



CITY OF KETCHUM, IDAHO

CITY COUNCIL

Monday, November 21, 2022, 4:00 PM
191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

You will find this option on our website at www.ketchumidaho.org/meetings.

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

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/89538814455>
Webinar ID: 895 3881 4455
2. Address the Council in person at City Hall.
3. Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*).

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

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL:

Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted

CONSENT AGENDA:

City 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.

2. Recommendation to approve minutes of November 7, 2022 – City Clerk Trent Donat
3. Recommendation to receive and file the Treasurer's financial reports – Treasurer Shellie Gallagher
4. Authorization and approval of the payroll register – Treasurer Shellie Gallagher

- [5.](#) Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher
- [6.](#) Recommendation to approve FAR Exceedance Agreement 22811 for the development at 200 N Leadville Ave. - Senior Planner Morgan Landers
- [7.](#) Recommendation to approve Walnut & 4th Mixed-Use Building Amended FAR Exceedance Agreement 20595A, 580 E 4th Street Right-of-Way Encroachment 22814, and 331 N Walnut Avenue Right-of-Way Encroachment Agreement 22815 - Senior Planner Abby Rivin
- [8.](#) Recommendation to approve Right-of-Way Encroachment Agreement 22809 for the placement of driveway pavers with snowmelt in the public right-of-way at 123 River Run Drive - Senior Planner Abby Rivin
- [9.](#) Recommendation to approve Ketchum Arts Commission selections for permanent art installation in City Hall - Events Manager & Administrative Liaison Eryn Alvey
- [10.](#) Recommendation to approve purchase of historical prints for City Hall – City Administrator Jade Riley
- [11.](#) Recommendation to approve the Emergency Medical Services Agreement 22813 between the City of Ketchum and the Blaine County Ambulance District - Fire Chief Bill McLaughlin
- [12.](#) Recommendation to approve Resolution 22-036 for Ketchum Traffic Authority meeting dates - Streets & Facilities Admin Assistant Kelli Trapp
- [13.](#) Recommendation to approve Purchase Order 23038 for the minimum premium/membership contribution of \$69,889 with an annual cost of \$139,778, to renew the City Public Entity Multi-Lines Insurance Policy through ICRMP - City Clerk & Business Manager Trent Donat
- [14.](#) Recommendation to approve Task Order No. 14 (Purchase Order 23037) with HDR Engineering, Inc. for preliminary engineering services for Ketchum/SVWSD Wastewater Treatment Plant - Aeration Blowers and MLE Conversion Tech Memos - Wastewater Supervisor Mick Mummert
- [15.](#) Recommendation to approve Purchase Order 23039, with McClure Policy, LLC for governmental relations services during the 2023 Idaho Legislative Session – City Administrator Jade Riley
- [16.](#) Recommendation to approve Resolution 22-037 for the Mayor's appointment of Sophie Sawyer and Mylan Chacon to the Ketchum Arts Commission – Events Manager & Administrative Liaison Eryn Alvey

PUBLIC HEARING:

- [17.](#) Recommendation to hold a public hearing, review, and approve a Lot Line Shift, Townhouse Preliminary Plat, and associated Phased Development Agreement #22812 for the Sapp Townhomes at 780 N 4th Ave. - Senior Planner Morgan Landers

NEW BUSINESS:

- [18.](#) Blaine County Sustainability Program Update, Clean Energy Modeling & Feasibility Analysis – Sustainability Manager Lynne Barker

EXECUTIVE SESSION:

ADJOURNMENT:

From: alpine7@mindspring.com
To: [Participate](#)
Subject: Limelight
Date: Friday, November 4, 2022 12:32:11 PM

Dear City,

As Winter approaches, I am wondering what is going to happen at the Limelight. I live in the immediate vicinity and see it every day. I also understand that there are many parties involved like fire inspectors, insurance companies and restoration companies so the City should take the lead in figuring out who is doing what.

A few suggestions:

Empty or remove the dumpster out front. It appears to me as if several people have emptied their refrigerators into it and the magpies are always having a dumpster party.

Move the cyclone fences back a ways to make more room for snow removal and a bus stop.

Knock down the hanging parts like rain gutters that could be displaced during strong winds.

Thanks!

Bruce Smith

From: [Tess OSullivan](#)
To: [Participate](#)
Subject: Re: City of Ketchum | Word on the Street
Date: Monday, November 7, 2022 10:41:26 AM

Thanks for the note and reminder about holiday lighting. I appreciate that and the commitment to the dark sky ordinance and the forethought to allow our community and visitors the special and unique experience to be able to enjoy the stars.

It seems the city of Ketchum is violating this ordinance and/or the spirit of it with the lighting that is on the corner of wood river drive and busselle st.

I am hoping the city will consider changing this light. It is very bright, it is on all night long and the light radiates around the area, not just under the light.

It adds light pollution that inhibits our ability to enjoy the stars at our house and several of the neighbors and is not a climate friendly use of energy (to have the light on all night long when it's not needed). Is there a way to modify the light so it only turns on when someone is nearby or at least turn it on only for a few hours each evening and/or to modify it so it has a narrower band of light that is emitted?

Please consider this.

Thank you.

Tess O'Sullivan
104 Badger Ln, Ketchum, ID 83340.

On Fri, Nov 4, 2022 at 11:59 AM City of Ketchum <participate@ketchumidaho.org> wrote:

Robin Hagenau

P O Box 6088, Ketchum, Idaho, 83340

9/23/2022

To the Warm Springs Preserve Planning committee and City planners-

Regarding the plans for water usage for Warm Spring Preserve. Having been active in the attempt to control knapweed in Blaine County and the National Forest, I have learned that there is only one effective way to control knapweed in an area in which it has had years of neglect and where toxic chemical application is not an option (dry areas of the Preserve). Note that the mowing has only produced shorter plants which still go to seed later in the season. Mowing possibly produces a false sense of control because the short plants are less visible.

There is a path to control. Please consider that after a limited number of years of INCREASED irrigated land in the currently dry areas, knapweed would be effectively eliminated, or reduced to a problem that might be controlled by June work parties. After those few years, the irrigation of the restored natural area could be finally curtailed.

The seasonal meander in the natural area will not, as some planners seem to believe, control the knapweed. Evidence of this is in the spring-wet and summer-dry areas of the Bigwood River. Ask any fishing guide!

The expense and water that temporary irrigation would require should pay off very effectively in a few years.

Observation would suggest that this plan would also control most other noxious dry land weeds until the land could go naturally dry successfully.

Thank you for your serious attention and further research of this idea.

Robin Hagenau

robinsunvalley@gmail.com

209-720-7707

Lisa Enourato

From: Sarah Frassa Thueson <sarah@colearchitects.com>
Sent: Monday, November 14, 2022 10:13 AM
To: Bill McLaughlin; Neil Bradshaw; Courtney Hamilton; Amanda Breen; Michael David; Jim Slanetz
Cc: Participate; Matt Huffield; dpotts@dppmllc.com; Qurnain Rao; John Brown; johnsanders@coreconstruction.com
Subject: Firehouse Silver Award Winner - Ketchum Fire Station
Attachments: 2022 SDA Press Release 11.11.22.pdf

Dear City of Ketchum and Ketchum Fire Department,

We are excited to announce that Ketchum Fire Station 1 has received the **Silver Award for Career 1 Station** for the **Firehouse 2022 National Station Design Awards**. Congratulations! This is a very prestigious national award.

Firehouse shared with us that “this year had some of the toughest judges--especially the three new architects--but Ketchum was definitely their Silver choice.” Attached is the press release with more information.

You’ve received a plaque for this award, and it was mailed to the Fire Station. You should have received it last week.

If you’d like to announce this on social media or other distribution channels, I am happy to help with content. Please let me know.

Thanks, and congratulations again!

Sarah Thueson | Marketing Director
o 208.345.1800 d 208.609.6231

COLE/ARCHITECTS | [Boise ID](#) | [Bend OR](#) | [Gilbert AZ](#)



Contact: Janet.Wilmoth@firehouse.com
Janet@Firehouse.com - (630) 258-0278

Firehouse Announces 2022 National Station Design Award Winners

Fort Atkinson, WI, November 15, 2022—*Firehouse Magazine* announced the winners of its ninth annual Station Design Awards program, which recognizes outstanding architecture and design from fire departments and emergency facilities nationwide.

Gold, Silver and Bronze awards were issued across seven categories of facilities in this prestigious competition: Career 1 and 2, Satellite, Volunteer/Combination, Shared, Public Safety Training, and Renovation. All 61 participating entries will be published in the November issue of *Firehouse Magazine* and online at Firehouse.com/Stations.

Peter Matthews, Firehouse editor-in-chief said, “This is the ninth year of the awards, and we are excited to see the advances in fire station designs. It’s wonderful to see the coordination between fire departments and architectural firms to design stations with a focus on keeping firefighters trained and healthy to better serve their communities. As fire departments become true all-hazard response agencies, their training and equipment needs grow, and the new facilities offer improved opportunities for firefighters to hone their skills.”

According to Janet Wilmoth, special projects director to Firehouse, most of the entries this year included the Hot Zone design concept within stations and increased natural lighting in the living areas and fitness rooms. “The focus on firefighter health has significantly improved in the past seven years,” said Wilmoth. “Every entry this year is a winner for its improvement in health and safety for personnel and the service they provide their community.”

Winners were selected by a panel of seven judges, including fire chiefs and architects experienced in recent design and construction.

The 2022 Station Design Award winners are as follows:

Special Design Award--Charleston Fire Department Station 11, Charleston, SC
Architect: Liollo Architecture, Charleston, SC

Career I Fire Station Award Winners (stations 15,000 square feet and larger)

Gold Award—Burnsville Fire Station No. 1
Architect: CNH Architects, Apple Valley, MN

Silver Award—Ketchum Fire Station 1, Ketchum, ID

Architect: Cole Architects, Boise, ID and TCA Architecture + Planning, Seattle, WA

Bronze Award – DeLand Fire Station 81, DeLand, FL

Architect: SchenkelShultz Architecture, Orlando, FL

Career II Fire Station Award Winners (stations less than 15,000 square feet)

Gold Award—New Braunfels Fire Station No. 3, New Braunfels, TX

Architect: Brown Reynolds Watford Architects Inc., College Station, TX

Silver Award – Madera Fire Station No. 58, Madera, CA

Architect: RRM Design Group, San Luis Obispo, CA

Bronze Award – City of Dallas Fire Station No. 48, Dallas, TX

Architect: GSR Andrade Architects, Dallas, TX

Bronze Award –Longboat Key Fire Station #92, Longboat Key, FL

Architect—Sweet Sparkman Architecture and Interiors, Sarasota, FL

Satellite Fire Station Award Winners

Gold Award – Kirkland Fire Department Station 24, Kirkland, WA

Architect: TCA Architecture + Planning, Seattle, WA

Silver Award – City of Kannapolis Fire Station 2 & 3, Kannapolis, NC

Architect: Stewart-Cooper-Newell Architects, PA, Gastonia, NC

Bronze Award – West Chester Township Fire Station 73, West Chester Township, OH

Architect: emersion DESIGN, Cincinnati, OH

Shared Facilities Award Winners

Gold Award—Lawton Public Safety Center, Lawton, OK

Architect: Dewberry, Tulsa, OK

Silver Award—Clive Public Safety, Clive, IA

Architect: SVPA Architects, Inc., West Des Moines, IA

Bronze Award –Fire Station #10 + Logistics Support Center, Chesapeake, VA

Architect—RRMM Architects, PC, Chesapeake, VA

Station Renovation Award Winner

Bronze Award—Colorado Springs Fire Station #1 Remodel, Colorado Springs, CO

Architect: HB&A, LLC, Colorado Springs, CO

Training Facilities Award Winner

Gold Award—Tri-City Public Safety Simulated Scenario Village, Parma Heights, OH

Architect—DS Architecture in collaboration with Legat Architects, Cleveland, OH

Volunteer/Combination Fire Station Award Winners

Gold Award—City of Fairfax Department Station 33, Fairfax, VA

Architect: - FGM Architects, Reston, VA

Silver Award—Waterford Fire Station, Village of Waterford, NY

Architect: H2M architects + engineers, Troy, NY

Bronze Award—Prince Frederick Volunteer Fire Department – Station 2, Prince Frederick, MD

Architect: Bignell Watkins Hasser Architects, PC, Annapolis, MD

About Firehouse

Firehouse is the leading fire and emergency services brand, reaching more than 1.5 million visitors and subscribers monthly and thousands of attendees annually via its live events and media portfolio. The Firehouse brand encompasses *Firehouse Magazine*, Firehouse.com, Firehouse Expo, Firehouse Station Design Conference, Station Design Awards, and many print and digital products targeting fire and emergency services personnel. Utilizing its multiple platforms and unparalleled reach, Firehouse sets itself apart from the competition by fostering a culture that encourages innovation and the use of the latest digital and database technologies to best serve its audience and companies serving the marketplace.

Firehouse/Endeavor Business Media
1233 Janesville Ave., Fort Atkinson, WI 53538

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Monday, November 21, 2022 3:23 AM
To: Neil Bradshaw; Jim Slanetz; Michael David; Amanda Breen; Courtney Hamilton; Participate; Jade Riley; Suzanne Frick
Cc: Matthew A. Johnson
Subject: Re: sustainability
Attachments: covid Killing Fields Oct 31 2022.pdf

Ketchum City Council Meeting
Nov 21, 2022

Public Comment Agenda item 18 –

Opposition to Blaine County Sustainability Program and the “Clean Energy Modeling & Feasibility Analysis

“In all ways sustainable, always... With heated pavers on.”
[Reprinted with permission, *Le covid Fantastique* (2020)]

1

In Blaine County and especially its rarified elitist upper reaches, the very notion of sustainability is horse-laughable nonsense. By every measure this is the most unsustainable place in all Idaho, eg, energy guzzling massive homes, vacant - if not all America, and implementation of anything like this climate change “Clean Energy Plan” would make it far worse.

2

The storyline of the climate a-genders goes, ‘We are running out of oil and gas plus carbon fuels have ruined our otherwise beautiful environment, triggering a permanent change in climate that ruins the planet and all life in short order.’ The solution they say is that we can and must aggressively switch to “renewable energy” sources, forever clean and green to the rescue. Wind, solar, geothermal, and others that make up about 10% of total energy sources today will boot oil and gas aside, in short order. And electric cars, right? By any measure, “renewables” are the racketeers' delight, far more expensive and environmentally ravaging than carbon-based. and oil and gas consumption will continue as essential to the mining, manufacturing, and operation of renewable systems – and PS, Big Oil is also the big money behind Big Renewable.

3

Every “climate fact”, statistic and goal stated in this ‘Clean Energy Plan’ is wildly false and misleading, as if pulled out of some junior college climate change class template . Is there a chance

for those in the public here who have dedicated themselves for many years to climate and environmental responsibility to converse with those behind this Plan?

4

Ketchum and other Councils in the valley have been asked many times going back several years to address the most blatant and serious causes of health and climate deterioration, specifically -

A

Round up the Roundup, the brutal glyphosate poisoning of man beast and all of nature. . Blaine County is a veritable toxic dump with the highest loads of pesticides and chemical fertilizers anywhere in Idaho. A community wide voluntary effort could easily attack this low-fruit, critically important item. The response of the authorities: again, dead silence.

B

Stop 5G Fast - At the start of covid, this council locked down the citizenry, trapping them inside their homes, choking out and poisoning their every breath, and pushing the filthy needle, while it gave emergency “Essential” treatment to the telecoms to continue with their installation of sophisticated military geo-engineering technologies now in place ringing this valley, 5G fully installed countrywide by 2023, no escape anywhere. Ready? Where are the sustainability twerps on this one? You got it, in the filthy coward corner, covering up the Good Beating beaming from the Towers, with wormy, morally leprous, and legally bankrupt excuses why they can’t stand up and ask questions and try to protect.

C

Put That Needle Down – Many members of the public saw the Day of the Injectors coming long before all things covid arrived on the scene (or so they said). With covid “health measures” dictated to them from on high, the councilors in this valley led the push to victimize especially our most vulnerable, our youth, workers and people of color, all masked, choked out and poisoned and finally twisted into agreeing to Just Say Yes to the filthy needle. And now so many of the victims, who were led to believe it was the right thing to do, are desperately regretful, as more and more people of all ages, of all body types, of all dispositions are going down hard. It is time for state and local authorities to act – see the attached SHUTDOWN THE VACCINE KILLING FIELDS dated Nov 8 2022 sent to Governor Little. Is there a more important item for sustainability of climate and of life than to first and foremost come to the aid? Back down from the ScamPlan and attend to the bloodbath and butchered.

D

Strip Search the Elephant in the Sky - These same nattering climate sophisticates wholeheartedly and heatedly deny the existence of other contributors to our abounding environmental wreckage, shouting out with special zeal, “Chemtrails Are Not A Thing!”. Oh, baby . . . A nation looking down on the handhelds and never again up to see and ask respectfully, What the hell is that they keep spraying up there? . . . Call it Ice Crystals forever. Or is it just modern snowmaking? Reality is that sophisticated 5G-assisted weather modification and control systems are in place here now and worldwide that include aerial spraying of populations everywhere with chemical and EMF contaminants that are wreaking lethal havoc on man and all of nature as the most devastating

contributor to climate deterioration. The universal reply of our mayors and councilors and The Blaine Pretender everywhere? Ad hominem attacks on the “conspiracy theorists”, the modern day N word - Visible Reality Denied.

5

This Plan is but another example of big government being foolishly installed in a small town, with limp-minded, pompously pointless platitudes like “Stay Sunny” that should read “Stay Phony”.

6

PS - How about the climate change workshop coming here next June? The UN agenda phonies, 2030 and what not, all shot up and pontificating, heavyweight art history majors posing as new-age speedy scientists to the rescue. Can’t wait for that SShow.

7

Lastly, it would be ‘climate sustainable’ for this city and county to use existing housing resources to address the problem of affordable housing, specifically, to ban all short-term rentals in all residential zones. Stunningly pointless, over-the-top projects like Bluebird that were illegally approved in secret council meetings during the peak era of covidScam need but one good Wrecking Ball.

Please dump this phony ‘Clean Energy Plan’ and cut back the bloated city payroll and budget accordingly.

Thank you.

Attachment

El dom, 20 nov 2022 a las 23:53, James Hungelmann (<jim.hungelmann@gmail.com>) escribió:
Tricknology

El domingo, 20 de noviembre de 2022, Ananda Kriya <akashasv123@gmail.com> escribió:
should read: technocracy instead of technology

On Sun, Nov 20, 2022 at 10:31 PM Ananda Kriya <akashasv123@gmail.com> wrote:

More virtue ploys, distractions to obviate addressing the scamology of covid plus a disingenuous attempt to implement smart-city technology; someone else's agendas not born of our own community's creativity; why is carbon bad? Inappropriate and toxic busy work; designs to further sucking off the artemis teats of state.

On Sun, Nov 20, 2022 at 9:40 PM James Hungelmann <jim.hungelmann@gmail.com> wrote:
on tomorrow's ketchum city council agenda,last item,
what we are spending our money on, total bs fantasy

El dom, 20 nov 2022 a las 21:21, ed flory (<coachflory@hotmail.com>) escribió:
What is this nonsense ? 🙄

Sent from my iPhone

On Nov 20, 2022, at 9:10 PM, James Hungelmann <jim.hungelmann@gmail.com> wrote:

crook of shit

<https://mccmeetingspublic.blob.core.usgovcloudapi.net/ketchid-meet-f76a31c540954f2c98fe5292afe3a131/ITEM-Attachment-001-ac46f89f39f14b60ba8faa210252c5bd.pdf>

October 31, 2022

Mr. Brad Little
Governor
State of Idaho

Re: *Emergency Request*: Shutdown the Vaccine Killing Fields

Dear Governor Little:

As a senior member of the Idaho Bar and longtime resident of the state, I urge you to immediately suspend all covid-19 “vaccination”; to come to the aid of those many Idahoans being sickened, crippled, and killed; and to launch investigations into wrongdoing on the part of vaccine perpetrators and collaborators.

1

By now it is clear that the casualties of covid vaccines in Idaho and across America are exploding and are being hidden by active collusion between the makers, “the authorities” including yourself as Idaho’s chief executive, and a cowardly complicit Idaho press.

The victim class is immense. People of all ages, body types, races and gender are going down hard, often exceptionally painfully, with heart attacks, massive blood clots, myocarditis and inflamed vascular systems, seizures, cancers, multiple organ failures, collapsed immune systems, mysterious diagnoses and new, rare disorders. How about Adult Sudden Death Syndrome – including for young, healthy athletes?

For each, the media reporting is the same – “Such a kind and wonderful person, will be hugely missed, we will never forget her.” And, “Cause of Death Unknown” – with no mention of the fact that “She was fully vaccinated.”

America doesn’t want to face the fearful possibility that what we have on our hands is a mass experimentation crime against humanity with lethal consequences, whereby a trusting public is wrongfully induced and coerced to submit to deadly injections by false representations of safety and efficacy and false authority of law; and perpetrated by government with full collaboration and complicity of the press who together are doing the bidding of a powerful pharma-medical cartel of racketeers whose every motivation is to keep America tricked, sick and subjugated.

2

You, sir, and the other many vaxScam perpetrators and collaborators in government and the press share one thing in common: You personally knew nothing of vaccines and have no idea what the short- and long-term health impacts of mass vaccination would be. And yet you have proceeded blindly down the road pushing toward universal injections, threatening the entire

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population with what many consider to be deadly force, while choking out and even threatening the many voices of reason who from the start of covid “vaccination” have warned of its dire consequences that are now erupting. The fear, sir, is that your “vaccine” will spell endgame, not for “the virus”, but of sanity, of health and even life and of any future for Idahoans free of deviant racketeers.

Whom did you and your fellow colluders trust? Those who have been represented to be experts have turned out also to be no-nothings, abject fraudsters, or both. In assessing credibility, one must look at the track record of the covid vaccine drug companies who prior to the “covid era” were found civilly and criminally responsible for deceptive practices connected with the sale of some of their leading drugs causing serious illness, crippling and many deaths. The pattern of illicit conduct has included hiding casualties, falsification of safety and efficacy, and bribing government officials. We certainly have had no reason now to trust our health and lives to such sketchy organizations.

As many forensic experts have maintained from the start, every component of the “covid narrative” is a great lie, completely lacking evidentiary support. All covid testing is flawed and reported incidence rates are completely phony. Further, all covid “health measures” especially masking and vaccination are the exact opposite of what a sane people should do, providing absolutely no protection but instead ruining health and gravely endangering life.

Many maintain that what is emerging today, in plain public view, is the shocking reality of covid-19 as the greatest criminal enterprise in the history of the United States, involving fraud, racketeering and mass human casualties, and effectuated in Idaho through wildly illegal and unconstitutional “emergency” orders from you as Governor and from your collaborating minions in the press and state and local government including the attorney general, mayors, city councilors, county commissioners, and school boards. [See for example, *Idaho covidScam – Law, Ethics, Sanity and Survival*.]

3

The predator-perpetrator class is many in number, and now stripped down for all to see . . . Warp Speed Trump, Biden, Fauci and Gates certainly head the list, together with their WHO and CDC lackeys, in bed with Big Pharma vaccine producers who are proving themselves once again to be dangerous drug merchants feasting on deceit, illness and death.

In recent months, you have sought to distance yourself from vaccine responsibility, blaming Biden for this and that, but it was you, sir, who let covidScam into Idaho in the first place, it was you who stood with sick grin and dripping needle enticing even the youngest of children, and even today you continue to hawk the filthy wares. It is clear now that your assigned role in vaxScam was to inject as many Idahoans with as many shots as possible before we might awake to the crimes and casualties, knowing full well that those most likely to fall victim to taking the jab would be those without the resources to suspect or detect deception or to appreciate the gravity of the threat to health and life. Just as was the case with mandated masking, the impact

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has been especially devastating on all children and the working class with its disproportionate racial minority makeup.

It was you, Governor, whom Idahoans trusted. No one will forget your infamous assurance to all Idahoans: “By rolling out the vaccine we will bring an end to covid-19 in Idaho”. Your contentions that the covid vaccine is safe and effective, that good health was “just a shot away”, and that universal vaccination is needed to protect lives and return life to normal, are great falsities. As is becoming increasingly clear from all pronouncements from the WHO and CDC who have no accountability or jurisdictional authority in Idaho and yet whose dictates you have imposed without hesitation on all Idahoans, there will be strain after new strain of covid and mutated variants, requiring new experimental vaccines after booster vaccines, each with partial coverage, not quite sufficient (so the story will go) to repair the disintegrating human organism muzzled/choked-out by masking and buckling under every jab.

Far from bringing the Idaho covid crisis to an end as you assured, upon which so many relied in surrendering their bodies to jab after jab, the “vaccine” appears but the next aggravation in state infringement on individual freedoms with calamitous health consequences, causing serious illness and early death for many. And yet the truth, Governor, is that you are still using every tool at your disposal, at great taxpayer expense, to force vaccination on all adults and children of all ages in Idaho, while ignoring and indifferent to the mounting misery in the vaccine Killing Fields across the state.

4

American constitutional law scholars hotly dispute the contention made by your administration, including Attorney General Wasden, that the US Supreme Court has ruled universal vaccination laws to be constitutional.

The public tends to view the United States Supreme Court as an institution of integrity, wisdom and truth, a rudder for society that serves as a check against constitutional infringements; such that a Supreme Court ruling validating compulsory vaccines must mean that submitting to injection is the right and safe thing to do and that there is no need for personal scrutiny before deciding to vaccinate oneself and one’s family. What a mistake.

In the 1905 case of *Jacobsen v. Massachusetts* claimed as your authority, the Supreme Court upheld the constitutionality of a local law requiring smallpox vaccination for all adults, where the only penalty for refusal to submit was a modest “deprivation of property” in the form of a monetary fine of \$5, equivalent to almost \$170 today. Importantly, the law in question did not require that anyone be forcibly vaccinated. Jacobsen was not threatened nor was he “deprived” in any way of life or liberty or any inalienable right. He never submitted to vaccination nor was he further asked to do so. He was not jailed, he was not denied gainful employment, the right to travel freely, nor access to public establishments.

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By contrast, any law imposing significant “deprivations” of “life or liberty” or of “inalienable rights”, such as the right to be free from government forced injections and from obstructions and poisoning of free breathing, requires the strictest of Due Process scrutiny and protections which were not required in *Jacobsen* because the deprivation there was constitutionally insignificant.

How many Idahoans succumbed to covid vaccination in reliance on asserted US Supreme Court “authority” that does not exist? And what kind of leadership would assert such false authority, knowing and intending that it would cause many Idahoans to believe in the falsity and make perhaps the biggest mistake of a lifetime?

5

In terms of coming to the aid, we must believe that it is not too late for vaccinated Idahoans, and we must dedicate our best resources to understand the nature of the illnesses being inflicted and to help the vaccine impaired recover good health.

A critically important lesson learned from covidScam is always to scrutinize closely and never again to rely exclusively on medical-pharma solutions to any health problem. The fundamentals of sound nutrition, sleep, movement, and breathing must always be of primary importance. Idahoans understand that our health, hope and future are tied to the great outdoors, the wrap of mother nature around us, the fresh air, the open spaces, the friendly people, the sports and recreation, and free dialogue, discourse and debate. In the assessment of illness and remedies in this era of covidScam, the natural approach to health has shamefully been completely ignored. Never again.

6

Benjamin Franklin insisted that “the first responsibility of every citizen is to question authority.” Now more than ever, at this most important time in our lives and the history of the Nation, his words must be heeded.

How is it possible that very few children in Idaho know anything about US constitutional protections of civil liberties that would cause them to question any mandates and messaging of masking and alleged “vaccinations”? What we must be insisting as the most Essential learning for all children is never to blindly accept and adapt to any narrative coming from any governmental entity or person. Students must be taught that nowhere in the USA does any governmental entity at any level have the right to call the shots and loosen and tighten restrictions on Inalienable Rights as it sees fit, like the right to breathe, gather and speak freely, or the right not to be coerced to inject suspiciously deadly drugs.

All students must understand that Due Process of Law is the most treasured inheritance from Mother England, of Magna Carta magnificence, the distinguishing cornerstone of individual liberties and democracy of the United States of America, and the one mechanism that protects us from dictatorship. They also must understand that due process is also the protection of sanity: It

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is the vehicle by which an entire people assures that they are never going to be captivated by or subjugated to a false narrative that involves them losing their liberties or life without any justification having been shown. In the USA, surely there is no more important learning for children – yet absent in Idaho education. Is it any wonder that so many Idahoans are insisting, Shut down all public schools now?

7

Lastly, Governor, there is nowhere to run, nowhere to hide. Idaho is on to you, as we are on to the weaselly press and all sycophant mayors, city councilors, county commissioners, and school board trustees, the whole rotten lot of you who could have stood up and protected the public but instead chose to oversee the tyranny of covidScam and the human rights butchery of its Measures, from choking out and poisoning every breath throughout two years of masking to injecting and injecting with noxious needle.

History warns us that when losses of loved ones mount, and the fraud and tyrannical ruination of lives and the rule of law are exposed, public rage can explode into reckless retaliation and breakdown of sanity and law and order. We must never allow this to happen, anywhere in America.

From your illegal *ad infinitum* extension of emergency powers for an entire two years past May 2020 to unconscionably coercing all Idahoans of all ages to Just Say Yes to repeated poisoned penetrations, you have shredded the rule of law like no Idahoan ever before you. To save yourself, and all of us, it is now your time to reverse course, to own up to the error of your ways, and to return to the Rule of Law in Idaho. In the view of many, this must include shutting down all vaccine activities in Idaho, freezing all assets of racketeering for judicial disposition, and again, coming to the aid of your vaccine damaged victims and their devastated families.

Idaho is done with All Things covid, which as it turns out, is the grandest of deceptions existing only in the minds of history's greatest of psychopaths and their desperate prey.

And so, Governor, we must insist: Put That Needle Down!

Breathe Free, Idaho, forever!

I hope you understand.

Sincerely,

James Hungelmann

Ketchum

Lisa Enourato

From: Courtney Hamilton
Sent: Monday, November 21, 2022 11:39 AM
To: Participate
Subject: FW: Conrad will explain to you what is going on in our schools and libraries and the grooming of children, if you are a parent or grandparent this is a must listen.

COURTNEY HAMILTON | CITY OF KETCHUM

City Council Member

P.O. Box 2315 | 191 5th Street West | Ketchum, ID 83340

mobile: 208.481.1211

chamilton@ketchumidaho.org | www.ketchumidaho.org

From: Juanita Young <belespritskin@gmail.com>
Sent: Sunday, November 13, 2022 3:39 PM
To: Jim Slanetz <jslanetz@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Neil Bradshaw <NBradshaw@ketchumidaho.org>
Subject: Conrad will explain to you what is going on in our schools and libraries and the grooming of children, if you are a parent or grandparent this is a must listen.



Protecting The Innocent - Conrad Woodall

November 14, Monday, 7-8pm (Mountain Time - Boise)

Many schools in Idaho are teaching curriculum that results in the unacceptable and controversial "grooming" of our children. Early instruction of sex and gender is not healthy for your child's development. Guided by fundamental concepts in the field of psychology, Conrad Woodall will explain in an easy to understand way, the dangers of child sex education and gender identity ideology poses to child safety, brain development, and parental rights.

ZOOM Meeting ID: 993 7780 3031
Passcode: 7J42rF

[Join our Cloud HD Video Meeting
ct.sendgrid.net](https://ct.sendgrid.net)

Juanita

Lisa Enourato

From: Courtney Hamilton
Sent: Monday, November 21, 2022 11:39 AM
To: Participate
Subject: FW: For your File
Attachments: Signed Tort Claim City of Ketchum.pdf

COURTNEY HAMILTON | CITY OF KETCHUM

City Council Member

P.O. Box 2315 | 191 5th Street West | Ketchum, ID 83340

mobile: 208.481.1211

chamilton@ketchumidaho.org | www.ketchumidaho.org

From: Mike Vowels <heymikeylikesit73@outlook.com>
Sent: Sunday, November 13, 2022 3:20 PM
To: Jim Slanetz <jslanetz@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>
Subject: For your File

Mike Vowels
425.765.7165

"There is no expiration date on what we are capable of"

https://www.youtube.com/watch?v=Eo-4_0oe0KA

<https://www.youtube.com/watch?v=blrBVXwV7tA>

Sent from [Mail](#) for Windows

NOTICE OF TORT CLAIM

Name: Michael R. Vowels
Address: 3341 Berrycreek Drive
City: State: Zip Code: Hailey, ID 83333
Telephone Number: 425.765.7165
Date of Incident: September 3, 2022
Location of Occurrence: Warfield Distillery & Brewery - Ketchum, ID
Injuries that Resulted: Violation of my ADA Rights under Title 3 of the Americans with Disabilities Act. Humiliation in Public and Defamation of Character.

I am making a claim against the City of Ketchum, ID with damages in the amount of at least \$1,000,000.00.

Description of What Happened:

Upon mid-day entry to the Warfield, I found the elevator, accessing the rooftop level, to be inoperable. Approximately one (1) year earlier, I found the Warfield elevator to be inoperable, so without incident, I had friends carry me in my wheelchair up a flight of stairs; as I was attending a Celebration of Life on the rooftop level, again, without incident.

This 2nd ever visit to the Warfield was quite different. I was told by a staff member, that I could not use the stairs for my access, either by support from the Warfield staff or by my friends; ACCESS DENIED. One (1) staff point-person was openly letting me know, that I was an unwelcomed inconvenience to his day.

Having been denied access to the rooftop level, a polite staff member directed me to a ground-level, bar and eating area. As soon as I reached for the sliding-door handle for entry, in an instant, a male 'wedged' himself between me and the door, physically, contacting my body. In response, I instinctively, defensively, and purposefully, brought my front wheelchair wheels down onto the man's toes, protecting my space and being. Again, I was DENIED ACCESS, and next I was told to leave, or the police would be called. I chose to stay and wait for the police.

The Warfield 9/3/22 security camera footage, will support my narrative 100%.

The City of Ketchum, ID shares Liability for this occurrence due to their Fire Department failure to maintain operational certification of the Warfield elevator, through scheduled inspections and/or administering legal fines to the Warfield, for non-compliance.

I hereby certify that I have read the above information and it is true and correct to the best of my knowledge.

Signature: 

Date: 11-10-22

Lisa Enourato

From: Yahoo! <boylehp@yahoo.com>
Sent: Monday, November 21, 2022 12:17 PM
To: Participate
Subject: Public Comment City Council Meeting 11/21 Item 18 Sustainability Report

To the City Council,

It is great that the County, largely funded by the City of Ketchum, is working to reduce GHG emissions. However, this report presented to you has several issues that bear more thought.

It does not include GHG from the airport, and includes no strategies for trying to mitigate that significant source of GHG.

Tourism is one of the dirtiest industries from a carbon generation standard. Yet our economy is built on that. Focusing on strategies that impact the people who live in the community while ignoring the carbon impact of visitors to the community seems to miss a key element of the over impact of our county on GHG emissions.

The report also has no GHG analysis of the agricultural activities within Blaine County.

But the biggest lack is that there is no cost-benefit analysis to help prioritize potential actions. The ROI/Impact chart seems conceptual rather than analytical. As a matter of common sense, is pushing people to EVs really the best strategy compared to sourcing electricity from renewable resources?

Clearly more work remains to be done.

Perry Boyle
Ketchum



CITY OF KETCHUM
MEETING MINUTES OF THE CITY COUNCIL
Monday, November 7, 2022

CALL TO ORDER: *(00:00:22 in video)*

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

Roll Call:

Mayor Neil Bradshaw
Michael David (via teleconference)
Jim Slanetz
Amanda Breen
Courtney Hamilton – Absent

Also Present:

Jade Riley - City Administrator
Trent Donat – City Clerk & Business Manager
Lisa Enourato – Public Affairs & Administrative Services Manager
Gio Tognoni – Director of Utilities
Carissa Connelly – Housing Strategist

COMMUNICATIONS FROM MAYOR AND COUNCILORS: *(00:00:54 in video)*

Amanda Breen commented on post office box fees, and an incident with a current Ketchum business owner.

Mayor Neil Bradshaw made reminders about snow clearing text, Warm Springs Preserve Open Houses, City Hall Closure for Veterans Day, lastly Joint P & Z meeting on November 14.

CONSENT AGENDA: *(00:04:10 in video)*

Motion to approve consent agenda Items 2 – 21

Motion made by: Michael David; Seconded by Jim Slanetz

Ayes: Amanda Breen, Michael David, Jim Slanetz

Nayes: None

PUBLIC HEARING *(00:04:55 in video)*

22. Recommendation to approve Resolution 22-035 amending multi-living-unit water-rate methodology Presented by City Administrator Jade Riley. Joined by Gio Tognoni.

No Public Comment

Public Hearing Closed *(00:07:03 in video)*

DISCUSSION AND COMMENTS BY COUNCIL: *(00:07:23 in video)*

22. Jim Slanetz asked for an example of proposed billing for multi-family units.

Gio Tognoni responded with specific examples and explained how the water rate methodology would work.

Mayor Neil Bradshaw joined the discussion

Motion to approve Resolution 22-035 *(00:16:40 in video)*

Motion made by: Amanda Breen; Seconded by Jim Slanetz

Ayes: Michael David, Jim Slanetz, Amanda Breen

Nays: None

NEW BUSINESS: *(00:16:59 in video)*

23. Housing Update – Housing Strategist Carissa Connelly

Council members commented and discussed

EXECUTIVE SESSION

Motion to move to executive session *(00:51:30 in video)*

24. Pursuant to Idaho Code §74-206(1) (a)(b) for evaluation of personnel

Motion made by: Amanda Breen; Seconded by Jim Slanetz

Ayes: Michael David, Jim Slanetz, Amanda Breen

Nays: None

ADJOURNMENT:

Motion to adjourn at 5:20 p.m.

Motion made by Jim Slanetz; Seconded by Amanda Breen

Ayes: Michael David, Amanda Breen, Jim Slanetz.

Nays: None

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk



City of Ketchum

October 21, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Receive and File Treasurer's Monthly Financial Reports

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

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

Introduction and History

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

Idaho State Statute 50-1011 establishes an additional requirement for a quarterly financial report "indicating salaries, capital outlay and a percentage comparison to the original appropriation." Such quarterly reports require publication on the City website within 30 days of the end of the quarter pursuant to 50-208. Finally, 50-708 creates the requirement that "at least once in each quarter of each year, the council shall examine by review of a quarterly treasurer's report included upon the city council agenda the accounts and doings subject to management by the chief financial officer of the city."

Analysis

Pursuant to the above statutory requirements, enclosed for Council review are the monthly and quarterly financial reports showing the financial condition of the City as of December 31, 2021. These reports, along with complete financial statements, are available on the City's website.

Sustainability

There is to sustainability impact to this reporting.

Financial Impact

There is no financial impact to this reporting.

Attachments

- Attachment A: Monthly Financial Report

FY 2023

Monthly Financial Reports

As of October 31, 2022



This packet is divided into three sections: (1) General Fund (2) Original LOT (3) In-Lieu Housing (4) City/County Housing Fund (5) Enterprise Funds.

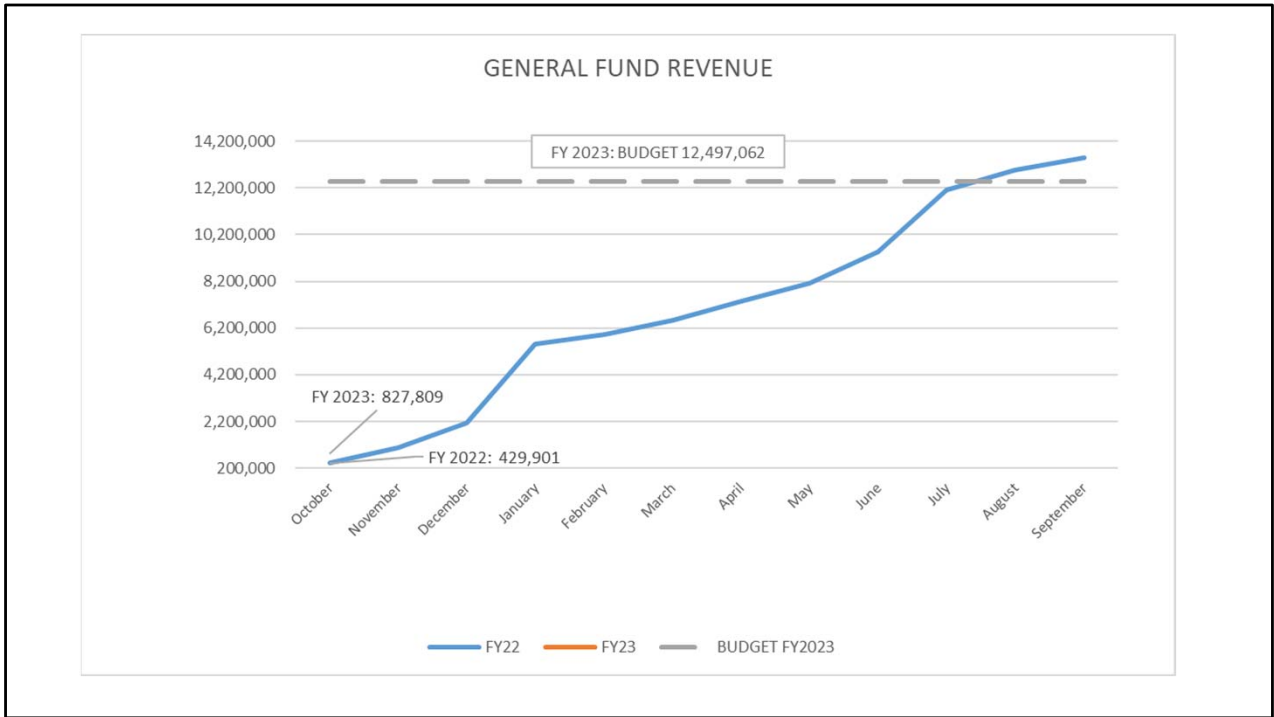
Slides includes information on current progress relative to the prior year and the current budget.

Summary

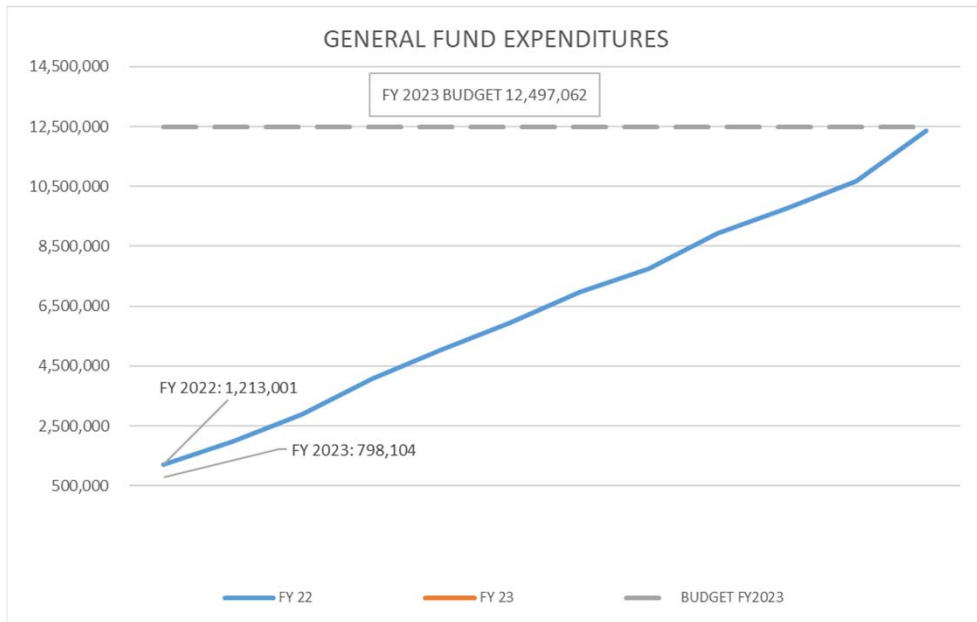
GENERAL FUND					
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	12,497,062			
	Year to Date (YTD)	827,809	6.6%	11,669,253	93.4%
2.	EXPENDITURES				
	Approved Budget	12,497,062			
	Year to Date (YTD)	798,104	6.4%	11,698,958	93.6%
3.	Net Position	29,705			
4.	Fund Balance Carry Over FY22	1,492,943	<i>*not audited</i>		
	17% assigned by Council	2,124,501			

LOCAL OPTION TAX					
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	2,846,469			
	Year to Date (YTD)	336,952	12%	2,509,517	88%
2.	EXPENDITURES				
	Approved Budget	2,846,469			
	Year to Date (YTD)	282,816	10%	2,563,653	90%
3.	Net Position	54,136			
4.	Fund Balance Carry Over	731,809	<i>*not audited</i>		

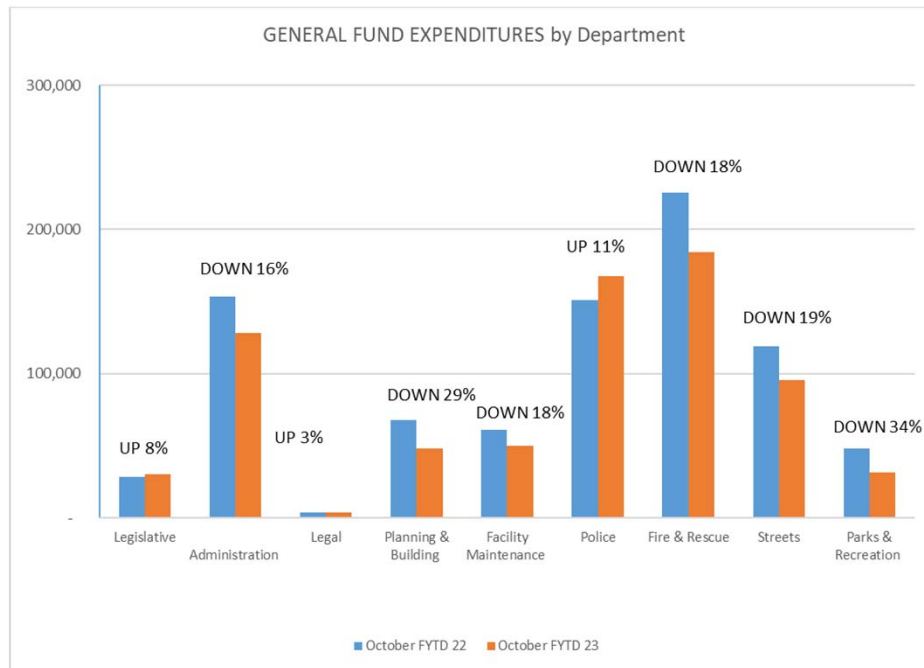
General Fund



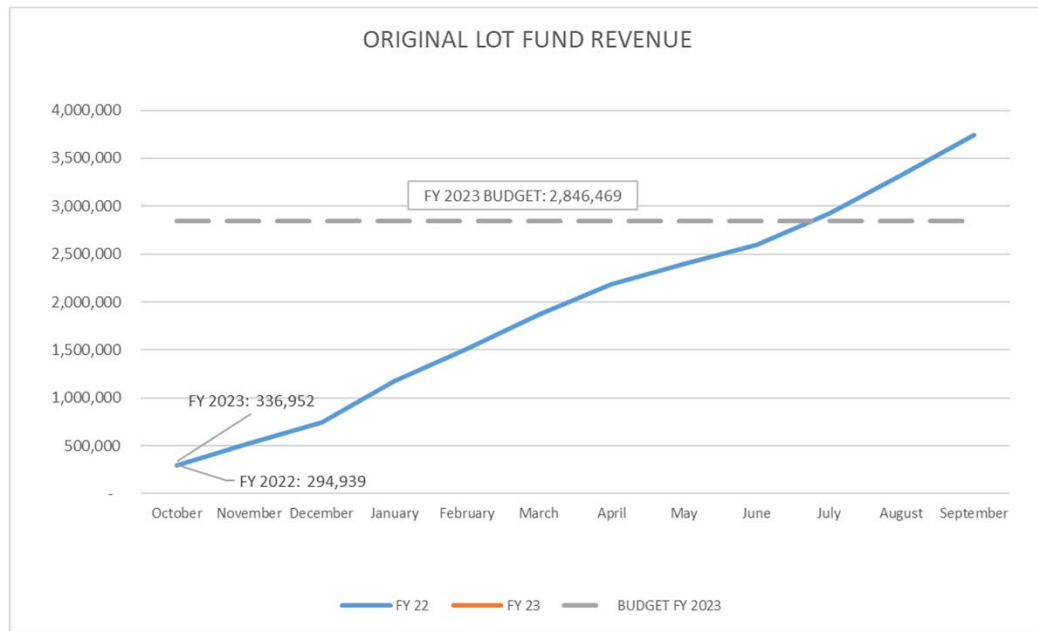
The General Fund revenues are up approximately \$397,908 (92%) compared to FY2022. The increase is largely due to the timing of the Idaho State Shared Revenue payment, we received those funds in November last year. An increase in the LOT transfer for emergency services.



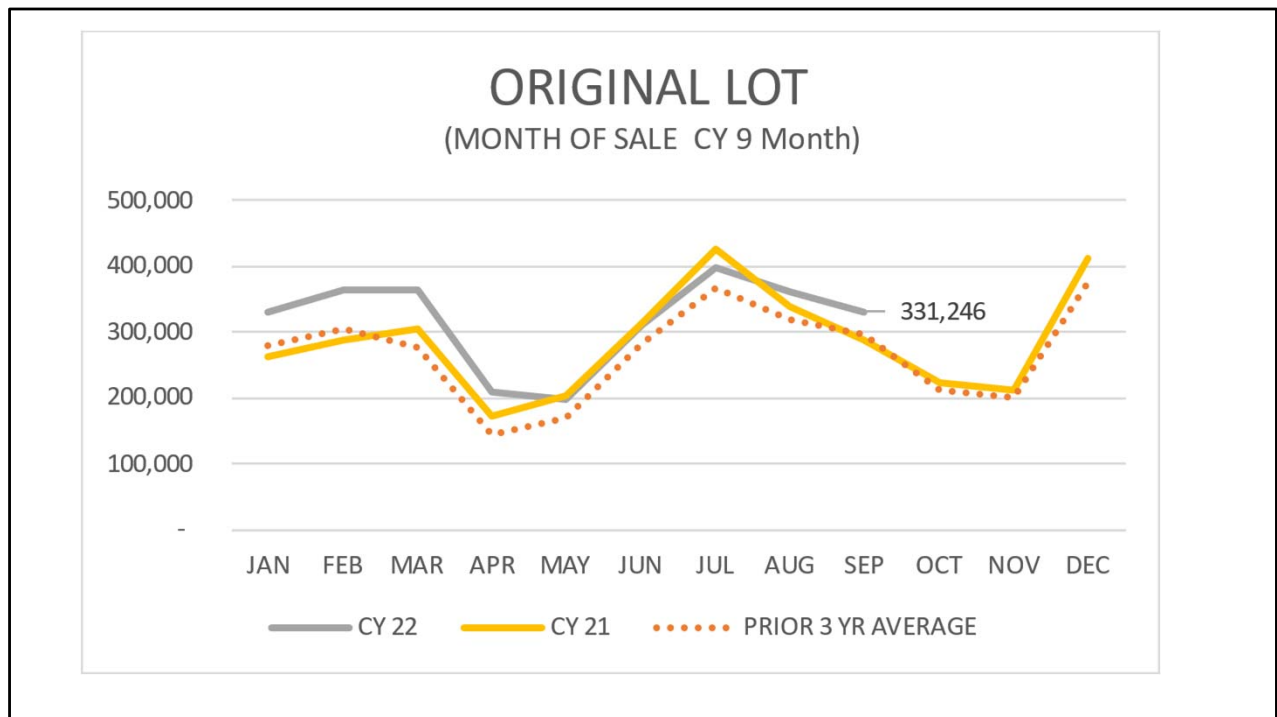
The General Fund expenditures are down \$414,897 (34%) FYTD. The decrease is largely due to salaries, last fiscal year we had three payrolls in October and two this fiscal year.



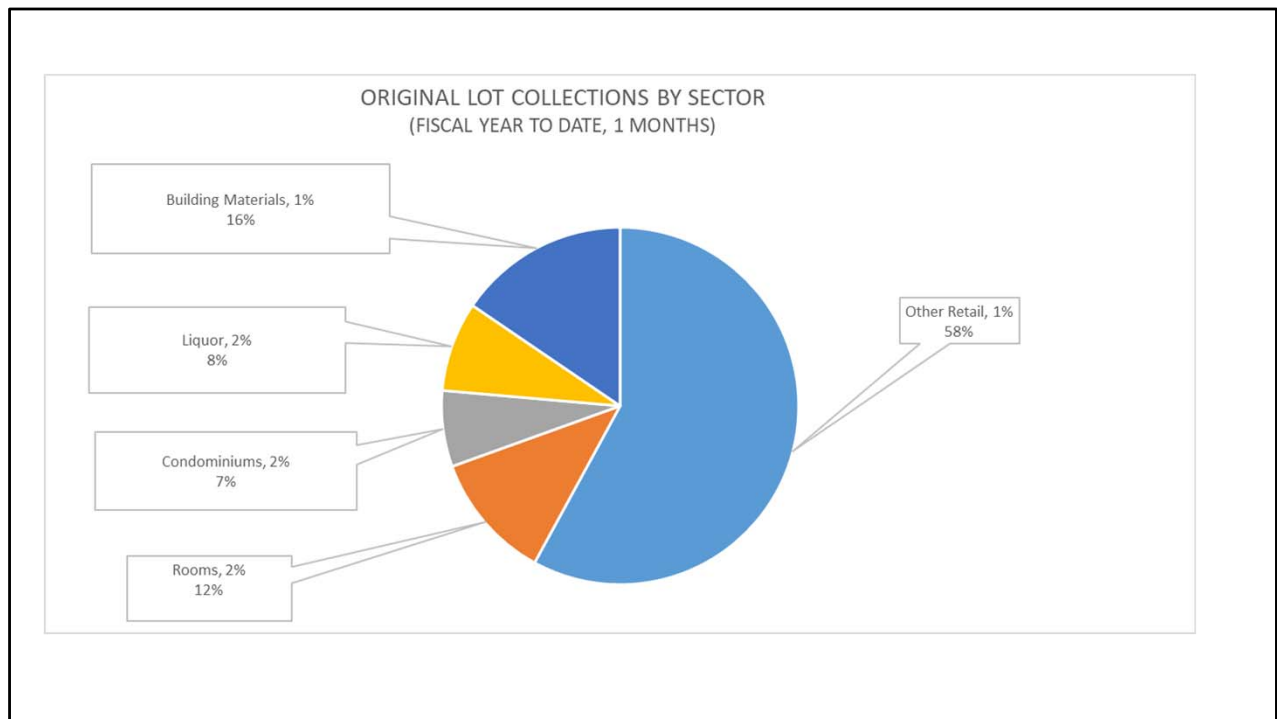
LOT Analysis



Revenue to the Original LOT Fund is up approximately \$42,012 (14%) FYTD. Increase in retail, rooms and building categories.

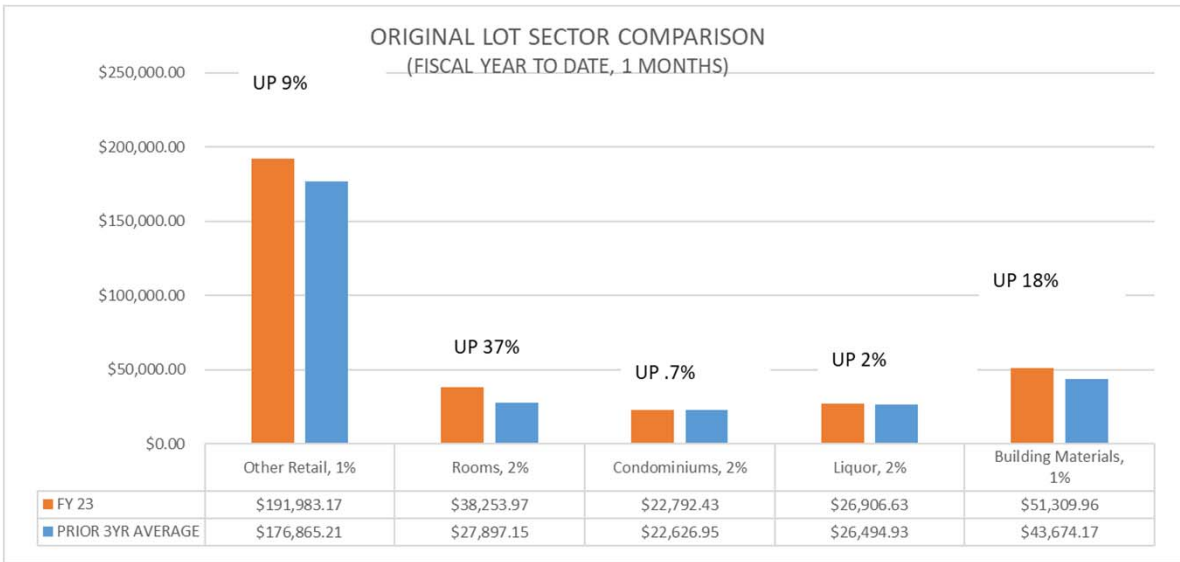


Original LOT for October month of sale are up approximately 12.7% compared to last year and up approximately 11% compared to the prior three-year average.



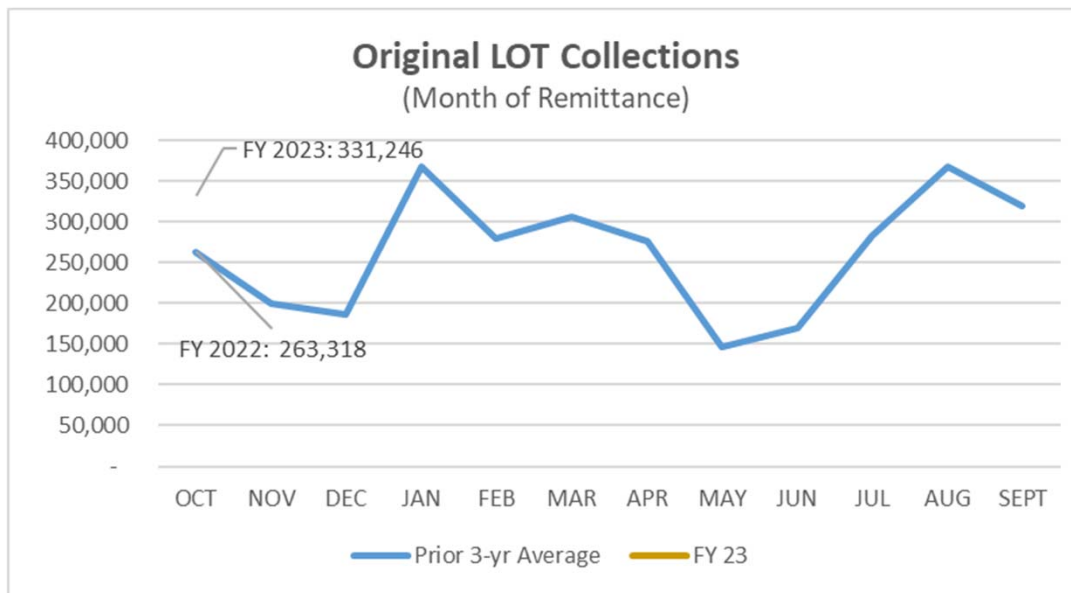
To date in FY 2023 (1 month), Original LOT collections have been generated by each sector as follows:

1. Retail has generated 58% of the total.
2. Building Materials have generated 16%.
3. Liquor has generated 8%.
4. Rooms have generated 12%.
5. Condominiums have generated 7%.



Through the first month of FY 2023, collections compared to the prior three-year average are as follows:

1. Retail is up 9%.
2. Rooms are up 37%.
3. Condominiums are up .7%
4. Liquor is up 2%.
5. Building Materials are up 18%.



Revenues from Original LOT covered sales are up approximately 25.8% compared to the average of the prior three years.

In-Lieu Housing Fund

IN-LIEU HOUSING						
1.	REVENUES		Year to Date	%	Remaining	%
	Approved Budget		305,000			
	Year to Date (YTD)		4,082	1.3%	300,918	98.7%
2.	EXPENDITURES					
	Approved Budget		305,000			
	Year to Date (YTD)		-	0.0%	305,000	100.0%
3.	Net Position		4,082			
4.	Fund Balance Carry Over		2,366,255	*not audited		
	FY 2022 Budgeted for projects		2,500,000			
	FY 2023 Blue Bird Additional Funding		800,000			
			3,300,000			

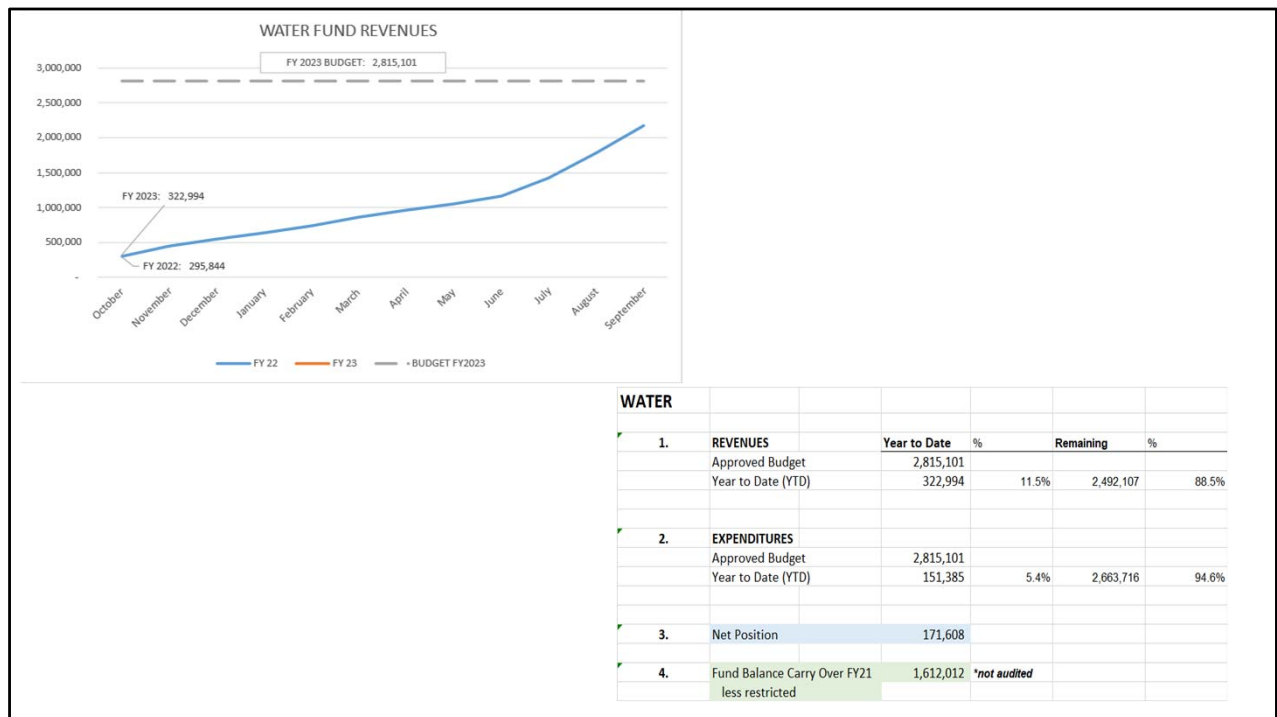
City/County Housing Fund

#20701 Agnew & Beck	92,200	
#22052 Sullivan & Reberger	25,000	
#22038 Carissa Connelly	95,000	
#22038 Carissa Connelly extention	38,000	400 hrs @95
#22071 Canyon Excavation	18,535	Lifttower Lodge
#22121 Rian Rooney	30,000	
Communication to the public May election	15,000	
Total PO/Contracts	313,735	

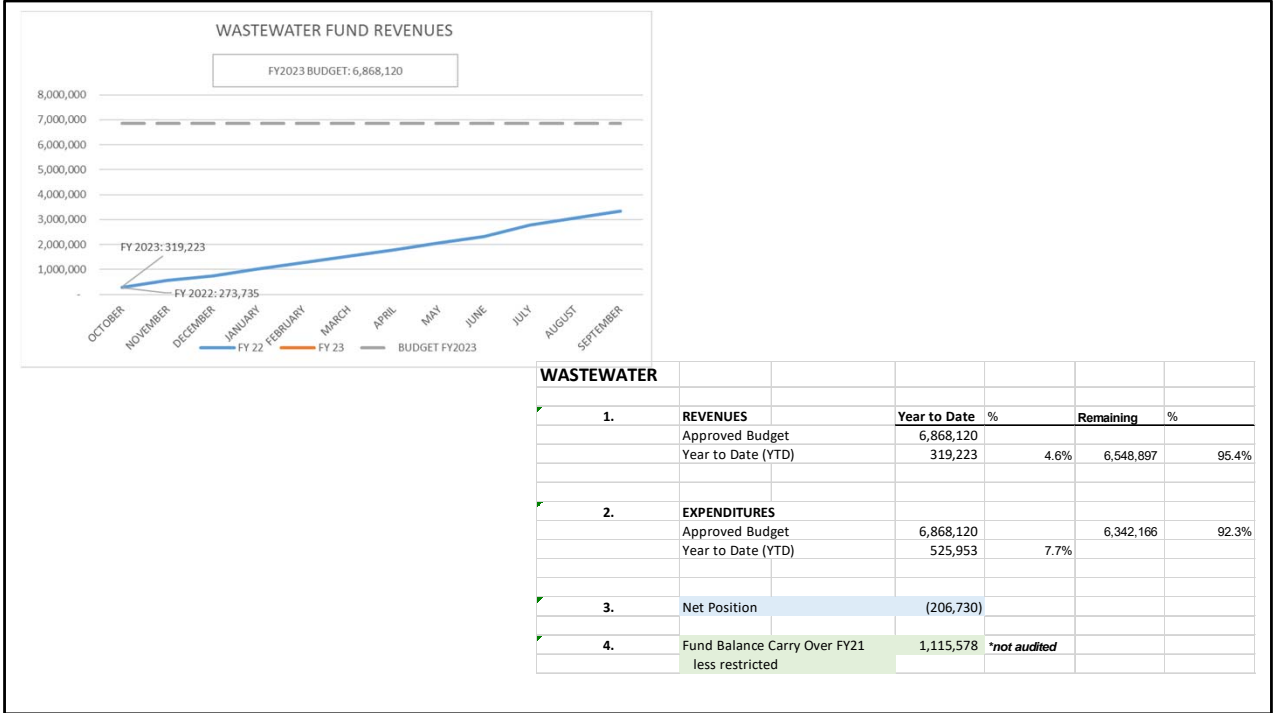
City/County Housing Fund

1.	REVENUES	Year to Date	%	Remaining	%		
	Approved Budget	848,349					
	Year to Date (YTD)	22,196	2.6%	826,153	97.4%		
2.	EXPENDITURES						
	Approved Budget	848,349					
	Year to Date (YTD)	1,878	0.2%	846,471	99.8%		
3.	Net Position	20,317					
4.	Fund Balance Carry Over	551,194	*not audited				

Enterprise Funds



The Water Fund revenues are up \$27,150 (9%) FYTD.



The Wastewater Fund revenues are up \$45,488 (16%) FYTD.

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Voided = No,Yes
Bank.Bank number = 1

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GENERAL FUND				
LEGISLATIVE & EXECUTIVE				
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	877830	FSA & HRA Plan Administration Fees OCTOBER 2022	22.95	
Total LEGISLATIVE & EXECUTIVE:			22.95	
ADMINISTRATIVE SERVICES				
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	877830	FSA & HRA Plan Administration Fees OCTOBER 2022	48.75	
01-4150-3100 OFFICE SUPPLIES & POSTAGE				
ASSOCIATED BUSINESS FORMS,	4541	#10 Window Envelopes	385.82	
BUSINESS AS USUAL INC.	160129	ENVELOPES	32.15	
GEM STATE PAPER & SUPPLY	1083907-01	COFFEE, HAND SOAP	154.14	
PITNEY BOWES - RESERVE ACC	1021861878	E-Z SEAL PINT BOTTLES	67.99	
GLOBAL INDUSTRIAL	119770910	REPLACEMENT WATER FILTER	65.03	
01-4150-4200 PROFESSIONAL SERVICES				
KETCHUM COMPUTERS, INC.	19234	ADMIN	4,438.50	
PLATT ELECTRIC SUPPLY	3K10395	WHITE LATCHFT, SUFACE BOX WHT	38.45	
BACKGROUND INVESTATION B	INV-11645	StND-P04	81.35	
S & C ASSOCIATES LLC	2612-2626	2615	547.00	
S & C ASSOCIATES LLC	2612-2626	2617	59.00	
S & C ASSOCIATES LLC	2612-2626	2620	118.00	
S & C ASSOCIATES LLC	2612-2626	2618	59.00	
S & C ASSOCIATES LLC	2612-2626	2616	273.50	
WESTERN RECORDS DESTRUCT	0614244	SERVICE 10/01/22-10/31/22	113.00	
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH				
HAILEY & WOOD RIVER CHAMB	10836	GOVERNMENT 2023 ANNUAL DUES	290.00	
01-4150-5100 TELEPHONE & COMMUNICATIONS				
COX BUSINESS	0012401050589	0012401050589901 110622	173.39	
DELL FINANCIAL SERVICES	2269692	LEASE RENEWAL	70.34	
LUMEN	612980773	74754376 102422	.15	
01-4150-5110 COMPUTER NETWORK				
CDW GOVERNMENT, INC.	DD46960	ADO GOV CCALL L1 MOS-04	364.51	
CDW GOVERNMENT, INC.	DR29586	MS GSA WINRMT DT SVC CAL 2022 UCAL	505.35	
CDW GOVERNMENT, INC.	DW47110	COMBO MOUSE	33.91	
CDW GOVERNMENT, INC.	DX94631	COMBO MOUSE CREDIT MEMO	33.91-	
KETCHUM COMPUTERS, INC.	19234	CITYWIDE	1,801.80	
DELL FINANCIAL SERVICES	2208249	001-8998447-005 LEASE RENEWAL	70.34	
DELL FINANCIAL SERVICES	2262338	PROPERTY TAX MGMT FEE	11.30	
DELL FINANCIAL SERVICES	81379390	001-8998447-006	11.30	
DELL FINANCIAL SERVICES	81393996	001-9009257-001 SEPT 22	1,465.97	
LEAF	13938952	100-6877711-001 NOV 22	784.18	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4150-5200 UTILITIES				
CITY OF KETCHUM	OCTOBER 202	360	56.39	
CITY OF KETCHUM	OCTOBER 202	208	401.05	
CITY OF KETCHUM	OCTOBER 202	772	66.88	
CITY OF KETCHUM	OCTOBER 202	9994	189.39	
01-4150-6500 CONTRACTS FOR SERVICES				
OPAL ENGINEERING, PLLC	174	SOUTH KETCHUM ITD IMPROVEMENTS	75.00	
01-4150-6510 COMPUTER SERVICES				
CASELLE, INC.	120672	Contract Support & Maintence 12/22	2,483.00	
Total ADMINISTRATIVE SERVICES:			15,302.02	
LEGAL				
01-4160-4270 CITY PROSECUTOR				
ALLINGTON, ESQ., FREDERICK	120292	Monthly Prosecutor Payment	3,883.33	
Total LEGAL:			3,883.33	
PLANNING & BUILDING				
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	877830	FSA & HRA Plan Administration Fees OCTOBER 2022	26.05	
01-4170-4200 PROFESSIONAL SERVICES				
KETCHUM COMPUTERS, INC.	19234	PLANNING & BUILDING	792.00	
S & C ASSOCIATES LLC	2612-2626	2613	236.00	
S & C ASSOCIATES LLC	2612-2626	2625	472.00	
S & C ASSOCIATES LLC	2612-2626	2614	118.00	
S & C ASSOCIATES LLC	2612-2626	2612	665.00	
S & C ASSOCIATES LLC	2612-2626	2624	118.00	
S & C ASSOCIATES LLC	2612-2626	2626	59.00	
S & C ASSOCIATES LLC	2612-2626	2623	236.00	
S & C ASSOCIATES LLC	2612-2626	2622	354.00	
01-4170-4500 GEOGRAPHIC INFO SYSTEMS				
BLAINE COUNTY (GIS)	409	INTERLOCAL GIS AGREEMENT	5,300.00	23008
Total PLANNING & BUILDING:			8,376.05	
NON-DEPARTMENTAL				
01-4193-9930 GENERAL FUND OP. CONTINGENCY				
YOURMEMBERSHIP.COM, INC	R58984141	RESUME PURCHASE AWWA CAREER CENTER	70.00	
Total NON-DEPARTMENTAL:			70.00	
FACILITY MAINTENANCE				
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	877830	FSA & HRA Plan Administration Fees OCTOBER 2022	24.38	
01-4194-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1006189	38950 103122	500.61	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4194-4200 PROFESSIONAL SERVICES				
IRISH ELECTRIC	11222	THREADLESS CONNECTORS, BELL BOX	1,192.00	
KETCHUM COMPUTERS, INC.	19234	FACILITY MAINT	231.00	
01-4194-4220 PROF SERV-CITY BEAUTIFICATION				
LILY & FERN, LLC	4741	Fall Cleanup- 10/11/22	403.65	
01-4194-5200 UTILITIES				
CITY OF KETCHUM	OCTOBER 202	560	18.30	
CITY OF KETCHUM	OCTOBER 202	1127	17.05	
CITY OF KETCHUM	OCTOBER 202	9995	43.65	
CITY OF KETCHUM	OCTOBER 202	532	61.40	
CITY OF KETCHUM	OCTOBER 202	536	155.95	
CITY OF KETCHUM	OCTOBER 202	9991	76.20	
CITY OF KETCHUM	OCTOBER 202	456	14.55	
CITY OF KETCHUM	OCTOBER 202	1245	41.85	
CITY OF KETCHUM	OCTOBER 202	9996	56.40	
CLEAR CREEK DISPOSAL	0001575083	SHEEP PARADE OCS	163.15	
CLEAR CREEK DISPOSAL	0001575084	1178 WARM SPRINGS RD/ SKATE PARK	237.23	
CLEAR CREEK DISPOSAL	0001575085	8TH ST & 2ND AVE N PUMP PARK	193.68	
CLEAR CREEK DISPOSAL	0001575086	511 LEADVILL AVE N	145.00	
CLEAR CREEK DISPOSAL	0001575087	1177 WARM SPRINGS RD	193.68	
CLEAR CREEK DISPOSAL	0001575089	211 1ST ST E	281.58	
IDAHO POWER	2201272487 10	2201272487 102222	28.22	
IDAHO POWER	2203538992 10	2203538992 102222	67.18	
INTERMOUNTAIN GAS	6566903002 10	6566903002 102522	9.79	
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS				
A.C. HOUSTON LUMBER CO.	2210-501716	SPRAY PAINT BLK, DOWEL	18.98	
A.C. HOUSTON LUMBER CO.	2211-502469	GORILLA CONSTRUCTION ASHES, CAULK GUN	71.94	
A.C. HOUSTON LUMBER CO.	2211-503019	K-LATH DRILL	6.00	
A.C. HOUSTON LUMBER CO.	2211-503131	PINE 1*4	38.24	
WOOD RIVER LOCK SHOP, LLC	18885	Keys, Key TAGS- CITY HALL & PUMP HOUSE	72.63	
01-4194-5910 REPAIR & MAINT-491 SV ROAD				
ALSCO - AMERICAN LINEN DIVI	LBOI2026519	491 E SUN VALLEY 101022	186.70	
ALSCO - AMERICAN LINEN DIVI	LBOI2031889	491 E SUN VALLEY 103122	178.70	
ALSCO - AMERICAN LINEN DIVI	LBOI2033695	491 E SUN VALLEY 110722	178.70	
CENTURY LINK	2087250932 03	2087250932 035B 110422	59.55	
CITY OF KETCHUM	OCTOBER 202	192	346.90	
CLEAR CREEK DISPOSAL	0001579660	491 SUN VALLEY RD E	1,945.32	
IDAHO POWER	2202522062 10	2202522062 102222	458.11	
INTERMOUNTAIN GAS	17499804809 1	17499804809 102522	25.39	
COX BUSINESS	0012401034971	0012401034971402 102222	143.00	
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR				
A.C. HOUSTON LUMBER CO.	2210-500031	WOOD SCREWS, FIR 2*6	257.49	
A.C. HOUSTON LUMBER CO.	2211-502034	FIR 2*6	15.76	
A.C. HOUSTON LUMBER CO.	2211-504155	CLEAR POLY, PLASTIC CAP NAIL	100.44	
CLEAR CREEK DISPOSAL	0001575090	1803 Warm Springs Road	101.85	
CLEAR CREEK DISPOSAL	0001575092	1803 Warm Springs Road	234.60	
CLEAR CREEK DISPOSAL	0001575093	117 MOUNTAIN CREEK DR	526.92	
CLEAR CREEK LAND CO. LLC	0000036607	OLD GEEZER ALLY	231.00	
IDAHO POWER	2226452353 10	2226452353 102722	51.45	
PIPECO, INC.	S4835989.001	SNOWMARKERS	100.00	
RIVER RUN AUTO PARTS	6538-184074	SEAL TAPE, CONDUIT BLK, STRAPS	21.03	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI				
RIVER RUN AUTO PARTS	6538-184321	OIL FILTERS, PRIME GUARD, RAIN X	108.72	
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ				
CHATEAU DRUG CENTER	2621885	BOLTS & SCREWS	10.00	
RIVER RUN AUTO PARTS	6538-183851	AIR FILTERS	97.15	
01-4194-6950 MAINTENANCE				
A.C. HOUSTON LUMBER CO.	2210-997434	TARP	21.99	
A.C. HOUSTON LUMBER CO.	2210-997962	UTILITY HEATER	42.99	
A.C. HOUSTON LUMBER CO.	2211-503301	PUMP SPRAYER	39.99	
CHATEAU DRUG CENTER	2623130	ELEC TAPE	3.79	
CHATEAU DRUG CENTER	2623287	48FLEX FLYERS PLAS SLED	16.14	
LUTZ RENTALS	136743-1	COMPRESSOR, HOSE, COUPLER KIT, FUEL	108.00	
Total FACILITY MAINTENANCE:			9,975.97	
POLICE				
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	877830	FSA & HRA Plan Administration Fees OCTOBER 2022	9.80	
01-4210-3620 PARKING OPS EQUIPMENT FEES				
FLASHPARKING INC	INV924573	Subscription/Support/Usage Fee	737.00	
01-4210-4200 PROFESSIONAL SERVICES				
MOUNTAIN HUMANE	5875	Ketchum Impound Medical Costs	150.00	
KETCHUM COMPUTERS, INC.	19235	WORKSTATION MAINTENANCE, WATCHGUARD ISSUE, DIAGNOSE/REPLACE	750.75	
01-4210-4250 PROF.SERVICES-BCSO CONTRACT				
BLAINE COUNTY CLERK/RECOR	201058	BCSO Law Enforcement Services	145,686.16	
Total POLICE:			147,333.71	
FIRE & RESCUE				
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	877830	FSA & HRA Plan Administration Fees OCTOBER 2022	81.50	
01-4230-3200 OPERATING SUPPLIES FIRE				
DELL MARKETING L.P.	10623880854	CUSTOMER 1837710 SERVICES	616.05	
GEM STATE PAPER & SUPPLY	1084194	BATH TISSUE, HAND TISSUE	139.15	
GARMIN SERVICES, INC	DL26133857	INREACH BYTES, USAGE	25.90	
01-4230-3210 OPERATING SUPPLIES EMS				
DELL MARKETING L.P.	10623880854	CUSTOMER 1837710 SERVICES	616.06	
GEM STATE PAPER & SUPPLY	1084194	BATH TISSUE, HAND TISSUE	139.15	
GARMIN SERVICES, INC	DL26133857	INREACH BYTES, USAGE	25.90	
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE				
A.C. HOUSTON LUMBER CO.	12210-501779	GAS CAN	13.00	
CHRISTENSEN INC.	1006046	37267 103122	174.17	
CHRISTENSEN INC.	1006204	39060 103122	147.12	
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS				
A.C. HOUSTON LUMBER CO.	12210-501779	GAS CAN	12.99	
CHRISTENSEN INC.	1006046	37267 103122	174.18	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
CHRISTENSEN INC.	1006204	39060 103122	147.11	
01-4230-4200 PROFESSIONAL SERVICES FIRE				
KETCHUM COMPUTERS, INC.	19234	FIRE & RESCUE	981.75	
01-4230-5200 UTILITIES				
CITY OF KETCHUM	OCTOBER 202	2307	146.35	
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE				
RIVER RUN AUTO PARTS	6538-184140	OIL, FILTERS	21.24	
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS				
RIVER RUN AUTO PARTS	6538-184160	MOBILE ONE	32.85	
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ				
RIVER RUN AUTO PARTS	6538-184194	CABIN AIR FILTER	37.93	
01-4230-6900 OTHER PURCHASED SERVICES FIRE				
COPY & PRINT, L.L.C.	124323	Posters	44.90	
01-4230-6910 OTHER PURCHASED SERVICES EMS				
COPY & PRINT, L.L.C.	124323	Posters	44.90	
Dumke, Ed	R 110922	BOOT REIMBURSEMENT	150.00	
Total FIRE & RESCUE:			3,772.20	
STREET				
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	877830	FSA & HRA Plan Administration Fees OCTOBER 2022	47.82	
01-4310-3200 OPERATING SUPPLIES				
D & B SUPPLY INC.	1650	Work Pants	99.98	
D & B SUPPLY INC.	52907	DIRECTORS WORK PANTS & SHIRTS	269.94	
D & B SUPPLY INC.	8393	Work Boots	159.99	
D & B SUPPLY INC.	97338	WINTER WORK SHIRTS	129.95	
01-4310-3400 MINOR EQUIPMENT				
PLATT ELECTRIC SUPPLY	3L07488	SHOP COMPRESSOR PARTS	69.89	
01-4310-4200 PROFESSIONAL SERVICES				
GALENA ENGINEERING, INC.	1318.150 11012	1318.150/JL/ ENGINEERING STUDIES INTERSECTIONS, SPEED LIM	262.50	
KETCHUM COMPUTERS, INC.	19234	STREETS	412.50	
01-4310-5200 UTILITIES				
CITY OF KETCHUM	OCTOBER 202	9993	100.72	
CITY OF KETCHUM	OCTOBER 202	9999	116.03	
INTERMOUNTAIN GAS	32649330001 1	130 S 1 AVE	9.79	
INTERMOUNTAIN GAS	32649330001 1	911 WARM SPRINGS	80.00	
INTERMOUNTAIN GAS	32649330001 1	200 E 10 ST	28.50	
INTERMOUNTAIN GAS	49439330009 1	49439330009 102522	19.93	
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ				
A.C. HOUSTON LUMBER CO.	2211-505486	FASTENERS	.90	
WESTERN STATES CAT	CM00136867	PIN A- NEW COUPLER ON 966M-RETURN	344.45-	
WESTERN STATES CAT	IN002166308	PIN A- NEW COUPLER ON 966M	698.90	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4310-6910 OTHER PURCHASED SERVICES				
ALSCO - AMERICAN LINEN DIVI	LBOI2033279	200 10TH ST	41.64	
CINTAS	5132312797	SERVICE CABINET- STREET DEPT	249.46	
CLEAR CREEK DISPOSAL	0001575083	200 10TH ST E	134.88	
TREASURE VALLEY COFFEE INC	2160:08589452	CREAM , SUGAR, HOT CHOC, COFFEE	182.18	
01-4310-6930 STREET LIGHTING				
IDAHO POWER	2200749261 10	2200749261 102622	569.36	
IDAHO POWER	2201013857 10	2201013857 102222	16.09	
IDAHO POWER	2203855230 10	2203855230 102222	49.83	
IDAHO POWER	2204535385 10	2204535385 102522	16.98	
IDAHO POWER	2206773224 10	2206773224 102222	9.37	
IDAHO POWER	2207487501 10	2207487501 102222	.93	
01-4310-6950 MAINTENANCE & IMPROVEMENTS				
SC SUPPLY COMPANY LLC	43950	60" GROUND MOUNT FLEX STAKE	449.36	
Total STREET:			3,882.97	
RECREATION				
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	877830	FSA & HRA Plan Administration Fees OCTOBER 2022	19.60	
01-4510-3100 OFFICE SUPPLIES & POSTAGE				
GEM STATE PAPER & SUPPLY	1084117	WALL CALENDARS	111.28	
01-4510-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2211-502054	WINTER LINED GLOVE	26.99	
CHATEAU DRUG CENTER	2619782	Gloves, PENS	11.38	
CHATEAU DRUG CENTER	2621701	SPRAY PAINT	17.08	
WINNS COMPOST	110422	1.8 \$30 A TON- GREEN WASTE	1.80	
01-4510-3250 RECREATION SUPPLIES				
CASH	PC 111022	NO SCHOOL ADVENTURES	120.00	
WEBB LANDSCAPING	K-IN-176865	TOP SOIL	22.95	
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY				
ATKINSONS' MARKET	04283590	GARBANZO, CARROTS, PAPRIKA, GREENS, GARLIC ETC	43.24	
ATKINSONS' MARKET	05592675	BANANAS, GARLIC, ONIONS ETC	15.64	
ATKINSONS' MARKET	05594039	BLUEBERRY MIX, CREAM CHEESE, APPLES, GRD BEEF ETC	60.32	
ATKINSONS' MARKET	08556678	CRESANTS	10.18	
ATKINSONS' MARKET	08560857	BUTTER, CHOCOLATE, BANANA, FLOUR	20.59	
ATKINSONS' MARKET	08560994	EGGS, STRING CHEESE	20.10	
01-4510-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1006047	37268 103122	122.48	
01-4510-4200 PROFESSIONAL SERVICE				
KETCHUM COMPUTERS, INC.	19234	PARKS	462.00	
01-4510-5200 UTILITIES				
INTERMOUNTAIN GAS	31904030009 1	31904030009 102522	14.46	
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU				
KETCHUM AUTO INC	97694	4WD ACTUATOR, DIAGNOSE & INSTALL	263.06	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total RECREATION:			1,363.15	
Total GENERAL FUND:			193,982.35	
WAGON DAYS FUND				
WAGON DAYS EXPENDITURES				
02-4530-3200 OPERATING SUPPLIES				
PETERSON, GREG	090822	1 TON HAY	500.00	
02-4530-4200 PROFESSIONAL SERVICES				
BLAIR, PAUL	R 110222	CHILDRENS ENTERTAINMENT FOR WAGON DAYS	200.00	
Total WAGON DAYS EXPENDITURES:			700.00	
Total WAGON DAYS FUND:			700.00	
GENERAL CAPITAL IMPROVEMENT FD				
GENERAL CIP EXPENDITURES				
03-4193-7100 SUN VALLEY RD MILL & OVERLAY				
S & C ASSOCIATES LLC	2612-2626	2619	59.00	
03-4193-7193 MAIN ST/WARM SPRINGS DESIGN				
HDR ENGINEERING, INC.	1200475027	MAIN ST WARM SPRINGS	6,617.22	22112
HDR ENGINEERING, INC.	1200475028	MAIN ST WARM SPRINGS	8,632.83	22112
03-4193-7200 TECHNOLOGY UPGRADES				
CDW GOVERNMENT, INC.	DP76365	COMPUTER, MONITORS, MICE, KEYBOARDS	2,276.44	
CDW GOVERNMENT, INC.	DX18649	LVO WRLS KEYBOARD AND MOUSE	35.54	
03-4193-7210 SUSTAINABILITY INFRASTRUCTURE				
IDAHO POWER	WO 27614652	215 LEWIS ST/KET WORK ORDER 27614652	21,786.00	
03-4193-7607 SIDEWALK CURB AND GUTTER				
GALENA ENGINEERING, INC.	1318.187 11012	1318.187/SF/COK/BLK 5 110122	820.00	
Total GENERAL CIP EXPENDITURES:			40,227.03	
Total GENERAL CAPITAL IMPROVEMENT FD:			40,227.03	
ORIGINAL LOT FUND				
ORIGINAL LOT TAX				
22-4910-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	877830	FSA & HRA Plan Administration Fees OCTOBER 2022	.00	
22-4910-6080 MOUNTAIN RIDES				
MOUNTAIN RIDES	12024	TRANSPORTATION SERVICES	64,083.34	23012
Total ORIGINAL LOT TAX:			64,083.34	
Total ORIGINAL LOT FUND:			64,083.34	
CITY/COUNTY HOUSING				
CITY/COUNTY HOUSING EXPENSE				

