



CITY OF KETCHUM, IDAHO SPECIAL CITY COUNCIL MEETING

Monday November 26, 2018, 5:30 p.m.

480 East Avenue, North, Ketchum, Idaho

AGENDA

1. CALL TO ORDER: By Mayor Neil Bradshaw
2. ROLL CALL
3. COMMUNICATIONS FROM MAYOR AND COUNCILORS
4. COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)
5. CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.
 - a. Approval of Minutes: Regular Meeting November 5, 2018.
 - b. Authorization and approval of the payroll register
 - c. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$878,421.93 as presented by the Treasurer.
 - d. Monthly & Quarterly Financial Report for the City for September & October 2018—Director of Finance and Internal Services Grant Gager
 - e. Recommendation to approve an Alcohol Beverage License for the Cookbook Restaurant - Director of Finance & Internal Services Grant Gager
 - f. Recommendation to approve Agreement #20296 with Molly Snee for design services – Assistant City Administrator Lisa Enourato
 - g. Recommendation to approve Agreement #20295 with AmeriGas for Propane – Director of Finance and Internal Services Grant Gager
 - h. Recommendation approve Resolution #18-029 for approval of Planning & Zoning Commission meetings.
 - i. Recommendation to approve Contract #20291 with Sun Valley Institute---Mayor Neil Bradshaw
 - j. Recommendation to approve Contract #20293 with Mountain Humane – Police Chief, Dave Kassner
 - k. Recommendation to approve Agreement #20298 with Whitehead Landscaping for Flower Installation and Maintenance Services – Facilities Maintenance Supervisor Juerg Stauffacher
 - l. Recommendation to approve Contract 20297 with Galena Engineering for survey and design of 2019 sidewalk infill segments---City Administrator Suzanne Frick
6. PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 - a. **ACTION:** Recommendation to hold a public hearing and approve the 2nd Reading of proposed administrative design review text amendments Ordinance #1190 – Director of Planning & Building John Gaeddert
7. STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
 - a. **ACTION:** Recommendation to approve Contract #20290 with City of Sun Valley for temporary Fire Chief--- Mayor Neil Bradshaw
 - b. **ACTION:** Recommendation to approve Contract #20242 with MuniCode for updating the Ketchum website--- Management Analyst Jake Losinski
 - c. **ACTION:** Discussion and direction to staff on use of Visitor Center screens – Assistant City Administrator Lisa Enourato
 - d. Discussion on establishing a Local Option Tax to support employee housing and transportation—Mayor Neil Bradshaw
 - e. **ACTION:** Recommendation to approve Contract 20299 with Cole Architects for Fire Station Design Services
8. EXECUTIVE SESSION
 - a. Discussion pursuant to 74-206 1 (f)
 - b. Discussion pursuant to 74-206 1 (c)
 - c. Discussion pursuant to 74-206 (a)
9. ADJOURNMENT

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

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

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

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

- Please come to the podium to speak.
- Stand approximately 4-6 inches from the microphone for best results in recording your comments.
- Begin by stating your name.
- Please avoid answering questions from audience members. All questions should come from City officials.
- Public comments will be limited by a time determined by the Mayor.
- You may not give your time to another speaker.
- If you plan to show a slide presentation or video, please provide a copy to the City Clerk by 5:00 p.m. on the meeting date.

Please note that all people may speak at public hearings.

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

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

Visit www.ketchumidaho.org and sign up for notifications on agendas, meeting packets, dates and more.

Like us on [Facebook](#) and follow us on [Twitter](#).

Thank you for your participation.

We look forward to hearing from you!



City Council

Regular Meeting

~ Minutes ~

480 East Avenue North
Ketchum, ID 83340
<http://ketchumidaho.org/>

Robin Crotty
208-726-3841

Monday, November 5, 2018

5:30 PM

Ketchum City Hall

Present: Mayor Neil Bradshaw
Council President Michael David
Councilor Jim Slanetz
Councilor Courtney Hamilton
Councilor Amanda Breen

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Matt Johnson
Director of Finance and Internal Services Grant Gager
Director of Planning & Building John Gaeddert

1. CALL TO ORDER: By Mayor Neil Bradshaw

Mayor Neil Bradshaw called the meeting to order at 5:30 pm.

2. ROLL CALL

3. COMMUNICATIONS FROM MAYOR AND COUNCILORS

Councilor Jim Slanetz talked about the success of the fundraiser for the skate park. It raised approximately \$5,000.

Council President Michael David advised that the SVED event was a great success and was glad to see so much of the community in attendance.

Councilor Courtney Hamilton said Halloween was great and was pleased that the city helped make it happen.

Mayor Neil Bradshaw agreed that Halloween was a great event. He also talked about the success of the SVED conference and is pleased to hear all the positive comments that came out of the event. He was excited to hear about the vibrancy that could be added to the valley.

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

Mayor Neil Bradshaw asked for communication from the public. There was none.

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

Councilor Amanda Breen pulled item 5h.

Councilor Jim Slanetz pulled item 5q.

- a. **Approval of Minutes: Regular Meeting October 15, 2018**
- b. **Authorization and approval of the payroll register**

- c. **Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$828,701.67 as presented by the Treasurer.**
- d. **Motion to approve Resolution 18-028 Council Meeting Dates for 2019**
- e. **Motion to approve Beer & Wine License for the Leadville Grill – Director of Finance & Internal Services Grant Gager**
- f. **Purchase Order 20275 for Reversible Plow – Director of Streets and Facilities Brian Christiansen**
- g. **Purchase Order 20286 for Pick-up Truck – Director of Streets and Facilities Brian Christiansen**
- h. **Contract 20287 for Computer Leasing – Director of Finance & Internal Services Grant Gager**

Councilor Amanda Breen questioned the Dell Lease and the cost.

Director of Finance & Internal Services Grant Gager clarified the \$9,325.55 is for the life of the contract. Today we are approving the \$2,768.25 figure for this year.

Motion to approve consent item h

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amanda Breen, Councilor
SECONDER:	Courtney Hamilton, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

- i. **Contract 20288 for VOIP – Voice Over IP – Director of Finance & Internal Services Grant Gager**
- j. **Contract 20278 for Holiday Light Installation – Facilities Maintenance Supervisor Juerg Stauffacher**
- k. **Contract 20279 for Snow Removal Services – Facilities Maintenance Supervisor Juerg Stauffacher**
- l. **Purchase Order 20281 for a Utility Vehicle – Facilities Maintenance Supervisor Juerg Stauffacher**
- m. **Contract 20289 for Phase 2 of Repairs to the Aspen Drive Sewer Line – Water Superintendent Pat Cooley**
- n. **Contract 20280 with Banyan Technology for SCADA Service – Waste Water Superintendent Mick Mummert**
- o. **Ratification of Resolution Number 18-027 Appointing Jennifer Cosgrove to the Planning & Zoning Commission – Director of Planning & Building John Gaeddert**
- p. **Recommendation to approve the GIS Contract #20282 with Blaine County – Director of Planning & Building John Gaeddert**
- q. **Recommendation to Approve Revised Sundali/Mace Construction Phasing Agreement 20233**

Councilor Jim Slanetz questioned the placement of the Idaho Power box and who pays for it if it needs to be moved. Director of Planning & Building John Gaeddert advised that the city is not responsible for the cost and Idaho Power may pay for it. Jim Slanetz pointed out that it is a different plan than what the Council originally agreed to. John Gaeddert explained that the biggest change is the access on 2nd. John Gaeddert offered to take this back to the developer if the council desires. Jim Slanetz would like the council to review this further. Mayor Neil Bradshaw questioned if the developer is in a rush? John Gaeddert advised that construction should begin in the Spring. All of Council agreed to table this item.

- r. **Recommendation to approve Contract 20269 with Blaine County Ambulance District—Interim Fire Chief Marcus Kragness**
- s. **Recommendation to approve Right of Way Encroachment Agreement 20283 for 631 East Avenue—City Administrator Suzanne Frick**

Motion to approve the consent agenda except items h and q.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

6. PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)

a. Recommendation to hold a public hearing and approve the 1st Reading of proposed administrative design review text amendments Ordinance #1190 – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw advised that this text amendment is to clarify the roles of P & Z and Staff. Particularly Multi-family development and some others.

Mayor Neil Bradshaw asked for public comment. There was none.

Councilor Courtney Hamilton asked if any particular event prompted this change? Director of Planning & Building John Gaeddert explained that currently the City has an odd procedure and outlined the process and the positives of the change. Councilor Amanda Breen questioned why the construction management plan is eliminated from design review. John Gaeddert explained there are no standards for evaluation and staff would like that to be internal with the Building Department rather than the P & Z Commission.

Motion to approve the 1st reading of Ordinance #1190 and to read by title only.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Councilor Courtney Hamilton read the title aloud.

b. Update on the proposed Hemingway Plat amendments – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw advised that the city would like to sort out the ownership of the Tennis Courts and other property in the area.

Mayor Bradshaw asked for public comment. There was no comment.

Director of Planning & Building John Gaeddert advised that Galena Engineering has been working on the Plat and clarifying city and school district property. Director of Parks, John Kearney and John Gaeddert will be going to the school board next week to present this presentation. John Gaeddert advised that this is a great partnership with a mutual goal. Mayor Neil Bradshaw talked about the positives of the assets for the school district as well as the assets for the City. Mayor Neil Bradshaw asked for red flags from council. Councilor Amanda Breen talked about the positives of the map before them. John Gaeddert clarified that the school district currently owns 16 acres of land at Hemingway Way and Atkinson's Park and the City owns 2 acres. He advised that a finance committee has been formed. Councilor Courtney Hamilton asked if the utility easements have been cleared up? John Gaeddert explained the status. Courtney Hamilton voiced her support of Hemingway School going from K-8.

Councilor Jim Slanetz agreed and is in support of the K-8 as well. He questioned the vacation at the end of 9th St. and how this will play into the plan with the school district? Jim Slanetz likes the garden and does not want that to disappear. Mayor Neil Bradshaw advised that he talked to the school and we will work with the school district to relocate the garden if need be. The 9th St. plan will be discussed later. John Gaeddert talked about potential teacher housing in the future.

All of Council was in support of moving forward. Councilor Courtney Hamilton requested that the map distributed at the meeting get posted on line.

7. STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)

a. Update and discussion on status of public safety consolidation with the City of Sun Valley—Walt Femling, Director of Public Safety City of Sun Valley

Mayor Neil Bradshaw advised that this is a brief update for the public safety consolidation.

Walt Femling, Director of Emergency Services for the City of Sun Valley presented. He distributed a handout to council and talked about Phase I of the organization and who is part of the Phase. The first phase was presented and turned over to the Finance Department. The Executive Committee will meet tomorrow.

Mayor Neil Bradshaw advised that the tone of the meeting was very constructive. He talked about what was discussed and what the concerns were and explained that this was the first phase. The Executive Committee will meet tomorrow. Budgets and human resources will be discussed. This will come back to council for another update after that meeting. He's encouraged by the progress and the talks and advised that the presentations have been very constructive. The Mayor will send an electronic copy of the draft to the Council. Council President Michael David advised that he is most concerned about employees of Ketchum/Sun Valley Cities and questioned how we are addressing people's concerns. Mayor Bradshaw talked about the ideal organizational chart and how concerns will be addressed. We are trying to move forward with this as quickly as possible. Councilor Courtney Hamilton said there is no Ketchum Police representation for the City of Ketchum on the Executive Committee and she wants to be sure that the Ketchum Police Dept is being heard. Mayor Neil Bradshaw agreed that makes it awkward, however there are 2 people from Ketchum and 2 people from Sun valley on the Board. He explained how the executive team was selected and understands the concern that the balance is there. Director of Emergency Services for the City of Sun Valley, Walt Femling explained that they are well represented in the committees and they have had the ability to have input.

b. ACTION: Recommendation to approve Contract 20284 with Blaine County for law enforcement services—Mayor Neil Bradshaw

Mayor Neil Bradshaw advised that the contract was put together by the County. He is suggesting that the City sign the contract and advised that there are very minor changes from last year's contract. Should we choose to move forward with consolidation we would give Blaine County 120 days' notice. Mayor Bradshaw talked about the differences in this year's contract and last year's and what is in the budget. He explained that the Ketchum Funds, that the County currently is holding, will be released to make up the difference. Council President Michael David clarified the dollar amount of the contract. Mayor Bradshaw advised that he is confident the funds in reserve with the County will be released. He advised that the County is currently closing their books and we should have a determination of the release of funds within the next couple of weeks. Mayor Bradshaw will try to have clarity on this by the first meeting in December.

Motion to approve contract 20284.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael David, Courtney Hamilton
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

c. ACTION: Recommendation to approve Transfer and Bill of Sale Agreement 20285 for Leroy's Ice Cream Stand in Town Square---City Administrator Suzanne Frick

Mayor Neil Bradshaw explained that Ketchum Community Development Corp is currently in ownership of Leroy's Ice Cream stand in Town Square. They are transferring ownership to the City of Ketchum.

Councilor Jim Slanetz asked for clarification. City Administrator Suzanne Frick explained that this will remove the confusion and it will be an asset of the City of Ketchum going forward. Mayor Neil Bradshaw explained that under city ownership the building will become more beneficial.

Motion to authorize the Mayor to approve Agreement 20285 for the transfer and sale of Leroy's Ice Cream Stand at Town Square.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Slanetz, Councilor
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

d. Discussion and direction to staff on KURA sidewalk priorities---City Administrator Suzanne Frick

Mayor Neil Bradshaw is very appreciative of the members of the KURA for walking around town and coming up with a list of priorities. He would like to see pricing and add suggestions to the list as the Council sees fit. Council President Michael David questioned the minimum widths of sidewalks and priorities.

Gary Lipton, Commissioner of the KURA clarified that the KURA is wanting to do sidewalks outside the city core and talked about the KURA's mission on this project as well as the 4 quadrants. Councilor Jim Slanetz clarified that he does not think the KURA has decided, in a public forum on the location. Gary Lipton said that Jim Slanetz could be correct. Mayor Neil Bradshaw asked if the staff has enough direction to do more analysis. City Administrator Suzanne Frick advised that if the council or community has other concerns, they should bring them forward to get them on the design, so they can get it out to the Engineers to begin putting a proposal together. Councilor Courtney Hamilton asked about the sidewalk outside Formula Sports. Suzanne Frick advised that it requires a retaining wall. When there are more funds that area will be looked at. Courtney Hamilton talked about 1st St. sidewalk conditions in the winter. She appreciates West Ketchum being a priority and the ability of connecting it to the City Core and promote walking and the safety of the citizens as well as the visitors. All of council agreed with making the sidewalks wider.

8. EXECUTIVE SESSION

- a. Discussion pursuant to 74-206 1 (f)
- b. Discussion pursuant to 74-206 1 (c)
- c. Discussion pursuant to 74-206 (a)

Motion to move into executive session pursuant to 74-206 (1)a, c, and f at 6:49 pm.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael David, Council President
SECONDER: Courtney Hamilton, Councilor
AYES: Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Motion to come out of executive session at 7:41 pm

RESULT: ADOPTED [UNANIMOUS]
MOVER: Courtney Hamilton, Councilor
SECONDER: Michael David, Council President
AYES: Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

9. ADJOURNMENT

Motion to adjourn at 7:42 pm.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Courtney Hamilton, Councilor
SECONDER: Michael David, Council President
AYES: Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-1030-0000 PETTY CASH			
CASH	100618	No School Adventure	70.32
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	CP202417	FSA	4,560.29
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	CP202417	DCA	1,145.70
01-3700-3600 REFUNDS & REIMBURSEMENTS			
REBECCA'S PRIVATE IDAHO	110118	Refund Security Deposit	250.00
WARFIELD	110218	Refund Security Deposit	250.00
WOOD RIVER FARMERS MARKE	110118	Refund Security Deposit	250.00
Total :			6,526.31
LEGISLATIVE & EXECUTIVE			
01-4110-3200 OPERATING SUPPLIES			
US BANK	6806 102518	6806 - Banner	512.94
01-4110-4200 PROFESSIONAL SERVICES			
S & C ASSOCIATES LLC	1250	17-1033 Pedestrian Grants	210.00
Total LEGISLATIVE & EXECUTIVE:			722.94
ADMINISTRATIVE SERVICES			
01-4150-2500 HEALTH INSURANCE-CITY			
BLUE CROSS OF IDAHO	970898691 - 12	970898691 - 12	7,248.00
BLUE CROSS OF IDAHO	970898691 101	Health Ins - Jan 19 - Sept 19	11,007.00
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP202417	HRA	538.79
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP202417	HRA Vision	219.59
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
BLUEPRINTING	3829	Blueprinting	32.64
COPY & PRINT, L.L.C.	91708	Business Cards	120.56
COPY & PRINT, L.L.C.	91998	Name Plate	20.65
COPY & PRINT, L.L.C.	92777	Supplies	64.81
COPY & PRINT, L.L.C.	92782	Supplies	100.08
COPY & PRINT, L.L.C.	92784	Keyboard	47.49
COPY & PRINT, L.L.C.	92806	Supplies	111.15
COPY & PRINT, L.L.C.	92882	Supplies	94.46
COPY & PRINT, L.L.C.	93113	Tea	6.60
COPY & PRINT, L.L.C.	93155	credit	17.70-
COPY & PRINT, L.L.C.	93184	Supplies	208.55
PIN CENTER	1118004	Logo Lapel Pins	542.00
UNITED OIL	896902	39060 103118	23.49

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	3077 102518	3077 - Business Cards	128.73
US BANK	6806 102518	6806 - Envelopes	26.90
US BANK	6806 102518	6806 - Partition	54.98
US BANK	6806 102518	6806 - Credit	49.82-
US BANK	6806 102518	6806 - Thumb Drives	39.98
01-4150-4200 PROFESSIONAL SERVICES			
BLUEPRINTING	4186	6 sets of plans	321.00
CASELLE, INC.	91252	Support	2,204.00
CENTRAL DRUG SYSTEM, INC.	284730	Testing & Fees	225.00
US BANK	6806 102518	6806 - Mountain Lifestyles	2,500.00
BROWN, LINDA DIANE	1811	Delivery for November 2018	95.00
BACKGROUND INVESTATION B	CIT025110118	Background Checks	119.70
S & C ASSOCIATES LLC	1252	18-1003 Lighting Upgrades	210.00
VITRUVIAN PLANNING LLC	2018036	Looking Glass Academy Walkability Assessment Training	2,000.00
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 1031	Job Fair	887.08
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
ASSOCIATION OF PUBLIC TREA	20174	Annual Membership Dues	245.00
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	0568 102518	0568 102518	400.00
US BANK	6806 102518	6806 - Hotel	201.20
US BANK	6806 102518	6806 - Hotel	201.20
01-4150-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	9818239844	2087209992	42.68
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	15509	Computer Support	5,895.45
KETCHUM COMPUTERS, INC.	15510	Computer Support	769.50
US BANK	6806 102518	6806 - MSFT	1,152.00
US BANK	6806 102518	6806 - MSFT	28.94
01-4150-5150 COMMUNICATIONS			
US BANK	3077 102518	3077 - Constant Contact	28.50
US BANK	3077 102518	3077 - Facebook Campaigns	45.42
US BANK	3077 102518	3077 - Subscription	75.00
US BANK	3077 102518	3077 - Constant Contact	9.50
US BANK	3077 102518	3077 - Shutterstock	29.00
GRANICUS	105155	Civic Streaming	523.69
01-4150-5200 UTILITIES			
CITY OF KETCHUM	111418	9994 111418	158.10
CITY OF KETCHUM	111418	360 111418	46.48
CITY OF KETCHUM	111418	772 111418	55.58
CITY OF KETCHUM	111418	9997 111418	303.26
CLEAR CREEK DISPOSAL	1179550	951449 102618	60.00
IDAHO POWER	2203990334 11	2203990334 110918	42.19
IDAHO POWER	2206570869 11	2206570869 110918	14.34
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
CLEAR CREEK DISPOSAL	1175413	1459 131 River	170.44
SENTINEL FIRE & SECURITY, IN	37252	4784 - 480 East Ave.	60.00
US BANK	3077 102518	3077 - Firepits	1,197.00
US BANK	6806 102518	6806 - Lever Lock	64.90

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-7400 OFFICE FURNITURE & EQUIPMENT			
US BANK	6806 102518	6806 - Scanner	799.00
Total ADMINISTRATIVE SERVICES:			41,749.08
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
WHITE PETERSON	24892Z 103118	Legal Services	15,500.00
HAWLEY TROXELL	344469	Legal Work	261.25
Total LEGAL:			15,761.25
PLANNING & BUILDING			
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP202417	HRA	566.94
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	3077 102518	3077 - Business Cards	69.24
US BANK	4221 102518	4221 - Lamp	31.99
US BANK	4221 102518	4221 - USPS	13.40
US BANK	4221 102518	4221 - Mouse	24.99
01-4170-4200 PROFESSIONAL SERVICES			
S & C ASSOCIATES LLC	1248	17-1016 Argyros Encroachment	210.00
CENTER FOR CONTINUING EDU	5137	Consultation and Services	818.00
HARMONY DESIGN & ENGINEE	19567	Engineering	2,843.75
01-4170-4210 PROFESSIONAL SERVICES - IDBS			
DIVISION OF BUILDING SAFETY	110118	October 2018 - Building Permit Fees	17,152.79
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 1031	Legal P&Z	37.72
01-4170-4970 TRAINING/TRAVEL/MTG-P&Z COMM			
PUDDICOMB, MAUREEN	110518	PZ Chairman Retirement	33.00
Total PLANNING & BUILDING:			21,801.82
NON-DEPARMENTAL			
01-4193-6500 CONTRACT FOR SERVICE			
KIC	111418	October Services	13,334.00
01-4193-6601 MASTER TRANSPORTATION PLAN			
S & C ASSOCIATES LLC	1246	17-1009 Transporation Plan	525.00
Total NON-DEPARMENTAL:			13,859.00
FACILITY MAINTENANCE			
01-4194-3200 OPERATING SUPPLIES			
US BANK	2022 102518	2022 - Supplies	333.09
US BANK	2022 102518	2022 - Jacket	43.19
US BANK	2022 102518	2022 - Coffee	86.96

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	896889	38950 103118	431.07
01-4194-4200 PROFESSIONAL SERVICES			
IRISH ELECTRIC	10918	Wiring	328.00
01-4194-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
US BANK	2022 102518	2022 - Membership	300.00
01-4194-5200 UTILITIES			
CITY OF KETCHUM	111418	9996 111418	46.49
CITY OF KETCHUM	111418	536 111418	147.40
CITY OF KETCHUM	111418	1245 111418	33.89
CITY OF KETCHUM	111418	9995 111418	100.80
CITY OF KETCHUM	111418	456 111418	88.60
CITY OF KETCHUM	111418	532 111418	96.49
CITY OF KETCHUM	111418	1127 111418	12.59
CITY OF KETCHUM	111418	560 111418	38.60
CITY OF KETCHUM	111418	9991 111418	70.49
CLEAR CREEK DISPOSAL	1176090	56339 - Skate Park	47.90
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	014112964	sidewalk Art Removal	26.45
CHATEAU DRUG CENTER	1976960	Supplies	16.61
LUTZ RENTALS	893221	Art Removal	46.96
PETPICKUPS.COM	41122	Bare Bone Mitts and shipping	2,577.89
US BANK	2022 102518	2022 - Weather Station	60.00
Total FACILITY MAINTENANCE:			4,933.47
POLICE			
01-4210-3100 OFFICE SUPPLIES & POSTAGE			
SAFETY SUPPLY & SIGN CO.	166216	Supplies	831.12
01-4210-3200 OPERATING SUPPLIES			
US BANK	6806 102518	6806 - ITD	61.00
01-4210-3610 PARKING OPS PROCESSING FEES			
CALE AMERICA, INC.	151825	Spetember - Transactions	14.70
OMNI PARK	111930	Omni Park Subscription	274.00
01-4210-3620 PARKING OPS EQUIPMENT FEES			
US BANK	6806 102518	6806 - Parking	.50
VERIZON WIRELESS	9818239844	2084811361	42.68
VERIZON WIRELESS	9818239844	2084811392	42.68
CALE AMERICA, INC.	151825	October - Meters	165.00
Total POLICE:			1,431.68
FIRE & RESCUE			
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP202417	HRA	144.85
01-4230-2530 EMPLOYEE MEDICAL SERVICES			
ST. LUKES HEALTH SYSTEM	1571 110918	1571 110918	63.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11652763	005109 111218	29.75
ATCO INTERNATIONAL	10519009	Truck Wash	304.00
ATKINSONS' MARKET	04673813	Coffee	27.54
BOUNDTREE MEDICAL	83026003	Supplies	588.12
BUSINESS AS USUAL INC.	144185	Chairmat	345.00
CHATEAU DRUG CENTER	1980761	Supplies	27.52
CHATEAU DRUG CENTER	1981410	Supplies	12.34
COPY & PRINT, L.L.C.	93287	Poster	58.17
COPY & PRINT, L.L.C.	93544	Supplies	5.90
GEM STATE PAPER & SUPPLY	127958400	Paper Supplies	100.77
NORCO	24877081	54794 101118	79.14
NORCO	25017013	54794 103118	79.14
NORCO	25022922	52355 103118	33.54
NORCO	25023957	54794 103118	231.88
OHIO GULCH TRANSFER STATI	102885	Old Furniture Drop Off	9.00
RIVER RUN AUTO PARTS	6538134973	Supplies	52.77
US BANK	2891 102518	2891 - ITD Vehicle	111.00
HENRY SCHEIN	58901766	Supplies	3.41
HENRY SCHEIN	59009009	Supplies	19.39
CURTIS TOOLS FOR HEROES	227450	Gloves	145.76
01-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	896707	37267 103118	390.47
UNITED OIL	897837	37267 111518	368.39
01-4230-4200 PROFESSIONAL SERVICES			
KRAGNESS, MARCUS	110118	101918-110118	3,822.50
KRAGNESS, MARCUS	111518	11/02/18 - 11/15/18	4,455.00
01-4230-4910 TRAINING-AVALANCHE			
FRIENDS OF SAWTOOTH NF	103118	Avalanche Sponsorship	3,000.00
01-4230-4920 TRAINING-FACILITY			
CLEAR CREEK DISPOSAL	1175572	1175572	103.20
IDAHO POWER	2224210258 11	2224210258 110618	70.43
01-4230-5100 TELEPHONE & COMMUNICATIONS			
UPS STORE #2444	3834 CRD	3834 CRD	9.63-
UPS STORE #2444	4590	4590 shipping 103118	11.89
UPS STORE #2444	MMN7FR5VE	4301 shipping 090718	15.27
01-4230-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
CHATEAU DRUG CENTER	1981093	Water	1.89
EMSAR, INC.	76252	Supplies	1,529.17
RIVER RUN AUTO PARTS	6538135133	Parts	34.38
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
US BANK	4977 102518	4977 - We Cut The Grass	104.40
US BANK	4977 102518	4977 - Strapworks	80.00
01-4230-6910 OTHER PURCHASED SERVICES			
MTE COMMUNICATIONS	056983 110118	DSL - Digital Subscriber Line	35.26
Total FIRE & RESCUE:			16,484.61

Vendor Name	Invoice Number	Description	Net Invoice Amount
STREET			
01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP202417	HRA	1,307.15
01-4310-3200 OPERATING SUPPLIES			
BUSINESS AS USUAL INC.	144303	supplies	8.40
D & B SUPPLY INC.	1126271	Uniforms	143.99
D & B SUPPLY INC.	58426	Vest	59.99
KNEADERY	090118	Wagon Days Breakfast	159.46
US BANK	2022 102518	2022 - Planner	112.34
01-4310-3500 MOTOR FUELS & LUBRICANTS			
WEX BANK	56426658	October Fuel	93.27
UNITED OIL	896708	37269 103118	4,878.38
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
DOMKE, RON	110218	Reimbursement for Travel	78.30
LHTAC	T21102189	T2 - Center Class	120.00
VERGEL, DAMON	100218	Reimbursement for meals for travel	69.27
GIOVANNONI, ANTHONY	111618	Meals Reimbursement for Travel	38.58
SWIDRISKI, MARK	110518	Reimbursement for Travel	17.95
MCSTAY, BRUCE	110218	Reimbursement for Meals	51.32
01-4310-5200 UTILITIES			
CITY OF KETCHUM	111418	9999 111418	82.49
CITY OF KETCHUM	111418	9993 111418	83.35
COX COMMUNICATIONS	205182701 102	205182701 102618	63.20
IDAHO POWER	2204882910 11	2204882910 111218	169.12
IDAHO POWER	2204882910 11	2204882910 111218	10.28
IDAHO POWER	2204882910 11	2204882910 111218	30.49
IDAHO POWER	2204882910 11	2204882910 111218	265.33
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
DIVERSIFIED INSPECTIONS, INC	IND1599	Bucket Truck and Overhead Crane	900.00
NAPA AUTO PARTS	935780	Ether	42.77
NAPA AUTO PARTS	952398	parts	89.99
NAPA AUTO PARTS	952405	parts	218.72
NAPA AUTO PARTS	952420	parts	51.98
NAPA AUTO PARTS	952561	Warning Banners	63.32
NAPA AUTO PARTS	952595	Flags	30.68
NAPA AUTO PARTS	952871	Air Filter	49.08
NAPA AUTO PARTS	952873	parts	59.98
NAPA AUTO PARTS	952874	parts	59.98
NAPA AUTO PARTS	952975	Air Filter	16.49
NAPA AUTO PARTS	953425	parts	60.68
RIVER RUN AUTO PARTS	6538134918	Parts	5.48
SCHAEFFER MFG. CO.	MU4088INV1	Oil Drum	1,250.15
UTILITY TRAILER SALES OF BOI	AI32615	#5 Truck Plow	520.30
WESTERN STATES CAT	IN000803757	Repairs	472.50
WESTERN STATES CAT	IN000806904	Repairs	334.80
WESTERN STATES CAT	IN000806910	Cutting Edge	915.58
WESTERN STATES CAT	IN000806916	Parts	480.68
JACKSON GROUP PETERBILT	191949	Parts	116.56
JACKSON GROUP PETERBILT	192714	Trail Mix	101.81
WINTER EQUIPMENT COMPANY	IV38264	Plowtrucks	3,876.77

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBO11646471	005831 101918	40.22
ALSCO - AMERICAN LINEN DIVI	LBO11650409	5831 110218	40.22
ALSCO - AMERICAN LINEN DIVI	LBO11652356	5831 110918	40.22
NORCO	25023003	52371 103118	215.61
TREASURE VALLEY COFFEE IN	216005847381	COFFEE	150.18
01-4310-6920 SIGNS & SIGNALIZATION			
ECONO SIGNS LLC	10948486	Signage	1,381.66
ECONO SIGNS LLC	10948840	Square Post	3,044.50
ECONO SIGNS LLC	10948868	Signage	125.29
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 11	2200059315 110818	5.34
IDAHO POWER	2200506786 11	2200506786 110818	7.68
IDAHO POWER	2201174667 11	2201174667 110818	9.10
IDAHO POWER	2202627564 11	2202627564 110818	8.13
IDAHO POWER	2203027632 11	2203027632 110818	5.34
IDAHO POWER	2204882910 11	2204882910 111218	54.20
IDAHO POWER	2204882910 11	2204882910 111218	512.01
IDAHO POWER	2204882910 11	2204882910 111218	110.80
IDAHO POWER	2205963446 10	2205963446 100818	20.75
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
BIG WOOD LANDSCAPE, INC.	16256	Telemark Dr.	175.01
COLOR HAUS, INC.	213462	Paint	116.61
D & B SUPPLY INC.	42816	Tarps	539.96
SALTWORX, LLC	1045	High Performace Road Salt	892.06
SALTWORX, LLC	1046	High Performace Road Salt	867.97
SALTWORX, LLC	1047	High Performace Road Salt	446.03
SALTWORX, LLC	1169	High Performace Road Salt	846.80
SALTWORX, LLC	1170	High Performace Road Salt	862.86
SALTWORX, LLC	1171	High Performace Road Salt	451.14
SALTWORX, LLC	1219	High Performace Road Salt	881.48
SALTWORX, LLC	1219C	High Performace Road Salt	881.48
SALTWORX, LLC	1273	High Performace Road Salt	837.68
SALTWORX, LLC	1274	High Performace Road Salt	836.58
SALTWORX, LLC	1275	High Performace Road Salt	450.05
SALTWORX, LLC	1489	High Performace Road Salt	848.26
SALTWORX, LLC	1490	High Performace Road Salt	844.98
SALTWORX, LLC	1491	High Performace Road Salt	443.48
EARTH & STRUCTURES	7479	Guard Rail Repair	3,750.00
Total STREET:			36,541.68
RECREATION			
01-4510-3250 RECREATION SUPPLIES			
US BANK	7926 102518	7926 - Swim Fins	143.64
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
US BANK	7926 102518	7926 - Power Cord	95.11
Total RECREATION:			238.75
Total GENERAL FUND:			160,050.59

Vendor Name	Invoice Number	Description	Net Invoice Amount
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-4210 PARADE PARTCPNT/FIDDLERS/POETS			
DILLWORTH, BRYAN	112018	Voided Check Reprint	200.00
Total WAGON DAYS EXPENDITURES:			200.00
Total WAGON DAYS FUND:			200.00
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-4250 ENERGY WORK PROGRAM			
OPEN SPACES NORTHWEST	55004	55004	1,250.00
03-4193-7193 WARM SPRINGS ROAD			
ROAD WORK AHEAD CONST. SU	TS-8542	Contract 20159	110.00
RAILCO, LLC	184701	Contract 20159	2,400.00
03-4193-7200 TECHNOLOGY UPGRADES			
CDW GOVERNMENT, INC.	PTT0377	Parts	1,650.00
MIICOR CONSULTING, INC.	15308	Update Model	524.00
03-4193-7400 COMPUTER/COPIER LEASING			
DELL FINANCIAL SERVICES	79728657	001-8998447-005	5,488.44
DELL FINANCIAL SERVICES	79736604	001-8998447-001	9,000.63
03-4193-7607 SIDEWALK/STREET REPAIRS			
S & C ASSOCIATES LLC	1253	18-1008 2018f Sidewalk Priorities	3,517.50
S & C ASSOCIATES LLC	1254	18-1037 2019 Sidewalk Infill	315.00
D. CO. CONCRETE	20235 - 2	20235 - 2	28,239.61
Total GENERAL CIP EXPENDITURES:			52,495.18
Total GENERAL CAPITAL IMPROVEMENT FD:			52,495.18
STREET CAPITAL IMPROVEMENT FND			
STREET CIP EXPENDITURES			
05-4310-7190 SIDEWALKS/STREET IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	014108952	Contract 20235	56.00
A.C. HOUSTON LUMBER CO.	014109132	Contract 20235	9.44
A.C. HOUSTON LUMBER CO.	014109332	Contract 20235	56.00
SAWTOOTH PLUMBING	21002	Contract 20235	331.53
05-4310-7601 FACILITIES MAINT. EQUIPMENT			
STOTZ EQUIPMENT	20281	John Deere XUV	14,825.00
Total STREET CIP EXPENDITURES:			15,277.97
Total STREET CAPITAL IMPROVEMENT FND:			15,277.97
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6060 EVENTS/PROMOTIONS			
CLEAR CREEK DISPOSAL	1175236	960 - 211 1st	150.88

