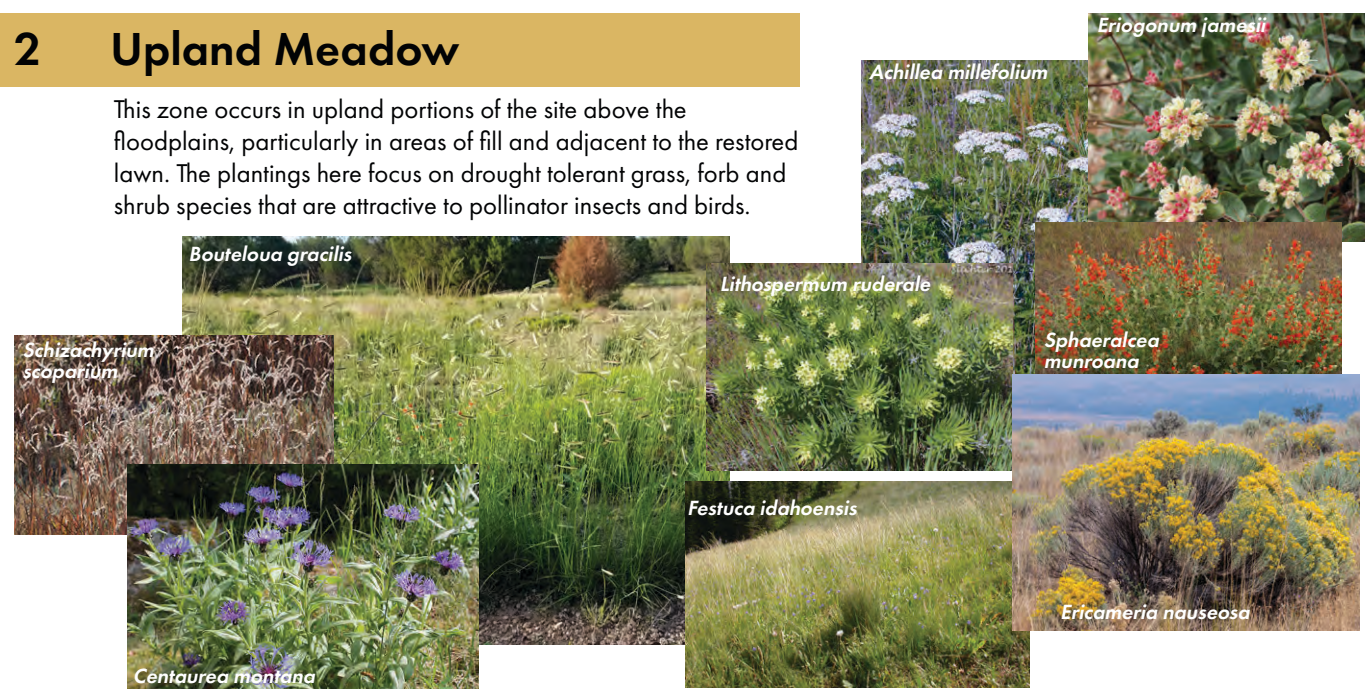
1 Tree Groves

The tree groves connect to existing evergreen planted areas on the site or positioned as islands throughout the upland areas. In time, the shade created by the deciduous and evergreen trees in this zone will create a micro-climate for unique native shrub and perennials that provides diversity and greater sustainability within the landscape.



2 Upland Meadow

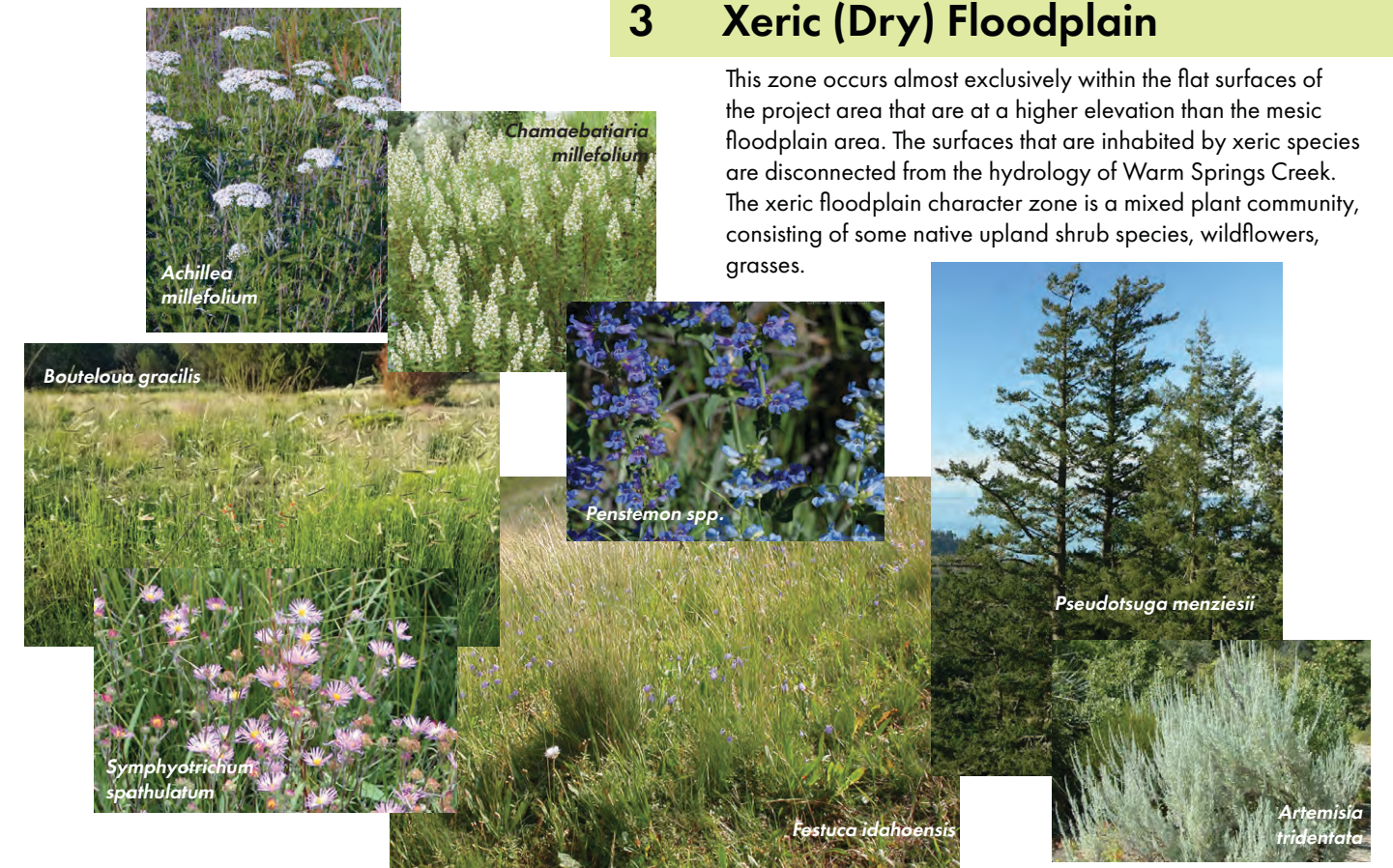
This zone occurs in upland portions of the site above the floodplains, particularly in areas of fill and adjacent to the restored lawn. The plantings here focus on drought tolerant grass, forb and shrub species that are attractive to pollinator insects and birds.



- NOTES:
1. These are images of example plant species that these plant communities may be comprised of
 2. Because the preserve is frequented by dogs and wildlife, the final plan will carefully examine the safety of all chosen plant species

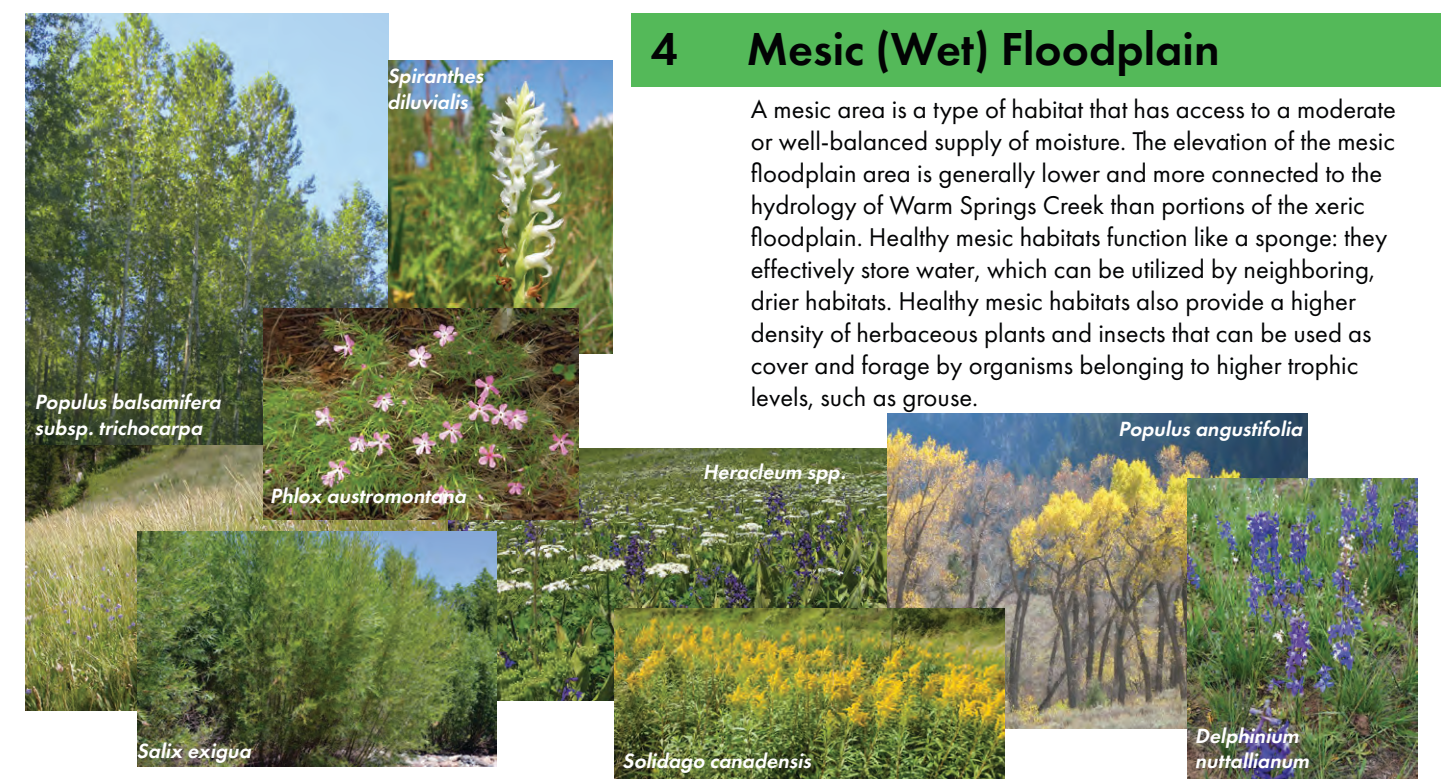
3 Xeric (Dry) Floodplain

This zone occurs almost exclusively within the flat surfaces of the project area that are at a higher elevation than the mesic floodplain area. The surfaces that are inhabited by xeric species are disconnected from the hydrology of Warm Springs Creek. The xeric floodplain character zone is a mixed plant community, consisting of some native upland shrub species, wildflowers, grasses.



4 Mesic (Wet) Floodplain

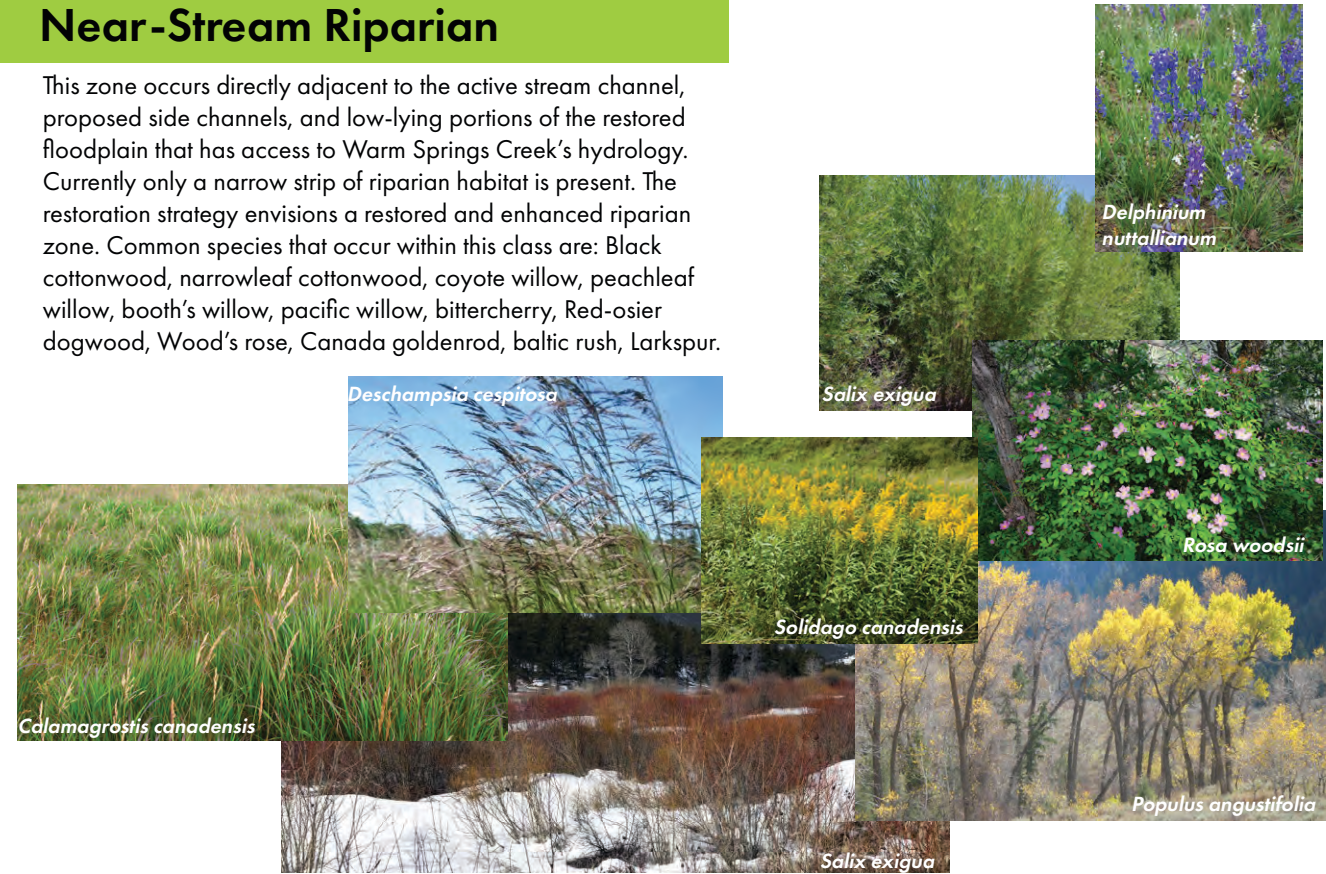
A mesic area is a type of habitat that has access to a moderate or well-balanced supply of moisture. The elevation of the mesic floodplain area is generally lower and more connected to the hydrology of Warm Springs Creek than portions of the xeric floodplain. Healthy mesic habitats function like a sponge: they effectively store water, which can be utilized by neighboring, drier habitats. Healthy mesic habitats also provide a higher density of herbaceous plants and insects that can be used as cover and forage by organisms belonging to higher trophic levels, such as grouse.



Planting Character Zones: Palettes

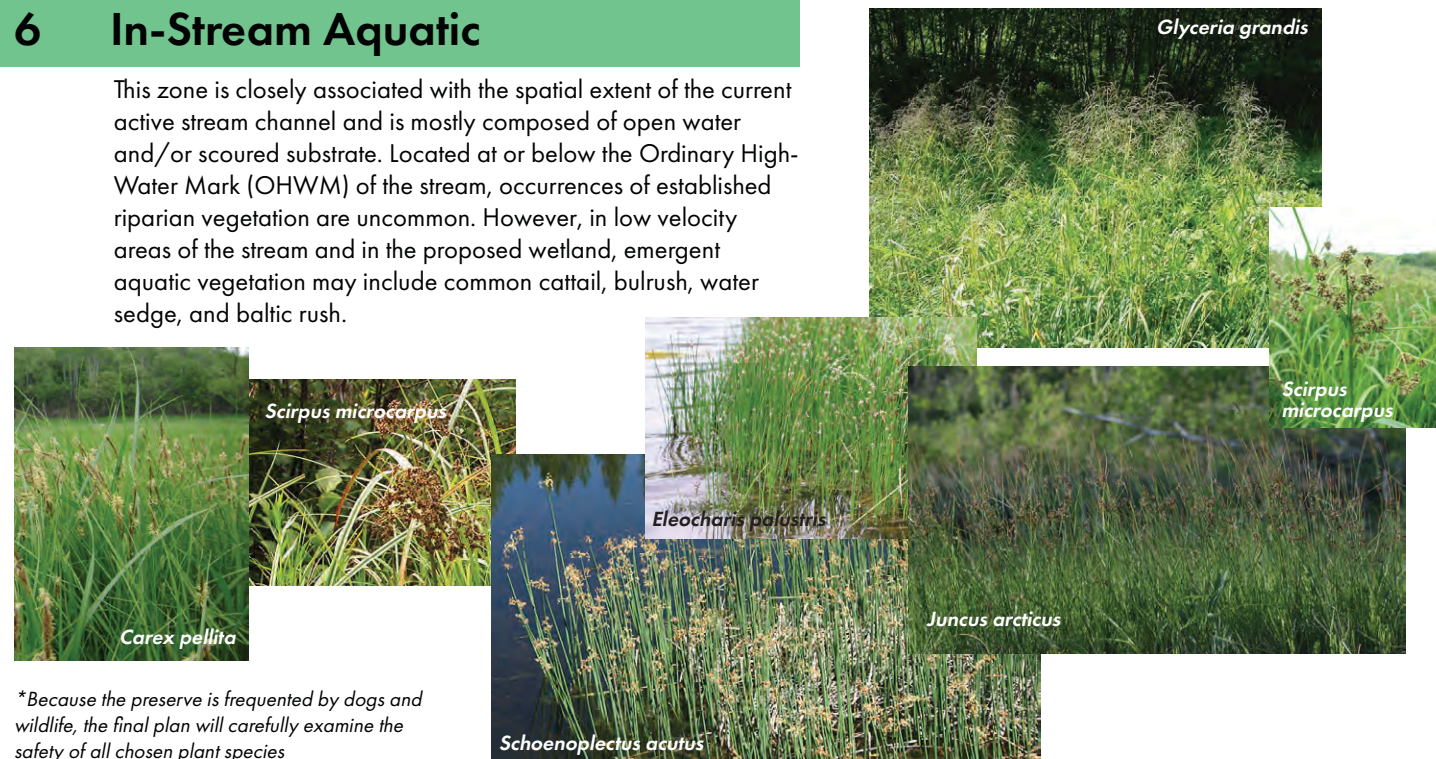
5 Near-Stream Riparian

This zone occurs directly adjacent to the active stream channel, proposed side channels, and low-lying portions of the restored floodplain that has access to Warm Springs Creek’s hydrology. Currently only a narrow strip of riparian habitat is present. The restoration strategy envisions a restored and enhanced riparian zone. Common species that occur within this class are: Black cottonwood, narrowleaf cottonwood, coyote willow, peachleaf willow, booth’s willow, pacific willow, bittercherry, Red-osier dogwood, Wood’s rose, Canada goldenrod, baltic rush, Larkspur.

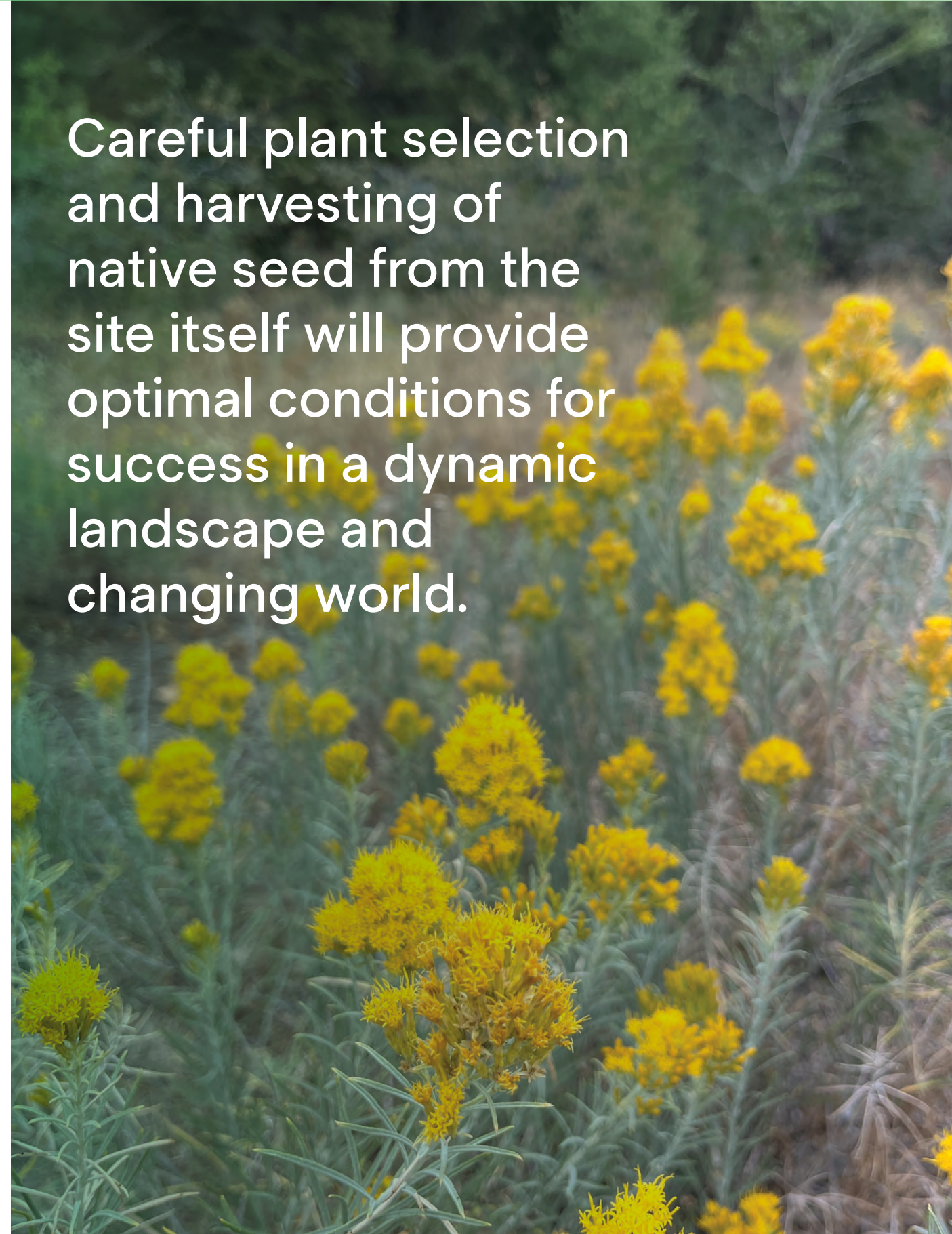


6 In-Stream Aquatic

This zone is closely associated with the spatial extent of the current active stream channel and is mostly composed of open water and/or scoured substrate. Located at or below the Ordinary High-Water Mark (OHWM) of the stream, occurrences of established riparian vegetation are uncommon. However, in low velocity areas of the stream and in the proposed wetland, emergent aquatic vegetation may include common cattail, bulrush, water sedge, and baltic rush.



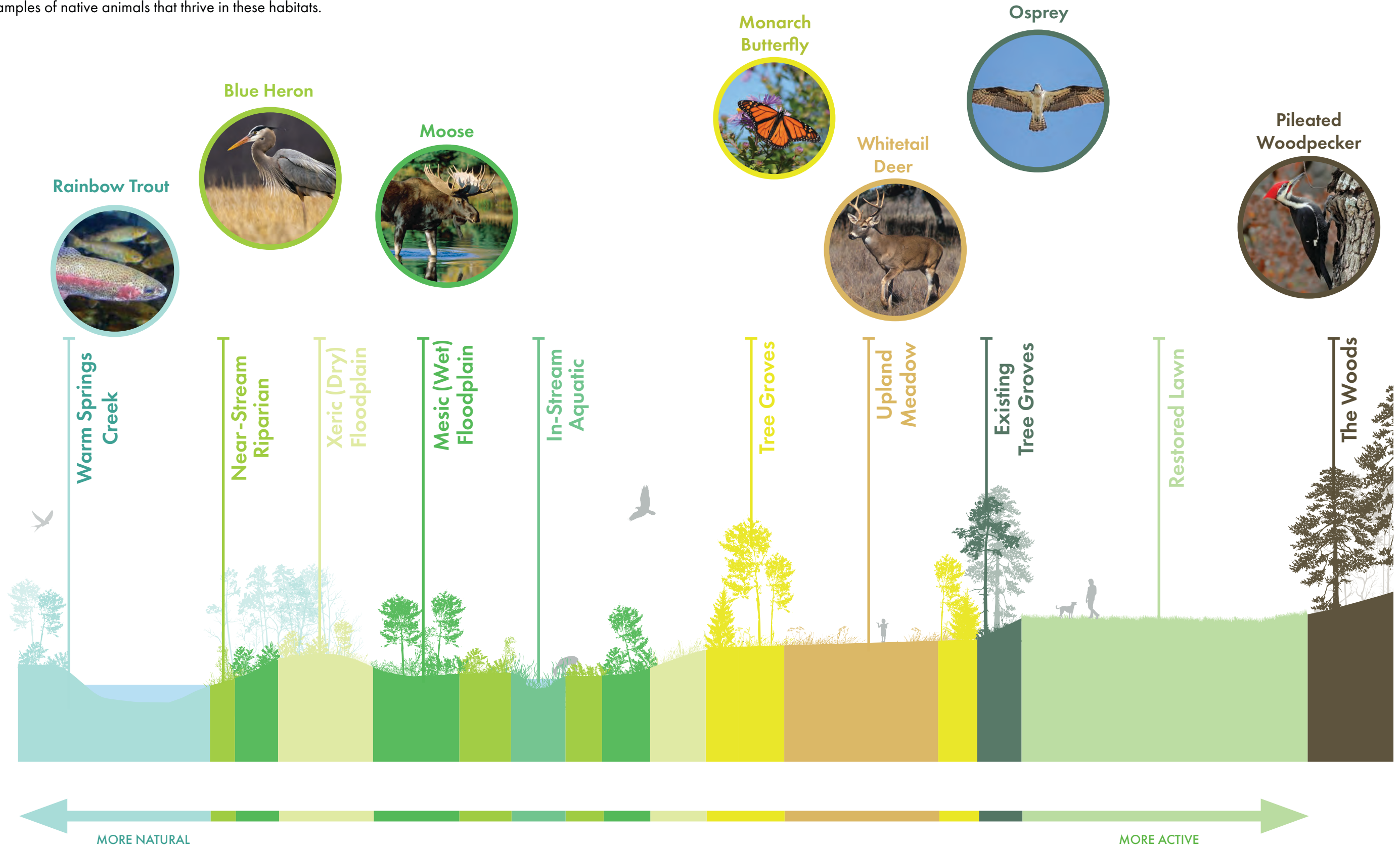
*Because the preserve is frequented by dogs and wildlife, the final plan will carefully examine the safety of all chosen plant species



Careful plant selection and harvesting of native seed from the site itself will provide optimal conditions for success in a dynamic landscape and changing world.

Planting Character Zones Section

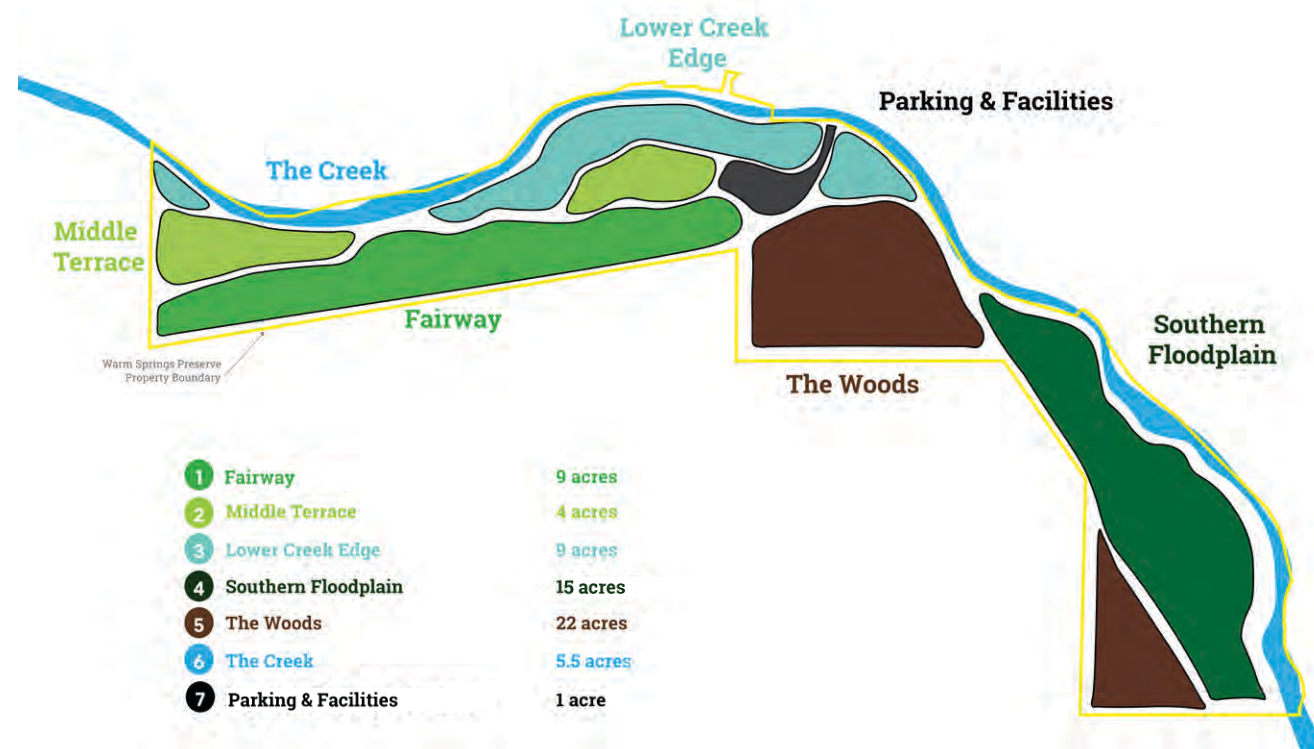
This is a conceptual section cut through of the different proposed plant character zones, and some examples of native animals that thrive in these habitats.



Zones

7 distinct zones cultivate a rich open space experience from the river's edge to the woodland.

Warm Springs Preserve includes a variety of different landscape conditions, each separated by distinct topography and vegetative characteristics. The master vision plan considers each of these areas as different opportunities for future-forward improvements from preserving the fairway lawn and improving the irrigation system to more extensive restoration in the lower floodplain along Warm Springs Creek.



Improvements, by zone

Fairway	Preserved Upper Terrace Fairway with replaced irrigation system, new donor benches and picnic tables
Earthworks and grading to receive the soil from the excavated floodplain. Planted with native meadow species and pockets of aspen groves.	Middle Terrace
Lower Creek Edge	Restored floodplain ecosystem with new side channels and irrigation pond.
Minimally touched floodplain zone with minor grading updates, floodplain connections, soft surface pathways, invasive species removal, and in-stream fish habitat (wood & boulders)	Southern Floodplain
The Woods	Forest within the property, which is a major connection for visitors
New gravel point bars for people and dog access. Install in-stream fish habitat (wood and boulders)	The Creek
Parking + Facilities	Year-round public restrooms, storage building for maintenance equipment, donor recognition wall, history and preserve map, bike racks, leash hook board



Parking & Facilities

The existing entry sequence and parking lot pose substantial maintenance challenges, particularly during the long winter season. To improve the existing parking area and reduce maintenance, the design proposes paving the parking lot; adjusting its shape to increase efficiency; and providing designated accessible parking spaces. A clearly delineated path provides safe pedestrian access around the parking lot and a designated snow storage location will reduce the "walling in" of the parking lot in times of heavy snow.

What's planned:

- (2) year-round public toilets
- 1,000 sq. ft. (max) storage building for maintenance equipment
- Donor recognition wall (\$1,000+ donors)
- History and preserve map
- Bike racks
- Leash hook board
- (24) Parking spaces, including 2 handicap accessible spaces (asphalt paving)





Illustrative view of welcome building from parking lot

Welcome Building

The proposed restroom and storage building will be compact and efficient while providing needed services and facilities to support the Preserve. It will include two (2) toilets for year-round use, storage for maintenance, water fountains for people and dogs, waste bins, donor wall to recognize community supporters, a trail map, historical information, bike racks, and sheltered seating. An enhanced grove of trees will provide ample screening from within the Preserve.



Parking Lot

The proposed parking lot will have 24 stalls total per the warranty deed, with 2 handicap parking spaces included. The parking lot design considers stormwater runoff and snow storage.

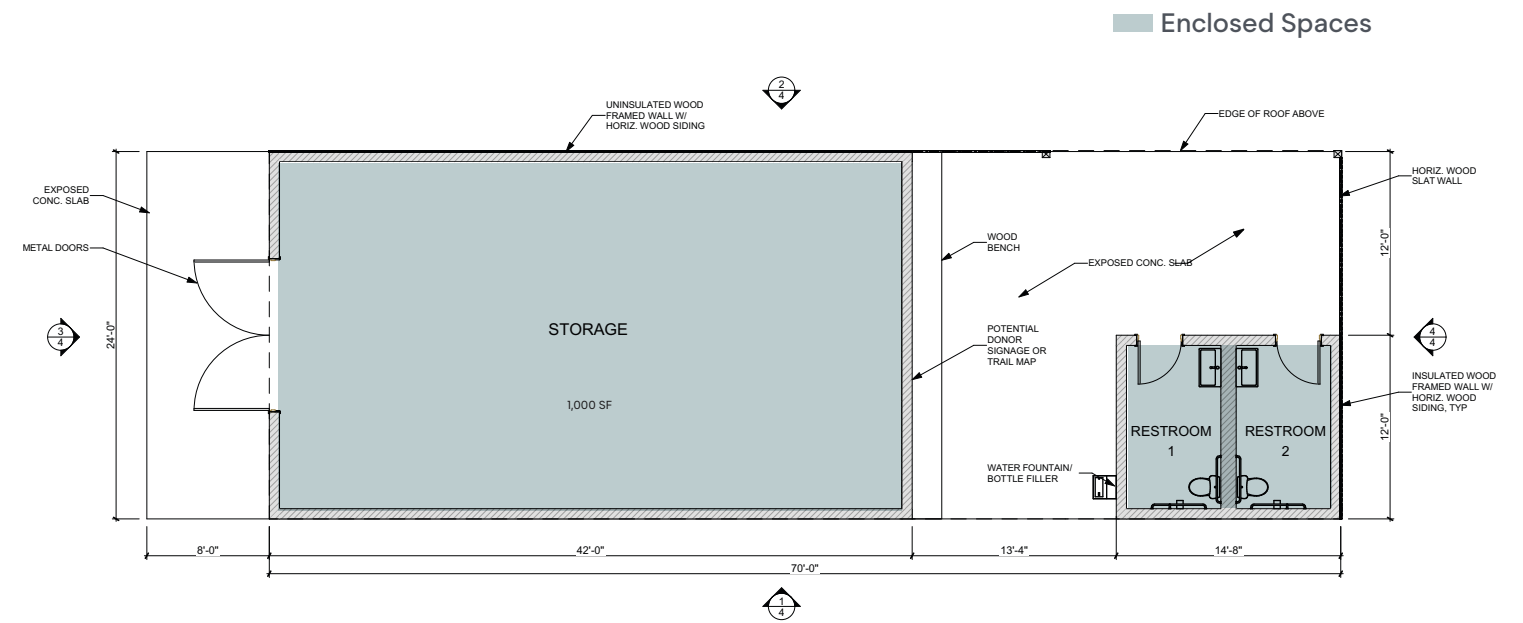


Birds eye illustrative view of parking lot from welcome building

Welcome Building



Illustrative view of welcome building and side channel



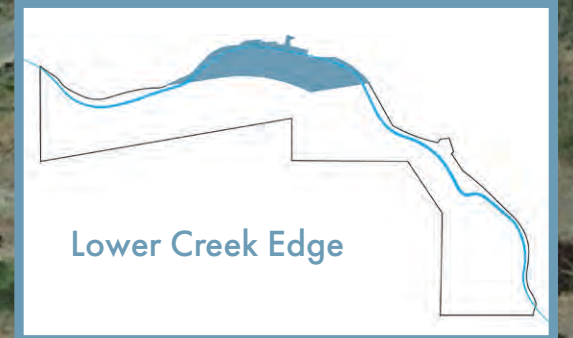
Building Floor Plan



Illustrative view of east elevation from parking lot



Illustrative view of welcome building from parking lot



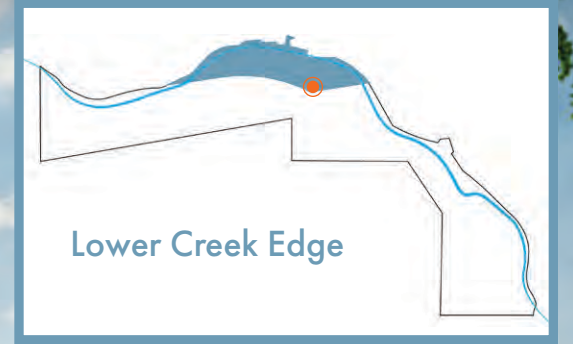
Lower Creek Edge

The proposed design for the lower creek edge expands and enhances the floodplain to restore ecological services and wildlife habitat. Excavated materials are relocated to the middle terrace and revegetated with native plants.

What's planned:

- Extensive grading & earthworks
- New side channel and pond
- Gravel bars
- Low water crossings for side channels
- Expanded riparian zone, including native trees and shrubs
- New beaver wetland





New Floodplain Channel

Restored Floodplain

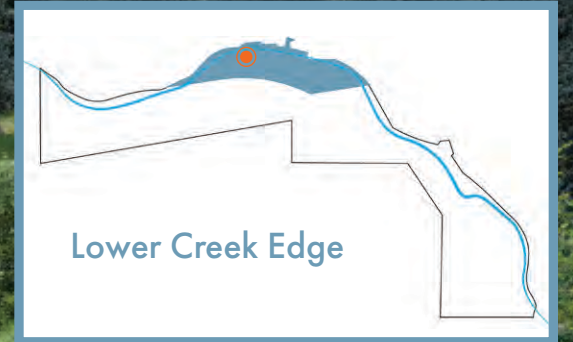
Interpretive Sign

Xeric (Dry) Floodplain

Accessible Viewing Deck

“Warm Springs Preserve is the last opportunity for large-scale habitat restoration in lower Warm Springs Creek”

- Wood River Land Trust



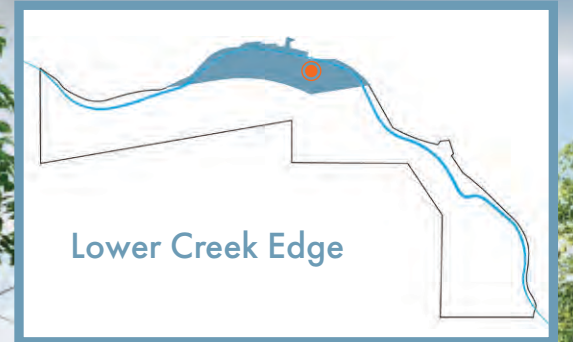
FUN FACT

Reconnecting the creek to the floodplain will reduce potential flood damage to neighbors, reduce irrigation needs, and benefit fish and wildlife.

