



Agenda

- ROLL CALL
- CALL TO ORDER: By Mayor Neil Bradshaw
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
 1. Swearing in of re-elected City Councilor Member Michael David
 2. Present Certificates of Election
 3. Elect President of the Council
- COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)
 4. Mountain lion activity in and around Ketchum - Presentation by Idaho Fish & Game
- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
 - [5.](#) Approval of Minutes: Regular Meeting December 16, 2019
 6. Authorization and approval of the payroll register
 - [7.](#) Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$381,182.18 as presented by the Treasurer.
 - [8.](#) Recommendation to approve Resolution #20-001 Reappoint Neil Morrow to the Planning and Zoning Commission – Mayor Neil Bradshaw
 - [9.](#) Recommendation to approve Resolution #20-002 Destruction of Semi-permanent records – City Clerk Robin Crotty
 - [10.](#) Recommendation to Amend Contract #20354 with AECOM—City Administrator Suzanne Frick
 - [11.](#) Recommendation to Approve Resolution #20-003 to reappoint Susan Scovell and Jim Slanetz and appoint Carson Palmer to the Ketchum Urban Renewal Agency—Mayor Neil Bradshaw
 - [12.](#) Recommendation to approve Resolution #20-004 donating the 1987 Sutphen Arial Platform Ladder Truck to Care Convoy—Fire Chief Bill McLaughlin
- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 - [13.](#) ACTION ITEM: Recommendation to review plans for the fire station and authorize submittal of a Design Review application to the Planning and Zoning Commission—Mayor Neil Bradshaw
 - [14.](#) ACTION ITEM: Recommendation to approve Resolution #20-005 to amend the Fee Resolution—Director of Finance and Internal Services Grant Gager
 - [15.](#) ACTION ITEM: Recommendation to approve Resolution #20-006 amending the Vehicle and Traffic Penalty Schedule-- Director of Finance and Internal Services Grant Gager
- STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
 - [16.](#) ACTION ITEM: Recommendation to approve Contract #20443 for the phase II architectural contract with Cole Architects—Mayor Neil Bradshaw
- ADJOURNMENT

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

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

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

Your participation and input is greatly appreciated. We would like to make this as easy as possible and familiarize you with the process. If you plan to speak, please follow the protocol below.

- Please come to the podium to speak.
- Stand approximately 4-6 inches from the microphone for best results in recording your comments.
- Begin by stating your name.
- Please avoid answering questions from audience members. All questions should come from City officials.
- Public comments will be limited by a time determined by the Mayor.
- You may not give your time to another speaker.
- If you plan to show a slide presentation or video, please provide a copy to the City Clerk by 4:00 p.m. on the meeting date.

Please note that all people may speak at public hearings.

Public comment on other agenda items is at the discretion of the Mayor and City Council.

Public comments may also be sent via email to participate@ketchumidaho.org

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Thank you for your participation.

We look forward to hearing from you



CITY OF KETCHUM, IDAHO SPECIAL CITY COUNCIL MEETING

Monday, December 16, 2019, 4:00 PM.

480 East Avenue, North, Ketchum, Idaho

PRESENT

Mayor Neil Bradshaw

Council President Michael David

Councilor Amanda Breen

Councilor Courtney Hamilton

Councilor Jim Slanetz

- CALL TO ORDER: By Mayor Neil Bradshaw

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

- ROLL CALL

- COMMUNICATIONS FROM MAYOR AND COUNCILORS

Councilor Jim Slanetz advised the public that the ice rink looks like it's ready to go. Councilor Courtney Hamilton advised there were 15 public comments received the day of the prior meeting. She is concerned about public opinion not being heard. She would like a deadline for receiving written public comment. Courtney Hamilton also voiced concern over sustainability stating, that the funding is not being provided to ensure sustainability is happening. We are falling behind and impacting the quality of life in Ketchum and are being bad leaders. We need to step up and make big changes in sustainability. All resort towns have a sustainability department. We need to start making a difference. Mayor Bradshaw will schedule a meeting later this week with the sustainability group to address concerns.

Mayor Bradshaw wished everyone a happy holiday and talked about the upcoming Winter Solstice.

- COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)

Sharon Patterson Grant talked about the new Fire station and all it will have for sustainability. They are always on the lookout. Mayor Neil Bradshaw advised that he is a huge supporter of the group and praised their expertise. He is delighted by the sustainability projects from the group and would like to continue this conversation.

Robert Rudy is here to present 125 pages of documents for 108 Fir Dr. regarding receiving the Certificate of Occupancy. He referenced an engineering report that is included in the record and said that copies of the report should be made and given to all supervisors.

Rebecca Bundy would like to speak on an item that is on the end of agenda because she was unable to stay for the meeting. Mayor Bradshaw allowed her comments at this time. Rebecca Bundy referenced the request for snow melt in the alley on the Bariteau project and advised against it stating the amount of energy going into melting snow is exorbitant. Removing snow in the alley would be a better idea.

Gary Lipton questioned the Mayor's missive and transparency. He talked about completed projects in the missive explaining that the funding for sidewalks was by the KURA, not the City. Credit needs to be given to the KURA. Mayor Bradshaw thanked Gary Lipton for his leadership in the KURA and the KURA's funding of the sidewalks.

- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
 1. Approval of Minutes: Regular Meeting December 2, 2019
 2. Approval of Minutes: Special Meeting December 9, 2019
 3. Authorization and approval of the payroll register
 4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$581,635.99 as presented by the Treasurer.
 5. Monthly Financial State of the City—Director of Finance and Internal Services Grant Gager
 6. Recommendation to approve amendment to Alley Maintenance Agreement 20392A with Thad and Annette Farnham—City Administrator, Suzanne Frick
 7. Recommendation to approve Easement Agreement #20437 with KETCH PDX, LLC for public use of private property—City Administrator, Suzanne Frick
 8. Recommendation to approve Encroachment Agreement #20438 with KETCH PDX, LLC, for snow melt in the public right of way—City Administrator, Suzanne Frick
 9. Recommendation to approve Alley Maintenance Agreement #20439 with Crossbuck Subdivision Homeowners Association—City Administrator Suzanne Frick
 10. Recommendation to Approve Assignment Agreement 20441 assigning Trail Creek Fund LLC, to Harriman Hotel, LLC—City Attorney Matthew Johnson
 11. Recommendation to approve Computer Lease Agreement 20442 with Dell – Director of Finance & Internal Services, Grant Gager

Motion to approve consent

Motion made by Councilor Hamilton, Seconded by Councilor Breen.

Voting Yea: Mayor Bradshaw, Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 12. ACTION ITEM: P & Z Recommendation to approve Bariteau Separate Property Trust/Main Trust Properties LLC - 1st & 4th Mixed Use Project for Partial Alley Vacation, Preliminary Plat and a Development Agreement #20427 – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw introduced the agreements in the packet explaining they all need to be looked at individually and voted on individually. Mayor Neil Bradshaw asked for public comment.

Dave Wilson, Ketchum resident, talked about maintenance and performance of work to be done. He questioned who would maintain the alley during construction and questioned the utilities in the alley stating all properties in the alley need access to the utilities.

Jim Speck talked about code and being sure that vacating the alley will benefit the public. He questioned what the public is going to get and if the housing and parking requirements are being met. Mr. Speck said that nothing in the plan says the building cannot be built without the alley. He questioned the curb cut and the snowmelt system. He talked about access to the alley and stated that the council cannot make a finding today because the 3 property owners have not been notified.

Carol Thielen, owner of the property adjacent to Mr. Bariteau, questioned why she has not been contacted about this. She is concerned about the alley vacation. She has neuropathy and uses the alley to gain access to her property and stated it is unfair to give up the alley to benefit one property owner. She voiced concern over the haste and said more studies would need to be done. She hopes this project is not rushed thru to provide workforce housing.

Jack Bariteau addressed the snow melt concerns stating that the cost related to running those systems are far less than trucking, plowing and hauling snow off. He has seen the public benefit over the last 20 years. He says they could run the system off the boiler and advised that he is not creating additional curb cuts. They are providing parking they are not required to build. They are following good practice by the alley and talked about the length of time they have been at this project.

Public comment closed.

Mayor Neil Bradshaw talked about the alley vacation and the public interest stating there is a logistical part regarding the vacation. Director of Planning & Building John Gaeddert advised it could be done by an encroachment but because of the grade they would have the same type of result. He believes the alley vacation is the best vehicle. The findings, #4, outlines the public best interest. Mayor Bradshaw talked about the topography and the public best interest, the preliminary plat and about the Development Agreement. He talked about the specifics of the development agreement and being sure the neighbor's needs are met.

Councilor Courtney Hamilton questioned why we don't see the Alley Maintenance Agreement. Director of Planning & Building, John Gaeddert said it could be made a condition of this agreement and talked about the engineering that will be coming forth. The FAR Exceedance Agreement, Public Right of Way Improvements Agreement and the Alley Maintenance Agreements are conditions of the building permit issuance. Mayor Neil Bradshaw explained the process before the council. Councilor Courtney Hamilton explained that to say he could have the alley and the alley agreement coming later is very hard on the neighbors. Mayor Bradshaw explained that council has another opportunity to deny, if the project does not meet all the requirements of the development agreement. He advised that this is a judgement call on the council's part. He outlined the work before the applicant. Councilor Amanda Breen talked about snow melt and the sustainability and cost. She asked Mr. Bariteau if the snow melt is necessary for the project. Jack Bariteau talked about the process of removing snow and said he could move it in the traditional fashion and went on to talk about the maintenance of sidewalk and curbs with snow removal. He said he is a real believer in snow melt and has used it for over 20 years. The exact location of the snowmelt was discussed. He talked about the agreement that he would like produced to take to each of the homeowners, stating that this agreement cannot be done until the engineering studies are completed.

Councilor Jim Slanetz voiced concern about the snow melt on the entire alley for environmental concerns. He talked about employee housing and the public benefit and about the grade in the alley.

Council President Michael David talked about the alley vacation process and the council's ability to look at each alley on a case by case basis stating that the current alley is horrible. He appreciates the neighbor's comments, but a well-maintained alley is a big benefit. Councilor Amanda Breen said that having a safe well-lit area is a significant public benefit. Councilor Courtney Hamilton advised that she does not think alleys are made for public benefit and is not in support of the snow melt and cannot support the project stating we have to pay more attention to the environment. The snow removal process was discussed at length. City Administrator Suzanne Frick clarified that, currently, all alleys are pushed out in the street and the City then takes the snow. Councilor Amanda Breen would like more information on the snow melt and questioned if the council has enough information to move forward this evening? Mayor Bradshaw asked Dave Wilson what was on his mind. Dave Wilson said that snow melt does play in sustainability and talked about the ability to move snow. Courtney Hamilton would like to see the FAR Exceedance, Encroachment and Alley Maintenance Agreements but believes they can move forward. The public good was discussed at length.

Attorney Matt Johnson advised that no change needs to be made to the motion. This conversation is for direction to staff only.

Motion to approve the proposed approximately 110' x 30' Partial Alley Vacation Application in Block 57 immediately adjacent to property owned by Bariteau and Holt & Johnson, LLC consistent with Attachment A.1.

Motion made by Councilor Breen, Seconded by Council President David.

Voting Yea: Mayor Bradshaw, Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

Motion to preliminary platt map and findings of fact for Lots 1B and 6A of Block 57 of the Ketchum townsite consistent with Attachment B.1

Motion made by Councilor Breen, Seconded by Council President David.

Voting Yea: Mayor Bradshaw, Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

Motion to approve the proposed Development Agreement for the 1st and 4th Street project as set forth in Attachment C.1.

Motion made by Councilor Breen, Seconded by Council President David.

Voting Yea: Mayor Bradshaw, Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

13. Recommendation to approve Thunder Spring Residences Sublots 8 & 9 Final Plat – Associate Planner Abby Rivin
Mayor Neil Bradshaw introduced the topic and opened the meeting for public comment. There was none.

Motion to approve the Thunder Spring Residences Sublots 8 & 9 Final Plat subject to the issuance of a Certificate of Occupancy for attached townhome unit 8 & 9.

Motion made by Councilor Hamilton, Seconded by Councilor Breen.

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

14. ACTION ITEM: Discussion and direction on the location of the proposed fire station—Mayor Neil Bradshaw

Mayor Neil Bradshaw talked about the Bond Election, proposed language and location. He went on to talk about the site selection process. Mayor Neil Bradshaw advised where we are in the process now and the need to lock down the site. We need to know if this is the site or not so we can give the architect direction. Mayor Bradshaw presented the questions: If not there, then where? In not now, then when?

Susan Wingate talked about the location stating she would rather see the fire and police in the same location and would like to see what other locations have been considered. She does not want a satellite fire department and would like Council to consider a better spot. Mayor Neil Bradshaw advised that all identified sites are in today's packet and can be found on the city website.

Jane Mitchell talked about the Bond just passing and the bond language not being site specific. She suggested taking a look at a better location. She talked about the size of the proposed meeting room and said it is a mistake to move forward with this much undercurrent.

Susan Scovell talked about the open houses she attended for the fire station and advised that she has some questions on the size of the site, the circulation, and the access from Lewis for volunteer parking. She said everything in the building is pinched and there needs to be room on the outside for landscaping. She voiced her opinion against snow melt and wants to know where their snow storage and garbage would be. She would like to be able to house future accommodations and housing for our fireman and woman.

Connie Hoffman, Ketchum resident, spoke in favor of the current location stating there was a committee and public input and many people had the opportunity to speak prior to the vote. There was strong community support. Connie Hoffman advised that the City has owned the property for a long period of time and talked

about the positives of the current location. Having the police and the fire dept. in separate locations is not a problem. It is her understanding that many of the people voted for the bond because of the location.

Steven Shwartzganger lives across the street from the proposed station and spoke in support of the location along with this HOA.

Russell Train pushed for sustainability measures for the fire station stating, that building for efficiency saves money.

Ross Dinkelspiel, on citizen committee, spoke in support of the proposed site. He advised that 22 sites were identified, however, this site seemed to be the most logical one. He voiced concern over where we would get the money if the site is moved?

Jim Plummison advised he was a co-chair on the committee and referenced the last fire house proposal going down in flames and the fact that this one passed. He said he paid attention to every site they had in mind and talked about the positives of this site. He is shocked to have to be here tonight to defend this location.

Terry O'Connor, MD, with Blaine County Ambulance, advised that he has not been asked to comment on this in a professional capacity but wanted to say his piece. He is commenting as a nine-year resident and congratulated everybody on the passing of the bond. He said he was never fond of the location. He talked about the dangers of the current proposed site and about fatality rates in rural areas of emergency medical personnel. He talked about a report from FEMA that talks about the location of all fire houses. Terry O'Connor questioned the timeline detail of the bond. He asked if the other sites warrant consideration and advised that he has talked to the firefighter professionals and they are not in a hurry to move. He asked if we are at risk for losing the training facility site and if so, if we have calculated that cost? Terry O'Connor questioned as to where blame would lie if there was a fatal accident due to the location.

Mayor Neil Bradshaw talked about the Police Dept. being housed on 5th street. Mayor Bradshaw advised the public that by waiting to move forward, it would cost approximately \$350,000 per year. We cannot wait for construction cost to go up and we must create a safe environment for our firefighters. He asked the Fire Chief if the proposed fire house meets the needs of the department. Fire Chief, Bill McLaughlin advised the public of what has been done so far and said they could make the site work as they tweak the design. Chief McLaughlin advised that he has not reviewed all the previous sites, however, he does not want to step in and re-do all the work that has been done stating all sites will have challenges and is comfortable moving ahead.

Mayor Neil Bradshaw advised it will be sustainable and a project that the public can be proud of. The fire station will be 16,000 sq. feet, there is no requirement to move the training station and there are no parking problems, and nobody has suggested any other site that would work better.

Council President Michael David appreciates us having this meeting and the people who spoke. He said he has always had concerns about this site and talked about the size of the building and the ability of backing vehicles in. He talked about parking concerns and the ability for the building to grow as well as about the safety of the intersection. Councilman David talked about the area being vetted for affordable housing and losing it to the fire station and suggested holding off a few weeks. He is worried about rushing forward.

Councilor Courtney Hamilton said it is not perfect, but nothing is and questioned why we are talking about this now? All points are well taken but people who voted on the bond thought it was going to be in that location. She questioned if there is anybody in the room with proposals for other locations. She thinks this location is fine.

Councilor Amanda Breen is stunned that the bond passed. It's the public trusting them with that money. She advised that no site is perfect but there is not a proposal out there for any additional sites. Councilor Breen advised that the Bond was never proposed to acquire land with this money. The public and staff concerns need to be looked at during the design.

Councilor Jim Slanetz said it is a B- location but no location is perfect. He agrees in moving forward with this location and working on the design. Taking funds out of the bond for land is not an option.

Council President Michael David advised that he heard firefighters want to earn money and purchase land. A no cost solution would be to extend the property line without costing any money and putting it in a better building that operates better. He does not want to sacrifice safety, saying, that is a scary intersection. Can we extend looking at this property to a date certain.

Mayor Neil Bradshaw talked about the \$200,000 in the budget for signalization. The information that Terry O'Connor brought up is information that had already been vetted. Mayor Bradshaw talked about size and scale of the proposed building saying it is a significant building that meets the needs now as well as in the future.

Councilor Amanda Breen does not want to see a headline that says we are spending the funds on delays. Mayor Bradshaw is keen on moving forward and is not being dismissive of all the comments. Council President Michael David continued to talk about the size and the possibility of expanding the property line.

Fire Chief Bill McLaughlin explained that the proposed station is a derivation of a station in Boise. He talked in detail about the layout of the station and the entry for the volunteers. Mayor Bradshaw advised that this will be an ongoing conversation once we approve the site. Council President Michael David stressed the importance of safety. Mayor Bradshaw understands and will be making that a priority. Councilor Amanda Breen thinks all of Michael David's points are very important but does not see the need to delay and possibly drive up the cost of the project.

Councilor Jim Slanetz moved that the new fire station be located on the dirt lot adjacent to Northwood Place on Saddle Rd.

Councilor Courtney Hamilton asked Council President Michael David what his proposal is on how to move forward. Michael David would like to see what the safety plan would be for pedestrian bike crossing as well as the entrance to the YMCA. Mayor Neil Bradshaw advised that if Council approves this site, they will move forward with the safety measures and sustainability questions. We need to pick the site and then work on the issues. Michael David continued to voice his safety concerns.

Mayor Neil Bradshaw advised that he will bring Council President Michael David's concerns to the next council meeting. Councilor Courtney Hamilton advised that working on sustainability should have started 1 year ago and we need to move forward with that immediately. There is \$500,000 dedicated to that and it needs to be spent wisely and needs to be forefront. Councilor Amanda Breen agrees. Mayor Bradshaw advised that the Architect is fully aware, and we will be talking about the Project Manager coming on and his involvement in the sustainability aspects later in today's meeting.

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

Mayor Neil Bradshaw called for a 5-minute break

- STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
15. Recommendation to receive and file the Audited FY 19 Financial Statement---Auditor Dennis Brown

Mayor Neil Bradshaw advised Council that Auditor, Dennis Brown is here for questions.

Motion to receive and file the audited FY 19 financial statement.

Motion made by Council President David, Seconded by Councilor Hamilton.

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

16. ACTION ITEM: Recommendation to contribute funding towards KETCH I and II for public infrastructure—Mayor Neil Bradshaw

Mayor Neil Bradshaw talked about funding infrastructure from housing in lieu funds to units built by Ketch 1 and Ketch 2. Councilor Courtney Hamilton questioned sidewalks. It was clarified they will be 8 feet. Mayor Neil Bradshaw clarified the County's involvement and how it ended up being 5 units. Councilor Jim Slanetz said we need to look at what we're getting. He does not think they are affordable units; they are market rate units. These are units with no parking and limited views. We have already given \$175,000 dollars to this project. He questioned what the council would pay for 320 sq. ft unit. He talked about all the city has already given to this project and advised we are getting nothing in return.

Council President Michael David talked about the limitations and it being limited to incomes. Michael David said the in-lieu money has been sitting in the coffers forever and now we have 5 units. He talked about the difficulty of finding housing. Council President Michael David and Councilor Jim Slanetz debated the pros and cons.

Mayor Neil Bradshaw asked council if we want to send a strong message by contributing. Jim Slanetz advised this is not a message we need to be sending right now. This contribution is not going to change what is being done. Councilor Amanda Breen voiced concern that we do not have assurances that these will be long term rentals and has always had concerns of these being ski lockers and takes Jim Slanetz's point. Mayor Neil Bradshaw asked if this should be tabled to a later date. Michael David advised he would like to give them the \$13,000 but he does share concerns about them being short term rentals.

Mayor Neil Bradshaw clarified that we are not saying no or yes but will be coming back at a future date.