Vendor Name	Invoice Number	Description	Net Invoice Amount
ENVIRONMENTAL RESOURCE C	110518	Recycling for special events	94.00
PERRY'S	103118	103118	82.34
FREUND, ALLISON	4	Snow Maze	100.00
ICE IS NICE	82944	Ice Bar	1,550.00
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	10780	Monthly Installment	55,475.00
Total ORIGINAL LOT TAX:			57,452.22
Total ORIGINAL LOT FUND:			57,452.22
ADDITIONAL1%-LOT FUND			
ADDITIONAL 1%-LOT			
25-4910-4220 SUN VALLEY AIR SERVICE BOARD			
SUN VALLEY AIR SERVICE BOA	110818	Direct Cost's	5,522.66-
SUN VALLEY AIR SERVICE BOA	110818	Sept 2018 Additional 1%	177,392.61
Total ADDITIONAL 1%-LOT:			171,869.95
Total ADDITIONAL1%-LOT FUND:			171,869.95
IN-LIEU HOUSING FUND			
IN-LIEU HOUSING EXPENDITURES			
52-4410-6020 BC-KETCHUM HOUSING AUTHORITY			
BLAINE COUNTY HOUSING	110118	1st Half Year Contract 2019	37,500.00
Total IN-LIEU HOUSING EXPENDITURES:			37,500.00
Total IN-LIEU HOUSING FUND:			37,500.00
WATER FUND			
63-3700-3600 REFUNDS & REIMBURSEMENTS			
SHANKLIN, ELIZABETH	110518	Refund	28.78
Total :			28.78
WATER EXPENDITURES			
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP202417	HRA	273.10
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	261149	Supplies	39.87
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	014114614	Supplies	2.98
ALSCO - AMERICAN LINEN DIVI	LBO11652381	005192 110918	19.45
ALSCO - AMERICAN LINEN DIVI	LBO11652383	005492 110918	48.47
D & B SUPPLY INC.	63245	Uniforms	61.49
LUNCEFORD EXCAVATION, INC.	9198	Road Mix	532.20
PIPECO, INC.	S3221763.001	Parts	6.91
PIPECO, INC.	S32224112.001	Parts	15.70
PIPECO, INC.	S32224279.001	Parts	20.65

Vendor Name	Invoice Number	Description	Net Invoice Amount
SHERWIN-WILLIAMS CO.	28646	Paint	12.58
YELLOWSTONE LEATHER PROD	10511	Gloves	26.10
63-4340-3250 LABORATORY/ANALYSIS			
GO-FER-IT	80617	292 103118	17.00
MAGIC VALLEY LABS, INC.	10231	Drinking water testing	253.00
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	896710	37271 103118	449.85
UNITED OIL	897841	37271 111518	441.38
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E257360	Compressed Gas	6.00
63-4340-4200 PROFESSIONAL SERVICES			
COLUMBIA ELECTRIC SUPPLY	8819563485	Tech Connect Renewal	1,569.00
WHEELER TANK TESTING	1468	Overfill Test and Mileage	1,100.00
63-4340-4300 STATE & WA DISTRICT FEES			
IDAHO DEPT. OF ENVIRONMEN	20190000505	Diesel	168.00
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO RURAL WATER ASSOCIA	13709	Skye Davis Cert Review	285.00
US BANK	3059 102518	3059 - Idaho Gov	30.00
US BANK	3059 102518	3059 - Idaho Gov	30.00
US BANK	3059 102518	3059 - Idaho Gov	30.00
US BANK	3059 102518	3059 - Suncoast Learning	150.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715 11	2087250715 110418	114.08
CENTURY LINK	2087255045 11	2087255045 110418	50.09
VERIZON WIRELESS	9818239844	2087203093	42.68
63-4340-5200 UTILITIES			
DIG LINE	0059150	Monthly Fee	249.52
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538134766	Parts	22.97
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
LAYNE PUMPS, INC.	24545	Pump Repairs	2,219.00
PLATT ELECTRIC SUPPLY	T761399	Parts	341.79
STANDARD PLUMBING SUPPLY	HXZT61	Supplies	46.27
USA BLUEBOOK	736918	pumps and supplies	1,964.33
63-4340-7100 WATER EASEMENTS, LAND, ETC			
BUREAU OF LAND MANAGEME	L38887 111618	2019008761	250.00
BUREAU OF LAND MANAGEME	L38887 111618	2019008760	1,211.20
BUREAU OF LAND MANAGEME	L38887 111618	2019008762	5,500.00
Total WATER EXPENDITURES:			17,600.66
Total WATER FUND:			17,629.44
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			

Vendor Name	Invoice Number	Description	Net Invoice Amount
64-4340-7800 CONSTRUCTION			
FERGUSON ENTERPRISES, INC.	0700799	parts	3,460.66
S & C ASSOCIATES LLC	1247	17-1010 Warm Springs Sidewalk	367.50
S & C ASSOCIATES LLC	1251	17-1050 Phase 2 Aspen Sewer Repair	157.50
CANYON EXCAVATION. LLC	20298 - 1	20298 - 1	28,975.00
CANYON EXCAVATION. LLC	20298 111618	20298 - Retention	1,525.00
64-4340-7802 KETCHUM SPRING WA CONVERSION			
LUNCEFORD EXCAVATION, INC.	9189	1/2 Contract 20174	4,460.00
S & C ASSOCIATES LLC	1249	17-1029 Ketchum Springs Water Service	105.00
CANYON EXCAVATION. LLC	20174 - 5	20174 - 5	17,638.46
CANYON EXCAVATION. LLC	20174 - RETE	20174 - Rentention	8,369.50
Total WATER CIP EXPENDITURES:			65,058.62
Total WATER CAPITAL IMPROVEMENT FUND:			65,058.62
WASTEWATER FUND			
65-3700-3600 REFUNDS & REIMBURSEMENTS			
SHANKLIN, ELIZABETH	110518	Refund	113.90
Total :			113.90
WASTEWATER EXPENDITURES			
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP202417	HRA	2,448.20
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP202417	HRA Vision	312.34
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	261149	Supplies	39.88
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11652381	005192 110918	19.45
ALSCO - AMERICAN LINEN DIVI	LBO11652382	005292 110918	86.96
CHATEAU DRUG CENTER	1978058	Supplies	19.74
CHATEAU DRUG CENTER	1980214	Supplies	3.32
CHATEAU DRUG CENTER	1983532	Supplies	10.24
D & B SUPPLY INC.	63245	Uniforms	61.49
D & B SUPPLY INC.	66478	Uniforms	169.99
D & B SUPPLY INC.	66706	Uniforms	134.97
D & B SUPPLY INC.	97841	Uniforms	149.97
FEDEX	635558490	635558490	7.17
TREASURE VALLEY COFFEE IN	216005815548	COFFEE	210.72
UPS STORE #2444	4430	4430 shipping 100318	10.01
UPS STORE #2444	4471	4471 shipping 101018	10.01
UPS STORE #2444	4502	4502 shipping 101718	10.01
UPS STORE #2444	4554	4554 shipping 102418	14.36
UPS STORE #2444	4591	4591 shipping 103118	10.59
US BANK	3042 102518	3042 - Uniforms	170.80
YELLOWSTONE LEATHER PROD	10510	Gloves	92.40
65-4350-3400 MINOR EQUIPMENT			
US BANK	3042 102518	3042 - Supplies	47.94

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	896709	37270 103118	104.19
UNITED OIL	897840	37270 111518	108.40
65-4350-3800 CHEMICALS			
NORTH CENTRAL LABORATORI	414731	Chemicals	231.28
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	57928	chemicals	1,006.42
BANYAN TECHNOLOGY INC.	20528	Contract 20280 Consulting	9,527.00
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO BUREAU OF OCCUPATIO	110618	WW Licensure Exam for Jeff Leamon	62.00
US BANK	3042 102518	3042 - Education	73.85
RIGGS, CHAD	110518	CDL Test and License	150.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	9818239844	2087200427	25.33
VERIZON WIRELESS	9818239844	2087205404	40.01
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 11	2202158701 111318	7,569.90
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
AQUA-AEROBIC SYSTEMS, INC.	1017493	Coth Sock	16,536.69
CHATEAU DRUG CENTER	1977866	Supplies	56.97
CLEARWATER POWER EQUIPME	10261808	Belt A 132	56.15
LES SCHWAB	11700515676	1594 Tractor Work	169.26
NAPA AUTO PARTS	951978	Switch	39.45
NAPA AUTO PARTS	952152	Credit	14.49
PLATT ELECTRIC SUPPLY	Z368902	Parts	92.48
PLATT ELECTRIC SUPPLY	Z370210	Fuse	78.52
RIVER RUN AUTO PARTS	6538134563	Parts	41.11
RIVER RUN AUTO PARTS	6538135002	Supplies	8.58
US BANK	3042 102518	3042 - Equipment	17.08
US BANK	3042 102518	3042 - Supplies	121.26
US BANK	3042 102518	3042 - Equipment	99.96
US BANK	3042 102518	3042 - Equipment	135.90
US BANK	3042 102518	3042 - Filters	496.00
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
UNITED OIL	896709	37270 103118	127.88
Total WASTEWATER EXPENDITURES:			41,001.74
Total WASTEWATER FUND:			41,115.64
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7600 MACHINERY AND EQUIPMENT			
US BANK	3042 102518	3042 - Equipment	1,199.00
67-4350-7810 HEADWORKS CONSTR. & EQUIP.			
HDR ENGINEERING, INC.	1200157511	20175 1200157511	10,682.49
RSCI	6	Contract 20167 - SVWSD Headworks Improvements	245,890.83

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WASTEWATER CIP EXPENDITURES:			257,772.32
Total WASTEWATER CAPITAL IMPROVE FND:			257,772.32
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			
94-4900-8078 SPACHMAN(DRYWELL)-451 E RIVER			
SPACHMEN, MICHAEL	110218	ROW Bond Refund	2,000.00
Total DEVELOPMENT TRUST EXPENDITURES:			2,000.00
Total DEVELOPMENT TRUST FUND:			2,000.00
Grand Totals:			878,421.93

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Receive and File Treasurer's Monthly Financial Report

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

- State statute establishes requirements for monthly financial reports from the City Treasurer.
- The September financials have been posted on the website in accordance with City practice and will be presented at a future meeting once the audit is complete, in accordance with State Statute.
- The October financials have also been posted on the website and the October financial review charts are attached herein.

Introduction and History

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

Analysis

Pursuant to the above statutory requirements, enclosed for Council review is a monthly financial report showing the financial condition of the City in the current fiscal year. This report, along with complete financial statements, is available on the City's website.

Financial Impact

There is no financial impact to this reporting.

Attachments

- Attachment A: Monthly Financial Report Charts



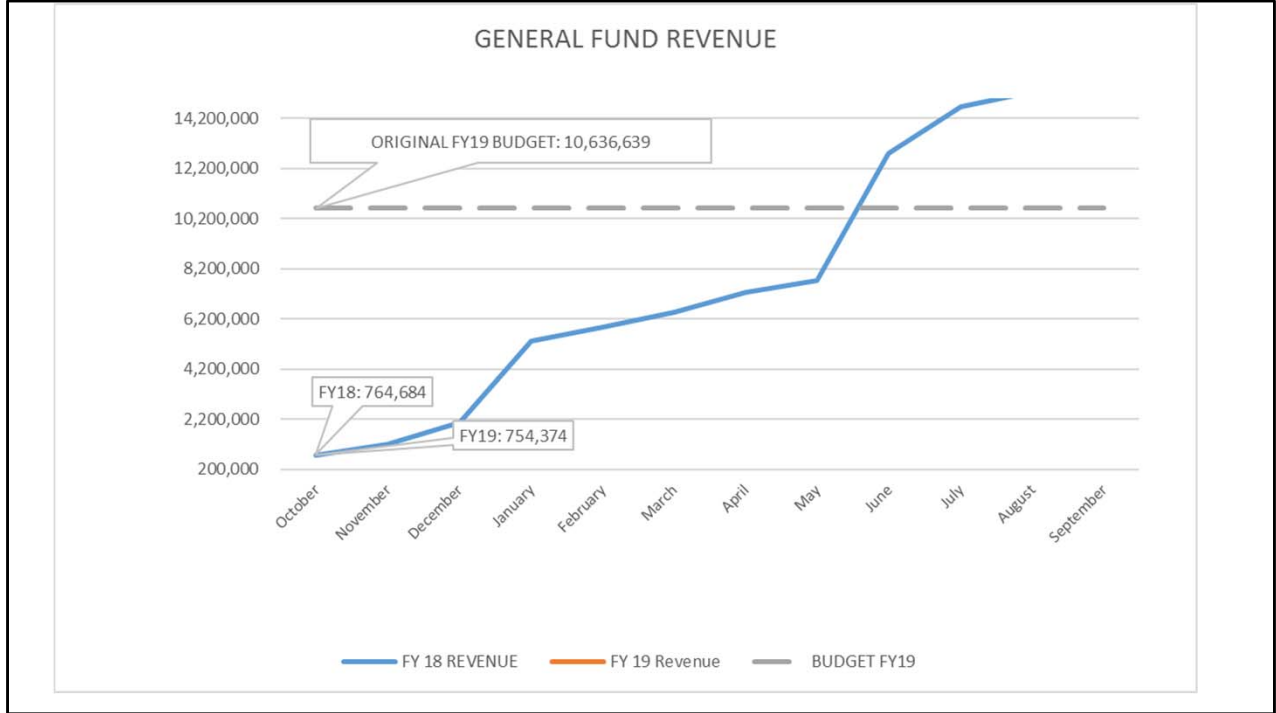
Monthly Financial Reports

As of October 31, 2018

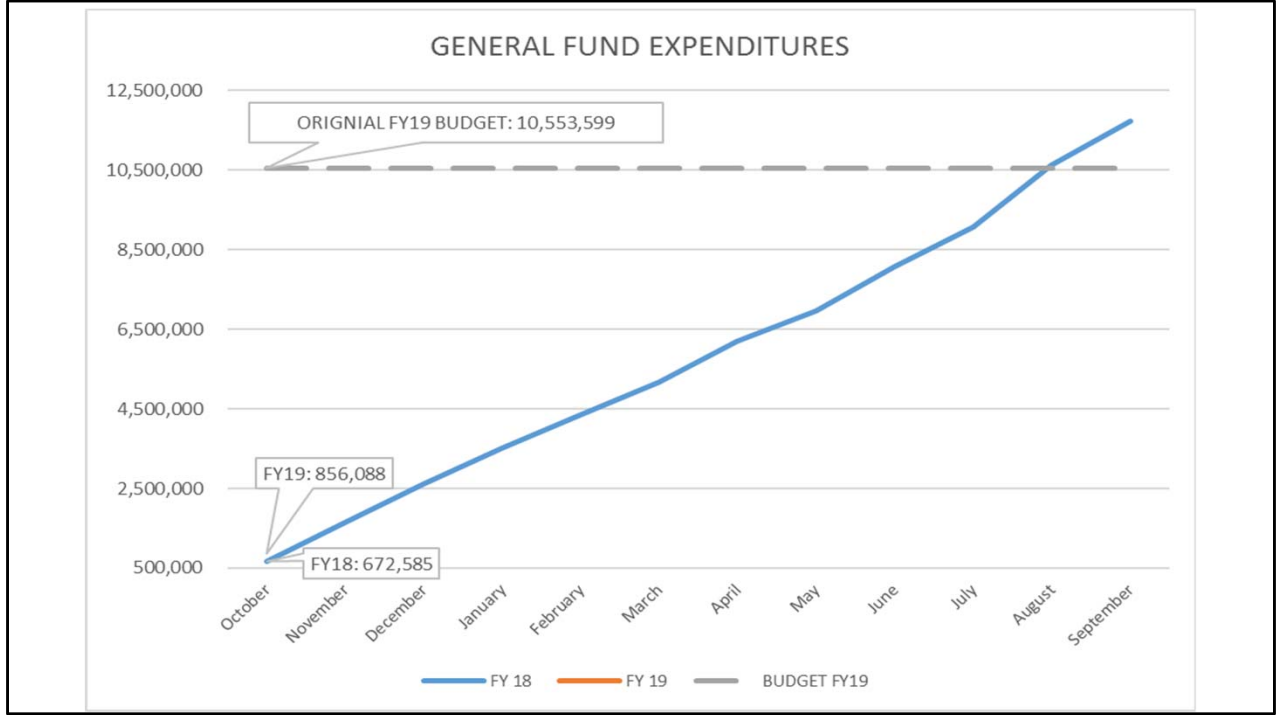
This packet is divided into four sections: (1) General Fund charts (pages 3-14); (2) Original LOT charts (pages 16-19); (3) Enterprise Fund charts (pages 21-24); and (4) URA charts (pages 26-27).

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

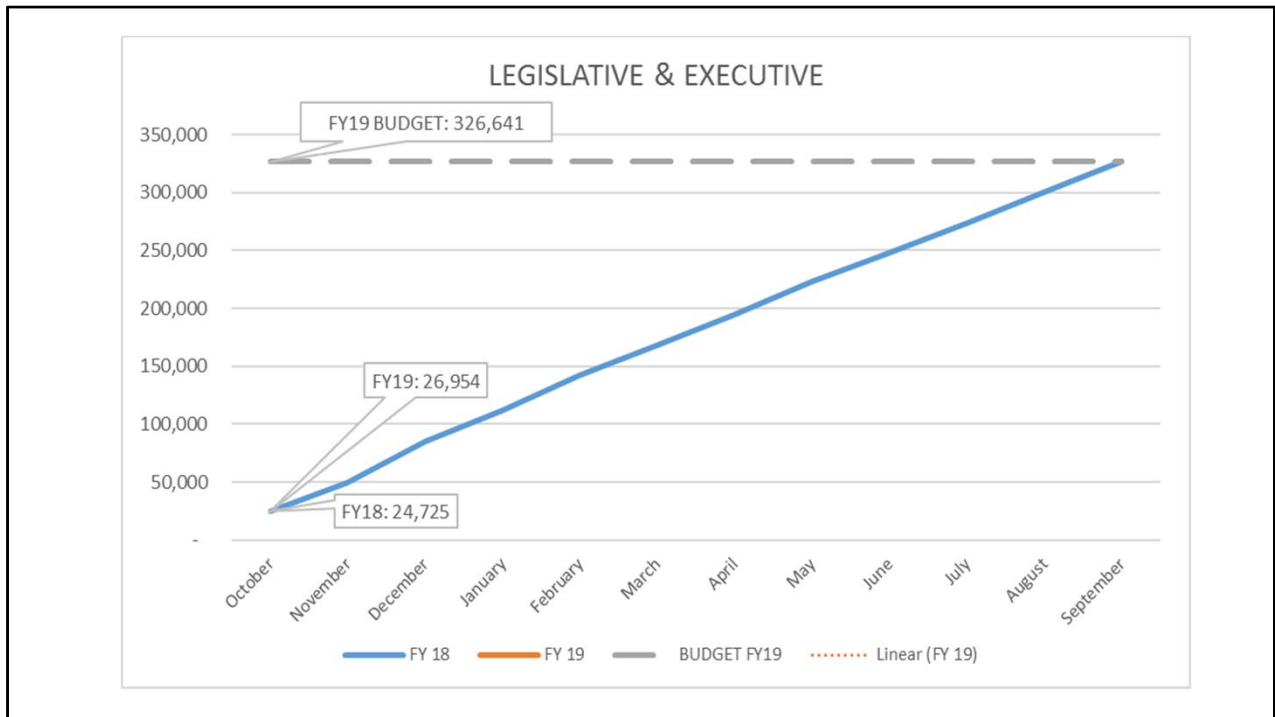
General Fund



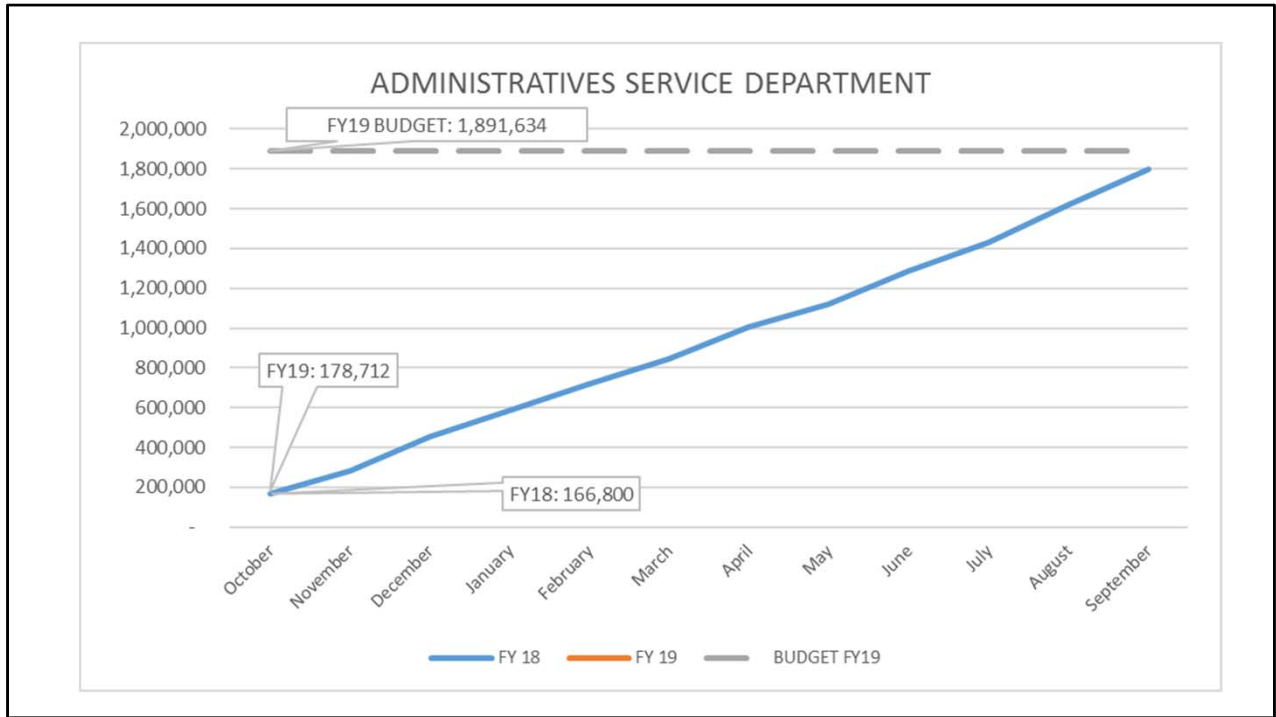
The General Fund revenue is down approximately \$10,310 (1.3%) in FYTD.



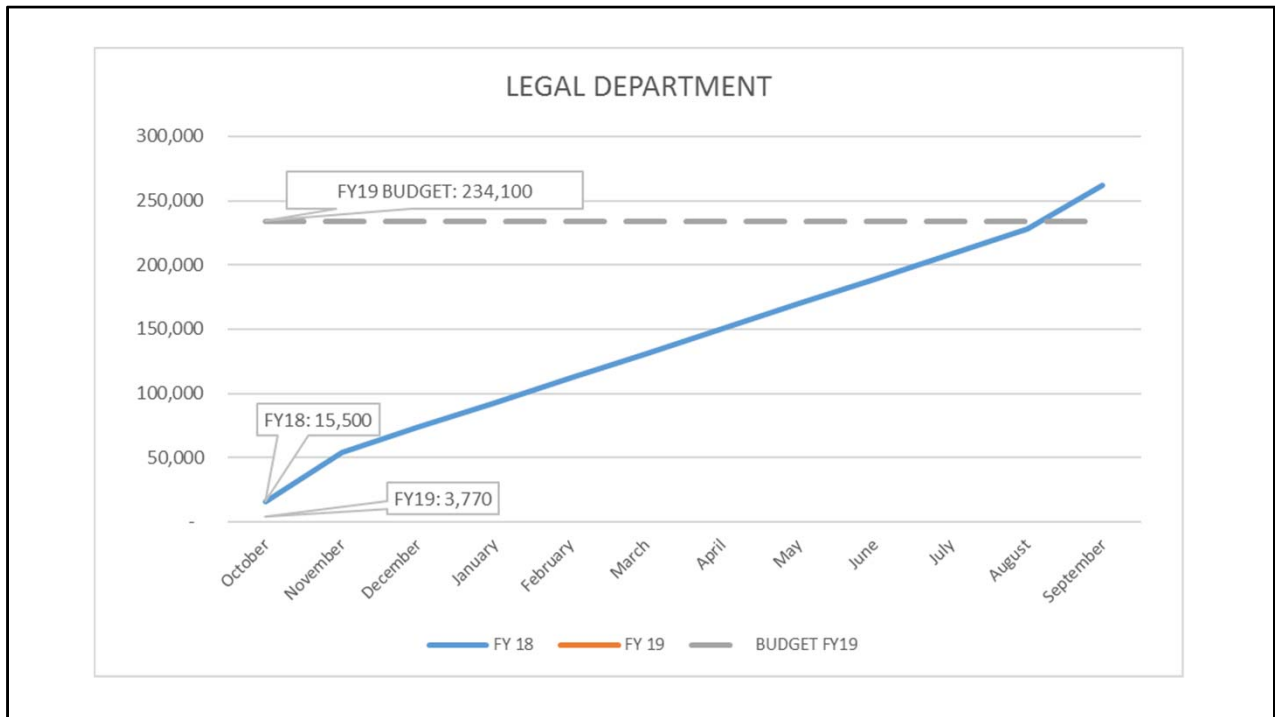
The General Fund expenditures are up \$183,503 (27.3%) FYTD. This increase is largely due to the timing of the BCSO Contract payment in FY 18.



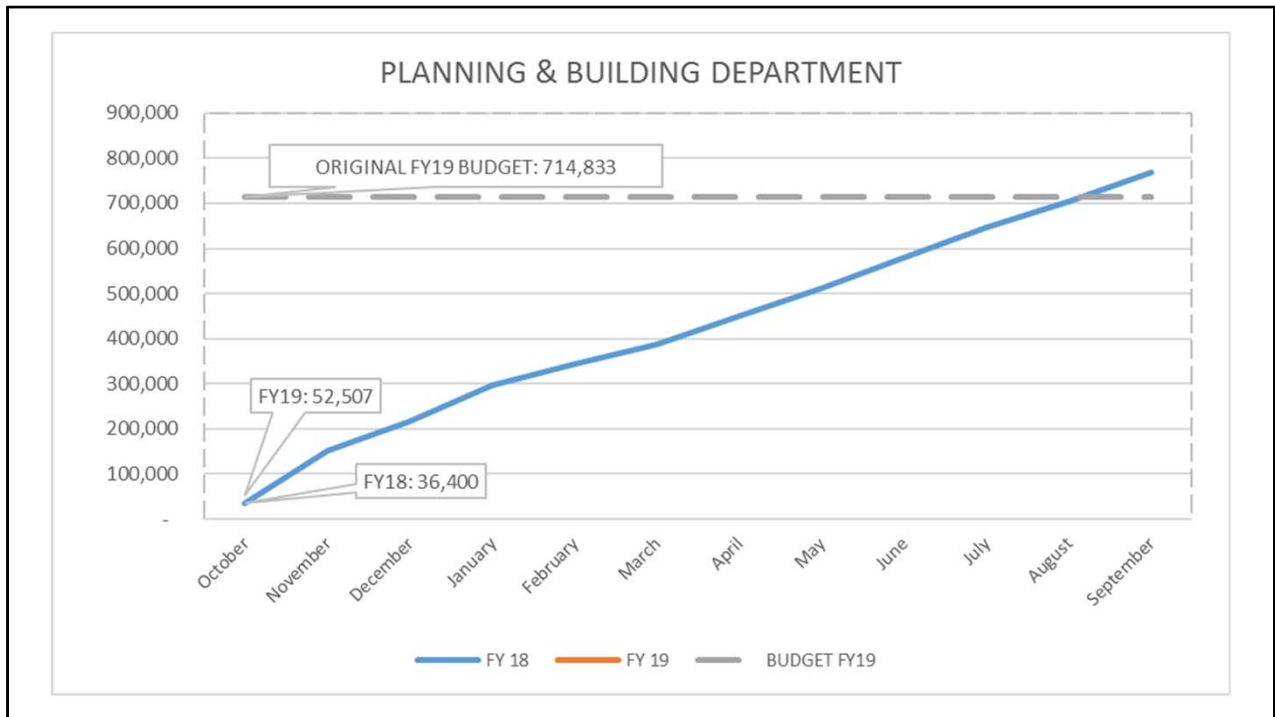
The Legislative & Executive Department expenditures are up \$2,229 (9%) FYTD due to benefit election changes relative to the prior year.



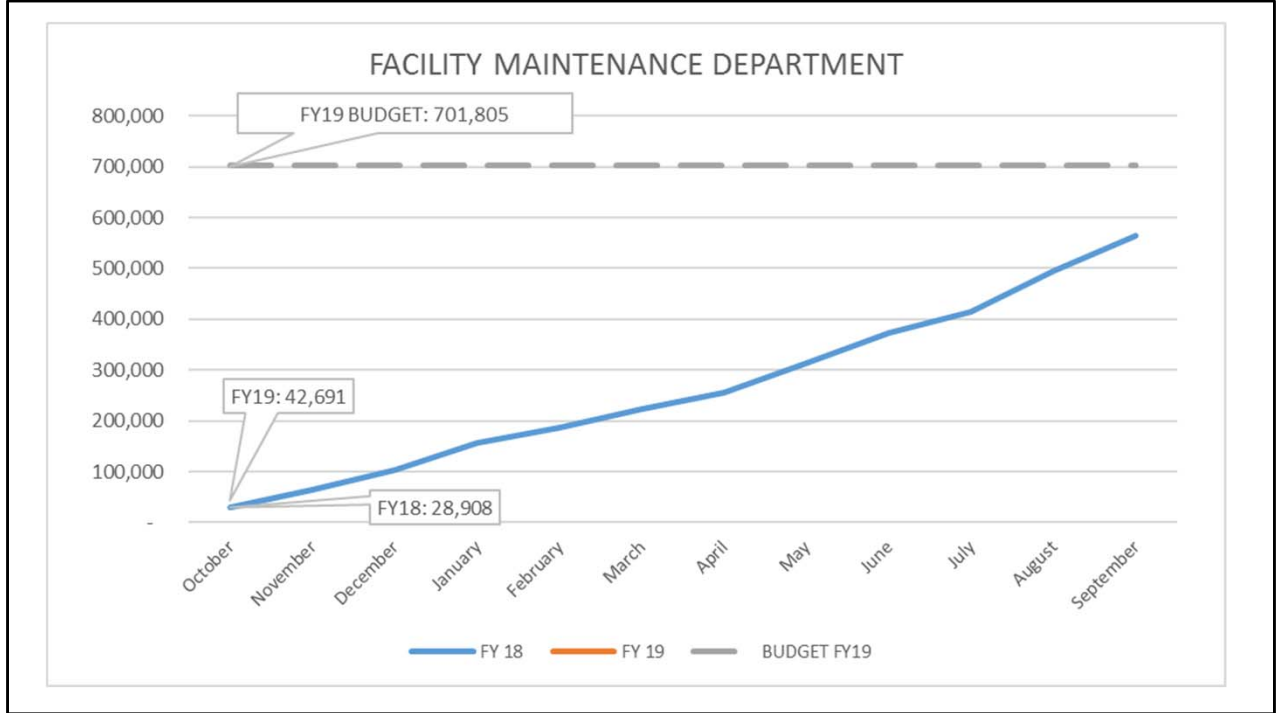
The Administrative Services Department expenditures are up \$11,912 (7.1%) FYTD. This increase is due largely to professional services utilization.



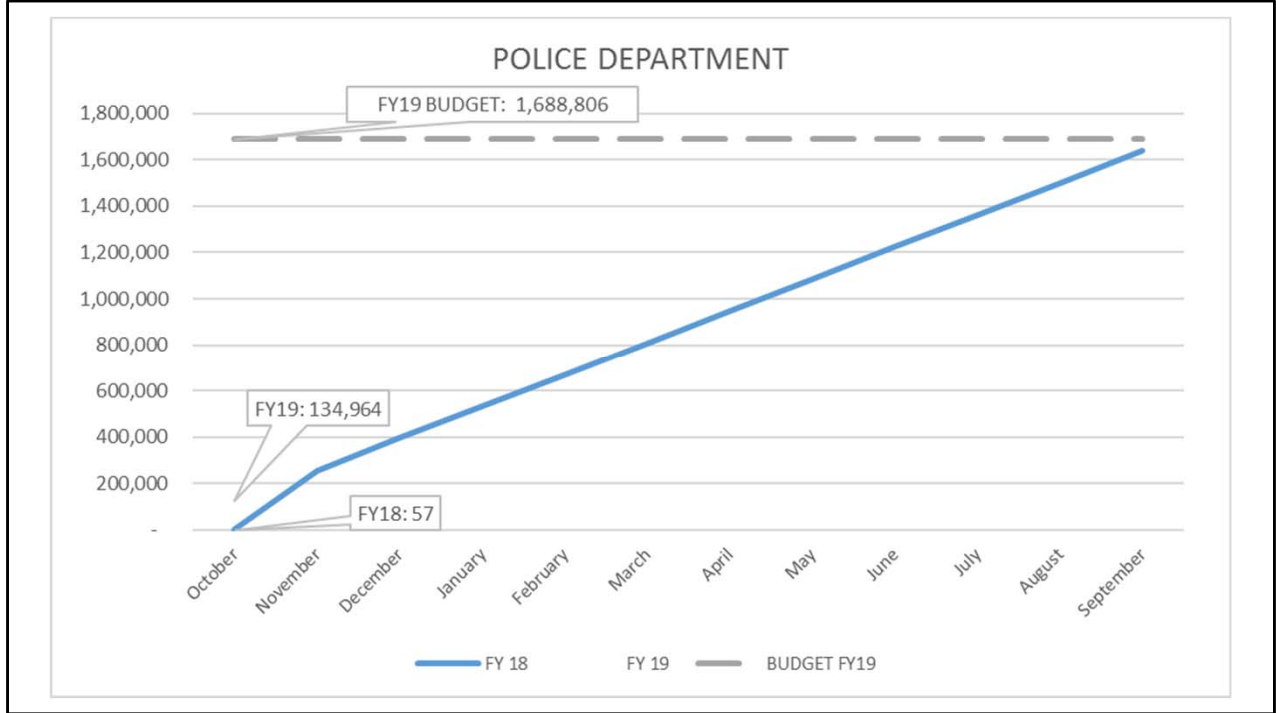
The Legal Department expenditures are down \$11,730.00 (75.7%) FYTD. This decrease is largely due to the timing of the contract billing with White Peterson relative to the prior year.



