



**CITY OF KETCHUM, IDAHO**  
**REGULAR CITY COUNCIL MEETING**  
Monday, September 20, 2021, 4:00 PM  
480 East Avenue, North, Ketchum, Idaho

**Agenda**

**PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (by noon the day of the meeting).

Dial-in to the meeting by phone to provide comment when called upon (please mute your device until called upon). Address the Council in person at City Hall.

Dial-in Instructions:

Phone: 253-215-8782

Meeting ID: 897-6629-1813

If you require special accommodations to participate in this meeting, please contact the City Clerk.

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

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

**ROLL CALL:**

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

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

1. ACTION ITEM: Approve minutes of September 7, 2021.
2. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Rubel, Treasurer.
3. ACTION ITEM: Authorization and approval of the Treasurer's Report, as submitted by Shellie Rubel, Treasurer.

- [4.](#) ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$ 413,914.11, as submitted by Shellie Rubel, Treasurer.
- [5.](#) ACTION ITEM: Recommendation to approve P.O. #20710 for ICRMP Insurance Renewal for the Annual Policy Period – 10/1/21 to 9/30/22, as submitted by Tara Fenwick, City Clerk.
- [6.](#) ACTION ITEM: Recommendation to approve P.O. #20712 to Dr. Pipeline, LLC. for sewer main CIPP lining, as submitted by Mick Mummert, Utilities Supervisor.
- [7.](#) ACTION ITEM: Recommendation to Approve Purchase Order #20715 With Xylem Water Solutions USA, Inc-WEDECO for UV Lamps, as submitted by Mick Mummert, Utilities Supervisor.
- [8.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #20646 for placement of snowmelt and gravel porous paver in the City Right-of-Way at 751 North Walnut Ave., as submitted by Sherri Newland, City Engineer.
- [9.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #20709 with Intermountain Gas Company for underground gas distribution lines within the City Rights-of-Way, as submitted by Sherri Newland, City Engineer.
- [10.](#) ACTION ITEM: Recommendation to approve Agreement #20697 with Galena Engineering for survey of Sun Valley Road, as submitted by Sherri Newland, City Engineer.
- [11.](#) ACTION ITEM: Recommendation to approve Agreement #20698 with American Geotechnics Inc. for geotechnical investigation of Sun Valley Road, as submitted by Sherri Newland, City Engineer.
- [12.](#) ACTION ITEM: Extension Amendment to Warm Springs Option Agreement #20610, as submitted by Jade Riley, City Administrator.

**NEW BUSINESS:** (no public comment required)

- [13.](#) ACTION ITEM: Recommendation to approve Agreement #20714 with HDR for City of Ketchum Main Street (SH-75) Signal Timing as submitted by Sherri Newland, City Engineer and Jade Riley, City Administrator.
- [14.](#) ACTION ITEM: Direction to staff on preferred location for the relocation of glass and cardboard recycling, as submitted by Sherri Newland, City Engineer and Jade Riley, City Administrator.

**PUBLIC HEARING:**

- [15.](#) ACTION ITEM: Recommendation to conduct a public hearing and conduct first reading on Ordinance 1218 amending the City Alcohol License Expiration Date, as submitted by Deputy Treasurer, Genoa Beiser.
- [16.](#) ACTION ITEM: Recommendation to conduct a public hearing and conduct second reading on Ordinance 1224 amending KMC Title 17 Section 17.140.090 B and C and amending the Official District Zoning Map for Block 1 of the Warm Springs Large Block Plat, as submitted by Suzanne Frick, Director Planning and Building.
- [17.](#) ACTION ITEM: Recommendation to Hold a Public Hearing and Approve the Maeda Final Plat for the Readjustment of Lot Lines, as submitted by Suzanne Frick, Director Planning and Building.
- [18.](#) ACTION ITEM: Recommendation to Hold a Public Hearing and Approve a Lot Line Shift to Amend the Boundary of Unit 2 Within the Winter Sun Condominiums located at 420 Sage Road, as submitted by Suzanne Frick, Director Planning and Building.

**EXECUTIVE SESSION:**

**ADJOURNMENT:**



**CITY OF KETCHUM**  
**REGULAR MEETING MINUTES OF THE CITY COUNCIL**  
Tuesday, September 7, 2021

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**CALL TO ORDER:** *(00:08:43 p.m. in video)*

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

**Roll Call:**

Mayor Neil Bradshaw  
Courtney Hamilton  
Amanda Breen  
Jim Slanetz  
Michael David *(via Zoom)*

**Also Present:**

Jade Riley – City Administrator  
Lisa Enourato - Public Affairs & Administrative Services Manager  
Shellie Rubel – City Treasurer  
Tara Fenwick – City Clerk & Administrative Business Manager  
Suzanne Frick - Director Planning and Zoning  
Sherri Newland – City Engineer  
Bill McLaughlin – City Fire Chief  
Matt Johnson – City Legal Council *(via Zoom)*  
Ellen Campfield Nelson, Diana Lachiondo – Agnew Beck  
Julie Dixon - Dixon Consulting

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

- Mayor, Neil Bradshaw asked the public to note the high fire danger. He additionally expresses gratitude for community involvement in Wagon Days. And, provided early notice of a Special Meeting to be called in mid-October.

**CONSENT AGENDA:** *(00:10:33 in video)*

Five items were pulled for comment and clarification: #7, #8, #16, #18, #19.

**Motion to approve consent agenda items 1 thru 21. Motion made by Councilor, Amanda Breen and seconded by Councilor, Jim Slanetz. All in Favor.**

**NEW BUSINESS:**

22. (00:34:05 in video) City Administrator, Jade Riley, provided an overview of Agnew Beck consulting for Community Housing.

Councilors discussed the proposed work initiative.

**Motion to approve contract #20701 with Agnew Beck for consulting services on Community Housing. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Michael David. The motion passed with three in favor, 1 opposed.**

23. (01:23:18 in video) City Administrator, Jade Riley and Julie Dixon, Dixon Consulting provided a presentation of a Downtown Parking Plan.

Councilors discussed the information and supported continued data collection and Community involvement to give voice to various parking experiences.

24. (01:55:48 in video) Sherri Newland, City Engineer and Jade Riley, City Administrator provided summary of HDR Main Street & Warm Springs Transportation Analysis.

**Motion to approve contracts #20702, #20703, #20704 with HDR for Main Street and Warm Springs Transportation Analysis. Motion made by Councilor, Amanda Breen and seconded by Councilor, Jim Slanetz. All in Favor.**

25. (02:08:05 in video) Resolution 21-019, providing the Community Covid-19 mask protocols was discussed and approved as submitted.

**Motion to adopt Resolution 21-019. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Amanda Breen. All in Favor.**

**PUBLIC HEARING:** (02:36:52 in video)

26. ACTION ITEM: Recommendation to conduct a public hearing and conduct first reading on Ordinance 1224 amending KMC Title 17 Section 17.140.090 B and C and amending the Official District Zoning Map for Block 1 of the Warm Springs Large Block Plat, as submitted by Suzanne Frick, Director Planning and Building.

Councilor, Amanda Breen recused herself.

No public comment.

**Motion to approve the first reading of Ordinance 1224 by title only. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Jim Slanetz. The motion passed with three in favor, 1 recused.**

Tara Fenwick, City Clerk, read the title of Ordinance 1224.

27. ACTION ITEM: Second and Third Reading of Amended FY21 Budget, as submitted by Shellie Rubel, Treasurer and Jade Riley, City Administrator.

No public comment.

**Pursuant to Idaho Code 50-902, motion to conduct the second and third reading of Ordinance 1221 by title only. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Amanda Breen. The motion passed. All in Favor.**

Tara Fenwick, City Clerk, read the title of Ordinance 1221.

28. ACTION ITEM: Second and Third Reading of FY22 Budget, as submitted by Shellie Rubel, Treasurer and Jade Riley, City Administrator.

No public comment.

**Pursuant to Idaho Code 50-902, motion to conduct the second and third reading of Ordinance 1220 by title only. Motion made by Councilor, Jim Slanetz and seconded by Councilor, Courtney Hamilton. All in Favor.**

Tara Fenwick, City Clerk, read the title of Ordinance 1220.

**EXECUTIVE SESSION:**

**Motion to go into Executive Session pursuant to 74-206(1f), by Councilor, Amanda Breen; seconded by Councilor, Jim Slanetz. The motion passed with three in favor, 1 opposed.**

**ADJOURNMENT:**

**Motion to adjourn at 6:36 p.m. Motion made by Councilor, Amanda Breen; seconded by Councilor, Michael David. All in Favor.**

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Mayor, Neil Bradshaw

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City Clerk, Tara Fenwick



## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Receive and File Treasurer's Monthly Financial Report**

#### Recommendation and Summary

Staff is recommending the council receive and file the Treasurer's monthly report in accordance with statutory requirements and adopt the following motion:

***"I move to receive and file the Treasurer's financial report."***

The reasons for the recommendation are as follows:

- State statute establishes requirements for monthly financial reports from the City Treasurer.

#### Introduction and History

Idaho State Statute 50-208 establishes requirements for monthly financial reports from the City Treasurer to the Council. The Statute provides that the Treasurer "render an accounting to the city council showing the financial condition of the treasury at the date of such accounting."

#### Analysis

Pursuant to the above statutory requirements, enclosed for Council review is a monthly financial report showing the financial condition of the City in the current fiscal year. This report, along with complete financial statements, is available on the City's website.

#### Sustainability Impact

There is no sustainability impact arising from this reporting.

#### Financial Impact

There is no financial impact arising from this reporting.

#### Attachments

- Attachment A: Monthly Financial Report Charts



# Monthly Financial Reports

As of August 31, 2021



This packet is divided into three sections: (1) General Fund charts (pages 3-7); (2) Original LOT charts (pages 8-13); (3) Enterprise Fund charts (pages 14-16); and Off-Street Parking Lot charts (pages 17-19).

Each chart includes information on current progress relative to the prior year and the current budget.

# Summary for July 31, 2021

## GENERAL FUND

<b>1.</b>	<b>REVENUES</b>		
	Approved Budget		10,307,770
	Year to Date (YTD)		12,198,907
	Amended Budget 9-7-21		12,994,939
<b>2.</b>	<b>EXPENDITURES</b>		
	Approved Budget		10,307,770
	Year to Date (YTD)		10,863,996
	<b>Interim Budget changes</b>		
	Planning & Building Direct Costs		220,000
	Warm Springs Analysis		50,000
	Warm Springs Contractual Staffing Support		54,000
	LOT transfer increase		92,950
	Fund balance transfer to ESF for Direct Costs		511,000
	Transfer to ESF fund for New City Hall		1,099,969
	Flowers		15,500
	Professional Services Contingency		200,000
	Transfer to CIP for parking lot for new fire stat		136,700
	Amended Budget 9-7-21		12,687,889
<b>3.</b>	<b>Net Position</b>		307,050

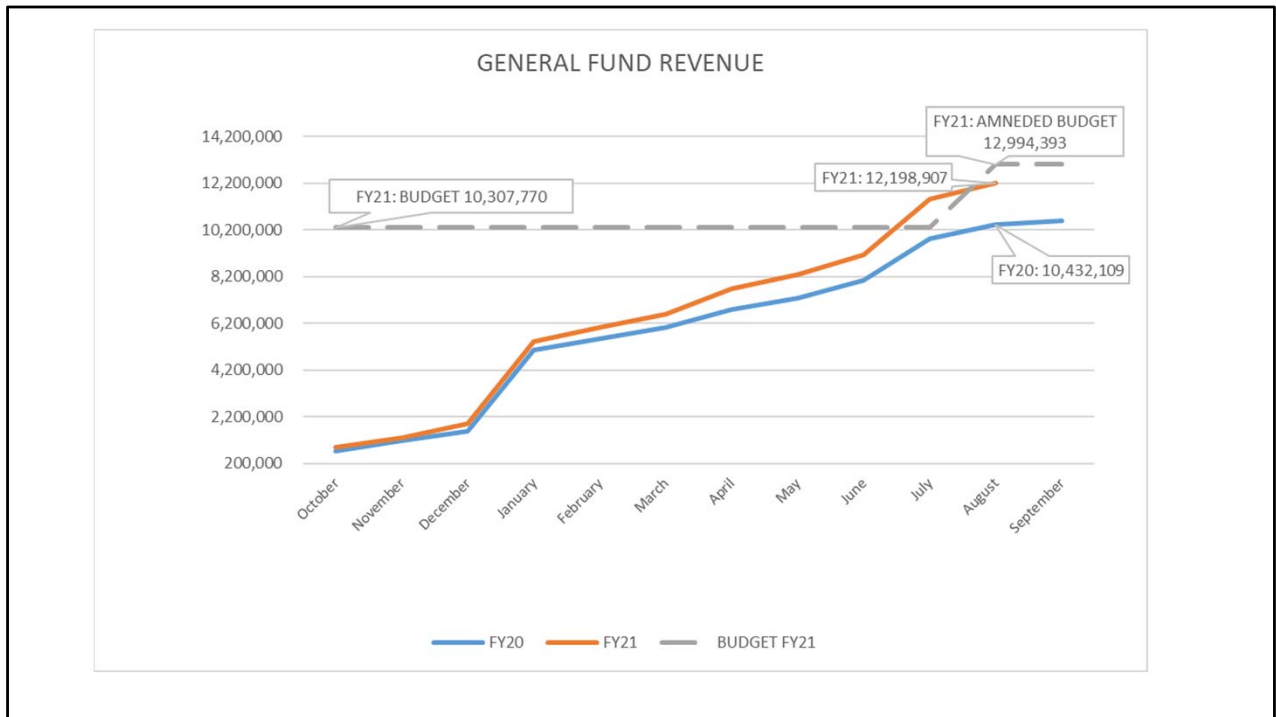
## LOCAL OPTION TAX

<b>1.</b>	<b>REVENUES</b>		
	Approved Budget		1,817,247
	Year to Date (YTD)		3,028,923
	Amended Budget 9-7-21		2,397,247
<b>2.</b>	<b>EXPENDITURES</b>		
	Approved Budget		1,817,247
	Year to Date (YTD)		2,086,169
	<b>Interim Budget changes</b>		
	LOT transfer general fund		400,000
	Amended Budget 9-7-21		2,217,247
<b>3.</b>	<b>Net Position</b>		180,000



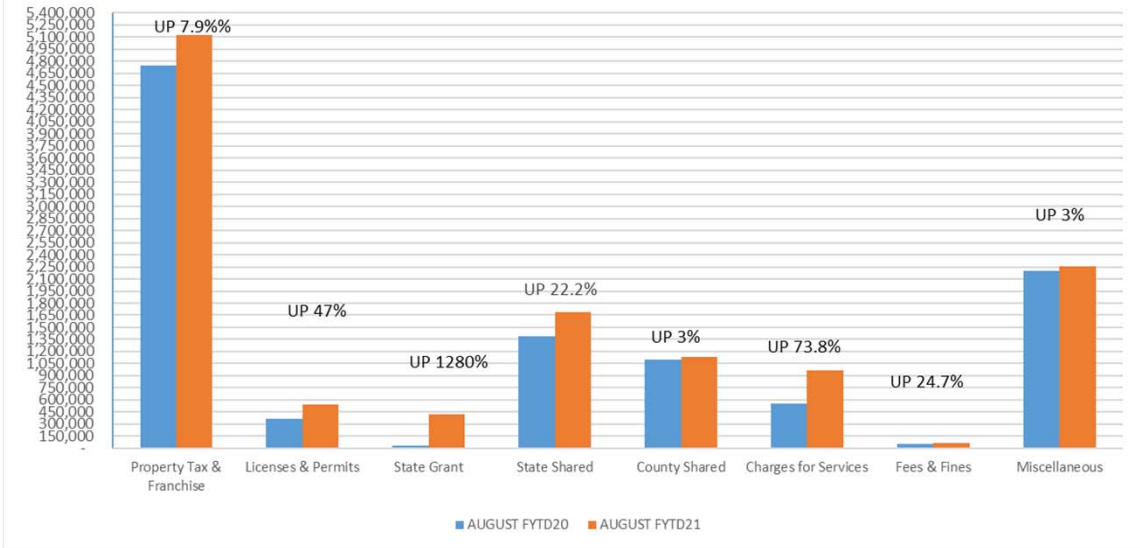
# General Fund

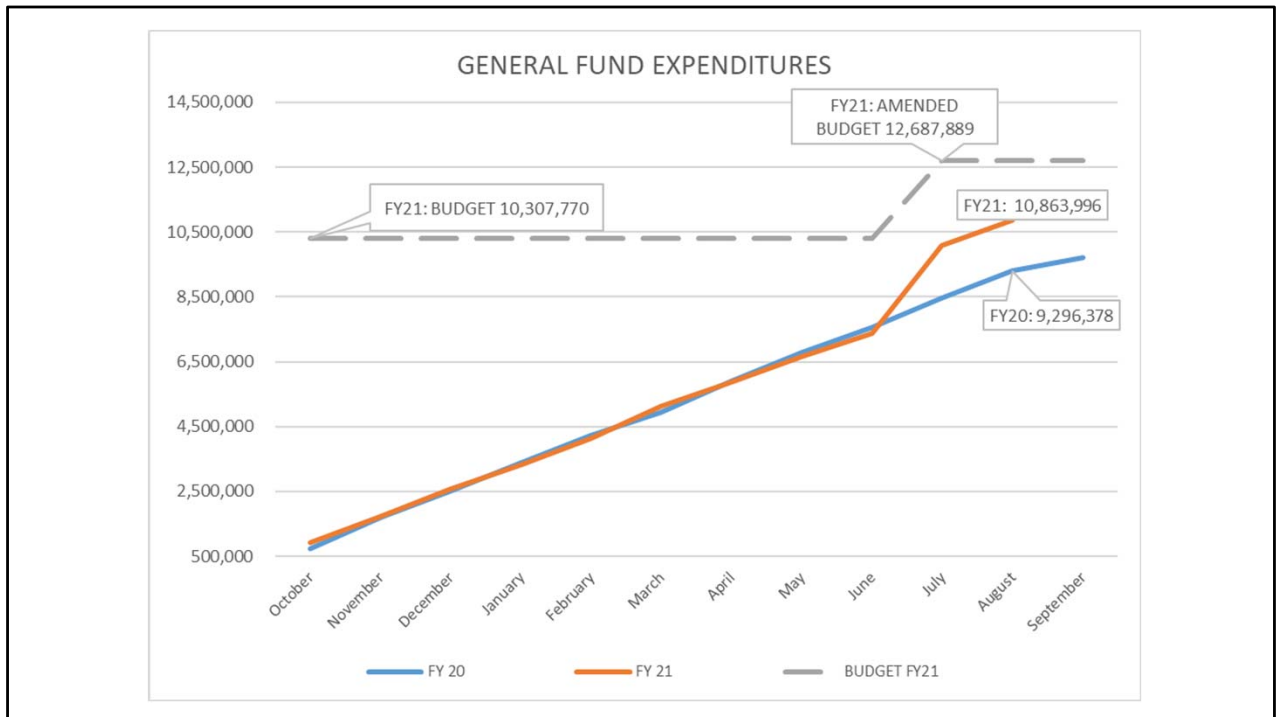
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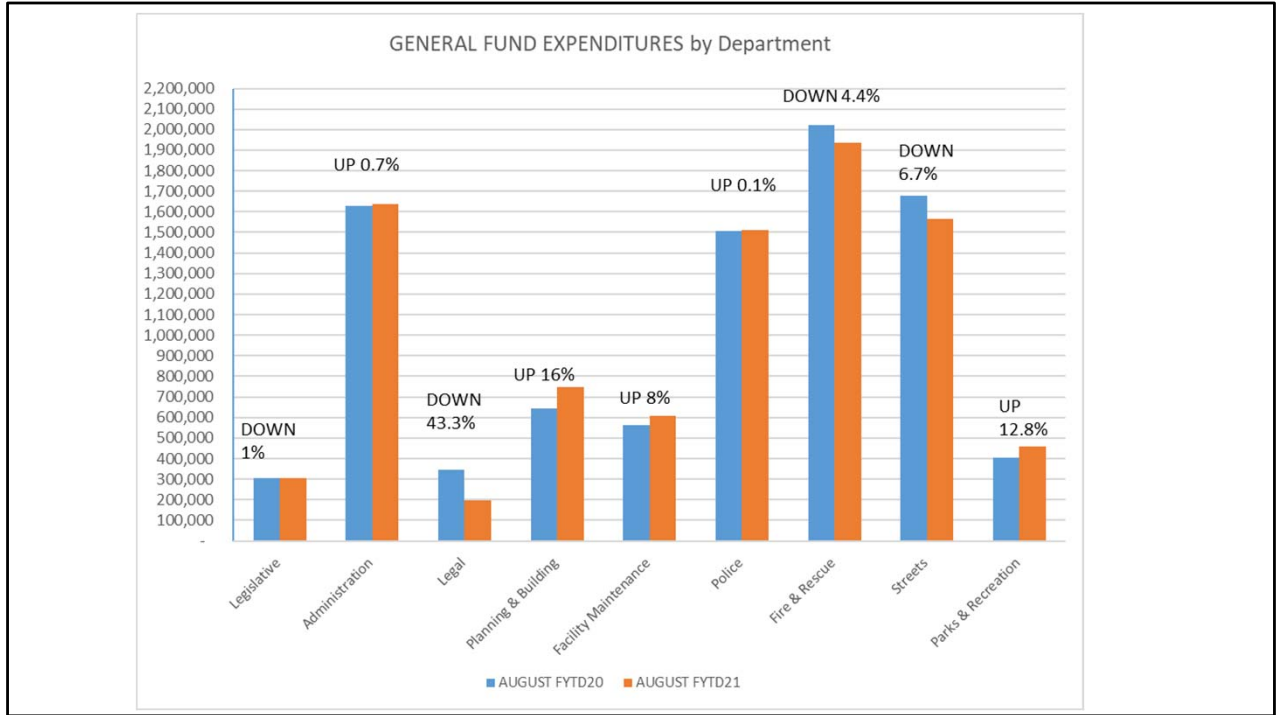
The General Fund revenues are up approximately \$1,766,798 (16.9%) in FYTD compared to FY2020. This increase is largely due to three revenue sources, property tax, planning and building fees and state shared grants.

### GENERAL FUND REVENUES by Category



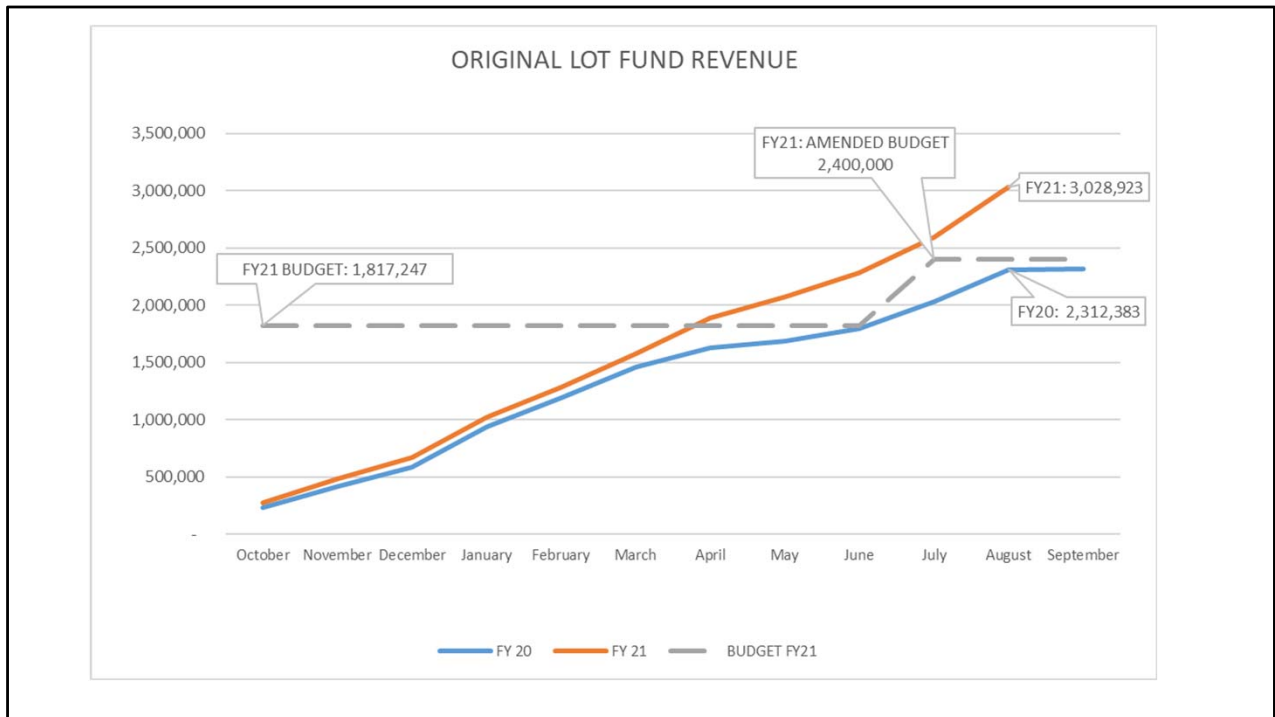


The General Fund expenditures are up 1,567,618 (16.8%) FYTD. The increase is due to New Fire Station construction and New City Hall remodel.

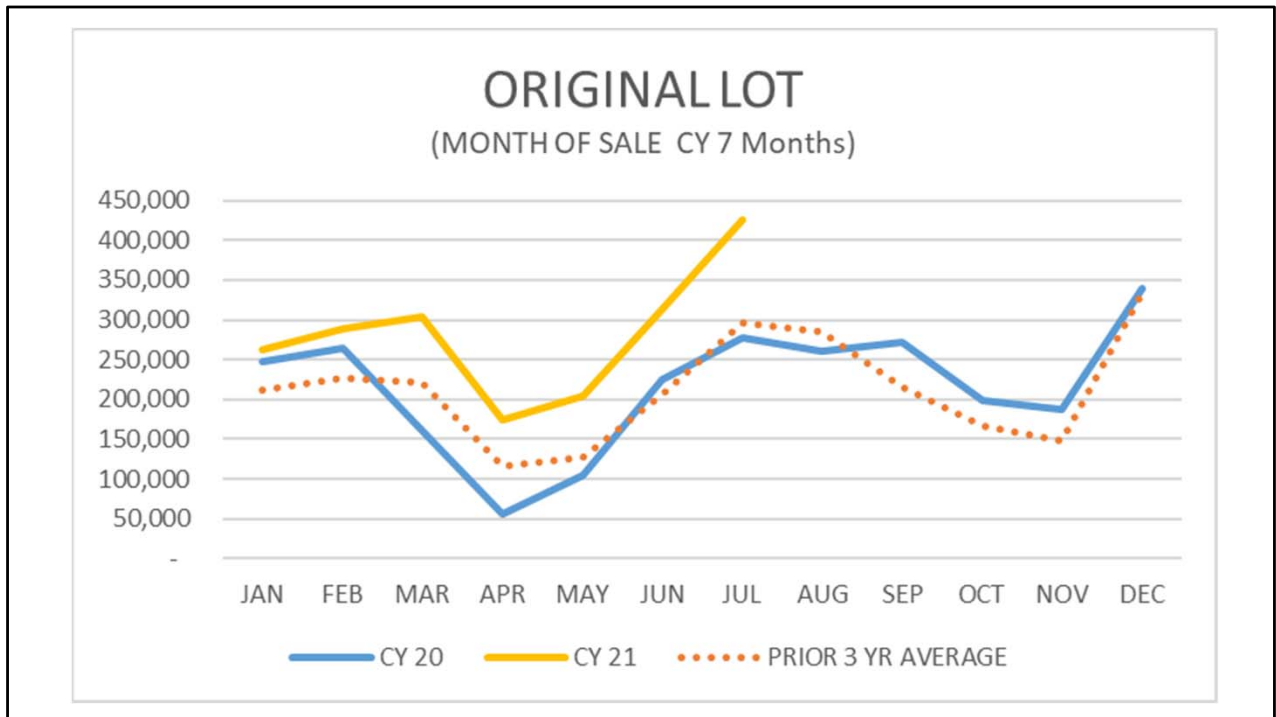


# LOT Analysis

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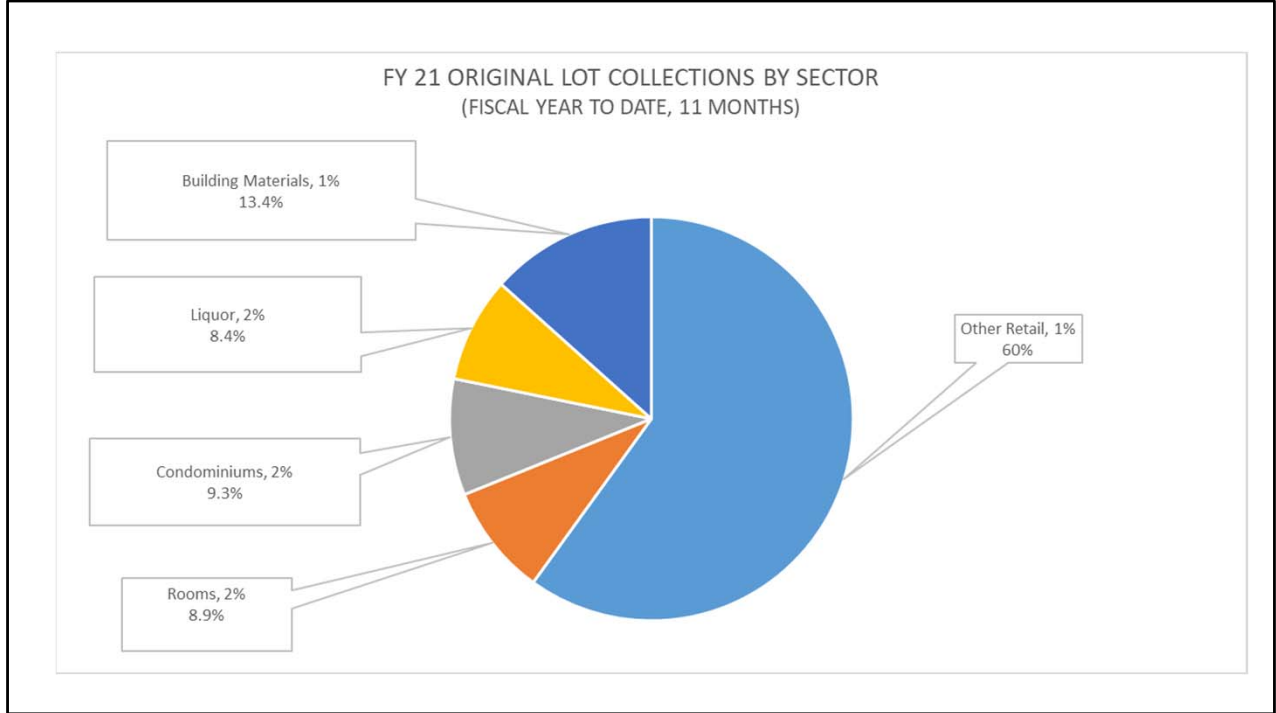


Revenue to the Original LOT Fund is up approximately \$716,540 (31%) FYTD. This increase is largely due to retail, condo and building material receipts.



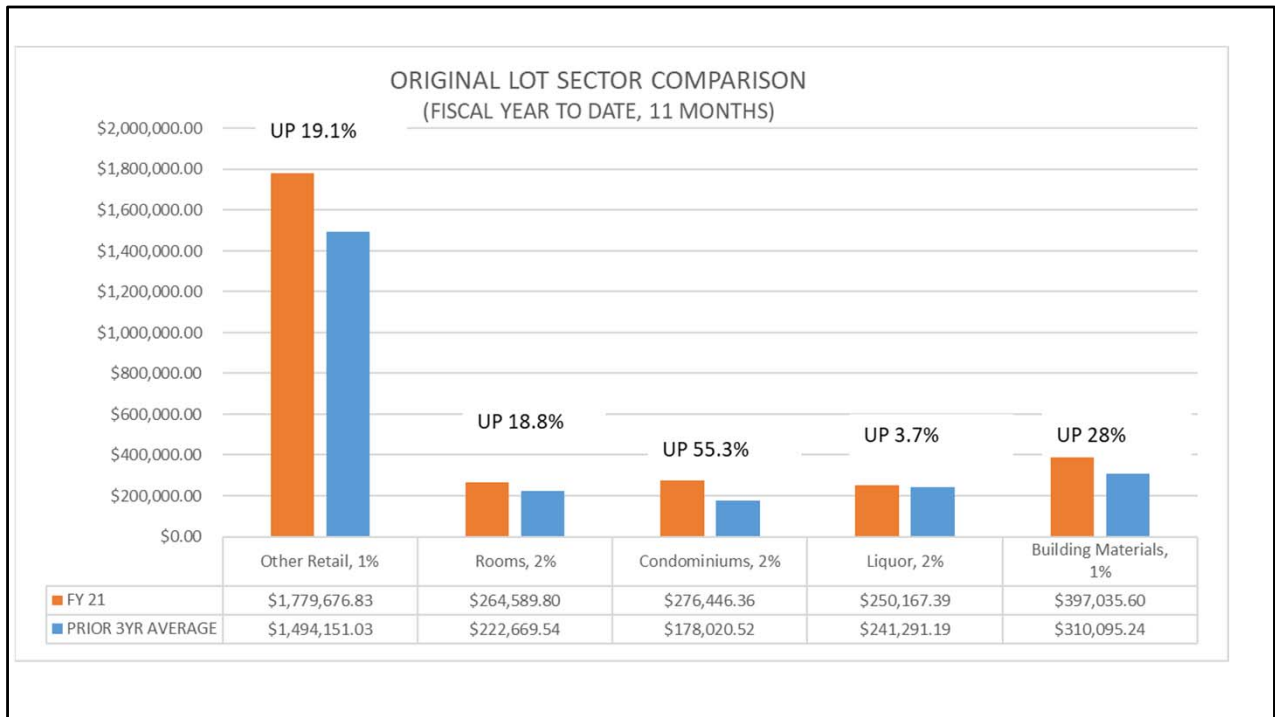
Original LOT for May month of sale are up approximately 34.5% compared to last year and up approximately 44% compared to the prior three-year average.





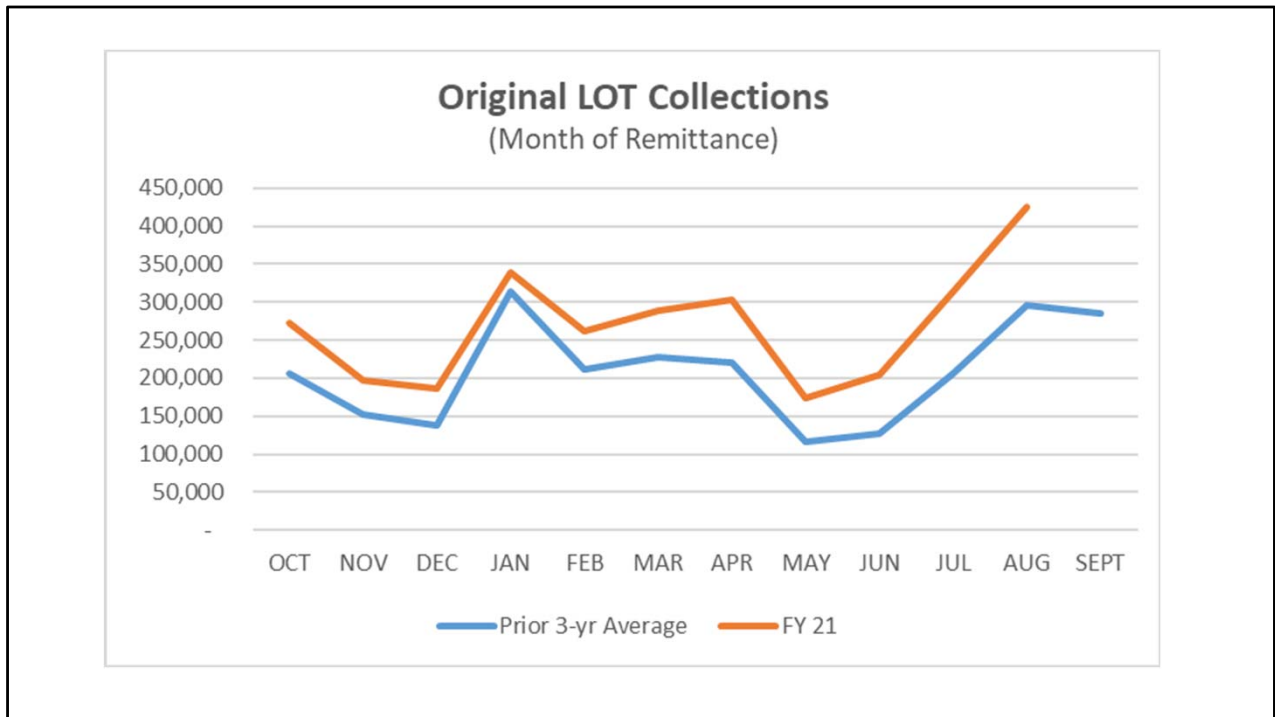
To date in FY 21 (11 months), Original LOT collections have been generated by each sector as follows:

1. Retail has generated 60% of the total.
2. Building Materials have generated 13.4%.
3. Liquor has generated 8.4%
4. Rooms have generated 8.9%.
5. Condominiums have generated 9.3%.



Through the first 11 months of FY 21, collections compared to the prior three-year average are as follows:

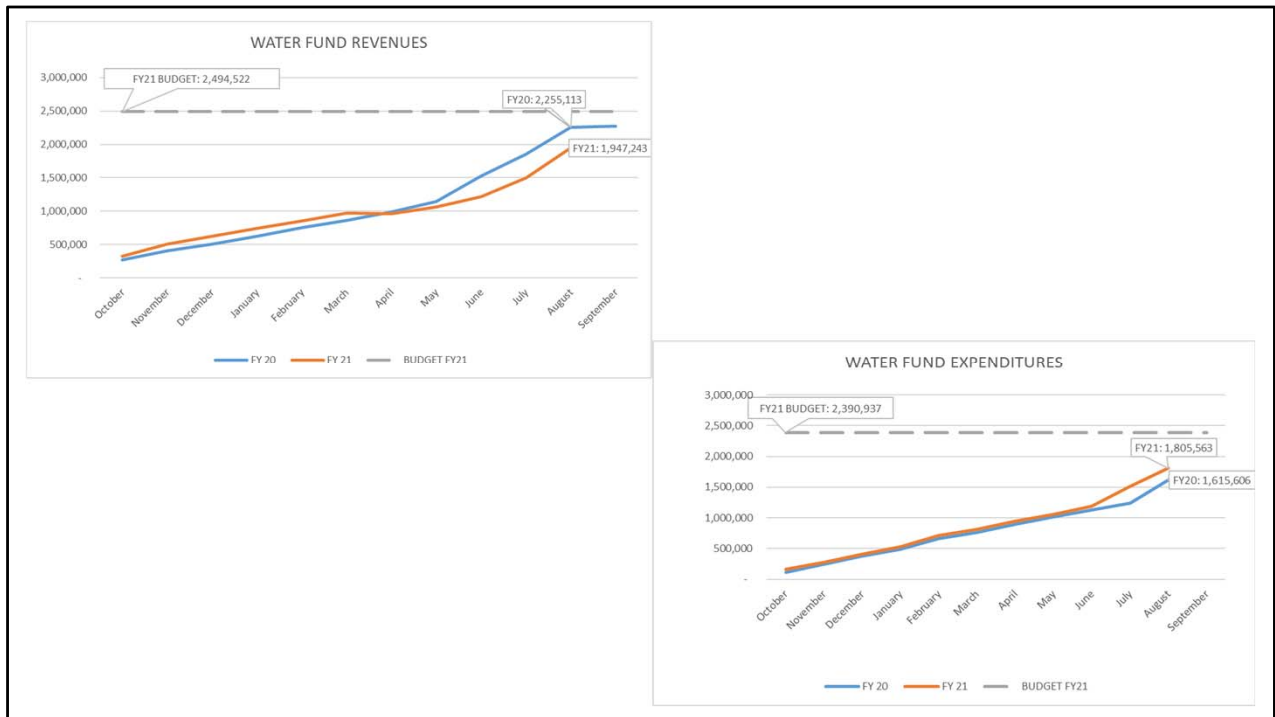
1. Retail is up 19.1%.
2. Rooms are up 18.8%.
3. Condominiums are up 55.3%
4. Liquor is up 3.7%.
5. Building Materials are up 28%.



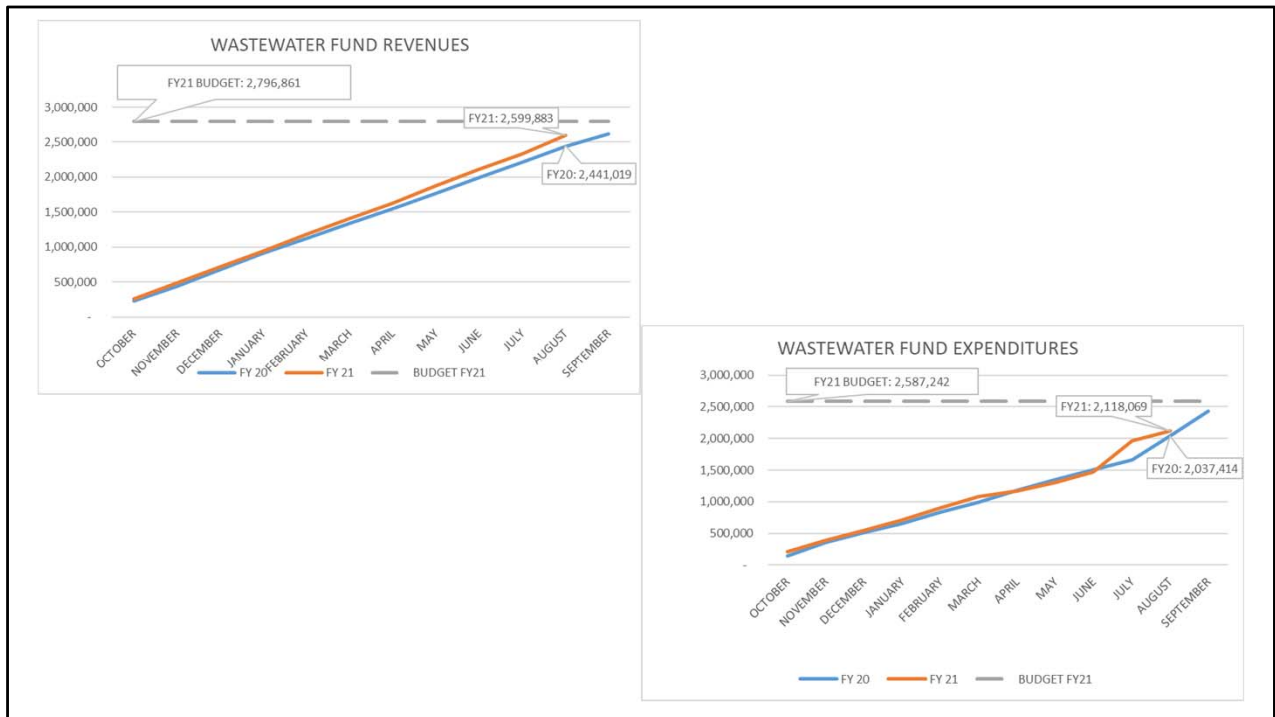
Revenues from Original LOT covered sales are up approximately 43.8% compared to the average of the prior three years.

# Enterprise Funds

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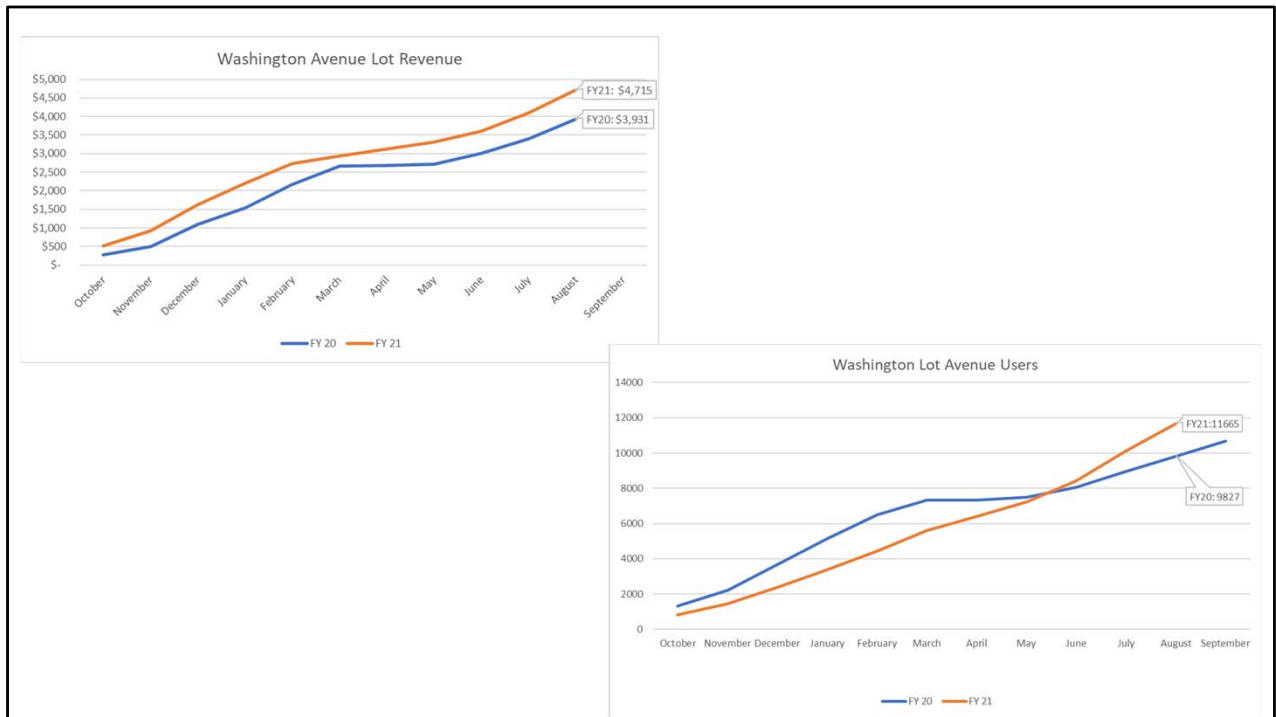
The Water Fund revenues are down \$307,870 (13.7%) FYTD.  
 The Water Fund expenditures are up \$156,957 (11.8%) FYTD.



The Wastewater Fund revenues are up \$158,864 (6.5%) FYTD.  
 The Wastewater Fund expenditures are up \$80,655 (4%) FYTD.

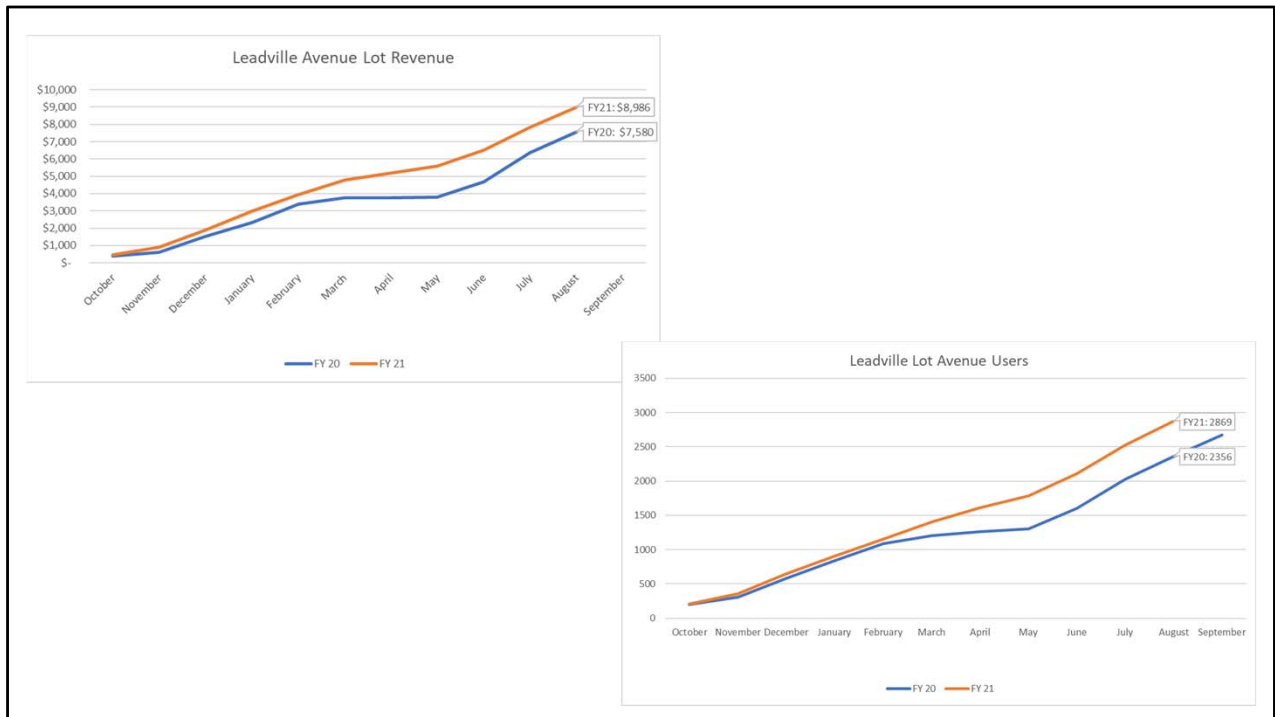
# Off-Street Parking Lots

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In the fiscal year to date, revenues at the Washington Avenue parking lot are up \$783 (19.9%) and users are up 1838 (18.7%) relative to the prior year.





In the fiscal year to date, revenues at the Leadville Avenue parking lot are up \$1,407 (18.6%) and users are up 513 (21.8%) relative to the prior year.

