



**CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING**  
Monday, May 04, 2020, 4:00 PM  
480 East Avenue, North, Ketchum, Idaho

## Agenda

In recognition of the Coronavirus (COVID-19), members of the public may observe the meeting live on the City's website at [ketchumidaho.org/meetings](http://ketchumidaho.org/meetings). If you would like to comment on an agenda item, please submit your comment to [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) by noon the day of the meeting. Comments will be provided to the City Council.

- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
  - [1.](#) Proclamation - Mental Health Day - Mayor Neil Bradshaw
  - [2.](#) Proclamation – Kids to Park – Mayor Neil Bradshaw
- 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.
  - [3.](#) Approval of Minutes: Special Meeting April 17, 2020
  4. Authorization and approval of the payroll register
  - [5.](#) Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$306,551.67 as presented by the Treasurer.
  - [6.](#) Recommendation to approve second addendum to Lease Agreement 20466 to Ohio Gulch Sludge Drying Fields Lease Agreement - Waste Water Superintendent Mick Mummert
  - [7.](#) Motion to approve Contract #20467 for HDR Biosolids Composting Study - Waster Water Superintendent Mick Mummert
  - [8.](#) Recommendation to Approve Participating Site Agreement #20468 with Fred Hutchinson Cancer Research Center
- NEW BUSINESS (no public comment required)
  - [9.](#) ACTION ITEM: Recommendation to Continue Ketchum Health Order 20-02 to May 29, 2020.
- ADJOURNMENT

Due to the On-going COVID-19 Pandemic, Ketchum City Council meetings will be conducted remotely. Members of the public who would like to observe the meeting may access the meeting at [ketchumidaho.org/meetings](http://ketchumidaho.org/meetings). At this time, the City is not scheduling any agenda items that require public comment. If you want to provide input to the City Council about an agenda item, comments can be submitted at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) by noon the day of the meeting.

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.

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Thank you for your participation.

We look forward to hearing from you

# Mental Health Awareness Month Proclamation

- Whereas,** one in five adults experiences a mental health problem in any given year; and
- Whereas,** the COVID-19 pandemic has increased the number of people experiencing feelings of anxiety and depression; and
- Whereas,** approximately one-half of chronic mental illness begins by the age of 14, and three-quarters by age 24; and
- Whereas,** suicide is the tenth leading cause of death in the United States and the second leading cause among young adults, and 90% of people who die by suicide showed symptoms of a mental health condition according to interviews with family, friends and medical professionals; and
- Whereas,** early identification and treatment can make a difference in the successful navigation of mental illness and recovery; and
- Whereas,** we come together with every citizen and community to help end the silence and stigma that for too long has made people feel isolated and alone, and discouraged people from getting help; and
- Whereas,** we call on the community to support the local affiliate of NAMI-WRV and participate in the Biking for Mental Wellness, a stigmafree Ride for Mental Health Awareness Month, in addition to the ongoing bicycling and active transportation projects with Mountain Rides and their Safe Routes program for National Bike Month; and
- Whereas,** our community partners are encouraging #bikingformentalwellness, and appreciate community collaboration with the City of Hailey's Travel the Gravel Map, Mountain Rides, Blaine County Recreation District, Wood River YMCA, Wood River Trails Association and Club Ride.

**NOW THEREFORE,** I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim the month of May 2020 as Mental Health Awareness Month to increase public understanding of the importance of mental health and to promote identification and treatment of mental health challenges.



City of Ketchum

### **Kids to Parks Day Proclamation**

- Whereas,** May 16, 2020 is the tenth anniversary of Kids to Parks Day, organized and launched by the National Park Trust, held annually on the third Saturday of May; and
- Whereas,** Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's Parks; and
- Whereas,** during this time of isolation due to COVID-19, it is critical to utilize the outdoors and city parks, to explore and learn while maintaining social distancing; and
- Whereas,** we should instill the importance of introducing a new generation to our nation's parks, and build enthusiasm to visit once travel restrictions are lifted and parks are open to the public; and
- Whereas,** we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes, mellitus, hypertension and hypercholesterolemia; and
- Whereas,** Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants, and broad children's appreciation for nature and the outdoors.

**NOW THEREFORE,** I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim to participate in Kids to Parks Day. All citizens are urged to pledge on May 16, 2020 to take the children in their lives to a neighborhood, state or national park when it is safe to visit.



**CITY OF KETCHUM, IDAHO SPECIAL CITY COUNCIL MEETING**  
Friday, April 17, 2020, 11:00 AM  
480 East Avenue, North, Ketchum, Idaho

In recognition of the Coronavirus (COVID-19), members of the public may observe the meeting live on the City's website at [ketchumidaho.org/meetings](http://ketchumidaho.org/meetings). If you would like to comment on an agenda item, please submit your comment to [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) by noon the day of the meeting. Comments will be provided to the City Council.

**Minutes**

- CALL TO ORDER: By Mayor Neil Bradshaw  
Mayor Neil Bradshaw called the meeting to order at 11:00 am.

- ROLL CALL  
ALL PRESENT (by Video Teleconference)  
Mayor Neil Bradshaw  
Council President Amanda Breen  
Councilor Michael David  
Councilor Courtney Hamilton  
Councilor Jim Slanetz

ALSO PRESENT:

City Administrator Suzanne Frick  
Director of Finance & Internal Services Grant Gager  
City Attorney Matt Johnson (by Video Teleconference)

- COMMUNICATIONS FROM MAYOR AND COUNCILORS

Council President Amanda Breen thanked the public for following the social distancing order. She commended the public and asked them to continue adhering to the rules.

Councilor Courtney Hamilton urged the public to stay vigilant. She appreciates all that has been done so far.

Councilor Jim Slanetz echoed both councilors Breen and Hamilton.

Mayor Neil Bradshaw reminded the public that we're in this together and he asked all to continue to be kind.

Councilor Courtney Hamilton questioned the status of the new fire department and asked if that could be on the next agenda. Mayor Neil Bradshaw advised that the project manager is continuing to work and will be invited to the next council meeting to give an update.

Councilor Michael David echoed comments made and stated that this virus is taking care of the affordable housing issue. There are more units available than there has been. He talked about the needs of the community and them making their money stretch. He wants us all to keep this in mind. He knows of people who are planning to leave or sell their business forever if things do not turn around soon.

1. Proclamation for the week of the Volunteer  
Mayor Neil Bradshaw read the proclamation aloud and praised the unsung heroes.
2. Proclamation for National Crime Victim's Rights Week  
Mayor Neil Bradshaw read the proclamation aloud.
- 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

Council President Amanda Breen removed consent agenda item #11.  
Councilor Courtney Hamilton removed consent agenda item #4.

**Motion to approve consent agenda items 3, 5, 6, 7, 8, 9, 10.**

***Motion made by Councilor Slanetz, Seconded by Councilor David.***

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

3. Approval of Minutes: Regular Meeting April 6, 2020
4. Approval of Minutes: Special Meeting April 11, 2020

Councilor Courtney Hamilton made corrections to the motion on the minutes for the Special Meeting on April 11, 2020, to Councilor President Amanda Breen seconding the motion that Courtney Hamilton made regarding Public Health Order 20-01.

**Motion to accept the minutes with change stated by Councilor Courtney Hamilton.**

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

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

5. Authorization and approval of the payroll register
6. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$423,437.93 as presented by the Treasurer
7. Monthly Financial State of the City - Director of Finance & Internal Services Grant Gager
8. Recommendation to approve Purchase Order #20463 for chip seal oil purchase and distributor service - Street Superintendent Brian Christiansen
9. Recommendation to approve Purchase Order #20462 for paint stripping - Street Superintendent Brian Christiansen
10. Recommendation to approve PO #20465 with GMW Equipment for a Roller - Street Superintendent Brian Christiansen
11. Recommendation to approve Sun Valley Economic Development Quarterly Report - Executive Director Harry Griffith

Council President Amanda Breen recused from voting on Item #11 as she is married to the Outreach Director.

**Motion to approve SVED quarterly report**

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

- NEW BUSINESS (no public comment required)

12. ACTION: Discussion and Direction on Ketchum Health Order 20-02

Mayor Neil Bradshaw thanked council for the lively but serious debate that took place last Saturday. He praised the Council for being respectful and empathetic of the public. Today they are talking about amending, revoking, or changing the current Health Order. He noted that Blaine County let the order expire and are now operating under the state standards. City of Sun Valley has started construction. Mayor Neil Bradshaw suggested we keep our order with the restrictions in place and let construction begin again on Monday. He talked about the data and said it continues to be encouraging. He would like to maintain the closures of rentals and tourism until the end of the month. Mayor Bradshaw asked council where they are in the decision, they made last Saturday.

Councilor Courtney Hamilton thinks we should continue banning construction. She talked about the potential of causing an upturn in numbers and that affecting the summer season. She talked about travel in and out of Blaine County and asked since the county let this expire if we need to change the wording to Ketchum? Courtney Hamilton stated that this order does not deem construction essential and voiced concern over people coming in and out of Ketchum.

Council President Amanda Breen talked about the state order not putting restrictions on travel, but our health order does. The City of Sun Valley is under the state order and is now open to travel. Amanda Breen voiced her concerns about Mayor Hendricks comments. Most construction workers are coming from other communities and this is giving the opportunity for the virus to spread. She is undecided after reading all the public comment and stated that this is deeply hurting the people of our community.

Councilor Michael David said in a perfect world he would advocate to keep construction closed until the end of the month to keep the positive news; however, this is not a perfect world. We have had a lot of public comment with a lot of suggestions on how to let people in and out of the County. He talked about letters received from the construction community. They want to get back to work and he believes they want to be partners in this and do their part in this. We can put a lot of protocol in place and the ability to shut them down if they do not comply. He talked about the lack of social distancing on the bike path. This is an opportunity to open this industry back up. If the County and Sun Valley is open and Ketchum is not, it will be an enforcement nightmare. If we start getting more cases, we can meet, and shut it back down. He understands the concerns of us spreading the virus to southern Idaho. We need to keep the economic side of things moving. The \$1,200 stimulus check has helped but it is not enough. He would like to keep the travel ban.

Councilor Jim Slanetz understands the seriousness of the virus. He is not concerned about tourism. Jim Slanetz stated that there are a lot of families who need the income. He likes the protocol that is in place and would like construction opened back up. People will take the protocols seriously. We do not know if this move will increase the rate. We know families are struggling right now. We put the health order in place to not overburden healthcare and it has worked. The long term is completely unknown. This is a good small step.

Council President Amanda Breen talked about Blaine County and the City of Sun Valley opening construction under guidelines that are weaker than ours. She questioned if Ketchum should do that as well? Amanda Breen talked about current testing and if we do determine to go forward, we need to be on top of the testing issue. We need to find out the testing capacity. Mayor Neil Bradshaw agrees with Amanda Breen's concerns regarding testing. Currently we are only testing people with symptoms and he would like to see more widespread testing. We must continue to monitor physical health, mental health and economic health and be able to act on new information as we receive it. As this curve declines our vigilance cannot. He talked about the process the community has made and personal responsibility is important. Mayor Bradshaw suggests going forward with what we have put in place. It is more stringent than the state order.

City Administrator Suzanne Frick advised Council of the website where all information and forms can be obtained by the construction companies and advised that we are getting great compliance. Starting Monday, CSO's, Building Department and Police Dept will be ensuring standards are being met. We will first be educating and if standards are being ignored, we will enforce and take a more assertive action.

Council President Amanda Breen said our hands have been forced by our surrounding jurisdictions. If we are vigilant and the companies are vigilant, we can move forward. We must be extremely analytical and continue daily follow up.

Councilor Courtney Hamilton agrees with Council President Amanda Breen and praised Mayor Bradshaw for the Order that is in place. She is frustrated with the County. She struggles with enforcement but is pleased with the website and getting information out. Councilor Hamilton advised that at the end of the day, 12 of the 18 items cannot be enforced and that is a bit of a struggle. She is also concerned about the interaction with Southern Idaho and would like to know what their public officials' concerns are. She struggles but agrees with Amanda Breen stating that it is frustrating since the surrounding communities are letting the order expire. Mayor Neil Bradshaw agrees and is looking at getting information from other communities.

Councilor Michael David talked about Blaine County and Sun Valley lifting the order. A lot of the companies are in Ketchum. This gives us the ability to monitor and enforce where the operations start.

Councilor Jim Slanetz agrees with Council President Amanda Breen on the testing. He talked about the many ways of doing business. Mayor Neil Bradshaw reiterated that business is going to be done curb side. Hardware stores are essential and are doing a great job of keeping their employees safe.

Councilor Courtney Hamilton asked for it to be noted that she would like to keep construction banned.

Councilor Amanda Breen asked for clarification on the existing order. City Attorney Matt Johnson explained that Section #1 says that these were coordinated orders, but each jurisdiction oversees their own enforcement. Matt Johnson explained that his interpretation of the code is, it is up to the City on their restrictions.

Councilor Courtney Hamilton asked if there is an end date? City Attorney Matt Johnson clarified it ends with the State Order. City Administrator Suzanne Frick suggests we have another meeting prior to the end of the state order. Mayor Neil Bradshaw advised that we will continue to monitor and will add other restrictions at a future date if needed.



Councilor Courtney Hamilton talked about childcare being an issue with people going back to work. City Attorney Matt Johnson suggested this be cleaned up for the next health order.

Mayor Neil Bradshaw asked council how they would like to interpret the pump park, skate park and tennis courts. The state said they could be open with public distancing. He asked council for their thoughts. Councilor Michael David said that tennis mandates using the same piece of equipment so he does not think that can be open yet. He would like to see pump park and skate park be allowed with good enforcement. Councilor Courtney Hamilton agrees with Michael David. Councilor Jim Slanetz thinks all could be open with proper precautions. People need to be personally responsible. Council President Amanda Breen said the pump park has not been closed. She agrees that tennis is a lot of sharing and there needs to be enforcement for the pump and skate park to open. Mayor Neil Bradshaw advised that he will open the skate and pump park and keep tennis closed.

Mayor Neil Bradshaw clarified that curb side services are allowed, essential or not. He reiterated what is still closed such as gyms, salons, restaurants, and bars. Delivery and pick up at curbside is allowed. This will be in effect thru the end of April. May will be determined later with guidelines in a safe and responsible way. We must wait to see the Governors plans and until that time we are on curbside. There will most likely be another special meeting in April.

Mayor Neil Bradshaw said there is no diminishing the hardships being experienced. This may lead to positive changes in our future. He also hopes we notice the generosity of others and would like us to take this opportunity to work together as a community and thanked council for all they have done. This is a small town with a big heart.

