



CITY OF KETCHUM, IDAHO
REGULAR CITY COUNCIL MEETING
Tuesday, September 07, 2021, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

AMENDED Agenda

PUBLIC PARTICIPATION INFORMATION

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If you would like to comment on a public hearing agenda item, please select the best option for your participation: Submit your comments in writing at participate@ketchumidaho.org (by noon the day of the meeting). Dial-in to the meeting by phone to provide comment when called upon (please mute your device until called upon). Address the Council in person at City Hall.

Dial-in Instructions:

Phone: 253-215-8782

Meeting ID: 875 9629 0172

If you require special accommodations to participate in this meeting, please contact the City Clerk. This agenda is subject to revisions. All revisions will be underlined.

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL:

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

CONSENT AGENDA:

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

1. ACTION ITEM: Approve minutes of August 16, 2021.
2. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Rubel, Treasurer.
3. ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$ 1,490,856.24, as submitted by Shellie Rubel, Treasurer.
4. ACTION ITEM: Recommendation to approved Alcohol Beverage Licenses, as submitted by Shellie Rubel, Treasurer.
5. ACTION ITEM: Approval to destroy city records per Resolution 21-017, Exhibit 1, as submitted by Tara Fenwick, City Clerk.
6. ACTION ITEM: Approval to destroy city records per Resolution 21-018, Exhibit 1, as submitted by Terri Duquette, Assistant to the Fire Chief and Tara Fenwick, City Clerk.

- [7.](#) ACTION ITEM: Recommendation to approve Starbucks Lease Addendum, as submitted by Tara Fenwick, City Clerk.
- [8.](#) ACTION ITEM: Recommendation to approve Purchase Order #20689, as submitted by Juerg Stauffacher, Facilities Supervisor.
- [9.](#) ACTION ITEM: Recommendation to approve Contract #20690, as submitted by Mick Mummert, Wastewater Department Supervisor.
- [10.](#) ACTION ITEM: Recommendation to approve Purchase Order #20700, as submitted by Gio Tognoni, Water Department Supervisor.
- [11.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #20654 for placement of pavers in the City Right-of-Way at 1130 West Canyon Run Blvd., as submitted by Suzanne Frick, Director Planning and Building.
- [12.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #20694 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way, as submitted by Suzanne Frick, Director Planning and Building.
- [13.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #20566 with Syringa Networks for placement of telecommunications infrastructure in the City Right-of-Way, as submitted by Suzanne Frick, Director Planning and Building.
- [14.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #20687 with Century Link for placement of communications infrastructure in the City Right-of-Way, as submitted by Suzanne Frick, Director Planning and Building.
- [15.](#) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #20693 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way, as submitted by Suzanne Frick, Director Planning and Building.
- [16.](#) ACTION ITEM: Recommendation to approve a FAR Exceeding Agreement for Westcliff Townhomes, as submitted by Suzanne Frick, Director Planning and Building.
- [17.](#) ACTION ITEM: Recommendation to approve Crossbuck West Preliminary Plat, as submitted by Suzanne Frick, Director Planning and Building.
- [18.](#) ACTION ITEM: Recommendation to Approve Agreement #20705 with Natural Energy Resources, as submitted by Jade Riley, City Administrator.
- [19.](#) ACTION ITEM: Recommendation to acknowledge Northwood Place assignment of lease, as submitted by Jade Riley, City Administrator.
- [20.](#) ACTION ITEM: Recommendation to approve the Purchase of Fire Station Equipment for \$25,295.00 from MES, as submitted by Bill McLaughlin, Fire Chief.
- [21.](#) ACTION ITEM: Recommendation to Approve the Purchase of Fire Station Furniture for \$7,665.60 from Butler Human Services, as submitted by Bill McLaughlin, Fire Chief.

NEW BUSINESS: (no public comment required)

- [22.](#) ACTION ITEM: Recommendation to approve contract #20701 with Agnew Beck for consulting services on Community Housing, as submitted by Jade Riley, City Administrator.
- [23.](#) ACTION ITEM: Presentation and Discussion regarding Downtown Parking Plan, as submitted by Jade Riley, City Administrator and Julie Dixon, Dixon Consulting.
- [24.](#) ACTION ITEM: Recommendation to approve contract #20702, [#20703](#), [#20704](#) with HDR for Main Street & Warm Springs Transportation Analysis, as submitted by Sherri Newland, City Engineer and Jade Riley, City Administrator.

25. ACTION ITEM: COVID-19 update and consideration of Resolution 21-019, as submitted by Bill McLaughlin, Fire Chief.

PUBLIC HEARING:

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

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

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

EXECUTIVE SESSION:

29. Enter Executive Session to consider attorney-client matters pursuant to 74-206(1)(f).

ADJOURNMENT:

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CITY OF KETCHUM
REGULAR MEETING MINUTES OF THE CITY COUNCIL
Monday, August 16, 2021

CALL TO ORDER: *(00:12:56 in video)*

Mayor, Bradshaw called the special meeting of Ketchum City Council to order at 4:07 p.m.

Roll Call:

Mayor Neil Bradshaw
Courtney Hamilton
Amanda Breen
Jim Slanetz
Michael David

Also Present:

Jade Riley – City Administrator
Aly Swindley – Administrative assistance
Director Planning and Zoning – Suzanne Frick
Adam Crutcher – Associate Planner
Bill McLaughlin – City Fire Chief
Lisa Enourato - Public Affairs and Administrative Services Manager
Shellie Rubel – City Treasurer
Tara Fenwick – City Clerk & Administrative Business Manager
Matt Johnson – City Legal Council *(via Zoom)*
Wendy Jaquet and Dewayne Briscoe – Public Presenters

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

- Mayor, Neil Bradshaw – Welcomed Adam Crutcher, new City Associate Planner and invited the public to review the opportunity to participate in the Warm Springs Reserve campaign (warmspringspreserve.org).
- Councilor, Michael David – Reminded the City to keep a focus on affordable housing.

CONSENT AGENDA: *(00:15:32 in video)*

Three items were pulled for comment and clarification:

- Item #5 – Councilor, Amanda Breen recommended that staff ensure alcohol forms are as complete as possible before submission.
- Item #6 – Councilor, Courtney Hamilton highlighted public advantage to have new search features in the posted City Code.

- Item #8 – Councilor, Courtney Hamilton requested clarification on the contract fee. Bill McLaughlin, City Fire Chief, confirmed the 2.5% fee.

Motion to approve consent agenda items 1 thru 12. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Michael David. All in Favor.

NEW BUSINESS: (00:19:11 in video)

13. Mayor, Neil Bradshaw welcomed and swore in new City firefighters.

14. Ketchum citizen's Wendy Jaquet and Dewayne Briscoe presented the Council with an idea for lobbying the State, to allow Idaho resort cities to enact a real estate transfer tax. The idea was supported by the Council.

15. Applicant, Jenna Hall, requested Council to reimburse costs (\$2,690.00) associated with implementing underground power lines at 404 Broadway.

Motion to authorize staff to reimburse \$2,690.00 to the applicant. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Amanda Breen. The motion passed with three in favor, 1 opposed.

PUBLIC HEARING:

16. City Administrator, Jade Riley presented the Council with an overview of Ordinance #1223 and Resolution 21-016.

Ketchum citizen, Perry Boyle addressed the Council sharing his support for this initiative.

The Council discussed both the Ordinance and Resolution and decided to table the item.

17. First Reading of Amended FY21 Budget, as submitted by **Shellie Rubel, Treasurer and Jade Riley, City Administrator.**

Pursuant to Idaho Code 50-902, motion to approve the first reading of Ordinance 1221 by title only. Motion made by Councilor, Courtney Hamilton and seconded by Councilor, Jim Slanetz. All in Favor.

18. First Reading of FY22 Budget, as submitted by Shellie Rubel, Treasurer and Jade Riley, City Administrator.

Mayor, Neil Bradshaw read a statement on the 2022 budget.

Ketchum citizen, Perry Boyle addressed the Council with three points: 1) refrain from asking URA for funding City analysis – use City funds, 2) budget to hire a housing talent, and 3) do not approve the \$800K to be spent outside the budget process.

Motion to approve the first reading of Ordinance 1220 by title only. Motion made by Councilor, Amanda Breen and seconded by Councilor, Jim Slanetz. All in Favor.

EXECUTIVE SESSION:

No executive session.

ADJOURNMENT:

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

Mayor, Neil Bradshaw

City Clerk, Tara Fenwick

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			
COMMUNITY LIBRARY	REFUND SEC	Refund Security Deposit - Customer 661	250.00
SUN VALLEY PERFORMING ART	072621	DEPOSIT REFUND: Drone Show	250.00
BROWN, JAMES	REFUND 1473	REFUND PARK RES DEPOSIT	250.00
01-3700-3600 REFUNDS & REIMBURSEMENTS			
A.C. HOUSTON LUMBER CO.	081821 PER A.	CREDIT: Over Billed	74.39-
A.C. HOUSTON LUMBER CO.	2107-799703C	Pd on Ck##86140 and Ck#86239	12.39-
A.C. HOUSTON LUMBER CO.	2107-802279C	Pd on Ck##86140 and Ck#86239	62.00-
CASH	081221	Reimburse Petty Cash to \$300	62.00
SUN VALLEY COMPANY	081321	Floodplain Development Permit Fees Refund	250.00
US BANK	1556 082521	Target Reminbursable by Employee	75.24
US BANK	6235 082521	Reimbursed from Employee	49.41
SUN VALLEY JAZZ & MUSIC FES	REFUND #119	Refund Reservations and Banner Fees	350.00
ATLAS TECHNICAL CONSULTAN	182136CM	Inv#182136 was pd twice Ck#85481 to Materials & Testing ck#85601 to Atlas Technical Consultants	421.00-
SUN VALLEY CENTER FOR THE	REFUND 437	REFUND #437	95.00
Total :			1,061.87
LEGISLATIVE & EXECUTIVE			
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
COPY CENTER LLC	1874	Budget Books	469.50
01-4110-3200 OPERATING SUPPLIES			
US BANK	1556 082521	Zoom	199.90
US BANK	6235 082621	Zoom	199.90
Total LEGISLATIVE & EXECUTIVE:			869.30
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	108917	Pens	41.21
COPY & PRINT, L.L.C.	108922	Pens	21.47
COPY & PRINT, L.L.C.	108951	Office Supplies	203.53
GEM STATE PAPER & SUPPLY	1055946	Soap, Can Liners	80.89
PITNEY BOWES - RESERVE ACC	3314117132	Leasing Charges	407.94
01-4150-4200 PROFESSIONAL SERVICES			
CNA SURETY DIRECT BILL	61838199 0810	Blanket Notary Errors & Omissions Policy	156.00
COPY CENTER LLC	1874	P&B Mounted Poster Boards	1,012.00
SENTINEL FIRE & SECURITY, IN	68275	2296 - New City Hall 191 Fifth St	31.00
SENTINEL FIRE & SECURITY, IN	68278	2347-Atkinson park Bldg 8th Street West	93.00
SENTINEL FIRE & SECURITY, IN	68504	4784-City Hall 480 East Ave N	93.00
SENTINEL FIRE & SECURITY, IN	68864	6702 - 107 Saddle Rd AES Fire Alarm Monitoring	104.85
TREASURE VALLEY COFFEE INC	2160 07782991	Spring Water (5gl)	39.75
TREASURE VALLEY COFFEE INC	216007803156	Spring Water (5gl)	15.90
US BANK	6235 082621	U Printing Warm Springs Preserve	376.82

Vendor Name	Invoice Number	Description	Net Invoice Amount
S & C ASSOCIATES LLC	2129	21-1038	1,448.00
S & C ASSOCIATES LLC	2130	21-1065	547.00
VALLEY TEMP SERVICES INC	5379	ELIZABETH INSINGER	429.00
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10022196 MAY	ADVERTISING MAY, JUNE, JULY 2021	2,121.62
MUNICODE	362278	City Code Republication	2,269.04
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
INTERNATIONAL INSTITUTE OF	081921	Additional Membership - Genoa Beiser	115.00
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
ATKINSONS' MARKET	04091834	IIIA Meeting	76.45
US BANK	1556 082521	ICCTFOA Training BSU	160.00
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST			
US BANK	1556 082521	Compentencies Development Guide	91.14
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 08	2087264135 081321	991.22
CENTURY LINK	2087265574 08	2087265574 081321	58.11
CENTURY LINK	239242979	74754376 090121	4.90
VERIZON WIRELESS	9886074907	965494438 081021	46.73
VERIZON WIRELESS	9886074907	965494438 081021	40.01
VERIZON WIRELESS	9886074907	965494438 081021	40.01
01-4150-5110 COMPUTER NETWORK			
US BANK	9749 082521	MS OFFICE 365	75.48
01-4150-5150 COMMUNICATIONS			
CENTURY LINK	2087250932 08	2087250932 080421	112.32
US BANK	2745 082621	WSP Cocktail Party Invites	20.00
US BANK	6235 082521	Constant Contact	9.50
US BANK	6235 082521	Shutterstock	30.74
US BANK	6235 082521	Salsbury Industries	22.77
US BANK	6235 082621	Mailchimp	87.99
01-4150-5200 UTILITIES			
IDAHO POWER	2200749261 08	2200749261 082521	1,478.65
IDAHO POWER	2203990334 08	2203990334 081121	50.42
IDAHO POWER	2206570869 08	2206570869 081121	13.54
IDAHO POWER	2224128153 08	2224128153 082321	176.43
IDAHO POWER	224128120 082	2224128120 082321	221.69
INTERMOUNTAIN GAS	44919030005	44919030005 082521	5.67
INTERMOUNTAIN GAS	76053745030 0	76053745030 072621	53.98
INTERMOUNTAIN GAS	76053745030 0	76053745030 082521	23.67
01-4150-5210 SOLID WASTE COLLECTION			
CLEAR CREEK DISPOSAL	0001450109	480 East Ave	52.20
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
CLEAR CREEK DISPOSAL	0001432894	960 062821	141.47
CLEAR CREEK DISPOSAL	0001450113	191 5th Street	141.47
EVANS PLUMBING INC	113831	Backed-up drain in Quarters bathtub	475.00
SUN VALLEY SERVICES	14883	Remove weeds from beds around sidewalks at new city hall	306.50
01-4150-6500 CONTRACTS FOR SERVICES			
S & C ASSOCIATES LLC	2084	21-1038	2,664.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
S & C ASSOCIATES LLC	2087	21-1065	295.00
Total ADMINISTRATIVE SERVICES:			17,574.08
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
WHITE PETERSON	24892R 073121	General Services 24892R 073121	15,070.23
Total LEGAL:			15,070.23
PLANNING & BUILDING			
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	109460	Envelopes, Laminate Sheets	146.00
01-4170-4200 PROFESSIONAL SERVICES			
S & C ASSOCIATES LLC	2067	19-015	106.50
S & C ASSOCIATES LLC	2068	19-1028	52.50
S & C ASSOCIATES LLC	2069	19-1029	524.00
S & C ASSOCIATES LLC	2070	19-1035	59.00
S & C ASSOCIATES LLC	2072	19-1048	154.00
S & C ASSOCIATES LLC	2073	20-1003	236.00
S & C ASSOCIATES LLC	2074	20-1004	319.50
S & C ASSOCIATES LLC	2075	20-1018	165.50
S & C ASSOCIATES LLC	2076	20-1020	95.00
S & C ASSOCIATES LLC	2077	20-1023	59.00
S & C ASSOCIATES LLC	2078	20-1028	413.00
S & C ASSOCIATES LLC	2081	20-1053	118.00
S & C ASSOCIATES LLC	2082	20-1075	413.00
S & C ASSOCIATES LLC	2085	21-1059	272.00
S & C ASSOCIATES LLC	2086	21-1062	177.00
S & C ASSOCIATES LLC	2089	21-1005	59.00
S & C ASSOCIATES LLC	2090	21-1007	118.00
S & C ASSOCIATES LLC	2091	21-1009	331.00
S & C ASSOCIATES LLC	2092	21-1012	59.00
S & C ASSOCIATES LLC	2093	21-1016	118.00
S & C ASSOCIATES LLC	2095	21-1032	236.00
S & C ASSOCIATES LLC	2096	21-1033	118.00
S & C ASSOCIATES LLC	2097	21-1048	118.00
S & C ASSOCIATES LLC	2098	21-1049	106.50
S & C ASSOCIATES LLC	2099	21-1050	95.00
S & C ASSOCIATES LLC	2100	21-1051	118.00
S & C ASSOCIATES LLC	2101	21-1052	236.00
S & C ASSOCIATES LLC	2102	21-1053	118.00
S & C ASSOCIATES LLC	2103	21-1055	378.50
S & C ASSOCIATES LLC	2104	21-1057	165.50
S & C ASSOCIATES LLC	2105	21-1060	413.00
S & C ASSOCIATES LLC	2106	21-1061	106.50
S & C ASSOCIATES LLC	2107	21-1064	154.00
S & C ASSOCIATES LLC	2108	21-1066	154.00
S & C ASSOCIATES LLC	2109	21-1067	367.00
S & C ASSOCIATES LLC	21-1057	21-1057	118.00
S & C ASSOCIATES LLC	2115	19-015	118.00
S & C ASSOCIATES LLC	2116	19-026	236.00
S & C ASSOCIATES LLC	2117	19-0129	295.00
S & C ASSOCIATES LLC	2118	19-1035	332.50
S & C ASSOCIATES LLC	2120	20-1004	236.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
S & C ASSOCIATES LLC	2121	20-1014	295.00
S & C ASSOCIATES LLC	2122	20-1020	213.00
S & C ASSOCIATES LLC	2124	20-1021	95.00
S & C ASSOCIATES LLC	2125	20-1053	708.00
S & C ASSOCIATES LLC	2126	20-1075	606.00
S & C ASSOCIATES LLC	2131	20-1057	439.00
S & C ASSOCIATES LLC	2132	21-1006	236.00
S & C ASSOCIATES LLC	2133	21-1009	118.00
S & C ASSOCIATES LLC	2134	21-1050	236.00
S & C ASSOCIATES LLC	2135	21-1051	118.00
S & C ASSOCIATES LLC	2136	21-1052	236.00
S & C ASSOCIATES LLC	2137	21-1053	59.00
S & C ASSOCIATES LLC	2140	21-1060	177.00
S & C ASSOCIATES LLC	2141	21-1067	59.00
S & C ASSOCIATES LLC	2142	21-1069	118.00
S & C ASSOCIATES LLC	2143	21-1070	118.00
S & C ASSOCIATES LLC	2144	21-1071	118.00
S & C ASSOCIATES LLC	2145	21-1072	118.00
S & C ASSOCIATES LLC	2146	21-1074	118.00
S & C ASSOCIATES LLC	2147	21-1074	59.00

01-4170-4210 PROFESSIONAL SERVICES - IDBS

DIVISION OF BUILDING SAFETY	081321	July 2021 Building Permit Fees	19,838.11
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01-4170-4400 ADVERTISING & LEGAL PUBLICATIO

EXPRESS PUBLISHING, INC.	10022196 MAY	ADVERTISING MAY, JUNE, JULY 2021	1,272.00
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01-4170-4800 DUES, SUBSCRIPTIONS & MEMBERSH

AMERICAN PLANNING ASSN	168255-2174	APA Membership	670.00
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01-4170-6910 OTHER PURCHASED SERVICES

ATKINSONS' MARKET	0505447528	PZ Meeting Refreshments (Bluebird)	17.26
PERRY'S	2108100840	PZ Meeting Refreshments (Bluebird)	148.74

Total PLANNING & BUILDING:

34,404.61

NON-DEPARTMENTAL**01-4193-4200 PROFESSIONAL SERVICE**

CASH	8405990510227	Stamps for Thanks Yous	46.40
COPY CENTER LLC	1864	Warm Springs Preserve Trifold	258.00
COPY CENTER LLC	1874	Warm Springs Preserve Mounted Photo's	936.50
US BANK	6235 082521	Displays2go	67.53
US BANK	6235 082521	Jess Bejot Graphic Design	840.00
US BANK	6235 082621	Name Badges, Inc WSP	132.99

Total NON-DEPARTMENTAL:

2,281.42

FACILITY MAINTENANCE**01-4194-3200 OPERATING SUPPLIES**

A.C. HOUSTON LUMBER CO.	2108-817142	Safety Glasses Black Sharpie	19.36
CHATEAU DRUG CENTER	2424359	Liquid Soap - Town Plaza Restroom	7.59
GEM STATE PAPER & SUPPLY	1052057-03	Foam Soap Dispenser	.04
GEM STATE PAPER & SUPPLY	1055453-01	Pine Sol oragne Cleaner, Lysol Disinfectant Bowl Cleaner	77.86
GEM STATE PAPER & SUPPLY	1055453-02	Pine-Sol Orange Cleaner	63.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	972015	38950 073121	404.54
UNITED OIL	973127	38950 081521	490.87
01-4194-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	24476	Brigde Washing split w SV and BCO	1,592.00
EVANS PLUMBING INC	115229	Sun Valley Museum/Air bleeder was leaking	168.75
RAINMAKER LANDSCAPING & S	8223	Labor - Wire Finder	65.00
01-4194-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001432889	960 062821	335.10
CLEAR CREEK DISPOSAL	0001432892	960 062821	282.82
CLEAR CREEK DISPOSAL	0001432893	960 062821	156.32
CLEAR CREEK DISPOSAL	0001443863	960 072721	293.50
CLEAR CREEK DISPOSAL	0001443866	960 072721	282.82
CLEAR CREEK DISPOSAL	0001443867	960 072721	156.32
CLEAR CREEK DISPOSAL	0001444845	56339 072721	482.00
CLEAR CREEK DISPOSAL	0001445249	951449 072721	60.00
CLEAR CREEK DISPOSAL	0001450108	960 082721	318.50
CLEAR CREEK DISPOSAL	0001450111	960 082721 Pump Park	282.82
CLEAR CREEK DISPOSAL	0001450112	960 082721 Rotary Park	156.32
CLEAR CREEK DISPOSAL	0001450950	56339 Town Square Hand Sanitizer Tower service & rent, liquid waste	225.12
CLEAR CREEK DISPOSAL	0001451296	951449 4th St & East Ave recycle	60.90
IDAHO POWER	2201272487 08	2201272487 082321	24.38
IDAHO POWER	2203313446 08	2203313446 081021	5.90
INTERMOUNTAIN GAS	65669030002	65669030002 082521	9.79
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2108-817924	20 gal trash can with lid, ant killer, screws for shop	27.27
CHATEAU DRUG CENTER	2430641	Home Pro Wet Mop	26.58
CHATEAU DRUG CENTER	2430730	Ore Wagon/Bonnie Cabin - Cleaning Supplies	13.28
CHATEAU DRUG CENTER	2430768	8" Linesman Pliers, Cable clamp	12.33
CHATEAU DRUG CENTER	2435098	Luggage Lock	8.54
PIPECO, INC.	4319631.001	scoop snow shovel for wagon days qty 4	111.08
PIPECO, INC.	4320926.001	Falcon rotor part for Atkinsons Park	33.46
PIPECO, INC.	S4287835.001	Red Flags - Shop	12.80
PIPECO, INC.	S4306634.001	1" Poly Stretch Coupling - Ct108 Pinch Tool Dawn/Irrigation Leak by new Fire Station	14.10
PIPECO, INC.	S4308474.001	2" Poly Stretch Coupling - Soccer Field	14.18
SAWTOOTH WOOD PRODUCTS, I	128624	nozzle for shop	46.60
KETCHUM SPAS INC.	99537	Splash Pad Chlorine	110.00
Total FACILITY MAINTENANCE:			6,451.84
POLICE			
01-4210-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	6235 082521	Lockers.com Lockers	2,548.83
01-4210-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2427819	5pc Screwdriver Set	22.67
US BANK	1556 082521	Safety Flag Co	185.04
01-4210-3620 PARKING OPS EQUIPMENT FEES			
VERIZON WIRELESS	9886074907	965494438 081021	41.73
VERIZON WIRELESS	9886074907	965494438 081021	42.01
VERIZON WIRELESS	9886074907	965494438 081021	41.73
CALE AMERICA, INC.	165326	Cale Lte Modem Upgrade (4G)	1,707.64

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4210-4200 PROFESSIONAL SERVICES			
UNITED OIL	973137	39060 081521	101.90
Total POLICE:			4,691.55
FIRE & RESCUE			
01-4230-3200 OPERATING SUPPLIES FIRE			
CHATEAU DRUG CENTER	2436640	Cleaning Supplies	2.37
COPY & PRINT, L.L.C.	108969	Sheet Protectors	10.00
EASY PACK INC	193033	Paperwork for Amos Lee	16.01
PIPECO, INC.	S4290939.001	36 Cable Tie (50/BAG)	39.52
PIPECO, INC.	S4290939.002	36 Cable Tie (50/BAG) Credit, not our bill	39.52-
US BANK	9939 082521	Monitor Wall Mount	26.56
CURTIS TOOLS FOR HEROES	INV515642	Class B Shirts	307.23
01-4230-3210 OPERATING SUPPLIES EMS			
BOUNDTREE MEDICAL	84158345	Medical Supplies	167.98
BOUNDTREE MEDICAL	84181482	Drugs	90.58
BOUNDTREE MEDICAL	84181482	Medical Supplies	489.64
CHATEAU DRUG CENTER	2436640	Cleaning Supplies	2.37
COPY & PRINT, L.L.C.	108969	Sheet Protectors	9.99
PRAXAIR DISTRIBUTION INC.	65513938	Cylinder Rental	59.30
US BANK	9939 082521	Equipment for New Ambulance	3,357.28
US BANK	9939 082521	Monitor Wall Mount	26.55
ZOLL MEDICAL CORPORATION	3348284	Meical Equipment	1,193.55
HENRY SCHEIN	97022882	Medical Supplies	65.28
HENRY SCHEIN	97022882	Drugs	476.57
HENRY SCHEIN	97582094	Medical Supplies	98.59
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	973012	67267 081521	255.28
UNITED OIL	974172	637267 083121	281.32
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	973012	37267 81521	304.05
UNITED OIL	974172	37267 083121	324.53
01-4230-4910 TRAINING EMS			
WITTHAR, MIKE	8132021	Reimbursement for travel to exam new ambulance	110.00
01-4230-4920 TRAINING-FACILITY			
CHATEAU DRUG CENTER	2430473	Red Spray Paint for Training Center	19.92
CHATEAU DRUG CENTER	2431270	Red Spray Paint for Training Center	13.28
CLEAR CREEK DISPOSAL	0001450435	1848 082721	57.46
COX BUSINESS	047339201 080	047339201 080621	99.79
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
COX BUSINESS	027222301 082	027222301 082021	30.26-
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
COX BUSINESS	027222301 082	027222301 082021	30.25-
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
ALSCO - AMERICAN LINEN DIVI	LBO11918202	5109 081621	10.84
ALSCO - AMERICAN LINEN DIVI	LBO11921972	5109 083021	10.84
CURTIS TOOLS FOR HEROES	514977	3' & 3.5" Field Service Kit with Generation II Stainless Ball for Swing Out	

Vendor Name	Invoice Number	Description	Net Invoice Amount
		Valves for E1	192.10
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS			
ALSCO - AMERICAN LINEN DIVI	LBO11918202	5109 081621	10.84
ALSCO - AMERICAN LINEN DIVI	LBO11921972	5109 083021	10.84
Total FIRE & RESCUE:			8,040.43
STREET			
01-4310-3200 OPERATING SUPPLIES			
US BANK	2022 082521	Key storage cabinet wall mounted	113.99
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	973014	37269 081521	1,348.91
UNITED OIL	974174	37269 083121	1,483.99
01-4310-4200 PROFESSIONAL SERVICES			
LUNCEFORD EXCAVATION, INC.	12328	Labor- Chip Seal	1,677.50
RICK'S EXCAVATION, INC.	659	Driving Water Truck	1,347.50
S & C ASSOCIATES LLC	2128	21-1026	190.00
RAMM, JUSTIN	08162021	Chip Sealing	652.65
01-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	9886210107	365459737 081321	6.96
01-4310-5200 UTILITIES			
IDAHO POWER	2204882910 08	2204882910 081221	254.35
IDAHO POWER	2204882910 08	2204882910 081221	26.86
IDAHO POWER	2204882910 08	2204882910 081221	74.31
IDAHO POWER	2204882910 08	2204882910 081221	10.34
INTERMOUNTAIN GAS	49439330009	49439330009 082521	17.00
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	069254	Premium Capsules #34 Durango	26.99
NAPA AUTO PARTS	71702	2.5 gal Blue Def for #49 F550 truck	7.99
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	2108-813841	Fasteners - #13 Pelican	9.96
A.C. HOUSTON LUMBER CO.	2108-819746	Blue duct tape & shrink wrap for Lewis Coach pickup	81.07
COLOR HAUS, INC.	250508	Paint for Gooseneck Trailer	51.00
COLOR HAUS, INC.	250528	Corona Twin Packs 9" for gooseneck deck painting	2.59
COLOR HAUS, INC.	250560	Flat black paint for trailer painting qty 3	17.19
METROQUIP, INC.	P11264	Adapter 1/4 - 28 for Sweepers	170.20
NAPA AUTO PARTS	068517	Core Deposit	31.00-
NAPA AUTO PARTS	070715	Z Hose End Fitting #31 Eagle	91.39
NAPA AUTO PARTS	070717	Z Hose End Fitting #31 Eagle	43.61
NAPA AUTO PARTS	071095	Cable Tie for #31 Eagle	23.84
NAPA AUTO PARTS	071109	Remanufactured starter and core deposit for #31 Eagle	231.22
NAPA AUTO PARTS	071408	Relay for #31 Eagle	47.79
NAPA AUTO PARTS	71572	Qty 4 gallons of Blue Def for crewcab	31.96
RIVER RUN AUTO PARTS	6538-169177	Diatom Oil Absorb	25.98
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBO11895633C	5831 052121	9.08-
ALSCO - AMERICAN LINEN DIVI	LBO11917739	5831 081321	38.87
ALSCO - AMERICAN LINEN DIVI	LBO11919652	5831 082021	38.87
ALSCO - AMERICAN LINEN DIVI	LBO11921489	5295 082721	38.87

Vendor Name	Invoice Number	Description	Net Invoice Amount
TREASURE VALLEY COFFEE INC	2160 07759821	Coffee and Stir Sticks	65.25
CINTAS FIRST AID & SAFETY	5073962008	First Aid Supplies	155.95
01-4310-6920 SIGNS & SIGNALIZATION			
A.C. HOUSTON LUMBER CO.	2108-816100	80# Concrete Dry Mix	227.28
COLOR HAUS, INC.	250090	5th Street Stop Signs	15.85
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 08	2200059315 081021	5.31
IDAHO POWER	2200506786 08	2200506786 081021	6.02
IDAHO POWER	2201013857 08	2201013857 082321	13.44
IDAHO POWER	2201174667 08	2201174667 081021	9.25
IDAHO POWER	2202627564 08	2202627564 081021	8.05
IDAHO POWER	2203027632 08	2203027632 081321	5.31
IDAHO POWER	2204882910 08	2204882910 081221	211.21
IDAHO POWER	2204882910 08	2204882910 081221	115.86
IDAHO POWER	2204882910 08	2204882910 081221	56.38
IDAHO POWER	2205963446 08	2205963446 081021	29.50
IDAHO POWER	2206773224 08	2206773224 082321	8.62
IDAHO POWER	2207487501 08	2207487501 082321	7.21
IDAHO POWER	2224304721 08	2224304721 081021	5.31
PLATT ELECTRIC SUPPLY	1000006	Street Bollards	2,794.77
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	2108-816101	Pallets - Credit	20.00-
COLOR HAUS, INC.	250415	Paint for Crosswalks	40.18
JOHNNY B TRANSPORT	0475272	Demurrage	1,529.35
JOHNNY B TRANSPORT	0478743	Spreader Service	3,420.00
SHERWIN-WILLIAMS CO.	8215-2	GLS beads to mix with street paint in Graco paint sprayer	59.48
IDAHO MATERIALS & CONSTRU	199696	Warm Springs & Trail Creek Mill and Inlays Contract# 20630	42,200.55
Total STREET:			59,113.80
RECREATION			
01-4510-3250 RECREATION SUPPLIES			
ATKINSONS' MARKET	0505442146	String Cheese	28.48
ATKINSONS' MARKET	0505442942	Facemasks	34.19
ATKINSONS' MARKET	0505444230	String, Raspberries	20.38
ATKINSONS' MARKET	0505448086	Ball Jars, Jello	27.97
ATKINSONS' MARKET	0808324684	Cherries, String, Ritz Crackers	41.25
ATKINSONS' MARKET	0808328105	Lemon Juice, Jello	9.52
CHATEAU DRUG CENTER	2424275	Facemasks	11.37
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
CHATEAU DRUG CENTER	2427337	Ball Jars	16.14
SYSCO	140889601	Concession & Supplies	475.16
01-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	973013	37268 081521	112.54
01-4510-5200 UTILITIES			
IDAHO POWER	2206452274 08	2206452274 082321	568.19
INTERMOUNTAIN GAS	31904030009 0	31904030009 082521	15.89
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NORCO	32348528	AK902 061621	50.63

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	2107-807002	Lime for Soil Correction	12.01
A.C. HOUSTON LUMBER CO.	2108-811048	Water Nozzle	9.99
Total RECREATION:			1,433.71
Total GENERAL FUND:			150,992.84
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-2900 AWARDS			
MASON'S TROPHIES & GIFTS	95710	Photo Plaque Peavey	104.80
02-4530-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	6235 082621	4Imprint Ribbon Wagon Days	224.15
02-4530-3200 OPERATING SUPPLIES			
SUN VALLEY EVENTS	CREDIT CAR	Smart Android TV	423.89
SUN VALLEY EVENTS	CREDIT CAR	Square Supplies	388.14
SUN VALLEY EVENTS	CREDIT CAR	Eco cups	127.87
SUN VALLEY EVENTS	CREDIT CAR	Supplies	102.76
US BANK	6235 082521	Wix.com online wagon days	30.00
US BANK	6235 082521	Wix.com Annual Subscripton	45.90
US BANK	6235 082621	U Printing Wagon Days	199.87
US BANK	6235 082621	U Printing Wagon Days	199.87-
02-4530-3250 SOUVENIRS SUPPLIES			
US BANK	6235 082621	Netbrands Media	194.40
US BANK	6235 082621	Wagon Days Shirts	4,019.22
US BANK	6235 082621	Posters Wagon Days	586.03
02-4530-4200 PROFESSIONAL SERVICES			
RED'S MEADOW INC.	082521 WD	Wagon Days - Big Hitch	22,180.00
SUN VALLEY EVENTS	090121	MUSEUM STAFFING AUGUST 22-AUGUST 31	2,301.09
SUN VALLEY EVENTS	FINAL 2021 C	Final Payment Contract - Event Coordinator 2021	3,750.00
US BANK	6235 082521	HomeAway Reservation	390.00
US BANK	6235 082621	VACASA WAGON DAYS	3,601.37
WES ALAN URBANIAK	082521 WD	Wagon Days Music	1,000.00
02-4530-4210 PARADE PARTCPNT/FIDDLERS/POETS			
KELLER, MAX	082521 WD	Wagon Days Participant	400.00
NIEDRICH, DAVE	082521 WD	Wagon Days Red Barn	350.00
NIEDRICH, TERI	082521 WD	Wagon Days Red Barn	350.00
PRICE, BOBBY	082521 WD	Wagon Days Participant	550.00
RUBY, HAROLD	082521 WD	Wagon Days Participant	450.00
RUBY, HELEN	082521 WD	Wagon Days Participant	350.00
TOMASKI, BOB	082521 WD	Wagon Days Participant	2,000.00
WILLIAMS, JERAL	082521 WD	Wagon Days Participant	500.00
SMITH, MONTE	082521 WD	Wagon Days Participant	500.00
LOCKYER, ELISABETH	082521 WD	Wagon Days Participant	250.00
WILLIAMS, JEANNIE	082521 WD	Wagon Days Participant	500.00
JONES, RODNEY	082521 WD	Wagon Days Participant	550.00
SHERBINE, ROCKY	082521 WD	Wagon Days Participant	250.00
SNAKE RIVER STAMPEDE	082521 WD	Wagon Days Participant	500.00
WILCOX, JERRY	082521 WD	Wagon Days Participant	400.00
WILLIAMS, JAKE	082521 WD	Wagon Days Participant	500.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
WILLIAMS, JUSTIN	082521 WD	Wagon Days Participant	500.00
WILLIAMS, JARED	082521 WD	Wagon Days Participant	500.00
LITTLE, RUSS	082521 WD	Wagon Days Participant	550.00
DECKARD, JESSE	082521 WD	Wagon Days REd Barn	350.00
APSHAGA, LAURA	082521 WD	Wagon Days Red Barn	350.00
ALRED, DARYL	082521 WD	Wagon Days Participant	550.00
WILCOX, SYLVIA	082521 WD	Wagon Days Participant	350.00
TONE, JAMES	WAGONS & T	WAGONS & TEAMS	590.00
TONE, JESSE	WAGONS & T	WAGONS & TEAMS	300.00
TONE, TONY	WAGONS & T	WAGONS & TEAMS	300.00
SKUNKHAT, JOHN-MARC	WAGONS & T	WAGONS & TEAMS	300.00
YOKAYAMMA, DALLONG	WAGONS & T	WAGONS & TEAMS	300.00
HAMMOND, KALEN	WAGONS & T	WAGONS & TEAMS	300.00
BEASLEY, TEVOR	WAGONS & T	WAGONS & TEAMS	400.00
WHITEWOLF, MORGAN	WAGONS & T	WAGONS & TEAMS	300.00
02-4530-4220 GRAND MARSHAL DINNER			
US BANK	6235 082521	UPrinting	41.00
US BANK	6235 082621	U Printing Wagon Days	170.07
US BANK	6235 082621	U Printing Wagon Days	211.07
02-4530-4230 HISTORY/CHILDREN'S ACTIVITIES			
WAGONS HO OF IDAHO LLC	90421	Wagon Days Branded Signs	2,000.00
ELKINS, LARRY	090421 WD	WAGON DAYS - BALOON ARTIST	375.00
02-4530-4240 CONCERT			
GARY D. TACKETT	082021 WD	Wagon Days Music	1,500.00
02-4530-4400 ADVERTISING & LEGAL PUBLICATIO			
WINDYCITY ARTS, INC.	535	Wagon Days Sign	1,371.96
Total WAGON DAYS EXPENDITURES:			59,478.72
Total WAGON DAYS FUND:			59,478.72
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7193 MAIN ST/WARM SPRINGS DESIGN			
EXPRESS PUBLISHING, INC.	10022196 MAY	ADVERTISING MAY, JUNE, JULY 2021	1,335.78
S & C ASSOCIATES LLC	2080	20-1045	724.00
S & C ASSOCIATES LLC	2138	21-1056	252.00
03-4193-7194 ZONING CODE UPDATE			
LOGAN SIMPSON DESIGN INC	28130	Historic Preservation Plan Update	12,680.00
03-4193-7200 TECHNOLOGY UPGRADES			
CASELLE, INC.	111504	Caselle Connect Application Software: Purchases and Requisitions	2,710.00
03-4193-7400 COMPUTER/COPIER LEASING			
DELL FINANCIAL SERVICES	80985196	001-9009257-01	1,465.97
03-4193-7801 MISCELLANEOUS EQUIPMENT			
URBAN RENEWAL AGENCY	HAWK AGRE	HAWK	20,000.00
Total GENERAL CIP EXPENDITURES:			39,167.75

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total GENERAL CAPITAL IMPROVEMENT FD:			39,167.75
STREET CAPITAL IMPROVEMENT FND			
STREET CIP EXPENDITURES			
05-4310-7601 FACILITIES MAINT. EQUIPMENT			
SAWTOOTH WOOD PRODUCTS, I	127946	Soccer Field Christina Potters Park Fence	5,200.00
Total STREET CIP EXPENDITURES:			5,200.00
Total STREET CAPITAL IMPROVEMENT FND:			5,200.00
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6060 EVENTS/PROMOTIONS			
ASCAP	122021	License Fee	367.00
LIVE AUDIO PRODUCTION LLC	COK019	KETCH'EM ALIVE AUDIO SERVICE	8,800.00
ROAD WORK AHEAD CONST. SU	082521 TOS	Street Clouser Trailing of the Sheep	5,000.00
IDAHO SECURITY GROUP	290	KETCH'EM ALIVE SECURITY	720.00
GRIFFITH, CRAIG	081821	REISSUE to NEW VENDOR: Ketchum Alive 7/27	500.00
CAMPBELL, RYAN	081821	REISSUE to NEW VENDOR: Ketchum Alive 7/27	400.00
Total ORIGINAL LOT TAX:			15,787.00
Total ORIGINAL LOT FUND:			15,787.00
FIRE CONSTRUCTION FUND			
FIRE FUND EXP/TRNFRS			
42-4800-4205 PROF SERVICES ENGINEERING			
S & C ASSOCIATES LLC	2071	19-1041	1,292.50
S & C ASSOCIATES LLC	2119	19-1041	1,756.00
42-4800-7400 OFFICE FURNITURE			
BUSINESS INTERIORS OF IDAHO	8822-38396-0	Deposit for furniture for new station (1/2 of Invoice)	7,354.39
US BANK	4977 082621	Bear Mattresses for Quarters at new station	3,339.00
US BANK	9939 082521	Bear Mattresses for new station	3,339.00
42-4800-7450 EQUIPMENT			
US BANK	9939 082521	Communications equipment for new ststion	1,747.12
WHITE CLOUD	100012	New Radio Equipment for New Station	4,700.84
42-4800-7800 CONSTRUCTION			
APEX	00033231	Ketchum Fire Station Security	1,809.19
CDW GOVERNMENT, INC.	J176839	UBIQUITI UNIFI AP AC PRO for New Fire Station	434.20
CDW GOVERNMENT, INC.	J238021	AXIOM GB SX-LC MINI GBIC for New Fire Station	1,437.48
LUTZ RENTALS	121939-1	Trailer, telehandler, Fuel	579.85
LUTZ RENTALS	122900	Trailer, Forklift	289.39
SENTINEL FIRE & SECURITY, IN	68122	6702 - 107 Saddle Rd AES Wireless Communicaor of fire alarm panel	882.00
US BANK	9939 082521	Kitchen Hood for New Station	1,086.50
CORE CONSTRUCTION SERVICES	20-01-006 JV9	20-01-006 JV90 APP 14	743,300.50
ATLAS TECHNICAL CONSULTAN	184741	Professional Services 5/08/21 to 5/21/2021 File#T200074C	997.00
ATLAS TECHNICAL CONSULTAN	187891	Professional Services for 7-31-21-to 8-13-21 File #T200074C	497.36
ELITE SURVEILLANCE LLC	1769	PO#20642 Fire Station Alerting System Installation	9,597.62
Total FIRE FUND EXP/TRNFRS:			784,439.94

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total FIRE CONSTRUCTION FUND:			784,439.94
WATER FUND			
63-3700-3600 REFUNDS & REIMBURSEMENTS			
CHRISTOPHER INGHAM	UTILITY REF	Utility Refund #1105 &1532	165.16
Total :			165.16
WATER EXPENDITURES			
63-4340-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11910331	5192 071621	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11917744	5192 081321	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11917748	5493 081321	53.98
ALSCO - AMERICAN LINEN DIVI	LBO11921498	5493 082721	53.98
CHATEAU DRUG CENTER	2429501	AAA Batteries	8.54
GEM STATE PAPER & SUPPLY	1056149	Paper supplies, Clorox Disinfectant Wipes	102.29
PIPECO, INC.	S4297131.001	Blue Marking Paint	99.91
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	973016	37271 081521	416.93
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E266245	55 gal T-Chlor	252.24
63-4340-4200 PROFESSIONAL SERVICES			
EXPRESS PUBLISHING, INC.	10022196 MAY	ADVERTISING MAY, JUNE, JULY 2021	479.10
WHITE PETERSON	24892R 073121	General Services 24892R 073121	429.77
S & C ASSOCIATES LLC	2083	21-1017	786.00
S & C ASSOCIATES LLC	2127	21-1017	1,013.50
63-4340-4300 STATE & WA DISTRICT FEES			
IDAHO DEPT. OF ENVIRONMENT	20220859	Public Drinking Water System Annual Fee Assessment	7,800.00
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
TOGNONI, GIO	082421	Reimbursement for Travel	192.04
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715 08	2087250715 080421	124.83
CENTURY LINK	2087255045 08	2087255045 00421	60.84
VERIZON WIRELESS	9886210196	365516521 081321	123.47
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 08	2202458903 082021	277.22
IDAHO POWER	2203658592 08	2203658592 082621	13,424.38
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
FERGUSON ENTERPRISES, LLC	0792371	Misc Fittings	1,691.01
PIPECO, INC.	S4300128.001	Galv Nipple 1 x 18	8.26
PIPECO, INC.	S4308788.001	2 x 1.5 Galv Reducer Coupler	6.54
Total WATER EXPENDITURES:			27,459.19
Total WATER FUND:			27,624.35

Vendor Name	Invoice Number	Description	Net Invoice Amount
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7600 MACHINERY AND EQUIPMENT			
LUTZ RENTALS	122562-1	2" TSURUMI Submersible Pump	273.00
64-4340-7800 CONSTRUCTION			
FERGUSON ENTERPRISES, LLC	0792888	6 MJXFLG C153 Adpt L/A	144.46
Total WATER CIP EXPENDITURES:			417.46
Total WATER CAPITAL IMPROVEMENT FUND:			417.46
WASTEWATER FUND			
65-3700-3600 REFUNDS & REIMBURSEMENTS			
CHRISTOPHER INGHAM	UTILITY REF	Utility Refund #1105 &1532	166.84
Total :			166.84
WASTEWATER EXPENDITURES			
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBOI1895639	5292 052121	55.32
ALSCO - AMERICAN LINEN DIVI	LBOI1910331	5192 071621	27.18
ALSCO - AMERICAN LINEN DIVI	LBOI1917744	5192 081321	27.18
ALSCO - AMERICAN LINEN DIVI	LBOI1917746	5292 081321	120.56
CHATEAU DRUG CENTER	2431376	Ant Bait	6.64
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	973015	37270 081521	65.48
65-4350-4200 PROFESSIONAL SERVICES			
EXPRESS PUBLISHING, INC.	10022196 MAY	ADVERTISING MAY, JUNE, JULY 2021	479.10
RUBICON ENVIRONMENTAL SE	21-2185R4	Gas Cleaning of Aeration Grids	6,925.00
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
OXFORD SUITES BOISE	BSE-9277	Reservation #147093 - Zach Hoefler	137.00
OXFORD SUITES BOISE	BSE-9281	Reservation #147094 - Frank Fuwanrit	137.00
OXFORD SUITES BOISE	BSE-9294	Reservation #147095 - Gio Tognoni	137.00
HOEFER, ZACH	08262021	Travel Reimbursement	175.03
SUWANRIT, FRANK	08262021	Travel Reimbursement - Training	188.50
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 08	2087268953 081321	60.84
VERIZON WIRELESS	9886074907	965494438 081021	41.73
VERIZON WIRELESS	9886074907	965494438 081021	24.62
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 08	2202158701 081321	14,482.76
IDAHO POWER	2202703357 08	2202703357 082021	45.57
IDAHO POWER	2206786259 08	2206786259 082021	40.27
INTERMOUNTAIN GAS	32649330001 0	32649330001 082621	106.60
INTERMOUNTAIN GAS	58208688554 0	58208688554 082521	9.79
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
GRAINGER, INC., W.W.	9026758228	PVC Tubing	57.49

Vendor Name	Invoice Number	Description	Net Invoice Amount
ROBERTS ELECTRIC	5578	LFULFD2570-2 Power Distribution	54.34
UNITED STATES PLASTIC CORP	6567955	Versilon Plasticizer (Various sizes)	69.77
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
A.C. HOUSTON LUMBER CO.	2108-812240	Primer, Latex Gloves	8.98
CLEAR CREEK DISPOSAL	0001443870	960 072721	510.00
NAPA AUTO PARTS	069757	Hose Connector	10.44
NAPA AUTO PARTS	069851	Coolant Connector-Returned	9.49-
UNITED OIL	973015	37270 081521	82.04
VERIZON WIRELESS	9886074907	965494438 081021	41.73
Total WASTEWATER EXPENDITURES:			24,118.47
Total WASTEWATER FUND:			24,285.31
WASTEWATER CAPITAL IMPROVE FND WASTEWATER CIP EXPENDITURES			
67-4350-7811 CAPITAL FACILITY PLAN			
HDR ENGINEERING, INC.	1200368423	20576 - Wastewater Facility Planning Study	7,419.79
Total WASTEWATER CIP EXPENDITURES:			7,419.79
Total WASTEWATER CAPITAL IMPROVE FND:			7,419.79
DEVELOPMENT TRUST FUND DEVELOPMENT TRUST EXPENDITURES			
94-4900-8029 IEG THUNDER-THUNDER SPR SUBDIV			
IEG THUNDER SPRINGS	REFUND PER	Return Performance Bond	20,350.00
94-4900-8032 SUN VALLEY & 1ST-311 N 1ST#334			
SUN VALLEY & 1ST LLC	RETURN PER	RETURN PERFORMANCE BOND	10,500.00
94-4900-8035 SV & FIRST LLC-311 N 1ST #334			
SUN VALLEY & 1ST LLC	RETRUN PER	RETURN PERFORMANCE BOND	1,500.00
Total DEVELOPMENT TRUST EXPENDITURES:			32,350.00
Total DEVELOPMENT TRUST FUND:			32,350.00
ESSENTIAL SERVICES FAC. TRUST ESF TRUST EXPENDITURES			
95-4193-4200 PROFESSIONAL SERVICES			
S & C ASSOCIATES LLC	2088	20-1069	193.00
95-4193-5900 REPAIR & MAINTENANCE-BUILDINGS			
SCHINDLER ELEVATOR	8105725583	PREVENTITIVE MAINTENANCE ON NEW CITY HALL ELEVATOR	1,060.53
95-4193-7201 FUTURE ESF CITY HALL			
APEX	00033084	New City Hall VMS Equipment	21,303.19
APEX	00033232	New City Hall VMS Equipment	4,308.68
BUSINESS INTERIORS OF IDAHO	10644-38387-0	Deposit for furniture for new City Hall Project #10644	17,436.47
US BANK	1550 082621	Provantage #8677369 Switch new city hall	1,872.00
US BANK	1556 082521	UBiquiti Inc	49.20-
US BANK	1556 082521	UBiquiti Inc	664.20
US BANK	2745 082621	Uility Cart & Sign Holder ULINE	272.19

Vendor Name	Invoice Number	Description	Net Invoice Amount
CORE CONSTRUCTION SERVICES	21-01-002 APP	21-01-002 APP 3 New City Hall	296,632.02
Total ESF TRUST EXPENDITURES:			343,693.08
Total ESSENTIAL SERVICES FAC. TRUST:			343,693.08
Grand Totals:			1,490,856.24

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage License

Recommendation and Summary

Staff is recommending the council to approve the license and adopt the following motion:

I move to approve Alcohol Beverage Licenses for the applicants included in the staff report.

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the application is for the period of September 1, 2021 – July 31, 2022, the Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1st. Renewal for 2021 has been extended to September 1. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and not to be consumed on premise, per application.

Analysis

At this time, the following businesses have filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Financial Impact

- The City of Ketchum will realize revenue of \$650.00 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Total Amount of Fees Paid</u>
The Valley Vino	x	x	x	x		\$650.00

Sincerely,

Shellie Rubel
Treasurer

Attachments: Alcohol application



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxes@ketchumidaho.org or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>The Valley Vino</u>		Doing Business As: <u>Sun Valley Wine Company</u>
Physical Address where license will be displayed: <u>360 Leadville AVENUE • Ketchum, Id 83340</u>		
Mailing Address: <u>PO Box 3628 • Ketchum</u>		
Recorded Owner of Property: <u>Allan Snyder</u>		
Applicant Phone Number: <u>360-870-4666</u>		Applicant Email: <u>gflips123@comcast.net</u>
STATE LICENSE NO: _____ (copy required)		COUNTY LICENSE NO: _____ (copy required)
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> <u>LLC</u> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>Gayle Phillips - Same address</u> <u>James Phillips - " "</u> <u>Crystal McKenzie - " "</u> <u>Dexter McKenzie - " "</u>	
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>650.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

no

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Gayle Phillips owner
Applicant Signature Relation to Business

August 8, 2021
Date

[Signature]
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>8/16/21</u>	License Fee Paid:	License No: <u>6941A</u>
<i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, <u>2021</u> - July 31, <u>2022</u>.</i>		
Approved by City of Ketchum Idaho by;		
<hr/>		
Mayor		



RESOLUTION 21-017

**A RESOLUTION OF THE CITY OF KETCHUM
AUTHORIZING THE DESTRUCTION OF CITY RECORDS**

WHEREAS, the City of Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho Code §50-101 et seq.; and

WHEREAS, Idaho Code 50-907 requires the City Council 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

WHEREAS, the City Clerk has proposed for destruction of the records listed in the attached **"Exhibit 1"** that have exceeded their minimum retention requirement under the Accounting, Budget, Finance & Payroll Records section of the City's records retention policy; and

WHEREAS, the City Clerk has determined to dispose of the records by Western Records Destruction, Inc.; and

WHEREAS, approval for the destruction of the listed records has been obtained from the Idaho State Historical Society, when required, and the City Attorney, as provided by Idaho Code 50-907.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, that the records listed in the attached **"Exhibit 1"** shall be destroyed under the direction and supervision of the City Clerk.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF SEPTEMBER 2021.

Neil Bradshaw, Mayor

Attest:

Tara Fenwick, City Clerk

EXHIBIT 1

Approved to Destroy List 2020

Box 1 – Check Stubs 2015

Box 2 – Sales Tax 10/1/14 – 3/31/2015

Box 3 – Sales Tax 4/1/2015 – 9/30/2015

Box 4 – Sales Tax 4/1/2015 – 9/30/2015

Approved to Destroy List 2021

Box 1 – Files with material / copies of: planning projects, credit letters, security agreements, bank statements, check books and three spiral notebooks containing staff notes.

Box 2 – Alcohol Licenses 2012 – 2015

Box 3 – Check Stubs 2016

Box 4 – Binder of documentation on direct pay accounts, files representing Claims Activity 2010, 2011 and 2012 and 5 files of invoices / payments made in March 2014.



RESOLUTION 21-018

**A RESOLUTION OF THE CITY OF KETCHUM
AUTHORIZING THE DESTRUCTION OF CITY RECORDS**

WHEREAS, the City of Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho Code §50-101 et seq.; and

WHEREAS, Idaho Code 50-907 requires the City Council 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

WHEREAS, the City Clerk has proposed for destruction of the records listed in the attached **"Exhibit 1"** that have exceeded their minimum retention requirement under the Accounting, Budget, Finance & Payroll Records section of the City's records retention policy; and

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PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF SEPTEMBER 2021.

Neil Bradshaw, Mayor

Attest:

Tara Fenwick, City Clerk

EXHIBIT 1

As submitted by Terri Duquette, Assistant to the Fire Chief.

EMS Medical Files:

1. 2006 EMS Files- Jan-Dec
2. 2007 EMS Files-Jan-Dec
3. 2008 EMS Files-Jan-Dec
4. 2009 EMS Files-Jan-Dec
5. 2010 EMS Files-Jan-Dec, 2008 Fire Reports
6. 2011 EMS Files-Jan-Sept
7. 2012 EMS Files Jan-Dec, 2011 Oct-Dec
8. 2013 EMS Files Jan-Sept, Dec 2015, April 2009
9. 2014 EMS Files Jan-Dec, 2013 Oct-Dec
10. 2015 EMS Files Jan-Dec
11. 2016 EMS Files Jan-Dec
12. 2017 EMS Files Jan-Dec
13. 2018 EMS Files Jan-Dec
14. 2020 EMS Files Jan-Dec

Fire Inspections:

15. Numbered (#) Buildings thru "H"
16. "I" thru "STO"
17. "STR" thru "Z"
18. Residential Buildings

Volunteer Training Records:

19. Training Logs: 1985,1986,1987,1988,1989,1990



City of Ketchum

September 7, 2021

Mayor Bradshaw and City
Councilors City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Starbucks Lease Addendum.

Recommendation and Summary

Staff requests Council authorize the Mayor's signature on the Starbucks lease Addendum.

"I move to authorize the Mayor to sign the Starbucks Lease Addendum."

The reasons for the recommendation are as follows:

- Cairde Group seeks to renew the final five-year term of their Starbucks tenant lease at the location of 491 Sun Valley Road
- Both Cairde Group and the City agree to addendum terms
- Legal has reviewed the material and approves to proceed

History

- The Cairde Group initiated a lease with the Urban Renewal Agency in August of 2011.
- The original term was extended for an additional five-years by amendment in November 2016.
- The final five-year lease extension, per the recommended addendum, when approved, will take effect November 2021.

Financial Impact

The new five-year lease calls for no increase in fiscal year 2022 but then 2% increases in the following years.

The City of Ketchum will recognize the following financials from this agreement:

Year 1	Year 2	Year 3	Year 4	Year 5
\$ 5,539.00 pr. month	\$ 5,649.78 pr. month	\$ 5,762.78 pr. month	\$ 5,877.78 pr. month	\$ 5,995.78 pr. month

Sincerely,

Tara Fenwick

Tara Fenwick
City Clerk

Attachments:

- Addendum 2021
- Amendment 2016
- Original Lease

Lease Renewal Addendum

THIS LEASE ADDENDUM ("Addendum") amends and addends to the Lease Agreement entered into on August 4, 2011 ("Lease"), and this Addendum is effective to _____, 2021, by and between the City of Ketchum, an Idaho municipal corporation ("Landlord") and the Cairde Group, an Idaho limited liability company (Tenant).

RECITALS

- A. The Ketchum Urban Renewal Agency (KURA) and the Cairde Group (Tenant) entered into the original Lease Agreement on August 4, 2011 for commercial rental of the Premises as identified in the Lease Agreement.
- B. Starbucks Corporation (Starbucks) and Tenant are parties to a Master Licensing Agreement, under which Tenant operates a retail unit as a licensee of Starbucks. Pursuant to a Form of Rider to Lease, dated August 4, 2011, Starbucks must provide written consent to any alteration or amendment to the Lease.
- C. KURA transferred and assigned its interest to the City of Ketchum (Landlord).
- D. Tenant has retained possession of the Premises commencing on November 1, 2011, for the initial five-year term; and previously exercised Tenant's first five-year option commencing on November 1, 2016.
- E. Tenant has provided notice of intent to exercise the second and final five-year option.
- F. Landlord and Tenant desire to enter into this Addendum to amend, resolve, and clarify the terms of the second five-year extension of the Lease.

THEREFORE, the parties agree as follows:

AGREEMENT

- 1. **Term.** Tenant is exercising their second and final five-year extension option, commencing on November 1, 2021, pursuant to Section 4.2 of the Lease.
- 2. **Rent.** The Parties agree that for the second extension term, rent shall remain at the existing base monthly rate for November 1, 2021 through October 31, 2022, and then increase two percent (2%) annually beginning on November 1, 2022.
- 3. **Use of Maintenance Room.** Tenant is permitted to access and use the maintenance room, a portion of which is contemplated within the rent, for product receiving and storage. Tenant shall not permit any such storage to obscure any service provider access to fire or power panels, nor any other technical equipment (hereafter referred together as "Technical Equipment"). Tenant shall not permit any agent, manager, employee, or shipping or delivery personnel to touch or alter any Technical Equipment. Any damaged caused to such

Technical Equipment by violation of this section will be remediated at the cost of the Tenant. Landlord is not responsible for any injury to agent, manager, employee, or shipping or delivery personnel caused by a failure to uphold this section of the Addendum. Landlord reserves the right to restrict Tenant access to the Maintenance Room in the event service providers are on the Premises for maintenance or repairs of the Technical Equipment, or the surrounding areas. Landlord likewise reserves the right to remove Tenant access to the Maintenance Room for failure to uphold this section of the Addendum.

4. **Landlord Access.** Landlord will keep a key to the Premises for emergency purposes and will seek to reasonably provide Tenant with 24-hour written notice if non-emergency access to the Premises is required.
5. **Maintenance Requests.** Tenant will report to Landlord, ideally in writing, any concerns regarding the Premises and including surrounding non-leased common area space. Tenant maintenance requests and concerns are to be reported directly to Landlord and not to Landlord's contracted service providers.
6. **Severability.** This Addendum amends certain provisions in the Lease. The Lease remains the operating document, and any provision not amended by this Addendum remains in full force, and agreed to by all parties for the remainder of the agreed upon term identified above. If any provision of this Addendum is found to be unenforceable, all other provisions will remain in effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Addendum effective to the date designated.

CAIRDE GROUP, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

STARBUCKS CORPORATION

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF KETCHUM

By: _____

Print Name: Neil Bradshaw

Title: Mayor

Date: _____

Attest: _____
Tara Fenwick, City Clerk

AMENDMENT TO LEASE AGREEMENT

This Amendment ("Amendment") is made by and between the Cairde Group, an Idaho limited liability company ("Tenant"), and the Ketchum Urban Renewal Agency, a public body corporate and politic ("Landlord", and together with Tenant, the "Parties").

Recitals. This Amendment is made in contemplation of the following facts and purposes:

A. Tenant and Landlord are parties to a Lease, dated April 4, 2011 ("Lease"), under and by virtue of which Tenant leased a portion of the real property commonly known as 491 Sun Valley Road, Ketchum, Idaho as more particularly described in the Lease.

B. On or about January 28, 2016, pursuant to §4.2 of the Lease, Tenant notified Landlord in writing that it was exercising its right to extend the original term for an additional five years. Thereafter, the Parties completed the process under Section 4.1 of the Lease to establish the Rent for the first extended term.

C. The Parties now desire to amend and supplement the Lease as hereinafter provided in order to clarify the description of the Premises, memorialize the extension of the Term, provide their respective addresses for notice, and to establish the Rent amounts for the first extended term.

Amendments. In view of the foregoing, the Parties agree to amend and supplement the Lease, as follows:

1. The Parties incorporate the above recitals into this Amendment and affirm such recitals are true and correct.

2. Section 1.1 of the Lease is supplemented by adding the following address for notice to Landlord: "Post Office Box 2315, Ketchum, Idaho 83340."

3. Section 1.2 of the Lease is supplemented by adding the following address for notice to Tenant: "Post Office Box 6336, Ketchum, Idaho 83340."

4. The site plan referenced in Section 1.3 and attached as Exhibit A to the Lease is deleted and the site plan attached to this Amendment as Exhibit A is substituted therefore. The Premises are depicted in yellow on Exhibit A and the Common Area is depicted in salmon color on Exhibit A.

5. Section 1.4 of the Lease is supplemented by adding the following language: "Landlord and Tenant acknowledge and agree that Tenant has duly exercised its right to extend the original term for five years commencing on November 1, 2016 and ending on October 31, 2021, unless further extended pursuant to Section 4.2."

6. The reference to November 1, 2016 in Section 1.7 is deleted and October 31, 2021 is substituted therefore.

7. Section 1.8 is deleted and the following substituted therefore:

- "Rent: \$ 5,539.00 per month. Monthly Rent is calculated at \$2.82 per sq/ft for the interior of the Premises (1900 sq/ft) and \$1.81 x .4 per sq/ft for the exterior of the Premises (250 sq/ft)."
8. The Section 1.13 is deleted and the following substituted therefore:
 - **"Separately Metered Utilities; Other Expenses.** Tenant shall pay for the separately metered utilities serving only the Premises. All other expenses, unless otherwise stated herein, are included in the Rent."
 9. The first paragraph of Section 4.1 is deleted and the following substituted therefore:
 - **Rent.** Beginning with the Rent Commencement Date, Tenant shall pay to Landlord, at the address set forth in Section 1.1 until notified in writing by Landlord, on the first day of each month, in advance, Rent in accordance with the schedule set forth in Section 1.8. Except as otherwise provided them parties intend that the Rent shall be inclusive of all occupancy expense for Tenant. Rent for any partial month at the beginning or end of the Term shall be pro-rated. Provided there is no default by Landlord under this Lease, all payments of Rent shall be made without deduction, set off, discount, or abatement in lawful money of the United States in good and immediately available funds.
 10. The first sentence of Section 6.1 is deleted.
 11. Section 11.3 is deleted and the following substituted therefore:
 - **"Separately Metered Utilities and Janitorial Serving the Premises.** Tenant shall be responsible for all separately metered utilities serving only the Premises and janitorial service for the Premises. Separately metered utilities serving only the Premises and janitorial service serving the Premises are not included in the Rent."
 12. Section 11.4 is deleted.
 13. Section 11.5 is amended to include professional property management, janitorial service for the Common Areas at least three days each week, window cleaning, Christmas decorations, annual deep cleaning of building, snow removal and landscape maintenance as services to be provided by the Landlord without additional cost to Tenant.
 14. All references to "Base Rent" in the Lease are amended and replaced with "Rent".
 15. All references to Additional Rent in the Lease are deleted.
 16. No Further Amendments. Except as amended by this Amendment, the Lease remains unchanged and in full force and effect. If there is any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control.
 17. Effective Date. This Amendment is effective as of the date on which the last of Landlord and Tenant execute this Amendment, and such date will be set forth in the first paragraph of this Amendment where indicated. Landlord and Tenant have no rights with respect to this Amendment until Landlord and Tenant have both executed this Amendment.

18. Rule of Construction. Landlord and Tenant acknowledge they and, if they so choose, their respective counsel have reviewed and revised this Amendment and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Lease, this Amendment or any exhibits, attachments and addenda to the Lease and/or this Amendment. All capitalized terms in the Agreement shall have the meaning in the Agreement when used in this Amendment, unless otherwise defined herein.

19. Brokers. Landlord and Tenant represent and warrant to the other that they have not had any dealings with any real estate brokers or agents in connection with the negotiation of this Amendment. Each party agrees to indemnify and hold the other harmless from and against any and all liability and cost that the indemnified party may suffer in connection with any real estate brokers claiming by, through, or under the indemnifying party seeking any commission, fee or payment in connection with this Amendment.

20. Counterparts. This Amendment may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a pdf format shall have the same force and effect as original signatures on this Amendment.

This Amendment is executed as of the date first above written.

Ketchum Urban Renewal Agency

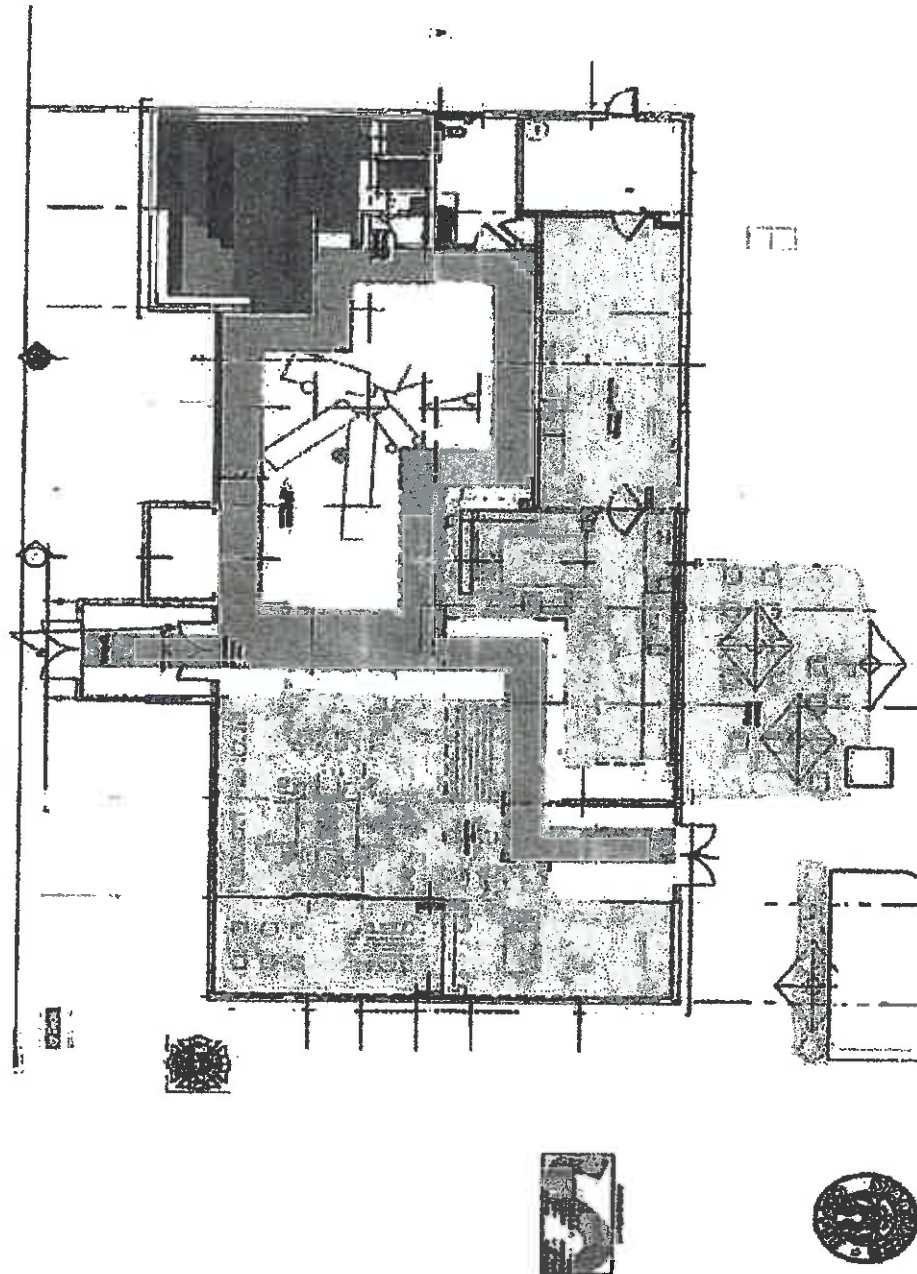
By: _____
Name: _____
Its: _____
Date: _____

Cairde Group, an Idaho limited liability

By: _____
Name: _____
Its: _____
Date: _____

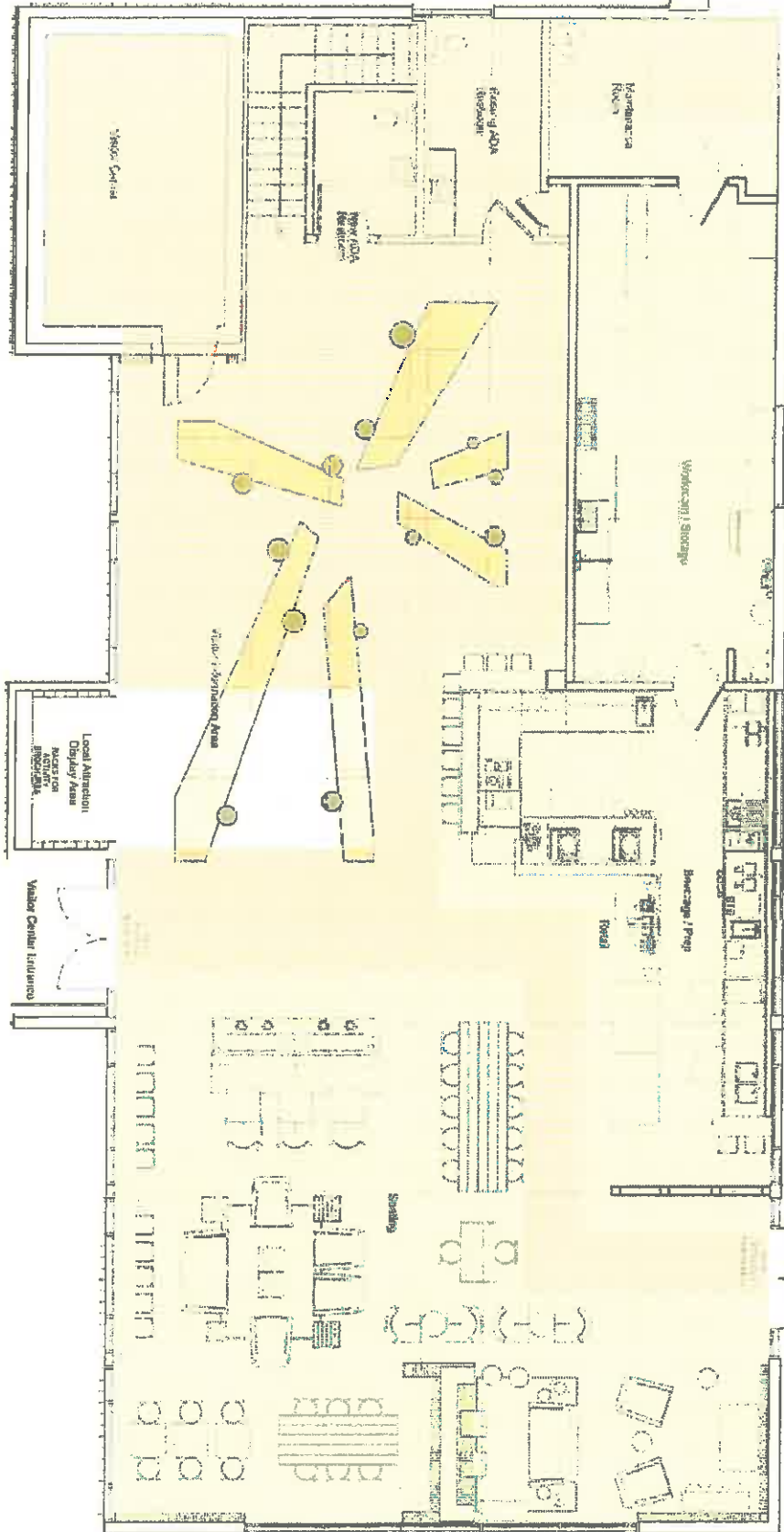
EXHIBIT A (Site Plan)

[to be replaced with high resolution color version]



4815-5164-0893, v. 1

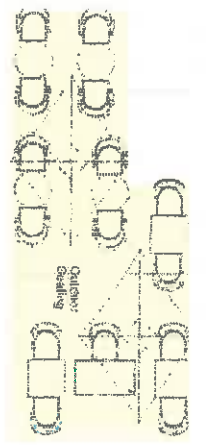
EXHIBIT A



LEGEND

STARBUCKS LEASE
1900 SF INTERIOR
250 SF EXTERIOR

COMMON AREA
1496 SF



GRAPHIC SCALE
1 inch = 10 ft.

