



CITY OF KETCHUM, IDAHO REGULAR KETCHUM CITY COUNCIL
Monday, May 20, 2019, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Agenda

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL

COMMUNICATIONS FROM MAYOR AND COUNCILORS

1. Swearing in Ceremony for Volunteer Firefighters and EMT's – Interim Fire Chief Tom Bowman

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

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

2. Approval of Minutes: Regular Meeting May 6, 2019
3. Authorization and approval of the payroll register
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$383,875.50 as presented by the Treasure.
5. Monthly Financial State of the City—Director of Finance & Internal Services Grant Gager
6. Approval of Alcohol License for Ketchum Kitchens – Director of Finance & Internal Services Grant Gager
7. Recommendation to approve Purchase Order 20343 with Doug Niedrich for Tree Purchase and Planting – Wastewater Superintendent Mick Mummert
8. Recommendation to approve Purchase Order 20344 with Idaho Asphalt for Chip Sealing – Street Superintendent Brian Christiansen
9. Recommendation to approve Operating Plan and Cooperative Fire Agreement 20345 between the City of Ketchum and the BLM and Forest Service—Tom Bowman Interim Fire Chief
10. Recommendation to approve Cooperative Fire Protection Agreement 20346 between the City of Ketchum and sixteen fire agencies—Tom Bowman Interim Fire Chief

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

11. ACTION: Recommendation to approve the First Reading of Ordinance #1192 modifying the development standards for Light Industrial Zones I, II, and III – Director of Planning & Building John Gaeddert
12. ACTION: Recommendation to approve School District Lease #20347 – Director of Planning & Building John Gaeddert
13. ACTION: Recommendation to approve Contract 20348 Between the City of Ketchum and International Association of Fire Fighters Local 4758—Mayor Neil Bradshaw
14. ACTION: Consideration of Contract 20351 to extend Ketchum Rural Fire District contract until October 1, 2019 and direction to staff on contract between Ketchum Rural Fire District, City of Sun Valley and City of Ketchum—Mayor Neil Bradshaw
15. ACTION: Update, discussion, and action on recommendations from Ketchum Sustainability Advisory Committee, recommendation to adopt Resolution 19-013 and recommendation to extend Contract 20187---Sharon Patterson Grant

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

16. Discussion on developing community housing or selling the property at 480 East Avenue (Ketchum City Hall)---Mayor Neil Bradshaw
17. ACTION: Recommendation to approve the purchase of a new police vehicle for Ketchum Police Department— Police Chief Dave Kassner
18. ACTION: Recommendation to approve Contract 20350 to purchase new fire truck—Mayor Neil Bradshaw
19. Discussion on proposed ebike and motorized vehicle regulations—Mayor Neil Bradshaw
20. Discussion on establishing a citizen committee and outreach approach for a fire station bond measure—Mayor Neil Bradshaw
21. Update on status of Trail Creek LLC Development Agreement---City Staff

EXECUTIVE SESSION

22. Discussion pursuant to Idaho Code 74-206 (1)(c)

ADJOURNMENT

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

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

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

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

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

Please note that all people may speak at public hearings.

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

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

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

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

Thank you for your participation.

We look forward to hearing from you



City Council

Regular Meeting

~ Minutes ~

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

Robin Crotty
208-726-3841

Monday, May 6, 2019

4:00 PM

Ketchum City Hall

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

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

CALL TO ORDER: By Mayor Neil Bradshaw

Mayor Neil Bradshaw called meeting to order at 4:00 p.m.

ROLL CALL

COMMUNICATIONS FROM MAYOR AND COUNCILORS

Council President Michael David talked about E bikes and the legality of them on our Bike Paths as well as throughout the County. He advised that the City of Sun Valley has done a lot of work on this topic and he requested E Bikes be on the May 20, 2019, agenda.

Mayor Neil Bradshaw advised that flood protocol has changed, and we will be watching to see how it plays out. He also mentioned that the City of Ketchum will be honoring the Olympians on May 9th and there will be a Fair on the Square on May 31, 2019.

1. Proclamation declaring May as Mental Health Awareness Month

Mayor Neil Bradshaw proclaimed the month of May 2019 as Mental Health Awareness month.

2. Proclamation declaring May 13-19, 2019, National Public Gardens Week

Mayor Neil Bradshaw proclaimed May 13 -19, 2019 as National Public Gardens Week

3. Proclamation declaring May 18, 2019, as Kids to Parks Day

Mayor Neil Bradshaw proclaimed May 18, 2019, as Kids to Parks Day

4. Proclamation declaring May 10, 2019, as Ketchum Arbor Day

Mayor Neil Bradshaw proclaimed May 10, 2019, as Ketchum Arbor Day.

5. Recognition of Ketchum Urban Renewal Agency Commissioner Gary Lipton

Mayor Neil Bradshaw honored Gary Lipton for his service on the Ketchum Urban Renewal Board and praised him for all he did and all he brought to our attention. He pointed out the Warm Spring’s sidewalk project and the role that Gary Lipton played in making that happen. Council President Michael David added his appreciation of the ADA efforts he has brought forth and he assured him that we would continue to work on this effort.

COMMUNICATIONS FROM THE PUBLIC

No Public Comment

CONSENTAGENDA

Council Courtney Hamilton pulled item 8 from Consent for corrections.