- ADJOURNMENT

**Motion to adjourn at 12:13 p.m.**

***Motion made by Councilor Hamilton, Seconded by Council President Breen.***

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

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Neil Bradshaw, Mayor

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Robin Crotty, City Clerk

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
WILLEY, SARA	041520	Park Reservation Refund	80.00
MESCAL, MORGAN	042420	Park Reservation Refund	90.00
RUNNER, NICOLE	042420	Park Reservation Refund	150.00
HAACK, TENLEY	042420	Park Reservation Refund	150.00
Total :			470.00
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	633326	633326 042320	45.00
<b>01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG</b>			
LIMELIGHT HOTEL KETCHUM	10R2H7 03062	3/6 Council Meeting	250.00
Total LEGISLATIVE & EXECUTIVE:			295.00
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	633326	633326 042320	63.00
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
COPY & PRINT, L.L.C.	OUT-1059	Paper Towel Dispenser Batteries	27.50
US BANK	6243 032620	6243 - Supplies	48.60
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
GALENA ENGINEERING, INC.	1318.183 04012	1318.183 040120	623.75
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087264135 04	2087264135 041320	966.09
CENTURY LINK	2087265574 04	2087265574 041320	51.48
SYRINGA NETWORKS, LLC	20APR0394	20APR0394	3,000.00
VERIZON WIRELESS	365459737 041	365459737 041320	42.76
VERIZON WIRELESS	965494438 041	965494438 041020	36.51
VERIZON WIRELESS	965494438 041	965494438 041020	36.51
<b>01-4150-5150 COMMUNICATIONS</b>			
SNEE, MOLLY	2005	April Retainer	4,500.00
<b>01-4150-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	0001311632	960 042320	34.20
CLEAR CREEK DISPOSAL	0001312417	951449 042320	60.00
IDAHO POWER	2200749261 04	2200749261 042220	1,030.72
INTERMOUNTAIN GAS	32649330001 0	32649330001 042420	332.07
INTERMOUNTAIN GAS	44919030005 0	44919030005 042420	23.28

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total ADMINISTRATIVE SERVICES:			10,876.47
<b>LEGAL</b>			
<b>01-4160-4200 PROFESSIONAL SERVICES</b>			
WHITE PETERSON	24892R 033120	General Services 24892R 033120	15,500.00
WHITE PETERSON	24892R 033120	Braken 24892R 033120	3,112.49
<b>01-4160-4270 CITY PROSECUTOR</b>			
ALLINGTON, ESQ., FREDERICK	120262	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			22,382.41
<b>PLANNING &amp; BUILDING</b>			
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	633326	633326 042320	36.00
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
KVH STRATEGIES	69	March and April Planning Services	3,062.50
<b>01-4170-4500 GEOGRAPHIC INFO SYSTEMS</b>			
BLAINE COUNTY (GIS)	364	3rd Quarter Billing - GIS Salary	5,771.03
Total PLANNING & BUILDING:			8,869.53
<b>FACILITY MAINTENANCE</b>			
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	633326	633326 042320	27.00
<b>01-4194-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2004-617295	Gloves and Glasses	47.97
CHATEAU DRUG CENTER	2212347	Broom	24.68
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	937151	38950 041520	14.13
<b>01-4194-4200 PROFESSIONAL SERVICES</b>			
BIG WOOD LANDSCAPE, INC.	22024	Snow Removal 2nd St. Parking Sidewalks	325.00
BIG WOOD LANDSCAPE, INC.	22025	Snow Removal 4th St. Spruce to Walnut	325.00
BIG WOOD LANDSCAPE, INC.	22026	Snow Removal 6th St. & Leadville	300.00
BIG WOOD LANDSCAPE, INC.	22027	Snow Removal Cimino Park	300.00
BIG WOOD LANDSCAPE, INC.	22028	Snow Removal City Maintenance Yard	300.00
BIG WOOD LANDSCAPE, INC.	22029	Snow Removal Forest Service Park	300.00
BIG WOOD LANDSCAPE, INC.	22030	Snow Removal KTS Exterior Sidewalks	350.00
BIG WOOD LANDSCAPE, INC.	22031	Snow Removal KTS Interior	350.00
BIG WOOD LANDSCAPE, INC.	22032	Snow Removal OWM	300.00
<b>01-4194-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	0001311631	960 042320	26.00
IDAHO POWER	2201272487 04	2201272487 042020	122.95
IDAHO POWER	2203538992 04	2203538992 042020	97.38
INTERMOUNTAIN GAS	32649330001 0	32649330001 042420	12.42
INTERMOUNTAIN GAS	65669030002 0	65669030002 042420	9.79

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4194-6000 REPAIR &amp; MAINT-AUTOMOTIVE EQUI</b>			
LES SCHWAB	11700621185	Tires and Alignment	862.24
RIVER RUN AUTO PARTS	6538-152153	Coolant	18.95
<b>01-4194-6950 MAINTENANCE</b>			
CHATEAU DRUG CENTER	2206070	Caution Tape	22.78
Total FACILITY MAINTENANCE:			4,136.29
<b>POLICE</b>			
<b>01-4210-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	2210820	USB Charger	9.49
CHATEAU DRUG CENTER	2212257	CSO PPE Gloves	6.64
CHATEAU DRUG CENTER	2213573	CSO PPE	19.73
<b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>			
VERIZON WIRELESS	965494438 041	965494438 041020	36.51
VERIZON WIRELESS	965494438 041	965494438 041020	36.51
VERIZON WIRELESS	965494438 041	965494438 041020	40.88
CALE AMERICA, INC.	158909	March Active Meters	165.00
<b>01-4210-4200 PROFESSIONAL SERVICES</b>			
BACKGROUND INVESTATION B	CIT025030120-	Background Checks	16.95
<b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>			
BLAINE COUNTY CLERK/RECOR	201028	BCSO Law Enforcement Services	123,587.42
Total POLICE:			123,919.13
<b>FIRE &amp; RESCUE</b>			
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	633326	633326 042320	117.00
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>			
ATKINSONS' MARKET	05291271	Coffee	27.54
CHATEAU DRUG CENTER	2212982	Seam Sealer	13.28
JANE'S ARTIFACTS	047706	Work From Home Printer Ink - Terri	51.98
JANE'S ARTIFACTS	047729	Work From Home Printer Ink - Terri	29.99
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
ATKINSONS' MARKET	05291271	Coffee	27.54
BOUNDTREE MEDICAL	83588764	Medical Products	116.99
BOUNDTREE MEDICAL	83588765	Medical Supplies	180.00
BOUNDTREE MEDICAL	83595058	Latex Gloves	115.90
BOUNDTREE MEDICAL	83595059	Medical Supplies	93.00
BOUNDTREE MEDICAL	83595060	Medical Supplies	96.99
CHATEAU DRUG CENTER	2211989	Markers and Tape	21.83
GEM STATE PAPER & SUPPLY	1024272	Paper Supplies	65.85
HENRY SCHEIN	75459689	Probe Covers	49.15
HENRY SCHEIN	75514833	Hand Sanitizer	57.59
HENRY SCHEIN	76411644	Intubating Stylettes	30.00
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>			
UNITED OIL	937052	37267 041520	80.16
UNITED OIL	937052	37267 041520	301.11

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>			
UNITED OIL	937052	37267 041520	35.99
<b>01-4230-4900 TRAINING/TRAVEL/MTG FIRE</b>			
SISKO, JOHN	041720	Paramedic Test	125.00
SISKO, JOHN	042920	Finger Prints, Background Check, Paramedic Test	320.21
<b>01-4230-4920 TRAINING-FACILITY</b>			
CLEAR CREEK DISPOSAL	0001311317	1848 042320	57.46
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
VERIZON WIRELESS	765494480 041	765494480 041320	109.87
COX WIRELESS	027222301 042	027222301 042020	59.71
ACTIVE 911, INC.	162384	Agency Renewal	406.25
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
VERIZON WIRELESS	765494480 041	765494480 041320	109.87
COX WIRELESS	027222301 042	027222301 042020	59.72
ACTIVE 911, INC.	162384	Agency Renewal	406.25
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11794500	5109 041520	29.75
Total FIRE & RESCUE:			3,195.98
<b>STREET</b>			
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	633326	633326 042320	81.00
<b>01-4310-3200 OPERATING SUPPLIES</b>			
GEM STATE PAPER & SUPPLY	1022312-01	Paper Supplies	109.65
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	937053	37269 041520	534.88
<b>01-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS	365459737 041	365459737 041320	88.52
<b>01-4310-5200 UTILITIES</b>			
INTERMOUNTAIN GAS	32649330001 0	32649330001 042420	106.57
INTERMOUNTAIN GAS	32649330001 0	32649330001 042420	471.88
INTERMOUNTAIN GAS	49439330009 0	49439330009 042420	77.49
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
METROQUIP, INC.	003796	Water Pump	1,271.62
METROQUIP, INC.	P03568	Hydrolic Ram	277.88
RHOMAR INDUSTRIES	96711	Sealant and Sprayer	947.20
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>			
TREASURE VALLEY COFFEE INC	2160 06703329	Tea	25.36
<b>01-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	2201013857 04	2201013857 042020	11.22
IDAHO POWER	2203855230 04	2203855230 042020	51.01
IDAHO POWER	2204535385 04	2204535385 042020	41.83
IDAHO POWER	2206773224 04	2206773224 042020	5.29

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
COLOR HAUS, INC.	231994	Epoxy	91.17
WALKER SAND AND GRAVEL	729280	Crushed Fines	157.97
WALKER SAND AND GRAVEL	729280	Imported Clean Fill	109.27
<b>01-4310-7600 OTHER MACHINERY &amp; EQUIPMENT</b>			
GMW EQUIPMENT LLC	1681 20465	Roller and Transportation	27,950.00
Total STREET:			32,409.81
<b>RECREATION</b>			
<b>01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	633326	633326 042320	36.00
<b>01-4510-3250 RECREATION SUPPLIES</b>			
TENNIS AND TRACK COMPANY	0000039-IN	Zip Ties	204.00
<b>01-4510-4200 PROFESSIONAL SERVICE</b>			
CLEAR CREEK LAND CO. LLC	0000025202	180 042820	90.00
<b>01-4510-5200 UTILITIES</b>			
IDAHO POWER	2206452274 04	2206452274 042020	295.10
INTERMOUNTAIN GAS	31904030009 0	31904030009 042420	87.53
Total RECREATION:			712.63
Total GENERAL FUND:			207,267.25
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			
<b>02-4530-3200 OPERATING SUPPLIES</b>			
MUNICODE	00341586	Wagon Days Sub-Site Build	4,000.00
<b>02-4530-4200 PROFESSIONAL SERVICES</b>			
SUN VALLEY EVENTS	042720	May 2020 Event Contract	3,125.00
Total WAGON DAYS EXPENDITURES:			7,125.00
Total WAGON DAYS FUND:			7,125.00
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-7190 SIDEWALK/LIGHTING</b>			
GALENA ENGINEERING, INC.	1318.174 04012	1318.174 040120	4,540.00
<b>03-4193-7400 COMPUTER/COPIER LEASING</b>			
DELL FINANCIAL SERVICES	80390461	Lease Services	259.42
DELL FINANCIAL SERVICES	80396531	Lease Services	1,465.97
Total GENERAL CIP EXPENDITURES:			6,265.39
Total GENERAL CAPITAL IMPROVEMENT FD:			6,265.39

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>STREET CAPITAL IMPROVEMENT FND</b>			
<b>STREET CIP EXPENDITURES</b>			
<b>05-4310-7601 FACILITIES MAINT. EQUIPMENT</b>			
BARRY EQUIPMENT RENTAL IN	4022	ToolCat Sweeper Attachment	3,324.05
Total STREET CIP EXPENDITURES:			3,324.05
Total STREET CAPITAL IMPROVEMENT FND:			3,324.05
<b>FIRE &amp; RESCUE CAPITAL IMPR.FND</b>			
<b>FIRE/RESC CAPITAL EXPENDITURES</b>			
<b>11-4230-7600 OTHER MACH &amp; EQUIP</b>			
CURTIS TOOLS FOR HEROES	INV380695	Uniform - Chief	2,506.13
Total FIRE/RESC CAPITAL EXPENDITURES:			2,506.13
Total FIRE & RESCUE CAPITAL IMPR.FND:			2,506.13
<b>ORIGINAL LOT FUND</b>			
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6040 SUN VALLEY MARKETING ALLIANCE</b>			
VISIT SUN VALLEY	57	Monthly Payment per contract	33,333.33
Total ORIGINAL LOT TAX:			33,333.33
Total ORIGINAL LOT FUND:			33,333.33
<b>FIRE CONSTRUCTION FUND</b>			
<b>FIRE FUND EXP/TRNFRS</b>			
<b>42-4800-4200 PROFESSIONAL SERVICES</b>			
CORE CONSTUCTION SERVICES	201000501	Design Development Phase Contract 20454	6,421.80
Total FIRE FUND EXP/TRNFRS:			6,421.80
Total FIRE CONSTRUCTION FUND:			6,421.80
<b>WATER FUND</b>			
<b>63-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
POULSEN, CRAIG	041720	Overpayment Refund	51.19
Total :			51.19
<b>WATER EXPENDITURES</b>			
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	633326	633326 042320	27.00
<b>63-4340-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2004-619537	Gloves and Battery	35.86
GEM STATE PAPER & SUPPLY	1022630-02	Disinfectant Supplies	109.65

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	937055	37271 041520	38.16
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
CENTRAL DRUG SYSTEM, INC.	306446	Testing & Fees	77.75
THORNTON HEATING	43426	Boiler Services	192.00
BACKGROUND INVESTATION B	CIT025030120-	Background Checks	35.90
<b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
COOLEY, PAT	041320	Meal and Travel Reimbursement	186.45
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087250715 04	2087250715 040420	117.79
CENTURY LINK	2087255045 04	2087255045 040420	53.80
VERIZON WIRELESS	365516521 041	365516521 041320	130.70
VERIZON WIRELESS	965494438 041	965494438 041020	36.51
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	2202458903 04	2202458903 041720	170.58
IDAHO POWER	2203658592 04	2203658592 042320	4,547.49
IDAHO POWER	2206786259 04	2206786259 041720	42.55
INTERMOUNTAIN GAS	32649330001 0	32649330001 042420	32.00
INTERMOUNTAIN GAS	32649330001 0	32649330001 042420	31.60
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
SAWTOOTH PLUMBING	26228	Hand Washing Water Heater	110.00
Total WATER EXPENDITURES:			5,975.79
Total WATER FUND:			6,026.98
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7802 KETCHUM SPRING WA CONVERSION</b>			
FERGUSON ENTERPRISES, LLC	0742488	Ketchum Spring Conversion Meters	10,022.58
Total WATER CIP EXPENDITURES:			10,022.58
Total WATER CAPITAL IMPROVEMENT FUND:			10,022.58
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	633326	633326 042320	54.00
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	937054	37270 041520	58.86
<b>65-4350-3800 CHEMICALS</b>			
HACH	11913454	CHEMICALS	561.07
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087268953 04	2087268953 041320	53.80
VERIZON WIRELESS	965494438 041	965494438 041020	19.13
VERIZON WIRELESS	965494438 041	965494438 041020	33.76



Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>65-4350-5200 UTILITIES</b>			
IDAHO POWER	2202158701 04	2202158701 041620	8,033.92
IDAHO POWER	2202703357 04	2202703357 041720	89.80
IDAHO POWER	2206786259 04	2206786259 041720	42.55
INTERMOUNTAIN GAS	32649330001 0	32649330001 042420	59.50
INTERMOUNTAIN GAS	32649330001 0	32649330001 042420	134.23
INTERMOUNTAIN GAS	32649330001 0	32649330001 042420	31.60
INTERMOUNTAIN GAS	32649330001 0	32649330001 042420	84.88
INTERMOUNTAIN GAS	58208688554 0	58208688554 042420	9.79
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
BOLEN'S CONTROL HOUSE, INC.	S1304063.002	Shipping & Handling	38.36
NAPA AUTO PARTS	006931	Air Filter	27.79
NAPA AUTO PARTS	009662	Non-Deter 30 Qt	4.78
NAPA AUTO PARTS	009746	V-Belt	24.29
PIPECO, INC.	S3671612.001	Aqualine Fittings	5.91
WOOD RIVER WELDING, INC.	176094	Welding	266.20
LIVINGSTON MICROGRAPHICS,	2532	Ultraviolet Lamps	3,138.09
Total WASTEWATER EXPENDITURES:			12,716.73
Total WASTEWATER FUND:			12,716.73
<b>DEVELOPMENT TRUST FUND</b>			
<b>DEVELOPMENT TRUST EXPENDITURES</b>			
<b>94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH</b>			
WHITE PETERSON	24892R 033120	PEG 24892R 033120	11,542.43
Total DEVELOPMENT TRUST EXPENDITURES:			11,542.43
Total DEVELOPMENT TRUST FUND:			11,542.43
Grand Totals:			306,551.67

Report Criteria:

Invoices with totals above \$0 included.  
 Paid and unpaid invoices included.  
 [Report].GL Account Number = "011000000"- "9648008200", "991000000"- "9911810000"  
 Invoice Detail.Voided = No, Yes



## City of Ketchum

May 4, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Contract #20466, SECOND ADDENDUM TO LEASE AGREEMENT of Ohio Gulch Sludge Drying Fields Lease Agreement**

#### Recommendation and Summary

Staff is recommending the council authorize a **SECOND ADDENDUM TO LEASE AGREEMENT** which extends the lease agreement with Blaine County for the use of the sludge drying fields at the Ohio Gulch Waste Transfer Station and adopt the following motion:

I move to approve Contract #20466, **SECOND ADDENDUM TO LEASE AGREEMENT**, for an extension of the term of the Ohio Gulch sludge drying fields lease agreement with Blaine County, the City of Hailey and the Sun Valley Water and Sewer District so that it is valid and in force until November 31, 2021.