New Floodplain Channel

Stepping Stones

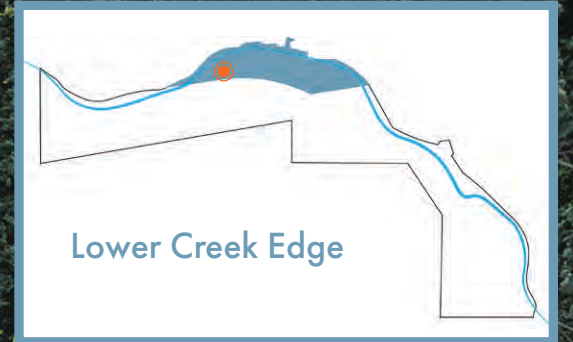
Mesic (Wet) Floodplain



Mesic (Wet) Floodplain

Footbridge

Soft Surface Trail

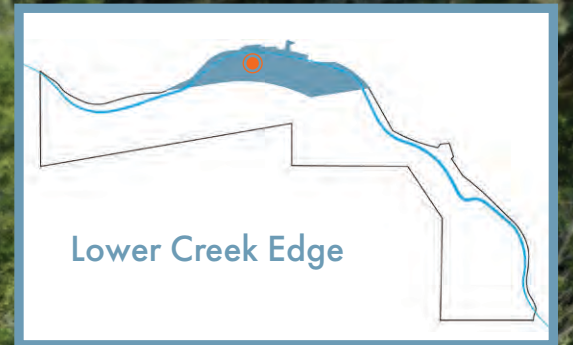


Screened Pump House

Picnic Area

Irrigation Pond

"Very excited for flood mitigation and restoration facets of the project. And of course, the off-leash dog access and open space for everyone."
- comment from public survey



Warm Springs Creek

Aspen Groves

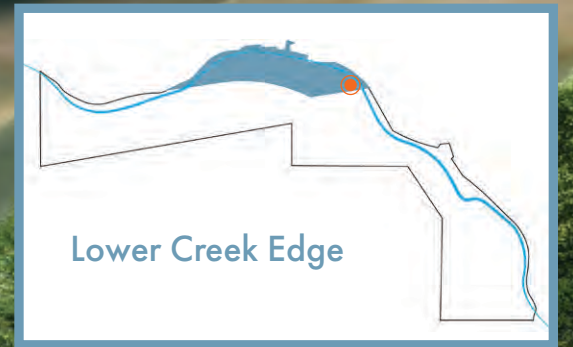
New Floodplain Channel

Woody Debris for Restoration

FUN FACT

Trout love a healthy riparian zone. Densities are 8-10 times higher in healthy creek habitats that includes large woody debris and a healthy riparian zone





Ridge Trail to Southern Floodplain
←

Beaver Dam Relic

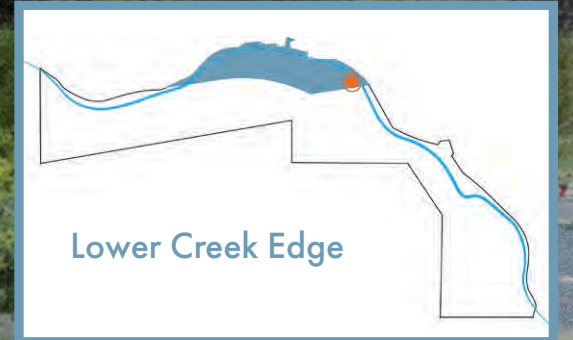
Side Channel

Wetland Overlook

New Channel Culvert

Wet Meadow

Cattail Marsh

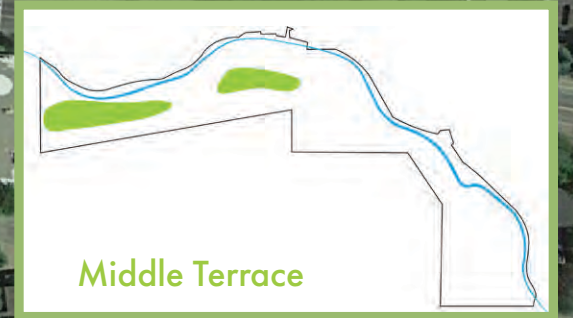


Middle Terrace

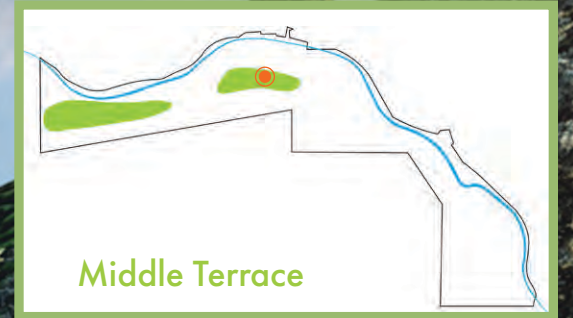
To reduce costs and keep all excavated earth on site, the middle terrace will receive the fill excavated from the restoration. This will be replanted with native grasses and wildflowers as well as expanded aspen groves for shaded seating areas.

What's planned:

- Seasonal native wildflower meadow
- Enhanced biodiversity & pollinator species
- Minimal irrigation
- Mown pathways



AREAS TO RECEIVE FILL FROM EXCAVATED FLOODPLAIN, TO BE REVEGETATED WITH NATIVE WILDFLOWER MEADOW



Floodplain View Deck

Existing Aspen Grove

Soft Surface Trails

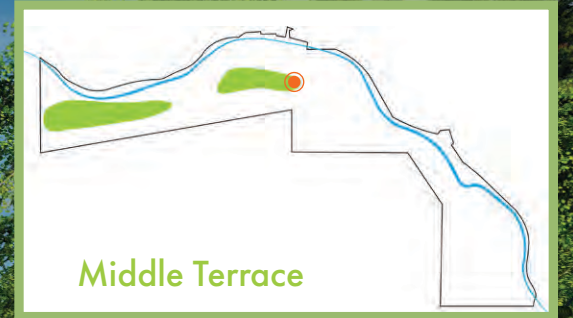
Fairway

Upland Meadow

Upland Meadow

Donor Bench

JANE SMITH



Existing Tree Grove

Welcome Building

Native Wildflower Understory

"A winding walking path around the circumference of the park is important as a way of providing access to the elderly, disabled, or injured."

- comment from public survey

Accessible Soft Surface Pathways

Fairway

Ketchum residents and dogs alike cherish the existing Fairway. The Fairway provides an incredible experience for off-leash dogs outings, trail hiking and cross country skiing. The concept design retains the integrity of the existing landscape, while making it more sustainable. The design proposes test plot opportunities to transition the existing Kentucky bluegrass lawn to a drought-tolerant species. Amenities such as new benches, picnic tables and waste bins will improve visitors' comfort. The existing path will be updated to ensure universal ADA access.

What's planned:

- Maintain fairway with some restored edges
- Replace inefficient irrigation system
- Opportunities for benches & picnic tables
- Potential for wildlife-proof waste bins
- Update existing path to ensure ADA access

"Strategize how to manage relationships between people, dogs and wildlife"

- comment from public survey





Open Lawn

Middle Terrace

Welcome Building

Parking Lot

Irrigation

Why is the new irrigation system important?

Currently, Warm Springs Preserve uses **80% more water per acre** than the ballfields at Atkinson Park.



In July 2022

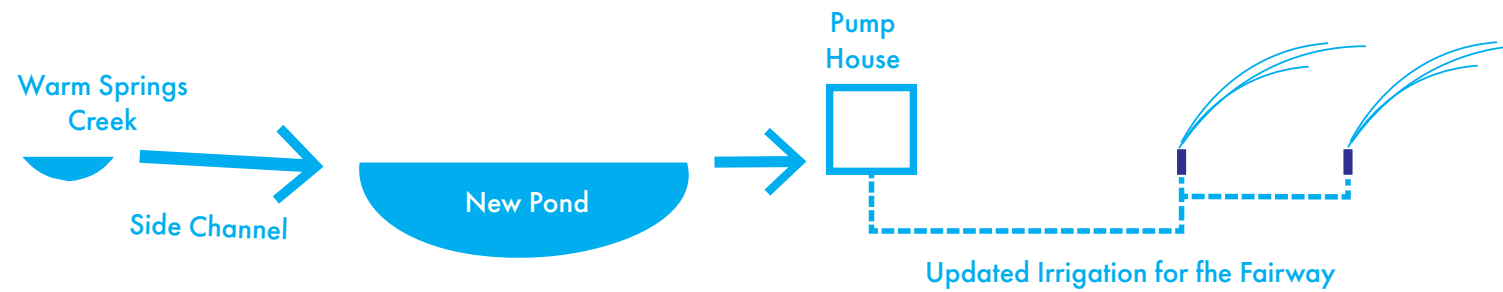
Atkinson Park:
9.5 acres @ 1.25 mil gal
131,500 gal/acre



Warm Springs Preserve:
10.5 acres @ 2.5 mil gal
238,000 gal/acre

How the new irrigation system will work:

The new irrigation system will be much more efficient, and will only run at night!



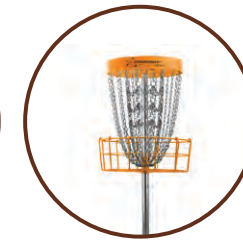
Amenities



Wildlife Proof Waste Bin

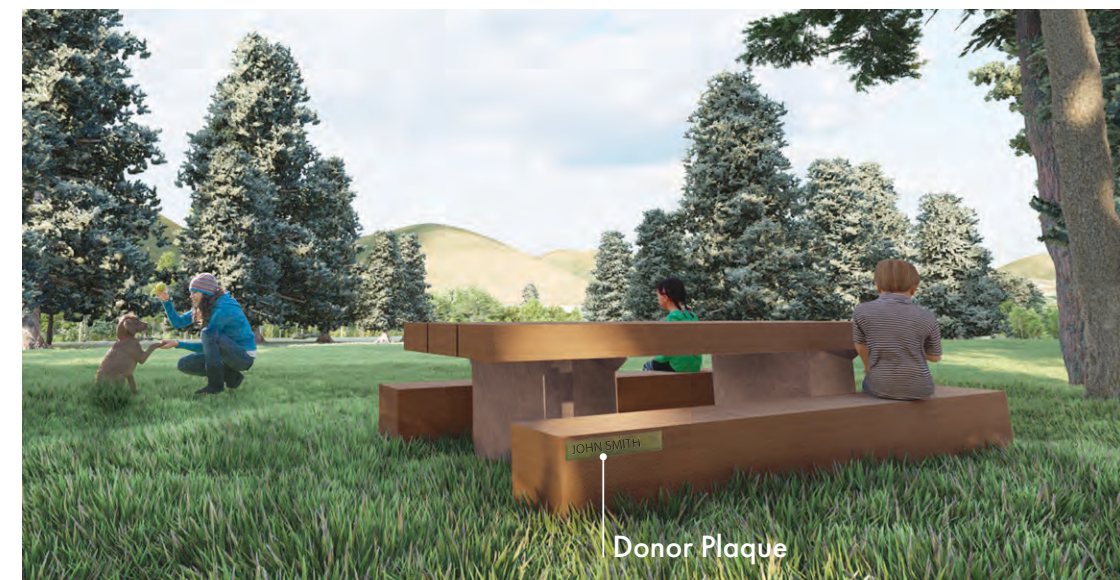


Dog Station



Disc Golf Basket

Donor recognition elements embody inclusive values by providing a variety of accessible options for all members of the community.



Southern Floodplain

The intent for this area is to celebrate and preserve the existing floodplain along the creek while improving access and floodplain connectivity. On the southern property, minimal human influence has allowed much of the native ecosystems to thrive. However, a few minor improvements can substantially influence floodplain connectivity. The current creek alignment lacks pools and habitat complexity while the floodplain is poorly connected and features a growing weed population. Minor soil excavations, selective weed removal and overseeding of native plant material will reconnect the creek to the floodplain and allow for the recolonization of native riparian species.

What's planned:

- Light touch, minor enhancements
- Minor grading
- Strategic floodplain connections
- One minimal soft surface pathway to connect at key access points
- Removal of invasive species
- In-stream fish habitat (wood & boulders)



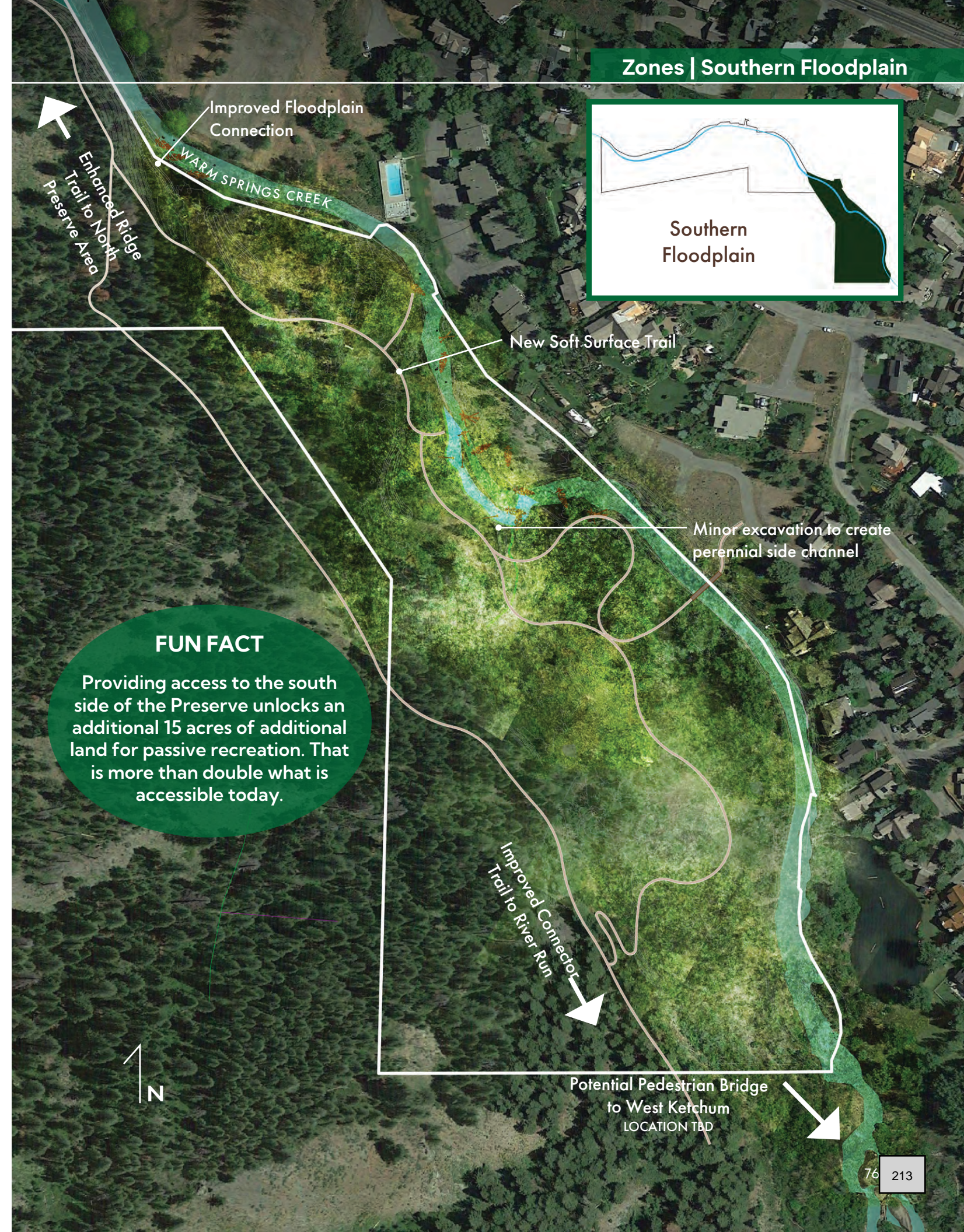
Accessible Soft Surface Trail



Riparian Forest



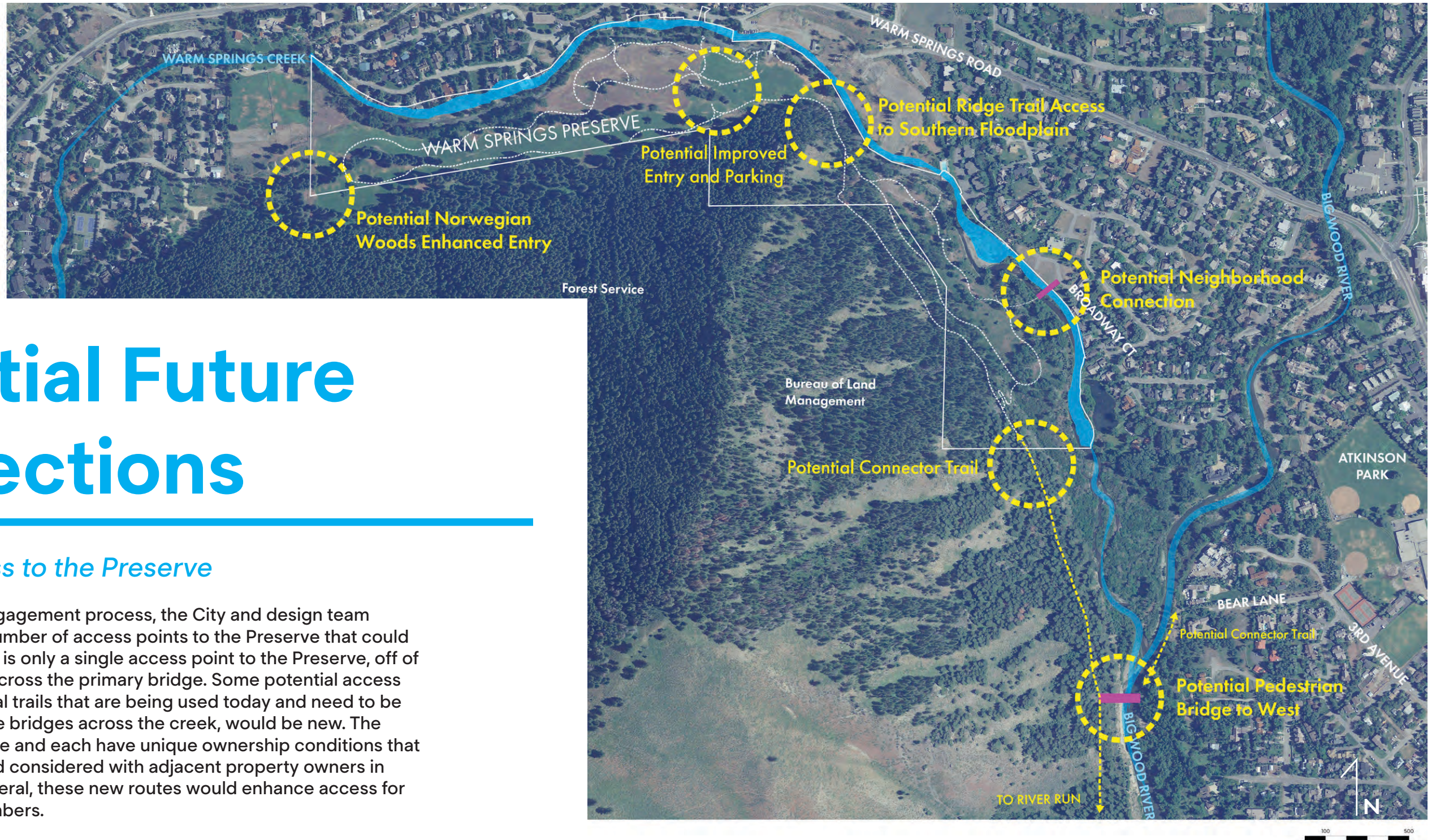
Illustration of Proposed Soft Surface Path through Existing Native Landscape



Zones | Southern Floodplain

Southern Floodplain

FUN FACT
 Providing access to the south side of the Preserve unlocks an additional 15 acres of additional land for passive recreation. That is more than double what is accessible today.

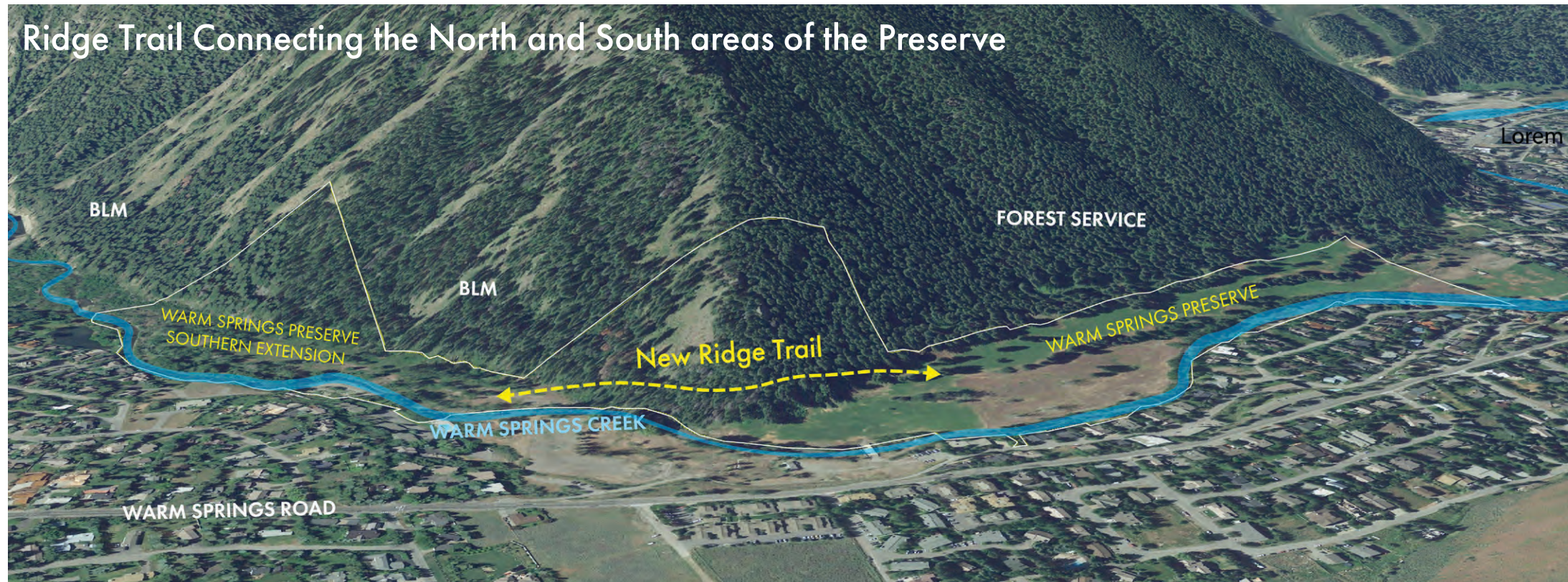


Potential Future Connections

Expanding Access to the Preserve

During the community engagement process, the City and design team heard that there were a number of access points to the Preserve that could be improved. Today, there is only a single access point to the Preserve, off of Warm Springs Road and across the primary bridge. Some potential access points are existing informal trails that are being used today and need to be formalized. Others, like the bridges across the creek, would be new. The opportunities range in type and each have unique ownership conditions that need to be negotiated and considered with adjacent property owners in concert with costs. In general, these new routes would enhance access for Ketchum community members.

Ridge Trail Connecting the North and South areas of the Preserve



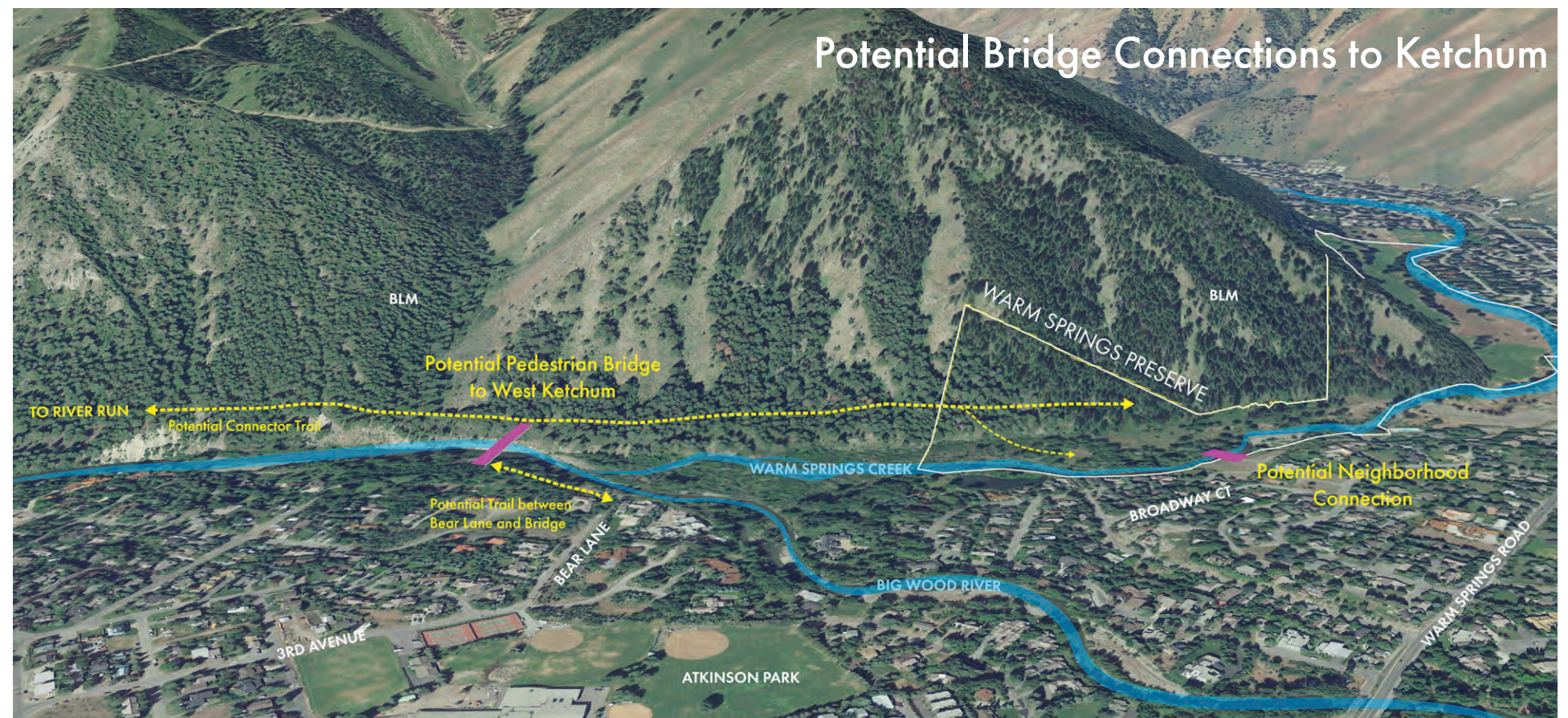
The Ridge Trail

While the City's purchase of the Preserve opened access to the Southern Floodplain's 15-acres, the area is nearly inaccessible. A very steep dirt trail rounds the ridge above Warm Springs Creek, and some residents indicate that during low creek flows they can cross the Creek. The Vision Plan includes a new and improved hiking trail that would allow visitors to connect from the North to the South of the Preserve from the parking area, as shown in the map to the left.

West Ketchum Bridges

Many community members expressed excitement about creating one or two access points that would cross Warm Springs Creek or the Big Wood River to connect to trails in the Preserve. The City and design team studied various options and, based on feasibility, determined that the two locations shown in the map to the right would be potential access locations. A West Ketchum connection below the confluence would be on Bureau of Land Management land and require approval from the Bureau of Land Management. The second neighborhood connection shown requires additional study and community support. Access could range from simply improving the safety of the existing public access point or to installing year-round footbridge.

Potential Bridge Connections to Ketchum



Existing Warm Springs Creek Conditions

- Poor flood conveyance and high risk of flood impacts
- Limited juvenile rearing habitat
- Low quality spawning habitat
- Poor groundwater recharge
- High rates of sediment transport
- Low biodiversity
- Greater risk of bank erosion



Existing Warm Springs Creek

Healthy Stream System

- Improved flood management
- Resilient to wildfire
- High biodiversity
- Extensive range of habitat types and area
- High quality habitat for fish
- Lower risk of erosion
- Increased groundwater recharge



Example Restored Creek and Floodplain

Restoration

Why Restoration?

From past work on this site and in the area, we know that Warm Springs Creek is highly confined, armored, and incised. Floodplain connectivity is much less frequent than historically, not activating until over a 100-year flood for most of the project site. Fish habitat is generally degraded, with few pools and cover in the stream channel, and very limited off-channel habitat particularly for juvenile fish. The riparian area has also been largely cleared, reducing shade and nutrient cycling, as well as potential fire buffering for neighboring communities. The existing stream and floodplain are poorly connected to the groundwater table necessitating special consideration when working in and around the stream bed but also when considering riparian and wetland restoration on the floodplain.

Logistical Benefits

- Project Principles based on Stakeholder feedback
- City of Ketchum commitments
- Improve funding opportunities

Ecological Benefits

- Improve stream function
- Improve fish and wildlife habitat
- Dissipate flood risk
- Reduce stream energy
- Potential water savings
- Improve riparian shade and aesthetics

Restoration Outcomes



Active Sediment Bars



Side Channels



Active Floodplain



Dense Riparian Corridor

Proposed In-Stream Restoration

Several improvements are proposed within the creek edge to enhance the hydrological and ecological health of the creek.

What's planned:

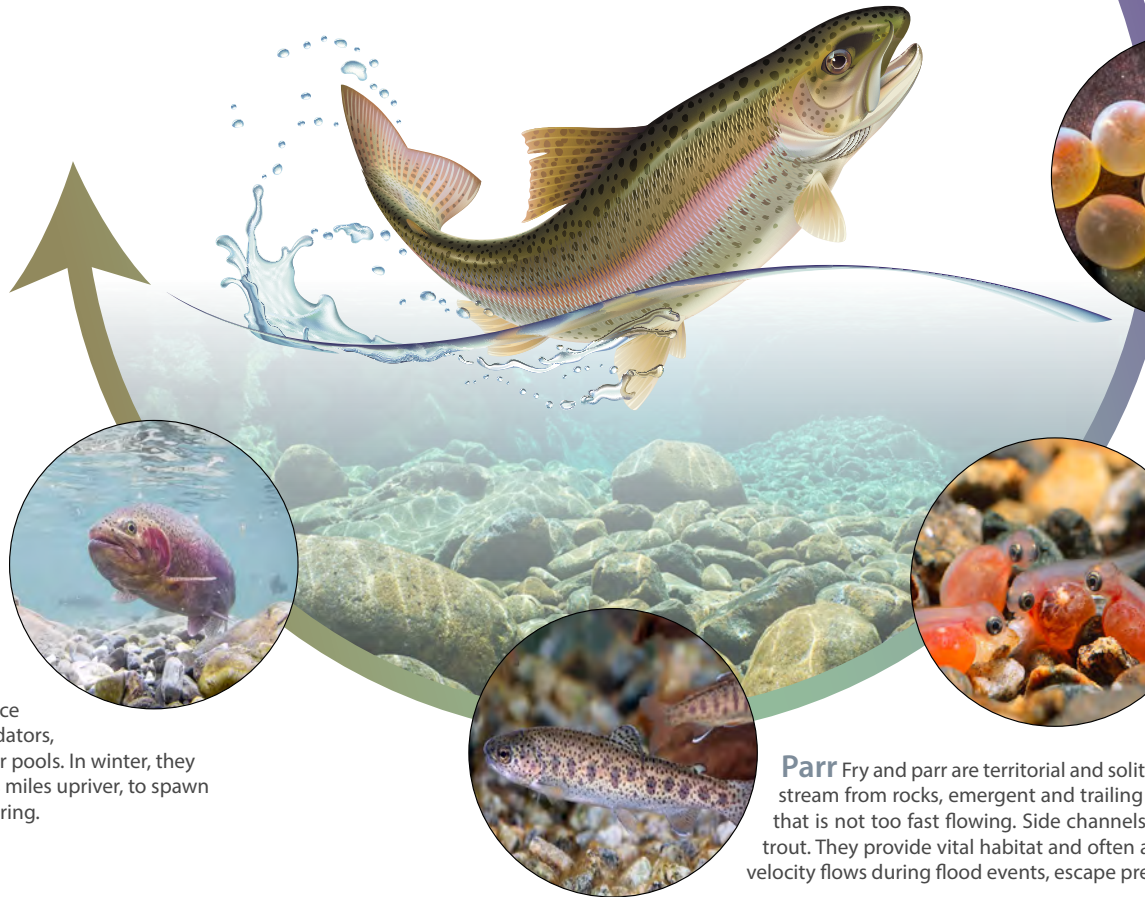
- Improved fish habitat
- Modifications will create more pools and off channel areas for juvenile fish
- Greater floodplain connection
- Native riparian vegetation



Appendix

Trout Life Stages and Preferred Habitat

Trout need cool, clear water and plenty of food to eat. They also need cover from predators and room to travel upstream and down at different times of the year when feeding, overwintering and spawning.



Spawning Female trout dig a nest or redd in clean gravel shallows. As she releases her eggs, they are fertilized by the male and then covered with gravel. The gravels must be 10-40mm in size, loose and free of silt with plenty of oxygen rich water flowing through them. Spawning occurs in the spring.

Eggs At 2-5mm in diameter, eggs incubate in clean gravels and hatch into alevins. Female rainbow trout usually produce 2000 to 3000 eggs. The eggs usually hatch in about four to seven weeks, depending on stream temperature.

Alevins Newly hatched trout are called sac fry or alevin. Alevins stay in the gravel, living off the yolk sac. In approximately two weeks, the yolk sac is completely consumed, and fry commence feeding mainly on zooplankton. They then emerge as fry, set up territories and grow into parr. Alevins develop into parr in early summer, depending on stream conditions.

Parr Fry and parr are territorial and solitary. They need plenty of cover in the stream from rocks, emergent and trailing bankside plants, and shallow water that is not too fast flowing. Side channels are incredibly important for native trout. They provide vital habitat and often allow these juveniles to escape high velocity flows during flood events, escape predators and offer a food resource.

Adults Adult trout have a territory that gives them a good supply of food and a place to hide from predators, preferring deeper pools. In winter, they migrate, perhaps miles upriver, to spawn in early to late spring.



Insects + Plants = Fish Food Aquatic invertebrates like insects, are integral to the trout food web. Insects feed on aquatic plants, decaying matter and microscopic animals. In turn, they become food for fish.



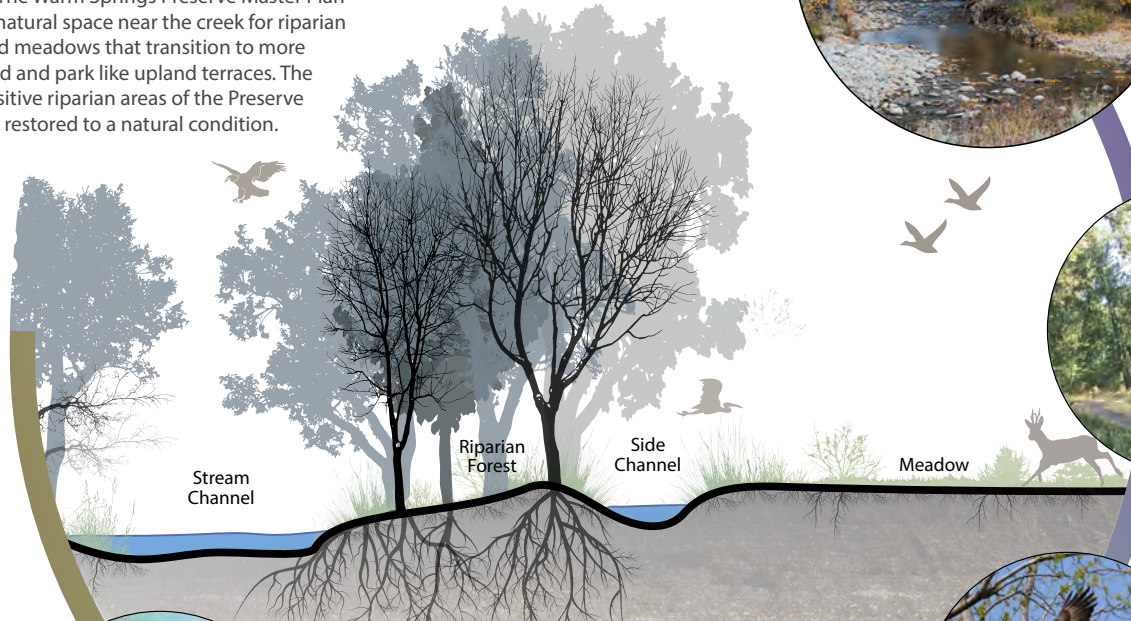
Riparian Vegetation Riparian vegetation helps stabilize banks while providing shade and cover for fish. Juvenile fish need slow water and cover generally near the bank and in side channels.



Deep Pools and Cover Adult fish need deep pools and cover often associated with in-stream wood and boulders.

Riparian Stream Edge

Riparian zones are the areas bordering the stream channel and provide many environmental and recreational benefits. The Warm Springs Preserve Master Plan includes natural space near the creek for riparian forest, and meadows that transition to more manicured and park like upland terraces. The most sensitive riparian areas of the Preserve are being restored to a natural condition.



Cottonwood - Willow Riparian Forest This community occurs at low elevations, along the stream channel, where the water table is high and/or there is year-round water flow. Frequent spring flows provide areas of scour and sedimentation within the channel; this dynamic hydrologic regime contributes to the habitat's structural diversity and high wildlife value.



Botanical Resources Vegetation within this community is predominantly composed of deciduous species. The tall riparian trees and dense understory result in almost full canopy cover. Typical tree species include cottonwood, willow, bittercherry, rosewood, dogwood, herbaceous shrubs and grasses.



Wildlife Resources This habitat type is noted for its very high bird species diversity and abundance. Deciduous trees and shrubs are used by nesting migrants for foraging during migration. Mature trees provide numerous cavities for cavity-dependent wildlife such as woodpeckers. Tall trees are used by nesting raptors; stream banks provide nesting for belted kingfishers. A variety of mammals utilize the dense forest for cover, shade and food.

Fisheries Resources

Vegetation rooted at the water's edge provides cover, shade and food for fish. This is especially critical along intermittent streams where remnant summer pools provide refugia for fish. Large wood embedded in the stream bank provides cover and refuge for fish.



Side Channels Side channel habitats (built specifically for aquatic species and juvenile fish) and riparian habitat are small watered remnants of major river meanders across the floodplain. On the Preserve these sites are constructed channels connecting ponds built specifically for aquatic habitat. These areas provide off-channel habitat for aquatic species and riparian habitat for terrestrial species and increases the diversity of habitat available within the stream corridor.



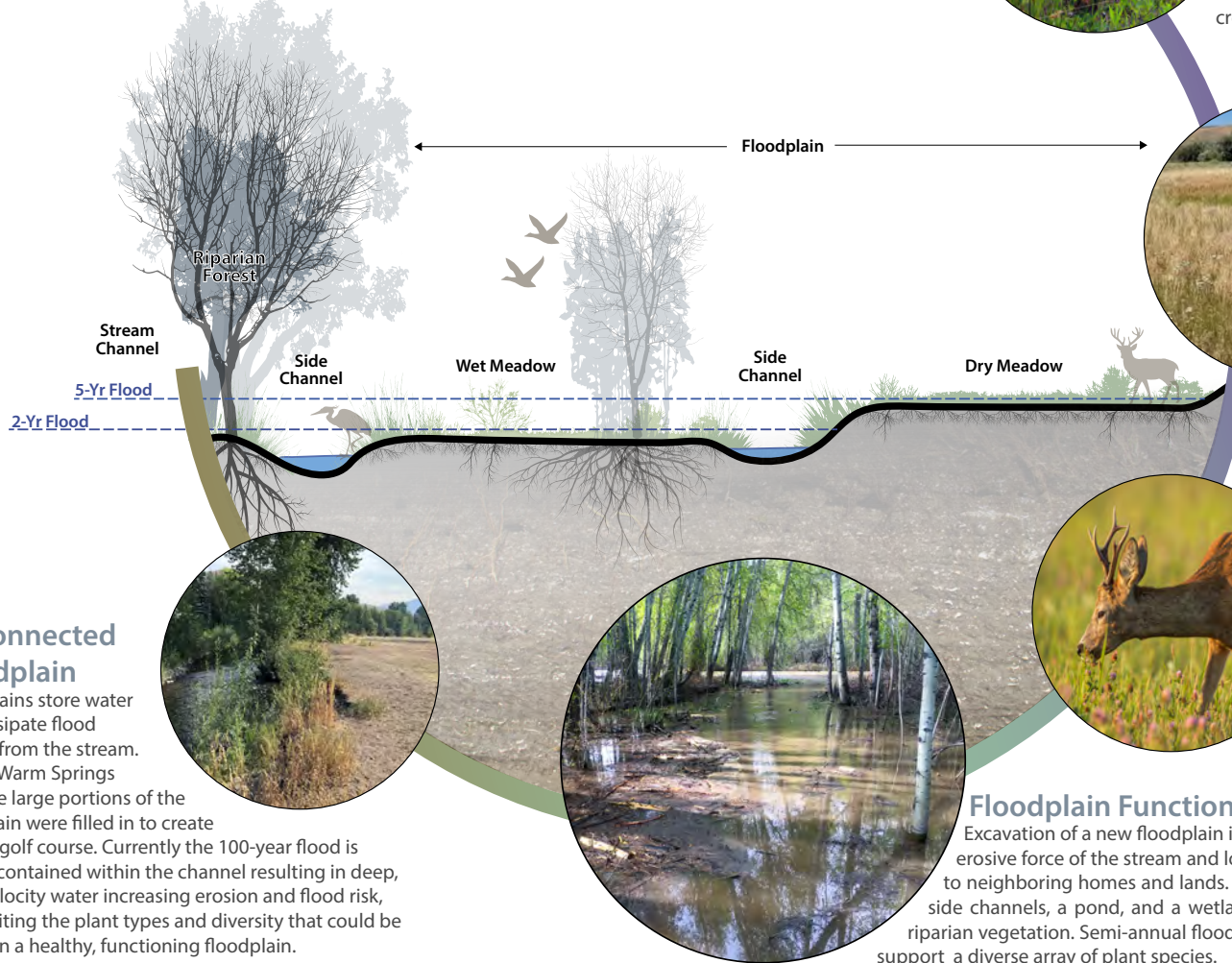
Dynamic + Continually Changing Riparian forests grow within an alluvial environment that is continually changing due to the ebb and flow of the stream. Riparian vegetation is constantly being reset by flooding disturbance.

Mature cottonwood stands do not regenerate in place, but regenerate by "moving" up and down a river reach. Over time, a healthy riparian area supports all stages of cottonwood communities.

Periodic flooding events are needed for Cottonwood seedlings to germinate and become established on newly-deposited, moist sand and gravel bars. This cottonwood community can grow into a mature riparian forest.