17. Request for Council feedback to Ketchum Arts Commission on its selection of three semi-finalists for permanent sculpture installation – Assistant City Administrator Lisa Enourato

Assistant City Administrator Lisa Enourato said that the Ketchum Arts Commission would like to know if Council believes they are headed in the right direction. The Commission does not want to move forward without council's blessing.

Councilor Amanda Breen was not in favor of a sound element and would move away from the second proposal. Councilor Courtney Hamilton likes all the art but feels #3 will get the most push back from the public. She is in favor of interactive art. Mayor was in favor of #2 and is ok with #1. Courtney Hamilton applauded the Arts Commission for getting a sculpture at this budget.

18. ACTION ITEM: Recommendation to approve Agreement #20440 with DPPM for project management services—Mayor Neil Bradshaw

Mayor Neil Bradshaw introduced Dennis Potts and outlined the interview process that has been completed and talked about Mr. Potts qualifications. He operates out of the KIC when in Ketchum. He has a breadth of experience and is also familiar with bond reporting. Mayor Neil Bradshaw is thrilled to have this type of experience in the City and no travel costs will be incurred.

Dennis Potts talked about his experience and explained that his company is 10 years old, he has lived in Elkhorn village for 6 years and has recently purchased a home. He talked about making sure the dollars are spent appropriately and about a project he just finished. Mr. Potts talked about his tour of our current fire department and the importance of getting the fire department in a better and safer location is key. He talked about the positives of the smaller station. Construction costs are going up on a monthly basis. He talked about pre-

purchasing so we can get things locked in at today's prices. He went over the challenges and being sure that on the team, we have all the right people, and talked about the importance of the right general contractor. Mayor Neil Bradshaw is appreciative of his level of professionalism. Councilor Amanda Breen talked about the Bariteau project and PEG hotel and now the fire station. She questioned how we get enough laborers on the project. Dennis Potts explained the plan he has for the labor force and about the schematic design presentation saying solar plays a big part in sustainability. The positioning of the building is all that has been missed at this time. Courtney Hamilton advised that the sustainability committee is educated and ready to help, free of charge. Dennis Potts talked about the structure of various city meetings and Mayor Bradshaw talked about messages going forward. Construction fencing was discussed. Dennis Potts advised that phone numbers and contacts will be put on the fence, so the public knows who to contact with questions.

City Administrator Suzanne Frick advised we will be taking a step back to be sure we are meeting all the sustainability goals. This will be brainstormed tomorrow prior to moving forward. Councilor Courtney Hamilton questioned Dennis Potts on his experience on building fire stations and about the people on his team and their knowledge base. He praised Cole Architects. Courtney Hamilton asked the Fire Chief for comments. Fire Chief, Bill McLaughlin advised that DPPM will be a great asset to the team.

Motion to approve contract 20440 for \$185,856 with Dennis Potts Project Management, LLC for construction management services and authorize the Mayor to sign the Agreement.

Motion made by Councilor Breen, Seconded by Councilor Slanetz.

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

- ADJOURNMENT

Motion to adjourn at 7:13 p.m.

Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.

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

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2300-0000 DEPOSITS-PARKS & EVENTS			
CHABAD LUBAVITCH OF IDAHO	123019	Special Event Deposit Refund	250.00
KETCHUM, CAYLEE	121719	Park Reservation Refund	140.00
Total :			390.00
LEGISLATIVE & EXECUTIVE			
01-4110-4200 PROFESSIONAL SERVICES			
WORKMAN AND COMPANY	122019	Audited Financial Statement	8,200.00
Total LEGISLATIVE & EXECUTIVE:			8,200.00
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
GEM STATE PAPER & SUPPLY	1015443	Paper Supplies	256.66
SUN VALLEY NATURAL SPRING	00028890	Spring Water	69.99
01-4150-4200 PROFESSIONAL SERVICES			
LIVE AUDIO PRODUCTION LLC	120219	Hotel Forum Audio	400.00
STERLING CODIFIERS	800149	2020 Hosting Fee	500.00
SHRED-IT USA	8128813369	On-Site Shredding	280.40
BROWN, LINDA DIANE	2001	Delivery for January 2020	100.00
WESTERN RECORDS DESTRUCT	42336	State Archive Destruction	200.00
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
CINCINNATI LIFE INSURANCE C	6407160L 1217	Life Insurance Policy - Suzanne Frick	457.50
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 12	2087264135 121319	967.04
CENTURY LINK	2087265574 12	2087265574 121319	52.08
VERIZON WIRELESS	365459737 121	365459737 121319	43.10
VERIZON WIRELESS	965494438 121	965494438 121019	43.10
VERIZON WIRELESS	965494438 121	965494438 121019	51.60
01-4150-5150 COMMUNICATIONS			
SNEE, MOLLY	1929	December Retainer	4,500.00
01-4150-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001284030	960 122619	34.20
CLEAR CREEK DISPOSAL	0001284781	2367 122619	70.20
CLEAR CREEK DISPOSAL	0001284956	2367 122619	70.20
CLEAR CREEK DISPOSAL	0001288971	951449 122619	60.00
IDAHO POWER	2200749261 12	2200749261 122419	1,722.66
IDAHO POWER	2203990334 12	2203990334 121119	61.80
IDAHO POWER	2206452274 12	2206452274 122019	292.56
IDAHO POWER	2206570869 12	2206570869 121119	14.78
INTERMOUNTAIN GAS	3264933000 12	3264933000 122619	829.72

Vendor Name	Invoice Number	Description	Net Invoice Amount
INTERMOUNTAIN GAS	4491903000 12	4491903000 122619	38.69
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
APEX	00029268	Door Lock Repairs	300.00
FIRE SERVICES OF IDAHO	41026P	Annual Service of Fire Ext.	201.00
FIRE SERVICES OF IDAHO	52674P	Annual Service on Fire Ext. for Police dept.	324.00
RIVER RUN AUTO PARTS	6538-148911	Rav4 Battery	212.99
RIVER RUN AUTO PARTS	6538-148915	Core Return	10.00
SENTINEL FIRE & SECURITY, IN	49665	1494 - Ore Wagon Museum	87.00
01-4150-6500 CONTRACTS FOR SERVICES			
S & C ASSOCIATES LLC	122719	19-1062	110.00
S & C ASSOCIATES LLC	122719	18-1008	110.00
S & C ASSOCIATES LLC	122719	19-1041	110.00
S & C ASSOCIATES LLC	122719	19-1037	440.00
Total ADMINISTRATIVE SERVICES:			13,001.27
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
WHITE PETERSON	24892R 113019	24892R 113019	37,446.83
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120258	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			41,216.75
PLANNING & BUILDING			
01-4170-4200 PROFESSIONAL SERVICES			
S & C ASSOCIATES LLC	122719	19-1010	275.00
S & C ASSOCIATES LLC	122719	19-1059	165.00
S & C ASSOCIATES LLC	122719	19-1039	770.00
S & C ASSOCIATES LLC	122719	19-1011	110.00
S & C ASSOCIATES LLC	122719	19-1064	55.00
S & C ASSOCIATES LLC	122719	19-1008	220.00
S & C ASSOCIATES LLC	122719	19-1046	330.00
S & C ASSOCIATES LLC	122719	18-1024	220.00
S & C ASSOCIATES LLC	122719	19-1004	440.00
S & C ASSOCIATES LLC	122719	19-1042	770.00
S & C ASSOCIATES LLC	122719	18-1015	165.00
S & C ASSOCIATES LLC	122719	19-1070	550.00
CENTER FOR CONTINUING EDU	5195 - REV AD	November Services	477.00
KVH STRATEGIES	52	Streets Planning Services	1,593.75
Total PLANNING & BUILDING:			6,140.75
NON-DEPARTMENTAL			
01-4193-4500 1ST/WASHINGTON RENT			
URBAN RENEWAL AGENCY	3822	December Rent	3,000.00
01-4193-6601 MASTER TRANSPORTATION PLAN			
S & C ASSOCIATES LLC	122719	17-1009	165.00
Total NON-DEPARTMENTAL:			3,165.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
FACILITY MAINTENANCE			
01-4194-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2154315	Gloves	15.19
GEM STATE PAPER & SUPPLY	1015345	Paper Supplies	321.39
IDAHO TRANSPORTATION DEPT	KPD3 123019	KPD3 123019 New Plates	23.00
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	928147	38950 121519	491.23
01-4194-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	21369	Snow Removal Town Square	1,000.00
BIG WOOD LANDSCAPE, INC.	21370	Snow Removal 2nd St Parking Sidewalk	321.75
BIG WOOD LANDSCAPE, INC.	21372	Snow Removal 4th St. Spruce to Walnut	440.00
BIG WOOD LANDSCAPE, INC.	21373	Snow Removal 6th and Leadville	448.50
BIG WOOD LANDSCAPE, INC.	21374	Snow Removal Cimino Park	420.00
BIG WOOD LANDSCAPE, INC.	21375	Snow Removal City Maintenance Yard	307.50
BIG WOOD LANDSCAPE, INC.	21376	Snow Removal Forest Service Park	299.25
BIG WOOD LANDSCAPE, INC.	21377	Snow Removal KTS Exterior	358.50
BIG WOOD LANDSCAPE, INC.	21378	Snow Removal KTS Interior	376.00
BIG WOOD LANDSCAPE, INC.	21379	Snow Removal OWM	491.00
BIG WOOD LANDSCAPE, INC.	21380	Plow Truck Snow Removal	140.00
BIG WOOD LANDSCAPE, INC.	21382	Town Square Plowing	70.00
IRISH ELECTRIC	11919	Tree Lights and Plugs	1,041.50
01-4194-4210 PROFESSIONAL SERVC-CITY TREES			
ARBOR CARE	43006	Tree Pruning	359.00
01-4194-5200 UTILITIES			
IDAHO POWER	2201272487 12	2201272487 122019	122.27
IDAHO POWER	2203313446 12	2203313446 121019	5.29
IDAHO POWER	2203538992 12	2203538992 122019	97.48
INTERMOUNTAIN GAS	3264933000 12	3264933000 122619	12.96
INTERMOUNTAIN GAS	6566903000 12	6566903000 122619	18.24
01-4194-5300 CUSTODIAL & CLEANING SERVICES			
WESTERN BUILDNG MAINTEN	0122132-IN	Monthly Janitorial Services	4,798.12
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
CHATEAU DRUG CENTER	2157684	Cleaning supplies	14.23
RIVER RUN AUTO PARTS	6538-149312	Antifreeze	17.94
RIVER RUN AUTO PARTS	6538-149367	Lamp	19.98
01-4194-6950 MAINTENANCE			
CHATEAU DRUG CENTER	2146638	Green Tape	3.79
CHATEAU DRUG CENTER	2146686	Electrical Tape	7.58
CHATEAU DRUG CENTER	2147287	Rope	17.08
CHATEAU DRUG CENTER	2151343	Supplies	17.05
CHATEAU DRUG CENTER	2151521	Glue	3.79
CHATEAU DRUG CENTER	2157844	Water Filter	28.49
IDAHO LUMBER & HARDWARE	803808	Paint and Rollers	91.95
SHERWIN-WILLIAMS CO.	3708-4	Paint Supplies	31.30
SHERWIN-WILLIAMS CO.	3774-6	Paint	72.21
WOOD RIVER LOCK SHOP, LLC	14666	Keys	24.43
Total FACILITY MAINTENANCE:			12,327.99

Vendor Name	Invoice Number	Description	Net Invoice Amount
POLICE			
01-4210-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2152777	Battery Pack Return Credit	18.99-
CHATEAU DRUG CENTER	2159388	Yak Tracks	18.99
CHATEAU DRUG CENTER	2159440	Power Bank	18.99
CHATEAU DRUG CENTER	2159750	CSO Supplies	25.13
CHATEAU DRUG CENTER	2164906	Yak Tracks	18.99
CHATEAU DRUG CENTER	2164952	Handwarmers	9.49
01-4210-3620 PARKING OPS EQUIPMENT FEES			
VERIZON WIRELESS	965494438 121	965494438 121019	43.10
VERIZON WIRELESS	965494438 121	965494438 121019	43.10
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	201024	BCSO Law Enforcement Services	125,296.67
Total POLICE:			125,455.47
FIRE & RESCUE			
01-4230-3200 OPERATING SUPPLIES FIRE			
ATKINSONS' MARKET	04869869	Coffee	27.54
CHATEAU DRUG CENTER	2155857	Cleaning Supplies	14.71
CHATEAU DRUG CENTER	2158337	Supplies	12.34
DAVIS EMBROIDERY INC.	34837	Chief Uniforms	170.42
01-4230-3210 OPERATING SUPPLIES EMS			
ATKINSONS' MARKET	04869869	Coffee	27.54
BOUNDTREE MEDICAL	83440401	Medical Products	22.36
BOUNDTREE MEDICAL	83445968	Medical Supplies	468.40
CHATEAU DRUG CENTER	2155857	Cleaning Supplies	14.70
CHATEAU DRUG CENTER	2158337	Supplies	12.34
CHATEAU DRUG CENTER	2168452	EMS Supplies	50.26
MCKESSON	71345844	Medical Supplies	14.13
PRAXAIR DISTRIBUTION INC.	93826155	Cylinder Rental	50.45
HENRY SCHEIN	20068434	credit	202.50-
HENRY SCHEIN	71660071	Medical Supplies	49.86
HENRY SCHEIN	71830528	Medical Supplies	12.53
HENRY SCHEIN	71905898	Medical Supplies	405.00
HENRY SCHEIN	72164706	Catheter	29.25
HENRY SCHEIN	72226238	IV Kit	115.62
TELEFLEX LLC	9502012033	EZ-IO Needles	612.50
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	928018	37267 121519	210.89
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	928018	37267 121519	219.95
01-4230-4200 PROFESSIONAL SERVICES FIRE			
NATIONAL FIRE PROTECTION A	7637414X	Membership Renewal	175.00
01-4230-4920 TRAINING-FACILITY			
CLEAR CREEK DISPOSAL	0001284402	1848 122619	89.47
IDAHO POWER	2224210258 12	2224210258 120619	49.22
COX WIRELESS	047339201 120	047339201 120619	99.79

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
VERIZON WIRELESS	765494480 121	765494480 121319	221.05
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
ALSCO - AMERICAN LINEN DIVI	LBOI1764853	5109 122319	29.75
CHATEAU DRUG CENTER	2143834	Credit	3.79-
RIVER RUN AUTO PARTS	6538-148958	Alternator	139.26
RIVER RUN AUTO PARTS	6538-149179	Belt	32.70
WESTERN TIRE CHAIN	22900	Tire Chains	433.70
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS			
LES SCHWAB	11700602199	Winter Changeover Tires	105.00
RIVER RUN AUTO PARTS	6538-148905	Oil Filter	18.25
RIVER RUN AUTO PARTS	6538-148975	Amb 22 Parts	21.95
01-4230-6900 OTHER PURCHASED SERVICES FIRE			
COPY & PRINT, L.L.C.	OUT-672	Binders	35.96
01-4230-6910 OTHER PURCHASED SERVICES EMS			
COPY & PRINT, L.L.C.	OUT-672	Binders	35.95
01-4230-7600 OTHER MACHINERY & EQUIP FIRE			
MUNICIPAL EMERGENCY SERIC	IN1406417	Helmets	1,818.50
Total FIRE & RESCUE:			5,640.05
STREET			
01-4310-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2162355	Batteries	32.28
FASTENAL COMPANY	IDJER87712	Welding Wire	205.57
GEM STATE PAPER & SUPPLY	1015431	Paper Goods	254.27
GEM STATE PAPER & SUPPLY	1015431-01	Paper Supplies	23.51
WAKE UP AND LIVE, INC.	12731	Snow Crew Breakfast	179.05
01-4310-3400 MINOR EQUIPMENT			
FASTENAL COMPANY	IDJER87713	Respirators	55.46
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	928019	37269 121519	5,413.88
01-4310-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	21383	Snow Removal Neil's Way	558.00
HIATT TRUCKING, INC.	2575	SNOW HAULING	2,320.00
JOE'S BACKHOE SERVICES, INC.	236394	Snow Hauling	5,940.00
LUNCEFORD EXCAVATION, INC.	10647	Snow Hauling	1,040.00
LUNCEFORD EXCAVATION, INC.	10669	Snow Hauling	560.00
RICK'S EXCAVATION, INC.	553	Snow Removal	2,160.00
RICK'S EXCAVATION, INC.	554	Snow Removal	520.00
CANYON EXCAVATION. LLC	1807	Snow Hauling	2,847.50
01-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	365459737 121	365459737 121319	89.20
01-4310-5200 UTILITIES			
IDAHO POWER	2204882910 12	2204882910 121219	472.94
INTERMOUNTAIN GAS	3264933000 12	3264933000 122619	215.99

Vendor Name	Invoice Number	Description	Net Invoice Amount
INTERMOUNTAIN GAS	3264933000 12	3264933000 122619	932.16
INTERMOUNTAIN GAS	4943933000 12	4943933000 122619	176.62
RAMM, JUSTIN	123019	Reimbursement for Phone Battery	52.99
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
IDAHO TRANSPORTATION DEPT	KPD6 123019	KPD6 123019 New Plates	23.00
NAPA AUTO PARTS	998264	Ranger Battery	139.39
NAPA AUTO PARTS	998861	Motor Blower	25.79
NAPA AUTO PARTS	998864	Filters	19.07
NAPA AUTO PARTS	998915	Ice Blade	19.98
NAPA AUTO PARTS	999033	Wire	64.00
NAPA AUTO PARTS	999527	Lamp	6.84
RIVER RUN AUTO PARTS	6538-149199	Fuse Block	19.62
RIVER RUN AUTO PARTS	6538-149263	Expedition Part	8.15
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
EASY PACK INC	188584	Shipping	17.52
FASTENAL COMPANY	IDJER87569	Plow Truck Parts	53.60
FASTENAL COMPANY	IFJER87467	Plow Bolts	98.75
LES SCHWAB	11700603098	Flat Repair	59.00
NAPA AUTO PARTS	997747	Flatbed Rear Bearing Set	18.49
NAPA AUTO PARTS	997925	F550 Ice Blade	19.98
NAPA AUTO PARTS	997926	F550 Thermostat	30.60
NAPA AUTO PARTS	998311	Credit	113.56-
NAPA AUTO PARTS	998693	Beams	35.26
RIVER RUN AUTO PARTS	6538-149172	Blower Parts	24.49
SILVER CREEK FORD	45006186	F550 Thermostat	51.94
SNAKE RIVER HYDRAULICS	348599	Truck Repair Work	525.41
WESTERN STATES CAT	IN001164857	Lamp	54.54
JACKSON GROUP PETERBILT	213778	Truck Equipment	57.06
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBOI1758656	5831 112919	48.11
ALSCO - AMERICAN LINEN DIVI	LBOI1762560	5831 121319	48.11
ALSCO - AMERICAN LINEN DIVI	LBOI1764494	5831 122019	48.11
ALSCO - AMERICAN LINEN DIVI	LBOI1766374	5831 122719	48.11
SENTINEL FIRE & SECURITY, IN	49666	1495 - E. 10th St.	87.00
SENTINEL FIRE & SECURITY, IN	49813	2656 - 10th Street	87.00
CINTAS FIRST AID & SAFETY	5015496016	First Aid Supplies	63.75
01-4310-6920 SIGNS & SIGNALIZATION			
COLOR HAUS, INC.	229294	Red Paint	9.94
ECONO SIGNS LLC	10-955597	Signs	160.10
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 12	2200059315 121019	5.29
IDAHO POWER	2200506786 12	2200506786 121019	10.78
IDAHO POWER	2201013857 12	2201013857 122019	13.35
IDAHO POWER	2201174667 12	2201174667 121019	12.77
IDAHO POWER	2202627564 12	2202627564 121019	14.58
IDAHO POWER	2203027632 12	2203027632 121019	5.29
IDAHO POWER	2203855230 12	2203855230 122019	89.94
IDAHO POWER	2204535385 12	2204535385 122019	67.79
IDAHO POWER	2204882910 12	2204882910 121219	1,490.68
IDAHO POWER	2205963446 12	2205963446 121019	33.32
IDAHO POWER	2206773224 12	2206773224 122019	5.29