The reasons for the recommendation are as follows:

- The existing lease agreement extension expired April 5, 2020.
- Extending the existing lease agreement will allow Blaine County, as owner of the property, and the various users of the facility time to develop a more thorough and equitable agreement for this necessary step in Ketchum's wastewater treatment process.
- A new agreement for sludge handling at the Ohio Gulch facility is being developed at this time and will include other Wood River valley users as participants of the new agreement.

#### Analysis

The Ohio Gulch Sludge Management Facility is the only place in the Wood River valley able to accept wastewater sludge for proper disposal. The sludge drying facilities at Ohio Gulch are part of the Biosolids Management Plan which is being modified to conform to new standards required by the Environmental Protection Agency and Idaho Department of Environmental Quality. Extension of the current lease agreement until November 31, 2021 provides adequate time for a new process for biosolids management to be developed and implemented.

#### Sustainability

The recommended action has no influence on the goals of the 2020 Ketchum Sustainability Action Plan.

Financial Impact

There are no costs involved with the extension of this lease agreement.

Attachments:

Second Addendum to Lease Agreement

Addendum to Lease Agreement

Ohio Gulch Sludge Management Facility Lease Agreement

## SECOND ADDENDUM TO LEASE AGREEMENT

THIS SECOND ADDENDUM AGREEMENT, effective as of the date hereinbelow stated, is entered into by and between the COUNTY OF BLAINE, a political subdivision of the State of Idaho, hereinafter referred to as "County," and the CITIES OF KETCHUM AND HAILEY, Idaho, municipal corporations, and the SUN VALLEY WATER AND SEWER DISTRICT, a water and sewer district existing under and by virtue of the laws of the State of Idaho, which entities are hereinafter collectively referred to as "Cities."

### RECITALS

1. On April 5, 1999, the parties entered into a lease agreement concerning real property located in the Ohio Gulch area of Blaine County for the use of "drying fields" for sludge generated from wastewater treatment plants operated by the Cities, hereinafter referred to as "lease agreement," which is attached to this ADDENDUM TO LEASE AGREEMENT as Exhibit A and hereby incorporated by reference herein.

2. The lease agreement included a term of twenty years and expired on April 5, 2019.

3. On April 2, 2019, the parties entered into an Addendum to Lease Agreement, hereinafter referred to as "first addendum," which extended the termination of the lease agreement until April 5, 2020. The first addendum is attached to this SECOND ADDENDUM TO LEASE AGREEMENT and hereby incorporated by reference herein.

4. The parties wish to extend the term of the lease agreement so that it is valid and in force until November 31, 2021.

5. In addition to the extended term, the parties agree that all existing terms in the lease agreement are still applicable.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereby agree to this SECOND ADDENDUM TO LEASE AGREEMENT as follows:

1. Term. The lease agreement shall be in full force and effect until its expiration on November 31, 2021. All prior lease agreement terms shall conform to the November 31, 2021, termination date.

2. Existing Lease. All other terms of the lease agreement provided herein remain in full force and effect.

Agreement entered into and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BLAINE COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

By \_\_\_\_\_  
JACOB GREENBERG, Chairman

\_\_\_\_\_  
Jolynn Drage, Clerk

“CITIES”

By \_\_\_\_\_  
MARTHA BURKE, Mayor  
City of Hailey

ATTEST:

\_\_\_\_\_  
MARY CONE  
Hailey City Clerk

By \_\_\_\_\_  
NEIL BRADSHAW, Mayor  
City of Ketchum

ATTEST:

\_\_\_\_\_  
ROBIN CROTTY  
Ketchum City Clerk

SUN VALLEY WATER AND SEWER DISTRICT

By \_\_\_\_\_  
JAMES D. LOYD, President

ATTEST:

\_\_\_\_\_  
JEANENE PARKER, Treasurer

CERTIFICATES OF VERIFICATION

STATE OF IDAHO )  
                                      ) ss  
County of Blaine )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary public for the state of Idaho, personally appeared DICK FOSBURY, known to me to be Commissioner of the Board of County Commissioners of Blaine County, a political subdivision which executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said political subdivision.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(seal)

STATE OF IDAHO )  
                                      ) ss  
County of Blaine )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary public for the state of Idaho, personally appeared MARTHA BURKE, known to me to be the Mayor of the City of Hailey, a political subdivision which executed the foregoing instrument, and acknowledged to me that she executed the same on behalf of said political subdivision.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(seal)

STATE OF IDAHO )  
 ) ss  
 County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary public for the state of Idaho, personally appeared NEIL BRADSHAW, known to me to be the Mayor of the City of Ketchum, a political subdivision which executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said political subdivision.

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

(seal)

\_\_\_\_\_  
 Notary Public for Idaho  
 Residing at: \_\_\_\_\_  
 Commission Expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss  
 County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary public for the state of Idaho, personally appeared JAMES D. LOYD, known to me to be the President of Sun Valley Water and Sewer District, which executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said political subdivision.

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

(seal)

\_\_\_\_\_  
 Notary Public for Idaho  
 Residing at: \_\_\_\_\_  
 Commission Expires: \_\_\_\_\_

## ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM AGREEMENT, effective as of the date hereinbelow stated, is entered into by and between the COUNTY OF BLAINE, a political subdivision of the State of Idaho, hereinafter referred to as "County", and the CITIES OF KETCHUM AND HAILEY, Idaho, municipal corporations, and the SUN VALLEY WATER AND SEWER DISTRICT, a water and sewer district existing under and by virtue of the laws of the State of Idaho, which entities are hereinafter collectively referred to as "Cities".

### RECITALS

1. On April 5, 1999, the parties entered into a lease agreement concerning real property located in the Ohio Gulch area of Blaine County for the use of "drying fields" for sludge generated from wastewater treatment plants operated by the Cities, hereinafter referred to as "lease agreement", which is attached to this ADDENDUM AGREEMENT as Exhibit A and hereby incorporated by reference herein.

2. The lease agreement included a term of twenty years and is set to expire on April 5, 2019.

3. The parties wish to extend the term of the lease agreement so that it is valid and in force until April 5, 2020.

4. Besides the extended term, the parties agree that all existing terms in the lease are still applicable.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereby agree to this ADDENDUM TO LEASE AGREEMENT as follows:

1. Term. The lease agreement shall be in full force and effect until its expiration on April 5, 2020. All prior lease agreement terms shall conform to the April 5, 2020 termination date.
2. Existing Lease. All other terms of the lease agreement provided herein remain in full force and effect.



Agreement entered into and effective as of this \_\_\_\_\_ day of \_\_\_\_\_,  
2019.

BLAINE COUNTY BOARD OF COUNTY  
COMMISSIONERS

ATTEST:

By \_\_\_\_\_  
ANGENIE MCCLEARY, Vice Chair

\_\_\_\_\_  
Jolynn Drage, Clerk

“CITIES”

\_\_\_\_\_  
FRITZ X. HAEMMERLE, Mayor  
City of Hailey

ATTEST:

\_\_\_\_\_  
MARY CONE  
Hailey City Clerk

\_\_\_\_\_  
NEIL BRADSHAW, Mayor  
City of Ketchum

ATTEST:

\_\_\_\_\_  
ROBIN CROTTY  
Ketchum City Clerk

\_\_\_\_\_  
JAMES D. LOYD, President  
Sun Valley Water and Sewer District

ATTEST:

\_\_\_\_\_  
JEANENE PARKER,  
Treasurer

## LEASE

This agreement is made and entered into this 5<sup>th</sup> day of April, 1999, by and between the **COUNTY OF BLAINE**, Idaho, a political subdivision of the State of Idaho, hereinafter referred to as "County" and the **CITIES OF KETCHUM AND HAILEY**, Idaho, Idaho municipal corporations, and the **SUN VALLEY WATER AND SEWER DISTRICT**, a water and sewer district existing under and by virtue of the laws of the State of Idaho, which entities are hereinafter collectively referred to as "Cities."

## RECITALS

1. The County presently owns real property located in the Ohio Gulch area of Blaine County, more particularly described on **Exhibit "A"**, attached hereto.
2. This real property is commonly referred to as the "drying fields," containing six (6) separate drying fields for sludge generated from wastewater treatment plants operated by the Cities.
3. Management of the sludge drying fields has historically been provided by the Southern Idaho Regional Solid Waste District.
4. The parties now wish to agree upon terms and conditions whereby the County will lease to the Cities the area described on **Exhibit "A"**, attached to this agreement for the purpose of operating sludge drying fields thereon, which sludge shall be generated exclusively from publicly owned wastewater treatment systems.

IT IS THEREFORE AGREED in consideration of these recitals and the promises and covenants hereafter contained as follows:

1. **LEASE.** The County hereby leases to the Cities and the Cities agree to lease from the County that real property more particularly described on **Exhibit**

“A”, attached hereto, for the purpose of operating sludge drying fields containing sludge generated from publicly owned wastewater treatment plants within Blaine County.

2. **TERM.** The term of this lease shall be for a period of twenty (20) years, commencing with the 5<sup>th</sup> day of April, 1999, and ending with the 5<sup>th</sup> day of April, 2019.
3. **RENTAL.** No rental fee will be charged or due from the Cities to the County.
4. **EXCLUSIVE USE.** The Cities agree to use the real property for the purposes of drying sludge generated from publicly owned wastewater treatment plants, and any purpose reasonably related to such primary purpose, but no other purpose whatsoever, without the express written consent of the County.
5. **MANNER OF OPERATION.** The Cities agree to operate the sludge drying fields in full conformance with every existing law, including but not limited to, any applicable statute, ordinance, rule, regulation, or order of the United States of America, the State of Idaho or the County of Blaine, or any of its agencies, departments, commissions, or tribunals. Specifically and not by way of limitations, the Cities agree to operate the sludge drying fields in full conformance with the Ohio Gulch Sludge Management Site Procedures Manual, a copy of which is attached hereto as **Exhibit “B”**. The Cities agree to operate the sludge drying fields in full compliance with Title 40 of the Federal Code of Regulations, Part 503, as it now exists or as it may hereafter be amended. The Cities further agree to abide by any supplementary regulations or directives issued after negotiations with the County, for the proper operation of the sludge drying fields which may be issued from time to time by the County.
6. **STAFF.** The Cities agree to hire or contract, at all times during the terms of this agreement, sufficient, competent personnel to properly manage the sludge

drying fields in accordance with the terms and conditions of this agreement.

7. **ADDITIONAL MUNICIPALITIES.** The Cities shall allow, as they shall determine, other municipal corporations ~~of the State of Idaho~~, and extended treatment package systems serving ten (10) or more households, to utilize the sludge drying fields for sludge generated from their own publicly or privately owned wastewater treatment plants. The Cities may charge such reasonable fees as they shall determine for this use. The Cities shall develop operating guidelines for the reception of any additional sludge generated from publicly or privately owned wastewater treatment plants referred to in this paragraph so long as such guidelines are in full compliance with this agreement.
8. **JOINT AND SEVERAL LIABILITY.** The Cities shall be jointly and severally liable for the performance of this agreement.
9. **SEPTAGE.** The Cities agree that they shall not under any circumstances allow sludge or septage that is not "sewer sludge," as that term is defined in Title 40 of the Code of Federal Regulations, Part 503, to be deposited in the sludge drying areas subject to this lease, it being the express understanding of the parties that the real property subject to this lease will be used exclusively for the drying of sewage sludge.
10. **CONDITION OF PREMISES.** The Cities agree to operate the leased property in such a fashion as to insure appropriate, year round vehicular access to the area, consistent with the proper condition of the leased property to receive sewage sludge for drying. The Cities shall have the exclusive responsibility to maintain the leased property in a good condition of repair, including all fences, gates, outbuildings, and other improvements. The Cities may contract with the County or the County's agents for such maintenance and operational items as snow removal, discing, and sludge removal on such terms as may be negotiated by the parties. The final and ultimate responsibility for site maintenance shall be that of the Cities.

11. **CONDITION PRECEDENT.** This agreement must be approved by the State of Idaho Public Health and Welfare, Division of Environmental Quality prior to its becoming effective.
12. **IMPROVEMENT.** The Cities shall not construct new improvement on the real property without the written consent of the County. Any improvements constructed on the real property shall be the property of the County at the termination of the lease.
13. **INSPECTION.** The County shall retain the right to inspect the site at any reasonable time for purposes of determining the Cities' compliance with this agreement. Additionally, the County shall have the right, upon demand, to inspect any records required to be maintained by the Cities in connection with this lease, as described in **Exhibit "B"** attached hereto or in other provisions of law.
14. **DEFAULT.** Should the County determine that the Cities are in violation of any term or condition of this agreement, the County shall cause a writing to be delivered to the Cities at the addresses for notice provided elsewhere in this agreement, which writing shall set forth the exact nature of every claimed event of default. The Cities shall have fifteen (15) days from the receipt of such written notice to fully cure each claimed event of default. The County may not proceed to exercise any remedy to which it may be entitled under this agreement until the appropriate notice has been given to the Cities and the Cities have failed to cure in full each claimed event of default or provide a compliant schedule to cure the defaults acceptable to the County within the fifteen(15) day cure period.
15. **REMEDIES ON DEFAULT.** Should the Cities come into default under this agreement, and defaults are not timely cured after notice having been given, the County may then proceed to exercise any remedy to which it may be

entitled under the laws of the State of Idaho. These remedies may include, but are not limited to, the following:

- A. Termination of the lease agreement and the institution of a suit for any damages caused to the County as a result of the breach of the agreement; and/or
  - B. An action under the unlawful detainer laws of the State of Idaho seeking recovery of the possession of the real property subject to the lease.
  - C. Upon agreement of the parties, submit the dispute to an arbitrator (chosen by the parties) for binding arbitration under the procedures established by *Idaho Code* §7-901, *et seq.* The parties shall pay the arbitrator's fee in equal shares, one share to County and one share to Cities.
16. **INDEMNIFICATION.** The Cities agree to hold harmless and indemnify the County from all liability of whatever kind of nature which may in any way arise from this lease and the Cities' operation of the leased premises. The Cities agree to maintain in force a policy of public liability insurance throughout the term of this agreement naming the County as a coinsured thereon with a minimum single limit coverage of \$2,000,000.00. The Cities shall demonstrate the existence of this insurance policy being in force upon request from the County at all times during this agreement.
17. **PROHIBITION OF ASSIGNMENT OR SUBLEASE.** The Cities may not assign their rights under this agreement or sublease this agreement to any third party without the express written consent of the County first having been obtained. This paragraph shall not be construed to prohibit the Cities from allowing other Idaho municipal corporations to deposit sludge generated from publicly owned wastewater treatment plants as provided elsewhere in this

agreement.