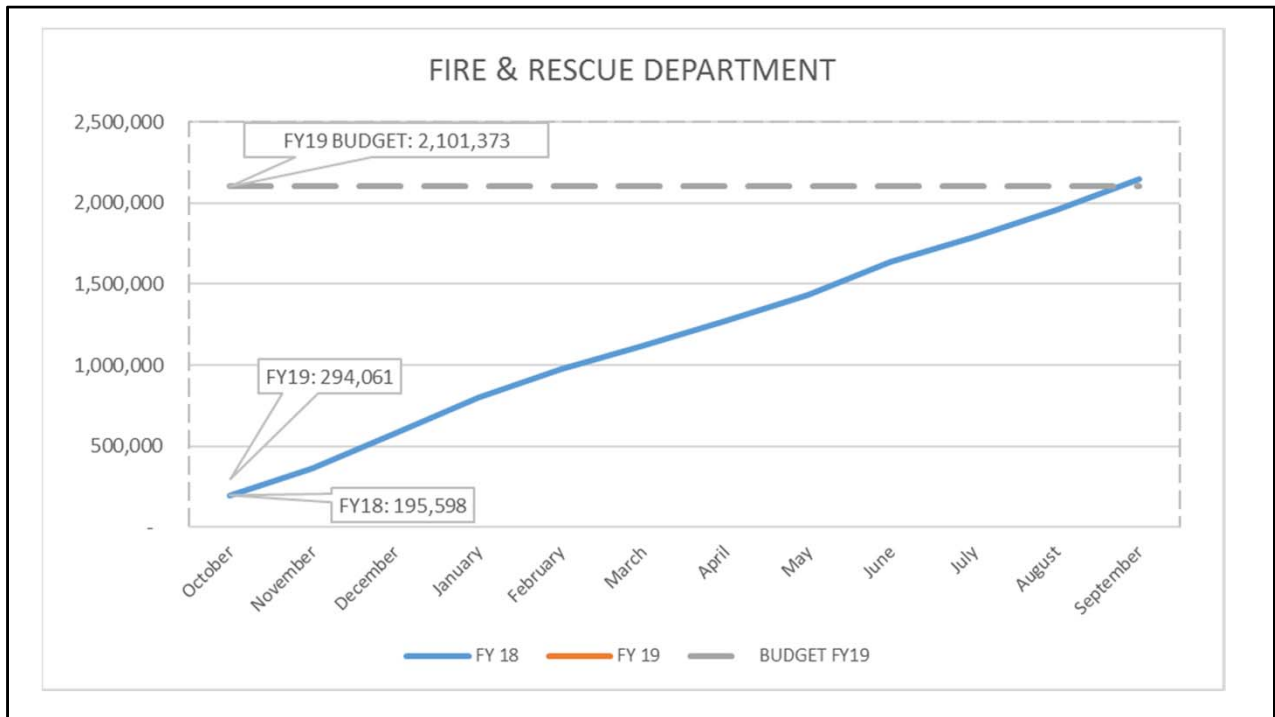
The Planning & Building Department expenditures are up \$16,107 (44.3%) FYTD. This increase is largely due to payments to the Department of Building Safety.



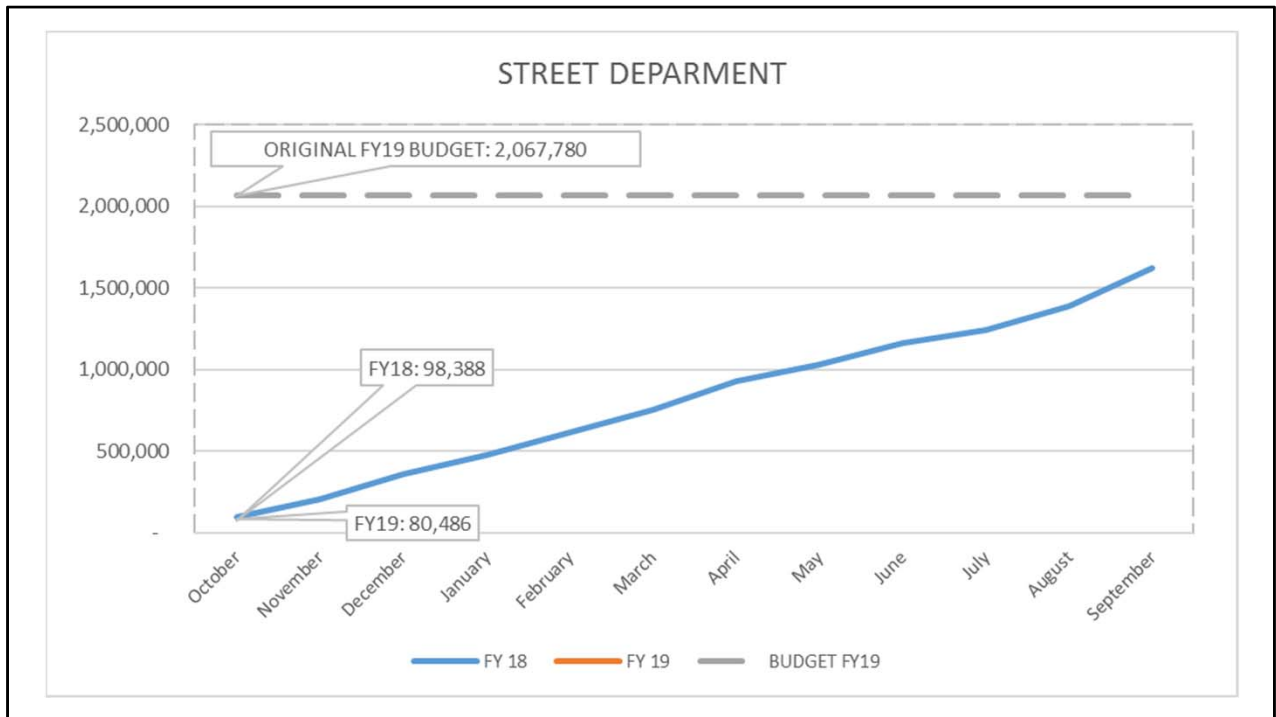
The Facilities Maintenance Department expenditures are up \$13,783 (47.7%) FYTD. This increase is largely due to increased salary and benefit expenditures as the department has filled previously vacant positions.



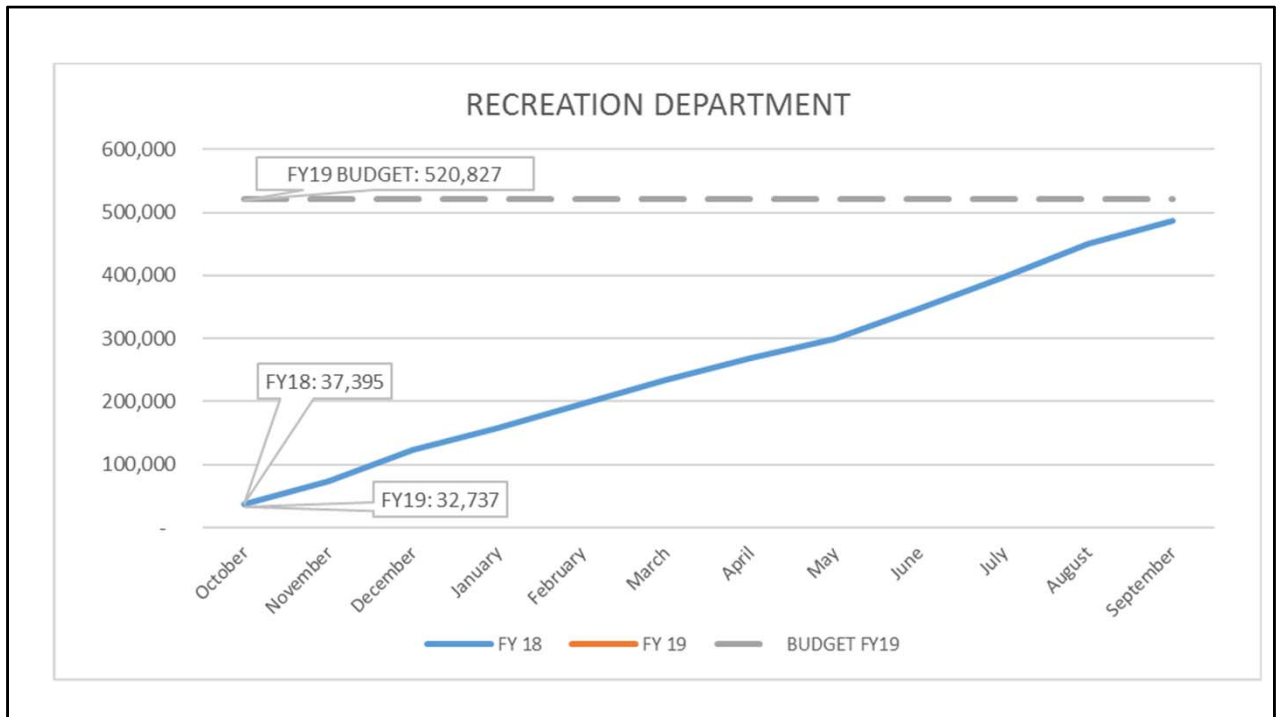
The Police Department expenditures are up \$134,907 FYTD. This increase is due to timing of the BCSO payment.



The Fire & Rescue Department expenditures are up \$98,463 (50.3%) FYTD. This increase is largely due to staffing changes.

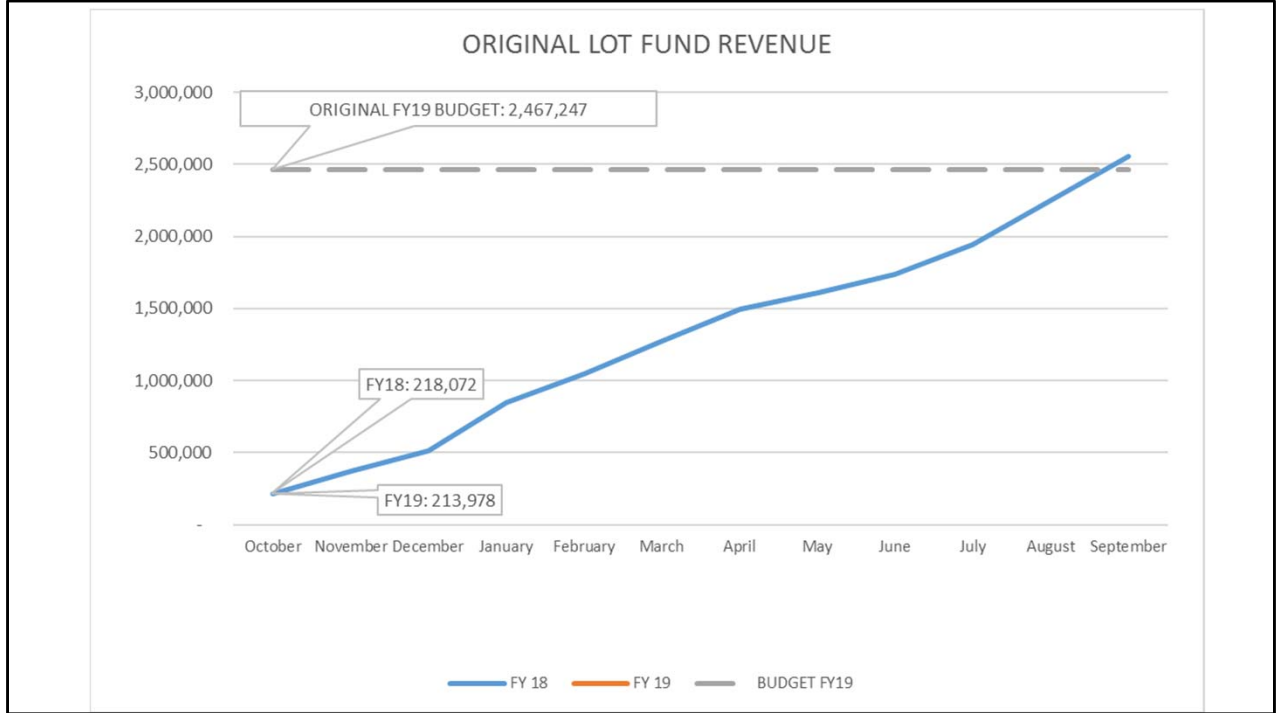


The Streets Department expenditures are down \$17,902 (18.2%) FYTD. This decrease is largely due to the timing of bills in FY18.

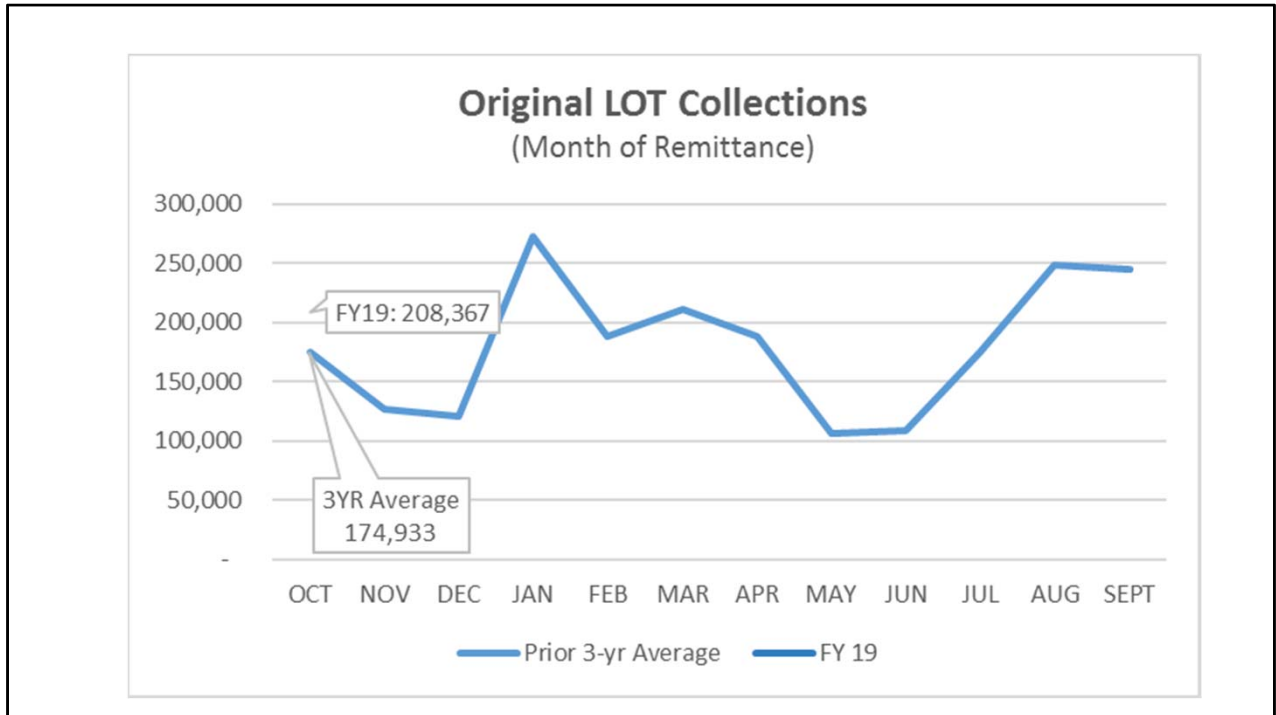


The Recreation Department expenditures are down \$4,658 (12.5%) FYTD. This decrease is largely due to salaries and benefits from staffing changes.

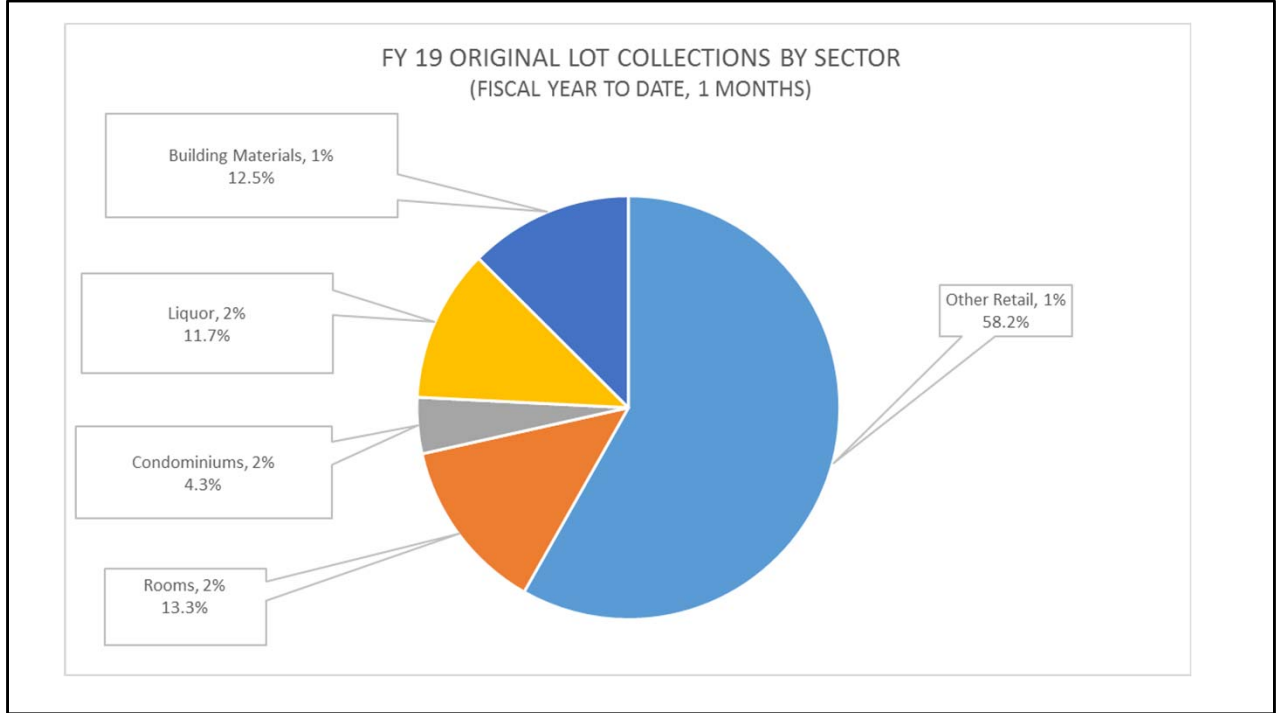
LOT Analysis



Revenue to the Original LOT Fund is down \$4,094 (1.9%) in FYTD.

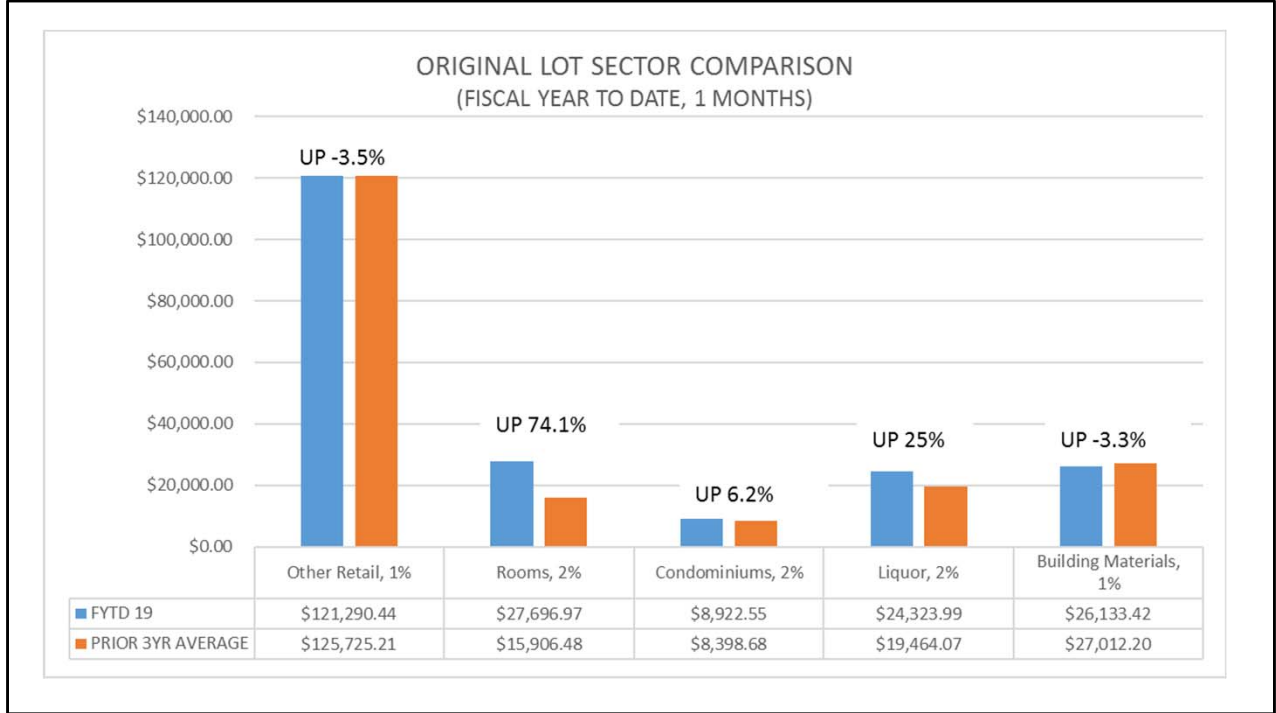


Revenues from Original LOT covered sales are up approximately 19.1% over the average of the prior three years.



To date in FY 19 (1 month), Original LOT collections have been generated by each sector as follows:

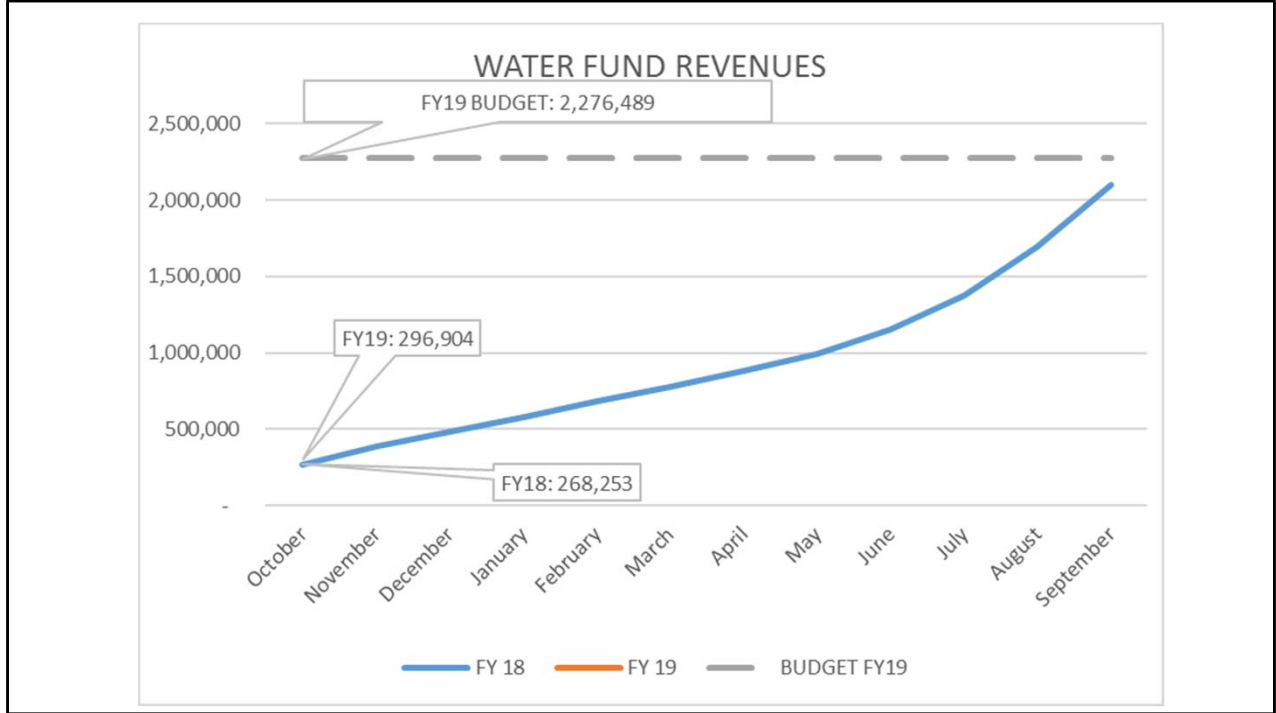
1. Retail has generated 58.2% of the total.
2. Building Materials have generated 12.5%.
3. Liquor has generated 11.7%.
4. Rooms have generated 13.3%.
5. Condominiums have generated 4.3%.



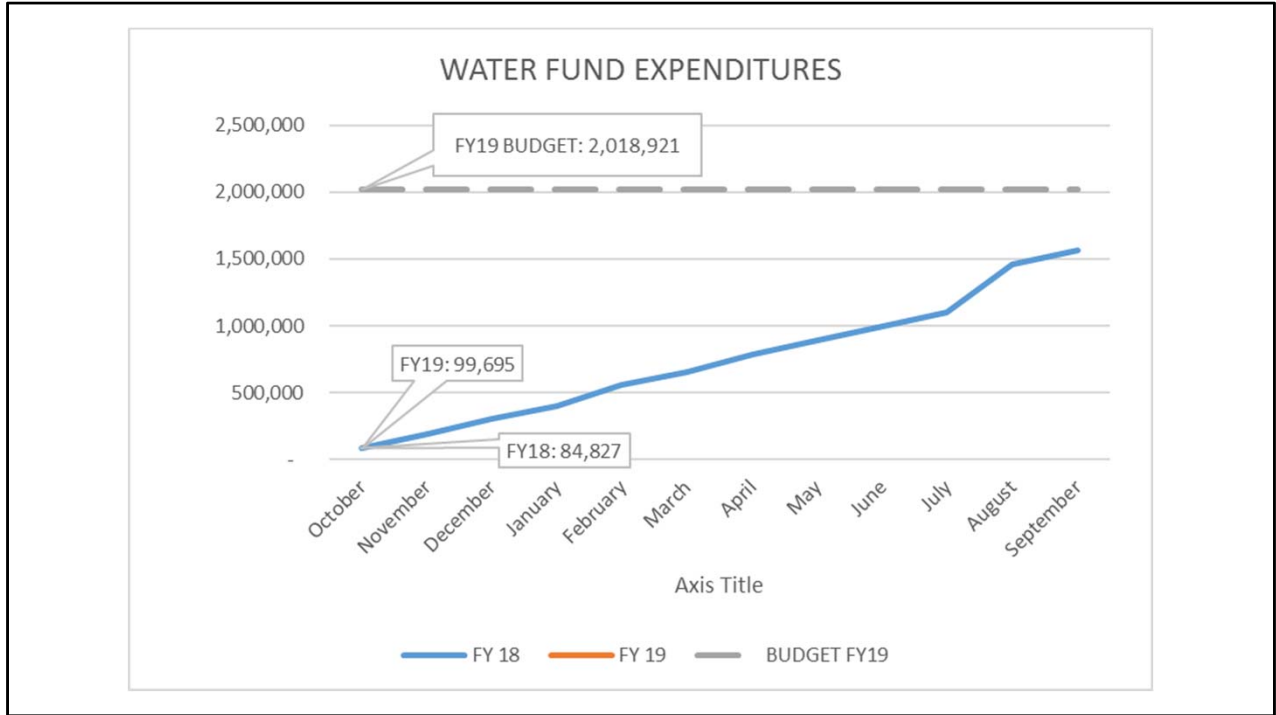
Through the first month of FY 19 collections compared to the prior three year average are as follows:

1. Retail is down 3.5%.
2. Rooms are up 74.1%.
3. Condominiums are up 6.2%
4. Liquor is up 25%.
5. Building Materials are down 3.3%.

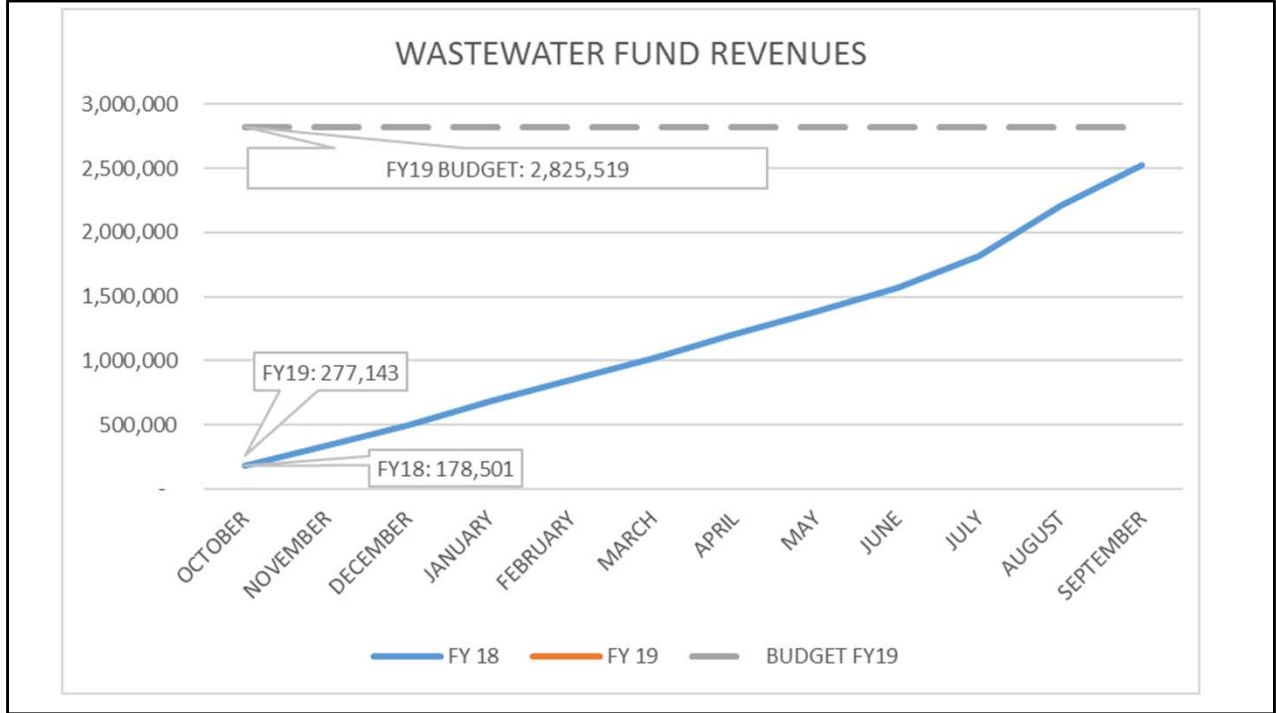
Enterprise Funds



The Water Fund revenues are up \$28,651 (10.7%) FYTD. This increase is due to changes to the water rate structure implemented as part of the FY 19 budget.

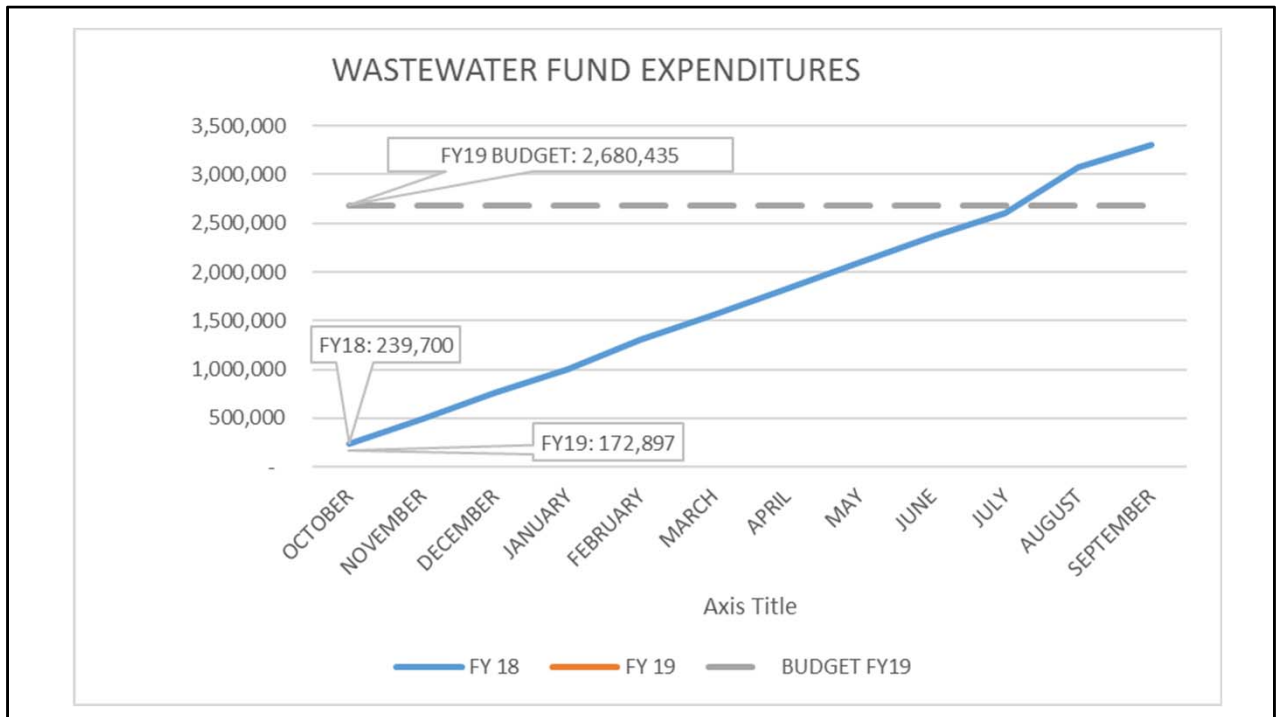


The Water Fund expenditures are up \$14,868 (17.5%) FYTD. This increase is largely due to the timing of bills in FY18.