- 6. Recommendation to approve Resolution 19-004 appointing Liz Keegan to the Blaine County Housing Authority—Mayor Neil Bradshaw**
- 7. Recommendation to approve Resolution 19-011 appointing Kristen Spachman to the Ketchum Urban Renewal Agency—Mayor Neil Bradshaw**
- 8. Approval of Minutes: Regular Meeting of April 15, 2019**

Councilor Courtney Hamilton requested correction be made to the Fadeaway townhomes discussion. She advised she was just trying to clarify that there was alley access for the homes.

Motion to approve with changes noted.

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

- 9. Authorization and approval of the payroll register**
- 10. Authorization and approval of the disbursement of funds from the City’s treasury for the payment of bills in the total sum of \$604,927.70 as presented by the Treasurer.**
- 11. Recommendation to approve alcohol license for That’s Entertainment and Paddles Up Poke’ - Director of Finance & Internal Services Grant Gager**
- 12. Recommendation to approve Resolution 19-009 to dispose of surplus property – Director of Finance & Internal Services Grant Gager**

Motion to approve consent item 6, 7, 9, 10, 11, 12

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

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

13. ACTION: Recommendation to adopt Resolution 19-012 outlining City of Ketchum actions to retain the Ketchum Rural District Contract and discussion of options and funding – Mayor Neil Bradshaw

Mayor Neil Bradshaw advised that there is a lot to get thru to fix the issues. He outlined what is before them this evening and talked about ISO ratings and how to move forward.

Mayor Neil Bradshaw opened the meeting for public comment.

Jason Shearer, CEO of the YMCA, thanked the firefighters for two rescue calls last week. He talked about the importance of parking at the YMCA and about the YMCA being an integral part of the Valley and the community. He talked about the affordable housing issues and advised that he would like to see master planning.

Ed Lawson, Attorney on behalf of the YMCA talked about the YMCA parking being of utmost importance. Ed Lawson requests the city consider more than funding when deciding on a location for a new fire station. Should the City select the YMCA site for a fire station, they will object to the funding and all that goes with the project. He requested they designate the Lewis Street parking lot for building the fire station.

Jo Murray has a vested interest in the YMCA. She talked about the bridge club and the importance of parking for the older residents and the disabled.

Chuck Abramo, also a member and founder of the bridge club talked about the importance to the 250 members of the bridge club and the 56 -60 parking spaces that are needed each time the club meets.

John Bailey, 17-year resident, talked about thinking outside the box and deciding on the best place for the most important building in the city. He talked about the Serenade Ln. area, property next to the cemetery and the Barsotti Lot, and all that the lot has to offer. He talked about ways to sell bad assets and buy good ones and touched on a land swap and outlined the benefits.

John Rathfon expressed sincere appreciation for the action the council has taken and fully supports all 3 sites being considered and going out to bond.

Jerry Seifert, resident, previous Mayor and Fire Chief talked about the history and voters only supporting bonds for water/sewer. He talked about ISO ratings and how this was put in place many years ago.

Council President Michael David would like to work with the YMCA and create a Master Plan. He clarified that the existing parking and/or operations will not be affected. He talked about funding and needing full community support and agreed with John Bailey's comments. Mayor Neil Bradshaw clarified that we are not restricting the sites to those 3 lots. Councilors talked about the Barsotti lot. Councilor Courtney Hamilton said the benefits of a land purchase would need to be made very clear. Mayor Bradshaw clarified the land and building would be one item on the ballot, not separate line items. Councilor Amanda Breen said there should be one question on the ballot, and there not be a list to avoid confusion. Mayor Bradshaw talked about the strategy and advised that we need to outline what we really need to have, not what we want to have. Courtney Hamilton does not favor any opposition to the YMCA, however, does favor that land for the fire station and talked about that land also being a benefit to affordable housing and is ok with going to bond for the land.

Mayor Neil Bradshaw clarified the number of parking spots as being 150 spots plus snow storage. Anything less than that the YMCA would not be supportive of. Attorney Ed Lawson advised that the YMCA would like to work with the City, however, they also want to be able to expand at some point. He talked about other solutions that would potentially work. Mayor Bradshaw talked about the grass area

on the North side of the "Y" to create more parking spots. CEO, Jason Shearer advised the Y's willingness would benefit from a picture that outlines the design. Council President Michael David talked about the need to have a combined effort before moving forward with the bond. He talked about the possibilities of the Northwood Lot for a fire station and affordable housing on the YMCA Lot. Mayor Bradshaw talked about securing extra land and questioned if the public is willing to support it. Councilor Amanda Breen talked about spending money efficiently and she hopes the YMCA would be willing to support this. Amanda Breen asked about the support of the KURA. City Administrator Suzanne Frick explained the new legislative measures and advised it would be a very difficult approach. Amanda Breen advised it hasn't been tested yet but hopefully in the future the KURA would be able to support infrastructure.

Councilor Courtney Hamilton is interested in pursuing the dirt lot north of the YMCA and pursuing the Barsotti Lot. There was a discussion regarding the less desirable lots. Council President Michael David's preference is the Barsotti Lot then the YMCA Lot. Councilors Slanetz and Breen agree that they like both those lots.

Mayor Neil Bradshaw talked about the Bond measure. Councilor Courtney Hamilton agrees it needs to be simple, however, she is not opposed to the line items on the ballot. Council President Michael David would like to get input. Councilor Jim Slanetz agrees with Councilor Amanda Breen and that it is a yes or no issue to avoid any and all confusion.