## 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
<b>GENERAL FUND</b>			
<b>01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC</b>			
NBS-NATIONAL BENEFIT SERVI	CP294193	Claims Paid August 2021: FSA	921.31
<b>01-2300-0000 DEPOSITS-PARKS &amp; EVENTS</b>			
HOWE, SARAH	REFUND SE D	RETURN SPECIAL EVENT DEPOSIT #1726	250.00
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
LANDERS, MORGAN	091321	REFUND- Security Deposit	500.00
Total :			1,671.31
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	821041	Admin Fees August 2021: FSA & HRA	19.85
Total LEGISLATIVE & EXECUTIVE:			19.85
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	821041	Admin Fees August 2021: FSA & HRA	51.85
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
COPY & PRINT, L.L.C.	108861	Storage Boxes	84.06
COPY & PRINT, L.L.C.	109701	Paper	192.39
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
COPY CENTER LLC	1895	Thank You Cards	130.00
TREASURE VALLEY COFFEE INC	2160 07844370	Spring Water	31.80
US BANK	2745 082621	WSR Invites	10.00
BACKGROUND INVESTATION B	CIT025090121-	Applicant Profiles	51.90
S & C ASSOCIATES LLC	2160	21-1038	1,587.50
SNEE, MOLLY	2113	Warm Springs Preserve work	938.00
VALLEY TEMP SERVICES INC	5378	ELIZABETH INSINGER	416.00
VALLEY TEMP SERVICES INC	5378.2	ELIZABETH INSINGER	286.00
DIXON RESOURCES UNLIMITED	2930	Parking and Curb Data Collection August 2021	505.00
NESTED STRATEGIES	1024	Warm Spring Ranch Study & Campaign	4,000.00
SPUR COMMUNITY FOUNDATIO	1231	Monthly fee for donation processing per Warm Springs Preserve Grant Agreement	5,000.00
<b>01-4150-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>			
ASSOCIATION OF PUBLIC TREA	24260	Membership Dues - Shellie Rubel	159.00
ICCTFOA	2019-2021	Shellie Rubel Dues	30.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
COX BUSINESS	047131901 082	047131901 082621	99.79
<b>01-4150-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	18240	Computer maintenance & support	3,901.20

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4150-5150 COMMUNICATIONS</b>			
CENTURY LINK	2087250932 09	2087250932 090421	56.16
SNEE, MOLLY	2113	August Retainer Fee	4,150.00
<b>01-4150-5200 UTILITIES</b>			
CITY OF KETCHUM	AUGUST 2021	9997 August 2021	333.70
CITY OF KETCHUM	AUGUST 2021	9994 August 2021	170.67
CITY OF KETCHUM	AUGUST 2021	772 August 2021	61.15
CITY OF KETCHUM	AUGUST 2021	208 August 2021	477.16
CITY OF KETCHUM	AUGUST 2021	360 August 2021	51.15
<b>01-4150-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
THORNTON HEATING	49253	Police Dept A/C Issues	232.00
POWER SYSTEMS WEST	S12162001889	Generator Maintenance	553.78
<b>01-4150-6500 CONTRACTS FOR SERVICES</b>			
S & C ASSOCIATES LLC	2161	21-1065	472.00
Total ADMINISTRATIVE SERVICES:			24,032.26
<b>PLANNING &amp; BUILDING</b>			
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	821041	Admin Fees August 2021: FSA & HRA	22.95
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
COPY & PRINT, L.L.C.	108872	Highlighters, Envelopes, Desk, Calendar	126.10
<b>01-4170-3200 OPERATING SUPPLIES</b>			
COPY CENTER LLC	1895	Zoning Map	40.00
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	18240	Computer maintenance & support	1,390.50
S & C ASSOCIATES LLC	2148	19-1015	354.00
S & C ASSOCIATES LLC	2151	20-1008	879.50
S & C ASSOCIATES LLC	2152	20-1014	118.00
S & C ASSOCIATES LLC	2153	20-1018	236.00
S & C ASSOCIATES LLC	2155	20-1045	429.00
S & C ASSOCIATES LLC	2156	20-1053	252.00
S & C ASSOCIATES LLC	2157	20-1075	1,137.00
S & C ASSOCIATES LLC	2158	21-1017	380.00
S & C ASSOCIATES LLC	2163	21-1006	236.00
S & C ASSOCIATES LLC	2164	21-1008	960.00
S & C ASSOCIATES LLC	2165	21-1016	118.00
S & C ASSOCIATES LLC	2166	21-1027	403.00
S & C ASSOCIATES LLC	2167	21-1051	590.00
S & C ASSOCIATES LLC	2169	21-1057	118.00
S & C ASSOCIATES LLC	2170	21-1061	177.00
S & C ASSOCIATES LLC	2171	21-1063	118.00
S & C ASSOCIATES LLC	2172	21-1072	531.00
S & C ASSOCIATES LLC	2173	21-1075	213.00
S & C ASSOCIATES LLC	2174	21-1076	283.50
S & C ASSOCIATES LLC	2175	21-1077	283.50
S & C ASSOCIATES LLC	2176	21-1078	118.00
<b>01-4170-4210 PROFESSIONAL SERVICES - IDBS</b>			
DIVISION OF BUILDING SAFETY	090121	August 2021 Building Permit Fees	14,166.25

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4170-6910 OTHER PURCHASED SERVICES</b>			
PERRY'S	C38	PZ Meeting Refreshments	98.94
Total PLANNING & BUILDING:			23,779.24
<b>NON-DEPARTMENTAL</b>			
<b>01-4193-4200 PROFESSIONAL SERVICE</b>			
S & C ASSOCIATES LLC	2168	21-1056	236.00
<b>01-4193-4500 1ST/WASHINGTON RENT</b>			
URBAN RENEWAL AGENCY	5142	Parking Lot Rent- September 2021	3,000.00
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>			
WHITE PETERSON	24892R 063021	24892-020 Personnel Hr2021-01	16,932.92
Total NON-DEPARTMENTAL:			20,168.92
<b>FACILITY MAINTENANCE</b>			
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	821041	Admin Fees August 2021: FSA & HRA	30.58
<b>01-4194-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2109-821044	Bleach for disinfecting coolers for Wagon Days	6.29
CHATEAU DRUG CENTER	2438317	Dust face mask	3.99
GEM STATE PAPER & SUPPLY	1058085	Paper Supplies	307.23
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
OHIO GULCH TRANSFER STATIO	188147	Dump	9.00
UNITED OIL	974327	38950 083121	351.09
<b>01-4194-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	18240	Computer maintenance & support	371.25
LILY & FERN, LLC	4208	Maintenance 511 building	245.83
<b>01-4194-5200 UTILITIES</b>			
CITY OF KETCHUM	AUGUST 2021	1245 August 2021	37.29
CITY OF KETCHUM	AUGUST 2021	9991 August 2021	143.56
CITY OF KETCHUM	AUGUST 2021	9996 August 2021	1,313.41
CITY OF KETCHUM	AUGUST 2021	9996 August 2021	52.26
CITY OF KETCHUM	AUGUST 2021	456 August 2021	2,479.82
CITY OF KETCHUM	AUGUST 2021	532 August 2021	398.00
CITY OF KETCHUM	AUGUST 2021	536 August 2021	152.33
CITY OF KETCHUM	AUGUST 2021	560 August 2021	90.87
CITY OF KETCHUM	AUGUST 2021	1127 August 2021	13.87
CITY OF KETCHUM	AUGUST 2021	192 August 2021	324.00
IDAHO POWER	2203313446 09	2203313446 091021	5.43
<b>01-4194-5300 CUSTODIAL &amp; CLEANING SERVICES</b>			
WESTERN BUILDING MAINTEN	0130999-IN	Monthly Janitorial Service for Aug 2021	5,228.12
<b>01-4194-6000 REPAIR &amp; MAINT-AUTOMOTIVE EQUI</b>			
RIVER RUN AUTO PARTS	6538-169676	Brake fluid & Motor Oil	60.79
<b>01-4194-6950 MAINTENANCE</b>			
A.C. HOUSTON LUMBER CO.	2109-820873	fasteners for bench plaque	.72

Vendor Name	Invoice Number	Description	Net Invoice Amount
A.C. HOUSTON LUMBER CO.	2109-824231	2G wall plate toggle rocker	1.29
MOSS GARDEN CENTER	199231	G&B Premium Top Soil	11.18
PIPECO, INC.	S4221918.001	Hose bibb aqualine 3/4" for bike park	5.17
PIPECO, INC.	S4332093.001	Falcon rotor parts for soccer field	200.77
PIPECO, INC.	S4335637.001	Falcon rotor parts for soccer field	803.08
PIPECO, INC.	S4339611.001	Rotor rainbird & bushings	18.91
PLATT ELECTRIC SUPPLY	2A39721	timer switch and wall plate	28.21
SILVER CREEK SUPPLY	0004764203-00	Balance due on Invoice	54.45
Total FACILITY MAINTENANCE:			12,748.79

**POLICE****01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	821041	Admin Fees August 2021: FSA & HRA	9.80
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**01-4210-3100 OFFICE SUPPLIES & POSTAGE**

CHATEAU DRUG CENTER	2445065	Batterys	8.54
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**01-4210-3500 MOTOR FUELS & LUBRICANTS**

UNITED OIL	974341	39060 083121	124.28
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**01-4210-3600 COMPUTER SOFTWARE**

CALE AMERICA, INC.	165474	August 2021 Active Meters	165.00
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**01-4210-4200 PROFESSIONAL SERVICES**

KETCHUM COMPUTERS, INC.	18241	Monthly Maintenance	1,039.50
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Total POLICE:

1,347.12

**FIRE & RESCUE****01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	CP294193	Claims Paid August 2021: HRA	579.28
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**01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	821041	Admin Fees August 2021: FSA & HRA	75.05
NBS-NATIONAL BENEFIT SERVI	CP294193	Claims Paid August 2021: HRA VISION	163.00

**01-4230-3200 OPERATING SUPPLIES FIRE**

A.C. HOUSTON LUMBER CO.	2109-824580	20A/125V Lock Plug Female End	11.69
A.C. HOUSTON LUMBER CO.	2109-824595	20A/125V Lock Plug Female End - Return Wrong part ordered	11.69-
A.C. HOUSTON LUMBER CO.	2109-824597	20A/250V Lock Plug Female End	5.85
ATKINSONS' MARKET	08341235	Coffee	27.54
BUSINESS AS USUAL INC.	155876	Stretch Wrap for moving	67.50
BUSINESS AS USUAL INC.	156268	Office Supplies	25.25
CHATEAU DRUG CENTER	2444209	Cleaners	4.74
CONSOLIDATED ELECTRICAL DI	3755-1014533	250' Cord	150.00
GEM STATE PAPER & SUPPLY	1057547	Cleaaning supplies for new station	103.64
US BANK	4977 082521	Tape for Label Maker	26.53
US BANK	4977 082521	Spot 350 Heahlamp	1,438.20
US BANK	4977 082521	GoToMeeting	9.50
CURTIS TOOLS FOR HEROES	INV525201	Class B Shirts	2,250.74

**01-4230-3210 OPERATING SUPPLIES EMS**

A.C. HOUSTON LUMBER CO.	2109-824597	20A/250A Lock Plug Female End	5.84
ATKINSONS' MARKET	08341235	Coffee	27.54
BUSINESS AS USUAL INC.	155876	Stretch Wrap for Moving	67.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
BUSINESS AS USUAL INC.	156268	Office Supplies	25.25
CHATEAU DRUG CENTER	2444209	Cleaning Supplies	4.74
CONSOLIDATED ELECTRICAL DI	3755-1014533	250' Cord	150.00
GEM STATE PAPER & SUPPLY	1057547	Cleaning Supplies for new station	103.64
NORCO	32781931	54794 081121	162.86
NORCO	32933977	52355 073121	36.27
NORCO	32935038	54794 083121	229.40
US BANK	4977 082521	Tape for Label Maker	26.53
US BANK	4977 082521	GoToMeeting	9.50
HENRY SCHEIN	96848884	Medical Supplies	249.80
HENRY SCHEIN	98368456	Medical Supplies	135.00
HENRY SCHEIN	98368456	Drugs	118.28
HENRY SCHEIN	98413103	Drugs	301.75
HENRY SCHEIN	98435115	Drugs	117.32
<b>01-4230-4900 TRAINING/TRAVEL/MTG FIRE</b>			
MARTIN, SETH	090121	Reimbursement for Ford Corkscrew Fire Deployment	1,928.17
<b>01-4230-4910 TRAINING EMS</b>			
IDAHO DEPT. OF HEALTH & WEL	4672	ALS License Renewal - Seth Martin	25.00
US BANK	4977 082521	AIARE Refund	20.00-
<b>01-4230-4920 TRAINING-FACILITY</b>			
IDAHO POWER	2224210258 09	2224210258 090821	24.81
COX BUSINESS	047339201 090	047339201 090721	99.79
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
MTE COMMUNICATIONS	056983 09/01/2	056983 09/01/21	15.13
VERIZON WIRELESS	9886986495	842054354 082321	303.75
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T New CAD system/Monthly Bill	45.49
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
MTE COMMUNICATIONS	056983 09/01/2	056983 09/01/21	15.12
VERIZON WIRELESS	9886986495	842054354 082321	303.74
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T New CAD system/Monthly Bill	45.48
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11925699	5109 091321	10.84
CHATEAU DRUG CENTER	2440920	Fluid for Ambulance 21, T1 and E101	18.36
LES SCHWAB	11700708188	Valve Stem Extensin on Chief's car	119.99
LUTZ RENTALS	123277-1	Rental - Pipe die, handle, cutting oil	18.36
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11925699	5109 091321	10.84
CHATEAU DRUG CENTER	2440920	Fluid for Ambulance 21, T1 and E101	9.18
RIVER RUN AUTO PARTS	6538-169892	Battery for Amb 21	319.90
<b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
US BANK	4977 082521	Batteries	68.10
CURTIS TOOLS FOR HEROES	INV521688	SCBA Annual Maintenance and Testing	1,898.00
<b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
US BANK	4977 082521	Batteries	68.10
Total FIRE & RESCUE:			12,026.19

STREET

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP294193	Claims Paid August 2021: HRA	184.84
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	821041	Admin Fees August 2021: FSA & HRA	53.77
NBS-NATIONAL BENEFIT SERVI	CP294193	Claims Paid August 2021: HRA VISION	114.52
<b>01-4310-3200 OPERATING SUPPLIES</b>			
ATKINSONS' MARKET	09552888	5 bags of ice for Wagon Days set up	10.55
NAPA AUTO PARTS	072772	welding helmet	4.99
<b>01-4310-3400 MINOR EQUIPMENT</b>			
A.C. HOUSTON LUMBER CO.	2109-826590	parts for street traffic counters	23.08
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
WEX BANK	73703120	0464-00-747801-9 - Sinclair Fuel	208.70
<b>01-4310-4200 PROFESSIONAL SERVICES</b>			
S. ERWIN EXCAVATION INC	21-697	Chip Hauling	2,700.00
IDAHO POWER	2280721024 09	Payment for Plow Damage to Idaho Power Facilities	11,054.24
KETCHUM COMPUTERS, INC.	18240	Computer maintenance & support	340.50
DICK YORK'S AUTO SERVICE	89849	Car Towing - Cleared for Chip Seal	125.00
BIGHORN TRAFFIC SERVICES	B4798	Chip Seal Flagging services	15,273.25
<b>01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
DOMKE, RON	09102021	Meal Reimbursement for trip to SDakota Ore Wagon pick up	47.97
<b>01-4310-5200 UTILITIES</b>			
CITY OF KETCHUM	AUGUST 2021	9999 August 2021	145.76
CITY OF KETCHUM	AUGUST 2021	9993 August 2021	90.62
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
COLOR HAUS, INC.	251109	Grey Paint for #19 Geovac	11.46
LES SCHWAB	11700693189	Flat tire repair & O-ring for #966B loader	79.00
NAPA AUTO PARTS	068977	Hoses for hydraulic change over	6,047.47
NAPA AUTO PARTS	071419	Credit for weatherhead change over	4,473.39-
NAPA AUTO PARTS	071704	Blue Def for #47 Crew Cab	7.99
NAPA AUTO PARTS	071794	Credit for core deposit starter core for #31 Eagle	61.73-
JACKSON GROUP PETERBILT	251821	air can for dumptrucks	653.33
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11923373	5831 090321	38.87
ALSCO - AMERICAN LINEN DIVI	LBO11925233	5292 091021	38.87
NORCO	32693973	53271 073121	234.05
NORCO	32934055	53271 083121	234.05
TREASURE VALLEY COFFEE INC	216007844108	Coffee & suppliles	70.55
<b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
COLOR HAUS, INC.	251218	1 black paint for detour signs	5.73
ECONO SIGNS LLC	10-969736	30x30 Custom signs qty 4 black on yellow No Thru Street	447.40
K & T STEEL CORP.	0019237-IN	Street sign posts	739.00
<b>01-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	2200059315 09	2200059315 091021	5.31
IDAHO POWER	2200506786 09	2200506786 091021	6.26
IDAHO POWER	2201174667 09	2201174667 091021	10.73
IDAHO POWER	2202627564 09	2202627564 091021	8.78

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO POWER	2205963446 09	2205963446 091021	49.24
PLATT ELECTRIC SUPPLY	1X44039	Lift gate plus Platt markup for bollard bases	69.98
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
A.C. HOUSTON LUMBER CO.	2109-824802	Bright duplex nails 1 3/4 & 4x8-3/8 CD EXT for curb & gutter at new City Hall	41.18
ANDERSON ASPHALT PAVING IN	358	Asphalt 3.66 tons picked up Aug 2021	457.50
ANDERSON ASPHALT PAVING IN	358	Material dumped 116.79 tons Aug 2021	817.53
COLOR HAUS, INC.	251089	Paint Roller & Road Paint for bike path on Spruce St.	126.83
COLOR HAUS, INC.	251120	Road Paint for bike path at Spruce St	106.47
IDAHO ASPHALT SUPPLY, INC.	5-475271	Chip Seal CRS-2R	11,286.98
IDAHO ASPHALT SUPPLY, INC.	5-475272	Chip Seal CRS-2R	12,566.37
IDAHO ASPHALT SUPPLY, INC.	5-475273	Chip Seal CRS-2R	12,133.69
IDAHO ASPHALT SUPPLY, INC.	5-475274	Chip Seal CRS-2R	12,708.11
IDAHO ASPHALT SUPPLY, INC.	5-477434	Credit for unused chip seal oil	2,696.79-
IDAHO TRAFFIC SAFETY INC	193878	Paint striping per contract 20598	62,891.87
IMPERIAL ASPHALT LLC	4714	Two pallets of crack seal	3,023.85
JOHNNY B TRANSPORT	0475271	Chip Seal	6,179.72
JOHNNY B TRANSPORT	0475273	Chip Seal Oil transport, demurrage, fuel surcharge	1,572.60
JOHNNY B TRANSPORT	0475274	Chip Seal Oil transport, demurrage, fuel surcharge	2,045.90
JOHNNY B TRANSPORT	0477434	Chip Seal Oil transport, fuel surcharge	157.43
LUTZ RENTALS	123390-1	Concrete mixer for curb & gutter at new City Hall	40.18
SUNSEAL, LTD	1339	4504 linear feet of striping, handicapped spaces, fire lane stencil	3,212.08
Total STREET:			161,272.24
<b>RECREATION</b>			
<b>01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP294193	Claims Paid August 2021: HRA	858.60
<b>01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	821041	Admin Fees August 2021: FSA & HRA	16.50
<b>01-4510-3250 RECREATION SUPPLIES</b>			
US BANK	7926 082521	Guide Gratuity for Raft Trip	200.00
US BANK	7926 082521	Half Day Upper Salmon Raft Trip	609.50
US BANK	7926 082521	Baumiga Slip & Slide	89.97
US BANK	7926 082521	Half Day Upper Salmon Raft Trip	402.80
US BANK	7926 082521	Half Day Upper Salmon Raft Trip	402.80
US BANK	7926 082521	1700 Pack Water Balloons, 3 Packs Kiddie Pool	43.98
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
ATKINSONS' MARKET	04084982	Concessions	72.15
ATKINSONS' MARKET	05452469	Concessions	106.82
ATKINSONS' MARKET	06535373	Concessions	37.29
ATKINSONS' MARKET	08323467	Concessions	22.60
ATKINSONS' MARKET	08323469	Refund concessions	25.40-
ATKINSONS' MARKET	08323470	Concessions	13.96
ATKINSONS' MARKET	6536783	Concessions	53.66
US BANK	7926 082521	Ice Cream	37.18
US BANK	7926 082521	Food at Smiley Creek Lodge	68.60
US BANK	7926 082521	Ice Cream	15.15
US BANK	7926 082521	Leroy's Ice Cream	44.85
<b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	974173	37268 083121	68.81
US BANK	7926 082521	Gas at Smiley Creek Lodge	34.34



Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4510-4200 PROFESSIONAL SERVICE</b>			
KETCHUM COMPUTERS, INC.	18240	Computer maintenance & support	243.00
Total RECREATION:			3,417.16
Total GENERAL FUND:			260,483.08
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			
<b>02-4530-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2109-821029	Stakes and Caution Tape	18.14
ATKINSONS' MARKET	0001040409942	Ice, Gallon Zip-Loc Bags	19.47
ATKINSONS' MARKET	08341666	Food, Bathroom Cleaner, Ice Cubes	59.56
COPY & PRINT, L.L.C.	108763	Wagon Days - Posters, Foam, Spray Mount	222.39
COPY & PRINT, L.L.C.	108806	Wagon Days- Certificates	24.98
COPY & PRINT, L.L.C.	108864	Wagon Days- Poster Tape, Brochure Holders	31.65
THAT'S ENTERTAINMENT	20992-2	Folding Tables	106.92
<b>02-4530-3250 SOUVENIRS SUPPLIES</b>			
COPY CENTER LLC	1907	Wagon Days Posters	472.50
<b>02-4530-4210 PARADE PARTCPNT/FIDDLERS/POETS</b>			
SWAINSTON, MIKE	WAGON DAY	Wagon Days Wagon	450.00
BOGGS, LISA	WAGON DAY	WAGON DAY PARTICIPANT	450.00
ST. CLAIR, SAM	WAGON DAY	WAGON DAYS PARTICAPANTS	590.00
<b>02-4530-4220 GRAND MARSHAL DINNER</b>			
WOOD RIVER SUSTAINABILITY	157	Grand Marshall Dinner 9/4/21	2,160.00
<b>02-4530-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
COPY CENTER LLC	1895	Wagon Days Flyers	612.50
SNEE, MOLLY	2113	Wagon Days work	1,425.00
WOOD RIVER MEDIA	MC-121081619	Wagon Days Radio Ads	520.00
Total WAGON DAYS EXPENDITURES:			7,163.11
Total WAGON DAYS FUND:			7,163.11
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-7200 TECHNOLOGY UPGRADES</b>			
CASELLE, INC.	111823	Caselle Support & Maintenance for 10/21	2,204.00
<b>03-4193-7400 COMPUTER/COPIER LEASING</b>			
GREAT AMERICA FINANCIAL SE	29969253	016-1147509-000 062521 August 2021	2,089.00
DELL FINANCIAL SERVICES	81004946	001-8998447-006	11.30
Total GENERAL CIP EXPENDITURES:			4,304.30
Total GENERAL CAPITAL IMPROVEMENT FD:			4,304.30
<b>STREET CAPITAL IMPROVEMENT FND</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>05-1515-0000 ORE WAGON REST US BANK #2333</b>			
HANSEN WHEEL & WAGON SHO	11382	Lewis Coach repair balance due	7,267.50
Total :			7,267.50
Total STREET CAPITAL IMPROVEMENT FND:			7,267.50
<b>ORIGINAL LOT FUND</b>			
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6080 MOUNTAIN RIDES</b>			
MOUNTAIN RIDES	11608	Monthly Installment 09/21	39,083.26
Total ORIGINAL LOT TAX:			39,083.26
Total ORIGINAL LOT FUND:			39,083.26
<b>FIRE CONSTRUCTION FUND</b>			
<b>FIRE FUND EXP/TRNFRS</b>			
<b>42-4800-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	18240	Computer maintenance & support	3,017.25
S & C ASSOCIATES LLC	2149	19-1041	295.00
S & C ASSOCIATES LLC	2159	21-1023	944.00
<b>42-4800-7800 CONSTRUCTION</b>			
AIRPRO, INC.	IN15516	P.O.#20571 Vehicle Exhaust Removal System	1,700.00
GRAINGER, INC., W.W.	9045846475	Plugs and cable for new station	188.58
LUTZ RENTALS	123329-1	Forklift- to move Air Compressor	94.72
LUTZ RENTALS	123469-1	Trailer	54.00
RIVER RUN AUTO PARTS	6538-170045	New Station Air System	22.68
US BANK	4977 082621	Credit - Entered on wrong account number	3,339.00
CURTIS TOOLS FOR HEROES	INV521638	Fire Station Construction	1,903.50
Total FIRE FUND EXP/TRNFRS:			4,880.73
Total FIRE CONSTRUCTION FUND:			4,880.73
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	821041	Admin Fees August 2021: FSA & HRA	26.05
<b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
BUSINESS AS USUAL INC.	155517	Folio	34.95
BUSINESS AS USUAL INC.	156027	Dry Erase Board	385.00
<b>63-4340-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	77898	Postage & Mailings	434.91
<b>63-4340-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2109-823462	Sandpaper	1.78
ALSCO - AMERICAN LINEN DIVI	LBO11921494	5192 082721	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11925238	5192 091021	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11925242	5493 091021	53.98
GO-FER-IT	105800	292 083121	46.00
PIPECO, INC.	S4343221.001	Blue Flags, Blue Marking Paint	72.25

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-3250 LABORATORY/ANALYSIS</b>			
MAGIC VALLEY LABS, INC.	21389	Water Testing	566.00
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	974176	37271 083121	478.78
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E266419	55 gal T-Chlor	252.24
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
DIG LINE	0066445-IN	0000167 083121	107.72
KETCHUM COMPUTERS, INC.	18240	Computer maintenance & support	222.75
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087255045 09	2087255045 090421	60.84
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
GRAINGER, INC., W.W.	9045863215	Heavy Duty Top Chest	872.38
RIVER RUN AUTO PARTS	6538-169981	Wrench Sets, Jack	790.84
RIVER RUN AUTO PARTS	6538-169988	Wrench Sets	347.98
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
BROOKS WELDING	14458	Round Washer Plate	438.67
CENTURY LINK	2087250715 09	2087250715 090421	124.83
FERGUSON ENTERPRISES, LLC	0781142	Meter Boxes, Lids, Insulated Pads	2,426.38
FERGUSON ENTERPRISES, LLC	0794235	Meter Boxes, Lids, Insulated Pads	3,337.71
FERGUSON ENTERPRISES, LLC	0795357	Omni Meters, Meter Flags	3,892.89
GRAINGER, INC., W.W.	9044523133	Manual Threader Die Head	183.19
SENTINEL FIRE & SECURITY, IN	68916	2656 - 10th Street	64.00
USA BLUEBOOK	724998	Injection Check Valves, Pump Tubes	825.01
Total WATER EXPENDITURES:			16,101.49
Total WATER FUND:			16,101.49
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP294193	Claims Paid August 2021: HRA	470.15
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	821041	Admin Fees August 2021: FSA & HRA	29.65
<b>65-4350-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	77898	Postage & Mailings	652.37
<b>65-4350-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11921494	5192 082721	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11921496	5292 082721	120.56
ALSCO - AMERICAN LINEN DIVI	LBO11925238	5192 091021	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11925240	5292 091021	120.56
GEM STATE PAPER & SUPPLY	1057310	Gloves, Disinfectant	211.32
GEM STATE PAPER & SUPPLY	1057310-01	Paper Supplies	89.90
TREASURE VALLEY COFFEE INC	2160 07605718	Coffee & Tea	70.44
US BANK	9642 082521	Duluth Trading Co.	139.00
US BANK	9642 082521	Discharge Hoses	501.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
PRODUCTIVITY PLUS ACCOUNT	IV17576	Acct#5043 9311 1300 8217 Revolving Credit	40.60
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	561128	37270 082321	221.70
UNITED OIL	974175	37270 083121	1,158.55
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
ANALYTICAL LABORATORIES, I	84128	chemicals	1,542.42
KETCHUM COMPUTERS, INC.	18240	Computer maintenance & support	222.75
CITY OF HAILEY	111844057	WW- Contribution HDR Biosolids Composting Study	2,648.00
S & C ASSOCIATES LLC	2150	19-1063	118.00
<b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	9642 082521	Id. Rural Water Association Members, Frank Suwanrit & Zach Hoefer	240.00
US BANK	9642 082521	Id. Rural Water Association Member	120.00
US BANK	9642 082521	Id. Rural Water Association/Training	120.00
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
NAPA AUTO PARTS	071138	Various Circuits	28.65
NAPA AUTO PARTS	073136	Mirror Bracket	4.27
RIVER RUN AUTO PARTS	6538-170050	STT Lamp	12.03
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
HACH	12614822	Convertible ORP Sensor	317.00
PIPECO, INC.	S4342777.001	Galvanized Piping	71.72
PIPECO, INC.	S4343752.001	Galvanized Nipple	33.70
PIPECO, INC.	S4344789.001	Teflon Tape, Galv. Nipple	5.26
PIPECO, INC.	S4345735.001	RETURNED: Galvanized Piping	10.78-
PLATT ELECTRIC SUPPLY	1W87870	Supplies	14.64
PLATT ELECTRIC SUPPLY	1X38151	Clearglide OT	20.80
STANDARD PLUMBING SUPPLY	NDNH45	Supplies	246.82
US BANK	9642 082521	Chemical Tubing, Versilon Plasticizer-Free TBG 1/4 x 3/8	163.76
US BANK	9642 082521	Backflow Parts	36.30
US BANK	9642 082521	IDSR-250 Power-Pro IndicatorTime-Delay Littlefuse Fuse 250AMP	154.26
US BANK	9642 082521	Watts Regulator LF919-2 Inch Reduced Pressure Zone Backflow	629.95
AAF INTERNATIONAL	91706340	Biocel I (Type DHF)	632.71
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
DIG LINE	0066445-IN	0000167 083121	107.72
US BANK	9642 082521	YTX9 BS Battery Maintenance	26.99
US BANK	9642 082521	Dewalt Drive SocketSet, Tekton 1/2 inch Drive Click torque Wrench	80.03
Total WASTEWATER EXPENDITURES:			11,467.16
Total WASTEWATER FUND:			11,467.16
<b>PARKS/REC DEV TRUST FUND</b>			
<b>PARKS/REC TRUST EXPENDITURES</b>			
<b>93-4900-6000 GUY COLES SKATE PARK</b>			
BIG WOOD LANDSCAPE, INC.	25252	Skate Park Improvements	8,125.60
<b>93-4900-7300 KETCH'EM ALIVE</b>			
DICK YORK'S AUTO SERVICE	89808	Car Towing - Cleared for Ketchum Alive	125.00
Total PARKS/REC TRUST EXPENDITURES:			8,250.60

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total PARKS/REC DEV TRUST FUND:			8,250.60
<b>ESSENTIAL SERVICES FAC. TRUST</b>			
<b>ESF TRUST EXPENDITURES</b>			
<b>95-4193-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	18240	Computer maintenance & support	945.00
S & C ASSOCIATES LLC	2162	20-1069	59.00
<b>95-4193-7201 FUTURE ESF CITY HALL</b>			
SYSTEM TECH	E02855-1	Structured Cabling System - Progress Invoice 9/1-9/30	53,908.88
Total ESF TRUST EXPENDITURES:			54,912.88
Total ESSENTIAL SERVICES FAC. TRUST:			54,912.88
Grand Totals:			413,914.11

## 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

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve P.O. #20710 for ICRMP Insurance Renewal for the Annual Policy Period – 10/1/21 to 9/30/22.**

Recommendation and Summary

Staff requests Council authorize the mayor’s signature on P.O. #20710, approving the minimum payment of \$66,602.00, to renew the City Public Entity Multi-Line Insurance Policy.

**“I move to authorize the Mayor to sign P.O. #20710, approving the minimum payment of \$66,602.00, to renew the City Public Entity Multi-Line Insurance Policy.”**

Annual Public Entity Multi-Line Insurance Policy Financial Detail

The minimum payment is required as a renewal installment on the Annual Premium.

Minimum Payment	Annual Cost
\$66,602.00	\$133,204.00

Direct Contact

ICRMP and its staff provide Idaho City Policy Holders direct access to Sales, Claims and Service functions. This policy will renew with direct access privilege, reducing total annual Insurance costs by 8%.

Annual Cost Savings
\$10,656.32

Respectfully,

*Tara Fenwick*

Tara Fenwick  
City Clerk

Attachments:

- Multi-line Policy
- Billing

**SUMMARY OF ICRMP PUBLIC ENTITY POLICY CHANGES  
October 1, 2021 through September 30, 2022**

**A. SECTION II, GENERAL DEFINITIONS**

**Item 1: A. (14.) *Mobile Equipment* – CLARIFY**

Adopted the definition from standardized commercial property insurance to clarify those items it applies.

**Item 2: A. (18.) d. *Pollutant* – CLARIFY**

Added clarity that item d. is a stand-alone part of the definition as it was formally party of item c.

**B. SECTION V, PROPERTY INSURANCE**

**Item 1: Limit of Indemnification – CLARIFY**

Moved language from the Conditions section to the Property Insurance Provided section to bring clarity to our overall limit of indemnification within this section.

**Item 2: Property Insurance Provided – *Additional Coverages* – CLARIFY**

Moved language from the Conditions to the Property Insurance Provided section to bring clarity that all of the items referenced are additional coverages. Further, added language to each property insurance provided item to clarify it insures against all risks of direct physical loss, unless excluded elsewhere.

**Item 3: Exclusion D. (4.) (b.) – *Standing Timber* – REDUCTION**

Added the term standing timber to excluded item.

**Item 4: Exclusion D. (4.) (i.) – *Levies* - CLARIFY**

Added the term levies to clarify it is a type of earthen dam.

**Item 5: Exclusion D. (4.) (j.) – *Membranes* - CLARIFY**

Added the term “however characterized, with the intent and design” to clarify that we do not intend to provide coverage to any type of membrane as detailed.

**C. SECTION VI – CRIME INSURANCE**

**Item 1: Insuring Agreement – *Surety Bond* – CLARIFY**

Moved the item from Conditions in this section to the Insuring Agreement section to clarify that this Crime section does provide coverage in lieu of a Public Officials Surety Bond as required by Idaho Code 59-804.

**Item 2: Insuring Agreement – *Surety Bond* – REDUCTION**

Specified a limit for the Policy in Lieu of Public Officials Surety Bond of \$50,000 per occurrence, not to exceed \$500,000 in the aggregate for all claims annually within the Declarations pages.

**Item 3: Insuring Agreement – *Notary Bond* – CLARIFY**

Added the term “Notary Bond” to the Surety Bond Insuring Agreement to clarify this is covered under this bond coverage as allowed under Idaho Code 59-804.

**Item 4: Insuring Agreement – *Notary Bond* – REDUCTION**

Specified a sublimit for the Notary Bond for the Policy in Lieu of Public Officials Surety Bond of \$25,000 per occurrence within the Declarations pages. Also added a condition to the Notary Bond coverage, along with a standard exclusion related to the types of Notary Bond claims not covered.

**D. SECTION IX, EMPLOYMENT PRACTICES LIABILITY**

**Item 1: Condition C. (2.) – *Deductible* - REDUCTION**

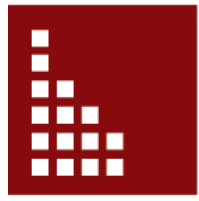
Increased deductible for claims for damages brought forth under this coverage section brought by any employee relating to personnel-related actions. This deductible applies for any claim arising out of wrongful termination, constructive discharge, retaliation, breach of employment contract, violation of due process rights relating to employment and/or any other constitutional or statutory rights, unlawful discrimination, harassment of any type, assault, battery, and/or any claim resulting from or related to any type of unlawful or unfair employment practice. This deductible structure applies whether the alleged damages arise from negligent, intentional or any other type of otherwise wrongful conduct. However, these deductibles will be waived if you consult with us before such employment action, including termination or suspension of employment, and has followed all reasonable advice provided by us or an attorney assigned by us with respect to such employment action.

**E. SECTION XV, ENDORSEMENTS**

**Item 1: #5 Cyber Liability Endorsement. – REDUCTION**

Replaced Cyber Liability Endorsement in its entirety in this policy with all new coverage language. The primary change is to the Ransomware limit in that it is being reduced to \$50,000 per claim and in the aggregate annually.





# ICRMP

*Policy Year*

2021-2022

# PUBLIC ENTITY

## Multi-Lines Insurance

## Policy

*Issued for:*

**City of Ketchum**

*Issued by:*

Idaho Counties Risk Management Program

3100 Vista Avenue, Suite 300, Boise, ID 83705

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

[www.icrmp.org](http://www.icrmp.org)

August 26, 2021

TO: City of Ketchum

RE: Terrorism Coverage for Policy Year Effective October 1, 2021

Dear Valued ICRMP Member:

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

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

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

Sincerely,

Sandy Moser  
Underwriting Manager

# PUBLIC ENTITY MULTI-LINES INSURANCE POLICY DECLARATIONS

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

Named Insured:	City of Ketchum
Address:	PO Box 2315 Ketchum, Idaho 83340
Application Date:	August 1, 2021
Policy Number:	41A02097100121
Policy Period:	From: October 1, 2021
	To: October 1, 2022
	<i>Both dates above at 12:01 AM</i>
Member Contribution:	\$144,786
<p><b>NOTICE REGARDING INSURANCE GUARANTY ASSOCIATION</b></p> <p>As required by Article VIII, Section 4 and Article XII, section 4 of the Idaho Constitution and Idaho Code Section 41-3603(10), the ICRMP Program is not a participant in the Idaho Insurance Guaranty Association. As such, ICRMP Subscribers are not responsible for the costs of private insurer insolvencies, nor are they or claimants against them entitled to any of the protections which participation in the Guaranty Association would provide. This notice is provided in cooperation with the Idaho Insurance Guaranty Association. For additional information concerning this notice, contact ICRMP at 208-336-3100.</p>	

**PROPERTY**

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

<i>Insuring Agreements</i>	<i>Limit of Indemnification</i>	<i>Coverage Basis</i>	<i>Deductible</i>
<b><i>Buildings, Structures &amp; Property, Mobile Equipment and Vehicle Physical Damage</i></b>			
<b><u>Sublimits:</u></b>			
Claim Preparation Fees & Expenses	\$100,000	Per covered occurrence.	The first \$2,500 per covered occurrence is applicable to Section V, Insurance Provided 1 and 2, excepting flood and earthquake losses.
Debris Removal	\$2,500,000 (lesser of 25% of property damage, loss or limit shown)	Per covered occurrence.	
Earthquake	\$62,500,000	Per covered occurrence and/or in the Annual Aggregate with all Public Entity members combined in this policy year.	
Employee/Volunteer Property	\$50,000	Per occurrence.	
Evacuation Expenses	\$50,000	Per covered occurrence and/or in the aggregate for multiple occurrences in this policy year.	
Fire Brigade/Extinguishing	\$25,000	Per occurrence.	
Fine Arts	\$1,000,000	Per Covered occurrence and/or in the Annual Aggregate for multiple occurrences in this policy year.	
Flood Type 1*	\$12,500,000	Per Covered occurrence and/or in the Annual Aggregate with all Public Entity members claims combined in this policy year.	
Flood Type 2**	\$62,500,000	Per Covered occurrence and/or in the Annual Aggregate with all Public Entity members claims combined in this policy year.	
Inadvertently Omitted Items	\$2,500,000	Per Covered occurrence and/or in the Annual Aggregate for multiple occurrences in this policy year.	
Increased Cost of Construction	\$10,000,000	Per covered occurrence.	Earthquake: The first \$25,000 per covered occurrence.  *Flood Type 1: The first \$500,000 per building and first \$500,000 per contents per covered occurrence.  **Flood Type 2: The first \$25,000 per covered occurrence.
Landscape Items	\$25,000	Per covered occurrence.	
Newly Acquired Property	\$10,000,000/120 days	Per covered occurrence and within 120 days of acquisition.	
Operational Disruption Expense	\$5,000,000	Per covered occurrence and includes sublimits as listed under heading.	
• Data Restoration	\$250,000	Per covered occurrence and is included in the \$5,000,000 limit.	
• Extra Expense	\$2,000,000	Per covered occurrence and is included in the \$5,000,000 limit.	
• Expediting Expense	\$500,000	Per covered occurrence and is included in the \$5,000,000 limit.	
• Leasehold Interest	\$1,000,000	Per covered occurrence and is included in the \$5,000,000 limit.	
Property in Course of Construction	\$5,000,000	Per covered occurrence.	
Property in Transit	\$1,000,000	Per covered occurrence.	
Protection & Preservation of Property	\$250,000	Per covered occurrence.	
Service Animals	\$25,000	Per covered occurrence.	
Unmanned Aircraft (Drones)	\$50,000	Per covered occurrence.	
Valuable Papers and Records	\$1,000,000	Per covered occurrence and includes sublimits as listed under heading.	
• Data Restoration Related to Valuable Papers and Records	\$250,000	Per covered occurrence and/or in the aggregate for multiple occurrences in this policy year.	

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

<i>Insuring Agreements</i>	<i>Limit of Indemnification</i>	<i>Coverage Basis</i>	<i>Deductible</i>
1. <i>Employee Dishonesty</i>	\$500,000	Per covered occurrence and in the aggregate for all claims annually.	The first \$5,000 of any loss in this section.
2. <i>Loss Inside Premises</i>	\$500,000	Per covered occurrence and in the aggregate for all claims annually.	
3. <i>Loss Outside Premises</i>	\$500,000	Per covered occurrence and in the aggregate for all claims annually.	
4. <i>Policy in Lieu of Public Officials Surety Bond</i>	\$50,000	Per covered occurrence and not to exceed \$500,000 in the aggregate for all claims annually.	
<i>Sublimit Notary Bond</i>	\$25,000	Per covered occurrence.	

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

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

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

<i>Section and/or Insuring Agreements</i>	<i>Indemnification Limit for Covered Claims Brought Pursuant to Title 6, Ch. 9, Idaho Code</i>	<i>Indemnification Limit for All Other Covered Claims</i>	<i>Defense Cost Limit for Covered Claims</i>	<i>Coverage Basis</i>
<p><i>ERRORS &amp; OMISSIONS LIABILITY – SECTION X</i></p> <p align="center"><u><b>CLAIMS MADE COVERAGE</b></u> Retroactive Date: <b>October 1, 2009</b></p> <p>1. <i>Errors &amp; Omissions Liability</i></p>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
<p><i>EMPLOYEE BENEFITS LIABILITY – SECTION XI</i></p> <p align="center"><u><b>CLAIMS MADE COVERAGE</b></u> Retroactive Date: <b>October 1, 2009</b></p> <p>1. <i>Employee Benefits Liability</i></p>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
<p><i>EMPLOYMENT PRACTICES LIABILITY – SECTION XII</i></p> <p align="center"><u><b>CLAIMS MADE COVERAGE</b></u> Retroactive Date: <b>October 1, 2009</b></p> <p>1. <i>Employment Practices Liability</i></p>	\$500,000	\$3,000,000	\$2,000,000	The first \$5,000 per covered claim as detailed within the coverage section. Per covered claim.
<p><i>SEXUAL MOLESTATION/SEXUAL ABUSE LIABILITY – SECTION XIII</i></p> <p align="center"><u><b>CLAIMS MADE COVERAGE</b></u> Retroactive Date: <b>October 1, 2010</b></p> <p>1. <i>Sexual Molestation/Sexual Abuse Liability</i></p>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
<p><i>CHEMICAL SPRAYING ACTIVITIES LIABILITY – SECTION XIV</i></p> <p align="center"><u><b>CLAIMS MADE COVERAGE</b></u> Retroactive Date: <b>October 1, 2009</b></p> <p>1. <i>Chemical Spraying Activities Liability</i></p>	\$500,000	\$500,000	\$500,000	Per covered claim and/or in the aggregate for multiple claims.

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

**SECTION XV – ENDORSEMENTS**

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

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

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## SECTION I - GENERAL INSURING AGREEMENT

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

## SECTION II - GENERAL DEFINITIONS

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- A. Unless otherwise stated or amended in a specific subsequent section or endorsement, the following definitions are applicable to all sections and endorsements of this policy.
1. "**Accident**" means a sudden, unexpected and unintended event.
  2. "**Aircraft**" means any contrivance used or designed to carry people in flight.
  3. "**Bodily Injury**" means physical injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress, or disability sustained by a natural person, including death resulting from any of these. **Bodily Injury** does not include sexual molestation.
  4. "**Damages**" means monetary compensation to be awarded through judgment in a court proceeding or through settlement agreed to by **us** to compensate a claimant for harm suffered.
  5. "**Discrimination**" means any actual or alleged:
    - a. Violation of any employment discrimination law; or
    - b. Disparate treatment of, or the failure or refusal to hire a person because he or she is or claims to be a member of a class which is or is alleged to be legally protected.
  6. "**Employee Benefit Program**" means group life insurance, group accident or health insurance, or group dental, vision and hearing plans, retirement, profit sharing, unemployment insurance, or any other benefit provided that no one other than an employee of the **named insured** may subscribe to such insurance or plans and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements.
  7. "**Employment Sexual Harassment**" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or any other verbal or physical conduct of a sexual nature of a person by another person, or persons acting in concert, which causes harm when:
    - a. Submission to or rejection of such unwelcome conduct is made either explicitly or implicitly a condition of a person's employment, or basis for employment decisions affect a person; or
    - b. Such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creates an intimidating, hostile or offensive work environment.
  8. "**Employment Harassment**" means any actual or alleged harassment, other than **employment sexual harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile or offensive work environment.
  9. "**First Aid**" means the rendering of emergency medical treatment at the time of an **accident** and only when other licensed medical professional care is not immediately available.
  10. "**First Made**" means when **you** first give written notice to **us** that a claim has been made against **you**, but not later than the end of this policy period or any extended reporting period **we** provide. Reports of incidents or circumstances made by **you** to **us** as part of risk management or loss control services shall not be considered notice of a claim.
  11. "**Fungi**" means any organism of the plant kingdom Fungi, which lacks chlorophyll and vascular tissue, including but not limited to, yeast, mold, mildew, rust, smut, mushrooms, spores, mycotoxins, or any other substances, odors, or byproducts arising out of the current or past presence of fungi.

12. "**Insured**" means:
- a. The **Named Insured** and
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor.
13. "**Insured Property**" means the following property as listed on **your schedule of values**, unless excluded elsewhere in this policy, to the extent of the interest in such property:
- a. Real property, including but not limited to buildings, remodeling, installations, and construction in which **you** have an insurable interest.
  - b. Personal Property:
    - (1) Owned by **you**, including **your** interest as a tenant in improvements and betterments; or
    - (2) Of **your** officers and employees on **your** property; or
    - (3) Of others in **your** custody to the extent **you** are under obligation to keep insured for physical loss or damage;
  - c. **Mobile equipment, vehicles, unmanned aircraft system** and watercraft **you** own, rent, or lease.
14. "**Mobile Equipment**" means equipment such as earthmovers, tractors, diggers, farm machinery, forklifts, heavy construction equipment, mobile medical equipment, etc., that even when self-propelled, are not considered **vehicles**.
15. "**Named Insured**" means the public entity identified in the declarations pages of this policy.
16. "**Occurrence**" means an **accident** or a continuous or repeated exposure to conditions which result in **personal injury** or **property damage** during the policy period. All **personal injury** to one or more persons and/or **property damage** arising out of an **accident** or a continuous or repeated exposure to conditions shall be deemed one **occurrence**.
17. "**Personal Injury**" means **bodily injury**, mental anguish, shock, sickness, disease, disability, wrongful eviction, malicious prosecution, humiliation, invasion of rights of privacy, libel, slander or defamation of character, piracy and any infringement of copyright of property, erroneous service of civil papers, assault, battery and disparagement of property.
18. "**Pollutant(s)**" means:
- a. Those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property;
  - b. Any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals and waste, including debris and trash and materials to be recycled, reconditioned or reclaimed;
  - c. Bacteria, **fungi**, mold, mildew, virus, silica;
  - d. Hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.
19. "**Premises**" means any real property or land possessed and controlled by **you** in **your** capacity as a possessor.

20. "**Property Damage**" means physical damage to or destruction of tangible property, including loss of use resulting from such physical damage or destruction.
21. "**Retaliation**" means any actual or alleged wrongful termination or other adverse employment action by any **insured** against a person or persons on account of:
- Assistance, testimony or cooperation with a proceeding or investigation regarding alleged violations of law;
  - Exercise or attempted exercise of rights protected by law;
  - Disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law; or
  - Refusal to violate any law.
22. "**Suit**" means a civil proceeding in which **damages** because of **bodily injury, property damage or personal injury** to which this insurance policy applies are alleged.
23. "**Terrorism**" means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. Terrorism shall also include any act which is verified or recognized by the United States Government as an act of Terrorism.
24. "**Unmanned Aircraft System**" means an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. An unmanned aircraft is a component of an unmanned aircraft system. An unmanned aircraft is an aircraft that is operated without the possibility of direct human intervention from within the or on the aircraft.
25. "**Vehicle**" means any automobile, truck, van, bus, motorcycle or other conveyance licensed for use on public roads.
26. "**We**", "**Us**" and "**Our**" means Idaho Counties Risk Management Program, Underwriters (ICRMP).
27. "**Wrongful Act**" means the actual or alleged negligent performance of a legal duty or responsibility or failure to perform a legal duty or responsibility, or any error, misstatement, act or omission respectively by **you**, performed in a tortious manner pursuant to the Idaho Tort Claims Act or unlawful violations of civil rights pursuant to Federal law arising out of public office or position. **Wrongful act** is not a **wrongful employment practice act**, as defined elsewhere in this policy.
28. "**Wrongful Employment Practice Act**" means any actual or alleged employment-related act or omission in the form of one or more of the following:
- Discrimination**;
  - Employment-related libel, slander, defamation;
  - Employment sexual harassment** or **employment harassment**;
  - Negligent hiring, supervision, training or retention.
  - Retaliation**;
  - Violation of the Family Medical Leave Act;
  - Wrongful discipline, deprivation of career opportunity, or evaluation;
  - Wrongful termination.

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



## SECTION III – GENERAL CONDITIONS

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

5. Loss of or decrease in reinsurance which provided **us** with coverage for all or part of the risk insured;
  6. A determination by the Director of Insurance that continuation of this policy would jeopardize **our** solvency or place **us** in violation of the insurance laws of Idaho or any other state; or
  7. Violation or breach by **you** of any policy terms or conditions other than nonpayment of member contribution.
- b. Nonrenewal.
- (1) If **we** elect to not renew this policy, **we** will mail or deliver to **you** a written notice of intention not to renew at least forty-five (45) days prior to the expiration date of the policy.
  - (2) If notice is not mailed or delivered at least forty-five (45) days before the expiration date of this policy, this policy will remain in effect until forty-five (45) days after notice is mailed or delivered.
  - (3) **We** will not mail or deliver this notice if:
    - (a) **We** have offered to renew this policy; or
    - (b) **You** have obtained replacement coverage; or
    - (c) **You** have agreed in writing to obtain replacement coverage.
5. **Currency.** The member contribution and losses under this insurance are payable in currency of the United States.
6. **Deductibles.** In each case of loss covered by this policy, **we** will be liable only if **you** sustain a loss in a single **occurrence** greater than the underlying limit or the applicable deductible specified in the declarations pages, insuring agreements or endorsements, and only for its share of that greater amount. In the event of any **occurrence** resulting in loss or damage insured against under this policy for which two or more deductibles apply, the total deductible shall not exceed the single largest deductible applicable to the **occurrence**.
7. **Dispute Resolution Procedure.** **You** and **we** agree that it is in **our** mutual interest to have a dispute resolution procedure in order to address potential disputes and disagreements as to whether or not a claim is covered by the terms and conditions of this policy. **You** and **we** agree that the dispute resolution procedure as set out in the Joint Powers Subscriber Agreement currently in force as of the effective date of this policy shall apply to address any potential disputes and disagreements as to coverage.
- a. Inapplicable to Certain Disputes and Disagreements:
- (1) These dispute resolution procedures do not apply to the appraisal condition set forth in the specific conditions applicable to the property Insuring Agreements in section V of this policy, or to the arbitration condition set forth in the specific conditions applicable to the Automobile Liability Insuring Agreements set out in section VII of this policy.
  - (2) These dispute resolution procedures do not apply in any way to **our** decisions regarding terms of claim settlement, claim payment amount, or the claim investigation process.
8. **Duties After Occurrence, Accident, Wrongful Act, Wrongful Employment Practice Act, Claim or Suit.**
- a. **You** must see to it that **we** are notified as soon as practicable of an **occurrence** which may reasonably result in a claim. To the extent possible, notice should include:
- (1) How, when and where the **occurrence, claim, accident, wrongful act, wrongful employment practice act** or **suit** took place;

- (2) The names, addresses and telephone numbers of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the **occurrence, accident, wrongful act, wrongful employment practice act, claim or suit**.
- b. If a claim is made or **suit** is brought against any **insured, you** and any involved **insured** must:
- (1) Immediately send **us** copies of any claims, demands, notices, summonses or legal papers received in connection with the claim, **occurrence, accident, wrongful act, wrongful employment practice act, claim or suit**;
  - (2) See that **we** receive written notice of the claim or **suit** as soon as practicable;
  - (3) Authorize **us** to obtain records and other information, and provide a sworn statement, if requested;
  - (4) Cooperate with **us** in the investigation, or defense of the claim or **suit**, including but not limited to, attendance at hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses; and
  - (5) Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to **you** because of injury or damage to which this Insurance may also apply.
- c. **You** shall not, except at **your** own risk, voluntarily make a payment, assume any obligation, or incur any expense, other than for **first aid**, without **our** consent.
- d. **Your** failure to comply with the foregoing duties shall constitute a material breach deemed prejudicial to **us**, thereby entitling **us** to refuse any coverage for the **occurrence, accident, wrongful act, wrongful employment practice act, claim or suit**, or any duties arising therefrom.
- e. Reports of incidents or circumstances made by **you** to **us** as part of risk management or loss control services shall not be considered notice of a claim.
9. **Extended Reporting Periods.** All coverage sections designated as claims-made are conditioned as follows if this policy is cancelled or not renewed for any reason, other than for non-payment of member contribution or non-compliance with the terms and conditions of this policy:
- a. **We** will provide an Extended Reporting Period of thirty (30) days duration following immediately upon the effective date nonrenewal or cancellation, to apply to a claim brought forth under the applicable coverage section which is **first made** against **you** in writing to **us** but only by reason of a **wrongful act, occurrence, claim or wrongful employment practice act** which first commences and was sustained subsequent on or after the retroactive date set forth in the declarations pages and prior to the effective date of this policy's cancellation or termination, and which is otherwise afforded by all coverages within this policy.
  - b. If, however, this policy is immediately succeeded by a similar claims-made insurance policy with any insurer, in which the retroactive date is the same as or earlier than that shown in the declarations pages of this policy, the succeeding policy shall be deemed to be a replacement of this policy, and the extended reporting period will not apply. Once in effect, an extended reporting period cannot be canceled.
  - c. The extended reporting period does not reinstate or increase the limit(s) of indemnification applicable to any coverages of this policy.
10. **Inspections, Audit and Verification of Values.** **We** shall be permitted, but not obligated, to review or inspect **your** property, operations, records, and books, at any reasonable time. Neither **our** right to make inspections or conduct reviews, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of **you** or others, to determine or warrant that such property or operations are safe or healthful. **We** will have no liability to **you** or any other person because of any inspection or failure to inspect. It is **your** responsibility to disclose accurate statements of value.

11. **Loss Payments.** When it has been determined that **we** are liable under this policy, **we** shall pay losses in excess of the stated deductible up to the limits of indemnification stated in the declarations pages. **Our** obligation to make loss payments shall arise as amounts owed are determined.
12. **Misrepresentation and Fraud.** This policy shall be void in entirety if, whether before or after a loss, you have:
  - a. Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of any **insured**.
  - b. Made any attempt to defraud us; or
  - c. Made any false swearing.
13. **Mitigation.** In the event of a loss covered under this policy, **you** must take all reasonable steps to prevent further loss or damage.
14. **Multiple Insureds, Claims, Suits or Claimants.** The limits of indemnification as stated in the declarations pages is the most we will pay on **your** behalf under this policy regardless of the number of:
  - a. **Insureds**;
  - b. Claims made or **suits** brought; or
  - c. Persons or organizations making claims or bringing **suits**.
15. **No Benefit to Bailee.** **We** will not recognize any assignment or grant any coverage for the benefit of any person, entity or organization holding, storing or transporting **your** property, regardless of any other provision of this policy.
16. **Non-Stacking of Insurance Coverage.** No individual or entity entitled to coverage under any coverage section of this policy shall recover duplicate payment for the same elements of loss under other coverage sections of this policy, or other policies written by **us**.
17. **Non-Stacking of Limits.**
  - a. **Claims Made Coverage – Single Claim.**
    - (1) All claims arising out of the same Errors and Omissions Liability **wrongful act** or a series of related Errors and Omissions Liability **wrongful acts** (Section X); or
    - (2) All claims arising out of the same Employee Benefit Liability **wrongful act** or a series of related Employee Benefit Liability **wrongful acts** (Section XI); or
    - (3) All claims arising out of the same Employment Practices Liability **wrongful employment practice act** or a series of related Employment Practices Liability **wrongful employment practice acts** (Section XII); or
    - (4) All claims arising out of the same Sexual Molestation or Sexual Abuse bodily injury occurrence or a series of related Sexual Molestation or Sexual Abuse bodily injury occurrences (Section XIII); or
    - (5) All claims arising out of the same Chemical Spraying Activities Liability occurrence or a series of related Chemical Spraying Activities Liability occurrences (Section XIV),

shall be treated as a single claim considered **first made** against an **insured** during the policy period or any extended reporting period when the first of such claims is made. Only the affected coverage section's limits of indemnification as stated in the declarations page for that policy period apply to such single claim.

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

such related claims shall be treated as a single claim considered **first made** during the policy period or during any extended reporting period when the first of such covered claims is made. Any claim payment(s) we make with respect to such single claim shall be limited to the coverage section and corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of the policy when the claim was considered **first made**.
- e. **Multiple Coverage Sections – Related Claims; Occurrence Coverage.** If:
- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, providing occurrence-based coverage; and
  - (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
  - (3) Without regard to number of ICRMP policy periods over which the occurrences take place,
 

such related claims shall be treated as a single claim. The date of the first covered occurrence will determine the policy and its respective coverage section applicable to such single claim. Any claim payment(s) we make with respect to such single claim shall be limited to that policy's coverage section and its corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any.
- f. **Multiple Coverage Sections – Related Claims; Claims Made / Occurrence Coverage.** If:
- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, that individually provide claims made coverage or occurrence-based coverages; and
  - (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
  - (3) Without regard to number of ICRMP policy periods over which the acts, errors, omissions, occurrences, events, **accidents** or **wrongful acts** take place,

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

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

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

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

- a. **We** will mail or have delivered to **you** through **your** independent agent, at the last known mailing address, written notice of the following for a subsequent year at least thirty (30) days prior to the expiration date of this policy:
  - (1) A total member contribution increase greater than ten percent (10%) which is the result of a comparable increase in member contribution rates.
  - (2) Changes in deductibles.
  - (3) Reductions in limits of indemnification.
  - (4) Reductions in coverage.
- b. If **we** fail to provide at least thirty (30) day notice, the policy previously provided to **you** shall remain in effect until thirty (30) days after such notice is given or until the effective date of a replacement policy or self-insurance obtained by **you**, whichever occurs first.
- c. For purposes of this provision, notice is considered given on the date of mailing of the notice to **you**. Proof of mailing of conditions of renewal to the last known mailing address of **you** shall be sufficient proof of notice.

#### 19. Other Insurance.

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

20. **Policy Modification.** This policy contains all of the agreements between **you** and us concerning this insurance. **You** or **we** may request changes to this policy. This policy can only be changed by endorsements issued by **us** and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not:
  - a. Create a waiver, or change any part of this policy; or
  - b. Prevent us from asserting any rights under the provisions of this policy.
21. **Reporting Property on Your Schedule of Values.** Coverage is conditioned upon information being entered into the online ICRMP e-Agent website.
22. **Salvage.** The salvage value of **your** damaged property may be credited against the amount **we** pay to replace **your** damaged property if **you** retain said property.
23. **Subrogation/Recovery/Right of Reimbursement.** If **we** make payment under this policy to **you** or on **your** behalf, and **you** or the person or entity for whom payment was made has a right to recover **damages**, **we** will be subrogated to that right. **You** must do whatever is necessary to enable **us** to exercise **our** rights and must do nothing to prejudice **our** rights. **We** may prosecute an action or pursue other lawful proceedings in **your** name for the recovery of these payments, and **you** must cooperate and assist **us** at **our** request. Any recovery from subrogating proceedings, less costs incurred by us in such proceedings, will be payable to you in the proportion that the amount of (1) any applicable deductible and/or (2) any provable uninsured loss, bears to the entire provable loss amount.
24. **Suit Against Us.** No **suit**, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless the following procedures are satisfied:
  - a. As a condition precedent to filing **suit**, **you** have fully complied with all the provisions of this policy and the ICRMP Joint Powers Subscriber Agreement;
  - b. Any **suit** against **us** arising from a claim or loss must be filed within the State of Idaho allowable statute of limitations from the date we take our final action with respect to the claim or loss;
  - c. No one shall have any right to join **us** as a party to any action against an **insured**.
25. **Terms of Policy to Conform to Statutes.** In the event any terms of this policy are determined to be in conflict with the statutes of the State of Idaho, they are hereby amended to conform to such statutes.