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
D & L SUPPLY	0000095592	Storm Drain	330.33
ROAD WORK AHEAD CONST. SU	44757	Pot Hole Patch	924.00
Total STREET:			28,911.98
RECREATION			
01-4510-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2151781	Posterboard	3.12
SYSCO	140546225	Supplies	63.04
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	05017251	Concessions	6.36
ATKINSONS' MARKET	05249744	Concessions	72.57
ATKINSONS' MARKET	05251811	Concessions	28.38
ATKINSONS' MARKET	08016836	Concessions	28.36
SYSCO	140546225	Concessions	131.18
01-4510-3500 MOTOR FUELS & LUBRICANTS			
LUTZ RENTALS	103006-1	Propane	26.72
LUTZ RENTALS	103120-1	Propane	35.64
LUTZ RENTALS	103221-1	Propane	40.59
RIVER RUN AUTO PARTS	6538-149060	Zamboni Supplies	12.99
01-4510-4200 PROFESSIONAL SERVICE			
CLEAR CREEK LAND CO. LLC	24036	180 010120	90.00
FIRE SERVICES OF IDAHO	41028P	Annual Service of Fire Ext.	147.00
01-4510-5200 UTILITIES			
INTERMOUNTAIN GAS	3190403000 12	3190403000 122619	183.70
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
RIVER RUN AUTO PARTS	6538-149069	Maintainer	39.95
Total RECREATION:			909.60
Total GENERAL FUND:			245,358.86
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-4250 ENERGY WORK PROGRAM			
THORNTON HEATING	41781	Professional Energy Services	13,203.00
SPROUT ENERGY	1106	Lighting Retrofit	16,004.50
03-4193-7190 SIDEWALK/LIGHTING			
S & C ASSOCIATES LLC	122719	18-1037	220.00
S & C ASSOCIATES LLC	122719	19-1043	1,595.00
03-4193-7400 COMPUTER/COPIER LEASING			
DELL FINANCIAL SERVICES	80234299	contract for computers	2,644.07
DELL FINANCIAL SERVICES	80243335	contract for computers	750.05
Total GENERAL CIP EXPENDITURES:			34,416.62
Total GENERAL CAPITAL IMPROVEMENT FD:			34,416.62

Vendor Name	Invoice Number	Description	Net Invoice Amount
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	53	Monthly Payment per contract	33,333.33
22-4910-6060 EVENTS/PROMOTIONS			
ASCAP	123119	Music License Fee	363.00
CHATEAU DRUG CENTER	2152734	Supplies	2.84
CHATEAU DRUG CENTER	2160688	Fatwood	6.64
SESAC, INC.	10353415	2020 Music License	460.00
SPENST, KACIE	144	Photo Camper Winter Solstice	500.00
22-4910-6090 CONSOLIDATED DISPATCH			
BLAINE COUNTY EMERGENCY	22	2nd Quarterly Payment	38,070.50
Total ORIGINAL LOT TAX:			72,736.31
Total ORIGINAL LOT FUND:			72,736.31
WATER FUND			
WATER EXPENDITURES			
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	56256	Utilities Billing	415.54
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	1912-588747	Shovel	35.69
A.C. HOUSTON LUMBER CO.	1912-591429	Blade	2.98
ALSCO - AMERICAN LINEN DIVI	LBO11762364	5192 121119	340.16
ALSCO - AMERICAN LINEN DIVI	LBO11764483	5192 122019	24.49
ALSCO - AMERICAN LINEN DIVI	LBO11764485	5493 122019	59.79
CHATEAU DRUG CENTER	2157826	Tape	16.32
PIPECO, INC.	S3547431.002	Credit	6.20
PIPECO, INC.	S3592376.001	Hose Repair Kit	22.08
USA BLUEBOOK	098806	Uniform Shirt	27.99
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	928021	37271 121519	443.92
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E261174	55 gal T-Chlor	252.24
USA BLUEBOOK	098806	Hach DPD	214.79
63-4340-4200 PROFESSIONAL SERVICES			
A.C. HOUSTON LUMBER CO.	0001262765	Clear Creek Disposal for AC Houston	224.98
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715195	2087250715195B 120419	118.41
CENTURY LINK	2087255045103	2087255045103B 120419	54.42
SENTINEL FIRE & SECURITY, IN	49554	1177 - 110 River Ranch Rd.	74.25
VERIZON WIRELESS	365516521 121	365516521 121319	131.17
VERIZON WIRELESS	965494438 121	965494438 121019	43.10
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 12	2202458903 121919	122.17
IDAHO POWER	2203658592 12	2203658592 122619	4,943.46
IDAHO POWER	2206786259 12	2206786259 121919	35.85

Vendor Name	Invoice Number	Description	Net Invoice Amount
INTERMOUNTAIN GAS	3264933000 12	3264933000 122619	197.83
INTERMOUNTAIN GAS	3264933000 12	3264933000 122619	45.88
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-148965	Fuel Filter	10.49
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
COLOR HAUS, INC.	228903	Paint	9.38
Total WATER EXPENDITURES:			7,861.18
Total WATER FUND:			7,861.18
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7800 CONSTRUCTION			
S & C ASSOCIATES LLC	122719	19-1052	110.00
64-4340-7802 KETCHUM SPRING WA CONVERSION			
S & C ASSOCIATES LLC	122719	18-1043	330.00
S & C ASSOCIATES LLC	122719	19-1072	165.00
Total WATER CIP EXPENDITURES:			605.00
Total WATER CAPITAL IMPROVEMENT FUND:			605.00
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	56256	Utilities Billing	623.32
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBOI1762364	5192 121119	527.29
ALSCO - AMERICAN LINEN DIVI	LBOI1764483	5192 122019	24.49
ALSCO - AMERICAN LINEN DIVI	LBOI1764484	5292 122019	115.01
ATKINSONS' MARKET	04865905	Distilled Water	6.76
ATKINSONS' MARKET	06384125	Distilled Water	6.06
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	928020	37270 121519	147.72
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO RURAL WATER ASSOCIA	618177	Jeff Vert Math Review Certification	120.00
VERT, JEFF	121919	Reimbursement - Travel	99.24
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 12	2087268953 121319	54.42
SENTINEL FIRE & SECURITY, IN	49554	1177 - 110 River Ranch Rd.	24.75
VERIZON WIRELESS	965494438 121	965494438 121019	25.62
VERIZON WIRELESS	965494438 121	965494438 121019	40.01
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 12	2202158701 121319	6,921.51
IDAHO POWER	2202703357 12	2202703357 121919	100.92
IDAHO POWER	2206786259 12	2206786259 121919	35.86
IDAHO POWER	2224304721 12	2224304721 121019	13.59

Vendor Name	Invoice Number	Description	Net Invoice Amount
INTERMOUNTAIN GAS	3264933000 12	3264933000 122619	172.59
INTERMOUNTAIN GAS	3264933000 12	3264933000 122619	318.95
INTERMOUNTAIN GAS	3264933000 12	3264933000 122619	45.88
INTERMOUNTAIN GAS	3264933000 12	3264933000 122619	467.85
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
LES SCHWAB	11700602536	Flat Repair	37.00
Total WASTEWATER EXPENDITURES:			9,928.84
Total WASTEWATER FUND:			9,928.84
PARKS/REC DEV TRUST FUND			
PARKS/REC TRUST EXPENDITURES			
93-4900-6500 ICE RINK-PRIVATE			
KETCHUM AUTOMOTIVE INC.	86800	Actuator	197.53
RIVER RUN AUTO PARTS	6538-148836	Connecting Link	6.49
RIVER RUN AUTO PARTS	6538-149147	fuses	4.94
SAWTOOTH WOOD PRODUCTS, I	0000117329	Sweeper Repairs	73.75
Total PARKS/REC TRUST EXPENDITURES:			282.71
Total PARKS/REC DEV TRUST FUND:			282.71
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			
94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH			
WHITE PETERSON	24892R 113019	24892R 113019	1,967.66
S & C ASSOCIATES LLC	122719	19-1035	1,650.00
AECOM TECHNICAL SERVICES, I	2000299642	2000299642 Traffic Study Review	6,375.00
Total DEVELOPMENT TRUST EXPENDITURES:			9,992.66
Total DEVELOPMENT TRUST FUND:			9,992.66
Grand Totals:			381,182.18

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes



City of Ketchum

January 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Reappoint Neil Morrow to the Planning and Zoning Commission for a second three-year term.

Recommendation and Summary

Staff is recommending the council adopt the following motion:

Move to approve Resolution # 20-001

The reasons for the recommendation are as follows:

- Neil Morrow has expressed interest in being reappointed to the Planning and Zoning Commission;
- Neil has resided in Blaine County for at least three (3) years prior to this reappointment to the Planning and Zoning Commission
- Neil has the skill set we desire for this position. See attached resume.

Background

Last month Neil was unanimously re-appointed by his fellow commissioners as Chairman of the Commission for the upcoming calendar year. Neil has a law degree and a long-standing record of public service in Ketchum.

Attachment

A - Resolution 20-001

Attachment A

**RESOLUTION NUMBER 20-001
A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
APPOINTING NEIL MORROW TO THE KETCHUM PLANNING AND ZONING COMMISSION
FOR A TERM EXPIRING ON January 6, 2023**

WHEREAS, Neil Morrow has expressed interest in being reappointed to the Planning and Zoning Commission; and

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

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

WHEREAS, such terms shall expire on January 6th 2023.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Neil Morrow is appointed to the Ketchum Planning and Zoning Commission for a second appointment.

This Resolution will be in full force and effect upon its adoption this sixth day of January 2020.

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City of Ketchum

January 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution No. 20-002 Destruction and Disposal of Semi-Permanent

Recommendation and Summary

Staff is recommending the council City Council approve Resolution 20-002 and authorize the Mayor to sign the resolution by adopting the following motion:

"I move to approve Resolution No. 20-002 authorizing the destruction of semi-permanent records and authorize the Mayor to sign."

The reasons for the recommendation are as follows:

- State statute establishes requirements for document destruction.

Introduction and History

Idaho Code requires the City Council to authorize the destruction and disposal of records and documents that are not required to be retained as permanent records and that have met the minimum retention period provided by the City of Ketchum Record Retention Schedule.

Analysis

All records on the attached list have met their retention per the City of Ketchum Record Retention Schedule and have been reviewed by the City Attorney and the State Archives.

Financial Impact

There is no financial impact to this reporting.

Attachments

- Attachment A: Resolution 20-002

RESOLUTION NUMBER 20-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE DESTRUCTION OF SEMI-PERMANENT RECORDS PER IDAHO CODE 50-907.

WHEREAS, Idaho Code 50-907 requires the City Council to authorize destruction of records that are not required to be retained as permanent records and that have met the minimum retention period provided by the city's record retention schedule and are no longer required by law or for city business; and

WHEREAS, the City Clerk has proposed for destruction of certain records that have exceeded their minimum retention; and,

WHEREAS, the City Clerk sent a written notice including a detailed list of the semi-permanent records proposed for destruction, to the Idaho State Historical Society prior to this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Council of the City of Ketchum, Idaho that a list of temporary & semi-permanent records shall be destroyed under the direction and supervision of the City Clerk.

SECTION 1. That the following Temporary & Semi-Permanent Records, which are only required to be kept for two (2) to ten (10) years after date of issuance or completion of the matter contained within the record, Prior to December 31, 2017 be destroyed (See Attached List)

SECTION 2. The administrative staff of the City is authorized to take all necessary steps to carry out the authorization provided by this Resolution.

PASSED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR THIS 6th day of July 2020

CITY OF KETCHUM, IDAHO

Neil Bradshaw
Mayor

Robin Crotty
City Clerk

Box #1	Retention	PROCUREMENT FILES
	5 Years	2012 Bid Docs foR Ketchum/SVWSD Recycled Water Project 2002 Water Improvement Proposals 1981 Bid Docs for Well No. 2 1987 Bid Docs for Northwood Well Pumphouse 1978 Bid Docs for Municipal Water Project Distribution System 1978 Bid Docs for Warm Springs Booster Facility 1984 Bid Docs for Municipal Water Project Surface Restoration Materials 1984 Bid Docs for Municipal Water Project Distribution System 2000 Bid Docs for Secondary Clarifier Improvements 1978 Bid Documents for surface Restoration Materials 1971 Preliminary Engineering Report for Proposed Water System Improvements 1980 Bid Docs for Municipal Water Project Distribution 1977 Bid Docs Municipal Water Supply Wells 1978 Bid Docs for Water Storage Reservoir Project 2004 Bid Docs Ketchum/SV WW Treatment Facility UV Disinfection, Electrical Upgrade and Instrumentation & Control Upgrade 2005 Bid Docs Aeration Basin Project 1999 Bid Docs Near Term Sludge Handling Improvements 1998 Bid Docs - Multistorage Process Blowers Fine Bubble Air Diffuser System 2000 Bid Docs Screenings Screw Wash Press 1984 Bid Docs - Ore Wagon Museum
Box #2	10 years	1973 Legal File - Ready to Pour Inc. 1974 Legal File - West Ketchum Condominiums 1988 Time Share Project 1976 Bald Mountain Hot Springs 1973 Corrock House Permit Correspondence 1966 Zoning letters of Concern 1979 - 1994 Zoning Enforcement Issues Closed 1979 Warm Springs Golf Course Water Rights 1979 Zoning - In Lieu Parking File
	5 years	2008 - 2011 Pioneer Federal Credit Union Financial Statements 1985 Settlement - Short Line Railroad 1987 - 2005 Deposit release letters
	5 years	2011 Bids for 2000 Ford Explorer 1987 - 2011 Disposition of Assets 2010 Town Square Bids 2006 Code bids
	5 years	1978 - 1986 - Misc Grants
Box #4	5 years	Light Industrial business permits 2003-2008
	5 years	Off Site Vendor Permits 2004 - 2008
	1 year	1986 Bureau of Census
	3 years	2003 Compensation Committee meeting documents
Box #5	5 Years	1978 -2004 Payroll Reports
Box #6	5 years	Quarterly Payroll reports 1955 - 2001
Box #7	5 years	W-2's - 2003 - 2003



City of Ketchum

January 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Amend Contract 20354 with AECOM

Recommendation and Summary

Staff is recommending the council amend Contract 20354 with AECOM and adopt the following motion:

I move to approve the amended Contract 20354 with AECOM

The reasons are as follows:

- During the discussions about the proposed fire station location, concerns were expressed about pedestrian and vehicle circulation and impacts that may occur in the area.
- AECOM, a leading traffic engineering firm, will prepare an analysis to determine if any impacts may occur, and if so, what measure are recommended to address the issues.
- AECOM is currently under contract with the City and an amendment to their contract will facilitate the fire station review.

Introduction and History

In December, the City Council discussed the proposed location of the new fire station. During public testimony and Council discussion, concerns were expressed about potential vehicle and pedestrian conflicts caused by volunteers responding to the station and emergency vehicles exiting the station.

AECOM is professional traffic engineering firm with experience in assessing traffic and pedestrian impacts resulting from new development. If impacts are identified, AECOM will recommend measures to mitigate the issues. Staff is recommending the City hire AECOM to evaluate any potential impacts and identify mitigations if necessary.

Analysis

AECOM is currently under contract with the City to review the traffic analysis and impacts associated with the PEG hotel application. To perform additional analysis for the fire station, their contract must be amended (Attachment A). The attached amended contract modifies their scope of work and extends the length of the contract.

Financial Impact

Attachment B provides the scope of work to be performed along with the proposed cost. The cost is estimated to be \$7,600 for the basic analysis and up to \$3,000 for an in-person all day meeting. Funding is available in the adopted budget.

Attachments:

Proposed amended contract and scope of work

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT 20354

THIS AGREEMENT made and entered into this ___ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and AECOM, (hereinafter referred to as "Contractor").

RECITALS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. Ketchum is in the need of the professional services for review of traffic impact studies associated with the Marriott Autograph Hotel proposed in Ketchum Idaho;
3. Contractor has on staff a Professional Engineer registered and licensed with the Idaho Board of Professional Engineers;
4. Contractor will provide services to the City of Ketchum consistent with the services identified in Attachment A.
5. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
6. Contractor desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. **SCOPE OF WORK:** Contractor agrees to provide those services described in Attachment A and B, as an independent contractor. Contractor shall be responsible for all associated taxes, workers compensation and other related expenses.
2. **AMOUNT AND METHOD OF PAYMENT:** The City agrees to pay Contractor for services rendered under this Agreement in accordance with Attachment A and B.

Contractor shall maintain time and expense records and make them available to the City with payment invoices in a format acceptable to the City for work performed to the date of the invoice. Each invoice shall specify charges as they relate to specific projects. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date.

Reimbursable expenses (which shall cover general out-of-pocket expenses telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses, and the like) shall be billed to the City at actual cost to Contractor with no mark-up.

All invoices shall be paid by the City within sixty (60) days of receipt of proper invoice. Uncontested invoices paid after sixty days may be subject to a 1.5% per month late charge applied to the outstanding balance, including late charges.

If the services subject to a specific invoice do not meet the requirements of this Agreement as the City may determine, the City shall notify Contractor in writing and provide specific deficiencies in the work that do not meet the requirements. Contractor shall have seven (7) working days to correct or modify

the work to comply with the requirements of the Agreement as set forth in the City's written notice. If the City again determines the work fails to meet the requirements, the City may withhold payment until deficiencies have been corrected to the City's satisfaction or may terminate this Agreement for cause as set forth in Section 19 of this Agreement.

3. RIGHT OF CONTROL: The City agrees that it will have no right to control or direct the details, manner, or means by which Contractor accomplishes the results of the services performed hereunder. Contractor has no obligation to work any particular hours or days or any particular number of hours or days. Contractor agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement. Contractor agrees to coordinate project schedules and respective commencements and deadlines with the Director of Planning and Building.

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

5. RECORDS ACCESS AND AUDITS: Contractor shall maintain complete and accurate records with respect to costs incurred and hours expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by the City representatives for three (3) years after final payment. Copies shall be made available to the City upon request.

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

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

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

9. WORKER'S COMPENSATION: Contractor shall maintain in full force and effect worker's compensation and employer's liability insurance for Contractor and any agents, employees, and staff that Contractor may employ, and provide proof to the City of such coverage or that such worker's compensation insurance is not required under the circumstances.

10. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES: Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.

11. PROPRIETARY RIGHTS: All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the

property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.

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

13. TERM OF AGREEMENT: This Agreement shall commence as of the effective date specified in this Agreement and shall remain in effect for one (1) year from the effective date of the Contract Amendment unless terminated by either party as set forth in this Agreement.

14. ENTIRE AGREEMENT: This Agreement, along with any and all exhibits and appendix attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

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

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

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

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

19. TERMINATION OF AGREEMENT:

1. FOR CAUSE DUE TO BREACH: If Contractor shall fail to fulfill its obligations in compliance with the scope of work or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of

setoff until such time as the exact amount of damages due the City from Contractor is determined. Contractor shall also provide the City all products or works of consulting generated to date of termination.

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

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

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

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

To CONTRACTOR: Lori L. Labrum, P.E., PTOE
 Associate Vice President
 AECOM Technical Services, Ind.
 756 East Winchester Street, Suite 400
 Salt Lake City, UT 84107

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

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

23. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or resulting from the negligent performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.

24. **INSURANCE:** Contractor agrees to obtain and keep in force during its acts under this Agreement a professional liability insurance policy with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City. Contractor shall provide proof of coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to

notify the City ten (10) days prior to cancellation of said policy. Deliver certificates of insurance and endorsements required by this Article to:

City of Ketchum
Attn: City Administrator
PO Box 2315
Ketchum, ID 83340

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

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

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

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

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

30. DISPUTES: In the event that a dispute arises between the City and Contractor regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

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

32. MISCELLANEOUS: Contractor has not been retained to supervise, direct, or have control over any contractor's work. Contractor specifically does not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) for safety precautions and programs to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to contractor(s) furnishing and performing their work. Accordingly, Contractor can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for the failure of contractor(s) to furnish and perform their work in accordance with the contract documents.

33. CONFLICT OF INTEREST: Contractor shall disclose any conflict of interest to the City that may arise or exists with any of Contractors current or former employers, clients, contractors or the like of or regarding any work, information, data, that may relate to the subject matter whether it is within the Contractor's scope

of work or not. In the event a conflict of interest is identified, Contractor shall immediately disclose the conflict and the City may, in its sole discretion determine that this Agreement will terminate, or agree to measures to address the conflict and limit Contractor's scope of work to avoid the conflict. Failure to promptly disclose a conflict of interest constitutes Contractor's breach of this Agreement.