18. **NOTICES.** Notices under this agreement shall be given to the parties at the following addresses:

**COUNTY**

Board of Commissioners  
Blaine County Courthouse  
206 1<sup>st</sup> Avenue S., Suite 300  
Hailey, ID 83333

**CITIES**

City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340

City of Hailey  
115 S Main St.  
Hailey, ID 83333

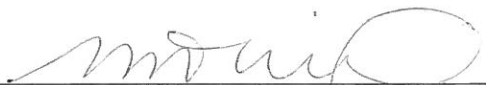
Sun Valley Water and Sewer District  
P.O. Box 2410  
Sun Valley, ID 83353

Duplicate notice shall be given to each City when notice is required under this agreement.


19. **INTEGRATION.** The parties hereto acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

20. **TIME OF THE ESSENCE.** Time is, and shall be, of the essence of each and every term and condition of this agreement.
21. **ATTORNEYS FEES ON DEFAULT.** If default be made by any party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.
22. **APPLICABLE LAW.** This agreement shall be construed under and governed by the laws of the State of Idaho.

**"COUNTY"**

  
\_\_\_\_\_  
MARYANN MIX  
Blaine County Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
MARSHA RIEMANN  
Blaine County Clerk

LEASE -7 OF 11

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**"CITIES"**

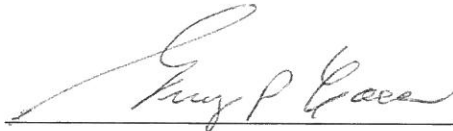


BRAD SIEMER, Mayor  
City of Hailey

ATTEST:

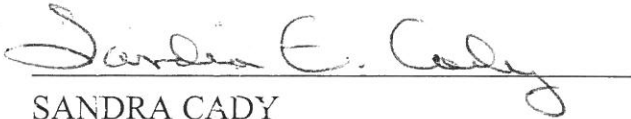


HEATHER DAWSON  
Hailey City Clerk

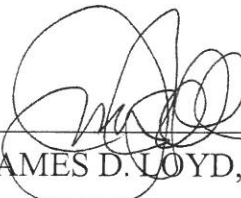


GUY P. COLES, Mayor  
City of Ketchum

ATTEST:



SANDRA CADY  
Ketchum City Clerk



JAMES D. LOYD, PRESIDENT  
Sun Valley Water and Sewer District

ATTEST:



JOANNE K. VASSAR

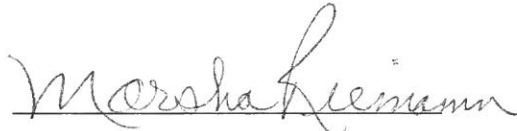
**LEASE -8 OF 11**

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State of Idaho )  
 ) ss.  
County of Blaine )

On this 5 day of April, 1999, before me, the undersigned, Notary Public in and for said County and State, personally appeared MARYANN MIX, the Chairman of the Blaine County Board of Commissioners, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same on behalf of said County.

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

  
Notary Public for Idaho  
Residing at Hailey  
Commission expires: 2003

(Seal)

State of Idaho )  
 ) ss.  
County of Blaine )

On this 2nd day of March, 1999, before me, the undersigned, Notary Public in and for said County and State, personally appeared BRAD SIEMER, Mayor of the City of Hailey, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said City.

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

**LEASE -9 OF 11**

E:\Ketchum\Sewer\Sludge Field Agmt.wpd

Heather Dawson

Notary Public for Idaho

Residing at Hailey ID

Commission expires: 08/02/02

(Seal)

State of Idaho )  
 ) ss.  
County of Blaine )

On this 4<sup>th</sup> day of Feb, 1999, before me, the undersigned, Notary Public in and for said County and State, personally appeared GUY P. COLES, Mayor of the City of Ketchum, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said City.

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

James O. Jaquet

Notary Public for Idaho

Residing at Ketchum

Commission expires: March 24, 2003

(Seal)

State of Idaho )  
 ) ss.  
County of Blaine )

On this 24<sup>TH</sup> day of FEBRUARY, 1999, before me, the undersigned, Notary Public in and for said County and State, personally appeared JAMES D. LOYD, President of Sun Valley Water and Sewer District, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said City.

**LEASE -10 OF 11**

E:\Ketchum\Sewer\Sludge Field Agmt.wpd

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

Joanne K. Vassar

Notary Public for Idaho

Residing at HAILEY

Commission expires: 8/14/2001

(Seal)



## City of Ketchum

May 4, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Contract #20467, Contribution Agreement for HDR Biosolids Composting Study**

#### Recommendation and Summary

Staff is recommending the council approve Contract #20467 and adopt the following motion:

I move to approve Contract #20467, Contribution Agreement (HDR Biosolids Composting Study), for \$5296.00 and to authorize Mayor Bradshaw to sign the agreement.

The reasons for the recommendation are as follows:

- The HDR Biosolids Composting Study is necessary for the development of an operations plan to dispose of the biosolids created by the Ketchum/Sun Valley Water and Sewer District (SVWSD) wastewater treatment plant.
- The \$5296.00 being paid to the City of Hailey is the Ketchum/SVWSD pro-rated share of the cost of the study based upon past sludge volumes created by all the contributing partners

#### Introduction and History

Wastewater treatment plants in the Wood River Valley create sewage sludge that is taken to Blaine County owned drying lagoons at the Ohio Gulch Waste Transfer Station. In accordance with the Ohio Gulch Biosolids Facilities Report and Procedures Manual, after drying, the left over biosolids have been removed from the lagoons and used at the transfer station for ground cover at the construction demolition disposal area.

#### Analysis

In the fall of 2019, the Idaho Department of Environmental Quality notified the managers of the waste transfer station, Southern Idaho Solid Waste (SISW), biosolids could no longer be disposed of at the Ohio Gulch Waste Transfer Station. SISW, Blaine County and the affected treatment plants have been meeting to determine the best way to dispose of the biosolids. HDR Engineering, as the civil engineering firm used by Hailey and Ketchum treatment plants, has been asked for biosolids disposal options which include this composting study. The City of Hailey has commissioned HDR Engineering to perform the study as an amendment to an already existing engineering contract with HDR.

#### Sustainability

The recommended action will further the goals of the 2020 Ketchum Sustainability Action Plan in the following ways:

- Waste Priority Level 2: Work with regional and local agencies to evaluate options for disposal and beneficial use of wastewater biosolids.

Financial Impact

Funding for Ketchum/SVWSD share of this contract will come from the Professional Services line of the wastewater budget. This will be a shared expense with the Sun Valley Water and Sewer District.

Attachments:

Contribution Agreement

Amendment #2 to Hailey Wastewater Facility Planning Study

Attachment A – Scope of Work for Engineering Services

**CONTRIBUTION AGREEMENT**  
**(HDR BIOSOLIDS COMPOSTING STUDY)**

THIS CONTRIBUTION AGREEMENT (“Agreement”) is made and entered into effective this \_\_\_\_ day of April, 2020, by and between the CITY OF HAILEY 115 South Main Street, Hailey, Idaho 83333, a municipal corporation (hereinafter referred to as “Hailey”), and The City of Ketchum, (“Ketchum”) City of Bellevue, (“Bellevue”) Sun Valley Water and Sewer District, (“Sun Valley”) the Mid-Valley Sewer Company LLC (the “Meadows”), Quigley Farm and Conservation Community LLC (“Quigley”) (hereinafter referred to as “Contributing Partners”).

RECITALS

A. Hailey, and the Contributing partners treat waste water on behalf of the citizens and resident customers, which waste water treatment creates sludge that is hauled to the Ohio Gulch Solid Waste Transfer Station drying bed, resulting in biosolids that must be disposed of by some means.

B. Hailey has entered into an Agreement with HDR Engineering relating to its Wastewater, sludge, biosolids and potential composting thereof, an Amendment, and this proposed Amendment #2, thereto.

C. Hailey has approved Amendment #2 to said Agreement with HDR Engineering, Inc., contingent upon the Contributing Partner’s approval of this Contribution Agreement, the purpose of which Amendment #2 is to confirm biosolids quantities from each contributors’ and determining the composting requirements of said biosolids; the cost of said engineering services will be \$12,240.00.

D. Based on the current data the Contributing Partners are delivering the percentage of volume of sludge as follows: Hailey-38%, Ketchum/Sun Valley-45%, Bellevue-15%, Meadows-2%, Quigley-TBD.

E. Attached hereto and made a part hereof, marked **Exhibit “A”**, is Amendment #2 and Attachment A thereto.

F. Hailey and Contributing Partners agree to enter into this Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, Hailey and Contributing Partners agree as follows:

1. Contributing Partners to Pay Pro-rata Share. Each Contributing Partner agrees to and shall pay to the City of Hailey their pro rata share of the \$12,240 HDR Amendment #2 Contract price based on the projected volume of sludge produced and delivered to Ohio Gulch Solid Waste Transfer Station drying bed as follows:

Blaine County Fixed Fee:	\$235
Quigley Fixed Fee:	\$235
Ketchum/Sun Valley:	\$5296
Bellevue:	\$1765

Meadows: \$235

2. Change Orders. There shall be no modification or amendment of this Agreement, nor any increase in the amount of consideration provided above, except by means of written change orders executed by both parties hereto.
3. Notices. All notices given in connection with this Agreement shall be in writing and mailed to the appropriate party at the following addresses:

HAILEY:

City of Hailey  
Public Works Manager  
115 South Main Street  
Hailey, Idaho 83333

CONTRIBUTING PARTNERS:

Sun Valley Water and Sewer District  
General Manager  
PO Box 2410  
Sun Valley, ID 83353

City of Ketchum  
Public Works Manager  
480 East Ave., N  
Ketchum, ID 83340

City of Bellevue  
Public Works Manager  
PO Box 825  
Bellevue, ID 83313

Mid-Valley Sewer Company LLC  
PO Box 4380  
Ketchum, Idaho 83340-4380  
George Kirk, Manager

Quigley Farm and Conservation Community, LLC  
PO Box 2720  
Ketchum, Idaho 83340  
David B. Hennessy, Agent

4. Attorney's Fees. In the event any party hereto is required to retain an attorney to interpret or enforce the terms and conditions of this Agreement, or to recover damages as a result of a breach of this Agreement, the prevailing party in any such dispute shall recover from the other party all attorney's fees and costs



incurred by the prevailing party, whether or not litigation is instituted or concluded, on appeal or in bankruptcy proceedings.

5. Governing Law. This agreement is governed by, and enforced in accordance with, the laws and decision of the State of Idaho.
6. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties hereto, and no amendment or modification to this Agreement shall be made except by means of a written instrument duly executed by both parties.
7. Authority. Each of the persons executing this Agreement represents that they have lawful authority and authorization to execute this Agreement, as well as any other documents required hereunder, for and on behalf of the entity executing this Agreement.

EXECUTED effective the day and year first above written.

CITY OF HAILEY

By \_\_\_\_\_  
Martha Burke, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

CONTRIBUTING PARTNERS

City of Ketchum

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

City of Bellevue

By \_\_\_\_\_  
Ned Burns, Mayor

Sun Valley Water and Sewer District

By \_\_\_\_\_

Jim Loyd, Board Chair

Quigley Farm Conservation Community LLC

By \_\_\_\_\_

David B. Hennessy, Agent

Mid-Valley Sewer Company LLC

By \_\_\_\_\_

George Kirk, Manager

**AMENDMENT #2**

This Amendment to an Agreement by and between City of Hailey, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated March 12, 2019, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Amendment shall supplement the Agreement as it pertains to the project described below.

AMENDMENT NUMBER: 2

PROJECT NAME: Hailey Wastewater Facility Planning Study

PART 1.0 PROJECT DESCRIPTION: Biosolids Compost SOP

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT: Exhibit A

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE: April 6, 2019 to December 31, 2020

PART 5.0 ENGINEER’S FEE: See Exhibit A for breakdown.

Original Fee:	\$109,410.00
Amendment #1:	5,000.00
Amendment #2	<u>12,240.00</u>
Revised Total Fee:	\$126,650.00

PART 6.0 OTHER: N/A

This Amendment is executed this \_\_\_\_\_ day of March, 2020.

CITY OF HAILEY

"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

City of Hailey  
115 Main Street South,  
Suite H  
Hailey, ID 83333

HDR ENGINEERING, INC.

"ENGINEER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_



Kate Eldridge

Vice President

412 E. Parkcenter Blvd.,  
Suite 100

Boise, ID 83706

**ATTACHMENT A  
SCOPE OF WORK  
FOR ENGINEERING SERVICES**

**STANDARD OPERATING PROCEDURE FOR  
COMPOSTING OF MUNICIPAL BIOSOLIDS AT  
OHIO GULCH TRANSFER STATION**

**CITY OF HAILEY, IDAHO (OWNER)**

**AND**

**HDR ENGINEERING, INC. (ENGINEER)**

**HDR Engineering, Inc.**

SCOPE OF SERVICES.....	2
Background – Sludge Handling at Ohio Gulch Transfer Station .....	2
Final Biosolids Treatment by Composting .....	3
TASK 100: Project Management .....	4
TASK 200: Data Collection.....	4
TASK 300: Composting Standard Operating Procedure and Estimated Costs .....	5
TASK 400: Summary and Next Steps .....	6
COMPENSATION .....	6
ANTICIPATED SCHEDULE .....	7

## SCOPE OF SERVICES

### **Background – Sludge Handling at Ohio Gulch Transfer Station**

Sludge drying beds were developed at the Ohio Gulch Landfill site (now the Ohio Gulch solid waste transfer station) decades ago with the purpose of natural dewatering (drying) of liquid municipal sludge (biosolids) from the cities of Hailey and Ketchum/Sun Valley. The dry climate and remote location provides an ideal site to dry biosolids during the summer months. The sludge drying beds were historically managed by the Southern Idaho Regional Solid Waste District until 1999, when Blaine County (the property owners) established a 20 year lease between the County and the City of Hailey and City of Ketchum (along with partner Sun Valley Water & Sewer District (SVWSD)).

The Cities agreed to operate the beds in full compliance with the Federal 40 CFR, Part 503 Standards for the Use or Disposal of Sewage Sludge (“503”) and other applicable state and local regulations. In addition, Ketchum/SVWSD and Hailey were allowed to extend usage of the beds to other municipal corporations or privately owned treatment plants in Blaine County. This provision extended the use to the City of Bellevue wastewater treatment plant (WWTP) and *The Meadows* private WWTP. Eight of the twelve drying beds are used by plants treating municipal wastewater. The other parties to the agreement are septage haulers of domestic sewer materials using four of the twelve beds.

The wastewater from the treatment plants has been screened prior to biological treatment (screenings are landfill disposed). Therefore, the biosolids hauled to the drying beds has minimal plastic debris content. The biosolids from Hailey are additionally dewatered to about 16 to 18 percent solids before hauling to the drying beds to minimize trucking. The biosolids from Ketchum/SVWSD are hauled in liquid form, at about 3 percent solids (97% water). Likewise the solids from The Meadows and Bellevue are also hauled in liquid form at about 1 to 2 percent solids.

