



**CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING**

Monday, September 21, 2020, 4:00 PM

480 East Avenue, North, Ketchum, Idaho

## Agenda

Due to safety and COVID-19 physical distancing requirements, there will be limited public attendance at Ketchum City Council meetings. Members of the public may observe the meeting live on the City's website at <https://www.ketchumidaho.org/meetings> or observe the meeting live outside of the building.

If you would like to comment on a PUBLIC HEARING item, please submit your comment to [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) by noon the day of the meeting. Comments will be provided to the City Council.

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

If you would like to provide comment on a PUBLIC HEARING item on the agenda in person, you may speak to the Council when called upon but must leave the room after speaking and observe the meeting outside City Hall.

Dial-in: +1 253 215 8782  
Meeting ID: 940 5356 6533

- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
  1. Approval of Minutes: Regular Meeting September 8, 2020
  2. Authorization and approval of the payroll register
  3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$295,799.27 as presented by the Treasurer.
  4. Monthly Financial State of the City - Grant Gager, Director of Finance & Internal Services
  5. Resolution 20-022 to appoint Grant Gager to the Mountain Rides Transportation Authority Board of Directors - Mayor Neil Bradshaw
  6. Recommendation to approve Agreement #20502 for 511 River Street - Suzanne Frick, Director of Planning & Building

- 7. Recommendation to approve Encroachment Agreement #20507 for 820 Walnut - Suzanne Frick, Director of Planning and Building
- 8. Recommendation to approve Encroachment Agreement #20518 for 311 First Street located at Sun valley Road and First Avenue - Suzanne Frick, Director of Planning and Building
- 9. Approval of Purchase Order #20519 with Sherwin-Williams for a Paint Striper - Brian Christiansen, Street Superintendent
- 10. Recommendation to approve contract 20520 and purchase order 20523 for Computer-Aided Dispatch and authorize the Mayor to sign both - Bill McLaughlin, Fire Chief
- 11. Approval of Contract #20521 with Wood River Fire and Rescue for Auto-aid - Bill McLaughlin, Fire Chief
- 12. Approval of Contract #20522 with Workman & Company for Audit Services - Grant Gager, Director of Finance & Internal Services
- NEW BUSINESS (no public comment required)
- 13. Discussion of Law Enforcement Services with Blaine County Sheriff's Office - Mayor Neil Bradshaw
- 14. ACTION ITEM: Recommendation to provide direction on funding and potential approval of Encroachment Agreement #20494 with Idaho Power at 760 Washington Avenue - Suzanne Frick, Director of Planning and Building
- 15. ACTION ITEM: Recommendation to approve Agreement #20505 with CSHQA for Architectural Services and Agreement 20506 with Core Construction for Construction Management Services at the 191 Fifth Street Building - Lisa Enourato, Public Affairs and Administrative Services Manager
- 16. Request to provide policy direction on the location of community housing units required for new development - Suzanne Frick, Director of Planning and Building
- PUBLIC HEARING
- 17. ACTION ITEM: Recommendation to approve a condominium subdivision preliminary plat for 660 First Avenue - Suzanne Frick, Director of Planning and Building
- 18. ACTION ITEM: Consideration and Adoption of a revised Fee Schedule (Resolution 20-023) - Grant Gager, Director of Finance & Internal Services
- EXECUTIVE SESSION
- 19. Executive Session to Review Litigation Matters Pursuant to Idaho Code 74-206(1)(f)
- ADJOURNMENT

If you need special accommodations, please contact the City of Ketchum in advance of the meeting.

This agenda is subject to revisions and additions. Revised portions of the agenda are underlined in bold.

Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N. in Ketchum or by calling 726-3841.

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Thank you for your participation.

We look forward to hearing from you



**CITY OF KETCHUM, IDAHO CITY COUNCIL MEETING**

**Tuesday, September 08, 2020, 4:00 PM**

**480 East Avenue, North, Ketchum, Idaho**

**Minutes**

**Due to safety and COVID-19 physical distancing requirements, there will be limited public attendance at Ketchum City Council meetings. Members of the public may observe the meeting live on the City's website at <https://www.ketchumidaho.org/meetings> or observe the meeting live outside of the building.**

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Dial-in: +1 346 248 7799

Meeting ID: 918 1566 2849

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

Mayor Neil Bradshaw called the meeting to order at 4:00 p.m.

- **ROLL CALL**

**PRESENT**

Mayor Neil Bradshaw

Council President Amanda Breen

Councilor Michael David

Councilor Courtney Hamilton

Councilor Jim Slanetz

**ALSO PRESENT**

City Administrator Jade Riley

Director of Finance & Internal Services Grant Gager

City Attorney Matt Johnson

Director of Planning & Building Suzanne Frick

Public Affairs & Administrative Services Manager Lisa Enourato

- COMMUNICATIONS FROM MAYOR AND COUNCILORS

Council President Amanda Breen welcomed new City Administrator Jade Riley.

Councilor Courtney Hamilton advised the Energy Advisory Committee got a tour of the Ohio Gulch Transfer Station. She talked about the recycling process and encouraged the council to go on a tour.

Mayor Bradshaw welcomed new City Administrator Jade Riley and new Ketchum Police Chief Jamie Shaw to the team. Mayor Neil Bradshaw thanked everybody for their comments on 4th Street. He was pleased with the public participation. He also thanked the Argyros for organizing the "Strange Hotels" event. It was nice to see people there and distancing. He talked about the Wagon Days picnic and advised that there were 400 to 500 people attended in attendance.

1. Proclamation for National Suicide Prevention Month  
Mayor Neil Bradshaw read the Suicide Prevention Proclamation.
2. Proclamation to take 10 Minutes to take the 2020 Census  
Mayor Neil Bradshaw read the 2020 Census Proclamation.

- 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

Council President Amanda Breen pulled item 14.

Councilor Courtney Hamilton pulled items 6, 11 and 17

3. Approval of Minutes: Regular Meeting August 17, 2020
4. Authorization and approval of the payroll register
5. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of a \$1,239,093.95 as presented by the Treasurer
6. Approval of Change Order #1 to Contract 20454 - Director of Finance & Internal Services Grant Gager

Councilor Courtney Hamilton questioned the process. Director of Finance & Internal Controls Grant Gager talked about the guaranteed price on the document and advised the council of the process. He let them know that more change orders may be coming before them. Nothing on the exterior building is intended to be changed. The interior changes will be minor. Mayor Neil Bradshaw advised that \$11.5M is set in stone and we are only dealing with contingencies.

7. Approval of PO 20508 for purchase of Fire Regulators - Director of Finance & Internal Services Grant Gager
8. Recommendation to approve Resolution 20-020 authorizing destruction of semi-permanent records - City Clerk Robin Crotty
9. Approval of Purchase Order 20511 with Columbia Electric for Variable Frequency Drives for Influent Pumping Station - Waste Water Superintendent Mick Mummert
10. Recommendation to adopt Resolution 20-021 appointing Brenda Moczygemba to the Planning and Zoning Commission - Mayor Neil Bradshaw

11. Recommendation to approve Exceedance Agreement 20509 for Second Street and Second Avenue - Director of Planning & Building Suzanne Frick

Councilor Courtney Hamilton expressed her frustration with collecting in lieu fees rather than building affordable building. She questioned if the Council did not approve, what would the applicant do?

Director of Planning & Building Suzanne Frick advised that if council did not agree, staff would go back to applicant to find out if they could increase the size. Courtney Hamilton voiced concern of the process.

12. Recommendation to approve Encroachment Agreement 20498 with Century Link at 260 Second Street - Director of Planning & Building Suzanne Frick
13. Recommendation to approve Encroachment Agreement 20483 with Century Link for 571 Washington Avenue
14. Recommendation to approve Findings of Fact for the City Council's decision on the appeal of the Planning and Zoning Commission decision on Zoning Administrator's Decision on 201 Garnet Street - Director of Planning & Building Suzanne Frick

Council President Amanda Breen requested that this item be voted on individually since Councilor Michael David had to leave the meeting prior to the vote.

**Motion to Approve Item #14.**

***Motion made by Councilor Hamilton, Seconded by Councilor Jim Slanetz***

***Voting Yea: Councilor David, Councilor Hamilton, Councilor Slanetz***

***Voting Nay: Council President Breen***

15. Recommendation to approve final plat map and lot line shift with a waiver for 425 Bigwood Drive - Director of Planning & Building Suzanne Frick
16. Recommendation to approve PO 20512 with Roberts Electric for Wiring Services - Waste Water Superintendent Mick Mummert
17. Recommendation to approve Contract 20513 with Blaine County for Mutual Aid Assistance - Fire Chief Bill McLaughlin

City Administrator Jade Riley advised he will talk to Fire Chief Bill McLaughlin, however, what he understands is that this was an outdated agreement. Councilor Courtney Hamilton questioned if the other jurisdictions agree. Mayor Neil Bradshaw advised that all cities agree and City Attorney Matt Johnson has reviewed the agreement.

18. Recommendation to approve Agreement 20514 between the City of Ketchum and Blaine County School District for use of facilities and fields for Ketchum recreation programs---Director of Recreation John Kearney

**Motion to approve consent accept 6, 11 and 17**

***Motion made by Councilor Hamilton, Seconded by Council President Breen.  
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

● NEW BUSINESS (no public comment required)

19. ACTION ITEM: Consideration and approval of park reservations and special events - Public Affairs and Administrative Services Manager Lisa Enourato

Mayor Neil Bradshaw advised that this used to be an administrative process, however, due to COVID we changed to council approval. Mayor is requesting that this go back to administrative approval with exception to large or controversial events. Councilors all agreed.

Councilor Amanda Breen talked about the Memorial Event before their approval. She has concerns about it becoming a street party and what happens if 500 people show up? She voiced concern over the open invitation and questioned if we are comfortable with this? Councilor Courtney Hamilton agrees and understands Todd Rippo's importance in the community. The 150 people number is a concern. Public Affairs and Administrative Services Manager Lisa Enourato advised that a street party allows up to 300 people. Councilor Amanda Breen questioned if Police will be present to monitor the numbers. Lisa Enourato advised that she could make those arrangements. Councilor Michael David shares the same concerns. He does not think there is any way to limit the people outside of Idaho. He agrees somebody should be there to monitor but questioned how we enforce. Councilor Jim Slanetz also agrees. Council deliberated the possibility of closing more streets for space and safety.

Mayor Neil Bradshaw talked about the types of events that will be coming forward in the future. Education, outreach, and personal responsibility are important. Public Affairs and Administrative Services Manager Lisa Enourato advised that she will convey the concerns to the event organizers. Mayor Bradshaw advised that this will set an example for future events.

**Motion to approve park reservations and special event application for the Spika wedding welcome party, Wood River Jewish Community Sunday School, Todd Rippo Memorial and the Muller/Will wedding ceremony**

***Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.  
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

20. ACTION ITEM: Recommendation to approve covenants related to conditional use permits for live work uses in the LI Zoning District - Director of Planning & Building Suzanne Frick

Mayor Neil Bradshaw advised that this item is procedural. Councilor Courtney Hamilton found this packet frustrating. The conditions are not consistent. She outlined her frustration and asked if we could clean this up and make it more consistent. Director of Planning & Building Suzanne Frick advised that she agrees with the inconsistencies and advised that the Planning & Zoning commission has approved these under 2 different sets of regulations that were in effect. Going forward agreements will be all consistent and boiler plate language. This is an anomaly with the way the permits were approved. It would be very difficult to go backwards on this application. Courtney Hamilton questioned the delay in this coming before council. Suzanne Frick advised it was a matter of timing and workload and getting it on the council agenda.

**Motion to approve the use of the Findings of Fact, Conclusions of Law, and Decisions associated with Work/Live Conditional User Permits P19-094, P19-096, P19-120, P19-134, P19-135, P20-001, P20-011 and P20-033 as restrictive covenants required by Ketchum Municipal Code Title 17, Zoning, to be recorded for Work/Live uses.**

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

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

21. ACTION ITEM: Recommendation to provide direction on funding and potential approval of Encroachment Agreement 20494 with Idaho Power at 760 Washington Avenue--Planning and Building Director Suzanne Frick

Mayor Neil Bradshaw advised that the scope of work has changed from when originally presented. He questioned if council is ok with the work in the alley and providing funding and advised that a few emails have come in. Council President Amanda Breen advised the changes from the applicant are not significant. Councilor Jim Slanetz questioned why they are moving to the ROW and not staying on private property? Director of Planning & Building Suzanne Frick explained that this is an Idaho Power project and explained that Idaho Power would like the poles placed on public property. It is a distribution line and that is what the 45' poles do. This is not a priority; it is a preference. Amanda Breen questioned if the poles are moved 12' how would it affect plowing? Suzanne Frick explained that the guy wires, we believe, are going into the alley. The alley is currently an unimproved dirty alley. As the alley develops Idaho Power will be required to serve that area off the alley. The placement of the poles could have an impact on how we use the alley in the future. We currently do not have design details. Jim Slanetz questioned if they could run the lines underground on 7th street? He questioned if there a way to require Idaho Power to start at that end? Suzanne Frick advised they could go back and talk to Idaho Power about this. Jim Slanetz advised this could be a better public project for everybody. Amanda Breen wonders if that suggestion has already been discussed? She wants to help make it happen but would like to look at Jim Slanetz's suggestion and the public benefit. Councilor Courtney Hamilton agrees with Amanda Breen and understands it is hard to get 10 neighbors to agree and wants to show support but is in support of under grounding the pole. She talked about the plowing concerns of the future but is in support of the project. Councilor Michael David agrees and said if there is a chance to get rid of one more pole and go under 7th there would be a better benefit.

Mayor Bradshaw clarified that council is in support of the project and the use of the ROW and financial support. Councilor Jim Slanetz thinks the under grounding could be a negotiation point. Mayor Bradshaw questioned if coming back in two weeks would delay the project. Director of Planning & Building Suzanne Frick advised that the Cookbook voiced concern over their outdoor serving. The two-week delay would solve that concern as well as allow time to have the conversation regarding the under-grounding. Council President Amanda Breen read a public comment just received from Cyndi Bradshaw regarding the logistics of the placement of the pole. Councilor Courtney Hamilton would like more clarification prior to deciding.

Mayor Neil Bradshaw continued this discussion to the next meeting.

22. ACTION ITEM: Recommendation to approve Purchase Order 20515 for a new Boiler - Public Affairs and Administrative Services Manager Lisa Enourato  
Mayor Neil Bradshaw outlined the options before the Council.

Councilor Courtney Hamilton talked about the energy goals that were set as a City. She believes that we should work towards those goals. Councilor Jim Slanetz questioned the operational costs on these boilers. Director of Finance & Internal Services Grant Gager explained that they are 50% more cost effective with the electric boiler. The cost, operationally speaking, would not be more than an additional \$2,000 annually. Jim Slanetz questioned if the City could save the money and earmark for a future purchase. Courtney Hamilton does not think that amount of money would be a tipping point. Mayor Neil Bradshaw advised that electric is less efficient and more expensive, however, it is 100% having no carbon footprint.

**Motion to direct staff to pursue installation of an electrically powered boiler and approve Purchase Order 20515 in an amount not to exceed \$9,960 and authorize the Mayor to sign the Purchase Order.**

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

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

- PUBLIC HEARING

23. ACTION ITEM: Third Reading of Ordinance 1208, Annual Appropriations Ordinance - Director of Finance & Internal Services Grant Gager

Mayor Neil Bradshaw asked for public comment. There was nobody outside the building waiting to speak and there was nobody on the line. Mayor Bradshaw closed public comment.

Director of Finance & Internal Services Grant Gager explained that July's LOT is down 15%. August appears to be trending the same as July. Grant Gager advise that his concern is the winter months and ticket sales.

**Motion to approve the Third Reading, by title only, of Ordinance no. 1208, an ordinance of the Ct of Ketchum , Idaho entitled the Annual Appropriation Ordinance for the Fiscal Year Beginning October 1, 2020, Appropriating to the various budgetary funds, sums of money deem necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy or a sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date.**

**Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.**

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

**Council President Amanda Breen read the title aloud.**

24. ACTION ITEM: Recommendation to approve Lot Line Shift for the Hedgehog Subdivision located at 591 9th Street - Director of Planning & Building Suzanne Frick

Mayor Neil Bradshaw asked for public comment. There is nobody outside the building and nobody on the line. Mayor Bradshaw closed public comment.

**Motion to approve the 591 E 9<sup>th</sup> Street (Hedgehog Subdivision) Lot Line Shift application.**



**Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.**

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

- EXECUTIVE SESSION

25. Discussion Pursuant to 74-206 (1) (a) to consider the hiring of a public officer

**Motion to go into Executive Session at 5:20 p.m.**

***Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.***

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

**Motion to come out of Executive Session at 5:40 p.m.**

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

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

- ADJOURNMENT

**Motion to Adjourn at 5:40 p.m.**

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

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

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Neil Bradshaw, Mayor

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Robin Crotty, City Clerk

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-2175-8000 P/R DEDUC PBL--EMP CAF FSA-MD</b>			
NBS-NATIONAL BENEFIT SERVI	CP262258	FSA	1,153.33
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
MADIGAN, CONNER	090820	Deposit Refund	250.00
Total :			1,403.33
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG</b>			
US BANK	6235 082520	6235 - Zoom Subscription	199.90
Total LEGISLATIVE & EXECUTIVE:			199.90
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP262258	HRA	428.94
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
PITNEY BOWES - RESERVE ACC	3311876415	Postage Meter Rental	377.16
TREASURE VALLEY COFFEE INC	2160 06934806	Spring Water	15.90
US BANK	6235 082520	6235 - Business Cards	101.50
US BANK	6235 082520	6235 - Supplies	1.00
ABC STAMP	0544755	Name Plates	57.27
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
CASELLE, INC.	104437	Caselle Support & Maintenance	2,204.00
COPY CENTER LLC	1522	Feedback on 4th Posters	420.00
US BANK	6235 082520	6235 - Dri Printing Services	202.21
US BANK	6235 082520	6235 - Dri Printing Services	70.24
<b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	10002196 0831	10002196 083120	3,001.33
<b>01-4150-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>			
COLORADO ASSOCIATION OF S	1378	CAST Annual Membership Dues 2020	630.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
US BANK	6243 082520	6243 - 8 x 8	2,464.83
<b>01-4150-5110 COMPUTER NETWORK</b>			
MIICOR CONSULTING, INC.	15736	Barracuda Email Security Service 1 year	3,905.28
US BANK	6243 082520	6243 - Computer Part	36.86
US BANK	6243 082520	6243 - Microsoft	120.00
<b>01-4150-5150 COMMUNICATIONS</b>			
US BANK	6235 082520	6235 - Shutterstock Communications	30.74
US BANK	6235 082520	6235 - Mailchimp Communications	84.99

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	6235 082520	6235 - Constant Contact Communications	9.50
US BANK	6243 082520	6243 - CSO Paper Ad	84.40
SNEE, MOLLY	2013	Spetember Retainer Fee	3,150.00
POKORNY, ELIZABETH ANN	100	Word on the Street March - September	1,625.00
<b>01-4150-5200 UTILITIES</b>			
IDAHO POWER	2203990334 09	2203990334 091020	41.53
IDAHO POWER	2206570869 09	2206570869 091020	14.88
<b>01-4150-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
US BANK	6235 082520	6235 - Sanitizing Wipes	195.00
Total ADMINISTRATIVE SERVICES:			19,272.56
<b>PLANNING &amp; BUILDING</b>			
<b>01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP262258	HRA	1,489.67
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
ABC STAMP	0545161	Name Plate - Moczygemba	18.87
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
HARMONY DESIGN & ENGINEE	20152	Engineering	500.00
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	10002196 0831	10002196 083120	212.48
Total PLANNING & BUILDING:			2,221.02
<b>FACILITY MAINTENANCE</b>			
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP262258	HRA Vision	88.00
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	948539	38950 091520	192.73
<b>01-4194-5200 UTILITIES</b>			
IDAHO POWER	2203313446 09	2203313446 090920	5.29
<b>01-4194-6000 REPAIR &amp; MAINT-AUTOMOTIVE EQUI</b>			
RIVER RUN AUTO PARTS	6538-157324	Wiper Blades	21.90
<b>01-4194-6950 MAINTENANCE</b>			
A.C. HOUSTON LUMBER CO.	2009-674773	Supplies	10.99
A.C. HOUSTON LUMBER CO.	2009-675238	Screws	7.70
A.C. HOUSTON LUMBER CO.	2009-676024	Grinder and Twin Tank Compressor	351.00
A.C. HOUSTON LUMBER CO.	2009-677078	Supplies	82.47
A.C. HOUSTON LUMBER CO.	2009-678413	Clamp and Glue	20.38
LUTZ RENTALS	108924-1	Compactor Small Plate	43.17
PIPECO, INC.	S3904097.001	Falcon Rotor	208.64
PIPECO, INC.	S3905184.001	Hole Digger and Round Grates	128.89
SAWTOOTH WOOD PRODUCTS, I	0000121978	Cordless Blower and Charger	296.90
SAWTOOTH WOOD PRODUCTS, I	0000122116	Trimmer Power Head and Battery	836.81
SAWTOOTH WOOD PRODUCTS, I	0000122117	Cordless Lawn Mower and Battery	611.90
WEBB LANDSCAPING	B-IN-150544	Oak Tree	400.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total FACILITY MAINTENANCE:			3,306.77
<b>POLICE</b>			
<b>01-4210-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
ABC STAMP	0545160	Name Plates - Shaw	18.87
<b>01-4210-3200 OPERATING SUPPLIES</b>			
UNITED OIL	947414	39060 083120	71.18
LIDSTROM, BLAKE	091020	CSO Uniform	230.61
Total POLICE:			320.66
<b>FIRE &amp; RESCUE</b>			
<b>01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP262258	HRA	1,414.79
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>			
US BANK	4977 082520	4977 - P-touch Tape	24.99
US BANK	4977 082520	4977 - E-bike Battery	200.00
US BANK	4977 082520	4977 - 3 Bamboo Mattress Pads	41.99
WATTS HYDRAULIC & REPAIR	220934	Degreaser	114.50
TTT ENVIRONMENTAL INSTRU	IS200279	Carbon Monoxide/Shipping	435.67
TBS ELECTRONICS INC.	198624	Minitor VI V5	1,300.00
TBS ELECTRONICS INC.	198624	Minitor VI V5	971.00
TBS ELECTRONICS INC.	198624	Minitor VI V5	5,724.00
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
BOUNDTREE MEDICAL	83766463	Particulate Respirator	1,319.88
CHATEAU DRUG CENTER	2273503	Rechargeable Inspector	28.49
CHATEAU DRUG CENTER	2273628	Flashlight	28.49
NORCO	30092963	52355 083120	34.41
NORCO	30094029	54794 083120	227.85
US BANK	4977 082520	4977 - P-touch Tape	24.99
US BANK	4977 082520	4977 - 3 Bamboo Mattress Pads	41.98
HENRY SCHEIN	82108544	Disinfectant Wipes	23.52
HENRY SCHEIN	82483234	Medical Supplies	273.62
HENRY SCHEIN	82551228	Medical Supplies	323.66
HENRY SCHEIN	82586530	Bandages	22.00
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>			
UNITED OIL	948416	37267 091520	139.69
US BANK	4977 082520	4977 - Chainsaw Gas	30.60
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>			
UNITED OIL	948416	37267 091520	190.01
<b>01-4230-4900 TRAINING/TRAVEL/MTG FIRE</b>			
MARTIN, SETH	091420	LIC GASS Reimbursement	1,738.68
MARTIN, SETH	091420 2	Big Summit Fire Reimbursement	237.62
MARTIN, SETH	091420 3	Numbers Fire Reimbursement	327.82
MARTIN, SETH	091420 4	Cottonwood Fire Reimbursement	286.88
MARTIN, SETH	091420 4	Cottonwood Fire Reimbursement	23.70
<b>01-4230-4920 TRAINING-FACILITY</b>			
IDAHO POWER	2224210258 09	2224210258 090520	14.38

Vendor Name	Invoice Number	Description	Net Invoice Amount
COX WIRELESS	047339201 090 047339201 090720		99.79
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
VERIZON WIRELESS	842054354 082 842054354 082320		20.03
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
VERIZON WIRELESS	842054354 082 842054354 082320		20.02
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
A.C. HOUSTON LUMBER CO.	2009-678290	Wood for Crosslay Project	27.81
ALSCO - AMERICAN LINEN DIVI	LBOI1831629	5109 091420	30.03
CHATEAU DRUG CENTER	2277818	Power Steering Fluid	3.79
RIVER RUN AUTO PARTS	6538-157345	Bushing	14.52
RIVER RUN AUTO PARTS	6538-157534	Oil and filters	72.44
RIVER RUN AUTO PARTS	6538-157535	Mercon V	7.99
ANCONA, TOM	090920	T-1 Parts Reimbursement	24.35
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>			
RIVER RUN AUTO PARTS	6538-157193	Air Element	75.70
<b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
CURTIS TOOLS FOR HEROES	INV418590	Compressor Service	1,385.00
Total FIRE & RESCUE:			17,346.68
<b>STREET</b>			
<b>01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP262258	HRA	126.00
<b>01-4310-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2009-673684	Shop Bathroom Supplies	13.67
A.C. HOUSTON LUMBER CO.	2009-673716	Credit	8.68-
A.C. HOUSTON LUMBER CO.	2009-673720	Ext. Tube	3.79
D & B SUPPLY INC.	33536	Brian's Work Shirts	224.94
US BANK	2022 082520	2022 - Backup Power Supply	391.13
US BANK	2022 082520	2022 - Kelli Office Supplies	26.69
<b>01-4310-3400 MINOR EQUIPMENT</b>			
US BANK	2022 082520	2022 - Hans Hobb Bike Repair	84.79
US BANK	2022 082520	2022 - Hans Hobb Helmet Replacement	269.99
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	193105	37269 090920	1,136.30
UNITED OIL	948418	37269 091520	507.59
<b>01-4310-4200 PROFESSIONAL SERVICES</b>			
GALENA ENGINEERING, INC.	1318 184 20455	Warm Springs Bridge Scour Maintenance	2,730.00
DICK YORK'S AUTO SERVICE	86384	Chip Seal Vehicle Relocation	415.00
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
NAPA AUTO PARTS	027393	Power Steering Fluid	7.99
NAPA AUTO PARTS	027395	Transmission Fluid	6.99
NAPA AUTO PARTS	027522	Leak Stop	7.91
NAPA AUTO PARTS	027624	Credit	34.08-
NAPA AUTO PARTS	028086	Heater Hose	117.79

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
NAPA AUTO PARTS	027106	Truck Lighting #6	12.66
NAPA AUTO PARTS	027113	Ujoint	33.58
NAPA AUTO PARTS	027838	Radiator Stop Leak	3.49
PLATT ELECTRIC SUPPLY	0S73654	Pressure Washer Part	74.39
PLATT ELECTRIC SUPPLY	0S89831	Steam Cleaner Part	5.12
WESTERN STATES CAT	IN001402191	Grader Nozzles	14.13
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1829376	5831 090420	44.57
ALSCO - AMERICAN LINEN DIVI	LBOI1831208	5831 091120	49.74
NORCO	30093048	53271 083120	221.65
<b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
ECONO SIGNS LLC	10-961964	Signs	776.65
ECONO SIGNS LLC	10-962282	Signs	522.05
ECONO SIGNS LLC	10-962880	Signs	3,975.00
<b>01-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	2200059315 09	2200059315 090920	5.29
IDAHO POWER	2200506786 09	2200506786 090920	6.10
IDAHO POWER	2201174667 09	2201174667 090920	9.58
IDAHO POWER	2202627564 09	2202627564 090920	8.33
IDAHO POWER	2205963446 09	2205963446 090920	22.88
IDAHO POWER	2224304721 09	2224304721 090920	11.35
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
ANDERSON ASPHALT PAVING IN	68	Asphalt	1,717.78
IDAHO TRAFFIC SAFETY INC	192743	Warm Springs Road Striping	8,331.79
IDAHO TRAFFIC SAFETY INC	192843	Road Hand Striping	1,765.80
JOHNNY B TRANSPORT	0430478	Chip Seal	1,489.50
JOHNNY B TRANSPORT	0440577	Chip Seal	1,302.00
JOHNNY B TRANSPORT	0440578	Chip Seal	1,436.85
JOHNNY B TRANSPORT	0440584	Chip Seal	1,653.42
RIVER RUN AUTO PARTS	6538-157216	Paver Cleaning Supplies	10.52
WEBB LANDSCAPING	091420	Jane and Howard Paver Renovation	6,092.00
STAR PRODUCTS INC	53753	Snow Stakes	455.91
Total STREET:			36,079.94
<b>RECREATION</b>			
<b>01-4510-3200 OPERATING SUPPLIES</b>			
FIRE SERVICES OF IDAHO	7666629	Services to Fire Extinguishers	40.00
<b>01-4510-3250 RECREATION SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2009-678029	Smooth Spikes	4.80
US BANK	7926 082520	7926 - Glass Gems	20.58
US BANK	7926 082520	7926 - Gondola Rides	156.20
US BANK	7926 082520	7926 - Office and Recreation Supplies	195.29
US BANK	7926 082520	7926 - Gondola Rides	149.60
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
ATKINSONS' MARKET	01322489	Concessions	20.48
ATKINSONS' MARKET	02912684	Concessions	14.19
ATKINSONS' MARKET	02912685	Concessions	6.17
ATKINSONS' MARKET	02913175	Concessions	36.53
ATKINSONS' MARKET	04947934	Concessions	32.23

Vendor Name	Invoice Number	Description	Net Invoice Amount
KETCHUM KITCHENS	220000125104	Box Grater	43.94
KETCHUM KITCHENS	220000133520	Biscuit Cutter / Sheet Pan	33.96
KETCHUM KITCHENS	220000133719	Rolling Pins	31.98
KETCHUM KITCHENS	220000138962	Bread Hangar	9.98
US BANK	7926 082520	7926 - Kid's Water	3.16
<b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	948417	37268 091520	45.58
<b>01-4510-4200 PROFESSIONAL SERVICE</b>			
CENTRAL DRUG SYSTEM, INC.	309034	Drug Processing Fees	149.75
Total RECREATION:			994.42
Total GENERAL FUND:			81,145.28
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			
<b>02-4530-3250 SOUVENIRS SUPPLIES</b>			
ALEXANDER CLARK PRINTING	3346	Wagon Days Posters	409.60
US BANK	6235 082520	6235 - Posters	91.31
US BANK	6235 082520	6235 - Poster Credit	91.31-
Total WAGON DAYS EXPENDITURES:			409.60
Total WAGON DAYS FUND:			409.60
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-7200 TECHNOLOGY UPGRADES</b>			
ALARY COMPUTER SERVICES	3978	Surface Pros and Covers	8,160.36
BLAINE COUNTY EMERGENCY	KFD2021	Public Safety System	2,832.69
CENTRALSQUARE	Q-06360	Mobile License Fees	12,298.22
<b>03-4193-7400 COMPUTER/COPIER LEASING</b>			
GREAT AMERICA FINANCIAL SE	27683732	Copier Leasing	1,832.55
DELL FINANCIAL SERVICES	80563969	Management Fee	11.30
Total GENERAL CIP EXPENDITURES:			25,135.12
Total GENERAL CAPITAL IMPROVEMENT FD:			25,135.12
<b>ORIGINAL LOT FUND</b>			
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6080 MOUNTAIN RIDES</b>			
MOUNTAIN RIDES	11370	Monthly Installment 12/12	52,058.26
<b>22-4910-6600 REFUNDS-LOT OVERPAYMENT</b>			
SUN VALLEY MUSIC FESITVAL	091420	Refund Sales Tax Overpayment	280.00
Total ORIGINAL LOT TAX:			52,338.26
Total ORIGINAL LOT FUND:			52,338.26

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>ADDITIONAL 1%-LOT FUND</b>			
<b>ADDITIONAL 1%-LOT</b>			
<b>25-4910-4220 SUN VALLEY AIR SERVICE BOARD</b>			
SUN VALLEY AIR SERVICE BOA	090120 2	July 2020 Additional 1%	26,806.01
SUN VALLEY AIR SERVICE BOA	090120 2	Direct Cost's	5,522.66-
Total ADDITIONAL 1%-LOT:			21,283.35
Total ADDITIONAL 1%-LOT FUND:			21,283.35
<b>FIRE CONSTRUCTION FUND</b>			
<b>FIRE FUND EXP/TRNFRS</b>			
<b>42-4800-4200 PROFESSIONAL SERVICES</b>			
MATERIALS TESTING & INSPEC	176934 T20007	176934 T200074C Concrete Inspector	1,370.72
DENNIS POTTS PROJECT MGMT,	1195	Construction Mgmt Services 8/21	13,670.29
<b>42-4800-4205 PROF SERVICES ENGINEERING</b>			
COLE ARCHITECTS PLLC	1566	Fire Station Design	12,656.59
Total FIRE FUND EXP/TRNFRS:			27,697.60
Total FIRE CONSTRUCTION FUND:			27,697.60
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	60939	Utilities Billing	424.21
<b>63-4340-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1831212	5192 091120	25.60
ALSCO - AMERICAN LINEN DIVI	LBOI1831216	5493 091120	52.40
TREASURE VALLEY COFFEE INC	2160 05118350	COFFEE	60.30
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	948420	37271 091520	300.74
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E263270	55 gal T-Chlor	252.24
USA BLUEBOOK	345121	Hach DPD	213.32
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
BANYAN TECHNOLOGY INC.	20729	Warm Springs PLC Upgrade	28,810.00
DIG LINE	0064005-IN	0000167 083120	175.40
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087250715 09	2087250715 090420	120.11
CENTURY LINK	2087255045 09	2087255045 090420	56.12
Total WATER EXPENDITURES:			30,490.44
Total WATER FUND:			30,490.44
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			



Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>64-4340-7650 WATER METERS</b>			
FERGUSON ENTERPRISES, LLC	0756875	Curb Boxes	790.20
<b>64-4340-7653 WATER METER REPLACEMENT</b>			
FERGUSON ENTERPRISES, LLC	0750344-1	Meters	1,605.84
<b>64-4340-7800 CONSTRUCTION</b>			
FERGUSON ENTERPRISES, LLC	0755781-1	Mip Ball Corp	71.27
<b>64-4340-7802 KETCHUM SPRING WA CONVERSION</b>			
CANYON EXCAVATION. LLC	20457 082620 4	20457 082620 4	18,423.11
Total WATER CIP EXPENDITURES:			20,890.42
Total WATER CAPITAL IMPROVEMENT FUND:			20,890.42
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP262258	HRA	1,308.46
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP262258	HRA Vision	600.60
<b>65-4350-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	60939	Utilities Billing	636.31
<b>65-4350-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11831212	5192 091120	25.60
ALSCO - AMERICAN LINEN DIVI	LBO11831214	5292 091120	120.56
ATKINSONS' MARKET	05345036	Distilled Water	14.67
CHATEAU DRUG CENTER	2273493	Pest Control	61.05
GEM STATE PAPER & SUPPLY	1034246	Paper Supplies	44.52
TREASURE VALLEY COFFEE INC	2160 06889040	COFFEE	84.30
UPS STORE #2444	090120	8296	12.29
UPS STORE #2444	090120	8320	16.07
UPS STORE #2444	090120	8360	13.79
UPS STORE #2444	090120	8408	14.01
UPS STORE #2444	090120	8454	11.59
US BANK	9642 082520	9642 - Chemical / Combination Cartridge	43.19
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	948419	37270 091520	330.14
<b>65-4350-3800 CHEMICALS</b>			
THATCHER COMPANY, Inc.	1503470	T-Chlor	575.75
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
ANALYTICAL LABORATORIES, I	74793	chemicals	1,301.49
CENTRAL DRUG SYSTEM, INC.	309034	Drug Processing Fees	149.75
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
INDUSTRIAL ELECTRIC MOTOR	55781	Baldor Motor	714.93
PLATT ELECTRIC SUPPLY	Z720165	Parts	39.75
US BANK	9642 082520	9642 - AC Fan	368.98
USA BLUEBOOK	350621	Siemens Transmitter	759.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WASTEWATER EXPENDITURES:			7,246.80
Total WASTEWATER FUND:			7,246.80
<b>PARKS/REC DEV TRUST FUND</b>			
<b>PARKS/REC TRUST EXPENDITURES</b>			
<b>93-4900-6500 ICE RINK-PRIVATE</b>			
BECKER ARENA PRODUCTS, INC	1019016	77x5 Large Blade	405.00
Total PARKS/REC TRUST EXPENDITURES:			405.00
Total PARKS/REC DEV TRUST FUND:			405.00
<b>DEVELOPMENT TRUST FUND</b>			
<b>DEVELOPMENT TRUST EXPENDITURES</b>			
<b>94-4900-8007 J PETERMAN-341 S LEADVILL#1057</b>			
J PETERMAN DEVELOPMENT	052820	Performance Bond Release	22,500.00
Total DEVELOPMENT TRUST EXPENDITURES:			22,500.00
Total DEVELOPMENT TRUST FUND:			22,500.00
<b>ESSENTIAL SERVICES FAC. TRUST</b>			
<b>ESF TRUST EXPENDITURES</b>			
<b>95-4193-7201 FUTURE ESF CITY HALL</b>			
CSHQA	34064	New City Hall Design	6,257.40
Total ESF TRUST EXPENDITURES:			6,257.40
Total ESSENTIAL SERVICES FAC. TRUST:			6,257.40
Grand Totals:			295,799.27

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 21, 2020

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



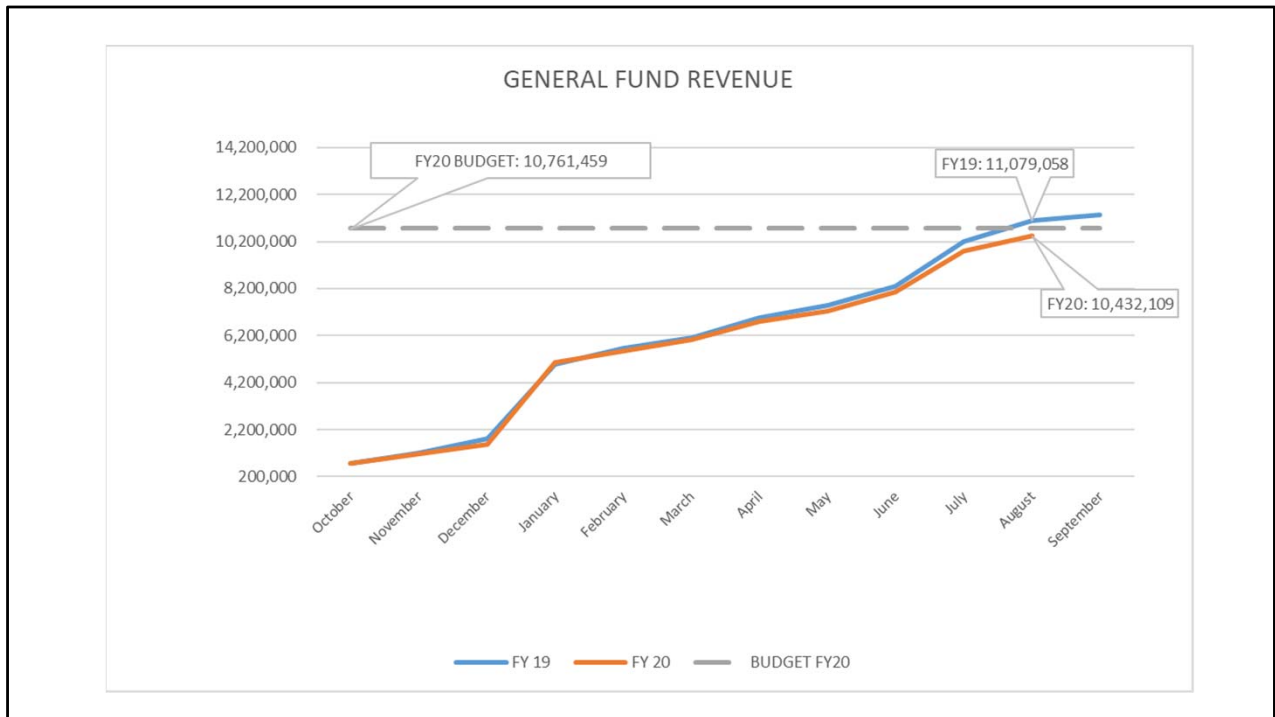
## Monthly Financial Reports

As of August 31, 2020

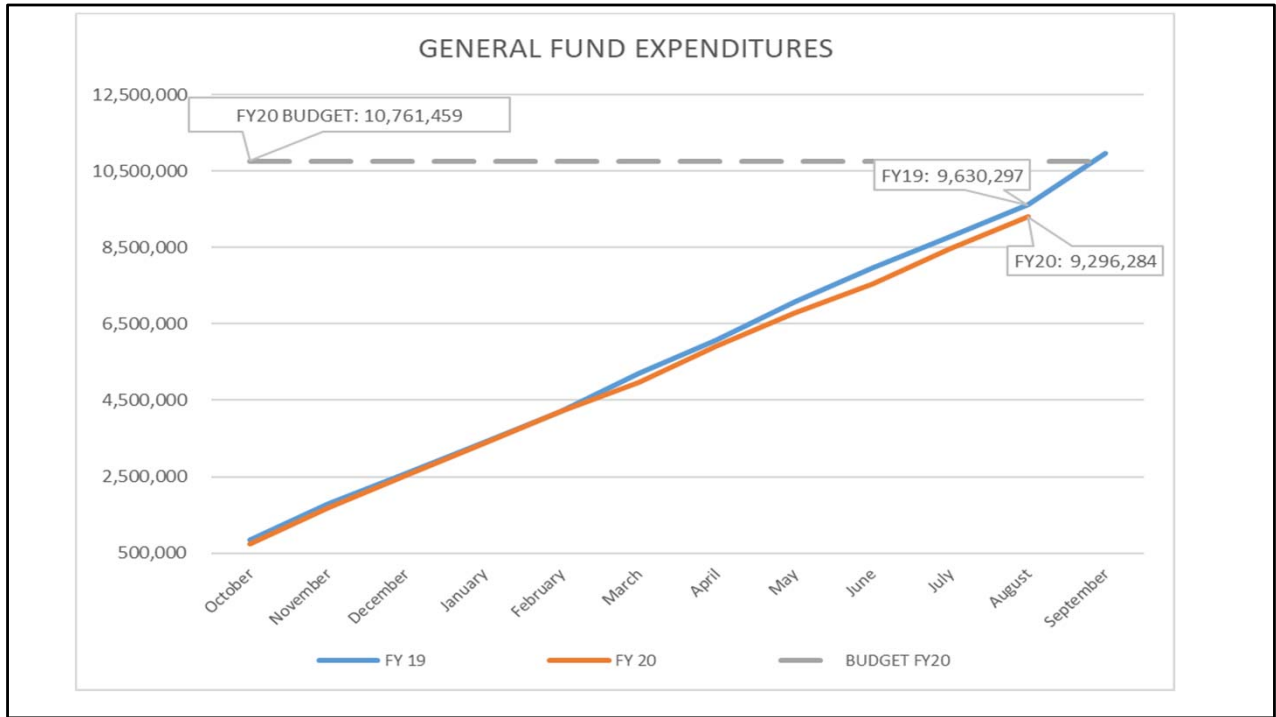
This packet is divided into three sections: (1) General Fund charts (pages 2-13); (2) Original LOT charts (pages 14-18); (3) Enterprise Fund charts (pages 19-23); and Off-Street Parking Lot charts (pages 24-28).

Each chart includes information on current progress relative to the prior year and also the current budget. Where deviations are 5% or greater, an explanation on the major drivers of such changes is included.

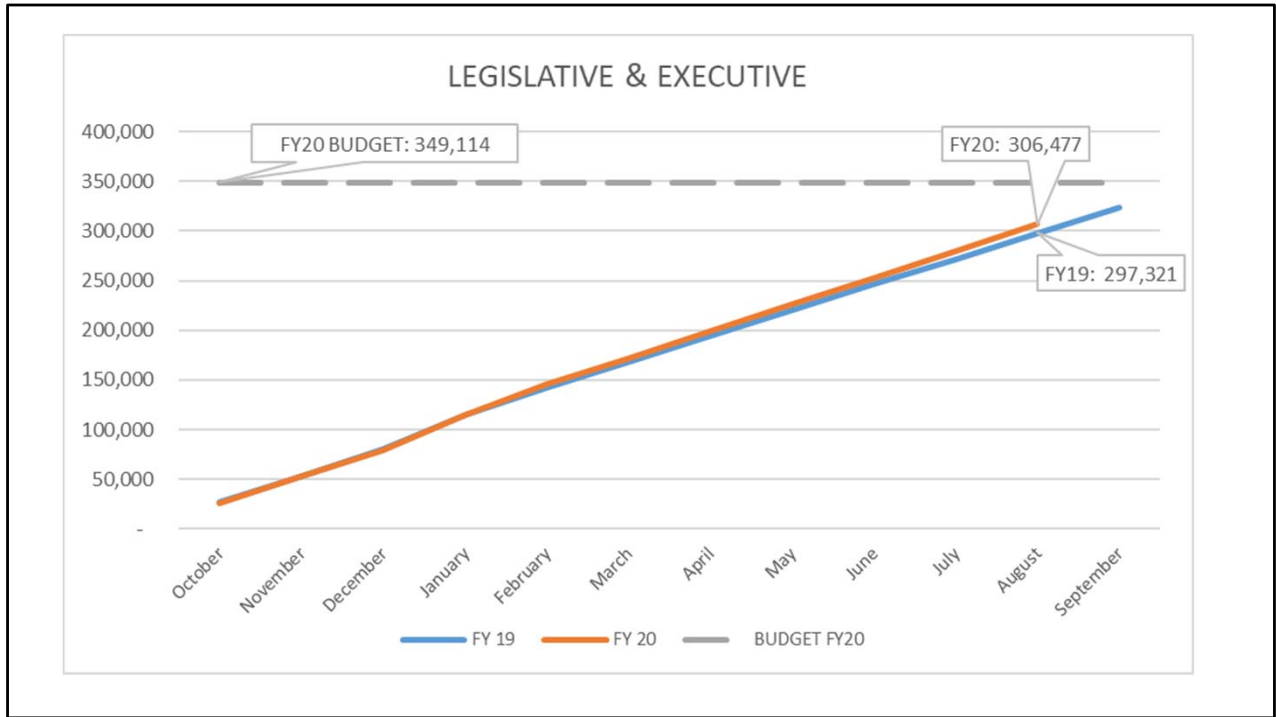
# General Fund



The General Fund revenues are down approximately \$646,949 (5.8%) in FYTD. This decrease is due to reduced revenue from LOT, Planning & Building and State Shared income revenue sources.

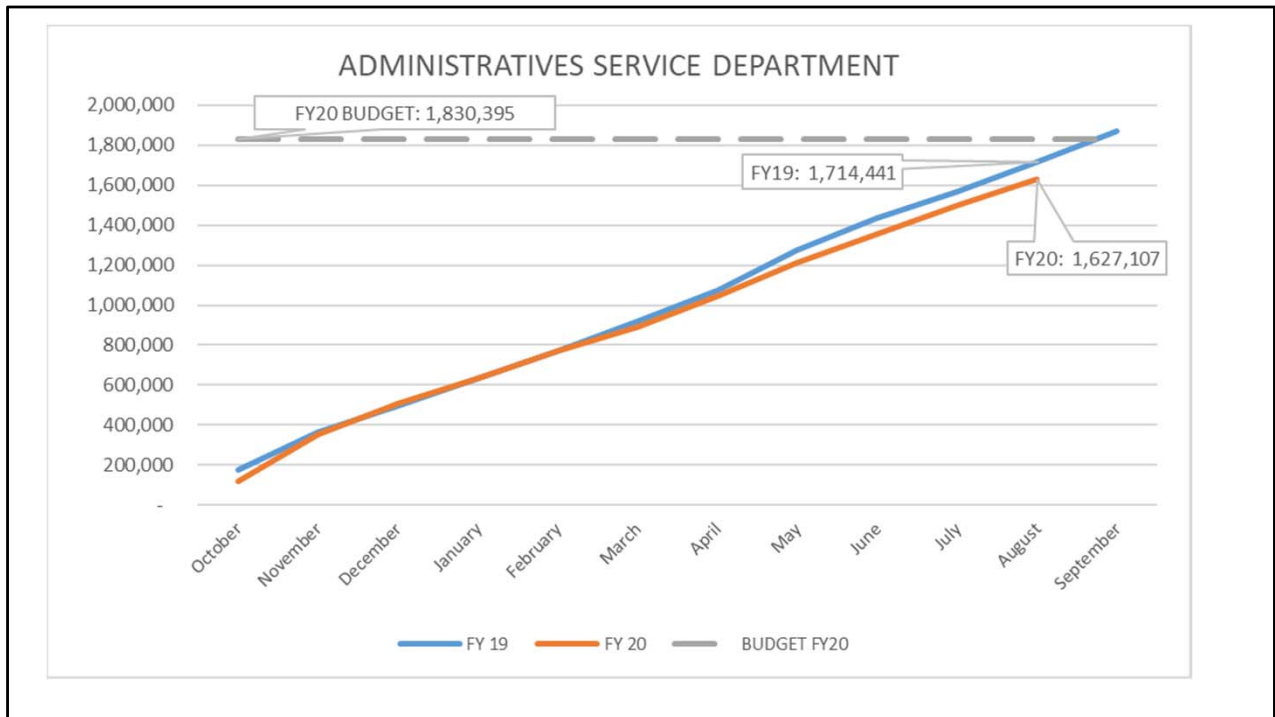


The General Fund expenditures are down \$334,013 (3.5%) FYTD.