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
54-4410-4200 PROFESSIONAL SERVICES				
CONNELLY, CARISSA	12	COMMUNITY HOUSING CONSULTING	948.02	22038
CONNELLY, CARISSA	12	COMMUNITY HOUSING CONSULTING	5,891.98	
CONNELLY, CARISSA	12	extend 400 hours	23,536.25	22038
54-4410-4210 LEASE TO LOCALS				
TAYLOR, DOUGLAS W	LTL 111522	LTL INITIAL PAYMENT	4,500.00	
HALASZ, NANETTE	LTL 111522	LTL INITIAL PAYMENT	3,000.00	
54-4410-4220 EMERGENCY HOUSING				
FERGUSON ENTERPRISES, LLC	0839176	METER STUFF FOR EMERGENCY HOUSING	4,101.66	
FERGUSON ENTERPRISES, LLC	0839176-1	METER STUFF FOR EMERGENCY HOUSING	1,193.40	
IRISH ELECTRIC	11122	SQUARE D HOM 600 AMP * 6 125 AMP METER BANK	8,915.00	
LUTZ RENTALS	136525-1	SAW/ MK WALK BEHIND-MINI, BLADE-14"	107.48	
		DIAMOND		
S & C ASSOCIATES LLC	2612-2626	2621	2,616.50	
Total CITY/COUNTY HOUSING EXPENSE:			54,810.29	
Total CITY/COUNTY HOUSING:			54,810.29	
WATER FUND				
WATER EXPENDITURES				
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	877830	FSA & HRA Plan Administration Fees OCTOBER 2022	16.50	
63-4340-3100 OFFICE SUPPLIES & POSTAGE				
BUSINESS AS USUAL INC.	160157	Correction Tape, Post Its, Batteries, Highlighter	15.67	
63-4340-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2211-505435	GREAT STUFF GAPS & CRACKS	5.99	
A.C. HOUSTON LUMBER CO.	2211-505690	REFLECTIVE SFTY TAPE WHT 2X36	8.99	
ALSCO - AMERICAN LINEN DIVI	LBOI12033284	110 RIVER RANCH RD - ADMIN - 110422	30.50	
ALSCO - AMERICAN LINEN DIVI	LBOI2033286	110 RIVER RANCH RD - WATER - 110422	60.59	
PIPECO, INC.	S4845654.001	PIPEWRAP TAPE	16.27	
RIVER RUN AUTO PARTS	6538-184344	DIESEL CAN CARB 5 GL	65.90	
TREASURE VALLEY COFFEE INC	2160:08545356	COFFEE	47.06	
63-4340-3250 LABORATORY/ANALYSIS				
MAGIC VALLEY LABS, INC.	25781	Drinking Water Bacteria	218.00	
63-4340-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1006050	37271 103122	215.51	
63-4340-4200 PROFESSIONAL SERVICES				
FERGUSON ENTERPRISES, LLC	SC34822	SERVICE CHARGE FOR OCTOBER	24.55	
KETCHUM COMPUTERS, INC.	19234	WATER	346.50	
OPAL ENGINEERING, PLLC	174	ENGINEERING CONTRACT FOR WATER AND WW DESIGN	225.00	22105
HIGHLAND PLUMBING	395	WATER CONNECTION UPDATE LABOR & MATERIALS	1,110.00	
63-4340-4800 DUES, SUBSCRIPTIONS, & MEMBERS				
IDAHO DEPT. OF ENVIRONMENT	20230000474	Underground Storage Tank Fee	129.00	
63-4340-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087250715 19	2087250715 195B 110422	126.88	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
AT&T MOBILITY LLC	287318858311	287318858311 102322	90.57	
63-4340-5200 UTILITIES				
IDAHO POWER	2203658592 10	2203658592 102722	7,789.34	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH A	24.39	
63-4340-6100 REPAIR & MAINT-MACH & EQUIP				
FERGUSON ENTERPRISES, LLC	0839458	LF 2 MIP X PE PJ BALL CORP & PARTS	1,698.48	
SILVER CREEK SUPPLY	0008597333-00	2" Legend curb stop valve FXF lead free	1,514.81	
RIXON EXCAVATION	1457	2" Water service for lower Limelight Condos	9,825.00	
Total WATER EXPENDITURES:			23,605.50	
Total WATER FUND:			23,605.50	
WATER CAPITAL IMPROVEMENT FUND				
WATER CIP EXPENDITURES				
64-4340-7600 MACHINERY AND EQUIPMENT				
WESTERN STATES CAT	IN002194295	8' STEEL SNOW PUSH	3,872.09	23013
WESTERN STATES CAT	IN002194295	85" 2420 SNOW BLOWER	8,078.02	23013
WESTERN STATES CAT	IN002194295	COMPACT WHEEL LOADER	121,870.68	23013
WESTERN STATES CAT	IN002194295	48' FORKS	2,639.72	23013
64-4340-7650 WATER METERS				
FERGUSON ENTERPRISES, LLC	0839697	LF 18X72 MTR BX W/ VLV & ASSY CHK	4,930.08	
FERGUSON ENTERPRISES, LLC	0839698	LF 18X72 MTR BX W/ VLV & ASSY CHK	4,930.08	
FERGUSON ENTERPRISES, LLC	0839699	LF 18X72 MTR BX W/ VLV & ASSY CHK	4,795.04	
FERGUSON ENTERPRISES, LLC	0839700	LF 18X72 MTR BX W/ VLV & ASSY CHK	3,495.00	
Total WATER CIP EXPENDITURES:			154,610.71	
Total WATER CAPITAL IMPROVEMENT FUND:			154,610.71	
WASTEWATER FUND				
WASTEWATER EXPENDITURES				
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	877830	FSA & HRA Plan Administration Fees OCTOBER 2022	39.20	
65-4350-3100 OFFICE SUPPLIES & POSTAGE				
BUSINESS AS USUAL INC.	160157	Correction Tape, Post Its, Batteries, Highlighter	15.68	
65-4350-3200 OPERATING SUPPLIES				
ALSCO - AMERICAN LINEN DIVI	LBOI12033284	110 RIVER RANCH RD - ADMIN - 110422	30.50	
ALSCO - AMERICAN LINEN DIVI	LBOI2033285	110 RIVER RANCH RD - WASTEWATER - 110422	136.40	
D & B SUPPLY INC.	70223	PANTS AND SHIRTS	208.92	
D & B SUPPLY INC.	95934	Work Pants	88.27	
GEM STATE PAPER & SUPPLY	1084902	CENTERPULL TOWELS, ROLL TOWELS, BOWL & TILE CLEANER	116.36	
HACH	13309652	HANDLING FEE	17.52	
HACH	13316456	Pipet Tip, FOR 19700-01 PK/1000	244.16	
HACH	2205065	HANDLING FEE	17.52	
LUTZ RENTALS	136525-1	GLOVES, NITRILE	6.50	
PLATT ELECTRIC SUPPLY	3K18949	LGD LED-8024M345-G7-FW EX39 SUPERFLEX	63.19	
UPS STORE #2444	MMN7FR5KT	Shipping	18.86	
UPS STORE #2444	MMN7FR5VG	WATER SAMPLES	15.25	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
65-4350-3400 MINOR EQUIPMENT				
NAPA AUTO PARTS	125900	GAUGE	27.63	
NAPA AUTO PARTS	125957	AIRCHUCK	12.92	
65-4350-3500 MOTOR FUELS & LUBRICANTS				
NAPA AUTO PARTS	125551	POWER SERVICE DIESEL	100.72	
RIVER RUN AUTO PARTS	6538-184102	CONV OIL 10W30 1 QT	19.47	
CHRISTENSEN INC.	1006049	37270 103122	208.19	
CHRISTENSEN INC.	213324	37270 102822	533.40	
CHRISTENSEN INC.	397371	37270 110822	1,553.70	
65-4350-3600 COMPUTER SOFTWARE				
PTC INC	10507207	ALLEN-BRADLEY SUITE- Q-1334188	545.00	22130
65-4350-3800 CHEMICALS				
HACH	13316456	CHEMICALS	276.51	
NORTH CENTRAL LABORATORI	478338	Phosphorus LR Test 'NTube Plus	122.95	
65-4350-4200 PROFESSIONAL SERVICES				
ANALYTICAL LABORATORIES, I	94903	AMMONIA, METALS DIGESTION, NITRATE, COPPER S&H	390.57	
KETCHUM COMPUTERS, INC.	19234	WASTEWATER	198.00	
MAGIC VALLEY LABS, INC.	25781	LANDFILL WELL, COOLER RETURN	1,239.00	
SCHMITT, LORAN	780801	PUMP ADAPTERS, AUGER GEAR BOX, DELIVERY	3,178.00	
SCHMITT, LORAN	780803	AUGER GEAR BOX REBUILD	1,271.00	
65-4350-5200 UTILITIES				
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH RD SLUDGE	10.56	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH RD C	25.39	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH A	24.39	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH GRIT BLDG	12.91	
INTERMOUNTAIN GAS	58208688554 1	58208688554 102522	9.79	
65-4350-6000 REPAIR & MAINT-AUTO EQUIP				
NAPA AUTO PARTS	124630	CREDIT - INV #123544	25.82-	
NAPA AUTO PARTS	126257	REMAN/ALTERNATOR	190.29	
NORTHWEST EQUIP SALES MAC	182046TP	ROD, VALVE	454.76	
65-4350-6100 REPAIR & MAINT-MACH & EQUIP				
LEONARD PETROLEUM EQUIPM	78620	CRUB HOSE	228.25	
USA BLUEBOOK	170882	UV LAMP	172.11	
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA				
D & B SUPPLY INC.	3483	PANTS AND SHIRTS	229.96	
CHRISTENSEN INC.	1006049	37270 103122	436.23	
IDAHO EQUIPMENT	102155	RAM TAMPER COMAPCTOR	104.40	
Total WASTEWATER EXPENDITURES:			12,533.57	
Total WASTEWATER FUND:			12,533.57	
PARKS/REC DEV TRUST FUND				
PARKS/REC TRUST EXPENDITURES				
93-4900-5910 WARM SPRINGS PRESR-RESTORATION				
STUDIO SUPERBLOOM, LLC	WSP-003	TASK ORDER 2: MASTER PLANNING WARM SPRINGS PRESERVE	24,059.16	22107
STUDIO SUPERBLOOM, LLC	WSP-003	TASK ORDER 3: MASTER PLANNING WARM		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
STUDIO SUPERBLOOM, LLC	WSP-003	SPRINGS PRESERVE	6,000.00	22107
		TASK ORDER 3: MASTER PLANNING WARM SPRINGS PRESERVE	636.54	22107
Total PARKS/REC TRUST EXPENDITURES:			30,695.70	
Total PARKS/REC DEV TRUST FUND:			30,695.70	
DEVELOPMENT TRUST FUND				
DEVELOPMENT TRUST EXPENDITURES				
94-4900-8039 CASTLE-151 TOPAZ ST#1618				
CASTLE, SALLIE	R 111022	REFUND PERFORMANCE BOND AGREEMENT 22761	44,935.50	
Total DEVELOPMENT TRUST EXPENDITURES:			44,935.50	
Total DEVELOPMENT TRUST FUND:			44,935.50	
Grand Totals:			620,183.99	

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Voided = No,Yes
Bank.Bank number = 1



City of Ketchum

November 21, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve FAR Exceedance Agreement 22811 for the development at 200 N Leadville Ave.

Recommendation and Summary

Staff recommends the Ketchum City Council approve FAR Exceedance Agreement 22811 (Attachment A) for the proposed development at 200 N Leadville Ave through the following motion:

Recommended Motion: "I move to authorize the Mayor to sign FAR Exceedance Agreement 22811 between the City and 755 S Broadway, LLC for the development at 200 N Leadville Ave."

The reasons for the recommendation are as follows:

- Per recent process improvements, the Ketchum City Council will review FAR Exceedance Agreements prior to development proposals going to Planning and Zoning Commission for review.
- The Planning and Zoning Commission will hear the design review and condominium preliminary plat applications at their November 29, 2022 meeting.
- Pursuant to Ketchum Municipal Code §17.124.040.B.f., community housing contributions may be paid via a fee in-lieu of housing. The applicant proposes to satisfy the community housing contribution by paying the in-lieu fee totaling \$421,650.
- Per the conditions of the FAR Exceedance Agreement outlined in Exhibit B, any changes in community housing mitigation type will be subject to an amendment of this agreement. Minor changes in square footage may be approved administratively at the discretion of the Administrator.

Introduction and History

As mentioned in the staff report for the 1st and Sun Valley Office Building at 131 E Sun Valley Rd, planning staff has modified the sequence of council review and approval of FAR exceedance agreements. Moving forward, council will review and approved exceedance agreements before the Planning and Zoning Commission reviews the design review permit. This will not delay the design review process and will allow council input early in the process before a project is approved by the Commission.

The applicant proposes to develop a new three-story mixed-use building at the north corner of 2nd Street and N Leadville Ave within the Mixed-Use Subdistrict of the Community Core (CC-2 Zone) at

200 N Leadville Ave. The proposed development would include ground floor commercial, four residential condominiums with associated parking and storage. The building is proposed to be condominiumized.

Analysis

Pursuant to Ketchum Municipal Code §17.124.040, development within the Community Core is permitted a floor area ratio (FAR) of 1.0 which may be increased up to a maximum of 2.25 FAR with an associated community housing contribution. The City of Ketchum has instituted the adoption of exceedance agreements to memorialize community housing contributions provided in exchange for increases above the permitted FAR. The Ketchum City Council has the authority to review and approve community housing contributions in exchange for increases above the 1.0 permitted FAR. At their discretion, the Ketchum City Council may amend the community housing contribution and the method for compliance required for the project. Pursuant to Ketchum Municipal Code §17.124.040.B2c, community housing contributions may be paid via a fee in-lieu of housing.

The proposed building is 11,663 gross square feet with an FAR of 2.0. The applicant has proposed paying the in-lieu fee to satisfy the community housing contribution in exchange for the FAR increase. As outlined in Exhibit B to the FAR Exceedance Agreement, the community housing in-lieu fee payment for the proposed FAR increase is \$421,650.

Sustainability

The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact

The in-lieu fee is deposited into the city's housing in-lieu fund which provides funding for the city's housing programs and initiatives to create workforce housing within the city of Ketchum. At present, the in-lieu fund has a small balance. Payment of this in-lieu fee will provide needed funding for current and future programs and initiatives.

Attachments

- A. FAR Exceedance Agreement 22811

**FAR EXCEEDANCE
AGREEMENT #22811**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 191 5 th Street W, Ketchum, Idaho 83340
755 S Broadway LLC	"Developer"	Mailing: 2667 S Tacoma Way, Tacoma, WA 98409 Subject Property: 200 N Leadville (Ketchum Townsite: Block 23: Lot 1)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho ("City"), and 755 S Broadway LLC, a limited liability corporation, owner of the subject property and developer of the project ("Developer").

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 has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

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

1. **Attestation of Developer.** Developer, by this Agreement, attests that 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 award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail,

certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS ____ DAY OF _____, 2022.

Developer

City of Ketchum, Idaho

Print Name

Neil Bradshaw, Mayor

Managing Member

755 S Broadway, LLC

Attest:

Trent Donat, 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:

- 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.
- An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - 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.
 - 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.
 - Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

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

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

Exhibit B

EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT:	The 208 Condominiums
APPLICATION FILE NUMBERS:	Design Review (P22-035) Condominium Subdivision Prelim Plat (P22-035A)
OWNER:	755 S Broadway LLC
REPRESENTATIVE:	Jonathan Sherman Nicole Ramey, Medici Architects
REQUEST:	Development of a new 11,663 square foot three story mixed-use development with ground floor commercial and four residential condominium units with associated parking.
LOCATION:	200 N Leadville Ave (Ketchum Townsite: Block 23: Lot 1)
ZONING:	Mixed-Use Subdistrict of the Community Core (CC-2)
BACKGROUND:	<ol style="list-style-type: none">1. The applicant is proposing to develop a new 11,663 square foot three story mixed-use development with ground floor commercial and four residential condominium units with associated parking.2. The site is located at 200 N Leadville (Ketchum Townsite: Block 23: Lot 1) within the Mixed-Use Subdistrict of the Community Core (CC-2). Multi-family dwelling units and commercial spaces are permitted uses in the CC-2 Zone.3. The subject property has an area of 5,504 sq ft.4. The proposed development will have a total gross floor area of 11,663 square feet.5. Pursuant to the definition of gross floor area (KMC §17.08.020), up to four parking stalls for developments on single Ketchum Townsite lots of 5,600 sq ft or less are not included in the gross floor area calculation. As the project has four garage spaces, the project receives a reduction of 648 sq ft.6. With the parking stall discount, the development has a proposed Floor Area Ratio (FAR) of 2.0 (11,015 gross sq ft/5,504 sq ft lot area).7. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, <i>Floor Area Ratios and Community Housing</i>, as adopted on the date a Building Permit is submitted for the project.

8. The Planning and Zoning Commission is scheduled to hear the Design Review application (P22-035) for the development on November 29, 2022. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

EXCEEDANCE ANALYSIS

The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.

Permitted in Community Core Subdistrict 2 (CC-2)

Permitted Gross FAR: 1.0

Permitted Gross FAR with Inclusionary Housing Incentive: 2.0

Proposed Gross Floor Area: 11,663 gross square feet

Gross Floor Area with Parking Discount: 11,015 sq ft (reduction of 648 square feet for four stalls that are 9 x 18 feet)

Ketchum Townsite Lot Area: 5,504 sq ft

FAR Proposed: 2.0 (11,015 gross sq ft/5,504 sq ft lot area)

Increase Above Permitted FAR: 5,511 sq ft

20% of Increase: 1,102 sq ft

Net Livable (15% Reduction): 937 sq ft of community housing required.

Total Proposed On-site Community Housing Contribution: 0 sq ft

Proposed Community Housing In-Lieu Fee: \$421,650 (937 sq ft x \$450/sq ft)

COMMUNITY HOUSING CONTRIBUTION CONDITIONS

The following conditions apply to the community housing contribution for the development at 200 N Leadville Ave:

1. The development shall provide a community housing in-lieu fee payment in the amount of \$421,650. Fee payment is due at the time of building permit application.
2. If the community housing contribution type (i.e. on-site, off-site, fee in-lieu) changes through the course of the design review approval process or at the request of the applicant/owner, an amendment to this agreement must be approved by the Ketchum City Council.
3. If the total gross square footage of the project changes through the course of the design review approval process or building permit application review, a revised fee in-lieu may be calculated using the methodology outlined above and approved by the Administrator. Substantial increases or decreases in square footage may require an amendment to this agreement at the discretion of the Administrator.
4. If a building permit is not issued following payment of the in-lieu fee at building permit application, a refund of the fee may be issued within a reasonable period of time.



City of Ketchum

November 21, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Walnut & 4th Mixed-Use Building Amended FAR Exceedance Agreement 20595A, 580 E 4th Street Right-of-Way Encroachment 22814, and 331 N Walnut Avenue Right-of-Way Encroachment Agreement 22815.

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Walnut & Fourth Mixed-Use Building Amended FAR Exceedance Agreement 20595A, 580 E 4th Street (Walnut & 4th Mixed-Use Building) Right-of-Way Encroachment Agreement 22814, and 331 N Walnut Avenue (Gold Mine) ROW Encroachment Agreement 22815 and adopt the following motions:

- “I move to authorize the Mayor to sign Amended FAR Exceedance Agreement 20595A with Walnut & Fourth LLC.”
- “I move to authorize the Mayor to sign 580 E 4th Street (Walnut & 4th Mixed-Use Building) Right-of-Way Encroachment Agreement 22814 with Walnut & Fourth LLC.”
- “I move to authorize the Mayor to sign 331 N Walnut Avenue (Gold Mine) Right-of-Way Encroachment Agreement 22815 with The Community Library Association.”

The reasons for the recommendation are as follows:

- The Planning and Zoning Commission reviewed proposed modifications to the project plans approved for the Walnut & 4th Mixed-Use Building (Design Review Amendment Application File No. P20-046A) during their regular meeting on September 27th, 2022. The proposed changes included modifying the mixture and configuration of uses within the mixed-use building, including the community housing. The proposed modifications provide two community housing units within the basement—Community Housing Unit A has a total net-livable floor area of 1,104 square feet with an associated 52-square-foot detached storage area and Community Housing Unit B has a total net-livable floor area of 914 square feet with an associated 53-square-foot detached storage area.
- The Planning and Zoning Commission unanimously approved the modifications to the Walnut & Fourth Mixed-Use Building (Design Review Amendment P20-46A) with the condition that the amended FAR Exceedance Agreement be reviewed and approved by the Ketchum City Council prior to City approval of the building permit modifications.
- The applicant proposed changes to the right-of-way improvements proposed for the project, including surfacing the new 8-foot-wide sidewalk installed along Walnut Avenue with concrete instead of pavers. These modifications also proposed extending the right-of-improvements

along Walnut Avenue and installing new 8-foot-wide heated concrete sidewalks in front of the Gold Mine property. The proposed right-of-way improvements have been reviewed and approved by City Departments, including the City Engineer. The project requires a Right-of-Way Encroachment Permit for the heated paver and concrete sidewalks along 4th Street and Walnut Avenue.

Introduction and History

The Planning and Zoning Commission reviewed and approved Design Review Permit P20-046 for the proposed Walnut & 4th Mixed-Use Building on September 15th, 2020. The new mixed-use building is located at the southwest corner of Walnut Avenue and 4th Street within the Retail Core Subdistrict of the Community Core (CC-1 Zone). The project was issued a building permit (Application File No. B21-009) on June 22nd, 2021 and is currently under construction.

The Planning and Zoning Commission reviewed proposed modifications to the project plans approved for the Walnut & 4th Mixed-Use Building (Design Review Amendment Application File No. P20-046A) during their regular meeting on September 27th, 2022. The proposed changes included modifying the mixture and configuration of uses within the mixed-use building, including the community housing. The applicant also proposed changes to the right-of-way improvements proposed for the project, including surfacing the new 8-foot-wide sidewalk installed along Walnut Avenue with concrete instead of pavers. These modifications also proposed extending the right-of-improvements along Walnut Avenue and installing new 8-foot-wide heated concrete sidewalks in front of the Gold Mine property.

Analysis

Amended FAR Exceedance Agreement 20595A

The Ketchum City Council approved the Walnut & Fourth Mixed-Use Building Floor Area Ratio (FAR) Exceedance Agreement 20595 on April 19th, 2021. FAR Exceedance Agreement 20595 memorialized the applicant's community housing contribution in exchange for the FAR increase and approved a 1,488-square-foot community housing rental unit within the basement of the new mixed-use building targeted for Blaine County Housing Authority (BCHA) Income Category 4.

The Planning and Zoning Commission reviewed proposed modifications to the Walnut & 4th Mixed-Use Building (Design Review Amendment Application File No. P20-46A) during their regular meeting on September 27th, 2022. The proposed changes included modifying the mixture and configuration of uses within the mixed-use building, including the community housing. The project plans approved with the original project proposed one 1,488-square-foot community housing unit within the basement of the new mixed-use building. The proposed modifications provide two community housing units within the basement—Community Housing Unit A has a total net-livable floor area of 1,104 square feet with an associated 52-square-foot detached storage area and Community Housing Unit B has a total net-livable floor area of 914 square feet with an associated 53-square-foot detached storage area.

The total floor area of the two community housing units and associated storage areas is 2,123 square feet. The total net-livable floor area proposed for the two community housing contribution is 2,018 square feet, which is 1,190 square feet more than required for the FAR exceedance. The proposed modifications increase the total community housing contribution proposed for the project by 530 net-livable square feet. The two community housing rental units are proposed to be targeted for BCHA Income Category 4 or lower. The FAR Exceedance Agreement requires that: (1) the deed covenant for the community housing units be recorded prior to issuance of a Certificate of Occupancy for the

project and (2) the community housing units must be listed for rent through BCHA concurrent with the issuance of a Certificate of Occupancy by the City for the project.

The Planning and Zoning Commission unanimously approved the modifications to the Walnut & Fourth Mixed-Use Building (Design Review Amendment P20-46A) with the condition that the amended FAR Exceedance Agreement be reviewed and approved by the Ketchum City Council prior to City approval of the building permit modifications. Amended FAR Exceedance Agreement 20595A is included as Attachment A to the Staff Report for the City Council's review and approval.

Right-of-Way Encroachment Agreements

The applicant also proposed changes to the right-of-way improvements for the Walnut & 4th Mixed-Use Building project. These modifications proposed modifying a portion of the sidewalk along Walnut Avenue from heated pavers to heated concrete. These modifications also proposed extending the heated concrete sidewalk improvements along Walnut Avenue through the street frontage adjacent to the Gold Mine property located at 331 N Walnut Avenue. The proposed right-of-way improvements have been reviewed and approved by City Departments, including the City Engineer. The project requires a Right-of-Way Encroachment Permit for the heated paver and concrete sidewalks along 4th Street and Walnut Avenue. Right-of-Way Encroachment Agreement 22814 for the new 8-foot-wide heated paver and heated concrete sidewalks installed for the Walnut & 4th Mixed-Use Building located at 580 E 4th Street is included as Attachment B to the Staff Report. Right-of-Way Encroachment Agreement 22815 for the new 8-foot-wide heated concrete sidewalk extension in front of the Gold Mine property located at 331 N Walnut Avenue is included as Attachment C to the Staff Report.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent fixture to the ground or a building is installed in the public right-of-way. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The City Council has the authority to review and approve all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. The associated Right-of-Way Encroachment Agreement is 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. The agreement also obligates the property owner to install, maintain, and repair the permanent encroachments, including the snowmelt system for the public sidewalks.

Permanent encroachments within the right-of-way must be in the public interest pursuant to Ketchum Municipal Code §12.12.060.A. The proposed encroachments are in the public interest because the snowmelt system will prevent the accumulation of snow and ice on the sidewalks along Walnut Avenue and 4th Street and will maintain safe pedestrian access during winter. The improvements will not impact the use or operation of the street, decrease the number of on-street parking spaces, or impact drainage or snow removal along Walnut Avenue or 4th Street. The heated sidewalk system meets the City's energy efficiency requirements for snowmelt systems installed within the public rights-of-way in downtown Ketchum.

Sustainability

The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020. The project has been designed to meet all standards specified in the 2018 International Energy Conservation Code and the City of Ketchum's Green Building Codes provided in Chapter 15.20

of Ketchum Municipal Code. The proposed snowmelt system as specified in Exhibit A of Right-of-Way Encroachment Agreement 22814 (Attachment B) and Right-of-Way Encroachment Agreement 22815 (Attachment C) meets the City's snowmelt requirements for commercial projects.

Financial Impact

There is no financial requirement from the city for this action at this time.

Attachments

- A. Amended FAR Exceedance Agreement 20595A
- B. 580 E 4th Street Right-of-Way Encroachment Agreement 22814
- C. 331 N Walnut Ave Right-of-Way Encroachment Agreement 22815

Attachment A:
Amended
FAR Exceedance Agreement
20595A

**FAR EXCEEDANCE
AGREEMENT #20595A**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 191 W 5 th Street, Ketchum, Idaho 83340
Walnut & Fourth LLC	"Owner"	Mailing: 313 N Water Avenue, Idaho Falls, Idaho 83402 Physical Address: 580 E 4 th Street, Ketchum, Idaho 83340

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and Walnut & Fourth 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 has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

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

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that 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 award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail,

certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS ____ DAY OF NOVEMBER 2022.

Developer

City of Ketchum, Idaho

Ryan Kirkham
Walnut & Fourth LLC

Neil Bradshaw, Mayor

Attest:

Trent Donat, City Clerk

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

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Ryan Kirkham, known to me to be a member of Walnut & Fourth LLC, and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 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 _____

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

AMENDED FAR EXCEEDANCE AGREEMENT 20595A COMPLIANCE

PROJECT: Walnut and 4th Mixed-Use Building

APPLICATION FILE NUMBERS: Design Review P20-046, Design Review Amendment P20-46A, Lot Line Shift P21-015, and Building Permit B21-009

DEVELOPER & PROPERTY OWNER: Walnut & Fourth LLC

LOCATION: 580 E 4th Street (Ketchum Townsite: Block 44: Lot 7A)

ZONING: Retail Subdistrict of the Community Core (CC-1)

BACKGROUND:

1. The Planning and Zoning Commission approved Design Review Permit P20-046 for the Walnut and 4th Mixed-Use Building project on September 15th, 2020. The project includes the construction of a new two-story mixed-use building located at the southwest corner of 4th Street and Walnut Avenue and associated site improvements.
2. The project site is located at 580 E 4th Street (Ketchum Townsite: Block 44: Lot 7A) within the Retail Core Subdistrict of the Community Core (CC-1 Zone). The total area of the project site is 16,513 square feet, which conforms to the minimum area required for lots in the CC-1 Zone.
3. The mixed-use building has a proposed Floor Area Ratio (FAR) of 1.30 (21,383 gross square feet/16,513 square feet lot area).
4. The Ketchum City Council approved Floor Area Ratio (FAR) Exceedance Agreement Contract #20595, recorded as Instrument number #682499 in records of Blaine County, on April 19th, 2021. The FAR Exceedance Agreement memorialized the applicant's community housing requirement in exchange for the project's increased FAR. FAR Exceedance Agreement Contract #20595 approved a 1,488-square-foot community housing rental unit within the basement of the new mixed-use building targeted for Blaine County Housing Authority Income Category 4.
5. The project was issued a building permit (Application File No. B21-009) on June 22nd, 2021 and is currently under construction.

6. The Planning and Zoning Commission reviewed proposed modifications to the approved project plans for the Walnut & 4th Mixed-Use Building (Design Review Amendment Application File No. P20-046A) during their regular meeting on September 27th, 2022. The proposed changes included modifying the mixture and configuration of uses within the mixed-use building, including the community housing. The proposed modifications provide two community housing units within the basement—Community Housing Unit A has a total net-livable floor area of 1,104 square feet with an associated detached 52-square-foot storage area and Community Housing Unit B has a total net-livable floor area of 914 square feet with an associated detached 53-square-foot storage area.
7. The Commission unanimously approved the modifications proposed with Design Review Amendment P20-46A with the condition that FAR Exceedance Agreement 20595 be revised to reflect the modified project and that the amended agreement must be reviewed and approved by the Ketchum City Council prior to City approval of the modified project plan submitted by the applicant to amend Building Permit B21-009.

EXCEEDANCE ANALYSIS

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

Permitted Gross FAR in Community Core Subdistrict 1 (CC-1) : 1.0

Permitted Gross FAR with Inclusionary Housing Incentive: 2.25

Walnut and Fourth Mixed-Use Building Proposed Gross Floor Area: 21,383 gross square feet

Lot Area: 16,513 square feet lot area

FAR Proposed: 1.30 (21,383 gross square feet/16,513 square feet lot area)

Increase Above Permitted FAR: 4,870 square feet

20% of Increase: 974 square feet

Net Livable (15% Reduction): 828 square feet

The applicant has proposed to provide two community housing units within the mixed-use building as shown on the attached basement-level floor plan (Sheet A01). Community Housing Unit A has a total net-livable floor area of 1,104 square feet with an associated detached 52-square-foot storage area. Community Housing Unit B has a total net-livable floor area of 914 square feet with an associated detached 53-square-foot storage area.

The total floor area of the two community housing units and associated storage areas is 2,123 square feet. The total net-livable floor area for the community housing contribution is 2,018 square feet, which is 1,190 square feet more than required for the FAR exceedance.

Community Housing Contribution Proposal

The applicant proposes to:

1. Provide two community housing rental units within the basement of the mixed-use building as shown on attached Sheet A01. Community Housing Unit A has a total net-livable floor area

Walnut & Fourth Mixed-Use Building

Amended FAR Exceedance Agreement 20595A

Exhibit B

of 1,104 square feet with an associated detached 52-square-foot storage area. Community Housing Unit B has a total net-livable floor area of 914 square feet with an associated detached 53-square-foot storage area.

2. Target subject community housing unit for Blaine County Housing Authority (BCHA) Income Category 4 or lower. The tenant chosen to occupy the unit shall be selected from the BCHA database of qualified households.
3. The deed covenant for the community housing units shall be recorded prior to issuance of a Certificate of Occupancy for the project.
4. The community housing units shall be listed for rent through BCHA concurrent with the issuance of a Certificate of Occupancy by the City for the project.

BASEMENT	
NET AREA-WORKFORCE HOUSING	2018 SF
NET AREA-WORKFORCE HOUSING	105 SF
LEVEL 1	2123 SF
NET AREA - FOOD SERVICE	2489 SF
	2489 SF
NET AREA-CULTURAL	3252 SF
	3252 SF
NET AREA-RETAIL	1138 SF
NET AREA-RETAIL	808 SF
NET AREA-RETAIL	1342 SF
	3288 SF
LEVEL 2	
NET AREA-OFFICE	4999 SF
	4999 SF
NET AREA-RESIDENTIAL	1922 SF
NET AREA-RESIDENTIAL	1886 SF
	3809 SF
	19960 SF

BUILDING AREA

TOTAL GROSS BUILDING AREA = 11,215 + 10,744 = 21,383

TOTAL NET BUILDING AREA = 19,960

LOT AREA: 16,371

FAR: 1.3

TOTAL GROSS BUILDING AREA = 11,215 + 10,744 = 21,383

TOTAL NET BUILDING AREA = 24,276

LOT AREA: 16,371

FAR: 1.3

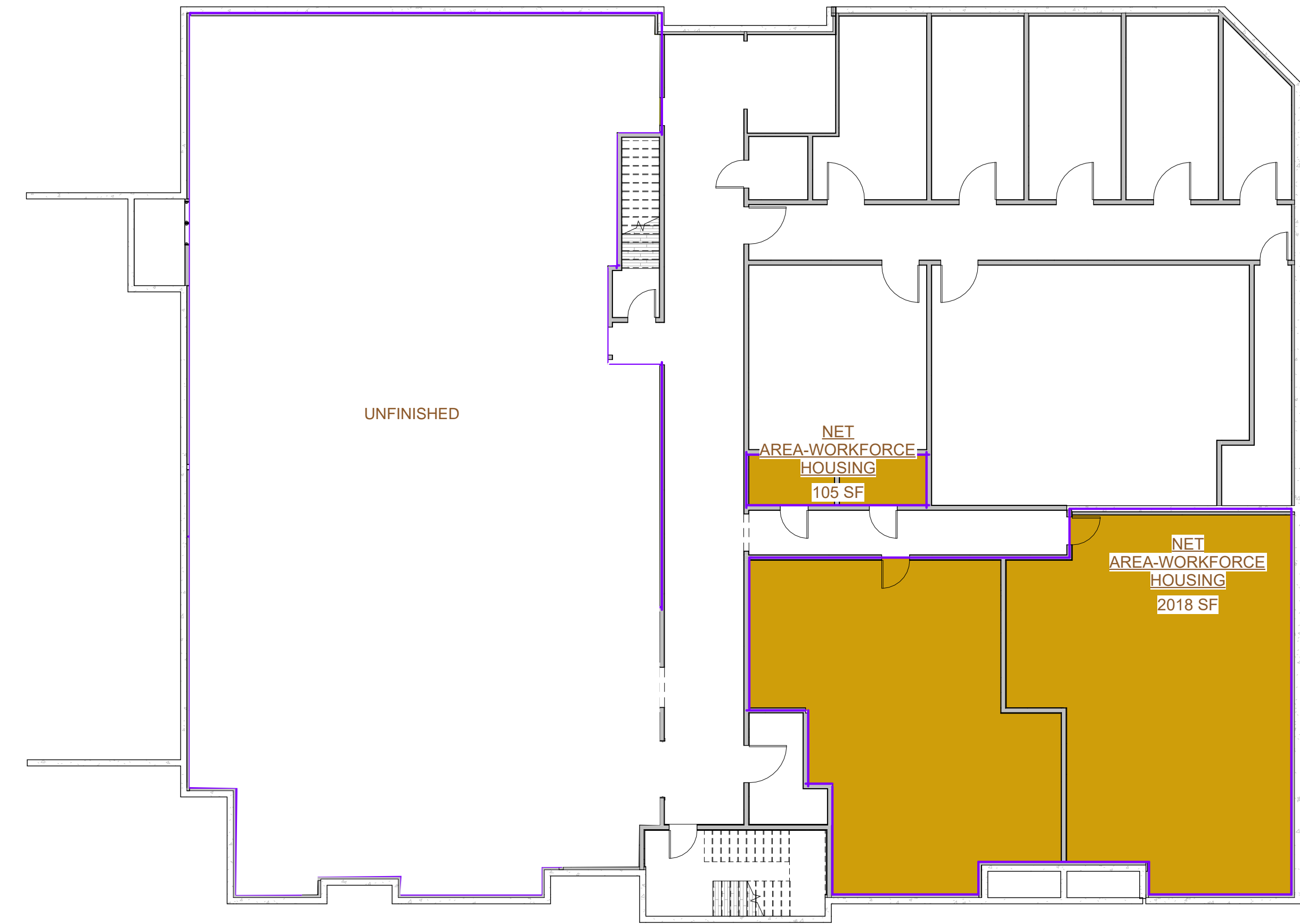
CITY OF KETCHUM AREA DEFINITION:

Floor area, gross: The sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor only, and 50 percent of atriums over 18 feet plate height, but not including basements, underground parking areas or open unenclosed decks. Parking areas covered by a roof or portion of the building and enclosed on three or more sides by building walls are included. Four parking stalls for developments on single Ketchum Town Site lots of 5,500 square feet in size or less are not included in the gross floor area calculation.

Floor area increase: The gross and net floor area of a building allowed in addition to the permitted floor area in exchange for the provision of community housing units within the project, all of which are considered to be a public benefit.

Floor area, net: The sum of the horizontal areas of all floors in a building including basements but not including open unenclosed decks, interior or exterior circulation, mechanical equipment rooms, parking areas, common areas, public bathrooms or storage areas in basements.

Floor area ratio or far: The product of the floor area divided by the lot area (example 2,750 square feet floor area/5,500 square feet lot area = 0.5 FAR)



- NET AREA-RESIDENTIAL
- NET AREA-WORKFORCE HOUSING

2 BASEMENT FLOOR PLAN
1" = 10'-0"

NOT FOR
CONSTRUCTION

REVISION SCHEDULE

NO.	DATE	DESCRIP.
-----	------	----------

WALNUT & 4TH LLC

580 4TH ST E, KETCHUM, ID 83340

AMENDMENT TO DESIGN REVIEW P20-A46

BASEMENT
AREA PLAN

A01

ISSUE DATE:
08/16/22

Attachment B:
580 E 4th Street
Right-of-Way Encroachment
Agreement 22814

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 22814

THIS AGREEMENT, made and entered into this ____ day of November, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and Ryan Kirkham, representing WALNUT & FOURTH LLC, (collectively referred to as "Owner"), whose address is 313 N Water Avenue, Idaho Falls, Idaho 83402.

RECITALS

WHEREAS, Owner is the owner of real property described as 580 E 4th Street ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit the placement of a hydronic snowmelt system and pavers for the new sidewalks that are required for the development of the Walnut & Fourth Mixed-Use Building Project within the public rights-of-way along Walnut Avenue and 4th 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 a hydronic snowmelt system and pavers for the new sidewalks identified in Exhibit "A" within the public rights-of-way on Walnut Avenue and 4th 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. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.

3. Snowmelt systems installed in the public right-of-way shall be installed and operate at all times during the winter according to the following:

- The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)
- The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
- Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

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

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

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

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

8. 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.

9. 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.

10. 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.

11. 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.

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

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

OWNER:

CITY OF KETCHUM:

By: _____
Ryan Kirkham
Walnut & Fourth LLC

By: _____
Neil Bradshaw
_____ Its: Mayor

STATE OF _____,)
County of _____,) ss.
County of _____,)

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared RYAN KIRKHAM, known to me to be the representative of WALNUT & FOURTH LLC and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

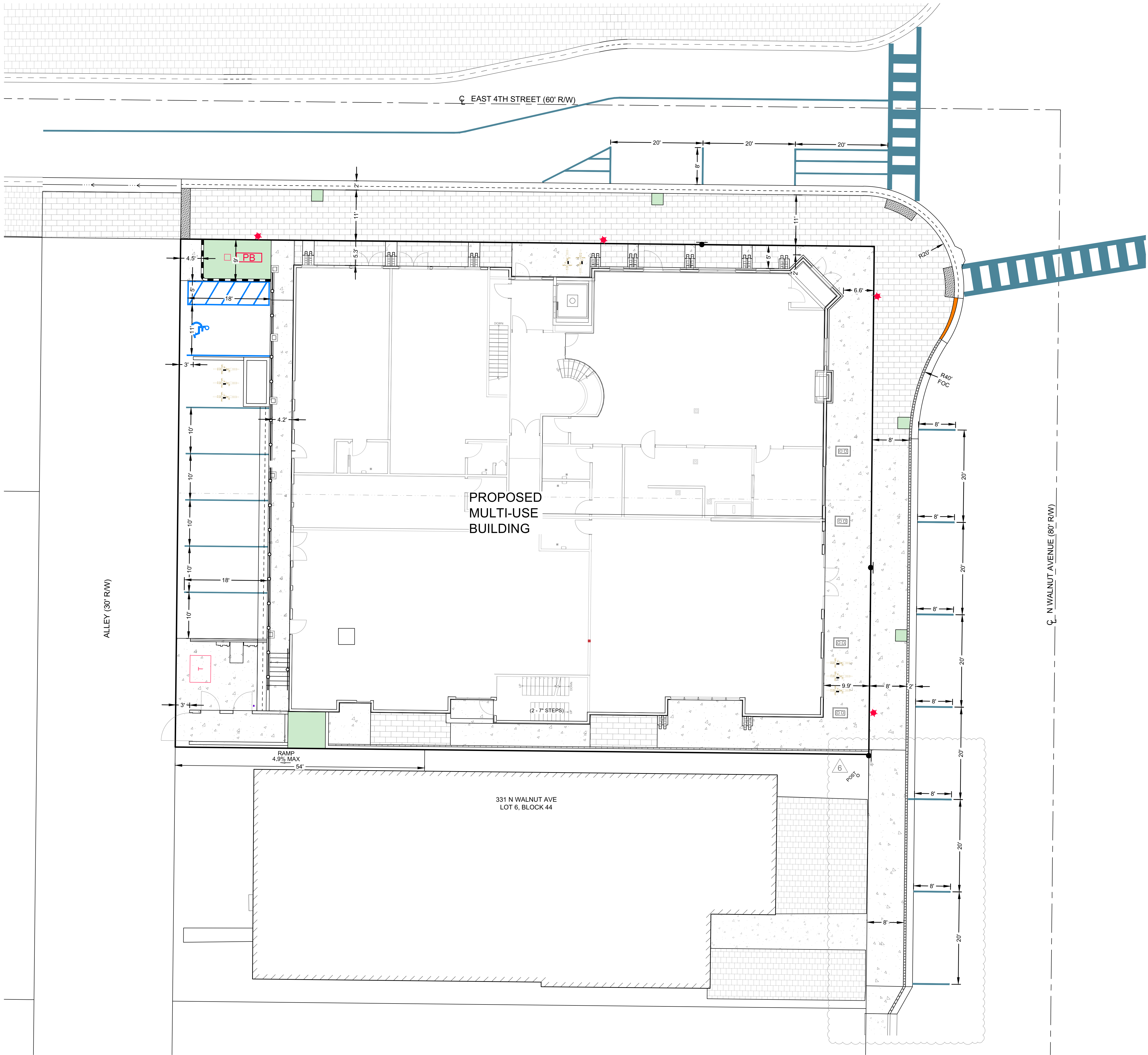
STATE OF IDAHO)
County of Blaine) ss.
County of Blaine)

On this ____ day of _____, 2022, 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”



LEGEND

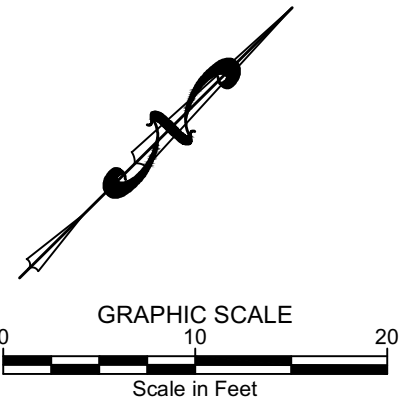
EXISTING ITEMS

- Property Line
- Adjoiner's Lot Line
- Centerline
- FD5/8 = Found 5/8" Rebar
- Curb & Gutter
- Valley Gutter
- Building
- Pavers

PROPOSED ITEMS

- Asphalt
- Concrete
- 6" Rolled Curb & Gutter
- Zero Reveal Curb & Gutter
- Curb Transition
- Vertical Curb
- ADA Access Truncated Dome
- Sign
- Road Paint
- ADA Road Paint
- ADA Parking Symbol
- Landscape Area
- Trench Drain
- Retaining/Landscape Wall
- Rolled to Vertical Curb Transition
- Pavers
- Transformer
- Bike Rack

FOC = Face of Curb

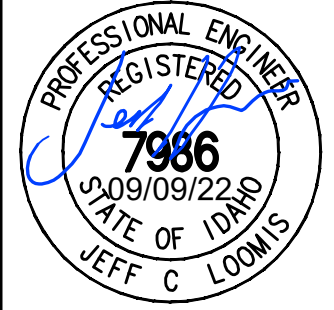


PURPOSE: ISSUE FOR BUILDING PERMIT (01/21/2021)		
NO.	DATE	BY
1	05/05/21	SKS
2	06/19/21	SKS
3	06/04/22	SMF
4	06/22/22	SMF
5	07/22/22	SMF
6	09/09/22	JCL

REVISIONS	
1	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
2	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
3	SIDEWALK TYPE REVISIONS: CONC. FLOOR @ UT'S IN ALLEY
4	ADD NORTHWEST CANOPY COLUMNS
5	ADD 331 N WALNUT AVE. DESIGN
6	REVISIONS PER CITY COMMENTS (09/06/2022)

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83333
(208) 788-1705
email: galena@galena-engineering.com

SKS/CT
DESIGNED BY
SKS/CT
DRAWN BY
SMF/JCL
CHECKED BY

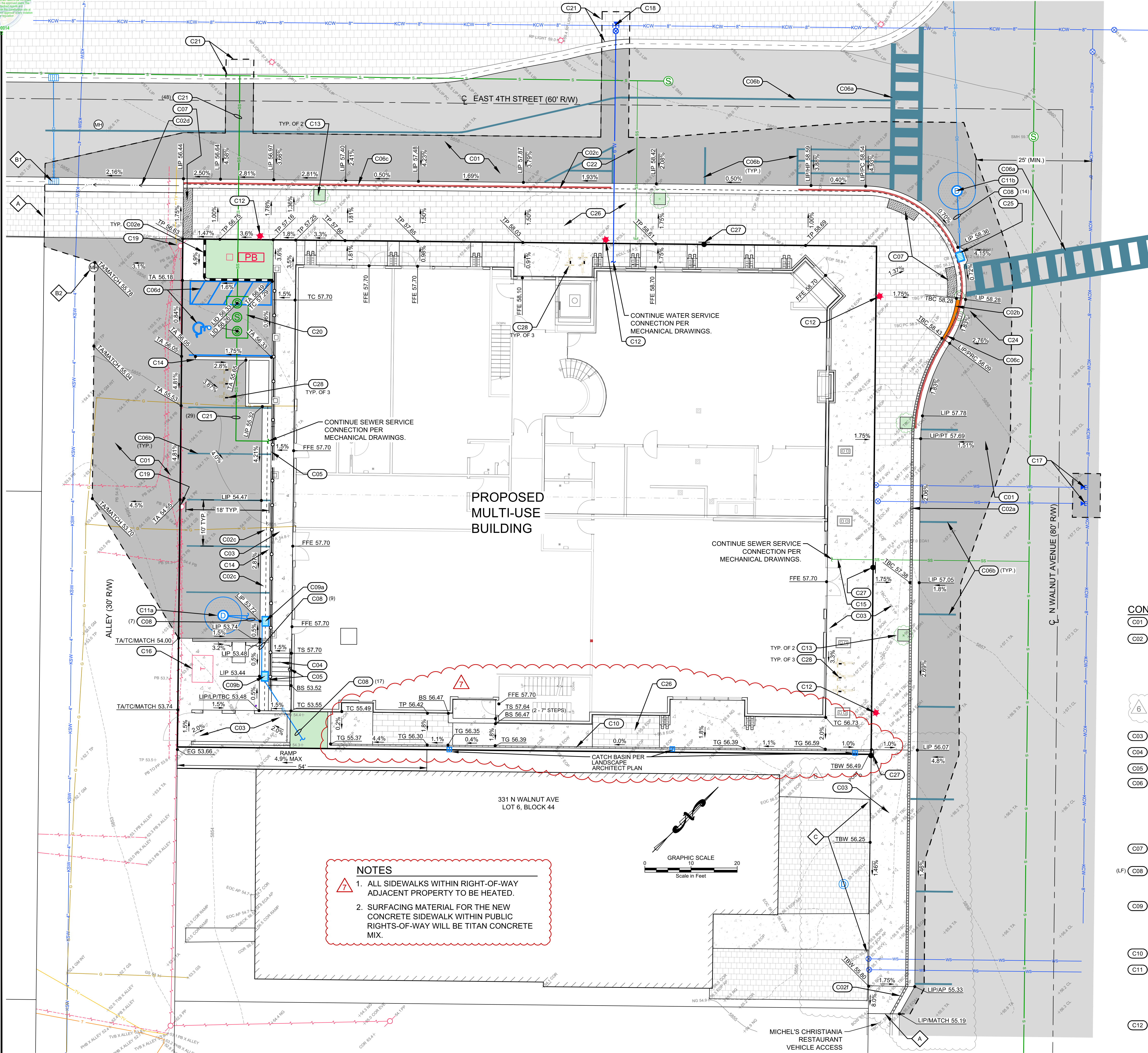


**GEOMETRY PLAN
4TH AND WALNUT**
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR WALNUT & FOURTH LLC

PROJECT INFORMATION
Prepared: 09/09/22
Drawn: 09/09/22
Checked: 09/09/22
Date: 09/09/22

City of Ketchum
Approved: _____
These drawings are the property of Galena Engineering, Inc. and shall not be used for any project or extension of this project without the written consent of Galena Engineering, Inc. If these drawings are used for any project or extension of this project without the written consent of Galena Engineering, Inc., the user assumes all liability for any and all damages, including but not limited to, property damage, personal injury, and death. Galena Engineering, Inc. is not responsible for any and all damages, including but not limited to, property damage, personal injury, and death, resulting from the use of these drawings for any project or extension of this project without the written consent of Galena Engineering, Inc.

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project without the written consent of Galena Engineering, Inc. If these drawings are used for any project or extension of this project without the written consent of Galena Engineering, Inc., the user assumes all liability for any and all damages, including but not limited to, property damage, personal injury, and death. Galena Engineering, Inc. is not responsible for any and all damages, including but not limited to, property damage, personal injury, and death, resulting from the use of these drawings for any project or extension of this project without the written consent of Galena Engineering, Inc.



LEGEND
EXISTING ITEMS

- Property Line
- Adjoiner's Lot Line
- Centerline
- FD5/8 = Found 5/8" Rebar
- CP / CNTRL = Survey Control
- 5' Contour Interval
- 1' Contour Interval
- Curb & Gutter
- Valley Gutter
- FNC = Fence Line
- Building
- Building / Structure Overhang
- Edge of Asphalt
- Concrete Sidewalk
- Boardwalk
- Pavers
- RTW = Retaining Wall
- Concrete Wheel Stop
- CT = Conifer Tree
- DT = Deciduous Tree
- SGN = Sign
- B-Rack = Bike Rack
- GM = Gas Main
- GMTR = Gas Meter
- TVB = Cable TV Buried
- TVBOX = Cable TV Riser
- PHB = Buried Telephone Line
- PHBOX = Telephone Riser
- PB = Buried Power Line
- Overhead Power Line
- Light
- PMTR = Power Meter
- PP = Power Pole
- AC = Air Conditioner
- Sewer Main
- SS = Sewer Service
- SMH = Sewer Manhole
- SCO = Sewer Cleanout
- Sand & Grease Trap
- CB = Catch Basin
- DWELL = Dry Well
- WS = Water Service
- WMH = Hydronic System Manhole
- WV = Water Valve
- Ketchum City Water Line (8")
- Ketchum Spring Line (4") to be abandoned, summer 2021.
- AP = Angle Point
- BEG = Beginning
- BOV = Back of Walk
- BS = Bottom of Steps
- CC = Curb Cut

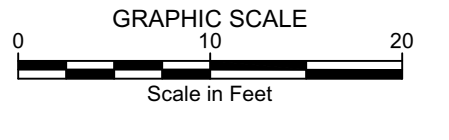
PROPOSED ITEMS

- Asphalt
- Concrete
- 6" Rolled Curb & Gutter
- Zero Reveal Curb & Gutter
- Curb Transition
- No Parking Zone
- ADA Access Truncated Dome
- Street Light
- Sign
- Drywell
- Storm Drain
- Catch Basin
- Sawcut Line
- Road Paint
- Grade
- Tree and Tree Grate
- Trench Drain
- Retaining/Landscape Wall
- Water Service
- Sewer Service
- Sewer Cleanout
- Grease Interceptor
- Transformer
- Landscape Area
- Rolled to Vertical Curb Transition
- Pavers
- Bike Rack

CONSTRUCTION KEY NOTES

- C01 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 1 / C0.1.
- C02 CONSTRUCT CONCRETE CURB AND GUTTER
 - a. 6" ROLLED C&G PER DETAIL 3 / C0.1.
 - b. CURB TRANSITION PER DETAIL 5 / C0.1.
 - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 5 / C0.1.
 - d. CONCRETE VALLEY GUTTER PER DETAIL 2 / C0.1.
 - e. VERTICAL CURB PER DETAIL 7 / C0.2.
- 6 17' OF CURB TRANSITION (BETWEEN 6" ROLLED C&G AND ZERO REVEAL C&G) PER DETAIL 5 / C0.1.
- C03 CONSTRUCT CONCRETE SIDEWALK / FLAT WORK, WIDTH AS SHOWN HEREON. SEE DETAIL 8 / C0.2.
- C04 CONSTRUCT CONCRETE STAIRS. SEE DETAIL 6 / C0.1.
- C05 INSTALL HANDRAIL. SEE DETAIL 6 / C0.1.
- C06 INSTALL ROAD STRIPING / PAINT
 - a. WHITE CROSSWALK STRIPING. MATCH CITY PATTERNS.
 - b. YELLOW ASPHALT STRIPING (4" WIDE). MATCH CITY PATTERNS.
 - c. RED "NO PARKING" STRIPING ON CURB. MATCH CITY PATTERNS.
 - d. BLUE ADA PARKING STRIPING (4" WIDE) AND SYMBOL. SEE DETAIL 4 / C0.2 FOR DIMENSIONS.
- C07 INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 9 / C0.1.
- (LF) C08 INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 7 / C0.1 FOR POTABLE AND NON-POTABLE WATER LINE SEPARATION AND DETAIL 8 / C0.1 FOR TRENCHING. 2' COVER MINIMUM.
- C09 INSTALL CATCH BASIN. SEE DETAIL 1 / C0.2
 - a. RIM = 53.52
 - I.E. (IN) = 49.86
 - I.E. (OUT) = 49.76
 - b. RIM = 53.24
 - I.E. (IN) = 49.54
 - I.E. (OUT) = 50.14
- C10 INSTALL TRENCH DRAIN, SLOPE AT 1.0%. SEE DETAIL 3 / C0.2.
- C11 CONSTRUCT 8" Ø DRYWELL. SEE DETAIL 2 / C0.2
 - a. CONNECT ROOF DRAINS PER ARCHITECT.
 - RIM = 53.85
 - I.E. (IN) = 49.54
 - RIM = 58.66
 - I.E. (IN, C25) = 54.55
 - I.E. (IN, EXST. STORM DRAIN FROM NORTH) = 55.19.
 - b. RIM = 58.66
 - I.E. (IN, C25) = 54.55
 - I.E. (IN, EXST. STORM DRAIN FROM NORTH) = 55.19.
- C12 INSTALL CITY OF KETCHUM STANDARD STREET LIGHT. SEE DETAIL 5 / C0.2.
- C13 INSTALL TREE WELL BOLLARDS AND MODULAR SUSPENDED PAVEMENT SYSTEM. SEE DETAIL 6 / 0.2.
- C14 INSTALL RETAINING WALL PER ARCHITECT.
- C15 RETAIN AND PROTECT EXISTING SEWER SERVICE.
- C16 PROPOSED POWER BOX (TRANSFORMER, SECTOR BOX, ETC.) COORDINATE WITH IDAHO POWER FOR SIZE, TYPE, AND LOCATION.
- C17 CUT, CAP, AND ABANDON EXISTING WATER SERVICE AT MAIN LINE.
- C18 INSTALL 6" PVC WATER SERVICE. MECHANICAL ENGINEER TO CONFIRM SERVICE SIZE.
- C19 RELOCATE UTILITIES. CONTRACTOR TO COORDINATE RELOCATION WITH UTILITY COMPANY.
- C20 INSTALL 1,000 GAL. GREASE INTERCEPTOR SINGLE VAULT SYSTEM, OLDCASTLE PRECAST OR APPROVED EQUAL.
 - BOTTOM OF TANK = 46.83
 - TOP OF TANK = 54.00
 - I.E. (IN) = 51.10
 - I.E. (OUT) = 51.00
- (LF) C21 INSTALL 4" PVC SEWER SERVICE. SLOPE = 2.0% MINIMUM.
- C22 CUT AND PLUG EXISTING SEWER SERVICE AT RIGHT-OF-WAY. SERVICE TO BE ABANDONED IN PLACE.
- C23 REPAIR CURB, GUTTER, AND PAVEMENT SIDEWALK. MATCH EXISTING MATERIALS, LAYERS, AND THICKNESSES.
- C24 REMOVE AND DISPOSE OF EXISTING STORM VAULT.
- C25 UTILIZE EXISTING CATCH BASIN. REMOVE EXISTING STORM DRAIN LINE TO STORM VAULT AND GROUT / FILL-IN HOLE. CONNECT TO NEW DRYWELL (C11b). ADJUST RIM ELEV.
 - ORIGINAL RIM = 58.17
 - NEW RIM = 58.16
 - I.E. (OUT, NORTH) = 54.87
- C26 CONSTRUCT HEATED PAVEMENT SIDEWALK, WIDTH AS SHOWN HEREON. SEE DETAIL 4 / C0.1.
- C27 INSTALL PARKING REGULATORY SIGN. COORDINATE FINAL LOCATION WITH CITY OF KETCHUM. SEE DETAIL 10 / C0.1 FOR SIGN BASE DETAIL.
- C28 INSTALL BIKE RACKS PER ARCHITECTURAL SITE PLAN.
- A MATCH EXISTING LINES AND GRADES
- B RETAIN AND PROTECT EXISTING ITEM
 - 1. CATCH BASIN
 - 2. HYDRONIC SYSTEM MANHOLE
- C REGRADE AREA TO PROVIDE FOR A SMOOTH TRANSITION.

NOTES
1. ALL SIDEWALKS WITHIN RIGHT-OF-WAY ADJACENT PROPERTY TO BE HEATED.
2. SURFACING MATERIAL FOR THE NEW CONCRETE SIDEWALK WITHIN PUBLIC RIGHTS-OF-WAY WILL BE TITAN CONCRETE MIX.



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Civil Engineers & Land Surveyors
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Haley, Idaho 83433
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786
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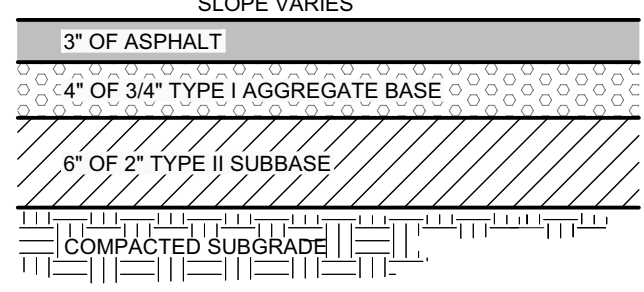
PURPOSE: ISSUE FOR BUILDING PERMIT (01/21/2021)
REVISIONS

NO.	DATE	BY	REVISIONS
1	05/05/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
2	06/15/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
3	06/15/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
4	06/15/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
5	06/15/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
6	06/15/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
7	06/15/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
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100	06/15/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS

C1.1

INSTRUCTION NOTES

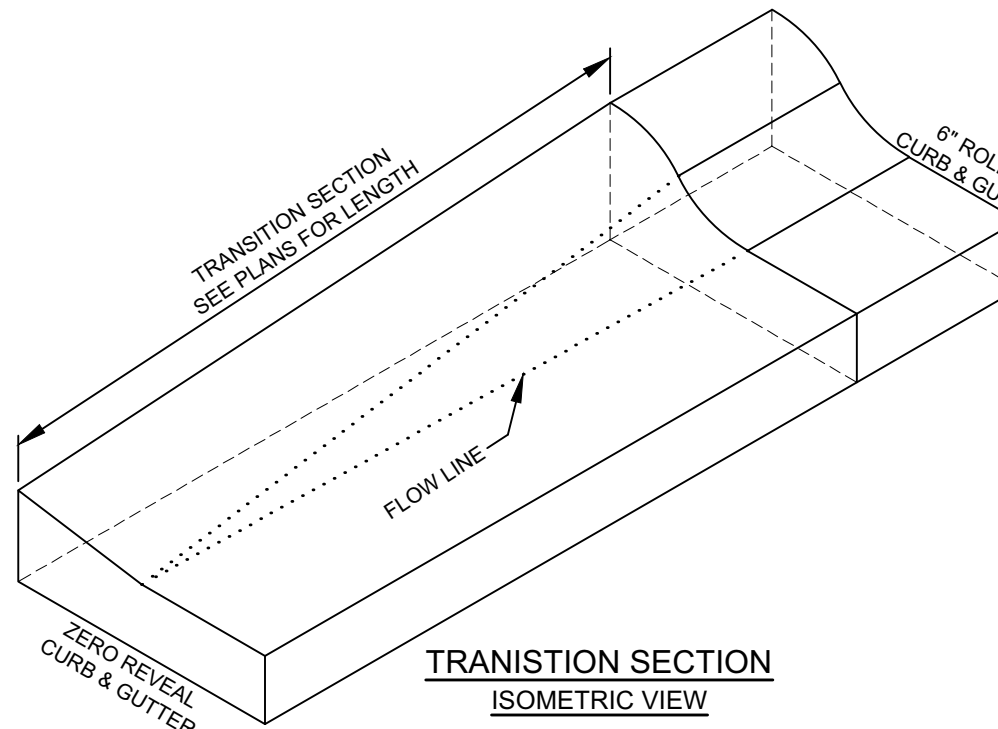
- CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPC ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSINSF STD. 61 COMPLIANT.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
- THE CONTRACTOR SHALL USE ANSINSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
- CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITS T-91.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPC 802, TYPE II (ITD STANDARD 703.04, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITS T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPC SECTION 805.
- ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED. PRIOR TO REPLACING ASPHALT, THE UNDERLYING SURFACE INCLUDING VERTICAL SAWCUT JOINTS SHALL BE CLEANED OF ALL DEBRIS AND A TACK COAT SHALL BE APPLIED TO ALL CURBS, SAWCUTS, OR OVERLAY SURFACES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL CONCRETE FORM WORK SHALL CONFORM TO ISPC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY. AS SPECIFIED IN ISPC SECTION 703, TABLE 1.C. SURFACING MATERIAL FOR THE NEW CONCRETE SIDEWALK WITHIN PUBLIC RIGHTS-OF-WAY WILL BE TITAN CONCRETE MIX, SEE DETAILS 2, 3, AND 5, SHEET C0.1.
- ALL TRENCHING SHALL CONFORM TO ISPC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- TOPOGRAPHIC, SITE, AND BOUNDARY SURVEY SHOWN HEREON WAS CONDUCTED BY GALENA ENGINEERING, INC., 12/6/2019.
- 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.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN RIGHT-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.



NOTES:

- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
- MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
- PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

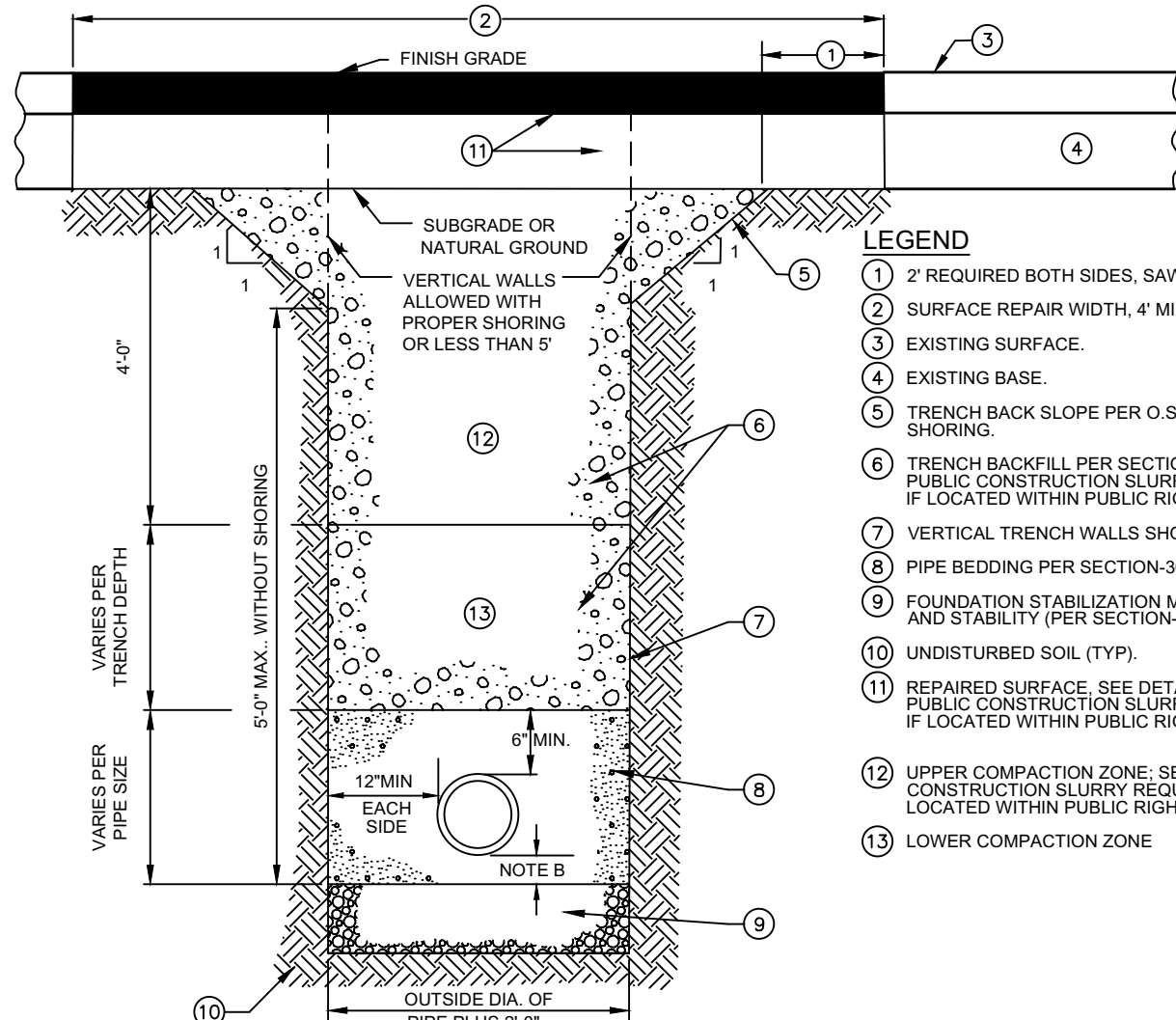
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C0.1
TYPICAL STREET ASPHALT SECTION
N.T.S.



NOTES:

- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
- MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
- PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
- CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET WISIDEWALK).

5
C0.1
TYPICAL CURB TRANSITION DETAIL
N.T.S.



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-305 (SEE SD-302).
- FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
- UNDISTURBED SOIL (TYP).
- REPAIRED SURFACE. SEE DETAIL 8, 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)	2,800 LBS
SAND	800 LBS
PORTLAND CEMENT	94 LBS
WATER	11 GAL (MAX.)

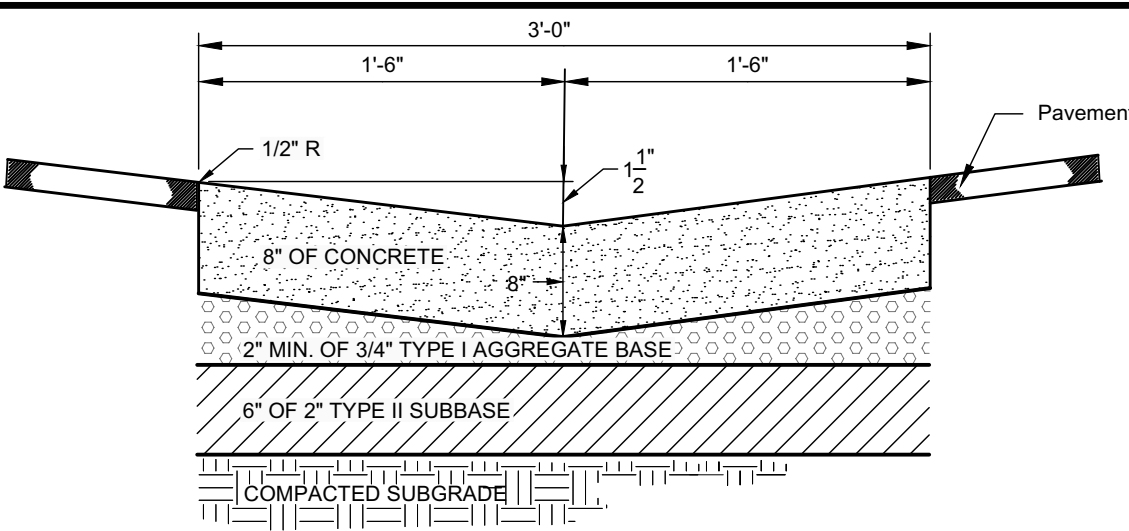
WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

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 ISPC SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPC SECTION 805.
- IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.

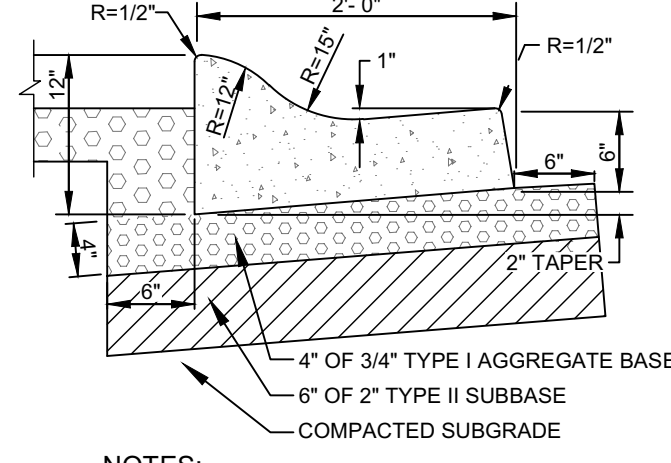
8
C0.1
TYPICAL TRENCH
N.T.S.



NOTES:

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

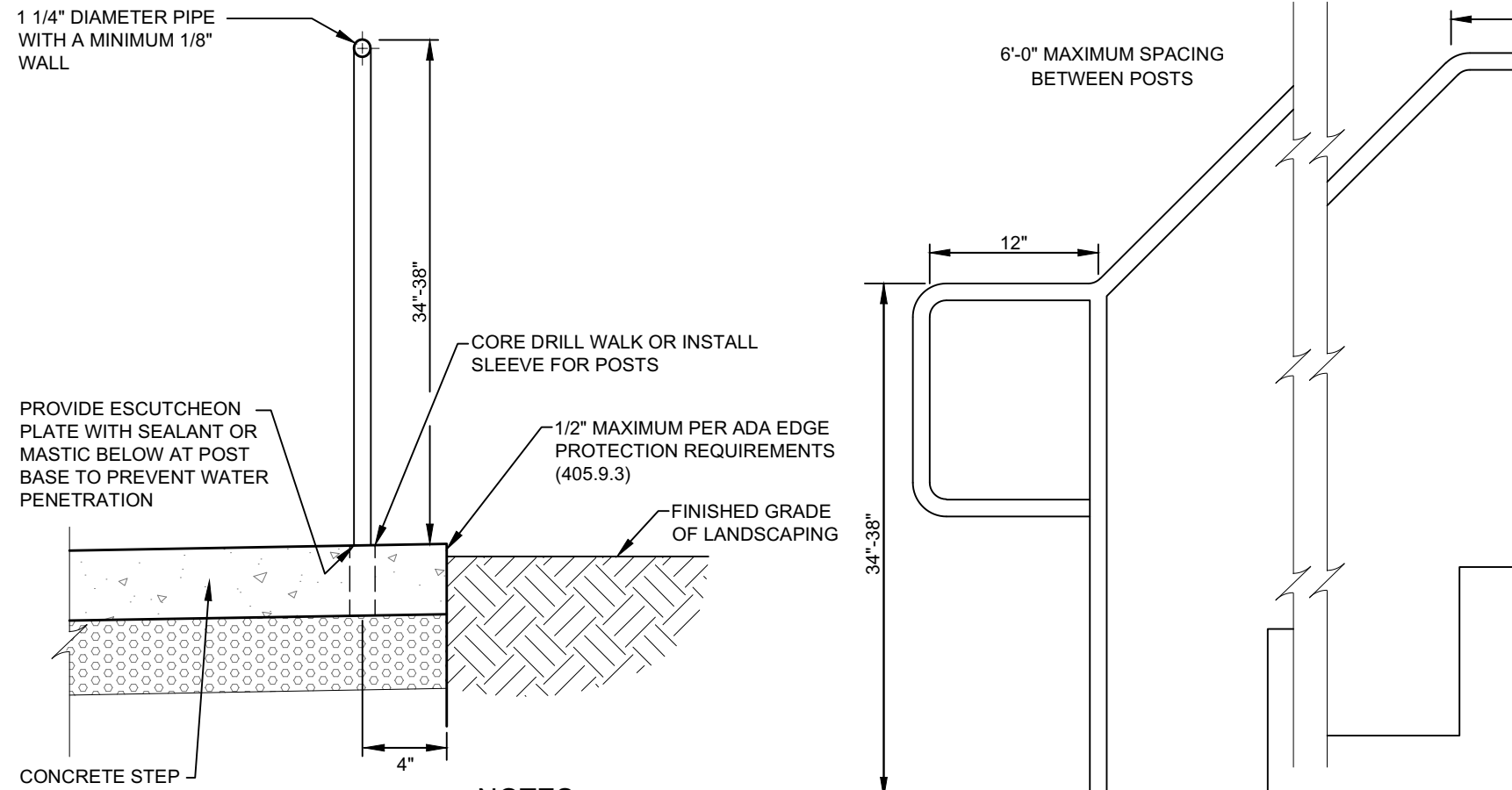
2
C0.1
36" CONCRETE VALLEY GUTTER
N.T.S.