Biosolids are generated during the biological treatment of municipal wastewater. Ketchum/SVWSD, Hailey, and Bellevue aerobically digest their solids, thereby stabilizing their waste activated sludge (biosolids) at their respective facilities, prior to hauling to the Ohio Gulch Landfill drying beds. The digested solids from Ketchum/SVWSD and Hailey are managed to obtain a formal designation of Class B solids under the 40 CFR, Part 503 regulations. The Meadows does not hold waste biosolids, but instead wastes directly from the clarifier underflow into a tanker for hauling to the drying beds.

Based upon data from 2019 annual “503” reports for the drying beds, the current volume of municipal sludge treatment is approximately 550 dry metric tons. The percentages from the sources is roughly as follows:

Hailey: 38%  
Ketchum/SVWSD: 45%  
Bellevue: 15%  
Meadows: 2%

Aerobic digestion is used by Ketchum, Hailey and Bellevue which significantly reduces the pathogens by holding biosolids for 40 days at 20°C, or 60 days at 15°C. This also reduces the volatile solids (VS) fraction of the sludge or the degradable organics, and is one of the methods to reduce vector attraction (reduction of VS by 38 percent). The drying bed process provides a secondary method of achieving the vector reduction criteria (percent solids greater than 75 percent).

After drying in the beds, the end product appearance is similar to flakey dried silt from a mud puddle. The solids are removed from the drying beds annually and disposed on-site at the Ohio Gulch solid waste transfer station. Data from the last three years indicates the total solids content from the beds range from about 80 to 90 percent. The volatile solids content is about 60 percent. The current final disposal of the dried biosolids is on the landfill cover or combined with the woody waste debris. This final disposal method is not consistent with Blaine County's transfer station mission of serving non-municipal waste.

Septage haulers take pumped sewage sludge directly to four separate drying beds without treatment and will not be part of a composting system. The septage placed in the dedicated drying beds contains plastics and other debris. Due to the trash and other unknown constituents, these solids are not appropriate for composting and will require transfer to the Milner Butte landfill for final disposal.

### **Final Biosolids Treatment by Composting**

The purpose of this memorandum is to;

- confirm biosolids quantities received from each participating party to the drying beds (biosolids quantity and moisture content),
- determine the appropriate requirements for composting the biosolids to a Class B or Class A level at the Ohio Gulch solid waste transfer station or nearby location including:
  - moisture requirements
  - bulking agents (wood chips, etc.)
  - composting time
  - composting temperature
  - testing and documentation
- and provide estimates of composting quantities generated.

The final destination of the dried WWTP solids after being composted will be determined based upon end product quality (Class A or B) with the receiving parties determined by the composting contractor along with Blaine County. This memorandum will provide a summary of the solids quantities to be managed, and will develop a preliminary recommended standard

operating procedure for composting to meet both Federal 40 CFR, Part 503 regulations and State of Idaho requirements for final disposal of the municipal sludge solids.

Idaho DEQ is aware of the Ohio Gulch sludge drying bed system, and has interest in a composting option that would be used by the participating parties for final solids disposition. The composting operations may be led by one of the participating parties, or may be managed by a separate third party. This memorandum will not include input on this decision, but will provide assistance with solicitation of interest to third parties to implement a composting pilot system for the summer of 2020.

The scope of services for the biosolids disposal/reuse study is outlined in four Tasks.

1. Project Management
2. Data Collection
3. Composting Standard Operating Procedure and Estimated Costs
4. Summary and Next Steps

### **TASK 100: Project Management**

#### DESCRIPTION

- The ENGINEER will provide project management, coordination, and administrative activities through completion of deliverables.
- This task will include activities associated with management of the Project: general communication with the OWNER's project manager, oversight of Quality Control, monthly invoicing, and progress reporting.
- A kickoff meeting by telephone will serve as data gathering, drying bed review and an opportunity for the users to share ideas regarding the final solids disposal method.

#### ASSUMPTIONS

- Project duration is per the schedule outlined in this Scope of Services.
- The kickoff telephone call is in addition to the site visit performed by HDR, and is for data gathering. A formal kickoff telephone will be about two (2) hours duration. The telephone call will include individuals representing each community and the treatment plants contributing to the drying beds. Also attending will be Blaine County and Southern Idaho Solid Waste representatives and other interested parties invited by the users (composters for example). The group will assign a directing member for communication with the Engineer.
- HDR will include up to two (2) ENGINEER staff members for the kickoff telephone call.

#### DELIVERABLES

- Monthly progress reports and invoices.
- Notes from the kickoff telephone call, in .pdf format. Specifically the notes will include follow-up items for the OWNER so that information can be gathered pursuant to the schedule outlined below.

### **TASK 200: Data Collection**

#### DESCRIPTION

- The drying bed number and surface area will be measured to determine holding volumes. The current drying bed operation will be summarized.



- The data collected from each of the participating entities will be analyzed to characterize the incoming drying content, i.e. quantity and characteristics.
- The biological solids (sludge) from each source will be described, including sludge quantity and quality including dewatering or moisture content.
- The future biosolids quantity will be provided by each participating entity (estimated based on population growth projections) using a 20 year planning period (2020 – 2040). The adequacy of the drying beds for future sludge drying and composting will be determined.
- Past dried sludge quantities and analytical data from the drying beds will be summarized with future quantity projections.

#### ASSUMPTIONS

- OWNERS will provide the ENGINEER with sludge data, treatment process information and hauled quantities to the drying beds. OWNERS will also provide future sludge projections for the 20-year planning period.
- Drying Bed management OWNERS (Ketchum/SVWSD and Hailey) will provide information on drying bed operation, regulatory reporting, and analytical data.

#### DELIVERABLES

- A summary of the collected information will be forwarded for each contributor to check for accuracy (in .pdf format).

### **TASK 300: Composting Standard Operating Procedure and Estimated Costs**

#### DESCRIPTION

- The methods for sludge stabilization are fully described in the Federal Register under 40 CFR, Part 503. The regulations describe requirements and options for pathogen reduction and vector attraction reduction. The level of pathogen reduction divides sludge into Class A and Class B. Class type of biosolids drives use and disposal options. The Idaho requirements for solid waste handling, specifically municipal biosolids, are summarized by the State of Idaho in the IDEQ Processing (Composting) Facility Guidance and Checklists for Tier II and Tier III Processing Facilities.
- A condensed version of the criteria will be summarized to provide background information for final disposal options selection in Task 300.
- A draft Composting Standard Operating Procedure will provide the design basis for composting, a description of the recommended composting facility components, and a summary of the standard operating procedures for the composting operation.
- Capital cost and operating costs will be developed for the composting operation. Final disposition of the composted material will not be included in the summary.
- A telephone conference call will be held to discuss the draft memorandum: the sludge quantities/quality information, regulatory background, standard operating procedure and estimated costs. The telephone conference will also discuss next steps.

#### ASSUMPTIONS

- The regulatory background presented in the report will be restricted to Federal 40 CFR, Part 503 regulations and State of Idaho requirement for composting in the Ohio Gulch sludge drying beds or at an alternative location in close proximity to the Ohio Gulch waste transfer station.

- Preliminary SOP's by local composting operations will be shared.
- OWNERS will participate in a conference call discussion of the DRAFT Standard Operating Procedure.
- Conceptual level capital and O&M costs for the composting operation will be prepared. The capital cost estimate will be Class 4 in accordance with AACE Practice No. 17-97R (+40/-20% range of accuracy).
- OWNERS will review the draft Standard Operating Procedure, provide written consolidated comments, and participate in the review conference call.

#### DELIVERABLES

- Draft memorandum that provides a summary of the regulatory requirements, a description of the recommended Standard Operating Procedure for composting, and a summary of the estimated capital and operation and maintenance costs for the facility (.pdf format).

#### **TASK 400: Summary and Next Steps**

##### DESCRIPTION

- Based upon the meeting results from Task 300, the recommended composting Operating Procedure will be described and conceptually detailed. A “next steps” or implementation schedule will be developed based upon communication with the OWNERS, the public, and DEQ. This will include any further study (such as a piloting program), design of infrastructure needs, or further development of composting costs.

##### ASSUMPTIONS

- A draft copy of the memorandum will be distributed to the users for comment. The assigned lead from the users group (City of Hailey) will consolidate comments and provide to the ENGINEER for the preparation of the FINAL preliminary design memorandum.
- The FINAL memorandum can then be submitted to IDEQ by the user group. It has been assumed that IDEQ comments, if any, will be minor and no meeting is required. We have assumed 1 hour of ENGINEERING time for communication with IDEQ on the memorandum content.

##### DELIVERABLES

- Final Ohio Gulch sludge composting memorandum (.pdf format), sealed and suitable for submission to IDEQ.
- Assistance in preparation of a solicitation document for contracting with a third party to operate a biosolids pilot composting program for summer/fall 2020.

#### **COMPENSATION**

We have assumed one of the main users (Ketchum, Hailey or Blaine County) will become the single contracting agent with HDR. Consultant's total compensation for services provided pursuant to this agreement, including labor and overhead costs and expenses shall not exceed \$12,240 without written authorization by the contracting agent.

Consultant shall invoice monthly for Consultant’s services. Invoices shall itemize costs incurred for each task identified in the scope of work. The amounts in each task shall be allowed to shift between tasks up to the not-to-exceed amount.

<b>Task</b>	<b>Description</b>	<b>Total Cost</b>
100	Project Management	\$2,360
200	Data Collection	\$1,060
300	Composting Standard Operating Procedure and Estimated Costs	\$7,720
400	Summary and Next Steps	\$1,100
TOTAL		\$12,240

## ANTICIPATED SCHEDULE

The project schedule assumes the following milestones timeline for study completion. This schedule can be accelerated if desired.

<b>Activity or Milestone</b>	<b>Date</b>
Notice-to-Proceed (NTP)	April 6, 2020
Task 200 – Data Collection Complete	April 24, 2020
Task 300 – Composting Standard Operating Procedure and Estimated Costs Complete	May 15, 2020
Task 400 – Summary and Next Steps	May 29, 2020

The above schedule will be adjusted based on the actual day the NTP is issued and/or if the OWNER requests additional review time. An additional 30 days has been added to the overall contract period in the Task Order to allow for project closeout activities.



## City of Ketchum

May 4, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Retroactively Approve Agreement 20468 Between the City of Ketchum and Fred Hutchinson Cancer Research Center**

#### Recommendation and Summary

Staff is recommending the council retroactively approve Agreement 20468 and adopt the following motion:

**I move to retroactively approve Agreement 20468**

The reasons for the recommendation are as follows:

- This Agreement was required by Fred Hutchinson Cancer Research Center in order to proceed with the antibody testing in Ketchum
- Under the Emergency Powers Ordinance, the Mayor approved the Agreement and is now seeking Council ratification

#### Introduction and History

As part of the COVID-19 antibody study occurring in Ketchum and coordinated by Fire Chief McLaughlin, Fred Hutchinson Cancer Research Center requested Agreement 20468 be approved by the City of Ketchum. The Agreement sets forth the general terms and conditions, protocols and assurances for the study.

In order to expedite the approvals for the study, the Mayor signed the Agreement under the terms granted to in the Emergency Powers Ordinance. The Council is being asked to ratify the approval.

#### Sustainability

There are no impacts to sustainability resulting from this action.

#### Financial Impact

There is no financial impact resulting from this action.

Attachment:

Participating Site Agreement 20468

## Participating Site Agreement

### COVID 19 Antibody Seroepidemiology Study in Blaine County, Idaho (“Study”)

This Agreement is entered into this 27<sup>th</sup> day of April, 2020, between Fred Hutchinson Cancer Research Center and the institution referenced below that has been selected to act as a participating site in the performance of the above-referenced Study (referred to herein individually as “Party” and collectively as “Parties”).

**Coordinating Center (“Fred Hutch”)**  
Fred Hutchinson Cancer Research Center  
1100 Fairview Avenue North  
Seattle, WA 98109-1024  
Seattle, WA 98109-1024

**Participating Site (“Institution”)**  
City of Ketchum  
POB 2315, 480 East Avenue  
Ketchum, Idaho 83340

#### **Fred Hutch Principal Investigator**

Larry Corey, M.D.  
Full Member  
Vaccine and Infectious Diseases Division  
(206) 667-6770  
[lcorey@fredhutch.org](mailto:lcorey@fredhutch.org)

#### **Institution Principal Investigator**

Bill McLaughlin  
Fire Chief, City of Ketchum  
480 East Avenue

[bmclaughlin@ketchumidaho.org](mailto:bmclaughlin@ketchumidaho.org)

### **General Terms and Conditions:**

The parties agree as follows:

1. **Study Performance.** Fred Hutch is the coordinating center for the above-referenced research study (“Study”). Institution agrees to collaborate with Fred Hutch and to act as a performance site for the Study in accordance with the terms of the Study protocol (“Protocol”) (attached hereto and incorporated herein by reference as **Exhibit 1**). Fred Hutch may amend the Protocol from time to time during the term of the Study, and a copy of such approved amendments will be promptly provided in writing by the Fred Hutch Principal Investigator to the Institution Principal Investigator and such amended Protocol shall be deemed incorporated by reference. The Fred Hutch Principal Investigator shall be Dr. Larry Corey and the Institution Principal Investigator shall be Mr. Bill McLaughlin. Institution, on its own behalf and on behalf of the Institution Principal Investigator and all other Study team members under her supervision, agrees to conduct the Study in accordance with the Protocol, good clinical practice guidelines and applicable statutes, rules and regulations. By signing this Agreement, Institution agrees to the Special Terms in **Exhibit 2** to this Agreement and certifies compliance with the assurances in **Exhibit 3** to this Agreement. If Institution discovers at any time during the term of this Agreement that any one or more of these assurances is not true and correct, Institution agrees to promptly notify Fred Hutch.

2. **Institution Principal Investigator.** The Institution Principal Investigator for the Protocol shall be responsible for Institution’s performance of the Study and for supervising any individuals performing the Study

on behalf of Institution. Institution Principal Investigator assures Fred Hutch that all individuals performing the Study on behalf of Institution are duly qualified and licensed to perform the Study procedures under the terms of the Protocol.

3. Payment. Institution will not receive payment for its participation in the Study.

4. IRB. Institution acknowledges and agrees the Fred Hutch Institutional Review Board (“IRB”) will review and approve Institution’s participation in the Study; that Institution Principal Investigator will execute (on his own behalf and on behalf of all research study team members under his direct supervision and control) an Individual Investigator Agreement reflecting the oversight of the Study by the Fred Hutch IRB; and, that Institution will not enroll any participants in the Study until it has received approval from the Fred Hutch IRB. Institution and all Institution officers, agents, employees and contractors (“Institution Study Team”) will comply with all applicable laws and regulations governing the conduct of human subjects research in the conduct of the Study.

5. Term and Termination. This Agreement will be effective on the date of the last signature by an authorized representative of both parties (“Effective Date”). This Agreement will terminate

- a) at the conclusion of the Study;
- b) on thirty (30) days written notice from either Party with or without cause; or
- c) immediately upon notice from Institution to Fred Hutch if one or more of the assurances in **Exhibit 3** is or becomes not true and correct.

6. Liability and Insurance. Each Party shall be responsible for its own acts or omissions and for those of its employees and agents to the extent permitted by applicable laws. Each Party agrees to maintain appropriate levels of comprehensive general liability and professional liability insurance or an appropriate self-insurance program for itself and its officers, employees, agents and contractors working on the Study and will provide the other party with written evidence of its insurance upon request.

7. Miscellaneous. The relationship of Fred Hutch to Institution is one of independent contractors, and neither party is the employee, agent, representative, partner or joint venture partner of the other party by virtue of this Agreement, nor shall either party have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by virtue of this Agreement. All notices, requests or other communications relating to this Agreement shall be given in writing and a) personally delivered, b) sent by fax or other electronic means, or c) sent by United States mail or express courier to the contacts listed on **Exhibit 3**.