Mayor Neil Bradshaw talked about the Aerial Tower and turned the meeting to Interim Fire Chief Tom Bowman. Tom Bowman advised Council that the fireman need a Quint. Assistant Fire Chief Tom Ancona described the truck they are looking to purchase and all that the truck could do and how it would be used. Tom Ancona talked about the add ons to the truck and advised It would fit in the current spot.

Mayor Neil Bradshaw advised that the City has \$500,000 in a savings account for this and asked how the council would like to move forward with this purchase. Mayor Bradshaw advised it would be a strong statement if we purchase this truck and asked council for thoughts. Director of Finance & Internal Services Grant Gager explained the funding to be \$500,000 down and \$57,000 a year for a 10-year period of time, and that would deplete the fund. Councilor Amanda Breen asked about the issue of using the ladder truck in Sun Valley and what the issue of mutual aid is. Interim Fire Chief Tom Bowman explained the ISO rating and how the truck effects that. Amanda Breen questioned if there are other ways to get a truck into Ketchum. Grant Gager talked about the ladder payments Sun Valley is currently making on their ladder truck. Council President Michael David has pause about completely depleting the \$500,000. He talked about supplementing Sun Valley on their payments and then look at purchasing something less expansive of our own. Councilor Jim Slanetz talked about getting a used truck that will last 10 years and as we become more consolidated, we can work on doing the most practical action. Jim Slanetz also questioned the need for a Chief if we go toward consolidation. He would like somebody with more fire education to make the decision on the purchase of a new truck. Michael David asked Assistant Chief Tom Ancona a hypothetical question. If we were just doing Ketchum 2.0 would he support not getting the new truck and go with a different type of vehicle? Tom Ancona advised of the need to be severely careful because we only have 1 fire truck. We need to be aware that buildings are getting taller. This truck would be a pumper with a ladder on top. If we lose our lead pumper, we have a backup. Although sharing the Sun Valley truck sounds attractive it does not give us a backup. Mayor Neil Bradshaw talked about sending a good message and helping with moral. Michael David voiced support of the purchase of a new aerial truck. Amanda Breen is not as comfortable with the depletion of the fund. Courtney Hamilton talked about this being a long-term fix regardless of consolidation. She thinks this is a step in the right direction to assist in fire protection. Amanda Breen questioned if there is a problem 2 years down the road and what we would use for funding. Grant Gager & Suzanne Frick explained the budget and funding and how it works year to year. Council discussed the underfunding in

the past and talked about unifying. Tom Bowman talked about a 15-year lease payment. Mayor Neil Bradshaw would like the ability to secure it and come back with other funding options.

City Administrator Suzanne Frick clarified the direction given as authorizing the purchase of the Fire Truck and staff to come back to council with a menu of purchase options.

Jerry Seiffert talked about presenting a plan for fire protection and getting the voters support. The fire department needs to give a detailed analysis of the current fire equipment. He suggested an Advisory Committee.

Mayor Neil Bradshaw talked about the upcoming dates of meetings where the public can participate. The week of May 20th the Mayor will work on pulling together 5 interested people to put together a process for the bond measure. Mayor Neil Bradshaw thought maybe we need to know where Ketchum Rural is going before deciding on the pumper truck. Interim Fire Chief Tom Bowman advised that the current pumper truck is 31 years old. He talked about refurbishment and what would be involved in that. City Administrator Suzanne Frick advised that the existing pumper truck is due for replacement in 5 years. The reserve pumper was auctioned off in 2015. She questioned how we want to start funding for the replacement of the current one or the one that we've already auctioned off? Councilor Amanda Breen asked if the reserve pumper would need to be replaced immediately? Assistant Fire Chief Tom Ancona advised with the purchase of the new truck we could hold off.

The current Plan Check inspection position was discussed. Councilor Courtney Hamilton voiced support of keeping Assistant Fire Chief Tom Ancona on staff regardless of the Ketchum Rural contract. Council President Michael David is in full agreement. Councilor Jim Slanetz talked about the Rural Contract and how things would look with and without the contract. Mayor Neil Bradshaw asked about the potential loss of the \$325,000 from the Rural District. Interim Fire Chief Tom Bowman talked about the road map and the feedback back he's gotten on the steps taken. He advised that both Ketchum and Sun Valley agree with combined services. He thinks that possibly the consolidation with Sun Valley could be looked at again and suggested looking at it under certain conditions.

Councilor Courtney Hamilton said the steps we've taken tonight are good steps for consolidation. She's unsure about a timeline. She sees consolidation in the future but does not know what that looks like. Sun Valley has not been in these conversations and they need to be included. Council deliberated about working with Sun Valley and how to move forward and the benefits to both cities.

Councilor Courtney Hamilton hopes the Ketchum Rural District can see Ketchum's commitment to consolidation. The contract is important for the level of service of Ketchum and the Rural District. Council brainstormed ideas for negotiation with the District and reducing the cost of the contract was discussed. Mayor Neil Bradshaw voiced concerns about negotiating against ourselves. City Administrator Suzanne Frick advised the Rural District expires in 2020 unless canceled. Council would like to table the rest of this discussion until May 20, 2019. Mayor Neil Bradshaw would like to get the Resolution passed and keep the YMCA happy. Mayor Neil Bradshaw asked if we lose funding, and have to lose positions, how would the council like to proceed? He asked if we should maintain staff until there is natural attrition? The Ambulance District Contract was briefly discussed. Council does not want to talk about this until after the 14th and we know exactly what the Rural District is doing.

Mayor asked for vote on the Resolution with wording changed to "evaluated" rather than funded.