Floodplain

Streams and rivers are much wider than the channels we associate them with. The areas next to streams, which are only covered by water during floods, are also part of the river system. Known as floodplains, in their natural condition they are an important ecological part of the landscape. The floodplain in the Preserve is made up of mesic (wet) and xeric (dry) meadows. Floodplains filter and store water, secure both natural flood protection and the healthy functioning of the stream ecosystems, and help sustain high biological diversity.



Wet Meadow/Wetland

The elevation of the wet meadow or wetland is generally lower and more connected to the hydrology of Warm Springs Creek than portions of the dry meadow. Wet meadow habitats effectively provide drought insurance as land at higher elevations warms due to seasonal or other changes. Wet meadows may include some trees and larger shrubs. The Warm Springs Preserve wet meadow is intended to emulate a beaver wetland; beaver often create or influence wet meadows.

Dry Meadow

Dry meadows occur almost exclusively within the flat surfaces of the project area that are at a higher elevation than the wet meadow and are disconnected from the annual hydrology of Warm Springs Creek. The dry meadow character zone is arid and mixed with some native upland shrub species, wildflowers, and grasses and relatively few trees.

Wildlife Resources

Floodplains provide essential habitat for wildlife. Floodplains are an important source of nutrients and provide multiple habitat niches. A new floodplain will provide off-channel habitat for aquatic species and riparian habitat for terrestrial species.

Disconnected Floodplain

Floodplains store water and dissipate flood energy from the stream. On the Warm Springs Preserve large portions of the floodplain were filled in to create the old golf course. Currently the 100-year flood is largely contained within the channel resulting in deep, high-velocity water increasing erosion and flood risk, and limiting the plant types and diversity that could be found in a healthy, functioning floodplain.

Floodplain Function

Excavation of a new floodplain in the Preserve will reduce the erosive force of the stream and lower the risk of flood damage to neighboring homes and lands. A new floodplain will include side channels, a pond, and a wetland, all surrounded by native riparian vegetation. Semi-annual flooding of the land areas helps to support a diverse array of plant species.

Connected Stream Floodplains

The importance of the hydrologic and ecological functions of floodplains is well understood and there are many benefits to restoring connectivity of floodplains so that they actively flood. This not only supports native

riparian and aquatic species, but it also accommodates floodwaters, thereby reducing flood peaks downstream. The Warm Springs Preserve plan recognizes the ecological benefits of floodplain inundation and is planned in a way to provide multiple benefits, such as combining flood risk reduction, ecosystem restoration,

and adaptability to climate change. The plan highlights the challenges, opportunities and the many benefits of a reconnected floodplain that include habitat for fish and wildlife, groundwater recharge, carbon sequestration, open space and recreation.





MEMORANDUM

TO: Rob Richardson, Rio ASE

FROM: Zach Hill, Ecosystem Sciences

DATE: October 3, 2022

SUBJECT: **Warm Springs Preserve: Task 1: Touch Point #1**
Vegetation Communities, Ecological Units, Mapping, and Transverse Sections

Ecosystem Sciences conducted site surveys of the Warm Springs Preserve on September 12th and 13th 2022, in coordination with Rio ASE and Superbloom. Field investigations included site inspection, data collection and site survey to map vegetation community types and prepare transverse section sketches of the site to inform transition areas and zonal concepts for design development. Vegetation community mapping, ecological units and site transects are provided in the memorandum to the design team for use in concept refinement.

Ecosystem Sciences worked with the team to define existing ecological units and design vision based on refined concept. The mapping included in this memorandum are GIS outputs and will be provided in requested format for final maps or drawings prepared by Superbloom.

Warm Springs Preserve Land Cover/Ecological Unit Descriptions

The proposed Warm Springs Preserve project intends to redevelop and restore the 65-acre parcel that lies adjacent to Warm Springs Creek in Ketchum, ID (Figure 1). An analysis of the existing land cover/ecological conditions within the project area is required as part of the design process. This narrative provides a description of the methods and classifications that were used to delineate the existing land cover types and ecological units that occur within the project area. Accompanying this description of the land cover/ecological unit classifications is a series of maps that show their respective spatial distributions within the project area. In addition, five cross-sectional illustrations were created to show the elevation/ecological condition profiles within different portions of the project area (Figures 5-9). In all, the map set includes nine figures, which are referenced below.

Landcover

In 2019, prior to the Warm Springs Preserve project, Ecosystem Sciences performed a land cover classification and tree canopy classification for the Wood River Valley (WRV) as part of a different project. The area that was mapped in 2019 includes the Warm Springs Preserve site, and the land cover/tree canopy data from the 2019 project were extracted for the Warm Springs Preserve project. Below is a description of the methods that were used to delineate land cover within the larger Wood River Valley area. Table 1 shows the resulting land cover classifications. Figure 2 and 3 in the map set show the spatial distribution of the land cover and tree canopy, respectively.

A series of steps using remotely sensed data were followed to determine the land cover/tree canopy classes that occur within the WRV (Ecosystem Sciences 2019). The remotely sensed data that were used included: 2019 high-resolution (4-band, one-meter) aerial imagery from the USDA's National Agricultural Imagery Program (NAIP); and 2015 Lidar data of the WRV (Quantum Spatial 2016). The methodology deployed to derive the land cover classes relied on image segmentation and object-oriented techniques. A file geodatabase was created to house the resulting spatial data.

Table 1. Land cover classes in the Wood River Valley that occur within the Warm Springs Preserve project area.

Land Cover Class	Description
Irrigated Vegetation	Irrigated or water-dependent non-canopy vegetation, generally less than 0.2m tall (7 inches) but may include vegetation up to 2m. In urban areas this cover class relates to lawn/parks/ball fields. Non-urban areas this cover class is water-dependent (riparian, within drainage areas, or related to seeps/springs, and active floodplain or low terrace with near groundwater influence).
Scrub/Shrub	Non-canopy vegetation dominated by scrub and shrub vegetation types (Sagebrush, Bitterbrush etc.). This cover class is naturally occurring in the uplands area and can be found within the urban areas as well.
Tree Canopy – Deciduous	Canopy vegetation that is primarily broadleaf deciduous. In urban areas this class can includes native and non-native hardwoods. In a natural setting this class includes cottonwood, alder, willow, maple etc.
Tree Canopy – Coniferous	Canopy vegetation that is primarily coniferous. In urban areas this class includes planted coniferous trees such as Blue Spruce (amongst other species). In a non-urban setting this class includes Douglas fir, Lodgepole pine Ponderosa pine etc.
Soil and Dry Vegetation	This cover class includes bare ground and soil that may or may not include dry vegetation. If vegetation is present within this class, it is generally less than 0.2m (7 inches). The vegetation within this cover class is typically a mix of native and non-native, exotic annual herbaceous plants species.
Water	This cover class includes lakes, rivers, creek, canals and ponds. This class does not include swimming pools. This class represents water on the 2019 NAIP imagery on the date it was acquired.

Ecological Units

Prior to visiting the site on September 12, 2022, recent, high-resolution aerial imagery (i.e., 2021 NAIP) and Lidar-derived (Quantum Spatial 2017) one-foot topographic contours were utilized to generate a list of existing land cover units within the project area. A list of vegetation associations and their respective dominant plant species was also generated. During the two-day site visit, geolocated points with attached notes (i.e., land cover type, species composition, etc.) and site photos were collected along several transects throughout the project area. All data collected in the field were then used to create a final characterization of the ecological conditions within the project area.

The project area is generally composed of three distinct surfaces that are separated by relatively steep topographical breaks. The distinct surfaces from lowest to highest elevation relative to Warm Springs Creek can be characterized as: 1) the current active channel and its associated floodplain; 2) a present-day low terrace; and 3) a historical high terrace.

Within the upstream portion of the project area, the low and high terrace surfaces have become disconnected from surface and groundwater hydrology because of long-term, systemic, channel incision (i.e., downcutting). The two hydrologically isolated terraces at the upstream end of the project area are now mostly occupied by native and non-native upland vegetation, including grass lawn in irrigated areas and invasive weeds in non-irrigated areas. Within the downstream portion of the project area, the low terrace surface is more closely connected to the hydrology of the current active channel/floodplain. The upper most landform within the project area is the toe of the forested hillslope and has no historical connection to Warm Springs Creek.

The distinct floodplain/terrace surfaces within the project area informed a more detailed, ecologically focused delineation (i.e., ecological units). These ecological units are described in terms of their hydrological connection to the current active channel/floodplain and their dominant vegetation associations. The extent to which the various floodplain/terrace surfaces have been modified by human activity (i.e., land use) also plays a role in informing the description of each ecological unit. The project area is composed of 10 distinct ecological units which are characterized in Table 2. The spatial distribution of the delineated ecological units is shown within Figure 4 of the accompanying map set.

Table 2. Ecological unit classes and descriptions.

Ecological Unit Class	Acres	Description
Riverine	5.19	This class is closely associated with the spatial extent of the Current Active Channel/Floodplain and is mostly composed of open lotic water and/or scoured substrate. Located at or below the Ordinary High-Water Mark (OHWM), occurrences of established riparian vegetation are uncommon.
Artificial Impoundment	0.10	This class represents open lentic water. Its occurrence is limited to an excavated impoundment that is situated between the current active channel/floodplain and the historic low terrace at the upstream end of the project area. A diversion structure provides surface water from Warm Springs Creek to the excavated impoundment, which is used to irrigate the managed grassy areas within the low and high terraces.
Riparian	6.69	This class occurs directly adjacent to the Current Active Channel/Floodplain and is sometimes within the Historic Low Terrace Floodplain. Although most of the project area contains a relatively narrow strip of riparian habitat, there are two distinct areas where the elevation adjacent to the Current Active Channel/Floodplain is minimal enough for wetland vegetation to access Warm Springs Creek’s hydrology. Common species that occur within this class are: Black cottonwood (<i>Populus trichocarpa</i>), narrowleaf cottonwood (<i>Populus angustifolia</i>), coyote willow (<i>Salix exigua</i>), peachleaf willow (<i>Salix amygdaloides</i>), booth’s willow (<i>Salix boothii</i>), pacific willow (<i>Salix lasiandra</i>), bittercherry (<i>Prunus emarginata</i>), Red-osier dogwood (<i>Cornus stolonifera</i>), and Wood’s rose (<i>Rosa woodsii</i>), Reed canarygrass (<i>Phalaris arundinacea</i>), and Canada goldenrod (<i>Solidago canadensis</i>),
Non-Native Dominated Xeric Shrub/Grass/Herbaceous	9.93	This class occurs almost exclusively within the flat surfaces of the upstream portion of the project area that are associated with the present-day low terrace, which is disconnected from the hydrology of Warm Springs Creek. The area within this class is highly disturbed due to human activity and consequently contains predominantly non-native annual herbaceous plant species (i.e., invasive/noxious weeds) mixed with some residual native upland shrub species. Common species that occur within this class are: Big sagebrush (<i>Artemisia tridentata</i>), Green rabbitbrush (<i>Chrysothamnus viscidiflorus</i>), Yellow salsify (<i>Tragopogon dubius</i>), Diffuse knapweed (<i>Centaurea diffusa</i>), Spotted Knapweed (<i>Centaurea maculosa</i>), and Field bindweed (<i>Convolvulus arvensis</i>).
Irrigated Grass	12.56	This class occurs within both the low and high terrace surfaces. The area associated with this class is irrigated using a surface water diversion from Warm Springs Creek and is currently managed as open space.

Table 3, Continued. Ecological unit classes and descriptions.

Ecological Unit Class	Acres	Description
Aspen-Cottonwood Complex	0.48	This class mostly occurs as a narrow strip between the Douglas-Fir Dominated Forest at the toe of the alpine slope and the present-day low terrace at the downstream end of the project area. The cottonwood and quaking aspen trees that grow in this class were predominantly recruited by way of high magnitude, infrequent flood events. Other instances of these deciduous patches are evident within the low and high terraces at the upstream end of the project area, but these trees are generally no longer able to access the local groundwater and have consequently died. Common species that occur within this class are: Quaking aspen (<i>Populus tremuloides</i>) and Black cottonwood (<i>Populus trichocarpa</i>).
Native Dominated Mesic Shrub/Grass/Herbaceous	9.57	This class occurs within the present-day low terrace at the downstream end of the project area. Relative to the upstream portion of the project area, the low terrace at the downstream end is characterized as having minimal disturbance from human activities. The elevation of the low terrace at the downstream end of the project area is also generally lower and more connected to the hydrology of Warm Springs Creek than portions of the low terrace further upstream. Within this class are instances of discarded construction materials (i.e., old fencing, irrigation pipe, and concrete). Irrigation ditches and small levees have been constructed in the past on this surface. Common species that occur within this class are: Quaking aspen (<i>Populus tremuloides</i>), narrowleaf cottonwood (<i>Populus angustifolia</i>), Black cottonwood (<i>Populus trichocarpa</i>), Canada goldenrod (<i>Solidago canadensis</i>), Cow-parsnip (<i>Heracleum maximum</i>), Idaho fescue (<i>Festuca idahoensis</i>). Patches of non-native weeds—mostly Canada thistle (<i>Cirsium arvense</i>)—do occur within this class to a limited extent.
Douglas-Fir Dominated Forest	18.87	This class occurs along the narrow steep slopes that separate the low and high terraces, and within the steep alpine slopes within the project area. Common species that occur within this class are: Douglas-Fir (<i>Pseudotsuga menziesii</i>), Mountain maple (<i>Acer glabrum</i>), Oregon grape (<i>Mahonia aquifolium</i>), and Mountain brome (<i>Bromus marginatus</i>).
Unpaved Pathway	0.77	This class is representative of the network of dirt/gravel pathways that intersect the project area to facilitate pedestrian traffic. Although mostly consisting of bare ground, the unpaved pathways do contain some non-native, weedy plant species.
Paved Roadway	0.49	This class is representative of the driveway road used to access the site and the associated parking area. No vegetation occurs within this class.



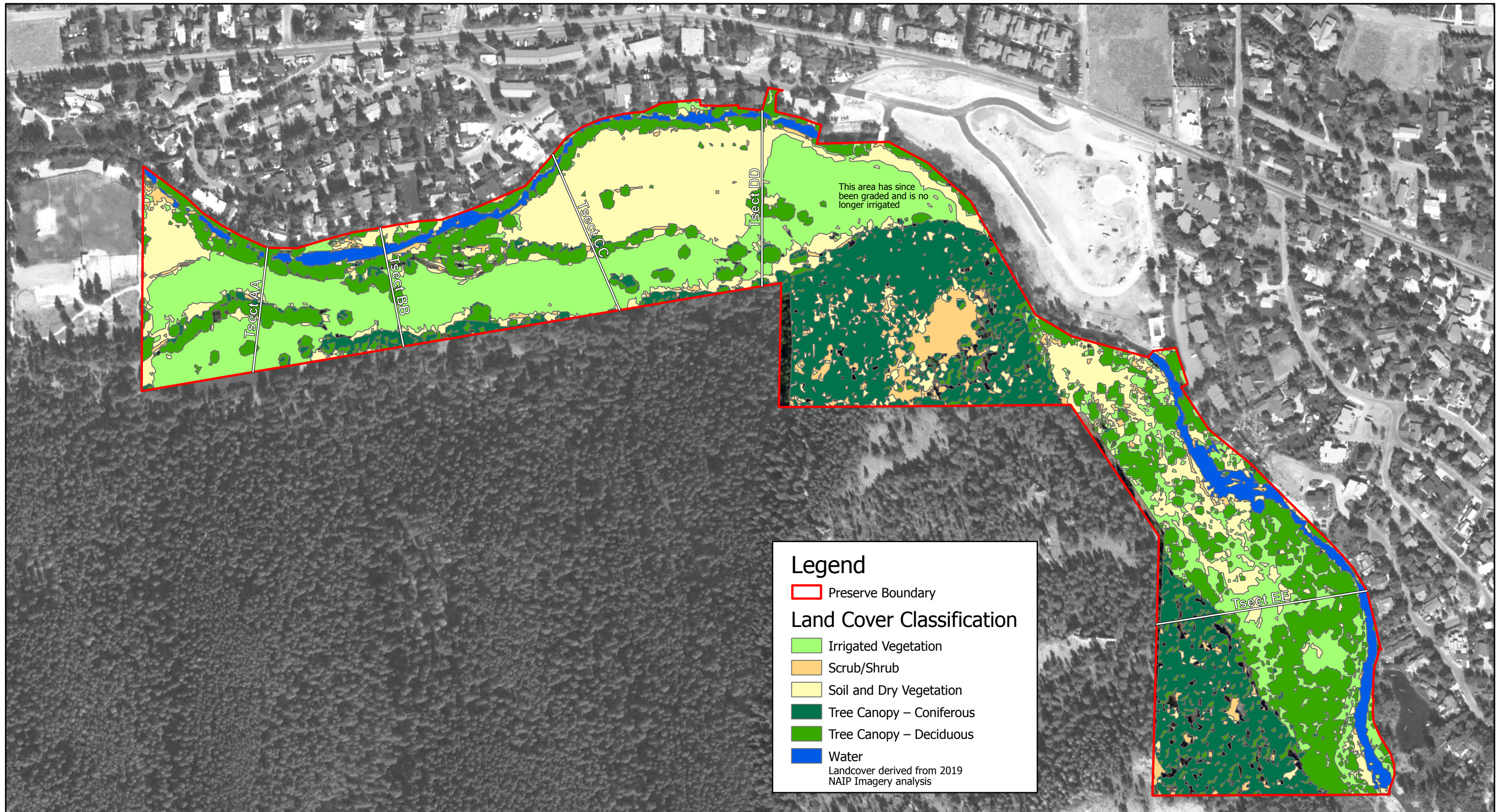
Warm Springs Preserve

Aerial Imagery (2021) and Transects

Figure 1

Ecosystem Sciences, LLC
 Science Design Planning

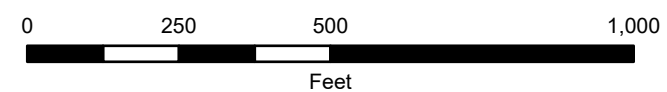
Disclaimers - This map (or data product) is for illustration purposes only. It is not intended to be used for description, conveyance, authoritative definition of legal boundary, or property title. This is not a survey product. Users are encouraged to examine the documentation or metadata associated with the data on which this map is based for information related to its accuracy, currentness, and limitations.



Warm Springs Preserve

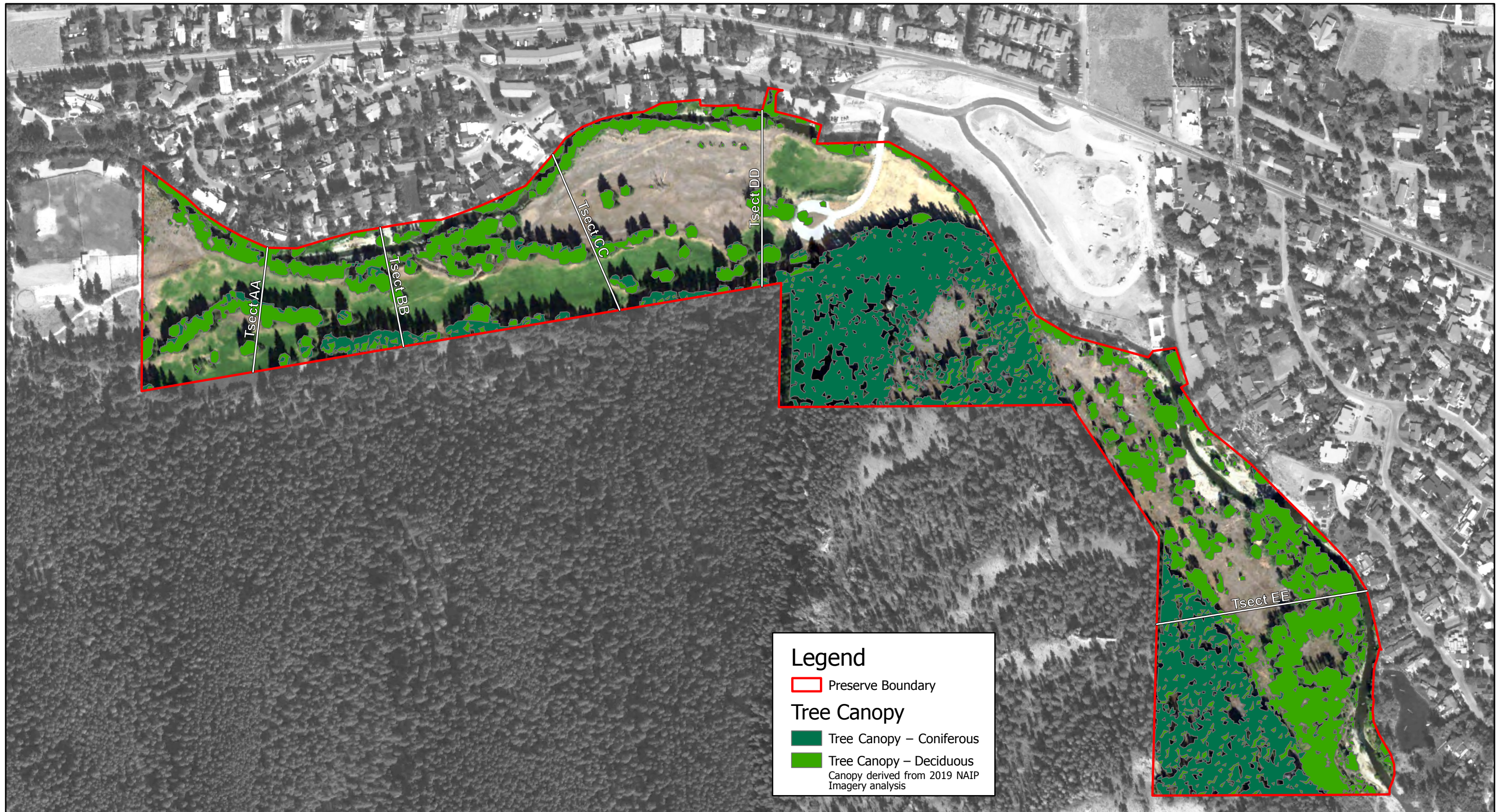
Land Cover Classification

Figure 2



Ecosystem Sciences, LLC
 Science Design Planning

Disclaimers - This map (or data product) is for illustration purposes only. It is not intended to be used for description, conveyance, authoritative definition of legal boundary, or property title. This is not a survey product. Users are encouraged to examine the documentation or metadata associated with the data on which this map is based for information related to its accuracy, currentness, and limitations.



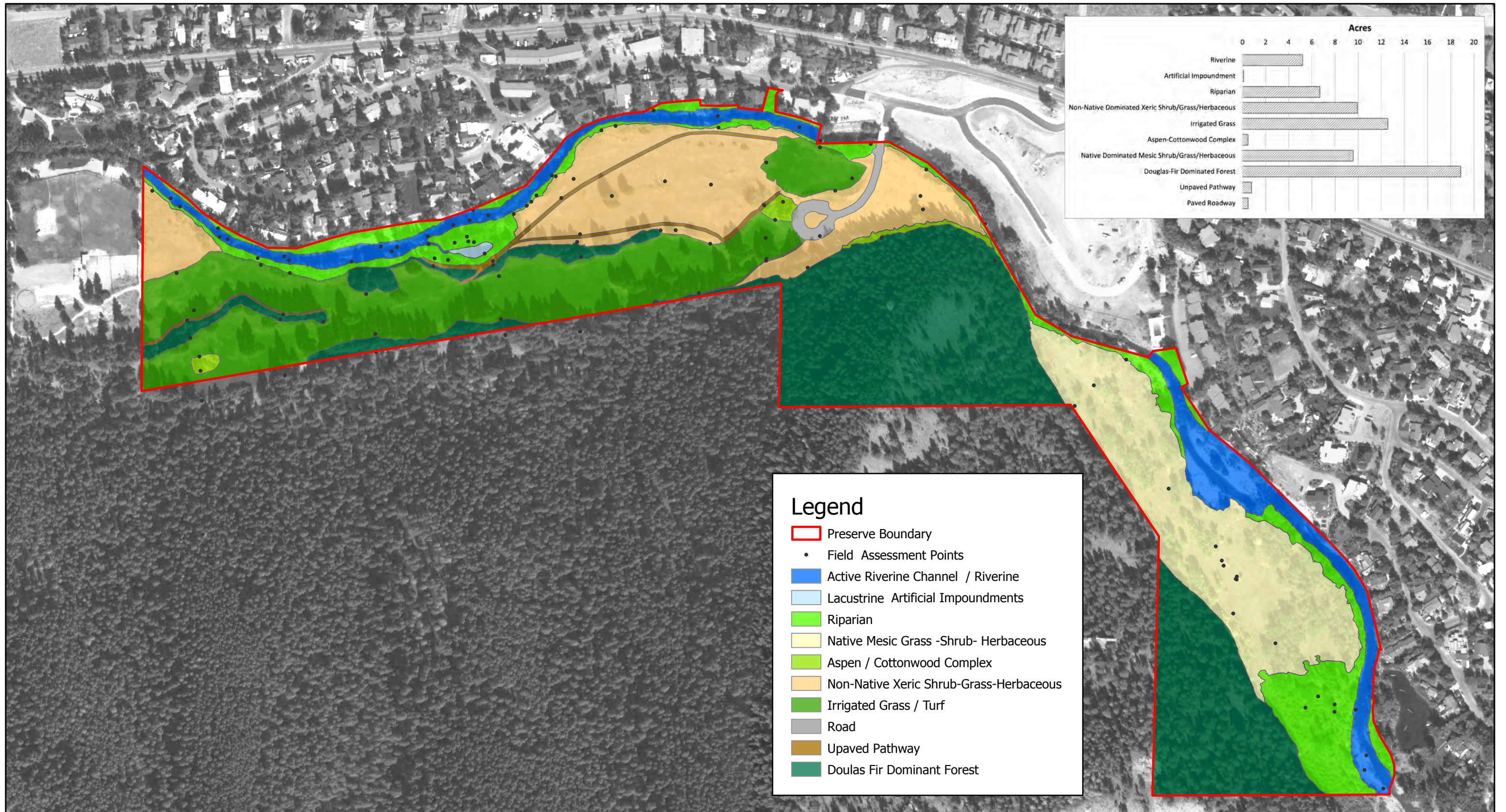
Warm Springs Preserve

Tree Canopy

Figure 3

Ecosystem Sciences, LLC
 Science Design Planning

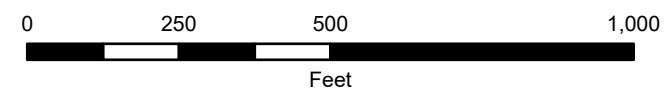
Disclaimers - This map (or data product) is for illustration purposes only. It is not intended to be used for description, conveyance, authoritative definition of legal boundary, or property title. This is not a survey product. Users are encouraged to examine the documentation or metadata associated with the data on which this map is based for information related to its accuracy, currentness, and limitations.



Warm Springs Preserve

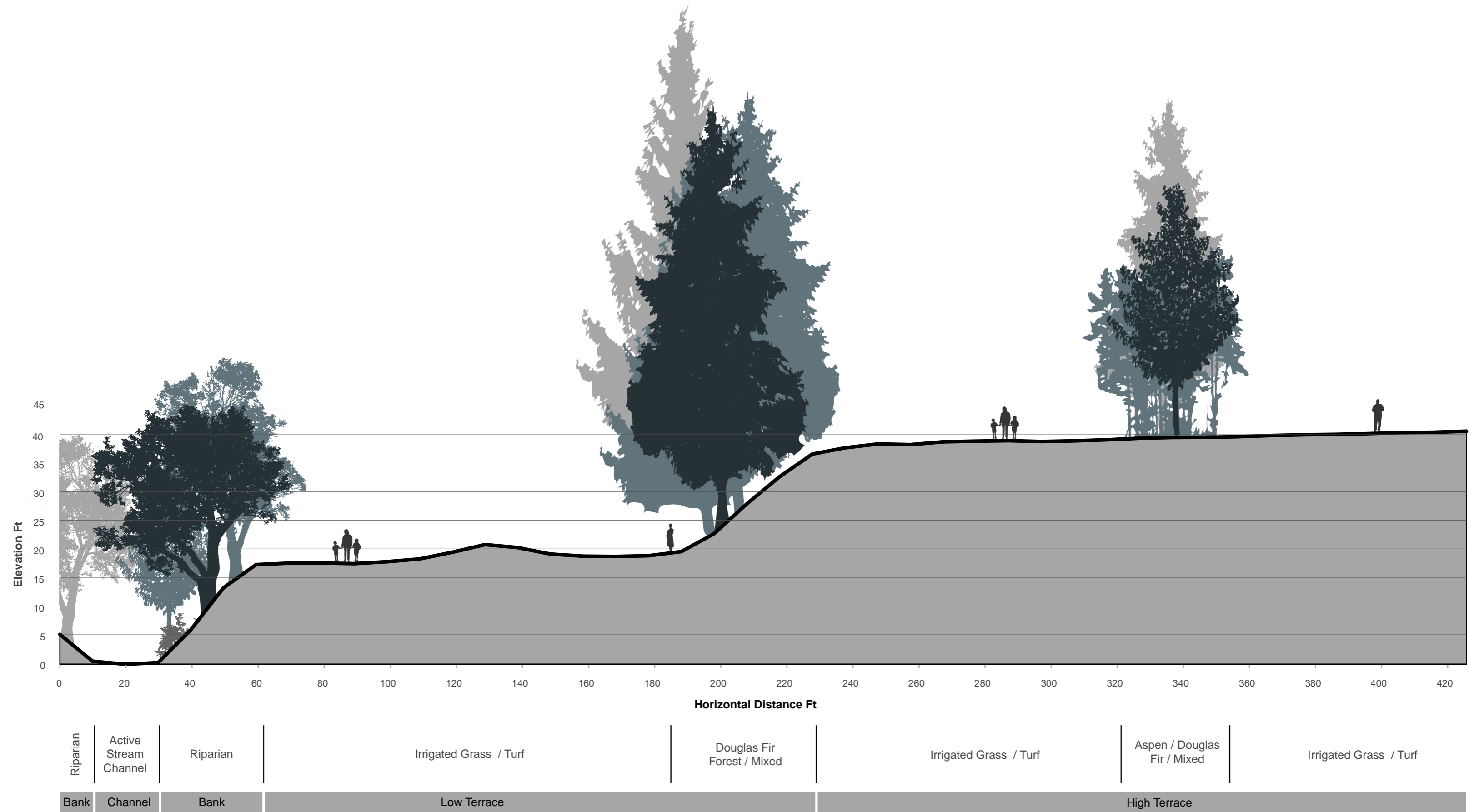
Ecological Units

Figure 4



Ecosystem Sciences, LLC
 Science Design Planning

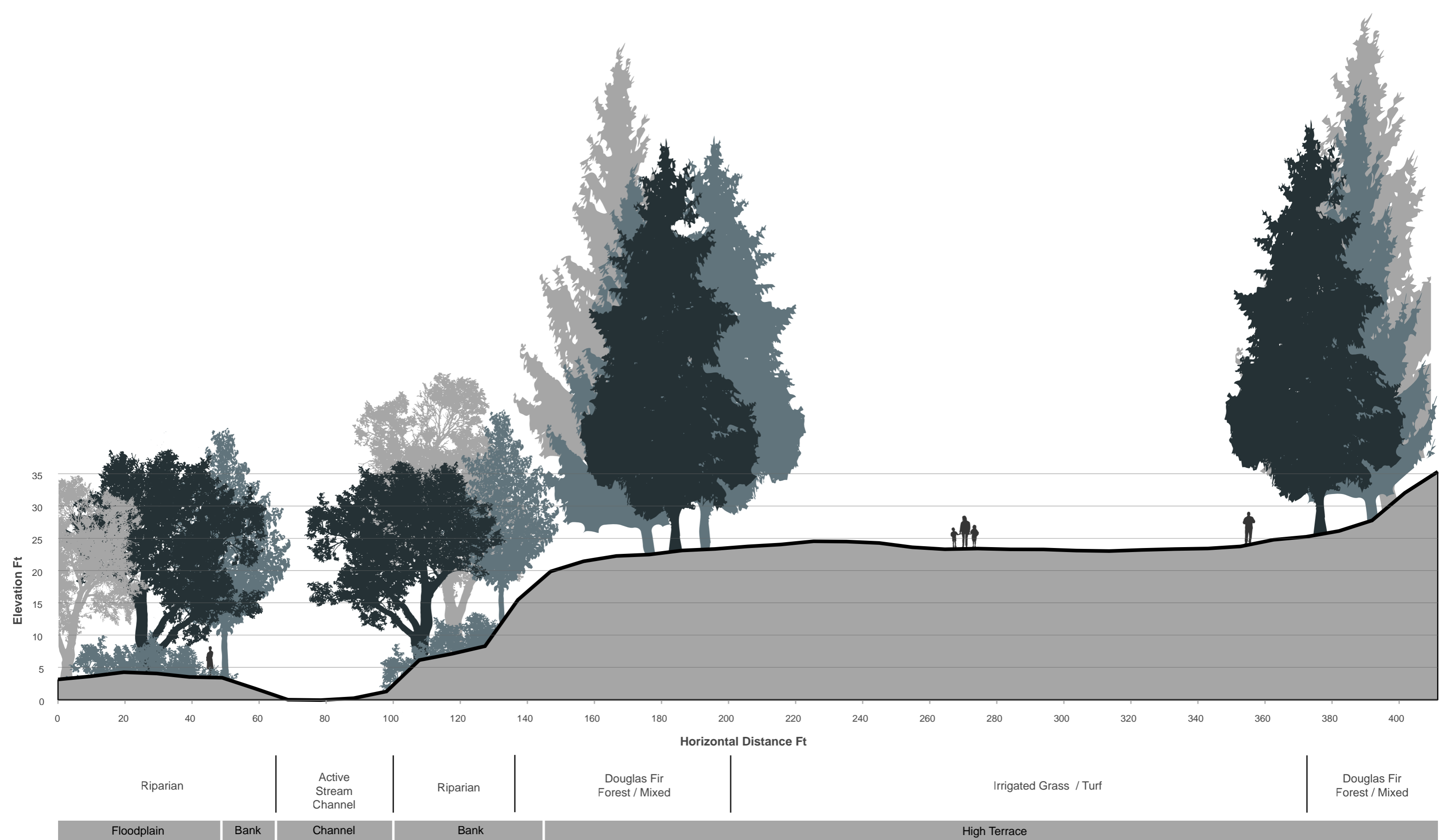
Disclaimers - This map (or data product) is for illustration purposes only. It is not intended to be used for description, conveyance, authoritative definition of legal boundary, or property title. This is not a survey product. Users are encouraged to examine the documentation or metadata associated with the data on which this map is based for information related to its accuracy, currentness, and limitations.



Transect A - A

Transect is a representation of site conditions and existing ecological zones.
Not a survey product

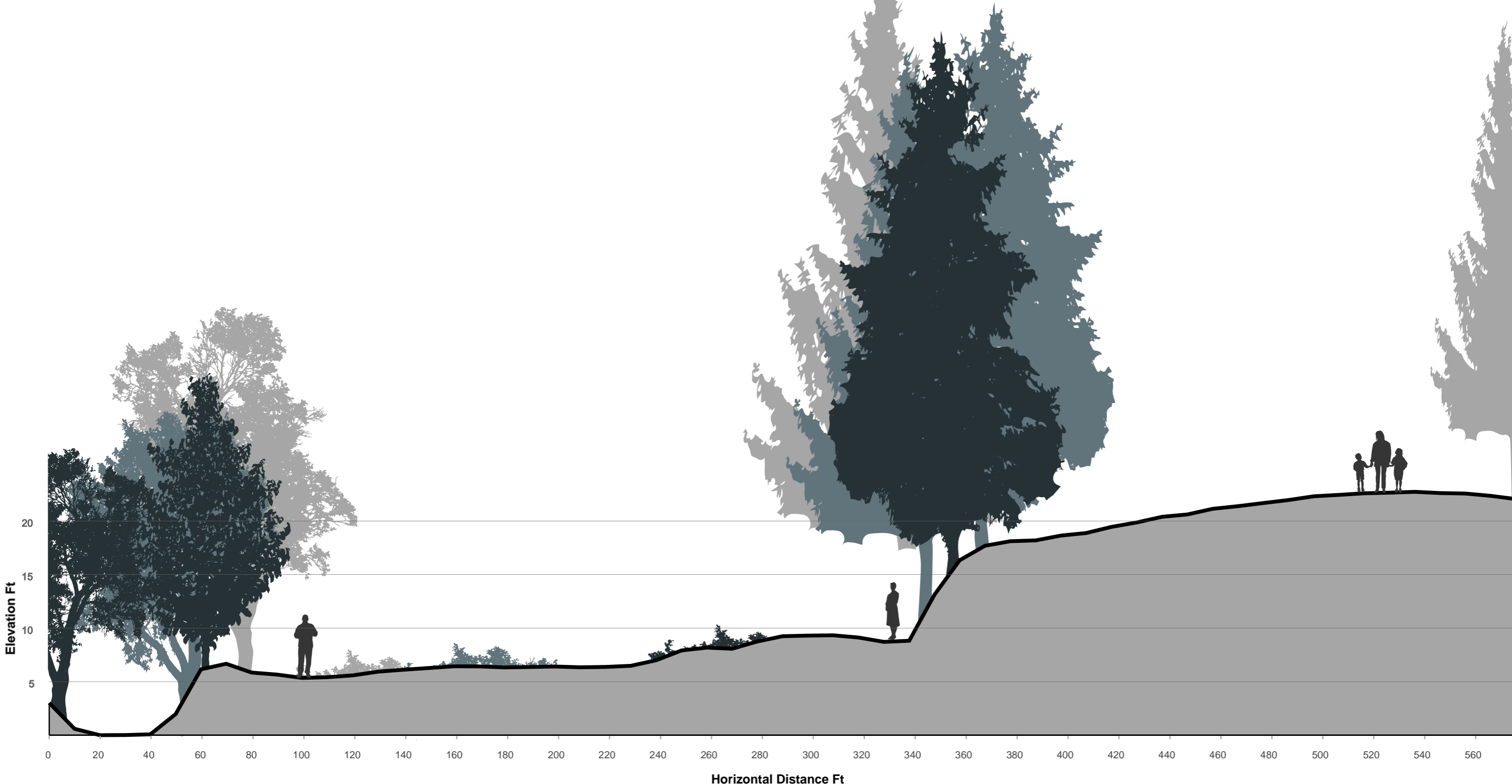
Figure 5



Transect B - B

Transect is a representation of site conditions and existing ecological zones.
Not a survey product

Figure 6

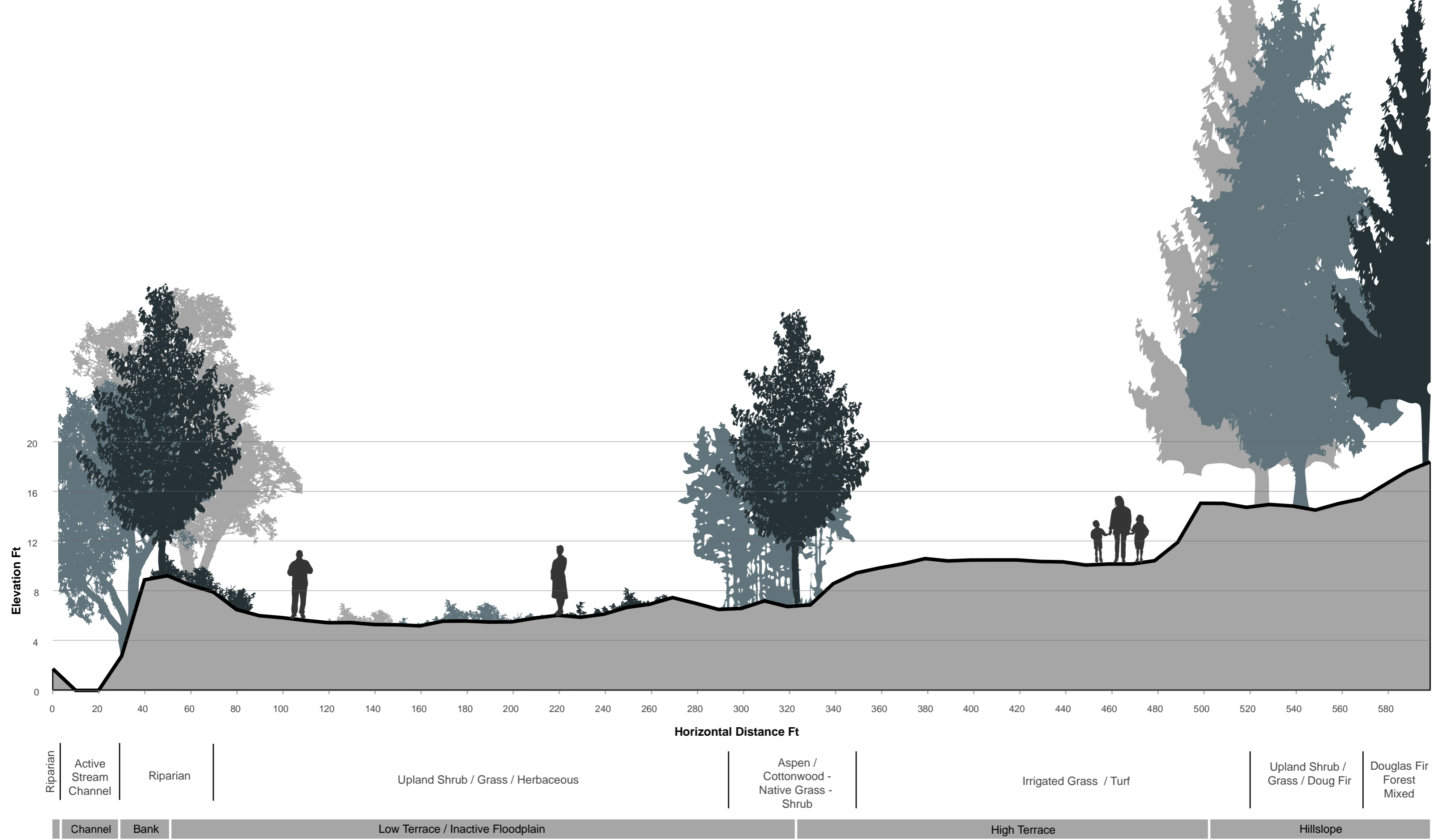


Riparian	Active Stream Channel	Riparian	Upland Shrub / Grass / Herbaceous	Douglas Fir Forest Mixed	Irrigated Grass / Turf
Channel	Bank	Low Terrace / Inactive Floodplain			High Terrace

Transect C - C

Transect is a representation of site conditions and existing ecological zones.
Not a survey product

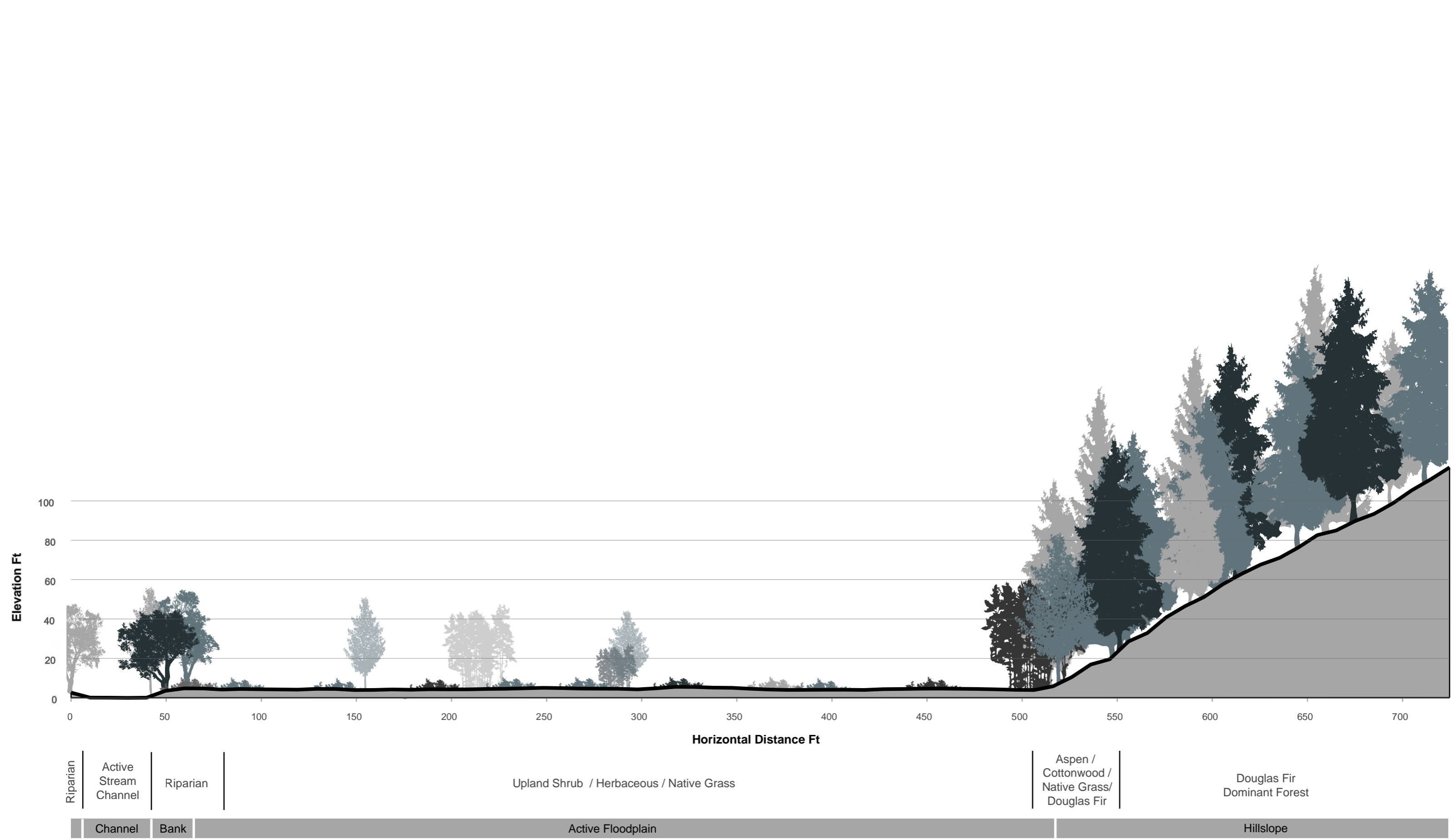
Figure 7



Transect D - D

Transect is a representation of site conditions and existing ecological zones.
Not a survey product

Figure 8



Transect E - E

Transect is a representation of site conditions and existing ecological zones.
Not a survey product

Figure 9



MEMORANDUM

TO: Rob Richardson, Rio ASE

FROM: Zach Hill, Ecosystem Sciences

DATE: February 7, 2023

SUBJECT: **Warm Springs Preserve Plan**

Narrative Guide for Natural Areas Character Zones, Plant Communities, Biogeography, Soils Planning, Invasive and Noxious Weed Abatement, and Construction Precautions

The vision for the Warm Spring Preserve is a renewed landscape for the well-known streamside park within the Wood River Valley. The expectation is that the designed landscape will not only be beautiful and functional, but also sustainable. For the Preserve landscape to perform as expected, it is important to specify a set of ecological conditions that are appropriate for the site. A key ecological consideration in the design includes a plant community plan for each of the natural area character zones, a soil plan, and a weed abatement plan. This memorandum describes some of the ecological considerations for each of these individual plans as a supplement to the design process as it moves toward implementation.