The Wastewater Fund revenues are up \$98,642 (55.3%) FYTD. This increase is due to two primary factors:

1. The timing of revenue from the Sun Valley Water and Sewer District (\$63,822); and
2. Wastewater rate increases included in the FY 19 budget which have added approximately \$34,880 FYTD.



The Wastewater Fund expenditures are down \$66,803 (27.9%) FYTD. The decrease is due to the level of inter-fund transfers to the Wastewater Capital Improvement Fund.



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the following business has filed for a new license, pro-rated for eight months and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1st. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor) per application.

Analysis

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

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council for 2018-19</u>	<u>Total Amount of Fees</u>
The Cookbook Restaurant	X	X	X	X		11/26/2018	433.44

Financial Impact

- The City of Ketchum will realize revenue of approximately \$433.44 from approval of these licenses in accordance with the current fee structure

Sincerely,

Grant Gager
Director of Finance and Internal Services
Attachments: Alcohol applications



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: TBURITA LLC	Doing Business As: COOKBOOK RESTAURANT	
Physical Address where license will be displayed: 271 7TH STREET EAST, KETCHUM		
Mailing Address: PO BOX 4913 KETCHUM, ID 83340		
Recorded Owner of Property: PIAZZA NAVONA LLC		
Applicant Phone Number: 208-720-0607	Applicant Email: TBURKE SMITH @ GMAIL.COM	
STATE LICENSE NO: _____ (copy required)	COUNTY LICENSE NO: _____ (copy required)	
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: PETER B. SMITH _____ _____ _____	
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00 133.36
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00 33.36
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00 133.36
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00 133.36
LIQUOR LICENSE FEES		
	Liquor by the Drink	\$560.00
Total Fees Due		\$4,133.44
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract #20296 FY2019 Contract for Design Services

Recommendation and Summary

Staff recommends Council approve sole source contract #20296 with Molly Snee for artistic design services for the City of Ketchum.

"I move to approve contract #20296 with Molly Snee for artistic design services for the City of Ketchum.

- Molly Snee has been providing design services of a unique nature to the City of Ketchum since January 2018.
- Molly Snee is familiar with the advertising needs of the city for newspaper, social media, Visitor Center, posters, Wagon Days promotional materials, etc.
- Molly Snee has developed a consistent branding style for the city's events, including public workshops and Wagon Days.

Introduction and History

In 2018, Molly Snee assisted the city in redesigning and reorganizing its newsletter. Since then, her work has established the city's branding style for all advertising, including brochures, advertising for participants in city programs (recreation), city events, Wagon Days and public workshops. Molly's work is produced in a timely manner and often on the same day a request is made. Molly responds to last-minute requests and changes immediately upon notice.

Analysis

Ketchum has an abundance of talented individuals. The city is committed to working with local talent as often as possible. The city is fortunate to work with one that can offer unique material with every project and has the availability to respond to the city's needs immediately upon request. Molly is the best source for artistic and design services for the City of Ketchum. She is well-aware of the city's requirements and became intimately involved with Wagon Days from the design of the annual poster and its adaption for all promotional materials to rack cards to brochure to ads. Contracting with Molly will save staff time and city funds because of the knowledge she has acquired over the past year and the branding she has developed. Professional services such as this are typically renewed each year for up to three (3) years. At that time, an RFP will be issued.

Financial Impact

The contract amount for Molly Snee services is \$4,500 per month, \$54,000 per year.

Attachment: Contract #20296



City of Ketchum

Design Services Agreement #20296
Molly Snee

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into effective as of _____ by and between Molly Snee (“Contractor”) and the City of Ketchum (“City”), an Idaho municipal corporation (Molly Snee and City of Ketchum are, collectively, the “Parties”) with reference to the following facts:

RECITALS

- A. The City of Ketchum desires to produce and distribute a bi-monthly newsletter to its database; promote advertising for city events, including Wagon Days and public workshops; and advertise for city positions and recreational opportunities.
- B. City utilizes various mediums to distribute informational materials such as its website, newspaper, electronic newsletter, social media and Visitor Center digital screens.
- B. Contractor has the expertise and artistic skills necessary to design materials to promote for the city in all available communication channels.
- C. City desires to retain the services of Contractor and Contractor desires to provide the services, as set forth herein for one year, beginning on the effective date of this contract.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Description of Services.** Contractor shall complete the tasks on the schedule as outlined in Addendum 1, attached hereto and incorporated herein by this reference (the “Services”).
2. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Contractor four thousand, five hundred dollars (\$4,500) to be billed at the end of each month of service.
3. **Term – Month to Month.** This Agreement shall be effective for a period of one year from the signing date of Contract unless terminated as provided herein. The Parties hereby agree that in the event City, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, City may terminate this Contract without penalty upon thirty (30) days written notice to the Contractor. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Contractor shall submit a report of expenditures to the City. Any City funds not encumbered for authorized expenditures by the Contractor at the date of termination shall be refunded to City within twenty (20) days.

4. **Independent Contract/No Partnerships or Employee Relationship.**

a. By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

b. In rendering the services contemplated by this Agreement, Contractor is at all times, acting as an Independent Contractor and not as an employee of the City. Contractor shall have no rights or obligations as an employee by reason of the Agreement, and City shall not provide Contractor with any employee benefits, including without limitation, any City-sponsored retirement, vacation or health insurance program.

c. City shall not exercise any control whatsoever over the manner in which Contractor performs the obligations contemplated herein.

d. Contractor may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

e. Branding style created for City will remain exclusive to City.

f. City shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Contractor. Contractor hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Contractor's failure to pay such payroll or employment taxes.

5. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

6. **Representations and Warranties by Contractor.** Contractor hereby represents and warrants to City as follows:

a. Contractor has the knowledge, experience, expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce materials required by City.

b. Illustration work created for City projects may be reused in the realm of social media and limited-use projects, however all illustrations remain the property of Contractor unless otherwise agreed upon.

c. Contractor hereby acknowledges that all writings and documents, including without limitation, email containing information relating to the conduct or administration of the public's business prepared by Contractor for City, regardless of physical form or characteristics, may be public records pursuant to Idaho Code Section 74-101 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

7. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.
9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement, or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.
10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of each of the legal successors, assigns, transferees, grantees and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.
11. **Mediation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.
12. **Attorneys' Fees and Costs.** In the event that any of the Parties is required to incur attorneys' fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney's fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.
13. **Entire Agreement.** This Agreement contains the final, complete, exclusive and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.
14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

17. **Interpretation.**

a. Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.

b. This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.

c. The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.

d. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.

18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.

19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** Contractor shall indemnify and hold harmless City and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of Contractor or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted, or action taken by the City, directly or indirectly, in conjunction with this Agreement.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

CITY OF KETCHUM

MOLLY SNEE

Neil Bradshaw
Mayor

Molly Snee

ATTEST:

Robin Crotty
City Clerk

Addendum 1: "The Services"

Contractor will provide the following design services to City in accordance with Contract #20296.

NEWSLETTER

- Contractor will work with City to organize content and design an effective format for the City newsletter, distributed online every Thursday, prior to City Council meeting.
- Contractor will employ the use of illustration or photography at its discretion. This includes the use of a full-color, "seasonal illustration" that changes every three months.

ADDITIONAL DESIGN WORK

- Contractor's services will be available for any printed material, advertising or marketing projects for City needs, up to 25 hours per month.
- Contractor will be given at least three (3) business days' notice for single-piece design projects (i.e. newspaper ads, fliers), and at least ten (10) business days' notice for complex design projects (i.e. designing for an event which requires several pieces of advertising, signage and/or branding).
- Contractor shall employ the use of illustration at its discretion. If custom artwork or branding design is requested, additional fees may be required (see "Custom Work").

WAGON DAYS

- Contractor will work with City to design and illustrate printed materials and marketing for Wagon Days, up to 25 hours per month.
- Contractor will create an original illustration to serve as the Wagon Days poster. This poster may be used for promotional use, as well as decorative reproduction on event merchandise.

CUSTOM WORK

- Custom Work is defined as any type of project not outlined above, or any project resulting in additional hours outside of the time outline above as part of Contractor's monthly retainer services. This may include, but is not limited to, permanent installation, special use, long-term use or purchase of work created by Contractor.
- Custom Work is subject to additional fees, based on the work itself and the nature of its use.



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Contract 20295 With AmeriGas for Propane Supply and Equipment Lease

Recommendation and Summary

Staff is recommending the council provide authorization to the Mayor to enter into a service agreement with AmeriGas for propane supply and equipment leasing service at the fire training facility:

"I move to approve Contract 20295 with AmeriGas and authorize the Mayor to sign the Contract, subject to approval by the City Attorney."

The reasons for the recommendation are as follows:

- The City recently took ownership of the fire training facility on Lewis Street.
- The fire training facility requires propane to perform certain training functions.

Introduction and History

The Ketchum Sun Valley Volunteer Association recently transferred title of the fire training facility on Lewis Street to the City of Ketchum. In order to use the facility for certain training functions, a propane supply is necessary.

Analysis

The City of Ketchum has reviewed propane supply arrangements in the Valley and determined that AmeriGas offers a product and service that meets the needs of the fire training facility.

Financial Impact

Under the contract, the City will pay the local area index price plus a \$0.58 per gallon supply fee. Any purchases made under this contract will be funded jointly through the Ketchum Fire Department's training budget and City of Sun Valley.

Attachments

- Attachment A: AmeriGas Contract 20295

ATTACHMENT A

PRICE OF PROPANE

Area Index

Subject to the provisions of the Propane Supply Agreement and Equipment Lease, the price for propane will be the Company's local Area Index, plus _____ per gallon and any applicable taxes, fees, rates and charges.* This pricing will remain in effect from _____, 20__ to _____, 20__.

The Company's Area Index represents a blended average of the Company's total propane costs for the Company's geographic areas and supply points in which the District that serves Customer is located including, but not limited to, the cost of beginning inventories, all current propane procurement costs and freight costs. The Area Index is updated regularly to better approximate the continuously varying costs of propane resulting from various market forces. The price will also include any applicable taxes, fees, rates and charges.*

CUSTOMER

Signature: _____

Title: _____

Print Name _____

Date: _____

Customer Number: _____

Contract Number: _____

COMPANY

Signature: _____

Title: _____

Print Name: _____

Date: _____

District Name: _____

District Number: _____

*The Hazardous Material & Safety Compliance and Fuel Recovery Fees will be assessed for propane deliveries or service work performed. If Company is unable to obtain propane from its customary suppliers; experiences terminal, refinery or pipeline disruptions; allocation programs instituted by pipelines, refiners or other suppliers; or lack of or inadequate transportation facilities, the price set forth above will be adjusted during the period that this takes place to account for Company's increased expenses in obtaining or transporting propane.

Propane Supply Agreement & Equipment Lease Non-Residential

District # _____

This Propane Supply Agreement and Equipment Lease (“Agreement”) is between _____, (the “Company”), Address: _____ and the Customer identified below (“Customer”) and will be in effect for a minimum of three (3) years or _____ year(s) (whichever is shorter) from the date it is signed by the Customer and from month-to-month thereafter or until terminated in accordance with paragraph 10 of this Agreement.

Customer: _____	Business Phone: _____	Fax: _____	eMail: _____
Primary Contact: _____	Business Phone: _____	Cell: _____	Fax: _____
eMail: _____			
Installation/Delivery Address: _____	City: _____	State: _____	Zip: _____
Billing Address: _____	City: _____	State: _____	Zip: _____

GENERAL TERMS AND CONDITIONS FOR NON-RESIDENTIAL CUSTOMERS:

1. LEASED EQUIPMENT.

A. General Provisions. Upon request, the Company (“us” or “our” or “we”) will lease and provide to you various equipment, including a propane storage tank or cylinder, regulator(s), tank monitors and related equipment (the “Leased Equipment”). In the interest of safety, you will not allow anyone to make any adjustments, connections or disconnections to the Leased Equipment or remove or pump-out the tank without our written permission. You agree that only propane sold by the Company will be used with the Leased Equipment.

B. Propane System Maintenance & Repair. Except for the Leased Equipment, you are responsible for the maintenance and repair of your entire propane system, including compliance with applicable laws and regulations. You are required to notify us in the event that you disconnect the propane system or add or remove appliances so that we may conduct a Leak Check on the Leased Equipment. You will notify the Company immediately if the Leased Equipment is damaged or malfunctions, or if you experience any problems with the Leased Equipment.

C. Tank Rent. You agree to pay the Company annual tank rent during the period the Leased Equipment is installed at the property. The amount of rent can vary depending on, among other things, the size of the tank, the location of the business, and your actual annual usage. Please contact your local District office if you have questions about the tank rent that is applicable to you.

D. Access to Equipment. You agree that the Company has an irrevocable right of entry and exit to your property, without prior notice, to deliver propane or to install, repair, service, or remove the Leased Equipment, or to perform any other services that the Company deems reasonably necessary. You agree to provide the Company with safe, free and unimpeded access to the Leased Equipment, including, but not limited to, access free of ice, snow, water, mud and other hazards. You will mark or otherwise identify the location of septic systems and similar underground features as necessary to allow the Company to safely install the Leased Equipment, perform services, and make deliveries. You agree that the Company has no obligation to contact you to access the Leased Equipment and may suspend deliveries or service in the event the Company is unable to reasonably access the Leased Equipment. You agree to promptly surrender to the Company the Leased Equipment when your relationship with the Company is terminated for any reason. You also agree that only Company representatives are allowed to service, repair, disconnect or otherwise touch the Leased Equipment without Company’s written permission.

E. Title to Equipment. The Leased Equipment will at all times remain the property of the Company and will not become a fixture or a part of your real property.

F. Propane Meters. If you have a Company propane meter installed on the Leased Equipment, you will be billed for your actual propane usage rather than per delivery. The Company reserves the right to bill you based on an estimated usage amount, which will later be followed-up by an actual reading, based on which: (i) you will receive a credit to the extent that the estimated amount exceeds the actual propane usage amount or (ii) you will be charged an additional amount to the extent that the actual amount of propane used exceeds the estimated amount. A monthly Meter Fee as defined in Section 4(B) below is applied to customers who have meters.

2. SAFETY INFORMATION. Safety information has been or will be supplied in your Welcome Packet. If you did not receive the safety information, please contact us at 800-501-8953 and we will mail this information to you. Additionally, the Company’s safety warnings are also contained on our website or at www.propanesafetyfirst.com. We strongly advise you to regularly visit our website to view those and other important safety warnings. If you smell propane or experience any other adverse propane condition or safety-related matter, you should immediately contact your local District office.

3. PROPANE DELIVERY. The Company offers two types of propane delivery:

Automatic – Under this delivery option, the Company will make periodic deliveries to you on either a fixed cycle basis or based upon a number of forecasting factors, including temperature conditions and your specific usage patterns. To ensure accurate forecasting, we request that you update the Company with any changes in your usage or appliances.

Will Call – Under this delivery option, you must request a propane delivery. The Company recommends you order a delivery when your tank is at approximately 30% to ensure a timely delivery. Most Will Call deliveries will be made within 5-7 business days after your request. The Company will assess a Will Call Convenience Fee per delivery. Weather and other factors may affect delivery times. Expedited delivery requests may be assessed a Special Trip Charge.

4. PRICING, FEES, RATES, AND CHARGES. You agree to pay the Company’s price per gallon, fees, rates, and charges in effect on the date that propane is delivered for Automatic delivery or ordered for Will Call delivery, when services are rendered, or as may be set forth on the delivery ticket.

A) Price. Unless you have an agreement which determines your price, you will receive the Company's daily market price per gallon that is set at the Company's discretion, which includes, among other things and without limitation, our costs to procure the propane, freight and transportation, and may vary depending upon the volume of propane purchased by the customer, customer classification, ownership of propane tank and competitive conditions. You may contact your District office to receive current pricing information as pricing changes frequently and without prior notice to the customer.

B) Current Fees and Charges. In addition to the price per gallon, the Company will apply other fees and charges to your account depending on the services requested and/or required. The fees and charges provided below are the most frequently assessed, but other fees and charges may apply depending on the services rendered. Please contact your local District office for specific questions regarding fees and charges and for updated amount information. **THE FEES LISTED BELOW ARE NOT GOVERNMENT IMPOSED, NOR ARE ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. THE COMPANY RESERVES THE RIGHT TO CHANGE ITS FEES, RATES, AND CHARGES WITHOUT PRIOR NOTICE.**

- **Fuel Recovery Fee** – This fee, which is assessed to propane deliveries and service calls, helps to offset the significant expenses incurred by the Company in fueling its fleet of motor vehicles. This fee fluctuates on a monthly basis as the Company's cost of fuel fluctuates. For updated Fuel Recovery Fee information, please contact your local District office or visit the Company's website.
- **HazMat & Safety Compliance Fee** – This fee, which is assessed to propane deliveries and service calls, helps to offset a portion of the costs the Company incurs to comply with federal, state and local government regulations, including, but not limited to, hazardous materials, homeland security, emergency preparedness and workplace safety. It is also used to fund, among other things, employee safety training and inspections, cylinder re-qualification, and environmental compliance. The fee as of the date of this Notice is \$10.99.
- **Leak Check Charge** – This charge is applied when the Company must perform a Leak Check to verify that the propane system does not have any leaks. This test is required by law under certain circumstances, which may include: when a new piping system is installed, if the gas has been turned off for any reason or if there has been an interruption of gas service, or in the event a leak in the system is suspected. The local District office can provide specifics on when a Leak Check is required and the current charge.
- **Meter Fee** – This fee is applicable to customers who are charged for their propane based on an amount of usage as measured by the Company's meter. This fee helps to offset the cost of the meter, meter reading and related administrative costs. The fee also helps to offset the costs otherwise covered by the HazMat & Safety Compliance Fee (as described above), which is not charged to metered customers. The fee as of the date of this Notice is \$11.99 per month.
- **Pump-Out/Restocking Charge** – This charge is assessed when the Company is required to pump out a tank that contains propane in excess of five percent water capacity in order to remove a Company-owned tank from the customer's property. You can avoid this charge by continuing service with the Company until the supply of propane in the tank is less than five percent. Depending on the size of the tank/cylinder, this charge may be up to \$149.99.
- **Reconnect Charge** – In the event that your tank is locked off by the Company due to nonpayment, this fee will be assessed to remove the lock, perform a Leak Check and put your propane system back into service. The fee as of the date of this Notice is \$79.99.
- **Returned Check Fee** – This fee is intended to cover the deposit return fee assessed by financial institutions and related administrative expenses associated with the return of a customer check for insufficient funds. The Returned Check Fee as of the date of this notice is \$33.00.
- **Service Dispatch Charge** – This charge is applied when a service technician is requested to a customer's location to perform diagnostic or other service work on customer-owned equipment and appliances or to pick up a Company-owned tank or cylinder. The Service Dispatch Charge as of the date of this Notice is \$59.99. This charge will not be credited toward service work performed and additional

charges may be assessed depending upon the nature of the service work required. Please check with your local District office regarding the availability of appliance repair service.

- **Special Trip Charge** – This charge is incurred by customers who request deliveries within forty-eight (48) hours or non-emergency service after business hours or on weekends. This charge can vary due to the distance involved and/or the time required to service the request and can be obtained from your local District office.
- **Tank Rent** – See Section 1C.
- **Will Call Convenience Fee** – This fee is assessed for propane deliveries to customers enrolled in the Will Call delivery option. Eligible customers may avoid this fee by switching to Automatic delivery. The fee as of the date of this Notice is \$6.99 per delivery.

5. PAYMENT TERMS AND LATE FEES. If you have received credit terms from the Company, you will be billed after propane is delivered or services are rendered, unless other payment arrangements have been agreed to in advance. If you dispute an invoice or believe your invoice is inaccurate, you must contact your District office within thirty (30) days of receipt. You agree to pay the Company's price per gallon and all fees, rates, and charges on or before the due date indicated on the invoice. If you fail to pay all amounts owed to the Company by the applicable due date, the Company may, unless prohibited by law, add a monthly late charge of 1.5% of the average daily balance until paid or a late charge of \$36.00, whichever is greater. In the event you fail to make a payment on the outstanding amount owed, the Company may, after providing written notice to you, suspend service and/or place a lock on the Leased Equipment. If the Company places a lock on the Leased Equipment, all amounts outstanding (including the applicable Reconnect Fee) must be paid in full before service will be restored. The Company reserves the right to require you to pay for propane deliveries or services in advance or to post a cash deposit, which may be applied by the Company at any time in whole or in part to the outstanding balance. Maryland Customers: If all of the outstanding amount owed is not received within 15 days after it is due, you will pay a late charge of the greater of \$5.00 per month or 10% per month for the part of the outstanding amount that is late.

6. LICENSES, PERMITS AND TAXES. You agree to pay for all licenses, permits, and taxes associated with the sale or use of the propane and Leased Equipment or service covered by these Terms and Conditions.

7. INDEMNIFICATION. Both Company and Customer agree to indemnify, defend and hold the other harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injuries and/or property damage, arising out of or caused by any negligent act or omission on the part of that party, its agents or employees.

8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY YOU AS A RESULT OF THE EXHAUSTION OF COMPANY'S SUPPLY OF PROPANE.

9. DISCLAIMER OF WARRANTIES. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/OR RELATED EQUIPMENT OR SERVICE PERFORMED UNDER THESE TERMS AND CONDITIONS OR ANY PRIOR AGREEMENT OR UNDERSTANDING, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES (CT, KS, ME, MS, NH, WA, AND WV) DO NOT ALLOW THIS EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

10. TERMINATION OF PROPANE SERVICE. Unless otherwise specified, your propane service may be terminated for convenience at the end of the Initial Term or Renewal Term upon the provision of thirty (30) days prior written notice to the Company.

- For Leased Equipment customers only: If propane service is terminated prior to the end of the Initial Term, Company may recover from you its lost profits that it was projected to receive had you fulfilled your obligations under these Terms & Conditions, and other applicable damages, including any installation charges which were waived

at the time of contract. The Company may also charge you a Service Dispatch Charge, the Pump-Out/Restocking Charge if the supply of propane remaining in the tank is greater than 5% water capacity, and the HazMat and Fuel Recovery Fee, if applicable.

- For Customer Owned Equipment only: If propane service is terminated prior to the end of the Initial Term, Company may recover from you its lost profits that it was projected to receive had you fulfilled your obligations under these Terms & Conditions, and other applicable damages, including any installation charges which were waived at the time of contract.
- For Leased Equipment customers only: If propane service is terminated after your Initial Term, the Company will charge you a Service Dispatch Charge, the Pump-Out/Restocking Charge if the supply of propane remaining in the tank is more than 5%, and the HazMat and Fuel Recovery Fee, if applicable.
- Unless required by law, the Company does not repurchase propane remaining in the tank or provide customer refunds for any unused propane. The Company, may however, in its sole discretion, repurchase the propane remaining in the tank in certain circumstances. If the Company determines to repurchase the remaining propane, the repurchase price will be based upon the lower of the price per gallon that you paid or the Company's current daily market price.
- The Company may terminate service with you at any time, without prior notice, if you fail to satisfy any of these Terms and Conditions or if the Company determines, in its sole discretion, that a condition exists that poses a health or safety threat.

11. EXCUSED PERFORMANCE. The Company will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fire, storms, floods, labor disputes, wars, hostilities, compliance with laws or regulations, the Company's inability to obtain propane or equipment from its customary suppliers, terminal, refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities, or terrorism. Under any of these or similar circumstances, the Company may allocate propane and equipment among its customers in any manner that the Company, in its sole judgment, deems reasonable.

12. TERMS & CONDITIONS. From time to time, the Company issues Terms & Conditions. The issuance of the Terms & Conditions will replace the terms & conditions in this Agreement thirty (30) days after your receipt or upon the effective date listed on the Terms & Conditions, whichever is later. By accepting delivery of propane, or by paying any invoice, fees rates, or charges, you are deemed to have accepted the Terms & Conditions and does not require your signature. The notice may be in the form of a bill insert, email or other written notification.

13. CUSTOMERS WITH UNDERGROUND LEASED TANKS. At the time of installation and removal of the Leased Equipment, you will mark or otherwise accurately identify the location of all underground systems that are not marked by your State's "Call Before you Dig" program, including, but not limited to, sprinkler lines, septic systems, leach pits, underground ponds and similar underground features. You are responsible for all costs of the excavation and removal of the Leased Equipment and the Company is not responsible for furnishing fill, resurfacing, landscaping or restoring your property to its previous condition upon removal. You will be billed on an hourly basis for this work with local labor rates prevailing, unless other arrangements are provided. The charge to remove an underground tank can vary greatly and is affected by numerous factors, including the size of the tank, access to the tank, the soil conditions and other impediments. The Company may at its option charge you for the value of the underground tank in lieu of physically removing the tank from your property.

14. TRAINING. Customer will properly train each of its employees, or any individual who handles propane or uses the Equipment, as to how to safely fill containers, if applicable, and use propane. Customer will not allow anyone to handle propane or use the Equipment unless and until that individual has been properly trained to do so. It is Customer's responsibility to provide Company with written notice if Customer, or any of its employees or agents, need additional training in order to comply with this provision. If Customer fails to comply with any portion of this provision, then Customer agrees it shall be solely responsible for any and all injuries or damages that result, and Customer will indemnify, defend and hold Company harmless from all claims, suits, demands and judgments, including those claims brought by Customer's employees or agents.

15. CLAIMS AND ARBITRATION

A. Arbitration Agreement. Upon the election of either party, a Dispute shall be resolved by binding arbitration. "Dispute" means any claim or controversy arising from or relating to the relationship between you and the Company, including without limitation any and all: (1) claims for relief or theories of liability, whether based in contract, tort, statute or otherwise; (2) claims against the Company or its parents, subsidiaries, affiliates, predecessors, successors or assigns and any of their directors, officers, employees and agents; (3) claims that arose before or after the expiration or termination of this or any prior Agreement; and (4) claims that are the subject of a putative class action in which no class has been certified. "Dispute" shall not, however, include: (1) issues relating to the scope, validity or enforceability of this arbitration agreement; (2) claims filed by you or the Company on an individual basis in small claims court; or (3) claims filed by or on behalf of the Company to collect money you owe the Company.

B. Right to Reject this Agreement or Changes to this Agreement. Notwithstanding anything in this Agreement to the contrary, you may reject this arbitration agreement or future changes to this arbitration agreement. To do so, you must send the Company written notice by certified mail postmarked no later than thirty (30) days after your first receipt of notice of this arbitration agreement (if rejecting the arbitration agreement) or notice of the change (if rejecting changes to the arbitration agreement) to Box 965, Valley Forge, PA 19482, Attn: General Counsel. Your decision will not adversely affect your relationship with or receipt of goods or services from the Company.

C. Procedures for Arbitration. This arbitration agreement is governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes (collectively the "AAA Rules") as modified by this arbitration agreement. If your claim is less than \$10,000, you may choose whether the arbitration will be decided on the papers or after a telephonic or in-person hearing.

D. Waiver of Jury Trials and Class Actions. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR RATHER THAN A JUDGE OR JURY. WHETHER IN ARBITRATION OR COURT, YOU AND THE COMPANY WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. UNLESS YOU AND THE COMPANY AGREE OTHERWISE IN WRITING, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION BASIS, AND NEITHER THE ARBITRATOR NOR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THE ARBITRATOR/JUDGE MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF TO THAT INDIVIDUAL PARTY. THIS CLASS ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION AGREEMENT.

16. NOTICE. Any notice by you shall be sent by U.S. mail, postage pre-paid, to the Company at Box 965, Valley Forge, PA 19482, Attn: Customer Service. Notice to you may be in the form of a bill insert, stand-alone mailing, email or other written notification.

17. WAIVER. If we delay in exercising any of our rights, the Company will not be prevented from exercising our rights at a later date. The Company's waiver of any breach of the Terms & Conditions at any time shall not excuse future breaches by the customer.

18. SURVIVAL. Paragraphs 1, 5, 6, 7, 8, 9, 10, 13, 14, 15 and 17 shall survive termination of your relationship with the Company.

19. CUSTOMER OWNED EQUIPMENT. The following provisions do not apply to Customer-Owned equipment:

Paragraph 1: • Leased Equipment

Paragraph 4(B): • Pump-Out/Restocking Charge as it relates to the pick-up of the Company-owned Equipment; however, the remaining provisions of this paragraph apply.

Paragraph 6: • Licenses Permits & Taxes as it relates to permits for tank installation; however, the remaining provisions of this paragraph apply.

If this block is checked, this Propane Supply Agreement and Equipment Lease is further subject to the Terms and Conditions set forth in Attachment(s), which is/are attached hereto and made part hereof.

DESCRIPTION OF LEASED EQUIPMENT

Tank/Cylinder: _____ Serial Number: _____

Regulator: _____ Other: _____

CUSTOMER _____

COMPANY: _____

SIGNATURE: _____

COMPANY SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

DATE: _____

SAFETY NOTICE

Separate Attachment

For your safety, propane has a strong, unpleasant odor added so that propane leaks can be detected. You and each person using or handling propane must be able to recognize the smell of propane. Ask for a **Propane Safety Brochure** or MSDS to demonstrate the smell of propane. Always take action if you smell any foul odor.

CAN YOU SMELL IT?

It may be hard for some people to smell propane for any one or more of the following reasons:

- Colds, allergies, sinus congestion or another medical condition;
- The sense of smell is reduced due to the use of tobacco, alcohol, drugs, smoke, cooking odors and other strong odors that mask the smell of propane;
- With age, the sense of smell may be less sensitive;
- If the smell of propane is present for a period of time, “odor fatigue” may occur and a person no longer smells the propane odor; or
- The smell of propane may be in an area (basement or crawl space) where it is not detected by those in other areas of the building.

A phenomenon called “odor fade” may occur, the unintended reduction in the concentration of the odor of propane. Although rare, several situations can cause odor fade:

- Air, water or rust in a propane container;
- If an underground propane leak exists, the passage of propane through some soils; or
- Propane odor may stick to inside surfaces of propane piping and distribution systems or other materials.

⚠ IF YOU SMELL GAS:

- **Do Not Enter An Area Where You Suspect a Gas Leak**
- **Do Not Try to Judge for Yourself the Level of Danger of a Gas Leak: All Gas Leaks Pose a Serious Threat.**
- **No Flames or Sparks:** Put out all smoking materials and other open flames. Do not use lights, appliances, telephones, including cell phones. Flames or sparks from these can trigger an explosion.
- **Leave the Area Immediately:** Get everyone out of the building or area where you suspect gas is leaking.
- **Shut-Off the Gas:** Turn off the main gas supply valve on the propane tank if it is safe to do so. Turn the valve to the right to close.
- **Report the Leak:** From a neighbor’s house or other nearby building away from the gas leak, call the Company right away. If you cannot reach the Company, call 911 or your local fire department.
- **Do Not Return to the Area or Building** until the Company or the local officials who have responded determine it is safe to do so.
- **Get Your System Checked:** Before you attempt to use any of your propane appliances, the Company or another qualified propane service technician must conduct a Leak Check.

⚠ RUNNING OUT OF GAS:

DO NOT RUN OUT OF GAS, SERIOUS SAFETY HAZARDS, INCLUDING FIRE AND EXPLOSION, CAN RESULT.

- If an appliance valve or gas line is left open when the propane supply runs out, a leak could occur when the system is recharged with propane.
- Air and moisture could get inside the propane container resulting in the possibility of odor fade.
- If you run out of gas, your pilot lights will go out and can be extremely dangerous if not handled properly.
- **A Leak Check IS REQUIRED.**
- **SET-UP REGULAR FORECASTED DELIVERIES.** Check the gauge on your tank and if the fuel level drops at or near 20%, call the Company.

⚠ LIGHTING PILOT LIGHTS

It is strongly recommended that a qualified propane service technician light any pilot light that has gone out.

- A pilot light that repeatedly goes out or is difficult to light may be a signal that there is a problem with the appliance or the propane system. If this occurs do not try to fix the problem yourself. Contact a qualified propane service technician to evaluate the appliance.

⚠ IF YOU LIGHT A PILOT YOURSELF, YOU ARE TAKING THE RISK OF STARTING A FIRE OR AN EXPLOSION. MANY SERIOUS INJURIES OCCUR WHEN PEOPLE ATTEMPT TO LIGHT PILOT LIGHTS. PROCEED WITH GREAT CAUTION.

- Follow the manufacturers’ instructions and warnings about the appliance.
- If the appliance is in a basement or closed room, thoroughly ventilate the area before lighting the pilot.
- **DO NOT** smoke or have any source of ignition in the area before lighting the pilot.
- **IF YOU SMELL GAS, DO NOT LIGHT THE PILOT.** Be especially alert for the smell of propane and sniff at the floor level before attempting to light the pilot. Do not try to light pilots in any area where other odors (such as musky or damp smells) may make it hard to detect the smell of a propane leak.
- **DO NOT** allow anyone to be in the area where you are lighting the pilot.
- **DO NOT** apply force or use tools on the pilot light or controls. This could damage the components and cause gas leakage.
- **DO NOT** attempt to let air out of the gas lines by opening a valve or fitting inside a building or enclosed space. You may release gas and not be able to smell it.
- **DO NOT** apply oil to a sticky knob or button on a gas control valve. It can cause the control valve to malfunction.
- **DO NOT** tamper with or use tools to operate gas controls.

⚠ CARBON MONOXIDE: IMPROPERLY VENTED OR DEFECTIVE APPLIANCES CAN CAUSE POTENTIALLY FATAL CARBON MONOXIDE POISONING. HAVE YOUR SYSTEM PERIODICALLY INSPECTED BY A QUALIFIED SERVICE COMPANY.

⚠ OTHER IMPORTANT SAFETY RULES

- **DO NOT** allow unqualified personnel to service your propane appliances or system.
- If any of your appliances has been flooded, shut off the gas immediately at the tank. **DO NOT** use the gas system until the wet or flooded appliances have been checked or serviced.
- Keep combustible products, like gasoline, kerosene or cleaners, in a separate room from propane appliances. Appliance pilot lights could ignite fumes from those combustibles.