NOTES:

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

3
C0.1
6" CONCRETE ROLLED CURB & GUTTER
N.T.S.

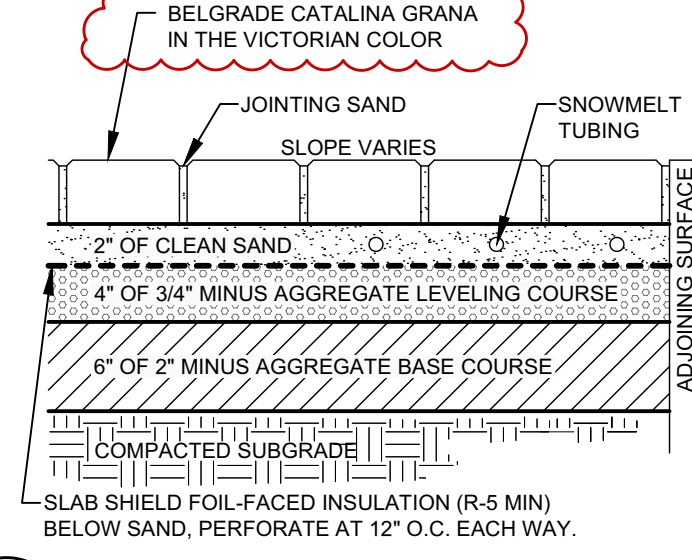


NOTES:

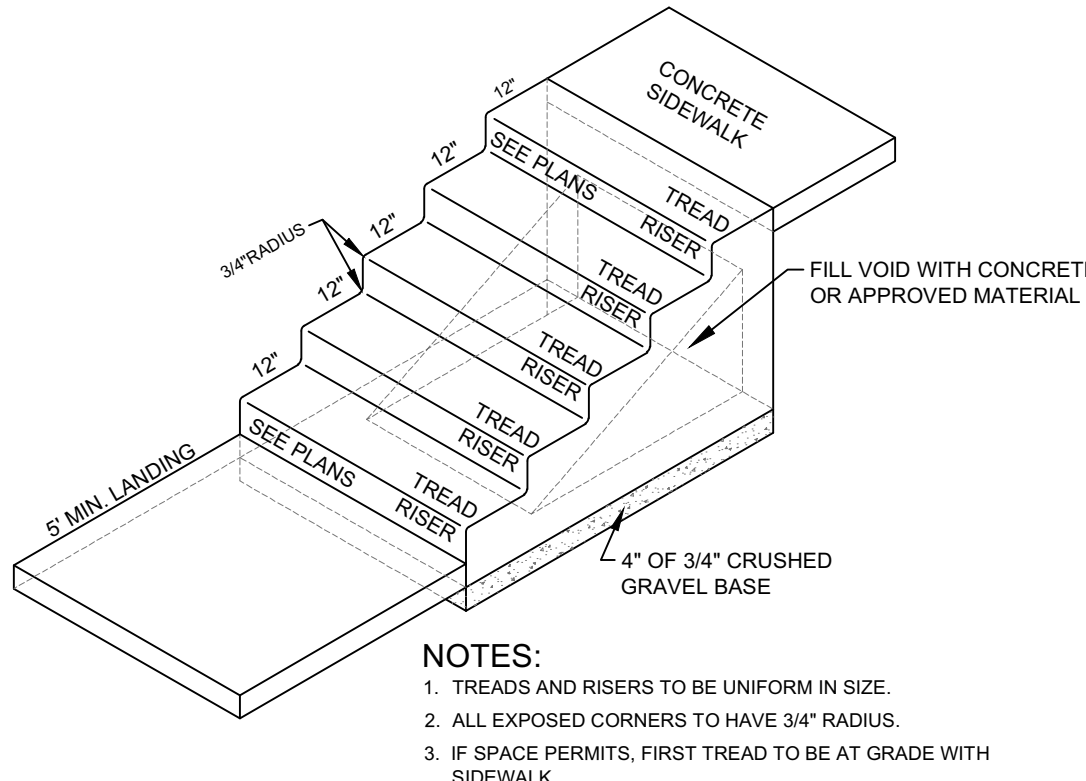
- HANDRAIL SHALL BE PAINTED. PAINT SPECIFICATIONS PER OWNER.
- CLEAR WIDTH: THE CLEAR WIDTH BETWEEN HANDRAILS SHALL BE 36 INCHES MINIMUM PER ADA REQUIREMENTS (405.6).

STAND ALONE HANDRAIL DETAIL
N.T.S.

6
C0.1
TYPICAL HANDRAIL AND STAIRS DETAIL
N.T.S.



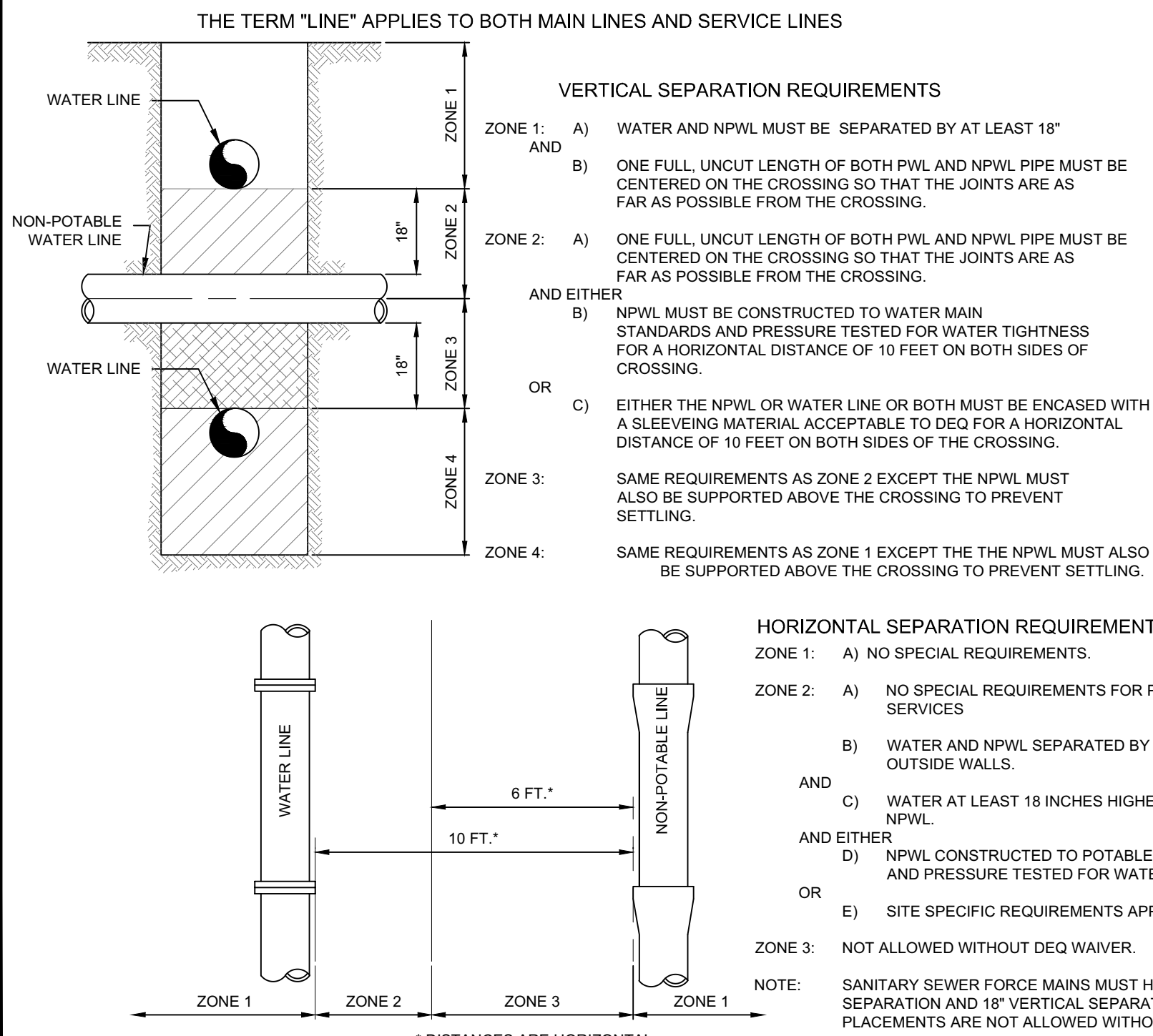
4
C0.1
HEATED PAVER DETAIL
N.T.S.



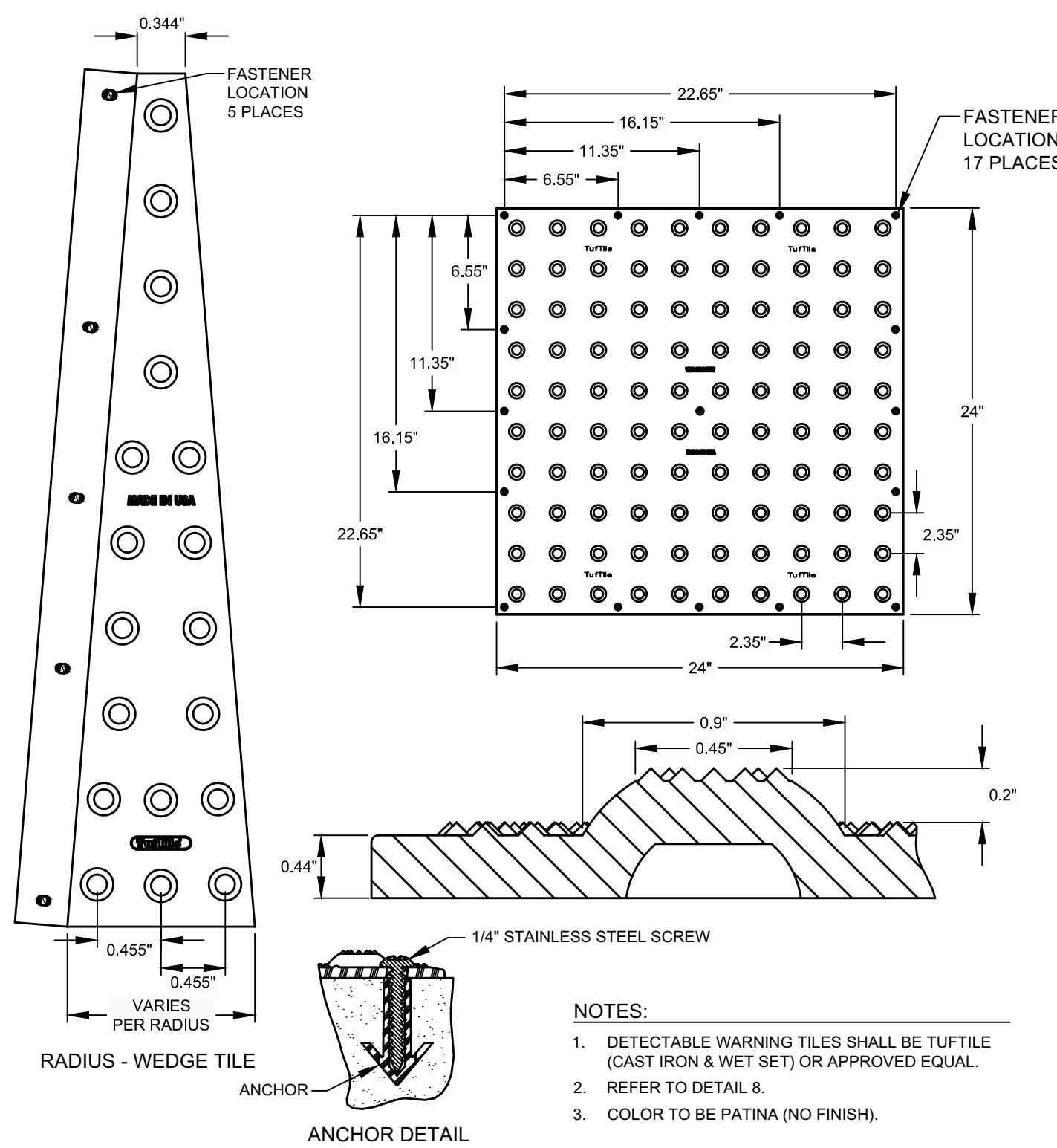
NOTES:

- TREADS AND RISERS TO BE UNIFORM IN SIZE.
- ALL EXPOSED CORNERS TO HAVE 3/4" RADIUS.
- IF SPACE PERMITS, FIRST TREAD TO BE AT GRADE WITH SIDEWALK.

WALL MOUNTED HANDRAIL DETAIL
N.T.S.



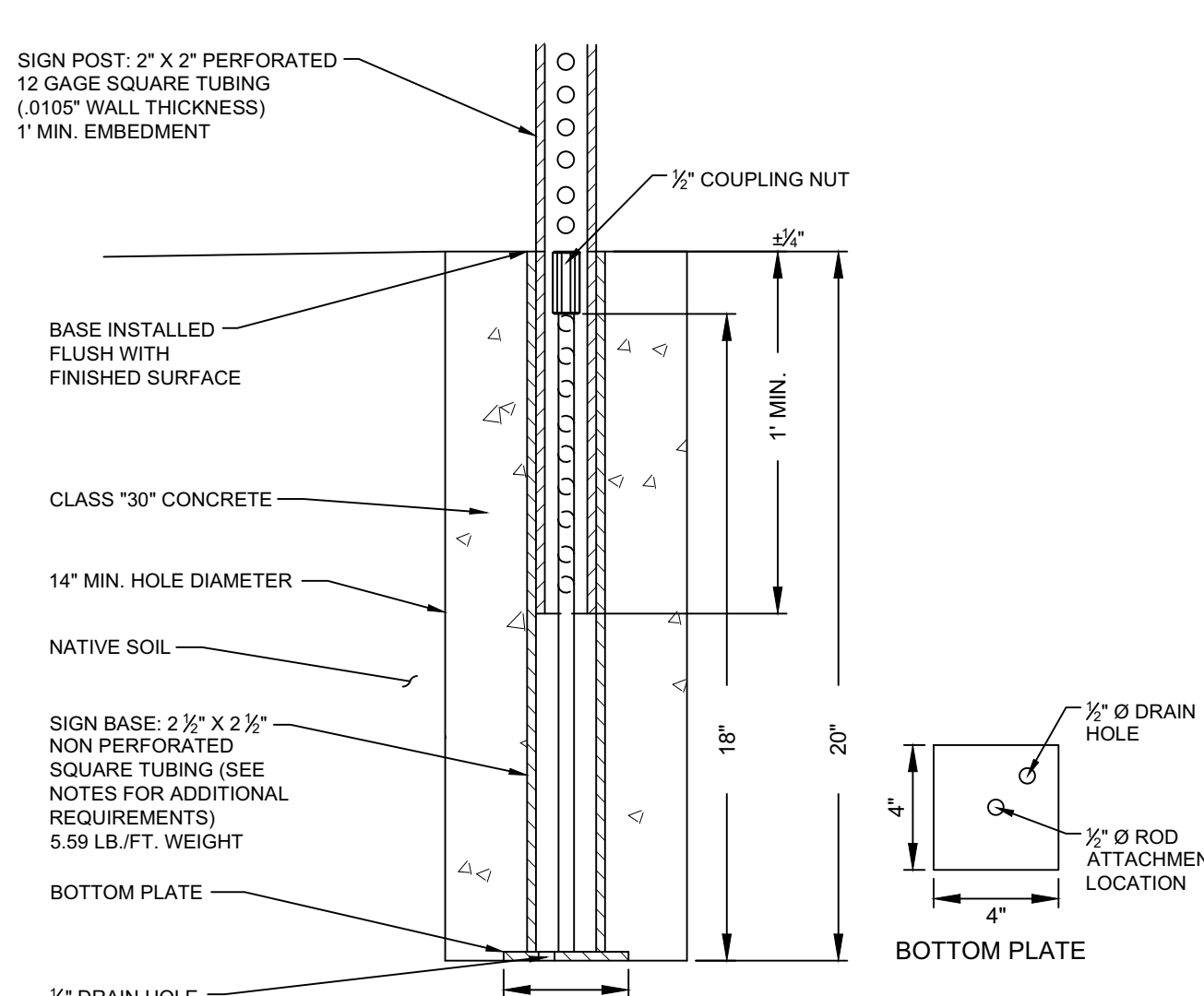
7
C0.1
POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION
N.T.S.



NOTES:

- DETECTABLE WARNING TILES SHALL BE TUFTILE (CAST IRON & WET SET) OR APPROVED EQUAL.
- REFER TO DETAIL 8.
- COLOR TO BE PATINA (NO FINISH).

9
C0.1
DETECTABLE WARNING PLATE
N.T.S.



NOTES:

- BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
- ALL INSTALLATIONS SHALL HAVE 14\"/>
- ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.
- SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM.
- CITY TO PROVIDE BASES.

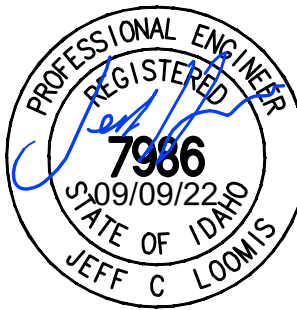
SIGN BASE MATERIAL & DIMENSION REQUIREMENTS	
2 1/2\"/>	
2 1/2\"/>	
3/4\"/>	
1/2\"/>	
1/2\"/>	
4\"/>	

10
C0.1
TYPICAL SIGN BASE
N.T.S.

NOTES AND DETAIL SHEET 4TH AND WALNUT

LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR WALNUT & FOURTH LLC

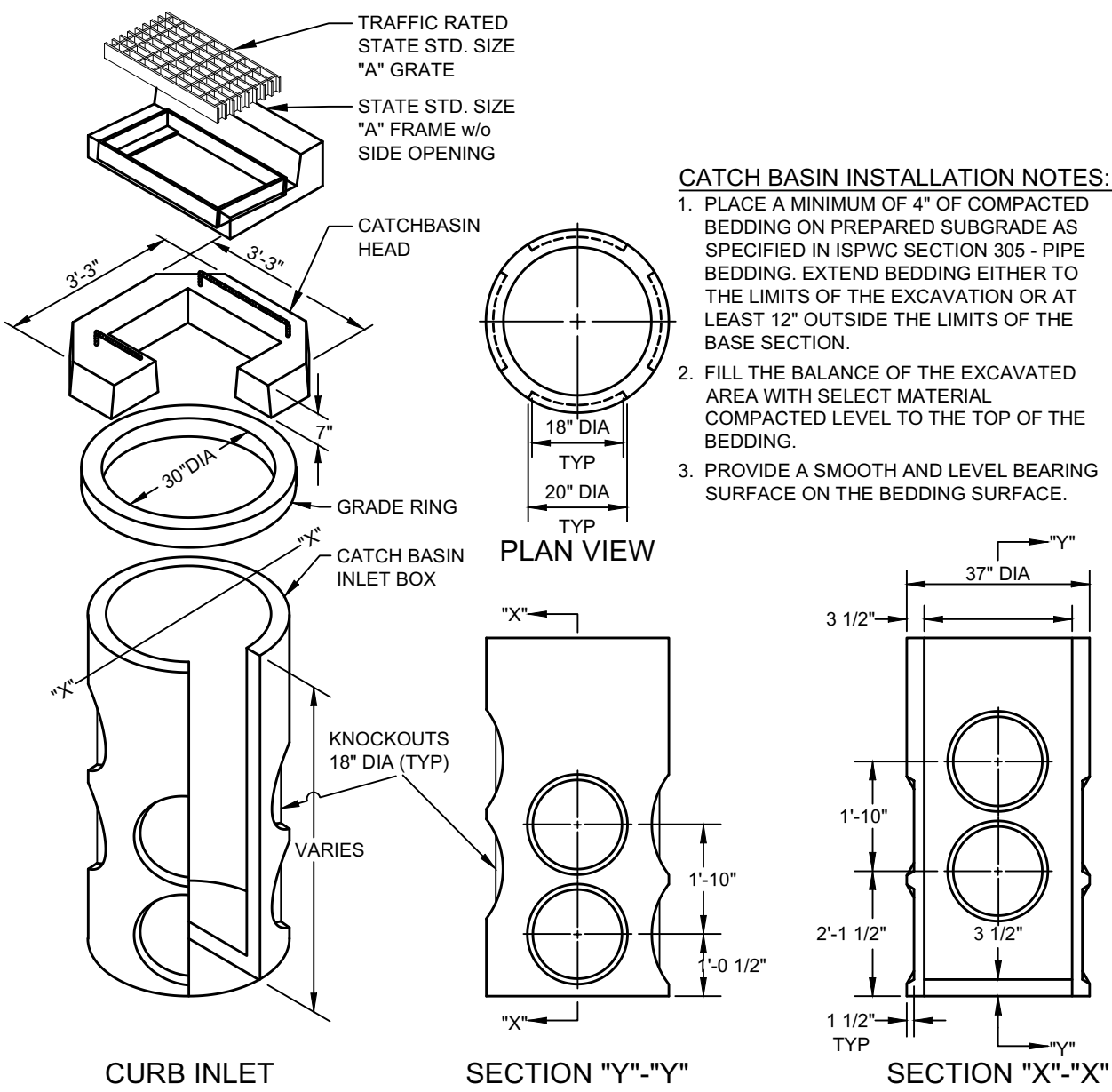
PROJECT INFORMATION
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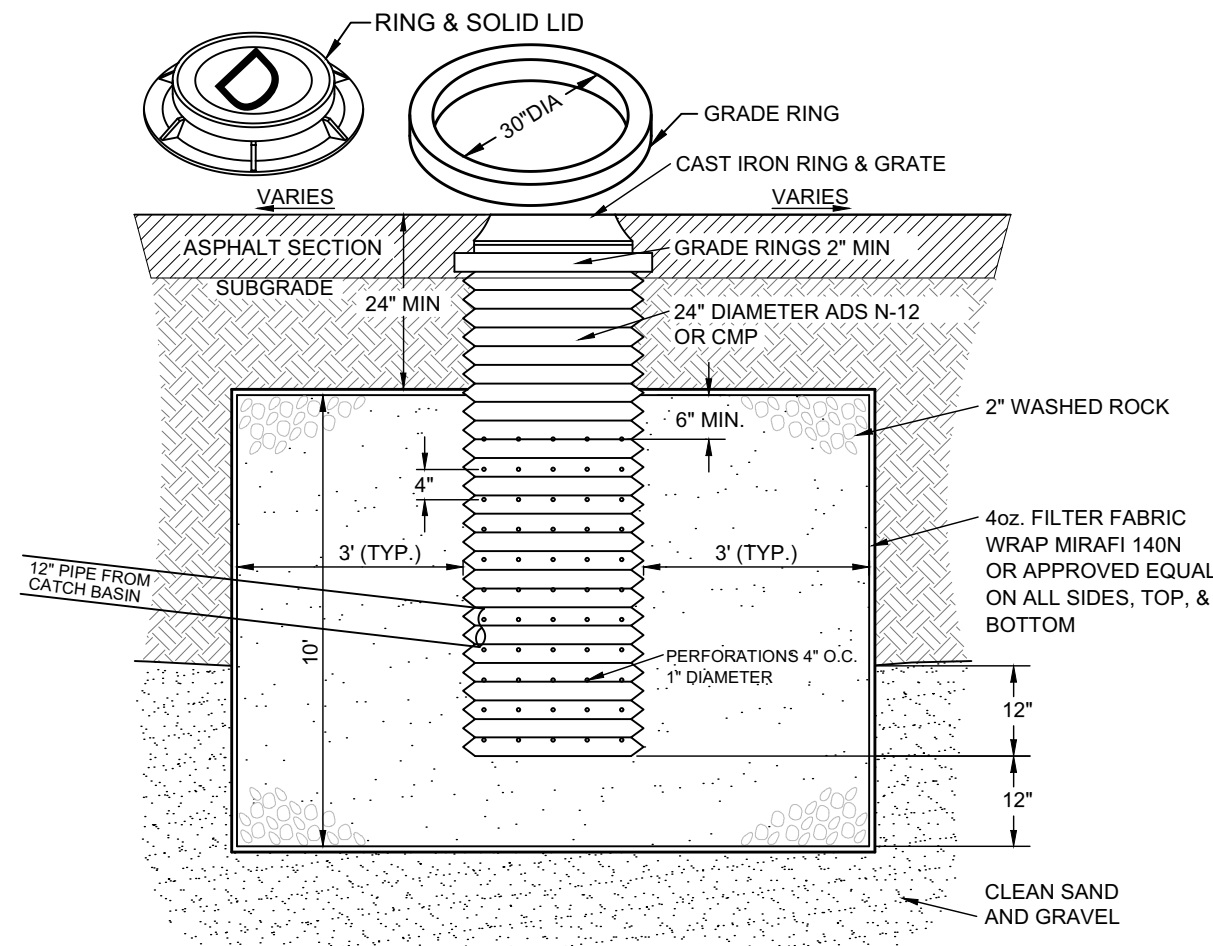
SKS/CT
DESIGNED BY
SKS/CT
DRAWN BY
SMF/JCL
CHECKED BY

GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Haley, Idaho 83333
(208) 788-1705
email: galena@galena-engineering.com

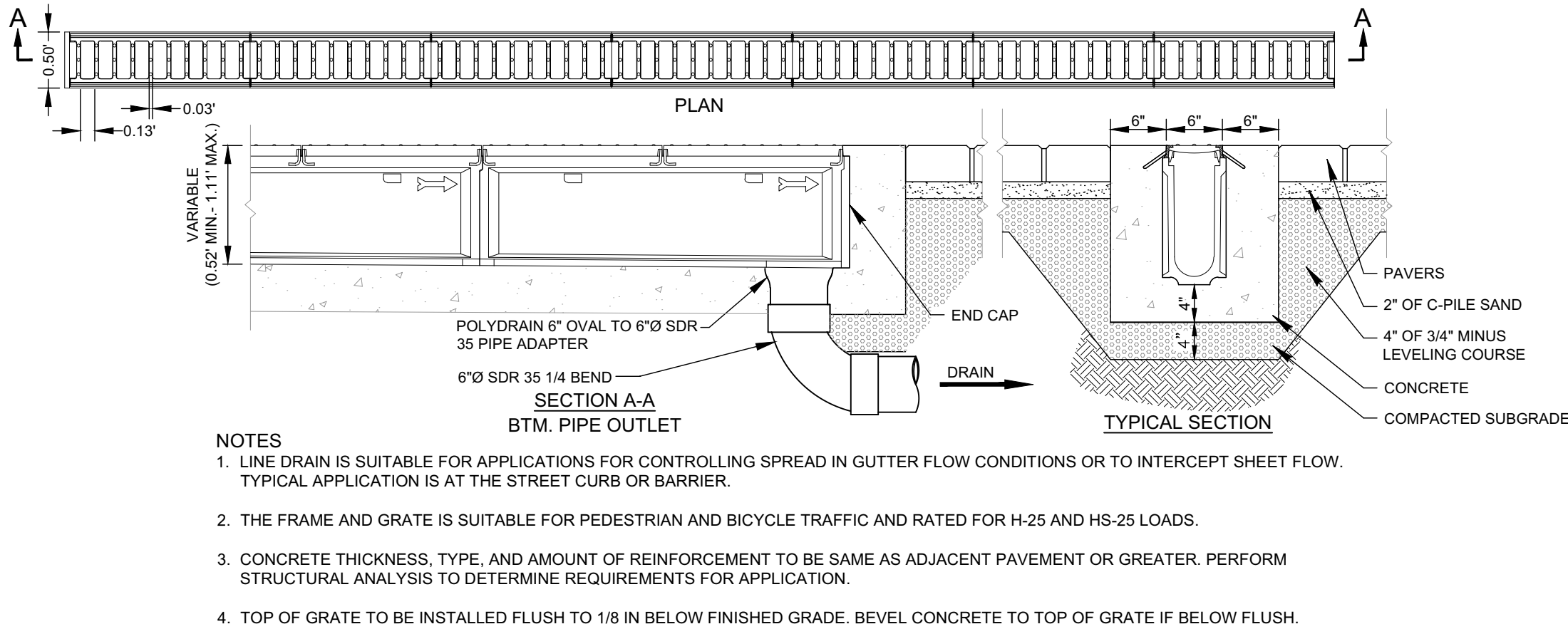
NO.	DATE	BY	REVISIONS
1	05/05/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
2	06/19/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
3	05/04/22	SMF	SIDEWALK TYPE REVISIONS: CONC. FLOOR @ UTS IN ALLEY
4	06/22/22	SMF	ADD NORTHWEST CANOPY COLUMNS
5	07/22/22	SMF	ADD 331 N WALNUT AVE. DESIGN
6	09/09/22	JCL	REVISIONS PER CITY COMMENTS (09/06/2022)



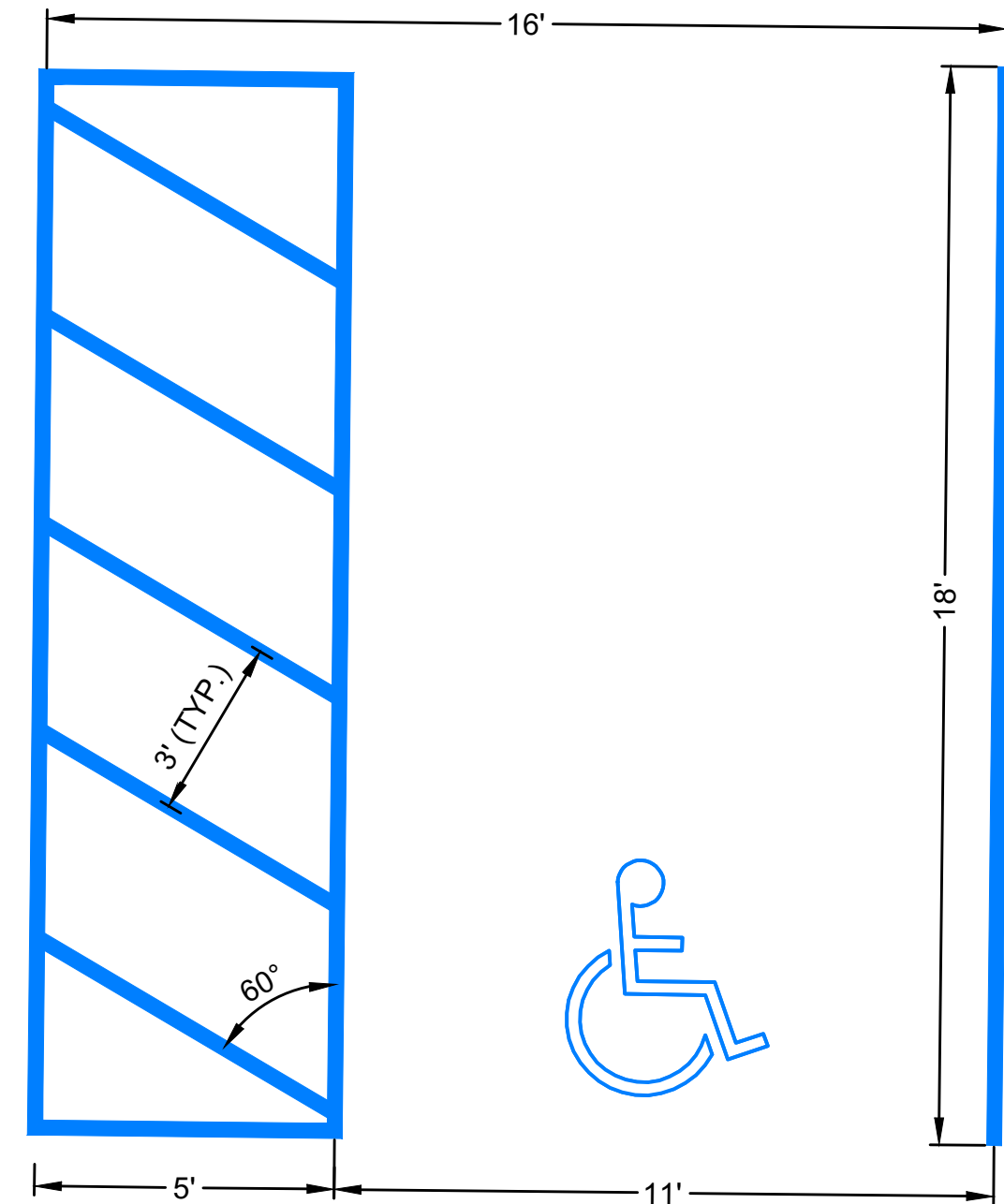
1
C0.2 **30" DIAMETER CATCH BASIN**
N.T.S.



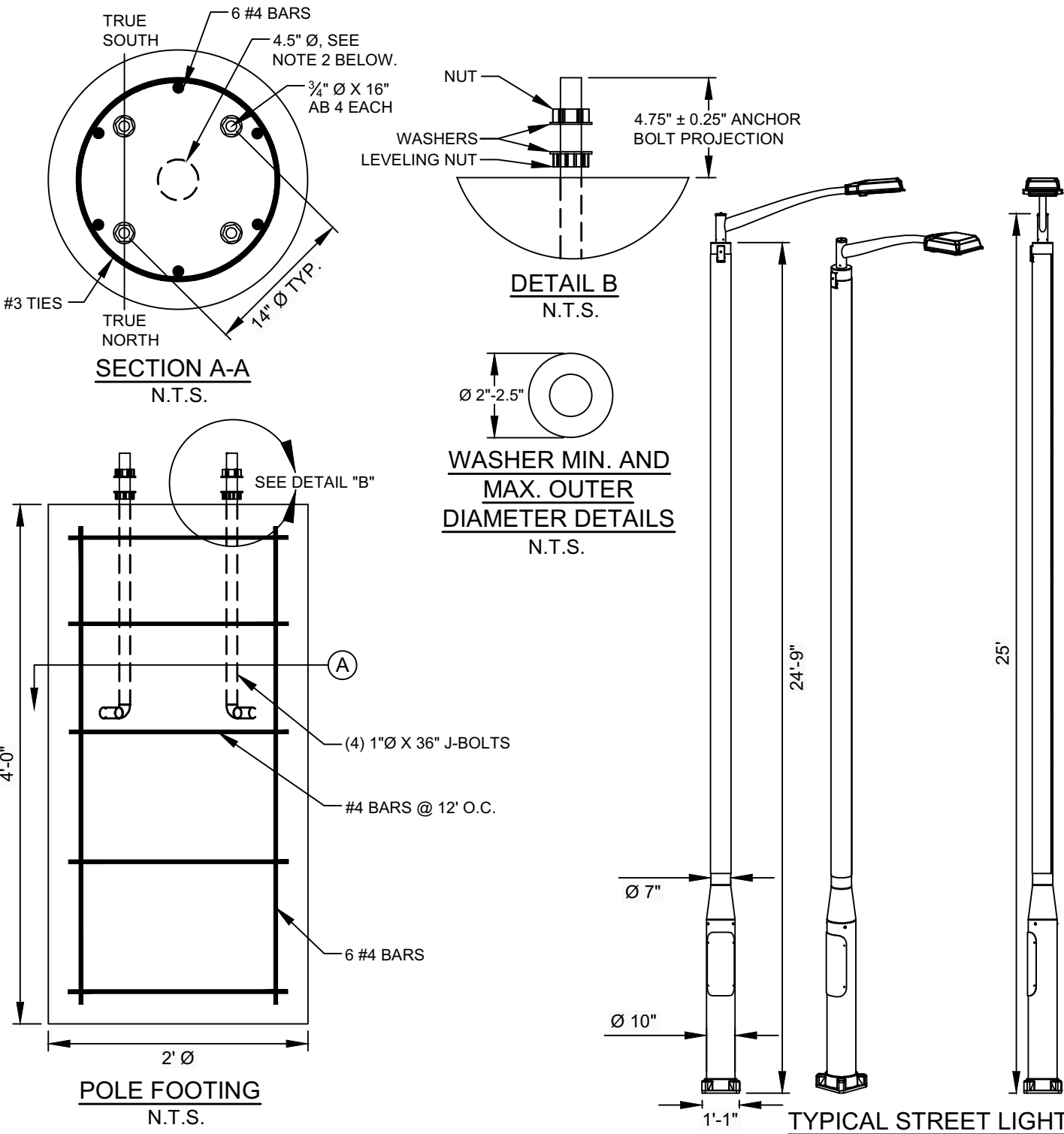
2
C0.2 **DRYWELL DETAIL (8' Ø)**
N.T.S.



3
C0.2 **TRENCH DRAIN DETAIL**
(ABT INTERCEPTOR LINE DRAIN OR APPROVED EQUAL)
N.T.S.

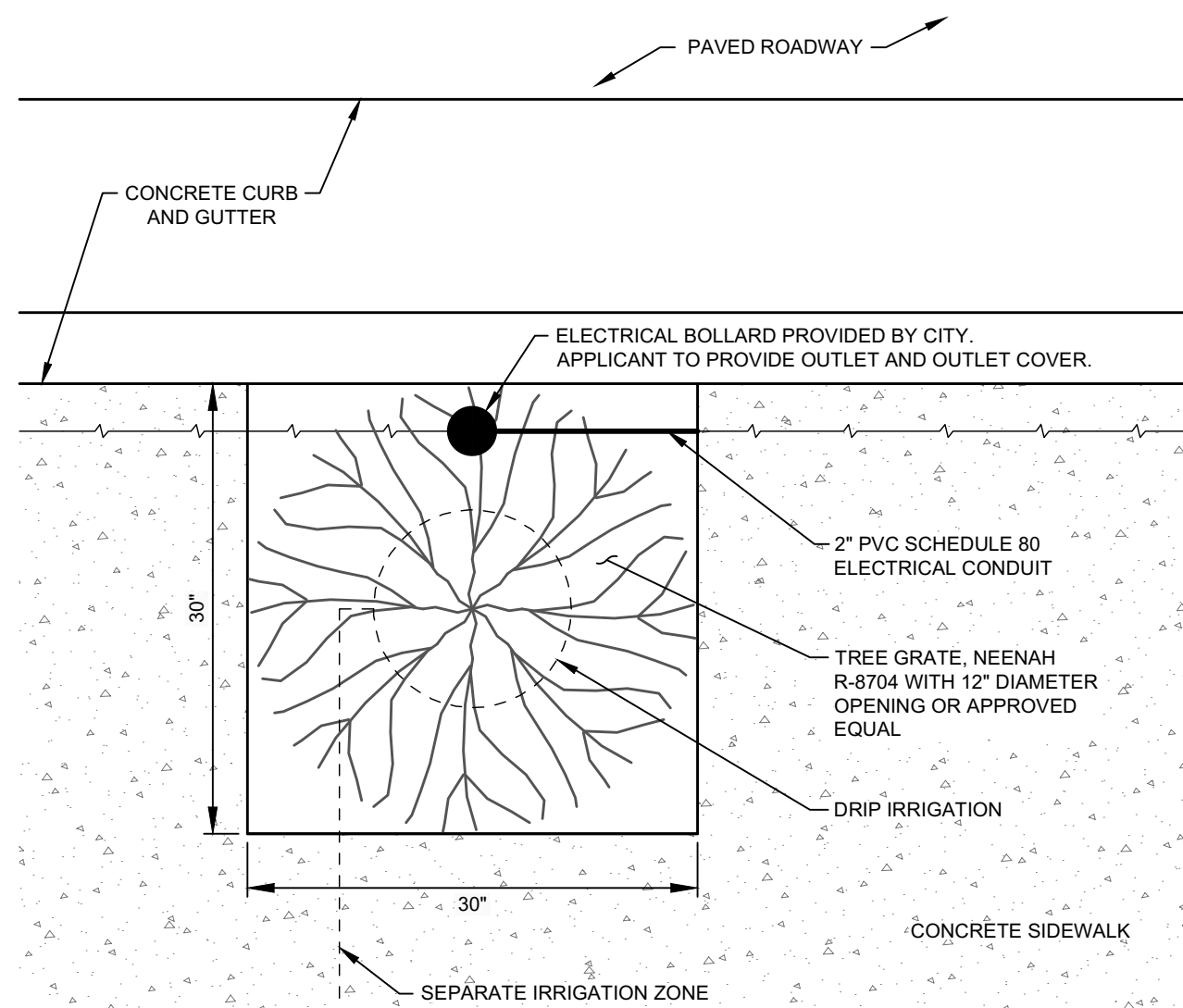


4
C0.2 **ADA PARKING SPACE DIMENSIONS**
N.T.S.



- NOTES:**
1. STREET LIGHT IS SOLARONE RFS DESIGN 158 LFP OR APPROVED EQUAL.
 2. ANY CONDUITS AND/OR GROUNDING WIRES MUST BE HARDWIRED AND CONTAINED WITHIN A 4.5" Ø CIRCLE CENTERED ON THE FOUNDATION. GROUNDING ELECTRODE WIRE AND AC SUPPLY WIRE (IF REQUIRED) ARE 5' MIN. ABOVE THE BASE.
 3. ANCHOR BOLT ORIENTATION TO TRUE NORTH/SOUTH IS ONLY RELEVANT FOR OFF-GRID SOLAR POLES. DISREGARD FOR GRID-TIED POLES.
 4. GROUNDING WIRE MUST BE 60" FROM BASE SO IT CAN REACH THE GROUNDING LUG INSIDE THE POLE.
 5. STREET LIGHT SHALL BE 25' IN HEIGHT OR AS APPROVED BY CITY OF KETCHUM.

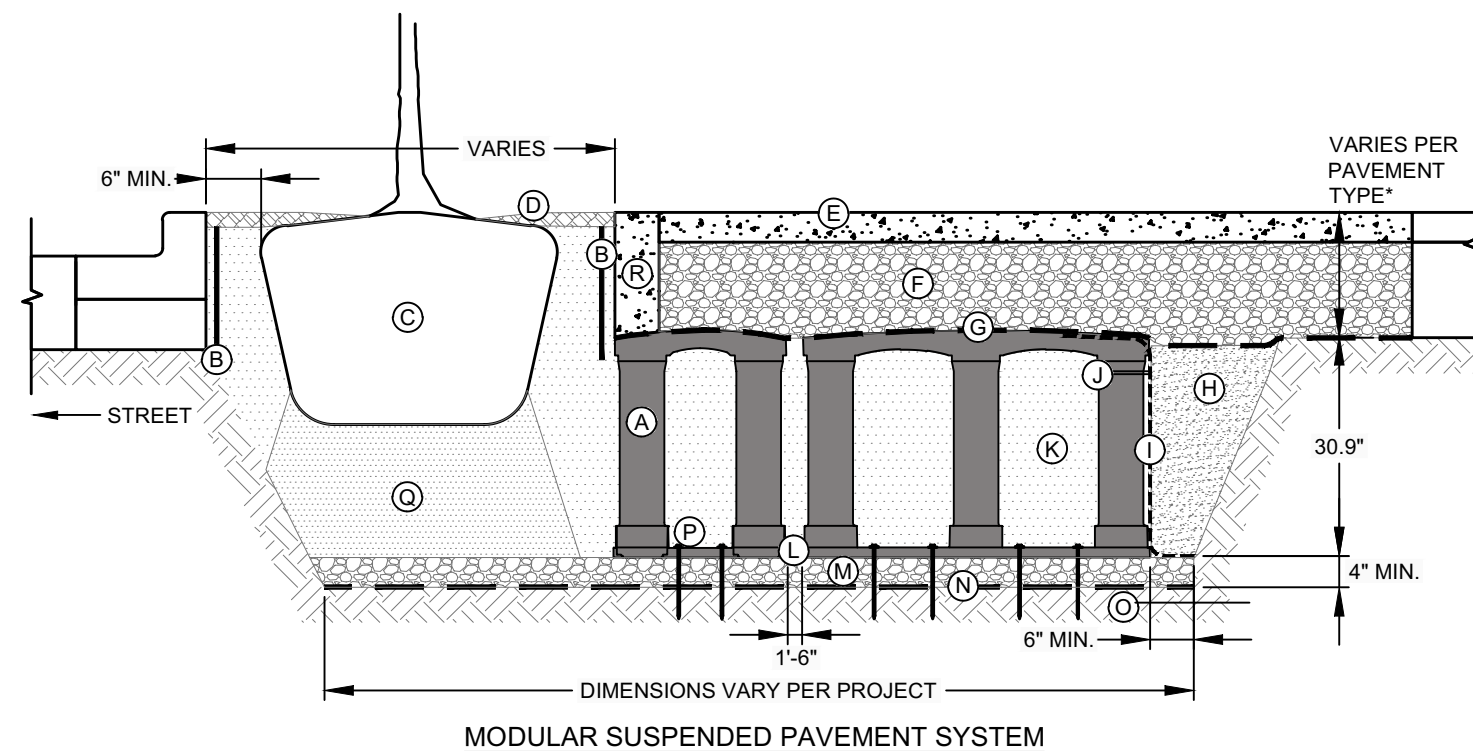
5
C0.2 **TYPICAL STREET LIGHT**
N.T.S.



- NOTES:**
1. TREE TO BE 3" MINIMUM CALIPER AUTUMN BLAZE MAPLE OR APPROVED EQUAL.
 2. CITY OF KETCHUM REQUIRES DRIP IRRIGATION TO BE ON A SEPARATE ZONE WITH HUNTER/RAINWISE SMART CLOCK, OR APPROVED EQUAL, FOR REMOTE ACCESS BY CITY.
 3. APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER.
 4. NO DIRECT BURIAL WIRE PERMITTED.
 5. TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

PLAN VIEW

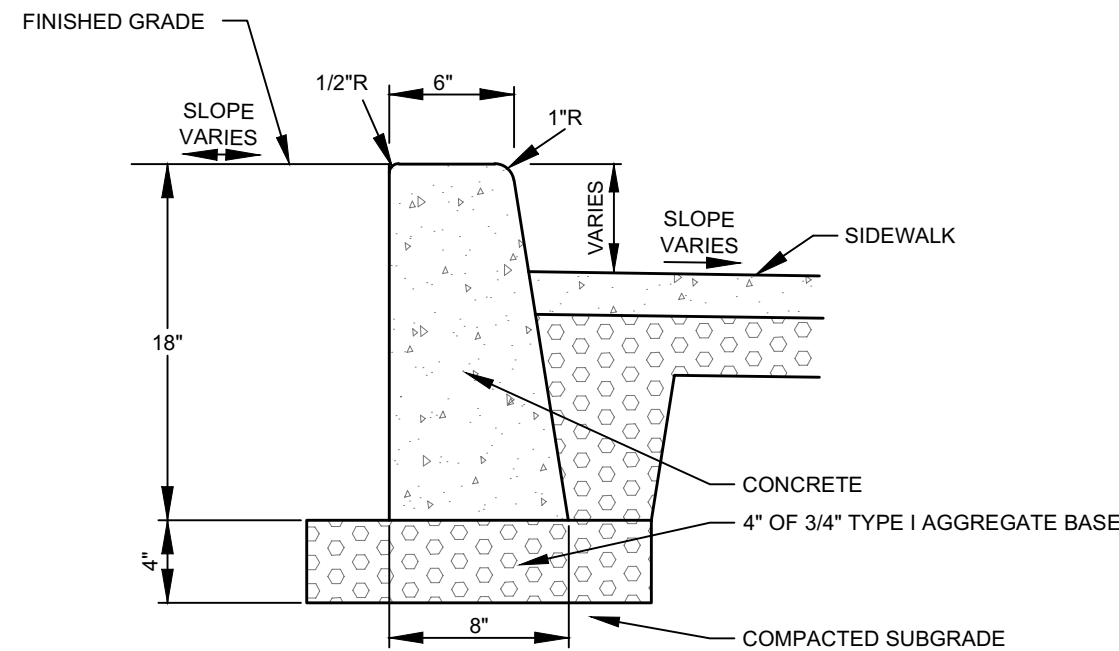
6
C0.2 **TREE WELL DETAILS**
N.T.S.



- KEY PLAN:**
- SILVA CELL SYSTEM (DECK, BASE, AND POSTS) OR APPROVED EQUAL.
 - DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION, INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT.
 - TREE ROOT PACKAGE, SIZE VARIES
 - TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
 - SURFACE TREATMENT, PER PROJECT
 - AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
 - GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECK
 - BACKFILL, PER PROJECT SPECIFICATIONS
 - GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" (150 mm) TOE (OUTWARD FROM BASE) AND 12" (305 mm) EXCESS (OVER TOP OF DECK).
 - CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE
 - PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
 - SILVA CELL BASE SLOPE, 10% MAX
 - 4" (100 mm) MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR
 - GEOTEXTILE TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
 - SUBGRADE, COMPACTED TO 95% PROCTOR
 - PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION
 - PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
 - CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

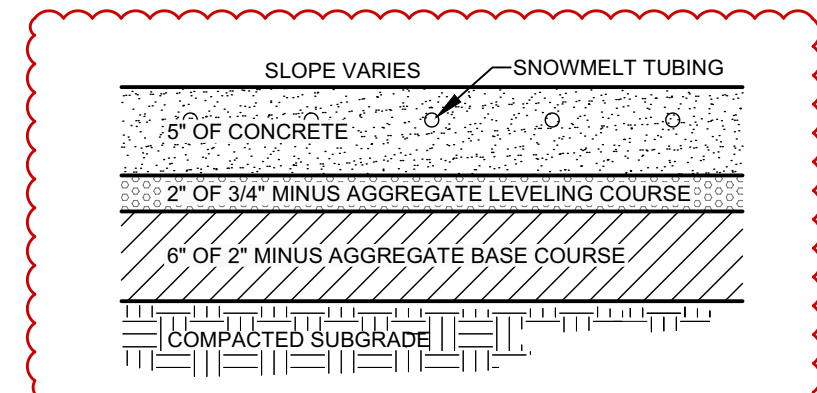
- NOTES:**
1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.
 2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL.

SECTION VIEW



- NOTES:**
1. SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 2. MATERIALS SHALL CONFORM WITH CURRENT ISWPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
 4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
 5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).

7
C0.2 **CONCRETE VERTICAL CURB**
N.T.S.



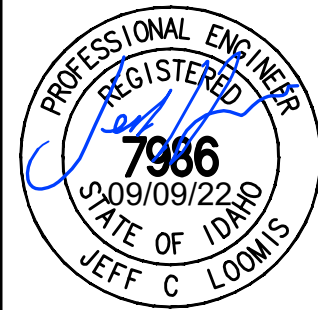
- NOTES:**
1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
 2. CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.
 3. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS.
 4. MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISWPC SPECIFICATIONS.

8
C0.2 **TYPICAL CONCRETE SIDEWALK SECTION**
N.T.S.

DETAIL SHEET
4TH AND WALNUT

LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR WALNUT & FOURTH LLC

PROJECT INFORMATION
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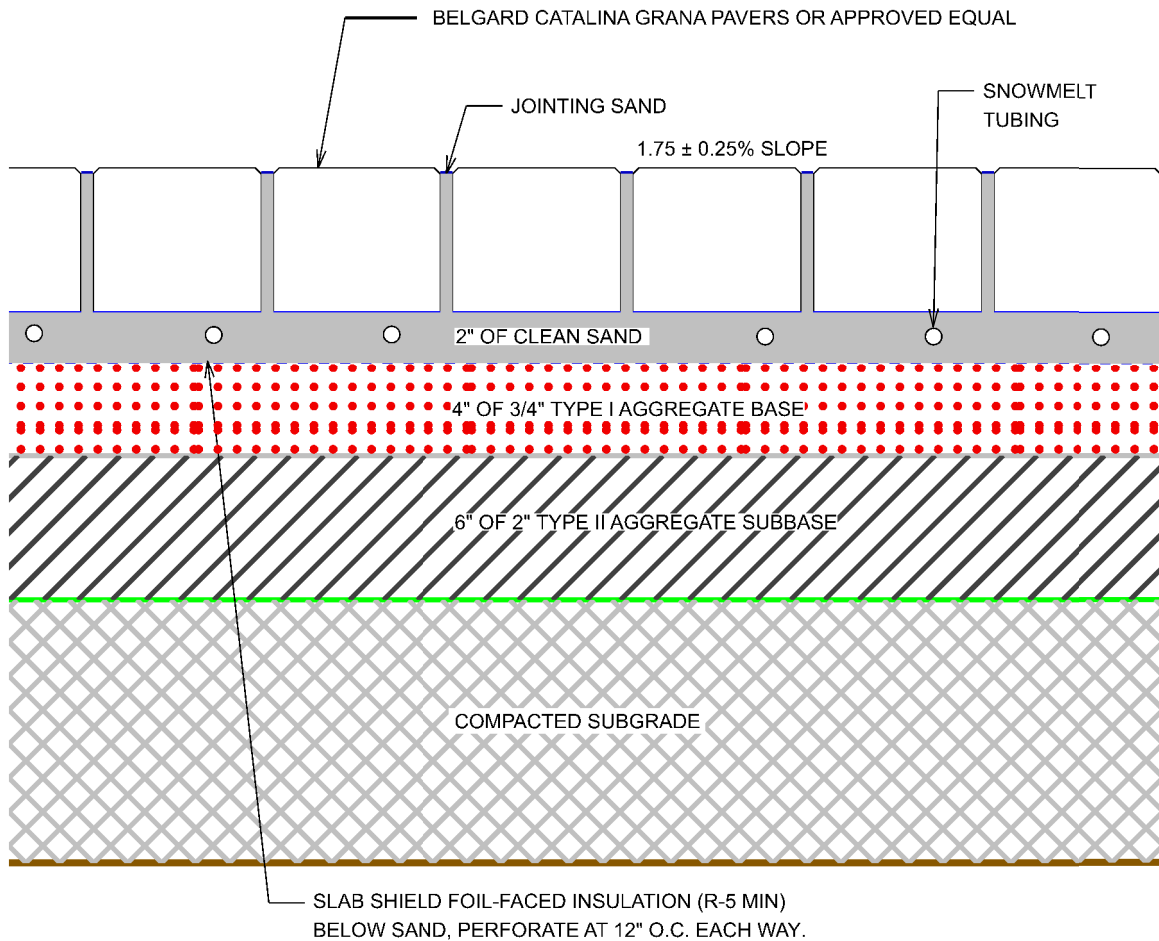


SKS/CT
DESIGNED BY
SKS/CT
DRAWN BY
SMF/JCL
CHECKED BY

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

PURPOSE: ISSUE FOR BUILDING PERMIT (01/21/2021)

NO.	DATE	BY	REVISIONS
A	05/05/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
A	06/18/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS
A	05/04/22	SMF	SIDEWALK TYPE REVISIONS: CONC. FLOOR @ UT'S IN ALLEY
A	06/22/22	SMF	ADD NORTHWEST CANOPY COLUMNS
A	07/22/22	SMF	ADD 331 N WALNUT AVE. DESIGN
A	09/09/22	JCL	REVISIONS PER CITY COMMENTS (09/05/2022)



NOTES:

1. POLYMERIC SAND CAN BE USED AT EDGES TO PREVENT WEED, ANT INTERFERENCE.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC AND CITY OF KETCHUM STANDARDS.
3. SNOWMELT TUBING RADII, FREQUENCY DEPENDS ON SNOW REMOVAL UPKEEP.
4. SNOWMELT REQUIRED FOR PROJECTS IN THE COMMUNITY CORE AND TOURIST ZONINGS.
5. PAVERS INSTALLED ON FOURTH STREET SHALL BE BELLGARD CATALINA GRANA IN THE COLOR VICTORIAN.

REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING	DRAWING NO.
REV 3	CITY	3/8/2021	PAVER SIDEWALK	16

Walnut & 4th ROW Snowmelt Narrative

The snowmelt system in the public right-of-way on 4th St. and Walnut Ave. in front of the Gold Mine & Walnut & 4th, will be installed in accordance with City of Ketchum standard drawing #16.

Our system includes: Tekmar snow and ice #090 "in ground sensor" used with the Tekmar snow melting #670 controls to automatically detect snow or ice on the sidewalk. These controls will be configured to shut off the system when the pavement temperature is above 50 degrees F. and precipitation is not falling. The system will be configured to shut off when the outdoor temperature is above 40 degrees F.

I have attached the city standard detail #16 and specs for the snowmelt system below for your reference.



Lochinvar®

FTXL 1.0 FIRE TUBE CONDENSING BOILER

Submittal Sheet

FTX1.0-Sub-01

FTXL FIRE TUBE COMMERCIAL BOILERS

Job Name: _____

Model No. FTX1000

Location: _____

Type Gas: Natural ☒ LP ☐

Engineer: _____

Equipment Tag(s): _____

Agent/Wholesaler: _____

Contractor: _____

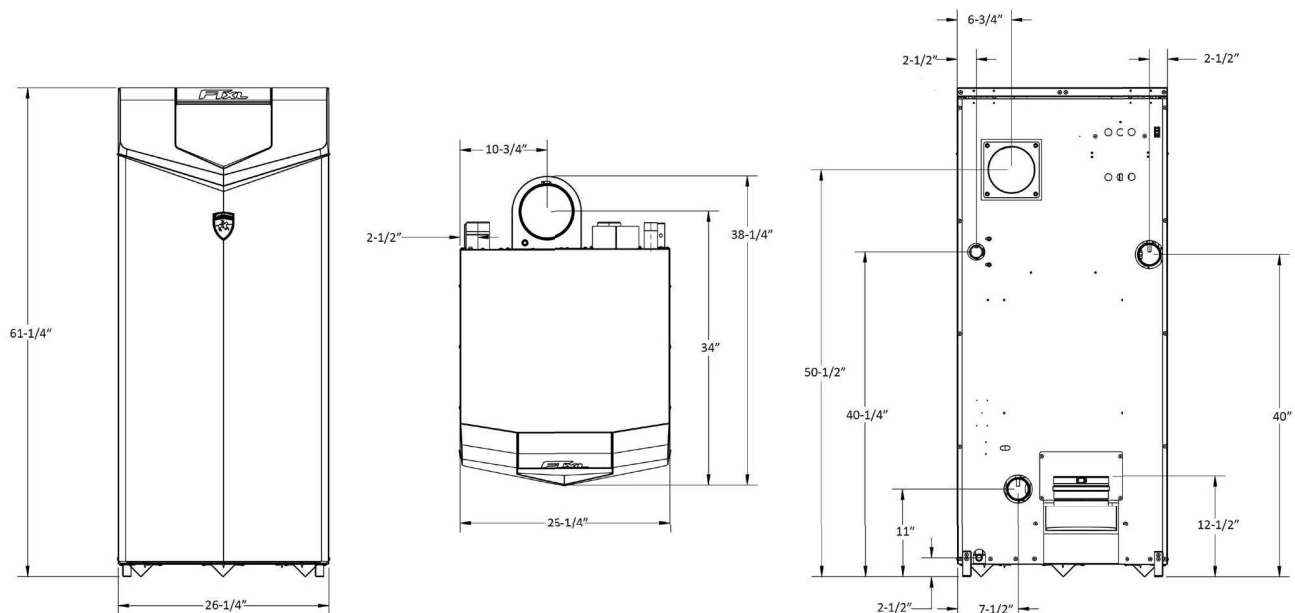
NOTES:

FOR EASE IN ORDERING
BY MODEL NUMBER

FTX	1000	N	M13
FTXL Boiler	999,000 Btu/hr Input	Natural Gas	M13 Firing Control

This model is:

- FTXL Fire Tube boiler
- 999,000 Btu/hr
- Natural gas
- M13 Firing Controls



FTX1000

FTXL BOILER								DIMENSIONS & SPECIFICATIONS							
Model Number	Input MBH			Gross Output MBH	Net AHRI Rating MBH	Comb. Eff. %	Therm. Eff. %	Flow(GPM)	HEX Water Volume (Gal)		Water Conn.	Vent Size	Air Inlet	Gas Conn.	Ship. Wt. (lbs.)
	Min Btu/hr	Max Btu/hr	Turn down					Min	Max						
FTX1000(N,L)	99.9	999	10:1	982	854	99.0	98.3	30	150	19	2-1/2"	6"	6"	1-1/4"	670

*Information subject to change without notice. Dimensions shown are approximate and should not be used for construction purposes. Dimensions are in inches. Select "N" or "L" for Natural or LP gas. The Net AHRI Water Ratings shown are based on a piping and pickup allowance of 1.15. Lochinvar should be consulted before selecting a boiler for installations having unusual piping and pickup requirements, such as intermittent system operation, extensive piping systems, etc. The ratings have been determined under the provisions governing forced draft burners.

FTXL™ FIRE TUBE BOILER

Standard Features

- › **98.3% Thermal Efficiency**
- › **Modulating Burner with up to 10:1 Turndown**
 - Direct Spark Ignition
 - Low NOx Operation
 - Sealed Combustion
 - Low Gas Pressure Operation
- › **Stainless Steel Fire-Tube Heat Exchanger**
 - ASME-Certified, "H" Stamped
 - 160 psi Working Pressure
 - 50 psi Relief Valve
 - Combustion Analyzer Test Port
 - Fully Welded Design
- › **Vertical and Horizontal Direct Vent**
 - Direct Vent up to 100 feet
 - PVC, CPVC, Polypropylene or AL29-4C
- Factory Supplied Sidewall Vent Termination
- › **Smart System Control**
- › **Other Features**
 - On/Off Switch
 - Adjustable High Limit with Manual Reset
 - Automatic Reset High Limit
 - Manual Reset Low Water Cutoff
 - Flue Temperature Sensor
 - Low Air Pressure Switch
 - Temperature and Pressure Gauge
 - Condensate Trap
 - Zero Service Clearances
 - 10-Year Limited Warranty



Smart System Features

- › **CON•X•US Remote Connect**
- › **SMART TOUCH™ Touch Screen Operating Control**
- › **Full Color 7" Touchscreen LCD Display**
- › **Cascading Sequencer with Built-in Redundancy**
 - Selectable Cascade Type:
 - Lead Lag/Efficiency Optimization
 - Multiple Size Boilers
 - Front-End Loading
- › **3 Reset Temperatures Inputs w/Independent Outdoor Reset Curves for Each**
 - Outdoor Sensor
- › **Four-Pump Control**
 - System Pump with Parameter for Continuous Operation
 - Boiler Pump with Variable-Speed Control
 - Domestic Hot Water Boiler Pump
 - Domestic Hot Water Recirculation Pump Control with Sensor
- › **Building Management System Integration**
 - 0-10 VDC Input to Control Modulation or Setpoint
 - 0-10 VDC Input from Variable-Speed System Pump
 - 0-10 VDC Modulation Rate Output Signal
 - 0-10 VDC Enable/Disable Signal
- › **Programmable System Efficiency Optimizers**
 - Space Heating Night Setback
 - DHW Night Setback
 - Anti-Cycling
 - Ramp Delay
 - Boost Time and Temperature
- › **High-Voltage Terminal Strip**
 - 120 VAC/60 Hertz/1 Phase
 - Pump Contacts for 3 Pumps
- › **Low-Voltage Terminal Strip**
 - Building Recirculation Pump Start/Stop
 - Building Recirculation Return Temp Sensor
 - Contacts
 - Proving Switch Contacts
 - Flow Switch Contacts
 - Alarm Contacts
 - Runtime Contacts
 - 3 Space Heat Thermostat Contacts
 - Tank Thermostat Contacts
 - System Sensor Contacts
 - Tank Sensor Contacts
 - Cascade Contacts
 - 0-10 VDC BMS Contacts
 - 0-10 VDC Boiler Rate Output Contacts
 - 0-10 VDC Boiler Pump Speed Contacts
 - 0-10 VDC System Pump Speed Contacts
 - ModBus Contacts
- › **Time Clock**
- › **Data Logging**
 - Ignition Attempts
 - Last 10 Lockouts
 - Space Heat Run Hours
 - Domestic Hot Water Run Hours
 - Custom Maintenance Reminder with Contact Info
 - Password Security
 - Customizable Freeze Protection Parameters

Optional Equipment

- ☐ Alarm Bell
- ☐ BACnet MSTP Communications Kit
- ☐ BMS Gateway to BACnet or LonMark
- ☐ Common Vent Kit
- ☐ Condensate Neutralization Kit
- ☐ Constant-Speed Boiler Circulator
- ☐ Flow Switch
- ☐ High and Low Gas Pressure Switches w/Manual Reset
- ☐ ModBus Communication
- ☐ Motorized Isolation Valve
- ☐ Variable-Speed Boiler Circulator
- ☐ Wireless Outdoor Temperature Sensor
- ☐ 30 psi ASME Relief Valve
- ☐ 75 psi ASME Relief Valve
- ☐ 100 psi ASME Relief Valve
- ☐ 125 psi ASME Relief Valve
- ☐ 150 psi ASME Relief Valve
- › **Firing Controls**
 - ☐ M9 - Standard Construction
 - ☐ M13 - CSD-1/FM/GE Gap



Lochinvar, LLC
300 Maddox Simpson Parkway
Lebanon, Tennessee 37090
P: 615.889.8900 / F: 615.547.1000
f t i n Lochinvar.com



tekmar® Submittal

Snow / Ice Sensor 090



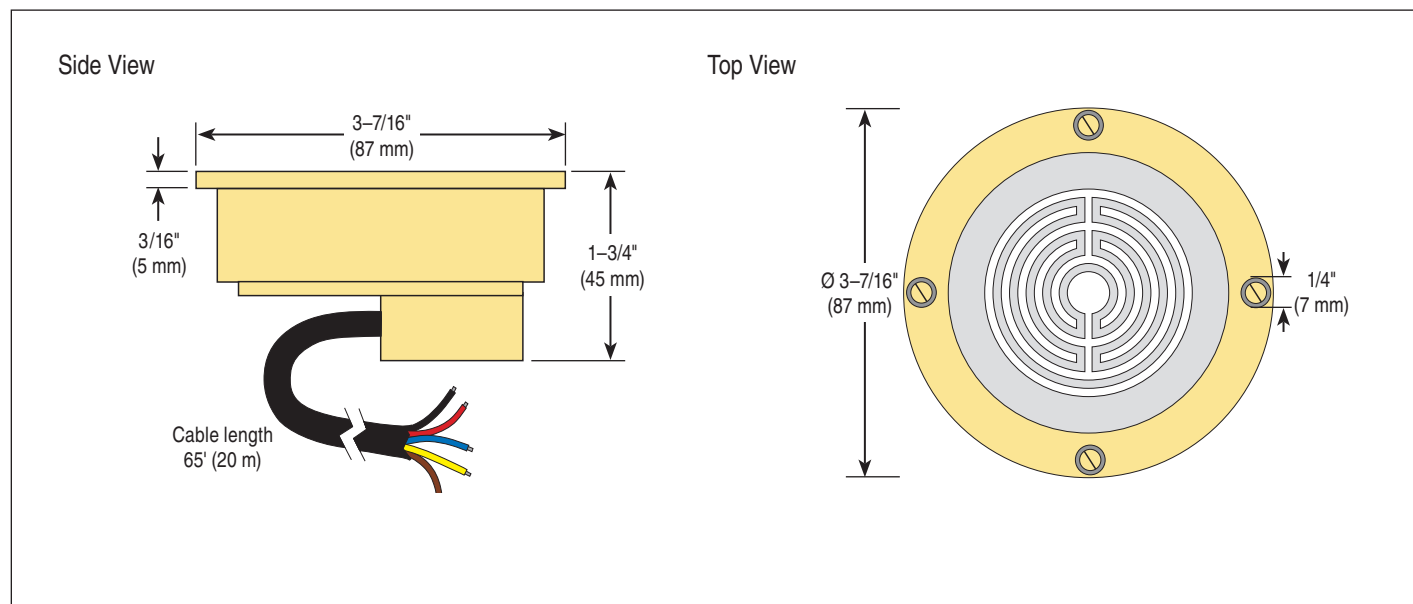
090_C

02/16

Snow Melting Replaces: 10/13

Job _____ Designer _____ Contact _____

The Snow/Ice Sensor 090 is an in ground sensor used with tekmar snow melting controls to automatically detect snow or ice on a driveway or walkway. The 090 has 65 ft (20 m) of wire. This product can be used in applications ranging from residential driveways to commercial building fronts such as emergency access entries. This sensor allows tekmar snow melting controls to automatically operate the snow/ice melt system only when snow or ice is present, while also providing temperature feedback to the control.



Specifications

Snow / Ice Sensor 090 In-slab, 65 ft. (20 m) Wire	
Literature	090_D, 090_C
Packaged weight	4.4 lb (2000 g)
Dimensions	1-3/4" H x 3-7/16" OD (45 mm H x 87 mm OD)
Sensor material	Silicon brass
Cable Material	65 ft. (20 m) 5 conductor stranded wire with polyethylene jacket
Approvals	CSA C US with tekmar Snow Melting Controls
Operating range	-30 to 170°F (-34 to 77°C)
Load rating	15,000 lb (66,723 N) distributed load, non-impact, installed in concrete according to the manual
Included	4 #4-40, 7/16" machined, stainless steel screws 4 #6-32, 3/8" flathead, slotted, stainless steel screws
Warranty	Limited 3 Year (See 090_D for full warranty)

Energy Saving Features

- Automatic snow/ice detection so melting systems only operate when needed

Additional Features

- Slab temperature sensing
- Long wire included so in field splicing is not necessary
- Designed for long life in driveway and walkway installations
- 65 ft (20 m) of cable

SPECIAL REQUIREMENTS

The Snow / Ice Sensor 090 must be operated by a tekmar Snow Melting Control 654, 661, 662, 664, 665, 667 or 680. Operation of the sensor by 3rd party control systems may result in electrolysis failures not covered by the tekmar Limited Warranty.



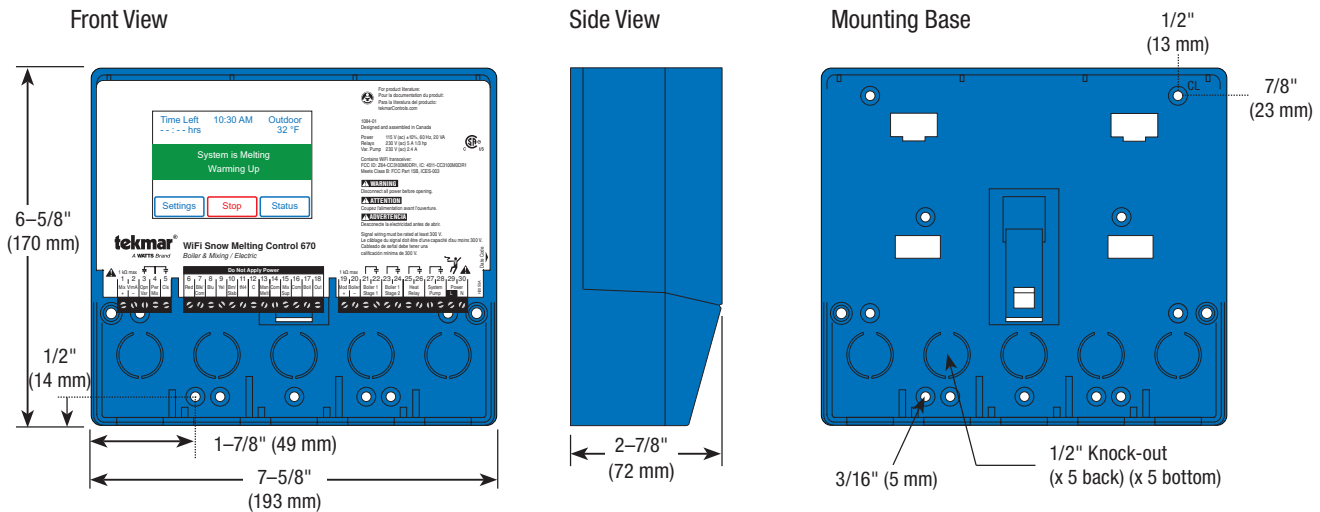
tekmar Control Systems Ltd., A Watts Water Technologies Company. Head Office: 5100 Silver Star Road, Vernon, B.C. Canada V1B 3K4, 250-545-7749, Fax. 250-984-0815 Web Site: tekmarControls.com

Submittal

Job _____ Designer _____ Contact _____

WiFi Snow Melting Control 670

The WiFi Snow Melting Control 670 operates hydronic and electric heating equipment designed to melt snow and/or ice from roads and walkway surfaces. The control works with the tekmar Snow/Ice Sensor 090 or Snow Sensor 095 to automatically detect snow or ice and operates a single boiler, steam valve, or electric cable to supply heat to the slab. Boiler return protection is provided to non-condensing boilers using a mixing valve or variable speed injection mixing pump. When connected to the Internet, the Watts® Home mobile app allows the 670 to be controlled remotely.



Features

- Mobile app for iOS and Android
- Automatic software updates
- Automatic snow/ice detection
- Supports both inslab & retrofit aerial sensors
- Supports multiple zones with priority
- Idling
- Auto Storm
- Warm Weather Shut Down
- Cold Weather Cut Off
- EconoMelt
- Slab Protection
- Tandem Snow/Ice Detection
- Equipment exercising

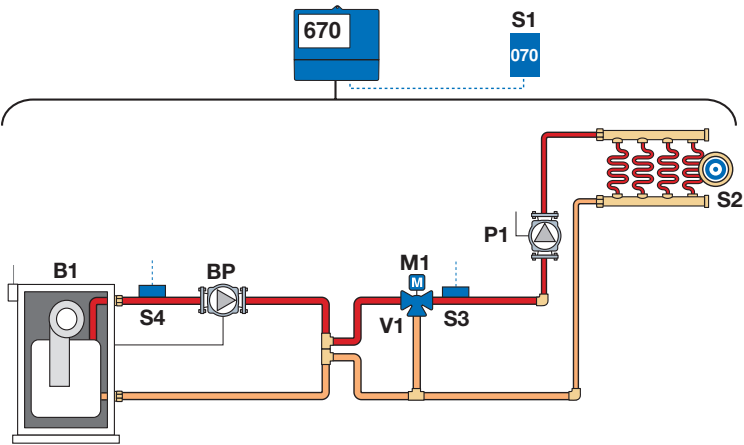
Specifications

WiFi Snow Melting Control 670 Boiler & Mixing / Electric	
Literature	670_A, 670_C, 670_D, 670_J, 670_U
Control	Microprocessor control. This is not a safety (limit) control
Packaged weight	4.3 lb. (1960 g)
Dimensions	6-5/8" H x 7-9/16" W x 2-13/16" D (170 x 193 x 72 mm)
Display	3.5" color touchscreen
Enclosure	Blue PVC plastic, NEMA type 1
Approvals	CSA C US, meets Class B: ICES & FCC Part 15
Ambient conditions	-4 to 122°F (-20 to 50°C), < RH 90% non-condensing, outdoor use permitted when installed inside a NEMA 3 enclosure
Power supply	115 V (ac) ±10%, 60 Hz, 20 VA
Relays	230 V (ac), 5 A, 1/3 hp
Boiler modulation output	0-10 V (dc) 500 Ω min impedance / 4-20 mA 1 kΩ max impedance
Injection mixing output	230 V (ac), 2.4 A, 1/6 hp, fuse T2.5 A 250V
Floating mixing output	230 V (ac), 5 A
Analog mixing output	0-10 V (dc) 500 Ω min impedance / 4-20 mA 1 kΩ max impedance
Manual melt call	Short or 0 - 32 V(ac)
Communications	WiFi 802.11n, 2.4 GHz, WPA2 encryption
Mobile app	Apple iOS 12 or higher, Android 8 or higher
Sensor	NTC thermistor, 10 kΩ @ 77°F (25°C ±0.2°C) β=3892
-Included	Outdoor Sensor 070 and 2 of Universal Sensor 082
-Optional	tekmar type # 072, 073, 082, 087, 090, 094, 095
Warranty	Limited 3 Year (See 670_D for full warranty)

tekmar product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact tekmar Technical Service. Watts reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on tekmar products previously or subsequently sold.

Sample Application Drawing

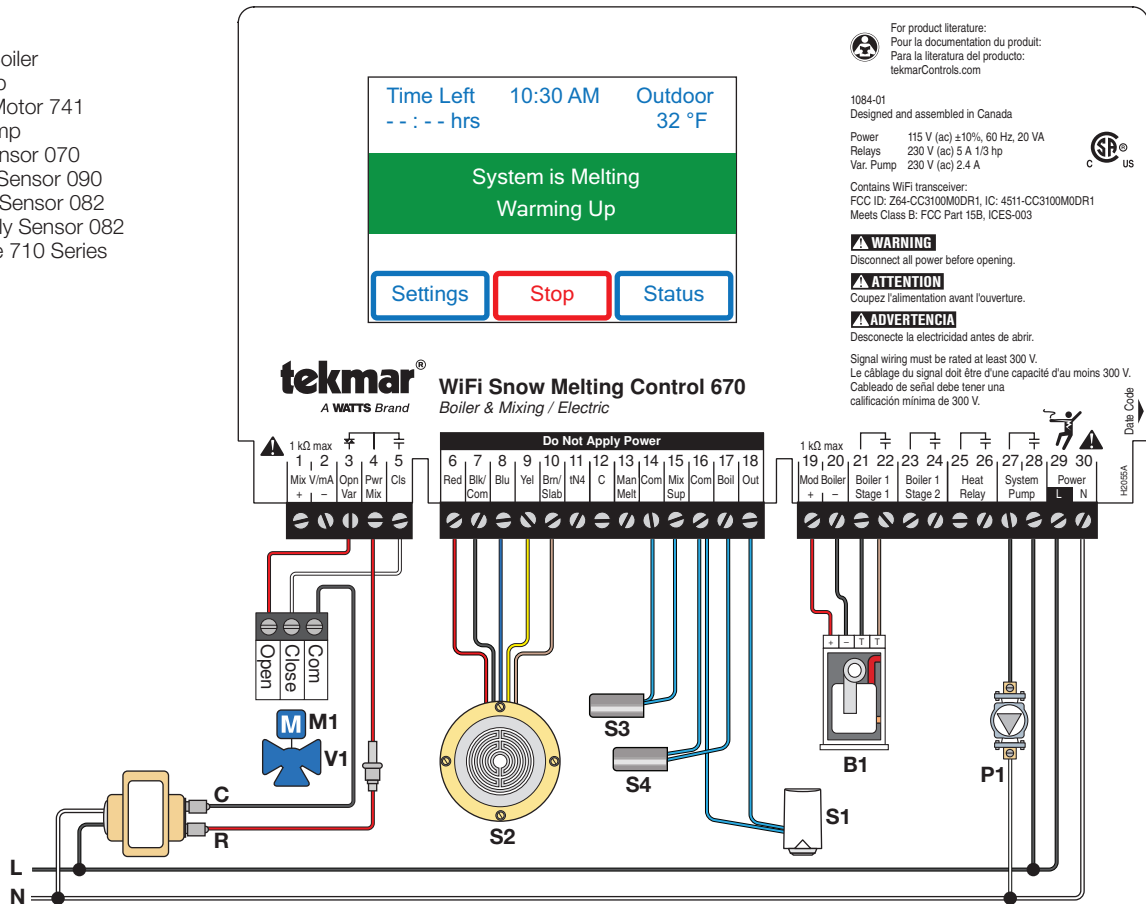
Sample Mechanical diagram



Sample Electrical diagram

Legend

- B1 = Mod-Con Boiler
- BP = Boiler Pump
- M1 = Actuating Motor 741
- P1 = System Pump
- S1 = Outdoor Sensor 070
- S2 = Snow / Ice Sensor 090
- S3 = Mix Supply Sensor 082
- S4 = Boiler Supply Sensor 082
- V1 = Mixing Valve 710 Series



NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

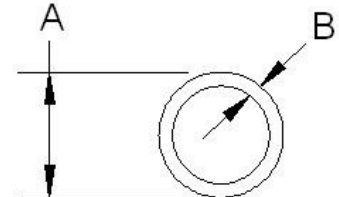
PRODUCT SUBMITTAL 102

RAUPEX O₂ barrier pipe



Product: RAUPEX® O₂ barrier pipe

Date: 11 February 2021 (supersedes 31 July 2019)



Article No.	Nominal Size in	Average OD A in (mm)	Minimum Wall Thickness B In (mm)	Weight lb/ft (kg/m)	Capacity gal/ft (l/m)
136008	3/8	0.500 (12.70)	0.070 (1.78)	0.05 (0.07)	0.0050 (0.0624)
136031	1/2	0.625 (15.88)	0.070 (1.78)	0.06 (0.08)	0.0098 (0.1222)
136880	5/8	0.750 (19.05)	0.083 (2.12)	0.08 (0.11)	0.0134 (0.1671)
136051	3/4	0.875 (22.22)	0.097 (2.47)	0.10 (0.15)	0.0189 (0.2356)
136011	1	1.125 (28.58)	0.125 (3.18)	0.17 (0.26)	0.0316 (0.3939)
136283	1 1/4	1.375 (34.92)	0.153 (3.88)	0.25 (0.37)	0.0467 (0.5827)
136293	1 1/2	1.625 (41.28)	0.181 (4.59)	0.35 (0.52)	0.0650 (0.8118)
136303	2	2.125 (53.98)	0.236 (6.00)	0.60 (0.90)	0.1114 (1.3906)

For updates to this publication, visit na.rehau.com/resourcecenter

The information contained herein is believed to be reliable, but no representations, guarantees or warranties of any kind are made as to its accuracy, suitability for particular applications or the results to be obtained therefrom. Before using, the user will determine suitability of the information for user's intended use and shall assume all risk and liability in connection therewith.