AN EXHIBIT SHOWING
STARBUCKS LEASE
PREPARED BY GALENA ENGINEERING
PREPARED FOR THE KETCHUM URBAN RENEWAL AGENCY

02/02/17

LEASE AGREEMENT

BETWEEN

KETCHUM URBAN RENEWAL AGENCY (KURA)

AN IDAHO POLITICAL SUBDIVISION

AS LANDLORD

AND

CAIRDE GROUP

AN IDAHO LIMITED LIABILITY COMPANY

AS TENANT

DATED EFFECTIVE: August 4, 2011

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into effective this ____ day of _____, 2011, by and between the Ketchum Urban Renewal Agency, an Idaho political subdivision located in Blaine County, Idaho ("Landlord") and the Cairde Group, an Idaho limited liability company ("Tenant").

1. Basic Lease Provisions. For purposes of this Lease, the following terms have the following definitions and meanings:

1.1 Landlord's Address (For Notices):

1.2 Tenant's Address for Notices:

1.3 Premises attached hereto as Exhibit A, containing approximately 1,900 square feet on the ground floor and 250 square feet on the Town Square.

1.4 Term: Five (5) years, with two five year options, commencing November 1, 2011.

1.5 Rent Commencement Date (or "Commencement Date"): November 1, 2011.

1.6 Occupancy Date: November 1, 2011 (Tenant may enter upon execution for improvements).

1.7 Expiration Date: November 1, 2016 (of first term).

1.8 Base Rent: \$3,000 per month (\$1.50 per square foot on the ground level and .60 per square foot for outside space on Town Square). Additional rent shall consist of Tenant's share of utilities, landscape maintenance, snow removal, and taxes as set forth in this Lease.

1.9 Security Deposit: None.

1.10 Permitted Use: Operation of a Starbucks franchise, and all purposes, uses and operations related thereto, which will include, without limitation, limited food and beverages, specifically including alcohol, that do not require an exhaust hood or grill. Tenant will share ground floor space with a co-tenant which is currently the Sun Valley/Ketchum Visitors Center. The Buildings hours of operations will be governed by Tenant's hours of operations and set by Tenant's management which may change from time to time. Landlord authorizes Tenant to change all exterior locks on the Building such that only Tenant or its agents will have key access to the Building. Landlord agrees that within fifteen (15) days of execution of this Lease it will amend the lease with the Visitors Center to provide for the above. Landlord agrees that any future lease of the portion of the Building not currently leased by Tenant will contain the above provisions. Furthermore, Landlord acknowledges and understands that additional changes to the Building or the Premises may be required by the Idaho Alcohol Beverage Control and authorizes Tenant to make any such reasonable modifications. Layout of the tenant spaces is shown on the

Attached Site Plan, Exhibit A. Said site plan may be amended from time to time as agreed to by the co-tenants. See also Section 3, Common Areas.

1.11 Improvements: Landlord shall within 30 days of execution of the Lease construct the improvements set forth in Exhibit B, with the exception of the fire suppression system, which shall be completed within 60 days of the execution of the Lease. Tenant shall pay \$20,503 of the improvement cost with such payment to be due prior to occupation of the Premises; or, at its option, shall take responsibility for \$20,503 of improvements from the Kearns contract, thereby lowering the total of the Kearns contract by \$20,503, subject to approval by Kearns.

1.12 Termination: If tenant exercises both extension options, beginning November 1, 2021, Landlord retains the right to terminate the Lease provided it provides Tenant with one year's written notice. A termination payment of \$100,000 shall be paid to Tenant if the termination date is between November 1, 2021 and November 1, 2023. A termination payment of \$75,000 shall be paid to Tenant if the termination date is between November 1, 2023 and November 1, 2024. A termination payment of \$50,000 shall be paid to Tenant if the termination date is between November 1, 2024 and November 1, 2025. A termination payment of \$25,000 shall be paid to Tenant if the termination date is after November 1, 2025, but prior to Lease maturity. Landlord stipulates that it does not intend to terminate this Lease (other than for Tenant's non-performance or breach) unless it has scheduled the property for redevelopment.

1.13 Tenant's Share of Expenses Percentage: Utilities will be separately metered and paid for by Tenant. All other shared expenses not otherwise capable of being separately metered will be paid by Tenant by multiplying such shared expense by a percentage determined by dividing the rentable area of the Premises by the rentable area of the Building. Landlord, at its sole costs and expense, will purchase and install any meters required by this Section 1.13.

1.14 Exhibits: The Exhibits which are attached to this Lease are incorporated herein by this reference.

1.15 Defined Terms: The headings provided in this Section 1 in bold print are used in this Lease as defined terms.

1.16 Rider to Lease: That certain Rider to Lease, of even date herewith, by and between Landlord, Tenant and Starbucks Corporation, which terms and conditions are incorporated herein by reference, as if fully set forth herein. In the event of a conflict between the terms and conditions of this Lease, and the Rider to Lease, the terms and conditions of the Rider to Lease shall control.

1.17 Beer and Wine License: The parties acknowledge that Tenant will apply for a beer and wine licenses for use on the Premises, and that said license is integral to Tenant's intended use of the Premises. Accordingly Landlord agrees: (1) to forever waive any right to object to the issuance or renewal of Tenant's beer and wine license provided Tenant has complied with all City and State laws pertaining to the sale of alcohol, and (2) that if Tenant is

unable to obtain said license by January 15, 2012 or the license once issued is revoked or not renewed due to no fault of Tenant, then this Lease may be terminated at Tenant's option.

1.18 Exclusive Uses. Landlord covenants and agrees that, so long as Tenant is not in default under this Lease and is operating its Permitted Use in all or substantially all of the Premises, Landlord will not, after the Effective Date of this Lease, lease any other premises in the Building to any tenant for the purpose of operating (i) a coffee shop; (ii) a restaurant which more than 20% of its sales are derived from the sale of coffee; or (iii) any business (x) which competes with Tenant, as determined by Tenant in its sole but reasonable discretion, or (y) which will have a material adverse impact on Tenant's business or operations, as determined by Tenant in its sole but reasonable discretion.

This Section 1 represents a summary of the basic terms and definitions of this Lease. In the event of any inconsistency between the terms contained in this Section 1 and any specific provision of this Lease, the terms of the more specific provision shall prevail.

2. Premises. In consideration of the payment of rent and the performance of the covenants and agreements hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, together with and subject to all conditions, restrictions, obligations, rights, privileges, easements and appurtenances thereto, and all other Project documents referred to therein, or any other easement(s), use or restriction agreements for the Building as have been executed by Landlord, and which cover the Premises.

In the event of a lawsuit filed by a third party, such that the Landlord cannot temporarily deliver the Premises, the Landlord agrees to abate the Base Rent and the Additional Rent during such time. If Landlord's inability to deliver the Premises becomes permanent due to such lawsuit, or if Landlord is unable to deliver the Premises to Tenant within six (6) months from the date hereof, Landlord agrees to reimburse Tenant for all directly associated and documented expenses, including expenses for Tenant improvements. Landlord's inability to deliver the Premises due to a lawsuit shall only be determined to be permanent after a decision by the Idaho Supreme Court that Landlord is legally prohibited from leasing the Premises. Subject to the provisions of Section 9, below, and the Rider to Lease, upon payment to Tenant for all expenses set forth herein, Landlord shall obtain title to any goods, fixtures and/or improvements for which expenses are paid.

3. Common Areas. Tenant shall have the non-exclusive right to use all common areas located within the Building, including, but not limited to, entrance ways, restrooms, foyers and other areas intended to be used in common by all of the tenants of the Building and their invitees, and the common areas located on the land on which the Building is situated, including, but not limited to, the sidewalks adjacent to the Building and all other areas on such land intended to be used in common by all of the tenants of the Building and their invitees (collectively, "Common Areas").

Tenant agrees to cooperate with other tenants in the Building to ensure a peaceful and harmonious use of the common areas. In the event that a conflict arises between the Tenant and

other tenants in the Building, such conflict shall be resolved between the tenants, with the assistance of the Chairman, Vice-Chairman, and attorney for the KURA.

4. Rent and Term.

4.1 Rent. Beginning with the Rent Commencement Date, Tenant shall pay to Landlord, at the address set forth in Section 1.1, until otherwise notified in writing by Landlord, on the first day of each month, in advance, Base Rent in accordance with the schedule set forth in Section 1.8. Base Rent for any partial month at the beginning or end of the Term shall be prorated. As used in this Lease, the term "Rent" shall mean Base Rent and Additional Rent, as defined below. Provided there is no default by Landlord under this Lease, all payments of Rent shall be made without deduction, set off, discount, or abatement in lawful money of the United States in good and immediately available funds.

In the event that Tenant shall exercise its option for additional terms, Base Rent shall be calculated for such additional terms as follows: 120 days prior to the Lease renewal date, letters from the office managers (or similar alternative) of three commercial leasing brokers will be solicited (the "Letters"). The Tenant and the Landlord shall each choose a commercial leasing broker and the third commercial leasing broker shall be chosen by mutual agreement between the Landlord and Tenant. The Letters will set forth single price estimates from each firm for the prevailing market lease rate for high traffic area, ground floor, Class A restaurant space in downtown Ketchum based on transactions occurring in the previous twelve months. The arithmetic median or average, whichever is greater, of these three estimates will then be multiplied by .95 to establish the Base Rent for the subsequent five year period. The Base Rent will apply to the 1,900 square feet of interior space. The Base Rent applicable to the 250 of outdoor space on the Town Square shall be the Base Rate multiplied by 0.4.

4.2 Term. The Term shall be for the period designated in Section 1.4 commencing on the Commencement Date, and the first Term shall end on the Expiration Date, set forth in Section 1.7. Tenant shall be entitled to renew the Lease for two additional five year terms. In order to exercise such option, Tenant shall provide written notice of Tenant's intention to exercise such option to Landlord at the address set forth in Section 1.1 at least 180 days prior to the expiration of the Term.

5. Uses.

5.1 General Use. The Premises shall be used only for the use set forth in Section 1.10 ("Permitted Use") and for no other use without the prior written consent of Landlord. Tenant shall not commit or allow to be committed any waste upon the Premises, or any nuisance or other act in or about the Premises that disturbs the quiet enjoyment of any other tenant in the Building. Tenant shall comply with all laws and regulations relating to its use or occupancy of the Premises or of the Common Areas. Tenant shall observe such rules and regulations for the Building as may be adopted by Landlord, provided such rules and regulations are reasonable and consistently applied.

5.2 No Hazardous Substances. Tenant agrees not to use, store or deposit any substance that is hazardous or dangerous to person, property or the environment (or any similar substance) as now or hereafter defined by or determined pursuant to any applicable law or regulation ("Hazardous Substance") in, on or about the Premises in violation of applicable law, and Tenant shall indemnify and hold Landlord harmless against any liability, damages, costs, loss or claim therefor, including attorneys' fees incurred in connection therewith, arising from or related to the presence of any Hazardous Substance in, on or about the Premises, which presence was caused by Tenant, its agents, employees, subleases or anyone otherwise associated with Tenant.

5.3 Insurance Risks. Tenant will not do or permit to be done any act or thing upon the Premises, the Building or the Common Areas which would (a) jeopardize or be in conflict with fire insurance policies covering the Building and fixtures and property in the Building; (b) increase the rate of fire insurance applicable to the Building to an amount higher than it otherwise would be for the general office use of the Building; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises.

6. Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes and assessments payable with respect to all Property of Tenant located on the Premises. "Property of Tenant" shall mean and include all personal property of Tenant including inventory, equipment, floor, ceiling and wall coverings, furniture and trade fixtures kept or used on or installed in the Premises and any improvements to the Premises that are owned by and separately assessed to Tenant.

6.1 Real Property Taxes. Tenant is responsible for the Tenant's Share (as set forth in Section 1.13) of real property taxes on the Premises. In the event that real property taxes are not assessed against the Premises, Tenant shall pay to the Landlord Payment in Lieu of Taxes in an amount equivalent to the amount that would have been assessed. The Payment in Lieu of Taxes ("PILT") shall be determined as follows. Annually, letters, using the procedure set forth in Section 4.1 will be solicited by the Landlord as to the market value of the Building. The PILT shall be calculated by multiplying the applicable levy rate by the market value of the Building and allocating the PILT according to the proportion of use of the building by the Tenant.

7. Assignment and Subletting. Subject to the terms and conditions of that certain Rider to Lease, of even date herewith, by and between Landlord, Tenant and Starbucks Corporation, which terms and conditions are incorporated herein by reference, Tenant shall not, without first obtaining Landlord's written consent: (1) sell, assign, mortgage, or transfer this Lease (or any interest therein); (2) sublease all or any portion of the Premises; or (3) allow the use or occupancy of the Premises by anyone other than Tenant. No assignment or sublease shall relieve Tenant of any liability under this Lease. Landlord's consent to any assignment or sublease shall not operate as a waiver of the necessity for consent to any subsequent assignment or sublease. This Lease shall not be assigned by operation of law. If Tenant is a corporation, any transfer of this Lease by merger, consolidation or liquidation, or any change in the ownership of, or power to vote, a majority of its outstanding voting stock (including redemption thereof) shall constitute an assignment hereunder. If Tenant is a partnership, any transfer of this Lease by merger,

consolidation, liquidation or dissolution of the partnership, or any change in the ownership of a majority of the partnership interests shall constitute an assignment hereunder.

As set forth in the Rider to Lease, and notwithstanding anything in the foregoing to the contrary, Landlord has granted Starbucks Coffee Company an exclusive first right to assume this Lease.

8. Care of Premises. Subject to the terms of Article 11, Tenant shall keep the Premises in a neat, clean and sanitary condition and shall at all times preserve them in good condition and repair, ordinary wear and tear excepted. If Tenant shall fail to do so, Landlord may at its option place the Premises into said condition and state of repair, and in such case Tenant on demand shall pay or reimburse Landlord for the costs thereof.

9. Surrender of Premises; Removal of Property. Subject to the terms of Section 13, upon expiration or termination of the Lease Term, whether by lapse of time or otherwise (including any holdover period), Tenant at its expense shall: (1) remove Tenant's goods and effects and those of all persons claiming under Tenant; (2) remove any and all improvements and fixtures installed by Tenant (except if such expiration or termination occurs within five years of the execution of the Lease, and Starbucks Corporation has not assumed the Lease, any of the fixtures as set forth on Exhibit C, which Landlord has given written notice it desires to have remain); (3) repair and restore the Premises to a condition as good as received by Tenant from Landlord or as thereafter improved by either Tenant or Landlord, reasonable wear and tear excepted; and (4) promptly and peacefully surrender the Premises.

Fixtures shall be defined as anything affixed to real property when it is attached to it by roots, imbedded in it, permanently resting upon it, or permanently attached to what is thus permanent, as by means of cement, plaster, nails, bolts, or screws, and may include trade fixtures. Improvement means a permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.

Any property left on the Premises after the expiration or termination of the Lease Term shall be deemed to have been abandoned and to have become the property of Landlord to dispose of as Landlord deems expedient. Tenant shall be liable for all costs associated with the disposal of such property. Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and taking possession of the Premises or removing and storing Tenant's property as herein provided, and Tenant shall indemnify and hold harmless Landlord therefrom. No such reentry shall be considered or construed to be a forcible entry.

10. Condition of Premises; Alterations.

10.1 Landlord's Improvements; Other than those terms outlined in 1.11, Tenant is accepting the Premises "as-is" and Landlord shall have no obligation to make any improvements to the Building or Premises. Landlord has not made any representations or promises whatsoever with respect to the Building or the Premises, and Tenant is relying on its own investigation and

inspection of the Premises and its own determination of the suitability of the Premises, physically and legally, for its intended use.

10.2 Tenant's Improvements. Tenant shall be solely responsible for making any additional improvements to the Premises desired by Tenant, subject to the requirements of Section 10.3 below.

10.3 Alterations. Except as provided in Section 1.11, Tenant shall make no additions, changes, alterations or improvements to the Premises or any electrical, mechanical or fire protection facilities pertaining to the Premises ("Work") without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. All work shall be at Tenant's sole cost and shall be performed in a good and workmanlike manner in compliance with all applicable laws, codes and regulations, and all materials used shall be of a quality comparable to those in the Premises and the Building and shall be in accordance with plans and specifications approved by Landlord. All damages or injury done to the Premises, the Common Area or the Building by Tenant or by any persons who may be in or upon the Premises, the Common Area or the Building with the express or implied consent of Tenant, shall be paid for by Tenant.

Tenant agrees to include in all construction contracts for work performed upon the Premises or Building a notice to all contractors, subcontractors, laborers and material suppliers that: (i) the Tenant is not acting as the agent of the Landlord; (ii) Tenant's interest in the Premises and Building is subject to the terms and conditions of the Lease; (iii) upon the termination of the Lease, title to all improvements located on the Premises and Building shall pass to the Landlord free and clear of all claims, liens and encumbrances; and (iv) the contractors, subcontractors, laborers and material suppliers agree that their rights to the Premises and Building, if any, shall be limited to the rights of the Tenant under the Lease.

11. Services and Maintenance.

11.1 Basic Services. Tenant shall be responsible for any special mechanical, cooling, heating, ventilation, electrical or other requirements not set forth in Exhibit B. Landlord shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of such services unless caused by the willful misconduct of Landlord, and no temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident or strike conditions shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder.

11.2 Maintenance. Tenant shall repair and maintain in good condition and repair, the Premises, and any and all appurtenances thereto, during the term of this Lease.

11.3 Basic Utilities. Tenant shall be responsible for the Tenant's Share (based on consumption if separately metered) of all costs and expenses associated with the furnishing of utilities and services, including but not limited to sewer, electricity and natural gas service to the Premises, which services shall be provided by Landlord. Tenant shall pay all costs associated with water service and janitorial service.

11.4 Optional Services. Tenant shall be responsible for the Tenant's Share of all landscape maintenance and snow removal services provided by Landlord for Tenant and the Premises, which will include a charge for landscape maintenance and snow removal services on the Premises.

11.5 Landlord's Obligations. Except as otherwise provided in this Lease, Landlord will repair and maintain the following in good order, condition and repair (including any necessary replacements): (a) the foundation, exterior walls and roof of the Building; (b) the electrical, mechanical, plumbing, heating and air conditioning systems located in the Building and serving the Common Areas (or otherwise used in common by all tenants of the Building); (c) the Common Areas, including, without limitation, keeping the Common Areas in clean and slightly condition during the Term; and (d) subject to the provisions of Section 11.1, above, the electrical, mechanical, plumbing, heating and air conditioning systems serving the Premises.

12. Entry and Inspection. Landlord, upon reasonable notice to Tenant (and at any time in case of emergency), may enter the Premises for the purpose of inspection, cleaning, repairing, altering or improving the Premises or the Building subject to Tenant's reasonable security requirements. Landlord shall have the right at reasonable times and upon reasonable notice to Tenant to enter the Premises for the purpose of showing the Premises to any prospective purchasers, mortgagees or tenants of the Building.

13. Damage or Destruction.

13.1 Damage and Repair. In case of damage to the Premises or the Building by fire or other casualty, Tenant immediately shall notify Landlord. If the Building is damaged by fire or any other cause to such extent that the Landlord elects not to repair such damage and restore the Building, then Landlord no later than the sixtieth (60th) day following the damage may give Tenant a notice of election to terminate this Lease. In the event of such election this Lease shall be deemed to terminate on the third (3rd) day after the giving of such notice, and Tenant shall surrender possession of the Premises within a reasonable time thereafter, and the Rent shall be apportioned as of the date of Tenant's surrender and any Rent paid for any period beyond such date shall be repaid to Tenant. If the Landlord elects to repair such damage and restore the Building and does so with reasonable promptness, Tenant shall have no right to terminate this Lease. To the extent that the Premises are rendered untenable, Rent shall proportionally abate during the period of such untenability, unless such damage resulted from or was contributed to directly or indirectly by the act, fault or neglect of Tenant, Tenant's officers, contractors, subcontractors, agents, employees, invitees or licensees. Notwithstanding the foregoing, in the event of damage to the Premises or the Building which is not repaired by Landlord within ninety (90) days following said damage, Tenant shall have the option to terminate the Lease, and upon said termination, the Lease shall be of no further force and effect, and the Tenant shall have no further obligations hereunder.

13.2 Business Interruption; Property of Tenant. No damages, compensation or claims shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or the Building. Landlord will not

carry insurance of any kind on the Premises or any property of Tenant, including inventory, equipment, floor, ceiling and wall coverings, furniture and trade fixtures, and any improvements to the Premises that are paid for by Tenant and Landlord shall not be obligated to repair any damage thereto or replace the same. Tenant shall obtain, at the Tenant's expense, all insurance coverage that Tenant deems necessary that are in addition to the insurance coverages by the Building Ownership Association, including additional coverage for all personal property and tenant improvements located in Unit 2.

14. Indemnification and Waiver of Liability. Landlord and Tenant shall each indemnify, hold harmless and defend the other from and against all liabilities, damages, suits, obligations, fines, losses, claims, actions, judgments, penalties, charges, costs, or expenses, including, without limitation, attorneys' and other professional fees and disbursements, in conjunction with any loss of life, personal injury and/or property damage arising out of or relating to the ownership, occupancy or use of any part of the Premises or the Building occasioned wholly or in part by any act or omission of the other or its officers, contractors, subcontractors, licensees, agents, servants, employees, guests, invitees or visitors, or any assignee or sublessee or any other party for whom Landlord or Tenant would otherwise be liable. Landlord shall not be liable for any loss or damage to persons or property sustained by Tenant or other persons, which may be caused by theft, or by any act or neglect of any tenant or occupant of the Building or any other third parties, or Landlord, except for Landlord's willful misconduct or gross negligence.

15. Insurance.

15.1 Liability Insurance. Tenant, at its own expense, shall keep and maintain in full force and effect a policy of commercial general liability insurance including a contractual liability endorsement covering Tenant's obligations under Section 14, insuring Tenant's activities upon, in and about the Premises and the Building against claims of bodily injury or death or property damage or loss with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and in the aggregate (per policy year).

15.2 Building Insurance Policy Requirements. All insurance required under this Section 15 shall be with companies qualified to do business in the State of Idaho. Each insurance policy shall provide that it is not subject to cancellation or material alteration except after thirty (30) days prior written notice to Landlord and Tenant. Tenant shall deliver to Landlord prior to the Rent Commencement Date and from time to time thereafter, copies of policies of such insurance or certificates evidencing the existence and amounts of same and naming Landlord as an additional insured thereunder, and each policy or certificate shall provide that the interest of Landlord therein shall not be affected by any breach by Tenant of any provision of such policy or the policy for which such certificate evidences coverage. All certificates shall expressly provide that the coverage evidenced thereby shall be primary and that any policies carried by Landlord shall be excess and noncontributory with such primary insurance. The limits of any required insurance policy shall not limit the liability of Tenant under this Lease.

15.3 Landlord's Insurance Obligations. Landlord will at all times during the Term maintain the insurance this Section 15.3 describes.

15.3.1. Property Insurance. Property insurance on the Building in an amount not less than the full insurable replacement cost of the Building insuring against loss or damage by fire and such other risks as are covered by the current ISO Special Form policy. Landlord, at its option, may obtain such additional coverages or endorsements as Landlord deems appropriate or necessary in its sole discretion, including without limitation insurance covering foundation, grading, excavation and debris removal costs; business income and rents insurance; earthquake insurance; terrorism insurance; and flood insurance. Landlord may maintain such insurance in whole or in part under blanket policies. Tenant acknowledges and agrees that Landlord's property insurance will not cover or be applicable to any property of Tenant within the Premises or otherwise located at the Property.

15.3.2. Liability Insurance. Commercial general liability insurance against claims for bodily injury, personal injury, and property damage occurring at the Property in such amounts as Landlord deems appropriate or necessary in its sole discretion. Such liability insurance will protect only Landlord and, at Landlord's option, Landlord's lender, and does not replace or supplement the liability insurance this Lease obligates Tenant to carry.

15. Waiver of Subrogation. Notwithstanding any other provision to the contrary herein, Landlord and Tenant release each other, their agents and employees from liability and waive all right of recovery against each other for any loss from perils insured against under their respective policies for damage caused by fire or other perils (including those covered by all risk extended coverage) that are covered by insurance, regardless of any fault or negligence.

16. Signs. Other than signage anticipated, or required, by, or for, a "Starbucks" franchise (both interior and exterior), Tenant shall not place on the exterior of the Premises or the Building or on any part of the interior of the Premises visible from the exterior thereof, any sign or advertising matter without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, and shall comply with all signage standards and restrictions set by the City of Ketchum.

17. Condemnation.

17.1 Entire Taking. If all of the Premises or the Building or such portions of the Building as may be required for the reasonable use of the Premises, are taken by eminent domain or conveyance in lieu thereof, this Lease shall automatically terminate as of the date title vests in the condemning authority and all Rent shall be paid to that date.

17.2 Partial Taking. In the event of a taking of a part of the Building other than the Premises, and if Landlord determines that the Building should be restored in such a way as to alter the Premises materially, Landlord may terminate this Lease and the term and estate hereby granted by notifying Tenant of such termination within sixty (60) days following the date of vesting of title; and this Lease and the term and estate hereby granted shall expire on the date specified in the notice of termination, not less than sixty (60) days after the giving of such notice, as fully and completely as if such date were the date hereinbefore set forth for the expiration of the Lease Term, and the Rent hereunder shall be apportioned as of such date. Subject to the

foregoing provisions of this Section 17.2, in case of taking of a part of the Premises, or a portion of the Building not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the Rent shall be equitably reduced based on the proportion by which the net rentable area of the Premises is reduced, such Rent reduction to be effective as of the date title to such portion vests in the condemning authority.

17.3 Awards and Damages. Landlord reserves all rights to damages to the Premises for any partial or entire taking by eminent domain. Tenant shall have the right however, to claim and recover from the condemning authority compensation for any loss to which Tenant may sustain for Tenant's moving expenses, business interruption or taking of Property of Tenant, including, without limitation, termination of Tenant's leasehold interest, to the extent that such loss is awarded separately in the eminent domain proceeding and not out of or as part of the damages recoverable by Landlord.

18. Default; Remedies.

18.1 Events of Default. Each of the following shall be deemed a default by Tenant and a material breach of this Lease:

18.1.1 Failure by Tenant to pay when due any Rent hereunder if such failure shall continue for a period of ten (10) days after the delivery to Tenant of written notice of such failure; or

18.1.2 Failure by Tenant to perform or observe any of the other terms, covenants, conditions, agreements or provisions of this Lease if such failure shall continue for a period of thirty (30) days after Landlord has delivered to Tenant written notice listing the reasons for Tenant's default; provided that in the event the alleged default cannot reasonably be cured within such period, to commence action and proceed diligently to cure such alleged default; or

18.1.3 Any misrepresentation or material omission of information made by Tenant orally to Landlord or in any documents or other materials provided by Tenant to Landlord in connection with this Lease; or

18.1.4 Any prolonged absence by Tenant from the Premises ("Vacation"), or an absence from the Premises of ten (10) business days or more while Tenant is in default ("Abandonment"); or

18.1.5 This Lease, any part of the Premises, or any property of Tenant's are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within thirty (30) days after its levy; or

18.1.6 Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; or

18.1.7 Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment; or

18.1.8 The doing or permitting to be done by Tenant of any act which creates a mechanic's or other lien or claim against the land or Building of which the Premises are a part and the same is not released or otherwise provided for by indemnification satisfactory to Landlord within 30 days thereafter; or

18.1.9 Tenant fails to take possession of the Premises on the Rent Commencement Date.

18.2 Landlord Remedies for Tenant Default. If any default occurs hereunder, Landlord may, at any time thereafter and without waiving any other rights hereunder, do one or more of the following:

18.2.1 Terminate this Lease, by written notice on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability;

18.2.2 Without further demand or notice, reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, damage or otherwise and without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions;

18.2.3 Without further demand or notice, cure any Event of Default, and charge Tenant as additional rent the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced at the rate of prime plus two percent (2%) per annum or the highest interest rate allowed by applicable law, which ever is less, provided that Landlord will have no obligation to cure any such Event of Default of Tenant;

If Tenant should abandon, vacate or surrender the Premises or be dispossessed by process of law, any personal property left upon the Premises may be deemed abandoned, or, at the option of Landlord, on such reentry Landlord may take possession of any and all furniture, fixtures or chattels in or on the Premises and sell the same.

Should Landlord elect to reenter as provided in Section 18.2.2 or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the

Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its reasonable discretion may so choose. Landlord will in no way be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

18.3 Certain Damages. In the event that Landlord does not elect to terminate this Lease as permitted in Section 18.2.1, Tenant will pay to Landlord monthly Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred. Tenant will pay such rent and other sums to Landlord monthly on the day on which the monthly rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such rent and other sums from Tenant on each such day thereafter during the Term of this Lease.

18.4 Continuing Liability After Termination. If this Lease is terminated on account of the occurrence of an Event of Default, Tenant shall not remain liable to Landlord for damages as a result of said default.

18.5 Cumulative Remedies. Any suit or suits for the recovery of the amounts and damages set forth above may be brought by Landlord or Tenant, from time to time, at said parties election, and nothing in this Lease will be deemed to require either party to await the date upon which this Lease or the Term would have expired had there occurred no Event of Default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord or Tenant of any or all other rights or remedies provided for in this Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord or Tenant in collecting any amounts and damages owing by the defaulting party pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord or Tenant, will also be recoverable by the non-defaulting party.

18.6 Landlord's Default. If Landlord defaults in the performance of any of its obligations under this Lease, Tenant will notify Landlord of the default and Landlord will have 30 days after receiving such notice to cure the default. If Landlord is not reasonably able to cure

the default within said 30 day period, Landlord shall not be in default if it commences to cure the default within the thirty (30) day period and diligently pursues completion of same. If Landlord fails to timely cure any default, Tenant, in its sole and absolute discretion, may either: (i) terminate the Lease upon notice to Landlord; or (ii) cure the default, and deduct any amounts necessary for said cure from its future financial obligations to Landlord under the Lease.

18.7 Late Payments.

18.7.1 Interest. All Rent not paid within thirty (30) days of the due date hereunder shall bear interest from the date due at the rate of fifteen percent (15%) per annum or the maximum permitted by law, whichever is less.

18.7.2 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by the Lease, the exact amount of which are now and will be extremely difficult to ascertain other than such charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any other sums due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the amount(s) past due. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

19. Landlord's Default. In the event of any default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within such period, to commence action and proceed diligently to cure such alleged default.

20. Subordination to Mortgage. This Lease is and shall be subordinate to any mortgage or deed of trust placed at any time on the Building by Landlord and to any and all advances to be made thereunder and to interest thereon and all modifications, renewals and replacements or extensions thereof ("Landlord's Mortgage"), and Tenant shall attorn to the holder of any Landlord's Mortgage or any person or persons purchasing or otherwise acquiring the Building at any sale or other proceeding under any Landlord's Mortgage; provided, however, that so long as Tenant is not in default hereunder, Tenant's possession of the Premises shall not be disturbed and all other rights of Tenant under this Lease shall be recognized; provided, further, that Tenant's attornment shall be deemed to occur automatically without further agreement of Tenant. Notwithstanding the foregoing, Tenant will execute, acknowledge and deliver to Landlord, within five (5) days after written demand by Landlord, such documents as may be reasonably requested by Landlord or the holder of Landlord's Mortgage, to confirm or effect any such subordination.

21. Holdover. If Tenant shall, with the written consent of Landlord, hold over beyond the expiration of the Term, or if Landlord shall so notify Tenant at any time upon or after the expiration of the Term, such tenancy shall be deemed a month-to-month tenancy that may be terminated as provided by applicable state law. During such tenancy Tenant shall be bound by all the terms, covenants and conditions as herein specified as far as applicable, except rental, which shall be One Hundred Fifty Percent (150%) of the Base Rent due during the last year prior to the expiration of the Term.

22. Notices. All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight courier, i.e. federal express, or sent by facsimile and confirmed by telephone to Landlord and to Tenant at the addresses set forth in Section 1 (except that, after the Lease commences, any such notice may be so mailed or delivered by hand to Tenant at the Premises), or to such other addresses as may from time to time be designated by any such party in writing. Notices mailed as aforesaid shall be deemed given at the earlier of three (3) days after the date of such mailing or upon the date of receipt.

23. Costs and Attorneys' Fees. If Tenant or Landlord shall bring any action for relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Premises, the losing party shall pay the prevailing party for all reasonable attorneys' fees (including attorneys' fees on appeal) and costs (including court costs and disbursements) which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

24. Estoppel Certificate. Landlord and Tenant mutually agree, from time to time, upon written request, to execute, acknowledge and deliver to the requesting party a written estoppel certificate or statement confirming various matters with respect to this Lease and Tenant's occupancy of the Premises, in such form as the requesting party may reasonably request. It is intended that any such statement or certificate delivered pursuant to this Section 24 may be relied upon by the requesting party and its designee. Any estoppel statement or certificate requested pursuant to this Section 24, shall be provided within five (5) days of receipt of a written request therefore.

25. Limitation of Landlord's Liability. Notwithstanding any other Lease provision, all covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord, but are made and intended for the purpose of binding only Landlord's interest in the Building. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Landlord or its shareholders, directors and officers or their respective heirs, legal representatives, successors or assigns on account of this Lease or on account of any covenant, undertaking or agreement of Landlord contained in this Lease.

26. Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Building, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer. Tenant agrees to attorn to the transferee, such attornment shall be deemed to occur automatically without further agreement of Tenant.

27. Nonwaiver. Waiver by Landlord or Tenant of any term, covenant or condition herein contained or any breach thereof shall not be deemed to be a waiver of any other term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

28. Quiet Possession. Landlord warrants that so long as Tenant is not in default under this Lease beyond any applicable cure period and so long as this Lease has not been terminated, subject to the terms and conditions of this Lease, Tenant's quiet possession of the Premises during the Term shall not be disturbed by Landlord or others claiming through Landlord.

29. [Intentionally Omitted]

30. General.

30.1 Miscellaneous. Titles or captions to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and permitted assigns. This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises and Tenant's use of the Building and the Property and other matters set forth in this Lease. No prior agreements or understandings pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant. Any provision of this Lease that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall remain in full force and effect. Time periods for Landlord's performance under any provisions of this Lease shall be extended for periods of time during which Landlord's performance is prevented due to circumstances beyond Landlord's control, including without limitation, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife. This Lease shall be governed by and construed in accordance with the laws of the State of Idaho. Time is of the essence of this Lease. This Lease may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. Neither this Lease nor any memorandum hereof shall be recorded in the real property records of the county wherein the Property is located. The word "day" means "calendar day" herein and the computation of time

shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified herein.

30.2 [Intentionally Omitted]

30.3 Authority. If Tenant is a corporation, the individual executing this Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the Tenant in accordance with a duly adopted resolution of the board of directors of Tenant and in accordance with Tenant's bylaws, and that this Lease is binding upon Tenant in accordance with its terms. If Tenant is a partnership, the individual executing this Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the Tenant in accordance with Tenant's partnership agreement, and that this Lease is binding upon Tenant in accordance with its terms.

30.4 Joint and Several Liability. If more than one person executes this Lease as Tenant, then (i) each of them is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant, and (ii) the term "Tenant" as used in this Lease shall mean and include each of them jointly and severally and any act of or notice from, or notice or refund to, or signature of, any one or more of them, with respect to the tenancy of this Lease, including without limitation any renewal, extension, expiration, termination or modification of this Lease, shall be binding upon each and all of the persons executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

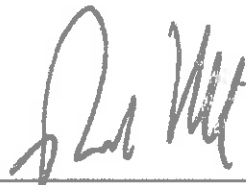
[end of text]

IN WITNESS WHEREOF, the Landlord and the Tenant have signed their name and affixed their seals the day and year first above written.

TENANT:



Cairde Group, LLC
Its: MANAGER

LANDLORD:

By: 
Chairman, Ketchum Urban Renewal Agency

Attest:

(See Attachment for ORIGINAL signature)


Secretary

EXHIBITS:

Exhibit A – Site Plan

Exhibit B- Landlord Improvements

Exhibit C – Fixtures

Attachment B to
 08/04/11 ~~Exhibit~~ UPA/Candle Lease:
 Landlord Improvements

4/26/11 submittal
 to UPA



ITEM	DESCRIPTION OF WORK	Additional TI's	Value	Price	/unit	Quantity	Notes
\$ 11,885	1 General Conditions						
800	Building Permit			\$ 2	/ft. ²		assume waived
890	Insurance	\$ 790	\$ 945	1.5%	%		
900	Performance Bond		\$ 2,040	2.0%	%		savings here if deleted
1210	Misc./Contingency	\$ 1,000	\$ -	\$ 4	/ft. ²		
1511	Temporary Utilities and Facilities		\$ -	\$ 0.85	/ft. ²		
1517	Temporary Telephone		\$ -	\$ 110	/mo.		
1623	Sanitary Facilities		\$ -	\$ 95	/mo.		
1626	Equipment Rental		\$ -	\$ 400	/mo.		
1641	Hola/Crane		\$ -	\$ 2,000	/mo.		
1800	Blueprinting and Shipping		\$ -	\$ 1,000	/ea		
1850	Storage and Moving		\$ -	\$ 1,000	/ea		
1724	Engineering/Survey		\$ -	\$ 0.40	/ft. ²		
1740	Window Cleaning		\$ 1,400	\$ 4,000	/ea		remove film from windows
1741	Final Cleaning		\$ -	\$ 0.85	/ft. ²		
1742	Progressive Cleaning		\$ -	\$ 0.85	/ft. ²		
1743	Dumpster Rental		\$ -	\$ 800	/mo.		
1800	Snow Removal		\$ -	\$ 200	/mo.		
1900	Punch List		\$ -	\$ 1	/ft. ²		
1996	Project Management		\$ -	\$ 400	/mo		
1998	Superintendent	\$ 4,500	\$ 1,500	\$ 9,000	/mo		2-4 more weeks
1997	Foreman		\$ -	\$ 3,000	/mo.		
1998	Contractor's Overhead	\$ 2,500	\$ 3,750	6.0%	%		reduced
1999	Contractor's Profit	\$ 1,500	\$ 2,250	3.0%	%		reduced
\$16,195	2 SITE CONSTRUCTION						
2305	Demolition	\$ 4,320	\$ -	\$ 45	/hr		p3. Remove existing Visitor's Center walls, 3m 4d
	Remove Carpet	\$ 12,200					p3. Remove tile, carpet and glue and stain floor
	Trenching	\$ 1,280					p3. Trench for water and sewer, 2m, 2d @ \$40/hr
2310	Excavation		\$ 16,195	\$ 34.25	/yds		
2319	Backfill		\$ -	\$ 10.10	/yds		
2315	Grading		\$ -	\$ 0.94	/ft. ²		
2320	Exported Fill		\$ -	\$ 16	/yds		
2321	Imported Fill		\$ -	\$ 16	/yds		
2335	Driveway Subbase		\$ -	\$ 18	/yds		
2510	Water Service		\$ -	\$ 4,000	/ea		
2520	Well		\$ -	\$ 10,000	/ea		
2530	Sewer Service		\$ -	\$ 4,000	/ea		
2540	Septic System		\$ -	\$ 4,000	/ea		
2550	Utilities Conduit to House		\$ -	\$ 35	/lin.ft		
2620	Footing Drain		\$ -	\$ 2	/lin.ft		
2630	Catch Basins, Grates & Drainage		\$ -	\$ 400	/ea		
2700	Terrace Subbase		\$ -	\$ 84	/yds		
2740	Asphalt Pavement		\$ -	\$ 2.50	/ft. ²		
2770	Curbs and Gutters		\$ -	\$ 5	/lin.ft		
2775	Sidewalks		\$ -	\$ 14	/ft. ²		p5. assume existing adequate
2780	Concrete Pavers		\$ -	\$ 6.50	/ft. ²		
2780	Heated Pavers		\$ -	\$ 10	/ft. ²		
2785	Stone Pavers		\$ -	\$ 14	/ft. ²		
2840	Spindler Tap		\$ -	\$ 1,000	/ea		
2820	Fences and Gates		\$ -	\$ 20	/lin.ft		p5. assume existing trash enclosure adequate
2830	Retaining Walls		\$ -	\$ 25	/ft. ²		
2900	Landscaping		\$ -	\$ 12	/ft. ²		p6. assume site, irrigation & landscaping adequate as is
\$ -	3 CONCRETE						
3300	Foundation and Slabs		\$ -	\$ 360	/cu.ft		
3370	Interior Floor Slabs	\$ 1,000	\$ -	\$ 5	/ft. ²		p3.
3371	Interior Concrete Stairing		\$ -	\$ 8	/ft. ²		
3372	Lightweight Concrete		\$ -	\$ 2	/ft. ²		
3375	Concrete Caps		\$ -	\$ 40	/lin. ft.		
3980	Concrete Cutting & Coring	\$ 1,360	\$ -				p3. Cut for utilities, 90 ft @ \$16/ft cut and remove may conflict with heating ducts, conduit, etc.
\$ -	4 MASONRY						
4220	Exterior Block		\$ -	\$ 12	/ft. ²		
4400	Exterior Stone Veneer		\$ -	\$ 42	/ft. ²		
4850	Interior Stone Veneer		\$ -	\$ 42	/ft. ²		
4880	Fireplaces		\$ -	\$ 92	/ft. ²		
4890	Chimney Cap		\$ -	\$ 60	/ft. ²		

\$ -	5 METALS				
5120	Structural Steel		\$ -	\$ 15,000	each
5130	Steel Connections		\$ -	\$ 2,600	each
5520	Handrails and Railings		\$ -	\$ 200	/lin. ft.
5530	Gratings		\$ -	\$ 22	/ft. ²
5580	Sheetmetal Fabrication		\$ -	\$ 5,000	/sq.
5600	Metal Chimney Shroud		\$ -	\$ 8,000	each
\$ -	6 WOOD AND PLASTICS				
6110	Framing Material		\$ -	\$ 16	/ft. ²
6120	Framing Labor		\$ -	\$ 16	/ft. ²
6125	Pickup Framing		\$ -	\$ 5,000	each
6130	Timber Package		\$ -	\$ 100	/lin.ft.
6160	Log Installation		\$ -	\$ 12	/ft. ²
6200	Interior Trim Labor		\$ -	\$ 10	/ft. ²
6220	Interior Trim Materials		\$ -	\$ 5	/ft. ²
6270	Closet Shelving		\$ -	\$ 1,000	/ea.
6410	Cabinets		\$ -	\$ 600	/lin. ft.
6412	Upstairs vanities		\$ -	\$ 600	/lin. ft.
6420	Wood Deck Material		\$ -	\$ 10	/ft. ²
6325	Wood Deck Labor		\$ -	\$ 10	/ft. ²
6430	Soffit Material		\$ -	\$ 2.50	/ft. ²
6431	Soffit Labor		\$ -	\$ 20	/ft. ²
6440	Fascia Material		\$ -	\$ 3	/lin. ft.
6441	Fascia Labor		\$ -	\$ 5	/lin. ft.
6450	Exterior Trim Material		\$ -	\$ 3	/ft. ²
6461	Exterior Trim Labor		\$ -	\$ 30	/piece
6480	Sliding Material		\$ -	\$ 4	/ft. ²
6481	Sliding Labor		\$ -	\$ 4	/ft. ²
6485	Sliding Chinking		\$ -	\$ 2	/ft. ²
6470	Trellis Material		\$ -	\$ 50	/lin. ft.
6476	Trellis Labor		\$ -	\$ 100	/lin. ft.
\$ -	7 THERMAL/MOISTURE PROTECTION				
7100	Foundation Waterproofing		\$ -	\$ 1	/ft. ²
7210	Insulation		\$ -	\$ 2	/ft. ²
7220	Roofing		\$ -	\$ 10	/ft. ²
7500	Membrane Roofing		\$ -	\$ 8	/ft. ²
7620	Rain Gutters		\$ -	\$ 28	/lin. ft.
7840	Fire Sprinkler System	\$ 15,000	\$ -	\$ 4.50	/ft. ²
		\$ 2,800			
\$ -	8 DOORS AND WINDOWS				
8200	Doors		\$ -	\$ 341	each
8261	Front Door		\$ -	\$ 3,000	each
8202	Door Installation	\$ 3,000	\$ -	\$ 225	each
8360	Garage Doors and Openers		\$ -	\$ 5,000	each
8500	Windows and Glass Doors		\$ -	\$ 380	each
8501	Window Installation		\$ -	\$ 150	each
8600	Greenhouse		\$ -	\$ 15,000	each
8710	Door Hardware		\$ -	\$ 250	each
8711	Hardware Installation		\$ -	\$ 120	each
\$ -	9 FINISHES				
9200	Plaster		\$ -	\$ 6.00	/ft. ²
9220	Suroco		\$ -	\$ 7	/ft. ²
9250	Drywall	\$ 300	\$ -	\$ 2	/ft. ²
9260	Acoustical Ceiling		\$ -	\$ 20	/ft. ²
9310	Tile Material		\$ -	\$ 20	/ft. ²
9315	Tile Installation		\$ -	\$ 35	/ft. ²
9380	Granite and Marble Countertops		\$ -	\$ 95	/ft. ²
9630	Tile Flooring		\$ -	\$ 25	/ft. ²
9545	Wood Flooring		\$ -	\$ 6,000	each
9650	Vinyl Flooring		\$ -	\$ 35	/sq. ft.
9680	Carpet removal		\$ -	\$ 15	/hr
9682	New Carpet		\$ -	\$ 30	
9910	Painting and Stain		\$ -	\$ 9	/ft. ²
9920	Pre-Coat		\$ -	\$ 0.50	/ft.
\$ -	10 SPECIALTIES				
10310	Fireplace Doors		\$ -	\$ 3,000	/ea
10408	Range Hood		\$ -	\$ 2,500	/ea
10800	Mirrors		\$ -	\$ 500	each
10810	Master Shower Doors		\$ -	\$ 3,000	/ea
10815	Tub Enclosures		\$ -	\$ 1,500	
10820	Kitchen and Bath Accessories		\$ -	\$ 400	/ea
\$ -	11 EQUIPMENT				
11450	Appliances		\$ -	\$ 25,000	/ea
11452	Appliance Installation		\$ -	\$ 1,500	
11460	Elevator		\$ -	\$ 30,000	each
11470	Fireplace Insert		\$ -	\$ 3,000	/ea
11500	Built-in Vacuum		\$ -	\$ 2,500	/ea.

leave walls in place as they are for Starbuck's work area
moving walls for ADA bathroom included in 15400

p5. assume adequate as existing

p8.
p8 4" water line and connections

p7. Provide exterior rear service door?

p7. Provide/move storefront entry to town square

p7. Storefront windows are single glazed

p7. 8k/m coat walls to level 4 finish, 500R @ \$.60/ft

p8. stain concrete included in 2305

\$ -	13 SPECIAL CONSTRUCTION					
13700	Security System		\$ -	\$ 0.78	/ft. ²	
13800	Hot Tub		\$ -	\$ 8,000	each	
\$ 51,700	15 MECHANICAL					
15400	Plumbing Rough In & Trimout	\$ 7,200	\$ -	\$ 5.26	/ft. ²	NMV, Expand restroom to ADA p4. Stub 4" sewer and water in connection points p8. pressure trap and backflow preventer p8. kayak, frost-free, recessed hose bib
15410	Plumbing Fixtures	\$ 800	\$ -	\$ 600	each	ADA toilet and lav
15200	HVAC		\$ 51,700	\$ 7	/ft. ²	price with HRV eliminated many questions about installation and coordination deleted cost of visitor center mezzanine offices most likely extra costs for repairing or replacing below slab ducting
15710	Kitchen Venting		\$ -	\$ 1,600	each	
15711	Bath Fan Venting		\$ -	\$ 500	each	
15212	Dryer Venting		\$ -	\$ 1,000	each	
15213	Crawl Space Venting		\$ -	\$ 1,000	each	
15720	Radon Mitigation		\$ -	\$ 2,000	each	
15740	Humidifier		\$ -	\$ 1,500	each	
15770	Hydronic Heat - House/Garage		\$ -	\$ 9.00	/ft. ²	
15775	Snowmelt Hydronic Heat		\$ -	\$ 11	/ft. ²	
\$ 1,825	16 ELECTRICAL					
16100	Electrical Rough-In & Trim out		\$ 1,825	\$ 10	/ft. ²	reduced bid by 9%, existing service is adequate
16210	Temporary Service		\$ -	\$ 700	/ea.	questions remain about equipment requirements
16220	Electrical Service Upgrade		\$ -	\$ 2,500	/ea.	
16800	Lighting and Fixtures		\$ -	\$ 6	/ft. ²	
16700	Telephone and Communications		\$ -	\$ 2	/ft. ²	
16810	Sound and Video		\$ -	\$ 3	/ft. ²	
16820	Heat Tape		\$ -	\$ 7,000	each	
16830	Spe Wiring		\$ -			
16840	Landscape Lighting		\$ -			

Total \$ 59,400 \$ 81,605

\$ 141,005

Exhibit C – Fixtures

Casework
Track lighting
Can lighting
LED fixtures
Fireplace system
Glass washer
Ambient food case
Water filtration system
Wall tile

FORM OF RIDER TO LEASE

This Rider to Lease ("Rider") is entered into as of this 4th day of August, 2011, by and between KURA ("Lessor"), Cairde Group, LLC ("Licensee"), and Starbucks Corporation ("Starbucks").

RECITALS

A. Starbucks and Licensee are parties to a Master Licensing Agreement dated _____, 2011 (the "Licensing Agreement"), under which Licensee operates a retail unit, as a licensee of Starbucks.

B. Lessor and Licensee have entered into or will enter into one or more lease agreements (collectively, the "Lease"; and referred to in the Licensing Agreement as the "Occupancy Agreement") for the premises located at 491 Sun Valley Road, Ketchum, Idaho (the "Premises"), to be leased by Lessor to Licensee for use as the retail unit.

C. Lessor and Licensee desire to make this Rider an addendum to the Lease in order to grant Starbucks certain rights to assume and assign the Lease or to assert other rights relating to the Lease or the Premises under certain circumstances.

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

AGREEMENT

1. **Assignment of Lease.** Notwithstanding anything in the Lease to the contrary, Licensee shall be permitted to assign its interest in the Lease to Starbucks, or to a parent, subsidiary or affiliate of Starbucks, at any time during the term of the Lease for any reason whatsoever with no further consent of Lessor required. Lessor hereby waives any requirement under the Lease that Licensee or the proposed assignee (including, without limitation, Starbucks) pay a fee in connection with the assignment contemplated by this Rider.

2. **Notice of Default or Termination.** Lessor shall simultaneously furnish Starbucks with a copy of any notice of default or notice of termination arising out of the Lease that Lessor sends to Licensee. Starbucks address for notices is: Starbucks Corporation, 2401 Utah Avenue South, Suite 800, Mailstop S-LA3, Seattle, Washington 98134, Attn: Department of Law and Corporate Affairs, or such other address as Starbucks subsequently provides in writing to Lessor.

3. **Cure of Licensee Defaults.** Lessor acknowledges that Starbucks shall be permitted to cure any default of Licensee under the Lease, but further acknowledges that Starbucks is not obligated to cure any such default. Lessor shall provide Starbucks (or its agent) full access to the Premises so as to give Starbucks the opportunity to cure any default under the Lease, in the event that Starbucks elects to cure the default in question. Lessor further acknowledges and agrees that Starbucks shall have the right (but not the obligation) to cure any default of Licensee under the Lease within fifteen (15) days after the expiration of the period specified in the Lease for the cure of the default in question.

4. Assumption of Lease. Upon any termination of the Lease prior to the expiration of the term of the Lease, or in the event of the termination or expiration of the Licensing Agreement, Starbucks or any of its parents, subsidiaries or affiliates shall have the option to assume the Lease or to enter into a new lease with Lessor upon the same terms and conditions as the Lease, except that the term of such new lease shall be for the remainder of the original Lease term and, upon Starbucks exercise thereof, for any option terms. If Starbucks exercises its option to assume the Lease, and provided that Starbucks does not later default on any of its obligations under the Lease, then Starbucks shall have the right, upon written notice to Lessor, to assign its rights as Licensee under the Lease to a duly authorized licensee of Starbucks without the consent of Lessor; provided, however, that any such assignment shall only become effective upon Starbucks providing to Lessor all of the following:

(a) the name, address and contact person of the new licensee (the "Assignee");

(b) a duly executed copy of a licensing agreement between the Assignee and Starbucks (or its affiliate);

(c) a duly executed assignment agreement under which the Assignee agrees to assume the Lease unconditionally; and

(d) a duly executed new Rider (on Starbucks then-current form) addressing all of the issues addressed in this Rider, to be entered into between Starbucks, the Assignee and Lessor, which Lessor shall execute in a timely manner.

5. Release of Obligations. Upon the date of delivery to Lessor of all of the documents listed in Section 4 of this Rider, the assignment to the Assignee shall become effective and Starbucks shall be released from performance of any obligations under the Lease, including, without limitation, any payment obligation thereunder.

6. Outstanding Debts of Licensee. If Starbucks exercises its right to assume Licensee's rights under the Lease within ninety (90) days after any termination of the Lease (or at any time in the absence of a termination), then Starbucks shall not be responsible for any outstanding debt of Licensee to Lessor, and such debt shall not prevent Starbucks exercise of its right to assume Licensee's rights under the Lease or to enter into a new lease upon the same terms and conditions as the Lease, and shall not prevent Starbucks taking possession of the Premises. In such circumstances, Lessor agrees that it shall seek recovery of any debt incurred by Licensee from Licensee and shall not seek repayment from Starbucks or seek to condition any transfer of the Lease or Starbucks (or its assignee's) use of or access to the Premises upon payment of any Licensee debt. If Starbucks exercises its right to assume Licensee's rights under the Lease later than ninety (90) days after a termination of the Lease, then Starbucks right to assume Licensee's rights under the Lease shall be contingent on Starbucks paying any outstanding debt incurred by Licensee to Lessor arising out of the Lease.

7. **Amendments to the Lease.** Lessor and Licensee shall not alter or amend any material terms or conditions of the Lease without the prior written consent of Starbucks, which consent Starbucks shall not unreasonably withhold. Any unapproved amendment or alteration shall be null and void as to Starbucks and shall not affect or limit Starbucks rights hereunder.

8. **Removal of Improvements.** If, upon the expiration or earlier termination of the Lease, Licensee fails to remove from the Premises or its surroundings any trademarked property, trade dress, proprietary software, equipment, and any and all furniture and fixtures installed in the Premises (the "Improvements"), and Starbucks does not assume the Lease or otherwise take possession of the Premises, and specifically excluding those as set forth on Exhibit C to the Lease, then notwithstanding anything in the Lease to the contrary, Lessor shall provide Starbucks full access to the Premises to de-identify the Premises and to remove from the Premises any or all Improvements. In no event shall Lessor have any right to use, transfer in any manner, or display any of the Improvements. Lessor hereby acknowledges and agrees that, notwithstanding anything in the Lease to the contrary, Starbucks has a prior right, title, and interest in and to any such Improvements, notwithstanding any agreement between Lessor and Licensee with respect thereto.

9. **Consideration.** The parties acknowledge the receipt of good and valuable consideration for the rights granted herein.

10. **Binding Effect.** This Rider shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.


11. **Not a Guarantee.** Lessor acknowledges that Starbucks is executing this Rider solely for the purposes of acknowledging the provisions contained herein, and Lessor agrees that the execution of this Rider by Starbucks shall in no way be construed to obligate Starbucks for the performance or guarantee of any terms, conditions, obligations and covenants in the Lease, except as specifically set out in this Rider.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have executed this Rider effective the date first above written.

CAIRDE GROUP, LLC

STARBUCKS CORPORATION

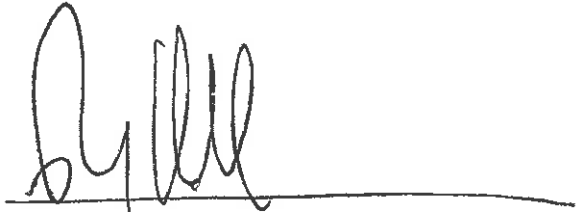
By: 
Print Name: JANE D. RIZZO
Title: MANAGER
Date: 8/3/11

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

LESSOR 
By: _____
Print Name: Randy Hall
Title: Chair, Ketchikan URA
Date: August 4, 2011

August 4, 2011

I hereby sign the Lease of Property located at 491
Sun Valley Road, Ketchum between KURX and
the Carde Group dated August 4, 2011, inclusive of
the Lease Rider.

A handwritten signature in black ink, appearing to be "Bill", written over a horizontal line.

Chairman, URX

FORM OF RIDER TO LEASE

This Rider to Lease ("Rider") is entered into as of this 12th day of August, 2011, by and between KURA ("Lessor"), Cairde Group, LLC ("Licensee"), and Starbucks Corporation ("Starbucks").

RECITALS

A. Starbucks and Licensee are parties to a Master Licensing Agreement dated August 12, 2011 (the "Licensing Agreement"), under which Licensee operates a retail unit, as a licensee of Starbucks.

B. Lessor and Licensee have entered into or will enter into one or more lease agreements (collectively, the "Lease"; and referred to in the Licensing Agreement as the "Occupancy Agreement") for the premises located at 491 Sun Valley Road, Ketchum, Idaho (the "Premises"), to be leased by Lessor to Licensee for use as the retail unit.

C. Lessor and Licensee desire to make this Rider an addendum to the Lease in order to grant Starbucks certain rights to assume and assign the Lease or to assert other rights relating to the Lease or the Premises under certain circumstances.

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

AGREEMENT

1. **Assignment of Lease.** Notwithstanding anything in the Lease to the contrary, Licensee shall be permitted to assign its interest in the Lease to Starbucks, or to a parent, subsidiary or affiliate of Starbucks, at any time during the term of the Lease for any reason whatsoever with no further consent of Lessor required. Lessor hereby waives any requirement under the Lease that Licensee or the proposed assignee (including, without limitation, Starbucks) pay a fee in connection with the assignment contemplated by this Rider.

2. **Notice of Default or Termination.** Lessor shall simultaneously furnish Starbucks with a copy of any notice of default or notice of termination arising out of the Lease that Lessor sends to Licensee. Starbucks address for notices is: Starbucks Corporation, 2401 Utah Avenue South, Suite 800, Mailstop S-LA3, Seattle, Washington 98134, Attn: Department of Law and Corporate Affairs, or such other address as Starbucks subsequently provides in writing to Lessor.

3. **Cure of Licensee Defaults.** Lessor acknowledges that Starbucks shall be permitted to cure any default of Licensee under the Lease, but further acknowledges that Starbucks is not obligated to cure any such default. Lessor shall provide Starbucks (or its agent) full access to the Premises so as to give Starbucks the opportunity to cure any default under the Lease, in the event that Starbucks elects to cure the default in question. Lessor further acknowledges and agrees that Starbucks shall have the right (but not the obligation) to cure any default of Licensee under the Lease within fifteen (15) days after the expiration of the period specified in the Lease for the cure of the default in question.

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(a) the name, address and contact person of the new licensee (the "Assignee");

(b) a duly executed copy of a licensing agreement between the Assignee and Starbucks (or its affiliate);

(c) a duly executed assignment agreement under which the Assignee agrees to assume the Lease unconditionally; and

(d) a duly executed new Rider (on Starbucks then-current form) addressing all of the issues addressed in this Rider, to be entered into between Starbucks, the Assignee and Lessor, which Lessor shall execute in a timely manner.

5. Release of Obligations. Upon the date of delivery to Lessor of all of the documents listed in Section 4 of this Rider, the assignment to the Assignee shall become effective and Starbucks shall be released from performance of any obligations under the Lease, including, without limitation, any payment obligation thereunder.

6. Outstanding Debts of Licensee. If Starbucks exercises its right to assume Licensee's rights under the Lease within ninety (90) days after any termination of the Lease (or at any time in the absence of a termination), then Starbucks shall not be responsible for any outstanding debt of Licensee to Lessor, and such debt shall not prevent Starbucks exercise of its right to assume Licensee's rights under the Lease or to enter into a new lease upon the same terms and conditions as the Lease, and shall not prevent Starbucks taking possession of the Premises. In such circumstances, Lessor agrees that it shall seek recovery of any debt incurred by Licensee from Licensee and shall not seek repayment from Starbucks or seek to condition any transfer of the Lease or Starbucks (or its assignee's) use of or access to the Premises upon payment of any Licensee debt. If Starbucks exercises its right to assume Licensee's rights under the Lease later than ninety (90) days after a termination of the Lease, then Starbucks right to assume Licensee's rights under the Lease shall be contingent on Starbucks paying any outstanding debt incurred by Licensee to Lessor arising out of the Lease.

7. **Amendments to the Lease.** Lessor and Licensee shall not alter or amend any material terms or conditions of the Lease without the prior written consent of Starbucks, which consent Starbucks shall not unreasonably withhold. Any unapproved amendment or alteration shall be null and void as to Starbucks and shall not affect or limit Starbucks rights hereunder.

8. **Removal of Improvements.** If, upon the expiration or earlier termination of the Lease, Licensee fails to remove from the Premises or its surroundings any trademarked property, trade dress, proprietary software, equipment, and any and all furniture and fixtures installed in the Premises (the "Improvements"), and Starbucks does not assume the Lease or otherwise take possession of the Premises, and specifically excluding those as set forth on Exhibit C to the Lease, then notwithstanding anything in the Lease to the contrary, Lessor shall provide Starbucks full access to the Premises to de-identify the Premises and to remove from the Premises any or all Improvements. In no event shall Lessor have any right to use, transfer in any manner, or display any of the Improvements. Lessor hereby acknowledges and agrees that, notwithstanding anything in the Lease to the contrary, Starbucks has a prior right, title, and interest in and to any such Improvements, notwithstanding any agreement between Lessor and Licensee with respect thereto.

9. **Consideration.** The parties acknowledge the receipt of good and valuable consideration for the rights granted herein.

10. **Binding Effect.** This Rider shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

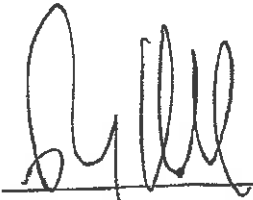
11. **Not a Guarantee.** Lessor acknowledges that Starbucks is executing this Rider solely for the purposes of acknowledging the provisions contained herein, and Lessor agrees that the execution of this Rider by Starbucks shall in no way be construed to obligate Starbucks for the performance or guarantee of any terms, conditions, obligations and covenants in the Lease, except as specifically set out in this Rider.

[Signature Page Follows]

11

August 4, 2011


I hereby sign the lease of Property located at 491
Sun Valley Road, Ketchikan between KURIA and
the Cairde Group dated August 4, 2011, inclusive of
the Lease Rider.




Chairman, URA


IN WITNESS WHEREOF, the parties have executed this Rider effective the date first above written.

CAIRDE GROUP, LLC

By: 
Print Name: JANE D. PIZZO
Title: MANAGER
Date: 8/3/11

STARBUCKS CORPORATION

By: 
Print Name: Doug Setzman
Vice President
Title: _____
Date: 8/12/11

LESSOR 
By: _____
Print Name: Randy Hall
Title: Chair, Ketchikan URA
Date: August 4, 2011



City of Ketchum

September 7, 2021

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

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order #20689 for a large area riding mower.

Recommendation and Summary

Staff is recommending the Council approve Purchase Order #20689 with Clearwater equipment for a Exmark Lazer Pro Riding Mower by adopting the following motion:

"I move to approve Purchase Order #20689 for an amount not to exceed \$35,879.00 - with Clearwater Equipment and authorize the mayor to sign the purchase order."

The reasons for the recommendation are as follows:

- The City of Ketchum Streets and Facilities Maintenance Department is responsible for maintaining several large sports fields and Parks (*approx. 15 acres*)
- The current mower is over 22 years old and at the end of its useful life

Introduction and History

The City of Ketchum Streets and Facilities Maintenance Department maintains City Parks and Athletic fields. The Department also has a maintenance agreement with the BCSD for maintaining the fields at Hemmingway STEAM school. The Facilities Maintenance department started mulching lawn clippings almost 10 years ago to reduce watering. The current big area mower has no mulching capacity and requires additional work to the fields. A new mower would reduce mowing time, improve field health, and reduce maintenance cost. The department mows roughly 15 acres of lawn each week with various machines.

Analysis

FMD sent out requests for quotes to three vendors in Idaho, with two responding (Horizon in Boise and Clearwater in Bellevue) Horizon came in at \$34,799.20 and Clearwater came in at \$35,879.00. Since the cost difference is within the allowable 10%, staff recommends buying locally, from Clearwater Equipment.

Sustainability Impact

Mulching will help reduce watering the fields.

Financial Impact

The equipment will be funded from the 2021 CIP budget.

Attachments

- Attachment A: Purchase Order #20689
- Attachment B: Clearwater Equipment quote

Q U O T A T I O N

Clearwater Power Equipment, LLC
 400 S. Main Street
 Bellevue, ID 83313
 Phone #: (208)788-7894

PHONE #: (208)726-7831
 CELL #:
 ALT. #:
 P.O.#: Juerg
 TERMS: Net 10th EOM
 SALES TYPE: Quote

DATE: 8/3/2021
 ORDER #: 6471
 CUSTOMER #: 103096
 CP: MitchM
 LOCATION: 1
 STATUS: Active

BILL TO 103096

CITY OF KETCHUM
 PO BOX 2315
 KETCHUM, ID 83340

SHIP TO

CITY OF KETCHUM
 PO BOX 2315
 KETCHUM, ID 83340

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LZS88CDYM96RWO	Exmark Lazer Z 'S' 96" Diesel Zero Turn Mower	1	\$44,798.67	\$43,499.00	\$43,499.00
****	DISCOUNT	Municipality discount to bid price	1	\$0.00	-\$8,700.00	(\$8,700.00)
****	SHIPPING	Freight Charges- Billed	1	\$900.00	\$900.00	\$900.00
****	LABOR	LABOR set up of unit	2	\$90.00	\$90.00	\$180.00

COMMENT-Contatced Exmark on avalibility of unit, estimated
 May of 2022, Quoted price subject to change with price
 increases from factory when unit becomes available
 Mulch kit not available for 96" decks

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL:	\$35,879.00
TAX:	\$0.00
ORDER TOTAL:	<u>\$35,879.00</u>

Authorized By: _____

BID SPECIFICATIONS

Mid-Mount ZTR Mower

Lazer Z Diesel

LZS88CDYM96RW0

SPECIFICATIONS

Engine – Yanmar 3TNV88C TNV, governed to 3,000 RPM

Carb Compliant – Yes

Air Filter – Heavy-duty canister air filtration system with electronic vacuum sensor

Drive System – Kanzaki KPS-18T Transmission, 16-quart oil capacity, spin-on filter.

18 cc shoe type pumps and 17.84 cubic inch Hydro-Gear HGM-18 motors, hydraulic oil cooler.

Ground Speed – Infinitely variable speed selection from 0–12.5 mph (20 kmph) forward, 0–7 mph (11 kmph) reverse.

Hydro Fluid – Exmark Premium Hydraulic Oil

Cutting Deck – Full-floating UltraCut Rear Discharge Deck. Rear-discharge standard with finish cut baffles included.

Cutting Height – 1.0" (2.5 cm) to 5.5" (11.8 cm) in 0.25" (0.64 cm) increments.

Deck Lift Assist – Hydraulic

Drive Tires – 26x12-12, 6ply Multi Trac®

Front Caster Tires – 15 x 6.0-6, smooth-tread, semi-pneumatic.

Steering and Motion Control – Hydraulically dampened twin levers, adjust fore and aft., also adjustable to 2 height positions. Adjustable dampeners (3 positions) to customize drive responsiveness.

Curb Weight – 2650 lbs.

Dimensions:

Deck Size - 96"

Width.....101.2 in. (257.0cm), 72.5 in. @ 3 in. HOC when folded

Length.....97.2 in. (246.9 cm)

Height.....71.8 in. (182.4 cm)

Blades – 4 Blades at 24.50" Length

Blade-Tip Speed – Approximately 18,500 fpm

Blade Spindles – No maintenance, sealed and non-greasable spindles; 7.75"-diameter cutter housing with 25mm (.98") diameter spindle shaft, double row bearings, top and bottom, and splined blade driver.

Tractor Frame – Welded, heavy-duty 1.5" x 3" x 3/16" tubular steel.

Turning Radius – True zero-turn

Drive-Wheel Release – Allows unit movement without engine running.

Parking Brake – Lever-actuated internal wet disc brake.

**Lazer Z Diesel
LZS88CDYM96RW0**

Seat - Deluxe, two-tone, bolstered suspension seat with Elastomeric Vibration Control material. Mounted on innovative Seat Isolation System that provides operator isolation in all three planes of motion as well as fore-aft slide and seat flip-up.

Fuel Capacity – 12-gallon (45.4-L), side fuel tanks

Electrical – 12-volt battery with 55-amp alternator.

PTO Engagement – Integrated wet clutch system in transmission, connected to right angle gearbox on deck via drive shaft

Standard Features – 12-volt plug-in, engine hour meter and cup holder

Safety Package – Operator Presence Controls (OPC) and drive system interlock, with safety interlock system indicators.

