



## City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  | Staff Member/Dept:

Agenda Item:

#### Recommended Motion:

I move to approve Contract 25137 with Loggia Preservation, Lie.

#### Reasons for Recommendation:

- The City's Historic Commission was awarded a reimbursable grant to contract out a reconnaissance level survey of post-World War II properties in Ketchum.
- Interviews were completed with received bids and a contractor was recommended for selection.
- The City of Ketchum's Historic Commission made a unanimous motion to approve the selected contractor at its June 3, 2025 meeting.

#### Policy Analysis and Background (non-consent items only):

n/a

#### Sustainability Impact:

None OR state impact here: Reconnaissance level survey of postmodern historic structures could lead to sustainability of structures or general character of historic architecture.

#### Financial Impact:

None OR Adequate funds exist in account:	\$15,000 Budgeted in FY2025 Ketchum Budget. This is a reimbursable Grant awarded through the State Historical Preservation Office. Reimbursement expected FY2026.
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#### Attachments:

1. Contract
2. Scope of Services
3. Purchase Order 25137



City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT# 25137 WITH LOGGIA PRESERVATION  
FOR RECONNAISSANCE-LEVEL SURVEY OF POST WORLD  
WAR II PROPERTIES IN KETCHUM**

This Independent Contractor Agreement ("Agreement") is made and entered effective to the 16th day of June 2025, by and between the City of Ketchum, an Idaho municipal corporation ("City"), and Loggia Preservation Llc. ("Contractor").

**FINDINGS**

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City 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. Idaho Code §50-301 *et seq.*
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The City finds that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth herein ("Services").

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

1. **Description of Services.** *Please see Attachment A: Description of Services.*  
In addition to Attachment A, the contractor may aid with public outreach materials and be available virtually for public meetings, if applicable and within budget capacity.
2. **Payment for Services.** In exchange for the Services, the City shall pay Loggia Preservation \$75/hour for 165 hours and travel expenses, not to exceed \$15,000. Contractor shall track and report to the City as to the Service activities and all time expended on the Services. City will reimburse Contractor, upon presentation of reports and receipts, for reasonable travel expenses required to provide the Services. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days.
3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor

will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, to the extent caused by the negligent acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
8. **Insurance.** Contractor is not covered by the City's liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Commercial Auto	\$500,000.00
Professional Liability	\$1,000,000.00
Worker's Compensation	As required by the State of Idaho, and not less than \$1,000,000.00

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named a "Additional Insured" by all contractors and subcontractors.

9. **Notice.** All notices (email notices are also acceptable) under this Agreement shall be in writing and addressed as follows:

CITY:  
City of Ketchum  
Attn: City Clerk  
P.O. Box 2315  
191 5<sup>th</sup> St., West  
Ketchum, ID 83340

CONTRACTOR:  
Loggia Preservation, Llc.  
Attn: Cassandra Talley  
24780 Samoset Trail  
Southfield, MI 48033

10. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, 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 the Idaho Public Records Act. 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 readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
11. **Non-Assignment.** Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
12. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. **Headings.** The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
15. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
16. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
17. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
18. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.

19. Execution and Signatures. 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.

20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**CITY OF KETCHUM**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
*[Name]*

ATTEST:

\_\_\_\_\_  
*Trent Donat*  
City Clerk

**CONTRACTOR**

\_\_\_\_\_  
Cassandra Talley, Loggia Preservation, Llc.

\_\_\_\_\_  
*[Name]*



## Project Understanding & Approach

We see this project as a crucial step in preserving the recent history of Ketchum by studying and documenting properties in the City that date to the post-war period. This is an emerging area of study for architectural historians but, often, gets overlooked in comparison to older properties. We understand the need to preserve a community's architectural and cultural heritage, and we know how to provide guidance to achieve these goals. We welcome the opportunity to work closely with the City of Ketchum to complete this survey.

We understand that the City is looking for a consultant who can conduct an architectural survey of one or more neighborhoods in Ketchum focusing on properties built in the post-World War II era. The City is using a time period 1950 through 1980 to extend the lifespan of the survey and these will be guideposts our team will use when working on this project. We understand further that several neighborhoods in Ketchum have been identified as potential survey areas including Warm Springs, Trail Creek, Bigwood, West Ketchum, and Community Core. Based on the size of the budget, we estimate our team can survey a maximum of 75 properties along with writing an extensive survey report, creating maps, and completing inventory forms for each property. That being said, we will work with City staff, the Historic Preservation Commission (HPC), and the SHPO to develop a defined project area to be surveyed. Our plan of work is as follows:

### **PROJECT MANAGEMENT/ADMINISTRATION**

Our team will meet with City staff and the SHPO to discuss deliverables, survey areas, schedules, and other pertinent details. Our team will continue to check in periodically for internal meetings as needed and we will produce the monthly required progress reports as well.