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PRODUCT SUBMITTAL 102

RAUPEX O₂ barrier pipe



TECHNICAL DESCRIPTION

Specification	English	SI	Standard	Specification	English	SI	Standard
Minimum Density	58 lb/ft ³	926 kg/m ³	ASTM F876	Tensile Strength	4194-4355 psi @ 68°F 2610-2900 psi @ 176°F per ASTM D638	26-30 N/mm ² @ 20°C 18-20 N/mm ² @ 80°C per ASTM D638	--
Min. Degree of Crosslinking	70%	70%	ASTM F876	Roughness	e=0.00028 in	e=0.007 mm	--
Max. Thermal Conductivity	2.84 Btu in./(ft ² °F hr)	0.41 W/(m°K)	DIN 16892	Temperature Working Range	-40 to 200°F	-40 to 93°C	--
Coefficient of Linear Expansion	9.33X10 ⁻⁴ in/ft°F @ 68°F 1.33x10 ⁻³ in/ft°F @ 212°F	0.14 mm/(m°C) @ 20°C 0.2 mm/(m°C) @ 100°C	Mean @ 20-70°C per DIN 16892	O ₂ Permeability	--	<=0.32 mg/m ² /day @ 40°C	DIN 4726
IZOD Impact Res.	No Break	No Break	--	Max. Short-term Exposure	150 psig @ 210°F (48 hr)	1035 kPa @ 99°C (48 hr)	ASTM F876
Modulus of Elasticity	87,000-130,500 psi @ 68°F 43,500-58,000 psi @ 176°F	600-900 N/mm ² @ 20°C 300-400 N/mm ² @ 80°C	Minimum @ 20°C per DIN 16892	UV Resistance	See TB218		ASTM F2657

FUNCTIONAL DESCRIPTION

RAUPEX O₂ barrier pipe is manufactured using REHAU's high-pressure peroxide method for crosslinked polyethylene (PEXa). RAUPEX pipe meets or exceeds the requirements of ASTM F876, F877, NSF 61, CSA B137.5 and PPI TR-3. RAUPEX O₂ barrier pipe is SDR9, red in color and for use with the EVERLOC+® compression-sleeve system certified to ASTM F877, the REHAU F1960 cold expansion fitting system certified to ASTM F1960, and RAUPEX compression nut fittings. See REHAU *Technical Bulletin TB261* for other compatible PEX fitting systems. RAUPEX O₂ barrier pipe has a co-extruded oxygen diffusion barrier that exceeds the strict requirements of DIN 4726. RAUPEX pipe is manufactured by REHAU using a quality management system which has been certified to the latest version of ISO 9001.

LONG TERM STRENGTH

The maximum temperature and pressure ratings of the RAUPEX pipe are in accordance to ASTM F876, CSA B137.5 and PPI TR-3. The designer shall determine the actual conditions and apply the appropriate and additional design factors as required for any particular project. The temperature and pressure ratings apply to the application of RAUPEX pipe for conveying heating and cooling water at the 2.0 safety factor on allowable working pressure according to ASTM and CSA. According to the REHAU *PEXa Limited Warranty*, the RAUPEX pipe warranty period of 25 years is for operating conditions at or below 180°F (82.2°C) in permitted applications when the handling, use, installation and maintenance continually complies with all REHAU technical guidelines.

RAUPEX SDR9

maximum pressures and temperatures	design factors
160 psi @ 73.4°F (1055 kPa @ 23°C)	0.50 (per ASTM F876, CSA B137.5)
100 psi @ 180°F (690 kPa @ 82.2°C)	0.50 (per ASTM F876, CSA B137.5)
80 psi @ 200°F (550 kPa @ 93.3°C)*	0.50 (per ASTM F876, CSA B137.5)

* REHAU defines Elevated Temperature Applications as those with operating conditions greater than 180°F (82.2°C).

When REHAU PEXa pipes are planned to be operated in Elevated Temperature Applications, contact REHAU Engineering to verify your project conditions comply with the REHAU *PEXa Limited Warranty* in accordance to REHAU *Technical Bulletin TB230 Elevated Temperature Applications*.

For updates to this publication, visit na.rehau.com/resourcecenter

The information contained herein is believed to be reliable, but no representations, guarantees or warranties of any kind are made as to its accuracy, suitability for particular applications or the results to be obtained therefrom. Before using, the user will determine suitability of the information for user's intended use and shall assume all risk and liability in connection therewith.

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Attachment C:
331 N Walnut Ave
Right-of-Way Encroachment
Agreement 22815

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 22815

THIS AGREEMENT, made and entered into this ____ day of November, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Jenny Emery Davison, representing The Community Library Association, (collectively referred to as "Owner"), whose address is Post Office Box 2168, Ketchum, Idaho 83340.

RECITALS

WHEREAS, Owner is the owner of real property described as 331 N Walnut Avenue ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a hydronic snowmelt system for new heated concrete sidewalks along Walnut Avenue. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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 a hydronic snowmelt system for new heated concrete sidewalks identified in Exhibit "A" within the public right-of-way on Walnut 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. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.

3. Snowmelt systems installed in the public right-of-way shall be installed and operate at all times during the winter according to the following:
- The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)

- The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
- Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

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

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

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

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

8. 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.

9. 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.

10. 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.

11. 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.

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

13. 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.

By: _____
Jenny Emery Davidson
The Community Library Association
Its: Executive Director

By: _____
Neil Bradshaw
The City of Ketchum
Its: Mayor

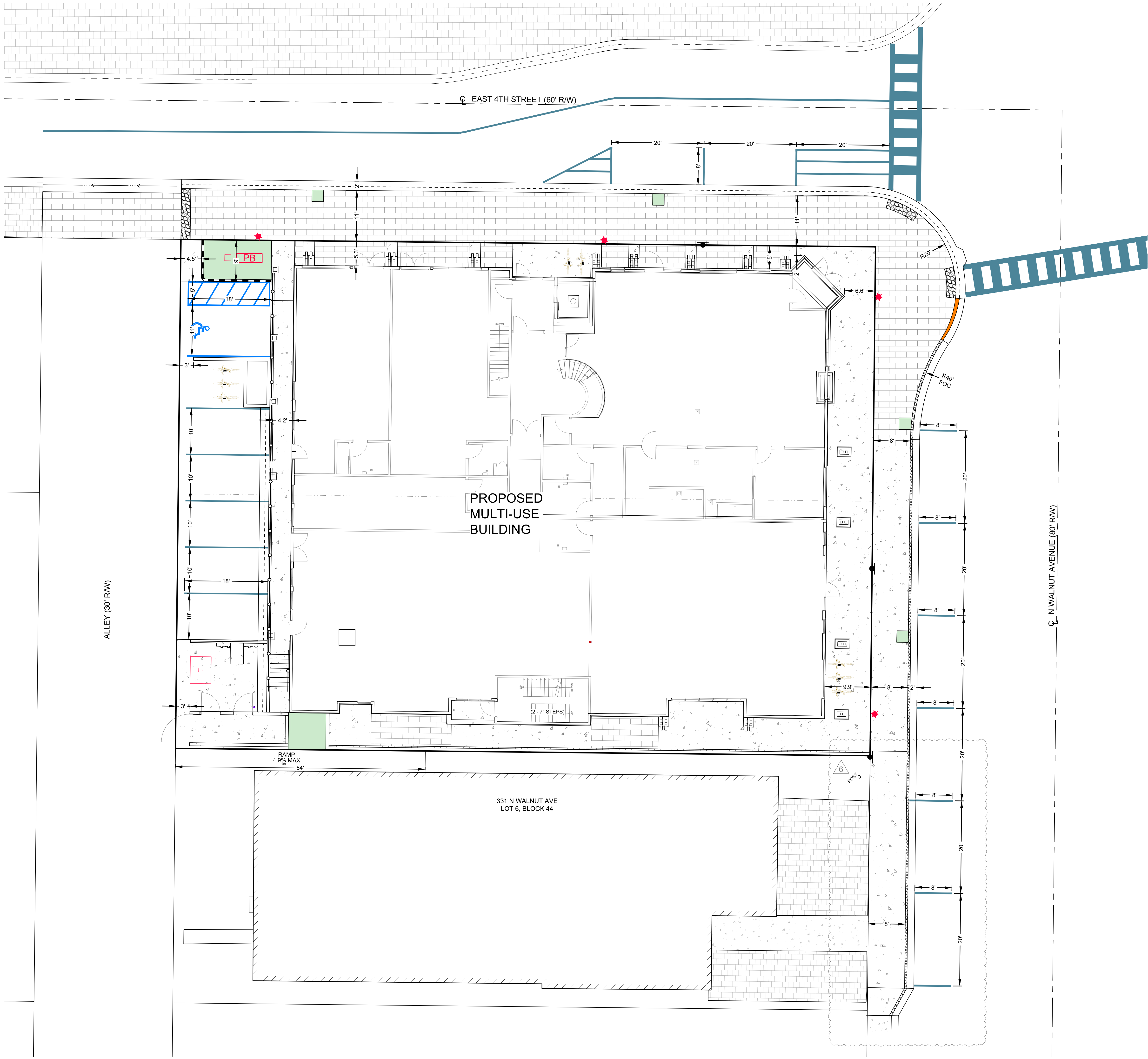
On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared JENNY EMERY DAVIDSON, known to me to be the Executive Director of THE COMMUNITY LIBRARY ASSOCIATION and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
Commission expires _____

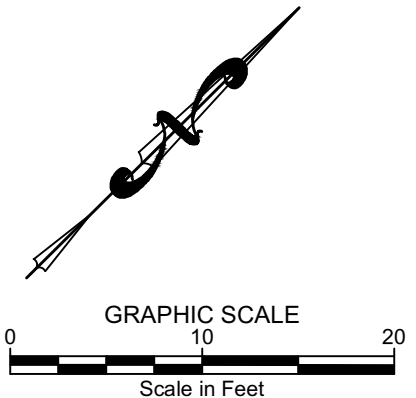
On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT “A”



- LEGEND**
- EXISTING ITEMS**
- Property Line
 - Adjoiner's Lot Line
 - Centerline
 - FD5/8 = Found 5/8" Rebar
 - Curb & Gutter
 - Valley Gutter
 - Building
 - Pavers
- PROPOSED ITEMS**
- Asphalt
 - Concrete
 - 6" Rolled Curb & Gutter
 - Zero Reveal Curb & Gutter
 - Curb Transition
 - Vertical Curb
 - ADA Access Truncated Dome
 - Sign
 - Road Paint
 - ADA Road Paint
 - ADA Parking Symbol
 - Landscape Area
 - Trench Drain
 - Retaining/Landscape Wall
 - Rolled to Vertical Curb Transition
 - Pavers
 - Transformer
 - Bike Rack
- FOC = Face of Curb

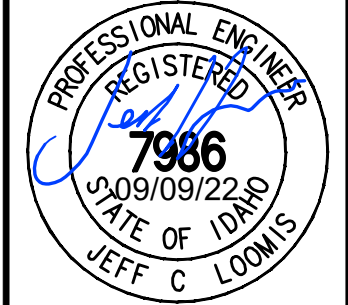


PURPOSE: ISSUE FOR BUILDING PERMIT (01/21/2021)		
NO.	DATE	BY
1	05/05/21	SKS
2	06/19/21	SKS
3	06/04/22	SMF
4	06/22/22	SMF
5	07/22/22	SMF
6	09/09/22	JCL

REVISIONS		
1	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS	
2	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS	
3	SIDEWALK TYPE REVISIONS: CONC. FLOOR @ UT'S IN ALLEY	
4	ADD NORTHWEST CANOPY COLUMNS	
5	ADD 331 N WALNUT AVE. DESIGN	
6	REVISIONS PER CITY COMMENTS (09/06/2022)	

GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83333
(208) 788-1705
email: galena@galena-engineering.com

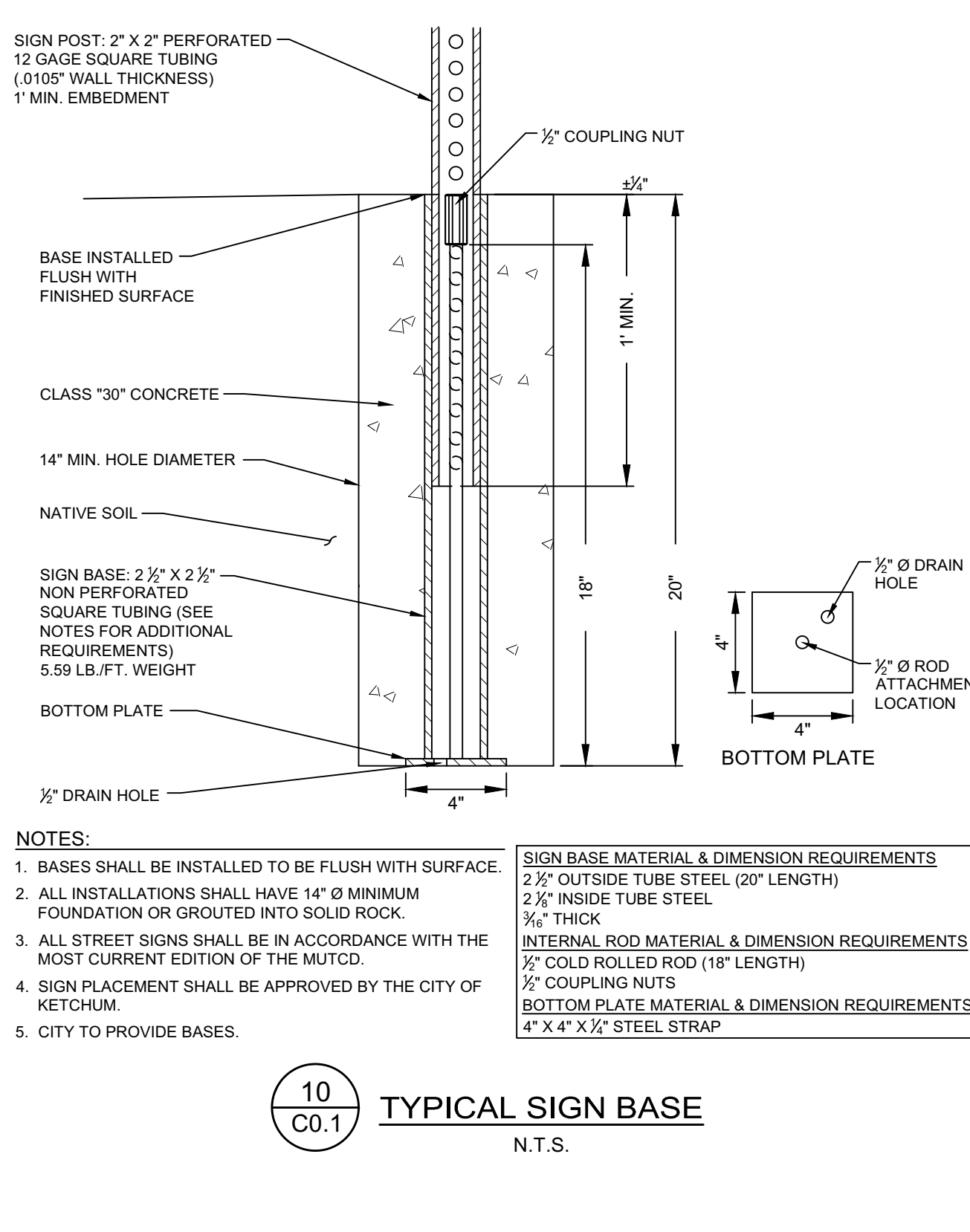
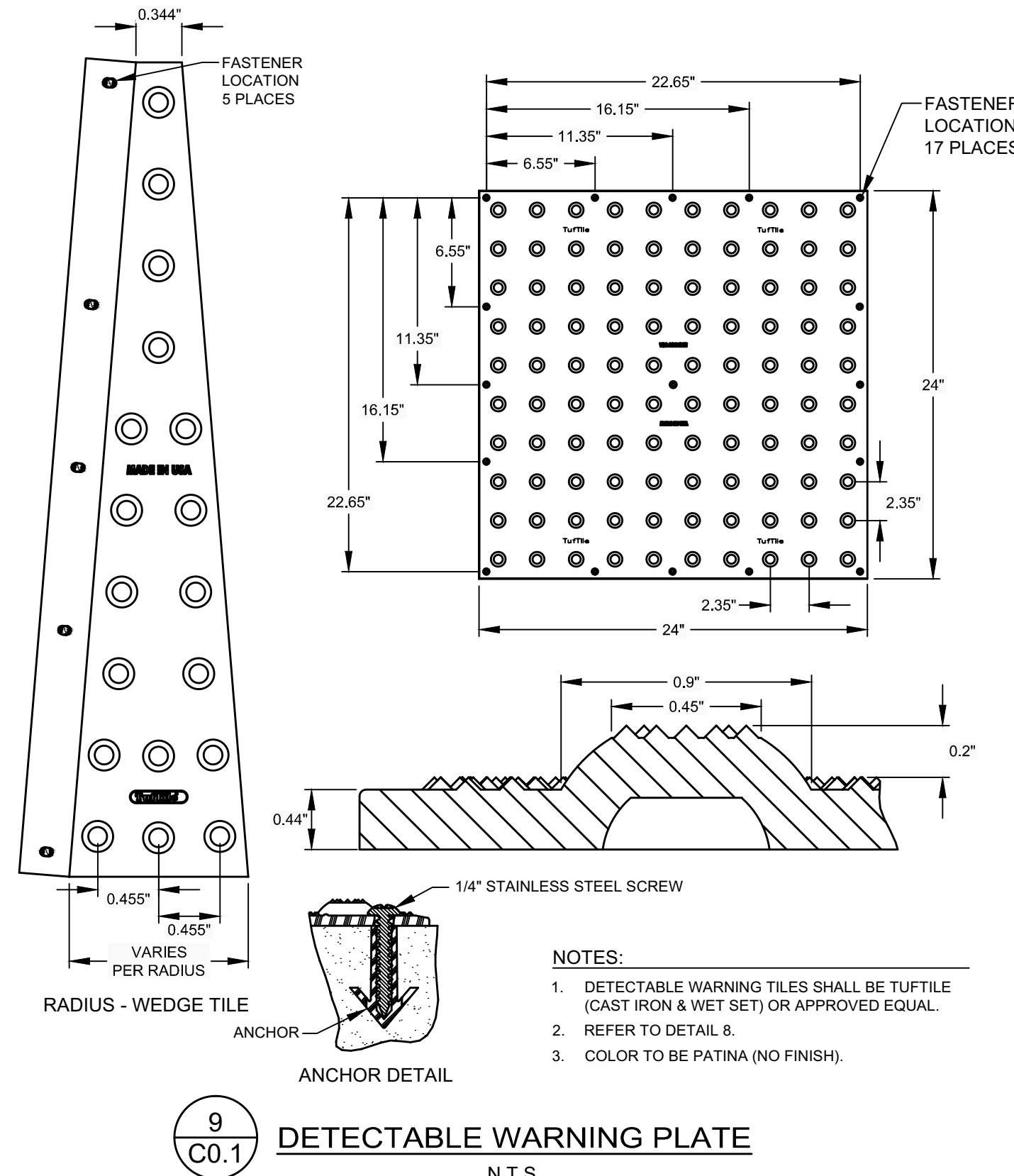
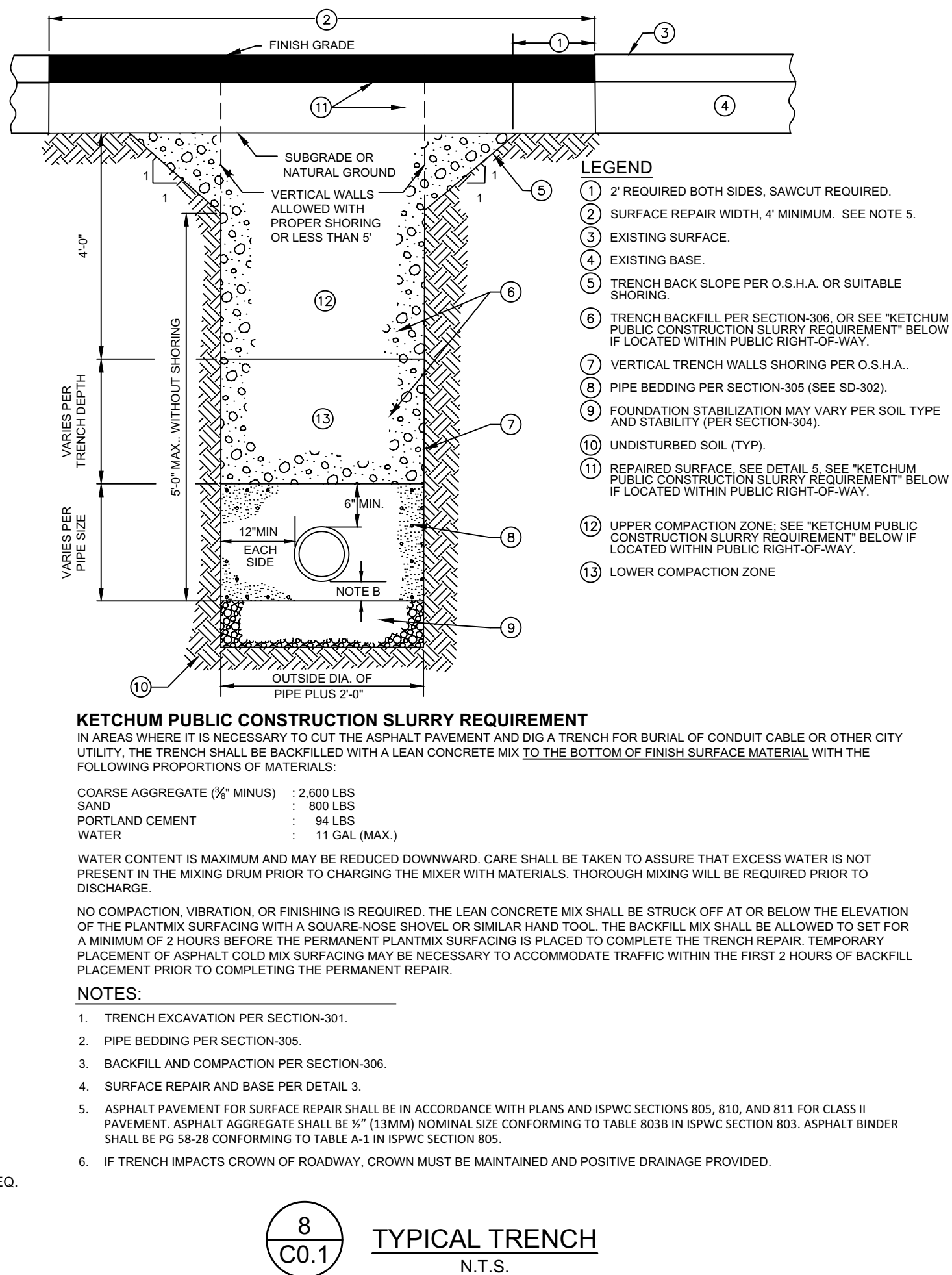
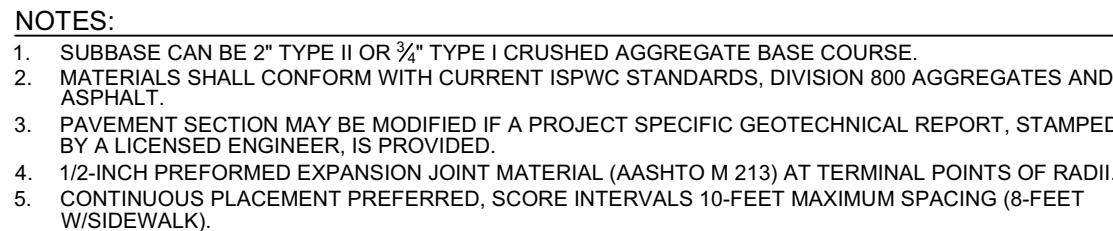
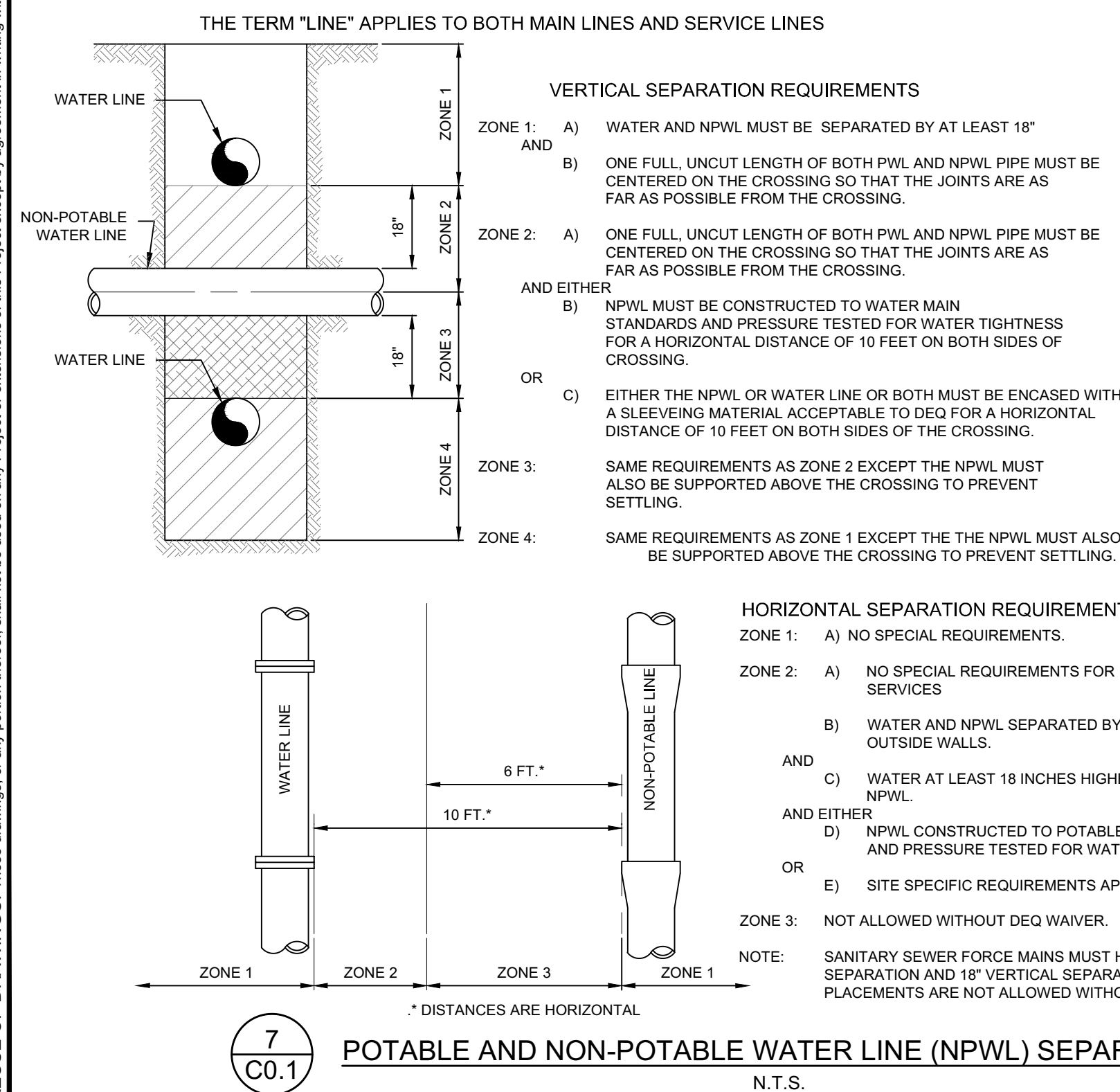
SKS/CT
DESIGNED BY
SKS/CT
DRAWN BY
SMF/JCL
CHECKED BY



GEOMETRY PLAN
4TH AND WALNUT
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR WALNUT & FOURTH LLC
PROJECT INFORMATION
Prepared: 08/19/2022
Construction: 08/19/2022
ENG BASE: 2022-07-22
dwg: 08/19/22-09-27 PM

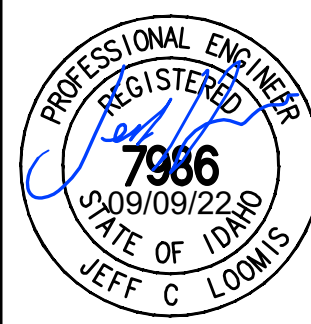
ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC ON SITE DURING CONSTRUCTION.

- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
3. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSINSF STD. 61 COMPLIANT.
8. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
9. THE CONTRACTOR SHALL USE ANSINSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED. PRIOR TO REPLACING ASPHALT, THE UNDERLYING SURFACE INCLUDING VERTICAL SAWCUT JOINTS SHALL BE CLEANED OF ALL DEBRIS AND A TACK COAT SHALL BE APPLIED TO ALL CURBS, SAWCUTS, OR OVERLAY SURFACES.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
18. ALL CONCRETE FORM WORK SHALL CONFORM TO ISPWC SECTION 701 AND 703. ALL CONCRETE SHALL BE 4,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1 C. SURFACING MATERIAL FOR THE NEW CONCRETE SIDEWALK WITHIN PUBLIC RIGHTS-OF-WAY WILL BE TITAN CONCRETE MIX, SEE DETAILS 2, 3, AND 5, SHEET C0.1.
19. ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
20. TOPOGRAPHIC, SITE, AND BOUNDARY SURVEY SHOWN HEREON WAS CONDUCTED BY GALENA ENGINEERING, INC., 12/26/2019.
21. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED. AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR BY SETTING A PERMANENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY DOCUMENTATION OF TESTING FOR WORK IN RIGHT-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.

NOTES AND DETAIL SHEET
4TH AND WALNUT

LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR WALNUT & FOURTH LLC

PROJECT INFORMATION

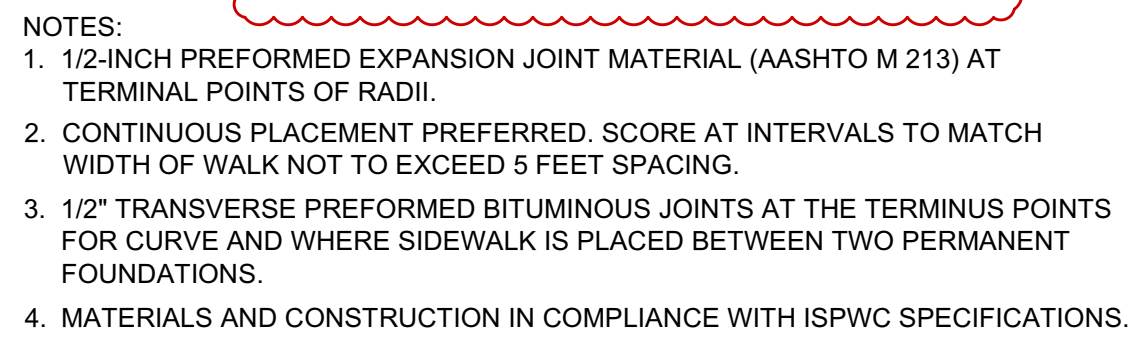
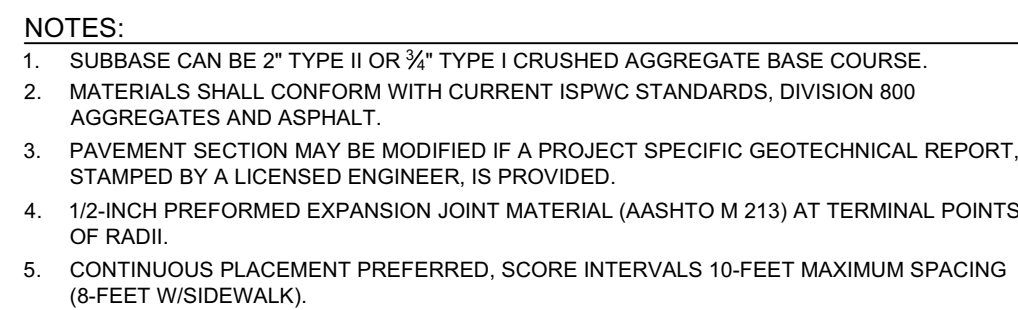
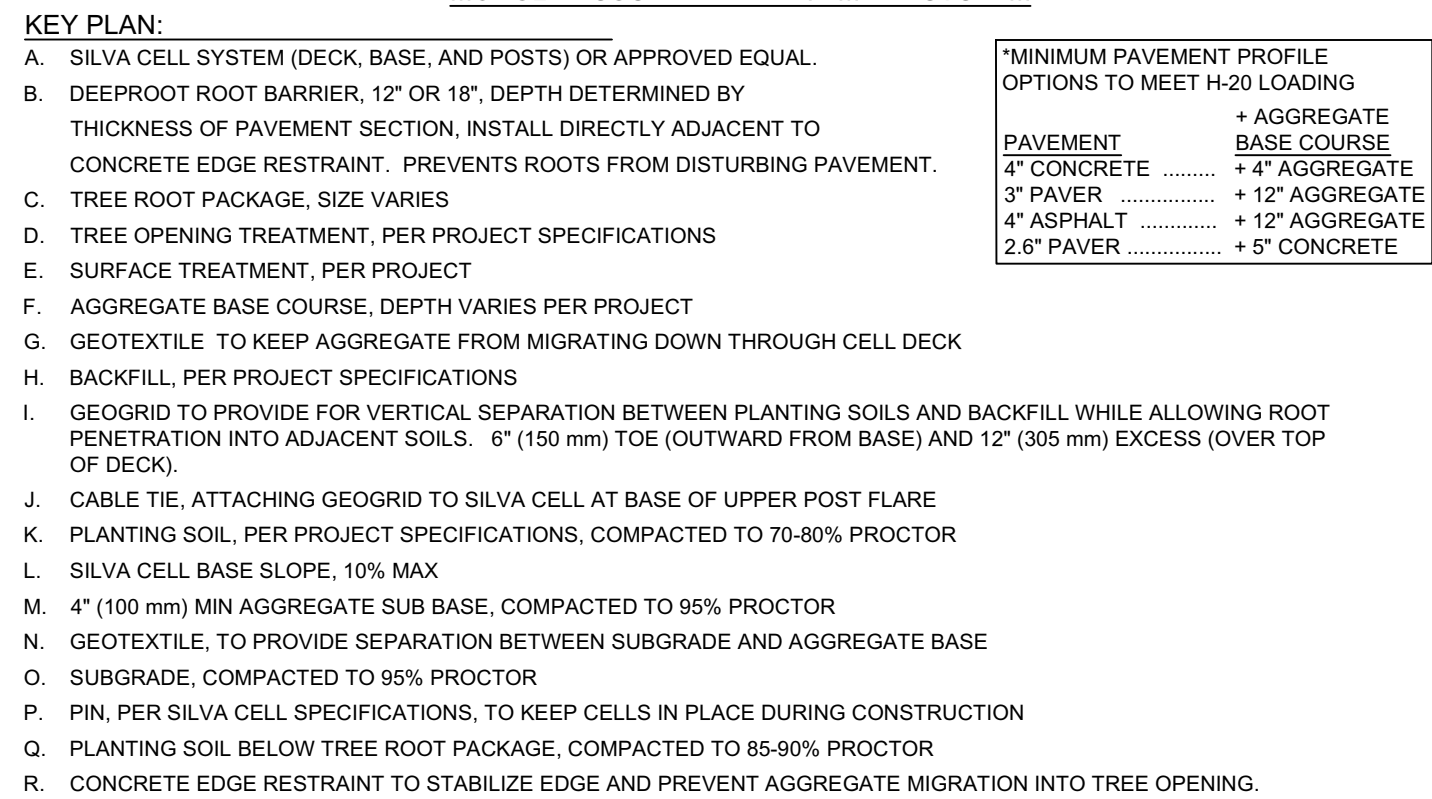
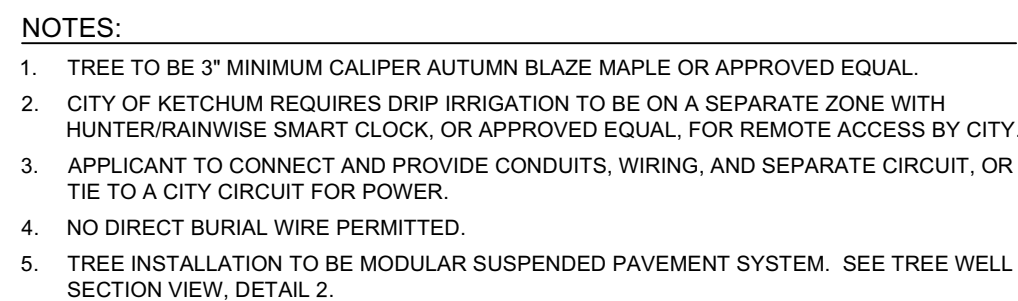
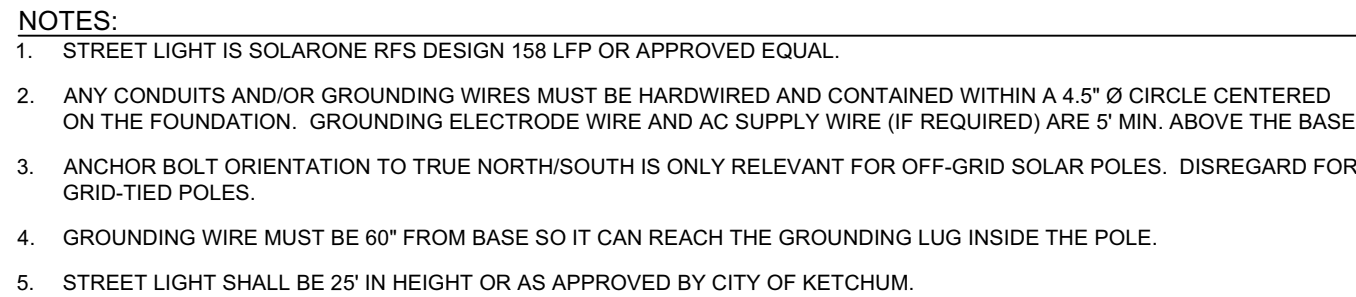


SKS/CT
DESIGNED BY
SKS/CT
DRAWN BY
SMF/JCL
CHECKED BY

GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83333
(208) 788-1705

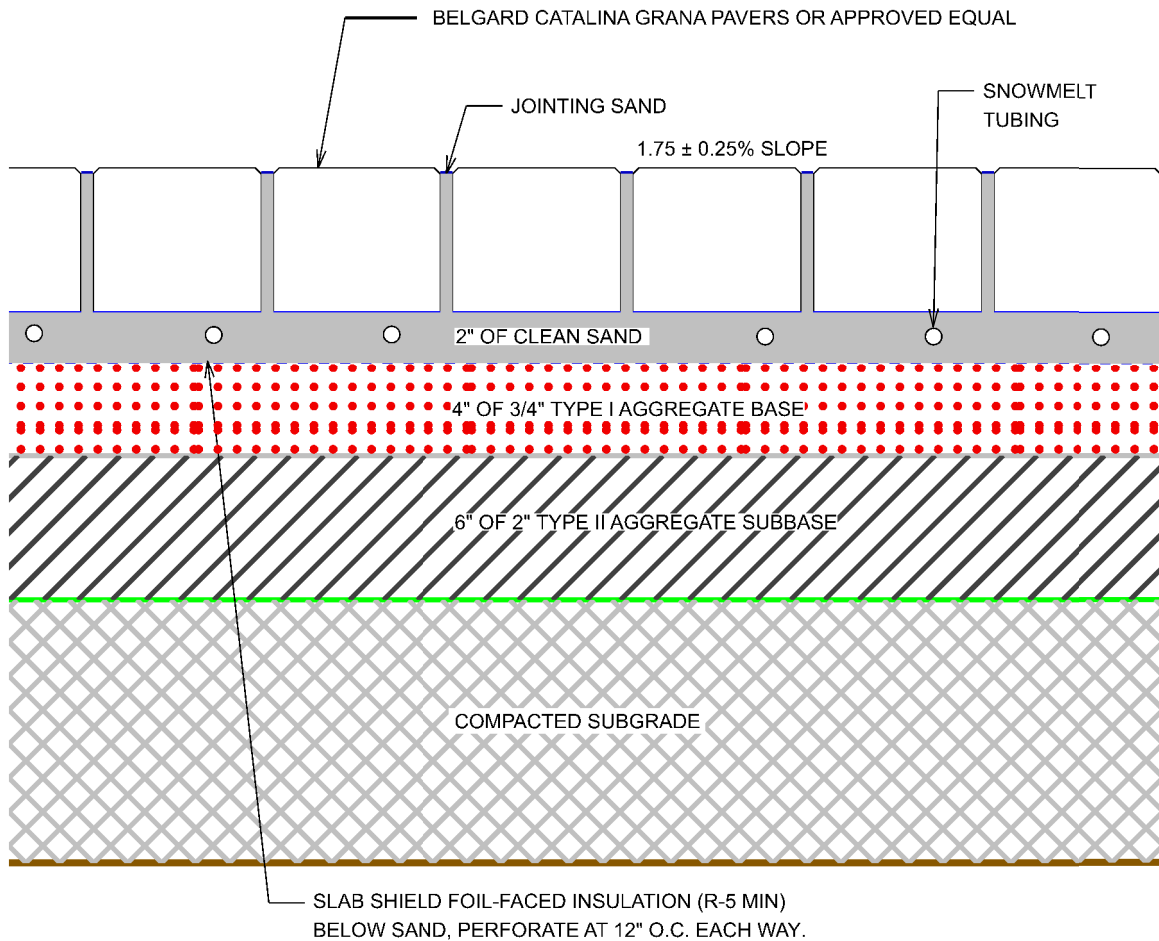
NO	DATE	BY	REVISIONS
05/00621	KS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS	
06/1821	SKS	RESPONSE TO PLANNING BUILDING PERMIT COMMENTS	
06/1822	SKS	SIDEWALK TIE REVISIONS CONC. FLOOR @ UT'S IN ALLEY	
06/1823	SKS	REVISIONS CONC. FLOOR @ UT'S IN ALLEY	
07/22222	SKS	ADD 331 N WALNUT AVE. DESIGN	
07/22222	JCL	ADD 331 N WALNUT AVE. DESIGN	
09/00922	JCL	REVISIONS PER CITY COMMENTS (9/09/06/2023)	

C0.1



NO	DATE	BY	REVISIONS
1	06/18/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT
2	06/18/21	SKS	RESPONSE TO PLANNING BUILDING PERMIT
3	05/04/22	SMF	SIDEWALK TYPE REVISIONS. CONC. FLOOR
4	06/22/22	SMF	ADAPT NORTHWEST CANOPY COLUMNS
5	07/22/22	SMF	ADD 331 N WALNUT AVE. DESIGN
6	09/09/22	JCL	REVISIONS PER CITY COMMENTS 09/06/2022

C0.2



NOTES:

1. POLYMERIC SAND CAN BE USED AT EDGES TO PREVENT WEED, ANT INTERFERENCE.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC AND CITY OF KETCHUM STANDARDS.
3. SNOWMELT TUBING RADII, FREQUENCY DEPENDS ON SNOW REMOVAL UPKEEP.
4. SNOWMELT REQUIRED FOR PROJECTS IN THE COMMUNITY CORE AND TOURIST ZONINGS.
5. PAVERS INSTALLED ON FOURTH STREET SHALL BE BELLGARD CATALINA GRANA IN THE COLOR VICTORIAN.

REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING	DRAWING NO.
REV 3	CITY	3/8/2021	PAVER SIDEWALK	16

Walnut & 4th ROW Snowmelt Narrative

The snowmelt system in the public right-of-way on 4th St. and Walnut Ave. in front of the Gold Mine & Walnut & 4th, will be installed in accordance with City of Ketchum standard drawing #16.

Our system includes: Tekmar snow and ice #090 "in ground sensor" used with the Tekmar snow melting #670 controls to automatically detect snow or ice on the sidewalk. These controls will be configured to shut off the system when the pavement temperature is above 50 degrees F. and precipitation is not falling. The system will be configured to shut off when the outdoor temperature is above 40 degrees F.

I have attached the city standard detail #16 and specs for the snowmelt system below for your reference.



Lochinvar®

FTXL 1.0 FIRE TUBE CONDENSING BOILER

Submittal Sheet

FTX1.0-Sub-01

FTXL FIRE TUBE COMMERCIAL BOILERS

Job Name: _____

Model No. FTX1000

Location: _____

Type Gas: Natural ☒ LP ☐

Engineer: _____

Equipment Tag(s): _____

Agent/Wholesaler: _____

Contractor: _____

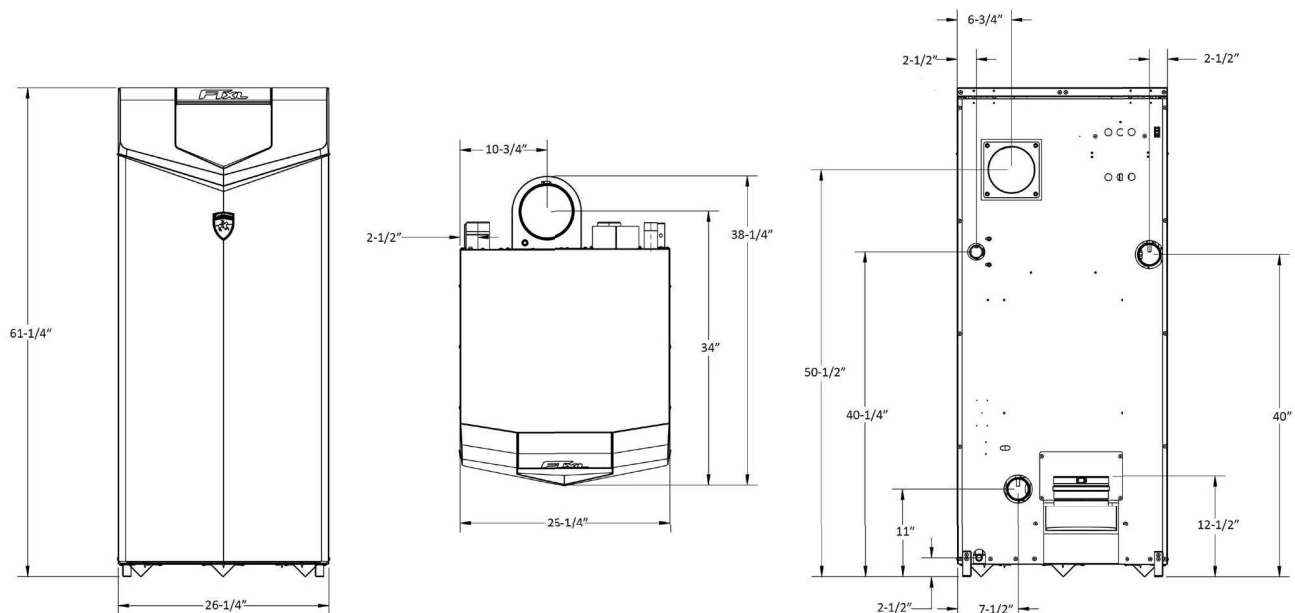
NOTES:

FOR EASE IN ORDERING
BY MODEL NUMBER

FTX	1000	N	M13
FTXL Boiler	999,000 Btu/hr Input	Natural Gas	M13 Firing Control

This model is:

- FTXL Fire Tube boiler
- 999,000 Btu/hr
- Natural gas
- M13 Firing Controls



FTX1000

FTXL BOILER								DIMENSIONS & SPECIFICATIONS						
Model Number	Input MBH			Gross Output MBH	Net AHRI Rating MBH	Comb. Eff. %	Therm. Eff. %	Flow (GPM)	HEX Water Volume (Gal)	Water Conn.	Vent Size	Air Inlet	Gas Conn.	Ship. Wt. (lbs.)
	Min Btu/hr	Max Btu/hr	Turn down					Min	Max					
FTX1000(N,L)	99.9	999	10:1	982	854	99.0	98.3	30	150	19	2-1/2"	6"	1-1/4"	670

*Information subject to change without notice. Dimensions shown are approximate and should not be used for construction purposes. Dimensions are in inches. Select "N" or "L" for Natural or LP gas.
The Net AHRI Water Ratings shown are based on a piping and pickup allowance of 1.15.
Lochinvar should be consulted before selecting a boiler for installations having unusual piping and pickup requirements, such as intermittent system operation, extensive piping systems, etc. The ratings have been determined under the provisions governing forced draft burners.

FTXL™ FIRE TUBE BOILER

Standard Features

- › **98.3% Thermal Efficiency**
- › **Modulating Burner with up to 10:1 Turndown**
 - Direct Spark Ignition
 - Low NOx Operation
 - Sealed Combustion
 - Low Gas Pressure Operation
- › **Stainless Steel Fire-Tube Heat Exchanger**
 - ASME-Certified, "H" Stamped
 - 160 psi Working Pressure
 - 50 psi Relief Valve
 - Combustion Analyzer Test Port
 - Fully Welded Design
- › **Vertical and Horizontal Direct Vent**
 - Direct Vent up to 100 feet
 - PVC, CPVC, Polypropylene or AL29-4C
- Factory Supplied Sidewall Vent Termination
- › **Smart System Control**
- › **Other Features**
 - On/Off Switch
 - Adjustable High Limit with Manual Reset
 - Automatic Reset High Limit
 - Manual Reset Low Water Cutoff
 - Flue Temperature Sensor
 - Low Air Pressure Switch
 - Temperature and Pressure Gauge
 - Condensate Trap
 - Zero Service Clearances
 - 10-Year Limited Warranty



Smart System Features

- › **CON•X•US Remote Connect**
- › **SMART TOUCH™ Touch Screen Operating Control**
- › **Full Color 7" Touchscreen LCD Display**
- › **Cascading Sequencer with Built-in Redundancy**
 - Selectable Cascade Type:
 - Lead Lag/Efficiency Optimization
 - Multiple Size Boilers
 - Front-End Loading
- › **3 Reset Temperatures Inputs w/Independent Outdoor Reset Curves for Each**
 - Outdoor Sensor
- › **Four-Pump Control**
 - System Pump with Parameter for Continuous Operation
 - Boiler Pump with Variable-Speed Control
 - Domestic Hot Water Boiler Pump
 - Domestic Hot Water Recirculation Pump Control with Sensor
- › **Building Management System Integration**
 - 0-10 VDC Input to Control Modulation or Setpoint
 - 0-10 VDC Input from Variable-Speed System Pump
 - 0-10 VDC Modulation Rate Output Signal
 - 0-10 VDC Enable/Disable Signal
- › **Programmable System Efficiency Optimizers**
 - Space Heating Night Setback
 - DHW Night Setback
 - Anti-Cycling
 - Ramp Delay
 - Boost Time and Temperature
- › **High-Voltage Terminal Strip**
 - 120 VAC/60 Hertz/1 Phase
 - Pump Contacts for 3 Pumps
- › **Low-Voltage Terminal Strip**
 - Building Recirculation Pump Start/Stop
 - Building Recirculation Return Temp Sensor
 - Contacts
 - Proving Switch Contacts
 - Flow Switch Contacts
 - Alarm Contacts
 - Runtime Contacts
 - 3 Space Heat Thermostat Contacts
 - Tank Thermostat Contacts
 - System Sensor Contacts
 - Tank Sensor Contacts
 - Cascade Contacts
 - 0-10 VDC BMS Contacts
 - 0-10 VDC Boiler Rate Output Contacts
 - 0-10 VDC Boiler Pump Speed Contacts
 - 0-10 VDC System Pump Speed Contacts
 - ModBus Contacts
- › **Time Clock**
- › **Data Logging**
 - Ignition Attempts
 - Last 10 Lockouts
 - Space Heat Run Hours
 - Domestic Hot Water Run Hours
 - Custom Maintenance Reminder with Contact Info
 - Password Security
 - Customizable Freeze Protection Parameters

Optional Equipment

- ☐ Alarm Bell
- ☐ BACnet MSTP Communications Kit
- ☐ BMS Gateway to BACnet or LonMark
- ☐ Common Vent Kit
- ☐ Condensate Neutralization Kit
- ☐ Constant-Speed Boiler Circulator
- ☐ Flow Switch
- ☐ High and Low Gas Pressure Switches w/Manual Reset
- ☐ ModBus Communication
- ☐ Motorized Isolation Valve
- ☐ Variable-Speed Boiler Circulator
- ☐ Wireless Outdoor Temperature Sensor
- ☐ 30 psi ASME Relief Valve
- ☐ 75 psi ASME Relief Valve
- ☐ 100 psi ASME Relief Valve
- ☐ 125 psi ASME Relief Valve
- ☐ 150 psi ASME Relief Valve
- › **Firing Controls**
 - ☐ M9 - Standard Construction
 - ☐ M13 - CSD-1/FM/GE Gap



Lochinvar, LLC
300 Maddox Simpson Parkway
Lebanon, Tennessee 37090
P: 615.889.8900 / F: 615.547.1000
f t i n Lochinvar.com



tekmar® Submittal

Snow / Ice Sensor 090



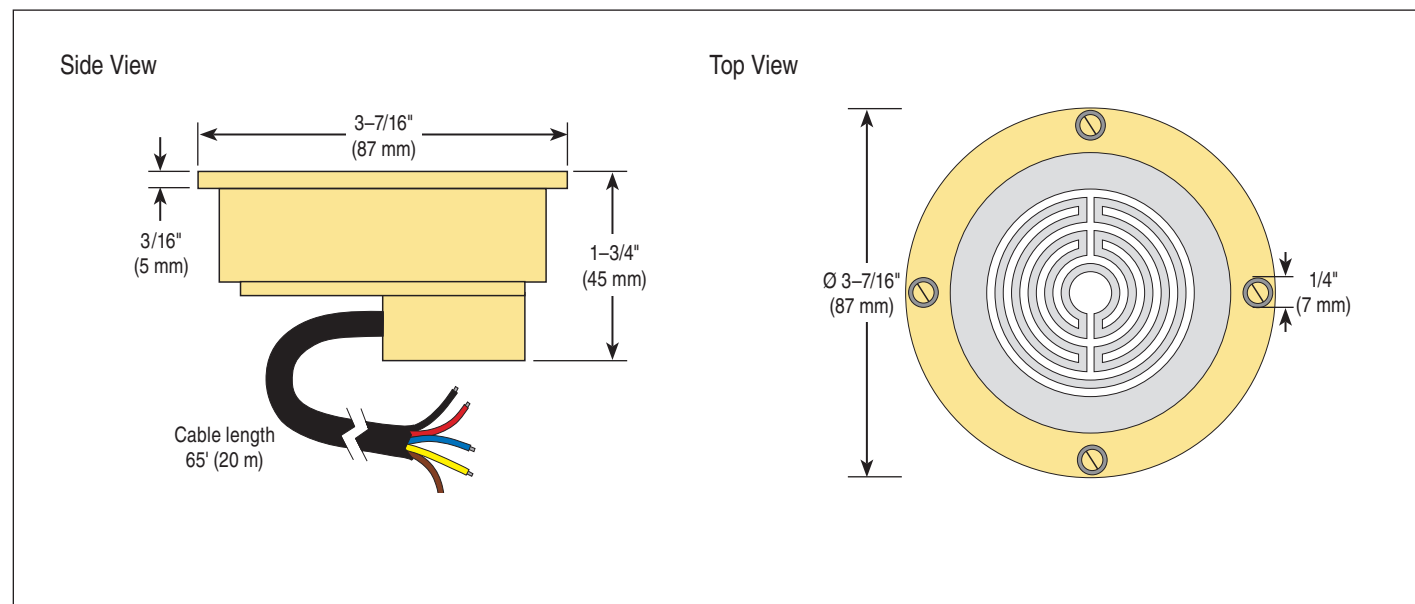
090_C

02/16

Snow Melting Replaces: 10/13

Job _____ Designer _____ Contact _____

The Snow/Ice Sensor 090 is an in ground sensor used with tekmar snow melting controls to automatically detect snow or ice on a driveway or walkway. The 090 has 65 ft (20 m) of wire. This product can be used in applications ranging from residential driveways to commercial building fronts such as emergency access entries. This sensor allows tekmar snow melting controls to automatically operate the snow/ice melt system only when snow or ice is present, while also providing temperature feedback to the control.



Specifications

Snow / Ice Sensor 090 In-slab, 65 ft. (20 m) Wire	
Literature	090_D, 090_C
Packaged weight	4.4 lb (2000 g)
Dimensions	1-3/4" H x 3-7/16" OD (45 mm H x 87 mm OD)
Sensor material	Silicon brass
Cable Material	65 ft. (20 m) 5 conductor stranded wire with polyethylene jacket
Approvals	CSA C US with tekmar Snow Melting Controls
Operating range	-30 to 170°F (-34 to 77°C)
Load rating	15,000 lb (66,723 N) distributed load, non-impact, installed in concrete according to the manual
Included	4 #4-40, 7/16" machined, stainless steel screws 4 #6-32, 3/8" flathead, slotted, stainless steel screws
Warranty	Limited 3 Year (See 090_D for full warranty)

Energy Saving Features

- Automatic snow/ice detection so melting systems only operate when needed

Additional Features

- Slab temperature sensing
- Long wire included so in field splicing is not necessary
- Designed for long life in driveway and walkway installations
- 65 ft (20 m) of cable

SPECIAL REQUIREMENTS

The Snow / Ice Sensor 090 must be operated by a tekmar Snow Melting Control 654, 661, 662, 664, 665, 667 or 680. Operation of the sensor by 3rd party control systems may result in electrolysis failures not covered by the tekmar Limited Warranty.



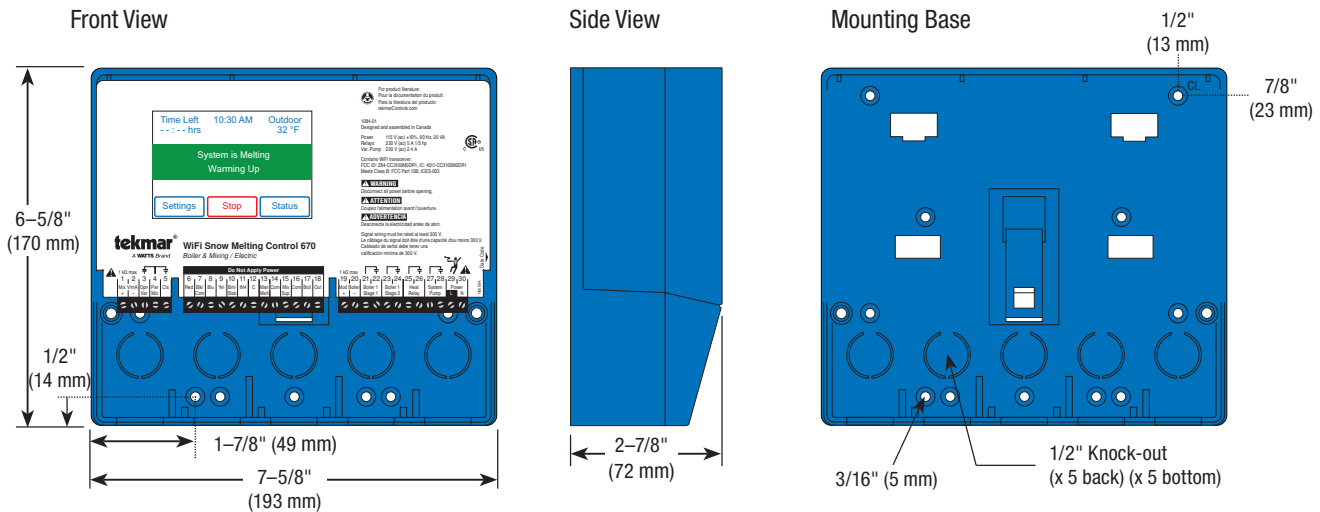
tekmar Control Systems Ltd., A Watts Water Technologies Company. Head Office: 5100 Silver Star Road, Vernon, B.C. Canada V1B 3K4, 250-545-7749, Fax. 250-984-0815 Web Site: tekmarControls.com

Submittal

Job _____ Designer _____ Contact _____

WiFi Snow Melting Control 670

The WiFi Snow Melting Control 670 operates hydronic and electric heating equipment designed to melt snow and/or ice from roads and walkway surfaces. The control works with the tekmar Snow/Ice Sensor 090 or Snow Sensor 095 to automatically detect snow or ice and operates a single boiler, steam valve, or electric cable to supply heat to the slab. Boiler return protection is provided to non-condensing boilers using a mixing valve or variable speed injection mixing pump. When connected to the Internet, the Watts® Home mobile app allows the 670 to be controlled remotely.



Features

- Mobile app for iOS and Android
- Automatic software updates
- Automatic snow/ice detection
- Supports both inslab & retrofit aerial sensors
- Supports multiple zones with priority
- Idling
- Auto Storm
- Warm Weather Shut Down
- Cold Weather Cut Off
- EconoMelt
- Slab Protection
- Tandem Snow/Ice Detection
- Equipment exercising

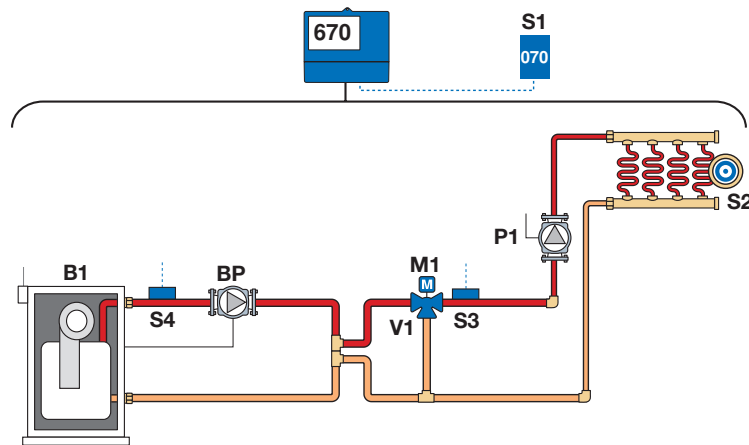
Specifications

WiFi Snow Melting Control 670 Boiler & Mixing / Electric	
Literature	670_A, 670_C, 670_D, 670_J, 670_U
Control	Microprocessor control. This is not a safety (limit) control
Packaged weight	4.3 lb. (1960 g)
Dimensions	6-5/8" H x 7-9/16" W x 2-13/16" D (170 x 193 x 72 mm)
Display	3.5" color touchscreen
Enclosure	Blue PVC plastic, NEMA type 1
Approvals	CSA C US, meets Class B: ICES & FCC Part 15
Ambient conditions	-4 to 122°F (-20 to 50°C), < RH 90% non-condensing, outdoor use permitted when installed inside a NEMA 3 enclosure
Power supply	115 V (ac) ±10%, 60 Hz, 20 VA
Relays	230 V (ac), 5 A, 1/3 hp
Boiler modulation output	0-10 V (dc) 500 Ω min impedance / 4-20 mA 1 kΩ max impedance
Injection mixing output	230 V (ac), 2.4 A, 1/6 hp, fuse T2.5 A 250V
Floating mixing output	230 V (ac), 5 A
Analog mixing output	0-10 V (dc) 500 Ω min impedance / 4-20 mA 1 kΩ max impedance
Manual melt call	Short or 0 - 32 V(ac)
Communications	WiFi 802.11n, 2.4 GHz, WPA2 encryption
Mobile app	Apple iOS 12 or higher, Android 8 or higher
Sensor	NTC thermistor, 10 kΩ @ 77°F (25°C ±0.2°C) β=3892
-Included	Outdoor Sensor 070 and 2 of Universal Sensor 082
-Optional	tekmar type # 072, 073, 082, 087, 090, 094, 095
Warranty	Limited 3 Year (See 670_D for full warranty)

tekmar product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact tekmar Technical Service. Watts reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on tekmar products previously or subsequently sold.

Sample Application Drawing

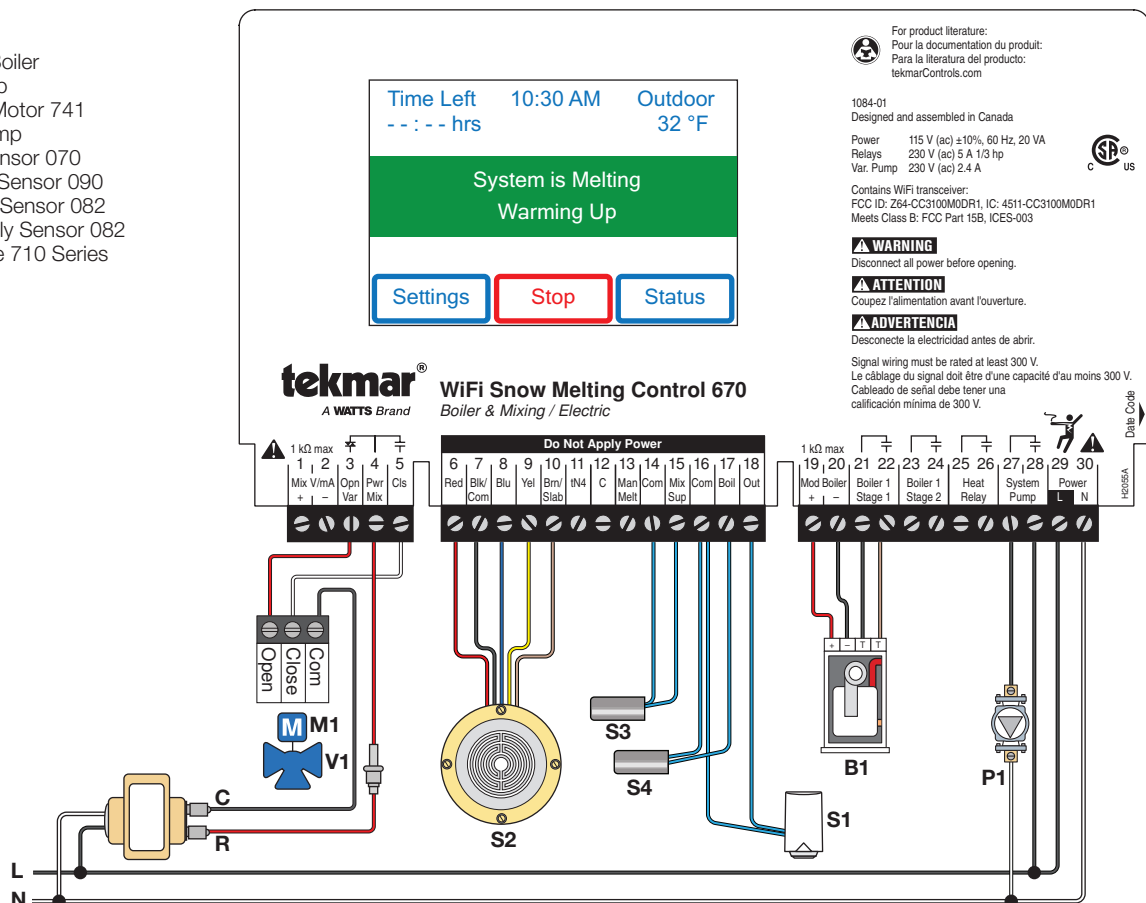
Sample Mechanical diagram



Sample Electrical diagram

Legend

B1 = Mod-Con Boiler
 BP = Boiler Pump
 M1 = Actuating Motor 741
 P1 = System Pump
 S1 = Outdoor Sensor 070
 S2 = Snow / Ice Sensor 090
 S3 = Mix Supply Sensor 082
 S4 = Boiler Supply Sensor 082
 V1 = Mixing Valve 710 Series



NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

tekmar®

A WATTS Brand

Tel: 1-800-438-3903 • F: (250) 984-0815

tekmarControls.com

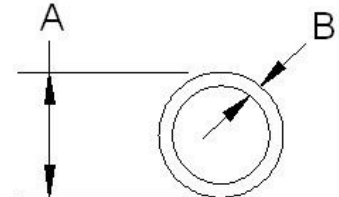
PRODUCT SUBMITTAL 102

RAUPEX O₂ barrier pipe



Product: RAUPEX® O₂ barrier pipe

Date: 11 February 2021 (supersedes 31 July 2019)



Article No.	Nominal Size in	Average OD A in (mm)	Minimum Wall Thickness B In (mm)	Weight lb/ft (kg/m)	Capacity gal/ft (l/m)
136008	3/8	0.500 (12.70)	0.070 (1.78)	0.05 (0.07)	0.0050 (0.0624)
136031	1/2	0.625 (15.88)	0.070 (1.78)	0.06 (0.08)	0.0098 (0.1222)
136880	5/8	0.750 (19.05)	0.083 (2.12)	0.08 (0.11)	0.0134 (0.1671)
136051	3/4	0.875 (22.22)	0.097 (2.47)	0.10 (0.15)	0.0189 (0.2356)
136011	1	1.125 (28.58)	0.125 (3.18)	0.17 (0.26)	0.0316 (0.3939)
136283	1 1/4	1.375 (34.92)	0.153 (3.88)	0.25 (0.37)	0.0467 (0.5827)
136293	1 1/2	1.625 (41.28)	0.181 (4.59)	0.35 (0.52)	0.0650 (0.8118)
136303	2	2.125 (53.98)	0.236 (6.00)	0.60 (0.90)	0.1114 (1.3906)

For updates to this publication, visit na.rehau.com/resourcecenter

The information contained herein is believed to be reliable, but no representations, guarantees or warranties of any kind are made as to its accuracy, suitability for particular applications or the results to be obtained therefrom. Before using, the user will determine suitability of the information for user's intended use and shall assume all risk and liability in connection therewith.

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PRODUCT SUBMITTAL 102

RAUPEX O₂ barrier pipe



TECHNICAL DESCRIPTION

Specification	English	SI	Standard	Specification	English	SI	Standard
Minimum Density	58 lb/ft ³	926 kg/m ³	ASTM F876	Tensile Strength	4194-4355 psi @ 68°F 2610-2900 psi @ 176°F per ASTM D638	26-30 N/mm ² @ 20°C 18-20 N/mm ² @ 80°C per ASTM D638	--
Min. Degree of Crosslinking	70%	70%	ASTM F876	Roughness	e=0.00028 in	e=0.007 mm	--
Max. Thermal Conductivity	2.84 Btu in./(ft ² °F hr)	0.41 W/(m°K)	DIN 16892	Temperature Working Range	-40 to 200°F	-40 to 93°C	--
Coefficient of Linear Expansion	9.33X10 ⁻⁴ in/ft°F @ 68°F 1.33x10 ⁻³ in/ft°F @ 212°F	0.14 mm/(m°C) @ 20°C 0.2 mm/(m°C) @ 100°C	Mean @ 20-70°C per DIN 16892	O ₂ Permeability	--	<=0.32 mg/m ² /day @ 40°C	DIN 4726
IZOD Impact Res.	No Break	No Break	--	Max. Short-term Exposure	150 psig @ 210°F (48 hr)	1035 kPa @ 99°C (48 hr)	ASTM F876
Modulus of Elasticity	87,000-130,500 psi @ 68°F 43,500-58,000 psi @ 176°F	600-900 N/mm ² @ 20°C 300-400 N/mm ² @ 80°C	Minimum @ 20°C per DIN 16892	UV Resistance	See TB218		ASTM F2657

FUNCTIONAL DESCRIPTION

RAUPEX O₂ barrier pipe is manufactured using REHAU's high-pressure peroxide method for crosslinked polyethylene (PEXa). RAUPEX pipe meets or exceeds the requirements of ASTM F876, F877, NSF 61, CSA B137.5 and PPI TR-3. RAUPEX O₂ barrier pipe is SDR9, red in color and for use with the EVERLOC+® compression-sleeve system certified to ASTM F877, the REHAU F1960 cold expansion fitting system certified to ASTM F1960, and RAUPEX compression nut fittings. See REHAU *Technical Bulletin TB261* for other compatible PEX fitting systems. RAUPEX O₂ barrier pipe has a co-extruded oxygen diffusion barrier that exceeds the strict requirements of DIN 4726. RAUPEX pipe is manufactured by REHAU using a quality management system which has been certified to the latest version of ISO 9001.

LONG TERM STRENGTH

The maximum temperature and pressure ratings of the RAUPEX pipe are in accordance to ASTM F876, CSA B137.5 and PPI TR-3. The designer shall determine the actual conditions and apply the appropriate and additional design factors as required for any particular project. The temperature and pressure ratings apply to the application of RAUPEX pipe for conveying heating and cooling water at the 2.0 safety factor on allowable working pressure according to ASTM and CSA. According to the REHAU *PEXa Limited Warranty*, the RAUPEX pipe warranty period of 25 years is for operating conditions at or below 180°F (82.2°C) in permitted applications when the handling, use, installation and maintenance continually complies with all REHAU technical guidelines.

RAUPEX SDR9

maximum pressures and temperatures	design factors
160 psi @ 73.4°F (1055 kPa @ 23°C)	0.50 (per ASTM F876, CSA B137.5)
100 psi @ 180°F (690 kPa @ 82.2°C)	0.50 (per ASTM F876, CSA B137.5)
80 psi @ 200°F (550 kPa @ 93.3°C)*	0.50 (per ASTM F876, CSA B137.5)

* REHAU defines Elevated Temperature Applications as those with operating conditions greater than 180°F (82.2°C).

When REHAU PEXa pipes are planned to be operated in Elevated Temperature Applications, contact REHAU Engineering to verify your project conditions comply with the REHAU *PEXa Limited Warranty* in accordance to REHAU *Technical Bulletin TB230 Elevated Temperature Applications*.

For updates to this publication, visit na.rehau.com/resourcecenter

The information contained herein is believed to be reliable, but no representations, guarantees or warranties of any kind are made as to its accuracy, suitability for particular applications or the results to be obtained therefrom. Before using, the user will determine suitability of the information for user's intended use and shall assume all risk and liability in connection therewith.

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City of Ketchum

November 21, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 22809 for the placement of driveway pavers with snowmelt in the public right-of-way at 123 River Run Drive.

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Right-of-Way Encroachment Agreement 22809 for the placement of heated driveway pavers in the public right-of-way at 123 River Run Drive and adopt the following motion:

“I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22809 with property owners Richard and Mary Miller.”

The reasons for the recommendation are as follows:

- Building Permit B21-045 for the Miller Residence located at 123 River Run Drive was approved with the condition that the ROW Encroachment Agreement for the driveway pavers and snowmelt system be approved prior to issuance of a Certificate of Occupancy for the project. The heated paver driveway has been installed according to the project plans approved with the building permit.
- The Miller Residence is one of five total active residential construction projects with a heated driveway that was issued a building permit with the condition that the ROW Encroachment Agreement be approved prior to issuance of a Certificate of Occupancy. Staff currently requires that ROW Encroachment Agreements be approved prior to issuance of a building permit for the project.
- The improvements will not impact drainage or snow removal within the public ROW or the operation of River Run Drive. The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

Introduction and History

The property owner submitted a Right-of-Way Encroachment Permit application for driveway pavers and snowmelt pavers within the public right-of-way along River Run Drive. The driveway will access a new home located at 123 River Run Drive within the City's Limited Residential (LR) Zoning District.

Last year the Ketchum City Council directed staff to ensure that Right-of-Way Encroachment Agreements were reviewed and approved prior to issuing building permits for projects. Prior to this direction, many building permits were issued with the condition that the Right-of-Way Encroachment Agreement be approved prior to issuance of a Certificate of Occupancy for the project. Building Permit

B21-045 for the Miller Residence located at 123 River Run Drive was approved with the condition that the Right-of-Way Encroachment Agreement for the driveway pavers and snowmelt system be approved prior to issuance of a Certificate of Occupancy for the project. The heated paver driveway has been installed according to the project plans approved with the building permit.

The Miller Residence is one of five total active residential construction projects with a heated driveway that was issued a building permit with the condition that the ROW Encroachment Agreement be approved prior to issuance of a Certificate of Occupancy. Staff currently requires that ROW Encroachment Agreements be approved prior to issuance of a building permit for the project.

Staff has advised the applicant that the City Council may or may not approve the Right-of-Way Encroachment request for the snowmelt system. If the City Council denies the Right-of-Way Encroachment Permit, then the heated paver driveway will need to be reconstructed so that the snowmelt system does not encroach within the public right-of-way and stops at the front property line along River Run Drive.

Analysis

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is 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. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The paver driveway and snowmelt encroachments installed within the public right-of-way on River Run Drive project comply with all standards.

Sustainability

At the September 19th, 2022, City Council Meeting staff was directed to advise property owners within residential neighborhoods that the City Council was conducting policy discussions as to whether snowmelt would be permitted in the right-of-way based on the goals and objectives of the 2020 Ketchum Sustainability Action Plan. Following that direction, staff has advised applicants that all proposals for snowmelt within the right-of-way are discouraged, are at the discretion of the council, and not guaranteed approval. Staff has recommended the City Council approve ROW Encroachment Agreement 22809 because the building permit was issued and the driveway improvements were installed prior to City Council's direction to staff.

Financial Impact

There is no financial requirement from the city for this action.

Attachments

ROW Encroachment Agreement 22809

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 22809

THIS AGREEMENT, made and entered into this ____ day of November, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and RICHARD MILLER and MARY MILLER (collectively referred to as "Owner"), whose address is Post Office Box 2428, Ketchum, Idaho 83340.

RECITALS

WHEREAS, Owner is the owner of real property described as 123 River Run Drive ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit the placement of a paver driveway and snowmelt system within the public right-of-way on River Run Drive. 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 paver driveway and snowmelt system identified in Exhibit "A" within the public right-of-way on River Run Drive, 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. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.

3. Snowmelt systems installed in the public right-of-way shall be installed as certified in Exhibit "B - Residential Snowmelt Installation Certificate" and operate at all times during the winter according to the following:

- The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)
- The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
- Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

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

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

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

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

8. 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.

9. 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.

10. 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.

11. 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.

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

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

OWNER:

CITY OF KETCHUM:

By: _____
Richard Miller

By: _____
Neil Bradshaw
Its: Mayor

By: _____
Mary Miller

STATE OF _____,)
) ss.
County of _____.)

On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD MILLER, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF _____,)
) ss.
County of _____.)

On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared MARY MILLER, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

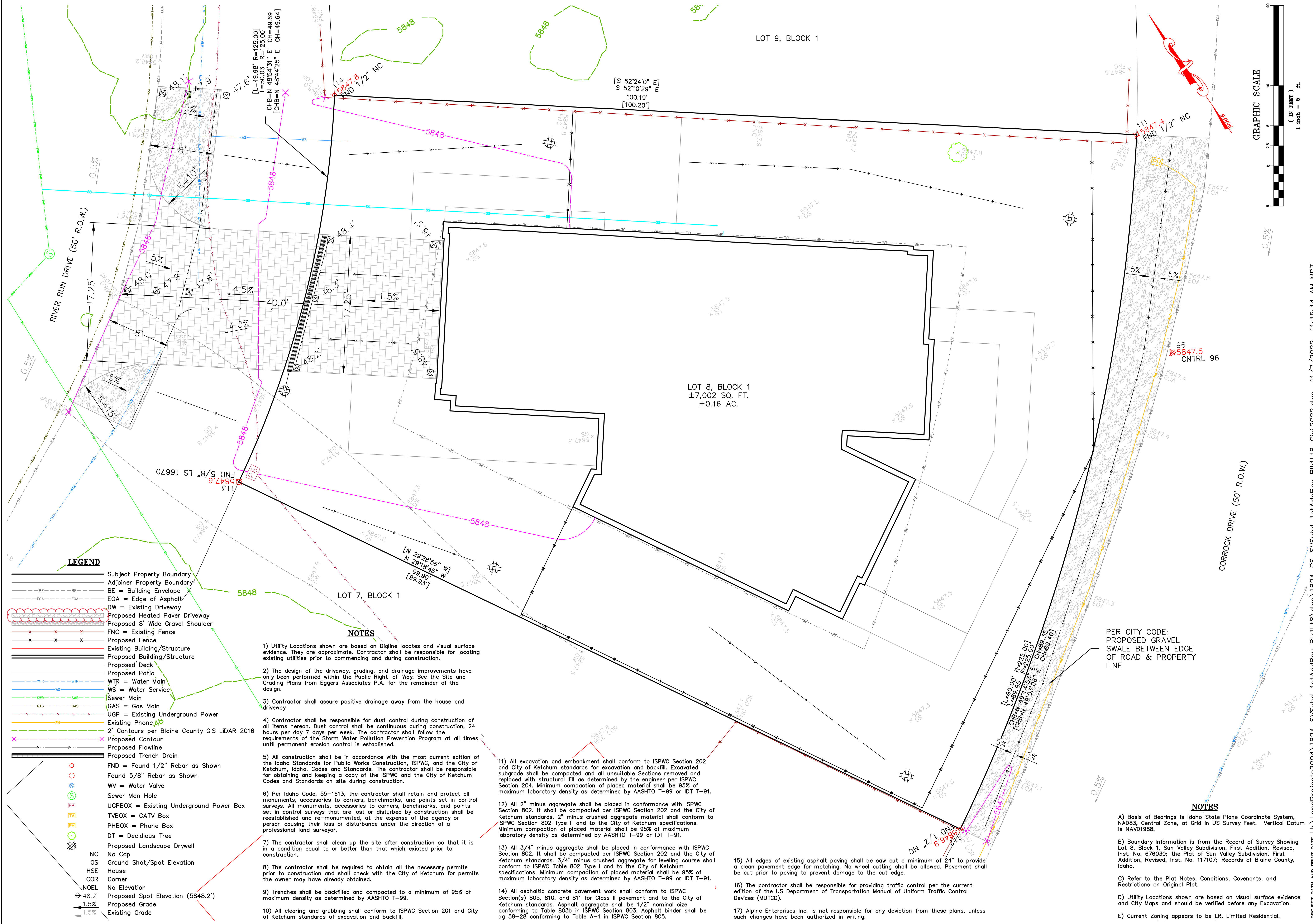
STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2022, 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



PROJECT PATH AND PRINT DATE U:\LandProjects2004\1824_SVSubd_1stAddRev_Blk1L8.dwg 11/7/2022 11:15:14 AM MDT

REVISIONS

NO	DATE	BY
1	07NOV22	AHN

PRELIMINARY ONLY. NOT FOR CONSTRUCTION

BUILDING REVIEW SUBMITTAL-CLARIFICATION UPDATES

HEATED PAVEMENT DRIVEWAY REVISIONS ADDED

SHEET 1 OF 2

ALPINE ENTERPRISES INC.

