



## **KETCHUM URBAN RENEWAL BOARD MEETING Agenda**

### **REGULAR MEETING**

**September 20, 2021 beginning at 2:00 PM**

**480 East Avenue, Ketchum, Idaho**

Members of the public may observe the meeting live on the KURA's website at <https://www.ketchumura.org/kura/meetings>, dial into a ZOOM call or attend the meeting in person.

If you would like to comment on an agenda item, please submit your comment to [info@ketchumura.org](mailto:info@ketchumura.org) by noon the day of the meeting. Comments will be provided to the Ketchum Urban Renewal Agency.

### **AGENDA**

#### **CALL TO ORDER:**

#### **ROLL CALL:**

#### **COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS:**

#### **COMMUNICATIONS FROM THE PUBLIC:**

1. Zoom Meeting Dial-in Instructions:  
Phone: 253 215 8782  
Meeting ID: 865 1223 6904

#### **CONSENT CALENDAR: (ALL ACTION ITEMS)**

- [2.](#) ACTION: Approval of Bills.
- [3.](#) ACTION: Approval of August 23, 2021, Meeting Minutes.
- [4.](#) ACTION: Recommendation to approve P.O. #50072 for ICRMP Insurance Renewal for the Annual Policy Period – 10/1/21 to 10/1/22.

#### **DISCUSSION ITEMS:**

- [5.](#) Discussion and direction to staff on FY22 KURA Projects.

#### **ACTION ITEMS:**

- [6.](#) ACTION: Recommendation to review and discuss scope of work for public outreach with Agnew Beck and direct staff to prepare a contract for services.
- [7.](#) ACTION: Recommendation to approve Engagement Letter #50073 with Workman and Company for FY21 Audit.
- [8.](#) ACTION: Recommendation to review and provide direction to staff on funding request for Mountain Land Design Project located at 111 N. Washington Ave.
- [9.](#) ACTION: Approval of Resolution 21-URA04 and Contract for Services #50071 with Sun Valley Economic Development.



Any person needing special accommodations to participate in the above noticed meeting should contact the Ketchum Urban Renewal Agency prior to the meeting at (208) 726-3841. This agenda is subject to revisions and additions. NOTE: 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 (208) 726-3841.

STAY INFORMED! – visit [www.ketchumura.org](http://www.ketchumura.org) To receive notifications from the Ketchum Urban Renewal Agency, please sign up at [www.ketchumura.org](http://www.ketchumura.org). Here you can select to receive email and/or text notifications when meeting agendas, packets and minutes are posted.

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "9610000000"- "9848009999"

| Vendor Name  | Invoice Number | Description   | Net Invoice Amount |
|--|----------------|---|--------------------|
| <b>URBAN RENEWAL AGENCY</b>                            |                |   |                    |
| <b>URBAN RENEWAL EXPENDITURES</b>                      |                |   |                    |
| <b>98-4410-4200 PROFESSIONAL SERVICES</b>              |                |   |                    |
| ELAM & BURKE   | 192435         | General Representation August 2021                                | 1,641.75           |
| ELAM & BURKE   | 192436         | 2021 Financing  | 80.10              |
| S & C ASSOCIATES LLC                                   | 2079           | 20-1029 HAWK 4TH STREET   | 2,550.25           |
| S & C ASSOCIATES LLC                                   | 2123           | 20-1029 HAWK 4TH STREET   | 1,292.50           |
| S & C ASSOCIATES LLC                                   | 2154           | 20-1029   | 1,239.00           |
| <b>98-4410-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b> |                |   |                    |
| EXPRESS PUBLISHING, INC.                               | 10002196 MAY   | ADVERTISING MAY, JUNE, JULY 2021                                  | 162.84             |
| <b>98-4410-4600 LIABILITY INSURANCE</b>                |                |   |                    |
| ICRMP  | 18023-2022-1   | Annual Member Contribution for Policy Period 10-01-21 to 09-30-22 | 2,828.00           |
| <b>98-4410-7100 INFRASTRUCTURE PROJECTS</b>            |                |   |                    |
| ECONOLITE CONTROL PRODUC                               | INV205760      | Hawk Radios   | 2,000.00           |
| Total URBAN RENEWAL EXPENDITURES:                      |                |   | 11,794.44          |
| <b>URA DEBT SERVICE EXPENDITURES</b>                   |                |   |                    |
| <b>98-4800-8400 DEBT SERVICE ACCT PRIN-2021</b>        |                |   |                    |
| ZIONS BANK CC  | L#0001010000   | KURA BOND SERIES 2021 PRINCIPAL                                   | 363,818.54         |
| <b>98-4800-8450 DEBT SRVC ACCT INTRST-2021</b>         |                |   |                    |
| ZIONS BANK CC  | L#0001010000   | KURA BOND SERIES 2021 INTEREST                                    | 12,034.53          |
| Total URA DEBT SERVICE EXPENDITURES:                   |                |   | 375,853.07         |
| Total URBAN RENEWAL AGENCY:                            |                |   | 387,647.51         |
| Grand Totals:  |                |   | 387,647.51         |



## Meeting Minutes

### Special Meeting

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Monday, August 23, 2021

2:00 PM

Ketchum City Hall

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#### CALL TO ORDER:

Vice-Chair, Casey Dove called the meeting to order at 2:01 p.m.

#### ROLL CALL:

##### Present

Chair, Ed Johnson (*absent*)

Vice-Chair, Casey Dove (*via Zoom*)

Commissioner, Amanda Breen (*via Zoom*)

Commissioner, Casey Burke (*present*)

Commissioner, Susan Scovell (*present*)

Commissioner, Jim Slanetz (*present*)

Commissioner, Carson Palmer (*via Zoom*)

##### Other Attendees:

Executive Director, Suzanne Frick

KURA Attorney, Meghan Conrad (*via Zoom*)

Treasurer, Shellie Rubel

Secretary, Tara Fenwick

#### COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS: (*video 00:10:31*)

Vice-chair, Casey Dove read a statement for meeting purpose (*Idaho Code 50-2006, 50-29035, 50-1002*).

No questions were posed by Board members.

#### COMMUNICATION FROM THE PUBLIC:

Vice-chair, Casey Dove opened the meeting to the Public.

#### PUBLIC HEARING (*video 00:14:16*)

1. ACTION ITEM: Proposed FY 21/22 Budget.
2. ACTION ITEM: Adopt Resolution 21-URA03.

No public was present to address the URA.

Vice-chair, Casey Dove closed the public hearing.





Executive Director, Suzanne Frick read Resolution 21-URA03 by title only.

**Motion to approve the proposed FY 21/22 budget and adopt Resolution 21-URA03. Commissioner, Susan Scovell presented the motion, Commissioner, Jim Slanetz seconded the motion. The motion passed. All in favor.**

**ADJOURNMENT:** *(video 00:17:49)*

**Motion to adjourn at 2:18 p.m. Commissioner, Amanda Breen presented the motion, Commissioner, Jim Slanetz seconded the motion. The motion passed. All in favor.**

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Ed Johnson, Chairman

ATTEST:

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Tara Fenwick, Secretary



## Ketchum Urban Renewal Agency

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 20, 2021

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### ICRMP Insurance Renewal for the Annual Policy Period – 10/1/21 to 10/1/22.

#### Introduction/History

ICRMP a Public Entity provides KURA with Multi-Line Insurance Coverage.

#### Analysis

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

| Annual Cost Savings |
|---------------------|
| \$226.24            |

#### Financial Requirement/Impact

A minimum payment of \$ 1,414.00 is required to renew the Policy in a timely manner.

| Minimum Payment | Annual Cost |
|-----------------|-------------|
| \$1,414.00      | \$2,828.00  |

#### Recommendation and Motion

Staff requests Board authorize the Chairman's signature on P.O. #50072, approving the minimum payment of \$1,414.00.

**"I move to authorize the Chairman to sign P.O. #50072, approving the minimum payment of \$1,414.00, to renew the KURA Public Entity Multi-Line Insurance Policy."**

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

**A. SECTION II. GENERAL DEFINITIONS**

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

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

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

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

**B. SECTION V. PROPERTY INSURANCE**

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

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

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

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

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

Added the term standing timber to excluded item.

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

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

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

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

**C. SECTION VI – CRIME INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

**E. SECTION XV, ENDORSEMENTS**

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

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



*Policy Year*

2021-2022

# **PUBLIC ENTITY**

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## **Multi-Lines Insurance Policy**

*Issued for:*

**Ketchum Urban Renewal District**

*Issued by:*

**Idaho Counties Risk Management Program**

**3100 Vista Avenue, Suite 300, Boise, ID 83705**

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

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

August 26, 2021

TO: Ketchum Urban Renewal District

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

Dear Valued ICRMP Member:

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

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

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

Sincerely,

Sandy Moser  
Underwriting Manager

# PUBLIC ENTITY MULTI-LINES INSURANCE POLICY DECLARATIONS

**ISSUED BY IDAHO COUNTIES RISK MANAGEMENT PROGRAM, UNDERWRITERS**

**3100 Vista Avenue, Suite 300**

**Boise, Idaho 83705**

**(208) 336-3100**

|   |   |
|---|---|
| Named Insured:  | Ketchum Urban Renewal District  |
| Address:  | PO Box 2315<br>Ketchum, Idaho 83340   |
|   |   |
| Application Date:   | August 1, 2021  |
|   |   |
| Policy Number:  | 41A18023100121  |
|   |   |
| Policy Period:  | From: October 1, 2021<br>To: October 1, 2022<br><i>Both dates above at 12:01 AM</i> |
|   |   |
| Member Contribution:  | \$3,074   |
|   |   |
| <p style="text-align: center;"><b>NOTICE REGARDING INSURANCE GUARANTY ASSOCIATION</b></p> <p>As required by Article VIII, Section 4 and Article XII, section 4 of the Idaho Constitution and Idaho Code Section 41-3603(10), the ICRMP Program is not a participant in the Idaho Insurance Guaranty Association. As such, ICRMP Subscribers are not responsible for the costs of private insurer insolvencies, nor are they or claimants against them entitled to any of the protections which participation in the Guaranty Association would provide. This notice is provided in cooperation with the Idaho Insurance Guaranty Association. For additional information concerning this notice, contact ICRMP at 208-336-3100.</p> |   |

## ----- PROPERTY -----

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

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



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

| <i>Insuring Agreements</i>                               | <i>Limit of Indemnification</i> | <i>Coverage Basis</i>  | <i>Deductible</i>                              |
|--|---------------------------------|--|--|
| 1. <i>Employee Dishonesty</i>                            | \$250,000                       | Per covered occurrence and in the aggregate for all claims annually.                         | The first \$5,000 of any loss in this section. |
| 2. <i>Loss Inside Premises</i>                           | \$250,000                       | Per covered occurrence and in the aggregate for all claims annually.                         |  |
| 3. <i>Loss Outside Premises</i>                          | \$250,000                       | Per covered occurrence and in the aggregate for all claims annually.                         |  |
| 4. <i>Policy in Lieu of Public Officials Surety Bond</i> | \$50,000                        | Per covered occurrence and not to exceed \$500,000 in the aggregate for all claims annually. |  |
| <i>Sublimit Notary Bond</i>                              | \$25,000                        | Per covered occurrence.  |  |

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

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

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

| <i>Section and/or Insuring Agreements</i>  | <i>Indemnification Limit<br/>for Covered Claims<br/>Brought Pursuant to<br/>Title 6, Ch. 9, Idaho<br/>Code</i> | <i>Indemnification Limit<br/>for All Other Covered<br/>Claims</i> | <i>Defense Cost<br/>Limit for<br/>Covered Claims</i> | <i>Coverage Basis</i>   |
|--|--|---|--|---|
| <b>ERRORS &amp; OMISSIONS LIABILITY – SECTION X</b><br><br><u><b>CLAIMS MADE COVERAGE</b></u><br>Retroactive Date: <b>October 1, 2009</b><br><br>1. <i>Errors &amp; Omissions Liability</i>                      | \$500,000  | \$3,000,000   | \$2,000,000  | Per covered claim.  |
| <b>EMPLOYEE BENEFITS LIABILITY – SECTION XI</b><br><br><u><b>CLAIMS MADE COVERAGE</b></u><br>Retroactive Date: <b>October 1, 2009</b><br><br>1. <i>Employee Benefits Liability</i>                               | \$500,000  | \$3,000,000   | \$2,000,000  | Per covered claim.  |
| <b>EMPLOYMENT PRACTICES LIABILITY – SECTION XII</b><br><br><u><b>CLAIMS MADE COVERAGE</b></u><br>Retroactive Date: <b>October 1, 2009</b><br><br>1. <i>Employment Practices Liability</i>                        | \$500,000  | \$3,000,000   | \$2,000,000  | The first \$7,500 per covered claim as detailed within the coverage section. Per covered claim. |
| <b>SEXUAL MOLESTATION/SEXUAL ABUSE LIABILITY – SECTION XIII</b><br><br><u><b>CLAIMS MADE COVERAGE</b></u><br>Retroactive Date: <b>October 1, 2010</b><br><br>1. <i>Sexual Molestation/Sexual Abuse Liability</i> | \$500,000  | \$3,000,000   | \$2,000,000  | Per covered claim.  |
| <b>CHEMICAL SPRAYING ACTIVITIES LIABILITY – SECTION XIV</b><br><br><u><b>CLAIMS MADE COVERAGE</b></u><br>Retroactive Date: <b>October 1, 2009</b><br><br>1. <i>Chemical Spraying Activities Liability</i>        | \$500,000  | \$500,000   | \$500,000  | Per covered claim and/or in the aggregate for multiple claims.                                  |

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

## ----- SECTION XV – ENDORSEMENTS -----

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

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

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## SECTION I - GENERAL INSURING AGREEMENT

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



## SECTION II - GENERAL DEFINITIONS

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

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

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

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

## SECTION III – GENERAL CONDITIONS

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

5. Loss of or decrease in reinsurance which provided **us** with coverage for all or part of the risk insured;
6. A determination by the Director of Insurance that continuation of this policy would jeopardize **our** solvency or place **us** in violation of the insurance laws of Idaho or any other state; or
7. Violation or breach by **you** of any policy terms or conditions other than nonpayment of member contribution.

b. Nonrenewal.

- (1) If **we** elect to not renew this policy, **we** will mail or deliver to **you** a written notice of intention not to renew at least forty-five (45) days prior to the expiration date of the policy.
- (2) If notice is not mailed or delivered at least forty-five (45) days before the expiration date of this policy, this policy will remain in effect until forty-five (45) days after notice is mailed or delivered.
- (3) **We** will not mail or deliver this notice if:
  - (a) **We** have offered to renew this policy; or
  - (b) **You** have obtained replacement coverage; or
  - (c) **You** have agreed in writing to obtain replacement coverage.

5. **Currency.** The member contribution and losses under this insurance are payable in currency of the United States.
6. **Deductibles.** In each case of loss covered by this policy, **we** will be liable only if **you** sustain a loss in a single **occurrence** greater than the underlying limit or the applicable deductible specified in the declarations pages, insuring agreements or endorsements, and only for its share of that greater amount. In the event of any **occurrence** resulting in loss or damage insured against under this policy for which two or more deductibles apply, the total deductible shall not exceed the single largest deductible applicable to the **occurrence**.
7. **Dispute Resolution Procedure.** **You** and **we** agree that it is in **our** mutual interest to have a dispute resolution procedure in order to address potential disputes and disagreements as to whether or not a claim is covered by the terms and conditions of this policy. **You** and **we** agree that the dispute resolution procedure as set out in the Joint Powers Subscriber Agreement currently in force as of the effective date of this policy shall apply to address any potential disputes and disagreements as to coverage.

a. Inapplicable to Certain Disputes and Disagreements:

- (1) These dispute resolution procedures do not apply to the appraisal condition set forth in the specific conditions applicable to the property Insuring Agreements in section V of this policy, or to the arbitration condition set forth in the specific conditions applicable to the Automobile Liability Insuring Agreements set out in section VII of this policy.
- (2) These dispute resolution procedures do not apply in any way to **our** decisions regarding terms of claim settlement, claim payment amount, or the claim investigation process.

8. **Duties After Occurrence, Accident, Wrongful Act, Wrongful Employment Practice Act, Claim or Suit.**

- a. **You** must see to it that **we** are notified as soon as practicable of an **occurrence** which may reasonably result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the **occurrence, claim, accident, wrongful act, wrongful employment practice act** or **suit** took place;

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



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



- b. **Multiple Insuring Agreements – Single Claim.** If a single claim is covered under two or more Insuring Agreements within a coverage section of this policy, our claim payment shall be limited to the higher limit(s) of indemnification as shown in the declarations page, and its corresponding deductible, if any, for that coverage section. If the affected Insuring Agreements have equal limits of indemnification, only one set of limits of indemnification, and its corresponding deductible, if any, shall apply and it shall be the Insuring Agreement of the coverage section **we** deem to provide primary coverage for the claim.
- c. **Multiple Coverage Sections – Single Claim.** If a single claim is covered under two or more coverage sections of this policy, our claim payment shall be limited to that coverage section with the higher limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of this policy. If the affected coverage sections have equal limits of indemnification, only one set of limits of indemnification, and its corresponding deductible, if any, shall apply and it shall be the coverage section of this policy **we** deem to provide primary coverage for the claim.
- d. **Multiple Coverage Sections – Related Claims; Claims Made Coverage.** If:
- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy **we** issue, that provide claims made coverage; and
  - (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
  - (3) Without regard to number of ICRMP policy periods over which the acts, errors, omissions, occurrences, events, **accidents** or **wrongful acts** take place,
- such related claims shall be treated as a single claim considered **first made** during the policy period or during any extended reporting period when the first of such covered claims is made. Any claim payment(s) we make with respect to such single claim shall be limited to the coverage section and corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of the policy when the claim was considered **first made**.
- e. **Multiple Coverage Sections – Related Claims; Occurrence Coverage.** If:
- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, providing occurrence-based coverage; and
  - (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
  - (3) Without regard to number of ICRMP policy periods over which the occurrences take place,
- such related claims shall be treated as a single claim. The date of the first covered occurrence will determine the policy and its respective coverage section applicable to such single claim. Any claim payment(s) we make with respect to such single claim shall be limited to that policy's coverage section and its corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any.
- f. **Multiple Coverage Sections – Related Claims; Claims Made / Occurrence Coverage.** If:
- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, that individually provide claims made coverage or occurrence-based coverages; and
  - (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
  - (3) Without regard to number of ICRMP policy periods over which the acts, errors, omissions, occurrences, events, **accidents** or **wrongful acts** take place,

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

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

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

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

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

#### 19. Other Insurance.

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

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

## SECTION IV - GENERAL EXCLUSIONS

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

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

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



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

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



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

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

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

## SECTION V – PROPERTY INSURANCE

### A. Property Insurance Provided

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

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

a. **Additional Coverages.** This section includes various additional coverages for physical loss or damage. These additional coverages below will only apply after coverage is afforded under the insurance provided for buildings, structures, and property. The sublimits stated below are a part of, and do not increase, the combined limits of indemnification of all public entity members collectively. Also, the below sublimited additional coverages are subject to all policy provisions and this section's provisions, including applicable exclusions and deductibles, and apply on a per **occurrence** basis, unless otherwise stated. The additional coverages are as follows:

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

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

(3) **Increased Cost of Construction.** This additional coverage provides for the reasonable and necessary costs incurred, described below, to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures, resulting from an insured loss payable under this section for which **we** have accepted coverage provided:

- a. Such law or ordinance is in force on the date of insured physical loss or damage; and
- b. Its enforcement is a direct result of such insured physical loss or damage; and
- c. This additional coverage does not cover any loss due to any law or ordinance with which **you** should have complied before the loss.
- d. This additional coverage provides for the cost to repair or rebuild the physically damaged portion of such property with materials and in a manner to satisfy such law or ordinance and the cost to:

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

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



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

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

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

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

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

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

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



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

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

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

(2) If not repaired or replaced, the **actual cash value**.

f. **Fine arts** articles, the lesser of and not to exceed \$1,000,000 per occurrence only if the item cannot be replaced with other like kind and quality:

(1) The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;

(2) Cost to replace the article; or

(3) Current market value at time of loss.

(4) In the event a **fine arts** article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, **we** will be liable for the lesser of the full value of such pair or set or the amount designated on the **schedule of values**, not to exceed our sublimit as stated above or in the declarations pages. **You** agree to surrender the pair or set to **us**.

g. **Valuable Papers and Records**, and **Electronic Data and Media**.

(1) On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:

(i) The cost to repair, replace or restore data, programs or software including the costs to recreate research and engineer;

(ii) If not repaired, replaced or restored within two years from the date of loss, the blank value of the media.

(2) On all other **Valuable Papers and Records**, and **Electronic Data and Media**, the lesser of the following:

(i) The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss;

(ii) The cost to replace the item.

h. **Vacant Property**:

(1) if the building or leased **premises** has been **vacant** for a period of more than ninety (90) consecutive days before the loss or damage occurs, **we** will not pay for any loss or damage caused by any of the following:

(i) Vandalism

(ii) Sprinkler leakage

(iii) Building glass breakage

(iv) Water damage

(v) Theft, or attempted theft

(2) With respect to direct physical loss or damage, other than from caused listed above, and not otherwise excluded by this policy, **we** will reduce the amount **we** would otherwise pay for the loss or damage by 15%.

i. On all other **insured property**, the loss amount will not exceed the lesser of the following:

(1) The cost to repair;

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

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

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

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

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

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

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

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



## SECTION VI - CRIME INSURANCE

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### A. Insuring Agreements Applicable to Crime Insurance

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

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

### B. Definitions Applicable to Crime Insuring Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Coverage under this section does not apply to:

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

## SECTION VII – AUTOMOBILE LIABILITY INSURANCE

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### A. Automobile Liability Insuring Agreements

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

## SECTION VIII – GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

## SECTION IX – LAW ENFORCEMENT LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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



## SECTION X - ERRORS AND OMISSIONS INSURANCE

### CLAIMS MADE ONLY

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#### A. Errors and Omissions Insuring Agreements

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

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

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

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

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

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

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

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

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

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

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



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

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

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### A. Employee Benefit Program Liability Insuring Agreement

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

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

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

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

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

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

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

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

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

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

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

## SECTION XII – EMPLOYMENT PRACTICES LIABILITY INSURANCE

### CLAIMS MADE ONLY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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



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

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

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

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

## SECTION XIV –CHEMICAL SPRAYING ACTIVITIES LIABILITY INSURANCE

### CLAIMS MADE COVERAGE ONLY

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION XV -ENDORSEMENTS**

**THESE ENDORSEMENTS MODIFY THE POLICY.**

**PLEASE READ THEM CAREFULLY.**

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

# #1 ACCIDENTAL DISCHARGE OF POLLUTANTS AMENDATORY ENDORSEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**I. Privacy or Security Event Liability and Expense Coverage Agreement.** The following coverages are limited as described herein. **Our** right and duty to defend ends when the applicable limit of liability is exhausted in the payment of judgments or settlements, **regulatory penalties, claims expenses, privacy response expenses, PCI-DSS assessments, electronic equipment and electronic data damage, network interruption costs, cyber extortion expenses, cyber extortion monies and social engineering financial fraud.** This coverage only applies if the **privacy or security event** or **cyber extortion threat** commenced on or after the retroactive date above and before the end of the policy period shown in the declarations pages to the policy to which this endorsement is attached, and a **claim** for damages because of the **privacy or security event** is first made against **you** during the policy period, and **you** give written notice to **us** in accordance with Section IV below.

- A. **Privacy or Security Event Liability.** **We** will pay those sums **you** become legally obligated to pay as damages because of a **privacy or security event.** **We** will have the right and duty to defend an **insured** against any **Suit** seeking such damages. However, **we** will have no duty to defend any **insured** against any **suit** seeking damages to which this coverage does not apply. **We** may at **our** discretion investigate any **privacy or security event** and settle any **claim** that may result.
- B. **Privacy Response Expenses.** **We** will pay for **privacy response expenses** incurred by **you** in connection with a **privacy or security event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information.
- C. **Regulatory Proceedings and Penalties.** **We** will pay for Regulatory Penalties an **insured** becomes legally obligated to pay as a result of a **regulatory proceeding** resulting from a **privacy or security event** if notice of the **regulatory proceeding** is received by **you** prior to the end of the policy period. **We** will have the right and duty to defend an **insured** against any **regulatory proceeding** to which this coverage applies. **We** may at **our** discretion investigate any **privacy or security event** and settle any **claim** that may result.
- D. **PCI-DSS Assessments.** **We** will pay for **PCI-DSS assessments** for which an **insured** is liable if the **PCI-DSS assessments** are due to noncompliance by an **insured** with PCI Data Security Standards and the noncompliance resulted in a **privacy or security event.**
- E. **Electronic Equipment and Electronic Data Damage.** **We** will pay for **your** damage to, loss of use or destruction of electronic equipment caused by the reprogramming of the software (including the

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

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

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

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

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

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

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



#### IV. Notice to Us

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

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

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

#### V. Exclusions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

### #3 TERRORISM LIABILITY AMENDATORY ENDORSEMENT

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

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

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

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

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

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

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

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

## #4 PUBLIC LAND FIRE SUPPRESSION AMENDATORY ENDORSEMENT

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

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

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

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

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

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

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

## #5 ASBESTOS REMEDIATION AMENDATORY ENDORSEMENT

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

**A. Section V does not cover**

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

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

## #6 – EQUIPMENT BREAKDOWN INSURANCE ENDORSEMENT

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

#### A. Equipment Breakdown Insurance Endorsement

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

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

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

**5. Business Income:**

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

**6. Expediting Costs:**

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

**7. Hazardous Substance:**

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

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

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

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

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

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

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

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

1. **"Breakdown"**

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



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

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

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

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

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

## #7 ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

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

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

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

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

### B. DEFINITIONS APPLICABLE TO THIS AMENDATORY ENDORSEMENT

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

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

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

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

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

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# ICRMP

## *Multi-Lines*

# Insurance Policy

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

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

**VEHICLE INSURANCE IDENTIFICATION CARD  
STATE OF IDAHO**

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

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

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

Policy Number: 41A18023100121 contains minimum liability insurance to meet the requirements of Idaho Code, Section 49-245.

|                         |                                     |
|-------------------------|-------------------------------------|
| <b>EFFECTIVE DATES:</b> | <b>NAME AND ADDRESS OF INSURED:</b> |
| October 1, 2021         | Ketchum Urban Renewal District      |
| Continuous              | PO Box 2315                         |
| Until Cancelled         | Ketchum, ID 83340                   |

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

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

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| October 1, 2021         | Ketchum Urban Renewal District      |
| Continuous              | PO Box 2315                         |
| Until Cancelled         | Ketchum, ID 83340                   |

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

October 1, 2021

Ketchum Urban Renewal District  
Shellie Rubel, City Treasurer  
PO Box 2315  
Ketchum, ID, 83340

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

Dear Governing Board,

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

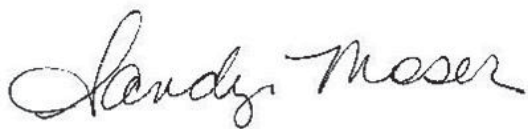
- Provide you an estimated renewal contribution amount April/May to assist you in the preparation of your budget.
- Deliver your ICRMP policy at renewal and review policy changes with you and/or your governing board to answer relevant questions about coverage and policy terms.
- Review your list of property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

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

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

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

Respectfully,

A handwritten signature in cursive script that reads "Sandy Moser". The ink is dark and the signature is fluid.

Sandy Moser, CPCU  
Underwriting Manager



September 1, 2021

Ketchum Urban Renewal District  
Suzanne Frick, City Administrator  
PO Box 2315  
Ketchum, ID, 83340

RE: Independent Insurance Agent Mark Balcos and agency Asset Protection Group dba Wood River Ins

Dear Suzanne,

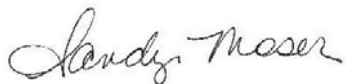
Per our records, Mark Balcos from Asset Protection Group dba Wood River Ins was your ICRMP approved insurance agent. Effective September 1, 2021 we have cancelled this agent/agency's appointment, therefore they are no longer authorized to represent or assert affiliation with ICRMP.

Due to this cancellation, you now need to either select a new ICRMP approved local agent or choose to access ICRMP directly without an agent. Please contact Justin Nyquist, Underwriting Coordinator at 208-246-8216 or [jnyquist@icrmp.org](mailto:jnyquist@icrmp.org) to discuss these options.

Please be assured that this transition will not affect coverage or the renewal of your ICRMP policy. For your convenience we have included your October 1, 2021 renewal policy along with vehicle insurance cards, and certificates of insurance.

We apologize for any inconvenience.

Respectfully,



Sandy Moser, CPCU  
Underwriting Manager

**Member Billing Contact:**

Shellie Rubel  
Ketchum Urban Renewal District  
PO Box 2315  
Ketchum, ID 83340

**Invoice Date:** 9/4/2021  
**Invoice Number:** 18023 - 2022 - 1  
**Policy Period:** 10-1-21 to 9-30-22  
**Policy Number:** 41A18023100121

## Insurance Billing

| DESCRIPTION  |
|--|
| 10/1/2021 - 9/30/2022 Policy Year Annual Premium: \$2,828.00                               |
| Minimum Due 10/1/2021: \$1,414.00<br>Balance Due 4/1/2022: \$1,414.00                      |
| For proper application, please do not combine other payments with your premium remittance. |

**Member:**

Ketchum Urban Renewal District  
PO Box 2315  
Ketchum, ID 83340

**Make Checks Payable to:**

ICRMP  
PO Box 15116  
Boise, ID 83715

|                        |                   |
|------------------------|-------------------|
| <b>Invoice Date:</b>   | 9/4/2021          |
| <b>Invoice Number:</b> | 18023 - 2022 - 1  |
| <b>Due Date:</b>       | 10/4/2021         |
| <b>Minimum Due:</b>    | <b>\$1,414.00</b> |
| <b>Amount Paid:</b>    |                   |

Write Amount Paid Here



## Ketchum Urban Renewal Agency

---

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 20, 2021

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### **Recommendation to Review, Discuss and Provide Direction on Projects for FY 2022**

Each year the KURA discusses and decides project to fund.

The following projects are proposed for Board discussion for FY 22:

- Repair 4<sup>th</sup> Street pavers from Walnut to Washington
- Identify sidewalk segments for installation based on the 2021 sidewalk map (Attachment A) that are not included on the KURA quadrant maps.
- Proceed with implementation of the KURA quadrant 3 sidewalk segments (Attachment B) consisting of:
  - Q3-3 north side of 6<sup>th</sup> Street between Warm Springs Road and Washington Ave
  - Q3-4 South side of 7<sup>th</sup> Street at Warm Springs Road
  - Q3-8 north side of 7<sup>th</sup> Street between Warm Springs Road and Washington Ave and east side of Washington Avenue between 7<sup>th</sup> Street and 8<sup>th</sup> Street
- Proceed with implementation of sidewalks in quadrants 1, 2, or 4 (Attachment C).
- Fund installation of ADA ramps and ADA parking within the downtown core.
- Enhance pedestrian access in key areas such as Second Avenue, 4<sup>th</sup> Street and 5<sup>th</sup> Street (sidewalks, lighting).
- Fund preparation of plans for the extension of the 4<sup>th</sup> Street pedestrian corridor.
- Provide funding for a Town Square master plan (KURA committed to funding \$25,000 or half the cost of the study).
- Other projects within the KURA District that are identified on the City's FY22 Proposed CIP Plan (Attachment D).

Staff is seeking direction on projects the Board is interested in funding this fiscal year. Once the Board identifies the projects, staff will return with an outline and schedule for completing the projects.

#### Existing Funding Commitments




The KURA has committed to funding infrastructure improvements associated with the Bluebird Project. The Board has pledged \$564,860 in funding. In addition, the KURA has committed funds up to \$79,539 for preparation of the Warm Springs Road and Main Street Corridor Options Analysis.

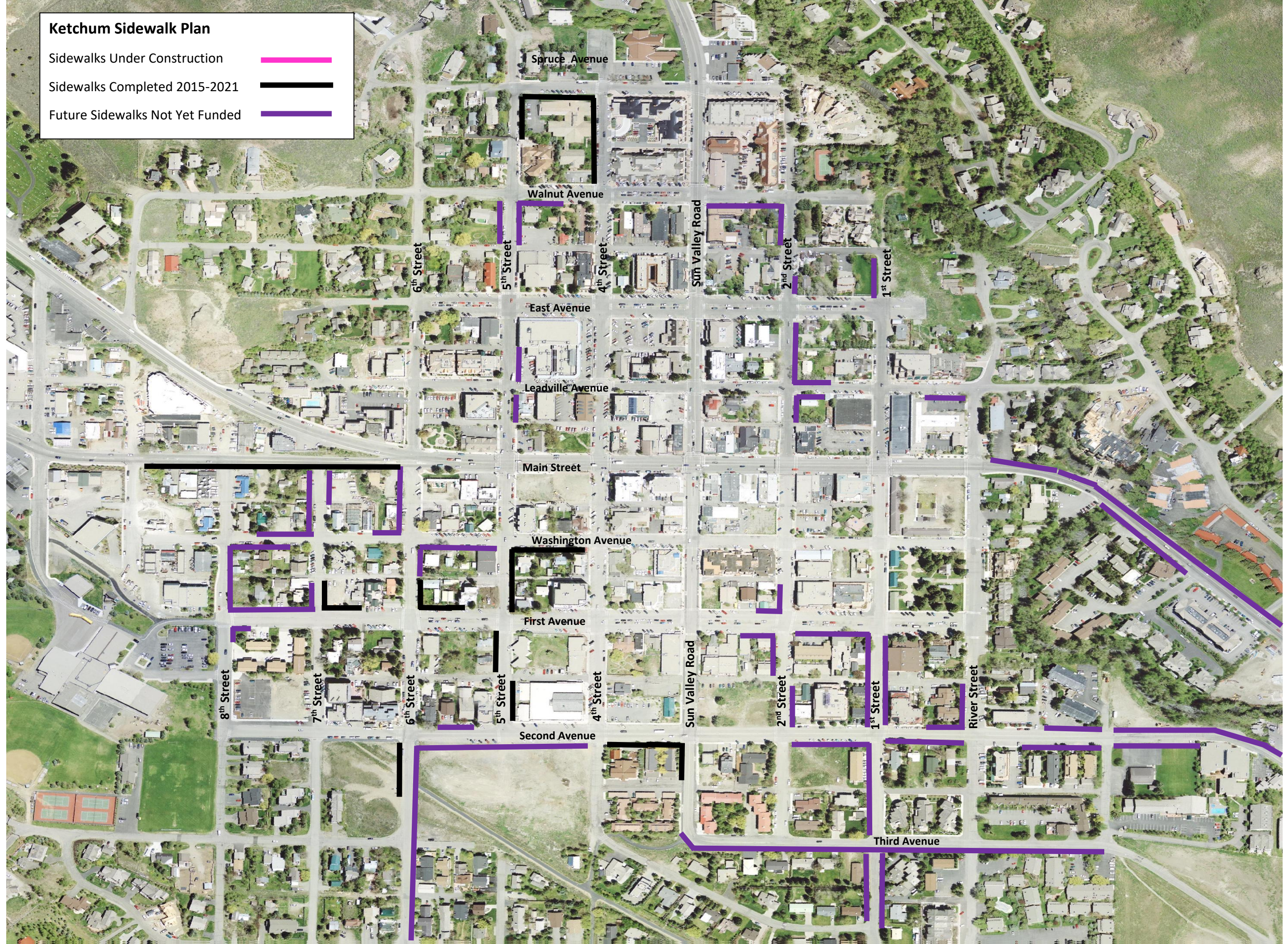
#### Attachments:

|               |   |
|---------------|---|
| Attachment A: | Map of Sidewalk Segments                |
| Attachment B: | Quadrant 3 Sidewalk Segments            |
| Attachment C: | Quadrants 1, 2, and 4 Sidewalk Segments |
| Attachment D: | City FY22 CIP Projects                  |

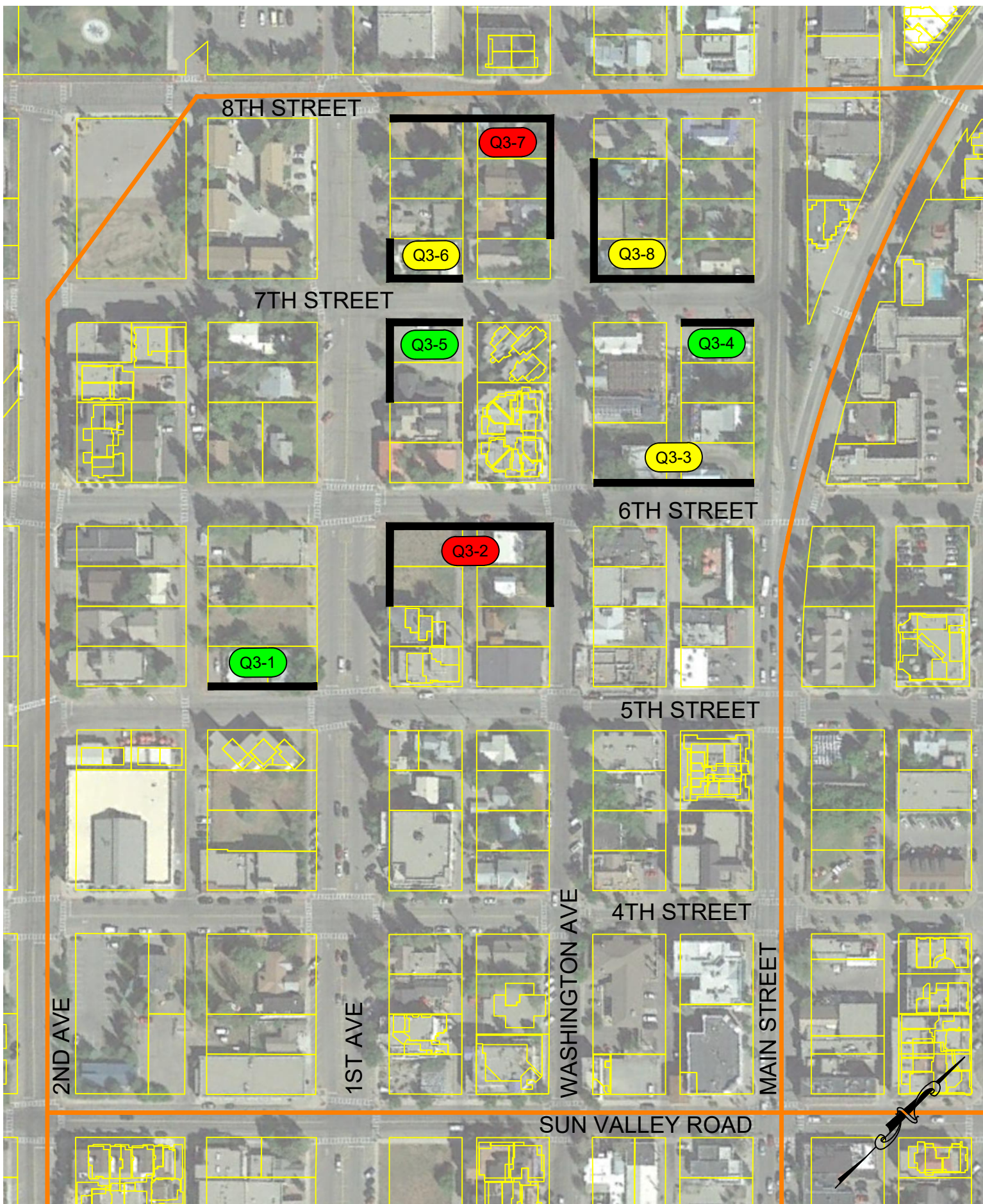


# Ketchum Sidewalk Plan

- Sidewalks Under Construction 
- Sidewalks Completed 2015-2021 
- Future Sidewalks Not Yet Funded 