### **PUBLIC MEETINGS/COMMUNITY ENGAGEMENT**

Our team will assist the City with their public engagement and community engagement efforts by verifying outreach content, assisting with production of content, and any other support services needed by the City. To keep costs down, our team does not anticipate attending the public engagement meetings although this can be discussed during the kickoff meeting as well.

### **FIELDWORK**

Our team will travel to Ketchum to perform fieldwork and to conduct historic research in Boise, in Ketchum, and in Blaine County. During the survey fieldwork our team will take photographs, record building materials, styles, condition, and significant site features. Our team will do the GIS mapping for each property once we return to our home office.

### **SURVEY REPORT**

Our team will prepare a reconnaissance survey report in accordance with SHPO template and our team will rely on all published guidance and best practices issued by the SHPO and the National Park Service. The report will document the historic context(s), maps, photographs, evaluations and recommendations for National Register eligibility. Our team has built in time for review of the draft of the report to ensure the City and the SHPO have an opportunity to review and comment upon it. The report will be submitted in electronic format and all supplemental documentation will also be provided.

### **ICRIS SURVEY ENTRIES**

Our team will complete ICRIS forms (entries into the database) for a maximum of 75 resources.

### **ASSUMPTIONS/CITY RESPONSIBILITIES**

Loggia assumes the City will assist this project in a few different ways. Our team assumes the City will meet with our team for an initial kickoff call to discuss the survey bounds/focus areas as well as the schedule, potential archival sources, meeting cadence and logistics, etc. We further assume the City will meet with us on an as needed basis to continue monitoring the project, discuss goals, reviewing deliverables, and providing advice, as needed, to our team. This support will ensure our team is set up for success on this project. Finally, we assume that the City will schedule and conduct public engagement meetings related to the project. Loggia will support the City by verifying and assisting in the production of engagement content.



The Community Library Association  
of Triumph.Ketchum No Sun alley  
Is Uappy To Announce That