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Consideration of Resolution 18-029, establishing 2019 Ketchum Planning and Zoning Commission Meeting Dates

Introduction/History

Each year the City Council passes a resolution setting the dates for the regular Planning and Zoning Commission meetings.

Current Report

Attached is Resolution Number 18-029 setting the regular Planning and Zoning Commission meeting dates for 2019.

Financial Requirement/Impact

The City of Ketchum fiscal year 2018/2019 budget has appropriated \$17,000 for compensation of Planning and Zoning Commission members for their time and expertise. This budgeted amount is adequate to cover all stipend expenses for the Commission in this Fiscal Year.

Recommendation

I respectfully recommend that the City Council approve Resolution Number 18-029 setting the 2019 regular meeting dates of the Planning and Zoning Commission and authorizing the Mayor to sign said resolution.

Suggested Motion

"I move to approve Resolution 18-029."

RESOLUTION NO 18-029

RESOLUTION NO. 18-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO,
ESTABLISHING THE DATES FOR ALL REGULAR PLANNING AND ZONING COMMISSION MEETINGS
FOR 2019.

WHEREAS, regular meetings of the Planning and Zoning Commission shall be held on the second Monday of each month at 5:30 p.m. at Ketchum City Hall unless such date is a holiday, in which the meeting shall be held on the Tuesday immediately following the holiday; 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 each year of its regular meeting schedule; and,

WHEREAS, the City Council has determined that listing all regular meetings of the Planning and Zoning Commission to be held in 2019 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, IDAHO that the regular meetings of the Planning and Zoning Commission for 2019 are as follows:

Monday, January 14, 2019
Monday, February 11, 2019
Monday, March 11, 2019
Monday, April 8, 2019
Monday, May 13, 2019
Monday, June 10, 2019

Monday, July 8, 2019
Monday, August 12, 2019
Monday, September 9, 2019
Monday, October 14, 2019
Tuesday, November 12, 2019
Monday, December 9, 2019

This Resolution will be in full force and effect upon its adoption this 26th day of November 2018.

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

Attest:

Robin Crotty
City Clerk

RESOLUTION NO



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Award Contract 20291 to Sun Valley Institute

Recommendation and Summary

Staff is recommending the council authorize the Mayor to enter into a contract with Sun Valley Institute with the following motion:

I move to authorize the Mayor to enter into Contract 20291 with Sun Valley Institute.

The reasons for the recommendation are as follows:

- The City Council supported funding Blaine County resilience workshops at the October 15, 2018 Council meeting.
- The first workshop is scheduled for Monday December 3, 2018.

Introduction and History

The Sun Valley Institute and Warm Spring Consulting are conducting two workshops, and potentially more, on resilience within Blaine County. The first workshop is scheduled for December 3rd, it is a planning workshop focusing on:

- Gaining community insights on top risks and opportunities through the lens of a changing climate. How will Blaine County guard against the real risks posed by a changing climate, aquifer depletion and significant fires and flooding, while ensuring economic sustainability, affordability for residents, and a healthy environment and quality of life.
- Reviewing scenarios of how the future might unfold and affect residents
- Developing strategies for how to respond
- Beginning to identify potential project and policy initiatives

At the initial workshop it will highlight how other similarly situated communities are undertaking strategies to provide near and long term benefits to their local economies and natural environment. The second workshop will be to develop clear implementation plans together, including who will carry projects forward, where resources will come from and how to create the momentum and responsibility to take advantage of our assets, address important gaps and build a more resilient, prosperous Blaine County.

Financial Impact

The support from Ketchum is \$3,000. There is funding available in the budget to support the contract.

Attachments:

Proposed Contract 20291

INDEPENDENT CONTRACTOR AGREEMENT 20291

THIS AGREEMENT made and entered into this 26th day of November, 2018, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and SUN VALLEY INSTITUTE (hereinafter referred to as "Contractor").

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. Contractor will provide services to the City of Ketchum.
3. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
4. Contractor desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

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

- 1. SERVICES RECEIVED.** Contractor agrees to provide workshops on Blaine County resilience as an independent contractor. Contractor shall be responsible for all associated taxes, workers compensation and other related expenses.
- 2. TERM.** The term of this Agreement shall commence on the date the Agreement is signed and shall terminate on the 30th day of September, 2019.
- 3. CONSIDERATION.** In consideration for providing the services as herein provided, Ketchum agrees to pay to Contractor the total sum of \$3,000 payable in one lump sum.
- 4. NOTICES.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340

Aimee Christensen
PO Box 5569
Ketchum ID, 83340

6. EQUAL EMPLOYMENT OPPORTUNITY. Contractor covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

7. TERMINATION. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or

no reason. In addition, the parties agree that in the event Contractor refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to Contractor. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if Contractor is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due. No refund of funds paid shall occur if the Agreement is terminated.

8. NONASSIGNMENT. This Agreement, in whole or in part, shall not be assigned or transferred by Contractor to any other party except upon the prior written consent of Ketchum and approved by the Ketchum City Council.

9. HOLD HARMLESS AGREEMENT. Any contractual obligation entered into or assumed by Contractor or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Contractor's obligations pursuant to this Agreement shall be the sole responsibility of Contractor, and Contractor covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of Contractor's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

11. SUCCESSION. This Agreement shall be binding upon all successors in interest of either party hereto.

12. LAW OF IDAHO. This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and years first written above.

SUN VALLEY INSTITUTE

CITY OF KETCHUM

By _____
Aimee Christensen

By _____
Neil Bradshaw
Mayor

ATTEST:

By _____
Robin Crotty, City Clerk



City of Ketchum

November 13, 2018,

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

2018/2019 Animal Shelter Contract Contract 20293

Introduction/History

The Mountain Humane contract (previously The Animal Shelter of the Wood River Valley) provides facilities and services for the care and safe housing of dogs found in the City of Ketchum. In the event Ketchum Police cannot locate the owners of the dog, the Ketchum Police will relocate the dog to the shelter. The yearly fee for this contract is \$2,000. This is paid in four quarterly payments from the Ketchum Police budget.

Summary of Request

This request is to again enter into the contract with Mountain Humane for fiscal year 2018/2019.

Financial Impact

\$2,000

Recommendation and Motion

I respectfully recommend the City Council approve the cooperative agreement with Mountain Humane in the amount of \$2,000.

"I move to authorize Mayor Bradshaw to sign the 2018/2019 cooperative agreement with Mountain Humane in the amount of \$2,000 to provide facilities and services for the care and safe housing of dogs found in the City of Ketchum."

Respectfully Submitted,

Dave Kassner
Chief of Police

CITY OF KETCHUM
CONTRACT FOR SERVICES
MOUNTAIN HUMANE

THIS AGREEMENT is in effect from **October 1, 2018 to September 30, 2019**, by and between the City of Ketchum, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as “The City” and **Mountain Humane**, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as “**Mountain Humane**”.

RECITALS:

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.
2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.
3. **Mountain Humane** is willing to provide facilities and services for the care and safe housing of animals found in the City of Ketchum that are impounded by the City animal control officer, city law enforcement, or taken to **Mountain Humane** by citizens.
4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County dog licenses.
5. The parties believe that paying a flat fee for services is a more flexible and fair approach than charging on an individual impound basis. The City’s payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by **Mountain Humane**. The flat fee shall reasonably reflect the level of service provided by **Mountain Humane**, including but not limited to, the numbers and types of animals from the City of Ketchum, and may be adjusted annually during the City’s budget process which starts in June and adopted in August of each year.

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

1. TERM: This Agreement shall be in full force and effect upon execution. The contract period will be until September 30, 2019, and then renewed and will remain in effect for one year.
2. RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties, with Mountain Humane submitting a budget proposal by June 1 of each year so that the city may consider the request in the City's annual budget process.
3. RECEIPT AND HOUSING OF ANIMALS: MOUNTAIN HUMANE hereby agrees to receive, house and feed all animals found in the City and delivered to Mountain Humane by the police, City animal control officer or citizens. The location of pickup shall be documented to establish the jurisdiction of origin for the purposes of this Contract. Any officer or citizen delivering an animal found in The City of Ketchum, Mountain Humane must verify that the animal being impounded was found within The City borders and provide a written statement detailing the reasons why the animal(s) was impounded. The capacity of Mountain Humane is 50 dogs and 50 cats. In the ordinary course of operations, inflow of animals does not exceed capacity. If a situation arises that exceeds capacity, temporary declination of Animal Shelter to accept City impounds shall not be a breach of this agreement. In such an event Mountain Humane shall exercise its best efforts to shorten the period of over-capacity or find alternate locations for acceptance.
4. VETERINARY CARE: The City shall be responsible to pay any "necessary veterinary care" for animals, as defined herein, which are provided to any animal impounded within the seven (7) day impoundment period, pursuant to this Agreement. "Necessary veterinary care" means immediate veterinary treatment for injured, diseased, or sick animals or animals that seriously threaten Mountain Humane's ability to maintain a healthy animal population.

If within the seven (7) day impound period, Mountain Humane determines an animal received should be euthanized either because of health or behavior issues, The City will be responsible for the cost of such procedures and disposal.

5. RABIES VACCINATION AND LICENSING: Pursuant to Idaho law, dogs over six (6) months of age must be vaccinated for rabies and have on them a collar with a current license. Dogs impounded at Mountain Humane that are not wearing a collar with a current license tag will be vaccinated for rabies and issued a license. An owner claiming said dog will be charged both for a rabies vaccination and license along with any impound fees. Dogs will not be released without payment for services. If an impounded dog has a microchip or a collar with identification tags, but no current license tag Mountain Humane will check for current licensing and vaccination status within its

database. If no current license is found Mountain Humane will vaccinate for rabies if necessary and issue a license at the owner's expense.

6. ADMINISTRATIVE DUTIES: Mountain Humane agrees to provide facilities and personnel to perform any administrative duties necessary to The City's animal control program including, but not limited to, the sale and record keeping of The County's dog license program.

The City authorizes Mountain Humane to collect impound fees for animals impounded or taken up pursuant to this Agreement. Mountain Humane agrees not to release impounded animals to their owners unless and until the impound fees set forth by The City, if any, have been paid and procedures have been followed. Furthermore, Mountain Humane shall require any impounded dog be licensed before releasing said animal back to its owner.

7. CONSIDERATION: In consideration for the services performed by Mountain Humane according to the terms of this contract, the City shall pay Mountain Humane a total sum of \$2,000 for fiscal year 2019 to be paid in quarterly installments of \$500 a quarter. In addition, the City shall allow all revenues generated from Mountain Humane's sale of dog licenses for The City and the collection of impound fees from pet owner's retrieving their animals to remain with Mountain Humane. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts from a licensed veterinarian.
8. QUARTERLY REPORTS: Mountain Humane shall provide the City with quarterly reports that include the following information:

- a) Numbers and types of animals impounded;
- b) Location of animal pickup. Any officer or citizen delivering an animal to Mountain Humane shall verify, to the greatest extent feasible, that the animal being impounded was found within The City of Ketchum borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to The City quarterly.
- c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.
 - i) Mountain Humane shall work with the City to develop a reporting system so that City dispatch personnel, the Animal Control officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner.
- d) Veterinary and euthanasia statistics

9. **MOUNTAIN HUMANE A PRIVATE FACILITY:** The parties agree that **Mountain Humane** is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by **Mountain Humane** pursuant to this Agreement shall become the property of **Mountain Humane** after seven (7) days at which time **Mountain Humane** shall assume financial responsibility for the continued care and housing of the animals.
10. **TERMINATION:** Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.
11. **MODIFICATION:** There shall be no modification of this Agreement unless executed in writing by the parties.

Executed and effective by the undersigned parties,

DATED THIS _____ DAY OF _____, 2018

Attest:

Mountain Humane

City of Ketchum, Idaho

Executive Director Jo-Anne Dixon DVM

Mayor Neil Bradshaw



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract #20298 with Whitehead's Landscaping for Flower Installation and Maintenance Services

Recommendation and Summary

Staff is recommending Council approve the contract with Whitehead's Landscaping and adopt the following motion:

"I move to approve Contract #20298 in the amount of \$15,935.40 with Whitehead's Landscaping for Flower Installation and Maintenance Services."

The reasons for the recommendation are as follows:

- Whitehead's Landscaping is capable of doing all the required work and complying with city rules.
- Whitehead's Landscaping has satisfactorily performed the work in the past and was the only firm to submit a bid.

Introduction and History

Each year the city contracts with a company to install and maintain flowers in certain planters and beds throughout the city. The City has found this to be an efficient and economical method of managing the City's flower beds given the myriad responsibilities of the Facilities Maintenance Division staff.

Analysis

In accordance with State and City purchasing policies, an Invitation for Bid (IFB) was publicly posted and sent out to four landscape firms in the valley seeking bids for flower installation and maintenance. Whitehead's Landscaping submitted the only bid, which was opened publicly on November 20, 2018. For the past three years Whitehead's Landscaping has been safely and efficiently maintaining flower beds and planters on the streets of Ketchum. Staff believes they will continue to deliver professional services.

Financial Impact

The FY 19 facilities maintenance division budget includes a line item for city beautification and this will be funded from that account. The previous bid for this work was \$16,035.10 so the bid represents a minimal savings over the prior contract amount.

Attachments

- Attachment A: Whitehead's Landscaping Flower Installation Contract 20298

CITY OF KETCHUM CONTRACT #20298

This Contract #20298 is entered into this 26th day of November, 2018, by and between the City of Ketchum, a municipal corporation of the State of Idaho ("OWNER"), and Whitehead's Landscaping, a company licensed to do business in Idaho ("CONTRACTOR"). OWNER and CONTRACTOR are sometimes collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, the Ketchum City Council has budgeted funds for the installation and maintenance of flowers in publicly-owned portions of the City and engaged in an Invitation for Bids (IFB) process to seek a contractor to perform such work as required by Idaho law; and

WHEREAS, following the procedures set forth in the IFB, OWNER selected CONTRACTOR to perform the Work; and

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

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

1. SCOPE OF WORK. OWNER engages CONTRACTOR to PROVIDE ALL NECESSARY MATERIALS, LABOR AND EQUIPMENT for flower installation and maintenance services, and other related work, as set forth in Attachment A.

2. PAYMENT. OWNER agrees to pay CONTRACTOR for CONTRACTOR's services rendered under this Contract a sum not to exceed \$15,935.40. The Parties agree that CONTRACTOR will invoice OWNER for payment under this Contract for services rendered hereunder as follows:

A. CONTRACTOR's submitted invoices must be approved and signed by the Ketchum Facilities Maintenance Supervisor.

B. CONTRACTOR shall submit payment requests to OWNER no more frequently than every thirty (30) calendar days. Each payment request from CONTRACTOR shall be accompanied by an updated critical path schedule for completion of the Project within the Contract Time.

3. CONTRACT TIME; COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. The work shall occur as directed by the Project Manager identified in Section 4 of this agreement. Installation of flowers shall occur by June 15, 2019, and removal shall occur by October 15, 2019. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of this Contract.

A. The Contract time may be extended for up to two (2) additional one (1) year terms at the discretion of the OWNER. Such additional terms will be elected by the OWNER no later than October 1 of each year. Upon election of additional terms, CONTRACTOR shall be entitled to a contract rate increase of no more than 2% per additional term.

4. PROJECT MANAGER. OWNER has designated the Facilities Management Supervisor who will be responsible for overall project management. The Project Manager will provide coordination between CONTRACTOR and OWNER, including timely response to any inquiries. Project Manager will also be reasonably available for any meetings that may be necessary in relation to the Project. OWNER reserves the right to change the project manager at its discretion upon notice to CONTRACTOR.

5. DELIVERY OF INSURANCE TO OWNER. Prior to commencement of any work, CONTRACTOR shall deliver to OWNER Certificates of Insurance identifying OWNER as an additional insured.

6. CONTRACTOR'S RESPONSIBILITIES. The CONTRACTOR shall perform all labor, and provide all material and equipment necessary to produce the construction required by Attachment A. The CONTRACTOR shall:

A. Supervise and direct the work, using its best skill and attention, and diligently and continuously work on the construction to ensure prompt completion. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the Contract.

B. Provide all labor, materials, tools, permits, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.

C. Warrant to the OWNER that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents.

D. Be responsible to the OWNERS for the acts and omissions of all the CONTRACTOR's employees and all subcontractors, their agents and employees, and all other persons performing any of the work on behalf of the CONTRACTOR. The CONTRACTOR shall indemnify and hold harmless the OWNER from any and all damage or injury of every description arising out of or in connection with the work to be performed under this Contract.

E. Confine operations at the site of construction to areas provided by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber any site with materials or equipment.

F. Keep the sites free from accumulation of waste materials or rubbish caused by CONTRACTOR'S operations. At the completion of the Work CONTRACTOR shall remove all waste material and rubbish on or about the project, as well as all tools, construction equipment, machinery and surplus materials, and shall leave the building and job site "broom clean" or its equivalent, except as otherwise specified, and if the CONTRACTOR fails to clean up, OWNERS may do so and charge the costs to the CONTRACTOR.

G. Contract responsibility shall include all contracting and scheduling duties, supervision, and attend OWNER'S and OWNER'S representative meetings.

H. The CONTRACTOR shall maintain at all times discipline among CONTRACTOR's employees and subcontractors and shall not employ any person unfit or not capable of performing work on this Project to acceptable standards.

I. The CONTRACTOR shall pay all applicable taxes for which CONTRACTOR is responsible as required by law or as otherwise agreed under this Contract.

J. The CONTRACTOR shall comply with all laws, rules and regulations or orders of all public authorities relating to the performance of the work herein.

K. The CONTRACTOR shall utilize recycling efforts whenever reasonably possible.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner or joint venture of OWNER. OWNER shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the means by which it accomplishes the work specified by the OWNER. CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of OWNER.

8. ASSIGNMENT. It is expressly agreed and understood by the Parties hereto that CONTRACTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Contract except upon the prior written express consent of the OWNER.

9. DISCRIMINATION PROHIBITED. In performing the services required herein, CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

10. TERMINATION FOR CAUSE.

A. If through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, OWNER shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof at least

fifteen (15) days before the effective date of such termination. If this Contract is terminated for cause, the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

B. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to OWNER for damages sustained by OWNER by virtue of any breach of this Contract by the CONTRACTOR, and OWNER may withhold any payments to CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due the OWNER from CONTRACTOR is determined. This provision shall survive the termination of this Contract and shall not relieve CONTRACTOR of its liability to OWNER for damages.

C. If OWNER, or its representatives, fail to make necessary decisions throughout the Project, delay decisions and negatively impact the CONTRACTOR's ability to complete the Project satisfactorily or in a timely manner, or fail to make payments as set forth in this Contract, CONTRACTOR may terminate the Contract in the same manner and under the same payment conditions as stated in Section 10A herein.

11. FEDERAL, STATE AND LOCAL PAYROLL TAXES. Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by OWNER on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee of OWNER with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay all taxes owed by CONTRACTOR in accordance with applicable federal, state and local laws.

12. LICENSES AND LAW. CONTRACTOR represents that CONTRACTOR possesses the skill and experience necessary and all licenses and authorizations required to perform the services under this Contract. CONTRACTOR further agrees to comply with all applicable laws, ordinances and codes of the Federal, State and local governments in the performance of the services hereunder.

13. WORKER'S COMPENSATION. CONTRACTOR shall maintain in full force and effect worker's compensation coverage for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ as required by Title 72, Idaho Code, and provide proof to OWNER of such coverage. If CONTRACTOR fails to maintain such insurance during the term of this Contract, this Contract is immediately terminable by OWNER, and CONTRACTOR shall indemnify OWNER against any loss resulting from such failure.

14. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES. CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided under this Contract.

15. EFFECTIVE DATE. This Contract shall be effective upon approval and execution by OWNER and CONTRACTOR.

16. WARRANTY. There is no warranty associated with this service contract.

17. INDEMNIFICATION. CONTRACTOR agrees to indemnify, defend and hold harmless OWNER, and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees or representatives under this Contract.

18. INSURANCE. Liability Insurance. CONTRACTOR agrees to obtain and keep in full force and effect during its acts under this Contract a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence, which shall name and protect CONTRACTOR, CONTRACTOR's employees, OWNER, and its officers, agents and employees, from and against any and all claims, losses, actions and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR's acts. CONTRACTOR shall provide proof of liability coverage as set forth above to OWNER prior to commencing its performance as herein provided, and CONTRACTOR shall require CONTRACTOR's insurer to notify OWNER ten (10) days prior to cancellation of said policy.

19. CHANGE ORDERS. OWNER reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating this Contract, and agrees to make corresponding adjustments in the Contract Price and time for completion. All changes will be authorized by a written change order signed by OWNER and CONTRACTOR. The change order will include conforming changes in the Contract and completion time. Work shall be changed, and the Contract Price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract Price resulting in a credit or a charge to OWNER shall be determined by mutual agreement of the Parties before starting the work involved in the change.

20. NO WAIVER. Failure of any party to exercise any of the rights under this Contract, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

21. CHOICE OF LAW. This Contract shall be governed by the laws of and statutes of the State of Idaho. Any dispute under this Contract, or related to this Contract, shall be decided in accordance with the laws of the State of Idaho, and venue shall be in the Fifth Judicial District Court in Blaine County, Idaho.

22. AMENDMENT. This Contract can only be modified or amended in writing under mutual agreement by the Parties.

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

24. BINDING EFFECT. This Contract shall be binding upon and inure to the benefit of the Parties hereto, their respective successors, heirs, executors, assigns and legal representatives.

25. ENTIRE AGREEMENT. This Contract represents the entire and integrated agreement between OWNER and CONTRACTOR, and supersedes all prior estimates, negotiations, representations, agreements, or prior understandings either written or oral. This contract may be amended only by written instrument signed by the OWNER and CONTRACTOR.

26. NOTICES. Any notice provided for or concerning this Contract shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

OWNER:
Suzanne Frick City Administrator
City of Ketchum
PO Box 2315
Ketchum, ID 83340

CONTRACTOR:
Gunnar Whitehead
Whitehead's Landscaping
4302 Glenbrook Drive
Hailey, ID 83333

27. TIME OF THE ESSENCE. It is specifically declared and agreed that time is of the essence of this Contract.

28. PREPARATION OF AGREEMENT. No presumption shall exist in favor of or against any party to this Contract as the result of the drafting and preparation of the Contract.

29. PARAGRAPH HEADINGS. The titles to the paragraphs of this Contract are solely for the convenience of the Parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Contract.

30. ATTORNEY FEES. Should any litigation be commenced between the Parties hereto concerning this Contract, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction.

31. THIRD-PARTY RIGHTS NOT CREATED. This Contract is not intended to and does not create any third party beneficiary rights.

32. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

33. CONTRACT DOCUMENTS. The Contract Documents as used in this Contract are:

- A. This Contract;
- B. Contractor's Bid, accepted by the Ketchum City Council on November 26, 2018;
- C. City of Ketchum's IFB for the Project

34. AUTHORIZATION. The undersigned representative of CONTRACTOR certifies that he/she is an authorized agent of CONTRACTOR and has been duly authorized to bind CONTRACTOR to the terms of this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused their representatives and officials to execute this Agreement, which shall be effective as of the 26th day of November, 2018.

CONTRACTOR:

Whitehead's Landscaping

By: _____

Name: _____

Title: _____

OWNER:

CITY OF KETCHUM, a municipal corporation

By: _____

Suzanne Frick, City Administrator

ATTEST:

Robin Crotty, City Clerk

Attachment A – Scope of Work

The City of Ketchum is seeking flower installation and maintenance services on City-owned property. The areas of installation include:

- 32 count 16-inch hanging baskets amended with water holding materials
- 7 count 18-inch window boxes amended with water holding materials
- 7 count 24-inch window boxes amended with water holding materials
- 10 count 15-inch inserts for round concrete planter
- 10 count 18-inch inserts for round concrete planter
- 6 count 21-inch inserts for round concrete planter
- A mix of perennials (1/3) and annuals (2/3) for the below listed beds (which also contain a tree and existing perennials to be planted around). The City requires a minimum of 220 count 4" plants and 774 count 6" plants in the following beds:
 - o 11 count 3' by 9'
 - o 1 count 4' by 9'
 - o 13 count 5' by 10'
 - o 1 count 5' by 25'
 - o 3 count 5' by 30'
 - o 1 count 6' by 10'

Maintenance is intended to be performed once per week for a duration of 12 weeks during the season as directed by the Project Manager.



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve a Professional Services Agreement Contract #20297 with Galena Engineering, Inc. for Sidewalk Infill Surveying and Design

Recommendation and Summary

Staff recommends Council approve a Professional Services Agreement with Galena for surveying and design of the Sidewalk Infill project and adopt the following motion:

“I move to enter into a contract with Galena Engineering for sidewalk infill surveying and design services”

The reasons for the recommendation are as follows:

- Support ongoing efforts to enhance pedestrian infrastructure within the city.
- Design all identified sidewalk locations to be “shovel ready”
- Finalize design this winter for bidding and construction in Spring of 2019

Introduction and History

Providing a safe, complete and comprehensive pedestrian circulation system is a vision of the City that has been identified in various plans and studies. In 2018 the Ketchum Urban Renewal Agency commissioned a sidewalk feasibility study to determine the feasibility of construction of various missing sidewalk locations within the community core.

Per Idaho Code Title 67-2320, the City of Ketchum solicited Statements of Qualifications (SOQ's) from qualified Professional Engineering firms to provide professional engineering, planning, surveying, construction administration, and related services for developing new city sidewalks. Through the qualification based selection (QBS) Galena Engineering was selected.

Analysis

Moving forward with surveying and design of the easy to moderately difficult sidewalks sections identified in the 2018 Ketchum URA Sidewalk Feasibility Study will facilitate bidding and construction in 2019.

Financial Impact

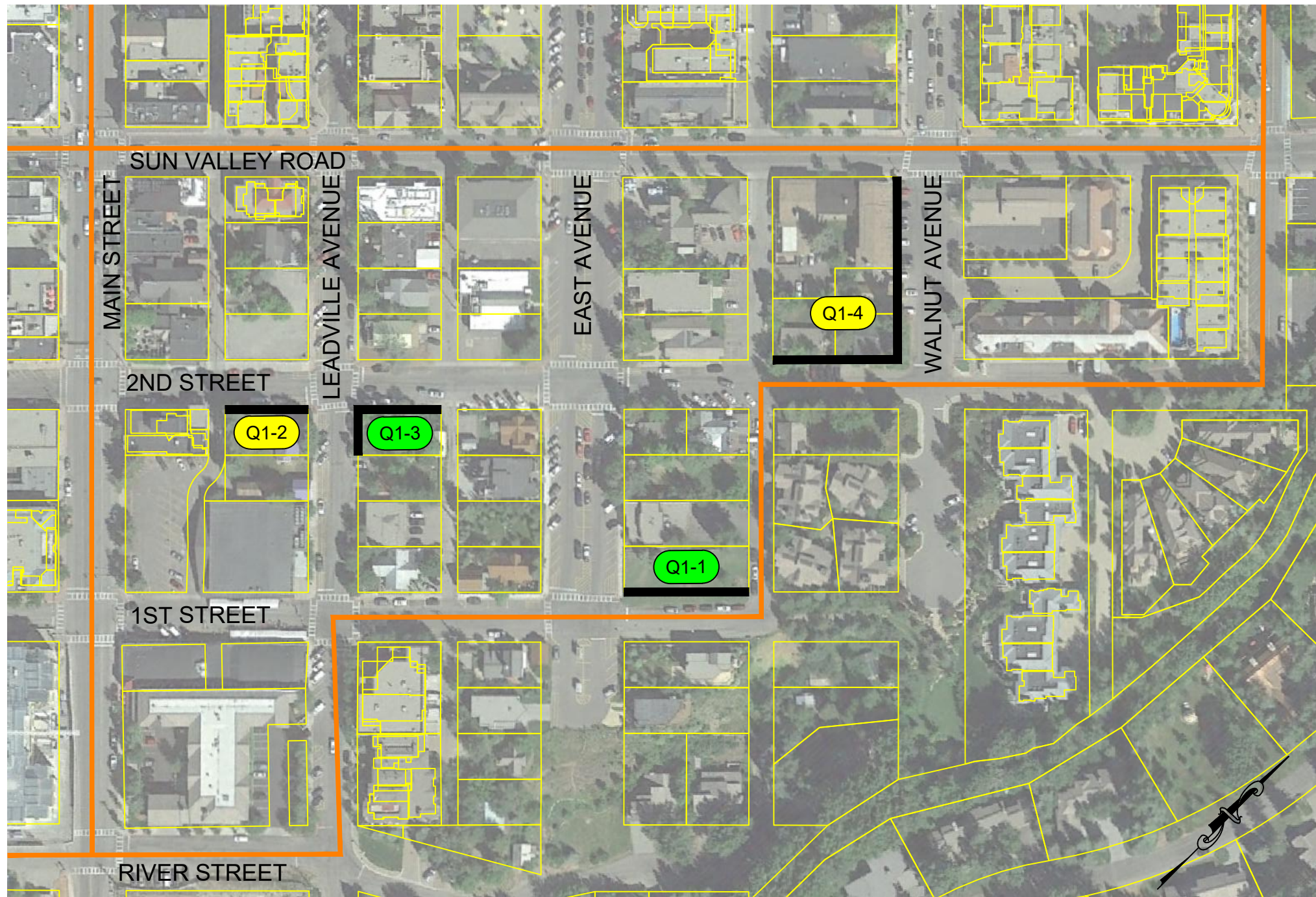
The KURA has identified over \$400,000 for funding for this project. The City has budgeted \$100,000 for sidewalks. The plan is to design all the green and yellow segments and scale back on construction of the segments if costs exceed available funding.

Attachments:

2018 Ketchum URA Sidewalk Feasibility Study – Quadrant Maps

Professional Services Agreement Contract #20297

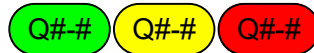
Attachment A - Survey Scope and Fee Estimate and Civil Design Scope and Fee Estimate



QUADRANT 1

LEGEND

GALENA CLASSIFICATION

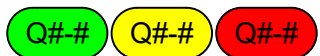


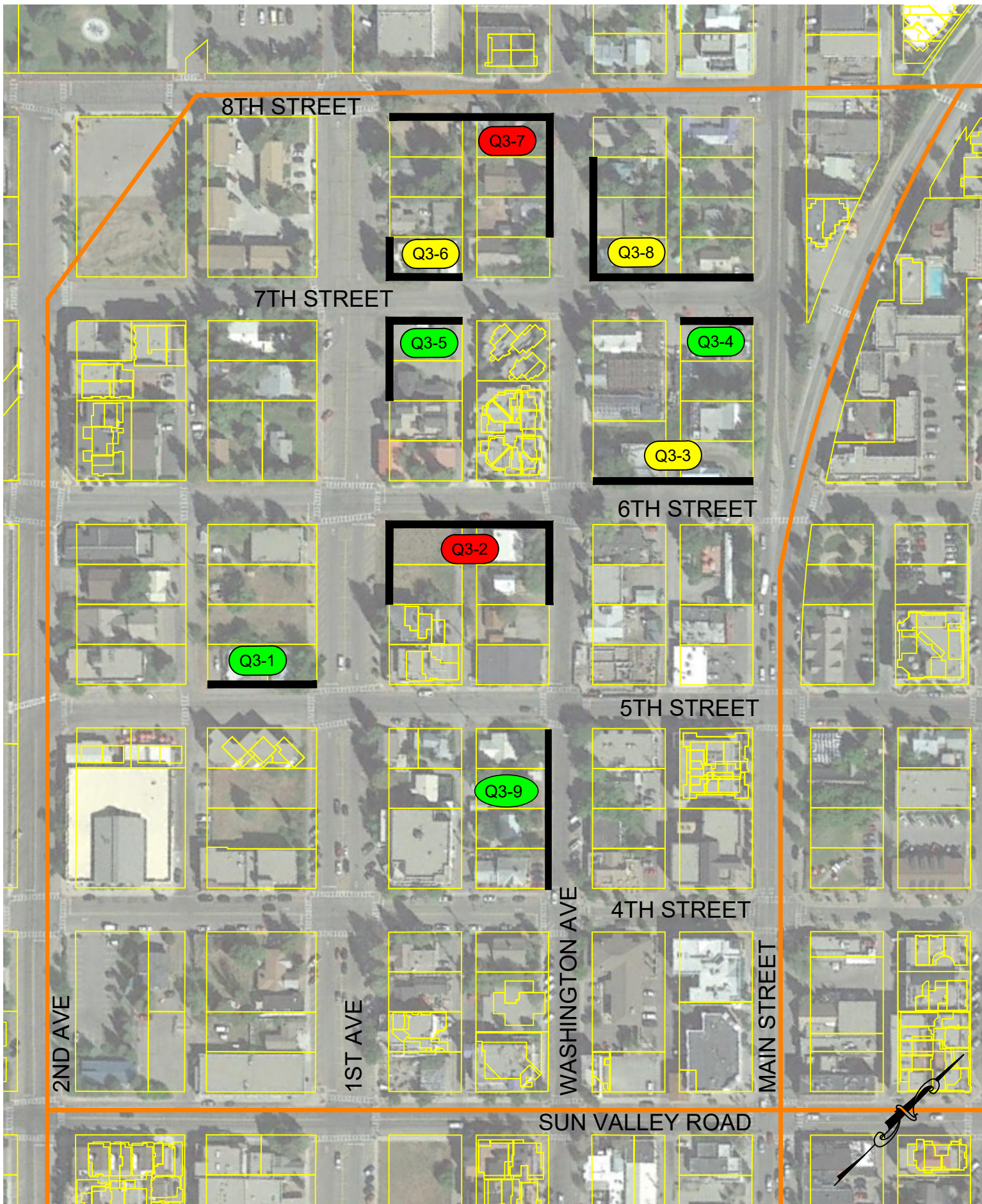


QUADRANT 2

LEGEND

GALENA CLASSIFICATION

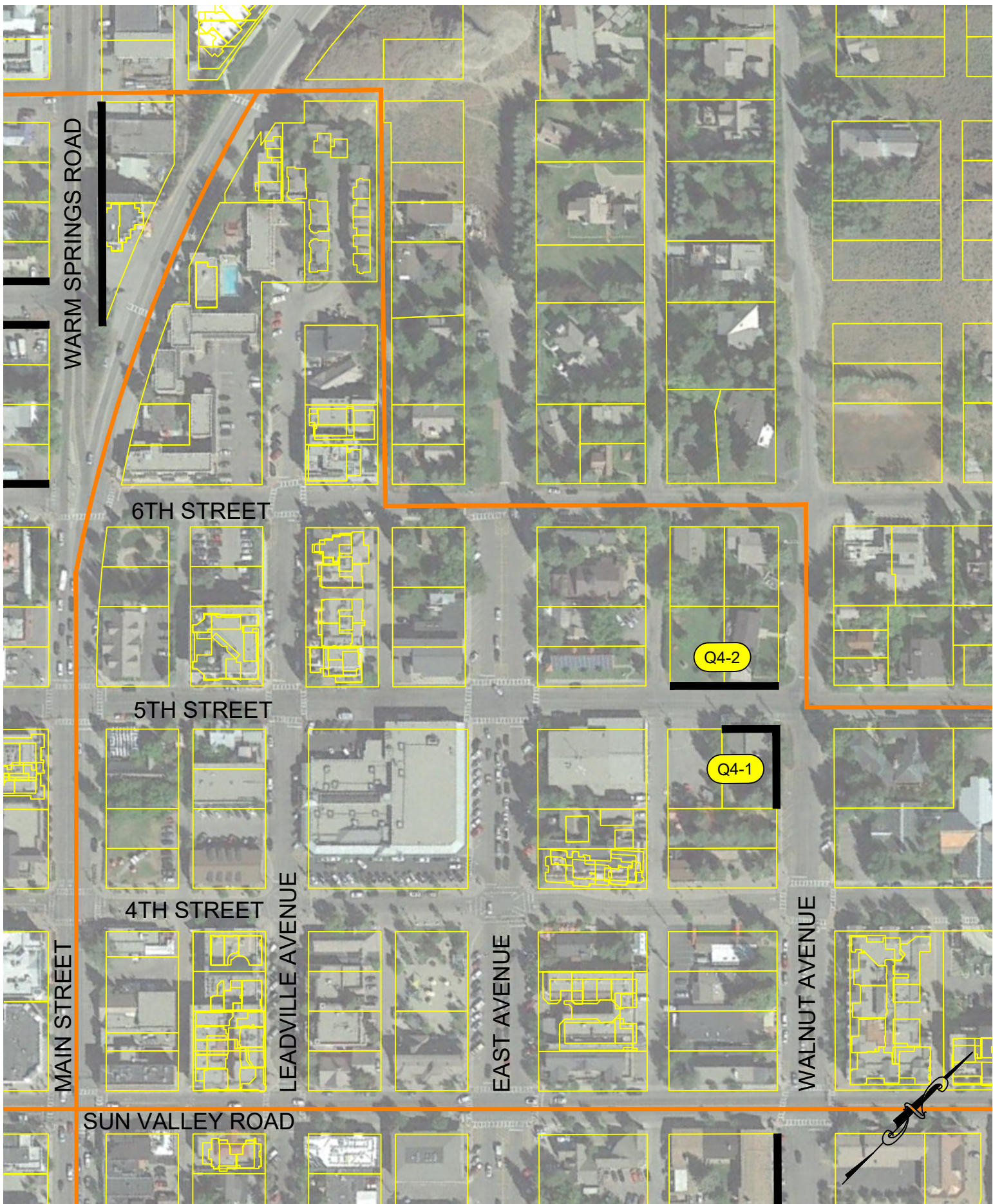




QUADRANT 3

LEGEND

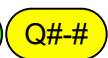
GALENA CLASSIFICATION Q#-# Q#-# Q#-#



QUADRANT 4

LEGEND

GALENA CLASSIFICATION



PROFESSIONAL SERVICES AGREEMENT: Contract #20297

This Professional Services Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho ("City"), and Galena Engineering Inc. ("Contractor").