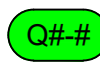




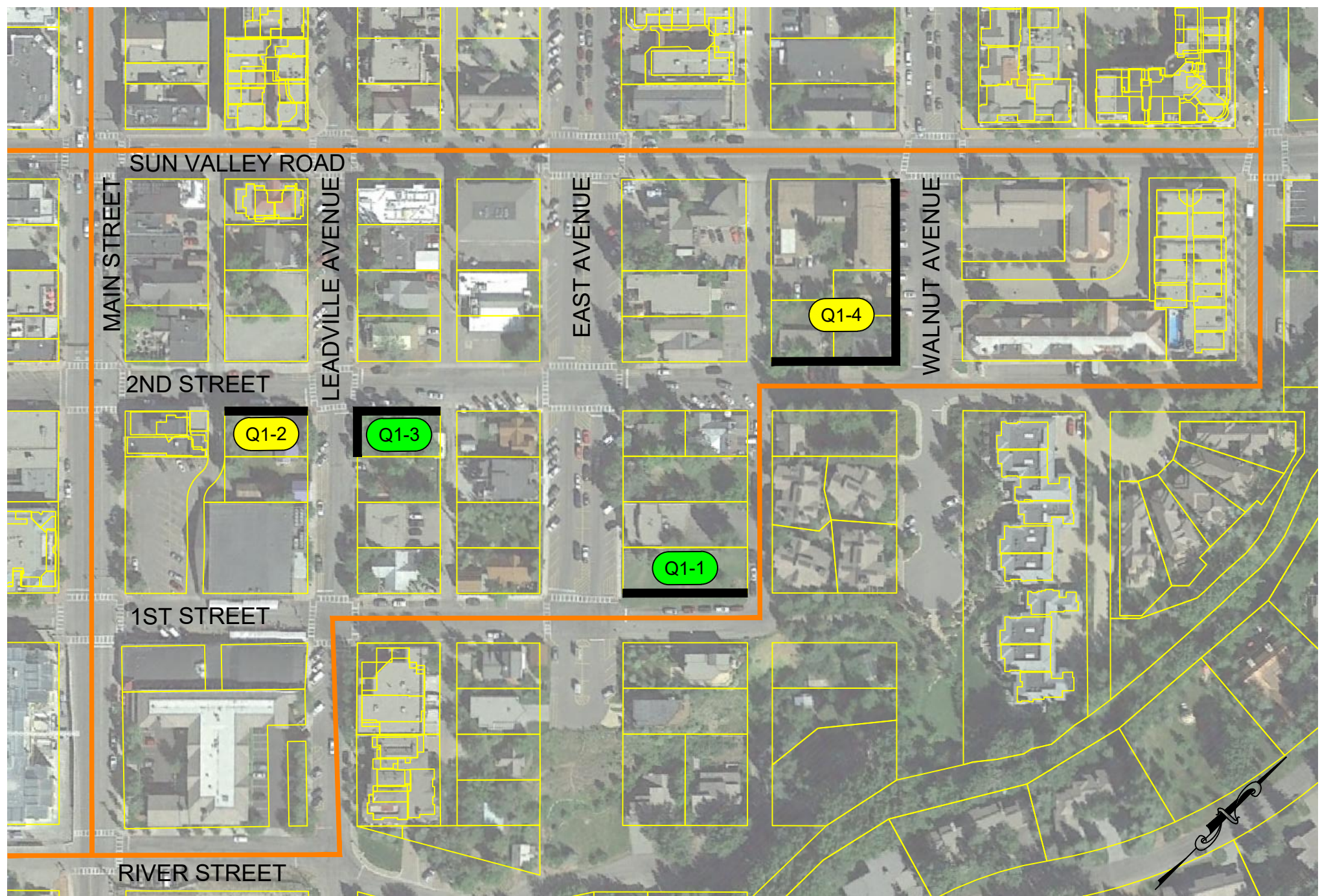
# QUADRANT 3

## LEGEND

GALENA CLASSIFICATION



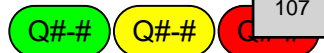




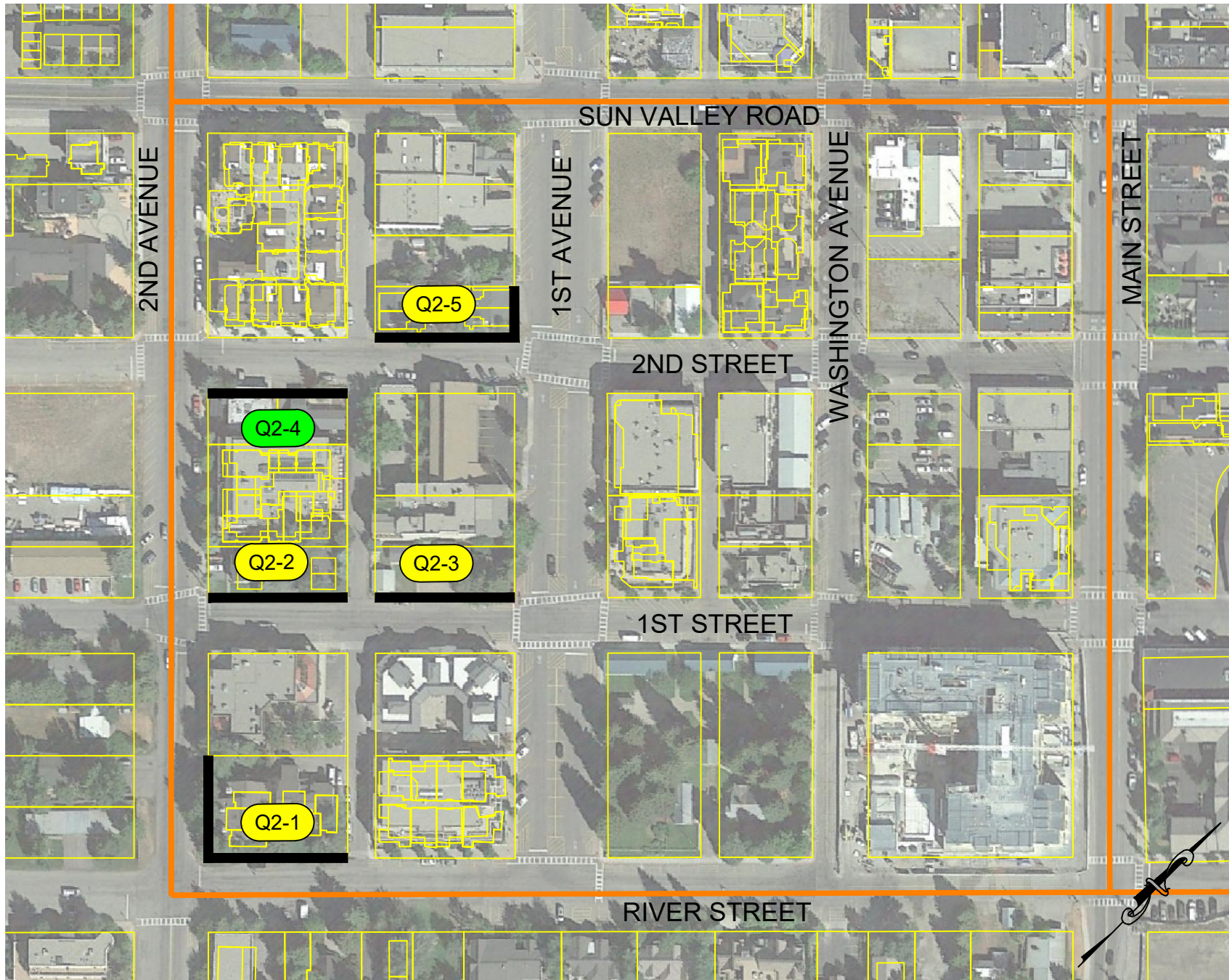
## QUADRANT 1

### LEGEND

GALENA CLASSIFICATION







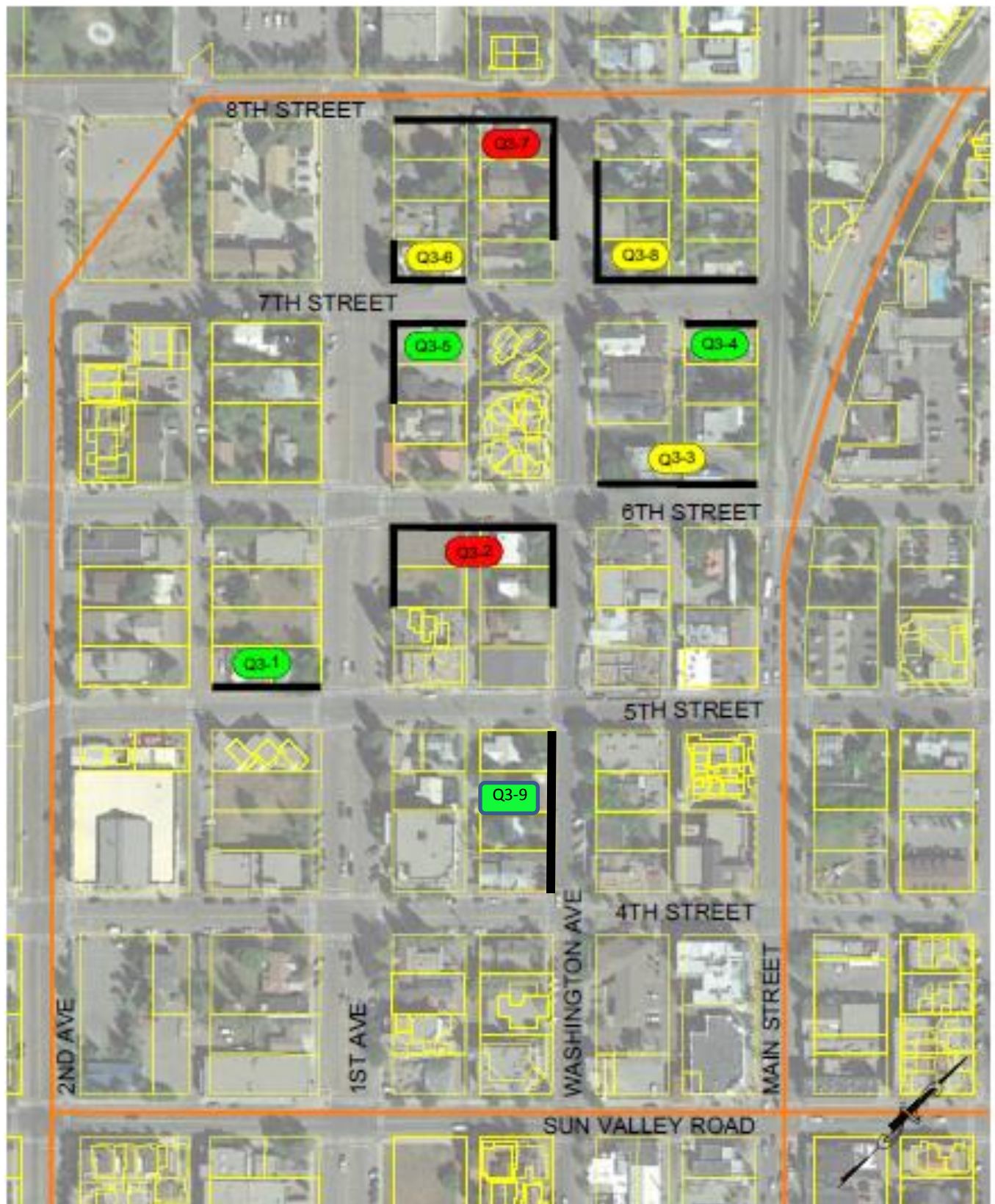
## QUADRANT 2

### LEGEND

GALENA CLASSIFICATION



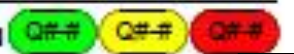




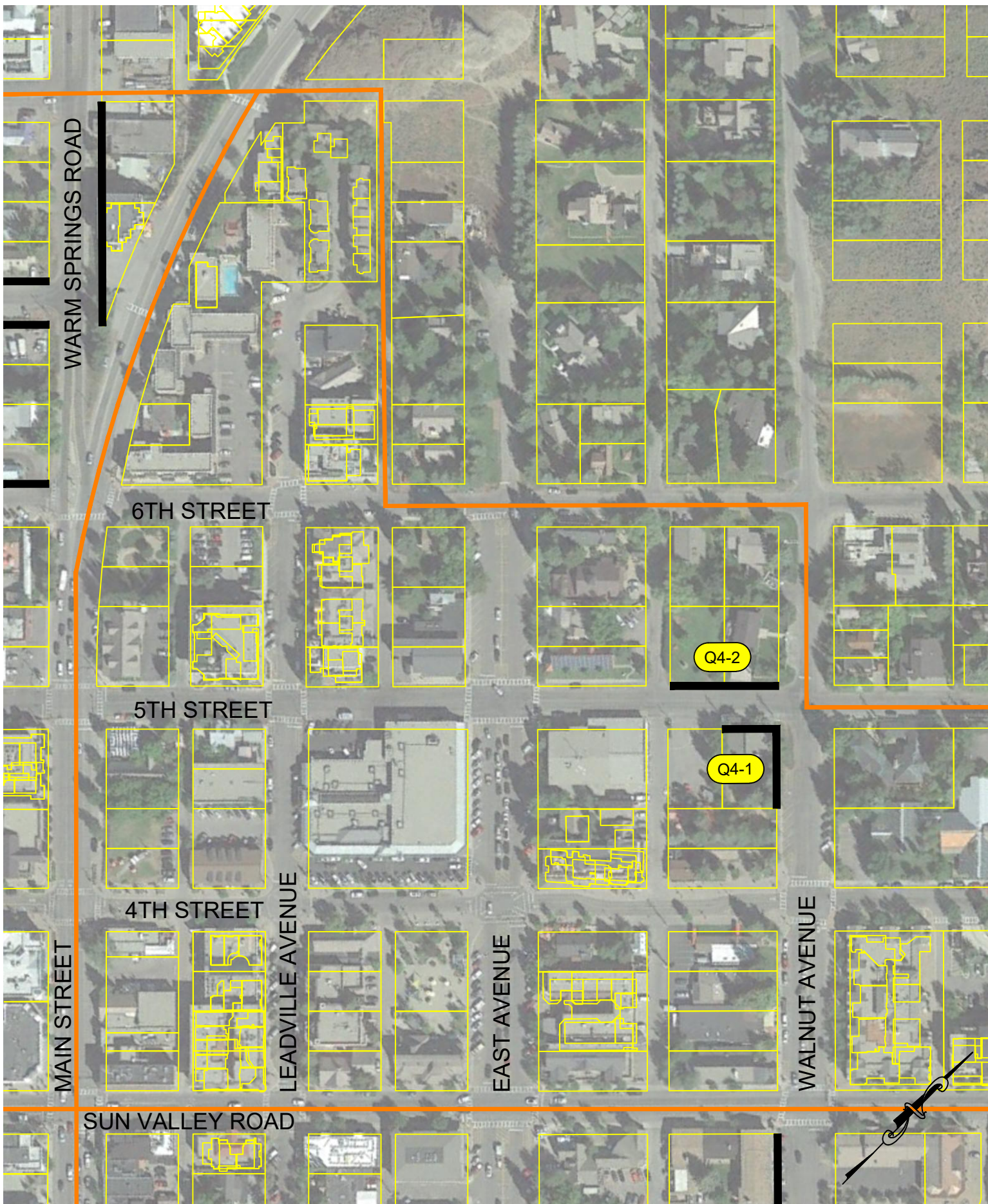
## QUADRANT 3

### LEGEND

GALENA CLASSIFICATION







QUADRANT 4

LEGEND

GALENA CLASSIFICATION



Ketchum Capital Improvement Program  
Sources/Uses Summary - FY 2022

DRAFT 2022

|    | Description                                       | Department       | Status           | Encumbrance<br>Year (FY) | Projected Cost | Projected Funding Sources |                          |                                |                         | % Growth |                      |
|----|---|------------------|------------------|--------------------------|----------------|---------------------------|--------------------------|--------------------------------|-------------------------|----------|----------------------|
|    |   |                  |                  |                          |                | Capital Fund              |                          |                                | Urban Renewal<br>Agency |          | Impact Fees<br>(All) |
|    |   |                  |                  |                          |                | Local Option Tax          | Current Year<br>Funding* | Planned Use of<br>Fund Balance |                         |          |                      |
|    |   |                  |                  |                          |                |                           |                          |                                |                         |          |                      |
| 1  | Starting Fund Balance                             |                  |                  |                          |                | \$1,134,143               |                          | \$0                            |                         |          |                      |
| 2  | FY 2021 End of Year Resources (GF Trans Year End) |                  |                  |                          |                |                           | \$1,000,000              |                                |                         |          |                      |
| 3  | Current Year/Planned Use Resources                |                  |                  |                          |                | \$500,000                 | \$465,000                |                                | \$0                     | \$0      |                      |
|    |   |                  |                  |                          |                |                           |                          |                                |                         |          |                      |
| 4  | FY 2022   |                  |                  |                          |                |                           |                          |                                |                         |          |                      |
| 5  | Utility/Pick-Up Truck (2006 / 2021)               | Fire             | Proposed         | 2022                     | \$68,250       | \$68,250                  | \$0                      |                                |                         |          |                      |
| 6  | Command Car (2012 / 2022)                         | Fire             | Proposed         | 2022                     | \$57,750       | \$57,750                  | \$0                      |                                |                         |          |                      |
| 7  | Firefighting EQ (tools)                           | Fire             | Proposed         | 2022                     | \$14,680       | \$14,680                  | \$0                      |                                |                         |          |                      |
| 8  | PPE (turnout gear)                                | Fire             | Proposed         | 2022                     | \$31,375       | \$31,375                  | \$0                      |                                |                         |          |                      |
| 9  | Radios (portable)                                 | Fire             | Proposed         | 2022                     | \$14,000       | \$14,000                  | \$0                      |                                |                         |          |                      |
| 10 | Medical (city provided)                           | Fire             | Proposed         | 2022                     | \$4,000        | \$4,000                   | \$0                      |                                |                         |          |                      |
| 11 | Rescue (city provided)                            | Fire             | Proposed         | 2022                     | \$24,800       | \$24,800                  | \$0                      |                                |                         |          |                      |
| 12 | Shop Tools  | Fire             | Proposed         | 2022                     | \$2,500        | \$2,500                   | \$0                      |                                |                         |          |                      |
| 13 |   | Fire             | Department Total | 2022                     | \$217,355      | \$217,355                 | \$0                      | \$0                            | \$0                     | \$0      |                      |
| 14 | Little Park Upgrades                              | Facilities       | Proposed         | 2022                     | \$54,000       | \$54,000                  | \$0                      |                                |                         |          |                      |
| 15 | Ford Ranger 2004                                  | Facilities       | Proposed         | 2022                     | \$35,000       |                           | \$35,000                 |                                |                         |          |                      |
| 16 | Water Conservation Upgrades Cost Savings          | Facilities       | Proposed         | 2022                     | \$20,000       |                           | \$20,000                 |                                |                         |          |                      |
| 17 | Atkinson Park Irrigation Upgrades                 | Facilities       | Proposed         | 2022                     | \$25,000       |                           | \$25,000                 |                                |                         |          |                      |
| 18 | Atkinson Park Replace Fence Little League Field   | Facilities       | Proposed         | 2022                     | \$12,000       |                           | \$12,000                 |                                |                         |          |                      |
| 19 | Edelweiss Park Install Irrigation Hookup          | Facilities       | Proposed         | 2022                     | \$10,000       |                           | \$10,000                 |                                |                         |          |                      |
| 20 | Forest Service Park Replace Restroom Fixtures     | Facilities       | Proposed         | 2022                     | \$6,500        |                           | \$6,500                  |                                |                         |          |                      |
| 21 | Forest Service Park Replace Stage for KA          | Facilities       | Proposed         | 2022                     | \$6,000        |                           | \$6,000                  |                                |                         |          |                      |
| 22 | Forest Service Park New Roof Residential Bldgs    | Facilities       | Proposed         | 2022                     | \$20,000       |                           | \$20,000                 |                                |                         |          |                      |
| 23 | Forest Service Park Paint All Buildings           | Facilities       | Proposed         | 2022                     | \$35,000       |                           | \$35,000                 |                                |                         |          |                      |
| 24 | Rotary Park Replace Irrigation                    | Facilities       | Proposed         | 2022                     | \$32,000       |                           | \$32,000                 |                                |                         |          |                      |
| 25 | Towne Square Design Scope                         | Facilities       | Proposed         | 2022                     | \$75,000       |                           | \$15,000                 |                                | \$60,000                |          |                      |
| 26 | Add Trash Cans (Citywide)                         | Facilities       | Proposed         | 2022                     | \$10,000       |                           | \$10,000                 |                                |                         |          |                      |
| 27 | Replace Trash Can (Citywide)                      | Facilities       | Proposed         | 2022                     | \$10,000       |                           | \$10,000                 |                                |                         |          |                      |
| 28 | City Streetscape Electrical Upgrades              | Facilities       | Proposed         | 2022                     | \$4,500        |                           | \$4,500                  |                                |                         |          |                      |
| 29 | Power Line Undergrounding                         | Power            | Proposed         | 2022                     | \$180,000      |                           | \$180,000                |                                |                         |          |                      |
| 30 |   | Facilities/Power | Department Total | 2022                     | \$535,000      | \$54,000                  | \$421,000                | \$0                            | \$60,000                | \$0      |                      |
| 31 | SH-75 Pathway-North of Town (Engineering)         | Mobility         | Proposed         | 2022                     | \$39,000       |                           | \$31,200                 |                                |                         | \$7,800  |                      |
| 32 | 1st Avenue and Sun Valley Road (Construction)     | Mobility         | Proposed         | 2022                     | \$95,700       | \$76,560                  | \$76,560                 |                                |                         | \$19,140 |                      |
| 33 | East Avenue and Sun Valley Road (Construction)    | Mobility         | Proposed         | 2022                     | \$113,100      | \$90,480                  | \$90,480                 |                                |                         | \$22,620 |                      |
| 34 | Downtown Core Sidewalk infill                     | Mobility         | Proposed         | 2022                     | \$222,000      |                           | \$0                      |                                | \$177,600               | \$44,400 |                      |
| 35 | Main St./Warm Springs Concept Design              | Mobility         | Proposed         | 2022                     | \$200,000      |                           | \$160,000                |                                |                         | \$40,000 |                      |
| 36 | Sun Valley Road Mill and Overlay (ITD FUNDED)     | Mobility         | Proposed         | 2022                     | \$864,600      |                           | \$864,600                |                                |                         | \$0      |                      |
| 37 | Sidewalk Curb and Gutter Repairs                  | Mobility         | Proposed         | 2022                     | \$111,111      |                           | \$111,111                |                                |                         |          |                      |



Ketchum Capital Improvement Program  
Sources/Uses Summary - FY 2022

DRAFT 2022

|    | Description                                       | Department                    | Status           | Encumbrance<br>Year (FY) | Projected Cost | Projected Funding Sources |                          |                                |                         | %<br>Growth          |
|----|---|-------------------------------|------------------|--------------------------|----------------|---------------------------|--------------------------|--------------------------------|-------------------------|----------------------|
|    |   |                               |                  |                          |                | Capital Fund              |                          |                                | Urban Renewal<br>Agency | Impact Fees<br>(All) |
|    |   |                               |                  |                          |                | Local Option Tax          | Current Year<br>Funding* | Planned Use of<br>Fund Balance |                         |                      |
| 1  | Starting Fund Balance                             |                               |                  |                          |                | \$1,134,143               |                          | \$0                            |                         |                      |
| 2  | FY 2021 End of Year Resources (GF Trans Year End) |                               |                  |                          |                |                           | \$1,000,000              |                                |                         |                      |
| 3  | Current Year/Planned Use Resources                |                               |                  |                          |                | \$500,000                 | \$465,000                |                                | \$0                     | \$0                  |
| 4  | FY 2022   |                               |                  |                          |                |                           |                          |                                |                         |                      |
| 38 |   | Mobility                      | Department Total | 2022                     | \$1,645,511    | \$167,040                 | \$1,333,951              | \$0                            | \$177,600               | \$133,960            |
| 39 | Atkinson Park New Soccer Goals                    | Recreation                    | Proposed         | 2022                     | \$10,000       | \$10,000                  | \$0                      |                                |                         |                      |
| 40 | Bald Mountain Trail Connector Study               | Recreation                    | Proposed         | 2024                     | \$10,000       | \$10,000                  | \$0                      |                                |                         |                      |
| 41 | Van/bus from Mt Rides                             | Recreation                    | Proposed         | 2022                     | \$11,000       |                           | \$11,000                 |                                |                         |                      |
| 42 |   | Recreation                    | Department Total | 2022                     | \$31,000       | \$20,000                  | \$11,000                 | \$0                            | \$0                     | \$0                  |
| 43 | Dodge Durango (new)                               | Police                        | Proposed         | 2022                     | \$45,000       | \$45,000                  | \$0                      |                                |                         |                      |
| 44 | Chevy Tahoe (new)                                 | Police                        | Proposed         | 2022                     | \$50,000       | \$50,000                  | \$0                      |                                |                         |                      |
| 45 | City Share of Record Management System            | Police                        | Proposed         | 2022                     | \$0            | \$21,000                  | -\$21,000                |                                |                         |                      |
| 46 | Radios (portable)                                 | Police                        | Proposed         | 2022                     | \$68,500       | \$68,500                  | \$0                      |                                |                         |                      |
| 47 | Radar Trailer (1)                                 | Police                        | Proposed         | 2022                     | \$0            | \$16,000                  | -\$16,000                |                                |                         |                      |
| 48 |   | Police                        | Department Total | 2022                     | \$163,500      | \$200,500                 | -\$37,000                | \$0                            | \$0                     | \$0                  |
| 49 | Rectangle Rapid Flashing Beacon                   | Street/Equipment              | Proposed         | 2022                     | \$25,000       |                           | \$25,000                 |                                |                         |                      |
| 50 | Cat 950 Loader                                    | Street/Equipment              | Proposed         | 2022                     | \$200,000      |                           | \$200,000                |                                |                         |                      |
| 51 |   | Street/Equipment              | Department Total | 2022                     | \$225,000      | \$0                       | \$225,000                | \$0                            | \$0                     | \$0                  |
| 53 | IT Upgrades                                       | Technology                    | Proposed         | 2022                     | \$50,000       |                           | \$50,000                 |                                |                         |                      |
| 54 |   | Technology                    | Department Total | 2022                     | \$50,000       | \$0                       | \$50,000                 | \$0                            | \$0                     | \$0                  |
| 55 | Sustainability Infrastructure                     | Sustainability Infrastructure | Proposed         | 2022                     | \$50,000       |                           | \$50,000                 |                                |                         |                      |
| 56 |   | Sustainability Infrastructure | Department Total | 2022                     | \$50,000       | \$0                       | \$50,000                 | \$0                            | \$0                     | \$0                  |
| 57 | 2022 Proposed Totals                              |                               |                  |                          | \$2,917,366    | \$658,895                 | \$2,053,951              | \$0                            | \$237,600               | \$133,960            |
| 58 | 2022 Approved Totals                              |                               |                  |                          | \$0            | \$0                       | \$0                      | \$0                            | \$0                     | \$0                  |



## Ketchum Urban Renewal Agency

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P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 20, 2021

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### **RECOMMENDATION TO PROVIDE DIRECTION TO STAFF ON PUBLIC OUTREACH SCOPE AND COST FOR THE FIRST STREET AND WASHINGTON AVENUE KURA PROPERTY**

#### Introduction/History

At the August 16, 2021 meeting, the KURA discussed different outreach options and asked staff to return to the Board with a proposed scope of work and cost proposal for conducting community outreach and input for development on the KURA owned site at First Street and Washington Avenue.

Staff has been in discussion with Agnew Beck on a proposed scope of work and a cost proposal. Included in Attachment A is the proposed approach, timeline, and cost for the outreach.

#### Analysis

As outlined at the last meeting, Agnew Beck, has experience in assisting cities and URA agencies with this type of effort. Attached to the report are examples of work products prepared by Agnew Beck for Idaho Falls and Boise. Recently the Ketchum City Council hired Agnew Beck to update the city's housing strategy. Having a firm with information about the city's housing strategy will help inform the KURA's outreach efforts. The KURA outreach will be a separate and distinct process from the city.

Staff is recommending the Board review the proposed scope of work, schedule and cost and provide input into the proposal. Representatives of Agnew Beck will provide a brief presentation at the meeting and will be available to answer any questions.

Financial Requirement/Impact

There are sufficient funds in the FY 2022 budget to support a professional services contract for the work.

Recommendation

Staff recommends the Board review the proposal and cost estimate and if acceptable, direct staff to prepare a contract for services with Agnew Beck.





# Ketchum Urban Renewal Agency Community Engagement

Proposal Submitted by Agnew::Beck  
*September 16, 2021*



[www.agnewbeck.com](http://www.agnewbeck.com) | 802 West Bannock Street, Suite 305A | Boise, Idaho 83702 | 208.342.3976

September 15, 2021

Ketchum Urban Renewal Agency (KURA)  
Suzanne Frick  
480 East Ave. N.  
Ketchum, ID 83340



Dear Suzanne –

Agnew::Beck is excited to submit our proposal to assist the Ketchum Urban Renewal Agency in its endeavor to assist with stakeholder engagement efforts related to the redevelopment of the property on Washington Street downtown. Our firm has assisted several urban renewal agencies, development authorities, housing entities and communities assess the potential of their public or private assets, working with and learning from key community stakeholders and the general public. We firmly believe and have repeatedly seen that project outcomes improve when key constituencies have a place at the table and can engage in meaningful conversations. We are excited about KURA's willingness and interest in investing in this type of community dialogue, and the potential for A::B to facilitate this process on your behalf.

A::B is a multidisciplinary consulting firm based in Boise, Idaho and Anchorage, Alaska. Our aim is to promote strength, health, vibrancy, and equity across communities throughout the West. We are skilled in policy, planning, engagement, and project implementation. Since 2002, we have helped our clients strategically respond to growth and change, challenges, and opportunities to achieve their goals. Our team is committed to effective and efficient project management. We are committed, passionate, and practical partners, working as allies with our clients to identify and tackle their most important issues with smart, effective solutions, and with key stakeholders at the center of the process. We emphasize data-based decision-making, meaningful engagement and project implementation to build healthy, sustainable and equitable communities.

Our firm's areas of specialty include:

- Public Engagement and Stakeholder Outreach
- Facilitation and Communications
- Community-Based Planning
- Economic Development Strategies and Projects

"Engage, Plan, Implement" is our approach to helping people, places and organizations get beyond ideas and issues, and get into making things happen. This proposal describes our proposed approach to assisting KURA in your efforts to improve Ketchum and make good use of public resources. We have also included information about our team's experience and a cost estimate for our work.

We look forward to the next steps in this process, and your feedback on our proposal. Thank you for the opportunity to share our firm's proposed approach and qualifications.

Sincerely,

Ellen Campfield Nelson, Principal::Owner

Agnew::Beck Consulting | 802 West Bannock Street, Suite 305A | Boise, ID 83702  
t 208.342.3976 | [www.agnewbeck.com](http://www.agnewbeck.com)

# Project Proposal

Below is A::Bs proposed tasks, timeline, outcomes and impacts to provide Community Outreach to KURA. A::B understands that the objectives of this project are:

- Conduct due diligence about community interests and site considerations for KURA’s parcel on Washington Street, between 1<sup>st</sup> and 2<sup>nd</sup> Streets to inform decision-making.
- Design and run an inclusive community stakeholder engagement process to learn about community priorities and ideas for the parcel, and about community housing needs, generally.
- Deliver a summary of community input and recommendations from the process to KURA Commissioners and staff team.

These tasks, timeline, deliverables and objectives can be refined to better meet KURA’s needs, as requested.

## Tasks and Timeline Overview

| Scope of Work  | Oct | Nov | Dec | Jan | Feb | Mar |
|--|-----|-----|-----|-----|-----|-----|
| <b>Task 1:</b><br>Project Initiation                             |     |     |     |     |     |     |
| <b>Task 2:</b><br>Project Research and Preliminary Findings      |     |     |     |     |     |     |
| <b>Task 3:</b><br>Conduct Additional Community Outreach          |     |     |     |     |     |     |
| <b>Task 4:</b><br>Summarize and Synthesize Community Preferences |     |     |     |     |     |     |

## Proposed Scope of Services

### Task 1: Project Initiation (Oct)

#### 1A. Project Team Kick-Off.

Meet with City team (up to two times) to refine scope and timeline, transfer documents and information, and clarify role with KURA Staff.

#### 1.B Virtual Work Session with Kura Commissioners

Host a virtual or in-person project work session with the KURA commissioners to further refine the project intention and vision for the site. Discuss stakeholder engagement processes and project information. Alternatively, brief one-on-one interviews with Commissioners can be substituted for work session, if preferred.

#### 1C. Conduct Stakeholder Analysis and Develop Engagement Plan

Identify key stakeholder groups within the community and region who should be consulted and informed during the process. Develop a stakeholder engagement plan that includes a list of key informants to interview, intended audiences for community survey, and other people and organizations who should be invited to participate in and contribute to planning and activities.

#### Key Deliverables from Task 1:

- Stakeholder engagement plan
- KURA staff and Commissioners project goals and objectives
- Project management schedule and work plan

### Task 2: Project Research and Preliminary Findings (Oct-Dec)

#### Key Deliverables from Task 2:

#### 2A. Key Informant Interviews

Conduct approximately eight (8) key informant interviews with community group representatives, nearby neighbors, City of Ketchum and others as identified to understand the community interests, goals and potential issues related to site development. Share interviews summary.

#### 2B. Review and Summarize Existing Site Conditions Information

Compile and review existing conditions and site considerations materials such as zoning, plat and intended land uses, traffic count data, regulating plans, key community and KURA initiatives, parking revenues and parking plans/demand, housing plans/demand, GIS data and other relevant contextual documents. If KURA work session is in-person, conduct brief site visit. Generate site considerations map.

#### 2C. Coordinate Community Survey Questions and Analysis

Coordinate inclusion of survey questions into City of Ketchum community housing survey and record and analyze results. Alternatively, issue a short site-specific survey separate from City survey. Work with KURA staff and partners to widely publicize survey. Track demographic data, if desired, to compare survey results with community demographics.

#### Key Deliverables from Task 2:

- Site considerations summary map
- Community survey and key informant findings
- Preliminary findings memo/presentation

## 2D. Key Findings

Summarize the preliminary results and key findings of the research tasks. Create a report and a short, graphic explainer presentation that can be shared online or in meetings with stakeholders and the community.

## 2E. Share Findings with KURA Commissioners

Meet with KURA Staff/Project Team. Share findings with KURA Commissioners (via staff report or virtual work session) and coordinate publication in public forums such as KURA website and/or newsletter.

## Task 3: Conduct Additional Community Outreach (Dec-Feb)

### 3A. Facilitate Community Workshops

Design, prepare and facilitate up to two (2) community workshops (virtual and/or in-person, depending on health and safety conditions and preferences) to discuss potential uses and options for the site, and share contextual information with the general public and key stakeholders. Develop visuals and exercises that get at key questions and decision areas.

Document and summarize workshop results.

#### Key Deliverables from Task 3:

- Workshop materials and documentation

## Task 4: Summarize and Synthesize Community Preferences (Feb-Mar)

### 4A. Summarize and Share Findings

Create project boards identifying community goals, outreach process and preferred use(s)/scenario(s) for the site (based on public input and project parameters).

#### Key Deliverables from Task 4:

- Summary boards/final findings

### 4B. Share Final Findings with KURA Commissioners and Staff/Project Team

Final presentation to KURA Commissioners and publish in public forums such as KURA website and/or newsletter. Project close-down meeting with KURA Staff/Project Team and transfer all project materials digitally, in an organized manner.

## Our Team and Experience

### **Ellen Campfield Nelson, AICP, Principal and Project Manager**



Ellen is a dedicated project manager and nationally-certified planner with 15 years of strong multidisciplinary experience in planning, public outreach and project implementation. Based in Boise, Ellen specializes in projects that pull together a wide array of components and stakeholders, where creativity and communication are critical to project success. Many of her projects have been recognized by the state chapter of the American Planning Association and by Idaho Smart Growth, particularly for their engagement and outreach approaches. Ellen invests time in understanding the fine-grain details of Idaho's communities. She has provided Board and staff strategic planning and facilitation for the Idaho Commission on the Arts, Catholic Charities of Idaho, the Truckee-Donner Land Trust (CA) and Jesse Tree in Boise. For more than five years Ellen and her team have supported "Neighbors United," a regional refugee collaborative for the Idaho Office of Refugees and City of Boise Mayor's Office with outreach, communication, event planning and facilitation. In 2020 Ellen assisted Ada County in developing potential scenarios for the 260-acre Expo Idaho site, facilitating the Citizen Advisory Committee through a robust process she helped design. She has been able to support CCDC in the stakeholder engagement, visioning and placemaking reinvestment in both the Old Boise Blocks on Grove and the Linen District on Grove in downtown Boise. She is currently assisting the City of Idaho Falls and the Idaho National Labs create a concept master plan for an innovation district in southeast Idaho.

### **Aaron Mondada, Associate | Outreach and Engagement Specialist**



Aaron holds a Masters of Community and Regional Planning from Boise State University. Since joining Agnew::Beck in 2015, Aaron has led data collection and analysis projects as well as survey design, and community engagement initiatives. Aaron's recent work included data collection and analysis for the City of Boise's Our Path Home 5-Year Supportive Housing Plan, project coordination, engagement, and planning for the Central Bench, North End, and Sunset Neighborhood plans, and planning and zoning application review for the City of Ketchum. Aaron is currently helping Capitol City Development Corporation with their coordinated efforts to envision the future of the Linen Blocks on Grove Street and is an implementation coordinator for Neighbors United, Boise's refugee network. Aaron has presented on topics as varied as food systems, data for understanding recreation trends, and the rise of "pop-up" events in community planning.

### **Wyatt Schroeder, Senior Associate | Strategic Planner**



Wyatt is an experienced strategist, working to address key social issues like homelessness, housing affordability, equity, and education. From directing social service organizations to serving in the Boise Mayor's Office, he designs community-wide strategies that tackle socially conscious issues and embrace public-private partnerships. This has led Wyatt to taking a leadership role in establishing Idaho's most robust collaboration on homelessness, designing new Boise programming that addresses housing affordability, and serving on statewide and local nonprofit boards. True to his MBA background, he takes an analytical method in revealing the story behind our impact and exposing the underlying strategy that informs our next steps. Current projects include providing management and facilitation to the Ada County Campaign to End Homelessness, and creating a strategic development plan for supportive housing for Our Path Home.



### **Shanna Zuspan, Principal | Finance Specialist**



Shanna is a Principal and Co-Owner of Agnew::Beck Consulting with a background in financial and economic analysis, as well as community planning. Born and raised in McCarthy and Anchorage, Shanna is passionate about helping communities find solutions to the critical issues facing Alaska's future. Whether working with local governments, tribal entities, state agencies, or the private sector, Shanna provides objective facts and analytical tools to help organizations find common solutions to critical issues. She is skilled at translating complex technical data so that it is understandable and transparent. Since joining Agnew::Beck in 2010, Shanna has led several housing needs assessments and has led several projects examining multi-family housing feasibility pro forma analysis to inform public private partnership and economic development incentives. Shanna currently provides financial feasibility and redevelopment technical assistance to the Anchorage Community Development Authority and is the project manager to Cook Inlet Housing Authority and their subsidiary Cook Inlet Lending Center on grant writing, strategic initiatives, and business planning.

### **Michelle Humphrey, Senior Associate | Research Analyst**



Michelle Humphrey brings a creative and analytical approach to economic development to make a positive impact in communities across Alaska. Born and raised in Anchorage, Michelle is passionate about helping communities develop solutions that address the unique and critical issues they face. With a diverse background, she takes a holistic approach to problem solving, focusing both on rigorous analysis and effective communication to produce tangible results. After earning a business degree from Northern Arizona University and getting some job experience under her belt, she went back to school to get a master's degree in supply chain management from the University of Anchorage Alaska and continues to expand her tool set, recently earning a certificate in project management from Georgetown University.



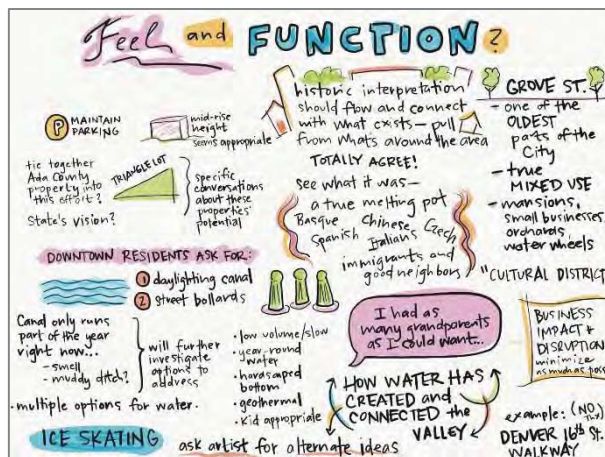
## Select Stakeholder Engagement and Land Use Planning Experience

### Old Boise Blocks on Grove Street Placemaking and Redevelopment Strategy



**Capital City Development Corporation | 2019-2021** | The Old Boise Blocks on Grove Street, between 3rd and 6th Streets downtown, are ready for catalytic transformation. CCDC has more than \$10M in capital improvement project funding dedicated to investments in this area. With the assistance of Agnew::Beck, CCDC is in the middle of an inclusive community-driven visioning process to develop a placemaking strategy for the Old Boise Blocks on Grove that will further energize and activate one of Boise's original neighborhoods. The placemaking and redevelopment strategy featured a broad

public engagement and a 43-member Visioning Workgroup who met regularly throughout the summer of 2020 to discuss the vision and desired function in the project area. The Visioning Workgroup brought together a wide range of stakeholders including developers, private landowners, residents, agency representatives, businesses, and members of Idaho's Basque community. Alongside the visioning workgroup, Agnew::Beck designed and implemented two public surveys to collect additional information regarding the values and vision for the project area, receiving over 600 responses in total. The final Placemaking and Redevelopment Strategy report was finalized in November 2020. Agnew::Beck has continued to support the implementation of the Old Boise Blocks on Grove Street Vision through additional stakeholder engagement efforts during phase 2 of the streetscape design process. Final Streetscape designs are undergoing final agency review and should be approved later this year.



### Linen Blocks on Grove Street Placemaking and Redevelopment Strategy

**Capital City Development Corporation | 2020-2021** | The Linen Blocks on Grove Street (9th through 16th Street) are home to an eclectic mix of shops, eateries, industries, and activities. The area has thrived under lower rents, proximity to downtown and nearby neighborhoods, and the endemic entrepreneurial and creative investments of its inhabitants. CCDC hired Agnew::Beck to conduct a placemaking and reinvestment strategy that creates a collaborative vision for the area, including specific design

recommendations and investment actions aimed at protecting and preserving important features and characters while transforming aspects of the area where catalytic change is needed. The Linen Blocks on Grove Street Reinvestment Strategy Visioning process featured innovative and extensive outreach that engaged area stakeholders including local businesses, area residents, arts and cultural institutions, and property owners. Through 17 interviews, three visioning workgroup meetings, two public surveys, and a business specific survey, the process reached and included input from nearly 500 stakeholders and interested residents. This broad engagement process was critical in developing a widely supported vision and set of design principles that shaped the recommendations for direct capital investment, reinvestment, and future development. Despite limitations due to the COVID-19 pandemic, engaging and interactive tools allowed collaboration and consensus to continue, resulting in a plan that is supported by those involved. Notable highlights from the process included live polling exercises, visual preference surveys, and virtual breakout rooms that allowed workgroup participants to delve deeply into substantive issues facing Grove Street. The project has entered the design phase and final plans should be ready in 2022.



### ***CCDC Outreach and Communications Guide and Toolkit***

**Capital City Development Corporation | 2019-2020** | In 2019, CCDC hired Agnew::Beck to do an in-depth analysis of their existing communications and marketing tools. Through this process Agnew::Beck created an outreach and communications guide that details out the process for coordination and related stakeholder engagement activities that can be widely used by CCDC's team members. The guide also provides an in-depth communications strategy that maximizes outreach and communications to all stakeholders, including the general public and contains draft materials that CCDC can adapt to meet the needs of their projects and processes. The outreach and communications guide was finalized in 2020 and has been used to help direct outreach and engagement efforts for a variety of public facing processes.

### ***Idaho Falls Comprehensive Plan – Public Involvement Plan***

**City of Idaho Falls | 2020-2021** | In 2021, the City of Idaho Falls initiated the process to update their Comprehensive Plan. Prior to launching this effort, the City reach out to Agnew::Beck to evaluate the City's stakeholder engagement processes and create an in-depth public engagement plan to help capture a wide spread of community and stakeholder voices throughout the process. The plan features an in-depth analysis of community stakeholders, an outreach and engagement schedule and process recommendations that can be adapted to various events and communications.

### ***Idaho Falls – Northgate Mile Market Study***

**City of Idaho Falls | 2020** | In collaboration with Stantec and the City of Idaho Falls, Agnew::Beck helped created an Brownfields Area Wide Plan and subsequent market study for the South Northgate Highway Corridor and the 1st Street Corridor. These corridors are ripe for redevelopment and represented an area for City investment that would benefit a diverse group of Idaho Falls residents. Our team analyzed population, housing, and economic trends to inform a market study for a Brownfields Area Wide Plan. A::B then translated job and housing forecasts into an estimate for land need apportioned to relevant land use



categories in the planning area. Key stakeholder interviews, community meetings and a site visit to Idaho Falls informed the market trends and capture rates.



### ***Idaho Falls – Downtown Development Facilitations***

**City of Idaho Falls | 2015 |** In 2015, the City of Idaho Falls approached Agnew::Beck to help facilitate a series of focus groups aimed at generating public input on the type of developments they would like to see brought to the downtown core. This input would then be directly used to help inform an RFP process to develop two prime downtown parcels, the Bonneville lot, and the Kelsch lot. These two parcels hold both prominent locations and have historical context, which makes them the prime target for meaningful redevelopment with an

eye on creating anchor institutions to further improve the downtown area. Based upon these needs, Agnew::Beck facilitated four focus groups each targeting a different sector of downtown stakeholders to receive a broad range of input. Audience response polling was conducted at each focus group, and at a monthly rotary club meeting. This data was used to inform the final summary report of desires of residents, business owners, non-profit directors, and major employers.

### ***Boise Downtown Parks and Public Spaces Stakeholder Engagement Process - 2015***

**City of Boise | 2015 |** Agnew::Beck led a stakeholder focus group process for the Downtown Parks and Public Spaces Plan to identify the needs and desires of a broad range of downtown users, including residents, small businesses, land owners, developers, architects, and local non-profit arts and cultural institutions. These focus groups explored facets of stakeholder perspectives and interests in the types of spaces needed downtown, and the location of “hot spot” areas prioritized for improvement. Agnew::Beck went on to work with City of Boise planners to develop the executive summary, which includes clear recommendations on downtown’s specific and unique public space needs, and which, in turn, will help direct funding from Boise Parks and Recreation, the Capital City Development Corporation (CCDC), and private investment.



### ***City of Boise Continuum of Care Action Plan***

**City of Boise | 2017 |** The Boise City Ada County Continuum of Care (CoC) Executive Committee was asked by a local funders forum to clearly state their highest priority projects. Agnew::Beck facilitated two meetings with the CoC to map the existing system and its gaps, identify interventions that would address them, establish criteria for prioritization and put forward a concise action plan. A::B presented the action plan to the funding group, which led to funding a majority of the CoC's priorities, including an innovative “barrier removal” fund that allows local nonprofit to pay for low-level one-time costs such as security deposits, utility bills in arrears or application fees that routinely prevent people from achieving stable housing.

### ***City Go Downtown Mobility Collaboration – 2019-present***

**Valley Regional Transit | 2019-2021** | City Go, an initiative of Valley Regional Transit, is aimed at providing all-inclusive mobility services for businesses and individuals in downtown Boise. Agnew::Beck was hired in 2019 to help establish stronger partnerships through a series of strategic work sessions with an MOU partners group, which consisted of the City of Boise, Ada County Highway District, Capital City Development Corporation, Boise State University and Valley Regional Transit. Through these work sessions, Agnew::Beck assisted in creating subcommittees and charters to expand City Go's impact and developed a strategic framework for the partnership based on research into successful Transportation Demand Management models, nationally. Additionally, Agnew::Beck helped develop a budget process and refreshed the partners MOU that will govern the agency and partnership into the future. City Go weathered change brought about by COVID-19 in 2020, emerging with strong new private-sector support; A::B continues to provide facilitation services to the expanded Steering Committee and City Go's new outreach collaboration "City Go Engage."

### ***Blue Lake Rancheria Resilience Business Incubator Feasibility Study***

**Blue Lake Tribe | 2017-2018** | Agnew::Beck supported the Blue Lake Tribe of Northern California in its aim to develop a business incubator which would encourage entrepreneurs to explore business ideas promoting environmental and economic resilience. Agnew::Beck assessed the entrepreneurial ecosystem, leadership capacity and organizational readiness as well as a market assessment of demand for such a space in Humboldt County. In-depth interviews with business incubators and accelerators nationwide provided a representative sampling of similar successful programs and develop a program model, determine space needs for construction, develop a financial sustainability plan and design performance measurables for the business incubator. The Blue Lake Rancheria Resilience Business Incubator Feasibility Study facilitated an Economic Development Administration (EDA) Economic Adjustment Assistance proposal submission to construct a regional Resilience Innovation Center at Blue Lake Rancheria, which ultimately received \$7M in funding.

### ***Neighbors United Implementation Coordination***

#### **Idaho Office for Refugees | 2014-Present**

| Since 2014, Agnew::Beck has served as the Neighbors United Implementation Coordinator. Our team has been facilitating meetings and managing the network's seven subcommittees to promote collaboration, accountability, and track progress for the Neighbors United Network, a nationally-recognized initiative to help refugees successfully integrate and thrive in Boise. The network is made up of more than 100 organizations and has helped promote successful programming in Boise. Agnew::Beck developed the 2019 Neighbors United Community Plan and is continuing to drive partner agencies to implement the vision, goals and strategies of the broader Neighbors United network.



### ***Select Additional Stakeholder Engagement and Capacity Building Experience***

- 2021-current – City of Weiser Comprehensive Plan
- 2017-2021 – City of Boise Neighborhood Plans
- 2018 – City of Kuna Comprehensive Plan
- 2018 – Shoshone-Bannock Comprehensive Economic Development Strategy

## Work Samples

Our team has included the following work samples as attachments to this proposal:

- Old Boise Blocks on Grove Street Vision and Redevelopment Strategy
- Idaho Falls Public Involvement Plan
- Idaho Falls Northgate Mile Market Study

# Proposed Pricing

Our estimated fee for the described work is below.

| Ketchum Urban Renewal Agency<br>Site Specific Outreach and Engagement<br><i>Submitted by Agnew::Beck   September 13, 2021</i>  | Principal |           | Data Analyst and Project Support |           | Total     |
|--|-----------|-----------|----------------------------------|-----------|-----------|
| Timeframe: October 2021 to March 2022  | hours     | rate      | hours                            | rate      |           |
|  |           | \$170     |                                  | \$100     |           |
| Task 1: Project Initiation (Oct)   | 14        | \$2,380   | 16                               | \$1,600   | \$3,980   |
| 1A. Project Team Kick-Off  | 4         | \$680     | 6                                | \$600     |           |
| 1.B Virtual Work Session with KURA Commissioners   | 8         | \$1,360   | 4                                | \$400     |           |
| 1C. Conduct Stakeholder Analysis and Develop Engagement Plan   | 2         | \$340     | 6                                | \$600     |           |
| Deliverables from Task 1: Stakeholder engagement plan; summary of KURA staff and Commissioners project goals and objectives; project management schedule and work plan |           |           |                                  |           |           |
| Task 2: Project Research and Preliminary Findings (Oct-Dec)  | 32        | \$5,440   | 50                               | \$5,000   | \$10,440  |
| 2A. Key Informant Interviews   | 8         | \$1,360   | 12                               | \$1,200   |           |
| 2B. Review and Summarize Existing Site Conditions Information  | 6         | \$1,020   | 12                               | \$1,200   |           |
| 2C. Coordinate Community Survey Questions and Analysis   | 4         | \$680     | 12                               | \$1,200   |           |
| 2D. Key Findings   | 8         | \$1,360   | 8                                | \$800     |           |
| 2E. Share Preliminary Findings with KURA Commissioners and Staff/Project Team  | 6         | \$1,020   | 6                                | \$600     |           |
| Deliverables from Task 2: Site considerations summary map; community survey and key informant findings; preliminary findings memo/presentation                         |           |           |                                  |           |           |
| Task 3: Conduct Additional Community Outreach (Dec-Feb)  | 30        | \$5,100   | 36                               | \$3,600   | \$8,700   |
| 3A. Facilitate Community Workshops   | 30        | \$5,100   | 36                               | \$3,600   |           |
| Deliverables from Task 3: Workshop materials and documentation   |           |           |                                  |           |           |
| Task 4: Summarize and Synthesize Community Preferences (Feb-Mar)   | 14        | \$2,380   | 18                               | \$1,800   | \$4,180   |
| 4A. Summarize and Share Findings   | 8         | \$1,360   | 12                               | \$1,200   |           |
| 4B. Share Final Findings with KURA Commissioners and Staff/Project Team  | 6         | \$1,020   | 6                                | \$600     |           |
| Deliverables from Task 4: Summary boards/final findings  |           |           |                                  |           |           |
| Expenses *   |           |           |                                  |           | \$1,750   |
| TOTAL  | 90        | \$ 15,300 | 120                              | \$ 12,000 | \$ 29,050 |

## EXCLUSIONS + TERMS

\* Expense line includes Travel and Non-Travel Expenses. Travel Expenses estimate assumes up two (2) in-person visits by 1 or 2 people per visit. Visits are assumed to be 2 days/1 night. Costs include lodging, mileage and per diem, using current federal mileage and per diem rates. Other meetings will be held virtually. A::B strictly adheres to current CDC and local health authority health and safety guidance when planning for and participating in in-person meetings/events/gatherings. Non-Travel Expenses covers costs for use of equipment and services required in the normal performance of the contract. Costs for printing, mailing or otherwise distributing materials, or for paid advertising are not included in this budget and would be paid for directly by client, as needed.