1. Natural Area Character Zones and Plant Communities Guide

A primary component of an ecologically based landscape palette is the native plant communities that are naturally found within an area. Non-native plants, which are introduced from other regions of the United States or parts of the world, are often opportunistic and displace native plant species. The native plants that have evolved within the Wood River Valley over the course of hundreds of thousands of years are adapted to the local soils and climate conditions.

Native plants offer aesthetic and ecological benefits for landscapes. They are crucial to restoring local ecosystems, increasing biodiversity, and providing ideal habitat for wildlife. Native wildlife species have evolved alongside the native plants in this region, using them as food, shelter, and a place to raise their young. They are the foundation of local food webs, giving insects, birds, and other wildlife what they need to survive. Through supporting local food webs, native plant species support local ecosystems more effectively than non-native plant species. From perennial wildflowers to berry-producing shrubs and trees, many native plants are beautiful and functional choices that provide the aesthetic benefits in addition to ecosystem function. Native plants are often hardier and more resistant to disease than their non-native counterparts. With more extensive root systems, native plants typically filter stormwater and greywater more effectively than non-native plants. And once established, native plants are low maintenance and require minimal irrigation.

The Warm Springs Preserve Master Plan includes natural riparian areas that are located in and along the stream edge and adjacent floodplain, a transitional meadow that is immediately upgradient from the riparian zone, and a more manicured lawn terrace that is located upgradient from the transitional meadow and just below the base of the steep mountain slopes. Along the stream, the most sensitive riparian areas are being restored to a natural condition, while the hardier uplands will retain a manicured park-like feel. This restoration and revegetation strategy will provide a gradient from a more natural space near the creek to a more manicured space within the upland terraces at the base of the mountain slopes. The character zones associated with these areas are described in greater detail below.

1.1 Stream Channel and Near Stream Edge Character Zone

Riparian zones are the areas bordering the stream channel and provide many environmental and recreational benefits.

- ***In-Stream Aquatic Vegetation:*** This class is closely associated with the spatial extent of the current active stream channel and is mostly composed of open water and/or scoured substrate. Located at or below the Ordinary High-Water Mark (OHWM) of the stream, occurrences of established riparian vegetation are uncommon. However, in low velocity areas of the stream and in the proposed wetland, emergent aquatic vegetation may include common cattail, bulrush, water sedge, and baltic rush.
- ***Near-Stream Riparian:*** This class occurs directly adjacent to the active stream channel, proposed side channels, and low-lying portions of the restored floodplain that has access to Warm Springs Creek's hydrology. Currently only a narrow strip of riparian habitat is present. The restoration strategy envisions a restored and enhanced riparian zone. Common species that occur within this class are: Black cottonwood, narrowleaf cottonwood, coyote willow, peachleaf willow, booth's willow, pacific willow, bittercherry, Red-osier dogwood, Wood's rose, Canada goldenrod, baltic rush, Larkspur, Desert Phlox.

1.2 Floodplain Character Zone

Floodplains store water and sediment and dissipate flood energy. Large portions of the existing floodplain were historically filled in to create a golf course. Currently, most of the streamflow that is associated with a 100-year flood event would be contained within the main channel throughout the site. The main channel is consequently incised, increasing the potential for high velocity streamflows and associated erosion. Excavating a new floodplain will reduce the erosive force of the creek and lower the risk of flood damage to homes that lie directly adjacent to the creek. The restored floodplain will include side channels, a pond, and a wetland, all surrounded by native riparian vegetation. The restored off-channel habitat will provide an opportunity for aquatic and terrestrial species to inhabit the area. The floodplains are composed of two distinct character zones: mesic (wet) and xeric (dry).

- ***Mesic (wet):***
 - Mesic is a term used to describe the amount of water in a habitat. A mesic habitat is a type of habitat that has access to a moderate or well-balanced supply of moisture. The elevation of the mesic floodplain area is generally lower and more connected to the hydrology of Warm Springs Creek than portions of the xeric floodplain. Mesic habitats transition to xeric in a non-linear fashion and depend on proximity to a water source.
 - Mesic habitats effectively provide drought insurance as land at higher elevations dries out due to seasonal or other changes. Healthy mesic habitats function like a sponge; they effectively store water, which can be utilized by neighboring, drier habitats. Healthy mesic habitats also provide a higher density of herbaceous plants and insects that can be used as cover and forage by organisms belonging to higher trophic levels, such as grouse.

- Common species that occur within this class are: Quacking aspen, narrowleaf cottonwood, Black cottonwood, Canada goldenrod, Cow-parsnip, Idaho fescue, baltic rush, Larkspur, Desert Phlox, Ute ladies'-tresses.
- **Xeric (dry):**
 - The term xeric describes a habitat that contains little moisture. This class occurs almost exclusively within the flat surfaces of the project area that are at a higher elevation than the mesic floodplain area. The surfaces that are inhabited by xeric species are disconnected from the hydrology of Warm Springs Creek. The xeric floodplain character zone is a mixed plant community, consisting of some native upland shrub species, wildflowers, grasses.
 - Common species that occur within this class are: Big sagebrush, Western Yarrow, Western Columbine, Arrowleaf Balsamroot, Wild Aster, Blue Camas, Buckwheat, Wild Blue Flax, Penstemon, Prairie Clover, Goldenrod, Indian Ricegrass, Blue Grama, Idaho Fescue, Bluebunch Wheatgrass, Great Basin Wildrye, Fern Bush, Red-osier Dogwood, Shrubby Cinquefoil, Syringa, and localized areas of Douglas fir, Ponderosa pine are possible.
- **Side Channels:** This class is closely associated with the spatial extent of the planned, reconnected floodplain and is mostly composed of Red-osier dogwood, Wood's rose, Canada goldenrod, common cattail, bulrush, water sedge, baltic rush, Larkspur, Desert Phlox, Ute ladies'-tresses.

2 Biogeography and Plant Selection

An area that is dominated by a single opportunistic species is considered a monoculture. Natural ecological conditions rarely contain monocultures, rather, they contain a diverse mix of individual plant species that interact with one another and the surrounding environment. The arrangement of such a polyculture population in space is the product of all those interactions. An appropriately diverse vegetation design — in terms of genetics, sizes, and ages—is more likely to be successful and self-sustaining. Furthermore, plants that are matched to their surrounding environmental conditions (i.e., soil and climate) are more likely to be healthy and grow with minimal intervention. Selecting plants according to biogeographical principles can help create designed landscapes that will thrive and sustain themselves. The following set of principles should be considered when selecting plants for the site:

- **Choose Plants that are adapted to the local environment.** Identify plants appropriate for the conditions within the site. Plants that are ill-suited to the temperature extremes of the site are unlikely to survive their first year in the ground. Native plants are not only adapted to climate extremes on an anatomical and physiological level, but also through their phenology (i.e., the timing of life stage events such as flowering, setting seed, leafing out, and senescence).
- **Create environmental differences at small scales to create microclimates.** An individual plant grows in a particular biome and under a particular climatic regime; however, what matters to its immediate survival are the conditions within its nearest environment. Small-scale variations in environmental conditions create microclimates. Every place within a landscape experiences a variety of environmental conditions—a mosaic of microclimates. The results are complex, showing the interplay of numerous factors, and demonstrating a clear link between microclimate and vegetation. Factors such as canopy openness, soil conditions, moisture levels, aspect create important differences in ecotone transitions, especially by affecting the amount of sun and wind exposure.
- **Match plants to microclimates.** Factors such as relative humidity, air temperature, soil moisture, available sunlight, and exposure to wind are all important factors for a plant's well-being, even when that plant is sufficiently cold hardy or heat tolerant and adapted to the natural precipitation of a region. The Preserve site has many inherent microclimates that change dramatically through each season. In particular, north-aspect slopes with cooler and more moist conditions support Douglas fir communities, and surface depressions that locally retain moisture often support aspen communities.

- **Develop planting patterns in concert with ecological processes.** Plants are managed as populations, and their spatial patterns reflect the ecological processes that form them. The populations of the various plant species reflect the environmental array within the site. The near riparian and floodplain zone, the transitional meadow, and the terraced lawn each create a range of conditions from wetter, richer areas to drier, less fertile conditions. The combination of all these factors can result in a diverse community in which clear bands and masses of plant populations are discernible.
- **Distribute plants with respect to spatial structure.** For the designs to function as ecological landscapes, it is important to look beyond the sculptural and visual qualities of plants to the ways in which they grow together. The design can set up self-perpetuating groups of plants that respond to the site, to each other, and to changes that take place over time. To accomplish this, the factors that drive the locations, sizes, genetics, numbers, and proportions of different plants must be considered closely and the plant groupings understood as populations and communities. Planting more shade-tolerant shrubs with larger trees (such as cottonwoods and aspen) for example, recognizing that as the trees grow, the shrubs will need to be tolerant of the shady conditions beneath the tree canopy.
- **Populations should include individuals of different sizes and ages:** Ecological landscapes should aim to develop populations with varied size and age structures for greater resilience and broader ecological function. A varied size structure, which is an expression of genetic diversity in the environment, and a varied age structure promote the resilience of that population in the face of insect pests and disturbance. Variation in sizes also stabilizes ecological functioning and creates the complex habitat on which many other ecological interactions are based.
 - Creating populations with varied size and age structures is most easily done through long-term stewardship of a site. When installing new landscapes, it is possible to jumpstart the process by planting individual plants of the same species at different sizes.
 - Natural plant populations contain individual plants of different sizes. Size is important in the plant kingdom. Because larger plants claim the resources of a larger area and tend to be more successful reproductively, the individual plants that can grow larger influences the evolutionary direction of a plant population. Larger plants can better survive some disturbances, such as fire, but are less able to survive others, such as windstorms. A diverse size structure presents a diverse defensive front to pathogens, herbivores, and natural events or disasters.
- **Species richness increases with area.** Ecologists use the term species richness to describe the number of species found in a particular area. As a rule, the larger an area, the more species it should contain. The species richness of a community is governed not simply by its area but by the overall richness of the region, the number of different habitats, and the frequency of disturbance. The site conditions currently contain many weeds, and a low species richness. The Preserve Master Plan proposes increasing species richness and mix of plant community types.
 - In more expansive landscapes, species richness increases more rapidly with area as different habitat types are included. Knowing that this is a driving mechanism, if we want to increase diversity, we can intentionally increase the diversity of microhabitats. If a larger site is similar across its length and breadth, we may either keep species richness lower or create a mosaic of areas of different communities.
 - The design should consider together with the Preserve goals, the size and location of the site, and the productivity of the soils to create a plant community with the appropriate species richness. In general, the larger the site, the greater the diversity of habitats.
- **Include large populations of a few species and small populations of others.** Determining relative abundance in designed plant communities is important for both aesthetic and ecological reasons. The plants that are most abundant determine the character and color of an entire zone. The plants that are less abundant serve as accents or, if poorly placed, are hardly noticeable. The repetition and massing of each of these constituents is the designer's traditional art. Findings from classic ecological studies suggest that there is a natural curve of relative abundance, with a few plants making up most of a

community and many others making up the rest. The final design should adapt a balance of aesthetics, ecology, and practicality for landscape and restoration planning.

- **Integrate habitat for pollinators.** Pollinators help over 90 percent of the world's flowering plants create fruits and seeds. Without them, plant communities worldwide would collapse. Some common types of pollinator plants in the area include milkweed, common sunflower, and goldenrod. Most think of honeybees when they think of pollinators, but there are many different types of pollinators, including ants, bats, native bees, beetles, birds, butterflies, flies, moths, and wasps.
- **Create seasonal interest by showcasing plant adaptations to climate.** Create year-round interest in the landscape and recognize the adaptations behind a plant's seasonal displays. This is done through matching plants to the changing environmental conditions of the site throughout the year, which ensures the maximum seasonal effect and reduces the inputs and effort needed to maintain plants that are out of sync with the cycles of the environment.
- **Design plantings for screening views.** In some areas it is recommended for plantings to provide a natural screening of neighboring private property for privacy from more public landscapes on the Preserve.
- **Design and specify plantings for fire resilience.** Healthy, mesic floodplains are naturally resistant to fire and can buffer adjacent areas from wildfire. Consider a mix of plantings in the mesic zones that can add fire resilience to the Preserve.

3 Soil Planning

To increase ecological interaction with the floodplain, the Preserve plan envisions extensive grading will be required throughout the site. Grading and removal of topsoil will significantly change the existing soil conditions. The current conditions of the Preserve site lack topsoil in many areas. Also, there are many areas of thin topsoil associated with past land-use. Much of the topsoil present on site is full of seeds from non-native weeds and invasive plants making it difficult or costly to preserve topsoil in some areas. A soil plan will need to carefully consider how soil is placed or replaced on site and amended prior to planting. Successfully designing soils for a project first requires a full understanding of the limitations of the site's existing soils and the complexities in designing and implementing an appropriate solution. In addition, the design may require different solutions for various areas of the site due to soil conditions and proposed design elements.

3.1 Prepare a Soils Plan

The Preserve plan will require a variety of soil treatments throughout different locations within the site. These treatments include amending existing soils with imported organic matter and nutrients, and/or bringing in manufactured soils. A complete construction documents package should include soil plans and details showing the location of soils across the site and the depth, texture, and composition of the various soil layers.

Each of the soil areas should be described in detail and explain what soil amendment is required to provide the prescribed planting conditions. A cross section and details of each area should be shown on the plans. All areas within the site that are not to be disturbed (e.g., for the protection of existing trees) will need to be shown in bold on the plans. The method of protecting these areas should be specified and limitations to work in these areas should be clearly stated on the plans. Each soil type, soil layer, and drainage layer should be described in detail in the specifications.

The natural areas of the Preserve have specific soil design considerations. Floodplains in this area naturally have thin soils and most riparian trees and plants (i.e. cottonwood, willows, etc) are adapted to growing in these types of environments. Cottonwood seeds require recent disturbance of the soils, which is typical in riparian areas and connected floodplains.

In the soils specifications it is important to discuss the following points in detail:

- 1) Classify existing soils
- 2) Identify soil needs for proposed planting zones
- 3) Develop soil specifications for each zone
- 4) Identify potential soil amendments per zone
- 5) Water / Irrigation - specify needs (temporary or long-term irrigation)
- 6) Soil physical amendments for restoration
 - o Reference soil profiles
 - o Tillage performance standards
 - o Excavation of unsuitable soil material
 - o Filling with suitable soil material
- 7) Soil organic amendments (organic composting, etc)
- 8) Installation requirements for imported soils
- 9) Execution of work and field quality control / inspections

3.3 Discussion

A stepwise process should be conducted for the soils planning. The following discussion points are a guide for the important tasks of evaluating, amending, placing the soil on site and irrigating to maximize planting success and longevity.

Evaluate existing soils and soil amendment or import locations

It is important to determine what kind of soil is needed in specific locations for the project. To determine if amendments or import of soil is needed, the existing soil conditions need to be evaluated. Soils have physical, environmental, and chemical properties. These are all important to the health of a growing medium. Physical properties include organic matter, water, drainage, and aeration. Environmental characteristics include light and temperature. Chemical elements include the pH balance, and the presence (or not) of phosphorous, nitrogen, and potassium, which are all critical elements for plants.

Many native plants and wildflowers require well-drained soil. The soils present on the Warm Springs Preserved have formed into porous glacial outwash and river alluvium. Soil profiles from test pits suggest this material may, in some instances, provide suitable base material for well-drained topsoil.

The evaluation of the existing soils and landscape planting design will indicate if and where amendment to the soil may be needed. There are at least four factors to consider in selecting a soil amendment:

- how long the amendment will last in the soil,
- soil texture,
- soil salinity and plant sensitivities to salts, and
- salt content and pH of the amendment.

Laboratory tests can determine the salt content, pH and organic matter of organic amendments. The quality of bulk organic amendments for large-scale landscape uses can then be determined.

Develop soil specifications for different zones

Different physical characteristics form different soils which support different vegetative communities . As noted earlier, floodplain soils are often thin, given frequent disturbance from flood scour and sand/gravel deposition. Restored floodplain areas therefore may not require as thick or robust topsoil compared with upland areas. Regardless of the project zone, properly prepared soil helps conserve water because it absorbs and holds water more efficiently, while also providing sufficient drainage qualities. Healthy soils support healthy plants that can better resist pests and diseases. Soil structure (how soil particles are held together to form larger structures within the soil) is recognized as an important property of a healthy soil. Structure makes significant contributions

to improving root, air, and water movement through the soil. Grading, tilling, soil compaction and screening soils during the soil mixing process often damages structure. In particular, although included in most soil specifications, soil screening can be extremely damaging to structure. Recent research suggests that elimination of the screening and tilling processes, in favor of mixing techniques or soil fracturing that preserve clumps of residual soil structure, may improve landscape soils. Depending on localized site soil conditions, a modified approach to soil management should be considered.

Profile rebuilding is a process by which four inches of compost is added to the soil. A backhoe then fractures the subsoil to a depth of 2 feet by digging and dropping the soil allowing the compost to fall into the spaces between the loosened subsoil. Profile rebuilding generally performs best to increase potential tree growth, at times even exceeding the growth rates of the undisturbed soil. This technique would be best employed in the middle terrace zones of the Preserve; it would not likely be needed in the floodplain or lawn areas of the Preserve as currently planned.

Update the grading plan to include appropriate scarification

Grading activities that strip topsoil frequently destroy the macro-porosity of the new surface via compaction. Thick layers of fill also need to be at least minimally compacted for geotechnical stability. All finished grading surfaces should therefore address compaction by scarifying (i.e., loosening) the surface soil to a depth of at least 12-inches prior to planting, where necessary. Scarification can be achieved using various mechanical means including shallow excavation and subsequent soil placement or via mechanical rippers.

Too often native soil is imported and placed over unamended subsoil which has been compacted during construction. This can create several serious problems. First, the plants cannot root down into the subsoil due to its density. Second, the compacted subsoil can cause a perched water table to occur above the subsoil and cause excessive wetness in the imported soil material during wet periods. The compacted subsoil can also result in excessively dry surface soils during dry periods as plants cannot root down to sufficient soil moisture. The solution is to physically amend (i.e. scarify) the subgrade material immediately before placement of the imported soil if soil permeability has been compromised by compaction.

Place soil and mix in amendments

After the grading and construction have been completed on the site, most soils will need physical amendment to reduce the compaction caused by construction activities. This includes scarification as discussed above, but also other amendments should be considered. A soil amendment is any material added to a soil to improve its physical properties, such as water retention, permeability, water infiltration, drainage, aeration and structure. The goal is to provide a better environment for roots. Native topsoil is very effective at infiltration and storage of rainstorm events; however, minor compaction can destroy much of the macro-porosity.

Amending a soil is not the same thing as mulching, although many mulches also are used as amendments. A mulch is left on the soil surface. Its purpose is to reduce evaporation and runoff, inhibit weed growth, and create an attractive appearance. Mulches also moderate soil temperature. Organic mulches may be incorporated into the soil as amendments after they have decomposed to the point that they no longer serve their purpose.

Native topsoil is very effective at infiltration and storage of rainstorm events; however, minor compaction can destroy much of the macro-porosity. Native soils can be imported to provide a surface soil layer conducive to plant growth when the existing site soils cannot be adequately amended or restored. The soil specification should include, at a minimum, the amendments to the existing site soil, a detailed description of the soil to be imported, soil testing requirements, approval and placement of the soil material, and inspection and testing of the installed soil materials after placement. Sometimes it is important to inspect the native soil material site, collect representative samples, and approve the soil material prior to excavation and import.

When plants are truly well selected for a site, no soil amendment should be needed. However, where original topsoil is removed, soil amendments can help. Also, imported soil may be combined with native soil, changing how well it is suited to native plants. It is worth noting though that imported soils that are prepared and available commercially are often too rich in organic matter for native plants. When possible, it is important to specify a soil mix that contains minimal manure and organic matter to simulate as best as possible the native soil conditions.

Planting at the appropriate time

Planting should occur in the spring or fall for several reasons. Spring planting helps to avoid the extreme heat of summer and allows the plants an opportunity to grow. Whereas fall planting gives plants a jump-start on the growing season, which results in more robust plant growth. When possible, prepare soil two to three months before planting so the soil can settle.

Soils, Plantings and Irrigation

Irrigation of newly planted areas is critical to the success of the landscape. The initial few years after planting are critical for roots to take hold and for the plants to have success in establishment. The floodplain zones of the project should irrigate temporarily for the first 2-3 years after planting. The upgradient improved area including the middle terrace, transitional meadow and lawns should have permanent irrigation installed.

4 Construction Precautions

It is recommended that Best Management Practices (BMP) be incorporated into the construction plan. BMPs include but are not limited to:

- Noxious weeds observed near or adjacent to construction areas should be treated with herbicides or physically removed to prevent further establishment and spread.
- Periodic surveys should take place during the construction period to identify and treat noxious weed infestations.
- Areas of topsoil salvage should be monitored and aggressively treated with approved herbicides to prevent the establishment or spread of invasive and noxious weed species.
- Disturbed areas should be rehabilitated after the completion of construction activities. In areas with high erosion potential, hydroseed and mulch with tackifiers can be used to reduce erosion impacts.
- Certified weed-free mulch should be used in restoration, and certified weed-free straw bales will be used in sediment barriers.

Disturbing the soil can create more problems than it solves because weed seeds, roots and rhizomes lay dormant underground, ready to sprout after tilling. If a site location has some weeds but the preference is not to till or hand-weed, the weeds can be killed by watering them and covering them with clear plastic for several months—a process known as solarization. This process works best in full sun and often creates temperatures high enough to kill the bank of weed seeds if done for a long enough period. Be sure to use clear plastic, as black plastic only causes the unwanted plants to go dormant, ready to spring back to life.

If tilling needs to be done, be sure to go no deeper than one to two inches to prevent the surfacing and germination of weed seeds and apply two or more applications of a nonresidual, post-emergent herbicide to remove existing vegetation. Before application of the herbicide, water the site for a week or two to promote weed germination. Let the seedlings grow one or two weeks and then apply the herbicide. Repeat this process once more to ensure a clean seed bed. Be sure to handle all herbicides with caution, read labels carefully and, if you are near surface water, choose an appropriate one. Wildflowers and native grass seeds can be planted as soon as the competing vegetation is under control.

If a particular location has persistent weeds, it may need a year or more to kill them all, although total eradication may not be practical if the site is extremely degraded or very large. In this case, it may require a modified solarization process where an herbicide is used in place of watering and then cover with clear plastic. Eliminating weeds as much as possible before planting is easier and less expensive than trying to control them in a newly planted site.

5 Invasive and Noxious Weed Abatement Plan

Invasive and noxious weeds are currently and will continue to be an ongoing issue for the Warm Springs Preserve site due to current established infestations, initial construction ground disturbance, as well as increased recreation use levels. Reducing the establishment of noxious weeds during and immediately after construction is critical. The following actions will help to alleviate establishment:

- Consider treating existing weeds prior to earthwork to limit unintentional spread.
- Consider burying topsoil with weed seedbed under fill-zones rather than reusing these as topsoil.
- Place topsoil, mulch, hydroseed, etc. as soon as possible after earthwork.
- Assuming summer to fall earthwork actions, treat any weeds prior to planting native vegetation during the dormant season (later fall, winter, or early spring).
- Aggressively manage weeds in the first years after construction to prevent wide-spread infestation.
- Irrigate and possibly fence native vegetation as needed to ensure its establishment. The health and maturing of native vegetation can outcompete weeds.

Long-term invasive and noxious weed management objectives for the Preserve should include, but are not limited to:

- Controlling the current spread of noxious and undesirable weeds at the Preserve through mapping existing locations and keeping a record of the species that are present.
- Preventing new infestations through monitoring the effectiveness of control measures and adapting new management strategies and control measures as necessary.
- Meeting state and federal safety guidelines for the use of prescribed burning and chemical application.
- Coordinating with Blaine County, state, and federal weed supervisors on weed control, approved herbicides, and weed mapping.
- Working with residents and the public to educate them on invasive and noxious weeds, and the ecological, social, and economic impacts that they have on the surrounding landscape.

The control and management of invasive and noxious weed species is an essential component of open space and habitat management. A weeds management plan should be adaptive to existing conditions and change over time based on the goals associated with the plan. Some of the tools that have been identified for controlling invasive and noxious weeds include, but are not limited to:

- Mechanical treatment (mowing, hand pulling, plowing, chaining, etc.)
- Biological treatments
- Herbicide application

These types of treatments should significantly reduce mature populations of invasive/noxious weeds, while also decreasing the amount and viability of seed for future generations. In areas with only limited components of invasive plant species present, spot-applications of herbicides, bio-control agents, or mechanical thinning should be used. The initial and continued use of herbicides, as well as the type of herbicide, should be determined on a site-by-site basis. In addition, herbicide application projects should be done in collaboration with Blaine County, and other resource specialists.

A weed management program must be implemented and carried out throughout the year. This program will utilize various treatments including mechanical, chemical, and biological control methods. For example, spot spraying of invasive grass species in areas with established native species would likely reduce competition for limited resources and increase the ability of young natives to establish and reproduce. However, the use of herbicides can have adverse effects on native species as well. Therefore, mechanical, and biological controls should be used as much as possible in these areas.

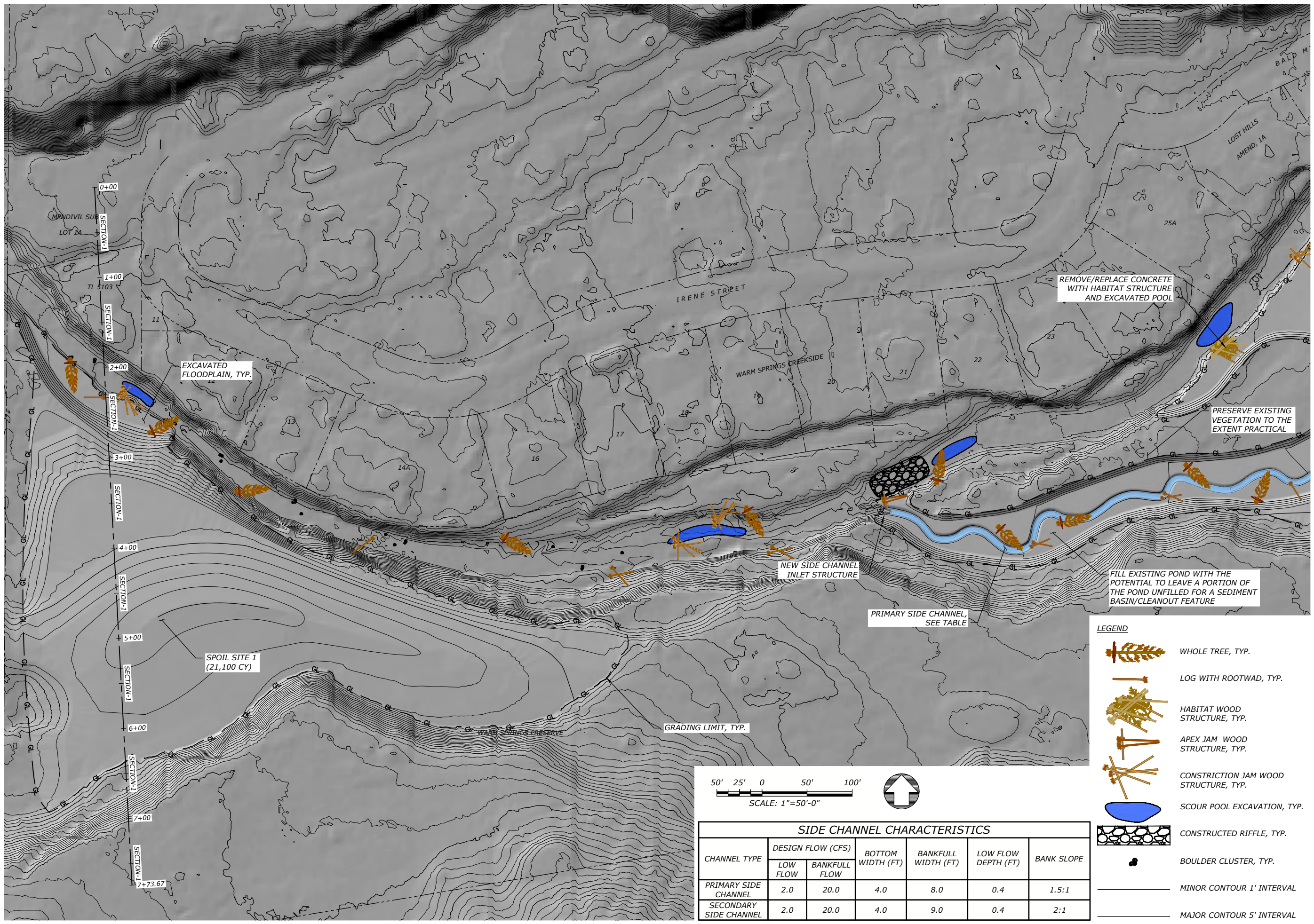
It is recommended to limit the use of biological control agents as much as possible to manage and control invasive and noxious weed species. While invasive and noxious weed species can be reduced with chemical and mechanical treatments, these require significant amounts of time and resources and can result in adverse impacts to remnant native population. Biocontrol agents are generally species-specific and have limited effects on other species. In addition, these treatments are less time and resource consumptive, and can affect a very large area with a minimal application.

Initial and continuous treatments of the area will be required to control and manage these invasive communities. However, the primary factor in managing the establishment and spread of new populations will be education and support of the residents of the community and the public. An aggressive education program should be emphasized so that residents and the public are aware of the impacts that invasive species have on native communities and wildlife. In addition to on-site programs, the community should have continued communication with, and enter into cooperative programs for weeds management and education with county, state, and federal agencies.