Onboard Intelligence – RED Technology

Available Accessories and Attachments

Anti-Scalp and Side Wear Bar Kit	127-6650
Finish Cut Baffles	135-2449
Flasher Kit	135-2892
Hitch Kit	135-3616
Jack	127-6666
Jack Mount Receiver	135-1768
LED Light Kit (not compatible with 135-2473)	135-7076
Rear Guard and Bumper Kit	135-3445
Slow Moving Vehicle Sign Kit	135-2891
Sun Shade	126-8077
White Non-Marking Side Bumper	126-0854



H450-BOISE-HDI
 12423 W MONSANTO ST
 BOISE, ID 83713-5904
 Phone 208-376-4449
 Fax 208-376-4464

Quotation

THIS IS NOT AN INVOICE

QUOTE #	3L012077
LOCATION	H450
DATE	08/02/21
PAGE	1 of 1

BILL TO

H00051
 CASH CUSTOMER - H450
 HORIZON
 12423 W. MONSANTO ST
 BOISE, ID 83713-5904
 Phone 208-376-4449

SHIP TO

CASH CUSTOMER / BOISE
 2211 E DEER FLAT RD
 KUNA, ID 83634-1325

QUOTE DATE 08/02/21	EXPIRE DATE 09/01/21	REQUIRED DATE	REFERENCE NUMBER LZS 96	PAYMENT TERMS CTR: CHECK OK
WRITTEN BY H450 BRIAN MERRYMAN(H)			CONTACT CITY OF KETHUM	SHIP VIA WILL CALL PICKUP
FREIGHT TERMS IN/OUTBOUND			JOB NUMBER SISL	SALES REP H450/

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
EXM-59-0011 LZS88CDYM96RW0 EXMARK 96° LAZER Z DIESEL 37HP YANMAR MULCH KIT IS INCLUDED IN MOWER PRICING JUERG STAUFFACHER 720-0456	1	34,799.20	EA	34,799.20

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
34,799.20	0.00	0.00	2,087.95	0.00	36,887.15

Accepted:

By: _____
 Date: _____



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract #20690, Galena Engineering Professional Services Agreement for Ketchum/Sun Valley Treatment Plant Paving Project

Recommendation and Summary

Staff recommends the Council approve Contract #20690 and adopt the following motion:

"I move to approve Contract #20690, Galena Engineering Professional Services Agreement for Ketchum/Sun Valley Treatment Plant Paving Project, with a not-to-exceed cost of \$12,370.00 and authorize the Mayor to sign it."

Introduction and History

The City of Ketchum/Sun Valley Water and Sewer District Wastewater Treatment Plant parking lot and building access was originally installed and paved in 1968. Over the years, several building projects and plant upgrades have added to or removed sections of the roads and parking lot making the pavement a patchwork of old, new, and missing portions. The most recent building project at the treatment plant, the headworks building, required a manhole in the access road to the north end of the plant to be raised approximately two feet. The roadway needs to be shifted to go around this obstacle. Also, the existing parking lot and roadway drainage system does not meet current code.

A scaled down version of this project was budgeted for in FY21, but the complexity of the project necessitated more involved surveying and engineering than was expected.

Analysis

This task order would authorize Galena Engineering to:

- Conduct a Site Survey,
- Design a Grading and Drainage Plan, and
- Assist in Construction Administration.

Sustainability

The 2020 Ketchum Sustainability Action Plan does not apply to this project.

Financial Impact

Galena Engineering estimates a not to exceed professional services fee of \$12,370.00. The cost for this contract will be divided equally with the Sun Valley Water and Sewer District as this is a capital improvement project. Funding for the task order will come from the FY21 Wastewater Capital Improvement Fund.

Sincerely,



Mick Mummert
Wastewater Dept. Supervisor

Attachment(s):

Galena Engineering, Inc. Professional Services Agreement/Work Order
Galena Engineering, Inc. Civil and Surveying Scope and Fee Estimate

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

PROJECT NUMBER: _____

PROJECT NAME: Ketchum/Sun Valley Treatment Plant Paving Project

CLIENT: City of Ketchum

CONTACT: Sherri Newland

COMPANY: City of Ketchum

Telephone _____ Cellular 208-861-7593

Fax _____ Email snewland@sandcassociates.com

BILLING ADDRESS:

City of Ketchum

(Owner? yes or no)

PO Box 2315

(Address)

Ketchum, ID 83340

(City, State, Zip)

JOB LOCATION:

Ketchum/Sun Valley Wastewater Treatment Plant

THIS AGREEMENT entered into this 24th day of August, 2021, between City of Ketchum, (the CLIENT) and GALENA ENGINEERING, INC., an Idaho Corporation of Hailey, ID (GALENA).

WHEREAS, the CLIENT intends to improve the asphalt surface and drainage at the treatment plant.

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

SERVICES TO BE PERFORMED BY GALENA

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

GALENA ENGINEERING, INC.
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER

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

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

BASIS OF FEE AND BILLING SCHEDULE

ESTIMATED FEE COST: **\$12,370 per the attached scope and fee estimate**

RETAINER:

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

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

TIME OR TIMES OF PAYMENT

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

LIMIT OF LIABILITY

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

TERMINATION

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

ATTORNEY'S FEES

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

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

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

CLIENT
City of Ketchum
PO Box 2315
Ketchum, ID 83340

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



BY : _____

BY : Sean Flynn

TITLE: _____

TITLE: President

Date: _____

Date: 08/24/21

Internal use only

REMARKS:

Project Manager: SMF File Assignment: SMF

Ownership verified with BC GIS by: SF

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

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

Posted _____

Civil and Surveying Scope and Fee Estimate for Ketchum/Sun Valley Treatment Plant Paving Project

08/06/21 SMF File: P:\Data\Proposals\2021 Proposals

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

1.00 Survey

1.01	Coordinate survey schedule with client, coordinate survey crews	2.0					\$280
1.02	Prepare survey calcs		1.0				\$130
1.03	Water Department Area survey			8.0	8.0		\$1,720
1.04	Treatment Plant Area survey			8.0	8.0		\$1,720
1.05	Prepare survey drawing	1.0	2.0			16.0	\$2,160
Man Hours Subtotal		3.0	3.0	16.0	16.0	16.0	
Opinion of Probable Cost Per Position		\$420	\$390	\$2,240	\$1,200	\$1,760	
Opinion of Probable Cost This Task						\$6,010	

2.00 Water Department Area Grading and Drainage Design

2.01	Review design concepts with client	3.0					\$420
2.02	Prepare preliminary design drawing	4.0				16.0	\$2,320
2.03	Review preliminary design with City	2.0					\$280
2.04	Prepare final design drawing	2.0				6.0	\$940
Man Hours Subtotal		11.0	0.0	0.0	0.0	22.0	
Opinion of Probable Cost Per Position		\$1,540	\$0	\$0	\$0	\$2,420	
Opinion of Probable Cost This Task						\$3,960	

3.00 Construction Administration

3.01	Prepare abbreviated bidding documents	8.0				4.0	\$1,560
3.02	Attend Pre-bid conference	2.0					\$280
3.03	Construction Q and A	4.0					\$560
Man Hours Subtotal		14.0	0.0	0.0	0.0	4.0	
Opinion of Probable Cost Per Position		\$1,960	\$0	\$0	\$0	\$440	
Opinion of Probable Cost This Task						\$2,400	

Total Opinion of Probable Cost **\$12,370**



City of Ketchum
City Hall

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order #20700.

Recommendation and Summary

Staff recommends the council approve Purchase Order #20700 for the State Contract Vehicle Purchase of a Ford F-350 for the Water Department.

Motion – “I move to approve Purchase Order #20700 for the State Contract Vehicle Purchase of a Ford F-350 Truck. The cost of the purchase order will not exceed \$35,723.03.”

Introduction and History

The recommended purchase of a 2022 Ford F-350 Super Cab will replace a 2002 GMC Truck and be used by the Water Department for day-to-day field maintenance, operations, snow plowing and emergencies. Due to our aging fleet, it is critical to start upgrading and reduce the ongoing maintenance costs endured to keep them dependable and running safely.

Financial Requirement/Impact

The State of Idaho Statewide Vehicles procurement contract which provides a specific list of approved products and State facilitated contract pricing was used to ensure responsible spending of City funds.

The expense for the vehicle replacement of \$35,723.03, this is a planned and budgeted for expenditure that will be funded out of the Water division FY 2021 – 2022 budget and has been approved by the Council.

Attachment:

Idaho State – Statewide Vehicle Purchase – Auto Ranch Group Quote

Respectfully,

Gio Tognoni
Water Department Supervisor



G R O U P

FLEET

OUT THE DOOR QUOTE FROM MOUNTAIN HOME AUTO RANCH

MODEL	MAKE	YEAR
F-350 SRW XL 4WD 60" CA SUPER CAB	FORD	2022
	\$ 31,394.00	
OPTIONS	\$ 3,888.00	
STATE ADMIN FEE	\$ 441.03	
TOTAL	\$ 35,723.03	

Est. 11/16/2022

PURCHASER:

CITY OF KETCHUM WATER DEPT.
PIGGYBACKED OFF STATE CONTRACT

Vernon Butch Wade

208-249-1330 Cell

Email: vernonwade@msn.com

OKAY TO ORDER PER SPECS

X

NUMBER OF UNITS

X

CONTACT

TARA FENWICK

PHONE NUMBER

208-727-5073

Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (X3F) XL 4WD SuperCab 168" WB 60" CA (Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice
X3F	2022 Ford Super Duty F-350 SRW XL 4WD SuperCab 168" WB 60" CA	\$39,548.00

COLORS

CODE	DESCRIPTION
Z1	Oxford White

ENGINE

CODE	DESCRIPTION	Invoice
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: Electronic-Locking w/4.30 Axle Ratio, 240 Amp Alternator	\$1,551.00

TRANSMISSION

CODE	DESCRIPTION	Invoice
44G	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	Invoice
630A	Order Code 630A	\$0.00

AXLE RATIO

CODE	DESCRIPTION	Invoice
X4M	Electronic-Locking w/4.30 Axle Ratio	Inc.

WHEELS

CODE	DESCRIPTION	Invoice
64F	Wheels: 18" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00

TIRES

CODE	DESCRIPTION	Invoice
TDX	Tires: LT275/70Rx18E BSW AT -inc: Spare may not be the same as road tire	\$241.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14633. Data updated Aug 25, 2021 12:57:00 AM PDT

Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (X3F) XL 4WD SuperCab 168" WB 60" CA (Complete)

PRIMARY PAINT

CODE	DESCRIPTION	Invoice
Z1	Oxford White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	Invoice
1S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$91.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	Invoice
90L	Power Equipment Group -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecurILock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window	\$832.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	Invoice
473	Snow Plow Prep Package -inc: pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: Also allows for the attachment of a winch, Note 3: Highly recommended to add (86M) dual battery on 6.2L and 7.3L gas engines, Adding (67B) 397 amp alternators for diesel engine or (67E) 240 amp alternators for 6.2L gas engine is highly recommended for max output	\$228.00
67B	397 Amp Alternators	\$104.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	Invoice
153	Front License Plate Bracket	\$0.00
512	Spare Tire, Wheel & Jack -inc: Excludes carrier, 2-Ton Mechanical Jack	\$319.00
61J	2-Ton Mechanical Jack	Inc.
63A	Utility Lighting System -inc: LED side-mirror spotlights	\$145.00

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (X3F) XL 4WD SuperCab 168" WB 60" CA (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	Invoice
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$377.00
Options Total		\$3,888.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14533, Data updated Aug 25, 2021 12:57:00 AM PDT



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20654 for placement of pavers in the City Right-of-Way at 1130 West Canyon Run Blvd.

Recommendation and Summary

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

"I move to authorize the Mayor to sign Encroachment Agreement 20654 with John and Minette Broschofsky."

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of the residential street
- The improvements will not impact drainage within the City ROW
- The proposed pavers are replacing an existing asphalt driveway

Introduction and History

A Right-of-Way Encroachment Permit request was received for a replacement of an existing asphalt driveway with pavers within the City's Right-of-Way at 1130 W Canyon Run Blvd. This is only a material substitution. No changes to the existing driveway width or grades are proposed.

Right-of-Way standards were developed to achieve goals of drainage, parking, snow storage, access for emergency vehicles, and provide materials that can be reasonably maintained by the city. Pavers, snowmelt systems, and subsurface drip irrigation systems are not maintained by the City but may be approved through an encroachment agreement.

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

Analysis

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

Financial Impact

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

Attachments:

Encroachment Agreement 20654

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20654

THIS AGREEMENT, made and entered into this ____ day of ____, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”), whose address is Post Office Box 2315, Ketchum, Idaho and JOHN BROSCHOFSKY and MINETTE BROSCHOFSKY, (collectively referred to as “Owner”), whose address is PO BOX 1362 KETCHUM, ID 83340.

RECITALS

WHEREAS, Owner is the owner of real property described as 1130 W Canyon Run Blvd. (“Subject Property”), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a paver driveway within the right-of-way on W Canyon Run Blvd. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to maintain the improvements identified in Exhibit “A” within the public right-of-way of 1130 W Canyon Run Blvd., Idaho until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner’s expense.

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

3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material

part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

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

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

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

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

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

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

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

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

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

STATE OF IDAHO)
) ss.
County of Blaine)

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

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"

WEST CANYON RUN B/NO

RIGHT OF WAY

14'6"

7"X9"X2" PAVERS
5° SLOPE
OFF STREET

22'6"
width

SEA SAND

4"-6" ROAD MIX

PAVERS

12" CRUSHED ROCK

1130 WEST CANYON (LANDSCAPE FABRIC
(WEED CLOTH))
JOHN BROSCHOFSKY
208 721 2352
ART@BROGALLERY.COM



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20694 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20694 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20694 with Cox Communications."

The reasons for the recommendation are as follows:

- The encroachment is necessary to provide communication services to 180 N 2nd Ave.
- The encroachment will have no impact on pedestrian or public access.

Introduction and History

Cox Communications would like to install approximately 275 ft of coaxial cable and 2" conduit within the City's right-of-way beginning at an existing pedestal located in the alley east of 2nd Avenue and terminating at 180 N 2nd Avenue.

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

Analysis

Staff has reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed new encroachments were determined not to impact public access or maintenance.

Financial Impact

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

Attachments:

Encroachment Agreement 20694

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20694

THIS AGREEMENT, made and entered into this ____ day of ____, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing Cox Communications, (collectively referred to as "Owner"), whose address is 3031 N 120th St., Omaha, NE 68164.

RECITALS

WHEREAS, Owner wishes to permit placement of an existing pedestal and new underground telecommunications improvements in the city right-of-way within the alley east of 2nd Avenue and on 2nd Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit "A" within the public right-of-way within the alley east of 2nd Avenue and on 2nd Street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

COX COMMUNICATIONS

180 W 2ND AVE PROJECT
FALL 2021

CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. A SITE SURVEY OF EXISTING UTILITIES WAS NOT CONDUCTED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL GIDLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE DRY UTILITY FACILITIES IMPACTS AND JOINT TRENCH CONSTRUCTION (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-4958. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING:** AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH FIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B). SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805. ASPHALT REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 3.
- ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL CONCRETE WORK SHALL CONFORM TO ISPCW SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. CONCRETE REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 7.
- ALL TRENCHING SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 12. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. REPAIR AND REPLACE IN KIND ALL EXISTING FEATURE OR IMPROVEMENTS DAMAGED DURING CONSTRUCTION, INCLUDING LANDSCAPE AND IRRIGATION. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.
- CONTRACTOR SHALL RESTRICT ALL CONSTRUCTION ACTIVITIES TO WITHIN EXISTING EASEMENTS AND RIGHT-OF-WAY.
- CONTRACTOR SHALL COMPLETE A CONSTRUCTION MANAGEMENT PLAN CONSISTENT WITH CITY OF KETCHUM STANDARDS.

GENERAL NOTES

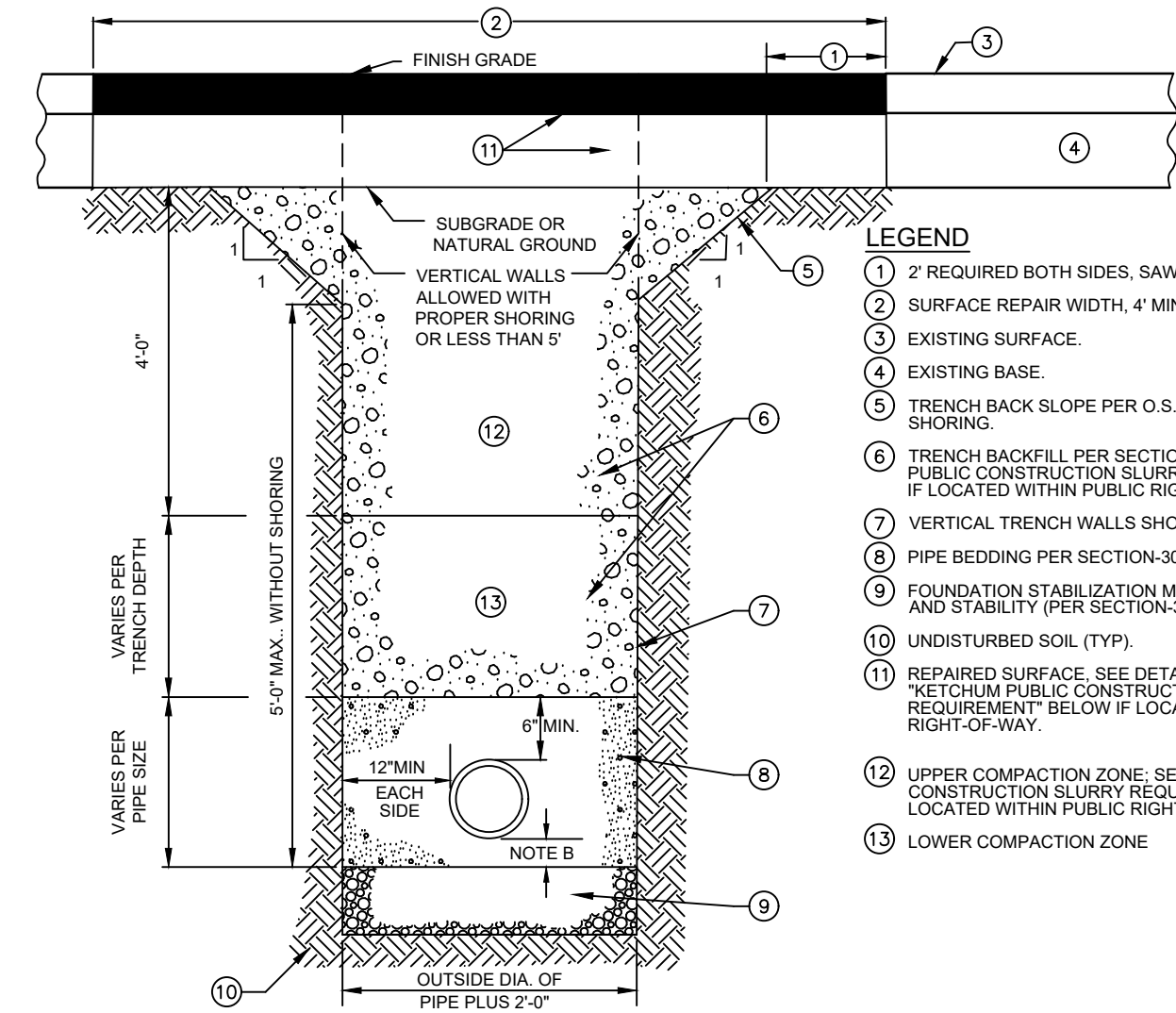
- THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH THE PROPOSED EXTENTS OF THE NEW COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PEDESTAL LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED JULY 19, 2021. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS.
- RIGHT-OF-WAY INFORMATION SHOWN HEREON IS APPROXIMATE PER BLAINE COUNTY GIS.
- POWER, WATER, AND SEWER LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS.
- GALENA ENGINEERING INC. HAS NOT RECEIVED A TITLE POLICY FROM THE CLIENT AND HAS NOT BEEN REQUESTED TO OBTAIN ONE. RELEVANT INFORMATION THAT MAY BE CONTAINED WITHIN A TITLE POLICY MAY THEREFORE NOT APPEAR ON THIS MAP AND MAY AFFECT ITEMS SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CLIENT TO DETERMINE THE SIGNIFICANCE OF THE TITLE POLICY INFORMATION AND DETERMINE WHETHER IT SHOULD BE INCLUDED. IF THE CLIENT DESIRES FOR THE INFORMATION TO BE INCLUDED THEY MUST FURNISH SAID INFORMATION TO GALENA ENGINEERING, INC. AND REQUEST IT BE ADDED TO THIS MAP.
- TEMPERATURES FOR PAVING AND PATCH BACK MUST BE 40 DEGREES AND RISING.
- IF THERE IS A MATERIAL CHANGE FROM APPROVED DRAWINGS, PROVIDE AS-BUILT DRAWINGS TO CITY WHEN COMPLETED FOR CITY RECORDS.
- CONSTRUCTION REQUIRED TO MEET APPLICABLE CITY OF KETCHUM'S CONSTRUCTION ACTIVITY STANDARDS INCLUDING:
 - PUBLIC NOTICING
 - DUST, MUD, SAND, AND GRAVEL CONTROL ON ALL STREETS
 - TEMPORARY RESTROOMS
 - THE SITE SHALL BE KEPT IN A CLEAN AND ORDERLY CONDITION.
 - TRASH SHALL BE PICKED UP ON THE SITE AND SURROUNDING AREAS ON A DAILY BASIS, AND MATERIALS SHALL BE STORED IN NEAT TIDY PILES.
- STAGING LOCATION MUST BE COORDINATED WITH THE CITY OF KETCHUM.
- CONSTRUCTION HOURS ARE BETWEEN 7:30 AM TO 7:00 PM ON WEEKDAYS AND SATURDAYS. NO CONSTRUCTION IS PERMITTED ON SUNDAYS OR MAJOR HOLIDAYS.

CITY OF KETCHUM- WATER DEPARTMENT NOTE

NO LESS THAN 6 FT OF SEPARATION FROM ALL UTILITY INFRASTRUCTURE, BOTH WATER AND SEWER, IS REQUIRED. 6 FT IS THE DISTANCE REQUIRED FOR BANK LAYBACK NEAR ANY LINES. CONTRACTOR SHALL CONFIRM SEPARATIONS.

CITY OF KETCHUM- STREET DEPARTMENT NOTES

- MAY 1ST STARTING DATE IS WEATHER DEPENDENT.
- DIG PERMIT IS REQUIRED WHICH WILL REQUIRE DETAILED TRAFFIC CONTROL PLAN.
- SIZE OF PROJECT REQUIRES INCREASED BOND AMOUNT (TO BE DETERMINED). PLEASE PROVIDE A COST ESTIMATE OF STREET REPAIRS REQUIRED FOR PROJECT.
- PUBLIC NOTICE ANNOUNCEMENT IN MOUNTAIN EXPRESS AS WELL AS DOOR KNOCKERS TO THOSE IMPACTED ARE REQUIRED AT LEAST THREE DAYS IN ADVANCE.
- CONTRACTOR NEEDS TO BE ON JOB DAILY UNTIL COMPLETE (WEEKENDS AND HOLIDAYS EXCLUDED).
- FLAGGERS WILL BE REQUIRED AT RESIDENTIAL AND BUSINESS ENTRANCES AS NEEDED. THIS WILL NEED TO BE ADDRESSED ON DETAILED TRAFFIC CONTROL PLAN.
- KEEP ONE LANE OPEN ALWAYS UNLESS FULL CLOSURE IS NECESSARY (ACCESS FOR RESIDENTIAL AND BUSINESSES MUST BE MAINTAINED).
- KEEP TRENCHING CUTS STRAIGHT AND NEAT.
- ALL ASPHALT CUTS TO BE SAWCUT AND TWO FEET BACK FROM THE DEEPEST UNDERMINE.
- CONTRACTOR WILL NOT TRENCH MORE THAN CAN BE SLURRIED AND BACKFILLED PER DAY.
- NO HOLES OPEN OVERNIGHT MORE THAN ONE FOOT DEEP (UNLESS PLATED OR BARRICADED PER THE MUTCD).
- CONTRACTOR IS REQUIRED TO KEEP STREETS CLEAN FROM ROCKS, DIRT, MUD, ETC. DAILY (SWEEP).
- STREET DEPARTMENT MUST BE CALLED FOR INSPECTION BEFORE BACK FILL, SLURRY, AND ASPHALT.
- KEEP ASPHALT CUT JOINTS OUT OF WHEEL LANES IF POSSIBLE.



KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SUBGRADE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

COARSE AGGREGATE (3/4" MINUS)	2,600 LBS
SAND	900 LBS
PORTLAND CEMENT	94 LBS
WATER	11 GAL (MAX.)

WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

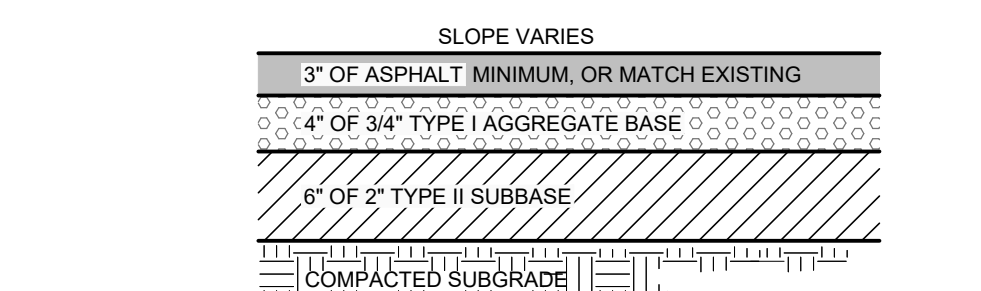
NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

NOTES:

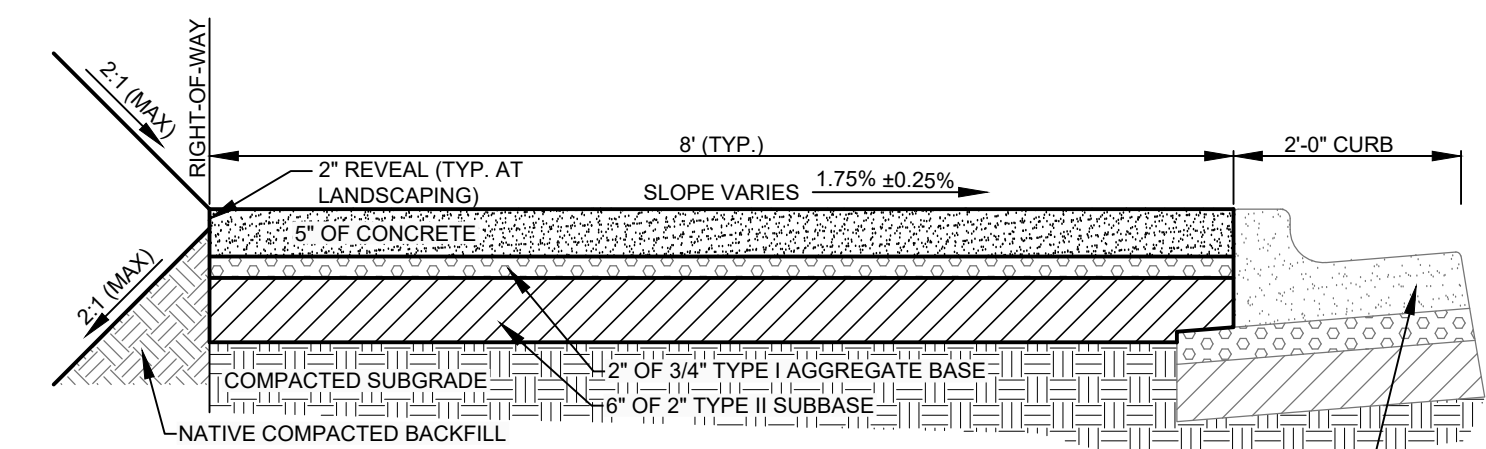
- TRENCH EXCAVATION PER SECTION-301.
- PIPE BEDDING PER SECTION-305.
- BACKFILL AND COMPACTION PER SECTION-306.
- SURFACE REPAIR AND BASE PER DETAIL 3.
- ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPCW SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 3/4" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
- IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.

1 TYPICAL TRENCH

CITY OF KETCHUM STANDARD DRAWING NO. 12
N.T.S.

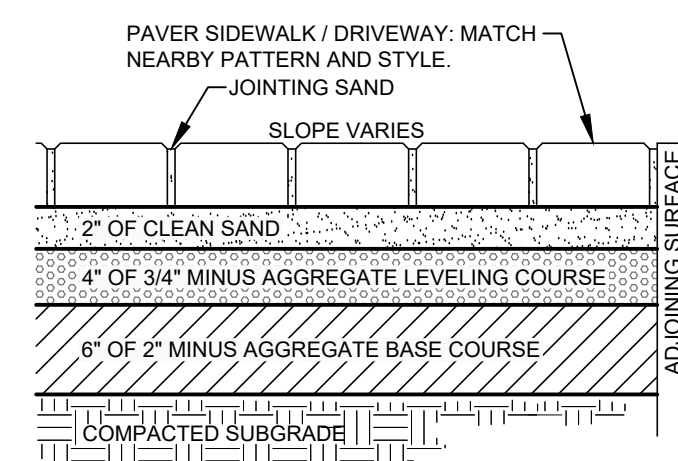


2 TYPICAL STREET ASPHALT SECTION
CITY OF KETCHUM STANDARD DRAWING NO. 3
N.T.S.



3 AT 6" VERTICAL CURB & GUTTER

CITY OF KETCHUM STANDARD DRAWING NO. 7
N.T.S.



4 PAVER DETAIL
N.T.S.

- NOTES:
- CONTRACTOR SHALL REPAIR ALL IN-GROUND HEATING SYSTEMS IF DAMAGED. COORDINATE WITH OWNER PRIOR TO CONSTRUCTION.

NOTES:

- INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
- 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE, PLACE 3/4" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
- SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 3/8" WIDE, 3" IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
- WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
- SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
- MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

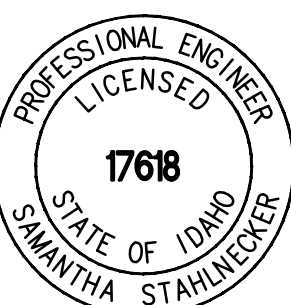


VICINITY MAP
SCALE: 1"=500'

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galeana Engineering, Inc.

COVER SHEET
COX COMMUNICATIONS: 180 W 2ND AVE
LOCATED WITHIN SECTION 13, T.4 N., R.1 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR COX COMMUNICATIONS

ORIGINAL SIGNED BY
SAMANTHA STAHLNECKER
DATE ORIGINAL SIGNED:
08/06/2021



ORIGINAL ON FILE AT
OFFICE OF GALENA
ENGINEERING
(HAILEY, ID)

DESIGNED BY
FRM
DRAWN BY
SKS
CHECKED BY

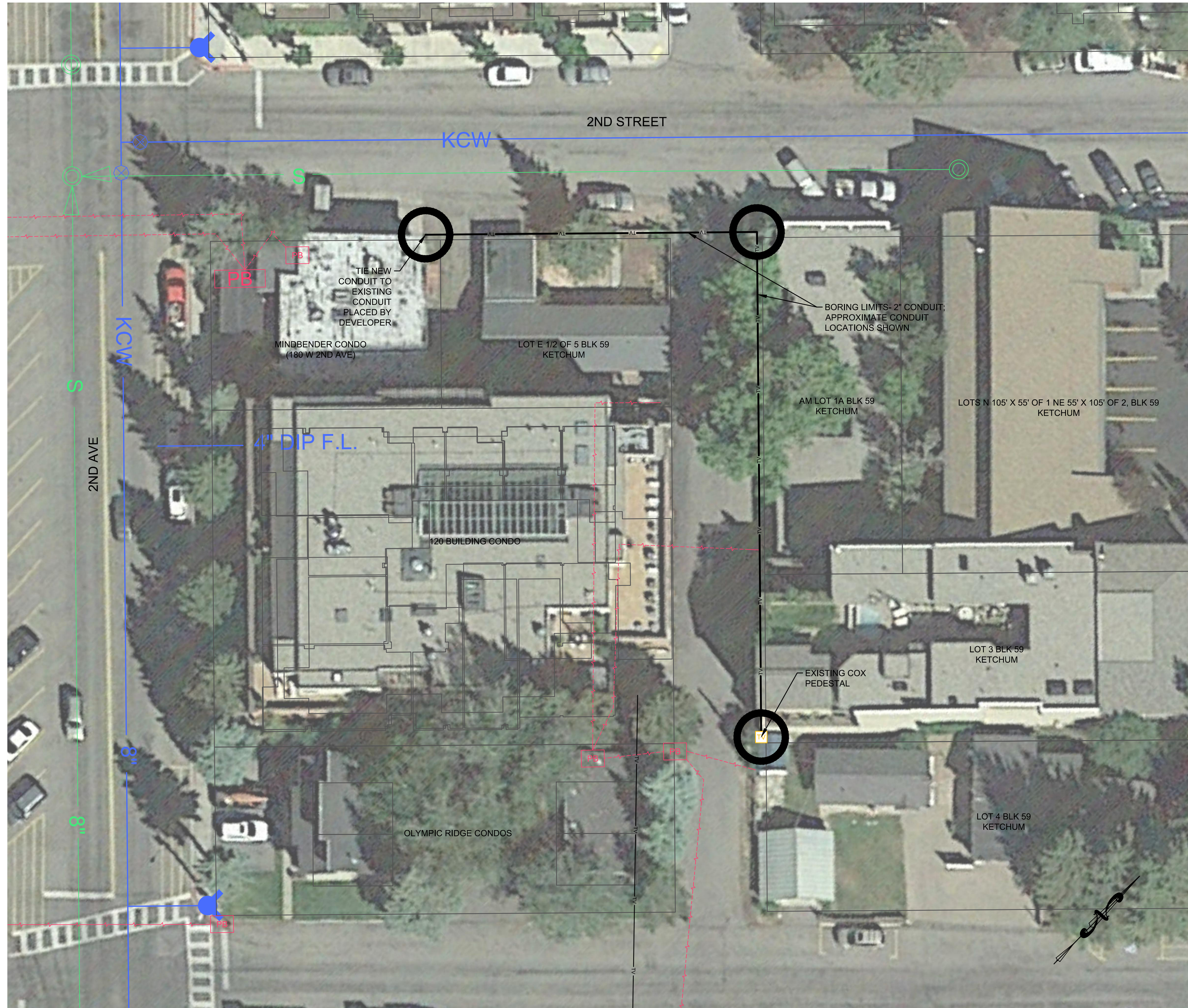
GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83433
(208) 768-1705
email: galena@galena-engineering.com

PURPOSE: ISSUE FOR AGENCY REVIEW (08/06/2021)

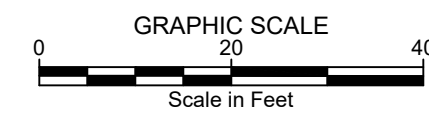
NO. DATE BY REVISIONS

C1.0

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.



PLAN VIEW: RIVER STREET, 1ST AVE TO 3RD AVE



NOTES

1. SEE SHEET C1.0 FOR ADDITIONAL NOTES.
2. AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH.
3. AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.
4. THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH PROPOSED EXTENTS OF THE NEW JOINT TRENCH COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PEDESTAL LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED JULY 19, 2021. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS. SEE DETAILS 1-4, SHEET C1.0 FOR REPAIR DETAILS AS NECESSARY.
5. POWER, WATER, AND SEWER LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS. COMMUNICATIONS UTILITY LOCATIONS ARE APPROXIMATE BASED UPON A MAP BY COX COMMUNICATIONS RECEIVED JULY 19, 2021.
6. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. CONTRACTOR SHALL REPAIR ALL IN-GROUND HEATING SYSTEMS IF DAMAGED AND COORDINATE WITH OWNER PRIOR TO CONSTRUCTION COMMENCEMENT. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.

LEGEND

- PROPERTY LINE PER BLAINE COUNTY GIS
- - - EXISTING BURIED POWER LINE PER IDAHO POWER
- PB PB EXISTING POWER BOX
- KCW EXISTING WATER MAIN
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- S EXISTING SEWER MAIN
- EXISTING SEWER MANHOLE
- TV PROPOSED COMMUNICATIONS LINE
- TV EXISTING COMMUNICATIONS PEDESTAL
- POTENTIAL DISTURBED AREA; MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS

PURPOSE: ISSUE FOR AGENCY REVIEW (08/06/2021)

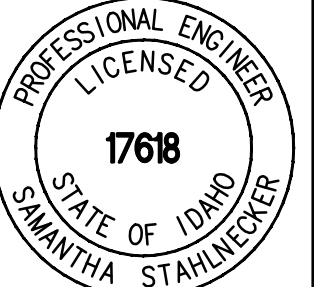
NO.	DATE	BY	REVISIONS

C2.0

GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83433
(208) 788-1705
email: galena@galena-engineering.com

DESIGNED BY
FRM
DRAWN BY
SKS
CHECKED BY

ORIGINAL ON FILE AT
OFFICE OF GALENA
ENGINEERING
(HAILEY, ID)



ORIGINAL SIGNED BY
SAMANTHA STAHLNECKER
DATE ORIGINAL SIGNED:
08/06/2021

PLAN SHEET
COX COMMUNICATIONS: 180 W 2ND AVE
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR COX COMMUNICATIONS

PROJECT INFORMATION
P:\subprojects\180W 2nd Ave.dwg 08/04/21 9:21:42 AM



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20566 with Syringa Networks for placement of telecommunications infrastructure in the City Right-of-Way

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20566 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20566 with Syringa Networks."

The reasons for the recommendation are as follows:

- The encroachment is necessary to provide communication lines to serve to the new Fire Station.
- The encroachment will have no impact on pedestrian or public access.

Introduction and History

Syringa Networks would like to install approximately 2,083 ft of new fiber communication lines, two 1.25" conduits, and 3 at-grade vaults within the City's right-of-way along the north side of Saddle Road beginning at SH-75 and terminating at the new fire station.

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

Analysis

City Staff has reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed encroachments were determined not to impact public access or maintenance.

Financial Impact

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

Attachments:

Encroachment Agreement 20566

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20566

THIS AGREEMENT, made and entered into this 19th day of Aug, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Greg Lowe, representing Syringa Networks, (collectively referred to as "Owner"), whose address is 12301 W. Explorer Dr., Boise, ID 83713.

RECITALS

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way on Saddle Road beginning at SH-75 and extending to 107 Saddle Road. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

By: [Signature]
Greg Lowe
CEO

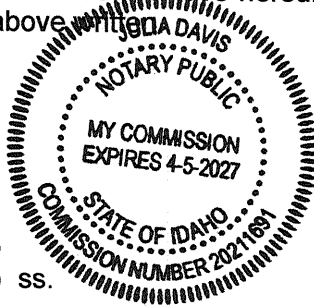
CITY OF KETCHUM:

By: _____
Neil Bradshaw
Its: Mayor

STATE OF Idaho)
County of Ada) ss.

On this 19 day of August, 2021, before me, the undersigned Notary Public in and for said State, personally appeared GREG LOWE, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for Ada County, Idaho
Residing at Meridian, ID
Commission expires 4.5.2027

STATE OF IDAHO)
County of Blaine) ss.

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

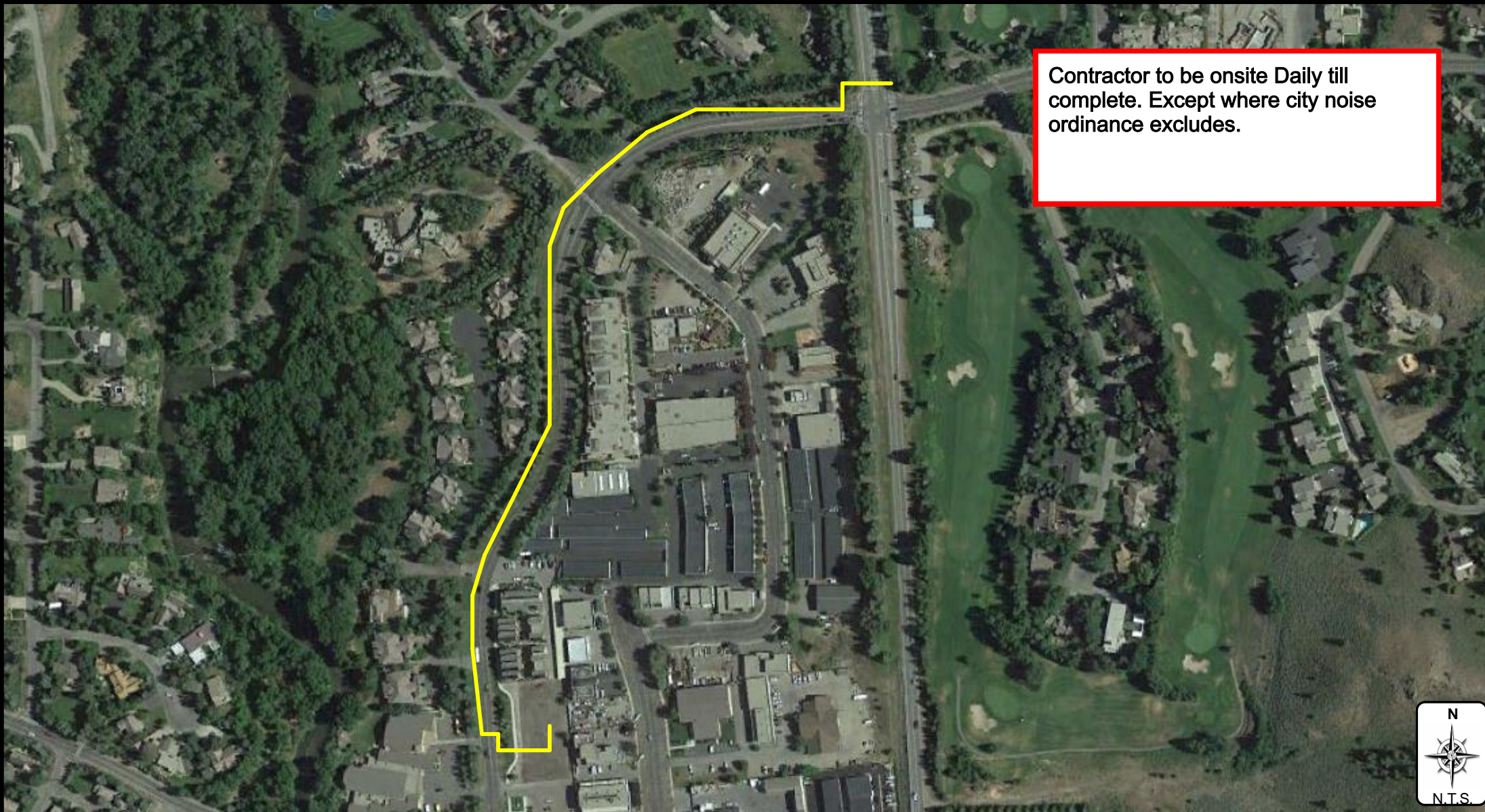
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
Commission expires _____



City of Ketchum-Ketchum-43 688406, -114 371161 (FB)

Rev. Date: 08/25/2020
Project #: 160634
Field Tech: Dustin Hood
State: Idaho
County: Blaine



Contractor to be onsite Daily till complete. Except where city noise ordinance excludes.

Project Description:

See Scope of Work

Not to scale. Do not use for locating.

Project For:










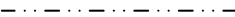









Syringa Networks, LLC
12301 W Explorer Dr. Suite 200
Boise, ID 83713
(208) 229-6100



Verification of all utilities is the contractors responsibility. Idaho Digline can be reached by dialing 811 or 800-342-1585, Idaho law requires a 48 hour notice prior to digging.

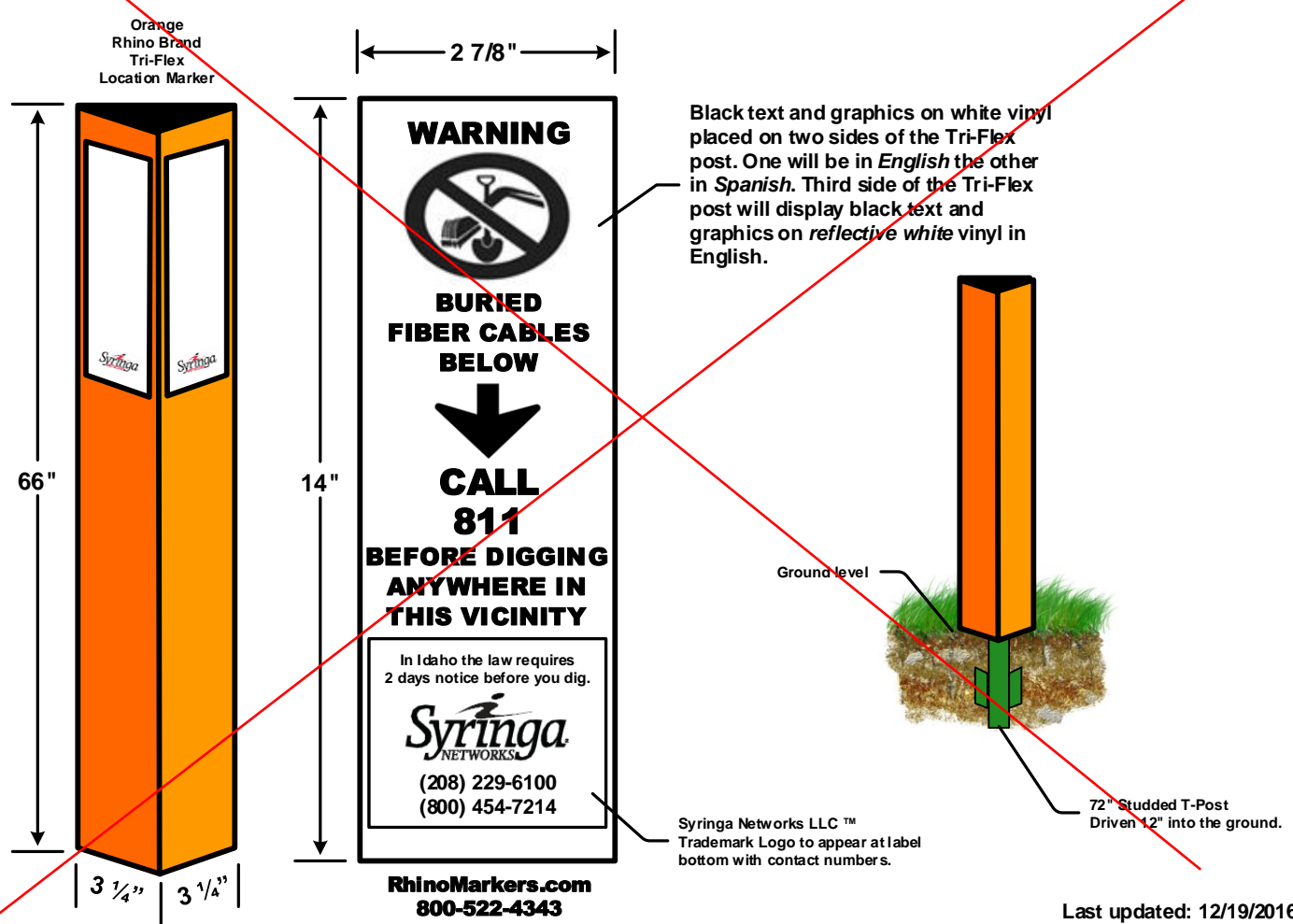


Idaho Specification Legend

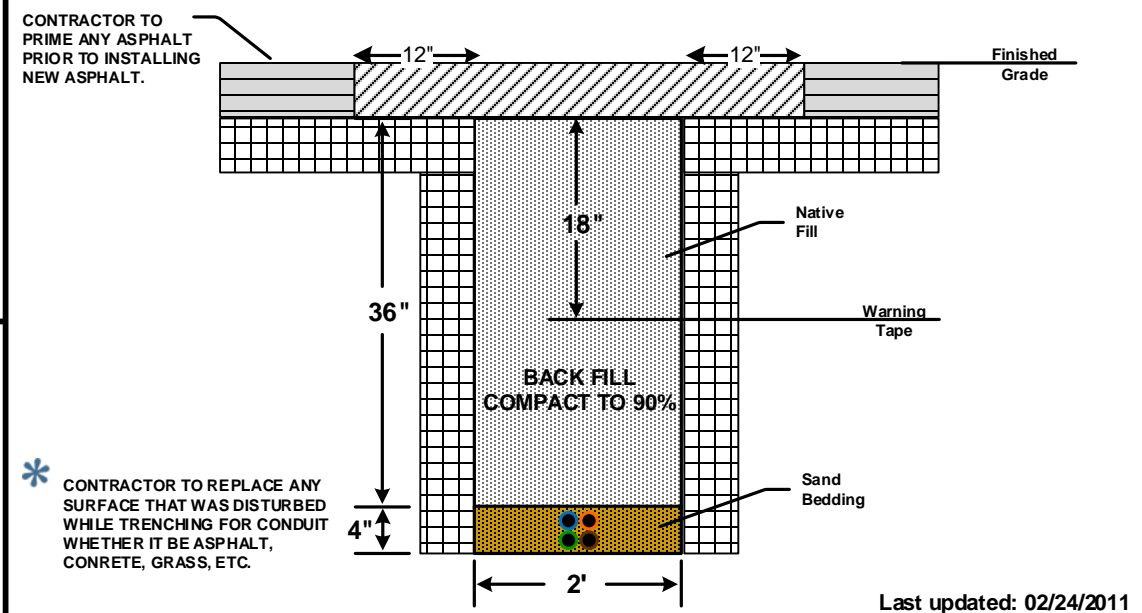
	Syringa Networks new or proposed Hand Hole		Aerial Route
	Syringa Networks existing Hand Hole		Fiber Route
	Other Hand Hole		City Limits
	Match Point Line		Township/Range Line
	Light Pole		Section Line
	Utility Pole		Bore Indicator (BM61)
	Locate Point		Gas Line
	BM53		Sewer Line
	Aerial sno-sho		Power Line
			Water Line

Last updated: 6/27/2018

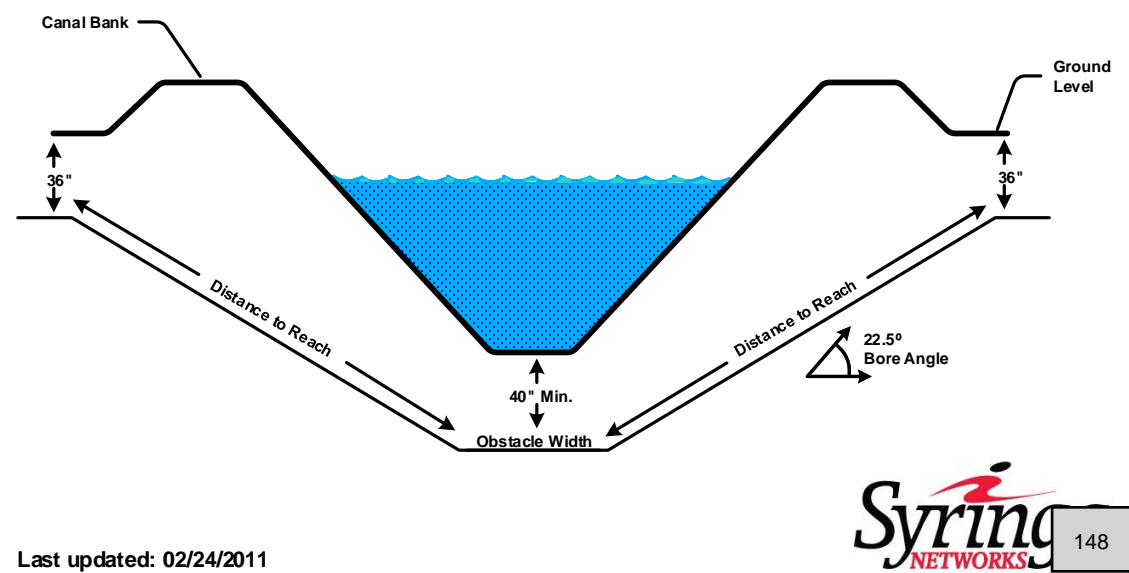
BM53 Route Marker



Typical Trench/Plow Diagram*



Typical Directional Bore Profile



Typical LPx

Proper hand crimp must be used when placing the lugs. Please reference CT-1700

Crimp type lugs, Panduit LCA6-14-L and anti-oxidant are to be used on all #6 AWG ground wires and bonds. To be supplied by contactor

Color code markers to match at locate device and splice case respectively.

Insulated #6 AWG 600 Volt solid copper ground wire from locate device to ground rod.

Locatable conductor to conduit and or Insulated #6 stranded AWG 600 Volt Copper ground wire (THHN) from locate device to splice case. Install one for each direction. Minimum of 10' of wire in HH

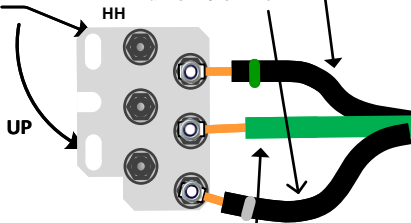
RUS Standards Directional Color Code (Can use either colored tape or zip ties.)

- OR = Orange = North
- GN = Green = East
- BN = Brown = South
- SL = Slate = West

All BFO's will have a directional color code marker located 24" from conduit ends and 24" from end of BFO.

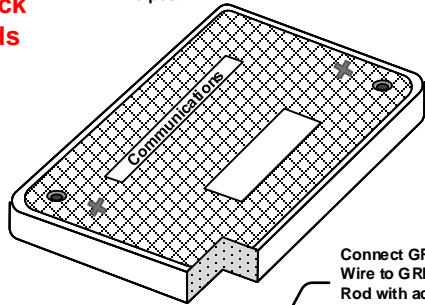
Use mortar screws to fasten grounding block to the inside of HH 6" from the top of the lid. Run grounds the same way as the LP3.

Locatable conductor to conduit and or Insulated #6 stranded AWG 600 Volt Copper ground wire (THHN) from locate device to splice case. Install one for each direction. Minimum of 10' of wire in HH

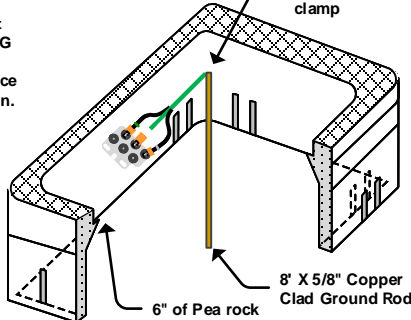


#6 AWG Solid 600 V insulated copper ground wire from ground rod to Rhino post.

Place all LP's so they DO NOT block or impede the lids of hand holes



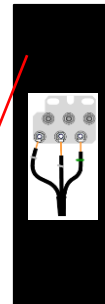
Locatable conductor to conduit and or Insulated #6 stranded AWG 600 Volt Copper ground wire (THHN) from locate device to splice case. Install one for each direction. Minimum of 10' of wire in HH



Last updated: 12/19/2016

Typical Hand Hole and LP4

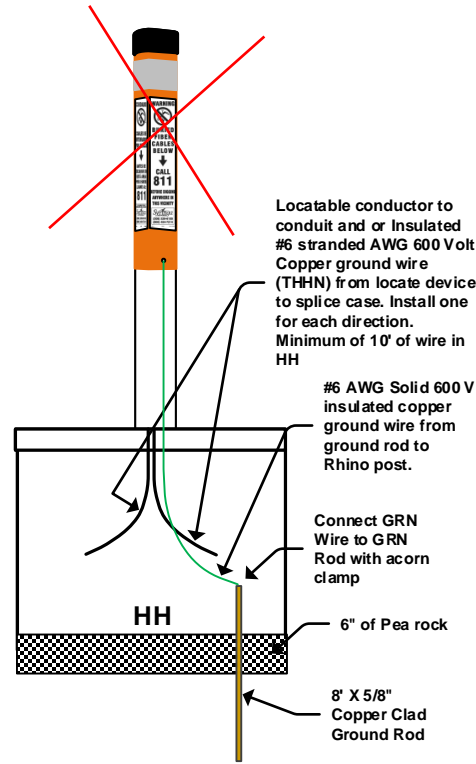
Remove top of post to access grounding post.



Vertically set outside of all travel lanes. When applicable mount at ROW edge

Ground level
Run 1.25" conduit from HH to Rhino locate post.

Insert 1.25" conduit 4" to 6" into vault.
72" Studded T-Post Driven 12" into the ground.

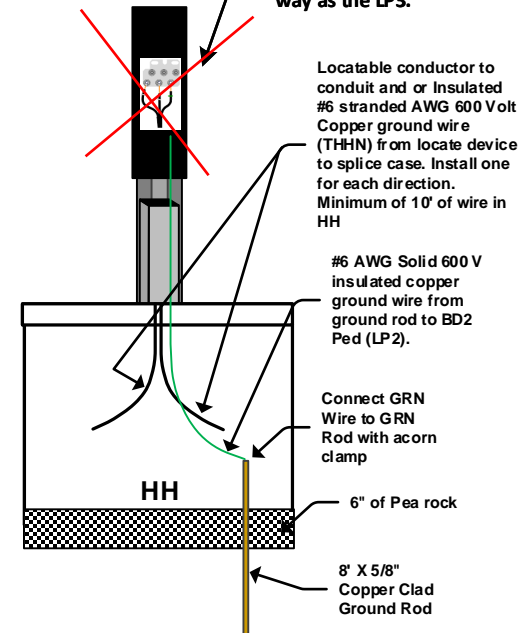


Place all LP's so they DO NOT block or impede the lids of hand holes

Last updated: 12/19/2016

Typical Hand Hole and LP3

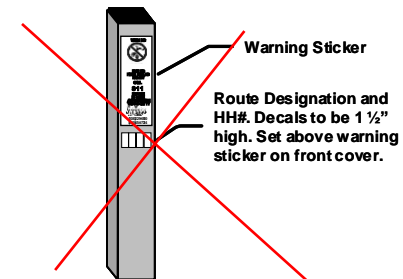
Use sheet metal screws to fasten grounding block. Run grounds the same way as the LP3.



Place all LP's so they DO NOT block or impede the lids of hand holes

Vertically set Marconi UPCBD2 Pedestal 4" outside of all travel lanes. When applicable mount at ROW edge

FRONT DETAIL

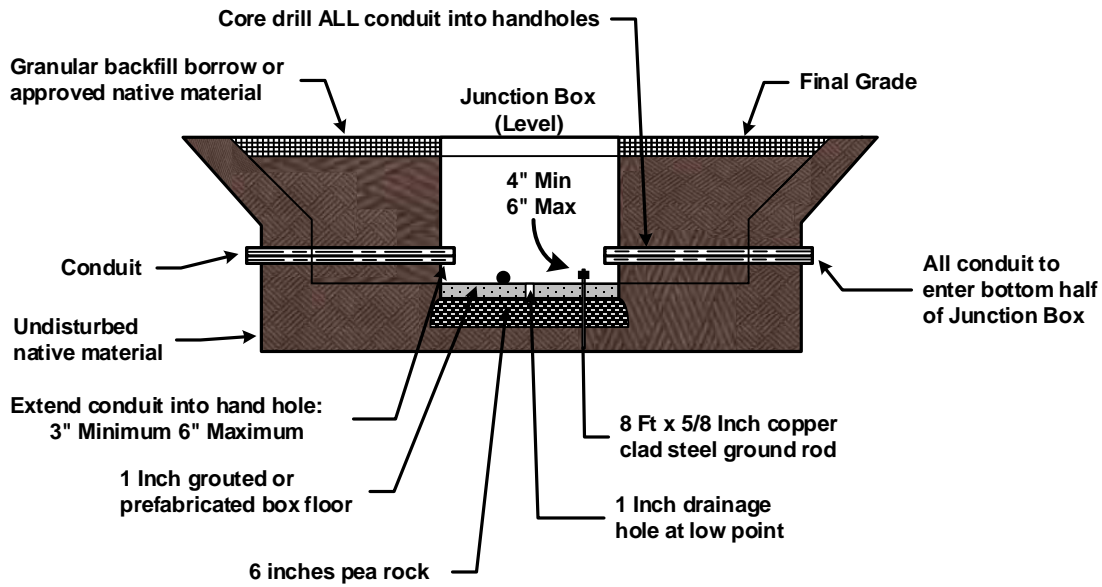


Core drill HH 3" from bottom on the side facing locating post. Insert 1.25" conduit 4" - 6" into vault.

Last updated: 12/19/2016

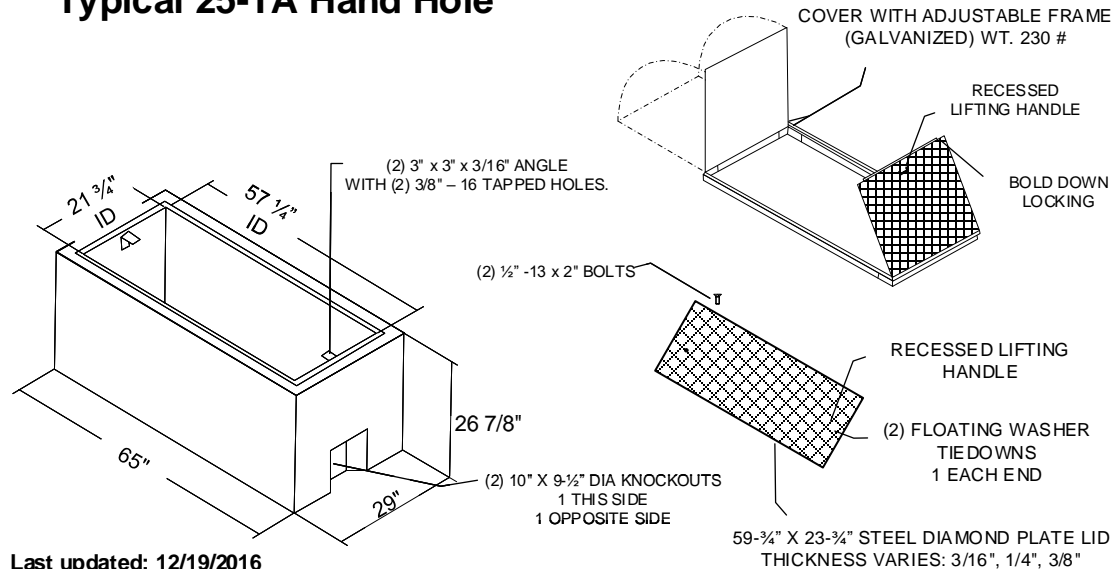
Typical Hand Hole and LP2

T2/T3 Typical Hand Hole & Conduit Penetration Detail

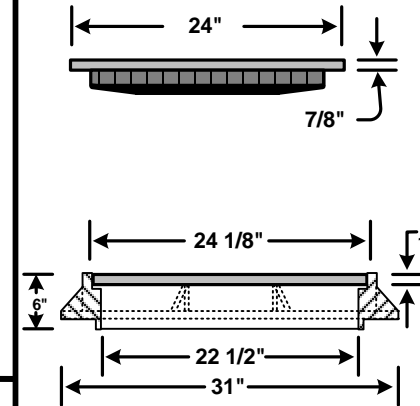


Last updated: 12/19/2016

Typical 25-TA Hand Hole



Last updated: 12/19/2016



Syringa Networks logo to be stamped on the manhole cover as shown above

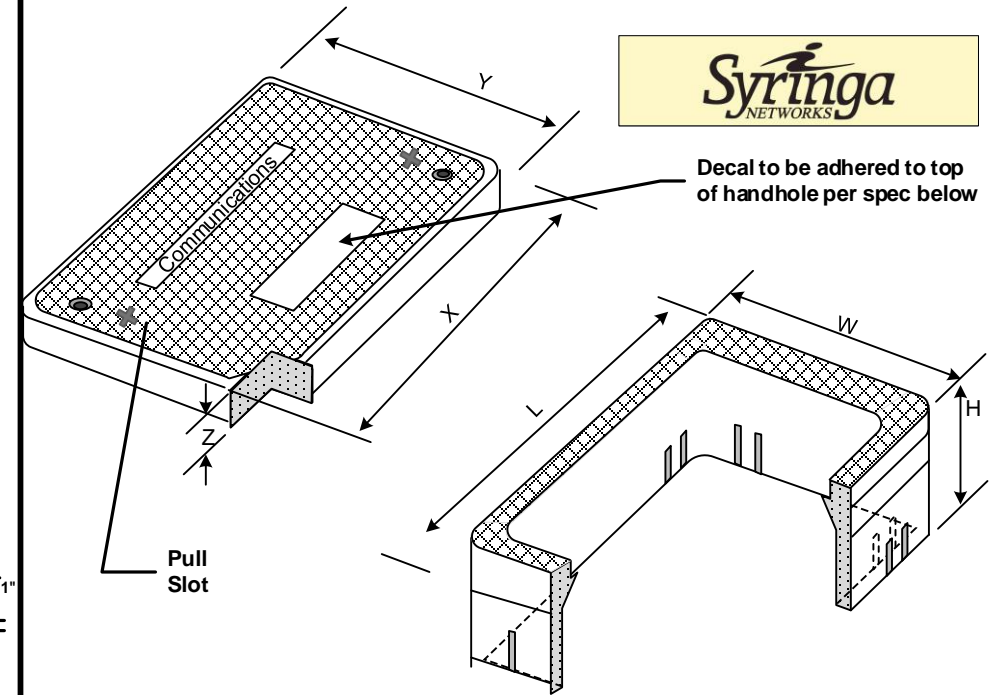
Syringa lettering to be 1 1/2" high.

Networks lettering to be 1/2" high.

Old Castle Part #: D&LA-1055 with Syringa Networks logo specifications above or equivalent.

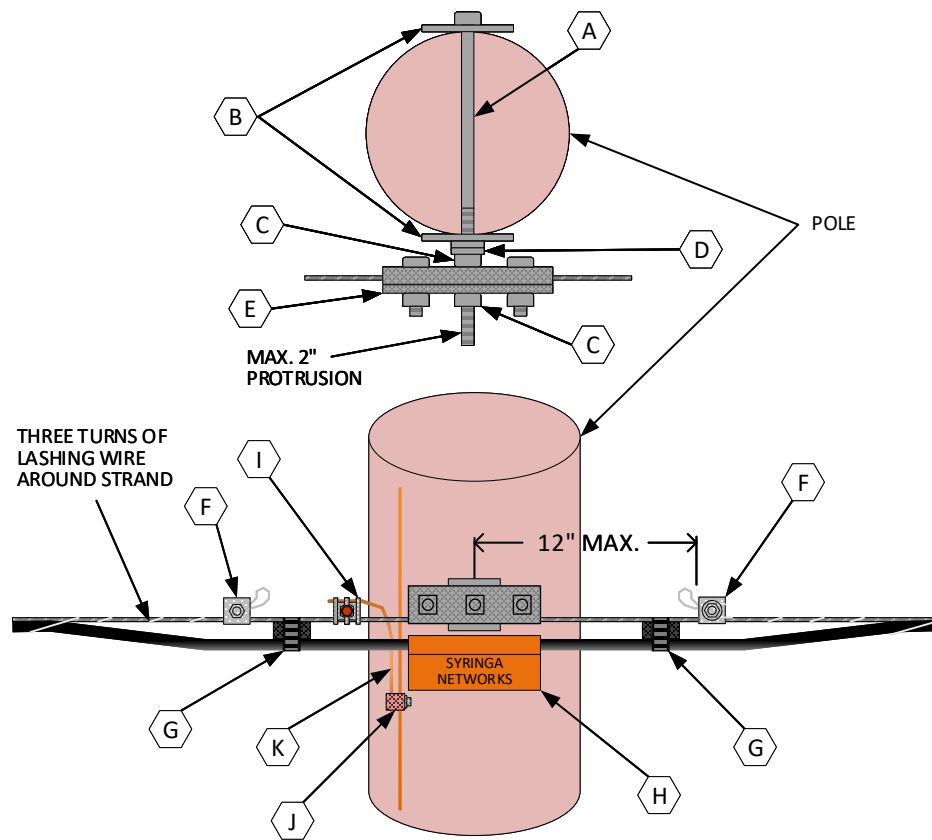
Box Type	"L" (Inch)	"W" (Inch)	"H" (Inch)	"T" (Inch)	"X" (Inch)	"Y" (Inch)	"Z" (Inch)
Existing T2 (II-PC)	37 5/8	26	24	1 1/2	35 5/8	24	3
Existing T3 (III-PC)	49 5/8	32 1/8	36	2	47 5/8	30 1/8	3

Typical Polymer-Concrete Hand Hole



1. STAMPED COMMUNICATIONS ON THE LID FROM THE FACTORY. (SEE Tx DEFINITIONS & HAND HOLE LID LOGO SPECIFICATION).
2. DO NOT PLACE JUNCTION BOXES IN THE TRAVELED WAY OR ON FREEWAY SHOULDERS.
3. INSTALL CONDUIT PLUG
4. ALIGN ATMS CONDUIT BY COLOR ON EACH SIDE OF THE JUNCTION BOX.
5. PROVIDE HAND HOLES WITH A SINGLE LID.
6. CONFORM TO ANSI/SCTE-77 2007 "SPECIFICATION FOR UNDERGROUND ENCLOSURE INTEGRITY" TIER 22 LOADING FOR ALL HAND HOLES.
7. DIRECTIONAL MARKERS AND IDENTIFICATION TAGS TO BE INSTALLED IN EACH HAND HOLE.