Rights to final versions of all materials are transferred to the client upon conclusion of the project. A::B reserves the right to use any and all project materials for educational and marketing purposes. A::B reserves the rights to any draft or conceptual materials developed in the course of the project, or other materials specified in the terms of the contract.

A::B reserves the right to move budget between tasks, staff and subcontractors so long as costs do not exceed the total budget.

This estimate is good for 90 days from the date of the estimate.



# Idaho Falls Market Study

Prepared for the City of Idaho Falls under contract to Stantec

By Agnew::Beck Consulting

06.02.20





Engage  
Plan  
Implement



Prepared by Agnew::Beck Consulting, Inc.  
[www.agnewbeck.com](http://www.agnewbeck.com)

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# I. Executive Summary

## Report Purpose + Methods

The City of Idaho Falls received an EPA Brownfields Community-Wide Assessment (CWA) grant to inventory and assess brownfield sites throughout the city. The EPA allows area-wide planning (AWP) as an eligible activity under the grant to create a vision and action plan to address brownfield conditions within an area. Using the EPA CWA grant, the City of Idaho Falls embarked on an AWP initiative to support redevelopment efforts in the area wide planning zone, called the focus area throughout this report. The focus area refers to an area in Northern Idaho Falls along the Northgate Mile and 1st Street corridor of just over 250 acres or 0.4 square miles. Figure 1 shows a map of the focus area, which is split into focus area A, the 1st Street Corridor and focus area B, the South Northgate Highway Corridor. Focus area A is a mix of commercial with some residential and area B is a mix of highway commercial, residential, and light manufacturing. Throughout this report the term focus area refers to both area A and area B, unless otherwise defined.

As part of this effort, the primary consultant Stantec, hired Agnew::Beck Consulting to conduct a market study of the focus area to inform the area-wide planning process. The purpose of this report is to share the findings related to trends in population, housing, employment and the real estate market. Additionally, Agnew::Beck translated projected population and job growth into demand for residential, commercial and industrial land uses within the focus area. Data is from numerous sources including: The City of Idaho Falls, the Bonneville Metropolitan Planning Organization, The Idaho Department of Labor, the American Community Survey and the Department of Housing and Urban Development.

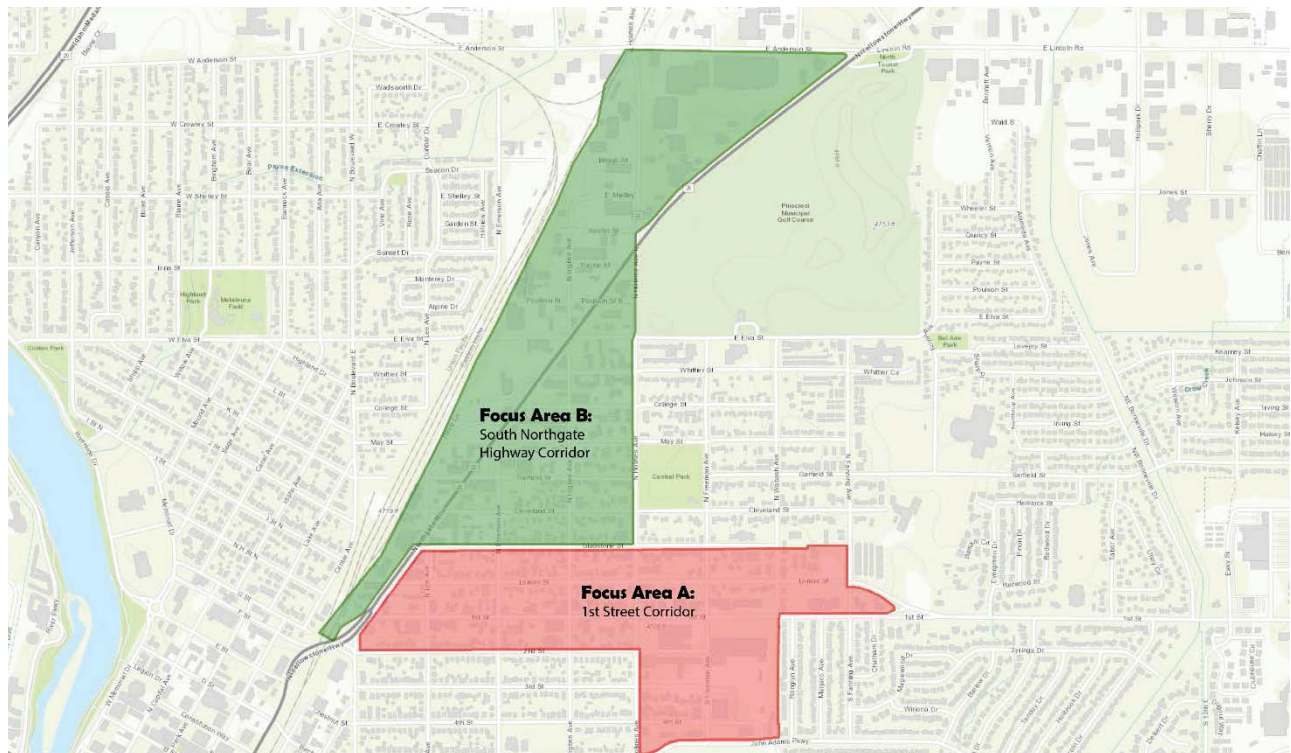
## Geography

There are several types of geography that are utilized to share out demographic, housing and economic data in this report.

- **State level-** State of Idaho for comparison purposes
- **City level-** City of Idaho Falls for comparison purposes
- **Census Tract 9707-** The boundary of 9707 encompasses the focus area and some data is shared at this level to reflect trends in the focus area.
- **Block Groups 1 and 2-** Some Census data is shared at the block group level, which also closely aligns with the focus area.
- **Traffic Analysis Zone-** The Bonneville County Metropolitan Planning Organization, which is the regional transportation planning agency collects and forecasts housing and employment data at smaller geographies to plan for future transportation upgrades. TAZ boundaries that align closely, but not exactly, with the focus area are used to estimate housing and employment data within the focus area.

## Focus Areas

Figure I: Area Wide Planning Focus Areas



## Key Findings: Population + Employment

Key population, housing and employment trends are listed below. Please note that all data and forecasting pre-dates the COVID-19 pandemic and do not reflect economic impacts from COVID-19.

- Slow population growth is expected in the focus area.** With an estimated current population of approximately 2,400 people, the population in the focus area is expected to grow around 3 percent over the next 20 years, adding a little less than 4 new residents annually or 0.14 percent per year.<sup>1</sup> Comparably, the city of Idaho Falls is expected to grow by 17 percent by 2040, adding around 11,000 new residents to the City.<sup>2</sup> Through proactive planning and new redevelopment projects, the focus area could absorb some of the City's population growth. Since the focus area is largely built out with a future focus on redevelopment, a slower population forecast is expected. The redevelopment of existing properties into new housing and commercial opportunities will likely increase the demand for housing in future years. It is also important to note that the focus area population forecast is based on the traffic analysis zone data published by the Bonneville Metropolitan Planning

<sup>1</sup> Bonneville Metropolitan Planning Organization, demographic estimates and projections by Traffic Analysis Zone (TAZ).

<sup>2</sup> U.S. Census Bureau, American Community Survey (ACS) 2014-2018 5-year estimates



Organization and the City of Idaho Falls population forecast was generated using historical trends reflected in Census data.

- **Close to 200 housing units may be needed in the focus area over the next 20 years.** Figure 8 in Chapter 2 shares a housing needs forecast; it is based on expected slow growth from new population (~32 units) as well as redevelopment of some of the housing stock (housing without indoor plumbing and mobile home units) into newer housing products (~160). Figure 24 in Chapter 4 shares the expected shift in housing types from single-family to more multi-family housing within the focus area.
- **Considerable job growth is expected.** It is estimated that around 1,000 new jobs will be created in the focus area by 2040, or roughly a 1.5 percent annual increase in the total number of jobs. Job growth for the City of Idaho Falls has averaged around 3.6 percent annually over the past five years and continued growth is expected. The focus area employment forecast is based on the traffic analysis zone data published by the Bonneville Metropolitan Planning Organization; other published sources for employment data are at the regional level through 2026.
- **Job growth could spur demand for 200,000 square feet of commercial space in the focus area.** Figure 21 in Chapter 4 shares the calculations to translate forecasted jobs into building space and land demand. Using industry standards for types of facility spaces and employment densities, it is expected that approximately 200,000 square feet of commercial space will be in demand over the next twenty years; this includes office, industrial/flex, retail, accommodation/food service and institutional.
- **Smaller household sizes and fewer households with children and elderly.** The focus area has an average household size of 2.29 individuals per household, which is roughly 15 percent lower than the citywide average of 2.65. Additionally, as a percentage of total households, the focus area has fewer households with children or individuals over the age of 60 when compared to city and county data. The majority of households in the focus area consist of one or two adults of working age.
- **Household income is lower.** The median household income for the focus area is approximately 75 percent of the median income of the City of Idaho Falls and 66 percent of Bonneville County.
- **Data indicates a tight rental market.** Based on data for Census Tract 9707 (the closest available representation of the data in the focus area) it appears that the rental vacancy rate in the focus area (3.9 percent) is significantly lower than the city-wide average of 7.5 percent, indicating a tight rental market. The homeowner vacancy rate on the other hand is much higher in the focus area at 7.6 percent, over three times that of Idaho Falls' average vacancy rate. A healthy vacancy rate for the housing market is around 5 percent.
- **Very little new construction occurred in the focus area.** Between 2009-2019 there were three total new construction projects in the focus area, one small commercial operation in 2016 and two new residential units in 2019. During the same time period, there were 349 permitted and approved improvement and renovation projects in the focus area, which includes roofing projects, mechanical, electrical, and plumbing updates as well as home additions and remodels, fencing and sign installations. This suggests that people are reinvesting in existing structures and adaptive reuse is occurring within the focus area.

Figure 2: Focus Areas, Census Tract and Traffic Analysis Zone Map

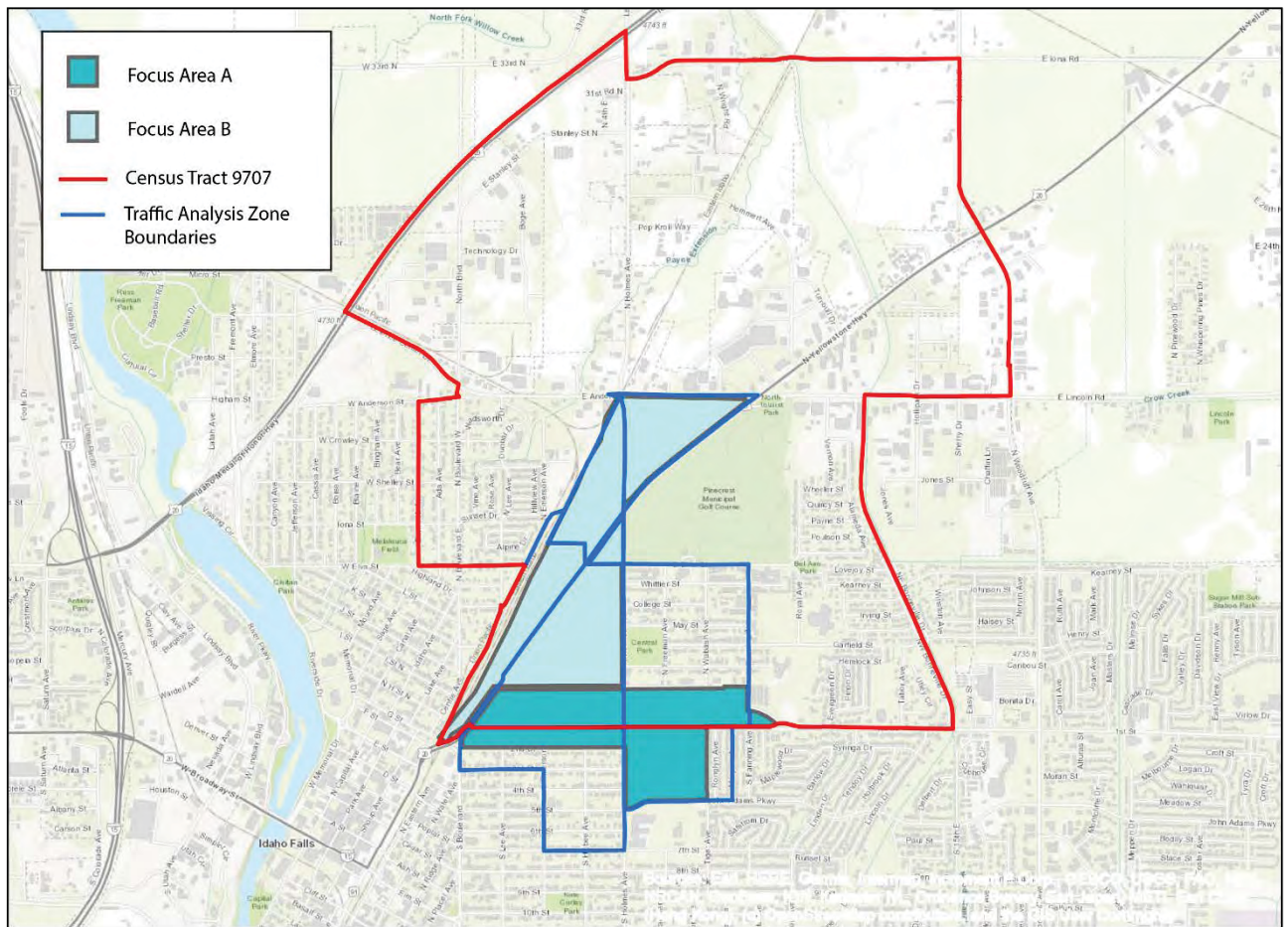


Figure 2: Population and Employment Characteristics

| Population and Employment Characteristics        | AWP Focus Area | Census Tract 9707 | Idaho Falls                                   | Bonneville County | Idaho     |
|--|----------------|-------------------|---|-------------------|-----------|
| Total Population (2018)                          | 2,372          | 5,821             | 60,147  | 112,397           | 1,687,809 |
| Population Forecast (2040)                       | 2,445          | n/a               | 71,743  | 143,005           | n/a       |
| Average annual population growth rate since 2010 | 0.03%          | 0.58%             | 0.98%   | 1.44%             | 1.26%     |
| Average annual population increase since 2010    | 6              | 264               | 4,494   | 12,184            | 161,012   |
| Average Household Size                           | 2.29           | 2.65              | 2.65  | 2.84              | 2.68      |
| Median Household Income                          | \$37,871       | \$38,170          | \$50,482                                      | \$56,609          | \$53,089  |
| % of Households with Children                    | 27.48%         | 31.20%            | 35.90%  | 38.80%            | 32.50%    |
| % of Households with 60+                         | 22.7%          | 26.8%             | 35.5%   | 35.9%             | 32.5%     |
| Unemployment Rate                                |                | 6.8%              | 4.30%   | 3.80%             | 4.70%     |
| Estimated Jobs (2019)*                           | 3,185          |                   | 26,612  | 56,270            | 768,701   |
| Historical Annual Job Growth Rate*               | 1.51%          |                   | 3.55%   | 2.35%             | 1.33%     |
| Projected Jobs (2040)                            | 4,197          | n/a               | Only Region 6 forecasts to 2026 are published |                   |           |

Source: 2014 – 2018 American Community Survey 5-Year Estimates; Bonneville Metropolitan Planning Organization; Idaho Department of Labor

Notes: \* Estimated using Bonneville Metropolitan Planning Organizations TAZ level estimates; ACS and Idaho Department of Labor QCEW. Maps of these geographies can be found in Appendix A of this report.

Figure 3: Housing Characteristics: Focus Area, Census Tract, City, and County

| Housing Characteristic                                      | Focus Area    | Focus Area (%) | Census Tract 9707 | Idaho Falls | Bonneville County |
|---|---------------|----------------|-------------------|-------------|-------------------|
| Total Housing Units   | 1,173         |                | 2,117             | 22,197      | 39,000            |
| Owner Occupied Housing Units                                | 535 units     | 46%            | 50%               | 64%         | 70%               |
| Renter Occupied Housing Units                               | 638 units     | 54%            | 50%               | 36%         | 30%               |
| Homeowner Vacancy Rate                                      | -             |                | 7.6               | 2.3         | 1.8               |
| Rental Vacancy Rate   | -             |                | 3.9               | 7.5         | 6.2               |
| Overcrowded or Severely Overcrowded Households <sup>3</sup> | 31 households | 3%             | 3%                | 2%          | 3%                |
| Housing Units Built Before 1950                             | 370 units     | 27%            | 3%                | 14%         | 12%               |

Source: 2014 – 2018 American Community Survey 5-Year Estimates.

<sup>3</sup> More than one occupant per room. A “room” includes bedrooms, kitchens and living rooms, but not bathrooms, hallways or unfinished basements. For example, a two-bedroom apartment with a living room and a kitchen would be considered overcrowded if there were five or more people living in the apartment. The same apartment would be considered severely overcrowded if six people were living in the apartment. The vacancy rate only includes that are available for rent or for sale and is a good indicator of housing availability.

## Key Findings: Development Forecast + Available Land

The team developed and compiled population, employment, and housing forecasts to model the demand for residential and commercial land in the focus area. Those development forecasts were then compared to an analysis of vacant land that currently exists within the focus area to determine whether there is adequate vacant land and properties to accommodate projected demand. For purposes of this study, vacant land is defined as sites that do not have a tenant/occupant and/or do not have any habitable structures.

- **Overall, there is a vacant land shortage of 18.8 acres in the focus area.** The focus area has a total of 40.0 acres of vacant land, which is not adequate to meet the combined commercial and residential demand of 58.8 acres over the next 20 years. This indicates that demand will either move elsewhere or additional redevelopment will be needed to more intensively utilize existing properties.
- **Commercial development faces a shortage of vacant land in the focus area.** When looking at land that currently allows commercial and industrial activities, there will likely be a shortage of 3.2 acres of vacant land in the focus area to accommodate future employment growth. This includes vacant land that is currently zoned to allow residential, as well as commercial uses. This means that the commercial development would likely be competing with residential demand for those same parcels.
- **Adequate vacant land exists to accommodate residential development in the focus area.** There is just under 29 acres of vacant land that could accommodate some form of residential development within the focus area. This would meet the forecasted need for 17.5 acres of residential development. This includes vacant lands with a zoning designation that allows for residential, as well as commercial uses, which means that residential development would likely be competing with commercial demand for those same parcels. Based on housing preferences identified at community meetings, changing demographics and the likelihood that redeveloping properties will yield higher densities, this forecast assumes that the majority of new residential development will come in the form of multi-family projects.
- **Opportunity sites offer 18.5 acres of vacant land supply that could accommodate 25 percent of the demand.** Stantec identified 18 opportunity sites within the focus area, totaling 18.5 acres, that are vacant and have a low Improvement to Land Value Ratio (ILVR). The ILVR is calculated based on property tax records and is a metric commonly used to identify parcels that are under-utilized from a development perspective.
- **Redevelopment and adaptive reuse projects are key strategies to accommodate future residential and commercial demand in the focus area.** There are several underutilized properties that can be redeveloped or adaptively reused and there is desire to rediscover and connect to the history of this area through the revitalization of existing buildings

The findings described above make a strict comparison between acreage that is in demand and acreage that is available as vacant land supply. However, it is important to note the following caveats to these estimates.

- The vacant land estimates are duplicated between residential and commercial because many of the zoning districts allow both activities. For example, if residential development outpaces commercial development and “uses-up” the majority of vacant land, there would be less commercially zoned vacant land available to meet demand. Similarly, if commercial development quickly absorbs much of the vacant land supply, there will be less land available for residential development. Overall, there is a shortage of vacant land when compared to overall demand for land in the focus area.
- Not all parcel sizes and shapes will be conducive to development depending on the size of the project being considered. Land assembly may be needed to ensure adequate parcel size.



- Not all vacant parcels are easily developed. For example, vacant parcels with existing unoccupied buildings limit development potential and/or impose higher development costs on redeveloping properties.

Figure 4: Commercial and Residential Land Supply and Demand in Focus Area (Acres)

|  | Total Land Area | Undeveloped Land (no structures) | Unoccupied Land (no tenant on property) | Subtotal Vacant Land Supply | Projected Demand | Potential Land Shortage or Surplus in Focus Area |
|--|-----------------|----------------------------------|---|-----------------------------|------------------|--|
|  | a               | b                                | c                                       | d=b+c                       | e                | f=e-d  |
| <b>Allows Residential [1]</b><br><small>Some duplication with Commercial</small> | 177.7           | 18.8                             | 9.9                                     | 28.7                        | 17.5             | 11.2   |
| <b>Allows Commercial [2]</b><br><small>Some duplication with Residential</small> | 198.3           | 24.8                             | 13.3                                    | 38.1                        | 41.3             | (3.2)  |
| <b>Public Lands [3]</b>  | 0.6             | 0.6                              | 0.00                                    | 0.6                         | 0                | 0.6  |
| <b>Total Unduplicated Acres [4]</b>  | <b>202.9</b>    | <b>26.7</b>                      | <b>13.3</b>                             | <b>40.0</b>                 | <b>58.8</b>      | <b>(18.8)</b>                                    |

Source: Stantec Field Observations

[1] Includes the following zoning districts: Central Commercial, Highway and General Commercial, Limited Commercial, Multiple Dwelling Residential, Residential Mixed Use, Traditional Neighborhood.

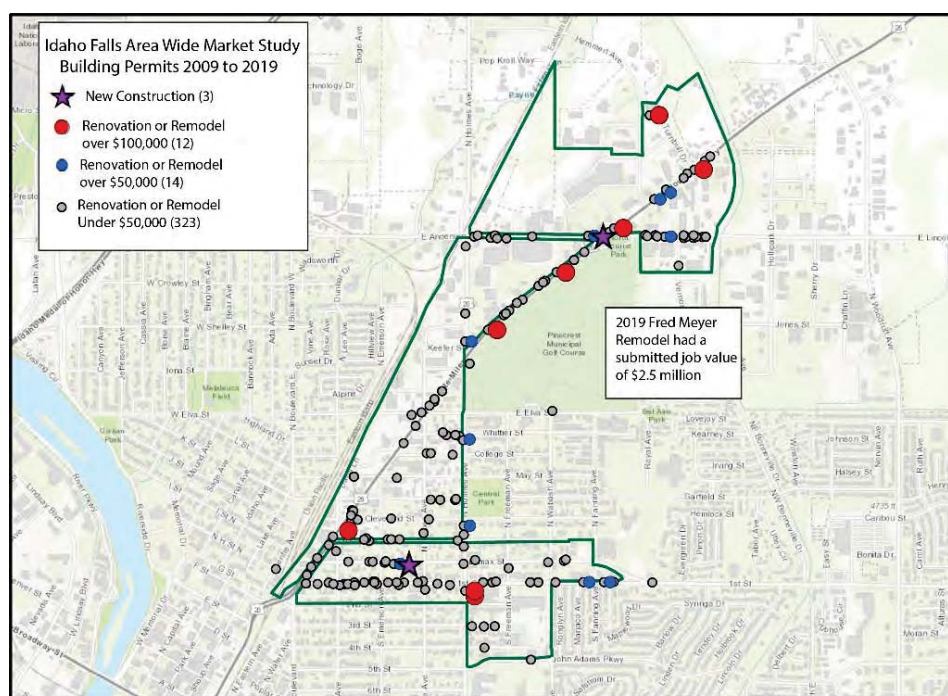
[2] Includes the following zoning districts: Central Commercial, Highway and General Commercial, Industrial and Manufacturing, Limited Commercial, Residential Mixed Use, Traditional Neighborhood.

[3] Includes the following zoning districts: Parks and Open Space

[4] Rows add to more than the total because acreage can be used for both residential and commercial uses

## Key Findings: Interview Themes

During the week of March 2, 2020, the City of Idaho Falls and their consultants Stantec and Agnew::Beck facilitated a multi-part public engagement effort for the Northgate/1<sup>st</sup> Street area-wide planning initiative. The project team collected public and stakeholder input related to the community's vision, desired improvements, future developments, and ideas for activating vibrancy in the focus area. The public engagement effort included a listening session with City staff, stakeholder round table interviews, a discovery walking tour and a community workshop that included a presentation and interactive public engagement stations for the general community to provide feedback, comments and recommendations. The team engaged



\*Renovations and Remodels includes all permitted construction (residential and commercial) that was not considered new construction and includes electrical, plumbing, sign installations, heating and cooling, roofing projects, and home/commercial additions.



elected officials, economic development partners, property owners, real estate brokers, community groups, residents, and the planning commission during this effort.

Some of the key findings from the conversations with key stakeholders are as follows:

**More Housing.** There is a need to add housing to the Northgate and 1<sup>st</sup> Street Corridors. Specifically, the need for more affordable housing and more housing choices in and around the focus area was identified by multiple stakeholder groups. Housing strategies that focus on increased density to achieve affordability and quality well-designed housing to increase the area’s curb appeal were identified as potential solutions. Future housing is essential for local businesses to be successful, especially along 1<sup>st</sup> Street. Community stakeholders emphasized the need for a variety of housing types, including multi-unit, single family, and mixed-use development.

**More redevelopment and reuse of older, existing properties.**

There are several underutilized properties that can be redeveloped or adaptively reused for new community-serving purposes. There is desire to rediscover and connect to the history of this area through the revitalization of existing buildings. Protecting the neighborhoods character is important to the community. There is a need to create flexibility in zoning regulations to support new businesses and adaptive reuse projects (e.g., the buffering standards require a 7-ft wide landscape buffer which occupies a large portion of sites).

**Business growth.** There is an opportunity to develop and grow the 1<sup>st</sup> Street business corridor and support small scale industrial and manufacturing enterprises in the focus area, especially along the railroad. Business turnover has been an issue in recent years and there is a need to find viable tenants and create “business clusters” that would entice other investors and start-ups. Stakeholders identified a need to engage local businesses about future planning and capital improvement projects and an opportunity to provide incentives for local and minority owned businesses.

There is a need to rediscover and celebrate the history of this area. Identify ways to build excitement and strengthen the connection to the past and this place.

- Stakeholder interview

## Recommendations for Funding & Implementation

In order to redevelop in the focus area a combination of public improvements and private development are necessary. Redevelopment is challenging in that it typically includes higher costs, such as environmental cleanup, building demolition, utility relocation and parcel assembly. Public capital improvement projects such as road and utility improvements, would support private development projects; whereas, the City will need to identify funds to perform these investments.

Overcoming these challenges requires the use of redevelopment tools and new financing sources. This section summarizes a funding strategy for implementing the recommendations in the Idaho Falls Northgate/1<sup>st</sup> Street Area-wide Planning Study. We recommend that the primary funding approach include tax increment financing (called revenue allocation funding in Idaho) through the implementation of a phased urban renewal district in combination with raising capital through federal and state grants, as well as foundations. We also recommend that private businesses and property owners in collaboration with the City consider the implementation of a business improvement district (BID) to support improved cleanliness, safety and space activation in the key commercial nodes. Other tools are also described in this section. In thinking through this approach, there are two ways to categorize the strategies that require funding:

1. **Public-private partnerships** in which some public resources or funding are used to aid private investors in launching a project within the identified opportunity sites and other privately-owned parcels within the planning area (e.g., supporting off-site public infrastructure such as roadway improvements, streetscape enhancements, and utility extensions). If an urban renewal district is formed, private development projects in the focus area will increase increment tax revenue by which the City can fund projects. Alternatively, tax increment financing from the private projects can be used to support public projects that improve the overall feasibility of the private project. For privately owned parcels, incentives and financial partnerships may be necessary. Further analysis through project *pro formas* and example projects are necessary to understand whether new redevelopment projects “pencil” or whether there are gaps that limit financial feasibility.
2. **Public improvements** are themselves investments, but also are intended to catalyze redevelopment and attract activity to an area. Public improvements can come in the form of capital projects, and programming. Options for funding public improvements and developing public/private parcels are summarized in the memo; next steps are identified.

## Funding & Implementing Public-Private Partnerships

### **Form a Phased Urban Renewal District<sup>4</sup>**

Urban renewal and revenue allocation financing is the main tool available to cities and counties in Idaho to assist with redevelopment within deteriorating areas. With minor exceptions, tax abatement is not an allowed incentive in Idaho. Instead urban renewal and revenue allocation financing is a common approach that is used. Enabled through Title 50, Chapter 20 (Idaho Urban Renewal Law) and Title 50, Chapter 29 (Idaho Local Economic Development Act), urban renewal and revenue allocation financing allows for the following:

**Revenue dedicated for redevelopment purposes.** In an urban renewal district, a portion of the property taxes collected within an urban renewal district are allocated to public improvement projects in the district boundaries. The amount is the property tax revenue that is derived from the incremental increase in assessed value between the base year the urban renewal district is formed, and the current year assessed value. Property taxes collected on the base year assessed value continue to flow to all applicable taxing entities. Many states call this tax increment financing and in Idaho the term is revenue allocation financing within a revenue allocation area (RAA), but the formula is similar. The revenue collected through urban renewal can be spent on projects that are consistent with the urban renewal plan and can include public infrastructure, such as streets, utilities, parks, parking, and public facilities. Revenue allocation funds can also be used to acquire and sell property and improve and prepare sites for development, including environmental cleanup.

**Bring additional redevelopment tools.** An urban renewal agency has a set of tools to help with the implementation of redevelopment projects within an urban renewal district. Examples include purchasing and assembling land, providing land write-downs, preparing the site for development and making it available for redevelopment through a developer reimbursement agreement (DRA) or other contractual process to ensure the project builds out consistent with locally adopted plans. Urban renewal agencies can enter into owner participation agreements (OPA) to spend revenue allocation funds within a district to support improved feasibility for private projects, so long as the revenue allocation funds are spent on public improvements. This

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<sup>4</sup> This section is based on [Idaho Statutes Title 50, Chapter 20 and Chapter 29, Urban Renewal 101 by the Association of Idaho Cities the Idaho Falls Redevelopment Agency 2019 Annual Report, Urban Renewal 101 by Ryan P. Armbruster and Meghan S. Conrad, June 22, 2017](#), as well an interview with Shellan Rodriguez and Phil Kushlan, Idaho based consultants in redevelopment.

could include funding offsite infrastructure, adjacent parks and/or streetscape improvements. The owner participation agreement and/or development reimbursement agreement spells out the roles and responsibilities of the developer and the redevelopment agency to implement and fund identified and allowable public projects. In Idaho, urban renewal agencies are constitutionally prohibited from funding improvements on privately-owned property. Additionally, an urban renewal agency is technically allowed to bond against revenue allocation funding; however, new urban renewal districts are limited to twenty years, making bonding less feasible due to the limited length of the repayment term. Pay-as-you-go financing and the use of OPAs or DRAs are often used to partner with the private sector and implement revitalization.

The City of Idaho Falls originally formed the Idaho Falls Redevelopment Agency in 1966 and then later re-established the agency in 1988. They currently manage four urban renewal districts in Idaho Falls. We recommend the City of Idaho Falls and the Idaho Falls Redevelopment Agency proceed with a phased approach to forming urban renewal districts within the focus area. Given that the length of time for new districts is 20 years, it's important to have a development project partner (or partners) at the table during and prior to formation; this improves the ability to take full advantage of the revenue that can accrue to the district to fund projects. To do this, new smaller districts could be phased in and align with opportunity sites and their surrounding properties, allowing for revenue allocation funds to be used for public improvements and possibly land assembly and disposition. To form urban renewal districts, the Idaho Falls Redevelopment Agency and the City of Idaho Falls must prepare an eligibility report to determine whether an identified area meets the requirements of an urban renewal district and ultimately develop an urban renewal plan and form a revenue allocation area.

Forming an urban renewal district within the Idaho Falls Northgate/1st Street Area-wide planning focus area at the right time will generate revenue allocation funding that allows for land write-downs that may be needed for new projects. Funds could also pay for public off-site improvements, including development impact fees. Real estate *pro formas* are necessary to fully understand the level of incentive necessary to support private redevelopment. Effective public-private partnership in the focus area could include projects that address a public need but require creative financial tools to improve feasibility – examples include affordable housing projects, business incubator spaces, and/or mixed-use projects with public service anchors. These projects are critical to the redevelopment of underutilized properties.

### **Role of a Business Improvement District and Local Improvement Districts**

A business improvement district (BID) could be a helpful tool for revitalization through a public/private partnership in the focus area. Enabled through Title 50, Chapter 26 of the Idaho Statutes, BIDs can be formed to fund parking facilities, physical improvements related to public spaces, promote public events, acquire and operate transportation to promote retail, overall promotion and to generally keep the area clean and safe. Again, downtown Idaho Falls is home to the Downtown Business Improvement District with services operated under contract with the Idaho Falls Downtown Development Corporation. A BID formation under Idaho law requires a petition to be submitted by property owners and those who own businesses within the district; signatories on the petition must make up at least 50% of the proposed special assessments. A BID is not used for large scale capital improvements, is not a revenue source to bond against and requires support and initiation by the private sector. The BID would be a great tool for funding programming and placemaking associated with some of the ideas for festivals and activities within the opportunity sites.

Another public financing tool available to communities in Idaho is the local improvement district (LID). This is a type of financing, enabled through Title 50, Chapter 17 of State statute that allows private property

owners to assess themselves and share the cost to fund the hookup or construction costs associated with any improvements made to the outside of their properties. This could include utilities and/or infrastructure, irrigation, sewer and water lines, sidewalks, transportation and curbs and gutters. This could be a helpful tool within the study area to finance improvements within commercial areas or opportunity sites.

### **Other State Incentive Programs**

There are other incentives that could be used to develop a public/private partnership and incentivize private sector redevelopment within the focus area. Some of these may be applicable in the focus area depending on the type of business looking to expand or relocate. Through the Idaho Tax Reimbursement Incentive (TRI), the State offers tax credits on state income, payroll and sales tax for up to 15 years if the business creates well paying, full time jobs and makes a meaningful community contribution. Other programs include the Idaho Opportunity Fund for infrastructure improvements associated with commercial and industrial projects, the Idaho Business Advantage, which provides sales tax incentives for \$500,000 in investment and at least 10 new jobs, among several other similar programs. These types of programs require matching local businesses with state programs and helping provide technical assistance to determine if the programs are worthwhile and can improve the feasibility of redeveloping buildings and growing the commercial properties within the study area.<sup>5</sup>

### **Affordable Housing**

In addition to other mechanisms that assist with developing housing projects – such as project development through partnership with the State (or a new, local) public housing authority<sup>6</sup> and use of Low-Income Housing Tax Credits (LIHTC) – Idaho Falls could consider establishing a local Community Land Trust. A Community Land Trust (CLT) is a system of tenure in which the underlying land is owned by a mission-driven entity, usually a nonprofit, whereas the buildings on the land are owned or leased by residents. CLTs often have the explicit goal of promoting affordable housing and contain legal provisions governing ownership and transfer to keep units affordable in perpetuity. While often used for affordable housing development, they can be utilized to develop other community-serving facilities.<sup>7</sup> Additionally, the City could lease, sell or transfer development rights of public-owned land – such as along the golf course – to increase density on receiving properties that would help new housing projects “pencil.”

## **Funding Public Improvements**

The strategy to fund public improvements should be a mix of locally raised funds combined with outside grant sources. The City should develop a Northgate/1<sup>st</sup> Street Area-wide Planning capital improvement program and an associated financing plan that identifies the cost and sources of funds over a ten-year time period for implementation with funds appropriated and budgeted for the immediate two years. Preliminary public improvement recommendations include streetscape enhancements, a new police station, signage and wayfinding, pedestrian/bicyclist facility projects, a “pocket library”, and park enhancements.

### **Local Contribution**

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<sup>5</sup> Currently Idaho Falls is not home to a designated Opportunity Zone. Should the Opportunity Zones be expanded through future federal action, Idaho Falls could propose parts of the study area be an Opportunity Zone. <https://commerce.idaho.gov/incentives-and-financing/opportunity-zones/>

<sup>6</sup> The power for cities and counties to form housing authorities is established under Title 50, Chapter 19 of Idaho Statutes: <https://legislature.idaho.gov/statutesrules/idstat/Title50/T50CH19/SECT50-1905/>

<sup>7</sup> <https://www.huduser.gov/portal/pdredge/pdr-edge-featd-article-110419.html>

Funding for public improvements should come from a combination of local contributions, outside grants, and fundraising. Options for local contributions include:

- City of Idaho Falls General Funds (if available). Typically, City general funds are already spoken for and are necessary for the ongoing operation of a city. However, a growing tax base often has room to budget for new projects and ideas. The City could consider budgeting for a portion of the capital improvements identified for the focus area. Other ways to provide local match funds for grants include in kind donations of staff time and project design.
- Revenue Allocation Funds. As described previously, if an urban renewal district is formed, revenue allocation funds can be used to fund public improvements within the focus area and would be a critical source of local funds to support redevelopment; as well as matching funds for state and federal grants.
- Idaho Falls Auditorium District (IFAD). While it may not be an immediate or direct source of funding for the focus area projects, it is important to be aware of the Idaho Falls Auditorium District. In 2011, a majority of the Idaho Falls residents voted to establish the Idaho Falls Auditorium District, with boundaries that encompass all of the area within the City of Idaho Falls. District formation included the implementation of a 5 percent sales tax on hotels and motels within the City of Idaho Falls. The purpose of this district is to build and operate a multi-purpose convention and community events center, as well as other activities, as allowed under Chapter 49, Title 67 of the Idaho Code. The state code enables auditorium districts and allows that they may acquire and dispose of property, issue bonds, as well as construct and maintain facilities in a public street or highway or on vacant public lands.<sup>8</sup> The IFAD is funding a 27,000 square foot (4,000 to 6,000-seat arena) event center located on the Snake River Landing area in south Idaho Falls, roughly three miles from the focus area. The Event Center will host concerts, professional hockey, entertainment, graduations and provide convention/conference space. Called the Mountain America Center, construction of the event center was anticipated to begin in March 2020.<sup>9</sup> The IFAD funding tool may offer opportunities for projects and facilities that align with the purpose of the IFAD and will likely attract visitors and residents to this area.

### ***Federal, State and Foundation Funding Opportunities***

We researched funding opportunities for capital projects, including public improvements and placemaking, as well as opportunities to fund program supports. Appendix B includes a list of 15 federal, state and foundation funding opportunities, which is not meant to be an exhaustive list of possible funding sources. Some possible options that appear promising include the Blue Cross of Idaho Foundation for Health, Community Transformation Grants provide opportunities up to \$135,000 for health focused projects, including trails and pathways. The National Endowment for the Arts offers up to \$150,000 in funding through the Our Town Grant, which is promising for funding placemaking within the focus area. EPA brownfield grants can fund additional environmental site assessment (ESA) studies and cleanup planning that support redevelopment projects.

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<sup>8</sup> [By Laws of the Idaho Falls Auditorium District](#)

<sup>9</sup> [“Construction on the Mountain America Center could begin in March,” East Idaho New.com, January 21, 2020](#)



## 2. Demographic, Housing + Employment Trends

### Population

Population trends were derived from data for Census Tract 9707, including Block Groups 1 and 2, and where available, the traffic analysis zones (TAZs) that closely overlap the focus area boundaries. The data labeled as “focus area” in the following tables has been extrapolated from the relevant Census or TAZ level data. Maps of various geographies used in this analysis can be found in Appendix A of this report.

The focus area experienced slow population growth between 2000 and 2019 with an average annual population increase of 0.58 percent, exhibiting only slightly less growth than Idaho Falls with 0.98 percent average annual population growth during the same time period.

Figure 5: Historic Population Trends

| Geography         | Net Change<br>2000 – 2018 | % Change<br>2000 – 2017 | Average Annual<br>% Change |
|-------------------|---------------------------|-------------------------|----------------------------|
| Idaho             | 161,012                   | 10.6%                   | 1.3%                       |
| Bonneville County | 12,184                    | 12.2%                   | 1.4%                       |
| Idaho Falls       | 4,494                     | 8.1%                    | 1.0%                       |
| Census Tract 9707 | 264                       | 4.8%                    | 0.6%                       |
| Focus Area        | 6                         | 0.3%                    | 0.03%                      |

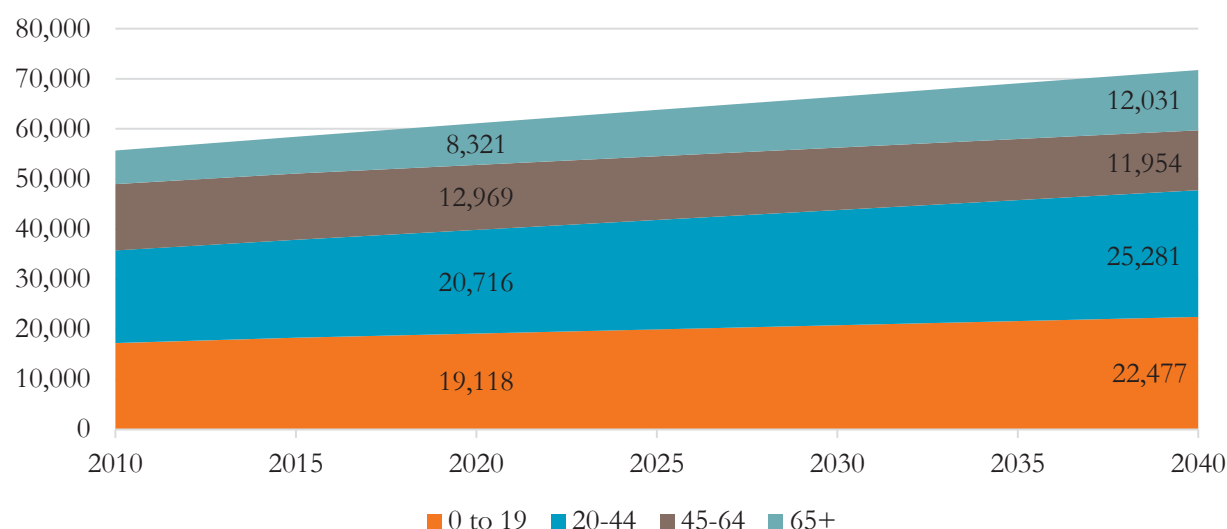
Source: U.S. Census Bureau, 2010 Decennial Census; U.S. Census Bureau, 2018 American Community Survey 5-Year Estimates; Bonneville Metropolitan Planning Organization TAZ Estimates.

The population in the City of Idaho Falls is expected to continue to show steady growth over the next 20 years with a projected population increase of just over 10,000 individuals (a 17 percent increase over the next 20 years)<sup>10</sup>. In addition to the projected growth of the City, the age composition in Idaho Falls is projected to change as well. Between 2020 and 2040, it is expected that the number of individuals over the age of 65 will grow 22 percent and the population of younger adults between age 20 and 44 will grow 4 percent, while the population between the ages of 45 and 64 will drop by 22 percent. This means that the population will have a smaller share of working age individuals compared with current demographics.

The focus area population is relatively diverse with three-quarters of the population identifying as white alone, compared to statewide averages of 91 percent. Census estimates indicate that around 27 percent of the population in the focus area is Hispanic or Latino, comparatively this number is nearly double the 13.7 percent of Idaho Falls that identifies as Hispanic or Latino as a percentage of total population.

<sup>10</sup> Forecasts based on U.S. Census Bureau, 2010 Decennial Census and U.S. Census Bureau, American Community Survey 5-Year Estimates

Figure 6: Idaho Falls Population Projections by Age



Source: Forecasts based on U.S Census Bureau, 2010 Decennial Census and U.S. Census Bureau, American Community Survey 5-Year Estimates

## Housing

According to the 2014-2018 American Community Survey (ACS) data, it appears that rental vacancy rates in Census Tract 9707 (the closest available representation of the data in the focus area) are significantly lower (3.9 percent) than the city-wide average of 7.5 percent. This could be an indication of a tight rental market within the focus area. Homeowner vacancy rates on the other hand are much higher in Census Tract 9707 at 7.6 percent, over three times that of Idaho Fall's average. This suggests that there may be more opportunities for home ownership within the focus area. There are approximately 139 vacant units for sale or rent in Census Tract 9707, which includes the focus area and land immediately surrounding it.

The number of rental units as a percentage of total units in the focus area is more heavily weighted towards renters when compared to the city-wide average in Idaho Falls. The focus area consists of 54 percent renters while the City average is only 34 percent. This split of housing ownership in the focus area could be indicative of less established wealth and a potentially younger and more diverse population.

Housing units built before 1950 account for 27 percent of the total occupied housing units in the focus area. This is notably higher than the average for the City of Idaho Falls (14 percent) and suggest that at least a portion of these aging housing units will likely need to be replaced in the next decade.