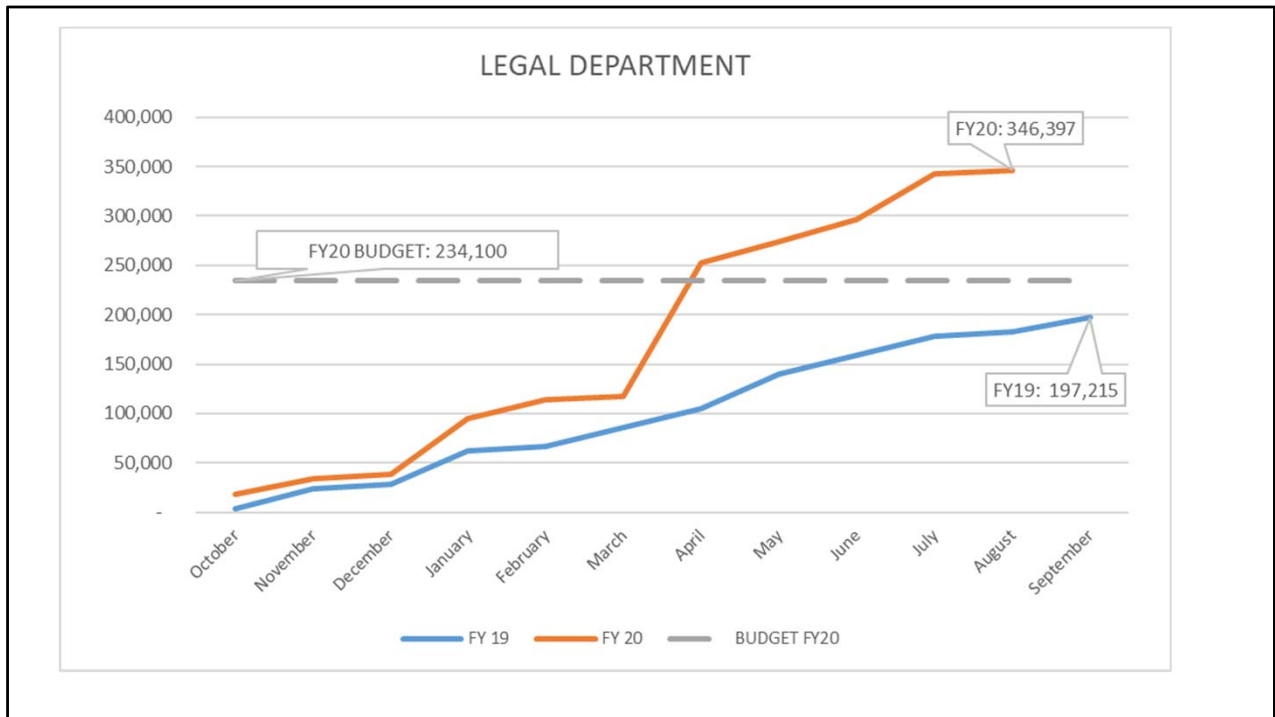


The Legislative & Executive Department expenditures are up \$9,156 (3%) FYTD.

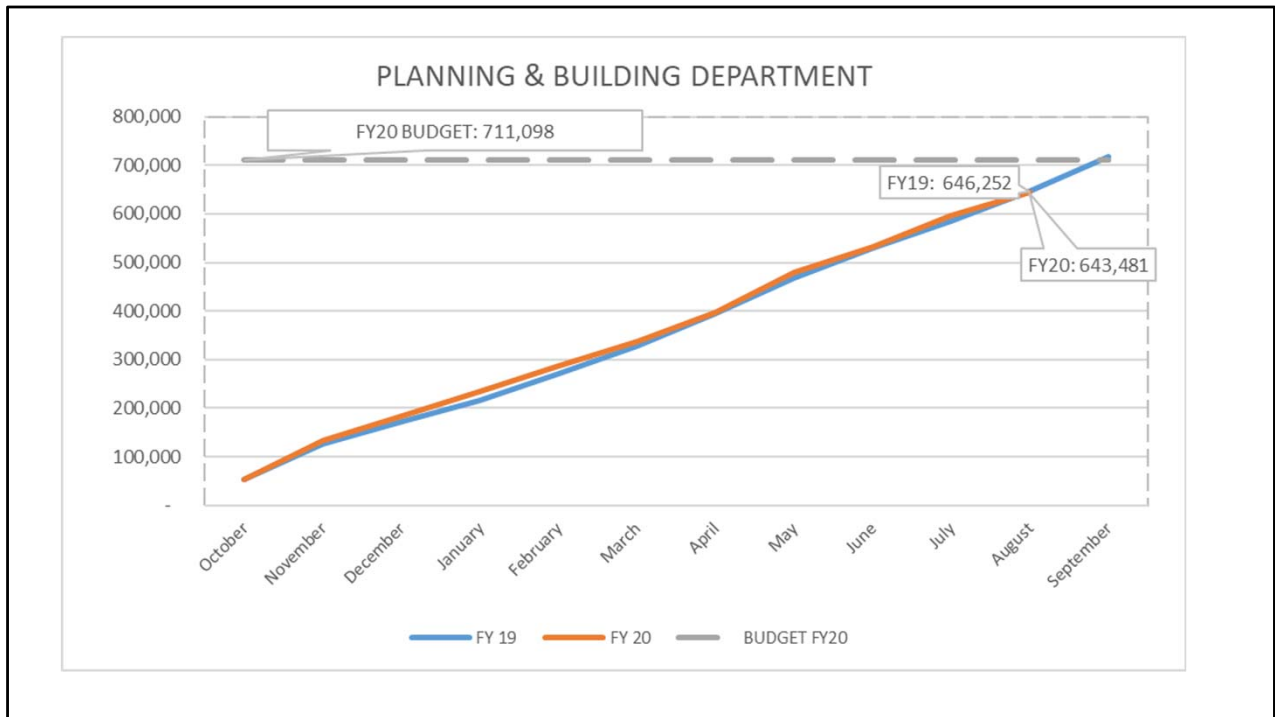




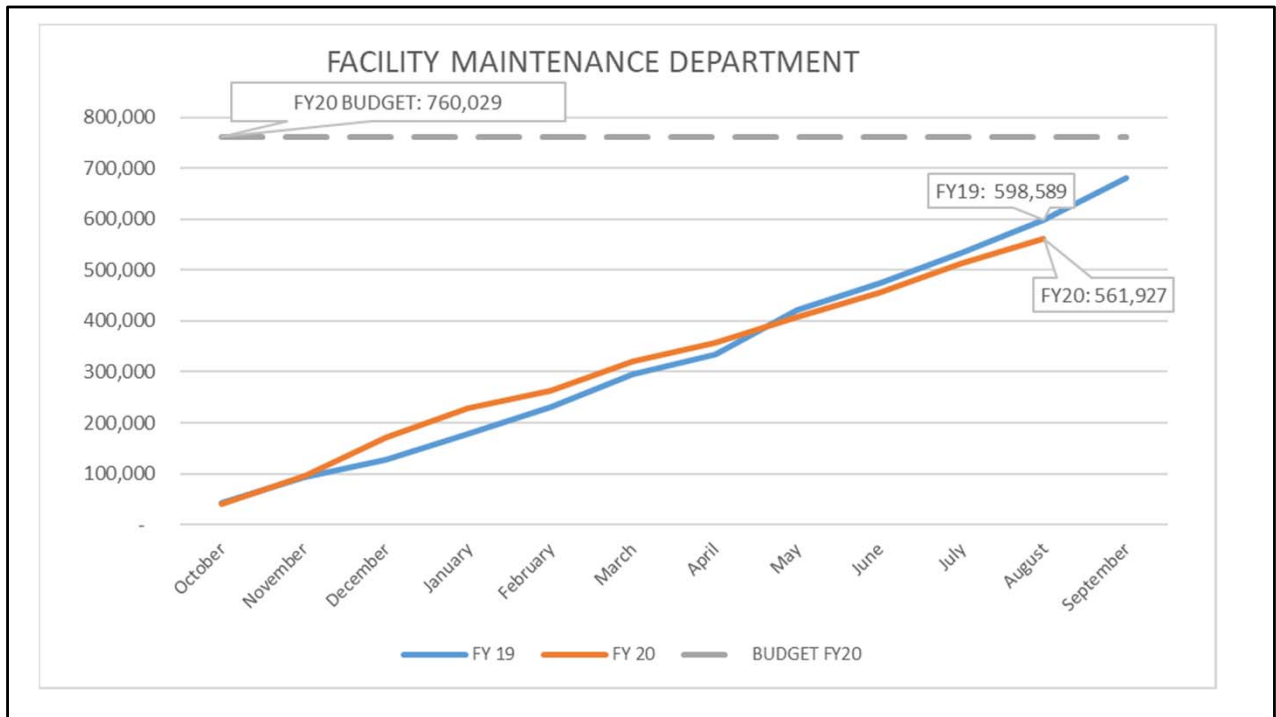
The Administrative Services Department expenditures are down \$87,334 (5%) FYTD.



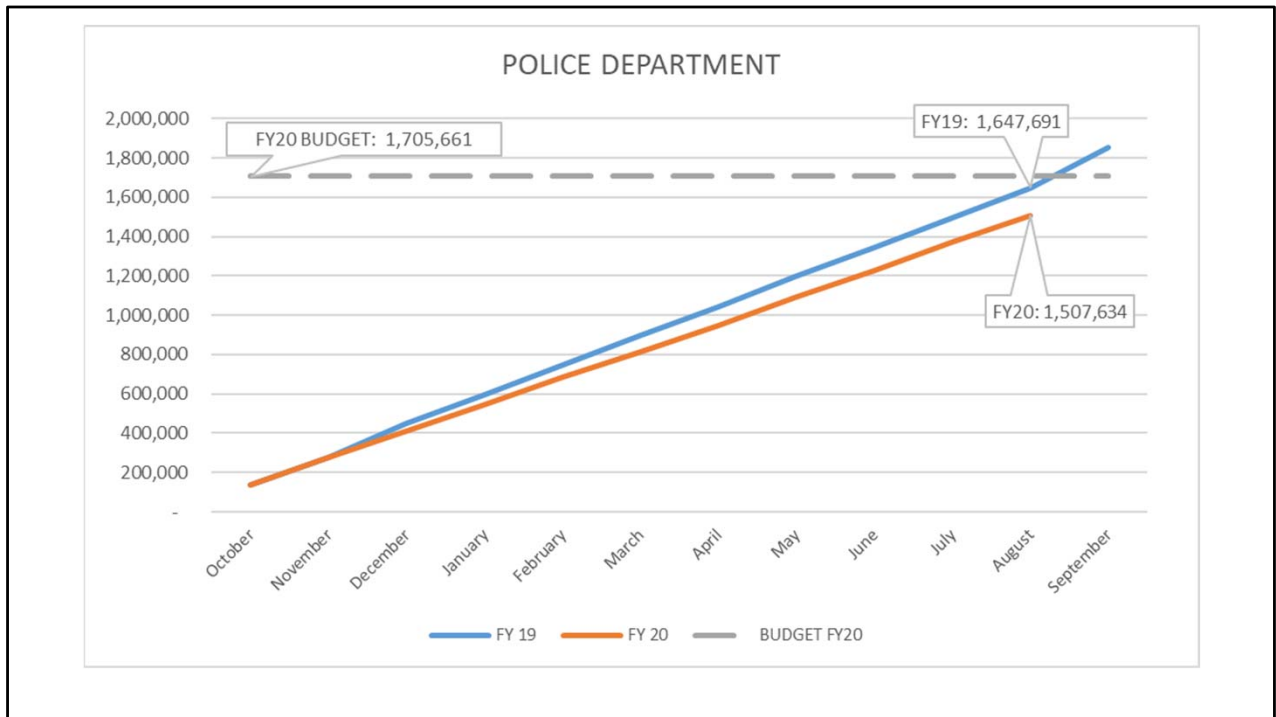
The Legal Department expenditures are up \$149,182 (75.6%) FYTD. This increase is largely due to the timing of the contract billing with White Peterson related to certain legal matters; a credit will be received from White Peterson to offset the increased costs.



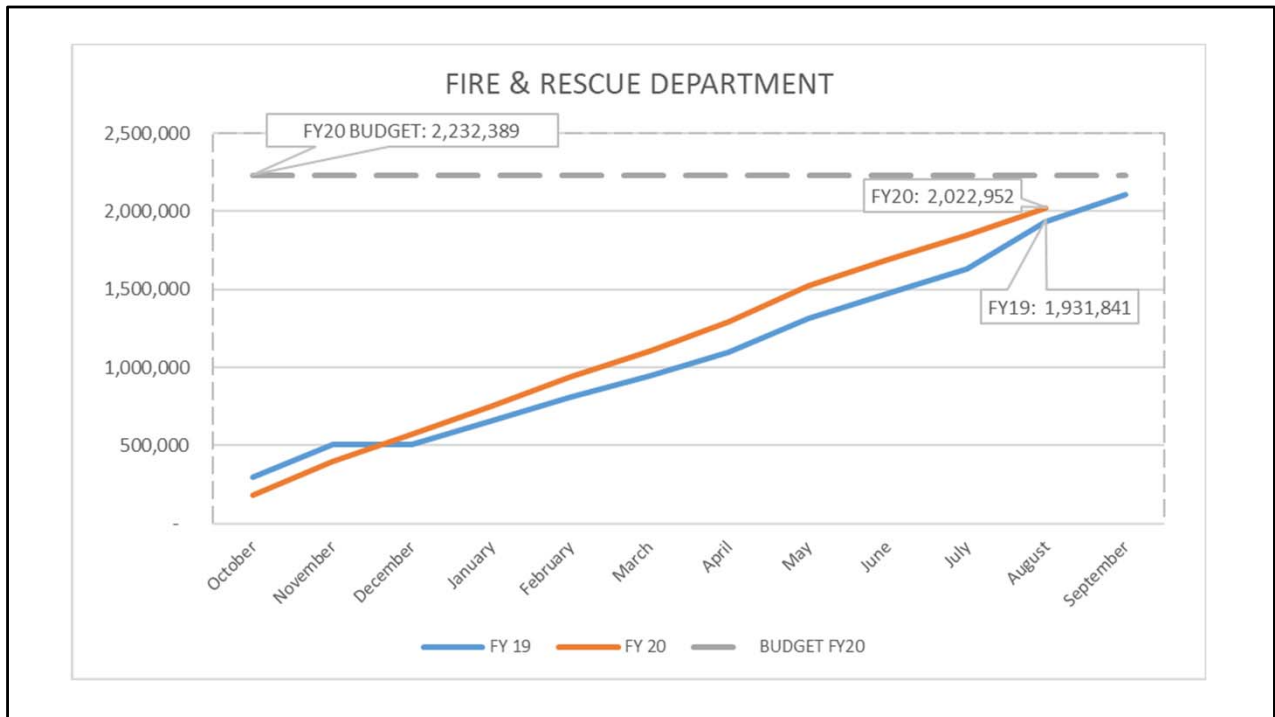
The Planning & Building Department expenditures are up \$2,771 (0.4%) FYTD.



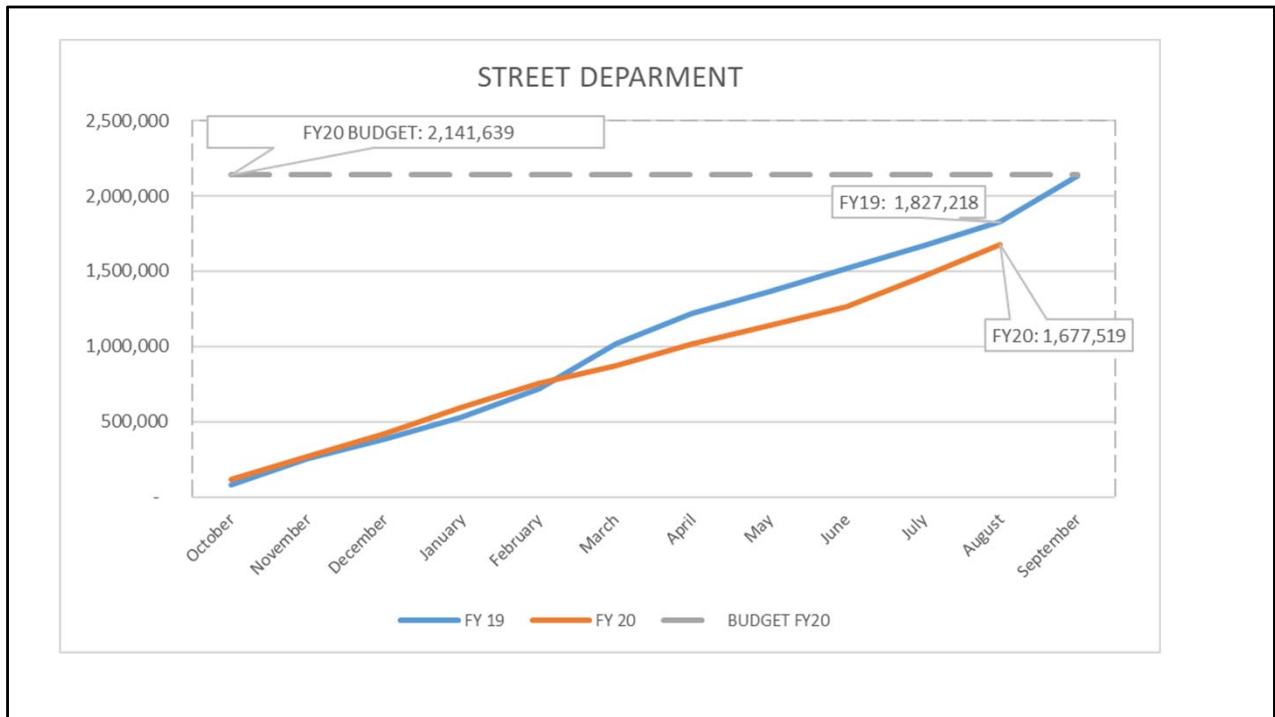
The Facilities Maintenance Department expenditures are down \$36,662 (6.1%) FYTD due to lower costs associated with snow removal.



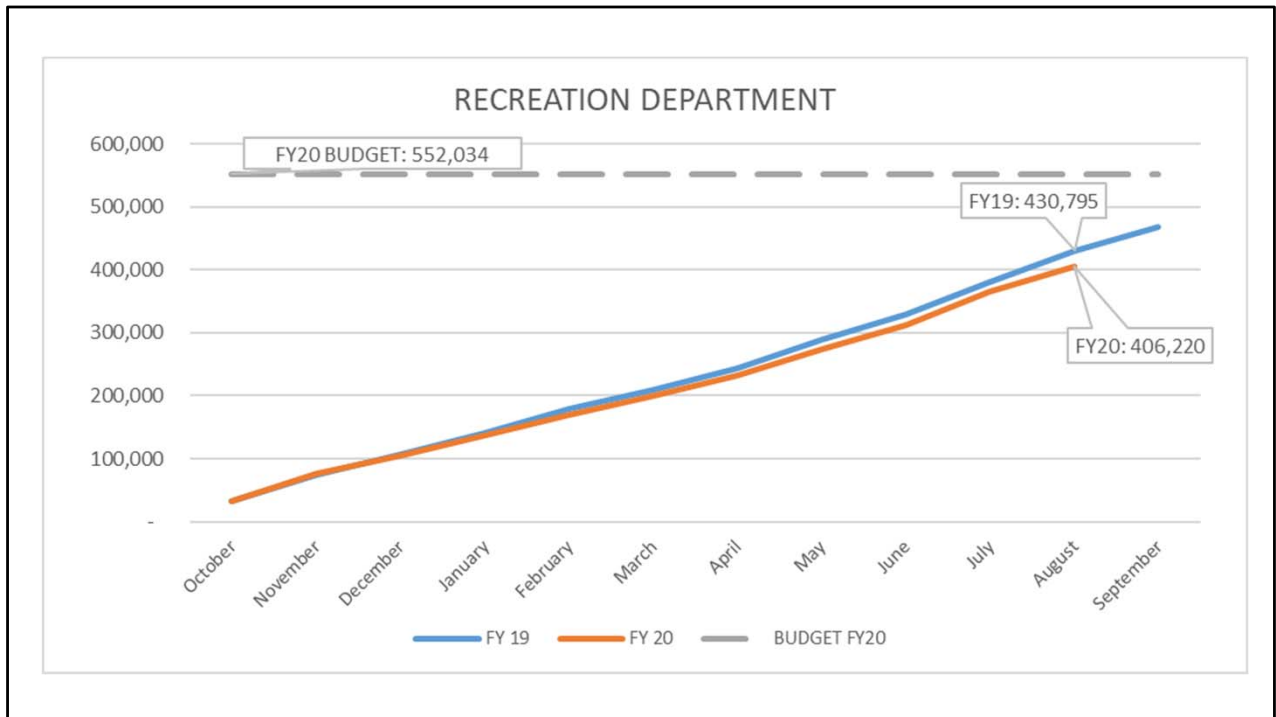
The Police Department expenditures are down \$140,057 (8.5%) FYTD. This decrease is due to a full-time vacancy in the Community Service function that has been filled with two part-time employees.



The Fire & Rescue Department expenditures are up \$91,111 (4.7%) FYTD. This increase is due largely to an increase in utilization of supplies and paid-on-call labor related to the on-going pandemic.



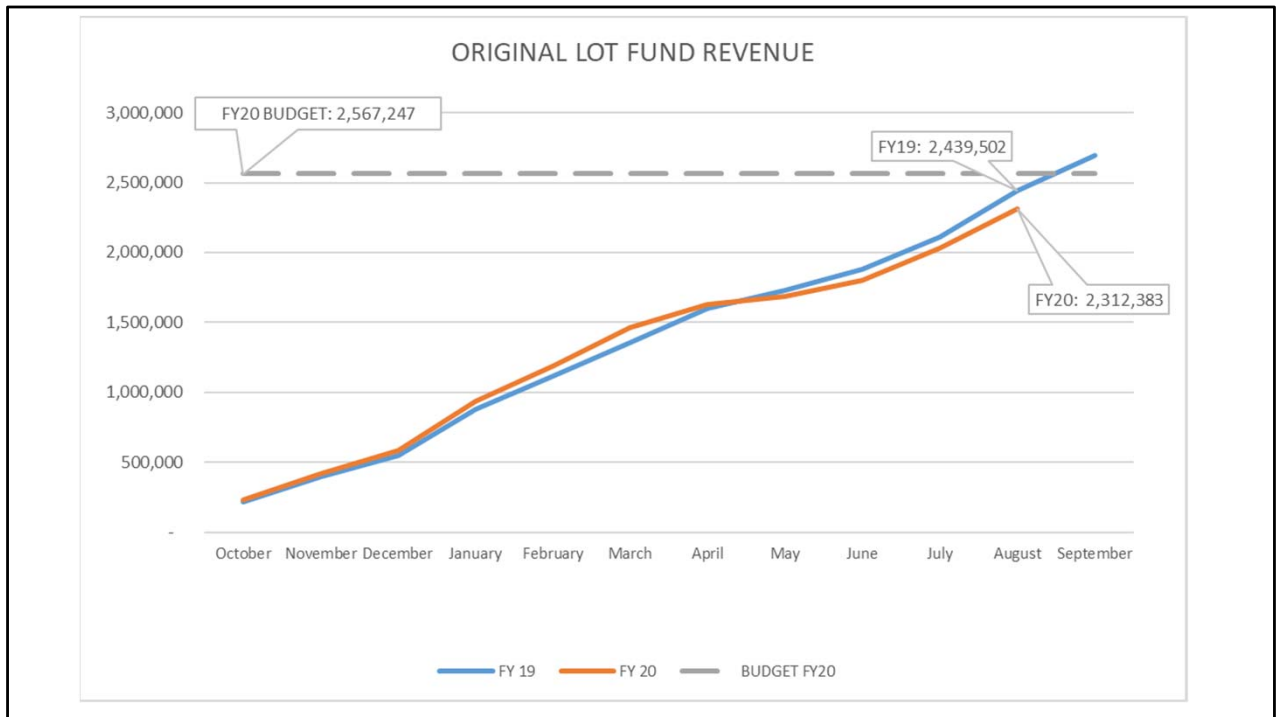
The Streets Department expenditures are down \$149,699 (8.2%) FYTD. This decrease is due to a lighter snow year and resultant decreased utilization of professional services.



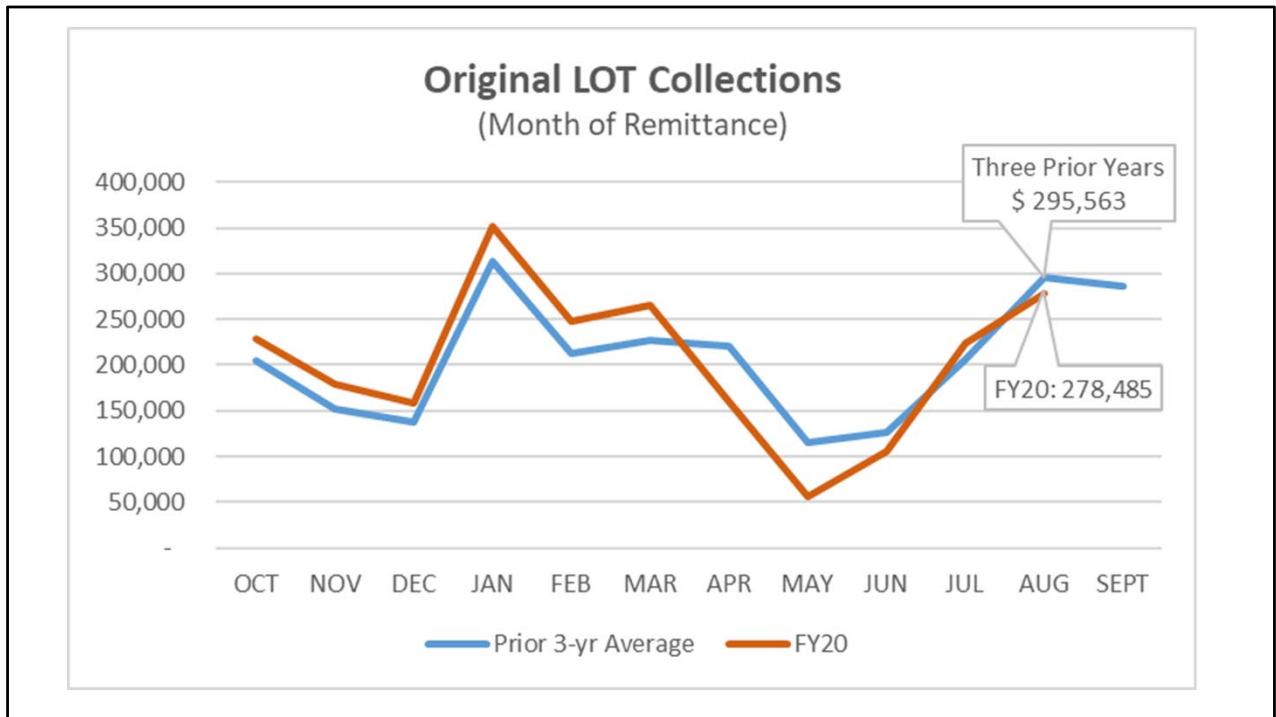
The Recreation Department expenditures are down \$24,575 (5.7%) FYTD. This decrease is largely because of reduced labor costs due to reduced summer programming.



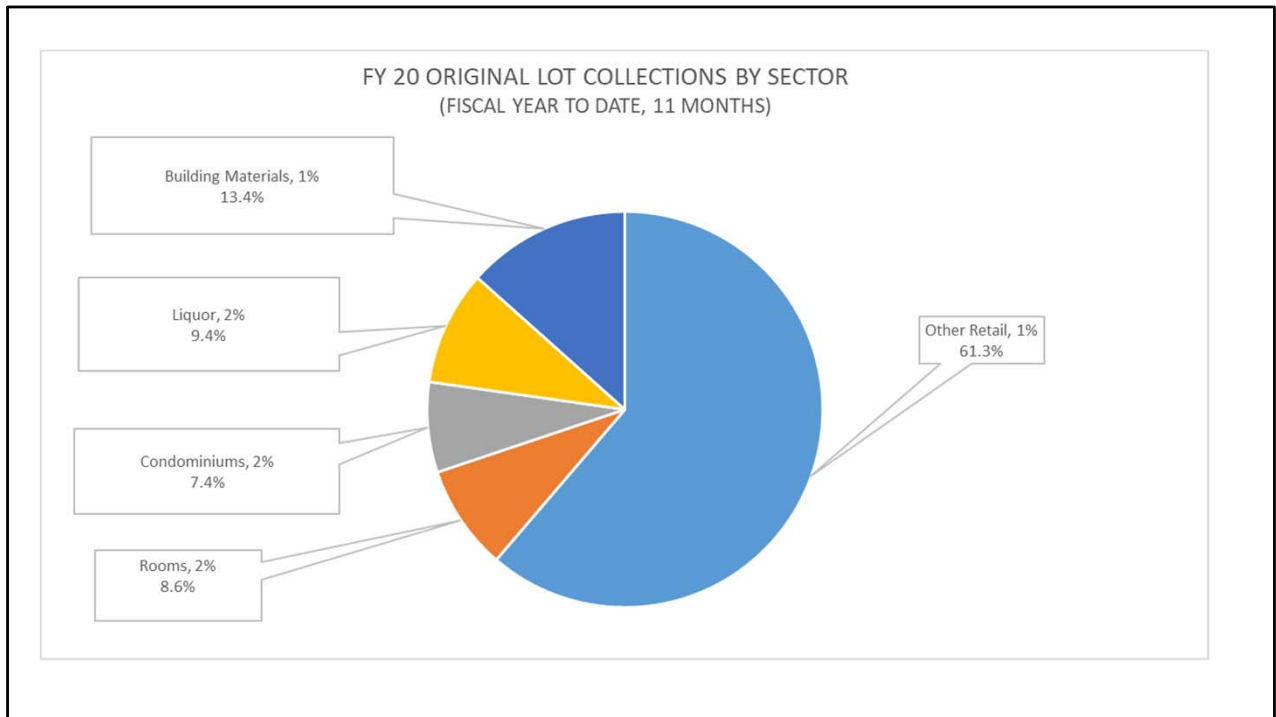
# LOT Analysis



Revenue to the Original LOT Fund is down approximately \$127,119 (5.2%) FYTD due to lower tax receipts.

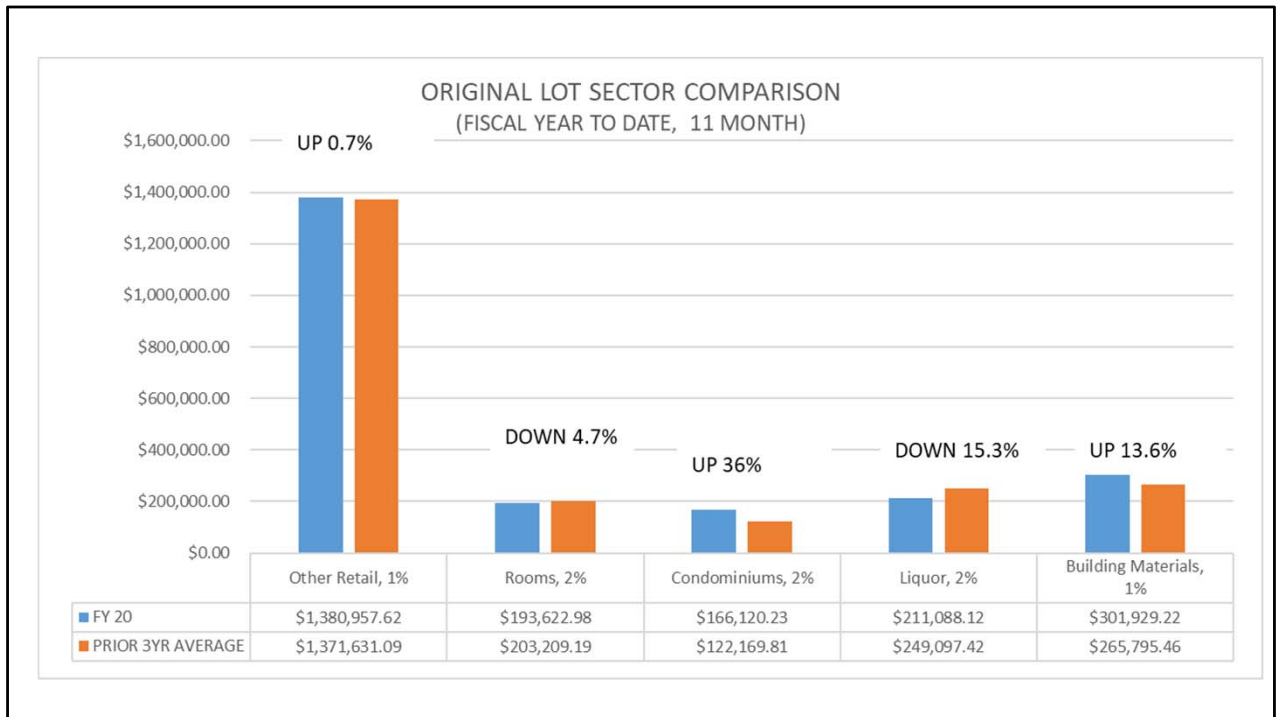


Revenues from Original LOT covered sales are down approximately 5.8% compared to the average of the prior three years.



To date in FY 20 (11 months), Original LOT collections have been generated by each sector as follows:

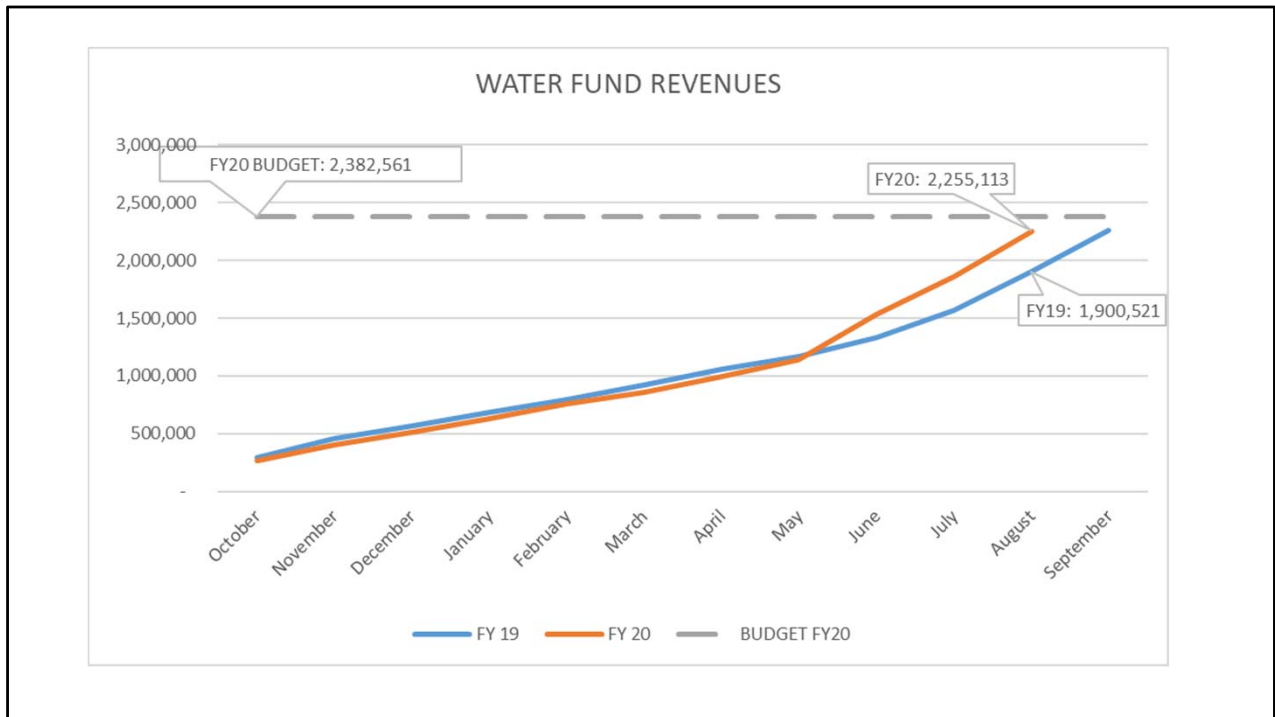
1. Retail has generated 61.3% of the total.
2. Building Materials have generated 13.4%.
3. Liquor has generated 9.4%
4. Rooms have generated 8.6%.
5. Condominiums have generated 7.4%.



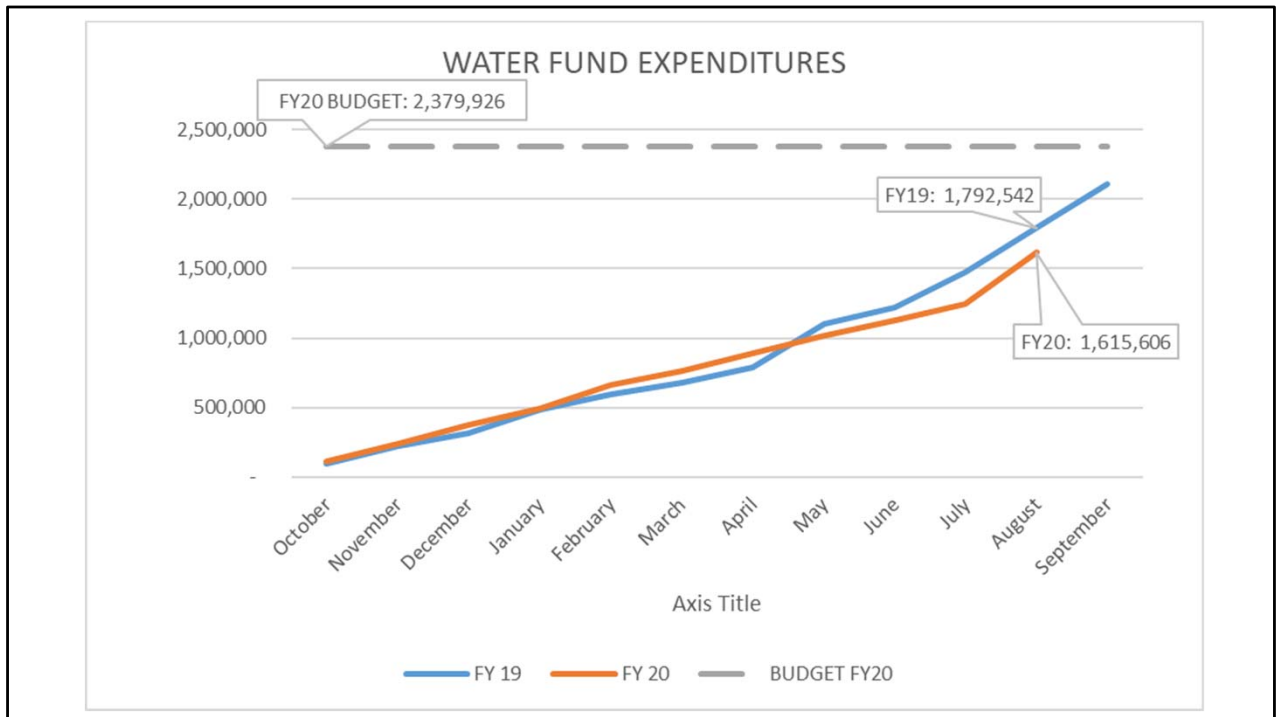
Through the first 11 months of FY 20, collections compared to the prior three-year average are as follows:

1. Retail is up 0.7%.
2. Rooms are down 4.7%.
3. Condominiums are up 36%
4. Liquor is down 15.3%.
5. Building Materials are up 13.6%.

# Enterprise Funds

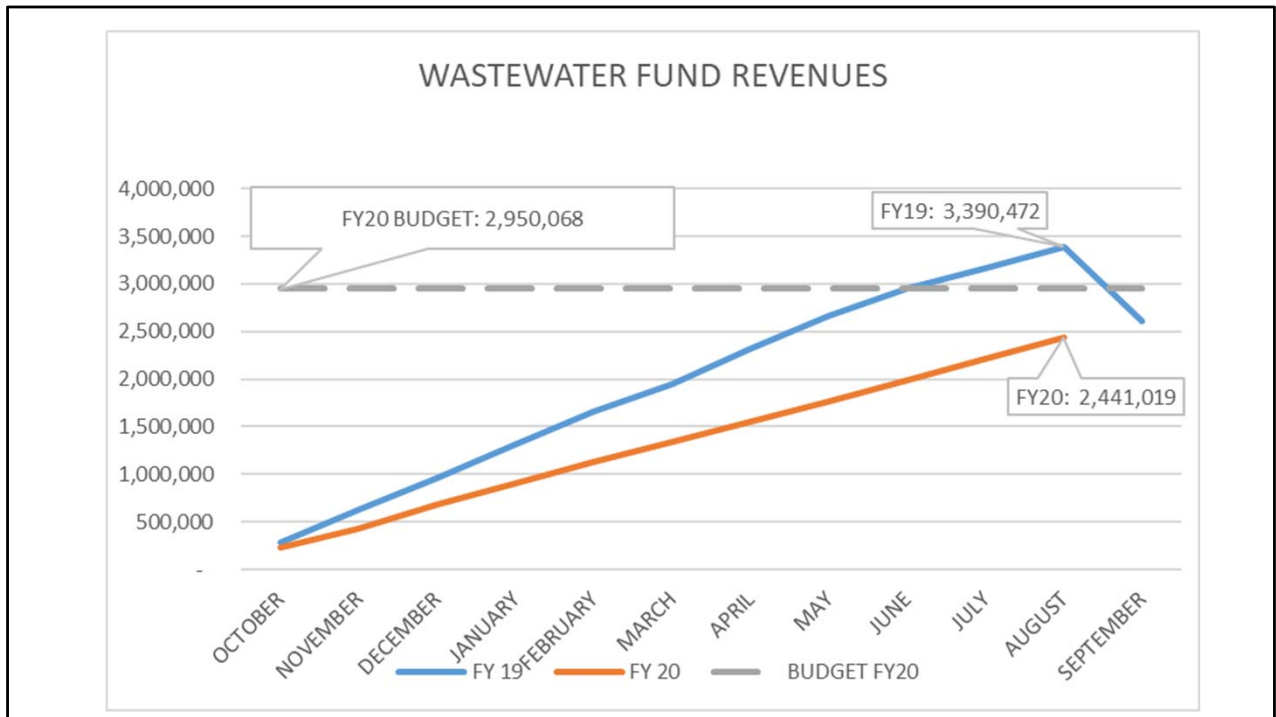


The Water Fund revenues are up \$354,592 (18.7%) FYTD. The increase is due to reimbursement from FEMA for flooding during 2017.

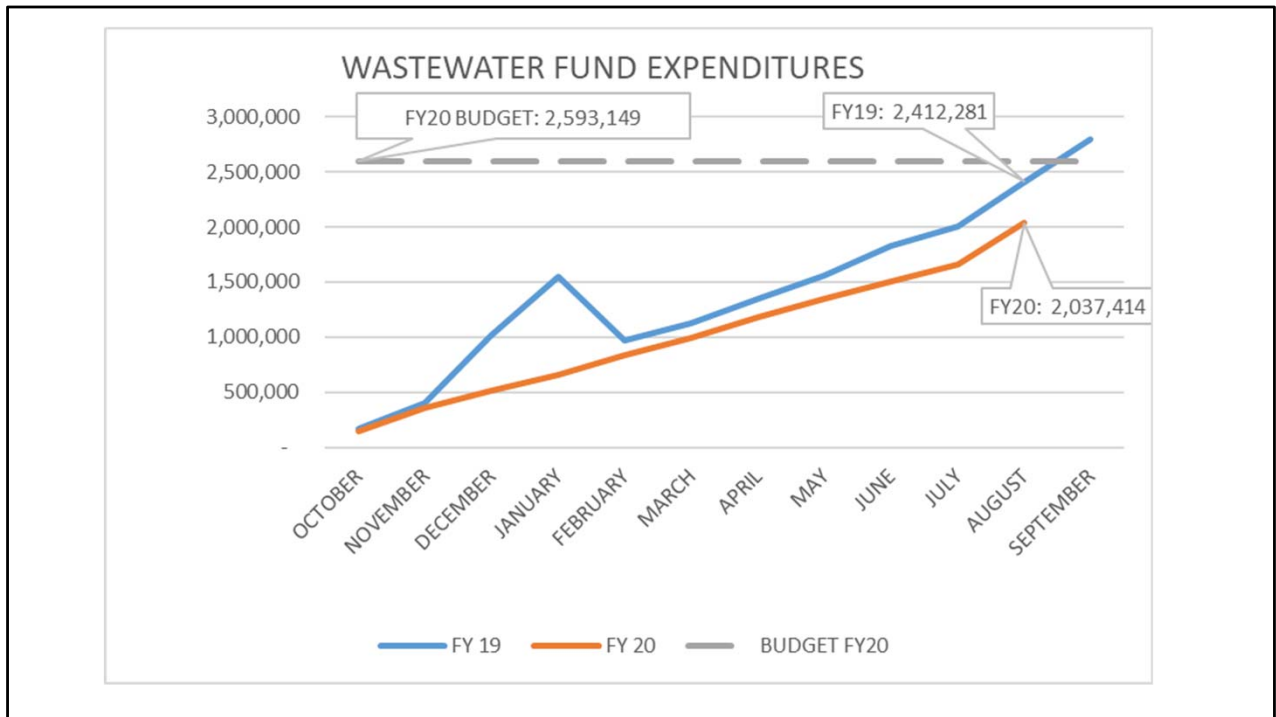


The Water Fund expenditures are down \$176,936 (9.9%) FYTD due to changes in the timing of inter-fund transfers.



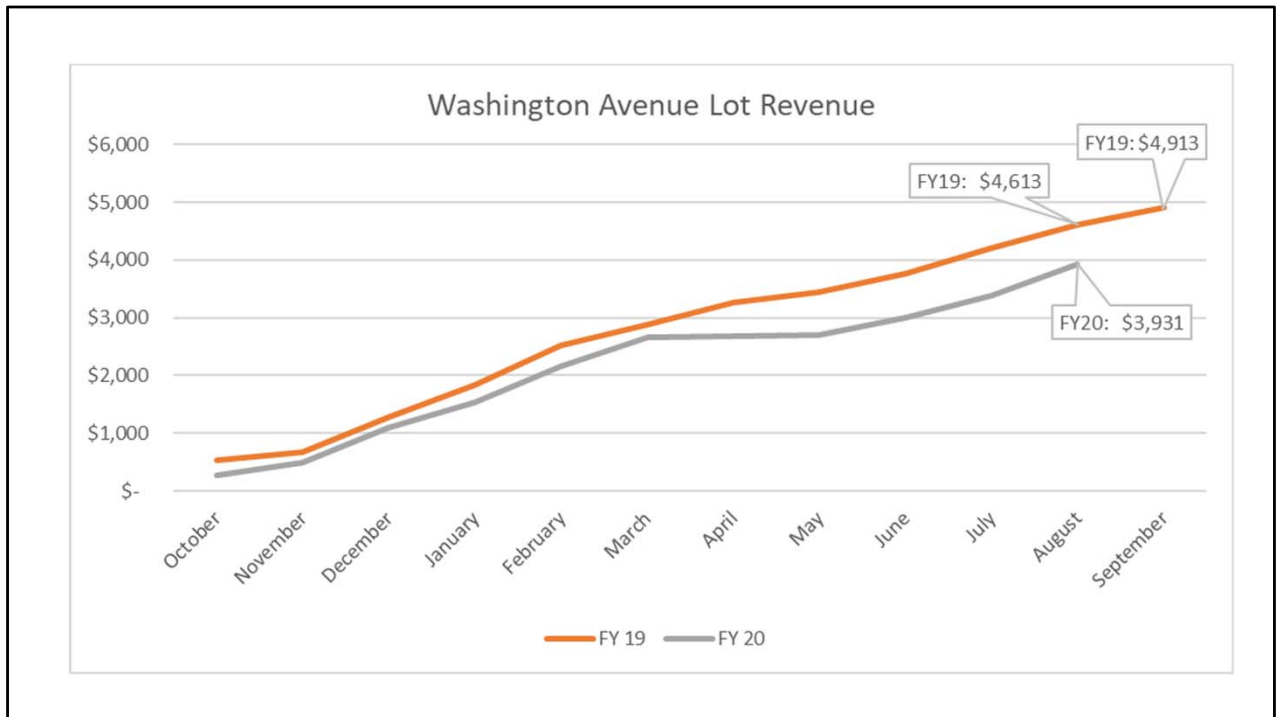


The Wastewater Fund revenues are down \$949,453 (28%) FYTD. This decrease is due to lower reimbursements from the Sun Valley Water and Sewer District for the now complete Headworks project.

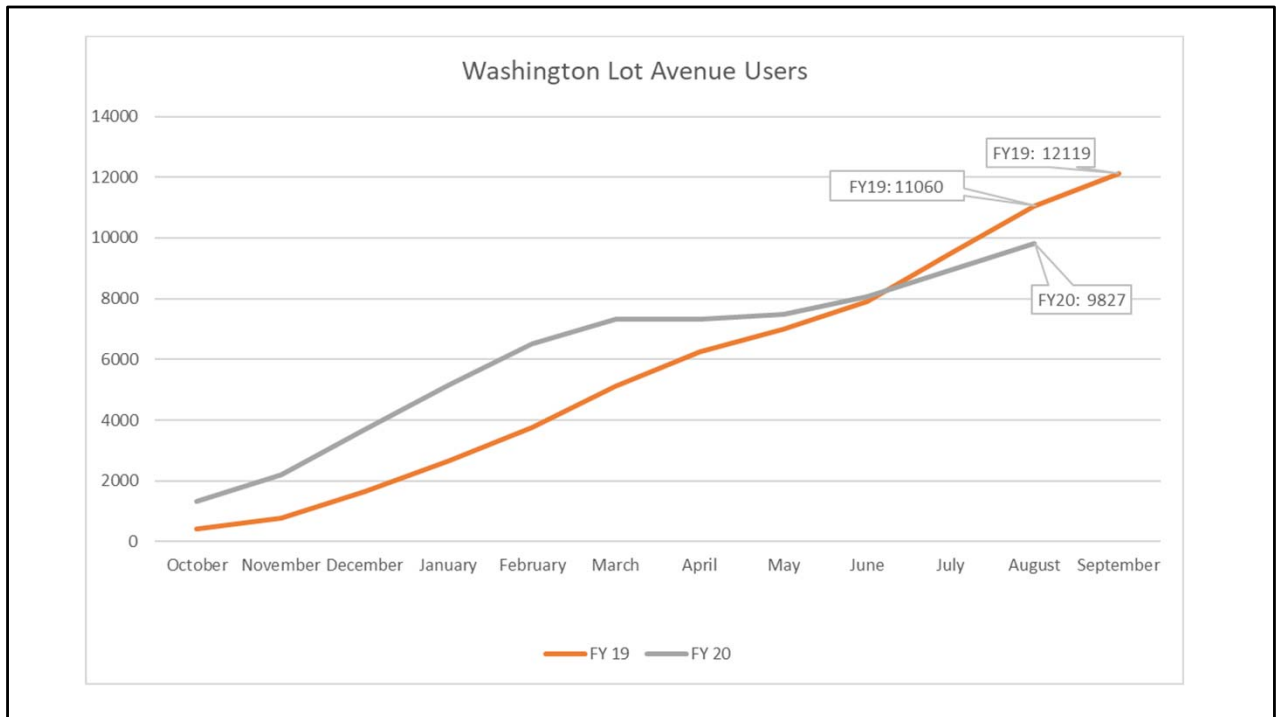


The Wastewater Fund expenditures are down approximately \$374,867 (15.5%) FYTD. The decrease is largely due to lower contracted expenditures in FY20 and also lower inter-fund transfers to the wastewater CIP.