## SECTION IV - GENERAL EXCLUSIONS

- A. Unless otherwise stated in a specific subsequent section or endorsement, the following exclusions are applicable to all sections of this policy. This policy does not cover in whole or in part, arising directly or indirectly out of, or resulting from any **personal injury, bodily injury, damages**, claim, **property damage**, damage to **insured property, wrongful act, wrongful employment practice act**, cost, expense or any other type of loss, however characterized for:
1. **Aircraft.** This policy does not cover any claim resulting from or arising out of the ownership, maintenance, use or entrustment to others of any **aircraft**, airfields, runways, or fueling stations related to aviation activities.
  2. **Asbestos, Dioxin or Polychlorinated Biphenyls.** This policy does not cover any claim caused by, resulting from, or contributed to by:
    - a. The use of, sale of, installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, asbestos dust, dioxin or polychlorinated biphenyls; or
    - b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, asbestos dust, dioxin or polychlorinated biphenyls; or
    - c. Any supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with parts a. and b. above; or
    - d. Any obligation of the covered party to indemnify or contribute with any party in connection with parts a., b. or c. above.
  3. **Bids or Estimates.** This policy does not cover any claim arising out of estimates of probable costs, or cost estimates being exceeded, or for faulty preparation of bid specifications or plans.
  4. **Civil and Criminal Penalties.** This policy does not cover any claim resulting from any civil penalties, criminal penalties, fines or obligations to pay for public services rendered where such obligation is imposed or provided for pursuant to any federal, state, or local law, statute, ordinance, or regulation, however characterized, except as expressly provided elsewhere, herein.
  5. **Claims by Members against Past or Present Public Officials.** This policy does not cover the interest of any past or present employee, elected official, or agent arising out of any claim for money **damages**, monetary reimbursement or specific performance brought against such employee, elected official or agent by the **named insured** by whom the public official, employee, elected official or agent was employed or retained. Also excluded are those claims brought by an elected official, or by one appointed to fill an elected position for a **named insured** against another official of the same **named insured**, or the **named insured** itself, arising out of a dispute or interpretation involving the relative governmental authority of the elected officials of the **named insured**.
  6. **Contractual Liability.** This policy does not cover a claim where the alleged harm for which compensation is sought derives from:
    - a. The performance or nonperformance of terms of a contract, whether written, oral or implied, or concerns the measure of payment related to contract performance, derives from fines, penalties or administrative sanctions imposed by a governmental agency, or is generated by intergovernmental determination, calculation, handling or allocation of funds according to the law. The claims for which this policy provides defense and indemnification must arise out of conduct of a tortious nature or be premised upon allegations of unlawful violation of civil rights pursuant to state or federal law.
    - b. The interests of the State of Idaho or the United States Government, or their officers, agents, employees, volunteers, officials or trustees, for their conduct and activities arising out of or in any way related to any written, oral or implied contract or agreement with **you**, or otherwise. Each governmental entity shall be responsible for its own conduct and activities under any contract.



7. **Course and Scope.** This policy does not cover any claim resulting from an act or omission outside the course and scope of employment or any act performed with malice or criminal intent. This exclusion applies regardless of whether any **insured** is actually charged with, or convicted of, a crime.
8. **Cyber Liability.** This policy does not cover:
- a. Any claim, notification costs, **credit monitoring expenses**, forensic expenses, loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data; public relations expenses or any other loss; costs or expenses arising directly or indirectly out of, resulting from, caused by or contributed to by losses related to computer-connected access to and/or computer disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information, except for that data that is required to be disclosed under the Idaho Public Records Act; or
  - b. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility, including but not limited to computer virus. For this exclusion, computer virus shall mean a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'; or
  - c. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set; or
  - d. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the **insured** to conduct business; or
  - e. The failure of any of the following, whether owned by you or others due to the inability of these items to correctly recognize, process, or accept one or more dates or times as their true calendar date or time:
    - (1) Data processing equipment, software, data, or media;
    - (2) Hardware or software-based computer operating systems;
    - (3) Microprocessors;
    - (4) Integrated circuits; or,
    - (5) Any other electronic equipment, computerized equipment, or similar devices;
9. **Eminent Domain.** This policy does not cover any claim arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings, inverse condemnation, annexation, regulatory takings, land use regulation, or planning and zoning activities or proceedings, however any such matters may be characterized, whether such liability accrues directly against **you** or by virtue of any agreement entered into by or on **your** behalf
10. **Employee Benefits.** This policy does not cover any employee benefit related claim:
- a. Arising directly or indirectly out of the failure of any investment in or by any **employee benefit program** including but not limited to stocks, bonds or mutual funds to perform as represented by an **insured** or by any party authorized by an **insured** to offer benefits to employees.
  - b. Arising directly or indirectly out of the negligence, financial failure or breach of contract by any health or employee benefit provider that the **named insured** contracts with to provide employee benefits.

- c. Based upon an **insured's** failure to comply with any law concerning worker's compensation, unemployment insurance, social security or disability benefits.
  - d. Arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.
  - e. For benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.
  - f. For errors in providing information on past performance of investment vehicles or advice given by an **insured** to participate or not to participate in or by any **employee benefit program**.
  - g. Arising directly or indirectly out of insolvency, poor performance, misrepresentation, or any other wrongful conduct of any **employee benefit program** provider.
  - h. For which any **insured** is liable because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.
11. **Employee Defendants in Criminal Actions.** This policy does not cover any obligation of a **named insured** to make payments pursuant to Idaho Code § 6-610A, which provides for the payment of defense costs on behalf of certain employees of governmental entities who are named as defendants in a criminal action.
12. **Fungi.** This policy does not cover any claim caused by, arising out of, contributed to or resulting from or produced by:
- a. Any fungus(i) or spore(s);
  - b. Any solid, liquid, vapor or gas produced by or arising out of any fungus(i) or spore(s);
  - c. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(i) or spore(s);
  - d. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for fungus(i) or spore(s);
  - e. The actual or threatened abatement, mitigation, removal or disposal of fungus(i) or spore(s) or any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(i) or spore(s);
  - f. Any supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with subparagraphs a. through e. above; or
  - g. Any obligation to indemnify or contribute with any party in connection with subparagraphs a. through f. above. For this exclusion fungus(i) includes, but is not limited to, any form or type of mold, mushroom or mildew and spore(s) include any reproductive body produced by or arising out of any fungus(i).
13. **Hostile or Warlike.** This policy does not cover any claim for:
- a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any:
    - (1) Government or sovereign power (de jure or de facto);
    - (2) Military, naval or air force; or
    - (3) Agent or authority of any party specified in (1) or (2) above.

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

- a. Claims of loss or damage between an ICRMP member and another governmental entity wherein there has been no **accident** or allegation of actual **bodily injury** or **property damage**.
  - b. The respective authority of public agencies to use governmental powers, irrespective of the style or nature of such claim.
  - c. The respective duty of public agencies to use governmental powers, irrespective of the style or nature of such claim.
  - d. Intergovernmental disputes or disagreements concerning the exercise of powers or acceptance or assignment of duties by governmental entities to carry out public activities whether **damages** are claimed as a result of such dispute or disagreement, or not.
  - e. Claims in any way related to allocation of financial responsibilities between or among public agencies.
18. **Investigatory, Disciplinary or Criminal Proceedings.** This policy does not cover any claim arising from any investigatory, disciplinary or criminal proceeding against an **insured**, except that **we** may at **our** own option, associate counsel in the defense of any such investigatory, administrative or disciplinary proceeding. Should **we** elect to associate counsel, such election shall not constitute a waiver or estoppel of any rights **we** may have pursuant to the terms, conditions, exclusions and limitations of this policy.
19. **Lead.** This policy does not cover any claim caused by or contributed to by lead as described in parts a. through d. below:
- a. **Bodily injury, property damage** or **personal injury** arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
  - b. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
  - c. Any supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with parts a. or b. of this subsection above; or
  - d. Any obligation to share **damages** with or repay someone else who must pay **damages** in connection with parts a., b. or c. of this subsection.
20. **Miscalculation or Legality of Assessments.** This policy does not cover any claim Involving miscalculation or legality of assessments, adjustments, disbursements, fees, licenses or the collection of taxes, fines or penalties, including those imposed under the Internal Revenue Code or any state or local law, however described.
21. **Nuclear, Chemical and Biological Incident.** This policy does not cover a claim, loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss from:
- a. Nuclear detonation, reaction, radiation, radioactive contamination or hazardous properties of nuclear material of any type, however caused or characterized, including any loss or damage by fire resulting therefrom;
  - b. The dispersal, application or release of, or exposure to, chemical or biological materials or agents that are harmful to property or human health, whether controlled or uncontrolled, or due to any act or condition incidental to any of the foregoing, whether such loss be proximate or remote, or be in whole or in part caused by, contributed to or aggravated by any physical loss or damage insured against by this policy, however such dispersal, application, release or exposure may have been caused.
22. **Opinion, Treatment, Consultation or Service.** This policy does not cover any claim based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service, if such

opinion, treatment, consultation or service was rendered or failed to have been rendered while any **insured** was engaged in any activity for which they received compensation from any source other than as a public entity or an employee of a public entity.

23. **Pollution.** This is an absolute pollution exclusion. It is the intention of **you** and **we** that there is absolutely no coverage arising out of or relating to **pollutants**, however characterized or defined. This policy does not cover any injury, loss, damage, costs, fines, penalties or expenses of any kind directly or indirectly arising out of the actual, alleged or threatened existence, discharge, dispersal, release or escape of **pollutants** or negligence in any way related thereto:
- a. At or from **premises you** now, or in the past, have owned, rented or occupied, including but not limited to **premises** that **you** have operated or managed as an involuntary possessor; or
  - b. At or from any site or location used by or for **you** or others for the handling, storage, disposal, processing or treatment of waste at any time; or
  - c. That at any time involves the transportation, handling, storage, treatment, disposal or processing by or for **you** or any person or organization for whom **you** may be legally responsible:
    - (1) At or from any site or location on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations; or
    - (2) If the **pollutants** are brought on or to the site or location in connection with such operations; or
    - (3) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **pollutants**;
  - d. Whether caused or alleged to have been caused by the **named insured** or any other person, entity or third-party, however characterized; or
  - e. Arising out of any direction, request or order of any governmental agency, court of law, or other authority, that **you** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**, including any and all costs or attorney's fees associated therewith; or
  - f. Arising out of the failure of the **named insured** to prevent or regulate **pollutants** generated or caused by any other person, entity, or third-party, however characterized; and
  - g. This exclusion shall not apply to tear gas or mace as applied by law enforcement personnel within the scope of their duties.
24. **Professional Board.** This policy does not cover any claim for any **insured** arising out of the rendering of or failure to render services as a member of a formal accreditation or similar board or committee of an **insured**, or as a person charged with the duty of executing directives of any such board or committee or officer or director, or other official of any organization, other than the **named insured**. This exclusion does not apply if an **insured** is serving at the direction of or on behalf of the **named insured** and is acting within the scope of their duties as such.
25. **Punitive Damages.** This policy does not cover any claim for exemplary or punitive **damages**, however characterized.
26. **Silica.** This policy does not cover any claim caused by or contributed to by silica as described in paragraphs a. and b. below:
- a. **Bodily injury, property damage, or personal injury** arising out of, resulting from, caused by, or contributed to by silica, exposure to silica or the use of silica, except for road or pedestrian way maintenance applications or operations;
  - b. Any **damages**, loss, cost or expense arising out of any:

- (1) claim or **suit** by or on behalf of any governmental authority or any other alleged responsible party because of, or request, demand, order or statutory or regulatory requirement that any covered party or any other person or entity should be, or should be responsible for:
    - (i) Assessing the presence, absence, amount or effects of silica;
    - (ii) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating silica; or
    - (iii) Responding to silica in any way other;
  - (2) supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with any of the paragraphs a. or b. above; or
  - (3) obligation to share **damages** with or repay someone else in connection with any of the provisions of paragraphs a. or b. above.
27. **Terrorism.** This policy does not cover any claim loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with or any action taken in controlling, preventing, suppressing **terrorism** whether controlled or uncontrolled, proximate or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such **terrorism** is excluded regardless of any other cause or event occurring concurrently or in any sequence with such **terrorism**, whether followed by fire or other perils, and whether certified as **terrorism** or not by the United States government.
28. **Wages.** This policy does not cover any claim for back wages or legal penalties to which an employee is lawfully entitled for work performed, including any claim for wages, **damages**, liquidated damages or any other form of compensation, however characterized, pursuant to, or derived in any way, from an employer's responsibility to comply with the Fair Labor Standards Act or other state or federal statute directing the manner or amount of payment of compensation to employees.
29. **Watercraft.** This policy does not cover any claim involving the ownership, maintenance or use, including loading and unloading, of watercraft over fifty (50) feet in length.
30. **Workers' Compensation and Other Benefits Laws.** This policy does not cover any claim to any obligation for which **you** may be held liable under any workers' compensation, unemployment compensation, disability benefits law, employer's liability, or under any similar federal, state or local law, ordinance, rule or regulation, however characterized, as well as any claim or **suit** by a spouse, domestic partner, child, parent or sibling of an **insured** as a consequence of **personal injury** to an **insured**.

## SECTION V – PROPERTY INSURANCE

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### A. Property Insurance Provided

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

1. **Buildings, Structures and Property.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage, including **terrorism, earth movement and flood**, to **your insured property** provided such loss or damage occurs during the policy period specified in the declaration pages.
  - a. **Additional Coverages.** This section includes various additional coverages for physical loss or damage. These additional coverages below will only apply after coverage is afforded under the insurance provided for buildings, structures, and property. The sublimits stated below are a part of, and do not increase, the combined limits of indemnification of all public entity members collectively. Also, the below sublimited additional coverages are subject to all policy provisions and this section's provisions, including applicable exclusions and deductibles, and apply on a per **occurrence** basis, unless otherwise stated. The additional coverages are as follows:
    - (1) **Claim Preparation Fees and Expenses.** This additional coverage provides for the actual costs **you** incur for reasonable fees payable to **your** accountants, architects, auditors, engineers, or other professionals for producing and certifying any particulars or details contained in **your** books or documents, or such other proofs, information or evidence required by us resulting from an insured loss payable under this section for which **we** have accepted coverage. Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them. Claim preparation fees and expenses are limited to a maximum of \$100,000 per **occurrence**.
    - (2) **Debris Removal.** This additional coverage provides for the reasonable and necessary costs incurred to remove debris from **your insured property** that remains as a direct result of physical loss or damage resulting from an insured loss payable under this section for which **we** have accepted coverage. This additional coverage does not cover the costs of removal of contaminated uninsured property or the contaminant in or on uninsured property whether or not the contamination results from insured physical loss or damage. Contamination includes, but is not limited to, the presence of a **pollutant** or hazardous material. Debris removal expenses are limited to \$2,500,000 or 25% of the loss, whichever is the lesser, per **occurrence**.
    - (3) **Increased Cost of Construction.** This additional coverage provides for the reasonable and necessary costs incurred, described below, to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures, resulting from an insured loss payable under this section for which **we** have accepted coverage provided:
      - a. Such law or ordinance is in force on the date of insured physical loss or damage; and
      - b. Its enforcement is a direct result of such insured physical loss or damage; and
      - c. This additional coverage does not cover any loss due to any law or ordinance with which **you** should have complied before the loss.
      - d. This additional coverage provides for the cost to repair or rebuild the physically damaged portion of such property with materials and in a manner to satisfy such law or ordinance and the cost to:

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



- (4) In addition, there is no coverage for **your** loss of leasehold interest directly resulting from damage to contents or personal property.
- d. The maximum amount we will pay is \$2,000,000 for extra expense loss and is for the reasonable and necessary extra costs incurred by **you** of the following during the **period of restoration** resulting from an insured loss payable under this section for which **we** have accepted coverage and is outlined below:
- (1) Extra expenses to temporarily continue as nearly as **normal** as practicable the conduct of **your** operation and extra costs of temporarily using property or **your** facilities or others;
  - (2) Less any value remaining at the end of the **period of restoration** for property obtained in connection with the above.
- e. Extra expense does not cover:
- (1) Any loss of income.
  - (2) Costs that normally would have been incurred in conducting the operation during the same period had no physical loss or damage occurred.
  - (3) Cost of permanent repair or replacement of property that has been damaged or destroyed.
  - (4) Any expense recoverable elsewhere in this section.
- (6) **Property in the Course of Construction.** This additional coverage provides for projects in the course of construction up to a per occurrence limit of \$5,000,000 for each structure as listed per the **schedule of values** resulting from an insured loss payable under this section for which **we** have accepted coverage. This includes the necessary **soft costs**.
- (7) **Protection and Preservation of Property.** This additional coverage provides for reasonable and necessary costs incurred for actions to temporarily protect or preserve **insured property**, provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such **insured property** resulting from an insured loss payable under this section for which **we** have accepted coverage. For this condition, reasonable and necessary includes, but is not limited to:
- a. Fire department fire-fighting charges imposed as a result of responding to a fire in, on or exposing the **insured property**;
  - b. Costs incurred of restoring and recharging fire protection systems following an insured loss; and
  - c. Costs incurred for the water used for fighting a fire in, on or exposing the **insured property**.
  - d. This additional coverage is subject to the deductible provisions that would have applied had the physical loss or damage occurred.
- (8) **Valuable Papers and Records, and Electronic Data and Media.** This additional coverage provides for physical loss or damage to **valuable papers and records** and **electronic data and media** following physical damage or damage to **insured property** resulting from an insured loss payable under this section for which **we** have accepted coverage. The maximum amount **we** will pay for any one **occurrence** or in the aggregate for multiple **occurrences** is \$250,000 to restore data lost by **you** for an actual interruption of the use of **your computer system** when caused by a covered loss. The maximum amount **we** will pay for all other losses to **valuable papers and records** that are not electronic data or media is \$1,000,000 for any one **occurrence**. This additional coverage excludes loss or damage to property described below:
- a. Currency, money or securities;
  - b. Property held as samples or for sale for delivery after sale;

- c. Errors or omissions in processing, programming or copying unless physical damage not excluded by this policy results, in which event, this coverage will insure only such resulting damage.
  - d. Deterioration, inherent vice, vermin or wear and tear; all unless physical damage not excluded by this policy results, in which event this coverage will only insure such resulting damage.
2. **Mobile Equipment and Vehicle Physical Damage.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** to any **vehicle or mobile equipment** owned by **you**, or any **vehicle or mobile equipment** for which **you** have an obligation to provide adequate insurance because of an ownership or possessory interest, provided such loss or damage occurs during the policy period specified in the declaration pages.
  3. **Landscaping Items.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **your** outdoor trees, shrubs, plants or harvested crops. The most **we** will pay in any one **occurrence** is \$25,000.
  4. **Property of Employees or Volunteers.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement**, and **flood** for damage to **your** employee or volunteer-owned personal property located within **insured property** up to a per **occurrence** limit of \$50,000. Coverage provided shall be secondary to any primary coverage available to employees or volunteers.
  5. **Vehicles or Mobile Equipment Owned by Employees or Authorized Volunteers.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement**, and **flood** for **vehicles** or **mobile equipment** owned by employees or authorized volunteers of the **named insured** while the **vehicles** or **mobile equipment** are being used by the employee or authorized volunteer on official business of the **named insured** up to a per occurrence limit of \$50,000. Coverage provided shall be secondary to any primary coverage available to employees or volunteers.
  6. **Search and Rescue.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement**, and **flood** for **vehicles** or **mobile equipment** owned by employees or authorized volunteers of the **named insured** while the **vehicles** or **mobile equipment** are being used by the employee or authorized when engaged in search and rescue activities when actively participating in search and rescue mobilizations initiated by the Sheriff and is intended to provide primary insurance for that endeavor.
  7. **Property in Transit.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **insured property**, while being transported by **you**, up to a per **occurrence** and/or in the aggregate limit of \$1,000,000 per policy period.
  8. **Unmanned Aircraft System.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** up to \$50,000 per **occurrence** for physical damage to unmanned aircraft (drones) weighing less than 55 pounds, flying at or below 400 feet above ground level, and incapable of travelling more than 100 miles per hour.
  9. **Inadvertently Omitted Property:** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** up to \$2,500,000 of the repair or **functional replacement cost**, whichever is less, for property inadvertently omitted from **your schedule of values**.
  10. **Newly Acquired Property:** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **insured property** rented, leased, purchased, or newly constructed by **you** after the inception date of this policy, but prior to the expiration date. All newly acquired property shall be reported to **us** via the **schedule of values** within one hundred twenty (120) days from the date of acquisition in order for coverage to continue and shall be limited to \$10,000,000

## **B. Definitions Applicable to Property Insurance Provided**

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

1. "**Actual Cash Value**" means the amount it would cost to repair or replace **insured property**, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.
2. "**Computer System**" means a system of computer hardware, software, and associated electronic devices that **you** operate or own.
3. "**Earthquake**" means a shaking or trembling of the earth that is tectonic or seismic in origin.
4. "**Earth Movement**" means any natural or man-made earth movement, including but not limited to **earthquake**, landslides, subsidence or volcanic eruption regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion, or sprinkler leakage resulting from **earth movement** will not be considered to be loss by **earth movement** within the terms and conditions of this section. All **earth movement** within a continuous 168-hour period will be considered a single **earth movement**; the beginning of such period shall be determined by **you**. This definition does not include loss or damage caused by or resulting from **flood**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
5. "**Electronic Data and Media**" means all forms of data, converted data, electronically converted data and/or programs and/or applications and/or instructions and/or media vehicles employed.
6. "**Fine Arts**" means manuscripts; paintings; etchings; pictures; murals; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit excluding **vehicles**, coins, stamps, precious metals, watercraft, **aircraft**, money, or securities.
7. "**Flood**" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
  - a. Flood, or rising waters, waves, tide, or tidal water;
  - b. The unusual and rapid accumulation or runoff of surface water from any source; or,
  - c. Mudslide or mud flow caused by accumulation of water on or under the ground; the overflow of inland or tidal waters outside the **normal** watercourse or natural boundaries;
  - d. The release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom.
  - e. However, physical damage by fire, explosion or sprinkler leakage resulting from **flood** is not considered to be loss by **flood** within the terms and conditions of this section. All flooding within a continuous 168-hour period will be considered a single **flood**; the beginning of such period shall be determined by **you**.
8. "**Flood Insurance Rate Map**" means the official map of a community on which the administrator has designated the special hazards area applicable to the community.
9. "**Functional Replacement Cost**" means the cost of replacing damaged **insured property** with similar property that will perform the same function but may not be identical to the damaged **insured property**.
10. "**Lease Interest**" means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of **your** lease.
11. "**Net Lease Interest**" means that sum which placed at 3% interest rate compounded annually would equal the **lease interest** (less any amounts otherwise payable).

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

**C. Specific Conditions Applicable to Property Insurance Provided**

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

1. **Appraisal.** The appraisal process is available to determine the value of a covered loss but is not available to determine whether a loss is covered.
  - a. If **you** and **we** fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser. Each will notify the other of the appraiser selected within thirty (30) days of such demand. The two appraisers shall first select a competent, disinterested umpire. If the two appraisers fail to agree upon an umpire within thirty (30) days, **you** and **we** shall jointly move to have an umpire selected by a district judge in the State of Idaho to select an umpire. The appraisers shall then identify each item of physical damage or loss and appraise the amount of loss. The appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item and shall state separately the **actual cash value** and **replacement cost** value as of the date of loss and the amount of loss, for each item of physical loss or damage. If the appraisers fail to agree within fourteen (14) days, they shall submit their differences to the umpire.
  - b. The umpire shall review the appraisals prepared by the appraisers selected by **you** and **us** and shall inspect the property prior to preparing the appraisal. The appraisers for **you** and **us** shall be afforded the opportunity to attend the umpire's inspection of the property and provide sufficient input to allow the umpire to understand the nature and reasons for the differences between the appraisals. After inspecting the property and receiving input from the appraisers, the umpire shall identify each item of physical loss or damage and shall appraise the amount of loss for each item. The umpire's appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item and shall state separately the **actual cash value** and **replacement cost** value as of the date of the loss. An award agreed to in writing by any two of the three appraisers will determine the amount of loss. The appraisal award is subject to all terms of the coverage document and may be reduced by the application of a deductible called for by this policy.
  - c. **You** and **we** will each:
    - (1) Pay its chosen appraiser; and
    - (2) Bear equally the other expense of the appraisal and umpire.
    - (3) A demand for appraisal shall not relieve **you** of **your** continuing obligation to comply with the terms and conditions of this policy. **We** will not be held to have waived any of its right by any act relating to appraisal.
2. **Consequential Reduction in Value.** This section covers the reduction in value of insured merchandise that is a part of pairs, sets or components, directly resulting from physical loss or damage insured by this section to other insured parts of pairs, sets or components of such merchandise. If settlement is based on a constructive total loss, **you** will surrender the undamaged parts of such merchandise to **us**.
3. **Deductibles.** In each case of loss covered by this section, **we** will only be liable if **you** sustain a loss in a single occurrence greater than the underlying limit or the applicable deductible listed on the declarations page and only for its share of that greater amount.
  - a. Flood Type 1: As respects buildings or structures wholly or partially situated in a **special flood hazard area** the following deductibles shall apply separately for loss from the peril of **flood**, as covered and defined under the National Flood Insurance Program:
    - (1) For all coverages insured against under this section, if **you** purchase coverage from the National Flood Insurance Program, the deductible shall be the greater of the amount recoverable from the National Flood Insurance Program or the **actual cash value**, not to exceed \$500,000. This deductible shall apply for each building or each structure for real property, and for contents at each building or each structure.
    - (2) For all coverages insured against under this section, if **you** do not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program lapses or is discontinued, the deductible shall be \$ 500,000 at each building or each structure for real property, \$500,000 for contents at each building or each structure, and \$500,000 each for any other **insured property**.
    - (3) If the community is participating in the Emergency Program under the National Flood Insurance Program, \$500,000 as noted within this condition: Deductibles, a. (1) above is replaced with \$100,000. If the

property is eligible for coverage in the Emergency Program, \$500,000 as noted within this condition, Deductible a. (2) is replaced with \$100,000.

- (4) However, these deductibles shall not apply to **insured property** located outside of an area designated as a **special flood hazard area** nor to ensuing physical loss, or damage or destruction not otherwise excluded herein. Further, the deductibles described under this condition, a., paragraphs (1), (2), and (3) above shall apply individually.
  - b. Flood Type 2: For all other **flood** losses, the deductible shall be as stated on the declarations pages at the beginning of this policy.
  - c. As respects losses from other covered losses, a deductible per occurrence for all **insured property** shall be as stated on the declarations pages at the beginning of this policy.
5. **Schedule of Values.** Except for **vehicles**, buildings, other outdoor structures and a summary accounting of all items included as contents within a building, other **insured property** need not be identified in the **schedule of values** if the value of the individual item is less than \$100,000. It is **your** responsibility, working with **your** independent insurance agent or reporting directly to **us** via the **schedule of values**, to make sure all **insured property** valued over \$100,000 is listed on **your schedule of values**. Further, items **you** list on the **schedule of values**, but excluded by the language within this policy, are not covered.
6. **Valuation of Loss.** Adjustment of the physical damage loss amount under this section will be computed as of the date of loss at the insured property, and for no more than your interest in the insured property, subject to the applicable sublimits either stated in the below text or on the declaration pages:
- a. On **mobile equipment**, watercraft, and **vehicles**:
    - (1) The cost to repair or replace the property with new **mobile equipment**, watercraft or **vehicles** of like kind and quality at the time of the loss, if less than or equal to two years from December 31 of the model year.
    - (2) The lesser of the **actual cash value** at the time of the loss or the cost to repair if greater than two years from December 31 of the model year.
    - (3) If not repaired or replaced, the **actual cash value**.
  - b. Stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.
  - c. Property in transit:
    - (1) Property shipped to or on **your** account will be valued at **your** actual invoice. Included in the value are accrued costs and charges legally due. Charges may include **your** commission as selling agent.
    - (2) Property **you** sold and shipped to or for the purchaser's account will be valued at **your** selling invoice amount. Prepaid or advanced freight costs are included.
    - (3) Property not under invoice will be valued at the actual cash market value at the description point on the date of **occurrence** less any charges saved which would have become due and payable upon arrival at destination.
  - d. Finished goods manufactured by **you**, the regular cash-selling price at the **insured property** where the loss happens, less all discounts and charges to which the finished goods would have been subject had no loss happened.
  - e. Raw materials, supplies and other merchandise not manufactured by **you**:
    - (1) If repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property, or

- (2) If not repaired or replaced, the **actual cash value**.
- f. **Fine arts** articles, the lesser of and not to exceed \$1,000,000 per occurrence only if the item cannot be replaced with other like kind and quality:
- (1) The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;
  - (2) Cost to replace the article; or
  - (3) Current market value at time of loss.
  - (4) In the event a **fine arts** article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, **we** will be liable for the lesser of the full value of such pair or set or the amount designated on the **schedule of values**, not to exceed our sublimit as stated above or in the declarations pages. **You** agree to surrender the pair or set to **us**.
- g. **Valuable Papers and Records**, and **Electronic Data and Media**.
- (1) On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:
    - (i) The cost to repair, replace or restore data, programs or software including the costs to recreate research and engineer;
    - (ii) If not repaired, replaced or restored within two years from the date of loss, the blank value of the media.
  - (2) On all other **Valuable Papers and Records**, and **Electronic Data and Media**, the lesser of the following:
    - (i) The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss;
    - (ii) The cost to replace the item.
- h. **Vacant Property**:
- (1) if the building or leased **premises** has been **vacant** for a period of more than ninety (90) consecutive days before the loss or damage occurs, **we** will not pay for any loss or damage caused by any of the following:
    - (i) Vandalism
    - (ii) Sprinkler leakage
    - (iii) Building glass breakage
    - (iv) Water damage
    - (v) Theft, or attempted theft
  - (2) With respect to direct physical loss or damage, other than from caused listed above, and not otherwise excluded by this policy, **we** will reduce the amount **we** would otherwise pay for the loss or damage by 15%.
- i. On all other **insured property**, the loss amount will not exceed the lesser of the following:
- (1) The cost to repair;

- (2) The cost to rebuild or replace on the same site with new materials that are like size, kind and quality;
- (3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;
- (4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;
- (5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.
- (6) The increased cost of demolition, if any, resulting from loss covered by this section, if such property is scheduled for demolition;
- (7) The unamortized value of improvements and betterments, if such property is not repaired or replaced at **your** expense; or
- (8) The **actual cash value** if such property is:
  - (i) Useless to **you**; or
  - (ii) Not repaired, replaced or rebuilt on the same or another site within two years from the date of loss.
- (9) **You** may elect not to repair or replace **insured property** lost, damaged or destroyed. Loss settlement may be elected on the lesser of repair or **replacement cost** basis if the proceeds of such loss settlement are expended on other capital expenditures related to **your** operations within two years from the date of loss. As a condition of collecting on this item, such expenditure must be unplanned as of the date of loss and be made at an **insured property** under this section. This item does not extend to Demolition and Increased Cost of Construction.

7. **Vehicles and Mobile Equipment that are Leased or Rented.** **Vehicles** and **mobile equipment** that are leased or rented to an **insured**, for less than ninety (90) days, and used for official business, are covered under this section and are not required to be listed on the **schedule of values**.

#### **D. Exclusions Applicable to Property Insurance Provided**

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

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



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

- g. Loss from enforcement of any law or ordinance:
    - (1) Regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or
    - (2) Requiring the demolition of any property, including the cost in removing its debris; or
    - (3) except as provided by the conditions of Debris Removal and Increased Cost of Construction additional coverage as listed in the conditions.
3. **With Regard to Property in Course of Construction, we do not cover losses under the Property Insurance Provided of this Section resulting directly or indirectly from:**
- a. Penalties for non-completion of, or delay in, completion of contract or non-compliance with contract conditions, nor for loss of use of occupancy, however caused.
4. **With Regard to specific types of property, we do not cover physical loss or physical damage to the following property:**
- a. All animals and birds, except **your** service animals. For **your** service animals, **our** liability for such loss shall not exceed \$25,000 per **occurrence**, for injury, sickness or death.
  - b. Land, water, standing timber or any other substance in or on land.
  - c. **Aircraft**, spacecraft or satellites.
  - d. Retaining walls not constituting part of a building when loss is caused by ice or water pressure.
  - e. Underground mines, mineshafts or caverns or any property within such mine, shaft or cavern or mining property located below the surface of the ground.
  - f. Any property undergoing insulation breakdown tests.
  - g. Currency, money, precious metal in bullion form, notes, or securities.
  - h. Jewelry, furs, precious metals or precious stones.
  - i. Dams, including earthen dams, levies, canals, reservoirs, ditches, or retaining ponds.
  - j. All liners, or membranes, however characterized, with the intent and design to separate, retain or hold water, sewage, trash, dirt, debris or any other material.
  - k. Roadways, highways, streets, bridges, tunnels, guardrails, pavements, parking lots, curbs, culverts, sidewalks, pathways, pedestrian walkways or other transportation conveyance infrastructure, however characterized.
  - l. Underground pipes or underground wiring.
  - m. Any **mobile equipment, vehicle**, watercraft or other property while participating in any prearranged or organized racing, speed or demolition contest or in any stunting activity, including practice or preparation for any such contest or activity.
  - n. Overhead transmission and distribution lines located more than 1 mile from **your** structures listed on the **schedule of values**.
  - o. Data or fiber optic transmission lines and conduit not contained within walls of **insured property**.
  - p. Equipment used to produce power or gas primarily for distribution to third parties.

q. Loss or damage from any repairing, restoration or retouching process related to ***fine arts***.

## SECTION VI - CRIME INSURANCE

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### A. Insuring Agreements Applicable to Crime Insurance

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

1. **Employee Dishonesty or Fraud.** We agree to pay the **named insured**, or on its behalf, for loss of money, securities and other financial instruments or theft of **your** property by an **employee** sustained by the **named insured** resulting directly from one or more **dishonest or fraudulent acts** committed by an **employee** of the **named insured**, acting alone or in collusion with others.
2. **Loss Inside the Premises.** We agree to pay the **named insured**, or on its behalf, for loss of money and securities of the **named insured** by the actual destruction, disappearance or **wrongful taking** within the **premises**.
3. **Loss Outside the Premises.** We agree to pay the **named insured**, or on its behalf, for loss of money and securities of the **named insured** by the actual destruction, disappearance or **wrongful taking** thereof, outside the **premises** while being conveyed by a **messenger** or any armored motor vehicle company.
4. **Policy in Lieu of Public Officials Surety Bond.** Insurance under this section shall be deemed to provide insurance compliant with the provisions of Idaho Code §59-804 for the terms and responsibilities of public officials or **employees** to the extent required by the Idaho Code bonding requirements for public officials, including notary public.

### B. Definitions Applicable to Crime Insuring Agreements

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

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

7. "**Wrongful Taking**" means an unauthorized conversion or theft of money, securities, money orders, counterfeit currency, depositor's forgery or other financial instruments, whether or not proven in a court of law.

### **C. Specific Conditions Applicable to Crime Insuring Agreements**

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

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

### **D. Exclusions Applicable to Crime Insuring Agreements**

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

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

- c. Any claim for costs, fees or other expenses incurred by the **named insured** in establishing the existence or amount of loss, covered under this section.
- d. Any claim for the funds collected or retained for any state or Federal agency pursuant to requirements established by law or pursuant to a mutual agreement.
- e. Any loss claimed involving conduct that occurred more than two (2) years prior to the date of the claim.
- f. Any loss claimed involving **social engineering financial fraud** from a **social engineering financial fraud loss** or event.

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

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

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

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

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

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

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

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

a. Coverage under this section does not apply to:

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

## SECTION VII – AUTOMOBILE LIABILITY INSURANCE

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### A. Automobile Liability Insuring Agreements

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

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

### B. Definitions Applicable to Automobile Liability Insurance Agreements

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

1. "Insured" means:
  - a. With respect to Insuring Agreement 1, an *insured* or anyone else while in an **insured vehicle** with the permission of the *insured*.
  - b. With respect to Insuring Agreement 2, anyone **occupying** an **insured vehicle** with the permission of the *insured*.
  - c. With respect to Insuring Agreement 3, an *insured* or anyone else while **occupying** an **insured vehicle** with permission of the *insured*.
2. "Insured Vehicle" means a **vehicle** owned by the **named insured** or a non-owned **vehicle** while operated by an *insured* in the course and scope of their duties or such use that is otherwise authorized by the **named insured**.
3. "Medical Expenses" means expenses for necessary medical, surgical, x-ray and dental services, ambulance, hospital, professional nursing and funeral services.



4. "**Occupying**" with regard to Insuring Agreement 2 and 3 of this section means an individual who, at the time of the **accident**, is in physical contact with an **insured vehicle**.
5. "**Underinsured Automobile**" means a **vehicle** for which the sum of liability limits of all applicable liability bonds or policies at the time of an **accident** is less than the limits of indemnification applicable to Insuring Agreement 3 of this section.
6. "**Uninsured Automobile**" means a **vehicle**:
  - a. To which a **bodily injury** liability bond or policy does not apply at the time of the **accident**.
  - b. For which an insuring or bonding company denies coverage or has become insolvent.
  - c. Which is a hit-and-run **vehicle** and neither the driver nor the owner can be identified. The hit-and-run **vehicle** must come in contact with an **insured vehicle**.

**C. Specific Conditions Applicable to Automobile Liability Insurance Agreements**

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

1. **With respect to Insuring Agreements 1, 2 and 3, Auto Liability Insurance of this Section is subject to the following conditions:**
  - a. **Vehicles Owned by Employees or Authorized Volunteers.** A **vehicle** owned by an employee or authorized volunteer of the **named insured** is provided auto liability coverage by this section while the **vehicle** is being used by an employee or authorized volunteer on official business of the **named insured**. This policy shall be deemed secondary to the policy of the employee's or authorized volunteer's personal insurance, which is deemed to be primary insurance. The intent of this special condition shall not be interpreted to extend this policy to a **vehicle** owned by other public or private entities which are made available to the **named insured** or its employees. For these non-owned **vehicles**, the terms and conditions already contained in this policy shall apply. This specific condition does not apply to volunteers engaged in search and rescue activities as coverage is intended to be primary insurance for search and rescue volunteers only when actively participating in search and rescue mobilizations initiated by the county Sheriff.
  - b. **Non-Duplication of Benefits.** There shall be no duplication of payments under this section for Insuring Agreements 1, 2 and 3, respectively, of this policy. Any amounts payable under these respective insuring agreements will be reduced by the amount of any advance payments.
2. **With Respect to Insuring Agreement 2, Automobile Medical Payments Insurance of this Section has the following conditions:**
  - a. **Examinations/Medical Reports.** The injured person may be required to take physical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and other records pertinent to any such claim.
  - b. **Notice of Loss.** As soon as possible, any person making a claim under this Insuring Agreement must give **us** written notice. It must include all details **we** may need to determine the amounts payable.
3. **With Respect to Insuring Agreement 3, Uninsured/Underinsured Motorists Insurance of this Section has the following conditions:**
  - a. **Arbitration.** If **we** and any person entitled to recover under Insuring Agreement 3 fail to agree on the amount of **damages** thereof, the amount shall be settled by arbitration. In that event, each party will select an arbitrator. The two arbitrators will then select a third arbitrator. If they cannot agree upon a third arbitrator within thirty (30) days, both parties can ask a district judge in the State of Idaho to select the third arbitrator. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Written decisions of any two arbitrators will determine the issues and will be binding. The arbitration will take place pursuant to the Uniform Arbitration Act, Idaho Code Title 7, Chapter 9, unless both parties agree otherwise.

Attorney's fees and fees paid to medical and other expert witnesses as part of the arbitration proceeding will not be considered arbitration expenses. These costs and expenses will be paid by the party incurring them.

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

#### **D. Exclusions Applicable to Automobile Liability Insurance Agreements**

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

##### **1. With respect to Insuring Agreements 1, 2 and 3, Auto Liability Insurance of this Section does not apply:**

- a. To any claim, **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
- b. To any claim of **bodily injury** sustained by any person, including an **insured**, engaged in the maintenance or repair of an **insured vehicle**.
- c. To any claim that directly or indirectly benefits any worker's compensation or disability benefits insurer.
- d. For **bodily injury** to anyone eligible to receive benefits which are either provided, or are required to be provided, under any worker's compensation, occupational disease or similar disability law.
- e. To any claim arising out of the operation of **mobile equipment**.
- f. For any **vehicles** owned or leased by a **named insured** when the **vehicle** is being rented or leased to a third party for compensation.
- g. To any person or organization, or to any agent or employee thereof, operating a vehicle sales agency, repair shop, service station, storage garage or public parking place, with respect to any **accident** arising out of the operation thereof.

- h. To any employee with respect to injury to, sickness, disease or death of another employee of the same employer injured in the course of such employment in an **accident** arising out of the maintenance or use of the **vehicle** in the business of such employer.
- i. With respect to any hired **vehicle**, to the owner or a lessee thereof, other than the **named insured**, nor to any agent or employee or such owner or lessee.
- j. To any **bodily injury** resulting from or arising out of the use of a **vehicle** owned by **you** and not insured by **us**.
- k. To any claim for **damages** for **bodily injury** arising out of:
  - (1) Any sexual molestation occurrence that results in a claim or any sexual abuse occurrence that results in a claim; or
  - (2) A series of related sexual molestation occurrences or a series of related sexual abuse occurrences that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
- l. To any claim for **damages** for **personal injury** or **property damage** arising out of:
  - (1) Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
  - (2) Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards with respects to **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies and standards; or
  - (3) Knowingly not complying with any other federal, state or local laws and regulations with respect to **unmanned aircraft system**, including any amendment or addition to such laws and regulations.

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

- a. To **property damage** to property rented to, used by or in the care, custody or control of any **insured**.
- b. To **bodily injury** to any **insured** arising out of or in the course of employment.
- c. To any liability for indemnity or contribution brought by any party for **bodily injury** or **property damage** sustained by any **insured**.

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

- a. To any **bodily injury** arising out of or resulting from the operation of an **insured vehicle** while being used for hire or for a fee with authorization for such use.
- b. To prisoners, inmates, or any other category of persons being detained by an **insured** while being transported by **you**.
- c. For **bodily injury** to any employee, elected official or volunteer eligible to receive any worker's compensation, occupational disease or similar disability law benefits.

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

- a. To any **insured** who enters into a settlement with a third party without **our** written consent.

## SECTION VIII – GENERAL LIABILITY INSURANCE

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### A. Insuring Agreement Applicable to General Liability Insurance

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

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

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

## **B. Definitions Applicable to General Liability Insuring Agreement**

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

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

## **C. Exclusions Applicable to General Liability Insuring Agreement**

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

1. **With Respect to Insuring Agreement 1, General Liability Insurance of this Section does not apply:**
  - a. To any claim, **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
  - b. To any claim from fire suppression liability, government-imposed penalties or fines, however characterized, assessed to pay the costs of suppressing a fire started by **your fire suppression activities** or for the improper discharge of **fire suppression chemicals** will not be covered under this section.
  - c. To **personal injury** or **property damage** resulting from or arising out of the ownership, maintenance, use or entrustment to others of any **vehicle**.
  - d. To any claim for **damages** arising out of law enforcement or jail operations activities or the performance of law enforcement or jail operations duties.
  - e. To **property damage** to property **you** own, rent or occupy; **premises you** sell, give away or have abandoned; property loaned to **you**; and personal property in **your** care, custody and control. This exclusion shall not apply to garagekeeper's liability, as provided in the insuring agreement of this section.
  - f. To any **damages** claimed for any loss, cost or expense incurred by **you** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your** product, **your** work, or the impaired property if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition.
  - g. To any claim or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
  - h. To any claim or **suit** for **personal injury** arising out of the **administration** of an **employee benefit program**.
  - i. To any claim arising out of the failure to supply water, electrical power, fuel, internet or any other utilities.

- j. To any claim for **damages** for **personal injury** arising out of:
- (1.) Any sexual molestation occurrence that results in a claim or any sexual abuse occurrence that results in a claim; or
  - (2.) A series of related sexual molestation occurrences or a series of related sexual abuse occurrences that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
- k. To any claim for **damages** for **personal injury** or **property damage** arising out of:
- (1) Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
  - (2) Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards with respects to **unmanned aircraft system**, including any amendment or addition to such regulations, certifications, rules, procedures, policies and standards; or
  - (3) Knowingly not complying with any other federal, state or local laws and regulations with respect to **unmanned aircraft system**, including any amendment or addition to such laws and regulations.

## SECTION IX – LAW ENFORCEMENT LIABILITY INSURANCE

### A. Insuring Agreement Applicable to Law Enforcement Liability Insurance

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

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

### B. Definitions Applicable to Law Enforcement Liability Insuring Agreement

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

1. **"Jail Operations"** means activities relating to the detention of prisoners, arrestees or detainees at a detention facility, jail, work program, or other facility however described used to hold prisoners, arrestees, or detainees in the charge of an **insured**.
2. **"Personal Injury"** means **bodily injury**, mental anguish, shock, sickness, disease, disability, wrongful eviction, malicious prosecution, humiliation, invasion of rights of privacy, libel, slander or defamation of character, piracy and any infringement of copyright of property, erroneous service of civil papers, assault and battery and disparagement of property. **Personal injury** shall also mean false arrest, false imprisonment, detention, unlawful discrimination and violation of civil rights arising out of law enforcement or **jail operations** activities.
3. **"Wrongful Act"** means the actual or alleged negligent performance of a legal duty or responsibility or failure to perform a legal duty or responsibility, respectively, in a tortious manner pursuant to the Idaho Tort Claims Act or unlawful violations of civil rights pursuant to Federal law arising out of public office or position. **Wrongful act** is not a **wrongful employment practice**, as defined elsewhere.

### **C. Exclusions Applicable to Law Enforcement Liability Insuring Agreement**

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

1. **With Respect to Insuring Agreement 1, Law Enforcement Liability Insurance of this Section does not apply:**
  - a. To any claim, **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
  - b. To **personal injury** or **property damage** resulting from or arising out of the ownership, maintenance, use or entrustment to others of any **vehicle**.
  - c. To **property damage** to property **you** own, rent or occupy; **premises you** sell, give away or have abandoned; property loaned to **you**; and personal property in **your** care, custody and control.
  - d. To any claim or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
  - e. To any claim relating to **wrongful employment acts** of the employment of any person, including threatened, actual or alleged **discrimination** or harassment.
  - f. To any claim for **damages** for **personal injury** arising out of:
    - (1) Any sexual molestation occurrence that results in a claim or any sexual abuse occurrence that results in a claim; or
    - (2) A series of related sexual molestation occurrences or a series of related sexual abuse occurrences that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
  - g. To any claim for **damages** for **personal injury** or **property damage** arising out of:
    - (1) Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
    - (2) Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards with respects to **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies and standards; or
    - (3) Knowingly not complying with any other federal, state or local laws and regulations with respect to **unmanned aircraft system**, including any amendment or addition to such laws and regulations.



## SECTION X - ERRORS AND OMISSIONS INSURANCE CLAIMS MADE ONLY

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### **A. Errors and Omissions Insuring Agreements**

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

1. **Errors and Omissions Liability.** *We* agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this policy period, or any extended reporting period **we** provide, arising out of any **wrongful act** or series of related **wrongful acts** by an **insured** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions. For this insuring agreement, two or more **claims** arising out of a single **wrongful act** or series of related **wrongful acts** shall be treated as a single **claim**.

### **B. Definitions Applicable to Errors and Omissions Insuring Agreement**

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

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

### **C. Specific Conditions Applicable to Errors and Omissions Insuring Agreement**

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

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

### **D. Exclusions Applicable to Errors and Omissions Insuring Agreement**

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

1. **The Errors and Omissions Insuring Agreement 1 of this Section does not cover any claim:**
  - a. Or **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
  - b. Arising out of any dishonest, fraudulent, or criminal **wrongful acts** committed by any **insured** or at the direction of any **insured**.

- c. Arising out of the failure to supply water, electrical power, fuel, Internet or any other utilities.
- d. For which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
- e. Resulting from a continuing **wrongful act** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
- f. Arising out of law enforcement or jail operations activities or the performance of law enforcement or jail operations duties.
- g. For **personal injury** or **property damage**.
- h. To any **claim** for **personal injury** or **property damage** arising out of:
  - (1) Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
  - (2) Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards with respects to **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies and standards; or
  - (3) Knowingly not complying with any other federal, state or local laws and regulations with respect to **unmanned aircraft system**, including any amendment or addition to such laws and regulations.
- i. To any claim for **damages** for **personal injury** arising out of:
  - (1) Any sexual molestation **wrongful act** that results in a claim or any sexual abuse **wrongful act** that results in a claim; or
  - (2) A series of related sexual molestation **wrongful acts** or a series of related sexual abuse **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.

## SECTION XI – EMPLOYEE BENEFIT PROGRAM LIABILITY INSURANCE CLAIMS MADE ONLY

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### A. Employee Benefit Program Liability Insuring Agreement

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

1. **Employee Benefit Program Liability.** We agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** arising against an **insured** which is **first made** in writing to **us** by **you** during this policy period, or any extended reporting period **we** provide, resulting from **wrongful acts** or a series of related **wrongful acts** in the **administration** of **your employee benefit program** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.. For this insuring agreement, two or more **claims** arising out of a single **wrongful act** or series of related **wrongful acts**, or a **personal injury** offense or a series of related offenses, in the **administration** of **your employee benefit program**, shall be treated as a single **claim**.

### B. Definitions Applicable to Employee Benefit Program Liability Insuring Agreement

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

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

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

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

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

**D. Exclusions Applicable to Employee Benefit Program Liability Insuring Agreement**

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

1. **The Employee Benefit Liability Insuring Agreement 1 of this Section does not cover any claim:**
  - a. Or **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
  - b. For which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful act** or **personal injury** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
  - c. Resulting from a continuing **wrongful act** or **personal injury** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
  - d. To any **claim** for **damages** arising out of law enforcement or jail operations activities or the performance of law enforcement or jail operations duties.
  - e. To any claim for **damages** for **personal injury** arising out of:
    - (1) Any sexual molestation **wrongful act** that results in a claim or any sexual abuse **wrongful act** that results in a claim; or
    - (2) A series of related sexual molestation **wrongful acts** or a series of related sexual abuse **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
  - f. For **property damage**.

## SECTION XII – EMPLOYMENT PRACTICES LIABILITY INSURANCE

### CLAIMS MADE ONLY

#### A. Employment Practices Liability Insuring Agreement:

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

1. **Employment Practices Liability.** We agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** by or on behalf of a volunteer, employee, former employee or applicant for employment which is **first made** in writing to **us** by **you** during this policy period or any extended reporting period we provide, arising out of any **wrongful employment practice act** or series of related **wrongful employment practices act** by an **insured** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.. For this insuring agreement, two or more **claims** arising out of a single **wrongful employment practice act** or series of related **wrongful employment practice acts** shall be treated as a single **claim**.

#### B. Definitions Applicable to Employment Practices Liability Insuring Agreement

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

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

#### C. Specific Conditions Applicable to Employment Practices Liability Insuring Agreement

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

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

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

**D. Exclusions Applicable to Employment Practices Liability Insuring Agreement**

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

1. **The Employment Practices Liability Insuring Agreement 1 of this Section does not cover any claim:**
  - a. Or **occurrence, accident** or other covered loss more specifically covered under any other section of this policy.
  - b. For which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful employment practice act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
  - c. Resulting from a continuing **wrongful employment practice act** which commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
  - d. Arising out of law enforcement or jail operations activities or the performance of law enforcement or jail operations duties.
  - e. To any claim for **damages** for **personal injury** arising out of:
    - (1) Any sexual molestation **wrongful act** that results in a claim or any sexual abuse **wrongful act** that results in a claim; or
    - (2) A series of related sexual molestation **wrongful acts** or a series of related sexual abuse **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
    - (3) The above exclusions do not apply to a claim for **damages** arising out of **employment sexual harassment**.
  - f. For **personal injury** or **property damage**.

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

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

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

1. **Sexual Molestation or Sexual Abuse Liability.** We agree to pay on **your** behalf those sums **you** become legally obligated to pay as **damages** arising out of a **sexual molestation or sexual abuse bodily injury claim** or a series of **related sexual molestation or sexual abuse bodily injury claims** which are **first made** in writing to **us** by **you** against an **insured** during this policy period, or any extended reporting period **we** provide, arising out of any **sexual molestation or sexual abuse incident** or a series of **related sexual molestation or sexual abuse** incidents. This insurance applies to **bodily injury** only if:
  - a. The **bodily injury** is caused by a **sexual molestation or sexual abuse** incident or a series of **related sexual molestation or sexual abuse bodily injury** incidents or victims; and
  - b. The **bodily injury** caused by a **sexual molestation or sexual abuse** or a series of **related sexual molestation or sexual abuse bodily injury** incidents or victims did not first occur before the retroactive date shown in the declarations pages or after the end of this policy period; and
  - c. Subject to paragraphs a. and b. of this subsection, Insuring Agreement 1 will only apply if the absolute first **sexual molestation or sexual abuse** occurrence takes place on or after the retroactive date and before the end of this policy period.

All such **sexual molestation or sexual abuse bodily injury**, including all **related sexual molestation or sexual abuse bodily injury**, will be deemed to have occurred at the time of the absolute first **sexual molestation or sexual abuse** and all such **bodily injury** shall be deemed to be a single occurrence whether committed by the same perpetrator or two or more perpetrators acting in concert and without regard to the number of:

- (1) Incidents of **sexual molestation or sexual abuse** taking place thereafter;
- (2) Victims of **sexual molestation or sexual abuse**;
- (3) Locations where the **sexual molestation or sexual abuse** took place;
- (4) ICRMP policy periods over which the acts of **sexual molestation or sexual abuse** took place; or
- (5) Breaches of any legal obligation arising out of any **sexual molestation or sexual abuse**, or suspected or threatened **sexual molestation or sexual abuse**, or breach of duty to any person who was **sexually molested or sexually abused**.

All **claims** arising out of the same **sexual molestation or sexual abuse bodily injury** occurrence, or a series of **related sexual molestation or sexual abuse bodily injury** occurrences, shall be treated as a single **claim** considered **first made** against an **insured** and reported in writing to **us** during the policy period or any extended reporting period when the first of such **claims** is made. Only that policy's coverage section limits of indemnification as stated in the declarations page apply to such single **claim**.

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

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

1. **"Bodily Injury"** means bodily injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress or disability sustained by a natural person, including death resulting from any of these at any time resulting from **sexual molestation or sexual abuse**.

2. **“Claim”** means a *suit* or demand made by or for the injured person for monetary **damages** because of alleged or actual **bodily injury** caused by **sexual molestation or sexual abuse**.
3. **“Insured”** means:
  - a. The **Named Insured**;
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
  - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.
4. **“Related Sexual Molestation or Sexual Abuse Bodily Injury”** means **sexual molestation or sexual abuse bodily injury** that has as a common nexus with, or involves, a series of casually or logically related acts.
5. **“Sexual Molestation or Sexual Abuse”** means:
  - a. The alleged, actual, threatened, unwelcome or offensive:
    - (1) Physical conduct, including sexual abuse or molestation by anyone of any person while in the care, custody or control of any **insured**; or
    - (2) Verbal or written conduct or conduct using visual images, including conduct by electronic means;
  - b. Including:
    - (1) The negligent:
      - (i.) Employment;
      - (ii.) Investigation;
      - (iii.) Supervision;
      - (iv.) Reporting to proper authorities, or failure to so report; or
      - (v.) Retention;

of a person for whom any **insured** is or ever was legally responsible and whose conduct is defined herein.
    - c. Breaches of any legal obligation arising out of any **sexual molestation or sexual abuse** occurrence, or suspected or threatened molestation, or breach of any duty to any person who was abused or molested.