Figure 7: Focus Area Housing Profile

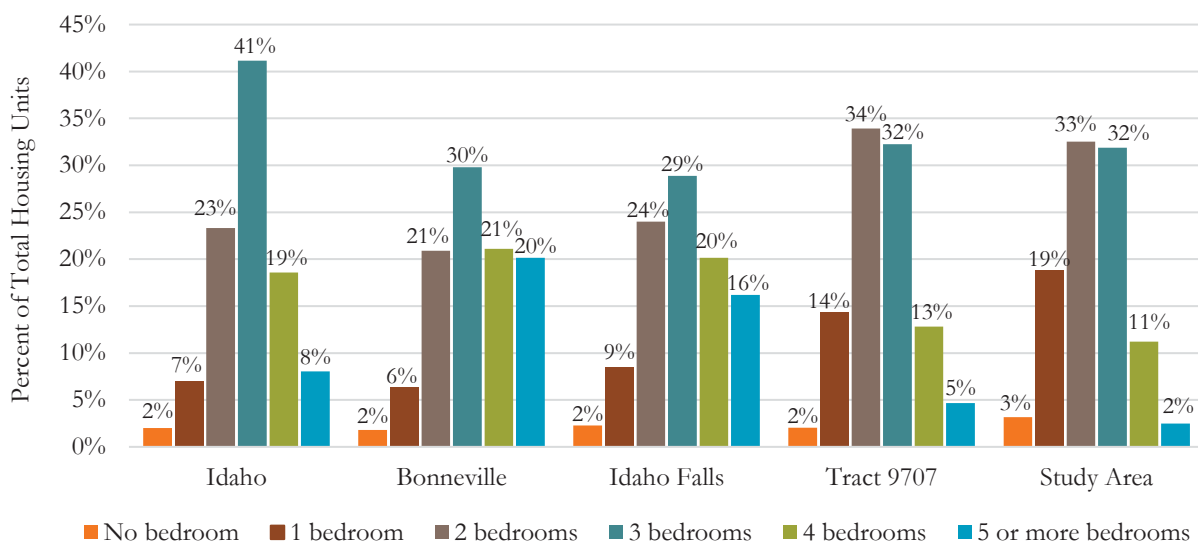
| Indicator   | Focus Area* | Focus Area % | Idaho Falls | Idaho   |
|---|-------------|--------------|-------------|---------|
| Total Housing Units   | 1,173       |              | 23,906      | 711,731 |
| Occupied Units  | 1,034       | 88%          | 93%         | 87%     |
| Owner Occupied  | 471         | 46%          | 64%         | 69%     |
| Renter Occupied   | 562         | 54%          | 36%         | 31%     |
| Homeowner Vacancy Rate <sup>11</sup>                          |             |              | 2.3         | 1.7     |
| Rental Vacancy Rate   |             |              | 7.5         | 5.4     |
| Average Household Size  | 2.29        |              | 2.65        | 2.68    |
| Overcrowded or Severely Overcrowded<br>(>1 occupant per room) | 31          | 3%           | 2%          | 3%      |
| Built Before 1950   | 370         | 32%          | 14%         | 12%     |

Source: U.S. Census Bureau, American Community Survey American Community Survey 5-Year Estimates, 2014-2018

Note: \*Focus area estimates extrapolated from Census Block Group 1&2

Housing units in the focus area and the surrounding Census Tract tend to have fewer bedrooms than other areas of Idaho Falls and the Bonneville County. One-bedroom and no-bedroom (studio) units make up 21 percent of housing units in the focus area, but in the city of Idaho Falls only account for 11 percent of housing units.

Figure 8: Number of Bedrooms in Unit



Source: U.S. Census Bureau, American Community Survey American Community Survey 5-Year Estimates, 2014-2018

Note: Focus area estimates extrapolated from Census Block Group 1&2

<sup>11</sup> There are two types of vacant units: seasonal and year-round. Year-round vacant units include those that are for rent, for sale, rented or sold and vacant for other reasons. Vacant for other reasons includes reasons such as occupant is in assisted living, house is used for storage, the house is in foreclosure or is being prepared to be rented or sold. The vacancy rate only includes that are available for rent or for sale and is a good indicator of housing availability.

The housing needs estimate for the focus area is shown in Figure 9 and considers the number of existing units in the focus area and the number of new units needed due to population change and housing condition. After adjusting for residential construction that took place in the past three years (2017-2019), an estimated 197 new housing units are needed in the focus area to address demand. This represents a 17 percent increase in the number of available housing units and has a ten-year estimated annual absorption of just under 20 units per year over 10-years and about 10 new units over 20-years.

Figure 9: Focus Area 10 to 20 Year Housing Needs Estimate

| Item  | Units      | Notes   |
|---|------------|---|
| 2019 estimate of Housing Units in Focus Area                    | 1,173      | Sum of TAZ level estimates within focus area (Bonneville Metropolitan Planning Organization, 2019 Demographics). There was an estimated 1,170 housing units in 2010 at the TAZ level (reflecting the focus area) as well as no change in population during the same time.                       |
| New Units Needed Due to Population Change 2020-2030             | 32         | American Community Survey 5-Year Estimates and Decennial Census: 1.1% average annual increase from 2000-2018 (Census Tract 9707). Uses average household size to estimate new units. The BMPO forecasts an additional 72 people between 2020 and 2040 for the TAZs that reflect the focus area. |
| New Units Needed Due to Housing Condition                       | 167        | Estimated as the average of three indicators applied as a percent to the sum of occupied units and units on the market: occupied units lacking kitchen and plumbing facilities (12.8%), and all units that are mobile homes (17.4%). 2018 ACS 5-Year Estimate, Block Groups 1&2                 |
| <i>Less New Residential Construction in 2017, 2018 and 2019</i> | 2          | Only two new residential units were constructed in the focus area since 2009.   |
| <b>Total New Units Needed</b>                                   | <b>197</b> | <b>Over 10 to 20 years</b>  |
| Percent of total housing stock                                  | 17%        |   |
| Forecasted annual absorption                                    | 20         | Calculated over a 10-year period  |

# Employment

## State and Regional Trends

Idaho has experienced steady growth in recent years and is projected to continue this trend through 2022. Statewide economic growth has been supported by a growing population, which grew at more than 2 percent annually for both 2017 and 2018. Prior to COVID-19, statewide unemployment continued to fall below national averages with recent reports as low as 2.6 percent, compared to 3.7 percent at the national level. Idaho is projected to show personal income growth above 5 percent through 2022, which exceeds inflation and is higher than national projections.

Eastern Idaho, and specifically Bonneville County have also experienced strong economic growth in recent years. Between 2009 and 2019, the county exhibited growth in the civilian labor force and a reduction of unemployment from 6.4 percent to 2.3 percent. Eastern Idaho has the second largest workforce in Idaho with 183,381 employees and experiences the benefits of major regional employers including two universities and one of the largest Departments of Energy sites in the Nation at Idaho National Laboratory. Eastern Idaho's economy is also supported by a low composite costs of living at 93.3 percent of the national average.

Multiple data sources were compiled to analyze historic employment trends and develop job projections for the focus area.

Figure 10: Employment Data Sources and Methods

| Category                                 | Notes   | Sources                                       |
|--|---|---|
| Industry Projections (State and Region)  | Occupational and industry projections for the State of Idaho and six economic regions within the state. Bonneville County is part of region 6, Eastern Idaho. Data includes 2016 estimates 2026 projections, net growth, and growth rate by industry. | Idaho Department of Labor                     |
| Employment Statistics (City/MSA)         | Total nonfarm employment for the city of Idaho Falls from 2000-2019. The Current Employment Statistics (CES) program collects data on employment, payroll, and hours from payroll records.  | Bureau of Labor Statistics                    |
| Workforce Trends (County)                | Labor and workforce trends for Bonneville County, including unemployment rates and labor force and employment statistics.   | Idaho Department of Labor                     |
| Employment Estimates and Forecasts (TAZ) | 2019 employment estimates and 2040 employment forecast by Traffic Analysis Zone (TAZ)   | Bonneville Metropolitan Planning Organization |
| Employment (Census Tract)                | Includes the industries of employed residents, unemployment rates, and labor force estimates. Pulls from QCEW data sets.  | American Community Survey 5-Year Estimates    |

Over the past 10 years, employment in Idaho Falls has experienced modest growth, with an average annual growth rate of 2.2 percent. Employment projections for Eastern Idaho show a similar trend of consistent but modest job growth over the past decade and are projecting an average annual growth rate of 1.2 percent through 2026. Using the Bonneville Metropolitan Planning Organization (BMPO) forecasts for job growth at the TAZ level, we assume an average annual growth rate for employment of 1.5 percent for the focus area, which is slightly lower than historical trends in the city (2.2 percent) and very close to the forecast for Eastern Idaho (1.2 percent). This yields approximately 4,197 jobs in the focus area by 2040, up from 3,185 in 2019.



Figure 13 shows what future employment in the focus area could look like if the 1.5 percent growth rate is applied proportionally across the major sectors that make up Eastern Idaho's economy. The top four sectors of Health Care, Retail Trade, Accommodations and Food Services, and Education account for nearly half of the existing jobs in the focus area and are projected to continue to grow over the next 20 years. Sector specific projections are used to identify demand for different types of commercial space.

Figure 11: Job Projections by Industry

| Sector  | Region 6: Eastern Idaho |                    |                                     | Focus Area (TAZs)         |                           |               |
|---|-------------------------|--------------------|-------------------------------------|---------------------------|---------------------------|---------------|
|   | 2016<br>Employment      | 2026<br>Employment | Average<br>Annual<br>Growth<br>Rate | 2019<br>Estimated<br>Jobs | 2040<br>Projected<br>Jobs | Net<br>Change |
| <b>Health Care &amp; Social Assistance</b>                  | 11,669                  | 13,964             | 1.8%                                | 88                        | 585                       | 209           |
| <b>Retail Trade</b>   | 11,652                  | 13,293             | 1.3%                                | 3                         | 557                       | 149           |
| <b>Accommodation &amp; Food Service</b>                     | 7,617                   | 9,446              | 2.2%                                | 172                       | 396                       | 166           |
| <b>Educational Services</b>                                 | 8,177                   | 9,434              | 1.4%                                | 185                       | 395                       | 114           |
| <b>Professional, Scientific, and<br/>Technical Services</b> | 9,387                   | 8,377              | -1.1%                               | 9                         | 351                       | -92           |
| <b>Manufacturing</b>  | 5,158                   | 6,296              | 2.0%                                | 151                       | 264                       | 104           |
| <b>Public Administration</b>                                | 6,126                   | 6,279              | 0.2%                                | 419                       | 263                       | 14            |
| <b>Construction</b>   | 4,774                   | 5,620              | 1.6%                                | 91                        | 235                       | 77            |
| <b>Wholesale Trade</b>                                      | 4,215                   | 5,297              | 2.3%                                | 40                        | 222                       | 99            |
| <b>Administrative and Support<br/>Services</b>              | 5,332                   | 4,519              | -1.6%                               | 72                        | 189                       | -74           |
| <b>Transportation and Warehousing</b>                       | 2,536                   | 3,964              | 4.6%                                | 337                       | 166                       | 130           |
| <b>Other Services</b>                                       | 2,106                   | 2,411              | 1.4%                                | 7                         | 101                       | 28            |
| <b>Agriculture, Forestry, Fishing, &amp;<br/>Hunting</b>    | 2,453                   | 2,391              | -0.3%                               | 192                       | 100                       | -6            |
| <b>Finance &amp; Insurance</b>                              | 2,002                   | 2,096              | 0.5%                                | 64                        | 88                        | 9             |
| <b>Waste Management and<br/>Remediation Services</b>        | 1,785                   | 1,818              | 0.2%                                | 294                       | 76                        | 3             |
| <b>Arts, Entertainment, &amp; Recreation</b>                | 1,090                   | 1,403              | 2.6%                                | 419                       | 59                        | 28            |
| <b>Information</b>  | 1,105                   | 1,396              | 2.4%                                | 39                        | 58                        | 27            |
| <b>Management of Companies and<br/>Enterprises</b>          | 205                     | 399                | 6.9%                                | 274                       | 17                        | 18            |
| <b>Mining</b>   | 73                      | 215                | 11.4%                               | 76                        | 9                         | 13            |
| <b>Utilities</b>  | 238                     | 202                | -1.6%                               | 220                       | 8                         | -3            |
| <b>Total</b>  | <b>88,611</b>           | <b>100,206</b>     | <b>1.2%</b>                         | <b>3,185</b>              | <b>4,197</b>              | <b>1,012</b>  |

Source: Idaho Department of Labor Occupational and Industry Projections, Bureau of Labor Statistics (BLS) Employment Projections; Bonneville Metropolitan Planning Organization Demographic Projections.

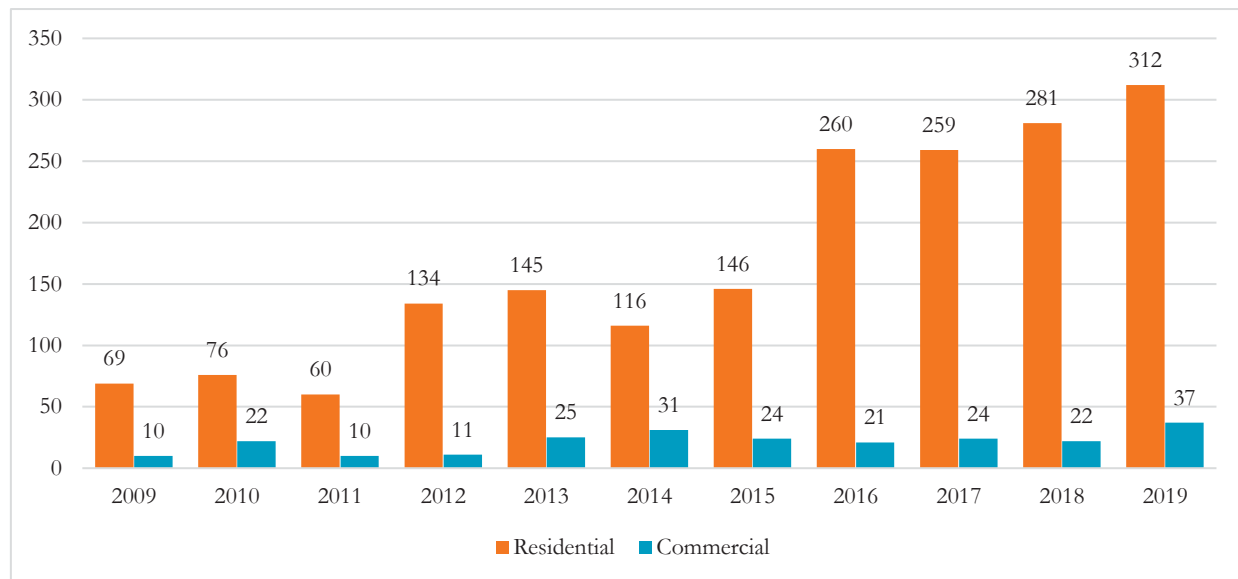
### 3. Development Trends

#### Building Permit Trends

There was very little new construction that occurred in the focus area between the years of 2009 and 2019. One commercial operation (a Java Express) was constructed in 2016 and two new residential units were constructed in 2019 on Lomax St. in the southern portion of the focus area. This low new construction rate was not mirrored by the city as a whole, with significant new construction on an annual basis and an increase in housing construction beginning around 2016 (shown in figure 11).

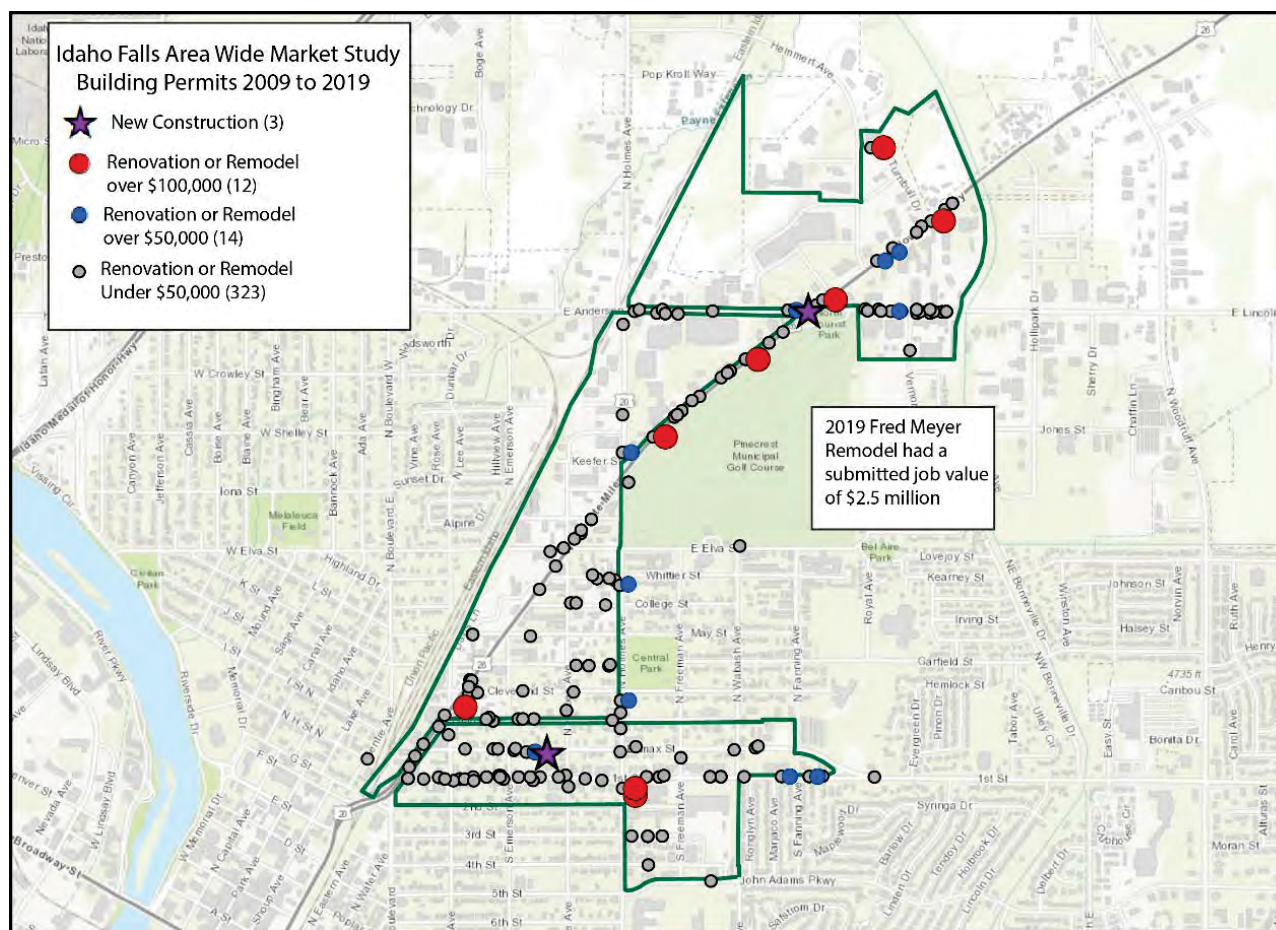
While new construction in the focus area was limited, there were many permits submitted and approved for building improvements and renovations in the focus area. Between 2009 to 2019 there were 349 permitted and approved improvement and renovation projects in the focus area, which includes roofing projects, mechanical, electrical, and plumbing updates as well as home additions and remodels and fencing and sign installations. Most of the renovation and remodel projects were small (under \$50,000), but a few larger renovations and additions were completed, including multiple projects at the Fred Meyer on Northgate Mile, with the largest having an assessed project value of \$2.5 million in 2019. The number of renovations indicates a willingness of owners to invest in their properties in this area. This is an indication that adaptive reuse projects are occurring in the focus area.

Figure 12: Residential and Commercial New Construction in Idaho Falls 2009-2019



Source: City of Idaho Falls, 2020

Figure 13: New Development in the Focus Area, 2009-2019



\*Renovations and Remodels includes all permitted construction (residential and commercial) that was not considered new construction and includes electrical, plumbing, sign installations, heating and cooling, roofing projects, and home/commercial additions.

Source: City of Idaho Falls, 2020.

## Residential Market

The median gross rent, the midpoint between the highest and lowest rents, was considerably lower in Census Tract 9707 (the closest available representation of the data in the focus area) than City and State averages. Median housing costs and monthly mortgage payments were also lower in Census tract 9707 when compared to the City of Idaho Falls. The median housing cost for households with a mortgage in Census Tract 9707 is approximately 30 percent lower than the median mortgage payment for the City of Idaho Falls.

There is a need for less expensive housing options in the area. Mixed-use development with units for senior housing would be a good strategy for the Focus Area.

- Stakeholder interview

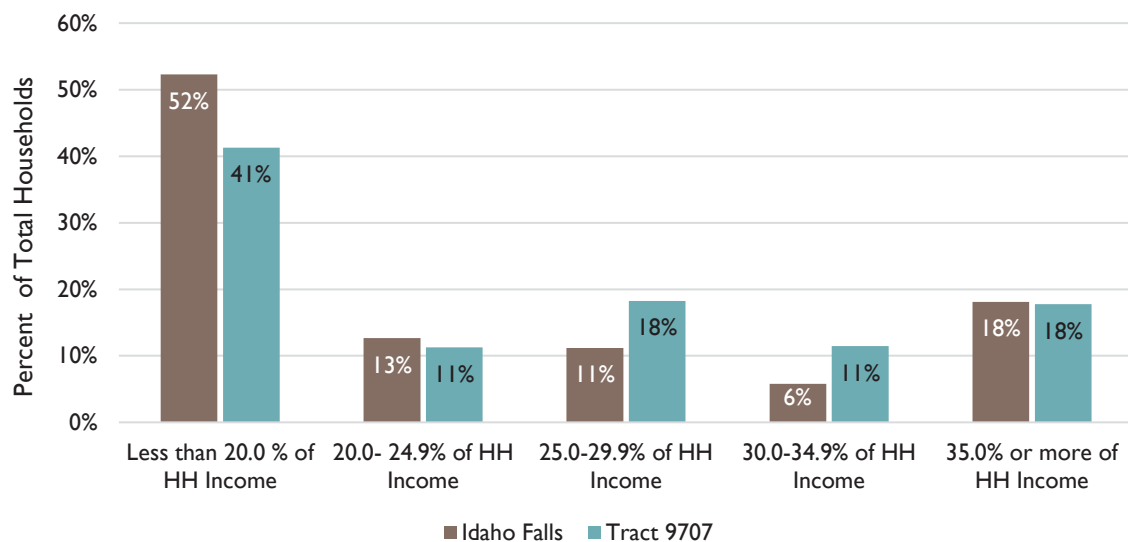
Figure 14: Median Housing Cost

| Item                       | Idaho     | Bonneville County | Idaho Falls | Census Tract 9707 | Block Groups 1&2 |
|----------------------------|-----------|-------------------|-------------|-------------------|------------------|
| Median Gross Rent          | \$825     | \$784             | \$748       | \$685             | \$695            |
| Median Costs (w/Mortgage)  | \$1,228   | \$1,180           | \$1,116     | \$785             | \$778            |
| Median Costs (No Mortgage) | \$368     | \$352             | \$350       | \$314             | \$325            |
| Median Value               | \$192,300 | \$168,100         | \$153,600   | \$88,500          | \$83,251         |

Source: Source: 2013-2017 American Community Survey 5-Year Estimates

Households who spend more than 30 percent of their total income on housing costs are considered to be cost burdened. Spending a larger portion of household income on housing limits the amount of income available for other non-discretionary spending, such as food clothing and transportation. Based on that criteria, 24 percent of households in Idaho Falls and 29 percent of households in Census Tract 9707 are cost burdened. This suggests that there is a need for additional affordable housing in and around the focus area.

Figure 15: Monthly Housing Costs as a Percent of Household Income



Source: Source: 2014-2018 American Community Survey 5-Year Estimates

## Commercial Market

Only one new commercial development was constructed in the focus area from 2009 to 2019, however six commercial use buildings received additions and 30 underwent remodeling, totaling over \$4.1 million in commercial project value for the focus area. Development activity in the focus area are most associated with adaptive reuse projects. The City of Idaho Falls has seen an uptick in new commercial development with a total of 237 new commercial buildings between 2009 to 2019.

The 1<sup>st</sup> Street Corridor is a forgotten commercial district in Idaho Falls. People generally pass through the area without feeling the connection to stop and patronize businesses.

- Stakeholder interview



## 4. Development Forecast

### Key Findings

The team compiled population, employment, and housing forecasts to model the demand for residential and commercial land in the focus area. Those development forecasts were then compared to an analysis of vacant land that currently exists within the focus area to determine whether there is adequate vacant land and properties to accommodate projected demand. For purposes of this study, vacant land is defined as sites that do not have a tenant/occupant and/or do not have any habitable structures.

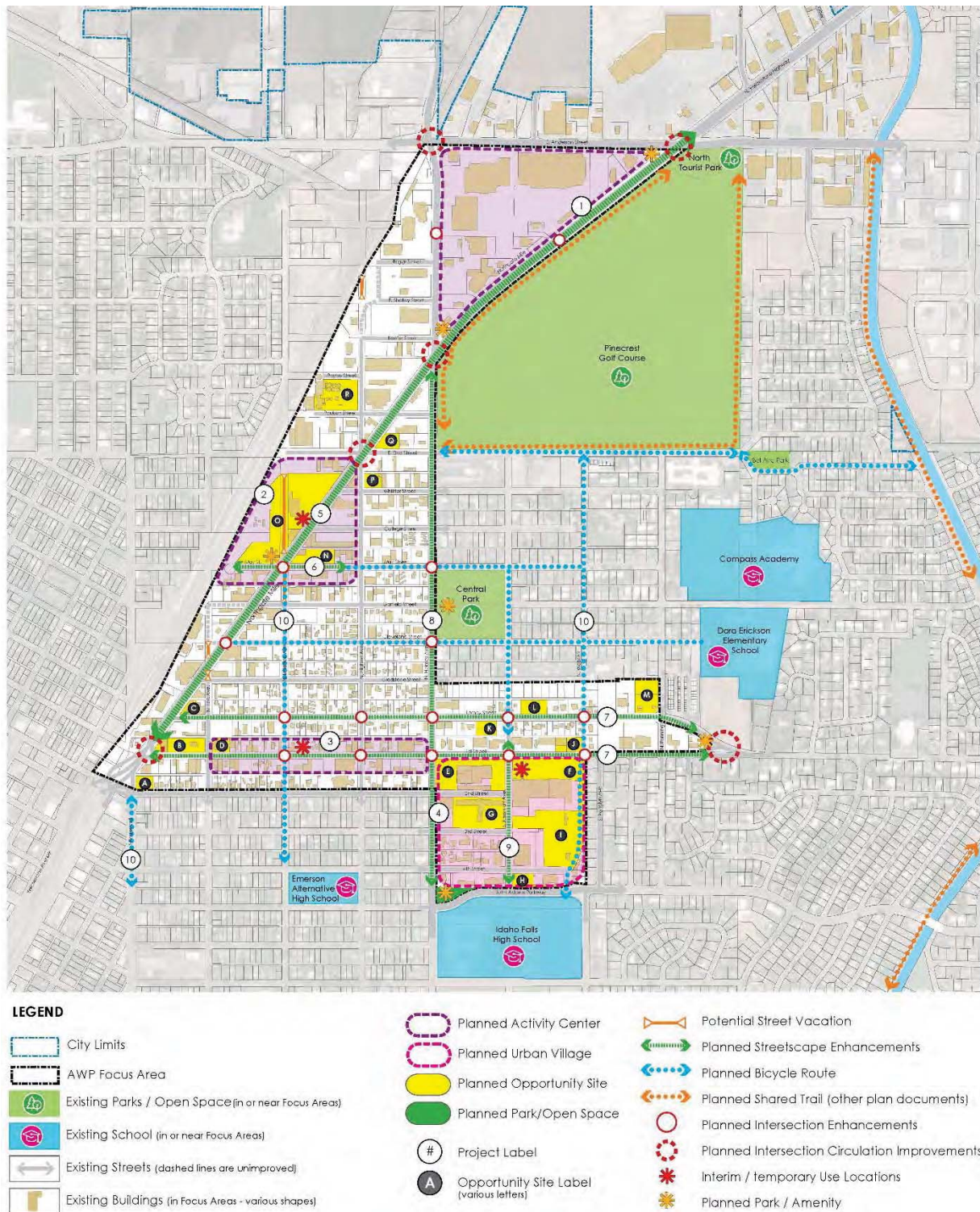
- **Overall, there is a vacant land shortage of 18.8 acres in the focus area.** The focus area has a total of 40.0 acres of vacant land, which is not adequate to meet the combined commercial and residential demand of 58.8 acres over the next 20 years. This indicates that demand will either move elsewhere or additional redevelopment will be needed to more intensively utilize existing properties.
- **Commercial development faces a shortage of vacant land in the focus area.** When looking at land that currently allows commercial and industrial activities, there will likely be a shortage of 3.2 acres of vacant land in the focus area to accommodate future employment growth. This includes vacant land that is currently zoned to allow residential, as well as commercial uses, which means that the commercial development would likely be competing with residential demand for those same parcels.
- **Adequate vacant land exists to accommodate residential development in the focus area.** There is just under 29 acres of vacant land that could accommodate some form of residential development within the focus area. This would meet the forecasted need for 17.5 acres of residential development. This includes vacant lands with a zoning designation that allows for residential, as well as commercial uses, which means that residential development would likely be competing with commercial demand for those same parcels.
- **Opportunity sites offer 18.5 acres of vacant land supply that could accommodate 25 percent of the demand.** Stantec identified 18 opportunity sites within the focus area, totaling 18.5 acres, that are vacant and have a low Improvement to Land Value Ratio (ILVR). The ILVR is calculated based on property tax records and is a metric commonly used to identify parcels that are under-utilized from a development perspective.

The findings described above make a strict comparison between acreage that is in demand and acreage that is available as vacant land supply. However, it is important to note the following caveats to these estimates.

- The vacant land estimates are duplicated between residential and commercial because many of the zoning districts allow both activities. For example, if residential development outpaces commercial development and “uses-up” most vacant land, there would be less commercially zoned vacant land available to meet demand. Similarly, if commercial development quickly absorbs much of the vacant land supply, there will be less land available for residential development. Overall, there is a shortage of vacant land when compared to overall demand for land in the focus area.
- Not all parcel sizes and shapes will be conducive to development depending on the size of the project being considered. Land assembly may be needed to ensure adequate parcel size.
- Not all vacant parcels are easily developed. For example, vacant parcels with existing unoccupied buildings limit development potential and/or impose higher development costs on redeveloping properties.

- Not all opportunity sites or vacant parcels are suitable for residential development due to proximity to the railroad.

Figure 16: Proposed Urban Design Plan for the focus area with Opportunity Site Designations



Note: The UDP is a part of the proposed Area-Wide Planning study document for the Northgate/1<sup>st</sup> Street focus area (under separate title)

## Methodology

Demographic, employment, and housing trends (summarized in Section 2) were used to forecast expected development for industrial, commercial, and residential needs in the Area Wide Planning focus area (focus area).

Forecasted population change along with existing housing conditions and overcrowding statistics were used to estimate the forecasted need for new residential units within the focus area. The residential housing need was then translated from housing units into total acreage using floor area ratios (FAR) based on unit type and average unit size. Forecasts were further refined by applying an estimated capture rate that was specific to the focus area geography.

Figure 17: Sources Used for Residential Development Forecast

| Item   | Source  |
|--|---|
| <b>Current Estimate of Housing Units</b>         | 2018 American Community Survey (ACS) 5-Year Estimate. Includes total units, occupied units, tenure, occupancy, median gross rent, median mortgage gross rent, unit type, unit size, age of housing unit, and household size                                 |
| <b>New Units Needed Due to Population Change</b> | Population and demographic estimates and projections were sourced from the 2018 ACS 5-Year Estimates and the Bonneville Metropolitan Planning Organization TAZ level data   |
| <b>New Units Needed Due to Housing Condition</b> | Estimated as the average of two indicators applied as a percent to the sum of occupied units and units on the market: occupied units lacking kitchen and plumbing facilities, and all units that are mobile homes. 2018 ACS 5-Year Estimate.                |
| <b>New Units Needed Due to Overcrowding</b>      | Overcrowding is defined by Census and HUD as homes with more than one occupant per room. Severe overcrowding is defined as more than 1.5 occupant per room. Rooms are defined as the total number of rooms, not just the bedrooms. 2018 ACS 5-Year Estimate |
| <b>New Residential Construction (2018-2020)</b>  | New residential units are counted as those that result in a new unit (or units) calculated within the focus area. Source: Local Building Permit Data  |
| <b>Focus Area Capture Rates</b>                  | Interviews with real estate and local area experts informed capture rate estimates, which were used to refine estimated residential housing need within the focus area boundaries.  |

Employment characteristics, such as worker and job locations, and published industry specific job forecasts from Idaho Department of Labor informed the estimates for commercial and institutional space needs. Building permit data was compared with changes in population to understand historical trends in construction that are relevant to the focus area. Local real estate experts were also interviewed to better understand the current market for residential and commercial development and how much of the forecasted demand could be captured within the focus area.



Figure 18: Sources Used for Commercial Development Forecast

| Item   | Source   |
|--|--|
| <b>Labor Force + Employment Trends</b>                   | Workforce estimates and projections, unemployment rates, occupational data and industry forecasts primarily sourced from the Idaho Department of Labor and the U.S. Bureau of Labor Statistics.  |
| <b>Existing Inventory</b>                                | An Area Wide Plan (AWP) land analysis conducted by Stantec was used to estimate the total area withing the AWP boundaries, how that land is zoned and what portion of that land is vacant, undeveloped, or unoccupied.   |
| <b>Commercial Space Needed to Accommodate Job Growth</b> | Estimated based on area and industry specific job projections and commercial land use assumptions developed by Economic Planning Systems for a separate report. Demand for commercial space is then translated into acreage using industry specific floor area ratios (FAR). |
| <b>Focus Area Capture Rates</b>                          | Interviews with real estate and local area experts will inform capture rate estimates, which will be used to refine estimated commercial need within the focus area boundaries.  |

## Land Supply in the Focus Area

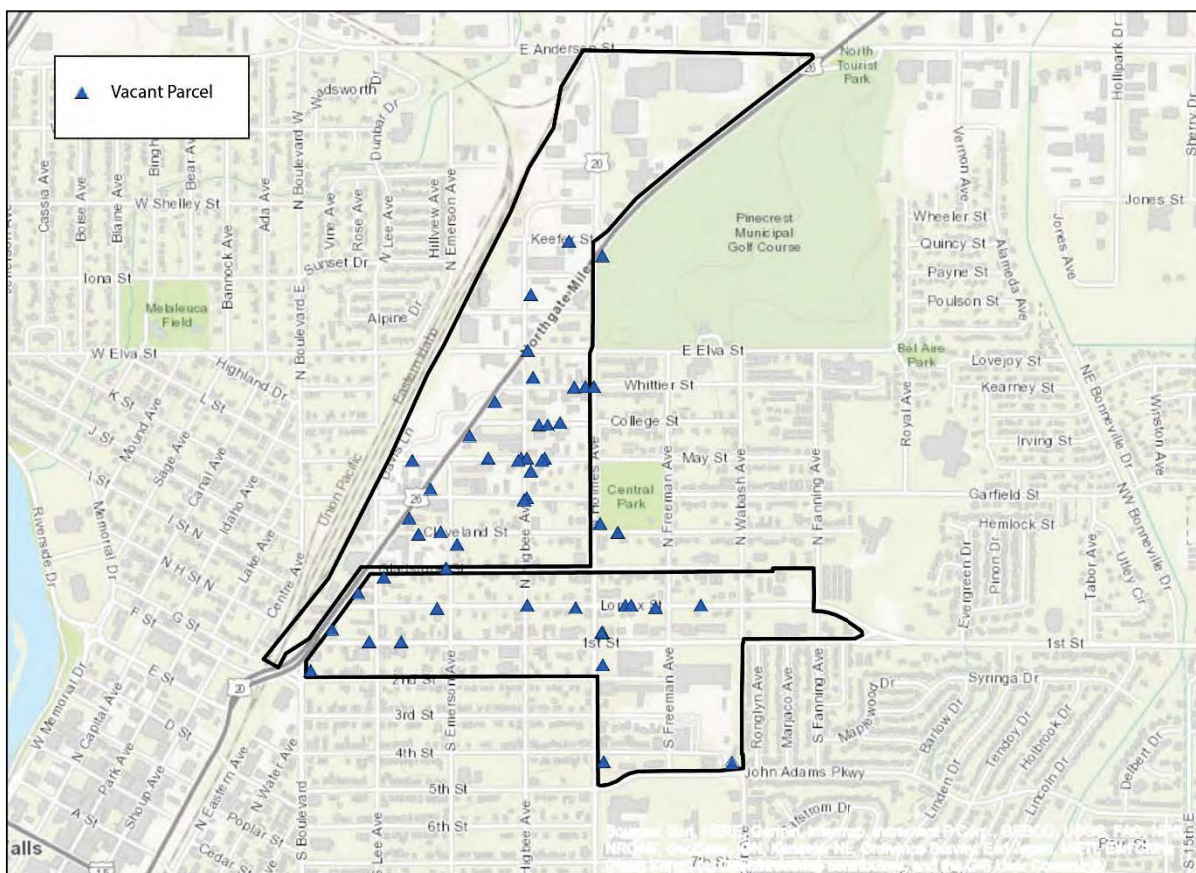
The focus area contains a total of 202.9 acres of land and roughly 20 percent or 40 acres of land is considered vacant. Vacant land calculations include undeveloped land without structures and unoccupied land with existing but unoccupied structures. Over half of the vacant land within the focus area is zoned as central commercial (CC), which allows for both commercial and residential uses. Roughly 95 percent of the vacant land present in the focus area allows for commercial uses and 72 percent of the vacant acreage allows for residential uses. These two categories exceed 100 percent because many of the zoning districts in the focus area allow for both commercial and residential development. The only zoning district that exclusively allows for commercial use is industrial and manufacturing (I&M) and the only zoning district that exclusively allows for residential development is multiple dwelling residential (R3).

Figure 19: Land Supply in Focus Area by Zone

| Zoning Districts                   | Total Land Area | Undeveloped Land (no structures) | Unoccupied Land (no tenant on property) | Subtotal Vacant Land Supply |
|------------------------------------|-----------------|----------------------------------|---|-----------------------------|
|                                    | <i>a</i>        | <i>b</i>                         | <i>c</i>                                | <i>d=b+c</i>                |
| Central Commercial (CC)            | 92.9            | 12.0                             | 9.9                                     | 21.8                        |
| Highway Commercial (HC)            | 42.6            | 2.7                              | 0.0                                     | 2.7                         |
| Industrial & Manufacturing (I&M)   | 25.0            | 7.3                              | 3.4                                     | 10.7                        |
| Limited Commercial (LC)            | 1.2             | 0.6                              | 0.0                                     | 0.6                         |
| Multiple Dwelling Residential (R3) | 4.0             | 1.3                              | 0.0                                     | 1.3                         |
| Residential Mixed Use (R3A)        | 10.9            | 0.2                              | 0.0                                     | 0.2                         |
| Traditional Neighborhood (TN)      | 25.7            | 2.0                              | 0.0                                     | 2.0                         |
| Parks & Open Space (P)             | 0.6             | 0.6                              | 0.0                                     | 0.6                         |
| <b>Total Unduplicated Acres</b>    | <b>202.9</b>    | <b>26.7</b>                      | <b>13.3</b>                             | <b>40.0</b>                 |

Source: Stantec Field Observations

Figure 20: Vacant Land in Focus Area



Source: Stantec Field Observations

## Summary of Vacant Land Analysis Compared to Land Demand

Overall, there will likely be demand for 58.8 acres of land for residential and commercial development within the focus area. This is based on anticipated population and employment growth within and around the focus area. We prepared or used existing employment and population forecasts to estimate land demand for commercial and residential development in the focus area. Next, we applied a capture rate to the demand in Idaho Falls to help estimate how much of the market demand for a particular land use is likely to be absorbed in the focus area.

There is more demand (58.8 acres) for land within the focus area than supply of vacant land (40.0 acres). Based on Stantec's land use definitions and field observations, this report defines vacant land to include undeveloped land with no structures and unoccupied land with or without structures but no tenants on the property. The 40.0 acres of vacant land includes parcels with zoning districts that allow residential and commercial development, as well as land zoned as public lands. The redevelopment of parcels that are home to existing buildings will be necessary to accommodate expected development, but it will impose higher development costs than undeveloped vacant properties. The following section assesses demand for residential and commercial land compared to vacant land that allows for those uses.



Figure 21: Commercial and Residential Land Supply and Demand in Focus Area (Acres)

|  | Total Land Area | Undeveloped Land (no structures) | Unoccupied Land (no tenant on property) | Subtotal Vacant Land Supply | Projected Demand | Potential Land Shortage or Surplus in Focus Area |
|--|-----------------|----------------------------------|---|-----------------------------|------------------|--|
|  | a               | b                                | c                                       | d=b+c                       | e                | f=d-e  |
| <b>Allows Residential [1]</b><br><small>Some duplication with Commercial</small> | 177.7           | 18.8                             | 9.9                                     | 28.7                        | 17.5             | 11.2   |
| <b>Allows Commercial [2]</b><br><small>Some duplication with Residential</small> | 198.3           | 24.8                             | 13.3                                    | 38.1                        | 41.3             | (3.2)  |
| <b>Public Lands (PL)</b>   | 0.6             | 0.6                              | 0.00                                    | 0.6                         | 0                | 0.6  |
| <b>Total Unduplicated Acres [3]</b>  | <b>202.9</b>    | <b>26.7</b>                      | <b>13.3</b>                             | <b>40.0</b>                 | <b>58.8</b>      | <b>(18.8)</b>                                    |

Source: Stantec Field Observations

[1] Includes the following zoning districts: Central Commercial, Highway and General Commercial, Limited Commercial, Multiple Dwelling Residential, Residential Mixed Use, Traditional Neighborhood.

[2] Includes the following zoning districts: Central Commercial, Highway and General Commercial, Industrial and Manufacturing, Limited Commercial, Residential Mixed Use, Traditional Neighborhood.

[3] Rows add to more than the total because acreage can be used for both residential and commercial uses

## Commercial Development Forecast + Available Land

Based on the estimated growth in employment, approximately 41.3 acres of commercial/industrial land will be needed in the focus area by 2040. Roughly, 38.1 acres of vacant land in the focus area allows commercial and industrial activities based on a review of the zoning districts, which results in a shortage of 3.2 acres. It should be noted that the majority of the vacant land allows for both commercial and residential uses, and commercial development in the focus area will likely be competing for the same vacant land as future residential developments.

Figure 22: 20- Year Commercial Land Use Forecast for Area Wide Plan Focus Area

| Land Use  | Projected Employees Requiring Space | Sq. Ft. per Employee | Demand for New Commercial Space (Building Sq. Ft) | Floor Area Ratio (FAR) | Land Demand (Sq.Ft.) | Land Demand (acres) |
|---|-------------------------------------|----------------------|---|------------------------|----------------------|---------------------|
| Office  | 59                                  | 250                  | 14,853  | 0.3                    | 49,511               | 1.1                 |
| Industrial/Flex Space   | 117                                 | 750                  | 87,587  | 0.15                   | 583,914              | 13.4                |
| Retail  | 79                                  | 350                  | 27,773  | 0.25                   | 111,094              | 2.6                 |
| Accommodation +Food Services  | 70                                  | 300                  | 21,143  | 0.5                    | 42,285               | 1.0                 |
| Institutional   | 66                                  | 750                  | 49,568  | 0.3                    | 165,228              | 3.8                 |
| <b>Total</b>  | <b>392</b>                          |                      | <b>200,925</b>                                    |                        | <b>952,032</b>       | <b>21.9</b>         |
| <b>Estimated Vacant Land with Zoning that Allows Commercial, Office, Industrial Users [1]</b> |                                     |                      |   |                        |                      | <b>38.1</b>         |

[1] Includes the following zoning districts: Central Commercial, Highway and General Commercial, Industrial and Manufacturing, Limited Commercial, Residential Mixed Use, Traditional Neighborhood.

Figure 23: 20- Year Commercial Land Use Forecast for Area Wide Plan Focus Area

| Land Use  | Projected Employees Requiring Space | Sq. Ft. per Employee | Building Sq. Ft Needed | FAR  | Land needed      | Acres Needed |
|---|-------------------------------------|----------------------|------------------------|------|------------------|--------------|
| Office  | 112                                 | 250                  | 28,055                 | 0.3  | 93,516           | 2.1          |
| Industrial/Flex Space   | 221                                 | 750                  | 165,433                | 0.15 | 1,102,887        | 25.3         |
| Retail  | 150                                 | 350                  | 52,458                 | 0.25 | 209,832          | 4.8          |
| Accommodation + Food Services   | 133                                 | 300                  | 39,934                 | 0.5  | 79,867           | 1.8          |
| Institutional   | 125                                 | 750                  | 93,624                 | 0.3  | 312,080          | 7.2          |
| <b>Total</b>  | <b>741</b>                          |                      | <b>379,503</b>         |      | <b>1,798,182</b> | <b>41.3</b>  |
| <b>Estimated Vacant Land with Zoning that Allows Commercial, Office, Industrial Users [1]</b> |                                     |                      |                        |      |                  | <b>38.1</b>  |

[1] Includes the following zoning districts: Central Commercial, Highway and General Commercial, Industrial and Manufacturing, Limited Commercial, Residential Mixed Use, Traditional Neighborhood.

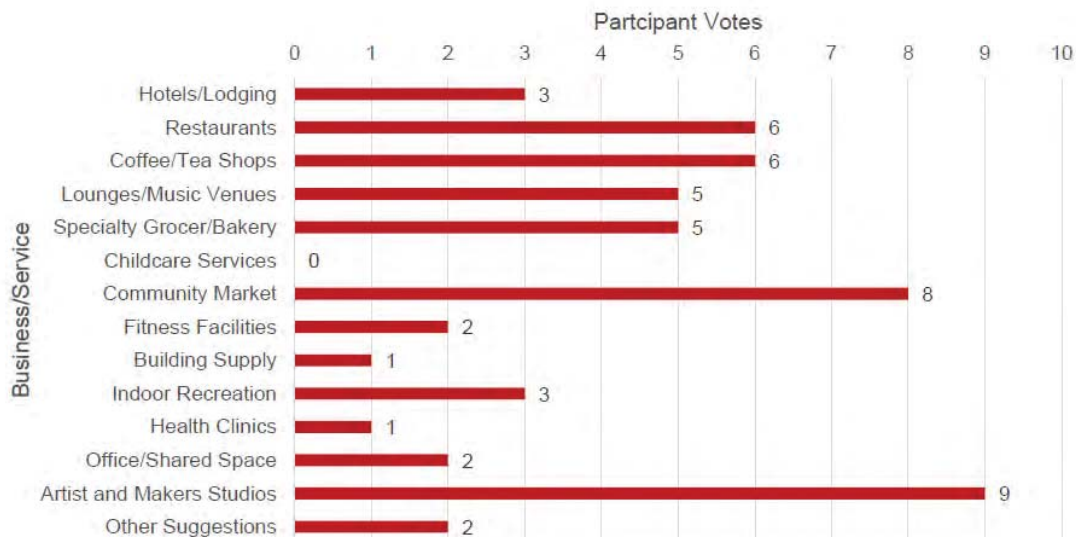
Need for commercial land was forecasted using TAZ level employment estimates for 2020 and 2040 and industry level growth projections for Eastern Idaho. Land use conversions were then applied to employment projections at the industry level to estimate the space demanded by additional employment in the focus area.