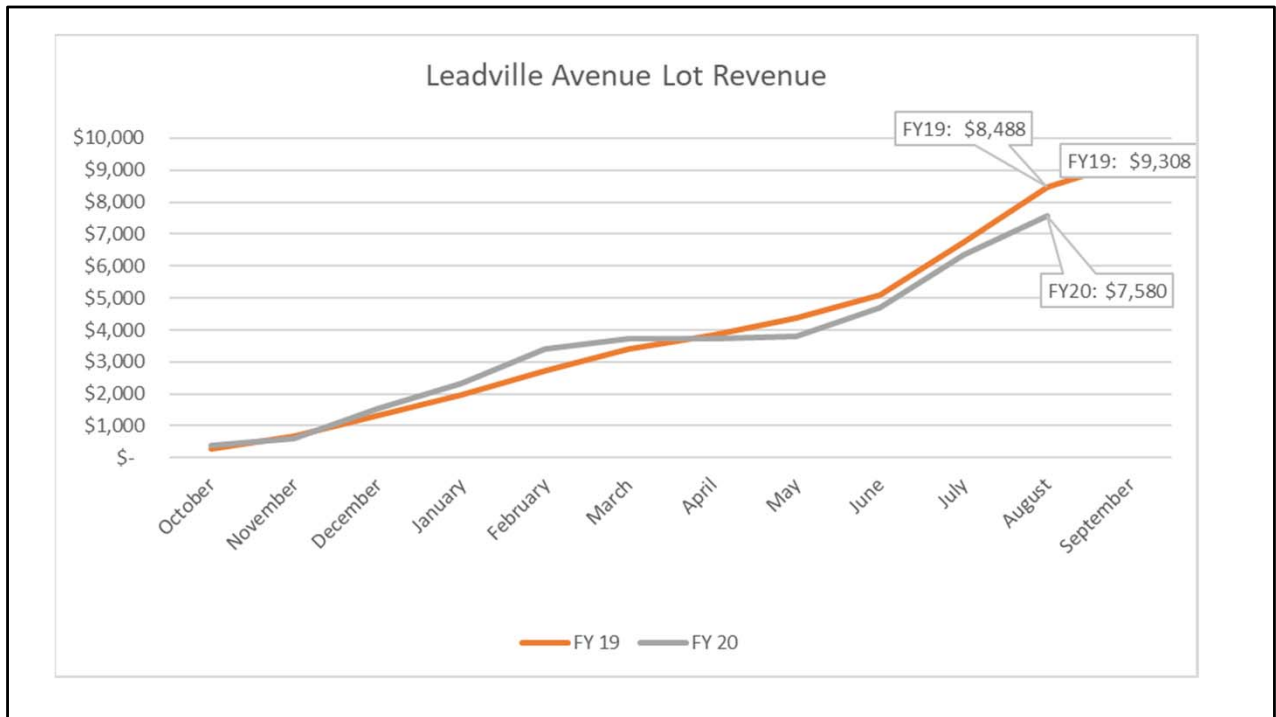
# Off-Street Parking Lots



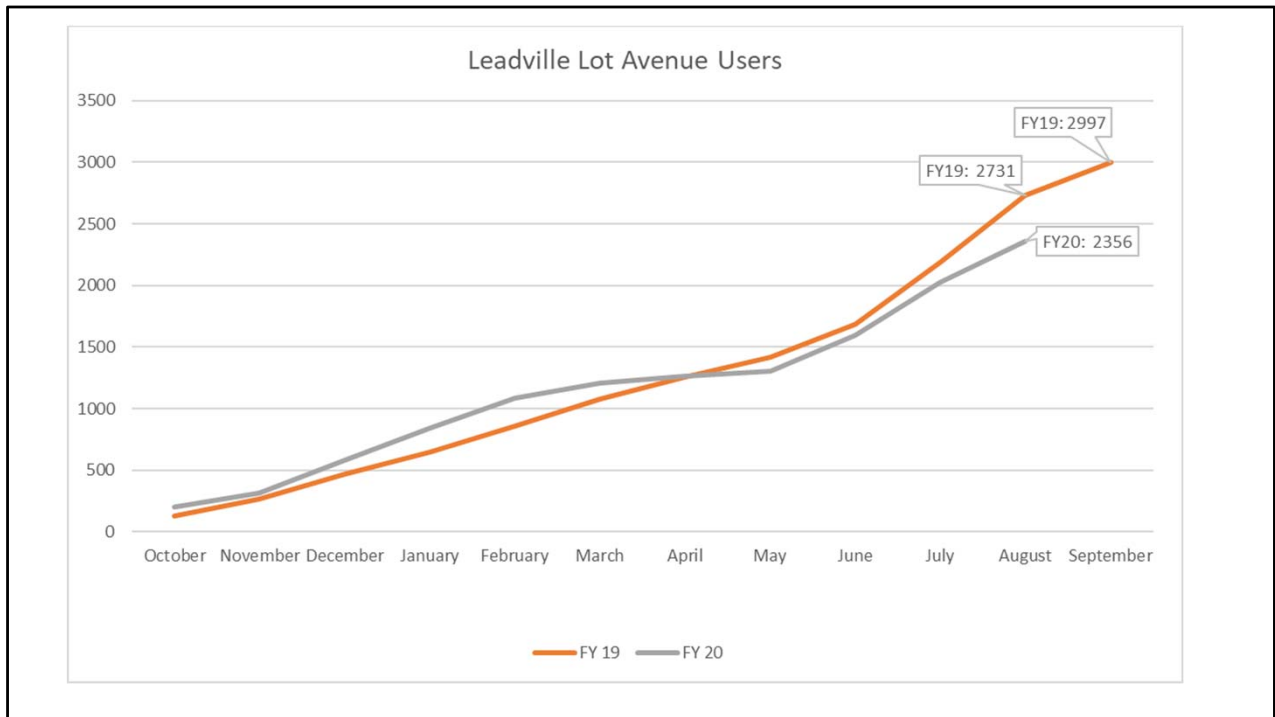
In the fiscal year to date, revenues at the Washington Avenue parking lot are down \$682 (14.8%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Washington Avenue parking lot is down 1,233 (11.1%) relative to the prior year.



In the fiscal year to date, revenues at the Leadville Avenue parking lot are down \$908 (10.7%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Leadville Avenue parking lot is down 375 (13.7%) relative to the prior year.



## City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Adopt Resolution No. 20-022 Appointing Grant Gager to the Mountain Rides Board of Directors**

#### Recommendation and Summary

The Mayor is respectfully recommending that the Ketchum City Council re-appoint Grant Gager to the Mountain Rides Board of Directors using the following motion:

**"I move to adopt Resolution No. 20-022 appointing Grant Gager to the Mountain Rides Transportation Authority Board of Directors for a three-year term ending September 30, 2023."**

The reasons for the recommendation are as follows:

- The City of Ketchum appoints two members on the Mountain Rides Transportation Authority Board of Directors.
- The term of one member will end on September 30, 2020.

#### Introduction and History

Pursuant to the joint powers agreement that established the Mountain Rides Transportation Authority (MRTA), the City of Ketchum is entitled to appoint two members of the Board of Directors. The term of one of the City's positions will end on September 30, 2020.

#### Analysis

Grant Gager, the City of Ketchum Director of Finance and Internal Services, has served on the MRTA Board of Directors since January 2017. Grant began his career in the public transit industry in October 2006 and has been continuously involved with transit agencies since that time in various capacities. Grant's specialization in capital project and equipment procurements is relevant as the MRTA embarks upon the procurement of electric buses over the coming three years.

#### Sustainability Impact

There is no sustainability impact arising from this action.

#### Financial Impact

There is no financial impact arising from this action.

#### Attachments

- Attachment A: Resolution No. 20-022



**RESOLUTION NUMBER 20-022**

**A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL  
APPOINTING GRANT GAGER TO THE MOUNTAIN RIDES TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS FOR A TERM EXPIRING SEPTEMBER 30, 2023**

WHEREAS, the term of one of two seats representing the City of Ketchum on the Mountain Rides Transportation Authority Board of Directors ends on September 30, 2020; and

WHEREAS, Grant Gager was originally appointed to the Mountain Rides Transportation Authority Board of Directors in January 2017, has capably served continuously since that time, and has expressed his interest in continuing to represent the City of Ketchum on the Mountain Rides Board of Directors; and

WHEREAS, Mayor Neil Bradshaw recommends Grant Gager be confirmed by the City Council to serve on the Mountain Rides Board for the soon-to-be vacant three-year term; and

WHEREAS, such term shall expire on September 30, 2023.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum that Grant Gager is hereby appointed to the Mountain Rides Board for a term expiring September 30, 2023.

This Resolution will be in full force and effect upon its adoption this 21<sup>st</sup> day of September 2020.

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

ATTEST:

\_\_\_\_\_  
Robin Crotty, City Clerk



## City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Right-of-Way Encroachment Agreement 20502 for placement of concrete pavers and snowmelt in the City Right-of-Way at 511 River Street**

#### Recommendation and Summary

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

**"I move to authorize the Mayor to sign Encroachment Agreement 20502 with Joseph and Carolyn Reece."**

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 and snow removal within the City ROW

#### Introduction and History

Magleby Construction, on behalf of Joseph and Carolyn Reece, submitted a Right-of-Way Encroachment Permit application for a paver driveway and subsurface snowmelt system within the Right-of-Way on E. River St.

Right-of-Way standards for residential streets 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. Concrete pavers and snowmelt systems are not maintained by the City but may be approved through an encroachment agreement.

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 20502

**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 20502**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and JOSEPH REECE AND CAROLYN REECE, (collectively referred to as "Owner"), whose address is PO BOX 284 SUN VALLEY, ID 83353.

*RECITALS*

WHEREAS, Owner is the owner of real property described as 511 River Street ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of driveway pavers and snow melt, eight (8) feet of roadmix, seven (7) feet grass pavers with drought resistance grass, and the remaining area in the city right consists of drought tolerant landscaping and below grade irrigation in the right-of-way on 511 River Street. 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 511 River Street, located adjacent to the real property described as 511 River Street Ketchum, 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 modifications to the improvements identified in Exhibit A shall be approved by the City of Ketchum prior to any modification 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.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
Joseph Reece

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

By: \_\_\_\_\_  
Carolyn Reece

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Joseph Reece, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Carolyn Reece, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

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

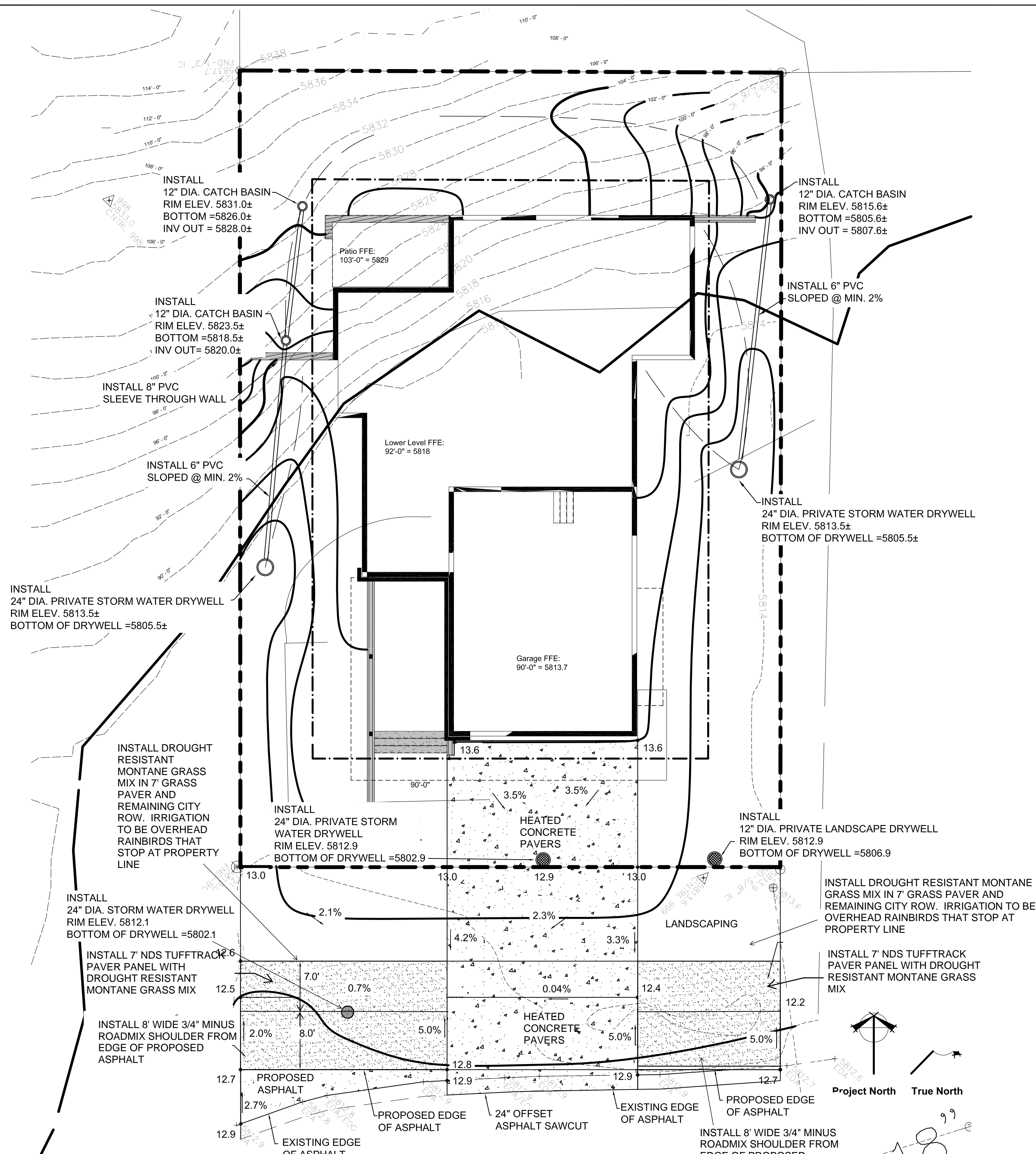
STATE OF IDAHO    )  
                                  ) ss.  
County of Blaine    )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, 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.

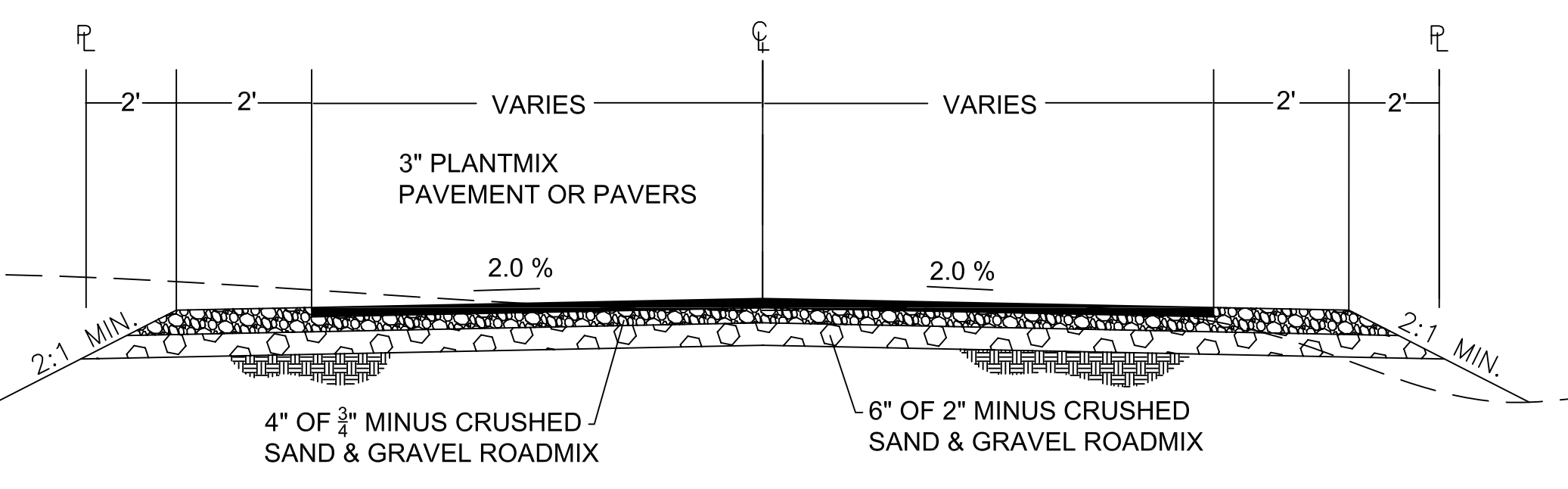
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

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

**EXHIBIT "A"**



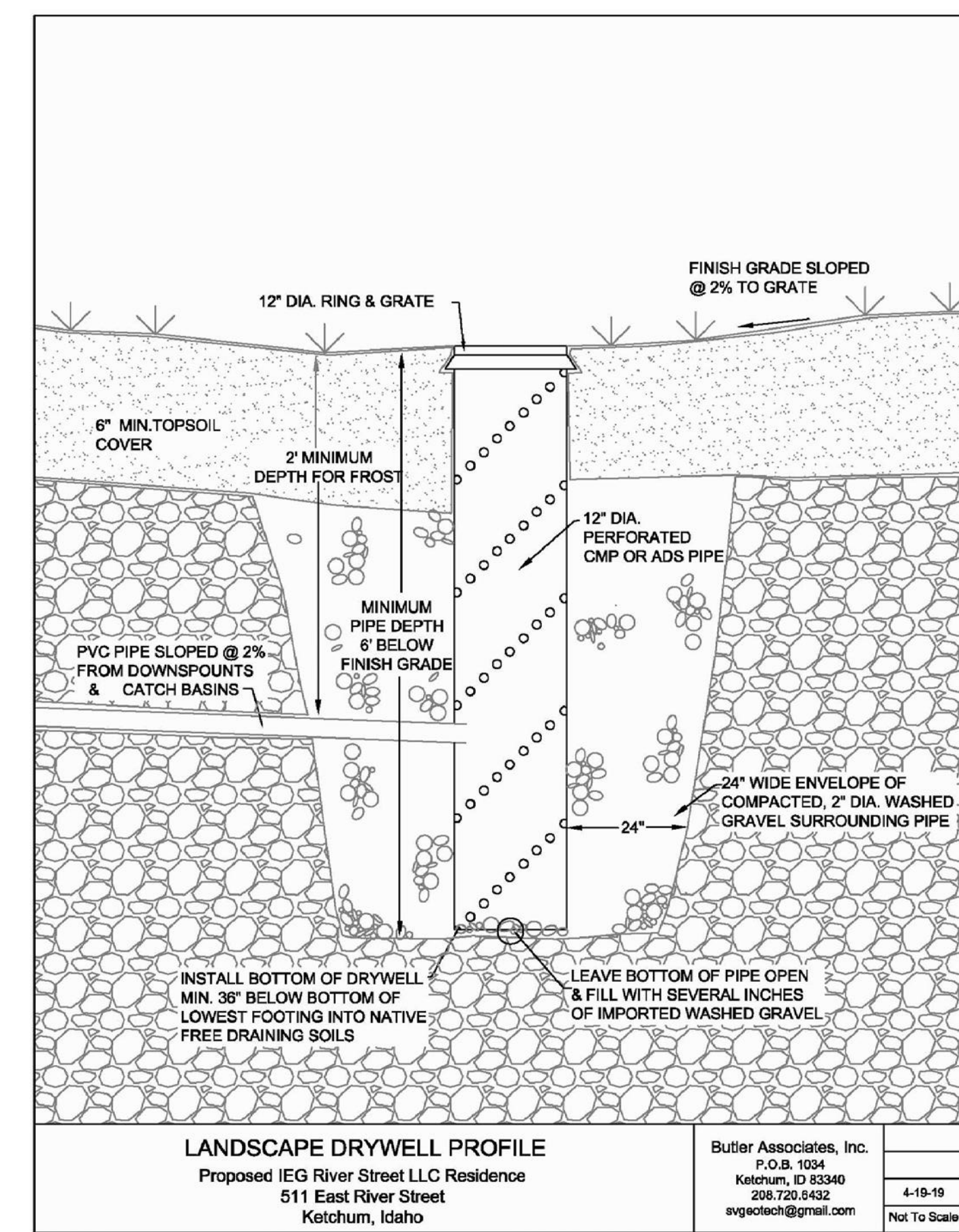
**GRADING SITE PLAN**  
Scale 1" = 10'



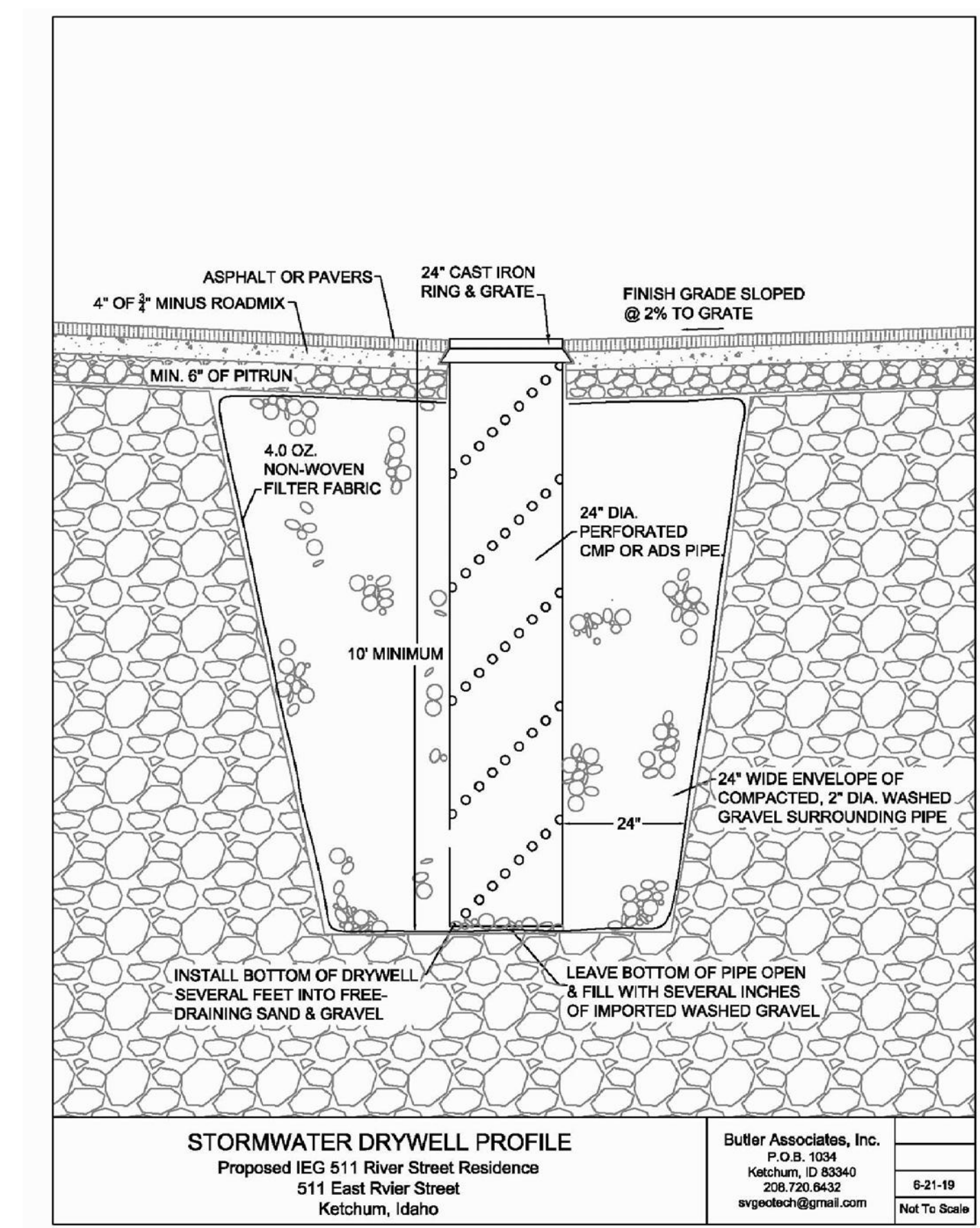
**TYPICAL DRIVEWAY STRUCTURAL CROSS SECTION**  
Not To Scale

- NOTES:**
- SUBGRADE TO APPROVED BY ENGINEER PRIOR TO CONSTRUCTING SUB-BASE

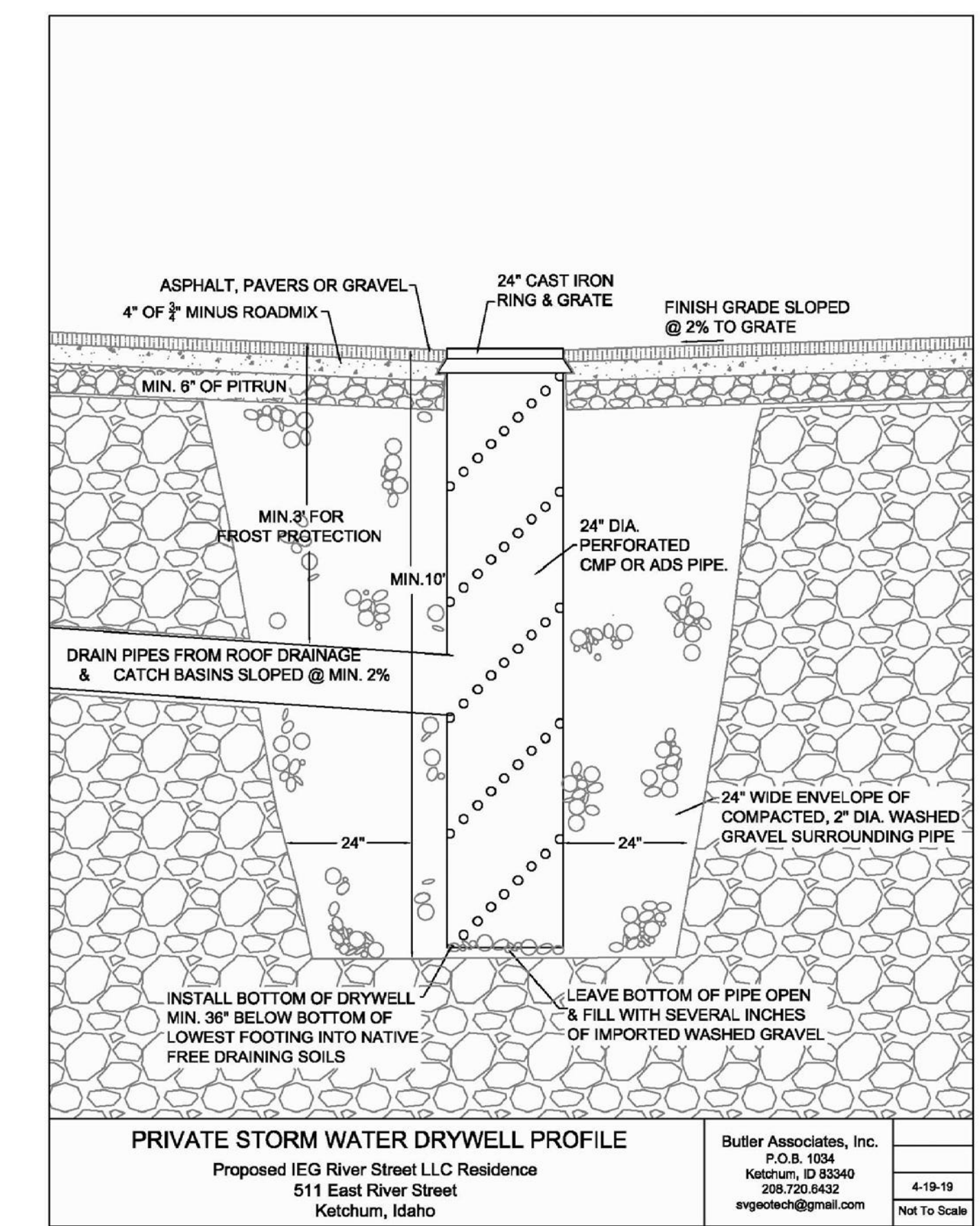
- GRADING PLAN NOTES**
- The contractor is responsible for contacting DIGLINE to locate existing utilities in order to protect all utilities.
  - All drywells shall be located at least 10 feet from existing water mains.
  - Any revisions to the grading plan shall be reviewed by the architect and engineer.
  - The contractor shall contact the Ketchum Street Department before commencing with any work in the right-of-way.
  - All drywells shall extend through fine grain surficial soils and terminate into native free-draining sand and gravel soils.
  - All site surface runoff shall be captured and directed to on-site drywells.
  - 12" Drywells shall be constructed of perforated ADS pipe and capped with a plastic green grate.
  - Drywells shall be terminated at least 2 feet below the lowest footing in native free-draining sand and gravel.
  - The driveway subgrade soils shall be approved by engineer prior to constructing structural road section.
  - All structural fill shall be compacted to at least 95% of the maximum dry density of the material according to ASTM D-698.
  - All trees shall be removed from the right-of-way.
  - The Ketchum Street Department requested the proposed edge of asphalt to be 28' from the property line despite what is indicated on the survey.



**LANDSCAPE DRYWELL PROFILE**  
Proposed IEG River Street LLC Residence  
511 East River Street  
Ketchum, Idaho



**STORMWATER DRYWELL PROFILE**  
Proposed IEG 511 River Street Residence  
511 East River Street  
Ketchum, Idaho



**PRIVATE STORM WATER DRYWELL PROFILE**  
Proposed IEG River Street LLC Residence  
511 East River Street  
Ketchum, Idaho

**C-1**

**GRADING & DRAINAGE PLAN**  
for the  
**IEG RIVER STREET LLC RESIDENCE**  
located on  
511 East River Street  
Prepared for IEG River Street LLC

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**BUTLER ASSOCIATES, INC.**  
Geotechnical & Civil Engineering & Land Planning Consulting  
P.O. Box 1034  
Ketchum, ID 83340  
Office: (208) 720-6432  
Email: svgeotech@gmail.com

---

NO	DATE	BY

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Sheet 1 of 1  
PROJECT PATH AND PRINT DATE  
511 River Street-Grading & Drainage





## City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Cutter Right-of-Way Encroachment Agreement 20507**

#### Recommendation and Summary

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

**"I move to authorize the Mayor to sign Encroachment Agreement 20507 with Edward Cutter."**

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 provide public benefit for snow storage and parking

#### Introduction and History

Bashista Construction, on behalf of Edward Cutter, submitted a Right-of-Way Encroachment Permit application for a dry stack retaining wall, paver driveway, subsurface snowmelt system and a drywell within the Right-of-Way on N Walnut Avenue.

Right-of-Way standards for residential streets 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. Concrete pavers and snowmelt systems are not maintained by the City but may be approved through an encroachment agreement.

Retaining walls are not included in the city's current Right-of-Way standards, staff recommends approval of the improvements due to the steep topography of the site. The retaining wall was located for public benefit by providing room for parking, drainage, and snow storage.

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 20507

**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 20507**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2020, by the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho, and EDWARD CUTTER, (collectively referred to as "Owner"), whose address is PO BOX 7330 KETCHUM, ID 83340.

*RECITALS*

WHEREAS, Owner is the owner of real property described as 820 N Walnut Avenue ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a concrete paver driveway, subsurface snowmelt system, drystack retaining wall, and a drywell within the right-of-way on N Walnut Avenue. 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 820 N Walnut Avnue, 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 modifications to the improvements identified in Exhibit A shall be approved by the City of Ketchum prior to any modification 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.

OWNER:

CITY OF KETCHUM:

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

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

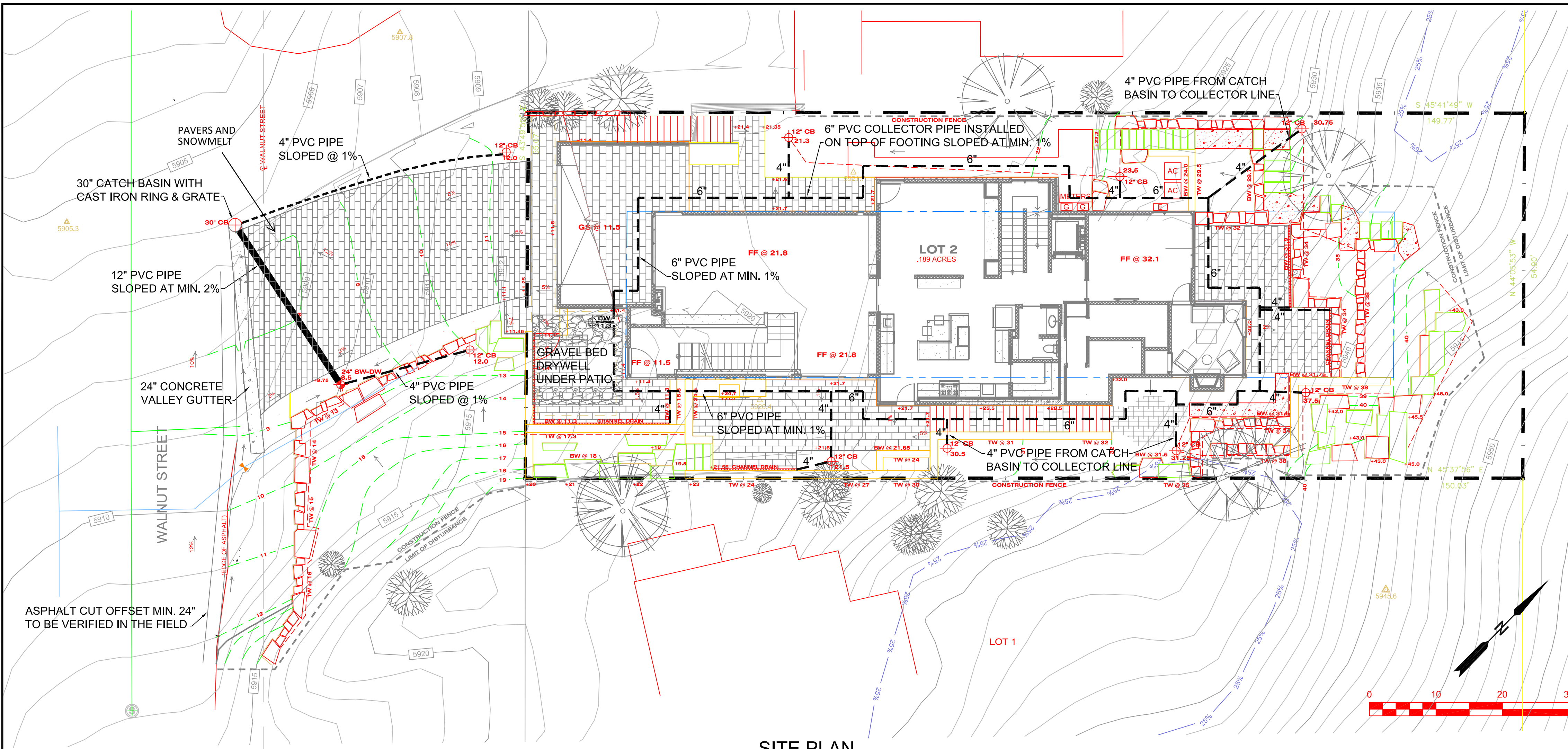
STATE OF IDAHO )  
County of Blaine ) ss.

On this \_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the City Administrator 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.

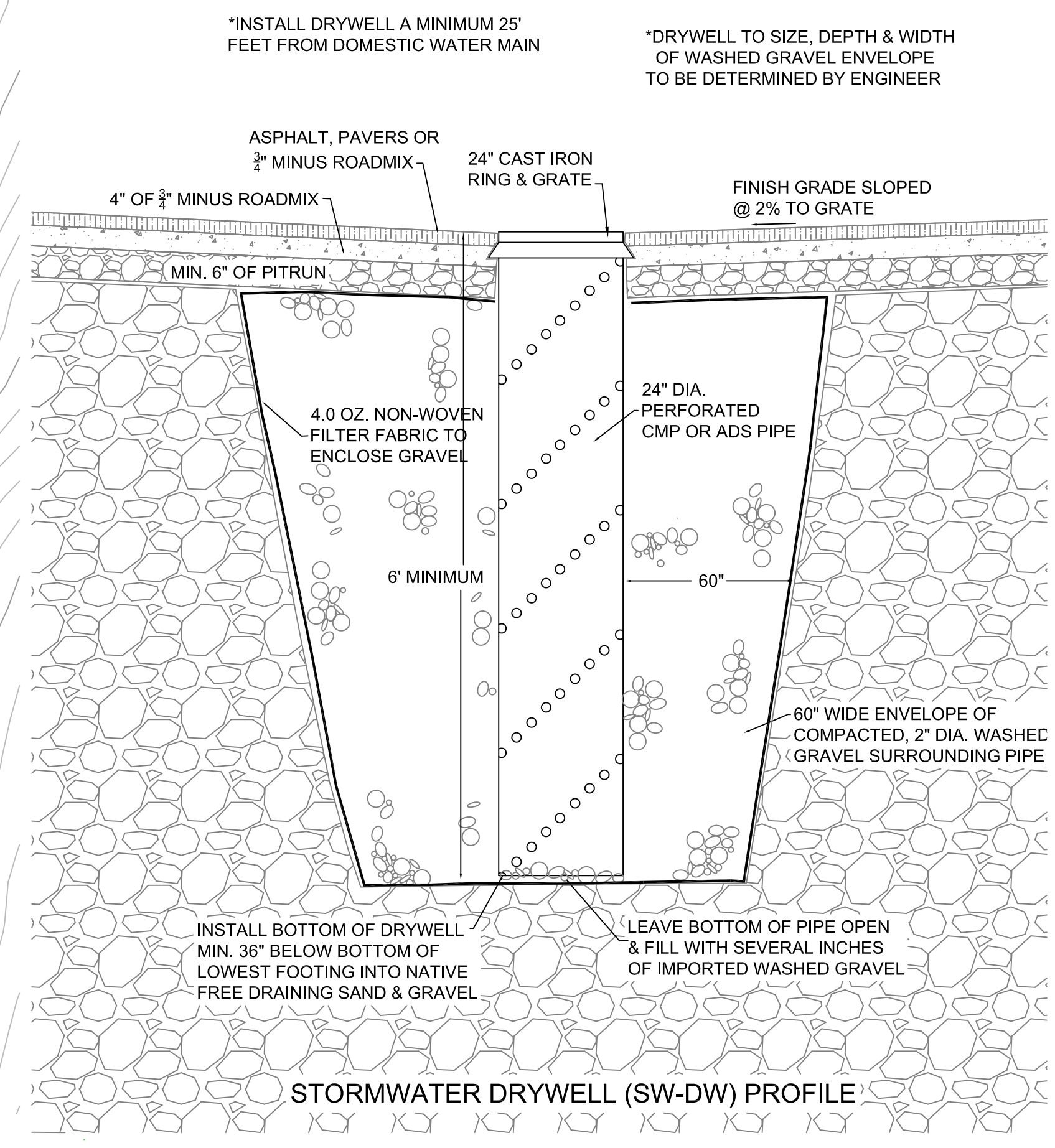
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

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

**EXHIBIT "A"**

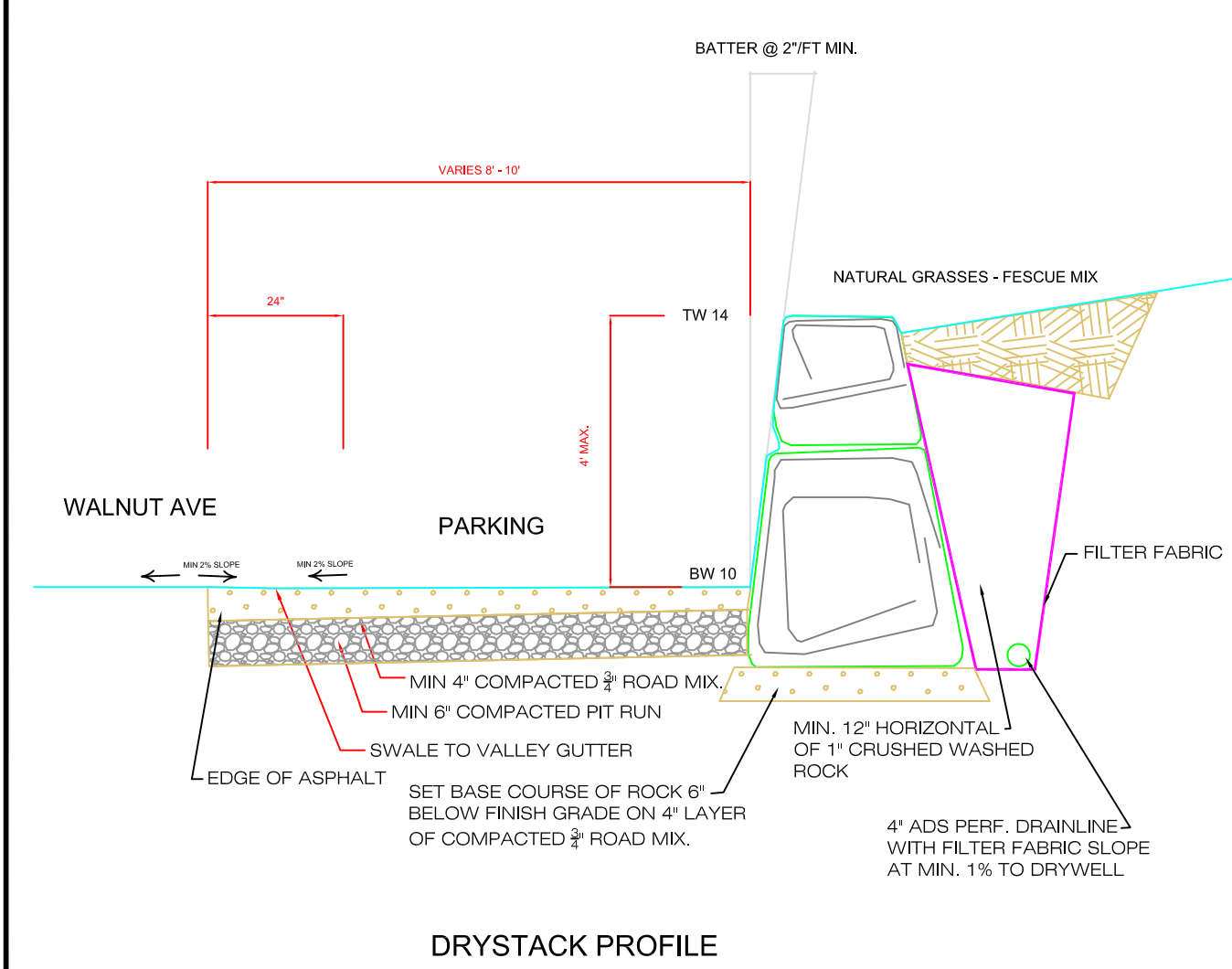


SITE PLAN



STORMWATER DRYWELL (SW-DW) PROFILE

- GRADING & DRAINAGE NOTES**
- The impervious areas consist of patios, walkways and the roof and totals approximately 8,242 s.f.
  - Due to the bedrock encountered during the geotechnical report subsurface investigation all surface runoff shall be collected by catch basins and trench drains and piped to a drywell located under the patio adjacent to the garage.
  - 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 & trench drains. The pipe shall be sloped at a min. of 1% and terminate in the patio drywell.
  - The 13.5' x 13.5' patio drywell shall be constructed at least 5 feet below the patio surface. 3' of soil or structural fill will cover the top of the drywell to support the patio or plantings.
  - See the "Patio Drywell Infiltration System Sizing Worksheet" for drywell dimensions.
  - Runoff from the driveway and Walnut Street 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 "Stormwater Drywell Profile" for drywell dimensions.
  - The contractor is responsible for contacting DigiLine Utility Locate to mark all existing utilities in order to protect all utilities.
  - Any revision during installation of the drainage plan should be reviewed by the engineer.
  - The paver driveway is snowmelted by a hydronic heating system.



DRystack PROFILE

**Catch Basins**

**30" Catch Basin w/ Inlet ISO View**

Oldcastle Precast  
2240 S. Yellowstone Hwy, Idaho Falls, Idaho 83402  
Phone: 208-322-6150 Fax: 208-322-9701  
www.oldcastleprecast.com

File Name: 23079CB01  
Issue Date: 3/2018  
Copyright © 2011

**VALLEY GUTTER**

STANDARD DRAWING NO. SD-708

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION

**Patio Drywell Infiltration System Sizing Worksheet**

The proposed infiltration system consists of a drywell to infiltrate stormwater from 9,214 s.f. of impervious surface including roofs and driveways. The assumed storm duration is 1 hour.

**Onsite Native Soil Infiltration**

Soil Infiltration Rate:	90 in/hr	Assumed T <sub>i</sub> :	15 min
Factor of Safety:	1.5	Intensity (25-yr, 15 min):	0.43 in/hr
Design Infiltration Rate:	60 in/hr	Intensity (25-yr, 1 hr):	1.72 in/hr

**Total Site Infiltration Sizing**

Proposed Impervious Area:	9214 sf
Proposed Impervious Area:	0.21 ac
Runoff Coefficient:	1
25-Year Design Runoff:	0.36 cfs

**Drywell Structure Dimensions**

Drywell Manhole Diameter:	24 in
Drain Rock Thickness:	78 in
Drain Rock Void Ratio:	0.4
Drywell Rim Elevation:	11.00
Lowest Inlet Invert Elevation:	8.00
Depth to Bottom of Drywell:	5.0 ft
Bottom Elevation:	6.00

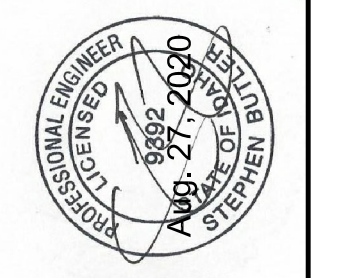
**Drywell Stage-Storage-Discharge**

Drywell Stage (ft)	Water Surface Depth (ft)	Elevation (ft)	Storage in MH (cf)	Storage in Drain Rock (cf)	Total Storage (cf)	Bottom Wetted Area (sf)	Side Wetted Area (sf)	Total Wetted Area (sf)	Drywell Infiltration Flow Rate (cfs)
0.00	5.00	6.00	0.0	0.0	0.0	176.7	0.0	176.7	0.245
0.20	4.80	6.20	0.6	13.9	14.5	176.7	9.4	186.1	0.259
0.40	4.60	6.40	1.3	27.8	29.0	176.7	18.8	195.6	0.272
0.60	4.40	6.60	1.9	41.7	43.5	176.7	28.3	205.0	0.285
0.80	4.20	6.80	2.5	55.5	58.1	176.7	37.7	214.4	0.298
1.00	4.00	7.00	3.1	69.4	72.6	176.7	47.1	223.8	0.311
1.20	3.80	7.20	3.8	83.3	87.1	176.7	56.5	233.3	0.324
1.40	3.60	7.40	4.4	97.2	101.6	176.7	66.0	242.7	0.337
1.60	3.40	7.60	5.0	111.1	116.1	176.7	75.4	252.1	0.350
1.80	3.20	7.80	5.7	125.0	130.6	176.7	84.8	261.5	0.363
2.00	3.00	8.00	6.3	138.9	145.1	176.7	94.2	271.0	0.376

Drywell Design BY: SB DATE: 12/11/17

GRADING & DRAINAGE PLAN for the CUTTER RESIDENCE located on Lot 2, Block 93, Ketchum Townsite Prepared for Ed & Susan Cutter

BUTLER ASSOCIATES, INC. Geotechnical & Civil Engineering & Land Planning Consulting 208 Spruce Ave. N. 83340 P.O. Box 1034, Ketchum, ID 83340 Office: (208) 720-6432 Email: avgeotech@gmail.com



NO	DATE	BY



## City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Right-of-Way Encroachment Agreement 20518 for placement of concrete pavers and snowmelt in the City Right-of-Way at 311 First Avenue**

#### Recommendation and Summary

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

**"I move to authorize the Mayor to sign Encroachment Agreement 20518 with Dave Wilson, Managing Member of Sun Valley and First LLC."**

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 and snow removal within the City ROW

#### Introduction and History

The project located at 311 First Avenue is currently under construction. As part of the project, the applicant proposed, and the city approved, the placement of concrete pavers and snow melt within the sidewalk and bulb-out around the project. In addition, a bench is proposed at the corner bulb-out.

These improvements will improve pedestrian safety and access during the winter. Because the sidewalk materials and snowmelt cannot be reasonably maintained by the city, the property owner will be responsible for repair and maintenance. Concrete pavers and snowmelt systems are not maintained by the City but may be approved through an encroachment agreement.

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 20518

**WHEN RECORDED, PLEASE RETURN TO:**

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

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**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20518**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of 2020, by and between CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Sun Valley & First, LLC, an Idaho limited liability company, (collectively referred to as "Owner"), whose address is P.O.Box 6770, Ketchum Idaho, 83340.

*RECITALS*

WHEREAS, Owner is the owner of real property described as 311 First Avenue ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to place pavers, snow melt and a bench within the public right-of-way, and such 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 install and maintain the Improvements identified in Exhibit "A" within the public rights-of-way of First Avenue and Sun Valley Road located adjacent to the real property described as 311 First Avenue, Ketchum, Idaho, for so long as Owner maintains said Improvements in a good repair and in a safe manner, and unless and until Ketchum requires the removal of all or some part of the Improvements to complete modifications to the public right of way.

2. In the event repairs are necessary to any of the Improvements (pavers, snow melt and the bench), Owners shall promptly complete such repairs and in any event shall commence repairs within 48 hours of the City requesting a repair be made.

3. Owner shall remove the bench during winter (November 1 to May 1, unless otherwise permitted by Ketchum) to ensure there is adequate pedestrian access and area for snow storage.

4. In the event (1) Owner fails to cure any breach in its obligation to maintain the Improvements as required herein after being provided written notice by Ketchum



specifically identifying the breach, within thirty days of such notice, or (2) Ketchum needs to make modifications to the public right of way which necessitate the remove of the Improvements, Ketchum may cancel or reduce the scope of this Agreement by providing written notice to Owner, in which event Owner shall commence removal of of the Improvements, or such portion of the Improvements as requested by Ketchum, at its sole expense.

5. 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.

6. 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.

7. 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.

8. 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. Ketchum acknowledges and agrees that Owner will assign its rights and obligations under this Agreement to the Owners Association created to maintain and operate the condominium development located on the Subject Property.

9. 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.

10. 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.

11. 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.

12. 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.