Motion to approve Resolution #19-012 with the Mayor corrections.

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

Angenie McCleary, County Commissioner and board member of the Ambulance District spoke on staffing levels. She advised that staffing levels are stated in the contract, and she is not in favor of a reduced staff. At a minimum Ketchum would need to meet the contract.

Mayor Bradshaw advised that Tom Ancona's position will be added to the May 20, 2019, agenda.

14. ACTION: Rezone of portions of Lots 1A, 3A, and 4A of Block 67, Ketchum townsite, from Tourist to GR-L, Ordinance 1196 - Director of Planning & Building John Gaeddert

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

Councilor Courtney Hamilton asked if lots 3 & 4 are under construction. Senior Planner Brittany Skelton explained they are waiting for this rezone to be approved. Councilor Jim Slanetz questioned if it is a down zone and Brittany Skelton confirmed it is. Councilor Amanda Breen questioned if this has been on the radar and Brittany Skelton advised it was caught in the original submission, but it was the timing that held this up.

Motion to approve 1st reading and waive the 2nd and 3rd reading.

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

Courtney Hamilton read the Title aloud

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

15. ACTION: Approval of Contract #20337 with Galena Engineering regarding Water Service Connection Fees – Water Superintendent Pat Cooley

Mayor Neil Bradshaw explained the contract before them and what we are trying to accomplish with Galena. Councilor Jim Slanetz questioned how often we have to re-evaluate. Water Superintendent Pat Cooley advised they should be looked at annually and the rates will be adjusted accordingly after the initial engineering review.

Motion to enter in contract #20337 with Galena Engineering to calculate Water Service Connection Fees in the amount of \$28,750.

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

16. ACTION: Recommendation to Approve Construction Contract #20334 with Allen Construction Inc, for 2019 Sidewalk Infill Segments – City Administrator Suzanne Frick

Mayor Neil Bradshaw and Council deliberated about the design. City Administrator Suzanne Frick talked about what could be eliminated since we are currently over budget. City Engineer, Sherri Newland advised that there are some contractual things that would need to be considered. Suzanne Frick suggested approving a contract with a not to exceed number. Councilor Courtney Hamilton asked the width of the sidewalk. It was confirmed to be 8 ft. Street light placement was discussed as well as solar and the cost of each streetlight.

Motion to enter into a contract with Allen Construction Inc. in the amount of \$301,039.18 for a total project approval amount of \$373,799.18 which includes construction contingency and lighting procurement.

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

17. ACTION: Recommendation to approve Memorandum of Understanding #20336 between the cities of Ketchum, Stanley and Sun Valley, Blaine County and USDA Forest Service, Sawtooth National Forest – Assistant City Administrator Lisa Enourato

Angenie McCleary, Blaine County Commissioner, advised they have been working with all the entities to establish the dark sky reserve and what that means going forward. It would be an excellent sign that we can all agree, and she asked for council's support.

Motion to approve Memorandum of Understanding #20336 between the cities of Ketchum, Stanley and Sun Valley, Blaine County and the USDA Forest Service Sawtooth National Forest; collectively referred to as the cooperators.

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

18. ACTION: Recommendation to Rescind Shared Parking Agreement with Bigwood Presbyterian Church and enter into Resolution 19-010 to approve Agreement #20341 — Mayor Neil Bradshaw

Mayor Neil Bradshaw outlined the agreement before them. City Administrator Suzanne Frick explained that this is an amicable cancellation.

Motion to approve Resolution 19-010 and Agreement #20341.

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

EXECUTIVE SESSION

19. Discussion pursuant to 74-206 (1) (j)

20. Discussion pursuant to 74-206 (1) (f)

Motion to go into Executive Session at 7:28 p.m. pursuant to Idaho Code Discussion pursuant to 74-206 (1) (j) (f)

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

ADJOURNMENT

Motion to come out of executive session at 7:53 pm.

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

Motion to adjourn at _____

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

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	CP218918	FSA	716.15
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	CP218918	DCA	384.60
01-2300-0000 DEPOSITS-PARKS & EVENTS			
HERNANDEZ, MARILU	051319	Deposit Return Rec Room Rental 5-11-19	250.00
Total :			1,350.75
LEGISLATIVE & EXECUTIVE			
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA	107.75
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA Vision	517.36
STARLEY-LEAVITT INS. AGENC	594775	June 2019	45.00
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
US BANK	4322 042519	4322 - Farmer's Market Meeting	127.84
Total LEGISLATIVE & EXECUTIVE:			797.95
ADMINISTRATIVE SERVICES			
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA	290.30
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA Vision	821.12
STARLEY-LEAVITT INS. AGENC	594775	June 2019	72.00
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
A.C. HOUSTON LUMBER CO.	014-133807	supplies	24.64
A.C. HOUSTON LUMBER CO.	014-134347	supplies	9.99
COPY & PRINT, L.L.C.	97065	Coffee	19.99
US BANK	6243 042519	6243 - Thumb Drive	36.80
US BANK	6243 042519	6243 - Business Licenses	55.73
01-4150-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	94869	June 2019 Support	2,204.00
EVANS PLUMBING INC	84865	Sun Valley Museum	307.04
BACKGROUND INVESTATION B	CIT025050119-	Background Checks	47.90
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 0430	12596475	14.72
EXPRESS PUBLISHING, INC.	10002196 0430	12596455	88.29
EXPRESS PUBLISHING, INC.	10002196 0430	12596476	19.32
EXPRESS PUBLISHING, INC.	10002196 0430	12596455	88.29