As part of the public outreach efforts for this project, the team set up engagement boards at a town-hall style meeting and asked attendees to identify the types of businesses and services that they would like to see in the focus areas. Based on the participants responses, the most desired businesses/services include restaurants, coffee/tea shops, community markets, and artists/makers spaces. To a lesser extent specialty grocers and music venues were also desired.

The 1<sup>st</sup> Street Corridor is promising, and there is opportunity to leverage existing businesses to grow the area.

- Stakeholder interview

Figure 24: Business and Services Engagement Board



## Residential Land Use Forecast + Available Land

Future housing needs in the focus area are forecasted based on estimated population growth, the condition of existing housing stock, and number of overcrowded housing units. This forecast assumes that housing units without complete plumbing and kitchen facilities and mobile home units will be replaced in the next twenty years with updated residential units, and additional housing units will be added to alleviate overcrowding. Recent residential construction was also taken into consideration and used to refine the 20-year housing need estimates. Based on the estimated population growth in Idaho Falls and estimated housing types for future residential development, approximately 17.5 acres of land will be needed to develop 197 housing units in the focus area over the next ten to twenty years. This includes replacement housing. Roughly, 28.7 acres of vacant land allows for residential development based on a review of the zoning districts in the focus area, which should be able to meet the need for forecasted residential development. As previously mentioned, the majority of the vacant land in the focus area allows for both residential and commercial uses, so new housing units will be competing with commercial development over a limited vacant land supply.

Figure 25: Housing Forecast in the Focus Area

| Unit Type  | Distribution of Housing by Type Current [2] | Distribution of Housing by Type for Anticipated Redevelopment | New Units in Focus Area by 2040 | Gross Density Shown as Units Per Acre [3] | Future Demand in Focus Area (Acres) |
|--|---|---|---------------------------------|---|-------------------------------------|
| Single-family  | 57%   | 15%   | 30                              | 6   | 7.0                                 |
| Duplex   | 0%  | 10%   | 20                              | 10  | 2.8                                 |
| 3-9 Units  | 34%   | 35%   | 69                              | 20  | 5.0                                 |
| 10+ Units  | 9%  | 40%   | 79                              | 41  | 2.88                                |
| <b>Total</b>   | <b>100%</b>                                 | <b>100%</b>   | <b>199</b>                      | <b>n/a</b>                                | <b>17.7</b>                         |
| <b>Vacant Land with Zoning that Allows Residential within Focus Area [1]</b> |   |   |                                 |   | <b>28.7</b>                         |

[1] Includes the following zoning districts: Rural Residential One District, Single-Family Residential District, Multi-family Residential District, Business District, Retail Business District

[2] Based on trends from the 2014 – 2018 American Community Survey 5-Year Estimates.

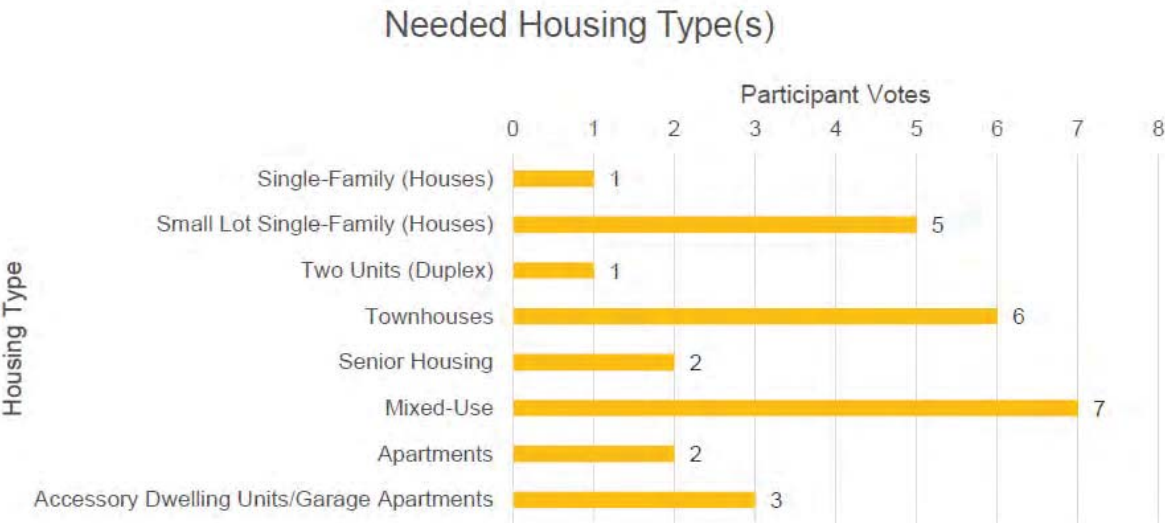
[3] Based on samples from the land inventory within the focus area

At the community town hall, a housing need engagement board allowed participants to identify the type of housing they felt is needed in the focus areas. Participants identified small lot houses, townhouses, and mixed-use buildings as the most needed housing types for the focus areas (see Figure 25). Given this preference, changing demographics and the likelihood that redeveloping properties will yield higher density housing projects compared to single family development, we adjusted the share of housing type from the status quo. This results in 75 percent of the new housing being built as multi-family product and 25 percent being built as single family and duplex in the future.

The City should promote addition housing in the focus area with an emphasis on a variety of housing types. Housing is an activator and essential for local business to be successful.

- Stakeholder interview

Figure 26: Needed Housing Engagement Board



# Appendix A: Geographies Used for Analysis

Figure 27: Census Tract 9707, Bonneville County, Idaho

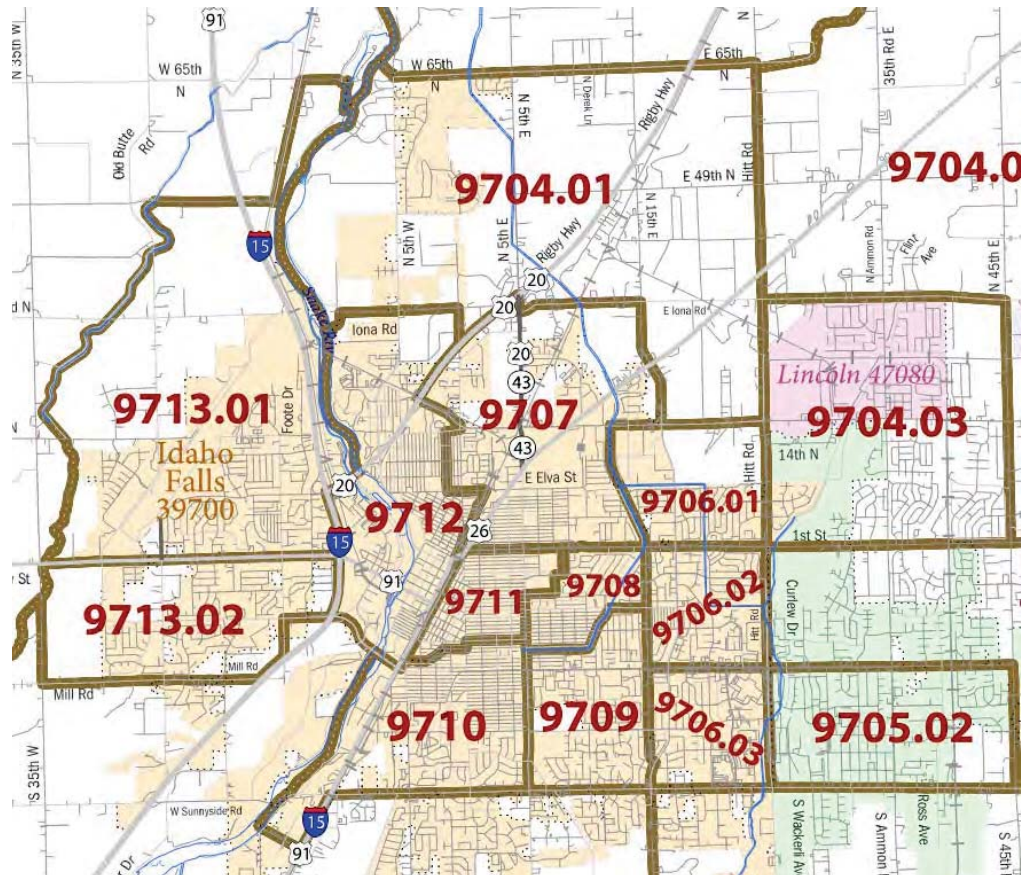


Figure 28: Block Group I, Bonneville, Idaho





Figure 29: Block Group 2, Bonneville, Idaho

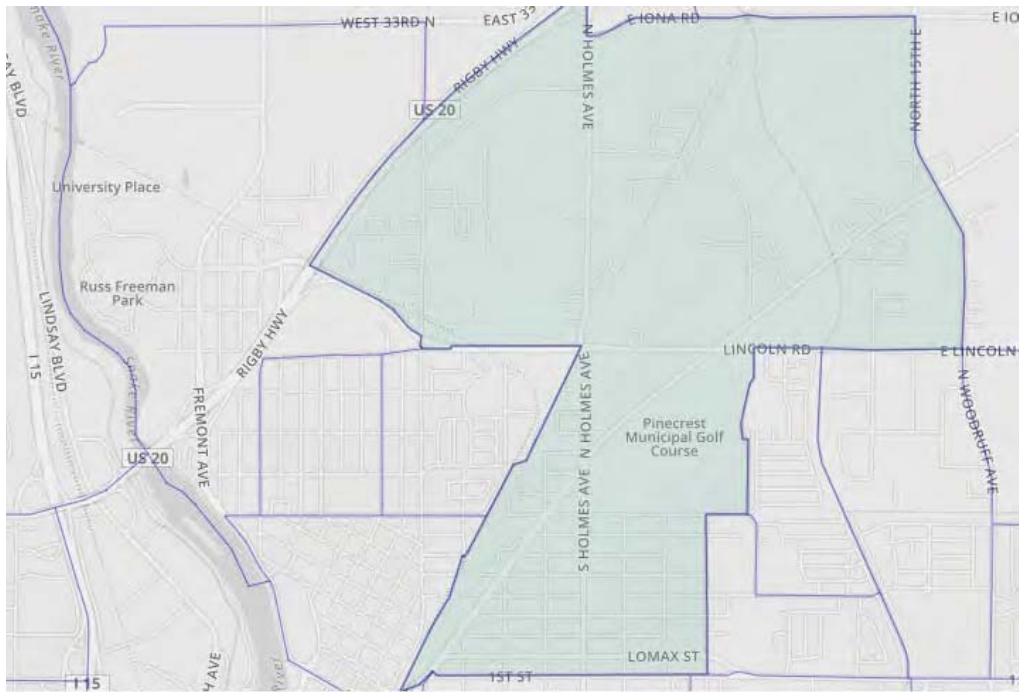
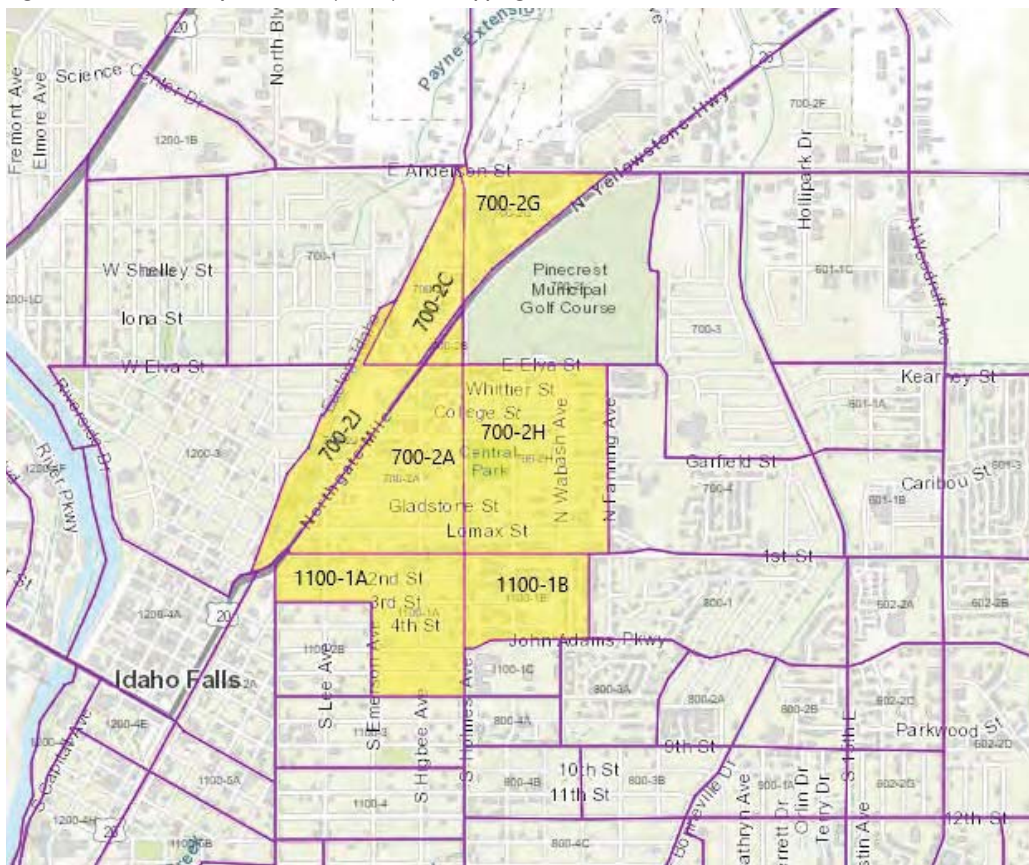


Figure 30: Traffic Analysis Zones (TAZs) Overlapping Focus Area



## Appendix B: Funding Sources

We researched funding opportunities for capital projects, including public improvements and placemaking, as well as opportunities to fund program supports. This is not meant to be an exhaustive list of possible funding sources. Some possible options that appear promising include the Blue Cross of Idaho Foundation for Health, Community Transformation Grants provide opportunities up to \$135,000 for health focused projects, including trails and pathways. The National Endowment for the Arts offers up to \$150,000 in funding through the Our Town Grant, which is promising for funding placemaking within the focus area.

**Table I Potential Federal, State and Foundation Funding Opportunities for the Planning Area**

| Funding sources are shaded according to whether they are a good fit for a capital project or for program support. |  |
|---|--|
| <b>Capital Projects</b>   | Examples projects: Infrastructure, Streetscape, Parks, Trails and pathways, Activity center, Business improvements, Residential remodels and development, Commercial remodels and development, Parking, Cultural assets (Idaho Fall Museum, Historic Preservation, Idaho Council on the Arts, Mural Program), Public spaces, biking and walkability, Placemaking |
| <b>Program Support</b>  | Examples projects: Library, Arts organizations, Recreation district, Beautification, Marketing and Visitation, Community Capacity, Network & association support<br>Urban renewal  |

|                                   |  |
|-----------------------------------|--|
| <b>Opportunity Name:</b>          | <a href="#">U.S. Department of Transportation, Better Utilizing Investments to Leverage Development “BUILD” Transportation Grants</a>  |
| <b>Deadline:</b>                  | May 18, 2020   |
| <b>Award Information:</b>         | Total Program Funding 1 billion, Award Floor \$5 million, Award Ceiling \$25 million.  |
| <b>Description:</b>               | This annual opportunity, formerly known as the TIGER program, is intended for States, local and tribal governments or joint applicants with not more than 10% of funds to be awarded in a single state. This program supports capital and planning projects to develop surface transportation infrastructure that will have a significant local or regional impact. special consideration to projects which emphasize improved access to reliable, safe, and affordable transportation for communities in rural areas (and communities of fewer than 200,000 residents), such as projects that improve infrastructure condition, address public health and safety, promote regional connectivity or facilitate economic growth or competitiveness. |
| <b>Relevant Priority Area(s):</b> | Capital Projects: infrastructure, surface transportation, streetscape, bike paths, pedestrian areas, historic preservation   |

|                                   |   |
|-----------------------------------|---|
| <b>Opportunity Name:</b>          | <a href="#">U.S. Department of Transportation, Build America Bureau, Transportation Infrastructure Finance and Innovation Act (TIFIA) Credit Program</a>  |
| <b>Deadline:</b>                  | Rolling   |
| <b>Description:</b>               | This program seeks to leverage limited Federal resources and stimulate capital market investment in transportation infrastructure by providing credit assistance in the form of direct loans, loan guarantees, and standby lines of credit (rather than grants) to projects of national or regional significance. Project categories may include Transit-Oriented Development for local and regional projects, Transportation System projects, and Surface Transportation projects. The minimum eligible project costs for this program range from \$10 million - \$50 million. |
| <b>Relevant Priority Area(s):</b> | Capital Projects: pedestrian and bicycle infrastructure, transportation facilities, surface transportation development and improvement.   |

|                                   |  |
|-----------------------------------|--|
| <b>Opportunity Name:</b>          | <a href="#">U.S. Department of Transportation, Bicycle and Pedestrian Program</a>  |
| <b>Type of Opportunity:</b>       | <a href="#">Grants / Financing</a>   |
| <b>Contact:</b>                   | State Bicycle and Pedestrian Coordinator:<br>Margaret Havey<br>Idaho Transportation Department<br>208-334-8469 or <a href="mailto:Margaret.havey@itd.idaho.gov">Margaret.havey@itd.idaho.gov</a><br>Federal Highway Administration, Idaho Division Contact:<br>Lori Porreca<br>208-334-9180 x 132<br><a href="mailto:lori.porreca@dot.gov">lori.porreca@dot.gov</a>  |
| <b>Description:</b>               | Bicycle transportation facilities and pedestrian walkways are eligible under nearly all Federal-aid and Federal lands highway programs. State appropriated funds may be allocated to local infrastructure projects to support planned surface infrastructure and technology improvements in transportation. DOT Highway and Safety Fund programs funded and implemented at the state level include Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Strategic Highway Safety Plan, National Highway Performance Program (NHPP), Surface Transportation Block Grant Program (STBG), Transportation Alternatives (TA) Program. Accessing to these programs in the pre-implementation state is available through state coordinators and division contacts. |
| <b>Relevant Priority Area(s):</b> | Capital Projects: pedestrian and bicycle infrastructure, transportation facilities, surface transportation development and improvement.  |

|                                   |   |
|-----------------------------------|---|
| <b>Opportunity Name:</b>          | <a href="#">National Endowment for the Arts, Our Town Grants</a>  |
| <b>Deadline:</b>                  | August 6, 2020  |
| <b>Award Information:</b>         | \$25,000 - \$150,000  |
| <b>Description:</b>               | This creative placemaking grants program supports projects that integrate arts, culture, and design activities into efforts that strengthen communities by advancing local economic, physical, and/or social outcomes. These projects require a partnership between a local government entity and nonprofit organization, one of which must be a cultural organization; and should engage in partnership with other sectors (such as agriculture and food, economic development, education and youth, environment and energy, health, housing, public safety, transportation, and workforce development). Project types include Arts Engagement, Cultural Planning, Design, Artist and Creative Industry Support. |
| <b>Relevant Priority Area(s):</b> | Capital Projects: Public Spaces and Art, Cultural Facilities and Spaces, Creative Business Development  |
|                                   | Programs: Cultural Program Development and Support  |

|                                   |  |
|-----------------------------------|--|
| <b>Opportunity Name:</b>          | <a href="#">Institute of Museum and Library Services, Save America's Treasures</a>   |
| <b>Deadline:</b>                  | Forecasted for Fall 2020   |
| <b>Award Information:</b>         | \$125,000 - \$500,000  |
| <b>Description:</b>               | Save America's Treasures is a National Park Service grant program in collaboration with the Institute of Museum and Library Services, the National Endowment for the Arts, and the National Endowment for the Humanities. Designed to support the preservation of nationally significant historic properties and collections, the grant program is competitive and requires a dollar-for-dollar match. |
| <b>Relevant Priority Area(s):</b> | Capital Projects: Historic Preservation  |

|                                   |  |
|-----------------------------------|--|
| <b>Opportunity Name:</b>          | <a href="#">National Endowment for the Humanities, Digital Projects for the Public</a>   |
| <b>Deadline:</b>                  | June 10, 2020  |
| <b>Contact:</b>                   | Division of Public Programs, by Phone at 202-202-606-8269 or by Email at publicpgms@neh.gov  |
| <b>Award Information:</b>         | Total Program Funding \$1.5 million, Award Ceiling \$400,000. Est. # of Awards: 16   |
| <b>Description:</b>               | The purpose of this program is to support projects that interpret and analyze humanities content in primarily digital platforms and formats, such as websites, mobile applications and tours, interactive touch screens and kiosks, games, and virtual environments. |
| <b>Relevant Priority Area(s):</b> | Program Support: Cultural assets, which may be integrated with Capital Projects  |

|                                   |   |
|-----------------------------------|---|
| <b>Opportunity Name:</b>          | <a href="#">Institute of Museum and Library Services, Inspire! Grants for Small Museums</a>   |
| <b>Deadline:</b>                  | Forecasted release Fall 2020  |
| <b>Award Information:</b>         | \$5,000 - \$50,000  |
| <b>Description:</b>               | This special initiative of the Museums for America program is designed to help small museums implement projects that address priorities identified in their strategic plans. Inspire! has three project categories: Lifelong Learning, Community Anchors and Catalysts, Collections Stewardship and Public Access |
| <b>Relevant Priority Area(s):</b> | Capital Projects: Parks, Trails and pathways, Public Spaces   |
|                                   | Programs  |

|                                   |  |
|-----------------------------------|--|
| <b>Opportunity Name:</b>          | <a href="#">Institute of Museum and Library Services, Laura Bush 21st Century Librarian Program</a>  |
| <b>Deadline:</b>                  | Forecasted release Fall 2020   |
| <b>Award Information:</b>         | Award Ceiling \$100,000 - \$1 million, depending on project type   |
| <b>Description:</b>               | This program supports developing a diverse workforce of librarians to better meet the changing learning and information needs of the American public by: enhancing the training and professional development of library and archives professionals, developing faculty and library leaders, and recruiting and educating the next generation of library and archives professionals. Project categories include: Lifelong Learning, Community Catalysts, National Digital Infrastructures and Initiatives |
| <b>Relevant Priority Area(s):</b> | Programs: Community Capacity, Program Support for Libraries  |

|                                   |  |
|-----------------------------------|--|
| <b>Opportunity Name:</b>          | <a href="#">Blue Cross of Idaho Foundation for Health, Community Transformation Grants</a>   |
| <b>Deadline:</b>                  |  |
| <b>Contact:</b>                   | Phone: (986) 224-3658, or by Email at <a href="https://www.bcidahofoundation.org/contact-us/">https://www.bcidahofoundation.org/contact-us/</a>      |
| <b>Award Information:</b>         | Typical range is \$1,000 - \$135,000   |
| <b>Description:</b>               | This initiative supports communities with health-focused, city planning to provide environments for healthier lifestyles, especially for youth.<br>. |
| <b>Relevant Priority Area(s):</b> | Capital Projects: public spaces, trails and pathways   |
|                                   | Programs: recreation district  |



|                                   |  |
|-----------------------------------|--|
| <b>Opportunity Name:</b>          | <a href="#">Laura Moore Cunningham Foundation</a>  |
| <b>Deadline:</b>                  |  |
| <b>Contact:</b>                   | By Email at <a href="mailto:lmcf_idaho@msn.com">lmcf_idaho@msn.com</a>   |
| <b>Award Information:</b>         | Typical award range is \$5,000 - \$100,000   |
| <b>Description:</b>               | Grant funds support non-profit organizations providing educational programs for children, community improvement and and programs in underserved communities and for underserved populations. |
| <b>Relevant Priority Area(s):</b> | Capital Projects: Parks, Trails and pathways, Activity center, Library, Museum and Arts Projects, Library,   |
|                                   | Programs: Museum and Arts programming, Recreation  |

|                                   |   |
|-----------------------------------|---|
| <b>Opportunity Name:</b>          | <a href="#">Union Pacific Foundation, Local Grants Program</a>  |
| <b>Deadline:</b>                  | April 1, 2020 – May 1, 2020 (annual opportunity)  |
| <b>Award Information:</b>         | Typical Range \$2,500 - \$10,000  |
| <b>Description:</b>               | <p>This opportunity provides funding for direct services and efforts that build the capacity of organizations. Local grants support the local economy by building and enhancing community spaces that contribute to the distinct identity of a city or town, creating destinations where families, businesses, and visitors want to be. The following objectives are supported:</p> <ul style="list-style-type: none"> <li>• Create, sustain or expand upon artistic and cultural experiences offered to a broad and diverse audience (e.g., museums, theatres, libraries, concerts, lectures, etc.).</li> <li>• Preserve and share the unique history of the local community, including projects related to train and/or Union Pacific history.</li> <li>• Provide clean, safe, and positive outdoor recreational and/or educational opportunities that foster an appreciation for our natural environment.</li> <li>• Beautify neighborhoods and main street areas in order to improve livability, promote commerce, and ultimately attract more residents, businesses, and visitors to town.</li> <li>• Plan for, create or enhance unique spaces that reflect the character of a place and take into account community members' diverse needs and desires.</li> </ul> |
| <b>Relevant Priority Area(s):</b> | Capital Projects  |
|                                   | Programs  |

|                                   |   |
|-----------------------------------|---|
| <b>Opportunity Name:</b>          | <a href="#">M.J. Murdock Charitable Trust</a>   |
| <b>Award Information:</b>         | Award Ceiling \$350,000   |
| <b>Description:</b>               | The Trust supports non-profit organizations and communities in the Northwest. From museums to performance companies to artistic incubators, organizations serving the Arts and Culture sector seek to breathe life into our communities. Funding helps preserve and share the history and heritage of communities and cultures both historical and present. |
| <b>Relevant Priority Area(s):</b> | Capital Projects: Library   |
|                                   | Program Support: Arts & History, Library, Community Organizations   |

|                                   |  |
|-----------------------------------|--|
| <b>Opportunity Name:</b>          | <a href="#">Kaboom!, Let's Play Community Construction Grants</a>  |
| <b>Deadline:</b>                  | Rolling opportunity  |
| <b>Award Information:</b>         | \$15,000   |
| <b>Description:</b>               | Keurig Dr Pepper & KABOOM! have teamed up to offer \$15,000 grants to be used toward the purchase of playground equipment. Grantees will lead their community through a self-guided planning process, using the \$15,000 grant towards the total cost of playground equipment and assembling the playground using the KABOOM! community-build model. |
| <b>Relevant Priority Area(s):</b> | Capital Projects: parks, public spaces   |

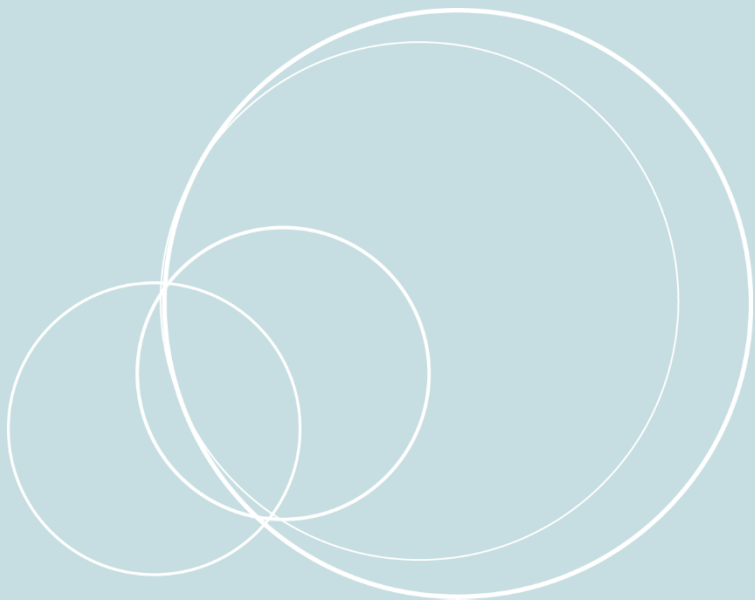
|                                   |  |
|-----------------------------------|--|
| <b>Opportunity Name:</b>          | <a href="#">National Association of Realtors, Placemaking Program Grant</a>  |
| <b>Deadline:</b>                  | October 31, 2020   |
| <b>Award Information:</b>         | Award Range is \$1,500 - \$5,000   |
| <b>Description:</b>               | The Placemaking Grant, available to state and local REALTOR® Associations, funds the creation of new, outdoor public spaces and destinations in a community. Grants support investment initiatives that increase community livability and downtown revitalization and lead to the creation of new public spaces and destinations in a community accessible to everyone and open at all |
| <b>Relevant Priority Area(s):</b> | Capital Projects: Parks, Trails and pathways, Landscaping, Public Spaces   |

|                                   |  |
|-----------------------------------|--|
| <b>Opportunity Name:</b>          | <a href="#">Loleta D. Fyan Libraries Grant</a>   |
| <b>Deadline:</b>                  | February 2021  |
| <b>Award Information:</b>         | \$5,000  |
| <b>Description:</b>               | This opportunity supports the development and improvement of public libraries and the services they provide. The project(s) must result in the development and improvement of public libraries and the services they provide, must have the potential for broader impact and application beyond meeting a specific local need, and should be designed to effect changes in public library services that are innovative and responsive to the future. |
| <b>Relevant Priority Area(s):</b> | Capital Projects: Library projects   |
|                                   | Programs: Library programming  |

|                                   |  |
|-----------------------------------|--|
| <b>Opportunity Name:</b>          | <a href="#">US Environmental Protection Agency (EPA) Cleanup Grants</a>  |
| <b>Deadline:</b>                  | December annually (estimated early submittal requirements for FY 2021)   |
| <b>Award Information:</b>         | Up to \$500,000, a 20% match is required   |
| <b>Description:</b>               | Funding for eligible entities to carry out cleanup activities at brownfield sites. An applicant must own the site for which it is requesting funding. The performance period for these grants is three years. The grant can cover 1 or multiple sites. |
| <b>Relevant Priority Area(s):</b> | Capital Projects: brownfield sites   |

|                                   |   |
|-----------------------------------|---|
| <b>Opportunity Name:</b>          | <a href="#">US Environmental Protection Agency (EPA) Assessment Grants</a>  |
| <b>Deadline:</b>                  | December annually (estimated early submittal requirements for FY 2021)  |
| <b>Award Information:</b>         | Up to \$300,000, or \$600,000 for coalition applicants  |
| <b>Description:</b>               | Assessment Grants provide funding for a grant recipient to inventory, characterize, assess, conduct a range of planning activities, develop site-specific cleanup plans, and conduct community involvement related to brownfield sites. The performance period for these grants is three years. |
| <b>Relevant Priority Area(s):</b> | Capital Projects: brownfield sites  |

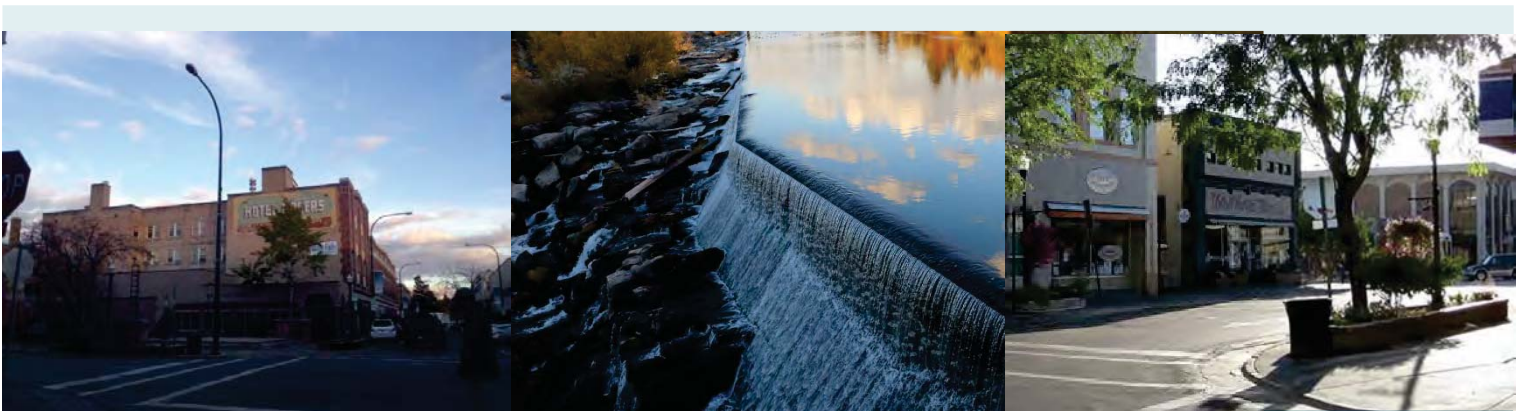
|                                   |  |
|-----------------------------------|--|
| <b>Opportunity Name:</b>          | <a href="#">HUD Choice Neighborhood Implementation Grant</a>   |
| <b>Deadline:</b>                  | November (annually)  |
| <b>Award Information:</b>         | Up to \$30 million   |
| <b>Description:</b>               | Funds for implementation of comprehensive neighborhood revitalization plans that are expected to achieve the following three core goals:<br>1. Housing 2. People and 3. Neighborhood |
| <b>Relevant Priority Area(s):</b> | Capital Projects: Neighborhood Revitalization  |





# Imagine IF...

A Public Involvement Plan for the Idaho Falls Comprehensive Plan



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## Plan Framework

Comprehensive planning processes have sweeping implications for the future of our communities and often tackle large, complicated issues. With the many requests for attention that barrage us daily, it can be difficult to stay informed of, and participate in, planning efforts that may at first glance appear to have little affect on our daily lives. This public involvement plan is an important scaffold in the framework to help ensure that all voices in Idaho Falls are heard as the City endeavors to create a plan that matches the needs and desires of the community.



### Mission

The overarching mission of this public involvement plan is to ***create an inclusive and effective public and stakeholder engagement process that captures the input, interests, and ideas of the community to ensure the long-term success and implementation of the comprehensive plan.***

### Goals

The following goals were developed to help translate the mission of this public involvement plan into actions and measurable outcomes.

1. **Ensure a representative group of stakeholders are invited and engaged throughout all phases of the comprehensive planning process.**
2. **Work with known stakeholder groups to engage other segments of the population who may not traditionally be involved in planning initiatives.**
3. **Transparently share information about the purpose, process, and potential impacts of the comprehensive plan update**
4. **Listen to the community and incorporate ideas, and address concerns, related to the comprehensive plan, its implementation, and outcomes.**
5. **Identify priority projects that are supported by the public and key stakeholder groups.**
6. **Create a vehicle for evaluation that can be utilized to track the success of outreach initiatives now, and for future processes.**
7. **Establish processes and outreach tools that are applicable to future engagement efforts.**

## Priority Topic Areas – Interview Highlights

Between December 20, 2020 and January 14, 2021 five community interviews were conducted with key informant groups which included young professionals, Idaho National Laboratory representatives, a constituent of community service providers, housing developers and housing supportive services, educational institutions, and individuals representing minority communities in Idaho Falls. A full summary of interviews and participants is included in Appendix A. The community interviews highlighted the following major themes.

1. **Housing** – Far and above the most pressing issue on the minds of interviewees was the topic of housing affordability, inventory, and support. Like many markets across the U.S. many individuals in Idaho Falls are having difficulty accessing affordable and readily available housing. Interviewees indicated the following larger trends in the market that are impacting housing in Idaho Falls.
  - a. Increasing costs of land and construction.
  - b. Materials shortages due to COVID-19 barriers.
  - c. Growth and housing demand that is outpacing new inventory entering the market.
  - d. New competition in the market coming from both out of state residents with deep pockets making cash offers, and more retirees seeking to downsize, creating additional competition for smaller units once primarily sought after by new home buyers and younger families.
  - e. Restrictive planning and zoning regulations that limit more affordable unit development including a lack of mixed-use zoning, acreage requirements, and development fees for new home construction.
2. **Transportation** – Transportation investment and accessibility were priority topic areas for many interviewees. Idaho Falls is an auto centric City with limited access to public transportation options and a wide development pattern that prohibits many from biking and walking to destinations and amenities. Interviewees revealed that existing transportation conditions have created access barriers for some members in the community – particularly those who many do not have access to a personal vehicle or would like to participate in more active modes of transportation.
3. **Economic Development and Workforce Development** – Idaho Falls has become an economic hub in Idaho and along the I-15 Corridor. While interviewees felt that Idaho Falls has created a strong and growing economy, additional efforts could be made to help create additional resiliency.
  - a. Attracting new business and major employers to the region
  - b. Continuing to invest in, and strengthen, workforce development initiatives and educational opportunities.
  - c. Utilize land use and development to create housing and activity centers that entice new employees to the region.
4. **Recreation** – Idaho Falls is home to a wealth of outdoor recreation opportunities, which attracts many visitors and serves as a positive workforce attractor. Interviewees indicated that while outdoor recreation is prolific and easily accessible, local indoor recreation facilities do not meet the needs of the community. Additional indoor recreation facilities (which could include the construction of a City owned recreation center) would benefit many populations and geographies in Idaho Falls that are currently experiencing a gap in this desired service.

## Metrics of Success

To evaluate the success of public and stakeholder engagement efforts conducted through this comprehensive planning process, the City of Idaho Falls should track the following information.

1. **Scale of Reach** – How many respondents are participating at each point of outreach? When possible compare to previous efforts from this project and past initiatives.
2. **Topic Coverage** – Are the responses providing meaningful input around key topic areas including housing, transportation, economic development, land use, recreation, and other requirements of the Local Land Use and Planning Act?
3. **Inclusivity** – Is the City receiving participation from a representative range of community stakeholders? If not, what additional outreach methods are necessary to build awareness and participation?
4. **Partner Participation** – In addition to tracking community representation, the City should monitor participation from partner agencies (State and Local Governments, Service Providers, Major Employers, other City departments, etc.). Whenever possible use this process to build stronger relationships with partners.
5. **Creating a Stakeholder Database** – The city should utilize this process to create the infrastructure to make future engagement efforts easier. Collect email addresses and contact information from participants who want to stay involved with the City.

The planning team should create a regular evaluation schedule and adjust the approach depending on the results from each engagement touch point.





## Stakeholder Analysis

Achieving the mission and goals put forward in this public involvement plan begins with appropriately identifying broad audiences and key stakeholders that will be impacted by the recommendations and strategies of the comprehensive plan. This plan identifies 11 targeted stakeholder groups that will need to be consulted, involved, and informed throughout this process in addition to the regular engagement of the general public. These identified groups represent interests that are either traditionally underrepresented in planning efforts or are organized around key issues facing Idaho Falls. Each of these stakeholder groups brings a unique perspective to issues facing the community. The tables on the following pages provide information about each stakeholder group, and how to best involve them throughout the process.

Priority stakeholder groups have been broken down into three tiers of involvement. Tier 1 (Consult) indicates a group that should have a prominent seat at the table and should be considered for inclusion and representation on an Advisory Committee or other working groups. Tier 2 (Involve) indicates groups that need to provide meaningful feedback throughout the process and should be specifically invited to all engagement efforts. Tier 3 (Limited Targeted Involvement) represents groups who should remain abreast of the project but may only need to be involved or consulted at specific points in the process.