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

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

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



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

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

**1. With Respect to Insuring Agreement 1 Sexual Molestation or Sexual Abuse Liability Insurance of this Section does not apply:**

- a. To any **claim, occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
- b. To any **claim** relating to **wrongful employment practice acts** of the employment of any person, including threatened, actual or alleged **discrimination** or harassment.
- c. To any **claim** or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
- d. Any **sexual molestation or sexual abuse bodily injury claim**:
  - (1) Based upon, or arising out of, **sexual molestation or sexual abuse bodily injury** which is the subject of any notice given under any policy or policies the term of which has or have expired prior to the inception date of this policy.
  - (2) Arising out of any **sexual molestation or sexual abuse bodily injury** that first takes place prior to the retro date of this policy.
  - (3) Caused by any **insured** who is found by a court of law to have committed a criminal act involving sexual molestation or sexual abuse. However, **we** will pay covered **damages** the **named insured** becomes legally obligated to pay as a result of an employee's actions if such obligation is created pursuant to the Idaho Tort Claims Act, another state's similar law or federal law.

## SECTION XIV –CHEMICAL SPRAYING ACTIVITIES LIABILITY INSURANCE

### CLAIMS MADE COVERAGE ONLY

#### A. Insuring Agreement Applicable to Chemical Spraying Activities Liability Insurance

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

1. **Chemical Spraying Activities Liability.** *We* agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** arising out of an **occurrence** for **chemical spraying activities** against an **insured** which is **first made** in writing to **us** by **you** during this policy period, or any extended reporting period **we** provide. For this insuring agreement, two or more **claims** arising out of a single **occurrence** or series of related **occurrences** shall be treated as a single **claim**. All **bodily injury** to one or more persons and/or **property damage** arising out of an **accident** or a continuous or repeated exposure to conditions shall be deemed one **occurrence**. This insuring agreement only applies if the incident did not first occur before the retroactive date as stated in the declarations pages or after the end of this policy period, or any extended reporting period **we** provide.

#### B. Definitions Applicable to Chemical Spraying Activities Liability Insuring Agreement

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

1. **"Chemical Spraying Activities"** means the intended dispersal of herbicides, defoliants, insecticides, pesticides or other toxic materials approved by the federal government for the eradication of undesirable plant growth, insects or rodents and the mixing, loading, storage, transportation and disposal of such materials.
2. **"Claim"** means a demand received by **you** for money **damages** alleging a **wrongful act** of a tortious nature by an **insured**.
3. **"Occurrence"** means an **accident** or a continuous or repeated exposure to **chemical spraying activities** which results in **bodily injury or property damage** during the policy period. The **occurrence** must first commence and be sustained on or after the retroactive date set forth in the declarations pages and prior to the effective date of this policy's cancellation or termination.

#### C. Specific Conditions to Chemical Spraying Activities Liability Insuring Agreement

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

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

**D. Exclusions to Chemical Spraying Liability Activities Liability Insuring Agreement**

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

1. To any **claim, occurrence, accident, failure to educate, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
2. To any **claim** or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
3. To any **claim** for which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any other policy or policies of insurance.
4. To any **claim** for **damages** for **personal injury** arising out of:
  - a. Any sexual molestation occurrence that results in a claim or any sexual abuse occurrence that results in a claim; or
  - b. A series of related sexual molestation occurrences that results in a claim or a series of related sexual abuse occurrences that results in a claim that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.

## **SECTION XV -ENDORSEMENTS**

**THESE ENDORSEMENTS MODIFY THE POLICY.**

**PLEASE READ THEM CAREFULLY.**

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

# #1 ACCIDENTAL DISCHARGE OF POLLUTANTS AMENDATORY ENDORSEMENT

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## Section V – Property is amended by the following:

### **A. Insuring Agreement to Accidental Discharge of Pollutants Endorsement**

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

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

### **B. Definitions Applicable to Accidental Discharge of Pollutants Endorsement**

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

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

### **C. Exclusions Applicable to Accidental Discharge of Pollutants Endorsement**

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

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

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

## **#2 CYBER PRIVACY OR SECURITY EVENT ENDORSEMENT**

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

### **CLAIMS MADE COVERAGE** **Retroactive Date: October 1, 2015**

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

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

firmware) of such electronic equipment rendering it useless for its intended purpose, the reasonable and necessary expenses to determine whether Electronic Data can or cannot be restored, recollected, or recreated, and the reasonable and necessary expenses to restore, recreate or recollect Electronic Data for which **you** incur as a result of a **privacy or security event**.

F. **Network Interruption Costs.** We will pay for **business income loss, expenses to reduce loss, extra expenses, and proof of loss preparation costs** which **you** incur after the **waiting hours period** and solely as a result of a **privacy or security event**.

G. **Cyber Extortion Coverage.** We will pay for **cyber extortion expenses** and **cyber extortion monies you** pay as a direct result of a **cyber extortion threat**.

H. **Social Engineering Financial Fraud.** We will pay or reimburse **you** for **social engineering financial fraud losses** from a **social engineering financial fraud event**.

II. **Deductible.** For each **privacy or security event** and **cyber extortion threat**, we will pay only such amounts as are in excess of the deductible amount shown in the Limits of Liability section below.

III. **Limits of Liability.** The limits of liability shown below establish the most we will pay regardless of the number of **privacy or security events, cyber extortion threats**, number of persons affected, **claims** made, **suits** or **regulatory proceedings** brought or individuals or entities making **claims** or bringing **suits** or **regulatory proceedings**.

Coverage	Limit of Liability	Coverage Basis and/or Aggregate	Deductible
<b>Privacy or Security Event Liability and Expense</b>	\$1,000,000	Per Covered Claim and \$10,000,000 in the aggregate annually for all ICRMP Education Members Collectively insured by this Endorsement for multiple claims.	See Deductible in Declarations Page at front of policy.
Sublimits:			
Privacy or Security Event Liability	Included	Included	
Privacy Response Expenses	Included	Included	
Regulatory Proceedings and Penalties	Included	Included	
PCI-DSS assessments	Included	Included	
Electronic Equipment, Electronic Data, and Network Interruption Costs	\$250,000	\$250,000	
Cyber Extortion Expenses and Monies	\$50,000	\$50,000	
Social Engineering Financial Fraud	\$100,000	\$100,000	

#### IV. Notice to Us

- A. As a condition precedent to the obligations under this coverage, **you** must give written notice to **us** of any **claim** made against an **insured** as soon as practicable, but in no event later than the end of the policy period.
- B. As a condition precedent to the obligations under this coverage, **you** must give written notice to **us** of any **privacy or security event** or **cyber extortion threat** as soon as practicable and provide all such information relating to the **privacy or security event** or **cyber extortion threat** as **we** may reasonably request.
- C. If during the policy period, **you** become aware of a **privacy or security event** that may reasonably be expected to give rise to a **claim**, including a **regulatory proceeding** or **PCI-DSS assessment**, against an **insured**, **you** must give written notice to **us** of such **privacy or security event** as soon as practicable, but in no event later than the end of the policy period. Notice must include:

1. A specific description of the **privacy or security event**, including all relevant dates;
2. The names of persons involved in the **privacy or security event**, including names of potential claimants and a specific description of any **Personal Information** actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
3. The specific reasons for anticipating that a **claim** may result from such **privacy or security event**;
4. The specific nature of the alleged or potential damages arising from such **privacy or security event**; and
5. The specific circumstances by which **you** first became aware of the **privacy or security event**.

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

#### V. Exclusions

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

- A. For, arising out of, or resulting from **bodily injury** or **property damage**;
- B. For, arising out of, or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion shall not apply:



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

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

VI. **Definitions.** The following definitions apply to this coverage:

- A. "**Bodily Injury**" means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. **Bodily injury** also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.

- B. “**Business Income Loss**” means the sum of the following incurred during the *period of indemnity*:
1. Net profits that would have been earned but for the *material interruption* (after charges and expenses, but not including any capital receipts, outlays properly chargeable to capital, and deductions for taxes and profits); and
  2. Charges and expenses which necessarily continue (including ordinary payroll).
- If there would have been no net profit, *business income loss* means the charges and expenses which necessarily continue less any loss from business operations that would have been sustained had there been no *material interruption*.
- C. “**Claim**” means any demand, *suit* for damages, *regulatory proceeding* or *PCI-DSS assessment* resulting from a *privacy or security event*. All *claims* because of a single *privacy or security event* will be deemed to be a single *claim* and to have been made at the time the first such *claim* is made against an *insured*, regardless of the number of individuals or entities making such *claims* or the time period over which such *claims* are made, even if subsequent *claims* are made after the policy period.
- D. “**Claim Expenses**” means:
1. Reasonable and necessary fees charged by attorneys *we* designated to assist with the investigation, adjustment, negotiation, arbitration, defense or appeal of a *claim*;
  2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a *claim* and incurred by *us*; and
  3. Premiums on appeal bonds, attachment bonds or similar bonds; however, *we* are not obligated to apply for or furnish any such bond;

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

1. Any internal salary, administrative, overhead or other related expenses of *yours* or any charges by an *insured* for time spent cooperating with the investigation and defense of any *claim*;
  2. *privacy response expenses*; or
  3. *PCI-DSS assessments*.
- E. “**Computer System**” means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:
1. Operated by and either owned by or leased to *you*; or
  2. Operated by a third-party service provider and used to provide hosted computer application services to *you* or for processing, maintaining, hosting or storing *your electronic data* pursuant to a written contract with *you* for such services.

- F. **“Cyber Extortion Expenses”** means all reasonable and necessary costs and expenses which **you** incur as a direct result of a **cyber extortion threat**, other than **cyber extortion monies**.
- G. **“Cyber Extortion Monies”** means any funds, including any cryptocurrency, which **you** pay, with **our** prior written consent, for the purpose of terminating the **cyber extortion threat**.
- H. **“Cyber Extortion Threat”** means a credible threat or series of related credible threats, including, but not limited to, a demand for **cyber extortion monies**, directed at **you** to:
1. Release, divulge, disseminate, destroy or use confidential information taken from an **insured** as a result of a **privacy or security event**;
  2. Introduce malicious code into a **computer system**;
  3. Corrupt, damage or destroy a **computer system**;
  4. Restrict or hinder access to a **computer system**;
- I. **“Electronic Data”** means any data stored electronically on a **computer system**, including without limitation **personal information**.
- J. **“Electronic Equipment and Electronic Data Damage”** means amounts payable by **us** under Section I. E.
- K. **“Expenses to Reduce Loss”** means expenses **you** incur during the **period of indemnity**, over and above normal operating expenses, for the purpose of reducing **business income loss** or shortening the **period of indemnity**.
- L. **“Extra Expenses”** means expenses **you** incur during the **period of indemnity**, other than **expenses to reduce loss**, that would not have been incurred but for a **material interruption**.
- M. **“Material Interruption”** means the actual and measurable interruption or suspension of **your** business directly caused by a **privacy or security event**.
- N. **“Network Interruption Costs”** means amounts payable by **us** under Section I. F.
- O. **“PCI-DSS Assessment”** means any monetary penalty owed by **you** due to **your** noncompliance with Payment Card Industry Data Security Standards under an agreement between **you** and a financial institution or other person enabling **you** to accept credit cards, debit cards, prepaid cards, or other payment cards.
- P. **“Period of Indemnity”** means the period of time beginning after the **waiting hours period** and ending at the earlier of:
1. In the case of a **computer system** operated by and either owned by or leased to **you**, the time **you** restore the **computer system** to the same or similar conditions that existed prior

to the time of the **material interruption** (or could have restored access to the **computer system** if **you** exercised due diligence and dispatch); or

2. In the case of a **computer system** operated by a third party service provider, the time the service provider restores the **computer system** to the same or similar conditions that existed prior to the time of the **material interruption** (or could have restored access to the **computer system** if the service provider exercised due diligence and dispatch).

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

Q. “**Personal Information**” means an individual’s name in combination with one or more of the following:

1. Information concerning the individual that constitutes “nonpublic personal information” as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
2. Medical or health care information concerning the individual, including without limitation “protected health information” as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
3. The individual’s Social Security number, driver’s license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual’s financial account information; or
4. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

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

R. “**Privacy or Security Event**” means:

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

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

1. The number of individuals or entities engaged in such **privacy or security events**;
2. The number of individuals or entities affected by such **privacy or security events**;

3. The number of locations where such **privacy or security events** occurred; or
  4. The number of such **privacy or security events** occurring or period of time over which they occur, even if subsequent **privacy or security events** take place after the policy period.
- S. “**Privacy Response Expenses**” means the following reasonable and necessary costs incurred by **you** within one year of the discovery of a **privacy or security event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic **personal information** in **your** care, custody or control or for which **you** are legally responsible:
1. For the services of a security expert designated by **us** to determine the scope and cause of a **privacy or security event** and the extent to which **personal information** was disclosed to or accessed by unauthorized persons;
  2. For the services of consultants or attorneys designated by **us** to determine **your** obligations, if any, under applicable law to give notice to affected individuals;
  3. To notify affected individuals if required by applicable law or if **you** voluntarily elect to give such notice, and for the services of a contractor designated by **us** to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;
  4. For the services of a contractor designated by **us** to provide identity theft protection services to affected individuals if **you** elect to provide such services; and
  5. For the services of a public relations consultant designated by **us** to avert or mitigate damage to **your** reputation as a result of the **privacy or security event**;

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

1. Any internal salary, administrative, overhead or other related expenses of any **insured** or any charges by any **insured** for time spent cooperating with the investigation and response to any **privacy or security event**;
2. **claim expenses**;
3. **PCI-DSS assessments**;
4. **electronic equipment and electronic data damage**;
5. **network interruption costs**;
6. **cyber extortion expenses**; or
7. **cyber extortion monies**.

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

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

## #3 TERRORISM LIABILITY AMENDATORY ENDORSEMENT

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### **A. Insuring Agreement Applicable to Terrorism Liability Amendatory Endorsement:**

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

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

### **B. Definition Applicable to Terrorism Liability Amendatory Endorsement:**

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

### **C. Conditions Applicable to Terrorism Liability Amendatory Endorsement:**

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

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



## #4 PUBLIC LAND FIRE SUPPRESSION AMENDATORY ENDORSEMENT

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### **A. Insuring Agreements Applicable to Public Land Fire Suppression Liability**

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

### **B. Insuring Agreements Applicable to Public Land Fire Suppression Liability**

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

### **C. Exclusions Applicable to Public Land Fire Suppression Liability**

1. This endorsement will not pay for penalties or fines imposed pursuant to state or federal law under any circumstance.

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

## #5 ASBESTOS REMEDIATION AMENDATORY ENDORSEMENT

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

**A. Section V does not cover**

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

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

## #6 – EQUIPMENT BREAKDOWN INSURANCE ENDORSEMENT

---

### Section V – Property is amended by the following:

#### A. Equipment Breakdown Insurance Endorsement

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

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

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

**5. Business Income:**

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

**6. Expediting Costs:**

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

**7. Hazardous Substance:**

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

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

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

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

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

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

#### **B. Definitions Applicable to Equipment Breakdown Insurance Endorsement**

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

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

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

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

**C. Conditions Applicable to Equipment Breakdown Insurance Endorsement**

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

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

## #7 ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

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

### A. INSURING AGREEMENT APPLICABLE TO THIS AMENDATORY ENDORSEMENT

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

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

### B. DEFINITIONS APPLICABLE TO THIS AMENDATORY ENDORSEMENT

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

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

### C. LIMITS OF INSURANCE APPLICABLE TO THIS AMENDATORY ENDORSEMENT

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

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



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# ICRMP

## *Multi-Lines*

# Insurance Policy

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This Policy of Insurance is issued by ICRMP for all public entity Members to be effective 12:01 A.M., October 1, 2021 for one-year thereafter, unless sooner terminated, for all continuing Members pursuant to and consistent with the Joint Powers Subscribers Agreement approved by the ICRMP Board of Trustees to be effective for the policy year beginning at the time above stated.

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

**VEHICLE INSURANCE IDENTIFICATION CARD  
STATE OF IDAHO**

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

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

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

Policy Number: **41A02097100121** contains minimum liability insurance to meet the requirements of Idaho Code, Section 49-245.

<b>EFFECTIVE DATES:</b>	<b>NAME AND ADDRESS OF INSURED:</b>
October 1, 2021	City of Ketchum
Continuous	PO Box 2315
Until Cancelled	Ketchum, ID 83340

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

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

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October 1, 2021	City of Ketchum
Continuous	PO Box 2315
Until Cancelled	Ketchum, ID 83340

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AND MUST BE PRESENTED UPON DEMAND**

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

September 1, 2021

City of Ketchum  
Tara Fenwick, Risk Manager  
PO Box 2315  
Ketchum, ID, 83340

RE: Accessing ICRMP Without an Insurance Agent Effective September 1, 2021

Dear Governing Board,

This notice will serve to confirm your choice of accessing ICRMP without agent representation – Direct Access. We believe choosing this option will provide you with increased membership knowledge of services provided, as well as provide your entity with a possible reduction in premium. Services that were previously the responsibility of your insurance agent will now be performed by ICRMP as follows:

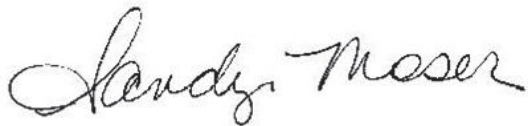
- Provide you an estimated renewal contribution amount April/May to assist you in the preparation of your budget.
- Deliver your ICRMP policy at renewal and review policy changes with you and/or your governing board to answer relevant questions about coverage and policy terms.
- Review your list of property insured with us as this gives you the opportunity to see all property covered by ICRMP as well as the value assigned to it.
- Provide you with property appraisals performed by an ICRMP approved independent valuation contractor.
- Provide you with proof of insurance Vehicle Identification cards for all of your insured vehicles.
- Collect data used to underwrite and price your insurance policy.
- Provide Certificates of Insurance for showing required coverage and limits.

In addition to the services above once performed by your independent agent, these services are provided as well:

- Receive in-person contact by an ICRMP representative to check on your needs and satisfaction.
- Direct response to insurance and risk management questions.
- Regular review of ICRMP's risk management resources and trainings.

We welcome you as a Direct Access member and encourage you to fully utilize all of our services as your comprehensive insurance and risk management program. For future service needs, please contact Mary Kummer at 208-246-8210 or [mkummer@icrmp.org](mailto:mkummer@icrmp.org).

Respectfully,

A handwritten signature in cursive script that reads "Sandy Moser".

Sandy Moser, CPCU  
Underwriting Manager

**Member Billing Contact:**

Tara Fenwick  
City of Ketchum  
PO Box 2315  
Ketchum, ID 83340

**Invoice Date:** 9/4/2021  
**Invoice Number:** 02097 - 2022 - 1  
**Policy Period:** 10-1-21 to 9-30-22  
**Policy Number:** 41A02097100121

## Insurance Billing

DESCRIPTION
<p>10/1/2021 - 9/30/2022 Policy Year Annual Premium: \$133,204.00</p> <p>Minimum Due 10/1/2021: \$66,602.00 Balance Due 4/1/2022: \$66,602.00</p> <p>For proper application, please do not combine other payments with your premium remittance.</p>

**Member:**

City of Ketchum  
PO Box 2315  
Ketchum, ID 83340

**Make Checks Payable to:**

ICRMP  
PO Box 15116  
Boise, ID 83715

<b>Invoice Date:</b>	9/4/2021
<b>Invoice Number:</b>	02097 - 2022 - 1
<b>Due Date:</b>	10/4/2021
<b>Minimum Due:</b>	<b>\$66,602.00</b>
<b>Amount Paid:</b>	

Write Amount Paid Here

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



City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation To Approve Purchase Order 20712 to Dr. Pipeline, LLC for sewer main CIPP Lining**

Recommendation and Summary

Staff is recommending the council approve Purchase Order 20712 and adopt the following motion:

**"I move to approve Purchase Order 20712 with Dr. Pipeline, LLC for sewer main CIPP Lining in the amount of \$27,780.00, plus 10% contingency if necessary, and authorize the Mayor to sign the purchase order".**

The reasons for the recommendation are as follows:

- The section of sewer main in the alley of the 300 block of Sun Valley Road between Sun Valley Road and W 2<sup>nd</sup> Street is deteriorating and in need of repair.
- Cured In Place Pipe (CIPP) Lining is the most practical and economical method for repairing this section of sewer main.
- Dr. Pipeline was the lowest bid obtained for this project.

Introduction and History

This sewer main was installed in 1969. It carries mainly commercial/restaurant wastes that have caused the line to deteriorate more rapidly than other areas of the city. A short section of this line required an emergency repair this past July. The rest of this section of sewer main needs to be maintained in order to prevent more emergency work. The sewer main directly upstream from this section was lined in the same manner in 2017.

Analysis

The section of sewer main that needs repair is in the alley behind several of the bars and restaurants along the west side Main Street. Every other type of utility is located in this alley, as well, making open trench excavation and replacement difficult and impractical. CIPP lining can be completed in the shortest period of time with the least amount of disruption to the residences and businesses on this section of sewer line.

Quotes for this work were received from three contractors as follows:

Dr. Pipeline, LLC	\$27,780.00
Integrity Inspection Solutions, Inc.	\$64,400.00
Val Kotter & Sons, Inc.	\$34,170.00

A contingency of 10% has been added to the low bid from Dr. Pipeline to cover unexpected expenses.

Sustainability

This action is not applicable to the goals and actions of the 2020 Ketchum Sustainability Action Plan.

Financial Impact

Funding for this project will come from the Collections line item of the FY22 Wastewater Division Materials and Services Expenditures.

Attachments:

Purchase Order 20712

Estimate – Dr. Pipeline LLC

Proposal – Integrity Inspection Solutions, Inc.

Proposal – Val Kotter & Sons Inc.



City of Ketchum  
City Hall

## Purchase Order

Number: 20712  
Date: 9/20/2021

Vendor: Dr. Pipeline LLC  
8601 Deer Shy Ranch Trail  
Nampa, ID 83686

Quote Ref: 303

Quantity	Item # / SKU	Description	Item Cost	Total Cost
280	Ft	Chemical Free Slip Lining of 8" Concrete Sewer Main	68.50	19,180.00
12	Ea	Reinstate Sewer Service	425.00	5,100.00
1	Ea	Mobilization	3,500.00	3,500.00
			<b>Total</b>	<b>27,780.00</b>

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

Please confirm receipt of this City of Ketchum Purchase Order with Mick Mummert, Wastewater Division Supervisor, at [mmummert@ketchumidaho.org](mailto:mmummert@ketchumidaho.org) or (208) 726-7825.

Please Ship Above Listed Items to:

City of Ketchum WWTP  
Attn: Mick Mummert  
110 River Ranch Rd  
Ketchum, ID 83340

Billing Address:

City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340

Order Submitted By:

Neil Bradshaw, Mayor



Dr. Pipeline LLC

8601 Deer Sky Ranch Trl  
 Nampa, ID 83686  
 drpipeline.jenna@gmail.com  
 208-860-8033

# Estimate

Date	Estimate #
7/15/21	303

Name / Address	P.O. No.	Project	Due Date
City of Ketchum Chad Riggs			7/15/21
Description	Qty	Rate	Total
Chemical Free Slip Lining of 8" concrete sewer main	280	68.50	19,180.00
Reinstate Sewer Service after CIPP Lining	12	425.00	5,100.00
Mobilization	1	3,500.00	3,500.00
Exclusions: traffic control, bypass pumping, permits/fees, water fees, disposal, notifying residents, protruding taps/ pipe prep, pre clean			
ID 019286-B-1-3-4; WA DRPIPPL861M9; NV 0085080 Estimate expires in 30 days unless otherwise specified.			<b>Total</b> \$27,780.00

- \* You means: owner of property, sewer district, municipality, or those that hired Dr Pipeline to do the job.
- \* Dr Pipeline shall perform all cleaning and vacuuming services at the hourly rate listed. This shall include all time normally used in the completion of this type of project (i.e. cleaning, vacuuming, dumping, getting water).
- \*Dr Pipeline will provide 1 copy of the DVD or DVD's and 1 copy of the computer generated report at time of inspection. Additional copies can be obtained for a fee.
- \*You are responsible for providing maps or drawings of the sewer system to be cleaned and inspected prior to the mobilization of the crew to the job site.
- \*You are responsible for notifying all residents or businesses of the cleaning and inspection activities' and the possibility of sewer block back into their homes or businesses. Should an event like this take place you shall be solely responsible for any damage done to the home or business.
- \*You shall be responsible for any collapsed lines due to cleaning operations and shall assist in the extraction of Dr Pipeline's equipment if needed. (i.e. backhoe to dig up camera)
- \* Manholes that are inaccessible and require extra work (i.e. locating, exposing, pulling hose, backyards, pastures, etc.) will be charged an hourly rate of \$150 on top of the linear foot price to complete the work.
- \* In the event that Dr Pipeline's crews have cleaned a section of pipe or line segment more than 2 times, Dr Pipeline will switch to an hourly rate of \$150.00 by which the customer, you, will be expected to pay in addition to the original quote or quoted per foot price to complete the work.
- \*You shall be responsible for ensuring there is a clear area to the job location which is of sufficient size to accommodate the required personnel and equipment. You shall clear, expose, and mark all lids, covers or openings for Dr Pipeline
- \*Up to: \$250 standby and \$250 min run charge per set-up location

ACCEPTED:  
 The Above prices, specifications and conditions are satisfactory and are hereby accepted.  
 Buyer: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date of Acceptance: \_\_\_\_\_

\*Pipe needs to be grouted into the manhole one inch of grout for every inch of pipe protruding into manhole. Dr Pipeline LLC is not responsible for broken pipe from cleaning or cameraing if this is not done.  
 All payments over 30 days will be charged a late fee of 4% or the state maximum.





## Integrity Inspection Solutions UV-CIPP Specifications

### ASSUMPTIONS AND QUALIFICATIONS

- We have based this proposal on the above referenced wall thickness for Omega-Liner as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration more than the conditions assumed, ground water loads more than those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
- Laterals. During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up through visual inspection only. Normal practice only reinstates those, which are active. You may direct us to reinstate all or specific laterals as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected using our reinstatement machine or reinstatement via a sewer clean out. Specific service connections, if encountered, will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold Integrity Inspections Solutions, Inc harmless from all claims arising from backups and other effects of such actions or in actions from services not opened at the owner's request. If Integrity is unable to locate or reconnect a service lateral internally, the Owner will externally reconnect the service at no cost to Integrity.
- Water shall be provided at no cost to Integrity for all construction phases of this project. The Owner shall furnish Integrity with required water meters and pay all associated fees, deposits, and charges. Integrity will follow all required backflow prevention and metering procedures. Integrity will be responsible for transporting the water from an approved hydrant to the work area.

- CIPP may look irregular or wrinkle due to host pipe condition. We will warranty the CIPP but due to the condition of host pipe, should not have the need to go in a correct what may look irregularities in the CIPP.

### **Proposal Inclusions**

The prices stated in this proposal include:

1. One mobilization and demobilization. - based on a mutually agreeable schedule between Integrity and the Owner. The Owner needs to give Integrity at least two-week advance notice of any changes to the mutually agreed upon schedule. If through no fault of Integrity, the mutually agreed upon schedule changes with less than two-week notice, then Integrity may charge the Owner an additional mobilization charge and any potential lost materials including but not limited to Omega Liner already procured.
2. 45 days required for material acquisition/scheduling once contract is signed. Omega Liner can be stored up to 1-year after delivery from wet out.
3. Installation of UV Cured-In-Place Pipe (UV-CIPP) lining per ASTM F1216 Cured-In-Place Pipe Lining.
4. Internal lateral reinstatement using our reinstatement machine or outside of the pipe via a clean out.
5. Post video inspection following completion of the installation to document your new pipe rehabilitated by UV-CIPP.
6. Confined space safe entry practices.
7. Prevailing Wages. IIS is not a union shop and shall not be subject to any union requirements or project labor agreements.
8. As specified standard construction warranty. 1-year warranty.
9. Certificate of insurance with a standard coverage.

### **Proposal Exclusions**

**Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by Integrity at your additional cost; or would be furnished by others, at your direction, at no cost to Integrity:**

1. Point repairs, if required, prior to lining
2. Trenching or ramping for bypass
3. Driving access to manholes
4. Access agreements
5. Pre-Clean and CCTV
6. Lateral Sealing.
7. Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
8. Legal dumpsite for debris disposal.

- 9. Treatment or special disposal of any water from cleaning or CIPP installation.
- 10. If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.
- 11. Bypass for CIPP installation only at >150 gpm with layflat hose, no trenching or crossing ramps
- 12. Bypass pumping of any laterals that may be required
- 13. Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
- 14. Site restoration.
- 15. Major traffic control
- 16. Stamped Designs
- 17. 3rd party testing
- 18. Project permits and/or local licenses.
- 19. Additional premiums for special insurance coverage(s) required by you or other parties particular to this project.
- 20. Performance and Payment Bond not included. This is available upon request, but if required please add 1.5% to the total project cost.
- 21. Any taxes.

**OFFERED BY:**

Integrity Inspection Solutions, Inc

\_\_\_\_\_  
**SIGNATURE DATE**

\_\_\_\_\_  
 Richard L Mason

Owner/President

\_\_\_\_\_  
**ACCEPTED BY:**

**TITLE**

\_\_\_\_\_  
**ORGANIZATION**

- PROPOSAL -

Page # 1 of 1 Pages



Phone: (435) 734-9598  
1035 West Forest Street  
Brigham City, Utah 84302

<b>PROPOSAL SUBMITTED TO:</b> CITY OF KETCHUM	<b>DATE</b> 8/16/2021	<b>PHONE</b> 208-726-7825
<b>STREET</b> P.O. BOX 2315	<b>JOB NAME</b>	
<b>CITY, STATE AND ZIP CODE</b> KETCHUM, IDAHO 83340	<b>JOB LOCATION</b> KETCHUM, IDAHO	
<b>CONTACT NAME</b> CHAD 208-720-0427		

Items	Quantity	Unit Price	Extended Amount
1) MOBILIZATION, PIER DIEM	1	LUMP SUM	\$ 7,500.00
2) CLEANING, CCTV INSPECTION	280	\$ 2.00	\$ 460.00
3) LINING 8" PVC LINER	280	\$ 56.00	\$ 15,680.00
4) POST CCTV INSPECTION	280	\$ 1.00	\$ 280.00
5) RE-INSTATE SERVICES	12	\$ 350.00	\$ 4,200.00
6) FREIGHT ON MATERIAL	1	\$ 5,500.00	\$ 5,500.00
7) BY-PASS PUMPING	1	\$ 500.00	\$ 500.00
8) FLASH DRIVE	1	\$ 50.00	\$ 50.00

**ASSUMPTIONS:**

- \* KETCHUM WILL PROVIDE TRAFFIC CONTROL
- \* WILL NEED ACCESS TO FIRE HYDRANT FOR WATER
- \* CITY WILL SHUT OFF ALL WATER METERS FOR ANYONE THAT WOULD BE EFFECTED BY THIS PROJECT APPROXIMATELY FOR A 5-6 HOUR PERIOD

WE PROPOSE hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of: \$ 34,170.00

**THIRTY-FOUR THOUSAND ONE HUNDRED SEVENTY DOLLARS AND NO/ONE HUNDREDS \*\*\*\*\***

Payment to be made as follows:  
NET 10

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 the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry general liability, Workman's Compensation Fund and other necessary insurance. Maximum allowable interest change on overdue invoices.

**Authorized Signature:**  
*Valdemir A. Kotter*  
NOTE: This proposal may be withdrawn by us if not accepted within 180 days.

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

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

Signature: \_\_\_\_\_



City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Purchase Order 20715 With  
Xylem Water Solutions USA, Inc-WEDECO for UV Lamps**

Recommendation and Summary

Staff is recommending the council approve Purchase Order 20715 and adopt the following motion:

"I move to approve Purchase Order 20715 with Xylem Water Solutions USA, Inc-WEDECO for the purchase of Ultra-Violet (UV) Lamps to be used at the wastewater treatment plant in the amount of \$15,823.00 and authorize the mayor to sign the purchase order.

The reasons for the recommendation are as follows:

- Existing UV lamps have reached their useful-life expectancy and need to be replaced.
- An adequate supply of spare UV lamps needs to be available to replace existing lamps that may fail.

Introduction and History

Water from the wastewater treatment plant (wwtp) needs to be disinfected of possible disease-causing organisms before it is discharged from the plant. The method of disinfection used at the Ketchum WWTP is ultra-violet irradiation. The potency of the UV lamps decreases over time making it necessary to replace the lamps as part of a scheduled maintenance program. Also, lamp failures occur making replacement necessary.

Financial Impact

This is a budgeted expense with funds coming from the Machinery/Equipment Maintenance and Repair line item of Wastewater Expenditures.

Attachments:

Purchase Order 20715  
Xylem Quote 2021-WED-1106



City of Ketchum  
City Hall

## Purchase Order

Number: 20715  
Date: September 20, 2021

Vendor: Xylem Water Solutions USA, Inc – WEDECO  
4828 Parkway Plaza Blvd, Ste 200  
Charlotte, NC 28217

Quote Ref: 2021WED-1106

Quantity	Item # / SKU	Description	Item Cost	Total Cost
96	76-610 21 67	Lamp, UV Ecoray VL	163.00	15,648.00
		Freight	175.00	175.00
<b>Total</b>				15,823.00

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

Please confirm this City of Ketchum Purchase Order with expected delivery to Mick Mummert, Wastewater Division Supervisor, at [mmummert@ketchumidaho.org](mailto:mmummert@ketchumidaho.org) or (208) 726-7825.

Please Ship Above Listed Items to:

City of Ketchum WWTP  
Attn: Mick Mummert  
110 River Ranch Rd  
Ketchum, ID 83340

Billing Address:

City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340

Order Submitted By:

\_\_\_\_\_  
Neil Bradshaw, Mayor





**Xylem Water Solutions USA, Inc.  
Wedeco Products**

4828 Parkway Plaza Blvd.  
Suite 200  
Charlotte, NC 28217  
Tel 704/409-9700  
Fax 704/409-9839

September 3, 2021

Quote # 2021-WED-1106

Account# 099497

CITY OF KETCHUM  
PO BOX 2315  
PO BOX 2315  
KETCHUM ID 83340-2315

Re: KETCHUM - 099497 - UV LAMPS

Xylem Water Solutions USA, Inc. - WEDECO is pleased to provide a quote for the following equipment and/or services for your approval.

**UV SPARES**

Qty	Description	Unit Price	Extended Price
192	76-610 21 67 LAMP, UV ECORAY VL	\$ 163.00	\$ 31,296.00

**Total Project Price \$ 31,296.00**

**Freight Charge \$ 175.00**

**Total Project Price \$ 31,471.00**

**Incoterm:** 3 DAP - Delivered At Place

**Named Placed:** 08 - Jobsite

Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

**Terms of delivery:** Freight PP/Add Actual

**Warranty:** Standard warranty terms apply to the items in this quotation.

**Validity:** This Quote is valid for thirty (30) days.

**Taxes:** The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

**Schedule:** Delivery lead times are 5-10 working days after order acceptance.

**Terms of payment:** Net 30 Standard

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Xylem Inc.

**Terms and Conditions:** This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and are incorporated herein by reference and made a part of the agreement between the parties

**Shortages:** Seller will not be responsible for any apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

**Back Charges:** Purchaser shall not make purchases nor shall Purchaser incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Delivery lead-times may be impacted by the current COVID-19 virus pandemic relative to transportation logistics.

**Customer Acceptance:** A signed facsimile of this quote is acceptance as a binding contract.

Signature: \_\_\_\_\_

Name (please print) \_\_\_\_\_

Date: \_\_\_\_\_ PO# \_\_\_\_\_

Sincerely,



JULIE ROPIC

Phone: 704-409-9793

julie.ropic@xylem.com



## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Right-of-Way Encroachment Agreement 20646 for placement of snowmelt and gravel porous paver in the City Right-of-Way at 751 North Walnut Ave.**

#### Recommendation and Summary

Staff is recommending Council approve the attached Encroachment Agreement and adopt the following motion:

**"I move to authorize the Mayor to sign Encroachment Agreement 20646."**

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of the residential street
- The improvements will not impact drainage within the City ROW
- The improvements will aid in preventing erosion of the public gravel parking area on Walnut

#### Introduction and History

A Right-of-Way Encroachment Permit request was received for a concrete driveway with snowmelt, gravel porous pavers within the City's Right-of-Way at 751 North Walnut Ave.

Right-of-Way standards were developed to achieve goals of drainage, parking, snow storage, access for emergency vehicles, and provide materials that can be reasonably maintained by the city.

City code 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, relocation, or removal of the encroachment.

#### Analysis

The proposed encroachments were determined not to impact public access or city operations.

#### Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

#### Attachments:

Encroachment Agreement 20646

**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 20646**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”), whose address is Post Office Box 2315, Ketchum, Idaho and DEREK and LORI HUNTER, (collectively referred to as “Owner”), whose address is 10121 Miller Ave., Ste 200, Cupertino, California 95014.

*RECITALS*

WHEREAS, Owner is the owner of real property described as 751 North Walnut Ave. (“Subject Property”), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a concrete driveway with snowmelt and gravel porous paver within the right-of-way on North Walnut Ave. 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;

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 maintain the improvements identified in Exhibit “A” within the public right-of-way of North Walnut Ave, Idaho, until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner’s expense.

2. Owner shall be responsible for the maintenance of said Improvements. Any modification to the improvements identified in Exhibit “A” shall be approved by the City of Ketchum prior to any modifications taking place.

3. 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.

4. 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.

5. 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.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

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

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

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

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

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

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



STATE OF IDAHO    )  
                                  ) ss.  
County of Blaine    )

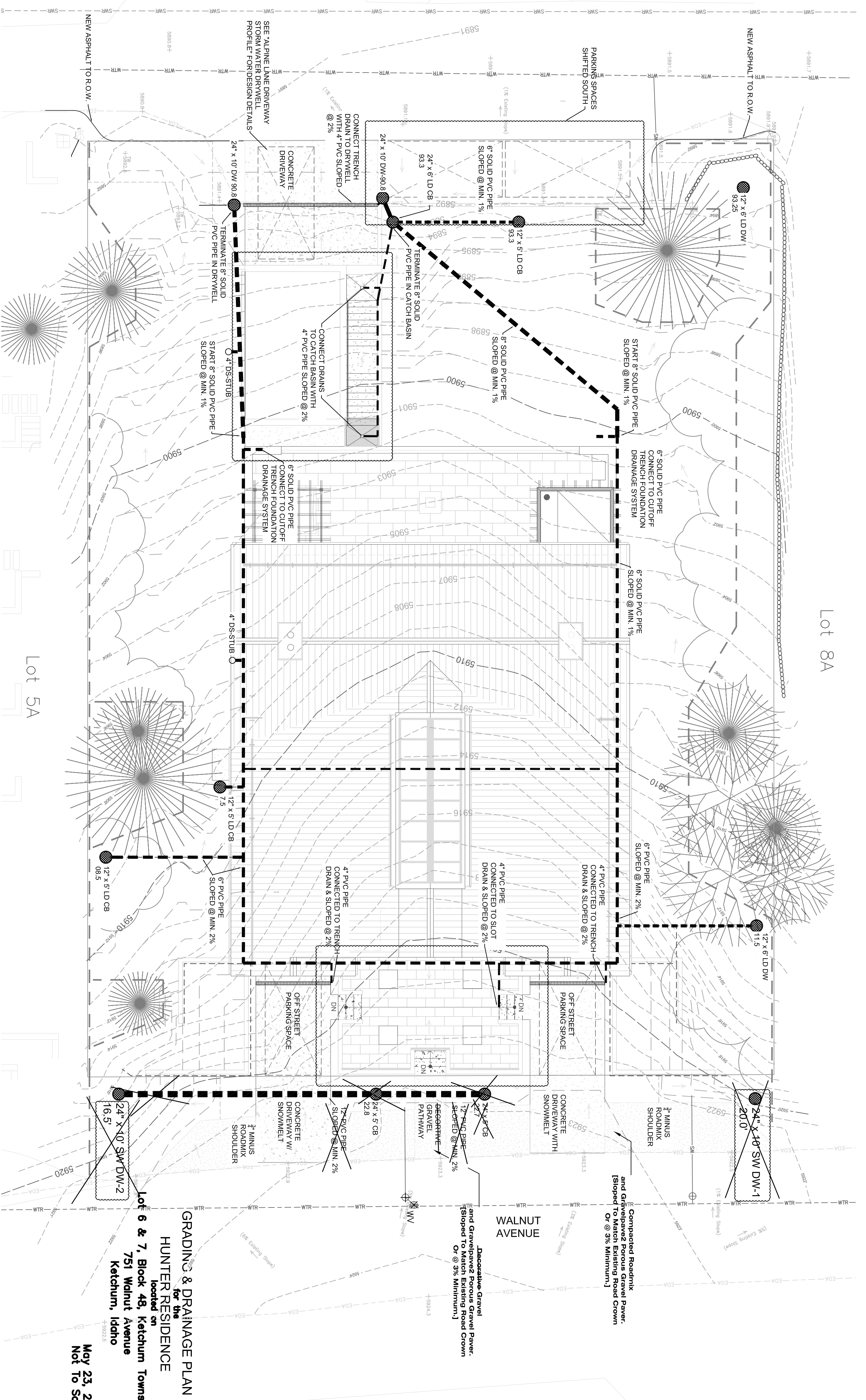
On this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

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

**EXHIBIT "A"**





**GRADING & DRAINAGE SITE PLAN**  
Scale 1" = 10'

- LEGEND**
- 4" DS-STUB dia. PVC Stubout For Downspouts From 6"
  - 12" x 6' LD C 12" dia. Landscape Catch Basin
  - 24" x 6' LD CB 24" dia. Landscape Catch Basin
  - 24" x 10' DW 24" dia. x 10' deep Drywell
  - 12" x 6' DW 12" dia. x 6' deep Drywell

**GRADING & DRAINAGE NOTES**

1. The impervious areas consist of patios, walkways, roof and landscaping totals approximately 16,664 s.f.
2. Due to the bedrock encountered during the geotechnical report subsurface investigation all surface runoff shall be collected by catch basins, trench drains and surface grading and piped and/or directed to a drywells located downslope of the structure.
3. A 6" solid PVC collector pipe shall be installed on top of footing or at least 2 feet below finish grade around the entire structure to collect runoff from catch basins, downspouts & trench drains. The pipe shall be sloped at a min. of 1% and terminate in a large storm water drywell located under the Alpine Lane garage driveway.
4. The 21.0' long x 19.0' wide x 9.0' deep Alpine Lane garage driveway drywell shall be constructed below the driveway surface. 2' of structural fill shall cover the top of the drywell gravel to support the driveway.
5. See the "Alpine Lane Driveway Storm Water Drywell Profile" and Drywell System Sizing Worksheet for drywell details and calculations, respectively.
6. Walnut Avenue right-of-way runoff shall be directed to catch basins that terminate in a stormwater drywell located on the south side of the driveway within the right-of-way. See the "Walnut Avenue Stormwater Drywell Profile" for drywell dimensions.
7. The contractor is responsible for contacting Digline Utility Locate to mark all existing utilities in order to protect all utilities.
8. Any revision during installation of the drainage plan should be reviewed by the engineer.
9. The location and number of foundation drainage cutoff trenches will be determined in the field by the engineer depending on the foundation subgrade soils encountered at bottom of footing.
10. The foundation cutoff trenches are constructed with imported washed gravel structural fill and can support footings for limited spans as determined by the engineer.
11. Shallow Injection Well Inventory Forms have been submitted to LDWR for the two storm water drywells, SW DW-1 & SW DW-2 located in the Walnut Avenue right-of-way.

**GRADING & DRAINAGE PLAN**  
for the  
**HUNTER RESIDENCE**  
located on  
**Lot 6 & 7, Block 48, Ketchum Townsite**  
**Ketchum, Idaho**  
May 23, 2019  
Not To Scale

**Infiltration System Sizing Worksheet**

The proposed infiltration system consists of a drywell to infiltrate stormwater from the entire lot. The assumed storm duration is 1 hour.

<b>Onsite Native Soil Infiltration</b>	Infiltration Rate: 60 in/hr	Assumed T <sub>e</sub> Intensity (25-yr, 15 min): 0.43 in/hr
Factor of Safety: 1.5	Design Infiltration Rate: 40 in/hr	Intensity (25-yr, 1 hr): 1.72 in/hr
<b>Total Site Infiltration Sizing</b>	Proposed Impervious Area: 16466 sq ft	Proposed Pervious Area: 26100 sq ft
Proposed Impervious Area: 16466 sq ft	Runoff Coefficient: 1	Runoff Coefficient: 0.35
25-Year Design Runoff: 0.65 cfs	25-Year Design Runoff: 0.23 cfs	

**Drywell Structure Dimensions**

Drywell Manhole Diameter: 30 in	30" dia. equal to (2) 24" dia. Drywells
Drain Rock Thickness: 108 in	
Drain Rock Void Ratio: 0.4	
Drywell Rim Elevation: 5891.00	
Lowest Inlet Invert Elevation: 5888.00	
Depth to Bottom of Drywell: 9.0 ft	
Bottom Elevation: 5882.00	

**Drywell Stage-Storage-Discharge**

Drywell Stage	Water Surface Depth	Elevation	Storage in MH	Storage in Drain Rock	Total Storage	Bottom Wetted Area	Side Wetted Area	Total Wetted Area	Drywell Infiltration Flow Rate
(ft)	(ft)	(ft)	(ft <sup>3</sup> )	(ft <sup>3</sup> )	(ft <sup>3</sup> )	(ft <sup>2</sup> )	(ft <sup>2</sup> )	(ft <sup>2</sup> )	(cfs)
0.00	9.00	5882.00	0.0	0.0	0.0	330.1	0.0	330.1	0.306
0.60	8.40	5882.60	2.9	78.0	81.0	330.1	38.6	368.7	0.341
1.20	7.80	5883.20	5.9	156.1	162.0	330.1	77.3	407.3	0.377
1.80	7.20	5883.80	8.8	234.1	242.9	330.1	115.9	446.0	0.413
2.40	6.60	5884.40	11.8	312.1	323.9	330.1	154.6	484.6	0.449
3.00	6.00	5885.00	14.7	390.2	404.9	330.1	193.2	523.3	0.485
3.60	5.40	5885.60	17.7	468.2	485.9	330.1	231.8	561.9	0.520
4.20	4.80	5886.20	20.6	546.3	566.9	330.1	270.5	600.6	0.556
4.80	4.20	5886.80	23.6	624.3	647.9	330.1	309.1	639.2	0.592
5.40	3.60	5887.40	26.5	702.3	728.8	330.1	347.8	677.8	0.628
6.00	3.00	5888.00	29.5	780.4	809.8	330.1	386.4	716.5	0.663

ALPINE LANE DRIVEWAY DRYWELL DESIGN  
Hunter Residence  
751 Walnut Avenue, Ketchum  
Stormwater Drywell Sizing Sheet  
BY: SB DATE: 03/04/19



## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Right-of-Way Encroachment Agreement 20709 with Intermountain Gas Company for underground gas distribution lines within the City Rights-of-Way.**

#### Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20709 and adopt the following motion:

**"I move to authorize the Mayor to sign Encroachment Agreement 20709 with Intermountain Gas Company."**

The reasons for the recommendation are as follows:

- The encroachment is necessary to provide natural gas services to the new Warm Spring Ranch subdivision
- The encroachment will have no impact on pedestrian or public access

#### Introduction and History

Intermountain Gas would like to install approximately 50 ft. of underground gas distribution line within the public Right-of-Way of Warm Springs Road and approximately 535 ft. of underground gas distribution lines within the public Right-of-Way of the new Bald Mountain Road. Underground gas distribution lines not located with public Rights-of-Way will be located within private utility easements.

City code 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 of the encroachment or relocation.

#### Analysis

Engineering has reviewed the layout of the proposed utilities. No above grade facilities are proposed within the City's Right-of-Way and as proposed do not impact public access or maintenance.

#### Sustainability Impact

None

#### Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachment:

Encroachment Agreement 20709

**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 20709**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and \_\_\_\_\_, representing INTERMOUNTAIN GAS COMPANY, (collectively referred to as "Owner"), whose address is 555 S Cole Road, Boise, ID 83713.

*RECITALS*

WHEREAS, Owner wishes to permit placement of underground gas lines in the public right-of-way of Warm Springs Road and Bald Mountain 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 gas 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 of the improvements, to the satisfaction of the Director of Streets and Facilities.
4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed

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

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

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

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

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

9. 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.



**EXHIBIT "A"**





## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Agreement 20697 with Galena Engineering for survey of Sun Valley Road.**

#### Recommendation and Summary

Staff is requesting the Council approve Agreement 20697 with Galena Engineering for surveying services associated with the Sun Valley Road Relinquishment and Transfer of Ownership.

**"I move to authorize the Mayor to sign Agreement 20697 with Galena Engineering."**

The reasons for the recommendation are as follows:

- The Idaho Transportation Department (ITD) recently transferred ownership of Sun Valley Road to the City
- The City received funds from ITD for repair and rehabilitation of the roadway
- Survey is one of the first steps to initiate the design process

#### Introduction and History

In 2019 the City of Sun Valley lead conversations with the Idaho Transportation Department (ITD) on behalf of both the City of Sun Valley and City of Ketchum to consider taking over ownership of Sun Valley Road east of Main Street. Under state law however ITD could not directly transfer a state road to a city with a population under 5,000 therefore the transfer was required to pass through Blaine County. On March 2, 2021, Blaine County approved Resolution 2021-10 adopting the road relinquishment and the transfer of ownership agreement for SH-75 Spur (Sun Valley Road). The Quitclaim Deeds were executed between all parties on July 20, 2021, at which time both the City of Sun Valley and Ketchum officially took over ownership of their portions of Sun Valley Road.

#### Analysis

At this time negotiations have been completed and funds received from ITD. The City of Ketchum's portion of the relinquished Sun Valley roadway extends 0.3 miles from ITD's Right-of-Way east of Main Street to the City limits east of Spruce Street. Survey is part of pre-design services and one of the first steps to initiate the design process. The next step will be a geotechnical evaluation of the roadway to determine the existing roadway condition and what type of rehabilitation and repair may be necessary.

#### Financial Impact

The City received \$864,600 from ITD for the design and repair/rehabilitation of the roadway. Predesign survey costs were included in this amount.

Attachments:

Agreement 20697



**GALENA ENGINEERING, INC.  
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

**PROJECT NUMBER:** \_\_\_\_\_

**PROJECT NAME:** City of Ketchum Sun Valley Road Reconstruction Survey

**CLIENT:** City of Ketchum

**CONTACT:** Sherri Newland

**COMPANY:** City of Ketchum

**Telephone** \_\_\_\_\_ **Cellular** 208-861-7593

**Fax** \_\_\_\_\_ **Email** snewland@sandcassociates.com

**BILLING ADDRESS:**

City of Ketchum

(Owner?  yes or  no)

PO Box 2315

(Address)

Ketchum, ID 83340

(City, State, Zip)

**JOB LOCATION:**

Sun Valley Road, Main St to Spruce Ave

THIS AGREEMENT entered into this 30th day of August, 2021, between City of Ketchum, (the CLIENT) and GALENA ENGINEERING, INC., an Idaho Corporation of Hailey, ID (GALENA).

WHEREAS, the CLIENT intends to perform upgrades to Sun Valley Road between Main St and Spruce Ave

The CLIENT will furnish to GALENA information necessary to perform our task.

**SERVICES TO BE PERFORMED BY GALENA**

GALENA will perform survey work per the attached scope and fee estimate.

**GALENA ENGINEERING, INC.  
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

NOW THEREFORE, the CLIENT and GALENA in consideration of their mutual covenants herein agree in respect of the performance of professional engineering and land surveying services by GALENA and the payment for those services by the CLIENT, as set forth as below:

**ANY ESTIMATE GIVEN IS TO BE CONSIDERED AN APPROXIMATION OF THE AVERAGE COST OF THIS TYPE OF JOB.** It is by no means to be used as a quotation to determine the final billing price of this agreement. Unless specified, all work will be charged on a time and materials basis, plus any expenses directly related to this Agreement. In addition, there will be charges for alterations, or extras deviating from the original instructions.

**BASIS OF FEE AND BILLING SCHEDULE**

ESTIMATED FEE COST: \$15,120 per the attached scope and fee estimate

**RETAINER:**

Will be required  in the Amount of \$ \_\_\_\_\_ OR Will not be required

The CLIENT will pay GALENA for their services and expenses as follows:

**TIME OR TIMES OF PAYMENT**

GALENA will bill The CLIENT on or about the first of each month. The CLIENT will make payment to GALENA before the end of the month following the receipt of a bill from GALENA on account of their services and expenses. If the CLIENT fails to make any payment due GALENA on account of their services and expenses within 30 days after receipt of GALENA'S bill, the amounts due GALENA shall bear interest at the rate 18% per annum from said 30 days, and in addition, GALENA may suspend services under this Agreement until they have been paid in full all amounts due them on account of their services and expenses.

**LIMIT OF LIABILITY**

The CLIENT agrees to limit GALENA'S liability to the CLIENT and to all construction contractors and subcontractors on the project arising from GALENA'S negligent acts, errors or omissions such that the total aggregate liability of GALENA to all those named shall not exceed GALENA'S total fee for the services rendered on this project. The CLIENT further agrees to require of the contractor a similar limitation of the liability of GALENA and of the CLIENT, to the contractor and his subcontractors due to GALENA' S negligent acts, errors or omissions.

**TERMINATION**

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If either party terminates this Agreement, GALENA will be paid for services rendered to the date of such termination on the basis of time and material costs involved thereto.

**ATTORNEY'S FEES**

Should either party breach this Agreement, and suit has to be instituted upon it, the prevailing party shall be entitled to an award of reasonable attorney's fees to be set by the Court, in addition to all costs.

**GALENA ENGINEERING, INC.  
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Fully executed Agreement will be considered as authorization for GALENA to proceed with services.

CLIENT  
City of Ketchum  
PO Box 2315  
Ketchum, ID 83340

Sean Flynn  
President  
Galena Engineering, Inc  
317 North River Street  
Hailey, ID 83333



BY : \_\_\_\_\_

BY : Sean Flynn

TITLE: \_\_\_\_\_

TITLE: President

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

Date: 08/30/21

Internal use only

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_

Project Manager: SMF File Assignment: SMF

Ownership verified with BC GIS by: SF

New Job?  yes or  no If no, New File?  yes or  no

Old Job: \_\_\_\_\_  
(any information that may be pertinent to finding the old job file and #)

Posted \_\_\_\_\_

# Surveying Scope and Fee Estimate for City of Ketchum Sun Valley Road Reconstruction

08/30/21 SMF File: P:\Data\Proposals\2021 Proposals

Item Number	Item Description	Project Engineer	Project Surveyor	Survey Crew		Engineering Tech.	Task Totals
				1st Person + Equipment	2nd Person		
	Hourly Rate	\$140	\$130	\$140	\$75	\$110	

## 1.00 Survey

1.01	Coordinate survey schedule with client, coordinate utility locate	2.0					\$280
1.02	Prepare survey calcs (street intersection information)		4.0				\$520
1.03	Collect intersection information for block breakdown and establishment of ROW lines			8.0	8.0		\$1,720
1.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			32.0	32.0		\$6,880
1.05	Review boundary information collected, establish ROW		4.0				\$520
1.06	Prepare survey drawing	2.0	4.0			40.0	\$5,200
<b>Man Hours Subtotal</b>		4.0	12.0	40.0	40.0	40.0	
<b>Opinion of Probable Cost Per Position</b>		\$560	\$1,560	\$5,600	\$3,000	\$4,400	

**Total Opinion of Probable Cost** **\$15,120**



## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Agreement 20698 with American Geotechnics Inc. for geotechnical investigation of Sun Valley Road.**

#### Recommendation and Summary

Staff is requesting the Council approve Agreement 20698 with American Geotechnics Inc. for geotechnical engineering services associated with the Sun Valley Road Relinquishment and Transfer of Ownership.