Vendor Name	Invoice Number	Description	Net Invoice Amount
EXPRESS PUBLISHING, INC.	10002196 0430	12595963	56.93
EXPRESS PUBLISHING, INC.	10002196 0430	12596843	55.20
EXPRESS PUBLISHING, INC.	10002196 0430	12596844	74.52
01-4150-5100 TELEPHONE & COMMUNICATIONS			
SYRINGA NETWORKS	19MAY0406	Computer Services	3,000.00
US BANK	6243 042519	6243 - 8x8	1,968.49
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	16005	Computer maintenance & support	5,254.20
KETCHUM COMPUTERS, INC.	16006	Computer maintenance & support	1,140.75
US BANK	6243 042519	6243 - Microsoft	5.39
US BANK	6243 042519	6243 - Microsoft	17.68
01-4150-5150 COMMUNICATIONS			
US BANK	6235 042519	6235 - Facebook	165.84
US BANK	6235 042519	6235 - Shutterstock	30.74
US BANK	6235 042519	6235 - Squarespace	20.00
US BANK	6235 042519	6235 - Shutterstock	30.74
US BANK	6235 042519	6235 - Shutterstock	30.74
US BANK	6235 042519	6235 - Facebook	25.00
US BANK	6235 042519	6235 - Facebook	25.00
US BANK	6235 042519	6235 - Squarespace	216.00
US BANK	6235 042519	6235 - Printing Services	88.45
US BANK	6235 042519	6235 - Constant Contact	9.50
US BANK	6235 042519	6235 - Mailchimp	75.00
IDAHO SUNSHINE MEDIA LLC	8055	Advertising	185.00
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
WOOD RIVER MATTRESS	3906	3 FIRE MATTRESSES	1,608.00
01-4150-7400 OFFICE FURNITURE & EQUIPMENT			
US BANK	6243 042519	6243 - Phone Headset Cord	39.99
Total ADMINISTRATIVE SERVICES:			18,223.29
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
WHITE PETERSON	24892R 043019	24892R 043019	15,500.00
Total LEGAL:			15,500.00
PLANNING & BUILDING			
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA	59.69
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENC	594775	June 2019	36.00
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	4221 042519	4221 - Ipad Case	31.99
01-4170-4200 PROFESSIONAL SERVICES			
HARMONY DESIGN & ENGINEE	19669	Engineering	31.25
HARMONY DESIGN & ENGINEE	19670	Engineering	281.25
HARMONY DESIGN & ENGINEE	19675	Trail Creek Bridge Repair	250.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4170-4210 PROFESSIONAL SERVICES - IDBS			
DIVISION OF BUILDING SAFETY	050319	April 2019 Building Permit Fees	17,875.46
01-4170-6910 OTHER PURCHASED SERVICES			
LIMELIGHT HOTEL KETCHUM	10R2H7 05031	May Boardroom Meeting	307.36
Total PLANNING & BUILDING:			18,873.00
NON-DEPARMENTAL			
01-4193-4500 1ST/WASHINGTON RENT			
URBAN RENEWAL AGENCY	3155	Parking Lot Rent	4,000.00
01-4193-6500 CONTRACT FOR SERVICE			
KIC	050819	KIC - April 2019	13,431.00
Total NON-DEPARMENTAL:			17,431.00
FACILITY MAINTENANCE			
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENC	594775	June 2019	27.00
01-4194-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	2022 042519	2022 - Pens	15.49
US BANK	2022 042519	2022 - Time Cards	13.00
01-4194-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-158456	Gloves	23.29
GEM STATE PAPER & SUPPLY	1315647-01	Paper and cleaning supplies	36.61
US BANK	2022 042519	2022 - IB Profen	7.40
US BANK	2022 042519	2022 - Planner	19.81
US BANK	2022 042519	2022 - Coffee	46.99
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	908863	38950 041519	351.61
UNITED OIL	910032	38950 043019	244.92
01-4194-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	18201	Repair Wall Town Square	162.12
WILRO PLUMBERS LLC	13329	Atkinson's Park Toilet	480.00
WILRO PLUMBERS LLC	13614	Forest Service Park Water Lines	1,970.00
WILRO PLUMBERS LLC	13652	Atkinson's Park Toilet	60.00
01-4194-4220 PROF SERV-CITY BEAUTIFICATION			
LILY & FERN, LLC	2827	Flower Maintenance	3,983.85
01-4194-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
US BANK	2022 042519	2022 - ISA Recertification	185.00
01-4194-5200 UTILITIES			
IDAHO POWER	2201272487 04	2201272487 042219	139.85
IDAHO POWER	2203313446 05	2203313446 051019	5.34
IDAHO POWER	2203538992 04	2203538992 042219	32.15
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
US BANK	2022 042519	2022 - Gator Seats	190.83