### Tier 1 Stakeholders - Consult

- State and Local Governments and Agencies
- Community Service Providers
- Developers and Real Estate Professionals
- Mobility and Transportation Providers and Advocates

### Tier 2 Stakeholders - Involve

- Neighborhoods
- Educational Institutions
- Minority Communities
- Business Community and Major Employers
- Young Professionals
- Agricultural Interests

### Tier 3 Stakeholders - Limited Targeted Involvement

- Utilities and Service Providers

## Priority Stakeholder Tables

| <b>Priority Stakeholder Group</b>               | <b>Stakeholders and Associated Constituent Groups</b>   | <b>Barriers to Participation</b>  | <b>Involvement Methods</b>  |
|---|---|---|---|
| <b>State and Local Governments and Agencies</b> | <ul style="list-style-type: none"> <li>Bonneville County</li> <li>Bonneville Metropolitan Planning Organization</li> <li>City of Ammon</li> <li>City of Blackfoot</li> <li>City of Idaho Falls Departments</li> <li>City of Rigby</li> <li>Idaho Falls Chamber of Commerce</li> <li>Idaho Falls Redevelopment Agency</li> <li>Idaho Department of Agriculture</li> <li>Idaho Department of Education</li> <li>Idaho Department of Labor</li> <li>Idaho Department of Transportation</li> <li>U.S. Forest Service</li> </ul>                   | <p>Few barriers to participation. Some past relationships may impact the willingness of these partners to commit to larger initiatives and the planning process.</p> <p>The largest barrier is finding the right connection at each agency who will be willing to champion opportunities for partnership.</p>   | <p><b>Tier 1</b> – Consult throughout the process. Invite to Advisory Committee meetings and lean on these partners to help distribute surveys, workshop invitations and other promotions of engagement.</p> <p>This planning process is an ideal time to strengthen partnerships, align goals and priorities, and establish connections for future collaboration.</p>  |
| <b>Community Service Providers</b>              | <ul style="list-style-type: none"> <li>What IF Foundation</li> <li>Eastern Idaho Community Action Partnership</li> <li>Habitat for Humanity</li> <li>United Way of Idaho Falls</li> <li>Idaho Falls Senior Citizen's Community Center, Inc.</li> <li>Vista Family Services</li> <li>Idaho Falls Interfaith Community</li> </ul> <p><b>Constituent Groups</b></p> <ul style="list-style-type: none"> <li>Low to moderate income populations</li> <li>Renters and homeowners</li> <li>Minority demographics</li> <li>Senior Citizens</li> </ul> | <p>Service providers have limited capacity and are often underfunded, which can create staffing barriers for more committed participation.</p> <p>The constituents this group represents and serves individuals who experience barriers to participation including.</p> <ul style="list-style-type: none"> <li>Non-traditional work schedules</li> <li>Limited computer access</li> <li>Historic disenfranchisement from planning efforts</li> <li>Limited English language skills</li> <li>Limited transportation options</li> </ul> | <p><b>Tier 1</b> – Consult throughout the process. Invite select representatives to Advisory Committee meetings.</p> <p>These groups are critical access points to reaching stakeholders who may not traditionally be involved in City initiatives. Lean on this group to help distribute surveys, workshop invitations and other engagement efforts.</p> <p><b>Specific engagement methods:</b></p> <ul style="list-style-type: none"> <li>Survey distribution to LMI areas</li> <li>Paper surveys distributed via a volunteer network to senior citizens and demographics less likely to have regular computer access.</li> <li>Volunteer door knocking</li> <li>Utilizes churches for messaging and promotion</li> </ul> |

| <b>Priority Stakeholder Group</b>                          | <b>Stakeholders and Associated Constituent Groups</b>  | <b>Barriers to Participation</b>   | <b>Involvement Methods</b>  |
|--|--|--|---|
| <b>Developers and Real Estate Professionals</b>            | <ul style="list-style-type: none"> <li>IdaHome Committee</li> <li>Developers</li> <li>Real Estate Agents and Brokers</li> </ul> <p><i>Constituent Groups</i></p> <ul style="list-style-type: none"> <li>Homebuyers</li> <li>Individuals seeking housing assistance and supports</li> </ul>   | This group is traditionally active and experiences few barriers to participation.  | <p><b>Tier 1</b> – Consult throughout the process. Invite select representatives to Advisory Committee meetings.</p> <p><b>Specific Engagement Methods</b></p> <ul style="list-style-type: none"> <li>Suggested focus group to provide feedback on final strategies and plan implementation recommendations</li> </ul>  |
| <b>Mobility and Transportation Providers and Advocates</b> | <ul style="list-style-type: none"> <li>Idaho Transportation Department</li> <li>Bonneville Metropolitan Planning Organization</li> <li>Greater Idaho Falls Transit</li> <li>Idaho Falls Public Works</li> <li>Bonneville County Public Works</li> </ul> <p><i>Constituent Groups</i></p> <ul style="list-style-type: none"> <li>Cyclists and walkers</li> <li>Public transportation users</li> <li>Medical transportation users</li> <li>Mobility advocates</li> </ul> | <p>Transportation providers are traditionally involved and have few barriers to participation.</p> <p>Transportation advocates and constituents are typically represented in engaged in engagement efforts and could be utilized to reach mobility limited members of the community.</p>   | <p><b>Tier 1</b> – Consult throughout the process.</p> <p><b>Specific Engagement Methods</b></p> <ul style="list-style-type: none"> <li>Suggested focus group for providers to provide feedback on final strategies and plan implementation recommendations.</li> <li>Mobility advocates focus group or interviews.</li> <li>Utilize mobility advocates to distribute surveys and information to members of the community who may be mobility limited.</li> </ul>   |
| <b>Educational Institutions</b>                            | <ul style="list-style-type: none"> <li>Idaho Falls School District 91</li> <li>Bonneville Joint School District 93</li> <li>College of Eastern Idaho</li> <li>University of Idaho, Idaho Falls</li> <li>Idaho State University</li> <li>Idaho Education Association</li> </ul> <p><i>Constituent Groups</i></p> <ul style="list-style-type: none"> <li>Youth</li> <li>Parents and families</li> </ul>  | <p>Few barriers to participation. Educational institutions are traditionally involved or informed in community initiatives.</p> <p>Youth are often underrepresented in community engagement efforts. This group is often unaware of ongoing engagement and initiatives and outreach methods typically overlook this demographic.</p> | <p><b>Tier 2</b> – Involve and provide ample opportunities to provide feedback on plan elements and specific recommendations.</p> <p><b>Specific engagement methods:</b></p> <ul style="list-style-type: none"> <li>Focus groups with the Idaho Falls Education Association</li> <li>Student engagement with surveys and presentations in classrooms</li> <li>Compass Academy</li> <li>University and College distribution lists for surveys</li> <li>Utilize social media campaigns</li> <li>Provide incentives for participation</li> </ul> |

| <b>Priority Stakeholder Group</b>             | <b>Stakeholders and Associated Constituent Groups</b>   | <b>Barriers to Participation</b>  | <b>Involvement Methods</b>   |
|---|---|---|--|
| <b>Minority Communities</b>                   | <ul style="list-style-type: none"> <li>Idaho National Laboratory (diverse workforce and international recruitment efforts)</li> <li>Idaho Community Action Network</li> <li>Community Council of Idaho</li> <li>Idaho Falls African American Alliance</li> </ul> <p><b>Constituent Groups</b></p> <ul style="list-style-type: none"> <li>Hispanic Population</li> <li>International community</li> <li>Immigrant and refugee populations</li> <li>Other ethnic and cultural minority groups</li> <li>Native American Populations</li> </ul> | <p>This group traditionally experiences significant barriers to participation. Significant barriers include:</p> <ul style="list-style-type: none"> <li>Limited English language skills</li> <li>A lack of available translation services and translated materials</li> <li>More likely to have limited computer access</li> <li>Historic disenfranchisement from planning efforts and community investments</li> </ul> | <p><b>Tier 2</b> – Involve and provide ample opportunities to provide feedback on plan elements and design.</p> <p><b>Specific engagement methods:</b></p> <ul style="list-style-type: none"> <li>Spanish radio</li> <li>Translated materials, including postcards and flyers</li> <li>Community Council of Idaho via Headstart and housing services</li> </ul>  |
| <b>Business Community and Major Employers</b> | <ul style="list-style-type: none"> <li>All businesses in Idaho Falls</li> <li>Idaho Falls Chamber of Commerce</li> <li>Idaho Falls Auditorium District</li> <li>Idaho Falls Small Business Development Center</li> <li>Idaho National Laboratory</li> <li>Eastern Idaho Regional Medical Center</li> </ul>  | <p>This group experiences few barriers to participation and are often involved in community efforts.</p>  | <p><b>Tier 2</b> – Involve and provide ample opportunities to provide feedback on plan elements and design.</p> <p><b>Specific Engagement Methods:</b></p> <ul style="list-style-type: none"> <li>Targeted business survey or focus group.</li> <li>Utilize businesses to distribute surveys, and information or display flyers to patrons and employees</li> </ul>  |
| <b>Young Professionals</b>                    | <ul style="list-style-type: none"> <li>Idaho Falls Chamber of Commerce, Young Professionals Network</li> <li>INL Young Professionals Group</li> </ul>   | <p>This group has few barriers to participation; however, they are traditionally less likely to be involved. Lack of awareness is the largest barrier facing this group.</p>  | <p><b>Tier 2</b> – Involve and provide ample opportunities to provide feedback on plan elements and design.</p> <p><b>Specific Engagement Methods:</b></p> <ul style="list-style-type: none"> <li>Targeted young professionals survey or focus groups with invitations from employers including INL and the Idaho Education Association</li> <li>Utilize downtown event boards, and public gathering spaces at CEI.</li> </ul> |

| <b>Priority Stakeholder Group</b>      | <b>Stakeholders and Associated Constituent Groups</b>   | <b>Barriers to Participation</b>   | <b>Involvement Methods</b>   |
|--|---|--|--|
| <b>Agricultural Interests</b>          | <ul style="list-style-type: none"> <li>Idaho Fam Bureau Federation</li> <li>Idaho State Department of Agriculture</li> <li>Leadership Idaho Agriculture</li> <li>Community Food Basket Farm of Idaho Falls</li> </ul> <p><i>Constituent groups</i></p> <ul style="list-style-type: none"> <li>Farmers and agricultural workers</li> <li>Rural landowners</li> </ul> | <p>This group experiences few barriers to participation and are often involved in community efforts.</p> <p>Agricultural producers may feel like the plan does not impact them directly and could reduce their interest in participating.</p>                      | <p><b>Tier 2</b> – Involve and provide ample opportunities to provide feedback on plan elements and design.</p> <p><b>Specific Engagement Methods:</b></p> <ul style="list-style-type: none"> <li>Utilize Idaho Farm Bureau Federation membership contact lists to distribute surveys and promotional materials</li> <li>Conduct a focus group of farmers, ranchers, and rural landowners.</li> </ul>  |
| <b>Neighborhoods</b>                   | <ul style="list-style-type: none"> <li>All Idaho Falls neighborhoods and their residents.</li> </ul>  | <p>Neighborhoods are more or less involved depending on socio-economic indicators and past involvement with the City. The City should make a targeted effort to connect with all neighborhoods to ensure a broader representation of geographic participation.</p> | <p><b>Tier 2</b> – Involve and provide ample opportunities to provide feedback on plan elements and design.</p> <p><b>Specific Engagement Methods:</b></p> <ul style="list-style-type: none"> <li>Neighborhood conversations. The city will set-up a meeting and engagement event to encourage neighbors to provide input on the vision, values, and goals.</li> <li>Direct mailers to announce surveys and workshops.</li> <li>Utilize neighborhood applications including Nextdoor to encourage participation.</li> </ul>          |
| <b>Utilities and Service Providers</b> | <ul style="list-style-type: none"> <li>Idaho Falls Power</li> <li>Intermountain Gas</li> <li>Idaho Falls Public Works</li> <li>Rocky Mountain Power</li> <li>Idaho Canal and Irrigation district</li> <li>Eastern Idaho Regional Wastewater Association</li> </ul>  | <p>This group experiences few barriers to participation and are often involved in community efforts.</p>   | <p><b>Tier 3</b> – inform throughout the process and seek feedback on specific plan elements relevant to each organization. These organizations should review any strategies and objectives that impact their operation and infrastructure.</p> <p><b>Engagement Note:</b> engagement opportunities promoted through physical billing distribution used to be effective at promoting awareness of engagement opportunities. In many markets this is no longer a useful or cost-effective tool due to online billing utilization.</p> |



## Proposed Outreach Methods

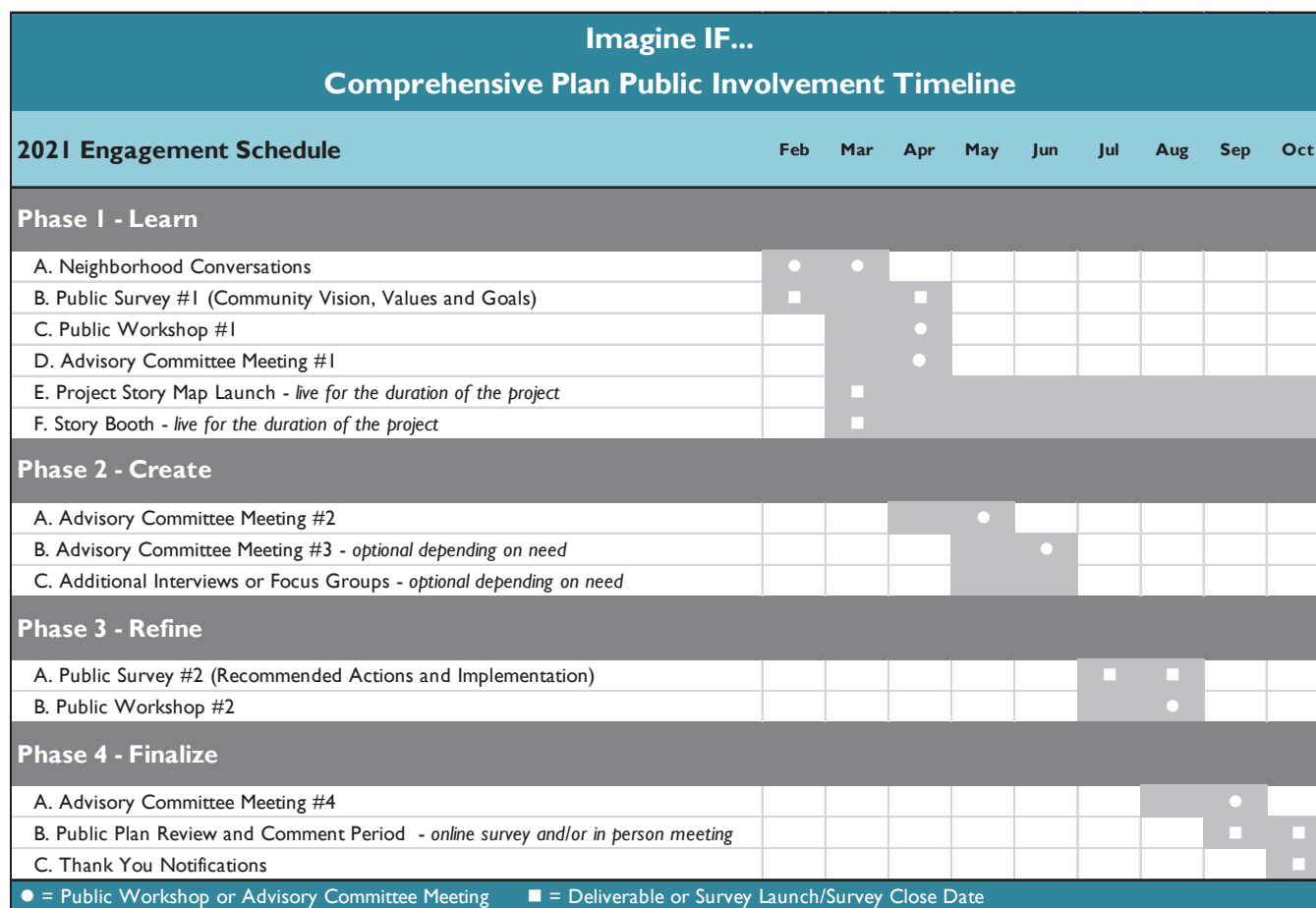
The content below highlights potential engagement methods to capture a broad spectrum of input from a diversity of stakeholder groups. The City of Idaho Falls should utilize a combination of these approaches throughout the comprehensive planning process depending on the needs, timeline, and budgetary constraints of the City.

| Engagement Method  | Key Audience   | Objectives  |
|--|--|---|
| <b>Key informant Interviews/Focus Groups</b><br><i>An initial round of key informant interviews took place between December 2020 and January 2021 as part of the preliminary involvement planning. Additional interviews could be considered throughout the comprehensive plan Update to collect specific information or reach new stakeholder groups identified throughout initial plan phases.</i> | A diverse group of area stakeholders including local and state agencies, service providers, businesses and major employers, housing developers and real estate agencies, local committees and interest groups, and specific demographics like youth or minority populations. | Interviews and focus groups provide a foundation of understanding around key issue and opportunity areas. Interviews will help our team gauge the best ways to involve stakeholders and constituents throughout the comprehensive planning Process.   |
| <b>Comprehensive plan Advisory Committee</b><br>Meet between two to four times throughout the project to review key deliverables. <ul style="list-style-type: none"> <li>Vision, values, goals, strategies</li> <li>Recommended Actions and Implementation Plan</li> </ul>   | A diverse group of key stakeholders that focuses on representatives who will more actively utilize and implement parts of the comprehensive plan.<br><br>If utilized, this group should commit to staying involved at regular intervals throughout the process.              | The Advisory Committee will serve as the community-based sounding board that will help develop the vision, values and goals for the project will provide input on the recommended strategies and implementation plan.<br><br>This group provided deeper review of plan content and serves an advisory role throughout the process.    |
| <b>Public Surveys</b><br>Develop and host three surveys that can be distributed virtually and hard copy at key locations. Surveys will coincide with the “Learn” and “Refine” project phases. It is recommended to have surveys live for two to three weeks to ensure adequate time for response analysis, followed-up by targeted outreach to groups who are not participating.                     | The general public with targeted outreach to groups and individuals who have traditionally been less involved in City initiatives and planning processes.  | The tool we recommend in the COVID environment to reach the general public to collect feedback on the vision, values and goals of the comprehensive plan. Later surveys will provide direct feedback into specific strategies and implementation.   |
| <b>Interactive Story Map (Optional)</b><br>Online for the duration of the project, launched with the first public workshop or survey   | The public and anyone interested in learning more about the comprehensive plan update  | Create a platform to share project updates and information that is visually appealing while also offering opportunities for public comment in the form of interactive comment maps, questionnaires, or short surveys. Storymaps are a product of Esri and can be developed in numerous formats depending on the needs of the project. |
| <b>Storytelling Booths</b><br>Online for the duration of the project, launched with the first public workshop or survey. Primary mode would be to collect responses online, however a physical recording booth could be set-up at in-person workshops if allowed under COVID-19 restrictions. Possible software options include: StoryKiosk, LifeOnRecord, or Vidday.                                | The public and anyone interested in learning more about the comprehensive plan update  | Host an online recording booth for members of the public to record stories, historic accounts and personal narratives related to Idaho Falls. These recordings can be archived to create an engaging history and narrative of Idaho Falls.  |

|   |   |  |
|---|---|--|
| <b>Public Workshops</b><br>Public Workshops will coincide with the “Learn” and “Refine” project phases to collect key input from the public. These workshops should have an interactive approach and should shy away from the traditional open house style. | The public and anyone interested in learning more about the comprehensive plan update | Provide the public with an opportunity to engage in-person (or online) with elements of the plan, talk to planning team staff and learn about the ongoing plan update. |
|---|---|--|

## Suggested Outreach Schedule

To capture critical public and stakeholder input throughout the comprehensive plan Update, our team recommends the following outreach schedule. This schedule should be adapted to meet shifting project timelines and can be reworked to include additional outreach events and touch points after evaluating the success of each prior project phase. All outreach methods suggested in the “Proposed Outreach Methods” table are included in this schedule.



## Phase I – Learn (February-April 2021)

- **Objective** – learn about key issues, values, and ideas from the public and key stakeholders.
- **Engagement Points**
  - ***Neighborhood Conversations*** – Conduct scheduled meetings with each identified neighborhood area. Neighborhood conversations allow interested residents an opportunity to learn about the comprehensive planning process and how to stay involved. These conversations should also provide an avenue for residents to voice their ideas about the community vision and important issue areas.
  - ***Public Survey #1*** (Community Vision, Values, and Goals)
    - Recommended addition – Community map pin drop survey
  - ***Public Workshop #1*** (Community Vision, Values and Goals)
    - Recommended Workshop Elements
      - Planning Process Overview – Informational posters
      - “What do you love most about Idaho Falls” – Large stickies on wall or poster board
      - Pindrop Map for identifying places people love and areas where there are opportunities for improvement
      - Community Data Profile – Comment and reaction cards
      - Neighborhood visioning stations
      - Agency Alley – Invite partner agencies to bring materials and discuss how their work fits into the comprehensive planning Process
    - Workshop Format – Depending on the state of COVID-19 restrictions and protocols, the workshop format can adjust between an online only event, or an in-person public workshop with online elements. If an online only event is required, our team recommends setting up a short virtual presentation and Q+A session that accompanies the online survey. Under this online only model, participants would submit their feedback primarily through the first survey, with the live presentation serving as the vehicle to address initial concerns and answer questions.
  - ***Story Booth*** – Set up the online story booth and ask respondents to record a story, memory, or historical account about Idaho Falls. We recommend keeping this online for the duration of the process and compiling everything into a publicly accessible file or database.
  - ***Project Story Map*** (Optional) – Set up an interactive home page for the project that can house project updates, interactive maps, community data and be a landing point for both the story booth and project surveys. Example story maps can be found online at <https://www.esri.com/en-us/arcgis/products/arcgis-storymaps/stories>
  - ***Advisory Committee Meeting #1*** – Recruit and convene the comprehensive plan Advisory Committee. This committee should consist of partner agencies, state and local government interests, nearby cities and Bonneville County, community service providers, developers, and landowners, and select representatives from the broader stakeholder groups. Ideally this group would be around 15-30 members committed to participating throughout the course of the project.

## Phase 2 – Create (April-June 2021)

- **Objective** – Utilize input and results from Phase 1 to inform the production and drafting of comprehensive plan elements.
- **Engagement Points**
  - ***Advisory Committee Meeting #2 and #3***– Work with the Advisory Committee to develop the plan, refine project elements. Advisory Committee Meeting #3 is optional depending on the need for additional stakeholder input for plan elements.
  - ***Interviews and Focus Groups*** – Idaho Falls should schedule any additional interviews or focus groups needed to refine and develop plan elements.

## Phase 3 – Refine (July-August 2021)

- **Objective** – Showcase the draft comprehensive plan and collect feedback on ways to improve plan elements and suggested projects. Assess whether the plan will be well received by the public as it moves through approval processes.
- **Engagement Points**
  - ***Public Survey #2*** (Recommended Actions and Implementation)
    - Recommended addition – Community map pin drop survey aimed at collecting project ideas for certain lots or geographic zones.
  - ***Public Workshop #2*** (Recommended Actions and Implementation)
    - **Recommended Workshop Elements**
      - Confirm proposed Vision, Values and Goals
      - What are your “big ideas” (projects and actions) for Idaho Falls
      - Pindrop map that replicates online map.
      - Breakout groups to discuss actions and implementation (requires dedicated time and breakout table facilitators)
      - Prioritization of suggested projects and actions by goal area.
    - Workshop Format – Depending on the state of COVID-19 restrictions and protocols, the workshop format can adjust between and online only event, or an in-person public workshop with online elements.

## Phase 4 – Finalize (September-October 2021)

- **Objective** – Refine the comprehensive plan, finalize, and move the plan through approval processes.
- **Engagement Points** –
  - ***Advisory Committee Meeting #4***– Present the final plan to the Advisory Committee for final review and comment. Partner agencies and committee members have this opportunity to suggest final edits and let the planning team know if there are any conflicts with planned investments or agency goals.
  - ***Public Plan Review and Comment Period*** – Host the finalized draft plan online and allow for public review and comment prior. This process should the planning team know if there are any significant public concerns that would hinder the plan from final adoption.
  - ***Thank You Notifications*** – Once the plan has been adopted send out thank you emails to partners, the Advisory Committee, and members of the public.

# Appendix A – Preliminary Plan Interview Summaries

## IdaHome Committee

**Date of Interview – 12.16.2020**

### ***In Attendance***

- Erin Cannon – Vice President, Comfort Construction
- Juan Contreras – Realtor
- Margaret Wimborne – Communications and Community Engagement Director, District 91
- Jim Francis – Idaho Falls City Council
- John Radford – Idaho Falls City Council member Radford
- Chris Pelkola Lee – Broker and Realtor
- Marsha McDaniel – Idaho National Lab
- Chad Murdock – Realtor
- Devan Thompson – Builder/Developer
- Lindsey Romankiw – Idaho Falls Planning Commission

### ***Summary and Highlights***

- **Housing affordability is a major issue facing Idaho Falls**
  - Increasing costs of living broadly impact younger families.
  - Increased cost of construction coupled with increasing demand has resulted in significant price spikes and a highly competitive housing market.
    - Materials prices have skyrocketed since the start of COVID, however the market will likely correct once production and distribution channels return to pre-pandemic levels.
  - “The real estate market has completely changed in the last 4 years. Housing is no longer affordable for lower income individuals and families. There are no units in the \$150,000 range and “fixer-uppers” that require significant investment start around \$220,000”.
  - More people are coming to Idaho Falls with outside money, this has pushed some local buyers out of the market who cannot keep up with all cash offers.
  - Retirees are competing with first time home buyers as they are downsizing – creating additional strains on affordability.
  - As people move farther from the City, transportation costs go up.
- **Development tensions create additional barriers to creating an inventory that meets the needs of the community**
  - There is tension between development of housing units in within the City and in outlying areas of the County.
  - There is demand for higher density housing, but a majority of new construction is still larger single-family homes further out from the city center and into county land.
  - Concerns about traffic and parking are common with new development proposals.
  - NIMBYSM is rampant and the planning commission has historically been swayed by these concerns.
  - The City would greatly benefit from an example or two of successful affordable, and higher density housing developments.
  - Developers default to larger single-family homes because they know they will sell.



- **Existing planning regulations are not conducive to developing affordable housing**
  - Very little mixed-use development is happening.
  - Acreage requirements limit more affordable unit development.
  - NAHB indicates that government regulations attribute 25-32% of the price of a home, which are then passed on to home buyers and renters.
- **Possible solutions to increase inventory and affordability**
  - Continue to support groups like the IdaHome Committee who can help direct resources and actions.
  - Encourage and promote a wide variety of housing choices. Show the community that there is real demand for other types of housing. Without a change to public perception of growth and development many of these issues will continue.
  - Develop “missing middle” housing inventory.
  - Seek and utilize additional funding sources to reduce the costs of new development (including the Idaho Falls Redevelopment Agency).
- **The Idaho National Labs anticipates steady growth which could place more demand on the housing market**
  - INL workers who are coming to Idaho Falls from outside of the community are experiencing difficulty finding housing that meets their interests (proximity to good schools, furnished units for those moving overseas, walkable destinations, access to public transportation).
- **The best ways to involve this group in the Comprehensive Planning Process**
  - Continue to engage all the individuals involved with IdaHome through focus groups, surveys, workgroups, etc.
  - Partner with larger employers to help disseminate surveys and engage a wider audience.
  - Make special efforts to ensure renters and younger families are involved in the conversation, as these groups often do not have the same level of stake and involvement as the landowners and developers.
  - Reach out to engineering firms to help connect with developers.
  - Involve the Grow Idaho Falls Commission.
  - Utilize CUSP.

# Idaho Falls Young Professionals

**Date of Interview – 12.21.2020**

## **In Attendance**

- Dana Briggs
- Boone (Geoffrey) Beausoleil

## **Summary and Highlights**

- **Strengths and draws of Idaho Falls for young professionals**
  - Outdoor recreation is a major draw to the area “A fantastic place to live if you like leaving town for the weekend”. People look for jobs here to be close to these recreation opportunities.
  - Quiet and peaceful place to establish roots.
  - Idaho Falls is starting to reach a critical mass where arts, culture and entertainment could thrive.
  - It is easy to be involved with the community as there are many opportunities to serve on boards and volunteer.
  - Downtown development has been great, lots of fun bars, restaurants.
  - Generally, Idaho Falls is an affordable place to live (rising housing costs have made it less so)
  - Idaho Falls as an organization is doing a good job creating opportunities, they take opportunities to make improvements even if they are not always the perfect solution.
- **Challenges facing young professionals in Idaho Falls (and opportunities for improvement)**
  - The school system (K-12) is not as strong as many folks would like. This is particularly notable for many of INL’s transplants who place a very high value on education.
  - The community is not particularly diverse.
  - Being an automobile-oriented city creates barriers for new arrivals and is a deterrent for people who are accustomed to strong transportation systems and walkable cities.
  - The Idaho Falls Airport does not have very many direct flights (Portland, Seattle, etc.). Many INL employees who regularly return to their families overseas have challenges with limited travel options and numerous connecting flights.
  - Outside of INL there are limited professional opportunities for younger populations.
- **The best ways to involve this group in the Comprehensive Plan Process**
  - Communicate through established networks (Chamber of Commerce, INL Young Professionals, Downtown events boards, etc.)
  - Utilize the College of Eastern Idaho and University Place
- **Broad Trends at INL**
  - INL has a strong young professionals’ group of about 150 members, mostly post graduate/doctoral students in the first five years of their career who are arriving from the U.S. and abroad.
  - INL is the first non-academic position for many of these individuals. Since many of these younger INL employees are coming to Idaho Falls for 2–3-year contracts they do not necessarily quickly establish deep ties to the community.
  - New employees at INL are typically trying to find rental housing units, which are limited (particularly furnished apartments) and many do not own a car upon arrival adding to the

costs of migrating to Idaho Falls. Often new employees will have an extended stay in a hotel while their furnishings are shipping from overseas.

- INL expects to hire another 5-6 thousand employees over the next five years as departments expand. Partially due to of Small module reactor development and the ongoing effects of the Energy Nuclear Leadership Act.

## Minority Communities

**Date of Interview – 01.14.2021**

### **In Attendance**

- Arnold Cantu – Clinic administrator for Community Family Clinics, serving Idaho Falls, Blackfoot and Roberts. Idaho Falls Planning and Zoning Commission.
- Juan Alvarez – INL, Deputy Laboratory Director for Management and Operations and Chief Operating Officer
- Abdalla Abou Jaoude – INL, Advanced Reactor Core Analyst Not present but sent thoughts in an email.

### **Summary and Highlights**

- **Idaho Falls is facing challenges associated with growth**
  - There is a desire to maintain a small-town feel in Idaho Falls, while simultaneously adapting to ensure access to housing, services, and amenities. Maintaining the small-town feel requires a focus on safety and security.
  - Recreation is a large part of life in Idaho Falls that is under pressure from increased population growth and reductions to open spaces.
  - The City is currently separated into activity clusters that are difficult to access without an automobile.
  - The northern part of the City needs investment as a portion of the housing is in disrepair, and some restaurants and businesses are leaving.
  - Housing affordability has become a major issue for the community.
  - The lack of public transportation is creating large barriers to creating an active city.
  - Environmental sustainability is very challenging in an auto centric city.
- **A few strong clusters of economic activity are starting to shape and define Idaho Falls**
  - Healthcare – A very competitive regional field.
  - Technology – INL and many efforts to bring tech companies to the I15 corridor.
  - Education – Accommodating the growing population of young professionals.
- **The City of Idaho Falls is increasing its demographic diversity and needs to build in inclusive processes to ensure all members of the community have opportunities to participate and thrive**
  - Hispanics make up roughly 13% of the population in the State and Bonneville County.
  - The Hispanic community faces language barriers with City signage and services. The City is hard to navigate for individuals who have limited English skills.
  - What is the best way to ensure that City services are distributed equitably?
  - INL is recruiting employees from all over the world with a huge range of ethnic, education and economic backgrounds.
- **One possible way to ensure inclusivity would be through a “Welcoming Idaho Falls” program, which could include:**
  - An audit of accessibility (both physical infrastructure and service access).
  - A review of available translation services.
  - Geospatial analysis of service centers in relation to population clusters.
- **The best ways to involve this group in the Comprehensive Plan Process**
  - Via the young professionals’ networks.

- INL is willing to arrange focus groups from population segments of their employees.
- For non-English speaking segments of the population utilize these communication methods:
  - Spanish radio
  - Translated flyers and postcards
  - Community Council of Idaho – Headstart programs, low-income housing services



## Service Providers

**Date of Interview –01.14.2021**

### **In Attendance**

- Dave Manson – Executive Director, What IF Foundation
- Jay Doman – Chief Executive Director, Easter Idaho Community Action Partnership
- Karen Lansing – Executive Director, Habitat for Humanity
- Chris Weirsema – President, CEO, United Way of Idaho Falls
- Lisa Farris – Grants administrator, City of Idaho Falls
- Valisa Say – Executive Director, Idaho Falls Senior Citizen's Community Center, Inc.

### **Summary and Highlights**

#### **Housing is quickly becoming the biggest challenge facing Idaho Falls**

- Low-income families are being priced out of the market. There are no units available for under \$200,000 and rent has increased substantially.
  - It is not just low-income families who are experiencing difficulties, median income earners are also struggling to find affordable inventory and rentals.
- Cost of materials and labor have gone up considerably the last year. Building sites are becoming harder to find and are increasing in cost.
- Habitat for Humanity has seen a 500% increase in the number of families reaching out for housing support.
- More and more people are seeking assistance, but funding has stagnated at the federal level.
- Bonneville County has 1,500 evictions coming down the pipeline, which is about \$11 million in accounts receivable.
- Even just applying for housing has become burdensome with many application fees ranging from \$75-100.
- One silver lining – affordable housing is getting talked about with a focus on creating solution.

#### **Transportation is a barrier to accessing services for many individuals in Idaho Falls**

- Seniors do not have access to readily available and appropriate transit options, which has an impact on food security.

#### **Suggested projects and actions**

- Invest in a recreational center. There are limited opportunities for community (indoor) recreation. There is a large demand for this type of space that is currently not being supplied by the market.
- Free medical and mental health clinics.
- Support and create a tiny home community.

#### **The best ways to involve this group in the Comprehensive Plan Process**

- Work closely with agencies for funding opportunities to provide coverage for services.
- Region 6 Housing Coalition.
- A public survey that is targeted for low-income areas of Idaho Falls. Habitat has previous surveys and outreach methods they can share with us.

- Send paper copies of the survey to seniors who receive meal delivery services and through food support and distribution locations. (Valisa is amenable to providing support here).
- Door knocking was successful in the past (requires volunteers and could be restricted by COVID).
- Online neighborhood meetings.
- Churches have been very successful outreach locations for the Spanish speaking community.

## Educators

**Date of Interview – 01.14.2021**

### **In Attendance**

- Hailey Mack – College of Eastern Idaho
- Margaret Wimborne – Director of Communications and Community Engagement, District 91
- Kelly Coughenour - Dean of enrollment management, District 91

### **Summary and Highlights**

#### **College of Eastern Idaho**

- Seeing substantial growth in student populations (traditional and non-traditional).
- More students staying in the local area for post-secondary educational opportunities.
- Student housing is becoming in issue for CEI who does not currently provide student housing. Rising costs of rent are burdensome to their students.
- A lack of public transportation is a concern for students who might not live within walking distance of campus.
- Space is a limiting factor for growth. Would like to acquire additional parcels to expand.

#### **District 91**

- While district 91 has not experienced significant student population growth, other schools in the area are seeing a boom in population (Bonneville School District).
- A lack of affordable housing options makes recruiting new educators more difficult.
- The school districts have great partnerships with higher educational facilities. Early college prep is functioning well, and many students receive dual credits with their coursework.

### **Suggested projects and actions**

- Improved recycling programs
- Indoor recreation facility – very limited options locally, CEI does not have a gym facility.
- Invest in outdoor recreation spaces – parks, trails, zoos, etc.
- The City could help the school districts with land allocation and additional planning support. The current relationship is very strong, and much appreciated.

### **The best ways to involve this group in the Comprehensive Plan Process**

- Directly involve CEI and the School Districts. Interviewees seemed very willing and excited to help distribute surveys, create opportunities for focus groups, or to promote additional engagement events.
  - Focus group with the Idaho Falls Education Association to help capture input from younger educators.
  - Student outreach via surveys in classes, presentations. Student government classes might be willing to utilize this time for a project.
  - Joint projects with the Compass Academy.
  - CEI is hiring many new employees and could facilitate a focus group.
  - Survey sent out through CEI's email distribution (need an incentive, like a raffle to see large participation).





**CAPITAL CITY**  
DEVELOPMENT CORP

# Old Boise Blocks on Grove Street

REDEVELOPMENT STRATEGY VISION REPORT





# Acknowledgements

CCDC operates and works on the land of the Boise Valley People. The original Boise Valley Inhabitants are descendants of:

- Burns Paiute of Oregon
- Confederated Tribes of Warm Springs, Oregon
- Fort McDermitt Paiute and Shoshone of Nevada
- Shoshone-Paiute Tribe of Idaho and Nevada
- Shoshone-Bannock of Idaho

## PROJECT TEAM



- John Brunelle – Executive Director
- Doug Woodruff – Assistant Director – Placemaking & Infrastructure
- Jordyn Neerdaels – Communications Manager
- Karl Woods – Senior Project Manager



## WORK GROUP MEMBERS, PUBLIC SUPPORT AND OTHERS WHO CONTRIBUTED

Businesses, property owners and numerous other community stakeholders and interested citizens as well as these partner agencies and community organizations:

- Ada County Highway District
- Ada County Commissioners
- Ada County Development Services
- Basque Museum
- Boise Canal Company
- City of Boise - Arts and History
- City of Boise - City Council
- City of Boise - Parks and Recreation
- City of Boise - Planning and Development Services
- Downtown Business Association
- Downtown Neighborhood Association
- Idaho Department of Labor
- Idaho Power
- Idaho Transportation Department
- Valley Regional Transit

*A full list of Visioning Workgroup members is included in the "Stakeholder Engagement" section of this report.*

## BOARD OF COMMISSIONERS



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# About CCDC

Boise's redevelopment agency, Capital City Development Corporation (CCDC), catalyzes investment in the city through its own projects and public/private partnerships. CCDC focuses its work on economic development, infrastructure, place making, and mobility in its five redevelopment districts. Agency staff work hand-in-hand with local partner organizations and companies to redevelop underutilized properties and improve public places.

## Vision

Help the Boise community thrive in a sustainable economy where an exceptional built environment and excellent business opportunities are in perfect balance.

## Mission

CCDC ignites diverse economic growth, builds attractive urban centers, and promotes healthy community design.

## Five Key Strategies

### ECONOMIC DEVELOPMENT

Cultivate commerce and grow resilient, diversified, and prosperous local economies.

### INFRASTRUCTURE

Improve public infrastructure to attract new investment and encourage best use of property.

### MOBILITY

Expand mobility choices that include parking and multiple transit modes to enable universally accessible urban districts.

### PLACEMAKING

Develop public spaces and energized environments where a blend of cultures and concentrated mix of uses create a valued sense of place.

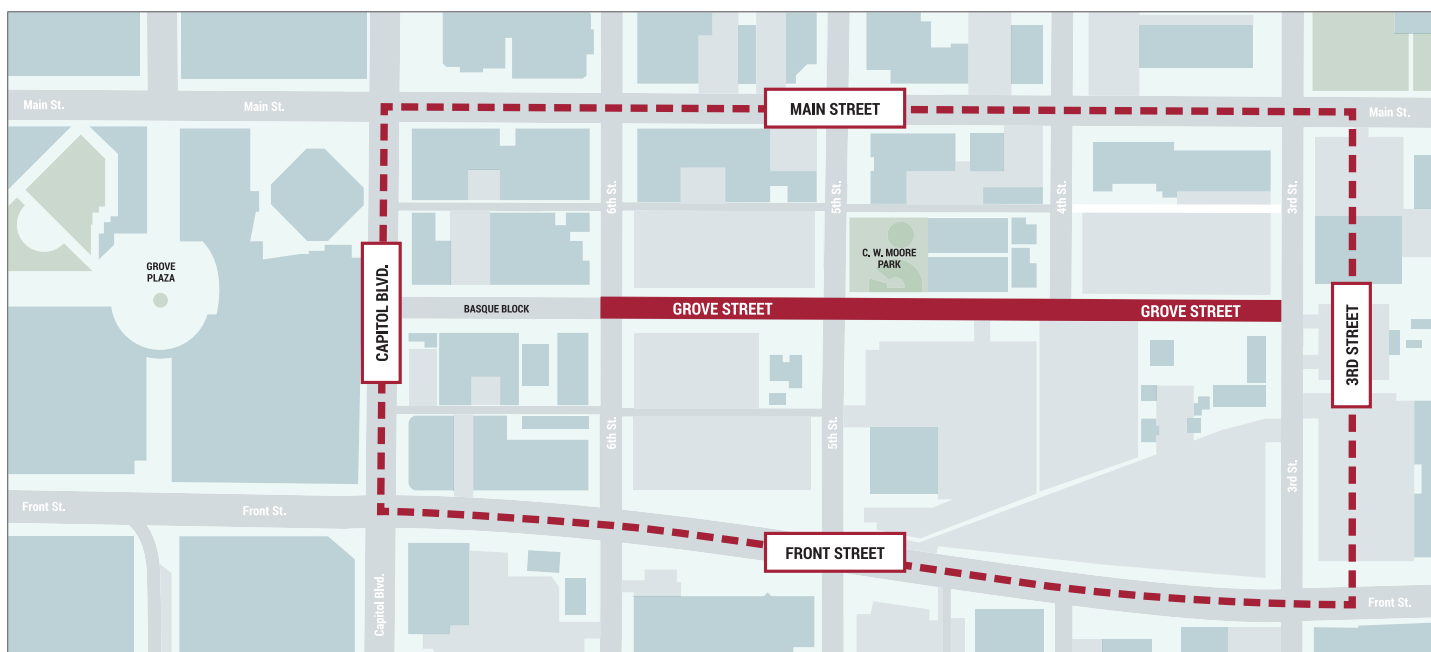
### SPECIAL PROJECTS

Invest in projects that respond to emerging revitalization opportunities including public amenities, historic preservation, and support of local arts and culture.



# Key Project Elements

The Old Boise Blocks on Grove Street, between 3rd and 6th Streets downtown, are ready for catalytic transformation. From 2019-2023, CCDC has more than \$10M in capital improvement project funding dedicated to investments in this area. This report is the final product of the effort to build a vision that was supported by both the public and key stakeholders, including developers, property owners, and public agencies. The vision and recommended actions that were developed through this collaborative process will help guide investment and future design decisions for the Old Boise Blocks on Grove Street.



## Project Area

The Old Boise Blocks on Grove Street consists of eight city blocks along the east end of Grove Street, adjacent to Boise's downtown core. The project area includes properties on the east side of 3rd Street to Capitol Boulevard and is bounded by Main and Front Streets on the north and south. Within this project area, particular focus is given to Grove Street itself between 3rd and 5th Streets, and the properties immediately adjacent to the street.

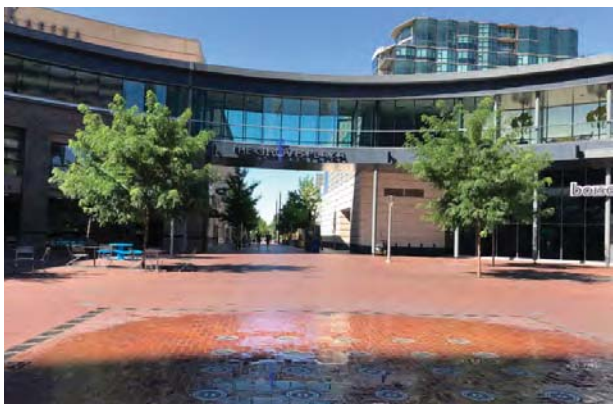
The project area is located within the broader River-Myrtle/Old Boise Urban Renewal District, which will sunset on December 31, 2024. The area features unique characteristics and history, contains several parcels with high redevelopment potential, and includes property owners and neighbors supportive of transformative investments. The area also offers critical linkages to increase mobility throughout downtown, attract more economic activity, and provide needed infrastructure such as gathering spaces, parking, retail and housing.

# Project Motivation

Old Boise - the area bounded by Idaho and Grove Streets and from Capital Boulevard toward 4th Street - is designated as a historic district by the City of Boise and listed on the National Historic Register. The area is one of downtown Boise's great assets. However, the blocks along Grove Street from 6th eastward have not seen significant investment activity in the past two decades. This area is ready for catalytic reinvestment that builds on existing assets and addresses essential needs.



Basque Block



Grove Plaza

## WHAT'S WORKING

- The area is home to beloved locations including **C.W. Moore Park** and the **Basque Block**
- There is a **high degree of support for reinvestment** amongst property owners and area stakeholders
- Proximity and convenience to **nearby live/work/learn destinations**, such as Ada County campus, Grove Plaza, LIV District and downtown
- The area is **near many successful and highly utilized spaces/amenities** in Boise, including downtown, Grove Plaza and Julia Davis Park
- The River Myrtle Urban Renewal District provides **significant reinvestment resources** that are available until the district sunsets
- There are **existing residents along the street** which is a necessary ingredient for a vibrant downtown district

## AREAS FOR IMPROVEMENT

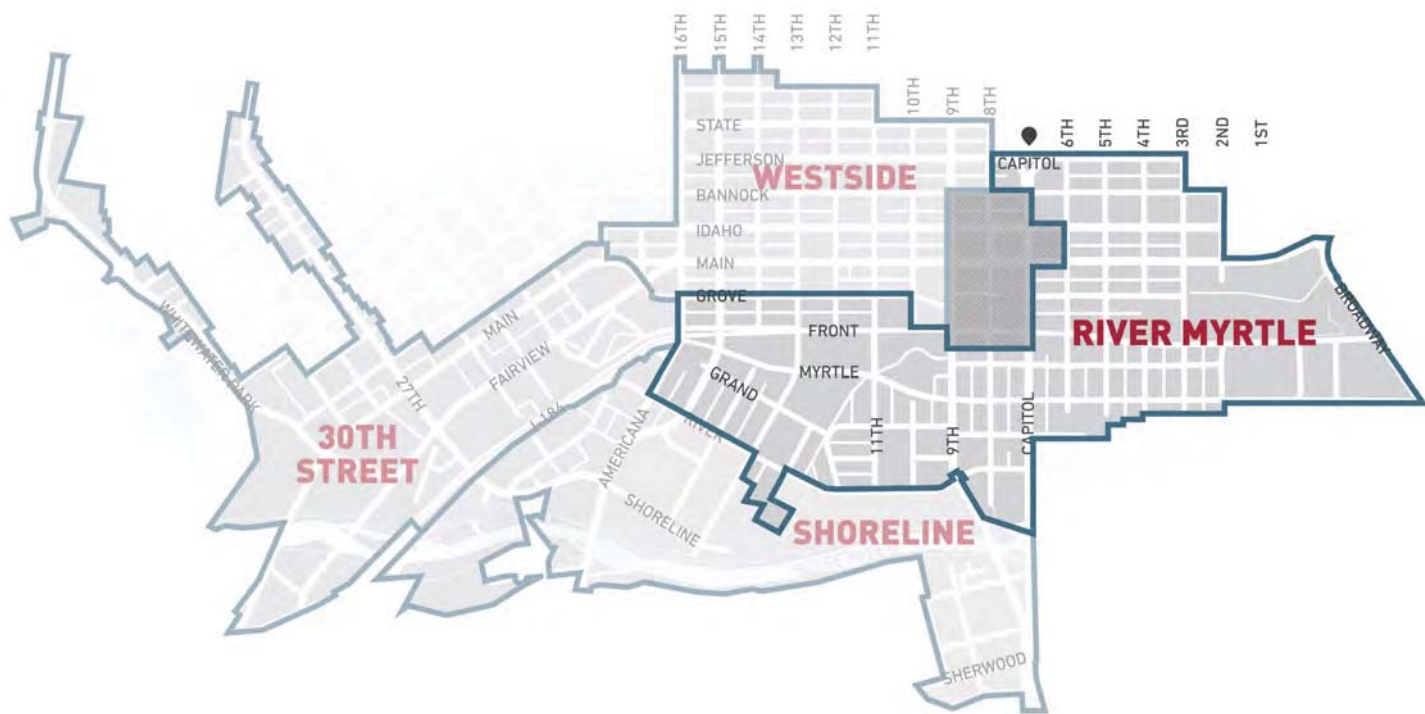
- There are only a **handful of active businesses that engage the street front**
- Land used primarily for **surface parking** covers 43 percent of the area
- There are **stormwater drainage issues**
- Compared to other parts of the city, there is an **underdeveloped tree canopy**
- The street today sees **very little pedestrian and bicycle traffic** and is not well-connected to other destinations
- There are **few attractors to the area** that draw in visitors or economic activity



Surface parking lot on Grove - there is significantly more surface parking in this area than in the rest of downtown

# THE RIVER MYRTLE URBAN RENEWAL DISTRICT

The Old Boise Blocks on Grove Street redevelopment initiative falls within the broader River Myrtle Urban Renewal District set to sunset December 31, 2024. The district was established to help guide development and investment into the project area and ensure the wholistic implementation of the 2025 Downtown Redevelopment Plan.



Treasure Valley Tree Canopy Network

## TREE CANOPY COVERAGE

Urban tree canopy coverage provides both aesthetic and ecosystem improvements for the community. A healthy tree canopy helps remove pollutants from the air, soil and water, provides shade and serves as a natural method to reduce automotive speeds on the roadway. The map to the left showcases the existing tree canopy coverage for the Old Boise Blocks on Grove Street project area. Existing canopy coverage in the project area ranges from between less than 5 to 25 percent across the eight city blocks. Increasing tree canopy to around 25 percent across the project area is a supported and realistic project goal.



# Historic Themes

The history of Boise's Grove Street tells us a great deal about the history of the city itself. Grove Street was one of the originally platted streets on the city's first plat, in 1864. Historic Sanborn Fire Insurance Maps show that the street's original alignment was slightly to the north of the current street between 4th and 10th. The city widened Grove Street three times before 1903 and has since extended it west to 16th Street. Historical records illustrate significant trends in urban development along its length, from a mixed-use residential area with lush tree groves to a commercial neighborhood dominated by the automobile industry in the mid-20th century. Today, the street is home again to residents, and is beginning its return to a dense, mixed-use corridor. In examining the history of Grove Street, five themes emerge that help describe the street's history as well as the history of the city overall:

## THEME: MIXED-USE



The overarching theme that ties together the history of Grove Street is its cycle of mixed land uses. Early historical records indicate that the street, particularly the eastern blocks situated between 3rd and 7th Streets, hosted beautiful residences as well as a variety of businesses. People's fondest memories of the street were of those early years, which seemed to be waning by 1920, when the Idaho Statesman commented that, "the beauty of Grove Street, which was well named, has about gone now..." Describing those early days, the Idaho Statesman said: "for many years Grove Street was unique in the world, with its open irrigation ditch, filled with creaking, moss grown water wheels, the banks abloom in June with briar roses..." But it was during those same years that Sanborn maps indicate the presence of livery stables, boarding houses, a lumber yard, paint shops,

named buildings, and the Y.M.C.A. The rich variety of uses was clearly what the residents loved and remembered. Increased automobile industry began to edge out other businesses beginning in 1912, a trend that is reflected in the marked increase in automobile service advertisements that appeared in the newspaper. By 1953, the majority of businesses along Grove Street were automobile-oriented. During more modern times, the street evolved into a mix of office and residential uses, predominated by parking areas. It is interesting that today, Grove Street may move toward a return to the traditional mixed-use area it once was.

## THEME: IRRIGATION



Irrigation played a crucial role in the development of Grove Street. The first Sanborn map for Boise City, recorded in 1884, indicated that the Grove Street Ditch - which diverted water from the Boise River - formed the southern city limits. Canal water irrigated numerous orchards in the surrounding area and allowed the groves of trees that gave the street its name to flourish. By the mid-1880s, newspaper reports indicate that the trees along Grove were so lush and full that they arched over the road. The ditch, known today as the Boise City Canal, provided valuable support for infrastructure and the Boise Fire Department often used its water to extinguish fires with potential to decimate the area.

Despite the canal's importance, complaints about its hazardous and unsanitary nature were common in the newspaper, leading to its ultimate disappearance from the landscape. An account from the early 1890s insisted that the ditch accumulated filth, that the "apology for a bridge in the center" was a hazard, and that the open water was dangerous to children, several of whom drowned after falling in. Casual pedestrians dumped trash and sometimes political refuse in the ditch, as they did with a Republican newspaper press following one journalist's scathing review of the Governor in 1899. As a result of the mixed feelings about the resource, the city gradually covered over the canal with pavement, starting in 1905. Newspaper records indicate that the majority of the canal was covered by the early 1930s, and today the canal remains buried beneath a line of asphalt.