**"I move to authorize the Mayor to sign Agreement 20698 with American Geotechnics Inc."**

The reasons for the recommendation are as follows:

- The Idaho Transportation Department (ITD) recently transferred ownership of Sun Valley Road to the City
- The City received funds from ITD for repair and rehabilitation of the roadway
- A geotechnical investigation is one of the first steps to initiate the design process and will determine the type of rehabilitation and repair needed for the roadway

#### Introduction and History

In 2019 the City of Sun Valley lead conversations with the Idaho Transportation Department (ITD) on behalf of both the City of Sun Valley and City of Ketchum to consider taking over ownership of Sun Valley Road east of Main Street. Under state law however ITD could not directly transfer a state road to a city with a population under 5,000 therefore the transfer was required to pass through Blaine County. On March 2, 2021, Blaine County approved Resolution 2021-10 adopting the road relinquishment and the transfer of ownership agreement for SH-75 Spur (Sun Valley Road). The Quitclaim Deeds were executed between all parties on July 20, 2021, at which time both the City of Sun Valley and Ketchum officially took over ownership of their portions of Sun Valley Road.

#### Analysis

At this time negotiations have been completed and funds received from ITD. The City of Ketchum's portion of the relinquished Sun Valley roadway extends 0.3 miles from ITD's Right-of-Way east of Main Street to the City limits east of Spruce Street. Similar to survey a geotechnical investigation is part of pre-design services and one of the first steps to initiate the design process. a Geotechnical investigation of the roadway to determine the existing roadway condition and what type of rehabilitation and repair may be necessary which may include a full depth reconstruction of portions of roadway, a mill and overlay, recycled base stabilization and an overlay.

Financial Impact

The City received \$864,600 from ITD for the design and repair/rehabilitation of the roadway. Predesign survey costs were included in this amount.

Attachments:

Agreement 20698

Scope and Fee

AGREEMENT 20698



AMERICAN GEOTECHNICS, INC.  
ENGINEERING SERVICES AGREEMENT

File Number: 03479

This Agreement is made, between

**S&C Associates, LLC**

and

**AMERICAN GEOTECHNICS, INC.**

PO Box 2647

5260 W Chinden Blvd

Ketchum, Idaho 83340

Boise, Idaho 83714

hereinafter called "Client"

hereinafter called "Consultant"

**PROJECT**

Client engages Consultant to provide services in connection with Proposal No. 03479, dated August 27, 2021.

**SCOPE OF SERVICES**

Consultant agrees to perform services as follows: As described in Consultant's Proposal No 03479, Client agrees that all services not expressly included are excluded from Consultant's Scope of Services.

**COMPENSATION FOR SERVICES**

Client agrees to pay Consultant on a time and expense basis, as described in Consultant's Proposal No. 03479.

Client and Consultant acknowledge that each has read and agrees to the General Conditions (Nos. 1 through 22 attached) which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant regardless of whether such services are included in the Scope of Services above.

Client: \_\_\_\_\_

Consultant: American Geotechnics, Inc.

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

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

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

Name: Justin S. Stoffel, P.E.

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

Title: Vice President

Date: Click or tap to enter a date. \_\_\_\_\_

Date: August 27, 2021

## GENERAL CONDITIONS

1. Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 2 percent per month (or the maximum rate allowable by law, whichever is less). Invoice amounts shall be presumed to be correct unless Client notifies Consultant in writing within ten (10) days of receipt. If Client fails to pay an invoice when due, Consultant may, upon five (5) calendar days' notice to client, suspend all Services until paid in full, and may terminate the Agreement. Client agrees to pay all costs incurred with collection of past due accounts, including attorneys' fees.
2. This Agreement, including Consultant's Addenda and Schedule of Fees, represents the entire Agreement and understanding between the parties, and supersedes any and all agreements, either oral or in writing, including any purchase order, between the parties. Any modification to this Agreement will be effective only if it is in writing signed by the party to be bound. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition, or covenant.
3. Consultant shall perform the services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing in the same or similar locality under similar circumstances at the time the services are performed. This Agreement creates no warranty or guarantee, express or implied, nor does it create a fiduciary responsibility to Client by Consultant.
4. The laws of the State where the contract was entered into shall govern interpretation of this Agreement. If any term of this Agreement is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect. If services of an attorney are required by any party to secure performance under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
5. The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's subconsultants and their officers, employees, heirs, and assigns.
6. Consultant's construction observation Services, if any, shall be limited to observation of construction operations to provide Client with an understanding of the general nature, progress, and quality of the work. Unless otherwise agreed in writing, Consultant shall not be responsible for continuous or exhaustive inspection of the work. In no event shall Consultant be responsible for the means and methods of construction or for the safety procedures employed by Client's contractor. Client shall hold its contractor solely responsible for the quality and completion of the Project, including but not limited to its construction in accordance with the construction documents.
7. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of Services, such certification is included in Consultant's scope of services, and provided such certification is limited to a statement of professional opinion. Consultant shall not be obligated to provide a warranty or guarantee, express or implied.
8. Client shall notify Consultant at least twenty-four (24) hours in advance of any necessary tests and observations. If Client assigns this responsibility to a contractor, subcontractor, or other third party, or if Client fails to provide the proper notice, Consultant shall not be responsible for any damages resulting from improper notice.
9. All samples shall remain the property of the Client, and Client shall promptly at its cost remove and lawfully dispose of samples, cuttings, and hazardous materials, unless otherwise agreed in



writing. If appropriate, Consultant shall preserve samples obtained for the Project for not longer than sixty (60) days after the issuance of any document that includes the data obtained from those samples.

10. Client shall bear sole responsibility for notifying all prospective purchasers or other appropriate third parties including, but not limited to, all appropriate municipal, regional, state, or federal agencies of the existence of any hazardous or dangerous materials located in or around the Project site.
11. Client shall provide Consultant with all information regarding existing conditions, including the existence of hazardous or dangerous materials, and proposed uses of the Project site and shall correctly designate the location of all property lines of the Project site and all subsurface installations, such as pipes, tanks, cables, electrical lines, telephone lines and utilities within the Project site. Client shall immediately provide Consultant with any new information, including any change in plans. Client releases Consultant from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site by Consultant, Consultant shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to Client.
12. Reports, boring logs, maps, field data, drawings, test results and other work product produced by the Consultant are part of Consultant's professional services, and do not constitute goods or products. Consultant reserves the right to copyright such work.
13. Data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge. The Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files.
14. The Client shall allow the Consultant access to the Project site at the Client's sole cost. Client shall cooperate with all reasonable requests by Consultant that are related to the performance of the Services.
15. Consultant's potential liability to Client and others is grossly disproportionate to Consultant's fee due to the size, scope, and value of the Project. Therefore, unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant's fee, Client agrees to (1) limit Consultant's liability to twice the amount of Consultant's fee, and (2) indemnify Consultant against all claims, liability, damages, or expenses (except for Consultant's sole negligence or willful misconduct) arising out of or relating to all acts, failures to act, or other conduct of Consultant, including but not limited to, claims, liability, damages, or expenses arising out of or relating to the active negligence or other fault of Consultant. Client shall indemnify Consultant even if Client is partially or wholly without fault for such claims, liability, damages, or expenses even if liability is claimed to have arisen while Consultant was performing work outside the scope of services set forth on page 1.
16. All disputes between Consultant and Client, with the exception of non-payment issues, shall first be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the mediation proceed within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may be commenced unless (1) the mediation does not occur within ninety (90) days after service of notice, (2) the mediation occurs within ninety (90) days after service of notice but does not resolve the dispute, or (3) a statute of limitation would elapse if suit was not filed prior to ninety (90) days after service of notice.

17. If Client insures property, real or personal, or both, at or adjacent to the Project by property insurance, whether during or after the completion of the construction of the Project, Client agrees to waive all subrogation claims against Consultant for damages caused by fire or other causes of loss to the extent covered by such property insurance.
18. Client waives all claims against Consultant for all claims, liabilities, losses, and expenses arising out of or relating to Client's failure to perform, in whole or in part, any of its obligations under this Agreement and any subsequent agreements.
19. Client shall be responsible for safety at the job site.
20. If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination.
21. Client shall furnish to Consultant within fifteen (15) days after receipt of a written request information necessary and relevant for the Consultant to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, the name of the Project lender, and the Client and/or Owner's interest therein.
22. Except for actions such as for enforcement of mechanic's liens which are required by statute to be brought in a specific venue, in the event that litigation is instituted under the terms of this Agreement, the same is to be brought and tried in the judicial jurisdiction of the court of the county in which this Agreement is made. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction.

**--End of General Conditions--**

August 27, 2021

File No. 03479



S&C Associates  
PO Box 2647  
Ketchum, Idaho 83340

Attention: Sherri Newland, P.E., CPESC

Subject: Proposed Scope of Services  
SH-75 Spur – Pavement Design  
Blaine County, Idaho

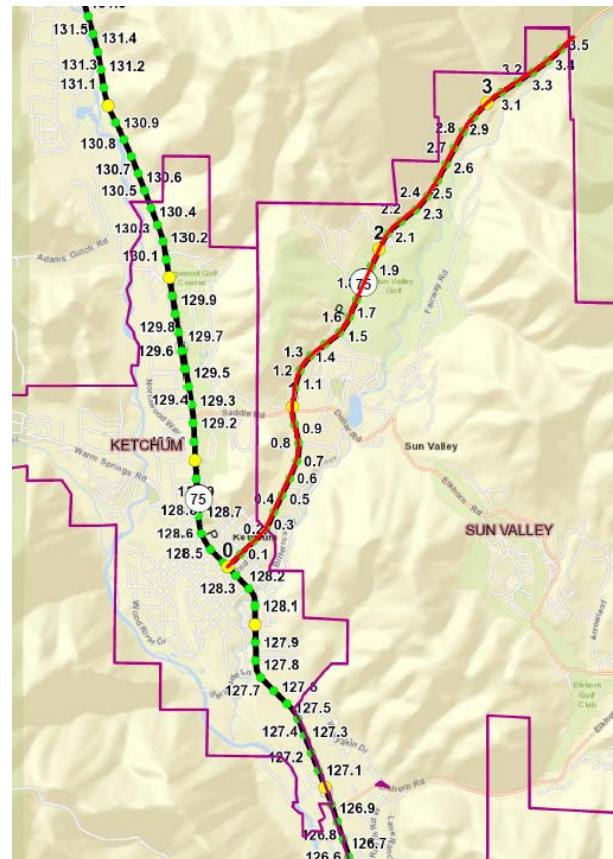
Dear Sherri,

American Geotechnics (AGEO) is pleased to submit our proposed scope of services.

**Understanding**

We understand the proposed roadway study is located on the SH-75 spur (Sun Valley Road) between MP 0 to 0.33 as shown on the adjacent map. The limits of our subsurface investigation will extend from the intersection at SH-75 with Main Street (MP 0) to about 300 feet east of Spruce Ave (MP 0.33) approximately where the guardrail begins on the south side of the Sun Valley Road.

Portions of the study segment show signs of substantial rutting, which is likely an indication of inadequate pavement structure for current truck traffic levels. This segment is bounded by gutters, that will be retained. It is desired to maintain



the existing roadway profile. A pavement reconstruction strategy is anticipated for a minimum 20 years of additional service with the intent to extend service to at least 36 years using appropriate rehabilitation interventions. Our pavement design will be based on a 20-year analysis period beginning in 2023.

We will work with S&C Associates to determine an appropriate traffic index (TI) load for use in sizing the pavement structure layers. Flexible pavement type is desired.

### ***Deliverables***

AGEO will submit a Roadway Materials Report (.pdf) that will contain the following:

- Pavement boring location map and boring logs.
- Laboratory test reports, including R-Value and subgrade expansion measurements.
- Design traffic index.
- Flexible pavement structure for reconstruction.
- Materials estimating information and specifications information assuming the project will be constructed to ISPWC standards.

### ***Technical Approach***

For pavement design, we propose using the Idaho R-value Method.

Our work product will conform to the general requirements of the ITD Materials Manual and the ISPWC specifications.

AGEO will develop a single pavement structure for use on Sun Valley Road and appurtenant intersections.

### ***Scope of Services***

AGEO proposes to provide materials and geotechnical services in accordance with a five-step process, consisting of:

1. Reconnaissance and advance preparations
2. Subsurface explorations
3. Laboratory testing

4. Analyses
5. Reporting

Specifically, we propose the following activities, which are included in AGEO's cost estimate work breakdown:

### **Reconnaissance and Advance Preparations**

- Coordination with S&C Associates and the City, as appropriate to paint/stake boring locations
- Prepare project-specific field investigation instructions for AGEO field personnel.
- Prepare a traffic control plan for the roadway drilling and a schedule and submit to S&C Associates and the City of Ketchum.
- Contract the services of an ITD qualified traffic control provider for one day of drilling.
- Coordinate with DIGLINE and the City of Ketchum to clear drill holes locations.
- Coordinate with S&C Associates to develop a design traffic index.

### **Subsurface Explorations**

- Mobilization
- Day drilling: Drill rig and advance three borings to up to 6 ft bgs, including travel. At each boring location, log and obtain subgrade R-Value samples, and patch the roadway pavement using cold mix.

### **Laboratory Testing**

- Unload samples, complete custody log-in, and store. Review samples and prepare/coordinate testing instructions. Review test reports. At project closure, dispose of samples at Hidden Hollow Landfill.

### **Analyses**

- Prepare a flexible pavement design using ITD R-Value methodology.

## Reporting

- Prepare appendices.
- Roadway Materials Report write-up.
- AGEO internal review; Address comments.
- Issue for S&C review; Address comments.
- Issue for owner/agency review; Prepare comment resolution form; Modify the report; Submit one sealed report.

## Administration

- Perform general project management.

## Key Understandings

The following assumptions are a basis for our proposed scope of services:

- Traffic counter information by AGEO is not desired.
- Regulating entities will not restrict work day or work hours for roadway data collection including drilling. Night time work is not planned or required.
- Traffic control permit application and fee are not required and will be waived by regulating entities.
- Public notification of field work is not required.
- Roadway drilling during winter conditions is not required. For safety, drilling will be performed only when the roadway is dry.
- Cultural clearance of pavement borings is not required.
- Hazardous subgrade materials are not anticipated.

## Cost and Schedule

Our fee for this proposed scope of services is \$14,435.31, on a CPFF basis.

It is anticipated that the field work will be accomplished in the fall of 2021. A report can be issued about three weeks after the field work is completed. A complete schedule will be provided to S&G following receipt of notice to proceed.

Proposed Scope of Services  
SH-75 Spur – Pavement Design  
Blaine County, Idaho



File No. 03479  
August 27, 2021

We look forward to the fruition of this project.

Respectfully submitted,

**American Geotechnics**

A blue ink signature of Stanley G. Crawford, written in a cursive style, positioned above a horizontal line.

Stanley G. Crawford, P.E.  
Geotechnical Engineer

A blue ink signature of Justin S. Stoffel, written in a cursive style, positioned above a horizontal line.

Justin S. Stoffel, P.E.  
Geotechnical Engineer

Attachments:      Cost Summaries  
                         Engineering Services Agreement

# SH-75 Spur



## Cost Summary

File No. 03479

8/27/2021

Transmittal 2

### A. DIRECT LABOR (day time)

	Hours		Rate	=	Labor Cost
1 Principal	0	@	\$70.00	=	\$0.00
2 Project Manager	19	@	\$47.75	=	\$907.25
3 QA	1	@	\$70.00	=	\$70.00
4 Engineer	30	@	\$47.75	=	\$1,432.50
5 Geologist	0	@	\$0.00	=	\$0.00
6 CADD	0	@	\$14.50	=	\$0.00
7 Tech	14	@	\$26.63	=	\$372.82
8 Admin	3	@	\$32.21	=	\$96.63
9	0	@	\$0.00	=	\$0.00
	<u>67</u>				<u></u>
<b>SUBTOTAL DIRECT LABOR</b>					<b>= \$2,879.20</b>

### C. OVERHEAD COST

Total Direct Labor Cost		Overhead Multiple			
\$2,879.20	X	138.47%	1.3847	=	\$3,986.83

### D. NET FEE

Total Raw Labor & Overhead		Net Fee			
\$6,866.03	X	13.0%	0.13	=	\$892.58

### E. DIRECT EXPENSE SUMMARY

#### Escalation:

Anticipated Agreement date:	September 1, 2021
Contract Duration:	3.0 (months)
Escalation Period:	3.0 (months after Sep 1 <sup>st</sup> )

Total Labor & Overhead		Period (years)		Annual Escalation	
\$6,866.03	X	0.25	X	3.0%	= \$51.50

**Facilities Capital Cost of Money (FCCM):** 0.58% X \$2,879.20 = \$16.70

**Field Directs:** \$3,767.00

**Lab Directs:** \$2,841.50

**NOT-TO-EXCEED AMOUNT = \$14,435.31**





Work Break-Down and Day Labor Hours

File No. 03479

8/27/2021

Transmittal 2

Deliverable/Activity	Principal	Project Manager	QA	Engineer	Geologist	CADD	Tech	Admin		Total
<b>1.0 Administration</b>										
3 month level of effort										
Prepare Contract, project Start-up, close-out, invoicing		1						3		4.0
General project management		4								4.0
Subtotal	0.0	5.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0	8.0
<b>2.0 GEOTECHNICAL STUDY</b>										
<b>2.1 Reconnaissance and Advance Preparations</b>										
Coordination with S&C Associates and the City, as appropriate to paint/stake boring locations		2								2.0
Prepare project-specific field investigation instructions for AGEO field personnel.		1								1.0
Prepare a traffic control plan for the roadway drilling and a schedule and submit to S&C Associates and the City of Ketchum.		2								2.0
Contract the services of an ITD qualified traffic control provider for one day of drilling.		2								2.0
Coordinate with DIGLINE and the City of Ketchum to clear drill holes locations.				1						1.0
Coordinate with S&C Associates to develop a design traffic index.		2								2.0
Subtotal	0.0	9.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	10.0
<b>2.2 Subsurface Investigation</b>										
Mobilization				6			8			14.0
Day drilling: Drill rig and advance three borings to up to 6 ft bgs, including travel. At each boring location, log and obtain subgrade R-Value samples, and patch the roadway pavement using cold mix.				4			4			8.0
Subtotal	0.0	0.0	0.0	10.0	0.0	0.0	12.0	0.0	0.0	22.0
<b>2.3 Laboratory Testing</b>										
Unload samples, complete custody log-in, and store. Review samples and prepare/coordinate testing instructions. Review test reports. At project closure, dispose of samples at Hidden Hollow Landfill.				3						3.0
Subtotal	0.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	3.0



**Work Break-Down and Day Labor Hours**

File No. 03479

8/27/2021

Transmittal 2

Deliverable/Activity	Principal	Project Manager	QA	Engineer	Geologist	CADD	Tech	Admin		Total
<b>2.4 Data Development and Analyses</b>										
methodology.				4						4.0
Subtotal	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	4.0
<b>2.5 Reporting</b>										
<b>Roadway Materials Report</b>										
Prepare appendices.				2			2			4.0
Roadway Materials Report write-up.		2		8						10.0
AGEO internal review; Address comments.		1	1							2.0
Issue fo S&G review; Address comments.		1		1						2.0
Issue for owner/agency review; Prepare comment resolution form; Modify the report; Submit one sealed report.		1		1						2.0
Subtotal	0.0	5.0	1.0	12.0	0.0	0.0	2.0	0.0	0.0	20.0
<b>TOTAL</b>	<b>0.0</b>	<b>19.0</b>	<b>1.0</b>	<b>30.0</b>	<b>0.0</b>	<b>0.0</b>	<b>14.0</b>	<b>3.0</b>	<b>0.0</b>	<b>67.0</b>

Note 1.: Geotechnical- and materials-related field activities, such as drilling, test excavations, and field testing, may involve 10- to 12-hour work days. This estimate is based on 10- hours work days for field work. Invoicing will reflect actual field time, including daily travel to the work site.



Quotations  
for  
SH-75 Spur



SH-75 Spur

2022 Laboratory Testing Schedule - Confidential

File No. 03479

8/27/2021

Transmittal 2

Billing Code	Method	Item	Quantity	Unit	Cost	Extended Cost
<b>SOIL CLASSIFICATION AND INDEX TESTS</b>						
		<i>Laboratory Classification</i>				
L100	ASTM D2216	Water Content	3	EA	22.50	67.50
		<i>Atterberg Limits/Plasticity</i>				
L120	ASTM D4318	3 pt LL, 1 pt PL (Atterberg Limits)	3	EA	125.00	375.00
		<i>Particle-Size Analysis</i>				
L145	ASTM C136	Full Gradation with Wash (large sample, minus #4 split)	3	EA	140.00	420.00
L155	ASTM D422	Hydrometer to 0.002 mm (includes gradation)	1	EA	220.00	220.00
L160	ASTM D2419	Sand Equivalent	1	EA	63.00	63.00
<b>SOIL STRENGTH AND DEFORMATION</b>						
L230	ASTM D2844	R-Value	3	EA	540.00	1,620.00
<b>OTHER SERVICES</b>						
L900		Soil Sample Storage (per 5 gal. bucket or Bulk Sample)	1	EA	6.00	6.00
L902		Sample Disposal in Hidden Hollow Landfill	1	EA	70.00	70.00

**TOTAL LABORATORY DIRECTS      \$2,841.50**

**Pricing Updates:** Laboratory pricing is updated annually, as appropriately determined by American Geotechnics. Laboratory tests will be billed at current standard rates, which may be different than the unit prices listed herein. Expedited fees may apply.

**Delivery:** Pricing assumes delivery by client, unless other arrangements are made.

**Sample Storage Policy:** Samples will be stored for 60 days after testing and then disposed of by American Geotechnics, unless other arrangements are made.

2022 Field Directs

8/27/2021

Transmittal 2

Description	Quantity	Unit	Unit Cost (FY 2017)	Extended Cost
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**Project Coordination and Administration**

Lodging (FY21 per diem + estimated 15% taxes and fees)		Night		
M&IE		Day		
Rental Car (Including insur & taxes)		Day		
Gasoline for Rental Car		Day		
Light Duty Vehicles - Mileage		Mile		
Heavy Duty Vehicle - Mileage		Mile		
Towing Surcharge - Mileage		Mile		

**Subtotal \$0.00**

**Site Reconnaissance**

Lodging (FY21 per diem + estimated 15% taxes and fees)		Night		
M&IE		Day		
Rental Car (Including insur & taxes)		Days		
Gasoline for Rental Car		Day		
Light Duty Vehicles - Mileage		Mile		
Heavy Duty Vehicle - Mileage	0	Mile		
Towing Surcharge - Mileage		Mile		

**Subtotal \$0.00**

**Subsurface Explorations**

Lodging (FY21 per diem + estimated 15% taxes and fees)		Night		
M&IE		Day		
Rental Car (Including insur & taxes)		Day		
Gasoline for Rental Car		Day		
Light Duty Vehicles - Mileage		Mile		
Heavy Duty Vehicle - Mileage		Mile		
Towing Surcharge - Mileage		Mile		

<b>Drilling &amp; Field Testing by American Geotechnics (See estimate)</b>	1	LS	2,267.00	\$2,267.00
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**Subtotal \$2,267.00**

**Subcontractor Services**

Traffic Control	1	LS	1,500.00	\$1,500.00
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**Subtotal \$1,500.00**

**TOTAL FIELD DIRECTS \$3,767.00**

**Note:** Subcontractors may be changed for the convenience of American Geotechnics in executing the project objectives. Actual field expenses often differ from the estimated costs.

**Pricing Updates:** Pricing is updated at least annually, as appropriately determined by American Geotechnics. Services and supplies will be billed at current standard rates, which may be different than the unit prices listed. Expedited fees may apply.



2022 AGEO Field Testing Schedule - Confidential

File No. 03479

8/27/2021

Transmittal 2

Billing Code	Description	Quantity	Unit	Unit Cost (FY 2020)	Extended Cost
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Support Vehicle

F100	Heavy Duty Vehicle - Mileage	400	Mile	0.735	\$294.00
F100	Towing Surcharge - Mileage	400	Mile	0.350	\$140.00
				<b>Subtotal</b>	<b>\$434.00</b>
				<b>Subtotal</b>	<b>\$0.00</b>

Drilling and Sampling

F500.4	AG Drill Rig Mobilization (Lump Sum)	1	LS	539.00	\$539.00
F539	AG Drill Rig Auger Drilling and Sampling (hourly)	4	HR	303.00	\$1,212.00
				<b>Subtotal</b>	<b>\$1,751.00</b>

Drilling Supplies

F584	Asphalt Patch	2	EA	41.00	\$82.00
				<b>Subtotal</b>	<b>\$82.00</b>

**SUBTOTAL AGEO Drilling and Field Testing \$2,267.00**

**TOTAL AGEO Drilling and Field Testing \$2,267.00**

**Note:** Subcontractors may be changed for the convenience of American Geotechnics in executing the project objectives. Actual field expenses often differ from the estimated costs.

**Pricing Updates:** Pricing is updated at least annually, as appropriately determined by American Geotechnics. Services and supplies will be billed at current standard rates, which may be different than the unit prices listed on the project estimate. Expedited fees may apply.



## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Amendment to Warm Springs Option Agreement #20610**

#### Recommendation and Summary

Staff respectfully recommends that the City Council approve the proposed amendment to the Warm Springs Purchase Option Agreement which will extend the first performance date from October 28 to December 31, 2021.

***Motion: I move to approve Extension Amendment to the Warm Springs Purchase Option Agreement #20610.***

The reasons for the recommendation are as follows:

- The fundraising committee comprised of community members recommends this adjustment to align with traditional end of year giving/tax planning cycles
- This action will build upon fundraising success to date
- Property owner supports extension terms

#### Introduction and History

The new property owner completed the required land-use approvals to re-zone the adjacent 13 acres for single family development. During the entitlement process, the property owner offered a purchase option (see attached) to the city for the 65 acres. The agreement was structured with two performance date periods of October 28, 2021 and April 28 2022. On April 5, 2021, the City Council approved the option agreement to purchase 65 acres of the Warm Springs Ranch property which has been utilized informally by the community for the last decade as a passive park. While the city holds the option agreement, it was envisioned that private donations would be solicited for the bulk of the purchase price.

Following the Council's approval of the option agreement, the city retained a professional fundraising consultant; formed a steering committee comprised of residents; and partnered with Spur Foundation to serve as the custodian of funds. The committee has made solid progress with the fundraising efforts but felt it was best to request for a modest extension of the first performance date as it aligns with the end of year giving period that local philanthropists have become accustomed to. The property owner was very supportive of the request and has executed (see attached) the amendment to the purchase option agreement. This amendment does not alter the second April 28, 2022 performance date.

### Financial Impact

None

### Sustainability Impact

Should the option agreement be executed, it will preserve 65 acres of open space with close proximity to downtown. The city would also plan to revegetate certain areas and upgrade the irrigation system to significantly conserve water consumption. The city would also look to partner with other organizations on stream restoration to improve wildlife habitat and stream health, as well as improve flood control conditions.

### Attachments

- Purchase Option Agreement 20610
- Extension Amendment Agreement



**City of Ketchum, 8/12/21, Page 2 of 2**

**EXTENSION AMENDMENT TO OPTION AGREEMENT 20610**

This Extension Amendment to Option Agreement 20610 ("Extension") is made and entered \_\_\_\_\_, 2021 by and between Brennan Holdings 300, LLC, ("Optionor"), an Idaho limited liability company, and City of Ketchum ("Optionee" or "City"), an Idaho municipal corporation.

- A. The Parties have entered into Option Agreement 20610 ("Option") providing City an option to purchase the Property as referenced therein.
- B. Provision 1 provides for the Option to be available for exercise until October 28, 2021 (six months from the Option date).
- C. The City has requested additional time in which to exercise the Option, and Optionor is agreeable to such extension of the option period.

Therefore, the Option is amended as follows:

- 1. The Option Period shall be extended to December 31, 2021. Any reference to the Option Period or "first six-month period" is hereby extended and understood to extend until December 31, 2021.

The remainder of the Option, including the additional six-month automatic extension upon funding commitments of \$4.5 million dollars, remain the same and unchanged by this Extension.

**OPTIONOR:**

Dated: Sept. 15, 2021

Robert M. Brennan

Robert M. Brennan, Managing Member  
Brennan Holding 300, LLC

**OPTIONEE:**

Dated: \_\_\_\_\_

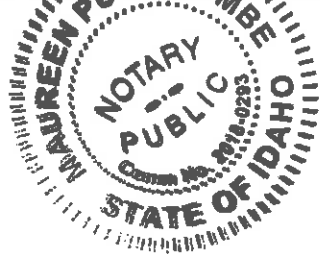
\_\_\_\_\_  
Neil Bradshaw, Mayor  
City of Ketchum

Attest: \_\_\_\_\_  
Tara Fenwick, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 15<sup>th</sup> day of September, 2021, before me Robert M Brennan personally appeared Robert M. Brennan, known or identified to me to be the person whose name is subscribed to the within instrument, on behalf of and as authorized for Brennan Holdings300, LLC, and acknowledged to me that he/she/they executed the same on its behalf.

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



Maureen Puddecombe  
NOTARY PUBLIC FOR IDAHO  
Residing at Ketchum, ID  
My Commission Expires 2-14-24

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me \_\_\_\_\_, personally appeared Neil Bradshaw, known or identified to me, to be the person whose name is subscribed to the within instrument as Mayor of the City of Ketchum, and acknowledged to me that he executed the same as authorized and on behalf of the City of Ketchum.

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 IDAHO  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## OPTION AGREEMENT 20610

THIS OPTION AGREEMENT (this “Agreement”) dated as of April 28, 2021, is by and among Brennan Holdings No. 300, LLC, an Idaho limited liability company (“Optionor”) and the City of Ketchum, Idaho, a municipal corporation (“Optionee”, and together with Optionor the “Parties”).

### RECITALS

A. Optionor is the owner of the real property in the City of Ketchum, Idaho described as Blocks 2 through 8, Warm Springs Ranch Large Block Plat according to the plat thereof recorded as Instrument No. 576508, records of Blaine County, Idaho a copy of which is attached hereto as Exhibit A and water rights 37-212A, 37-2621, and 37-20381 both referred to as (“Property”) for purposes of this Agreement.

B. Optionee desires to obtain an option to purchase the Property from Optionor and Optionor is willing to grant an option to purchase the Property to Optionee on the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Option.** For and in consideration of the sum of one dollar and other valuable consideration received, Optionor hereby grants to Optionee the exclusive right and option (“Option”) to purchase the Property from Optionor. The purchase price (“Purchase Price”) for the Property shall be nine million dollars (\$9,000,000). Optionee’s exclusive right and option to purchase the Property herein provided shall be exercisable by Optionee, in accordance with the terms hereof, (provided this Option has not been terminated pursuant to the terms hereof) during the six (6) month period which commences on date the last signature is obtained on this Agreement. (such time period being hereinafter referred to as the “Option Period”). The Option period shall be automatically extended for an additional six (6) month period after the first six (6) period provided the Optionee has raised or has funding commitments totaling \$4.5 million dollars towards the purchase of the Property.

**2. Exercise.** The Option herein granted to Optionee shall be exercisable by delivery of written notice by Optionee to Optionor of its unconditional exercise of the Option to purchase the Property. Such notice shall be delivered to Optionor either by personal delivery or by certified or registered United States mail, postage prepaid, return receipt requested, addressed to Optionor at the address provided for Optionor in Section 9 of this Agreement.

**3. Binding Contract.** In the event Optionee exercises its Option to purchase the Property, this Option shall thereupon become and be a legally enforceable and binding contract

for the purchase by Optionee and sale by Optionor of the Property, in accordance with the terms and conditions herein provided. In the event Optionee fails to exercise the Option within the Option Period, this Option shall automatically terminate, and in the event of such termination, both parties shall be released from any further obligations hereunder, except for liabilities, actual or contingent, which arose prior to the date of termination. Optionor agrees not to sell, transfer, mortgage or otherwise encumber the Property during the Option Period.

**4. AS IS Purchase:** Optionee is relying solely upon Optionee's inspections as to the condition of the Property. Optionor is not making, has not made and expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature, or condition of the Property, including, without limitation, the existence of hazardous waste, or the suitability of Property for Optionee's intended use. Optionee shall independently verify all information and reports regarding any aspect or feature of the Property provided by Optionor. Optionor does not guaranty the accuracy of any information or reports provided by Optionor, its agents or consultants. Optionee is purchasing the Property in "As Is" condition with all faults, including both latent and patent defects. As used herein "hazardous waste" shall mean any hazardous waste or pollutants, contaminants, or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1990 and any amendments thereto, the Resource Conservation and Recovery Act and any amendments thereto or any similar state, local or federal law, rule, or regulation, including, without limitation, asbestos, PCBs, petroleum and petroleum products and urea-formaldehyde.

**5. Use of Property.** Optionee agrees that the Property shall be used as a passive park for open space and that purpose shall be reflected in the Deed transferring ownership of the Property. Public facilities to improve access and maintenance, provide sanitation facilities, and restore Warm Springs Creek and its riparian zone and floodplain shall be expressly permitted.

**6. Optionee's Conditions:** Notwithstanding the exercise of this Option by Optionee, Optionee may terminate the Contract formed by the exercise of the Option unless each of the following conditions have been met or waived by Optionee on or before the Closing Date (hereinafter defined):

(a) Condition of Title. Title to the Property shall be conveyed by Special Warranty Deed ("Deed") and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, and tenancies, whether recorded or unrecorded, except those shown on Exhibit "B" attached hereto and made a part hereof, the lien of taxes not yet due and payable, and the title insurer's standard printed exceptions ("Permitted Exceptions"). The Permitted Exceptions shall include the Development and Rezoning Agreement attached hereto as Exhibit "C".

(b) Title Insurance. Escrow Holder shall be prepared to deliver to Optionee, upon closing, an Owner's Policy of Title Insurance, in the full amount of the purchase price, insuring fee simple title to the Property to be vested in Optionee, subject only to the Permitted Exceptions.

**7. Closing:** Within two (2) days from the date of the exercise of the Option by Optionee, Optionee shall open escrow with Blaine County Title, Inc., Ketchum, Idaho ("Escrow

Holder”). Closing shall occur on the tenth (10th) business day following the date of Optionee’s exercise of the Option (“Closing Date”). In the event closing does not occur on the Closing Date for reasons other than the default of Optionor, Optionor may terminate the Contract formed by the exercise of this Option by giving five (5) days’ written notice to Optionee. If closing has not occurred within five (5) days after giving such notice, the Contract formed by the exercise of this Option shall automatically terminate and neither Optionee nor Optionor shall have any further obligations to the other and Optionor shall be entitled to retain the Option consideration paid by Optionee. On or before the Closing Date the parties shall deposit the following with Escrow Holder: (a) Optionor shall deposit a duly executed and acknowledged Deed conveying the Property to Optionee, (b) Optionee shall deposit the purchase price in immediately available funds, and (c) both parties shall provide instruction to the Escrow Holder to disburse the entire purchase price to Optionor upon recordation of the Deed, and when Escrow Holder is in a position to issue the title policy required by Section 5(b).

**8. Costs:** Optionee shall pay the costs of recording the Deed conveying Property to Optionee. Any escrow fees shall be paid equally by both parties. Taxes and assessments shall be prorated as of the Closing Date. For the purposes of prorations, Optionee shall be deemed to have owned the Property for the entire Closing Date. Optionee shall pay the cost of Optionee’s Owner’s Policy of Title Insurance. All other costs including all other recording fees, any state documentary stamps, transfer taxes and excise taxes shall be paid by Optionee.

**9. Default:** Time is of the essence of this Option. Upon the failure of either party to perform their obligations hereunder, such party shall be deemed to be in default. Upon a default occurring, and failure of the defaulting party to cure such default within the cure period described below), the non-defaulting party may at its election:

(a) If the defaulting party is the Optionor, Optionee may terminate this Agreement or the contract formed by the exercise of the Option by written notice to the Optionor, or (ii) pursue its legal or equitable remedies;

(b) If the defaulting party is Optionee, Optionor may (i) terminate the contract formed by the exercise of the Option by written notice to Optionee, or (ii) pursue its legal remedies including money damages, or (iii) its equitable remedies including seek specific performance of this Agreement or the contract formed by the exercise of the Option.

The parties declare it to be their intent that this Agreement and the contract formed by the exercise of the Option may be specifically enforced. A defaulting party shall have the right to cure any default within five (5) days following receipt of notice of default from the non-defaulting party.

**10. Notices:** All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, U.S. Mail, certified, return receipt requested, or other reliable delivery service such as Federal Express or UPS, postage or delivery charges prepaid, addressed to the appropriate party at the address set forth below:

If to the Optionor: Brennan Holdings No. 300, Post Office Box 1991, Sun Valley, Idaho 83353, Attention: Robert M. Brennan, Managing Member

With a copy to:            Lawson Laski Clark, PLLC, Post Office Box 3100, Ketchum,  
Idaho 83340, Attention: Edward A. Lawson

If to Optionee:            City of Ketchum, Post Office Box 2315, Ketchum, Idaho 83340  
Attention: City Administrator

All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term “*receipt*” shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt, (b) the date of receipt of the notice or other document by the person or entity to whom it was addressed, or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

## **11. Miscellaneous**

A.     *Expenses.* Except as otherwise provided in this Agreement, or as otherwise agreed to in writing by the parties, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

B.     *Rules of Construction.* The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

C.     *Counterparts.* This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

D.     *Entire Agreement.* This Agreement, together with the Exhibits and Schedules hereto, and any documents delivered by the parties in connection herewith constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto, or any of them, with respect to the subject matter hereof.

E.     *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho without regard to its rules of conflict of laws.

F.     *Severability.* In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and the parties shall use their reasonable best efforts to substitute a valid, legal,

and enforceable provision which, insofar as practicable, implements the original purposes and intents of this Agreement.


G. *Assignment; Reliance of Other Parties.* Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any of the parties hereto in whole or in part (whether by operation of law or otherwise) without the prior written consent of the other parties and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any Person other than the parties hereto any rights or remedies under or by reason of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

Brennan Holdings No. 300, LLC,  
an Idaho limited liability company

City of Ketchum, Idaho, a municipal  
corporation

By:   
Robert M. Brennan, Managing Member

By:   
Neil Bradshaw, Mayor











## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Agreement 20714 with HDR Inc. for the Main Street (SH-75) Signal Timing Plan**

#### Recommendation and Summary

Staff is recommending approval of Agreement 20714 with HDR for traffic engineering services to develop a signal timing plan for the Main Street (SH-75) corridor.

**"I move to authorize the Mayor to sign Agreement 20714 with HDR Inc."**

The reasons for the recommendation are as follows:

- Signal operation at Sun Valley Road and Main Street has changed with the addition of the pedestrian scramble.
- The signal timing plan will determine the optimum cycle length for each light within the Main Street corridor.
- HDR is available to do the work and can complete in 4 weeks

#### Introduction and History

Timing plans are developed by analyzing traffic volume and traffic direction on a given street or corridor during a given time of the day. A typical traffic signal uses timing plans based on the time of day, AM peak period, PM peak period and off-peak period. A five-step process is used when creating a timing plan these steps include: data collection, optimization/modeling, implementation, evaluation, and refinement.

With the addition of the pedestrian scramble at Sun Valley Road and the HAWK on 4<sup>th</sup> Street the existing Main Street corridor timing plan is out-of-date. The signals within the corridor are no longer sequenced with current traffic patterns. The signal timing plan will utilize recently collected traffic data to develop a timing plan based on existing traffic patterns of the corridor and optimize the signal sequencing and cycle length for AM and PM peak times.

ITD initially requested the City contract with Jacobs Engineering to complete the timing plan. In subsequent discussions with ITD it was determined to be more cost effective to have HDR provide the plan verses Jacobs.

Traffic counts were collected by L2 Data as part of the Main Street and Warm Springs Alternative Analysis and will be used in the model to create the timing plans. HDR is available to do the analysis and can provide a timing plan in approximately 4 weeks.

#### Sustainability Impact

Improved signal timing reduces wait time and idling at intersections.

#### Financial Impact

The cost of the timing plan is \$18,436.00. CIP fund balances will be used to cover the cost of the plan.

Attachments:  
Agreement 20714 – Task Order 3 – Main Street Signal Timing Plan

**TASK ORDER**

This Task Order pertains to an Agreement by and between City of Ketchum, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated September , 2021, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 03

PROJECT NAME: Main Street (SH-75) Signal Timing

PART 1.0 PROJECT DESCRIPTION: See Attachment A

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT: See Attachment A

PART 3.0 OWNER’S RESPONSIBILITIES: See Attachment A

PART 4.0 PERIODS OF SERVICE: See Attachment A

PART 5.0 ENGINEER’S FEE: See Attachment B

PART 6.0 OTHER: N/A

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City of Ketchum  
"OWNER"

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Kate Eldridge

TITLE: \_\_\_\_\_

TITLE: Vice President

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS: 412 E. Parkcenter Blvd.,  
Suite 100  
Boise, ID 83706



## SCOPE OF SERVICES

### Project Description

The purpose of the project is to develop and updated signal timing plan for the Main Street (SH-75) corridor in the City of Ketchum (City) for the signalized intersections at 1<sup>st</sup> Street, Sun Valley Street, and 5<sup>th</sup> Street and the pedestrian hybrid beacon (HAWK Signal) at 4<sup>th</sup> Street.

This Scope of Services (SOS) includes the data collection, signal timing plan development, signal timing plan implementation, before and after implementation travel time runs, and final report. HDR Engineering, Inc. (HDR) will complete the tasks included in this SOS.

The scope narrative is organized by the following tasks:

- Task 100 Project Management
- Task 200 Project Goals and Objectives
- Task 300 Data Collection
- Task 400 Existing Conditions and Timing Plan Development

### Key Understandings

1. The City is the agreement administrator, and the project is funded by the City. State and Federal funds will not be used.
2. This scope of services assumes a three (3) month project duration for estimating purposes, with timing plan delivery no later than December 31, 2022, based on an NTP of October 1, 2021.
3. All deliverables will be electronic PDF files. Where hard copies are required it will be noted in the tasks below.
4. In developing signal timing plans, HDR will use the available data collected, however changes to traffic volumes and patterns from those observed can greatly impact signal performance. HDR, therefore, will not warranty signal performance.
5. Any tasks to review, analyze, or update the developed signal timing plans after they are implemented will be additional services.

## 100 PROJECT MANAGEMENT

### 110 Project Initiation and Project Management Plan

HDR will set up the project files and accounting system, as well as prepare a Project Management Plan for use by the project team, including the City. The plan will include key project information such as communication protocols, contact information for key team members, project schedule, project delivery process, quality control procedures and will be updated as needed during the project development process.

#### Deliverables

- Project Management Plan (information only, no review)

### 120 Kick-off Meeting

A kick-off meeting will be held to outline the project objectives, roles and responsibilities, critical success factors, and to review the schedule. This meeting will include City staff, ITD staff, and two (2) HDR staff (PM + key task lead). HDR will prepare the agenda, schedule, and facilitate





the kick-off meeting with City staff to discuss the project objectives, approach, schedule, available information, etc.

#### **Assumptions**

- The kickoff meeting will be held in person in the City of Ketchum.
- Meeting attendance includes two (2) HDR staff (PM + key task lead).
- The kickoff meeting is anticipated to last two (2) hours, including preparing meeting minutes, and five (5) hours of travel time.
- The kickoff meeting may be combined with the Main Street (SH-75) Alternatives Analysis project kick-off meeting to save project costs.

#### **Deliverables**

- Kickoff meeting agenda and minutes

### **130 Project Team Meetings**

Project team meetings will be conducted throughout the duration of the project. Team meetings will be held via conference call to review project status and address questions with the City. Timing and scheduling of these meetings will be determined at the project kick-off meeting. The team meetings will be held via conference call throughout the project.

All meetings will include an agenda and discussion of action items. Meeting minutes will be prepared and distributed.

#### **Assumptions**

- Two (2) team coordination meetings will be scheduled as needed.
- Meeting attendance includes two (2) HDR staff (PM + key task lead).
- Project Team meetings are anticipated to last one and a half (1 ½) hours, including preparing meeting minutes.

#### **Deliverables**

- Project Team meetings agendas and minutes

### **140 Status Calls**

Status calls between the HDR PM and the City PM will be scheduled as needed throughout the duration of the project to coordinate project status and needs. The HDR PM will coordinate the necessary updates and action items for the calls.

#### **Assumptions**

- Four (4) status calls at ½ hour each.

#### **Deliverables**

- Action Item List - via email, if necessary

### **150 Project Administration, Progress Reports and Invoicing**

HDR will staff and manage a project team to provide project deliverables and manage the budget and schedule. Monthly progress reports and invoices will meet the City's requirements. HDR will submit invoices to the City.

#### **Deliverables**

- Monthly Invoice and Progress Report - including labor and expense backup (assume three [3] invoices)



## 200 PROJECT GOALS AND OBJECTIVES

### 210 Develop the Project Goals and Objectives

In coordination with the kickoff meeting, HDR will discuss the project goals and objectives that the City and ITD will have for this project. This will include a discussion of existing signal infrastructure and operations as well as a high-level review of existing corridor functionality including observed problem movements or areas.

HDR will summarize goals and objectives in the meeting minutes for City and ITD review following the meeting. Once comments are received and the appropriate input incorporated, the goals and objectives will be documented in the Final Letter Report.

#### Assumptions

- Two (2) HDR staff, City staff, and ITD staff will meet in the kickoff meeting in task 120.
- Travel expenses for this will be under the kickoff meeting under Task 120.

#### Deliverables

- Meeting minutes under Task 120

## 300 DATA COLLECTION

HDR will use the following data collected by HDR, L2 or the City for another project:

- Most recent five calendar years of crash data (e.g., type, severity, injuries) including location information
- Locations in the project area identified as exceeding statewide or local performance measure for crash frequency or severity
- Signalized intersections and signal timings
- Signalized controller and detection type information
- Posted speeds
- Number of lanes/cross-sections for project roadways
- Pavement conditions (assuming data are readily available and completed)
- Existing bike lanes, sidewalks, publicly maintained off-street pedestrian/bike facilities
- Pedestrian and bicycle counts on project and surrounding corridors
- Transit routes
- Proposed and adopted plans for future land use and development
- Significant land use changes and/or developments since the last Comprehensive Plan
- Peak hour and ADT counts at key intersections and segments
- Base map data (AutoCAD, GIS or Aerial format) for use in calculating signal and pedestrian clearance times will be obtained from the City.

HDR will document the existing conditions, including roadway and intersection configurations, pedestrian facilities, bicycle facilities, surrounding land use.

HDR will review completed data and recommend updates and request additional information from the City.



### **Deliverables**

- Existing Data Summary Memo

## **400 EXISTING CONDITIONS AND TIMING PLAN DEVELOPMENT**

### **410 Existing Synchro Model Development**

HDR will develop an Existing Synchro Model for the corridor for AM and PM time of day plans. HDR will analyze the operations at the signals and HAWK signal under the existing signal timing parameters. Level of service (LOS) will be reported based on Highway Capacity Manual (HCM) metrics using Synchro, SimTraffic, and Highway Capacity Software (HCS) traffic operations analysis tools.

#### **Assumptions**

- This analysis will be for existing conditions using existing signal timing parameters provided by ITD.
- The existing models will include the pedestrian scramble phase at the Sun Valley Road Intersection.

#### **Deliverables**

- Existing Conditions Summary included in the Draft and Final Letter Reports

### **420 Signal Timing Plan Development**

HDR will develop two updated signal timing plans for the corridor for the AM and PM Peak hours. HDR will develop Signal Timing Parameter worksheets to aid in imputing traffic signal timing parameters into the central software. The parameter worksheets will calculate updated vehicle and pedestrian clearance intervals using data collected under 300.

#### **Assumptions**

- Calculated signal timing parameters will follow recommendations in NCHRP 812: *Signal Timing Manual – Second Edition*, and ITE's *Guidelines for Determining Traffic Signal Change and Clearance Intervals*.
- ITD and the City will provide one (1) round of comments on the draft timing plans.
- No seasonal, shoulder or weekend plans will be developed.

#### **Deliverables**

- One (1) draft time-space diagram for the corridor will be developed for each of the two (2) signal timing plans in .pdf format
- One (1) draft signal timing parameter workbook for each of the two (2) signal timing plans in .pdf format
- One (1) final signal timing parameter workbook for each of the two (2) signal timing plans in .pdf format

### **430 Letter Report**

The results of the data collection, analysis, and signal timing plans will be described in a short letter report that documents the results of the signal timing study.

HDR will distribute the Draft Letter Report electronically to City staff to share with and agency partners, including the ITD District 4 Traffic Engineer, and other stakeholders.



HDR will finalize the Letter Report by incorporating comments received. HDR will provide a Final Letter Report to City staff, and agency partners, in electronic format.

**Assumptions**

- Draft Letter Report will be up to three (3) pages with the proposed signal timings attached.
- One (1) review of the Draft Letter Report will be conducted by City staff and other agency partners
- City will compile all City Council, staff, ITD, stakeholder, and public comments and provide one set of comments to HDR
- No team meeting will be held to review comments.

**Deliverables**

- Draft Letter Report
- Comment and response matrix from review of Draft Letter Report
- Final Letter Report

HDR Engineering, Inc.  
 City of Ketchum Main Street (SH-75) Signal Timing

		HDR						
		TOTAL	Principal in Charge	Quality Control	Project Manager	Senior Traffic Engineer	Traffic Engineer	Accounting
<b>100</b>	<b>Project Management</b>	<b>40</b>	<b>1</b>	<b>0</b>	<b>17</b>	<b>0</b>	<b>12</b>	<b>10</b>
110	Project Initiation and Project Management Plan	4.5	0.5		2			2
120	Kick-off Meeting	14			7		7	
130	Project Team Meetings	6			3		3	
140	Status Calls	4			2		2	
150	Project Administration, Progress Reports and Invoicing	11.5	0.5		3			8
<b>200</b>	<b>Project Goals and Objectives</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>
210	Develop the Project Goals and Objectives	3			1	1	1	
<b>300</b>	<b>Data Collection</b>	<b>8</b>			<b>4</b>		<b>4</b>	
<b>400</b>	<b>Existing Conditions and Timing Plan Development</b>	<b>55</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>20</b>	<b>32</b>	<b>0</b>
410	Existing Synchro Model Development	21		1		8	12	
420	Signal Timing Plan Development	21		1		8	12	
430	Letter Report	13		1		4	8	
	<b>Total:</b>	<b>106</b>	<b>1.0</b>	<b>3.0</b>	<b>22.0</b>	<b>21.0</b>	<b>49.0</b>	<b>10.0</b>
	<b>Total Check:</b>	<b>106.0</b>	<b>1.0</b>	<b>3.0</b>	<b>22.0</b>	<b>21.0</b>	<b>49.0</b>	<b>10.0</b>
	<b>Percent of Project Total:</b>	<b>100.0%</b>	<b>0.9%</b>	<b>2.8%</b>	<b>20.8%</b>	<b>19.8%</b>	<b>46.2%</b>	<b>9.4%</b>

Attachment B

**CONSULTANT NAME: HDR Engineering, Inc.**  
**PROJECT NAME: City of Ketchum Main Street (SH-75) Signal Timing**  
**PROJECT NO.: N/A**  
**KEY NO. N/A**

**DESIGN**

**A. SUMMARY ESTIMATED MAN-DAY COSTS**

	Man-Hours	Rate	Labor Cost
1 Principal in Charge	= 1.00 @	\$305.00 =	\$305.00
2 Quality Control	= 3.00 @	\$224.00 =	\$672.00
3 Project Manager	= 22.00 @	\$224.00 =	\$4,928.00
4 Senior Traffic Engineer	= 21.00 @	\$233.00 =	\$4,893.00
5 Traffic Engineer	= 49.00 @	\$131.00 =	\$6,419.00
7 Accounting	= 10.00 @	\$85.00 =	\$850.00
	<b>TOTAL = 106.00</b>	<b>TOTAL =</b>	<b>\$18,067.00</b>

**B. OUT-OF-POCKET EXPENSES**

**HDR TOTAL ESTIMATED EXPENSE\* = \$369.00**  
 \* See attached Direct Expenses for HDR

**C. ESCALATION**

Anticipated Agreement Date: October 1, 2021  
 Project Duration: 4 months  
 Escalation Period: 1 month

Total Labor Cost		X	Esc Ratio		Annual Esc		
\$18,067.00			0%	x	3.5%	=	<b>\$0.00</b>

**HDR Subtotal = \$18,436.00**

**D. SUBCONSULTANTS**

**Subconsultant Subtotal = \$0.00**

**TOTAL = \$18,436.00**

SULTANT NAME: HDR Engineering, Inc.  
 PROJECT NAME: City of Ketchum Main Street (SH-75) Signal Timing  
 PROJECT NO.: N/A  
 KEY NO. N/A

**F. OUT-OF-POCKET EXPENSES SUMMARY**

Expense	Unit	Estimated Amount		Unit Cost		Estimated Expense
1 Printing (8.5x11)	Sheets	100	@	\$ 0.05	=	\$ 5.00
2 Printing (8.5x11 Color)	Sheets	25	@	\$ 0.16	=	\$ 4.00
3 Printing (11x17)	Sheets	50	@	\$ 0.10	=	\$ 5.00
4 Printing (11x17 Color)	Sheets	25	@	\$ 0.32	=	\$ 8.00
5 Postage & Shipping	LS		@	\$ 100.00	=	\$ -
6 Postcards/Shipping Postcards	Each	-	@		=	\$ -
7 Display Boards (16)	sq ft	-	@	\$ 7.00	=	\$ -
8 Roll Plot - Color	sq ft	-	@	\$ 0.90	=	\$ -
9 Display Ad	Each	-	@	\$ 210.00	=	\$ -
10 Meeting Refreshments	LS	-	@	\$ 50.00	=	\$ -
11 Mileage	Miles	-	@	\$ 0.560	=	\$ -
12 Meals	Day	2	@	\$ 66.00	=	\$ 132.00
13 Lodging	Each	-	@	\$ 147.00	=	\$ -
14 Lodging Tax	Each	-	@	\$ 22.05	=	\$ -
15 Airfare - Spokane to Boise	Each	-	@	\$ 250.00	=	\$ -
16 Rental Car	Each	1	@	\$ 75.00	=	\$ 75.00
17 Fuel	Gals	40	@	\$ 3.50	=	\$ 140.00
<b>HDR Engineering, Inc. Total Estimated Expenses</b>						<b>\$369.00</b>

Task 120&300

Expense	Unit	Estimated Amount		Unit Cost		Estimated Expense
Meals	Day	2	@	\$ 66.00	=	\$ 132.00
Lodging	Each		@	\$ 147.00	=	\$ -
Lodging Tax	Each		@	\$ 22.05	=	\$ -
Airfare - Spokane to Boise	Each		@	\$ 250.00	=	\$ -
Rental Car	Each	1	@	\$ 75.00	=	\$ 75.00
Fuel	Gals	40	@	\$ 3.50	=	\$ 140.00



## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### Direction to Staff on Preferred Location for the Relocation of Glass and Cardboard Recycling

#### Recommendation and Summary

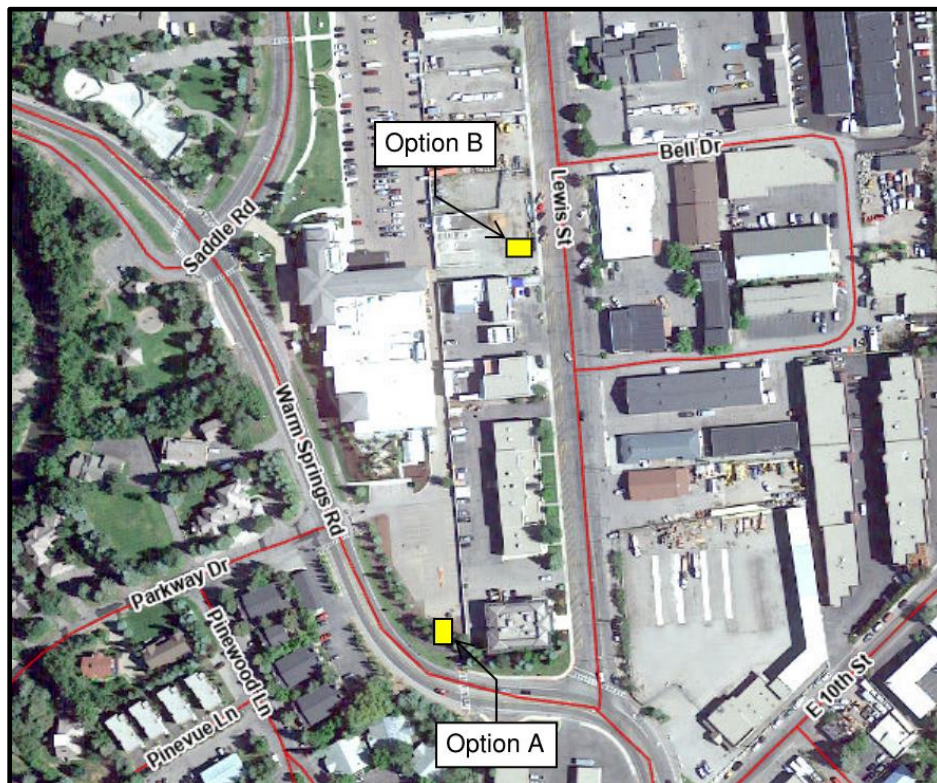
Staff is seeking direction from Council for relocation of the public glass and cardboard recycling dumpsters.