Vendor Name	Invoice Number	Description	Net Invoice Amount
LET'S RIDE	262591	SKI DOO Repair	153.58
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	014-154502	Supplies	8.08
A.C. HOUSTON LUMBER CO.	014-155360	Chair Supplies	13.13
A.C. HOUSTON LUMBER CO.	014-155423	Chair Supplies	22.82
A.C. HOUSTON LUMBER CO.	014-155799	supplies	14.23
A.C. HOUSTON LUMBER CO.	014-156169	Chair Supplies	19.02
A.C. HOUSTON LUMBER CO.	014-157216	Chair Screws	8.96
A.C. HOUSTON LUMBER CO.	014-158459	Glove	4.99
A.C. HOUSTON LUMBER CO.	014-158514	Olympian Event Supplies	67.83
CEM AQUATICS	132344	Tubes	94.70
CHATEAU DRUG CENTER	2037480	Supplies	18.99
CHATEAU DRUG CENTER	2037603	Batteries	24.68
CHATEAU DRUG CENTER	2039711	Supplies	11.38
CHATEAU DRUG CENTER	2039728	Credit	7.59-
CHATEAU DRUG CENTER	2049672	Supplies	3.32
CHATEAU DRUG CENTER	2052792	Supplies	5.69
CHATEAU DRUG CENTER	2053131	Key Ring	3.09
CHATEAU DRUG CENTER	2055326	Supplies	3.79
CHATEAU DRUG CENTER	2055930	Mop	13.29
CHATEAU DRUG CENTER	2056889	Chair Supplies	12.32
CHATEAU DRUG CENTER	2057008	Supplies	8.54
CHATEAU DRUG CENTER	2058944	Lock and Key	18.03
PIPECO, INC.	S3330241.001	Nozzle	38.67
PIPECO, INC.	S3331244.001	Rotor	78.21
PIPECO, INC.	S3335513.001	Lower Field Supplies	47.06
PIPECO, INC.	S3336061.001	Lower Field Supplies	59.12
PIPECO, INC.	S3336793.001	Forest Service and Rotary	15.96
PIPECO, INC.	S3338860.001	Little Park and Extras	56.36
PIPECO, INC.	S3338992.001	Upper Field	38.11
SHERWIN-WILLIAMS CO.	6273-6	Chair Paint	69.46
SHERWIN-WILLIAMS CO.	6492-2	Paint Park Benches	49.91
US BANK	2022 042519	2022 - Fiskars Loppers	109.90
US BANK	2022 042519	2022 - Hand Pruners	62.66
US BANK	2022 042519	2022 - Filter Bag	11.74
US BANK	2022 042519	2022 - Armor All	39.99
US BANK	2022 042519	2022 - Instant Garage	279.99
US BANK	2022 042519	2022 - Cloth Filter	9.57
US BANK	2022 042519	2022 - Pooper Scoopers	57.98
US BANK	2022 042519	2022 - Pruning Saw	158.00
WILBUR-ELLIS COMPANY LLC	12552466	Fertilizer	201.00
Total FACILITY MAINTENANCE:			9,901.82
POLICE			
01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA	957.30
01-4210-3200 OPERATING SUPPLIES			
UNITED OIL	910046	39060 043019	99.35
HINTEMAYER, ALICIA	051519	CSO Uniforms	115.22
01-4210-3620 PARKING OPS EQUIPMENT FEES			
OMNI PARK	112848	Subscription/Support	343.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total POLICE:			1,514.87
FIRE & RESCUE			
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA	4,099.10
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA Vision	475.97
STARLEY-LEAVITT INS. AGENC	594775	June 2019	108.00
01-4230-3200 OPERATING SUPPLIES FIRE			
A.C. HOUSTON LUMBER CO.	014-135214	supplies	32.16
ALSCO - AMERICAN LINEN DIVI	LBO11702774	5109 051319	29.75
ARROW INTERNATIONAL, INC.	9501254795	Supplies	1,700.00
ATKINSONS' MARKET	02711102	Supplies	1.90
ATKINSONS' MARKET	04757600	Supplies	4.64
ATKINSONS' MARKET	04757980	Coffee	27.54
ATKINSONS' MARKET	04757980	Coffee	27.54
BOUNDTREE MEDICAL	83194691	Medical Products	314.17
CHATEAU DRUG CENTER	2057515	Key Ring	5.10
CHATEAU DRUG CENTER	2058415	Supplies	12.34
MARTIN, GREG	050219	Boots	179.00
NORCO	26374438	52355 043019	32.46
UPS STORE #2444	5536	5536 shipping 042319	11.92
UPS STORE #2444	5557	5557 shipping 042519	10.96
US BANK	4977 042519	4977 - Perry's Lunch	21.14
SISKO, JOHN	050319	PIZZA	149.54
01-4230-3210 OPERATING SUPPLIES EMS			
ATKINSONS' MARKET	02711102	Supplies	1.89
ATKINSONS' MARKET	04757600	Supplies	4.63
BOUNDTREE MEDICAL	83205290	Medical Products	280.36
NORCO	26375444	54794 043019	224.40
US BANK	4977 042519	4977 - Pelican Case	19.99
US BANK	4977 042519	4977 - Credit	41.82
US BANK	4977 042519	4977 - Credit	8.19
HENRY SCHEIN	64691790	Medical Supplies	189.54
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	909866	37267 043019	142.85
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	909866	37267 043019	158.20
01-4230-4200 PROFESSIONAL SERVICES FIRE			
PROGRESSIVE INTELLIGENCE T	00001417	Support Contract Renewal	7,180.00
01-4230-4900 TRAINING/TRAVEL/MTG FIRE			
A.C. HOUSTON LUMBER CO.	014-158162	Rod	5.98
US BANK	4977 042519	4977 - Straw Pressed Standlee	49.54
01-4230-4920 TRAINING-FACILITY			
IDAHO POWER	2224210258 05	2224210258 050819	33.72
COX WIRELESS	0012401047339	047339201 050719	100.59