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

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

OWNER:

CITY OF KETCHUM:

Sun Valley and First LLC

By: \_\_\_\_\_  
Dave Wilson, Managing Member

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

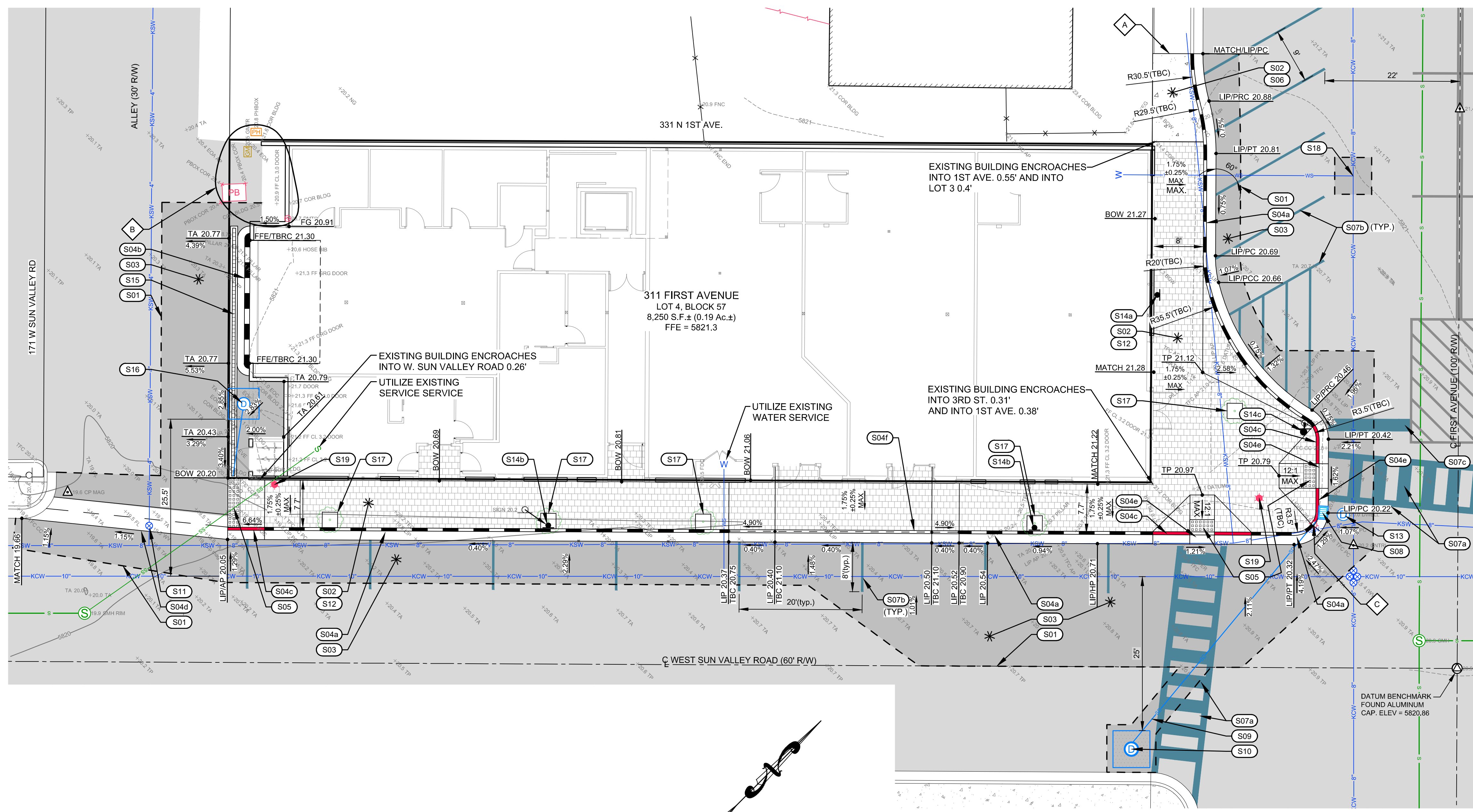
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robin Crotty  
City Clerk



**EXHIBIT "A"**



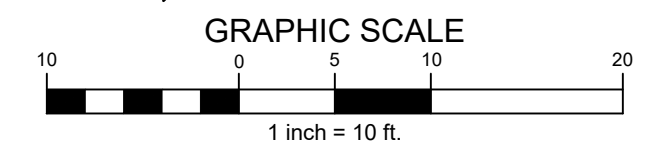
**CONSTRUCTION KEYNOTES**

- (S01) SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- (S02) REMOVE AND DISPOSED OF EXISTING CURB, GUTTER, & SIDEWALK.
- (S03) CONSTRUCT/REPAIR ASPHALT. SEE DETAIL 1 / C2.0.
- (S04) CONSTRUCT CONCRETE CURB
  - a. 6" CONCRETE VERTICAL CURB AND GUTTER PER DETAIL 4 / C2.0.
  - b. 6" CONCRETE ROLLED CURB AND GUTTER PER DETAIL 5 / C2.0.
  - c. CURB TRANSITION PER DETAIL 3 / C2.0.
  - d. 4" WIDE CONCRETE VALLEY GUTTER PER IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION STANDARD DETAIL SD-708.
  - e. ZERO REVEAL CURB AND GUTTER PER DETAIL 3 / C2.0.
  - f. CONCRETE VERTICAL CURB AND GUTTER WITH VARIABLE REVEAL PER DETAIL 12 / C2.0.
- (S05) CONSTRUCT ADA COMPLIANT PEDESTRIAN RAMP. INSTALL TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 13 / C2.0.
- (S06) CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 2 / C2.0.
- (S07) INSTALL ROAD STRIPING / PAINT. OBLITERATE PREVIOUS PAVEMENT MARKINGS AS NECESSARY.
  - a. WHITE CROSSWALK STRIPING (12'x24' WIDE).
  - b. WHITE ASPHALT PARKING STRIPING (4' WIDE). MATCH CITY PATTERNS.
  - c. WHITE CROSSWALK / STOP BAR STRIPING (24' WIDE).
- (S08) INSTALL CATCH BASIN PER DETAIL 8 / C2.0. RIM ELEV = 5820.0
  - \*\*INV. IN = SEE KEYNOTE S13. IF CONNECTING TO OLD DRYWELL WATER IS TO FLOW FROM OLD DRYWELL INTO NEW CATCH BASIN, THEN INTO NEW DRYWELL. S10.
  - \*\*INV. OUT = IF CONNECTING TO OLD DRYWELL SET INV OUT 0.1' LOWER THAN THE INVERT IN. IF NO CONNECTION TO OLD DRYWELL SET INVERT A MINIMUM OF 0.1' LOWER THAN THE RIM ELEVATION.
  - THE MINIMUM INVERT OUT SHALL BE 3.0' LOWER THAN THE RIM ELEVATION IN EITHER CASE.
- (S09) INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 10 / C2.0 FOR POTABLE AND NON-POTABLE WATER LINE SEPARATION AND DETAIL 7 / C2.0 FOR TRENCHING.
- (S10) CONSTRUCT DRYWELL. SEE DETAIL 9 / C2.0. RIM = MATCH EXISTING ASPHALT ELEVATION. INV. IN = TBD (SEE KEYNOTES S08 & S13).
- (S11) RELOCATE GATE VALVE OUT OF VALLEY GUTTER. COORDINATE WORK WITH CITY OF KETCHUM WATER DEPARTMENT.
- (S12) CONSTRUCT PAVEMENT SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 6 / C2.0.
- (S13) POSSIBLE STORM DRAIN INLET DIVERSIONS FROM EXISTING DRYWELL.
  - RIM = 5820.25
  - \*\*CHECK TO SEE IF DRYWELL HAS CATCH BASINS CONNECTED TO IT.
  - IF NO:
    - FILL AND ABANDON DRYWELL IN PLACE. REMOVE GRADE RINGS. CAST IRON RING AND GRATE.
  - IF YES:
    - DETERMINE LOWEST INLET ELEVATION. INSTALL OUTLET TO NEW CATCH BASIN. SET OUTLET 0.1' LOWER.
- (S14) RELOCATE/INSTALL SIGN.
  - a. TIME RESTRICTIVE SIGN MOUNTED ON TYPICAL SIGN BASE AND POST. SEE DETAIL 16 / C2.0.
  - b. TIME RESTRICTIVE SIGN MOUNTED ON TREE GUARD.
  - c. STOP / STREET SIGN MOUNTED ON TYPICAL SIGN BASE AND POST. SEE DETAIL 16 / C2.0.
- (S15) INSTALL TRENCH DRAIN. SEE DETAIL 11 / C2.0. CONNECT TO DRYWELL.
- (S16) CONSTRUCT DRYWELL. SEE DETAIL 14 / C2.0. RIM = 5820.67. CONNECT ROOF DRAINS AND TRENCH DRAIN TO DRYWELL.
- (S17) INSTALL NEW TREES AND TREE GRATES. SEE DETAIL 15 / C2.0.
- (S18) WATER SERVICE TO BE ABANDONED IN PLACE. LOCATE CONNECTION AT WATER MAIN. DISCONNECT, AND SHUT OFF CURB STOP. REPAIR ROAD PER DETAIL 7 / C2.0.
- (S19) INSTALL 15" STREET LIGHT PER CITY OF KETCHUM STANDARDS. APPROXIMATE LOCATION SHOWN. MATCH EXISTING LINES AND GRADES.
  - A RETAIN AND PROTECT DRY UTILITIES (POWER, GAS, COMMUNICATIONS). INSTALL BOLLARDS IF NECESSARY.
  - B REMOVE EXISTING STREET LIGHT.

**LEGEND**

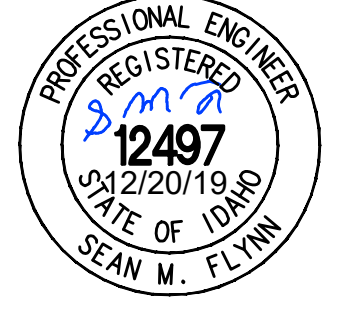
- | EXISTING ITEMS | PROPERTY LINE                 | AP = Angle Point             |
|----------------|-------------------------------|------------------------------|
| ---            | Adj. Property Line            | BEG = Beginning              |
| ---            | Centerline                    | BOW = Back of Walk           |
| ---            | FDAC = Found Aluminum Cap     | CO = Curb Cut                |
| ---            | CNTL = Survey Control         | COR = Corner                 |
| ---            | S Contour Interval            | EOA = Edge of Asphalt        |
| ---            | T Contour Interval            | EOP = Edge of Concrete       |
| ---            | Curb & Gutter                 | EOP = Edge of Pavement       |
| ---            | FNC = Fence Line              | FFE = Finished Floor @ Entry |
| ---            | BLDG = Building               | LIP = Lip of Gutter          |
| ---            | Asphalt                       | NG = Natural Ground          |
| ---            | Concrete Sidewalk             | POC = Point on Curve         |
| ---            | Road Overhang                 | PRC = Point of Reverse Curve |
| ---            | Sign                          | TA = Top of Asphalt          |
| ---            | Gas Meter                     | TBC = Top Back of Curb       |
| ---            | Telephone Riser               | TBR = Top Back of Curb       |
| ---            | Overhead Power Line           |                              |
| ---            | Light                         |                              |
| ---            | Power Box                     |                              |
| ---            | Power Meter                   |                              |
| ---            | Power Pole                    |                              |
| ---            | Guywire                       |                              |
| ---            | Sewer Main                    |                              |
| ---            | Sewer Manhole                 |                              |
| ---            | Sewer Service                 |                              |
| ---            | DWELL = Dry Well              |                              |
| ---            | Water Valve                   |                              |
| ---            | Ketchum City Water Line (10") |                              |
| ---            | Ketchum City Water Line (8")  |                              |
| ---            | Ketchum Spring Line (6")      |                              |
| ---            | Ketchum Spring Line (4")      |                              |
| ---            | Water Service                 |                              |
| ---            | Hose Bib                      |                              |
| ---            | Road Paint                    |                              |

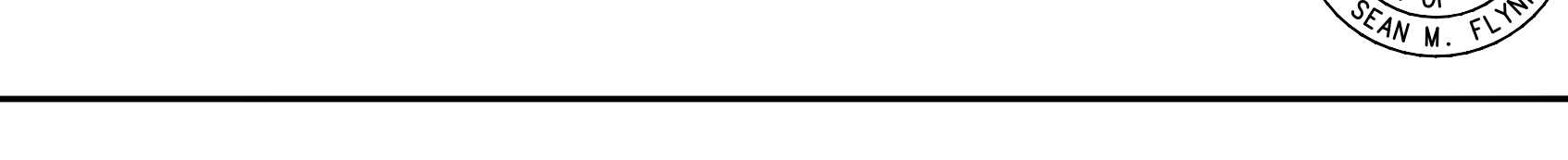
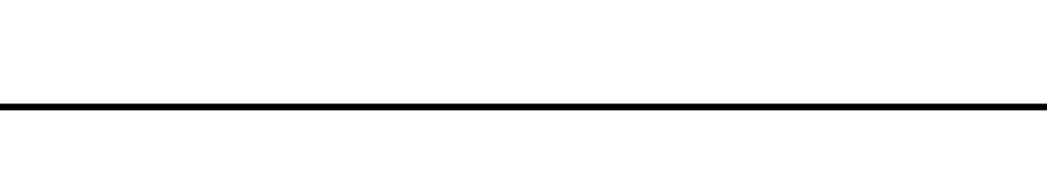
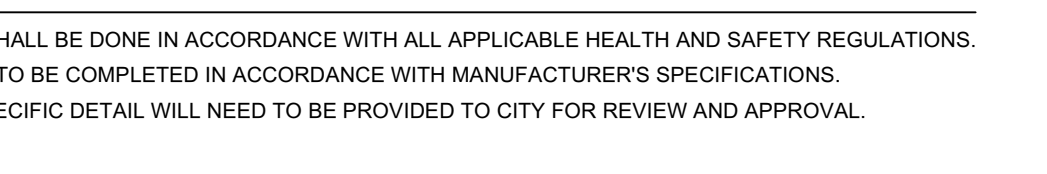
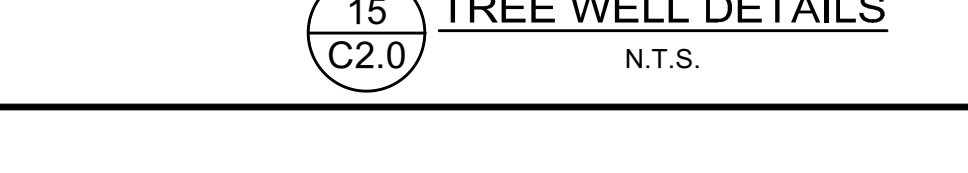
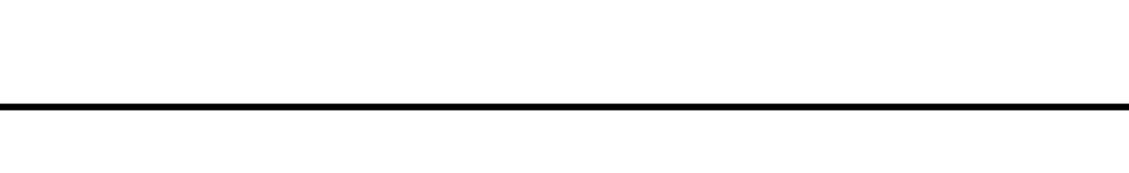
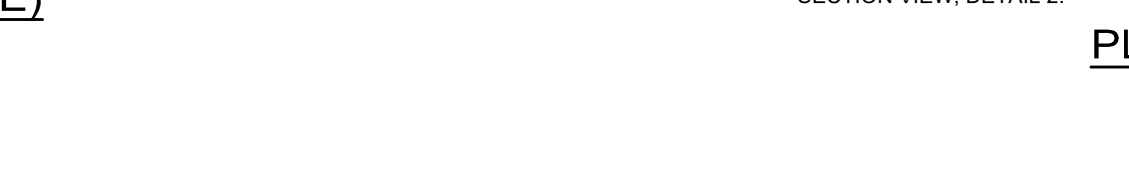
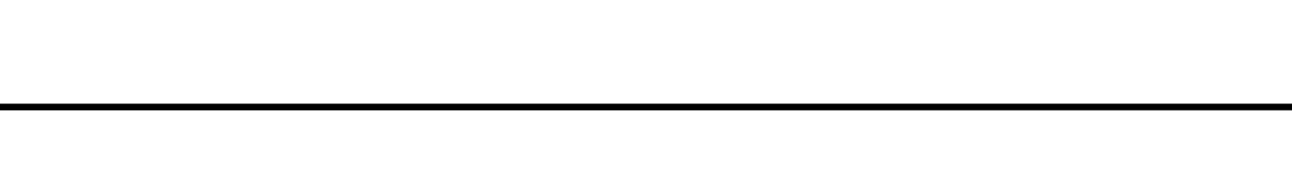
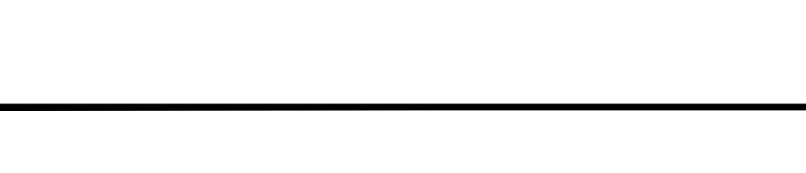
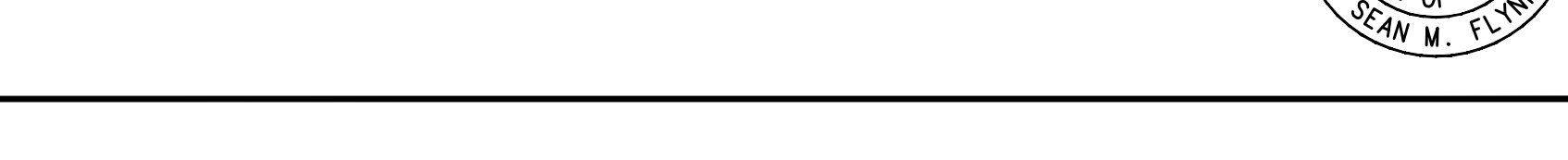
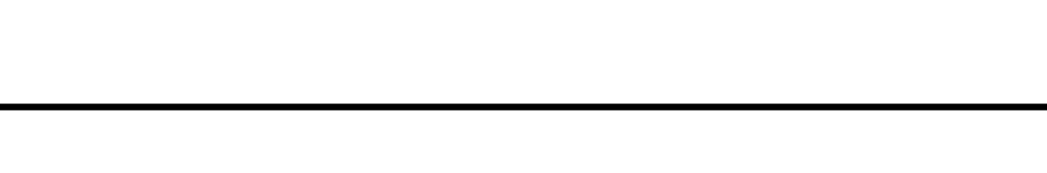
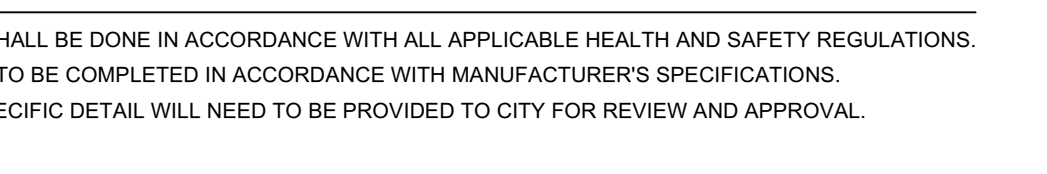
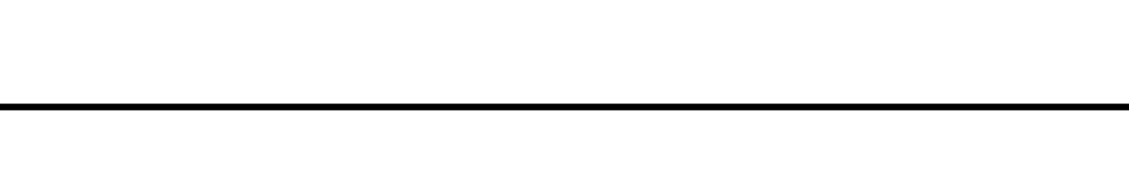
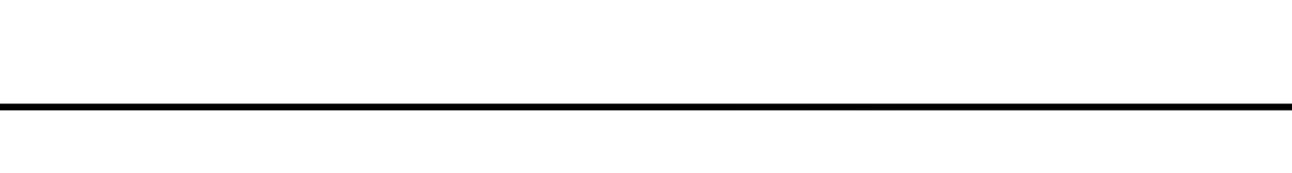
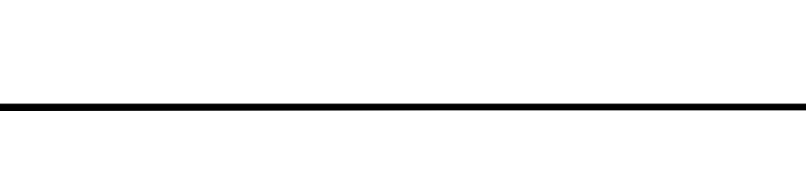
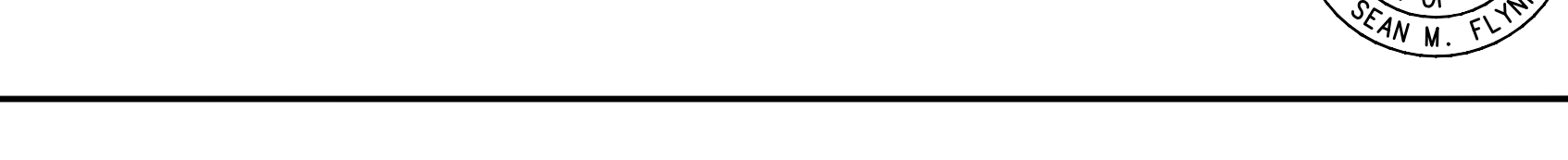
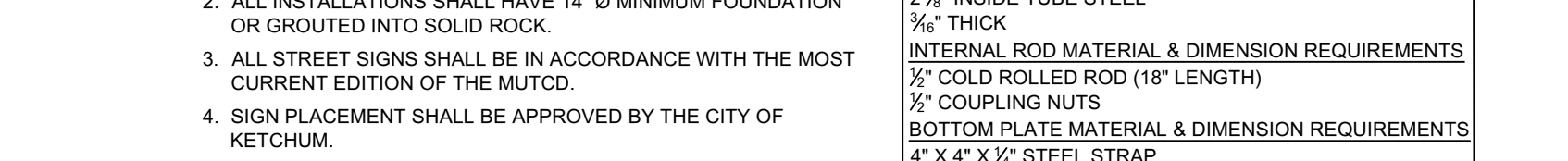
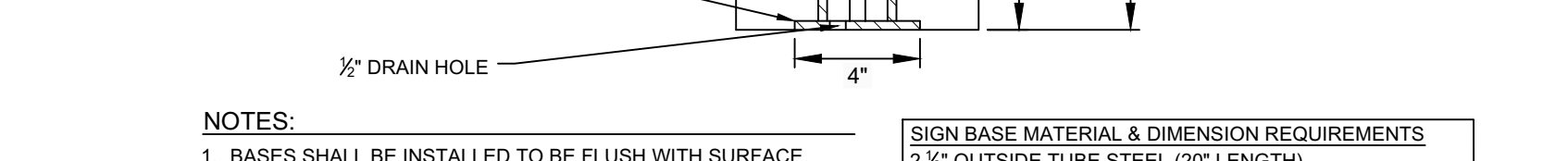
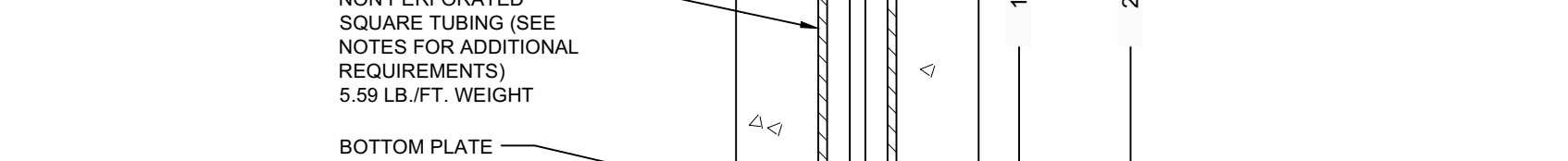
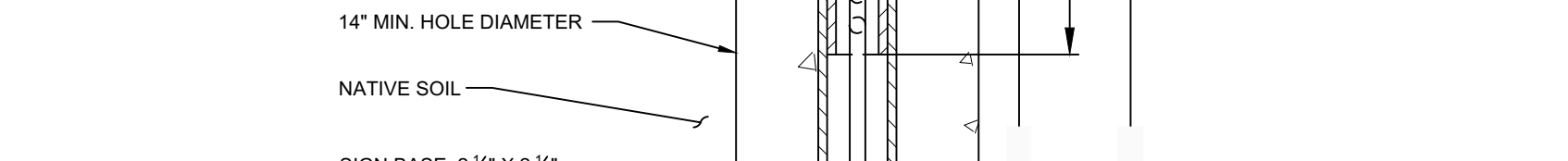
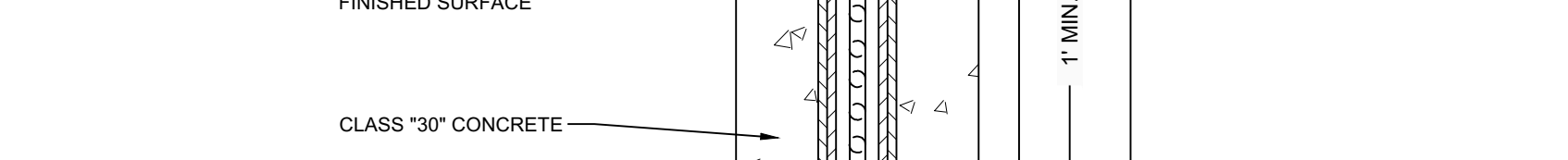
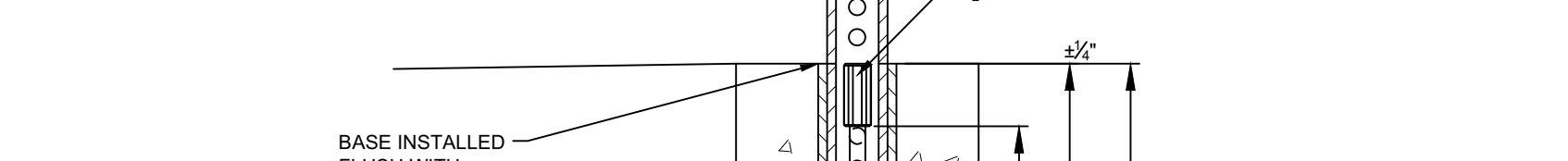
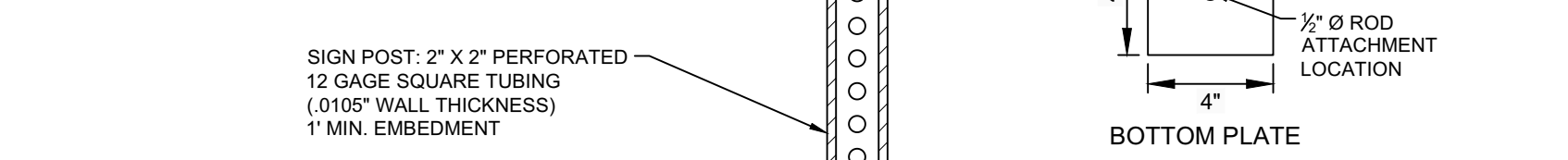
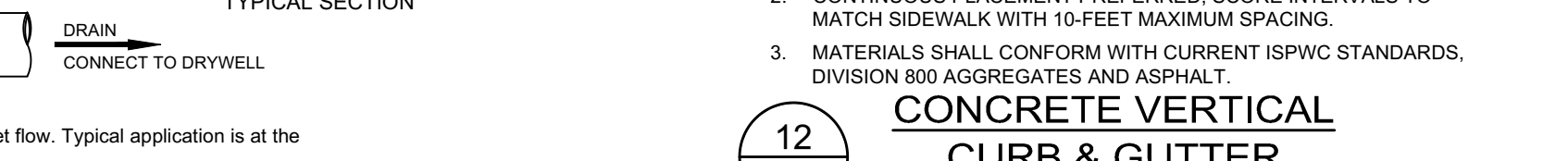
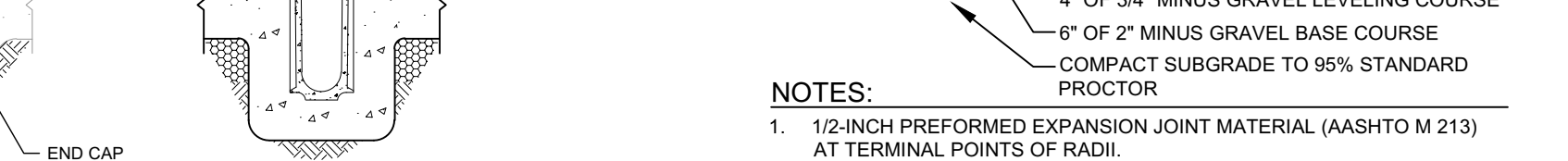
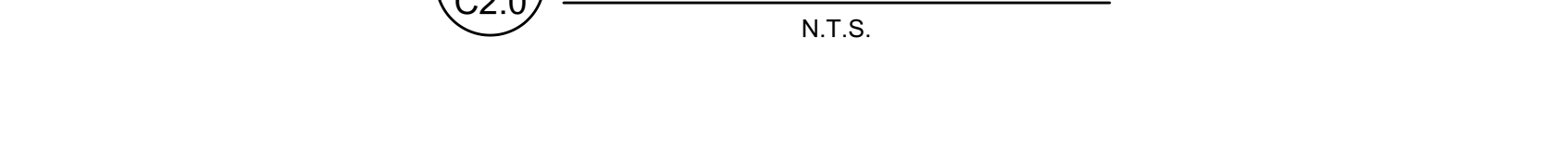
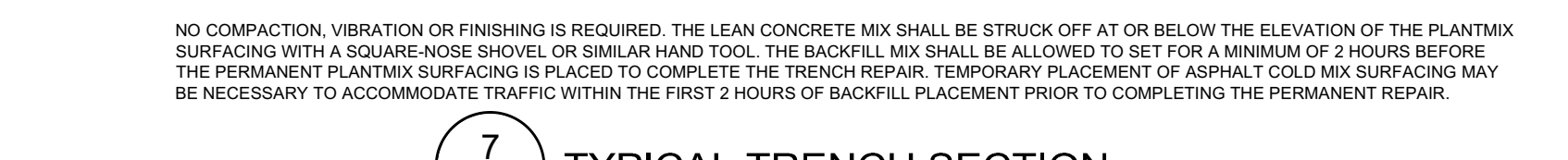
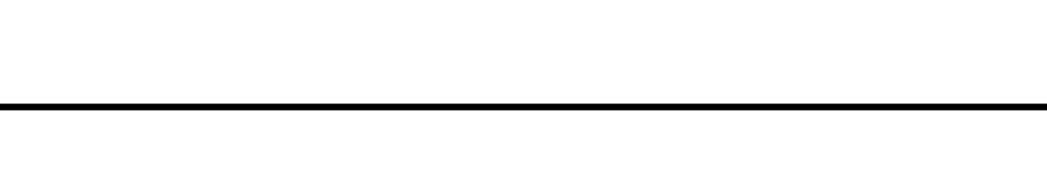
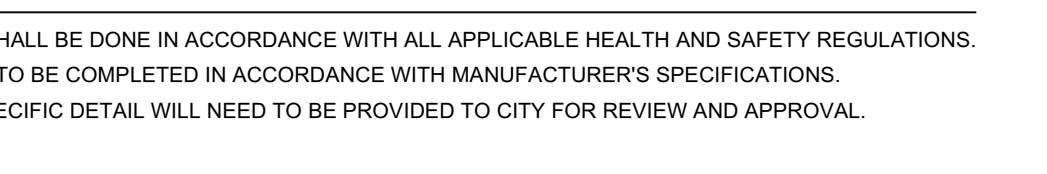
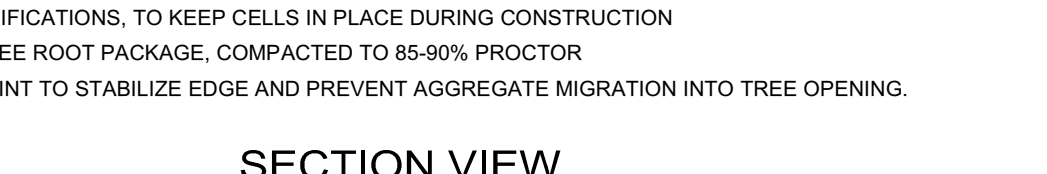
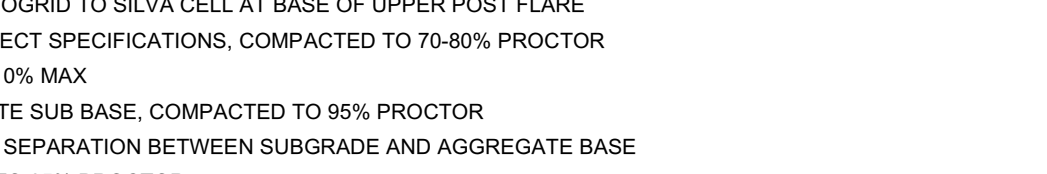
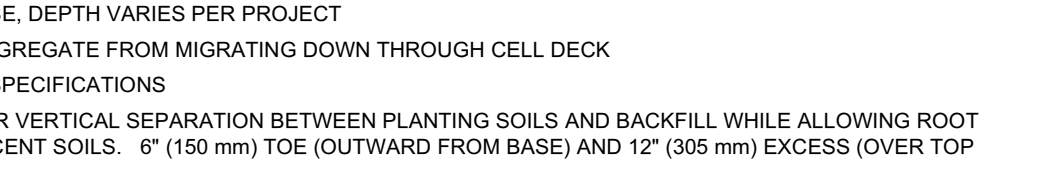
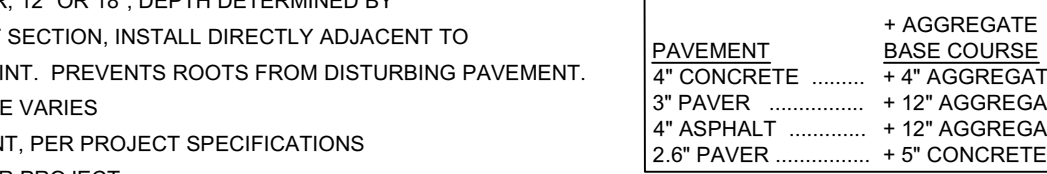
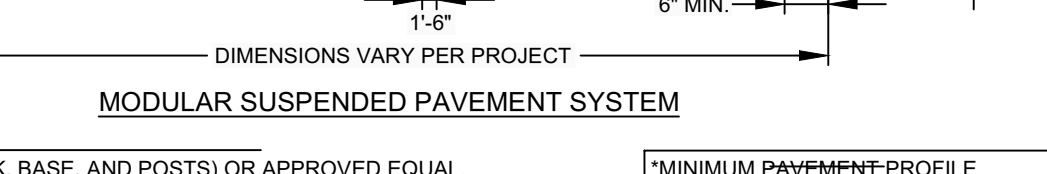
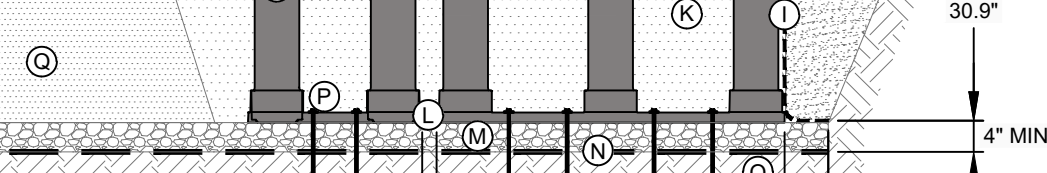
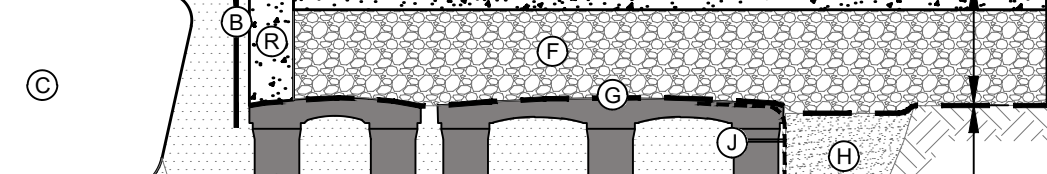
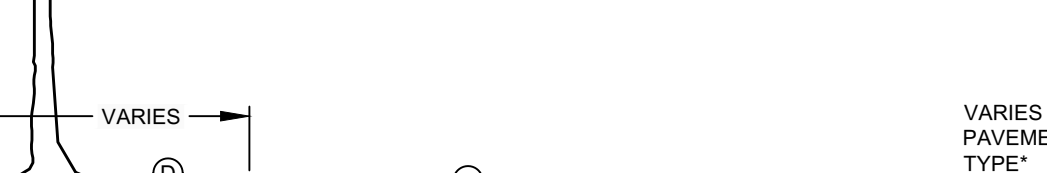
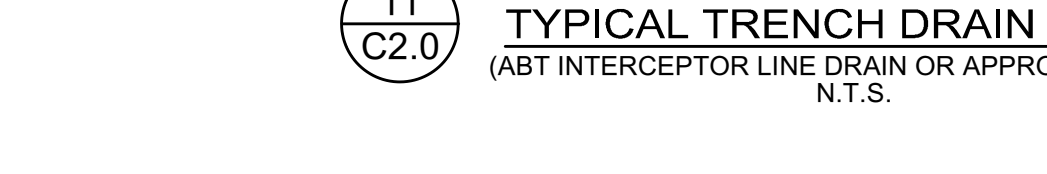
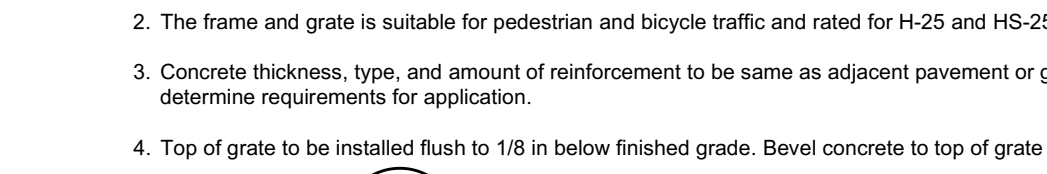
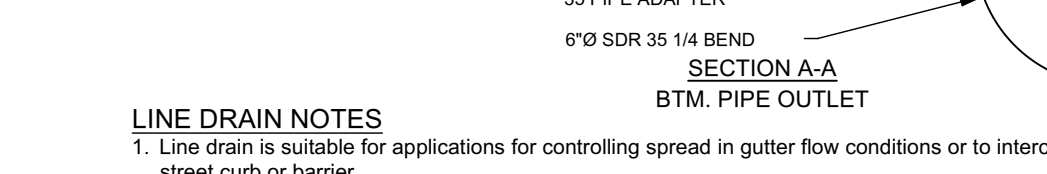
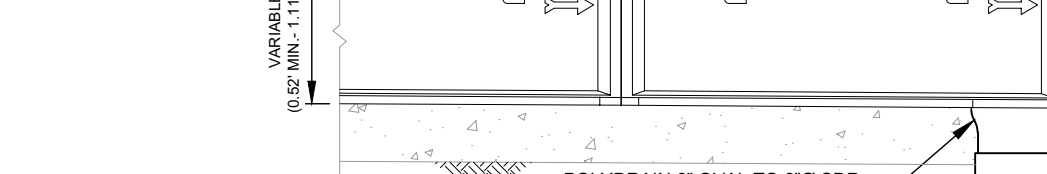
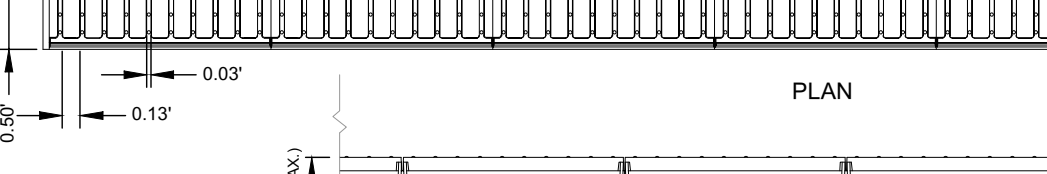
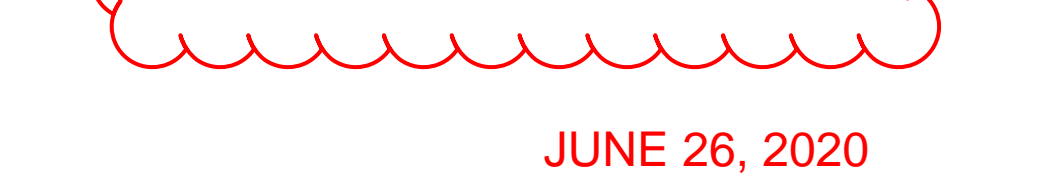
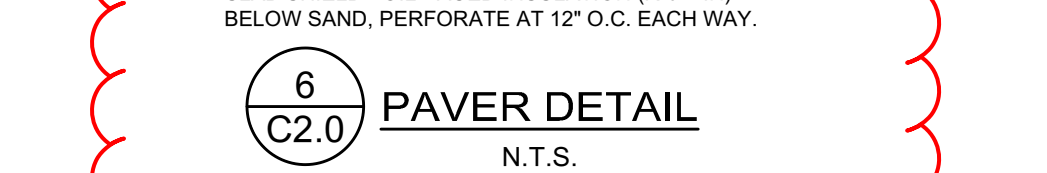
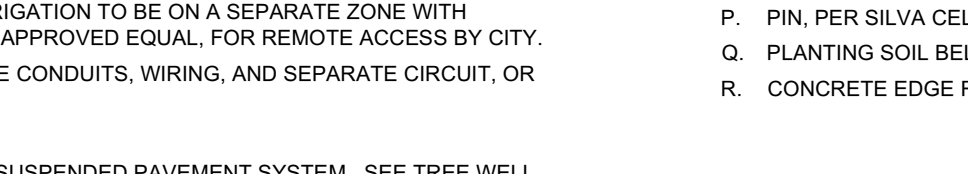
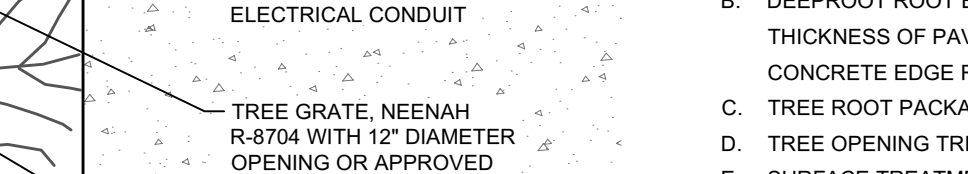
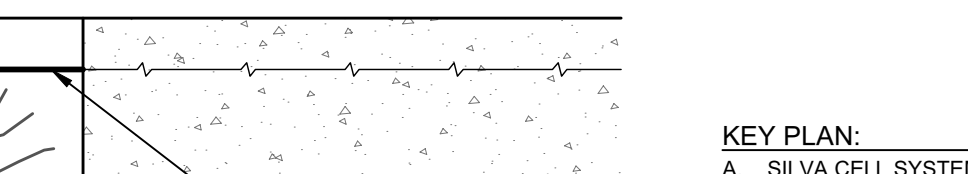
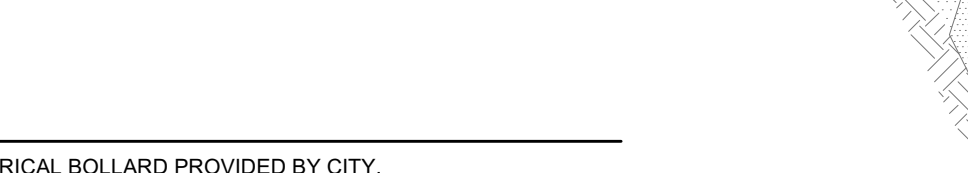
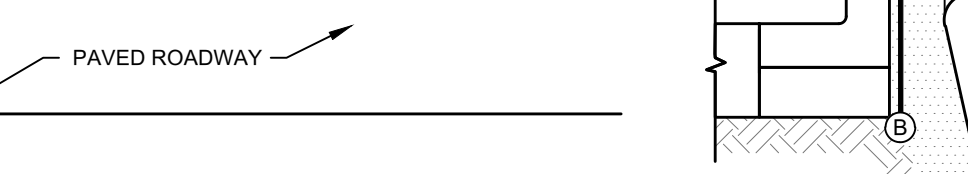
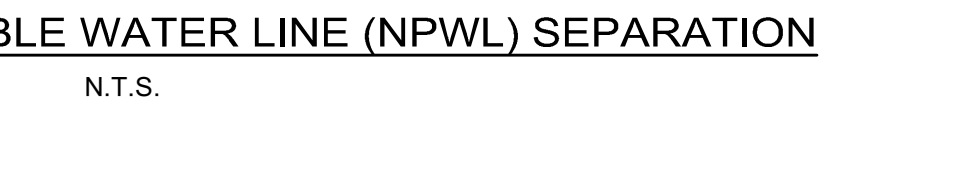
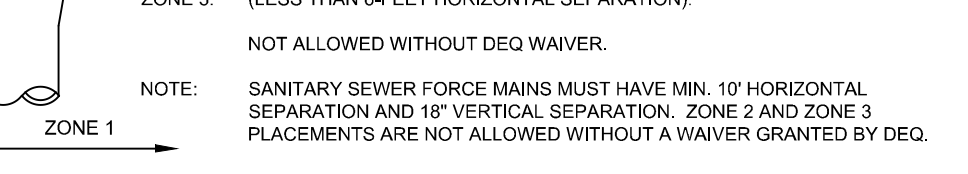
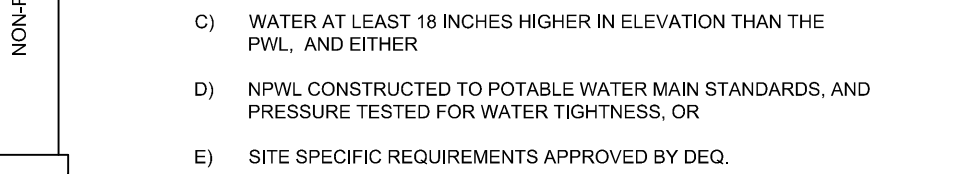
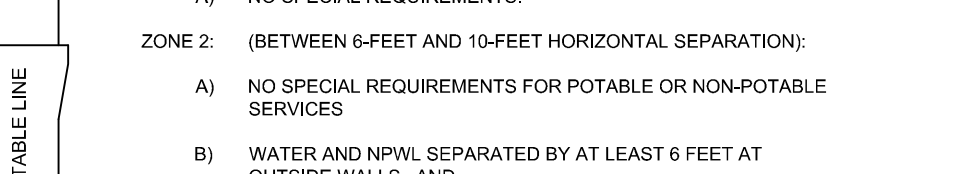
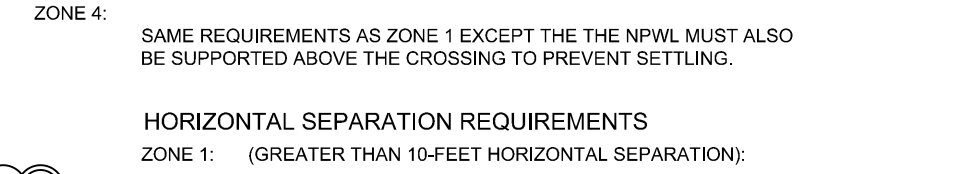
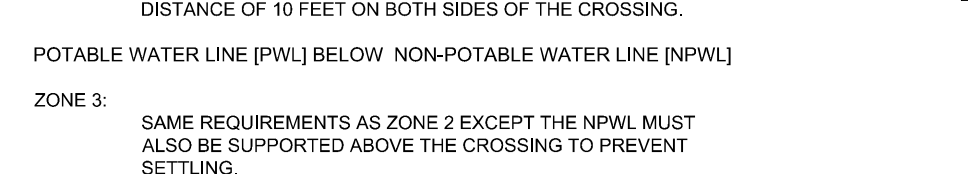
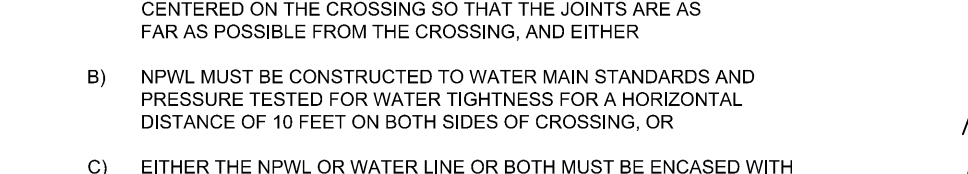
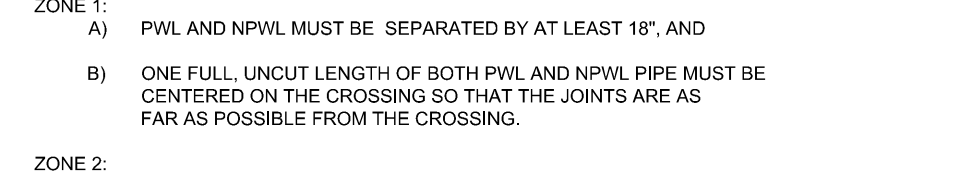
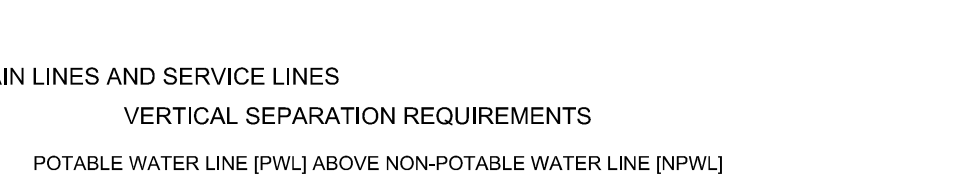
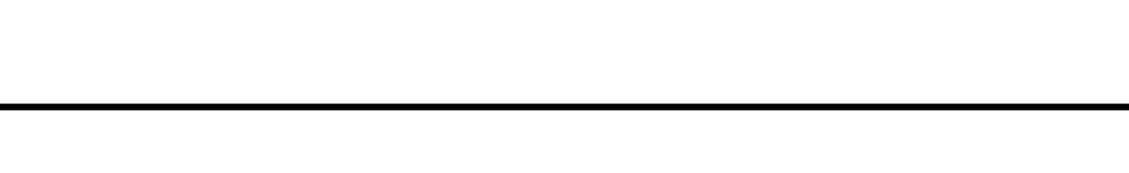
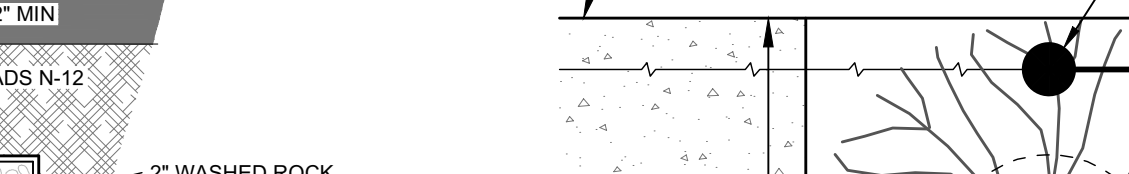
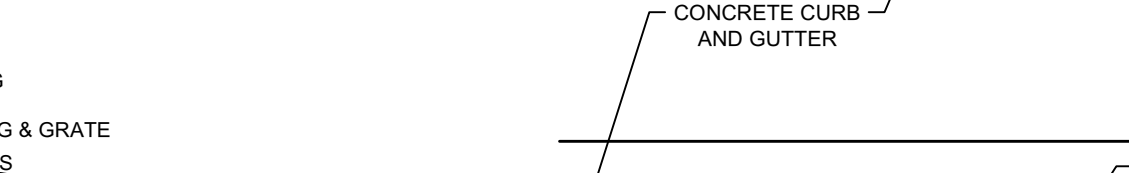
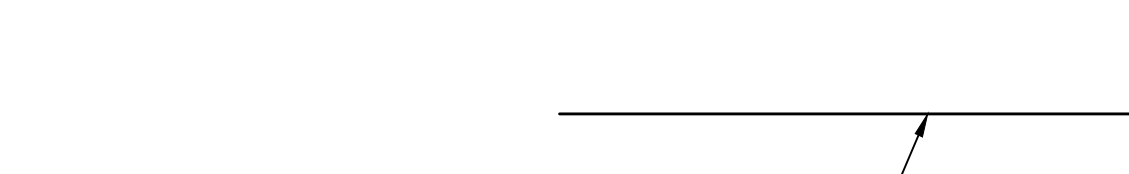
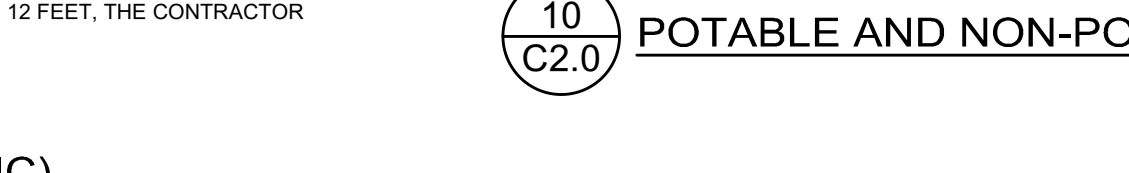
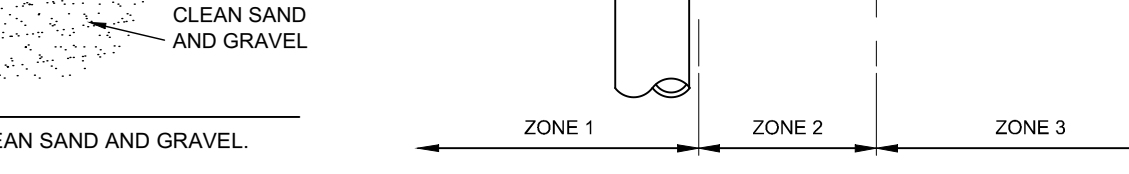
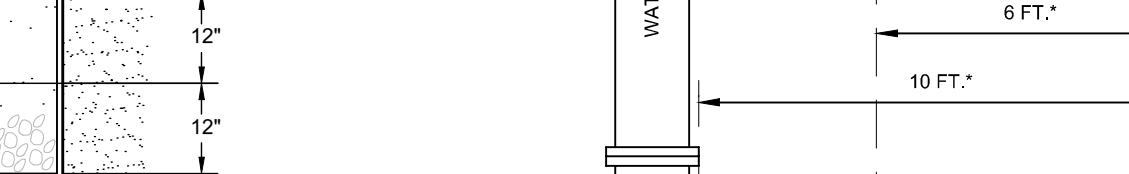
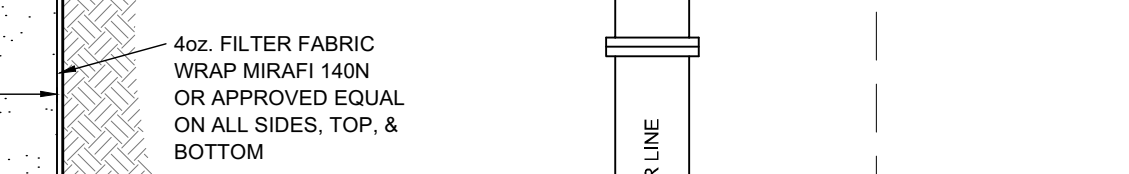
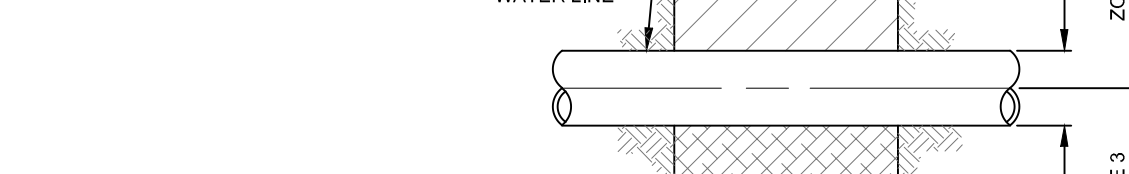
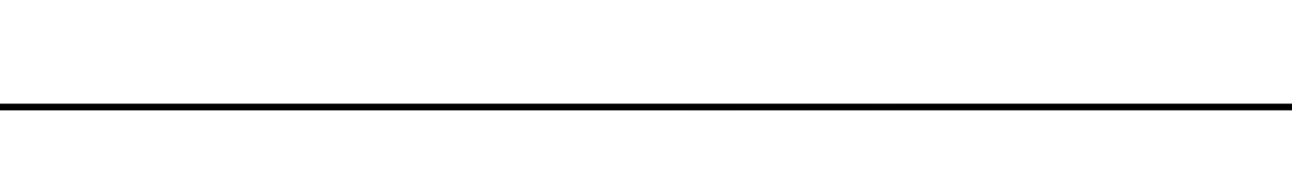
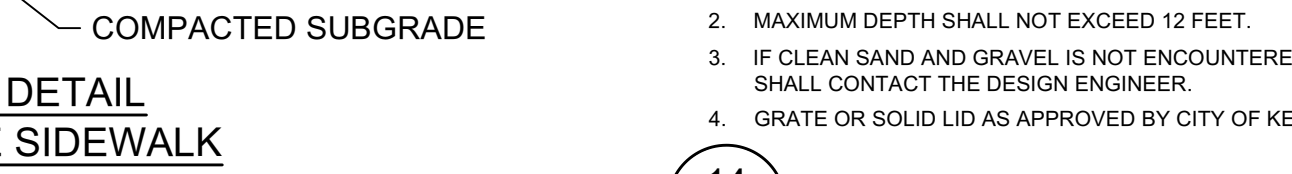
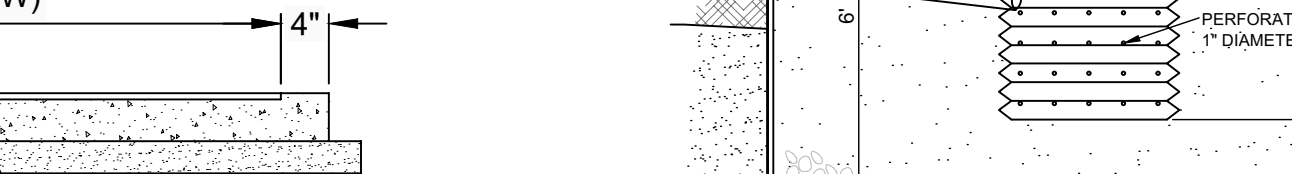
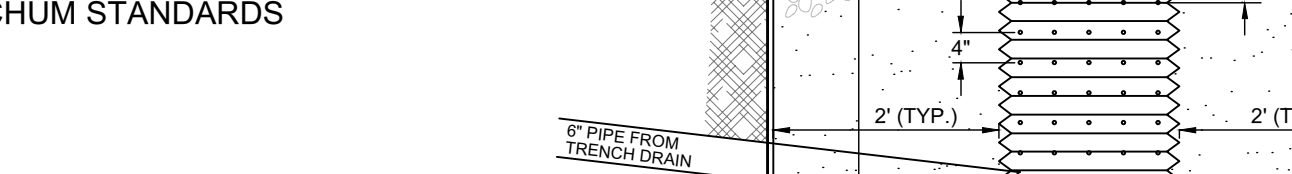
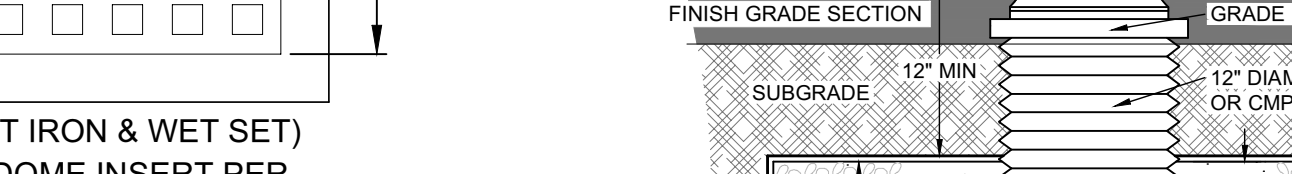
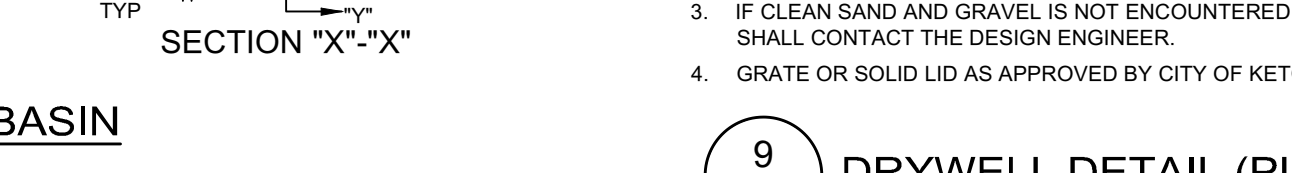
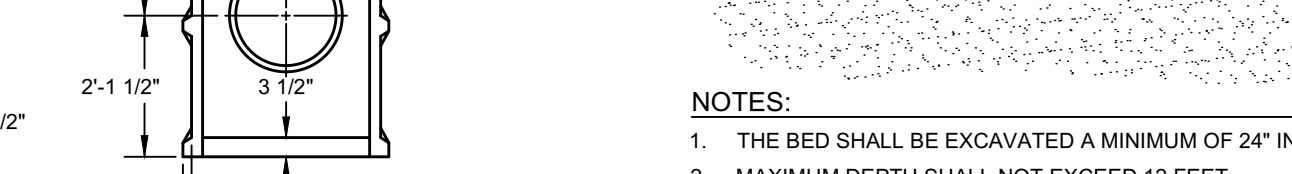
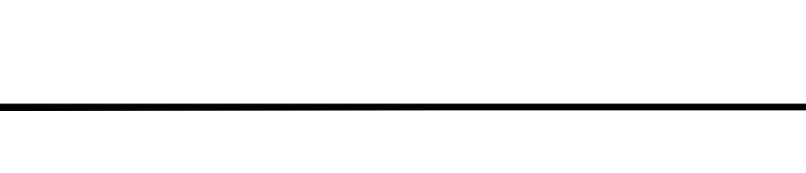
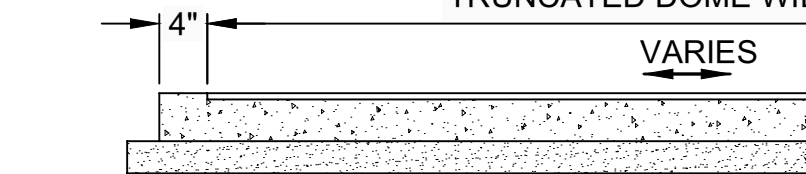
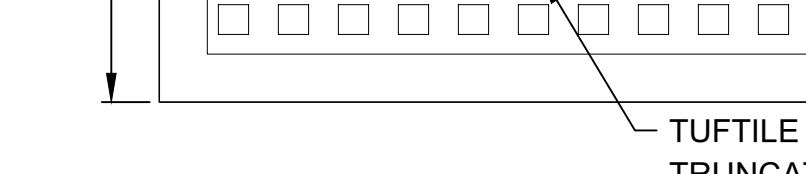
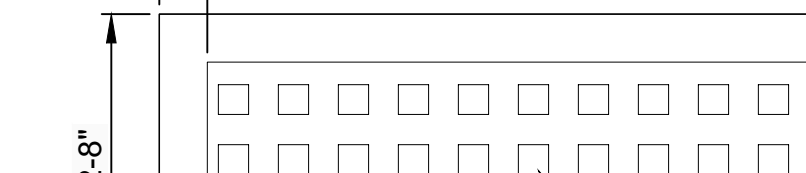
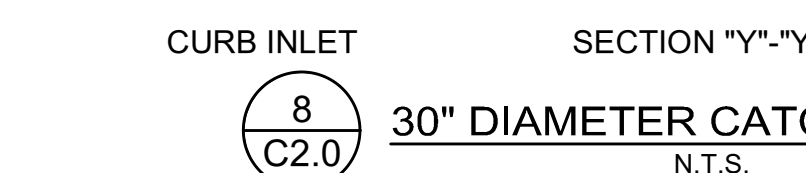
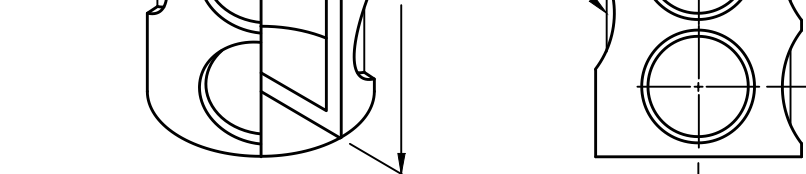
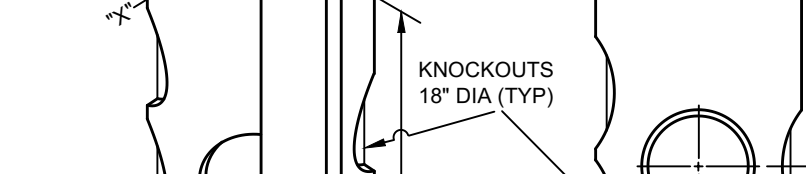
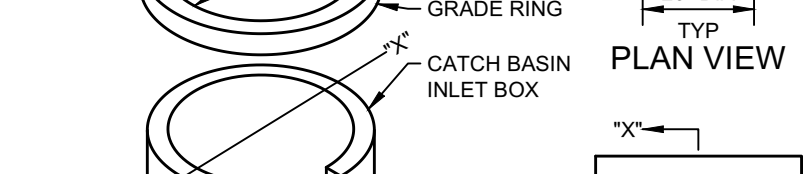
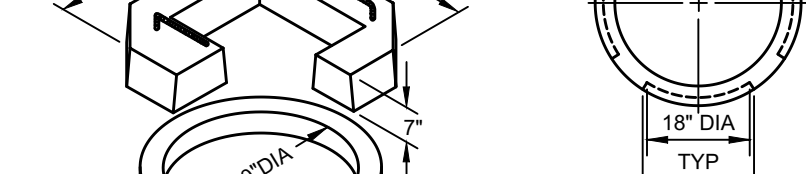
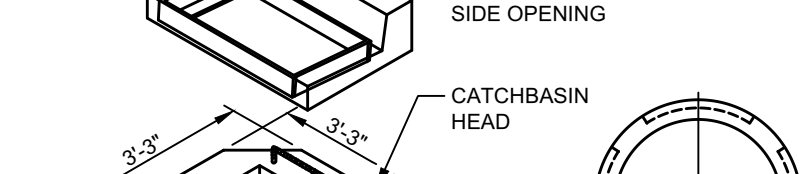
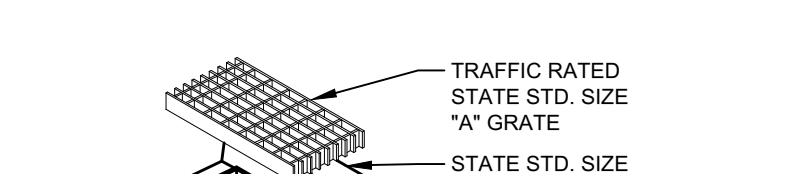
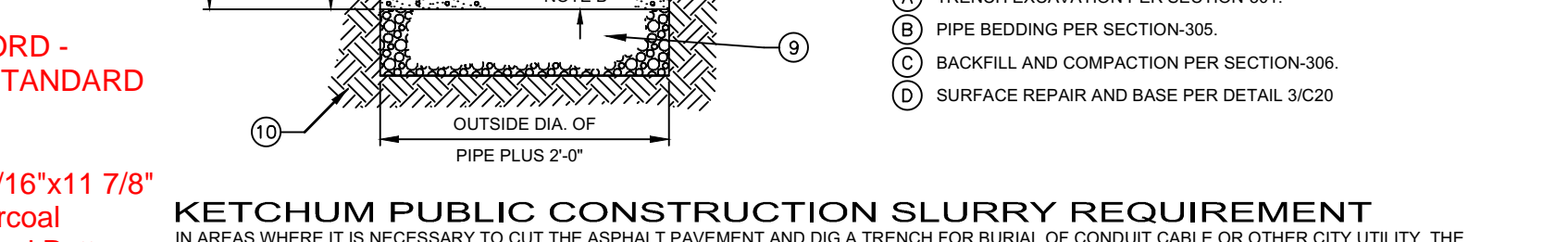
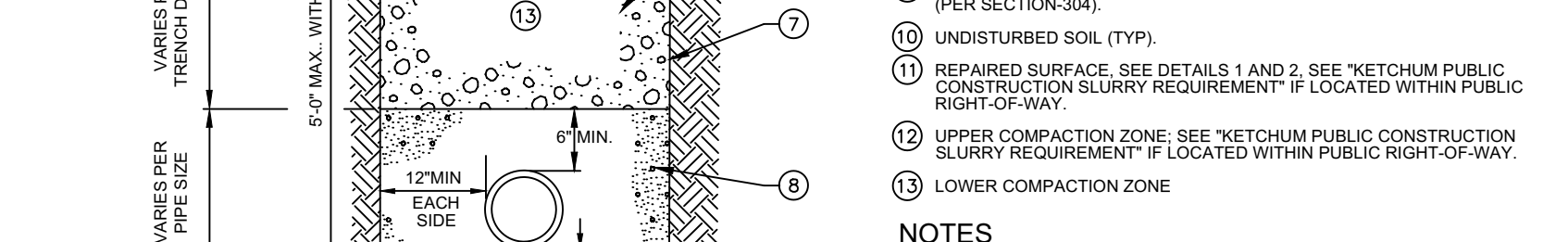
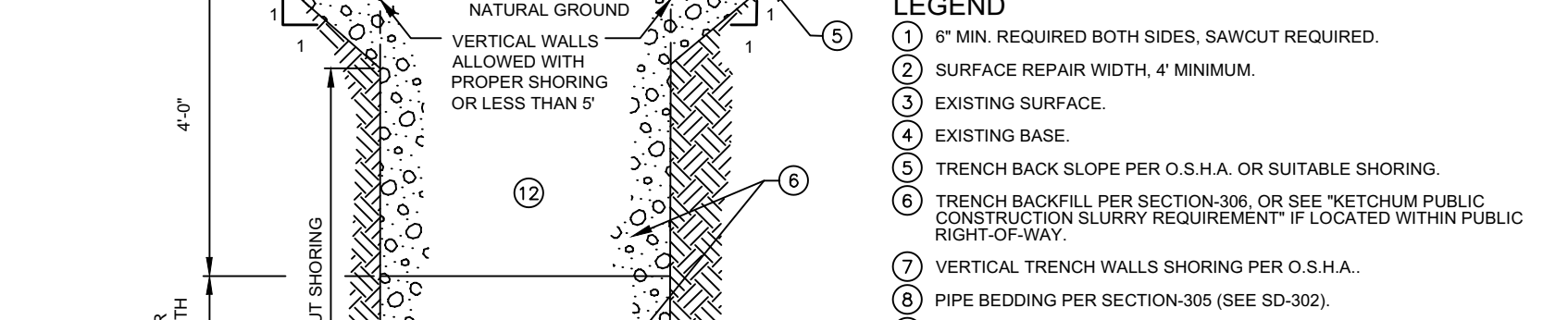
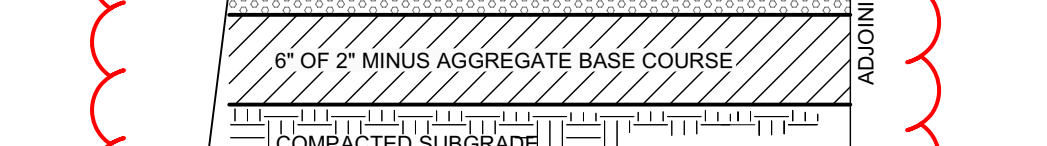
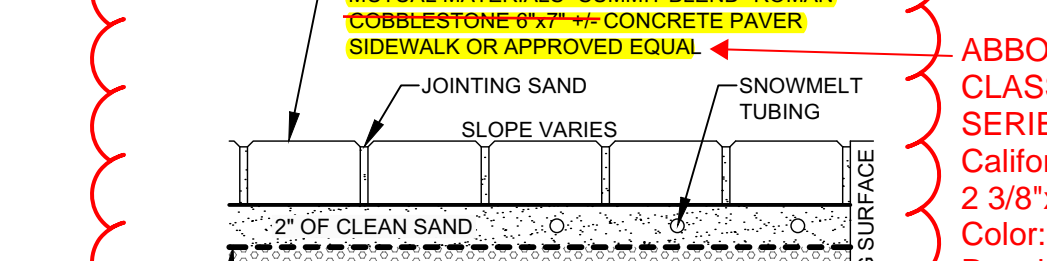
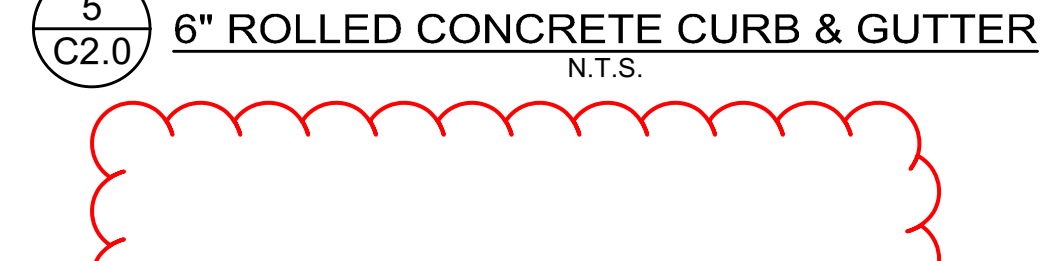
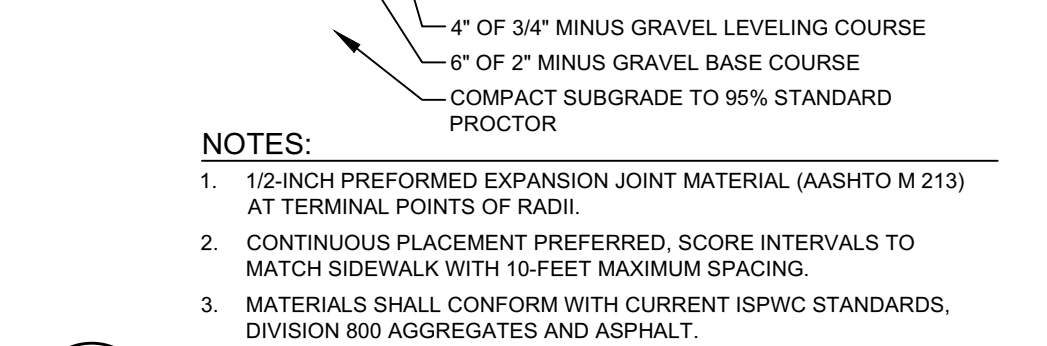
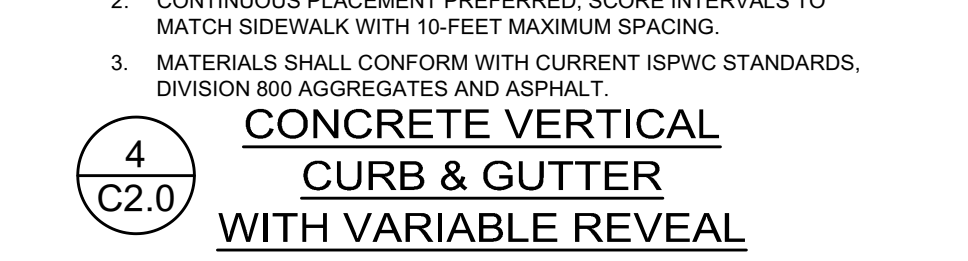
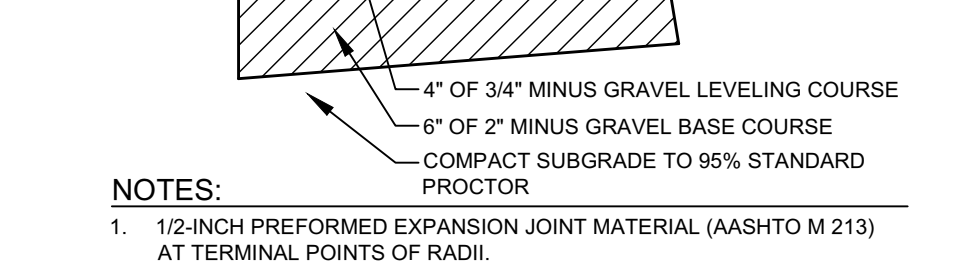
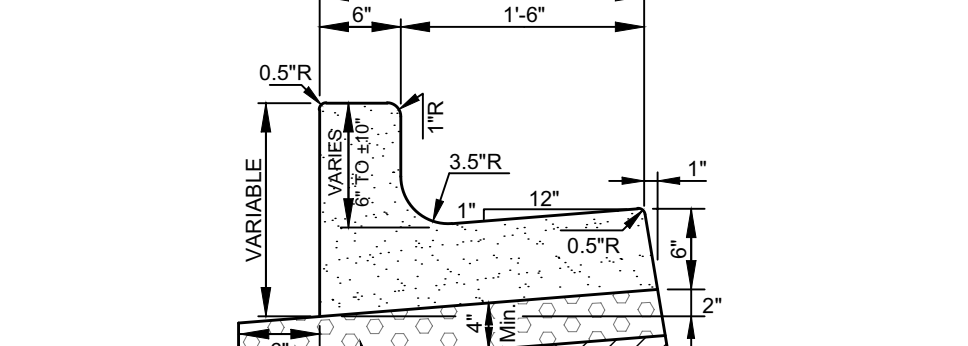
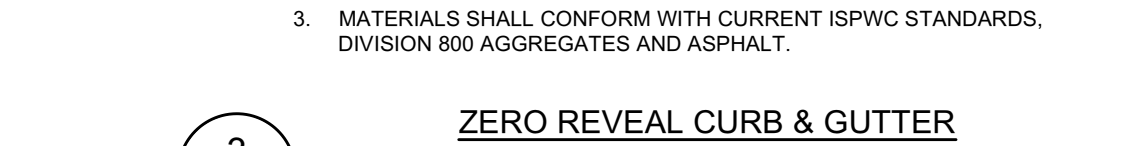
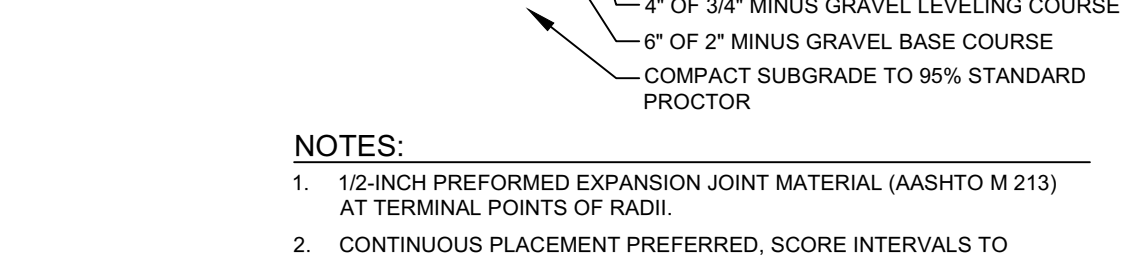
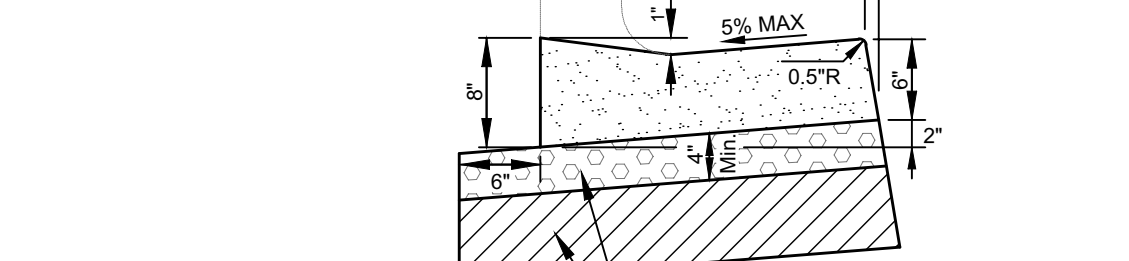
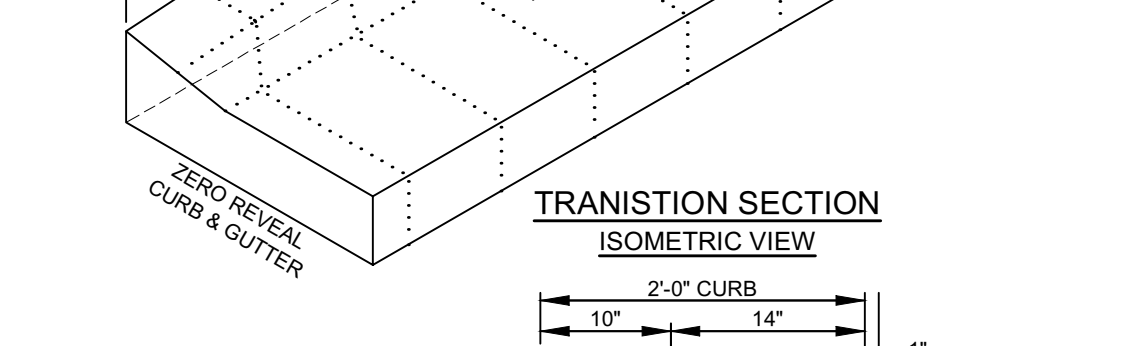
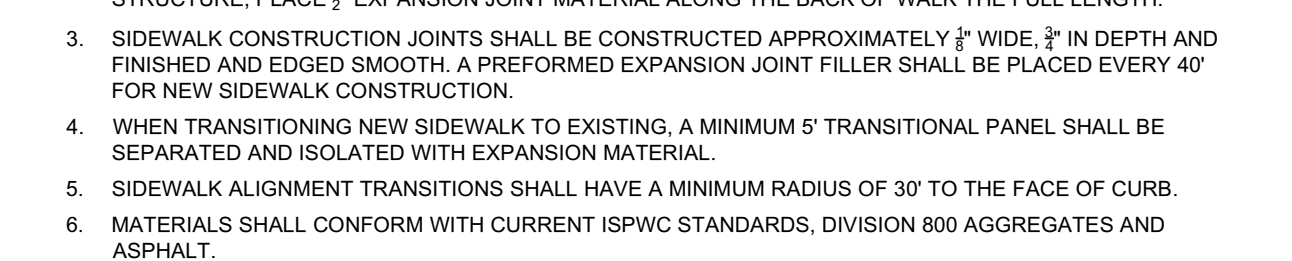
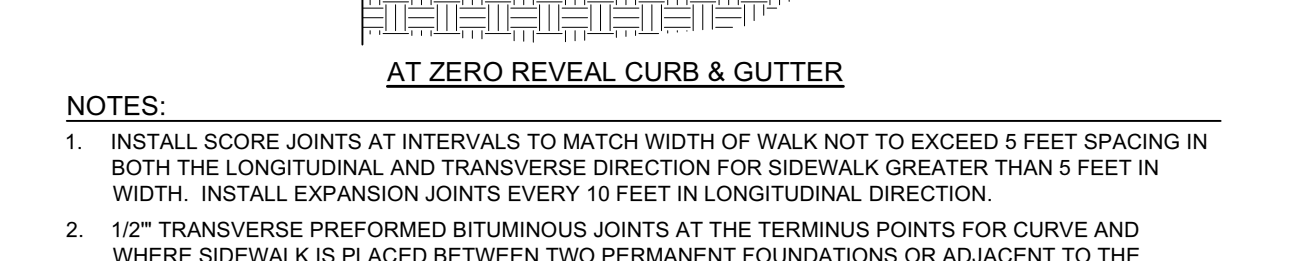
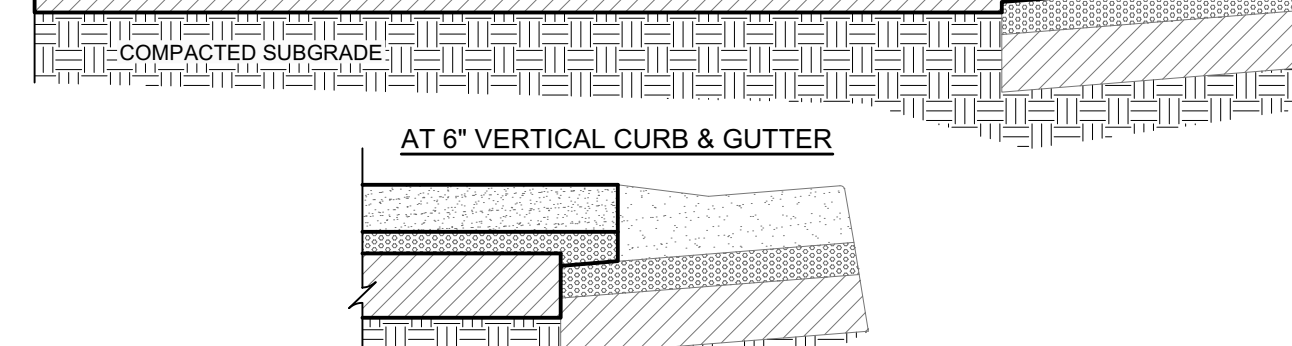
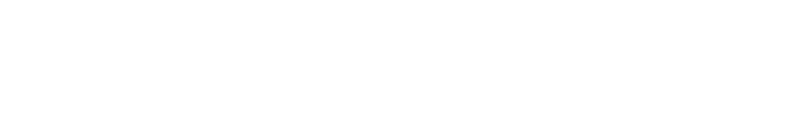
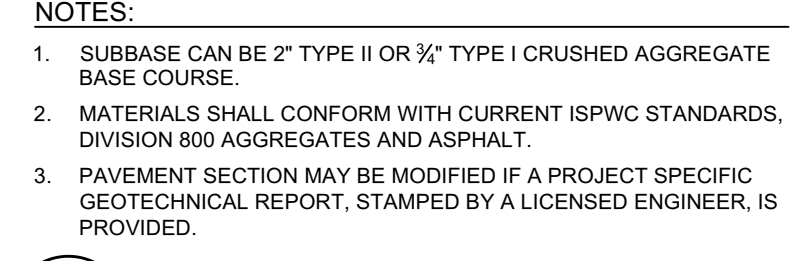
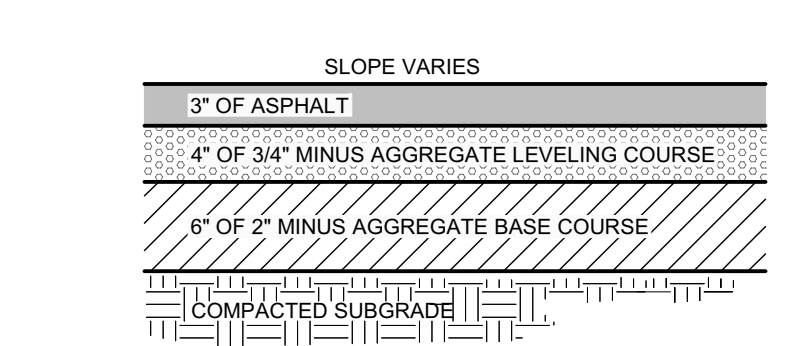
- | PROPOSED ITEMS | Asphalt                                  |
|----------------|--|
| ---            | Pavers                                   |
| ---            | Concrete Sidewalk                        |
| ---            | Concrete 6" Vertical Curb                |
| ---            | 6" Concrete Rolled Curb                  |
| ---            | Concrete Vertical Curb (Variable Reveal) |
| ---            | Curb Transition                          |
| ---            | ADA Access Truncated Dome                |
| ---            | Street Light                             |
| ---            | Sign                                     |
| ---            | Drywell                                  |
| ---            | Storm Drain                              |
| ---            | Catch Basin                              |
| ---            | Sawcut Line                              |
| ---            | Road Paint                               |
| ---            | Grade                                    |
| ---            | LIP                                      |
| ---            | Spot Elevation                           |
| ---            | Tree and Tree Grate                      |
| ---            | Trench Drain                             |