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

CITY OF KETCHUM

CONTRACTOR

By: _____
Neil Bradshaw
Mayor

By: _____
Lori L. Labrum, P.E., PTOE

DATE: _____

DATE: _____

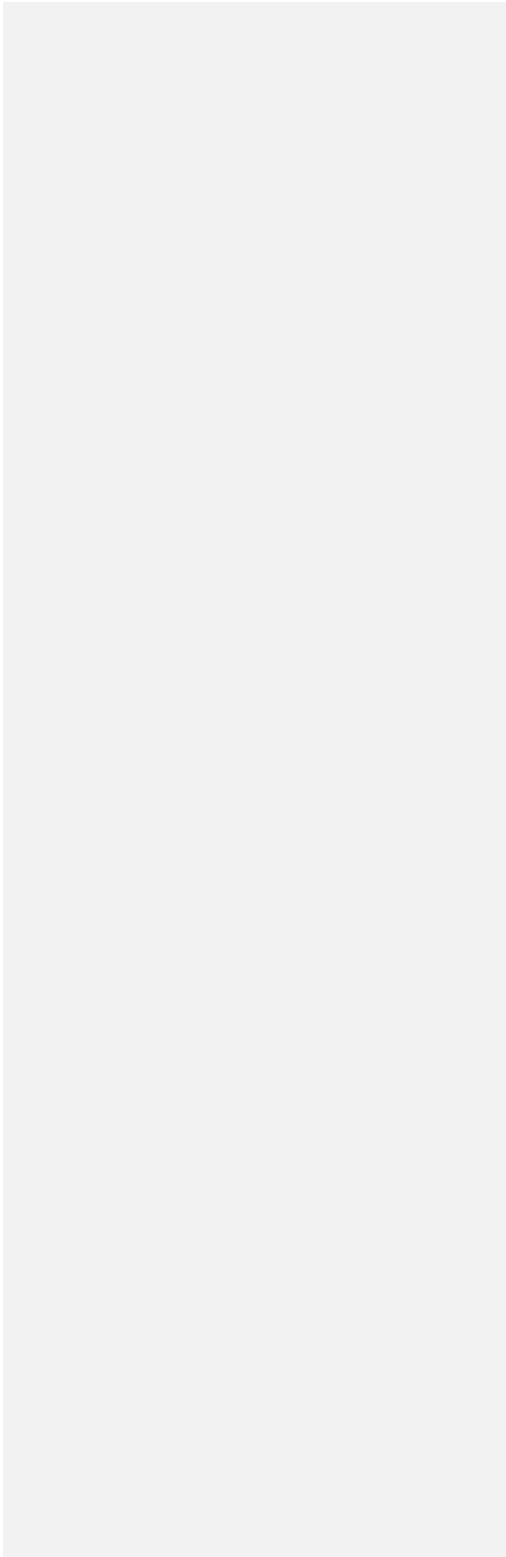
ATTEST:

By: _____
Robin Crotty
City Clerk

DATE: _____

|

Attachment A



ATTACHMENT B

AECOM will provide services on an as-needed basis as determined by Ketchum. Prior to beginning any project, Ketchum will review the scope of work with AECOM, and AECOM will provide Ketchum with a not-to-exceed or estimated cost for that project.

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To: John Gaeddert, PhD, City of Ketchum**CC:** Nick Blayden, PEG Development
Kordel Braley, PE, PTOE, AECOM

Memo

Thank you for inviting AECOM to submit this scope of work and cost estimate to perform an independent review of a traffic impact study (TIS) for Marriott Autograph Hotel in Ketchum, ID. As you are continually faced with development pressure, there is a need to carefully evaluate traffic impacts and ensure that appropriate mitigation measures are implemented. AECOM staff have participated in hundreds of traffic studies in several states around the country, including peer reviews, and we're excited to offer our services to your city. Please let us know if you need more details on our qualifications or completed project work.

1.0 Assumptions

AECOM assumes that it will provide a technical, third party review of all aspects of the developers TIS, and will point out, where applicable, differences in professional opinion between the developers traffic engineer and us. We assume that city staff will make all final decisions regarding assumptions and the acceptance of the developers TIS.

All meetings discussed in our scope of work are assumed to occur by telephone or Webex. In person meetings can be accommodated but will require contract modification to reimburse AECOM for travel expenses.

2.0 TIS Review Tasks

AECOM will conduct the following tasks for the TIS review:

- AECOM will review the traffic engineer's data collection, trip generation, distribution, and assignment, and provide feedback to the traffic engineer.
- AECOM will review the capacity analysis of all existing and near-term years. This will include reviewing the traffic engineer's traffic models.
- AECOM will review growth assumptions and design-year capacity analyses.
- Draft TIS Review – AECOM will review the draft TIS including all recommended off-site improvements and the capacity analyses for these improvements.
- Final TIS Review – AECOM will review the final TIS after the traffic engineer has addressed any remaining issues.

- AECOM will provided a memo documenting its review of the TIS. This will include a discussion of any differences of professional opinion, as well as a summary suitable for inclusion in a staff report to city administration staff, planning commission, and/or city council.

3.0 Project Staff

Lori L Labrum, P.E., PTOE will serve as Principal-in-Charge for the project. She will provide overall guidance and review and should be contacted with any questions or concerns about quality and progress of the work. Kordel Braley, P.E., PTOE will serve as Project Manager, directing the technical work on the project. He will be your contact on details related to technical matters and, together with other AECOM staff, will complete the technical work on this project.

4.0 Budget

This project will be completed as a lump sum contract. The project cost is \$7,150. This cost estimate is based on the analysis tasks outlined above and does not include representation at additional meetings or public hearings because the labor hours required to prepare for and attend those can vary widely. Representation is available on an hourly basis.

We recognize that due to the complexity of this project, it is possible that additional iterations could be required. If, during the course of our work, it becomes apparent to us that the project will require more time than initially budgeted, we will notify you before incurring.

Sincerely,



Lori L. Labrum, PE, PTOE
Associate Vice President
AECOM Technical Services, Inc.

Accepted by:



Mayor, Neil Bradshaw

6/3/2019

Date

Project name: Traffic Engineering
Assistance – **Modification 2**

Project ref: City of Ketchum

From: Lori Labrum, PE, PTOE

Date:
December 23, 2019

To: Suzanne Frick, City of Ketchum

CC: Kordel Braley, PE, PTOE, AECOM

Memo

Thank you for inviting AECOM to submit this scope of work and cost estimate to perform Contract Modification #2 of the traffic engineering support contract with the City of Ketchum. This is the second contract modification to the original contract executed June 24, 2019. The purpose of this contract modification is to assist the City in reviewing potential traffic and safety impacts to the roadway system due to the proposed fire station on Saddle Road approximately 400 feet north of Warm Springs Road.

1.0 Tasks

AECOM will conduct the following tasks for this traffic review

- Review city-furnished data including: Traffic data, speed study, transit ridership data, heat map of calls for service as well as by time of day and by season, fire station staffing plan, bicycle master plan, planning and zoning ordinance relating to this fire station, typical timing of between when a call is made to when the apparatus leaves the fire station.
- Provide update to city staff before January 6, 2020 City Council meeting including a listing of ideas to be considered by AECOM. This update will be provided via teleconference or e-mail.
- Analyze existing conditions and make formal recommendations that could include operational, infrastructure, and/or educational in nature. Specific focus areas of the analysis will include the proposed traffic signal in front of the fire station on Saddle Road, Warm Springs Road/Saddle Road, Lewis Street/Warm Springs Road, 10th Street/Warm Springs Road, and Warm Springs Road/6th Street/Main Street. Particular attention will be paid to pedestrian/trail crossings. The analysis will consider both in-bound volunteer traffic and out-bound apparatus traffic.
- AECOM will prepare a technical memorandum outlining the results of the analysis, conclusions, and recommendations.
- AECOM will participate in up to three progress meetings via teleconference with city staff/development team.

2.0 Optional Tasks

AECOM can provide the following tasks at the request of the city. However, these tasks are not included in the proposed fee or schedule.

- In-person attendance at meetings and/or public hearings.
- Conceptual and/or final design services for recommended mitigation measures.

3.0 Project Staff

Lori L Labrum, P.E., PTOE will serve as Principal-in-Charge for the project. She will provide overall guidance and review and should be contacted with any questions or concerns about quality and progress of the work. Kordel Braley, P.E., PTOE will serve as Project Manager, directing the technical work on the project. He will be your contact on details related to technical matters and, together with other AECOM staff, will complete the technical work on this project.

4.0 Budget

The base cost for Modification 2 is \$7,600. The cost for in-person attendance at up to one-days' worth of meetings is \$3,000. The cost for design support will be based on the scope of work.

If, during the course of our work, it becomes apparent to us that the project will require more time than initially budgeted, we will notify you in writing before incurring additional costs.

Sincerely,



Lori L. Labrum, PE, PTOE
Associate Vice President
AECOM Technical Services, Inc.



City of Ketchum

January 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Adopt Resolution 20-003 to Reappoint Susan Scovell and Jim Slanetz and Appoint Carson Palmer to the Ketchum Urban Renewal Agency

Recommendation and Summary

The Mayor is recommending the council adopt Resolution 20-003 and adopt the following motion:

I move to adopt Resolution 20-003.

The reasons for the recommendation are as follows:

- Susan Scovell and Jim Slanetz have served on the KURA Board since 2016 and are eligible for reappointment.
- Cameron Packer resigned from the Ketchum Urban Renewal Agency Board (KURA) and her term extends until February 21, 2021.
- Carson Palmer is interested in becoming Ketchum Urban Renewal Board members.
- The next KURA Board meeting is January 21, 2020.

Financial Impact

There is no financial impact related to this Resolution.

Attachment:
Resolution 20-003

RESOLUTION NUMBER 20-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE THE REAPPOINTMENT OF SUSAN SCOVELL AND JIM SLANETZ AND THE APPOINTMENT OF CARSON PALMER TO THE BOARD OF COMMISSIONERS OF THE KETCHUM URBAN RENEWAL AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Idaho Code § 50-2001 *et seq.*, the “Idaho Urban Renewal Law of 1965”, the City of Ketchum created the Ketchum Urban Renewal Agency (the “Agency”); and

WHEREAS, pursuant to Idaho Code § 50-2006, the City established a Board of Commissioners for the Agency to transact the business and exercise the powers established by Idaho Code § 50-2001 *et seq.*; and

WHEREAS, Susan Scovell and Jim Slanetz have been serving on the Ketchum Urban Renewal Board since January 4, 2016 and are both recommended for reappointment by Mayor Bradshaw; and,

WHEREAS, Cameron Packer resigned from the Ketchum Urban Renewal Agency before her term ended on February 21, 2021; and,

WHEREAS, Mayor Bradshaw desires to appoint Carson Palmer, with the consent of the City Council, to the Board of Commissioners of the Ketchum Urban Renewal Agency, to fill the position vacated by Cameron Packer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:

That Susan Scovell and Jim Slanetz are hereby reappointed to the Ketchum Urban Renewal Agency to serve their terms until January 6, 2024, and,

That Carson Palmer is hereby appointed to the Ketchum Urban Renewal Agency, to fill the remaining term for Cameron Packer, which will expire on February 21, 2021.

This Resolution will be in full force and effect upon its adoption this 6th day of January 2020.

CITY OF KETCHUM, IDAHO

Neil Bradshaw
Mayor

ATTEST:

Robin Crotty
City Clerk



City of Ketchum

January 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Resolution 20-004 to Donate the 1987 Sutphen Aerial Platform Ladder Truck to Care Convoy

Recommendation and Summary

Staff is recommending the Council approve Resolution 20-004 and adopt the following motion:

I move to approve Resolution 20-004

The reasons for the recommendation are as follows:

- The 1987 Aerial Ladder Truck has been replaced and is unsuitable as back-up apparatus for the Ketchum Fire Department
- Care Convoy, a 501c3 organization, accepts used equipment and finds a place where it can be used. It is anticipated the truck will be donated to a jurisdiction in Mexico.

Introduction and History

In 2019 the City of Ketchum purchased a 2019 Pierce Ascendant Aerial Ladder Truck to replace the 1987 Sutphen Aerial Platform Ladder Truck. The 1987 truck is being stored at the Water and Wastewater plant. While the truck is no longer useful for the Ketchum Fire Department, another less fortunate Department may have a use for the truck.

Care Convoy, based in Jerome Idaho, is a project of the Global Peace Partners, Inc, a 501c3 non-profit organization dedicated to bringing improved medical care, training and emergency response teams where they are needed most. They find items that are no longer being used and find a place where they can be used. Recently, they provided shipments of equipment to Baja Mexico, Tamaulipas Mexico, Columbia, Liberia and Ghana. More information is available at <https://careconvoy.org>.

Analysis

Should the Council approve the ladder truck donation to Care Convoy, Care Convoy will identify a suitable recipient for the donation, most likely an organization in Mexico. Before the truck is donated, Ketchum representatives and representatives from the recipient organization will gather for a celebration. Staff will inform the Council of any such celebration.

Financial Impact

There is no financial impact to the City. Care Convoy covers all costs associated with the donation.

Attachment:

Resolution 20-004

RESOLUTION NO. 20-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO RELATING TO SURPLUS PERSONAL PROPERTY; DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY TO BE SURPLUS; AUTHORIZING AND DIRECTING THE DONATION OF SURPLUS PROPERTY TO CARE CONVOY; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2014 the City of Ketchum, Idaho ("City") acquired full ownership of a 1987 Sutphen Aerial Platform Ladder Truck (Apparatus) for the purpose of carrying out services in the public interest; and

WHEREAS, the Apparatus is obsolete and are no longer needed by the City; and

WHEREAS, the City Council has deemed it unnecessary to maintain ownership of Apparatus; and

WHEREAS, the City Council desires to donate the Apparatus to Care Convoy, a 501c3 organization, located at 1433 Winter LN, Jerome Idaho.

NOW, THEREFORE, it is hereby RESOLVED by the City Council of the City of Ketchum, Idaho as follows:

Section 1: The City Council finds and declares that the City no longer has a use for the Apparatus. The City Council further finds and declares that the Apparatus is surplus and has minimal saleable value because of condition or obsolescence.

Section 2: The City Clerk is hereby authorized to donate the Apparatus to Care Convoy located at 1433 Winter LN, Jerome Idaho.

Section 3: This Resolution shall take effect and be in force immediately upon its passage and approval.

Passed and approved this 6th Day of January 2020.

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City of Ketchum

January 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Review Fire Station Plans and Authorize Submittal of Design Review Application to the Planning & Zoning Commission

Recommendation and Summary

Staff is recommending the council review the fire station plans and authorize submittal of the design review application to the Planning & Zoning Commission by adopting the following motion:

"I move to authorize submittal of the design review application for the fire station project."

The reasons for the recommendation are as follows:

- On November 5, 2019, voters in the City of Ketchum approved a ballot question concerning the construction of a fire station.
- Design review is the first step in the building approval process.

Introduction and History

On November 5, 2019, voters in the City of Ketchum approved a ballot question concerning the construction of a fire station using the proceeds from a \$11.5 million bond sale. The City Council has previously contracted with Cole Architects for the programming and conceptual design of the station; a process which has occurred over the past year.

Analysis

Pursuant to Chapter 96 of Title 17 of the Ketchum Municipal Code, design review is required for buildings of a public or semi-public use. As a taxpayer-funded project of the City, Council authorization to submit the design review application is being sought.

Financial Impact

There is no financial impact to submitting the application.

Attachments

- Attachment A: Fire station plans

KETCHUM FIRE STATION

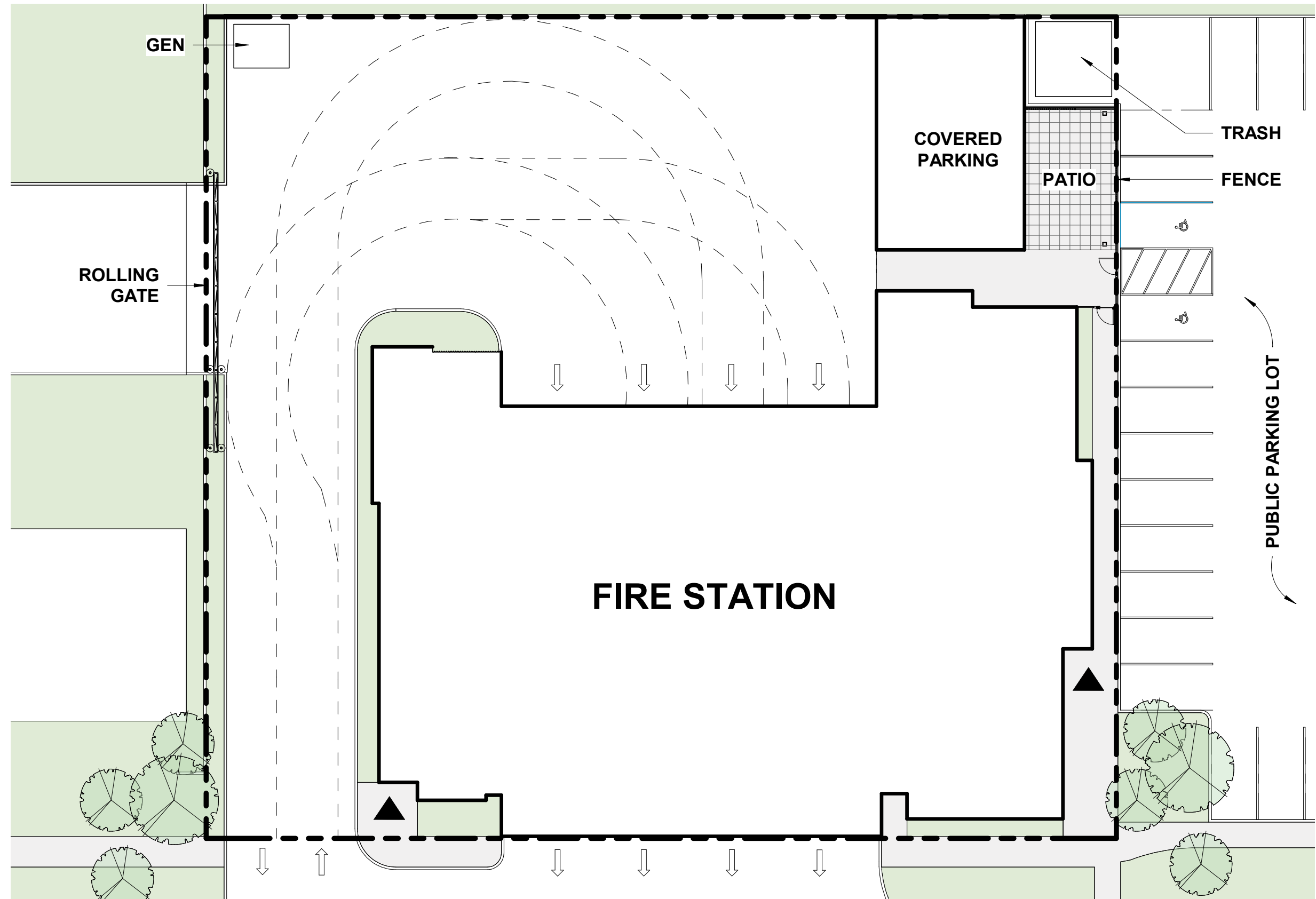
SADDLE ROAD, KETCHUM IDAHO

JANUARY 2, 2020

PLANS/

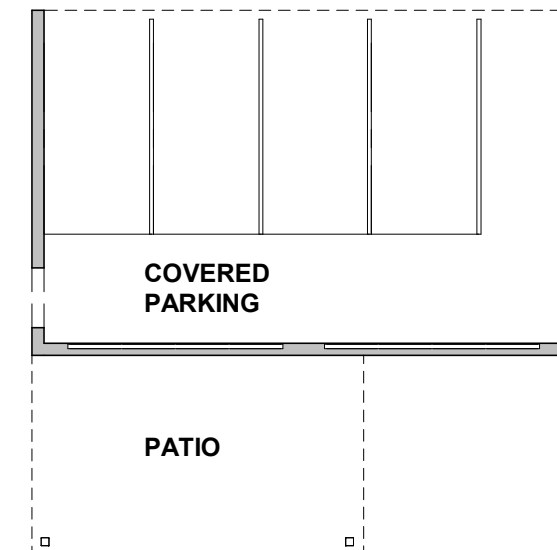
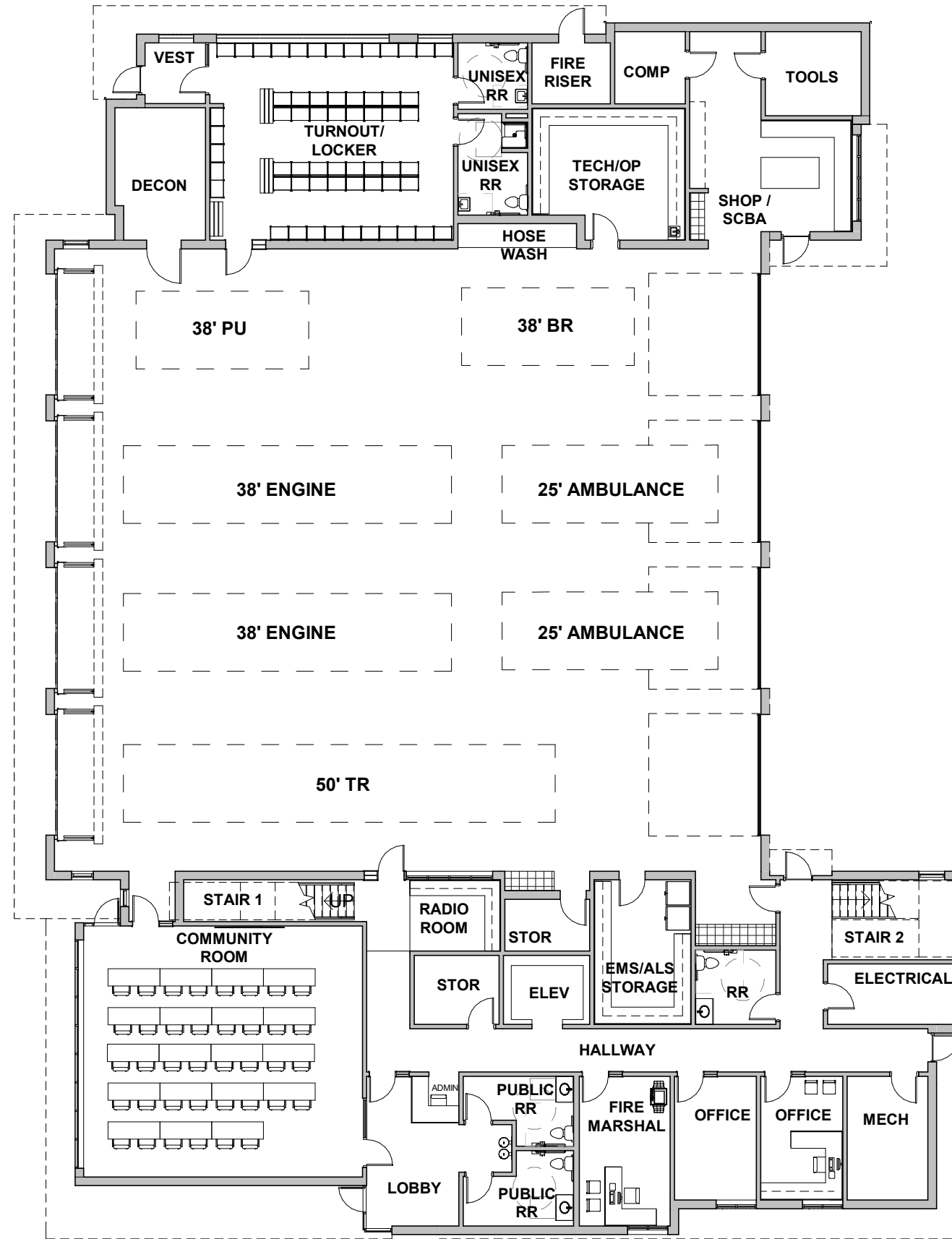
PLANS/ SITE PLAN