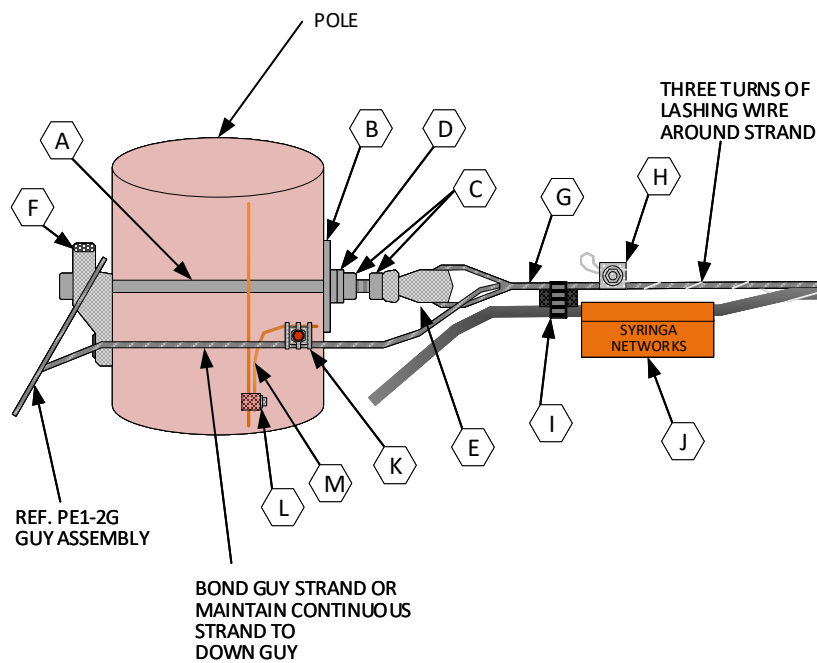
Last updated: 12/19/2016



ITEM	QUANTITY	MATERIALS
A	1	MACHINE BOLT, 5/8" x REQUIRED LENGTH
B	2	WASHER, 2-1/2" x 11/16" HOLE
C	2	SQUARE NUT, 5/8"
D	1	SPRING LOCK WASHER, 5/8"
E	1	SUSPENSION CLAMP
F	2	LASHING WIRE CLAMP
G	2	CABLE SPACER, 3/4"
H	1	CABLE TAGS, SYRINGA NETWORKS
I	1	PARALLEL GROOVE BONDING CLAMP
J	1	WISE CONNECTOR CLAMP
K	1	#6AWG BARE SOLID WIRE, 6-12"

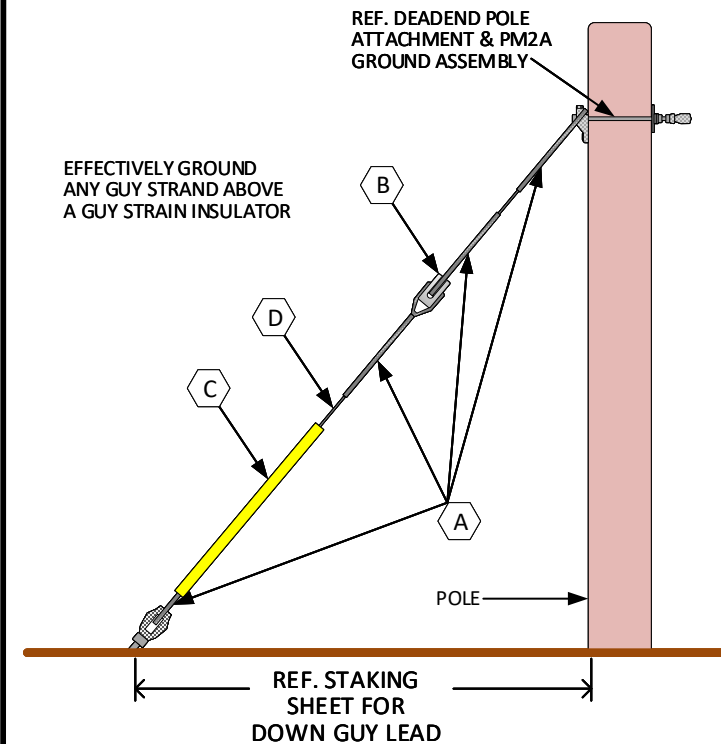
Last updated: 6/12/2020

Tangent Pole Attachment & PM2A Ground Assembly



ITEM	QUANTITY	MATERIALS
A	1	MACHINE BOLT, 5/8" x REQUIRED LENGTH
B	1	WASHER, 2-1/2" x 11/16" HOLE
C	2	SQUARE NUT, 5/8"
D	1	SPRING LOCK WASHER, 5/8"
E	1	THIMBLE EYENUT, 5/8"
F	1	GUY HOOK W/ LAG SPUR, 5/8"
G	1	FORMED WIRE DEADEND, 5/16"
H	1	LASHING WIRE CLAMP
I	1	CABLE SPACER, 3/4"
J	1	CABLE TAG, SYRINGA NETWORKS
K	1	PARALLEL GROOVE BONDING CLAMP
L	1	WISE CONNECTOR CLAMP
M	1	#6AWG BARE SOLID WIRE, 6-12"

Deadend Pole Attachment & PM2A Ground Assembly

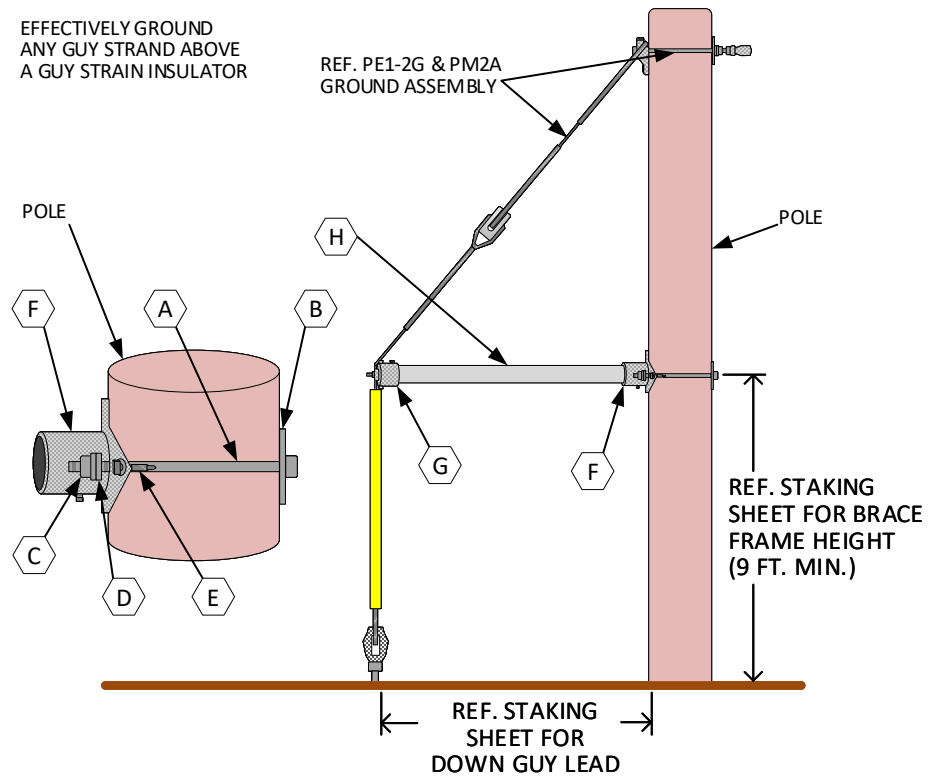


INSTALL ALL ANCHORS & DOWN GUYS PRIOR TO INSTALLING & TENSIONING MESSENGER STRAND

ITEM	QUANTITY	MATERIALS
A	4	FORMED WIRE DEADEND, 5/16"
B	1	GUY STRAIN INSULATOR
C	1	HI-VIS GUY MARKER
D	REQ'D LENGTH	GUY WIRE, 5/16"

PE1-2G – Guy Assembly

EFFECTIVELY GROUND ANY GUY STRAND ABOVE A GUY STRAIN INSULATOR



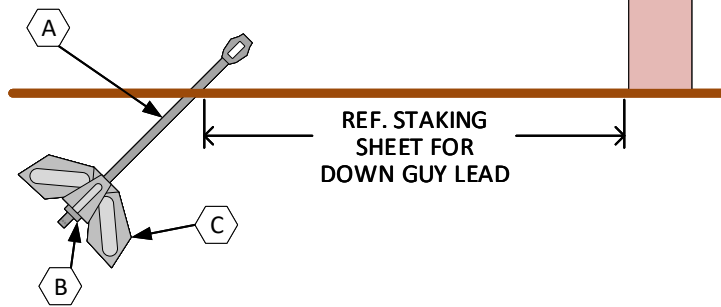
INSTALL ALL ANCHORS & DOWN GUYS PRIOR TO INSTALLING & TENSIONING MESSENGER STRAND

ITEM	QUANTITY	MATERIALS
A	1	MACHINE BOLT, 5/8" x REQUIRED LENGTH
B	1	WASHER, 2-1/2" x 11/16" HOLE
C	1	SQUARE NUT, 5/8"
D	1	SPRING LOCK WASHER, 5/8"
E	2	LAG SCREW, 1/2" x 4"
F	1	SIDEWALK GUY FITTING
G	1	SIDEWALK GUY CAP FITTING
H	1	GALVANIZED STEEL PIPE, 2" x REQUIRED LENGTH

Last updated: 6/12/2020

PM12 & PE1-2G Assembly

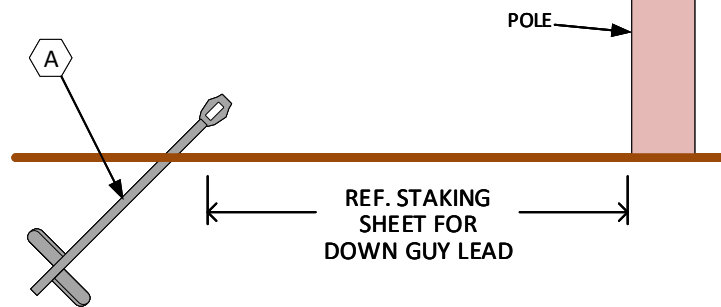
INSTALL ALL ANCHORS & DOWN GUYS PRIOR TO INSTALLING & TENSIONING MESSENGER STRAND



ITEM	QUANTITY	MATERIALS
A	1	TWIN EYE ANCHOR ROD, 5/8" x 7'
B	1	SQUARE NUT, 5/8"
C	1	EXPANDING ANCHOR BASE, 6"

Expanding Anchor PF2-3 Assembly

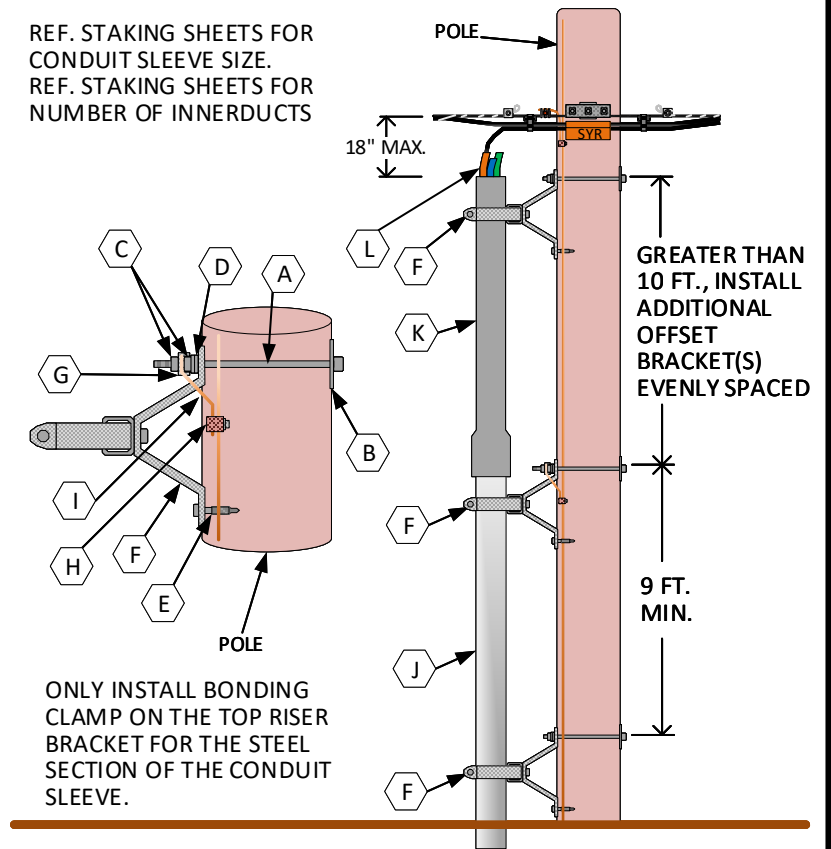
INSTALL ALL ANCHORS & DOWN GUYS PRIOR TO INSTALLING & TENSIONING MESSENGER STRAND



ITEM	QUANTITY	MATERIALS
A	1	SCREW ANCHOR, 8" X 66"

Screw Anchor PF3-3 Assembly

REF. STAKING SHEETS FOR CONDUIT SLEEVE SIZE.
REF. STAKING SHEETS FOR NUMBER OF INNERDUCTS



ONLY INSTALL BONDING CLAMP ON THE TOP RISER BRACKET FOR THE STEEL SECTION OF THE CONDUIT SLEEVE.

ITEM	QUANTITY	MATERIALS
A	3 MIN.	MACHINE BOLT, 5/8" x REQUIRED LENGTH
B	3 MIN.	WASHER, 2-1/2" x 11/16" HOLE
C	4	SQUARE NUT, 5/8"
D	3 MIN.	SPRING LOCK WASHER, 5/8"
E	3 MIN.	LAG SCREW, 1/2" x 4"
F	3 MIN.	OFFSET RISER BRACKET
G	1	BONDING CLAMP, 5/8"
H	1	WISE CONNECTOR CLAMP
I	1	#6AWG BARE SOLID WIRE, 6-12"
J	1	IMT GALVANIZED CONDUIT, SIZE x 10'
K	REQ'D LENGTH	SCH. 40 PVC CONDUIT
L	REQ'D LENGTH	INNERDUCT, 1.25"

BM82-x Riser Assembly

Contractor Unit Definition Reference Page

FIBER/CONDUIT PLACEMENT UNITS

LW	Place locate wire with non-armored fiber
BFO XX BP	Back pull XXct fiber to a new splice location
BFO XZ	Removing existing XXct fiber to be salvaged
BFOXX I(1.25) MT	Placing XXct fiber in a 1.25" conduit by Micro Trenching asphalt
BFOXX I(1.25) MTS	Placing XXct fiber in a 1.25" conduit by Micro Trenching asphalt w/ slurry backfill
BFO XX	Placing XXct fiber in a coil slack
BFO XX IE	Placing XXct fiber in an existing conduit
BFO XX IE OB	Placing XXct fiber in an existing conduit w/ existing fiber
BFO XX I(1.25)	Placing XXct fiber in a 1.25" conduit
BFO XX I(1.25) V(1)(1.25)	Placing XXct fiber in a 1.25" conduit w/ 1 vacant 1.25" conduit
BFO XX I(1.25) V(2)(1.25)	Placing XXct fiber in a 1.25" conduit w/ 2 vacant 1.25" conduits
BFO XX I(1.25) V(3)(1.25)	Placing XXct fiber in a 1.25" conduit w/ 3 vacant 1.25" conduits

BORE UNITS

BM60 (4HDPE)	A bore with 4" HDPE pipe casing; CR=Cobble Rock, R=Solid Rock
BM60 (4S)	A bore with 4" steel pipe casing; CR=Cobble Rock, R=Solid Rock
BM61	A bore with a 4" hole, holding up to 3-1.25" conduits; CR=Cobble Rock, R=Solid Rock

RESTORATION & BRIDGE UNITS

BM 71 S	Rock excavating unit; Sawing a trench in rock 36" cover
BM 71 H	Rock excavating unit; Hammering a trench in rock 36" cover
BM71 (S)	Removing and replacing asphalt and backfilling with slurry
BM72 Min	Removing and replacing asphalt up to a total of <i>85sq ft</i>
BM 72	Removing and replacing asphalt over a total of <i>85sq ft</i>
BM 73 Min	Removing and replacing concrete up to a total of <i>85sq ft</i>
BM 73	Removing and replacing concrete over a total of <i>85sq ft</i>
3/4" Gravel Road Mix	Removing and replacing 3/4" gravel road mix
BM 66	Bridge Attachment-4" steel galvanized pipe
BM 82-2 PVC or GMP	Place 2" PVC or Galv metal riser up pole w/ standoff brackets and other materials
BM82-2 SPLT	Place 2" PVC Split Duct riser up pole with standoff brackets and other materials

AERIAL UNITS

CO X (6M)	Aerial Armored XXct fiber w/ 10,000# strand and lashing
PM 12	Sidewalk Anchor-6,000lbs, or needed anchor(per)-guy, guy guard and anchor assembly
PE1-N-2G-C	Down Guy; ground connection type for 6M strand on existing poles with class C galv steel utility grade (per)
PF2-3	Plate Anchor- 6,000 lbs, or needed anchor (per)

CONDUIT ONLY PLACEMENT UNITS

UD (X)(1.25)	Placing X vacant 1.25" conduits
UDI (X)(1.25) IE(4)	Placing X vacant 1.25" conduits inside an existing 4"
UD (1)(4)	Placing 1 vacant 4" conduit
UDI (1)(1.25) IE(4) w/existing cable	Placing 1 vacant 1.25" conduit inside existing 4" w/ existing cables

RELOCATING UNITS

UD (6)(1.25) RELOC XX ED	Relocating up to 6-1.25" conduits up to XX inches from current loc.
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LOCATING UNITS

BM 53	Setting route marker
LP2	Setting pedestal and installing locate plate
LP3	Setting route marker and installing locate plate
LP4	Installing locate plate in a handhole

HANDHOLES UNITS

UH 48x48x32	Placing a 48"x48"x32" composite vault (SN logo on lid)
UH 56x56x32	Placing a 56"x56"x32" composite vault (SN logo on lid)
UH Irr.	Placing a 18"x18"x30" plastic irrigation style vault
UH TA 25	Placing a TA25 concrete vault
UH Type 2	Placing a 24"x36"x24" composite vault (SN Logo on lid)
UH Type 3	Placing a 30"x48"x36" composite vault (SN Logo on lid)
UHE	Enter existing handhole

BUILDING ENTRANCE WORK UNITS

BM21 Min	Building Entrance of <i>150ft</i> or less
BM21	Building Entrance of <i>150 to 500ft</i>

AERIAL UNITS CONTINUED.

PM 2A	Ground Wire assembly (per pole)
LASH-OVER	Overlash existing fiber
DE/RE-LASH	Move fiber storage DE/RE lash fiber
DRP-STOR	Drop fiber storage/ into split duct riser
DRP-CASE	Drop fiber case/ into split duct riser
SNO-SHO	Place fiber storage - Snow Shoes
POL-TRNS	Pole transfer (per pole)
PM 4	Place 18" fiberglass arms
PM 4A	Place 5' Comm arms

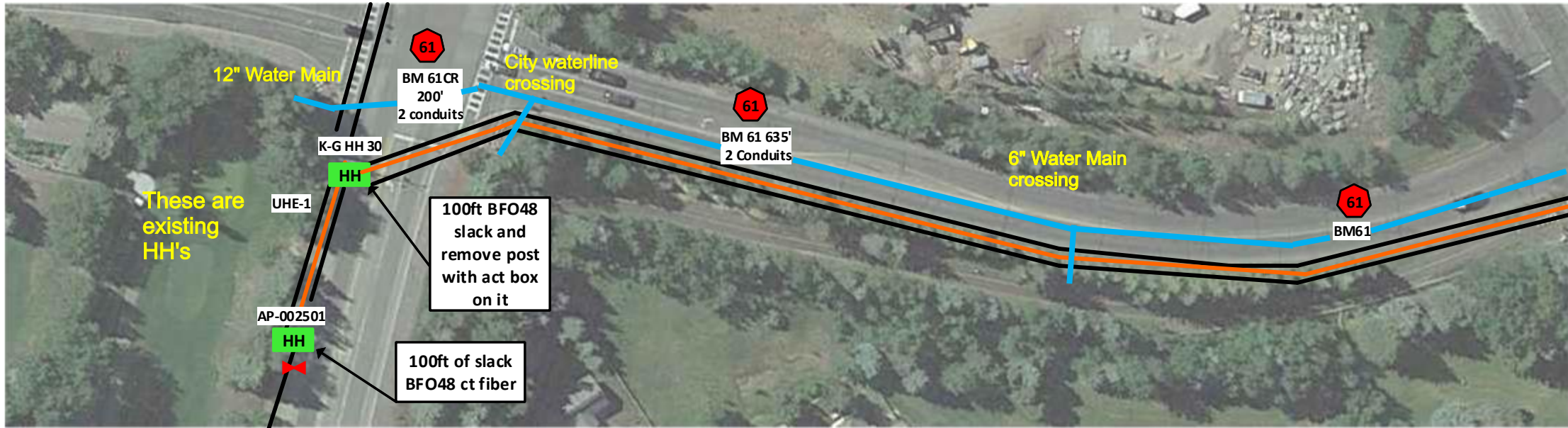
Fiber Specs: Single metallic armor, dry/dry (no gel) with fibers meeting the G652.D standard
 Conduit Specs: 1.25" HDPE SDR11 Pipe with "Syringa Networks" in print
 Designated conduit color: 1st Orange, 2nd Blue, 3rd Green, 4th Brown

Scope of Work

City of Ketchum Ketchum 43 688406, 114 371161(FB)

The work and compensation described shall be performed and paid in accordance with the Standard Terms and Conditions of the signed contract and any exhibits attached. This job is a fixed price contract. The Fixed price shall include all supervision, material, labor, equipment, tools, permit preparation, traffic control, as-built preparation, and all other expenses necessary to complete the job in its entirety as depicted in the construction document. The Scope of Work and Units are provided to the bidder as a courtesy only. It is the bidder's responsibility to review the project and to include in their price all items necessary to complete this project.

- Place 700' of 48 ct. fiber in a coil as slack as per staking sheets (BFO 12)
- Place 2,223' of 48 ct. fiber in an existing conduit as per staking sheets (BFO 12 IE)
- Blow 108' of 48 ct. fiber in an existing conduit with existing fiber as per staking sheets (BFO 12 IE OB)
- Bore 1,855' making a 4" hole that holds up to 3 (three) 1.25" conduits as per staking sheets (BM 61)
- Bore 366' making a 4" hole in cobble rock that holds up to 3 (three) 1.25" conduits as per staking sheets (BM 61 CR)
- Place 2,223' of 2 (two) vacant 1.25" conduits as per staking sheets (UD (2) (1.25))
- ~~• Place 1 (one) route marker as per staking sheets (BM 53)~~
- ~~• Set and bond 2 (two) locate post as per staking sheets (LP 3)~~
- Place 3 (three) 30"x48"x36" composite vaults with Syringa Networks on the lid as per staking sheets (UH Type 3)
- Enter 1 (one) existing hand hole as per staking sheets (UHE)
- Complete Building Entrance as per guide drawing on staking sheets (BM 21 Min)
- All permitting is the Contractors responsibility.
- o All permitting requirements for Permits, provided by Syringa Networks or the Contractor, are the Contractor's responsibility to adhere to at their cost.
- Contractor is to provide As Built staking sheets within two weeks of completion of construction.
- See attached Staking Sheets and guide drawings.



- Maintain a six (6) foot separation (horizontal) from all water/sewer mains where practical
- Maintain a minimum of four (4) foot separation under water/sewer mains
- Maintain minimum of two (2) foot separation over/under water/sewer mains & laterals (Including service lines)
- Maintain minimum of one (1) foot separation from all other Utilities/Structures
- Contractor shall pothole all known utilities prior to construction to determine depth of utilities/structures to obtain a more accurate running line depth.



State: Idaho
 County: blaine
 Township:
 Range:

Note: All stationing shown is assumed, based on field measurements.

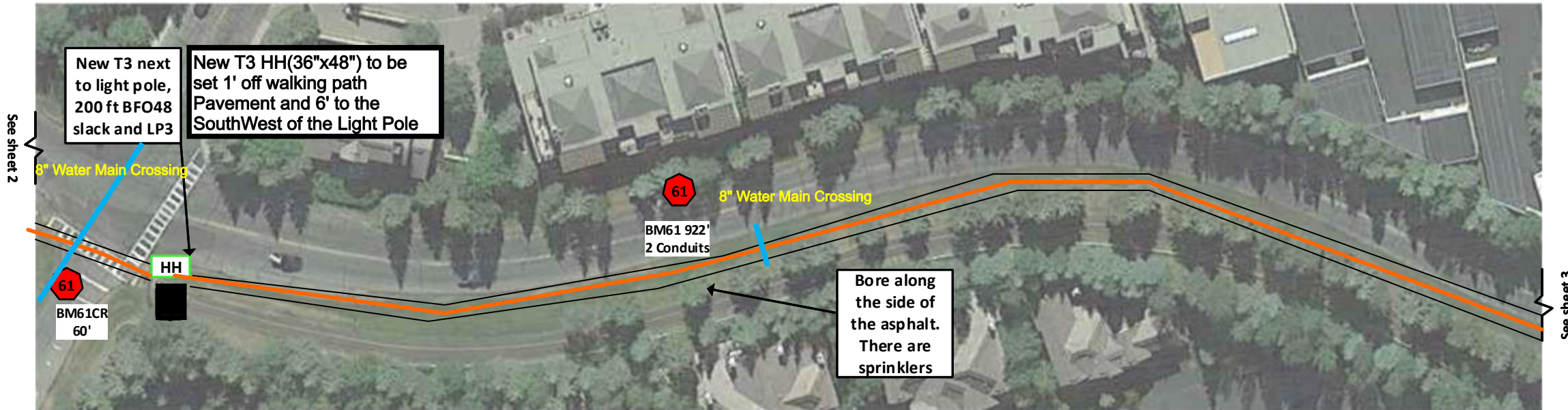
REF	BHF	Fiber Duct	Footage	BM	HBFO	HO	Remarks	As Staked			
AP-002501	WBHF	BFO 48	100				Splice Point				
		BFO IE OB	108								
K-G HH30	UHE	BFO 48	100	UHE	1		Slack in HH	Revised:	AB	Date	08/25/20
		UD 2(1.25)	835	61CR	200			Staked By:	DH	Date	8/28/2020
		BFO IE	835	61	635			Plowed By:		Date	
				BM53	1			Inspected By:		Date	
								As-Built by:		Date	
								Syringa Networks PH: 208-229-6100			
								12301 W Explorer Dr. Boise, ID. 83713			

Permittee: State of Idaho, City of Ketchum

Route: MT#160634 Sheet 155

Verification of all utilities is the contractors responsibility. Idaho Digline can be reached by dialing 811 or 800-342-1585, Idaho law requires a 48 hour notice prior to digging.

DRAWING NOT TO SCALE



- Maintain a six (6) foot separation (horizontal) from all water/sewer mains where practical
- Maintain a minimum of four (4) foot separation under water/sewer mains
- Maintain minimum of two (2) foot separation over/under water/sewer mains & laterals (Including service lines)
- Maintain minimum of one (1) foot separation from all other Utilities/Structures
- Contractor shall pothole all known utilities prior to construction to determine depth of utilities/structures to obtain a more accurate running line depth.



State: Idaho
 County: Ada
 Township:
 Range:

Note: All stationing shown is assumed, based on field measurements.

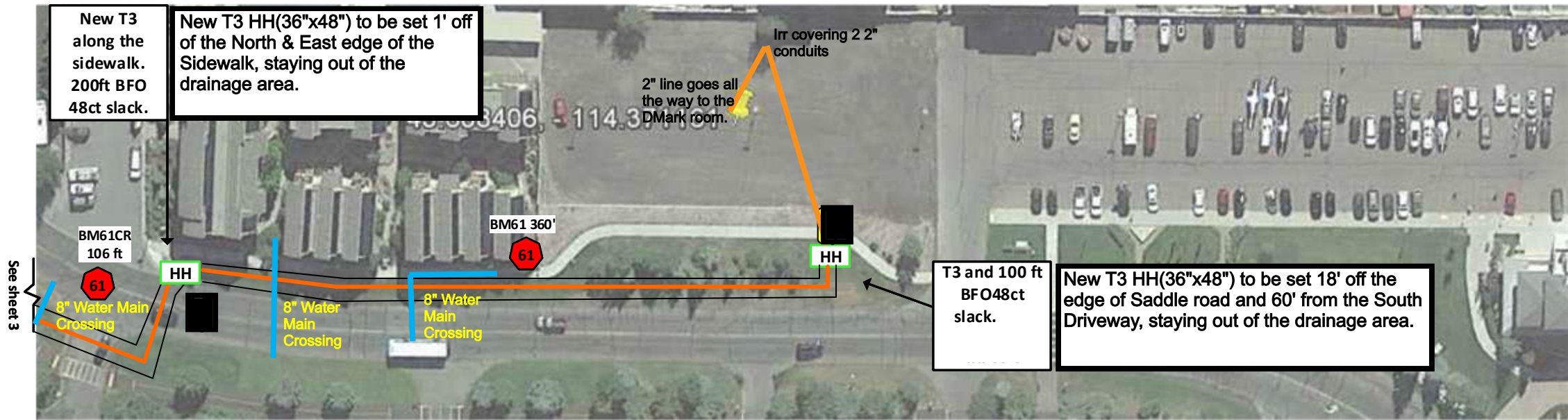
REF	BHF	Fiber Duct	Footage	BM	HBFO	HO	Remarks	As Staked			
NEW HH	T3	BFO 48	200				Slack in T3				
		UD 2(1.25)	922	61	860			Revised:	AB	Date	08/25/20
		BFO IE	922	61CR	60			Staked By:	DH	Date	8/28/2020
								Plowed By:		Date	
								Inspected By:		Date	
								As-Built by:		Date	
								Syringa Networks PH: 208-229-6100			
								12301 W Explorer Dr. Boise, ID. 83713			

Permittee: State of Idaho, City of Ketchum

Route: MT#160634 Sheet 157

Verification of all utilities is the contractors responsibility. Idaho Digline can be reached by dialing 811 or 800-342-1585, Idaho law requires a 48 hour notice prior to digging.

DRAWING NOT TO SCALE



- Maintain a six (6) foot separation (horizontal) from all water/sewer mains where practical
- Maintain a minimum of four (4) foot separation under water/sewer mains
- Maintain minimum of two (2) foot separation over/under water/sewer mains & laterals (Including service lines)
- Maintain minimum of one (1) foot separation from all other Utilities/Structures
- Contractor shall pothole all known utilities prior to construction to determine depth of utilities/structures to obtain a more accurate running line depth.



State: Idaho
 County: Ada
 Township:
 Range:

Note: All stationing shown is assumed, based on field measurements.

REF	BHF	Fiber Duct	Footage	BM	HBFO	HO	Remarks	As Staked			
New HH	T3	BFO 48	200				Slack in T3				
		UD 1(1.25)	466	61 360							
		BFO IE 48	466	61CR 106				Revised:	AB	Date	08/25/20
New HH	T3	BFO 48	100				Splice Point	Staked By:	DH	Date	8/28/2020
		BFO IE 12(1.25)	100					Plowed By:		Date	
	IRR	BFO 12	50					Inspected By:		Date	
		BFO IE 12(1.25)	80					As-Built by:		Date	
								Syringa Networks PH: 208-229-6100			
								12301 W Explorer Dr. Boise, ID. 83713			

Permittee: State of Idaho, City of Ketchum

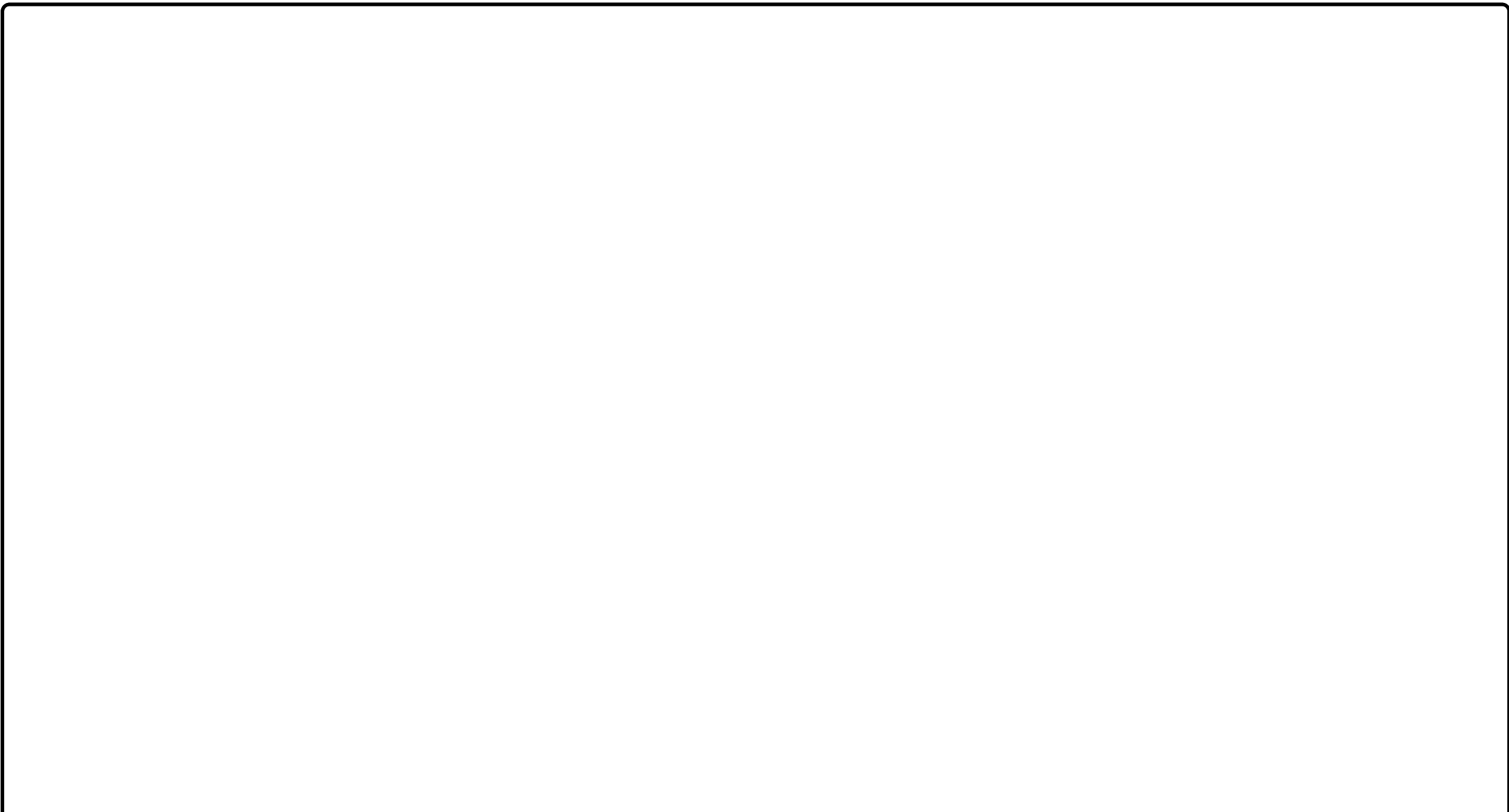
Route: MT#160634

Sheet

159

Verification of all utilities is the contractors responsibility. Idaho Digline can be reached by dialing 811 or 800-342-1585, Idaho law requires a 48 hour notice prior to digging.

DRAWING NOT TO SCALE



	ROUTE Route Name	DESCRIPTION BM 21	BM21 BUILDING ACCESS CONTACT Contact Name & Number	DRAWN BY Name	REVISED 4-30-12	VERSION 1	PAGE 161
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City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20687 with Century Link for placement of communications infrastructure in the City Right-of-Way

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20687 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20687 with Century Link."

The reasons for the recommendation are as follows:

- The encroachment is necessary to provide communication services to 600 Sun Valley Road.
- The encroachment will have no impact on pedestrian or public access.

Introduction and History

CenturyLink would like to place 44 ft on new fiber and 1.25" conduit within the City's right-of-way of Sun Valley Road at 600 Sun Valley Road. Additional work will be performed as part of the project but will occur private property.

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

Analysis

Staff has reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed encroachments were determined not to impact public access or maintenance.

Financial Impact

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

Attachments:

Encroachment Agreement 20687

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20687

THIS AGREEMENT, made and entered into this ____ day of ____, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing CENTURY LINK, (collectively referred to as "Owner"), whose address is 6074 N Discovery Way #125, Boise, ID 83713.

RECITALS

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

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

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install communications infrastructure identified in Exhibit "A" within the public right of way on Sun Valley Road, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

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

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

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

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

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

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

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

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

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

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

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

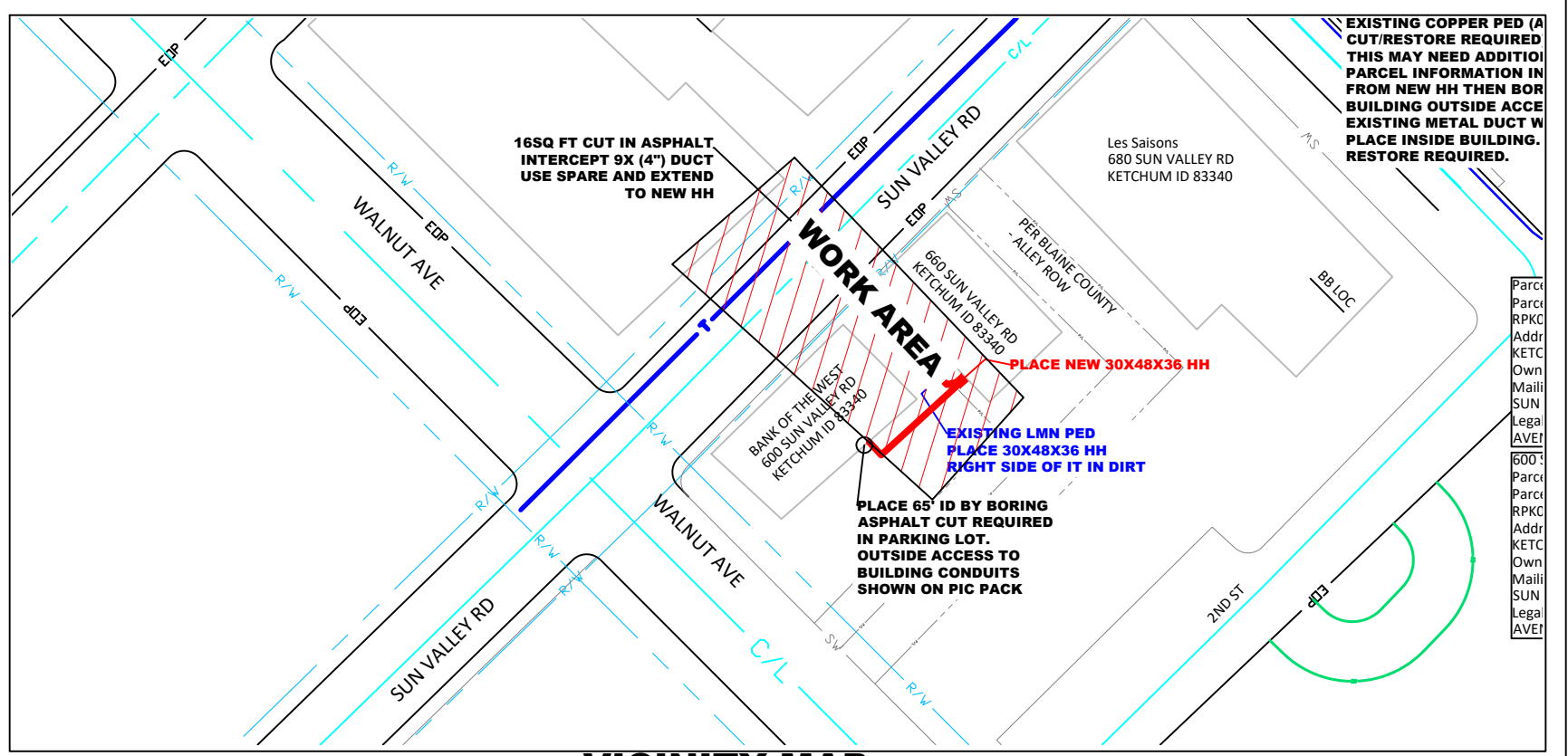
12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

EXHIBIT "A"

LEGEND SHEET

SYMBOLOLOGY

CENTERLINES	— C/L	⊙	BRASS CAP	—	CATCH BASIN
MONUMENT LINE	— M/L	⊙	STREET SIGN	—	CULVERT
PROPERTY LINE	— P/L	⊙	TREE	—	IRRIGATION CONTROL VALVE
RIGHT OF WAY	— R/W	⊙	BUSH	—	IRRIGATION MANHOLE
PUE	— PUE	⊙	CACTUS	—	WATER MANHOLE
MATCHLINE	—	⊙	UTILITY CABINET	—	SEWER MANHOLE
RAILROAD	—	⊙	POWER POLE	—	STORM DRAIN MANHOLE
CATV LINE	—	⊙	WOOD POWER POLE	—	GAS MANHOLE
ELECTRIC	—	⊙	PROPOSED ANCHOR	—	TELCO MANHOLE
OVERHEAD ELECTRIC	—	⊙	TRAFFIC LIGHT POLE	—	CATV MANHOLE
OVERHEAD T & E	—	⊙	STREET LIGHT	—	GAS VALVE
GAS	—	⊙	STEEL POWER POLE	—	GAS METER
PETROLEUM	—	⊙	WOOD TRANSMISSION POLE	—	ELECTRIC METER
IRRIGATION	—	⊙	STEEL TRANSMISSION POLE	—	ELECTRIC VAULT/PULLBOX
RWCD IRRIGATION PIPE	—	⊙	JUNCTION BOX	—	TEL MANHOLE EXISTING
SEWER	—	⊙	UTILITY VAULT/HAND HOLE	—	TEL MANHOLE NEW
STORM DRAIN	—	⊙	GROUND TRANSFORMER	—	TELCO HANDHOLE EXISTING
TELEPHONE	—	⊙	CATV POWER SUPPLY	—	TELCO HANDHOLE NEW
JOINT TRENCH TELCO/ELEC	—	⊙	CATV PEDESTAL	—	4"x4' BOREPIT
AERIAL UTILITY (FIBER OPTIC)	—	⊙	TELCO PEDESTAL	—	SAI EXISTING
BURIED UTILITY (FIBER OPTIC)	—	⊙	POWER PED EXISTING	—	SAI NEW
ABN TELCO	—	⊙	POWER PED NEW	—	RT EXISTING
WATER	—	⊙	WATER METER	—	RT NEW
RECLAIMED WATER	—	⊙	WATER VALVE	—	TELCO REPEATER NEW
FENCE	—	⊙	FIRE HYDRANT	—	TELCO REPEATER EXISTING
WALL	—	⊙	BACK FLOW PREVENTER	—	COOLPED NEW
CITY LIMITS	—	⊙	PROPOSED RISER	—	COOLPED EXISTING
TRAFFIC SIGNAL	—	⊙	PROPOSED DG TO FOREIGN ANCHOR	—	PROPOSED AERIAL FIBER SLACK LOOP
STREET LIGHT	—	⊙	TRENCH FTG	—	BORE FTG
BORE	—	⊙	ASPHALT CUT FTG	—	SLACK LOOP FTG
ASPHALT CUT & RESTORE	—	⊙			
TRENCH	—	⊙			



VICINITY MAP

CONSTRUCTION NOTES:

- UTILITY LOCATE 72 HOURS PRIOR TO TRENCHING OR DIGGING
- THE EXISTENCE AND LOCATION ON ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PRINTS WERE OBTAINED BY FIELD INSPECTION AND/OR A SEARCH OF AVAILABLE COUNTY RECORDS. THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE DIFFERENT THAN SHOW. CONTRACTOR IS REQUIRE TO VERIFY PRIOR TO EXCAVATION.
- FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK ARE PROTECTION AS REQUIRED, AND USE ALL SAFETY PROJECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
- ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
 - PROVIDE ALL PITS WITH 1'x1' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
 - EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR FROM EDGE OF PIT OR TRENCH.
 - BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
 - FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
- TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS AND CLOUDS. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).
- ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
- NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
- ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
- BOND BURIED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
- AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
- ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
- EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
- THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.

RIGHT OF WAY NOTES:

RIGHT OF WAY LINES DEPICTED HAVE BEEN RESEARCHED USING SOME OR ALL OF THE FOLLOWING RESOURCES/METHODS:
 REFERRING TO RECORDED SURVEYS AND COUNTY PARCEL MAP, SEARCHING FOR PROPERTY CORNER PINS, SEARCHING FOR CENTERLINE MONUMENTS, AND GEOGRAPHICAL OBSERVATION (FENCES, UTILITY LOCATIONS, CHANGES IN LANDSCAPING, ETC.)
 DISCLAIMER: ABSOLUTE RIGHT OF WAY LINES LOCATION MUST BE OBTAINED VIA PROFESSIONAL LAND SURVEY (WHEN NECESSARY).

AERIAL CONSTRUCTION NOTES:

- MAINTAIN 40" BELOW LOWEST POWER ATTACHMENTS (TYPICALLY NEUTRAL).
- MAINTAIN 30" BELOW NEUTRAL AT MID SPAN.
- CANNOT USE POWER ANCHORS ON ANY CORNER POLE WITH OVER 6' OF ANGLE.
- MAINTAIN 15'-6" MID-SPAN CLEARANCE TO GRADE/ROAD MINIMUM.
- SIX FOOT SPACING (MINIMUM) BETWEEN PROPOSED CTL ANCHOR AND EXISTING POWER ANCHORS.

KETCHUM CITY PERMIT REQUIRED

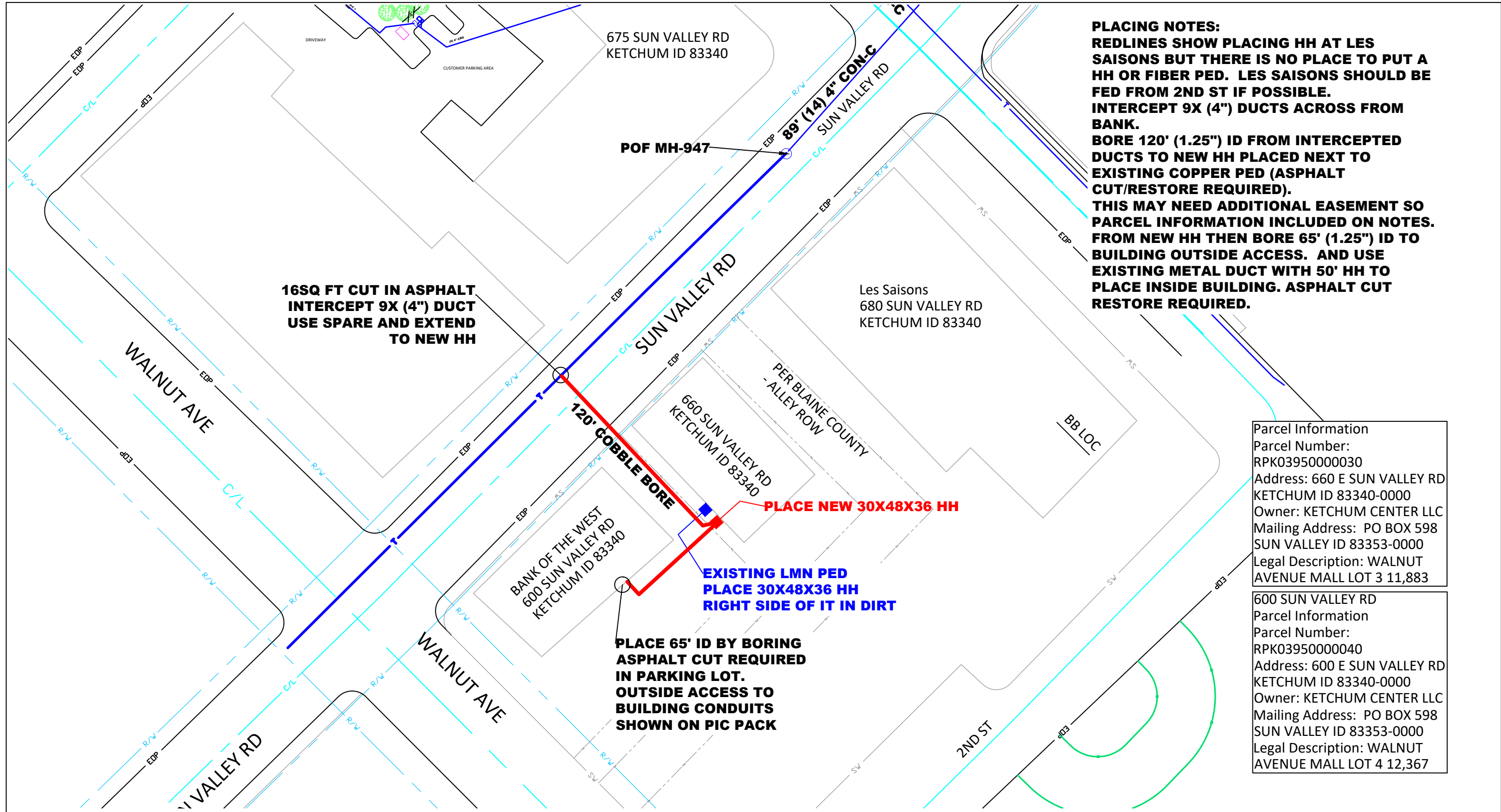
REVISIONS	
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ECD: 9/14/2021

GEO: 360231 **SCOPE OF WORK: FIBER ENTRANCE TO CUSTOMER**
TAX: 06000 **BANK OF THE WEST, 600 SUN VALLEY RD,**
BLAINE COUNTY **KETCHUM ID, 83340/ CLLI: KTCHIDAJ**

ISSUE: 1 EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.
 WC CLLI: **KTCHIDMA**

FW PROJECT	WFMT PROJECT:	COMMUNITY NAME	ENGINEERING CONTACT	CONTRACT ENGINEER	CONSTRUCTION COORDINATOR	SPlicing COORDINATOR	SECTION:	DESC: PL - 0715-2198744 -600 SUN VALLEY RD		
N.892594	S.2857137	NAME: KETCHUM CITY: KETCHUM	NAME: TENILLE SORENSON PHONE: 208-646-3600	NAME: K HADLEY COMPANY: MTN LTD	NAME: JEFF DUNN PHONE: 208-736-0906	NAME: RICK PERKINS PHONE: 208-733-0265	TOWNSHIP: 4N	EXCH KEY: 208-726	REM KEY: 3324	SHEET: 1 OF 2
							RANGE: 18E	SCALE: NTS	DATE: 8/4/21	



PLACING NOTES:
REDLINES SHOW PLACING HH AT LES SAISONS BUT THERE IS NO PLACE TO PUT A HH OR FIBER PED. LES SAISONS SHOULD BE FED FROM 2ND ST IF POSSIBLE. INTERCEPT 9X (4") DUCTS ACROSS FROM BANK.
BORE 120' (1.25") ID FROM INTERCEPTED DUCTS TO NEW HH PLACED NEXT TO EXISTING COPPER PED (ASPHALT CUT/RESTORE REQUIRED).
THIS MAY NEED ADDITIONAL EASEMENT SO PARCEL INFORMATION INCLUDED ON NOTES. FROM NEW HH THEN BORE 65' (1.25") ID TO BUILDING OUTSIDE ACCESS. AND USE EXISTING METAL DUCT WITH 50' HH TO PLACE INSIDE BUILDING. ASPHALT CUT RESTORE REQUIRED.

Parcel Information
 Parcel Number:
 RPK03950000030
 Address: 660 E SUN VALLEY RD
 KETCHUM ID 83340-0000
 Owner: KETCHUM CENTER LLC
 Mailing Address: PO BOX 598
 SUN VALLEY ID 83353-0000
 Legal Description: WALNUT AVENUE MALL LOT 3 11,883

600 SUN VALLEY RD
 Parcel Information
 Parcel Number:
 RPK03950000040
 Address: 600 E SUN VALLEY RD
 KETCHUM ID 83340-0000
 Owner: KETCHUM CENTER LLC
 Mailing Address: PO BOX 598
 SUN VALLEY ID 83353-0000
 Legal Description: WALNUT AVENUE MALL LOT 4 12,367

GEO: 360231 TAX: 06000 TPR: 210321		SCOPE OF WORK: FIBER ENTRANCE TO CUSTOMER SITE/ WELLS FARGO, 411 N MAIN, KETCHUM ID, 83340/ CLLI: KTCHIDBP			<table border="1"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0</td> </tr> <tr> <td>#</td> <td>\$</td> </tr> <tr> <td>%</td> <td>~</td> </tr> </tbody> </table>		REVISIONS		DATE	DESCRIPTION	1	0	#	\$	%	~	ECD: 9/14/2021		
REVISIONS																			
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FW PROJECT N.892594		WFMT PROJECT: S.2857137		COMMUNITY NAME NAME: KETCHUM CITY: KETCHUM		ENGINEERING CONTACT NAME: TENILLE SORENSON PHONE: 208-646-3600		CONTRACT ENGINEER NAME: K HADLEY COMPANY: MTN LTD		CONSTRUCTION COORDINATOR NAME: JEFF DUNN PHONE: 208-733-0906		SPlicing COORDINATOR NAME: RICK PERKINS PHONE: 208-733-0265		ISSUE: 1 WC CLLI: KTCHIDMA SECTION: 18 TOWNSHIP: 4N RANGE: 18E		EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION. DESC: PL - 0715-2198744 - 600 SUN VALLEY RD EXCH KEY: 208-726 REM KEY: 3324 SCALE: NTS DATE: 8/4/21		SHEET: 2 OF 2	



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20693 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20693 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20693 with Cox Communications."

The reasons for the recommendation are as follows:

- The encroachment is necessary to provide communication services to 660 1st Avenue and 100 7th Street
- The encroachment will have no impact on pedestrian or public access.

Introduction and History

Cox Communications would like to install approximately 60 ft. of new coaxial cable and 2" conduit within the alley right-of-way in east of 1st Avenue between 6th and 7th Street.

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

Analysis

Staff has reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed encroachments were determined not to impact public access or maintenance.

Financial Impact

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

Attachments:

Encroachment Agreement 20693

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20693

THIS AGREEMENT, made and entered into this ____ day of ____, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing Cox Communications, (collectively referred to as "Owner"), whose address is 3031 N 120th St., Omaha, NE 68164.

RECITALS

WHEREAS, Owner wishes to permit placement of an existing pedestal and new underground telecommunications improvements in the alley right-of-way east of 1st Avenue. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit "A" within the public alley right of way east of 1st Avenue, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.
4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

COX COMMUNICATIONS

660 1ST AVE PROJECT
FALL 2021

CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN APPROXIMATE WAY. A SITE SURVEY OF EXISTING UTILITIES WAS NOT CONDUCTED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL GIDLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE DRY UTILITY FACILITIES IMPACTS AND JOINT TRENCH CONSTRUCTION (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-4958. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING:** AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B). SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805. ASPHALT REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 3.
- ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL CONCRETE WORK SHALL CONFORM TO ISPCW SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. CONCRETE REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 7.
- ALL TRENCHING SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 12. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. REPAIR AND REPLACE IN KIND ALL EXISTING FEATURE OR IMPROVEMENTS DAMAGED DURING CONSTRUCTION, INCLUDING LANDSCAPE AND IRRIGATION. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.
- CONTRACTOR SHALL RESTRICT ALL CONSTRUCTION ACTIVITIES TO WITHIN EXISTING EASEMENTS AND RIGHT-OF-WAY.
- CONTRACTOR SHALL COMPLETE A CONSTRUCTION MANAGEMENT PLAN CONSISTENT WITH CITY OF KETCHUM STANDARDS.

GENERAL NOTES

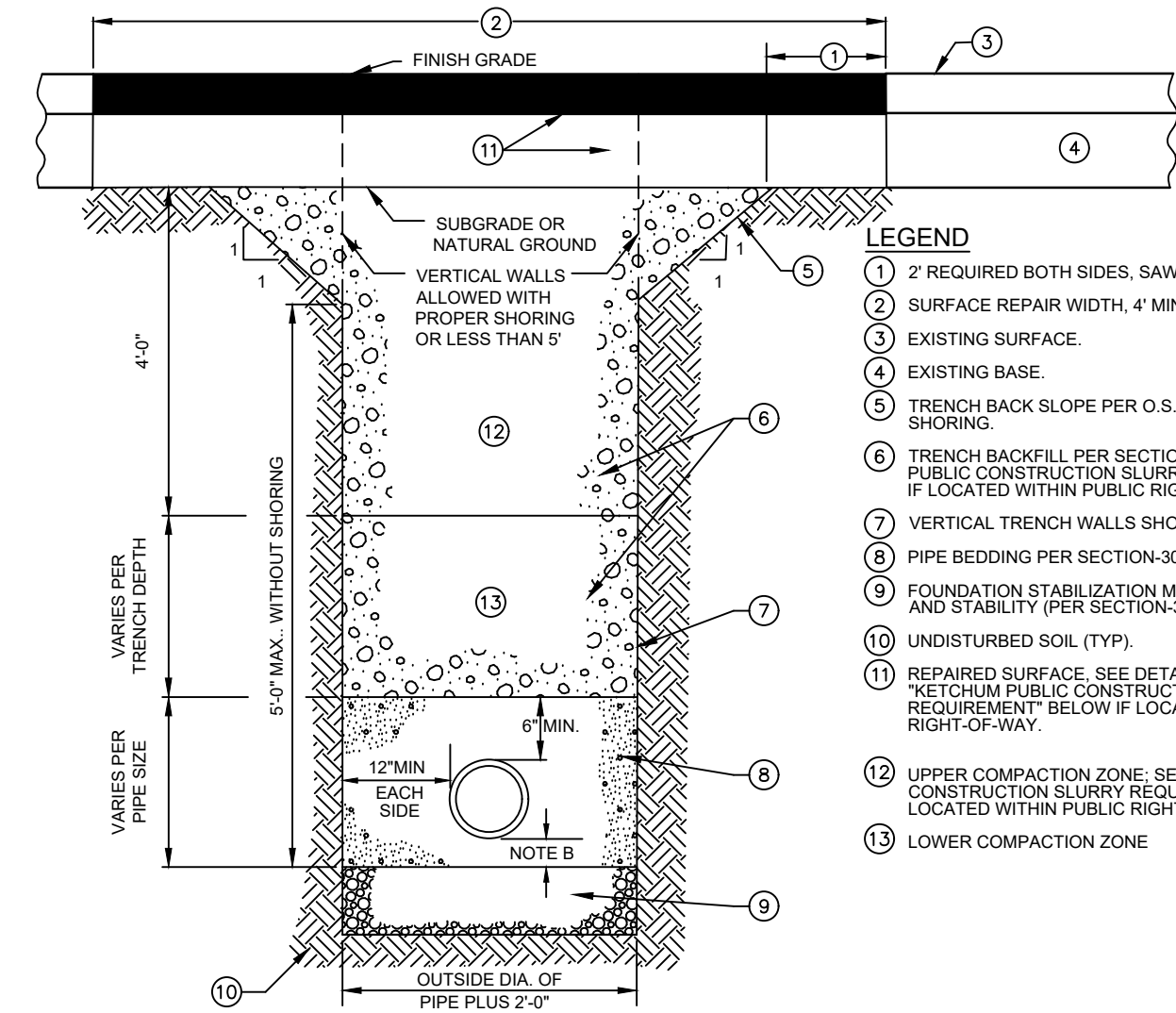
- THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH THE PROPOSED EXTENTS OF THE NEW COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PEDESTAL LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED JULY 19, 2021. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS.
- RIGHT-OF-WAY INFORMATION SHOWN HEREON IS APPROXIMATE PER BLAINE COUNTY GIS.
- SUB-SURFACE POWER, WATER, AND SEWER LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS.
- GALENA ENGINEERING INC. HAS NOT RECEIVED A TITLE POLICY FROM THE CLIENT AND HAS NOT BEEN REQUESTED TO OBTAIN ONE. RELEVANT INFORMATION THAT MAY BE CONTAINED WITHIN A TITLE POLICY MAY THEREFORE NOT APPEAR ON THIS MAP AND MAY AFFECT ITEMS SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CLIENT TO DETERMINE THE SIGNIFICANCE OF THE TITLE POLICY INFORMATION AND DETERMINE WHETHER IT SHOULD BE INCLUDED. IF THE CLIENT DESIRES FOR THE INFORMATION TO BE INCLUDED THEY MUST FURNISH SAID INFORMATION TO GALENA ENGINEERING, INC. AND REQUEST IT BE ADDED TO THIS MAP.
- TEMPERATURES FOR PAVING AND PATCH BACK MUST BE 40 DEGREES AND RISING.
- IF THERE IS A MATERIAL CHANGE FROM APPROVED DRAWINGS, PROVIDE AS-BUILT DRAWINGS TO CITY WHEN COMPLETED FOR CITY RECORDS.
- CONSTRUCTION REQUIRED TO MEET APPLICABLE CITY OF KETCHUM'S CONSTRUCTION ACTIVITY STANDARDS INCLUDING:
 - PUBLIC NOTICING
 - DUST, MUD, SAND, AND GRAVEL CONTROL ON ALL STREETS
 - TEMPORARY RESTROOMS
 - THE SITE SHALL BE KEPT IN A CLEAN AND ORDERLY CONDITION.
 - TRASH SHALL BE PICKED UP ON THE SITE AND SURROUNDING AREAS ON A DAILY BASIS, AND MATERIALS SHALL BE STORED IN NEAT TIDY PILES.
- STAGING LOCATION MUST BE COORDINATED WITH THE CITY OF KETCHUM.
- CONSTRUCTION HOURS ARE BETWEEN 7:30 AM TO 7:00 PM ON WEEKDAYS AND SATURDAYS. NO CONSTRUCTION IS PERMITTED ON SUNDAYS OR MAJOR HOLIDAYS.

CITY OF KETCHUM- WATER DEPARTMENT NOTE

NO LESS THAN 6 FT OF SEPARATION FROM ALL UTILITY INFRASTRUCTURE, BOTH WATER AND SEWER, IS REQUIRED. 6 FT IS THE DISTANCE REQUIRED FOR BANK LAYBACK NEAR ANY LINES. CONTRACTOR SHALL CONFIRM SEPARATIONS.

CITY OF KETCHUM- STREET DEPARTMENT NOTES

- MAY 1ST STARTING DATE IS WEATHER DEPENDENT.
- DIG PERMIT IS REQUIRED WHICH WILL REQUIRE DETAILED TRAFFIC CONTROL PLAN.
- SIZE OF PROJECT REQUIRES INCREASED BOND AMOUNT (TO BE DETERMINED). PLEASE PROVIDE A COST ESTIMATE OF STREET REPAIRS REQUIRED FOR PROJECT.
- PUBLIC NOTICE ANNOUNCEMENT IN MOUNTAIN EXPRESS AS WELL AS DOOR KNOCKERS TO THOSE IMPACTED ARE REQUIRED AT LEAST THREE DAYS IN ADVANCE.
- CONTRACTOR NEEDS TO BE ON JOB DAILY UNTIL COMPLETE (WEEKENDS AND HOLIDAYS EXCLUDED).
- FLAGGERS WILL BE REQUIRED AT RESIDENTIAL AND BUSINESS ENTRANCES AS NEEDED. THIS WILL NEED TO BE ADDRESSED ON DETAILED TRAFFIC CONTROL PLAN.
- KEEP ONE LANE OPEN ALWAYS UNLESS FULL CLOSURE IS NECESSARY (ACCESS FOR RESIDENTIAL AND BUSINESSES MUST BE MAINTAINED).
- KEEP TRENCHING CUTS STRAIGHT AND NEAT.
- ALL ASPHALT CUTS TO BE SAWCUT AND TWO FEET BACK FROM THE DEEPEST UNDERMINE.
- CONTRACTOR WILL NOT TRENCH MORE THAN CAN BE SLURRIED AND BACKFILLED PER DAY.
- NO HOLES OPEN OVERNIGHT MORE THAN ONE FOOT DEEP (UNLESS PLATED OR BARRICADED PER THE MUTCD).
- CONTRACTOR IS REQUIRED TO KEEP STREETS CLEAN FROM ROCKS, DIRT, MUD, ETC. DAILY (SWEEP).
- STREET DEPARTMENT MUST BE CALLED FOR INSPECTION BEFORE BACK FILL, SLURRY, AND ASPHALT.
- KEEP ASPHALT CUT JOINTS OUT OF WHEEL LANES IF POSSIBLE.



- ### LEGEND
- 2 REQUIRED BOTH SIDES, SAWCUT REQUIRED.
 - SURFACE REPAIR WIDTH, 4" MINIMUM. SEE NOTE 5.
 - EXISTING SURFACE.
 - EXISTING BASE.
 - TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
 - TRENCH BACKFILL PER SECTION-306, OR SEE KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT BELOW IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - VERTICAL TRENCH WALLS SHORING PER O.S.H.A.
 - PIPE BEDDING PER SECTION-306 (SEE SD-302)
 - FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
 - UNDISTURBED SOIL (TYP).
 - REPAIRED SURFACE. SEE DETAIL 2 THIS SHEET. SEE KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT BELOW IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - UPPER COMPACTION ZONE. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" BELOW IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - LOWER COMPACTION ZONE.

KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

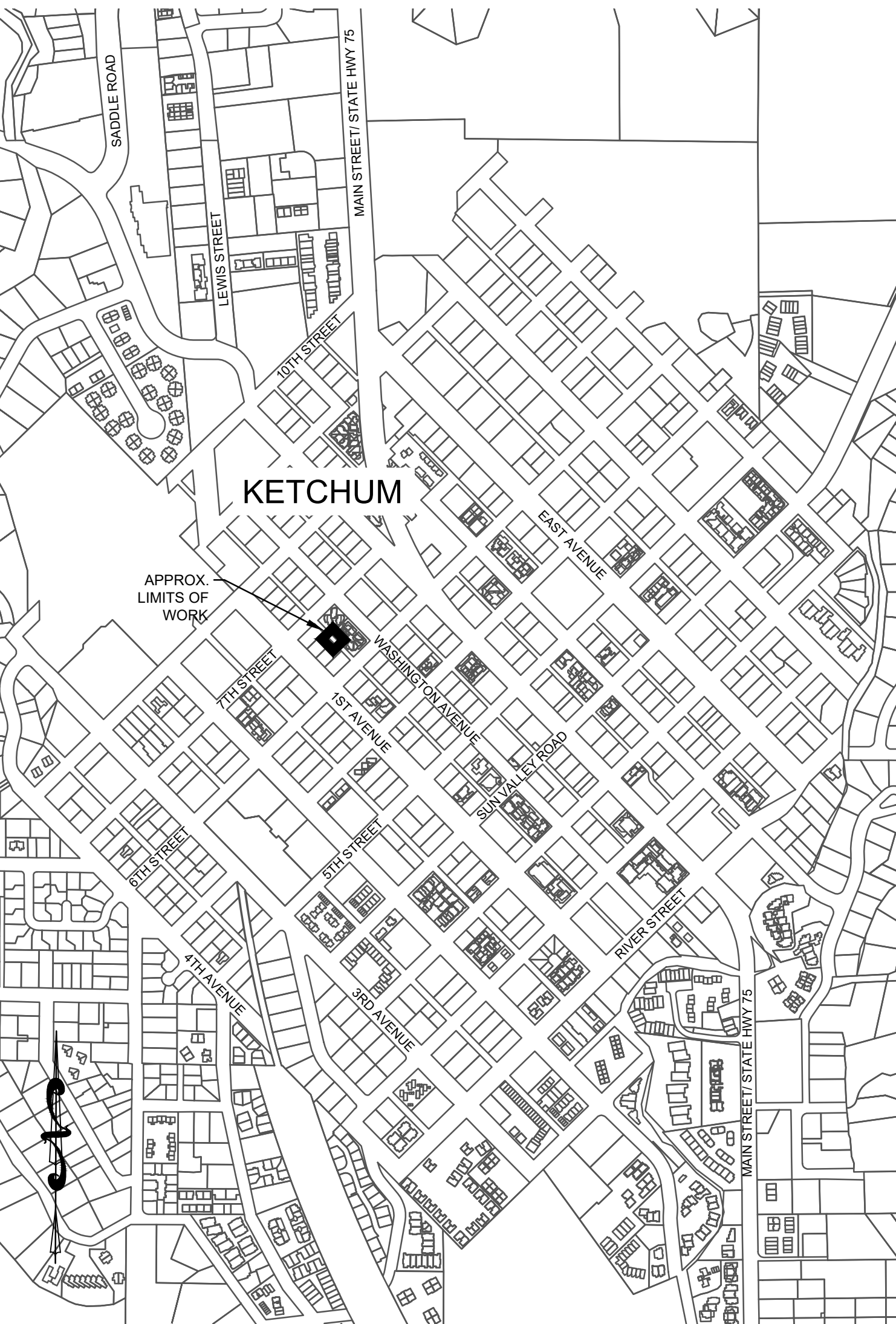
COARSE AGGREGATE (3/4" MINUS)	2,600 LBS
SAND	900 LBS
PORTLAND CEMENT	94 LBS
WATER	11 GAL (MAX.)

WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTMIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

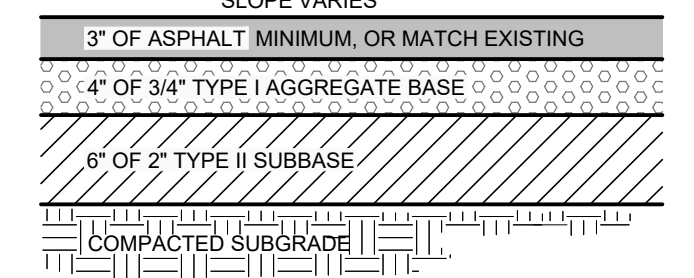
NOTES:

- TRENCH EXCAVATION PER SECTION-301.
- PIPE BEDDING PER SECTION-306.
- BACKFILL AND COMPACTION PER SECTION-306.
- SURFACE REPAIR AND BASE PER DETAIL 3.
- ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPCW SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 3/4" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
- IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.

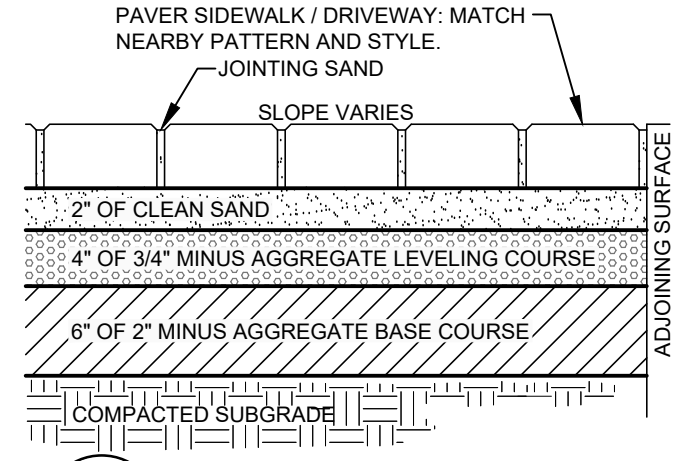


VICINITY MAP
SCALE: 1"=500'

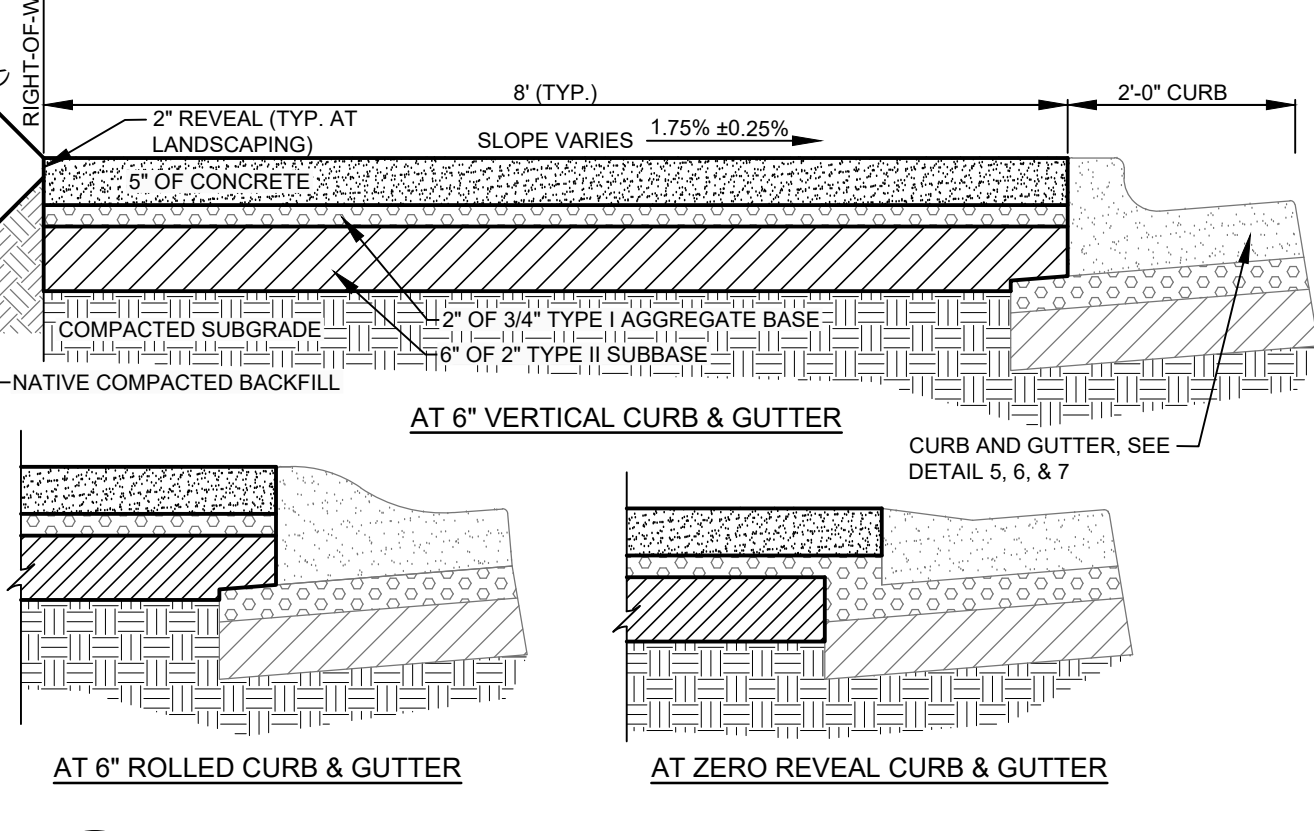
1
C1.0
TYPICAL STREET/ALLEY ASPHALT SECTION
CITY OF KETCHUM STANDARD DRAWING NO. 3
N.T.S.