City owned locations for the Council to consider are:

- **Option A** - YMCA South Lot
- **Option B** - Lewis Street Lot

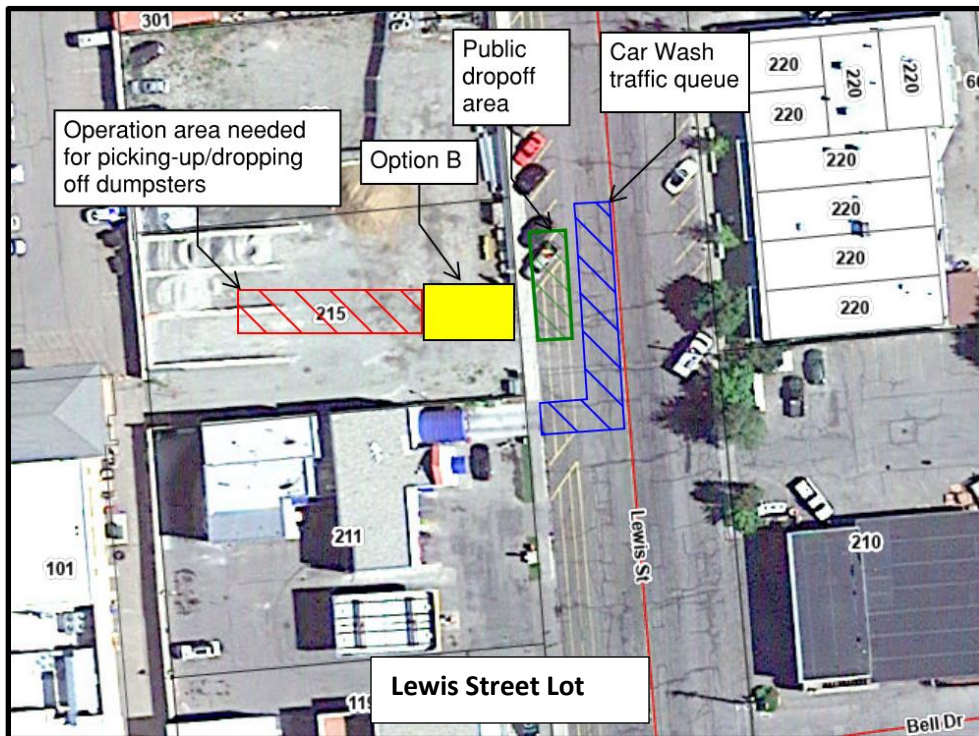
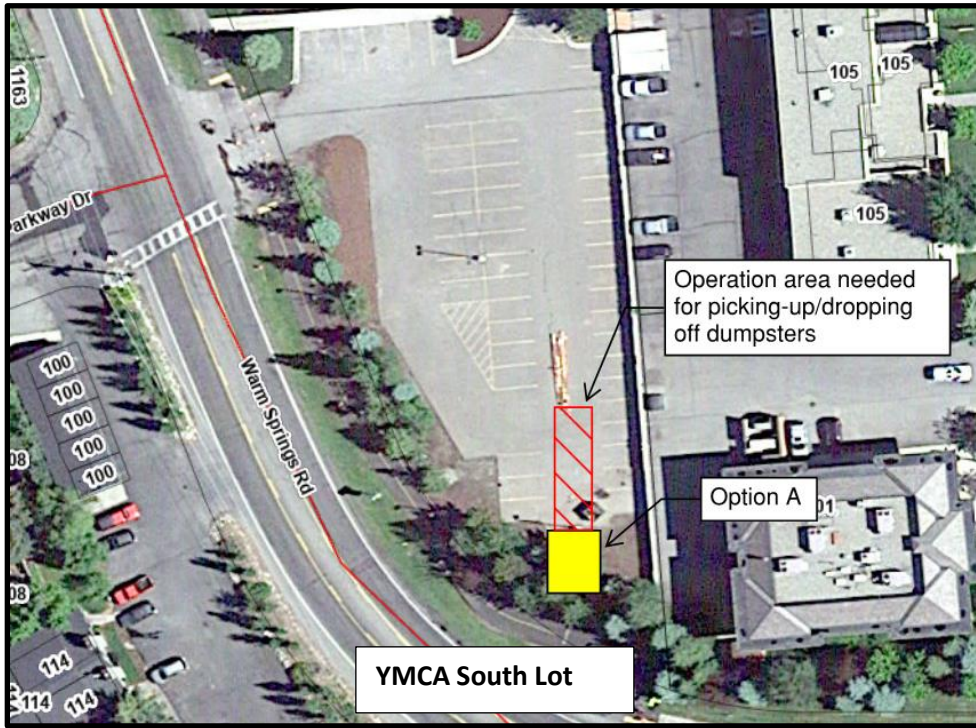
#### Introduction and History

The City is looking to relocate the public glass recycling dumpster and consolidated the cardboard recycling. The existing recycling dumpsters are currently located in the City owned parking lot south of the YMCA. The existing dumpsters would be consolidated and replaced with an approximately 8'x20' dumpster for glass and an 8'x20' cardboard compactor. City staff evaluated 2 locations shown below. Both locations would require site improvements.





	Option A – YMCA South Lot	Option B – Lewis Street Lot
<b>Zoning</b>	Tourist (T)	LI-2 (Light Industrial 2)
<b>Operational Constraints</b>	Existing drive aisles to be used for dumpster and compactor pick-up/drop off	Existing lot to be used for dumpster and compactor pick-up/drop off
<b>Traffic Conflicts</b>	Existing parking lot, minimal conflicts	Queuing for cars entering car wash
<b>Future Use</b>	TBD	TBD



Staff has met with Clear Creek and walked both locations. Clear Creek's preference is Option A.

Sustainability Impact

Continued recycling services for the public

Financial Impact

Rough order of magnitude costs for each option are listed below:

**Option A:** YMCA South Lot - \$74,700

**Option B:** Lewis Street Lot - \$66,450

The cost for the recycling relocation would be incorporated into the franchise agreement with Clear Creek.

Attachments:

YMCA South Lot ROM

Lewis Street ROM

**Construction ROM**

**AIA DOCUMENT G703**

AIA DOCUMENT G703 • CONTINUATION SHEET • FACSIMILE

APPLICATION NO.: 1  
 INVOICE NO.:  
 PROJECT NO.:  
 APPLICATION DATE:  
 PERIOD TO: 1

A	B	C1	C2	C3	D	E	F	G		H	I
	DESCRIPTION	BUDGET	CHANGE ORDERS	TOTAL BUDGET	WORK IN PLACE		STORED MATERIAL	TOTAL TO DATE	% OF COMP.	BALANCE TO COMPLETE	RETAINAGE
					PREVIOUS	CURRENT					
<b>YMCA South Lot ROM</b>											
	Demolition - tree removal, light removal, landscaping	\$3,000.00		\$3,000.00				\$0.00	0.0%	\$3,000.00	
	New concrete pad	\$35,000.00		\$35,000.00				\$0.00	0.0%	\$35,000.00	
	IP electrical upgrades	\$18,000.00		\$18,000.00				\$0.00	0.0%	\$18,000.00	
	Onsite electrical connections	\$3,000.00		\$3,000.00				\$0.00	0.0%	\$3,000.00	
	Traffic control	\$1,000.00		\$1,000.00				\$0.00	0.0%	\$1,000.00	
	Landscape repair	\$3,000.00		\$3,000.00				\$0.00	0.0%	\$3,000.00	
	Landscape screening	\$3,000.00		\$3,000.00				\$0.00	0.0%	\$3,000.00	
	Striping	\$1,000.00		\$1,000.00				\$0.00	0.0%	\$1,000.00	
	Signage	\$1,000.00		\$1,000.00				\$0.00	0.0%	\$1,000.00	
	Construction Contingency (10%)	\$6,700.00		\$6,700.00				\$0.00	0.0%	\$6,700.00	
	<b>Subtotal</b>	\$74,700	\$0.00	\$74,700	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$74,700.00	\$0.00
<b>TOTAL CONSTRUCTION</b>		<b>\$74,700</b>	<b>\$0.00</b>	<b>\$74,700</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.0%</b>	<b>\$74,700</b>	<b>\$0.00</b>

**Recycling Relocation - YMCA South Lot ROM**

**Construction ROM**

**AIA DOCUMENT G703**

AIA DOCUMENT G703 • CONTINUATION SHEET • FACSIMILE

APPLICATION NO.: 1  
 INVOICE NO.:  
 PROJECT NO.:  
 APPLICATION DATE:  
 PERIOD TO: 1

A	B	C1	C2	C3	D	E	F	G		H	I
	DESCRIPTION	BUDGET	CHANGE ORDERS	TOTAL BUDGET	WORK IN PLACE		STORED MATERIAL	TOTAL TO DATE	% OF COMP.	BALANCE TO COMPLETE	RETAINAGE
<b>Lewis Lot ROM</b>											
	Demolition	\$1,000.00		\$1,000.00				\$0.00	0.0%	\$1,000.00	
	New concrete pad	\$35,000.00		\$35,000.00				\$0.00	0.0%	\$35,000.00	
	IP electrical upgrades	\$15,000.00		\$15,000.00				\$0.00	0.0%	\$15,000.00	
	Onsite electrical connections	\$2,000.00		\$2,000.00				\$0.00	0.0%	\$2,000.00	
	Fence/screening	\$5,000.00		\$5,000.00				\$0.00	0.0%	\$5,000.00	
	Traffic Control	\$500.00		\$500.00				\$0.00	0.0%	\$500.00	
	Striping	\$1,000.00		\$1,000.00				\$0.00	0.0%	\$1,000.00	
	Signage	\$1,000.00		\$1,000.00				\$0.00	0.0%	\$1,000.00	
	Construction Contingency (10%)	\$5,950.00		\$5,950.00				\$0.00	0.0%	\$5,950.00	
	<b>Subtotal</b>	\$66,450	\$0.00	\$66,450	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$66,450.00	\$0.00
<b>TOTAL CONSTRUCTION</b>		\$66,450	\$0.00	\$66,450	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$66,450	\$0.00

**Recycling Relocation - Lewis St. ROM**



## City of Ketchum

September 14, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Alter the City Alcohol License Expiration Date**

#### Recommendation and Summary

Staff is recommending the council alter the current alcohol license expiration date by adopting the following motion:

***“I move to approve the first reading of Ordinance No. 1218.”***

The reason for the recommendation is as follows:

- To relieve the burden on business owners during the yearly liquor licensing.
- Many cities stagger the expiration date of the city alcohol license to give business owners ample opportunity to receive their state and county licenses.

#### Introduction and History

As per Ordinance 882, city liquor licenses expire on the same day as state and county licenses. To apply and receive a city license the applicant must present a renewed state and county liquor license. Excessive time was spent tracking down state and county liquor licenses so applications could come before council without the city license lapsing. The changes to Ordinance 882 are underlined as follows:

- AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING CHAPTER 5.04 OF THE KETCHUM CITY CODE PERTAINING TO THE DATE OF RENEWING CITY RETAIL ALCOHOLIC BEVERAGE LICENSE TO COINCIDE WITH FALL ONE (1) MONTH AFTER THE STATE AND COUNTY RENEWAL DATES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND, PROVIDING AN EFFECTIVE DATE.
- Each license shall be issued for a year beginning at one minute past twelve a.m. on ~~August 1~~ September 1 through ~~July 31~~ August 31, provided, however, should a license be issued for less than a full year, the license fee shall be prorated in accordance with the actual months of issuance. There shall be no refunds on any license issued.

#### Sustainability Impact

There is no sustainability impact arising from this reporting.

Financial Impact

Liquor licensing fees will primarily be reported in August, instead of July.

Attachments

Original Ordinance 882 and New Ordinance 1218

ORDINANCE NO. 882

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING CHAPTER 5.04 OF THE KETCHUM CITY CODE PERTAINING TO THE DATE OF RENEWING CITY RETAIL ALCOHOLIC BEVERAGE LICENSE TO COINCIDE WITH THE STATE RENEWAL DATES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND, PROVIDING AN EFFECTIVE DATE.

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

**SECTION 1.** Section 5.04.50 is amended as follows:

**5.04.050 License Fee**

The license fee imposed and collected for each license required under this Ordinance shall be as follows:

<b>License Classification</b>	<b>Annual License Fee</b>
<b>Beer</b>	
1. Retail sale of draft beer, or bottled or canned beer to be consumed on premises	\$200.00
2. Retail sale of bottled or canned beer to not be consumed on premises	\$50.00
<b>Wine</b>	
1. Retail sale of wine by the bottle or glass to be consumed on premises	\$200.00
2. Retail sale of wine by the bottle not to be consumed on the premises	\$200.00
<b>Liquor License</b>	
Retail sale of liquor by-the-drink	\$560.00

Each license shall be issued for a ~~calendar~~ year beginning at one minute past twelve a.m. on ~~January 15 through January 14~~ August 1 through July 31, provided, however, should a license be issued for less than a full ~~calendar~~ year, the license fee shall be prorated in accordance with the actual months of issuance. There shall be no refunds on any license issued.

**SECTION 2. REPEALER CLAUSE.** All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall be in full force from and after its passage and approval and publication.

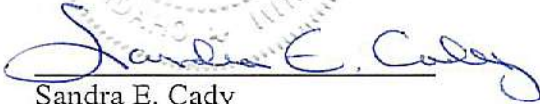
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF KETCHUM,  
IDAHO on this 17th day of September, 2001.



David C. Hutchinson  
Mayor



ATTEST:



Sandra E. Cady  
City Clerk

Publish: Idaho Mountain Express  
September 26, 2001





ORDINANCE NO. 1218

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING CHAPTER 5.04 OF THE KETCHUM CITY CODE PERTAINING TO THE DATE OF RENEWING CITY RETAIL ALCOHOLIC BEVERAGE LICENSE TO FALL ONE (1) MONTH AFTER THE STATE AND COUNTY RENEWAL DATES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND, PROVIDING AN EFFECTIVE DATE.

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

**SECTION 1.** Section 5.04.50 is amended as follows:

**5.04.050 License Fee**

The license fee imposed and collected for each license required under this Ordinance shall be as follows:

<b>License Classification</b>	<b>Annual License Fee</b>
<b>Beer</b>	
1. Retail sale of draft beer, or bottled or canned beer to be consumed on premises	\$200.00
2. Retail sale of bottled or canned beer to not be consumed on premises	\$50.00
<b>Wine</b>	
1. Retail sale of wine by the bottle or glass to be consumed on premises	\$200.00
2. Retail sale of wine by the bottle not to be consumed on the premises	\$200.00
<b>Liquor License</b>	
Retail sale of liquor by-the-drink	\$560.00

Each license shall be issued for a year beginning at one minute past twelve a.m. on September 1 through August 31, provided, however, should a license be issued for less than a full year, the license fee shall be prorated in accordance with the actual months of issuance. There shall be no refunds on any license issued.

**SECTION 2. REPEALER CLAUSE.** All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall be in full force from and after its passage and approval and publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF KETCHUM,  
IDAHO on this 20th day of September 2021.

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Neil Bradshaw  
Mayor

ATTEST:

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Tara Fenwick  
City Clerk



## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation To Approve Second Reading of Ordinance 1224 Amending KMC Section 17.140.090 B and C Exempt Communication Facilities, to Exempt Public Safety Antennas and Any Wireless Communication Facility Located on a Public Use Building and Amend the City of Ketchum Official Zoning District Map to Change the Zoning of Block 1 of the Warm Springs Ranch Large Block Plat from T, Tourist Designation to GR-L, General Residential Low Density.**

### Recommendation and Summary

Staff is recommending the Council conduct a public hearing and approve second reading of Ordinance 1224 and adopt the following motion:

**“I move to approve the second reading of Ordinance 1224 and read by title only by the City Clerk”**

The reasons for the recommendation are as follows:

- On August 10, 2021, the Planning and Zoning Commission recommended approval of the proposed text amendment with modifications and approval of the District Zoning Map amendment.
- The proposed text amendment facilitates the installation of emergency communication equipment on the new fire station.
- The proposed amendment to the District Zoning Map implements the rezoning previously approved by the City Council for Warm Springs Ranch Block 1.

### PROPOSED AMENDMENTS

Two amendments are proposed by staff for City Council approval. One amendment is to the Zoning Ordinance and one amendment is to the District Zoning Map that identifies zoning for properties in Ketchum. The following outlines the proposed amendments.

#### Amendment to KMC 17.140.090 to exempt wireless communication facilities for public safety purposes

Currently, under KMC 17.140, Wireless Communication Facilities, the installation of emergency communication equipment for public safety facilities (Police and Fire) is subject to an extensive permitting process. Unlike commercial communication devices where the location of the device is discretionary, the placement and location of public safety communication equipment is fixed and installed at a fire station or other public facility.

With the construction of the new Ketchum fire station, emergency communications equipment will be installed. Without this text amendment, installation of the emergency communications equipment would

necessitate a detailed study, analysis, and conditional use permit. This level of review is typically required to determine if the proposed location of a commercial communication device is appropriate and necessary. There is no question that emergency communication equipment is necessary and must be installed at a public safety facility. There is no need for an extensive review process to determine if emergency communication equipment at a public safety facility is necessary.

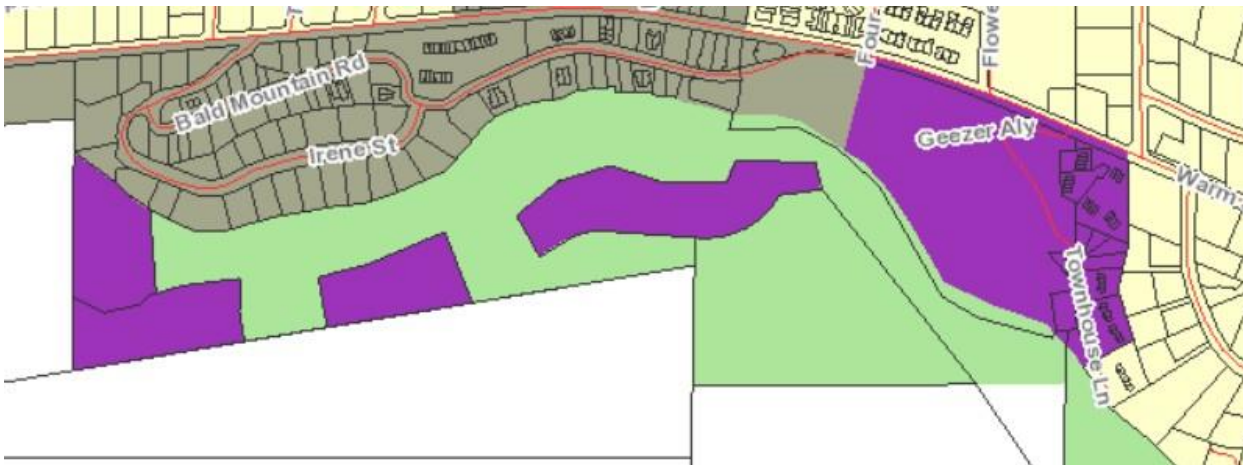
Planning and Zoning Commission Action

On August 10, 2021, the Planning and Zoning Commission conducted a public hearing on the proposed amendment. The Commission recommended City Council approve the amendment provided new language is added that requires Planning and Zoning Commission review for any equipment that exceeds 10 feet in height above the roof of a building. This provision has been added to the proposed amendment. This will not impact installation of equipment for the fire station since that equipment is under 3 feet in height.

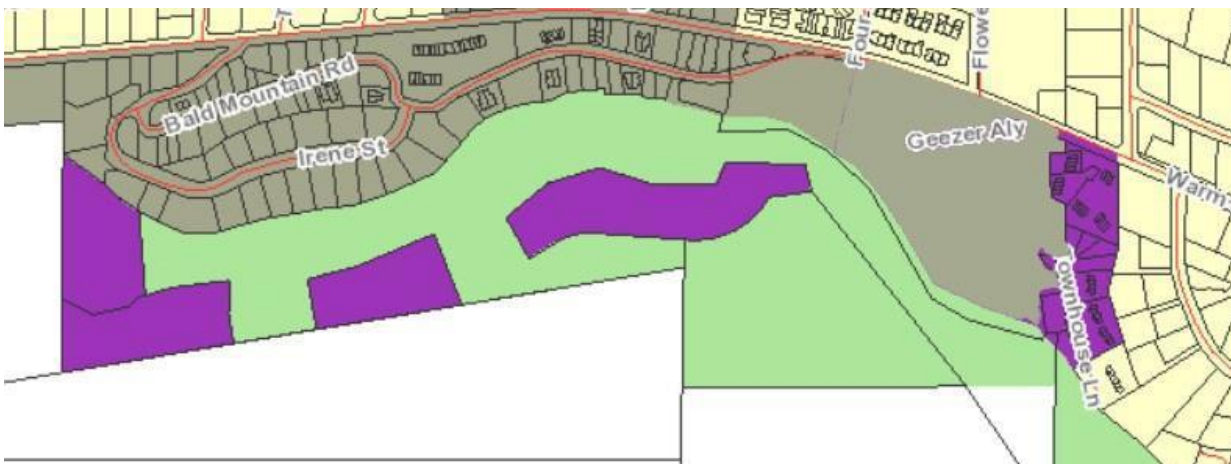
Amendment to the District Zoning Map

This proposed amendment is a procedural action to reflect the rezoning approved by the City Council and Planning and Zoning Commission for the Warm Springs Ranch Block 1. Block 1 of Warm Springs Ranch was rezoned from (T) Tourist Zone to (GR-L) General Low Density Residential as part of the approved Development and Rezoning Agreement. This proposed action officially changes the Zoning District Map to reflect the rezoning. The Official Zoning District Map would be changed as follows:

Existing (T) Tourist Zoning Designation



Proposed (GR-L) General Residential Low Density Zoning Designation



### PROCESS

Consistent with KMC 17.152, the Commission conducted a public hearing on the proposed amendment to the Zoning Ordinance and District Zoning Map and recommended approval to the City Council. Notice of the City Council public hearing was published in the Mountain Express on August 18, 2021, and notice was sent in accordance with KMC Chapter 17.152. The Council can approve, amend or reject the proposed amendments.

### PUBLIC INPUT

No written public comment was received prior to publication of this staff report for the September 7, 2021, hearing. Any written public comment received prior to the public hearing will be distributed to the Council and included in the public record.

### FINANCIAL IMPACT

There is no financial impact because of the proposed recommendation.

### Attachments:

- A. Proposed Ordinance 1224
- B. Proposed Publication Summary of Ordinance 1224

**ORDINANCE NO 1224**

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17 THE ZONING ORDINANCE OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.140.090 B AND C, EXEMPT COMMUNICATION FACILITIES, AND AMENDING THE CITY OF KETCHUM DISTRICT ZONING MAP TO CHANGE THE ZONING OF BLOCK 1 OF THE WARM SPRINGS LARGE BLOCK PLAT FROM T-TOURST ZONING TO GR-L-GENERAL RESIDENTIAL LOW DENISTY, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Ketchum is authorized to amend the city zoning ordinance and the District Zoning Map pursuant to Idaho Code § 67-6511; and

WHEREAS, Title 17, the Zoning Code, establishes standards to regulate the installation of wireless communication facilities in Ketchum; and

WHEREAS, a code amendment is necessary to ensure public safety communication equipment is installed in appropriate locations to support emergency operations; and

WHEREAS, on April 28, 2021, the City entered into Development and Rezoning Agreement 20609 that rezoned Block 1 of the Warm Springs Ranch Large Block Plat from T-Tourist Zoning to GR-L- General Residential Low Density; and

WHEREAS, the change to the District Zoning Map implements the rezoning approved in Development and Rezoning Agreement 20609 previously approved by both the Planning and Zoning Commission and City Council; and

WHEREAS, the Planning and Zoning Commission conducted a public hearing on the proposed text amendment and amendment to the District Zoning Map on August 10, 2021; and

WHEREAS, the City Council, having considered the recommendation of the Planning and Zoning Commission and any comments from the public at a public hearing on September 7, 2021, having determined that it is in the best interests of the public to adopt the proposed amendments to Title 17 and the District Zoning Map:

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM:**

**Section 1: AMENDMENT TO SECTION 17.140.090 B and C: EXEMPT COMMUNICATION FACIITIES:**

A. The requirements imposed by this title shall not apply to antennas designed to receive video programming signals from direct broadcast satellite (DBS) services, multichannel multipoint

distribution providers (MMDS), or television broadcast stations (TVBS); provided, that all of the following conditions are met:

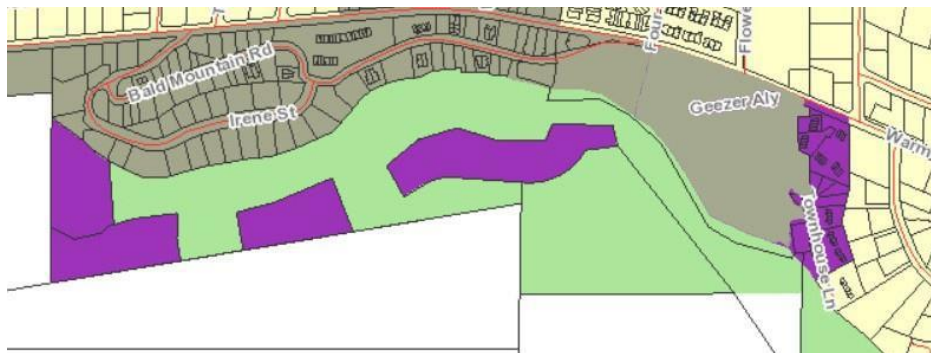
1. The antenna measures thirty-nine inches (39") (1 meter) or less in diameter.
2. The antenna, if attached to a building, shall comply with subsections 17.140.040B1 and B2 of this chapter.
3. The antenna is attached to a freestanding tower measuring less than twelve feet (12') in height.

B. **Additionally** The requirements of this title shall not apply to wi-fi facilities serving an individual building or development or a wireless communications facility that measures less than four (4) cubic feet in size.

**C. Antennas and any wireless communication facility used for public safety located on a public use building shall be exempt from the requirements of Chapter 17.140 provided such facility does not exceed 10 feet in height above the building roof. Facilities over 10 feet in height shall require design review approval pursuant to KMC Chapter 17.96-Design Review.**

**Section 2. AMENDMENT TO DISTRICT ZONING MAP:**

Block 1 of the Warm Spring Large Block Plat shall be changed from T-Tourist Zoning District to GR-L-General Residential Low Density and the following map amendment shall be made to the District Zoning Map:



Zoning	LR Limited Residential
Zoning Districts	LR-1 Limited Residential 1 Ac.
AF Agricultural & Forestry	LR-2 Limited Residential 2 Ac.
CC Community Core (See Inset)	RU Recreation Use
GR-H General Residential High Density	STO-1 Short Term Occupancy 1 Ac
GR-L General Residential Low Density	STO-4 Short Term Occupancy .4 Ac
LI-1 Light Industrial 1	STO-H Short Term Occupancy High Density
LI-2 Light Industrial 2	T Tourist
LI-3 Light Industrial 3	T-3000 Tourist 3000
	T-4000 Tourist 4000



**Section 3. REPEALER CLAUSE.** All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

**Section 4. SAVINGS AND SEVERABILITY CLAUSE.** It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 5. PUBLICATION.** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form attached hereto as Exhibit A, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**Section 6. EFFECTIVE DATE.** This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

APPROVED:

\_\_\_\_\_  
Neil Bradshaw, Mayor

ATTEST:

\_\_\_\_\_  
Tara Fenwick, City Clerk

**ORDINANCE NO. 1224**

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17 THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.140.090 B AND C, EXEMPT COMMUNICATION FACILITIES, AND AMENDING THE CITY OF KETCHUM DISTRICT ZONING MAP TO CHANGE THE ZONING OF BLOCK 1 OF THE WARM SPRINGS LARGE BLOCK PLAT FROM T-TOURST ZONING TO GR-L-GENERAL RESIDENTIAL LOW DENISTY, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

A summary of the principal provisions of Ordinance No. 1224 of the City of Ketchum, Blaine County, Idaho, adopted on \_\_\_\_\_ 2021, is as follows:

- SECTION 1.** Amends Section 17.140.090 A and B, Exempt Communications Facilities, to exempt antennas and any wireless communication facility used for public safety located on a public use building shall be exempt from the requirements of Chapter 17.140 provided such facility does not exceed 10 feet in height above the building roof. Facilities over 10 feet in height shall require design review approval pursuant to 17.
  
- SECTION 2.** Amends the Ketchum District Zoning Map Amends the Ketchum District Zoning Map District, to change Block 1 of the Warm Spring Large Block Plat T-Tourist Zoning District to GR-L-General Residential Low Density.
  
- SECTION 3.** Provides a repealer clause
  
- SECTION 4.** Provides a savings and severability clause.
  
- SECTION 5.** Provides for publication of this Ordinance by Summary.
  
- SECTION 6.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

\_\_\_\_\_  
Tara Fenwick, City Clerk

\_\_\_\_\_  
Neil Bradshaw, Mayor



## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Hold a Public Hearing and Approve the Maeda Final Plat for the Readjustment of Lot Lines**

#### Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Final Plat for the Readjustments of Lot Lines (lot line shift) submitted by Sean Flynn, PE, of Galena Engineering on behalf of the property owner, Akiko Maeda, trustee of the Akiko Maeda Revocable Trust. The request is a lot line shift to consolidate the west 90 feet of Lot 6 (the “subject property”) Block 90 within the Ketchum Townsite with two adjacent parcels, formerly city right-of-way, all under the same ownership.

Recommended Motion: “I move to approve the Maeda Final Plat application, as conditioned, as it conforms to all applicable subdivision regulations for a final plat and readjustment of lot lines and direct staff to return with findings of facts and conditions of approval at the next meeting.”

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Final Plats and Readjustment of Lot Lines contained in Ketchum Municipal Code’s Subdivision (Title 16) regulations.
- All city departments have reviewed the proposal and have no issue with the proposed lot line shift.

#### Introduction and History

Lot 6 was created with the original Ketchum Townsite in 1948. Lot 6 is a landlocked parcel in the block between 5<sup>th</sup> Street and 6<sup>th</sup> Street and Spruce Street and Walnut Street. Access to the parcel is from a vacated alley off of 5<sup>th</sup> Street. The subject property was created by warranty deed in 1952.

In 1959, City of Ketchum Ordinance 46 vacated the 30-foot-wide alley between N Spruce Ave and N Walnut Ave from E 5<sup>th</sup> St and E 6<sup>th</sup> St. Vacation of an alley results in an even split down the middle with each adjacent property owner receiving a 15-foot-wide section of land commensurate with the length of the property for each property adjacent to the alley.

Per the legal description found in the quitclaim deed (Instrument #338077) and the title commitment dated November 10, 2020, submitted for the application (Attachment A), Akiko Maeda is the owner of the west 90 feet of Lot 6, a 15-foot strip of land adjacent to Lot 6, and a 15-foot strip of land adjacent to Lot 5. Lot 5 is the corner lot at N Spruce Ave and E 5<sup>th</sup> St, directly south of Lot 6. The application proposes to consolidate all three parcels of land into one parcel referenced as Lot 6A.

### Analysis

During Department Review, staff reviewed the lot line shift application for conformance with Ketchum Municipal Code (KMC) 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.060 – *Readjustment of Lot Lines Procedures*. Please see Attachment C 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. The subject property is within the original Ketchum Townsite and the application does not create any new lots or any new subdivisions with necessary infrastructure. The subject property is accessed from E 5<sup>th</sup> Street and is currently connected to municipal water and sewer. As no new development is proposed, no upgrades to existing utility infrastructure or right-of-way improvements are required.

The KMC defines a Readjustment of Lot Lines as:

*“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.”*

The subject property is zoned Limited Residential (LR). The existing structures on the property meet all dimensional limitations of the LR zone district except for minimum lot size. Pursuant to KMC 17.128.010, properties platted in a recorded subdivision prior to April 21, 1966, are permitted to be occupied according to the permitted uses in the zone district provided that all other dimensional limitations and parking requirements are met. As the west 90 feet of Lot 6 was created on July 19, 1952, the final plat meets the zoning requirements as it does not reduce the area, width, depth, or building setback lines of the lot below the minimum zoning requirements, nor does it create additional lost or dwelling units.

During department review, the fire department noted that an appropriate address monument for the property does not exist. Staff recommends conditions of approval #1 to address this concern.

Staff recommends approval of the Final Plat application for readjustment of lot lines with the following recommended Conditions of Approval:

1. An address monument must be placed at the end of the driveway displaying the address in four-inch numbers, four feet off the ground level. An inspection by the City of Ketchum Fire Marshall, verifying placement, is required prior to recording of the Final Plat.
2. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.

### Sustainability

The proposed final plat does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

### Financial Impact

There is no financial requirement from the city for this action.

### Attachments

- A. Application and supplemental materials
- B. Final Plat Plan Set
- C. Final Plat Requirements Evaluation

**Attachment A:**  
**Application and supplemental  
materials**



City of Ketchum  
Planning & Building

**CERTIFIED COMPLETE**  
8-17-21  
mf

OFFICIAL USE ONLY	
File Number:	P21-054
Date Received:	6-18-21
By:	mf
Fee Paid:	475 <sup>00</sup>
Approved Date:	
Denied Date:	
By:	

### Lot Line Shift Application

OWNER INFORMATION	
Owner Name: Akiko Maeda	
Mailing Address: 16817 S Hoover St. Gardena, CA 90247	
Phone: 310-291-7286	
Email: akiko429925@gmail.com	
PROJECT INFORMATION	
Name of Proposed Plat: Lot 6A, Block 90, Ketchum Townsite	
Representative of Owner: Sean Flynn	
Phone: 208-788-1705	
Mailing Address: 317 N. River St., Hailey, ID 83333	
Email: sflynn@galena-engineering.com	
Legal Land Description: W 90' of Lot 6, Block 90, Ketchum Townsite & 15' of Vacated Alley Adjacent to Lots 5 and 6	
Project Address: 671 E 5th St., Ketchum, ID 83340	
Number of Lots: 1	Number of Units:
Total Land Area in Square Feet: 6,604 Sq. Ft.	Current Zoning District: Limited Residential
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
None	
ATTACHMENTS	
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.

*Sean Flynn*

6/14/2021

Signature of Owner/Representative

Date

**COMPLETE**  
**CERTIFIED**

BCT #19913830

# QUITCLAIM DEED

THIS INDENTURE, Made this 7th day of February  
in the year of our Lord one thousand nine hundred and ninety two between

GARY J. POLTASH, HUSBAND OF GRANTOR HEREIN, as Grantor and

AKIKO MAEDA, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, as Grantee  
whose current address is 19 MALAGA PLACE WEST, MANHATTAN BEACH, CA 90266

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America,  
in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and  
forever QUITCLAIM, unto the said Grantee and to its heirs and assigns all that certain lot, piece or parcel of land,  
situate, lying and being in, County of Blaine, State of Idaho, bounded and particularly described as follows, to-wit:

The westerly ninety (90) feet of Lot 6 in Block 90, and the  
Easterly 1/2 of the alley adjacent to Lots 5 & 6, CITY OF  
KETCHUM, according to the official plat thereof, on file in the  
office of the County Recorder, Blaine County, Idaho.


BLAINE CO. REQUEST  
BLAINE COUNTY TITLE  
1992 FEB 14 P 12:58 338077  
MARY GREEN, CLERK  
FEES \$ 3.00 MP Deed

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in  
anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee  
and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor has hereinto set its hand and seal the day and year first above written.

X Gary J. Poltash  
GARY J. POLTASH

CA  
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES  
On this 10th day of February, 1992,  
before me, a Notary Public in and for said State, personally appeared  
Gary J. Poltash  
  
identified to me on the basis of satisfactory evidence or known to me  
to be the person whose name is subscribed to the within instrument, and  
acknowledged to me that he executed the same.  
X Anne M. Douville  
Notary Public,  
Residing at Los Angeles, CA  
Comm Expires March 26, 1993

STATE OF IDAHO, COUNTY OF  
I HEREBY CERTIFY That this instrument was filed for record at the  
request of  
at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock M.,  
this \_\_\_\_\_ day of \_\_\_\_\_  
19 \_\_\_\_\_, in my office and duly recorded in Book  
of Mortgages at page \_\_\_\_\_  
Ex-Officio Recorder  
By \_\_\_\_\_ Deputy  
Fees \$ \_\_\_\_\_  
Mail to: \_\_\_\_\_





**First American Title™**

Form 5030000 (1-31-17)

**ALTA COMMITMENT FOR TITLE INSURANCE**

*Issued By*

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT – READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

**First American Title Insurance Company**

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**Issued through the office of:  
First American Title Company  
120 2nd Avenue Suite 101, PO Box  
7999 Ketchum, ID 83340  
(208)726-5688**

**If this jacket was created electronically, it constitutes an original document.**

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without.

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I – Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent and Office: First American Title Company, 120 2nd Avenue Suite 101 , P O Box 7999, Ketchum, ID 83340 (208)726-5688

Issuing Office's ALTA ® Registry ID: 0000876

Loan ID No.:

Issuing Office Commitment/File No.: 856082K

Property Address: 671 East 5th Street, Ketchum, ID 83340

Revision No.: 1

SCHEDULE A

1. Commitment Date: November 10, 2020 at 7:30 A.M.

2. Policy (or Policies) to be issued: Owner Premium Amount reflects applicable rate

(a) [x] 2006 ALTA ® Standard Owner's Policy

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below.

Proposed Policy Amount: \$763,903.00

Premium Amount \$ 2,473.00

Endorsements:

\$

(b) [ ] 2006 ALTA ® Loan Policy

Proposed Insured:

Proposed Policy Amount: \$

Premium Amount \$

Endorsements:

\$

(c) [ ] ALTA ® Policy

Proposed Insured:

Proposed Policy Amount: \$

Premium Amount \$

Endorsements:

\$

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:

Akiko Maeda, Trustee of The Akiko Maeda Revocable Trust of 2010 Dated 03/26/10

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5. The Land is described as follows:

**The westerly ninety (90) feet of Lot 6 in Block 90, and the Easterly 1/2 of the alley adjacent to Lots 5 and 6, CITY OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, on file in the office of the County recorder, Blaine County, Idaho.**



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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File No. 856082K	Page 5 of 9	ALTA Commitment for Title Insurance (8-1-16)
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## ALTA Commitment for Title Insurance

Issued By

### First American Title Insurance Company

#### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. Idaho Code §31-3504 permits the state or counties that provide indigent medical assistance to a lien upon real property of the person provided assistance. We require the attached affidavit to be completed prior to recording to eliminate an exception to such lien.
7. For each Policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
8. We require a copy of the trust agreement and amendments to Akiko Maeda Revocable trust agreement. The forthcoming deed must be executed in conformity with powers granted to the trustee by the trust agreement.

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File No. 856082K	Page 6 of 9	ALTA Commitment for Title Insurance (8-1-16)
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ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

SCHEDULE B, PART II  
Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in 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 liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

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8. 2020 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2020 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2020	\$4,464.92	\$0.00	RPK0000090006A

Homeowners Exemption is not in effect for 2020.  
Circuit breaker is not in effect for 2020.

9. Levies and Assessments for service charges of the City of Ketchum Water and Sewer Department.
10. Fifteen (15) foot water and utility easement in favor of the City of Ketchum, as reserved in that certain Ordinance No. 46, recorded as Instrument No. 197661, records of Blaine County, Idaho.

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<b>INFORMATIONAL NOTES</b>
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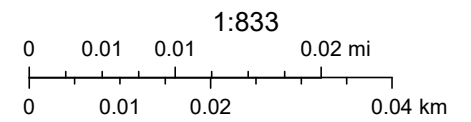
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# Parcel Information Map



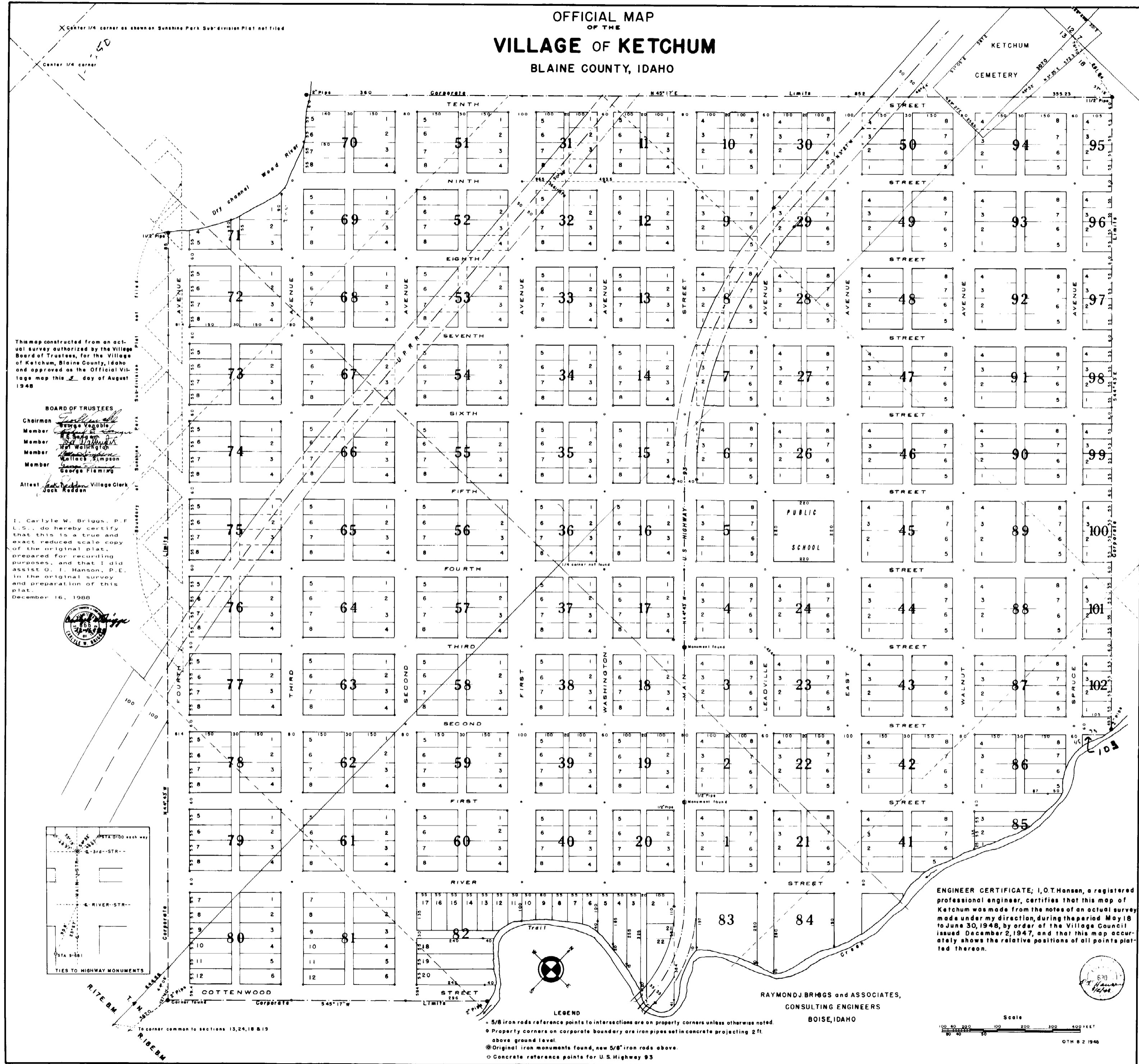
August 16, 2019



302967

City of Ketchum  
4:03  
2-13  
Plate  
BY *J. Dudley*  
FEES \$ 1100

# OFFICIAL MAP OF THE VILLAGE OF KETCHUM BLAINE COUNTY, IDAHO



This map constructed from an actual survey authorized by the Village Board of Trustees, for the Village of Ketchum, Blaine County, Idaho and approved as the Official Village map this 2 day of August 1948

**BOARD OF TRUSTEES**  
 Chairman *George Veggie*  
 Member *...*  
 Member *...*  
 Member *George Fleming*

Attest *Jack Redden* Village Clerk  
*Jack Redden*

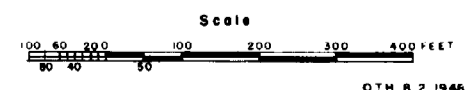
I, Carlisle W. Briggs, P. E. L.S., do hereby certify that this is a true and exact reduced scale copy of the original plat prepared for recording purposes, and that I did assist O. J. Hanson, P. E. in the original survey and preparation of this plat.  
 December 16, 1948



ENGINEER CERTIFICATE: I, O. J. Hanson, a registered professional engineer, certifies that this map of Ketchum was made from the notes of an actual survey made under my direction, during the period May 16 to June 30, 1948, by order of the Village Council issued December 2, 1947, and that this map accurately shows the relative positions of all points plotted thereon.



RAYMOND J. BRIGGS and ASSOCIATES,  
 CONSULTING ENGINEERS  
 BOISE, IDAHO



- LEGEND**
- 5/8" iron rods reference points to intersections are on property corners unless otherwise noted
  - Property corners on corporate boundary are iron pipes set in concrete projecting 2 ft. above ground level.
  - ⊙ Original iron monuments found, new 5/8" iron rods above.
  - Concrete reference points for U.S. Highway 93.

**QUITCLAIM DEED**

For Value Received

**AKIKO MAEDA, a married woman, as her sole and separate property**

Do hereby convey, release, remise and forever quitclaim unto

**AKIKO MAEDA, TRUSTEE OF THE AKIKO MAEDA REVOCABLE TRUST OF 2010  
DATED 03/26/10**


Whose current address is 804 23<sup>RD</sup> Street, Manhattan Beach, CA 90266

the following described premises, to-wit:

**The westerly ninety (90) feet of Lot 6 in Block 90, and the Easterly ½ of the alley adjacent to Lots 5 and 6, CITY OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.**

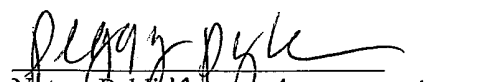

Together with their appurtenances.

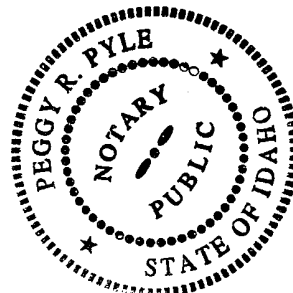
Dated: April 7, 2010

  
AKIKO MAEDA

State of Idaho  
County of Blaine

On this 7<sup>th</sup> day of April, 2010, before me, a Notary Public in and for said State, personally appeared Akiko Maeda, known or identified to me to be the persons whose names(s) ~~is~~ are subscribed to the within instrument, and acknowledged to me that he ~~is~~ they executed the same.

  
Notary Public  
Residing at:   
Comm. Expires: 8.2.2010



AKIKO MAEDA  
16817 S. Hoover Street  
Gardena, CA 90247

August 13, 2021

By Hand and Email

Ms. Morgan Landers, AICP  
Senior Planner  
City of Ketchum  
Post Office Box 2315  
Ketchum, ID 83340

Re: Maeda Lot Line Shift Application

Dear Ms. Landers:

This letter constitutes my response to your request for a statement of my ownership interest in the real property known as 671 E. 5<sup>th</sup> Street, Ketchum, Idaho more particularly described as the West Ninety feet (90') of Lot 6 in Block 90, and the East one-half of the alley adjacent to Lots 5 and 6 of The City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho ("Property").

I purchased the Property from Linda Frances Terra on or about March 14, 1988. Ms. Terra conveyed the Property to me by warranty deed duly recorded in Blaine County, Idaho as instrument number 293464 a copy of which is enclosed with this letter. Concurrent with the purchase of the Property I received a policy of title insurance insuring that I had acquired a fee simple estate in the Property. A copy of the title insurance policy is also enclosed with this letter.

In considering this statement, please note that the Property conveyed to me and insured by First American Title Insurance Company specifically includes the "East one-half of the alley adjacent to Lots 5 and 6." I am aware of the claims made by my neighbor to the East half of the alley adjacent to her Lot 5, but I have been assured they are without merit.

I trust the foregoing adequately addresses your concern and that my lot line shift application will be certified as complete and promptly considered for approval.

Sincerely,

  
Akiko Maeda

Cc: S. Flynn  
E. Lawson

# WARRANTY DEED

#293464

For Value Received  
Linda Frances Terra, an unmarried woman

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto  
Akiko Maeda, an unmarried woman  
whose address is: 19 Mainga Place West, Manhattan Beach, CA 90266

Hereinafter called the Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

The West Ninety feet (90') of Lot 6 in Block 90, and the East one-half of the  
alley adjacent to Blocks 5 and 6 of THE CITY OF KETCHUM, according to the official  
plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and  
to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said  
Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incum-  
brances except as above described and that Grantor will warrant and defend the same from all lawful  
claims whatsoever.

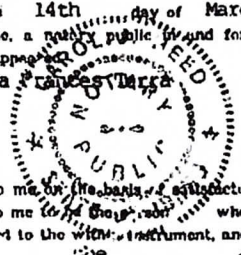
Dated: March 14, 1988

*Linda Frances Terra*  
Linda Frances Terra

STATE OF IDAHO COUNTY OF BLAINE  
On this 14th day of March 1988,  
before me, a Notary Public for and for said State, per-  
sonally appeared  
Linda Frances Terra

proved to me on the basis of satisfactory evidence or  
known to me to be the person whose name is  
subscribed to the within instrument, and acknowledged to  
me that she executed the same.

*Carol J. ...*  
Notary Public  
Residing at Bellevue, Idaho.  
Commission Expires: 7-20-93



*A. ...*  
Blaine, Idaho  
March 14 1988

FIRST AMERICAN TITLE CO  
293464

Instrument No.

**SCHEDULE A**

File No. 12279E7223

Policy No. H-218146

Amount of Insurance \$ 207,000.00

Premium \$ 648.50

*Re-Issue  
Rate  
# 107.75*

Date of Policy April 1, 1988

a.m.  
2:25 p.m.

1. Name of Insured:

Akiko Maeda

2. The estate **C** or interest in the land which is covered by this policy is:

A fee simple estate.

**O**

3. Title to the estate or interest in the land is vested in:

Akiko Maeda, an unmarried woman

**P**

**Y**

4. The land referred to in this policy is described as follows: *HS*

The West Ninety (90') feet of ~~lot~~ *lot* 6 in Block 90, and the East one-half of the alley adjacent to ~~Blocks~~ 5 and 6 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

**SCHEDULE B**

File No. 12279E7223

Policy No. H-218146

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**PART I**

**SECTION I**

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by 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, theretofore or hereafter furnished, imposed by law and not shown by the public records.

**SECTION 2**

1. General taxes for the year 1987, in the amount of \$1,292.26, which are paid in full. (Billing #5000)
2. General taxes for the year 1988, a lien, not yet due or payable.
3. Levies and Assessments for service charges of the City of Ketchum Water and Sewer Department, which are current.
4. Fifteen (15) foot water and utility easement in favor of the CITY OF KETCHUM, as reserved in that certain Ordinance No. 46, recorded as Instrument No. 197661, records of Blaine County, Idaho.
5. A Deed of Trust to secure an indebtedness of \$165,600.00, recorded April 1, 1988, as Instrument No. 293465, records of Blaine County, Idaho.  
Dated: April 1, 1988.  
Grantor: AKIKO MAEDA, an unmarried woman.  
Trustee: FIRST AMERICAN TITLE COMPANY, an Idaho corporation.  
Beneficiary: MOUNTAIN STATE SAVINGS BANK, F.S.B., an Idaho corporation.  
Final Due Date: April 1, 2003.
6. A Second Deed of Trust to secure an indebtedness of \$20,000.00, recorded April 1, 1988, as Instrument No. ~~293466~~, records of Blaine County, Idaho.  
Dated: March 29, 1988.  
Grantor: AKIKO MAEDA, an unmarried woman.  
Trustee: FIRST AMERICAN TITLE COMPANY, an Idaho corporation.  
Beneficiary: AMTEK INVESTMENTS INC. MONEY PURCHASE PENSION PLAN  
Final Due Date: April 1, 1993.



## SCHEDULE A

SI with H - 21814p

File No. 12279E7223

Policy No. GW-259358

Amount of Insurance \$ 20,000.00

Premium \$ 20.00

Date of Policy April 1, 1988

a.m.

2:25 p.m.

1. Name of Insured:

Amtek Investments Inc. Money Purchase Pension Plan

2. The estate or interest in the land which is encumbered by the insured mortgage is:

A fee simple estate.

3. Title to the estate or interest in the land is vested in:

Akiko Maeda, an unmarried woman

4. The insured mortgage and assignments thereof, if any, are described as follows:

A Second Deed of Trust to secure an indebtedness of \$20,000.00, recorded April 1, 1988, as Instrument No. 293466, records of Blaine County, Idaho.

Dated: March 29, 1988.

Grantor: AKIKO MAEDA, an unmarried woman.

\* SEE BELOW \*

5. The land referred to in this policy is described as follows:

The West Ninety (90') feet of Lot 6 in Block 90, and the East one-half of the alley adjacent to Blocks 5 and 6 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

\* Trustee: FIRST AMERICAN TITLE COMPANY, an Idaho corporation.