Surveying, Mapping, Civil Engineering,
and Natural Hazards Consulting

660 Bell Dr., Unit 1
P.O. Box 2037, Ketchum, ID 83340 USA
(208) 727-1886
email: bamt@alpineenterprisesinc.com

PROFESSIONAL ENGINEER

18275

07NOV22

STATE OF IDAHO

ALICE RELEY

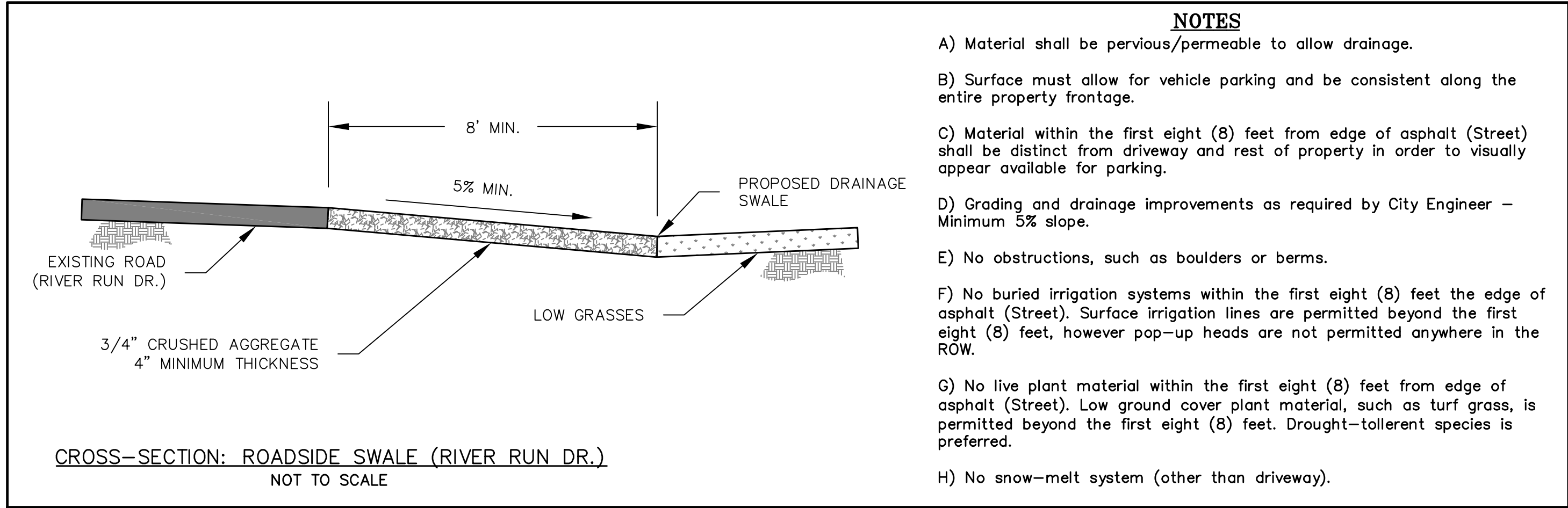
A R.O.W. ENCROACHMENT PLAN SHOWING

LOT 8, BLK 1, SUN VALLEY SUBD., 1ST ADDITION REVISED

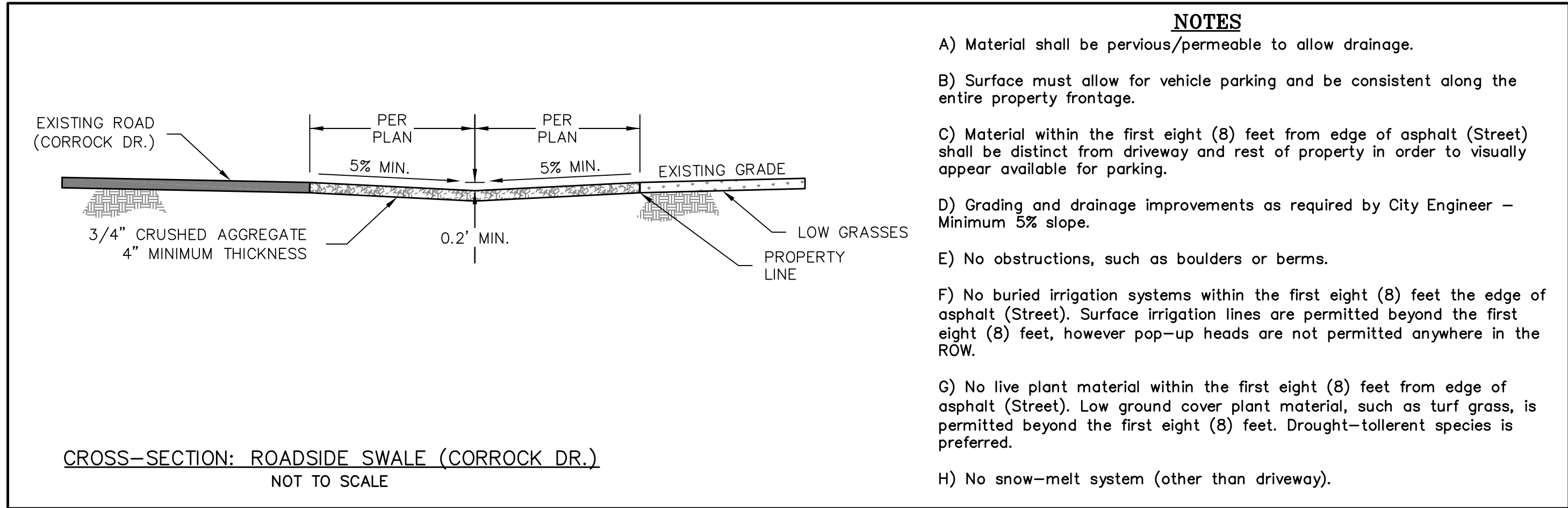
WITHIN S13, T4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR THE MILLER FAMILY

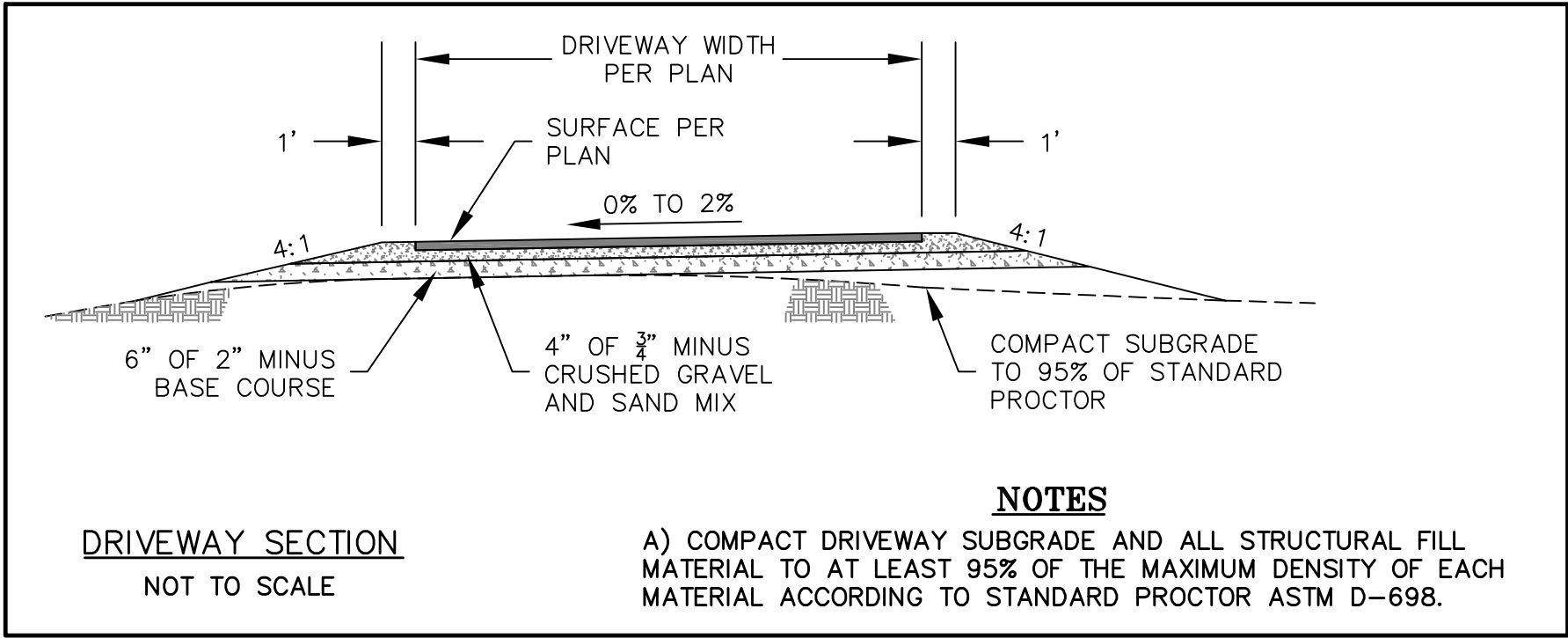
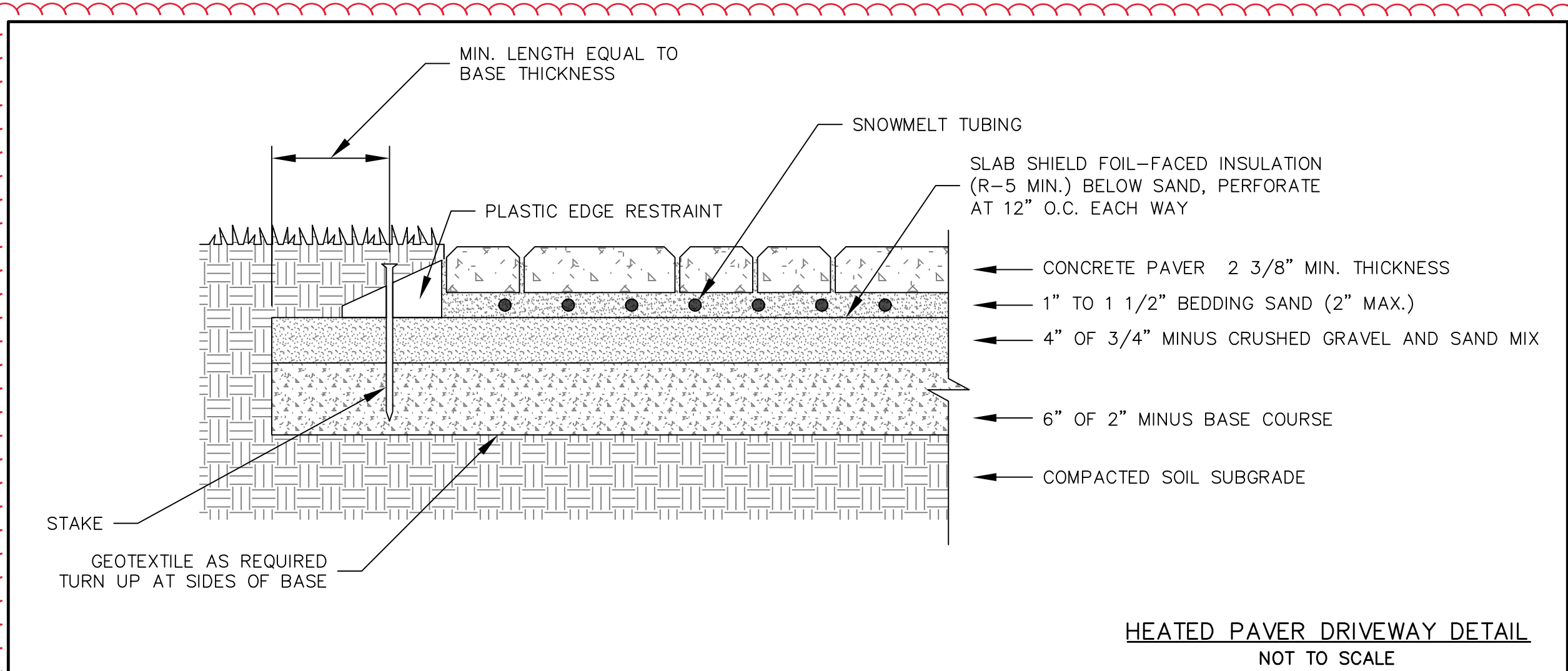
127



- NOTES**
- A) Material shall be pervious/permeable to allow drainage.
- B) Surface must allow for vehicle parking and be consistent along the entire property frontage.
- C) Material within the first eight (8) feet from edge of asphalt (Street) shall be distinct from driveway and rest of property in order to visually appear available for parking.
- D) Grading and drainage improvements as required by City Engineer – Minimum 5% slope.
- E) No obstructions, such as boulders or berms.
- F) No buried irrigation systems within the first eight (8) feet the edge of asphalt (Street). Surface irrigation lines are permitted beyond the first eight (8) feet, however pop-up heads are not permitted anywhere in the ROW.
- G) No live plant material within the first eight (8) feet from edge of asphalt (Street). Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.
- H) No snow-melt system (other than driveway).



- NOTES**
- A) Material shall be pervious/permeable to allow drainage.
- B) Surface must allow for vehicle parking and be consistent along the entire property frontage.
- C) Material within the first eight (8) feet from edge of asphalt (Street) shall be distinct from driveway and rest of property in order to visually appear available for parking.
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- H) No snow-melt system (other than driveway).



- NOTES**
- A) COMPACT DRIVEWAY SUBGRADE AND ALL STRUCTURAL FILL MATERIAL TO AT LEAST 95% OF THE MAXIMUM DENSITY OF EACH MATERIAL ACCORDING TO STANDARD PROCTOR ASTM D-698.

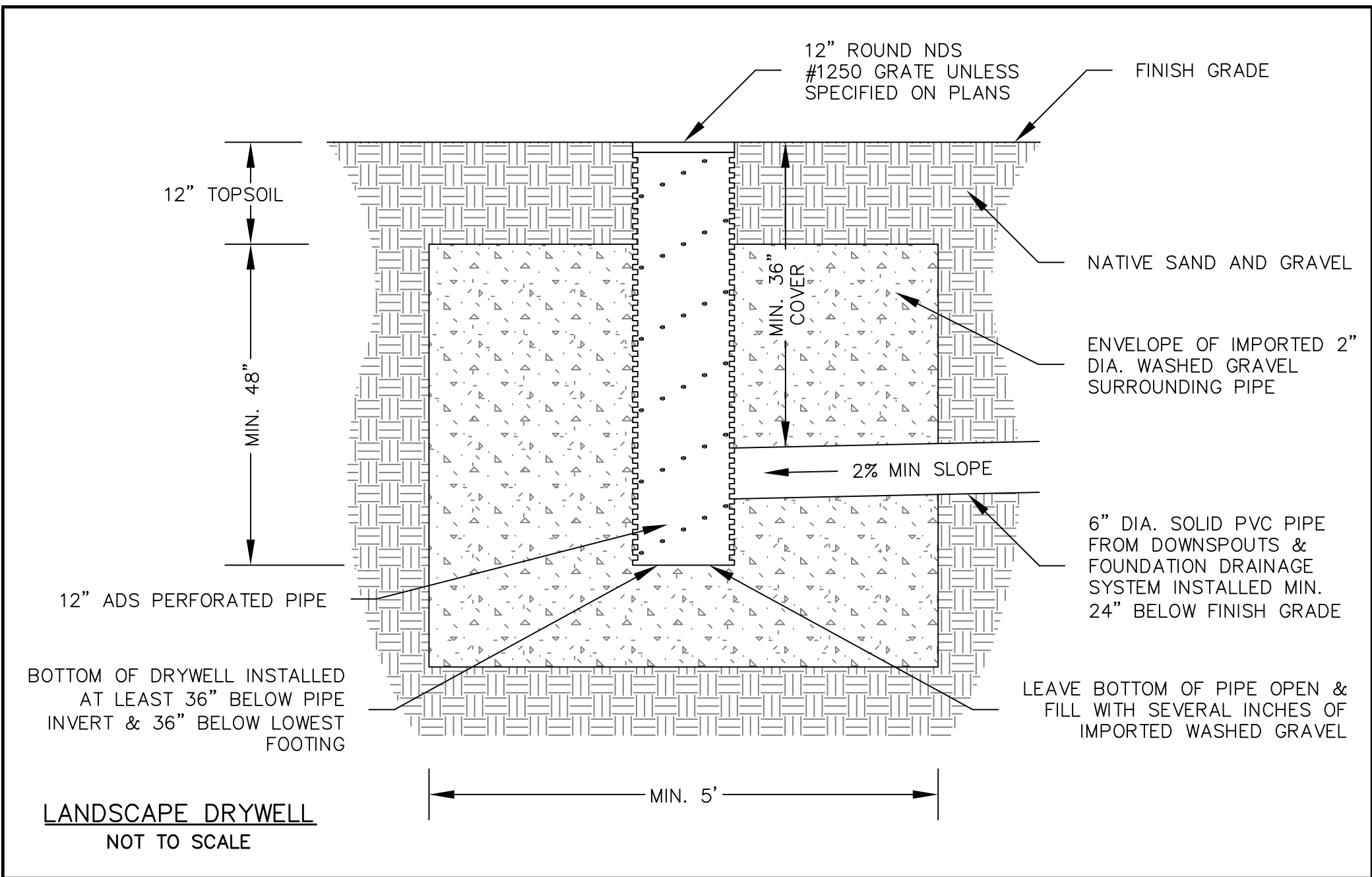
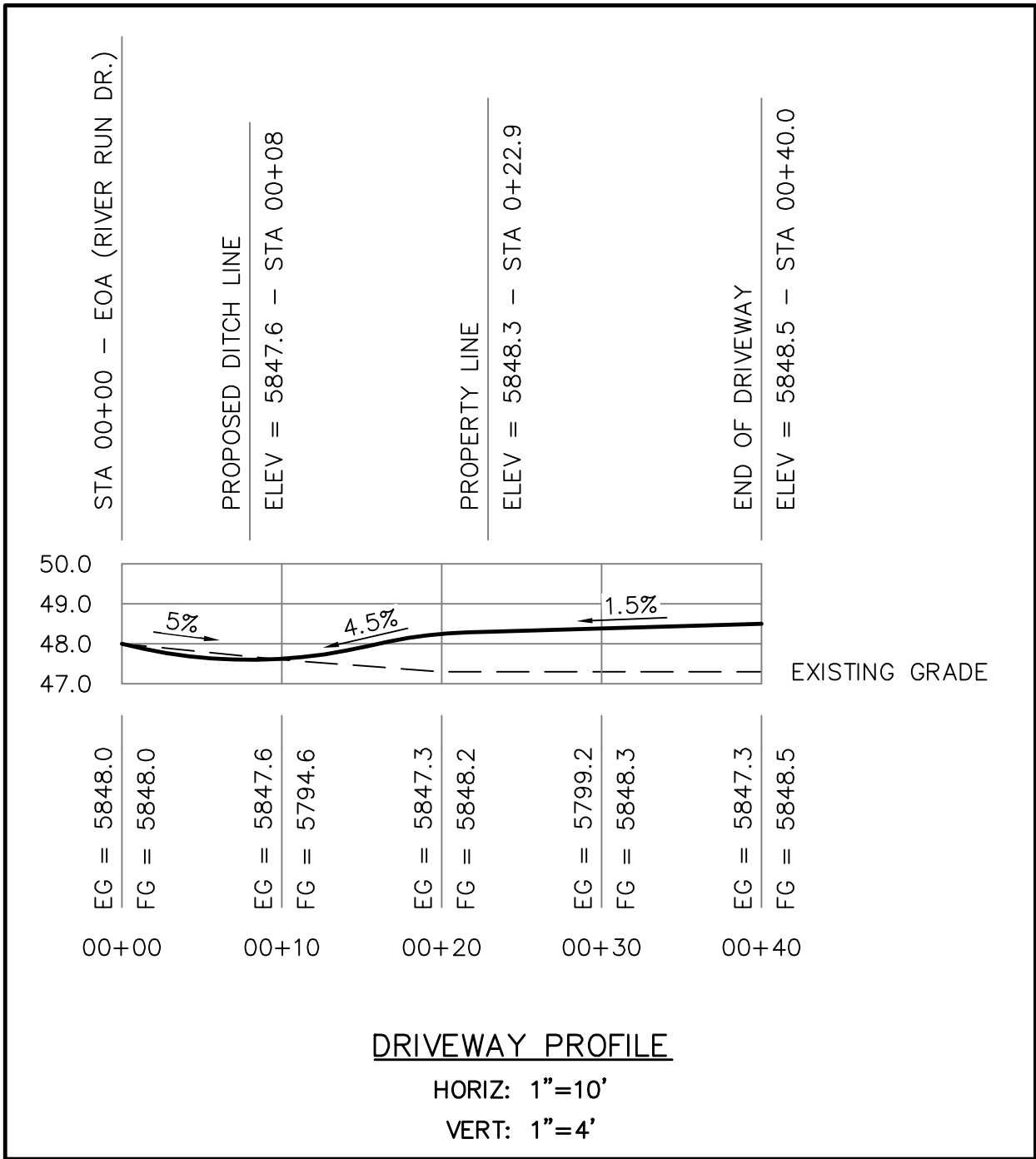


Exhibit B



City of Ketchum
Planning & Building

EXHIBIT "B"

RESIDENTIAL SNOWMELT INSTALLATION CERTIFICATE

PROPERTY OWNER'S NAME: Richard & Mary Miller
PROPERTY ADDRESS: 123 River Run DR
LEGAL DESCRIPTION: Sun Valley Sub 1st Add Rev Lot 8 Block 1
PARCEL NUMBER: RPK 05500010080 73615F

INSTALLATION CONTRACTOR INFORMATION

COMPANY NAME: G & Sons
CONTRACTOR ADDRESS: 122 Second Ave
CONTRACTOR PHONE: 208-720-3776
CONTRACTOR EMAIL: ARNIEGZLA@G2LANDSONS.COM

Pursuant to the requirements of Right-of-Way Encroachment Agreement # 22809, the installation contractor certifies the following:

☒ I certify that the system proposed meets all requirements of the International Energy Conservation Code (2018 IECC, 403.12.2).

☐ I certify that the boiler/heatpump/other (circle one) operates at a 95% percent efficiency.

Boiler/Heatpump Model Number: NAVIEN Model NFB 200H NG

Other: _____

☒ I certify that geofabric will be installed under the pavers to ensure positive drainage off the driveway or sidewalk.

☒ I certify that the system will be operated by an electronic main control board that optimizes the way the system functions and minimizes inefficiencies to the greatest degree possible.

☒ I certify that the system will be installed with in-ground control sensors, linked to the main control board, that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

By, Installation Contractor:

Print Name: ANNIE GONZALEZ

Signature: [Signature]

Date: 11-07-22

By, Owner: Richard B. Miller / Mary P. Miller

Print Name: Rich Miller / Mary Miller

Signature: [Signature]

Date: 11-7-22

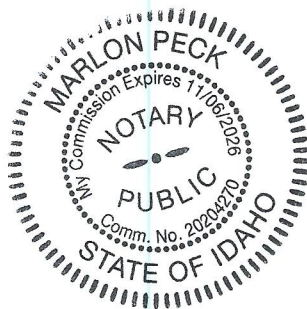
STATE OF Idaho)

) ss.

County of Blaine)

On this 7 day of November, 2022, before me, the undersigned Notary Public in and for said State, personally appeared ANNIE GONZALEZ (Installation Contractor), 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 Idaho

Residing at Ketchum

Commission expires 11-06-2026

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

On this 7 day of November, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Mary and Richard Miller (Owner), 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.



Marlon Peck
Notary Public for Idaho
Residing at Ketchum
Commission expires 11-06-2026



City of Ketchum

November 21, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Request for Council approval on Ketchum Arts Commission selections

Recommendation and Summary

Staff is requesting Council to review and provide comments on two finalists selected by the Ketchum Arts Commission (KAC) for permanent art installation in City Hall.

The reasons for the recommendation are as follows:

- The art pieces will be a permanent part of the city's art collection, located in City Hall.

Introduction and History

On September 19, 2022 KAC issued a Call for Artists for permanent artwork for City Hall. Nineteen artists responded. On October 20, the Ketchum Arts Commission selected two finalists; Rudi Broschofsky from Sun Valley, ID and Julia Seyferth from Ketchum, ID. Each artist will be paid the value of the art determined by the artist. Payment for Rudi is \$12,000 and Julia is \$5,000.

Analysis

Artists were selected through a silent jury process. Three rounds were conducted to eliminate artists, resulting in the selection of the top two. Attached to this staff report is a sampling of each of the two submissions and a brief description of their proposed project.

Financial Impact

There is no new financial requirement or impact. Compensations totaling \$17,000 will be funded by Percent for Arts City Hall. The remaining budget is \$25,500.

Attachments:

- Rudi Broschofsky Image
- Julia Seyferth Image

Rudi Broschofsky – Sun Valley

The Sawtooths, Triptych, 2019, Spray Paint on Hardboard Panels, 44" x 90", \$12,000

Sunset, Copper/Silver



Julia Seyferth – Ketchum

Great Blue Heron, 2020, Pen and Ink, 28.75" (w) x 31.63" (h), framed





City of Ketchum
City Hall

November 21, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Authorization and Approval of Purchase Order 23040 with Nicole Snyder Interiors

Recommendation and Summary

Staff recommends Council to approve Purchase Order 23040 with Nicole Snyder Interiors for the purchase, printing and framing of historic photos for City Hall.

“I move to approve Purchase Order 23040 with Nicole Snyder Interiors.”

The reasons for the recommendation are as follows:

- Photos provide glimpses of Ketchum’s past
- Photos captured certain moments in time to be preserved forever

Introduction and History

The city contracted with Nicole Snyder Interiors to assist in final interior finishes at the new City Hall, including artwork displaying Ketchum’s culture and history. Snyder and staff selected photos from The Community Library archives that focused on Ketchum’s past. Staff concentrated on filling walls in the public facing areas of City Hall.

Nine photos were selected and will be placed in the entryway, Bigwood Conference Room, Community Meeting Room and first-floor landing. The configuration of the plat maps, to be placed in the entryway, is still being considered. Location and size of the photos are depicted on the attached list of historical art imagery.

Financial Impact

Funding for this project will be expensed from the CIP budget.

Attachments:

Purchase Order 23040
Ketchum Historical Art Imagery



CITY OF KETCHUM
PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 23040

To: 5913 NICOLE SNYDER INTERIORS PO BOX 3205 SUN VALLEY ID 83353	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/17/2022	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	PHOTO'S FOR CITY HALL 03-4193-9930	15,000.00	15,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		15,000.00

Authorized Signature

KETCHUM CITY HALL
KETCHUM HISTORICAL ART IMAGERY
FINALIZED SELECTIONS / REVISED
NOVEMBER 16, 2022

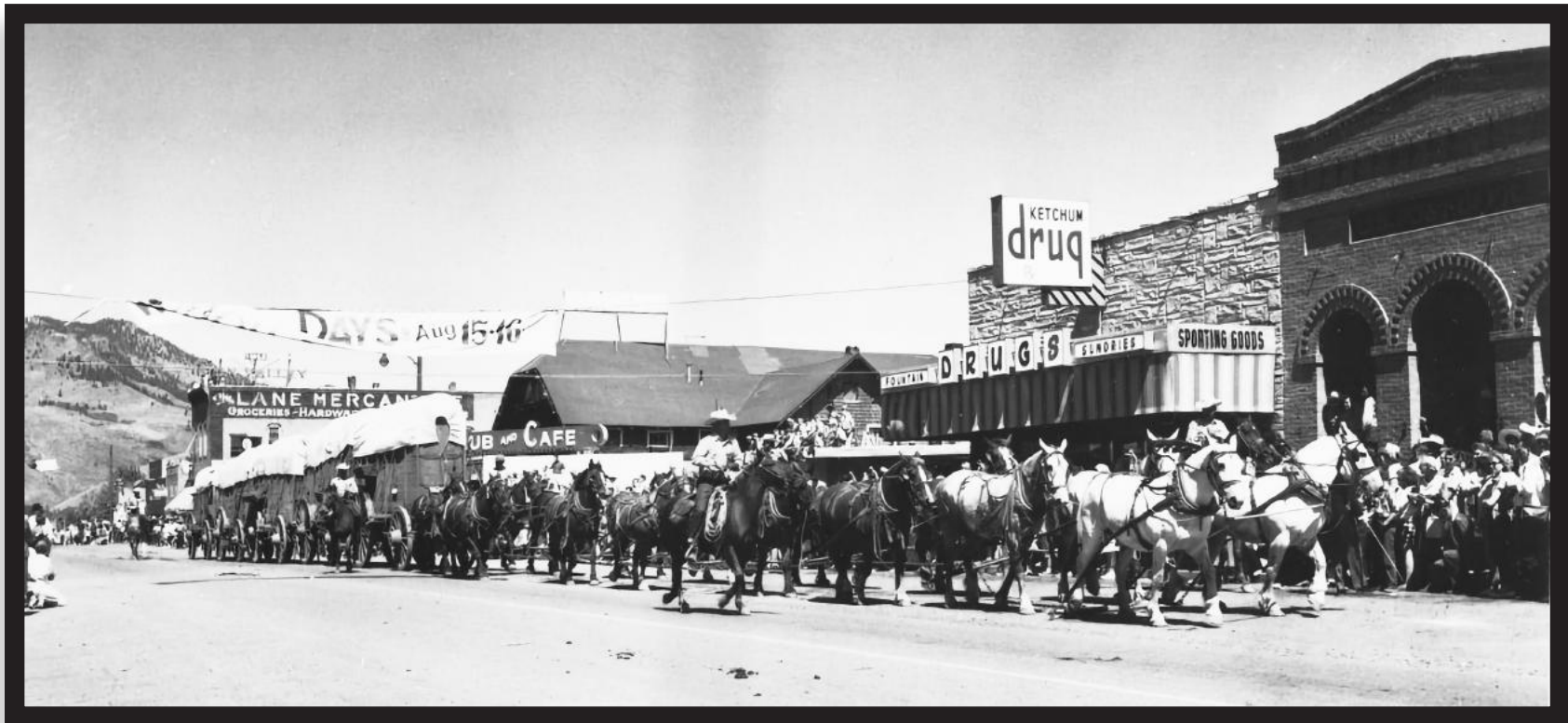




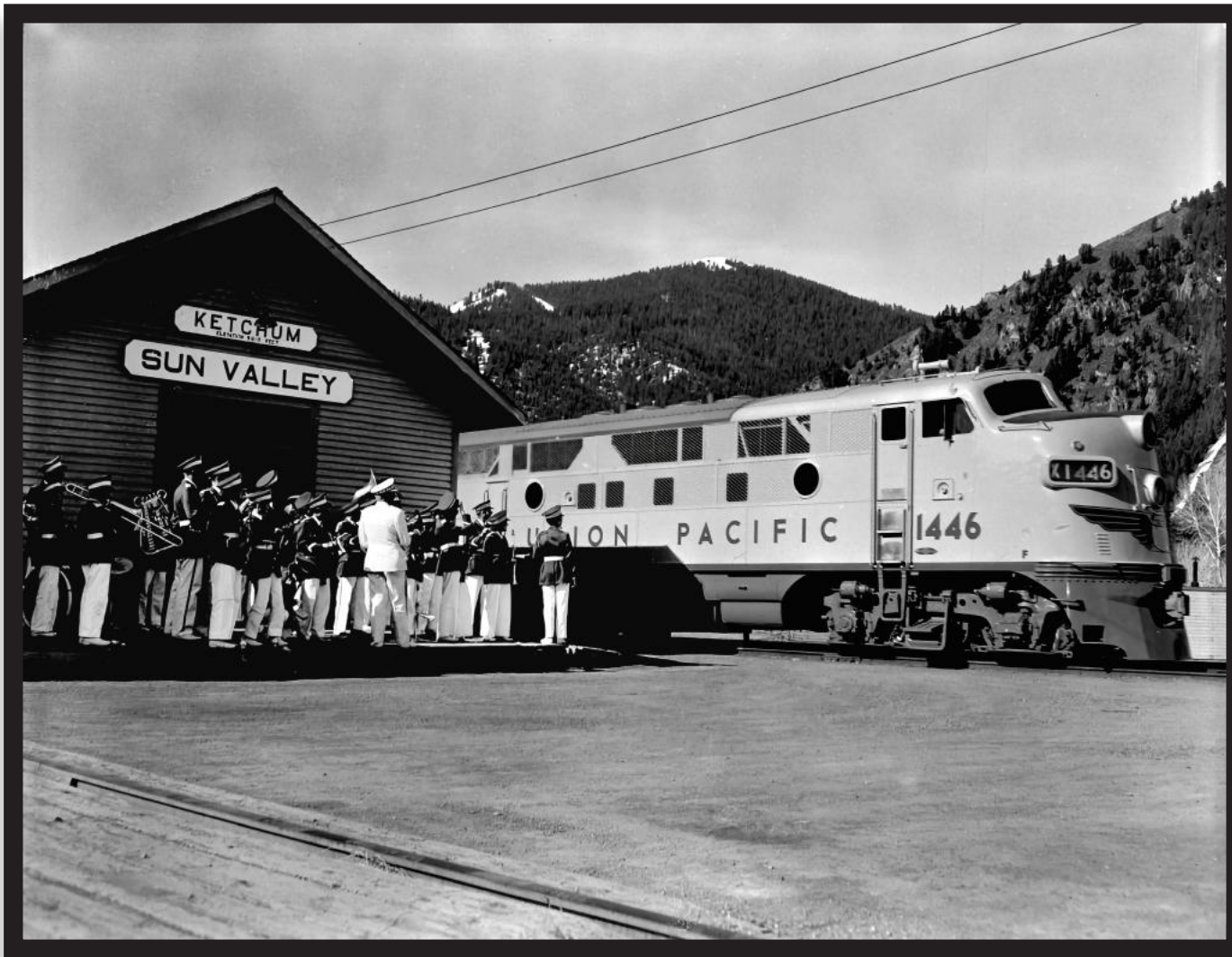
F 08422 / DOWNTOWN KETCHUM, WINTER / 82.5" x 48"
 Gold Mine Collection, Jeanne Rodger Lane Center for Regional History



F 00069 / KETCHUM WOMEN'S FOOTBALL TEAM GROUP PHOTO IN FRONT OF DOLLARHIDE HOUSE / 42" x 25"
Miriam Breckenridge Collection, Benoit/Allen Scrapbook, Jeanne Rodger Lane Center for Regional History



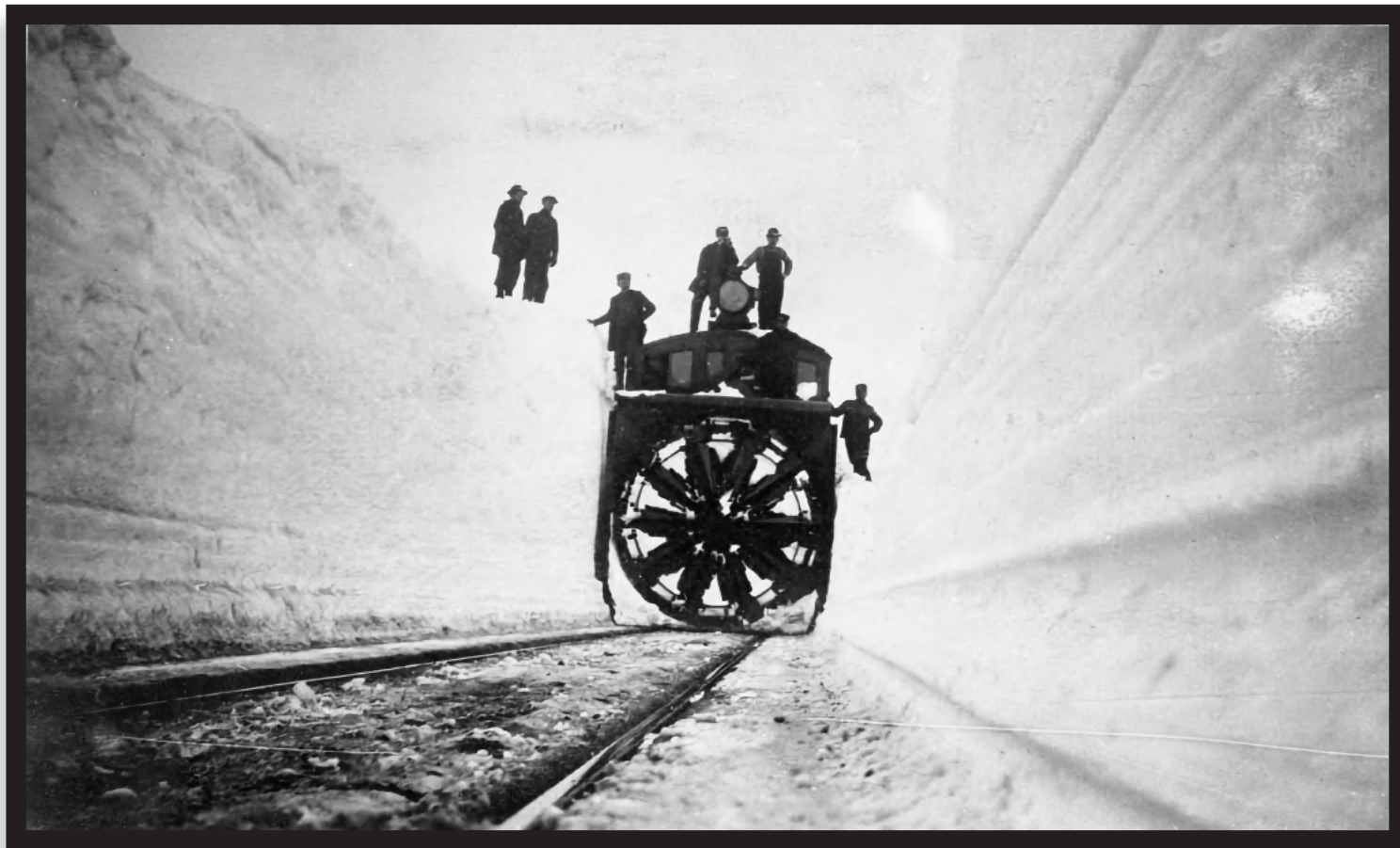
F 03927 / WAGON DAYS PARADE 1958 / 90" x 40"
 Edith Ellis Hyde Collection, Jeanne Rodger Lane Center for Regional History



F 06575 / HAILEY HIGH SCHOOL BAND MEETS ARTURO TOSCANINI IN KETCHUM, CIRCA 1950 / 42" x 32"
 DORICE TAYLOR COLLECTION, JEANNE RODGER LANE CENTER FOR REGIONAL HISTORY



F 06113 / KETCHUM FIRE DEPARTMENT / 64" x 40"
BENOIT/ALLEN SCRAPBOOK COLLECTION, JEANNE RODGER LANE CENTER FOR REGIONAL HISTORY



F 01485 / ROTARY PLOW ON SHOSHONE TO KETCHUM TRAIN / 48" x 29"
LARRY BURKE BLAINE COUNTY MUSEUM COLLECTION, JEANNE RODGER LANE CENTER FOR REGIONAL HISTORY



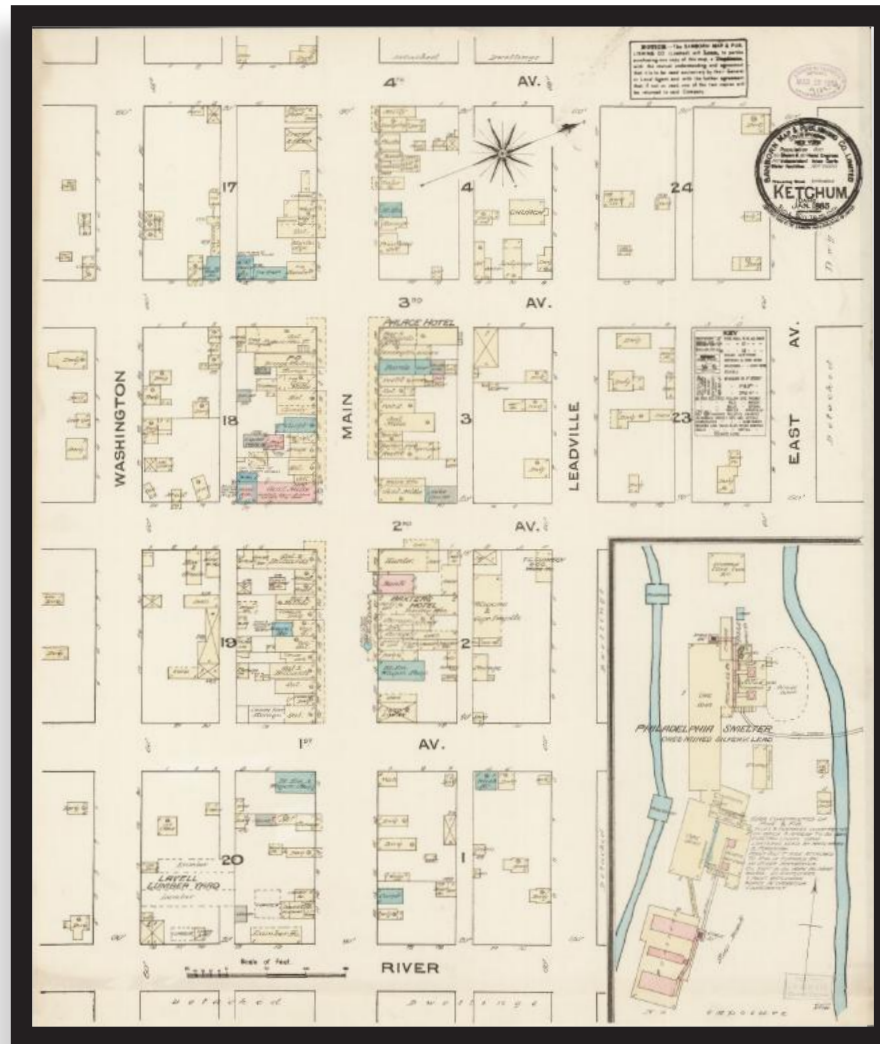
F 01480 / TRAIN FROM SHOSHONE TO KETCHUM / 48" x 29"

LARRY BURKE BLAINE COUNTY MUSEUM COLLECTION, JEANNE RODGER LANE CENTER FOR REGIONAL HISTORY

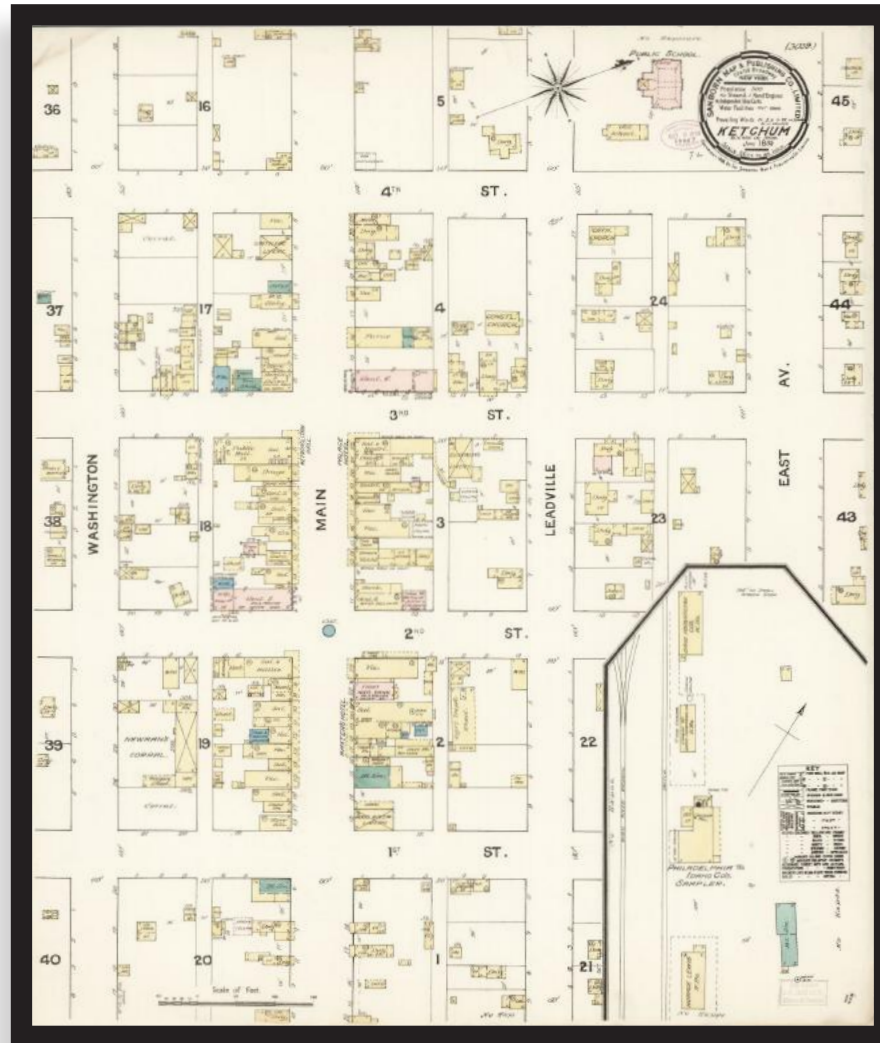


F 00001 / SHEEP IN KETCHUM STOCKYARD, 1938 / 78" x 44"
MIRIAM BRECKENRIDGE COLLECTION, JEANNE RODGER LANE CENTER FOR REGIONAL HISTORY

• **NOTE:** CROPPING & RETOUCHING ARE RECOMMENDED, TO ADDRESS MARKINGS IN RIGHT-HAND PORTION OF THIS IMAGE.



PLAT MAP 2 / SANBORN MAP, 1885
 Size: To Be Determined



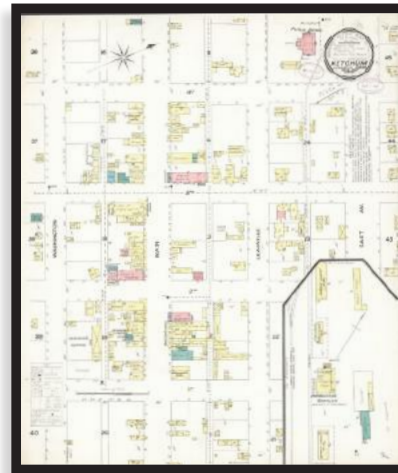
PLAT MAP 3 / SANBORN MAP, 1888
Size: To Be Determined



PLAT MAP 4 / SANBORN MAP, 1890
Size: To Be Determined



PLAT MAP 5 / SANBORN MAP, 1897
Size: To Be Determined



PLAT MAPS / SAMPLE GROUPING
Size: To Be Determined



PLAT MAPS / SAMPLE GROUPING
Size: To Be Determined



City of Ketchum

November 17, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve EMS Agreement with Blaine County Ambulance District

Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

"I move to approve the Emergency Medical Services Agreement between the City of Ketchum and Blaine County ambulance District and authorize the Mayor to sign said agreement."

The reasons for the recommendation are as follows:

- This is an annual agreement between the City of Ketchum and Blaine County Ambulance District.

Introduction and History

The City of Ketchum provides contract ambulance service to the North portion of Blaine County. This agreement continues past agreements and includes a significant increase in funding to the city.

Sustainability Impact

No impact.

Financial Impact

This contract provides a significant portion of the funding for the Ketchum Fire Department.

Attachments

EMS Agreement – City of Ketchum

Acceptance

Neil Bradshaw, Mayor
City of Ketchum

FY23 EMERGENCY MEDICAL SERVICES AGREEMENT 22813 – CITY OF KETCHUM

THIS AGREEMENT 22813 made and entered this ____ day of _____, 2022, by and between the BLAINE COUNTY AMBULANCE DISTRICT, a legal taxing district of the State of Idaho (hereinafter “Ambulance District”), and the CITY OF KETCHUM, a municipal corporation of the State of Idaho.

WITNESSETH:

WHEREAS, Blaine County has established an ambulance service district, in accordance with the provisions of Section 31-3901, et seq., of the Idaho Code, authorized to provide ambulance and emergency medical service (collectively referred to as “EMS Service”) to serve the area within Blaine County and to determine the manner in which that service shall be operated and, if deemed appropriate, to enter into agreements to provide such EMS Service for Blaine County; and,

WHEREAS, Blaine County has been divided into two (2) ambulance service districts – northern and southern. The northern district comprising all of the area of Blaine County north of the intersection of State Highway 75 and the Big Wood River, directly south of Greenhorn Gulch to the Custer County Line and the southern district comprising all of Blaine County south of the aforementioned intersection; and,

WHEREAS, in 2000 it was determined in a comprehensive emergency medical services plan (the “EMS Plan”) the need for the Ambulance District to develop a model EMS delivery system to address the continued expansion of the service needs that would fund and sustain a higher level of EMS Service for the residents and guests of Blaine County. The EMS Plan included an operational plan for the City of Ketchum Fire Department in the northern district and Wood River Fire Protection District in the southern district to move forward in providing a higher level of EMS Service as their resources allow; and,

WHEREAS, it was advantageous to both the Ambulance District, and for the City of Ketchum from both a financial and service standpoint for the Ambulance District to enter into an Agreement with the City of Ketchum to provide EMS Service to the northern district; and,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED between the parties as follows:

1. Level of Service: During the term of this Agreement, the City of Ketchum agrees to provide and maintain paramedic level EMS Service licensed by the State of Idaho Department of Health and Welfare EMS Bureau as advanced life support level two (“ALS Level 2”) for the treatment and transport of patients from the northern district of Blaine County twenty-four (24) hours per day, seven (7) days per week.
2. Services Provided: Paramedic level EMS Service shall be provided under the terms and conditions contained herein:
 - 2.1 In providing paramedic level EMS Service to the northern district of Blaine County twenty-four (24) hours per day, seven (7) days a week, the City of Ketchum shall respond to emergency medical service (“EMS”) incidents with one (1) fully equipped ALS Level 2

licensed ambulance with a minimum of one (1) certified paramedic/firefighter and one (1) certified emergency vehicle operator/firefighter for the entire duration of the first EMS incident. In the event that additional emergency or non-emergency calls for EMS Service in the northern district are requested at any time during the duration of the first EMS incident, the City of Ketchum agrees to make every effort to provide EMS Service to all other emergency medical calls with a licensed back-up ambulance and appropriately certified EMS personnel providing a minimum of basic life support ("BLS") treatment and transport, when appropriately certified personnel are available and resources allow.

- 2.2 EMS Services provided are subject to the operational needs of the northern portion of the Ambulance District and the needs of the City of Ketchum. In this regard and when available and resources allow, the City of Ketchum will provide EMS Service to the southern district of the Ambulance District and other areas in the same manner in responding to emergency and non-emergency events and the needs of existing Mutual Aid Agreements.
- 2.3 City of Ketchum personnel (and ambulance) responding to emergency and non-emergency medical calls under this agreement shall operate as a unit of the City of Ketchum and act under the control of the most qualified medical personnel on scene and operate under the Ketchum Fire Department (KFD) standard operating guidelines. Notwithstanding, City of Ketchum personnel shall be subject to the provisions of the State of Idaho EMS Bureau, applicable National Fire Protection Association standards and other safety standards.
- 2.4 As provided by law, the Chief or Officer of the City of Ketchum Fire Department in charge at the scene of an emergency involving the protection for life or limb, shall have the authority to direct such operation as may be necessary to perform appropriate rescue operations consistent with the National Incident Management System (NIMS), Wood River Mutual Assistance Agreement and the Blaine County Emergency Operations Plan.
- 2.5 The City of Ketchum shall provide emergency medical transport from EMS incidents in the northern district of Blaine County to St. Luke's Wood River Medical Center located in the northern district of Blaine County.
- 2.6 The City of Ketchum may provide the transfer of patients from St. Luke's Wood River Medical Center to the patient's home, or other destinations, when appropriately certified volunteer or off-duty personnel are available and as resources allow, on a rotating basis with the southern district, recognizing that minimum staffing for local EMS response shall be a priority. St. Luke's may call upon the City of Ketchum or Wood River Fire and Rescue when Air St. Luke's Ketchum and St. Luke's Magic Valley responders are otherwise unavailable because of other patient emergencies. City of Ketchum agrees to provide a minimum staffing of one (1) certified emergency vehicle operator/firefighter and one (1) certified EMS provider for the appropriate level of patient care up to ALS-2 for routine transfers. No more than one (1) patient transfer by ambulance to destinations outside of Blaine County shall be approved at the same time recognizing the need for available ambulances and staffing in Blaine County. As it pertains to extreme weather conditions and other difficult circumstances, the safety of the crew members and the patient being transferred shall be the number one priority at all times with the final decision approving the transfer determined by the City of Ketchum Fire Chief or the City of Ketchum Fire Department shift officer in the Fire Chief's absence.

- 2.7 The City of Ketchum shall supply equipment and provide the following technical rescue services that are normally performed in the scope of fire department operations: vehicle extrication, swift water rescue, cold water rescue, high and low angle rope rescue.
- 2.8 The City of Ketchum shall supply equipment and provide backcountry rescue and winter rescue services that are normally performed in the scope of search and rescue operations. When requested, the City of Ketchum shall provide medical support and stand-by to Blaine County Search and Rescue when the condition of a lost person is unknown.
- 2.9 When requested, the City of Ketchum may provide EMS stand-by coverage for special events when appropriately certified volunteer or off-duty personnel are available and resources allow.
3. Compliance with Laws and Accreditation: The City of Ketchum will comply with all Federal, State, County, and local statutes, regulations, or ordinances in its provision of the EMS Service as described within this Agreement, and to maintain its current ambulance license issued by the State of Idaho EMS Bureau. The City of Ketchum agrees that its records and rosters regarding equipment, vehicles, and training may be reviewed by the Ambulance District during regular business hours.
4. Communications: Communications capabilities shall be maintained between the City of Ketchum base stations, its ambulances and personnel on incidents and Blaine County Communications ("Comm.") provided under the Consolidated Emergency Communications Services Agreement. The City of Ketchum shall also maintain and operate State of Idaho EMS channels F1 and F2 in its radio communications equipment.
5. Medical Supervision: The City of Ketchum shall utilize the Physician Medical Director under contract with the Ambulance District agreed upon by the City of Ketchum and in compliance with the State of Idaho. City of Ketchum personnel shall follow the EMS protocols established by the controlling medical director or their designee. The City of Ketchum further agrees to adhere to, as a minimum standard, the State of Idaho EMS Bureau Paramedic Protocols, as amended, with respect to medical acts not governed by the protocols developed by the Blaine County Ambulance District Physician Medical Director.
6. Training: The City of Ketchum shall provide sufficient EMS training of personnel and continuing education (CE) of personnel at the current levels in compliance with State of Idaho EMS Bureau standards.
7. Equipment: During the term of this agreement, the Ambulance District shall provide the City of Ketchum three (3) ambulances, three (3) Zoll Heart Monitors and accessory equipment as well as other approved capital purchases which will remain the property of the Ambulance District. All ambulances and equipment purchased by the Ambulance District during the term of this agreement shall be in compliance with all applicable laws, regulations and safety standards including but not limited to National Standards and standards set forth by the State of Idaho EMS Bureau for the treatment and transport for Advanced Life Support (ALS) under the approved replacement schedule of the Ambulance District. The City of Ketchum shall provide an updated inventory list of "Exhibit A" of all vehicles and equipment owned by the Ambulance District that exceeds a purchase value of FIVE THOUSAND DOLLARS (\$5,000.00).
- 7.1 The City of Ketchum shall be responsible for the routine maintenance of all EMS Service vehicles and equipment including rescue and extrication equipment. All vehicles and equipment shall be kept in sound operating condition, and maintained, operated, and

equipped in compliance with all applicable laws, regulations and safety standards including but not limited to National Standards and standards set forth by the State of Idaho EMS Bureau as complying with their minimum licensing standards, within the budgeted amounts provided by the Ambulance District.

- 7.2 The City of Ketchum shall be responsible for accomplishing the rebranding of the three (3) ambulances as “Blaine County Ambulance” for consistency purposes. The Blaine County Ambulance District will be responsible for paying for the associated costs.
8. Records Management System: The City of Ketchum shall maintain a record of each incident in compliance with national standards and the State of Idaho EMS Bureau.
9. Total Quality Management Program: The City of Ketchum shall maintain a Total Quality Management Program including but not limited to administrative management, financial management, educational standards administration (current and continuing) and both internal and external monitoring of services provided and shall provide quarterly reports of said Program to the Blaine County Ambulance District Board (hereinafter “the Board”).
10. Insurance: The City of Ketchum shall provide the level of insurance noted in “Exhibit B” on all apparatus, equipment and personnel during the term of this Agreement.
11. Independent Contractor: Notwithstanding any language to the Contrary contained in this Agreement, the City of Ketchum is acting as an independent contractor and not an employee or agent of the Ambulance District.
12. Compensation:
- 12.1 For the furnishing of said EMS Service, the City of Ketchum shall receive from the Ambulance District, as a base fee, the sum of ONE MILLION, FIVE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FIFTY-SEVEN DOLLARS (\$1,513,357.00) for the fiscal year 2023, payable upon receipt of an invoice in monthly installments of ONE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED THIRTEEN DOLLARS AND EIGHT CENTS (\$126,113.08) on the 20th day of each month commencing October, 2022. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided.
- 12.2 For the ambulance vehicle storage and facility maintenance costs, the City of Ketchum shall receive from the Ambulance District, as a base fee, the sum of THIRTY-SIX THOUSAND DOLLARS (\$36,000.00) for the fiscal year 2023, payable upon receipt of an invoice in monthly installments of THREE THOUSAND DOLLARS (\$3,000.00) on the 20th day of each month. This fee accounts for ONE THOUSAND DOLLARS (\$1,000.00) per month per ambulance being stored, maintained and operated by the City of Ketchum. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided. In the event that the City of Ketchum houses one of the ambulance vehicles at another location besides the City of Ketchum Fire Station, the City of Ketchum shall pay the entity that owns said facility where the ambulance is housed in the amount of ONE THOUSAND DOLLARS (\$1,000.00) per month. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided.
- 12.3 Prior to the commencement of each annual renewal period, the parties shall negotiate in good faith the annual base fee. The Ambulance District shall pay City of Ketchum for the furnishing of said EMS Service during the renewal period.

13. Fees for Service: In addition to said base fee to be received from the Ambulance District, the City of Ketchum shall charge patients for services rendered in accordance with the amounts scheduled in the most recent Blaine County Resolution regarding Emergency Medical Service User and Supplies fees. The fees charged the patient for services rendered shall be collected and retained by the Ambulance District.
14. Budget: The City of Ketchum shall submit an annual budget to the Ambulance District Board by the Third Monday of May each year for the operation of the EMS Service, as well as its anticipated revenue and expenses for the coming year as required by Idaho law, from which the Agreement fee for the coming budget year will be negotiated.
15. Strategic Plan: The continuation of this Agreement is contingent upon continued participation of the City of Ketchum Fire Department with the Blaine County Ambulance District and its other stakeholders with the Ambulance District Strategic Plan and the initiatives, goals and objectives that were identified during the Strategic Planning process.
16. Term:
- 16.1 This Agreement may be terminated by either party upon the giving of ninety (90) days written notice prior to June 1 of any calendar year; provided, however, that this Agreement is subject to immediate termination on written notification by the Ambulance District for the failure of the City of Ketchum to provide equipment, personnel or service in accordance with the terms of the Agreement. Upon termination of this Agreement, it is understood by the parties that any and all property, apparatus and equipment owned or purchased by either party before or during the term of this Agreement shall remain the sole property of the acquiring party.
- 16.2 The Agreement shall commence on October 1, 2022, and shall run one (1) year, ending at midnight on September 30, 2023.
17. Assignment:
- 17.1 This Agreement shall not be assigned by the City of Ketchum without the prior written consent of the Ambulance District.
- 17.2 This Agreement constitutes the sole understanding of the parties. Any and all verbal and/or oral agreements are hereby merged into this Agreement. Any subsequent modification of this Agreement must be in writing.

IN WITNESS WHEREOF, the Blaine County Ambulance District has caused its name and seal to be subscribed and affixed hereto, pursuant to resolution of the Board of County Commissioners of Blaine County and the City of Ketchum has hereunto caused its name and the Mayor's signature to be affixed pursuant to authorization by the City of Ketchum City Council.

BLAINE COUNTY AMBULANCE DISTRICT BOARD

DICK FOSBURY, CHAIR

ANGENIE MCCLEARY, VICE-CHAIR

MUFFY DAVIS, COMMISSIONER

Attest: _____
STEPHEN MCDOUGALL GRAHAM, CLERK

CITY OF KETCHUM

NEIL BRADSHAW, MAYOR

Attest: _____
City Clerk

EXHIBIT A

Capital Equipment Inventory

VEHICLE INVENTORY:

2009 Ford Type 1 Ambulance	VIN # 1FDWF37R09EA25958
2015 Chevrolet Type 1 Ambulance	VIN # 1GB3KZCG1FF120193
2018 Ford Type 1 Ambulance	VIN # 1FDRF3HT4KDA05263
2021 Ford Type 1 Ambulance	VIN # 1FDUF4HT4MEC12314

EQUIPMENT INVENTORY:

Ambulance 21 Zoll X Series Sure Power II Manual Defibrillator Serial # AR18I034684

Ambulance 22 Zoll X Series Sure Power II Manual Defibrillator Serial # AR18I034668

Ambulance 23 Zoll X Series Sure Power II Manual Defibrillator Serial # AR18I034677

For Blaine County
Ambulance District

For The
City of Ketchum

Dick Fosbury
Blaine County Ambulance District Chair

Neil Bradshaw
Mayor

EXHIBIT B

Insurance

- A. The City of Ketchum, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, the Ambulance District does not represent that coverage and limits are necessarily adequate to protect the City of Ketchum.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to the Ambulance District prior to the state date of the agreement. All certificates must be signed by an authorized representative of the City of Ketchum's insurance carrier and must state that the issuing company, its agents, or representatives will provide the Ambulance District thirty (30) days written notice prior to any policies being cancelled. Renewal certificates must be provided to the Ambulance District within thirty (30) days after the effective date of the renewal.
- C. Certificates shall be mailed to:

Blaine County Administrator
206 First Avenue South, Suite 300
Hailey, ID 83333
- D. Certificates must show evidence of the following minimum coverages:
 - 1. **Workers' Compensation** insurance meeting the statutory requirements of the State of Idaho.
 - 2. **Employers' Liability** insurance providing limits of liability in the following amount:
\$500,000 for claims brought pursuant to Title 9, Chapter 9 Idaho Code (Tort Claims Act) and \$3,000,000 for all other claims.
 - 3. **Commercial General Liability** insurance providing limits of liability in the following amounts:
\$500,000 for claims brought pursuant to Title 9, Chapter 9 Idaho Code (Tort Claims Act) and \$3,000,000 for all other claims.



City of Ketchum
P.O. Box 2315 | 191 5th St. West | Ketchum, ID 83340

November 21, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

2023 Ketchum Traffic Authority Proposed Meeting Dates

Recommendation and Summary

Staff recommends that the City Council approve Resolution Number 22-036 setting the 2023 regular meeting dates of the Ketchum Traffic Authority and authorizing the Mayor to sign said resolution.

"I move to approve Resolution Number 22-036."

The reason for the recommendation is as follows:

- Each year the City Council passes a resolution setting the dates for the regular Ketchum Traffic Authority meetings.

Financial Impact

There is no financial impact.

CITY OF KETCHUM
RESOLUTION NUMBER 22-036

A RESOLUTION OF THE KETCHUM TRAFFIC AUTHORITY OF THE CITY OF KETCHUM, IDAHO ESTABLISHING THE DATES FOR ALL REGULAR TRAFFIC AUTHORITY MEETINGS FOR 2023.

WHEREAS, the regular meetings of the KETCHUM TRAFFIC AUTHORITY shall be held on the third Thursday of each month at 9:00am at Ketchum City Hall; and

WHEREAS, pursuant to Idaho code § 67-2343 (1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once a year of its original meeting schedule; and

WHEREAS, the Ketchum Traffic Authority has determined that listing all regular meetings being held in 2023 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM that the meetings of the Ketchum Traffic Authority for 2023 are as follows:

Thursday, January 19, 2023
Thursday, February 16, 2023
Thursday, March 16, 2023
Thursday, April 20, 2023
Thursday, May 18, 2023
Thursday, June 15, 2023
Thursday, July 20, 2023
Thursday, August 17, 2023
Thursday, September 21, 2023
Thursday, October 19, 2023
Thursday, November 16, 2023
Thursday, December 21, 2023

This resolution shall be in full force and effect upon its passage.

APPROVED by the Council of the City of Ketchum this ____ day of November, 2022.

Neil Bradshaw, Mayor
City of Ketchum

ATTEST:

Trent Donat
City Clerk



City of Ketchum

November 21, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order 23038 for ICRMP Insurance Renewal for the Annual Policy Period

Recommendation and Summary

Staff is recommending council approval of the attached purchase order for insurance renewal using the following motion:

"I move to authorize the Mayor to sign Purchase Order #23038, approving the minimum payment and annual cost, to renew the City Public Entity Multi-Lines Insurance Policy with ICRMP."

Introduction and History

ICRMP and its staff provide Idaho City Policy Holders direct access to Sales, Claims and Service functions.

Sustainability Impact:

There is no sustainability impact arising from this action.

Financial Impact:

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

Annual Public Entity Multi-Line Insurance Policy Financial Detail:

Minimum Payment	Annual Cost
\$69,889	\$139,778

Attachments:

- Multi-lines Policy
- Summary of Policy Changes 2022-2023
- Purchase Order
- Billing



Policy Year

2022-2023

PUBLIC ENTITY

Multi-Lines Insurance Policy

Issued for:

City of Ketchum

Issued by:

Idaho Counties Risk Management Program

3100 Vista Avenue, Suite 300, Boise, ID 83705

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

www.icrmp.org

August 25, 2022

TO: City of Ketchum

RE: Terrorism Coverage for Policy Year Effective October 1, 2022

Dear Valued ICRMP Member:

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

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

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

Sincerely,

Sandy Moser
Underwriting Manager

PUBLIC ENTITY MULTI-LINES INSURANCE POLICY DECLARATIONS

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

Named Insured:	City of Ketchum
Address:	PO Box 2315 Ketchum, Idaho 83340
Application Date:	August 1, 2022
Policy Number:	42A02097100122
Policy Period:	From: October 1, 2022 To: October 1, 2023 <i>Both dates above at 12:01 AM</i>
Member Contribution:	\$139,778
<p style="text-align: center;">NOTICE REGARDING INSURANCE GUARANTY ASSOCIATION</p> <p>As required by Article VIII, Section 4 and Article XII, section 4 of the Idaho Constitution and Idaho Code Section 41-3603(10), the ICRMP Program is not a participant in the Idaho Insurance Guaranty Association. As such, ICRMP Subscribers are not responsible for the costs of private insurer insolvencies, nor are they or claimants against them entitled to any of the protections which participation in the Guaranty Association would provide. This notice is provided in cooperation with the Idaho Insurance Guaranty Association. For additional information concerning this notice, contact ICRMP at 208-336-3100.</p>	

PROPERTY

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

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

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

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

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

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

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

Section and/or Insuring Agreements	Indemnification Limit for Covered Claims Brought Pursuant to Title 6, Ch. 9, Idaho Code	Indemnification Limit for All Other Covered Claims	Defense Cost Limit for Covered Claims	Coverage Basis
ERRORS & OMISSIONS LIABILITY – SECTION X <u>CLAIMS MADE COVERAGE</u> Retroactive Date: October 1, 2009 1. Errors & Omissions Liability	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
EMPLOYEE BENEFITS LIABILITY – SECTION XI <u>CLAIMS MADE COVERAGE</u> Retroactive Date: October 1, 2009 1. Employee Benefits Liability	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
EMPLOYMENT PRACTICES LIABILITY – SECTION XII <u>CLAIMS MADE COVERAGE</u> Retroactive Date: October 1, 2009 1. Employment Practices Liability	\$500,000	\$3,000,000	\$2,000,000	Per covered claim. Deductible applies as follows: The first \$20,000 per covered claim as detailed within the coverage section.
SEXUAL MOLESTATION/SEXUAL ABUSE LIABILITY – SECTION XIII <u>CLAIMS MADE COVERAGE</u> Retroactive Date: October 1, 2010 1. Sexual Molestation/Sexual Abuse Liability	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
CHEMICAL SPRAYING ACTIVITIES LIABILITY – SECTION XIV <u>CLAIMS MADE COVERAGE</u> Retroactive Date: October 1, 2009 1. Chemical Spraying Activities Liability	\$500,000	\$500,000	\$500,000	Per covered claim and/or in the aggregate for multiple claims.

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

----- SECTION XV – ENDORSEMENTS -----

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

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

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SECTION I - GENERAL INSURING AGREEMENT

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

SECTION II - GENERAL DEFINITIONS

- A. Unless otherwise stated or amended in a specific subsequent section or endorsement, the following definitions are applicable to all sections and endorsements of this policy.
1. **"Accident"** means a sudden, unexpected, and unintended event.
 2. **"Aircraft"** means any contrivance used or designed to carry people in flight.
 3. **"Bodily Injury"** means physical injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress, or disability sustained by a natural person, including death resulting from any of these.
 4. **"Communicable Disease"** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
 5. **"Damages"** means monetary compensation to be awarded through judgment in a court proceeding or through settlement agreed to by **us** to compensate a claimant for harm suffered.
 6. **"Discrimination"** means any actual or alleged:
 - a. Violation of any employment discrimination law; or
 - b. Disparate treatment of, or the failure or refusal to hire a person because he or she is or claims to be a member of a class which is or is alleged to be legally protected.
 7. **"Employee Benefit Program"** means a program providing group life insurance, group accident or health insurance, or group dental, vision and hearing plans, retirement, profit sharing, unemployment insurance, or any other benefit provided that no one other than an employee of the **named insured** may subscribe to such insurance or plans and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements.
 8. **"Employment Sexual Harassment"** means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or any other verbal or physical conduct of a sexual nature of a person by another person, or persons acting in concert, which causes harm when:
 - a. Submission to or rejection of such unwelcome conduct is made either explicitly or implicitly a condition of a person's employment, or basis for employment decisions affect a person; or
 - b. Such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creates an intimidating, hostile or offensive work environment.
 9. **"Employment Harassment"** means any actual or alleged harassment, other than **employment sexual harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile or offensive work environment.
 10. **"First Aid"** means the rendering of emergency medical treatment at the time of an **accident** and only when other licensed medical professional care is not immediately available.

11. **"First Made"** means when **you** first give written notice to **us** that a claim has been made against **you**, but not later than the end of this **policy period** or any extended reporting period **we** provide. Reports of incidents or circumstances made by **you to us** as part of risk management or loss control services shall not be considered notice of a claim.
12. **"Fungi"** means any organism of the plant kingdom Fungi, which lacks chlorophyll and vascular tissue, including but not limited to, yeast, mold, mildew, rust, smut, mushrooms, spores, mycotoxins, or any other substances, odors, or byproducts arising out of the current or past presence of fungi.
13. **"Impaired Property"** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous, or if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work**.
14. **"Insured"** means:
 - a. The **named insured** and
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor.
15. **"Insured Property"** means the following property as listed on **your schedule of values**, unless excluded elsewhere in this policy, to the extent of the interest in such property:
 - a. Real property, including but not limited to buildings, remodeling, installations, and construction in which **you** have an insurable interest.
 - b. Personal Property:
 - (1) Owned by **you**, including **your** interest as a tenant in improvements and betterments; or
 - (2) Of **your** officers and employees on **your** property; or
 - (3) Of others in **your** custody to the extent **you** are under obligation to keep insured for physical loss or damage;
 - c. **Mobile equipment, vehicles, unmanned aircraft system** and watercraft **you** own, rent, or lease.
16. **"Jail Operations Services"** means activities relating to the detention of prisoners, arrestees or detainees at a detention facility, jail, work program, or other facility however described used to hold prisoners, arrestees, or detainees in the charge of an **insured**, while acting in the course and scope of employment on **your** behalf.
17. **"Law Enforcement Services"** means any law enforcement assistance or service performed by **your** law enforcement officer, including any necessary action or items to perform their duties, in the course and scope of employment on **your** behalf.
18. **"Mobile Equipment"** means equipment such as earthmovers, tractors, diggers, farm machinery, forklifts, heavy construction equipment, mobile medical equipment, etc., that even when self-propelled, are not considered **vehicles**.
19. **"Named Insured"** means the public entity identified in the declarations pages of this policy.
20. **"Normal"** means the condition that would have existed had no physical loss or damage occurred.
21. **"Occurrence"** means an **accident** or a continuous or repeated exposure to the same general conditions which result in **personal injury** and/or **property damage** during the **policy period**. All **personal injury** to one or more persons and/or **property damage** caused by an **accident** or a continuous or repeated

exposure to the same general conditions or a series of continuous, repeated or related **accidents** shall be deemed one **occurrence** regardless of the number of **insureds** involved, period of time or area over which such **personal injury** or **property damage** occurs or number of persons suffering **personal injury** or **property damage** and shall be deemed to occur when the first part of such **personal injury** or **property damage** commences.

22. "**Personal Injury**" means **bodily injury**, mental anguish, shock, sickness, disease, disability, wrongful eviction, malicious prosecution, humiliation, invasion of rights of privacy, libel, slander or defamation of character, piracy, and any infringement of copyright of property, erroneous service of civil papers, assault, battery, and disparagement of property.
23. "**Policy Period**" means the period from the effective date of this policy to the expiration date stated in the declarations pages, or earlier termination date, if any, of this policy.
24. "**Pollutant(s)**" means:
 - a. Those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property;
 - b. Any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals and waste, including debris and trash and materials to be recycled, reconditioned or reclaimed;
 - c. **Fungi**, mold, mildew, or silica;
 - d. Hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.
25. "**Premises**" means any real property or land possessed and controlled by **you** in **your** capacity as a possessor.
26. "**Property Damage**" means physical damage to or destruction of tangible property, including loss of use resulting from such physical damage or destruction.
27. "**Retaliation**" means any actual or alleged wrongful termination or other adverse employment action by any **insured** against a person or persons on account of:
 - a. Assistance, testimony or cooperation with a proceeding or investigation regarding alleged violations of law;
 - b. Exercise or attempted exercise of rights protected by law;
 - c. Disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law; or
 - d. Refusal to violate any law.
28. "**Sexual Molestation or Sexual Abuse Wrongful Act**" means any act or omission relating to:
 - a. The alleged, actual, threatened, unwelcome or offensive:
 - (1) Physical conduct of a sexual nature, including sexual abuse or molestation; or
 - (2) Verbal or written conduct of a sexual nature or conduct of a sexual nature using visual images, including conduct by electronic means;
 - b. Including:
 - (1) The negligent:

- (i.) Employment;
- (ii.) Investigation;
- (iii.) Supervision;
- (iv.) Reporting to proper authorities, or failure to so report; or
- (v.) Retention;

of a person for whom any **insured** is or ever was legally responsible and whose conduct is described in paragraph a.

- c. Breach of any legal obligation arising out of any conduct described in paragraph a. or b., or suspected or threatened conduct described in paragraph a. or b., or breach of any duty to any person who was subjected to any conduct described in paragraph a. or b.
29. **“Suit”** means a civil proceeding in which **damages** because of **bodily injury, property damage** or **personal injury** to which this insurance policy applies are alleged.
 30. **“Terrorism”** means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. Terrorism shall also include any act which is verified or recognized by the United States Government as an act of Terrorism.
 31. **“Unmanned Aircraft System”** means an unmanned aircraft and the equipment necessary for the safe and efficient operation of that unmanned aircraft. An unmanned aircraft is a component of an unmanned aircraft system. An unmanned aircraft is an aircraft that is operated without the possibility of direct human intervention from within the or on the aircraft.
 32. **“Vehicle”** means any automobile, truck, van, bus, motorcycle, or other conveyance licensed for use on public roads.
 33. **“We”, “Us”** and **“Our”** means Idaho Counties Risk Management Program, Underwriters (ICRMP).
 34. **“Wrongful Act”** means the actual or alleged negligent performance of a legal duty or responsibility or failure to perform a legal duty or responsibility, or any error, misstatement, act or omission respectively by **you**, performed in a tortious manner pursuant to the Idaho Tort Claims Act or unlawful violations of civil rights pursuant to Federal law arising out of public office or position. **Wrongful act** is not a **wrongful employment practice act**. All **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions will be deemed to be a single **wrongful act**, which will be deemed to have occurred at the time the first such related **wrongful act** commenced, whether committed by the same person or two or more persons and without regard to the number of:
 - (1) related **wrongful acts** taking place thereafter;
 - (2) persons affected by related **wrongful acts**;
 - (3) locations where the related **wrongful acts** took place;
 - (4) ICRMP **policy periods** over which the related **wrongful acts** took place; or
 - (5) Breaches of any legal obligation arising out of any related **wrongful act**, or suspected or threatened related **wrongful act**, or breaches of duty to any person affected by a related **wrongful act**.
 35. **“Wrongful Employment Practice Act”** means any actual or alleged employment-related act or omission in the form of one or more of the following:
 - a. **Discrimination**;

- b. Employment-related libel, slander, defamation;
- c. **Employment sexual harassment** or **employment harassment**;
- d. Negligent hiring, supervision, training, or retention.
- e. **Retaliation**;
- f. Violation of the Family Medical Leave Act;
- g. Wrongful discipline, deprivation of career opportunity, or evaluation;
- h. Wrongful termination.

All **wrongful employment practice acts** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions will be deemed to be a single **wrongful employment practice act**, which will be deemed to have occurred at the time the first such related **wrongful employment practice act** commenced, whether committed by the same person or two or more persons and without regard to the number of:

- (1) related **wrongful employment practice acts** taking place thereafter;
- (2) persons affected by related **wrongful employment practice acts**;
- (3) locations where the related **wrongful employment practice acts** took place;
- (4) ICRMP **policy periods** over which the related **wrongful employment practice acts** took place; or
- (5) Breaches of any legal obligation arising out of any related **wrongful employment practice act**, or suspected or threatened related **wrongful employment practice act**, or breaches of duty to any person affected by a related **employment wrongful practice act**.

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

37. "Your Product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
 - (i.) **You**;
 - (ii.) Others trading under **your** name; or
 - (iii.) A person or organization whose business or assets **you** have acquired; and
- (2) Containers, (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of **your product**, and
- (2) The providing of or failure to provide warnings or instructions.

38. “**Your Work**” means:

- a. Work or operations performed by **you** or on **your** behalf; and
- b. Materials, parts, or equipment furnished in connection with such work or operations.
- c. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of **your work**; and
 - (2) The providing of or failure to provide warnings or instructions.

SECTION III – GENERAL CONDITIONS

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

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

- (1) How, when and where the **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** took place;
 - (2) The names, addresses and telephone numbers of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act**.
- b. If a claim is made or **suit** is brought against any **insured, you**, and any involved **insured** must:
- (1) Immediately record the specifics of the claim or **suit** and the date received.
 - (2) See that **we** receive written notice of the claim or **suit** as soon as practicable.
 - (3) Immediately send **us** copies of any claims, demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - (4) Authorize **us** to obtain records and other information, and provide a sworn statement, if requested;
 - (5) Cooperate with **us** in the investigation, or defense of the claim or **suit**, including but not limited to, attendance at hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses; and
 - (6) Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to **you** because of injury or damage to which this policy may also apply.
- c. **You** shall not, except at **your** own risk, voluntarily make a payment, assume any obligation, or incur any expense, other than for **first aid**, without **our** consent.
- d. **Your** failure to comply with the foregoing duties shall constitute a material breach deemed prejudicial to **us**, thereby entitling **us** to refuse any coverage for the **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act, or suit**, or any duties arising therefrom.
- e. Reports of incidents or circumstances made by **you** to **us** as part of risk management or loss control services shall not be considered notice of a claim.
9. **Extended Reporting Periods.** All coverage sections designated as claims-made are conditioned as follows if this policy is cancelled or not renewed for any reason:
- a. **We** will provide an Extended Reporting Period of thirty (30) days duration following immediately upon the effective date of nonrenewal or cancellation, to apply to a claim brought forth under the applicable coverage section which is **first made** in writing to **us** by **you** during the Extended Reporting Period but only by reason of a **wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** which first commences on or after the retroactive date set forth in the declarations pages and prior to the effective date of this policy's cancellation or termination, and which is otherwise afforded by all coverages within this policy.
 - b. If, however, this policy is immediately succeeded by a similar claims-made insurance policy with any insurer, in which the retroactive date earlier than, the alleged **wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act**, the succeeding policy shall be deemed to be a replacement of this policy, and the extended reporting period will not apply. Once in effect, an extended reporting period cannot be canceled.
 - c. The extended reporting period does not reinstate or increase the limit(s) of indemnification applicable to any coverages of this policy.
10. **Inspections, Audit and Verification of Values.** **We** shall be permitted, but not obligated, to review or inspect **your** property, operations, records, and books, at any reasonable time. Neither **our** right to make

inspections or conduct reviews, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of **you** or others, to determine or warrant that such property or operations are safe or healthful. **We** will have no liability to **you** or any other person because of any inspection or failure to inspect. It is **your** responsibility to disclose accurate statements of value.