WARM SPRINGS PRESERVE

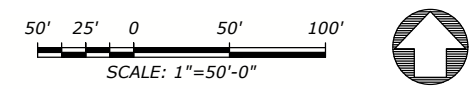
CONCEPTUAL DESIGN

CITY OF KETCHUM
KETCHUM, BLAINE COUNTY, IDAHO



LEGEND

- WHOLE TREE, TYP.
- LOG WITH ROOTWAD, TYP.
- HABITAT WOOD STRUCTURE, TYP.
- APEX JAM WOOD STRUCTURE, TYP.
- CONSTRICTION JAM WOOD STRUCTURE, TYP.
- SCOUR POOL EXCAVATION, TYP.
- CONSTRUCTED RIFFLE, TYP.
- BOULDER CLUSTER, TYP.
- MINOR CONTOUR 1' INTERVAL
- MAJOR CONTOUR 5' INTERVAL



CHANNEL TYPE	DESIGN FLOW (CFS)		BOTTOM WIDTH (FT)	BANKFULL WIDTH (FT)	LOW FLOW DEPTH (FT)	BANK SLOPE
	LOW FLOW	BANKFULL FLOW				
PRIMARY SIDE CHANNEL	2.0	20.0	4.0	8.0	0.4	1.5:1
SECONDARY SIDE CHANNEL	2.0	20.0	4.0	9.0	0.4	2:1

**WORKING DRAFT
NOT FOR
CONSTRUCTION**

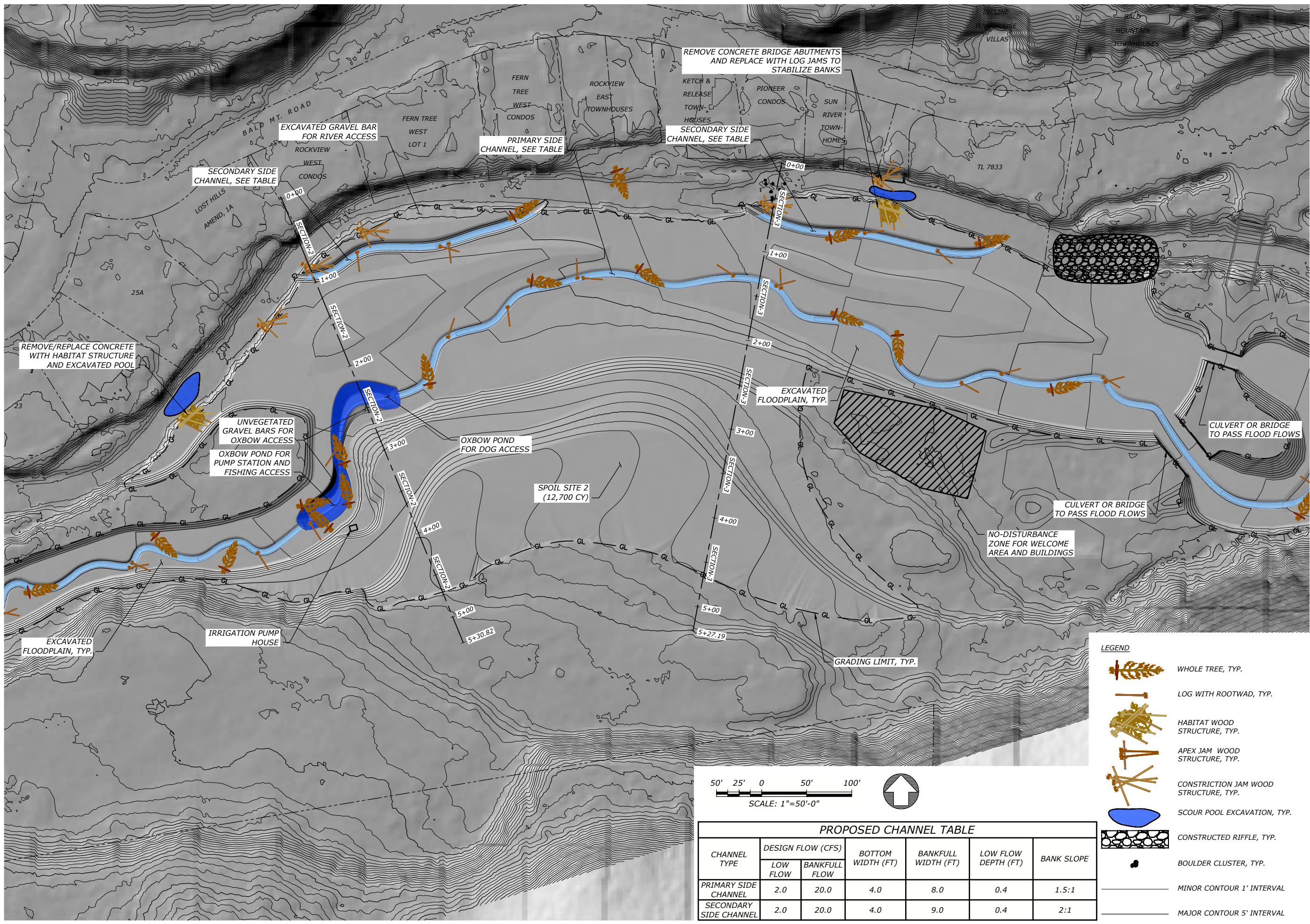
DATE:	OCTOBER, 2022
DESIGNED:	
APPROVED:	
DRAWING NAME	PROPOSED CONDITIONS
	OVERVIEW-01
DRAWING NO.	247
SHEET -- OF	

FILE: R:\PROJECTS\BIO. WOOD_HUC27\WARM_SPRINGS_PRESERVE_CITY_OF_KETCHUM\CAD\PRODUCT\WARM_SPRINGS_CONCEPTS-HILL SHADE.DWG SAVED BY: ZACH SUDMAN PLOT DATE: 10/23/2023 9:26 AM

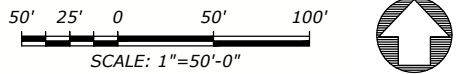
WARM SPRINGS PRESERVE

CONCEPTUAL DESIGN

CITY OF KETCHUM
KETCHUM, BLAINE COUNTY, IDAHO



- LEGEND**
- WHOLE TREE, TYP.
 - LOG WITH ROOTWAD, TYP.
 - HABITAT WOOD STRUCTURE, TYP.
 - APEX JAM WOOD STRUCTURE, TYP.
 - CONSTRUCTION JAM WOOD STRUCTURE, TYP.
 - SCOUR POOL EXCAVATION, TYP.
 - CONSTRUCTED RIFFLE, TYP.
 - BOULDER CLUSTER, TYP.
 - MINOR CONTOUR 1' INTERVAL
 - MAJOR CONTOUR 5' INTERVAL



PROPOSED CHANNEL TABLE

CHANNEL TYPE	DESIGN FLOW (CFS)		BOTTOM WIDTH (FT)	BANKFULL WIDTH (FT)	LOW FLOW DEPTH (FT)	BANK SLOPE
	LOW FLOW	BANKFULL FLOW				
PRIMARY SIDE CHANNEL	2.0	20.0	4.0	8.0	0.4	1.5:1
SECONDARY SIDE CHANNEL	2.0	20.0	4.0	9.0	0.4	2:1

**WORKING DRAFT
NOT FOR
CONSTRUCTION**

DATE: OCTOBER, 2022
DESIGNED: --
APPROVED: --
DRAWING NAME
PROPOSED CONDITIONS
OVERVIEW-02
DRAWING NO. --- 248
SHEET -- OF --

FILE: R:\PROJECTS\BIG WOOD_HUC2\WARM SPRINGS PRESERVE CITY OF KETCHUM\CAD\PRODUCT\WARM-SPRINGS-CONCEPTS-HILLSHADE.DWG SAVED BY: ZACH SUDMAN PLOT DATE: 10/20/23 9:26 AM

WARM SPRINGS PRESERVE

CONCEPTUAL DESIGN

CITY OF KETCHUM
KETCHUM, BLAINE COUNTY, IDAHO

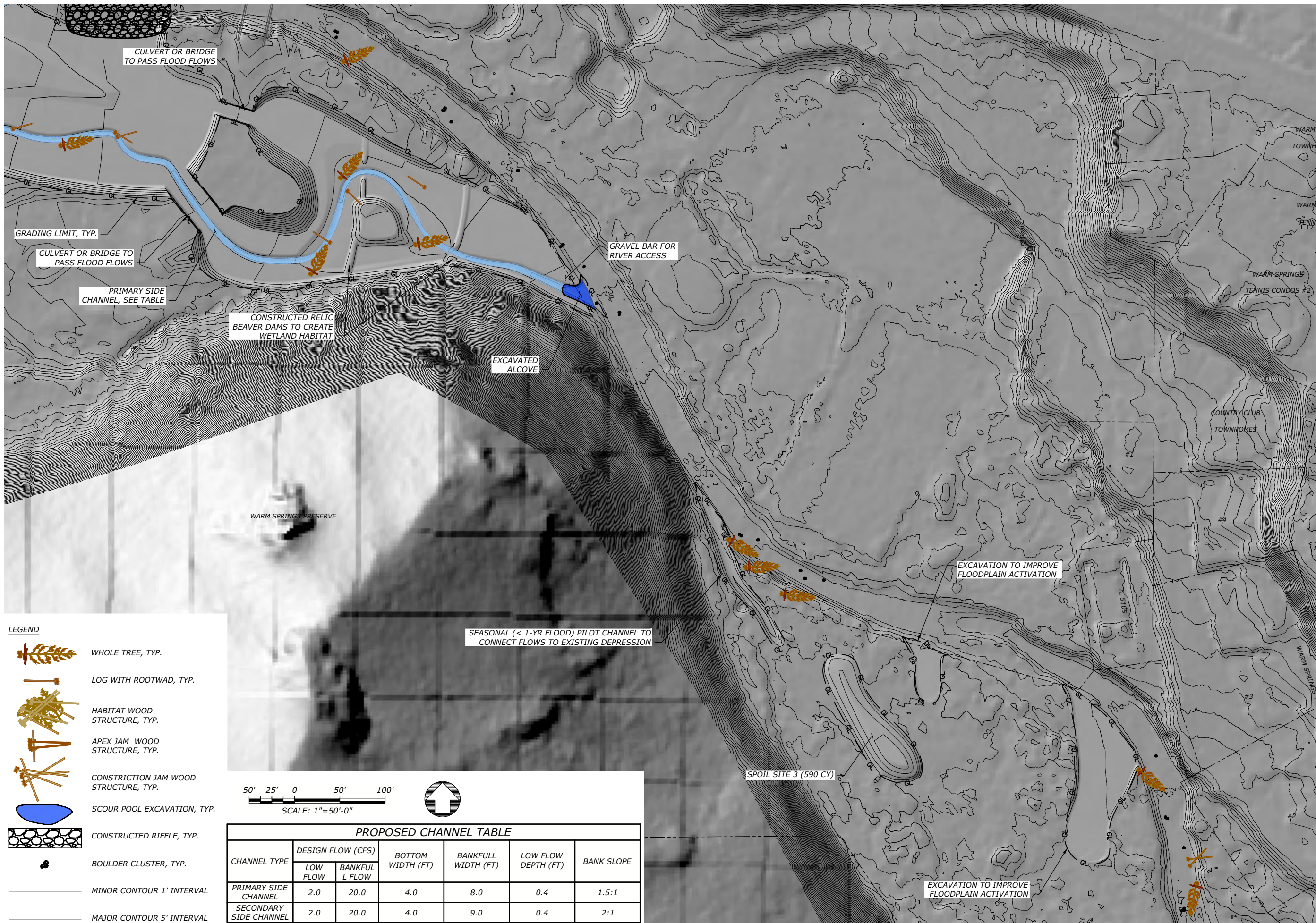
**WORKING DRAFT
NOT FOR
CONSTRUCTION**

DATE: OCTOBER, 2022
DESIGNED: --
APPROVED: --

DRAWING NAME
PROPOSED CONDITIONS

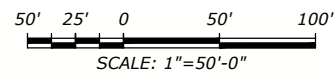
OVERVIEW-03

DRAWING NO. --- 249
SHEET -- OF --



LEGEND

- WHOLE TREE, TYP.
- LOG WITH ROOTWAD, TYP.
- HABITAT WOOD STRUCTURE, TYP.
- APEX JAM WOOD STRUCTURE, TYP.
- CONSTRICTION JAM WOOD STRUCTURE, TYP.
- SCOUR POOL EXCAVATION, TYP.
- CONSTRUCTED RIFFLE, TYP.
- BOULDER CLUSTER, TYP.
- MINOR CONTOUR 1' INTERVAL
- MAJOR CONTOUR 5' INTERVAL



PROPOSED CHANNEL TABLE

CHANNEL TYPE	DESIGN FLOW (CFS)		BOTTOM WIDTH (FT)	BANKFULL WIDTH (FT)	LOW FLOW DEPTH (FT)	BANK SLOPE
	LOW FLOW	BANKFUL L FLOW				
PRIMARY SIDE CHANNEL	2.0	20.0	4.0	8.0	0.4	1.5:1
SECONDARY SIDE CHANNEL	2.0	20.0	4.0	9.0	0.4	2:1

FILE: R:\PROJECTS\BICG_WOOD_HUC27\WARM_SPRINGS_PRESERVE_CITY_OF_KETCHUM\CAD\PRODUCT\WARM_SPRINGS_CONCEPTS-HILL SHADE.DWG SAVED BY: ZACH SUDMAN PLOT DATE: 10/20/23 9:26 AM

WARM SPRINGS PRESERVE

CONCEPTUAL DESIGN

CITY OF KETCHUM
KETCHUM, BLAINE COUNTY, IDAHO

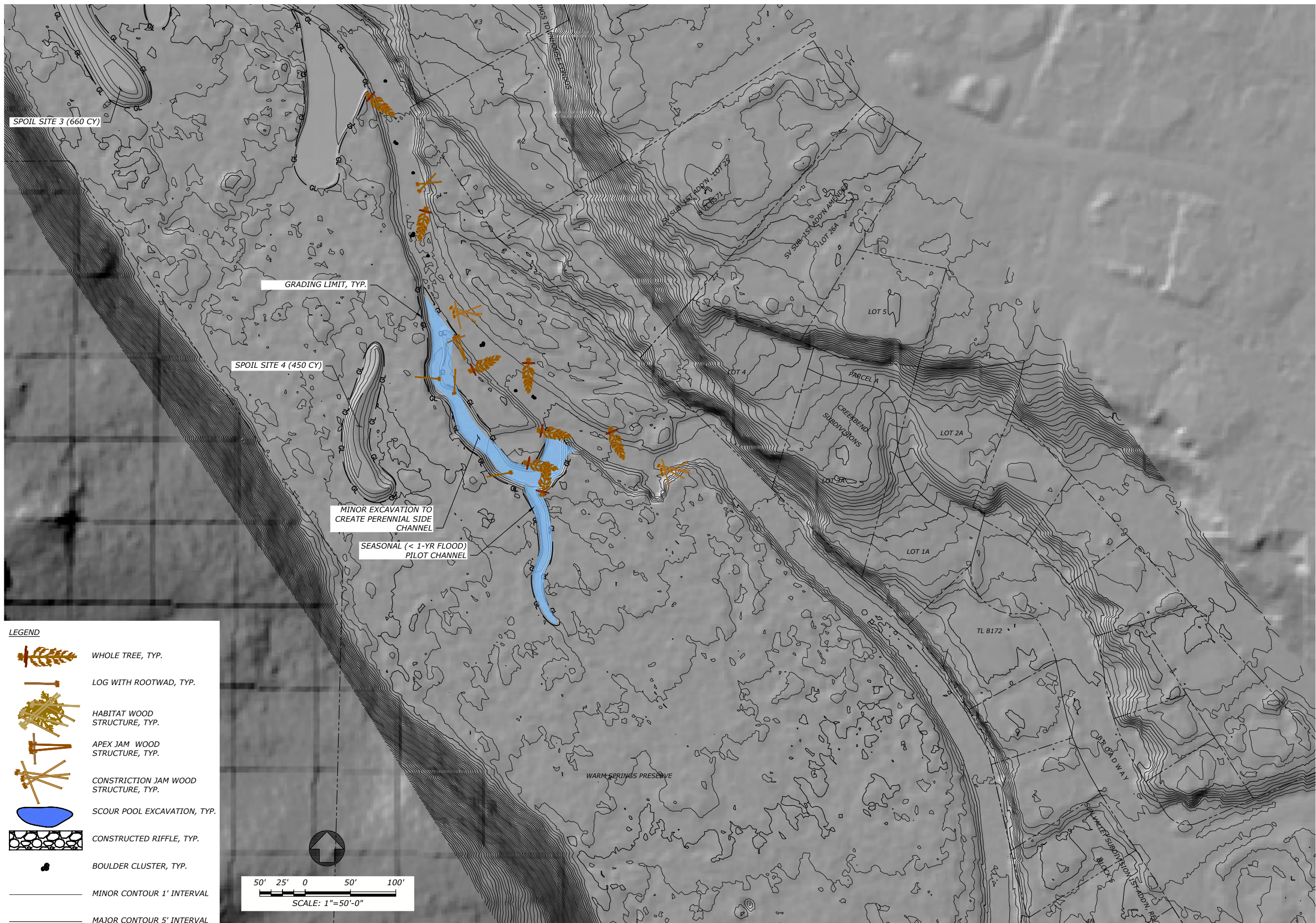
**WORKING DRAFT
NOT FOR
CONSTRUCTION**

DATE: OCTOBER, 2022
DESIGNED: --
APPROVED: --









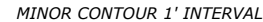

DRAWING NAME
PROPOSED CONDITIONS

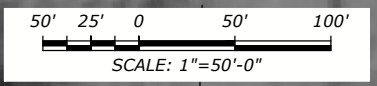
OVERVIEW-04

DRAWING NO. ---
SHEET -- OF 250



LEGEND

-  WHOLE TREE, TYP.
-  LOG WITH ROOTWAD, TYP.
-  HABITAT WOOD STRUCTURE, TYP.
-  APEX JAM WOOD STRUCTURE, TYP.
-  CONSTRICTION JAM WOOD STRUCTURE, TYP.
-  SCOUR POOL EXCAVATION, TYP.
-  CONSTRUCTED RIFFLE, TYP.
-  BOULDER CLUSTER, TYP.
-  MINOR CONTOUR 1' INTERVAL
-  MAJOR CONTOUR 5' INTERVAL



FILE: R:\PROJECTS\BIG WOOD_HUC2\WARM SPRINGS PRESERVE CITY OF KETCHUM\CAD\PRODUCT\WARM-SPRINGS-CONCEPTS-HILL SHADE.DWG SAVED BY: ZACH SUDMAN PLOT DATE: 1/9/2023 9:26 AM

FILE:R:\PROJECTS\BIC. WOOD. HUC\2\WARM SPRINGS PRESERVE CITY OF KETCHUM\CAD\PRODUCT\WARM SPRINGS-CONCEPTS-HILLSHADE.DWG SAVED BY: ZACH SUDMAN PLOT DATE: 1/9/2023 9:26 AM



Applied Science & Engineering

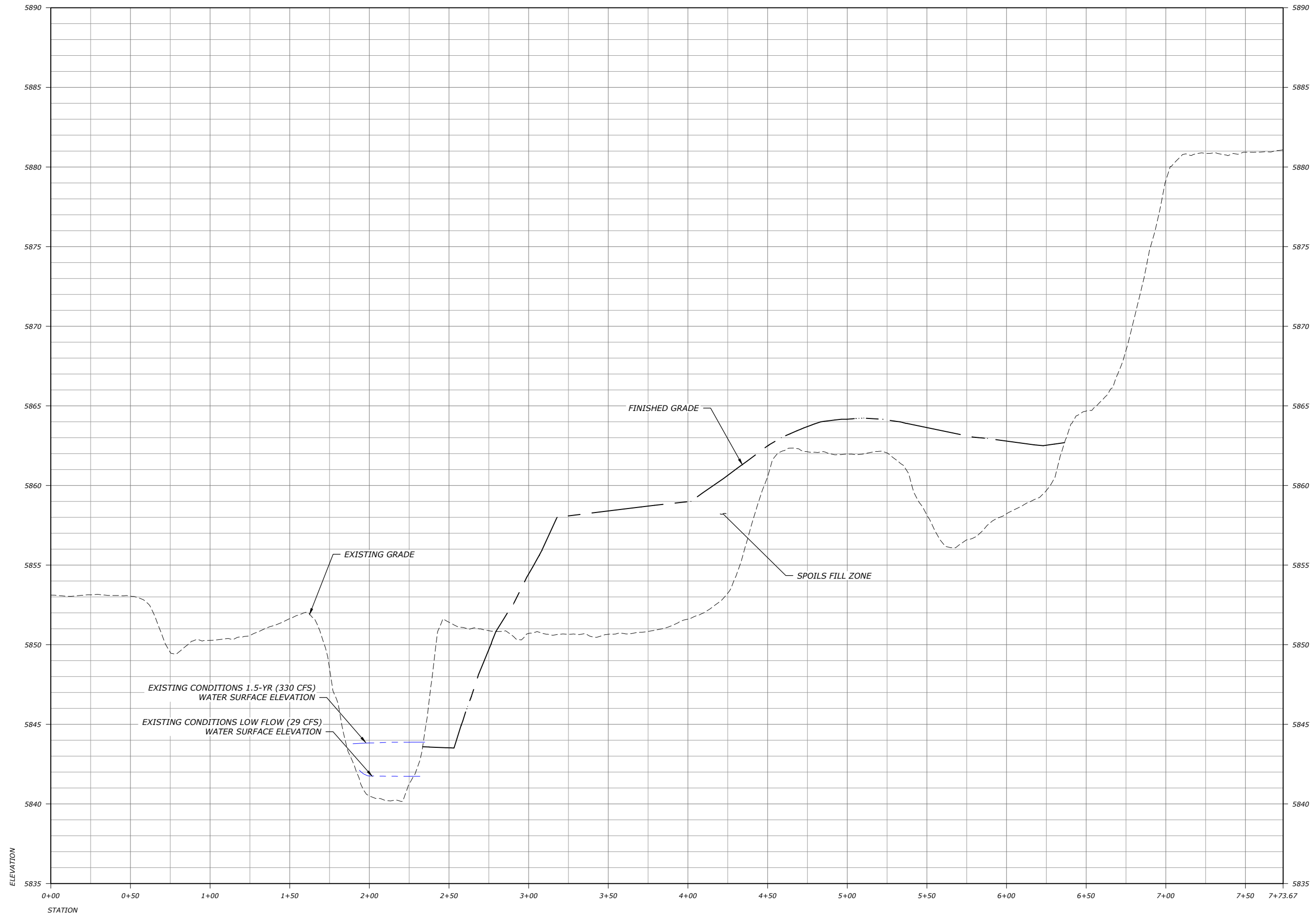
WARM SPRINGS PRESERVE
CONCEPTUAL DESIGN
CITY OF KETCHUM
KETCHUM, BLAINE COUNTY, IDAHO

WORKING DRAFT
NOT FOR
CONSTRUCTION

DATE: OCTOBER, 2022
DESIGNED: --
APPROVED: --

DRAWING NAME
PROPOSED CONDITIONS
SECTION-01

DRAWING NO. 251
SHEET -- OF --

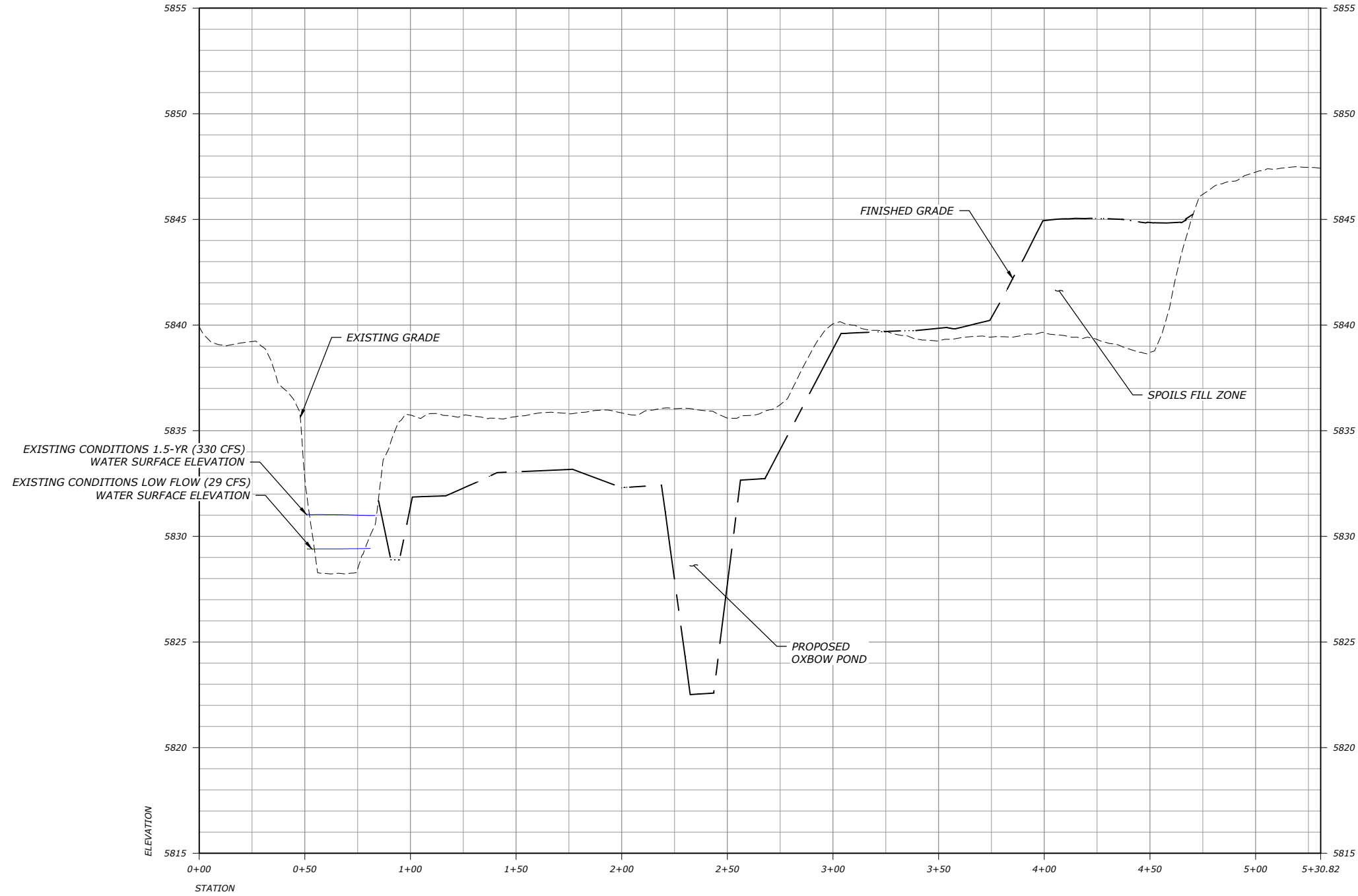


SECTION-1 PROFILE

WARM SPRINGS PRESERVE

CONCEPTUAL DESIGN

CITY OF KETCHUM
KETCHUM, BLAINE COUNTY, IDAHO



SECTION-2 PROFILE

**WORKING DRAFT
NOT FOR
CONSTRUCTION**

DATE: OCTOBER, 2022
DESIGNED: --
APPROVED: --

DRAWING NAME
PROPOSED CONDITIONS

SECTION-02

DRAWING NO. ---
SHEET -- OF 252

WARM SPRINGS PRESERVE

CONCEPTUAL DESIGN

CITY OF KETCHUM
KETCHUM, BLAINE COUNTY, IDAHO

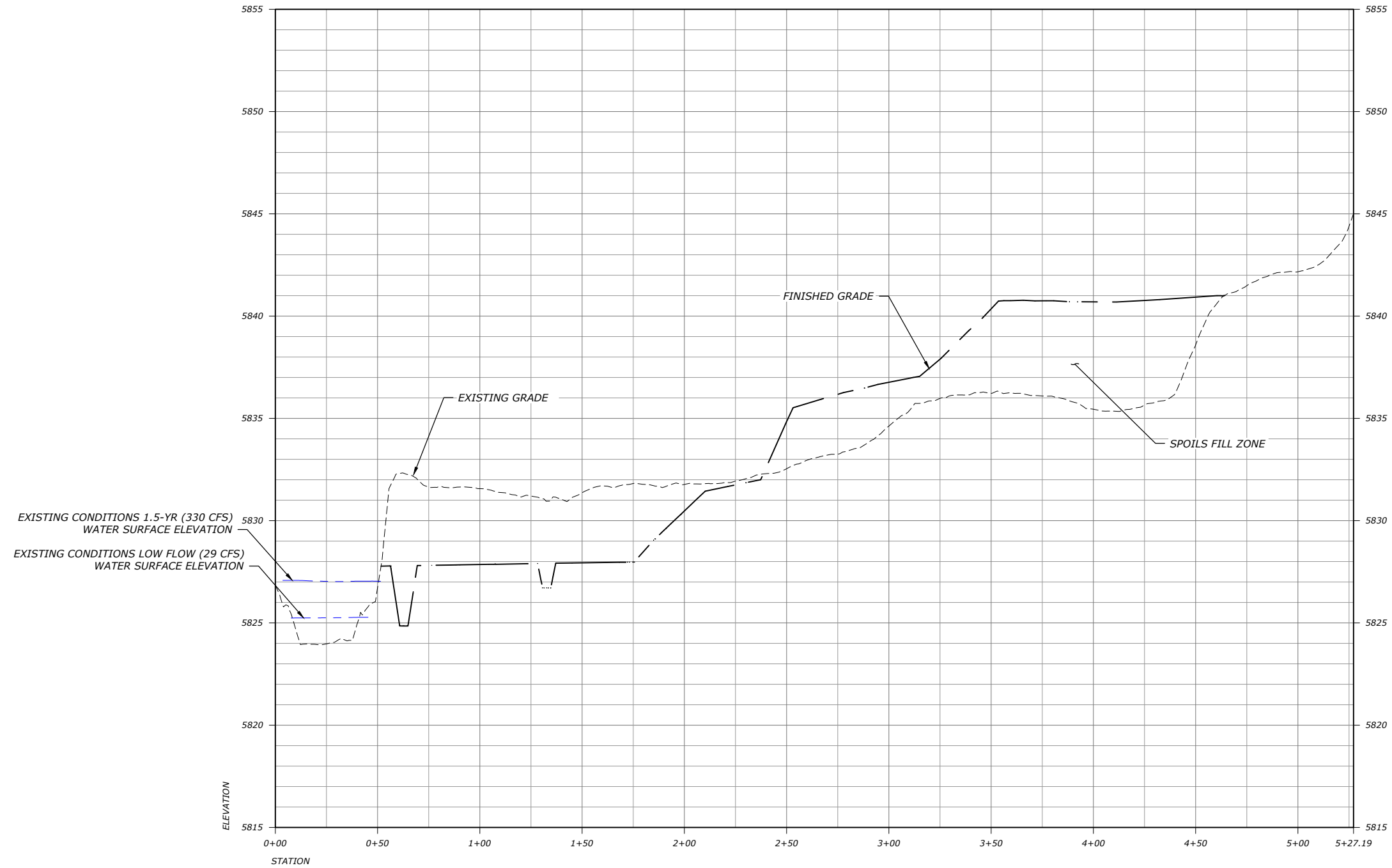
**WORKING DRAFT
NOT FOR
CONSTRUCTION**

DATE: OCTOBER, 2022
DESIGNED: --
APPROVED: --

DRAWING NAME
PROPOSED CONDITIONS

SECTION-03

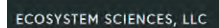
DRAWING NO. 253
SHEET -- OF --



SECTION-3 PROFILE

For more information and to get involved:

www.projectketchum.org/warm-springs-preserve





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: April 3, 2023 Staff Member/Dept: Paige Nied, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to Hold a Public Hearing and Approve the Piazza Navona, LLC Lot Consolidation Subdivision Final Plat & Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

I move to approve the Piazza Navona, LLC Lot Consolidation Subdivision Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.

Reasons for Recommendation:

- The request meets all applicable standards for Readjustment of Lot Lines as specified in the Ketchum Municipal Code’s Subdivision (Title 16) regulations.
- Consistent with Ketchum Municipal Code §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the project does not reduce the area, frontage, width, depth, or building setback lines below the minimum requirements, (2) amended Lot 4A will comply with all dimensional standards required in the Community Core – Mixed Use Subdistrict Zone, and (3) the proposal does not create additional lots or dwelling units.
- All city departments have reviewed the proposal and have no concerns with the proposed lot line shift.
- The application is not subject to Interim Ordinance 1234 as the application was deemed complete prior to the effective date of the ordinance.

Policy Analysis and Background:

The lot consolidation preliminary plat application will combine lots 3 and 4 within block 13 of the original Ketchum Townsite. Lot 3 is located at 731 Warm Springs Road and is developed with an existing nonconforming single-family home that was built in 1941. Lot 4 is located at 271 E 7th Street and is developed with a commercial structure that was built in 1932, which is currently utilized as a restaurant (Cookbook). Lot 3 is accessed off Warm Springs Road and Lot 4 is accessed off E 7th Street, as shown in the image below. The owner wishes to eliminate the interior lot line to consolidate the lots. This action will result in Lot 4A with an area of 10,995 square feet. No redevelopment of the lots is proposed at this time.



During Department Review, staff reviewed the lot line shift application for conformance with Ketchum Municipal Code (KMC) 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.060 – *Readjustment of Lot Lines Procedures*. Please see the draft Findings of Fact in Attachment 2 for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable as the standard applies to the creation of new subdivisions, new lots, or new infrastructure. As no new development is proposed, no upgrades to existing utility infrastructure or right-of-way improvements are required.

No concerns or issues were raised by other city departments during Department Review regarding the proposed lot consolidation. As conditioned, the proposed Lot 4A, Block 13, Ketchum Townsite plat meets the standards for Readjustment of Lot Lines under Title 16 of the Ketchum Municipal Code.

Sustainability Impact:

This application has no impact on the City’s ability to meet the Ketchum Sustainability Action Plan.

Financial Impact:

None	There is no financial request to the City of Ketchum for the application and therefore no budget implications.
------	--

Attachments:

- | |
|---|
| 1. Lot Line Shift Application Materials |
| 2. Plat |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision |



City of Ketchum

Attachment 1: Lot Line Shift Application Materials



City of Ketchum
Planning & Building

CERTIFIED COMPLETE
12-17-20

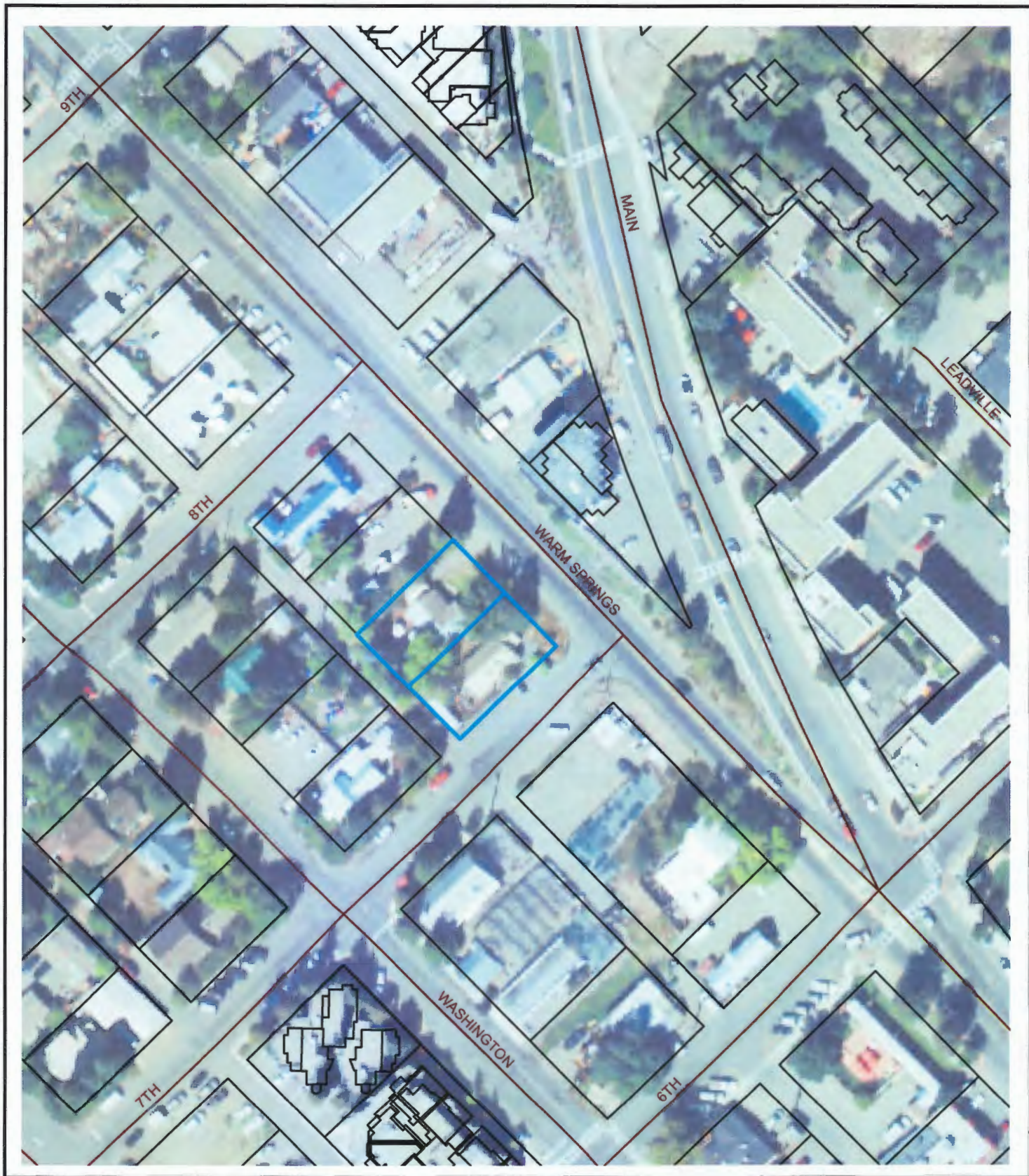
OFFICIAL USE ONLY	
File Number:	P20-120
Date Received:	12-14-20
By:	MP
Fee Paid:	950.00
Approved Date:	
Denied Date:	
By:	

Lot Line Shift Application

Owner Name: PIAZZA NAVONA, LLC; KATHLEEN HUGHES	
Mailing Address: Box 311, KETCHUM, ID 83340	
Phone: 208-720-0730	
Email: KATHLEENITALY@YAHOO.COM	
Name of Proposed Plat: KETCHUM, BLOCK 13, LOT 4A	
Representative of Owner: BRUCE SMITH, PCS; ALPINE ENTERPRISES INC.	
Phone: 208-727-1988	
Mailing Address: BSMITH@ALPINEENTERPRISESINC.COM	
Email: Box 2037, KETCHUM, ID 83340	
Legal Land Description: LOTS 3+4, BLOCK 13, KETCHUM	
Project Address: 271 E. FTH ST & 731 WARM SPRINGS RD.	
Number of Lots: 2 INTO 1	Number of Units: 2?
Total Land Area in Square Feet: 10,995 SQ. FT.	Current Zoning District: CC Z
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
PUBLIC UTILITIES?	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.


 Signature of Owner/Representative BRUCE SMITH, PCS ALPINE ENTERPRISES INC. Date 18 Nov 2020



A Vicinity Map Showing
The Proposed Lot 4A, Block 13
City of Ketchum, Idaho

1 in = 100 ft

ALPINE ENTERPRISES INC.

PO Box 2037
660 Bell Dr
Ketchum, ID 83701
208-725-259

DECEMBER 2020

GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GH9K5FH@ ; I 5F5BHM7CAD5BM

a corporation, herein called the Company,

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: 8/24/2020

Countersigned by:



Authorized Signature

Title One

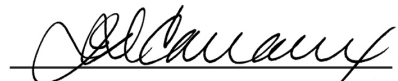
Company

Burley, ID

City, State



Frederick H. Eppinger
President and CEO



Denise Carraux
Secretary

Guarantee Serial No. **G-2222-000088737**

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

(a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

(a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

(b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.

(c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

(d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

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

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the

Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise

for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for

liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, TX 77252-2029.

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 20379028
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000088737	\$1,000.00	August 24, 2020 at 7:30 a.m.	\$140.00

Name of Assured:
Alpine Enterprises, PLS

The assurances referred to on the face page hereof are:

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

Lot 4, Block 13 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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

Deed Type: Warranty Deed
Grantors: Mark D. Fisher and Danette L. Fisher, husband and wife, also shown of record as Mark Fisher and Danette L. Fisher, husband and wife
Grantees: Piazza Navona, L.L.C., an Idaho limited liability company
Recorded Date: May 21, 2004
Instrument: 503853
[Click here to view](#)

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

EXCEPTIONS:

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

271 E 7th St, Ketchum, ID 83340

2. Taxes for the year 2019 are paid in full.
Parcel Number: RPK00000130040
Original Amount: [\\$3,146.82](#)

3. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.

4. Water and sewer charges, if any, for the City of Ketchum.
5. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).
6. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded September 1, 1943 as Instrument No. [85963](#).
7. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

Sun Valley Title

By:

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a cursive style.

Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-2222-000088737

Name of Assured: Alpine Enterprises, PLS

Date of Guarantee: August 24, 2020

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

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

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

The parties referred to in this guarantee are as follows:

Piazza Navona, L.L.C., an Idaho limited liability company

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE

CLTA LOT BOOK GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Countersigned by:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
Agent ID: 120037

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2023205

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-0000-273464078

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2023205

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-0000-273464078

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability –

- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

13. Arbitration – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract –

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2023205

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-273464078

**LOT BOOK GUARANTEE
SCHEDULE A**

File No.: 2023205

Guarantee No.: G-0000-273464078

Date of Guarantee: December 01, 2020 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$120.00

A. Assured:

Alpine Enterprises, Inc.

B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:

1. Description of the land in Blaine County, Idaho:

Lots 3 and 4 in Block 13, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

2. The last recorded instrument in the public records purporting to transfer title to said land was:

Warranty Deed, recorded as Document No. 503852 & 503853, conveying said real property to:

Piazza Navona, L.L.C., an Idaho Limited Liability Company

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.

4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

C. Exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.

2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
8. General taxes for the year 2020, a lien in the amount of \$2,618.92, of which the first half is due on or before December 20, 2020 and the second half is due on or before June 20, 2021. (Parcel No. RPK00000130030)
9. General taxes for the year 2020, a lien in the amount of \$3,000.12, of which the first half is due on or before December 20, 2020 and the second half is due on or before June 20, 2021. (Parcel No. RPK00000130040)
10. The State of Idaho filing of Piazza Navona, L.L.C., an Idaho Limited Liability Company has been forfeited or administratively dissolved.
11. General taxes for the year 2021 and subsequent years, which are a lien not yet due and payable.
12. Water, sewer, rubbish charges of the City of Ketchum.
13. Ketchum rubbish charges billed by Clear Creek Disposal.
14. Facts evidenced by that certain Survey, recorded July 30, 1979, as [Instrument No. 195381](#), records of Blaine County, Idaho.
15. Notes, Easements and Restrictions, if any, as shown on the official map of the Village of Ketchum, recorded February 13, 1989 as [Instrument No. 302967](#), records of Blaine County, Idaho.
16. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

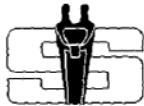
If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



Instrument # 503852

HAILEY, BLAINE, IDAHO
2004-05-21 DT:22:00 No. of Pages: 1
Recorded for : BLAINE COUNTY TITLE
MARSHA RIEMANN Fee: 3.00
Ex-Officio Recorder Deputy
Index to: WTYOCCORP DEED

WARRANTY DEED

For Value Received **MARK D. FISHER AND DANETTE L. FISHER**, husband and wife,
also shown of record as **MARK FISHER AND DANETTE L. FISHER**, husband and
wife

the Grantor hereby grants, bargains, sells, conveys and warrants unto **PIAZZA NAVONA, L.L.C.**,
an Idaho Limited Liability Company

the Grantee whose current address is: **PO BOX 311, KETCHUM ID 83340**

the following described premises, to-wit:


**Lot 3, Block 13 of THE CITY OF KETCHUM, according to the official plat
thereof, on file in the office of the County Recorder, Blaine County, Idaho.**

Parcel Number: **RPK00000130030A**

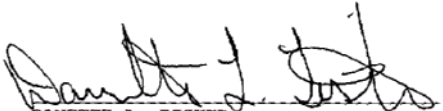
SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable.
Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs
and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the
owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant
and defend the same from all lawful claims whatsoever.

Dated: **May 11, 2004**



MARK D. FISHER




DANETTE L. FISHER

State of **IDAHO**
ss.
County of **BLAINE**

On this 18th day of May, 2004, before me, the
undersigned, a Notary Public, in and for said State, personally appeared **MARK D. FISHER AND
DANETTE L. FISHER**

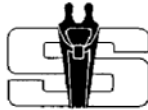
_____, known to me, and/or identified to me
on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument
and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public **KRISTEN KLUDT**
Residing at: **KETCHUM**
Commission Expires: **December 14, 2007**





Instrument # 503853

HAILEY, BLAINE, IDAHO
2004-05-21 01:23:00 No. of Pages: 1
Recorded for : BLAINE COUNTY TITLE
MARSHA RIEMANN Fee: 3.00
Ex-Officio Recorder Deputy
Index to: WTYQCICORP DEED

WARRANTY DEED

For Value Received MARK D. FISHER AND DANETTE L. FISHER, husband and wife, also shown of record as MARK FISHER AND DANETTE L. FISHER, husband and wife

the Grantor hereby grants, bargains, sells, conveys and warrants unto PIAZZA NAVONA, L.L.C., an Idaho Limited Liability Company

the Grantee whose current address is: PO BOX 311, KETCHUM ID 83340

the following described premises, to-wit:

Lot 4, Block 13 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

AND AS RELINQUISHED PROPERTY IN AN I.R.C. 1031 TAX DEFERRED EXCHANGE.

Parcel Number: RPK00000130040A

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: May 11, 2004

Mark D. Fisher
MARK D. FISHER

Danette L. Fisher
DANETTE L. FISHER

State of IDAHO

ss.