**CONSTRUCTION NOTES**

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS, THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPC ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSISF STD. 61 COMPLIANT.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
- THE CONTRACTOR SHALL USE ANSISF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
- CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPC 802, TYPE II (ITD STANDARD 703.04, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPC 802, TYPE I (ITD STANDARD 703.04, 3/4" B). SHALL BE PLACED IN CONFORMANCE WITH ISPC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPC SECTION 805.
- ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL CONCRETE FORM WORK SHALL CONFORM TO ISPC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPC SECTION 703, TABLE 1.C.
- ALL TRENCHING SHALL CONFORM TO ISPC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY GALENA ENGINEERING, 02/12/07. LOCATIONS OF WATER AND SEWER MAINS AND SERVICES SHOWN HEREON ARE PER THE OFFICIAL WATER AND SEWER SYSTEM MAPS PROVIDED BY THE CITY OF KETCHUM.
- PER IDAHO CODE § 55-1013, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS. ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED DURING CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED. AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.





RLB - JUNE 26, 2020



City of Ketchum  
City Hall

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, ID 83340

Mayor Bradshaw and City Councilors:

**Recommendation to approve Purchase Order 20519  
For a Paint Striper**

**Recommendation and Summary**

Staff is recommending the council approve Purchase Order 20519 with Sherwin Williams for a paint striper by adopting the following motion:

**"I move to approve Purchase Order 20519 for an amount not to exceed \$23,999.98 with Sherwin Williams and authorize the Mayor to sign the PO."**

The reasons for the recommendation are as follows:

- The City of Ketchum Streets and Facilities Maintenance Department is responsible for maintaining City streets in a state of good repair, including the painting of street lines and curbs.
- The City of Ketchum has historically contracted this work but has the capacity to undertake some of the work in-house.

**Introduction and History**

The City of Ketchum Streets and Facilities Maintenance Department maintains City streets in a state of good repair. Each spring, the City refreshes the street markings including: crosswalks, handicap stalls, fog lines, center lines, parking lines, stop bars, turn arrows, and Bike Path indicators. The work typically starts at end of April and additional markings are added over new chip seal later in the season. Additionally, the City paints curbs to indicate restricted parking areas. In recent years, the City has contracted this work for approximately \$50,000 per year.

**Analysis**

The Streets Division has determined that they have the capacity to apply markings to City streets during certain times of the year which would require less outside contracting work while also providing a higher level of service. The division has received a quote of \$23,999.98 to acquire a paint striping machine to enable them to perform certain paint striping work in-house.

**Sustainability Impact**

There is no sustainability impact from this action.

**Financial Impact**

The equipment will be funded from the Streets division budget from savings achieved during a low snow year.

**Attachments**

- Attachment A: Purchase Order 20519
- Attachment B: Sherwin Williams Quote



**SHERWIN  
WILLIAMS®**

# CITY OF KETCHUM

*CITY OF KETCHUM*

Quote Presented By:  
**Paul Luker**  
**Sales Representative**  
paul.l.luker@sherwin.com

SHERWIN-WILLIAMS  
PO BOX 5177  
KETCHUM, ID 83340 5177  
(208) 726-8030

September 03, 2020





**ACCOUNT # 6321-4932-4**  
**CITY OF KETCHUM**  
**QUOTE # 5356695**  
**VALID FROM: SEP 03, 2020 - OCT 31, 2020**

Dear Justin Ramm:

Thank you for considering Sherwin-Williams products for the CITY OF KETCHUM project. Included is the Sherwin-Williams price quote.

Should you require assistance or have any questions or concerns, please contact me at or e-mail me at [paul.l.luker@sherwin.com](mailto:paul.l.luker@sherwin.com).

**Paul Luker**  
**Sales Representative**  
[paul.l.luker@sherwin.com](mailto:paul.l.luker@sherwin.com)

SHERWIN-WILLIAMS  
PO BOX 5177, KETCHUM, ID 83340 5177



**PROJECT: CITY OF KETCHUM**

Purchase Type: Single Purchase

Description	Sales #	Rex #	Qty	Price	Extended Price
LINE LAZER 17J951	100710375	100710375- EACH	1	\$23,999.98	\$23,999.98

**Total Price: \$23,999.98**

We thank you for consideration of Sherwin-Williams products and look forward to supplying these products to you.

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not to be copied or shared with others outside your firm. Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes. Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at <http://careers.sherwin-williams.com/corporatesocialresponsibility/policies>. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.



City of Ketchum  
City Hall

## Purchase Order

Number: 20519

Date: 9/21/2020

Vendor:

Sherwin Williams  
Box 5177  
Ketchum, ID 83340

Quote Ref: 5356695

Quantity	Item # / SKU	Description	Item Cost	Total Cost
1		Line Lazer	\$23,999.98	\$23,999.98
			<b>Total</b>	\$23,999.98

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

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

Please Ship Above Listed Items to:

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

Order Submitted By:

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



## City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Award Purchase Orders for Computer-Aided Dispatch**

#### Recommendation and Summary

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

**"I move to approve contract 20520 and purchase order 20523 and authorize the Mayor to sign both."**

The reasons for the recommendation are as follows:

- The City of Ketchum contracts with the Blaine County Emergency Communications Center for emergency dispatch services.
- Blaine County Emergency Communications Center is updating their dispatch system to a computer-aided dispatch system.

#### Introduction and History

Dispatching for Ketchum police and fire is provided by Blaine County Emergency Communications (BCEC). The computer-aided dispatch (CAD) system used to coordinate all emergency response assignments was purchased over 20 years ago. This system runs on MS-DOS and provides very limited functionality.

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

Overall, the firefighters should be alerted 60 seconds sooner on calls, have more information available while en-route, and have reduced workload on return to the fire station.

#### Analysis

This request is for the City of Ketchum to approve the end-user license agreement (EULA) with Central Square, purchase the necessary in-vehicle components of the CAD system, and provide Ketchum's share of funding to BCEC.

A summary of the different components is as follows:

Contract 20520:	EULA with Central Square (\$12,298.22)
Purchase Order 20523:	Mobile Data Terminals with Alary Computer Services (\$8,160.36)

Check Request: Ketchum Share of CAD for FY 21 (\$5,275.76)

Sustainability

There is no sustainability impact arising from this action.

Financial Impact

The technology upgrades associated with the CAD implementation will be funded from the technology upgrades account in the General CIP. The project was budgeted in FY 19 and the unspent funds remain in the fund balance.

Attachments

Attachment A: Contract 20520 and related quote

Attachment B: Purchase Order 20523 and related quote

Attachment C: BCEC invoice

## **End User License Agreement**

This End User License Agreement (“EULA”) sets forth the terms and conditions for license and use of CentralSquare Technologies LLC (“CentralSquare”) software by the Customer (as defined below) named herein. **CUSTOMER’S SIGNATURE BELOW, OR CUSTOMER’S FIRST USE OF THE LICENSED SOFTWARE, SHALL CONSTITUTE CUSTOMER’S ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT. NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY CENTRALSQUARE.**

### **1. Definitions**

- 1.1 “Customer” means Ketchum Fire Department.
- 1.2 “Go Live” means the date of the Customer’s first use of the Licensed Software as a live, non-test-bed system. This can be exhibited by events such as the completion by Customer of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
- 1.3 “Licensed Software” means the CentralSquare software in object code format licensed to Customer as listed in Section 5 of this EULA, and any associated product documentation furnished by CentralSquare for use therewith.
- 1.4 “Server Hardware” means the computer hardware provided by CentralSquare on which the Licensed Software has been installed by CentralSquare and which operates in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network.

### **2. License**

#### **2.1 Grant of the License**

Subject to the terms and conditions set forth herein, CentralSquare hereby grants to the Customer, and the Customer accepts, a fully paid-up, perpetual, royalty-free and non-exclusive license to use the Licensed Software only for the Customer’s own internal business purposes, subject to the terms and limitations of this EULA. Customer may make a copy of the Licensed Software for backup purposes only.

#### **2.2 Copies and Modifications**

Unless otherwise agreed to in writing by CentralSquare, no identifying marks, copyright or proprietary right notices may be deleted from any copies of the Licensed Software made by the Customer. The Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Licensed Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for the

Licensed Software's performance if the Licensed Software has been modified, except as modified by CentralSquare.

### 2.3 Restrictions on Usage

The Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server on which the Licensed Software operates or the CentralSquare database except as provided for in documentation of this Agreement.

The Customer shall not access any Server Hardware on which the Licensed Software operates except as provided in documentation of this Agreement or cause any software except the Licensed Software provided under this EULA to be installed on or executed on the Server Hardware.

Customer acknowledges that the Licensed Software and its associated documentation furnished with the Licensed Software (the "Confidential Information") constitute the trade secrets and proprietary information of CentralSquare. Customer shall hold the Confidential Information in strict confidence and shall not disclose it to third parties except as necessary to exercise the licenses granted hereunder or as legally required. Without limiting the generality of the foregoing, Customer shall use reasonable means, not less than those used to protect its own trade secret and proprietary information, to safeguard the Confidential Information. Customer shall not attempt, or authorize or permit others to attempt, to imitate the Licensed Software using the Confidential Information or any part thereof, or to reverse engineer the Licensed Software by any method, now known or later discovered. Nothing in this EULA shall be construed as granting to Customer any title to the Licensed Software, or CentralSquare trademarks or tradenames.

## 3. Copyright and Trademark Infringement

CentralSquare represents and warrants that the Licensed Software does not infringe the copyrights, patents, trade secrets or trademarks (collectively "Intellectual Property Rights") of any third party. In the event of a claim, allegation, action or proceeding (collectively "Claim") brought against Customer alleging infringement by the Licensed Software of the Intellectual Property Rights of a third party, CentralSquare will at its expense defend, indemnify and hold harmless Customer against such Claim, and damages, costs, liabilities and expenses (including court costs and reasonable attorneys' fees) suffered or incurred in connection with such Claim, except for Customer's attorney's fees if Customer chooses to participate in the defense of such Claim), provided that Customer promptly notifies CentralSquare of such Claim and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest such Claim, (ii) settle such Claim, (iii) procure for Customer the right to continue using the Licensed Software, and/or (iv) modify or replace the Licensed Software so that it no longer infringes (while maintaining substantially equivalent functionality and performance to that described in the user documentation). Customer may participate in the defense of such Claim at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, or Customer's use of the Licensed Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in respect of such Claim, or any temporary injunction restricting Customer's use of the Licensed Software is in effect and has not been lifted within 90 days, the license granted in this EULA shall terminate upon the earlier of written notice from CentralSquare to Customer, the date when the permanent injunction issues, or written notice from Customer to CentralSquare terminating the license due to the continued application of the temporary injunction for 90 days or more. In the event of termination of this EULA due to an

uncured Claim, CentralSquare shall refund to Customer the license fees paid for the Licensed Software, less a prorated portion of such fees for the Customer's use of the Licensed Software, calculated by multiplying the ratio of the number of months of actual use in a live operational environment to thirty-six (36) months times the license fees paid. Any refund shall be conditioned upon Customer executing and delivering a release and waiver, in form and substance satisfactory to CentralSquare, releasing CentralSquare and its authorized reseller from any and all further liability and claims in respect to the Licensed Software. This Section 3 states the entire obligation of CentralSquare, and Customer's sole redress, regarding infringement by the Licensed Software of Intellectual Property Rights, and it will survive the termination of this EULA.

Notwithstanding the above, CentralSquare shall have no duty under this Section 3 with respect to, and Customer shall not bring an action against CentralSquare for indemnification or other causes of action with respect to, any Claim to the extent arising from or related to infringements (i) by third-party equipment or third-party operating system software upon or with which the Licensed Software operates, (ii) arising out of modifications to the Licensed Software not made by or under the direction or authorization of CentralSquare, (iii) resulting from use of the Licensed Software to practice any method or process which does not occur wholly within the Licensed Software, unless designed by CentralSquare to do so, or (iv) resulting from modifications to the Licensed Software prepared pursuant to specifications or other material furnished by or on behalf of Customer.

## 4. Term and Termination

Provided that the terms and conditions of this EULA are complied with at all times, and subject to the termination provisions below, the licenses provided hereunder are perpetual.

Customer may surrender the licenses granted hereunder at any time by giving written notice to CentralSquare and ceasing use of the Licensed Software.

CentralSquare may terminate the licenses granted hereunder for cause if Customer materially breaches the terms of this EULA or otherwise infringes CentralSquare's intellectual property rights in the Licensed Software, which breach is not remedied within thirty (30) days after the date of written notice to Customer of such breach.

Upon termination of the licenses granted hereunder, Customer shall permanently remove any Licensed Software from Customer's equipment, back-up media, or other storage locations and either (i) return all copies thereof to CentralSquare or (ii) destroy such copies, as CentralSquare directs.

The provisions of Sections 2.2, 2.3, 3, 4, 6 and 7 shall survive the termination of the licenses granted herein.

### 4.1 Additional Agency Term

Customer will be part of the Blaine County Communications system (hereinafter the "host agency"). CentralSquare may immediately terminate this EULA if the Software License and Service Agreement is not in full force and effect between CentralSquare and the host agency. If termination of this EULA occurs for this reason, CentralSquare will work in good faith with Customer to develop and negotiate a new contract.