2
C1.0
PAVER DETAIL
N.T.S.

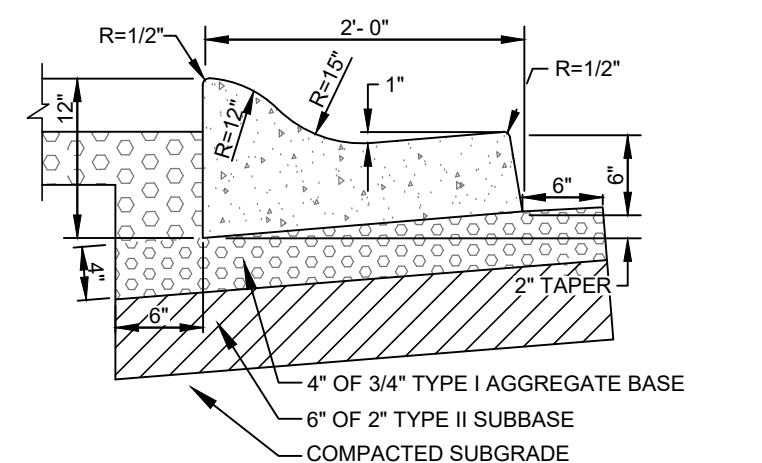


4
C1.0
CONCRETE SIDEWALK WITH CURB AND GUTTER
CITY OF KETCHUM STANDARD DRAWING NO. 7
N.T.S.

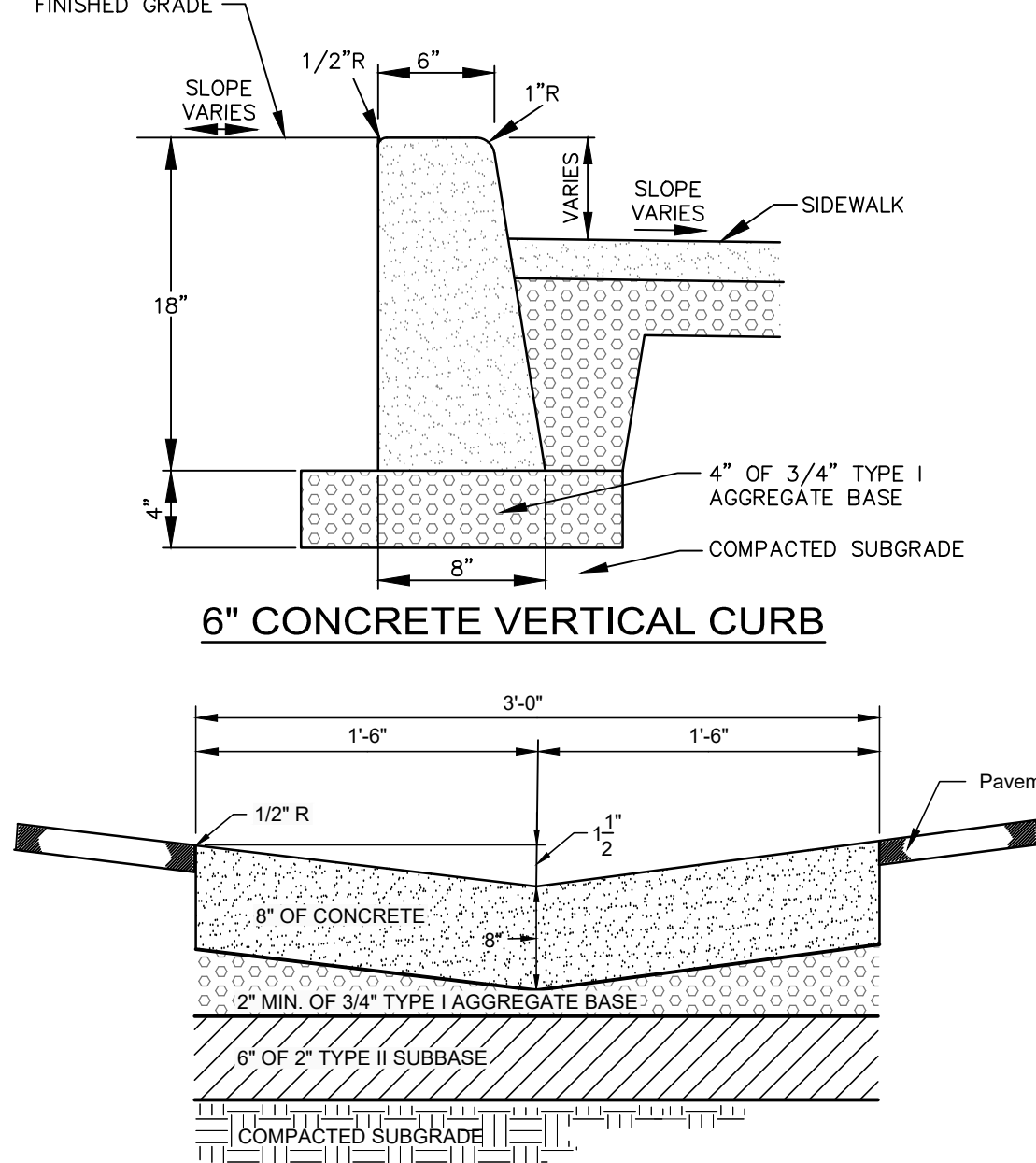


- ### NOTES:
- INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
 - 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE. PLACE 1/2" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
 - SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 3" WIDE, 3" IN DEPTH AND FINISHED AND EGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
 - WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
 - SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

5
C1.0
TYPICAL CURB AND GUTTER
CITY OF KETCHUM STANDARD DRAWING NO. 4
N.T.S.

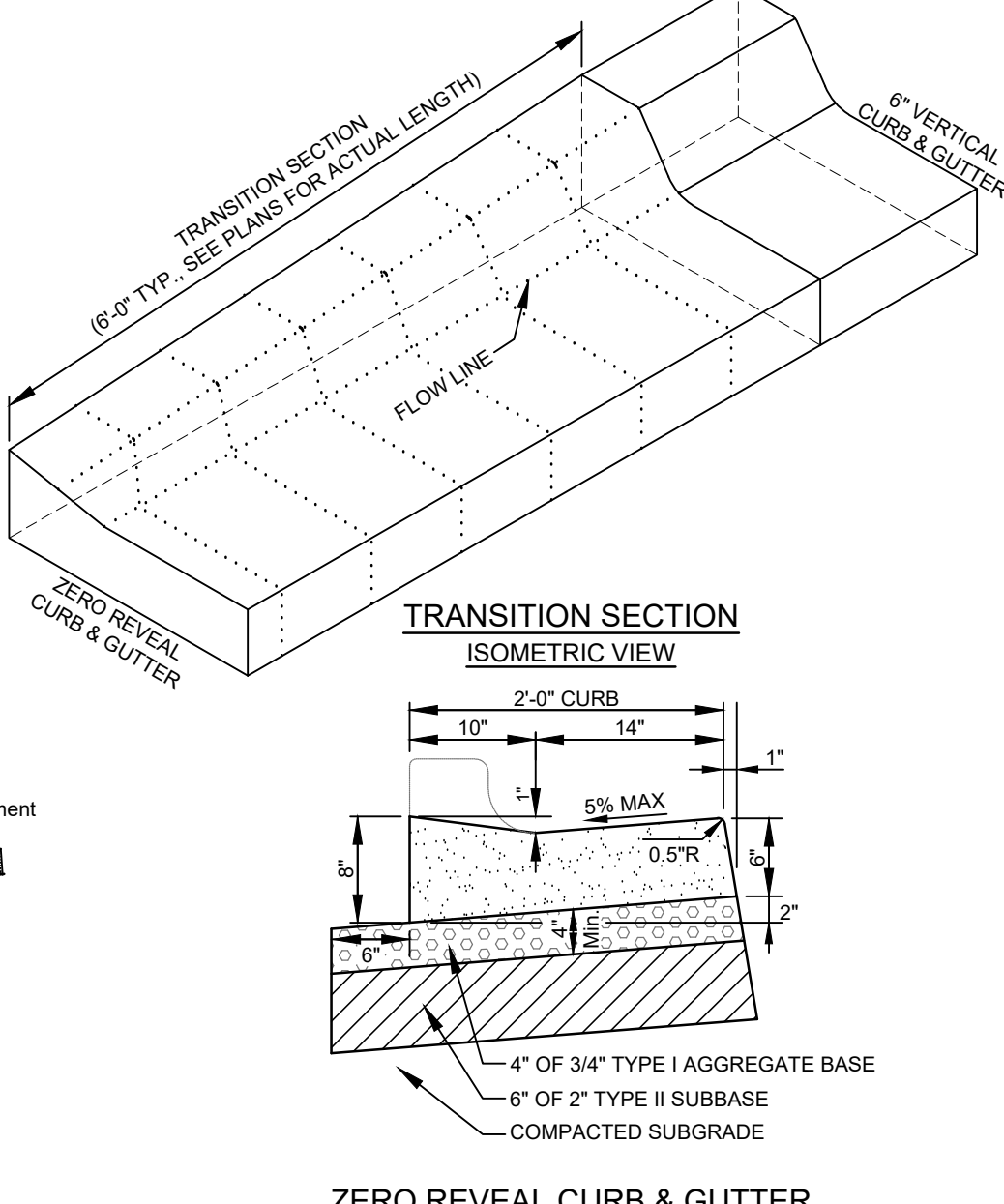


6
C1.0
TYPICAL CURB AND GUTTER
CITY OF KETCHUM STANDARD DRAWING NO. 5
N.T.S.



- ### NOTES:
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
 - CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FOOT MAXIMUM SPACING.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

7
C1.0
TYPICAL CURB TRANSITION
CITY OF KETCHUM STANDARD DRAWING NO. 6
N.T.S.



- ### NOTES:
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
 - CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FOOT MAXIMUM SPACING.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

COVER SHEET
COX COMMUNICATIONS: 660 1ST AVE
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR COX COMMUNICATIONS
 PROJECT INFORMATION
 PROJECT NO: 1652-059-0001
 COX PLANS: 660 1st Ave.dwg
 08/09/2021 12:38:25 PM
 ORIGINAL SIGNED BY
 SAMANTHA STAHLNECKER
 DATE ORIGINAL SIGNED:
 08/09/2021
 1768
 STATE OF IDAHO
 SAMANTHA STAHLNECKER
 LICENSED ENGINEER
 ORIGINAL ON FILE AT
 OFFICE OF GALENA
 ENGINEERING (HAILEY, ID)

DESIGNED BY
 FRM
 DRAWN BY
 SKS
 CHECKED BY
GALENA
ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Hailey, Idaho 83433
 (208) 768-1705
 email: galena@galena-engineering.com

PURPOSE: ISSUE FOR AGENCY REVIEW (08/09/2021)

NO.	DATE	BY	REVISIONS

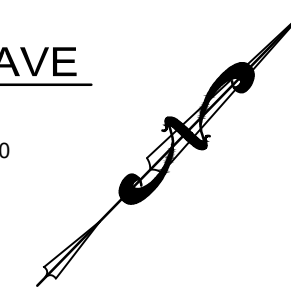
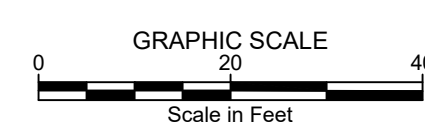
REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.



LEGEND

- PROPERTY LINE PER BLAINE COUNTY GIS
- EXISTING BURIED POWER LINE PER IDAHO POWER
- EXISTING POWER BOX
- EXISTING WATER MAIN
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING SEWER MAIN
- EXISTING SEWER MANHOLE
- EXISTING SEWER CLEANOUT
- PROPOSED COMMUNICATIONS LINE
- EXISTING COMMUNICATIONS LINE
- EXISTING COMMUNICATIONS PEDESTAL
- POTENTIAL DISTURBED AREA; MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS

PLAN VIEW: 660 1ST AVE



NOTES

1. SEE SHEET C1.0 FOR ADDITIONAL NOTES.
2. AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH.
3. AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.
4. THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH PROPOSED EXTENTS OF THE NEW JOINT TRENCH COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PEDESTAL LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED JULY 19, 2021. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS. SEE DETAILS 1-7, SHEET C1.0 FOR REPAIR DETAILS AS NECESSARY.
5. SUB-SURFACE POWER, WATER, AND SEWER LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS. COMMUNICATIONS UTILITY LOCATIONS ARE APPROXIMATE BASED UPON A MAP BY COX COMMUNICATIONS RECEIVED JULY 19, 2021.
6. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. CONTRACTOR SHALL REPAIR ALL IN-GROUND HEATING SYSTEMS IF DAMAGED AND COORDINATE WITH OWNER PRIOR TO CONSTRUCTION COMMENCEMENT. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.

PURPOSE: ISSUE FOR AGENCY REVIEW (08/09/2021)

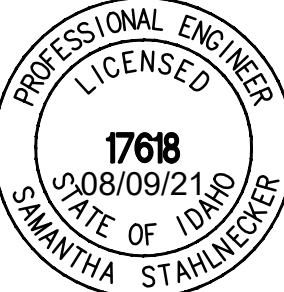
NO. DATE BY REVISIONS

C2.0

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83433
(208) 768-1705
email: galena@galena-engineering.com

DESIGNED BY
FRM
DRAWN BY
SKS
CHECKED BY

ORIGINAL ON FILE AT
OFFICE OF GALENA
ENGINEERING
(HAILEY, ID)



ORIGINAL SIGNED BY
SAMANTHA STAHLHECKER
DATE ORIGINAL SIGNED:
08/09/2021

PLAN SHEET
COX COMMUNICATIONS: 660 1ST AVE
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR COX COMMUNICATIONS

PROJECT INFORMATION
P:\subs\proj\660-2021\660-2021.dwg
CONSTRUCTION: 660-1st Ave.dwg
DATE: 08/09/21 2:58:25 PM



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Review and Approve the Westcliff Townhomes Floor Area Ratio (FAR) Exceedance Agreement (Contract #20691)

Recommendation and Summary

Staff is recommending the council approve and authorize the Mayor to sign the Westcliff Townhomes FAR Exceedance Agreement and adopt the following motion:

I move to approve and authorize the Mayor to sign the Westcliff Townhomes FAR Exceedance Agreement Contract #20691.

The reasons for the recommendation are as follows:

- Ketchum Municipal Code §17.124.040 encourages new development to include a reasonable supply of affordable and resident occupied housing for sale or rent to help meet the demand and needs for housing of the community's workforce.
- The Westcliff Townhomes is located at 110 Rember St within the General Residential-High Density (GR-H) zone district. Development within the GR-H zone district may be built to a permitted FAR of 0.5 and may be increased up to a maximum 1.4 FAR with an associated mitigation of impacts related to workforce housing.
- The City of Ketchum has instituted the adoption of Exceedance Agreements to memorialize increases above the permitted FAR and associated community housing contributions.
- The applicant agrees with these goals and proposes to provide a payment-in-lieu of \$156,128 for the 656 square feet of community housing in exchange for increased FAR as specified in Exhibit B of Contract #20691.

Introduction and History

The Westcliff Townhomes project received Design Review (File No. P21-019) approval from the Planning and Zoning Commission on April 27, 2021. The project also received approval for a Preliminary Plat (File No. P21-008) and Phased Subdivision Agreement (Contract #20699) from Ketchum City Council on May 17, 2021. All approvals reference the applicant's intent to make a payment-in-lieu of community housing. The Phased Subdivision Agreement noted the payment-in-lieu amount which is reflected in Exhibit B of the attached contract.

Analysis

The Design Review approval included 13 conditions of approval, including a condition #3 that states:

"Prior to issuance of a building permit for the project, the Ketchum city Council shall review and approve a FAR Exceedance Agreement addressing the square footage above the permitted 0.5 Floor Area Ratio and memorializing the associate community housing contribution"

The applicant submitted a building permit application currently under review by all city departments. Staff verified all square footages and payment-in-lieu calculations based on the building permit application materials.

Sustainability

The Ketchum Sustainability Action Plan – 2020 focuses on initiatives related to energy, water, and waste. The City of Ketchum has adopted Green Building standards in addition to the International Energy Conservation Code. Any new construction within the city limits, including city funded workforce housing projects, are required to comply with these standards, forwarding the objectives of the Sustainability Action Plan.

Financial Impact

The payment-in-lieu will be deposited into the city's in-lieu fund for use on future community housing initiatives and projects.

Attachments

- A. Westcliff Townhomes FAR Exceedance Agreement (Contract #20691) and Exhibits

FAR EXCEEDANCE AGREEMENT

Parties:

City of Ketchum	"City"	P.O. Box 2315 480 East Ave. N. Ketchum, Idaho 83340
Westcliff, LLC	"Developer"	Mailing: c/o Layne Thompson PO Box 2480 Ketchum, ID 83340

This FAR Exceedance Agreement ("Agreement") is made by and between the City of Ketchum, a municipal corporation of the state of Idaho, and Westcliff, LLC, a limited liability corporation, the owner of the development project.

RECITALS

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

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

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that the City has disclosed potential litigation challenging K.M.C. 17.124. Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.
3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty days notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an aware of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.
11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective

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

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

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

DATED THIS ___ DAY OF _____, 2021.

Developer

City of Ketchum, Idaho

Layne Thompson, Managing Member

Mayor Neil Bradshaw

Attest:

Tara Fenwick, City Clerk

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

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

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

B. Inclusionary Housing Incentive:

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

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

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

Exhibit B

**FAR EXCEEDANCE AGREEMENT
COMPLIANCE**

PROJECT: Westcliff Townhomes

FILE NUMBERS: Design Review P21-019, Preliminary Plat P21-008

DEVELOPER: Westcliff, LLC

LOCATION: 110 Rember Street, Ketchum, ID 83340 (Lot 3B, Bavarian Village Subdivision Inst #705820)

ZONING: General Residential – High Density (GR-H)

BACKGROUND:

1. The developer has proposed the development of four new detached townhomes, located at the southwest corner of Rember Street and Bird Drive.
2. The subject property is 110 Rember Street (Lot 3B, Bavarian Village Subdivision Inst #705820) within the General Residential – High Density (GR-H). The total area of the subject property is 18,130 square feet, which conforms to the minimum area required for lots in the GR-H zone.
3. The project has a proposed Floor Area Ratio (FAR) of 0.73 (12,148 gross square feet/16,574 square feet lot area). The lot area is reduced from total lot area, by removing the area of the private driveway easement over Sublot 2 (Ketchum Municipal Code §17.08.020). The gross square footage of the project has been reduced to account for a reduction in gross floor area due to high groundwater (Ketchum Municipal Code §17.124.040.B.2.b).
4. The Planning and Zoning Commission approved the Design Review application (P21-019) for the Westcliff Townhomes project on April 27, 2021.
5. As a condition of the Design Review approval, prior to issuance of a Building Permit for the project, a FAR Exceedance Agreement addressing the square footage above the permitted 0.5 FAR and memorializing the associated community housing contribution is required (Ketchum Municipal Code §17.124.040).

EXCEEDANCE ANALYSIS

Floor Area Ratios and Community Housing (Ketchum Municipal Code §17.124.040)

Permitted Gross FAR – GR-H: **0.5**

Permitted Gross FAR with Inclusionary Housing Incentive: **1.4**

Proposed Gross Floor Area:	12,148 gross square feet
Lot Area:	16,574 square feet lot area
FAR Proposed:	0.73 (12,148 gross square feet/16,574 square feet lot area)
Increase Above Permitted FAR:	3,861 square feet
20% of Increase:	772 square feet
Net Livable (15% Reduction):	656 square feet

Community Housing Contribution Proposal

The applicant proposes to:

1. Provide a payment-in-lieu equivalent of 656 square feet of community housing.
2. The payment-in-lieu fee set at the time of Building Permit approval is \$238 per square foot.
3. The total payment-in-lieu shall be \$156,128.



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the Crossbuck West Townhomes Subdivision Preliminary Plat

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Preliminary Plat for the Crossbuck West Townhomes project.

Recommended Motion: "I move to approve the Crossbuck West Townhomes Subdivision Preliminary Plat subject to conditions of approval #1-10."

The reasons for the recommendation are as follows:

- The request to subdivide meets all applicable standards for Townhouse Subdivisions specified in Ketchum Municipal Code's Subdivision Regulations (Title 16).
- The 2-unit, detached townhome development complies with all applicable zoning and design review regulations specified in Title 17 of Ketchum Municipal Code. The Planning & Zoning Commission unanimously approved Design Review Application File No. P21-048 for the project on July 30th, 2021.
- After holding the required public hearing, the Planning & Zoning Commission unanimously recommended approval of the Townhouse Subdivision Preliminary Plat Application File No. 21-049 to the City Council on July 30th, 2021.

Analysis

The Crossbuck West Townhomes project is comprised of concurrent Design Review and Townhouse Subdivision Preliminary Plat applications for the development of two new detached townhome units and associated site improvements on an undeveloped property located at the southeast corner of 7th Street and Crossbuck Lane (Ketchum Townsite: Amended Block 67: Lot 2A). The applicant will improve the remainder of the Block 67A alleyway. Both townhome units will be accessed from the improved alley. The townhome development's total proposed building coverage is 35%. Lot 2A within Block 67 of Ketchum Townsite will be subdivided into two townhouse sublots.

Financial Impact

Preliminary plat approval is required before a building permit for the project may be issued for the project. The City will collect building permit fees based on the project's estimated cost of construction.

Attachments

- (A) Draft Findings of Fact, Conclusions of Law, and Decision
- (B) Crossbuck West Subdivision Preliminary Plat Application Submittal

Attachment A:
Draft Findings of Fact,
Conclusions of Law, and
Decision



City of Ketchum
Planning & Building

IN RE:)
)
 Crossbuck West Townhomes) **KETCHUM CITY COUNCIL**
 Subdivision Preliminary Plat) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
 Date: September 7, 2021) **DECISION**
)
 File Number: 21-008)

PROJECT: Crossbuck West Townhomes

APPLICATION TYPE: Townhouse Subdivision Preliminary Plat

FILE NUMBER: P21-049

ASSOCIATED APPLICATIONS: Design Review P21-048

ARCHITECT: Marc Corney, Architect

SURVEYOR: Bruce Smith, Alpine Enterprises

OWNER: William & Joan Wyatt

LOCATION: Southeast Corner of W 7th Street & Crossbuck Lane (Ketchum Townsite: Amended Block 67: Lot 2A)

ZONING: General Residential Low Density (GR-L)

RECORD OF PROCEEDINGS

The Planning & Zoning Commission considered the Crossbuck West Townhomes Design Review (Application File No. P21-048) and Townhouse Subdivision Preliminary Plat (Application File No. P21-049) applications during their regular meeting on July 27th, 2021 and a special meeting on July 30th, 2021. The development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission unanimously approved the Crossbuck West Townhomes Design Review (Application File No. P21-048) and unanimously recommended approval of the Townhouse Subdivision Preliminary Plat (Application File No. P21-049) to the Ketchum City Council.

Public Hearing Notice

A public hearing notice for the Planning & Zoning Commission’s review of the project was mailed to all owners of property within 300 feet of the project site and all political subdivision on July 7th, 2021. The

public hearing notice was published in the Idaho Mountain Express the on July 7th, 2021. A notice was posted on the project site and the city’s website on July 20th, 2021.

FINDINGS OF FACT

The Ketchum City Council having reviewed the entire project record, provided notice, and conducted the required public hearing does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

FINDINGS REGARDING CROSSBUCK WEST TOWNHOMES

The Crossbuck West Townhomes project is comprised of concurrent Design Review and Townhouse Subdivision Preliminary Plat applications for the development of two new detached townhome units and associated site improvements on an undeveloped property located at the southeast corner of 7th Street and Crossbuck Lane (Ketchum Townsite: Amended Block 67: Lot 2A). The applicant will improve the remainder of the Block 67A alleyway. Both townhome units will be accessed from the improved alley. The townhome development’s total proposed building coverage is 35%. Lot 2A within Block 67 of Ketchum Townsite will be subdivided into two townhouse sublots. The Crossbuck West Townhomes project requires both Design Review for the development of multi-family residential dwellings (Ketchum Municipal Code §17.96.010.A3) and a Townhouse Subdivision Preliminary Plat to create the townhouse sublots (Ketchum Municipal Code §16.04.080).

FINDINGS REGARDING TOWNHOUSE SUBDIVISION REQUIREMENTS

Table 1: Findings Regarding Townhouse Subdivision Requirements

Compliant			Standards and City Council Findings	
Yes	No	N /A	City Code	City Standards and City Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.
			City Council Findings	The applicant has submitted a complete preliminary plat application including the CC&Rs. The applicant shall submit a final copy of the Townhouse Declaration and CC&Rs document to the Planning & Building Department and file such document prior to recordation of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection. All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.

			City Council Findings	The townhouse subdivision shall be platted under the procedures contained in the subdivision ordinance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.
			City Council Findings	The townhome subdivision preliminary plat and design review applications for the development are being reviewed concurrently.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.
			City Council Findings	The preliminary plat will be transmitted to the City Council for their review and approval prior to the issuance of a building permit for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.
			City Council Findings	N/A. The applicant has not proposed phasing with this townhome development project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <ul style="list-style-type: none"> a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or b. Signed council approval of a phased development project consistent with §16.04.110 herein. <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			City Council Findings	The applicant shall follow the final plat procedure as specified in the City's subdivision ordinance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.1	<p>E. Required City Council Findings : In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <p>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>

			City Council Findings	The townhome project is located within the General Residential Low Density (GR-L) Zone. The townhomes development's proposed building coverage is 35% (2,888 square feet building coverage/8,240-square-foot lot), which is the maximum permitted in the GR-L Zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.E.2	Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
			City Council Findings	Each townhome unit includes an attached and enclosed 2-car garage. No detached garages are proposed with this townhome development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.3	General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)
			City Council Findings	This townhouse subdivision will comply with all applicable local, state, and federal ordinances, rules, and regulations.

FINDINGS REGARDING PRELIMINARY PLAT REQUIREMENTS & SUBDIVISION STANDARDS

Table 2: Findings Regarding Preliminary Plat Requirements & Subdivision Standards

Compliant			Standards and City Council Findings	
Yes	No	N/A	City Code	City Standards and City Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			City Council Findings	The application has been reviewed and determined to be complete.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:
			City Council Findings	All required materials for the preliminary plat application have been submitted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.1	The scale, north point and date.
			City Council Findings	This standard has been met. The preliminary plat contains a scale, north point, and date.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision.
			City Council Findings	This standard has been met.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			City Council Findings	This information has been provided on the application form and indicated on the Preliminary Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			City Council Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			City Council Findings	This standard has been met. The existing 4 Crossbuck Townhome units on Lots 3A and 4A of Block 67 are indicated on the subdivision plat. Additionally, the applicant has indicated the Crossbuck McNee Townhomes proposed on adjacent Lot 1A on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			City Council Findings	This project plans include a topographic map.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			City Council Findings	The existing 4 Crossbuck Townhome units on Lots 3A and 4A of Block 67 are indicated on the subdivision plat. 7 th Street and 2 nd Avenue are indicated on the plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			City Council Findings	This boundary description and the area of the tract is noted on the Preliminary Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			City Council Findings	The property is within the GR-L Zone.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			City Council Findings	This standard has been met. The location of the proposed townhouse sublots are indicated on the preliminary plat. The existing location of 2 nd Avenue, 7 th Street, and the Block 67 alley are indicated on the plat. The existing public utility easements are indicated on the plat. The townhouse subdivision does not propose a new lots, blocks, or street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			City Council Findings	The townhome development does not provide any land intended to be dedicated for public use or for the common use of all future property owners within the proposed subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or

				immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			City Council Findings	The project plans indicate the locations of all utility and drainage improvements as well as the required right-of-way improvements along 7 th Street and the alley. No new street lighting or curb and gutter improvements are required or proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			City Council Findings	The project plans include drainage improvements. The drainage improvements are indicated on Sheet L2.0 and the drywell specifications are provided on the civil drawings.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			City Council Findings	All drainage improvements have been indicated on the project plans. No drainage canals are required or proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			City Council Findings	The project plans include a vicinity map.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.16	The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
			City Council Findings	N/A. The property is not currently mapped to be in the floodplain/floodway. The property is not located within the avalanche zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			City Council Findings	N/A. The property is not located within the floodway, floodplain, or avalanche zone. The property does not lie adjacent to a river or creek. The lot does not contain slopes of 25% or greater. The project does not create a new lot—the preliminary plat subdivides an existing corner lot into 2 townhouse sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.18	Lot area of each lot.
			City Council Findings	The proposed size of each subplot is indicated on the preliminary plat—each subplot has an area of 4,120 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.19	Existing mature trees and established shrub masses.
			City Council Findings	The project plans indicate existing mature trees and shrub masses.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	To be provided to Administrator: Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.
			City Council Findings	The Crossbuck West Townhomes subdivision name is unique and is not the same as another townhouse subdivision in Blaine County.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			City Council Findings	N/A. This project will connect to municipal services.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			City Council Findings	The applicant has submitted a complete preliminary plat application including the CC&Rs. The applicant shall submit a final copy of the Townhouse Declaration and Party Wall Agreement document to the Planning & Building Department and file such document prior to recordation of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			City Council Findings	This standard has been met. The applicant has submitted a Title Report and the Last Deed of Record.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.24	A digital copy of the preliminary plat shall be filed with the administrator.
			City Council Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			City Council Findings	This standard has been met. The construction design plans shall be submitted with the building permit application for review by City Departments. All improvements indicated on the project plans, including landscaping and right-of-way improvements, shall be installed prior to issuance a Certificate of Occupancy for the project. The Certificate of Occupancy must be issued before the project received final plat approval.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the

				city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			City Council Findings	Improvement plans shall be reviewed and approved by City Departments through the building permit application process.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			City Council Findings	All improvements indicated on the project plans, including landscaping and right-of-way improvements, shall be installed prior to issuance a Certificate of Occupancy for the project. The Certificate of Occupancy must be issued before the project received final plat approval.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			City Council Findings	All improvements indicated on the project plans, including landscaping and right-of-way improvements, shall be installed prior to issuance a Certificate of Occupancy for the project. The Certificate of Occupancy must be issued before the project received final plat approval.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required

				<p>improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			City Council Findings	The applicant shall meet the required monumentation standards prior to recordation of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.

				<p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<p>City Council Findings</p>	<p>Standards 1, 4, 5, and 6 have been met.</p> <p>Standard 1 has been met—the lot and townhouse sublots sizes, widths, and depths comply with the dimensional standards for lots and townhouse sublots required in the GR-L Zone. The proposed townhome development complies with setbacks from front, rear, and side property lines required in the GR-L Zone.</p> <p>Standard 6 has been met.</p> <p>Standard 2 is not applicable as the subdivision is not located in the floodplain, mountain overlay, or avalanche zone. Standard 3 is no applicable because subject Lot 1A is located within Ketchum Townsite.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p>	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<p>City Council Findings</p>	<p>N/A. No new blocks are proposed.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.H.1</p>	<p>H. Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;
			<p>City Council Findings</p>	<p>N/A. The townhome development is an infill project within an existing subdivision. No new streets are proposed.</p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2	2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;
			City Council Findings	This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.3	3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;
			City Council Findings	N/A. No street frontage improvements like planting strips are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.4	4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;
			City Council Findings	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.5	5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;
			City Council Findings	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.6	6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;
			City Council Findings	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.7	7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;
			City Council Findings	N/A. This proposal does not create a new dead-end street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.8	8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;

			City Council Findings	N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.9	9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
			City Council Findings	N/A. No new streets are proposed with this townhome development.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.10	10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;
			City Council Findings	N/A. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.11	11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
			City Council Findings	N/A. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.12	12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
			City Council Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.13	13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;
			City Council Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.14	14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;
			City Council Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.15	15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;
			City Council Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.16	16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;
			City Council Findings	N/A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.17	17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;

			City Council Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.18	18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;
			City Council Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed and no sidewalks are required to be installed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.19	19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;
			City Council Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new private streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.20	20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;
			City Council Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.21	21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;
			City Council Findings	N/A. This proposal does not require construction of a new bridge or impact any existing bridges.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.22	22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;
			City Council Findings	While the Crossbuck West Townhomes project qualifies as a substantial improvement, sidewalks are not required to be installed within this residential neighborhood. The applicant shall improve the right-of-way (ROW) adjacent to the front property line along 7 th Street to City ROW standards for residential roadways. The required right-of-way improvements are indicated on Sheet C2 of the project plans. Material shall be pervious/permeable to allow drainage. Surface must allow for vehicle parking and be consistent along the entire property frontage. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking. Grading and drainage improvements must meet the following standards: minimum 5% slope, no obstructions, such as boulders or berms, no buried irrigation systems within

				<p>the first eight (8) from the edge of asphalt, and no subsurface irrigation lines are permitted beyond the first eight (8) feet, however popup heads are not permitted anywhere in the ROW. No live plant material within the first eight (8) feet from edge of asphalt. Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred. The applicant shall improve the remainder of the Block 67 alleyway to City standards.</p> <p>Final civil drawings for all associated ROW improvements shall be submitted with the building permit application to be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit for the project.</p> <p>See Table 1 for comments and conditions from the City Engineer & Streets Department.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.23	<p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p>
			City Council Findings	No gates are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.24	<p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone</p>
			City Council Findings	N/A. The townhouse sublots are not located within the Avalanche Zone.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p>I. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			City Council Findings	The proposed alley improvements shall meet these requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.1	<p>J. Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p>

				1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.
			City Council Findings	N/A. These easements are not required as the project create a new street and the property is not adjacent to Warm Springs Road.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.2	2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.
			City Council Findings	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.3	3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.
			City Council Findings	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.4	4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.
			City Council Findings	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.5	5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.
			City Council Findings	N/A. No changes to ditches, pipes, or other irrigation structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.6	6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.

			City Council Findings	N/A. The townhouse sublots are within an existing residential neighborhood. The City Engineer has determined that sidewalks are not required for this project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			City Council Findings	All townhome units will connect to the municipal sewer systems. The project shall meet all requirements of the Wastewater Department.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	L. Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			City Council Findings	The townhome development will connect to the municipal water system. All utilities necessary must be improved and installed at the sole expense of the applicant. Final plans will be reviewed and approved by the Utilities Department prior to issuance of a building permit for the project. See Table 1 for review comments and conditions from the Utilities Department.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	M. Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a

				landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			City Council Findings	N/A. The townhouse sublots are within an existing residential subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.1	N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.
			City Council Findings	The project shall meet all cut, fill, and grading standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.2	2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.
			City Council Findings	The project plans include a grading plan on Sheet L2.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.3	3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.
			City Council Findings	The proposed grading meets these requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.4	4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.
			City Council Findings	N/A. The townhome development is an infill project on a vacant lot surrounding by existing development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.5	5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to

				<p>stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p>
			City Council Findings	The project shall meet this requirement regarding soil stabilization and revegetation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.6	<p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			City Council Findings	The project shall meet these development standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.0	<p>O. Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			City Council Findings	The drainage system must keep all storm water within the project site. Storm water is prohibited from draining onto the 7 th Street or the alley rights-of-way. All drainage improvements must meet city standards.

				Prior to issuance of a building permit for the project, the applicant shall submit a final drainage plan indicating grading, catch basins, piping, and drywells (KMC §17.96.040.C.2b & KMC §17.96.060.C.1-4) prepared by a civil engineer licensed in the state to be submitted for review and approval by the City Engineer and Streets Department. Additionally, the applicant shall submit geotechnical report with the building permit application for review by the City Engineer. As noted in the Utilities Department's comments, all drywells must have proper separation from potable water lines. See Table 1 for City Department comments and conditions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	P. Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			City Council Findings	All utilities, including electricity, natural gas, telephone, and cable services, shall be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Q. Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			City Council Findings	N/A. The townhouse subdivision does not trigger off-site improvements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			City Council Findings	N/A. The townhouse sublots are not located in the Avalanche or Mountain overlay zoning districts.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			City Council Findings	The applicant will install new landscaping as indicated on Sheet L-3.0 of the project plans.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67, of the Idaho Code the City has passed a subdivision ordinance, Title 16.

4. The City Council has authority to review and approve of the applicant's Townhouse Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
5. The project **does** meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

DECISION

THEREFORE, the Ketchum City Council approves this Townhouse Subdivision Preliminary Plat this Tuesday, September 7th, 2021 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The Crossbuck West Townhouse Subdivision Preliminary Plat (Application File No. P21-049) approval is subject to Design Review Application File No. P21-048. All associated conditions of approval shall apply to the project.
2. The project shall comply with all conditions and comments as specified in Table 1 (Findings Regarding Townhouse Subdivision Requirements) and Table 2 (Findings Regarding Preliminary Plat Requirements & Subdivision Standards).
3. The applicant shall improve the remainder of the Block 67 alleyway to city standards. Final civil drawings stamped by an Idaho-licensed engineer shall be submitted with the building permit application for final review and approval by the City Engineer, Streets Department, and Fire Department.
4. The applicant shall enter into an Alley Maintenance Agreement with the City. The Alley Maintenance Agreement shall be approved by the City Council and fully executed prior to or concurrent with the City Council's review and approval of the final plat application.
5. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
6. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.

7. The applicant shall provide a copy of the recorded final plat to the Planning and Building Department for the official file on the application.
8. The Townhouse Declaration shall be simultaneously recorded with the Final Plat. The developer shall submit a final copy of the document to the Planning & Building Department and file such document prior to recordation of the final plat. The City will not now, nor in the future, determine the validity of the Townhouse Declaration.
9. The project shall comply with all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Residential Code and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
10. In addition to the requirements set forth in this Townhouse Subdivision Preliminary Plat approval, this project shall comply with all applicable local, state, and federal laws.

Findings of Fact **adopted** this 7th day of September 2021.

Neil Bradshaw
Mayor
City of Ketchum

Attest:

Tara Fenwick, City Clerk

Attachment B:
Crossbuck West Townhomes
Subdivision Preliminary Plat
Application Submittal



City of Ketchum
Planning & Building

Preliminary Plat

Subdivision Application

OFFICIAL USE ONLY	
Application Number:	
Date Received:	4-27-21
By:	MP
Fee Paid:	
Approved Date:	
By:	

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

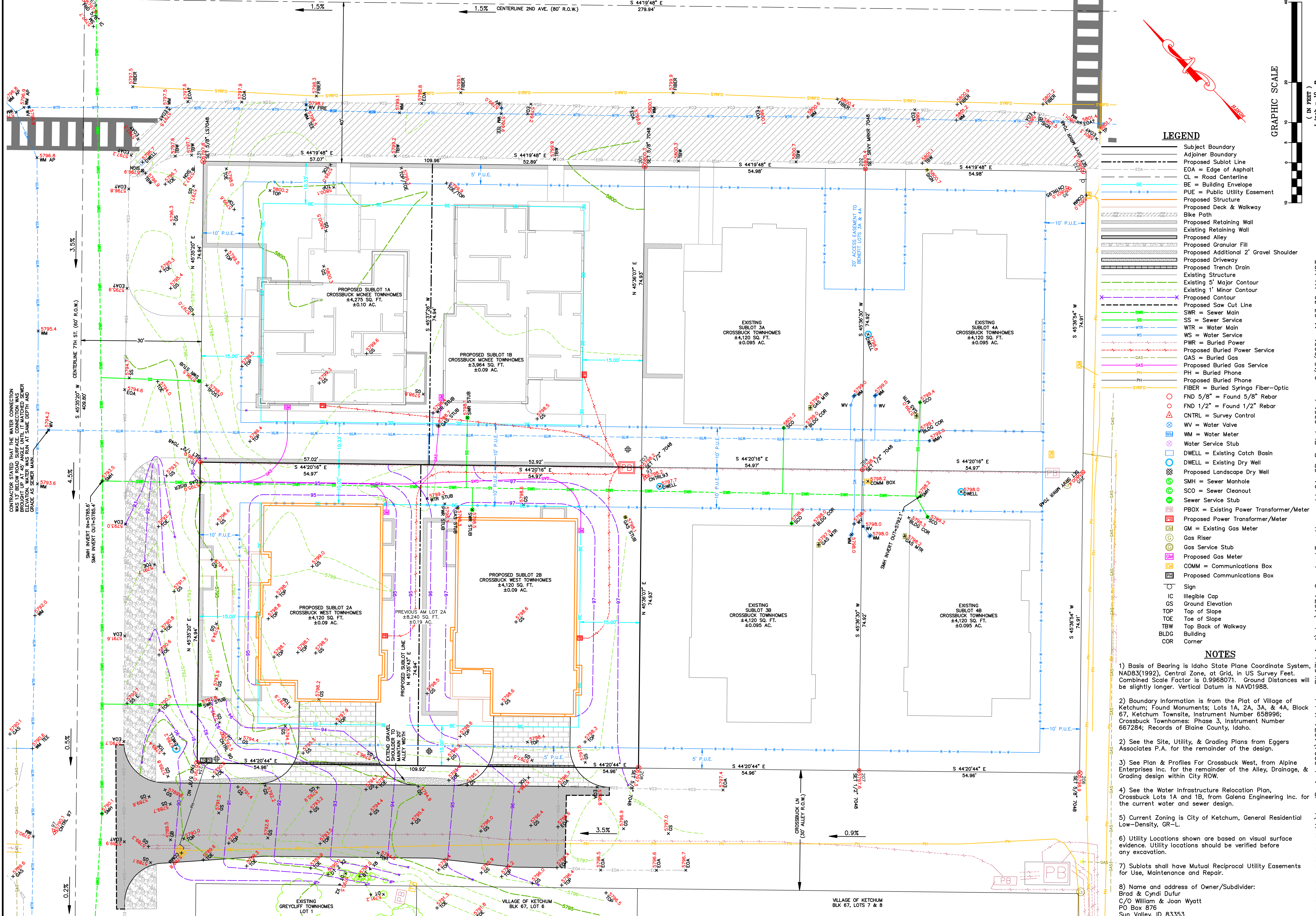
APPLICANT INFORMATION			
Name of Proposed Subdivision: CROSSBUCK WEST TOWNHOMES			
Owner of Record: WHATI & DUFUR - DEED ATTACHED			
Address of Owner: PLEASE CONTACT BRUCE AT ALPINE			
Representative of Owner: BRUCE SMITH, PLS; ALPINE ENTERPRISES INC			
Legal Description: 1 A LOT 2A, BLOCK 67, KETCHUM TOWNSITE			
Street Address: NOT YET ASSIGNED			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 TOWNHOUSE SUBLOT			
Total Land Area: 18240 SQ. FT = 0.19 ACRES			
Current Zoning District: GR-L			
Proposed Zoning District: NO CHANGE			
Overlay District: NONE			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: NONE			
Easements to be dedicated on the final plat: PUBLIC UTILITIES & MUTUAL RECIPROCAL UTILITY EASEMENTS			
Briefly describe the improvements to be installed prior to final plat approval: BUILD THE UNITS & ASSOCIATED INFRASTRUCTURE			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

BRUCE S., ALPINE ENTERPRISES INC

Applicant Signature REPRESENTATIVE

Date 26 APR 2021



LEGEND

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

NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer. Vertical Datum is NAVD1988.
- 2) Boundary Information is from the Plat of Village of Ketchum; Found Monuments; Lots 1A, 2A, 3A, & 4A, Block 67, Ketchum Townsite, Instrument Number 658996; Crossbuck Townhomes: Phase 3, Instrument Number 667284; Records of Blaine County, Idaho.
- 2) See the Site, Utility, & Grading Plans from Eggers Associates P.A. for the remainder of the design.
- 3) See Plan & Profiles For Crossbuck West, from Alpine Enterprises Inc. for the remainder of the Alley, Drainage, & Grading design within City ROW.
- 4) See the Water Infrastructure Relocation Plan, Crossbuck Lots 1A and 1B, from Galena Engineering Inc. for the current water and sewer design.
- 5) Current Zoning is City of Ketchum, General Residential Low-Density, GR-L.
- 6) Utility Locations shown are based on visual surface evidence. Utility locations should be verified before any excavation.
- 7) Sublots shall have Mutual Reciprocal Utility Easements for Use, Maintenance and Repair.
- 8) Name and address of Owner/Subdivider:
Brad & Cyndi Dufur
C/O William & Joan Wyatt
PO Box 876
Sun Valley, ID 83353

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

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

PROJECT PATH AND PRINT DATE: U:\LandProjects\2004\1274_Ketchum\Bk67\1-4.dwg\1274_CrossbuckTownHomes_Lts2A-2B_Prelat_2021.dwg 6/15/2021 11:03:30 AM MDT

NO	DATE	BY
1	06Apr21	Smith
1	24Apr21	AHN
1	09JUN21	AHN

Sheet 1 of 1

CONTRACTOR STATED THAT THE WATER CONNECTION BROUGHT UP AT 45° ANGLE UNTIL IT MATCHED SEWER ELEVATION. WATER WAS RUN AT SAME DEPTH AND MADE AS SEWER MAIN.

Order Number: 20357654



Warranty Deed

For value received,

William C. Sundali, a married man as his sole and separate property, and Shane B. Mace and Sharon L. Mace, Trustees of the Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014, who acquired title as William C. Sundali, an unmarried man and Shane B. Mace and Sharon L. Mace, trustee of the Mace Living Trust, also shown of record as William C. Sundali, Shane B. Mace and Sharon L. Mace, trustees of the Mace Living Trust.

the grantor, does hereby grant, bargain, sell, and convey unto

William Wyatt, Joan Wyatt, Brad DuFur and Cyndi DuFur as Tenants in Common

Whose mailing address is: PO Box 876, Sun Valley ID 83353

the grantee, the following described premises, in Blaine County, Idaho, to wit:

Lot 2A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: December 31, 2020

Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014

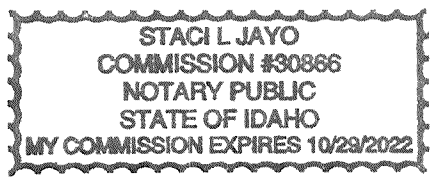
[Signature]
By: Shane B. Mace, Trustee

[Signature]
By: Sharon L. Mace, Trustee

State of Idaho, County of Ada, ss.

On this 31st day of December, 2020, before me, the undersigned, a notary public in and for said state personally appeared Shane B. Mace and Sharon L. Mace, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014 and acknowledged to me that he/she executed the same as trustee.

[Signature]
Notary Public
Residing In: Meridian Idaho
My Commission Expires: 10/29/2022
(seal)

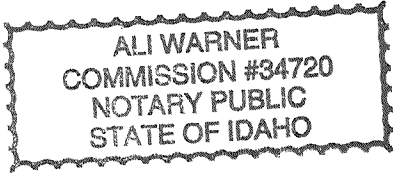


[Signature]
William C. Sundali

State of: **Idaho**
County of: **Blaine**

On this 6 day of January in the year 2021 before me, a Notary Public, personally appeared William C. Sundali, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[Signature]
Notary Public
Residing at: Petchum Id
Comm. Expires: 9/19/24





COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne Corporation dba Sun Valley Title
ALTA® Universal ID: 1065022
Commitment Number: 20357654
4th Revision: 01/04/2020
Updated Effective Date
Amended Proposed Insured

SCHEDULE A

1. Commitment Date: December 30, 2020 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	\$800,000.00
Proposed Insured:		Premium:	\$2,237.00
Richey Wyatt and Joan Wyatt and Brad DuFur and Cyndi DuFur			
Credit Applied to Owners Policy: \$324.00			

3. The estate or interest in the land described or referred to in this Commitment is:
Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
William C. Sundali and Shane B. Mace and Sharon L. Mace, trustees of the Mace Living Trust

5. The Land described as follows:
See Attached Schedule C

Title Resources Guaranty Company
TitleOne Corporation dba Sun Valley Title

By:

Nick Busdon, Authorized Signatory

	Title Resources Guaranty Company
	By:
	President/CEO
	Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: According to the available records, the purported address of said land is:

0 Bare Ground, Ketchum, ID 83340
6. Necessary conveyance to the proposed insured.
7. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
8. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Intentionally Deleted.
9. Taxes, including any assessments collected therewith, for the year 2020 for which the first installment is paid, and the second installment is due and payable on or before June 20, 2021.
Parcel Number: RPK0000067002A
Original Amount: \$3,371.30
Without homeowners exemption
10. Water and sewer charges, if any, for the City of Ketchum.
11. Liens, levies, and assessments of the Crossbuck Subdivision Homeowners Association, Inc.
12. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
13. Easements, reservations, restrictions, and dedications as shown on the official plat of Lots 1A, 2A, 3A & 4A, Block 67, Ketchum Townsite.
14. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 18, 1949 as Instrument No. [95537](#).
15. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

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16. All matters, and any rights, easements, interests or claims as disclosed by a Survey for Emil Capik recorded July 30, 1979 as Instrument No. [195385](#).

17. Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: December 4, 2017

Instrument No.: [648450](#)

18. Terms, conditions, easements and, obligations, if any, contained in a Construction Phasing Agreement by and between the City of Ketchum, an Idaho municipal corporation and William C. Sundali, Shane B. Mace and Sharon L. Mace, trustees of the Mace Living Trust.

Recorded: January 7, 2019

Instrument No: [657569](#)

19. Terms, conditions, easements and, obligations, if any, contained in a Grant of License and Alley Maintenance Agreement by and between the City of Ketchum, a municipal corporation and Crossbuck Subdivision Homeowners Association.

Recorded: December 18, 2019

Instrument No: [665790](#)

20. Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: December 11, 2019

Instrument No.: [665602](#)

(End of Exceptions)

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SCHEDULE C

Legal Description:

Lot 2A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho.

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**RECORDING REQUESTED BY FRITZ X. HAEMMERLE
AND WHEN RECORDED MAIL TO:**

HAEMMERLE LAW, P.L.L.C.

P.O. Box 1800

Hailey, Idaho 83333

Phone: (208) 578-0520

Fax: (208) 578-0564

Instrument # 665602

HAILEY, BLAINE, IDAHO

12-11-2019 03:34:24 PM No. of Pages: 22

Recorded for : HAEMMERLE LAW PLLC

JOLYNN DRAGE Fee: 73.00

Ex-Officio Recorder Deputy

Index to: COVENANTS & RESTRICTIONS

JB

(Space above line for recorder's use)

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE CROSSBUCK TOWNHOME SUBDIVISION**

This Declaration is made this 11th day of December, 2019, by and William C. Sundali, Shane B. Mace, and Sharon L. Mace, trustees of the Mace Living Trust ("Owner") (hereafter collectively referred to as "Declarant"), with reference to the following facts:

RECITALS

A. The Declarants are the owners of all that real property described as Lots 1A, 2A, 3A and 4A, Block 67 of the City of Ketchum, according to the official plat on file and recorded in the Office of the County Recorder of Blaine County, Idaho; and

B. The Declarant proposes to develop said real property in accordance with the maps and plans approved under the zoning and subdivision ordinances and regulations of the City Ketchum, State of Idaho; and

C. Final plats for The Crossbuck Townhomes, ("Subdivision" or "Townhouse Plat") will be filed and recorded creating Sublots 3A and 3B, and Sublots 4A and 4B, Block 67, City of Ketchum, said Lots (1A, 2A, 3A and 4A) are described and depicted in the Plat attached hereto as Exhibit A.

NOW THEREFORE, it is hereby declared that the Lots and Sublots as shown on Exhibit A shall be conveyed subject to the following covenants, conditions and restrictions ("Declaration"):

ARTICLE I.
(DEFINITIONS)

1.01 "Association" shall mean the Crossbuck Subdivision Homeowners' Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho and composed of the owners of the Lots, Sublots and Units as may be annexed hereto in accordance with the provisions of this declaration.

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 1**

1.02 "Declarant" shall mean the William C. Sundali, Shane B. Mace, and Sharon L. Mace, trustees of the Mace Living Trust ("Owner").

1.03 "Committee" shall mean the Design Review Committee established under Article IV hereof.

1.04 "Lot" shall mean the numbered Lots, Lots 1A and 2A, as shown on the subdivision Plat, whether improved or unimproved.

1.05 "Sublot" shall mean any of the numbered Sublots, Sublots 3A, 3B, 4A and 4B, as shown on the subdivision Plat, whether improved or unimproved.

1.06 "Owner" shall mean and refer to the record owner, including the Declarant, whether one or more persons, of the fee simple title of any of the numbered townhome units above described and includes contract buyers but excludes those having such interest merely as security for the performance of an obligation. The term "owner" does not include any lessee, guest or invitee of an "owner." For purposes of these Declarations, there shall be considered only one owner per Lot or Sublot.

1.07 "Plat" shall mean the Plat for the Cross Buck Townhome Subdivision, as recorded in the Office of the Recorder of Blaine County, Idaho, or as set forth in Exhibit A.

1.08 "Property" shall mean all of the land described in Exhibit A, and any property which may hereafter be subject to this declaration by execution and recordation of a supplemental declaration, as hereinafter provided.

1.09 "Declaration" means a declaration of covenants, conditions and restrictions which may be recorded for the purposes of annexing additional property to the Cross Buck Townhome Subdivision, such property to be subject to the scheme of covenants, conditions and restrictions contained in this declaration.

1.10 "Unit" shall mean the numbered townhome units shown on the subdivision Plat, whether improved or unimproved.

1.11 All the recitals and definitions contained therein are incorporated herein by reference.

ARTICLE II.

(USE REGULATIONS AND RESTRICTIONS)

2.01. Lot, Sublot or Unit Uses.

(a) No use whatsoever shall be made of any Lot, Sublot or Unit except its use and improvement for a single family private residence. Lots, Sublots and Units owned by Declarant or its nominee may be used as construction offices or for the purpose of selling

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 2**

the Lots, Sublots or Units. Lease or rental of a Lot, Sublot or Unit for lodging or residential purposes shall not be considered a violation of this Declaration. Further, an Owner may conduct business activities within a residence located on a Lot, Sublot or Unit so long as such business activities (i) are not observable or detectable from the exterior of the residence, (ii) comply with all governmental rules, regulations, and ordinances, (iii) do not involve any kind of regular visitation by clients, customers, suppliers or other business invitees, (iv) do not involve door-to-door solicitations within the Property (v) do not constitute a nuisance, or a hazardous, illegal, or offensive use, or threaten the security or safety of other persons, as may be determined by the Board in its sole discretion, and (vi) otherwise are in compliance with the Declaration. This paragraph is not subject to be amended.

(b) The subdividing or combination of Lots or Sublots is controlled by the applicable zoning codes of the City of Ketchum.

(c) No activities shall be conducted in any Unit or on any Lot or Sublot and no improvements constructed thereon which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot or Sublot. No open fires shall be lighted or permitted on any Lot or Sublot, except while under the direct supervision, control and surveillance of the Lot or Sublot owner; provided, however, burning trash, garbage and other refuse is prohibited.

2.02. Lots, Sublots and Units to be Maintained/Landscaping.

(a) All Lots, Sublots and Units shall be maintained by the Owner thereof, both prior to and after construction of improvements thereon, in an attractive manner, free of trash and other unsightly material. All improvements to any Lot, Sublot and Unit shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof, and no improvement shall be entitled to fall into disrepair. All landscaping shall be maintained in a neat, trim and orderly fashion.

(b) Each Sublot will be landscaped by the Developer. It is the intent of these restrictions to maintain the original plan. The Design Review Committee may modify the plan as desired.

2.03. Use of Temporary Structures Prohibited. Without the prior consent of the Association, no trailer, recreational vehicle, or garage shall be used as a temporary or permanent residence nor shall any residential structure be moved onto said subdivision from any other location.

2.04. Fences. Any fence must be of a similar type and design as the first constructed fence, or as otherwise approved by the Association. The Association shall have control over the design of all fences, including those located on the Lots and Sublots. This provision of Design control is specific and shall govern over any other provisions of this Declaration.

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2.05. Parking Regulations.

(a) Each Owner and his or her invitees, licensees, lessees, and guests shall at all times park their vehicles in that particular Owner's driveway on that particular Owner's Lot, Sublot or Unit.

(b) No trailer, boat, camper, motorcycles, snow mobiles, water craft of any kind, or any other type of recreational vehicle shall be kept on a Lot, Sublot or Unit except within an enclosed building or on parking areas, if any, specifically designated on the plat or as otherwise allowed by the Association for parking of such vehicles. With the exception of winter recreational vehicles, including but not limited to snowmobiles, none of the aforementioned types of vehicles may be kept within the Subdivision between October 31st and May 1st.

(c) No commercial or industrial trucks (with the exception of standard pickups or vans), trailers or large recreational vehicles shall be parked or stored on any Lot or Unit or on any of the streets fronting on any Lot, Sublot or Unit, except within the garage or in conjunction with construction of any improvements on such Lot, Sublot or Unit.

2.06. Signs. With the exception of standard size "For Sale" or "For Rent" signs (which shall not be larger than 20" by 26"), no sign of any kind shall be displayed to the public view on any Lot, Sublot or Unit except as permitted by the Committee.

2.07. Mail and Newspaper Receptacles. Should delivery conditions or regulations dictate that there be free standing newspaper receptacles or mail boxes, the type of box and/or cluster arrangement shall be determined and/or approved by Association.

2.08. Garbage. No Lot, Sublot or Unit shall be used or maintained as a dumping ground for rubbish, machinery, equipment or motor vehicles. Trash, garbage or other waste shall not be kept except in sanitary containers. All trash cans, garbage containers or other equipment for temporary storage and disposal of such material shall be kept in a clean and sanitary condition. All trash receptacles shall be kept in a garage or stored onsite and not in view of any other lot owner, except as may be necessary for garbage pick-up.

2.09 Planting in Right-of-Way. No trees, hedges or shrub plantings shall be permitted within the road right-of-ways or alleys.

2.10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Sublot or Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All Lots, Sublots or Units and improvements thereon shall be kept and maintained by the Owner thereof in a clean, safe, attractive and slightly condition and repair.

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2.11. Protection of Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot or Sublot and all improvements in it shall be maintained continuously by the Owner of the Lot or Sublot, except for those improvements for which a public authority or utility company is responsible.

2.12. Pets and Animals. No horses or other farm animals or livestock may be kept on any Lot or Sublot. With respect to all other animals, only owners may have pets. Dogs, when outside, must be at all times in an enclosed yard, leashed, or under the Owner's direct supervision. As set forth in 2.02, no fences are allowed, and therefore, no dog kennels are allowed. Should owners desire to control pets, they must use underground invisible fence systems. Any household pet will be subject to expulsion from the Property upon complaint of three (3) or more Association members, and upon a finding by the Board of Directors of the Association that said animal has created a nuisance. Excessive barking by dogs shall be considered a nuisance and may be abated as provided by these Declarations or otherwise allowed by law.

2.13 Utility Lines. All utility lines of any kind upon any Lot or Sublot for the transmission of utilities, telephone service, the reception or audio or visual signals (with the exception of satellite dishes with a diameter of less than thirty (30) inches) or electricity, and all pipes for water, gas, sewer, drainage, or other utility purposes, shall be installed and maintained below the surface of the ground. The Subdivision has a common twenty (20) foot utility easement running through the middle of the Subdivision. If any of the common utility lines are damaged or in need of repair or replacement, such costs of maintenance, repair or replacement shall be shared equally by all Lot and Sublot owners. If there are stub lines running from the common lines that provide service to individual Lots or Sublots, the cost of maintenance, repair and replacement of the individual stub lines will be paid by the Lot or Sublot owner.

2.14. Snow Storage. No Snow may be stored or plowed from the private Lots or Sublots onto the common areas. The Association is responsible for the storage and removal of snow from each entry way, driveway, sidewalk and alleyway. The Association will determine a single contractor to perform snow removal for the all of the Lots and Sublots, and the associated costs will be split evenly by each Lot and Sublot owner.

2.15 Maintenance of Alleyway. The Association and Lot and Sublot owners are responsible for the maintenance and snow plowing, and general upkeep associated with the thirty (30) foot alleyway depicted on the Plat, Exhibit A. There are no plans to complete the alleyway development. However, if the alleyway is to be constructed, the Declarants will be jointly and severally responsible for the costs associated with this construction.

2.16 Window Shades/Coverings. All window coverings shall be of a neutral color to match the outside of the color of the buildings. Window coverings must be expressly approved by the Association, in writing.

2.17 Exemption of Declarant. Nothing in this Declaration shall limit or interfere with the right of Declarant to complete development, excavation, grading, landscaping, and construction of the Property or any part thereof, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of the Property as long as any Lot, Sublot or Unit owned by Declarant remains unsold, or to use any structure as a model home or real estate sales office. The rights of the Declarant in this Declaration may be assigned by Declarant.

ARTICLE III.
(DESIGN CONTROL)

3.01 The Design Review Committee shall be composed of four members, each of whom shall be an Owner of a separate Sublot within the Subdivision, Sublots 3A, 3B, 4A and 4B (hereinafter "Sublot Owners" or "Sublots"). By unanimous vote of the Sublot Owners, the Committee may designate a representative to act for it, in which case, use of the word Committee herein shall mean that designated representative. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. If no Committee is designated or formed, then the Board of Directors of the Association, as set forth in Article IV, shall be responsible for all Design Review, and any action may be approved by two-thirds vote of the Board of the Directors.

3.02. The Design Review Committee shall have no authority or control over Lot 1A and Lot 2A. Likewise, the owners of Lots 1A and Lot 2A shall have no control over any Design Review for the Sublots.

3.03. Unless a single person is designated to perform Design Review functions on behalf of the Committee, said approval being confirmed in writing, the vote or written consent of three-quarters of the Committee (75%) members shall constitute action of the Committee.

3.04. No changes in the existing state of any Sublot shall be made or permitted without the prior written approval of the Committee. Changes in the existing state of a Sublot shall include without limitation, fences, the construction of any building, structure or other improvement, including utility facilities; the excavation, filling or similar disturbance of the surface of the land including, without limitation, change of grade, stream bed, ground level or drainage pattern, the clearing, marring, defacing or damaging of significant trees, shrubs, or other growing things; the landscaping texture or exterior appearance of any previously approved change in the existing state of a Sublot. The original color scheme and exterior appearances of structures on the Sublots shall be maintained, unless otherwise approved by the Sublot Owners. Notwithstanding the foregoing, approval of the Committee shall not relieve a Sublot Owner of its

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obligation to obtain appropriate approvals from local, state and/or federal agencies with respect to the proposed change if required.

3.05. Subject to other restrictions contained in this Declaration, the Committee shall have complete discretion to approve or disapprove any change in the existing state of a Sublot Unit and shall exercise such discretion with the following objectives in mind: to carry out the general purposes expressed in this declaration; to prevent violation of any specific provision of this declaration or any supplemental declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that material and workmanship for all improvements are of high quality comparable to other improvements in the area; and to minimize maintenance and assure a better appearing area under all conditions.

3.06. Prior to expenditures of any substantial time or funds in the planning of any proposed change in the existing state of a Sublot, the Owner of the Sublot Unit shall advise the Design Committee in writing of the general nature of the proposed change; shall, if requested by the Committee, meet with a member or members of the Committee to discuss the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Committee; and shall, if requested by the Committee, furnish the Committee with preliminary plans and specifications for comment and review.

3.07. After the nature and scope of a proposed change in the existing state of the Sublot Unit is determined and prior to the commencement of work to accomplish such change:

(a) With respect to all changes other than buildings and structures, the Committee may, in its discretion, authorize the proposed change without obtaining additional information, or may require the Sublot Owner to furnish the Committee with three (3) copies of a complete and full description of the proposed change in writing and with drawings, drawn to such scale as may be reasonably required by the Committee, showing all boundaries, showing existing and proposed contour lines and elevations at reasonably detailed intervals, showing all existing and proposed improvements, showing the existing and proposed drainage pattern, showing the existing and proposed utility and sanitation facilities, showing the existing or proposed substantial trees and shrubs. There shall also be furnished to the Committee any and all further information with respect to the existing state of the Sublot Unit which the Committee may reasonably require, to permit it to make an informed decision on whether or not to grant approval of the change. Approvals of changes pursuant to this section must be made in writing by at least one (1) member of the Committee. Notwithstanding the foregoing, Committee approval shall not be required for the planting or removal of insubstantial trees, shrubs, and flowers.

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(b) With respect to all buildings and other structures, and other changes for which the Committee, in its discretion, deems necessary, the Committee may require, in addition to descriptions required in Section 3.06(a), submission in duplicate, of floor plans, elevation drawings from four (4) sides, all drawn to such scale as may be reasonably required by the Committee; descriptions of exterior materials and colors and, if deemed appropriate by the Committee, samples of the same; final construction specifications; and a landscaping plan showing existing and proposed substantial trees and shrubs. Where buildings or structures or other improvements which reasonably require plans and specifications are proposed to be constructed or built, a reasonable fee, as shall be determined from time to time by the Association, shall be paid to the Association to cover costs and expenses of review. Prior to giving approval to a proposed change in the existing state of a Sublot Unit, at least one (1) member of the Committee shall physically inspect the Sublot Unit. No proposed building or structure shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least two (2) members of the Committee; provided, that approval shall be deemed given if the Committee fails to approve or disapprove of a proposed change or to make additional requirements or request additional information within twenty-one (21) days after a full and complete description of the proposed change and all additional instruments, documents and plans have been furnished in writing to the Committee with a written and specific request for approval.

3.08. After approval by the Committee of any proposed change in the existing state of the Sublot, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and any plans and specifications provided to the Committee. Failure to accomplish the change strictly in accordance with the description thereof and plans and specifications therefor within eighteen (18) months of the date of Committee approval, unless an extension is granted by the Committee upon a showing of good cause, shall operate to automatically revoke the approval of the proposed change, and, upon demand by the Committee, the Sublot Unit shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Committee and its duly appointed agents may enter upon any Sublot Unit at any reasonable time or times to inspect the progress or status of any changes in the existing state of a Sublot being made or which may have been made. The Committee shall have the right and authority to record a notice to show that any particular change in the existing state of a Sublot Unit has not been approved or that any approval given has been automatically revoked.

ARTICLE IV.

(ESTABLISHMENT, ORGANIZATION AND RESPONSIBILITIES OF ASSOCIATION)

4.01 Association. The Cross Buck Townhome Subdivision Association, is incorporated as an Idaho not for profit corporation. The purposes and powers of the Association and the rights and obligations inherent in membership are set forth in its Articles of Incorporation as supplemented by the provisions of this Declaration and any bylaws. The Association is and shall be obligated (a) to accept title to and maintain Common Areas, if any,

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and (b) to assume the functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions and obligations under any supplemental declaration with respect to property now or hereafter subject to the declaration.

4.02 Board of Directors/Officers. The Association shall be governed by a Board composed of three (3) Directors, all of whom shall be elected at the first annual meeting. Unless otherwise stated, the President of the Corporation is authorized to act on behalf of the Association. Unless stated herein, the composition of the Board, number of Officers and duties shall be as set forth in the Idaho Nonprofit Corporation Act, Idaho Code Sections 30-30-101 through 30-30-1204, and as amended.

4.03 Membership. Each Owner of each Lot or Sublot is subject to assessment by the Association and shall be a member of the Association. Said membership shall be appurtenant to and shall not be severed from the Lot or Sublot.

4.04 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or Sublot. When more than one person holds an interest in any Lot or Sublot, all such persons shall be members. The vote for such Lot or Sublot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Sublot.

(b) Class B. The Class B members shall be the Declarant(s) and shall be entitled to three (3) votes for each Lot or Sublot owned. Class B membership shall cease and be converted to Class A membership on the occurrence of the later of any of the following events:

- (i) when the total votes outstanding in the Class A membership in the Association equal the total votes outstanding in the Class B membership in said Association;
- (ii) the fourth anniversary of the recording of this declaration; or
- (iii) when the Declarant(s) no longer hold title to any Lot or Sublots.

(c) Any vote may be cast by an Owner in person or by proxy. All proxies shall be in writing, dated and signed by the Owners and filed with the Board of Directors before commencement of any meeting. No proxy shall extend beyond the specific meeting for which it was executed, and every proxy shall automatically cease upon sale by the Owners of his or their Lot, Sublot or Unit or upon death or incapacity of the member executing the proxy statement.

(d) Where the vote or written assent of the membership is required for any action contemplated herein, such action shall require the prescribed percentage of each class of voters during the time there are two classes of membership.

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4.05 Meetings.

(a) Regular and special meetings of the Association will be held at the time and in the place prescribed by the By-Laws of the Association.

(b) Written notice of any meeting of the members of the Association shall be sent to all members at their address shown in the books of the Association and as otherwise set forth in the By-laws. The presence at any meeting of the members or of proxies entitled to cast fifty percent (50%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Such adjournment shall be for not less than five (5) days and not more than thirty (30) days from the original meeting date. In the absence of a quorum, no other business may be conducted at any such meeting.

(c) All elections shall be by secret ballot. Cumulative voting procedures shall be prescribed at all elections at which more than one position on the governing body is to be filled.

(d) So long as there are two classes of membership, one (1) director shall be elected solely by the votes of the Class A members.

(e) Regular meetings of the Directors shall be held at least annually, or otherwise decided by the directors.

4.06 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and upkeep of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal and accounting and other professional services necessary or desirable in connection with the operation, upkeep and management of the Property or the enforcement of this Declaration, the Articles, Bylaws or Rules.

4.07. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the Articles, Bylaws, Rules, or any guidelines adopted pursuant to this Declaration. Failure by the Association or by any Owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

(a) Neighbor Disputes. In disputes involving two or less Owners claiming to be impacted, affected or aggrieved by an alleged violation by another Owner, such Owner(s) shall first communicate with the offending Owner to find a mutually acceptable

resolution of the dispute. Only after such communication has been made and resolution attempted will the Association become involved in such disputes and then only if the Association deems the issue to be one of importance to all Owners or to be necessary to protect its rights under the Declaration. The Association may become involved in disputes at its sole discretion.

(b) Mediation. Notwithstanding any other provision in this Declaration, except in emergencies, in cases where immediate injunctive relief is necessary, or where it is clear that mediation would be futile, prior to the instigation of any litigation, either by an Owner(s) or the Association, to enforce or construe the terms of this Declaration, all parties shall attempt to reach a mutually acceptable resolution of the dispute, either informally or if no resolution may be obtained informally then through a formal mediation process. The purpose of the mediation is to identify the issues, reduce misunderstandings, clarify priorities, explore areas of compromise, and find points of agreement. In the event a resolution is not obtained after formally mediating for a reasonable period, litigation may be commenced.

4.08. Non-waiver. The failure of the Association or individual owners to enforce the provisions of this Declaration shall not constitute a waiver of the provisions of the Declaration.

ARTICLE V. **(PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT)**

5.01 Each Member of the Association shall have the right of enjoyment of the facilities located thereon which are appurtenant to the member's Lot, Sublot or Unit, subject to the terms of this Declaration and the following conditions:

(a) The right of the Association, as provided in its Bylaws to suspend the rights and privileges, including voting rights of any member for any period during which an assessment (to which his interest is subject) remains unpaid and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations and for the right to impose monetary penalties for violation of such rules and regulations after hearing by the Board of Directors of the Association. Any Owner shall be given thirty-days (30) notice of any such hearing by personal service or by certified mail to his address as it appears on the books of the Association.

(b) The right of the Association to charge reasonable fees for use and purposes of the Association.

5.02 The Association shall have the obligation at its expense to maintain in a clean and orderly manner and in a good state of repair its Common Area and all improvements located thereon and to operate in a competent and efficient manner, all facilities located in its Common

Area; and in the event of damage or destruction to the improvements, to repair and restore promptly after such damage or destruction occurs, all improvements thereon.

5.03 Any member may delegate his rights of enjoyment in the Common Area, if any, and in the privileges of the Association to the members of his family who reside upon a Lot, Sublot or Unit, to any of his tenants who reside thereon under a leasehold interest for a term of one month or more, and to his guests; subject, however, to the Bylaws, rules, regulation and limitations of the Association. Such member shall notify the Secretary in writing of the name of such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension the same as members of the Association, as provided in paragraph (a) of Section 1 of this Article.

ARTICLE VI. **(CREATION OF ASSESSMENT LIENS)**

6.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot, Sublot or Unit owned within the Property hereby covenants, and each Owner of any Lot, Sublot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the respective Association Annual assessments or charges and special assessments or charges for the purposes provided in this Declaration, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

6.02 Purpose. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, for the improvement, maintenance, upkeep, repair and replacement of the Common Area, improvements thereon, and Association Property, for the enforcement of this Declaration, the Articles, the Bylaws and the Rules, for the administration and operation of the Association and Common Area, and for such other matters expressly provided or implied in this Declaration, the Articles, Bylaws, and Rules of the Association.

6.03 Annual Assessments.

(a) At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate expenses to be incurred by the Association during such year in performing its functions under this Declaration (including reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any

surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the Owner of each Lot or Sublot in an equal amount, and levied against each Lot, Sublot or Unit. If said sum proves to be inadequate for any reason, including nonpayment of any Owner's assessment, the Association may at any time levy a further Assessment which shall be assessed and levied equally upon each Lot, Sublot or Unit and the Owner thereof.

(b) The annual assessments provided for herein shall commence on the first day of the month following the closing of the first sale of a Lot, Sublot or Unit to a purchaser.

(c) Annual assessments shall be fixed on a pro rata basis for each Lot or Sublot and shall be collected by the Association on a quarterly basis, or otherwise as fixed by the directors. Owners shall not be entitled to take offsets from assessment amounts for any reason.

(d) Without written consent or a majority vote by the members of the Association, the annual assessment may not be increased more than twenty percent (20%) over that of the last preceding annual assessment.

6.04 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement to be performed on the Lots, Sublots or Units or Common Area or of a capital improvement upon the Association's Common Area, including fixtures and personal property related thereto, for the purpose of performing any unanticipated maintenance, and for unanticipated extraordinary expenses incurred by the Association.