## THEME: TRANSPORTATION



Transportation innovation is reflected in the history of Grove Street, particularly on the eastern end of the street. Sanborn maps from the 1880s and 1890s indicate a plethora of feed yards, corrals and barns along the route, and a stable operated on the corner of Grove and 5th from 1884 until ca. 1912. Speculation on a potential railroad near Grove Street appeared in the newspapers in the 1870s, and a section of the Oregon Short Line Railroad appeared on the Sanborn maps by 1903, though not in the same place as was originally envisioned. While the railroad ran close to Grove on the west end of the street, it was more distant on the east end, and its influence on the east end of Grove Street is less apparent. There were, however, structures that housed railroad workers near the corner of 5th and Grove Streets. The economic activity along Grove Street shifted with the advent of the automobile. Between 1912 and 1953, Sanborn maps indicate a growing trend on the street: a move away from small, local businesses mixed with residences to a primary focus on auto-related businesses, including used car lots, parking lots, mechanic shops, gas stations, and tire shops.

## THEME: INDUSTRY



Over the course of the past 150 years, a wide variety of businesses have operated along Grove Street, ranging from industry to retail shops. Livestock and lumber interests dominated the street's early history. Sanborn maps indicate that W. H. Ridenbaugh operated a lumber yard that occupied a city block at the intersection of Grove and 3rd Streets from 1888 to 1949, and multiple wagon shops, livery stables, and blacksmiths operated on the east end of Grove Street during this same era. Another major employer in the area, the Jellison stone cutting yard, briefly occupied Grove Street around the turn of the century before relocating to Main Street. A few ethnic businesses also occupied Grove Street, including members of the Basque community who operated several boarding houses and stores around the present-day Basque Block and at least two Chinese businesses, On Wo Ho Co and the Chong Wah Low Noodle House, which both operated on Grove Street in the 1920s.

## THEME: NEIGHBORHOOD



In addition commercial uses, Grove Street also boasted many beautiful residences, and was home to both prominent citizens as well as temporary boarders and even some professional women. In fact, the street was part of the first residential district in the downtown. The south side of the street remained primarily residential until the 1940s. Some of Boise's notable citizens owned and lived in large homes along Grove Street's south parcels, including Idaho State Chief Justice John Noggle, John Lemp, C. W. Moore and General Lafayette Cartee. More modest residences dotted the north side of the street and, at one time, "quaint little bridges spanned the ditch at the entrance to each home on the north side of the street." Boarding houses were also common on both sides of the street along the east blocks of Grove. Others, who did not abide by cultural norms, called the street home, too, including Dr. Addie Kester, a female physician who resided at 1109 Grove. Kester specialized in diseases that afflicted women and children. From the late 19th century and well into the 20th, a variety of immigrants from all over the world called Grove Street home. The mix of residents on the street indicates the extent of the economic, cultural, and ethnic mosaic that Grove Street represented in its early history.

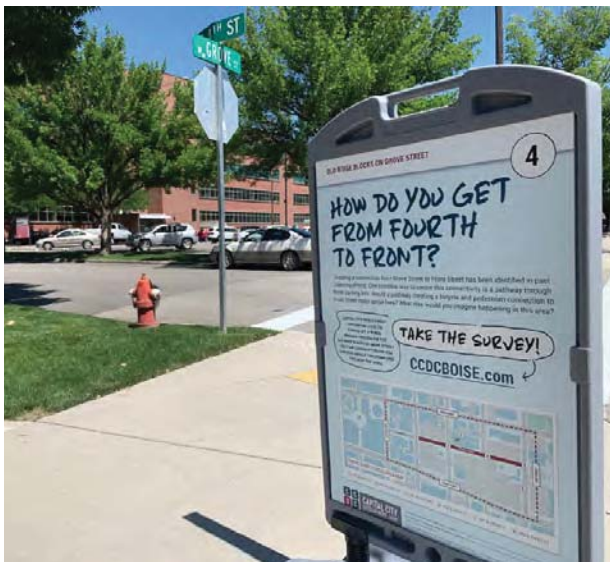
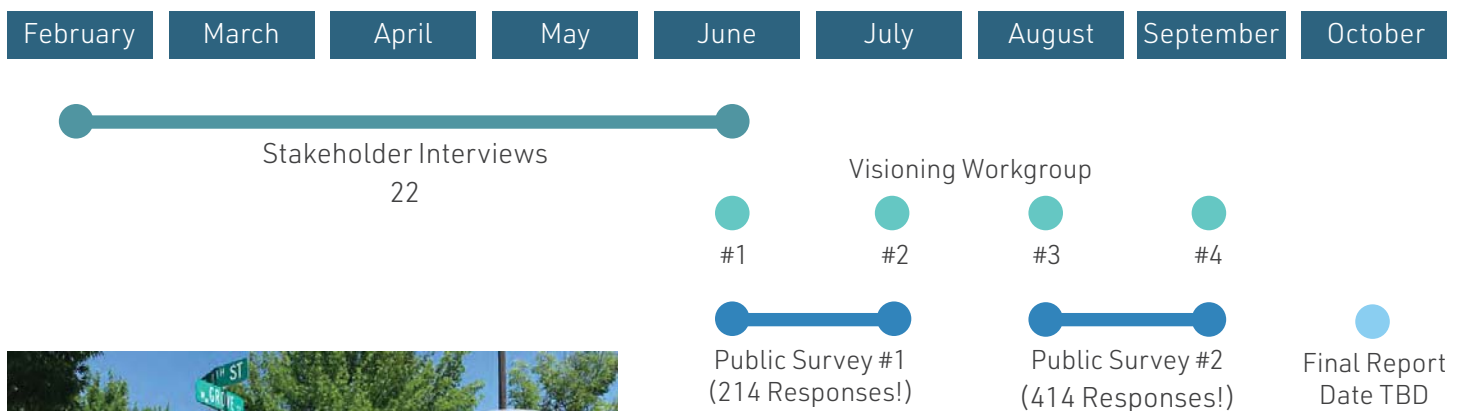
# Stakeholder Engagement

The Old Boise Blocks on Grove Street Redevelopment Strategy Visioning process featured innovative and extensive outreach that engaged area stakeholders, including local businesses, downtown residents, arts and cultural agencies and property owners. Through 22 interviews, four Visioning Workgroup meetings and two public surveys, the process reached and included input from nearly 700 respondents.

The engagement process was critical in developing a broadly-supported set of vision and design principles and providing recommendations for direct capital investments and future development. Despite limitations due to the COVID-19 pandemic, engaging and interactive tools allowed collaboration and consensus to continue, resulting in a plan that is enthusiastically supported by those involved. Notable highlights from the process included virtual “breakout room” conversations, visual preference surveys and live polling exercises.

Communications were conducted via the CCDC project webpage, social media platforms and paid social media advertising, direct emails to constituents from CCDC, the City of Boise, the Downtown Business Association, the Downtown and West Downtown Neighborhood Associations and wind signs placed at critical locations along the roadway.

## OUTREACH AND INVOLVEMENT TIMELINE 2020



Survey street sign

*“When I was a child, growing up on Grove Street, there was a real mix of cultures – Italians, Chinese, Basque – and it was nice and quiet. The street had a warm feeling, of being very safe. Like everybody on the street was a grandma to you. I would like to see it have that feeling again.”*

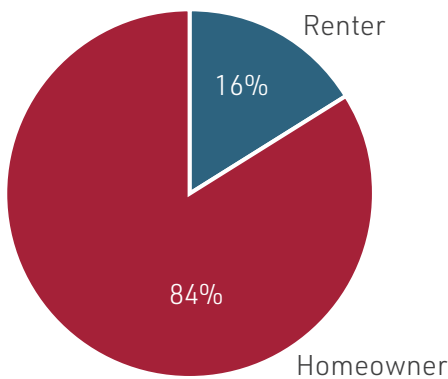
*- Basque Block Representative*

## WHO DID WE REACH?

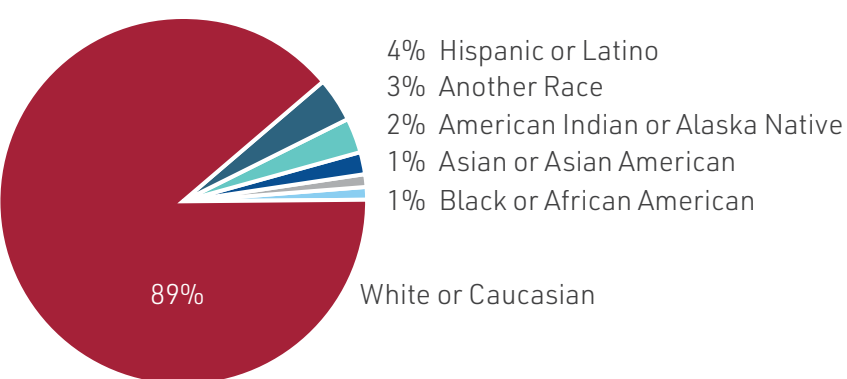
The process included feedback from 628 survey respondents over the course of two surveys. Survey demographics were collected to help build a picture of who participated in the process and will be used to inform future outreach in an effort to continue to increase diversity of participants, and promote equity and inclusion in CCDC projects.

Survey results indicate that a range of people participated, including both renters and homeowners, and that responses approximately reflected the ethnic and racial make-up of the City as a whole. However, renters and lower-income households responded at a lower rate, demonstrating that further effort should be put into connecting with these groups in future outreach processes.

**Respondent Homeownership**



**Respondent Race**



## WORKGROUP MEMBERS

The Visioning Workgroup met four times between June and September 2020 and featured broad stakeholder representation by downtown residents, arts and cultural organizations, local businesses, area property owners, local developers, and public agencies. Special thanks to the following individuals for their commitment to the success of this vision.

Alex Markle  
Amy Wray  
Annie Gavica  
Betty Heath  
Bosco (Henry) Baldwin  
Cecil Wilcomb  
Cecilia Awusie  
Christy Little  
Clay Carley  
Daren Fluke  
Dean Pape  
Deanna Dupuy  
Ed Orbea

Gary Zimmerman  
Hawk Stone  
Heather Lile  
James A Kissler  
Jan Carley  
Jeff Heath  
Jeff May  
Jennifer Mauk  
Jennifer Tomlinson  
Jimmy Hallyburton  
Joe Bruce  
Joely Rhodes  
John Roldan

Karl Adamowicz  
Karl LeClair  
Karlee May  
Kati Stallings  
Keith Reynolds  
Kevin Settles  
Martin Bilbao  
Mary Stadstad  
Miren E. Artiach  
Nancy Kois  
Nancy Merritt  
Nina Schaeffer  
Patty Miller

Richard Beck  
Shannon Cook  
Stephanie May  
Stephen Hunt  
Tim Flaherty  
Timothy R Wilcomb  
TJ Wilcomb  
Tony Eiguren  
Travis Wright  
Trevor Kesner  
Zach Piepmeyer



# Envisioning a New Old Boise Blocks

Through an in-depth public and stakeholder involvement process, our team collaboratively developed the following vision statements that capture the ideas and desires for the future of the Old Boise Blocks on Grove Street.

## The Vision

### HIGHLIGHT HISTORY AND CULTURE

The Old Boise Blocks on Grove Street have a rich cultural and historic background that should be incorporated and preserved in the form and function of the area. Complimenting the existing Basque Block should be emphasized.



### FOCUS ON A MIX OF USES

This area should develop as a mixed-use space, with housing for all income levels, office spaces, retail and restaurants as well as public spaces that can be used for a variety of activities.

### EXPLORE WAYS TO INTEGRATE WATER FEATURE/CANAL

Incorporate the canal and irrigation history into the design of Grove Street in some capacity. Safety, year-round aesthetics, liability and other issues should be addressed in the design.



### ACTIVATE THE AREA

Increase activity in the area, including more pedestrian and bicycle traffic, events and opportunities to socialize. Ultimately repurpose all surface parking to better utilize those parcels and draw people into the area.

### INVEST IN PUBLIC SPACES

Design Grove Street to function as a festival street with a nearby open and green public spaces. Street operations and infrastructure should be designed to make use of the street and public spaces easy. Keep and improve C.W. Moore Park and potentially add additional park or plaza space.



## DESIGN WITH ECOLOGICAL FOCUS

Integrate sustainable infrastructure – for example, through protecting and expanding the local tree canopy, building green infrastructure storm water systems, encouraging green building design, extending waste and recycling receptacles and services into the area and placing emphasis on alternative mobility options.



## EMPHASIZE PRIMACY OF THE PEDESTRIAN

Create a walkable and bike-friendly environment with characteristics such as wide sidewalks, and integrated bike facilities (bike lanes, bike racks, etc.). Automobiles should be accommodated in parking garages and diverted from Grove Street as much as possible through circulation planning.

## CREATE MORE CONNECTIVITY

Ensure routes and crossings from Grove Street to other destinations – such as Julia Davis Park, the Grove Plaza and other parts of downtown – are well-marked and as comfortable as possible for pedestrians and bikes. Add new pathways where needed to improve pedestrian and bike connectivity.



## BUILD AT A COMPATIBLE SCALE WITH EMPHASIS ON STREET LEVEL INTERACTIONS

The Street level façade should evoke a downtown neighborhood character that is consistent with the Basque Block and the rest of downtown while allowing for a mix of low, medium and high-rise development.

## COMPLEMENT THE BASQUE BLOCK

New development and investments should be designed to enhance and create a relatively seamless experience along the entire Old Boise Blocks area while maintaining a distinct and unique feeling on the existing Basque Block. Replicating design features from the Basque Block – such as rolled curbs, street lighting and greenery as well as street dimensions and frontage building scale – are ways to create a unified form and feeling on Grove, while changes to public art and streetscape details can help distinguish the Basque Block from other blocks.

*“These ten vision statements were positively received by the public and area stakeholders. Respondents to the second public survey indicated by a wide margin that these statements generally reflected their vision for the future of the area.”*

# Recommended Design Principles

The Old Boise Blocks Workgroup and survey respondents from the general public largely agreed on the most important design elements they would like to see integrated into the Old Boise Blocks on Grove Street. These elements are intended to create distinct form and function for the district and inform development and investment in the area. Design principles aim to ensure creation of a unique and authentic experience of “Old Boise” - recognizing its many past iterations and opening up potential for this history to live on and be reinterpreted in years to come.



*Historic noodle shop*



*Historic signage*



*Historic water wheel*



*Integrated historic signage*

## PRINCIPLE 1: DISTINGUISH THE AREA THROUGH AUTHENTIC HISTORIC AND CULTURAL REFERENCES

- Emphasize the important legacy and continued role of immigrant communities in Boise
- Create cohesive integration with the Basque Block
- Use interpretive design elements in both public and private projects to share Grove Street's history
- Interpret and incorporate the canal, water wheels and orchards of early Boise settlement
- Encourage modern reinterpretations through art installations such as murals and street-level sculpture



*Integrated canal elements*  
*iStock.com/Nicole Silvestri*



*Art mural*



*Cultural celebration elements*





*Mixed use or mixed-height design*



*Mixed use housing types*



*Mixed use within building*

## PRINCIPLE 2: PROMOTE A MIX OF USES FOUND IN TRADITIONAL NEIGHBORHOOD DESIGN

- Incorporate multi-unit and mixed-income housing opportunities
- Attract local shops, retail and restaurant space, especially at street level
- Include office and work space
- Mix uses on parcels and within buildings, where possible
- Use undeveloped spaces for parks and plazas (not surface parking)



*Street level shops, retail and restaurants*



*C.W. Moore Park plaza space*

## PRINCIPLE 3: PROVIDE GATHERING SPACES AT SEVERAL SCALES

- Design Grove as a “festival street”
- Connect the street to off-street public gathering spaces such as C.W. Moore Park and additional new park space
- Encourage private development to create gathering spaces that interact with the street, such as small-scale “foyer” plazas or covered sidewalk cafes or market space



*Festival street elements*  
iStock.com/georgealmanza



*Temporary street activation*



Bicycle infrastructure/pathway  
iStock.com/Lanski

## PRINCIPLE 4: DESIGN FOR COMFORTABLE WALKING AND BIKING

- Emphasize accommodations for bikes and pedestrians in the street design and circulation
- Solve for parking through structured parking and mobility planning
- Create wayfinding and pathways that connect the neighborhood to key destinations



Tree canopy  
Credit: Treasure Valley Canopy Network

## PRINCIPLE 5: INCORPORATE ECOSYSTEM DESIGN PRINCIPLES

- Expand tree canopy and greenery elements in this area through use of "green walls" and other features
- Create blue green stormwater infrastructure and capture systems
- Use traditional canal irrigation where possible
- Incorporate green building design



Canal



Blue green pathway



Green infrastructure



# Transformation Plan

Implementing the vision for the Old Boise Blocks on Grove Street will require the collaboration of public and private partners, and both large investors who can bring catalytic projects and small investors, who are willing to start businesses, host events and share their culture and history. Collective will and coordinated investment can drive thoughtful, desirable change that results in a beloved and unique place.

## Supported Investments

The following projects and efforts represent ideas identified and widely supported by both the general public and Workgroup members. These projects were evaluated and elevated based on whether they helped implement the vision and would transform the area in accordance with stated design principles. Likely lead or type of partnership for each investment is suggested, and projects that had higher degrees of support from the public and/or the Workgroup are identified.

### Top 5 highly supported public investments from responses to Old Boise Blocks public survey:

1. Plant additional shade trees and green landscaping
2. Streetscape improvements on Grove Street
3. Create a new public park, plaza or green space along Grove Street
4. Highlight or uncover the Boise City Canal or create public water feature highlighting the canal
5. Create a pedestrian and bicycle pathway connection from the East End of Grove Street to Broadway Avenue

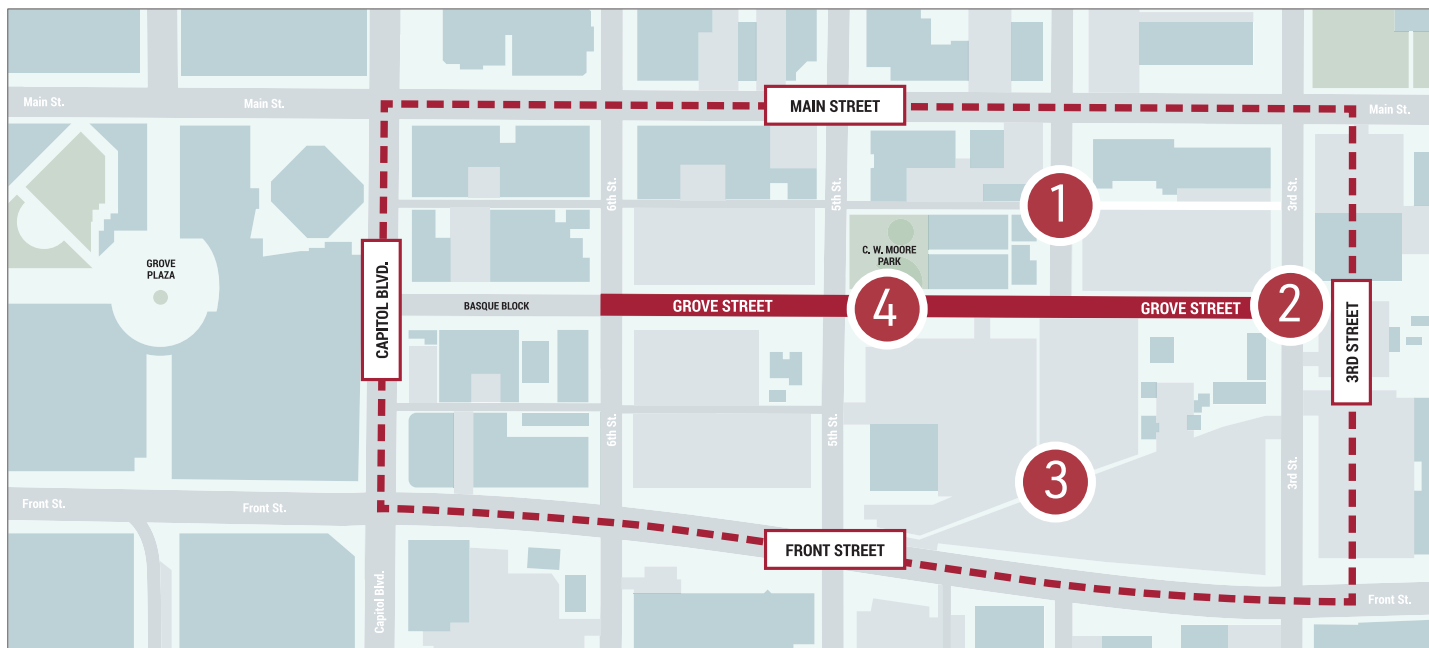
| SUPPORTED INVESTMENTS  | Likely Lead or Partnership Type | Identified Public High Priority |
|--|---------------------------------|---------------------------------|
| Connectivity and Mobility Projects   |                                 |                                 |
| Bike and pedestrian facilities improvements on Grove Street  | Public                          |                                 |
| 4 <sup>th</sup> Street extension bicycle and pedestrian pathway (connecting Grove and Front Streets)           | CCDC                            |                                 |
| Grove Street to Broadway Avenue bicycle and pedestrian pathway (ties into this area at 3 <sup>rd</sup> Street) | Public                          | ★                               |
| Alleyway improvements along 4 <sup>th</sup> Street   | CCDC                            |                                 |
| Structured parking (to divert vehicle traffic from Grove Street)   | CCDC                            | ★                               |
| 5 <sup>th</sup> and 6 <sup>th</sup> Streets two-way configuration  | Public                          |                                 |
| Street signage and wayfinding  | Public                          |                                 |
| Nearby transit   | Public                          |                                 |



| SUPPORTED INVESTMENTS   | Likely Lead or Partnership Type | Identified Public High Priority |
|---|---------------------------------|---------------------------------|
| Infrastructure Improvement Projects   |                                 |                                 |
| Streetscape investments on Grove Street from 3 <sup>rd</sup> Street to 6 <sup>th</sup> Street <ul style="list-style-type: none"> <li>• Surface treatments</li> <li>• Seating</li> <li>• Lighting</li> <li>• Landscaping</li> <li>• Sidewalk redesign</li> <li>• Integration of public art and historic elements</li> </ul>  | CCDC                            | ★                               |
| Streetscape improvements on 3 <sup>rd</sup> Street  | CCDC                            |                                 |
| Public restrooms  | Public-Private                  |                                 |
| Stormwater infrastructure (including blue-green infrastructure elements)  | Public                          |                                 |
| Use of Boise City Canal for irrigation  | Public-Private                  | ★                               |
| Festival Street infrastructure <ul style="list-style-type: none"> <li>• Hardware for temporary overhead lighting, coverings or art</li> <li>• Bollards</li> <li>• Electrical/power connections</li> <li>• Temporary stage and pop-up event area</li> </ul>  | Public                          | ★                               |
| Recycling and trash collection  | Public-Private                  | ★                               |
| Placemaking Projects  |                                 |                                 |
| Interpretive installations that recognize the importance of past, present and future immigrant populations  | Public                          | ★                               |
| Give prominence to Boise City Canal as a unique element within this area of downtown through uncovering or other feature  | Public-Private                  | ★                               |
| Parcel acquisition with the intent to catalyze mixed-use development and housing – parcels of interest for redevelopment: <ul style="list-style-type: none"> <li>• Ada County “triangle lot” at the Corner of 4th and Front</li> <li>• State of Idaho Department of Labor surface lot and building on the north side of Grove between 3rd and 4th</li> <li>• Privately held parcels currently used for surface parking</li> </ul> | CCDC                            | ★                               |
| Enhancements to C.W. Moore Park to: <ul style="list-style-type: none"> <li>• Further orient toward and interact with Grove Street</li> <li>• Retain authentic historic elements and possibly relocate other elements to their original locations in downtown</li> <li>• Allow event space extension from Grove Street into the park</li> </ul>  | Public                          |                                 |
| Installation of additional shade trees (street trees as well as on private land) and greenery such as planters, hanging baskets and green walls   | Public-Private                  | ★                               |
| New downtown urban park or plaza  | Public-Private                  | ★                               |
| Programming pop-up and temporary events   | Public-Private                  |                                 |
| District brand and identity materials   | Public-Private                  |                                 |

# Transformational Nodes

Some of the key investments identified through this process are clustered, and these “catalytic street corners” are identified on the “Transformational Nodes” map.



- 1 Alleyway improvement and surface parking conversion
- 2 3rd Street bike and pedestrian improvements and east-west pathway connection to Broadway Avenue
- 3 Surface parking conversion, development of traditional small block pattern that links to existing street grid, creation of 4th Street pathway extension
- 4 Grove streetscape investments, improved interaction between C.W. Moore Park and Grove Street, blue-green infrastructure

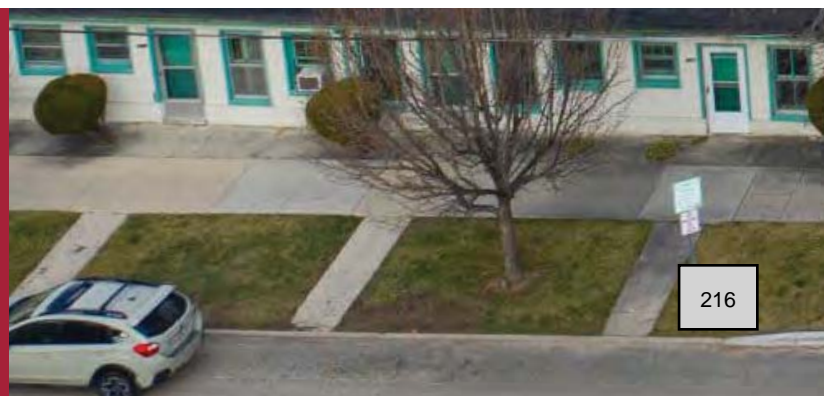
## Process Recommendations

- Include a historian and artist on the design team to ensure that the rich history of the Old Boise Blocks on Grove Street is integrated into design recommendations.
- Consult with Boise’s immigrant communities to inform project designs and ensure that their histories are authentically reflected in public investments, as appropriate.
- Involve the Old Boise Blocks on Grove Street Visioning Work Group in the design phase of the Redevelopment Strategy process.
- Focus on encouraging strong public-private partnership, particularly with private landowners and developers who are willing to assist in the implementation of the vision.
- Continue to communicate with and involve the public and key stakeholders throughout the design and implementation process.
- Articulate a brand for the Old Boise Blocks on Grove that grounds the district’s identity.



# Old Boise Blocks on Grove Street

## REDEVELOPMENT STRATEGY VISION REPORT





## **Ketchum Urban Renewal Agency**

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**P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340**

September 20, 2021

Chair and Board of Commissioners  
City of Ketchum  
Ketchum, Idaho

### **Recommendation to Accept Engagement Letter 50073 From Workman & Company for Audit Services**

#### Introduction/History

The Ketchum URA is required under section 50-2006 of the Idaho Statutes to conduct a full and complete audit of the financial statements each fiscal year. The URA has used Dennis R. Brown CPA as its auditor for the last several years and staff seeks to continue that relationship for the current fiscal year. The institutional knowledge of the current audit team will provide the Commissioners a basis for comparative financial analysis of the URA.

#### Current Report

The audit team expects to begin in early November with a completed audit in January 2022.

#### Financial Requirement/Impact

The FY 21 proposed budget includes funding for the audit.

#### Recommendation

I respectfully recommend that the Board of Commissioners accept the engagement letter from Workman & Company for FY 21 audit services.

#### Recommended Motion

*"I move to approve Engagement Letter 50073 with Workman & Company for audit services for fiscal year 2021."*

Attachment: Engagement Letter 50073



# WORKMAN & COMPANY

Office of  
Accounting

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

July 20, 2021

Ketchum Urban Renewal Agency  
P.O. Box 2315  
Ketchum, Idaho 83340

We are pleased to confirm our understanding of the services we are to provide the Ketchum Urban Renewal Agency (Agency) for the year ended September 30, 2021. We will audit the financial statements of the governmental activities including the related notes to the financial statements, which collectively comprise the basic financial statements of the Ketchum Urban Renewal Agency as of and for the year ended September 30, 2021. 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 Agency's basic financial statements. The Agency has determined not to include this MD&A as part of its financial statements. Such other RSI, 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 Agency'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 (Not Included)
- 2) Budgetary Information

## **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 Agency and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Agency's financial statements. Our report will be addressed to the Board of Directors of the Ketchum Urban Renewal Agency. 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 Agency'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 Agency's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Agency 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 rather than absolute 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 may exist and not be detected by us, 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. 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 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; 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 we 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 and *Government Auditing Standards*.



## **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 Agency's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit 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 the financial statements and related notes of the Agency 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*.

## **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and 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 and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

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) additional information that we may request for the purpose of the audit, and (3) 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 for confirming to us in the written 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 taken 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 and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the 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 I 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 other 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 and 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 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 or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Ketchum Urban Renewal Agency; 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 & 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 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 & Company CPA 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 or for any additional period requested by the Agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 3, 2021, and to issue our reports no later than January 31, 2022. This estimate annually is based on availability of records and cooperation of Agency personnel. 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 be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$ 1,900 for fiscal year 2021. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your 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 we incur the additional costs.

We appreciate the opportunity to be of service to the Ketchum Urban Renewal Agency 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*

Workman & Company  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the Ketchum Urban Renewal Agency.

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

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

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





## **Ketchum Urban Renewal Agency**

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**P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340**

September 20, 2021

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### **Recommendation to review and provide direction to staff on the request from Mountain Land Design for infrastructure funding in the amount of \$73,176 for improvements at 111 Washington Avenue**

#### Recommendation and Summary

At the September 21, 2020 meeting, the Board reviewed a request for funding in the amount of \$139,643 (see Exhibit B). At the meeting the Board expressed support for funding the sidewalk snow melt, sidewalk pavers and street trees if they were not required by the city.

The applicant has refined their funding proposal and cost estimates (Attachment A) and is seeking Board approval. Should the Board support the funding, staff will return with an Owner Participation Agreement (OPA) for Board approval.

Based on the revised information, staff supports the request and is seeking direction from the Board on preparation of an OPA.

#### Analysis

The proposed improvements are located at the corner of Washington Avenue and First Street. The project is a 12,070 square foot mixed use building at 2.08 FAR. The project was required to provide 1,007 square feet of community housing because it exceeds 1.0 floor area ratio. A 978 square foot unit is proposed to be located on-site.

The applicant is requesting KURA funding to reimburse costs identified in their funding request (Attachment A). Construction projects throughout the city are required to replace curbs, gutters and install concrete sidewalks and ADA ramps around a project, install streetlights, and repair any damage to public property as a result of the



construction project. In this case, the snow melt, sidewalk pavers and street trees are public improvements that go beyond what is required by the city.

#### Requested Funding

The request is for \$73,176 to reimburse the costs of the identified improvements within the public right of way.

Currently the taxable value of the property is \$1,092,294 and the applicant estimates the value after the project after completion at \$10 million.

#### Financial Requirement/Impact

Resolution 17-URA6 allows for a reimbursement of tax increment of no more than 50% of the total tax increment revenue generated from the project. Commitments for reimbursement shall not be greater than 5 years from the time the project is generating property tax revenue to the agency.

Based on the existing property value and a projected value of \$10 million, in the first year, the projected KURA tax increment is \$57,549. That increment would be subject to the 50% split providing \$28,774 to the property owner and KURA. The increment is estimated to increase each year by 3%.

#### Recommendation and Motion

Staff is requesting direction from the KURA on the proposed funding request.

#### Attachments:

Attachment A: Applicant 2021 funding request

Attachment B: September 21, 2020 staff report and attachments





# Proposal

## Native Evergreen Landscapes

**Client Name:** McNamara, Bryan  
**Project Name:** Mountain Land Design - Streetscape  
**Jobsite Address:** Ketchum, Idaho 83340 **Billing Address:** Ketchum, Idaho 83340  
**Estimate ID:** EST2706163  
**Date:** Aug 10, 2021

### 200 - 200 - Mobilization & Staging \$600.00

|          |               |          |
|----------|---------------|----------|
| 12 Hours | Install Labor | \$600.00 |
|----------|---------------|----------|

### 201 - 201 - Demolition & Site Preparation \$0.00

Estimate assumes general contractor to provide specified rough grades for all hardscape and planting bed areas.

Any export of additional dirt, rock or debris is to be billed on a T&M basis.

### 204 - 204 - Planting Beds Installation \$1,280.00

Estimate assumes the installation of 12" of planting mix for all ground level planting beds.

|          |                                      |            |
|----------|--------------------------------------|------------|
| 20 Hours | Install Labor                        | \$1,000.00 |
| 2 Hours  | Loader                               | \$100.00   |
| 4 CY     | 60/40 - Topsoil/Compost Planting Mix | \$180.00   |

### 206 - 206 - Compost/Mulch Topdressing \$615.00

Estimate assumes 2" of soil pep topdressing for all planting beds.

|          |               |          |
|----------|---------------|----------|
| 10 Hours | Install Labor | \$500.00 |
| 1 Hours  | Loader        | \$50.00  |
| 1 CY     | Soil Pep      | \$65.00  |

### 207 - 207 - Rock Border, Gravel Installation \$504.70

Estimate assumes the installation of 1-1/2" Roof Ballast for all areas called out as Rock Border.

|         |               |          |
|---------|---------------|----------|
| 8 Hours | Install Labor | \$400.00 |
|---------|---------------|----------|

Page 1 of 5

PO Box 2725  
Ketchum, ID 83340

p. (208) 721-1754

native-landscapes.com  
email: dan@nativeevergreen.com

|    |       |                              |         |
|----|-------|------------------------------|---------|
| 1  | Hours | Loader                       | \$50.00 |
| 1  | CY    | Gravel - 1-1/2" Roof Ballast | \$40.00 |
| 30 | SF    | Geotextile/Weed Cloth        | \$14.70 |

#### 401 - 401 - Sand Set Porcelain Paver Installation

**\$2,647.64**

Estimate assume the general contractor is to provide a compacted 3/4" roadmix base for all sand set porcelain paver areas at 3" below finish grade.

Estimate assumes the installation of 24" x 24" Tile Tech porcelain pavers. Pavers to be supplied by owner.

|    |       |                             |              |
|----|-------|-----------------------------|--------------|
| 40 | Hours | Install Labor               | \$2,000.00   |
| 4  | Hours | Loader                      | \$220.00     |
| 1  | Hours | Plate Compactor, Small      | \$30.00      |
| 4  | Hours | Paver Saw                   | \$120.00     |
| 20 | LF    | Paver Snap Edge w/ Spike    | \$70.00      |
| 1  | CY    | Sand - 3/8" C-Pile Sand     | \$48.00      |
| 2  | Bags  | Polymeric Sand - Gator Dust | Bag \$124.64 |
| 1  | Ton   | Dump Fees - Demo            | \$35.00      |

#### 401 - Sidewalk Pavers Installed

KURA Considered Reimbursement Item

**\$16,696.00**

Estimate assume the general contractor is to provide a compacted 3/4" roadmix base for all sand set sidewalk pavers at 5" below finish grade.

Estimate assumes the installation of 7"x9" Roman Cobblestone pavers for the proposed City of Ketchum sidewalk.

|      |       |                                    |                    |
|------|-------|------------------------------------|--------------------|
| 120  | Hours | Install Labor                      | \$6,000.00         |
| 12   | Hours | Loader                             | \$660.00           |
| 4    | Hours | Plate Compactor, Small             | \$120.00           |
| 1360 | SF    | Roman Cobblestone Pavers (7" x 9") | \$8,840.00         |
| 10   | Hours | Paver Saw                          | \$300.00           |
| 12   | CY    | Sand - 3/8" C-Pile Sand            | Delivered \$576.00 |
| 2    | CY    | Mason Sand                         | Bag \$130.00       |
| 2    | Ton   | Dump Fees - Demo                   | \$70.00            |

#### 402 - 402 - Pedestal Set Porcelain Pavers

**\$5,803.00**

Estimate assumes general contractor to provide water proofing and protection board.

Estimate assumes the installation of Tile Tech hex tray snow melt system w/ heat plate and foam insulation.

Estimate assumes the installation of 24" x 24" x 3/4" Tile Tech Standard Porcelain Pavers. Pavers and pedestal system to be supplied by the owner.

|    |       |                      |            |
|----|-------|----------------------|------------|
| 90 | Hours | Install Labor        | \$4,500.00 |
| 12 | Hours | Loader               | \$600.00   |
| 80 | LF    | PVC Pipe - 4" SDR 35 | \$368.00   |

Page 2 of 5

|         |                  |          |
|---------|------------------|----------|
| 10 Hour | Paver Saw        | \$300.00 |
| 1 Ton   | Dump Fees - Demo | \$35.00  |

#### 701 - 701 - Irrigation Installation

**\$6,371.50**

Estimate assumes the installation of (1) POC, blowout and Irrigation controller for the entire project. City of Ketchum street trees to be connected to the same system.

Estimate assumes sub-surface drip irrigation to all proposed planting beds and street trees. 2 Drip Zones - (1) drip zone street trees (1) drip zone ground floor beds

|          |  |            |
|----------|--|------------|
| 90 Hours | Install Labor                                  | \$4,500.00 |
| 1 EA     | Rainbird ESP-ME 4 Station Base Controller, Kit | \$240.00   |
| 1 EA     | Rainbird Wireless Rain/Freeze Sensor           | \$110.00   |
| 1 EA     | Rainbird WiFi Module                           | \$150.00   |
| 100 LF   | 18 Ga Multi Wire (13 Strand)                   | \$80.00    |
| 1 EA     | 1" Wilkins Double Check, Kit                   | \$500.00   |
| 2 EA     | 1" PGA Drip Valve w/ Filter, Kit               | \$280.00   |
| 300 LF   | Poly Pipe - Linear Feet of 1"                  | \$129.00   |
| 250 LF   | Linear Feet of Netafim .06 GPH Drip Tubing     | \$132.50   |
| 1 EA     | Miscellaneous Fittings and Materials           | \$250.00   |

#### 801 - 801 - Plant Material Installation

**\$5,171.00**

|          |                                       |            |
|----------|---------------------------------------|------------|
| 25 Hours | Install Labor                         | \$1,250.00 |
| 2 Hours  | Loader                                | \$110.00   |
| 2 Hours  | Trackhoe                              | \$110.00   |
| 4 EA     | 3" Deciduous Tree, B&B (Street Trees) | \$2,600.00 |
| 16 EA    | 5 Gallon Deciduous Shrub              | \$720.00   |
| 24 EA    | 1 Gallon Perennial                    | \$336.00   |
| 1 EA     | Fertilizer, Simplot Apex, 50# Bag     | \$45.00    |

#### 801 - Street Tree Silva Cells Installed

KURA Estimate for Street Tree(s) Installation

**\$24,900.00**

Estimate assumes the general contractor to provide adequate excavation and base prep for the street trees prior to the installation of the Silva Cells.

|          |               |            |
|----------|---------------|------------|
| 60 Hours | Install Labor | \$3,000.00 |
| 8 Hours  | Loader        | \$400.00   |
| 30 CY    | Topsoil       | \$900.00   |

Page 3 of 5



|       |                                 |             |
|-------|---------------------------------|-------------|
| 40 Ea | Silva Cells, (9 Cells per Tree) | \$15,600.00 |
| 1 LS  | Miscellaneous Materials         | \$5,000.00  |

|   |                 |
|---|-----------------|
| <b>200 - 208 - Finish Work &amp; Clean Up</b> | <b>\$740.00</b> |
|---|-----------------|

|          |                  |          |
|----------|------------------|----------|
| 12 Hours | Install Labor    | \$600.00 |
| 4 Ton    | Dump Fees - Demo | \$140.00 |

|                                       |                   |
|---------------------------------------|-------------------|
| <b>101 - 101 - Project Management</b> | <b>\$2,040.00</b> |
|---------------------------------------|-------------------|

|          |                           |            |
|----------|---------------------------|------------|
| 24 Hours | Project Management, Labor | \$2,040.00 |
|----------|---------------------------|------------|

|                 |             |
|-----------------|-------------|
| <b>Subtotal</b> | \$67,368.84 |
|-----------------|-------------|

|              |        |
|--------------|--------|
| <b>Taxes</b> | \$0.00 |
|--------------|--------|

|                       |                    |
|-----------------------|--------------------|
| <b>Estimate Total</b> | <b>\$67,368.84</b> |
|-----------------------|--------------------|

## Native Landscapes Construction - Terms and Conditions

**Scope of Work:** All work is to be performed in a workmanlike manner with quality materials that meet the highest industry standard. Native Landscapes agrees to complete the landscape work described in this estimate document and shall have no obligation to execute any further work unless otherwise agreed upon by both parties in the form of a written change order. Upon the acceptance of this proposal, any changes to materials or design may result in an increase to the value of the contract.

**Payment:** The client accepts to pay Native Landscapes the full contract sum upon the completion of the project without retention. A deposit of 1/3 down will be required upon acceptance of the proposal. The initial payment will be applied to the total balance due and monthly progress billings will occur. Payment is due 30 days from the date of invoice. 1.5% monthly finance charges (18% per annum) will apply to balances remaining 30 days from the date of invoice.

**Guarantee:** Native Landscapes offers a 1 year warranty on all workmanship and materials. Any material provided by the client or contractor for installation by Native Landscape does not apply to this guarantee. All planting guarantees assume best maintenance practices and proper water management. Native Landscapes is not responsible for more than value of the plant when it was originally installed. Natural disasters and extreme weather conditions are not covered by this guarantee. Wildlife, rodent, pest and disease damage are not covered by this guarantee. This guarantee does not apply to plant material selected by the client or architect that is unsuitable for the soil or site conditions in which they are being planted.

**Site Conditions:** The contractor is responsible for all rough grade tolerances specified in the estimate document. The contractor is responsible for any drainage systems not specified in the estimate document. The client warrants that the site is free of underground issues including utilities, pipes, cables, natural springs, stumps, sewage systems, and waste material. Native Landscapes is free of any unforeseen liabilities (structural or accidental) not marked by digline or the client prior to operating machinery on the site. Native Landscapes agrees to use all means possible to complete the contracted work in a reasonable time or by a specified date. We shall not be held responsible for any delays caused by inclement weather or inaccessibility issues due to scheduling conflicts. Any unforeseen damage to the irrigation system within or without the limit of disturbance is not included in the proposal and will be billed T&M.

**Waste & Spoils:** Any additional material, refuse or debris required to be removed from the site to execute the contract, that is not included in the estimate will be billed T&M.

We appreciate the opportunity to work with you on your landscape project.