## 5. Licensed Software and Support

Please refer to Exhibit A – Pricing Detail for the list of software licenses being acquired by Customer as part of the host agency's system. The license terms for the host agency are set forth in the separate Software License and Service Agreement between the host agency and CentralSquare.

For all software licensed under this EULA and residing on the host agency's server(s)/system, implementation and support of such software will be in accordance with the provisions of the host agency's Software License and Service Agreement.

## 6. Limitation of Liability

The total liability of CentralSquare for any claim or damage arising under this EULA, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the license fees paid for the Licensed Software or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by CentralSquare's insurance carrier(s), the coverage limits of such insurance.

IN NO EVENT SHALL CENTRALSQUARE BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE LICENSED SOFTWARE, OR OTHERWISE RELATED TO THIS EULA, REGARDLESS OF WHETHER CENTRALSQUARE HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

CentralSquare, and not its authorized reseller from whom Customer may have purchased the Licensed Software, is responsible for honoring all Customer infringement and warranty claims and service issues associated with the Licensed Software. All Customer claims, for infringement, warranty or service issues, shall be addressed to CentralSquare in writing at the address set forth below (or such other principal business address of CentralSquare as CentralSquare shall post on CentralSquare's website, at [www.CentralSquaretech.com](http://www.CentralSquaretech.com)). Customer acknowledges and agrees that CentralSquare's authorized reseller bears no liability, and Customer shall not bring a claim against such authorized reseller, for infringement, warranty or service issues in respect to the Licensed Software or any other service or product furnished by CentralSquare.

## 7. Warranty

CentralSquare warrants that it owns or otherwise has all necessary rights in the Licensed Software to lawfully permit it to license the Licensed Software as described in this Agreement. CentralSquare further warrants that the Licensed Software (including any ordered custom programming, enhancements and updates to such Licensed Software furnished by CentralSquare to Customer) will operate in conformity with CentralSquare's applicable product specifications and documentation (including the applicable user guide(s)) for a period of twelve (12) months from the date of Go Live. In the event a warranty defect or breach is reported by Customer to CentralSquare, CentralSquare will, at its discretion, either correct or replace the defective Licensed Software with fully functioning replacement Licensed Software. Upon notice of a warranty defect or breach, CentralSquare shall correct or replace the Licensed Software within a reasonable timeframe.

Warranties for third party equipment or third party software supplied by CentralSquare (or its authorized reseller) will be provided by the applicable vendor and passed through to the Customer by CentralSquare, provided, for purposes of clarification, the foregoing does not limit the warranty made by CentralSquare on the Licensed Software in this EULA. CentralSquare will reasonably cooperate with Customer in Customer's pursuit of such third-party warranty claims.

CENTRALSQUARE MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT TO THE LICENSED SOFTWARE.

## 8. General Terms

This EULA represents the entire agreement between the parties hereto and a final expression of their agreements with respect to the Licensed Software, and supersedes all prior written agreements, oral agreements, representations, descriptions, understandings or negotiations with respect to the matters covered by this EULA. If any term, provision, condition or covenant of this EULA is held to be invalid, void or unenforceable, the rest of the EULA shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No amendment to this EULA shall be effective unless it is in writing and signed by Customer and an authorized officer of CentralSquare. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach. Neither this EULA nor any rights or obligations hereunder shall be assigned or otherwise transferred by Customer without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, conditioned or delayed. This EULA shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this EULA except as provided hereinabove. This EULA may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof. An electronic facsimile of this EULA and its exhibit(s) may be used as an original.

Except to the extent that this EULA is governed by the laws of the United States, this EULA shall be governed, interpreted and enforced in accordance with the laws of the State of Idaho, USA, without regard to its conflict of laws provisions or the United Nations Convention for the International Sale of Goods.

All notices required to be given under this EULA shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by overnight delivery using a nationally recognized express carrier (e.g., UPS, FedEx, or USPS), (iii) by facsimile or email followed immediately by first-class mail or overnight delivery, or (iv) by personal delivery, to the address set forth herein, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing pursuant to (i) above, or one (1) business day after full compliance with (ii), (iii) or (iv) above. As used herein, a "business day" shall mean a weekday other than a U.S. federal holiday.

KETCHUM FIRE DEPARTMENT	CENTRAL SQUARE TECHNOLOGIES, LLC
PO Box 966 Ketchum, ID 83340 Attn: E-mail: Fax:	1000 Business Center Drive Lake Mary, FL 32746 Attention:
Accepted by (signature):	Accepted by (signature):
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

**Exhibit A**

**Software Licenses – Ketchum Fire Department**

**(see attached Quote #Q-06360)**

Quote #: Q-06360  
Quote expires on: November 08, 2020

Quote prepared for:  
Bill McLaughlin  
Ketchum Fire, ID  
PO Box 966  
Ketchum, ID 83340

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

## WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Mobile PS Pro AVL License Fee	8	200.01 USD	1,600.04 USD
Mobile PS Pro CAD License Fee	8	450.01 USD	3,600.09 USD
Mobile PS Pro Mapping License Fee	8	550.01 USD	4,400.09 USD
Personnel PS Pro Core (Agency Site License) License Fee	1	0.00 USD	0.00 USD
<b>Software / Subscription Total:</b>			<b>9,600.22 USD</b>
<b>Maintenance Total:</b>			<b>2,100.22 USD</b>

## WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
-------------	-------

PS Pro Project Management Services	1,201.80 USD
PS Pro Configuration and BPR	3,350.00 USD
PS Pro Training Services	600.00 USD
PS Pro Go-Live Support	800.00 USD

Services include contract start-up fees, project management, technical services, consulting, development, training, and installation.

**Services Total:** 5,951.80 USD

## WHAT HARDWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Mobile GPS Receiver (GlobalSat) Hardware	8	46.00 USD	368.00 USD

**Hardware Total:** 368.00 USD

**Total:** 15,920.02 USD

**Discount Total:** 3,621.80 USD

**Quote Total:** 12,298.22 USD

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

## BILLING INFORMATION

---

Fees will be payable within 30 days of invoicing.

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

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

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

## **PURCHASE ORDER INFORMATION**

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

Yes [ ] No [ ]

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

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

Alary Computer Services

Box 2765  
Ketchum, ID. 83340

# Invoice

Date	Invoice #
9/14/2020	3978

Bill To
City of Ketchum

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	5 surface pro x with LTE	4,504.95	4,504.95
1	3 surface pro x with LTE	3,179.97	3,179.97
1	8 Surface pro covers by UAG	475.44	475.44
		<b>Total</b>	\$8,160.36
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$8,160.36

--

Phone #
208-721-3044





BLAINE COUNTY  
EMERGENCY COMMUNICATIONS  
1650 AVIATION DR  
HAILEY, IDAHO 83333  
PHONE: (208) 788-5558 FAX: (208) 788-5559

## Invoice

Date	Invoice #
15-Sep-20	KFD2021

Bill To:  
Ketchum Fire Department  
PO Box 966  
480 N. East Ave.

Item	Description	Quantity	Cost	Amount
	Public Safety System (servers, implementation, modules)	1	\$2,196.92	\$2,196.92
	Interest	1	\$246.15	\$246.15
	Field Ops	1	\$0.00	\$0.00
	Maintenance	1	\$0.00	\$0.00
	CAD/RMS Support	1	\$2,832.69	\$2,832.69

**Make checks payable to:**

Blaine County Emergency Communications  
1650 Aviation Dr.  
Hailey, ID 83333

**Total Due: \$5,275.76**

Reference PSS 9101-00-091-09



City of Ketchum  
City Hall

## Purchase Order

Number: 20523  
Date: 9/21/2020

Vendor: Alary Computer Services  
Bpx 2765  
Ketchum, ID 83340

Quote Ref: Inv. 3987

Quantity	Item # / SKU	Description	Item Cost	Total Cost
1		5 Surface pro x with LTE		\$4,504.95
1		3 surface pro x with LTE		\$3,179.97
1		8 Surface pro covers by UAG		\$475.44
			<b>Total</b>	<b>\$8,160.36</b>

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

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

Please Ship Above Listed Items to:

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

Order Submitted By:

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



## City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Contract 20521 For Automatic Aid with Wood River Fire and Rescue**

#### Recommendation and Summary

Staff is recommending the council approve Contract 20521 with Wood River Fire and Rescue by adopting the following motion:

**"I move to approve Contract 20521 and authorize the Mayor to sign the agreement."**

The reasons for the recommendation are as follows:

- The Wood River Fire and Rescue Department has requested automatic aid assistance from the City of Ketchum in certain situations.

#### Introduction and History

With the approval of the Mutual Aid Agreement recently, all of the fire agencies may now request assistance from one another, and the decision to provide that assistance can be made by the fire officer on duty. Automatic Aid is an agreement to take a step above that and allow Blaine County Emergency Communications to automatically dispatch a fire engine to reports of structure fires.

#### Analysis

This agreement is for the automatic dispatch of one fire engine to structure fires within the Wood River Fire District. We have similar agreements with Sun Valley and Ketchum Rural Fire District. Those agreements may be revised to be similar to the proposed agreement with Wood River.

#### Sustainability

There is no sustainability impact arising from this action.

#### Financial Impact

Each incident has some cost in calling back paid-call firefighters and off-duty staff for calls within Wood River. That cost should be offset by the free assistance provided to the city by Wood River Fire on calls within Ketchum. The overall financial impact of this agreement should be negligible.

#### Attachments

Attachment A: Contract 20521

**City of Ketchum and Wood River Fire Rescue**

**Automatic Aid Agreement**

THIS AGREEMENT is made and entered into this *16th day of September, 2020*, by and between the City of Ketchum, a municipal corporation of the State of Idaho, and the Wood River Fire Protection District, a fire protection district of the state of Idaho, located in Blaine County, Idaho (collectively “the parties”).

**WITNESSETH:**

*WHEREAS*, in the event of a major fire, each of the parties may need the immediate assistance of another party to provide supplemental fire suppression; and

*WHEREAS*, each of the parties may have the necessary equipment and personnel to enable it to provide such services to another party to this agreement in the event of such an emergency; and

*WHEREAS*, the geographical boundaries of each party are located in such a manner as to enable each party to render automatic assistance to each other; and

*WHEREAS*, an agreement of this nature is authorized under Idaho Code Sections 50-301, 31-1430 and 67-2327 through 67-2332;

*THEREFORE*, subject to the terms of this agreement to carry out the purpose and functions described above and in consideration of the benefits to be received and the mutual covenants exchanged herein by the parties, it is hereby agreed as follows.

**1. ASSISTANCE AGREEMENT**

Each party agrees to initiate an immediate automatic aid response consisting, when available, of one (1) adequately staffed fire engine with trained personnel to any reported structure fire within the other party’s jurisdiction. If additional equipment or staffing is needed it may be requested by the incident commanded as a mutual-aid response. For the purpose of this agreement, an adequately staffed fire engine consists of no less than two (2) firefighters including one (1) qualified operator.

**2. LIABILITY**

Each party agrees to assume responsibility for liabilities arising out of actions of its own personnel and to hold the other parties harmless therefore; provided, however, that the requesting agency shall assume liability for, and hold all other parties harmless from, all liabilities that arise out of, or are directly attributable to, command decisions made by the requesting agency.

**3. COST**

Each Party shall be responsible for all normal costs incurred in the performance of this Agreement through the end of the Mutual Aid period. Normal costs shall include wages, benefits, worker's compensation insurance, fuel, potable water, oxygen, medical supplies and similar consumable supplies. The Requesting Party shall be responsible for reimbursement or replacement of firefighting foam, or special extinguishing agents when such use is requested by the Requesting Party. Nothing in this Agreement shall prevent any or all of the Parties to this Agreement from recovering the costs of emergency services provided by the Parties of this Agreement from a private citizen, business or other entity, where such entity is deemed to be responsible for such costs. Funds recovered will be distributed in proportion to the Party's on-scene resources, by dividing the costs submitted by each Party by the total costs submitted by all parties multiplied by the total funds available.

#### **4. NO LIABILITY FOR FAILURE TO PROVIDE AID**

No liability of any kind or nature, whether express or implied shall attributed or to be assumed by a Party, its duly authorized agents or personnel, for failure or refusal to provide Automatic Aid; nor shall there be any liability of any Party for withdrawal of Automatic Aid once provided, pursuant to the terms of this Agreement..

#### **5. INSURANCE**

Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

#### **6. DURATION AND TERMINATION**

This agreement shall remain in full force and effect for five (5) years from the date hereof, unless terminated sooner, and may be renewed with the consent of all parties. Any party may terminate its participation in this agreement prior to expiration by providing written notice to all other parties, with not less than thirty (30) days notice. Such notice shall automatically terminate the agreement as to the party giving notice on the date set in the notice.

#### **7. AGREEMENT NOT EXCLUSIVE**

This agreement is not intended to be exclusive between the parties. Any of the parties may enter into separate mutual assistance or mutual aid agreements with any other party or parties. Entry into such separate agreement shall not, unless specifically stated therein, affect any relationship or covenant herein contained.

#### **8. MISCELLANEOUS PROVISIONS**

a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.

- b. **Provision Severable.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. **Rights and Remedies are Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. **Entire Agreement.** This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters.
- e. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Idaho.
- f. **Preparation of Agreement.** No presumption shall exist in favor of or against any Party to this Agreement as a result of the drafting and preparation of the document.
- g. **No Waiver.** No waiver of any breach by any Party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- h. **Effective Date.** This Agreement is effective as to each party as to the date of the signature of each Party who have signed this Agreement regardless whether all the Parties listed herein have executed this Agreement.
- i. **Counterparts.** This agreement may be executed in counterparts, and each counterpart shall be deemed an original.

***IN WITNESS WHEREOF***, this agreement has been executed by the parties as of the date first above written.

APPROVED BY:

_____ Neil Bradshaw	_____ Mayor, City of Ketchum	_____ Date
_____ Robin Crotty	_____ Clerk, City of Ketchum	_____ Date
_____ Bill McLaughlin	_____ Chief, Ketchum Fire Department	_____ Date

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Jay Bailet	Chair, Wood River Fire Protection District	Date
Stephanie Jaskowski	Clerk, Wood River Fire Protection District	Date
Chief Ron Bateman	Chief, Wood River Fire Protection District	Date

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## City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Accept Engagement Letter From Workman & Company for Audit Services**

#### Recommendation and Summary

Staff is recommending the council approve the engagement letter with Workman & Company for audit services using the following motion:

**"I move to approve the engagement letter with Workman & Company for audit services for fiscal year 2020 and authorize to the Mayor to sign the letter."**

The reason for the recommendation is as follows:

- Section 50-1010 of the Idaho Statutes requires the Council to cause a full and complete audit of the financial statements of the City each fiscal year.

#### Introduction and History

The City of Ketchum is required under Section 50-1010 of the Idaho Statutes to conduct a "full and complete audit of the financial statements" each fiscal year. City finance staff last conducted a review of audit providers in 2019 and selected Workman and Company to perform the services, with approval of the City Council.

#### Analysis

Staff is recommending award of FY 2020 audit services to Workman & Company. Workman & Company has provided an engagement letter for \$8,200, the same cost as last year. Workman & Company will start the audit on October 15, 2020, and finish no later than December 15, 2020.

#### Sustainability Impact

There is no sustainability impact arising from this action.

#### Financial Impact

The funding for this audit is included in the budget consistent with the requirements of state law.

#### Attachments

Attachment A: Engagement Letter



# WORKMAN & COMPANY

Office of  
Accounting

2190 Village Park Avenue, Suite 300 • Twin Falls, ID 83301 • 208.733.1161 • Fax: 208.733.6100

September 10, 2020

City of Ketchum, Idaho  
115 Main Street S, Suite H  
Ketchum, ID 83333

We are pleased to confirm our understanding of the services we are to provide the City of Ketchum, Idaho (City) for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Ketchum, Idaho as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements.

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of my audit of the City's financial statements. Our report will be addressed to the City Council of the City of Ketchum, Idaho. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise

in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during my audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because We will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which We are not engaged as auditor.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that

are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and We will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will also assist in preparing certain portions of the following: the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. The fee for these other services will be determined in a separate contract.

#### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud

could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of any of the following: the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Ketchum, Idaho; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Workman and Company, CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to

others, any federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Workman and Company, CPAs personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 2, 2020 and to issue our reports no later than January 31, 2021. Brady Workman is the engagement manager and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will not exceed \$ 8,200. These fees are based on anticipated cooperation of City personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before incurring the additional costs. We appreciate the opportunity to be of service to the City of Ketchum, Idaho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

***Workman & Company***

RESPONSE:

This letter correctly sets forth the understanding of the City of Ketchum, Idaho.

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

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

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



## City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Direction and potential approval on Right-of-Way Encroachment Agreement 20494 with Idaho Power for undergrounding power lines in the city right-of-way and direction on associated city funding.**

Recommendation and Summary

Staff is seeking direction from Council on encroachments associated with the undergrounding of power lines beginning at 7<sup>th</sup> St. and extending south of 8<sup>th</sup> St. in the alley west of Warm Springs Road and direction on funding a portion of the undergrounding work. This request was before the Council at the August 3, 2020 and September 8, 2020 meetings. At the last meeting, Council asked staff to explore eliminating the new pole proposed at the NW corner of 7<sup>th</sup> Street and the alley and shift the start of the undergrounding south of 7<sup>th</sup> Street. Staff has discussed this option with Idaho Power and information is provided below.

New Information

At the last meeting, Council requested staff explore the concept of eliminating the proposed new 45 foot high pole located at the NW corner of 7<sup>th</sup> Street and the alley and shift the beginning of the undergrounding south to the existing pole located at the SW corner of the 7<sup>th</sup> Street and alley. This would eliminate the need for the new pole.

Staff discussed the concept with Idaho Power and determined the existing pole at the SW corner cannot be used because it will require a downguy wire to extend 30 feet north of the existing pole into the 7<sup>th</sup> Street. However, staff did discuss an alternative with Idaho Power. The alternative would be to remove the existing SW pole and install a new pole further south along the alley to accommodate the downguy wire. This option would eliminate the new pole at the NW corner, eliminate the existing pole at the SW corner and include installation of a new 45 foot high pole south of 7<sup>th</sup> Street in the alley. The alternative is beneficial in several ways.

- The new location will not interfere with the operations of Moss Garden Center, the pole and downguy will be placed away from the gate.
- The proposed location is within an unimproved alley with a low likelihood of redevelopment in the near future.
- The new location will eliminate the proposed new pole at the NW corner that would impact alley maintenance and access. As properties on Warm Springs Road adjacent to the alley redevelop, access to the properties will occur from the alley. This is because access from Warm Springs Road is not feasible due to the slope of the street. Property owners have inquired with the Planning and Building Department about redeveloping their properties.
- The existing pole located at the SW corner will be removed. This pole is located in the sidewalk and impedes pedestrian movement.

Idaho Power has indicated the additional cost for this modification is \$40,000 and will require an exception to the City's limitations on digging in the right of way. Staff is supportive of granting a waiver to the dig limitations. There are sufficient funds in the budget to cover the additional undergrounding costs.

Council has several options:

- Provide additional funding to remove the existing pole at the SW corner and install a new 45 foot high pole south of 7<sup>th</sup> Street so that the start of the undergrounding occurs further south in the alley adjacent to Moss Garden Center.
- Approve the 2 new 45-foot high poles to be located in the right of way as originally proposed along with the underground infrastructure.
- Not allow any above grade infrastructure to be placed in the city right of way. All above grade infrastructure should be located on private property or underground. Only allow underground infrastructure to be placed in the city right of way.
- Consider if the city contribution should be reduced or remain the same.

Once the Council has determined the approach to take, the following motion is recommended:

"I move to authorize the Mayor to sign Encroachment Agreement 20494 with Idaho Power and funding as determined at the September 21, 2020 Council meeting.

#### Background

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 or relocation of the encroachment.

Since 2016, individuals can request city funding to assist with the engineering and construction cost associated with undergrounding power lines. The City and KURA have approved funding for a portion of the project relocation costs as outline below.

City Funding: \$30,319

KURA Funding (Max): \$24,000

The city has been working to remove power poles from alleys throughout the city. Though the city currently does not maintain this alley there have been inquiries about the City maintaining the alley as properties develop. The addition of poles in the 20' alley right of way would further impede maintenance and circulation in the alley and alley access to the adjacent properties.

The City agreed to provide \$30,139 of funding which was 25% of the full costs for undergrounding and require all infrastructure associated with the undergrounding to be located underground and on private property.

#### Financial Impact

There are no additional financial impacts to the City budget resulting from approval or modification of the encroachment agreement or funding request.

Attachments:

Attachment A: Encroachment Agreement 20494

**WHEN RECORDED, PLEASE RETURN TO:**

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

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**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20494**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2020, by and between \_\_\_\_\_, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

*RECITALS*

WHEREAS, Owner wishes to permit placement of power poles and underground electrical power lines in the public alley right-of-way between 7<sup>th</sup> St. and 8<sup>th</sup> St. west of Warm Springs. 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 power infrastructure identified in Exhibit "A" within the public alley right-of-way between 7<sup>th</sup> St. and 8<sup>th</sup> St. west of Warm Springs, until notified by Ketchum to remove the same.

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

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

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed



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

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

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

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

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

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

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

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

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

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

the future (“Franchise Agreement”), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

OWNER:

CITY OF KETCHUM:

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

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

STATE OF IDAHO )  
County of Blaine ) ss.

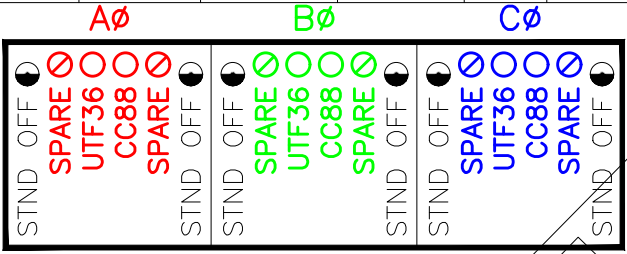
On this \_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation 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"**

UNDERGROUND CABLE NOTES										
POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH
1	EX SPARE	X32				-	DDB4	4	215	-
1	X32	X50	DCP1K3	1100-3	415	335	DDB6	6	335	SLURRY
3	AC44	PRI STUB				20	DDB2	2	20	SLURRY
3	CC66	AC44	DCP10	1/0 A	225	210	DDB2	2	210	-
3	AC44	SECD STUB					DDB3S	3	60	
4	AC44	AC44A	D3SC35	350TxS	120	110	DDB3S	3	110	-
5	AC44	#791	D3SC35	350TxS	95	65	DDB3S	3	65	SLURRY
6	AC44	#731	D3SC35	350TxS	50	20	DDB3S	3	20	-
7	AC44	#271	D3SC35	350TxS	115	75	DDB3S	3	75	SLURRY



CC66

**EASEMENT REQUIRED**

Date Obtained: \_\_\_\_\_  
 To be Obtained: \_\_\_\_\_  
 From \_\_\_\_\_



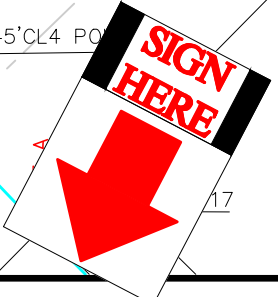
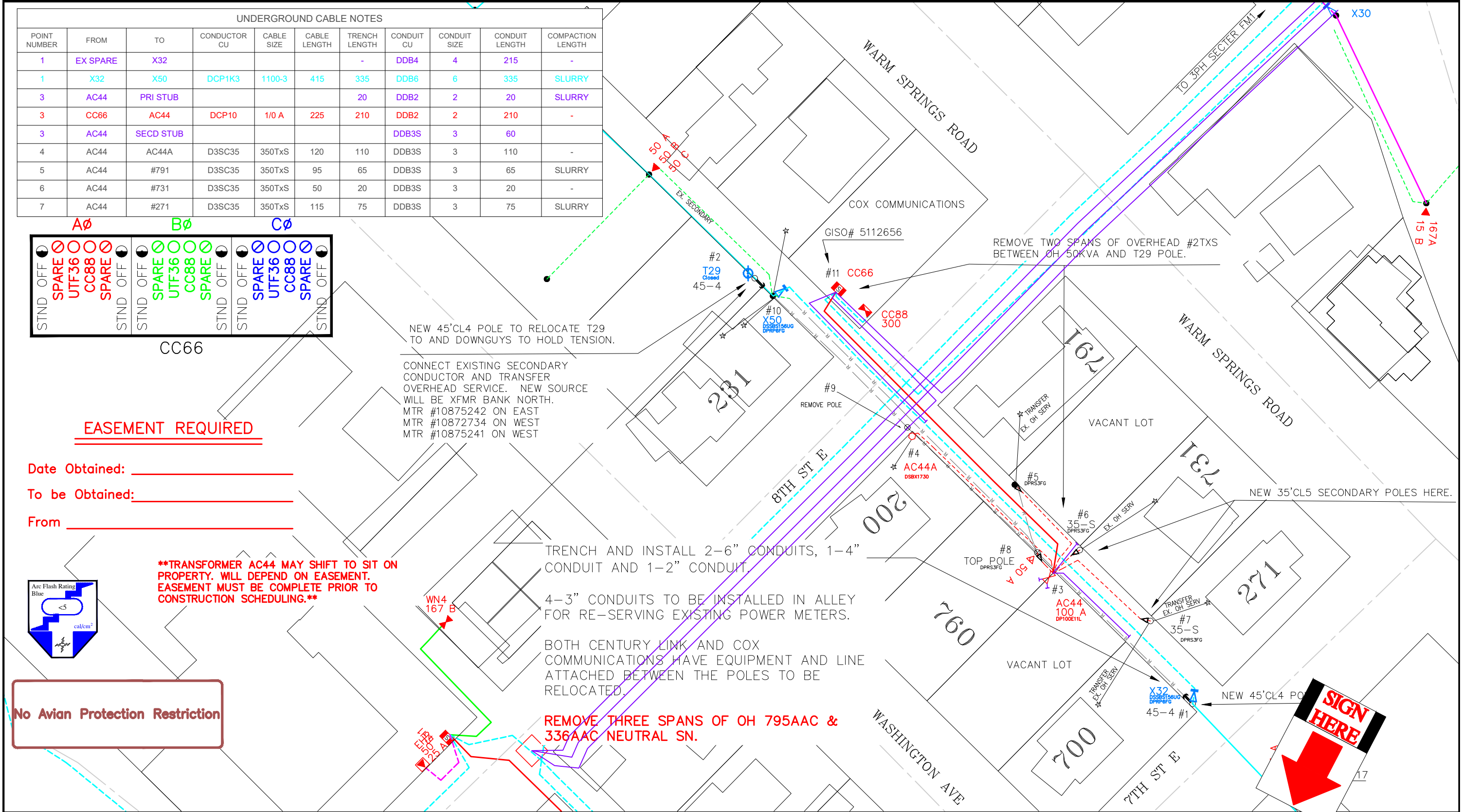
**\*\*TRANSFORMER AC44 MAY SHIFT TO SIT ON PROPERTY. WILL DEPEND ON EASEMENT. EASEMENT MUST BE COMPLETE PRIOR TO CONSTRUCTION SCHEDULING.\*\***

No Avian Protection Restriction

NEW 45'CL4 POLE TO RELOCATE T29 TO AND DOWNGUYS TO HOLD TENSION.  
 CONNECT EXISTING SECONDARY CONDUCTOR AND TRANSFER OVERHEAD SERVICE. NEW SOURCE WILL BE XFMR BANK NORTH.  
 MTR #10875242 ON EAST  
 MTR #10872734 ON WEST  
 MTR #10875241 ON WEST

TRENCH AND INSTALL 2-6" CONDUITS, 1-4" CONDUIT AND 1-2" CONDUIT.  
 4-3" CONDUITS TO BE INSTALLED IN ALLEY FOR RE-SERVING EXISTING POWER METERS.  
 BOTH CENTURY LINK AND COX COMMUNICATIONS HAVE EQUIPMENT AND LINE ATTACHED BETWEEN THE POLES TO BE RELOCATED.

REMOVE THREE SPANS OF OH 795AAC & 336AAC NEUTRAL SN.



Job Title: <b>CASTELLANO RESIDENCE-760 N WASHINGTON AVE/KETCOH TO UG RELC</b>	Feeder Map File Name: <b>KCHM1401</b>	Surveyed or GPS: <b>GPS</b> Joint Use Attachment: <b>YES</b>	FDR By: ---- Date: ----	Designer: <b>CDC0468</b>
Additional Description: <b>RELOCATE EXISTING OVERHEAD DISTRIBUTION FACILITIES TO UNDERGROUND DISTRIBUTION FACILITIES.</b>	Qua: <b>1</b> Twn: <b>04N</b> Rng: <b>17E</b> Sec: <b>13</b> BM: <b>BM</b>	Pre-Built Date: ---- Built as Designed: ---- Construction Date: ---- Operating Voltage: <b>12.5 kV</b>	ArcFM By: ---- Date: ----	Design No: <b>0000133452</b>
State: <b>ID</b>	County: <b>Blaine</b>			Work Order No: <b>27549457</b>



City of Ketchum  
City Hall

September 17, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Agreement #20505 with CSHQA  
for Task 02 Architectural Services and Agreement #20506 with CORE Construction  
for Construction Manager as General Contractor (CM/GC) Services**

Recommendation and Summary

Staff is recommending the Council provide authorization to the Mayor to enter into Contract 20505, with CSHQA to provide for Task 2 of architectural services for the new city hall, and Contract 20506 with CORE Construction to provide CM/GC preconstruction services for the new city hall.

"I move to approve Contract 20505, subject to legal approval, in an amount not to exceed \$12,000 with CSHQA for Task 02 architectural services for the new city hall, and Contract 20506, subject to legal approval, in an amount not to exceed \$20,000 with CORE Construction to provide Construction Manager as General Contractor services for the new city hall.

The reasons for the recommendation are as follows:

- CSHQA performed programming services and conceptual designs for the new city hall.
- Task 02 services are required to explore energy efficiency measures and to work with the CM/GC to develop potential phased construction options and associated costs.
- CORE Construction was selected by a committee of city representatives as the most highly qualified proposer to act as construction manager as general contractor on the new city hall.
- The city plans to relocate to the new city hall in May 2021.

Introduction and History

On June 15, 2020, City Council awarded Contract 20477 to CSHQA for the first phase of architectural services providing programming and conceptual designs for the new city hall. Task 02 – Work Session and Concept Exploration will allow architect to perform further analysis of the project with the CM/GC. Staff will provide Council with construction options and cost estimates late in October or early November. Sustainability measures will also be explored and presented to Council.

The city plans to use the construction-manager-as-general-contract-at-risk delivery method for the new city hall project, contracting with CORE Construction for preconstruction services during the design phase. Idaho Code section 54-4511 provides a process for the public agencies seeking to use this project delivery method. Pursuant to the requirements of Idaho Code 54-4511, the City intends to contract

with CORE Construction for preconstruction services during the design phase. In such an arrangement, Core Construction will partner with CSHQA and a committee of city representatives during the project design to provide constructability reviews, cost estimating and similar non-construction professional services.

These elements of the project are necessary to move the project forward.

#### Analysis

On June 16, 2020, a three-day, in-person work session took place with CSHQA and a committee of city representatives. A review of the building at 191 5<sup>th</sup> Street was also conducted. After the initial work session, several Zoom meetings occurred to review the programming and conceptual designs developed by CSHQA, which were based upon city needs. To proceed and obtain a cost estimate, the city must contract with a CM/GC to work with CSHQA and a committee of city representatives through concept exploration, and the schematic and design development phases.

On August 21, 2020, the city released a Request for Proposals (RFP) for CM/GC services publicly on its website and also sent the documents to known construction project management firms. The RFP was additionally advertised in the Idaho Mountain Express and posted on several industry websites during the same period. The city received five proposals by August 21, 2020.

A selection committee reviewed and evaluated the proposals. A short-list of the most highly ranked proposers was created, and interviews were scheduled with three firms on September 2, 2020. As a result of the evaluations, CORE Construction is being recommended to the City Council for contract award.

In recent on-site tours with individual Council members, city staff gained input on the initial conceptual plans. CSHQA and CORE Construction will use Council's suggestions as they develop various concept plans and cost estimates for their consideration prior to moving on to next steps.

#### Sustainability Impact

The existing systems and structure will be further evaluated by CSHQA and CORE Construction during this next phase, with the goal of achieving LEED certification or equivalent, if possible.

#### Financial Requirement/Impact

CSHQA has provided a proposal for Task 02 – Work Session and Concept Exploration for a not-to-exceed cost of \$12,000. CORE Construction has provided a proposal for preconstruction services in the amount of \$20,000 This portion of the project will be funded by the essential services facility fund.

#### Attachments:

- Contract #20505 & #20506
- CSHQA Proposal
- CORE Construction Proposal

# DRAFT AIA® Document A133™ – 2009 SP

## *Standard Form of Agreement Between Owner and Construction Manager as Constructor, for use on a Sustainable Project where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the «twenty-first» day of «September» in the year «2020»  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status and address)

«City of Ketchum» «An Idaho Municipal Corporation»  
«480 East Avenue  
Ketchum, ID 83340»

and the Construction Manager:  
(Name, legal status and address)

«CORE» «An Idaho Limited Liability Company»  
«777 North 4<sup>th</sup> Street  
Boise, ID 83702»

for the following Project:  
(Name and address or location)

«New City Hall»  
«191 Fifth Street  
Ketchum, ID 83340»

The Architect:  
(Name, legal status and address)

«CSHQA» «»  
«200 Broad Street  
Boise, ID 83702»

The Owner's Designated Representative:  
(Name, address and other information)

«Lisa Enourato»  
«»  
«»  
«»  
«»  
«»

The Construction Manager's Designated Representative:  
(Name, address and other information)

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017 SP, General Conditions of the Contract for Construction, for use on a Sustainable Project, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.



«Seth Maurer, Member »  
«CORE | Headwaters LLC »  
«777 North 4<sup>th</sup> Street »  
«Boise, ID 83702 »  
«(208) 794-0550 »  
«Seth Maurer@coreconstruction.com »

The Architect's Designated Representative:  
(Name, address and other information)

«Danielle Weaver »  
«CSHQA Architects »  
«200 Broad Street »  
« Boise, ID 83702 »  
«(208) 343-4635 »  
«Danielle.weaver@cshqa.com »

The Owner and Construction Manager agree as follows.



## TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

## EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, the Sustainability Plan, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

#### § 1.1.1 Order of Precedence

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) the drawings, specifications, and addenda issued prior to the execution of this Agreement; (d) information furnished by the Owner pursuant to Article 3 of the Agreement or Article 2 of the General Conditions of the Contract; (e) other documents listed in this Agreement. Among all the Contract Documents, the term or provision that is most specific or includes the latest date shall control. If any provision of this Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provision of this Agreement governs, unless the other provision specifically refers to the provision it supersedes and replaces in this Agreement.

#### § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish

or approve, in a timely manner, information required by the Construction Manager, including information relevant and necessary for achievement of the Sustainable Objective, and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2017 SP, General Conditions of the Contract for Construction, for use on a Sustainable Project, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017 SP, which document is incorporated herein by reference. The term “Contractor” as used in A201–2017 SP shall mean the Construction Manager.

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. During the Preconstruction Phase and Construction Phase, the Construction Manager shall perform those Sustainable Measures identified as the responsibility of the Construction Manager in the approved Sustainability Plan and any approved changes to the Sustainability Plan. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, anticipated Sustainable Objective, schedule and construction budget requirements, each in terms of the other.

#### § 2.1.2 Sustainability Workshop

The Construction Manager shall attend a Sustainability Workshop conducted by the Architect with the Owner and, as requested by the Architect, with the Owner's consultants, the Architect's consultants and the Construction Manager's consultants, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures to be targeted; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule and the Owner's program and budget.

#### § 2.1.3 Sustainability Documentation

The Construction Manager shall prepare and submit to the Architect the Sustainability Documentation required from the Construction Manager by the Sustainability Plan.

#### § 2.1.4 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work and the requirements of the Sustainability Plan. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements, including the Sustainability Plan, to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall identify any potential impact its recommendations may have on achievement of the Sustainable Measures or the Sustainable Objective.

§ 2.1.5 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services, including preparation of the Sustainability Plan. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion or achievement of the Sustainable Objective. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in

advance of construction; specific milestone dates related to the requirements of the Sustainability Plan; and the occupancy requirements of the Owner.

#### § 2.1.6 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

#### § 2.1.7 Preliminary Cost Estimates

§ 2.1.7.1 Based on the preliminary design and other design criteria prepared by the Architect, and the Owner's anticipated Sustainable Objective, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.7.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, and the Sustainability Plan the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design and the Sustainability Plan until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

#### § 2.1.8 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.9 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### § 2.1.10 Extent of Responsibility

§ 2.1.10.1 The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings, Specifications, and the Sustainability Plan, are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, or requirements of the Certifying Authority, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.10.2 The Owner and Construction Manager acknowledge that achieving the Sustainable Objective is dependent on many factors beyond the Construction Manager's control, such as the Owner's use and operation of the Project; the services provided by the Architect or the work or services provided by the Owner's other contractors or consultants; or interpretation of credit requirements by a Certifying Authority. Accordingly, the Construction Manager does not warrant or guarantee that the Project will achieve the Sustainable Objective.

#### § 2.1.11 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

## § 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications, and the Sustainability Plan, are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 The Sustainability Plan;
- .3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications, and the Sustainability Plan;
- .4 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .5 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .6 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications, and the Sustainability Plan, to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications, and the Sustainability Plan, to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications and the Sustainability Plan.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 2.3 Construction Phase

#### § 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2017 SP, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall be five (5) days from Construction Manager’s receipt of the latter of the following:

1. Fully executed Agreement including the GMP Amendment.
2. Evidence of funding satisfactory to Construction Manager.
3. Issuance of Site Permit, Building Permit, and any other permits required to commence the Work.
4. Owner’s Notice To Proceed with Construction.

#### § 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2017 SP.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project and the progress toward achievement of the Sustainable Objective. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

#### § 2.4 Professional Services

Section 3.12.10 of A201–2017 SP shall apply to both the Preconstruction and Construction Phases.

#### § 2.5 Hazardous Materials

Section 10.3 of A201–2017 SP shall apply to both the Preconstruction and Construction Phases.

### ARTICLE 3 OWNER'S RESPONSIBILITIES

#### § 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, including the Owner's anticipated Sustainable Objective, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests,

evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.1.5 Based on the Owner's approval of the Sustainability Plan and any approved changes to the Sustainability Plan, the Owner shall perform those Sustainable Measures identified as the responsibility of the Owner in the Sustainability Plan, or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants performs the contractor's or consultant's services in accordance with the Sustainability Plan.

§ 3.1.6 The Owner shall provide to the Construction Manager any information requested by the Construction Manager that is relevant and necessary for achievement of the Sustainable Objective.

§ 3.1.7 The Owner shall comply with the requirements of the Certifying Authority as they relate to the ownership, operation and maintenance of the Project both during construction and after completion of the Project.

§ 3.1.8 The Owner shall provide the services of a commissioning agent that shall be responsible for commissioning of the Project.

### § 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017 SP, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

### § 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007 SP, Standard Form of Agreement Between Owner and Architect, for use on a Sustainable Project, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:  
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Twenty Thousand and No/100 Dollars (\$20,000.00) »

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within «four» ( «4 » ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.



§ 4.2 Payments

§ 4.2.1 Payment for pre-construction services will be made in accordance with the following schedule:

Alternatives Analysis	15% of Total
Design Development Phase	15% of Total
50% Construction Documents	15% of Total
100% Construction Documents	30% of Total
Submittal of GMP Proposal	12.5% of Total
Submittal of Final CM/GC Review Comments	12.5% of Total

§ 4.2.2 Payments are due and payable upon approval of the Construction Manager’s invoice. Amounts unpaid «forty-five » ( «45 » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

«1 » % «(one percent) »

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee.

§ 5.1.1 The Construction Manager’s Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)*

«To be negotiated at time of GMP»

§ 5.1.2 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

« To be negotiated at time of GMP»

§ 5.1.3 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

« To be negotiated at time of GMP »

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

*(Insert specific provisions if the Construction Manager is to participate in any savings.)*

« Percentage Split of Savings: As defined on the AIA Document A133-2009 SP Exhibit A Guaranteed Maximum Price Amendment. »

«Percentage Split of CM/GC’s Contingency Savings: As defined on the AIA Document A133-2009 SP Exhibit A Guaranteed Maximum Price Amendment. »

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

### § 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2017 SP, General Conditions of the Contract for Construction, for use on a Sustainable Project. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2017 SP, General Conditions of the Contract for Construction, for use on a Sustainable Project.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms “cost” and “fee” as used in Section 7.3.3 of AIA Document A201–2017 SP and the term “costs” as used in Section 7.3.8 of AIA Document A201–2017 SP shall have the meanings assigned to them in AIA Document A201–2017 SP and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in the above-referenced provisions of AIA Document A201–2017 SP shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

### § 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when working directly for the project, whether on or off-site with the Owner’s prior approval  
*(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager’s principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

§ 6.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

### § 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

### § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

### § 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.4.3 of AIA Document A201–2017 SP or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2017 SP or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

## § 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2017 SP.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 SP or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

## § 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

### § 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

### § 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Section 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

### § 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the «fifth » day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the «twentieth » day of the «following » month. If an Application for Payment is received by the Architect after the

application date fixed above, payment shall be made by the Owner not later than «forty-five » ( «45 » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2017 SP;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of «Five » percent ( «5 » %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of «Five» percent ( «5 » %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2017 SP.

§ 7.1.8 The Owner and Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Construction Manager shall execute subcontracts in accordance with those agreements

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.1.11 The amount retained shall be 5% of the value of Work until 50% of the Work has been completed. The Owner may also pay the invoiced value, less retention, of materials properly stored on site or in approved, bonded and insured facilities. At 50% completion, further partial payments shall be made in full to the Construction Manager and no additional amounts may be retained unless the Architect certifies that the Work is not proceeding satisfactorily but amounts previously retained shall not be paid to the Construction Manager. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 5% of the value of Work completed.

## § 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2017 SP, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2017 SP. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2017 SP. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2017 SP. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

## ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2017 SP. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2017 SP.)

See attached Exhibit B.

Performance and/or Payment Bond in the amount of One Hundred Percent (100%) of the Contract Price

## ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2017 SP. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2017 SP, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017 SP

Litigation in a court of competent jurisdiction

Other: *(Specify)*

### § 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2017 SP for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

## ARTICLE 10 TERMINATION OR SUSPENSION

### § 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2017 SP.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- 1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
  - 2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost-of-the-Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- and



- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

#### § 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2017 SP.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2017 SP shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2017 SP shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

#### § 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017 SP. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2017 SP, except that the term “profit” shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

### ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2017 SP.

#### § 11.2 Ownership and Use of Documents

Section 1.5 of A201–2017 SP shall apply to both the Preconstruction and Construction Phases.

#### § 11.3 Governing Law

Section 13.1 of A201–2017 SP shall apply to both the Preconstruction and Construction Phases.

#### § 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2017 SP, neither party to the Contract shall assign the Contract as a

whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

«In the event of a conflict between this document and the A201-2017SP, this document shall take precedence. »

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- 1 AIA Document A133™–2009 SP, Standard Form of Agreement Between Owner and Construction Manager as Constructor, for use on a Sustainable Project where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- 2 AIA Document A201™–2017 SP, General Conditions of the Contract for Construction, for use on a Sustainable Project
- 3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

«or facsimile thereof »

- 4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

«or facsimile thereof »

- 5 Other documents:  
(List other documents, if any, forming part of the Agreement.)

«Exhibit A – DRAFT AIA A133-2009 GMP Amendment to be used pending Owner’s Approval of Construction Manager’s GMP Proposal  
Exhibit B – Construction Manager’s Provided Insurance  
Payment Bond (AIA A312-2010 Form or facsimile thereof)  
Performance Bond (AIA A312-2010 Form or facsimile thereof) »

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

«Mayor Neil Bradshaw » «City of Ketchum »  
\_\_\_\_\_  
(Printed name and title)

«Seth Maurer, Member » «CORE | Headwaters LLC »  
\_\_\_\_\_  
(Printed name and title)

# **INDEPENDENT CONTRACTOR AGREEMENT #20505**

This Professional Services Agreement (“Agreement”) is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho (“City”), and CSHQA, (“Contractor”).

## **RECITALS**

Whereas, the City of Ketchum purchased the building at 191 5<sup>th</sup> Street for a new City Hall; and

Whereas, the City selected CSHQA to perform programming and conceptual design for the new City Hall; and

Whereas, in order to move forward with the project, the City should contract with CSHQA on the next phase which includes working with a construction manager to provide cost estimates.

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

## **AGREEMENT**

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

**1. SCOPE OF WORK:**

Contractor will provide the services outlined in the CSHQA Task 02 – Work Session and Concept Exploration, in adherence to the Revised Task Order No.: 2 (attachment A).

Task 2 of the project will include a two-day work session to explore energy efficiency measures, provide concept plans demonstrating options, and working with a CM/GC to provide pricing and constructability narratives on the various options.

**2. AMOUNT AND METHOD OF PAYMENT:** The City agrees to pay Contractor for services rendered under this Agreement on a payroll cost basis not-to-exceed twelve thousand dollars (\$12,000) plus reimbursable expenses.

(a) Contractor shall maintain time and expense records and make them available to the City monthly and provide monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

(b) All invoices shall be paid by the City within forty-five (45) days of receipt of proper invoice unless no funds are available, then as soon as funds become available. Uncontested invoices paid after forty-five days may be subject to the statutory rate of interest pursuant to Idaho Code section 67-2302.

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

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

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

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

7. **WORKER'S COMPENSATION:** While performing duties within the scope of the professional services, as set forth herein, Contractor shall be covered under the City's workers compensation liability policy.

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

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

10. **TERM OF AGREEMENT:** This Agreement shall commence as of the effective date specified in Section 25 and shall remain in effect up to 60 days unless terminated by either party as specified in Section 16, or extended by mutual consent of both parties.

11. **ENTIRE AGREEMENT:** This Agreement, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

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

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

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

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

16. **TERMINATION OF AGREEMENT:**

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

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

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

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

To CONTRACTOR: Danielle Weaver  
CSHQA  
200 Broad Street  
Boise, ID 83702

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

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

20. **INDEMNIFICATION:** CSHQA agrees to indemnify and hold the City of Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of CSHQA, its managers, members, directors, officers, shareholders, agents and employees.

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

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

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

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

25. **EFFECTIVE DATE:** The effective date of this Agreement shall be the day this Agreement is signed by the City.

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

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

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

**CITY OF KETCHUM**

**CONTRACTOR**

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Robin Crotty  
City Clerk

DATE: \_\_\_\_\_





## City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Request for Council Policy Direction on the Location of Community Housing Units for New Development**

#### Recommendation and Summary

Staff is requesting the Council discuss and provide direction to staff if the policy to locate community housing units associated with new development in Ketchum should be changed to allow community housing units to be located outside of Ketchum.

The reasons for the request are as follows:

- Historically, if an applicant acquired a unit to meet their community housing obligation, that unit was required to be located in the city of Ketchum to mitigate the impact within Ketchum.
- The project at 660 Fist Avenue was required to provide 1,017 square feet dedicated to community housing. This consisted of one on-site 618 square foot community housing unit and payment of \$94,962 for the remaining 399 square feet.
- The applicant is requesting to provide the 618 square foot unit on site and deed-restrict a family owned rental unit located in Elkhorn, Sun Valley instead of paying the \$94,962 fee.
- Staff is requesting Council direction if the policy to locate community housing units in Ketchum should be changed. This change would apply to this project and future projects.

#### Introduction and History

Since 1994 the city of Ketchum requires community housing to be provided in exchange for granting additional floor area for new development projects. The current standards, adopted in 2006, require any project over a 1.0 floor area ratio (FAR) comply with the community housing standards in Ketchum Municipal Code (KMC) Section 17.124.040 (Attachment A).

#### Analysis

##### **Current Ordinance**

In 2006 when the current community housing standards were adopted, the Council discussion focused on mitigating the impact new development has on workforce/community housing within the city of Ketchum. With increased density and floor area, there is a greater demand for workforce housing. To mitigate this demand, projects over 1.0 FAR have been required to satisfy their community housing demand within the city of Ketchum. Since the impact from the development occurs in Ketchum, the mitigation for the impact is required to take place within Ketchum.

Locating required community housing units within Ketchum has been the policy since 2006 when the standards were adopted. Based on the minutes from the 2006 Council discussion, the Council adopted the

standards to ensure the provision of long-term housing for the residents and employees of Ketchum is available in all Ketchum neighborhoods.

Today, KMC Section 17.124.040 sets forth the standards for community development. KMC Section 17.124.040 B1 identifies the purpose of the community housing standards:

*“The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.”*

KMC Section 17.124.040 f, identifies various ways to mitigate the community housing impact. Housing constructed by an applicant, on or off site, must be within the city of Ketchum (Section 17.124.040 f (1)). However, acquisition of existing housing stock does not have similar language requiring the units to be located in the city of Ketchum. In practice, when applicants propose this approach, the units have been located in Ketchum.

### **Comprehensive Plan**

The 2014 Comprehensive Plan expresses the vision and policies to guide Ketchum’s future. The Plan devotes a chapter to promoting and implementing Ketchum’s housing vision through goals and policies. Those goals and policies reinforce the need to locate affordable housing units within the city of Ketchum. Chapter 3 of the Comprehensive Plan sets forth the vision for housing within Ketchum. The vision states:

*“The Ketchum community wants the majority of people who work in Ketchum to have an opportunity to reside here. We also want people who have lived here to be able to stay here regardless of their age. We know that the diversity of housing is critically linked to a strong economy and a year-round population. We also know that diverse and affordable housing is one of the first considerations for new business locating in a community.”*

The goals and polices of the Comprehensive Plan further reinforce the vision with the following policies:

Goal H-1: *Ketchum will increase its supply of homes, including rental and special needs housing for low-, moderate- and median income households.”*

Policy H-1.2: *“Ketchum will place greater emphasis on locally-developed solutions to meet the housing needs of low, moderate- and median-income households....”*

Policy H-1.3: *“Ketchum supports inclusion of affordable housing into existing neighborhoods to provide diversity. It will evaluate zoning regulations to accommodate this.”*

Policy H-1.4: *“Housing should be integrated into the downtown core and light industrial area, close to ski bases. The resulting mix of land use will help promote a greater diversity of housing opportunities as well as social interactions.”*

Goal H-2: *“The Ketchum community will support affordable housing programs.”*

Policy H-2.1: *“BCHA, ARCH, and KCDC will serve the important functions of promoting, planning, developing, managing, and preserving the long-term supply of affordable housing option in Ketchum. The City will partner with other entities to fulfill its housing goals.”*

Both the community housing standards in the KMC and the 2014 Comprehensive Plan reinforce the need for affordable community housing to be located within the city of Ketchum to ensure the community has a diversity of housing for residents and employees.