6.05 Unpaid Assessments. Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, Sublot or Unit, and may recover all costs and fees incurred in such action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot, Sublot or Unit. Each of the Owners do hereby grant and appoint the Board of Directors as trustee to enforce such lien and to foreclose such lien by private power of sale, and the authority and power to sell the Unit or Lot of such defaulting Owner, or any part thereof, to satisfy said lien, for lawful money of the United States to the highest bidder. Such lien and the right to foreclose the same shall be in addition to and not in substitution for all other rights and remedies which the Owner and the Board of Directors may have to enforce the provisions hereof.

6.06 Lien for Assessments. All sums assessed to any Lot, Sublot or Unit pursuant to this Declaration and its amendments, together with interest thereon as provided herein, shall be

secured by a lien on such Lot, Sublot or Unit in favor of the Association upon recordation of a notice of assessment lien as provided herein. No lien is perfected unless the Association complies with the lien requirements as set forth by Idaho law, including Idaho Code Section 45-810, and as amended.

6.07 Remedies. In addition to the remedies stated above, the Association or individual Lot or Sublot owner may pursue any lawful or equitable remedy.

ARTICLE VII.
(DAMAGE OR DESTRUCTION OF COMMON AREA IMPROVEMENTS)

In the event of damage to or destruction of the property of the Association, or any part thereof, the Association shall repair or replace the same from the insurance proceeds payable to it by reason of such damage or destruction. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment in accordance with the provisions of this declaration, to cover the additional cost of the repair or replacement not covered by the insurance proceeds. Such special assessment is in addition to any other regular assessments made against Owners and is subject to the rules herein relating to Special Assessments. If any damage or destruction is caused by a casualty not insured against, then the repair or reconstruction shall be accomplished in the manner provided by a written agreement approved by the Owners representing more than fifty percent (50%) of all the Lot, Sublots or Units after the plans for any repairs or reconstruction have been approved by the Association.

ARTICLE VIII.
(LENDER'S REGULATIONS)

In order that residential dwelling units erected on the Property may qualify for existing subsidized lending programs, it is declared that the following rights exist in favor of any first mortgagee, notwithstanding contrary or conflicting provisions contained herein.

8.01 The first mortgagee of any dwelling unit may, by written notice to the Association, request written notice of any default by the mortgagor of such dwelling unit in the performance of such mortgagor's obligations under this declaration within thirty (30) days. Such request shall state the name and mailing address of the mortgagee, and the official records book and page number, file number or other reference identifying such recording, and the Lot, Sublot or Unit number encumbered by said mortgage, and a reference to this declaration. Each notice of default given pursuant to such request may be sent by regular mail, postage prepaid, addressed to the mortgagee at the address stated in such request. Following the lapse of two (2) years from the date of receipt of the written request last given by any mortgagee pursuant to this Article, the Association shall have no further duty to notify such mortgagee if mortgagor defaults.

8.02 Any first mortgagee who comes into possession of a dwelling unit pursuant to the remedies provided for in the mortgage, or foreclosure of the mortgage, shall be exempt from an

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existing right of first refusal of any party as to the purchase of such dwelling unit from the mortgagee thereof.

8.03 Unless at least seventy-five percent (75%) of the first mortgagees (based upon one (1) vote for each mortgage) of dwelling units within the subdivision have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the dwelling units in the subdivision. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such subdivision shall not be deemed a transfer within the meaning of this clause);

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) By act or omission change, waive or abandon any scheme or regulation, or enforcements thereof, pertaining to the architectural; design or the exterior appearance of dwelling units, the maintenance of party walls, or common fences and driveways, or the upkeep of walls and plantings in the subdivision;

(d) Fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount of not less than one hundred percent (100%) of the insurable value (based on current replacement cost); and

(e) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such improvements.

8.04 First mortgagees shall have the right to examine the books and records of the Association, upon reasonable advance request in writing.

8.05 First mortgagees of dwelling units in the subdivision, may jointly or singly, pay taxes which are in default and which may or have become a charge against Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

8.06 Nothing herein or in the Articles of Incorporation of the Association, or in any other instrument relating to the Property, gives any Owner of any Lot, Sublot or Unit or other party priority over any rights of first mortgagees pursuant to their mortgages, in the case of distribution to such Owners of insurance proceeds or condemnation awards for losses to or a taking of common property in the subject subdivision.

8.07 The terms "mortgage", "mortgagor" and "mortgagee" as used in this Article shall include respectively, a deed of trust and the trustor and beneficiary thereunder.

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 16**

ARTICLE IX.
(MISCELLANEOUS PROVISIONS)

9.01. Severability/Applicable Law. In the event of any inconsistency between applicable law and any of these covenants or restrictions the applicable law shall govern if the covenant or restriction would otherwise be invalidated. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

9.02. Choice of Law. This Agreement shall be governed by the law of the State of Idaho.

9.03. Wavier. The partial or complete invalidity of any one of more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

9.04. Attorney's Fees and Costs. Should any Lot or Sublot owner or Association employ an attorney to institute suit to enforce or interpret any provisions of or to protect its interest in any matter arising under the Declaration, the Articles, Bylaws, Rules, or any guidelines adopted pursuant to the Declaration, the prevailing party in such action shall be entitled to an award of their costs and attorney fees, including costs and fees on appeal.

9.05. Headings. The headings given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

9.06. Amendment. The provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Unless otherwise provided herein, this Declaration may only be amended by an instrument approved and signed by not less than four (4) out of the six (6) Lot or Sublot Owners. The Design Review Committee's powers and jurisdiction shall not be amended unless there is unanimous consent form all Lot and Sublot Owners. Any amendment must be recorded. Any such amendment shall be binding upon every Owner and every Lot, Sublot or Unit whether or not the burdens thereon are increased or decreased by such amendment and whether or not the Owner of each and every Lot, Sublot or Unit consents thereto.

9.07. Idaho Nonprofit Corporation Act. To the extent there are any inconsistencies between this Declaration and the provision of the Idaho Nonprofit Corporation Act, the Idaho Nonprofit Corporation Act shall control.

DATED this 11th day of December, 2019.

William C. Sundali
By: William C. Sundali

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11th day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundali, known or identified to me the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.



Fritz Haemmerle
Notary Public for Idaho
Residing at 1740 E. 24th
My Commission expires: 8/18/21

DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CROSSBUCK TOWNHOMES SUBDIVISION - 18

Shane B. Mace

By: Shane B. Mace, trustee of the Mace Living Trust

STATE OF IDAHO)
) ss.
County of Ada.)

On this 10th day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace, known or identified to me to be a trustee of the Mace Living Trust, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said Trusts.



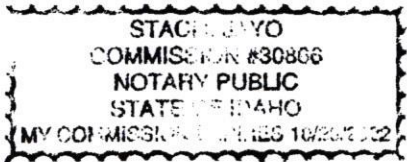
Staci L. Jayo

Notary Public for Idaho
Residing at Meridian, Id
My Commission expires: 10/29/2022

Sharon L. Mace
By: Sharon L. Mace, trustees of the Mace Living Trust

STATE OF IDAHO)
) ss.
County of Ada.)

On this 10th day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace, known or identified to me to be a trustee of the Mace Living Trust, who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in said Trusts.



Staci L. Jayo

Notary Public for Idaho
Residing at Meridian, Id
My Commission expires: 10/29/2022

DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CROSSBUCK TOWNHOMES SUBDIVISION - 19

(EXHIBIT A)

Insert Recorded Plat

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 20**

CERTIFICATE OF OWNERSHIP

This is to certify that we, the undersigned, are the owners in fee simple of the following described parcel of land:
 A parcel of land located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lots 1, 2, 3, and 4 in Block 67 of the City of Ketchum, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho. To be replatted as lots 1A, 2A, 3A, and 4A, Block 67 Ketchum Townsite.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owners to hereby include said land in this plat.

William C. Sundahl
 William C. Sundahl, an Unmarried Man
Shane B. Mace
 Shane B. Mace, Trustee of the Mace Living Trust
Sharon L. Mace
 Sharon L. Mace, Trustee of the Mace Living Trust

ACKNOWLEDGMENT

STATE OF Idaho } as
 COUNTY OF Blaine }
 On this 04 day of March, 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundahl, an unmarried man, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that he executed the same.

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



Sharon L. Mace
 Notary Public
 Residing at
Ketchum, Idaho
05-04-2024
 My Commission Expires

STATE OF Idaho } as
 COUNTY OF Blaine }
 On this 04 day of March, 2019, before me, a Notary Public in and for said State, personally appeared Shane B. Mace and Sharon L. Mace, Trustees of the Mace Living Trust known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

Sharon L. Mace
 Notary Public
 Residing at
Ketchum, Idaho
10/09/2022
 My Commission Expires



SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Lots 1A, 2A, 3A, and 4A Block 67, City of Ketchum, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Sam Young
 County Surveyor
 PLS 1157

APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum, on this 14 day of March, 2019.



John P. [Signature]
 City Clerk

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Sharon L. Mace, City Engineer for the City of Ketchum on this 3rd day of March, 2019.

Sharon L. Mace
 City Engineer

COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lot 1A, 2A, 3A, 4A, Block 67, City of Ketchum have been paid in full on this 15 day of MARCH, 2019. This Certification is valid for the next thirty (30) days only.

Janet [Signature]
 Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } as
 COUNTY OF BLAINE }

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

Instrument # 088889
 Filed in the Office of the Recorder of Blaine County, Idaho
 at the time and date of recording
 10/09/2022

Ex-officio Recorder

City of Ketchum
Planning and Zoning Commission
Attn: Suzanne Frick and Abby Rixon
P.O. Box 2315
Ketchum, ID 83340

RE: KETCHUM AM LOT 2A BLK 67 Crossbuck

Dear Suzanne and Abby,

Thank you for your assistance in processing our application for our townhome application. We have decided that we do not want to proceed with a phased development agreement. We understand that both units will have to be completed to get a Certificate of Occupancy for each unit before a final plat will be approved by the City of Ketchum.

We look forward to moving this matter forward and hope to be on the P&Z July 27th meeting's schedule.

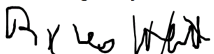
Best regards,

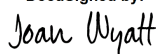
DocuSigned by:

BF24A761C2B54B6...
Brad DuFur

DocuSigned by:

2352D4775C114F9...
Cyndi DuFur

DocuSigned by:

FC9DB068DFB3409...
Richey Wyatt

DocuSigned by:

D50004BB5D09450...
Joan Wyatt



City of Ketchum
City Hall

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Agreement #20705 with Natural Energy Resources

Recommendation and Summary

On May 3rd, the City Council approved an initial Memorandum of Understanding (MOU) with Natural Energy Resources which expired in late August. The revised MOU allows for additional time for both parties to complete due diligence of Guyer Hot Springs associated with a potential public-private partnership.

"I move to approve Agreement #20705 with Natural Energy Resources"

The reasons for the recommendation are as follows:

- The Council has set a specific timeline to achieve clean energy goals. Geothermal is a renewable and clean energy source.
- This agreement will allow for a due diligence period to evaluate potential public uses, production capacity/water rights, and high-level financial analysis.
- The White House and Congress are currently working on a new infrastructure bill which contains a significant focus on clean energy/climate change. Potential public ownership of this asset increase likelihood to receive federal funds.

Introduction and History

Over the last several months, staff has held meetings with the owners of Guyer Hot Springs System. The system is currently serving several private homes along Warm Spring Road. Guyer Hot Springs was originally part of a resort facility which closed in 1929. The water source was later used to heat the Bald Mountain Hot Springs Lodge on Main Street.

The proposed MOU provides for a mutual framework to conduct due diligence associated with potential public uses of the hot water. The due diligence will build upon previous efforts conducted in 2013 by ERO Resources and in 2007 by Idaho Department of Water Resources.

Congress and the Administration are working on a new infrastructure bill that will have a significant focus on clean energy and climate protection projects. Currently the hot springs is privately owned and used for private purposes. Should the due diligence show that a public-private partnership is viable; receipt of federal funds would be more likely to a publicly owned system that demonstrates public benefit.

Sustainability Impact

Geothermal is a proven clean energy resource for many communities. The due diligence period will allow for a greater analysis of direct heating opportunities versus electrical generation.

Financial Requirement/Impact

The MOU outlines that each party will bear their own costs associated with due diligence activities such as consulting resources. Staff did receive a draft scope of work from Brown and Caldwell to complete a business case evaluation. The proposal could be brought in front of the Council as soon as the September 20th meeting for funding consideration.

Attachment:

1. Agreement #20705

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF KETCHUM AND
NATURAL ENERGY RESOURCES, INC.

This Memorandum of Understanding (MOU) is by and between the City of Ketchum, Idaho and Natural Energy Resources, Inc., an Idaho Corporation, effective to September ____, 2021.

Section 1. Recitals

1. The City of Ketchum (City) is a municipal corporation of the State of Idaho, empowered under Idaho Code Title 50, Chapter 3 to contract and be contracted with and to pursue and promote public safety and the welfare of the public.
2. The Natural Energy Resources, Inc., is an Idaho Corporation with general authority and control over the facilities commonly known as the Guyer Hot Springs System (System).
3. The System may have the potential to provide certain clean energy resources and water benefits, which may be of use and benefit to the designated clean energy goals and water services of the City.
4. The Parties desire to conduct a due diligence investigation of the System for consideration and further evaluation of public acquisition and use by the City.
5. The Parties desire to enter into this MOU as a recitation of the purposes and understanding of the initial cooperative efforts of the Parties to conduct a due diligence investigation.

Section 2. Terms of Understanding.

1. The Parties will cooperate to request and provide access as reasonably needed to investigate the current state and status of the System.
2. The Parties will cooperate on an inventory and evaluation of current and potential future water rights tied to the System.
3. The Parties will cooperate on, and the City will further explore at its discretion, the potential public uses and benefits for the water of the System.
4. The Parties understand that a key term of any future public acquisition would likely include the provision certain amounts of water to the properties of Carbon Hill, Inc. and David Cimino.

5. Each party will bear its own costs; assumes liability for its own individuals, employees, and agents; and is responsible for its own appropriate insurance in connection with any investigation activities under this due diligence.
6. The Parties understand and agree that this MOU is solely related to cooperation on a due diligence investigation, and that any further actions or agreement between the Parties will require subsequent and additional agreements in writing. This MOU is investigatory only and does not serve as a firm commitment by either party to proceeding on a public acquisition of the System.
7. This MOU shall expire on November 30th, 2021 unless extended in writing by the parties.

CITY:

CITY OF KETCHUM, IDAHO, an Idaho municipal corporation

Date

By: Neil Bradshaw
Its: Mayor

ATTEST:

Tara Fenwick, City Clerk

Natural Energy Resources, Inc.
An Idaho Corporation

Date

By: Brian Barsotti
Its: Director



City of Ketchum
City Hall

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to acknowledge NWP Housing Partners, LLC.,
assignment of lease and Provide Landlord Consent.**

Recommendation and Summary

Staff recommends the council acknowledge the assignment of lease and approve the mayor to provide landlord consent on material submitted by NWP Housing Partners, LLC., and Glacier Bank.

**Motion – “I move to acknowledge NWP Housing Partners, LLC.,
assignment of lease and Provide Landlord Consent.”**

Introduction and History

NWP Housing Partners, LLC., a tenant under Amended and Restated Ground Lease Agreement (*Instrument No. 572624, Blaine County, Idaho*) has refinanced and requests acknowledgement and consent from The City of Ketchum, the landlord.

Financial Requirement/Impact

None

Attachment:

Assignment of Lease and Landlord Consent

After recording, return to:

Glacier Bank
Attn: Jennifer Wheeler
202 S. Main Street
P.O. Box 27
Kalispell, MT 59903-0027

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ASSIGNMENT OF LEASE AND LANDLORD CONSENT

THIS ASSIGNMENT OF LEASE AND LANDLORD CONSENT (this “Assignment”), dated effective as of **CLOSING DATE**, is made among **NWP Housing Partners, LLC**, an Idaho limited liability company, whose address is P.O. Box 6452, Ketchum, ID 83340 (“Borrower”), **THE CITY OF KETCHUM**, an Idaho municipal corporation, whose address is P.O. Box 2315, Ketchum, ID 83340 (“Landlord”), and **GLACIER BANK**, a Montana banking corporation, whose address is 202 S. Main Street, P.O. Box 27, Kalispell, MT 59903 (“Lender”).

RECITALS

A. Borrower is the tenant under that certain Amended and Restated Ground Lease Agreement between Landlord, as lessor, and Ketchum Community Development Corporation, an Idaho non-profit corporation (“KCDC”), and Borrower, as lessee, a memorandum of which is recorded November 16, 2009 as Instrument No. 572624, records of Blaine County, Idaho (as it may from time to time be assigned, renewed, extended, amended, or restated, subject to the terms of this Assignment, the “Lease”), with respect to the following real property located in Blaine County, Idaho (the “Land”):

See Attached Exhibit A

B. Borrower owns certain improvements (“Improvements”) on the Land (the Land and the Improvements are collectively referred to herein as the “Property”), including a 32-unit affordable housing rental apartment complex commonly known as Northwood Place Apartments.

C. Borrower and Lender have entered into that certain Promissory Note, dated of even date herewith (as it may from time to time amended, modified, supplemented, extended, renewed or replaced, the “Note”), that certain Deed of Trust, dated of even date herewith (as it may from

time to time amended, modified, supplemented, extended, renewed or replaced, the “**Deed of Trust**”), and other Related Documents (as defined in the Deed of Trust), pursuant to which Lender has agreed to make a loan to Borrower in the principal amount of up to \$2,760,000.00 (the “**Loan**”) to finance the acquisition of the Improvements and the acquisition of additional real property, as further set forth in the Note. All capitalized terms used but not otherwise defined herein shall have the meanings provided in the Deed of Trust. Borrower’s obligations under the Note are secured by, among other things, the Deed of Trust, an assignment of rents, a fixture filing, and a security agreement, each dated as of the date hereof (such documents securing the Loan, as they may from time to time be amended, modified, extended, restated, renewed, or supplemented, may be collectively referred to herein as the “**Loan Security Documents**”).

D. To provide Lender additional security for the Loan, Borrower and Landlord have agreed to the terms of this Assignment. Both Borrower and Landlord acknowledge that they each will benefit from the Loan and the terms of this Assignment were specifically negotiated by the parties and were a material inducement of Lender providing the Loan.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment of Lease**. Borrower hereby absolutely and unconditionally assigns, transfers, and conveys to Lender, and grants to Lender a security interest in, all of Borrower’s present and future right, title, and interest in, to and under the Lease, and all of Borrower’s rights to enforce the obligations of Landlord under the Lease, and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other property, in any form whatsoever including, without limitation, general intangibles, chattel paper, accounts, instruments, documents, money, goods (whether equipment or inventory), and consumer goods, to secure the full payment and performance by Borrower of all of the Borrower’s obligations, duties, expenses, and liabilities under or in connection with the Loan, the Note, and the other Related Documents, as such may be now or hereafter amended, modified or restated; subject to Borrower’s rights to enjoy the benefits of the Lease while not in default under the Loan or the Lease. This Assignment will remain in full force and effect until the Loan is paid in full, including all amendments, modifications, extensions, restatements, renewals, or supplementations. This Assignment includes all future amendments, modifications, extensions, restatements, renewals, or supplementations to the Lease.

2. **Borrower Lease Defaults**. Landlord and Borrower shall promptly give Lender written notice of any default relating to the Lease or any document relating thereto, and Landlord and Borrower shall keep Lender reasonably notified of the ongoing status of any default. In addition to the foregoing notice requirements and any other notice requirements set forth herein, Landlord agrees not to terminate the Lease, or any part thereof or right thereunder, for any reason, including default, without giving Lender at least sixty (60) days’ prior written notice for each and every contemplated termination (the “**60-Day Period**”), and thereafter, during the 60-Day Period, Lender may exercise any of Lender’s rights under this Assignment. For purposes of clarity, this Assignment does not preclude or delay Lender from exercising any other remedy available to

Lender under the Related Documents in the event of a default thereunder. If Borrower defaults under the Loan or the Lease, or any document relating to the Loan or the Lease, Lender may do any of the following: (i) by giving notice during any 60-Day Period, step into Borrower's position as lessee under the Lease and take possession of the Land under the terms of the Lease, temporarily or permanently assuming Borrower's obligations under the Lease; (ii) including after taking possession of the Land and assuming Borrower's obligations under the Lease as permitted in Subparagraph 2(i), by giving notice, to thereafter reassign the Lease (including as relating to any foreclosure action or other transaction relating to the disposition of the Land), after which Lender will have no further obligation to Landlord as relating to the Lease from that point forward; and (iii) exercise any other remedy granted to Lender by the Related Documents or under the Lease. Such notices shall be effective upon receipt as set forth in Section 6 below. Lender will have no liability related to the Lease, except only to cause the performance of Borrower's obligations due under the Lease attributable solely to that period of time following when Lender assumes Borrower's obligations under the Lease until such time as Lender transfers or assigns such obligations. Landlord agrees to attorn to Lender, and to Lender's successors and assigns, as lessee, and to recognize Lender, and Lender's successors and assigns, as lessee under the terms of the Lease. Lender's exercise of its rights under this Assignment itself shall not allow Landlord to terminate or modify the Lease in any way. Even if Lender exercises its rights under this Assignment, Borrower's obligations as lessee under the Lease and as Borrower under the Loan and all Related Documents shall survive Lender's exercise of its rights under this Assignment. The rights of Lender created or granted under this Assignment are in addition to any other rights of Lender relating to the Loan. Any amounts paid or incurred by Lender under this Assignment shall be added to the principal amount due by Borrower under the Loan and secured by the collateral of the Loan. Notwithstanding the foregoing or any other provision herein, Lender shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Borrower and Landlord shall not, as to Lender, anticipate or require cure of any such default by Lender. The parties agree nothing in this Assignment is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Borrower in the payment of rent and/or any other sums due under the Lease or in the performance of any of the terms, covenants, or conditions of the Lease on Borrower's part to be performed; provided, however, that Landlord shall comply with the terms of this Assignment prior to the exercise of any such rights or remedies.

3. **Acknowledgements and Agreements by Borrower and Landlord.**

Borrower and Landlord hereby represent, warrant, acknowledge and agree as follows:

(a) Other than Lender's obligation to cause the performance of Borrower's obligations due under the Lease attributable solely to that period of time following when Lender assumes Borrower's obligations under the Lease until such time as Lender transfers or assigns such obligations, as set forth in Section 2(iii), Lender shall not be deemed to have assumed, or become liable for, the payment or performance of any of the obligations or liabilities of Landlord or Borrower arising from or in connection with the Lease whether arising before or after the occurrence of an event of default.

(b) Borrower and Landlord will not amend, modify, extend, restate, renew, supplement, terminate, cancel, or waive any provision of, or consent to the amendment, modification, extension, restatement, renewal, supplementation, termination, cancellation, or

waiver of any provision of the Lease without the prior written consent of Lender. No amendment, modification, extension, restatement, renewal, supplementation, termination, or cancellation of the Lease, and no consent or waiver given with respect to the Lease on or after the date hereof, whether pursuant to the terms of the Lease or otherwise, will be effective without the written consent of Lender, except as specifically provided in section 18 of the Lease. Borrower shall not prepay any rents or other sums due under the Lease for more than one (1) month in advance of the due date therefor. Borrower shall not collect any rents or other sums due from residents of the Property for more than one (1) month in advance of the due date therefor.

(c) From and after the date of this Assignment, in the event of any act or omission by Landlord which would give Borrower the right, either immediately or after the giving of notice, lapse of time or both, to terminate the Lease or to claim a partial or total eviction from the Property, Borrower will not exercise any such right: (i) until it has given written notice of such act or omission to Lender, which notice will be sent simultaneously with the notice sent to Landlord; and (ii) until sixty (60) days after receipt of such notice or such longer period of time as may be necessary to cure or remedy such default, act, or omission including such period of time necessary to obtain possession of the Property and thereafter cure such default, act, or omission, during which period of time Lender shall be permitted to cure or remedy such default, act or omission. Notwithstanding the foregoing, Lender shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Borrower and Landlord shall not, as to Lender, anticipate or require cure of any such default by Lender.

(d) Borrower shall send a copy of any notice, statement, report, or other document required to be delivered to Landlord under the Lease to Lender at the same time the same is sent to Landlord. Landlord shall send a copy of any notice, demand, consent, approval, or other communication or document required to be delivered to Borrower under the Lease to Lender at the same time the same is sent to Borrower.

(e) Borrower has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Land, or any portion of or any interest in the Land, and to the extent that Borrower has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the lien and security interest in favor of Lender under the Related Documents and is hereby waived and released as against Lender.

(f) Lender shall have no obligation nor incur any liability with respect to the erection or completion of any improvements on the Land or for completion of any improvements for Borrower's use and occupancy. Lender shall have no obligation nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, title, habitability, fitness for purpose or possession.

(g) This Assignment satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement, and Borrower waives any requirement to the contrary in the Lease.

(h) Borrower and Landlord agree that Lender and its representatives shall have the right to inspect the Property and Borrower's and Landlord's books and records pertaining thereto, upon reasonable prior notice to Borrower and Landlord and during normal business hours.

(i) This Assignment does not constitute a waiver by Lender of any of its rights under the Related Documents, or in any way release Borrower from, or reduce Borrower's obligations to comply with the terms, provisions, conditions, covenants, agreements, and clauses of the Related Documents, and the provisions of the Related Documents remain in full force and effect and must be complied with by Borrower.

4. **Consent of Landlord.** Landlord hereby expressly consents to the assignment of the Lease to Lender on the terms set forth in this Assignment. Whether or not Lender enters into possession of the Property for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease.

5. **Lease Status.** The Lease is and shall remain subordinate to Lender's security interest in the Land, the Improvements, and any other collateral pursuant to the Loan Security Documents. Notwithstanding the foregoing, and without limiting any other provision of this Assignment, Lender may, at its option and without joinder or further consent of Borrower, Landlord, or anyone else, at any time after the date of this Assignment, subordinate the lien of any or all of the Loan Security Documents (or any other lien or security interest held by Lender which covers or affects the Property) to the Lease by executing an instrument that is intended for that purpose and that specifies such subordination. If Lender elects to subordinate the lien of the Loan Security Documents, Borrower will execute any documents required to evidence such subordination; provided, however, notwithstanding that the Lease may by unilateral subordination by Lender hereafter be made superior to the lien of the Loan Security Documents, the provisions of the Loan Security Documents relative to the rights of Lender with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord in lieu thereof) and/or insurance payable by reason of damage to or destruction of all or any portion of the Property shall at all times be prior and superior to and shall control over any contrary provisions in the Lease. If Lender subordinates the Loan Security Documents to the Lease, Lender shall have no duty or obligation to cure or remedy any breach or default. Borrower and Landlord agree to execute and deliver from time to time, upon the request of Lender, a certificate regarding the status of the Lease, consisting of statements, if true (or if not, specifying why not), (i) that all of the agreements and provisions contained in the Lease are in full force and effect, (ii) the Lease is bona fide and contains all of the agreements of the parties to the Lease with respect to the letting of the Property, (iii) the date through which rentals have been paid, (iv) the date of the commencement of the term of the Lease, (v) without limiting the terms of this Assignment, the nature of any amendments, modifications, extensions, restatements, renewals, or supplementations of the Lease, (vi) that no default, or state of facts which with the passage of time or notice (or both) would constitute a default, exists under the Lease, (vii) no setoffs, recoupments, estoppels, claims or counterclaims exist against the parties to the Lease, (viii) other than as permitted under the Related Documents, Borrower has not subleased any portion of the Property, and no party has assigned any of its rights under the Lease, and (ix) such other matters as may be reasonably required by Lender.

6. **Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the address shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. It will be Borrower's responsibility to tell the others of the notice from Lender. A copy of all notices shall also be sent to:

Ketchum Community Development Corporation
P.O. Box 6452
Ketchum, ID 83340
Attn.: Executive Director

7. **Miscellaneous.**

(a) The rights granted to Lender hereunder are in addition to any rights granted to Lender in the Lease, the Loan Security Documents, or in the Related Documents. This Assignment supersedes any inconsistent provision of the Lease or any other agreement, express or implied, between Borrower and Landlord and shall survive any termination of the Lease by operation of law, including following any foreclosure of the lien of the Loan Security Documents. Any conflict between the Note and the Lease shall be read in favor of the Note.

(b) Nothing contained in this Assignment shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Note, the Loan Security Documents, or the other Related Documents.

(c) This Assignment shall inure to the benefit of Lender, its successors and assigns; provided, however, that if Lender assigns or transfers its interest, all obligations and liabilities of Lender under this Assignment from the date of such assignment or transfer thereof forward shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom such interest is assigned or transferred; and provided further that the interest of Landlord or Borrower under the Lease or this Assignment may not be assigned or transferred without the prior written consent of Lender.

(d) This Assignment may not be modified orally or in any manner other than by an agreement in writing signed by each of the parties to this Assignment or their respective successors in interest.

(e) If any provision of this Assignment shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not apply to or affect any other provision of this Assignment, but this Assignment shall be construed as if such invalidity, illegibility, or unenforceability did not exist.

(f) This Assignment may be executed in any number of counterparts, all of which when taken together, shall constitute one original document.

(g) The laws of the State of Idaho and of the United States of America shall govern the rights and duties of the parties hereto and the validity, construction, enforcement, and interpretation of this Assignment.

{Signatures on following pages}

LANDLORD:

THE CITY OF KETCHUM, IDAHO

an Idaho municipal corporation

By: _____

Name: _____

Its: _____

STATE OF IDAHO)

:ss

County of _____)

This instrument was signed and sworn to before me on _____, 2019, by _____, the _____ of The City of Ketchum, Idaho.

WITNESS my hand and official seal.

Printed Name _____

NOTARY PUBLIC FOR THE STATE OF _____

EXHIBIT A

Legal Property Description

A portion of Tax Lot 6689 located in Section 12, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Commencing at a ½" rebar at the southeast corner of Tax Lot 6689 and proceeding North 04°57'10" West, 1265.72 feet along the easterly line of said Tax Lot 6689 to the POINT OF BEGINNING;

Thence departing said easterly line, South 85°18'57" West, 160.78 feet to a point on the easterly right-of-way line of Saddle Road;

Thence the following two (2) courses along said right-of-way line: North 04°58'13" West, 110.93 feet to the beginning of a curve to the right, having a radius of 350.00 feet; and northeasterly along said curve, through a central angle of 20° 56'29", an arc length of 127.92 feet and a long chord of North 05°24'00" East, 127.21 feet to the intersection of the easterly right-of-way line of Saddle Road and the southerly right-of-way line of Park Circle;

Thence the following two (2) courses along the southerly right-of-way line of Park Circle: North 89°59'24" East, 56.30 feet and North 84°10'35" East, 81.87 feet to a 5/8" rebar marking the northeast corner of said Tax Lot 6689;

Thence departing said right-of-way line South 04°57'10" East, 233.22 feet along the easterly line of Tax Lot 6689 to the POINT OF BEGINNING.



City of Ketchum

September 2, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve the Purchase of Fire Station Equipment for \$25,295 from MES

Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

"I move to approve the purchase of fire station equipment in the total amount of \$25,295."

The reasons for the recommendation are as follows:

- Washing and drying hose and fire gear properly is essential to the longevity of equipment and the health of firefighters by removing carcinogens.
- This Equipment will reduce water use at the new fire station.
- These are all included in the budget for the new station.

Introduction and History

Currently hose and firefighter gear are dried by draping them over ladders, chairs, lockers or any other surface in the apparatus bay. The proposal is to purchase a drying cabinet that circulates either cool air or heated air as needed. This will reduce drying time and reduce time firefighters are out of service after fires. As the firefighters have only one set of gear each, they can be unavailable for 1-2 days waiting for cleaning and drying gear.

Fire hose has traditionally been put back onto the fire engines after fires, as the fire department does not have an effective viable hose washer. This leaves carcinogens on the hose, which are brought back to the fire station. Cleaning that hose to reduce carcinogens is essential to reducing risk to both staff and the public. The hose washer that the fire department currently owns uses thousands of gallons of water, and does not effectively remove carcinogens.

The City solicited bids from three vendors. MES provided the low bid on the Groves product specified.

Sustainability Impact

The hose washer is designed to reduce water use by more 75% when washing hose. The gear dryer was selected as it has "air-only" drying options.

Financial Impact

This is included the budget for the fire station project.

Attachments

Quotes from MES, LN Curtis and Darley.

Acceptance

Neil Bradshaw, Mayor
City of Ketchum



W.S. DARLEY & CO.
 DARLEY FIRE EQUIPMENT DIVISION
 325 SPRING LAKE DR. • ITASCA, IL 60143
 Toll Free: 800-323-0244 • Phone: 630-735-3500 • FAX: 708-345-8993
 FEIN 36-0976610 DUNS 005094842 CAGE 15852

Prepared By:
 George Brennan
georgebrennan@darley.com
 Phone: 630-625-4557 Direct: 800-323-0244 x357

Quotation

Date
8.17.21
Ship Terms
QUOTED
Pay Terms
Net 15
Acct. #
1020370
Ref. #
2087275074

Sold To:

KETCHUM SUN VALLEY FD
 PO BOX 966
 KETCHUM, ID 83340

Ship To:

KETCHUM FD
 480 E AVE
 KETCHUM, ID 83340

Line	Qty.	Mfr.	Item #	Description	Unit Price	Line Total
1	1	GROVES INC.	BL472	WASHER, READY RACK HOSE	\$13,984.38	\$ 13,984.38
2	1	GROVES INC.	MLFH6G	CABINET, 6 SET EXPRESS DRYING	\$ 8,412.06	\$ 8,412.06
3	1	GROVES INC.	BL474	RACK, HOSE DRYING	\$ 741.66	\$ 741.66
4	1			ESTIMATED SHIPPING	\$ 2,725.00	\$ 2,725.00

Subtotal	\$ 25,863.10
Sales Tax	
Total	\$ 25,863.10

Notes:

Offer valid for 30 days
 Thank you for your business!



3801 Fruit Valley Rd.
Suite C
Vancouver, WA 98660

Quote

Date 08/17/2021
Quote # QT1499172
Expires 09/16/2021
Sales Rep McMillan, John
PO # Bill McLaughlin
Shipping Method FedEx Ground

Bill To
 KETCHUM FIRE DEPARTMENT
 PO BOX 966
 Ketchum ID 83340
 United States

Ship To
 Seth Martin
 KETCHUM FIRE DEPARTMENT
 480 EAST AVE. NORTH
 Ketchum ID 83340
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
GROVES	FH6G 240/1PH		FH6G 240/1PH Custom GROVES Fire House 6 Gear Dryer (240 V / 1PH) (Standard Electrical Configuration) Recommended breaker: 35 amp, Available in: 208v / single phase, 208v / 3 phase, 240v / single phase, or 240v / 3 phase. Please confirm building voltage prior to placing a PO.	1	8,300.00	8,300.00
GROVES	MHD-42		MHD-42 Custom GROVES Mobile Hose Drying Rack	1	740.00	740.00
GROVES	RRHW		RRHW Custom GROVES Ready Rack Hose Washer	1	13,575.00	13,575.00

Subtotal 22,615.00
Shipping Cost (FedEx Ground) 2,680.00
Total \$25,295.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1499172

Ph: 801-486-7285
 TF: 800-426-0509
 Fax: 801-487-1278
slcsales@lncurtis.com
 DUNS#: 00-922-4163



Intermountain Division
 1635 South Gramercy Road
 Salt Lake City, UT 84104
www.LNCurtis.com
 Quotation No. 198992

Quotation

CUSTOMER:
 Ketchum City Fire Department
 PO Box 966
 Ketchum ID 83340

SHIP TO:
 Ketchum City Fire Department
 480 East Avenue North
 Ketchum ID 83340

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
198992	08/16/2021	09/15/2021

SALESPERSON	CUSTOMER SERVICE REP
Shannon Crays scrays@lncurtis.com 208-863-9557	Sterling Young syoung@lncurtis.com 801-486-7285

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Bill McLaughlin	C30812	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
DEST	Standard Shipping	

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.
 Transportation is included in below pricing.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	FH6G GROVES	6-Gear Firehouse Express Drying Cabinet, Includes: * 6Ea. Hangers * 4Ea. Shelves	\$8,949.00	\$8,949.00
2	1	EA	MHD-42 GROVES	Hose Drying Rack Insert For PPE & Hose Dryer	\$789.00	\$789.00
3	1	EA	GROVES CUSTOM	As Below: RRHW Groves Ready Rack Hose Washer	\$15,627.00	\$15,627.00

Small Business
 CAGE Code: 5E720
 DUNS Number: 009224163
 SIC Code: 5099
 Federal Tax ID: 94-1214350

This pricing remains firm until 09/15/2021. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Ph: 801-486-7285
TF: 800-426-0509
Fax: 801-487-1278
slcsales@lncurtis.com
DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Intermountain Division
1635 South Gramercy Road
Salt Lake City, UT 84104
www.LNCurtis.com
Quotation No. 198992

Subtotal	\$25,365.00
Tax Total	\$0.00
Transportation	\$0.00

Total	\$25,365.00
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[View Terms of Sale and Return Policy](#)



City of Ketchum

September 3, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve the Purchase of Fire Station Furniture for \$7,665.60 from Butler human Services

Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

"I move to approve the purchase of fire station furniture in the total amount of \$7,665.60."

The reasons for the recommendation are as follows:

- The beds at the old fire station are old and mismatched. There are 3 XL mattress on regular frames and a Murphy bed in the day room. All need replacing.
- This is included in the fire station project.

Introduction and History

The old fire station has 3 rooms, each with a 20-year-old bed. A 4th bed is located in the day room (kitchen/office/lounge) as a Murphy bed. New mattresses have been purchased but are larger than the old beds, to accommodate the taller firefighters.

The new fire station has six bunk rooms. This will provide sturdy beds designed for fire station use for each room. Each has 3 lockers for bedding material for 3 shifts.

Quotes for the same item were solicited from three vendors. Only Butler Human Services (the manufacturer) provided a quote.

Sustainability Impact

None.

Financial Impact

This is included the budget for the fire station project.

Attachments

Quote from Butler Human Services.

Acceptance

Neil Bradshaw, Mayor
City of Ketchum



877-852-0784
 ph: 804-897-3400
 fx: 804-897-0053

QUOTATION 79335

Net Price Quote For:
 KETCHUM FIRE DEPARTMENT
 480 EAST AVE
 KETCHUM, ID 83340

413-A Branchway Road
 North Chesterfield, VA 23236

Cust # 055318 Catalog 2022 Zone A

**** 5 DAY QUICKSHIP ****

Items will ship from our manufacturing facility within 5 business days from receipt of signed quote or purchase order. Items will be shipped via common carrier. Tailgate delivery is standard. Inside delivery (no set up) available where offered. Common Carrier shipping charges will be quoted by order. Call 877-852-0784 (toll free) for shipping quote. All items will be boxed.

Date Created: 8/18/21
 Project:
 Required Date: 8/18/21

Ship To: KETCHUM FIRE DEPARTMENT
 480 EAST AVE
 KETCHUM, ID 83340

Sales Rep: JOHN SHANNON
 203-241-9753
 JSHANNON@BUTLERHUMANSERVICES.COM

Contact: Bill McLaughlin
 (208) 720-5074
 BMCLAUGHLIN@KETCHUMFIRE.ORG

Line	Qty	Description	Net Each	Total
1	6	9416071 FIERO BED W/3 STORAGE UNITS XL tag: 516 HONEY LACQUER 516	\$967.20	\$5,803.20
2	6	9616603 SEALED BED PLATFORM, TWIN XL tag:	\$110.40	\$662.40
3	1	1099040 HS PRODUCT DELIVERY tag: TAILGATE DELIVERY, NO LIFT GATE LIFT GATE REQUIRED DELIVERY APPOINTMENT: TBD	\$1,200.00	\$1,200.00

Subtotal: \$7,665.60
 Handling Charge: \$0.00

(Tax, if applicable, is ESTIMATED. Final tax total will be calculated after the order is placed.)

Total*: \$7,665.60

Sauder® Manufacturing Co. means Sauder® Manufacturing Co.; Sauder Worship Seating®; Sauder Education®; Wieland; Butler Human Services®; and any affiliated, predecessor or successor entities

Postponed Delivery/Installation: Any order postponed 30 days or longer from the original estimated ship date listed on your order acknowledgement, without 60 days written notice will be subject to storage charges of \$300 per trailer/container per month and a onetime handling charge of \$360 per trailer/container. Any order postponed with less than 14 days notice will be subject to additional shipping, handling, and storage charges of up to \$1,000 per trailer/container per week. Payment will be due per the original terms. We will make every effort to reschedule postponed deliveries on customer's requested date. Due to other delivery commitments, we cannot guarantee delivery on the date you requested.

Delivery/Installation: Facilities must be ready to receive furniture. All construction must be complete before we can start delivery and installation. There must be free and clear easy access to the building where the furniture will be installed. Rooms, hallways, lobby, and entrance way must be empty and free and clear of all obstructions. All buildings with 3 or more floors must have working elevators free and clear of all obstructions and dedicated for the sole use of our installers during our installation. If upon arrival for delivery and installation, the conditions described in this paragraph are not met, Butler Human Services® will not start the installation. Butler Human Services® will charge customer any storage, additional labor, trucking, and expenses incurred due to the site not being ready to receive furniture as described in this paragraph.

Cancellations: No cancellations will be accepted after parts, fabrics, and or materials have been ordered for your order.

Returns: All returns must be pre-authorized by Butler Human Services®. Returns will be subject to a restocking fee.

Payment Terms: Payment is due upon receipt of invoice.

Collection Costs: Customer agrees to pay all costs of collection, including reasonable attorney fees, collection fees and court costs in the event customer fails to pay any charges when due.

Warranty: Butler Human Services® warranty is extended to the initial Purchaser for a 10 year period from the date of delivery. Proof of delivery is required for any claim. Butler Human Services® warrants that its manufactured products are free of defects in material and workmanship. Fully upholstered products: Fabric manufacturer warranty will apply for selected fabric. Foam is warranted to be free from defects in materials and workmanship for one (1) year. Wooden frames are guaranteed for a period of 10 years. The tempered steel mainframe deck is covered for one (1) year. Mattresses are not manufactured by Butler Human Services® and therefore are covered by the manufacturer's standard warranty. Under no circumstances shall Butler Human Services® be liable for incidental or consequential damages. Please see Butler Human Services® Warranty Statement for additional information.

Deposits: A 50% deposit is required with the order for: COM fabrics, modifications of standard items, custom items, and any non-standard item.

COM and Special Ordered Fabric: All COM and Special Order fabrics carry no warranty from Butler Human Services®. No changes or cancellations accepted after fabric ordered. Butler Human Services®. cannot control COM and Special Order fabric vendors' delivery therefore delivery dates will be quoted once fabric is received.

This quote is valid for 30 days from quote date.

Order Acknowledgement: Any changes to this order must be received by Butler Human Services® in writing within 3 business days of receipt of original signed quote/order. No changes or cancellations will be accepted after Butler Human Services® has ordered parts, fabrics, materials, etc. for your order. If you do not receive an order acknowledgement within 10 days, contact Butler Human Services® immediately as your order may not be placed.

Designate the contact you wish to receive the Order Acknowledgement (Choose one only)

Email: _____

Fax: _____

Mailing Address _____

X _____ Date _____



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Contract #20701 with Agnew Beck for consulting services related to Community Housing

Recommendation and Summary

Staff requests Council approve Contract #20701 with Agnew Beck to provide consulting services related to the development of a city community housing strategic plan.

"I move to authorize Contract #20701 for a not to exceed amount of \$51,100 with Agnew Beck."

The reasons for the recommendation are as follows:

- The City Council has expressed a desire for the creation of a housing strategic plan
- The plan will inform potential future zoning/regulatory changes as well as city investments as it relates to community housing. Specifically, the city intends to hold a May 2022 election relating to altering the collection of Local Option Taxes to fund community housing.
- Agnew Beck has completed similar efforts in other Idaho communities

Introduction and History

During the FY22 budget development process, the City Council expressed a desire to formalize the city's overall community housing strategy. To that end, staff recommended the city retain a consultant to engage the community in the development of a city housing strategic plan based on national best practices.

Attached is the proposed scope of work. We will be looking for feedback from the Council and key stakeholders for suggested revisions. Staff would like to highlight a couple of points. First, the lack of community housing is not limited to just the City of Ketchum. Therefore, the scope of work contemplates coordination with Blaine County, the Blaine County Housing Authority (BCHA), adjacent cities and key stakeholders. Second, city staff has emphasized to the consultant team to complete task two in the most cost and time efficient manner. We all recognize we are in a housing crisis but there are no recently updated numbers that would inform a ten-year goal target for preservation and creation of housing units in the valley and Ketchum specifically. Coordination would occur with Sun Valley Economic Development and BCHA to build on any existing data points. City staff has also acquired updated information from a recent survey conducted by the Colorado Association of Ski Towns, which will reduce planned hours on the best practices task item. As with any professional services contract, the amounts outlined in the proposed scope of work are estimates and the city only pays for completed hours. Therefore, should elements in the scope of work be completed more efficiently than planned, the city will enjoy those financial savings.

Sustainability Impact

Adequate community housing decreases the occurrence of trip generation and associated greenhouse gases.

Financial Impact

This contract would be funded from the Mayor-Council Strategic Initiative Fund.

Attachments:

Contract #20701



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20701 WITH AGNEW BECK CONSULTING, INC.

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into as of the _____ day of _____ 2021 by and between Agnew Beck Consulting, Inc. (Agnew::Beck) and the City of Ketchum, an Idaho municipal corporation (Agnew::Beck Consulting and City of Ketchum are, collectively, the “Parties”) with reference to the following facts:

RECITALS

A. The City of Ketchum is experiencing similar affordable and community housing issues that are affecting comparative towns across the nation. The City desires to promote stability, affordability and viable solutions to current and future residents. Accordingly, the City has determined that an outside organization is needed to analyze the situation and vet all possible solutions.

B. Agnew::Beck has the expertise necessary to conduct, organize, manage, and produce an analysis of the current housing situation and propose a housing strategic plan to assist the City of Ketchum curb the crisis with viable solutions.

C. City of Ketchum desires to retain the services of Agnew::Beck and Agnew::Beck desires to provide the services, as set forth herein.

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

1. **General Duties.** Agnew::Beck agrees to conduct, organize, manage and produce a Community Housing Analysis and Strategy according to the terms and conditions of this Agreement.
2. **Description of Services.** Agnew::Beck shall complete the tasks in the attached scope of work and schedule, incorporated herein by this reference (the “Services”).
3. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Agnew::Beck for hours billed (per attached fee structure) on a monthly basis. The monthly bill shall be itemized by completed task, team member and fee rate. Direct project expenses (e.g., travel) shall be itemized on the monthly bill. This contract will not exceed \$51,100.

4. **Term – 7 Months.** This Agreement shall be effective for a period of seven months with an option to extend for project development and as needed pro formas. The parties hereby agree that in the event Ketchum, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, Ketchum may terminate this Contract without penalty upon thirty (30) days written notice to Agnew::Beck. Upon receipt of such notice neither party shall not have any further obligation to the other. In the event of such termination, Agnew::Beck shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not encumbered for authorized expenditures by Agnew::Beck at the date of termination shall be refunded to Ketchum within twenty (20) days.

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

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

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

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

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

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

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

7. **Representations and Warranties by Agnew::Beck.** Agnew::Beck hereby represents and warrants to City of Ketchum as follows:

(a) Agnew::Beck agrees to conduct, organize, manage and produce a Community Housing Analysis and Strategy.

(b) City of Ketchum shall retain proprietary rights over all final findings and reports items relating to the study.

(c) Public Records. Agnew::Beck hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Agnew::Beck for Ketchum, regardless of physical form or characteristics, may be public records pursuant to the Idaho Public Records Act, Chapter 1 of Title 74 of Idaho Code. Accordingly, Agnew::Beck shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

(d) Agnew::Beck shall provide all study materials to City of Ketchum immediately upon request.

8. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.

9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement, or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.

11. **Mediation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.

12. **Attorney Fees and Costs.** In the event that any of the Parties is required to incur attorney fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

13. **Entire Agreement.** This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.
14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.
17. **Interpretation.**
- (a) Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.
 - (b) This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.
 - (c) The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.
 - (d) Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.
18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.
19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

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

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

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

WHEREFORE, the Parties have executed this Agreement on the day and year set out next to each of their signatures

CITY OF KETCHUM

AGNEW BECK CONSULTING, INC

Neil Bradshaw, Mayor

Ellen Campfield Nelson, Principal/Owner

ATTEST:

Tara Fenwick
City Clerk



City of Ketchum Community Housing Analysis and Strategy

Proposal Submitted by Agnew::Beck and Elkartu Consulting



Jade Riley
480 East Ave. N.
Ketchum, ID 83340

Dear Jade –

Agnew::Beck is excited to submit our proposal to assist the City of Ketchum in its endeavor to create an accessible community housing approach.

Our firm recognizes that creating supportive and affordable housing is vital to ensure the long-term health and sustainability of our communities. As you well know, Ketchum and the Wood River Valley face a unique set of challenges as a highly desirable place to live, with fluctuating seasonal activity alongside serious housing shortages. These dynamics, in turn, can affect population health, community cohesion, and the long-term sustainability of the region – situations experienced by many mountain towns and cities throughout the West. Our team has extensive experience analyzing housing data and creating housing strategy and policy recommendations that lead to actionable projects and initiatives.

Our firm offers a specific combination of skills that seem to fit well with this project:

- Understanding of housing issues, solutions, data, and trends
- Direct work with a variety of housing entity types and housing projects
- Extensive experience working with collective impact approaches
- Proven ability to consider issues comprehensively while conducting focused, organized research
- Well-designed, succinct summaries that convey key facts and illuminate solutions
- Continual focus on project implications, next steps, and implementation goals
- Experience working throughout the Mountain West

Agnew::Beck has conducted comparable research for similarly sized cities and regions and has assisted on projects ranging from housing project development, Pay for Success and other feasibility analyses, local and regional housing strategies work, Housing First strategies, organizational capacity building, strategic planning and local and regional land use planning. Our team has direct experience working with the types of entities that have historically addressed housing demand, affordability, and quality, and we have helped these organizations remain innovative and responsive in their approaches to building community and successful housing solutions. Highlights of some of our recent, relevant experience include:

- Five-Year Supportive Housing Analysis and Financial Modeling, City of Boise (2021)
- Our Path Home – Campaign to End Family Homelessness, City of Boise (2020-2021)
- Pay for Success Feasibility Study, United Way of Anchorage (2018)
- Regional Housing Authority Needs Assessment, Copper River Basin Regional Housing Authority (2017-2018)
- Housing and Homelessness Roundtables, Ada County (2015-2019)
- Housing First Scattered Site Business Plan, City of Boise and Ada County (2015-2016)
- Housing Needs Analysis, City of Boise (2015)

A::B is a multidisciplinary consulting firm based in Boise, Idaho and Anchorage, Alaska. Our aim is to promote strength, health, vibrancy, and equity across communities throughout the West. We are skilled in policy, planning, engagement, and project implementation. Since 2002, we have helped our clients strategically respond to growth and change, challenges, and opportunities to achieve their goals. Our team is committed to

effective and efficient project management. We are committed, passionate, and practical partners, working as allies with our clients to identify and tackle their most important issues with smart, effective solutions, and with key stakeholders at the center of the process.

“Engage, Plan, Implement” is our approach to helping people, places and organizations get beyond ideas and issues, and get into making things happen.

We look forward to engaging with you in this important effort to create a more equitable and affordable housing environment for the City of Ketchum.

A handwritten signature in black ink, appearing to read "Ellen Campfield Nelson", with a long, sweeping horizontal line extending to the right.

Sincerely,

Ellen Campfield Nelson, Principal::Owner

Agnew::Beck Consulting | 802 West Bannock Street, Suite 305A | Boise, ID 83702
t 208.342.3976 | www.agnewbeck.com

Our Team

Ellen Campfield Nelson, AICP, Principal | Project Advisor



Ellen practices planning and project development across many fields, working in health, housing, recreation, economic development, land use, transportation and placemaking. She integrates skills in visual communication, data analysis, public engagement, strategic planning, facilitation and project implementation. After five years in Agnew::Beck's Anchorage office, Ellen moved to Idaho in 2008, establishing a new Agnew::Beck office. Over the last fifteen years, she has worked with communities around the Mountain West and is familiar with the struggles and possibilities they frequently face as they work to retain the characteristics they love while managing the growth pressures their popularity brings. She is increasingly focused on the relationship between health and housing, and the importance of both in planning great communities. Ellen's recent project portfolio includes Housing and Homelessness Roundtable facilitation for the City of Boise Mayor's Office, developing a Vision Zero Communications Plan for Anchorage's Mayor's Office to eliminate traffic deaths, and assisting the Confederated Tribes of the Umatilla Indian Reservation with a health action plan. Ellen recently completed a resilience business incubator feasibility study for the Blue Lake Tribe in northern California that resulted in a \$7M award from the U.S. Economic Development Administration, and she assisted the Idaho Commission on the Arts to kick off a long-range planning process.

Diana Lachiondo, Principal and Owner | Elkartu Consulting LLC | Project Manager



Diana Lachiondo is a community and regional leader in Idaho. She has worked extensively on some of the toughest issues of the day, including housing and homelessness, the opioid epidemic, refugee integration and land use and growth management. Diana brings a unique combination of deep policy expertise with an intimate knowledge of the political and cultural landscape of Idaho and the Northwest. Prior to starting Elkartu Consulting in 2021, Diana worked in the private and nonprofit sectors for a decade. She then spent five years as the Director of Community Partnerships for the City of Boise before being elected to serve on the Ada County Board of Commissioners.

Wyatt Schroeder, Senior Associate | Housing Strategist



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

Aaron Mondada, Associate | Research Analyst



Aaron holds a Masters of Community and Regional Planning from Boise State University. Since joining Agnew::Beck in 2015, Aaron has led data collection and analysis projects as well as survey design, deployment and analysis. He also coordinates many details of project outreach, communications, and logistics. Aaron’s recent work included data collection and analysis for the City of Boise’s Our Path Home 5-Year Supportive Housing Plan, project coordination and planning for the Central Bench, North End, and Sunset Neighborhood plans, and demographic analysis and market research on California’s Redwood Coast for the Blue Lake Tribe’s Resilience Business Incubator Feasibility Study. Aaron is currently helping Capitol City Development Corporation with their coordinated efforts to envision the future of the Linen Blocks on Grove Street and is an implementation coordinator for Neighbors United, Boise’s refugee network. Aaron has presented on topics as varied as food systems, data for understanding recreation trends, and the rise of “pop-up” events in community planning.

Similar Work Experience

Select Housing Experience

Five-Year Supportive Housing Analysis and Financial Modeling

City of Boise | Ongoing | The five-year supportive housing analysis is a data informed approach to understanding the ever-changing housing market in the City of Boise – with a focus on providing information related to how the City can prioritize funding, resource allocation, and housing policy development. To support this assessment, Agnew::Beck created a financial modeling tool with adjustable variables (incentives, funding, number of affordable units, etc.) that can be used by the City to assess available resources and the partnerships necessary to create new units that support both market-rate and affordable housing development. This supportive housing analysis also includes a geographic and demographic analysis of neighborhoods aimed at informing potential parcel acquisition strategy and targeted housing supports. Agnew::Beck is facilitating an inclusive steering committee featuring developers, services providers, and representatives from local governments to help support the implementation of the five-year development pipeline.

Idaho Falls Market Assessment

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

City of Boise, Housing Needs Analysis

City of Boise | 2014-2015 | Boise is the largest city in Idaho, with more than 200,000 residents and 90,000 housing units. In 2014, the City of Boise Housing and Community Development Division (HCD) launched a housing needs analysis process, and selected Agnew::Beck to lead the effort. The primary goal was to not only describe current market conditions and housing inventories, but identify gaps in housing availability, areas of concern, and recommendations for addressing these needs as well. Agnew::Beck divided work into three distinct phases: Discovery, Analysis and Direction. This approach provided a framework for comprehensive datasets, and significant outreach with key informants. Data was compiled from numerous sources, including local assessor and GIS information, multiple listing service (MLS) reports, regional studies, and the U.S. Census Bureau. The final report includes direction for HCD to answer current housing questions, as well as direct future programs and services.

Ada County Housing and Homelessness Roundtables

City of Boise | 2015-2019 | The Housing and Homelessness Roundtables, sponsored by the City of Boise Mayor's Office and facilitated by Agnew::Beck, have successfully brought together a diverse array of leaders who are committed to understanding and implementing solutions to homelessness and housing in Ada County, Idaho's most populous county. With more than 100 participants from more than 40 governments and organizations, the Roundtables have helped initiate critical bricks-and-mortar projects and marshalled funding for several new housing initiatives. The Ada County Housing and Homelessness roundtables have brought intense focus and support to the issue of homelessness and housing affordability through both conventional and unconventional means including events such as visits and conversations with Pulitzer-prize-winning author Matthew Desmond (*Evicted*), and New York Times journalist Nicholas Kristof.

Housing First Scattered Site Business Plan

City of Boise | 2015-2016 | In collaboration with Boise City and Ada County stakeholders, Agnew::Beck developed a strategic plan to address chronic homelessness that highlights the economic impact of a Housing First approach. Previous facilitation of a housing roundtable series and housing needs analysis built the foundation for engagement on this concept with local hospitals and healthcare providers, homeless service providers, law enforcement, housing providers and others. Agnew::Beck's plan highlighted the community's interest in a long-term, evidence-based solution, utilized technical support provided by Boise State University Public Policy Research Center and University of Utah Sorenson Impact Center, outlined the program's necessary service providers and agencies, and provided an operational pro forma with a fundraising and sustainability plan. The plan identifies nationally recognized best practices for evaluation and identifies the City of Boise's and Ada County's natural advantages and challenges to launch the program.

Pay for Success Feasibility Study

United Way of Anchorage | 2018 | On behalf of the United Way of Anchorage, Agnew::Beck prepared a financial feasibility analysis of the potential cost avoidance associated with utilizing a pay for success model to sustainably fund permanent supportive housing in Anchorage and the Mat-Su. The analysis included current utilization of public safety, corrections and emergency services resources by the project target population and estimated the percent change in service utilization post-intervention. The feasibility analysis and estimated cost avoidance were published in May 2018. United Way, the Municipality of Anchorage and other partners are currently engaged in the transaction structuring phase: identifying the number of housing units and supports needed per year, soliciting bids from service providers to participate, developing the metrics for measuring success and payments back to investors, and securing financial arrangements with partners involved in order to fund the first year of the program.

Copper River Basin Regional Housing Authority Needs Assessment

Association of Alaska Housing Authorities | 2017-2018 | Copper River Basin Regional Housing Authority (CRBRHA) is the authorized Tribally Designated Housing Entity (TDHE) for the eight federally recognized tribal partners of the Ahtna Region in Alaska. Agnew::Beck collected and analyzed data to inform decisions on where to invest in housing, what types of housing programs to develop and which funding programs to target, then produced a regional strategic plan and funding strategy that matches the priorities of CRBRHA and its partner communities. The tools used by the consultant team to develop the regional housing assessment have been compiled as a needs assessment “tool box” that individual communities can also use to better understand detailed housing needs and plan for housing in their own community.

Select Additional Housing Experience

- 2020 – Bethel Multi-family Housing Concept Development
- 2018 – Anchorage Coalition to End Homelessness: Continuum of Care Grant Application
- 2018 – Fairbanks North Star Borough Regional Growth Plan and F-35 Beddown Analysis
- 2018 – Alaska Mental Health Trust Authority Cost Impact Analysis for the Alaska Pioneer Homes
- 2017 – Cook Inlet Housing Authority: Live Work Play Housing Feasibility Primer
- 2014 – Tlingit-Haida Housing Needs Assessment
- 2014 – Juneau Senior Housing and Services Market Demand Study

Select Stakeholder Engagement and Capacity Building Experience

City of Boise Continuum of Care Action Plan

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

Old Boise Blocks on Grove Street Placemaking and Redevelopment Strategy

Capital City Development Corporation | 2019-2021 | The Old Boise Blocks on Grove Street, between 3rd and 6th Streets downtown, are ready for catalytic transformation. CCDC has more than \$10M in capital improvement project funding dedicated to investments in this area. With the assistance of Agnew::Beck, CCDC is in the middle of an inclusive community-driven visioning process to develop a placemaking strategy for the Old Boise Blocks on Grove that will further energize and activate one of Boise’s original neighborhoods. The placemaking and redevelopment strategy featured a broad public engagement and a 43-member Visioning Workgroup who met regularly throughout the summer of 2020 to discuss the vision and desired function in the project area. The Visioning Workgroup brought together a wide range of stakeholders including developers, private landowners, residents, agency representatives, businesses, and members of Idaho’s Basque community. Alongside the visioning workgroup, Agnew::Beck designed and implemented two public surveys to collect additional information regarding the values and vision for the project area, receiving over 600 responses in total. The final Placemaking and Redevelopment Strategy report was finalized in

November 2020. Agnew::Beck has continued to support the implementation of the Old Boise Blocks on Grove Street Vision through additional stakeholder engagement efforts during phase 2 of the streetscape design process. Final Streetscape designs are undergoing final agency review and should be approved later this year.

Blue Lake Rancheria Resilience Business Incubator Feasibility Study

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

Neighbors United Implementation Coordination

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

Select Additional Stakeholder Engagement and Capacity Building Experience

- 2021 – CCDC Linen Blocks on Grove Street Visioning Process
- 2017-2021 – City of Boise Neighborhood Plans
- 2018 – City of Kuna Comprehensive Plan
- 2018 – Shoshone-Bannock Comprehensive Economic Development Strategy

Work Samples

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

- Ada County Housing and Homelessness Roundtable – Data Assessment Handout
- City of Boise, Campaign to End Family Homelessness – Informational Handout
- City of Boise, Supportive Housing Analysis – Presentation, Select Slides
- City of Boise, Supportive Housing Analysis – Data Model Dashboard Screen Capture
- City of Idaho Falls Market Study – Final Report

Proposed Scope of Services

Task 1: Start-Up, Scoping and Scheduling (Aug/Sep)

Key deliverables from Task 1: (1) Updated project plan and scheduled; monthly progress reports, (2) Stakeholder Engagement Plan.

1A. Project Team Kick-Off.

Meet with City team to refine scope and timeline, transfer documents and information, and clarify roles. Meet regularly (approximately bi-weekly) to update on progress and adjust tasks, schedule and deliverables, as needed, throughout the project period.

1B. Stakeholder Analysis and Engagement Planning.

Identify key stakeholder groups within the City and region who have information and influence over housing, and the ability to contribute to and implement solutions. Develop a stakeholder engagement plan that includes a list of key informants to interview, intended audiences for community survey, and other people and organizations who should be invited to participate in and contribute to community housing planning and activities.

Task 2: Housing Needs and Solutions Assessment (Sep-Nov)

Key deliverables from Task 2: (1) Updated community housing supply/demand data, (2) Community Housing strategy and assessment toolkit, (3) Brief findings and recommendations memo, and (4) Task 2 summary presentation.

2A. Housing Supply/Demand Analysis.

Determine the level of demand and current supply for housing with the City and County. Use 2020 Census and other available data to update the current demand for housing by household income levels. Pre-release supply/demand numbers when available for reference in partner initiatives and other projects.

2B. Mountain Town Community Housing Toolkit.

Conduct and compile results from a research scan to evaluate the impact of past/existing and potential/new housing strategies, locally and in comparable communities. Identify impacts of various strategies and their availability for local use. This task could also include interviews with project developers - e.g., property owner/managers, architects and financial institutions to verify cost assumptions about development and financing and understand the key financial levers available within the community. Bundle strategies, key indicators (e.g., available, buildable land and assets, housing equity measures, etc.) and the financial portfolio and tools available to develop local community housing into a community housing toolkit. Present preliminary findings to City team.

2C. Key Findings.

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

Task 3: Stakeholder Engagement (Oct-Jan)

Key deliverables from Task 3: (1) Key informant interviews and survey results, (2) Materials for City/Council work sessions, (3) Materials and documentation from County Housing Work Group meetings.

3A. Local Informant Interviews and Research.

Conduct approximately eight-to-ten (8-10) interviews (one-on-one or small groups) with local key informants to understand the community context and readiness for further housing development. Interviews will likely include City of Ketchum and other local agencies tasked with regulating, managing and developing housing and land uses; major employers; local human services organizations and others as identified by the City.

Design, help deploy and analyze results from a community-wide survey about perceptions of housing need and potential solutions.

3B. City of Ketchum Work Sessions.

Meet with City of Ketchum staff and officials up to three (3) times in the course of the project to confirm the project charter, survey initial findings and present final recommendations. Address questions in a work session format.

3C. Regional/County Community Housing Work Group.

If invited, participate in approximately 3 meetings of Blaine County's Community Housing Working Group to discuss relevant topics such as: (1) Valley wide/shared housing goals, including number of units in specific AMI ranges, (2) discuss and identify specific strategies and potential projects that could be employed in north and south valley areas, (3) discuss potential structure for ongoing collaboration and action.

Task 4: Housing Action Plan (Jan-Mar)

Key deliverables from Task 4: Final action plan report and supporting materials.

4A. City of Ketchum Community Housing Action Plan.

Based on activities in all prior Tasks, work with City staff to finalize a housing action plan that identifies specific strategies and projects that meet with City's community housing goals and relates these goals to the Valley's regional needs.

Task 5: Project Development and Pro Formas (as needed)

Develop pro formas and provide project management for site specific projects. *Costs provided as needed for specific projects.*

Project Timeline

Scope of Work	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Task 1: Start-Up, Scoping, Scheduling								
Task 2: Housing Needs and Solutions Assessment								
Task 3: Stakeholder Engagement								
Task 4: Housing Action Planning								
Task 5: Project Development and Pro Formas	To be determined, as needed							

Proposed Pricing

Our estimated fee for the described work is below.

City of Ketchum Support for Community Housing Development <i>Submitted by Agnew::Beck August 23, 2021</i>	Principal		Project Manager, Senior Associate and Senior Analyst		Data Analyst and Project Support		Total
	hours	rate	hours	rate	hours	rate	
Phase I Timeframe: September 2021 to April 2022		\$170		\$135		\$100	
Task 1: Start-Up, Scoping and Scheduling (Aug/Sep)	10	\$1,700	10	\$1,350	4	\$400	\$3,450
1A. Project Team Kick-Off.	6	\$1,020	6	\$810	2	\$200	
1B. Stakeholder Analysis and Engagement Planning.	4	\$680	4	\$540	2	\$200	
Task 2: Housing Needs and Solutions Assessment (Sep-Nov)	20	\$3,400	72	\$9,720	40	\$4,000	\$17,120
2A. Housing Supply/Demand Analysis.	4	\$680	12	\$1,620	12	\$1,200	
2B. Mountain Town Community Housing Toolkit.	6	\$1,020	40	\$5,400	16	\$1,600	
2C. Key Findings.	10	\$1,700	20	\$2,700	12	\$1,200	
Task 3: Stakeholder Engagement (Oct-Jan)	32	\$5,440	48	\$6,480	52	\$5,200	\$17,120
3A. Local Informant Interviews and Research.	8	\$1,360	24	\$3,240	20	\$2,000	
3B. City of Ketchum Work Sessions.	12	\$2,040	12	\$1,620	16	\$1,600	
3C. Regional/County Community Housing Work Group.	12	\$2,040	12	\$1,620	16	\$1,600	
Task 4: Housing Action Plan (Jan-Mar)	8	\$1,360	30	\$4,050	20	\$2,000	\$7,410
4A. City of Ketchum Community Housing Action Plan.	8	\$1,360	30	\$4,050	20	\$2,000	
Task 5: Project Development and Pro Formas (as needed)							\$0
Develop pro formas and provide project management for site specific projects. <i>Costs provided as needed for specific projects.</i>	costs provided, as needed, for specific projects						
Expenses ** Travel expenses estimate assumes up to three (3) in-person visits by up to 2 people per visit. Visits are assumed to be 2 days/2 nights. Costs include lodging, mileage and per diem, using current federal mileage and per diem rates. Other meetings will be held virtually. A::B strictly adheres to current CDC and local health authority health and safety guidance when planning for and participating in in-person meetings/events/gatherings.							\$6,000
TOTAL	70	\$ 11,900	160	\$ 21,600	116	\$ 11,600	\$ 51,100

EXCLUSIONS + TERMS

Expenses - Include costs for travel to and from A::B's Boise, Idaho office as well as related equipment and services required in the normal performance of the contract. Costs for printing, mailing or otherwise distributing these materials, or for paid advertising are not included in this budget and would be paid for directly by client, as needed. Rights to final versions of all materials are transferred to the client upon conclusion of the project. A::B reserves the right to use any and all project materials for educational and marketing purposes. A::B reserves the rights to any draft or conceptual materials developed in the course of the project, or other materials specified in the terms of the contract.

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

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



City of Ketchum
City Hall

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Presentation and Discussion regarding Downtown Parking Plan

Recommendation and Summary

On March 13th, the City Council approved a contract with Dixon Consulting as well the procurement of license plate recognition (LPR) parking enforcement technology as a starting point in the development of the downtown parking plan. Staff has completed several months of data collection via the new technology. Dixon consulting will present the findings and recommended next steps.

The reasons for the recommendation are as follows:

- The city continues to receive applications for new development in the downtown core
- Adequate and predictable availability of public parking is essential for the health of local businesses
- The city desires to utilize both national best practices policies and technology in the creation of a downtown parking plan

Introduction and History

The city retained Dixon Consulting to advise on the development of a downtown parking plan as well as assist with the selection and deployment of new (LPR) parking technology. This technology is the most efficient method to acquire parking utilization data for each block in the downtown area. City staff has completed an adequate sample period and is now prepared to present the findings (attached) as well as recommended next steps to engage our residents, visitors, and businesses to develop the plan with associated short, medium and long-term strategies/tasks.

Sustainability Impact

A modern and well managed public parking system reduces the occurrence of people driving around several times to find adequate parking.

Financial Requirement/Impact

There is no immediate impact, however, staff is scoping the next phase of activities and anticipates returning with a proposed new task order to the Dixon Consulting contract.

Attachments:

1. PowerPoint Presentation
2. August 11, 2021, City Hall Block Findings
3. July 27, 2021, Downtown Findings

Downtown Parking Plan

Ketchum City Council

September 7, 2021

Introduction & Company Profile



Julie Dixon

Principal

Dixon Resources Unlimited



- 30 years of traffic & parking management experience
- Supported two of the largest U.S. parking meter programs: the City of Los Angeles and the City & County of San Francisco
- SFpark implementation (USDOT-funded congestion management program)
- Established Dixon Resources Unlimited in 2012
- 2020 Parking Today's Parking Person of the Year

- Clients throughout the country
- Extensive parking and traffic management experience
- On and off-street programs:
 - Technology Operations
 - Customer Service
 - Procurement
 - Collections
 - Maintenance
 - Security/Safety
 - Enforcement
- Revenue reconciliation
- Efficiency analysis
- Overall recommendations and training

Understanding Ketchum's Needs

→ What are your parking objectives?

- *Immediate*
- *Within 12 months*
- *5 years*
- *10 years+*

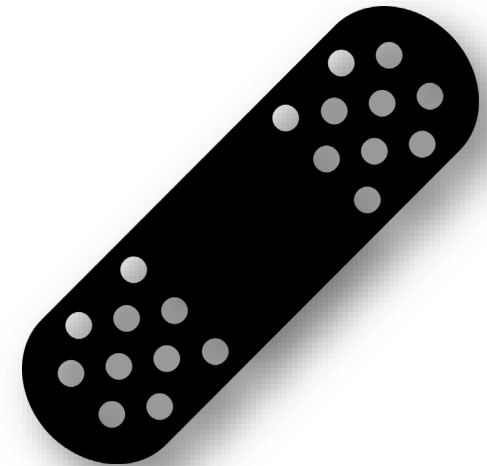
→ Develop a parking solution roadmap

- *Consider the end user experience*
- *Long term planning, technology refresh*
- *Incremental investments, phased approach*



What's the problem?