Beneficiary: AMTEK INVESTMENTS INC. MONEY PURCHASE PENSION PLAN.

Final Due Date: April 1, 1993.

**SCHEDULE B**

File No. 12279E7223

Policy No. GW-259358

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**PART I**

**SECTION I**

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by 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, theretofore or hereafter furnished, imposed by law and not shown by the public records.

**SECTION 2**

1. General taxes for the year 1987, in the amount of \$1,292.26, which are paid in full. (Billing #5000)
2. General taxes for the year 1988, a lien, not yet due or payable.
3. Levies and Assessments for service charges of the City of Ketchum Water and Sewer Department, which are current.
4. Fifteen (15) foot water and utility easement in favor of the CITY OF KETCHUM, as reserved in that certain Ordinance No. 46, recorded as Instrument No. 197661, records of Blaine County, Idaho.
5. A Deed of Trust to secure an indebtedness of \$165,600.00, recorded April 1, 1988, as Instrument No. 293465, records of Blaine County, Idaho.  
Dated: April 1, 1988.  
Grantor: AKIKO MAEDA, an unmarried woman.  
Trustee: FIRST AMERICAN TITLE COMPANY, an Idaho corporation.  
Beneficiary: MOUNTAIN STATE SAVINGS BANK, F.S.B., an Idaho corporation.  
Final Due Date: April 1, 2003.

**END OF SCHEDULE B II**

## SCHEDULE A

File No. 12279E7223

Policy No. GW-259359

SI with H-21844k

Amount of Insurance \$ 165,600.00

Premium \$ 193.05  
43.00 Incl 1004116 & SI  
238.05

Date of Policy April 1, 1988

a.m.

2:24 p.m.

1. Name of Insured:

Mountain State Savings Bank, F.S.B.

2. The estate **C** interest in the land which is encumbered by the insured mortgage is:

A fee simple estate.

3. Title to the estate or interest in the land is vested in:

Akiko Maeda, an unmarried woman

4. The insured mortgage and assignments thereof, if any, are described as follows:

**Y**  
A Deed of Trust to secure an indebtedness of \$165,600.00, recorded April 1, 1988, as Instrument No. 293465, records of Blaine County, Idaho.  
Dated: April 1, 1988

Grantor: AKIKO MAEDA, an unmarried woman.

\* SEE BELOW \*

5. The land referred to in this policy is described as follows:

The West Ninety (90') feet of Lot 6 in Block 90, and the East one-half of the alley adjacent to Blocks 5 and 6 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

\* Trustee: FIRST AMERICAN TITLE COMPANY, an Idaho Corporation.

Beneficiary: MOUNTAIN STATE SAVINGS BANK, F.S.B.

Final Due Date: April 1, 2003.

## SCHEDULE B

File No. 12279E7223

Policy No. GW-259359

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

#### PART I

1. General taxes for the year 1987, in the amount of \$1,292.26, which are paid in full. (Billing #5000)
2. General taxes for the year 1988, a lien, not yet due or payable.
3. (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.
4. Levies and Assessments for service charges of the City of Ketchum Water and Sewer Department, which are current.
5. Fifteen (15) foot ~~water~~ and utility easement in favor of the CITY OF KETCHUM, as reserved in that certain Ordinance No. 46, recorded as Instrument No. 197661, records of Blaine County, Idaho.

P

END OF SCHEDULE B I

Y

## SCHEDULE B

### PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule (A) is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest: **None.**

C

O

P

Y

# Attachment B: Final Plat Plan Set

# A PLAT SHOWING LOT 6A, BLOCK 90, KETCHUM TOWNSITE

WHEREIN THE W 90' OF LOT 6 AND 15' OF THE VACATED ALLEY ADJACENT TO LOTS 5 & 6 ARE COMBINED INTO LOT 6A AS SHOWN HEREON  
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

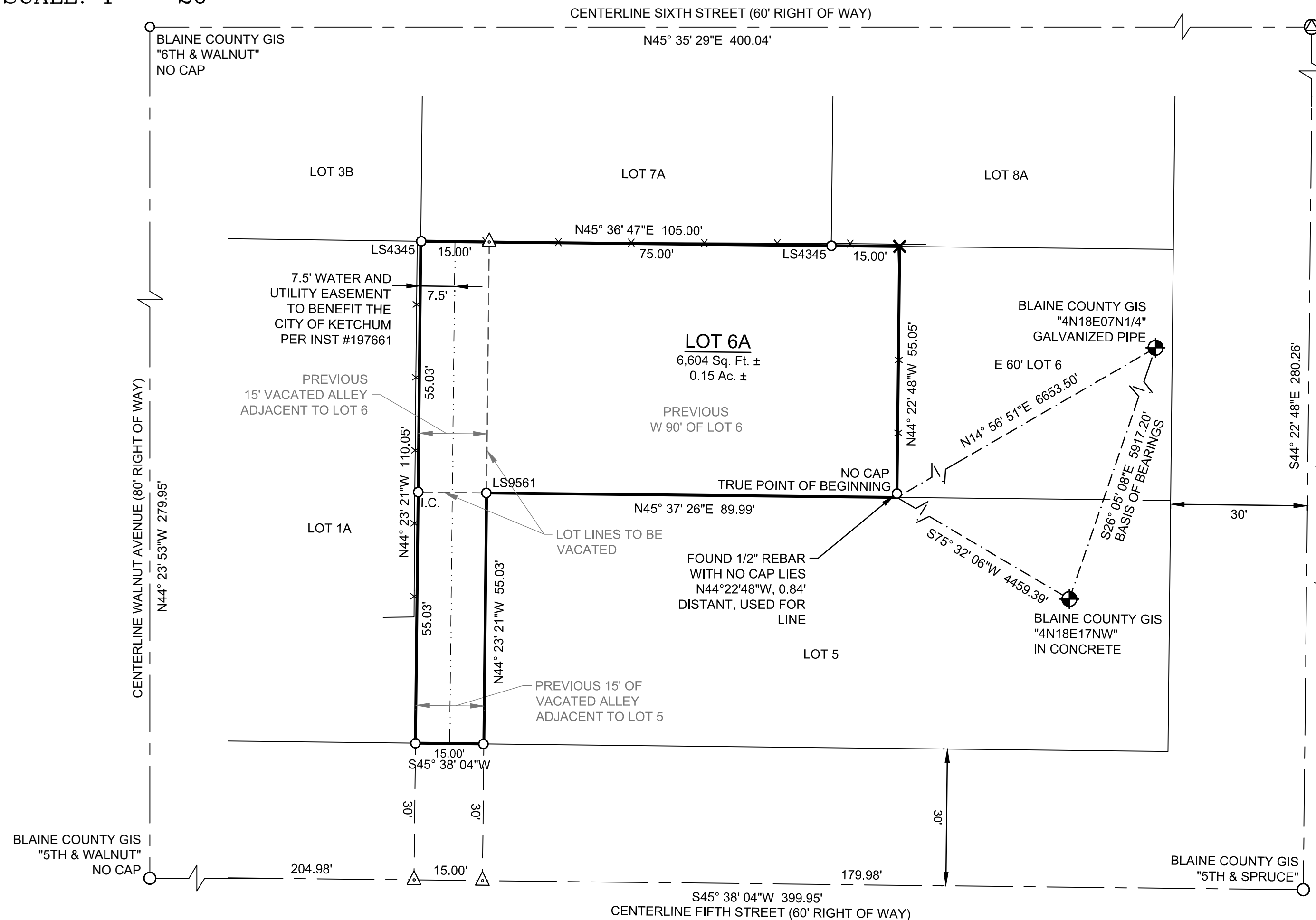
SEPTEMBER 2021



SCALE: 1" = 20'

### LEGEND

- Property Line
- - - - - Adjoinder's Lot Line
- - - - - Vacated Lot Line
- Centerline
- x — Fence Line
- - - - - GIS Tie Line
- - - - - Survey Tie Line
- - - - - Easement, Tyoe and Width as Shown
- ⊗ Found Mag Nail
- ⊙ Found Aluminum Cap
- ⊕ Found 3" Brass Cap, Setting as Shown
- Found 5/8" Rebar
- Found 1/2" Rebar
- △ Calculated Point, Not Set
- I.C. Illegible Cap

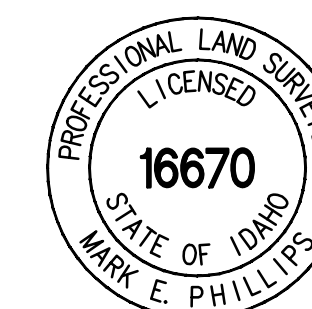


### SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found during the boundary retracement of the W 90' of Lot 6, Block 90, Ketchum Townsite, the 15' of the Vacated Alley adjacent to Lot 6, Block 90, Ketchum Townsite, and the 15' of the Vacated Alley adjacent to Lot 5, Block 90, Ketchum Townsite and combine the above described pieces to create Lot 6A, Block 90, Ketchum Townsite. The boundary shown is based on found lot corner and centerline monuments. All found monuments have been accepted.
2. A Title Commitment has been issued by First American Title Insurance Company, File Number 856082K, with a Date of Guarantee of November 10, 2020. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.

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



MARK E. PHILLIPS, P.L.S. 16670

LOT 6A, BLOCK 90,  
KETCHUM TOWNSITE

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 1 OF 2

Job No. 8002  
Ketchum File No. P21-0

**CERTIFICATE OF OWNERSHIP**

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

A parcel of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

The westerly ninety (90) feet of Lot 6 in Block 90, and the Easterly 1/2 of the alley adjacent to Lots 5 & 6, CITY OF KETCHUM, according to the official plat thereof on file in the office of the County Recorder, Blaine County, Idaho.

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

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

The Akiko Maeda Revocable Trust of 2010 Dated 03/26/10

\_\_\_\_\_  
Akiko Maeda, Trustee

**ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me, a Notary Public in and for said State, personally appeared Akiko Maeda, Trustee under Trust dated 03/26/10, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said trust.

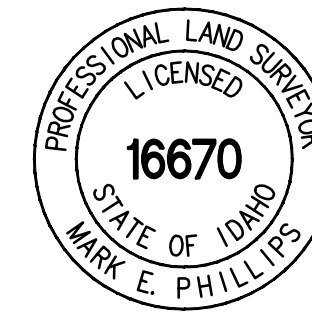
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.

Mark E. Phillips, P.L.S. 16670



**BLAINE COUNTY SURVEYOR'S APPROVAL**

I, Sam Young, County Surveyor for Blaine County, Idaho, do hereby certify that I 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 to Plats and Surveys.

\_\_\_\_\_  
Sam Young, P.L.S. 11577  
Blaine County Surveyor

**KETCHUM CITY ENGINEER'S APPROVAL**

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Engineer

**KETCHUM CITY COUNCIL'S APPROVAL**

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision-Ordinance.

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

Certified by City Clerk

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

**BLAINE 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 subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

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

**BLAINE COUNTY RECORDER'S CERTIFICATE**

LOT 6A, BLOCK 90,  
KETCHUM TOWNSITE  
  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
  
SHEET 2 OF 2  
  
Job No. 8002  
Ketchum File No. P21-0



# Attachment C: Final Plat Requirements Evaluation



City of Ketchum  
Planning & Building

Final Plat Requirements Evaluation				
Compliant			Standards	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of 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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
<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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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.
<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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
<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
<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.
<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.
<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.
<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.
<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.
<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.
<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.
<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.



City of Ketchum  
Planning & Building

<input checked="" 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.
<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.
<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.
<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.
<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.
<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 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: <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F	Lot Requirements: <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of 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</li> </ol>



City of Ketchum  
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				<p>meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ol style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> <li>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> </ol> <p>3. Corner lots 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.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
<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"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. 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.</li> </ol>
<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"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</li> <li>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;</li> <li>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;</li> <li>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;</li> </ol>



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			<p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section 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>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I 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>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.J 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>



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				<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 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>
				<i>New required easements for snow storage have been indicated.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:



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				<ol style="list-style-type: none"> <li>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.</li> <li>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"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>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.</li> <li>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.</li> <li>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.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:             <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ol> </li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<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>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.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>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<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>



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<input type="checkbox"/>	<input type="checkbox"/>	<input 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.
<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.





## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold a Public Hearing and Approve the Winter Sun Condominiums: Unit 2A Lot Line Shift Application**

#### Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Winter Sun Condominiums: Unit 2A Lot Line Shift Application.

Recommended Motion: "I move to approve the Winter Sun Condominiums: Unit 2A Lot Line Shift Application subject to conditions of approval 1-6."

The reasons for the recommendation are as follows:

- The request to amend the boundaries of condominium unit 2 meets all applicable standards for Readjustment of Lot Lines as specified in the City's subdivision regulations and the project meets all zoning requirements.
- Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the project does not reduce the area, frontage, width, or depth of either of the two lots within Winter Sun Condominiums subdivision, (2) condominium unit 2A will comply with all dimensional standards required in the GR-L Zone, and (3) the proposal does not create additional lots or dwelling units.

#### Analysis

This Lot Line Shift application, submitted by Galena Engineering on behalf of property owners Mitchell Long and Margit Donhowe, proposes to amend the boundaries of unit 2 within the Winter Sun Condominiums located at 420 Sage Road within the City's General Residential Low Density (GR-L) Zoning District as well as the Mountain Overlay (MO) and Avalanche Zone. This readjustment of lot lines will expand the boundaries of the condominium unit to accommodate a new addition.

The applicant has submitted MO Design Review Application File No. P21-060 and Building Permit Application File No. B21-046 to construct a 144-square-foot addition to accommodate a new enclosed sauna. The proposal is subject to Administrative MO Design Review pursuant to Ketchum Municipal Code §17.96.030.A1b, which authorizes the Planning and Zoning Administrator to review and approve additions that are less than 1,200 square feet. Following the Ketchum's City Council's review and approval of the Lot Line Shift application, City Departments will review the MO Design Review and Building Permit applications concurrently.

The Winter Sun development was constructed in 1979 (Building Permit Application File Nos. 79-129 & 79-130) and subdivided into condominiums in 1980 (Application File No. 80-36). The subdivision is comprised of two parent lots—Lots 24 and 25 of Warm Springs Village Subdivision 4th Addition. Each lot is developed with a duplex containing 2 condominium units. A 62-foot-long, 20-foot-wide access easement straddles the common property line between the two lots. When the Winter Sun development was subdivided, the Ketchum Zoning Commission and City Council conditioned the subdivision's approval upon the lot line remaining on the final

plat with an access easement shown across each lot. The lot line was required to remain on the plat as the property is located within GR-L Zoning District, which only permits a maximum of 2 multi-family dwelling units per lot. This project does not propose any changes to the two parent lots within the Winter Sun Condominiums subdivision or the existing residential use on the property.

Sustainability

The proposed final plat does not limit the City's ability to reach the goals of the 2020 Ketchum Sustainability Action Plan.

Financial Impact

There is no financial requirement from the City for this action.

Attachments:

- A. Draft Findings of Fact, Conclusions of Law, and Decision
- B. Lot Line Shift Application Submittal

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



IN RE: )  
 )  
 Winter Sun Condominiums: Unit 2A ) KETCHUM CITY COUNCIL  
 Lot Line Shift (Readjustment of Lot Lines) ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
 Date: September 20, 2021 ) DECISION  
 )  
 File Number: P21-072 )

**Findings Regarding Application Filed**

**PROJECT:** Winter Sun Condominiums: Unit 2A Lot Line Shift

**APPLICATION TYPE:** Lot Line Shift (Readjustment of Lot Lines)

**FILE NUMBER:** P21-072

**ASSOCIATED APPLICATIONS:** Mountain Overlay Design Review P21-060 & Building Permit B21-046

**OWNER:** Mitchell Long & Margit Donhowe

**REPRESENTATIVE:** Sean Flynn, Galena Engineering

**REQUEST:** Amend the boundary of unit 2 within Winter Sun Condominiums to accommodate a proposed 144-square-foot addition

**LOCATION:** 420 Sage Road 2 (Winter Sun Condominiums: Unit 2)

**NOTICE:** A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on September 1, 2021. The public hearing notice was published in the Idaho Mountain Express on September 1, 2021. The public hearing notice was posted on site and on the city’s website on September 14, 2021.

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

**OVERLAY:** Mountain Overlay & Avalanche Zone

**Findings Regarding Application Filed**

This Lot Line Shift application, submitted by Galena Engineering on behalf of property owners Mitchell Long and Margit Donhowe, proposes to amend the boundaries of unit 2 within the Winter Sun Condominiums located at 420 Sage Road within the City’s General Residential Low Density (GR-L) Zoning District as well as the Mountain Overlay (MO) and Avalanche Zone. This readjustment of lot lines will expand the boundaries of the condominium unit to accommodate a new addition.

The applicant has submitted MO Design Review Application File No. P21-060 and Building Permit Application File No. B21-046 to construct a 144-square-foot addition to accommodate a new enclosed sauna. The proposal is subject to Administrative MO Design Review pursuant to Ketchum Municipal Code §17.96.030.A1b, which authorizes the Planning and Zoning Administrator to review and approve additions less than 1,200 square feet. Following the Ketchum's City Council's review and approval of the Lot Line Shift application, City Departments will review the MO Design Review and Building Permit applications concurrently.

The Winter Sun development was constructed in 1979 (Building Permit Application File Nos. 79-129 & 79-130) and subdivided into condominiums in 1980 (Application File No. 80-36). The subdivision is comprised of two parent lots—Lots 24 and 25 of Warm Springs Village Subdivision 4<sup>th</sup> Addition. Each lot is developed with a duplex containing 2 condominium units. A 62-foot-long, 20-foot-wide access easement straddles the common property line between the two lots. When the Winter Sun development was subdivided, the Ketchum Zoning Commission and City Council conditioned the subdivision's approval upon the lot line remaining on the final plat with an access easement shown across each lot. The lot line was required to remain on the plat as the property is located in the General Residential Low Density (GR-L) Zoning District, which only permits a maximum of 2 multi-family dwelling units per lot. This project does not propose any changes to the two parent lots within the Winter Sun Condominiums subdivision or the existing residential use on the property.

#### **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) the project does not reduce the area, frontage, width, or depth of either of the two lots within Winter Sun Condominiums subdivision, (2) condominium unit 2A will comply with all dimensional standards required in the GR-L Zone, and (3) 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).*

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to City Departments including the City Engineer, Fire, Building, Utilities, and Streets departments for review. As specified in Condition of Approval #2, the amended plat map shall meet all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Existing Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

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 Ketchum Municipal Code §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 as the project proposes to expand the boundaries of an existing condominium unit. As conditioned, the proposed Winter Sun Condominiums: Unit 2A subdivision plat meets the standards for Readjustment of Lot Lines under Title 16 of 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"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of 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:
			<i>Council Findings</i>	<i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>Council Findings</i>	<i>As conditioned, this standard shall be met. The final plat mylar shall show a minimum of two Blaine County survey control monuments with ties to the property. The survey control monuments shall be clearly identified on the face of the map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
				<i>As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs,

				central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Council Findings</i>	<i>As required when the Winter Sun Condominiums was originally subdivided in 1980 (Application File No. 80-36), the plat map indicates the parent lots' (Lots 24 and 25 of Warm Springs Village 4<sup>th</sup> Addition) as well as the shared driveway easement. Plat Note 7 states that the entire property is located within the City of Ketchum's Avalanche Overlay District.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	<b>Names and locations of all adjoining subdivisions.</b>
			<i>Council Findings</i>	<i>The plat map indicates neighboring Eagle Ridge Townhomes and Warm Springs Village 4<sup>th</sup> Addition.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	<b>Name and right of way width of each street and other public rights of way.</b>
			<i>Council Findings</i>	<i>This standard has been met. The plat map indicates the Sage Road public rights-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	<b>Location, dimension and purpose of all easements, public or private.</b>
			<i>Council Findings</i>	<i>The plat map shows the location and dimensions of the shared driveway easement.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	<b>The blocks numbered consecutively throughout each block.</b>
			<i>Council Findings</i>	<i>N/A. This lot line application expands the boundaries of an existing condominium unit and does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	<b>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.</b>
			<i>Council Findings</i>	<i>N/A as no dedications of this type have been proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	<b>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.</b>
			<i>Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	<b>Scale, north arrow and date.</b>
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>
			<i>Council Findings</i>	<i>This standard has been met. Existing Sage Road is indicated on the plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	<b>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.</b>

			<i>Council Findings</i>	<i>Plat Note 6 references that the property is subject to the Condominium Declaration recorded as Instrument No. 210801 within the records of Blaine County.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	<b>Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.</b>
			<i>Council Findings</i>	<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	<b>A current title report of all property contained within the plat.</b>
			<i>Council Findings</i>	<i>This standard has been met. A title report and warranty deeds were submitted for the properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	<b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>
			<i>Council Findings</i>	<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	<b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.</b>
			<i>Council Findings</i>	<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	<b>Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.</b>
			<i>Council Findings</i>	<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	<b>Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.</b>
			<i>Council Findings</i>	<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	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>
			<i>Council Findings</i>	<i>This standard is not applicable as this application expands the boundaries of an existing condominium unit to accommodate an addition. 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	<b>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</b>



				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.
			<i>Council Findings</i>	<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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to expand the boundaries of an existing condominium unit to accommodate a 144-square-foot addition. 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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project expands an existing condominium unit to accommodate a 144-square-foot addition.</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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to expand the boundaries of an existing condominium unit to accommodate a 144-square-</i>

				<i>foot addition. No 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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to expand the boundaries of an existing condominium unit to accommodate a 144-square-foot addition. No improvements are required or proposed for the lot consolidation.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>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 reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Council Findings</i>	<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"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of 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</li> </ol>

			<p>foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ul style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> <li>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> </ul> <p>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.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			<p><i>Council Findings</i></p> <p><i>Standard #1 has been met as no changes are proposed to the parent lot's size, width, or shape. The proposed addition will comply with the required setbacks in the GR-L Zone. Standard #2 has been met. The plat map shows the area of 25% or greater slope on the two parent lots. The duplex's building footprint, which serve as the condominiums' building envelope, is contained outside of areas of 25% or greater slope. Standard #3 is not applicable subject property is not a corner lot. Standard #4 has been met. Standard #5 is not applicable as the property is not adjacent to an arterial street or incompatible zoning district. Standard #6 has been met as Lot 25 has 131 feet of frontage along Sage Road.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.G</b></p> <p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ul style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> </ul>

				<p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>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.</p> <p>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.</p>
			<i>Council Findings</i>	<i>N/A. This standard is not applicable as this project proposes to expand the boundaries of an existing condominium unit to accommodate a 144-square-foot addition. This application does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <p>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;</p> <p>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;</p> <p>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;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>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;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p>

			<p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section 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>
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				<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>
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to expand the boundaries of an existing condominium unit to accommodate a 144-square-foot addition. This proposal does not create a new street, private road, or bridge.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<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>
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to expand the boundaries of an existing condominium unit to accommodate a 144-square-foot addition. Alleys are not required in residential neighborhoods.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<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</p>

			<p>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 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>
			<p><b>Council Findings</b></p> <p><i>N/A. No easements are required or proposed with this project. The project does not create a new private street. The property is not adjacent to Warm Springs or located within the floodplain or riparian area.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.K</b></p> <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>
			<p><b>Council Findings</b></p> <p><i>This standard is not applicable as this project proposes to expand the boundaries of an existing condominium unit to accommodate a 144-square-</i></p>

				<i>foot addition. No sanitary sewage disposal improvements are required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to expand the boundaries of an existing condominium unit to accommodate a 144-square-foot addition. Water system improvements are not required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><b>Planting Strip Improvements:</b> 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>
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to expand the boundaries of an existing condominium unit to accommodate a 144-square-foot addition. Planting strip improvements are not required for this project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p><b>Cuts, Fills, And Grading Improvements:</b> 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"> <li>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.</li> <li>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"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> </ol> </li> </ol>



				<p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>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> <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ul>
			<p><b>Council Findings</b></p>	<p><i>City Departments will review the proposed grading plan for the project through their review of Building Permit Application File No. B21-046. The project shall comply with these standards.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Council Findings</i>	<i>All storm water shall be retained on site, including storm water from roof drains. All drainage facilities within the project site and the public right-of-way shall meet City standards.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Council Findings</i>	<i>This standards is not applicable as no new utilities are required to be installed to serve the 144-square-foot sauna addition within the existing condominium unit.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> 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>
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to expand the boundaries of an existing condominium unit to accommodate a 144-square-foot addition. Off-site improvements are not required or proposed with this project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.R	<p><b>Avalanche And Mountain Overlay:</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant 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.</p>
			<i>Council Findings</i>	<i>This project shall comply with all standards required for projects located within the Avalanche Zone and Mountain Overlay as specified in Chapters 17.92 and 17.124 of Ketchum Municipal Code.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to expand the boundaries of an existing condominium unit to accommodate a 144-square-foot addition.</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, 16.04.040, 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 Winter Sun Condominiums: Unit 2A Lot Line Shift this Monday, September 20<sup>th</sup>, 2021 subject to the following conditions:

### CONDITIONS OF APPROVAL

1. The amended plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
2. The amended subdivision plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No. 1217), Building Department (2018 International Existing Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities

Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
  - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
6. The applicant shall provide a copy of the recorded final plat to the Planning and Building Department for the project record.

Findings of Fact **adopted** this 20<sup>th</sup> day of September 2021.

---

Neil Bradshaw, Mayor

---

Tara Fenwick, City Clerk

**Attachment B:  
Lot Line Shift Application  
Submittal**



City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
File Number:	R21-072
Date Received:	8-12-21
By:	mf
Fee Paid:	95000
Approved Date:	
Denied Date:	
By:	

### Lot Line Shift Application

OWNER INFORMATION	
Owner Name: Mitchell Long & Margit Donhowe	
Mailing Address: PO Box 4228, Ketchum, ID 83340	
Phone: 208-484-6866	
Email: m.long.boise@gmail.com	
PROJECT INFORMATION	
Name of Proposed Plat: Unit 2A, Winter Sun Condominiums	
Representative of Owner: Sean Flynn	
Phone: 208-788-1705	
Mailing Address: 317 N. River St. Hailey, ID 83333	
Email: sflynn@galena-engineering.com	
Legal Land Description: Unit 2, Winter Sun Condominiums	
Project Address: 420 Sage Rd. 2	
Number of Lots: 1	Number of Units: 1
Total Land Area in Square Feet: 235,011 Sq. Ft.	Current Zoning District: General Residential Low Density
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input checked="" type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
n/a	
ATTACHMENTS	
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.

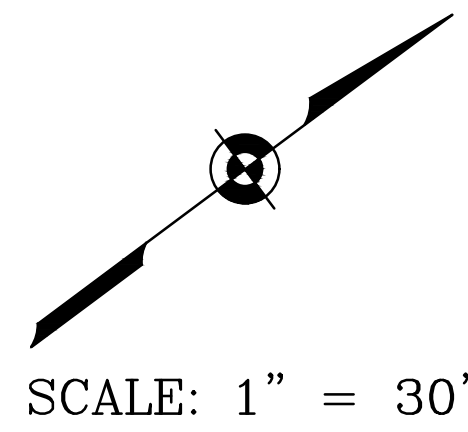
*Sean Flynn*

8/2/2021

Signature of Owner/Representative

Date

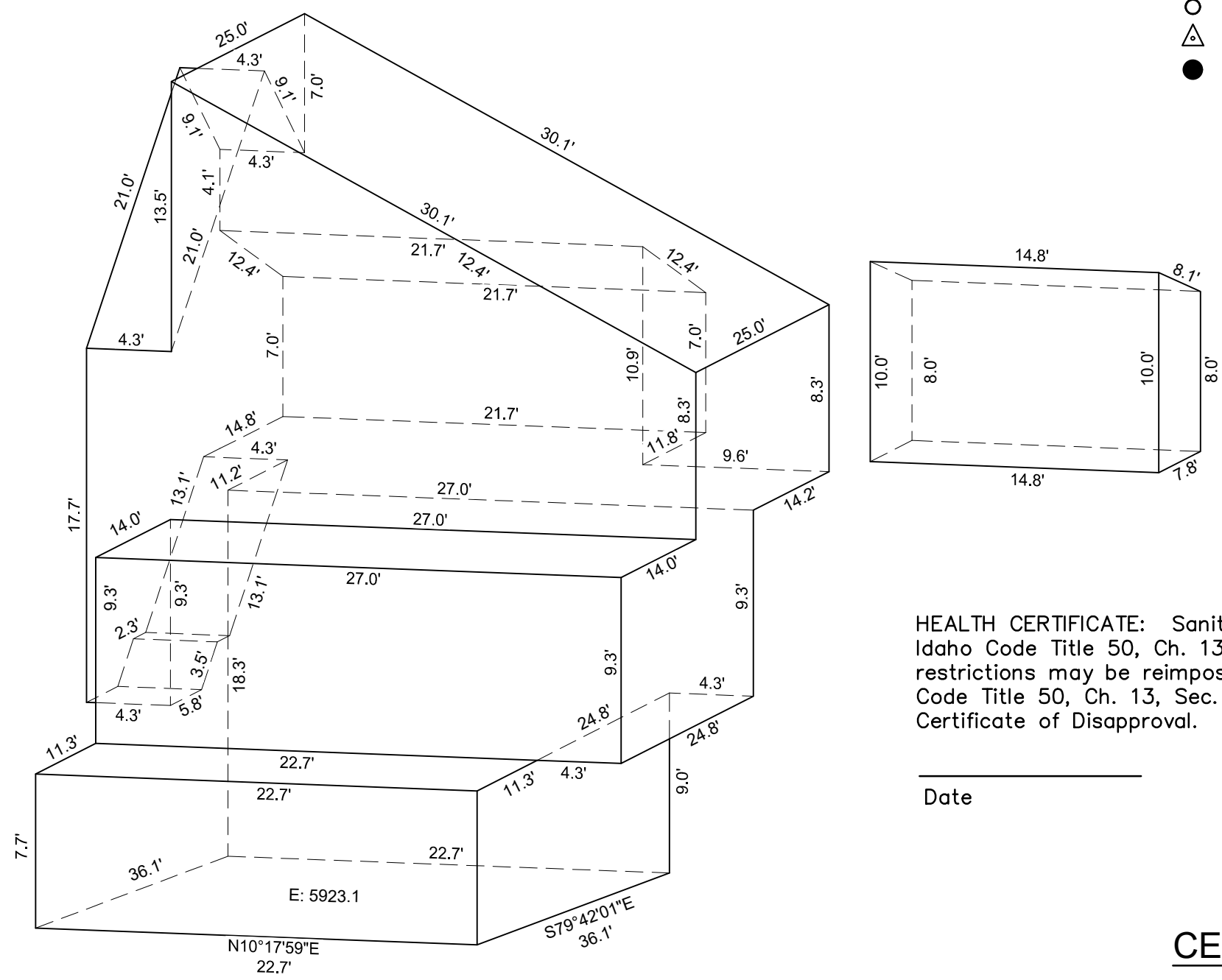
A CONDOMINIUM PLAT SHOWING  
**UNIT 2A, WINTER SUN CONDOMINIUMS**  
 WHEREIN THE LOT LINES OF UNIT 2, WINTER SUN CONDOMINIUM IS MODIFIED  
 LOCATED WITHIN SECTION 14, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 SEPTEMBER 2021



**LEGEND**

- Property Line
- Unit 2
- Proposed Additions
- Adjoinder's Lot Line
- Existing Units
- GIS Tie Line
- 25% Slope Line
- Survey Tie Line
- Driveway Easement
- Limited Common Deck Area
- Found Brass Cap, on Iron Pipe
- Found 5/8" Rebar
- Found 1/2" Rebar
- Calculated Point, Nothing Set
- Set 5/8" Rebar, P.L.S. 16670

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	131.16'	50.00'	150° 17' 54"	188.56'	96.66'	S67° 25' 36"E
C2	27.78'	35.37'	44° 59' 45"	14.65'	27.07'	N35° 42' 02"E



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

**CERTIFICATE OF SURVEYOR**

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.

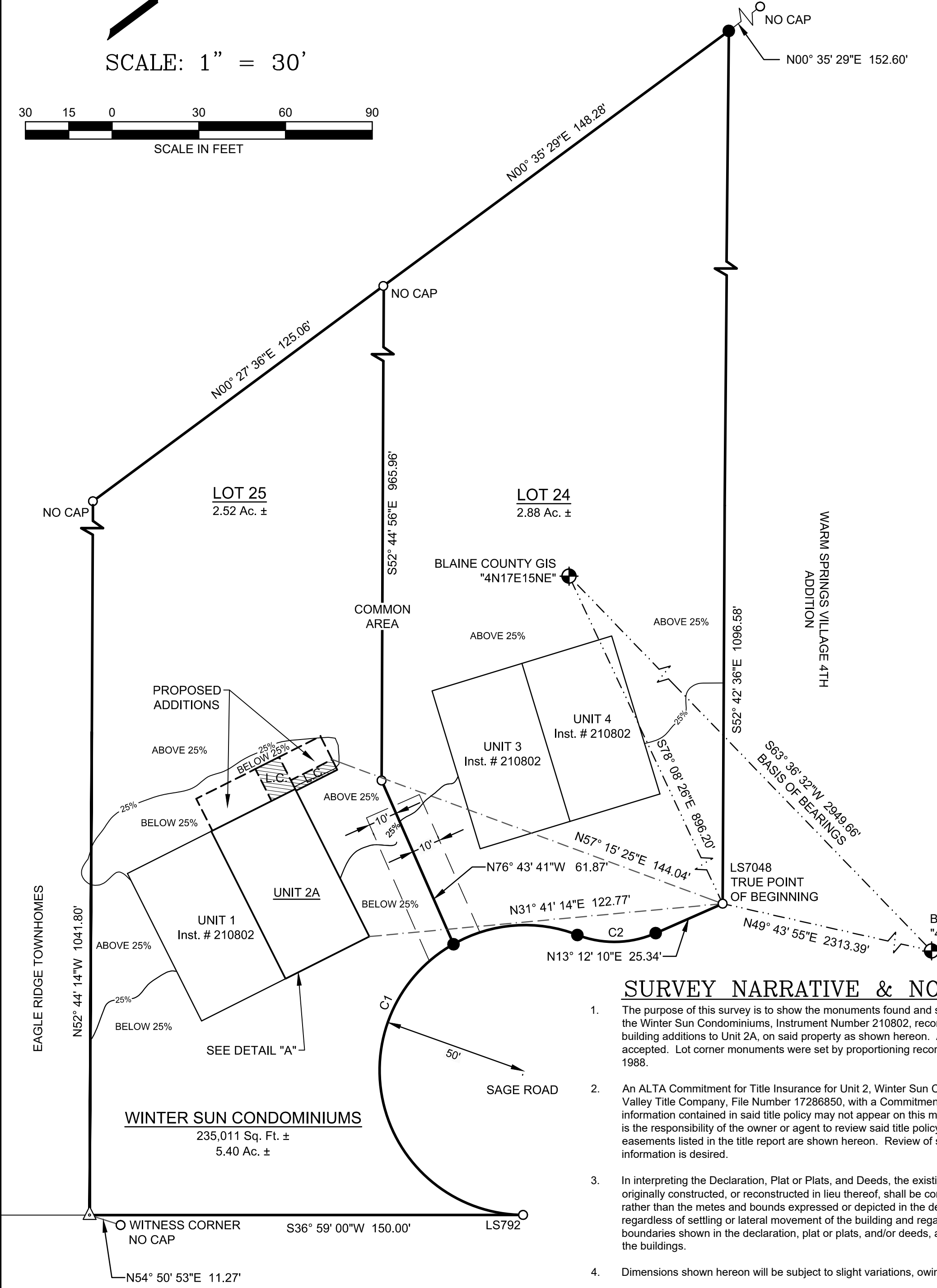


MARK E. PHILLIPS, P.L.S. 16670

UNIT 2A, WINTER SUN CONDOMINIUMS

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

1 OF 2  
Job No. 8107



**SURVEY NARRATIVE & NOTES**

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of the Winter Sun Condominiums, Instrument Number 210802, records of Blaine County, Idaho, and show the building additions to Unit 2A, on said property as shown hereon. All found monuments have been accepted. Lot corner monuments were set by proportioning record distances. Vertical Datum is NAVD 1988.
2. An ALTA Commitment for Title Insurance for Unit 2, Winter Sun Condominiums, has been issued by Sun Valley Title Company, File Number 17286850, with a Commitment Date of April 11, 2017. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
3. In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
4. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
5. Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling:

6. vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
6. Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number 210801, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
7. The entire property is located within the City of Ketchum's Avalanche Overlay District. Please refer to specific information in Ketchum Zoning Ordinances Ch. 17.92.
8. All area outside of units that is not designated as limited common is common area. areas of "common" or "limited common" are shown by diagram.
9. Building ties are to the interior corners of unit walls.
10. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
11. The current zoning is General Residential Low Density. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
12. The owners are Mitchell Long and Margit Donhowe, 420 Sage Rd 2., Ketchum, ID 83343. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.

**CERTIFICATE OF OWNERSHIP**

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

A parcel of land located within Section 14, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

UNIT 2, WINTER SUN CONDOMINIUM, as shown on the official plat thereof recorded as Instrument No. 210802, records of Blaine County, Idaho.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. I do hereby certify that all units within this condominium 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 units shown within this plat.

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

\_\_\_\_\_  
Mitchell Long

\_\_\_\_\_  
Margit Donhowe

**ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me, a Notary Public in and for said State, personally appeared Mitchell Long & Margit Donhowe, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

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

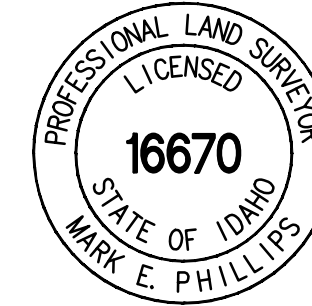
Residing in \_\_\_\_\_

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

**SURVEYOR'S CERTIFICATE**

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.

Mark E. Phillips, P.L.S. 16670



**BLAINE COUNTY SURVEYOR'S APPROVAL**

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I 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 to Plats and Surveys

\_\_\_\_\_  
Sam Young, P.L.S. 11577  
Blaine County Surveyor

\_\_\_\_\_  
Date

**KETCHUM CITY ENGINEER'S APPROVAL**

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Engineer

**KETCHUM CITY COUNCIL'S APPROVAL**

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision-Ordinance.

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

\_\_\_\_\_  
Date

Certified by City Clerk Robin Crotty

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

\_\_\_\_\_  
Date

**BLAINE 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 subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

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

\_\_\_\_\_  
Date

**BLAINE COUNTY RECORDER'S CERTIFICATE**

UNIT 2A, WINTER SUN  
CONDOMINIUMS

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

2 OF 2  
Job No. 8107





Sun Valley Title  
Authorized Agent for:  
Westcor Land Title Insurance Company

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**SCHEDULE A**

**Name and Address of Title Insurance Company:** Westcor Land Title Insurance Company  
2000 Colorado Blvd., Suite 1-3100  
Denver, CO 80222

**File Number:** 17286850

**Policy Number:** OP-6-ID1000-5679772

**Date of Policy:** April 11, 2017 at 1:25PM

**Amount of Insurance:** \$660,000.00

**Premium:** \$2,015.00

**Property Address Reference:** 420 Sage Rd, Unit 2, Ketchum, ID 83340

1. **Name of Insured:**  
Mitchell Long and Margit Donhowe
2. **The estate or interest in the land that is insured by this policy is:**  
Fee Simple
3. **Title is vested in:**  
Mitchell Long and Margit Donhowe, husband and wife, as community property with right of survivorship
4. **The Land referred to in this policy is described as follows:**  
See Attached Schedule C

TitleOne Corporation dba Sun Valley Title  
By:

Nick Busdon, Authorized Signatory

**SCHEDULE B**  
**Exceptions from Coverage**

File Number: 17286850  
Policy Number: OP-6-ID1000-5679772

**This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:**

1. Rights or claims of parties in possession not shown by the public records.
  2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
  3. Easements, or claims of easements, not shown by the public records.
  4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
  5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
  6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
  7. Taxes, including any assessments collected therewith, for the year 2017 which are a lien not yet due and payable.
  8. Water and sewer charges, if any, for the City of Ketchum. Paid Current.
  9. Liens, levies, and assessments of the Winter Sun Condominium Owners Association, Inc. Paid Current.
  10. Easements, reservations, restrictions, and dedications as shown on the official plat of Winter Sun Condominiums.
  11. An Affidavit as to Identification of Plats and Descriptions of Real Property Re. Avalanches  
Recorded: October 10, 1979  
Instrument No.: 197578
  12. Terms, Provisions, Covenants, Conditions, and Restrictions, and Easements provided by Condominium Declaration but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.  
Recorded: January 13, 1981  
Instrument No.: 210801
- Amendments, Supplements, or Modifications of said Covenants, Conditions, and Restrictions.  
Recorded: January 19, 1981  
Instrument No.: 211008
- Amendments, Supplements, or Modifications of said Covenants, Conditions, and Restrictions.  
Recorded: January 11, 1983  
Instrument No.: 234212

**File Number: 17286850**  
**Policy Number: OP-6-ID1000-5679772**

**ALTA Owner's Policy (6/17/06)**

13. A Deed of Trust with a Fixed/Adjustable Rate Rider, a Condominium Rider, and a Second Home Rider attached to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$495,000.00

Trustor/Grantor: Mitchell Long and Margit Donhowe, husband and wife

Trustee: TitleOne Corporation

Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for First Internet Bank of Indiana

Dated: April 10, 2017


Recorded: April 11, 2017

Instrument No.: 642714

**SCHEDULE C**  
**Legal Description**

Condominium Unit 2 as shown on the Condominium Map for WINTER SUN CONDOMINIUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 210802, and as defined and described in that Condominium Declaration for WINTER SUN CONDOMINIUMS, recorded as Instrument No. 210801, records of Blaine County, Idaho.

**Sun Valley Title**

 A TitleOne Company

Order Number: 17286850

**Warranty Deed**

For value received,

**Peter T. Richmond, as Successor Trustee of the Mary S. Thornton Trust - Exempt Property Share created under the Will of Decedent, an undivided 19.0911% interest (being 38.1822% of Decedent's undivided community property one-half interest and Peter T. Richmond, as Successor Trustee of the Mary S. Thornton Trust - Property Share created under the Will of Decedent, an undivided 30.9089% interest (being 61.8178% of Decedent's undivided community property one-half interest)**

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

**Mitchell Long and Margit Donhowe, husband and wife, as community property with right of survivorship**

whose current address is 2463 Eastdale Dr Boise, ID 83712

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

Condominium Unit 2 as shown on the Condominium Map for WINTER SUN CONDOMINIUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 210802, and as defined and described in that Condominium Declaration for WINTER SUN CONDOMINIUMS, recorded as Instrument No. 210801, records of Blaine County, Idaho.

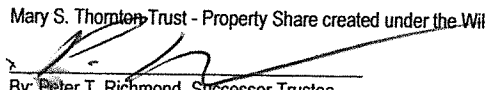
To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those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

Dated: March 29, 2017

Mary S. Thornton Trust - Exempt Property Share created under the Will of Decedent

x   
By: Peter T. Richmond, Successor Trustee

Mary S. Thornton Trust - Property Share created under the Will of Decedent

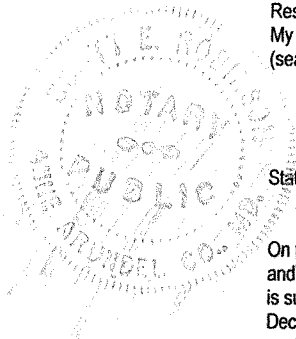
y   
By: Peter T. Richmond, Successor Trustee

State of Maryland, County of Anne Arundel, ss.

On this 4<sup>th</sup> day of April in the year of 2017, before me, the undersigned, a notary public in and for said state personally appeared Peter T. Richmond, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of Mary S. Thornton Trust - Exempt Property Share created under the Will of Decedent and acknowledged to me that he/she executed the same as trustee.

Scott E R

Notary Public  
Residing In: Annapolis MD.  
My Commission Expires: 7-3-17  
(seal)

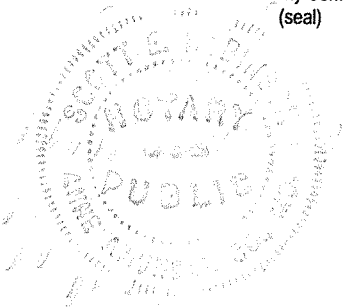


State of Maryland County of Anne Arundel, ss.

On this 4<sup>th</sup> day of April in the year of 2017, before me, the undersigned, a notary public in and for said state personally appeared Peter T. Richmond, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of Mary S. Thornton Trust - Property Share created under the Will of Decedent and acknowledged to me that he/she executed the same as trustee.

Scott E R

Notary Public  
Residing In: Annapolis MD  
My Commission Expires: 7-3-17  
(seal)





Recording Requested by  
and  
When Recorded Mail To:

Lawson & Peebles, P.A.  
P.O. Box 197  
Ketchum, Idaho 83340

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP

This declaration is made on December 15, 1980, by WARD AND BADENDUCK BUILDERS, a general partnership, ("Declarant"), AND HAROLD E. NEIBLING & MELANIE NEIBLING, h/w, AND MONTE NAVARRE & JOYCE NAVARRE, h/w.

R E C I T A L S :

Declarant is the owner of real property located in Blaine County, Idaho, described in Exhibit "A" attached hereto and made a part hereof by this reference (the "real property"). Declarant has improved or intends to improve the real property by constructing improvements on it containing four (4) dwelling units and recreational and other facilities in accordance with plans and specifications on file with the City of Ketchum, Idaho. By this declaration, Declarant intends to establish a plan of condominium ownership and to provide for the annexation of additional real property to this declaration.

D E C L A R A T I O N :

Declarant declares that the real property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges, all of which are declared and agreed to be in furtherance of a plan of condominium ownership as described in Idaho Code Sections 55-1501, et. seq. for the subdivision, improvement, protection, maintenance, and sale of condominiums within the real property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the real property. All of the limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the real property, and shall be binding on and inure to the benefit of the successors in interest of such parties. Declarant further declares that it is the express intent that this declaration satisfy the requirements of Idaho Code Section 55-1505.

1. DEFINITIONS

1.1 The "articles" mean the Association's Articles of Incorporation and their amendments.

1.2 The "Association rules" mean the rules and regulations regulating the use and enjoyment of the common area adopted by the board from time to time.

1.3 The "Association" means the WINTER SUN CONDOMINIUM OWNERS ASSOCIATION, an Idaho nonprofit corporation, its successors and assigns.

1.4 The "board" means the board of directors of the Association.

1.5 The "bylaws" mean the Association's bylaws and their amendments.

1.6 The "common area" means the entire development except all units as defined in this declaration or as shown on the condominium plan. The percentage of ownership interest in the Common Area which is allocated to each Unit for purposes of tax assessment under Idaho Code §55-1514 and for purposes of liability determination as provided by Idaho Code §55-1515 is expressed as a percentage of the entire ownership interest in the Common Area in Exhibit "B".

1.7 A "condominium" means an estate in real property as defined in Idaho Code Section 55-1503 consisting of an undivided interest as a tenant-in-common in the common area, together with a fee interest in a unit shown and described on the condominium plan.

1.8 The "condominium plan" means the condominium plan recorded pursuant to Idaho Code Section 55-1504 respecting the development, and any amendments to the plan. A copy of the condominium plan is attached as Exhibit "C" and contains a legal description of each Unit in the development and the identifying number of each Unit.

1.9 "Limited common areas" mean those common areas and facilities designated in the declaration for use of a certain condominium owner or owners to the exclusion, limitation or restriction of others.

1.10 The "Declarant means: WARD & BADENDUCK BUILDERS, a general partnership, AND Harold E. Neibling & Melanie Neibling, and, Monte Navarre & Joyce Navarre, h/w, and its successors and assigns, if such successors and assigns acquire record title to any portion of the development for development purposes.

1.11 The "development" means the real property divided or to be divided into condominiums or owned by the Association, including all structures and improvements on it, and any additional real property annexed to this declaration under Section 16 pursuant to any record supplement to this declaration.



1.12 A "member" means every person or entity who holds a membership in the Association.

1.13 A "mortgage" means a mortgage or deed of trust encumbering a condominium or other portion of the development. A "mortgagee" shall include the beneficiary under a deed of trust. An "institutional" mortgagee, is a mortgagee that is a bank or savings and loan association or mortgage company or other entity chartered or licensed under federal or state laws whose principal business is lending money on the security of real property, or any insurance company or any federal or state agency. A "first mortgage" or "first mortgagee" is one having priority as to all other mortgages or holders of mortgages encumbering the same condominium or other portions of the development.

1.14 An "owner" means each person or entity holding a record ownership interest in a condominium, including declarant, and contract purchasers under recorded contracts. "Owner" shall not include persons or entities who hold an interest in a condominium merely as security for the performance of an obligation.

1.15 A "unit" means the elements of a condominium that are not owned in common with the other owners of condominiums in the development, such units and their respective elements and boundaries being shown and particularly described in the condominium plan. In interpreting deeds and plans the existing physical boundaries of a unit or of a unit reconstructed in substantial accordance with the original plans shall be conclusively presumed to be its boundaries rather than the description expressed in the deed or plans, regardless of minor variance between boundaries shown on the plans or in the deed and those of the building and regardless of settling or lateral movement of the building. Whenever reference is made in this declaration, in the condominium plan, or in any deed or elsewhere to a unit, it shall be assumed that such reference is made to the unit as a whole, including each of its component elements, and to any and all exclusive easements appurtenant to such unit over common area, if any.

## 2. DESCRIPTION OF COMMON INTEREST, PROPERTY RIGHTS OF ENJOYMENT AND EASEMENTS

2.1 Ownership of Condominium; Easements. Ownership of each condominium within the development shall include a unit, limited common areas, and an undivided interest in the common area or portion thereof if additional real property is annexed to this declaration (which undivided interest shall be specified in the deed from declarant to each owner and which undivided interest cannot be altered or changed as long as the prohibition against severability of component interests in a condominium remains in effect as provided in this declaration), a membership in the Association, and any exclusive or non-exclusive easement or easements appurtenant to such condominium over the common area as described in this declaration or the deed to the condominium.

2.1.1 Every contract for the sale of a condominium and every other instrument affecting title to a condominium may describe that condominium by the number shown on the condominium plan with the appropriate reference to the condominium plan and to this declaration as each appears on the records of the County Recorder of Blaine County, Idaho, in the following fashion:

"Condominium Unit \_\_\_\_\_ as shown on the condominium plan for Winter Sun Condominiums appearing in the records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_, and as defined and described in that declaration for Winter Sun Condominiums recorded in the records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_."

The description of the condominium shall also include reference to the recording of any amendments to the condominium plan or declaration.

Such description will be construed to describe the unit, together with the appurtenant undivided interest in the common area, and to incorporate all the rights incident to ownership of a condominium and all the limitations on such ownership as described in this declaration.

2.2 Owners Non-Exclusive Easements of Enjoyment, Etc.  
Every owner of a condominium shall have a non-exclusive easement of use and enjoyment in, to and throughout the common area and for ingress, egress and support over and through the common area; however, such non-exclusive easements shall be subordinate to, and shall not interfere with, exclusive easements appurtenant to units over the common area, if any. Each Owner shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner. Each such non-exclusive easement shall be appurtenant to and pass with the title to every condominium, subject to the following rights and restrictions:

2.2.1 The right of the Association to limit the number of guests, and to adopt and to enforce the Association rules.

2.2.2 The right of the Association to charge reasonable admission and other fees for the use of any unassigned parking and storage spaces and any recreational facility situated upon the common area.

2.2.3 The right of the Association to borrow money to improve, repair or maintain the common area.

2.2.4 The right of the Association to assign, rent, license or otherwise designate and control use of unassigned parking and storage spaces within the common area (other

than those portions subject to exclusive easements appurtenant to units, if any).

2.2.5 The right of the Association to suspend the right of an owner to use any recreational or other facility upon the common area as provided in Section 4.3.1.2 of this declaration.

2.2.6 The right of declarant or its designees to enter on the development to reconstruct the development and to make repairs and remedy construction defects if such entry shall not interfere with the use of any occupied unit unless authorized by the unit owner.

2.2.7 The right of the Association, or its agents, to enter any unit to perform its obligations under this declaration, including obligations with respect to construction, maintenance or repair for the benefit of the common area, or the owners in common, or to make necessary repairs that the unit owner has failed to perform. The right shall be immediate in case of an emergency originating in or threatening such unit, whether or not the owner is present.

2.2.8 The right of any owner, or his representatives, to enter the unit of any other owner to perform permissible installations, alterations or repairs to mechanical or electrical services, including installation of television antennae and related cables, if requests for entry are made in advance and such entry is at a time convenient to the owner whose unit is being entered except that in case of emergency such right of entry shall be immediate.

2.3 Delegation of Use; Contract Purchasers; Tenants. Any owner may delegate his rights of use and enjoyment in the development, including any recreational facilities to the members of his family, his guests, and invitees, and to such other persons as may be permitted by the bylaws and the Association rules, subject however, to this declaration, to the bylaws and to the Association rules. However, if an owner of a condominium has sold his condominium to a contract purchaser or rented it, the owner, members of his family, his guests and invitees shall not be entitled to use and enjoy the recreational facilities of the development while the owner's unit is occupied by such contract purchaser or tenant. Instead, the contract purchaser, while occupying such unit, shall be entitled to use and enjoy the recreational facilities of the development and can delegate the rights of use and enjoyment in the same manner as if such contract purchaser or tenant were an owner during the period of occupancy. Each owner shall notify the secretary of the Association of the names of any contract purchasers or tenants of such owner's condominium. Each owner, contract purchaser or tenant also shall notify the secretary of the Association of the names

of all persons to whom such owner, contract purchaser, or tenant has delegated any rights of use and enjoyment in the development and the relationship that each such person bears to the owner, contract purchaser, or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of owners.

2.4 Minor Encroachment. If any portion of the common area encroaches on any unit or if any portion of a unit encroaches on the common area, regardless of the cause, a valid easement exists for such encroachment and for the maintenance of it as long as it remains and all units and the common area are made subject to such easements. If any structure containing a unit is partially or totally destroyed and then rebuilt and any encroachment on the common area results, a valid easement exists for such encroachment and for the maintenance of it as long as it remains, and all units and the common area are made subject to such easements.

2.5 Easements Granted By Association. The Association shall have the power to grant and convey to any third party easements and rights-of-way in, on, over or under the common area for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and each purchaser, in accepting a deed to a condominium expressly consents to such easement. However, no such easement can be granted if it would interfere with the use, occupancy or enjoyment by any owner of his unit, any exclusive easements over the common area appurtenant to a condominium or the recreational facilities of the development unless approved by the vote or written consent of the holders of not less than seventy-five percent (75%) of the voting rights of each class of members and their first mortgagees.

### 3. USE RESTRICTIONS

3.1 Residential Use. Units shall be used for residential purposes only. However, for a period of three (3) years from the date of recordation of this declaration, units owned by declarant may be used by declarant or its designees as models, sales offices and construction offices for the purpose of developing, improving and selling condominiums in the development. Nothing in this declaration shall prevent an owner from leasing or renting his condominium. However, any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all provisions of this declaration, the articles, the bylaws, and the Association rules and any lease or rental agreement must specify that failure to abide by such provisions shall

be a default under the lease or rental agreement. Also, except for a mortgagee in possession of a condominium following a default in a first mortgage, a foreclosure proceeding or acceptance of a deed or other arrangement in lieu of foreclosure, no owner shall rent, lease or let his condominium for transient or hotel purposes.