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

shall be treated as a single claim considered **first made** in writing to **us** by **you** during the **policy period** or any extended reporting period when the first of such claims is made. Only the affected coverage section's limits of indemnification as stated in the declarations page for that **policy period** apply to such single claim. **Wrongful acts, wrongful employment practice acts, or sexual molestation or sexual abuse wrongful acts** shall be deemed related if they have a common nexus with, or involve, a series of causally or logically related **wrongful acts, wrongful employment practice acts or sexual molestation or sexual abuse wrongful acts**.

b. **Multiple Insuring Agreements – Single Claim.** If a single claim is covered under two or more Insuring Agreements within a coverage section of this policy, our claim payment shall be limited to the higher limit(s) of indemnification as shown in the declarations page, and its corresponding deductible, if any, for that coverage section. If the affected Insuring Agreements have equal limits of indemnification, only one set of limits of indemnification, and its corresponding deductible, if any, shall apply and it shall be the Insuring Agreement of the coverage section **we** deem to provide primary coverage for the claim.

c. **Multiple Coverage Sections – Single Claim.** If a single claim is covered under two or more coverage sections of this policy, our claim payment shall be limited to that coverage section with the higher limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of this policy. If the affected coverage sections have equal limits of indemnification, only one set of limits of indemnification, and its corresponding deductible, if any, shall apply and it shall be the coverage section of this policy **we** deem to provide primary coverage for the claim.

d. **Multiple Coverage Sections – Related Claims; Claims Made Coverage.** If:

- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy **we** issue, that provide claims made coverage; and
- (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
- (3) Without regard to number of ICRMP **policy periods** over which the acts, errors, omissions, occurrences, events, **accidents, wrongful acts, wrongful employment practices acts, or sexual molestation or sexual abuse wrongful acts** take place,

such related claims shall be treated as a single claim considered **first made** in writing to **us** by **you** during the **policy period** or during any extended reporting period when the first of such covered claim is made. Any claim payment(s) **we** make with respect to such single claim shall be limited to the coverage section and corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of the policy when the claim was considered **first made**.

e. **Multiple Coverage Sections – Related Claims; Occurrence Coverage.** If:

- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy **we** issue, providing **occurrence**-based coverage; and
- (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
- (3) Without regard to number of ICRMP **policy periods** over which the **occurrences** take place,

such related claims shall be treated as a single claim. The date of the first covered **occurrence** will determine the policy and its respective coverage section applicable to such single claim. Any claim payment(s) **we** make with respect to such single claim shall be limited to that policy's coverage section and its corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any.

f. **Multiple Coverage Sections – Related Claims; Claims Made / Occurrence Coverage.** If:

- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, that individually provide claims made coverage or **occurrence**-based coverages; and
- (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
- (3) Without regard to number of ICRMP **policy periods** over which the acts, errors, omissions, **occurrences**, events, **accidents, wrongful acts, wrongful employment practices acts, or sexual molestation or sexual abuse wrongful acts** take place,

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

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

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

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

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

19. **Other Insurance.**

- a. If **you** have other insurance (whether primary, excess, or contingent), against loss covered by this Insurance, **we** shall be liable, under the terms of this Insurance only as excess of other insurance, collectable or not. Notwithstanding the foregoing, **you** may purchase insurance specifically in excess of this insurance. Such excess insurance shall not be considered "other insurance" for purposes of this condition.

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

SECTION IV - GENERAL EXCLUSIONS

- A. Unless otherwise stated in a specific subsequent section or endorsement, the following exclusions are applicable to all sections of this policy. This policy does not cover in whole or in part, arising directly or indirectly out of, or resulting from any **personal injury**, **bodily injury**, **damages**, claim, **property damage**, damage to **insured property**, **wrongful act**, **wrongful employment practice act**, cost, expense, or any other type of loss, however characterized for:
1. **Aircraft.** This policy does not cover any claim resulting from or arising out of the ownership, maintenance, use, including loading or unloading, or entrustment to others of any **aircraft**, airfields, runways, or fueling stations related to aviation activities.
 2. **Asbestos, Dioxin or Polychlorinated Biphenyls.** This policy does not cover any claim caused by, resulting from, or contributed to by:
 - a. The use of, sale of, installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, asbestos dust, dioxin, or polychlorinated biphenyls; or
 - b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, asbestos dust, dioxin, or polychlorinated biphenyls; or
 - c. Any supervision, instructions, recommendations, warnings, or advice given, or which should have been given in connection with parts a. and b. above; or
 - d. Any obligation of the **named insured** to indemnify or contribute with any party in connection with parts a., b., or c. above.
 3. **Bids or Estimates.** This policy does not cover any claim arising out of estimates of probable costs, or cost estimates being exceeded, or for faulty preparation of bid specifications or plans.
 4. **Civil and Criminal Penalties.** This policy does not cover any claim resulting from any civil penalties, criminal penalties, fines, or obligations to pay for public services rendered where such obligation is imposed or provided for pursuant to any federal, state, or local law, statute, ordinance, or regulation, however characterized, except as expressly provided elsewhere, herein.
 5. **Claims by Members against Past or Present Public Officials.** This policy does not cover the interest of any past or present employee, elected official, or agent arising out of any claim for money **damages**, monetary reimbursement or specific performance brought against such employee, elected official or agent by the **named insured** by whom the public official, employee, elected official or agent was employed or retained. Also excluded are those claims brought by an elected official, or by one appointed to fill an elected position for a **named insured** against another official of the same **named insured**, or the **named insured** itself, arising out of a dispute or interpretation involving the relative governmental authority of the elected officials of the **named insured**.
 6. **Communicable Disease.** This policy does not cover any claim or suit arising out of the actual or alleged transmission of a **communicable disease**. This exclusion applies even if the claims against an **insured** allege negligence or other wrongdoing in the:
 - a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **communicable disease**;
 - b. Testing for a **communicable disease**;
 - c. Failure to prevent the spread of the **communicable disease**; or
 - d. Failure to report the **communicable disease** to authorities.

7. **Communications. *Personal injury or property damage*** arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 - Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
8. **Contractual Liability.** This policy does not cover a claim where the alleged harm for which compensation is sought derives from:
- The performance or nonperformance of terms of a contract, whether written, oral, or implied, or concerns the measure of payment related to contract performance, derives from fines, penalties or administrative sanctions imposed by a governmental agency, or is generated by intergovernmental determination, calculation, handling, or allocation of funds according to the law. The claims for which this policy provides defense and indemnification must arise out of conduct of a tortious nature or be premised upon allegations of unlawful violation of civil rights pursuant to state or federal law.
 - The interests of the State of Idaho or the United States Government, or their officers, agents, employees, volunteers, officials, or trustees, for their conduct and activities arising out of or in any way related to any written, oral, or implied contract or agreement with **you**, or otherwise. Each governmental entity shall be responsible for its own conduct and activities under any contract.
9. **Course and Scope.** This policy does not cover any claim resulting from an act or omission outside the course and scope of employment or any act performed with malice or criminal intent. This exclusion applies regardless of whether any **insured** is charged with, or convicted of, a crime.
10. **Cyber Liability.** This policy does not cover:
- Any claim, notification costs, credit monitoring expenses, forensic expenses, loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data and media; public relations expenses or any other loss; costs or expenses arising directly or indirectly out of, resulting from, caused by or contributed to by losses related to computer-connected access to and/or computer disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information, except for that data that is required to be disclosed under the Idaho Public Records Act; or
 - Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility, including but not limited to computer virus. For this exclusion, computer virus shall mean a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'; or
 - Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set; or
 - Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the **insured** to conduct business; or

- e. The failure of any of the following, whether owned by you or others due to the inability of these items to correctly recognize, process, or accept one or more dates or times as their true calendar date or time:
 - (1) Data processing equipment, software, data, or media;
 - (2) Hardware or software-based computer operating systems;
 - (3) Microprocessors;
 - (4) Integrated circuits; or,
 - (5) Any other electronic equipment, computerized equipment, or similar devices;
11. **Economic or Trade Sanctions.** This policy does not cover any claim and will not make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose **us** to any penalty under any sanctions law or regulation.
12. **Earth Movement.** Any **bodily injury, personal injury** or **property damage** to others arising from subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other land or earth movement, including earthquake.
13. **Eminent Domain.** This policy does not cover any claim arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings, inverse condemnation, annexation, regulatory takings, land use regulation, or planning and zoning activities or proceedings, however any such matters may be characterized, whether such liability accrues directly against **you** or by virtue of any agreement entered into by or on **your** behalf.
14. **Employee Benefits.** This policy does not cover any employee benefit related claim:
 - a. Arising directly or indirectly out of the failure of any investment in or by any **employee benefit program** including but not limited to stocks, bonds, or mutual funds to perform as represented by an **insured** or by any party authorized by an **insured** to offer benefits to employees.
 - b. Arising directly or indirectly out of the negligence, financial failure, or breach of contract by any health or employee benefit provider that the **named insured** contracts with to provide employee benefits.
 - c. Based upon an **insured's** failure to comply with any law concerning worker's compensation, unemployment insurance, social security, or disability benefits.
 - d. Arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.
 - e. For benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.
 - f. For errors in providing information on past performance of investment vehicles or advice given by an **insured** to participate or not to participate in or by any **employee benefit program**.
 - g. Arising directly or indirectly out of insolvency, poor performance, misrepresentation, or any other wrongful conduct of any **employee benefit program** provider.
 - h. Arising directly or indirectly out of **your** activities imposed on **you** under any of the following laws:
 - (1) The Employee Retirement Income Security Act of 1974(ERISA) including any subsequent amendments or any similar federal, state, or local law or regulation; or

- (2) The Securities Act of 1933, the Securities Exchange Act of 1934, the Public Utilities Holding Act of 1935, the Pool Indenture Act of 1939, the Investment Company Act of 1940, or any State Blue Sky Laws; or
 - (3) The Jones Act, general maritime law, the Federal Employers Liability Act, Federal Employee Compensation Act, the Defense Base Act or the U.S. Longshoremen and Harbor Workers' Compensation Act.
15. **Employee Defendants in Criminal Actions.** This policy does not cover any obligation of a ***named insured*** to make payments pursuant to Idaho Code § 6-610A, which provides for the payment of defense costs on behalf of certain employees of governmental entities who are named as defendants in a criminal action.
16. **Fungi.** This policy does not cover any claim caused by, arising out of, contributed to or resulting from or produced by:
- a. Any fungus(i) or spore(s);
 - b. Any solid, liquid, vapor or gas produced by or arising out of any fungus(i) or spore(s);
 - c. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(i) or spore(s);
 - d. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for fungus(i) or spore(s);
 - e. The actual or threatened abatement, mitigation, removal or disposal of fungus(i) or spore(s) or any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(i) or spore(s);
 - f. Any supervision, instructions, recommendations, warnings, or advice given, or which should have been given in connection with subparagraphs a. through e. above; or
 - g. Any obligation to indemnify or contribute with any party in connection with subparagraphs a. through f. above. For this exclusion fungus(i) includes, but is not limited to, any form or type of mold, mushroom or mildew and spore(s) include any reproductive body produced by or arising out of any fungus(i).
17. **Hostile or Warlike.** This policy does not cover any claim for:
- a. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack by any:
 - (1) Government or sovereign power (de jure or de facto);
 - (2) Military, naval or air force; or
 - (3) Agent or authority of any party specified in (1) or (2) above.
 - b. Discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion, or radioactive force, whether in time of peace or war and regardless of who commits the act.
 - c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an event.
 - d. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
 - e. Risks of contraband, or illegal transportation or trade.

18. **Limits on Defense of Claims or Suit.** Notwithstanding any other provision of this policy, **we** will have no duty to investigate or defend any claim, **suit**, dispute, disagreement, or other proceeding seeking relief or redress in any form other than money **damages**, including but not limited to costs, fees, fines, penalties or expenses which any **insured** may become obligated to pay as a result of a consent decree, settlement, adverse judgment for declaratory relief or injunctive relief. Such denial of investigation or defense includes, but shall not be limited to any claim, **suit**, dispute, disagreement, or other proceeding:
- a. By or on behalf of any **named insured**, whether directly or derivatively, against:
 - (1) Any other **named insured**; or
 - (2) Any other federal, state or local governmental entity or political subdivision.
 - b. By the spouse, domestic partner, child, parent, brother, or sister of any **insured** for consequential injury as a result of any injury to an **insured**; or
 - c. Involving any intergovernmental agreement where any **named insured** is a party to the agreement(s); or
 - d. Unless specifically stated in the applicable coverage section, no coverage exists where there is no demand for **damages**.
19. **Incidental Medical Liability.** This policy does not cover any claim arising out of the rendering of or failure to render the following professional health care services:
- a. Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
 - b. Any professional medical service by a physician, except supervisory physicians as defined by Idaho Code § 6-902A (2) (b), and only when performing those duties as outlined in Idaho Code § 6-902A (2) (a).; or
 - c. Any professional medical service by a physician's assistant, nurse practitioner or nurse; or
 - d. Furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
20. **Intentional Acts.** This policy does not cover any claim resulting from an act or omission intended or expected or deliberated on from the standpoint of any **insured** to cause **personal injury, bodily injury** or **property damage** to others or damage to **insured property**. This exclusion applies even if the **personal injury, bodily injury** or **property damage** is of a different kind or degree, or is sustained by a different person or property, than that intended or expected or deliberated on. This exclusion shall not apply to a claim resulting from the use of reasonable force to protect persons or property, or in the performance of a duty of the **insured**.
21. **Intergovernmental Claims.** This policy does not cover any claim alleging loss or damage arising or in any way related to a dispute or disagreement between an ICRMP member and another governmental entity, including another political subdivision, a state or the government of the United States involving any of the following:
- a. Claims of loss or damage between an ICRMP member and another governmental entity wherein there has been no **accident** or allegation of actual **bodily injury** or **property damage**.
 - b. The respective authority of public agencies to use governmental powers, irrespective of the style or nature of such claim.
 - c. The respective duty of public agencies to use governmental powers, irrespective of the style or nature of such claim.

- d. Intergovernmental disputes or disagreements concerning the exercise of powers or acceptance or assignment of duties by governmental entities to carry out public activities whether **damages** are claimed as a result of such dispute or disagreement, or not.
 - e. Claims in any way related to allocation of financial responsibilities between or among public agencies.
22. **Investigatory, Disciplinary or Criminal Proceedings.** This policy does not cover any claim arising from any investigatory, disciplinary, or criminal proceeding against an **insured**, except that **we** may at **our** own option, associate counsel in the defense of any such investigatory, administrative, or disciplinary proceeding. Should **we** elect to associate counsel, such election shall not constitute a waiver or estoppel of any rights **we** may have pursuant to the terms, conditions, exclusions, and limitations of this policy.
23. **Lead.** This policy does not cover any claim caused by or contributed to by lead as described in parts a. through d. below:
- a. **Bodily injury, property damage or personal injury** arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
 - b. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
 - c. Any supervision, instructions, recommendations, warnings, or advice given, or which should have been given in connection with parts a. or b. of this subsection above; or
 - d. Any obligation to share **damages** with or repay someone else who must pay **damages** in connection with parts a., b. or c. of this subsection.
24. **Miscalculation or Legality of Assessments.** This policy does not cover any claim Involving miscalculation or legality of assessments, adjustments, disbursements, fees, licenses or the collection of taxes, fines, or penalties, including those imposed under the Internal Revenue Code or any state or local law, however described.
25. **Nuclear, Chemical and Biological Incident.** This policy does not cover a claim, loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence to the loss from:
- a. Nuclear detonation, reaction, radiation, radioactive contamination or hazardous properties of nuclear material of any type, however caused or characterized, including any loss or damage by fire resulting therefrom;
 - b. The dispersal, application or release of, or exposure to, chemical or biological materials or agents that are harmful to property or human health, whether controlled or uncontrolled, or due to any act or condition incidental to any of the foregoing, whether such loss be proximate or remote, or be in whole or in part caused by, contributed to or aggravated by any physical loss or damage insured against by this policy, however such dispersal, application, release or exposure may have been caused.
26. **Opinion, Treatment, Consultation or Service.** This policy does not cover any claim based upon or attributable to the rendering or failure to render any opinion, treatment, consultation, or service, if such opinion, treatment, consultation, or service was rendered or failed to have been rendered while any **insured** was engaged in any activity for which they received compensation from any source other than as a public entity or an employee of a public entity.
27. **Pollution.** This is an absolute pollution exclusion. It is the intention of **you** and **us** that there is absolutely no coverage arising out of or relating to **pollutants**, however characterized, or defined. This policy does not cover any injury, loss, damage, costs, fines, penalties, or expenses of any kind directly or indirectly arising out of the actual, alleged, or threatened existence, discharge, dispersal, release or escape of **pollutants** or negligence in any way related thereto:

- a. At or from **premises** any **insured** now, or in the past, has owned, rented, or occupied, including but not limited to **premises** that any **insured** has operated or managed as an involuntary possessor; or
 - b. At or from any site or location used by or for any **insured** or others for the handling, storage, disposal, processing, or treatment of waste at any time; or
 - c. That at any time involves the transportation, handling, storage, treatment, disposal, or processing by or for any **insured** or any person or organization for whom any **insured** may be legally responsible:
 - (1) At or from any site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insureds** behalf are performing operations; or
 - (2) If the **pollutants** are brought on or to the site or location in connection with such operations; or
 - (3) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **pollutants**;
 - d. Whether caused or alleged to have been caused by any **insured** or any other person, entity or third-party, however characterized; or
 - e. Arising out of any direction, request or order of any governmental agency, court of law, or other authority, that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**, including any and all costs or attorney's fees associated therewith; or
 - f. Arising out of the failure of the any **insured** to prevent or regulate **pollutants** generated or caused by any other person, entity, or third-party, however characterized; and
 - g. This exclusion shall not apply to tear gas or mace as applied by law enforcement personnel within the course and scope of their duties.
28. **Professional Board.** This policy does not cover any claim for any **insured** arising out of the rendering of or failure to render services as a member of a formal accreditation or similar board or committee of an **insured**, or as a person charged with the duty of executing directives of any such board or committee or officer or director, or other official of any organization, other than the **named insured**. This exclusion does not apply if an **insured** is serving at the direction of or on behalf of the **named insured** and is acting within the course and scope of their duties as such.
29. **Punitive Damages.** This policy does not cover any claim for exemplary or punitive **damages**, however characterized.
30. **Silica.** This policy does not cover any claim caused by or contributed to by silica as described in paragraphs a. and b. below:
- a. **Bodily injury, property damage, or personal injury** arising out of, resulting from, caused by, or contributed to by silica, exposure to silica or the use of silica, except for road or pedestrian way maintenance applications or operations;
 - b. Any **damages**, loss, cost, or expense arising out of any:
 - (1) claim or **suit** by or on behalf of any governmental authority or any other alleged responsible party because of, or request, demand, order or statutory or regulatory requirement that any **insured** or any other person or entity should be, or should be responsible for:
 - (i) Assessing the presence, absence, amount or effects of silica;
 - (ii) Identifying, sampling, or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating silica; or
 - (iii) Responding to silica in any way other;

- (2) supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with any of the paragraphs a. or b. above; or
 - (3) obligation to share **damages** with or repay someone else in connection with any of the provisions of paragraphs a. or b. above.
31. **Third Party Rights.** This policy is solely between **us** and **you**. Nothing in this policy shall in any manner create any obligations or establish any rights of action against **us** in favor of any third parties, or persons not parties to this policy, including but not limited to claimants against **you** or **us**.
32. **Terrorism.** This policy does not cover any claim loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with or any action taken in controlling, preventing, or suppressing **terrorism** whether controlled or uncontrolled, proximate, or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such **terrorism** is excluded regardless of any other cause or event occurring concurrently or in any sequence with such **terrorism**, whether followed by fire or other perils, and whether certified as **terrorism** or not by the United States government.
33. **Wages.** This policy does not cover any claim for back wages or legal penalties to which an employee is lawfully entitled for work performed, including any claim for wages, **damages**, liquidated damages or any other form of compensation, however characterized, pursuant to, or derived in any way, from an employer's responsibility to comply with the Fair Labor Standards Act or other state or federal statute directing the manner or amount of payment of compensation to employees.
34. **Watercraft.** This policy does not cover any claim involving the ownership, maintenance, or use, including loading, and unloading, or entrustment to others of any watercraft over fifty (50) feet in length.
35. **Workers' Compensation and Other Benefits Laws.** This policy does not cover any obligation for which **you** may be held liable under any workers' compensation, unemployment compensation, disability benefits, or employer's liability law, or under any similar federal, state, or local law, ordinance, rule, or regulation, however characterized, as well as any claim or **suit** by a spouse, domestic partner, child, parent, or sibling of an **insured** as a consequence of **personal injury** to an **insured**.

SECTION V – PROPERTY INSURANCE

A. Property Insurance Provided

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

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

a. **Additional Coverages.** This section includes various additional coverages for physical loss or damage. These additional coverages below will only apply after coverage is afforded under the insurance provided for buildings, structures, and property. The sublimits stated below are a part of, and not in addition to, the overall combined policy limit of indemnification of all public entity members collectively as stated above. Also, each sublimit below is the maximum amount potentially recoverable for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril. Each sublimited additional coverage below is subject to all policy provisions and this section's provisions, including applicable exclusions and deductibles, and apply on a per **occurrence** basis, unless otherwise stated. The additional coverages are as follows:

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

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

(3) **Increased Cost of Construction.** This additional coverage provides for the reasonable and necessary costs incurred, described below, to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures, resulting from an insured loss payable under this section for which **we** have accepted coverage provided. Increased cost of construction expenses is limited to a maximum of \$10,000,000 per **occurrence**. The specifics to this additional coverage are detailed as follows:

- a. Such law or ordinance is in force on the date of insured physical loss or damage; and
- b. Its enforcement is a direct result of such insured physical loss or damage; and

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

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

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

of values within one hundred twenty (120) days from the date of acquisition in order for coverage to continue and shall be limited to \$10,000,000

B. Definitions Applicable to Property Insurance Provided

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

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

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

C. Specific Conditions Applicable to Property Insurance Provided

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

1. **Appraisal.** The appraisal process is available to determine the value of a covered loss but is not available to determine whether a loss is covered.

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

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

- d. Finished goods manufactured by **you**, the regular cash-selling price at the **insured property** where the loss happens, less all discounts and charges to which the finished goods would have been subject had no loss happened.
- e. Raw materials, supplies and other merchandise not manufactured by **you**:
 - (1) If repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property, or
 - (2) If not repaired or replaced, the **actual cash value**.
- f. **Fine arts** articles, the lesser of and not to exceed \$1,000,000 per occurrence only if the item cannot be replaced with other like kind and quality:
 - (1) The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;
 - (2) Cost to replace the article; or
 - (3) Current market value at time of loss.
 - (4) In the event a **fine arts** article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, **we** will be liable for the lesser of the full value of such pair or set or the amount designated on the **schedule of values**, not to exceed our sublimit as stated above or in the declarations pages. **You** agree to surrender the pair or set to **us**.
- g. **Valuable Papers and Records**, and **Electronic Data and Media**.
 - (1) On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:
 - (i) The cost to repair, replace or restore data, programs or software including the costs to recreate research and engineer;
 - (ii) If not repaired, replaced, or restored within two years from the date of loss, the blank value of the media.
 - (2) On all other **Valuable Papers and Records**, and **Electronic Data and Media**, the lesser of the following:
 - (i) The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss;
 - (ii) The cost to replace the item.
- h. **Vacant Property**:
 - (1) if the building or leased **premises** has been **vacant** for a period of more than ninety (90) consecutive days before the loss or damage occurs, **we** will not pay for any loss or damage caused by any of the following:
 - (i) Vandalism
 - (ii) Sprinkler leakage
 - (iii) Building glass breakage
 - (iv) Water damage

(v) Theft, or attempted theft

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

i. On all other **insured property**, wherein the value is \$1,000,000 or greater, as stated on the **schedule of values you** have on file with us, the loss amount will not exceed the lesser of the following:

(1) The cost to repair;

(2) The cost to rebuild or replace on the same site with new materials that are like size, kind and quality;

(3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;

(4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;

(5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.

(6) The increased cost of demolition, if any, resulting from loss covered by this section, if such property is scheduled for demolition;

(7) The unamortized value of improvements and betterments, if such property is not repaired or replaced at **your** expense; or

(8) The **actual cash value** if such property is:

(i) Useless to **you**; or

(ii) Not repaired, replaced, or rebuilt on the same or another site within two years from the date of loss.

(9) **You** may elect not to repair or replace **insured property** lost, damaged, or destroyed. Loss settlement may be elected on the lesser of repair or **replacement cost** basis if the proceeds of such loss settlement are expended on other capital expenditures related to **your** operations within two years from the date of loss. As a condition of collecting on this item, such expenditure must be unplanned as of the date of loss and be made at an **insured property** under this section. This item does not extend to Demolition and Increased Cost of Construction.

j. On all other **insured property**, wherein the value is less than \$1,000,000 as listed on the schedule of values the loss amount will not exceed the lesser of the provisions in i., above and in no event will the loss costs exceed 125% of the value listed on the **schedule of values you** keep on file with **us**.

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

D. Exclusions Applicable to Property Insurance Provided

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

1. **With Regard to all property, we do not cover loss or damage under the Property Insurance Provided of this section resulting directly or indirectly by or resulting from any of the following regardless of any other cause or event, whether or not insured by this section, contributing concurrently or in any other sequence to the loss:**
 - a. Loss or damage more specifically covered under any other section of this policy.
 - b. Moths, animals (other than collision with animals), vermin, termites, crickets, or other insects.
 - c. Inherent vice, latent defect, wear, tear or deterioration, depletion, whether sudden or gradual.
 - d. Contamination, corrosion, erosion, rust, wet or dry rot, mold, dampness of atmosphere or variations of temperature.
 - e. Accumulated effects of smog, smoke, vapor, liquid, or dust.
 - f. Loss of use, delay or loss of markets or opportunity.
 - g. Breakdown or derangement of any machinery or equipment, unless an insured peril ensues, and then only for the actual loss or damage caused by such ensuing peril.
 - h. Electrical appliances, devices, fixtures, or wiring caused by artificially generated electrical current, unless fire or explosion ensues, and then only for the actual loss or damage caused by such ensuing fire or explosion.
 - i. Mysterious disappearance, loss or shortage disclosed on taking inventory for which the loss can be proven solely on the inventory records, or any unexplained loss.
 - j. Any fraudulent, dishonest, or criminal act, but not limited to theft, committed alone or in collusion with others at any time by any **insured**:
 - (1) Including theft of cash, securities, or other negotiable instruments, however described; or
 - (2) By any employee, proprietor, partner, director, trustee, or officer of any business or entity **you** engage to do anything in connection with **insured property**; or
 - (3) Acts of direct insured physical damage intentionally caused by **your** employees, elected, or appointed officials, volunteers or any individual specified in (2) above, and done without **your** knowledge. In no event, does this section cover loss by theft by any individual specified above.
 - k. Indirect or remote loss or damage.
 - l. Loss or damage or deterioration arising from any delay.
 - m. Interruption of business; except to the extent provided by this section.
 - n. Physical damage to **insured property** caused by water due to the intentional cessation of a building's heat source.
 - o. Lack of the following services when caused by an occurrence off the **insured property** and only if the lack of such a service directly causes physical damage insured by this section on the **insured property**, then only that resulting damage is insured:
 - (1) Incoming or outgoing electricity, fuel, water, gas, steam, refrigerant;
 - (2) incoming or outgoing sewerage;
 - p. incoming or outgoing telecommunications;

2. **With Regard to Buildings and Structures, we do not cover losses under the Property Insurance Provided of this section resulting directly or indirectly from:**

- a. Settling, cracking, bulging, shrinking or expansion of any paved surfaces, foundations (including any pedestal, pad, platform, or other property supporting machinery), walls, pavements, floors, ceilings, or roofs, except if damage is caused by a covered **accident**, or if damage to **insured property** is caused by **earth movement** or **flood**.
- b. Extremes or changes of temperature (except to machinery or equipment) or changes in relative humidity, regardless of whether or not atmospheric, except if damage to **insured property** is caused by **earth movement** or **flood**.
- c. Any increase of loss due to interference with rebuilding, repairing, or replacing a building, or with the resumption or continuation of business.
- d. Any increase of loss due to the suspension, lapse or cancellation of any lease, license, contract, or order.
- e. Loss or damage to **insured property** caused by or resulting from errors in design or testing of that **insured property**, except resultant physical loss or damage to other **insured property** insured by this section.
- f. Faulty workmanship, material or construction, or design from any cause, except resultant physical loss or damage to other **insured property** insured by this section and not excluded elsewhere.
- g. Physical damage to **insured property** caused by groundwater unrelated to **flood**.
- h. Loss from enforcement of any law or ordinance:
 - (1) Regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or
 - (2) Requiring the demolition of any property, including the cost in removing its debris; or
 - (3) except as granted by the property insurance provided for Debris Removal and Increased Cost of Construction additional coverage.

3. **With Regard to Property in Course of Construction, we do not cover losses under the Property Insurance Provided of this Section resulting directly or indirectly from:**

- a. Penalties for non-completion of, or delay in, completion of contract or non-compliance with contract conditions, nor for loss of use of occupancy, however caused.

4. **With Regard to specific types of property, we do not cover physical loss or physical damage to the following property:**

- a. All animals and birds, except **your** service animals. For **your** service animals, **our** liability for such loss shall not exceed \$25,000 per **occurrence**, for injury, sickness, or death.
- b. Land, water, standing timber or any other substance in or on land.
- c. **Aircraft**, spacecraft, or satellites.
- d. Retaining walls not constituting part of a building when loss is caused by ice or water pressure.
- e. Underground mines, mineshafts or caverns or any property within such mine, shaft or cavern or mining property located below the surface of the ground.
- f. Any property undergoing insulation breakdown tests.
- g. Currency, money, precious metal in bullion form, notes, or securities.

- h. Jewelry, furs, precious metals, or precious stones.
- i. Dams, including earthen dams, levies, canals, reservoirs, ditches, or retaining ponds.
- j. All liners, or membranes, however characterized, with the intent and design to separate, retain or hold water, sewage, trash, dirt, debris, or any other material.
- k. Roadways, highways, streets, bridges, tunnels, guardrails, pavements, parking lots, curbs, culverts, sidewalks, pathways, pedestrian walkways, or other transportation conveyance infrastructure, however characterized.
- l. Underground pipes or underground wiring.
- m. Any **mobile equipment**, **vehicle**, watercraft, or other property while participating in any prearranged or organized racing, speed, or demolition contest or in any stunting activity, including practice or preparation for any such contest or activity.
- n. Overhead transmission and distribution lines located more than 1 mile from **your** structures listed on the **schedule of values**.
- o. Data or fiber optic transmission lines and conduit not contained within walls of **insured property**.
- p. Equipment used to produce power or gas primarily for distribution to third parties.
- q. Loss or damage from any repairing, restoration or retouching process related to **fine arts**.

SECTION VI - CRIME INSURANCE

A. Insuring Agreements Applicable to Crime Insurance

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

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

B. Definitions Applicable to Crime Insuring Agreements

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

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

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

C. Specific Conditions Applicable to Crime Insuring Agreements

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

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

D. Exclusions Applicable to Crime Insuring Agreements

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

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

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

2. Crime Insuring Agreement 1 does not cover:

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

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

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

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

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

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

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

a. Coverage under this section does not apply to:

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

SECTION VII – AUTOMOBILE LIABILITY INSURANCE

A. Automobile Liability Insuring Agreements

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

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

B. Definitions Applicable to Automobile Liability Insurance Agreements

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

1. **"Insured"** means:
 - a. With respect to Insuring Agreement 1, an **insured** or anyone else while in an **insured vehicle** with the permission of the **insured**.
 - b. With respect to Insuring Agreement 2, anyone **occupying** an **insured vehicle** with the permission of the **insured**.
 - c. With respect to Insuring Agreement 3, an **insured** or anyone else while **occupying** an **insured vehicle** with the permission of the **insured**.
2. **"Insured Vehicle"** means a **vehicle** owned by the **named insured** or a non-owned **vehicle** while operated by an **insured** in the course and scope of their duties or such use that is otherwise authorized by the **named insured**.

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

C. Specific Conditions Applicable to Automobile Liability Insurance Agreements

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

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

decisions of any two arbitrators will determine the issues and will be binding. The arbitration will take place pursuant to the Uniform Arbitration Act, Idaho Code Title 7, Chapter 9, unless both parties agree otherwise. Attorney's fees and fees paid to medical and other expert witnesses as part of the arbitration proceeding will not be considered arbitration expenses. These costs and expenses will be paid by the party incurring them.

- b. **Hit-and-Run Accident.** At **our** request, **you** shall make available for inspection any **vehicle** which any **insured** was **occupying** at the time of a hit-and-run **accident**. **You** must also notify a law enforcement agency within twenty-four (24) hours of any hit-and-run **accident**. **You** must also notify **us** of any such hit-and-run **accident** within seven (7) days of any such **accident**. Failure to provide such notice shall be deemed a material and prejudicial breach of this Insuring Agreement 3, and render any insurance provided null and void.
- c. **Medical Examinations.** The injured person may be required to take, at **our** expense, physical examinations by physicians **we** choose, as often as **we** reasonably require.
- d. **Non-Binding Judgment.** No judgment resulting from a **suit** brought without **our** written consent, or which **we** are not a party to, is binding on **us**, either for determining the liability of the **uninsured automobile or underinsured automobile** or owner, or the amount of **damages** sustained.
- e. **Prejudgment or Pre-Arbitration Award Interest.** Prejudgment or pre-arbitration award interest shall not begin to accrue until the date that the proof of loss is received by **us**.
- f. **Proof of Loss.** A proof of loss must be served upon **us** as soon as practicable following any such **accident** causing the injury in order to determine the amounts payable. Failure to provide such notice shall be deemed a material and prejudicial breach of this Insuring Agreement, and renders any insurance provided null and void. Each proof of loss presented shall accurately describe the conduct and circumstances which brought about the injury, state the time and place the injury occurred, state the names of all persons involved, and shall contain the amount of **damages** claimed, together with any and all records that exist pertaining to said injury. Said records shall consist of 1) all police reports pertaining to the **accident**, and 2) complete medical and billing records from all institutions (hospitals, rehabilitation facilities, and nursing homes) and physician offices. A signed medical records release form must be provided with the proof of loss giving **us** authorization to obtain additional medical reports and other records pertinent to any such loss.
- g. **Tentative Settlement.** A person seeking Underinsured Motorists Coverage must promptly notify **us** in writing of a tentative settlement between the **insured** and the insurer of the **underinsured automobile** and allow **us** to advance payment to that **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve **our** rights against the insurer, owner, or operator of such **underinsured automobile**.

D. Exclusions Applicable to Automobile Liability Insurance Agreements

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

- 1. **With respect to Insuring Agreements 1, 2 and 3, Auto Liability Insurance of this section does not apply to any claim:**
 - a. Or **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** or other covered loss more specifically covered under any other section of this policy.
 - b. Of **bodily injury** sustained by any person, including an **insured**, engaged in the maintenance or repair of an **insured vehicle**.
 - c. That directly or indirectly benefits any worker's compensation or disability benefits insurer or self-insurer.
 - d. For **bodily injury** to anyone eligible to receive benefits which are either provided, or are required to be provided, under any worker's compensation, occupational disease, or similar disability law.
 - e. Arising out of the operation of **mobile equipment**.

- f. For any **vehicles** owned or leased by a **named insured** when the **vehicle** is being rented or leased to a third party for compensation.
- g. To any person or organization, or to any agent or employee thereof, operating a vehicle sales agency, repair shop, service station, storage garage or public parking place, with respect to any **accident** arising out of the operation thereof.
- h. To any employee with respect to injury to, sickness, disease, or death of another employee of the same employer injured in the course and scope of such employment in an **accident** arising out of the maintenance or use of the **insured vehicle** in the business of such employer.
- i. With respect to any hired **vehicle**, to the owner or a lessee thereof, other than the **named insured**, nor to any agent or employee or such owner or lessee.
- j. To any **bodily injury** resulting from or arising out of the use of a **vehicle** owned by **you** and not insured by **us**.
- k. Any **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
- l. For **sexual molestation or sexual abuse wrongful act**.
- m. For **damages** for **personal injury** or **property damage** arising out of:
 - (1) Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
 - (2) Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respect to any **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards; or
 - (3) Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft system**, including any amendment or addition to such laws and regulations.

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

- a. To **property damage** to property rented to, used by or in the care, custody, or control of any **insured**.
- b. To **bodily injury** to:
 - (1) An employee of any **named insured** arising out of or in the course and scope of employment or performing duties related to the conduct of the **named insured's** operations;
 - (2) The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (1) above.

This exclusion applies whether the **named insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.
- c. To any liability for indemnity or contribution brought by any party for **bodily injury** or **property damage** sustained by any **insured**.
- d. To **bodily injury** or **property damage** resulting from the handling of property before it is moved from the place where it is accepted by the **insured** for movement into or onto the **insured vehicle** or after it is moved from the **insured vehicle** to the place where it is finally delivered by the **insured**.
- e. To **bodily injury** or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the **insured vehicle**.
- f. To **bodily injury** or **property damage** arising out of **your work** after that work has been completed or abandoned. **Your work** will be deemed completed at the earliest of the following times:

- (1) When all of the work has been completed;
- (2) When all of the work to be done at the site has been completed; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than a contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

- g. To **bodily injury** or **property damage** resulting from **insured vehicles** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity or while that **insured vehicle** is being prepared for such a contest or activity. **With Respect to Insuring Agreement 2, Automobile Medical Payments of this Section does not apply:**
 - h. To any **bodily injury** arising out of or resulting from the operation of an **insured vehicle** while being used for hire or for a fee for such use.
 - i. To prisoners, inmates, or any other category of persons being detained by an **insured** while being transported by **you**.
 - j. For **bodily injury** to any employee, elected official or volunteer eligible to receive any worker's compensation, occupational disease, or similar disability law benefits.
 - k. To **bodily injury** to anyone using an **insured vehicle** without a reasonable belief that the person is entitled to do so.
 - l. To **bodily injury** sustained by an **insured** while **occupying** any **vehicle** while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity or while the **insured vehicle** is being prepared for such a contest or activity.
3. **With Respect to Insuring Agreement 3, Uninsured/Underinsured Motorists Insurance of this Section does not apply:**
- a. To any **insured** who enters into a settlement with a third party without **our** written consent.
 - b. To any **insured** using a **vehicle** without a reasonable belief that the person is entitled to do so.

SECTION VIII – GENERAL LIABILITY INSURANCE

A. Insuring Agreement Applicable to General Liability Insurance

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

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

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

B. Definitions Applicable to General Liability Insuring Agreement

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

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

C. Exclusions Applicable to General Liability Insuring Agreement

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

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

- j. Any **sexual molestation or sexual abuse wrongful act**.
 - k. Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
 - l. Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respects to any **unmanned aircraft system**, including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards; or
 - m. Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft** system, including any amendment or addition to such laws and regulations.
 - n. The transportation of **mobile equipment** by a **vehicle** owned or operated by or rented or loaned to any **insured**.
 - o. The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
 - p. Oral or written publication, in any manner, of material, if done by or at the direction of the **insured** with knowledge of its falsity.
 - q. Oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.
 - r. Any criminal act committed by or at the direction of the **insured**.
 - s. Any claim relating to **wrongful employment practice acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
2. **With Respect to Insuring Agreement 1, General Liability Insurance of this section does not apply to any claim for damages for property damage:**
- a. To property **you** own, rent, or occupy.
3. **With Respect to Insuring Agreement 1, General Liability Insurance of this section does not apply to any claim for damages from personal injury to:**
- a. An employee of the **named insured** arising out of and in the course and scope of employment by the **named insured** or performing duties related to the conduct of the **named insured's** business; or
 - b. The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (a) above.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.

SECTION IX – LAW ENFORCEMENT LIABILITY INSURANCE

A. Insuring Agreement Applicable to Law Enforcement Liability Insurance

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

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

B. Definitions Applicable to Law Enforcement Liability Insuring Agreement

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

1. **"Personal Injury"** means **bodily injury**, mental anguish, shock, sickness, disease, disability, wrongful eviction, malicious prosecution, humiliation, invasion of rights of privacy, libel, slander or defamation of character, erroneous service of civil papers, assault and battery and disparagement of property, false arrest, false imprisonment, detention, unlawful discrimination and violation of civil rights caused by **law enforcement services** or **jail operations services**.

C. Exclusions Applicable to Law Enforcement Liability Insuring Agreement

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

1. **With Respect to Insuring Agreement 1, Law Enforcement Liability Insurance of this section does not apply to any claim for damages for personal injury or property damage resulting from:**
 - a. Any **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or other covered loss more specifically covered under any other section of this policy.
 - b. Property **you** own, rent, or occupy; **premises you** sell, give away or have abandoned; property loaned to **you**; and personal property in **your** care, custody, and control.

- c. Any **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
- d. **Wrongful employment acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
- e. Any **sexual molestation or sexual abuse wrongful act**.
- f. Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
- g. Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respects to any **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards; or
- h. Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft system**, including any amendment or addition to such laws and regulations.
- i. A criminal act committed by or at the direction of the **insured**.
- j. An employee of the **named insured** arising out of and in the course and scope of employment by the **named insured** or performing duties related to the conduct of the **named insured's** business; or
 - (1) The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (1) above.
 - (2) This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.
- k. The willful violation of any federal, state, or local statute, ordinance, rule, or regulation committed by or with the knowledge or consent of any **insured**.
- l. Acts of fraud committed by or at the direction of the **insured** with affirmative dishonesty or actual intent to deceive or defraud.

2. With Respect to Insuring Agreement 1, Law Enforcement Liability Insurance of this section does not apply to any claim for *damages* for *personal injury* to:

- a. An employee of the **named insured** arising out of and in the course and scope of employment by the **named insured** or performing duties related to the conduct of the **named insured's** business; or
- b. The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (a) above.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.

SECTION X - ERRORS AND OMISSIONS INSURANCE

CLAIMS MADE ONLY

A. Errors and Omissions Insuring Agreements

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

1. **Errors and Omissions Liability.** **We** agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, resulting from a **wrongful act**. For this insuring agreement, two or more **claims** arising out of a single **wrongful act** shall be treated as a single **claim**.

B. Definitions Applicable to Errors and Omissions Insuring Agreement

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

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

C. Specific Conditions Applicable to Errors and Omissions Insuring Agreement

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

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

D. Exclusions Applicable to Errors and Omissions Insuring Agreement

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

1. **With Respect to Insuring Agreement 1 Errors and Omissions Liability of this section does not cover any claim resulting from:**
 - a. An **occurrence, accident, wrongful act, wrongful employment practice act or sexual molestation or sexual abuse wrongful act** or other covered loss more specifically covered under any other section of this policy.
 - b. Any dishonest, fraudulent, or criminal acts committed by any **insured** or at the direction of any **insured**.

- c. Failure to supply water, electrical power, fuel, Internet, or any other utilities.
- d. Items for which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
- e. A continuing **wrongful act** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
- f. The performance of **law enforcement services** or **jail operations services**.
- g. **Wrongful employment acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
- h. Any **personal injury** or **property damage**.
- i. Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned.
- j. Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respects to any **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards.
- k. Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft system**, including any amendment or addition to such laws and regulations.
- l. Any **sexual molestation or sexual abuse wrongful act**.
- m. Any labor strike, civil disturbance, riot, or civil commotion.
- n. The **insured's** activities in a fiduciary capacity or in any similar capacity.
- o. Directly or indirectly arising out of debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.
- p. Any failure or omission to effect or maintain insurance or bond of any kind.
- q. The rendering or failure to render professional services provided by any lawyer, architect, building inspector, engineer or accountant to any person or entity other than the **named insured** or any commissions, boards, departments, or other units operated by the **named insured** or under the **named insured's** jurisdiction.

SECTION XI – EMPLOYEE BENEFIT PROGRAM LIABILITY INSURANCE CLAIMS MADE ONLY

A. Employee Benefit Program Liability Insuring Agreement

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

1. **Employee Benefit Program Liability.** *We* agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, resulting from a **wrongful act** in the **administration** of **your employee benefit program**. For this insuring agreement, two or more **claims** arising out of a single **wrongful act**, in the **administration** of **your employee benefit program**, shall be treated as a single **claim**.

B. Definitions Applicable to Employee Benefit Program Liability Insuring Agreement

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

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

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

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

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

D. Exclusions Applicable to Employee Benefit Program Liability Insuring Agreement

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

1. **With Respect to Insuring Agreement 1, Employee Benefit Liability Insurance of this section does not apply to any *claim* resulting from:**
 - a. An **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or other covered loss more specifically covered under any other section of this policy.
 - b. Items which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
 - c. A continuing **wrongful act** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
 - d. The performance of **law enforcement services** or **jail operations services**.
 - e. Any **sexual molestation or sexual abuse wrongful act**.
 - f. **Personal injury** or **property damage**.
 - g. From **damages** arising out of any intentional, dishonest, fraudulent, criminal, or malicious act, error, or omissions, committed by or at the direction of any **insured**, including the willful or reckless violation of any statute.
 - h. **Wrongful employment acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.

SECTION XII – EMPLOYMENT PRACTICES LIABILITY INSURANCE

CLAIMS MADE ONLY

A. Employment Practices Liability Insuring Agreement:

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

1. **Employment Practices Liability.** **We** agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** by or on behalf of a volunteer, employee, former employee or applicant for employment which is **first made** in writing to **us** by **you** during this **policy period** or any extended reporting period **we** provide, resulting from a **wrongful employment practice act**. For this insuring agreement, two or more **claims** arising out of a single **wrongful employment practice act** shall be treated as a single **claim**.

B. Definitions Applicable to Employment Practices Liability Insuring Agreement

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

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

C. Specific Conditions Applicable to Employment Practices Liability Insuring Agreement

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

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

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

D. Exclusions Applicable to Employment Practices Liability Insuring Agreement

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

1. **With Respect to Insuring Agreement 1, Employment Practices Liability Insurance of this section does not cover any *claim* resulting from:**
 - a. Any ***occurrence, accident, wrongful act, or sexual molestation or sexual abuse wrongful act*** or other covered loss more specifically covered under any other section of this policy.
 - b. Items for which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a ***claim*** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a ***wrongful employment practice act*** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
 - c. A continuing ***wrongful employment practice act*** which commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
 - d. The performance of ***law enforcement services or jail operations services***.
 - e. Any ***sexual molestation or sexual abuse wrongful act***, however, this exclusion does not apply to a ***claim*** for ***damages*** arising out of ***employment sexual harassment***.
 - f. ***Personal injury or property damage***.
 - g. Any dishonest, fraudulent, criminal, or malicious act, error, or omission, committed by or at the direction of any ***insured***.
 - h. Any cost associated with providing any reasonable accommodation required by, made as a result of or to conform with the requirements of the Americans with Disability Act, or any similar federal, state or local law or ordinance, any amendments thereto and any rules or regulations promulgated thereunder or common law.
 - i. Any labor strike, civil disturbance, riot, or civil commotion.
 - j. Any fact or circumstance which has been the subject of any written notice given under any other insurance policy.
 - k. Any fact or circumstance known prior to the inception date of the first policy issued by **us**, which any ***insured*** knew or could have reasonably foreseen would result in a ***claim***.

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

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

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

1. **Sexual Molestation or Sexual Abuse Liability.** *We* agree to pay on **your** behalf those sums **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, arising out of a **sexual molestation or sexual abuse wrongful act**.
 - a. All **related sexual molestation or sexual abuse wrongful acts**, will be deemed to be a single **sexual molestation or sexual abuse wrongful act**, which will be deemed to have occurred at the time the first **related sexual molestation or sexual abuse wrongful act** commenced whether committed by the same perpetrator or two or more perpetrators and without regard to the number of:
 - (1) **Related sexual molestation or sexual abuse wrongful acts** taking place thereafter;
 - (2) Victims of **related sexual molestation or sexual abuse wrongful acts**;
 - (3) Locations where the **related sexual molestation or sexual abuse wrongful acts** took place;
 - (4) ICRMP **policy periods** over which the **related sexual molestation or sexual abuse wrongful acts** took place; or
 - (5) Breaches of any legal obligation arising out of any **related sexual molestation or sexual abuse wrongful acts** or suspected or threatened **related sexual molestation or sexual abuse wrongful acts**, or breaches of duty to any person who was the victim of a **related sexual molestation or sexual abuse wrongful act**.
 - b. All **claims** arising out of a single **sexual molestation or sexual abuse wrongful act** shall be treated as a single **claim**.

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

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

1. **"Bodily Injury"** means bodily injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress or disability sustained by a natural person, including death resulting from any of these at any time resulting from **sexual molestation or sexual abuse wrongful act**.
2. **"Claim"** means a **suit** or demand made by or for the injured person for monetary **damages** because of alleged or actual **bodily injury** caused by **sexual molestation or sexual abuse wrongful act**.
3. **"Insured"** means:
 - a. The **named insured**;
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
 - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

4. “**Related Sexual Molestation or Sexual Abuse Wrongful Acts**” means any **sexual molestation or sexual abuse wrongful act** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions.

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

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

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

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

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

1. **With Respect to Insuring Agreement 1 Sexual Molestation or Sexual Abuse Liability Insurance of this Section does not apply to any claim resulting from:**
 - a. Any **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
 - b. Any **claim** relating to **wrongful employment practice acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
 - c. Any **claim** or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
 - d. Any **sexual molestation or sexual abuse wrongful act** which is the subject of any notice given under any policy or policies the term of which has or have expired prior to the inception date of this policy.
 - e. Any **sexual molestation or sexual abuse wrongful act** that first takes place prior to the retroactive date of this policy.
 - f. Any **insured** who is found by a court of law to have committed a criminal act involving **any sexual molestation or sexual abuse wrongful act**. However, **we** will pay covered **damages** the **named insured** becomes legally obligated to pay as a result of an employee's actions if such obligation is created pursuant to the Idaho Tort Claims Act, another state's similar law or federal law.
 - g. **Damages** or defense costs arising out of any **your** failure to report any **sexual molestation or sexual abuse wrongful act** as required by any applicable federal, state, or local law, ordinance, or regulation.

SECTION XIV –CHEMICAL SPRAYING ACTIVITIES LIABILITY INSURANCE

CLAIMS MADE COVERAGE ONLY

A. Insuring Agreement Applicable to Chemical Spraying Activities Liability Insurance

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

1. **Chemical Spraying Activities Liability.** We agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, resulting from any **wrongful act** involving **chemical spraying activities**. For this insuring agreement, two or more **claims** arising out of a single **wrongful act** shall be treated as a single **claim**. This insuring agreement only applies if the **wrongful act** first took place on or after the applicable retroactive date as stated in the declarations pages and before the termination of this policy.

B. Definitions Applicable to Chemical Spraying Activities Liability Insuring Agreement

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

1. **"Chemical Spraying Activities"** means the intended dispersal of herbicides, defoliants, insecticides, pesticides, or other toxic materials approved by the federal government for the eradication of undesirable plant growth, insects or rodents and the mixing, loading, storage, transportation and disposal of such materials.
2. **"Claim"** means a demand received by **you** for money **damages** alleging a **wrongful act** of a tortious nature caused by an **insured**.
3. **"Wrongful Act"** means an act or omission which results in **bodily injury or property damage**. All **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions will be deemed to be a single **wrongful act**, which will be deemed to have occurred at the time the first such related **wrongful act** commenced, whether committed by the same person or two or more persons and without regard to the number of:
 - (a) related **wrongful acts** taking place thereafter;
 - (b) persons affected by related **wrongful acts**;
 - (c) locations where the related **wrongful acts** took place;
 - (d) ICRMP policy periods over which the related **wrongful acts** took place; or
 - (e) Breaches of any legal obligation arising out of any related **wrongful act**, or suspected or threatened related **wrongful act**, or breaches of duty to any person affected by a related **wrongful act**.

C. Specific Conditions to Chemical Spraying Activities Liability Insuring Agreement

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

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

D. Exclusions to Chemical Spraying Liability Activities Insuring Agreement

The following exclusion are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy. With Respect to Insuring Agreement 1 Chemical Spraying Liability Activities Insurance of this section does not apply to any claim resulting from:

1. Any **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or other covered loss more specifically covered under any other section of this policy.
2. For which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
3. For which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any other policy or policies of insurance.
4. For any **sexual molestation or sexual abuse wrongful act**.

SECTION XV -ENDORSEMENTS

THESE ENDORSEMENTS MODIFY THE POLICY.

PLEASE READ THEM CAREFULLY.

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

#1 ACCIDENTAL DISCHARGE OF POLLUTANTS AMENDATORY ENDORSEMENT

Section V – Property is amended by the following:

A. Insuring Agreement to Accidental Discharge of Pollutants Endorsement

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

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

B. Definitions Applicable to Accidental Discharge of Pollutants Endorsement

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

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

C. Exclusions Applicable to Accidental Discharge of Pollutants Endorsement

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

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

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

#2 CYBER PRIVACY OR SECURITY EVENT ENDORSEMENT

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

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

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

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

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

recollect **electronic data** for which **you** incur as a result of a **privacy or security event**.

- F. **Network Interruption Costs.** **We** will pay for **business income loss, expenses to reduce loss, extra expenses, and proof of loss preparation costs** which **you** incur after the **waiting hours period** and solely as a result of a **privacy or security event**.
- G. **Cyber Extortion Coverage.** **We** will pay for **cyber extortion expenses** and **cyber extortion monies you pay** as a direct result of a **cyber extortion threat**.
- H. **Social Engineering Financial Fraud.** **We** will pay or reimburse **you** for **social engineering financial fraud losses** from a **social engineering financial fraud event**.
- II. **Deductible.** For each **privacy or security event** and **cyber extortion threat**, **we** will pay only such amounts as are in excess of the deductible amount shown on the declarations pages to the policy to which this endorsement is attached.
- III. **Limits of Indemnification.** The limits of liability shown below establish the most **we** will pay regardless of the number of **privacy or security events, cyber extortion threats**, number of persons affected, claims made, suits or regulatory proceedings brought or individuals or entities making claims or bringing suits or regulatory proceedings.

A. **In General**

The limits of indemnification shown on the declarations pages to the policy to which this endorsement is attached establish the most **we** will pay regardless of the number of **privacy or security events, cyber extortion threats, insureds, claims** made, **suits** or **regulatory proceedings** brought or individuals or entities making **claims** or bringing **suits** or **regulatory proceedings**.

B. **Program Aggregate Limit**

1. All **privacy or security event liability and expense** coverage is subject to a Program Aggregate Limit of \$10,000,000 for each **policy period**. The Program Aggregate Limit is a shared limit among the **named insureds** (including all associated **insureds**) and is the most **we** will pay for all **privacy or security event liability and expense**, including **claim expenses**, for all **named insureds** (including all associated **insureds**) covered under any **policy period**. **Claim expenses** erode the Program Aggregate Limit.
2. If the Program Aggregate Limit is exceeded, the amount recoverable by any **named insured** (including all associated **insureds**) will be reduced pro rata in the same proportion that the loss of the **named insured** (including all associated **insureds**) bears to the total amount of loss of all **named insureds** (including all associated **insureds**).
3. **We** may pay **claims** for **privacy or security event liability and expense** on a provisional basis until all liabilities and expenses for a particular **policy period** are resolved, as determined by **us**. If **we** determine that the Program Aggregate Limit may be exceeded, **we** may delay claims payments until **we** determine that all liabilities and expenses for a **policy period** have been resolved.
4. Once all liabilities and expenses for a **policy period** are resolved, **we** will give notice to all **named insureds** with **claims** of their pro rata share of covered losses. If a **named insured** (including any associated **insureds**) received claims payments in excess of its pro rata share, the **named insured** will remit the excess amount to **us** within thirty (30) days of the date on which **we** give notice. If a **named insured** (including any associated **insureds**) received claims payments that are less than its pro rata share, **we** will remit the deficiency to the

named insured within thirty (30) days of the date on which **we** receive the last payment due from **named insureds** who received claims payments in excess of their pro rata shares.

5. For purposes of the Program Aggregate Limit, “**Privacy or Security Event Liability and Expense**” means all amounts covered under Section I of this Endorsement. Determinations made by **us** relating to the Program Aggregate Limit will be made in **our** sole and absolute discretion.

IV. **Notice to Us**

- A. As a condition precedent to **our** obligations under this coverage, **you** must give written notice to **us** of any **claim** made against an **insured** as soon as practicable, but in no event later than the end of the **policy period**.
- B. As a condition precedent to **our** obligations under this coverage, **you** must give written notice to **us** of any **privacy or security event** or **cyber extortion threat** as soon as practicable and provide all such information relating to the **privacy or security event** or **cyber extortion threat** as **we** may reasonably request.
- C. If during the policy period, **you** become aware of a **privacy or security event** that may reasonably be expected to give rise to a **claim**, including a **regulatory proceeding** or **PCI-DSS assessment**, against an **insured**, **you** must give written notice to **us** of such **privacy or security event** as soon as practicable, but in no event later than the end of the **policy period**. Notice must include:
 1. A specific description of the **privacy or security event**, including all relevant dates;
 2. The names of persons involved in the **privacy or security event**, including names of potential claimants and a specific description of any **personal information** actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
 3. The specific reasons for anticipating that a **claim** may result from such **privacy or security event**;
 4. The specific nature of the alleged or potential damages arising from such **privacy or security event**; and
 5. The specific circumstances by which an **insured** first became aware of the **privacy or security event**.

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

V. **Exclusions**

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

- A. For, arising out of, or resulting from **bodily injury** or **property damage**;

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

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

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

- A. **"Bodily Injury"** means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. **Bodily injury** also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.
- B. **"Business Income Loss"** means the sum of the following incurred during the **period of indemnity**:

1. Net profits that would have been earned but for the **material interruption** (after charges and expenses, but not including any capital receipts, outlays properly chargeable to capital, and deductions for taxes and profits); and
2. Charges and expenses which necessarily continue (including ordinary payroll).

If there would have been no net profit, **business income loss** means the charges and expenses which necessarily continue less any loss from business operations that would have been sustained had there been no **material interruption**.

C. “**Claim**” means any demand, **suit** for damages, **regulatory proceeding** or **PCI-DSS assessment** resulting from a **privacy or security event**. All **claims** because of a single **privacy or security event** will be deemed to be a single **claim** and to have been made at the time the first such **claim** is made against an **insured**, regardless of the number of individuals or entities making such **claims** or the time period over which such **claims** are made, even if subsequent **claims** are made after the **policy period**.

D. “**Claim Expenses**” means:

1. Reasonable and necessary fees charged by attorneys **we** designated to assist with the investigation, adjustment, negotiation, arbitration, defense, or appeal of a **claim**;
2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense, or appeal of a **claim** and incurred by **us**; and
3. Premiums on appeal bonds, attachment bonds or similar bonds; however, **we** are not obligated to apply for or furnish any such bond;

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

1. Any internal salary, administrative, overhead or other related expenses of an **insured** or any charges by an **insured** for time spent cooperating with the investigation and defense of any **claim**;
2. **privacy response expenses**; or
3. **PCI-DSS assessments**.

E. “**Computer System**” means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

1. Operated by and either owned by or leased to **you**; or
2. Operated by a third-party service provider and used to provide hosted computer application services to **you** or for processing, maintaining, hosting, or storing **your electronic data** pursuant to a written contract with **you** for such services.

F. “**Cyber Extortion Expenses**” means all reasonable and necessary costs and expenses which **you** incur as a direct result of a **cyber extortion threat**, other than **cyber extortion monies**.

G. “**Cyber Extortion Monies**” means any funds, including any cryptocurrency, which **you** pay, with **our** prior written consent, for the purpose of terminating the **cyber extortion threat**.

H. “**Cyber Extortion Threat**” means a credible threat or series of related credible threats, including, but not limited to, a demand for **cyber extortion monies**, directed at **you** to:

1. Release, divulge, disseminate, destroy or use confidential information taken from an **insured** as a result of a **privacy or security event**;
 2. Introduce malicious code into a **computer system**;
 3. Corrupt, damage or destroy a **computer system**;
 4. Restrict or hinder access to a **computer system**;
- I. **"Electronic Data"** means any data stored electronically on a **computer system**, including without limitation **personal information**.
- J. **"Electronic Equipment and Electronic Data Damage"** means amounts payable by **us** under Section I. E.
- K. **"Expenses to Reduce Loss"** means expenses **you** incur during the **period of indemnity**, over and above normal operating expenses, for the purpose of reducing **business income loss** or shortening the **period of indemnity**.
- L. **"Extra Expenses"** means expenses **you** incur during the **period of indemnity**, other than **expenses to reduce loss**, that would not have been incurred but for a **material interruption**.
- M. **"Material Interruption"** means the actual and measurable interruption or suspension of **your** business directly caused by a **privacy or security event**.
- N. **"Network Interruption Costs"** means amounts payable by **us** under Section I. F.
- O. **"PCI-DSS Assessment"** means any monetary penalty owed by **you** due to **your** noncompliance with Payment Card Industry Data Security Standards under an agreement between **you** and a financial institution or other person enabling **you** to accept credit cards, debit cards, prepaid cards, or other payment cards.
- P. **"Period of Indemnity"** means the period of time beginning after the **waiting hours period** and ending at the earlier of:
1. In the case of a **computer system** operated by and either owned by or leased to **you**, the time **you** restore the **computer system** to the same or similar conditions that existed prior to the time of the **material interruption** (or could have restored access to the **computer system** if **you** exercised due diligence and dispatch); or
 2. In the case of a **computer system** operated by a third-party service provider, the time the service provider restores the **computer system** to the same or similar conditions that existed prior to the time of the **material interruption** (or could have restored access to the **computer system** if the service provider exercised due diligence and dispatch).

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

- Q. **"Personal Information"** means an individual's name in combination with one or more of the following:
1. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
 2. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

3. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
4. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

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

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

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

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

1. The number of individuals or entities engaged in such **privacy or security events**;
2. The number of individuals or entities affected by such **privacy or security events**;
3. The number of locations where such **privacy or security events** occurred; or
4. The number of such **privacy or security events** occurring or period of time over which they occur, even if subsequent **privacy or security events** take place after the **policy period**.

S. **"Privacy Response Expenses"** means the following reasonable and necessary costs incurred by **you** within one year of the discovery of a **privacy or security event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic **personal information** in **your** care, custody or control or for which **you** are legally responsible:

1. For the services of a security expert designated by **us** to determine the scope and cause of a **privacy or security event** and the extent to which **personal information** was disclosed to or accessed by unauthorized persons;
2. For the services of consultants or attorneys designated by **us** to determine **your** obligations, if any, under applicable law to give notice to affected individuals;
3. To notify affected individuals if required by applicable law or if **you** voluntarily elect to give such notice, and for the services of a contractor designated by **us** to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;

4. For the services of a contractor designated by **us** to provide identity theft protection services to affected individuals if **you** elect to provide such services; and
5. For the services of a public relations consultant designated by **us** to avert or mitigate damage to **your** reputation as a result of the **privacy or security event**;

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

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

AA. **"Waiting Hours Period"** means the number of hours set forth in the declarations pages of the policy to which this endorsement is attached that must elapse once a ***material interruption*** has begun.

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

#3 TERRORISM LIABILITY AMENDATORY ENDORSEMENT

A. Insuring Agreement Applicable to Terrorism Liability Amendatory Endorsement:

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

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

B. Definition Applicable to Terrorism Liability Amendatory Endorsement:

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

C. Conditions Applicable to Terrorism Liability Amendatory Endorsement:

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

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

#4 PUBLIC LAND FIRE SUPPRESSION AMENDATORY ENDORSEMENT

A. Insuring Agreements Applicable to Public Land Fire Suppression Liability Amendatory Endorsement

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

B. Conditions Applicable to Public Land Fire Suppression Liability Amendatory Endorsement

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

C. Exclusions Applicable to Public Land Fire Suppression Liability Amendatory Endorsement

1. This endorsement does not cover penalties or fines imposed pursuant to state or federal law under any circumstance.

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

#5 ASBESTOS REMEDIATION AMENDATORY ENDORSEMENT

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

A. Section V does not cover

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

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

#6 – EQUIPMENT BREAKDOWN INSURANCE ENDORSEMENT

Section V – Property is amended by the following:

A. Equipment Breakdown Insurance Endorsement

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

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

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

5. Business Income:

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

6. Expediting Costs:

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

7. Hazardous Substance:

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

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

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

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

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

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

B. Definitions Applicable to Equipment Breakdown Insurance Endorsement

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

1. **"Breakdown"**

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

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

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

C. Conditions Applicable to Equipment Breakdown Insurance Endorsement

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

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

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

#7 ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

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

A. INSURING AGREEMENT APPLICABLE TO ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

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

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

B. DEFINITIONS APPLICABLE TO ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

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

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

C. LIMITS OF INSURANCE APPLICABLE TO ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

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

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

#8 ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

A. INSURING AGREEMENT APPLICABLE TO ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

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

1. We will reimburse **costs** incurred by **you** from the use of **active assailant response resources** resulting from an **incident** as defined herein, which first occurs during the **policy period**.

B. DEFINITIONS APPLICABLE TO ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

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

1. **Active assailant response resources** mean any of the following used by **you** during the **incident**. This includes:
 - a) Public Relations Firm,
 - b) Crisis Management Firm,
 - c) Psychological counselling,
 - d) Environmental clean-up team,
 - e) Salvage and recovery clean up team,
 - f) Funeral expenses.
2. **Costs** means fees used to hire the services of **active assailant response resources**.
3. **Incident** means an event involving an assailant using a **weapon** and takes place on **your** business operation premises. However, for the purpose of this endorsement, the lawful actions of your employees or volunteers or elected officials or of a member of the security services or law enforcement officers when engaged in the line of duty, in the prevention of (or attempt to prevent) an **incident** shall not of itself be considered to be an **incident** within this meaning.
4. **Weapon** means firearms, explosive devices, knives, medical instruments, and corrosive substances.

C. LIMITS OF INSURANCE APPLICABLE TO ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

1. The limit of insurance for specified **costs** related to **active assailant response resources** is \$50,000 per **incident** and \$100,000 in the aggregate during one **policy period**.

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

ICRMP

Multi-Lines

Insurance Policy

This Policy of Insurance is issued by ICRMP for all public entity Members to be effective 12:01 A.M., October 1, 2022 for one-year thereafter, unless sooner terminated, for all continuing Members pursuant to and consistent with the Joint Powers Subscribers Agreement approved by the ICRMP Board of Trustees to be effective for the policy year beginning at the time above stated.

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

**VEHICLE INSURANCE IDENTIFICATION CARD
STATE OF IDAHO**

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

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

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

Policy Number: 42A02097100122 contains minimum liability insurance to meet the requirements of Idaho Code, Section 49-245.

EFFECTIVE DATES:	NAME AND ADDRESS OF INSURED:
October 1, 2022	City of Ketchum
Continuous	PO Box 2315
Until Cancelled	Ketchum, ID 83340

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

CLAIMS AGENT:

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

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SUMMARY OF ICRMP PUBLIC ENTITY POLICY CHANGES

October 1, 2022 through September 30, 2023

A. SECTION II, GENERAL DEFINITIONS

Item 1: A. (3.) *Bodily Injury* – CLARIFY

Adopted the definition from program reinsurers to mirror within the policy issued to ICRMP members as this removes ambiguity. (Page 2)

Item 2: A. (4.) *Communicable Disease* – CLARIFY

Adopted the definition from program reinsurers to mirror within the policy issued to ICRMP members as this removes ambiguity. ICRMP has always excluded viruses which are communicable diseases within our absolute pollution exclusion; however, this now defines what a Communicable Disease is and that it includes viruses. (Page 2)

Item 3: A. (13.) *Impaired Property* – CLARIFY

Added a definition to clarify the term that is referenced within auto liability. Impaired property means tangible property, other than your product or your work, that cannot be used or is less useful because it incorporates your product or your work that is known or thought to be defective, deficient, inadequate, or dangerous, or if such property can be restored to use by the repair, replacement, adjustment or removal of your product or your work. (Page 3)

Item 4: A. (16.) *Jail Operations Services* – CLARIFY

Moved the definition from the Law Enforcement Liability Section to General Definitions as it is applicable to several sections now. (Page 3)

Item 5: A. (17.) *Law Enforcement Services* – CLARIFY

Added a definition to clarify the term that is referenced in the Law Enforcement Liability Section. Law Enforcement Services means any law enforcement assistance or service performed by your law enforcement officer, including any necessary action or items to perform their duties, in the course and scope of employment on your behalf. (Page 3)

Item 6: A. (21.) *Occurrence* – CLARIFY

Adopted the definition from program reinsurers to mirror within the policy issued to ICRMP members as this removes ambiguity. (Page 4)

Item 7: A. (23.) *Policy Period* – CLARIFY

Adopted the definition from program reinsurers to mirror within the policy issued to ICRMP members as this removes ambiguity. (Page 4)

Item 8: A. (24.) *Pollutants* – CLARIFY

Amended the definition to remove the words “bacteria” and “virus” as a pollutant as they are now defined as a communicable disease as stated above. (Page 4)

Item 9: A. (28.) *Sexual Molestation or Sexual Abuse Wrongful Act* – CLARIFY

Moved the definition from the Sexual Molestation or Sexual Abuse Liability Section to General Definitions as it is applicable to several sections now. Additionally, adopted the definition as provided by our reinsurer to mirror their language to ICRMP. (Page 4)

Item 10: A. (34.) *Wrongful Act* – CLARIFY

Amended the definition to include language formally found in the Errors & Omissions Liability Section to General Definitions as it is applicable to several sections now. (Page 5)

Item 11: A. (35.) *Wrongful Employment Practice Act* – CLARIFY

Amended the definition to include language formally found in the Employment Practices Liability Section to General Definitions as it is applicable to several sections now. (Page 6)

Item 12: A. (37.) *Your Product* – CLARIFY

Added a definition to clarify the term that is referenced within impaired property definition that is used within the Auto Liability section. Your Product is defined as goods or products that you may manufacture, sell, handle, distribute or dispose, including warranties or representations you make regarding the fitness, quality, durability, performance or use of your goods or products. While we do not believe many, if any, of our members sell goods or products, we are mirroring what is in our reinsurance policy to our program to our policy provided to our members. (Page 6)

Item 13: A. (38.) *Your Work* – CLARIFY

Added a definition to clarify the term that is referenced within impaired property definition that is used within the Auto Liability section. Your Work is defined as work or operations you perform, and materials, parts, or equipment furnished in connection with work or operations and includes warranties or representations made with respect to the fitness, quality, durability, performance, or use of your work. While we do not believe many, if any, of our members sell goods or products, we are mirroring what is in our reinsurance policy to our program to our policy provided to our members. (Page 6)

B. SECTION III, GENERAL CONDITIONS

Item 1: A. (8.) *Duties* – CLARIFY

Amended language to include all the ways triggers of coverage can be brought forth under our policy. We also have simplified some of the language to clarify your duties when reporting a claim. (Page 9)

Item 2: A. (9.) *Extended Reporting Periods* – CLARIFY

Amended language to include all the ways triggers of coverage can be brought forth under our policy that would trigger an extended reporting period. (Page 10)

Item 3: A. (17.) *Non-Stacking of Limits* – CLARIFY

Amended language to include all the ways triggers of coverage can be brought forth under our policy that would trigger multiple coverages (whether occurrence based or claims-made based), multiple insuring agreements, single claims or multiple claims and related claims. (Page 12)

C. SECTION IV, GENERAL EXCLUSIONS

Item 1: A. (6.) *Communicable Disease* – REDUCTION

Added exclusion to match standard Insurance Services Office exclusion as allowed by the Idaho Department of Insurance and references the new definition adopted for communicable disease. We have always excluded viruses; however, this helps clarify the language and to conform to industry standard. (Page 15)

Item 2: A. (7.) *Communications* – REDUCTION

Added exclusion to not cover claims resulting from violations of the Telephone Consumer Protection Act, the CAN-SPAM Act of 2003, the Fair Credit Reporting Act and any federal, state, or local statute that addresses communication conveyances. (Page 16)

Item 3: A. (11.) *Economic or Trade Sanctions* – REDUCTION

Added exclusion to match reinsurers exclusion to the program. This exclusion applies to claims where payment would be in violation of any sanctions law or regulation which would expose us to penalties under those laws or regulations. (Page 17)

Item 4: A. (12.) *Earth Movement* – REDUCTION

Added exclusion to match reinsurers exclusion to the program. This exclusion applies to liability claims that would be filed against you that are related to earth movement claims. (Page 17)

Item 5: A. (14.) *Employee Benefits* – REDUCTION

Added exclusion to match reinsurers exclusion to the program. This exclusion applies to liability claims that would be filed against you for Employee Retirement Income Security Act of 1974, Securities Act of 1933, Securities Exchange Act of 1934, Public Utilities Holding Act of 1935, Pool Indenture Act of 1939, Investment Company Act of 1940, State Blue Sky Laws, The Jones Act, general maritime law, Federal Employers Liability Act, Federal Employee Compensation Act, Defense Base Act, or the US Longshoreman and Harbor Workers' Compensation Act. We do not believe any of these laws apply to local governments of Idaho. (Page 17)

Item 6: A. (27.) *Pollution* – REDUCTION

Expanded the exclusion to apply any insured, not just the named insured on the policy. (Page 27)

Item 7: A. (31.) *Third Party Rights* – REDUCTION

Added exclusion to match reinsurers exclusion to the program. This clarifies that the policy is only between you and ICRMP. Nothing in this policy shall create any obligations or establish any rights of action against us in favor of any third parties, or persons, including claimants against you. (Page 22)

D. SECTION V, PROPERTY INSURANCE

Item 1: Insuring Agreement A. 1. a. – *Additional Coverages* - CLARIFY

Amended language to match that of our reinsurers regarding how additional coverages are applied to the insuring agreement. Clarified that these coverages are not in addition to but are a part of the overall per occurrence aggregate limit of \$200,000,000. (Page 23)

Item 2: Insuring Agreement A. 1. a. (2.) – *Debris Removal* - BROADEN

Debris removal expenses are now the greater of \$2,500,000 or 25% of the loss. It was the “lesser of” and now broadens the coverage by changing the term. (Page 23)

Item 3: Definition B. 19 – *Vacant Property* - CLARIFY

Amended the definition to match that of the reinsurer to the program. Clarified that a building is considered vacant if less than 10% of the square footage contains inadequate contents to perform customary operations. (Page 28)

Item 4: Condition C. 4. – *Earthquake* - CLARIFY

Added this condition to clarify the sublimit of earthquake coverage. Nothing has changed, we listed here in addition to the declarations page. (Page 30)

Item 5: Condition C. 5. – *Flood* - CLARIFY

Added this condition to clarify the sublimit of flood coverage. Nothing has changed, we listed here in addition to the declarations page. (Page 30)

Item 6: Condition C. 7. i. – *Valuation of Loss* - CLARIFY

Added to the valuation of loss condition for “all other insured property” wherein the value is \$1,000,000 or greater, as stated on the schedule of values you have on file with us, will retain the current valuation terminology to clarify the difference between valuations of items over \$1,000,000 versus less than \$1,000,000. (Page 32)

Item 7: Condition C. 7. j. – *Valuation of Loss* - REDUCTION

Added new valuation of loss condition for “all other insured property” wherein the value is less than \$1,000,000, as stated on the schedule of values you have on file with us, the valuation clause will mirror Condition C. 8. i, however, we will not pay in excess of 125% of the value listed. This is because we do not routinely appraise items less than this value and therefore the values may not be as accurate. (Page 32)

Item 8: Exclusion D. 1. n. – *With Regard to All Property* - REDUCTION

Added new exclusion to not provide coverage for physical damage to insured property caused by water due to the intentional cessation of a building’s heat source. Our intent is that if you purposefully and knowingly turn off a buildings primary heat source and water pipes freeze as a result, that the resulting damage from the burst pipes is not covered. (Page 33)

Item 9: Exclusion D. 2. g. – *With Regard to Buildings & Structures* - REDUCTION

Added new exclusion to not provide coverage for physical damage to insured property caused by groundwater unrelated to flood as defined by the policy. Our intent is that if water from an unknown source such as a high water table from groundwater caused damage, that claim is not covered. (Page 34)

E. SECTION VII – AUTO LIABILITY

Item 1: Condition C. 3. g. – *Tentative Settlement* – REDUCTION

Added this condition to clarify that a person seeking Underinsured Motorists Coverage must promptly notify us in writing of a tentative settlement between the insured and the insurer of the underinsured automobile and allow us to advance payment to that insured in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner, or operator of such underinsured automobile. (Page 42)

Item 2: Exclusion D. 2. b. – *Bodily Injury to Employees* – REDUCTION

Amended this exclusion to match that of our reinsurance carrier. We clarified that employees are not covered under Insuring Agreement 1, Auto Liability for bodily injury claims resulting from auto accidents when employees are acting in the course and scope of their employment. We also excluded claims brought forth by the spouse, child, parent, brother, or sister of the employee as a consequence of the above. The intent is that workers compensation should be the sole source of this claim. (Page 43)

Item 3: Exclusion D. 2. d. – *Moving Property* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We do not cover bodily injury or property damage claims under Auto Liability that result from the handling of property before it is moved from the place where it is accepted by you for movement into or onto the insured vehicle or after it is moved from the insured vehicle to the place where it is finally delivered by the insured. (Page 44)

Item 4: Exclusion D. 2. e. – *Moving Property* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We do not cover bodily injury or property damage claims under Auto Liability that result from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the insured vehicle. (Page 44)

Item 5: Exclusion D. 2. f. – *Your Work* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We do not cover bodily injury or property damage claims under Auto Liability that result from your work after that work has been completed or abandoned. (Page 44)

Item 6: Exclusion D. 2. g. – *Racing* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We do not cover bodily injury or property damage claims under Auto Liability that result from insured vehicles while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity or while that insured vehicle is being prepared for such a contest or activity. (Page 44)

Item 7: Exclusion D. 3. d. – *Reasonable Belief* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We do not cover bodily injury claims under Auto Medical Payments that result from anyone using an insured vehicle without a reasonable belief that the person is entitled to do so. (Page 44)

Item 8: Exclusion D. 3. e. – *Racing* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We do not cover bodily injury or property damage claims under Auto Medical Payments that result from insured vehicles while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity or while that insured vehicle is being prepared for such a contest or activity. (Page 44)

Item 9: Exclusion D. 4. b. – *Insured Vehicle* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We do not cover claims under Uninsured/Underinsured Motorists that result from anyone using an insured vehicle without a reasonable belief that the person is entitled to do so. (Page 44)

F. SECTION VIII – GENERAL LIABILITY

Item 1: Insuring Agreement A. 1. – *General Liability* – CLARIFY

Amended this insuring agreement to read more clearly our intent. (Page 45)

Item 2: Insuring Agreement A. 1. d. – *Host Liquor Liability* – REDUCTION

Amended this insuring agreement item to only provide liability coverage for claims arising from losses because of serving alcoholic beverages at your social event. We have removed coverage for the manufacturing or selling of alcohol as part of your regular operations. Our intent is designed for those hosting social events where you are furnishing alcohol to guests or allowing them to bring their own drinks.