SCALE: 1" = 20'-0"



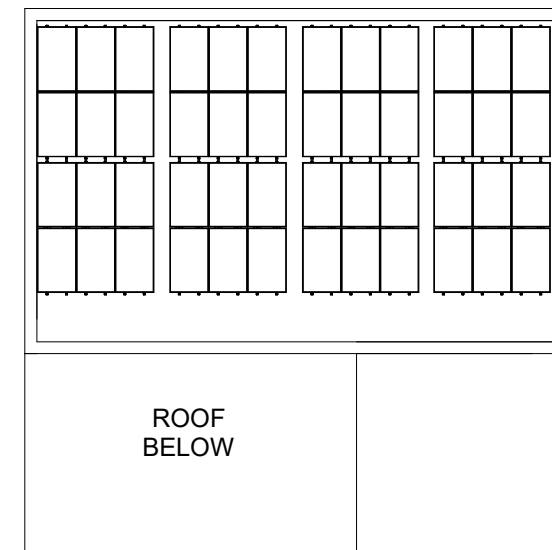
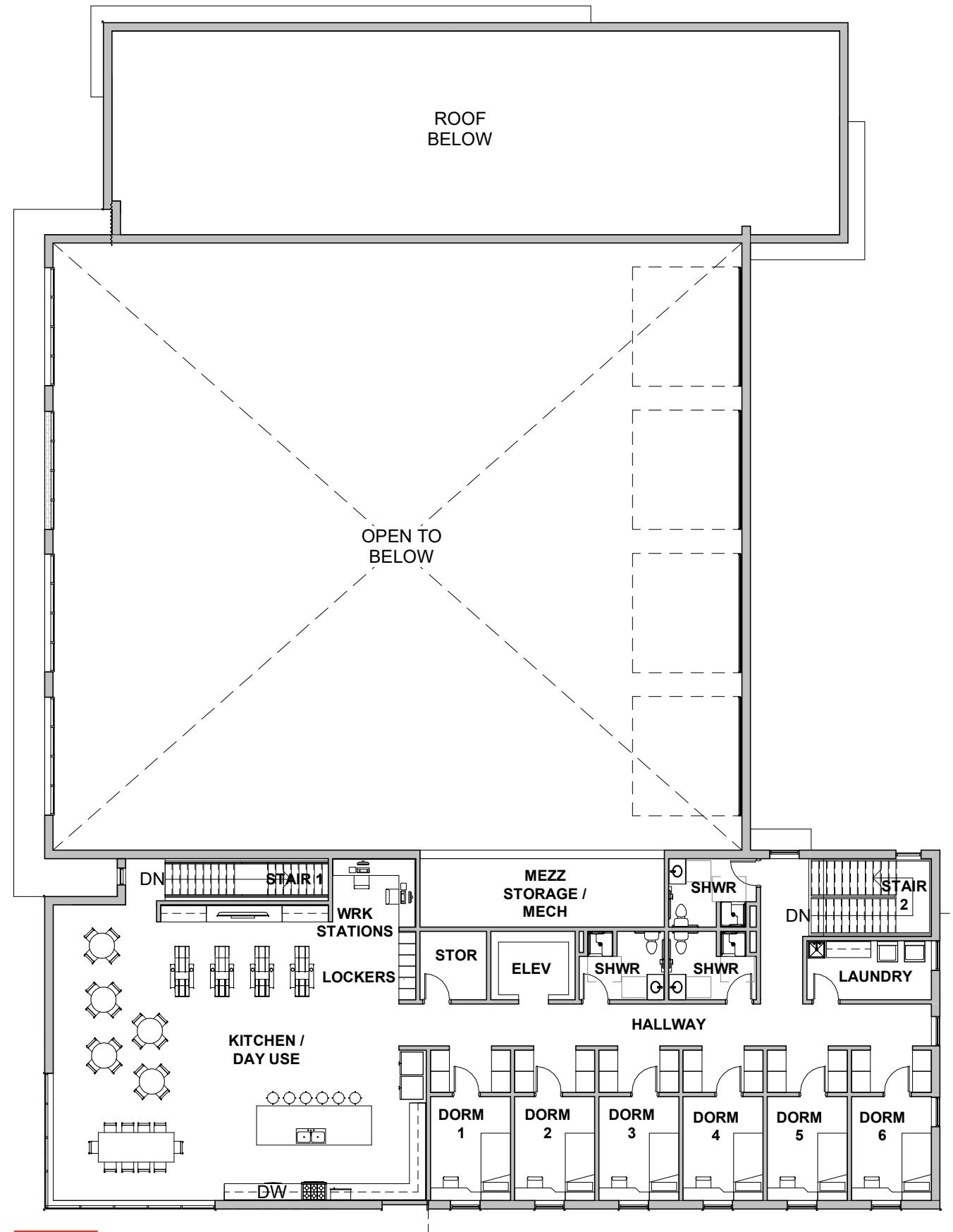
PLANS/ LEVEL 01

SCALE: 1/16" = 1'-0"



PLANS/ LEVEL 02

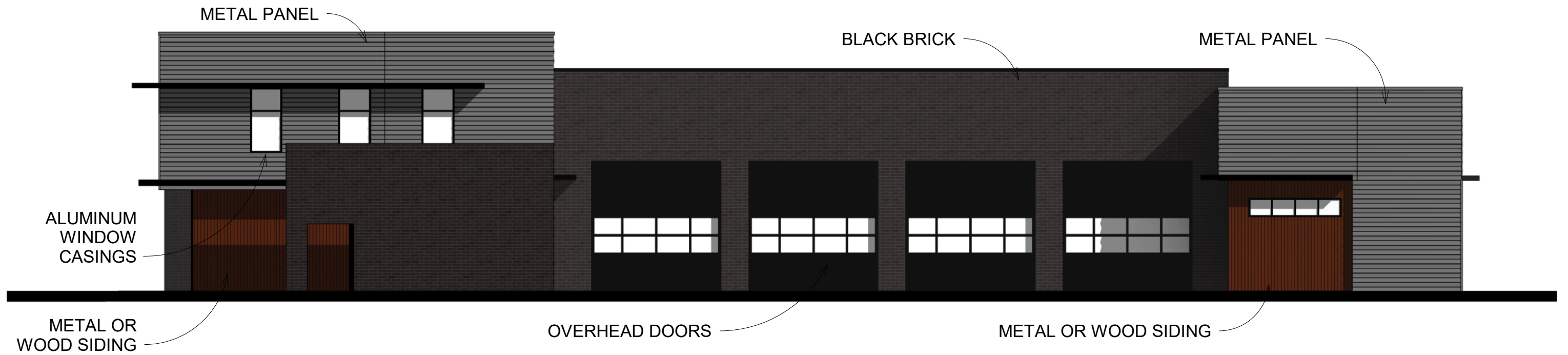
SCALE: 1/16" = 1'-0"



EXTERIOR ELEVATIONS/

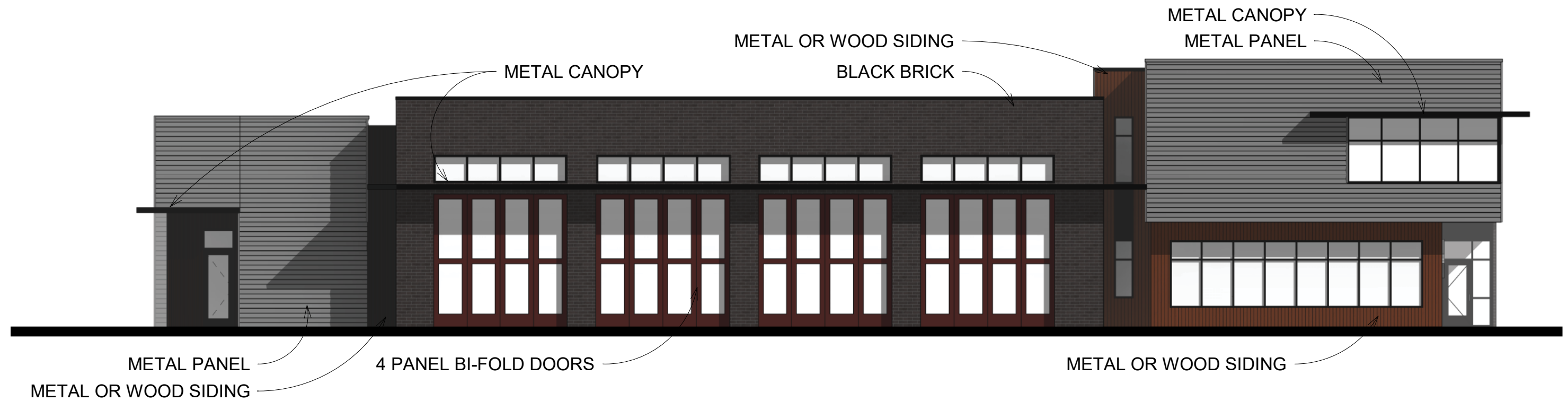
EXTERIOR ELEVATIONS/ EAST

SCALE: 3/32" = 1'-0"



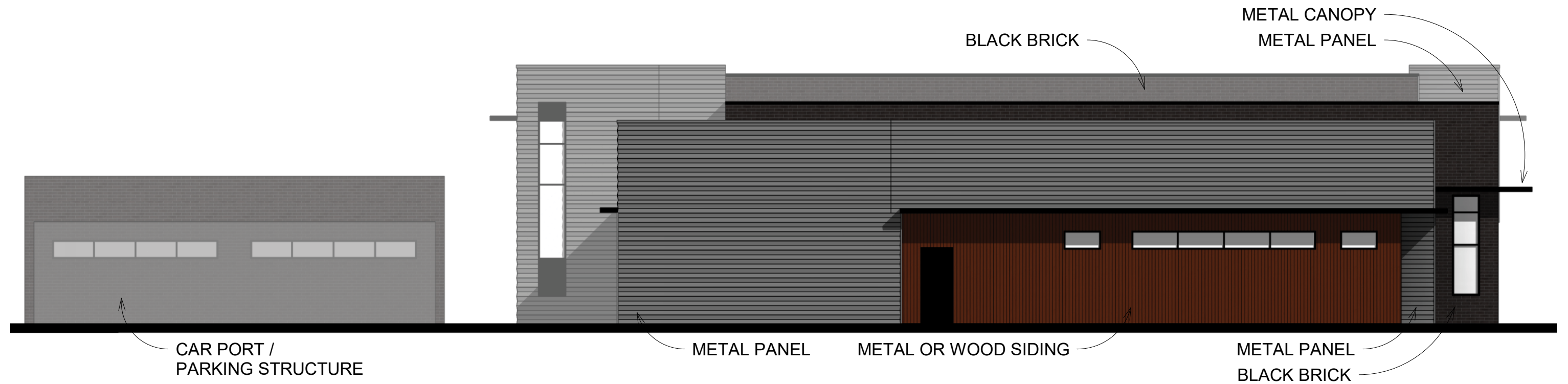
EXTERIOR ELEVATIONS/ WEST

SCALE: 3/32" = 1'-0"



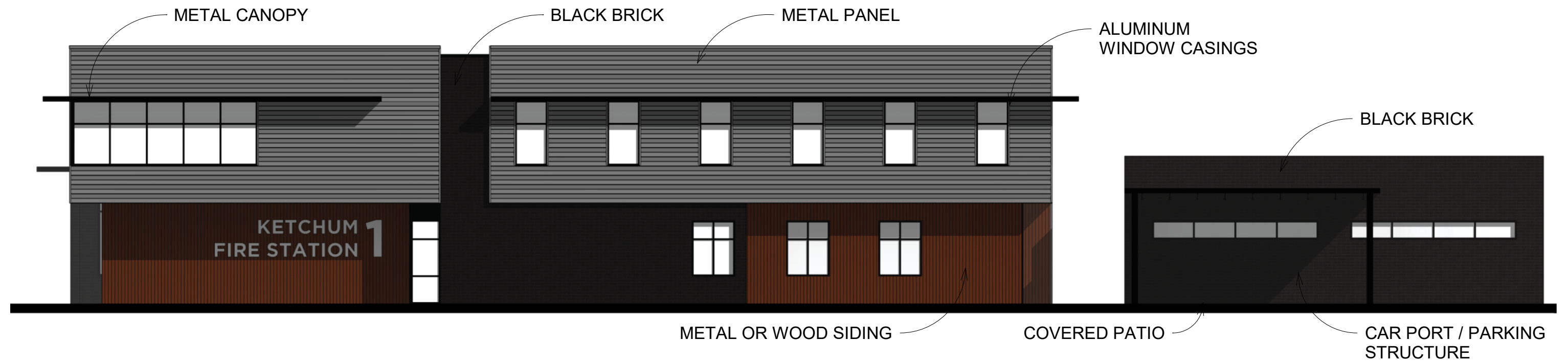
EXTERIOR ELEVATIONS/ NORTH

SCALE: 3/32" = 1'-0"



EXTERIOR ELEVATIONS/ SOUTH

SCALE: 3/32" = 1'-0"



EXTERIOR PERSPECTIVES/

EXTERIOR PERSPECTIVE/ VIEW FROM SW



THANK YOU/



City of Ketchum

January 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution 20-005 Adopting Fees and Fee Schedules for All City Departments

Recommendation and Summary

Staff is recommending the Council adopt Resolution 20-005 adopting a revised fee schedule for the City of Ketchum with the following motion:

"I move to adopt Resolution 20-005 adopting fees and fee schedules for all City departments."

The reasons for the recommendation are as follows:

- The City of Ketchum seeks to add two new fees to recover costs associated with the issuance of dig permits and window advertising permits.
- Clarification on other fees, for temporary certificate of occupancy and water meters, is required.

Introduction and History

Fees charged by the City are established via a resolution of the City Council. Resolution 15-018 established the first citywide fee resolution for the City of Ketchum. The fee resolution has been periodically updated to add new fees or modify existing ones.

Analysis

The City of Ketchum is seeking to recover costs associated with the process of issuing certain permits. Staff has found that the issuance of dig permits and window advertising permits will require varying levels of staff review and is recommending the imposition of fees to ensure adequate cost recovery, as shown in tables 3-F and 4 of the attached.

Additionally, staff would like to clarify that the temporary certificate of occupancy fee is required for each week of existence, as shown in table 1-A.

Finally, during the November 18, 2019, modification to the water and wastewater connection fees, the cost for water meters was inadvertently omitted from the connection fee calculation. So, table 4-B includes the reinstatement of the separate water meter fee.

Financial Impact

The connection fees included in Resolution 20-005 are anticipated to provide cost recovery for certain City processes. Certain funds may receive minimal revenue increases from the fees that will offset associated costs.

Attachments

- Attachment A: Resolution 20-005
- Attachment B: Redline of Fee Resolution 20-005

RESOLUTION NUMBER 20-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND ESTABLISHING POLICIES FOR COLLECTING FEES

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Ketchum Municipal Code authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Ketchum; and

WHEREAS, each department within the City of Ketchum organization has quantified the costs of processing and administering each application specific to that department;

WHEREAS, the City of Ketchum adopted Resolution 15-018 establishing the first citywide fee resolution on August 24th, 2015; and

WHEREAS, the City Council approved changes to Resolution 15-018 at the May 2, 2016 Regular Meeting and directed staff to bring back a revised resolution for adoption at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved Resolution 16-006 at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved additional amendments to the fee resolution on June 6, 2016 and adopted Resolution 16-008; and

WHEREAS, the City Council approved additional amendments to the fee resolution on September 18, 2017, and adopted Resolution 17-011, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on April 16, 2018, and adopted Resolution 18-012, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on August 20, 2018, and adopted Resolution 18-020, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on December 3, 2018, and adopted Resolution 18-031, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on October 21, 2019, and adopted Resolution 19-024, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on November 18, 2019, and adopted Resolution 19-029, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on January 6, 2020, through Resolution 20-005.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.

Section 1: Planning and Building Department Fees

TABLE 1-A BUILDING PERMIT AND PLAN CHECK FEES

TOTAL VALUATION¹	FEE
\$1.00 to \$500.00	\$24.50
\$501.00 to \$2,000.00	\$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof
PLAN CHECK FEES	
Plan Check Fee:65% of Permit Fee	
P&Z Plan Check Fee: 70% of Plan Check Fee	
Fire Department Plan Check Fee: Same as P&Z Plan Check Fee	
OTHER INSPECTIONS AND FEES:	
1. Inspections outside of normal business hours \$60 per hour ² (minimum charge--two hours)	
2. Re-inspection fees assessed under provisions of Section 109.7 \$60 per hour ²	
3. Inspections for which no fee is specifically indicated\$60 per hour ² (minimum charge--one-half hour)	
4. Additional and partial inspections above the minimum required by the building codes may be charged. \$60 per hour ² (minimum charge—one hour)	
5. Additional plan review required by changes, additions or revisions to plans\$60 per hour ² (minimum charge--one-half hour)	
6. Additional costs incurred by the City for security agreements and other similar processes (minimum charge) \$100 ²	
7. For use of outside consultants for plan checking and inspections, or both Actual costs ³	
8. Penalty for commencement of work without a building permit \$1,000 (in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030)	
9. Deferred submittals, per each submittal25% of Plan review fee	
10. Temporary Certificate of Occupancy (non-refundable).\$1,000 per week	
11. Alternative Energy System Installation\$100 ⁴	
11. Demolition Fee. \$150 ⁵	
12. Administrative Review Fee\$190 per day	
NOTES TO TABLE 1-A	
¹ Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of the project.	
² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
³ Actual costs include administrative and overhead costs.	
⁴ Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspections and Fees #4.	
⁵ A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits.	

BUILDING PERMIT AND REVIEW FEE POLICIES

Administrative Review Fee. An administrative fee of \$190 per day shall be charged to the applicant of a building permit when all fees associated with a building permit are not paid within five (5) working days after the date of the issuance of a building permit. This fee shall commence on the sixth day after the Issuance of a Building Permit and shall be charged on all working days thereafter until all fees associated with the building permit are paid.

Expiration of an Inactive Building Permit. Except as otherwise described in 15.04 of the Ketchum Municipal Code, building permits that are not obtained by the applicant within 30 working days from the official date of the Issuance of a Building Permit shall be deemed null and void.

Fees for re-roofs. A full building permit fee and a ten (10) percent plan check fee shall be required for all re-roofing. No Fire Department plan check fee and no Planning Department plan check fee shall be required for re-roofing. However when a re-roof of other than a one- or two-family dwelling includes new structural elements that change the roof, including but not limited to the addition of cold roof sleepers, a full permit shall be required and all plan check fees shall be assessed.

Fee Refunds. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official is authorized to establish a refund policy but shall not authorize the refunding of more than eighty (80) percent of the permit fees or the various plan review fees. The applicant for a building permit must request a refund in writing on or before the one year anniversary of the date the application for a permit was completed.