RECITALS

To complete survey and engineering design associated with the Sidewalk Infill Project Galena Engineers Inc. submitted a scope and fee estimate. That scope and fee estimate is incorporated herein and made a part of this Agreement by this reference and attached as Exhibit A.

WHEREAS, Contractor desires to provide professional services for the survey and engineering design of the 2019 Sidewalk Infill project pursuant to the terms and conditions hereof; and

Whereas, the City is empowered by Idaho Code section 50-301 to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents, and to implement projects approved within the adopted budget; and

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

AGREEMENT

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

1. SCOPE OF WORK:

Contractor will provided the following services: preparation of base mapping/survey, design criteria, engineering analysis, engineer's opinion of probable cost, preliminary design plans, final design plans and specifications, site visits, 2019 construction bidding support, 2019 construction RFI and submittal review, and 2019 as-built construction drawings.

2. AMOUNT AND METHOD OF PAYMENT: The City agrees to pay Contractor on a time and material basis not to exceed amount of \$161,404.00 for services rendered under this Agreement.

- a. Contractor shall maintain time and expense records and make them available to the City monthly and provide monthly invoices in a format acceptable to the City for work performed to the date of the invoice. Each invoice shall specify charges as they relate to specific tasks. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date.
- b. All invoices shall be paid by the City within forty-five (45) days of receipt of proper invoice unless no funds are available, then as soon as funds become available. Uncontested invoices paid after forty-five days may be subject to the statutory rate of interest pursuant to Idaho Code section 67-2302.
- c. If the services subject to a specific invoice do not meet the requirements of this Agreement as the City may determine, the City shall notify Contractor in writing and

provide specific deficiencies in the work that do not meet the requirements. Contractor shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in the City's written notice. If the City again determines the work fails to meet the requirements, the City may withhold payment until deficiencies have been corrected to the City's satisfaction or may terminate this Agreement for cause as set forth in Section 19 of this Agreement.

- 3. RIGHT OF CONTROL:** The City agrees that it will have no right to control or direct the details, manner, or means by which Contractor accomplishes the results of the services performed hereunder. Contractor has no obligation to work any particular hours or days or any particular number of hours or days. Contractor agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement. Contractor agrees to coordinate project schedules and respective commencements and deadlines the Planning and Building Director and/or City Administrator may establish.
- 4. INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.
- 5. RECORDS ACCESS AND AUDITS:** Contractor shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by the City representatives for three (3) years after final payment. Copies shall be made available to the city upon request.
- 6. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is solely responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law.
- 7. LICENSES AND LAW:** Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Contractor further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.
- 8. FRINGE BENEFITS:** Because Contractor is engaged in its own independently established business, Contractor is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.
- 9. WORKER'S COMPENSATION:** Contractor shall maintain in full force and effect worker's compensation and employer's liability insurance for Contractor and any agents, employees, and staff that Contractor may employ, and provide proof to the City of such coverage or that such worker's compensation insurance is not required under the circumstances.

- 10. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES:** Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.
- 11. PROPRIETARY RIGHTS:** All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.
- 12. CONFIDENTIALITY:** Contractor agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents unless and until the City signifies its written approval that such work product may be published as final work product subject to the public records laws of the state of Idaho. The City reserves the right to distribute the final work product as it sees fit provided that Contractor may use final reports as approved and adopted by the Ketchum City Council in the marketing of its firm.
- 13. TERM OF AGREEMENT:** This Agreement shall commence as of the effective date specified in Section 30 and shall remain in effect for one (1) year unless terminated by either party as specified as set forth in this agreement.
- 15. ENTIRE AGREEMENT:** This Agreement, along with any and all exhibits and appendix attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- 16. GENERAL ADMINISTRATION AND MANAGEMENT:** The Planning and Building Director and/or the City Administrator or his/her designee shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.
- 17. CHANGES:** The City reserves the right to makes changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease in Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.
- 18. AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both the City and Contractor.
- 19. ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that Contractor shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of the City.
- 20. TERMINATION OF AGREEMENT:**
1. **FOR CAUSE DUE TO BREACH:** If Contractor shall fail to fulfill its obligations in compliance with the scope of work or if Contractor shall violate any of the covenants,

agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined. Contractor shall also provide the City all products or works of consulting generated to date of termination.

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

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

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

To CITY: City of Ketchum
 Attn: Neil Bradshaw, Mayor
 P.O. Box 2315
 Ketchum, ID 83340

To CONTRACTOR: Galena Engineering Inc.
 Attn: Sean Flynn, Corporate Vice President
 317 N. River Street
 Hailey, ID 83333

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

23. STANDARD OF SERVICE: Contractor shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted

professional practices for the scope of this project. Contractor makes no other warranty either expressed or implied.

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

25. INSURANCE: Contractor agrees to obtain and keep in force during its acts under this Agreement a professional liability insurance policy with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City. Contractor shall provide proof of coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to notify the City ten (10) days prior to cancellation of said policy. Deliver certificates of insurance and endorsements required by this Article to:

City of Ketchum
Attn: Grant Gager, Director of Finance & Internal Services
PO Box 2315
Ketchum, ID 83340
Telephone: (208) 726-3841

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

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

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

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

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

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

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

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

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

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

CITY OF KETCHUM

CONTRACTOR – GALENA ENGINEERING INC.

By: _____
Neil Bradshaw
Mayor

By: _____
Sean Flynn
Corporate Vice President

DATE: _____

DATE: _____

ATTEST:

By: _____
Robin Crotty
City Clerk

DATE: _____

Surveying Scope and Fee Estimate for Ketchum Sidewalk Infill Project

10/29/18 SMF File: P:\Data\Proposals\2018 Proposals

Our opinion of probable cost for our services is shown below; this cost is an estimate based upon our experience and our actual cost for the job will be based on time and materials, but will not exceed this amount without prior approval. As always, our services may be expanded at any time should you desire to do so, and we can revise our opinion of probable cost at that time. Unless otherwise shown below, specifically not included in this estimate are any third party fees such as plat application fees, ITD permit fees, utility locates, wetland studies (NA), title reports, or other expenses that are not part of direct labor and materials expenses of Galena Engineering Inc.

Segment Number	Street Name	Cost
Q1-1	1st Street from East Ave east to alley	\$1,633
Q1-2	2nd Street from Leadville Ave west to Alley	\$1,103
Q1-3	2nd Street from Leadville Avenue east to Alley & Leadville Avenue from 2nd Street south along 180 N Leadville Avenue	\$1,103
Q1-4	2nd Street from Walnut Avenue west to Alley & Walnut Avenue from 2nd Street north to Sun Valley Road	\$2,228
Total Cost Quadrant 1		\$6,065
Q2-1	River Street from 2nd Avenue east to the Alley & 2nd Avenue from River Street north along 191 W River Street	\$1,868
Q2-2	1st Street from 2nd Avenue east to the Alley	\$1,633
Q2-3	1st Street from 1st Avenue west to the Alley	\$1,633
Q2-4	2nd Street from 2nd Avenue east to the Alley	\$1,633
Q2-5	2nd Street from 1st Avenue west to Alley & 1st Avenue north along 211 N 1st Avenue	\$1,868
Total Cost Quadrant 2		\$8,633
Q3-1	5th Street from 1st Avenue west to the Alley	\$1,633
Q3-2	1st Avenue from 6th Street south to Mid-Block & 6th Street from 1st Avenue to Washington Avenue &	\$2,463
Q3-3	6th Street from Washington Avenue east to Main Street	\$1,868
Q3-4	7th Street from Warm Springs Road west to Alley	\$1,633
Q3-5	1st Avenue from 7th Street south to Mid-Block & 7th Street from 1st Avenue east to Alley	\$1,188
Q3-6	1st Avenue from 7th Street north along 111 E 7th Street & 7th Street from 1st Avenue east to Alley	\$1,868
Q3-7	8th Street from 1st Avenue east to Washington Avenue & Washington Avenue from 8th Street south to 731 N Washington Avenue Frontage	\$2,463
Q3-8	7th Street from Warm Springs Road west to Washington Avenue & Washington Avenue from 7th Street north to 760 N Washington Avenue Frontage	\$2,463
Q3 extra piece	Washington Avenue from 4th Street to 5th Street	\$1,868
Total Cost Quadrant 3		\$17,443
Q4-1	5th Street from Walnut Avenue west along 580 E 5th Street & Walnut Avenue from 5th Street south along 580 E 5th Street	\$1,868
Q4-2	5th Street from Walnut Avenue west along to Alley	\$1,633
Total Cost Quadrant 4		\$3,500

Total Opinion of Probable Cost **\$35,640**

See detailed breakdown for each sidewalk section on attached pages

Surveying Scope and Fee Estimate for Ketchum Sidewalk Infill Project

10/29/18 SMF File: P:\Data\Proposals\2018 Proposals

Item Number	Item Description	Project Manager	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

1.00 Q1-1, 1st Street from East Ave east to alley

1.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
1.02	Prepare survey calcs (street intersection information)		0.5			\$55
1.04	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
1.05	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			3.0		\$390
1.07	Review boundary information collected, establish ROW		1.0			\$110
1.08	Prepare survey drawing				4.0	\$420
1.09	Peer review of survey drawing	0.5				\$63
1.10	Prepare final survey drawing and send to client		1.0			\$110
1.11	Utility Locate by private locator					\$300

Man Hours Subtotal	0.5	3.0	4.0	4.0	
Opinion of Probable Cost Per Position	\$63	\$330	\$520	\$420	
Total Opinion of Probable Cost This Sidewalk Section					\$1,633

2.00 Q1-2, 2nd Street from Leadville Ave west to Alley (field information already collected, except utilities)

2.01	Coordinate utility locate		0.5			\$55
2.02	Field survey to collect utility information			2.0		\$260
2.03	Prepare survey drawing				3.0	\$315
2.04	Peer review of survey drawing	0.5				\$63
2.05	Prepare final survey drawing and send to client		1.0			\$110
2.06	Utility Locate by private locator					\$300

Man Hours Subtotal	0.5	1.5	2.0	3.0	
Opinion of Probable Cost Per Position	\$63	\$165	\$260	\$315	
Total Opinion of Probable Cost This Sidewalk Section					\$1,103

3.00 Q1-3, 2nd Street from Leadville Avenue east to Alley & Leadville Avenue from 2nd Street south along 180 N Leadville Avenue (field information already collected, except utilities)

3.01	Coordinate utility locate		0.5			\$55
3.02	Field survey to collect utility information			2.0		\$260
3.03	Prepare survey drawing				3.0	\$315
3.04	Peer review of survey drawing	0.5				\$63
3.05	Prepare final survey drawing and send to client		1.0			\$110
3.06	Utility Locate by private locator					\$300

Man Hours Subtotal	0.5	1.5	2.0	3.0	
Opinion of Probable Cost Per Position	\$63	\$165	\$260	\$315	
Total Opinion of Probable Cost This Sidewalk Section					\$1,103

4.00 Q1-4, 2nd Street from Walnut Avenue west to Alley & Walnut Avenue from 2nd Street north to Sun Valley Road

4.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
4.02	Prepare survey calcs (street intersection information)		0.5			\$55
4.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
4.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			6.0		\$780
4.05	Review boundary information collected, establish ROW		1.0			\$110
4.06	Prepare survey drawing				5.0	\$525
4.07	Peer review of survey drawing	0.5				\$63
4.08	Prepare final survey drawing and send to client		1.0			\$110
4.09	Utility Locate by private locator					\$400

Man Hours Subtotal	0.5	3.0	7.0	5.0	
Opinion of Probable Cost Per Position	\$63	\$330	\$910	\$525	
Total Opinion of Probable Cost This Sidewalk Section					\$2,228

Surveying Scope and Fee Estimate for Ketchum Sidewalk Infill Project

10/29/18 SMF File: P:\Data\Proposals\2018 Proposals

Item Number	Item Description	Project Manager	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

5.00 Q2-1, River Street from 2nd Avenue east to the Alley & 2nd Avenue from River Street north along 191 W River Street

5.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
5.02	Prepare survey calcs (street intersection information)		0.5			\$55
5.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
5.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			4.0		\$520
5.05	Review boundary information collected, establish ROW		1.0			\$110
5.06	Prepare survey drawing				5.0	\$525
5.07	Peer review of survey drawing	0.5				\$63
5.08	Prepare final survey drawing and send to client		1.0			\$110
5.09	Utility Locate by private locator					\$300

Man Hours Subtotal

Opinion of Probable Cost Per Position

Total Opinion of Probable Cost This Sidewalk Section **\$1,868**

6.00 Q2-2, 1st Street from 2nd Avenue east to the Alley

6.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
6.02	Prepare survey calcs (street intersection information)		0.5			\$55
6.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
6.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			3.0		\$390
6.05	Review boundary information collected, establish ROW		1.0			\$110
6.06	Prepare survey drawing				4.0	\$420
6.07	Peer review of survey drawing	0.5				\$63
6.08	Prepare final survey drawing and send to client		1.0			\$110
6.09	Utility Locate by private locator					\$300

Man Hours Subtotal

Opinion of Probable Cost Per Position

Total Opinion of Probable Cost This Sidewalk Section **\$1,633**

7.00 Q2-3, 1st Street from 1st Avenue west to the Alley

7.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
7.02	Prepare survey calcs (street intersection information)		0.5			\$55
7.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
7.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			3.0		\$390
7.05	Review boundary information collected, establish ROW		1.0			\$110
7.06	Prepare survey drawing				4.0	\$420
7.07	Peer review of survey drawing	0.5				\$63
7.08	Prepare final survey drawing and send to client		1.0			\$110
7.09	Utility Locate by private locator					\$300

Man Hours Subtotal

Opinion of Probable Cost Per Position

Total Opinion of Probable Cost This Sidewalk Section **\$1,633**

Surveying Scope and Fee Estimate for Ketchum Sidewalk Infill Project

10/29/18 SMF File: P:\Data\Proposals\2018 Proposals

Item Number	Item Description	Project Manager	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

8.00 Q2-4, 2nd Street from 2nd Avenue east to the Alley

8.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
8.02	Prepare survey calcs (street intersection information)		0.5			\$55
8.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
8.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			3.0		\$390
8.05	Review boundary information collected, establish ROW		1.0			\$110
8.06	Prepare survey drawing				4.0	\$420
8.07	Peer review of survey drawing	0.5				\$63
8.08	Prepare final survey drawing and send to client		1.0			\$110
8.09	Utility Locate by private locator					\$300

Man Hours Subtotal

Opinion of Probable Cost Per Position

Total Opinion of Probable Cost This Sidewalk Section **\$1,633**

9.00 Q2-5, 2nd Street from 1st Avenue west to Alley & 1st Avenue north along 211 N 1st Avenue

9.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
9.02	Prepare survey calcs (street intersection information)		0.5			\$55
9.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
9.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			4.0		\$520
9.05	Review boundary information collected, establish ROW		1.0			\$110
9.06	Prepare survey drawing				5.0	\$525
9.07	Peer review of survey drawing	0.5				\$63
9.08	Prepare final survey drawing and send to client		1.0			\$110
9.09	Utility Locate by private locator					\$300

Man Hours Subtotal

Opinion of Probable Cost Per Position

Total Opinion of Probable Cost This Sidewalk Section **\$1,868**

10.00 Q3-1, 5th Street from 1st Avenue west to the Alley

10.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
10.02	Prepare survey calcs (street intersection information)		0.5			\$55
10.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
10.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			3.0		\$390
10.05	Review boundary information collected, establish ROW		1.0			\$110
10.06	Prepare survey drawing				4.0	\$420
10.07	Peer review of survey drawing	0.5				\$63
10.08	Prepare final survey drawing and send to client		1.0			\$110
10.09	Utility Locate by private locator					\$300

Man Hours Subtotal

Opinion of Probable Cost Per Position

Total Opinion of Probable Cost This Sidewalk Section **\$1,633**

Surveying Scope and Fee Estimate for Ketchum Sidewalk Infill Project

10/29/18 SMF File: P:\Data\Proposals\2018 Proposals

Item Number	Item Description	Project Manager	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

11.00 Q3-2,1st Avenue from 6th Street south to Mid-Block & 6th Street from 1st Avenue to Washington Avenue &

11.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
11.02	Prepare survey calcs (street intersection information)		0.5			\$55
11.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
11.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			7.0		\$910
11.05	Review boundary information collected, establish ROW		1.0			\$110
11.06	Prepare survey drawing				6.0	\$630
11.07	Peer review of survey drawing	0.5				\$63
11.08	Prepare final survey drawing and send to client		1.0			\$110
11.09	Utility Locate by private locator					\$400
Man Hours Subtotal		0.5	3.0	8.0	6.0	
Opinion of Probable Cost Per Position		\$63	\$330	\$1,040	\$630	
Total Opinion of Probable Cost This Sidewalk Section					\$2,463	

12.00 Q3-3, 6th Street from Washington Avenue east to Main Street

12.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
12.02	Prepare survey calcs (street intersection information)		0.5			\$55
12.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
12.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			4.0		\$520
12.05	Review boundary information collected, establish ROW		1.0			\$110
12.06	Prepare survey drawing				5.0	\$525
12.07	Peer review of survey drawing	0.5				\$63
12.08	Prepare final survey drawing and send to client		1.0			\$110
12.09	Utility Locate by private locator					\$300
Man Hours Subtotal		0.5	3.0	5.0	5.0	
Opinion of Probable Cost Per Position		\$63	\$330	\$650	\$525	
Total Opinion of Probable Cost This Sidewalk Section					\$1,868	

13.00 Q3-4, 7th Street from Warm Springs Road west to Alley

13.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
13.02	Prepare survey calcs (street intersection information)		0.5			\$55
13.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
13.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			3.0		\$390
13.05	Review boundary information collected, establish ROW		1.0			\$110
13.06	Prepare survey drawing				4.0	\$420
13.07	Peer review of survey drawing	0.5				\$63
13.08	Prepare final survey drawing and send to client		1.0			\$110
13.09	Utility Locate by private locator					\$300
Man Hours Subtotal		0.5	3.0	4.0	4.0	
Opinion of Probable Cost Per Position		\$63	\$330	\$520	\$420	
Total Opinion of Probable Cost This Sidewalk Section					\$1,633	

Surveying Scope and Fee Estimate for Ketchum Sidewalk Infill Project

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Item Number	Item Description	Project Manager	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

14.00 Q3-5, 1st Avenue from 7th Street south to Mid-Block & 7th Street from 1st Avenue east to Alley (most to be built by Franz)

14.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
14.02	Prepare survey calcs (street intersection information)		0.5			\$55
14.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
14.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			2.0		\$260
14.05	Review boundary information collected, establish ROW		0.5			\$55
14.06	Prepare survey drawing				3.0	\$315
14.07	Peer review of survey drawing	0.5				\$63
14.08	Prepare final survey drawing and send to client		0.5			\$55
14.09	Utility Locate by private locator					\$200
Man Hours Subtotal		0.5	2.0	3.0	3.0	
Opinion of Probable Cost Per Position		\$63	\$220	\$390	\$315	
Total Opinion of Probable Cost This Sidewalk Section						\$1,188

15.00 Q3-6, 1st Avenue from 7th Street north along 111 E 7th Street & 7th Street from 1st Avenue east to Alley

15.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
15.02	Prepare survey calcs (street intersection information)		0.5			\$55
15.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
15.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			4.0		\$520
15.05	Review boundary information collected, establish ROW		1.0			\$110
15.06	Prepare survey drawing				5.0	\$525
15.07	Peer review of survey drawing	0.5				\$63
15.08	Prepare final survey drawing and send to client		1.0			\$110
15.09	Utility Locate by private locator					\$300
Man Hours Subtotal		0.5	3.0	5.0	5.0	
Opinion of Probable Cost Per Position		\$63	\$330	\$650	\$525	
Total Opinion of Probable Cost This Sidewalk Section						\$1,868

16.00 Q3-7, 8th Street from 1st Avenue east to Washington Avenue & Washington Avenue from 8th Street south to 731 N

16.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
16.02	Prepare survey calcs (street intersection information)		0.5			\$55
16.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
16.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			7.0		\$910
16.05	Review boundary information collected, establish ROW		1.0			\$110
16.06	Prepare survey drawing				6.0	\$630
16.07	Peer review of survey drawing	0.5				\$63
16.08	Prepare final survey drawing and send to client		1.0			\$110
16.09	Utility Locate by private locator					\$400
Man Hours Subtotal		0.5	3.0	8.0	6.0	
Opinion of Probable Cost Per Position		\$63	\$330	\$1,040	\$630	
Total Opinion of Probable Cost This Sidewalk Section						\$2,463

Surveying Scope and Fee Estimate for Ketchum Sidewalk Infill Project

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Item Number	Item Description	Project Manager	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

17.00 Q3-8, 7th Street from Warm Springs Road west to Washington Avenue & Washington Avenue from 7th Street north to 760 N

17.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
17.02	Prepare survey calcs (street intersection information)		0.5			\$55
17.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
17.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			7.0		\$910
17.05	Review boundary information collected, establish ROW		1.0			\$110
17.06	Prepare survey drawing				6.0	\$630
17.07	Peer review of survey drawing	0.5				\$63
17.08	Prepare final survey drawing and send to client		1.0			\$110
17.09	Utility Locate by private locator					\$400

Man Hours Subtotal 0.5 3.0 8.0 6.0

Opinion of Probable Cost Per Position \$63 \$330 \$1,040 \$630

Total Opinion of Probable Cost This Sidewalk Section **\$2,463**

18.00 Q3 extra piece, Washington Avenue from 4th Street to 5th Street

18.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
18.02	Prepare survey calcs (street intersection information)		0.5			\$55
18.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
18.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			4.0		\$520
18.05	Review boundary information collected, establish ROW		1.0			\$110
18.06	Prepare survey drawing				5.0	\$525
18.07	Peer review of survey drawing	0.5				\$63
18.08	Prepare final survey drawing and send to client		1.0			\$110
18.09	Utility Locate by private locator					\$300

Man Hours Subtotal 0.5 3.0 5.0 5.0

Opinion of Probable Cost Per Position \$63 \$330 \$650 \$525

Total Opinion of Probable Cost This Sidewalk Section **\$1,868**

Surveying Scope and Fee Estimate for Ketchum Sidewalk Infill Project

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Item Number	Item Description	Project Manager	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

Item Number	Item Description	Project Manager	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
19.00	Q4-1, 5th Street from Walnut Avenue west along 580 E 5th Street & Walnut Avenue from 5th Street south along 580 E 5th					
19.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
19.02	Prepare survey calcs (street intersection information)		0.5			\$55
19.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
19.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			4.0		\$520
19.05	Review boundary information collected, establish ROW		1.0			\$110
19.06	Prepare survey drawing				5.0	\$525
19.07	Peer review of survey drawing	0.5				\$63
19.08	Prepare final survey drawing and send to client		1.0			\$110
19.09	Utility Locate by private locator					\$300
Man Hours Subtotal		0.5	3.0	5.0	5.0	
Opinion of Probable Cost Per Position		\$63	\$330	\$650	\$525	
Total Opinion of Probable Cost This Sidewalk Section						\$1,868

Item Number	Item Description	Project Manager	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
20.00	Q4-2, 5th Street from Walnut Avenue west along to Alley					
20.01	Coordinate survey schedule with client, coordinate utility locate		0.5			\$55
20.02	Prepare survey calcs (street intersection information)		0.5			\$55
20.03	Collect intersection information for block breakdown and establishment of ROW lines			1.0		\$130
20.04	Collect planimetric survey data (structures, fences, asphalt, signs, utilities, trees 6" or larger, etc..)			3.0		\$390
20.05	Review boundary information collected, establish ROW		1.0			\$110
20.06	Prepare survey drawing				4.0	\$420
20.07	Peer review of survey drawing	0.5				\$63
20.08	Prepare final survey drawing and send to client		1.0			\$110
20.09	Utility Locate by private locator					\$300
Man Hours Subtotal		0.5	3.0	4.0	4.0	
Opinion of Probable Cost Per Position		\$63	\$330	\$520	\$420	
Total Opinion of Probable Cost This Sidewalk Section						\$1,633

Civil Design Scope and Fee Estimate for Ketchum Sidewalk Infill Project

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Our opinion of probable cost for our services is shown below; this cost is an estimate based upon our experience and our actual cost for the job will be based on time and materials, but will not exceed this amount without prior approval. As always, our services may be expanded at any time should you desire to do so, and we can revise our opinion of probable cost at that time. Unless otherwise shown below, specifically not included in this estimate are any third party fees such as plat application fees, ITD permit fees, utility locates, wetland studies (NA), title reports, or other expenses that are not part of direct labor and materials expenses of Galena Engineering Inc.

Task No.	Segment No.	Street Name	Cost
1.00	Q1-1	Q1-1, 1st Street from East Ave east to alley, 150 feet, Green	\$5,400
2.00	Q1-2	Q1-2, 2nd Street from Leadville Ave west to Alley, 100 feet, Yellow	\$5,945
3.00	Q1-3	Q1-3, 2nd St from Leadville Ave east to Alley & Leadville Ave from 2nd St south along 180 N Leadville Ave, 155 ft, Green	\$5,400
4.00	Q1-4	Q1-4, 2nd St from Walnut Ave west to Alley & Walnut Ave from 2nd St north to Sun Valley Road, 370 ft, Yellow	\$8,060
Total Cost Quadrant 1			\$24,805
5.00	Q2-1	Q2-1, River St from 2nd Ave east to the Alley & 2nd Ave from River St north along 191 W River St, 260 ft, Yellow	\$7,308
6.00	Q2-2	Q2-2, 1st Street from 2nd Avenue east to the Alley, 150 ft, Yellow	\$6,950
7.00	Q2-3	Q2-3, 1st Street from 1st Avenue west to the Alley, 150 feet, Yellow	\$6,950
8.00	Q2-4	Q2-4, 2nd Street from 2nd Avenue east to the Alley, 150 feet, Green	\$5,400
9.00	Q2-5	Q2-5, 2nd Street from 1st Avenue west to Alley & 1st Avenue north along 211 N 1st Avenue, 205 feet, Yellow	\$7,308
Total Cost Quadrant 2			\$33,915
10.00	Q3-1	Q3-1, 5th Street from 1st Avenue west to the Alley, 150 ft, Green	\$5,610
11.00	Q3-2	Q3-2, 1st Ave from 6th St sth to Mid-Blk & 6th St from 1st Ave to Wash Ave & Wash Ave from 6th St sth to Mid-Blk, 440 feet, Red (portion along 1st Ave to be built by proposed development) - NOT IN SCOPE	---
12.00	Q3-3	Q3-3, 6th Street from Washington Avenue east to Main Street, 220 feet, Yellow, Lefty's	\$7,978
13.00	Q3-4	Q3-4, 7th Street from Warm Springs Road west to Alley, 100 feet, Green	\$5,400
14.00	Q3-5	Q3-5, 1st Ave from 7th St south to Mid-Block & 7th St from 1st Ave east to Alley (most to be built by Franz), 55 feet, Green	\$3,643
15.00	Q3-6	Q3-6, 1st Avenue from 7th Street north along 111 E 7th Street & 7th Street from 1st Avenue east to Alley, 155 ft, Yellow	\$6,615
16.00	Q3-7	Q3-7, 8th Street from 1st Avenue east to Washington Avenue & Washington Avenue from 8th Street south to 731 N Washington Avenue Frontage, 390 feet, Red - NOT IN SCOPE	---
17.00	Q3-8	Q3-8, 7th Street from Warm Springs Road west to Washington Avenue & Washington Avenue from 7th Street north to 760 N Washington Avenue Frontage, 385 feet, Yellow	\$8,060
18.00	Q3-9	Q3-9, Washington Ave from 4th Street to 5th Street, 220 feet, Yellow	\$7,643
Total Cost Quadrant 3			\$44,947
19.00	Q4-1	Q4-1, 5th Street from Walnut Ave west along 580 E 5th Street & Walnut Ave from 5th St south along 580 E 5th St, 190 feet, Yellow	\$7,643
20.00	Q4-2	Q4-2, 5th St from Walnut Ave west along to Alley, 150 feet, Yellow	\$6,280
Total Cost Quadrant 4			\$13,923
21.00		Bidding and Contract Administration	\$4,425
22.00		Construction Administration	\$3,750
Total Cost			\$8,175

Total Opinion of Probable Cost **\$125,764**

See detailed breakdown for each sidewalk section on attached pages

Civil Design Scope and Fee Estimate for Ketchum Sidewalk Infill Project

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Item Number	Item Description	Project Engineer	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

1.00 Q1-1, 1st Street from East Ave east to alley, 150 feet, Green

1.01	Prepare design criteria document	1.0				\$125
1.02	Prepare preliminary design drawing	3.0			10.0	\$1,425
1.03	Preliminary design review with City	2.0				\$250
1.04	Preliminary Cost estimate (quantities and cost)	1.0			3.0	\$440
1.05	Review of utilities and design if relocation is necessary	1.0				\$125
1.06	Final vertical and horizontal alignment and grading design	2.0			5.0	\$775
1.07	Final striping plan	1.0			2.0	\$335
1.08	Final construction details	1.0			1.0	\$230
1.09	Final construction specifications	1.0			1.0	\$230
1.10	Final erosion control plan	1.0			1.0	\$230
1.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
1.12	Prepare traffic control plan	2.0			3.0	\$565
1.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670

Man Hours Subtotal**Opinion of Probable Cost Per Position****Total Opinion of Probable Cost This Sidewalk Section \$5,400****2.00 Q1-2, 2nd Street from Leadville Ave west to Alley, 100 feet, Yellow**

2.01	Prepare design criteria document	1.0				\$125
2.02	Prepare preliminary design drawing	3.0			10.0	\$1,425
2.03	Preliminary design review with City	2.0				\$250
2.04	Preliminary Cost estimate (quantities and cost)	1.0			3.0	\$440
2.05	Review of utilities and design if relocation is necessary	2.0			4.0	\$670
2.06	Final vertical and horizontal alignment and grading design	2.0			5.0	\$775
2.07	Final striping plan	1.0			2.0	\$335
2.08	Final construction details	1.0			1.0	\$230
2.09	Final construction specifications	1.0			1.0	\$230
2.10	Final erosion control plan	1.0			1.0	\$230
2.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
2.12	Prepare traffic control plan	2.0			3.0	\$565
2.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670

Man Hours Subtotal**Opinion of Probable Cost Per Position****Total Opinion of Probable Cost This Sidewalk Section \$5,945****3.00 Q1-3, 2nd St from Leadville Ave east to Alley & Leadville Ave from 2nd St south along 180 N Leadville Ave, 155 ft, Green**