Item 3: Exclusion C. 1. n. – *Bodily Injury to Employees* – REDUCTION

Amended this exclusion to match that of our reinsurance carrier. We clarified that employees are not covered under General Liability for bodily injury claims resulting from an occurrence when employees are acting in the course and scope of their employment. We also excluded

claims brought forth by the spouse, child, parent, brother, or sister of the employee as a consequence of the above. The intent is that workers compensation should be the sole source of this claim. (Page 47)

Item 4: Exclusion C. 1. o. – *Transportation* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that transportation of mobile equipment by a vehicle is not covered. The intent is that would be covered by Auto Liability instead. (Page 47)

Item 5: Exclusion C. 1. p. – *Mobile Equipment Racing* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that the use of mobile equipment in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity is not covered. (Page 47)

Item 6: Exclusion C. 1. q. – *Publications Falsity* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims involving oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity are not covered. (Page 47)

Item 7: Exclusion C. 1. r. – *Publications* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims involving oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period are not covered. (Page 47)

Item 8: Exclusion C. 1. s. – *Criminal Acts* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified claims involving criminal acts committed by or at the direction of the insured are not covered. (Page 47)

Item 9: Exclusion C. 1. t. – *Wrongful Employment Practice Act* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to wrongful employment acts of the employment of any person, including threatened, actual, or alleged discrimination or harassment is not covered. The intent is that this would be covered in the Employment Practices Liability section. (Page 47)

G. SECTION IX, LAW ENFORCEMENT LIABILITY INSURANCE

Item 1: Insuring Agreement A. 1. – *Law Enforcement Liability* – CLARIFY

Amended this insuring agreement to read more clearly regarding our intent. Additionally, we corrected this coverage to be triggered by an occurrence and not a wrongful act. (Page 48)

Item 2: Definition B. 1. – *Personal Injury* – CLARIFY

Amended this definition to read more clearly regarding our intent. We removed those items that were not applicable to this coverage. (Page 48)

Item 3: Definition B. 2. – *Wrongful Act* – CLARIFY

We deleted this definition of wrongful act and instead changed the trigger of coverage to occurrence. Occurrence is defined in the General Definitions. (Page 48)

Item 4: Exclusion C. 1. f. – *Sexual Molestation or Sexual Abuse* – CLARIFY

We added an exclusion to clarify that Sexual Molestation or Sexual Abuse is not covered under Law Enforcement Liability. Our intent is to cover that under Sexual Molestation or Sexual Abuse Liability section. (Page 49)

Item 5: Exclusion C. 1. j. – *Criminal Acts* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims involving criminal acts committed by or at the direction of the insured are not covered. (Page 49)

Item 6: Exclusion C. 1. k. – *Bodily Injury to Employees* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that employees are not covered under General Liability for injury claims resulting from an occurrence when employees are acting in the course and scope of their employment. We also excluded claims brought forth by the spouse, child, parent, brother, or sister of the employee as a consequence of the above. The intent is that workers compensation should be the sole source of this claim. (Page 49)

Item 7: Exclusion C. 1. l. – *Willful Violation* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that the willful violation of any federal, state, or local statute, ordinance, rule, or regulation committed by or with the knowledge or consent of any insured is not covered. (Page 49)

Item 8: Exclusion C. 1. m. – *Fraud* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that acts of fraud committed by or at the direction of the insured with affirmative dishonesty or actual intent to deceive or defraud is not covered. (Page 49)

H. SECTION X, ERRORS AND OMISSIONS INSURANCE

Item 1: Insuring Agreement A. 1. – *Errors and Omissions Liability* – CLARIFY

Amended this insuring agreement read more clearly our intent. Additionally, we moved language from the insuring agreement to the definition of a wrongful act for clarity. (Page 50)

Item 2: Exclusion D. 1. g. – *Wrongful Employment Practice Act* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to wrongful employment acts of the employment of any person, including threatened, actual, or alleged discrimination or harassment is not covered. The intent is that this would be covered in the Employment Practices Liability section. (Page 51)

Item 3: Exclusion D. 1. m. – *Labor Strike* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to any labor strike, civil disturbance, riot, or civil commotion are not covered. (Page 51)

Item 4: Exclusion D. 1. n. – *Fiduciary Capacity* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to the insured's activities in a fiduciary capacity are not covered. This is better described in the Crime section instead. (Page 51)

Item 5: Exclusion D. 1. o. – *Debt Financing* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to debt financing are not covered. This is better described in the Crime section instead. (Page 51)

Item 6: Exclusion D. 1. p. – *Bonds* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to failure or omission to effect or maintain insurance or bonds of any kind are not covered. This is better described in the Crime section instead. (Page 51)

Item 7: Exclusion D. 1. q. – *Professional Services* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to the rendering or failure to render professional services provided by any lawyer, architect, building inspector, engineer or accountant to any person or entity other than the named insured or any commissions, boards, departments, or other units operated by the named insured or under the named insured's jurisdiction are not covered. (Page 51)

I. SECTION XI, EMPLOYEE BENEFIT PROGRAM LIABILITY INSURANCE

Item 1: Insuring Agreement A. 1. – *Employee Benefit Program Liability* – CLARIFY

Amended this insuring agreement to read more clearly our intent. Additionally, we moved language from the insuring agreement to the definition of a wrongful act for clarity. (Page 52)

Item 2: Definition B. 1. e. – *Administration* – CLARIFY

Amended this definition to match that of our reinsurer. We clarified that administration does not include handling payroll deductions. (Page 52)

Item 3: Exclusion D. 1. g. – *Criminal Acts* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims involving criminal acts committed by or at the direction of the insured are not covered. (Page 53)

Item 4: Exclusion D. 1. h. – *Wrongful Employment Practice Act* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to wrongful employment acts of the employment of any person, including threatened, actual, or alleged discrimination or harassment is not covered. The intent is that this would be covered in the Employment Practices Liability section. (Page 53)

J. SECTION XII, EMPLOYMENT PRACTICES LIABILITY INSURANCE

Item 1: Insuring Agreement A. 1. – *Employment Practices Liability* – CLARIFY

Amended this insuring agreement to read more clearly our intent. Additionally, we moved language from the insuring agreement to the definition of a wrongful employment practices act for clarity. (Page 54)

Item 2: Condition 2. – *Deductible* – REDUCTION

Amended this condition to increase the per claim deductible to \$20,000 for all Employment Practices claims as per the language used to trigger a deductible. This may be waived if you consult with us before such employment action, including terminations or suspension of employment, and followed all reasonable advice provided by us or an attorney assigned by us with respect to such employment action. (Page 54)

Item 3: Exclusion D. 1. g. – *Fraud* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that acts of fraud committed by or at the direction of the insured is not covered. (Page 55)

Item 4: Exclusion D. 1. h. – *Americans with Disability Act* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that any cost associated with providing any reasonable accommodation required by, made as a result of or to conform with the requirements of the Americans with Disability Act, or any similar federal, state or local law or ordinance, any amendments thereto and any rules or regulations promulgated thereunder or common law is not covered. (Page 55)

Item 5: Exclusion D. 1. i. – *Labor Strike* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to any labor strike, civil disturbance, riot, or civil commotion are not covered. (Page 55)

Item 6: Exclusion D. 1. j. – *Fact or Circumstance* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to any fact or circumstance which has been the subject of any written notice given under any other insurance policy is not covered. (Page 55)

Item 7: Exclusion D. 1. k. – *Fact or Circumstance* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to any fact or circumstance known prior to the inception date of the first policy issued by us, which any insured knew or could have reasonably foreseen would result in a claim is not covered. (Page 55)

K. SECTION XIII, SEXUAL MOLESTATION OR SEXUAL ABUSE LIABILITY INSURANCE

Item 1: Insuring Agreement A. 1. – *Sexual Molestation or Sexual Abuse Liability* – CLARIFY

Amended this insuring agreement to read more clearly our intent. Additionally, we moved language from the insuring agreement to the definition of a sexual molestation or sexual abuse wrongful act for clarity. (Page 56)

Item 2: Exclusion D. 1. g. – *Failure to Report* – REDUCTION

Added this exclusion to match that of our reinsurance carrier. We clarified that damages or defense costs arising out of any your failure to report any sexual molestation or sexual abuse wrongful act as required by any applicable federal, state, or local law, ordinance, or regulation are not covered. (Page 58)

L. SECTION XIV, CHEMICAL SPRAYING ACTIVITIES LIABILITY INSURANCE

Item 1: Insuring Agreement A. 1. – *Chemical Spraying Activities Liability* – CLARIFY

Amended this insuring agreement to read more clearly our intent. Additionally, we moved language from the insuring agreement to the definition of a wrongful act for clarity. (Page 59)

Item 2: Definition B. 3. – *Wrongful Act* – REDUCTION

Amended this definition to clearly communicate this is a claims-made coverage using the wrongful act terminology versus and occurrence-based definition. Before it was a mix of claims-made terminology with occurrence definitions which was confusing. (Page 59)

M. SECTION XV, ENDORSEMENTS

Item 1: #8 Active Assailant Amendatory Endorsement. – BROADEN

Added coverage of up to \$50,000 per incident and \$100,000 annual aggregate per year for multiple occurrences for paying costs incurred by you from the use of active assailant response resources to include the use of public relations firms, crisis management firms, psychological counseling, environmental clean-up, salvage, and recovery clean up and funeral expenses resulting from an event involving an assailant using a weapon and takes place on your primary business operation premise. (Page 82)



CITY OF KETCHUM
PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER

BUDGETED ITEM? ☐ Yes ☐ No

PURCHASE ORDER - NUMBER: 23038

To: 2428 ICRMP BOX 15116 BOISE ID 83715	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/17/2022	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	INSURANCE PREMIUMS 65-4350-4600	32,000.00	32,000.00
1.00	INSURANCE PREMIUMS 63-4340-4600	14,000.00	14,000.00
1.00	INSURANCE PREMIUMS 01-4150-4600	93,778.00	93,778.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		139,778.00

Authorized Signature

Member Billing Contact:

Lisa Enourato
City of Ketchum
PO Box 2315
Ketchum, ID 83340

Invoice Date: 9/1/2022
Invoice Number: 02097 - 2023 - 1
Policy Period: 10-1-22 to 9-30-23
Policy Number: 42A02097100122

Insurance Billing

DESCRIPTION
10/1/2022 - 9/30/2023 Policy Year Annual Premium: \$139,778.00
Minimum Due 10/1/2022: \$69,889.00 Balance Due 4/1/2023: \$69,889.00
For proper application, please do not combine other payments with your premium remittance.

Member:

City of Ketchum
PO Box 2315
Ketchum, ID 83340

Make Checks Payable to:

ICRMP
PO Box 15116
Boise, ID 83715

Invoice Date:	9/1/2022
Invoice Number:	02097 - 2023 - 1
Due Date:	10/1/2022
Minimum Due:	\$69,889.00
Amount Paid:	

Write Amount Paid Here



City of Ketchum

November 21, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Task Order No. 14 (Purchase Order 23037) with HDR Engineering, Inc. for Preliminary Engineering Services for Ketchum / SVWSD Wastewater Treatment Plant – Aeration Blowers and MLE Conversion Tech Memos

Recommendation and Summary

Staff is recommending the Council approve Task Order No. 14 (Purchase Order 23037), Preliminary Engineering Services for improvements at the City of Ketchum and Sun Valley Water & Sewer District Wastewater Treatment Plant and adopt the following motion:

"I move to approve Task Order No. 14 (Purchase Order 23037) with HDR Engineering, Inc. for Preliminary Engineering Services for Ketchum / SVWSD Wastewater Treatment Plant – Aeration Blowers and MLE Conversion Tech Memos."

The reasons for the recommendation are as follows:

- HDR Engineering has been the design engineering firm for the wastewater treatment plant and has a Multiple Project Agreement for Professional Services with the City.
- HDR Engineering will provide technical assistance and necessary engineering functions to the City through this task order.

Analysis

The Ketchum/Sun Valley Water Sewer District (SVWSD) Wastewater Treatment Facility is in the process of upgrading the current facility as part of the near-term improvements identified in a 2022 Facilities Planning Study. HDR Engineering will be providing these services under a Master Services Agreement dated January 21, 2014. This task order would authorize HDR Engineering to provide technical memorandums regarding the phased implementation of aeration system blowers for current/future design conditions and energy reducing process modifications as a technical services supplement to the Master Services Agreement.

Sustainability

The recommended action will further the goals of the 2020 Ketchum Sustainability Action Plan in the following ways:

- Modern, energy efficient equipment will be specified to reduce energy consumption
- Natural and biological removal processes will be designed into the treatment process further reducing the energy necessary for proper treatment

Financial Impact

The FY23 budget includes funds for Wastewater Capital Improvement Projects. This is a capital improvement expense which will be shared equally with the Sun Valley Water and Sewer District.

Attachments:

HDR Task Order 14 Scope of Services

Purchase Order 23037

TASK ORDER # 14

This Task Order pertains to an Agreement by and between City of Ketchum, ID / Sun Valley Water & Sewer District, Sun Valley, ID (“OWNERS”), and HDR Engineering, Inc. (“ENGINEER”), dated January 21, 2014, (“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: Amendment #14

PROJECT NAME:

Ketchum / SVWSD Water Reclamation Facility (WRF) – Aeration Blowers and MLE Conversion Tech Memos

PART 1.0 AMENDMENT DESCRIPTION:

Provide Technical Memorandums regarding the phased implementation of aeration system blowers for current/future design conditions and energy reducing process modifications (conversion to MLE).

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:

See Exhibit A.

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIOD OF SERVICE:

November 2022 – April 2023

PART 5.0 ENGINEER’S FEE:

See Exhibit A for breakdown.

Amendment #14: Technical Memorandums for Aeration Blowers and MLE

\$ 55,800.00

PART 6.0 OTHER: N/A

This Task Order is executed this _____, 2022.

CITY OF KETCHUM, ID

“OWNER”

BY: _____

NAME: Neil Bradshaw

TITLE: Mayor

ADDRESS: City of Ketchum
P.O. Box 2315 (191 5th St. W.)
Ketchum, ID 83340

**SUN VALLEY WATER & SEWER
DISTRICT (SVWSD)**

“OWNER”

BY: _____

NAME: Jim Loyd

TITLE: Chairman

ADDRESS SVWSD
: P.O. Box 2410
Sun Valley, ID 83353

HDR ENGINEERING, INC.

“ENGINEER”

BY: _____

NAME: Kate Eldridge

TITLE: Sr. Vice President

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

EXHIBIT A

Scope of Services

Background

The Ketchum/SVWSD Water Reclamation Facility (WRF) treats the wastewater generated by the City of Ketchum and Sun Valley. The WRF is jointly owned by the City of Ketchum and the Sun Valley Water & Sewer District (SVWSD). Treated water is discharged to the Big Wood River per an Idaho Pollutant Discharge Elimination System (IPDES) permit. Future planning for the WRF was submitted in a Wastewater Facility Planning Study (FPS) completed by HDR in 2022 and approved by Idaho Department of Environmental Quality (IDEQ). The scope of services described in this Task Order are the initial projects identified in the FPS implementation schedule.

Technical memorandums provided by this Scope of Services (Task Order) will be used to advance the two biological areas critical to current and future performance: 1) replacing aged and failing blowers and, 2) modifying the activated sludge process to Modified Ludzack-Ettinger (MLE).

The Tech Memo tasks are generally summarized below:

Blower Tech Memo

- Summarize the current, intermediate, and future design conditions (from FPS).
- Review the Sumo biological model for aeration basin minimum and maximum air flows to meet current and future loading demands.
- Select the new blower(s) to replace the failed turbo unit and aged centrifugal unit. Provide room layout. Provide cost opinion for initial blower purchase and install.
- Prepare an Owner Procurement Package for the initial blower replacement.
- Determine the stage of growth (load) when installation of additional blowers is required and the projected timing (year) of each installation.
- Review the blower room layout (building) for the future conditions as larger blowers are required.
- Review the electrical for the current situation and future conditions.

MLE Tech Memo

- Summarize the current, intermediate, and future design conditions (from FPS).
- Review the Sumo biological model for input of mixed liquor recycle, minimum and maximum to meet current and future loading demands.
- Review anoxic mixing methods and make selection.
- Determine the recycle pumping configuration and preliminary layout.
- Provide an opinion of probable construction cost.

- Review the electrical for the current situation and future conditions.

The engineering services described in detail for this Scope of Services are as follows:

TASKS

Task 100 – Project Management:

Budget Status Monitoring: Monitor the project work to complete the overall Project, the budget expended, the estimated cost of the work remaining, and the estimated cost at completion. Inform Ketchum/SVWSD of budget status through the monthly invoices, provide invoice progress reports and progress conference calls. Manage activities within overall total Project budget. Develop and Execute the Quality Assurance/Quality Control (QA/QC) Plan.

Assumptions

- An initial site visit will be arranged to kick-off this scope of work. The content of the Tech Memos will be discussed and communication protocol. This will also be an opportunity to collect detailed analytical and operation data, review manufacturer preferences, review the blower layout, take photos, and discuss electrical. The meeting will be attended by two HDR engineers (PE and EIT) and an electrical engineer.
- Monthly client progress updates (30-minute conference call with HDR project manager)
- Duration of the project – 6 months.
- Monthly invoices over project duration

Task 200 – Aeration Blower Tech Memo

The primary goal of Task 200 is the selection of the replacement blower for the failed turbo unit. This includes review of past operating data to understand the minimum, average, and maximum air flows required during a typical year. Review of the flow and oxygen demand load (BOD and nitrogen) from the past year will be adjusted to match “typical” current conditions. Some of the recent abnormal load data during the pandemic period (2020 – 2022) showed high organic loading resulting in higher required air flows. This recent data will be sorted out to determine how it impacts the design air flow.

The following summarizes the subtasks:

- Establish design flows and loads for the current situation.
- Run SUMO biological computer model to predict air flow for minimum, average, and maximum design conditions (current). Run SUMO model for air flow associated with planned growth in 5, 10, 15 and 20 years. Account for air quantities with and without implementation of the MLE modifications.
- Determine the current blower air flow matching WRF needs over range of possible air flow conditions (min., avg., max. day, max. hr) and meeting DEQ redundancy criteria.

- Make hybrid PD blower selection with manufacturer(s) to determine preliminary blower layout, building piping layout (suction and discharge), and electrical details.
- Prepare layout for new blower in current place of failed turbo blower (and possibly old centrifugal). See diagram below for existing blower building layout shown in FPS Figure 4-3.
- Prepare implementation schedule for new blower purchase and install along with cost opinion (Class 3).
- Determine blower size for future additions (replace remaining turbo blower) and layout in existing or modified blower building (review FPS Figure 4-3 for future layout and possible improvements). Revise previous FPS blower implementation schedule over the 20-year planning period based on any blower size changes (if necessary).

City of Ketchum / Sun Valley Water & Sewer District

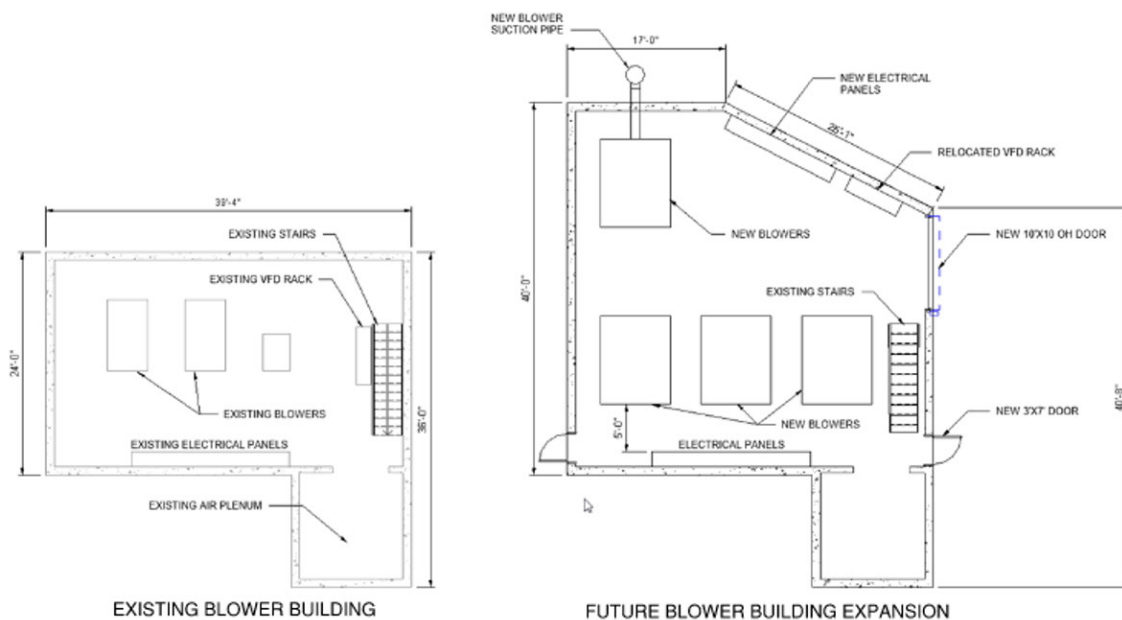


Figure 4-3. Aeration Building Expansion

Deliverables

- Draft - Aeration Blower Technical Memorandum - pdf format for Ketchum/SVWSD review.
- Final - Aeration Blower Technical Memorandum - pdf format

Assumptions

- WRF will supply analytical data (flow, BOD, TSS, NH3-N, TKN) and operational data (air flow) for computer modeling and aid in blower sizing.
- Draft TM review will be completed by web conference call, assumed to be 1 hour duration.

Task 300 – Blower Procurement Package

For timely implementation of the failed turbo blower replacement, Task 300 provides a procurement bid package for a new blower based on the results from the Blower Tech Memo (Task 200).

The subtasks involved are:

- Determine acceptable blower manufacturers with the necessary experience, product quality, and delivery schedule.
- Determine blower manufacturers having equipment fitting in the existing building with little, or minor modifications.
- Provide preliminary drawings of the blower layout for vendor information
- Provide required blower design air flow rate, minimum and maximum air flow and associated pressure.
- Prepare the procurement document.
 - Advertisement for Bid
 - Instructions to Bidders
 - General Conditions of the Contract
 - Agreement
 - Bonding
 - Notice of Award
 - Notice to Proceed
 - Submittal Requirements
 - Special Services during Installation
 - System Startup and Commissioning
 - Blower Technical Specification

Deliverables

- Draft Procurement document for Blower bidding in pdf format for Owner review.
- Final Procurement document for Blower bidding in pdf format.

Assumptions

- Blower procurement documents will be HDR standards using versions of EJCDC formatting.
- Blower technical specification will be structured around an agreed upon manufacturer with “or equal” language for bidding.

Task 400 – MLE Tech Memo

The process flow diagram of the MLE arrangement show the main components are mixing instead of aeration in Zone 1 and mixed liquor recycle (MLR) pumping from Zone 3 to Zone 1.

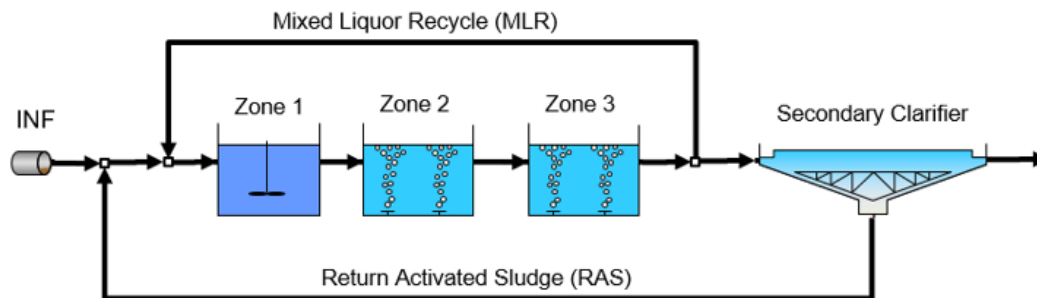


Figure 4-1. MLE process schematic

The following summarizes the subtasks involved in preparation of the MLE Tech Memo:

- Using data collected for Task 200, the SUMO biological model will be run to determine the appropriate recycle rate (MLR).
- Evaluate mixing methods for Zone 1. Methods include floating mixer and submersible blade mixers. Specific equipment selection will be made for the Owner to understand the materials of construction, the maintenance requirements, and motor sizes.
- Provide a mixer layout for basins 3 and 4. Obtain budgetary quotes.
- Determine the recycle pump sizing and layout in Zones 3 of basins 3 and 4. Obtain budgetary quotes.
- Determine the piping arrangement from Zone 3 to Zone 1. Pipe materials, layout, and routing.
- Provide budgetary cost opinion (Class 3) for the MLE conversion to Basins 3 and 4.

Deliverables

- Draft – MLE Conversion Technical Memorandum - pdf format for Ketchum/SVWSD review.
- Final – MLE Conversion Technical Memorandum - pdf format

Additional Services Not Part of this Scope

Additional services can be provided upon request. The following provides a list of exclusions or situations not included in this scope of services:

- No site visits after the kick-off meeting (only web based virtual meetings)
- No bench or pilot testing.

- No updates to the FPS.
- No preliminary engineering report (PER) or detailed design.
- No bidding documents (plans or specifications) for blower installation or MLE conversion only for blower procurement.
- Excludes any other services not otherwise included in the agreement or not customarily furnished in accordance with generally accepted engineering practices.

Anticipated Schedule Summary

The project schedule assumes the following milestones timeline for project completion.

Activity or Milestone	Date
Notice-to-Proceed (NTP)	November 07, 2022
Task 200: Aeration Blower Tech Memo	December 16, 2022
Task 300: Blower Procurement	February 10, 2023
Task 400: MLE Conversion Tech Memo	March 24, 2023
Task 100: Project Management	April 30, 2023

The above schedule will be adjusted based on the actual day the NTP is issued and/or if the City requests additional review time. An additional 30 days has been added to the overall contract period in the Task Order (PM) to allow for project closeout activities.

Fee Summary Table

Subtask	Hours	Cost
100 – Project Management, Project Financials, Monthly Reports, Kick-off Meeting	48	\$9,800
200 – Aeration Blower Tech Memo	112	\$18,600
300 – Aeration Blower Procurement Pkg	48	\$10,100
400 – MLE Tech Memo	97	\$17,300
TOTAL	305	\$55,800

Time and expenses, not to exceed \$55,800 without written authorization.



CITY OF KETCHUM
PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
BUDGETED ITEM? ☐ Yes ☐ No

PURCHASE ORDER - NUMBER: 23037

To: 2319 HDR ENGINEERING, INC. BOX 74008202 CHICAGO IL 60674-8202	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/17/2022	Shellie	Shellie	Utilities/Wastewater	0	

Quantity	Description	Unit Price	Total
1.00	TASK ORDER #14 BLOWER PROCUREMENT P67-4350-7815	55,800.00	55,800.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		55,800.00

Authorized Signature



City of Ketchum

November 21, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Professional Services Contract #23039 with McClure Policy, LLC for Governmental Relations with State of Idaho

Recommendation and Summary

The council supported retaining

During the FY22 Idaho legislative session, the council supported retaining a professional resource to represent the city and other resort cities. The Resort Cities Coalition was formed and the firm Sullivan & Reberger was retained. For the 2023 session, the Coalition revisited available firms and selected McClure Policy, LLC as representatives.

"I move to approve contract #23039 with McClure Policy, LLC for Governmental Relations Services with the State of Idaho in a not-to-exceed amount of \$25,000 and to seek reimbursement from Resort City Coalition members.

Introduction and History

The scope of work for the contract is:

1. Prevent negative/hostile legislation: In recent years, the legislature has taken action to limit city authority on a range of issues (short-term rentals, property taxes, resort city Local Option Tax, etc.). The priority of the firm would be to defeat any potential new negative legislation affecting resort cities.
2. Coalition Building: There are approximately twenty Idaho resort cities who utilize local option taxing authority (LOT). Beyond the LOT authority, these communities share a common goal/challenge of addressing workforce housing, short-term rentals, infrastructure improvements and more. The lobbyist(s) serves as a coordinating resource between all resort cities in Idaho with a goal of speaking with one voice with the Governor's Office and Legislature.
3. The Coalition has established the following legislative priorities for the 2023 session:
 - a. Protecting Local Option Tax
 - b. Protecting Short-Term Rental legislation
 - c. Exploring amendments to Liquor laws for Resort Cities
 - d. State funds for workforce housing
 - e. Infrastructure/transportation projects

Sustainability

No direct impact. Increased inventory of a local workforce and housing does decrease the amount of auto trips as local workers are closer to their place of employment.

Financial Impact

This contract can be funded via the Professional Services budget. A three-tiered funding structure has been proposed consisting of small towns at \$250, mid-sized at \$500, and larger communities at \$2,500. Should full financial participation occur, the net cost to the City of Ketchum would be \$12,500.

Attachment

Attachment A: Proposed Contract 23039

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into by and between McClure Policy, LLC (McClure) an Idaho limited liability company with principal offices in Boise, and the City of Ketchum (Ketchum) an Idaho municipality.

In consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. The initial term of this Agreement shall be for five (5) months starting December 1, 2022 and terminating on April 30, 2023 unless terminated by either party in accordance with the provisions of Paragraph 6 of this Agreement.
2. Ketchum hereby retains McClure to assist with lobbying and government affairs services in the state of Idaho on behalf of the Resort Cities Coalition (RCC). Such services shall involve informing, advising and lobbying on behalf of RCC on matters relevant to Idaho’s resort cities. In particular, McClure will work to: (1) protect the resort cities local option tax; (2) support funding for affordable workforce housing; (3) reinforce local autonomy of short-term rentals; (4) assist with efforts to update Idaho’s liquor laws; (5) cultivate positive relationships between RCC and state agencies such as ITD; and (6) communicate regularly with RCC via weekly zoom calls and written updates during the legislative session. Emily McClure shall register as a lobbyist on RCC’s behalf and will use her best efforts to represent RCC in state government affairs. Emily McClure’s colleagues Blake Youde of Youde & Associates, LLC and Hailie Johnson-Waskow of Waskow Policy, LLC will also register as lobbyists on behalf of RCC and will use their best efforts to represent RCC in the same capacity.
3. In consideration of McClure’s services, Ketchum shall pay five thousand dollars (\$5000) each month, for a total five-month contract of \$25,000. In addition, Ketchum shall reimburse McClure for reasonable and customary expenses, including but not limited to, legislative entertainment expenses and in-state travel expenses incurred in fulfilling obligations under this Agreement.
4. McClure will provide its own office, supplies and support staff as necessary for the performance of government affairs services. It is further understood that McClure will be an independent contractor and not an employee of Ketchum and as such, McClure will be responsible for its own insurance, as required by law. McClure shall indemnify and hold harmless Ketchum, RCC, its affiliates, and its respective officers, directors, agents, and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments including attorneys’ fees and costs, arising out of, or relating to, McClure’s services under the Agreement.
5. McClure will submit oral and/or written reports, as appropriate and as requested to such persons as RCC shall direct, regarding activities undertaken pursuant to this Agreement.

6. This Agreement may be terminated at any time by either party without cause on thirty (30) days written notice.
7. This Agreement is a personal services agreement and shall not be assigned or transferred in whole or in part by either party.
8. Jade Riley is the City Administrator of Ketchum and is authorized to enter into this agreement on behalf of Ketchum.

IN WITNESS THEREOF, the parties hereto have executed this 21st day of November 2022.

City of Ketchum

McClure Policy, LLC

Neil Bradshaw, Mayor

Emily McClure, Principal
McClure Policy, LLC

ATTEST

Trent Donat, City Clerk & Business Manager



CITY OF KETCHUM
PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER

BUDGETED ITEM? ☐ Yes ☐ No

PURCHASE ORDER - NUMBER: 23039

To: 5931 MCCLURE POLICY, LLC 5538 S. ZONETAILED WAY BOISE ID 83716	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/17/2022	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	CONSULTING AGREEMENT 01-4193-9930	25,000.00	25,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		25,000.00

Authorized Signature



City of Ketchum

November 21, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Resolution 22-037 Appointing Members to the Ketchum Arts Commission

Recommendation and Summary

Staff is recommending City Council adopt Resolution 22-037 and adopt the following motion:

“I move to adopt Resolution 22-037 appointing two members to the Ketchum Arts Commission.”

The reasons for the recommendation are as follows:

- The Ketchum Arts Commission is made up of 9 members
- Currently, there are three open positions on the Commission

Introduction and History

Pursuant to Ordinance No. 1168, Ketchum Arts Commission members are appointed by the Mayor and confirmed by the City Council.

The term of office for each of the members shall be three (3) years. Two consecutive three-year terms shall be the maximum allowable for a member and shall constitute a full term. Upon completion of a full term, reappointment is allowable after a one-year waiting period.

Sophie Sawyers and Mylan Chacon will begin their three-year term on October 1, 2022 and ending September 2025.

Financial Impact

No financial impact related to this Resolution.

Attachments:

Resolution 22-037
Sophie Sawyers Resume
Mylan Chacon Resume

RESOLUTION NUMBER 22-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE THE APPOINTMENT OF SOPHIE SAWYERS AND MYLAN CHACON TO THE KETCHUM ARTS COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance No. 1168, Ketchum Arts Commission members shall be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, Ketchum Arts Commission members may serve two consecutive three-year terms and upon completion of a full-term, reappointment will be allowable after a one-year waiting period; and

WHEREAS, the Mayor desires to appoint Sophie Sawyers and Mylan Chacon to the Ketchum Arts Commission, filling the positions of Hilarie Neely and Elizabeth Youmans, whose terms ended on September 30, 2022.

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

That Sophie Sawyers and Milan Chacon are hereby appointed to the Ketchum Arts Commission with a term expiring on September 30, 2025.

This Resolution will be in full force and effect upon its adoption this 21st day of November 2022.

CITY OF KETCHUM, IDAHO

Neil Bradshaw
Mayor

ATTEST:

Trent Donat
City Clerk

SOPHIE DRAKE SAWYERS

P.O. Box 2941 • Sun Valley, ID 83353 • 310.966.0353 • [LinkedIn](#) • sophiedsawyers@gmail.com

PROFESSIONAL EXPERIENCE

Sun Valley Museum of Art, Sun Valley, ID

Education Director

March 2022-Present

Education Assistant

September 2021-February 2022

- Collaborate with educators, museum professionals and community members to meet curricular learning goals.
- Provide teaching support through the arts, promote, schedule and lead students on exhibition tours.
- Oversee and coordinate SVMoA's Learning and Engagement Programs including recruitment and supervision of scholarship review committee, accounts payable and long-term program impact tracking.
- Lead and manage communication, training and recruitment of volunteer docents for the student exhibition tour program and arts workshops.
- Facilitate teaching all museum education programming as needed, including family programming, teen workshops, afterschool programming, summer art camps and adult arts classes.

Grace Church School, New York, NY

Third Grade Head Teacher

Fall 2018-August 2021

- Provided whole class, group, and individual instruction to 14-24 students as part of a collaborative team.
- Taught, monitored, assessed students in all homeroom subjects including Math, English Language Arts, History and Technology.
- Developed core learning units, lessons and activities for third grade students as part of a curriculum planning and teaching team.
- Communicated student progress with families and administrators through email, written reports, phone calls, and conferences.
- Introduced and implemented Pollyanna Racial Literacy Curriculum with students and Third Grade teaching team.
- Mentored Associate Teachers in planning and implementation of curriculum and classroom activities.
- Member of the Faculty Committee: attended monthly administrative meetings as an elected representative of faculty. 2020-2021

Associate Teacher, Fourth Grade (Fall 2016-Spring 2017) and Third Grade (Fall 2017-Spring 2018)

2016-2018

- Collaborated with head teachers to prepare, organize and implement developmentally appropriate lessons and activities.
- Planned and led small groups of 1st - 4th grade students in reading, book discussions and related activities.
- Maintained a safe and organized classroom environment. Contributed to report writing and parent teacher conferences.
- Created Grace Church School Associate Teacher Lesson Plan Format and Evaluation Standards.

PROFESSIONAL DEVELOPMENT

Reimagining Education: Teaching, Learning and Leading for a Racially Just Society, Teachers College, July 2021

Power COLLABorative: Amplifying Voices of Girls and Educators, Girls Leadership, Spring 2021

Managing Emotions in Times of Uncertainty and Stress, Yale Center for Emotional Intelligence via Coursera, Winter 2021

Cultivating Community, Connection, and Joy + The Power of Student Agency with Lily Howard Scott, Fall 2020 + Winter 2021

Regaining Equilibrium: Finding Our Way Through Collective Trauma with Rachel Henes and Blessing Uchendu, Fall 2020

Anti-Gender Bias Training for School Professionals, Hallways, Spring 2020

Teaching *Bridges* Math Workshop with TJ Jemison, Spring 2019 + Winter 2020

Whitney Museum of American Art Teacher Exchange, 2018-2019

Immigrant New York Master Class led by Rebecca Kobrin, The Academy for Teachers, Fall 2019

Child Development, Bank Street Graduate School of Education, Spring 2018

Teachers College Reading and Writing Project: Social Justice Saturday, Fall 2017

Math Week Workshop, Fay School Massachusetts, Summer 2017

Mindfulness for Educators led by Susan Kaiser Greenland, University School Nashville, TN, Spring 2017

EDUCATION

Teachers College, Columbia University, New York, NY

2018-2020

Master of Arts, Curriculum and Teaching

Thesis: Where History Meets Self- and Social-Awareness: A Look at Teaching Racial Literacy and Empathy

Bowdoin College, Brunswick, Maine

2012-2016

Bachelor of Arts, *Major*: Government and Legal Studies, *Minor*: Education Studies

Semester Abroad: *Danish Institute for Study Abroad*, Copenhagen, Denmark

Spring 2015

The Nightingale-Bamford School, New York, NY

2006-2012

Languages: Six years of formal instruction in Latin, four years of formal instruction in Spanish.

INTERESTS AND ACTIVITIES

Social-Emotional Learning, Community-building, Reading, Running (NYC marathon), Hiking (John Muir Trail, Northern California, backpacked 180 miles in 18 days), Spinning, Yoga, Photography, Art and Design.

SOPHIE DRAKE SAWYERS

P.O. Box 2941 • Sun Valley, ID 83353 • 310.966.0353 • [LinkedIn](#) • sophiedsawyers@gmail.com

ADDITIONAL WORK EXPERIENCE

The Nightingale-Bamford School Young Alumnae Committee, *Interim President (2020) and Member* 2016-Present

- Developed and implemented committee leadership structure and succession plan.
- Collaborate with Alumni Relations staff to plan, organize, and host events for Nightingale alumnae on and off campus.

Bowdoin College Alumni Relations, *Children's Activities Coordinator*, Brunswick, ME October 2015-June 2016

- Prepared, organized and executed children's activities for alumni events on campus, directed college student employees.

United Nations Foundation, Shot@Life, *Grassroots Advocacy Intern*, Washington, D.C. Summer 2015

- Assisted with campaign outreach and advocacy, fundraising events, and social media.

Lyman Moore Middle School, *Learning Partner*, Portland, ME School Year 2013-2014

- Collaborated with classroom teachers and students for one-on-one tutoring across all subjects.
- Worked directly with middle school English Language Learners from Somalia, Kenya and Iraq.

International Rescue Committee, *Counselor at Refugee Youth Summer Academy*, Brooklyn, NY Summers 2011, 2014

- Taught children in reading, writing, and social-emotional skills. Chaperoned field trips to firehouse, Museum of Natural History.

Mylan G. Chacon

714.679.4817 | mylanchacon@gmail.com | 110 Gannett Rd. Bellevue, ID

Custom Fine Art fabrication requires a comprehensive approach to profitably fulfilling client vision. This transcends classic PMI budget/scheduling, extending into developing and implementing operational efficiency and effectiveness. My unique experiential combination of hands-on technical fabrication, project management, interdepartmental SOP development, vendor and client relationship management, and team building is foundational to my demonstrated success in leading cross-functional teams that deliver excellence and client value.

Relevant Experience

Pacific Studio Inc., Seattle, WA – Senior Project Manager 2021- Present

- Collaborate with various production areas to define timelines, budgets, KPIs, deliverables and allocate the appropriate resources
- Developed and implemented Standard Operating Procedures for submitting orders to various vendors and developed a program to submit and track such orders
- Review and qualify response submittals to RFPs and RFQs
- Negotiate services, resources, timelines, pricing, and terms with vendors
- Manage internal and external contractors and staff throughout the project
- Partner with key stakeholders across the teams to identify and execute cross-functional goals
- Track the progress of the project and deliver presentations to executive management
- Manage the installation of deliverables, perform closeout tasks, and produce a postpartum report of the project for executive management

Key Achievements

- Initiated and facilitated a Historical library of successfully executed past deliverables to provide a starting platform in our technical design department, reducing the time in design planning by 25% and increasing accuracy in estimating processes
- Initiated collaboration with the technical design team and the production team, to organize shop drawings, both internal and client facing, creating a standardized format that tells the “story” of the build, increasing the comprehension of the process

Pacific Studio Inc., Seattle, WA – Workflow / Quality Assurance Manager 2019 – 2020

- Verify work is properly planned and scheduled relative to resource capacity and capability
- Evaluate that work scheduled meets timelines, budgets, and project specifications indicated by approved project documentation
- Lead a Quality Control (QC) department that will ensure all projects leave the studio in a completed, functional and finished state
- Develop raw material standards by studying manufacturing and engineering requirements

Key Achievements

- Started the Quality Assurance program, to standardize the level of execution our deliverables are produced and minimize the number of mistakes/flaws being shipped to the jobsite
- Organized the workflow of the shop from raw materials to completed deliverables to increase time efficiency
- Managed the quality standards of \$24M in Revenue

MGC Designs, LLC. Santa Ana, CA – Principal

2011 – Present

- Responsible for all manufacturing aspects of various large-scale public sculpture projects
- Generate proposals/quotes, coordinate design efforts across multiple disciplines, and develop plans for prototype efforts
- Perform technical planning, logistics coordination, and shop floor mgmt.
- Responsible for sales and procurement of new projects

Juicy Couture, Pacoima, CA – Studio Manager

2008 – 2011

- Responsible for all aspects of window display marketing for 87 stores nationwide.
- Generated manufacturing proposals/quotes, developed production plans for prototype efforts and managed production of final window display elements and orchestrated the install
- Managed outside vendor relationships
- Supervised Flagship store installation efforts, and authored assembly operations and maintenance procedures for stores nationwide

Key Achievements

- Designed and managed the build of the new fabrication studio which encompassed, metal shop, wood shop, paint department, sculpture studio and textiles which increased our production efficiency 300%.
- Created a workflow plan to produce the window display marketing campaigns, with a yearly budget of \$21 M, increasing the level of output 100%.

Education & Skills

Master of Arts – Sculpture – 2010 California State University, Northridge

Bachelor of Arts – Graphic Design – 2009 California State University, Northridge

Software: Adobe Creative Suite, MS Office, Procore, Epicor, Smart Sheets, Trello, Microsoft Teams and fundamental understanding of SolidWorks.

Fabrication: construction framing, electrical GTAW, SMAW, GMAW, foundry operations, silversmithing, industrial fabrication operations, rigging, production of composite components, fine carpentry, Spray Finishing, textiles



City of Ketchum

November 21, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve a Lot Line Shift Final Plat, Townhouse Preliminary Plat & Phased Development Agreement 22812 for the Sapp Townhomes located at 780 N 4th Ave.

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Final Plat submitted by Galena Engineering on behalf of the property owner, Sapp Family Holdings LLC, to consolidate the lots by eliminate the lot line between Lot 5 and the north ½ of Lot 6.

Recommended Motion: "I move to approve the Lot Line Shift Final Plat for the consolidation of Lot 5 and the north ½ of Lot 6, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision."

Recommended Motion: "I move to approve the townhouse preliminary plat for the Sapp Townhomes at 780 N 4th Ave, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision, and approve the associated Phased Development Agreement 22812."

The reasons for the recommendation are as follows:

- The consolidation of lots (lot line shift) is not subject to the interim ordinance requirements as the application was deemed complete prior to the effective date of the ordinance.
- The two lots consist of one Ketchum townsite lot and half of another Ketchum townsite lot. The partial Ketchum townsite lot does not meet minimum lot size requirements and would be difficult to develop independently.
- The consolidation of the lots allows for a townhouse subdivision of the lot for the construction of two detached townhomes.
- The Planning and Zoning Commission ("Commission") approved the design review application and recommended approval of the townhouse subdivision prelim plat and phased development agreement on November 8, 2022.
- All applications, as conditioned, meet all applicable standards contained in Ketchum Municipal Code's Subdivision (Title 16) regulations and all Zoning requirements and standards (Title 17).

Analysis

The Applicant is proposing two new 3,655 square foot two-story detached townhomes with attached two-car garages (the "project"), located at 780 N 4th Ave (the "subject property"). The subject property is zoned General Residential – Low Density (GR-L) and currently contains one single-family dwelling unit. Detached townhomes are a permitted use within the GR-L zone district provided that all dimensional standards are met. The project proposes to demolish the existing single-family dwelling unit, vacate the lot line between Lots 5 and 6, subdivide the property into two townhouse sublots, and construct a new detached dwelling unit on each of the newly created sublots.

The existing single-family residence was constructed in 1961 making it more than 50 years old. However, the building is not listed on the city's adopted Historic Building/Site List. Review by the Historic Preservation Commission is not required, however, a demolition permit cannot be issued for the existing residence until a 60 day waiting period has concluded.

The project will construct improvements to the right-of-way and alley per the City of Ketchum improvement standards. The project proposes access to one subplot from N 4th Ave and access to the other subplot from 8th Street. The project proposes paver driveways and sidewalk with no snowmelt for both driveways. All improvements to the right-of-way and alley have been preliminarily reviewed by the Streets Department and City Engineer with no comments on the proposed access and right-of-way improvements. Final review of the proposed improvements will be conducted by the City Engineer and Streets Department prior to issuance of a building permit. See Exhibit B of Attachment E for the proposed right-of-way improvements.

As mentioned above the existing property consists of one Ketchum townsite lot and half of another. To affect the townhouse preliminary plat, the common lot line between Lot 5 and Lot 6 must be removed. The lot line shift request is not subject to the provisions of the interim ordinance as the application was submitted and deemed complete prior to the effective date of the ordinance. The partial lot (Lot 6) does not meet the minimum lot size requirements for the GR-L zone district and would be difficult to develop independently.

Staff supports the lot line shift request to allow for the redevelopment of the property for additional housing units consistent with the surrounding neighborhood. The lot line shift request meets all subdivision requirements as outlined in the draft findings of fact included as Attachment F. Additionally, the townhouse preliminary plat meets all the requirements of preliminary plat subdivision applications and townhouse subdivisions as outlined in Attachment G. Recommended conditions of approval for the lot line shift and townhouse preliminary plat are included in Attachments F and G respectively.

As of the date of this report, no public comment has been received.

Financial Impact

There is no request for financial assistance from the city for this application.

Sustainability

The proposed development does not include any snowmelt within the right-of-way. Additionally, the new detached townhomes are required to meet the standards of the Ketchum Green Building Code

Attachments

- A. Lot Line Shift – Application and supporting documents
- B. Lot Line Shift – Final Plat plan set
- C. Townhouse Preliminary Plat – application and supporting documents
- D. Townhouse Preliminary Plat plan set
- E. Phased Development Agreement #22812
- F. DRAFT Findings of Fact, Conclusions of Law, and Decision – Lot Line Shift
- G. DRAFT Findings of Fact, Conclusions of Law, and Decision – TH Preliminary Plat



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
File #	P22-052B
Date Received	9-23-22
By:	SMC/Colleen
Fee Paid:	950.
Approved Date:	
Denied Date:	
By:	

Lot Line Shift Application

OWNER INFORMATION	
Owner Name: Sapp Family Holdings LLC	
Mailing Address: 1100 Bellevue Way, NE Suite 8A, Box 551, Bellevue, WA 98004	
Phone: 208-726-0020 (Caleb Spangenberg - Owner's Representative)	
Email: Caleb@williams-partners.com (Caleb Spangenberg - Owner's Representative)	
PROJECT INFORMATION	
Name of Proposed Plat: Lot 5A, Block 72, Ketchum Townsite	
Representative of Owner: Matt Smithman	
Phone: 205-209-9969	
Mailing Address: 317 North River St., Hailey, ID 83333	
Email: matt@galena-engineering.com	
Legal Land Description: Lot 5A, Block 72, Ketchum Townsite	
Project Address: 780 N 4th Ave., Ketchum, ID 83340	
Number of Lots: 2	Number of Units: 0
Total Land Area in Square Feet: 12,413	Current Zoning District: GR-L (General Residential - Low)
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
Mutual Reciprocal Easements	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

Signature of Owner/Representative

09/16/2022

Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.

191 5th St. West | P.O. Box 2315 | Ketchum, ID 83340 | main 208.726.7801 | fax 208.726.7812


Facebook/CityofKetchum | twitter.com/Ketchum_Idaho | www.ketchumidaho.org

City of Ketchum Planning & Building Department
Lot Line Shift Application, updated February 27, 2018

Instrument # 684667

HAILEY, BLAINE, IDAHO
07-20-2021 1:45:21 PM No. of Pages: 3
Recorded for: TITLEONE - TWIN FALLS
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Sun Valley Title

 A TitleOne Company

Order Number: 21418772

Warranty Deed

For value received,

Mary Helen Terra-Berns, as Personal Representative of the Estate of Jean M. Terra, deceased

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

Sapp Family Holdings, LLC, an Idaho limited liability company

whose current address is 1100 Bellevue Way NE Suite 8A, Box 551 Bellevue, WA 98004

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

See Exhibit A, attached hereto and incorporated herein.

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.

Remainder of page intentionally left blank.

Dated: July 13, 2021

Estate of Jean M. Terra, deceased

Mary Helen Terra-Berns PR.
By: Mary Helen Terra-Berns, Personal Representative

State of Idaho, County of Kootenai, ss.

On this 15th day of July, 2021, before me, the undersigned, a notary public in and for said state, personally appeared Mary Helen Terra-Berns known or identified to me to be the person whose name is subscribed to the within instrument, as the personal representative of the estate of Jean M. Terra and acknowledged to me that he/she executed the same as such personal representative of the estate of Jean M. Terra

— SAH

Notary Public
Residing In: Coeur d'Alene
My Commission Expires: 01-29-2027
(seal)

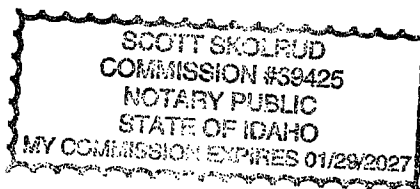


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Lot 5 and the North 1/2 of Lot 6, Block 72 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.



Sun Valley Title
Authorized Agent for:
Title Resources Guaranty Company

SCHEDULE A

Name and Address of Title Insurance Company: Title Resources Guaranty Company
8111 LBJ Freeway, Ste. 1200
Dallas, TX 75251

File Number: 21418772

Policy Number: 2470-O-21418772

Date of Policy: July 20, 2021 at 1:45PM

Amount of Insurance: \$1,400,000.00

Premium: \$3,855.00

Property Address Reference: 780 N 4th Ave, Ketchum, ID 83340

1. **Name of Insured:**
Sapp Family Holdings, LLC
2. **The estate or interest in the land that is insured by this policy is:**
Fee Simple
3. **Title is vested in:**
Sapp Family Holdings, LLC, an Idaho limited liability company
4. **The Land referred to in this policy is described as follows:**
See Attached Schedule C

Sun Valley Title
By:

Nick Busdon, Authorized Signatory

SCHEDULE B
Exceptions from Coverage

File Number: 21418772
Policy Number: 2470-O-21418772

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2021 which are a lien not yet due and payable.
8. Water and sewer charges, if any, for the City of Ketchum. Paid Current.
9. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded January 23, 1953 as Instrument No. [101927](#).
11. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded May 9, 1953 as Instrument No. [102348](#).
12. 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.
13. Terms, conditions, easements and, obligations, if any, contained in an Agreement for a Well by and between George Castle and Annette Castle, husband and wife, James Terra and Jean Terra, husband and wife, Clayton Stewart and Bernice Stewart, husband and wife and Ronald F. Johnson and Janette Johnson, husband and wife.
Recorded: November 1, 1957
Instrument No: [110151](#)
14. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$840,000.00
Trustor/Grantor: Sapp Family Holdings, LLC, an Idaho limited liability company
Trustee: Kevin P Moran, Attorney at Law
Beneficiary: Seattle Funding Group, Ltd., a Washington corporation
Dated: July 15, 2021
Recorded: July 20, 2021
Instrument No.: 684668

SCHEDULE C
Legal Description

Lot 5 and the North 1/2 of Lot 6, Block 72 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

A PLAT SHOWING
LOT 5A, BLOCK 72, KETCHUM TOWNSITE
WHERE IN THE INTERIOR LOT LINES OF LOT 5 & THE N1/2 OF LOT 6, BLOCK 72, ARE VACATED AS SHOWN HEREON
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
OCTOBER 2022

SCALE: 1" = 20'



LEGEND

- Property Line
- Previous Lot Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- Survey Tie Line
- GIS Tie Line
- Easement Line, Type & Width as Shown
- Found Aluminum Cap on 5/8" Rebar by LS3432
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar, P.L.S. 16670
- Calculated Point, Nothing Set

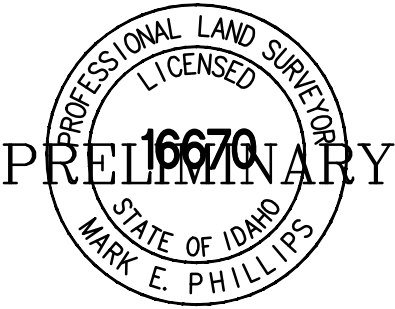
SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 5 & the N1/2 of Lot 6, Block 72, Ketchum Townsite, and vacate the interior lot line, to create Lot 5A, Block 72, Ketchum Townsite, as shown hereon. The boundary shown is based on found centerline and lot corner monuments and the Official Map of the Village of Ketchum, Instrument No. 302967, records of Blaine County, Idaho. All found monuments have been accepted. Additional documents used in the course of this survey include the Plat of Zark Park Townhomes, Instrument Number 425489, the Plat showing BR2 Townhomes, Instrument Number 440458, the Plat showing Apple Park Townhomes, Instrument Number 663014, the Plat showing Zark Park Subdivision, Instrument Number 348073, and the Plat showing Apple Park Subdivision, Instrument Number 355698, all records of Blaine County, Idaho.
- The distances shown are measured. Refer to the above referenced documents for previous record data.
- A Title Report for the property shown hereon has been issued by Title Resources Guaranty Company. File Number 21418772, with a Commitment Date of July 20, 2021. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or owner's agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of specific documents is required, if further information is desired.
- Unless otherwise shown hereon, this survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
- All utilities shall be installed underground.
- An easement along the southerly property boundary exists for Idaho Power Company for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of Underground Facilities. Said easement is recorded under Instrument # 697063, records of Blaine County, Idaho.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date

South Central Public Health District



MARK E. PHILLIPS, P.L.S. 16670

LOT 5A, BLOCK 72, KETCHUM TOWNSITE

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 2
Job No. 8237-01

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

LOT 5 & THE N1/2 OF LOT 6, BLOCK 72, 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.

I 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 units shown within this plat.

It is the intent of the owner to hereby include said land in this plat.

Sapp Family Holdings, LLC, an Idaho Limited Liability Company
BY: Layne Sapp, Manager

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared Layne Sapp, known or identified to me to be the manager of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State
Residing in _____
My Commission Expires _____

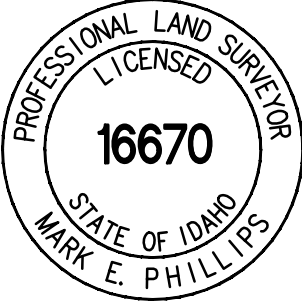
PROJECT ENGINEER’S CERTIFICATE

I, the undersigned, project engineer for Lot 5A, Block 72, Ketchum Townsite, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

Jeff Loomis, PE 7986, Galena Engineering, INC

SURVEYOR’S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55–1601 through 55–1612.



MARK E. PHILLIPS, P.L.S. 16670

BLAINE COUNTY SURVEYOR’S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys.

Sam Young, P.L.S. 11577
Blaine County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2022, this plat was duly accepted and approved.

Trent Donat, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Robyn Mattison, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Morgan Landers, City of Ketchum

BLAINE COUNTY TREASURER’S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50–1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER’S CERTIFICATE

LOT 5A, BLOCK 72, KETCHUM
TOWNSITE

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 2 OF 2
Job No. 8237-01



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number:	P22-052A
Date Received:	7/28/22
By:	[Signature]
Fee:	\$525 per v 2 \$1050
Approved Date:	
By:	

Subdivision Application

Submit completed application to the Planning and Building Department electronically to planningandzoning@ketchumidaho.org. Once your application has been received, we will review it and contact you with the next steps. 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: Sapp Townhomes			
Owner of Record: Sapp Family Holdings LLC			
Address of Owner: 1100 Bellevue Way, NE Suite 8A, Box 551, Bellevue, WA 98004			
Representative of Owner: Sean Flynn			
Legal Description: Lots 5 & the N1/2 of Lot 6, Block 72, Ketchum Townsite			
Street Address: 780 N 4th Ave., Ketchum, ID 83340			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: 12,413 Sq. Ft.			
Current Zoning District: GR-L (General Residential - Low)			
Proposed Zoning District: GR-L (General Residential - Low)			
Overlay District: N/A			
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: N/A			
Easements to be dedicated on the final plat:			
Mutual Reciprocal Easements			
Briefly describe the improvements to be installed prior to final plat approval:			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations ✓			
One (1) copy of current title report and owner's recorded deed to the subject property ✓			
One (1) copy of the preliminary plat ✓			
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

Sean Flynn

07/22/2022

Applicant Signature

Date


191 W 5th St ★ P.O. Box 2315 ★ Ketchum, ID 83340 ★ main (208) 726-7801 ★ fax (208) 726-7812

facebook.com/CityofKetchum ★ twitter.com/Ketchum_Idaho ★ www.ketchumidaho.org

Instrument # 684667

HAILEY, BLAINE, IDAHO
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Sun Valley Title

 A TitleOne Company

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Sapp Family Holdings, LLC, an Idaho limited liability company

whose current address is 1100 Bellevue Way NE Suite 8A, Box 551 Bellevue, WA 98004

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

See Exhibit A, attached hereto and incorporated herein.

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.

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Dated: July 13, 2021

Estate of Jean M. Terra, deceased

Mary Helen Terra-Berns PR.
By: Mary Helen Terra-Berns, Personal Representative

State of Idaho, County of Kootenai, ss.

On this 15th day of July, 2021, before me, the undersigned, a notary public in and for said state, personally appeared Mary Helen Terra-Berns known or identified to me to be the person whose name is subscribed to the within instrument, as the personal representative of the estate of Jean M. Terra and acknowledged to me that he/she executed the same as such personal representative of the estate of Jean M. Terra

— SAH

Notary Public
Residing In: Coeur d'Alene
My Commission Expires: 01-29-2027
(seal)

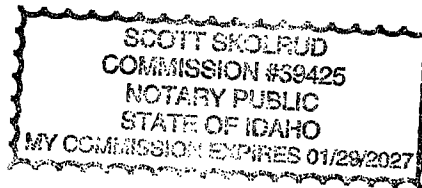


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Lot 5 and the North 1/2 of Lot 6, Block 72 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.



Sun Valley Title
Authorized Agent for:
Title Resources Guaranty Company

SCHEDULE A

Name and Address of Title Insurance Company: Title Resources Guaranty Company
8111 LBJ Freeway, Ste. 1200
Dallas, TX 75251

File Number: 21418772

Policy Number: 2470-O-21418772

Date of Policy: July 20, 2021 at 1:45PM

Amount of Insurance: \$1,400,000.00

Premium: \$3,855.00

Property Address Reference: 780 N 4th Ave, Ketchum, ID 83340

1. **Name of Insured:**
Sapp Family Holdings, LLC
2. **The estate or interest in the land that is insured by this policy is:**
Fee Simple
3. **Title is vested in:**
Sapp Family Holdings, LLC, an Idaho limited liability company
4. **The Land referred to in this policy is described as follows:**
See Attached Schedule C

Sun Valley Title
By:

Nick Busdon, Authorized Signatory

SCHEDULE B
Exceptions from Coverage

File Number: 21418772
Policy Number: 2470-O-21418772

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2021 which are a lien not yet due and payable.
8. Water and sewer charges, if any, for the City of Ketchum. Paid Current.
9. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded January 23, 1953 as Instrument No. [101927](#).
11. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded May 9, 1953 as Instrument No. [102348](#).
12. 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.
13. Terms, conditions, easements and, obligations, if any, contained in an Agreement for a Well by and between George Castle and Annette Castle, husband and wife, James Terra and Jean Terra, husband and wife, Clayton Stewart and Bernice Stewart, husband and wife and Ronald F. Johnson and Janette Johnson, husband and wife.
Recorded: November 1, 1957
Instrument No: [110151](#)
14. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$840,000.00
Trustor/Grantor: Sapp Family Holdings, LLC, an Idaho limited liability company
Trustee: Kevin P Moran, Attorney at Law
Beneficiary: Seattle Funding Group, Ltd., a Washington corporation
Dated: July 15, 2021
Recorded: July 20, 2021
Instrument No.: 684668

SCHEDULE C
Legal Description

Lot 5 and the North 1/2 of Lot 6, Block 72 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

TOWNHOME DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SAPP TOWNHOMES

THIS DECLARATION is made this ____ day of _____ 2022, by SAPP FAMILY HOLDINGS, LLC, an Idaho limited liability company, hereinafter referred to as "Declarant".

RECITALS:

A. Property Covered. Declarant is the owner of certain real property described as Ketchum Lots 5 & N ½ of 6, Block 72, City of Ketchum, Blaine County, Idaho. The property is located at 780 N 4th Ave in the City of Ketchum, Blaine County, Idaho.

B. Intention of Declarant. The property has been approved by the City of Ketchum, State of Idaho, for a townhome subdivision, referred to as the "Sapp Townhomes", consisting of Ketchum Lots 5 & N ½ of 6, Block 72, City of Ketchum, Blaine County, Idaho, according to the official plat thereof, recorded as Instrument No. _____ records of Blaine County, Idaho, as converted into Sublot 1 and Sublot 2 (hereinafter "sublots"), as set forth on the plat attached hereto as Exhibit "A" and made a part hereof, which shall hereinafter be referred to collectively as the "townhome development project" or the "project". Declarant intends to provide for townhome ownership of the property, as improved, under Section 16.04 of the Subdivision Ordinance of the City of Ketchum, which provides for ownership of individual townhome sublots, and ownership and maintenance of the townhome sublots and townhome units by the individual Owners. It is the intention of Declarant to sell and convey each individual townhome subplot, together with the improvements thereon, in the townhome development project to various individuals or entities. The project consists of the sublots, the individual sublots and townhomes thereon. Such sales and conveyances of the individual townhome sublots and townhomes, shall be subject to the protective restrictions, covenants and conditions contained in this Declaration which are for the mutual benefit of the townhome development project and the present and future Owners of the individual townhome sublots and townhomes, and are intended to preserve the value, desirability and attractiveness of the townhome development project, to create and protect the highest quality development of the property and to ensure proper maintenance thereof.

C. Type of Ownership. The townhome development project will provide a means for ownership in fee simple of separate interests in townhome sublots and townhome units.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the townhome development project is, and shall hereafter be, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions and equitable servitudes, imposed in furtherance of a plan for the development, improvement and sale of the units in the townhome development project, and to enhance the value, desirability and attractiveness of the property. The restrictions set forth herein shall run with the property within the townhome development project, and shall be binding upon all persons having or acquiring any interest in such property, or any part thereof,

and inure to the benefit of every portion of such property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, its successors in interest, and may be enforced by Declarant, by any Owner or its successors in interest.

The covenants, conditions and restrictions contained in this Declaration are IN ADDITION TO any other land use restrictions, zoning ordinances, laws, rules and decisions of other governmental authorities and governmental and judicial authorities, including the City of Ketchum and the County of Blaine, Idaho. This Declaration does not supplement any such land use restrictions which are enforced, and must be satisfied, independent of this Declaration.

ARTICLE I

Definitions

Unless the context requires otherwise, the following words and phrases when used in these Restrictions shall have the meanings hereinafter specified:

1.01 DECLARANT shall mean Sapp Family Holdings, an Idaho Limited Liability Company.

1.02 DECLARATION shall mean this instrument as it may be amended and supplemented from time to time.

1.03 IMPROVEMENT shall mean all structures and appurtenances thereof of every type and kind, including, but not limited to, buildings, outbuildings, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planted trees and shrubs, poles, signs, exterior air conditioning, utility meters, water softener fixtures or equipment, and fire suppression system.

1.04 OWNER shall mean, (1) the person or persons, or other legal entity or entities, including Declarant, holding individually or in the aggregate fee simple interest in a townhome; or, as the case may be (2) the purchaser of a townhome.

1.05 PERSON shall mean a natural individual or any entity with the legal right to hold title to real property.

1.06 PLAT shall mean the final Plat for the Sapp Townhomes.

1.07 RECORD, RECORDED AND RECORDATION shall mean, with respect to any documents, the recordation of such documents in the office of the County Recorder of the County of Blaine, State of Idaho (which may also be referred to herein as "file" or "filed").

1.08 RESTRICTIONS shall mean this Declaration, as it may be amended from time to time.

1.09 SUPPLEMENTAL DECLARATION shall mean a supplemental declaration of covenants, conditions and restrictions which shall be recorded for the purposes of setting forth additional covenants, conditions, and restrictions on the property.

1.10 TOWNHOME DEVELOPMENT PROJECT shall mean and refer to the real property described in Recital A above, and as further defined in Section 16.04, Subsection 16.04.020, of the Subdivision Ordinance of the City of Ketchum, Idaho.

1.11 TOWNHOME SUBLOT shall mean and refer to any one (1) of the parcels that constitute a portion of the townhome development project as defined in Section 16.04, Subsection 16.04.020, Townhouses, of the Subdivision Ordinance of the City of Ketchum, Idaho.

1.12 TOWNHOME UNIT shall mean a townhome unit as defined in Section 16.04 of the Subdivision Ordinance of the City of Ketchum, Idaho.

ARTICLE II

Nature and Incidents of Townhome Ownership

2.01 Estates of Owner. The townhome development project is hereby divided into Sublot 1 and Sublot 2 as set forth in Exhibit "A" attached hereto and made a part hereof.

The ownership interests of each Owner shall consist of fee simple interest in the townhome subplot and the townhome unit and all other improvements built upon the particular townhome subplot as described in the deed to the particular Owner.

2.02 Sublot Numbers, Location and Description. Each townhome subplot is identified by an assigned number as Townhome Sublot 1 and Townhome Sublot 2.

2.03 Title. Title to a townhome subplot may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

2.04 Inseparability. No part of a townhome subplot or of the legal rights comprising ownership of a townhome unit may be separated from any other part thereof during the period of townhome ownership prescribed herein, so that each townhome unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete townhome. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a townhome unit or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire townhome unit and townhome subplot, together with all appurtenant rights created by law or by this Declaration and the inseparability restrictions set forth herein.

2.05 Partition Not Permitted. No Owner may bring any action for partition of the townhome sublots or townhome units.

2.06 Owner's Right to Sublots. Each Owner shall have the exclusive right to use and enjoy each respective subplot.

2.07 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may be reasonably required to obtain separate real property tax assessments of the interest of each Owner in each townhome subplot/townhome unit. Each Owner shall pay the taxes or assessments assessed against his respective townhome subplot/unit.

2.08 Utilities. Each subplot shall contain its own water and sewage under and across each respective subplot and, therefore, no reciprocal easement shall exist between the sublots for these utilities.

2.09 Encroachments. It is the intent of Declarant that each subplot and townhome thereon exists independently of each other. In the event, for any reason, it is necessary for an Owner of a

townhome/sublot to encroach on to the sublot of the other Owner for any reason, such encroachment can occur only upon written consent of the sublot Owner upon which the encroachment will occur. Such consent shall not be unreasonably withheld.

2.10 Alterations. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Sublot or the improvements located thereon from its natural or improved state as of completion of the construction of the original improvements shall be made or done without the prior written consent of the Owner of the adjoining Sublot. No building, fence, wall, residence or other structure shall be constructed or erected, altered, made or done without the prior written consent of the Owner of the adjoining Sublot. Such consent shall not be unreasonably withheld. In the event an Owner fails to consent, modify or disapprove, in writing, an application submitted within thirty (30) days after plans and specifications in writing have been submitted to such Owner, approval will be deemed denied.

2.11 Roof Snow Loads. The Owners are informed and acknowledge, to maintain structural integrity in each unit, each unit's roof must be shoveled to remove snow when each unit's roof contains seventy (70) pounds per square foot, as determined by local agencies. The Owners of each unit specifically assume the responsibility to undertake removal of the snow from the roof when the above described snow conditions exist.

ARTICLE III

Description of a Townhome

Every contract for the sale of a townhome sublot/unit, and every other instrument affecting title to a townhome sublot/unit, may describe that townhome by the number shown on the townhome map and to this Declaration as such appears on the records of the County Recorder, Blaine County, Idaho, in the following fashion:

"Townhome sublot _____ and townhome unit _____ as shown on the townhome map for the Sapp Townhomes, appearing in the records of Blaine County, Idaho, as Instrument No. _____ as defined and described in the Declaration of Covenants, Conditions and Restrictions for the Sapp Townhomes, recorded in the records of Blaine County, Idaho, as Instrument No. _____."

ARTICLE IV

Mechanic's Lien Rights

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent, or his contractor or subcontractor, shall be the basis for the filing of a lien against the townhome of any other Owner, or against any part thereof, or against any other property or any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishings of such materials or services.

ARTICLE V

5.01 Insurance. Each Owner shall separately insure their respective townhome unit and other improvements on his or her townhome sublot, or any part of it, against loss by fire or other casualty

deemed appropriate by the Owner, in an amount as near as practical to the full insurable replacement value (without deduction for depreciation). Additionally, each Owner shall carry personal liability and property damage liability insurance with respect to his or her townhome unit in a minimum limit of \$650,000.00. No such policy shall lapse, be cancelled or the coverage reduced except after ten (10) days written notice to the other party. Each Owner may insure his or her personal property against loss.

Due to the close proximity of each townhome and respective subplot to the other, each Owner will indemnify and hold harmless the other Owner from any loss, damage or claim which may result from an Owner's failure to maintain adequate fire and casualty insurance on his or her townhome unit.

ARTICLE VI

General Restrictions

All real property within the townhome development project shall be held, used and enjoyed subject to the following limitation and restrictions:

6.01 External Fixtures. No television or radio poles, antennae, flag poles, clotheslines or other external fixtures other than those originally installed by Declarant shall be constructed, erected or maintained on or within the townhome development project.

6.02 Insurance Rates. Nothing shall be done or kept in the townhome development project which will increase the rate of insurance, nor shall anything be done or kept in the Sapp Townhomes which would result in the cancellation of insurance on the townhome development project, or which would be in violation of any law.

6.03 No Further Subdividing. No subplot or townhome may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prevent or require approval for the transfer or sale of any townhome to more than one (1) person to be held by them as tenants in common, joint tenants, tenants by entirety or as community property.

6.04 Signs. After the sale of all sublots within the property, no sign of any kind shall be displayed to the public view, except such signs of customary and reasonable dimensions which may be displayed on or from a residence advertising that the residence is for sale or lease. "For sale" or "For Lease" signs shall not be more than one (1) foot by two (2) feet, with plain white and black block letters.

6.05 Animals. No animals of any kind shall be raised, bred or kept in any townhome for commercial purposes. Domestic cats and dogs may be kept in a townhome, provided that no cat or dog is a nuisance to the other townhome owners; they shall not be allowed to run at large, chase wild animals or bark/meow excessively. Dogs shall be kept within each townhome Owner's property at all times except when they are under the control of the Owner or on a leash.

6.06 Nuisance. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the townhome development project and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the

foregoing provisions, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall not be located, used or placed on any such property.

6.07 Permitted Uses. The townhome development project shall be used for residential purposes only.

6.08 Leases. Nothing in this Declaration shall prevent an Owner from leasing or renting his townhome; provided, however, any lease or rental agreement must be in writing and must specify that its terms shall be subject in all respects to the provisions of this Declaration. Any failure by the tenant to comply with the terms of this Declaration shall be a default under the lease or rental agreement. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the unit Owner and the tenant by reason of their being stated in this Declaration. Other than as stated herein, there is no restriction on the right of any unit Owner to lease or otherwise rent his unit. Notwithstanding any agreement between the Owner and the prospective tenant to the contrary, the leasing or rental of a unit shall not operate to relieve the Owner of the primary responsibility for compliance with all provisions of this Declaration.

6.09 Repair of Buildings. No improvement upon any property within the townhome development project shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted.

6.10 Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any improvement within the townhome development project, nor removal of any improvement in the townhome development project (other than repair or rebuilding pursuant to Section 6.09 hereof), without the written consent of the other Owner, and any such improvements and alterations shall be subject to local building regulations.

6.11 Drainage. There shall be no interference with the established drainage pattern over any property within the townhome development project. For the purposes thereof, "established drainage" is defined as the drainage which exists at the time the Declaration is enacted, or upon the completion of the townhome development project.

6.12 No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property 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 property; and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes.

6.13 Use of Driveway and Parking Spaces. No articles shall be stored or remain in the driveway area, including, but not limited to, automobiles, motorcycles, other vehicles of any kind, boats and bicycles, furniture and furnishings. Refuse, garbage, trash and recycling containers shall be kept at all times within the garage of each individual townhome. Parking spaces may be used only for the parking of operable passenger and business vehicles. Use of parking spaces for parking trailers or recreational vehicles shall not be permitted. Improperly parked vehicles may be removed at the risk and expense of the Owner thereof.

6.14 No Temporary Structures. No tent or shack or other temporary building, improvement or structure shall be placed upon any property.

6.15 No Mining and Drilling. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

ARTICLE VII

Miscellaneous

7.01 Amendment.

A. By Owners. The provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by unanimous agreement of the Owners in the townhome development project, such an amendment shall be effective upon its recordation with the Blaine County Recorder.

B. Validity. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the beneficiary under any recorded deed of trust upon a townhome made in good faith and for value; provided that after the foreclosure of any such deed of trust such townhome shall remain subject to this Declaration, as amended.

7.02 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

7.03 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the operation and future development of the townhome development project. All provisions affecting any townhome project in the townhome development project shall be construed so as to be in conformance with the laws of the State of Idaho, City of Ketchum, and all other governmental regulatory agencies. This Declaration shall be construed and governed under the laws of the State of Idaho.

7.04 Enforcement and Non-Waiver.

A. Right of Enforcement. An Owner of any townhome within the townhome development project shall have the right to enforce any or all of the provisions of the Restrictions upon any property within the townhome development project and the Owners thereof.

B. Violations and Nuisance. Every act or omission whereby any provision of the townhome development project Restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant or an Owner of a townhome within the project.

C. Violation of the Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the townhome development project is hereby declared to be a violation of the Restrictions thereof and subject to any or all of the enforcement procedures set forth in said Restrictions.

D. Remedies Cumulative. Each remedy provided by the townhome development project Restrictions is cumulative and non-exclusive.

E. Non-Waiver. The failure to enforce any of the provisions of the townhome development project Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provisions or any other provisions of said Restrictions.

7.05 Construction.

A. Restrictions Construed Together. All of the provisions of the townhome development project Restrictions shall be liberally construed together to promote and effectuate the fundamental concepts of the townhome development project as set forth in the preamble of this Declaration.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph A, each of the provisions of the townhome development project shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

D. Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

7.06 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions of this Declaration shall continue, notwithstanding that he may have leased or rendered said interest as provided herein, but the Owner of a townhome shall have no obligation for expenses or other obligations accrued after he conveys such townhome.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

Sapp Family Holdings, LLC

By _____

Layne Sapp, Member

A PLAT SHOWING
SAPP TOWNHOMES

WHERE IN LOT 5 & THE N1/2 OF LOT 6, BLOCK 72, IS SUBDIVIDED INTO TOWNHOME SUBLOTS 1 & 2 AS SHOWN HEREON
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
JULY 2022

SCALE: 1" = 20'



LEGEND

- Property Line
- Proposed Lot Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- Fence Line
- Survey Tie Line
- GIS Tie Line
- Building Setback, Width as Shown
- Water Main Line
- Sewer Main Line
- Sewer Service Line
- 5' Contour Interval
- 1' Contour Interval
- Proposed Building
- Found Aluminum Cap on 5/8" Rebar by LS3432
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar, P.L.S. 16670
- Calculated Point, Nothing Set
- Manhole
- Water Valve
- Fire Hydrant

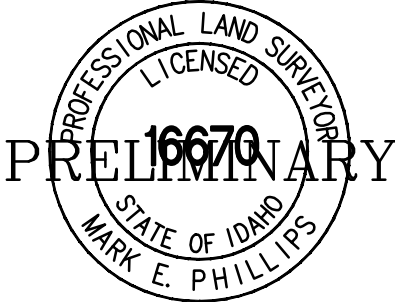
SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 5 & the N1/2 of Lot 6, Block 72, Ketchum Townsite and subdivide it to create Sublots 1 & 2 of Sapp Townhomes, as shown hereon. The boundary shown is based on found centerline and lot corner monuments and the Official Map of the Village of Ketchum, Instrument No. 302967, records of Blaine County, Idaho. All found monuments have been accepted. Additional documents used in the course of this survey include the Plat of Zark Park Townhomes, Instrument Number 425489, the Plat showing BR2 Townhomes, Instrument Number 440458, the Plat showing Apple Park Townhomes, Instrument Number 663014, the Plat showing Zark Park Subdivision, Instrument Number 348073, and the Plat showing Apple Park Subdivision, Instrument Number 355698, all records of Blaine County, Idaho.
- The distances shown are measured. Refer to the above referenced documents for previous record data.
- 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 this information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
- Unless otherwise shown hereon, this survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
- All utilities shall be installed underground.
- All townhome unit owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, telephone, natural gas and electrical lines over, under, and across their townhouses and sublots for the repair, maintenance, and replacement thereof.
- Garage space shall not be converted to living space or uses other than parking of vehicles and household storage.
- The townhouse sublots shown hereon are considered as one (1) land lot. coverage requirements and other bulk regulations per the City of Ketchum ordinances apply to the sublots as one parcel.
- The owner/subdivider is Sapp Family Holdings, LLC, 1100 Bellevue Way, NE Suite 8A, Box 551, Bellevue, Washington 98004. The surveyor/representative is Mark Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, ID 83333.
- The current zoning is GR-L. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date

South Central Public Health District



MARK E. PHILLIPS, P.L.S. 16670

SAPP TOWNHOMES

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 2
Job No. 8237-01

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

LOT 5 & THE N1/2 OF LOT 6, BLOCK 72, 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.

I 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 units shown within this plat.

It is the intent of the owner to hereby include said land in this plat.

Sapp Family Holdings, LLC, an Idaho Limited Liability Company
BY: Rueben Ortega, Registered Agent

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared Rueben Ortega, known or identified to me to be a Registered Agent of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State
Residing in _____
My Commission Expires _____

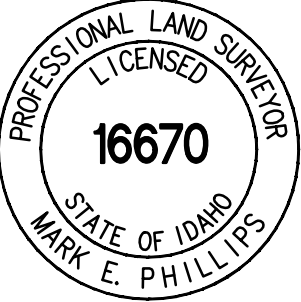
PROJECT ENGINEER’S CERTIFICATE

I, the undersigned, project engineer for Sapp Townhomes, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

Sean M Flynn, PE 12497, Galena Engineering, INC

SURVEYOR’S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55–1601 through 55–1612.



MARK E. PHILLIPS, P.L.S. 16670

BLAINE COUNTY SURVEYOR’S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys.

Sam Young, P.L.S. 11577
Blaine County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2022, this plat was duly accepted and approved.

Tara Fenwick, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Sherri Newland, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Morgan Landers, City of Ketchum

BLAINE COUNTY TREASURER’S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50–1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER’S CERTIFICATE

SAPP TOWNHOMES

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 2 OF 2
Job No. 8237-01

<p>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</p> <p>City Clerk, City of Ketchum PO Box 2315 Ketchum Idaho, 83340</p>	
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(Space Above Line For Recorder's Use)

**SAPP TOWNHOMES
PHASED TOWNHOUSE SUBDIVISION AGREEMENT #22812**

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____ 2022, by and between the City of Ketchum, an Idaho municipal corporation ("City") and Sapp Family Holdings, LLC, owner of real property ("Owner").

RECITALS

WHEREAS, Owner owns certain real property located at 780 N 4th Ave, Ketchum, Idaho legally described as Lot 5 and N ½ of Lot 6, Block 72, Ketchum Townsite, according to the official plat recorded under Instrument Number 302967, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner has submitted a Design Review application for the development of the Property with two detached townhomes (the "Project") and requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code.

WHEREAS, Owner has submitted an application for a townhouse preliminary plat to create two townhome sublots referred to as Sublot 1 and Sublot 2 (the "Townhouse Preliminary Plat"), included as Exhibit A.

WHEREAS, Owner proposes to construct all required right-of-way infrastructure improvements including paver driveways with no snowmelt, and water and sewer utility services for each subplot in one phase. All required improvements will be constructed to City standards and Owner assumes maintenance responsibilities of the paver driveway, water service lines, and sewer service lines to each subplot.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Maintenance Responsibilities.

A. *Owner.*

- (1) *Water Service Lines Serving Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water lines serving the Project. The private water line is from the point of the meter on N 4th Ave and 8th Streets to each detached townhouse unit.
- (2) *Sewer Service lines Serving Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private sewer lines serving the Project. The private sewer line is from the point of the meter on N 4th Ave and 8th Streets to each detached townhouse unit.
- (3) *Paver Driveway.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveways serving Sublots 1 and 2.

2. Construction and Completion Schedule.

- A. All townhouse units on Sublots 1 and 2 shall be completed no later than three years from the date of issuance of a building permit for the first townhouse unit, as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.
- B. Prior to issuance of a Certificate of Occupancy for the first detached townhouse unit, each subplot shall be adequately served by both water and sewer services as generally depicted on Exhibit A, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.
- C. Prior to obtaining Certificate of Occupancy for the first townhouse unit, the following improvements as generally depicted on Exhibit B shall be completed and/or extended to each Sublot:
 - (1) Dry utility services (power, gas, cable, etc); and
 - (2) All hardscape pathways and access points for adequate and safe egress from the units; and
 - (3) N 4th Ave and 8th Street right of way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards completed and installed to the satisfaction of the City Engineer; and

(4) Alley surfacing and drainage improvements; and

(5) Water and sewer mains and services serving sublots 1 and 2; and

D. Prior to obtaining a Certificate of Occupancy for the last detached townhouse unit, all landscaping as generally depicted in Exhibits A and B shall be installed.

3. Building Permits for Each Townhouse Unit. Owner shall apply for individual building permits for each townhouse unit to be constructed. Each townhouse unit shall obtain a separate Certificate of Occupancy. The first building permit shall include plans and improvements as identified in Sections 2A and B of this Agreement.

4. Townhouse Sublot Final Plat. The City agrees to accept and process a townhouse final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on the Property should Owner comply with all above recitals.

5. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Sapp Townhomes Homeowner's Association.

6. General Provisions.

A. *Recitals and Construction.* The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.

B. *Effective Date.* This Agreement is effective as of the date on which the last of the City and Owner execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.

C. *Owner Representations.* Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner's authority to make and execute this Amendment.

D. *Neutral Interpretation.* City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement 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 Agreement, or any exhibits, attachments and addenda to the Agreement.

E. *Counterparts.* This Agreement 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. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed, the same being done after public notice and statutory requirements having been fulfilled.

"CITY":

CITY OF KETCHUM,
an Idaho municipal corporation

"OWNER":

Sapp Family Holdings, LLC

By: _____

Neil Bradshaw, Mayor

By: _____

Print: _____

Member

ATTEST:

Trent Donat, City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR OWNER

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the owner of certain real property at 780 N 4th Ave, and known to me to be the person whose name is subscribed to 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 in this certificate first above written.