### **Use of Housing In-Lieu Fees**

While the production of on-site units is the preferred solution to meeting the community housing obligation, the payment of in-lieu fees helps fund additional community housing units in Ketchum. Recently, the Council committed in-lieu housing funds to assist the development of 56 units in the Bluebird Village project. The Council has also provided funds to the KETCH project to gain additional deed-restricted community housing units beyond what was required. In lieu housing funds are being used to create units within the city of Ketchum.

### Applicant's Request

The project located at 660 First Avenue was approved for a 12,129 square foot three-story building with seven residential units including one community housing studio. The project FAR is 2.09 with an increase of 5,981 square feet above the permitted 1.0 FAR. Based on the community housing formula, the project is required to provide 1,017 square feet of community housing to mitigate the impact of the additional project square footage. The project provides a 618 square foot on-site community housing unit and payment of \$94,962 in-lieu fees for the 399 square feet of remaining floor area. This is reflected in the Council approved Exceedance Agreement (Attachment B).

As outlined in Attachment C, the project applicant would like to provide the 618 square foot unit on site and instead of paying the \$94,962 in-lieu fee, would like to dedicate a rental unit currently owned by the applicant into a deed restricted unit for sale. The unit is located in Sun Valley, in Elkhorn.

Based on the information related to the adoption of the community housing standards and the Comprehensive Plan, staff indicated to the applicant the request is inconsistent with city policy and is not supported by staff. The applicant requested Council consideration of the request to change the existing policy. Should the Council agree with the applicant's request, staff will return to the Council with an amendment to the approved exceedance agreement for the project.

### Attachments:

Attachment A: KMC Section 17.124.040

Attachment B: Exceedance Agreement for 660 First Avenue

Attachment C: Applicant's Request

**17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:**

A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in chapter 17.08 of this title may exceed the floor area listed in the table below subject to section 17.124.050 of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.

2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:

a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.

b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.

c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.

e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.

f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:

- (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
- (2) Payment of an in lieu fee; or
- (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.

g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:

- (1) Land conveyance to the city;
- (2) Existing housing unit buy down or mortgage buy down; or
- (3) Other proposals and options as approved by the city council.

3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this



*JB*

**FAR EXCEEDANCE  
AGREEMENT**

**Parties:**

City of Ketchum	"City"	P.O. Box 2315, 480 East Ave. N., Ketchum, Idaho 83340
660 First Ave, LLC	"Developer"	Mailing: PO Box 5023, Ketchum, ID 83340  Physical Address: 660 N 1st Avenue (Ketchum Townsite: Block 34: Lot 6)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and 660 First Ave, LLC, a property owner in the City of Ketchum.

**RECITALS**

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.
- 2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to

FAR Exceedance Agreement - 1  
Contract #20424

accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.

3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty day notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement. Furthermore, the City acknowledges that the Building Owner, in its sole discretion, may choose not to build the residential units. In such an event, this FAR Exceedance Agreement will be modified.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.
11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective

only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS 21<sup>ST</sup> DAY OF OCTOBER, 2019.

Developer

Reid Sanborn  
Reid Sanborn  
660 First Ave, LLC

City of Ketchum, Idaho

Neil Bradshaw  
Neil Bradshaw, Mayor

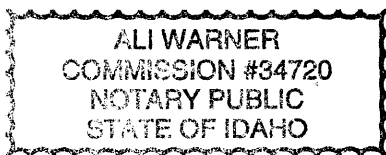
Attest:  
Robin Crotty  
Robin Crotty, City Clerk



STATE OF Idaho )  
County of Blaine ) ss.

On this 20 day of November, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Reid Sanborn, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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



Ali Warner  
Notary Public for Idaho  
Residing at Ketchum ID  
Commission expires 9-19-21

FAR Exceedance Agreement - 3  
Contract #20424

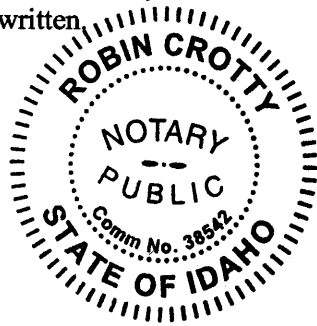


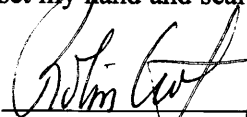
STATE OF Idaho, )  
 ) ss.  
County of Blaine. )

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 25 day of November, 2019, 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 state of Idaho  
Residing at Ketchum  
Commission expires 11/20/2020

**17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:**

A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in chapter 17.08 of this title may exceed the floor area listed in the table below subject to section 17.124.050 of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
  - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
  - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
  - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
  - e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
  - f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
    - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
    - (2) Payment of an in lieu fee; or
    - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
  - g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
    - (1) Land conveyance to the city;
    - (2) Existing housing unit buy down or mortgage buy down; or
    - (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

**Exhibit B**

**EXCEEDANCE AGREEMENT COMPLIANCE**

**PROJECT:** Lofts at 660

**APPLICATION FILE NUMBERS:** Design Review P19-084

**REPRESENTATIVE:** Hollis Rumpeltes Architects

**DEVELOPER:** 660 First Ave, LLC (Reid Sanborn)

**REQUEST:** Development of a new seven unit, 812,129 sq ft multi-family residential building.

**LOCATION:** 660 N 1st Avenue (Ketchum Townsite: Block 34: Lot 6)

**ZONING:** Mixed-Use Subdistrict of the Community Core (CC-2)

**BACKGROUND:**

1. The applicant is proposing to construct a new 12,129 sq ft three-story building is comprised of seven dwelling units including one community housing unit studio. The project includes three parking spaces within two separate and enclosed garages at the ground level as well as four on-site parking spaces covered by the second-level roof and accessed from the Block 34 alleyway.
2. The site is located at 660 N 1st Avenue (Ketchum Townsite: Block 34: Lot 6) within the Mixed-Use Subdistrict of the Community Core (CC-2). Multi-family dwelling units are a permitted use in the CC-2 Zone, and unlike the Retail Core Subdistrict (CC-1), dwelling units may be sited on the ground floor
3. The subject interior lot has an area of 5,500 sq ft, which conforms to the 5,500 sq ft minimum lot area required in the CC-2 Zone.
4. The proposed floor area of the project will have a total area of 12,129 gross square feet.
5. Pursuant to the definition of gross floor area (KMC §17.08.020), four parking stalls for developments on single Ketchum Townsite lots of 5,600 sq ft or less are not included in the gross floor area calculation.
6. With the parking stall discount, the multi-family residential building has a proposed Floor Area Ratio (FAR) of 2.09 (11,481 gross sq ft/5,500 sq ft lot area).
7. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
8. The Planning and Zoning Commission approved the Design Review application (P19-084) for the Lofts at 660 multi-family residential building on September 9<sup>th</sup>, 2019. Building Permit plans must

conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

**Table 1. EXCEEDANCE ANALYSIS**

Yes	No	N/A	Regulation	City Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.040	<b>Floor Area Ratios and Community Housing</b>
				<p>The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.</p> <p><b>Permitted in Community Core Subdistrict 2(CC-2)</b>  <b>Permitted Gross FAR: 1.0</b>  <b>Permitted Gross FAR with Inclusionary Housing Incentive: 2.25</b>  <b>Proposed Gross Floor Area: 12,129 gross square feet</b></p> <p>Pursuant to the definition of gross floor area (KMC §17.08.020), four parking stalls for developments on single Ketchum Townsite lots of 5,600 sq ft or less are not included in the gross floor area calculation. The applicant has provided six parking spaces on-site. As the subject lot is less than 5,600 sq ft, Staff has discounted four parking stalls [4 x parking stall dimension pursuant to KMC §17.125.030(9 x 18)= 648 square feet] from the gross floor area calculation.</p> <p><b>Gross Floor Area with Parking Discount: 11,481 sq ft</b>  <b>Ketchum Townsite Lot 6 Area: 5,500 sq ft</b>  <b>FAR Proposed: 2.09 (11,481 gross sq ft/5,500 sq ft lot area)</b>  <b>Increase Above Permitted FAR: 5,981 sq ft</b>  <b>20% of Increase: 1,196 sq ft</b>  <b>Net Livable (15% Reduction): 1,017 sq ft</b>  <b>Community Housing In-Lieu Fee: \$241,991</b></p> <p>The applicant has proposed providing a 618 sq ft community housing studio on the second level of the multi-family residential building.  <b>Total Proposed Community Housing Net Livable Sq Ft Contribution: 618 sq ft</b>  <b>Remainder (399 sq ft) Community Housing In-Lieu Fee: \$94,962</b></p> <p><b><u>LOFTS AT 660 COMMUNITY HOUSING CONTRIBUTION PROPOSAL</u></b>  The applicant proposes to:</p> <ol style="list-style-type: none"> <li>1. Provide one 618 sq ft community housing studio on the first floor of the proposed multi-family residential building.</li> <li>2. Target subject community housing unit for Blaine County Housing Authority Income Category 4.</li> <li>3. List subject studio for rent or sale through the BCHA concurrent with the issuance of Certificate of Occupancy by the City for the project.</li> <li>4. Pay for the remaining 399 sq ft of community housing contribution through the community housing in-lieu fee. The total community housing in-lieu fee payment will be \$94,962.</li> </ol>

Ketchum City Council,

I would like to propose to amend my development agreement between 660 First Ave, LLC and the City of Ketchum for the FAR Exceedance portion tied to my community housing provision. My request proposes an additional off-site community housing unit that will be made immediately available for sale.

During the City Council meeting regarding the amendment to the development agreement for FAR Exceedance on 11-18-19 for the Onyx project, it became very clear that the Council and community members are in agreement that we need more units to be deed restricted for community housing. I tend to agree with this sentiment and would like to help add more community housing for our local work force that is immediately available. As prices continue to increase we see a lack of inventory that is available, my proposal is to add a deed restriction to a family owned studio in Elkhorn Village that is currently ready for sale. I have contacted Nathan Harvill at BCHA about making this unit deed restricted as a for sale property. Nathan was in favor and eager to get more units to those waiting to find a property.

Although this property is not in the City of Ketchum, it is in the North Valley and would most likely go to a local working in Ketchum. This property has been rented to local workers for over a decade providing a solid place to call home within minutes of the Ketchum core via bike, bus, or car. I believe it is paramount we bring more community housing units to market and with space limited, both Ketchum and Sun Valley share this responsibility together.

The applicable KMC 17.124.040 is published as the following:

A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section [17.124.050](#) of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
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T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

## B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.

2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:

a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.

b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.

c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.

e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.

f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:

(1) Housing constructed by the applicant on or off site, within the city of Ketchum;

(2) Payment of an in lieu fee; or

(3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.

g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:

(1) Land conveyance to the city;

(2) Existing housing unit buy down or mortgage buy down; or

(3) Other proposals and options as approved by the city council.

3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

According to section 2, paragraph f., of the Municipal Code, the City of Ketchum's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options



for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:

- (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
- (2) Payment of an in lieu fee; or
- (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.

The project at 660 N 1<sup>st</sup> Ave is providing a housing unit on-site for sale as part of our development agreement. We also request to add an additional unit to the BCHA housing stock. Item #3 does not specify a location of the housing unit, just that the housing unit needs to meet the governing housing authority's requirements and approval. BCHA is in favor of the additional and will approve said unit to the housing stock as they desperately need more inventory. I request that the Ketchum City Council review my request for the additional unit through an amended development agreement with the 660 N 1<sup>st</sup> Ave project.

Please reach out with any questions. I look forward to working with the City Council on this matter.

Sincerely,

Reid Sanborn  
Owner/Manager  
660 First Ave LLC



## City of Ketchum

September 21<sup>st</sup>, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold a Public Hearing and Approve the Lofts at 660 1<sup>st</sup> Avenue Condominium Preliminary Plat**

#### Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Condominium Subdivision Preliminary Plat submitted by Galena Engineering on behalf of property owner 660 First Avenue LLC to create seven (7) residential units within a 3-story multi-family residential building currently under construction near the intersection of N. 1<sup>st</sup> Avenue and E. 7<sup>th</sup> Street.

Recommended Motion: "I move to approve the Lofts at 660 1<sup>st</sup> Avenue Condominium Preliminary Plat and associated Findings of Fact, Conclusions of Law, and Decision for the application subject to conditions #1-7 included in the Findings."

The reasons for the recommendation are as follows:

- All Preliminary Plat regulations and development standards have been met (see attached draft Findings of Fact, Conclusions of Law, and Decision for analysis).
- The parcel of land is zoned Community Core, Subdistrict 2 – Mixed Use, and multi-family buildings (including buildings that are 100% residential) are permitted.
- The building was designed with the intent of being subdivided into condominium units.
- All city departments have reviewed the Preliminary Plat and have no outstanding concerns at this time.
  - The Engineering and Streets departments note that all right-of-way improvement must be completed prior to issuance of the Certificate of Occupancy (C of O); a C of O will be required prior to recording the Final Plat.
- The Preliminary Plat application and intent to condo minimize the building is separate from the developer's request to amend the existing Exceedance Agreement. Approval of the Preliminary Plat can occur independent of discussions related to the Exceedance Agreement. The Exceedance Agreement is required because the building currently under construction exceeds the by-right 1.0 Floor Area Ratio (FAR) permitted in the Community Core zone; the Exceedance Agreement is required whether or not the building is subdivide into condominiums.

#### Financial Impact

None at this time.

#### Attachments

1. Application cover sheet
2. Preliminary Plat, Lofts @ 660 1<sup>st</sup> Avenue
3. Draft Findings of Fact, Conclusions of Law, and Decision

**Attachment A.  
Application**



City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
Application Number:	P20-055
Date Received:	7-9-20
By:	MP
Fee Paid:	3675 <sup>00</sup>
Approved Date:	
By:	

### Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: The Lofts at 660 1st Avenue			
Owner of Record: Galena Peak Partners, LLC			
Address of Owner: PO Box 1769, Ketchum ID 83340			
Representative of Owner: Sean Flynn/Galena Engineering			
Legal Description: Ketchum Lot 6 Blk 34			
Street Address: 660 1st Avenue, Ketchum ID 83340			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 7 units			
Total Land Area: 5501 sq ft			
Current Zoning District: CC2: Community Core			
Proposed Zoning District: CC2: Community Core			
Overlay District: None			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: <b>Utilities</b>			
Briefly describe the improvements to be installed prior to final plat approval:			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

*Sean Flynn*  
Applicant Signature

7/8/20  
Date

**Attachment B.**  
**Preliminary Plat dated August 2020**

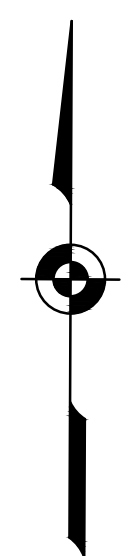
A CONDOMINIUM PLAT SHOWING  
**THE LOFTS @ 660 1ST AVENUE**

WHEREIN LOT 6, BLOCK 34, KETCHUM TOWNSITE IS CONDOMINIUMIZED  
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

AUGUST 2020



SCALE IN FEET



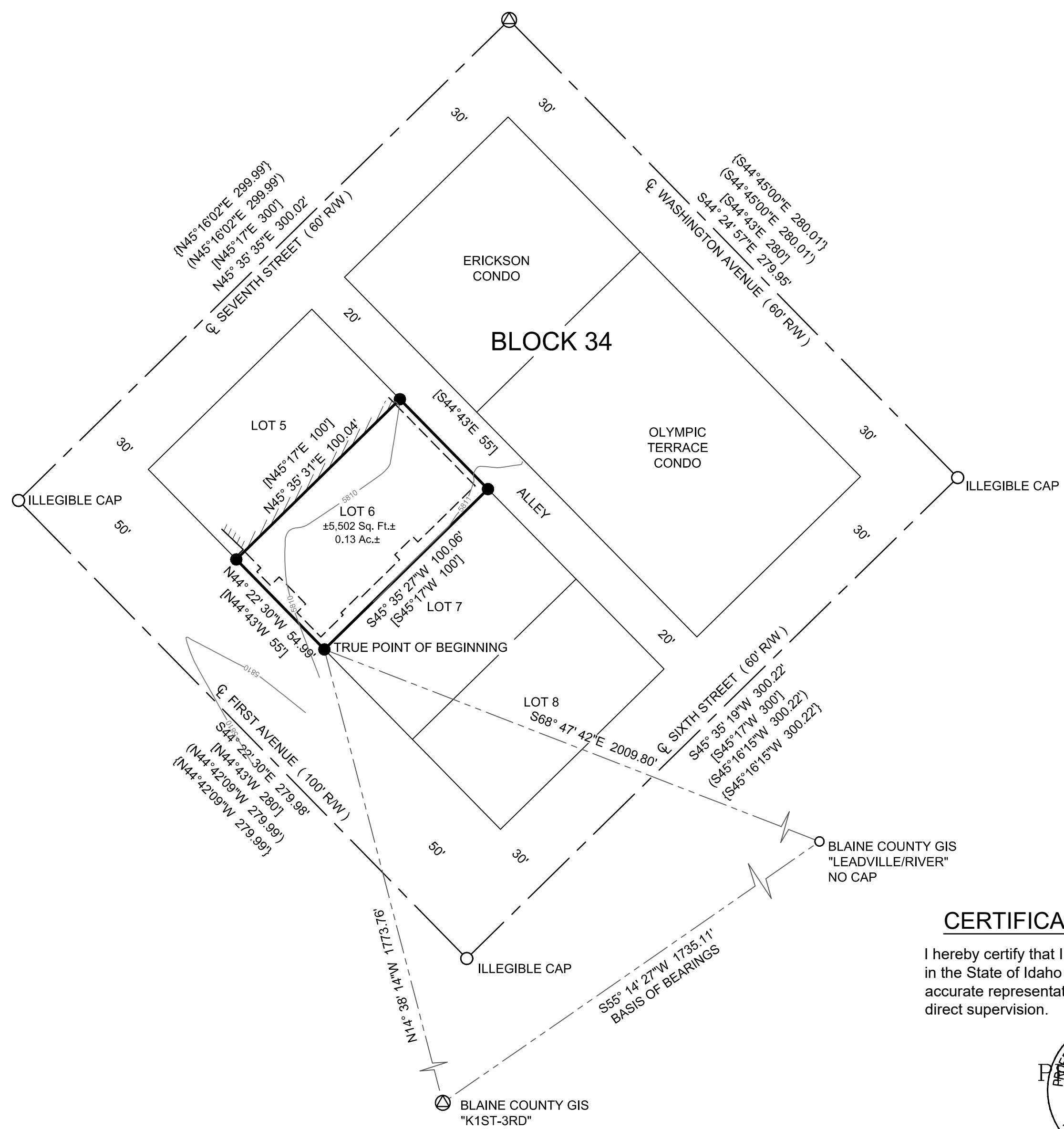
SCALE: 1" = 40'

**LEGEND**

- Property Line
- Adjacent Property Line
- Centerline Right of Way
- GIS Tie Line
- Composite Building Footprint of All Floors
- Existing Building
- 1' Contour Interval
- [ ] Record Bearing & Distance, Village of Ketchum, Instrument Number 302967
- ( ) Record Bearing & Distance, Olympic Terrace Condominiums, Instrument Number 547744
- { } Record Bearing & Distance, Ketchum Townsite: Block 34: Lot 4A, Instrument Number 531695
- Found 5/8" Rebar
- ⊙ Found Aluminum Cap on 5/8" Rebar
- Set 5/8" Rebar, P.L.S. 16670

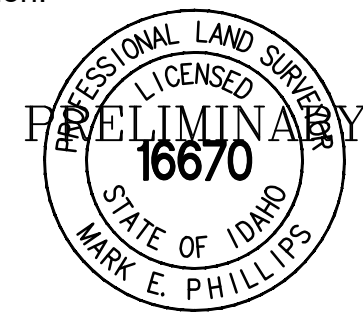
**SURVEY NARRATIVE & NOTES**

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 6, Block 34, Ketchum Townsite, Instrument Number 302967, records of Blaine County, Idaho, and to condominiumize said property as shown hereon. All found monuments have been accepted. Lot corner monuments were set by block breakdown and proportioning record distances. Instrument Numbers of the recorded surveys are listed in the legend, being the documents used in the course of this survey. Vertical Datum is NAVD 1988.
2. 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.
3. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
4. Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
5. 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 \_\_\_\_\_, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
6. 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.
7. Building ties are to the interior corners of unit walls.
8. 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.
9. The current zoning is CC. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
10. The owner is 660 First Avenue LLC, Reid Sanborn representative, PO Box 5023 Ketchum, ID 83340. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.



**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.



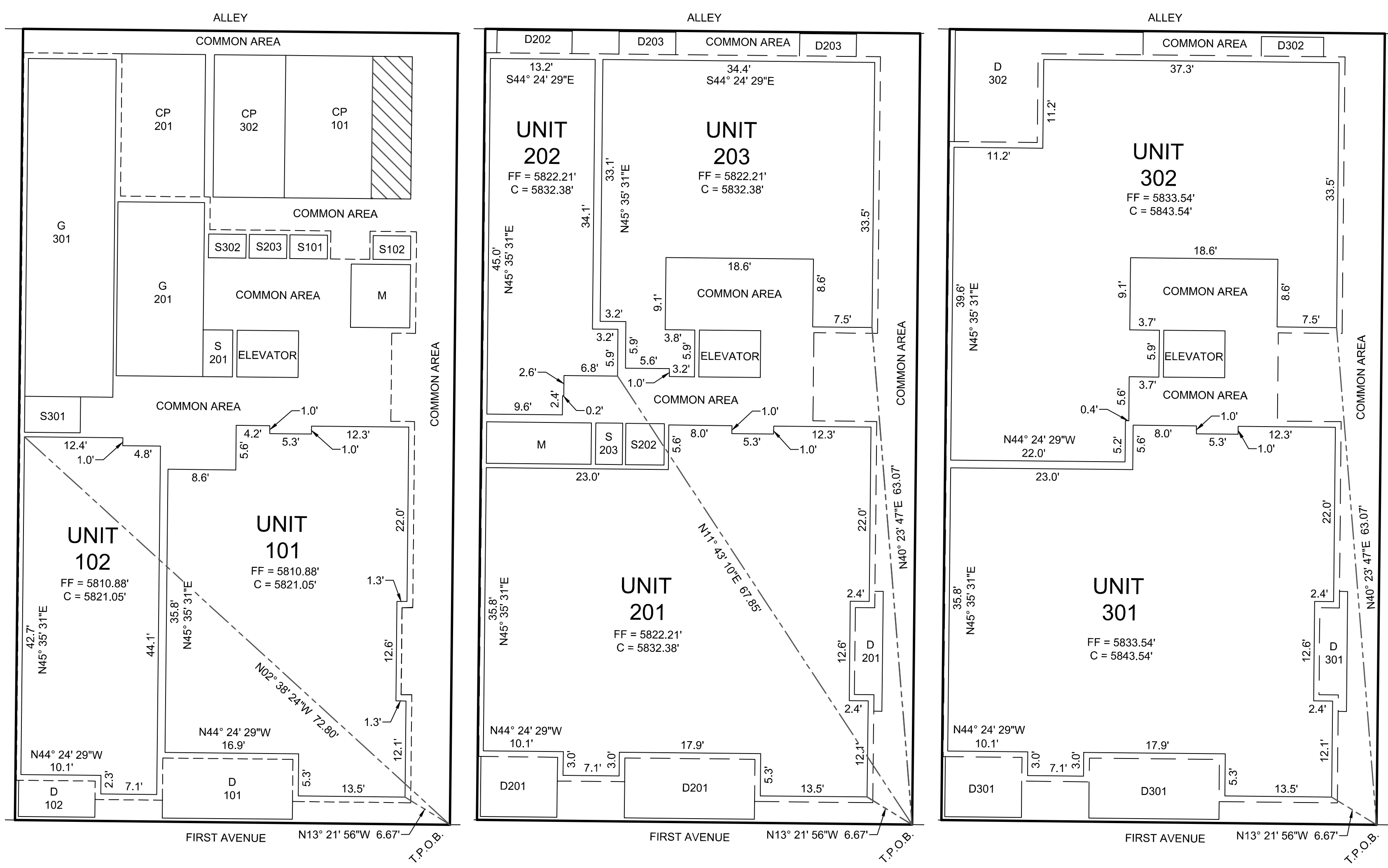
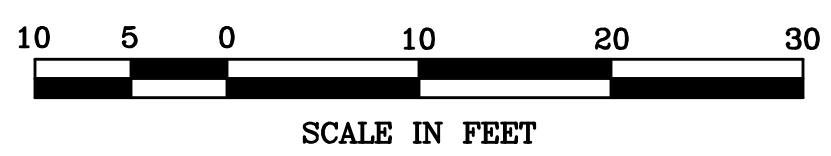
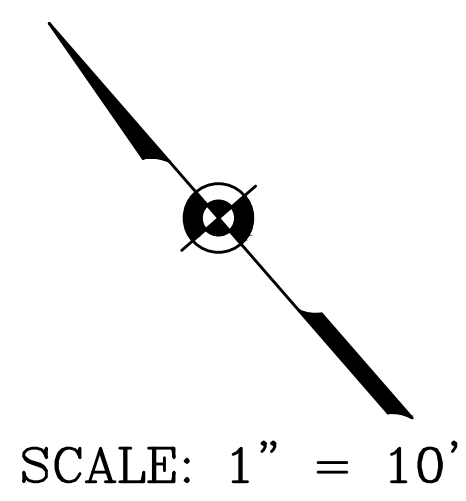
MARK E. PHILLIPS, P.L.S. 16670

A PLAT SHOWING  
 THE LOFTS @ 660 1ST AVENUE  
 GALENA ENGINEERING, INC.  
 HAILEY, IDAHO  
 SHEET 1 OF 3  
 Job No. 7724

A CONDOMINIUM PLAT SHOWING  
**THE LOFTS @ 660 1ST AVENUE**

WHEREIN LOT 6, BLOCK 34, KETCHUM TOWNSITE IS CONDOMINIUMIZED  
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

AUGUST 2020



**LEGEND**

- Property Line
- - - Unit Outline
- - - Building Footprint - 1st Level
- - - Building Footprint - 2nd Level
- - - Building Footprint - 3rd Level
- - - Tie Line
- CP# Carport with Unit Number
- D# Deck with Unit Number
- G# Garage with Unit Number
- S# Storage Area with Unit Number
- M Mechanical Room
- FF Finish Floor Elevation
- C Finish Ceiling Elevation
- T.P.O.B. True Point of Beginning

**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

1ST LEVEL

2ND LEVEL

3RD LEVEL

SEE PAGE 1 FOR SURVEY NARRATIVE & NOTES

A PLAT SHOWING THE LOFTS @  
 660 1ST AVENUE  
 GALENA ENGINEERING, INC.  
 HAILEY, IDAHO  
 SHEET 2 OF 3  
 Job No. 7724

**Attachment C.**  
**Draft Findings of Fact and Conclusions of Law**





**City of Ketchum  
Planning & Building**

<b>IN RE:</b>	)	
	)	
<b>Lofts at 660 1<sup>st</sup> Avenue Condominium Subdivision</b>	)	<b>KETCHUM CITY COUNCIL</b>
<b>Preliminary Plat</b>	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b>
<b>Date: September 21, 2020</b>	)	<b>DECISION</b>
	)	
<b>File Number: P20-052</b>	)	

**Findings Regarding Application Filed**

**PROJECT:** Lofts at 660 1st Avenue Condominium Subdivision Preliminary Plat

**APPLICATION TYPE:** Condominium Subdivision Preliminary Plat

**FILE NUMBER:** P20-055

**ASSOCIATED PERMITS:** P19-084, BP19-112

**OWNERS:** 660 First Ave LLC (per Blaine County assessor 8/4/20)

**REPRESENTATIVE:** Galena Engineering

**REQUEST:** Preliminary Plat to condominiumize seven (7) condominium units within a multi-family residential development currently under construction

**LOCATION:** 660 N. 1st Avenue (Lot 6, Block 34, Ketchum Townsite)

**NOTICE:** Notice was mailed to political subdivisions and property owners within a 300' radius of the subject property on September 4<sup>th</sup>, 2020 and was published in the Idaho Mountain Express on September 2<sup>nd</sup>, 2020.

**ZONING:** Community Core, Sub-district 2 – Mixed Use

**OVERLAY:** None

**Findings Regarding Associated Development Applications**

The subject property is owned by 660 First Ave LLC and is being developed by Galena Peak partners LLC. The development is currently under construction and upon completion will be a 12,129 square foot three-story building with seven (7) dwelling units, including one Community Housing unit. The project is located on N. 1<sup>st</sup> Avenue near the southeast corner of E. 7<sup>th</sup> Street and N. 1<sup>st</sup> Avenue in downtown Ketchum's Community Core Subdistrict 2 Mixed Use zoning district. This application begins the process of platting the dwelling units into condominium units.

The building previously received Design Review approval and a building permit (P19-084, B19-112) and the building was designed and intended to be condominiumized.

**Findings Regarding City Department Comments**

All City Department standards as well as required right-of-way improvements were reviewed through the Design Review and Building Permit processes. Prior to issuance of a Certificate of Occupancy City Departments will conduct final inspections to ensure compliance with all conditions and requirements of the associated Design Review, Exceedance Agreement, Building Permit, and Preliminary Plat approvals.

**Findings Regarding Condominium Subdivision Procedure  
(KMC§16.04.070)**

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) including street, sanitary sewage disposal, planting strip improvements are not applicable to the subject project as the application proposes to subdivide a building currently under construction into condominium units. As conditioned, the request to subdivide meets all applicable standards for Condominiums Preliminary Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations. The Condominium Subdivision does not change the proposed residential use or alter the proposed development as reviewed and approved through Design Review P19-084 and Building Permit B19-112.

The first step in the condominium platting process is Preliminary Plat review and to receive a recommendation from the Planning and Zoning Commission. The Planning and Zoning Commission held a public hearing and unanimously recommended approval of the Preliminary Plat application to the City Council on August 11<sup>th</sup>, 2020. City Council held a public hearing on September 21<sup>st</sup>, 2020 and approved the Preliminary Plat.

**Table 1: City Department Comments**

City Department Comments			
Compliant			
Yes	No	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>City Department Comments</b></p> <p><b>Utilities:</b></p> <ul style="list-style-type: none"> <li>No comment at this time.</li> </ul> <p><b>Fire Department:</b></p> <ul style="list-style-type: none"> <li>No comment at this time.</li> </ul> <p><b>Engineering and Streets:</b></p> <ul style="list-style-type: none"> <li>Completion of the right-of-way improvements prior to issuance of the Certificate of Occupancy for the building and signing of the Final Plat is required.</li> </ul> <p><b>Planning and Zoning:</b></p> <ul style="list-style-type: none"> <li>See comments throughout staff report.</li> </ul>

**Table 2: Preliminary Plat Requirements for All Projects and Condominium Preliminary Plats**

Preliminary Plat Requirements				
Present on Preliminary Plat?			Standards	
Yes	No	N/A	City Code	City Standards and Staff Comments
X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	<b>The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.</b>
			Comments	All required information has been submitted.
X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	<b>Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:</b>
			Comments	All required information is present.
X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	<b>The scale, north point and date.</b>
			Comments	Present
X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J .2	<b>The name of the proposed subdivision.</b>
			Comments	Present
X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J.3	<b>The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.</b>
			Comments	Present
X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J.4	<b>Legal description of the area platted.</b>
			Comments	Present
X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J .5	<b>The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.</b>
			Comments	Present

<input type="checkbox"/>	X	<input type="checkbox"/>	<b>16.04.030. J.6</b>	<b>A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.</b>
			<b>Comments</b>	Present
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030. J.7</b>	<b>The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.</b>
			<b>Comments</b>	Present
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J .8</b>	<b>Boundary description and the area of the tract.</b>
			<b>Comments</b>	Present
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.9</b>	<b>Existing zoning of the tract.</b>
			<b>Comments</b>	Present. See plat note #8.
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.10</b>	<b>The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.</b>
			<b>Comments</b>	Present
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.030.J .11</b>	<b>The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.</b>
			<b>Comments</b>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.030.J .12</b>	<b>The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.</b>
			<b>Comments</b>	N/A, this application is to plat an existing building that is under construction into condominium buildings.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.030.J .13</b>	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<b>Comments</b>	N/A, this application is to plat an existing building that is under construction into condominium buildings.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.030. J .14</b>	<b>The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.</b>
			<b>Comments</b>	N/A at this time, site drainage was addressed with Building Permit review and approval.
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030. J.15</b>	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials</b>

			<b>Comments</b>	The original Ketchum townsite plat serves as the vicinity map.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.030. J.16</b>	<b>The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.</b>
			<b>Comments</b>	N/A subject property is not located in floodplain or avalanche overlays.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.030. J.17</b>	<b>Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.</b>
			<b>Comments</b>	N/A
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030. J .18</b>	<b>Lot area of each lot.</b>
			<b>Comments</b>	Present
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.030. J .19</b>	<b>Existing mature trees and established shrub masses.</b>
			<b>Comments</b>	Not applicable – none existing.
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030. J .20</b>	<b>To be provided to Administrator:</b>  <b>20. Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.</b>
			<b>Comments</b>	The name of the development is unique.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.030. J .21</b>	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<b>Comments</b>	NA
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>Comments</b>	<b>A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.</b>
			<b>Comments</b>	Provided
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030. J .23</b>	<b>A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.</b>
			<b>Comments</b>	Provided.
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030. J .24</b>	<b>A digital copy of the preliminary plat shall be filed with the administrator.</b>
			<b>Comments</b>	Provided.

<input type="checkbox"/>	<input type="checkbox"/>	X	16.04.040.A	<p><b>Required Improvements:</b> The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat.</p> <p>Construction design plans shall be submitted and approved by the city engineer.</p> <p>All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.</p> <p>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.</p>
			<b>Comments</b>	N/A. This is a condominium plat for a building that is currently under construction.
<input type="checkbox"/>	<input type="checkbox"/>	X	16.04.040.B	<p><b>Improvement Plans:</b> Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</p>
			<b>Comments</b>	N/A. This is a condominium plat for a building that is currently under construction.
<input type="checkbox"/>	<input type="checkbox"/>	X	16.04.040.C	<p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<b>Comments</b>	N/A. This is a condominium plat for a building that is currently under

<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.D</b>	<b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<b>Comments</b>	N/A. This is a condominium plat for a building that is currently under construction.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.E</b>	<b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ul 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> </ul>
			<b>Comments</b>	Flagging this for awareness. Not needed at this time, but prior to Final Plat.

<input type="checkbox"/>	<input type="checkbox"/>	X	16.04.040.F	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> <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> </li> <li>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.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>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.</li> <li>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.</li> </ol>
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			<b>Comments</b>	N/A. This is a condominium plat for a building that is currently under construction.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.G</b>	<p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></p> <p><b>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.</b></p> <p><b>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</b></p> <p><b>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.</b></p> <p><b>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.</b></p>
			<b>Comments</b>	No new blocks are being created. NA.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.1</b>	<p><b>H. Street Improvement Requirements:</b></p> <p><b>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;</b></p>
			<b>Comments</b>	No new streets are proposed. NA.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.2</b>	<p><b>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in <u>chapter 12.04</u> 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;</b></p>
			<b>Comments</b>	No new streets are proposed. NA.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.3</b>	<p><b>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;</b></p>
			<b>Comments</b>	NA the subdivision does not contain an existing or propose a new arterial street, railroad, or limited access highway.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.4</b>	<p><b>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</b></p>
			<b>Comments</b>	NA, the construction of a new street is not proposed.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.5</b>	<p><b>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;</b></p>
			<b>Comments</b>	NA, the construction of a new street is not proposed.

<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.6</b>	<b>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;</b>
			<b>Comments</b>	N/A dedication of right-of-way is not necessary, this development has frontage on an existing city street.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.7</b>	<b>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;</b>
			<b>Comments</b>	NA, the construction of a new street is not proposed.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.8</b>	<b>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;</b>
			<b>Comments</b>	NA, the construction of a new street is not proposed.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.9</b>	<b>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</b>
			<b>Comments</b>	NA, the construction of a new street is not proposed.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.10</b>	<b>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;</b>
			<b>Comments</b>	NA, the construction of a new street is not proposed.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.11</b>	<b>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</b>
			<b>Comments</b>	NA, the construction of a new street is not proposed.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.12</b>	<b>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</b>
			<b>Comments</b>	NA

<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.13</b>	<b>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;</b>
			<b>Comments</b>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.14</b>	<b>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</b>
			<b>Comments</b>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.15</b>	<b>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;</b>
			<b>Comments</b>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.16</b>	<b>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;</b>
			<b>Comments</b>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.17</b>	<b>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;</b>
			<b>Comments</b>	N/A
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.H.18</b>	<b>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</b>
			<b>Comments</b>	Street lighting per Design Review / Building Permit approvals.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.19</b>	<b>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 <u>chapter 12.04</u> of this code;</b>
			<b>Comments</b>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.20</b>	<b>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;</b>
			<b>Comments</b>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.21</b>	<b>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;</b>

			<b>Comments</b>	N/A
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.H.22</b>	<b>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;</b>
			<b>Comments</b>	Sidewalks were addressed with Design Review and Building Permit approvals.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.23</b>	<b>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</b>
			<b>Comments</b>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.H.24</b>	<b>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</b>
			<b>Comments</b>	N/A
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.I</b>	<b>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.</b>
			<b>Comments</b>	Alley improvements were addressed with Design Review and Building Permit approvals.
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.J.1</b>	<b>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. 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.</b>
			<b>Comments</b>	Plat note #8 states, "Utility easements necessary to allow for access and maintenance of utilities serving."
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.J.2</b>	<b>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.</b>

			<b>Comments</b>	N/A parcels do not border a waterway, drainageway, channel or stream.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.J.3</b>	<b>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.</b>
			<b>Comments</b>	N/A parcels do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.J.4</b>	<b>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.</b>
			<b>Comments</b>	N/A the subject property does not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.J.5</b>	<b>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.</b>
			<b>Comments</b>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.J.6</b>	<b>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.</b>
			<b>Comments</b>	N/A this is an infill parcel on a single lot in the Ketchum townsite.
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.K</b>	<b>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.</b>
			<b>Comments</b>	Sewer services to the existing sewer main are being installed per building permit requirements.

<input type="checkbox"/>	X	<input type="checkbox"/>	<b>16.04.040.L</b>	<b>L. 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.
			<b>Comments</b>	Water services to the existing water main are being installed per building permit requirements.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.M</b>	<b>M. 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.
			<b>Comments</b>	N/A.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.N.1</b>	<b>N. 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: 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.
			<b>Comments</b>	Item #1, soil report, not required by staff – building is currently under construction.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.N.2</b>	<b>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:</b> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.

			<b>Comments</b>	N/A grading was addressed with the building permit review and approval.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.N.3</b>	<b>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.</b>
			<b>Comments</b>	N/A grading was addressed with the building permit review and approval.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.N.4</b>	<b>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.</b>
			<b>Comments</b>	NA
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.N.5</b>	<b>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.</b>
			<b>Comments</b>	Landscaping was addressed with Design Review approval.
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.N.6</b>	<b>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</b>
			<b>Comments</b>	Cuts/fills were addressed with Building Permit review and approval.

X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.O</b>	<b>O. 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.
			<b>Comments</b>	Drainage was addressed with Building Permit review and approval.
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.P</b>	<b>P. 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.
			<b>Comments</b>	Utilities are being extended to this site concurrent with the building that is under construction.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.Q</b>	<b>Q. 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.
			<b>Comments</b>	Building is under construction. No off-site improvements were determined to be necessary.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.R</b>	<b>R. 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.
			<b>Comments</b>	N/A property is not in Avalanche or Mountain Overlay.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.040.S</b>	<b>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.</b>
			<b>Comments</b>	N/A.



X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.B</b>	<b>B. Preliminary Plat Procedure:</b> The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space. The commission and council shall act on the preliminary plat pursuant to subsections 16.04.030D and E of this chapter.
			<b>Comments</b>	Submitted.
<input type="checkbox"/>	<input type="checkbox"/>	X	<b>16.04.070.C</b>	<p><b>C. Final Plat Procedure:</b></p> <p><b>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the condominium has received:</b></p> <p>a. A certificate of occupancy issued by the city of Ketchum; and</p> <p>b. Completion of all design review elements as approved by the planning and zoning administrator.</p> <p><b>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code. Prior to final plat approval, the subdivider shall submit to the city a copy of the final bylaws and condominium declarations which shall be approved by the council and filed with the Blaine County recorder, including the instrument number(s) under which each document was recorded.</b></p>
				N/A at this time, pertains to Final Plat.
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.D</b>	<b>D. Garage:</b> All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
				The garages are allocated to residential units.
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.E</b>	<b>E. Storage Areas:</b> Adequate interior storage space for personal property of the resident of each condominium unit.
				Storage units for each unit are indicated on the plat.
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.F</b>	<b>F. Maintenance Building:</b> A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
				A maintenance room, M, is indicated on the plat.

X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.G</b>	<b>G. Open Space: The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.</b>
				There are ground floor common areas indicated on the plat. This is an infill project on a single Ketchum townsite lot, "open space" as would exist in a land subdivision is not practical.
X	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.H</b>	<b>H. General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions</b>
				All requirements associated with the Building Permit and Design Review approvals remain in effect.

**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 Condominium Subdivision Final Plat application for the development and use of the project site.
2. The Council has authority to hear the applicant's Condominium Subdivision 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 Condominium Subdivision Preliminary Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.070 of Ketchum Municipal Code Chapter 16.04.
5. The proposed Condominium Subdivision for the Lofts at 660 1<sup>st</sup> Avenue development meets the standards for Preliminary Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

**DECISION**

**THEREFORE**, the Ketchum City Council **approves** this Condominium Subdivision Preliminary Plat application this Monday, September 16th, 2020 subject to the following conditions:

**CONDITIONS OF APPROVAL**

1. The Covenants, Conditions, and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R's;

2. The failure to obtain Final Plat approval by the Council, of an approved preliminary plat, within two (2) years after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
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,
5. 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.
6. The applicant shall provide a copy of the recorded final plat to the Planning and Building Department for the official file on the application.
7. All requirements of the Fire, Utility, Building, Planning, and Public Works departments of the City of Ketchum shall be met, including completion of the right-of-way improvements prior to issuance of the Certificate of Occupancy for the building and signing of the Final Plat.

Findings of Fact **adopted** this 16th day of September, 2020

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Neil Bradshaw, Mayor

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Robin Crotty, City Clerk



## City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Adopt Resolution 20-023 Adopting Fees and Fee Schedules for All City Departments**

#### Recommendation and Summary

Staff is recommending the Council adopt Resolution 20-023 adopting a revised fee schedule for the City of Ketchum with the following motion:

***"I move to adopt Resolution 20-023 adopting fees and fee schedules for all City departments."***

The reasons for the recommendation are as follows:

- The City of Ketchum seeks to increase water and wastewater fees 4.9%.
- Clarification on other fees for steam alteration, floodplain, and riparian reviews is required.

#### Introduction and History

Fees charged by the City are established via a resolution of the City Council. Resolution 15-018 established the first citywide fee resolution for the City of Ketchum. The fee resolution has been periodically updated to add new fees or modify existing ones.

#### Analysis

The City of Ketchum is seeking to recover costs associated with the process of issuing certain permits. Staff has found that the issuance of dig permits and window advertising permits will require varying levels of staff review and is recommending the imposition of fees to ensure adequate cost recovery, as shown in tables 3-F and 4 of the attached.

Additionally, staff would like to clarify that the temporary certificate of occupancy fee is required for each week of existence, as shown in table 1-A.

The revised fee resolution also increases water and sewer rates by 4.9% in accordance with the adopted budget.

#### Sustainability Impact

There is no sustainability impact arising from this action.

#### Financial Impact

The fees included in Resolution 20-023 are anticipated to provide cost recovery for certain City processes.

#### Attachments

- Attachment A: Resolution 20-023
- Attachment B: Redline of Fee Resolution 20-023

## RESOLUTION NUMBER 20-023

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND ESTABLISHING POLICIES FOR COLLECTING FEES

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Ketchum Municipal Code authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Ketchum; and

WHEREAS, each department within the City of Ketchum organization has quantified the costs of processing and administering each application specific to that department;

WHEREAS, the City of Ketchum adopted Resolution 15-018 establishing the first citywide fee resolution on August 24<sup>th</sup>, 2015; and

WHEREAS, the City Council approved changes to Resolution 15-018 at the May 2, 2016 Regular Meeting and directed staff to bring back a revised resolution for adoption at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved Resolution 16-006 at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved additional amendments to the fee resolution on June 6, 2016 and adopted Resolution 16-008; and

WHEREAS, the City Council approved additional amendments to the fee resolution on September 18, 2017, and adopted Resolution 17-011, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on April 16, 2018, and adopted Resolution 18-012, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on August 20, 2018, and adopted Resolution 18-020, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on December 3, 2018, and adopted Resolution 18-031, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on October 21, 2019, and adopted Resolution 19-024, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on November 18, 2019, and adopted Resolution 19-029, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on January 6, 2020, and adopted Resolution 20-005, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on September 21, 2020, through Resolution 20-023.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.

**Section 1: Planning and Building Department Fees**

**TABLE 1-A BUILDING PERMIT AND PLAN CHECK FEES**

<b>TOTAL VALUATION<sup>1</sup></b>	<b>FEE</b>
\$1.00 to \$500.00	\$24.50
\$501.00 to \$2,000.00	\$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof
<b>PLAN CHECK FEES</b>	
Plan Check Fee: .....65% of Permit Fee	
P&Z Plan Check Fee: ..... 70% of Plan Check Fee	
Fire Department Plan Check Fee: ..... Same as P&Z Plan Check Fee	
<b>OTHER INSPECTIONS AND FEES:</b>	
1. Inspections outside of normal business hours ..... \$60 per hour <sup>2</sup> (minimum charge--two hours)	
2. Re-inspection fees assessed under provisions of Section 109.7 ..... \$60 per hour <sup>2</sup>	
3. Inspections for which no fee is specifically indicated .....\$60 per hour <sup>2</sup> (minimum charge--one-half hour)	
4. Additional and partial inspections above the minimum required by the building codes may be charged. .... \$60 per hour <sup>2</sup> (minimum charge—one hour)	
5. Additional plan review required by changes, additions or revisions to plans .....\$60 per hour <sup>2</sup> (minimum charge--one-half hour)	
6. Additional costs incurred by the City for security agreements and other similar processes (minimum charge) ..... \$100 <sup>2</sup>	
7. For use of outside consultants for plan checking and inspections, or both ..... Actual costs <sup>3</sup>	
8. Penalty for commencement of work without a building permit ..... \$1,000 (in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030)	
9. Deferred submittals, per each submittal .....25% of Plan review fee	
10. Temporary Certificate of Occupancy (non-refundable). ....\$1,000 per week	
11. Alternative Energy System Installation .....\$100 <sup>4</sup>	
11. Demolition Fee. .... \$150 <sup>5</sup>	
12. Administrative Review Fee .....\$190 per day	
<b>NOTES TO TABLE 1-A</b>	
<sup>1</sup> Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of the project.	
<sup>2</sup> Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
<sup>3</sup> Actual costs include administrative and overhead costs.	
<sup>4</sup> Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspections and Fees #4.	
<sup>5</sup> A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits.	



## BUILDING PERMIT AND REVIEW FEE POLICIES

**Administrative Review Fee.** An administrative fee of \$190 per day shall be charged to the applicant of a building permit when all fees associated with a building permit are not paid within five (5) working days after the date of the issuance of a building permit. This fee shall commence on the sixth day after the Issuance of a Building Permit and shall be charged on all working days thereafter until all fees associated with the building permit are paid.

**Expiration of an Inactive Building Permit.** Except as otherwise described in 15.04 of the Ketchum Municipal Code, building permits that are not obtained by the applicant within 30 working days from the official date of the Issuance of a Building Permit shall be deemed null and void.

**Fees for re-roofs.** A full building permit fee and a ten (10) percent plan check fee shall be required for all re-roofing. No Fire Department plan check fee and no Planning Department plan check fee shall be required for re-roofing. However when a re-roof of other than a one- or two-family dwelling includes new structural elements that change the roof, including but not limited to the addition of cold roof sleepers, a full permit shall be required and all plan check fees shall be assessed.

**Fee Refunds.** The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official is authorized to establish a refund policy but shall not authorize the refunding of more than eighty (80) percent of the permit fees or the various plan review fees. The applicant for a building permit must request a refund in writing on or before the one year anniversary of the date the application for a permit was completed.

**Fees for repairs.** Repairs of all elements for which a building permit is not specifically excluded shall require a permit. Fees for repair work shall be the full building permit fee based on the cost of the repair work and a ten (10) percent plan check fee. No Fire Department plan check fee and no Planning Department plan check fee shall be required for repairs.

**Fire Department Review.** Fire Department approval shall be obtained prior to obtaining a building permit. A plan check fee for the Fire Department review shall be in accordance with the Fire Department fee schedule as enacted by separate resolutions and ordinances but shall be assessed and collected by the Building Department at the time of application for a permit.

**Incomplete construction documents.** When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in the International Building Code, Section 107 and the International Residential Code, Section 106, an additional plan review fee shall be charged at the rate shown in Table 1-A.

**Issuance of a Building Permit.** A building permit is issued when the Building Official, or their designee, signs and dates the Building Permit. All timelines and scheduling requirements begin on this date.

**Payment of Fees.** On application for a permit applicant shall pay one hundred (100) percent of all permit, plan check, fire plan check, and planning and zoning plan check fees. All other fees, including impact fees and any fees paid in-lieu of actual improvements or requirements shall be paid when the building permit is issued and no later than five (5) working days after the date of the Issuance of a Building Permit.

**Penalty for Commencement of Work without a Building Permit.** This penalty shall be assessed in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030.

Commencement of Work is defined as, "Any excavation including the removal of top soil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit."

**Planning Department Review, Inspection and Fees.** Planning Department approval shall be obtained prior to obtaining a building permit. Planning Department fee for plan check for building construction shall be seventy (70) percent of the Building Department plan review fee and shall be assessed and collected by the Building Department at the time of application for a permit.

**Plan Review Fees.** When submittal documents are required by the International Building Code, Section 105 and the International Residential Code, Section 105, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be sixty-five (65) percent of the building permit fee as shown in Table 1-A.

The plan review fees specified are separate fees from the permit fees specified in the International Building Code, Section 109.2 and the International Residential Code, Section 108.2 and are in addition to the permit fees.