3.2 Commercial Use. Except as otherwise provided in this declaration, including Section 3.1, no part of the development shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

3.3 Maintenance. Each owner of a condominium shall be responsible for maintaining his limited common area, his unit, including the equipment and fixtures in the unit and its interior walls, ceilings, windows and doors in a clean, sanitary, workable and attractive condition. However, each owner has complete discretion as to the choice of furniture, furnishings and interior decorating; but windows can be covered only by drapes or shades and cannot be painted or covered by foil, cardboard, or other similar materials. Each owner also shall be responsible for repair, replacement and cleaning of the windows and glass of his unit both exterior and interior. Unless otherwise provided in this declaration, each owner shall clean and maintain any exclusive easement appurtenant to his condominium.

3.4 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in the development, and no oil wells, tanks, tunnels or mineral excavations or shafts shall be permitted on the surface of the development or within five hundred (500) feet below the surface of the development. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted on the development.

3.5 Offensive Conduct; Nuisances. No noxious or offensive activities, including but not limited to, repair of automobiles or other motorized vehicles, shall be conducted within the development. Nothing shall be done on or within the development that may be or may become an annoyance or nuisance to the residents of the development, or that in any way interferes with the quiet enjoyment of occupants of units. Unless otherwise permitted by the Association rules, no owner shall serve food or beverages, cook, barbecue, or engage in similar activities, except within such owner's unit, limited common area and except within those portions of the common area subject to exclusive easements appurtenant to such owner's condominium, if any.

3.6 Parking Restrictions; Use of Garage. Unless otherwise permitted by the board, no automobile shall be parked or left within the development other than within a garage, carport, or assigned or appurtenant parking stall or space. No boat, trailer, recreational vehicle, camper, truck or commercial vehicle shall be parked or left within the development other than in a parking area designated by the board for the parking and storage of such vehicles. However, parking by commercial vehicles for the purpose of making deliveries shall be permitted in accordance with the Association rules. Any garages and carports shall be used for parking automobiles only and shall not be converted for living or recreational activities. Any garage doors shall remain closed at all times except when being used to enter or exit.

3.7 Signs. No sign of any kind shall be displayed to the public view on or from any unit or within the common area without the approval of the board, except such signs as may be used by the declarant or its designees for a period of three (3) years from the date of recordation of any Supplement to this declaration pursuant to Section 16 hereof, whichever is later, for the purpose of developing, selling and improving condominiums within the development. However, one sign of customary and reasonable dimensions advertising a condominium for sale or for rent may be placed within each unit or within the common area immediately adjacent to it by the owner, the location and design of it to be subject to approval by the board.

3.8 Antennae, External Fixtures, Etc. No television or radio poles, antennae, flag poles, clotheslines, or other external fixtures other than those originally installed by declarants or approved by the board and any replacements shall be construed, erected or maintained on or within the common area or any structures on it. No wiring, insulation, air conditioning, or other machinery or equipment other than that originally installed by declarant or approved by the board, and their replacements shall be constructed, erected or maintained on or within the common area, including any structures on it. Each owner shall have the right to maintain television or radio antennae within completely enclosed portions of his unit. However, if cable television is or becomes available to such owner, his right to maintain television antennae within completely enclosed portions of his unit shall terminate immediately unless the board continues to authorize their maintenance.

3.9 Fences, Etc. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the development except those that are installed in accordance with the original construction of the development, and their replacements or as are authorized and approved by the board.

3.10 Animals. No animals, reptiles, rodents, birds, fish, livestock or poultry shall be kept in any unit or elsewhere within the development except that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets within any unit, if they are not kept, bred or raised for commercial purposes. The board can prohibit maintenance of any animal that constitutes a nuisance to any other owner in the sale and exclusive opinion of the board. Each person bringing or keeping a pet upon the development shall be absolutely liable to other owners, their family members, guests, invitees, tenants and contract purchasers, and their respective family members, guests, and invitees for any damage to persons or property caused by any pet brought upon or kept upon the development by such person or by members of his family, his guests or invitees.

3.11 Restricted Use of Recreation Vehicles, Etc. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living area while located on the development. However, trailers or temporary structures for use incidental to the initial construction of the development or the initial sales of condominiums may be maintained within the development but shall be promptly removed on completion of all initial construction and all initial sales.

3.12 Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No owner shall permit or cause any trash or refuse to be kept on any portion of the development other than in the receptacles customarily used for it, which shall be located only in places specifically designed for such purpose except on the scheduled day for trash pickup.

3.13 Outside Drying and Laundering. No exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes on balconies, patios, porches or other areas.

3.14 Structural Alterations. No structural alterations to the interior of or common area surrounding any unit shall be made and no plumbing or electrical work within any bearing or common walls shall be performed by any owner without the prior written consent of the board.

3.15 Exterior Alterations. No owner shall at his expense or otherwise make any alterations or modifications to the exterior of the buildings, fences, railings or walls situated within the development without the prior written consent of the board and any institutional first mortgagee whose interest may be affected.

3.16 Compliance With Laws, Etc. Nothing shall be done or kept in any unit or in the common area that might increase the rate of, or cause the cancellation of, insurance for the development, or any portion of the development, without the prior

written consent of the board. No owner shall permit anything to be done or kept in his unit that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body. No owner shall allow furniture, furnishings or other personalty belonging to such owner to remain within any portion of the common area except portions subject to exclusive easements over common area appurtenant to such owner's condominium and except as may otherwise be permitted by the board.

3.17 Indemnification. Each owner shall be liable to the remaining owners for any damage to the common area that may be sustained by reason of the negligence of that owner, members of his family, his contract purchasers, tenants, guests or invitees, but only to the extent that any such damage is not covered by insurance. Each owner, by acceptance of his deed, agrees for himself and for the members of his family, his contract purchasers, tenants, guests or invitees, to indemnify each and every other owner, and to hold him harmless from, and to defend him against, any claim of any person for personal injury or property damage occurring within the unit of that particular owner and within any exclusive easements over the common area appurtenant to the owner's condominium, unless the injury or damage occurred by reason of the negligence of any other owner or person temporarily visiting in said unit or portion of the common area subject to an exclusive easement appurtenant to the condominium or is fully covered by insurance.

3.18 Owner's Obligation For Taxes. To the extent allowed by law, all condominiums, including their pro rata undivided interest in the common area and the membership of an owner in the Association, shall be separately assessed and taxed so that all taxes, assessments and charges which may become liens prior to first mortgages under local law shall relate only to the individual condominiums and not to the development as a whole. Each owner shall be obligated to pay any taxes or assessments assessed by the county assessor of the county in which the development is located against his condominium and against his personal property.

3.19 Future Construction. Nothing in this declaration shall limit the right of declarant, its successors and assigns, to complete construction of improvements to the common area and to condominiums owned by declarant or to alter them or to construct additional improvements as declarant deems advisable before completion and sale of the entire development. The rights of declarant in this declaration may be assigned by declarant to any successor to all or any part of any declarant's interest in the development, as developer, by an express assignment incorporated in a recorded deed that transfers any such interest to a successor.



3.20 Enforcement. The failure of any owner to comply with any provision of this declaration or the articles or bylaws shall give rise to a cause of action in the Association and any aggrieved owner for the recovery of damages or for injunctive relief, or both.

#### 4. THE ASSOCIATION

4.1 Formation. The Association is a nonprofit corporation formed under the laws of Idaho. On the close and recording of the first condominium sale to an owner, the Association shall be charged with the duties and invested with the powers set forth in the articles, the bylaws and this declaration, including, but not limited to, control and maintenance of the common area and ownership of any facilities on the common area.

4.2 Association Action; Board of Directors and Officers; Members' Approval. Except as to matters requiring the approval of members as set forth in this declaration, the articles, or the bylaws, the affairs of the Association shall be conducted by the board and such officers as the board may elect or appoint. Such election or appointment shall be in accordance with this declaration or the bylaws, and their amendments. Except as otherwise provided in this declaration, the articles or the bylaws, all matters requiring the approval of members shall be deemed approved if members holding a majority of the total voting rights assent to them by written consent as provided in the bylaws or if approved by a majority vote of a quorum of members at any regular or special meeting held in accordance with the bylaws.

#### 4.3 Powers and Duties of Association.

4.3.1 Powers. The Association shall have all the powers of a nonprofit corporation organized under the General Nonprofit Corporation Law of Idaho subject only to such limitations on the exercise of such powers as are set forth in the articles, the bylaws and this declaration. It shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this declaration, the articles and the bylaws, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association, including, without limitation, the following:

4.3.1.1 Assessments. The Association shall have the power to establish, fix and levy assessments against the owners and to enforce payment of such assessments, in accordance with the provisions of this declaration. However, the approval of members shall be required as to the amounts of all regular and special assessments except as otherwise provided in this declaration.

4.3.1.2 Right of Enforcement. The Association in its own name and on its own behalf of any owner who consents, can commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of this declaration or of the articles or bylaws, or of the Association rules or any resolutions of the board, and to enforce by mandatory injunction, or otherwise, all of these provisions. In addition, the Association can suspend the voting rights, can suspend use privileges of the common area or can assess monetary penalties against any owner or other person entitled to exercise such rights or privileges for any violation of this declaration or the articles, bylaws, Association rules, or board resolutions. However, any such suspension of use privileges cannot exceed a period of thirty (30) days for any one violation and any monetary penalty cannot exceed Fifty Dollars (\$50.00) for any one violation. Each suspended or fined owner or other person can appeal such action by filing written notice of his intention to appeal with the board. The action imposing the fine or suspension shall then become ineffective until the fine or suspension is unanimously approved by all board members at a regular or special meeting of the board at which all board members are present. The owner or other person to be fined or suspended can appear, be represented by counsel and be heard at the meeting. Except as provided in this section, the Association does not have the power or authority to cause a forfeiture or abridgement of an owner's right to the full use and enjoyment of such owner's condominium if the owner does not comply with provisions of this declaration or of the articles or bylaws or the Association rules, except when the loss or forfeiture is the result of a court judgment or arbitration decision or a foreclosure or sale under a power of sale based on failure of the owner to pay assessments levied by the Association.

4.3.1.3 Delegation of Powers; Professional Management. The Association acting by and through the board can delegate its powers, duties, and responsibilities to committees or employees, including a professional managing agent ("Manager"). Any agreement for professional management of the development shall be terminable by either party with or without cause and without payment of a termination fee on thirty (30) days' written notice. The term of any such agreement shall not exceed one (1) year, although such agreement may be renewed from year to year by the board.

4.3.1.4 Association Rules. The board shall have the power to adopt, amend and repeal the Association rules as it deems reasonable. The Association rules shall govern the use of the common area by all owners or their families, guests, invitees or by any contract purchaser, or tenant, or their respective family members, guests or invitees. However, the Association rules shall not be inconsistent with or materially alter any provisions of this declaration, the articles or the

bylaws. A copy of the Association rules as adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and a copy shall be posted in a conspicuous place within the development. In case of any conflict between any of the Association rules and any other provisions of this declaration, the articles, or bylaws, the conflicting Association rules shall be deemed to be superseded by the provisions of this declaration, the articles or bylaws.

4.3.2 Duties of the Association. In addition to the powers delegated to it by its articles or the bylaws, and without limiting their generality, the Association, acting by and through the board, or persons or entities described in Section 4.3.1.3, has the obligation to conduct all business affairs of common interest to all owners and to perform each of the following duties:

4.3.2.1 Operation and Maintenance of Common Area. To operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the common area, and all its facilities, improvements, and landscaping including any private driveways and private streets, and any other property acquired by the Association, including personal property, in a first-class condition and in a good state of repair. In this connection, the Association may enter into contracts for services or materials for the benefit of the Association or the common area, including contracts with declarant. The term of any such service contract shall not exceed one (1) year and shall be terminable by either party with or without cause and without payment of a termination fee upon thirty (30) days' written notice.

4.3.2.2 Taxes and Assessments. To pay all real and personal property taxes and assessments and all other taxes levied against the common area, personal property owned by the Association or against the Association. Such taxes and assessments may be contested or compromised by the Association, provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

4.3.2.3 Water and Other Utilities. To acquire, provide and pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, gas and other necessary utility services for the common area and for condominiums when the condominiums are not separately billed. The term of any contract to supply any of the listed services shall not exceed one (1) year or, if the supplier is a regulated public utility, the shortest term not to exceed one (1) year for which the supplier will contract at the applicable regulated rate.

4.3.2.4 Insurance. To obtain, from reputable insurance companies, and maintain the insurance described in Section 8.

4.3.2.5 Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this declaration, that may be reasonably necessary to enforce any of the provisions of this declaration, the articles and bylaws, and the Association's rules and board resolutions.

4.3.2.6 Enforcement of Bonded Obligations. If the Association is the obligee under a bond or other arrangement ("bond") to secure performance of a commitment of the declarant or its successors or assigns to complete common area improvements, not completed at the time of recordation of the final subdivision plat for the latest phase of the development, the board shall consider and vote on the question of action by the Association to enforce the obligations under the bond with respect to any improvement for which a notice of completion has not been filed within sixty (60) days after the completion date specified for that improvement in the planned construction statement appended to the bond. However, if the Association has given an extension in writing for the completion of any common area improvement, the board shall consider and vote on the action to enforce the obligations under the bond only if a notice of completion has not been filed within thirty (30) days after the expiration of the extension. If the board fails to consider and vote on the action to enforce the obligations under the bond, or if the board decides not to initiate action to enforce the obligations under the bond, then on the petition in writing to the board signed by members of the association representing not less than ten percent (10%) of the total voting power of the Association, the board shall call a special meeting of members for the purpose of voting to override the decision of the board not to initiate action or to compel the board to take action to enforce the obligations under the bond. The meeting shall be called by the board by fixing a date not less than fifteen (15) days nor more than thirty (30) days after receipt by the board of said petition and by giving written notice to all owners entitled to vote in the manner provided in this declaration or in the bylaws for notices of special meetings of members of the Association. At the meeting, the vote in person or by proxy of a majority of the owners entitled to vote (other than declarants) in favor of taking action to enforce the obligations under the bond shall be deemed to be the decision of the Association and the board shall then implement this decision by initiating and pursuing appropriate action in the name of the Association.

4.3.3 Limitations on Authority of Board. Except with the vote or written assent of members of the Association holding fifty-one percent (51%) of the voting rights of each class of members, the board shall not take any of the following actions:

4.3.3.1 Incur aggregate expenditures for capital improvements to the common area in any fiscal year in excess of five percent (5%) of the budgets gross expenses of the Association for that fiscal year; or

4.3.3.2 Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

4.3.3.3 Pay compensation to members of the board or to officers of the Association for services performed in the conduct of the Association's business. However, the board may cause a member of the board or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.4 Personal Liability. No member of the board, or of any committee of the Association, or any officer of the Association, or any manager, or declarant, or any agent of declarant, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

4.5 Organizational Meeting of Members. An organizational meeting shall be held as soon as practicable after incorporation of the Association, and the directors elected then shall hold office until the first annual meeting. All offices of the board of directors shall be filled at the organizational meeting.

4.6 Regular Meetings of Members and Notice. The first annual meeting of members of the Association shall be held within forty-five (45) days after the closing of the sale of the condominium that represents the fifty-first (51st) percentile interest of condominiums approved for sale in the final subdivision plat for the first phase of the development, but in no case later than six (6) months after the closing and recording of the sale of the first condominium within the development. Thereafter, regular meetings of members of the Association shall be held at least once in each year at a time and place within the development as prescribed in the bylaws or as selected by the board. Special meetings may be called as provided for in the bylaws. Notice of all members' meetings, regular or special, shall be given by regular mail, personal delivery or telegram to all owners and to any mortgagee who has requested in writing that such notice be sent to it and shall be given not less than ten (10) days nor more than thirty (30) days before the time of the meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken.

Any mortgagee, through its designated representative, shall be entitled to attend any such meeting but except as provided in Section 14.9 shall not be entitled to vote at the meeting. The presence at any meeting in person or by proxy of members entitled to cast at least fifty percent (50%) of the total votes of all members of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the date the original meeting was called, at which adjourned meeting the quorum requirement shall be at least twenty-five percent (25%) of the total votes. Any meeting of members at which a quorum is present may be adjourned for any reason to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time of such meeting by members representing a majority of the votes present in person or by proxy. As long as a majority of the voting power of the Association resides in the declarant, or as long as there are two outstanding classes of membership in the Association, the election of twenty percent (20%) of the directors (the "specially elected directors") shall be determined at a special election held immediately before the regular election of directors (except in the case of the election of a specially elected director following removal of his predecessor). At the duly constituted meeting of members, nominations for the specially elected director shall be made from the floor. When nominations have been closed, the special election shall take place. Declarants shall not have the right to participate in or vote in such special election (although declarant or declarant's representative may be present), and the candidates receiving the highest number of votes up to the number of specially elected directors to be elected shall be deemed to be the specially elected directors, and their term shall be the same as that of any other director. Unless members (excluding declarant) holding a majority of all voting rights (excluding any voting rights held by declarant) assent by vote or written consent, such specially elected directors cannot be removed. In case of the death, resignation, or removal of a specially elected director, his successor shall be elected at a special meeting of members, and the provisions set forth in this Section respecting the election of a specially elected director shall apply as to the election of a successor. Except as provided in this declaration, the provisions of this declaration and of the articles and bylaws applicable to directors, including their election and removal, shall apply to a specially elected director.

4.7 Financial Statements of the Association. The Board shall prepare, or cause to be prepared, a balance sheet and an operating statement for the Association as of the accounting dates set forth in this Section, and copies of each shall be distributed to each owner within sixty (60) days after the accounting dates. Except with respect to the balance sheet and

operating statements for the Association prepared with respect to the first accounting date and the pro forma budget described in Section 6.4.1.1, in any fiscal year in which the gross receipts of the Association exceed SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00), the balance sheet and operating statement shall be audited by an independent public accountant. For those purposes the accounting dates for the preparation of the balance sheet and operating statement are as follows:

4.7.1 The first accounting date shall be the last day of the month closest in time to six (6) months from the date of closing of the first sale of a condominium within the development. The balance sheet shall be rendered as of that date, and the operating statement shall be rendered for the period of commencing with the date of closing of the first sale of a condominium within the development and ending as of the first accounting date. The operating statement for the first six (6) months accounting period shall include a schedule of assessments received or receivable, itemized by unit number and by the name of the person or entity assessed.

4.7.2 The second and subsequent accounting date shall be the last day of the Association's fiscal year (which fiscal year shall be a calendar year unless a different fiscal year is adopted). The balance sheet shall be rendered as of that date, and the operating statement shall be rendered for the fiscal year it covers, and both shall be distributed to the owners within sixty (60) days after the close of the fiscal year.

4.7.3 Copies of each such balance sheet, operating statement and pro forma operating statement for the Association shall be mailed to any mortgagee who has requested in writing that such copies be sent to it.

#### 4.8 Inspection of Association Books and Records.

4.8.1 Any membership register, books of account and minutes of meetings of the members, the board and committees of the board of the Association, shall be made available for inspection and copying by any member of the Association, or his duly-appointed representative, or any mortgagee, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the development as the board prescribes.

4.8.2 The board shall establish by resolution reasonable rules with respect to:

4.8.2.1 Notice to be given to the custodian of the records of the Association by the member, representative or mortgagee desiring to make an inspection.

4.8.2.2 Hours and days of the week when an inspection may be made.

4.8.2.3 Payment of the cost of reproducing copies of documents requested by a member or by a representative or mortgagee.

4.8.3 Every director of the Association shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

## 5. MEMBERSHIP AND VOTING RIGHTS

### 5.1 Membership.

5.1.1 Qualifications. Each owner of a condominium, including declarants, shall be a member of the Association. No owner shall hold more than one membership in the Association even though such owner may own, or own an interest in, more than one condominium. Ownership of a condominium or interest in it shall be the sole qualification for membership in the Association. Each owner shall remain a member of the Association until his ownership or ownership interest in all condominiums in the development ceases at which time his membership in the Association shall automatically cease. Persons or entities who hold an interest in a condominium merely as security for performance of an obligation are not to be regarded as members.

5.1.2 Members Rights and Duties. Each member shall have the rights, duties and obligations set forth in this declaration, the articles, the bylaws and the Association's rules, as the same may from time to time be amended.

5.1.3 Transfer of Membership. The Association membership of each person or entity who owns, or owns an interest in, one or more condominiums shall be appurtenant to each such condominium, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to each such condominium or interest in it and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a condominium or interest in it shall operate automatically to transfer the appurtenant membership rights in the Association to the new owner.

### 5.2 Voting.

5.2.1 Number of Votes. The Association shall have two (2) classes of voting membership:



Class A: Class A members are all owners, with the exception of declarant. Each Class A member shall be entitled to one (1) vote for each condominium in which such class member owns an interest. However, when more than one Class A member owns an interest in a condominium, the vote for such condominium shall be exercised as they themselves determine, but in no case shall more than one (1) vote be cast with respect to any one condominium.

Class B: The Class B members shall be the declarant who shall be entitled to three (3) votes for each condominium owned in any phase of the development including the first phase which has been annexed to this declaration and with respect to which assessments are then being levied by the Association. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

5.2.1.1 When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

5.2.1.2 On the third anniversary of the recordation of the most recent final subdivision plat for a phase of the development; or

As long as two classes of members in the Association exist, no action by the Association that must have the prior approval of the Association members shall be deemed approved by the members unless approved by the appropriate percentage of both classes of members, except as provided in Section 4.3.2.6 of this declaration.

5.2.2 Joint Owner Votes. The voting rights for each condominium may not be cast on a fractional basis. If the joint owners of a condominium are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit the vote on the matter in question. If any owner exercises the voting rights of a particular condominium, it will be conclusively presumed for all purposes that he was acting with the authority and consent of all other owners of the same condominium. If more than one (1) person or entity exercises the voting rights for a particular condominium, their votes shall not be counted and shall be deemed void.

## 6. ASSESSMENTS

6.1 Agreement to Pay. The declarant, for each condominium owned by it in the development that is expressly made subject to assessment as set forth in this declaration, covenant and agree, and each purchaser of a condominium owned, to pay to the Association regular assessments and special assessments, such assessments to be established, made and collected as provided in this declaration.

6.2 Personal Obligations. Each assessment or installment, together with any late charge, interest, collection costs and reasonable attorneys' fees, shall be the personal obligation of the person or entity who was an owner at the time such assessment, or installment became due and payable. If more than one person or entity was the owner of a condominium, the personal obligation to pay such assessment, or installment respecting such condominium shall be both joint and several. The personal obligation for delinquent assessments, or delinquent installments and other such sums, shall not pass to an owner's successors in interest unless expressly assumed by them. No owner may exempt himself from payment of assessments, or installments, by waiver of the use or enjoyment of all or any portion of the common area or by waiver of the use or enjoyment of, or by abandonment of, his condominium.

6.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the members of the association, the improvement, replacement repair, operation and maintenance of the common area and the performance of the duties of the Association as set forth in this declaration.

6.4 Assessments.

6.4.1 Regular Assessments.

6.4.1.1 Not more than sixty (60) days nor less than thirty (30) days before the beginning of each fiscal year of the Association, the board shall meet for the purpose of establishing the regular annual assessment for the forthcoming fiscal year. At such meeting the board shall written comments received and any other information available to it and, after making any adjustments that the board deems appropriate, without a vote of the members of the Association, shall establish the regular assessment for the forthcoming fiscal year; provided, however, that the board may not establish a regular assessment for any fiscal year of the Association which is more than one hundred twenty percent (120%) of the regular assessment of the prior fiscal year of the Association (except the first such fiscal year of the Association if it should be less than twelve (12) months) without the approval by vote or written consent of members holding fifty-one percent (51%) of the voting rights of each class of members.

6.4.1.3 Unless the Association or its assessment income shall be exempt from federal or state income taxes, to the extent possible, all reserves shall be accounted for and handled as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in such other manner authorized by law or regulations of the Internal Revenue Service as will prevent such funds from being taxed as income of the Association.

6.4.2 Special Assessments. If the board determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements on the common area, the board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by a majority vote of the board, it shall become a special assessment. The board may, in its discretion, pro rate such special assessment over the remaining months of the fiscal year or levy the assessment immediately against each condominium. Unless exempt from federal or state income taxation, all proceeds from any special assessment shall be segregated and deposited into a special account and shall be used solely for the purpose or purposes for which it was levied or it shall be otherwise handled and used in a manner authorized by law or regulations of the Internal Revenue Service to avoid, if possible, its taxation as income of the Association.

6.4.3 Limitation Respecting Special Assessments. Any special assessment in excess of five percent (5%) of the budgeted gross expense of the Association for the fiscal year in which a special assessment is levied shall require approval by vote or written consent of fifty-one percent (51%) of the holders of voting rights of each class of members, except in case of a special assessment against an owner as a remedy utilized by the board to reimburse the Association for costs incurred in bringing the member or his condominium into compliance with the provisions of this declaration.

6.5. Uniform Rate of Assessment. Except as otherwise specifically provided in this declaration, including Sections 4.3.1.2, 6.4.3 and 9.6, regular and special assessments must be fixed at a uniform rate for all condominiums and regular and special assessments shall be determined by dividing the amount by the total number of condominiums then within the development and subject to assessment.

6.6 Assessment Period. The regular assessment period shall commence on January 1 of each year and shall terminate on December 31 of such year, and regular assessments shall be payable in equal monthly installments unless the board adopts some other basis for collection. However, the initial regular assessment period shall commence on the first day of the calendar month following the date on which the sale of the first condominium to a purchaser is closed and recorded (the "initiation date") and shall terminate on December 31 of the year in which the initial sale is closed and recorded. The first regular assessment and all special assessments shall be adjusted according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments unless the board adopts

some other basis for collection. The Association shall not change the pro rata interest or obligation of any condominium for purposes of levying assessments unless all owners and all institutional first mortgagees have given their prior written consent.

6.7 Notice and Assessment Installment Due Dates. A single ten (10) day prior written notice of each annual regular assessment and each special assessment shall be given to any owner of every condominium subject to assessment in which the due dates for the payments of installments shall be specified. The due dates for the payment of installments normally shall be established by the board. Each installment of regular assessments and special assessments shall become delinquent if not paid within fifteen (15) days after its due date. There shall accrue with each delinquent installment a late charge of Fifteen Dollars (\$15.00) together with interest at the rate of twelve percent (12%) per annum calculated from the due date to and including the date full payment is received by the Association.

6.8 Estoppel Certificate. The board or manager, on not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular owner is in default as to his condominium under the provisions of this declaration and further stating the dates to which installments of assessments, regular or special, have been paid as to such condominium. Any such certificate may be relied on by any prospective purchaser or mortgagee of the condominium, but reliance on such certificate may not extend to any default not involving the payment of assessments of which the signer had no actual knowledge.

## 7. COLLECTION OF ASSESSMENTS: LIENS

7.1 Right to Enforce. The right to collect and enforce assessments is vested in the board acting for and on behalf of the Association. The board or its authorized representative, including any manager, can enforce the obligations of the owners to pay assessments provided for in this declaration by commencement and maintenance of a suit at law or in equity, or the board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to Section 7.2 to enforce the lien rights created. Suit to recover a money judgment for unpaid assessments together with all other amounts described in Section 6.2 shall be maintainable without foreclosing or waiving the lien rights.

7.2 Creation of Lien. If there is a delinquency in the payment of any assessment, or installment on a condominium, as described in Section 6.7, any amounts that are delinquent, together with the late charge described in that section, interest at the rate of twelve percent (12%) per annum, and all costs that

are incurred by the board or its authorized representative in the collection of the amounts, including reasonable attorney's fees, shall be a lien against such condominium upon the recordation in the office of the County Recorder in which the development is located of a notice of assessment as provided in Idaho Code Section 55-1508. The notice of assessment shall not be recorded unless and until the board or its authorized representative has delivered to the delinquent owner or owners, not less than fifteen (15) days before the recordation of the notice of assessment, a written notice of default and a demand for payment, and unless such delinquency has not been cured within said fifteen (15) day period. The lien shall expire and be void unless, within one (1) year after recordation of the notice of assessment, the board or its authorized representative records a notice of default as provided hereinafter or institutes judicial foreclosure proceedings with respect to such lien.

7.3 Notice of Default; Foreclosure. Not more than one (1) year nor less than fifteen (15) days after the recording of the notice of assessment, the board or its authorized representative can record a notice of default and can cause the condominium with respect to which a notice of default has been recorded to be sold in the same manner as a sale is conducted under a power of sale in a deed of trust, or in any other manner permitted by law, or through judicial foreclosure. However, as a condition precedent to the holding of any such sale appropriate publication shall be made. In connection with any sale, the board is authorized to appoint its attorney, any officer or director, or any title insurance company authorized to do business in Idaho as trustee for purposes of conducting the sale. If a delinquency is cured before sale, or before completing a judicial foreclosure, the board or its authorized representative shall cause to be recorded in the office of the county recorder of the county in which the development is located a certificate setting forth the satisfaction of such claim and release of such lien upon payment of actual expenses incurred, including reasonable attorney's fees by any delinquent owner. During the pendency of any foreclosure proceeding, whether judicial or by power of sale, the owner shall be required to pay to the Association reasonable rent for the condominium and the Association shall be entitled to the appointment of a receiver to collect the rent. On becoming delinquent in the payment of any assessments, or installments each delinquent owner shall be deemed to have absolutely assigned all rent, issues and profits of his condominium to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association through specific performance). The Association, acting on behalf of the owners, shall have the power to bid upon the condominium at foreclosure sale and to acquire, hold, lease, mortgage and convey the condominium.

7.4 Waiver of Exemptions. Each owner, to the extent permitted by law, waives, to the extent of any liens created pursuant to this Section 7, the benefit of any homestead or exemption laws of Idaho in effect at the time any assessment, or installment, becomes delinquent or any lien is imposed. }

## 8. INSURANCE

8.1 Liability Insurance. The Association shall obtain and maintain comprehensive public liability insurance insuring the Association, any manager, the declarants and the owners and occupants of condominiums, and their respective family members, guests, invitees, and the agents and employees of each, against any liability incident to the ownership or use of the common area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than \$1,000,000 covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage, liability, liability for non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location, and use.

8.2 Fire and Extended Coverage Insurance. The Association also shall obtain and maintain a master or blanket policy of fire insurance for the full insurable value of all of the improvements with the development. The form, content, and term of the policy and its endorsements and the issuing company must be satisfactory to all institutional first mortgagees. If more than one institutional first mortgagee has a loan of record against a condominium in the development, the policy and endorsements shall meet the maximum standards of the various institutional first mortgagees represented in the development. The policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild. The policy shall provide amounts of coverage as shall be determined by the board. The policy shall name as insured the Association, the owners and declarant, as long as declarant is the owner of any condominium, and all mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described hereinafter.

8.3 Individual Fire Insurance Limited. Except as provided in this Section, no owner shall separately insure his unit against loss by fire or other casualty covered by any insurance carrier under Section 8.2. If any owner violates this

provision, any diminution in insurance proceeds otherwise payable under policies described in Section 8.2 that results from the existence of such other insurance will be chargeable to the owner who acquired other insurance, and such owner will be liable to the Association to the extent of any such diminution. An owner can insure his personal property against loss. In addition, any improvements made by an owner within his unit may be separately insured by the owner, but the insurance is to be limited to the type and nature of coverage commonly known as "tenant's improvements." All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other owners, the Association, declarant and institutional first mortgagee of such condominium.

8.4 Trustee. All insurance proceeds payable under Section 8.2 and 8.3, subject to the rights of mortgagees under Section 8.8, may be paid to a trustee, to be held and expended for the benefit of the owners, mortgagees and others, as their respective interests shall appear. Said trustee shall be a commercial bank in the county in which the development is located that agrees in writing to accept such trust. If repair or reconstruction is authorized, the board shall have the duty to contract for such work as provided for in this declaration.

8.5 Other Insurance. The board may and, if required by any institutional first mortgagee, shall purchase and maintain demolition insurance in adequate amounts to cover demolition in case of total or partial destruction and a decision not to rebuild. The board also shall purchase and maintain worker's compensation insurance, to the extent that it is required by law, for all employees or uninsured contractors of the Association. The board also shall purchase and maintain fidelity bonds or insurance (which shall be in an amount not less than 150% of each year's estimated annual operating expenses and reserves and shall contain an endorsement of coverage of any person who may serve without compensation) sufficient to meet the requirements of any institutional first mortgagee. The board shall purchase and maintain such insurance on personal property owned by the Association, and any other insurance, that it deems necessary or that is required by any institutional first mortgagee.

8.6 Owner's Insurance. An owner may carry whatever personal liability and property damage liability insurance with respect to his condominium that he desires. However, any such policy shall include a waiver of subrogation clause acceptable to the board and to any institutional first mortgagee.

8.7 Adjustment of Losses. The board is appointed attorney-in-fact by each owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Section 8.1, 8.2 and 8.5. The board is granted full right and authority to compromise and settle any claim or enforce any claim

by legal action or otherwise and to execute releases in favor of any insurer.

8.8 Distribution to Mortgagees. Any mortgagee has the option to apply insurance proceeds payable on account of a condominium in reduction of the obligation secured by the mortgage of such mortgagee.

## 9. DESTRUCTION OF IMPROVEMENTS

9.1 Destruction; Proceeds Exceed 85% of Reconstruction Costs. If there is a total or partial destruction of the improvements in the development, and if the available proceeds of the insurance carried pursuant to Section 8 are sufficient to cover not less than eighty-five percent (85%) of the costs of repair and reconstruction, the improvements shall be promptly rebuilt unless, within ninety (90) days from the date of destruction, members then holding at least seventy-five percent (75%) of the total voting power of each class of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall not take place. If repair and reconstruction is to take place, the board shall be required to execute, acknowledge and record in the office of the County in which the development is located not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

9.2 Destruction; Proceeds Less than 85% of Reconstruction Costs. If the proceeds of insurance are less than eighty-five percent (85%) of the costs of repair and reconstruction, repair and reconstruction may nevertheless take place if, within ninety (90) days from the date of destruction, members then holding at least fifty-one percent (51%) of the total voting power of each class of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall take place. If repair and reconstruction is to take place, the board shall execute, acknowledge and record in the office of the county recorder of the County in which the development is located not later than one hundred twenty (120) days from the date of such destruction a certificate declaring the intention of the members to rebuild.

9.3 Rebuilding Procedures. If the members determine to rebuild, pursuant to Sections 9.1 or 9.2, each owner shall be obligated to contribute his proportionate share of the cost of reconstruction or restoration over and above the available insurance proceeds. The proportionate share of each owner shall be equal to a fraction the numerator of which is one (1) and the denominator of which is the number of condominiums in the development. If any owner fails or refuses to pay his proportionate share, the board may levy a special assessment against the



condominium of such owner which may be enforced under the lien provisions contained in Section 7 or in any other manner provided in this declaration. If any owner disputes the amount of his proportionate liability under this Section, such owner may contest the amount of his liability by submitting to the board within ten (10) days after notice to the owner of his share of the liability written objections supported by cost estimates or other information that the owner deems to be material and may request a hearing before the board at which he may be represented by counsel. Following such hearing, the board shall give written notice of its decision to all owners, including any recommendation that adjustments be made with respect to the liability of any owners. If such adjustments are recommended, the notice shall schedule a special meeting of members for the purpose of acting upon the board's recommendation, including making further adjustments, if deemed by the members to be necessary or appropriate. All adjustments shall be affirmed or modified by a majority of the total voting power of each class of members. If no adjustments are recommended by the board, the decision of the board shall be final and binding on all owners, including any owner filing objections.

9.4 Rebuilding Contract. If the members determine to rebuild, the board or its authorized representative shall obtain bids from at least two reputable contractors and shall award the repair and reconstruction work to the lowest bidder. The board shall have the authority to enter into a written contract with the contractor for such repair and reconstruction, and the insurance proceeds held by the trustee shall be disbursed to the contractor according to the terms of the contract. It shall be the obligation of the board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

9.5 Rebuilding Not Authorized. If the members determine not to rebuild, then, subject to the rights of mortgagees under Section 8.8, any insurance proceeds then available for such rebuilding shall be distributed to the owner of each condominium in proportion to his respective percentage undivided interest in the common area. The board shall have the duty, within one hundred twenty (120) days from the date of such destruction, to execute, acknowledge and record in the office of the County Recorder of said County, a certificate declaring the intention of the members not to rebuild.

9.6 Minor Repair and Reconstruction. The board shall have the duty to repair and reconstruct improvements, without the consent of members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Twenty Thousand Dollars (\$20,000.00). The board is expressly empowered to levy a special assessment for the cost of repairing

and reconstructing improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described in Section 9.3 (but without the consent or approval of members, despite any contrary provisions in this declaration).

9.7 Revival of Right to Partition. On recordation of a certificate described in Section 9.5, the right of any owner to partition through legal action as described in Section 11 shall revive immediately.

## 10. CONDEMNATION

10.1 Sale by Unanimous Consent. If an action for condemnation of all or a portion of the development is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the owners and after written notice to all mortgagees, the development, or a portion of it may be sold by the board acting as irrevocable attorney-in-fact of all of the owners for a price deemed fair and equitable by the board but in no event less than the aggregate unpaid balance of all mortgages encumbering condominiums in the development.

10.2 Distribution of Proceeds of Sale. On a sale occurring under Section 10.1, the proceeds shall be distributed to the owner and the mortgagees of each condominium as their respective interests may appear in proportion to each owner's respective percentage undivided interest in the common area.

10.3 Distribution of Condemnation Award. If the development, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the owners and their respective mortgagees.

10.4 Revival of Right to Partition. On sale or on taking that renders more than fifty percent (50%) of the units in the development uninhabitable, the right of any owner to partition through legal action shall revive immediately.

## 11. PARTITION

11.1 Suspension. The right of partition is suspended pursuant to Idaho law as to the development. Partition of the development can be had on a showing that the conditions for such partition as stated in this Section 9.7 or in Section 10.4 have been met. Nothing in this declaration shall prevent partition or division of interest between joint or common owners of any condominium.

11.2 Distribution of Proceeds. Proceeds or property resulting from a partition shall be distributed to and among the respective owners and their mortgagees as their interests appear in proportion to each owner's respective percentage undivided interest in the common area.

11.3 Power of Attorney. Each of the owners hereby grants the Association an irrevocable power of attorney to sell the development for the benefit of the owners when partition can be had. Exercise of said power is subject to the approval of members and their institutional first mortgagees.

12. NON-SEVERABILITY OF COMPONENT INTERESTS IN  
A CONDOMINIUM

12.1 Prohibition Against Severance. An owner shall not be entitled to sever his unit in any condominium from his membership in the Association, and shall not be entitled to sever his unit and his membership from his undivided interest in the common area for any purpose. None of the component interests in a condominium can be severally sold, conveyed, encumbered, hypothecated or otherwise dealt with, and any violation or attempted violation of this provision shall be appurtenant to his unit over the common area from his condominium, and any attempt to do so shall be void. The suspension of such right of severability will not extend beyond the period set forth in Section 11 respecting the suspension of partition. It is intended hereby to restrict severability.

12.2 Conveyance. After the initial sales of the condominiums, any conveyance of a condominium by an owner shall be presumed to convey the entire condominium. However, nothing contained in this section shall preclude the owner of any condominium from creating a cotenancy or joint tenancy in the ownership of the condominium with any other person or persons.

13. TERM OF DECLARATION

This declaration shall run with the land and shall continue in full force and effect for a period of fifty (50) years from the date on which this declaration is executed. After that time, this declaration and all covenants, conditions, restrictions and other provisions shall be automatically extended for successive ten (10) year periods unless this declaration is revoked by an instrument executed by owners and their respective institutional first mortgagees of not less than three-fourths (3/4) of the condominiums in the development and recorded in the office of the county recorder of the county in which the development is located.

14. PROTECTION OF MORTGAGEES

14.1 Mortgage Permitted. Any owner may encumber his condominium with a mortgage.

14.2 Subordination. Any lien created or claimed under the provisions of this declaration is expressly made subject and subordinate to the rights of any mortgage that encumbers all or a

portion of the development, or any condominium, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such mortgage unless the mortgagee expressly subordinates his interest, in writing, to such lien.

14.3 Amendment. The prior written consent of seventy-five percent (75%) of the holders of all first mortgagees (based upon one vote for each mortgage held) shall be required to any material amendment to this declaration, to the articles or to the bylaws. As used in this Section 14.3, the term "any material amendment" is defined to mean amendments to provisions of this declaration, to the articles or to the bylaws governing the following subjects:

14.3.1 The purpose for which the development may be used;

14.3.2 Voting;

14.3.3 Assessments, collection of assessments, creating and subordination of assessment liens;

14.3.4 Reserves for repair and replacement of common area improvements;

14.3.5 Maintenance of common area and improvements thereon;

14.3.6 Casualty and liability insurance;

14.3.7 Rebuilding or reconstruction of common area and improvements thereon, in the event of damage or destruction;

14.3.8 Rights of use to and in the common area;

14.3.9 Annexation of additional property; and

14.3.10 Any provision, which by its terms, is specifically for the benefit of first mortgagees, or specifically confers rights on first mortgagees.

#### 14.4 Restrictions on Certain Changes.

Unless seventy-five percent (75%) of first mortgagees of condominiums have given their prior written approval, neither the Association nor the owners shall be entitled:

14.4.1 by act or omission to seek to abandon or terminate the condominium project, except for abandonment provided by statute in case of substantial loss to the units and common area;

14.4.2 to change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner, or to change the pro rata interest or obligations of any condominium for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share of ownership of each owner in the common area;

14.4.3 to partition or subdivide any unit;

14.4.4 by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the common area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common area by the Association or the owners shall not be deemed to be a transfer within the meaning of this clause.

14.4.5 to use hazard insurance proceeds for losses to units or common area improvements in the development or to any other Association property, for other than the repair, replacement or reconstruction of such improvements or property except as provided by statute in case of substantial loss to the units or common area of the development.

14.4.6 by act or omission to change, waive, or abandon the provisions of this declaration, or the enforcement thereof, pertaining to architectural design or control of the exterior appearance of structures in the development, the maintenance of the common area, walks or fences and driveways, or the upkeep of lawns and plantings in the development.

14.5 Right to Examine Books and Records. Institutional first mortgagees can examine the books and records of the Association or the condominium project and can require the submission of financial data concerning the Association or the condominium project, including annual audit reports and operating statements as furnished to the owners.

14.6 Distribution of Insurance and Condemnation Proceeds. No owner, or any other party, shall have priority over any right of institutional first mortgagees of condominiums pursuant to their mortgages in case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units or common area. Any provision to the contrary in this declaration or in the bylaws or other documents relating to the development is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected institutional first mortgagees naming the mortgagees, as their interests may appear.

14.7 Amenities. All amenities (such as parking, recreation and service areas) and common area shall be available for use by owners and all such amenities with respect to which regular or special assessments for maintenance or other uses may be levied shall constitute common area. All such amenities shall be owned in fee by the owners in undivided interests or by the Association free of encumbrances except for any easements granted for public utilities or for other public purposes consistent with the intended use of such property by the owners or by the Association.

14.8 Notices to Mortgagees of Record. Upon any loss to any unit covered by a mortgage, if such loss exceeds One Thousand Dollars (\$1,000.00) or on any loss to the common area, if such loss exceeds Ten Thousand Dollars (\$10,000.00), or on any taking of the common area, notice in writing of such loss or taking shall be given to each mortgagee of record. If any owner of a unit is in default under any provision of these covenants, conditions and restrictions, or under any provision of the bylaws or the Association rules, which default is not cured within thirty (30) days after written notice to such owner, the Association shall give to the mortgagee of record of such owner written notice of such default and of the fact that said thirty (30) day period has expired.

14.9 Voting Rights on Default. In case of default by any owner in any payment due under the terms of any institutional first mortgage encumbering such owner's condominium, or the promissory note secured by the mortgage, the mortgagee or his representative, on giving written notice to such defaulting owner or owners, and placing of record a notice of default, is hereby granted a proxy and can exercise the voting rights of such defaulting owner attributable to such condominium at any regular or special meeting of the members held during such time as such default may continue.

14.10 Payments by Mortgagees. Mortgagees of condominiums may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the common area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for common area improvements or other insured property of the Association and, upon immediate reimbursement therefor from the Association. The provision shall constitute an agreement by the Association for the express benefit of all mortgagees and upon request of any mortgagee the Association shall execute and deliver to such mortgagee a separate written agreement embodying the provisions of this Section 14.10.

14.11 Effect of Breach. No breach of any provision of these covenants, conditions and restrictions shall invalidate the lien of any mortgage in good faith and for value, but all of

covenants, conditions and restrictions shall be binding on any owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

14.12 Foreclosure. If any condominium is encumbered by a mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this declaration for assessments, or installments of assessments, shall not operate to affect or impair the lien of the mortgage. On foreclosure of the mortgage, the lien for assessments, or installments, that has accrued up to the time of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser taking title to the condominium free of the lien for assessments, or installments, that has accrued up to the time of the foreclosure sale. On taking title to the condominium the foreclosure-purchaser shall only be obligated to pay assessments or other charges levied or assessed by the Association after the foreclosure-purchaser acquired title to the condominium. The subsequently levied assessments or other charges may include previously unpaid assessments provided all owners, including the foreclosure-purchaser, and his successors and assigns are required to pay their proportionate share as provided in this section.

14.13 Non-Curable Breach. Any mortgagee who acquires title to a condominium by foreclosure or by deed in lieu of foreclosure or assignment-in-lieu of foreclosure shall not be obligated to cure any breach of this declaration that is non-curable or of a type that is not practical or feasible to cure.

14.14 Loan to Facilitate. Any mortgage given to secure a loan to facilitate the resale of a condominium after acquisition by foreclosure or by a deed-in-lieu of foreclosure or by an assignment-in-lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Section 14.

14.15 Appearance at Meetings. Because of its financial interest in the development, any mortgagee may appear (but cannot vote except under the circumstances set forth in Section 14.9) at meetings of the members and the board to draw attention to violations of this declaration that have not been corrected or made the subject of remedial proceedings or assessments.

14.16 Right to Furnish Information. Any mortgagee can furnish information to the board concerning the status of any mortgage.

14.17 Inapplicability of Right of First Refusal to Mortgagee. No right of first refusal or similar restriction on the right of an owner to sell, transfer or otherwise convey the

owner's condominium shall be granted to the Association without the written consent of any mortgagee of the condominium. Any right of first refusal or option to purchase a unit that may be granted to the Association (or other person, firm or entity) shall not apply to any conveyance or transfer of title to such condominium, whether voluntary or involuntary, to a mortgagee which acquires title to or ownership of the unit pursuant to the remedies provided in its mortgage or by reason of foreclosure of the mortgage or deed or assignment in lieu of foreclosure.

14.18 Contracts with Declarant. Any agreement between the Association and declarant pursuant to which the declarant agrees to provide services shall provide for termination by either party without cause or payment of a termination fee on thirty (30) days written notice and shall have a maximum contract term of one (1) year; provided that the board can renew any such contract on a year-to-year basis.

## 15. AMENDMENT

15.1 Amendment Before the Close of First Sale. Before the close of the first sale of a condominium in the development to a purchaser other than declarants, this declaration and any amendments to it may be amended in any respect or revoked by the execution by declarant and any mortgagee of record of an instrument amending or revoking the declaration. The amending or revoking instrument shall make appropriate reference to this declaration and its amendments and shall be acknowledged and recorded in the office of the county recorder of the county in which the development is located.

15.2 Amendment After Close of First Sale. After the close of the first sale of a condominium in the development to a purchaser other than declarant, this declaration may be amended or revoked in any respect by the vote or written consent of the holders of not less than seventy-five percent (75%) of the voting rights of each class of members. However, if any provision of this declaration requires a greater or lesser percentage of the voting rights of any class of members in order to take affirmative or negative action under such provision, the same percentage of such class or classes of members shall be required to amend or revoke such provision. Also, if the consent or approval of any governmental authority, mortgagee or other person, firm, agency or entity is required under this declaration with respect to any amendment or revocation of any provision of this declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained. Any amendment or revocation subsequent to the close of such first sale shall be evidenced by an instrument certified by the Secretary or other duly authorized officer of the Association and shall make appropriate reference to this declaration and its amendments and shall be acknowledged and recorded in the office of the county recorder of the county in which the development is located.



15.3 Conflict with Section 14 or Other Provisions of this Declaration. To the extent any provisions of this Section 15 conflict with the provisions of Section 14 or any other provision of this declaration, except those contained in Section 15.4, the provisions of Section 14 or the other provisions shall control.

15.4 Reliance on Amendments. Any amendments made in accordance with the terms of this declaration shall be presumed valid by anyone relying on them in good faith.

15.5 Amendments to Conform with Mortgagee Requirements. It is the intent of declarant that this declaration and the articles and bylaws of the association, and the development in general, shall now and in the future meet all requirements necessary to purchase, guarantee, insure or subsidize any mortgage of a condominium in the development by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration and the Veterans' Administration. In furtherance of that intent, declarants expressly reserve the right and shall be entitled by unilateral amendment of the declaration so long as declarant owns more than twenty-five percent (25%) of the condominiums in the development to amend this declaration in order to incorporate any provisions or to enter into any agreement on behalf of and in the name of the Association that are, in the opinion of any of the cited entities or governmental agencies, required to conform the declaration, the articles, the bylaws or the development to the requirements of any of the entities or governmental agencies, including without limitation, the execution on behalf of and in the name of the Association of a regulatory agreement between the Association and the Federal Housing Commissioner and any other agreement sufficient to satisfy the requirements for mortgage purchase, guarantee or insurance by any of said entities or agencies. Declarant is hereby granted an irrevocable power of attorney to execute any such amendment or agreement by and in the name of the Association. Each owner of a condominium and each mortgagee of a condominium by acceptance of a deed or encumbrance of a condominium consents to the incorporation in this declaration of any such provisions and to the execution of any amendment or regulatory agreement and agrees to be bound by any such provisions as if they were incorporated in this declaration. The board and each owner shall take any action or shall adopt any resolutions required by declarant or any mortgagee to conform this declaration or the development to the requirements of any of said entities or agencies.

## 16. ANNEXATION OF ADDITIONAL PROPERTY

16.1 Procedure for Annexation. The real property described in Exhibit "C" or any portion thereof may be annexed to this declaration at the written election of the declarant (or by the successors in title to such real property) made at any time

and from time to time within three (3) years following recordation of the final subdivision map for the first phase of the development. Such election shall be made by the recording of a supplement to this declaration (the "Supplement"). The Supplement shall describe the real property to be annexed, shall state that it is being effected pursuant to the terms of this declaration for the purpose of annexing the property described in the supplement to the declaration. Any Supplement recorded in accordance with the terms hereof shall be conclusive in favor of all persons who relied on it in good faith. Upon filing the Supplement in accordance with the provisions of this declaration, the real property described in the Supplement shall be subject to the provisions of this declaration, and to the rights and powers of the Association pursuant to the terms of this declaration, the articles and the bylaws, and thereafter all of the owners of condominiums constituting a portion of said annexed real property shall automatically be members of the Association. Regular and special assessments with respect to said annexed real property shall commence at the time and to the extent described in Sections 6.5 and 6.6 hereof. Declarant in such Supplement shall expressly reserve for the benefit of all property which may from time to time be covered by this declaration, reciprocal easements of use, enjoyment, access, ingress, and egress. Such easements may be used by declarant, its successors, purchasers and all owners of condominiums, their guests, tenants and invitees for sidewalks, walkways, vehicular access and such other purposes reasonably necessary to the use and enjoyment of all condominiums in the development. The Supplement may contain such complementary additions, amendments and modifications to this declaration as may be necessary to reflect the different character, if any, of the real property being annexed as are not inconsistent with the general scheme of this declaration or which are required by any institutional first mortgagee to make condominiums in the development eligible for mortgage purchase, guarantee or insurance as described in Section 15.6.

## 17. GENERAL PROVISIONS

17.1 Headings. The headings used in this declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this declaration.

17.2 Severability. The provisions of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provisions or portions of it shall not invalidate any other provisions.

17.3 Cumulative Remedies. Each remedy provided for in this declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this declaration shall not, under any circumstances, be construed as a waiver thereof.

17.4 Violations as Nuisance. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated or enjoined by any owner, any member of the board, the manager, or the Association.

17.5 No Racial Restriction. No owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of his lot on the basis of race, sex, color or creed.

17.6 Access to Books. Any owner may, at any reasonable time and upon reasonable notice to the board or manager at his own expense, cause an audit or inspection to be made of the books and financial records of the Association.

17.7 Liberal Construction. The provisions of this declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

17.8 Notification of Sale of Condominium. Concurrently with the consummation of the sale of any condominium under circumstances whereby the transferee becomes an owner thereof, or within five (5) business days thereafter, the transferee shall notify the board in writing of such sale. Such notification shall set forth the name of the transferee and his mortgagee and transferor, the common address of the condominium purchased by the transferee, the transferee's and the mortgagee's mailing address, and the date of sale. Prior to the receipt of such notification, any and all communications required or permitted to be given by the Association, the board or the manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notification to the board. Notices shall be deemed received forty-eight (48) hours after mailing if mailed to the transferee, or to his transferor if the board has received no notice of transfer as above provided, by certified mail, return receipt requested, at the mailing address above specified. Notices shall also be deemed received twenty-four (24) hours after being sent by telegram or upon personal delivery to any occupant of a condominium over the age of twelve (12) years.

17.9 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

17.10 Exhibits. All exhibits referred to are attached to this declaration and incorporated by reference.

17.11 Easements Reserved and Granted. Any easements referred to in this declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this declaration in a deed to any condominium.

17.12 Binding Effect. This declaration shall inure to the benefit of and be binding on the successors and assigns of the declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the owners.

17.13 Unsegregated Real Estate Taxes. Until such time as real property taxes have been segregated by the county assessor of the county in which the development is located, they shall be paid by the respective owners of condominiums. The proportionate share of the taxes for a particular condominium shall be determined by dividing the initial sales price or offered initial sales price of the condominium by the total initial sales prices and offered initial sales prices of all condominiums within the development (the term "offered initial sales price" means the price at which an unsold condominium is then being offered for sale by declarant). If, and to the extent, that taxes are not paid by any owner of a condominium and are allowed to become delinquent, they shall be collected from the delinquent owner by the Association.

Declarants have executed this instrument as of the 15 day of December, 1980.

WARD AND BADENDUCK BUILDERS,  
a general partnership

By /s/  
David K. Ward  
General Partner

STATE OF IDAHO )  
                          ) ss.  
COUNTY OF BLAINE )

On this 15 day of December, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID K. WARD known to me to be one of the partners in the partnership of WARD AND BADENDUCK BUILDERS and the partner or one of the partners who subscribed said partnership name to the foregoing instrument and he acknowledged to me that he executed the same in said partnership name.

WITNESS my hand and official seal.

/s/  
Notary Public for Idaho  
Residing at Hailey

/s/  
\_\_\_\_\_  
Harold E. Neibling

/s/  
\_\_\_\_\_  
Monty Navarre

/s/  
\_\_\_\_\_  
Joyce Navarre

/s/  
\_\_\_\_\_  
Melanie Neibling

STATE OF IDAHO        )  
                          ) ss.  
County of Blaine     )

On this 16 day of January, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Harold E. Neibling and Melanie Neibling, husband and wife, and Monte Navarre and Joyce Navarre, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they have executed the same.

/s/  
\_\_\_\_\_  
Notary Public

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

Lots 24 and 25, Block 3, Warm Springs Village Subdivision  
4th Addition, Blaine County, Idaho, according to the official  
plat thereof recorded in the records of Blaine County, Idaho.

EXHIBIT "B"

COMMON AREA OWNERSHIP INTEREST

Unit 1	25%
Unit 2	25%
Unit 3	25%
Unit 4	25%