Fees for repairs. Repairs of all elements for which a building permit is not specifically excluded shall require a permit. Fees for repair work shall be the full building permit fee based on the cost of the repair work and a ten (10) percent plan check fee. No Fire Department plan check fee and no Planning Department plan check fee shall be required for repairs.

Fire Department Review. Fire Department approval shall be obtained prior to obtaining a building permit. A plan check fee for the Fire Department review shall be in accordance with the Fire Department fee schedule as enacted by separate resolutions and ordinances but shall be assessed and collected by the Building Department at the time of application for a permit.

Incomplete construction documents. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in the International Building Code, Section 107 and the International Residential Code, Section 106, an additional plan review fee shall be charged at the rate shown in Table 1-A.

Issuance of a Building Permit. A building permit is issued when the Building Official, or their designee, signs and dates the Building Permit. All timelines and scheduling requirements begin on this date.

Payment of Fees. On application for a permit applicant shall pay one hundred (100) percent of all permit, plan check, fire plan check, and planning and zoning plan check fees. All other fees, including impact fees and any fees paid in-lieu of actual improvements or requirements shall be paid when the building permit is issued and no later than five (5) working days after the date of the Issuance of a Building Permit.

Penalty for Commencement of Work without a Building Permit. This penalty shall be assessed in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030.

Commencement of Work is defined as, "Any excavation including the removal of top soil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit."

Planning Department Review, Inspection and Fees. Planning Department approval shall be obtained prior to obtaining a building permit. Planning Department fee for plan check for building construction shall be seventy (70) percent of the Building Department plan review fee and shall be assessed and collected by the Building Department at the time of application for a permit.

Plan Review Fees. When submittal documents are required by the International Building Code, Section 105 and the International Residential Code, Section 105, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be sixty-five (65) percent of the building permit fee as shown in Table 1-A.

The plan review fees specified are separate fees from the permit fees specified in the International Building Code, Section 109.2 and the International Residential Code, Section 108.2 and are in addition to the permit fees.

Security Agreements. A security agreement, in the amount of one hundred fifty (150) percent of the value of the work in question, may be required prior to final building inspection in the event that said work cannot be completed due to temporary circumstances, such as cold temperatures and/or frozen ground. Granting of a security agreement is at the discretion of the City Council. A letter of credit may satisfy the requirement for a security agreement

Temporary Certificate of Occupancy. A Temporary Certificate of Occupancy shall be issued in rare circumstances and only for projects that meet all life safety and structural requirements as dictated by the family of international building codes, as applicable to the project. A Temporary Certificate of Occupancy shall be valid for no more than fourteen (14) days from the date of issuance, at which time the project must obtain a permanent Certificate of Occupancy or pay the fee for an additional Temporary Certificate of Occupancy.

Waiver of Fees as an Economic Development Incentive. Up to 25% of all Plan Review Fees, Planning Department Review Fees, and Fire Department Review Fees may be waived for any project that meets all criteria established by the Idaho Department of Commerce for the Tax Reimbursement Incentive program. Official documentation of approval of the project by the Idaho Department of Commerce must accompany any request to waive review fees. The Administrator shall approval all projects for a fee waiver that meet these criteria.

TABLE 1-B PLANNING & ZONING FEE SCHEDULE	
APPLICATION TYPE	FEE (\$)
DESIGN REVIEW	
Pre-application	\$1,100
Single Family Residential Design Review	\$1,400
Multi-Family Residential Design Review	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Design Review	\$1,525 plus \$100 per 1,000 gross sq. ft.
Accessory Dwelling Unit Design Review	\$450
Minor Modification Design Review - Administrative	\$250
Hotel Pre-Application	\$0.10/sq. ft.
Hotel Design Review (not phased)	\$0.32/sq. ft.
Hotel Phasing Design Review	2 Phase= 1: \$0.16/sq. ft. 2: \$0.16/sq. ft.
	3 Phase= 1: \$0.11/sq ft 2: \$0.11/ft 3: \$0.10/ft
SUBDIVISION	
Land Subdivision: Preliminary Plat	\$1,300/lot
Condo/Townhouse Subdivision: Preliminary Plat	\$525/unit
Subdivision: Final Plat	\$375/lot or unit
PUD	\$4,300 first 4 units/lots, \$1500 each additional
Lot Line Shift	\$475 per altered lot
Vacation	\$1,615
FLOODPLAIN DEVELOPMENT PERMITS	
Streambank Alteration and Emergency Streambank Alteration Permit	\$250 plus applicable consultant review expenses
Single Family Residential Floodplain Permit	\$1,400
Multi-Family Residential Floodplain Permit	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Floodplain Permit	\$1,525 plus \$100 per 1,000 gross sq. ft.
Minor Project Floodplain Permit - interior remodel, new structures/additions entirely outside of floodplain, landscape/riparian only	\$250
OTHER PERMITS	
Sign	\$125
Fence	\$100
Day Care facility	\$300
Conditional Uses (except Day Care Facilities)	\$1,100
Variance	\$1,100
Appeals	\$2,175 (+ cost of transcript if required)
Off-Site Vendor	\$525 (seasonal), \$750 (annual). An additional \$150 per month facility fee for vendors with no on-site public restroom.
Grading	\$125
Hotel PUD	\$0.48/sq. ft.
Snow Storage Permit – Neighborhood	\$75
Snow Storage Permit – Commercial	\$125
Snow Storage Permit – Conditional Use Permit	\$250
CHANGES/AMENDMENTS/WCF'S	
Comprehensive Plan Change	\$1,925
Zoning Code Revision	\$1,925
Zone Change Request	\$1,925

WCF Master Plan/WCF Permit/Staff approval	\$525/\$525/\$225
Development Agreement Rezone	\$2,900, subject to development agreement
Development Agreement (non-rezone)	\$1,900, subject to development agreement
Residential Annexation	\$5,688 per unit, subject to annexation agreement
Commercial Annexation	\$12,655 per 1000 square feet, subject to annexation agreement
Amendment to Development Agreement	\$750
Miscellaneous Fees and Changes	
Consultant Review Fee	100% of actual costs incurred by City
Community Housing In-lieu Fee	\$238 per square foot
Parking In-lieu Fee	\$38,500 per parking space

C. IMPACT FEES

TABLE 1-C.1 DEVELOPMENT IMPACT FEES				
	Fire	Parks	Police	Streets
Single Family	\$2,092	\$,1047	\$104	\$4,492
Multi Family/unit	\$1,616	\$809	\$80	\$3,471
Commercial	\$.454/sf	\$0	\$.022/sf	\$.968/sf

Section 2: Fire Department Fees

TABLE 2-A CITY OF KETCHUM FIRE DEPARTMENT FEE SCHEDULE	
<u>Permits Required Under the 2012 International Fire Code Section 105</u>	
a.1.	Automatic fire alarm system. Plan checks, inspections and acceptance testing of required fire alarm systems. Permit Plan Check Fee: \$55.00 per hour Inspections and Testing Fee: \$55.00 per hour
a.2.	Automatic fire sprinkler system. Plan checks, inspections and acceptance testing of required fire sprinkler systems. Permit Plan Check Fee: \$75.00 per riser plus \$.50 per head Inspections and Testing Fee: \$55.00 per hour
c.l	Carnivals and Fairs. An operational permit is required to conduct a carnival or fair. Permit Fee: \$75.00
c.2.	Compressed gases. An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.6.8. <u>Exception:</u> Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle. Permit Fee: \$75.00
c.3.	Consultants Fees. Fees for use of outside consultants for plan checking and inspections, or both. Fee: Actual Costs Charged by Consultants per Project Review
c.4.	Cryogenic fluids. An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.6.10. <u>Exception:</u> Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading. Permit Fee: \$50.00
c.5.	Daycare Inspection. Inspection Fee: \$25.00
e.l.	Emergency responder radio coverage system. A construction permit is required to install or modify an emergency responder radio coverage system and related equipment. Permit Plan Review Fee: \$500.00 Inspection and Testing Fee: \$55/hour
e.2.	Explosives or blasting agents. An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives or explosive materials. Permit Fee: \$100.00
f. 1.	Fire clearance permits. Fire clearance permits issued by the fire department for uses such as Nursery Schools, Day Care Centers and Foster Homes. Permit Fee: \$25.00
f.2.	Flammable or combustible liquids. An operational permit is required per Section 105.6.16. Permit Fee: \$100.00

h.1.	Hazardous Materials. An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20. Permit Fee: \$100.00
h.2.	Hood and duct. An operational permit is required for inspection and acceptance testing of hood and duct systems. Permit Fee: \$50.0
L.1.	Liquefied petroleum gases. An operational permit is required for: Storage and use of LP-gas. <u>Exception:</u> A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. Permit Fee: \$75.00
o.1.	Oil or fuel tank removal. A construction permit is required: 1. To repair or modify a pipeline for the transportation of flammable or combustible liquids. 2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank. Permit Fee: \$100.00
o.2.	Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: Recreational fires. Permit Fee: \$50.00
p.1.	Plan check fees: Fee for initial plan check for building construction. Permit Fee: 70% of Department of Building Safety plan check fee. Fee for any additional checks of revised plans for building construction. Permit Fee: 70% of Department of Building Safety plan a cheek fee.
p.2.	Pyrotechnical special effects material. An operational permit is required for use and handling of pyrotechnic special effects material. Permit Fee \$100.00
s.1.	Solar photovoltaic power system. A construction permit is required to install or modify solar photovoltaic power systems. Permit Fee: \$50
s.2.	Spraying or dipping. An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by Chapter 24. Permit Fee: \$100.00
t.1.	Tents, canopies and temporary membrane structures. An operational permit is required to operate an air-supported temporary membrane structure, canopy or tent having an area in excess of 400 square feet (37m). Exception: Tents used exclusively for recreational camping purposes and fabric canopies open on all sides, which comply with the items listed in Section 105.6.43 of the 2012 International Fire Code. Permit Fee: \$40.00
u.1.	Use of apparatus. Use of fire department apparatus or personnel, one (1) hour minimum. Time is from station door to station door. Personnel: \$55.00 per hour Ambulance Staffed with 2 EMTs: \$145.00 per hour Fire Engine Staffed with 3 Firefighters: \$175.00 per hour Staff Vehicle Staffed with 1 Firefighter or EMT: \$100.00 per hour

Section 3: Parks, Events, and Recreation Department Fees

Table 3A – Youth After School Program Fees (payment plans and scholarships available)

Full season (school year)	\$630.00
Per month	\$88.00
Per day	\$12.00
Out-of-school and extra activities	range is \$35.00-\$55.00; cost is activity dependent
Additional after school activities	\$36.00 rec member/\$68.00 non-member

Table 3B – Summer Youth Recreation Program (payment plans and scholarships available)

Full summer (ten weeks M-Th)	\$920.00
One session (five weeks M-Th)	\$460.00
Per day (drop-in)	\$36.00
Friday Adventures (requires individual registration)	Cost is activity dependent

Table 3C – Park Reservations

½ day rate (up to 4 hours)	Full day rate (up to 8 hours)
100 people or fewer: \$80.00	100 people or fewer: \$140.00
101 people or more: \$140.00	101 people or more: \$275.00
Refundable Security Deposit: \$250.00	

Table 3D – Atkinson Park athletic fields, Recreation Center

Athletic fields and facilities	\$65 per two hours; additional fees may apply
Recreation Center	\$50 per hour plus \$150 security deposit

Table 3E – Organized Sports Leagues/Commercial Use Permit*

All public park areas	Fees are determined by staff according to current Park Reservations, athletic field, and Recreation Center fee schedules
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*Commercial uses when organizer charges an admission or participation fee

Table 3F – Special Events*

Street Party Application Fee	\$100.00
Block Party Application Fee	\$50.00
Category A – application fee	\$100.00
Category B – application fee	\$200.00
Category C – application fee	\$600.00
Facility Fee	\$150.00 per day
Visitor Center Window Advertising Permit	\$75.00
Music License Fee	\$10 per day
Amplified Sound Permit	Free with approved permit associated with a Special Event
Street Closure for Designated Event Location	\$100.00
Street Closure for Non-Designated Event Location	\$500.00
Refundable Security Deposit	\$250.00

*Additional departmental fees may apply and are assessed following the event

Table 3G – Film Permit*

Application Fee (waived for student projects)	\$200.00 per project
Motion: City Property including rights-of-way	\$400.00 per day
Still: City Property including rights-of-way	\$200.00 per day

* Additional departmental fees may apply and are assessed following the event

Table 3H – Memorials and donations

Benches, trees, tables, property, etc.	All memorials are cost-specific and determined by Department Director or designee
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Table 3I – Tree Services

Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission)	\$50 per occurrence
Tree Permit (allows contractor to perform work on public trees with permission)	\$50 per fiscal year

PARKS & RECREATION DEPARTMENT FEE POLICIES

Liability Waiver and Insurance Requirements. Where applicable, all participants are required to sign a liability indemnification statement and provide proof of insurance.

Youth Program Photo Release. Parent or legal guardian of youth program participants are required to sign a photo release stating: Unless I decline in writing I also authorize the City of Ketchum, and/or parties designated by the City of Ketchum, to use my child’s photo for the reproduction in any manner the City of Ketchum desires, for advertising, display, audiovisual exhibition or editorial use.

Refunds. No cash refunds are given. Refunds and over payments will be credited to participants with a gift certificate for future program use. Gift certificates are valid for one (1) year from the date of issuance toward any Ketchum Parks & Recreation Department program or service. Gift certificates are non-transferable. This policy applies to all programs and services offered by the Parks & Recreation Department.

All other policies are determined by current Ordinance or Resolution language. Registration and/or approved permits are required for all activities listed above.

Section 4: Public Works Department Fees

TABLE 4-A STREET DIVISION FEES	
Banner Install/Remove	\$175
Right of Way Improvement/Encroachment Permit *	\$50
Right of Way Use Permit	\$20
Dig Permit	\$50
Barricade Rental	\$20

* To the extent that outside agencies charge fees to record documents, such fees will be passed onto the applicant.

TABLE 4-B WATER DIVISION FEES	
City water tap and corporation stop installation	In addition to connection fees in table 4-D
1" tap	\$203
1 ½" tap	\$220
2" tap	\$247
Non-Standard Connection Fee	Time and material cost to city
Water Meter Fee – 1" Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 1.5" R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 1.5" C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 2" R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 2" C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 3" Water Meter + up	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Vaults	\$1,035
Fire Line Permit Fee	\$241
Turn-On Fee	\$14.47
Turn-Off Fee	\$14.47
Water User Charges – Metered Users	
Base charge	\$13.22 per month (residential or commercial)
<u>Gallons Supplied</u>	Additional Charge per 1,000 gallons
1,000 – 8,000	\$1.05
8,001 – 65,000	\$2.10
65,001 – 120,000	\$4.22
>120,000	\$6.34
Water User Charges – Non-Metered Users	
<u>Residential Flat Rate</u>	
First five (5) cold water taps or less	\$22.77 per month/unit
Each additional cold water tap	\$2.11 per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	\$0.78 per month/ unit
<u>Commercial Flat Rate</u>	
First five (5) cold water taps or less	\$34.95 per month/unit
Each additional cold water tap	\$2.91 per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	\$0.78 per month/unit

Fire User Charge	
<u>Connection Size</u>	
2"	\$7.83 per month
4"	\$15.92 per month
6"	\$31.99 per month
8"	\$47.29 per month
10"	\$64.02 per month
12"	\$79.23 per month
Tank Truck Fill Fee	Fee determined by amount
Use of Fire Hydrant Charge	\$15.18 per day

TABLE 4-C WASTEWATER DIVISION FEES

Service Inspection Fee	\$40
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Sewer User Charges

Service No.	Classification	Rate Per Month
11	Single family home	\$ 35.55
12	Multiple living unit	\$ 35.55
13	Motel / hotel (first unit)	\$ 35.55
15	Office building / 1,500 square feet	\$ 35.55
16	Retail sales / 3,000 square feet	\$ 35.55
17	Restaurant / cafe per seat with or without a trap	\$ 3.51
20	Retail food / 1,500 square feet	\$ 35.55
21	Barber shop / per chair	\$ 17.76
22	Beauty salon / per operator	\$ 35.55
26	Dry cleaners	\$ 71.07
27	Garage / mechanical per 1,500 square feet	\$ 71.07
28	Laundries	\$ 142.16
29	Bank	\$ 71.07
30	School / per 50 students	\$ 35.55
31	Swimming pool / private / 500 square feet	\$ 8.84
32	Beer, wine, liquor	\$ 71.07
33	Theater / per screen	\$ 71.07
35	Nursery school	\$ 71.07
36	Church	\$ 71.07
37	Lodge / private / 3,000 square feet	\$ 71.07
39	Dentist / doctor/ per medical doctor	\$ 38.26
40	Car wash with recycle	\$ 38.26
41	Hospital / per bed	\$ 7.09
42	Bowling alley / per lane	\$ 14.20
43	Car wash without recycle / per bay	\$ 71.07
44	Commercial / 3,000 square feet	\$ 35.55
45	Photo development lab	\$ 71.07
46	Gas station with public restrooms	\$ 71.07
47	Warehouse / 6,000 square feet	\$ 35.55
48	Swimming pool / public / 500 square feet	\$ 26.62
54	Motel / hotel unit without cooking	\$ 8.84
55	Motel hotel, with cooking	\$ 17.76
56	Senior family living home	\$ 17.76

Returned Check Charge	\$10
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Table 4-D Water and Wastewater Connection Fees			
Meter Size	Base Connection Fee Scale Factor	Water Connection Fee	Wastewater Connection Fee
1"	1.00	\$3,816.00	\$2,921.00
1.5"	2.25	\$8,586.00	\$6,572.25
2"	4.00	\$15,264.00	\$11,684.00
3"	9.00	\$34,344.00	\$26,289.00
4"	16.00	\$61,056.00	\$46,736.00
6"	36.00	\$137,376.00	\$105,156.00
* Connection Fees are pursuant to October 18, 2019, Galena Engineering Report			

Section 5: Administrative/City Clerk Fees

TABLE 5-A BUSINESS LICENSE AND TAX FEES		
Business License	Fee \$50.00	<p>Late Fee Charge \$10.00 for business license application received after the deadline.</p> <p>Waiver of Business License Fee The fee for a business license may be waived for three years for any business that meets the criteria for the Tax Reimbursement Incentive program as defined and administered by the Idaho Department of Commerce. Official documentation from the Idaho Department of Commerce approving the business for the TRI program shall accompany the request to waive the business license fee. The City Clerk shall waive the fee for all project that meet these criteria.</p>
City Local Option Tax	No Fee - Tax Collected per Municipal Code Title 3, Chapter 12. Credit card processing fees will be charged at the rate assessed by the vendor.	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due
Catering Permit	\$20.00 per day or as determined by Idaho Code 23-934A	

TABLE 5-B ADMINISTRATIVE SERVICES FEES

Copying Fee Schedule

Cost per copy (in-house)

Black & White

\$.06/page: 8.5"x11" Single-sided

\$.06/page: 8.5"x14" Single-sided

\$.11/page: 8.5"x11" Double-sided

\$.11/page: 8.5"x14" Double-sided

\$.15/page: 11"x17" Single-sided

\$.29/page: 11"x17" Double-sided

Color

\$.65/page: 8.5"x11"

\$.65/page: 8.5"x14"

\$.85/page: 11"x17"

Cost for third party (out-of-house) copies for oversized materials which cannot be copied by the City of Ketchum:

24" X 36"

\$ 3.30/page

22" X 34"

\$ 3.00/page

Pursuant to Idaho Code §74-102(10) the Labor Rates referenced below will apply under the following conditions:

- If the request is more than one hundred (100) pages of paper records; or
- The request includes records from which nonpublic information must be deleted; or
- The actual labor associated with locating and copying documents for a request that exceeds two (2) person hours

LABOR RATES

City Administrator

Current Salary divided by 2,080 hours per year

Department Head

Current Salary divided by 2,080 hours per year

Assistant or Associate

Current Salary divided by 2,080 hours per year

City Clerk

Current Salary divided by 2,080 hours per year

Network Consultant

Current Hourly Rate

OTHER CHARGES

For providing a duplicate of a computer tape, computer disk, microfilm or similar or analogous record system containing public record information, the City of Ketchum shall charge a fee uniform to all persons that does not exceed the sum of the following:

- The City of Ketchum's direct cost of copying the information in that form, including labor at hourly rates specified above, overhead at rate specified above and cost of materials;
- The standard cost, if any, for selling the same information in the form of a publication;
- The cost of consultant services to research and copy public records request.

Payment of the applicable charges shall be made prior to the commencement of research or copying based upon the City Clerk's estimated cost for meeting the public records request.

This Resolution will be in full force and effect upon its adoption this 6th day of January 2020.