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

A PLAT SHOWING
SAPP TOWNHOMES

WHERE IN LOT 5 & THE N1/2 OF LOT 6, BLOCK 72, IS SUBDIVIDED INTO TOWNHOME SUBLOTS 1 & 2 AS SHOWN HEREON
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
JULY 2022

SCALE: 1" = 20'



LEGEND

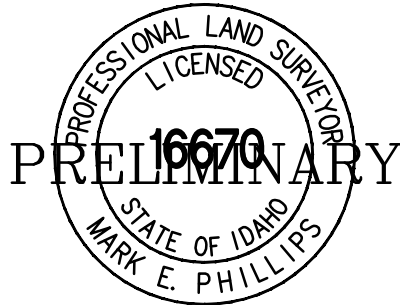
- Property Line
- Proposed Lot Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- Fence Line
- Survey Tie Line
- GIS Tie Line
- Building Setback, Width as Shown
- Water Main Line
- Sewer Main Line
- Sewer Service Line
- 5' Contour Interval
- 1' Contour Interval
- Proposed Building
- Found Aluminum Cap on 5/8" Rebar by LS3432
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar, P.L.S. 16670
- Calculated Point, Nothing Set
- Manhole
- Water Valve
- Fire Hydrant

SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 5 & the N1/2 of Lot 6, Block 72, Ketchum Townsite and subdivide it to create Sublots 1 & 2 of Sapp Townhomes, as shown hereon. The boundary shown is based on found centerline and lot corner monuments and the Official Map of the Village of Ketchum, Instrument No. 302967, records of Blaine County, Idaho. All found monuments have been accepted. Additional documents used in the course of this survey include the Plat of Zark Park Townhomes, Instrument Number 425489, the Plat showing BR2 Townhomes, Instrument Number 440458, the Plat showing Apple Park Townhomes, Instrument Number 663014, the Plat showing Zark Park Subdivision, Instrument Number 348073, and the Plat showing Apple Park Subdivision, Instrument Number 355698, all records of Blaine County, Idaho.
- The distances shown are measured. Refer to the above referenced documents for previous record data.
- 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 this information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
- Unless otherwise shown hereon, this survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
- All utilities shall be installed underground.
- All townhome unit owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, telephone, natural gas and electrical lines over, under, and across their townhouses and sublots for the repair, maintenance, and replacement thereof.
- Garage space shall not be converted to living space or uses other than parking of vehicles and household storage.
- The townhouse sublots shown hereon are considered as one (1) land lot. coverage requirements and other bulk regulations per the City of Ketchum ordinances apply to the sublots as one parcel.
- The owner/subdivider is Sapp Family Holdings, LLC, 1100 Bellevue Way, NE Suite 8A, Box 551, Bellevue, Washington 98004. The surveyor/representative is Mark Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, ID 83333.
- The current zoning is GR-L. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central Public Health District



MARK E. PHILLIPS, P.L.S. 16670

SAPP TOWNHOMES
GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 2
Job No. 8237-01

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

LOT 5 & THE N1/2 OF LOT 6, BLOCK 72, 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.

I 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 units shown within this plat.

It is the intent of the owner to hereby include said land in this plat.

Sapp Family Holdings, LLC, an Idaho Limited Liability Company
BY: Rueben Ortega, Registered Agent

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared Rueben Ortega, known or identified to me to be a Registered Agent of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State
Residing in _____
My Commission Expires _____

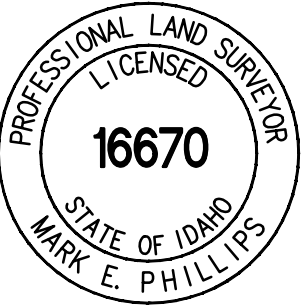
PROJECT ENGINEER’S CERTIFICATE

I, the undersigned, project engineer for Sapp Townhomes, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

Sean M Flynn, PE 12497, Galena Engineering, INC

SURVEYOR’S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55–1601 through 55–1612.



MARK E. PHILLIPS, P.L.S. 16670

BLAINE COUNTY SURVEYOR’S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys.

Sam Young, P.L.S. 11577
Blaine County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2022, this plat was duly accepted and approved.

Tara Fenwick, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Sherri Newland, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Morgan Landers, City of Ketchum

BLAINE COUNTY TREASURER’S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50–1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer
Date

BLAINE COUNTY RECORDER’S CERTIFICATE

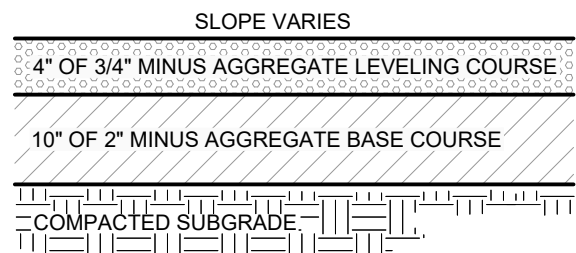
SAPP TOWNHOMES

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 2 OF 2
Job No. 8237-01

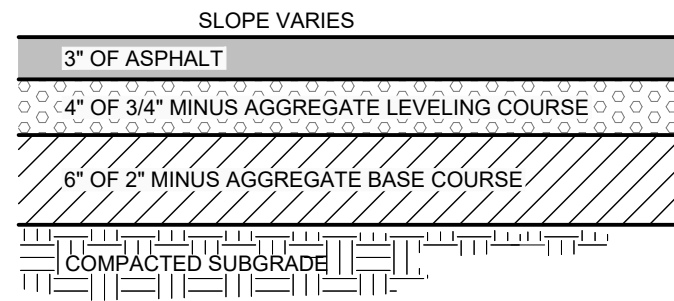
CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (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 ISPMC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC 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-698. 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 ISPMC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPMC 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 ISPMC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPMC 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 ISPMC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
- 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.
- CONSTRUCTION OF WATER SERVICES AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), IDAPA 58 01 08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- CONTRACTOR TO COORDINATE SIZING AND INSTALLATION OF WATER METER DIRECTLY WITH THE CITY OF KETCHUM.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANS/NSF STD. 61 COMPLIANT.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
- THE CONTRACTOR SHALL USE ANS/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER LINES.
- 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). CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES THROUGHOUT CONSTRUCTION, OR MUST OTHERWISE COORDINATE ACCESS WITH THE PROPERTY OWNER(S) THROUGH THE CITY ENGINEER.
- 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.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN RIGHT-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.
- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN IS BASED ON A SITE SURVEY BY GALENA ENGINEERING, DATED 10/26/2021.



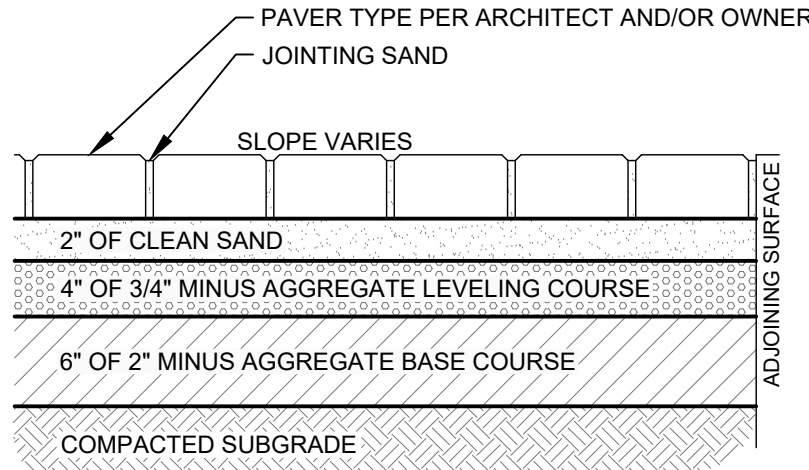
- NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

1 TYPICAL GRAVEL SECTION
N.T.S.



- NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

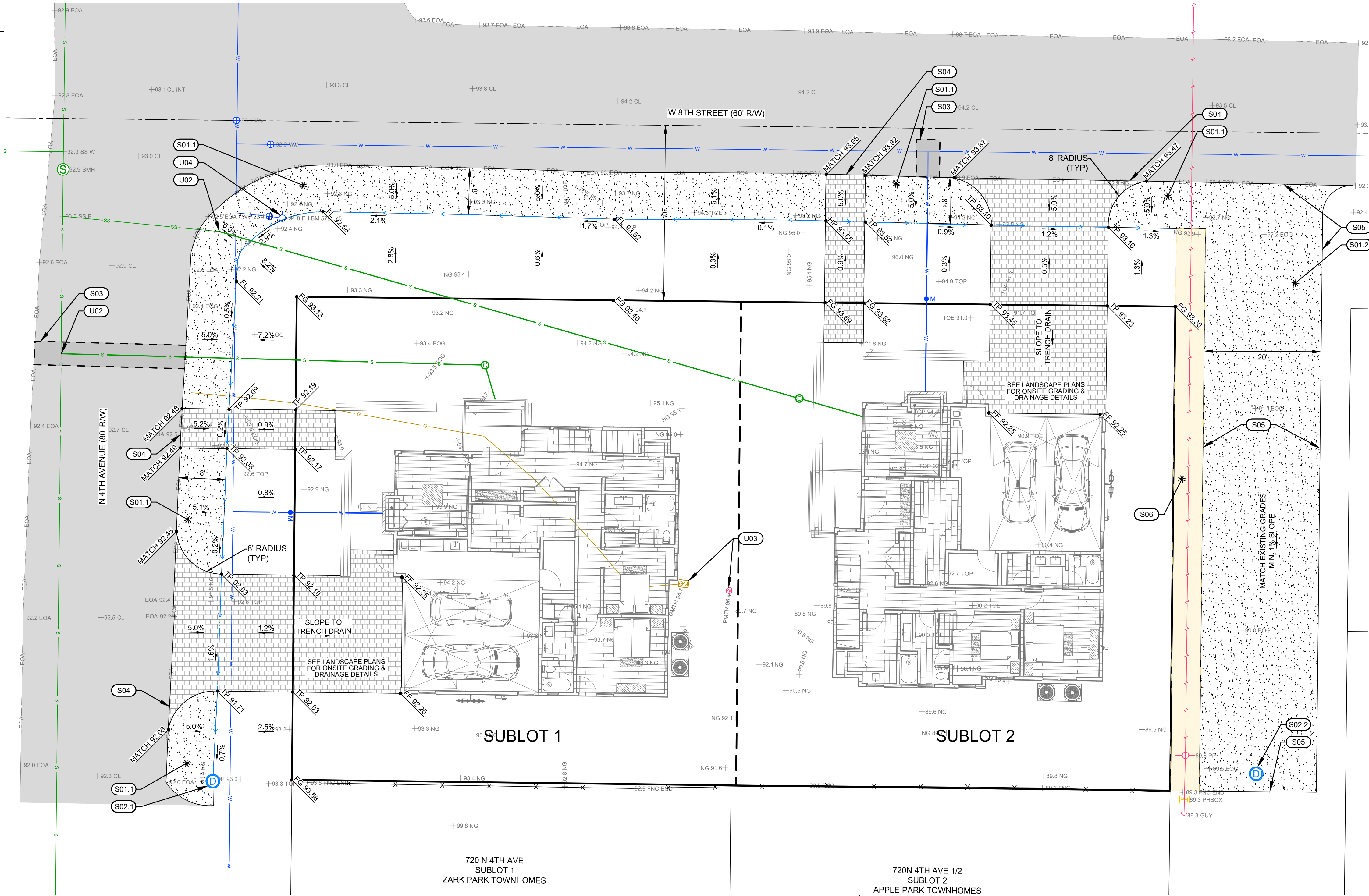
2 STREET ASPHALT SECTION
N.T.S.



PAVER DETAIL
N.T.S.

- NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

3 STANDARD PAVER DETAIL
N.T.S.



LEGEND

EXISTING ITEMS

- | | |
|---------------------|-------------------------|
| Property Line | GM = Gas Main |
| Adjoiner's Lot Line | GMTR = Gas Meter |
| CL = Centerline | PHBOX = Telephone Riser |
| FNC = Fence Line | PMTR = Power Meter |
| EOA | Overhead Power Line |
| EOA | PP = Power Pole |
| Asphalt | GUY = Guywire |
| | SS = Sewer Service |
| | SMH = Sewer Manhole |
| | WM = Water Main |
| | FH = Fire Hydrant |
| | WV = Water Valve |

PROPOSED ITEMS

- | | |
|------------------------------------|-----------------------|
| Proposed Lot Line | EOA = Edge of Asphalt |
| Gravel Shoulder & Roadway | FF = Finished Floor |
| Pavers, see Detail 3 / C1.00 | FG = Finished Grade |
| FL = Flow Line of Ditch | FL = Flow Line |
| Drywell | HP = High Point |
| Waterline, 1" PVC Service | LP = Low Point |
| Water Meter | TP = Top of Pavers |
| Sewer Service Line, 4" PVC Gravity | |
| Cleanout | |

SITE IMPROVEMENT KEY NOTES

- S01.1 CONSTRUCT 8" WIDE GRAVEL SHOULDER PER CITY OF KETCHUM STANDARD. SEE DETAIL 1 / C1.00
- S01.2 CONSTRUCT 20" WIDE GRAVEL ROADWAY PER CITY OF KETCHUM STANDARD. SEE DETAIL 1 / C1.00
- S02.1 CONSTRUCT LANDSCAPE DRYWELL-1. RIM = 5791.50 SEE DETAIL 4 / C2.00
- S02.2 CONSTRUCT LANDSCAPE DRYWELL-2. RIM = 0.10' BELOW FG OF GRAVEL. SEE DETAIL 4 / C2.00
- S03 SAWCUT EXISTING ASPHALT FOR UTILITY TIE-INS. REPLACE ASPHALT PER DETAIL 2 / C1.00
- S04 SAWCUT EXISTING ASPHALT TO PROVIDE CLEAN EDGE AT PAVEMENT TIE-IN.
- S05 MATCH EXISTING LINES & GRADES. MAINTAIN EXISTING DRAINAGE PATTERNS.
- S06 CLEAR & GRUB EXISTING VEGETATION. GRADE SMOOTH TO MATCH EXISTING FLOW PATTERNS.

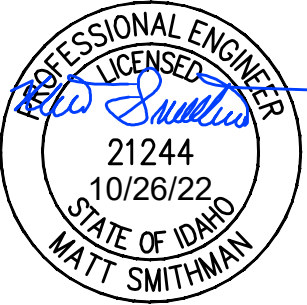
UTILITY CONSTRUCTION KEY NOTES

- U01 CONNECT NEW WATER SERVICE TO EXISTING CITY OF KETCHUM WATER MAIN.
- U02 CONNECT NEW SEWER SERVICE TO EXISTING SERVICE STUB OR MAIN.
- U03 RELOCATE EXISTING UTILITIES, COORDINATE RELOCATION WITH CORRESPONDING UTILITY FRANCHISE.
- U04 RESET EXISTING FIRE HYDRANT HEIGHT TO MATCH FINISHED GRADE.

RIGHT OF WAY IMPROVEMENT PLAN
SAPP TOWNHOMES

LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR WILLIAMS PARTNERS ARCHITECTS, P.C.

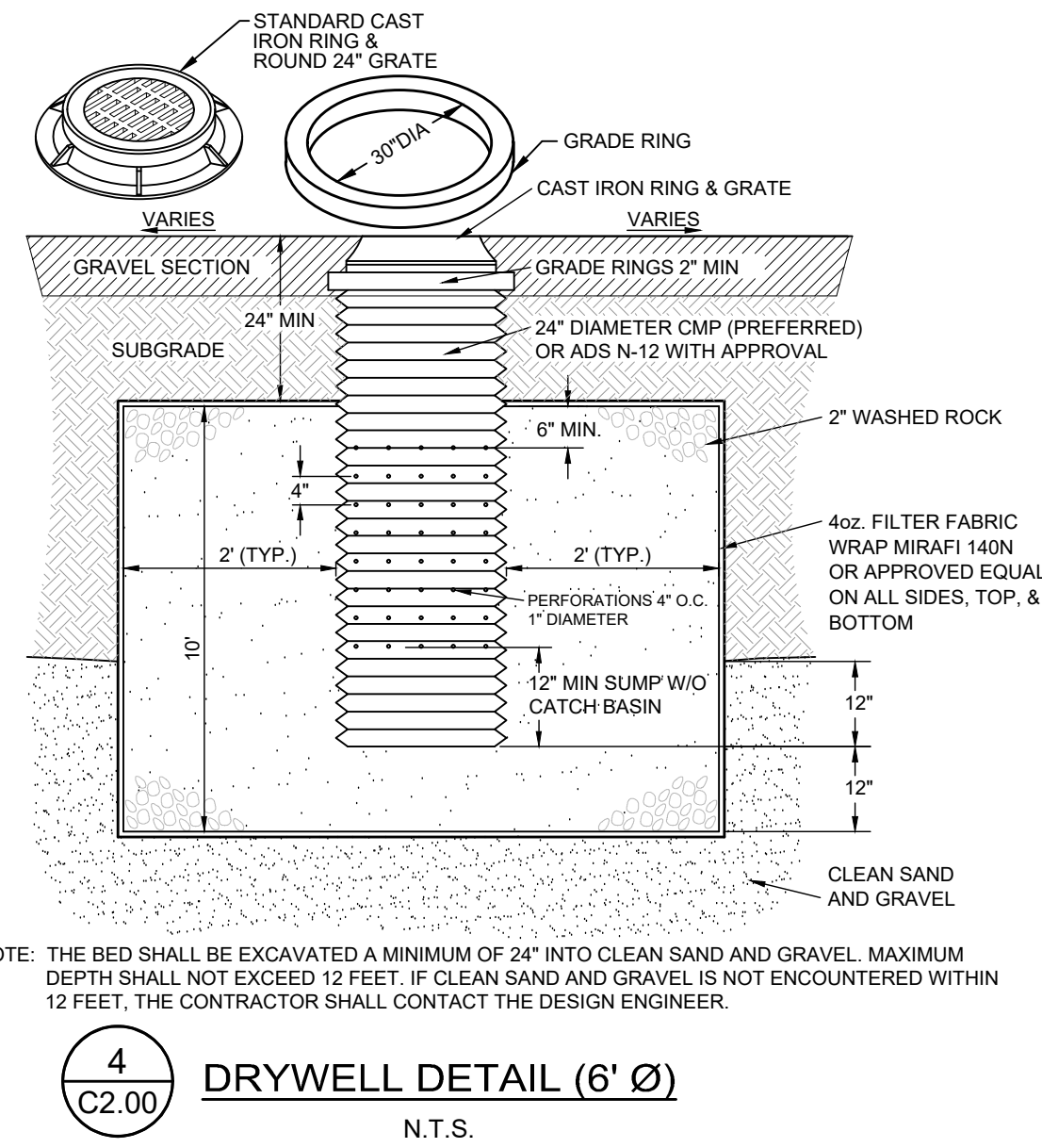
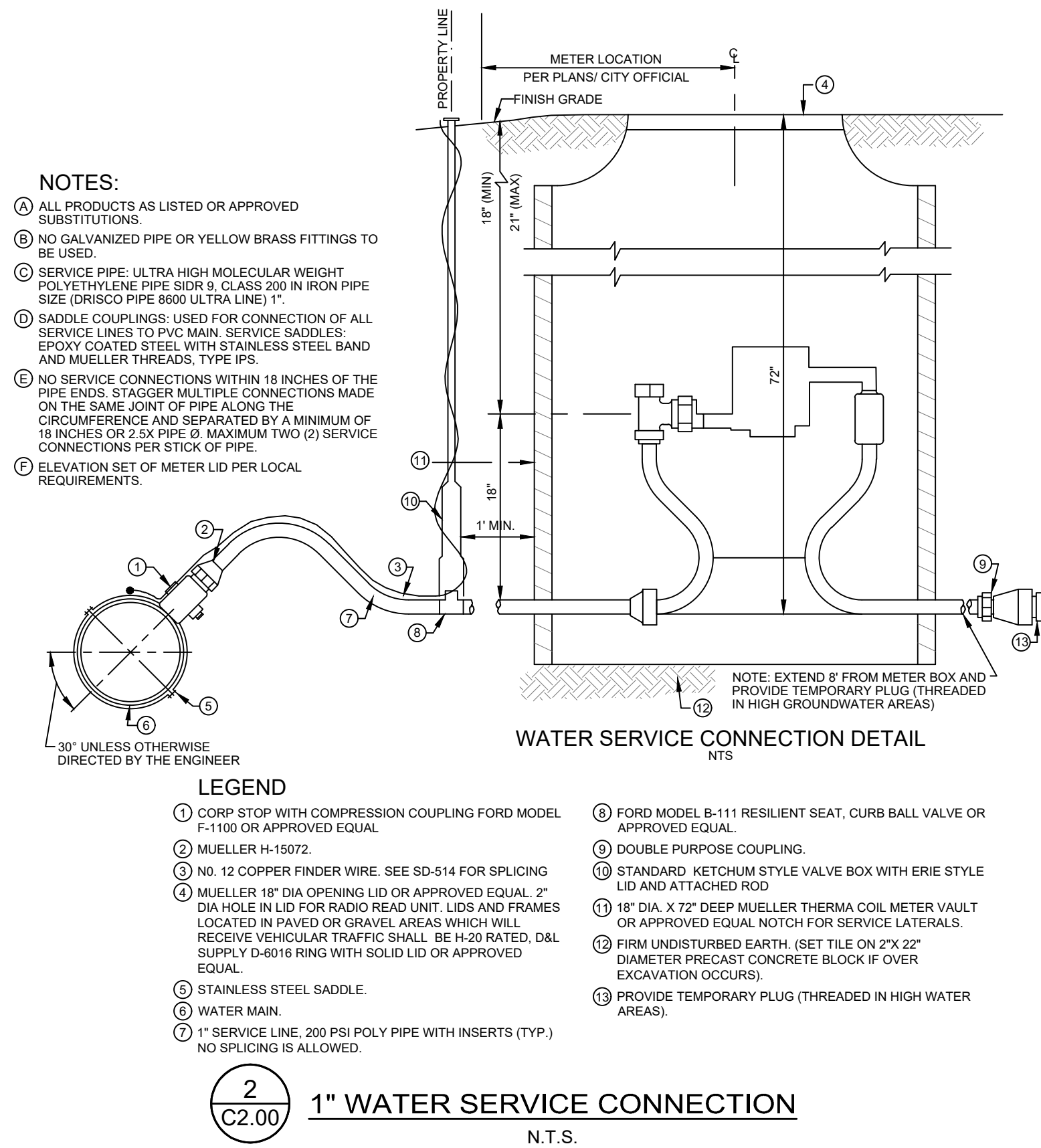
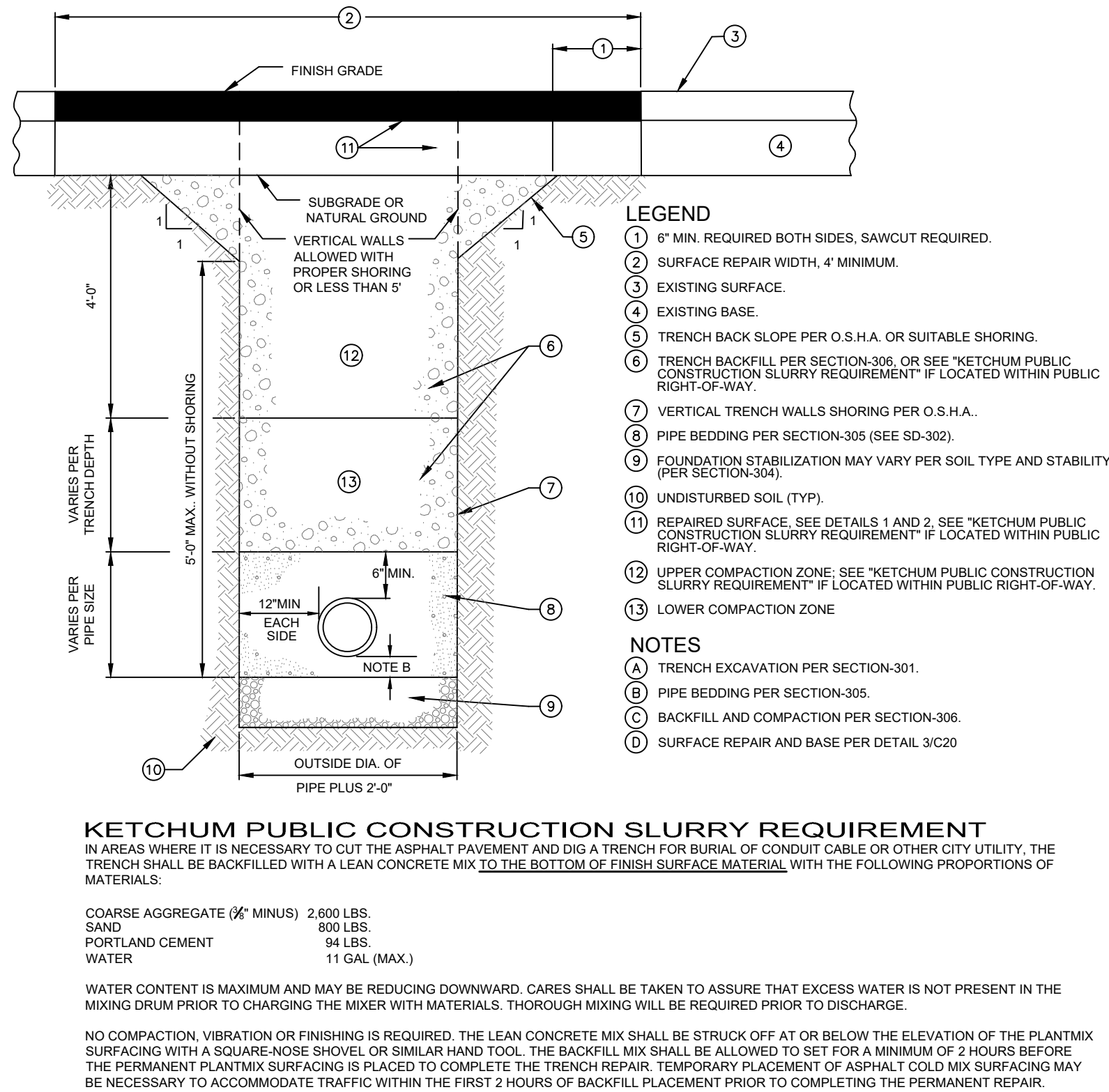
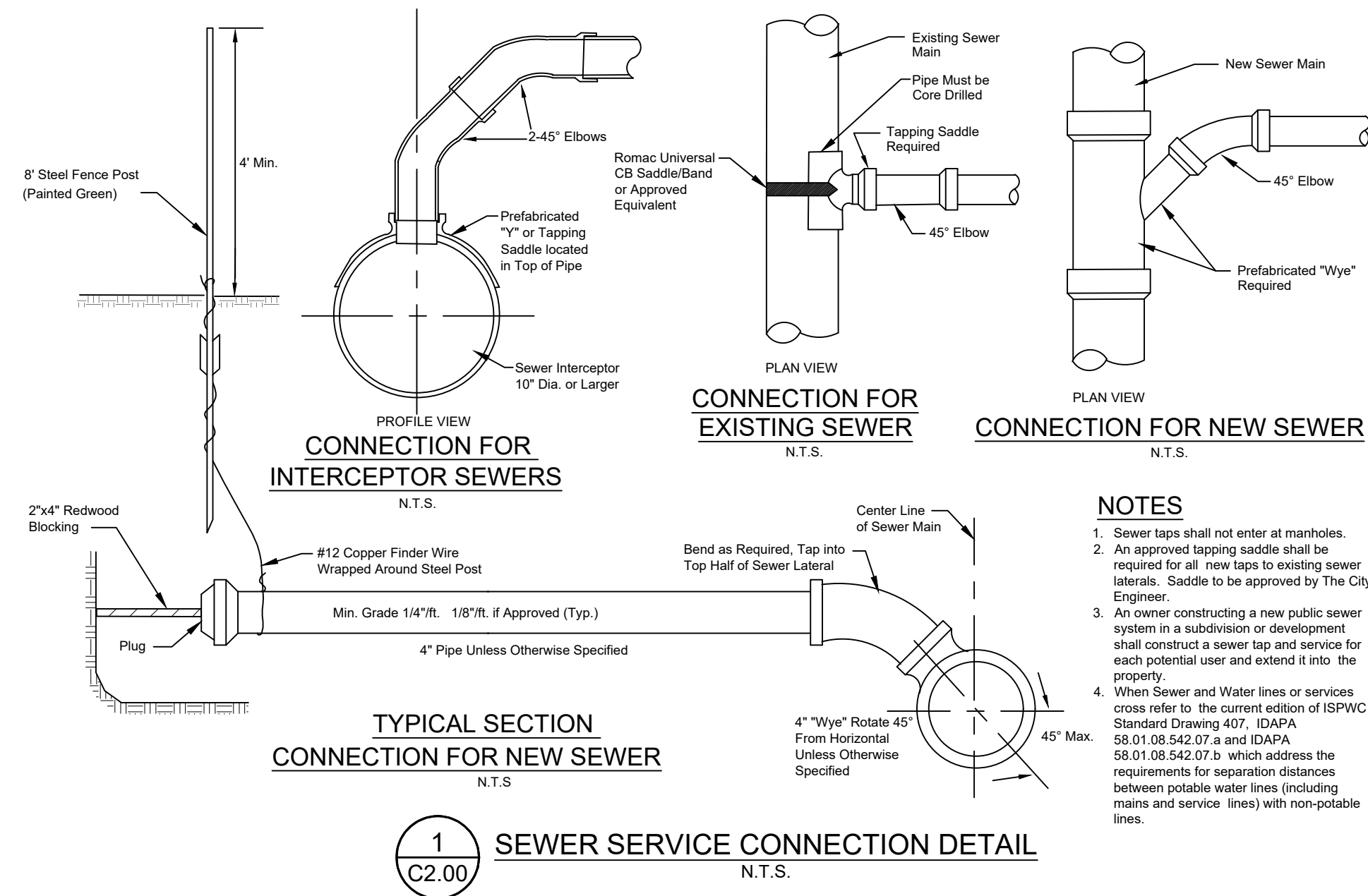
PROJECT INFORMATION
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MS DESIGNED BY
MS DRAWN BY
JL CHECKED BY

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

PURPOSE: ISSUE FOR PERMIT		REVISIONS	
NO.	DATE	BY	



PURPOSE: ISSUE FOR PERMIT		REVISIONS	
NO.	DATE	BY	



City of Ketchum
Planning & Building

IN RE:)	
)	
Sapp Townhomes)	KETCHUM CITY COUNCIL
Lot Line Shift)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: November 21, 2022)	DECISION
)	
File Number: 22-052B)	

PROJECT: Sapp Townhomes

APPLICATION TYPE: Lot Line Shift

FILE NUMBER: P22-052B

ASSOCIATED APPLICATIONS: Design Review (P22-052)
Townhouse Subdivision Preliminary Plat (P22-052A)

REPRESENTATIVE: Caleb Spangenberg, Williams Partners Architects (Architect)

OWNER: Sapp Family Holdings, LLC

LOCATION: 780 N 4th Ave (Lot 5 and N ½ of Lot 6, Block 72, Ketchum Townsite)

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the application for a Lot Line Shift on September 22, 2022. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on October 10, 2022. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on October 28, 2022. The public hearing notice was published in the Idaho Mountain Express the on November 2, 2022. A notice was posted on the project site and the city's website on November 14, 2022.

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:

BACKGROUND

The Applicant is proposing two new 3,655 square foot two-story detached townhomes with attached two-car garages (the “project”), located at 780 N 4th Ave (the “subject property”). The subject property is zoned General Residential – Low Density (GR-L) and currently contains one single-family dwelling unit. Detached townhomes are a permitted use within the GR-L zone district provided that all dimensional standards are met. The project proposes to demolish the existing single-family dwelling unit, vacate the lot line between Lots 5 and 6, subdivide the property into two townhouse sublots, and construct a new detached dwelling unit on each of the newly created sublots.

The existing single-family residence was constructed in 1961 making it more than 50 years old. However, the building is not listed on the city’s adopted Historic Building/Site List. Review by the Historic Preservation Commission is not required; however, a demolition permit cannot be issued for the existing residence until a 60-day waiting period has concluded.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. The project proposes access to one subplot from N 4th Ave and access to the other subplot from 8th Street. The project proposes paver driveways with no snowmelt for both driveways. All improvements to the right-of-way have been preliminarily reviewed by the Streets Department and City Engineer with no comments on the proposed access and right-of-way improvements. Final review of the proposed improvements will be conducted by the City Engineer and Streets Department prior to issuance of a building permit.

FINDINGS REGARDING FINAL PLAT SUBDIVISION REQUIREMENTS

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			Council Findings	<i>The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			Council Findings	<i>As shown on Sheet 1, this standard is met.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .2	Location and description of monuments.
				<i>As shown on Sheet 1, this standard is met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the final plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			Council Findings	<i>The plat indicates property lines and the centerline of N 4th Ave and 8th Street.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .4	Names and locations of all adjoining subdivisions.
			Council Findings	<i>The plat lists the adjacent townhouse developments to the south and Ketchum townsite lots to the east.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .5	Name and right of way width of each street and other public rights of way.
			Council Findings	<i>This standard has been met. The plat indicates the N 4th Ave and 8th Street public rights-of-way as well as the alley at the rear of the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .6	Location, dimension and purpose of all easements, public or private.
			Council Findings	<i>A new 10 foot public utility easement is noted along the southern property boundary. No other easements apply to the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .7	The blocks numbered consecutively throughout each block.
			Council Findings	<i>No new blocks are being created with this plat. The legal description at the top of Sheet 1 notates the current block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K .8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			Council Findings	<i>N/A as no new dedication is being proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			Council Findings	<i>This standard has been met as the title on Sheet 1 includes all required components.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .10	Scale, north arrow and date.
				<i>This standard has been met as shown on Sheet 1.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			Council Findings	<i>This standard has been met as all streets are shown on Sheet 1.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K .12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of

				incorporation of homeowners' association governing the subdivision are recorded.
			Council Findings	<i>This standard is not applicable as this is not a townhouse or condominium plat. The subsequent townhouse preliminary plat includes this note as required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			Council Findings	<i>As shown on Sheet 2, the plat will be signed by the surveyor preparing the plat prior to recording.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .14	A current title report of all property contained within the plat.
			Council Findings	<i>This standard has been met. A title report was submitted with the initial application materials.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			Council Findings	<i>As shown on Sheet 2, all owners of record will sign the plat prior to recording.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>As shown on Sheet 2, the Project Engineer will sign the plat prior to recording.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>As shown on Sheet 2, the City Engineer will sign the plat prior to recording.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K .18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			Council Findings	<i>As shown on Sheet 2, the City Clerk will sign the plat prior to recording.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K .19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			Council Findings	<i>N/A. This standard is not applicable as no additional restrictions are necessary to provide for public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			Council Findings	<i>This standard has been met. All required copies of the final plat were filed appropriately with the administrator prior to placement on the council's agenda.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the lot consolidation. For the future development, required</i>

				<i>improvements are proposed and memorialized in the preliminary plat for the townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.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.
			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the lot consolidation.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat.

				<p>3. All street corner lines ending at boundary line of final plat.</p> <p>4. All angle points and points of curves on all streets.</p> <p>5. The point of beginning of the subdivision plat description.</p>
			Council Findings	<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <p>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.</p> <p>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:</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">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.</p> <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			Council Findings	<i>Standard #1 has been met. Lot 5A complies with the dimensional standards required for lots within the GR-L Zone. Standards #3-6 are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p>

				<p>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.</p> <p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			Council Findings	<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a</p>

			<p>minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and</p>
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				<p>one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			Council Findings	<i>This standard is not applicable. This proposal does not create new street, private road, or bridge. Street and alley improvements will be completed with the proposed townhouse development.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			Council Findings	<i>This standard is not applicable as no new alleys are being created. Alley improvements will be completed with the proposed townhouse development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural</p>

				<p>vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			Council Findings	<i>A new public utility easement is being provided along the southern boundary of the property as shown on Sheet 1. The project does not create a new private street. The property is not adjacent to Warm Springs Creek or located within the floodplain or riparian area.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			Council Findings	<i>This standard is not applicable as no new subdivision is being created.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>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.</p>
			Council Findings	<i>This standard is not applicable as no new subdivision is being created.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.M</p> <p>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.</p> <p>Council Findings</p> <p><i>This standard is not applicable as no new subdivision is being created. The lot is not adjoining to any incompatible uses or features.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.N</p> <p>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:</p> <ol style="list-style-type: none"> 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. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> 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. 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. 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. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).

				<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>
			Council Findings	<i>This standard is not applicable as no new subdivision is being created. No grading is proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			Council Findings	<i>This standard is not applicable as no new subdivision is being created. No changes are proposed or required to the drainage of the existing lot.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			Council Findings	<i>This standard is not applicable as no new subdivision is being created.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			Council Findings	<i>This standard is not applicable as no off-site improvements are required for the application</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<p>Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this</p>

				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.
			<i>Council Findings</i>	<i>This standard is not applicable as the subject property is not within the Avalanche Zone District or Mountain Overlay Zone District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Council Findings</i>	<i>This standard is not applicable as no changes to existing features on the property are proposed.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Readjustment of Lot Lines (lot line shift) application for the development and use of the project site.
2. The Council has authority to review approve of the applicant's lot line shift application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.060.E.
4. The lot line shift application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The lot line shift application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Council **approves** this Lot Line Shift application File No. P22-052B this Monday, November 21, 2022 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. Upon recording of the final plat with the Blaine County Clerk and Recorder's office, the applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department.

Findings of Fact **adopted** this 21st day of November 2022.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum
Planning & Building

IN RE:)
)
Sapp Townhomes) **KETCHUM CITY COUNCIL**
Townhouse Subdivision – Preliminary Plat) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Date: November 21, 2022) **DECISION**
)
File Number: 22-052A)

PROJECT: Sapp Townhomes

APPLICATION TYPE: Townhouse Subdivision Preliminary Plat (P22-052A)

FILE NUMBER: P22-052A

ASSOCIATED APPLICATIONS: Design Review (P22-052)
Lot Line Shift (P22-052B)

REPRESENTATIVE: Caleb Spangenberg, Williams Partners Architects (Architect)

OWNER: Sapp Family Holdings, LLC

LOCATION: 780 N 4th Ave (Lot 5 and N ½ of Lot 6, Block 72, Ketchum Townsite)

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the application for Design Review and Preliminary Plat on July 28, 2022. The Final Design and Preliminary Plat applications have been reviewed concurrently and were deemed complete on September 16, 2022, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on August 11, 2021. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on October 14, 2022. The public hearing notice was published in the Idaho Mountain Express the on October 19, 2022. A notice was posted on the project site and

the city's website on October 19, 2022. Story poles were documented on the project site as of October 3, 2022.

The Planning & Zoning Commission considered the Sapp Townhomes Design Review (Application File No. P22-052) and Townhouse Subdivision Preliminary Plat (Application File No. P22-052A) applications during their regular meeting on November 8, 2022. 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 Design Review (Application File No. P22-052) and unanimously recommended approval of the Townhouse Subdivision Preliminary Plat (Application File No. P22-052) application to the City Council.

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:

BACKGROUND

The Applicant is proposing two new 3,655 square foot two-story detached townhomes with attached two-car garages (the "project"), located at 780 N 4th Ave (the "subject property"). The subject property is zoned General Residential – Low Density (GR-L) and currently contains one single-family dwelling unit. Detached townhomes are a permitted use within the GR-L zone district provided that all dimensional standards are met. The project proposes to demolish the existing single-family dwelling unit, vacate the lot line between Lots 5 and 6, subdivide the property into two townhouse sublots, and construct a new detached dwelling unit on each of the newly created sublots.

The existing single-family residence was constructed in 1961 making it more than 50 years old. However, the building is not listed on the city's adopted Historic Building/Site List. Review by the Historic Preservation Commission is not required; however, a demolition permit cannot be issued for the existing residence until a 60-day waiting period has concluded.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. The project proposes access to one sublot from N 4th Ave and access to the other sublot from 8th Street. The project proposes paver driveways with no snowmelt for both driveways. All improvements to the right-of-way have been preliminarily reviewed by the Streets Department and City Engineer with no comments on the proposed access and right-of-way improvements. Final review of the proposed improvements will be conducted by the City Engineer and Streets Department prior to issuance of a building permit.

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
<input type="checkbox"/>	<input type="checkbox"/>	X	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.
			<i>Findings</i>	The project proposes detached townhouses, therefore, no party wall agreement is required. The applicants have provided draft covenant documents as part of the application materials.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>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.</p> <p>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.</p>
			<i>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission at the November 8, 2022 meeting.
<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.
			<i>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission at the November 8, 2022 meeting.
<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.
			<i>Findings</i>	Following adoption of the Findings of Fact for the Townhouse Subdivision application, staff will transmit the application and findings to the City Council for review and approval prior to issuance of a building permit for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	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.

			<i>Findings</i>	A phased townhouse development is proposed. The phased development agreement was reviewed and recommended for approval to the City Council as part of the review of this townhouse preliminary plat.
<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> <p>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</p> <p>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</p> <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>
			<i>Findings</i>	Following receipt of a certificate of occupancy, the applicant shall submit an application for final plat following all procedures as outlined in Title 16 of the Ketchum Municipal Code.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 1	<p>E. Required 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>
			<i>Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 12,413 square feet. The proposed detached townhomes have a building coverage of 4,344 square feet. This results in a total building coverage of 35% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 2	<p>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.</p>
			<i>Findings</i>	Both sublots include two car garages. The garages may not be subdivided and sold separate per Note 9 on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 3	<p>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)</p>
			<i>Findings</i>	During department review of the Design Review application, staff reviewed the project for compliance with the Zoning Regulations, dimensional standards, and development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
<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.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on July 28, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Findings</i>	The subdivision application was deemed complete on September 16, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	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: The scale, north point and date.
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Sapp Townhomes" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	As shown on Sheets 1 and 2, the owner and subdivider is Sapp Family Holdings, LLC. The plat was prepared by Mark Phillips of Galena Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 2 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining lots including Ketchum Townsite lots and adjoining townhouse lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 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.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the location of the proposed units and all adjacent streets and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of both sublots.
			16.04.030.I .9	Existing zoning of the tract.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Findings	Plat note #12 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			Findings	Sheet 1 of the preliminary plat shows the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
			Findings	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			Findings	As shown on Sheet 1, each detached townhouse will have separate services for water and sewer from the main lines in N 4 th Ave and 8 th Street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			Findings	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
			Findings	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Findings	This standard does not apply as no addition tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	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.
			Findings	This standard does not apply as there will not be a homeowner's association for the two properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Findings	The cover sheet to the project plans includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			Findings	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	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.

			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Sublot 1 is 6,277 square feet and the area of Sublot 2 is 6,137 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, there are a variety of trees and shrubs existing on the property and within the right-of-way.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	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.
			<i>Findings</i>	The applicant provided a title commitment issued by Sun Valley Title dated July 20, 2021 and a warranty deed recorded at Instrument Number 684667 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<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.
			<i>Findings</i>	All proposed improvements to the public right-of-way are shown in the project plans. The applicant also submitted a set of preliminary construction design plans for review by the City Engineer. Final review and approval of the right-of-way improvements will be conducted during building permit review per the conditions of approval. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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

				<p>performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>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.</p>
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 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.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<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

				<p>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:</p> <ol style="list-style-type: none"> 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. 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. <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	<ol style="list-style-type: none"> The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 12,413 square feet. The new detached townhouses meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets The subject property is a corner lot however previously subdivided. No changes to the layout of the existing lot is being proposed. The parent lot of the townhouse subdivision and the newly created sublot lot line is within 20 degrees to a right angle to the street lot line along 8th Street. The subject property is not a double frontage lot. Both Sublots have a minimum of 20 feet of frontage on N 4th Ave and 8th Street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 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. Blocks shall be laid out in such a manner as to comply with the lot requirements.

				<p>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p>

				<p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
				This standard does not apply as no new streets are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, 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 prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	<p>A 30-foot alley exists between N 4th Ave and N 3rd Ave. Although access is not proposed or required off the alley, the project will improve the alley to meet city standards triggered by the clearing and grubbing of existing vegetation in the</p>

				alley and the necessity to manage drainage within the right-of-way and alley appropriately.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subject property will have a 10-foot public utility easement along the southern property line. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system,</p>

				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.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in N 4 th Ave and 8 th Street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in N 4 th Ave and 8 th Street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 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. 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.

				<p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</p> <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <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>
			<i>Findings</i>	<p>This standard does not apply as this application is the subdivision of an existing lot. On-site grading for the new detached townhouses meet all grading requirements and all disturbance will be revegetated per the landscape plan included in the project plans.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An</p>

				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.
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.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.
			<i>Findings</i>	All utilities are proposed underground per the KMC requirements. During the due diligence stages of the project, Idaho Power reviewed the project for electrical service to the project and determined that additional infrastructure would be required. The project is providing a 10-foot-wide utility easement along the southern property line for the location of utilities for the project. This utility easement is shown in the landscape plan, civil plan, and subdivision applications.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite 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.
			<i>Findings</i>	The proposed townhouse development does not create substantial additional traffic, therefore, no improvements are required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Townhouse Preliminary Plat application for the development and use of the project site.
2. The Council has authority to review and recommend approval of the applicant's Townhouse Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Townhouse Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.

5. The Sapp Townhouse Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Council **approves** this Townhouse Preliminary Plat Application File No. P22-052A this Monday, November 21, 2022 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval P22-052.
2. This Townhouse Preliminary Plat application (P22-052A) is contingent upon approval of the Lot Line Shift application (P22-052B). Should the Lot Line Shift application not be approved, this Townhouse Preliminary Plat shall become null and void.
3. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 21st day of November 2022.

Neil Bradshaw, Mayor
City of Ketchum



5B CAN
CLIMATE ACTION NOW

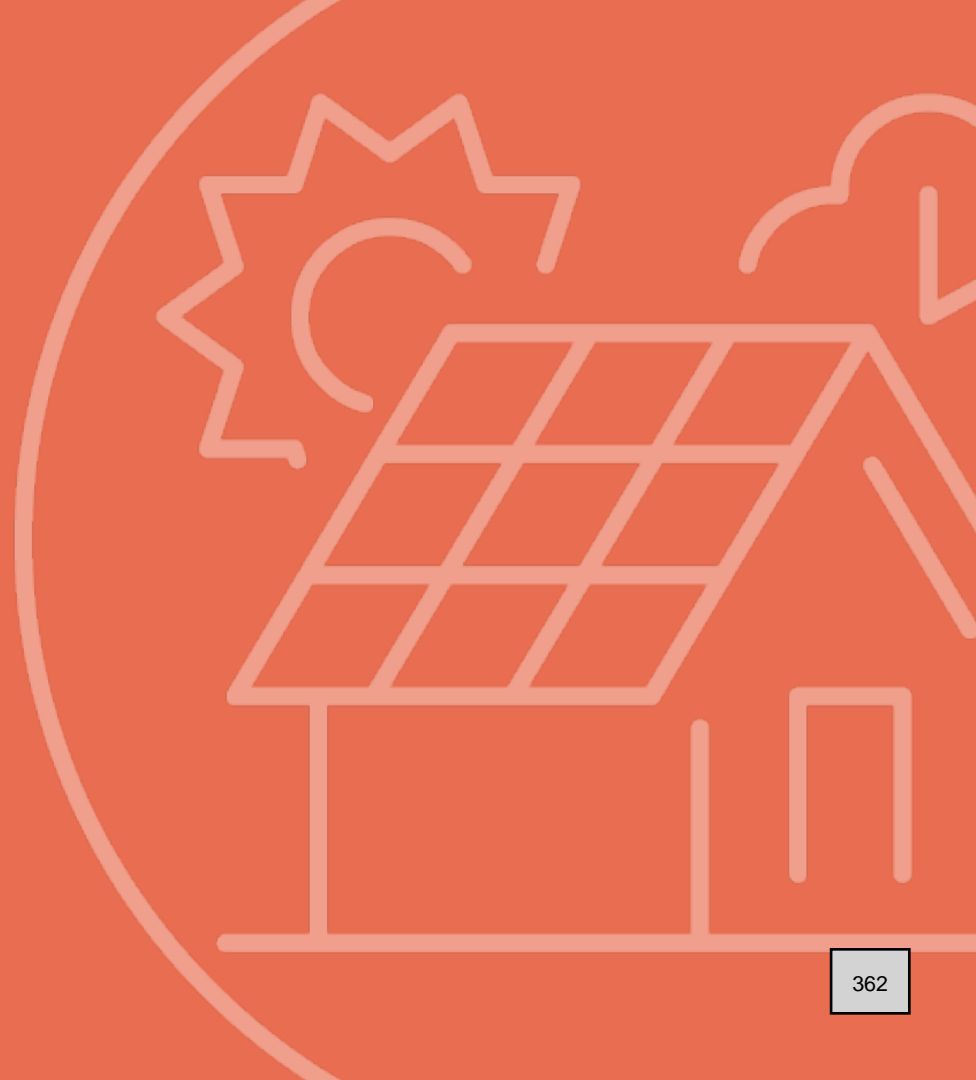


BLAINE COUNTY

CLEAN ENERGY MODELING & FEASIBILITY ANALYSIS

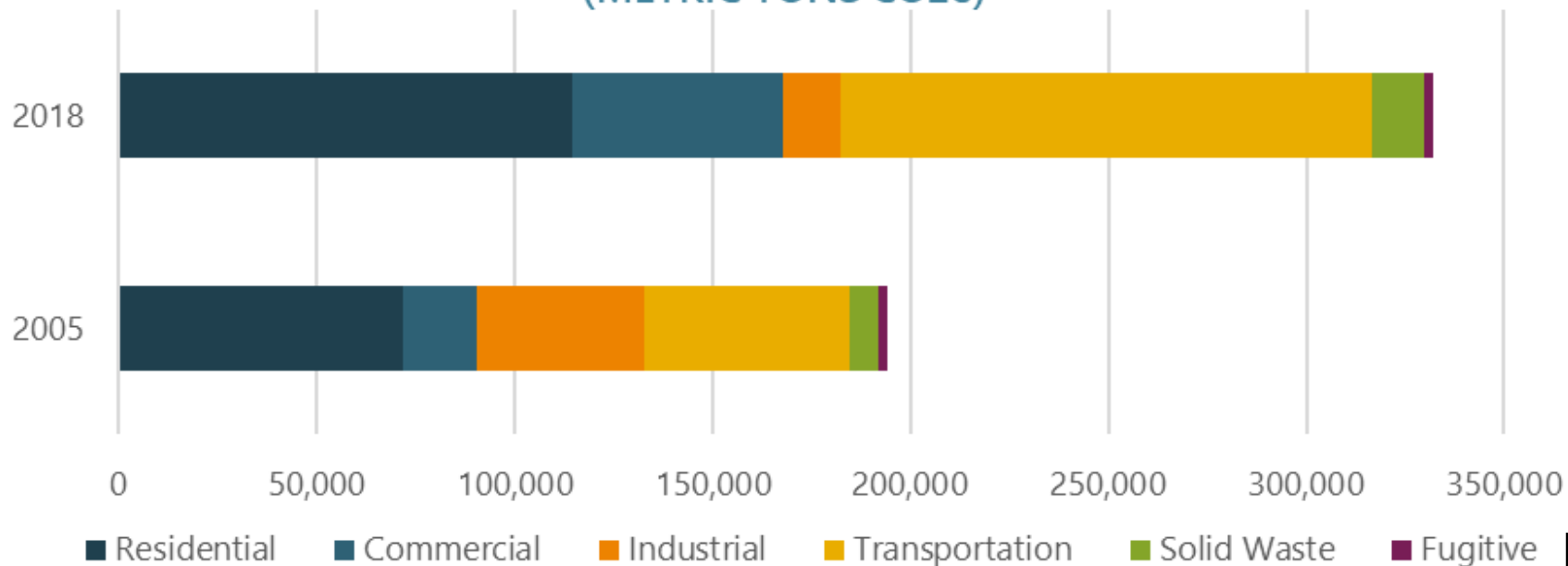


MODELED ACHIEVABILITY OF CLEAN ENERGY & CLIMATE GOALS

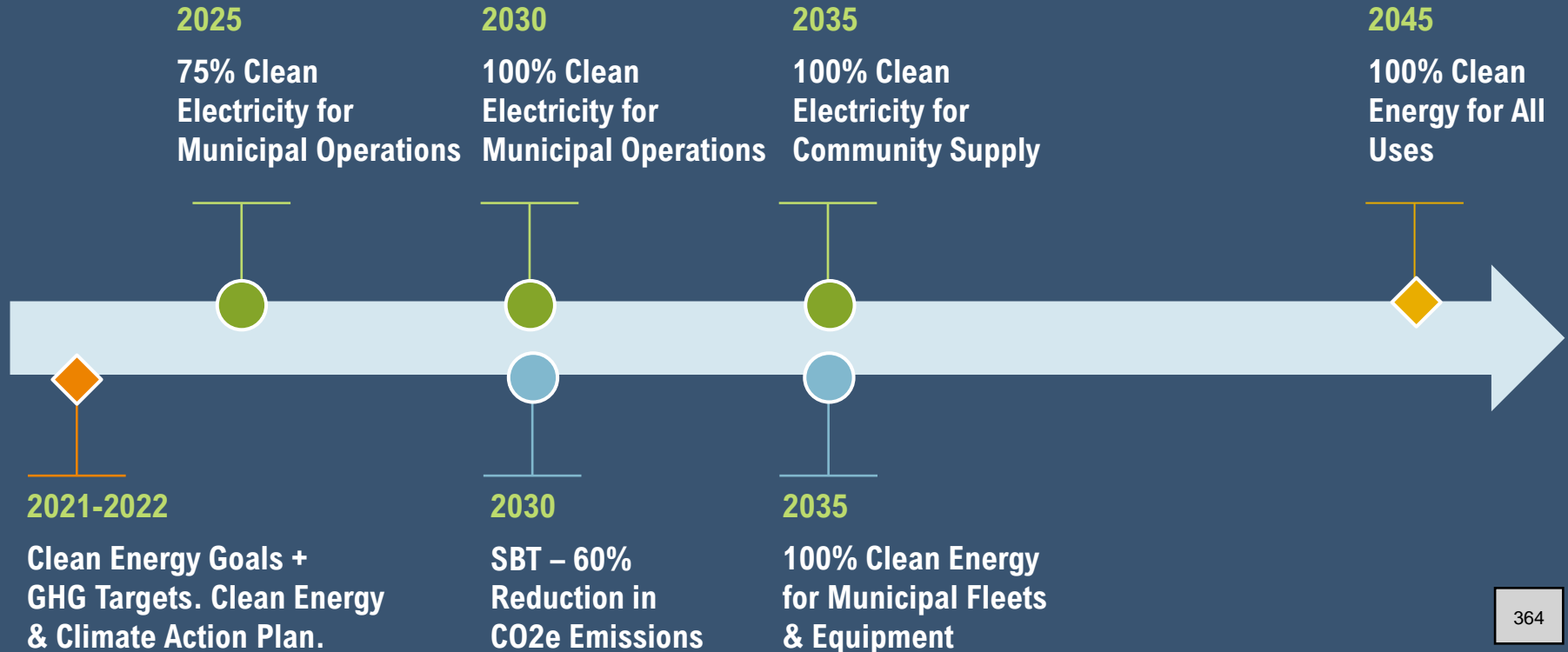


GHG EMISSIONS INVENTORY

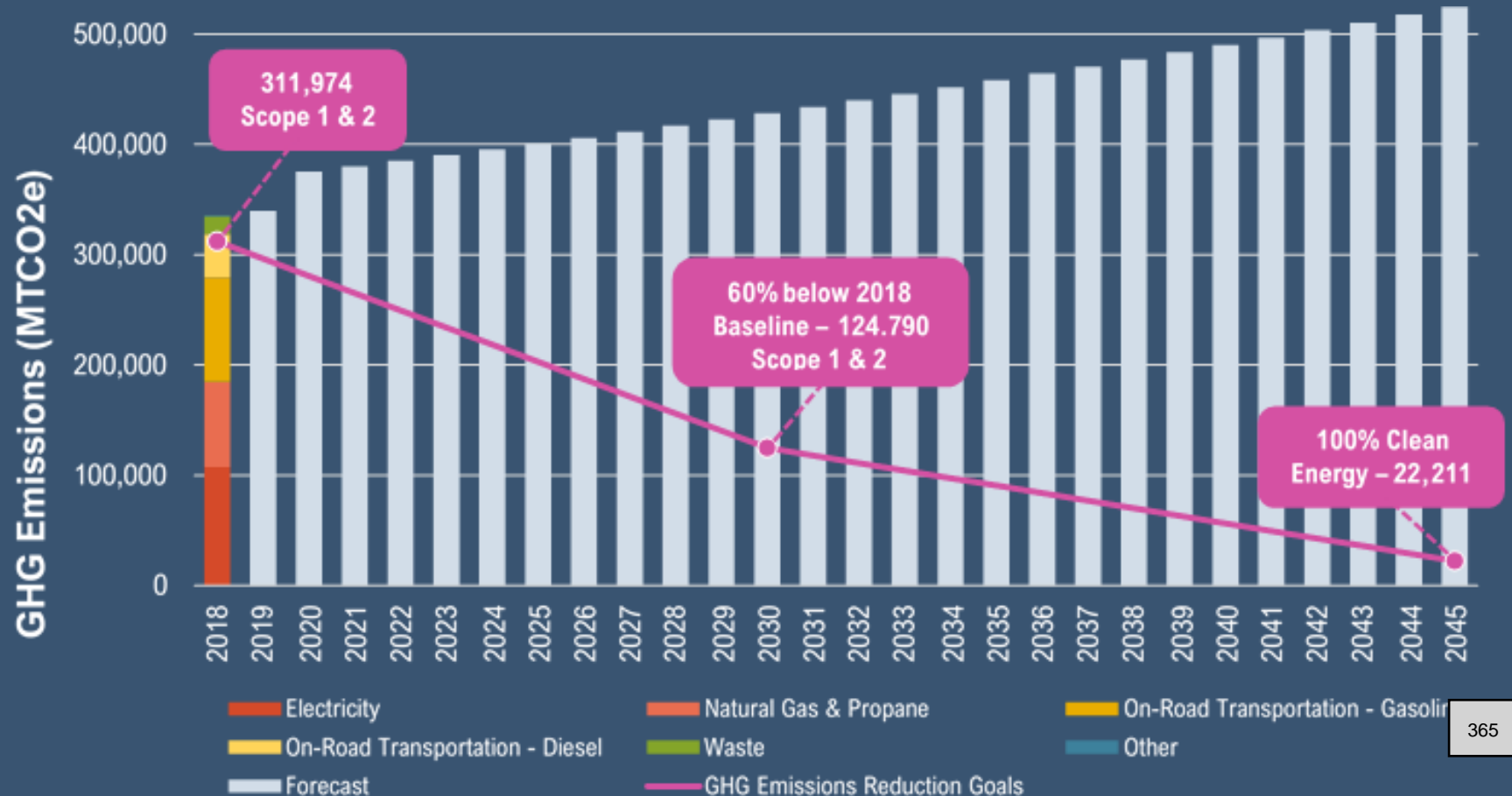
BLAINE COUNTY GREENHOUSE GAS EMISSIONS
(METRIC TONS CO₂e)



GOALS & TIMEFRAME

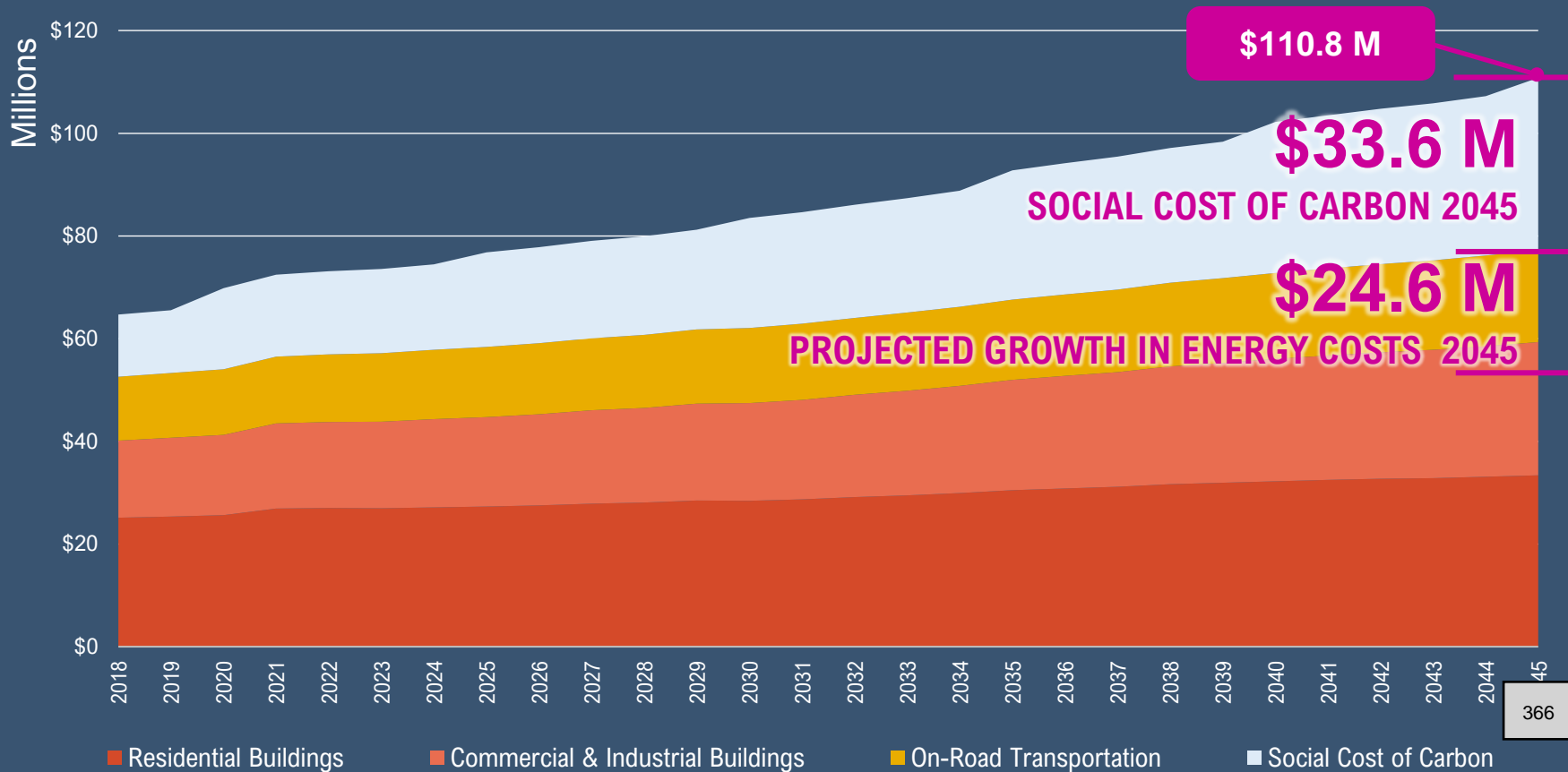


BUSINESS AS USUAL FORECAST

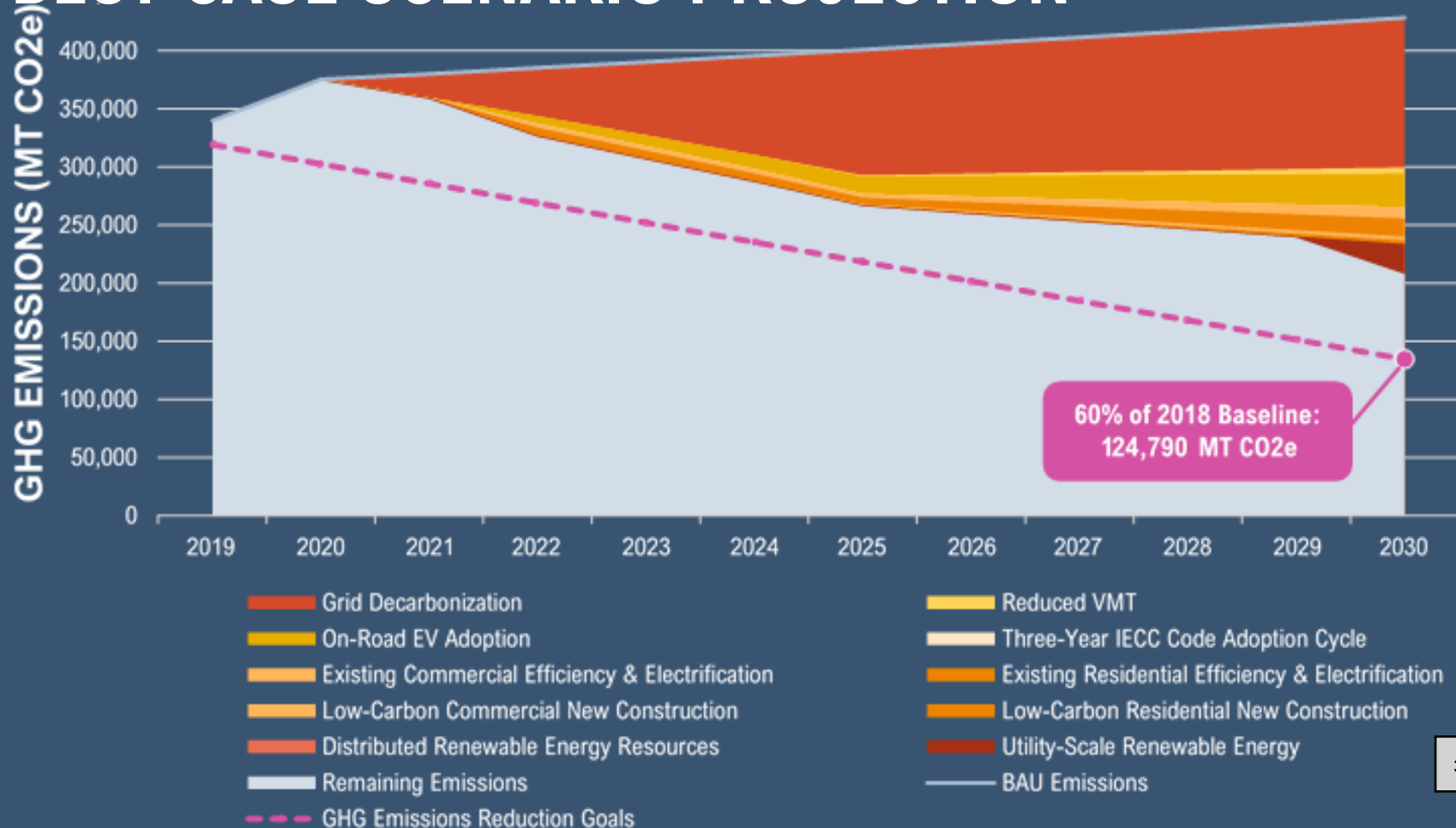


PROJECTED GROWTH

ANNUAL ENERGY COSTS & SOCIAL COST OF CARBON



BEST CASE SCENARIO PROJECTION



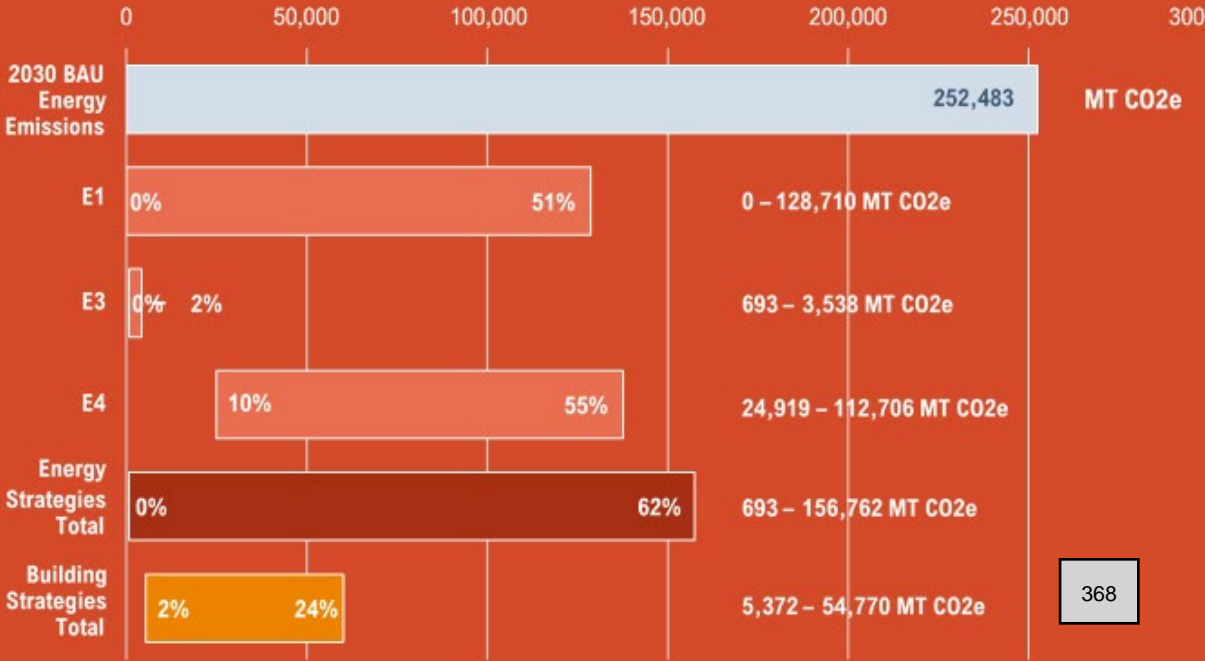


ENERGY SUPPLY

High-Impact Strategies

- E1: Reduce Grid Carbon Intensity
- E2: Switch to Clean Energy for Municipal Electricity Use
- E3: Expand Local, Distributed Renewable Energy Resources
- E4: Procure Utility-Scale Renewable Energy

GHG EMISSIONS & RANGE OF POTENTIAL REDUCTIONS (MT CO2e)



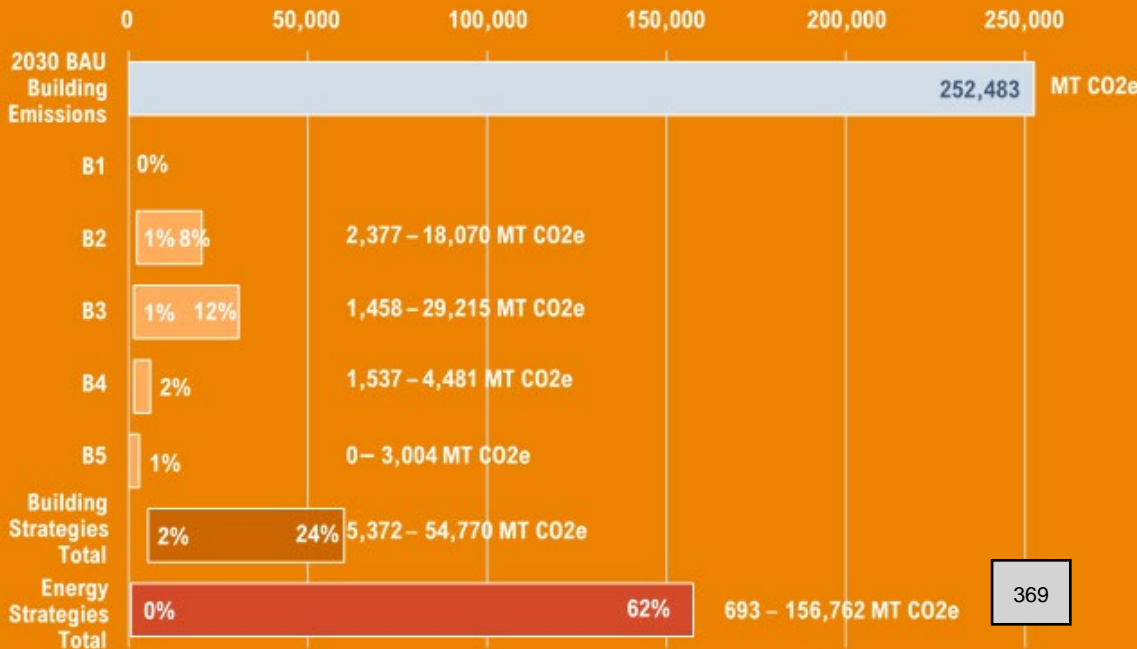


BUILDINGS

High-Impact Strategies

- B1: Evaluate Energy Efficiency Gains from BUILDSMART Code**
- B2: Reduce Carbon Footprint of Existing Commercial Buildings**
- B3: Reduce Carbon Footprint of Existing Residential Buildings**
- B4: Low-Carbon Commercial New Construction**
- B5: Low-Carbon Residential New Construction**

GHG EMISSIONS & RANGE OF POTENTIAL REDUCTIONS (MT CO₂e)



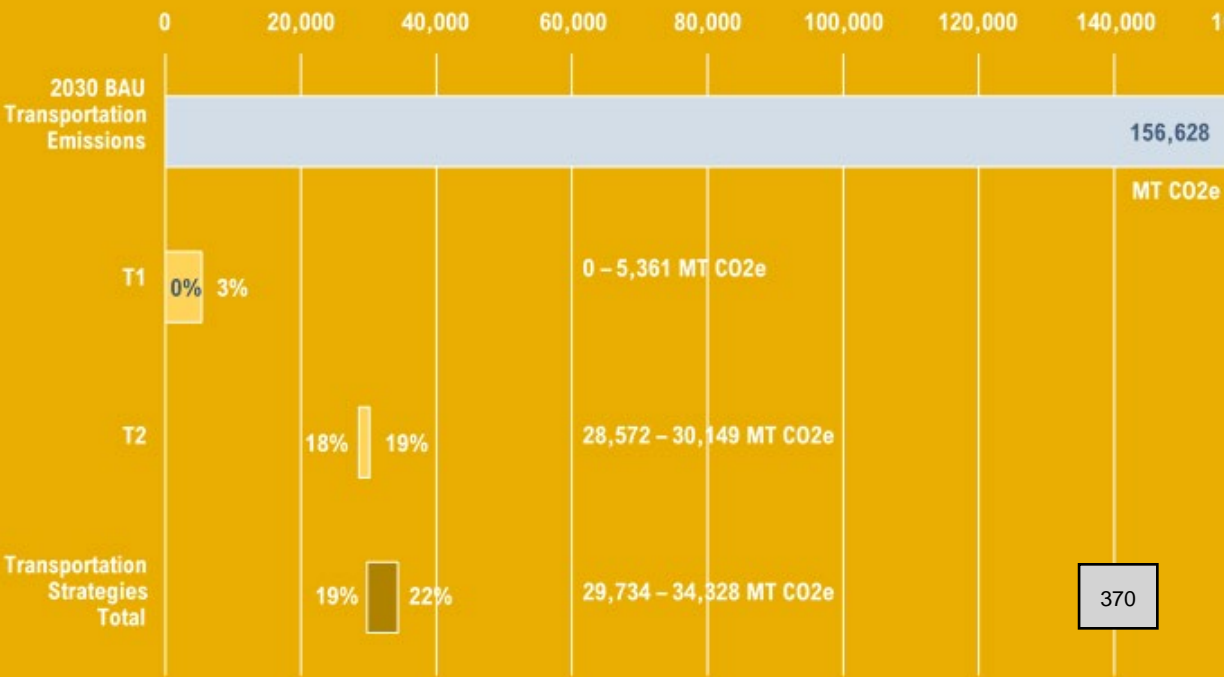


TRANSPORTATION

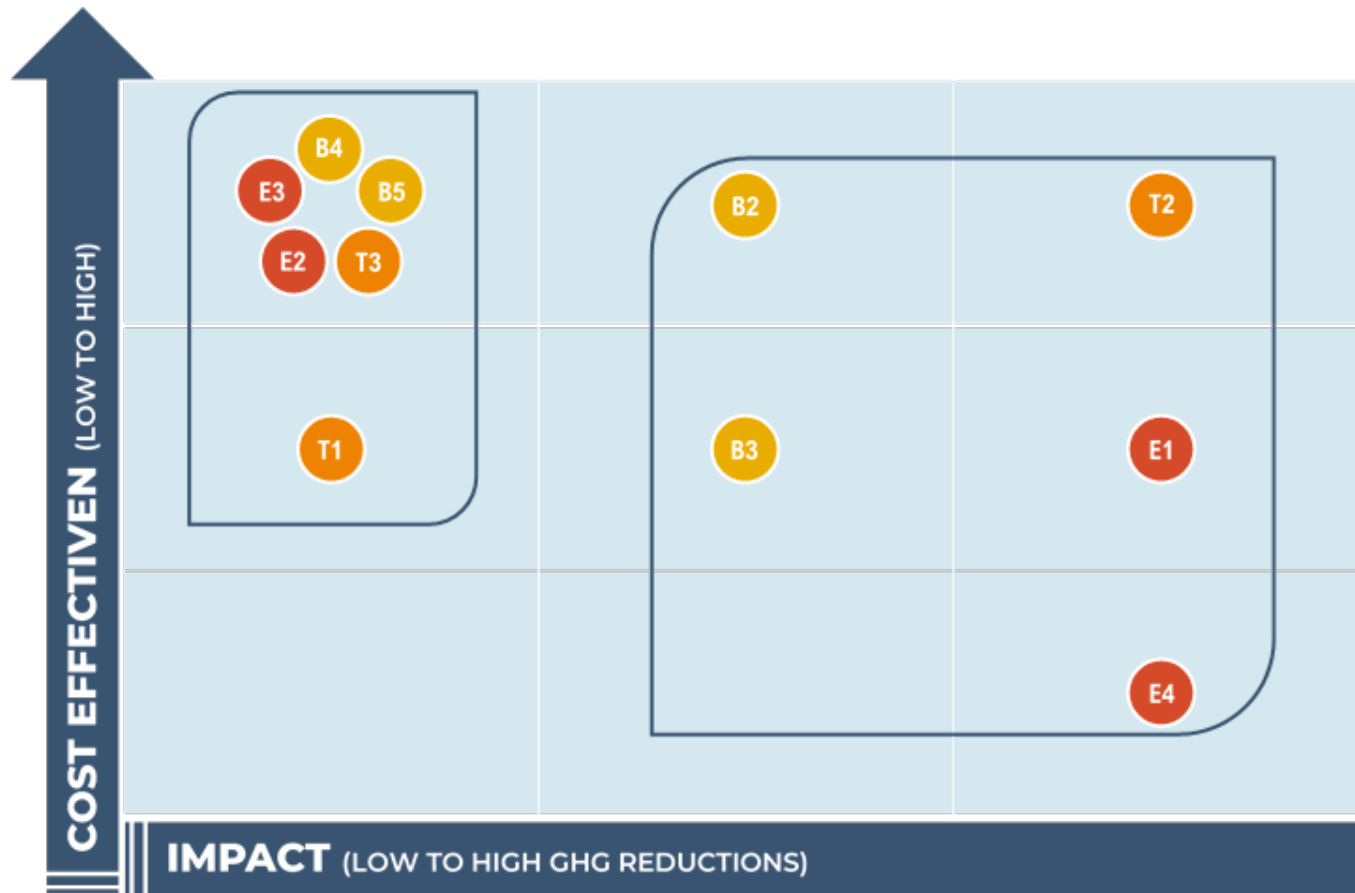
High-Impact Strategies

- T1: Reduce Vehicle Miles Traveled
- T2: Increase On-Road EV Adoption
- T3: Transition to Clean Municipal Fleets and Equipment

GHG EMISSIONS & RANGE OF POTENTIAL REDUCTIONS (MT CO2e)



COST-IMPACT MATRIX



MATRIX KEY	COST EFFECTIVENESS	IMPACT (GHG REDUCTIONS)
LOW	Low ROI	< 2%
MEDIUM	Cost Neutral	2 to <5%
HIGH	High ROI	> 5%

BEST IN CLASS – ENERGY SUPPLY

E1: REDUCE GRID CARBON INTENSITY

Develop a coalition of local jurisdictions for the purpose of participating in public utility commission cases.

E2: SWITCH TO CLEAN ENERGY FOR MUNICIPAL ELECTRICITY USE

Install renewable energy systems, or purchase clean energy through a utility program or power purchase agreement.

E3: EXPAND LOCAL, DISTRIBUTED RENEWABLE ENERGY RESOURCES

Reduce cost and regulatory barriers and launch an education and outreach campaign to accelerate solar adoption.

E4: PROCURE UTILITY-SCALE RENEWABLE ENERGY

Utilize franchise agreements or enter into a cooperative agreement with the utility that outlines expectations of collaborative efforts toward achievement of clean energy goals.

BEST IN CLASS – BUILDINGS

B2: REDUCE CARBON FOOTPRINT OF EXISTING COMMERCIAL BUILDINGS

Develop an energy benchmarking and disclosure policy for municipal and commercial buildings. Develop and launch a locally-branded green business certification program or Better Buildings challenge.

B2-3: REDUCE CARBON FOOTPRINT OF EXISTING RESIDENTIAL & COMMERCIAL BUILDINGS

Create a Property-Assessed Clean Energy financing program to support residential and commercial energy efficiency and clean energy retrofits.

Partner to increase utilization of weatherization programs and expand the local home auditor and weatherization workforce.

B4-5: LOW-CARBON RESIDENTIAL & COMMERCIAL NEW CONSTRUCTION

Create incentives to encourage building electrification, clean energy installations, and low-carbon or net-zero energy buildings.

Develop a community-based education, outreach and marketing campaign to advance all-electric and low-carbon or net-zero energy buildings.

BEST IN CLASS – TRANSPORTATION

T1: REDUCE VEHICLE MILES TRAVELED

Increase density in the cities and connect cities with transit and multimodal transportation infrastructure.

Provide incentives for mix-use development.

T2: INCREASE ON-ROAD EV ADOPTION

Expand electric vehicle charging infrastructure.

Develop and launch an electric vehicle education, outreach and marketing campaign.

T3: TRANSITION TO CLEAN MUNICIPAL FLEETS AND EQUIPMENT

Develop a green fleets policy and program, including a vehicle replacement schedule.

QUESTIONS?