3.01	Prepare design criteria document	1.0				\$125
3.02	Prepare preliminary design drawing	3.0			10.0	\$1,425
3.03	Preliminary design review with City	2.0				\$250
3.04	Preliminary Cost estimate (quantities and cost)	1.0			3.0	\$440
3.05	Review of utilities and design if relocation is necessary	1.0				\$125
3.06	Final vertical and horizontal alignment and grading design	2.0			5.0	\$775
3.07	Final striping plan	1.0			2.0	\$335
3.08	Final construction details	1.0			1.0	\$230
3.09	Final construction specifications	1.0			1.0	\$230
3.10	Final erosion control plan	1.0			1.0	\$230
3.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
3.12	Prepare traffic control plan	2.0			3.0	\$565
3.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670

Man Hours Subtotal**Opinion of Probable Cost Per Position****Total Opinion of Probable Cost This Sidewalk Section \$5,400**

Civil Design Scope and Fee Estimate for Ketchum Sidewalk Infill Project

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Item Number	Item Description	Project Engineer	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

4.00 Q1-4, 2nd St from Walnut Ave west to Alley & Walnut Ave from 2nd St north to Sun Valley Road, 370 ft, Yellow

4.01	Prepare design criteria document	1.0				\$125
4.02	Prepare preliminary design drawing	6.0			16.0	\$2,430
4.03	Preliminary design review with City	2.0				\$250
4.04	Preliminary Cost estimate (quantities and cost)	1.5			5.0	\$713
4.05	Review of utilities and design if relocation is necessary	1.0				\$125
4.06	Final vertical and horizontal alignment and grading design	3.0			7.0	\$1,110
4.07	Final striping plan	1.5			3.0	\$503
4.08	Final construction details	1.0			2.0	\$335
4.09	Final construction specifications	1.0			2.0	\$335
4.10	Final erosion control plan	1.0			2.0	\$335
4.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
4.12	Prepare traffic control plan	3.0			5.0	\$900
4.13	Final cost estimate (quantities and cost)	3.0			5.0	\$900
Man Hours Subtotal		25.0	0.0	0.0	47.0	
Opinion of Probable Cost Per Position		\$3,125	\$0	\$0	\$4,935	
Total Opinion of Probable Cost This Sidewalk Section					\$8,060	

5.00 Q2-1, River St from 2nd Ave east to the Alley & 2nd Ave from River St north along 191 W River St, 260 ft, Yellow

5.01	Prepare design criteria document	1.0				\$125
5.02	Prepare preliminary design drawing	4.0			14.0	\$1,970
5.03	Preliminary design review with City	2.0				\$250
5.04	Preliminary Cost estimate (quantities and cost)	1.5			4.0	\$608
5.05	Review of utilities and design if relocation is necessary	2.0			4.0	\$670
5.06	Final vertical and horizontal alignment and grading design	3.0			5.0	\$900
5.07	Final striping plan	1.0			3.0	\$440
5.08	Final construction details	1.0			2.0	\$335
5.09	Final construction specifications	1.0			2.0	\$335
5.10	Final erosion control plan	1.0			2.0	\$335
5.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
5.12	Prepare traffic control plan	2.0			4.0	\$670
5.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670
Man Hours Subtotal		21.5	0.0	0.0	44.0	
Opinion of Probable Cost Per Position		\$2,688	\$0	\$0	\$4,620	
Total Opinion of Probable Cost This Sidewalk Section					\$7,308	

6.00 Q2-2, 1st Street from 2nd Avenue east to the Alley, 150 ft, Yellow

6.01	Prepare design criteria document	1.0				\$125
6.02	Prepare preliminary design drawing	4.0			12.0	\$1,760
6.03	Preliminary design review with City	2.0				\$250
6.04	Preliminary Cost estimate (quantities and cost)	1.0			3.0	\$440
6.05	Review of utilities and design if relocation is necessary	3.0			6.0	\$1,005
6.06	Final vertical and horizontal alignment and grading design	3.0			7.0	\$1,110
6.07	Final striping plan	1.0			2.0	\$335
6.08	Final construction details	1.0			1.0	\$230
6.09	Final construction specifications	1.0			1.0	\$230
6.10	Final erosion control plan	1.0			1.0	\$230
6.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
6.12	Prepare traffic control plan	2.0			3.0	\$565
6.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670
Man Hours Subtotal		22.0	0.0	0.0	40.0	
Opinion of Probable Cost Per Position		\$2,750	\$0	\$0	\$4,200	
Total Opinion of Probable Cost This Sidewalk Section					\$6,950	

Civil Design Scope and Fee Estimate for Ketchum Sidewalk Infill Project

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Item Number	Item Description	Project Engineer	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

7.00 Q2-3, 1st Street from 1st Avenue west to the Alley, 150 feet, Yellow

7.01	Prepare design criteria document	1.0				\$125
7.02	Prepare preliminary design drawing	4.0			12.0	\$1,760
7.03	Preliminary design review with City	2.0				\$250
7.04	Preliminary Cost estimate (quantities and cost)	1.0			3.0	\$440
7.05	Review of utilities and design if relocation is necessary	3.0			6.0	\$1,005
7.06	Final vertical and horizontal alignment and grading design	3.0			7.0	\$1,110
7.07	Final striping plan	1.0			2.0	\$335
7.08	Final construction details	1.0			1.0	\$230
7.09	Final construction specifications	1.0			1.0	\$230
7.10	Final erosion control plan	1.0			1.0	\$230
7.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
7.12	Prepare traffic control plan	2.0			3.0	\$565
7.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670
Man Hours Subtotal		22.0	0.0	0.0	40.0	
Opinion of Probable Cost Per Position		\$2,750	\$0	\$0	\$4,200	
Total Opinion of Probable Cost This Sidewalk Section					\$6,950	

8.00 Q2-4, 2nd Street from 2nd Avenue east to the Alley, 150 feet, Green

8.01	Prepare design criteria document	1.0				\$125
8.02	Prepare preliminary design drawing	3.0			10.0	\$1,425
8.03	Preliminary design review with City	2.0				\$250
8.04	Preliminary Cost estimate (quantities and cost)	1.0			3.0	\$440
8.05	Review of utilities and design if relocation is necessary	1.0				\$125
8.06	Final vertical and horizontal alignment and grading design	2.0			5.0	\$775
8.07	Final striping plan	1.0			2.0	\$335
8.08	Final construction details	1.0			1.0	\$230
8.09	Final construction specifications	1.0			1.0	\$230
8.10	Final erosion control plan	1.0			1.0	\$230
8.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
8.12	Prepare traffic control plan	2.0			3.0	\$565
8.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670
Man Hours Subtotal		18.0	0.0	0.0	30.0	
Opinion of Probable Cost Per Position		\$2,250	\$0	\$0	\$3,150	
Total Opinion of Probable Cost This Sidewalk Section					\$5,400	

9.00 Q2-5, 2nd Street from 1st Avenue west to Alley & 1st Avenue north along 211 N 1st Avenue, 205 feet, Yellow

9.01	Prepare design criteria document	1.0				\$125
9.02	Prepare preliminary design drawing	4.0			14.0	\$1,970
9.03	Preliminary design review with City	2.0				\$250
9.04	Preliminary Cost estimate (quantities and cost)	1.5			4.0	\$608
9.05	Review of utilities and design if relocation is necessary	2.0			4.0	\$670
9.06	Final vertical and horizontal alignment and grading design	3.0			5.0	\$900
9.07	Final striping plan	1.0			3.0	\$440
9.08	Final construction details	1.0			2.0	\$335
9.09	Final construction specifications	1.0			2.0	\$335
9.10	Final erosion control plan	1.0			2.0	\$335
9.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
9.12	Prepare traffic control plan	2.0			4.0	\$670
9.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670
Man Hours Subtotal		21.5	0.0	0.0	44.0	
Opinion of Probable Cost Per Position		\$2,688	\$0	\$0	\$4,620	
Total Opinion of Probable Cost This Sidewalk Section					\$7,308	

Civil Design Scope and Fee Estimate for Ketchum Sidewalk Infill Project

11/15/18 SMF File: P:\Data\Proposals\2018 Proposals

Item Number	Item Description	Project Engineer	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

10.00 Q3-1, 5th Street from 1st Avenue west to the Alley, 150 ft, Green

10.01	Prepare design criteria document	1.0				\$125
10.02	Prepare preliminary design drawing	3.0			10.0	\$1,425
10.03	Preliminary design review with City	2.0				\$250
10.04	Preliminary Cost estimate (quantities and cost)	1.0			3.0	\$440
10.05	Review of utilities and design if relocation is necessary	1.0			2.0	\$335
10.06	Final vertical and horizontal alignment and grading design	2.0			5.0	\$775
10.07	Final striping plan	1.0			2.0	\$335
10.08	Final construction details	1.0			1.0	\$230
10.09	Final construction specifications	1.0			1.0	\$230
10.10	Final erosion control plan	1.0			1.0	\$230
10.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
10.12	Prepare traffic control plan	2.0			3.0	\$565
10.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670
Man Hours Subtotal		18.0			32.0	
Opinion of Probable Cost Per Position		\$2,250			\$3,360	
Total Opinion of Probable Cost This Sidewalk Section					\$5,610	

11.00 Q3-2, 1st Ave from 6th St sth to Mid-Blk & 6th St from 1st Ave to Wash Ave & Wash Ave from 6th St sth to Mid-Blk, 440 feet, Red (portion along 1st Ave to be built by proposed development) NOT IN SCOPE

11.01	Prepare design criteria document					
11.02	Prepare preliminary design drawing					
11.03	Preliminary design review with City					
11.04	Preliminary Cost estimate (quantities and cost)					
11.05	Review of utilities and design if relocation is necessary					
11.06	Final vertical and horizontal alignment and grading design					
11.07	Final striping plan					
11.08	Final construction details					
11.09	Final construction specifications					
11.10	Final erosion control plan					
11.11	Prepare retaining wall locations and alignments, if necessary					
11.12	Prepare traffic control plan					
11.13	Final cost estimate (quantities and cost)					
11.14	Subcontractor (structural engineer for retaining wall design)					
Man Hours Subtotal						
Opinion of Probable Cost Per Position						
Total Opinion of Probable Cost This Sidewalk Section						

12.00 Q3-3, 6th Street from Washington Avenue east to Main Street, 220 feet, Yellow, Lefty's

12.01	Prepare design criteria document	1.0				\$125
12.02	Prepare preliminary design drawing	5.0			16.0	\$2,305
12.03	Preliminary design review with City	2.0				\$250
12.04	Preliminary Cost estimate (quantities and cost)	1.5			4.0	\$608
12.05	Review of utilities and design if relocation is necessary	2.0			4.0	\$670
12.06	Final vertical and horizontal alignment and grading design	4.0			7.0	\$1,235
12.07	Final striping plan	1.0			3.0	\$440
12.08	Final construction details	1.0			2.0	\$335
12.09	Final construction specifications	1.0			2.0	\$335
12.10	Final erosion control plan	1.0			2.0	\$335
12.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
12.12	Prepare traffic control plan	2.0			4.0	\$670
12.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670
Man Hours Subtotal		23.5	0.0	0.0	48.0	
Opinion of Probable Cost Per Position		\$2,938	\$0	\$0	\$5,040	
Total Opinion of Probable Cost This Sidewalk Section					\$7,978	

Civil Design Scope and Fee Estimate for Ketchum Sidewalk Infill Project

11/15/18 SMF File: P:\Data\Proposals\2018 Proposals

Item Number	Item Description	Project Engineer	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

13.00 Q3-4, 7th Street from Warm Springs Road west to Alley, 100 feet, Green

13.01	Prepare design criteria document	1.0				\$125
13.02	Prepare preliminary design drawing	3.0			10.0	\$1,425
13.03	Preliminary design review with City	2.0				\$250
13.04	Preliminary Cost estimate (quantities and cost)	1.0			3.0	\$440
13.05	Review of utilities and design if relocation is necessary	1.0				\$125
13.06	Final vertical and horizontal alignment and grading design	2.0			5.0	\$775
13.07	Final striping plan	1.0			2.0	\$335
13.08	Final construction details	1.0			1.0	\$230
13.09	Final construction specifications	1.0			1.0	\$230
13.10	Final erosion control plan	1.0			1.0	\$230
13.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
13.12	Prepare traffic control plan	2.0			3.0	\$565
13.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670
Man Hours Subtotal		18.0	0.0	0.0	30.0	
Opinion of Probable Cost Per Position		\$2,250	\$0	\$0	\$3,150	
Total Opinion of Probable Cost This Sidewalk Section					\$5,400	

14.00 Q3-5, 1st Ave from 7th St south to Mid-Block & 7th St from 1st Ave east to Alley (most to be built by Franz), 55 feet, Green

14.01	Prepare design criteria document	1.0				\$125
14.02	Prepare preliminary design drawing	2.0			6.0	\$880
14.03	Preliminary design review with City	1.0				\$125
14.04	Preliminary Cost estimate (quantities and cost)	1.0			2.0	\$335
14.05	Review of utilities and design if relocation is necessary	1.0				\$125
14.06	Final vertical and horizontal alignment and grading design	1.0			3.0	\$440
14.07	Final striping plan	0.5			1.0	\$168
14.08	Final construction details	0.5			1.0	\$168
14.09	Final construction specifications	1.0			1.0	\$230
14.10	Final erosion control plan	0.5			1.0	\$168
14.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
14.12	Prepare traffic control plan	1.0			3.0	\$440
14.13	Final cost estimate (quantities and cost)	1.0			3.0	\$440
Man Hours Subtotal		11.5	0.0	0.0	21.0	
Opinion of Probable Cost Per Position		\$1,438	\$0	\$0	\$2,205	
Total Opinion of Probable Cost This Sidewalk Section					\$3,643	

15.00 Q3-6, 1st Avenue from 7th Street north along 111 E 7th Street & 7th Street from 1st Avenue east to Alley, 155 ft, Yellow

15.01	Prepare design criteria document	1.0				\$125
15.02	Prepare preliminary design drawing	4.0			12.0	\$1,760
15.03	Preliminary design review with City	2.0				\$250
15.04	Preliminary Cost estimate (quantities and cost)	1.0			3.0	\$440
15.05	Review of utilities and design if relocation is necessary	2.0			4.0	\$670
15.06	Final vertical and horizontal alignment and grading design	3.0			7.0	\$1,110
15.07	Final striping plan	1.0			2.0	\$335
15.08	Final construction details	1.0			1.0	\$230
15.09	Final construction specifications	1.0			1.0	\$230
15.10	Final erosion control plan	1.0			1.0	\$230
15.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
15.12	Prepare traffic control plan	2.0			3.0	\$565
15.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670
Man Hours Subtotal		21.0	0.0	0.0	38.0	
Opinion of Probable Cost Per Position		\$2,625	\$0	\$0	\$3,990	
Total Opinion of Probable Cost This Sidewalk Section					\$6,615	

Civil Design Scope and Fee Estimate for Ketchum Sidewalk Infill Project

11/15/18 SMF File: P:\Data\Proposals\2018 Proposals

Item Number	Item Description	Project Engineer	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

16.00 Q3-7, 8th Street from 1st Avenue east to Washington Avenue & Washington Avenue from 8th Street south to 731 N Washington Avenue Frontage, 390 feet, Red

NOT IN SCOPE

16.01	Prepare design criteria document					
16.02	Prepare preliminary design drawing					
16.03	Preliminary design review with City					
16.04	Preliminary Cost estimate (quantities and cost)					
16.05	Review of utilities and design if relocation is necessary					
16.06	Final vertical and horizontal alignment and grading design					
16.07	Final striping plan					
16.08	Final construction details					
16.09	Final construction specifications					
16.10	Final erosion control plan					
16.11	Prepare retaining wall locations and alignments, if necessary					
16.12	Prepare traffic control plan					
16.13	Final cost estimate (quantities and cost)					
16.14	Subcontractor (structural engineer for retaining wall design)					

Man Hours Subtotal**Opinion of Probable Cost Per Position****Total Opinion of Probable Cost This Sidewalk Section**

17.00 Q3-8, 7th Street from Warm Springs Road west to Washington Avenue & Washington Avenue from 7th Street north to 760 N Washington Avenue Frontage, 385 feet, Yellow

17.01	Prepare design criteria document	1.0				\$125
17.02	Prepare preliminary design drawing	6.0			16.0	\$2,430
17.03	Preliminary design review with City	2.0				\$250
17.04	Preliminary Cost estimate (quantities and cost)	1.5			5.0	\$713
17.05	Review of utilities and design if relocation is necessary	1.0				\$125
17.06	Final vertical and horizontal alignment and grading design	3.0			7.0	\$1,110
17.07	Final striping plan	1.5			3.0	\$503
17.08	Final construction details	1.0			2.0	\$335
17.09	Final construction specifications	1.0			2.0	\$335
17.10	Final erosion control plan	1.0			2.0	\$335
17.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
17.12	Prepare traffic control plan	3.0			5.0	\$900
17.13	Final cost estimate (quantities and cost)	3.0			5.0	\$900

Man Hours Subtotal**Opinion of Probable Cost Per Position****Total Opinion of Probable Cost This Sidewalk Section \$8,060**

18.00 Q3-9, Washington Ave from 4th Street to 5th Street, 220 feet, Yellow

18.01	Prepare design criteria document	1.0				\$125
18.02	Prepare preliminary design drawing	4.0			14.0	\$1,970
18.03	Preliminary design review with City	2.0				\$250
18.04	Preliminary Cost estimate (quantities and cost)	1.5			4.0	\$608
18.05	Review of utilities and design if relocation is necessary	2.0			4.0	\$670
18.06	Final vertical and horizontal alignment and grading design	4.0			7.0	\$1,235
18.07	Final striping plan	1.0			3.0	\$440
18.08	Final construction details	1.0			2.0	\$335
18.09	Final construction specifications	1.0			2.0	\$335
18.10	Final erosion control plan	1.0			2.0	\$335
18.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
18.12	Prepare traffic control plan	2.0			4.0	\$670
18.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670

Man Hours Subtotal**Opinion of Probable Cost Per Position****Total Opinion of Probable Cost This Sidewalk Section \$7,643**

Civil Design Scope and Fee Estimate for Ketchum Sidewalk Infill Project

11/15/18 SMF File: P:\Data\Proposals\2018 Proposals

Item Number	Item Description	Project Engineer	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$125	\$110	\$130	\$105	

19.00 Q4-1, 5th Street from Walnut Ave west along 580 E 5th Street & Walnut Ave from 5th St south along 580 E 5th St, 190 feet, Yellow

19.01	Prepare design criteria document	1.0				\$125
19.02	Prepare preliminary design drawing	4.0			14.0	\$1,970
19.03	Preliminary design review with City	2.0				\$250
19.04	Preliminary Cost estimate (quantities and cost)	1.5			4.0	\$608
19.05	Review of utilities and design if relocation is necessary	2.0			4.0	\$670
19.06	Final vertical and horizontal alignment and grading design	4.0			7.0	\$1,235
19.07	Final striping plan	1.0			3.0	\$440
19.08	Final construction details	1.0			2.0	\$335
19.09	Final construction specifications	1.0			2.0	\$335
19.10	Final erosion control plan	1.0			2.0	\$335
19.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
19.12	Prepare traffic control plan	2.0			4.0	\$670
19.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670
Man Hours Subtotal		22.5	0.0	0.0	46.0	
Opinion of Probable Cost Per Position		\$2,813	\$0	\$0	\$4,830	
Total Opinion of Probable Cost This Sidewalk Section					\$7,643	

20.00 Q4-2, 5th St from Walnut Ave west along to Alley, 150 feet, Yellow

20.01	Prepare design criteria document	1.0				\$125
20.02	Prepare preliminary design drawing	4.0			12.0	\$1,760
20.03	Preliminary design review with City	2.0				\$250
20.04	Preliminary Cost estimate (quantities and cost)	1.0			3.0	\$440
20.05	Review of utilities and design if relocation is necessary	1.0			2.0	\$335
20.06	Final vertical and horizontal alignment and grading design	3.0			7.0	\$1,110
20.07	Final striping plan	1.0			2.0	\$335
20.08	Final construction details	1.0			1.0	\$230
20.09	Final construction specifications	1.0			1.0	\$230
20.10	Final erosion control plan	1.0			1.0	\$230
20.11	Prepare retaining wall locations and alignments, if necessary	0.0			0.0	\$0
20.12	Prepare traffic control plan	2.0			3.0	\$565
20.13	Final cost estimate (quantities and cost)	2.0			4.0	\$670
Man Hours Subtotal		20.0	0.0	0.0	36.0	
Opinion of Probable Cost Per Position		\$2,500	\$0	\$0	\$3,780	
Total Opinion of Probable Cost This Sidewalk Section					\$6,280	

21.00 Bidding and Contract Administration

21.01	Prepare standard bidding documents including: instructions, requirements, ad, contract forms, bid schedule, specifications, etc..	20.0			10.0	\$3,550
21.02	Attend pre-bid conference	2.0				\$250
21.03	Respond to contractor questions	4.0				\$500
21.04	Attend bid	1.0				\$125
Man Hours Subtotal		27.0	0.0	0.0	10.0	
Opinion of Probable Cost Per Position		\$3,375	\$0	\$0	\$1,050	
Total Opinion of Probable Cost This Task					\$4,425	

22.00 Construction Administration

22.01	Review contractor material submittal's, rfi's	5.0			5.0	\$1,150
22.02	As-built drawings	2.0		10.0	10.0	\$2,600
Man Hours Subtotal		7.0	0.0	10.0	15.0	
Opinion of Probable Cost Per Position		\$875	\$0	\$1,300	\$1,575	
Total Opinion of Probable Cost This Task					\$3,750	



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing, deliberate, and approve the 2nd Reading of proposed administrative design review text amendments (Ordinance #1190) with any specific edits deemed necessary

Recommendation and Summary

Staff is recommending the Council approve the proposed administrative design review text amendment and adopt the following motion:

“I move to recommend approval of the 2nd reading of Ordinance #1190 (noting any specific edits, e.g. clarification shown in red within section 3)

The reasons for the recommendation are to:

- Streamline and clarify approval processes for minor modifications
- Clarify design review standards applicable to proposals in the MOD, as well as for floodplain development and waterway projects
- Enumerate applicable development standards for one-family dwellings

Analysis

The amendments set forth in Attachment A sets forth five edit areas to five different areas of the Ketchum Municipal Code, including: DEFINITIONS, FLOODPLAIN, DESIGN REVIEW, MOD, and DEVELOPMENT STANDARDS.

EDIT AREA #1 provides a new definition for “minor modification.”

EDIT AREA #2 clarifies that the development standards in the floodplain ordinance are the main standards to be used for reviewing projects in areas prone to flooding and not, in the majority of cases, the additional design review standards set forth in §17.96.

EDIT AREA #3 continues to require design review throughout the city for projects. However, the proposed edits more clearly define which projects are subject to Commission review and which projects are subject to written Administrative review. The proposed procedures do not change the administrative discretion allowance to forward any project requiring Design Review to the Planning & Zoning Commission.

EDIT AREA #4 clarifies design review standards applicable to proposals in the MOD.

EDIT AREA #5 sets forth minimum development standards for one-family dwellings, including requirements for drainage, utilities, snow storage, and landscaping.

Exhibit

A- Draft Ordinance #1190

EXHIBIT A

ORDINANCE NO. 1190

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.08.020: TERMS DEFINED; CHAPTER 17.88 FLOODPLAIN MANAGEMENT OVERLAY ZONING DISTRICT; CHAPTER 17.96: DESIGN REVIEW; CHAPTER 17.104: MOUNTAIN OVERLAY ZONING DISTRICT; CHAPTER 17.124 DEVELOPMENT STANDARDS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to amend the city zoning ordinance pursuant to Idaho Code § 67-6511; and

WHEREAS, improving clarity in applicable design standards and allowable administrative design review processes forwards Goal H-1, as set forth in the City's 2014 Comprehensive Plan, by improving customer service and addressing and resolving issues and problems; and

WHEREAS, the proposed revisions to the city's administrative land development standards is consistent with the Plan Implementation and Monitoring recommendations of the City's 2014 Comprehensive Plan; and

WHEREAS, the Ketchum City Council, having reviewed the proposed text amendments, held public hearings on November 5th, November 26th, and _____, 2018 found that the proposed amendments comply with the 2014 Comprehensive Plan; and

WHEREAS, the Ketchum City Council having considered the recommendation of the Planning and Zoning Commission and submitted comments and testimony from the public, having determined that it is in the best interests of the public and adopt the proposed text amendments to Title 17, Zoning Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM

Section 1: AMENDMENTS TO SECTION AMENDMENTS TO SECTION 17.08.020: TERMS DEFINED. That Title 17 of the Ketchum Municipal Code be amended. All new text proposed to be added to the Zoning Definitions section is underlined. Text that is proposed to be repealed is ~~stricken~~.

Chapter 17.08: DEFINITIONS

17.08.020: TERMS DEFINED:

MINOR MODIFICATIONS: Changes and alterations to an existing building, development project, approved unbuilt design review project, or undeveloped parcel that do not increase density, intensity, nonconformity, or the size of a feature of a site or building appendage regulated by the dimensional standards established in chapter 17.12 and 17.136.050 of this title.

Section 2. AMENDMENTS TO CHAPTER 17.88 FLOODPLAIN MANAGEMENT OVERLAY ZONING

DISTRICT (FP). That Title 17 of the Ketchum Municipal Code be amended. All new text proposed to be added to the Floodplain Management Overlay Zoning District section is underlined. Text that is proposed to be repealed is stricken.

Chapter 17.88 FLOODPLAIN MANAGEMENT OVERLAY ZONING DISTRICT (FP)

17.88.040.B.5.d

d. Applications for floodplain development permits and waterways design review shall be made ~~and processed according to the regulations contained in chapter 17.96 of this title and~~ according to section 17.88.050 et.seq. of this chapter.

17.88.040.D.2

2. All subdivision plats shall contain note(s) that refer to the required twenty five foot (25') setback from all waterways called the riparian zone in which no development is permitted, and require that riparian vegetation shall be maintained in its natural state for the protection and stabilization of the riverbank, and that removal of trees or other vegetation will be considered as part of the function of design review as set forth in section 17.88.050 of this chapter ~~and chapter 17.96 of this title.~~

17.88.050.A

A. Establishment Of Floodplain Development Permit: ~~According to chapter 17.96 of this title, a~~ A floodplain development permit shall be obtained through an application provided by the City prior to issuance of a building or excavation/grading permit for any and all "development" as defined in section 17.08.020 of this title, and construction, including "stream alteration", as defined herein, within the Floodplain Management Overlay District established in subsection 17.88.040A of this chapter.

17.88.050.B

B. Establishment Of Waterways Design Review: ~~According to chapter 17.96 of this title, a~~ Approval of waterways design review shall be obtained prior to issuance of a building or excavation/grading permit and prior to commencement of construction for any and all "development" defined in section 17.08.020 of this title within the Waterways Design Review Subdistrict as defined in subsection 17.88.040B of this chapter.

17.88.050.D.1

1. ~~According to chapter 17.96 of this title, t~~ The Administrator shall have the authority to consider and approve, approve with conditions, or deny applications for floodplain development permits and for waterways design review, as required herein.

Section 3. AMENDMENTS TO SECTION AMENDMENTS TO CHAPTER 17.96: DESIGN REVIEW.

That Title 17 of the Ketchum Municipal Code be amended. All new text proposed to be added to the Design Review section is underlined. Text that is proposed to be repealed is stricken.

Chapter 17.96: DESIGN REVIEW

17.96.010: APPLICABILITY:

A. Design Review: Design review is required for building, developing, or substantially altering the exterior of the following buildings or projects in all zoning districts:

1. Nonresidential use.
2. Public or semipublic use.
3. Multi-family dwellings, including attached and detached townhomes.
4. Mixed use.
5. Any structure with an original construction date of 1940 or earlier.
6. Any encroachment of a below grade structure in a required setback.

B. Exemptions:

1. One-family dwellings, accessory structures, and accessory dwelling units.
2. Projects not requiring a building permit.
- ~~3. Landscaping and perimeter fences not associated with a project requiring design review.~~
3. ~~4.~~ Temporary structures.
4. ~~5.~~ Public art.
5. Non-substantial or minor modifications that comply with all applicable design review standards, zoning district standards, and other code requirements without requiring a variance or other exception. Minor modifications include, but are not limited to,
 - a. demolition associated with an approved demolition permit;
 - b. driveway, walkway, and/or landscaping alterations that do not significantly change existing topography or drainage, including the removal of dead or diseased vegetation as certified by an arborist, **provided such work is** not located in the Special Flood Hazard Area or riparian zone;
 - c. the installation of fences, hedges, or walls compliant with section 17.124.130 of this title;
 - d. changes to exterior finishes including, but not limited to, (i) siding, paint, and materials; (ii) maintenance and repair of exterior facades; (iii) the addition of windows or doors; (iv) reroofs; or (v) the addition or expansion of decks and patios that are less than 30" above grade or if greater than 30" above grade comply with applicable lot coverage requirements for the zoning district;
 - e. the installation of exterior lighting compliant with chapter 17.132 of this title; and
 - f. the ground level installation and screening of utilities not greater than five feet (5') in height.
6. Minor modification exemptions, pursuant to Section 17.96.010.5, must be issued in writing by the Administrator prior to issuance of a building permit.

17.96.020: PURPOSE:

The purpose of this chapter is to maintain and enhance appearance, character, beauty and function of the City, to ensure that new development is complementary to the design of existing City neighborhoods and to protect and enhance the economic base of the City of Ketchum. (Ord. 1148, 2016)

...

17.96.030: AUTHORITY OF THE ADMINISTRATOR AND THE COMMISSION:

A. Authority of the Administrator:

1. The Administrator is authorized to approve the following exterior modifications and projects, provided they do not conflict with the provisions and requirements of this chapter:

- a. Minor modifications to projects that have received design review approval by the commission for the duration of a valid design review approval.
- ~~b. Multi-family residential projects, not located in the Community Core District, with four (4) or less units.~~
- ~~c. Changes to exterior finishes including, but not limited to, siding and materials.~~
- ~~d. Changes to existing windows or doors.~~
- ~~e. Additions of windows or doors.~~
- b. f. Additions under one thousand two hundred (1,200) square feet.
- ~~g. Accessory structures, including accessory dwelling units.~~
- ~~c. h. Master signage plans.~~
- d. Any project located on property that includes mapped floodplain areas or includes areas within the riparian setback.
- e. Minor modifications located in an overlay district as indicated upon the City of Ketchum zoning district map and this title. The Administrator may exempt a minor modification from design review if the proposal complies with all overlay district standards.

2. The Administrator is authorized to review all floodplain development permits and waterways design review permits consistent with section 17.88 et.seq. Except for multi-family dwellings and commercial structures, floodplain development permits and waterways design review permits are not subject to the design review provisions of 17.96.

3. The Administrator shall review all design review requests and determine whether a project can be approved by the Administrator or by the Commission.

~~43.~~ The Administrator shall determine what application materials and fees, as adopted by resolution, are required to approve exterior modifications as described in section 17.96.040 of this chapter.

B. Authority of the Commission:

1. Except for applications that are approved by the Administrator in subsection A of this section, the Commission shall review all other application proposals as described in section 17.96.010 off this chapter. (Ord. 1170, 2017; Ord. 1148, 2016)

C. The City Council shall approve all permanent encroachments within the City-owned right-of-way associated with a development project.

17.96.040: APPLICATION

C. Except for projects described in subsection 17.96.030A of this chapter, the following is required to be submitted for an application for design review:

1. Design review application form including project name, location, applicant, owner, project representatives, and contact information.
2. One (1) PDF electronic set of the complete application containing all requirements as listed below, plans appropriately scaled, shall be submitted. Electronic record of the materials and color sample board may be satisfied with photos. One (1) hard copy set of scalable plans showing at a minimum the following:
 - ~~j. Construction management plan showing where staging will occur, where materials are stored, and a parking plan for contractors. If any staging or parking shall occur off site, a staging/parking plan must be submitted including materials storage, excavation (backfill) stockpile areas, job trailers, blue rooms, dumpsters and contractor parking.~~
 - jk. Building corners for all proposed buildings and additions shall be staked on the site and all trees proposed to be removed shall be flagged at least one week prior to the commission meeting. The applicant shall install story poles, or other approved method, at the maximum roof peaks of the proposed buildings as required by the administrator.
 - kl. For projects requiring preapplication design review, a model or computer simulation renderings, as described in subsection 17.96.010.C of this chapter shall be required.

Section 4. AMENDMENTS TO SECTION AMENDMENTS TO CHAPTER 17.104: MOUNTAIN OVERLAY ZONING DISTRICT (MO). That Title 17 of the Ketchum Municipal Code be amended. All new text proposed to be added to the Mountain Overlay Zoning District section is underlined. Text that is proposed to be repealed is ~~stricken~~.

Chapter 17.104: MOUNTAIN OVERLAY ZONING DISTRICT (MO)

17.104.050: USE RESTRICTIONS:

The following restrictions are imposed upon construction, development and use of all real property within the mountain overlay zoning district. With the exception of non-substantial or minor modification exemptions approved administratively in writing, pursuant to Section 17.96.030 and the criteria set forth in section 17.104.070.A herein, each Each of the following activities shall be subject to design review and shall require approval under the regulations contained in chapter 17.96 of this title prior to issuance of a building permit, excavation/grading permit or commencement of any work associated with any such activity:

- A. Construction or placement of buildings or structures, including additions to any such structures or buildings existing at the effective date hereof, upon real property within the mountain overlay zoning district;
- B. Other excavation of materials, grading and filling for any purpose not associated with construction of buildings and structures described in subsection A of this section; and/or

C. Any activity regulated by Ketchum street standards title 12, chapter 12.04 of this code. Included therein are standards for private driveways. (Ord. 1135, 2015)

Section 5. AMENDMENTS TO SECTION AMENDMENTS TO CHAPTER 17.124 DEVELOPMENT STANDARDS. That Title 17 of the Ketchum Municipal Code be amended. All new text proposed to be added for the Minimum Standards for one-family dwellings section is underlined.

Chapter 17.124 Development Standards

17.124.160: MINIMUM STANDARDS FOR ONE-FAMILY DWELLINGS.

The following minimum standards apply to one-family dwellings in all zoning districts:

A. Drainage:

1. All storm water shall be retained on site.
2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
3. The city engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.
4. Drainage facilities shall be constructed per city standards.

B. Utilities:

1. All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.
2. Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.

C. Snow Storage:

1. Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas.
2. Snow storage areas shall be provided on site.
3. A designated snow storage area shall not have any dimension less than five feet (5') and shall be a minimum of twenty five (25) square feet.
4. In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.