Dan Hoffman

Construction Division Director

Cell Phone: (208) 721-1754

Email: dan@native-landscapes.com

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

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

Estimate authorized by: \_\_\_\_\_

Company Representative

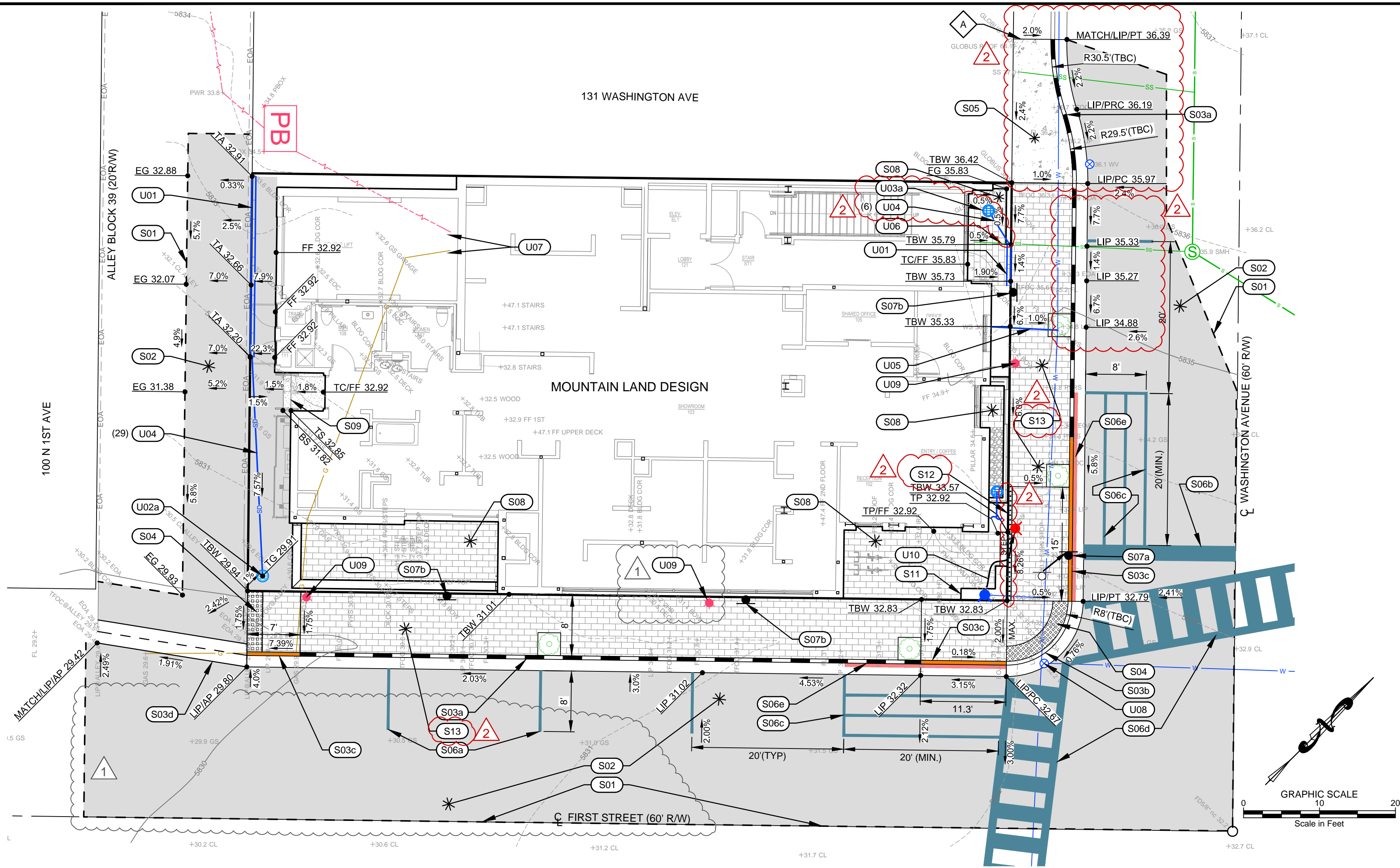
Signature Date: \_\_\_\_\_

Estimate approved by: \_\_\_\_\_

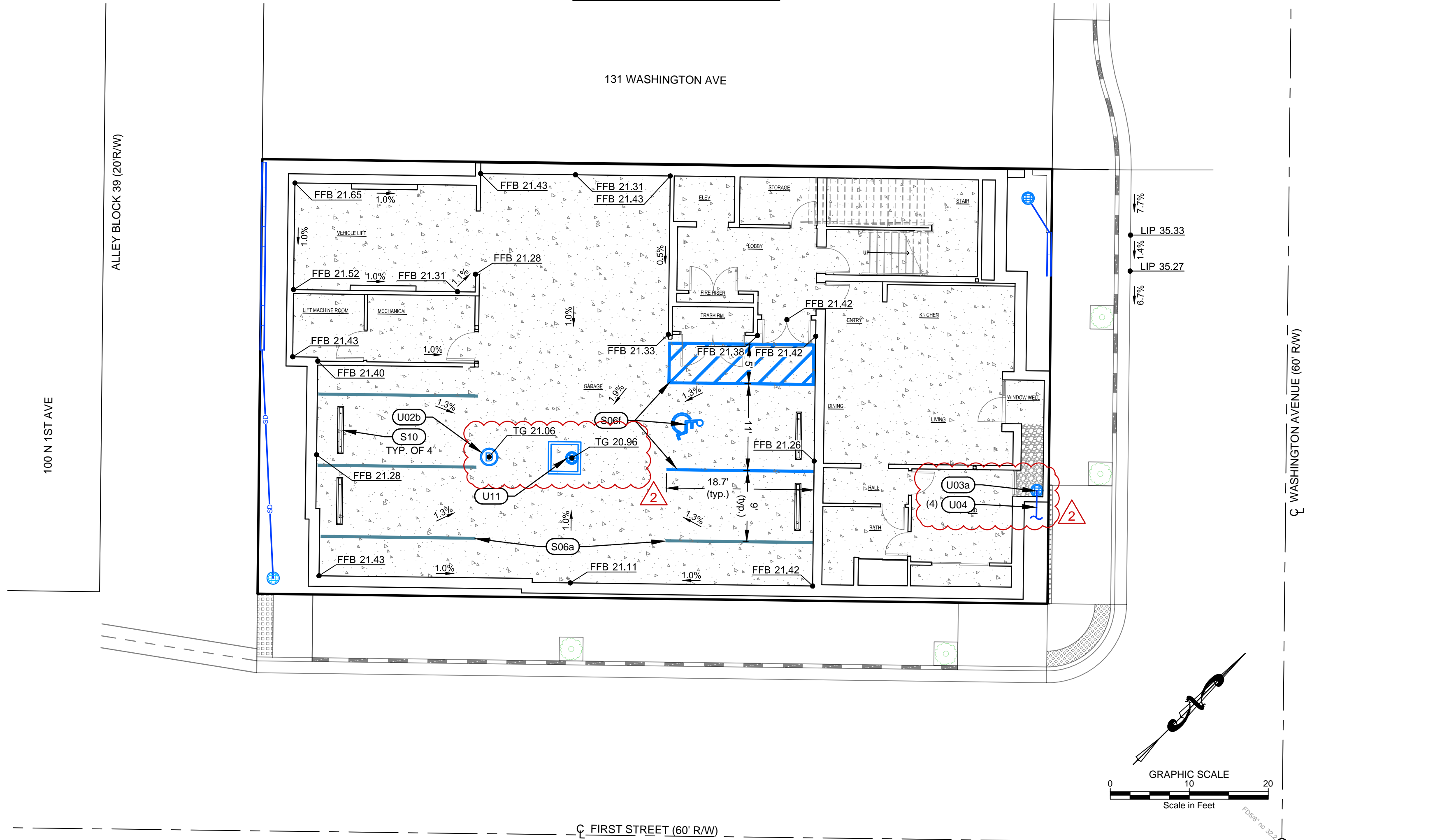
Customer Representative

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





FIRST FLOOR PLAN VIEW



BASEMENT PLAN VIEW

CONSTRUCTION KEYNOTES

SITE IMPROVEMENTS

- (S01) SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- (S02) CONSTRUCT/ REPAIR ASPHALT . SEE DETAIL 1, SHEET C2.0.
- (S03) CONSTRUCT CONCRETE CURB  
a. 6" CONCRETE VERTICAL CURB AND GUTTER PER DETAIL 4, SHEET C2.0.  
b. ZERO REVEAL CURB AND GUTTER PER DETAIL 3, SHEET C2.0.  
c. CURB TRANSITION PER DETAIL 3, SHEET C2.0 [ (typ.) ].  
d. 3' WIDE CONCRETE VALLEY GUTTER PER DETAIL 7, SHEET C2.0.
- (S04) INSTALL TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAILS 10 & 12, SHEET C2.0.
- (S05) CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 2, SHEET C2.0.
- (S06) INSTALL PAVEMENT MARKINGS PER CITY OF KETCHUM STANDARDS  
a. 4" WIDE YELLOW PARKING STRIPE  
b. 24" WIDE WHITE STOP BAR  
c. 4" WIDE YELLOW NO-PARKING STRIPE  
d. WHITE CROSSWALK STRIPING (MATCH CITY PATTERNS)  
e. NO PARKING ZONE (RED CURB)  
f. 4" WIDE ADA STRIPING AND SYMBOL.
- (S07) INSTALL SIGNS. CITY WILL PROVIDE SIGN BASES. SEE DETAIL 9, SHEET C2.0 FOR SIGN BASE DETAIL.  
a. RELOCATE STOP/STREET SIGN.  
b. REGULATORY SIGN. COORDINATE TYPE AND FINAL LOCATION WITH CITY OF KETCHUM.
- (S08) INSTALL PAVERS PER ARCHITECTURAL PLANS.
- (S09) CONSTRUCT CONCRETE STAIRS WITH HANDRAILS. SEE ARCHITECTURAL PLANS.
- (S10) CONCRETE CURB STOP PER ARCHITECTURAL PLANS.
- (S11) CONCRETE SEAT WALL PER ARCHITECTURAL PLANS.
- (S12) STEEL EDGING PER ARCHITECTURAL PLANS.
- (S13) INSTALL HEATED PAVR SIDEWALK PER DETAIL 2, SHEET C2.0. COORDINATE WITH MECHANICAL ENGINEER AND/OR PLUMBER FOR HEATING SOURCE.
- (A) MATCH EXISTING LINES AND GRADES

UTILITY IMPROVEMENTS

- (U01) TRENCH DRAIN WITH HEAT TAPE. SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAIL. INSTALL PER MANUFACTURERS SPECIFICATIONS.
- (U02) INSTALL DRYWELL PER DETAIL 6, SHEET C2.0. CONNECT ROOF DRAINS PER ARCH.  
a. RIM ELEV = 5829.91 (ROUND GRATE)  
I.E. (IN) = 5826.91  
b. RIM ELEV = 5821.06 (SOLID LID)  
I.E. (IN) = 5818.3
- (U03) INSTALL DRYWELL PER DETAIL 8, SHEET C2.0.  
a. RIM ELEV = 5835.83 (ROUND GRATE)  
I.E. (IN) = 5833.33  
BOTTOM OF DRYWELL PIPE = 5829.83  
b. RIM ELEV = 5821.1 (ROUND GRATE)  
I.E. (OUT) = 5819.1, OUTLET TO FOUNDATION DRAIN ROCK  
BOTTOM OF DRYWELL PIPE = 5818.1
- (U04) INSTALL 6" Ø D3034 PVC PIPE @ S=2.0% MIN. 3.0' MINIMUM COVER. (PIPE LENGTH, LF)
- (U05) CUT, CAP, AND REMOVE EXISTING SERVICE AT WATER MAIN. INSTALL NEW WATER SERVICE. NEW SERVICE SIZE TO BE DETERMINED BY PLUMBING ENGINEER.
- (U06) RETAIN, PROTECT, UTILIZE EXISTING 4" Ø SEWER SERVICE.
- (U07) RELOCATE DRY UTILITIES PER ARCHITECTURAL PLANS.
- (U08) RELOCATE VALVE OUT OF ZERO REVEAL CURB AND GUTTER. COORDINATE WORK WITH CITY OF KETCHUM WATER DEPARTMENT.
- (U09) INSTALL STREET LIGHT PER CITY OF KETCHUM STANDARDS. APPROXIMATE LOCATION SHOWN.
- (U10) RELOCATE FIRE HYDRANT. COORDINATE WORK WITH CITY OF KETCHUM WATER DEPARTMENT.
- (U11) INSTALL CONCRETE 350 GALLON SAND AND GREASE TRAP WITH TRAFFIC RATED LID. SEE DETAIL 11 / C2.0.  
RIM = 20.96  
I.E. (OUT) = 18.46

LEGEND

EXISTING ITEMS

- PROPERTY BOUNDARY  
ADJOINERS LOT LINE  
CENTERLINE ROAD  
EOA/EDGE OF ASPHALT  
BOTTOM/PC-SIDEWALK  
GAS SERVICE  
UNDERGROUND POWER  
PVRs=PAVERS  
FOUND 5/8" REBAR AS SHOWN  
FOUND ALUMINUM CAP  
SEWER MAN HOLE  
SEWER CLEAN OUT  
FIRE HYDRANT  
WATER VALVE  
POWER METER/TRANSFORMER  
GAS METER  
AP = ANGLE POINT  
BS = BOTTOM OF STEP  
EG = EXISTING GRADE  
GS = GROUND ELEVATION  
IRF = IRRIGATION BOX  
FF = FINISHED FLOOR  
FFB = FINISHED FLOOR OF BASEMENT  
LIP = LIP OF GUTTER  
PC = POINT OF CURVE  
PT = POINT OF TANGENT  
PRC = POINT OF REVERSE CURVE  
TBW = TOP BACK OF WALK  
TC = TOP OF CONCRETE  
TG = TOP OF GRATE  
TP = TOP OF PAVERS  
TS = TOP OF STEP

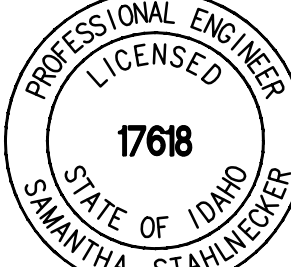
PROPOSED ITEMS

- NEW ASPHALT  
CONCRETE 6" VERTICAL CURB  
CURB TRANSITION  
ZERO REVEAL CURB & GUTTER  
ADA ACCESS TRUNCATED DOME  
SIGN  
STORM DRAIN  
DRYWELL WITH GRATED LID  
SAWCUT LINE  
ROAD PAINT (WHITE OR YELLOW)  
ROAD PAINT (RED)  
GRADE  
TRENCH DRAIN  
VALLEY GUTTER  
STREET LIGHT  
STEEL EDGING PER ARCHITECT  
PAVERS PER ARCHITECT  
EXTERIOR WALL 1ST FLOOR  
EXTERIOR WALL BASEMENT  
TREE WELL  
DRYWELL  
GRAVEL  
SAND AND GREASE TRAP

CONSTRUCTION NOTES

1. 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" (ISPW), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPW ON SITE DURING CONSTRUCTION.
2. 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.
3. 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.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPW), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPW), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSIS/NSF STD. 61 COMPLIANT.
8. 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%.
9. THE CONTRACTOR SHALL USE ANSIS/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPW SECTION 201.
12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPW 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.
13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPW 802, TYPE II (ITD STANDARD 703.04, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPW 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.
14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPW 802, TYPE I (ITD STANDARD 703.04, 3/4" B). SHALL BE PLACED IN CONFORMANCE WITH ISPW 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.
15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPW SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPW SECTION 805.
16. 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.
17. 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).
18. ALL CONCRETE FORM WORK SHALL SHALL CONFORM TO ISPW SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPW SECTION 703, TABLE 1.
19. ALL TRENCHING SHALL CONFORM TO ISPW STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
20. TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY ALPINE ENTERPRISES INC.
21. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS. ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE 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.

ORIGINAL SIGNED BY SAMANTHA STAHLNECKER  
DATE ORIGINAL SIGNED: 08/18/2021



ORIGINAL ON FILE AT OFFICE OF  
GALENA ENGINEERING (HAILEY, ID)

111 N WASHINGTON AVE.  
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR 360 VIEWS, LLC

DESIGNED BY  
SKS  
CHECKED BY  
SKS

REUSE OF DRAWINGS  
This drawing shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.

GALENA ENGINEERING, INC.  
Civil Engineers & Land Surveyors  
317 N. River Street  
Hailey, Idaho 83433  
(208) 788-1705  
(208) 788-4612 fax  
email: galena@galena-engineering.com

| NO | DATE     | BY  | REVISIONS                            |
|----|----------|-----|--------------------------------------|
| 1  | 06/28/20 | SKS | ISSUE FOR PERMIT                     |
| 2  | 07/17/20 | SKS | PERMIT REVISIONS 7/17/2020           |
| 3  | 08/18/21 | SKS | HEATED PAVR SIDEWALK IN RIGHT-OF-WAY |

C1.0









## Ketchum Urban Renewal Agency

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P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 21, 2020

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

**Recommendation to review and provide direction to staff on the request from Mountain Land Design for infrastructure funding in the amount of \$139,643 for improvements at 111 Washington Avenue**

### Recommendation and Summary

Staff is recommending the KURA Board review the funding request submitted by Mountain Land Design for the improvements located at 111 Washington Avenue and provide direction to staff on the preparation of an Owner Participation Agreement (OPA) for KURA funding. Should the KURA Board approve funding, the OPA will return for Board approval.

### Analysis

The proposed improvements are located at the corner of Washington Avenue and First Street. The project is a 12,070 square foot mixed use building at 2.08 FAR. The project was required to provide 1,007 square feet of community housing because it exceeds 1.0 floor area ratio. A 978 square foot unit is proposed to be located on-site.

The applicant is requesting KURA funding to reimburse costs identified in their funding request (Attachment A). Construction projects throughout the city are required to replace curbs, gutters and install concrete sidewalks and ADA ramps around a project, install streetlights, and repair any damage to public property as a result of the construction project. In this case, with the exception of the snow melt system, the list of improvements provided by the applicant are required improvements for all development projects.

The KURA has adopted Resolution 17-URA6 that establishes the criteria for KURA funding (Attachment B). Mixed use projects are considered commercial projects and may apply for tax increment financing provided they meet all other criteria in Resolution



17-URA6. As noted in greater detail in Attachment C, all nine of the criteria are met for this funding request. The KURA application for funding was submitted on August 26, 2020 and the building permit was issued August 3, 2020. The applicant must file the funding request within 30 days of issuance of the building permit.

#### Requested Funding

The request is for \$139,643 to reimburse the costs of the identified improvements within the public right of way.

Currently the taxable value of the property is \$1,092,294 and the applicant estimates the value after the project after completion at \$10 million.

#### Financial Requirement/Impact

Resolution 17-URA6 allows for a reimbursement of tax increment of no more than 50% of the total tax increment revenue generated from the project. Commitments for reimbursement shall not be greater than 5 years from the time the project is generating property tax revenue to the agency.

Based on the existing property value and a projected value of \$10 million, in the first year, the projected KURA tax increment is \$57,549. That increment would be subject to the 50% split providing \$28,774 to the property owner and KURA. The increment is estimated to increase each year by 3%.

#### Recommendation and Motion

Staff is requesting direction from the KURA on the proposed funding request.

#### Attachments:

Attachment A: Applicant funding request

Attachment B: Resolution17-URA6

Attachment C: Compliance analysis



# Ketchum Urban Renewal Agency

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

## APPLICATION FOR PROJECTS REQUESTING FUNDING FROM THE KURA

### Applicant and Project Information

Applicant Name: Mountain Land Design

Representative: Magleby Construction SV - Bryan McNamara; Micheal Doty and Associates - Mike Doty and Mike Alaire

Phone: 208-720-8711

Email: bmcnamara@maglebyconstruction.com

Name of Project: Mountain Land Design Showroom Ketchum - Mixed used residential

Project Description: Below grade parking with work force housing unit. Ground level commercial showroom for Mountain Land Design. Two 2nd level residences and 3rd level Penthouse unit. Roof top deck.

Project Location: 111 Washington Ave, Ketchum

Date Submitted: 8/20/20

Estimated Date of Completion: 1/22/22

### Application Submittal Requirements

- ☒ Brief narrative describing the proposed public benefit of the project
- ☒ Map of project location
- ☒ Attached professional bids, if applicable
- ☒ Attached preliminary/construction drawings, if applicable

### Notes on Submittals

Attached

Attached

Attached

LINK TO PERMIT PLNS

### Projects Questions:

- Is this project identified within the Urban Renewal Plan for KURA?
- If identified in the Urban Renewal Plan, indicate section and page:
- Estimated assessed value of project after completion (*taxable value*):
- Will any KURA board members or staff financially benefit from the project?
- New or retained jobs resulting from project:
- Approximate return on public fund investment. (I.e. Public\$/Private\$)
- Funding amount requested:

Yes: ☒

No: ☐

Section: Downtown Ketchum Master Plan Urban Residential Neighborhood

Page: page 11, 2nd st proposed pedestrian priority Corridor

\$ \$10MM

Yes: ☐

No: ☒

Full Time: 6 Part Time: 4

\$ \$72,458 over 5 year period from C of O

\$ \$ 139,643

Applicant's Signature Bryan McNamara

Date: 8/21/20

Property Owner's Signature (if different):

DocuSigned by:  
Dan Devenport

Date: 8/21/20

Dan and Martina Devenport, Mountain Land Design

DocuSigned by:  
Martina Devenport



## **Public Benefit of the new Mountain Land Design Building**

Mountain Land Design (MLD) is a thriving local and regional business that supports the needs of the community as a whole and the building activities throughout the Wood River Valley. MLD is investing in the Ketchum Community Core experience to provide an enhanced showroom business to serve the local plumbing fixture and appliance industry. The new showroom business will create approximately 10 new full and part time jobs.

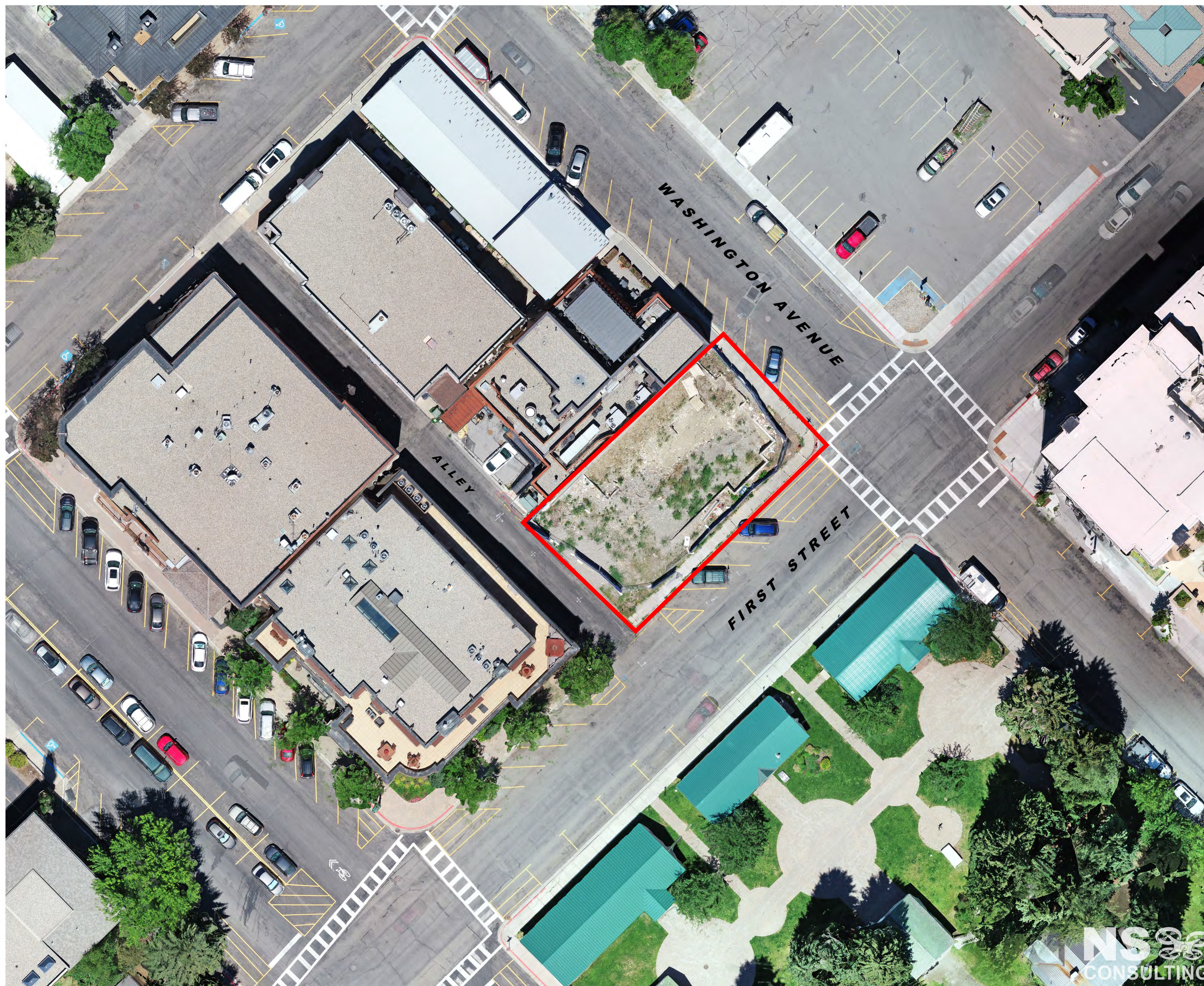
The new building recently approved (8/3/20) for permit by the City of Ketchum will include one work force housing unit intended to house a MLD fulltime employee. Also being constructed will be two market rate for-sale condos and a private penthouse. The project has removed an aging building previous the Sol-La-Vie spa business providing a new modern amenity mixed use building across the street from the active Forest Service Park.

Michael Doty and Associates has thoughtfully designed a complementing architecture fixture for the neighborhood that will ideally help enhance this area of Ketchum to be more pedestrian friendly and aesthetic for the residents.

Magleby Construction is contracting primarily local trade resources to help continue a strong economic building employment for the community.

In summary, the MLD project will create and retain new jobs, increase revenues for the city, provide balance for new business growth in the community and improve the Ketchum neighborhoods for the public.





AERIAL IMAGE FROM DRONE FLIGHT DATED 07/21/20





## Mountain Land Design - 111 Washington

### Construction Estimate – KURA Site Improvement Request

This estimate contains specific scope of work and pricing for sidewalk, pedestrian public access and street improvements around the new construction of the Mountain Land Design building located at 111 Washington Avenue.

#### **Site and Street Improvement Breakdown of Costs**

| CSI   | Description  | Amount           | Trade     |
|-------|--|------------------|-----------|
| 02.35 | New Fire Hydrant Relocation  | \$11,186         | S Erwin   |
| 02.80 | Sidewalk Plantings – 4 Silva Cell Tree's per City of Ketchum specification requirements                        | \$35,650         | SV Garden |
| 03.35 | New Concrete Curb and Gutter   | \$11,586         | Garrett   |
| 03.35 | New Concrete Sidewalk (increase from 5' to 8' width)   | \$11,408         | Garrett   |
| 03.35 | New ADA sidewalk Warning Insert  | \$3,450          | Garrett   |
| 15.17 | Sidewalk Snow Melt System  | \$28,980         | Evans     |
| 16.18 | New Street Light x <sup>3</sup> per City of Ketchum Requirements)  | \$37,383         | Dusty's   |
|       | <b>Total Cost for KURA Requested Sidewalk Improvements (includes General Contractor GC's, OH &amp; Profit)</b> | <b>\$139,643</b> |           |

#### **Qualifications**

- **Assumes all work to be performed during non-winter conditions**
- **Priced Per Michael Doty and Associates compiled Permit Drawings dated 6/26/20**
- **Street Snow melt system to be metered separately from building**
- **Prepared by Magleby Construction with pricing input from local trade contractors**
- **Assumes all City of Ketchum Standards, all requests for substitution will be formally submitted for review**

**Prepared by**

**Magleby Construction SV LLC**



RESOLUTION NO. 17-URA6

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, AMENDING THE AGENCY'S PARTICIPATION POLICY; AUTHORIZING THE CHAIR AND EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency for Ketchum, Idaho, hereinafter the Ketchum Urban Renewal Agency is referred to as the "Agency."

WHEREAS, the Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20 (the "Law"), and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (the "Act");

WHEREAS, the City of Ketchum (the "City") by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the "2006 Plan") to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the amended Ketchum Urban Renewal Plan (the "Amended Plan");

WHEREAS, the Agency Board adopted a formal participation policy that sets out the criteria for funding projects requested by various entities on May 16, 2016;

WHEREAS, since May 16, 2016, the Agency has considered several requests for funding through the Participation Policy, which has raised the prospect for greater discretion and flexibility in response to requests for funding through the Participation Policy;

WHEREAS, by virtue of those requests, Agency staff has determined a need for an amendment to the Participation Policy;

WHEREAS, at the Agency Board meeting of June 19, 2017, the Board considered amendments to the Participation Policy;

WHEREAS, Agency staff has prepared an amendment to the Participation Policy as set forth and underlined below based upon the June 19, 2017, Board meeting;

WHEREAS, Agency staff recommends approval of the Amended Participation Policy by the Agency Board;

WHEREAS, the Board finds it in the best interests of the Agency and the public to approve and adopt the Amended Participation Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE KETCHUM URBAN RENEWAL AGENCY OF THE CITY OF KETCHUM, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Participation Policy, as amended, set forth below is hereby approved and adopted by the Agency Board, and that the Chair and Executive Director are authorized and directed to take all action to implement the Amended Participation Policy.

### **Participation Policy KURA Funding Criteria for Projects**

#### **Section 1: General Funding Criteria for All Projects:**

- A. The KURA is not obligated to fund any project, even when the project meets all funding criteria. Funding a project is a discretionary decision by the Ketchum Urban Renewal Board.
- B. Funds generated from projects within the Revenue Allocation Area shall be used first and foremost for publically owned infrastructure and for infrastructure that serves a direct public purpose.
- C. Public infrastructure located below ground or at-grade shall be given priority.
- D. In rare circumstances, funding for a non-infrastructure request may be considered if it is found to meet the criteria described in the section below.
- E. Projects specifically identified in the 2010 Ketchum Urban Renewal Plan shall take priority for funding in all cases.
- F. All requests for Tax Increment Financing shall be made no later than thirty (30) days after ~~prior to~~ the applicant applies ~~applying for~~ a building permits.
- G. The Agency shall not consider requests to fund public infrastructure that have ~~has been~~ required by the City of Ketchum in exchange for development bonuses, such as density waivers, variances, and other development bonuses. In these situations, the public infrastructure that was required in exchange for development bonuses shall be paid by the private developer.

- H. Funding approvals are valid for the duration of the fiscal year in which the request was granted, unless otherwise stated in an agreement between the Agency and the entity.

## **Section 2: Project Funding Categories**

### **A. Reimbursement to Private Entities for Public Infrastructure**

1. Tax increment funds generated by a project within the Revenue Allocation Area may be allocated for reimbursement of public infrastructure expenses incurred by the private development.
2. Reimbursement for public infrastructure shall commence after the project is generating a tax increment benefit to the Agency.
3. No more than 50% of the total tax increment revenue generated from a project may be used for reimbursement to the project developer
4. Commitments for reimbursement in Owner Participation Agreements shall not be greater than five years from the time the project is generating property tax revenue to the Agency.

### **B. Direct Funding of Public Infrastructure as Defined in Idaho Code §§ 50-2018(10), 50-2903(13) and 50-2903 (14):**

1. Tax increment funds may be used to directly finance public infrastructure without a reimbursement agreement.
2. In these cases, payments should be made directly to a public entity, public utility, or other public or semi-public entity that will own and maintain the infrastructure.

### **C. Funding for Non-Infrastructure Requests:**

1. Requests for funding non-infrastructure may only be considered when a good, service, or benefit is received by the KURA in exchange for funds. In these cases, the approval of funds would result in a benefit to the revenue allocation area that the KURA could not have achieved on its own.
2. Entities requesting funding must be a legally recognized Idaho non-profit corporation organized under Chapter 30, Title 30, Idaho Code or equivalent or a public governmental entity and must have a proven track record of success.
3. Non-infrastructure funding request must result in a net financial benefit to the KURA.
4. Requests for funding administrative or operational costs shall not be considered except as may be proportionally allocated for the project.

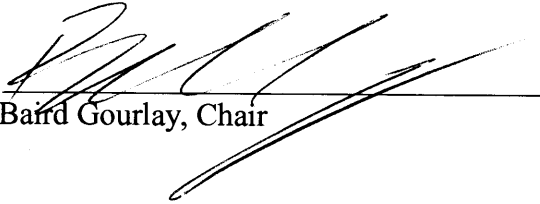
### **D. Funding of Residential Projects:**

1. Only residential projects that incorporate community housing, as defined by the City of Ketchum, will be considered for tax increment funding. Funding will be proportionate to the amount of community housing the project provides. For example, if ten out of 100 residential units are considered community housing, the Agency may consider funding 10% of infrastructure costs. All other residential projects will not be considered.
2. Mixed-Use projects of any scale are considered commercial projects and may apply for tax increment financing, provided they meet all other criteria.

Section 3: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED By the Urban Renewal Agency of Ketchum, Idaho, on July 17, 2017. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on July 17, 2017.

URBAN RENEWAL AGENCY OF KETCHUM

By   
Baird Gourlay, Chair

ATTEST:

By   
Secretary

4845-2261-2554, v. 2



**Attachment C**  
**Compliance with Applicant Participation Policy Criteria**  
**(RESOLUTION NO. 17-URA6)**

| <b>Criteria Category</b>                   | <b>Standard</b> | <b>Policy Language</b>  | <b>Compliance</b> | <b>Staff Comments</b>   |
|--|-----------------|---|-------------------|---|
| General Funding Criteria for All Projects: |                 |   |                   |   |
| General Section 1                          | A               | The KURA is not obligated to fund any project, even when the project meets all funding criteria. Funding a project is a discretionary decision by the Ketchum Urban Renewal Board.              | <b>Compliance</b> | This standard infers that projects (or components of projects) that do not meet the KURA's funding criteria will not be funded. |
|  | B               | Funds generated from projects within the Revenue Allocation Area shall be used first and foremost for publicly owned infrastructure and for infrastructure that serves a direct public purpose. | <b>Compliance</b> | ROW infrastructure within KURA boundary is proposed for improvement with this Project.  |
|  | C               | Public infrastructure located below ground or at-grade shall be given priority.   | <b>Compliance</b> | Requested funds are at-grade.   |
|  | D               | In rare circumstances, funding for a non-infrastructure request may be considered if it is found to meet the criteria described in the section below.   | <b>Compliance</b> | The project is requesting infrastructure funding.   |

|  |   |  |                   |   |
|--|---|--|-------------------|---|
|  | E | Projects specifically identified in the 2010 Ketchum Urban Renewal Plan shall take priority for funding in all cases.  | <b>Compliance</b> | The property is identified within the KURA revenue allocation area.                             |
|  | F | All requests for Tax Increment Financing shall be made no later than thirty (30) days after the applicant applies for a building permit.   | <b>Compliance</b> | The project was issued a building permit on 8/3/2020 and submitted the funding request on 8/26/ |
|  | G | The Agency shall not consider requests to fund public infrastructure that have been required by the City of Ketchum in exchange for development bonuses, such as density waivers, variances, and other development bonuses. In these situations, the public infrastructure that was required in exchange for development bonuses shall be paid by the private developer. | <b>NA</b>         | NA  |

| Section 2D |   |  |                   |  |
|------------|---|--|-------------------|--|
|            | 2 | Mixed-Use projects of any scale are considered commercial projects and may apply for tax increment financing, provided they meet all other criteria. | <b>Compliance</b> | The project is a mixed-use project consisting of four residential units, two of which are community housing units and ground floor commercial uses. The applicant is requesting \$139,643 in funding to off-set the cost of public infrastructure around the project |



## **Ketchum Urban Renewal Agency**

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**P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340**

September 20, 2021

Chairman and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

Chair and URA Commissioners:

### **Approval of Resolution 21-URA04 and Agreement 50071 for Services with Sun Valley Economic Development**

#### Background

At the last meeting the KURA supported \$15,000 in funding for SVED in the FY 21/22 budget. Proposed for Board approval is the contract for services with SVED which would go into effect October 1, 2021.

#### Current Report

The proposed Agreement is identical to previous Agreements, the dates have been changed to reflect the new fiscal year and a new scope of work is attached.

#### Financial Requirement/Impact

There will be sufficient funds in the FY 21/22 budget to support this Agreement.

#### Recommendation

Staff recommends the board approve Resolution 21-URA04 and Agreement 50071 and adopt the following motion:

**"I move to approve Resolution 21-URA04 and Agreement 50071 with Sun Valley Economic Development and authorize the Chair to sign the Agreement."**

Attachments:

Resolution 21-URA04  
Agreement 50071



BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, APPROVING THE CONTRACT FOR SERVICES BETWEEN THE KETCHUM URBAN RENEWAL AGENCY AND SUN VALLEY ECONOMIC DEVELOPMENT CORP., AUTHORIZING THE EXECUTION OF THE CONTRACT FOR SERVICES BY THE CHAIR OR VICE-CHAIR AND SECRETARY; AUTHORIZING ANY TECHNICAL CHANGES TO THE CONTRACT FOR SERVICES; AUTHORIZING THE ADMINISTRATOR/EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THE CONTRACT FOR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the “Act”), a duly created and functioning urban renewal agency for Ketchum, Idaho, hereinafter referred to as the “Agency.”

WHEREAS, the City Council (“City Council”) of the City of Ketchum (the “City”) by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the “2006 Plan”) to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the amended Ketchum Urban Renewal Plan (the “Amended Plan”);

WHEREAS, through implementing the Amended Plan, Agency seeks to further the following stated goal: The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and benefitting the various taxing districts in which the Revenue Allocation Area is located. Additionally, the Amended Plan seeks to further its goal of strengthening the economic base of the Revenue Allocation Area by installing needed site improvements and public facilities to stimulate new commercial expansion, employment and economic growth. These goals are consistent with the findings and purpose of the Act set forth in Idaho Code § 50-2902;

WHEREAS, in furtherance of these goals, Agency seeks to support programs that stimulate job creation, expanded employment opportunities and economic development opportunities within the Revenue Allocation Area;

WHEREAS, Sun Valley Economic Development Corp. (“SVED”) provides projects and services with the goals of attracting new businesses and jobs, promoting business growth and success, educating and advocating on critical business issues, enhancing the economic impact of existing assets, attracting visitors and events and increasing overall economic activity;

WHEREAS, SVED’s stated mission is “to create a thriving, diversified, year-round economy for the Sun Valley Region”;

WHEREAS, supporting promotion of the Revenue Allocation Area by attracting new businesses through targeted, economic development efforts constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act;

WHEREAS, Agency desires to contract with SVED for professional services to provide economic development support through business and land development efforts within the Revenue Allocation Area. Through increased business attraction and expansion, infrastructure improvements and project development within the Revenue Allocation Area, the number of businesses hiring permanent, full-time jobs within the Revenue Allocation Area is expected to increase. Agency believes these services to promote business development will positively affect development and land use decisions within Agency’s Revenue Allocation Area. Agency further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

WHEREAS, the parties specifically acknowledge and agree that all funds paid to SVED under this Agreement shall be used solely to provide services for Agency for business attraction and expansion, support of infrastructure improvements, advice and support on housing improvement projects and identification and support of community partnerships within the Revenue Allocation Area. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

WHEREAS, Agency staff has prepared a Contract for Services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, setting forth the details concerning the scope of work SVED shall perform and the compensation to be paid by the Agency for the same;

WHEREAS, Agency staff recommends approval of the Contract for Services by the Agency Board;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Contract for Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE KETCHUM URBAN RENEWAL AGENCY OF THE CITY OF KETCHUM, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Contract for Services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Chair, Vice-Chair, and Secretary are hereby authorized to sign and enter into the Contract for Services and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Contract for Services subject to representations by Agency staff and Agency's legal counsel that all conditions precedent to actions contemplated in the Contract for Services, and any necessary technical changes to the Contract for Services, or other documents, are acceptable upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Contract for Services and the comments and discussions received at the September 20, 2021, Agency Board meeting; the Administrator/Executive Director is further authorized to appropriate any and all funds contemplated by the Contract for Services and to perform any and all other duties required pursuant to said Contract for Services.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Ketchum, Idaho, on September 20, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on September 20, 2021.

URBAN RENEWAL AGENCY OF KETCHUM

By \_\_\_\_\_  
Ed Johnson, Chair

ATTEST:

By \_\_\_\_\_  
Tara Fenwick, Secretary

4831-6583-3419, v. 1

## CONTRACT FOR SERVICES 50071

THIS CONTRACT FOR SERVICES ("Agreement") by and between the KETCHUM URBAN RENEWAL AGENCY, an independent public body corporate and politic, authorized and existing under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act") (hereinafter referred to as "KURA") and the Sun Valley Economic Development Corp., an Idaho non-profit corporation (hereinafter referred to as "SVED"). Collectively, KURA and SVED may be referred to as the "Parties."

### RECITALS

A. The City Council of the City of Ketchum (the "City Council") by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the "Plan") to be administered by KURA. Subsequently, the Plan was amended upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010 and deemed effective on November 24, 2010 (the "Amended Plan").

B. Through implementing the Amended Plan, KURA seeks to further the following stated goal: The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and benefitting the various taxing districts in which the Revenue Allocation Area is located. Additionally, the Amended Plan seeks to further its goal of strengthening the economic base of the Revenue Allocation Area by installing needed site improvements and public facilities to stimulate new commercial expansion, employment and economic growth. These goals are consistent with the findings and purpose of the Act set forth in Idaho Code § 50-2902.

C. In furtherance of these goals, KURA seeks to support programs that stimulate job creation, expanded employment opportunities and economic development opportunities within the Revenue Allocation Area.

D. SVED provides projects and services with the goals of attracting new businesses and jobs, promoting business growth and success, educating and advocating on critical business issues, enhancing the economic impact of existing assets, attracting visitors and events and increasing overall economic activity.

E. SVED's stated mission is "to create a thriving, diversified, year-round economy for the Sun Valley Region."

F. Supporting promotion of the Revenue Allocation Area by attracting new businesses through targeted, economic development efforts constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

G. KURA desires to contract with SVED for professional services to provide



economic development support through business and land development efforts within the Revenue Allocation Area. Through increased business attraction and expansion, infrastructure improvements and project development within the Revenue Allocation Area, the number of businesses hiring permanent, full-time jobs within the Revenue Allocation Area is expected to increase. KURA believes these services to promote business development will positively affect development and land use decisions within KURA's Revenue Allocation Area. KURA further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

H. The parties specifically acknowledge and agree that all funds paid to SVED under this Agreement shall be used solely to provide services for KURA for business attraction and expansion, support of infrastructure improvements, advice and support on housing improvement projects and identification and support of community partnerships within the Revenue Allocation Area. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

I. Subject to the terms and conditions of this Agreement, the parties wish to enter into this Agreement to provide the services described herein.

#### **AGREEMENT**

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

1. Consideration. In consideration for providing the services provided herein, KURA agrees to pay SVED an amount not to exceed fifteen thousand (\$15,000.00) for the term set forth in Section 2. Payments shall be made as set forth in Section 5.
2. Term. Unless terminated pursuant to Section 7(b) of this Agreement, and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2021, until September 30, 2022.
3. Scope of Services. The Parties hereby agree that SVED shall provide certain services to KURA as set forth in the Scope of Services attached hereto as Exhibit A.
4. Reports, Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.
  - a. Quarterly Report of Activities. SVED shall report to the KURA Board of Commissioners each quarter during the following months: January, April, July and September (the "Quarterly Report"). The Quarterly Report shall contain updates for the KURA Board on the services provided in Section 3 of this Agreement.

- b. Budget. Within thirty (30) days after the execution of this Agreement, SVED shall submit its 2021 Year-to-Date P&L and Balance Sheet to KURA, in a form which is satisfactory to KURA, showing income, expenses and particular fund balances. SVED shall submit its 2022 Operating Budget to KURA when such budget has been approved by the SVED Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
  - c. IRS Filings. Within fifteen days (15) days after execution of this Agreement, SVED shall submit to KURA IRS Form 990 and all associated documents for the previous two (2) years of operation.
  - d. Financial Accounting and Reporting Requirements. SVED shall submit to KURA a year-end financial statement within ninety (90) days of SVED's fiscal year-end, which shall be prepared in a format that details the expenditure of KURA funds paid to SVED under the terms of this Agreement. KURA may request additional financial information it deems necessary or appropriate to assist KURA in verifying the accuracy of SVED's financial records. Any duly authorized agents of the KURA shall be entitled to inspect and audit all books and records of SVED only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, SVED shall remit the disallowed amount to KURA within thirty (30) days of notification by KURA of such improper expenditures.
  - e. General Requests. Upon request, and within a reasonable time period, SVED shall submit any other information or reports relating to its activities under this Agreement to KURA in such form and at such time as KURA may reasonably require.
  - f. Retention of Records. SVED agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. KURA, at its own expense, may review or audit the financial transactions undertaken by SVED under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of SVED.
5. Payments. To receive payments for the services described in Section 3 of this Agreement, SVED shall submit the Quarterly Reports described in paragraph 4(a) of this Agreement. Upon acceptance of the Quarterly Reports by the KURA Board, payment shall be made within thirty (30) days. The amount of each

quarterly payment to be paid to SVED shall be three thousand seven hundred fifty and 00/100 (\$3,750.00).

6. Record of Funds. In order to insure proper financial accountability, SVED shall maintain accurate records and accounts of all funds received from KURA, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to KURA during normal business hours, on request of the KURA Board, or its staff. Compliance with this provision does not require a separate bank account for the funds. The funds paid to SVED by KURA shall be expended solely for services rendered in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other SVED activities or purposes other than for operations and activities in conformance with this Agreement.

7. Miscellaneous Provisions.

- a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

Ketchum Urban Renewal Agency  
PO Box 2315  
Ketchum, Idaho 83340

Sun Valley Economic Development Corp.  
PO Box 3893  
Ketchum, ID 83340

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

- b. Termination.
  - i. The Parties hereto covenant and agree that in the event KURA, in its sole and absolute discretion, lacks sufficient funds to continue paying for SVED's services under this Agreement, KURA may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, SVED shall submit to KURA a report of expenditures authorized by this Agreement as of the effective date of termination. Any KURA funds not encumbered for authorized expenditures at the date of termination shall be refunded to KURA within twenty (20) days.
  - ii. If SVED shall fail to fulfill its obligations in compliance with the

Scope of Services as set forth in Section 3, or if SVED shall violate any of the covenants, agreements, or stipulations of this Agreement, KURA shall thereupon have the right to terminate this Agreement effective immediately. If this Agreement is terminated for cause, SVED shall be paid a pro-rata amount of the quarterly payment earned in accordance with this Agreement through the cancellation date.

Notwithstanding the above, SVED shall not be relieved of liability to KURA by virtue of any breach of this Agreement by SVED, and KURA may withhold any payments to SVED for the purpose of set-off until such time as the exact amount of damages due KURA from SVED is determined. SVED shall also provide KURA all products or work generated prior to date of termination. All products or work generated, whether complete or not, are the property of KURA.

- c. Independent Contractor. KURA and SVED hereby agree that the SVED shall perform the services set forth in Section 3 of this Agreement exclusively as an independent contractor and not as employee or agent of KURA. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. SVED, its agents and employees shall not receive nor be entitled to any employment-related benefits from KURA including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that KURA offers to its employees. SVED shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to SVED under this Agreement and for SVED's payments for work performed in performance of this Agreement by SVED, its agents and employees; and SVED hereby releases, holds harmless and agrees to indemnify KURA from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

KURA shall determine the work to be done by SVED, but SVED shall determine the legal means by which it accomplishes the work specified by KURA. KURA agrees that it will have no right to control or direct the method, manner, or means by which SVED accomplishes the results of the services performed hereunder. SVED has no obligation to work any particular hours or days or any particular number of hours or days. SVED agrees, however, that his or her other contracts and/or services shall not interfere with the performance of his or her services under this Agreement. KURA agrees to coordinate project schedules and respective



commencements and deadlines with SVED.

SVED shall supply, at SVED's sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.

- d. Compliance with Laws/Public Records. SVED acknowledges that KURA is an independent public body corporate and politic subject to the Public Records Act, Chapter 1, Title 74, Idaho Code, as amended. SVED will communicate with and cooperate with KURA upon request by KURA so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to the Public Records Act. SVED further agrees to comply with all federal, state, city, and local laws, rules and regulations.
- e. Non-assignment. This Agreement may not be assigned by or transferred by SVED, in whole or in part, without the prior written consent of KURA.
- f. Hold Harmless Agreement. SVED shall indemnify, defend and save and hold harmless KURA, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of KURA funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property, rights and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of the Agreement by SVED.
- g. Entire Contract. This Agreement contains the entire contract between the Parties and shall not be modified or changed in any manner, except by prior written contract executed by both Parties.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

- l. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- m. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- n. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. Conflict of Interest. No officer or director of SVED, who has decision-making authority or immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. SVED shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written below.

**Ketchum Urban Renewal Agency**

**Sun Valley Economic Development Corp.**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Harry Griffith, Executive Director

Date\_\_\_\_\_

Date\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tara Fenwick, Agency Secretary

| ANNUAL PERFORMANCE CRITERIA  |   |  |
|------------------------------|---|--|
| Performance Objective Number | Action Plan Category                                      | Performance Criteria   |
| 1                            | Business Attraction, Expansion, Retention and/or Creation | Deliver improved annual economic profiles  |
| 2                            |   | Activate Housing Ready Team 3+ times   |
| 3                            |   | Support business response & recovery from Covid19  |
| 4                            |   | Introduce/propose 5 State/Local incentive programs to help local businesses                    |
| 5                            |   | Participate in/Develop Talent Pipeline Mngmt program(s)  |
| 6                            |   | Develop rural relocation attraction/welcome program  |
| 7                            |   | Secure certificate of occupancy for culinary institute opening                                 |
| 8                            | Place Making  | Provide strategic and/or analytical support for 3 community events                             |
| 9                            |   | Conduct a minimum of 2 annual conversations with each City government/representative           |
| 10                           | Training  | Attend 2 Southern Idaho Economic Development & 2 Idaho Economic Development Association events |
| 11                           |   | Participate in 5 Virtual Roundtables or other Commerce training activities                     |
| 12                           | Other   | Visit 10 existing or new member businesses per month   |
| 13                           |   | Secure 5 new members for year  |
| 14                           |   | Maintain YE membership at 115  |
| 15                           |   | Deliver positive YE operating income, along with budgeted Forum & Summit outcomes              |