FRED HUTCHINSON CANCER  
RESEARCH CENTER

By *Gemmae J Sands*  
Its DEPUTY GENERAL COUNSEL  
Dated: 4/25/2020

INSTITUTION

By *Neil Bradshaw*  
Neil Bradshaw, Mayor  
Dated: April 24, 2020

## Exhibit 1

### Protocol

Researchers at the Albany College of Pharmacy and Health Services (Colleen McLaughlin, PI) are collaborating with Larry Corey's Lab at the Fred Hutch to sample blood from citizens of Blaine County, Idaho. Blaine County has one of the highest infection rates of COVID-19 in the country (18.1 cases per 1000 people, as of 4/6/2020). Blaine County elected officials and government employees have launched an initiative to collect blood samples from volunteer residents of Blaine County to test for the presence of antibodies to the SARS-CoV-2.

Participants will receive a link via email to the RedCap database by research staff at the Albany College of Pharmacy and Health Services (ACPHS) in Albany, NY. Both researchers from Albany College and lab staff from Larry Corey's lab at the Fred Hutch will have access and editing privileges to the database. A security statement about the database which was created by ACPHS is included in the submission.

Participants will read a consent statement hosted on the RedCap website and agree to their participation prior to completing a short intake form. A copy of the consent statement will be offered to the participant in the form of a pdf after they click the button to agree to participate. The intake form asks participants to report their basic demographics, potential sources of coronavirus exposure, history of coronavirus symptoms, and relevant clinical/risk factor data (survey included in submission). Collection of demographic and symptom data will allow Blaine County to better understand the infection rate and how to respond to the SARS-CoV-2 infection.

Upon completion of the survey, participants will be provided with an email that contains a unique study identifier to verify their participation at drive thru blood draw tents staffed by Blaine County employees (Bill McLaughlin, Fire Chief/PI – see separate Participating Site Application). Information regarding the time and location for the single blood draw of 10 mL (about 2 tsp) will also be provided to participants in this email. Participants will designate a password to retrieve their antibody test results from a RedCap database in the future. If participants forget their password, ACPHS staff can be contacted to help them retrieve it.

Participants will report to the designated location for blood collection where Blaine County staff will verify the Study ID # and email address entered into the RedCap database. Blood will be collected according to standard collection procedures, and collection tubes will be labeled with the participants unique study identifier and date of collection before being sent via overnight FedEx to Fred Hutch where lab staff will complete serology for SARSCoV-2 antibody testing. Participant results will be entered into the secure RedCap database. Following entry of lab results, RedCap will be used to send participants an email indicating that their results are available to view. Participants will be prompted to login to the RedCap database using the credentials they previously specified to access their serology results. All results will be accompanied by language to inform the participants that the presence of antibodies to coronavirus may not be a marker of protection to COVID-19, and that participants should continue to adhere to all precautions prescribed by their local, state, and federal health officials to protect themselves against contracting COVID-19 in their community. This is also stated repeatedly in the consent statement.

Participants who forget their password may contact ACPHS investigators, who will verify their identify and allow them to set a new password to retrieve their results. Contact information will be listed on the RedCap website for participants' reference.

## Exhibit 2

### Special Terms and Conditions

The following terms and conditions apply to this Agreement:

1. Confidentiality; Use of Study Data. Institution agrees to maintain the confidentiality of all Confidential Information and to use such information only for conducting the Study. "Confidential Information" means the Protocol, data collected from, or in relation to Study participants, data generated in the course of the Study, and any additional information related to the Study that is identified by Fred Hutch as confidential. Confidential Information does not include information which a) is or later becomes available to the public through no fault of Institution; b) is independently known by Institution prior to its receipt from Fred Hutch as shown by Institution's written records; or c) is obtained without an obligation of confidentiality from a third party who had the legal right to disclose the information to Institution. Institution may also disclose Confidential Information if required to do so by subpoena or other legal process and will provide to Fred Hutch prompt written notice of any such request or demand. Fred Hutch will use the data from the Study for any lawful purpose subject to applicable laws and regulations.

2. Inventions. Ownership of all inventions, improvements or discoveries which are conceived, reduced to practice, or developed in connection with or the performance of the Study and any patent rights related thereto ("Invention") shall be determined in accordance with United States patent laws. Institution will promptly notify Fred Hutch in writing of any Invention made by it or its employees or agents. Part 401 of Title 37 of the Code of Federal Regulations entitled "Right to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any further implemented regulations issued by the United States Department of Health and Human Services are made a part hereof by reference and Institution shall comply with the applicable provisions thereof.

3. Publications. Institution or its employees may publish the results from its participation in the Study. Institution shall submit a copy of any proposed publication or presentation by Institution personnel to Fred Hutch at least forty-five (45) days before submission of such proposed publication or presentation. During that time, Fred Hutch shall have the right to a) review the material for Confidential Information provided to Institution, and b) assess the patentability of any invention described in the proposed publication or presentation. If Fred Hutch decides that a patent application should be filed, the publication or presentation may be delayed an additional thirty (30) days or until a patent application is filed, whichever is sooner. The parties agree to give each other appropriate recognition for their respective scientific or financial contribution to the Study in any publication or presentation. Neither Institution nor Fred Hutch will use the other's name or the names of any of the other's employees or professional staff, in any publicity or advertising or for any other commercial purpose without prior written approval.



### Exhibit 3 - Assurances

Institution certifies that the following assurances are true and correct to the best of its knowledge:

**Human Subjects:** Institution shall safeguard the rights and welfare of human subjects involved in sponsored research projects in accordance with Department of Health and Human Services (DHHS) regulations set forth at 45 C.F.R. Part 46 and FDA regulations set forth at 21 C.F.R. Parts 50, 56 and 312.

**Conflict of Interest:** Institution certifies that it has in place policies and procedures to implement financial conflicts of interest requirements under applicable law (45 C.F.R. Part 50, Subpart F) and that it will ensure that anyone responsible for the design, conduct or reporting of the research carried out in this Study discloses to Institution any significant financial interests and that any financial conflict of interest is managed, reduced or eliminated in accordance with Institution's Financial Conflict of Interest Policy that is as or more rigorous than that required under 45 C.F.R. Part 50, Subpart F.

**Research Misconduct:** Institution shall inquire into and, if necessary, investigate and resolve promptly and fairly all instances of alleged or apparent research misconduct and shall establish administrative policies and procedures that comply with 42 C.F.R. Part 50, Subpart A.

**Debarment, Suspension and Other Sanctions:** (A) Institution hereby certifies that it has never been debarred under the Generic Drug Enforcement Act of 1992, 21 U.S.C. Sec. 335a(a) or (b), or sanctioned by a Federal Health Care Program (as defined in 42 U.S.C. § 1320 a-7b(f)), including, but not limited to, the federal Medicare or a state Medicaid program, or debarred, suspended, or excluded from any Federal agency or program. If, during the term of this Agreement, Institution (i) becomes debarred, suspended, excluded, or otherwise sanctioned, or (ii) receives notice of an action or threat of an action with respect to any such debarment, suspension, exclusion, or sanction, Institution agrees to immediately notify Fred Hutch. INSTITUTION also agrees that if it becomes debarred, suspended, excluded, or otherwise sanctioned, it shall immediately cease all activities relating to this Agreement.

(B) If INSTITUTION becomes debarred, suspended, excluded, or otherwise sanctioned, this Agreement shall automatically terminate, without any further action or notice by either party. If FHCRC receives notice from INSTITUTION or otherwise becomes aware that (i) a debarment, suspension, exclusion, or other sanction action has been brought against INSTITUTION, or (ii) INSTITUTION has been threatened with a debarment, suspension, exclusion, or sanction, then either shall have the right to terminate this Agreement immediately.

(C) INSTITUTION hereby certifies that it has not and will not knowingly use in any capacity the services of any Subcontractor, individual, corporation, partnership or association which has been debarred under 21 U.S.C. Sec. 335a(a) or (b), or listed in the DHHS/OIG Cumulative Sanctions Report or the General Service Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs. If INSTITUTION becomes aware of the debarment, suspension, exclusion, or sanction, or threatened debarment, suspension, exclusion, or sanction of any individual, corporation, partnership or association providing services to INSTITUTION that directly or indirectly relate to the activities under this Agreement, INSTITUTION shall notify FHCRC immediately. Upon the receipt of notice by FHCRC, or if FHCRC otherwise becomes aware of such debarment, suspension, exclusion, or sanction, or threatened debarment, suspension, exclusion, or sanction, either shall have the right to terminate this Agreement immediately.

## Exhibit 4

### Contacts

#### Fred Hutch Contact

Rachael McClennen  
Director, Regulatory Affairs, HVTN  
Fred Hutchinson Cancer Research Center  
1100 Fairview Avenue North M/S E3-300  
Seattle, WA 98109-1024  
Email: [rmcclenn@fredhutch.org](mailto:rmcclenn@fredhutch.org)

#### Institution Contact

Bill McLaughlin, Fire Chief  
POB 2315, 480 East Avenue  
Ketchum, ID 83340  
[bmclaughlin@ketchumidaho.org](mailto:bmclaughlin@ketchumidaho.org)

with a copy to

Suzanne Frick  
City Administrator  
POB 2315  
Ketchum, ID 83340  
[sfrick@ketchumidaho.org](mailto:sfrick@ketchumidaho.org)

or

Grant Gager  
Director of Finance and Internal Services  
POB 2315, 480 East Avenue  
Ketchum, ID 83340  
[ggager@ketchumidaho.org](mailto:ggager@ketchumidaho.org)



## City of Ketchum

May 4, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Extend Ketchum Public Health Emergency Order 20-02 To May 29, 2020**

#### Recommendation and Summary

The Mayor is recommending the council extend Ketchum Public Health Emergency Order 20-02 until May 29, 2020 and adopt the following motion:

**I move to extend Ketchum Public Health Emergency Order 20-02 until May 29, 2020.**

The reasons for the recommendation are as follows:

- The Governor has established Guidelines for Opening Up Idaho that identify stages for resuming businesses and other activities
- Maintaining the standards for construction and the limitations on hotels and short-term rentals is consistent with the opening stages identified by the Governor

#### Introduction and History

Blaine County experienced one of the highest rates of COVID-19 community spread in Idaho, which necessitated adoption of more restrictive health measures in Blaine County. Because of the measures in place, the volume of COVID-19 positive tests is manageable. The Governor has created Guidelines for Opening Up Idaho that identify incremental stages for opening up businesses and activities (Attachment A). Throughout the month of May, some businesses may resume provided certain protocols are followed.

#### Analysis

Currently the Ketchum Emergency Health Order is in effect until such time as there is no longer a state health order in effect. The Governor has indicated that state health orders will continue to be used for implementation of the different stages for business resumption. Based on this information, the Mayor is recommending the Ketchum Order remain in effect until the end of Stage 2, which is May 29, 2020. After that, the city will rely on the state orders. Throughout the month of May, the city will be monitoring COVID-19 cases in Blaine County. If there is a surge in cases, the Council can take action to strengthen local restrictions.

#### Sustainability

The recommendation does not impact the City's sustainability goals.

#### Financial Impact

The recommendation does not have a financial impact.

#### Attachments:

Stay at Home Order and Guidelines for Opening Up Idaho  
Amended Ketchum Health Order 20-02



**STAGE 1**  
After all criteria are met  
May 1 – May 15\*\*\*

**STATE OF IDAHO  
IDAHO DEPARTMENT OF HEALTH AND WELFARE  
STAY HEALTHY ORDER**

**May 1, 2020**

BUSINESSES AND GOVERNMENTAL AGENCIES MAY RESUME OPERATIONS AT PHYSICAL LOCATIONS IN THE STATE OF IDAHO EXCEPT FOR THOSE BUSINESSES IDENTIFIED IN THIS ORDER.

ALL BUSINESSES MUST ADHERE TO THE SOCIAL DISTANCING AND SANITATION REQUIREMENTS DESCRIBED IN SECTION 7 OF THIS ORDER.

CERTAIN INDIVIDUALS ENTERING IDAHO MUST SELF-QUARANTINE FOR 14 DAYS.

VULNERABLE INDIVIDUALS LIVING IN THE STATE OF IDAHO ARE STRONGLY ENCOURAGED TO STAY HOME AND LIMIT THEIR MOVEMENT OUTSIDE OF THEIR PLACE OF RESIDENCE.

GATHERINGS, BOTH PUBLIC AND PRIVATE, SHOULD BE AVOIDED.

NON-ESSENTIAL TRAVEL SHOULD BE AVOIDED OR MINIMIZED.

**Pursuant to Article IV, § 5 of the Idaho Constitution and Idaho Code §§ 46-601 and 46-1008, the Governor issues this Order with the Director of the Idaho Department of Health and Welfare (“the Director”).**

**The Director of the Idaho Department of Health and Welfare is authorized by Idaho Code § 56-1003(7) “to impose and enforce orders of isolation and quarantine to protect the public from the spread of infectious or communicable diseases.”**

**This Order is effective as of 12:00 a.m. May 1, 2020 and will continue to be in effect until it is extended, rescinded, superseded, or amended in writing by the Governor and Director.**

**UNDER THE AUTHORITY OF ARTICLE IV, § 5 OF THE IDAHO CONSTITUTION AND IDAHO CODE §§ 46-501, 46-1008, AND 56-1003(7) THE GOVERNOR OF IDAHO AND IDAHO DEPARTMENT OF HEALTH AND WELFARE DIRECTOR FIND AND ORDER:**

1. The virus that causes Coronavirus 2019 Disease (“COVID-19”) is easily transmitted, especially in group settings, and it is essential that the spread of the virus be slowed to safeguard public health and safety and protect the ability of public and private healthcare providers to handle the influx of new patients. This Order and the Governor’s Guidelines for Opening Up Idaho are based on evidence of a reduction of severe cases of COVID-19 within the State of Idaho; as well as, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically, and evidence that the age, condition, and health of a significant portion of the population of the state places its citizens at risk for serious health complications, including death, from COVID-19.

Due to the outbreak of the COVID-19 virus, which the Centers for Disease Control and Prevention (“CDC”) considers a serious public health threat, there is a public health emergency throughout the State of Idaho. Making the problem worse, some individuals who contract the COVID-19 virus have no symptoms or have mild symptoms, which means they may not be aware they carry the virus. Because even people without symptoms can transmit the disease, and because evidence shows the disease is easily spread, gatherings can result in transmission of the virus. At present, travel is a commonly known source of COVID-19 infections in Idaho. All fifty states and the District of Columbia have reported cases and declared states of emergency. Now, COVID-19 clusters with substantial community spread have developed across the United States, including in Idaho and neighboring states. Blaine County has the highest per-capita number of cases in the state and COVID-19 is believed to have been introduced into the county by a traveler or travelers visiting Idaho from out of state.

The scientific evidence shows that at this stage of the emergency, it is essential to slow virus transmission as much as possible to protect the most vulnerable and to prevent the healthcare system from being overwhelmed. This Order helps preserve critical and limited healthcare capacity in the State of Idaho. Opening certain business activities in stages reduces the risk of spread of COVID-19 to Idaho citizens, including Idaho’s most vulnerable population. In consultation with state and federal epidemiologists and healthcare experts, this staged approach is intended to preserve capacity in our healthcare system by opening businesses that are most able to maintain social distancing and minimize the number of contacts among individuals.