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty
City Clerk

RESOLUTION NUMBER 20-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND ESTABLISHING POLICIES FOR COLLECTING FEES

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Ketchum Municipal Code authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Ketchum; and

WHEREAS, each department within the City of Ketchum organization has quantified the costs of processing and administering each application specific to that department;

WHEREAS, the City of Ketchum adopted Resolution 15-018 establishing the first citywide fee resolution on August 24th, 2015; and

WHEREAS, the City Council approved changes to Resolution 15-018 at the May 2, 2016 Regular Meeting and directed staff to bring back a revised resolution for adoption at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved Resolution 16-006 at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved additional amendments to the fee resolution on June 6, 2016 and adopted Resolution 16-008; and

WHEREAS, the City Council approved additional amendments to the fee resolution on September 18, 2017, and adopted Resolution 17-011, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on April 16, 2018, and adopted Resolution 18-012, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on August 20, 2018, and adopted Resolution 18-020, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on December 3, 2018, and adopted Resolution 18-031, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on October 21, 2019, and adopted Resolution 19-024, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on November 18, 2019, and adopted Resolution 19-029, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on January 6, 2020, through Resolution 20-005.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.

Section 1: Planning and Building Department Fees

TABLE 1-A BUILDING PERMIT AND PLAN CHECK FEES

TOTAL VALUATION ¹	FEE
\$1.00 to \$500.00	\$24.50
\$501.00 to \$2,000.00	\$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof
PLAN CHECK FEES	
Plan Check Fee:65% of Permit Fee
P&Z Plan Check Fee:	70% of Plan Check Fee
Fire Department Plan Check Fee:	Same as P&Z Plan Check Fee
OTHER INSPECTIONS AND FEES:	
1. Inspections outside of normal business hours	\$60 per hour ² (minimum charge--two hours)
2. Re-inspection fees assessed under provisions of Section 109.7	\$60 per hour ²
3. Inspections for which no fee is specifically indicated	\$.60 per hour ² (minimum charge--one-half hour)
4. Additional and partial inspections above the minimum required by the building codes may be charged.	\$60 per hour ² (minimum charge—one hour)
5. Additional plan review required by changes, additions or revisions to plans	\$.60 per hour ² (minimum charge--one-half hour)
6. Additional costs incurred by the City for security agreements and other similar processes (minimum charge)	\$100 ²
7. For use of outside consultants for plan checking and inspections, or both	Actual costs ³
8. Penalty for commencement of work without a building permit	\$1,000 (in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030)
9. Deferred submittals, per each submittal25% of Plan review fee
10. Temporary Certificate of Occupancy (non-refundable). \$1,000 <u>per week</u>
11. Alternative Energy System Installation	\$.100 ⁴
11. Demolition Fee.	\$150 ⁵
12. Administrative Review Fee	\$.190 per day
NOTES TO TABLE 1-A	
¹ Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of the project.	
² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
³ Actual costs include administrative and overhead costs.	
⁴ Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspections and Fees #4.	
⁵ A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits.	

BUILDING PERMIT AND REVIEW FEE POLICIES

Administrative Review Fee. An administrative fee of \$190 per day shall be charged to the applicant of a building permit when all fees associated with a building permit are not paid within five (5) working days after the date of the issuance of a building permit. This fee shall commence on the sixth day after the Issuance of a Building Permit and shall be charged on all working days thereafter until all fees associated with the building permit are paid.

Expiration of an Inactive Building Permit. Except as otherwise described in 15.04 of the Ketchum Municipal Code, building permits that are not obtained by the applicant within 30 working days from the official date of the Issuance of a Building Permit shall be deemed null and void.

Fees for re-roofs. A full building permit fee and a ten (10) percent plan check fee shall be required for all re-roofing. No Fire Department plan check fee and no Planning Department plan check fee shall be required for re-roofing. However when a re-roof of other than a one- or two-family dwelling includes new structural elements that change the roof, including but not limited to the addition of cold roof sleepers, a full permit shall be required and all plan check fees shall be assessed.

Fee Refunds. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official is authorized to establish a refund policy but shall not authorize the refunding of more than eighty (80) percent of the permit fees or the various plan review fees. The applicant for a building permit must request a refund in writing on or before the one year anniversary of the date the application for a permit was completed.

Fees for repairs. Repairs of all elements for which a building permit is not specifically excluded shall require a permit. Fees for repair work shall be the full building permit fee based on the cost of the repair work and a ten (10) percent plan check fee. No Fire Department plan check fee and no Planning Department plan check fee shall be required for repairs.

Fire Department Review. Fire Department approval shall be obtained prior to obtaining a building permit. A plan check fee for the Fire Department review shall be in accordance with the Fire Department fee schedule as enacted by separate resolutions and ordinances but shall be assessed and collected by the Building Department at the time of application for a permit.

Incomplete construction documents. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in the International Building Code, Section 107 and the International Residential Code, Section 106, an additional plan review fee shall be charged at the rate shown in Table 1-A.

Issuance of a Building Permit. A building permit is issued when the Building Official, or their designee, signs and dates the Building Permit. All timelines and scheduling requirements begin on this date.

Payment of Fees. On application for a permit applicant shall pay one hundred (100) percent of all permit, plan check, fire plan check, and planning and zoning plan check fees. All other fees, including impact fees and any fees paid in-lieu of actual improvements or requirements shall be paid when the building permit is issued and no later than five (5) working days after the date of the Issuance of a Building Permit.

Penalty for Commencement of Work without a Building Permit. This penalty shall be assessed in in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030.

Commencement of Work is defined as, "Any excavation including the removal of top soil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit."

Planning Department Review, Inspection and Fees. Planning Department approval shall be obtained prior to obtaining a building permit. Planning Department fee for plan check for building construction shall be seventy (70) percent of the Building Department plan review fee and shall be assessed and collected by the Building Department at the time of application for a permit.

Plan Review Fees. When submittal documents are required by the International Building Code, Section 105 and the International Residential Code, Section 105, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be sixty-five (65) percent of the building permit fee as shown in Table 1-A.

The plan review fees specified are separate fees from the permit fees specified in the International Building Code, Section 109.2 and the International Residential Code, Section 108.2 and are in addition to the permit fees.

Security Agreements. A security agreement, in the amount of one hundred fifty (150) percent of the value of the work in question, may be required prior to final building inspection in the event that said work cannot be completed due to temporary circumstances, such as cold temperatures and/or frozen ground. Granting of a security agreement is at the discretion of the City Council. A letter of credit may satisfy the requirement for a security agreement

Temporary Certificate of Occupancy. A Temporary Certificate of Occupancy shall be issued in rare circumstances and only for projects that meet all life safety and structural requirements as dictated by the family of international building codes, as applicable to the project. A Temporary Certificate of Occupancy shall be valid for no more than fourteen (14) days from the date of issuance, at which time the project must obtain a permanent Certificate of Occupancy or pay the fee for an additional Temporary Certificate of Occupancy.

Waiver of Fees as an Economic Development Incentive. Up to 25% of all Plan Review Fees, Planning Department Review Fees, and Fire Department Review Fees may be waived for any project that meets all criteria established by the Idaho Department of Commerce for the Tax Reimbursement Incentive program. Official documentation of approval of the project by the Idaho Department of Commerce must accompany any request to waive review fees. The Administrator shall approval all projects for a fee waiver that meet these criteria.

TABLE 1-B PLANNING & ZONING FEE SCHEDULE	
APPLICATION TYPE	FEE (\$)
DESIGN REVIEW	
Pre-application	\$1,100
Single Family Residential Design Review	\$1,400
Multi-Family Residential Design Review	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Design Review	\$1,525 plus \$100 per 1,000 gross sq. ft.
Accessory Dwelling Unit Design Review	\$450
Minor Modification Design Review - Administrative	\$250
Hotel Pre-Application	\$0.10/sq. ft.
Hotel Design Review (not phased)	\$0.32/sq. ft.
Hotel Phasing Design Review	2 Phase= 1: \$0.16/sq. ft. 2: \$0.16/sq. ft.
	3 Phase= 1: \$0.11/sq ft 2: \$0.11/ft 3: \$0.10/ft
SUBDIVISION	
Land Subdivision: Preliminary Plat	\$1,300/lot
Condo/Townhouse Subdivision: Preliminary Plat	\$525/unit
Subdivision: Final Plat	\$375/lot or unit
PUD	\$4,300 first 4 units/lots, \$1500 each additional
Lot Line Shift	\$475 per altered lot
Vacation	\$1,615
FLOODPLAIN DEVELOPMENT PERMITS	
Streambank Alteration and Emergency Streambank Alteration Permit	\$250 plus applicable consultant review expenses
Single Family Residential Floodplain Permit	\$1,400
Multi-Family Residential Floodplain Permit	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Floodplain Permit	\$1,525 plus \$100 per 1,000 gross sq. ft.
Minor Project Floodplain Permit - interior remodel, new structures/additions entirely outside of floodplain, landscape/riparian only	\$250
OTHER PERMITS	
Sign	\$125
Fence	\$100
Day Care facility	\$300
Conditional Uses (except Day Care Facilities)	\$1,100
Variance	\$1,100
Appeals	\$2,175 (+ cost of transcript if required)
Off-Site Vendor	\$525 (seasonal), \$750 (annual). An additional \$150 per month facility fee for vendors with no on-site public restroom.
Grading	\$125
Hotel PUD	\$0.48/sq. ft.
Snow Storage Permit – Neighborhood	\$75
Snow Storage Permit – Commercial	\$125
Snow Storage Permit – Conditional Use Permit	\$250
CHANGES/AMENDMENTS/WCF'S	
Comprehensive Plan Change	\$1,925
Zoning Code Revision	\$1,925
Zone Change Request	\$1,925

WCF Master Plan/WCF Permit/Staff approval	\$525/\$525/\$225
Development Agreement Rezone	\$2,900, subject to development agreement
Development Agreement (non-rezone)	\$1,900, subject to development agreement
Residential Annexation	\$5,688 per unit, subject to annexation agreement
Commercial Annexation	\$12,655 per 1000 square feet, subject to annexation agreement
Amendment to Development Agreement	\$750
Miscellaneous Fees and Changes	
Consultant Review Fee	100% of actual costs incurred by City
Community Housing In-lieu Fee	\$238 per square foot
Parking In-lieu Fee	\$38,500 per parking space

C. IMPACT FEES

TABLE 1-C.1 DEVELOPMENT IMPACT FEES				
	Fire	Parks	Police	Streets
Single Family	\$2,092	\$,1047	\$104	\$4,492
Multi Family/unit	\$1,616	\$809	\$80	\$3,471
Commercial	\$.454/sf	\$0	\$.022/sf	\$.968/sf

Section 2: Fire Department Fees

TABLE 2-A CITY OF KETCHUM FIRE DEPARTMENT FEE SCHEDULE	
<u>Permits Required Under the 2012 International Fire Code Section 105</u>	
a.1.	<p>Automatic fire alarm system. Plan checks, inspections and acceptance testing of required fire alarm systems.</p> <p>Permit Plan Check Fee: \$55.00 per hour Inspections and Testing Fee: \$55.00 per hour</p>
a.2.	<p>Automatic fire sprinkler system. Plan checks, inspections and acceptance testing of required fire sprinkler systems.</p> <p>Permit Plan Check Fee: \$75.00 per riser plus \$.50 per head Inspections and Testing Fee: \$55.00 per hour</p>
c.l	<p>Carnivals and Fairs. An operational permit is required to conduct a carnival or fair.</p> <p>Permit Fee: \$75.00</p>
c.2.	<p>Compressed gases. An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.6.8.</p> <p><u>Exception:</u> Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.</p> <p>Permit Fee: \$75.00</p>
c.3.	<p>Consultants Fees. Fees for use of outside consultants for plan checking and inspections, or both.</p> <p>Fee: Actual Costs Charged by Consultants per Project Review</p>
c.4.	<p>Cryogenic fluids. An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.6.10.</p> <p><u>Exception:</u> Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.</p> <p>Permit Fee: \$50.00</p>
c.5.	<p>Daycare Inspection.</p> <p>Inspection Fee: \$25.00</p>
e.l.	<p>Emergency responder radio coverage system. A construction permit is required to install or modify an emergency responder radio coverage system and related equipment.</p> <p>Permit Plan Review Fee: \$500.00 Inspection and Testing Fee: \$55/hour</p>
e.2.	<p>Explosives or blasting agents. An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives or explosive materials.</p> <p>Permit Fee: \$100.00</p>
f. 1.	<p>Fire clearance permits. Fire clearance permits issued by the fire department for uses such as Nursery Schools, Day Care Centers and Foster Homes.</p> <p>Permit Fee: \$25.00</p>
f.2.	<p>Flammable or combustible liquids.</p> <p>An operational permit is required per Section 105.6.16.</p> <p>Permit Fee: \$100.00</p>

h.1.	Hazardous Materials. An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20. Permit Fee: \$100.00
h.2.	Hood and duct. An operational permit is required for inspection and acceptance testing of hood and duct systems. Permit Fee: \$50.0
L.1.	Liquefied petroleum gases. An operational permit is required for: Storage and use of LP-gas. <u>Exception:</u> A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. Permit Fee: \$75.00
o.1.	Oil or fuel tank removal. A construction permit is required: 1. To repair or modify a pipeline for the transportation of flammable or combustible liquids. 2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank. Permit Fee: \$100.00
o.2.	Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: Recreational fires. Permit Fee: \$50.00
p.1.	Plan check fees: Fee for initial plan check for building construction. Permit Fee: 70% of Department of Building Safety plan check fee. Fee for any additional checks of revised plans for building construction. Permit Fee: 70% of Department of Building Safety plan a cheek fee.
p.2.	Pyrotechnical special effects material. An operational permit is required for use and handling of pyrotechnic special effects material. Permit Fee \$100.00
s.1.	Solar photovoltaic power system. A construction permit is required to install or modify solar photovoltaic power systems. Permit Fee: \$50
s.2.	Spraying or dipping. An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by Chapter 24. Permit Fee: \$100.00
t.1.	Tents, canopies and temporary membrane structures. An operational permit is required to operate an air-supported temporary membrane structure, canopy or tent having an area in excess of 400 square feet (37m). Exception: Tents used exclusively for recreational camping purposes and fabric canopies open on all sides, which comply with the items listed in Section 105.6.43 of the 2012 International Fire Code. Permit Fee: \$40.00
u.1.	Use of apparatus. Use of fire department apparatus or personnel, one (1) hour minimum. Time is from station door to station door. Personnel: \$55.00 per hour Ambulance Staffed with 2 EMTs: \$145.00 per hour Fire Engine Staffed with 3 Firefighters: \$175.00 per hour Staff Vehicle Staffed with 1 Firefighter or EMT: \$100.00 per hour

Section 3: Parks, Events, and Recreation Department Fees

Table 3A – Youth After School Program Fees (payment plans and scholarships available)

Full season (school year)	\$630.00
Per month	\$88.00
Per day	\$12.00
Out-of-school and extra activities	range is \$35.00-\$55.00; cost is activity dependent
Additional after school activities	\$36.00 rec member/\$68.00 non-member

Table 3B – Summer Youth Recreation Program (payment plans and scholarships available)

Full summer (ten weeks M-Th)	\$920.00
One session (five weeks M-Th)	\$460.00
Per day (drop-in)	\$36.00
Friday Adventures (requires individual registration)	Cost is activity dependent

Table 3C – Park Reservations

½ day rate (up to 4 hours)	Full day rate (up to 8 hours)
100 people or fewer: \$80.00	100 people or fewer: \$140.00
101 people or more: \$140.00	101 people or more: \$275.00
Refundable Security Deposit: \$250.00	

Table 3D – Atkinson Park athletic fields, Recreation Center

Athletic fields and facilities	\$65 per two hours; additional fees may apply
Recreation Center	\$50 per hour plus \$150 security deposit

Table 3E – Organized Sports Leagues/Commercial Use Permit*

All public park areas	Fees are determined by staff according to current Park Reservations, athletic field, and Recreation Center fee schedules
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*Commercial uses when organizer charges an admission or participation fee

Table 3F – Special Events*

Street Party Application Fee	\$100.00
Block Party Application Fee	\$50.00
Category A – application fee	\$100.00
Category B – application fee	\$200.00
Category C – application fee	\$600.00
Facility Fee	\$150.00 per day
<u>Visitor Center Window Advertising Permit</u>	<u>\$75.00</u>
Music License Fee	\$10 per day
Amplified Sound Permit	Free with approved permit associated with a Special Event
Street Closure for Designated Event Location	\$100.00
Street Closure for Non-Designated Event Location	\$500.00
Refundable Security Deposit	\$250.00

*Additional departmental fees may apply and are assessed following the event

Table 3G – Film Permit*

Application Fee (waived for student projects)	\$200.00 per project
Motion: City Property including rights-of-way	\$400.00 per day
Still: City Property including rights-of-way	\$200.00 per day

* Additional departmental fees may apply and are assessed following the event

Table 3H – Memorials and donations

Benches, trees, tables, property, etc.	All memorials are cost-specific and determined by Department Director or designee
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Table 3I – Tree Services

Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission)	\$50 per occurrence
Tree Permit (allows contractor to perform work on public trees with permission)	\$50 per fiscal year

PARKS & RECREATION DEPARTMENT FEE POLICIES

Liability Waiver and Insurance Requirements. Where applicable, all participants are required to sign a liability indemnification statement and provide proof of insurance.

Youth Program Photo Release. Parent or legal guardian of youth program participants are required to sign a photo release stating: Unless I decline in writing I also authorize the City of Ketchum, and/or parties designated by the City of Ketchum, to use my child’s photo for the reproduction in any manner the City of Ketchum desires, for advertising, display, audiovisual exhibition or editorial use.

Refunds. No cash refunds are given. Refunds and over payments will be credited to participants with a gift certificate for future program use. Gift certificates are valid for one (1) year from the date of issuance toward any Ketchum Parks & Recreation Department program or service. Gift certificates are non-transferable. This policy applies to all programs and services offered by the Parks & Recreation Department.

All other policies are determined by current Ordinance or Resolution language. Registration and/or approved permits are required for all activities listed above.

Section 4: Public Works Department Fees

TABLE 4-A STREET DIVISION FEES	
Banner Install/Remove	\$175
Right of Way Improvement/Encroachment Permit *	\$50
Right of Way Use Permit	\$20
<u>Dig Permit</u>	<u>\$50</u>
Barricade Rental	\$20

* To the extent that outside agencies charge fees to record documents, such fees will be passed onto the applicant.