- Have a problem parking area? Install a meter!
 - **Band-Aid solutions** become overwhelming to manage
 - **Chasing the tail**
 - Restrictions push the problem elsewhere
 - **Proactive vs. reactive** approach to parking management

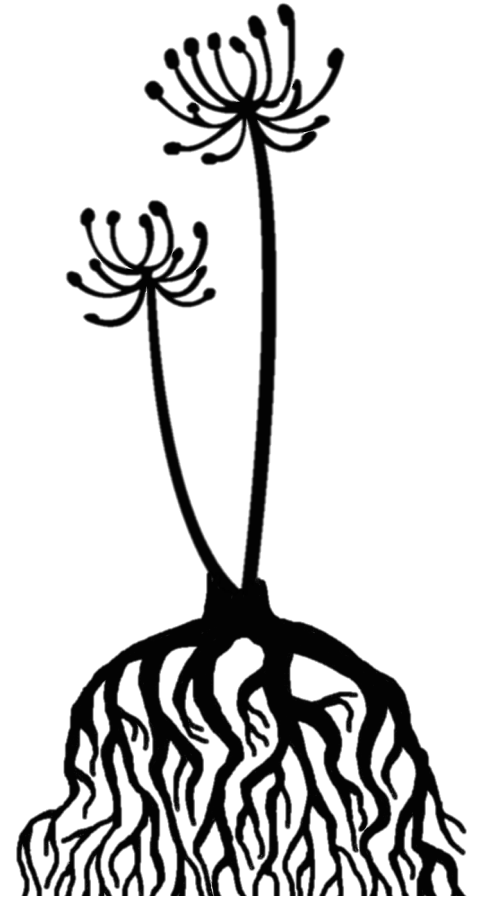


Identify the core root of the challenge

- Accurately addressing problems
- Make data-driven decisions

ENFORCEMENT IS CRITICAL

- Compliance based approach to managing parking



Downtown Parking Key Considerations

Easy, convenient, and accessible

- Overall downtown experience
 - Customer service
- “Park Once”
 - On-street vs. off-street parking
 - What is a reasonable walking distance?
- Mobility and accessibility
- Employee parking
- Compliance
- Wayfinding and parking guidance
- Alternative mode options
- Ongoing data collection
 - 85% occupancy target
 - Transparency

Stakeholder feedback

Parking Study

On-street mobile LPR data collection

- Opportunity to pilot compliance technology

June 3 - June 26, 2021

- 8am - 5pm on weekdays
- 10am - 4pm on Saturdays

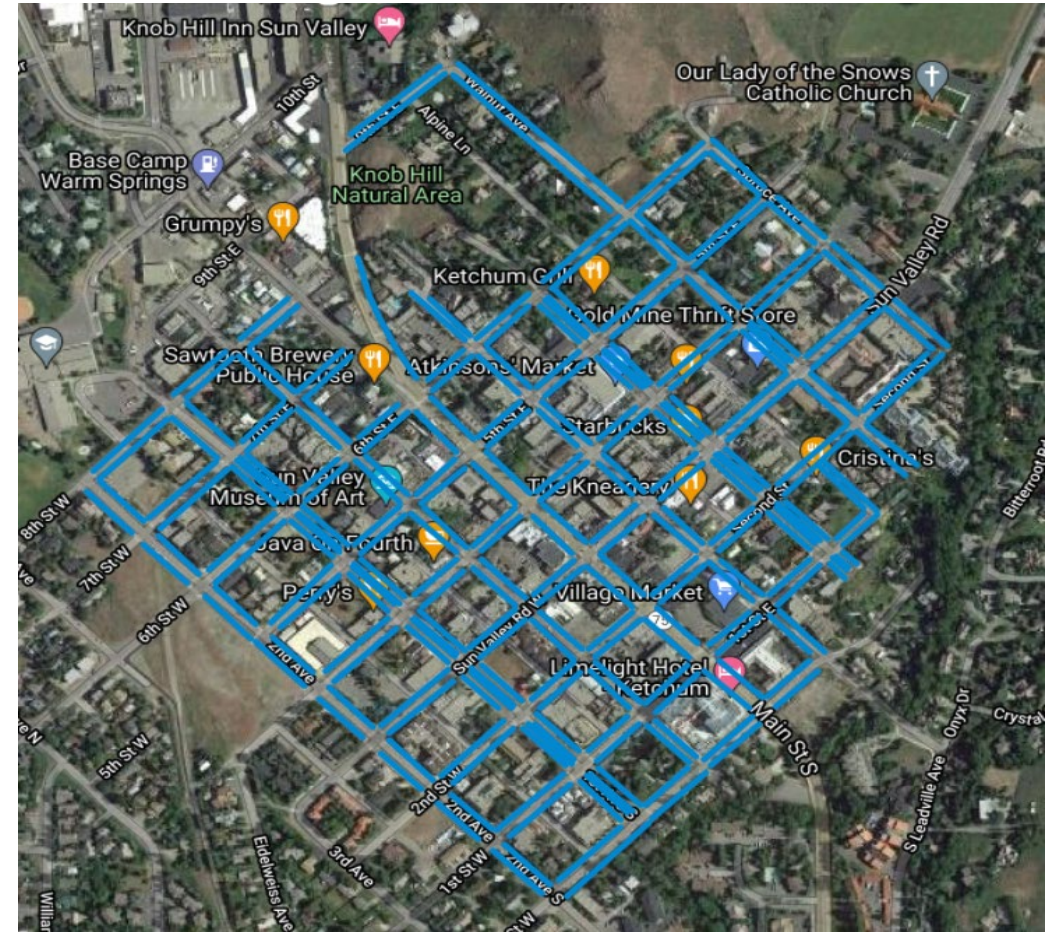


1,996 on-street spaces in downtown region

Continued collection in July and August around the City Hall site

- Evaluation of potential Bluebird Village parking impacts

Study Area

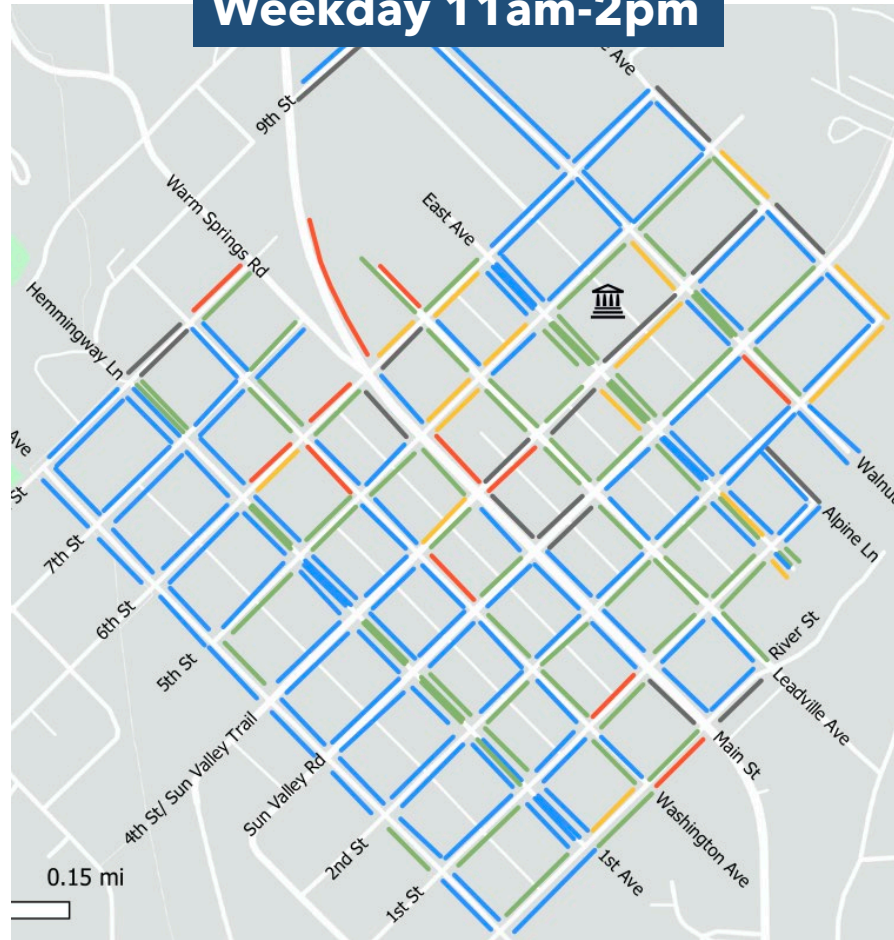


Peak Period Heat Maps

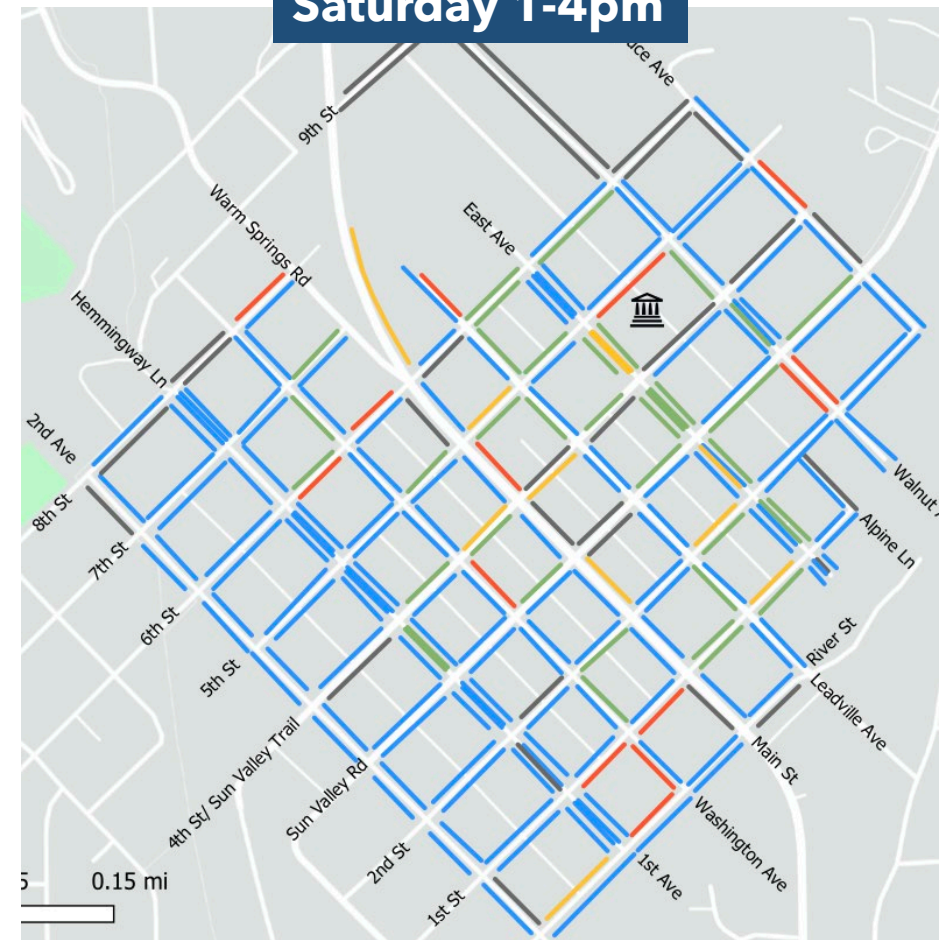
Study Area Averages:

- Weekday occupancy was highest from 11am-2pm (54%)
- Saturday occupancy was highest from 1-4pm (44%)

Weekday 11am-2pm



Saturday 1-4pm



Summary of Results

- Some blocks exceeded 85% occupancy, but parking was available within 1 or 2 blocks
- Peak on-street parking demand occurs around lunch time
- Most vehicles stay less than three hours

Perception vs. Reality

Potential Next Steps

- **Ongoing data collection plan**
 - Post results to City website
 - Data-driven decisions
- **Stakeholder engagement**
 - Extensive outreach and direct feedback
 - Online parking survey
 - Understand parking experience and priorities
- **Downtown Parking Framework**
 - Strategies to optimize parking management
 - Realistic and actionable

Contact



Julie Dixon
(213) 716-6933

Julie@dixonresourcesunlimited.com

Saturday on-street occupancy rate was highest from 1-4pm at 49% occupied. There are slightly lower levels of occupancy overall on Saturdays compared to weekdays.

Table 1: Weekday Average On-street Parking Occupancy Percentage

Date	8-11am	11am-2pm	2-5pm
Thursday, June 3, 2021	N/A	37%	45%
Friday, June 4, 2021	34%	48%	N/A
Monday, June 7, 2021	51%	51%	39%
Tuesday, June 8, 2021	41%	52%	N/A
Wednesday, June 9, 2021	N/A	57%	N/A
Thursday, June 10, 2021	8%	54%	56%
Friday, June 11, 2021	55%	44%	66%
Monday, June 14, 2021	45%	58%	47%
Tuesday, June 15, 2021	44%	58%	52%
Wednesday, June 16, 2021	38%	56%	53%
Thursday, June 17, 2021	44%	68%	N/A
Friday, June 18, 2021	47%	55%	58%
Monday, June 21, 2021	52%	61%	57%
Tuesday, June 22, 2021	43%	N/A	53%
Wednesday, June 23, 2021	43%	64%	40%
Thursday, June 24, 2021	37%	60%	58%
Friday, June 25, 2021	41%	68%	60%
Monday, June 28, 2021	38%	57%	51%
Tuesday, June 29, 2021	53%	N/A	53%
Thursday, July 1, 2021	50%	58%	61%
Wednesday, July 7, 2021	49%	N/A	N/A
Wednesday, July 28, 2021	50%	N/A	44%
Thursday, July 29, 2021	52%	52%	N/A
Friday, July 30, 2021	N/A	54%	32%
Wednesday, August 4, 2021	47%	46%	51%
Average	45%	56%	53%

Table 2: Saturday Average On-street Parking Occupancy Percentage

Date	10am-1pm	1-4pm
Saturday, June 12, 2021	46%	50%
Saturday, June 19, 2021	52%	49%
Saturday, June 26, 2021	44%	48%
Average	47%	49%

Chart 1: Weekday Average On-street Parking Occupancy Percentage

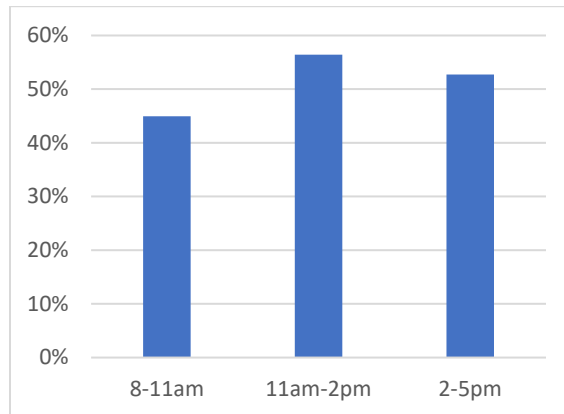
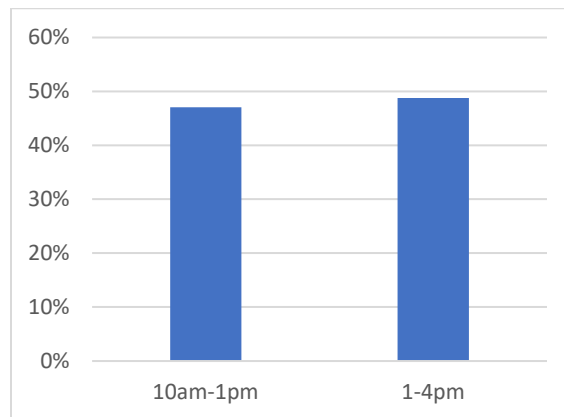


Chart 2: Saturday Average On-street Parking Occupancy Percentage



Parking turnover results show most vehicles stay less than three hours, with 89% staying less than three hours on weekdays and 98% staying less than three hours on Saturdays. Most vehicles stay between 1-3 hours, with 52% staying between 1-2 hours on weekdays and 84% staying between 1-2 hours on Saturdays.

Table 3: Weekday Average On-street Parking Length of Stay

Date	< 1 Hr	1 - 2 Hrs	2 - 3 Hrs	> 3 Hrs
Friday, June 4, 2021	2%	86%	11%	0%
Monday, June 7, 2021	0%	65%	31%	4%
Tuesday, June 8, 2021	0%	79%	15%	6%
Friday, June 11, 2021	5%	30%	56%	9%
Monday, June 14, 2021	4%	60%	33%	4%
Tuesday, June 15, 2021	6%	78%	10%	6%
Wednesday, June 16, 2021	0%	23%	54%	23%
Thursday, June 17, 2021	26%	74%	0%	0%
Friday, June 18, 2021	2%	72%	25%	2%

Monday, June 21, 2021	2%	73%	22%	3%
Tuesday, June 22, 2021	0%	0%	4%	96%
Wednesday, June 23, 2021	2%	71%	18%	8%
Thursday, June 24, 2021	0%	20%	63%	18%
Friday, June 25, 2021	0%	20%	56%	24%
Thursday, June 10, 2021	13%	68%	16%	3%
Thursday, June 3, 2021	50%	50%	0%	0%
Monday, June 28, 2021	0%	27%	55%	18%
Tuesday, June 29, 2021	0%	5%	55%	40%
Thursday, July 1, 2021	4%	71%	18%	7%
Wednesday, July 7, 2021	0%	0%	0%	0%
Wednesday, July 28, 2021	7%	7%	50%	36%
Friday, July 30, 2021	3%	86%	11%	0%
Wednesday, August 4, 2021	21%	36%	38%	6%
Total	5%	52%	32%	11%

Table 4: Saturday Average On-street Parking Length of Stay

Date	< 1 Hr	1 - 2 Hrs	2 - 3 Hrs	> 3 Hrs
Saturday, June 12, 2021	7%	78%	11%	4%
Saturday, June 19, 2021	2%	87%	11%	0%
Saturday, June 26, 2021	0%	87%	11%	2%
Total	3%	84%	11%	2%

Chart 3: Weekday Average On-street Parking Length of Stay

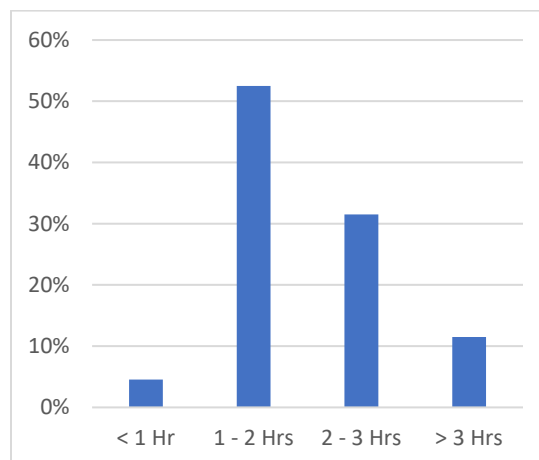
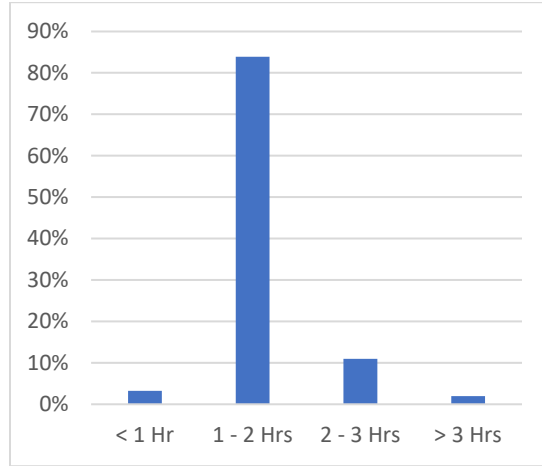


Chart 4: Saturday Average On-street Parking Length of Stay



The data concisely shows ample parking available in the study area during all portions of the day. While some block faces become more congested at times, the results demonstrate that most, if not all, vehicles can park within reasonable walking distance to their destination.

Appendix A: Heat Maps

Rapid Parking Report

City of Ketchum



Data Collected over 23 weekdays between June 3rd and August 4th, 2021

Rapid Parking Report

City of Ketchum



Data Collected over 23 weekdays between June 3rd and August 4th, 2021

Rapid Parking Report

City of Ketchum



Data Collected over 23 weekdays between June 3rd and August 4th, 2021

Rapid Parking Report

City of Ketchum



Data Collected over 3 Saturdays in June 2021

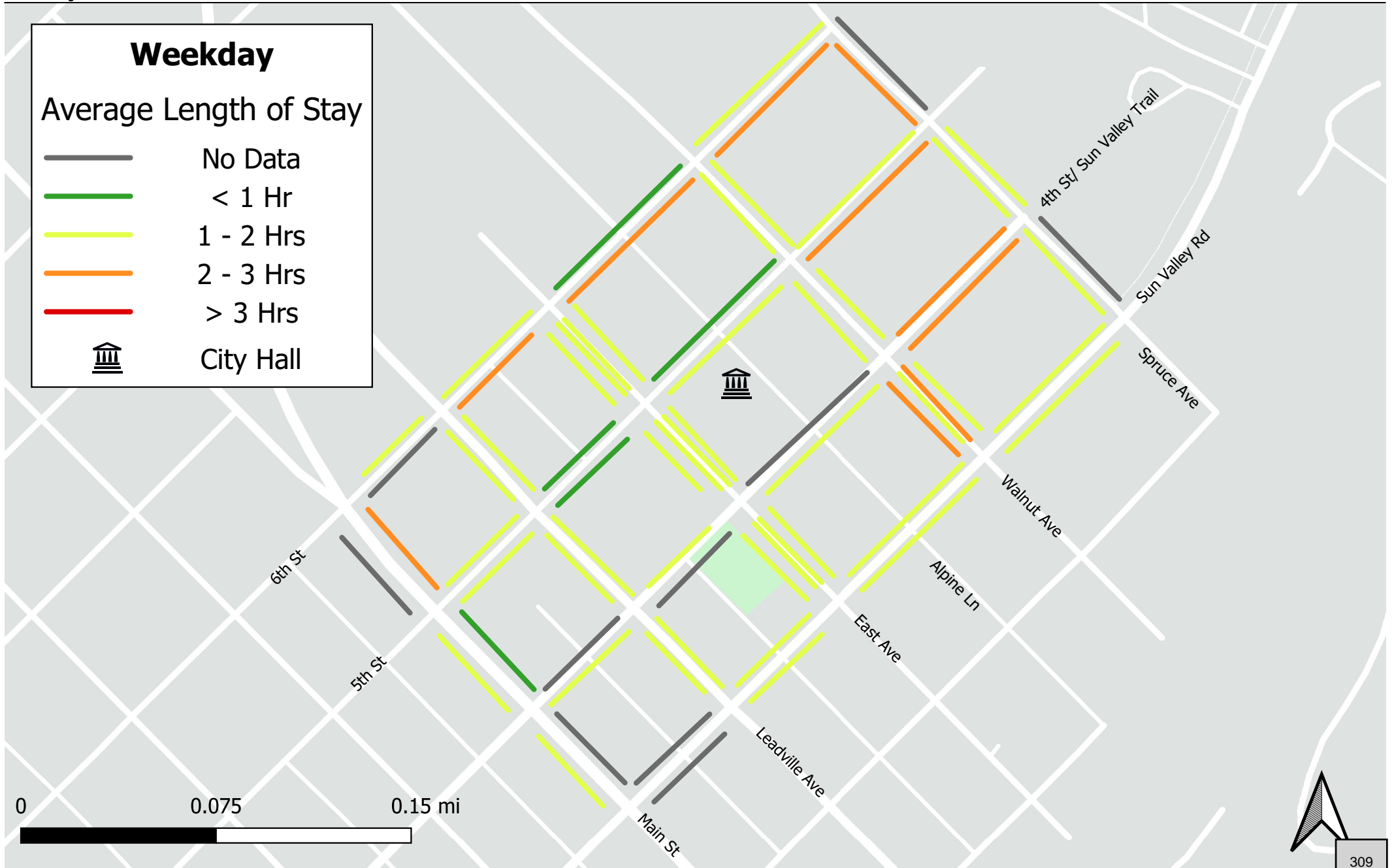
Rapid Parking Report

City of Ketchum



Rapid Parking Report

City of Ketchum



Data Collected over 23 weekdays between June 3rd and August 4th 2021

Rapid Parking Report

City of Ketchum



City of Ketchum Parking Data Report

To: City of Ketchum
 From: Dixon Resources Unlimited (DIXON)
 Date: July 27, 2021
 Subject: Ketchum Mobile LPR Data Collection Results for June 2021

Methodology

The City of Ketchum used Vigilant Solutions mobile license plate recognition (LPR) cameras to collect on-street parking occupancy and turnover data during the month of June 2021 within the downtown study area (Figure 1).

Mobile LPR data was collected on 17 weekdays and three Saturdays between June 3rd and June 26th. Data was recorded between 8am – 5pm on weekdays, and 10am – 4pm on Saturdays. This data was then used to calculate average parking occupancy and turnover values for weekdays and Saturdays. Parking occupancy data was organized into three time intervals on weekdays (8am – 11am, 11am – 2pm, and 2pm – 5pm), and two time intervals on Saturdays (10am – 1pm, 1pm – 4pm). Data collection times were subject to staff availability. Parking inventory information was also collected to provide accurate occupancy results. License plate information was used to calculate parking turnover values identified by average length of stay. Results for the parking study were calculated down to the block face level for assessment.

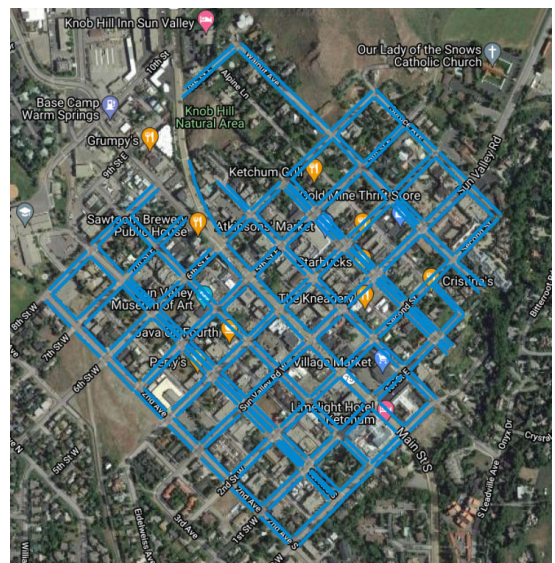


Figure 1: City of Ketchum parking study area.

When block faces reach a parking occupancy rate greater than 85% this can impact congestion and ease of finding a space, which is why the parking industry standard identifies 85% as the measure for considering policy changes.

Key Results

The results of this parking study show that, while some block faces occasionally exceeded 85% occupancy levels, overall, the parking occupancy for the study area is below the threshold. Out of a total of 1,996 on-street parking spaces across the entire study area, the weekday high occupancy rate was 54% from 11am-2pm and the Saturday high occupancy rate was 44% from 1-4pm. The parking occupancy maps in Appendix A, which display the aggregated results of the study, demonstrate that there is plenty of available on-street parking in the study area throughout the

day. The highest concentration of parking congestion in the study area occurs east of 1st Ave and west of East Ave. This area has higher levels of parking congestion from 11am-5pm on weekdays and 1-4pm on Saturdays. There are slightly lower levels of occupancy overall on Saturdays compared to weekdays.

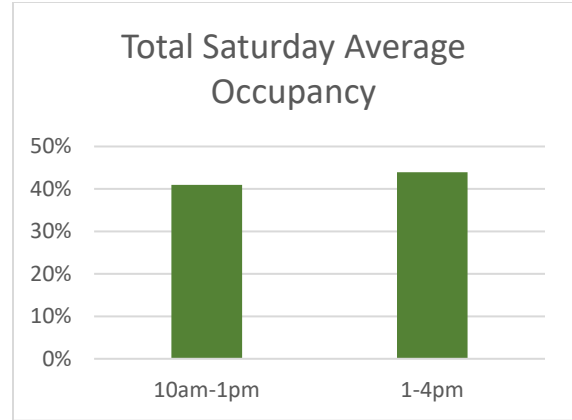
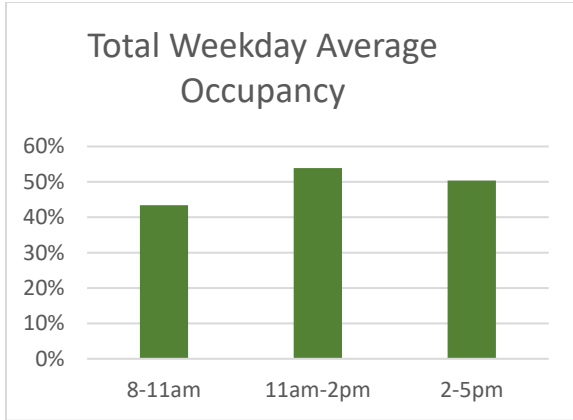
Parking turnover results show most vehicles stay less than three hours, with 77% staying less than three hours on weekdays and 94% staying less than three hours on Saturdays. Most vehicles stay between 1-3 hours, with the most common length of stay is between 2-3 hours on weekdays (40%) and 1-2 hours on Saturdays (65%).

Figure 2: Six subareas across the study area.



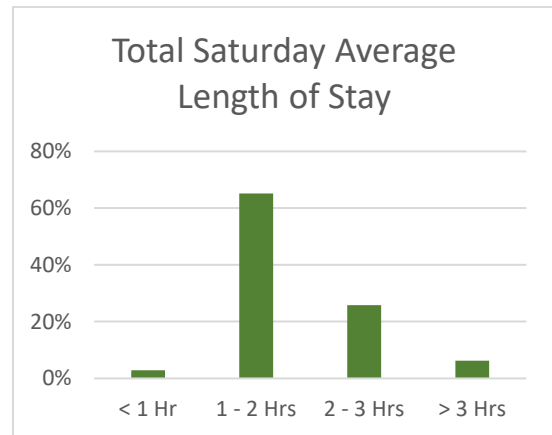
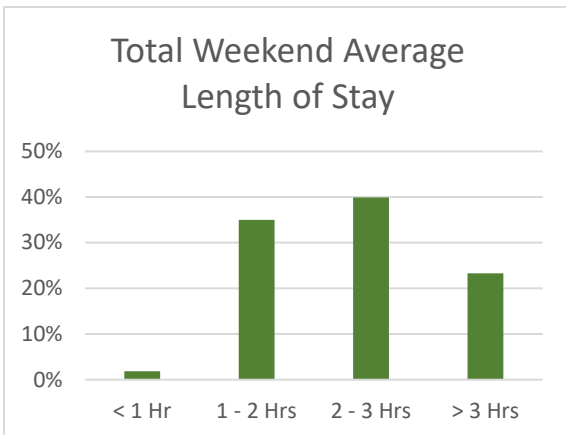
The study area was also divided into six subareas for analysis to show the spread of parking across the downtown region (see Figure 2). Subarea two had the highest average occupancy rate of all zones, with a weekday average occupancy rate of 67% between 11am-2pm, and a Saturday average occupancy rate of 57% during both time intervals between 11am-1pm and 1-4pm. Subarea six had the lowest average occupancy rate of all zones, with a weekday average occupancy rate of 35% between 8-11am, and a Saturday average occupancy rate of 27% between 10am-1pm.

Average Parking Occupancy Percentage						
Subarea	Inventory	Weekday			Saturday	
		8-11am	11am-2pm	2-5pm	10am-1pm	1-4pm
1	457	39%	49%	47%	39%	39%
2	254	52%	67%	62%	57%	57%
3	242	51%	60%	51%	48%	50%
4	307	48%	61%	56%	43%	48%
5	229	42%	48%	51%	37%	43%
6	507	35%	43%	38%	27%	28%
Total	1,996	43%	54%	50%	41%	44%



Average stay for each subarea followed the similar trends observed across the study area, with most vehicles staying less than three hours, primarily between 1-3 hours. Subarea two had the highest rate of vehicles staying between 1-3 hours with an average of 85% on weekdays and 97% on Saturdays. Subareas four, five, and six had the fewest number of vehicles staying less than one hour with an average of 1% on weekdays, while subarea one saw no block faces with an average stay of less than one hour on Saturdays. Subarea two had the fewest number of vehicles staying more than three hours with an average of 11% on weekdays and 1% on Saturdays.

Average Parking Length of Stay Percentage								
Subarea	Weekday				Saturday			
	< 1 Hr	1 - 2 Hrs	2 - 3 Hrs	> 3 Hrs	< 1 Hr	1 - 2 Hrs	2 - 3 Hrs	> 3 Hrs
1	2%	39%	37%	22%	0%	70%	22%	8%
2	4%	51%	34%	11%	2%	82%	15%	1%
3	2%	32%	43%	23%	3%	58%	33%	8%
4	1%	30%	43%	26%	4%	65%	26%	5%
5	1%	38%	39%	22%	8%	63%	25%	3%
6	1%	25%	43%	31%	2%	53%	34%	11%
Total	2%	35%	40%	23%	3%	65%	26%	6%



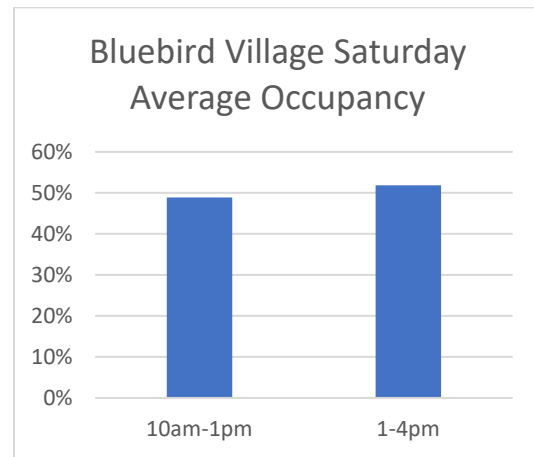
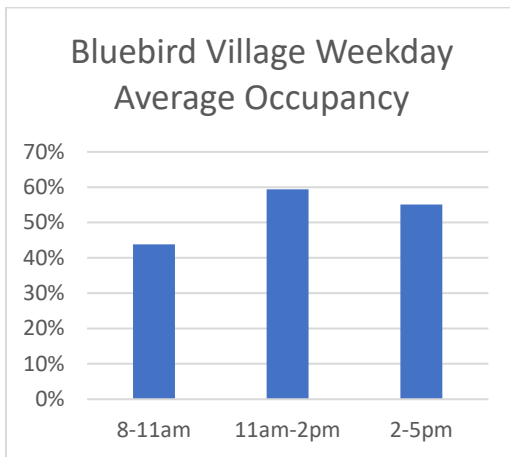
The Bluebird Village project is expected to replace the current City Hall site located on the corner of 5th St E and East Ave. Parking occupancy was aggregated into four categories as depicted in Figure 3: street segments immediately adjacent to the project site, street segments one block away, street segments two blocks away, and the combination of all three zones.

The average occupancy on street segments that are immediately adjacent, one block away, and two blocks away were not significantly different from each other. The average parking occupancy did not exceed 64% on adjacent blocks, 56% on segments one block away, and 59% on segments two blocks away. The highest average parking occupancy rate observed across the total of these zones was 59% between 11am-2pm on weekdays.



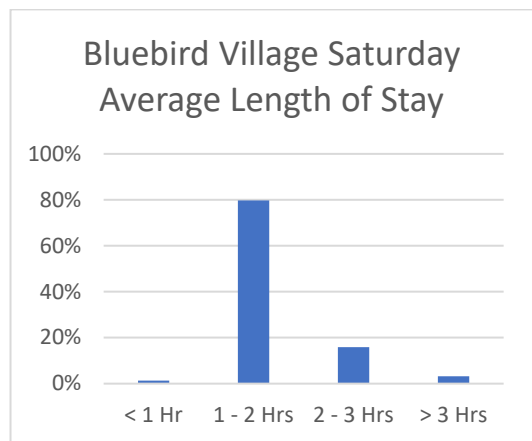
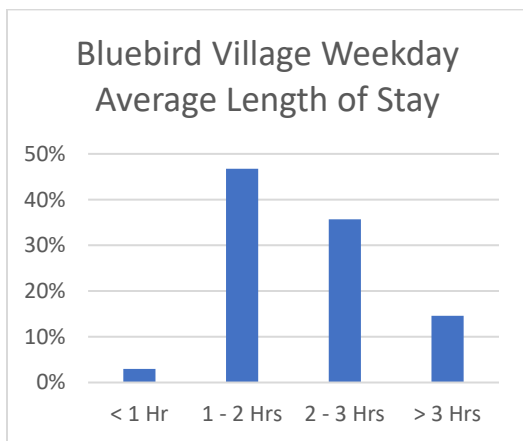
Figure 3: Bluebird Village project location with four analysis zones.

Bluebird Village Average Occupancy Percentage						
Street Segments	Inventory	Weekday			Saturday	
		8-11am	11am-2pm	2-5pm	10am-1pm	1-4pm
Immediately adjacent	79	45%	64%	61%	51%	59%
One block away	198	40%	56%	50%	44%	42%
Two blocks away	316	46%	59%	54%	52%	55%
Total	593	44%	59%	55%	49%	52%



Average length of stay results within the Bluebird Village region follows similar trends within the entire study area. On weekdays, 86% of vehicles stayed less than three hours and 83% stayed 1-3 hours. On Saturdays, 97% stayed less than three hours and 96% stayed 1-3 hours. Most vehicles stayed an average of 1-2 hours, with 47% on weekdays and 80% on Saturdays. There was not much variance in the average stay between street segments that are immediately adjacent to the current City Hall, one block away, or two blocks away.

Average Parking Length of Stay Percentage								
Street Segments	Weekday				Saturday			
	< 1 Hr	1 - 2 Hrs	2 - 3 Hrs	> 3 Hrs	< 1 Hr	1 - 2 Hrs	2 - 3 Hrs	> 3 Hrs
Immediately adjacent	2%	41%	39%	18%	0%	85%	12%	4%
One block away	5%	48%	33%	14%	2%	84%	10%	4%
Two blocks away	2%	48%	36%	14%	1%	75%	21%	2%
Total	3%	47%	36%	15%	1%	80%	16%	3%

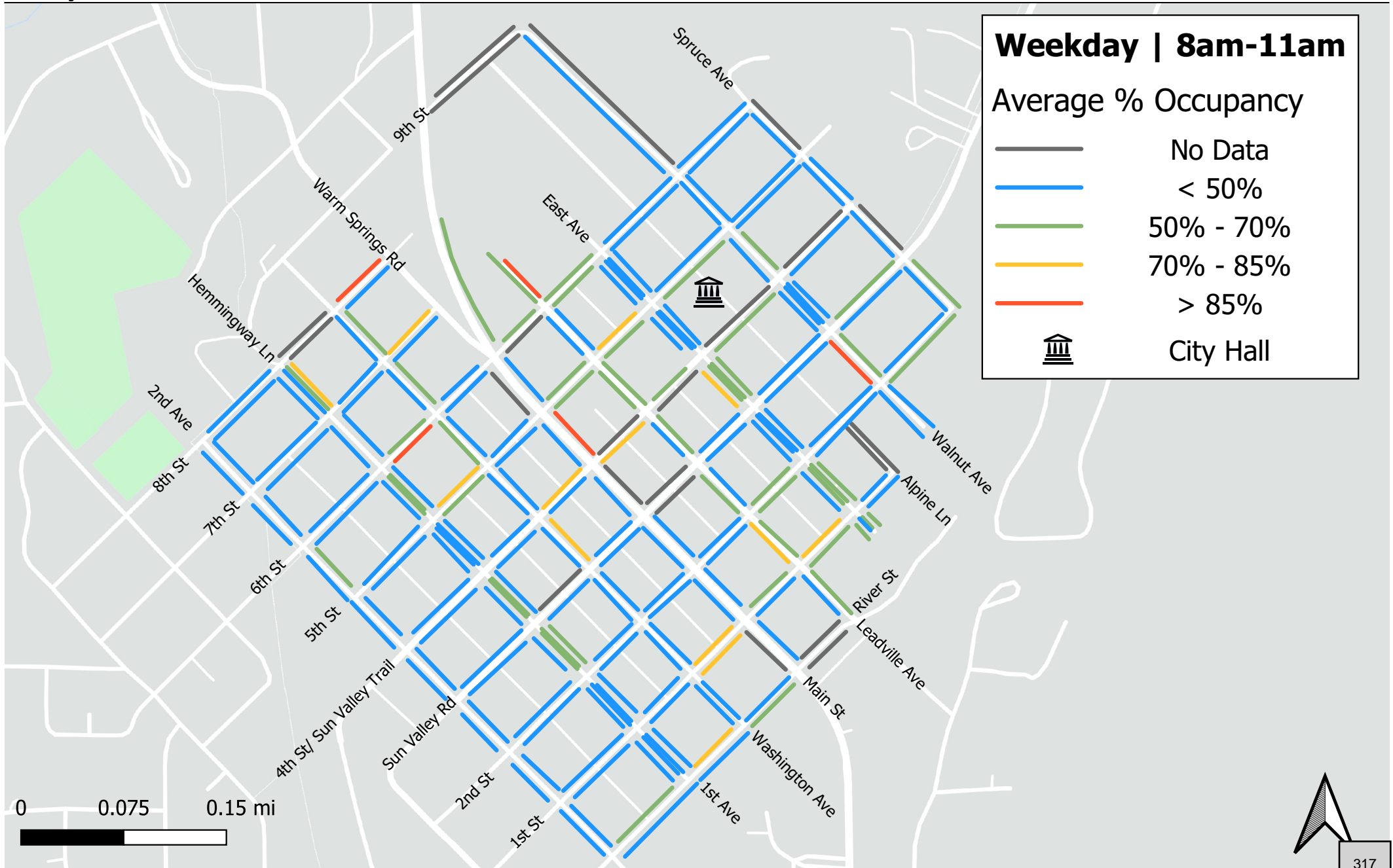


The data concisely shows ample parking available in the study area during all portions of the day. While some block faces become more congested at times, the results demonstrate that most, if not all, vehicles can park within reasonable walking distance to their destination.

Appendix A: Heat Maps

Rapid Parking Report

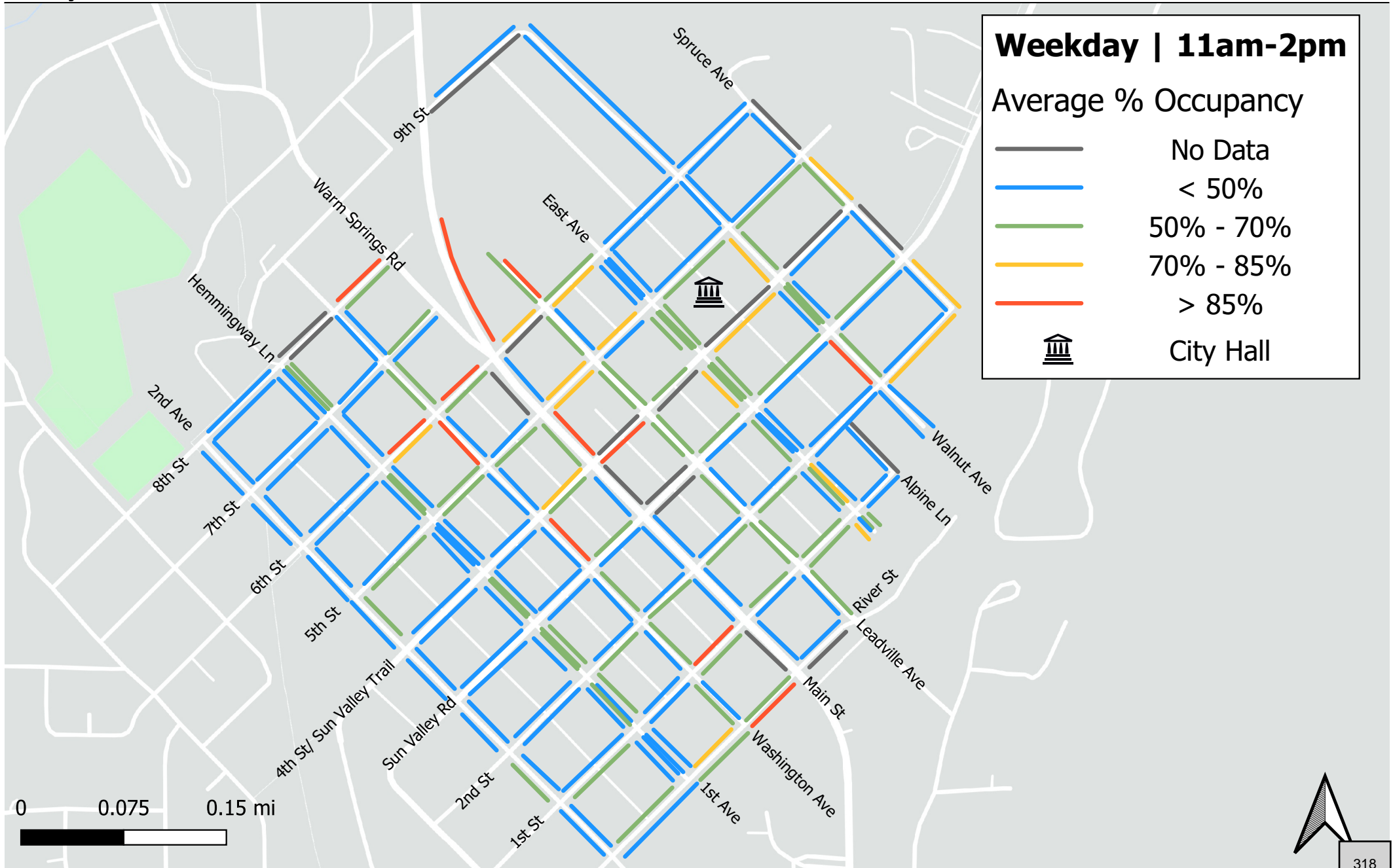
City of Ketchum



Data Collected in 2021 on 6/3, 6/4, 6/7, 6/8, 6/9, 6/10, 6/11, 6/14, 6/15, 6/16, 6/17, 6/18, 6/21, 6/22, 6/23, 6/24, and 6/25

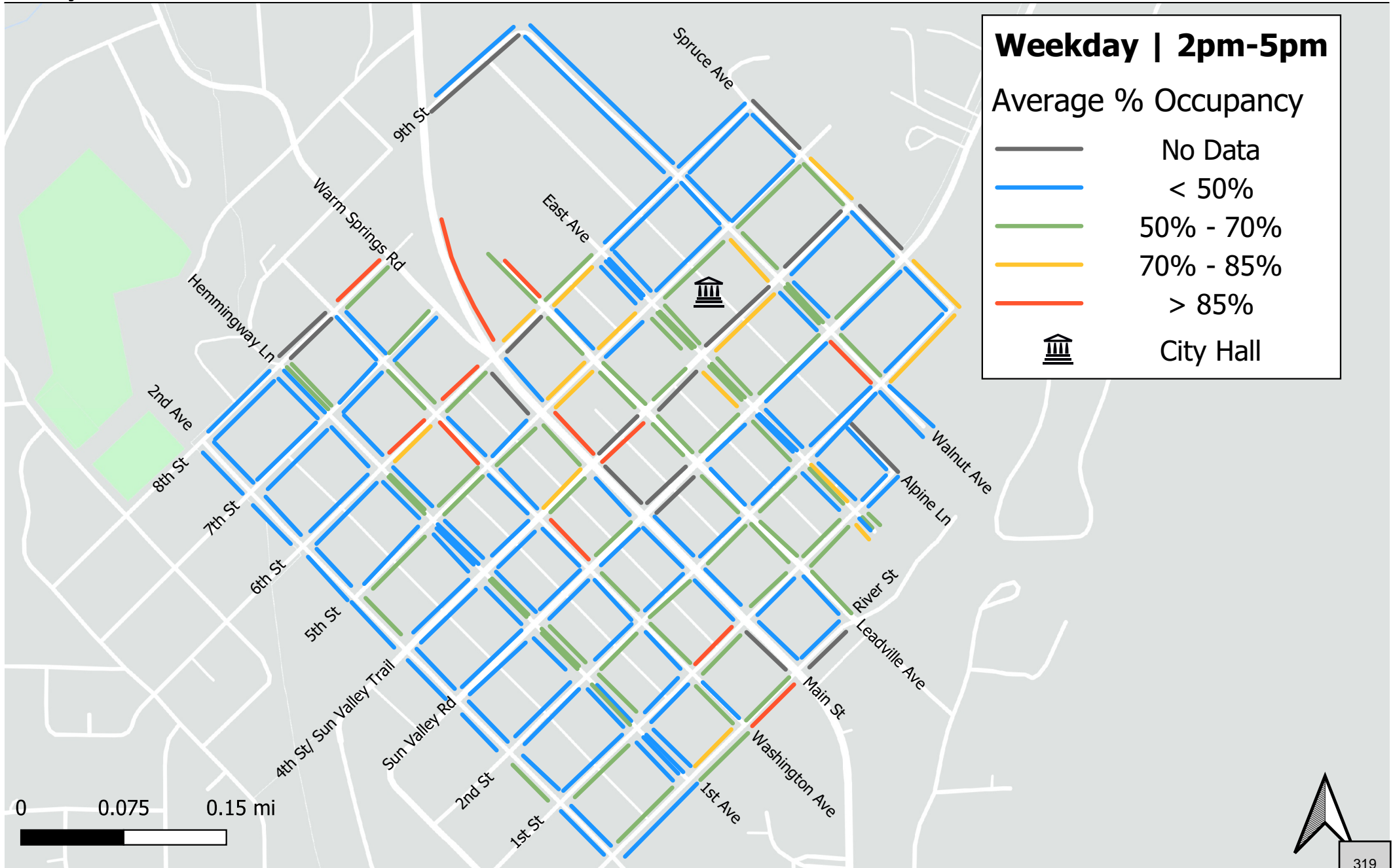
Rapid Parking Report

City of Ketchum



Rapid Parking Report

City of Ketchum



Data Collected in 2021 on 6/3, 6/4, 6/7, 6/8, 6/9, 6/10, 6/11, 6/14, 6/15, 6/16, 6/17, 6/18, 6/21, 6/22, 6/23, 6/24, and 6/25

Rapid Parking Report

City of Ketchum



Data Collected in 2021 on 6/12, 6/19, and 6/26

Rapid Parking Report

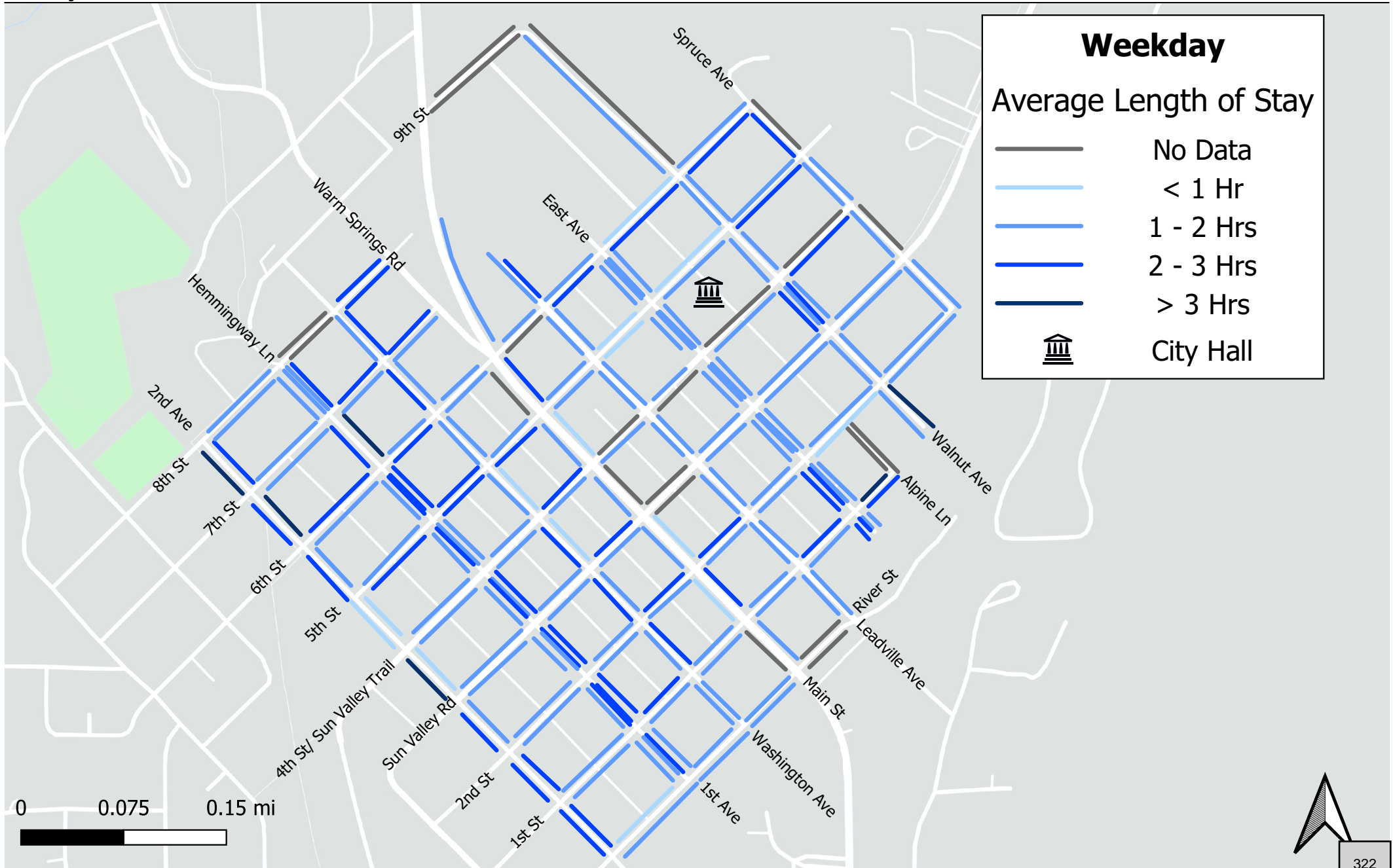
City of Ketchum



Data Collected in 2021 on 6/12, 6/19, and 6/26

Rapid Parking Report

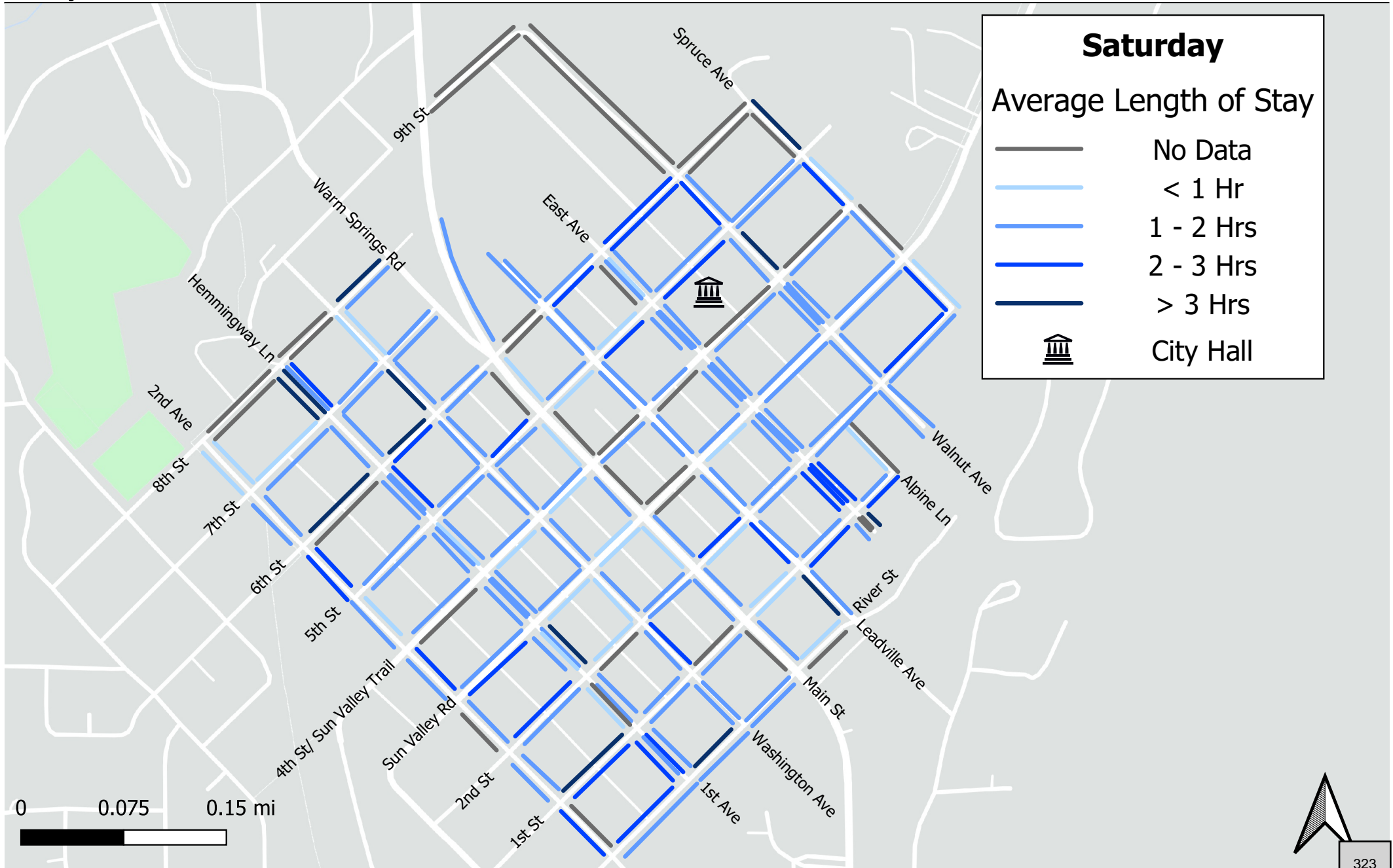
City of Ketchum



Data Collected in 2021 on 6/3, 6/4, 6/7, 6/8, 6/9, 6/10, 6/11, 6/14, 6/15, 6/16, 6/17, 6/18, 6/21, 6/22, 6/23, 6/24, and 6/25

Rapid Parking Report

City of Ketchum





City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Contracts 20702, 20703 and 20704 with HDR Inc. for engineering analysis for the Main Street (SH-75) and Warm Springs Corridor Alternatives Analysis Study

Recommendation and Summary

Staff is recommending approval of Contracts 20702, 20703 and 20704 with HDR for traffic engineering services for the Main Street (SH-75) and Warm Springs Corridor Alternative Analysis Study.

"I move to authorize the Mayor to sign Agreements 20702, 20703 and 20794 with HDR Inc."

The reasons for the recommendation are as follows:

- The Master Transportation Plan recommended the city pursue a detailed analysis evaluating alternatives for both Warm Springs and Main Street (SH-75)
- At the August 2, 2021 meeting Council provided staff direction to proceed moving forward with both studies and request additional funding from the KURA to cover the cost above the city budgeted amount
- The KURA has agreed to provide the additional funding above the city budget line item

Introduction and History

The Master Transportation Plan adopted in March 2021 recommended the city pursue a detailed analysis evaluating alternatives for both the Warm Springs Road and 10th Street and Lewis Street intersection as well as a reconfiguration of Main Street. Staff presented draft scopes for Council consideration on August 2, 2021 and the estimated cost associated for both analysis as outlined below:

Phasing Cost				
Study	Phase 1 Existing Conditions	Phase 2 Future Conditions	Phase 3 Alt. Analysis & Report	Total Cost
Warm Springs Road, 10th Street, and Lewis Street Intersection	\$ 34,699.47	\$ 11,493.00	\$ 48,294.00	\$ 94,486.47
Main Street Lane Reconfiguration	\$ 37,672.51	\$ 11,760.00	\$ 35,621.00	\$ 85,053.51

During the meeting Council provided direction to proceed with both studies (Option 3) and request the additional funding from the KURA. Staff presented the funding request to the KURA Board on August 16, 2021. The KURA agreed to fund the budget gap which will be a minimum of approximately \$43,918.98 and a maximum amount of approximately \$79,539.00 if it is determined Phase 3 for the Main Street Lane Reconfiguration is necessary.

Following recent discussions with ITD regarding the corridor timing plan to better sequence the Main Street (SH-75) signals it was determined to be more cost effective to have HDR provide the plan versus Jacobs. HDR has met internally on the timing plan and an amendment to Contract 20704 will be presented to Council on September 20, 2021.

Sustainability Impact

None

Financial Impact

Current City budgeted amount is \$100,000. The KURA has agreed to reimburse the City for costs above the \$100,000 ranging from approximately \$43,918.98 to \$73,539.00.

Attachments:

Contract 20703 – Master Short Form Agreement For Professional Services

Contract 20704 – Task Order 1 – Main Street (SH-75) Alternatives Analysis

Contract 20702 – Task Order 2 – Warm Springs Road Corridor Alternative Analysis

CONTRACT NO. 20704

TASK ORDER

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

TASK ORDER NUMBER: 01

PROJECT NAME: Main Street (SH-75) Alternatives Analysis

PART 1.0 PROJECT DESCRIPTION: See Attachment A

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

PART 3.0 OWNER’S RESPONSIBILITIES: See Attachment A

PART 4.0 PERIODS OF SERVICE: See Attachment A

PART 5.0 ENGINEER’S FEE: See Attachment B

PART 6.0 OTHER: N/A

This Task Order is executed this _____ day of _____, 2021.

City of Ketchum
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: Kate Eldridge

TITLE: _____

TITLE: Vice President

ADDRESS: _____

ADDRESS: 412 E Parkcenter Blvd
Suite 100
Boise, Idaho 83706



SCOPE OF SERVICES

Project Description

The purpose of the project is to evaluate one alternative for Main Street (SH-75) between River Street and Saddle Road for the City of Ketchum, Idaho (City).

This Scope of Services (SOS) includes the, data collection, travel demand forecasting, analysis, and alternatives evaluation for Main Street. HDR Engineering, Inc. (HDR) is the prime consultant with L2 Data Collection (L2) as subconsultant.

The scope narrative is organized by the following tasks:

- Task 100 Project Management
- Task 200 Project Goals and Objectives
- Task 300 Data Collection
- Task 400 Existing Conditions
- Task 500 Future Conditions
- Task 600 Alternative Concepts Analysis and Evaluation
- Task 700 Final Concept Refinement and Report

Key Understandings

1. The City is the agreement administrator and the project is funded by the City. State and Federal funds will not be used.
2. This scope of services assumes an six (6) month project duration for estimating purposes, with report delivery no later than March 31, 2022, based on an NTP of August 13, 2021.
3. In providing opinions of probable construction cost for the project, HDR has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate cost or schedule. HDR, therefore, will not warranty project costs will not vary from HDR's opinions, analyses, projections, or estimates.
4. All deliverables will be electronic PDF files. Where hard copies are required it will be noted in the tasks below.

100 PROJECT MANAGEMENT

110 Project Initiation and Project Management Plan

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

Deliverables

- Project Management Plan (information only, no review)



120 Kick-off Meeting

A kick-off meeting will be held to outline the project objectives, roles and responsibilities, critical success factors, and to review the schedule. This meeting will include City staff, ITD staff, and three (3) HDR staff (PM + two [2] key task leads). HDR will prepare the agenda, schedule, and facilitate the kick-off meeting with City staff to discuss the project objectives, approach, schedule, available information, etc.

Assumptions

- The kickoff meeting will be held in person in the City of Ketchum. Two (2) team members will travel from out of state to attend the meeting.
- Meeting attendance includes three (3) HDR staff (PM + two [2] key task leads).
- The kickoff meeting is anticipated to last three (3) hours, including preparing meeting minutes, and five (5) hours of travel time.

Deliverables

- Kickoff meeting agenda and minutes

130 Project Team Meetings

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

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

Assumptions

- Three (3) team coordination meetings will be scheduled as needed.
- Meeting attendance includes three (3) HDR staff (PM + two [2] key task leads).
- Project Team meetings are anticipated to last one and a half (1 ½) hours, including preparing meeting minutes.

Deliverables

- Project Team meetings agendas and minutes

140 Status Calls

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

Assumptions

- Ten (10) status calls at ½ hour each.

Deliverables

- Action Item List - via email, if necessary

150 Project Administration, Progress Reports and Invoicing

HDR will staff and manage a project team to provide project deliverables and manage the budget and schedule. The HDR PM will coordinate with L2 as needed to complete data collection. Monthly progress reports and invoices will meet the City's requirements. HDR will submit invoices to the City.



Deliverables

- Monthly Invoice and Progress Report - including labor and expense backup (assume six [6] invoices)

200 PROJECT GOALS AND OBJECTIVES

210 Develop the Project Goals and Objectives

In coordination with the kickoff meeting, HDR will discuss the established the project goals and objectives that the City and ITD will develop. This will include a high-level review and discussion of land use plans and opportunities of economic and real estate development and placemaking with potential improvements, including redevelopment along Warm Springs Road near the 10th Street and Lewis Street intersections.

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

Assumptions

- Three (3) HDR staff, City staff, and ITD staff will meet in the kickoff meeting in task 120.
- Travel expenses for this will be under the kickoff meeting under Task 120.

Deliverables

- Meeting minutes under Task 120

300 DATA COLLECTION

HDR will contact the appropriate agencies (e.g. City of Ketchum, Blaine County, Mountain Rides, Wood River Bicycle Coalition, and ITD District 4) to assist in updating and collecting the following data:

- Most recent five calendar years of crash data (e.g., type, severity, injuries) including location information
- Locations in the project area identified as exceeding statewide or local performance measure for crash frequency or severity
- Signalized intersections and signal timings
- Posted speeds
- Number of lanes/cross-sections for project roadways
- Pavement conditions (assuming data are readily available and completed)
- Existing bike lanes, sidewalks, publicly maintained off-street pedestrian/bike facilities
- Pedestrian and bicycle counts on project and surrounding corridors
- Transit routes
- Proposed and adopted plans for future land use and development
- Significant land use changes and/or developments since the last Comprehensive Plan
- Peak hour and AADT counts at key intersections and segments by L2 as summarized in their proposal (attached)



HDR will document the existing conditions, including roadway and intersection configurations, pedestrian facilities, bicycle facilities, surrounding land use, and will collect the existing travel time data along Main Street using the floating car methodology as part of the kickoff.

Base map data (AutoCAD or GIS format) for use in analyzing and presenting transportation information will be obtained from the City of Ketchum, including land use and current zoning. HDR will provide information to the City to update the base maps with current development and infrastructure as needed. The ITD travel demand model TAZ information will be reviewed as well to help estimate future population, households, and employment.

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

Deliverables

- Existing Data Summary included in the Draft and Final project reports



L2 Data Collection

August 11, 2021

TRAFFIC DATA COLLECTION SERVICES FOR HDR Scope of Services and Cost Proposal

L2 Data Collection (L2DC) is pleased to submit this proposal to provide traffic data collection services in Ketchum, ID.

1. Data Collection: Intersection Turning Movement

Type: Vehicle Volume & Direction

Time: 7:00-9:00AM and 4:00-6:00PM

Classification: Yes

Pedestrian & Bikes: Yes

Day: Weekday – Tuesday, Wednesday, or Thursday

Locations:

Main Street & River Street

Main Street and 1st Street

Main Street and 2nd Street

Main Street and Sun Valley Road

Main Street and 4th Street (Sun Valley Trail)

Main Street and 5th Street

Main Street and 6th Street

2. Data Collection: Machine Tube Count

Type: Vehicle Volume & Direction

Duration: 24-hours

Classification: Yes *

Day: Weekday – Tuesday, Wednesday, or Thursday

Locations:

Main Street east of River Street

Main Street between Sun Valley Road and 2nd Street

Main Street east of 5th Street

* It may not be possible to collect accurate speed and classification data in the congested areas on Main Street.

3. Deliverables

The Traffic Data Report will be delivered no later than 10 days after the on-site data collection is completed.

4. Contract and Payment Terms

Payment terms for the services listed above are net 90 days. Client will notify L2DC, prior to authorizing work, if terms are pay-when-paid.

5. Cost Proposal

The total lump-sum cost for the services listed above is \$5,900.00, including travel time, mileage, lodging, data collection and data processing.

Site Image:





400 EXISTING CONDITIONS

410 Land Use Review

HDR will review the streetscape and public realm elements in the areas surrounding the project corridors and areas to identify the components that contribute to a cohesive pedestrian and business zone and those that can help foster local businesses and residents or catalyze economic and real estate development.

420 Capacity and Operational Analysis

HDR will analyze the study area roadways and intersections under existing conditions collected in Task 300. Level of service (LOS) will be reported based on Highway Capacity Manual (HCM) metrics using Synchro, SimTraffic, Sidra, and Highway Capacity Software (HCS) traffic operations analysis tools. Existing travel times along Main Street as well as delay will be compared to results from Synchro or SimTraffic simulation runs.

430 Crash Mapping and Analysis

HDR will analyze the gathered crash history within the study area for the most current five (5) years to identify locations with potential for safety improvement. HDR will evaluate crash rate, frequency, and equivalent property damage to develop a relative ranking intersections and segments within the project area. HDR will complete a crash analysis following Highway Safety Manual (HSM) procedures for each intersection and roadway segment to determine the existing crash rates. Crash rates will be evaluated and summarized to determine high accident locations. Specific focus of the analysis will include fatal and serious injury crashes. HDR will develop a figure showing crash locations and types and will discuss safety concerns with the City and ITD to identify locations that are safety concerns for motor vehicles, bicyclists, and pedestrians.

A summary of identified corrective actions and countermeasures in line with proposed alternatives will be prepared.

Assumptions

- Capacity and safety analysis will include intersections with counts conducted in Task 300.
- The City will obtain all crash data.
- Emergency Responders and the Ketchum Traffic Authority will be invited to a team meeting conference call under Task 130 to discuss safety issues. Crash materials and analysis will be shared with them prior to the meeting.

440 Before/After Pedestrian Evaluation

HDR will analyze the operations at the signals updated with the pedestrian scramble before and after they are implemented to evaluate performance and compare operations.

Assumptions

- This analysis will be for existing conditions. Future Conditions will use the pedestrian scramble.
- The existing conditions Synchro model will be updated with the pedestrian scramble and results developed. No new model or additional analysis will be completed.

450 Document Existing Conditions

HDR will prepare an Existing Conditions Technical Memorandum to document information collected throughout the Existing Conditions Analysis task and identify the baseline for where



project transportation facilities are in terms of operations, connectivity, and safety. It is expected that the technical memorandum will be included in the final project documents as the Existing Conditions section.

Deliverables

- Existing Conditions Technical Memorandum

500 FUTURE CONDITIONS

510 Travel Demand Forecasts

HDR will develop traffic volume forecasts for project roadways and intersection for the analysis year of 2042 using the volumes collected by L2, the growth rates and factors HDR completed for the City of Ketchum Master Transportation Plan update, and the SH-75, Elkhorn Rd to River St, Ketchum with ITD. HDR will propose growth rates to be used for this project and coordinate them with the City and ITD for approval before moving forward with the forecast conditions analyses.

Assumptions

- HDR will confirm traffic forecasting, distributions and turning movement volumes with the City and ITD before proceeding with analyses in subsequent tasks.

Deliverables

- Estimated travel demand forecasts (included in Future Conditions Technical Memorandum)

520 Define Performance Standards and Evaluation Criteria

HDR will work with the City to determine performance standards and level of service (LOS) thresholds for all modes of travel for use in the needs analysis. The ITD District 4 Traffic Engineer will be included in the discussion and determination of these standards. HDR will prepare a summary of the recommended performance standards, and LOS thresholds will be prepared.

530 Capacity and Operational Analysis

HDR will conduct no-build capacity analyses for the project intersections, roadways and multi-use facilities identified for the 2042 analysis year. This analysis will identify deficiencies and needs for project facilities and will support the alternative improvements development and analyses in Task 600.

Deliverables

- No-build capacity and operational analyses results (included in Future Conditions Technical Memorandum)

540 No-Build Crash Frequency and Severity Analysis

HDR will estimate future crash conditions on Main Street using the HSM Predictive Method or Crash Modification Factors, as appropriate. If the Predictive Method is used and calibration factors are available, they will be integrated into the analysis. This analysis will support the alternative improvements development and analyses in Task 600.

Deliverables

- No-build safety analysis results (included in Future Conditions Technical Memorandum)



550 Document Future Needs Assessment

HDR will prepare a Future Needs Assessment Technical Memorandum to document the work completed for the needs assessment tasks. It is expected that the technical memorandum will be included in the final plan document as the Future Needs Assessment chapter.