2. All vulnerable individuals in Idaho should continue to self-isolate. Because of the risk of the rapid spread of the virus, and the need to protect all citizens of the State of Idaho, this Order requests all vulnerable individuals anywhere in Idaho to stay at home. Members of households with vulnerable residents should be aware that by returning to work or other environments where distancing is not always possible, they could carry the virus back home. Precautions should be taken to protect and isolate from vulnerable residents.

Vulnerable individuals are people who are at higher risk for severe illness as defined by the CDC, incorporated into this Order by reference and located at <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html>

3. The following businesses within the State of Idaho are required to remain closed except to perform Minimum Basic Operations, as defined in Section 6:
  - a. Bars and nightclubs;
  - b. Restaurant dining rooms (takeout and delivery continue to be allowed);
  - c. Indoor gyms and recreation facilities;
  - d. Close contact services (e.g. hair salons, nail salons, massage parlors, cosmetic, etc.);
  - e. Large venues (e.g. movie theatres, concert venues, sporting venues, etc.).
4. Gatherings, both public and private, should be avoided.
5. Statewide directive for individuals arriving in Idaho from another state or country to self-quarantine.
  - a. Persons entering the state of Idaho are required to self-quarantine for 14 days. If an individual will be present in Idaho for fewer than 14 days, that individual must self-quarantine for the duration of their visit. For purposes of clarity, this directive does not apply to persons performing an Essential Purpose or persons who as part of their normal life live in one state and travel to another state for an Essential Purpose.
  - b. **“Essential Purpose”** is interpreted broadly and includes travel required for personal safety; to obtain food, beverage or medicine; for medical care; pursuant to a lawful permit, license, court order, or rule; to care for others; and to perform work, services or functions deemed critical to public health and safety, as well as economic and national security. Travel into the state of Idaho for recreation is not an Essential Purpose.
  - c. Any individual required by this directive to self-quarantine shall be responsible for any and all costs associated with the requirement to self-quarantine, including transportation, lodging, food, and medical care.
  - d. Persons who have tested positive for COVID-19, are presumptively diagnosed with COVID-19, or are exhibiting symptoms identified in the CDC’s screening guidance shall not enter the state of Idaho unless doing so under medical orders for the purposes of medical care, are being transported by emergency personnel, are being



driven directly to a medical provider for purposes of medical care, or are a resident of the state of Idaho.

6. For the purposes of this Order, “**Minimum Basic Operations**” include the following, provided that employees comply with Social Distancing and Sanitation Requirements as defined in this Section, to the extent possible, while carrying out such operations:
  - i. The minimum necessary activities to maintain the value of the business’s inventory, ensure security, process payroll and employee benefits, or for related functions.
  - ii. The minimum necessary activities to facilitate employees of the business being able to continue to work remotely from their residences.
  - iii. The minimum necessary activities to prepare the business to reopen at such time as deemed appropriate, including but not limited to, sanitization, obtaining personal protective equipment, and setting up procedures to ensure compliance with Social Distancing and Sanitation Requirements.
  
7. “**Social Distancing and Sanitation Requirements**”
  - a. Individuals shall maintain at least six-foot physical distancing from other individuals whenever possible.
  - b. Individuals should:
    - i. Wash hands with soap and water for at least twenty seconds as frequently as possible or use hand sanitizer;
    - ii. Cover coughs or sneezes (into the sleeve or elbow, not hands);
    - iii. Regularly clean high-touch surfaces, and not shaking hands;
    - iv. Stay home if sick; and
    - v. Are strongly encouraged to use face coverings while in public.
  - c. Employers shall:
    - i. Develop and implement measures to ensure employees and customers are maintaining at least six-foot physical distancing from other individuals whenever possible;
    - ii. Provide adequate sanitation and personal hygiene for employees, vendors, and patrons;

- iii. Frequently disinfect commonly touched and high-traffic areas and regularly clean those areas.

d. Employers should:

- i. Identify how personal use items such as masks, face coverings, and gloves may be required by employees, vendors, and/or patrons;
  - ii. Provide services while limiting close interactions with patrons;
  - iii. Identify strategies for addressing ill employees, which should include requiring COVID-19 positive employees to stay at home while infectious, and may include keeping employees who were directly exposed to the COVID-19 positive employee away from the workplace, and the closure of the business until the location can be properly disinfected;
  - iv. On a case-by-case basis, include other practices appropriate for specific types of businesses such as screening of employees for illness and exposures upon work entry, requiring non-cash transactions, etc.;
  - v. Implement additional protocols established in the Governor’s Guidelines for Opening up Idaho and the business-specific protocols published at <https://rebound.idaho.gov/>.
8. The violation of any mandatory provision of this Order constitutes an imminent threat to public health. Violation of or failure to comply with this Order may constitute a misdemeanor punishable by fine, imprisonment, or both pursuant to Idaho Code § 56-1003(7)(c). The Governor and Director requests that the Sheriffs and Chiefs of Police in the State of Idaho, and Idaho State Police ensure compliance with and enforce this Order.
9. This Order shall become effective as of May 1, 2020 and will continue to be in effect until it is extended, rescinded, superseded, or amended in writing by the Governor and Director.
10. The Stay-Home Order dated March 25, 2020 and subsequently extended is hereby rescinded.
11. To decrease the spread of COVID-19, the cities, counties, and public health districts of the State of Idaho may enact more stringent public health orders than those set out in this Order.
12. Each county and each city must promptly provide copies of the Order as follows: (1) by posting the Order on its website, (2) by posting the Order at each county courthouse and each city hall, and (3) by providing a copy to any member of the public requesting it. The Order will also be posted on the website of the Department of Health and Welfare.



13. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

**IT IS SO ORDERED:**

\_\_\_\_\_  
BRAD LITTLE, GOVERNOR  
STATE OF IDAHO

Dated: April 30, 2020

\_\_\_\_\_  
DAVE JEPPESEN, DIRECTOR  
IDAHO DEPARTMENT OF HEALTH  
AND WELFARE

Dated: April 30, 2020

13. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

**IT IS SO ORDERED:**



BRAD LITTLE, GOVERNOR  
STATE OF IDAHO

Dated: April 30, 2020



DAVE JEPPESEN, DIRECTOR  
IDAHO DEPARTMENT OF HEALTH  
AND WELFARE

Dated: April 30, 2020



# GUIDELINES FOR OPENING UP IDAHO

Governor Brad Little, with the help of the Department of Health and Welfare and guidance issued by President Donald Trump and the Centers for Disease Control and Prevention, has established a data-driven approach to opening up Idaho's economy. This approach reduces the risk of COVID-19 to Idaho's most vulnerable population and preserves capacity in our healthcare system, while opening up businesses safely. From an economic standpoint, Idaho's rebound from COVID-19 starts with employee and consumer confidence, which leads into business stability and growth and eventually promotion and attraction.

# MEETING IDAHO CRITERIA MEANS ADVANCING TO A STAGED APPROACH

All criteria below must be met before Idaho advances to the next stage of reopening. The Idaho Division of Public Health and the Governor's Coronavirus Working Group will review the criteria every two weeks to assess if criteria are met, or continue to be met, so Idaho can move to the next stage. **To advance to the next stage, all criteria must be met. If the criteria indicates trends are beginning to move the wrong direction, or there is evidence that a stage has adversely impacted rates, stages may have to be extended or reversed.** Dates shown in the document are estimated timelines only.

## IDAHO CRITERIA

### SYNDROMIC

Downward trend or low numbers of COVID-19-like illness patient visits as tracked by Emergency Departments within a 14-day period

**MEASURED BY:** NSSP (Idaho's syndromic tracking system). Displayed on website as "Number of Emergency Department Visits for COVID-Like Illness."

**METRIC:** Downward trend over most recent reported 14-day period, OR less than 20 visits/day on average over same 14-day period

AND

Downward trend or very low numbers of patients with COVID-19-like illness admitted from Emergency Departments within a 14-day period

**MEASURED BY:** NSSP (Idaho's syndromic tracking system). Displayed on website as "Number of emergency Department Patients with COVID-like Illness Symptoms Admitted to the Hospital."

**METRIC:** Downward trend over most recent reported 14-day period, OR less than 2 patients/day on average over same 14-day period

### EPIDEMIOLOGIC

Downward trend or low levels of documented COVID-19 cases reported within a 14-day period

**MEASURED BY:** NBS (Idaho's integrated disease reporting system). Displayed on the website as "COVID-19 by Date Reported."

**METRIC:** Downward trend over most recent reported 14-day period, OR less than 20 patients per day on average reported statewide over the same 14-day period

OR

Downward trend of positive COVID-19 PCR tests as a percent of total tests within a 14-day period (including flat or increasing volume of tests)

**MEASURED BY:** NBS (Idaho's integrated disease reporting system). Will be displayed on the website

**METRIC:** Downward trend over most recent reported 14-day period, OR less than 5 percent laboratory PCR positivity on average over same 14-day period

### HEALTHCARE

Treat all patients without needing to use crisis standards of care

**MEASURED BY:** Governor's Order for Crisis Standards of Care in place; reports from hospitals

AND

Available ventilators, intensive care unit beds, and personal protective equipment (PPE) to safely care for additional COVID-19 patients in hospitals

**MEASURED BY:** Idaho Resource Tracking System (IRTS) (through the Division of Public Health) and displayed on the website

**METRIC:** At least 50 available (unused) ventilators, 50 ICU beds, and available 10-day supply of N95 masks, surgical masks, face shields, gowns, and gloves

AND

Robust COVID-19 testing program in place for at-risk healthcare workers

**MEASURED BY:** NBS (Idaho's integrated disease reporting system). Numbers of reported cases among healthcare workers; will be displayed on the website

**METRIC:** Downward trend over most recent reported 14-day period, OR less than 2 healthcare workers reported/day on average over same 14-day period



## STRATEGIES, RESPONSIBILITIES, AND CAPABILITIES NEEDED

The State of Idaho must remain focused on achieving the following core preparedness responsibilities.

### TESTING AND CONTACT TRACING:

- Ability to quickly set up safe and efficient screening and testing sites for symptomatic individuals, including those with mild symptoms
- Contact tracing in place for all COVID-19 positive results
- Screening and testing locations in all regions of the state in place that serve older individuals, rural and lower income populations, and racial and ethnic minorities, such as Native Americans and Hispanics

### PLANS AND STRATEGIES:

- State and local preparedness plans are in place including surge plans
- Crisis Standards of Care Plan established
- Long-Term Care Task Force operational to support long-term care facilities
- Testing strategy developed
- Contact tracing strategy developed

### HEALTHCARE SYSTEM CAPACITY:

- Ability to quickly supply sufficient PPE, medications, and critical medical equipment to handle dramatic surge if needed
- Ability to quickly test symptomatic healthcare workers
- Ability to surge intensive care unit capacity

# STAGED OPENING (AFTER IDAHO CRITERIA IS MET)

Until we have targeted, case-based interventions for each infectious person, an effective vaccine, or effective treatment, we must maintain some level of community interventions to slow the spread of COVID-19. This includes heightened protections for the health and safety of workers in critical industries, people living and working in high-risk facilities (e.g. senior care facilities), and all other employees.

All Idahoans have a responsibility to protect themselves and others. Each stage, while allowing for additional businesses and practices to open and loosen, is grounded in the following basic practices for individuals and businesses:

## PROTOCOLS

### ALL STAGES – INDIVIDUALS SHOULD CONTINUE TO:

- Engage in physical distancing of at least six feet
- Wear face coverings in public places
- Stay home if sick
- Practice good hand hygiene
- Cover coughs and sneezes
- Disinfect surfaces and objects regularly

### ADDITIONAL PROTOCOLS WILL BE PROVIDED FOR EACH STAGE.

### ALL STAGES – EMPLOYERS SHOULD CONTINUE TO:

- Maintain the six-foot physical distancing requirements for employees and patrons
- Provide adequate sanitation and personal hygiene for employees, vendors, and patrons
- Ensure frequent disinfection of the business as well as regular cleaning, especially of high-touch surfaces
- Identify how personal use items such as masks, face coverings, and gloves may be required by employees, vendors, and/or patrons
- Provide services while limiting close interactions with patrons
- Identify strategies for addressing ill employees, which should include requiring COVID-19 positive employees to stay at home while infectious, and may include keeping employees who were directly exposed to the COVID-19 positive employee away from the workplace, and the closure of the business until the location can be properly disinfected
- On a case-by-case basis, include other practices appropriate for specific types of businesses such as screening of employees for illness and exposures upon work entry, requiring non-cash transactions, etc.



## CURRENT STAGE

existing Order through April 30

### INDIVIDUAL

- **All Idahoans, including vulnerable Idahoans,** continue to self-quarantine, except for certain essential activities and work to provide essential business and government services or perform essential public infrastructure
- **Gatherings** of individuals outside the home are prohibited
- Prohibit non-essential **travel** and adhere to [CDC guidelines](#) regarding isolation following essential travel
- Unless on essential business, people entering Idaho are required to **self-quarantine for 14 days**. If a person is in Idaho for less than 14 days, they must self-quarantine for the duration of their visit

### EMPLOYER

**See “Specific Types of Employers” in the right column for places of worship, restaurants, bars, gyms, daycares, senior living facilities, and salons**

- Continue to encourage **telework**, whenever possible and feasible with business operations
- **Employees** who are considered vulnerable individuals should continue to self-quarantine. Special accommodations for these employees should be made in the workplace if they are unable to work from home
- **Non-essential businesses**, other than those excluded in the amended order, develop plans for reopening and ability to meet business protocols
- Non-essential **travel** prohibited

### SPECIFIC TYPES OF EMPLOYERS

- Visits to **senior living facilities and congregate facilities (e.g. jails and corrections)** are prohibited and those employees and providers who do interact with residents and patients must adhere to strict protocols regarding hygiene and infection prevention
- **Bars and nightclubs** are closed
- **Restaurants** continue with takeout and delivery.
- **Places of worship** develop plans for reopening and ability to meet protocols
- **Indoor gyms** and recreation facilities are closed
- **Hair salons** are closed
- **Large venues** (e.g. movie theaters and sporting venues) are closed
- **Daycare**, if closed, develop plans for reopening to meet business protocols and work with local public health districts and DHW



## STAGE 1

After all criteria are met  
May 1 – May 15\*\*\*

### INDIVIDUAL

- **All vulnerable Idahoans** should continue to self-quarantine. Members of households with vulnerable residents should be aware that by returning to work or other environments where distancing is not always possible, they could carry the virus back home. Precautions should be taken to isolate from vulnerable residents
- **Gatherings**, both public and private, should be avoided
- Minimize non-essential **travel** and adhere to [CDC guidelines](#) regarding isolation following travel
- Continue the **14-day self-quarantine** for people entering Idaho to prevent influx of out-of-state visitors

### EMPLOYER

**See “Specific Types of Employers” in the right column for places of worship, restaurants, bars, gyms, daycares, senior living facilities, and salons**

- Continue to encourage **telework**, whenever possible and feasible with business operations

Return employees to work in phases, if physical distancing, personal protections and sanitation are feasible

- **Employees** who are considered vulnerable individuals should continue to self-quarantine. Special accommodations for these employees should be made in the workplace if they are unable to work from home
- **Non-essential businesses**, other than those excluded in the amended order implement plans for reopening demonstrating ability to meet business protocols
- Minimize non-essential **travel** and adhere to [CDC guidelines](#) regarding isolation following travel