**Security Agreements.** A security agreement, in the amount of one hundred fifty (150) percent of the value of the work in question, may be required prior to final building inspection in the event that said work cannot be completed due to temporary circumstances, such as cold temperatures and/or frozen ground. Granting of a security agreement is at the discretion of the City Council. A letter of credit may satisfy the requirement for a security agreement

**Temporary Certificate of Occupancy.** A Temporary Certificate of Occupancy shall be issued in rare circumstances and only for projects that meet all life safety and structural requirements as dictated by the family of international building codes, as applicable to the project. A Temporary Certificate of Occupancy shall be valid for no more than fourteen (14) days from the date of issuance, at which time the project must obtain a permanent Certificate of Occupancy or pay the fee for an additional Temporary Certificate of Occupancy.

**Waiver of Fees as an Economic Development Incentive.** Up to 25% of all Plan Review Fees, Planning Department Review Fees, and Fire Department Review Fees may be waived for any project that meets all criteria established by the Idaho Department of Commerce for the Tax Reimbursement Incentive program. Official documentation of approval of the project by the Idaho Department of Commerce must accompany any request to waive review fees. The Administrator shall approval all projects for a fee waiver that meet these criteria.

<b>TABLE 1-B PLANNING &amp; ZONING FEE SCHEDULE</b>	
<b>APPLICATION TYPE</b>	<b>FEE (\$)</b>
<b>DESIGN REVIEW</b>	
Pre-application	\$1,100
Single Family Residential Design Review	\$1,400
Multi-Family Residential Design Review	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Design Review	\$1,525 plus \$100 per 1,000 gross sq. ft.
Accessory Dwelling Unit Design Review	\$450
Minor Modification Design Review - Administrative	\$250
Hotel Pre-Application	\$0.10/sq. ft.
Hotel Design Review (not phased)	\$0.32/sq. ft.
Hotel Phasing Design Review	2 Phase= 1: \$0.16/sq. ft. 2: \$0.16/sq. ft.
	3 Phase= 1: \$0.11/sq ft 2: \$0.11/ft 3: \$0.10/ft
<b>SUBDIVISION</b>	
Land Subdivision: Preliminary Plat	\$1,300/lot
Condo/Townhouse Subdivision: Preliminary Plat	\$525/unit
Subdivision: Final Plat	\$375/lot or unit
PUD	\$4,300 first 4 units/lots, \$1500 each additional
Lot Line Shift	\$475 per altered lot
Vacation	\$1,615
<b>FLOODPLAIN DEVELOPMENT PERMITS</b>	
Streambank Alteration	\$500 plus applicable consultant review expenses
Emergency Streambank Alteration Permit	\$250 permit fee, applicable consultant review expenses, and \$1,000 refundable deposit to be refunded upon approval of follow-up Streambank Alteration Permit
Single Family Residential Floodplain Permit	\$1,400
Multi-Family Residential Floodplain Permit	\$1,800/first unit, \$350 each additional
Subdivision in Floodplain	\$350 per lot located wholly or partially within flood plain plus applicable consultant review expenses
Non-residential and Mixed Use Floodplain Permit	\$1,525 plus \$100 per 1,000 gross sq. ft.
Minor Project Floodplain Permit - interior remodel, new structures/additions entirely outside of floodplain, substantial landscape/riparian alteration (including removal of five or more riparian trees)	\$250
Minor Riparian Alteration – removal of hazard trees (up to four trees), minor maintenance of riparian trees and vegetation	\$125
<b>OTHER PERMITS</b>	
Sign	\$125
Fence	\$100
Day Care facility	\$300
Conditional Uses (except Day Care Facilities)	\$1,100
Variance	\$1,100
Appeals	\$2,175 (+ cost of transcript if required)

Off-Site Vendor	\$525 (seasonal), \$750 (annual). An additional \$150 per month facility fee for vendors with no on-site public restroom.
Grading	\$125
Hotel PUD	\$0.48/sq. ft.
Snow Storage Permit – Neighborhood	\$75
Snow Storage Permit – Commercial	\$125
Snow Storage Permit – Conditional Use Permit	\$250
<b>CHANGES/AMENDMENTS/WCF'S</b>	
Comprehensive Plan Change	\$1,925
Zoning Code Revision	\$1,925
Zone Change Request	\$1,925
WCF Master Plan/WCF Permit/Staff approval	\$525/\$525/\$225
Development Agreement Rezone	\$2,900, subject to development agreement
Development Agreement (non-rezone)	\$1,900, subject to development agreement
Residential Annexation	\$5,688 per unit, subject to annexation agreement
Commercial Annexation	\$12,655 per 1000 square feet, subject to annexation agreement
Amendment to Development Agreement	\$750
<b>Miscellaneous Fees and Changes</b>	
Consultant Review Fee	100% of actual costs incurred by City
Community Housing In-lieu Fee	\$238 per square foot
Parking In-lieu Fee	\$38,500 per parking space

**C. IMPACT FEES**

<b>TABLE 1-C.1 DEVELOPMENT IMPACT FEES</b>				
	<b>Fire</b>	<b>Parks</b>	<b>Police</b>	<b>Streets</b>
Single Family	\$2,092	\$,1047	\$104	\$4,492
Multi Family/unit	\$1,616	\$809	\$80	\$3,471
Commercial	\$.454/sf	\$0	\$.022/sf	\$.968/sf

**Section 2: Fire Department Fees**

<b>TABLE 2-A CITY OF KETCHUM FIRE DEPARTMENT FEE SCHEDULE</b>	
<u>Permits Required Under the 2012 International Fire Code Section 105</u>	
a.1.	<p><b>Automatic fire alarm system.</b> Plan checks, inspections and acceptance testing of required fire alarm systems.</p> <p><b>Permit Plan Check Fee: \$55.00 per hour</b>  <b>Inspections and Testing Fee: \$55.00 per hour</b></p>
a.2.	<p><b>Automatic fire sprinkler system.</b> Plan checks, inspections and acceptance testing of required fire sprinkler systems.</p> <p><b>Permit Plan Check Fee: \$75.00 per riser plus \$.50 per head</b>  <b>Inspections and Testing Fee: \$55.00 per hour</b></p>
c.1	<p><b>Carnivals and Fairs.</b> An operational permit is required to conduct a carnival or fair.</p> <p><b>Permit Fee: \$75.00</b></p>
c.2.	<p><b>Compressed gases.</b> An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.6.8.</p> <p><u>Exception:</u> Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.</p> <p><b>Permit Fee: \$75.00</b></p>
c.3.	<p><b>Consultants Fees.</b> Fees for use of outside consultants for plan checking and inspections, or both.</p> <p><b>Fee: Actual Costs Charged by Consultants per Project Review</b></p>
c.4.	<p><b>Cryogenic fluids.</b> An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.6.10.</p> <p><u>Exception:</u> Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.</p> <p><b>Permit Fee: \$50.00</b></p>
c.5.	<p><b>Daycare Inspection.</b></p> <p><b>Inspection Fee: \$25.00</b></p>
e.1.	<p><b>Emergency responder radio coverage system.</b> A construction permit is required to install or modify an emergency responder radio coverage system and related equipment.</p> <p><b>Permit Plan Review Fee: \$500.00</b>  <b>Inspection and Testing Fee: \$55/hour</b></p>
e.2.	<p><b>Explosives or blasting agents.</b> An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives or explosive materials.</p> <p><b>Permit Fee: \$100.00</b></p>
f. 1.	<p><b>Fire clearance permits.</b> Fire clearance permits issued by the fire department for uses such as Nursery Schools, Day Care Centers and Foster Homes.</p> <p><b>Permit Fee: \$25.00</b></p>
f.2.	<p><b>Flammable or combustible liquids.</b></p> <p>An operational permit is required per Section 105.6.16.</p> <p><b>Permit Fee: \$100.00</b></p>

h.1.	<b>Hazardous Materials.</b> An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20. <b>Permit Fee: \$100.00</b>
h.2.	<b>Hood and duct.</b> An operational permit is required for inspection and acceptance testing of hood and duct systems. <b>Permit Fee: \$50.0</b>
L.1.	<b>Liquefied petroleum gases.</b> An operational permit is required for: Storage and use of LP-gas. <u>Exception:</u> A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. <b>Permit Fee: \$75.00</b>
o.1.	<b>Oil or fuel tank removal.</b> A construction permit is required: 1. To repair or modify a pipeline for the transportation of flammable or combustible liquids. 2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank. <b>Permit Fee: \$100.00</b>
o.2.	<b>Open burning.</b> An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: Recreational fires. <b>Permit Fee: \$50.00</b>
p.1.	<b>Plan check fees:</b> Fee for initial plan check for building construction. <b>Permit Fee: 70% of Department of Building Safety plan check fee.</b> Fee for any additional checks of revised plans for building construction. <b>Permit Fee: 70% of Department of Building Safety plan a cheek fee.</b>
p.2.	<b>Pyrotechnical special effects material.</b> An operational permit is required for use and handling of pyrotechnic special effects material. <b>Permit Fee \$100.00</b>
s.1.	<b>Solar photovoltaic power system.</b> A construction permit is required to install or modify solar photovoltaic power systems. <b>Permit Fee: \$50</b>
s.2.	<b>Spraying or dipping.</b> An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by Chapter 24. <b>Permit Fee: \$100.00</b>
t.1.	<b>Tents, canopies and temporary membrane structures.</b> An operational permit is required to operate an air-supported temporary membrane structure, canopy or tent having an area in excess of 400 square feet (37m ). Exception: Tents used exclusively for recreational camping purposes and fabric canopies open on all sides, which comply with the items listed in Section 105.6.43 of the 2012 International Fire Code. <b>Permit Fee: \$40.00</b>
u.1.	<b>Use of apparatus.</b> Use of fire department apparatus or personnel, one (1) hour minimum. Time is from station door to station door. <b>Personnel: \$55.00 per hour</b> <b>Ambulance Staffed with 2 EMTs: \$145.00 per hour</b> <b>Fire Engine Staffed with 3 Firefighters: \$175.00 per hour</b> <b>Staff Vehicle Staffed with 1 Firefighter or EMT: \$100.00 per hour</b>

**Section 3: Parks, Events, and Recreation Department Fees**

**Table 3A – Youth After School Program Fees (payment plans and scholarships available)**

Full season (school year)	\$630.00
Per month	\$88.00
Per day	\$12.00
Out-of-school and extra activities	range is \$35.00-\$55.00; cost is activity dependent
Additional after school activities	\$36.00 rec member/\$68.00 non-member

**Table 3B – Summer Youth Recreation Program (payment plans and scholarships available)**

Full summer (ten weeks M-Th)	\$920.00
One session (five weeks M-Th)	\$460.00
Per day (drop-in)	\$36.00
Friday Adventures (requires individual registration)	Cost is activity dependent

**Table 3C – Park Reservations**

½ day rate (up to 4 hours)	Full day rate (up to 8 hours)
100 people or fewer: \$80.00	100 people or fewer: \$140.00
101 people or more: \$140.00	101 people or more: \$275.00
Refundable Security Deposit: \$250.00	

**Table 3D – Atkinson Park athletic fields, Recreation Center**

Athletic fields and facilities	\$65 per two hours; additional fees may apply
Recreation Center	\$50 per hour plus \$150 security deposit

**Table 3E – Organized Sports Leagues/Commercial Use Permit\***

All public park areas	Fees are determined by staff according to current Park Reservations, athletic field, and Recreation Center fee schedules
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\*Commercial uses when organizer charges an admission or participation fee

**Table 3F – Special Events\***

Street Party Application Fee	\$100.00
Block Party Application Fee	\$50.00
Category A – application fee	\$100.00
Category B – application fee	\$200.00
Category C – application fee	\$600.00
Facility Fee	\$150.00 per day
Visitor Center Window Advertising Permit	\$75.00
Music License Fee	\$10 per day
Amplified Sound Permit	Free with approved permit associated with a Special Event
Street Closure for Designated Event Location	\$100.00
Street Closure for Non-Designated Event Location	\$500.00
Refundable Security Deposit	\$250.00

\*Additional departmental fees may apply and are assessed following the event

**Table 3G – Film Permit\***

Application Fee (waived for student projects)	\$200.00 per project
Motion: City Property including rights-of-way	\$400.00 per day
Still: City Property including rights-of-way	\$200.00 per day

\* Additional departmental fees may apply and are assessed following the event

**Table 3H – Memorials and donations**

Benches, trees, tables, property, etc.	All memorials are cost-specific and determined by Department Director or designee
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**Table 3I – Tree Services**

Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission)	\$50 per occurrence
Tree Permit (allows contractor to perform work on public trees with permission)	\$50 per fiscal year

**PARKS & RECREATION DEPARTMENT FEE POLICIES**

**Liability Waiver and Insurance Requirements.** Where applicable, all participants are required to sign a liability indemnification statement and provide proof of insurance.

**Youth Program Photo Release.** Parent or legal guardian of youth program participants are required to sign a photo release stating: Unless I decline in writing I also authorize the City of Ketchum, and/or parties designated by the City of Ketchum, to use my child’s photo for the reproduction in any manner the City of Ketchum desires, for advertising, display, audiovisual exhibition or editorial use.

**Refunds.** No cash refunds are given. Refunds and over payments will be credited to participants with a gift certificate for future program use. Gift certificates are valid for one (1) year from the date of issuance toward any Ketchum Parks & Recreation Department program or service. Gift certificates are non-transferable. This policy applies to all programs and services offered by the Parks & Recreation Department.

All other policies are determined by current Ordinance or Resolution language. Registration and/or approved permits are required for all activities listed above.



**Section 4: Public Works Department Fees**

<b>TABLE 4-A STREET DIVISION FEES</b>	
Banner Install/Remove	\$175
Right of Way Encroachment Agreement	\$150
Temporary Use of the Right of Way Permit (TURP)	\$100
Dig Permit	\$50
Barricade Rental	\$20
Security Agreement/Performance Bond Processing Fee	\$100

\* To the extent that outside agencies charge fees to record documents, such fees will be passed onto the applicant.

<b>TABLE 4-B WATER DIVISION FEES</b>	
City water tap and corporation stop installation	In addition to connection fees in table 4-D
1" tap	\$203
1 ½" tap	\$220
2" tap	\$247
Non-Standard Connection Fee	Time and material cost to city
Water Meter Fee – 1" Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 1.5" R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 1.5" C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 2" R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 2" C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 3" Water Meter + up	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Vaults	\$1,035
Fire Line Permit Fee	\$253
Turn-On Fee	\$15.18
Turn-Off Fee	\$15.18
Water User Charges – Metered Users	
Base charge	\$13.87per month (residential or commercial)
<u>Gallons Supplied</u>	Additional Charge per 1,000 gallons
1,000 – 8,000	\$1.10\$2.20\$4.43\$6.65
8,001 – 65,000	
65,001 – 120,000	
>120,000	
Water User Charges – Non-Metered Users	
<u>Residential Flat Rate</u>	
First five (5) cold water taps or less	\$23.89per month/unit
Each additional cold water tap	\$2.21per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	\$0.80per month/ unit
<u>Commercial Flat Rate</u>	
First five (5) cold water taps or less	\$36.66per month/unit

Each additional cold water tap	\$3.05per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	\$0.80per month/unit
Fire User Charge	
<u>Connection Size</u>	
2"	\$8.21per month
4"	\$16.70per month
6"	\$33.56per month
8"	\$49.61per month
10"	\$67.16per month
12"	\$83.11per month
Tank Truck Fill Fee	Fee determined by amount
Use of Fire Hydrant Charge	\$15.92per day

**TABLE 4-C WASTEWATER DIVISION FEES**

Service Inspection Fee	\$40	
Sewer User Charges		
<b>Service No.</b>	<b>Classification</b>	<b>Rate Per Month</b>
11	Single family home	\$37.29
12	Multiple living unit	\$37.29
13	Motel / hotel (first unit)	\$37.29
15	Office building / 1,500 square feet	\$37.29
16	Retail sales / 3,000 square feet	\$37.29
17	Restaurant / cafe per seat with or without a trap	\$3.68
20	Retail food / 1,500 square feet	\$37.29
21	Barber shop / per chair	\$18.63
22	Beauty salon / per operator	\$37.29
26	Dry cleaners	\$74.55
27	Garage / mechanical per 1,500 square feet	\$74.55
28	Laundries	\$149.13
29	Bank	\$74.55
30	School / per 50 students	\$37.29
31	Swimming pool / private / 500 square feet	\$ 9.27
32	Beer, wine, liquor	\$74.55
33	Theater / per screen	\$74.55
35	Nursery school	\$74.55
36	Church	\$74.55
37	Lodge / private / 3,000 square feet	\$74.55
39	Dentist / doctor/ per medical doctor	\$40.13
40	Car wash with recycle	\$40.13
41	Hospital / per bed	\$ 7.44
42	Bowling alley / per lane	\$14.90
43	Car wash without recycle / per bay	\$74.55
44	Commercial / 3,000 square feet	\$37.29
45	Photo development lab	\$74.55
46	Gas station with public restrooms	\$74.55
47	Warehouse / 6,000 square feet	\$37.29
48	Swimming pool / public / 500 square feet	\$27.92
54	Motel / hotel unit without cooking	\$ 9.27

55	Motel hotel, with cooking	\$18.63
56	Senior family living home	\$18.63
Returned Check Charge		\$10

<b>Table 4-D Water and Wastewater Connection Fees</b>			
Meter Size	Base Connection Fee Scale Factor	Water Connection Fee	Wastewater Connection Fee
1"	1.00	\$3,816.00	\$2,921.00
1.5"	2.25	\$8,586.00	\$6,572.25
2"	4.00	\$15,264.00	\$11,684.00
3"	9.00	\$34,344.00	\$26,289.00
4"	16.00	\$61,056.00	\$46,736.00
6"	36.00	\$137,376.00	\$105,156.00
* Connection Fees are pursuant to October 18, 2019, Galena Engineering Report			

**Section 5: Administrative/City Clerk Fees**

<b>TABLE 5-A BUSINESS LICENSE AND TAX FEES</b>		
<b>Business License</b>	<b>Fee</b> \$50.00	<p><b>Late Fee Charge</b> \$10.00 for business license application received after the deadline.</p> <p><b>Waiver of Business License Fee</b> The fee for a business license may be waived for three years for any business that meets the criteria for the Tax Reimbursement Incentive program as defined and administered by the Idaho Department of Commerce. Official documentation from the Idaho Department of Commerce approving the business for the TRI program shall accompany the request to waive the business license fee. The City Clerk shall waive the fee for all project that meet these criteria.</p>
<b>City Local Option Tax</b>	No Fee - Tax Collected per Municipal Code Title 3, Chapter 12. Credit card processing fees will be charged at the rate assessed by the vendor.	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due
<b>Catering Permit</b>	\$20.00 per day or as determined by Idaho Code 23-934A	

**TABLE 5-B ADMINISTRATIVE SERVICES FEES**

**Copying Fee Schedule**

Cost per copy (in-house)

Black & White

\$ .06/page: 8.5"x11" Single-sided

\$ .06/page: 8.5"x14" Single-sided

\$ .11/page: 8.5"x11" Double-sided

\$ .11/page: 8.5"x14" Double-sided

\$ .15/page: 11"x17" Single-sided

\$ .29/page: 11"x17" Double-sided

Color

\$ .65/page: 8.5"x11"

\$ .65/page: 8.5"x14"

\$ .85/page: 11"x17"

Cost for third party (out-of-house) copies for oversized materials which cannot be copied by the City of Ketchum:

24" X 36"

\$ 3.30/page

22" X 34"

\$ 3.00/page

Pursuant to Idaho Code §74-102(10) the Labor Rates referenced below will apply under the following conditions:

- If the request is more than one hundred (100) pages of paper records; or
- The request includes records from which nonpublic information must be deleted; or
- The actual labor associated with locating and copying documents for a request that exceeds two (2) person hours

LABOR RATES

City Administrator

Current Salary divided by 2,080 hours per year

Department Head

Current Salary divided by 2,080 hours per year

Assistant or Associate

Current Salary divided by 2,080 hours per year

City Clerk

Current Salary divided by 2,080 hours per year

Network Consultant

Current Hourly Rate

OTHER CHARGES

For providing a duplicate of a computer tape, computer disk, microfilm or similar or analogous record system containing public record information, the City of Ketchum shall charge a fee uniform to all persons that does not exceed the sum of the following:

- The City of Ketchum's direct cost of copying the information in that form, including labor at hourly rates specified above, overhead at rate specified above and cost of materials;
- The standard cost, if any, for selling the same information in the form of a publication;
- The cost of consultant services to research and copy public records request.

Payment of the applicable charges shall be made prior to the commencement of research or copying based upon the City Clerk's estimated cost for meeting the public records request.

This Resolution will be in full force and effect upon its adoption this 21<sup>st</sup> day of September, 2020.

CITY OF KETCHUM

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Neil Bradshaw, Mayor

ATTEST:

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Robin Crotty  
City Clerk

## RESOLUTION NUMBER 20-023

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND ESTABLISHING POLICIES FOR COLLECTING FEES

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Ketchum Municipal Code authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Ketchum; and

WHEREAS, each department within the City of Ketchum organization has quantified the costs of processing and administering each application specific to that department;

WHEREAS, the City of Ketchum adopted Resolution 15-018 establishing the first citywide fee resolution on August 24<sup>th</sup>, 2015; and

WHEREAS, the City Council approved changes to Resolution 15-018 at the May 2, 2016 Regular Meeting and directed staff to bring back a revised resolution for adoption at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved Resolution 16-006 at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved additional amendments to the fee resolution on June 6, 2016 and adopted Resolution 16-008; and

WHEREAS, the City Council approved additional amendments to the fee resolution on September 18, 2017, and adopted Resolution 17-011, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on April 16, 2018, and adopted Resolution 18-012, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on August 20, 2018, and adopted Resolution 18-020, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on December 3, 2018, and adopted Resolution 18-031, thereby establishing the citywide fee resolution; and

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WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on October 21, 2019, and adopted Resolution 19-024, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on November 18, 2019, and adopted Resolution 19-029, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on January 6, 2020, and adopted Resolution 20-005, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on September 21, 2020, through Resolution 20-023.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.



**Section 1: Planning and Building Department Fees**

**TABLE 1-A BUILDING PERMIT AND PLAN CHECK FEES**

TOTAL VALUATION <sup>1</sup>	FEE
\$1.00 to \$500.00	\$24.50
\$501.00 to \$2,000.00	\$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof
<b>PLAN CHECK FEES</b>	
Plan Check Fee: . . . . .	.65% of Permit Fee
P&Z Plan Check Fee: . . . . .	70% of Plan Check Fee
Fire Department Plan Check Fee: . . . . .	Same as P&Z Plan Check Fee
<b>OTHER INSPECTIONS AND FEES:</b>	
1. Inspections outside of normal business hours . . . . .	\$60 per hour <sup>2</sup> (minimum charge--two hours)
2. Re-inspection fees assessed under provisions of Section 109.7 . . . . .	\$60 per hour <sup>2</sup>
3. Inspections for which no fee is specifically indicated . . . . .	\$60 per hour <sup>2</sup> (minimum charge--one-half hour)
4. Additional and partial inspections above the minimum required by the building codes may be charged. . . . .	\$60 per hour <sup>2</sup> (minimum charge--one hour)
5. Additional plan review required by changes, additions or revisions to plans . . . . .	\$60 per hour <sup>2</sup> (minimum charge--one-half hour)
6. Additional costs incurred by the City for security agreements and other similar processes (minimum charge) . . . . .	\$100 <sup>2</sup>
7. For use of outside consultants for plan checking and inspections, or both . . . . .	Actual costs <sup>3</sup>
8. Penalty for commencement of work without a building permit . . . . .	\$1,000 (in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030)
9. Deferred submittals, per each submittal . . . . .	.25% of Plan review fee
10. Temporary Certificate of Occupancy (non-refundable). . . . .	\$1,000 per week
11. Alternative Energy System Installation . . . . .	\$100 <sup>4</sup>
11. Demolition Fee. . . . .	\$150 <sup>5</sup>
12. Administrative Review Fee . . . . .	\$190 per day
<b>NOTES TO TABLE 1-A</b>	
<sup>1</sup> Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of the project.	
<sup>2</sup> Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
<sup>3</sup> Actual costs include administrative and overhead costs.	
<sup>4</sup> Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspections and Fees #4.	
<sup>5</sup> A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits.	

## BUILDING PERMIT AND REVIEW FEE POLICIES

**Administrative Review Fee.** An administrative fee of \$190 per day shall be charged to the applicant of a building permit when all fees associated with a building permit are not paid within five (5) working days after the date of the issuance of a building permit. This fee shall commence on the sixth day after the Issuance of a Building Permit and shall be charged on all working days thereafter until all fees associated with the building permit are paid.

**Expiration of an Inactive Building Permit.** Except as otherwise described in 15.04 of the Ketchum Municipal Code, building permits that are not obtained by the applicant within 30 working days from the official date of the Issuance of a Building Permit shall be deemed null and void.

**Fees for re-roofs.** A full building permit fee and a ten (10) percent plan check fee shall be required for all re-roofing. No Fire Department plan check fee and no Planning Department plan check fee shall be required for re-roofing. However when a re-roof of other than a one- or two-family dwelling includes new structural elements that change the roof, including but not limited to the addition of cold roof sleepers, a full permit shall be required and all plan check fees shall be assessed.

**Fee Refunds.** The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official is authorized to establish a refund policy but shall not authorize the refunding of more than eighty (80) percent of the permit fees or the various plan review fees. The applicant for a building permit must request a refund in writing on or before the one year anniversary of the date the application for a permit was completed.

**Fees for repairs.** Repairs of all elements for which a building permit is not specifically excluded shall require a permit. Fees for repair work shall be the full building permit fee based on the cost of the repair work and a ten (10) percent plan check fee. No Fire Department plan check fee and no Planning Department plan check fee shall be required for repairs.

**Fire Department Review.** Fire Department approval shall be obtained prior to obtaining a building permit. A plan check fee for the Fire Department review shall be in accordance with the Fire Department fee schedule as enacted by separate resolutions and ordinances but shall be assessed and collected by the Building Department at the time of application for a permit.

**Incomplete construction documents.** When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in the International Building Code, Section 107 and the International Residential Code, Section 106, an additional plan review fee shall be charged at the rate shown in Table 1-A.

**Issuance of a Building Permit.** A building permit is issued when the Building Official, or their designee, signs and dates the Building Permit. All timelines and scheduling requirements begin on this date.

**Payment of Fees.** On application for a permit applicant shall pay one hundred (100) percent of all permit, plan check, fire plan check, and planning and zoning plan check fees. All other fees, including impact fees and any fees paid in-lieu of actual improvements or requirements shall be paid when the building permit is issued and no later than five (5) working days after the date of the Issuance of a Building Permit.

**Penalty for Commencement of Work without a Building Permit.** This penalty shall be assessed in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030.

Commencement of Work is defined as, "Any excavation including the removal of top soil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit."

**Planning Department Review, Inspection and Fees.** Planning Department approval shall be obtained prior to obtaining a building permit. Planning Department fee for plan check for building construction shall be seventy (70) percent of the Building Department plan review fee and shall be assessed and collected by the Building Department at the time of application for a permit.

**Plan Review Fees.** When submittal documents are required by the International Building Code, Section 105 and the International Residential Code, Section 105, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be sixty-five (65) percent of the building permit fee as shown in Table 1-A.

The plan review fees specified are separate fees from the permit fees specified in the International Building Code, Section 109.2 and the International Residential Code, Section 108.2 and are in addition to the permit fees.

**Security Agreements.** A security agreement, in the amount of one hundred fifty (150) percent of the value of the work in question, may be required prior to final building inspection in the event that said work cannot be completed due to temporary circumstances, such as cold temperatures and/or frozen ground. Granting of a security agreement is at the discretion of the City Council. A letter of credit may satisfy the requirement for a security agreement

**Temporary Certificate of Occupancy.** A Temporary Certificate of Occupancy shall be issued in rare circumstances and only for projects that meet all life safety and structural requirements as dictated by the family of international building codes, as applicable to the project. A Temporary Certificate of Occupancy shall be valid for no more than fourteen (14) days from the date of issuance, at which time the project must obtain a permanent Certificate of Occupancy or pay the fee for an additional Temporary Certificate of Occupancy.

**Waiver of Fees as an Economic Development Incentive.** Up to 25% of all Plan Review Fees, Planning Department Review Fees, and Fire Department Review Fees may be waived for any project that meets all criteria established by the Idaho Department of Commerce for the Tax Reimbursement Incentive program. Official documentation of approval of the project by the Idaho Department of Commerce must accompany any request to waive review fees. The Administrator shall approval all projects for a fee waiver that meet these criteria.

**TABLE 1-B PLANNING & ZONING FEE SCHEDULE**

<b>APPLICATION TYPE</b>	<b>FEE (\$)</b>
<b>DESIGN REVIEW</b>	
Pre-application	\$1,100
Single Family Residential Design Review	\$1,400
Multi-Family Residential Design Review	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Design Review	\$1,525 plus \$100 per 1,000 gross sq. ft.
Accessory Dwelling Unit Design Review	\$450
Minor Modification Design Review - Administrative	\$250
Hotel Pre-Application	\$0.10/sq. ft.
Hotel Design Review (not phased)	\$0.32/sq. ft.
Hotel Phasing Design Review	2 Phase= 1: \$0.16/sq. ft. 2: \$0.16/sq. ft.
	3 Phase= 1: \$0.11/sq ft 2: \$0.11/ft 3: \$0.10/ft
<b>SUBDIVISION</b>	
Land Subdivision: Preliminary Plat	\$1,300/lot
Condo/Townhouse Subdivision: Preliminary Plat	\$525/unit
Subdivision: Final Plat	\$375/lot or unit
PUD	\$4,300 first 4 units/lots, \$1500 each additional
Lot Line Shift	\$475 per altered lot
Vacation	\$1,615
<b>FLOODPLAIN DEVELOPMENT PERMITS</b>	
<del>Streambank Alteration and Emergency Streambank Alteration Permit</del>	<del>\$250 \$500</del> plus applicable consultant review expenses
<del>Emergency Streambank Alteration Permit</del>	<del>\$250 permit fee, applicable consultant review expenses, and \$1,000 refundable deposit to be refunded upon approval of follow-up Streambank Alteration Permit</del>
Single Family Residential Floodplain Permit	\$1,400
Multi-Family Residential Floodplain Permit	\$1,800/first unit, \$350 each additional
<del>Subdivision in Floodplain</del>	<del>\$350 per lot located wholly or partially within flood plain plus applicable consultant review expenses</del>
Non-residential and Mixed Use Floodplain Permit	\$1,525 plus \$100 per 1,000 gross sq. ft.
Minor Project Floodplain Permit - interior remodel, new structures/additions entirely outside of floodplain, <del>substantial</del> landscape/riparian <del>only alteration (including removal of five or more riparian trees)</del>	\$250
<del>Minor Riparian Alteration – removal of hazard trees (up to four trees), minor maintenance of riparian trees and vegetation</del>	<del>\$125</del>
<b>OTHER PERMITS</b>	
Sign	\$125
Fence	\$100
Day Care facility	\$300
Conditional Uses (except Day Care Facilities)	\$1,100
Variance	\$1,100
Appeals	\$2,175 (+ cost of transcript if required)

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Off-Site Vendor	\$525 (seasonal), \$750 (annual). An additional \$150 per month facility fee for vendors with no on-site public restroom.
Grading	\$125
Hotel PUD	\$0.48/sq. ft.
Snow Storage Permit – Neighborhood	\$75
Snow Storage Permit – Commercial	\$125
Snow Storage Permit – Conditional Use Permit	\$250
<b>CHANGES/AMENDMENTS/WCF'S</b>	
Comprehensive Plan Change	\$1,925
Zoning Code Revision	\$1,925
Zone Change Request	\$1,925
WCF Master Plan/WCF Permit/Staff approval	\$525/\$525/\$225
Development Agreement Rezone	\$2,900, subject to development agreement
Development Agreement (non-rezone)	\$1,900, subject to development agreement
Residential Annexation	\$5,688 per unit, subject to annexation agreement
Commercial Annexation	\$12,655 per 1000 square feet, subject to annexation agreement
Amendment to Development Agreement	\$750
<b>Miscellaneous Fees and Changes</b>	
Consultant Review Fee	100% of actual costs incurred by City
Community Housing In-lieu Fee	\$238 per square foot
Parking In-lieu Fee	\$38,500 per parking space

**C. IMPACT FEES**

TABLE 1-C.1 DEVELOPMENT IMPACT FEES				
	Fire	Parks	Police	Streets
Single Family	\$2,092	\$,1047	\$104	\$4,492
Multi Family/unit	\$1,616	\$809	\$80	\$3,471
Commercial	\$.454/sf	\$0	\$.022/sf	\$.968/sf

**Section 2: Fire Department Fees**

<b>TABLE 2-A CITY OF KETCHUM FIRE DEPARTMENT FEE SCHEDULE</b>	
<u>Permits Required Under the 2012 International Fire Code Section 105</u>	
a.1.	<b>Automatic fire alarm system.</b> Plan checks, inspections and acceptance testing of required fire alarm systems. <b>Permit Plan Check Fee: \$55.00 per hour</b> <b>Inspections and Testing Fee: \$55.00 per hour</b>
a.2.	<b>Automatic fire sprinkler system.</b> Plan checks, inspections and acceptance testing of required fire sprinkler systems. <b>Permit Plan Check Fee: \$75.00 per riser plus \$.50 per head</b> <b>Inspections and Testing Fee: \$55.00 per hour</b>
c.1	<b>Carnivals and Fairs.</b> An operational permit is required to conduct a carnival or fair. <b>Permit Fee: \$75.00</b>
c.2.	<b>Compressed gases.</b> An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.6.8. <u>Exception:</u> Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle. <b>Permit Fee: \$75.00</b>
c.3.	<b>Consultants Fees.</b> Fees for use of outside consultants for plan checking and inspections, or both. <b>Fee: Actual Costs Charged by Consultants per Project Review</b>
c.4.	<b>Cryogenic fluids.</b> An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.6.10. <u>Exception:</u> Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading. <b>Permit Fee: \$50.00</b>
c.5.	<b>Daycare Inspection.</b> <b>Inspection Fee: \$25.00</b>
e.1.	<b>Emergency responder radio coverage system.</b> A construction permit is required to install or modify an emergency responder radio coverage system and related equipment. <b>Permit Plan Review Fee: \$500.00</b> <b>Inspection and Testing Fee: \$55/hour</b>
e.2.	<b>Explosives or blasting agents.</b> An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives or explosive materials. <b>Permit Fee: \$100.00</b>
f. 1.	<b>Fire clearance permits.</b> Fire clearance permits issued by the fire department for uses such as Nursery Schools, Day Care Centers and Foster Homes. <b>Permit Fee: \$25.00</b>
f.2.	<b>Flammable or combustible liquids.</b> An operational permit is required per Section 105.6.16. <b>Permit Fee: \$100.00</b>

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h.1.	<b>Hazardous Materials.</b> An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20. <b>Permit Fee: \$100.00</b>
h.2.	<b>Hood and duct.</b> An operational permit is required for inspection and acceptance testing of hood and duct systems. <b>Permit Fee: \$50.0</b>
L.1.	<b>Liquefied petroleum gases.</b> An operational permit is required for: Storage and use of LP-gas. <u>Exception:</u> A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. <b>Permit Fee: \$75.00</b>
o.1.	<b>Oil or fuel tank removal.</b> A construction permit is required: 1. To repair or modify a pipeline for the transportation of flammable or combustible liquids. 2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank. <b>Permit Fee: \$100.00</b>
o.2.	<b>Open burning.</b> An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: Recreational fires. <b>Permit Fee: \$50.00</b>
p.1.	<b>Plan check fees:</b> Fee for initial plan check for building construction. <b>Permit Fee: 70% of Department of Building Safety plan check fee.</b> Fee for any additional checks of revised plans for building construction. <b>Permit Fee: 70% of Department of Building Safety plan a cheek fee.</b>
p.2.	<b>Pyrotechnical special effects material.</b> An operational permit is required for use and handling of pyrotechnic special effects material. <b>Permit Fee \$100.00</b>
s.1.	<b>Solar photovoltaic power system.</b> A construction permit is required to install or modify solar photovoltaic power systems. <b>Permit Fee: \$50</b>
s.2.	<b>Spraying or dipping.</b> An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by Chapter 24. <b>Permit Fee: \$100.00</b>
t.1.	<b>Tents, canopies and temporary membrane structures.</b> An operational permit is required to operate an air-supported temporary membrane structure, canopy or tent having an area in excess of 400 square feet (37m ). Exception: Tents used exclusively for recreational camping purposes and fabric canopies open on all sides, which comply with the items listed in Section 105.6.43 of the 2012 International Fire Code. <b>Permit Fee: \$40.00</b>
u.1.	<b>Use of apparatus.</b> Use of fire department apparatus or personnel, one (1) hour minimum. Time is from station door to station door. <b>Personnel: \$55.00 per hour</b> <b>Ambulance Staffed with 2 EMTs: \$145.00 per hour</b> <b>Fire Engine Staffed with 3 Firefighters: \$175.00 per hour</b> <b>Staff Vehicle Staffed with 1 Firefighter or EMT: \$100.00 per hour</b>

**Section 3: Parks, Events, and Recreation Department Fees**

**Table 3A – Youth After School Program Fees (payment plans and scholarships available)**

Full season (school year)	\$630.00
Per month	\$88.00
Per day	\$12.00
Out-of-school and extra activities	range is \$35.00-\$55.00; cost is activity dependent
Additional after school activities	\$36.00 rec member/\$68.00 non-member

**Table 3B – Summer Youth Recreation Program (payment plans and scholarships available)**

Full summer (ten weeks M-Th)	\$920.00
One session (five weeks M-Th)	\$460.00
Per day (drop-in)	\$36.00
Friday Adventures (requires individual registration)	Cost is activity dependent

**Table 3C – Park Reservations**

½ day rate (up to 4 hours)	Full day rate (up to 8 hours)
100 people or fewer: \$80.00	100 people or fewer: \$140.00
101 people or more: \$140.00	101 people or more: \$275.00
Refundable Security Deposit: \$250.00	

**Table 3D – Atkinson Park athletic fields, Recreation Center**

Athletic fields and facilities	\$65 per two hours; additional fees may apply
Recreation Center	\$50 per hour plus \$150 security deposit

**Table 3E – Organized Sports Leagues/Commercial Use Permit\***

All public park areas	Fees are determined by staff according to current Park Reservations, athletic field, and Recreation Center fee schedules
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\*Commercial uses when organizer charges an admission or participation fee

**Table 3F – Special Events\***

Street Party Application Fee	\$100.00
Block Party Application Fee	\$50.00
Category A – application fee	\$100.00
Category B – application fee	\$200.00
Category C – application fee	\$600.00
Facility Fee	\$150.00 per day
Visitor Center Window Advertising Permit	\$75.00
Music License Fee	\$10 per day
Amplified Sound Permit	Free with approved permit associated with a Special Event
Street Closure for Designated Event Location	\$100.00
Street Closure for Non-Designated Event Location	\$500.00
Refundable Security Deposit	\$250.00

\*Additional departmental fees may apply and are assessed following the event



**Table 3G – Film Permit\***

Application Fee (waived for student projects)	\$200.00 per project
Motion: City Property including rights-of-way	\$400.00 per day
Still: City Property including rights-of-way	\$200.00 per day

\* Additional departmental fees may apply and are assessed following the event

**Table 3H – Memorials and donations**

Benches, trees, tables, property, etc.	All memorials are cost-specific and determined by Department Director or designee
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**Table 3I – Tree Services**

Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission)	\$50 per occurrence
Tree Permit (allows contractor to perform work on public trees with permission)	\$50 per fiscal year

**PARKS & RECREATION DEPARTMENT FEE POLICIES**

**Liability Waiver and Insurance Requirements.** Where applicable, all participants are required to sign a liability indemnification statement and provide proof of insurance.

**Youth Program Photo Release.** Parent or legal guardian of youth program participants are required to sign a photo release stating: Unless I decline in writing I also authorize the City of Ketchum, and/or parties designated by the City of Ketchum, to use my child’s photo for the reproduction in any manner the City of Ketchum desires, for advertising, display, audiovisual exhibition or editorial use.

**Refunds.** No cash refunds are given. Refunds and over payments will be credited to participants with a gift certificate for future program use. Gift certificates are valid for one (1) year from the date of issuance toward any Ketchum Parks & Recreation Department program or service. Gift certificates are non-transferable. This policy applies to all programs and services offered by the Parks & Recreation Department.

All other policies are determined by current Ordinance or Resolution language. Registration and/or approved permits are required for all activities listed above.

**Section 4: Public Works Department Fees**

TABLE 4-A STREET DIVISION FEES	
Banner Install/Remove	\$175
<del>Right of Way Improvement/Encroachment Permit *</del>	<del>\$50</del>
<del>Right of Way Encroachment Agreement</del>	<del>\$150</del>
<del>Right of Way Use Permit</del>	<del>\$20</del>
<del>Temporary Use of the Right of Way Permit (TURP)</del>	<del>\$100</del>
Dig Permit	\$50
Barricade Rental	\$20
<del>Security Agreement/Performance Bond Processing Fee</del>	<del>\$100</del>

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\* To the extent that outside agencies charge fees to record documents, such fees will be passed onto the applicant.

TABLE 4-B WATER DIVISION FEES	
City water tap and corporation stop installation	In addition to connection fees in table 4-D
1" tap	\$203
1 ½" tap	\$220
2" tap	\$247
Non-Standard Connection Fee	Time and material cost to city
Water Meter Fee – 1" Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 1.5" R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 1.5" C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 2" R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 2" C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 3" Water Meter + up	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Vaults	\$1,035
Fire Line Permit Fee	\$253
Turn-On Fee	\$15.18
Turn-Off Fee	\$15.18
Water User Charges – Metered Users	
Base charge	<del>\$13.22</del> <del>–</del> <del>\$13.87</del> per month (residential or commercial)
<u>Gallons Supplied</u>	Additional Charge per 1,000 gallons
1,000 – 8,000	<del>\$1.05</del> <del>–</del> <del>\$1.10</del>
8,001 – 65,000	<del>\$2.10</del> <del>–</del> <del>\$2.20</del>
65,001 – 120,000	<del>\$4.22</del> <del>–</del> <del>\$4.43</del>
>120,000	<del>\$6.34</del> <del>–</del> <del>\$6.65</del>
Water User Charges – Non-Metered Users	
<u>Residential Flat Rate</u>	
First five (5) cold water taps or less	<del>\$22.77</del> <del>–</del> <del>\$23.89</del> per month/unit
Each additional cold water tap	<del>\$2.11</del> <del>–</del> <del>\$2.21</del> per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	<del>\$0.78</del> <del>–</del> <del>\$0.80</del> per month/ unit
<u>Commercial Flat Rate</u>	
First five (5) cold water taps or less	<del>\$34.95</del> <del>–</del> <del>\$36.66</del> per month/unit

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Each additional cold water tap	<del>\$2.91</del> <u>\$3.05</u> per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	<del>\$0.78</del> <u>\$0.80</u> per month/unit
Fire User Charge	
<u>Connection Size</u>	
2"	<del>\$7.83</del> <u>\$8.21</u> per month
4"	<del>\$15.92</del> <u>\$16.70</u> per month
6"	<del>\$31.99</del> <u>\$33.56</u> per month
8"	<del>\$47.29</del> <u>\$49.61</u> per month
10"	<del>\$64.02</del> <u>\$67.16</u> per month
12"	<del>\$79.23</del> <u>\$83.11</u> per month
Tank Truck Fill Fee	Fee determined by amount
Use of Fire Hydrant Charge	<del>\$15.18</del> <u>\$15.92</u> per day

**TABLE 4-C WASTEWATER DIVISION FEES**

Service Inspection Fee	\$40	
Sewer User Charges		
<b>Service No.</b>	<b>Classification</b>	<b>Rate Per Month</b>
11	Single family home	<del>\$ 35.55</del> <u>\$37.29</u>
12	Multiple living unit	<del>\$ 35.55</del> <u>\$37.29</u>
13	Motel / hotel (first unit)	<del>\$ 35.55</del> <u>\$37.29</u>
15	Office building / 1,500 square feet	<del>\$ 35.55</del> <u>\$37.29</u>
16	Retail sales / 3,000 square feet	<del>\$ 35.55</del> <u>\$37.29</u>
17	Restaurant / cafe per seat with or without a trap	<del>\$ 3.51</del> <u>\$3.68</u>
20	Retail food / 1,500 square feet	<del>\$ 35.55</del> <u>\$37.29</u>
21	Barber shop / per chair	<del>\$ 17.76</del> <u>\$18.63</u>
22	Beauty salon / per operator	<del>\$ 35.55</del> <u>\$37.29</u>
26	Dry cleaners	<del>\$ 71.07</del> <u>\$74.55</u>
27	Garage / mechanical per 1,500 square feet	<del>\$ 71.07</del> <u>\$74.55</u>
28	Laundries	<del>\$ 142.16</del> <u>\$149.13</u>
29	Bank	<del>\$ 71.07</del> <u>\$74.55</u>
30	School / per 50 students	<del>\$ 35.55</del> <u>\$37.29</u>
31	Swimming pool / private / 500 square feet	<del>\$ 8.84</del> <u>\$ 9.27</u>
32	Beer, wine, liquor	<del>\$ 71.07</del> <u>\$74.55</u>
33	Theater / per screen	<del>\$ 71.07</del> <u>\$74.55</u>
35	Nursery school	<del>\$ 71.07</del> <u>\$74.55</u>
36	Church	<del>\$ 71.07</del> <u>\$74.55</u>
37	Lodge / private / 3,000 square feet	<del>\$ 71.07</del> <u>\$74.55</u>
39	Dentist / doctor / per medical doctor	<del>\$ 38.26</del> <u>\$40.13</u>
40	Car wash with recycle	<del>\$ 38.26</del> <u>\$40.13</u>
41	Hospital / per bed	<del>\$ 7.09</del> <u>\$ 7.44</u>
42	Bowling alley / per lane	<del>\$ 14.20</del> <u>\$14.90</u>
43	Car wash without recycle / per bay	<del>\$ 71.07</del> <u>\$74.55</u>
44	Commercial / 3,000 square feet	<del>\$ 35.55</del> <u>\$37.29</u>
45	Photo development lab	<del>\$ 71.07</del> <u>\$74.55</u>
46	Gas station with public restrooms	<del>\$ 71.07</del> <u>\$74.55</u>
47	Warehouse / 6,000 square feet	<del>\$ 35.55</del> <u>\$37.29</u>
48	Swimming pool / public / 500 square feet	<del>\$ 26.62</del> <u>\$27.92</u>
54	Motel / hotel unit without cooking	<del>\$ 8.84</del> <u>\$ 9.27</u>

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55	Motel hotel, with cooking	<del>\$ 17.76</del> <u>\$18.63</u>
56	Senior family living home	<del>\$ 17.76</del> <u>\$18.63</u>
Returned Check Charge		\$10

<b>Table 4-D Water and Wastewater Connection Fees</b>			
Meter Size	Base Connection Fee Scale Factor	Water Connection Fee	Wastewater Connection Fee
1"	1.00	\$3,816.00	\$2,921.00
1.5"	2.25	\$8,586.00	\$6,572.25
2"	4.00	\$15,264.00	\$11,684.00
3"	9.00	\$34,344.00	\$26,289.00
4"	16.00	\$61,056.00	\$46,736.00
6"	36.00	\$137,376.00	\$105,156.00
* Connection Fees are pursuant to October 18, 2019, Galena Engineering Report			

**Section 5: Administrative/City Clerk Fees**

TABLE 5-A BUSINESS LICENSE AND TAX FEES		
<b>Business License</b>	<b>Fee</b> \$50.00	<p><b>Late Fee Charge</b> \$10.00 for business license application received after the deadline.</p> <p><b>Waiver of Business License Fee</b> The fee for a business license may be waived for three years for any business that meets the criteria for the Tax Reimbursement Incentive program as defined and administered by the Idaho Department of Commerce. Official documentation from the Idaho Department of Commerce approving the business for the TRI program shall accompany the request to waive the business license fee. The City Clerk shall waive the fee for all project that meet these criteria.</p>
<b>City Local Option Tax</b>	No Fee - Tax Collected per Municipal Code Title 3, Chapter 12. Credit card processing fees will be charged at the rate assessed by the vendor.	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due
<b>Catering Permit</b>	\$20.00 per day or as determined by Idaho Code 23-934A	

**TABLE 5-B ADMINISTRATIVE SERVICES FEES**

**Copying Fee Schedule**

Cost per copy (in-house)	
<u>Black &amp; White</u>	<u>Color</u>
\$ .06/page: 8.5"x11" Single-sided	\$ .65/page: 8.5"x11"
\$ .06/page: 8.5"x14" Single-sided	\$ .65/page: 8.5"x14"
\$ .11/page: 8.5"x11" Double-sided	
\$ .11/page: 8.5"x14" Double-sided	
\$ .15/page: 11"x17" Single-sided	\$ .85/page: 11"x17"
\$ .29/page: 11"x17" Double-sided	

Cost for third party (out-of-house) copies for oversized materials which cannot be copied by the City of Ketchum:	
24" X 36"	\$ 3.30/page
22" X 34"	\$ 3.00/page

Pursuant to Idaho Code §74-102(10) the Labor Rates referenced below will apply under the following conditions:

- If the request is more than one hundred (100) pages of paper records; or
- The request includes records from which nonpublic information must be deleted; or
- The actual labor associated with locating and copying documents for a request that exceeds two (2) person hours

LABOR RATES

City Administrator	Current Salary divided by 2,080 hours per year
Department Head	Current Salary divided by 2,080 hours per year
Assistant or Associate	Current Salary divided by 2,080 hours per year
City Clerk	Current Salary divided by 2,080 hours per year
Network Consultant	Current Hourly Rate

OTHER CHARGES

For providing a duplicate of a computer tape, computer disk, microfilm or similar or analogous record system containing public record information, the City of Ketchum shall charge a fee uniform to all persons that does not exceed the sum of the following:

- The City of Ketchum's direct cost of copying the information in that form, including labor at hourly rates specified above, overhead at rate specified above and cost of materials;
- The standard cost, if any, for selling the same information in the form of a publication;
- The cost of consultant services to research and copy public records request.

Payment of the applicable charges shall be made prior to the commencement of research or copying based upon the City Clerk's estimated cost for meeting the public records request.

This Resolution will be in full force and effect upon its adoption this 21<sup>st</sup> day of September, 2020.

CITY OF KETCHUM

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

ATTEST:

\_\_\_\_\_  
Robin Crotty  
City Clerk

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