County of BLAINE

On this 18th day of May, 2004, before me, the undersigned, a Notary Public, in and for said State, personally appeared MARK D. FISHER AND DANETTE L. FISHER

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Kristen Kludt
Notary Public KRISTEN KLUDT
Residing at: KETCHUM
Commission Expires: December 14, 2007

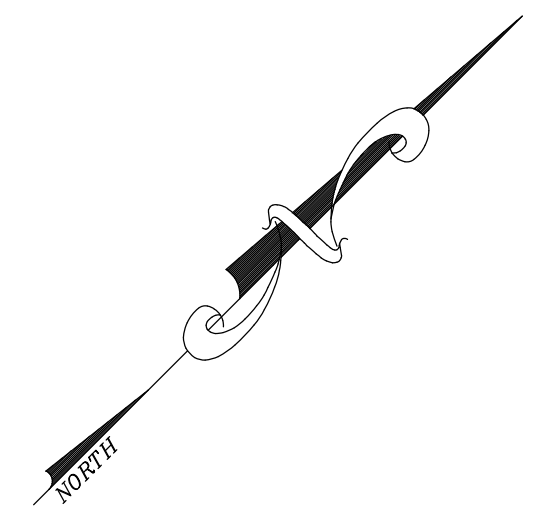
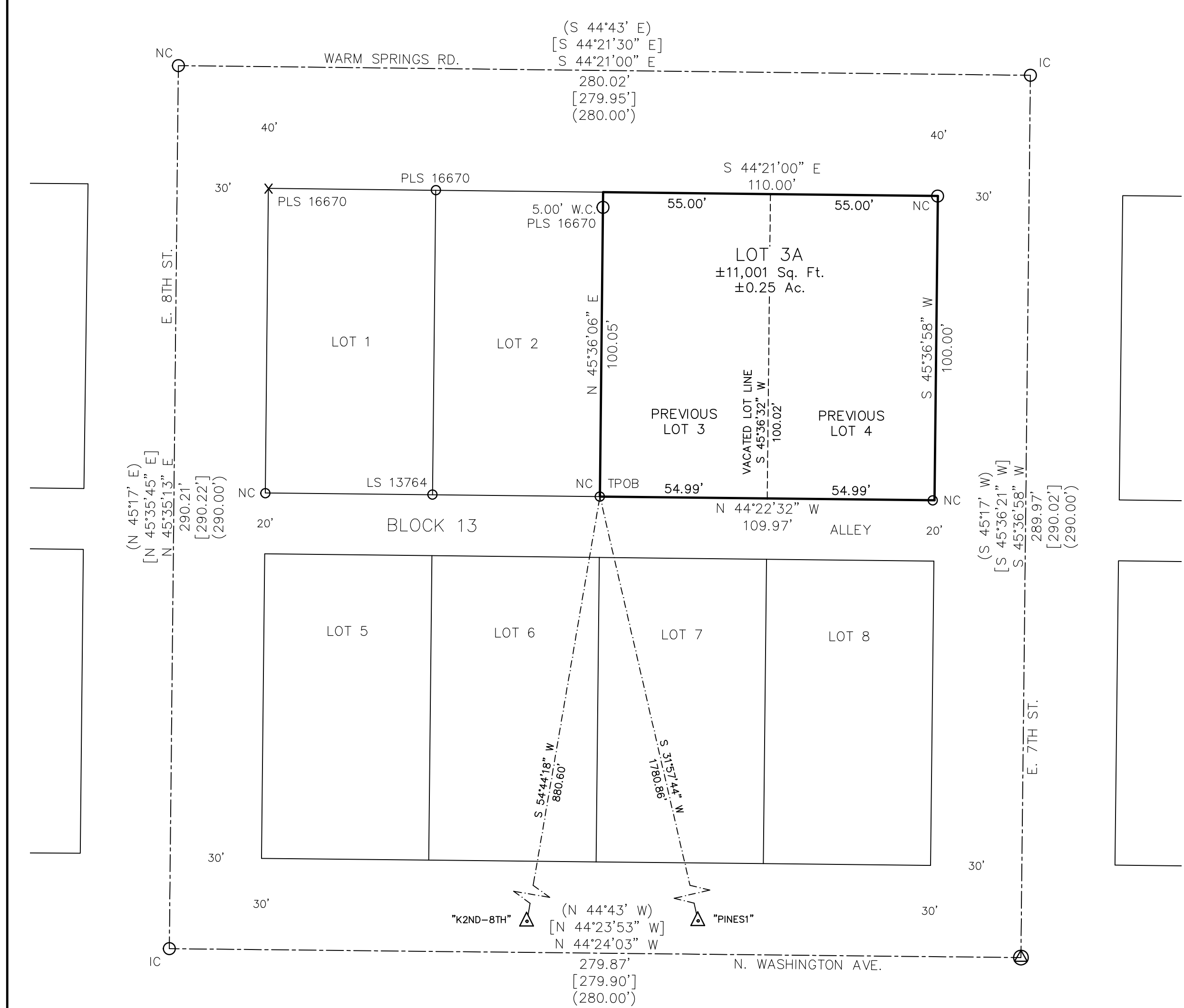




City of Ketchum

Attachment 2: Plat

A PLAT SHOWING
LOT 3A, BLOCK 13, KETCHUM TOWNSITE
 WHEREIN THE LOT LINE BETWEEN LOTS 3 & 4 IS VACATED CREATING LOT 3A AS SHOWN HEREON
 LOCATED WITHIN
 SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 MARCH 2023



- LEGEND**
- Subject Boundary
 - - - - Vacated Lot Line
 - Adjainers Lot Line
 - - - - Centerline Right-of-Way
 - △ Blaine County GIS Tie
 - Found 1/2" Rebar as Shown
 - Found 5/8" Rebar as Shown
 - ⊙ Found Aluminum Cap as Shown
 - X Found Mag Nail & Washer as Shown
 - NC No Cap
 - IC Illegible Cap
 - TPOB True Point of Beginning
 - [] Record Bearing & Distance per Inst. No. 668977
 - () Record Bearing & Distance per Inst. No. 302967

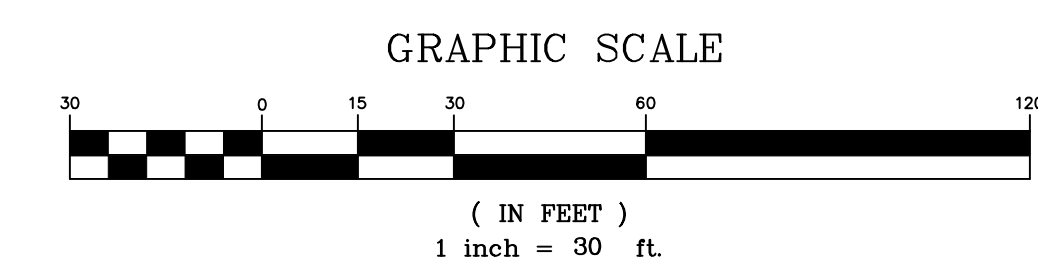
- NOTES**
1. Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Combined Project Scale Factor is 0.9996828.
 2. Boundary Information is from the Official Map of the Village of Ketchum, Instrument Number 302967; Record of Survey Showing Lots 1 & 2, Block 13, Ketchum Townsite, Instrument Number 668977; Blaine County Records.

SURVEYOR NARRATIVE

The purpose of this Survey is to vacate the Lot Line between Lots 3 and 4, Block 13, Ketchum Townsite, creating Lot 3A as shown hereon. The boundary shown is based on found centerline monuments and the Official Map of the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho. All found monuments were accepted.

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

Date _____ South Central Public Health District, EHS



KETCHUM, BLK 13, LOT 3A
 ALPINE ENTERPRISES INC.
 KETCHUM, IDAHO
 SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP

This is to certify that PIAZZA NAVONA, LLC., an Idaho Limited Liability Company Organized and Existing under the Laws of the State of Idaho and Duly Qualified to do Business in the State of Idaho, is the owner in Fee Simple of the Real Property described as follows:

Parcels of land located within Section 13, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lots 3 and 4, Block 13, Ketchum Townsite.

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

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

Kathleen J. Hughes, Manager
PIAZZA NAVONA, LLC.
An Idaho Limited Liability Company

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared Kathleen J. Hughes, known or identified to me to be the Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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

Notary Public in and for said State

Residing At

My Commission Expires

SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this Plat of Lot 3A, Block 13, Ketchum Townsite, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR'S APPROVAL

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

Sam Young, PLS 11577
County Surveyor

APPROVAL OF CITY COUNCIL

I, _____, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved to the Ketchum Subdivision-Ordinance.

Planner

Certified By: City Clerk

City Clerk Signature

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by _____, City Engineer for the City of Ketchum on this ____ day of _____, 2023.

City Engineer

COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lot 3A, Block 13, Ketchum Townsite have been paid in full on this ____ day of _____, 2023. This Certification is valid for the next thirty (30) days only.

Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO
COUNTY OF BLAINE

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

Ex-officio Recorder

KETCHUM, BLK 13, LOT 3A
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 2 OF 2



City of Ketchum

Attachment 3: Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum
Planning & Building

IN RE:)
)
Piazza Navona, LLC) KETCHUM CITY COUNCIL
Lot Line Shift) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: April 3, 2023) DECISION
)
)
File Number: P20-120)

PROJECT: Piazza Navona, LLC Lot Line Shift

APPLICATION TYPE: Lot Line Shift (Readjustment of Lot Lines)

FILE NUMBER: P20-120

OWNER: Piazza Navona, LLC

REPRESENTATIVE: Bruce Smith, Alpine Enterprises Inc.

REQUEST: Combine Lots 3 and 4 within Block 13 of Ketchum Townsite

LOCATION: 731 Warm Springs Road & 271 E 7th Street (Lot 3 and Lot 4, Block 13, Ketchum Townsite)

NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on March 15, 2023. The public hearing notice was published in the Idaho Mountain Express on March 15, 2023.

ZONING: Community Core – Mixed Use Subdistrict (CC-2) Zoning District

Findings Regarding Application Filed

This Lot Line Shift application, submitted by Alpine Enterprises Inc. on behalf of property owner Piazza Navona, LLC proposes to combine Lots 3 and 4 with Block 13 of the original Ketchum Townsite. The lots are both located within the City’s Community Core – Mixed Use Subdistrict (CC-2) Zoning District. Lot 3 is located at 731 Warm Springs Road and is developed with an existing nonconforming single-family home that was built in 1941. Lot 4 is located at 271 E 7th Street and is developed with a commercial structure that was built in 1932, which is currently utilized as a restaurant (Cookbook). No development plans for the lots have been submitted or discussed with city staff as of this date. The consolidation of lots will result in Lot 4A with an area of 10,995 square feet. The proposed lot consolidation will meet lot size, lot width requirements along with the requirements specified in Ketchum Municipal Code’s Subdivision (Title 16) regulations.

Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) Lot 4A, Block 13, Ketchum Townsite complies with the dimensional standards required

for properties located within the Community Core – Mixed Use Subdistrict (CC-2) Zoning District, and (2) the proposal does not create additional lots or dwelling units.

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, 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 create additional lots or dwelling units (KMC §16.04.020).

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the City. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable to the subject project as the application proposes to expand the building envelope. As conditioned, the proposed Ketchum Townsite: Block 13: Lot 4A subdivision plat meets the standards for Readjustment of Lot Lines under Title 16 of the Ketchum Municipal Code.

Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements			
Compliant			Standards and Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K</p> <p>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 eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. 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 title 50, chapter 13, Idaho Code, and also shall include the following:</p> <p>Council Findings <i>The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.1</p> <p>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</p> <p>Council Findings <i>As shown on Sheet 1 of the plat, the point of beginning is tied to two survey corners.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.2</p> <p>Location and description of monuments.</p> <p><i>The location and description of monuments are indicated on Sheet 1 of the plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.3</p> <p>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 final 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.</p> <p>Council Findings <i>The plat indicates property lines and the centerline of Warm Springs Road and 7th Street.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.4</p> <p>Names and locations of all adjoining subdivisions.</p> <p>Council Findings <i>The plat lists the adjacent lots within the Ketchum Townsite to the west and south.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			Council Findings	<i>The plat indicates the Warm Springs Road and 7th Street public rights-of-way.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			Council Findings	<i>No easements exist on the plat and no new easements are required on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			Council Findings	<i>The plat is part of the Ketchum original townsite and the block labeling remains unchanged.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			Council Findings	<i>N/A as no new dedication is being proposed or required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			Council Findings	<i>As shown on Sheet 1, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>As shown on Sheet 1, the plat includes a scale, north arrow, and date.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			Council Findings	<i>This standard has been met. Warm Springs Road and 7th Street are indicated on the subdivision plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate 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.
			Council Findings	<i>This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			Council Findings	<i>This standard has been met. A title report was submitted by Stewart Title Guaranty Company on August 24, 2020, for both properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			Council Findings	<i>N/A. This standard is not applicable as no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			Council Findings	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the lot consolidation.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be

				<p>reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Council Findings	<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).
			Council Findings	<i>Standard #1 has been met. Lot 4A complies with the dimensional standards required for lots within the CC-2 Zone. Standards #2-6 are not applicable</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.

			Council Findings	<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider; 17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement; 18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;

			<p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			<p>Council Findings</p> <p><i>This standard is not applicable. This proposal does not create new street, private road, or bridge.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I</p> <p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<p>Council Findings</p> <p><i>This standard is not applicable as no new alleys are being created.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.J</p> <p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements</p>

				<p>within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			Council Findings	<i>No easements are required to be shown on the plat. The project does not create a new private street. The property is not adjacent to Warm Springs Creek or located within the floodplain or riparian area.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			Council Findings	<i>This standard is not applicable as no new subdivision is being created.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			Council Findings	<i>This standard is not applicable as no new subdivision is being created.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			Council Findings	<i>This standard is not applicable as no new subdivision is being created. The lot is not adjoining to any incompatible uses or features.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.

			<p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<p>Council Findings</p> <p><i>This standard is not applicable as no new subdivision is being created. No grading is proposed or required.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.O</p> <p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<p>Council Findings</p> <p><i>This standard is not applicable as no new subdivision is being created. No changes are proposed or required to the drainage of the existing lot.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.P</p> <p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<p>Council Findings</p> <p><i>This standard is not applicable as no new subdivision is being created.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.Q</p> <p>Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			<p>Council Findings</p> <p><i>This standard is not applicable as no off-site improvements are required for the application</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Council Findings	<i>This standard is not applicable as the subject property is not within the Avalanche Zone District or Mountain Overlay Zone District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Council Findings	<i>This standard is not applicable as no changes to existing features on the property are proposed.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the Piazza Navona, LLC Lot Line Shift Application this Monday, April 3rd, 2023, subject to the following conditions:

CONDITIONS OF APPROVAL

1. Prior to recordation of the Final Plat, the mylar shall include a signature block page(s) that shall include all applicable signatures as outlined in KMC Section 16.04.030.K and certification by the Ketchum City Planner and the Project Engineer.
2. The Final Plat shall be filed with the Blaine County Recorder within one (1) year after Final Plat approval by the Council. Failure to file such within that time shall cause all approvals of the Final Plat to be null and void.

Findings of Fact **adopted** this 3rd day of April 2023

Neil Bradshaw, Mayor



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: April 3, 2023 Staff Member/Dept: Carissa Connelly / Housing Department

Agenda Item: Funding Allocation Criteria

Recommended Motion:

"I move to adopt funding allocation criteria for mechanisms that create and preserve long-term housing"

Reasons for Recommendation:

- provide a framework for staff & Council to evaluate large funding opportunities
- provide 3rd parties with metrics being used by city to evaluate large funding requests
-

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

Goal 4: Expand + Leverage Resources
Action 1: Create criteria for allocation of city funds, including alignment with this Plan, other City plans, and apportionment based on projected need by area median income.

During the development of the year 1 Housing Action Plan, community members and local stakeholders requested the use of funding allocation criteria: These criteria would

- (a) provide a framework for staff & Council to evaluate funding opportunities and
- (b) provide 3rd parties with metrics being used by city to evaluate funding requests.

Staff held a focus group to sort through draft criteria on February 23rd. There was some disagreement on the value of such criteria – particularly with a small budget, but overall participants expressed support. Other participants believe criteria should only be applied to large scale developments.

Some Focus Group participants recommended apportioning funding between the two categories. Staff do not yet know what, if any, of this second category – including staffing and operations – could be funded by the general fund nor the outcome of the Local Option Tax election. In-lieu funds are committed up to 2025. Given these variables and that budgets and the Housing Action Plan are revised annually, staff do not recommend apportioning funds at this time.

Staff recommends two categories for funding: (1) for long-term mechanisms that convert, preserve, or develop new deed-restrict units and (2) short-term interventions, programs, services, and emergency

resources.

1. mechanisms that create and preserve long-term housing

Actions in this area are primarily from Goal 1: Create and Preserve Housing. Year 1 actions include

- supporting Bluebird Village
- developing a new housing construction pipeline on publicly owned and private lots
- identifying and prioritizing sites for preservation
- increasing the number of occupied accessory dwelling units
- facilitating homeownership
- incentivizing long-term rentals

Since this funding category is the most expensive, and would be the bulk of funding, funding allocation criteria is proposed below. The proposed criteria were developed from community-determined goals identified in the Housing Action Plan and Comprehensive Plan.

<p>1. meets identified need <i>interventions address a range of needs, preferences, and timing</i></p> <ul style="list-style-type: none"> i. by income level & affordability (HAP) ii. variety of housing types & bedroom sizes (Comp. Plan) iii. variety of tools to participate (HAP) iv. in community core, mixed-use, and neighborhoods (Comp. Plan) v. for all community members, including aging and special populations (Comp. Plan) 	<p>40 points</p>
<p>2. effective use of funding <i>investment is needed and effective in housing or stabilizing local households</i></p> <ul style="list-style-type: none"> i. # of households housed or stabilized (HAP) ii. leverages other public and private capital, including philanthropic and employer funds (HAP) iii. demonstrable funding gap 	<p>30 points</p>
<p>4. team experience <i>developer or provider has ample & relevant experience & skills for intervention</i></p>	<p>15 points</p>
<p>5. sustainable building & energy efficiency (Comp. Plan) new construction & rehab only <i>NGBS, LEED Silver, or equivalent + rooftop solar and other sustainable systems</i></p>	<p>15 points</p>
<p>local solutions & partnerships (HAP + Comp. Plan) <i>intervention is tailored to local context and includes local team members</i></p>	<p>tie breaker</p>

Discussion:

For the local solutions & partnerships metric, Focus Group feedback ranged from greater weighting for more importance to using it as a tie breaker. The latter reasoning is that the community wants the best product possible regardless of who does it – but if all else is equal, then the team that is local or uses local partnerships should be prioritized.

Other Focus Group feedback included decreasing the weight of sustainable building and energy efficiency and only housing people who work locally.

2. short-term interventions, programs, services, and emergency resources

Funding in this category would be for the remaining goal areas, but primarily for Goal 3: Expand + Improve Services to Create Housing Stability and Goal 5: Inform, Engage, + Collaborate, which includes staffing and operations.

Actions in this area vary drastically amongst themselves and with the first category. Examples include the landlord-tenant mediation program, updating the housing needs assessment, and rental assistance. Given such variation and smaller-scale investments, staff do not recommend allocation criteria for this category.

Sustainability Impact:

Ability to house employees and community participants locally decreases commuter vehicular trips.

Financial Impact:

None	
------	--

Attachments:

- | |
|-----------------------------|
| 1. Focus group presentation |
| 2. |
| 3. |

**if you haven't already, please fill
out the perception survey**

HOUSING MATTERS

Focus Group

February 23, 2023



PURPOSE & GOALS

12 PM

**OWNERSHIP + PRESERVATION
PROGRAM**

12:10 PM

FUNDING ALLOCATION CRITERIA

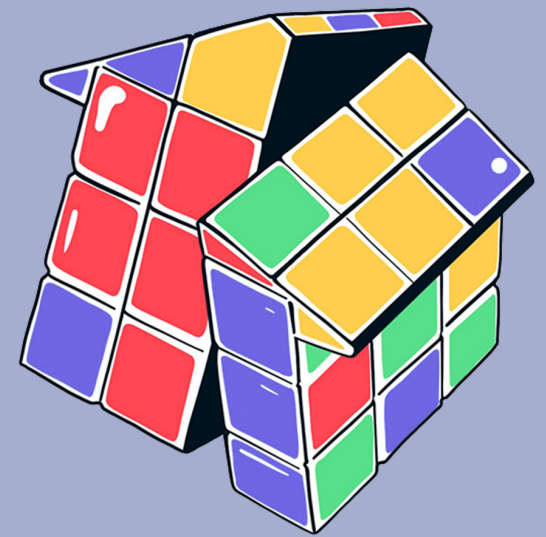
12:40 PM

FUNDING TOOLS & COLLABORATION

1:10 PM

ADJOURN

1:30 PM



PURPOSE & GOALS

12 PM

**OWNERSHIP + PRESERVATION
PROGRAM**

12:10 PM

FUNDING ALLOCATION CRITERIA

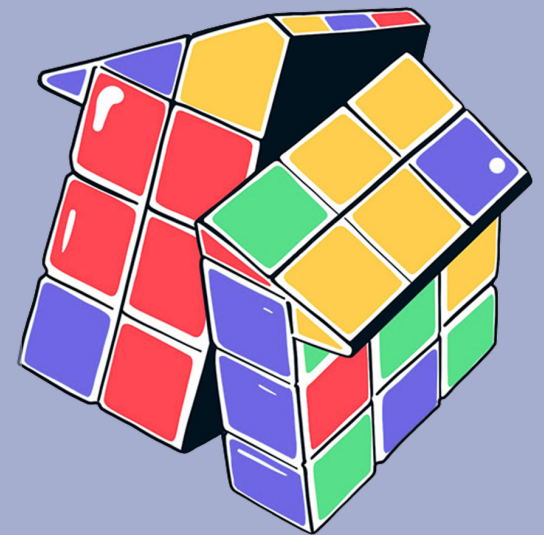
12:40 PM

FUNDING TOOLS & COLLABORATION

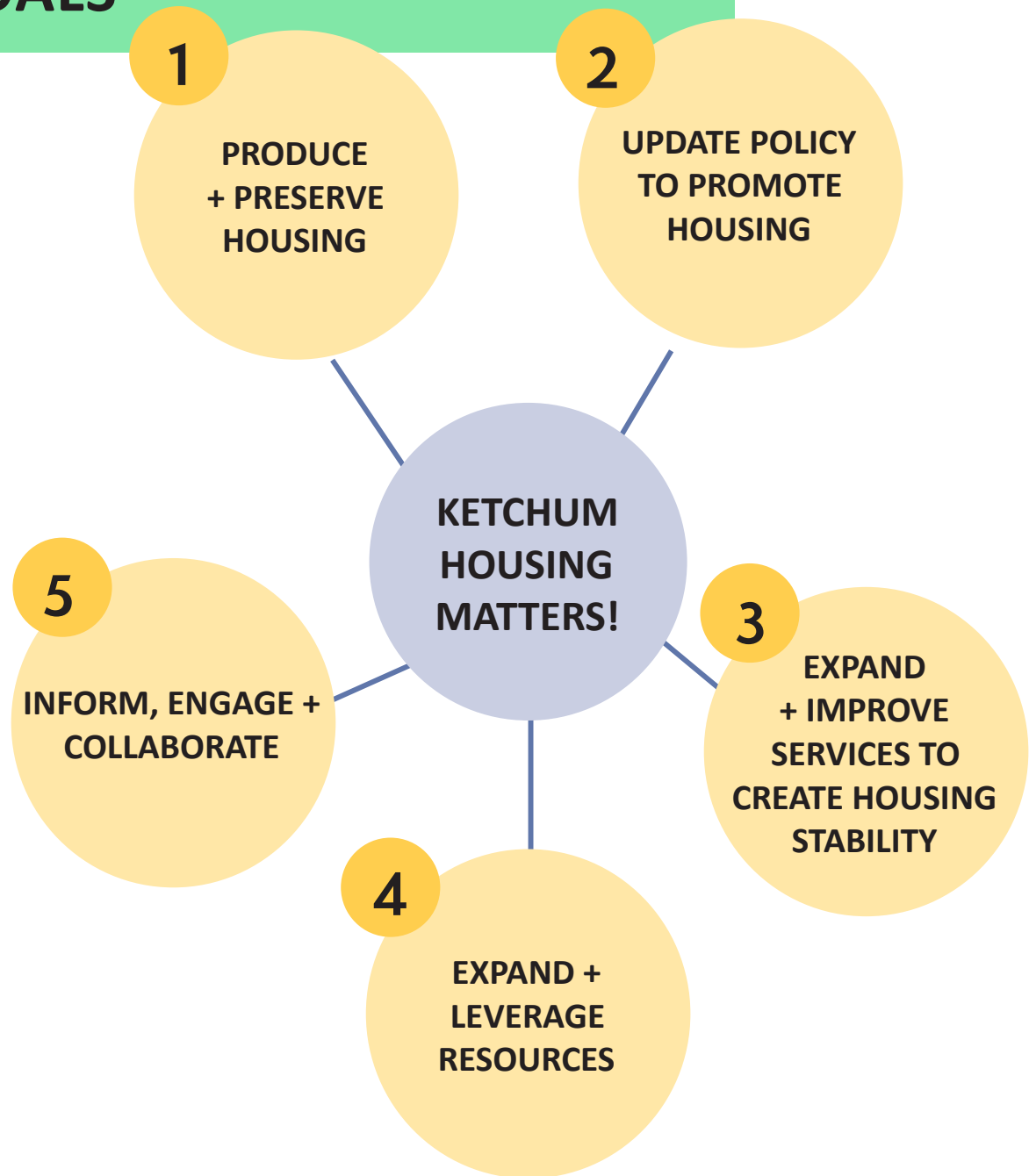
1:10 PM

ADJOURN

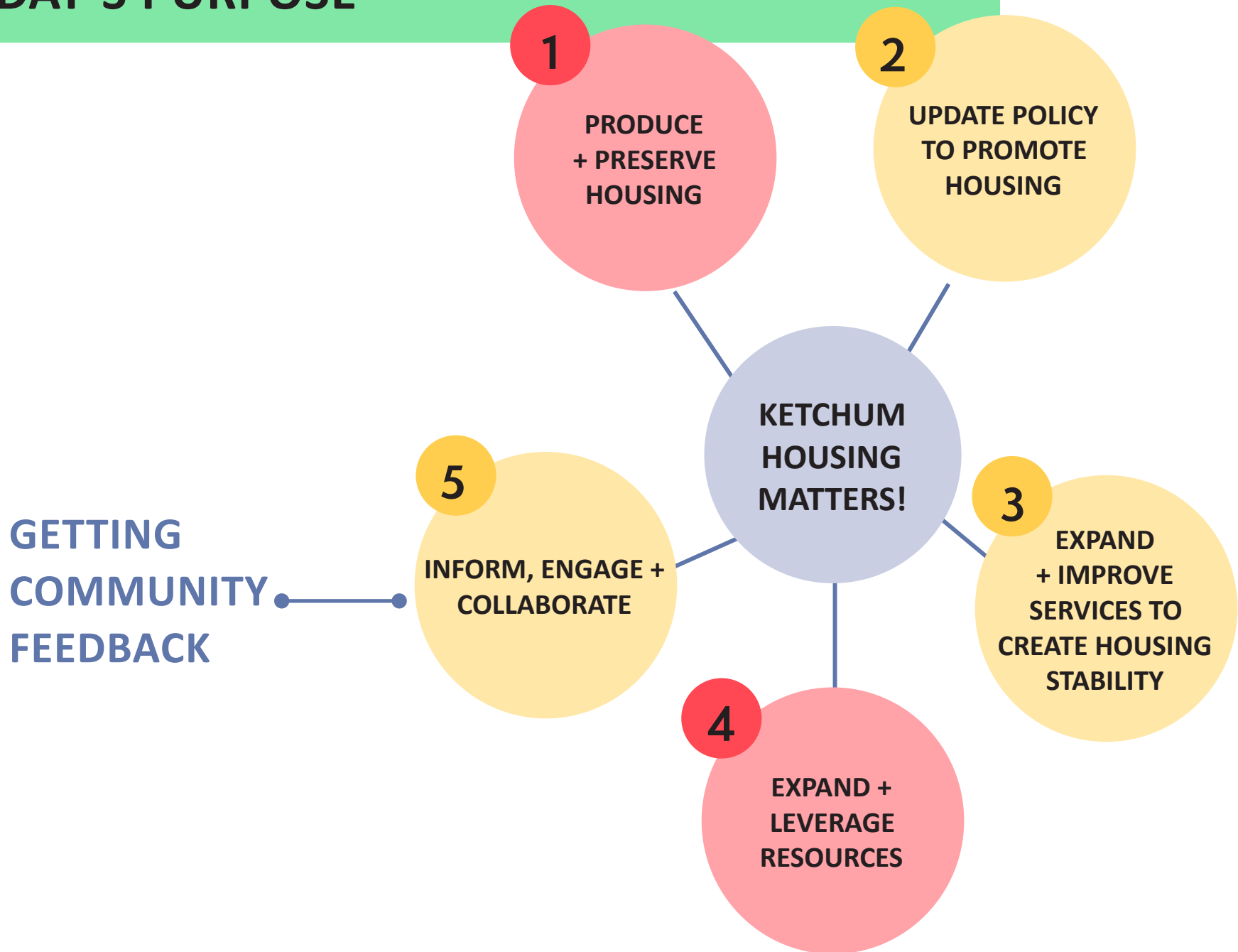
1:30 PM



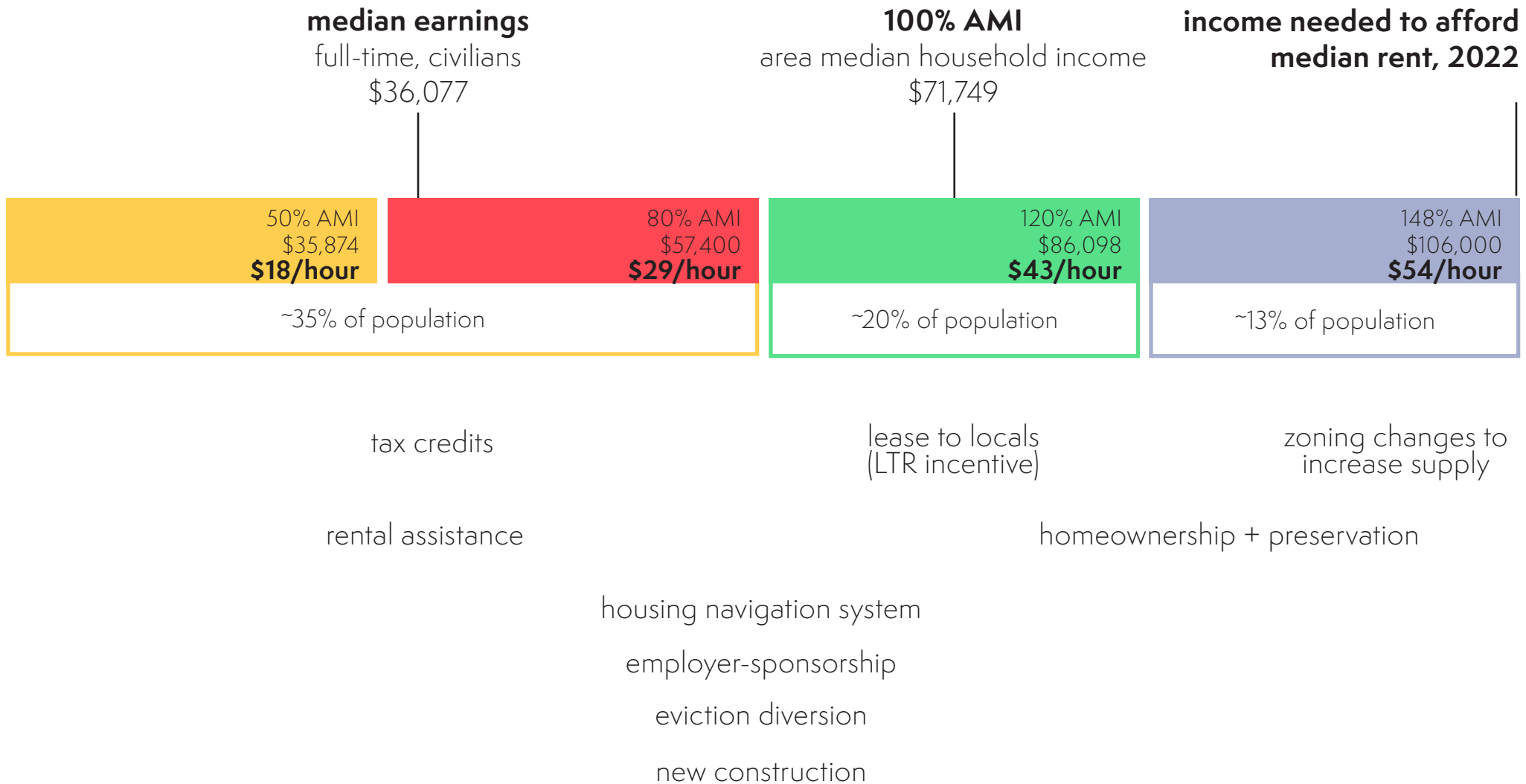
COMPREHENSIVE GOALS



TODAY'S PURPOSE



ACTIONS ARE CROSS-SECTIONAL AND LAYERED



1

**PRODUCE
+ PRESERVE
HOUSING**

10-YEAR HOUSING NEED IN KETCHUM

converted, preserved, + new

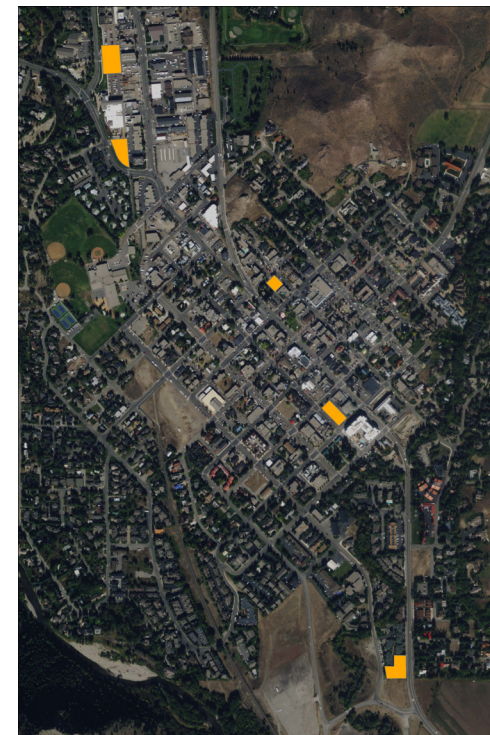


*primarily unstably housed and
unhoused community members*

1

PRODUCE + PRESERVE HOUSING

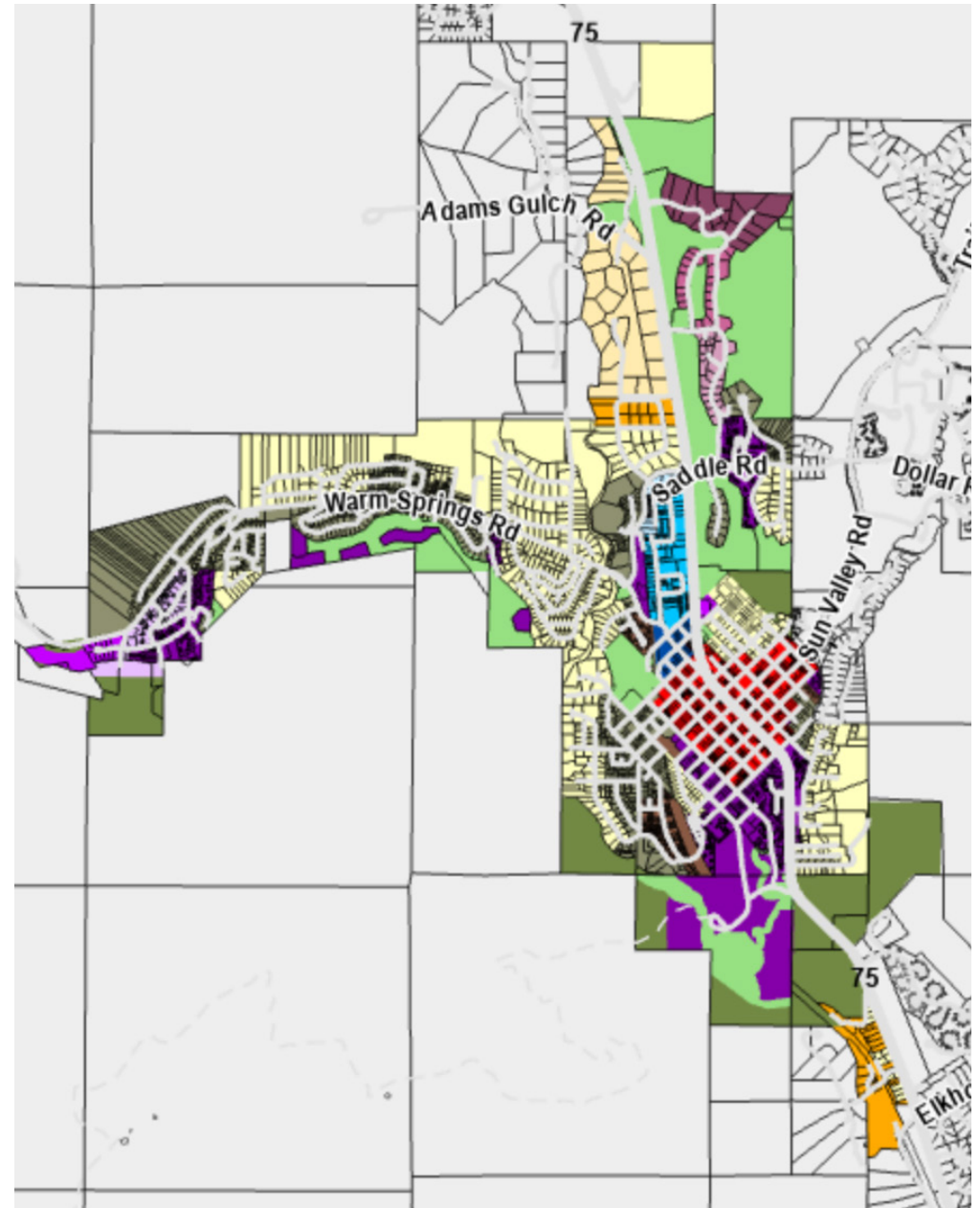
- Incentivizing conversion to long-term rental
- incentives to develop and occupy ADUs
- Incentivizing new construction
 - determining development order of publicly-owned land
 - 1st and Washington (~64 mixed-income units)
 - other significant land owners



2

UPDATE POLICY TO PROMOTE HOUSING

enacted interim ordinance to increase housing supply

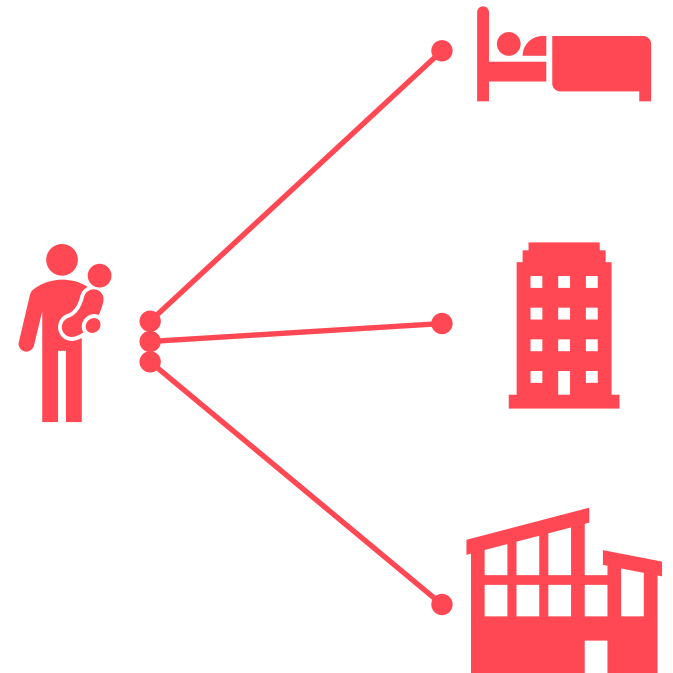


3

EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY

- **eviction diversion**
 - landlord-tenant mediation
 - emergency rental assistance

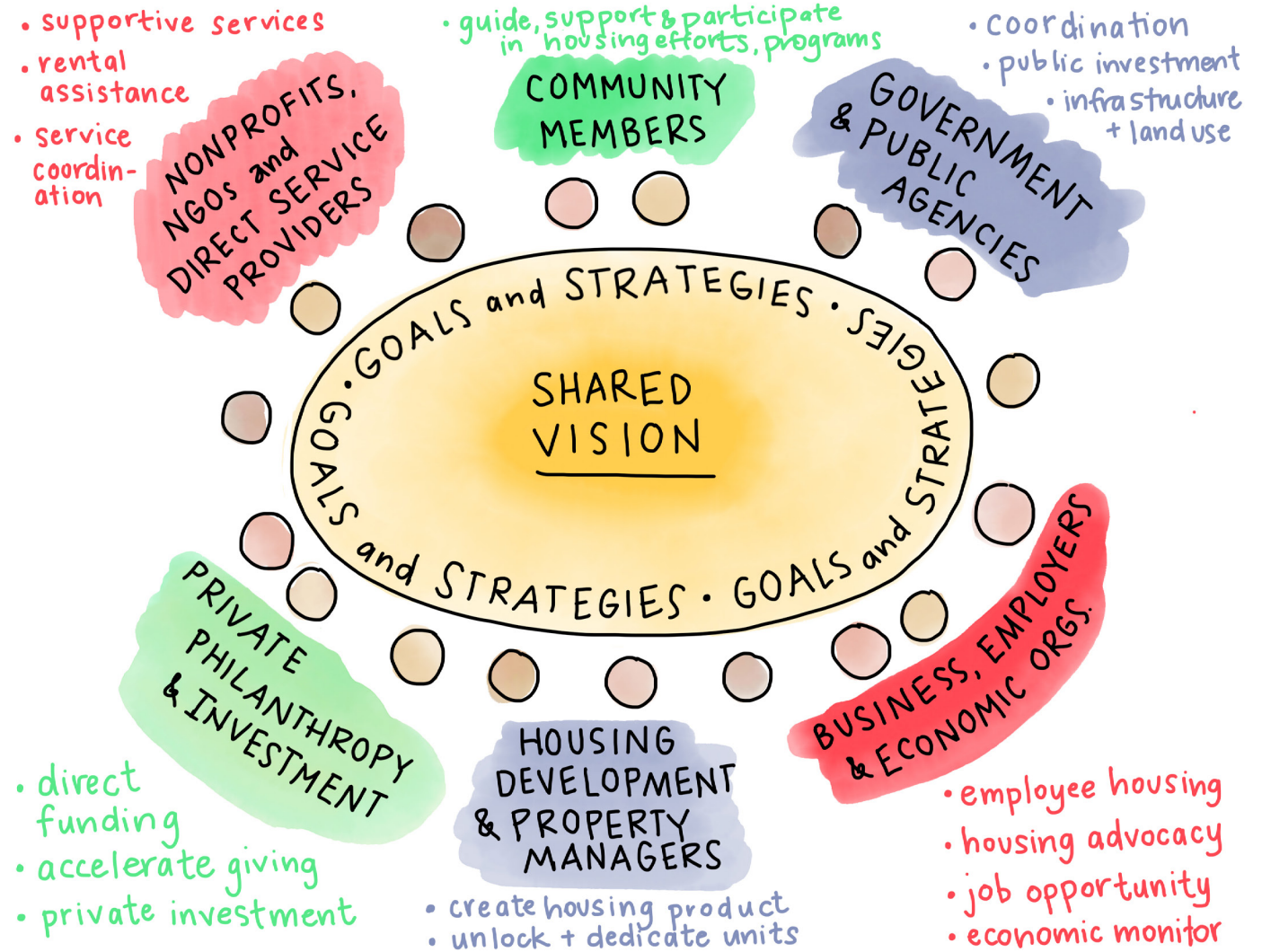
- **housing navigation system / one-stop-shop**



5

INFORM, ENGAGE + COLLABORATE

● a community plan



5

**INFORM,
ENGAGE +
COLLABORATE**

● **coordination, tracking, & accountability timeline**

**Public Engagement
Council Review**

annually

OUTPUT: updated Housing Action Plan, & Budget

Implementation Partner meeting

quarterly

OUTPUT: Scorecard

**Council Update
Public Update**

monthly

OUTPUT: Presentation + Newsletter

PURPOSE & GOALS

12 PM

**OWNERSHIP + PRESERVATION
PROGRAM**

12:10 PM

FUNDING ALLOCATION CRITERIA

12:40 PM

FUNDING TOOLS & COLLABORATION

1:10 PM

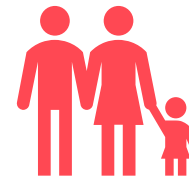
ADJOURN

1:30 PM



■ **ACTION: PATHWAY TO OWNERSHIP**

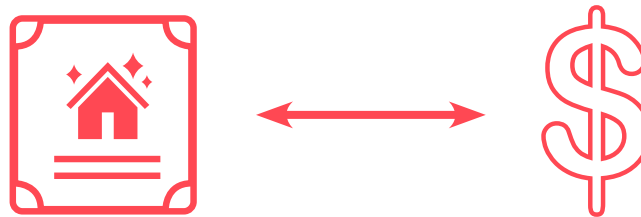
Identify **deed restriction** and **down payment assistance** feasibility and program options. Explore deed restrictions, tax abatement, cash equivalent, rehab assistance, and cooperative/co-ownership opportunities.