Deliverables

- Future Conditions Assessment Technical Memorandum

600 ALTERNATIVE CONCEPTS ANALYSIS AND EVALUATION

610 Alternative Concept Development

HDR will coordinate with City and ITD staff to develop a feasible alternative to improve Main Street operations for all modes as well as connectivity as a three-lane configuration with modifications to side streets. HDR will develop a conceptual plan view layout with a brief written descriptions depicting and addressing major and minor roadways, land use, private property, and development opportunity impacts, right-of-way impacts, placemaking and public realm improvement, bicycle and pedestrian accommodations and crossings, and major utility, and/or drainage relocations. Operational analysis models as described below will be prepared to estimate how the segments and key intersections of Main Street will operate and compare the results to the baseline no-build alternatives from Task 500.

Assumptions

- HDR will confirm traffic forecasting, distributions and turning movement volumes with the City and ITD before proceeding with analyses in subsequent tasks.
- If the lane reconfiguration is determined to not be feasible, additional alternatives may be added to this scope by the City for development, review and analysis as additional services.

620 Capacity and Operational Analysis

HDR will conduct an operational analysis for the lane reconfiguration alternative under 2042 analysis year conditions. Intersection, multimodal, and roadway segment operational LOS will be estimated for roadways and intersections with assumed intersection control identified through discussions with the City and ITD. Travel times along Main Street as well as delay will be determined from the Synchro or SimTraffic simulation runs of each alternative.

630 Relative Crash Frequency and Severity

HDR will forecast crash conditions under the proposed Main Street lane reconfiguration alternative. The analysis will be conducted using the HSM predictive method or Crash Modification Factors (CMFs) as appropriate. The analysis will be conducted under 2041 analysis year conditions.

640 Alternative Concept Cost Estimates

HDR will prepare a conceptual cost estimate to implement the proposed Main Street lane reconfiguration alternative. A potential one-way couplet alignment and conceptual cost will also be developed for comparison.



650 Benefits Determination and Evaluation

HDR will prepare a list of benefits and impacts the proposed Main Street lane reconfiguration alternative for discussion with the Project Team, along with the conceptual one-way couplet option. Benefits and impacts will be evaluated through the discussion and the alternative will be compared to the No-Build scenario. A summary of the identified benefits and impacts and Project Team discussion will be included in the Final Report.

Assumptions

- The traffic operational and safety project area will include Main Street from River Street to Saddle Road.
- Detailed operational modeling with Synchro and SimTraffic, conceptual cost estimating, benefit determination and evaluation, and safety analyses will be limited to the proposed Main Street lane reconfiguration alternative.
- Detailed safety analysis will be limited to the proposed Main Street lane reconfiguration alternative.
- The alternative concept will not require additional right-of-way along Main Street.

700 FINAL REPORT

710 Draft Report

The results of the analyses and screening completed under Task 600 will be compiled into a report format that documents the alternatives analyses and provides a recommendation on the lane reconfiguration alternative for Main Street. The report will also include potential funding sources for The City and ITD to consider and key components of the alternative that may score well on grant applications. The report will also include conceptual layouts and preliminary cost estimates.

HDR will distribute the Draft Report electronically to City staff to share with City Council and agency partners, including the ITD District 4 Traffic Engineer, and other stakeholders. The Draft Report will also be available via the City's website for the public and other stakeholders to review and provide comment via the website for a defined review period. HDR and City staff will discuss the public and stakeholder comments and resolutions on the Draft Report via conference call.

Assumptions

- Draft Report will be up to twenty (20) pages, with figures. Appendices will be additional pages.
- City will post the Draft Report on the City's website
- One (1) review of the Draft Report will be conducted by the City Council and staff
- City will compile all City Council, staff, ITD, stakeholder, and public comments and provide to HDR
- HDR and City staff will discuss comments and resolutions at team meeting identified under Task 130.

Deliverables

- Draft Report
- Comment and response matrix from public and stakeholder review of Draft Report



720 Final Report

HDR will finalize the Report by incorporating comments received. HDR will provide a Final Report to City staff, City Council, agency partners, and the general public in electronic format.

Assumptions

- Final Report will be up to twenty (20) pages, with figures. Appendices will be additional pages.

Deliverables

- Final Report

730 Adoption

HDR will assist the City, as needed, with the report adoption process. Anticipated tasks include presenting the plan to the City Council. This is intended to be an on-call task that will be utilized by the City on an as-needed/as-requested basis.

Assumptions

- Effort associated with this task is limited to a total of ten (10) hours by HDR as well as travel expenses to attend one (1) City Council meeting.
- Revisions to the Final Report will not be required.

Deliverables

- Assist the City with Plan adoption, as-needed/as-requested

HDR Engineering, Inc.
 City of Ketchum Main Street (SH-75) Alternatives Analysis

		HDR												
		TOTAL	Principal in Charge	Quality Control	Project Manager	Senior Land Use Planner	Planner	Senior Traffic Engliener	Traffic Engineer	Public Involvement Specialist	Public Involvement Support	CADD/Graphic Support	Admin. Support	Accounting
100	Project Management	80.5	1	0	28.5	13	0	14	0	0	0	0	4	20
110	Project Initiation and Project Management Plan	11	1		2								4	4
120	Kick-off Meeting	32			8	12		12						
130	Project Team Meetings	7.5			4.5	1		2						
140	Status Calls	5			5									
150	Project Administration, Progress Reports and Invoicing	25			9									16
200	Project Goals and Objectives	6	0	0	2	2	0	2	0	0	0	0	0	0
210	Develop the Project Goals and Objectives	6			2	2		2						
300	Data Collection	6			2	2		2						
400	Existing Conditions	86	0	2	2	4	10	14	48	0	0	6	0	0
410	Land Use Review	12				4	8							
420	Capacity and Operational Analysis	17			1			4	12					
430	Crash Mapping and Analysis	20						4	16					
440	Before/After Pedestrian Evaluation	6						2	4					
450	Document Existing Conditions	31		2	1		2	4	16			6		
500	Future Conditions	81	0	2	3	0	6	16	48	0	0	6	0	0
510	Travel Demand Forecasts	12					4	4	4					
520	Define Performance Standards	4			2			2						
530	Capacity and Operational Analysis	14						2	12					
540	No-Build Crash Frequency and Severity Analysis	20						4	16					
550	Document Future Needs Assessment	31		2	1		2	4	16			6		
600	Alternative Concepts Analysis and Evaluation	123	0	5	6	2	4	24	66	0	0	16	0	0
610	Alternative Concept Development	38		2	2	2	2	4	10			16		
620	Capacity and Operational Analysis	18			2			4	12					
630	Relative Crash Frequency and Severity	16						4	12					
640	Alternative Concept Cost Estimate	21		1				4	16					
650	Benefits Determination and Evaluation	30		2	2		2	8	16					
700	Final Report	110	0	6	12	2	2	20	36	0	0	24	8	0
710	Draft Report	74		4	2	2	2	16	24			16	8	
720	Final Report	28		2	2			4	12			8		
730	Adoption	8			8									
	Total:	492.5	1.0	15.0	55.5	25.0	22.0	90.0	200.0	0.0	0.0	52.0	12.0	20.0
	Total Check:	492.5	1.0	15.0	55.5	25.0	22.0	90.0	200.0	0.0	0.0	52.0	12.0	20.0
	Percent of Project Total:	100.0%	0.2%	3.0%	11.3%	5.1%	4.5%	18.3%	40.6%	0.0%	0.0%	10.6%	2.4%	4.1%

Attachment B

CONSULTANT NAME: HDR Engineering, Inc.

PROJECT NAME: City of Ketchum Main Street (SH-75) Alternatives Analysis

DESIGN

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Man-Hours		Rate		Labor Cost
1 Principal in Charge	= 1.00	@	\$305.00	=	\$305.00
2 Quality Control	= 15.00	@	\$195.00	=	\$2,925.00
3 Project Manager	= 55.50	@	\$224.00	=	\$12,432.00
4 Senior Land Use Planner	= 25.00	@	\$224.00	=	\$5,600.00
5 Planner	= 22.00	@	\$156.00	=	\$3,432.00
6 Senior Traffic Engineer	= 90.00	@	\$226.00	=	\$20,340.00
7 Traffic Engineer	= 200.00	@	\$118.00	=	\$23,600.00
8 Public Involvement Specialist	= 0.00	@	\$179.00	=	\$0.00
9 Public Involvement Support	= 0.00	@	\$126.75	=	\$0.00
10 CADD/Graphic Support	= 52.00	@	\$105.00	=	\$5,460.00
11 Admin. Support	= 12.00	@	\$93.00	=	\$1,116.00
12 Accounting	= 20.00	@	\$85.00	=	\$1,700.00
TOTAL =					492.50
TOTAL =					\$76,910.00

B. OUT-OF-POCKET EXPENSES

HDR TOTAL ESTIMATED EXPENSE* = \$1,668.10
 * See attached Direct Expenses for HDR

C. ESCALATION

Anticipated Agreement Date: September 22, 2021
 Project Duration: 10 months
 Escalation Period: 7.5 months

Total Labor Cost		Esc Ratio		Annual Esc	
\$76,910.00	X	75%	x	3.5%	=
					\$2,018.89

HDR Subtotal = \$80,596.99

D. SUBCONSULTANTS

L2 Data Collection	\$5,900.00
Subconsultant Subtotal	\$5,900.00

TOTAL = \$86,496.99

SULTANT NAME: HDR Engineering, Inc.
 PROJECT NAME: City of Ketchum Main Street (SH-75) Alternatives Analysis
 PROJECT NO.: N/A
 KEY NO. N/A

F. OUT-OF-POCKET EXPENSES SUMMARY

Expense	Unit	Estimated Amount	Unit Cost	Estimated Expense	Comment
1 Printing (8.5x11)	Sheets	200	@ \$ 0.05	= \$ 10.00	
2 Printing (8.5x11 Color)	Sheets	50	@ \$ 0.16	= \$ 8.00	
3 Printing (11x17)	Sheets	100	@ \$ 0.10	= \$ 10.00	
4 Printing (11x17 Color)	Sheets	50	@ \$ 0.32	= \$ 16.00	
5 Postage & Shipping	LS		@ \$ 100.00	= \$ -	
6 Postcards/Shipping Postcards	Each	-	@	= \$ -	
7 Display Boards (16)	sq ft	-	@ \$ 7.00	= \$ -	
8 Roll Plot - Color	sq ft	-	@ \$ 0.90	= \$ -	
9 Display Ad	Each	-	@ \$ 210.00	= \$ -	
10 Meeting Refreshments	LS	-	@ \$ 50.00	= \$ -	
11 Mileage	Miles	-	@ \$ 0.560	= \$ -	
12 Meals	Day	6	@ \$ 66.00	= \$ 396.00	
13 Lodging	Each	2	@ \$ 147.00	= \$ 294.00	
14 Lodging Tax	Each	2	@ \$ 22.05	= \$ 44.10	
15 Airfare - Denver to Boise	Each	1	@ \$ 350.00	= \$ 350.00	
16 Airfare - Spokane to Boise	Each	1	@ \$ 250.00	= \$ 250.00	
17 Rental Car	Each	2	@ \$ 75.00	= \$ 150.00	
18 Fuel	Gals	40	@ \$ 3.50	= \$ 140.00	
HDR Engineering, Inc. Total Estimated Expenses				\$1,668.10	

Task 120

Number of People Trips 4		Trips 1	Miles/trip	300 Days/Trip 1	Estimated Expense
Expense	Unit	Estimated Amount	Unit Cost		
Meals	Day	5	@ \$ 66.00	= \$ 330.00	
Lodging	Each	2	@ \$ 147.00	= \$ 294.00	
Lodging Tax	Each	2	@ \$ 22.05	= \$ 44.10	
Airfare - Denver to Boise	Each	1	@ \$ 350.00	= \$ 350.00	
Airfare - Spokane to Boise	Each	1	@ \$ 250.00	= \$ 250.00	
Rental Car	Each	1	@ \$ 75.00	= \$ 75.00	
Fuel	Gals	20	@ \$ 3.50	= \$ 70.00	

14.4

Jordan Block fly to Boise, drive with team to Ketchum
 Sean Messner fly to Boise, drive with team to Ketchum

Task 730

Number of People Trips 1		Trips 1	Miles/trip	300 Days/Trip 1	Estimated Expense
Expense	Unit	Estimated Amount	Unit Cost		
Meals	Day	1	@ \$ 66.00	= \$ 66.00	
Rental Car	Each	1	@ \$ 75.00	= \$ 75.00	
Fuel	Gals	20	@ \$ 3.50	= \$ 70.00	

August 11, 2021

TRAFFIC DATA COLLECTION SERVICES FOR HDR Scope of Services and Cost Proposal

L2 Data Collection (L2DC) is pleased to submit this proposal to provide traffic data collection services in Ketchum, ID.

1. Data Collection: Intersection Turning Movement

Type: Vehicle Volume & Direction
Time: 7:00-9:00AM and 4:00-6:00PM
Classification: Yes
Pedestrian & Bikes: Yes
Day: Weekday – Tuesday, Wednesday, or Thursday
Locations:
Main Street & River Street
Main Street and 1st Street
Main Street and 2nd Street
Main Street and Sun Valley Road
Main Street and 4th Street (Sun Valley Trail)
Main Street and 5th Street
Main Street and 6th Street

2. Data Collection: Machine Tube Count

Type: Vehicle Volume & Direction
Duration: 24-hours
Classification: Yes *
Day: Weekday – Tuesday, Wednesday, or Thursday
Locations:
Main Street east of River Street
Main Street between Sun Valley Road and 2nd Street
Main Street east of 5th Street
* It may not be possible to collect accurate speed and classification data in the congested areas on Main Street.

3. Deliverables

The Traffic Data Report will be delivered no later than 10 days after the on-site data collection is completed.

4. Contract and Payment Terms

Payment terms for the services listed above are net 90 days. Client will notify L2DC, prior to authorizing work, if terms are pay-when-paid.

5. Cost Proposal

The total lump-sum cost for the services listed above is \$5,900.00, including travel time, mileage, lodging, data collection and data processing.

Site Image:



CONTRACT NO. 20702

TASK ORDER

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

TASK ORDER NUMBER: 02

PROJECT NAME: Warm Springs Road Corridor Alternatives Analysis

PART 1.0 PROJECT DESCRIPTION: See Attachment A

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

PART 3.0 OWNER’S RESPONSIBILITIES: See Attachment A

PART 4.0 PERIODS OF SERVICE: See Attachment A

PART 5.0 ENGINEER’S FEE: See Attachment B

PART 6.0 OTHER: N/A

This Task Order is executed this _____ day of _____, 2021.

City of Ketchum
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: Kate Eldridge

TITLE: _____

TITLE: Vice President

ADDRESS: _____

ADDRESS: 412 E Parkcenter Blvd
Suite 100
Boise, Idaho 83706



SCOPE OF SERVICES

Project Description

The purpose of the project is to evaluate alternatives for the Warm Springs Road intersections with 10th Street and Lewis Street for the City of Ketchum, Idaho (City).

This Scope of Services (SOS) includes the data collection, travel demand forecasting, analysis, and alternatives evaluation for the Warm Springs Road intersections. HDR Engineering, Inc. (HDR) is the prime consultant with L2 Data Collection (L2) as subconsultant.

The scope narrative is organized by the following tasks:

- Task 100 Project Management
- Task 200 Project Goals and Objectives
- Task 300 Data Collection
- Task 400 Existing Conditions
- Task 500 Future Conditions
- Task 600 Alternative Concepts Analysis and Evaluation
- Task 700 Final Concept Refinement and Report

Key Understandings

1. The City is the agreement administrator and the project is funded by the City. State and Federal funds will not be used.
2. This scope of services assumes an six (6) month project duration for estimating purposes, with report delivery no later than March 31, 2022, based on an NTP of August 13, 2021.
3. In providing opinions of probable construction cost for the project, HDR has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate cost or schedule. HDR, therefore, will not warranty project costs will not vary from HDR's opinions, analyses, projections, or estimates.
4. All deliverables will be electronic PDF files. Where hard copies are required it will be noted in the tasks below.

100 PROJECT MANAGEMENT

110 Project Initiation and Project Management Plan

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

Deliverables

- Project Management Plan (information only, no review)



120 Kick-off Meeting

A kick-off meeting will be held to outline the project objectives, roles and responsibilities, critical success factors, and to review the schedule. This meeting will include City staff and three (3) HDR staff (PM + two [2] key task leads). HDR will prepare the agenda, schedule, and facilitate the kick-off meeting with City staff to discuss the project objectives, approach, schedule, available information, etc.

Assumptions

- The kickoff meeting will be held in person in the City of Ketchum. Two (2) team members will travel from out of state to attend the meeting.
- Meeting attendance includes three (3) HDR staff (PM + two [2] key task leads).
- The kickoff meeting is anticipated to last three (3) hours, including preparing meeting minutes, and five (5) hours of travel time.

Deliverables

- Kickoff meeting agenda and minutes

130 Project Team Meetings

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

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

Assumptions

- Three (3) team coordination meetings will be scheduled as needed.
- Meeting attendance includes three (3) HDR staff (PM + two [2] key task leads).
- Project Team meetings are anticipated to last one and a half (1 ½) hours, including preparing meeting minutes.

Deliverables

- Project Team meetings agendas and minutes

140 Status Calls

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

Assumptions

- Ten (10) status calls at ½ hour each.

Deliverables

- Action Item List - via email, if necessary

150 Project Administration, Progress Reports and Invoicing

HDR will staff and manage a project team to provide project deliverables and manage the budget and schedule. The HDR PM will coordinate with L2 as needed to complete data collection. Monthly progress reports and invoices will meet the City's requirements. HDR will submit invoices to the City.



Deliverables

- Monthly Invoice and Progress Report - including labor and expense backup (assume six [6] invoices)

200 PROJECT GOALS AND OBJECTIVES

210 Develop the Project Goals and Objectives

In coordination with the kickoff meeting, HDR will discuss the established the project goals and objectives that the City will develop. This will include a high-level review and discussion of land use plans and opportunities of economic and real estate development and placemaking with potential improvements, including redevelopment along Warm Springs Road near the 10th Street and Lewis Street intersections.

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

Assumptions

- Three (3) HDR staff and City staff will meet in the kickoff meeting in task 120.
- Travel expenses for this will be under the kickoff meeting under Task 120.

Deliverables

- Meeting minutes under Task 120

300 DATA COLLECTION

HDR will contact the appropriate agencies (e.g. City of Ketchum, Blaine County, Mountain Rides, Wood River Bicycle Coalition) to assist in updating and collecting the following data:

- Most recent five calendar years of crash data (e.g., type, severity, injuries) including location information
- Locations in the project area identified as exceeding statewide or local performance measure for crash frequency or severity
- Posted speeds
- Number of lanes/cross-sections for project roadways
- Pavement conditions (assuming data are readily available and completed)
- Existing bike lanes, sidewalks, publicly maintained off-street pedestrian/bike facilities
- Pedestrian and bicycle counts on project and surrounding corridors
- Transit routes
- Proposed and adopted plans for future land use and development
- Significant land use changes and/or developments since the last Comprehensive Plan
- Peak hour and AADT counts at key intersections and segments by L2 as summarized in their proposal (attached)

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



Base map data (AutoCAD or GIS format) for use in analyzing and presenting transportation information will be obtained from the City of Ketchum, including land use and current zoning. HDR will provide information to the City to update the base maps with current development and infrastructure as needed. The ITD travel demand model TAZ information will be reviewed as well to help estimate future population, households, and employment.

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

Deliverables

- Existing Data Summary included in the Draft and Final project reports



L2 Data Collection

August 11, 2021

TRAFFIC DATA COLLECTION SERVICES FOR HDR Scope of Services and Cost Proposal

L2 Data Collection (L2DC) is pleased to submit this proposal to provide traffic data collection services in Ketchum, ID.

1. Data Collection: Intersection Turning Movement

Type: Vehicle Volume & Direction
Time: 7:00-9:00AM and 4:00-6:00PM
Classification: Yes
Pedestrian & Bikes: Yes
Day: Weekday – Tuesday, Wednesday, or Thursday
Locations:
SH-75 and 10th Street
Warm Springs Road and 10th Street
Warm Springs Road and Lewis Street

2. Data Collection: Machine Tube Count

Type: Vehicle Volume & Direction
Duration: 24-hours
Classification: Yes *
Day: Weekday – Tuesday, Wednesday, or Thursday
Locations:
SH-75 east of 10th Street
Warm Springs west of Lewis Street
Warm Springs east of 7th Street
10th Street between Warm Springs Road and SH-75

3. Deliverables

The Traffic Data Report will be delivered no later than 10 days after the on-site data collection is completed.

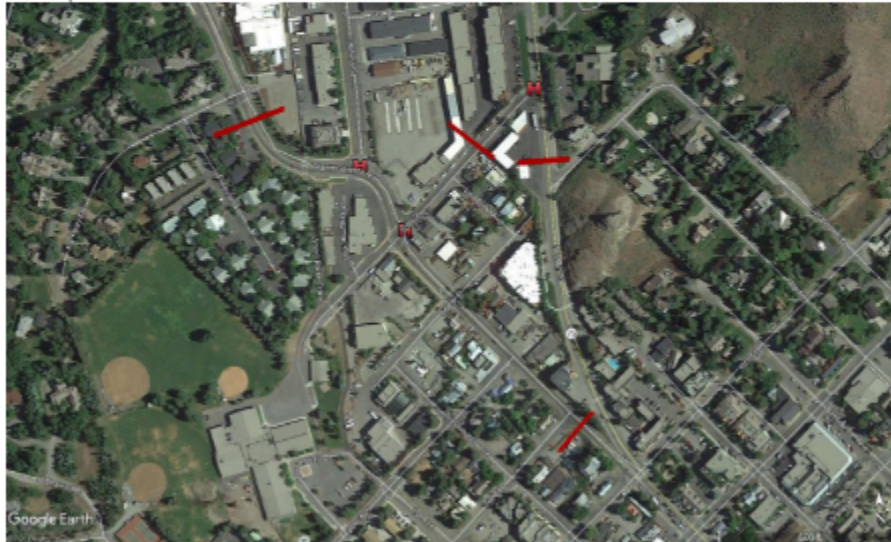
4. Contract and Payment Terms

Payment terms for the services listed above are net 90 days. Client will notify L2DC, prior to authorizing work, if terms are pay-when-paid.

5. Cost Proposal

The total lump-sum cost for the services listed above is \$3,400.00, including travel time, mileage, lodging, data collection and data processing.

Site Map:





400 EXISTING CONDITIONS

410 Land Use Review

HDR will review the streetscape and public realm elements in the areas surrounding the project corridors and areas to identify the components that contribute to a cohesive pedestrian and business zone and those that can help foster local businesses and residents or catalyze economic and real estate development.

420 Capacity and Operational Analysis

HDR will analyze the study area roadways and intersections under existing conditions collected in Task 300. Level of service (LOS) will be reported based on Highway Capacity Manual (HCM) metrics using Synchro, SimTraffic, Sidra, and Highway Capacity Software (HCS) traffic operations analysis tools.

430 Crash Mapping and Analysis

HDR will analyze the gathered crash history within the study area for the most current five (5) years to identify locations with potential for safety improvement. HDR will evaluate crash rate, frequency, and equivalent property damage to develop a relative ranking intersections and segments within the project area. HDR will complete a crash analysis following Highway Safety Manual (HSM) procedures for each intersection and roadway segment to determine the existing crash rates. Crash rates will be evaluated and summarized to determine high accident locations. Specific focus of the analysis will include fatal and serious injury crashes. HDR will develop a figure showing crash locations and types and will discuss safety concerns with the City to identify locations that are safety concerns for motor vehicles, bicyclists, and pedestrians.

A summary of identified corrective actions and countermeasures in line with proposed alternatives will be prepared.

Assumptions

- Capacity and safety analysis will include intersections with counts conducted in Task 300.
- The City will obtain all crash data.
- Emergency Responders and the Ketchum Traffic Authority will be invited to a team meeting conference call under Task 130 to discuss safety issues. Crash materials and analysis will be shared with them prior to the meeting.

440 Document Existing Conditions

HDR will prepare an Existing Conditions Technical Memorandum to document information collected throughout the Existing Conditions Analysis task and identify the baseline for where project transportation facilities are in terms of operations, connectivity, and safety. It is expected that the technical memorandum will be included in the final project documents as the Existing Conditions section.

Deliverables

- Existing Conditions Technical Memorandum



500 FUTURE CONDITIONS

510 Travel Demand Forecasts

HDR will develop traffic volume forecasts for project roadways and intersection for the analysis year of 2042 using the volumes collected by L2, the growth rates and factors HDR completed for the City of Ketchum Master Transportation Plan update, and the SH-75, Elkhorn Rd to River St, Ketchum project. HDR will propose growth rates to be used for this project and coordinate them with the City for approval before moving forward with the forecast conditions analyses.

Assumptions

- HDR will confirm traffic forecasting, distributions and turning movement volumes with the City before proceeding with analyses in subsequent tasks.

Deliverables

- Estimated travel demand forecasts (included in Future Conditions Technical Memorandum)

520 Define Performance Standards and Evaluation Criteria

HDR will work with the City to determine performance standards and level of service (LOS) thresholds for all modes of travel for use in the needs analysis. HDR will prepare a summary of the recommended performance standards, and LOS thresholds will be prepared.

530 Capacity and Operational Analysis

HDR will conduct no-build capacity analyses for the project intersections, roadways and multi-use facilities identified for the 2042 analysis year. This analysis will identify deficiencies and needs for project facilities and will support the alternative improvements development and analyses in Task 600.

Deliverables

- No-build capacity and operational analyses results (included in Future Conditions Technical Memorandum)

540 No-Build Crash Frequency and Severity Analysis

HDR will estimate future crash conditions using the HSM Predictive Method or Crash Modification Factors, as appropriate. If the Predictive Method is used and calibration factors are available, they will be integrated into the analysis. This analysis will support the alternative improvements development and analyses in Task 600.

Deliverables

- No-build safety analysis results (included in Future Conditions Technical Memorandum)

550 Document Future Needs Assessment

HDR will prepare a Future Needs Assessment Technical Memorandum to document the work completed for the needs assessment tasks. It is expected that the technical memorandum will be included in the final plan document as the Future Needs Assessment chapter.

Deliverables

- Future Conditions Assessment Technical Memorandum



600 ALTERNATIVE CONCEPTS ANALYSIS AND EVALUATION

610 Alternative Concept Development

HDR will coordinate with City staff to develop feasible alternatives to improve intersections of Warm Springs Road with 10th Street and Lewis Street for all modes as well as connectivity, including:

- Realignment of these intersections to reduce skew with stop control
- Roundabout
- Dog Bone Roundabout
- Signalization
- No-Build

HDR will apply a high-level screening to the alternatives identified to determine the pros and cons of each, identifying fatal flaws that will keep the alternative from serving as intended or that have significant impacts. HDR will work with City staff to develop qualitative criteria, including safety, to apply to each alternative. At one of the project team meetings, the qualitative criteria results for each alternative will be compared and discussed by the project team. This will narrow down the alternatives to move forward efficiently with detailed analyses for the top two (2) alternatives, along with the no-build for a total of three (3) alternatives.

Following the identification of the top two (2) alternatives, HDR will advance and refine the screened alternatives and develop conceptual plan view layouts with brief written descriptions depicting and addressing major and minor roadways, land use, private property, and development opportunity impacts, and right-of-way impacts, placemaking and public realm improvement, bicycle and pedestrian accommodations and crossings, and major utility, and/or drainage relocations. Operational and safety analysis models will be prepared to estimate how the intersections of each alternative will operate and compare the results to the baseline no-build alternatives from Task 500. Crash modification factors will be used to estimate the relative safety performance of the identified alternatives. In addition, if one of the proposed alternatives from Task 610 includes these intersections, these will be accounted for in the analysis.

Assumptions

- HDR will confirm traffic forecasting, distributions and turning movement volumes with the City before proceeding with analyses in subsequent tasks.

620 Capacity and Operational Analysis

HDR will conduct and complete an operational and safety analysis for each of the top two (2) alternatives from Task 610 under 2042 analysis year conditions.

630 Relative Crash Frequency and Severity

HDR will forecast crash conditions under the proposed Warm Springs Road intersection concepts. The analysis will be conducted using the HSM predictive method or CMFs as appropriate.



640 Alternative Concept Cost Estimates

HDR will prepare conceptual cost estimates to implement each of the top alternatives from Task 610.

650 RRFB Detection Evaluation

HDR will evaluate rectangular rapid flashing beacon (RRFB) activation types for the Wood River Trail crossing at the YMCA on Warm Springs Road. Three (3) activation types will be compared, including push buttons, radar detection, and thermal detection. The evaluation will be qualitative in nature and be included in the traffic and safety operational study.

660 Benefits Determination and Evaluation

HDR will prepare a list of benefits and impacts of each of the top alternatives from Task 610 for discussion with the Project Team. Benefits and impacts will be evaluated through the discussion and each Alternative Concept will be compared to the No-Build scenario. A summary of the identified benefits and impacts and Project Team discussion will be included in the Screening Summary Memorandum.

Assumptions

- The traffic and safety operational study area will include the intersections of Warm Springs Road with 10th Street and Lewis Street.

Deliverables

- Screening Summary Memorandum

700 FINAL REPORT

710 Draft Report

The results of the analyses and screening completed under Task 700 will be compiled into a report format that documents the alternatives analyses for the Warm Springs Road intersections with 10th Street and Lewis Street. The report will also include potential funding sources for the City to consider and key components of the alternative that may score well on grant applications. The report will also include conceptual layouts and preliminary cost estimates.

HDR will distribute the Draft Report electronically to City staff to share with City Council, agency partners, and other stakeholders. The Draft Report will also be available via the City's website for the public and other stakeholders to review and provide comment via the website for a defined review period. HDR and City staff will discuss the public and stakeholder comments and resolutions on the Draft Report via conference call.

Assumptions

- Draft Report will be up to twenty (20) pages, with figures. Appendices will be additional pages.
- City will post the Draft Report on the City's website
- One (1) review of the Draft Report will be conducted by the City Council and staff
- City will compile all City Council, staff, stakeholder, and public comments and provide to HDR
- HDR and City staff will discuss comments and resolutions at team meeting identified under Task 130.

Deliverables



- Draft Report
- Comment and response matrix from public and stakeholder review of Draft Report

720 Final Report

HDR will finalize the Report by incorporating comments received. HDR will provide a Final Report to City staff, City Council, agency partners, and the general public in electronic format.

Assumptions

- Final Report will be up to twenty (20) pages, with figures. Appendices will be additional pages.

Deliverables

- Final Report

730 Adoption

HDR will assist the City, as needed, with the report adoption process. Anticipated tasks include presenting the plan to the City Council. This is intended to be an on-call task that will be utilized by the City on an as-needed/as-requested basis.

Assumptions

- Effort associated with this task is limited to a total of ten (10) hours by HDR as well as travel expenses to attend one (1) City Council meeting.
- Revisions to the Final Report will not be required.

Deliverables

- Assist the City with Plan adoption, as-needed/as-requested

		HDR												
		TOTAL	Principal in Charge	Quality Control	Project Manager	Senior Land Use Planner	Planner	Senior Traffic Engliener	Traffic Engineer	Public Involvement Specialist	Public Involvement Support	CADD/Graphic Support	Admin. Support	Accounting
100	Project Management	80.5	1	0	28.5	13	0	14	0	0	0	0	4	20
110	Project Initiation and Project Management Plan	11	1		2								4	4
120	Kick-off Meeting	32			8	12		12						
130	Project Team Meetings	7.5			4.5	1		2						
140	Status Calls	5			5									
150	Project Administration, Progress Reports and Invoicing	25			9									16
200	Project Goals and Objectives	6	0	0	2	2	0	2	0	0	0	0	0	0
210	Develop the Project Goals and Objectives	6			2	2		2						
300	Data Collection	6			2	2		2						
400	Existing Conditions	78	0	2	2	4	10	12	44	0	0	4	0	0
410	Land Use Review	12				4	8							
420	Capacity and Operational Analysis	17			1			4	12					
430	Crash Mapping and Analysis	20						4	16					
440	Document Existing Conditions	29		2	1		2	4	16			4		
500	Future Conditions	79	0	2	3	0	4	16	50	0	0	4	0	0
510	Travel Demand Forecasts	6					2	2	2					
520	Define Performance Standards	4			2			2						
530	Capacity and Operational Analysis	20						4	16					
540	No-Build Crash Frequency and Severity Analysis	20						4	16					
550	Document Future Needs Assessment	29		2	1		2	4	16			4		
600	Alternative Concepts Analysis and Evaluation	204	0	8	4	2	4	46	100	0	0	40	0	0
610	Alternative Concept Development	106			2	2	2	20	40			40		
620	Capacity and Operational Analysis	16						4	12					
630	Relative Crash Frequency and Severity	32						8	24					
640	Alternative Concept Cost Estimates	14		2				4	8					
650	RRFB Comparison	10		2				4	4					
660	Benefits Determination and Evaluation	26		4	2		2	6	12					
700	Final Report	118	0	6	12	0	2	20	36	0	0	24	18	0
710	Draft Report	72		4	2		2	16	24			16	8	
720	Final Report	28		2	2			4	12			8		
730	Adoption	18			8								10	
	Total:	571.5	1.0	18.0	53.5	23.0	20.0	110.0	232.0	0.0	0.0	72.0	22.0	20.0
	Total Check:	571.5	1.0	18.0	53.5	23.0	20.0	110.0	232.0	0.0	0.0	72.0	22.0	20.0
	Percent of Project Total:	100.0%	0.2%	3.1%	9.4%	4.0%	3.5%	19.2%	40.6%	0.0%	0.0%	12.6%	3.8%	3.5%

Attachment B

CONSULTANT NAME: HDR Engineering, Inc.

PROJECT NAME: City of Ketchum Warm Springs Road Corridor Altern

DESIGN

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Man-Hours		Rate		Labor Cost
1 Principal in Charge	= 1.00	@	\$305.00	=	\$305.00
2 Quality Control	= 18.00	@	\$195.00	=	\$3,510.00
3 Project Manager	= 53.50	@	\$224.00	=	\$11,984.00
4 Senior Land Use Planner	= 23.00	@	\$224.00	=	\$5,152.00
5 Planner	= 20.00	@	\$156.00	=	\$3,120.00
6 Senior Traffic Engineer	= 110.00	@	\$226.00	=	\$24,860.00
7 Traffic Engineer	= 232.00	@	\$118.00	=	\$27,376.00
8 Public Involvement Specialist	= 0.00	@	\$179.00	=	\$0.00
9 Public Involvement Support	= 0.00	@	\$126.75	=	\$0.00
10 CADD/Graphic Support	= 72.00	@	\$128.00	=	\$9,216.00
11 Admin. Support	= 22.00	@	\$93.00	=	\$2,046.00
12 Accounting	= 20.00	@	\$85.00	=	\$1,700.00
TOTAL =			571.50	TOTAL =	\$89,269.00

B. OUT-OF-POCKET EXPENSES

HDR TOTAL ESTIMATED EXPENSE* = **\$1,668.10**
 * See attached Direct Expenses for HDR

C. ESCALATION

Anticipated Agreement Date: September 22, 2021
 Project Duration: 10 months
 Escalation Period: 7.5 months

Total Labor Cost		Esc Ratio		Annual Esc	
\$89,269.00	X	75%	x	3.5%	=
					\$2,343.31

HDR Subtotal = \$93,280.41

D. SUBCONSULTANTS

L2 Data Collection = \$3,400.00
Subconsultant Subtotal = \$3,400.00

TOTAL = \$96,680.41

CONSULTANT NAME: HDR Engineering, Inc.
 PROJECT NAME: City of Ketchum Warm Springs Road Corridor Alternatives Analysis
 PROJECT NO.: N/A
 KEY NO. N/A

F. OUT-OF-POCKET EXPENSES SUMMARY

Expense	Unit	Estimated Amount	Unit Cost	Estimated Expense	Comment
1 Printing (8.5x11)	Sheets	200	@ \$ 0.05	= \$ 10.00	
2 Printing (8.5x11 Color)	Sheets	50	@ \$ 0.16	= \$ 8.00	
3 Printing (11x17)	Sheets	100	@ \$ 0.10	= \$ 10.00	
4 Printing (11x17 Color)	Sheets	50	@ \$ 0.32	= \$ 16.00	
5 Postage & Shipping	LS	-	@ \$ 100.00	= \$ -	
6 Postcards/Shipping Postcards	Each	-	@	= \$ -	
7 Display Boards (16)	sq ft	-	@ \$ 7.00	= \$ -	
8 Roll Plot - Color	sq ft	-	@ \$ 0.90	= \$ -	
9 Display Ad	Each	-	@ \$ 210.00	= \$ -	
10 Meeting Refreshments	LS	-	@ \$ 50.00	= \$ -	
11 Mileage	Miles	-	@ \$ 0.560	= \$ -	
12 Meals	Day	6	@ \$ 66.00	= \$ 396.00	
13 Lodging	Each	2	@ \$ 147.00	= \$ 294.00	
14 Lodging Tax	Each	2	@ \$ 22.05	= \$ 44.10	
15 Airfare - Denver to Boise	Each	1	@ \$ 350.00	= \$ 350.00	
16 Airfare - Spokane to Boise	Each	1	@ \$ 250.00	= \$ 250.00	
17 Rental Car	Each	2	@ \$ 75.00	= \$ 150.00	
18 Fuel	Gals	40	@ \$ 3.50	= \$ 140.00	
HDR Engineering, Inc. Total Estimated Expenses				\$1,668.10	

Task 120

Expense		Unit	Estimated Amount	Unit Cost	Estimated Expense
Meals	Day	5	@ \$ 66.00	= \$ 330.00	
Lodging	Each	2	@ \$ 147.00	= \$ 294.00	
Lodging Tax	Each	2	@ \$ 22.05	= \$ 44.10	
Airfare - Denver to Boise	Each	1	@ \$ 350.00	= \$ 350.00	
Airfare - Spokane to Boise	Each	1	@ \$ 250.00	= \$ 250.00	
Rental Car	Each	1	@ \$ 75.00	= \$ 75.00	
Fuel	Gals	20	@ \$ 3.50	= \$ 70.00	

Jordan Block fly to Boise, drive with team to Ketchum
 Sean Messner fly to Boise, drive with team to Ketchum

14.4

Task 730

Expense		Unit	Estimated Amount	Unit Cost	Estimated Expense
Meals	Day	1	@ \$ 66.00	= \$ 66.00	
Rental Car	Each	1	@ \$ 75.00	= \$ 75.00	
Fuel	Gals	20	@ \$ 3.50	= \$ 70.00	

August 11, 2021

TRAFFIC DATA COLLECTION SERVICES FOR HDR Scope of Services and Cost Proposal

L2 Data Collection (L2DC) is pleased to submit this proposal to provide traffic data collection services in Ketchum, ID.

1. Data Collection: Intersection Turning Movement

Type: Vehicle Volume & Direction
Time: 7:00-9:00AM and 4:00-6:00PM
Classification: Yes
Pedestrian & Bikes: Yes
Day: Weekday – Tuesday, Wednesday, or Thursday
Locations:
SH-75 and 10th Street
Warm Springs Road and 10th Street
Warm Springs Road and Lewis Street

2. Data Collection: Machine Tube Count

Type: Vehicle Volume & Direction
Duration: 24-hours
Classification: Yes *
Day: Weekday – Tuesday, Wednesday, or Thursday
Locations:
SH-75 east of 10th Street
Warm Springs west of Lewis Street
Warm Springs east of 7th Street
10th Street between Warm Springs Road and SH-75

3. Deliverables

The Traffic Data Report will be delivered no later than 10 days after the on-site data collection is completed.

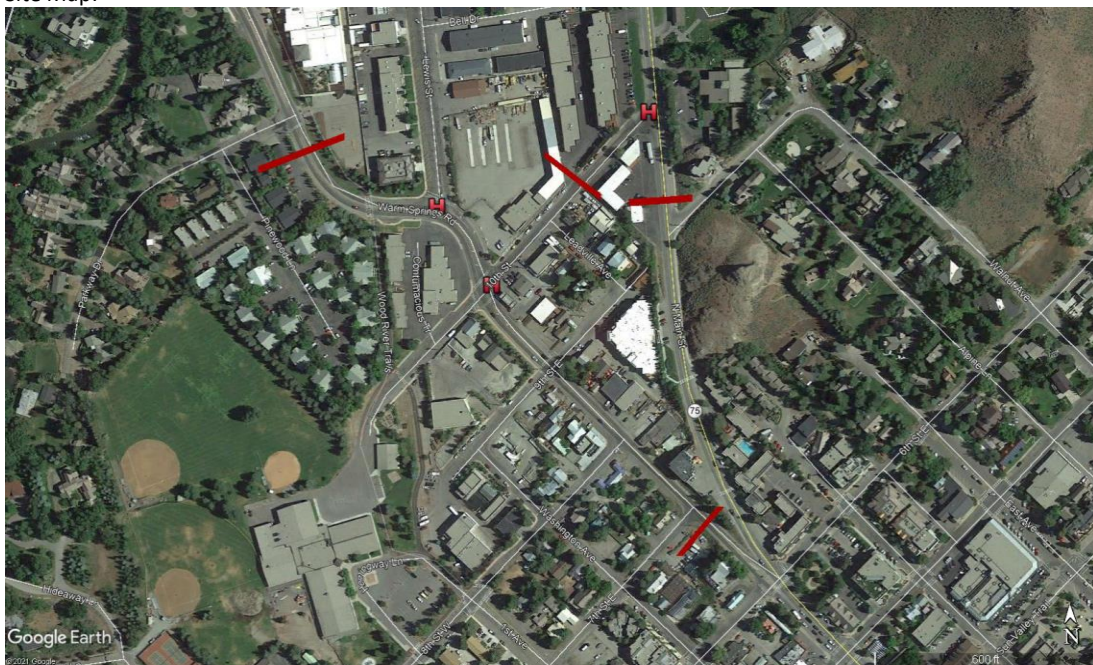
4. Contract and Payment Terms

Payment terms for the services listed above are net 90 days. Client will notify L2DC, prior to authorizing work, if terms are pay-when-paid.

5. Cost Proposal

The total lump-sum cost for the services listed above is \$3,400.00, including travel time, mileage, lodging, data collection and data processing.

Site Map:



CONTRACT NO. 20703

MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this _____ day of September, 2021, between City of Ketchum, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER’s Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached HDR Engineering, Inc. Terms and Conditions.

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

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

City of Ketchum

“OWNER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
“ENGINEER”

BY: _____

NAME: Kate Eldridge

TITLE: Vice President

ADDRESS: 412 E Parkcenter Blvd
Suite 100
Boise, Idaho 83706

EXHIBIT A

TASK ORDER

This Task Order pertains to an Agreement by and between _____, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20____, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

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

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER'S FEE:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20__.

_____	HDR ENGINEERING, INC.
“OWNER”	“ENGINEER”
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____
_____	_____

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.)

and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

**CITY OF KETCHUM
RESOLUTION NO. 21-019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM,
IDAHO, RECOMMENDING TO SUPPORT THE BLAINE COUNTY SCHOOL
DISTRICT'S GOAL TO CONTINUE IN-SCHOOL LEARNING; MAINTAIN
ADEQUATE HOSPITAL CAPACITY TO SERVE OUR COMMUNITY;
PROTECT THE CURRENT LABOR SHORTAGE DUE TO COVID INFECTIONS
AMONGST EMPLOYEES AND CUSTOMERS; AND PROVIDE FOR AN
EFFECTIVE DATE.**

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death caused by the SARS-CoV-2 virus that can easily spread from person to person. The virus is spread between individuals who are in close contact with each other through respiratory droplets; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

WHEREAS, infection rates in Idaho have significantly increased in urban areas in recent weeks, and Blaine County and the City of Ketchum are experiencing a rise in the numbers of verified cases of COVID-19; and

WHEREAS, Blaine County School District has mandated mask wearing for students and staff, and a modified schedule to ensure in-school learning throughout the entire school year; and

WHEREAS, the emergency services and local healthcare facilities have limited capacity to handle a significant increase in COVID-19 confirmed cases in Blaine County, while healthcare facilities statewide are reaching capacity; and

WHEREAS, healthcare facilities operating at or above capacity may result in reduced healthcare availability to persons with COVID or with any other illness; and

WHEREAS, Ketchum's labor shortage could be amplified with more local COVID exposure.

NOW, THEREFORE, the Mayor and City Council support the efforts made to ensure in-school learning, minimize use of emergency services at our local healthcare facilities and protect the compromised state of Ketchum's labor shortage, and hereby recommend that all Ketchum residents and visitors wear a mask in indoor public places and outside where social distancing is not possible.

This resolution will remain in full effect upon its adoption this 7th day of September 2021.

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST:

Tara Fenwick, City Clerk



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Ordinance 1224 Amending KMC Section 17.140.090 B and C Exempt Communication Facilities, to Exempt Public Safety Antennas and Any Wireless Communication Facility Located on a Public Use Building and Amend the City of Ketchum Official Zoning District Map to Change the Zoning of Block 1 of the Warm Springs Ranch Large Block Plat from T, Tourist Designation to GR-L, General Residential Low Density.

Recommendation and Summary

Staff is recommending the Council conduct a public hearing and approve first reading of Ordinance 1224 and adopt the following motion:

I move to approve the first reading of Ordinance 1224 and read by title only by the City Clerk

The reasons for the recommendation are as follows:

- On August 10, 2021, the Planning and Zoning Commission recommended approval of the proposed text amendment with modifications and approval of the District Zoning Map amendment.
- The proposed text amendment facilitates the installation of emergency communication equipment on the new fire station.
- The proposed amendment to the District Zoning Map implements the rezoning previously approved by the City Council for Warm Springs Ranch Block 1.

PROPOSED AMENDMENTS

Two amendments are proposed by staff for City Council approval. One amendment is to the Zoning Ordinance and one amendment is to the District Zoning Map that identifies zoning for properties in Ketchum. The following outlines the proposed amendments.

Amendment to KMC 17.140.090 to exempt wireless communication facilities for public safety purposes

Currently, under KMC 17.140, Wireless Communication Facilities, the installation of emergency communication equipment for public safety facilities (Police and Fire) is subject to an extensive permitting process. Unlike commercial communication devices where the location of the device is discretionary, the placement and location of public safety communication equipment is fixed and installed at a fire station or other public facility.

With the construction of the new Ketchum fire station, emergency communications equipment will be installed. Without this text amendment, installation of the emergency communications equipment would

necessitate a detailed study, analysis, and conditional use permit. This level of review is typically required to determine if the proposed location of a commercial communication device is appropriate and necessary. There is no question that emergency communication equipment is necessary and must be installed at a public safety facility. There is no need for an extensive review process to determine if emergency communication equipment at a public safety facility is necessary.

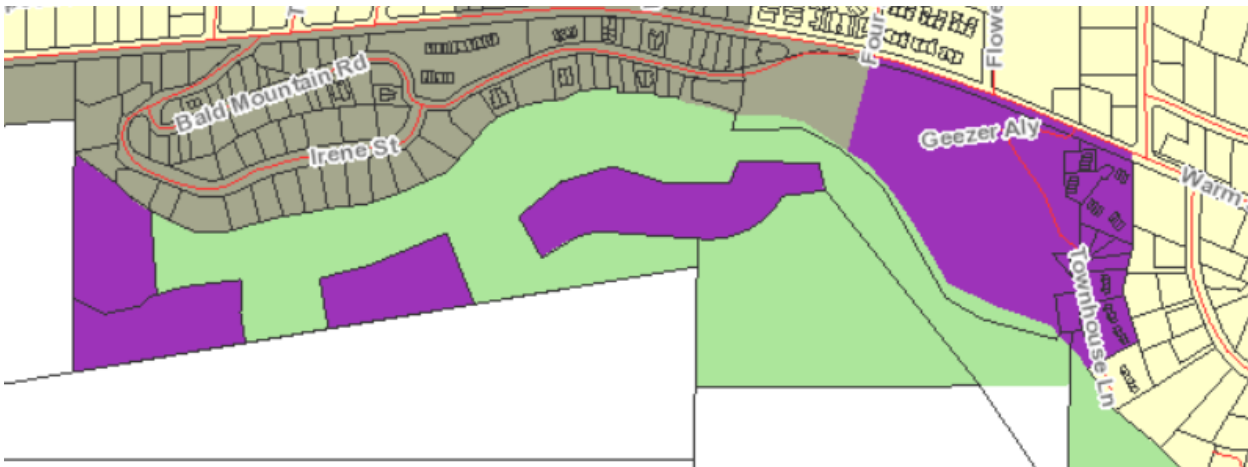
Planning and Zoning Commission Action

On August 10, 2021, the Planning and Zoning Commission conducted a public hearing on the proposed amendment. The Commission recommended City Council approve the amendment provided new language is added that requires Planning and Zoning Commission review for any equipment that exceeds 10 feet in height above the roof of a building. This provision has been added to the proposed amendment. This will not impact installation of equipment for the fire station since that equipment is under 3 feet in height.

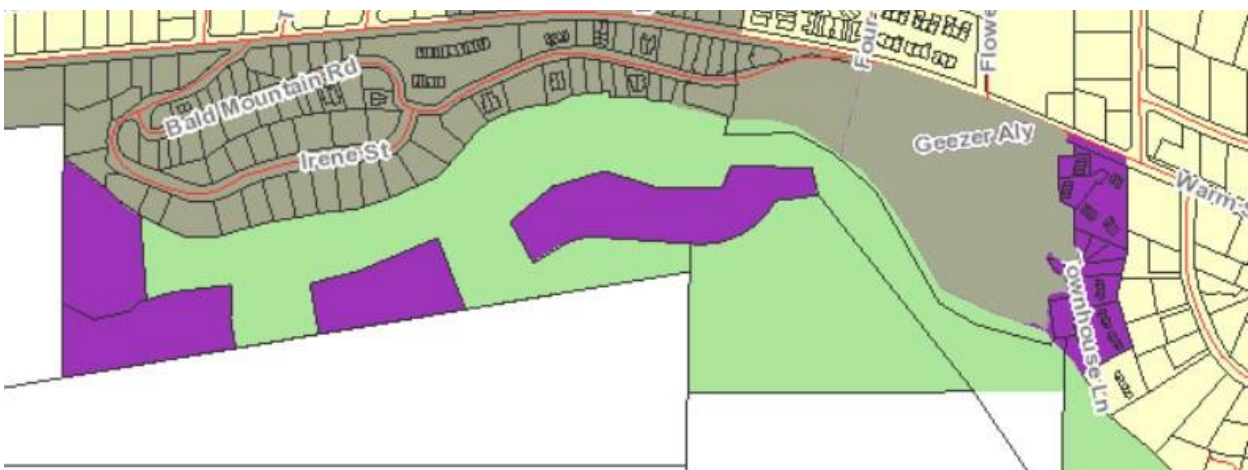
Amendment to the District Zoning Map

This proposed amendment is a procedural action to reflect the rezoning approved by the City Council and Planning and Zoning Commission for the Warm Springs Ranch Block 1. Block 1 of Warm Springs Ranch was rezoned from (T) Tourist Zone to (GR-L) General Low Density Residential as part of the approved Development and Rezoning Agreement. This proposed action officially changes the Zoning District Map to reflect the rezoning. The Official Zoning District Map would be changed as follows:

Existing (T) Tourist Zoning Designation



Proposed (GR-L) General Residential Low Density Zoning Designation



PROCESS

Consistent with KMC 17.152, the Commission conducted a public hearing on the proposed amendment to the Zoning Ordinance and District Zoning Map and recommended approval to the City Council. Notice of the City Council public hearing was published in the Mountain Express on August 18, 2021, and notice was sent in accordance with KMC Chapter 17.152. The Council can approve, amend or reject the proposed amendments.

PUBLIC INPUT

No written public comment was received prior to publication of this staff report for the September 7, 2021, hearing. Any written public comment received prior to the public hearing will be distributed to the Council and included in the public record.

FINANCIAL IMPACT

There is no financial impact as a result of the proposed recommendation.

Attachments:

- A. Proposed Ordinance 1224
- B. Proposed Publication Summary of Ordinance 1224

ORDINANCE NO 1224

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17 THE ZONING ORDINANCE OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.140.090 B AND C, EXEMPT COMMUNICATION FACILITIES, AND AMENDING THE CITY OF KETCHUM DISTRICT ZONING MAP TO CHANGE THE ZONING OF BLOCK 1 OF THE WARM SPRINGS LARGE BLOCK PLAT FROM T-TOURST ZONING TO GR-L-GENERAL RESIDENTIAL LOW DENISTY, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to amend the city zoning ordinance and the District Zoning Map pursuant to Idaho Code § 67-6511; and

WHEREAS, Title 17, the Zoning Code, establishes standards to regulate the installation of wireless communication facilities in Ketchum; and

WHEREAS, a code amendment is necessary to ensure public safety communication equipment is installed in appropriate locations to support emergency operations; and

WHEREAS, on April 28, 2021, the City entered into Development and Rezoning Agreement 20609 that rezoned Block 1 of the Warm Springs Ranch Large Block Plat from T-Tourist Zoning to GR-L- General Residential Low Density; and

WHEREAS, the change to the District Zoning Map implements the rezoning approved in Development and Rezoning Agreement 20609 previously approved by both the Planning and Zoning Commission and City Council; and

WHEREAS, the Planning and Zoning Commission conducted a public hearing on the proposed text amendment and amendment to the District Zoning Map on August 10, 2021; and

WHEREAS, the City Council, having considered the recommendation of the Planning and Zoning Commission and any comments from the public at a public hearing on September 7, 2021, having determined that it is in the best interests of the public to adopt the proposed amendments to Title 17 and the District Zoning Map:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM:

Section 1: AMENDMENT TO SECTION 17.140.090 B and C: EXEMPT COMMUNICATION FACILITIES:

A. The requirements imposed by this title shall not apply to antennas designed to receive video programming signals from direct broadcast satellite (DBS) services, multichannel multipoint

distribution providers (MMDS), or television broadcast stations (TVBS); provided, that all of the following conditions are met:

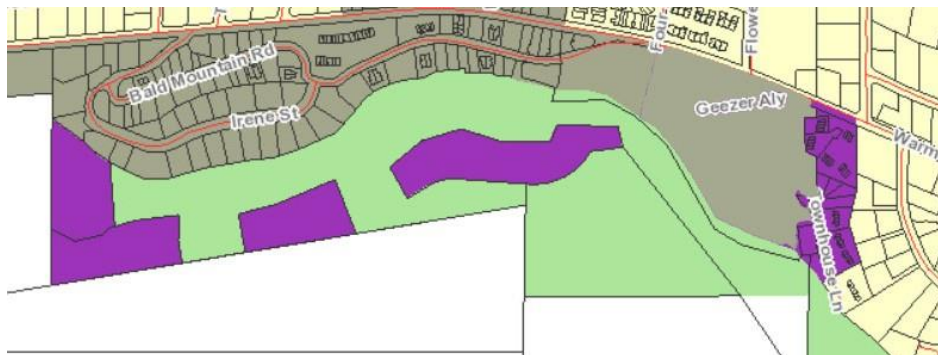
1. The antenna measures thirty nine inches (39") (1 meter) or less in diameter.
2. The antenna, if attached to a building, shall comply with subsections 17.140.040B1 and B2 of this chapter.
3. The antenna is attached to a freestanding tower measuring less than twelve feet (12') in height.

B. **Additionally** The requirements of this title shall not apply to wi-fi facilities serving an individual building or development or a wireless communications facility that measures less than four (4) cubic feet in size.

C. Antennas and any wireless communication facility used for public safety located on a public use building shall be exempt from the requirements of Chapter 17.140 provided such facility does not exceed 10 feet in height above the building roof. Facilities over 10 feet in height shall require design review approval pursuant to KMC Chapter 17.96-Design Review.

Section 2. AMENDMENT TO DISTRICT ZONING MAP:

Block 1 of the Warm Spring Large Block Plat shall be changed from T-Tourist Zoning District to GR-L-General Residential Low Density and the following map amendment shall be made to the District Zoning Map:



Zoning	LR Limited Residential
Zoning Districts	LR-1 Limited Residential 1 Ac.
AF Agricultural & Forestry	LR-2 Limited Residential 2 Ac.
CC Community Core (See Inset)	RU Recreation Use
GR-H General Residential High Density	STO-1 Short Term Occupancy 1 Ac.
GR-L General Residential Low Density	STO-4 Short Term Occupancy .4 Ac.
LI-1 Light Industrial 1	STO-H Short Term Occupancy High Density
LI-2 Light Industrial 2	T Tourist
LI-3 Light Industrial 3	T-3000 Tourist 3000
	T-4000 Tourist 4000

Section 3. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 4. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form attached hereto as Exhibit A, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on this _____ day of _____ 2021.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Tara Fenwick, City Clerk

ORDINANCE NO. 1224

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17 THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.140.090 B AND C, EXEMPT COMMUNICATION FACILITIES, AND AMENDING THE CITY OF KETCHUM DISTRICT ZONING MAP TO CHANGE THE ZONING OF BLOCK 1 OF THE WARM SPRINGS LARGE BLOCK PLAT FROM T-TOURST ZONING TO GR-L-GENERAL RESIDENTIAL LOW DENISTY, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1224 of the City of Ketchum, Blaine County, Idaho, adopted on _____ 2021, is as follows:

- SECTION 1.** Amends Section 17.140.090 A and B, Exempt Communications Facilities, to exempt antennas and any wireless communication facility used for public safety located on a public use building shall be exempt from the requirements of Chapter 17.140 provided such facility does not exceed 10 feet in height above the building roof. Facilities over 10 feet in height shall require design review approval pursuant to 17.

- SECTION 2.** Amends the Ketchum District Zoning Map Amends the Ketchum District Zoning Map District, to change Block 1 of the Warm Spring Large Block Plat T-Tourist Zoning District to GR-L-General Residential Low Density.

- SECTION 3.** Provides a repealer clause

- SECTION 4.** Provides a savings and severability clause.

- SECTION 5.** Provides for publication of this Ordinance by Summary.

- SECTION 6.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

Tara Fenwick, City Clerk

Neil Bradshaw, Mayor



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Hold Public Hearing and Adopt Ordinance No. 1221
Amending the FY 20-21 Annual Appropriations Ordinance
By Appropriating Additional Monies and Specifying Authorized Activities**

Recommendation and Summary

Staff is respectfully recommending that the City Council hold a public hearing on amendment of the FY 21 budget and conduct the second and third reading by title only of Ordinance No. 1221: via the following motions:

Motion #1: Pursuant to Idaho Code 50-902, I move to conduct the second and third reading of Ordinance # 1221 by title only.

Motion #2: I move to approve Ordinance #1221

The reasons for the recommendation are as follows:

- Revenue increases due to inflationary changes in charges for services, permits for planning and building, Idaho Rebound Grant, American Rescue Plan Act, and Blaine County rebate of excess funds.
- Expenditure adjustments will be allocated to planning and building increased costs, Warm Spring Analysis, City Beautification, fire station parking lot and essential service facility new City Hall.
- State statute establishes requirements for amending the budget in Section 50-1003.

Introduction and History

Per Idaho Code 50-1003, the City Council of each city shall, prior to the commencement of each fiscal year, pass an Ordinance to be termed the Annual Appropriation Ordinance.

On September 8, 2020, the Council adopted Ordinance 1208 entitled the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021, appropriating to the various budgetary funds sums of money necessary to defray all expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property, specifying the objects and purposes for which said appropriation is made and providing an effective date.

The city council of any city may, by the same procedure as used in adopting the original appropriation ordinance at any time during the current fiscal year, amend the appropriation ordinance because of an increase in revenues from any source other than ad valorem tax revenue.

Analysis

Ordinance No. 1208 is the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021. Ordinance No. 1221 outlines the Proposed Expenditure adjustments in the amount of 5,357,038 and Proposed Revenue adjustments in the amount of \$5,896,841.

Financial Impact

The funds for adjustments are due to inflationary changes each exist in their respective fund balances and will be used as noted in Attachment B.

Attachments

- Attachment A: Ordinance 1208
- Attachment B: Notice of Public Hearing

ORDINANCE NO. 1208

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City Ketchum, Blaine County, Idaho:

SECTION 1: That the sum of \$33,712,794 be raised and appropriated to defray the necessary expenses and liabilities of the City of Ketchum, Blaine County, Idaho for the fiscal year beginning October 1, 2020.

SECTION 2: That the City Council hereby appropriates each Fund as an independent fiscal and accounting group with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

SECTION 3: That the appropriation for the General Fund is made in the following amount to each specific division or function:

Legislative and Executive, Administrative, Legal, Community Planning and Development, Law Enforcement, Building Code, and Non-Departmental.

Total General Fund	10,307,770
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SECTION 4: That the appropriation for the Water and Wastewater Funds is made in the following amounts to each specific Fund, department or function:

Water Fund	2,390,937
Water Capital Improvement Fund	522,000
Wastewater Fund	2,587,242
Wastewater Capital Improvement Fund	462,000
Total Water and Wastewater Funds	5,962,179

SECTION 5: That the appropriation for all Other Funds is made in the following amounts to each specific Fund, department or function:

General Capital Improvement Fund	563,000
Essential Services Facilities Trust Fund	420,600

Wagon Days Fund	85,650
Street Capital Improvement Fund	232,600
Law Enforcement Capital Improvement Fund	250
Fire & Rescue Capital Improvement Fund	104,330
Fire & Rescue Construction Capital	9,500,000
Parks & Recreation Capital Improvement Fund	0
Parks & Recreation Trust Fund	49,050
Original LOT Fund	1,817,246
Additional 1%-LOT Fund	1,500,000
GO Bond Debt Service Fund	149,835
GO Bond Debt Fire Fund	615,284
Community Housing In-Lieu Fund	2,250,000
Police Trust Fund	5,000
Fire Trust Fund	0
Development Trust Fund	150,000
 Total Other Funds	 17,442,845

SECTION 6: That a general tax levy on all taxable property within the City of Ketchum be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2020.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force upon its passage, approval and publication in one issue of the Idaho Mountain Express, a newspaper of general circulation in the City of Ketchum, and the official newspaper of said City.

PASSED by the City Council and APPROVED by the Mayor of Ketchum this 8th day of September 2020.

7:1

Robin Crottt
City Clerk



Neil Bradshaw
Mayor

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Ketchum, Idaho, will hold a Public Hearing for consideration of an amendment to the 2020-21 fiscal year budget. The Council will consider appropriation of additional monies received by the City of Ketchum, Idaho, during the fiscal year. Said hearing will be held at Ketchum City Hall, 480 East Avenue North, at 4:00 p.m. on August 16, 2021.

That the following table sets forth the amounts appropriated to each fund for the current 2020-21 fiscal year, the amount of the revised appropriation for each fund for the 2020-21 fiscal year, and the proposed adjustment amount.

CITY OF KETCHUM, IDAHO

REVISED	EXPENDITURES		PROPOSED
	ADOPTED FY 2020- 2021	REVISED FY 2020-2021	ADJUSTMENT
GENERAL FUND	10,307,770	12,687,889	2,380,119
ESSENTIAL SERVICES FACILITIES TRUST FUND	420,600	2,138,120	1,717,520
GENERAL CAPITAL IMPROVEMENT FUND	563,000	563,000	0
STREET CAPITAL IMPROVEMENT FUND	232,600	232,600	0
LAW ENFORCEMENT IMPROVEMENT FUND	250	250	0
FIRE CAPITAL IMPROVEMENT FUND	104,330	241,030	136,700
PARKS & RECREATION CAP. IMP. FUND	0	0	0
PARKS & RECREATION TRUST FUND	49,050	49,050	0
POLICE TRUST FUND	5,000	5,000	0
DEVELOPMENT TRUST FUND	150,000	150,000	0
ORIGINAL LOT FUND	1,817,247	2,217,247	400,000
ADDITIONAL 1%-LOT FUND	1,500,000	2,222,699	722,699
GO BOND DEBT SERVICE FUND	149,835	149,835	0
FIRE CONSTRUCTION FUND	9,500,000	9,500,000	0
FIRE GO BOND FUND	615,284	615,284	0
COMMUNITY HOUSING IN-LIEU FUND	2,250,000	2,250,000	0
WAGON DAYS FUND	85,650	85,650	0
WATER FUND	2,390,937	2,390,937	0
WATER CAPITAL IMPROVEMENT FUND	522,000	522,000	0
WASTEWATER FUND	2,587,242	2,587,242	0
WASTEWATER CAPITAL IMP. FUND	462,000	462,000	0
Total Expenditures	33,712,795	39,069,833	5,357,038
	REVENUE		
GENERAL FUND			
GENERAL PROPERTY TAXES	4,339,021	4,339,021	0
OTHER REVENUE	5,968,749	8,144,918	2,176,169
FUND BALANCE APPLIED	0	511,000	511,000
TOTAL GENERAL FUND	10,307,770	12,994,939	2,687,169
ESSENTIAL SERVICES FACILITIES TRUST FUND			
FUND BALANCE APPLIED	385,600	492,151	106,551
	35,000	1,645,969	1,610,969
TOTAL ESF TRUST FUND	420,600	2,138,120	1,717,520
GENERAL CAPITAL IMPROVEMENT FUND			
FUND BALANCE APPLIED	251,219	251,219	0
	311,781	361,781	50,000
TOTAL GENERAL CAPITAL IMPRVMNT FUND	563,000	613,000	50,000
STREET CAPITAL IMPROVEMENT FUND			
FUND BALANCE APPLIED	205,100	205,100	0
	27,500	27,500	0
TOTAL STREET CAPITAL IMPR. FUND	232,600	232,600	0
LAW ENFORCEMENT IMPROVEMENT FUND	900	900	0
FIRE CAPITAL IMPROVEMENT FUND			
FUND BALANCE APPLIED	0	0	0
	112,930	249,630	136,700
TOTAL FIRE CAPITAL IMPROVEMENT FUND	112,930	249,630	136,700
PARKS & RECREATION CAP. IMP. FUND			
FUND BALANCE APPLIED	0	0	0
	10,200	10,200	0
TOTAL PARKS & RECREATION CAP.IMP.FND	10,200	10,200	0
PARKS & RECREATION TRUST FUND			
FUND BALANCE APPLIED	10,000	10,000	0
TOTAL PARKS & RECREATION TRUST FUND	42,050	42,050	0
	52,050	52,050	0
POLICE TRUST FUND			
FUND BALANCE APPLIED	3,500	3,500	0
	1,500	1,500	0
TOTAL POLICE TRUST FUND	5,000	5,000	0
DEVELOPMENT TRUST FUND	150,000	150,000	0
ORIGINAL LOT FUND			
FUND BALANCE APPLIED	0	0	0
	1,817,247	2,400,000	582,753
TOTAL ORIGINAL LOT FUND FUND	1,817,247	2,400,000	582,753
ADDITIONAL 1%-LOT FUND	1,500,000	2,222,699	722,699
GO BOND DEBT SERVICE FUND	149,835	149,835	0
FIRE CONSTRUCTION FUND			
FUND BALANCE APPLIED	9,500,000	9,500,000	0
	0	0	0
TOTAL FIRE CONSTRUCTION FUND	9,500,000	9,500,000	0
FIRE GO BOND FUND			
FUND BALANCE APPLIED	0	0	0
	615,284	615,284	0
TOTAL FIRE GO BOND FUND	615,284	615,284	0
COMMUNITY HOUSING IN-LIEU FUND			
FUND BALANCE APPLIED	2,200,000	2,200,000	0
	30,000	30,000	0
TOTAL COMMUNITY HOUSING IN-LIEU FND	2,230,000	2,230,000	0
WAGON DAYS FUND			
FUND BALANCE APPLIED	0	0	0
	85,650	85,650	0
TOTAL WAGON DAYS FUND	85,650	85,650	0
WATER FUND			
FUND BALANCE APPLIED	0	0	0
	2,494,522	2,494,522	0
TOTAL WATER FUND	2,494,522	2,494,522	0
WATER CAPITAL IMPROVEMENT FUND			
FUND BALANCE APPLIED	0	0	0
	522,000	522,000	0
TOTAL WATER CIP FUND	522,000	522,000	0
WASTEWATER FUND			
FUND BALANCE APPLIED	0	0	0
	2,796,861	2,796,861	0
TOTAL WASTEWATER FUND	2,796,861	2,796,861	0
WASTEWATER CAPITAL IMP. FUND			
FUND BALANCE APPLIED	0	0	0
	462,000	462,000	0
TOTAL WASTEWATER CAPITAL IMP. FUND	462,000	462,000	0
Total Revenue	34,028,449	39,925,290	5,896,841

Shellie Rubel
City Treasurer



City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold Public Hearing and Adopt Ordinance No. 1220 and the FY22 Annual Appropriates Ordinance

Recommendation and Summary

Staff respectfully recommends that the City Council conduct the second and third reading of the Annual Appropriation Ordinance No. 1220, and read by title only via the following two motions:

***Motion #1: Pursuant to Idaho Code 50-902, I move to conduct the second and third reading of
Ordinance # 1220 by title only.***

Motion #2: I move to approve Ordinance #1220

The reasons for the recommendation are as follows:

- State statute establishes requirements for approving a budget.
- Public hearing was held on July 19, 2021.
- Budget workshop was held on June 28, 2021.

Introduction and History

Per Idaho Code 50-1003, the City Council of each city shall, prior to the commencement of each fiscal year, pass an Ordinance to be termed the Annual Appropriation Ordinance.

Analysis

The City Council will hold a Public Hearing on August 16, 2021, at 4:00 p.m. for the purpose of considering and fixing a final budget and making appropriations to each office, department, service, agency, or institution and fund for the next fiscal year (2021-22).

The City Council will consider adopting Ordinance Number 1220, entitled the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2021, appropriating to the various funds sums of money deemed necessary to defray all expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of sufficient tax upon the taxable property, specifying the objects and purpose for which said appropriation is made, and providing and effective date.

Financial Impact

The Fiscal Year 2021-22 City Budget provides budget authority for the services and projects the City anticipates providing during the new fiscal year. The proposed budget appropriates a total of \$32,222,099 including \$12,840,516 in the General Fund.

Attachments

- Attachment A: Ordinance 1220

ORDINANCE NO. 1220

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City Ketchum, Blaine County, Idaho:

SECTION 1: That the sum of \$32,222,099 be raised and appropriated to defray the necessary expenses and liabilities of the City of Ketchum, Blaine County, Idaho for the fiscal year beginning October 1, 2021.

SECTION 2: That the City Council hereby appropriates each Fund as an independent fiscal and accounting group with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves, and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

SECTION 3: That the appropriation for the General Fund is made in the following amount to each specific division or function:

Legislative and Executive, Administrative, Legal, Community Planning and Development, Law Enforcement, Fire and Rescue, Street and Facility Maintenance, and Non-Departmental.

Total General Fund	12,840,516
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SECTION 4: That the appropriation for the Water and Wastewater Funds is made in the following amounts to each specific Fund, department, or function:

Water Fund	2,469,632
Water Capital Improvement Fund	487,000
Wastewater Fund	3,259,625
Wastewater Capital Improvement Fund	1,206,000
Total Water and Wastewater Funds	7,422,257

SECTION 5: That the appropriation for all Other Funds is made in the following amounts to each specific Fund, department, or function:

General Capital Improvement Fund	2,917,366
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Wagon Days Fund	122,500
Parks & Recreation Trust Fund	49,050
Original LOT Fund	2,400,000
Additional 1%-LOT Fund	1,900,000
GO Bond Debt Street	3,212
GO Bond Debt Fire Fund	636,050
Community Housing In-Lieu Fund	2,822,050
Strategic Initiative Fund	864,099
Police Trust Fund	95,000
Fire Trust Fund	0
Development Trust Fund	150,000
 Total Other Funds	 11,956,115

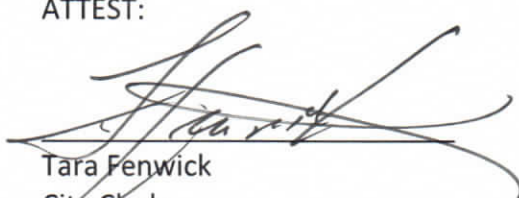
SECTION 6: That a general tax levy on all taxable property within the City of Ketchum be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2022.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force upon its passage, approval, and publication in one issue of the Idaho Mountain Express, a newspaper of general circulation in the City of Ketchum, and the official newspaper of said City.

PASSED by the City Council and APPROVED by the Mayor of Ketchum this 16th day of August 2021.

ATTEST:


Tara Fenwick
City Clerk



Neil Bradshaw
Mayor