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
INTERSTATE BATTERY CENTER	26465263	Battery	175.50
MTE COMMUNICATIONS	056983 050119	DSL Digital Subscriber Line	17.47
49 ER COMMUNICATIONS INC.	48750	Tier IV Repair	257.50
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
INTERSTATE BATTERY CENTER	26465263	Battery	175.50
MTE COMMUNICATIONS	056983 050119	DSL Digital Subscriber Line	17.47
49 ER COMMUNICATIONS INC.	48750	Tier IV Repair	257.50
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
STURTEVANT'S	6-66715	Tool Rap	10.78
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ			
BROOKS WELDING	13104	SKI RACK REPAIR	90.00
RIVER RUN AUTO PARTS	6538-140914	Parts	5.99
Total FIRE & RESCUE:			16,592.62
STREET			
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENC	594775	June 2019	81.00
01-4310-3200 OPERATING SUPPLIES			
BUSINESS AS USUAL INC.	146218	Office Supplies	49.05
GEM STATE PAPER & SUPPLY	1322803-00	Paper Goods	82.14
US BANK	2022 042519	2022 - Gift Card (future credit)	39.99
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	909867	37269 043019	1,251.04
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	971119	Dakota parts	78.31
NAPA AUTO PARTS	971140	Credit	33.33-
NAPA AUTO PARTS	971222	Dakota parts	9.87
NAPA AUTO PARTS	971342	Dakota Parts	189.79
NAPA AUTO PARTS	972046	Dakota parts	88.79
RIVER RUN AUTO PARTS	6538-140838	Durango Parts	5.85
RIVER RUN AUTO PARTS	6538-141179	Brake Fluid	6.95
US BANK	2022 042519	2022 - C21270 License plate	23.00
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
FASTENAL COMPANY	IDJER82320	Pavers Diamond Blades	100.44
FASTENAL COMPANY	IDJER82321	Oil Clean up Pads	87.52
NAPA AUTO PARTS	971649	F550 Parts	8.98
NAPA AUTO PARTS	972022	Fuel Filter	7.79
NAPA AUTO PARTS	972039	Flat Bed Fuel Tank	45.13
RIVER RUN AUTO PARTS	6538-140897	Eagle Parts	13.42
US BANK	2022 042519	2022 - Window Regulator	219.57
US BANK	2022 042519	2022 - Ratchet Kit	555.98
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBOI1700398	5831 050319	43.63
ALSCO - AMERICAN LINEN DIVI	LBOI1702365	5831 051019	43.63
NORCO	26227476	53271 041019	88.59
NORCO	26374518	53271 043019	208.65
TREASURE VALLEY COFFEE IN	2160.06089656	COFFEE	9.80

Vendor Name	Invoice Number	Description	Net Invoice Amount
CINTAS FIRST AID & SAFETY	5013638879	First Aid Supplies	63.62
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 05	2200059315 051019	5.34
IDAHO POWER	2200506786 05	2200506786 051019	6.12
IDAHO POWER	2201013857 04	2201013857 042219	14.39
IDAHO POWER	2201174667 05	2201174667 051019	10.54
IDAHO POWER	2202627564 05	2202627564 051019	8.13
IDAHO POWER	2203027632 05	2203027632 051019	5.34
IDAHO POWER	2204535385 04	2204535385 042219	40.01
IDAHO POWER	2205963446 05	2205963446 051019	18.19
IDAHO POWER	2206773224 04	2206773224 042219	5.34
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	014-105097	Credit	71.28-
BIG WOOD LANDSCAPE, INC.	18369	Pavers	55.50
COLOR HAUS, INC.	219157	Painters Touch	14.91
CONCRETE CONSTRUCTION SU	S31829	Washington Curb repair	324.00
CONRAD BROTHERS CONSTRU	2899	Posts Installed	534.58
WALKER SAND AND GRAVEL	598036	Clean Fill	143.12
WALKER SAND AND GRAVEL	600509	Clean Fill	468.55
WALKER SAND AND GRAVEL	602836	Clean Fill	438.72
WALTERS READY MIX, INC.	7866	2.5 yrd 40F	470.00
WEBB LANDSCAPING	B-IN-132236	Pavers	116.50
Total STREET:			5,977.20
RECREATION			
01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA	241.36
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA Vision	125.00
STARLEY-LEAVITT INS. AGENC	594775	June 2019	36.00
01-4510-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	7926 042519	7926 - Pouches	18.99
01-4510-3250 RECREATION SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-156375	Supplies	11.66
A.C. HOUSTON LUMBER CO.	014-158173	Baseball Dragger	56.78
A.C. HOUSTON LUMBER CO.	014-159977	Supplies	7.20
RIVER RUN AUTO PARTS	6538-140652	Supplies	14.47
US BANK	7926 042519	7926 - Guillotine Trimmer	196.94
US BANK	7926 042519	7926 - Fools Gold and Pouches	25.01
US BANK	7926 042519	7926 - Planner	9.99
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	08355321	Supplies	13.76
01-4510-4410 ADVERTISING & PUBLICATIONS			
EXPRESS PUBLISHING, INC.	10002196 0430	12595658	401.40
01-4510-5200 UTILITIES			
IDAHO POWER	2206452274 04	2206452274 042219	361.57