WHAT IS AN OWNERSHIP + PRESERVATION PROGRAM

■ Program Overview

- Cash incentives to homeowners in exchange for recording a deed-restriction on their property



■ Deed-Restriction

- Long-term covenant that runs with the land that can restrict occupancy, ownership, and resale
- Explicit or de facto affordability + local occupancy

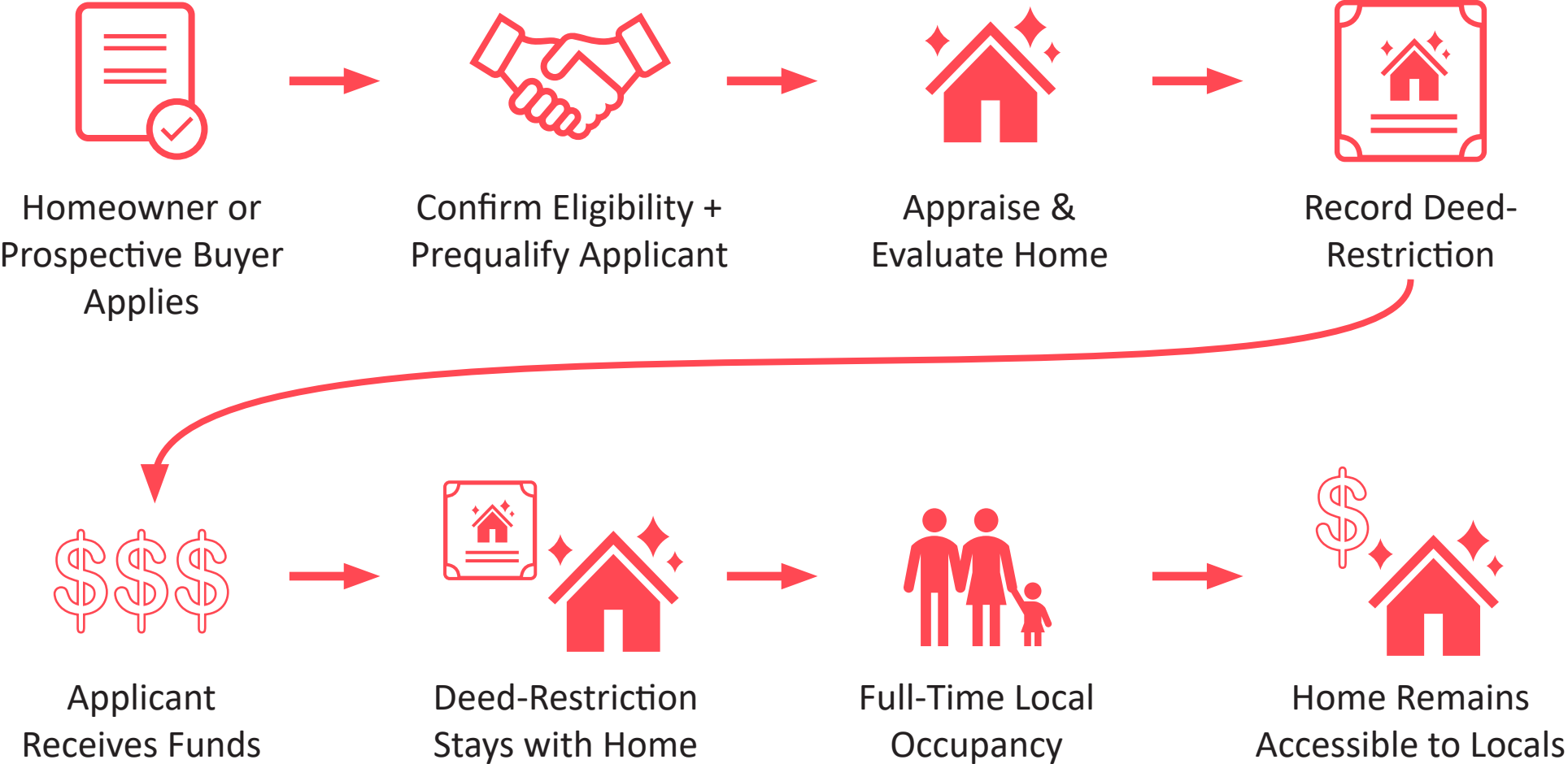
■ Goals

- Prevent housing leakage
- Preserve supply of housing for locals
- Homeownership assistance for new buyers
- Financial assistance for existing homeowners

COMMON IN PEER COMMUNITIES

- Summit County & Breckenridge (Housing Helps)
- Vail (Vail InDEED)
- Teton County & Jackson, WY (Preservation Program)
- Truckee (Home Access Program)
- Placer County (Workforce Housing Preservation Program)
- Mountain Village (YES Incentive Program)
- Big Sky Community Housing Trust (GOOD DEEDS)
- Park City (Live Park City)
- And more..

HOW IT WORKS



COMPARABLE PROGRAMS' CRITERIA

- **Peer programs focus on “locals” and “workforce” deed-restrictions (~120% AMI and up)**
 - Full-time local employment and residency
 - No asset or income cap
 - No short term rentals

- **BCHA Category L Deed-Restriction**

PROPOSED CATEGORY L DEED-RESTRICTION

■ **Local Employment**

- Full-time local employment (1,500 hrs / year)
- Exceptions for military, retirement, disability, care-providers

■ **Local Residency**

- Owner-occupied; full-time residency
- Up to 1 year rental to local; no short term rental

■ **Income**

- No income maximum
- Minimum 75% of household income earned locally

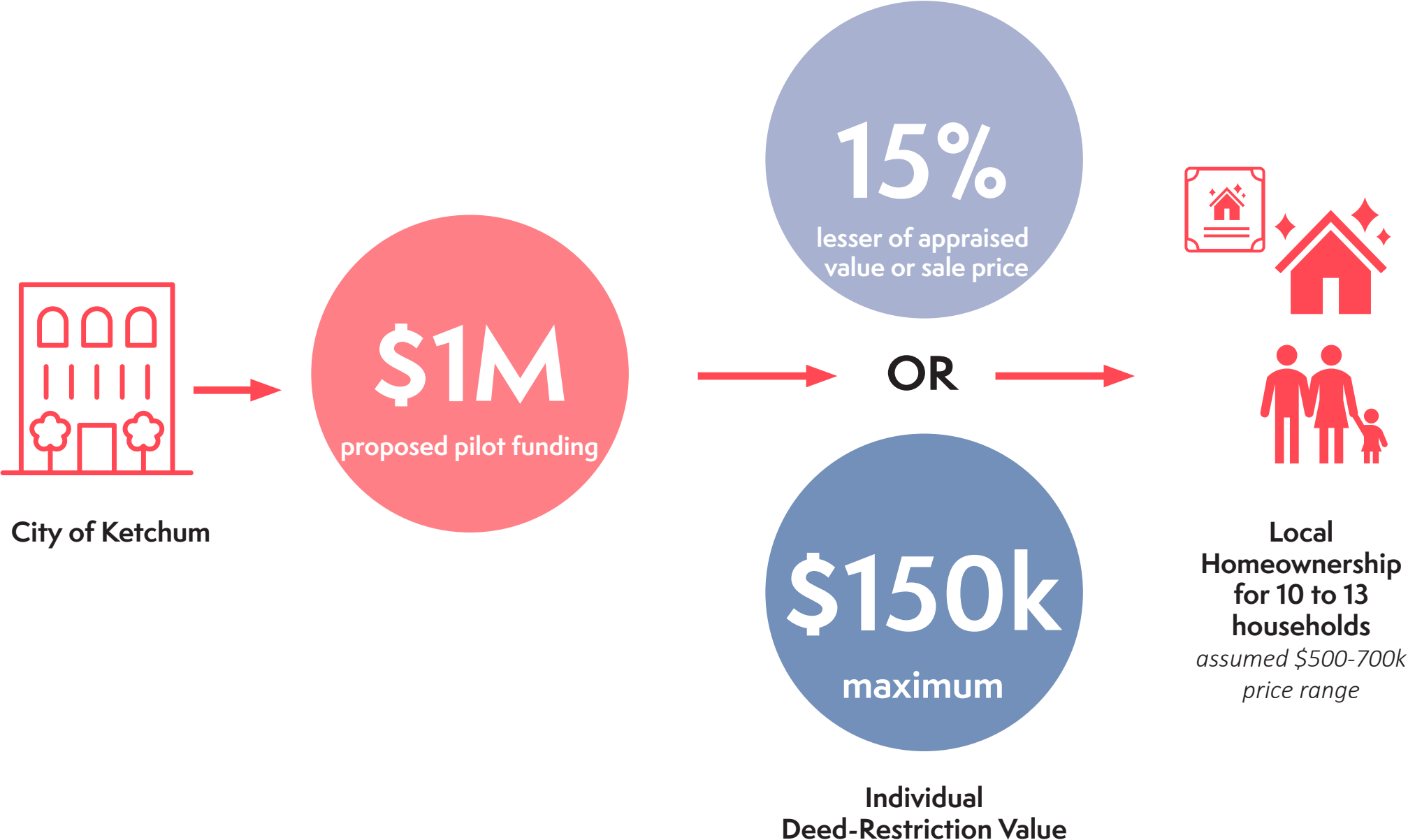
■ **Assets**

- No asset limit
- Cannot own developed residential property

■ **Appreciation**

- Tracks with cost of living (CPI)
- 3% maximum annually

PROGRAM FUNDING



ADDITIONAL PUBLIC ENGAGEMENT

■ **Lenders**

- Implementation, process
- Deed-restriction value

■ **Realtors**

- Program demand
- Deed-restriction value

■ **General Public**

- Spring: Housing Action Plan (HAP) update & Survey
- Program demand

SMALL GROUP DISCUSSIONS

TOPICS

Does our community need this?
Is there an appetite for this?

What do you like?
Any concerns?

Any specific actions we should consider?

AROUND-THE-TABLE INTRODUCTIONS

in less than 30 seconds, state the following

name

affiliation / employer, if applicable

SMALL GROUP DISCUSSIONS

TOPICS

Does our community need this?
Is there an appetite for this?

What do you like?
Any concerns?

Any specific actions we should consider?

PURPOSE & GOALS

12 PM

**OWNERSHIP + PRESERVATION
PROGRAM**

12:10 PM

FUNDING ALLOCATION CRITERIA

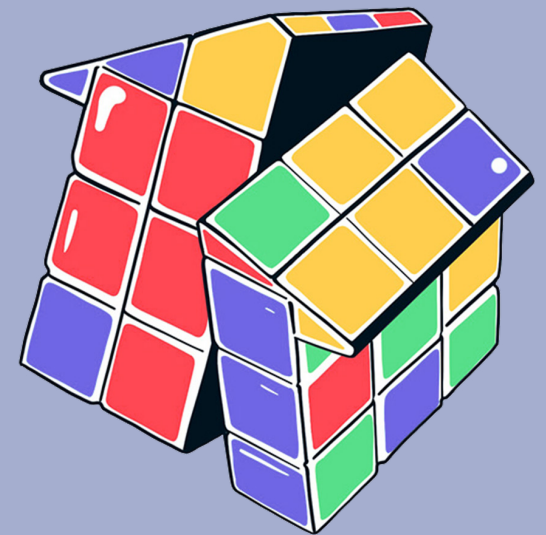
12:40 PM

FUNDING TOOLS & COLLABORATION

1:10 PM

ADJOURN

1:30 PM



4 EXPAND + LEVERAGE RESOURCES | **FUNDING ALLOCATION CRITERIA**

Action 1 | *Create criteria for allocation of city funds, including alignment with this Plan, other City plans, and apportionment based on projected need by area median income.*

Provide framework for staff & Council to evaluate funding opportunities

Provide 3rd parties with metrics being used by city to evaluate funding requests

Draft developed with community-determined goals identified in Housing Action Plan & Comprehensive Plan

PROPOSED EVALUATION CRITERIA | KETCHUM

1 | meets identified need

- a. by income level & affordability (HAP)
- b. variety of housing types & bedroom sizes (Comp. Plan)
- c. variety of tools to participate (HAP)
- d. in community core, mixed-use, and neighborhoods (Comp. Plan)
- e. for all community members, including aging and special populations (Comp. Plan)
- f. address short-, medium- and long-term needs (HAP)

2 | effective use of funding

- a. # of households housed or stabilized (HAP)
- b. leverages other public and private capital (HAP)
- c. demonstrable funding gap

3 | local solutions & partnerships (HAP + Comp. Plan)

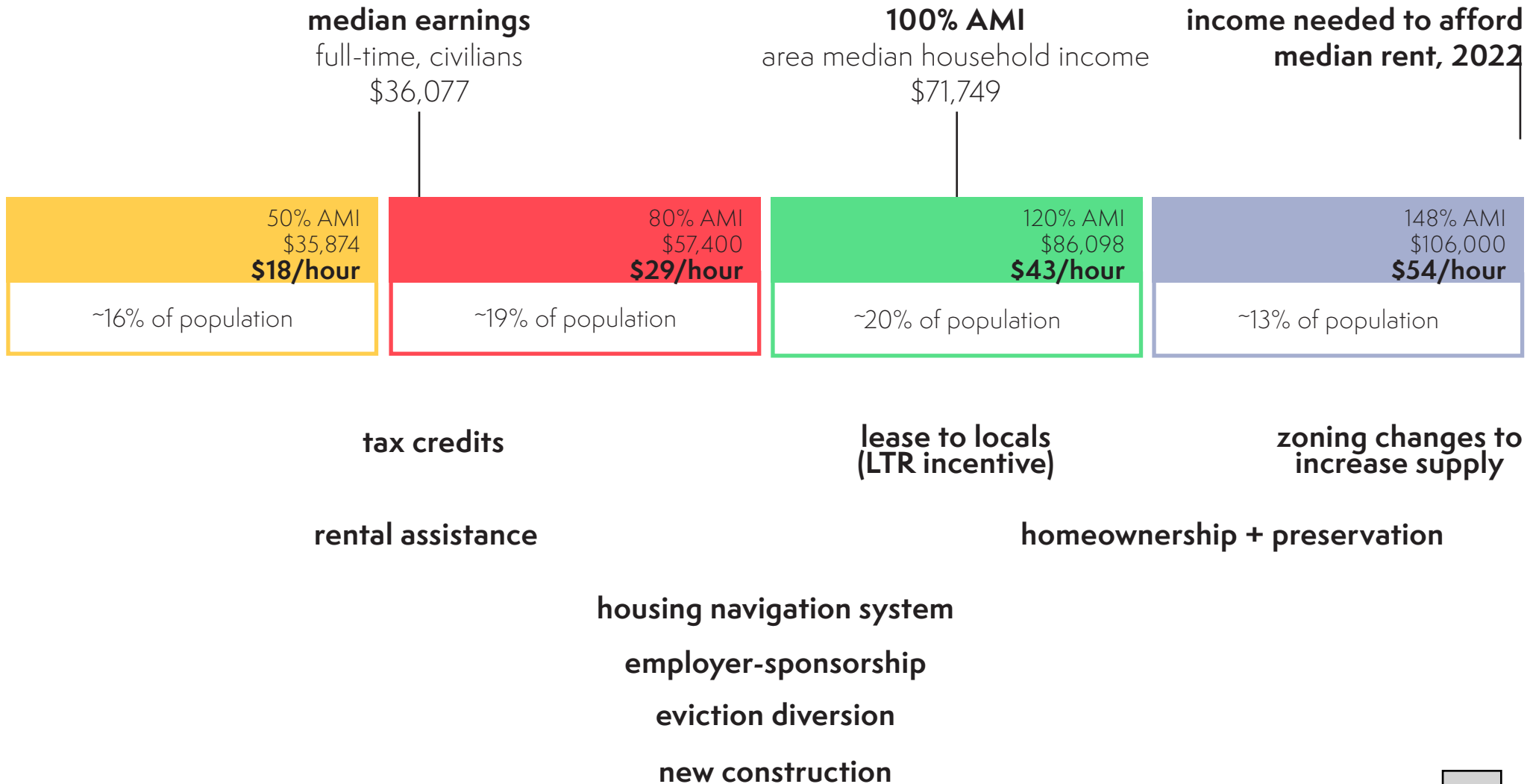
4 | team experience

5 | sustainable building & energy efficiency (Comp. Plan)

1 | meets identified need

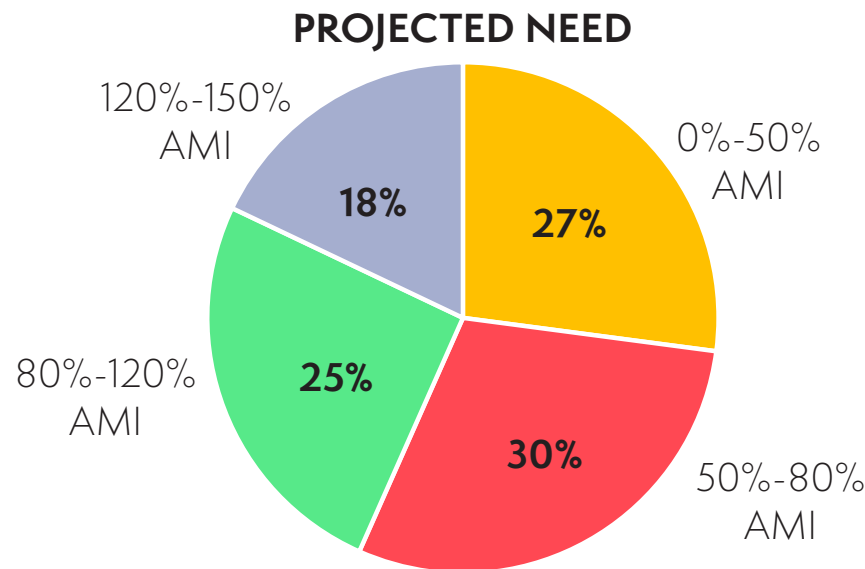
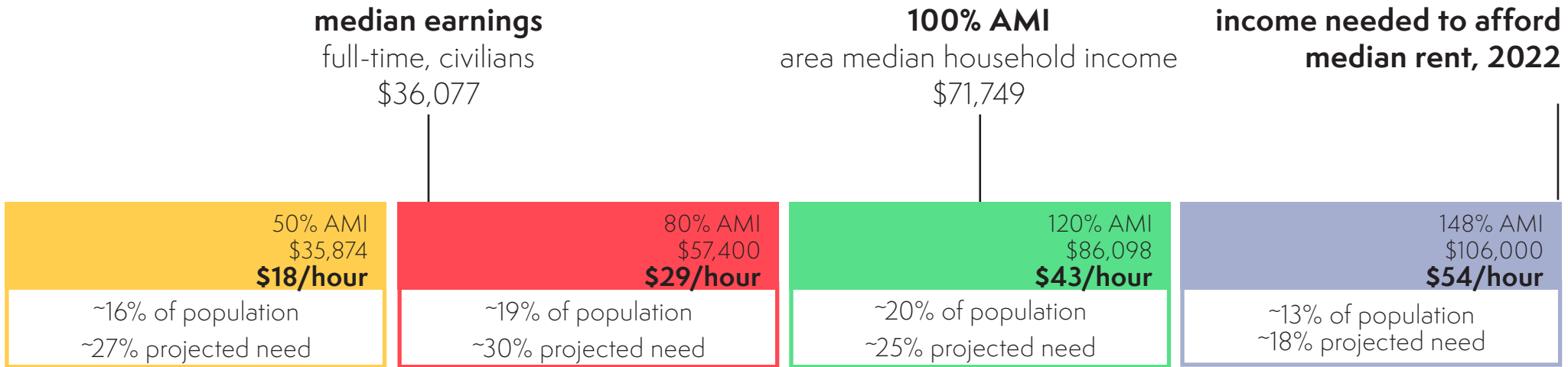
c. variety of tools to participate (HAP)

City celebrates housing across income levels, and will support and facilitate gap areas



1 | meets identified need

a. by income level & affordability (HAP)



1 | meets identified need

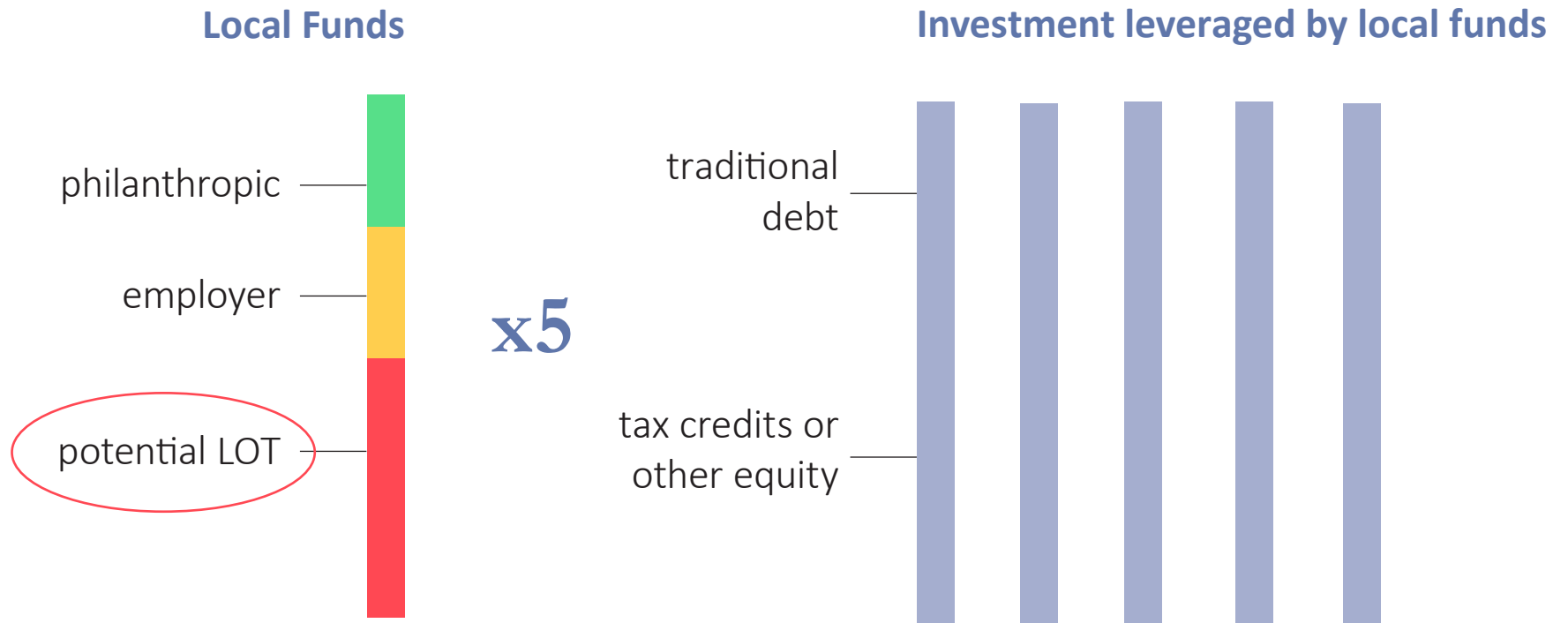
b. variety of housing types & bedroom sizes (Comp. Plan)

*POLICY H-3.1 The City should encourage the private sector, through land-use regulations and incentive programs, to **provide a mixture of housing types** with varied price ranges and densities that meet a variety of needs.*



2 | effective use of funding

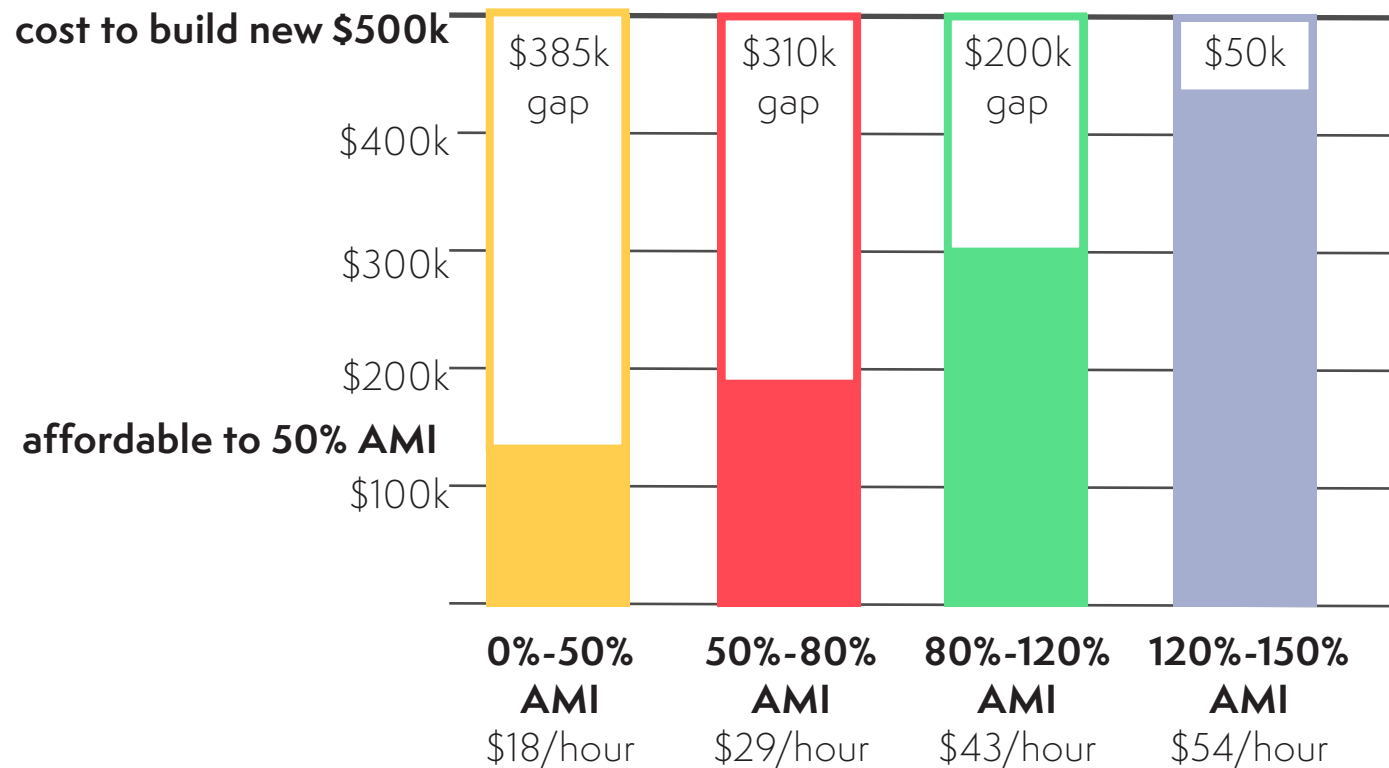
b. leverages other public and private capital (HAP)



2 | effective use of funding (HAP)

c. demonstrable funding gap

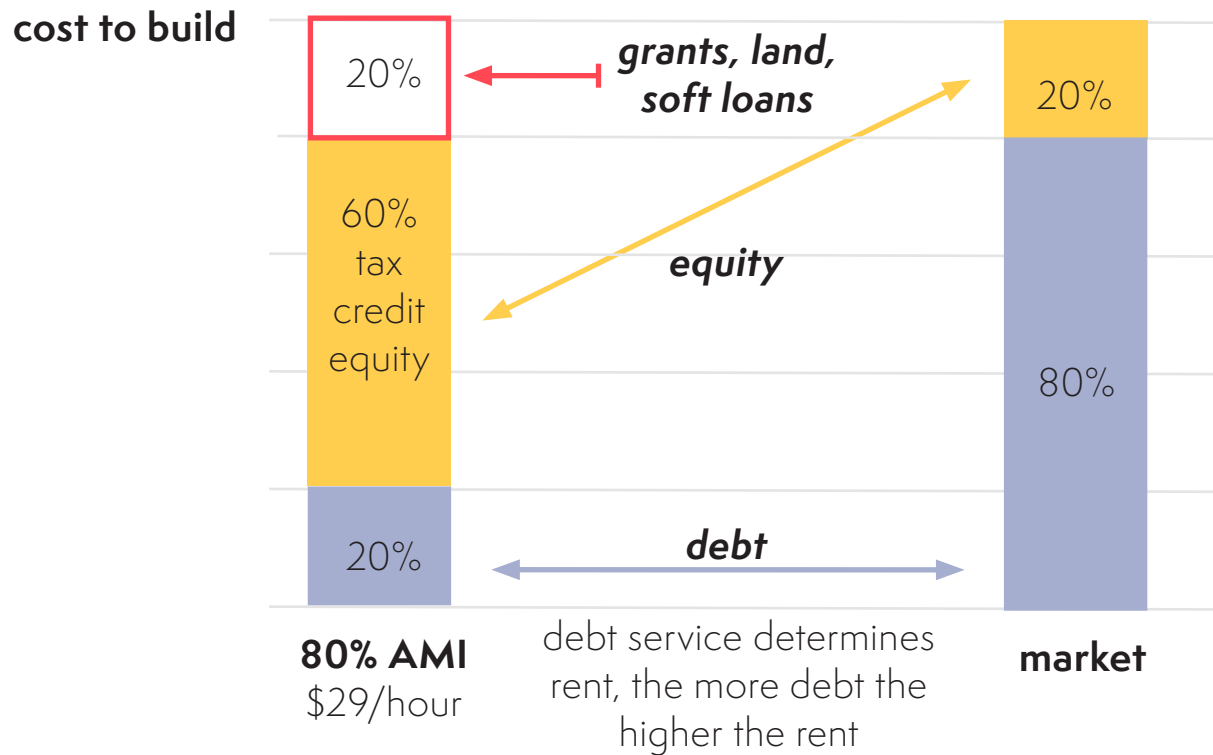
INDIVIDUAL BUYERS



2 | effective use of funding (HAP)

c. demonstrable funding gap

MULTIFAMILY RENTAL



PROPOSED EVALUATION CRITERIA VS. SCORING MATRIX

RFP scoring matrix compares apples to apples

REVIEWER NAME:	applicant 1	applicant 2	applicant 3	applicant 4	applicant 5
Previous Project Performance (70 points)					
Cross-functional team (10 pts)	41	46	41	44	41
Mixed use development experience (5 pts)	22	18	18	25	18
Low & mixed income, deed restricted housing experience (5 pts)	25	23	22	26	15
Multi-family housing experience (5 pts)	28	28	27	28	19
Land-use feasibility analysis experience (10 pts)	52	43	35	53	52
Community engagement experience (5 pts)	26	24	12	18	20
Project Presentation (20 points)					
Clear deliverables (5 pts)	25	23	14	27	23
Clear understanding of scope and goals (5 pts)	26	24	17	27	25
Amenable approach and timeframe (5 pts)	27	25	19	26	27
Professional presentation of materials (5 pts)	30	23	18	25	25
Notable Additions (5 points)					
TOTAL POINTS	302	277	223	299	265

PROPOSED EVALUATION CRITERIA | KETCHUM

comparing apples and oranges

1 | meets identified need 40 points

interventions address a range of needs, preferences, and timing

2 | effective use of funding 30 points

investment is needed and effective in housing or stabilizing local households

3 | local solutions & partnerships 10 points

intervention is tailored to local context and includes local team members

4 | team experience 10 points

developer or provider has ample & relevant experience & skills for intervention

5 | sustainable building *new construction or rehab only* 10 points

NGBS, LEED Silver, or equivalent + rooftop solar and other sustainable systems

HOW COULD THIS BE USED? RECOMMENDATIONS

Criteria as high level, informative, qualitative reasoning to guide resource allocation

Appendix would summarize data to track metrics and big picture understanding of goals

If scoring doesn't align with Council decisions, then identify needed changes in criteria

SMALL GROUP DISCUSSIONS

TOPICS

Is this needed?
Is it useful?

Are these the right metrics? Are we missing any?
Should the metrics be prioritized differently?

CHART

How should this be used?

PURPOSE & GOALS

12 PM

OWNERSHIP + PRESERVATION
PROGRAM

12:10 PM

FUNDING ALLOCATION CRITERIA

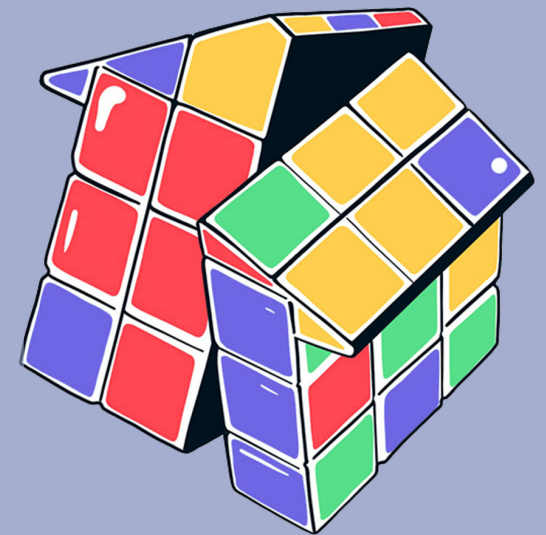
12:40 PM

FUNDING TOOLS & COLLABORATION

1:10 PM

ADJOURN

1:30 PM



4 EXPAND + LEVERAGE RESOURCES | **COORDINATION**

Action 2 | *Meet with current and potential public and private funding partners to set up a process to regularly review funding priorities and opportunities to support the Action Plan (minimum quarterly).*

Should we be coordinating funding partners to identify priorities together? Are there benefits?

If so, what would the best ways of doing that be? Is it to formalize a group that meets regularly?

How do we ensure buy-in?

Example 1 | *Some non-profits partnering to identify funding priorities for emergency and transitional housing. Partners have come together to fund and implement emergency hotel stays and a shelter in Hailey.*

Example 2 | Discuss employer-sponsored housing options with large and small local employers, including non-profits and direct service providers (action 8)

1 | updating needs assessment

- *community survey includes questions for employers and employees*
- *focus groups and engagement on preferences and specific programs*



2 | informal cocktail

- *accessible, fun gathering for open dialogue*
- *increase employers shareable knowledge*



3 | focus groups

- *Who is doing what now, lessons learned*
- *What other communities are doing*



4 | present package of engagement opportunities

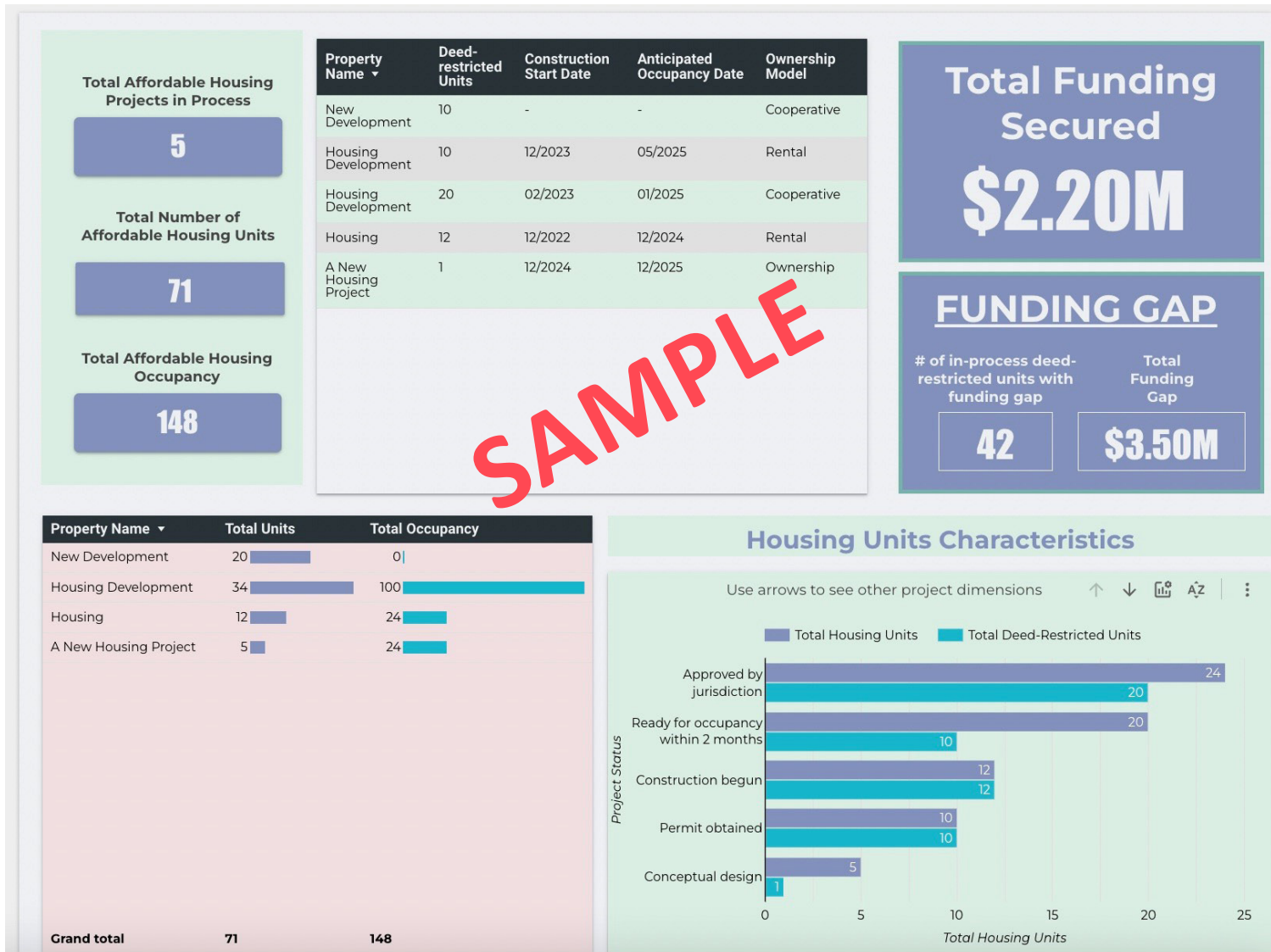
- *create package for employers on how to participate, with tiered levels for small, medium, and large employers*
- *present at events (SVED Forum, realtors quarterly meeting, Wood River Lodging Association)*



Resource for Coordination: Program & Development Survey/Index

Goal: provide consistent and transparent information & uplift opportunities to fund housing

- Survey for housing program and developments
- Populates a dashboard
- Option to build-out or link to details



SMALL GROUP DISCUSSIONS

TOPICS

Should we be coordinating funding partners to identify priorities together? Are there benefits?

If so, what would the best ways of doing that be? Is it to formalize a group that meets regularly?

How do we ensure buy-in?

THANK YOU!!!