TABLE 4-B WATER DIVISION FEES	
City water tap and corporation stop installation	In addition to connection fees in table 4-D
1" tap	\$203
1 ½" tap	\$220
2" tap	\$247
Non-Standard Connection Fee	Time and material cost to city
<u>Water Meter Fee – 1" Water Meter</u>	<u>Meter cost + \$40; check with Water Division for current meter costs</u>
<u>Water Meter Fee – 1.5" R2 Water Meter</u>	<u>Meter cost + \$40; check with Water Division for current meter costs</u>
<u>Water Meter Fee – 1.5" C2 Water Meter</u>	<u>Meter cost + \$40; check with Water Division for current meter costs</u>
<u>Water Meter Fee – 2" R2 Water Meter</u>	<u>Meter cost + \$40; check with Water Division for current meter costs</u>
<u>Water Meter Fee – 2" C2 Water Meter</u>	<u>Meter cost + \$40; check with Water Division for current meter costs</u>
<u>Water Meter Fee – 3" Water Meter + up</u>	<u>Meter cost + \$40; check with Water Division for current meter costs</u>
Water Meter Vaults	\$1,035
Fire Line Permit Fee	\$241
Turn-On Fee	\$14.47
Turn-Off Fee	\$14.47
Water User Charges – Metered Users	
Base charge	\$13.22 per month (residential or commercial)
<u>Gallons Supplied</u>	Additional Charge per 1,000 gallons
1,000 – 8,000	\$1.05
8,001 – 65,000	\$2.10
65,001 – 120,000	\$4.22
>120,000	\$6.34
Water User Charges – Non-Metered Users	
<u>Residential Flat Rate</u>	
First five (5) cold water taps or less	\$22.77 per month/unit
Each additional cold water tap	\$2.11 per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	\$0.78 per month/ unit
<u>Commercial Flat Rate</u>	
First five (5) cold water taps or less	\$34.95 per month/unit
Each additional cold water tap	\$2.91 per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	\$0.78 per month/unit

Fire User Charge	
<u>Connection Size</u>	
2"	\$7.83 per month
4"	\$15.92 per month
6"	\$31.99 per month
8"	\$47.29 per month
10"	\$64.02 per month
12"	\$79.23 per month
Tank Truck Fill Fee	Fee determined by amount
Use of Fire Hydrant Charge	\$15.18 per day

TABLE 4-C WASTEWATER DIVISION FEES

Service Inspection Fee	\$40
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Sewer User Charges

Service No.	Classification	Rate Per Month
11	Single family home	\$ 35.55
12	Multiple living unit	\$ 35.55
13	Motel / hotel (first unit)	\$ 35.55
15	Office building / 1,500 square feet	\$ 35.55
16	Retail sales / 3,000 square feet	\$ 35.55
17	Restaurant / cafe per seat with or without a trap	\$ 3.51
20	Retail food / 1,500 square feet	\$ 35.55
21	Barber shop / per chair	\$ 17.76
22	Beauty salon / per operator	\$ 35.55
26	Dry cleaners	\$ 71.07
27	Garage / mechanical per 1,500 square feet	\$ 71.07
28	Laundries	\$ 142.16
29	Bank	\$ 71.07
30	School / per 50 students	\$ 35.55
31	Swimming pool / private / 500 square feet	\$ 8.84
32	Beer, wine, liquor	\$ 71.07
33	Theater / per screen	\$ 71.07
35	Nursery school	\$ 71.07
36	Church	\$ 71.07
37	Lodge / private / 3,000 square feet	\$ 71.07
39	Dentist / doctor/ per medical doctor	\$ 38.26
40	Car wash with recycle	\$ 38.26
41	Hospital / per bed	\$ 7.09
42	Bowling alley / per lane	\$ 14.20
43	Car wash without recycle / per bay	\$ 71.07
44	Commercial / 3,000 square feet	\$ 35.55
45	Photo development lab	\$ 71.07
46	Gas station with public restrooms	\$ 71.07
47	Warehouse / 6,000 square feet	\$ 35.55
48	Swimming pool / public / 500 square feet	\$ 26.62
54	Motel / hotel unit without cooking	\$ 8.84
55	Motel hotel, with cooking	\$ 17.76
56	Senior family living home	\$ 17.76

Returned Check Charge	\$10
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Table 4-D Water and Wastewater Connection Fees			
Meter Size	Base Connection Fee Scale Factor	Water Connection Fee	Wastewater Connection Fee
1"	1.00	\$3,816.00	\$2,921.00
1.5"	2.25	\$8,586.00	\$6,572.25
2"	4.00	\$15,264.00	\$11,684.00
3"	9.00	\$34,344.00	\$26,289.00
4"	16.00	\$61,056.00	\$46,736.00
6"	36.00	\$137,376.00	\$105,156.00
* Connection Fees are pursuant to October 18, 2019, Galena Engineering Report			

Section 5: Administrative/City Clerk Fees

TABLE 5-A BUSINESS LICENSE AND TAX FEES		
Business License	Fee \$50.00	<p>Late Fee Charge \$10.00 for business license application received after the deadline.</p> <p>Waiver of Business License Fee The fee for a business license may be waived for three years for any business that meets the criteria for the Tax Reimbursement Incentive program as defined and administered by the Idaho Department of Commerce. Official documentation from the Idaho Department of Commerce approving the business for the TRI program shall accompany the request to waive the business license fee. The City Clerk shall waive the fee for all project that meet these criteria.</p>
City Local Option Tax	No Fee - Tax Collected per Municipal Code Title 3, Chapter 12. Credit card processing fees will be charged at the rate assessed by the vendor.	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due
Catering Permit	\$20.00 per day or as determined by Idaho Code 23-934A	

TABLE 5-B ADMINISTRATIVE SERVICES FEES

Copying Fee Schedule

Cost per copy (in-house)

Black & White

\$.06/page: 8.5"x11" Single-sided

\$.06/page: 8.5"x14" Single-sided

\$.11/page: 8.5"x11" Double-sided

\$.11/page: 8.5"x14" Double-sided

\$.15/page: 11"x17" Single-sided

\$.29/page: 11"x17" Double-sided

Color

\$.65/page: 8.5"x11"

\$.65/page: 8.5"x14"

\$.85/page: 11"x17"

Cost for third party (out-of-house) copies for oversized materials which cannot be copied by the City of Ketchum:

24" X 36"

\$ 3.30/page

22" X 34"

\$ 3.00/page

Pursuant to Idaho Code §74-102(10) the Labor Rates referenced below will apply under the following conditions:

- If the request is more than one hundred (100) pages of paper records; or
- The request includes records from which nonpublic information must be deleted; or
- The actual labor associated with locating and copying documents for a request that exceeds two (2) person hours

LABOR RATES

City Administrator

Current Salary divided by 2,080 hours per year

Department Head

Current Salary divided by 2,080 hours per year

Assistant or Associate

Current Salary divided by 2,080 hours per year

City Clerk

Current Salary divided by 2,080 hours per year

Network Consultant

Current Hourly Rate

OTHER CHARGES

For providing a duplicate of a computer tape, computer disk, microfilm or similar or analogous record system containing public record information, the City of Ketchum shall charge a fee uniform to all persons that does not exceed the sum of the following:

- The City of Ketchum's direct cost of copying the information in that form, including labor at hourly rates specified above, overhead at rate specified above and cost of materials;
- The standard cost, if any, for selling the same information in the form of a publication;
- The cost of consultant services to research and copy public records request.

Payment of the applicable charges shall be made prior to the commencement of research or copying based upon the City Clerk's estimated cost for meeting the public records request.

This Resolution will be in full force and effect upon its adoption this 6th day of January 2020.

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty
City Clerk



City of Ketchum

January 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Resolution #20-006 Revising the Vehicle and Traffic Penalty Schedule

Recommendation and Summary

Staff is recommending the council approve Resolution 20-006 revising the Vehicle and Traffic Penalty Schedule and adopt the following motion:

"I move to adopt Resolution No. 20-006, revising the vehicles and traffic penalty schedule."

The reasons for the recommendation are as follows:

- Overnight utilization of the Washington Avenue parking lot has increased.
- The City has installed new signage to better coordinate overnight parking but the need to relocate vehicles to accommodate snow removal remains.

Introduction and History

The City Council has previously established a Vehicle and Traffic Penalty Schedule denoting the penalties for certain vehicle and traffic behaviors. Resolution 20-006 establishes penalties for certain violations of the Ketchum Municipal Code related to vehicles, parking and traffic.

Analysis

Overnight parking is permitted within the Washington Avenue parking lot. However, in order to keep the lot clear of snow during winter and facilitate overnight parking, staff has implemented every other day overnight parking restrictions. The location of overnight parking rotates on each side of the lot depending on the day of the week as identified in new signage. Staff is using this approach to gather feedback and experience in the event the city considers overnight parking on city streets during the winter.

The Ketchum Municipal Code authorizes police officers to remove vehicles "to a place of safety" to enable the removal of snow or to perform other maintenance in the public interest. Recently, overnight utilization of the Washington Avenue parking lot has increased. In order to facilitate enforcement and ensure snow removal from the parking lot, it is necessary to establish a new fee related to relocation of vehicles within the lot. If a vehicle parks on the wrong side of the lot, it is necessary to relocate the vehicle to the correct location. This relocation occurs by a tow truck driver and costs must be reimbursed by the vehicle owner. The penalty for relocation (\$90) is equal to the cost of moving a vehicle and below the cost of a tow to the impound yard (\$250).

Financial Impact

The relocation penalty is expected to have minimal impact on the City budget as revenue received from the new penalty is anticipated to equal the cost of relocating vehicles.

Attachments

- Attachment A: Resolution 20-006 REDLINE
- Attachment B: Resolution 20-006 CLEAN COPY

RESOLUTION NUMBER 20-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO
ESTABLISHING A VEHICLE AND TRAFFIC PENALTY SCHEDULE

WHEREAS, the Ketchum Municipal Code establishes certain standards and regulations for use of the public right-of-way for vehicles; and

WHEREAS, the Ketchum Municipal Code, as amended by Ordinance 1179, authorizes the establishment and adoption of a Vehicles and Traffic penalty schedule to set penalties for certain infractions.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho, that the City Council hereby adopts a revised Vehicle and Traffic penalty schedule for violations of the rules and regulations established in Title 10 of the Ketchum Municipal Code. It is further resolved that the penalties established in this resolution may be revised by the Ketchum Traffic Authority.

THIS Resolution will be in full force and effect upon its adoption this sixth (6th) day of January, 2020.

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

Section	Subject	Penalty (\$)
10.08.040	Manner of parking	40 .00
10.08.050	Stopping, standing or parking in roadway	40 .00
10.08.060	Parking prohibited in specific locations, except as follows:	40 .00
10.08.060	Sidewalks	50.00
10.08.060	Bicycle facilities	50.00
10.08.060	Passenger loading zone located on Howard Drive between Jane Lane and Skiway Drive or the north side of Picabo Street between Jane Lane and Skiway Drive (Warm Springs lift area)	50.00
10.08.060	Official traffic control devices	50.00
10.08.060	Taxicab loading zones	50.00
10.08.060	Bus stop zones	50.00
10.08.060	Obstruction of snow removal 2:00 A.M. to 7:00 A.M., November 1 to May 1	50 .00
10.08.070	Residential parking permit	40 .00
10.08.080	Obstructing traffic	40 .00
10.08.090	Parking in alleys	40 .00
10.08.110	Temporary no parking zones	40 .00
10.08.120	Handicapped parking	126 .00
10.08.150	Time limit parking: First citation Second citation Third citation	Warning 50 .00 75 .00
10.08.170	Campers, canopies, motor homes and trailers	40 .00
10.08.180	Parking for certain purposes prohibited	40 .00
<u>10.08.200</u>	<u>Vehicle Relocation</u>	<u>90.00</u>
10.08.310	Use of wireless communication devices	100 .00
	Hourly Parking in a Metered Location (as established by the Ketchum Traffic Authority)	0.00 – 4.00/hour

RESOLUTION NUMBER 20-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO
ESTABLISHING A VEHICLE AND TRAFFIC PENALTY SCHEDULE

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CITY OF KETCHUM

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10.08.060	Bus stop zones	50.00
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10.08.090	Parking in alleys	40 .00
10.08.110	Temporary no parking zones	40 .00
10.08.120	Handicapped parking	126 .00
10.08.150	Time limit parking: First citation Second citation Third citation	Warning 50 .00 75 .00
10.08.170	Campers, canopies, motor homes and trailers	40 .00
10.08.180	Parking for certain purposes prohibited	40 .00
10.08.200	Vehicle Relocation	90.00
10.08.310	Use of wireless communication devices	100 .00
	Hourly Parking in a Metered Location (as established by the Ketchum Traffic Authority)	0.00 – 4.00/hour



City of Ketchum

January 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Contract 20443 (Amending Contract 20299) With Cole Architects for Fire Station Architectural Services

Recommendation and Summary

Staff is recommending the council provide authorization to the Mayor to enter into Contract 20443, which amends contract 20299, with Cole Architects to provide for phase 2 of fire station architectural services:

“I move to approve Contract 20443 with Cole Architects for phase 2 of fire station architectural services, subject to approval by the City Attorney.”

The reasons for the recommendation are as follows:

- On November 26, 2018, the Ketchum City Council awarded contract 20299 to Cole Architects for programming, conceptual designs, and cost estimates for a new fire station.
- On November 5, 2019, voters in the City of Ketchum approved a ballot question concerning the construction of a fire station.
- Phase 2 architectural services are required to develop construction drawings and move the project towards completion.

Introduction and History

The City of Ketchum has been working to establish new facilities for the Fire Department for the past several years. In November 2018, Cole architects was awarded a contract to provide programming, develop conceptual designs, and establish cost estimates for the prospective project. On November 5, 2019, voters in the City of Ketchum approved a ballot question concerning the construction of a fire and associated \$11.5 million bond sale. With voter approval secured, the project is ready to move forward towards construction.

Analysis

At the time of contract award to Cole Architects, approval for the first phase of the project, concept development and schematic design, was provided by Council. As discussed at the time, the award of phase 2 services would be made and funded separately. With passage of the bond, staff seeks approval to award a contract to Cole for phase 2 services. In addition to awarding phase 2 services, certain contractual changes, including the Council-directed sustainability goals, have been included in this amended contract, as shown in Attachment A.

Financial Impact

The phase 2 services will be funded from the proceeds of the bond sale.

Attachments

- Attachment A: Agreement 20443 REDLINE

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

This Contract #2043 is entered into this SIXTH day of JANUARY, 2020, by and between the City of Ketchum, a municipal corporation of the State of Idaho ("OWNER"), and Cole Architects, a company licensed to do business in Idaho ("ARCHITECT"). OWNER and ARCHITECT are sometimes collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, the Ketchum City Council has budgeted funds for the programming and design of a new fire station and engaged in Request for Proposals (RFP) process to seek a architect to perform such work as required by Idaho law; and

WHEREAS, following the procedures set forth in the RFP, OWNER selected ARCHITECT to perform the Work; and

WHEREAS, ARCHITECT desires to perform the work on the terms and conditions set forth in the Contract Documents, as defined herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the OWNER and ARCHITECT agree as follows

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«City of Ketchum Idaho »« »
«PO Box 2315- »
«480 East Avenue North »
«Ketchum, ID 83340 »
and the Architect:

«Cole Architects, PLLC »« »
«1008 W Main Street »
«Boise, Idaho »
«83702 »

for the following Project:

«The project consists of a new fire station building for the City of Ketchum. The project may consist of the following items: Sun Valley and Ketchum fire and police facility. Fire program may include vehicle/apparatus bay storage for required vehicles, rescue gear, SCBA fill station, detox/extractor, maintenance shop, fire riser, electrical, mechanical, IT, Chief Office, work area, lobby, public restrooms, apparatus restroom, storage, medical supply, turnout room, map rom, janitor, work area, elevator, 5-8 dorm rooms, 3-4 dorm restroom and showers, laundry, storage and janitor, kitchen and day room and food locker, fire pole access to lower floor, 2 stair towers. Police program may include processing, evidence storage and locker, staff restrooms, training (shared with fire), lobby (shared with fire), armory, 3-4 offices and vehicle storage on site.
«»

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

«The program may consist of the following items: vehicle/apparatus bay storage for vehicles, rescue gear, SCBA fill station, detox/extractor, maintenance shop, fire riser, electrical, mechanical, IT, Chief Office, Work Area, Lobby, Public Restroom, apparatus restroom, storage, medical supply, turnout room, map rom, janitor, work area, elevator, 5 dorm rooms, dorm restrooms and showers, laundry, storage and janitor, kitchen and day room and food locker, fire pole access to lower floor, 2 stair towers. The Owners program will be revisited as a first step in our services. »

§ 1.1.2 The Project's physical characteristics:

«The Ketchum fire station will exist on a parcel of property in the Ketchum Sun Valley area. Utilities are assumed to be available in adjacent roadway locations. No geotechnical reports or boundary surveys have been completed »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

«\$11,500,000.00»

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

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«Phase I services are anticipated to be substantially complete by February 15,2019.»

.2 Construction commencement date:

«Phase 2 services are anticipated to be substantially complete by November 28, 2021.»

.3 Substantial Completion date or dates:

«November 28, 2021 »

.4 Other milestone dates:

«None »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«A delivery method has not been determined»

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«LEED Silver certified. The building will additionally be designed and constructed to a target Energy Use Index that will be identified by the City during the design development phase.»

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«Grant Gager, Director of Finance and Internal Services»
«Dennis Potts, Project Manager»
«PO Box 2315»
«480 East Avenue North »
«Ketchum, ID»
«83340»

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

«None»

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«MTI-Materials Testing and Inspection»
«2791 S Victory View Way »

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«Boise, ID 83709 »

.2 Civil Engineer:

«The Land Group »

«462 E Shore Drive, Suite 100»

«Eagle, Idaho 83616»

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

«Landscape Architect

The Land Group

462 E Shore Drive, Suite 100

Eagle, Idaho

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Stan Cole and Matt Huffield»

«1008 W Main Street»

«Boise, Idaho»

«83702 »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«KPF Structural Engineers »« »

«412 Parkcenter Blvd »

«Boise, ID »

«83706 »

.2 Mechanical Engineer:

«Musgrove Engineering »« »

«234 S Whisperwood Way »

«Boise, ID »

«83709 »

.3 Electrical Engineer:

«Musgrove Engineering »« »

«234 S Whisperwood Way »

«Boise, ID »

«83709 »

« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

«Acoustic Consultant (to be named)

Fire Station Design Specialist-Brian Harris

TCA Architecture Planning

6211 Roosevelt Way NE

Seattle, Washington 98115 »

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§ 1.1.12 Other Initial Information on which the Agreement is based:

«City Request for Proposal and Architect Proposal. Refer to Exhibit A.»

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than «One Million» (\$ «1,000,000») for each occurrence and «Two Million» (\$ «2,000,000») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million» (\$ «1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

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narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «One Million » (\$ «1,000,000 ») each accident, «One Million » (\$ «1,000,000 ») each employee, and «One Million » (\$ «1,000,000 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «Two Million » (\$ «2,000,000 ») per claim and «Two Million » (\$ «2,000,000 ») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

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Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Owner and Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.3 Measured drawings	<u>NA</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Owner/Architect/Contractor</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Owner</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22 Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Architect</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Owner</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.
(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«Refer to Section 11.7»

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

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«See Exhibit A»

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two» («2») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «Forty-eight» («48») visits to the site by the Architect during construction
- .3 «Two» («2») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One» («1») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within the timeframe identified in section 1.1.4.3 of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area,

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volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

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(Check the appropriate box.)

«NA» Arbitration pursuant to Section 8.3 of this Agreement

«X» Litigation in a court of competent jurisdiction

«NA» Other: (Specify)

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«None»

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.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«None»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

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for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

«Phase I: \$185,405.00
Phase II: \$969,245.00 (Basic Services plus Supplemental Services).»

Total Base Stipulated Sum: \$1,154,650

Additional Services to be Elected via Option:

- 1. LEED Silver Design & Documentation - \$85,750.00
- 2. EUI (Energy Use Index) Modeling - \$34,500.00»

.2 Percentage Basis

«Not Used »

.3 Other

«NA »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

«Hourly basis per rate schedule in 11.7 ->»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

«Hourly basis per rate schedule in 11.7 ->»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «Ten » percent (« 10 »%), or as follows:

«Actual invoiced cost »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Fifteen »	percent («15 »)	%)
Design Development Phase	«Twenty »	percent («20 »)	%)
Construction Documents Phase	«Forty-five »	percent («45 »)	%)
Procurement Phase	«Two- »	percent («2 »)	%)

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Construction Phase	«Eighteen-»	percent (« 18 »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate (\$0.00)
<u>Employee or Category</u>	

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Architecture:	
<u>Principal</u>	<u>\$165.00</u>
<u>Project Manager</u>	<u>\$145.00</u>
<u>Project Architect</u>	<u>\$145.00</u>
<u>Intern Architect</u>	<u>\$125.00</u>
<u>Interior Designer</u>	<u>\$135.00</u>
<u>Clerical</u>	<u>\$ 85.00</u>
Civil Engineer:	
<u>Principal</u>	<u>\$160.00</u>
<u>Project Manager</u>	<u>\$160.00</u>
<u>Project Engineer</u>	<u>\$130.00</u>
<u>Engineer-in-Training</u>	<u>\$ 95.00</u>
<u>Design Technician</u>	<u>\$ 85.00</u>
<u>Clerical</u>	<u>\$ 85.00</u>
Structural Engineer:	
<u>Principal</u>	<u>\$185.00</u>
<u>Project Manager</u>	<u>\$170.00</u>
<u>Project Engineer</u>	<u>\$115.00</u>
<u>Designer</u>	<u>\$90.00</u>
<u>Draftsperson</u>	<u>\$ 95.00</u>
<u>Clerical</u>	<u>\$ 60.00</u>
Landscape Architect:	
<u>Landscape Architect</u>	<u>\$120.00</u>
<u>LA in training</u>	<u>\$ 95.00</u>
<u>Drafter</u>	<u>\$ 85.00</u>
<u>Clerical</u>	<u>\$ 70.00</u>
Mechanical/Electrical Engineer:	
<u>Principal</u>	<u>\$150.00</u>
<u>Commissioning Agent</u>	
<u>Senior Project Engineer</u>	<u>\$125.00</u>
<u>Project Manager</u>	<u>\$125.00</u>
<u>Energy Modeling</u>	<u>\$115.00</u>
<u>Project Engineer</u>	<u>\$115.00</u>
<u>Project Designer</u>	<u>\$100.00</u>
<u>Draftsperson</u>	<u>\$ 85.00</u>
<u>Clerical</u>	<u>\$ 75.00</u>

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;

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- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Fifteen» percent («15» %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

« »

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of «Zero» (\$ «0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of «Zero» (\$ «0») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «Thirty» («30») days after the date a properly submitted invoice is approved by Client shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

«Eighteen» % «18»

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 **SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

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ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

«None»

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[«NA»] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[«NA»] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

«Exhibit A
City of Ketchum Request for Proposals
Architect Proposal»

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

OWNER (Signature)
«Neil Bradshaw, Mayor
(Printed name and title)

ARCHITECT (Signature)
«Matt Huffield, AIA »« Managing Principal »
(Printed name, title, and license number, if required)