# Timing & Fees



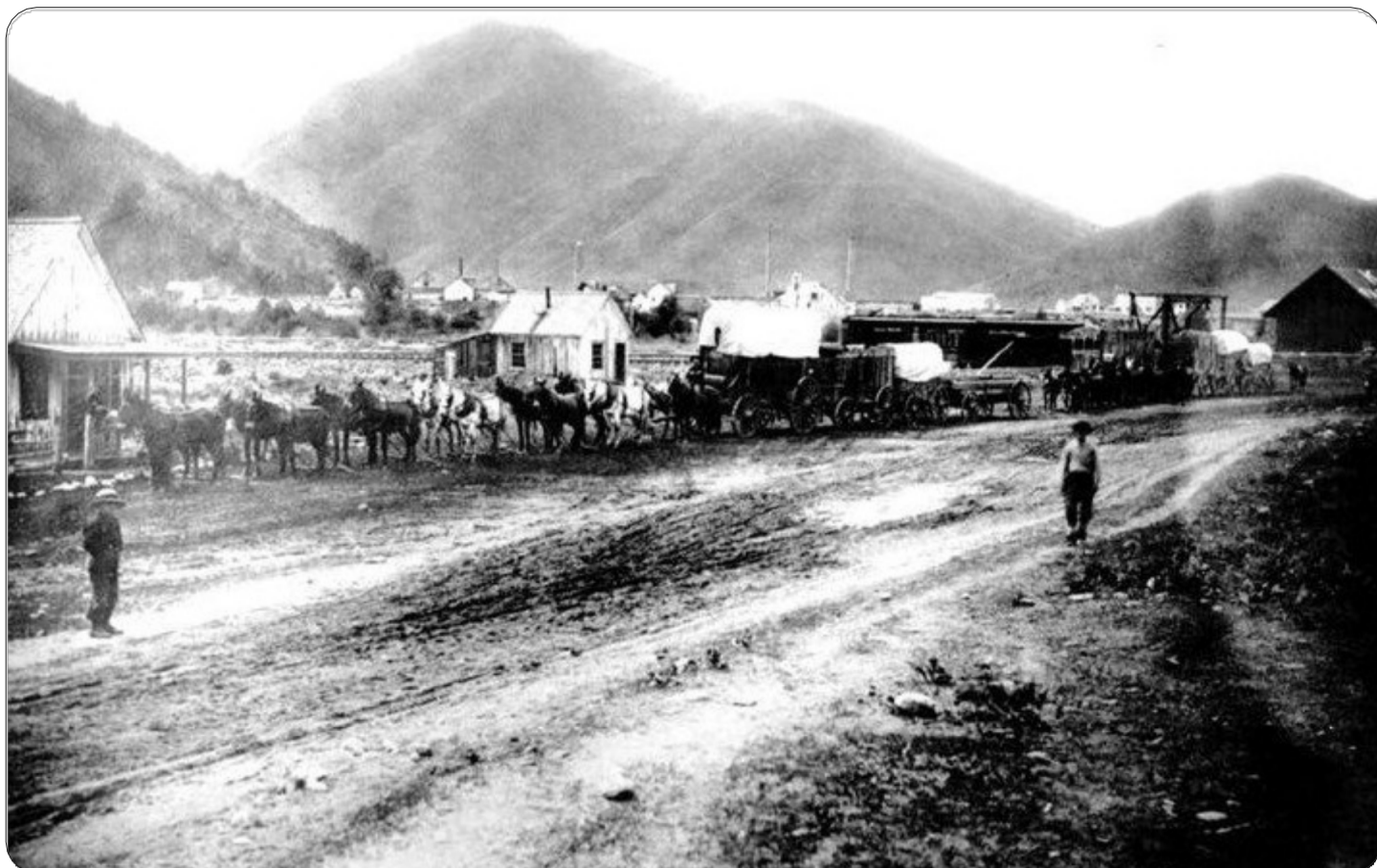
## timing & fees

Loggia has prepared a schedule for each deliverable with tentative due dates. The due dates/timing can be discussed during our kickoff call, but we believe this project is easily achieved in the time allotted.

Task/ Deliverable	Date	Personnel, Hours &	Rate	Fee
Contract Awarded	June 2025			
<b>Deliverable 1. Kickoff Meeting</b>	June 2025	Cassandra	@ \$75	\$75
Our team will meet virtually with the City, HPC, and SHPO to discuss the project, set goals, deliverables, schedules, etc.		Katie	@ \$75	\$75
				<b>\$150</b>
<b>Deliverable 2. Preliminary Research and Data Collection</b>	June 2025	Cassandra	10 @ \$75	\$750
Our team will immediately begin reading the prior survey products, conducting online research, and familiarizing ourselves with the research resources available		Katie	10 @ \$75	\$750
				<b>\$1,500</b>
<b>Deliverable 3. Survey Fieldwork and Research</b>	July 2025	Cassandra	24 @ \$75	\$1,800
Our team will travel to Ketchum to conduct local research and fieldwork and to meet as needed with City leaders and stakeholders		Katie	24 @ \$75	\$1,800
				<b>\$3,600</b>
Travel Costs	July 2025	Flights		\$1,100
		Accommodations		\$600
		Car Rental		\$300
		Food		\$500
		Incidentals		\$125
				<b>\$2,625</b>
<b>Deliverable 4. First Draft of the Survey Materials</b>	September 15, 2025	Cassandra	30 @ \$75	\$2,250
Our team will submit a first draft of all survey materials (survey forms, photography, maps, and survey report)		Katie	25 @ \$75	\$1,875
				<b>\$4,125</b>

Task/ Deliverable	Date	Personnel, Hours & Rate			Fee
City of Ketchum and SHPO return comments on Deliverable 4	November 15, 2025				
<b>Deliverable 5. Final Survey Materials</b>	December 23, 2025	Cassandra	20	@ \$75	\$1,500
Loggia will submit the final survey materials. The final deliverable will have addressed all comments made by the City and SHPO on Deliverable 4		Katie	20	@ \$75	\$1,500
					<b>\$3,000</b>
<b>Total Fee</b>		Cassandra	85	@ \$75	
		Katie	80	@ \$75	<b>\$15,000</b>
		<b>165 Total Hours</b>			

NOTE: The City of Ketchum can include additional properties for an extra \$75 per added property. Note that the additional properties would need to be selected prior to Loggia traveling to Ketchum for fieldwork.



Old photograph of Ketchum



# CITY OF KETCHUM

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

## PURCHASE ORDER

BUDGETED ITEM?      Yes      No

**PURCHASE ORDER - NUMBER: 25137**

<b>To:</b> 6345 LOGGIA PRESERVATION LLC 24780 SAMOSET TRAIL SOUTHFIELD MI 48033	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/09/2025	CCHING	CCHING			

Quantity	Description	Unit Price	Total
1.00	Historic Reconnaissance Survey Professional Servi 01-4170-4200	15,000.00	15,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		15,000.00

\_\_\_\_\_  
Authorized Signature