Jade Riley,
City of Ketchum Administrator

Carissa Connelly
City of Ketchum Housing Director

Rian Rooney
City of Ketchum Housing Fellow

Carter Cox
Nested Strategies

housing@ketchumidaho.org



1 | meets identified need by income level & affordability (HAP)

TOWN OF TRUCKEE HOUSING

Mountain Housing Council 2021 Housing Needs Data



Link between AMI + Typical Housing Types in Truckee

80% AMI and below

- Tax Credit Rental Developments
- 2-4 stories
- 30+ units

80%-195% AMI

- Market rate rentals
- Market rate ownership
- Deed restricted ownership

195% AMI and above

- Market rate rentals
- Market rate ownership
- Deed restricted ownership

■ How is the restriction's value determined?

- Depends on details of restriction and home value
- Typically 10-20% for a “workforce” / “local” restriction

■ Option 1: Formula with Maximums

- Example: 15% of the appraised value, not to exceed \$100,000

■ Option 2: Evaluation and Negotiation

- Appointed advisory body negotiates with homeowner
- Consider variety of factors: unit type, location, how unit meets goals and needs of community

Program Eligibility: Deed-Restriction Terms

■ Residency and Local Employment

- Resident: Year-round (own or rent)
- Worker: Average 30 hours / week for local business
- Retiree: Provisions for retirement

■ Income

- “Locals” programs often have no limit
- Minimum % of household income earned locally
- Category-based limits (Maximum % AMI)

■ Assets

- “Locals” programs typically have no limit
- Maximum % of sale price
- Category-based limits

■ Other Property

- Some prohibit owning other residential property

Limits on Appreciation

■ Index-Based Formulas

- Inflation (CPI)
- Prime Rate / Interest Rates
- Growth in AMI

■ Income-Based (BCHA Method)

- Based on income needed to pay mortgage, fees, etc. within established income category

■ None - Market Establishes Price

- Common in peer “locals” programs
- Restriction has impact on market appreciation



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: April 3, 2023 Staff Member/Dept: Carissa Connelly / Housing Department

Agenda Item: Local Eligibility Policy for Bluebird Village

Recommended Motion:

For Blaine County eligibility requirement:
'I move to adopt local eligibility criteria for Bluebird Village'
If additional Ketchum preference is supported:
'I move to adopt Ketchum Preference Policy for Bluebird Village'

Reasons for Recommendation:

- Screening aligns with Blaine County Housing Authority criteria
Requires households to be economically active, with exceptions for long-time community members who are no longer economically active due to age or cannot be due to disability
Is supported by legal counsel who specialize in Fair Housing Law

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

Goal 1: Produce + Preserve Housing
Action 1: Continue to support Bluebird Village development.
When City Council approved the ground lease for Bluebird Village, the public requested a local preference policy. Housing Department staff are working with Blaine County Housing Authority to update their guidelines/policies, which include local eligibility criteria. Staff proposes applying a version of BCHAs policies to Bluebird Village – modified from the most recent BCHAs Community Housing Guidelines/Policies draft for clarity, formatting, and with minor adjustments. Using common criteria aligns with the goal of a housing navigation system – to ease access to housing opportunities and clarify eligibility criteria and application processes across the county.
Local Eligibility Criteria
To qualify to rent in Bluebird Village, the Applicant/Applicant Household must meet the eligibility criteria as stated below, in addition to income, asset, and other tax credit requirements:
1. At least one non-dependent member of the Applicant Household must meet one of the following criteria:
(a) Be a Full-Time Employee working in Blaine County; or
(b) Will be a Full-Time Employee working in Blaine County; or
(c) Be a Retired Person who was a Full-Time Employee in Blaine County; or

- (d) Be a Disabled Person who currently lives in Blaine County as their Primary Residence; and
- 2. The Applicant/Applicant Household occupies the home as their Primary Residence; and
- 3. No member of the Household owns developed residential real estate or a mobile home.

Definitions

- 1. Full Time Employee - A person who is self-employed or employed by one or more Blaine County employers which serve(s) Blaine County residents and physically working in Blaine County for a minimum of 1,500 hours worked per calendar year (or a minimum of 30 hours per week).
Exceptions include
 - 1. education providers; or
 - 2. breaks in employment due to temporary physical or mental disability, acting as primary caretaker of ill or disabled relative, sole guardian or single parent of child under 4 years of age, military service, extended vacation not to exceed six months every six years, or full-time education or training.
- 2. Retired Person – A person who
 - 1. was a Full-Time Employee in Blaine County, Idaho, for not less than ten (10) out of the twenty-five (25) years prior to the date of qualification; and
 - 2. was a Full-Time Employee in Blaine County for an entity that served Blaine County immediately prior to their retirement; and
 - 3. Is 65 years of age or older.
- 3. Disabled Person/Dependent - A person who meets the definition of "individual with a disability" contained in 29 U.S.C. Section 706(8), and/or as defined in the Americans with Disabilities Act of 1990.

Ketchum Preference Policy

There has also been discussion of having a Ketchum Preference Policy. This would mean that households who meet such a policy would be prioritized over households that don't. The following preference policy is a potential add-on to the eligibility criteria, which runs some risks described below.

Preference Policy:

Applicant/Applicant Households that meet the following criteria will be prioritized for Bluebird Village housing:

- 1. At least one non-dependent member of the Applicant Household must meet one of the following criteria:
 - a. Be a Full-Time Employee working in Ketchum or Ketchum's Area of City Impact; or
 - b. Will be a Full-Time Employee working in Ketchum or Ketchum's Area of City Impact; or
 - c. Be a Retired Person who was a Full-Time Employee in Ketchum or Ketchum's Area of City Impact; or
 - d. Be a Disabled Person who currently lives in Ketchum or Ketchum's Area of City Impact as their Primary Residence; or
- 2. 75% of household income is earned in Ketchum or Ketchum's area of impact from entities that

serve Blaine County residents; and

3. The Applicant/Applicant Household occupies the home as their Primary Residence; and
4. No member of the Household owns developed residential real estate or a mobile home.

Potential risks of Ketchum preference:

- If ethnicity of Ketchum workers skew more white/non-Hispanic than the rest of Blaine County then there is a potential fair housing violation if Hispanic households are disproportionately denied housing because of the policy. A data sample will be available once our housing needs assessment is updated. This data would aid in tracking compliance with the Federal Fair Housing Act.
- Unintentionally screening out key community members.
- Added administrative burden of an additional, separate check.

Sustainability Impact:

Ability to house employees and community participants locally decreases commuter vehicular trips.

Financial Impact:

None	
------	--

Attachments:

- | |
|----|
| 1. |
| 2. |
| 3. |



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: April 3, 2023 Staff Member/Dept: Paige Nied, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to review information and provide policy direction regarding snowmelt allowance within the public rights-of-way.

Recommended Motion:

No motion required. Requesting feedback on policy direction.

Reasons for Recommendation:

- Ketchum adopted Resolution 20-031 on December 21, 2020, which set a goal to achieve 100% clean energy for all energy use in the community by 2045. On January 24, 2020, the City of Ketchum adopted a Sustainability Action Plan which prioritizes goals to reduce greenhouse gas emissions and to increase the use of renewable energy technologies.
- During the September 19th, 2022, meeting, the City Council directed Staff to evaluate policy options for heated driveways for further discussion.
- Residential indoor and outdoor energy use is the largest contributor of greenhouse gas emissions in Ketchum, accounting for 50% of total emissions, according to a 2019 ICLEI (Local Governments for Sustainability) report.
- Ketchum needs to evaluate policy options that address both indoor and outdoor residential energy consumption to meet the city’s sustainability goals.
- Snowmelt systems are one of many outdoor residential energy uses that can be addressed through policy direction.

Policy Analysis and Background:

INTRODUCTION

During their meeting on September 19th, 2022, the City Council reviewed three Right-of-Way Encroachment Agreements for residential snowmelt systems that extended into the public rights-of-way from private property. Two of the Council members did not support the proposed encroachments, outlining concerns that the residential snowmelt systems do not meet the city’s sustainability goals or provide a public benefit. The City Council directed staff to evaluate the environmental impact of snowmelt systems and provide policy options for further discussion. As noted above, outdoor residential energy uses include snowmelt systems, hot tubs, pools, and spas. For this discussion, staff focuses solely on snowmelt systems. Future discussions could expand into the other residential outdoor energy uses if recommended by the Council. The purpose of this discussion is to provide the City Council with information and policy options to consider for residential snowmelt systems within the public rights-of-way.

Since the Council's directive on snowmelt systems, staff has reviewed the city's sustainability commitments, evaluated the current code requirements, discussed public benefits of snowmelt systems with city departments, reviewed other mountain town's standards regarding snowmelt systems, and developed a carbon emissions analysis to compare various snow removal techniques. In general staff has found the following:

- None of the peer communities restrict snowmelt in the rights-of-way, however many have mitigation programs to offset impacts.
- Of the three primary snow removal techniques: snowmelt systems, snow plowing, and snow blowing. The emissions produced by snowmelt systems were 21 times more than snow blowing and 14 times more than snow plowing.
- There is no significant benefit to city street maintenance operations with the allowance of snowmelt within the public rights-of-way in residential areas.
- There are public safety benefits in providing snowmelt in residential areas where driveway conditions limit access or create unsafe working conditions for emergency service personnel.
- There are public safety benefits in providing snowmelt in sidewalks in the Tourist and Community Core zone districts as these areas may have steep sidewalks and may not be cleared by adjacent property owners as required by code.

Snowmelt systems installed for downtown development projects in the Community Core Zone are in the public interest as they keep sidewalks clear of snow and ice during the winter and provide a safe pathway for pedestrians and promote active transportation. Heated sidewalks proposed for new development projects downtown must extend the snowmelt system to the curb and gutter. This extension allows the Streets Department to clearly identify the sidewalk so that they can easily avoid hitting the curb with their snow removal equipment, which helps reduce damage to sidewalk infrastructure.

Snowmelt systems installed for residential private driveways do not provide the same public benefits as snowmelt systems installed for downtown projects. Snowmelt systems reduce icy conditions on driveways and circulation areas creating a safe pathway for property owners accessing their individual homes. Thoughtful design and planning can also reduce icy conditions by siting the driveway in an area with maximum solar exposure.

Below is a detailed analysis of the information staff has gathered to inform the policy options for residential snowmelt systems. Based on the information and the findings outlined above, staff believes that to advance the city's sustainability commitments, the city should either:

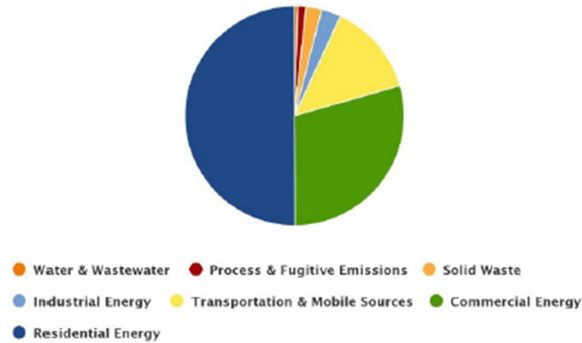
- Prohibit the use of snowmelt in public rights-of-way in residential areas unless required by the streets or fire departments to meet street standards or fire code requirements, OR
- Allow the use of snowmelt in public rights-of-way in residential areas but develop additional design requirements to increase the efficiency of the systems to reduce energy usage.

BACKGROUND

In 2018, Ketchum collaborated with other jurisdictions in the Wood River Valley and ICLEI to collect a current greenhouse gas emissions inventory. Residential energy use is the largest contributor of greenhouse gas emissions in Ketchum accounting for 50% of total emissions (see Figure 1 below for details). Greenhouse gas emissions from residential energy use is produced through the use of electricity, natural gas, and propane. Residential energy use in Ketchum produced 40,025 metric tons of carbon dioxide equivalent emissions in 2018.

Figure 1: Ketchum Community-Wide Emissions 2018

CO2e By Category



The City Council adopted the Ketchum Sustainability Action Plan on January 24, 2020, which prioritizes goals to reduce greenhouse gas emissions and to increase the use of renewable energy technologies (Attachment 1). On December 21, 2020, the City of Ketchum adopted Resolution No. 20-031 which established renewable energy goals for the community, including 100% clean energy for all energy use in the community by 2045 (Attachment 2).

The city-adopted building and energy codes regulate the efficiency of buildings but do not address exterior energy consumption. In 2015, the city adopted exterior energy conservation requirements for snowmelt systems as further discussed below.

ANALYSIS

Below is an evaluation of the Ketchum Municipal Code regulations for snowmelt systems and green building codes. Further, it examines peer mountain communities' regulation of snowmelt systems and exterior energy mitigation programs. Lastly, staff developed a carbon emissions analysis for the snow removal techniques of snowmelt systems, snow plowing, and snow blowing and provides policy options for the Council's consideration.

Current Code Standards for Snowmelt Systems

Ketchum's Zoning Regulations allow the use of snowmelt in-lieu of snow storage requirements provided certain design and construction standards are met. In February of 2021, Ketchum adopted the 2018 International Energy Conservation Code (IECC). Sections R403.9 and C403.12.2 require that snowmelt systems: (1) include automatic controls capable of shutting off the system when the pavement temperature is above 50°F and precipitation is not falling and (2) include an automatic or manual control that will shut off the system when the outdoor temperature is above 40°F. Additionally, Ketchum's green building code includes standards for snowmelt systems, which are specified in Ketchum Municipal Code 15.20.050.

Ketchum Municipal Code 15.20.050: Exterior Energy Conservation

- Prescriptive Path
 - Snowmelt Requirements
 - Insulate below and perimeter with minimum R-10 structural insulation
 - Minimum 92 percent efficiency boiler or Energy Star heat pump
 - Automated controls capable of shutting off the system when the pavement temperature is above 50 degrees Fahrenheit and no precipitation is falling and an automatic or manual control that will allow shutoff when the outdoor temperature is above 40 degrees Fahrenheit

- Positive drainage off driveway (use geofabric under pavers).
- Performance path. Provide engineered, stamped drawings by an engineer licensed in the state of Idaho, showing that the system will perform using 25 percent less energy than a standard, current energy code compliant design.

Neither the IECC nor the city’s Green Building code limits the size or restricts the use of snowmelt systems. The Fire Department requires residential snowmelt systems for nonconforming driveways, such as steep driveways with grades that exceed 10% slope or narrow driveways that do not meet the 20-foot-minimum-width for emergency service access. The snowmelt system can increase the fire protection of the home by providing a clear and unobstructed access along steeply sloped or narrow driveways for ambulances responding to emergencies.

Staff had internal discussions with all city departments and the Streets and Fire Department were in favor of retaining snowmelt within the Community Core Zone District and for properties with steeply sloped driveways but did not have other comments for residential snowmelt systems.

Mountain Towns Snowmelt System Regulations

Staff reviewed driveway snowmelt regulations in mountain towns across the west. Few of the communities specifically referenced snowmelt systems in their codes and none of the communities expressly prohibit installation of snowmelt on private property or the public rights-of-way. See the chart below for a sample of mountain towns regulations.

City	Snowmelt Regulations
McCall, Idaho	No regulations regarding snowmelt systems.
Vail, Colorado	Permits heated driveways. Any heated portion of the driveway located within the public rights-of-way must be on a separate control zone.
Mammoth Lakes, California	Permits heated driveways. Areas of heated pavement are encouraged in pedestrian corridors, stairs, ramps, or terraces at building entrances and in heavily used pedestrian paths. Heated pavement areas are exempt from snow storage requirements.
Park City, Utah	Permits heated driveways. Park City requires an encroachment permit for snowmelt systems in the public rights-of-way. The encroachment permits are reviewed and approved by the City Engineer.

Many communities also have energy mitigation programs to offset outdoor energy usage. Of Colorado, Aspen and Pitkin County adopted the first renewable energy mitigation program in 2000 and Basalt, Carbondale, Crested Butte, Eagle County, Snowmass, Telluride, and Breckenridge have implemented similar programs. Many of these programs require 100% of the outdoor energy used by snowmelt systems, pools, hot tubs, and natural-gas fire pits be offset 100% by on-site renewable energy. In Pitkin County, the total energy used by a snowmelt system is converted into kilowatt hours of electricity to determine the amount of solar photovoltaic energy needed to offset 100% of the energy used by the snowmelt system. If unable to offset through on-site renewable energy systems, fees are calculated based on the cost of installing solar photovoltaic. Fees collected through the program provide grants to local homeowners and businesses for energy efficiency and renewable energy projects. These programs provide certain exemptions, including portable spas not more than 64 square feet and snow-melted areas critical for emergency access or accessible routes.

Teton County, Wyoming has an energy mitigation program to offset the disproportionate energy consumption of large buildings as well as nonessential building elements, including exterior snowmelt systems, pools, and hot tubs. These nonessential building elements must be offset through providing on-site renewable energy or paying a fee in-lieu. The fee in-lieu for snowmelt systems, pools, and hot tubs is \$10 per square foot. Renewable energy credits are offered for the installation of photovoltaics solar systems, solar hot water systems, ground source heat pumps, super-insulated thermal envelopes, average fenestration U-factor less than 0.29, zone ductless primary heating systems, and whole house ventilation utilizing heat recovery systems.

Blaine County adopted its Exterior Renewable Energy Mitigation Program through its BUILDSMART code amendments in 2016 (Attachment 3). The program requires that 50% of the energy used for new snowmelt systems, pools, and hot tubs is subject to a fee or can choose to produce on-site renewable energy credits from installing either solar photovoltaic, solar hot water systems, or micro-hydro to offset the payment option. The payment option is based on the amount of energy required to operate the exterior energy use systems.

Carbon Dioxide Emissions Analysis of Snow Removal Techniques

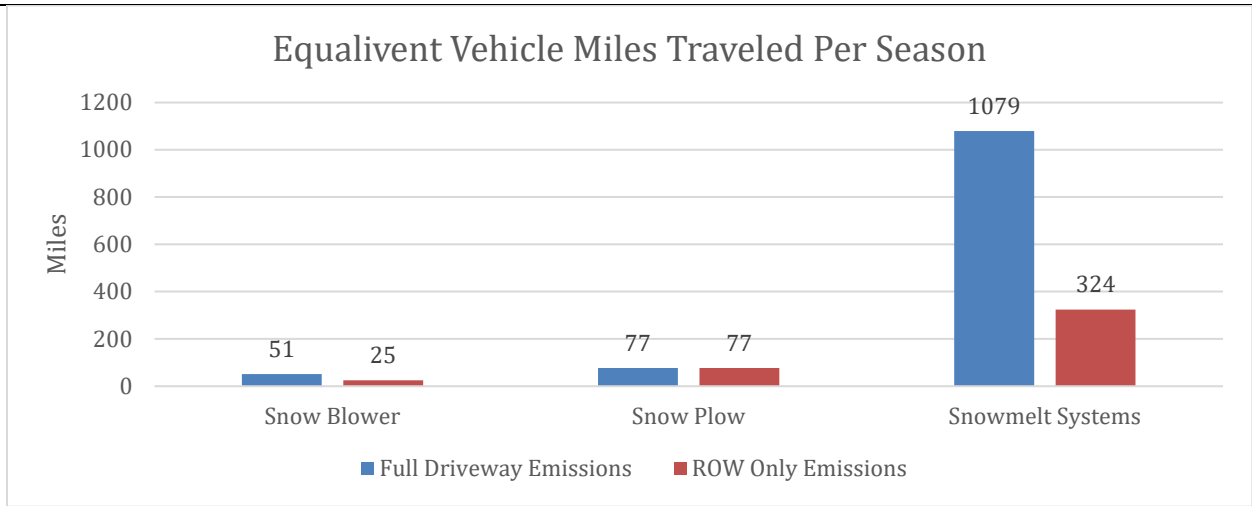
The three most common snow removal techniques in Ketchum are snowmelt systems, snow plowers and haulers, and snowblowers. Each process involves machinery that produce carbon dioxide emissions. To understand the quantity of carbon dioxide associated with each, staff developed a carbon dioxide emissions analysis which evaluates the energy usage of snow removal and subsequent emissions associated with each. Please see Attachment 4 for the methodology used to evaluate the carbon dioxide emissions of the snow removal techniques. Emissions related with each were extremely difficult to quantify due to differences in machinery for snowblowers, miles traveled, vehicles used for snow plowers/haulers, and design and materials for snowmelt systems. Further challenges arose in measuring emissions produced because of the variables associated with snowfall events, such as: snowfall amount, type of snow (wet/heavy or dry/light), and event occurrence. Staff developed averages for each technique to determine how many pounds of carbon dioxide emissions each produced per driveway (including public and private property):

Snowmelt System = 1606 lbs. of CO2 emissions

Snow Plowing Service = 115 lbs. of CO2 emissions

Snow Blower = 76 lbs. of CO2 emissions

To better understand the significance of carbon dioxide emissions produced by each snow removal technique, staff converted the pounds of CO2 to its vehicle miles traveled equivalent. Vehicle miles traveled is a commonly understood measurement that will help illustrate emissions produced from snow removal of each technique. In general, the portion of driveways within the public rights-of-way is less than the portion on the private property. For comparison, the table below shows vehicle miles traveled for a full driveway length (including both public and private property) and vehicle emissions from only the public rights-of-way portion of the driveway.



Policy Options for City Council Consideration

Based on the information and the findings outlined above, staff believes that to advance the city’s sustainability commitments, the city should either:

- Prohibit the use of snowmelt in public rights-of-way in residential areas unless required by the streets or fire departments to meet street standards or fire code requirements, OR
- Allow the use of snowmelt in public rights-of-way in residential areas but develop additional design requirements to increase the efficiency of the systems to reduce energy usage.

The policy recommendations above are specific to snowmelt within the public rights-of-way in residential areas. If the council has a desire to pursue additional restrictions on snowmelt systems or other outdoor energy uses, staff recommends these discussions be held in conjunction with the city’s rewrite of the land use regulations.

Sustainability Impact:

Ketchum needs to evaluate policy options that address both indoor and outdoor residential energy consumption to meet the city’s sustainability goals.

Financial Impact:

None	There is no financial requirement from the city for this action at this time.
------	---

Attachments:

1. Ketchum Sustainability Action Plan 2020
2. City of Ketchum Resolution No. 20-031
3. Blaine County, Idaho Code: Chapter 6 BUILDSMART amendments: 7-6-6 Appendix A, Exterior Renewable Energy Mitigation Program
4. Snow Removal Carbon Emissions Analysis



City of Ketchum

Attachment 1: Ketchum Sustainability Action Plan 2020

Ketchum Sustainability Action Plan – 2020

Leading by Example in Environmental Stewardship and Conservation



The City of Ketchum developed a comprehensive sustainability plan to **lead by example** in their own operations, inspire the community and outline long-term targets towards a resilient future. Annual action plans will be developed to outline steps to be taken towards these targets.

The City strives to be vibrant, connected, sustainable and safe. **Sustainability is essential to the vitality and resilience of our community.** To achieve greater resilience, the City is focusing efforts in three categories: **energy, water and waste.**

The Ketchum Sustainability Advisory Committee (KSAC) is providing guidance for this initiative. Members of KSAC include Rebecca Bundy, Courtney Hamilton, Betsy Mizell and Scott Lewis. And, Katrin Sharp will be the staff liaison for this initiative.

The City has set sustainability goals, engaged stakeholders, established benchmarking to track performance, researched best practices and trends, and analyzed policies to develop a near-term and long-term sustainability strategy based on the professional advice of Sharon Grant, Eco Edge.

In addition, the City is committed to **transparency** and will report on performance related to sustainability goals to staff and the community via the City website and the “Word on the Street” newsletter as well as maximize communication through utility bills.

The 2020 Sustainability Plan is based on prioritizing goals due to limited funding and resources. Priority level 1 goals are most important to accomplish. Priority level 2 actions are nice to accomplish if there are remaining resources. Priority level 3 and 4 actions are dependent upon outside or additional funding. The actions are divided into three categories: energy, water and waste. And, there are additional “general” actions, which are outlined below.

Priority Level 1	General Actions
	Support the adoption and enforcement of building codes and ordinances related to sustainability
	Provide assistance to KSAC
	Include Green Scene in Word on the Street
	Provide Council bi-annual progress reports on meeting the City’s sustainability goals
	Ensure all city facilities and events provide local, environmentally responsible and healthy food options

Priority Level 2	General Actions
	Include content on the City of Ketchum website related to sustainability
	Engage and coordinate with other jurisdictions in the WRV on sustainability issues
	Research and apply for grants to fund sustainability projects

Priority Level 3	General Actions
	Develop standard operating procedures for staff to follow to save energy, water and waste in municipal buildings

Priority Level 4	General Actions
	Conduct a community open house on sustainability
	Recruit new members for KSAC

Energy



Long-Term Energy Targets

1. Align with the 2030 Challenge and upgrade existing municipal buildings towards a 50% reduction in energy use by 2030 compared to a 2007 baseline and ensure new buildings are carbon neutral by 2030
2. Ensure critical loads are met with resilient sources of energy by 2030
3. Eliminate emissions from municipal vehicles by 2030
4. De-carbonize all city facilities, by 2030

2020 Energy Actions – to be completed by September 30, 2020

The primary focus will be on assisting the ICLEI grant to establish a GHG inventory for Ketchum.

Priority Level 1	Energy Actions
	Work with ICLEI to establish a GHG inventory for Ketchum
	Lead by example on the new fire station and obtain LEED Silver certification with the goal of a carbon neutral station in the future.
	Explore opportunities for public contributions towards Ketchum sustainability projects
	Adopt green building standards for commercial buildings
	Conduct an audit of the new City Hall and pursue Foundational Services funding from Idaho Power through the Integrated Design Lab.
	Replace electric space heaters with mini-split heaters at the wastewater treatment facility
	Install destratification fans in the wastewater treatment facility

Priority Level 2	Energy Actions
	Convert power strips in city facilities to smart power strips
	Create and issue energy performance reports for each city facility
	Evaluate options for reliable, resilient back-up power at the Northwood pumping station

Priority Level 3	Energy Actions
	When replacing or purchasing new city vehicles, when feasible, replace vehicles with electric vehicles.

Priority Level 4	Energy Actions
	Consider ways to encourage more ride sharing opportunities in the Valley

Water



Long-Term Water Targets

1. Complete upgrades to the Ketchum spring line network by 2022
2. Reduce municipal water use by 40% by 2025
3. Reduce community water use by 40% by 2030

2020 Water Actions – to be completed by September 30, 2020

The primary focus will be on upgrading interior plumbing fixtures to low flow if additional funding becomes available and continue to support and track the impact of the Ketchum spring line replacement.

Priority Level 1	Water Actions
	Continue replacing the Ketchum spring line
	(Audit completed in 2019) Install low-flow indoor plumbing fixtures (e.g. toilets, urinals, lavatory faucets and showerheads) in all municipal facilities – <i>if additional budget is identified in 2020</i>
	When replacing or planting new vegetation, use drought-tolerant species and minimize turf where appropriate

Priority Level 2	Water Actions
	Continue to monitor the water system to identify leaks
	Continue to provide monthly messages for paper water bills and explore ways to convey messaging with online bills
	Audit all irrigation operations and upgrade with high-efficiency options, fix leaks and implement a policy to monitor municipal irrigation systems at least every 2 weeks during operating season and correct any leaks, breaks, inappropriate water use or incorrect timing (based on LEED EB+OM)
	Educate the community and continue enforcing Section 13.08.130 of the Ketchum Municipal Code*
	Continue to provide recycled water for irrigation and snowmaking

*KMC Section 13.08.130 “The sprinkling or watering of outdoor plantings such as grass, lawns, gardens, ground cover, shrubbery, trees or other landscaping shall be prohibited between the hours of 10:00 a.m. and 5:00 p.m. daily, during the annual time period beginning June 15 and ending September 1”.

Waste



Long-Term Waste Targets

1. Analyze converting all wastewater sludge to beneficial use by 2022
2. Eliminate single use plastic in the community by 2025
3. Become a zero-waste community by 2050

2020 Waste Actions – to be completed by September 30, 2020

The City will collaborate with Clear Creek, Blaine County, Southern Idaho Solid Waste and the community to facilitate recycling efforts in Ketchum and the region.

Priority Level 1	Waste Actions
	Continue to sponsor community events for spring and fall yard waste collection for composting
	Evaluate the Franchise Agreement with Clear Creek and present options to the City Council for consideration
	Examine recycling options for Ketchum and present recommendations to the City Council

Priority Level 2	Waste Actions
	Continue to collaborate with other jurisdictions and organizations on waste and recycling issues
	Work with regional and local agencies to evaluate options for disposal and beneficial use of wastewater bio solids

Priority Level 3**	Waste Actions
	Amend the commercial building code to require recycling of construction waste and collaborate with other jurisdictions to implement
	Participate in the waste stream audit being done by SISW and collaborate with other local and regional agencies on ways to reduce waste streams
	Participate in a tour of Ohio Gulch transfer station and landfill in Burley
	Work with Clear Creek Disposal to include messaging on bills to encourage waste reduction
	Support the ERC in developing a recycling ambassador program based on Boise's Curb It Pro program and in reducing dog waste that threatens river quality

**All priority level 3 goals are earmarked in the WRWF grant application, without which current budget and resources are insufficient to address these actions.



City of Ketchum

Attachment 2:
City of Ketchum Resolution
No. 20-031

**CITY OF KETCHUM
RESOLUTION NO. 20-031**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL SUPPORTING THE
STATED GOALS TO POWER BLAINE COUNTY WITH 100% CLEAN ENERGY BY 2045
AND 100% CLEAN ELECTRICITY BY 2035**

WHEREAS, clean energy is defined as wind, solar, geothermal, and existing functional hydropower and any energy technologies that are carbon-free, equitable, and have a low environmental impact; and

WHEREAS, clean energy represents an enormous economic opportunity to create jobs in an emerging industry, increase economic security expand prosperity for local residents, reduce air pollution and associated public health risks, reduce the strain on water resources, and save money for consumers; and

WHEREAS, cities and states all over the United States representing over 100 million people have adopted 100% clean power pledges; and

WHEREAS, there is scientific consensus regarding the existence of climate change, and that the combustion of fossil fuels creates greenhouse gas pollution, causing the warming and disturbance of the global climate; and

WHEREAS, locally, our changing climate has already led to increased variability of the snowpack leading to water scarcity for residents and farmers, increased frequency of wildfires and smoke and warming of streams that threatens coldwater fish; and

WHEREAS, rooftop solar, low-income community solar, energy efficiency, energy storage and demand-control technologies offer the opportunity to distribute resources equitably, address poverty, stimulate new economic activity, and lessen the energy cost burden upon those most impacted by high energy bills; and

WHEREAS, distributed solar energy paired with energy storage is an important strategy to build disaster resilience into our communities, and to assist with disaster recovery. Ensuring equitable distribution of these resources is imperative to adequately prepare for disasters, particularly those exacerbated by climate change; and

WHEREAS, Idaho Power has committed to 100% Clean Energy by 2045 and is committed to working with our cities and county to help us achieve our clean energy goals; and

WHEREAS, the elected officials in Blaine County support the value that a healthy environment is intrinsically tied to the wellbeing of a community and the strength of its economy.

NOW, THEREFORE, THE CITY OF KETCHUM, IN CONJUNCTION WITH THE CITIES WITHIN BLAINE COUNTY (BELLEVUE, CAREY, HAILEY, KETCHUM, AND SUN VALLEY) AND BLAINE COUNTY ESTABLISH THE FOLLOWING RENEWABLE ENERGY GOALS FOR MUNICIPAL FACILITIES AND FOR THE COMMUNITY AT LARGE:

- I. One Hundred Percent (100%) clean energy for municipal electricity use by 2030, including at least 75% clean energy by 2025; and
- II. One Hundred Percent (100%) clean energy powered vehicle fleet and clean energy powered maintenance equipment, where technologically and economically feasible by 2030; and
- III. One Hundred Percent (100%) clean energy for the communitywide electricity supply by 2035; and
- IV. One Hundred Percent (100%) clean energy for all energy use by 2045.

BE IT FURTHER RESOLVED, a regional stakeholder group will be formed including representatives from each city government, the county, citizens, businesses, and local experts from our non-profit community to create a roadmap to achieve our clean energy goals.

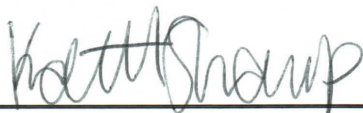
- I. This group should be formed by January 2021;
- II. An action plan to achieve 100% clean energy should be submitted to the public by August 2021; and
- III. The plan should be approved by city governments and the County by January 2022.

PASSED AND ADOPTED on this 21st day of December, 2020.



NEIL BRADSHAW, Mayor

ATTEST:



KATRIN SHARP, Deputy City Clerk





City of Ketchum

**Attachment 3:
Blaine County Code 7-6-6:
Appendix A - Exterior
Renewable Energy Mitigation
Program**

7-6-6: APPENDIX A - EXTERIOR RENEWABLE ENERGY MITIGATION PROGRAM (EREMP):

Add appendix A to read as follows:

"Exterior Renewable Energy Mitigation Program (EREMP)"

Section A101 Scope And Administration.

Section A101.1 Scope. Snowmelt, outside pool, or outside spa systems and equipment may be installed only if 50% of the supplemental energy meets the requirements of the exterior renewable *energy mitigation program* (EREMP) of appendix A. This applies to all installations for which an application for a permit or renewal of an existing permit is filed or is by law required to be filed with or without an associated building permit.

Section A101.2 Mandatory Requirements. R-10 insulation shall be installed under all areas to be snow melted and R-5 insulation shall extend up the sides of the slab.

Section A101.3 Exterior Renewable Energy Mitigation Program (EREMP) Option. Exterior energy use for residential exterior snowmelt systems, outdoor spas, and outdoor pools are calculated as directed by section 201.

Section A101.4 On-Site Renewable Credits Option. Renewable credit options are calculated as directed by section 301.

Section A102 Credits For On-Site Renewable Energy. Applicants interested in exterior energy use systems can choose to produce on-site renewable energy with solar photovoltaics and/or solar hot water and/or micro-hydro to offset the payment option. The energy efficient technology of ground source heat pumps is also permitted for supplemental on-site energy.

Section A103 Payment Option. The *EREMP* payment option is the difference in energy use calculated in section A201 and on-site renewable credits calculated in section A301 and shall be paid at the time of issuance of the building permit. The payment, if any, is based on the amount of energy required, expressed as dollars per square foot, to operate the exterior energy use systems. No payment shall be made to an applicant that exceeds the energy use with on-site renewable credits. All monies collected pursuant to this section shall be recorded in a separate fund and shall be spent in accordance with a resolution by the board of Blaine County commissioners.

Section A104 Pre-Existing Systems. Pre-existing snowmelt, pools or spas which are being overhauled or renovated qualify for exterior energy credit. This credit can only be applied towards an installation of exterior energy on the same parcel. The calculation of the credit shall be based on section A301.

Section 105 Residential Repairs. Repairs to building components, systems, or equipment which do not increase their pre-existing energy consumption need not comply with EREMP. All replacement mechanical equipment shall be Energy Star® rated.

Section A201 Exterior Energy Use Calculations.

Section A201.1 Snowmelt. Fifty percent (50%) of the total square footage associated with snowmelt energy consumption shall be calculated as an *EREMP* payment option at \$34.00 per square foot divided by the boiler efficiency (AFUE).

Section A201.2 Outdoor Pool. Fifty percent (50%) of the total square footage associated with outdoor pool energy use shall be calculated as an *EREMP* payment option at \$136.00 per square foot divided by the boiler efficiency (AFUE). Outdoor pools with not more than 200 square feet of water surface are exempt.

Section A201.3 Outdoor Spa. Fifty percent (50%) of the total square footage associated with spa energy use shall be calculated as an *EREMP* payment option at \$176.00 per square foot divided by the boiler efficiency (AFUE). Package spas with not more than 64 square feet of water surface area are exempt.

Section A202 Total EREMP Payment. The total *EREMP* payment is the total sum of exterior energy use of sections A201.1, A201.2 and A201.3.

Section A301 On-Site Renewable Credits.

Section A301.1 Photovoltaic. On-site renewable credit shall be calculated as \$6,241.20 per 1 kilowatt of the system design. Solar electric (photovoltaic) systems tied to the electric grid are eligible for on-site renewable credit. Systems must be sited, oriented and installed for solar electric panels to supply at least 90% of rated capacity of the installed kW. System designer/installer must be certified by NABCEP (North American Board Of Certified Energy Practitioners) or the system must be installed per the manufacturer's design specifications.

Section A301.2 Solar Hot Water. On-site renewable credit shall be calculated as \$224.65 per 1 square foot of the system design.

Section A301.3 Ground Source Heat Pump. On-site renewable credit shall be calculated as \$6.84 per 100,000 BTU per year of the system design. In order to use a GSHP for on-site renewable credit the GSHP system must supply at least 20% of the peak load for heating the building and all the exterior energy uses. Each ground source heat pump system shall be tested and balanced and the design engineer shall certify in writing that it meets a design coefficient of performance of 3.0 exclusive of source pump power. The ground loop system must be designed by a CGD (certified geexchange designer certified by the Association Of Energy Engineers) or a professional engineer with IGSHPA (International Ground Source Heat Pump Association). The mechanical system must be installed by a certified IGSHPA contractor or an energy design professional.

Section A302 Total EREMP Renewables. The total *EREMP* on- site renewable credit is the total sum of sections A301.1, A301.2 and A301.3.

Section A401 Public Domain Software. A free calculation program known as *EREMP* 2012 international energy conservation code shall be made available to the public.

Example Calculation For Exterior Renewable Energy Mitigation Program

Snowmelt example: 800 sq. ft. of snowmelt requested

(50% required to meet EREMP)

$(\$34.00 * (800 * .50)) / 0.91$ (efficiency rating of boiler) = \$14,945

EREMP payment option for exterior energy use will be \$14,945

On-Site Renewable Credits

40 square feet of solar hot water panels * \$224.65 per square foot = \$8,986

EREMP payment option will be \$5,959

Or

2.58 kW photovoltaic system * \$6,241.20 per kilowatt = \$16,102

EREMP payment option will be \$0

(Ord. 2016-03, 4-12-2016)



City of Ketchum

Attachment 4: Snow Removal Carbon Emissions Analysis

Carbon Dioxide (CO2) Emission Estimates for One Typical Lot in Ketchum

Estimated by R.Mattison 3/28/2023

Snowmelt System

<u>Energy Usage Calculation</u>	<u>Full Driveway</u>	<u>ROW Only</u>	<u>Unit</u>	<u>Notes</u>
Driveway Size	600	180	square ft	20ft x 30ft full driveway, 20ft x 9ft ROW only
Heat Flux Rate	150	150	BTU/hr*sf	estimate based on on-line research
Calculated energy usage	90,000	27,000	BTU/hr	
<u>Heating Time Calculation</u>				
Annual average snow	102	102	inches	Link: https://www.currentresults.com/Weather/Idaho/Places/ketchum-snowfall-totals-snow-accumulation-averages.php
Assumed snowfall rate	1	1	inch per hour	
Pre/post heating factor	1.5	1.5		factor to include false runs and heating prior and after snowfall
Calculated heating time	153	153	hrs of heating time per season	
<u>CO2 Emission Estimate Calculation</u>				
Annual energy usage	13.77	4.13	BTU per year	
CO2 emission coefficient for natural gas	116.65	116.65	Lbs CO2 emissions per Million BTU	Link: https://www.eia.gov/environment/emissions/co2_vol_mass.php
Calculated CO2 emission estimate	1,606	482	Lbs CO2 emissions per year	

Snow Removal Service

<u>Miles Traveled Calculation</u>	<u>Full Driveway</u>	<u>ROW Only</u>	<u>Unit</u>	<u>Notes</u>
Miles traveled per event	100		miles	Average miles traveled data from 4 local companies (pers.com P. Nied)
No. of events	13		times plowed	Ave of data for winter '21 and '22 from 3 local companies (pers.com. P.Nied)
Total miles traveled per year	1300		miles	
<u>Miles Traveled Per Lot Calculation</u>				
Average # of properties serviced	16.875		per snow plow vehicle	Based on data from 1 local company (8 trucks service 135 homes) pers.com P.Nied
Calculated miles traveled per lot	77.04		miles, per year	
<u>Carbon Emission Estimate Calculation</u>				
Fuel efficiency of plow	12		mpg	
Gasoline usage	6.42		gallons per year per home	
CO2 emission coefficient for natural gas	17.86		Lbs CO2 per gal finished motor gasoline	Link: https://www.eia.gov/environment/emissions/co2_vol_mass.php
Calculated CO2 emission estimate	115		Lbs CO2 emissions per year	
	14		x times CO2 emission per year then snowmelt system	

Snow Blower

	<u>Full Driveway</u>	<u>ROW Only</u>	<u>Unit</u>	<u>Notes</u>
Time to remove 1-inch snow	10	3.33	min	Estimate from Juerg Stauffacher (pers. com P.Nied)
Annual average snow	102	102	inches of snow per year (annual ave for Ketchum)	Link: https://www.currentresults.com/Weather/Idaho/Places/ketchum-snowfall-totals-snow-accumulation-averages.php
Total annual time snowblowing	1020	340	min	
Total annual time snowblowing	17	6	hours	
Fuel efficiency estimate	4	4	hrs/gal	Estimate from Juerg Stauffacher (pers. com P.Nied)
Estimated annual fuel usage	4.25	1.42	Gal	
CO2 emission coefficient for natural gas	17.86	17.86	Lbs CO2 per gal finished motor gasoline	Link: https://www.eia.gov/environment/emissions/co2_vol_mass.php
Calculated CO2 emission estimate	76	25	Lbs CO2 emissions per year	
	21		x times CO2 emission per year then snowmelt system	