D. Landscaping:

1. Landscaping is required for all projects.
2. Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape.
3. All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.

Section 6. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 7. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 8: PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit B shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 9. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on _____, 2018.

ATTEST:

_____ Robin Crotty, City Clerk



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Contract 20290 with the City of Sun Valley To Provide an Interim Fire Chief

Recommendation and Summary

It is recommended the council approve Contract 20290 and adopt the following motion:

I move to authorize the Mayor to approve Contract 20290 with the City of Sun Valley.

The reasons for the recommendation are as follows:

- Ketchum's interim Fire Chief will be leaving later this month and a new interim Fire Chief is necessary.
- Until a final decision is made on consolidating the Ketchum Police and Fire Departments with the City of Sun Valley, recruitment for a permanent Fire Chief is problematic due to the uncertainty of the position.
- The appointment of Taan Robrahn as interim Fire Chief is temporary.

Introduction and History

The City of Ketchum requires a Fire Chief to manage the Fire Department. Marcus Kragness has been Ketchum's interim Fire Chief since July of this year. He has informed the City that his on-site management services will cease at the end of November. Taan Robrahn, the Sun Valley Fire Chief, is well suited to perform the duties and responsibilities of interim Chief for Ketchum.

Analysis

In the proposed contract, Ketchum will pay 50% of the full costs (salary and benefits) for Taan Robrahn, Fire Chief, and 33% of the full costs for Walt Femling, Director of Public Safety. Walt Femling will provide administrative oversight and assistance. The percentages are based on the projected time that positions will dedicate towards managing the Ketchum Fire Department.

Financial Impact

The City of Ketchum anticipates that the cost reimbursement provided in the contract will likely result in lower expenditures than other arrangements. The fully-burdened annual expense (salary plus taxes and benefits) associated with a full-time chief is estimated at approximately \$180,000. The City has recently contracted for such services at an estimated annual expense of \$160,000. The City anticipates that the annual expense associated with this contract will be less than \$150,000.

Attachment A: Proposed Contract 20290

Counterpart	1 of 2
City of Ketchum	

**FIRE DEPARTMENT OPERATIONS MANAGEMENT
SERVICES AGREEMENT**

Parties:

City of Ketchum	Ketchum	P.O. Box 2315, 480 East Ave. N., Ketchum, ID 83340
City of Sun Valley	Sun Valley	P.O. Box 416, 81 Elkhorn Road Sun Valley, ID 83353

THIS FIRE DEPARTMENT OPERATIONS MANAGEMENT SERVICES AGREEMENT (“Agreement”) is made by and between the CITY OF KETCHUM, a municipal corporation of the state of Idaho, and the CITY OF SUN VALLEY, a municipal corporation of the state of Idaho.

RECITALS

- A. The cities of Ketchum and Sun Valley are currently exploring potential sharing and consolidation of public safety services, including fire services.
- B. Ketchum currently has an interim fire chief serving as operations management for the Ketchum Fire Department; the interim chief's term ends on November 30, 2018 which will create a vacancy at the Ketchum Fire Chief position.
- C. In lieu of Ketchum hiring another interim or permanent fire chief while shared services and/or consolidation are under discussion, the cities believe it is reasonable and efficient for Ketchum to contract with Sun Valley for interim operations management services for the Ketchum Fire Department.
- D. The cities are authorized to enter into a cooperative exercise of powers pursuant to Idaho Code § 67-2328.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound thereby, Ketchum and Sun Valley covenant and agree as follows:

**SECTION 1
INCORPORATION OF RECITALS**

1.1 The parties agree that the foregoing Recitals are incorporated herein as if set forth in full.

**SECTION 2
FIRE DEPARTMENT OPERATIONS MANAGEMENT SERVICES**

- 2.1. Public Safety Director: Sun Valley will provide interim management services as performed by the Public Safety Director. The Public Safety Director is initially designated as Walt Femling.
- 2.2. Public Safety Director Services: The Public Safety Director (Director) will provide general administration and oversight support for the Fire Chief, including, but not limited to, budget administration, personnel management and supervision, use of apparatus and equipment, and similar related activities, all in accordance with the requirements and expectations of Idaho law, written policies and/or procedures, the Ketchum Municipal Code, any other applicable federal, state, or local codes or statutes, and the usual and customary duties of a public safety director. The Director will report directly to the respective mayor for the city services involved.
- 2.3. Fire Chief: Sun Valley will provide interim operational management and related administrative services as performed by the Fire Chief. The Fire Chief is initially designated as Taan Robrahn.
- 2.4. Fire Chief Services: The Fire Chief will provide general management and oversight of the operations of Ketchum Fire Department, including, but not limited to, budget management, personnel management and supervision, use of apparatus and equipment, and similar related activities, all in accordance with the requirements and expectations of Idaho law, written policies and/or procedures, the Ketchum Municipal Code, any other applicable federal, state, or local codes or statutes, and the usual and customary duties of a fire chief. The Fire Chief will report directly to the Director.
- 2.5. Ketchum Rural Fire District Services: It is understood by both cities that the City of Ketchum is a contractor to the Ketchum Rural Fire District (KRFD). As such, any references to the duties and responsibilities of all personnel described in this Agreement to be provided for the Ketchum Fire Department will also include those duties and responsibilities provided via contract by Ketchum for the KRFD. In the event of any conflict in supervision of designees involving a KRFD matter, the Chair of KRFD may participate in the conflict resolution.
- 2.6. Blaine County Ambulance District Services: It is understood by both cities that the City of Ketchum is a contractor to the Blaine County Ambulance District (BCAD). As such, any references to the duties and responsibilities of all personnel described in this Agreement to be provided for the Ketchum Fire Department will also include those duties and responsibilities provided via contract by Ketchum for the BCAD. In the event of any conflict in supervision of designees involving a BCAD matter, the BCAD Board may participate in the conflict resolution.
- 2.7. Supervision of Designees:
 - a. Director. The Mayor of Sun Valley shall supervise the Director on Sun Valley matters. The Mayor of Ketchum shall supervise the Director on Ketchum matters, which include responsibilities to the KRFD and BCAD. In the event of overlapping

matters or conflicting direction, the Mayors shall meet and use their best efforts to resolve the conflict.

- b. Fire Chief. The Director will supervise the Fire Chief on all Fire Chief services designated herein. In the event of overlapping matters or conflicting direction from the cities, the Director and Mayors shall meet and use their best efforts to resolve the conflict.
- 2.8. Replacement of Designees: In the event of retirement, termination, resignation, or other separation from employment by any employee designated in this Agreement, the city providing such employee, upon becoming aware of such separation, will provide notice of such to the other city within three calendar days. The responsible city will provide a new designated employee for such position, which the option for the other city to agree to such replacement designation as an addendum to this Agreement or to terminate this Agreement.
 - 2.9. Designee Unavailability: The parties acknowledge that the designated employees may periodically be unavailable to work due to training, emergencies, scheduled vacations, sick leave and other factors necessitating their absence, and in accord with the responsible city's employee policies.
 - 2.10. Designee Resources: Each city will provide the designated employees with all necessary regulations, policies, procedures, manuals, and other information, as well as incidental materials and supplies, work area, computer and Internet access, telephone, and other standard provisions as required to perform the services set forth herein. All such information and supplies will remain the property of the supplying city.
 - 2.11. Designee Time and Attention: The designated employees are anticipated to split time and attention equally between the duties and responsibilities of Ketchum and Sun Valley. The cities understand that the Director is also responsible for police services in Sun Valley, and as such, the Director's time and attention devoted to the respective fire departments will represent approximately sixty-six percent of his time (thirty-three percent for each city). The cities recognize that from time to time situations may arise in one or the other of the jurisdictions that may require a disproportionate share of the designated employee's time and attention.
 - 2.12. Attention on Shared Services: The cities understand and agree that the designated employees herein may also spend time and attention on evaluating further opportunity for shared and joint fire services in the two jurisdictions. The designated employees will not allow their authority or position to unfairly prejudice the options discussed and available to the cities in considering potential for further shared services and/or consolidation. The designated employees will be instructed to adhere to this requirement.
 - 2.13. Designee Employment Status: The Director and Fire Chief will be considered as employees of the City of Sun Valley and subject to the policies, discipline, and benefit of

Sun Valley. The Director and Fire Chief shall be deemed as engaged on an independent contractor basis with respect to Ketchum.

- 2.14. Contract Services: The Cities intend by this Agreement to establish only an agreement for contract designated employee services, and do not intend to create a joint powers enterprise at this time.

SECTION 3 COMPENSATION

- 3.1 Ketchum shall pay to Sun Valley an amount equivalent to fifty percent (50%) of the costs of the Fire Chief's total annual compensation, benefits, and expenses, including but not limited to salary, medical insurance, life insurance, retirement benefits, overtime benefits, leave, uniform allowances, vehicle and fuel allowances, housing allowances, technology and telecommunication costs, and the like. This amount is to be calculated and agreed upon between the Mayors based upon the Fire Chief's existing terms of employment with Sun Valley at the effective date of this Agreement, subject to any adjustments made by this Agreement. This amount will be invoiced on a quarterly basis by Sun Valley and paid by Ketchum within ten days of invoice receipt.
- 3.2 Ketchum shall pay to Sun Valley an amount equivalent to thirty-three percent (33%) of the costs of the Public Safety Director's total annual compensation, benefits, and expenses, including but not limited to salary, medical insurance, life insurance, retirement benefits, overtime benefits, leave, uniform allowances, vehicle and fuel allowances, housing allowances, technology and telecommunication costs, and the like. This amount is to be calculated and agreed upon between the Mayors based upon the Director's existing terms of employment with Sun Valley at the effective date of this Agreement, subject to any adjustments made by this Agreement. This amount will be invoiced on a quarterly basis by Sun Valley and paid by Ketchum within ten days of invoice receipt.
- 3.3 In the event of separation from employment, Sun Valley will be entitled to payment for services performed as of the effective date of separation from employment.
- 3.4 Ketchum shall only be charged and required to pay with respect to the ordinary compensation, benefits, and expenses of the terms of employment with Sun Valley. Ketchum will not be responsible for or required to pay any portion of any one-time payouts as compensation for benefits accumulated prior to the services and effective date of this Agreement.
- 3.5 Should any designated employee be required or requested by the non-designating city to testify in any litigation or administrative proceeding brought regarding services performed under this Agreement, during the term or after termination of this Agreement, the requesting city shall be responsible to compensate the responsible city for the respective employee costs and expenses for preparing for, traveling to, and testifying in such matters at the designated employee's hourly rate of compensation, unless such

litigation or administrative matter is brought based solely on allegations of one or the other city's negligent performance or wrongdoing.

SECTION 4 TERM AND TERMINATION

- 4.1 Term. This Agreement shall commence effective to December 1, 2018 and continue for a term of ten months until midnight on September 30, 2019 ("Initial Term"). The parties may mutually agree to renew or extend the term of this Agreement with any such renewal or extension to be in writing.
- 4.2 Termination or Withdrawal. At any time, with or without cause, either city may terminate and withdraw from this Agreement upon thirty days advance written notice of the termination date to the other city.

SECTION 5 GENERAL PROVISIONS

- 5.1 Insurance. Each City, as of the effective date of this Agreement, maintains insurance coverage through the Idaho Counties Risk Management Program (ICRMP) in amounts sufficient and satisfactory for provision of public safety services. Each city shall continue to provide and maintain such levels of coverage. Each city shall reasonably cooperate with the other city and ICRMP as necessary to preserve and retain such coverage in light of this Agreement. No substantive changes in insurance carrier or insurance coverage with respect to fire services may be made without notice to the other city and written approval, which shall not unreasonably be withheld, from the other city.
- 5.2 Legal Fees and Costs. If any action or proceeding is instituted to enforce or construe any provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from any party or parties against whom a judgment is entered, all reasonable attorney fees and costs incurred by the prevailing party in connection with such action or proceeding in addition to such other relief to which such prevailing party is entitled.
- 5.3 Governing Law; Venue. This Agreement will be interpreted in accordance with the laws and statutes of the State of Idaho. Venue for any legal action will be in Blaine County, Idaho.
- 5.4 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 as follows:

City of Ketchum: City Administrator P.O. Box 2315 480 East Ave. N. Ketchum, Idaho 83340	City of Sun Valley: City Administrator P.O. Box 416 81 Elkhorn Road Sun Valley, ID 83353
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- 5.5 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.
- 5.6 Severability. 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.
- 5.7 Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to its subject matter, and constitutes (along with the other documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
- 5.8 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.

CITY OF KETCHUM

By: _____
Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

CITY OF SUN VALLEY

By: _____
Peter Hendricks, Mayor

ATTEST:

Nancy Flannigan, City Clerk



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Contract #20242 with Municipal Code Corporation for Website Design and Hosting Services

Recommendation and Summary

Staff recommends the council approve Contract #20242, a Website Design and Hosting Services Agreement with Municipal Code Corporation, also known as Municode, and adopt the following motion:

“I move to enter into Contract #20242 with Municipal Code Corporation and authorize the Mayor to sign the Agreement.”

The reasons for the recommendation are as follows:

- The current website is in need of being updated.
- Municode has a demonstrated track record of creating quality municipal government websites.
- Municode’s cost is comparable to our current web provider.

Introduction and History

The City of Ketchum has identified having a user-friendly website as important for both residents and visitors to the community. The City’s current website is powered by CivicPlus and was launched in 2011. CivicPlus is updating the software used to host the City’s current website, meaning that support for the current website will end in January of 2019.

Analysis

Following City of Ketchum Purchasing Procedures and Idaho Code 67-2806A, an RFP to provide design and hosting services for the City of Ketchum website was issued on July 27, 2018. Ten proposals were received through the process by the closure date of August 24, 2018. An internal committee was formed to review the proposals and several candidates were shortlisted. After viewing demos, staff concluded that Municode offered the best product for the City of Ketchum’s website. Municode’s meeting management and calendar functions represent an upgrade to the current system and appear more user-friendly than other proposals that were received. Municode’s quoted price was also among the lowest cost of proposals received.

Financial Impact

The cost for the first year of the agreement is \$14,600 consisting of \$9,000 for website migration and project implementation and \$5,600 for web hosting. For years 2-4 of the agreement will cost \$5,600 per year for hosting, maintenance, and support. Funding for this contract has been provided for in the budget.

Attachment:
Contract #20242

WEBSITE DESIGN AND HOSTING SERVICES AGREEMENT #20242

THIS AGREEMENT made and entered into this ___ day of _____, 2018, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and MUNICIPAL CODE CORPORATION (hereinafter referred to as "Contractor").

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. Contractor will provide services to the City of Ketchum consistent with the services identified in Attachment A.
3. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
4. Contractor desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

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

1. SERVICES RECEIVED. Contractor agrees to provide those services described in Attachment A, as an independent contractor. Contractor shall be responsible for all associated taxes, workers compensation and other related expenses.

2. TERM. The term of this Agreement shall commence on the date the Agreement is signed and shall automatically renew annually. The Agreement shall terminate upon Ketchum providing Contractor with thirty (30) days' advance written notice.

3. CONSIDERATION. In consideration for providing the services as herein provided, Ketchum agrees to pay to Contractor the total sum of \$14,600 for Year 1 and \$5,600 per year for Years 2-4.

4. NON-APPROPRIATION. If sufficient funds are not appropriated to make payments under the Agreement, this Agreement shall terminate and Ketchum shall not be obligated to make payments hereunder beyond the then current fiscal year for which funds have been appropriated. It is expressly agreed that Ketchum shall not terminate this Agreement pursuant to Section 7 for its convenience or to circumvent its obligations hereunder. Ketchum shall notify Contractor in writing within thirty (30) days after the failure of Ketchum to appropriate funds sufficient for the payment of upcoming payments but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Ketchum.

5. NOTICES. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340

Municipal Code Corporation
1700 Capital Circle SW
Tallahassee, FL 32310

6. EQUAL EMPLOYMENT OPPORTUNITY. Contractor covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

7. TERMINATION. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event Contractor refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to Contractor. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if Contractor is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due. No refund of funds paid shall occur if the Agreement is terminated.

8. NONASSIGNMENT. This Agreement, in whole or in part, shall not be assigned or transferred by Contractor to any other party except upon the prior written consent of Ketchum and approved by the Ketchum City Council.

9. HOLD HARMLESS AGREEMENT. Any contractual obligation entered into or assumed by Contractor or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Contractor's obligations pursuant to this Agreement shall be the sole responsibility of Contractor, and Contractor covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of Contractor's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

11. SUCCESSION. This Agreement shall be binding upon all successors in interest of either party hereto.

12. LAW OF IDAHO. This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and years first written above.

MUNICIPAL CODE CORPORATION

CITY OF KETCHUM

By _____

By _____

Neil Bradshaw
Mayor

ATTEST:

By _____
Robin Crotty, City Clerk

Website Content Management System (CMS) Features

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- ★ DESIGN
- ★ CONTENT MIGRATION
- ★ TRAINING
- ★ HOSTING
- ★ SUPPORT

Standard Features

- ⊙ Responsive Mobile Friendly Design
- ⊙ Simple Page Editor
- ⊙ Best-in-Class Search Engine
- ⊙ ADA/Section 508 Compliance
- ⊙ Social Media Integration
- ⊙ Web Page Categories - create a page once, have it show up in multiple places
- ⊙ Department Micro-sites (sites-within-a-site)
- ⊙ Rotating Banners and Headline Articles
- ⊙ Online Job Postings
- ⊙ Online Bid/RFP Postings
- ⊙ Photo Album Slideshows
- ⊙ Google Maps Integration
- ⊙ Resource/Document Center
- ⊙ Image auto-scaling and resizing
- ⊙ Site Metrics (Google Analytics)
- ⊙ Scheduled Publish On/Off Dates
- ⊙ Unlimited User logins
- ⊙ Unlimited Content
- ⊙ Word-like WYSIWYG Editor
- ⊙ Private Pages – staff view only
- ⊙ Email Subscriptions / Notifications
- ⊙ Projects Directory
- ⊙ Unlimited Online Fillable Forms
- ⊙ Emergency Alerts
- ⊙ Meeting Agendas/Minutes/Videos
- ⊙ Event Calendar
- ⊙ Page Versioning / Audit Trail
- ⊙ Latest News / Press Releases
- ⊙ Anti-spam controls
- ⊙ Email Harvesting Protection
- ⊙ Broken Link Finder
- ⊙ Dynamic Sitemap
- ⊙ Support for Windows, Mac, Linux
- ⊙ Video integration (YouTube, Vimeo, etc.)
- ⊙ Client owns rights to all data
- ⊙ Organization/Staff Directory
- ⊙ Frequently Asked Questions (FAQs)
- ⊙ Ordinances and Resolutions
- ⊙ Google Translate
- ⊙ Share This Button (Facebook/Twitter)
- ⊙ Secure Pages / SSL
- ⊙ Printer Friendly Pages
- ⊙ RSS Feeds Inbound/Outbound
- ⊙ Parks and Trails Directory
- ⊙ Property Directory (Commercial/Industrial)

Meeting and Agenda Management

Municode Web includes a standard feature to post meeting agendas and minutes. Many organizations seek the additional features of an agenda management solution such as agenda item approval workflow, auto-generated PDF/Word agendas, live council voting/roll call, and audio/video integration.

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

Key Project Deliverables

- ★ BOARD/COMMITTEE SETUP - configure as many boards as you need - no limit
- ★ MEETING TEMPLATE DESIGN - design one or more meeting templates to your custom specifications
- ★ TRAINING
- ★ WORKFLOW - setup custom agenda item approval workflows
- ★ USERS/ROLES/PERMISSIONS - create and configure unlimited user accounts
- ★ ANNUAL SERVICE - 99.95% up-time guarantee, data backups, disaster recovery
- ★ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

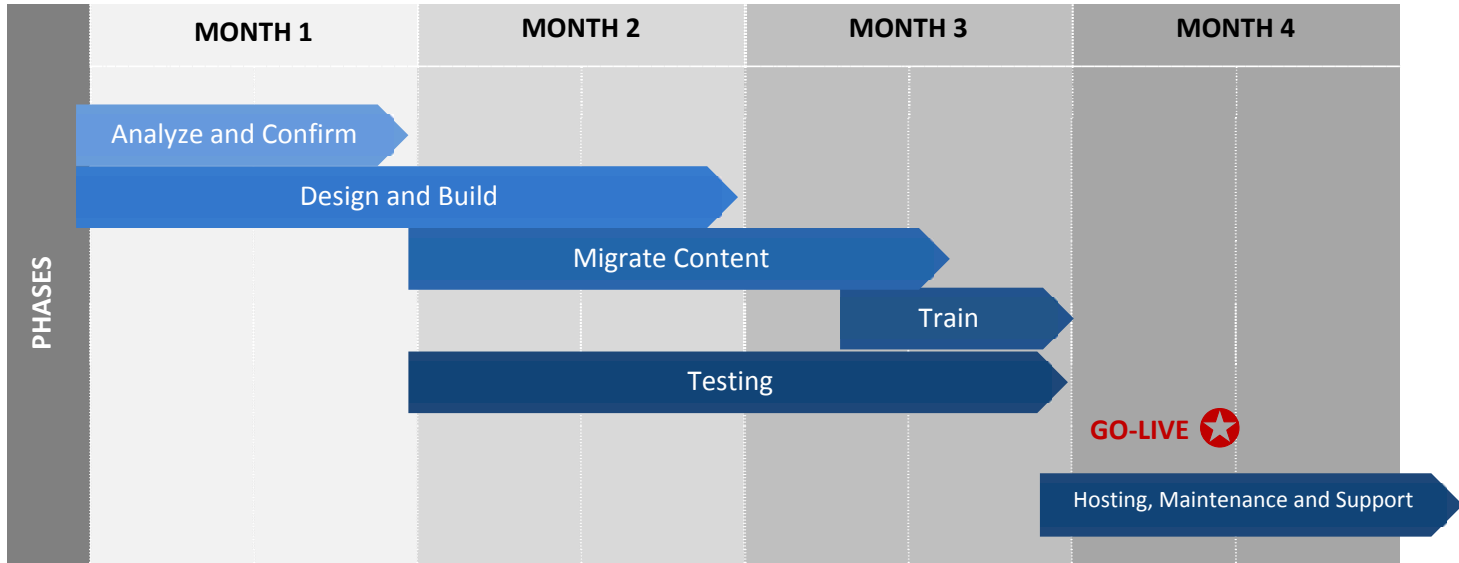
Standard Features

- Unlimited Meetings and Agenda Templates
- Unlimited Meeting Agenda Templates
- Unlimited Users
- Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets
- Create Meeting Minutes
- Approve Items with Approval Workflow
- Auto Publishing Agenda, Agenda Packet, Minutes to the web
- Self-service YouTube video time stamping
- Integration with Swagit Video (coming soon)
- Voting/Roll Call
- Integration with Municode Web calendar

Project Timeline and Approach

The typical project takes from 3 to 6 months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you:

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements

Website Assessment:

Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.

Organizational Overview Inventory/Survey:

Municode will provide an organizational overview document for you to complete as part of this assessment.

Website Design Meeting:

Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.

Deliverables

- ⦿ Summary assessment sheet
- ⦿ Organization Survey
- ⦿ Website design specification sheet (graphic design and information / navigation design)

Phase 2: Design and Build phase

Design Concept Creation and Approval (Custom Designs):

Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.

Website Setup, Configure, and Customization:

Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.

Deliverables

- ⦿ Design concepts
- ⦿ Finalized design (Photoshop PSD)
- ⦿ Functional beta website with approved design
- ⦿ Content migration

Phase 3: Migrate Content

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

Deliverables

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

Phase 4: Staff Training

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

Deliverables

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

Phase 5: Testing

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. Test will confirm proper functionality of all features documented in this proposal.

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

Deliverables

- ⦿ Completing Testing Checklists
- ⦿ Site acceptance by client

Go Live ★

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

Deliverables

- ⦿ Accepted Final Live Website

Hosting, Maintenance, and Customer Support

Hosting

We provide first-class hosting services in a high-availability, secure data center. Our solution is quite secure, and we take cyber security seriously. Your website will be secure from multiple perspectives:

Data Center

We host your website in a secure data center with a high-availability network architecture. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

Redundant high-availability failover (optional):

We have the capability of providing premium hosting service levels by offering a mirrored copy of your site on a separate infrastructure and geographic location. We would need to talk through the required service levels and bandwidth to provide pricing for this item.

Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a two-factor authentication option using Google Authenticate if that should be something you are interested in pursuing.

Data Backup

We back up your data in multiple geographic locations. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

Maintenance and Customer Support

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

Pricing

	One-time	Annual
<p><u>Website Project Implementation</u></p> <ul style="list-style-type: none"> Fully functional Municode CMS with all base features Responsive mobile-friendly website with custom city design Content migration; up to 500 pages and 5 years meetings Training: web teleconference, video, user guides 	\$9,000	
<p><u>Website Hosting, Maintenance, and Support</u></p> <ul style="list-style-type: none"> 80GB disk space, 1 terabyte data transfer per month 99.95% up-time, telephone support 8AM-8PM Eastern Email support - 1-hour response time during working hours Emergency 24x7 support Up to 3 hours' webinar refresher trainings per year Includes email subscriptions! Includes free graphic redesign every four years Meeting and Agenda Management (Municode Meetings) 		\$3,400
		\$2,200
Total	\$9,000	\$5,600

Payment Schedule

- Year 1
 - Sign contract – 50% of project costs \$4,500
 - Implement design and features – 50% of project costs \$4,500
 - Conduct training (site moved to production / annual support begins) \$5,600
 - Total \$14,600**
- Years 2-4
 - \$5,600 per year
- Annual hosting and support increases in year 5 by five percent. It increases in subsequent years according to the prevailing consumer price index (CPI)
- Payment schedule will be adjusted accordingly based on selected optional features



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Consider Removal or Change in Use of Visitor Center Advertising Screens

Recommendation and Summary

Staff is recommending non-renewal of the advertising display agreement with Eye on Sun Valley, consideration of two options listed below, and direction to staff.

“I move to terminate the advertising agreement with Eye on Sun Valley.”

- Advertising space for local events is in high demand.
- The Visitor Center has a total of 13 digital screens.

Option 1:

- The six digital screens would increase availability of advertising space in the Visitor Center and allow producers to advertise their event free of charge.
- Digital screen advertising would be managed by city staff.

Option 2:

- Remove digital screens and utilize wall for visitor information in a different format.
- This would eliminate staff time, and future maintenance and repairs on equipment.

Introduction and History

On August 2, 2017, the Ketchum Urban Renewal Agency entered into an agreement with Eye on Sun Valley for the rental of six digital television screens. The monthly fee is \$1.00 per screen for a total of \$6.00 per month for “the right to place advertising, promotional displays and public service information on the screens.” The agreement has expired and are still in use by Eye on Sun Valley under the assumption of a month to month agreement.

Analysis (Option 1)

The City has a permit available for over-the-road banners for events with a fee of \$175 per week. The fee covers the cost for the city to install and deinstall the banner. The city allows the use of the windows facing East Avenue and Sun Valley road for advertising events. There is a permit application, but no fee is required. The cost to produce a poster for window advertising is approximately \$1,000. Banner and window advertising are costly and in high demand. The digital screens would be an affordable alternative to advertise a local event.

Analysis (Option 2)

Thirteen screens currently exist in the Visitor Center. Visit Sun Valley manages three digital screens located in their leased area. Four other screens exist in the “trees,” are owned by the city of Ketchum, and were blank and unused for a long period of time. Visit Sun Valley asked the KURA if they could activate the blank screens using its marketing content (no member/business videos), which are updated once each season.

The city could offer the four screens it owns to producers to advertise their events, remove the six digital wall screens and utilize the space for visitor information in a different format.

Financial Impact

The City would lose its rental income of \$6.00 per month or \$72.00 per year.



City of Ketchum

November 26, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Contract 20299 With Cole Architects for Fire Station Architectural Services

Recommendation and Summary

Staff is recommending the council provide authorization to the Mayor to enter into an agreement with Cole Architects for fire station architectural services:

"I move to approve Contract 20299 with Cole Architects for fire station architectural services, subject to approval by the City Attorney."

The reasons for the recommendation are as follows:

- The City of Ketchum has been working for the past several years on development of a new fire station.
- Contracting with the Cole team will enable the City to move forward with determining the physical requirements of the station and associated cost estimates.

Introduction and History

The City of Ketchum has been working to establish new facilities for City Hall as well as the Fire and Police Departments for the past several years. While the City of Ketchum acquired a new building for use as a City Hall earlier this year, the City has not yet designated new facilities for the fire and police departments. Though the City continues to evaluate future arrangements for fire and police service delivery, it is clear that a new facility will be required. Partnering with the Cole Architects team, and their programming subcontractor TCA Architecture, will enable the City to establish the physical requirements of the station based on operational uses. A determination of the physical requirements will enable the development of cost estimates for the project.

Analysis

In accordance with City purchasing procedures and Idaho Code 67-2806A, the City released a Request for Proposals (RFP) for fire station architectural services on May 7, 2018. On June 28, 2018, the City received eight proposals that were subsequently reviewed by an interdepartmental group of staff. From those eight proposals, a short-list of three firms was invited to provide on-site interviews. In accordance with the RFP, the City then initiated negotiations with the top ranked proposer.

Cole architects has provided a proposal to perform the programming work and develop conceptual designs and cost estimates (Phase 1 of the project) within 15 weeks of contract award. These deliverables will be used to inform the City's decision on how to proceed with a new station. While the study will contemplate a facility to house consolidated police and fire departments, to the extent that option is not pursued, the programming work will be useful for a facility for Ketchum's fire and police departments. Phase 2 of the project will include development of construction documents as well as support to the City during the procurement and construction phases of facility development.

Financial Impact

Cole Architects has provided a proposal for Phase 1 services (programming and conceptual development) for \$126,905.00. The FY 19 budget includes \$125,000 in the Essential Services Facility Fund for development of a new fire facility, the balance (\$1,905.00) will be funded from the contingency account.

Should Phase 2 services be required under the contract, the provision of those services are included as an option in this contract and funded separately.

Attachments

- Attachment A: Contract 20299

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

«City of Ketchum Idaho »« »
«PO Box 2315 »
«480 East Avenue North »
«Ketchum, ID 83340 »

and the Architect:
(Name, legal status, address and other information)

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

for the following Project:
(Name, location and detailed description)

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

The Owner and Architect agree as follows.

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

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

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

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« »

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

- .1 Design phase milestone dates, if any:

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

- .2 Construction commencement date:

« Phase 2 services will follow upon notice to proceed by City of Ketchum. »

- .3 Substantial Completion date or dates:

«To be Determined »

- .4 Other milestone dates:

«None »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«A delivery method has not been determined»

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«The building will follow sustainable guidelines but will not proceed to certification. Level of sustainability efforts to be determined in Phase I.»

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

«Grant Gager, Director of Finance and Internal Services»

«PO Box 2315»

«480 East Avenue North »

«Ketchum, ID»

«83340»

« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

«None»

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«MTI-Materials Testing and Inspection»
«2791 S Victory View Way »
«Boise, ID 83709 »

.2 Civil Engineer:

«The Land Group »
«462 E Shore Drive, Suite 100»
«Eagle, Idaho 83616»

.3 Other, if any:

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

«Landscape Architect
The Land Group
462 E Shore Drive, Suite 100
Eagle, Idaho 83616 »

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

«Stan Cole and Matt Huffield»
«1008 W Main Street»
«Boise, Idaho»
«83702 »

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«KPF Structural Engineers »« »
«412 Parkcenter Blvd »
«Boise, ID »
«83706 »

.2 Mechanical Engineer:

«Musgrove Engineering »« »
«234 S Whisperwood Way »
«Boise, ID »
«83709 »

.3 Electrical Engineer:

«Musgrove Engineering »« »
«234 S Whisperwood Way »
«Boise, ID »
«83709 »
« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

«Acoustic Consultant (to be named)

Fire Station Design Specialist-Brian Harris
TCA Architecture Planning
6211 Roosevelt Way NE
Seattle, Washington 98115 »

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

«City Request for Proposal and Architect Proposal»

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;

- 3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and
- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions

rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The

Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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

§ 4.1.2 Description of Supplemental Services

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

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«Refer to Section 11.7 »

§ 4.1.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«
Geotechnical Engineering \$ 12,000 estimate
Phase 1 Environmental Survey \$ 5,000 estimate
Hazardous Building Materials survey & Reporting NA estimate
Material and Geotech Testing and Inspections During Construction \$ 40,000 estimate
Ground Penetrating Radar \$ 3,000 estimate
Enhanced Building Commissioning \$ 45,000 estimate
Hazardous Materials & Abatement Study NA estimate
Blower Door Testing \$ 4,000 estimate
Enhanced Construction Administration \$ 70,000 estimate
»

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

§ 4.2 Architect's Additional Services

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

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

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

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

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

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

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

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

§ 4.2.5 If the services covered by this Agreement have not been completed within «Thirty-six» («36») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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

«NA »] Arbitration pursuant to Section 8.3 of this Agreement

«X »] Litigation in a court of competent jurisdiction

«NA»] Other: (Specify)

« »

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

«None »

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

«None »

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable

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

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

«Phase 1: \$126,905.00»

Phase 2: Not to exceed: \$919,745.00

- .2 Percentage Basis
(Insert percentage value)

«Not Used » («NA ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

«NA »

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

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Hourly basis per rate schedule in 11.7 »

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

(Insert amount of, or basis for, compensation.)

«Hourly basis per rate schedule in 11.7 »

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

« »

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

Schematic Design Phase	«Fifteen »	percent («15 »	%)
Design Development Phase	«Twenty »	percent («20 »	%)
Construction Documents Phase	«Forty-five »	percent («45 »	%)
Procurement Phase	«Two »	percent («2 »	%)
Construction Phase	«Eighteen »	percent (« 18 »	%)
Total Basic Compensation	one hundred	percent (100	%)

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

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

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

« »

Employee or Category

Rate (\$0.00)

Employee or Category

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

§ 11.8 Compensation for Reimbursable Expenses

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

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

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

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

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

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

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

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

«Eighteen » % «18 »

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

«None »

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

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

<< >>

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

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

«None »

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

OWNER *(Signature)*

« >><< »

(Printed name and title)

ARCHITECT *(Signature)*

«Matt Huffield »«Managing Principal »

(Printed name, title, and license number, if required)