### SPECIFIC TYPES OF EMPLOYERS

- Visits to **senior living facilities and congregate facilities (e.g. jails and corrections)** are prohibited and those employees and providers who do interact with residents and patients must adhere to strict protocols regarding hygiene and infection prevention
- **Bars and nightclubs** remain closed
- **Restaurants** dining rooms remain closed, develop plans for reopening and ability to meet business protocols in order to open in stage 2
- **Places of worship** can open if they adhere to strict physical distancing, sanitation protocol, and any CDC guidance
- **Indoor gyms** and recreation facilities remain closed, develop plans for reopening and ability to meet business protocols in order to open in stage 2
- **Hair salons** remain closed, develop plans for reopening and ability to meet business protocols in order to open in stage 2
- **Large venues** (e.g. movie theaters and sporting venues) are closed
- **Daycares** and organized youth activities and camps can reopen





## STAGE 2

If no significant increase in cases and criteria remain met  
May 16 – May 29\*\*\*

### INDIVIDUAL

- **All vulnerable Idahoans** should continue to self-quarantine. Members of households with vulnerable residents should be aware that by returning to work or other environments where distancing is not always possible, they could carry the virus back home. Precautions should be taken to isolate from vulnerable residents
- **Gatherings**, both public and private, of less than 10 people, where appropriate physical distancing and precautionary measures are observed can occur.
- Minimize non-essential **travel** and adhere to [CDC guidelines](#) regarding isolation following travel
- Continue the **14-day self-quarantine** for people entering Idaho to prevent influx of out-of-state visitors

### EMPLOYER

**See “Specific Types of Employers” in the right column for places of worship, restaurants, bars, gyms, daycares, senior living facilities, and salons**

- Continue to encourage **telework**, whenever possible and feasible with business operations
- Return employees to work in phases, if physical distancing, personal protections and sanitation are feasible
- **Employees** who are considered vulnerable individuals should continue to self-quarantine. Special accommodations for these employees should be made in the workplace if they are unable to work from home
  - All open **businesses** continue to follow plans.
  - Minimize non-essential **travel** and adhere to [CDC guidelines](#) regarding isolation following travel

### SPECIFIC TYPES OF EMPLOYERS

- Visits to **senior living facilities and congregate facilities (e.g. jails and corrections)** are prohibited and those employees and providers who do interact with residents and patients must adhere to strict protocols regarding hygiene and infection prevention
- **Bars and nightclubs** remain closed
- **Restaurant dining rooms** can open once their plans have been submitted for approval by local public health districts
- **Indoor gyms** and recreation facilities can open if ability to meet business protocols
- **Hair salons** can open if ability to meet business protocols
- **Large venues** (e.g. movie theaters and sporting venues) are closed



## STAGE 3

If no significant increase in cases and criteria remain met  
May 30 – June 12th\*\*\*

### INDIVIDUAL

- **Vulnerable Idahoans** can resume public interactions, but should practice physical distancing, minimizing exposure to social settings where distancing may not be practical, unless precautionary measures are observed
- **Gatherings**, both public and private, of 10-50 people, where appropriate physical distancing and precautionary measures are observed can occur
- Non-essential **travel** can resume to locations that allow it and do not have ongoing transmission (adhere to [CDC guidelines](#) regarding isolation following travel)
- Discontinue the **14-day self-quarantine** for people entering Idaho

### SPECIFIC TYPES OF EMPLOYERS

- Visits to **senior living facilities and congregate facilities (e.g. jails and corrections)** are prohibited and those employees and providers who do interact with residents and patients must adhere to strict protocols regarding hygiene and infection prevention
- **Bars and nightclubs** remain closed, develop plans for operating with diminished standing room occupancy in order to open in stage 4
- **Large venues** (e.g. movie theaters and sporting venues) remain closed, develop plans for operating with limited physical distancing protocols in order to open in stage 4

### EMPLOYER

**See “Specific Types of Employers” in the right column for places of worship, restaurants, bars, gyms, daycares, senior living facilities, and salons**

- Continue to encourage **telework**, whenever possible and feasible with business operations

Return employees to work in phases, if physical distancing, personal protections and sanitation are feasible

- **Employees** who are considered vulnerable individuals should continue to self-quarantine. Special accommodations for these employees should be made in the workplace if they are unable to work from home
- All open **businesses** continue to follow plans
- Non-essential **travel** can resume to locations that allow it and do not have ongoing transmission (adhere to [CDC guidelines](#) regarding isolation following travel)



## STAGE 4

If no significant increase in cases and criteria remain met  
June 13 – June 26\*\*\*

### INDIVIDUAL

- **Vulnerable Idahoans** can resume public interactions, but should practice physical distancing, minimizing exposure to social settings where distancing may not be practical, unless precautionary measures are observed
- **Gatherings**, both public and private, of more than 50 people, where appropriate physical distancing and precautionary measures are observed can occur
- Non-essential **travel** continues to locations that allow it and do not have ongoing transmission (adhere to [CDC guidelines](#) regarding isolation following travel)

### SPECIFIC TYPES OF EMPLOYERS

- Visits to **senior living facilities and congregate facilities (e.g. jails and corrections)** can resume. Those who interact with residents and patients must be diligent regarding hygiene and physical distancing
- **Bars and nightclubs** may operate with diminished standing-room occupancy, where applicable and appropriate
- **Large venues** (e.g. movie theaters and sporting venues) can operate under limited physical distancing protocols

### EMPLOYER

**See “Specific Types of Employers” in the right column for places of worship, restaurants, bars, gyms, daycares, senior living facilities, and salons**

- Resume unrestricted staffing of worksites, but continue to practice physical distancing, personal protections and sanitation for protection of workers
- Special accommodations for **employees** who are considered vulnerable should be made in the workplace
- All open **businesses** continue to follow plans
- Non-essential **travel** continues to locations that allow it and do not have ongoing transmission (adhere to [CDC guidelines](#) regarding isolation following travel)

**CITY OF KETCHUM  
AMENDED PUBLIC HEALTH EMERGENCY ORDER No. 20-02**

**LOCAL ADDITIONS TO IDAHO DEPARTMENT OF HEALTH AND WELFARE  
ORDER TO SELF-ISOLATE DATED MARCH 25, 2020 AND ANY SUBSEQUENT  
STATE HEALTH ORDER**

**WHEREAS**, on March 23, 2020, the Council for the city of Ketchum adopted Ordinance 1207 establishing emergency powers that provide the authority, purpose, and intent of emergency powers to address the threat of COVID-19; and

**WHEREAS**, the risk of increased community spread throughout the city of Ketchum impacts the life and health of the public and public health is imperiled by the person-to-person spread of COVID-19; and

**WHEREAS**, as of April 9, 2020, Blaine County has 439 positive COVID-19 cases tested, representing one of the highest per capita rates of positive tests in the nation; and

**WHEREAS**, as of April 10, 2020, statistics show the volume of new COVID-19 positive cases is decreasing and the curve is flattening; and,

**WHEREAS**, the emergency services and local healthcare facilities are nearing capacity due to the number of COVID-19 confirmed cases in Blaine County and additional measures are necessary to slow the spread of COVID-19 in Blaine County; and

**WHEREAS**, the Ketchum City Council finds it necessary to enact additional regulations to strengthen the March 25, 2020 regulations contained in the Idaho Department of Health and Welfare Self-Isolation Order to slow the community spread and protect the health, safety, and welfare of individuals living, working and visiting the City of Ketchum; and

**WHEREAS**, this Order was considered and approved by the City Council in accordance with provisions of Emergency Ordinance 1207;

**NOW, THEREFORE**, the Mayor and City Council do hereby adopt the following additional local modifications which shall be construed as stricter, local regulations from the March 25, 2020 Idaho Department of Health and Welfare Order to Self Isolate:

**SECTION 1: APPLICABILITY**

These local additions to the March 25, 2020, Idaho Department of Health and Welfare Order to Self-Isolate (IDHW Order), and any subsequent State Health Order, shall apply to individuals living, working, and visiting the City of Ketchum and within a five-mile radius of the city limits, as reflected below. The additions are intended to supplement the March 25, 2020 Idaho Department of Health and Welfare Order to Self-Isolate, and any subsequent State Health Order, to provide further restrictions to help slow the spread of the COVID-19 virus. All other

restrictions set forth in the March 25, 2020 Idaho Department of Health and Welfare Order to Self-Isolate, and any subsequent State Health Order, remain in full force and effect to the extent they are not addressed in this Order. In the event there is a conflict between this Order and the March 25, 2020 Idaho Department of Health and Welfare Order to Self-Isolate, and any subsequent State Health Order, the more stringent requirement of this Order shall apply. Other jurisdictions within Blaine County are enacting similar measures to provide uniform requirements throughout Blaine County, but each jurisdiction recognizes that its Order is only applicable within its statutory jurisdiction.

**SECTION 2 ESSENTIAL BUSINESSES SHALL COMPLY WITH SOCIAL DISTANCING REQUIREMENTS**

All businesses that are permitted to remain open in accordance with the March 25, 2020 IDHW Order, and any subsequent State Health Order, shall comply with Social Distancing Requirements.

**SECTION 3 TRAVEL INTO AND OUT OF BLAINE COUNTY**

Travel is only allowed into or out of Blaine County to perform Essential Activities, operate Essential Businesses, or maintain Essential Governmental Functions. Travel by Blaine County residents to other Idaho counties to obtain supplies or goods that are otherwise available within Blaine County, is prohibited.

**SECTION 4 RESIDENTS AND VISITORS ENTERING BLAINE COUNTY**

Residents of Blaine County who have traveled out of State, or visitors to Blaine County coming from out of State, must self-quarantine in their residence for a period of fourteen (14) days from the date of their arrival in Blaine County.

**SECTION 5 ESSENTIAL TRANSPORTATION SERVICES**

Taxis, and other private transportation providers providing transportation services may only operate provided they are providing transportation exclusively for necessary Essential Activities and other purposes expressly authorized in this Order are considered essential businesses.

**SECTION 6 LIMITATIONS ON HOTELS AND SHORT-TERM RENTALS**

For purposes of this Order, residences used for self-isolating include hotels, motels, shared rental units, and similar facilities.

During the term of this Order, hotels and short term rentals shall not offer lodging to any non-resident of Blaine County unless such individual is self-isolating, a Health Care Operations employee or performing Essential Government Functions.

**SECTION 7 STANDARDS AND LIMITATIONS FOR CONSTRUCTION SITES AND CERTAIN TRADES OPERATING WITHIN CITY OF KETCHUM**

**APPLICABILITY**

The following standards and limitations shall apply to all commercial and residential building and construction work sites and all individuals performing work such as, but not limited to, painting, plumbing, mechanical, electrical and landscaping work. The primary contractor shall be responsible for compliance for all individuals performing work on the job site or work location.

Prior to resuming construction activity at any location, the primary contractor shall provide certification to the City that the contractor, all sub-contractors and all individuals working on the job site have read the standards and agree to comply with the standards at all times while on the job site.

**CONSTRUCTION SITE AND WORKER STANDARDS**

1. The owner/contractor shall designate a site specific COVID-19 supervisor to enforce these standards. The designated COVID-19 supervisor shall be present on the job site at all times while construction activities are taking place. The COVID-19 supervisor can be an on-site worker who is designated to carry this role. If there is no job site, the supervisor shall enforce the rules from the office, yard, or workplace.
2. The job site shall have at least, soap and water stations and/or alcohol based hand sanitizer that contains at least 60% alcohol. Adequate supplies shall be maintained at all times. Such stations shall be placed at the primary entrances to the building or job site, and elsewhere on the site as needed. For landscape companies and trades that do not have recurring job sites, all vehicles shall contain soap and water or alcohol based hand sanitizer that contains at least 60% alcohol, one of which shall be used upon entering and exiting the vehicle.
3. Individuals on the job site shall be instructed to clean their hands upon arrival and departure from the job site and to clean their hands often, especially if hands are visibly dirty.
4. All individuals on the job site shall be provided with personal protective equipment (PPE) such as gloves, goggles, face shields, or face coverings. All individuals shall wear such PPE, including face coverings, at all times while on the job site.
5. Individuals shall maintain a distance of six (6) feet from one another at all times on the job site, including, but not limited to, while eating lunch, taking breaks, and work consultations.

6. No more than one (1) individual shall be allowed in a confined space including, but not limited to, a crawl space, elevator, attic or mechanical room, unless solo work in the confined space were deemed to be unsafe.
7. Equipment with an enclosed cab shall only be operated by one person during the whole day and the cab shall be sanitized at the end of each workday.
8. Trades shall be staggered as necessary to reduce the density of workers on site and to maintain social distancing. Each individual shall maintain a distance of six (6) feet from any another individual.
9. Deliveries shall be staggered to minimize interactions with individuals and maintain the six (6) foot separation.
10. Individuals shall be discouraged from traveling to or from the site by carpool unless they are carpooling with individuals who reside in the same residence or using public transportation and practicing social distancing.
11. Individuals shall not share any tools or equipment while on the job site. Table saws and large equipment shall be wiped down after each use.
12. On-site portable toilets shall be sanitized and disinfected every day by each user after use. The date when the portable toilet was last disinfected and sanitized by the portable toilet installer shall be posted outside the toilet.
13. There shall be no communal water cooler, water dispenser or microwave on site. Individuals shall bring their own personal water bottles and all food and beverages they will consume during the day. During the period when construction activity is taking place, individuals are strongly encouraged remain on the site during work hours. Any individual leaving the job site to obtain lunch, food or beverages from a local business shall wear a face covering.
14. Each job site shall post in at least two areas visible to all individuals on the job site, on work vehicles, or in the place of work, the following required hygienic practices:
  - a. Wash hands often for twenty (20) seconds
  - b. Cough into elbow
  - c. Do not touch your face
  - d. Stay at home if you are sick
  - e. Regularly disinfect high touch surfaces such as handrails, elevator control buttons, doorknobs, and counters
15. Individuals shall arrive for work wearing clean clothes.
16. On a daily basis, the COVID-19 supervisor shall inspect on-site workers and ensure no individual is permitted on the job site who presents any symptoms of illness such as fever, cough, runny nose, or sore throat. Any individual presenting any symptoms of

illness shall be required to stay home. The individual may return to work in conformance with CDC Guidelines.

17. All individuals on the job site shall inform the COVID-19 supervisor if a family member is presenting any symptoms of illness as identified in #16. If so, the reporting individual shall remain off the job in conformance with CDC Guidelines.
18. The owner or primary contractor shall maintain a daily attendance log of all individuals entering the work site.

**PENALTIES FOR VIOLATIONS OF CONSTRUCTION SITE AND WORKERS STANDARDS**

Any primary contractor, individual or entity providing labor, material, equipment or services to a project failing to comply with the construction standards set forth in this Order, is guilty of an infraction and shall be fined \$100.00 per occurrence on the same day. Multiple or repeat violations may result in the building official issuing a stop work order ("red tag") on the project suspending all work or other activities on the project until such failure is corrected.

Multiple or repeat violations at the same job site on (2) two or more separate days shall be a misdemeanor offense and, upon conviction thereof, shall be subject to a fine of up to \$1,000 and/or imprisonment in jail not too exceed six (6) months. Each day such additional violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

**SECTION 8 PENALTIES FOR ALL OTHER VIOLATIONS OF THIS ORDER**

For violations other than those set forth in Section 7, in accordance with Ketchum Municipal and Idaho Code, any persons who violate any provisions of the March 25, 2020 Department of Health and Welfare Order to Self Isolate, and any subsequent State Health Order, and the modifications set forth in this Order, shall be guilty of a misdemeanor.

**SECTION 9 EFFECTIVE DATE AND SUNSET DATE**

This Emergency Order shall be in effect from 12:00 a.m. Monday April 13, 2020 and shall remain in effect until 11:59 p.m. May 29, 2020.



APPROVED:

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Neil Bradshaw  
Mayor

ATTEST

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Robin Crotty, City Clerk