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total RECREATION:			1,520.13
Total GENERAL FUND:			107,682.63
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-4210 PARADE PARTCPNT/FIDDLERS/POETS			
WOOD RIVER MIDDLE SCHOOL	081518	Wagon/Team Provider/Travel Support	300.00
Total WAGON DAYS EXPENDITURES:			300.00
Total WAGON DAYS FUND:			300.00
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7200 TECHNOLOGY UPGRADES			
MUNICODE	00327289	Base Features Final Payment and Hosting	7,900.00
03-4193-7400 COMPUTER/COPIER LEASING			
GREAT AMERICA FINANCIAL SE	24687564	Copier Leasing	1,145.94
DELL FINANCIAL SERVICES	79970600	Management Fee	11.30
Total GENERAL CIP EXPENDITURES:			9,057.24
Total GENERAL CAPITAL IMPROVEMENT FD:			9,057.24
FIRE & RESCUE CAPITAL IMPR.FND			
FIRE/RESC CAPITAL EXPENDITURES			
11-4230-7600 OTHER MACH & EQUIP			
ARROW INTERNATIONAL, INC.	9501254793	Power Driver	1,016.85
Total FIRE/RESC CAPITAL EXPENDITURES:			1,016.85
Total FIRE & RESCUE CAPITAL IMPR.FND:			1,016.85
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6060 EVENTS/PROMOTIONS			
COPY CENTER LLC	954	Olympians Banner	100.00
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	10955	Monthly Installment	55,475.00
Total ORIGINAL LOT TAX:			55,575.00
Total ORIGINAL LOT FUND:			55,575.00
WATER FUND			
WATER EXPENDITURES			
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA	71.63

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENC	594775	June 2019	27.00
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	3059 042519	3059 - Delinquent Notices	336.80
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	52679	printing and mailings	416.42
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-135725	supplies	7.89
A.C. HOUSTON LUMBER CO.	014-158795	Supplies	28.77
CHATEAU DRUG CENTER	2042788	Supplies	12.34
D & B SUPPLY INC.	69941	Pants	149.97
UNIFIED OFFICE SERVICES	268684	Office Supplies	6.91
63-4340-3250 LABORATORY/ANALYSIS			
GO-FER-IT	85034	292 - 043019	34.00
MAGIC VALLEY LABS, INC.	12017	Drinking water testing	18.00
MAGIC VALLEY LABS, INC.	12072	Drinking water testing	92.00
63-4340-3400 MINOR EQUIPMENT			
BROOKS WELDING	13081	Pipe	35.28
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	909869	37271 043019	251.42
63-4340-3600 COMPUTER SOFTWARE			
FERGUSON ENTERPRISES, INC.	CM057163	Credit	300.00-
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E259012	55 gal T-Chlor	252.24
63-4340-4200 PROFESSIONAL SERVICES			
DIG LINE	0060483-IN	Monthly Fee	143.91
THORNTON HEATING	39182	Boiler Repairs	144.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715 05	2087250715 050419	113.95
CENTURY LINK	2087255045 05	2087255045 050419	49.96
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
LES SCHWAB	11700545019	Plow Truck Alignment	89.99
RIVER RUN AUTO PARTS	6538-140943	Parts	29.84
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	014-159385	Batteries	39.16
BANYAN TECHNOLOGY INC.	20581	Warm Springs Well Battery	168.26
FERGUSON ENTERPRISES, INC.	0712432	Gaskets	4.44
LUTZ RENTALS	94147-1	Compactor Plate	42.12
PIPECO, INC.	S3339428.001	Nipples	5.38
Total WATER EXPENDITURES:			2,271.68
Total WATER FUND:			2,271.68

Vendor Name	Invoice Number	Description	Net Invoice Amount
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7650 WATER METERS			
FERGUSON ENTERPRISES, INC.	0710212	Meter Boxes and Assembly	4,772.65
64-4340-7800 CONSTRUCTION			
LUNCEFORD EXCAVATION, INC.	9909	Parking Area	3,768.25
SILVER CREEK SUPPLY	S1987457.001	Supplies	22.35
Total WATER CIP EXPENDITURES:			8,563.25
Total WATER CAPITAL IMPROVEMENT FUND:			8,563.25
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA	448.69
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP218918	HRA Vision	1,462.98
STARLEY-LEAVITT INS. AGENC	594775	June 2019	54.00
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	52679	printing and mailings	624.64
65-4350-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2055763	Supplies	12.34
UNIFIED OFFICE SERVICES	268684	Office Supplies	6.91
UPS STORE #2444	5415	5415 shipping 040319	10.48
UPS STORE #2444	5490	5490 shipping 041519	11.82
UPS STORE #2444	5509	5509 shipping 041719	11.82
UPS STORE #2444	5541	5541 shipping 042419	11.16
US BANK	9642 042519	9642 - Credit	23.06
RIGGS, CHAD	051319	Safety Toe Boots	105.98
65-4350-3400 MINOR EQUIPMENT			
US BANK	9642 042519	9642 - Clock	41.92
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	909868	37270 043019	101.04
65-4350-3800 CHEMICALS			
CHEMTRADE CHEMICALS US LL	92629547	ALUM Sulfate LIQ STD	5,727.08
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	56279 AMEND	Remainder of Invoice	102.47
ANALYTICAL LABORATORIES, I	62262	Copper/Metal Diegestion/S&H	227.95
BANYAN TECHNOLOGY INC.	20580	Headworks Technology	5,516.68
THORNTON HEATING	39182	Boiler Repairs	96.00
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
MUMMERT, MICK	051019	Clothing Reimbursement	41.31
65-4350-5200 UTILITIES			
IDAHO POWER	2224304721 05	2224304721 051019	10.70

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
LUTZ RENTALS	94314-1	Dingo Skid Loader	201.00
NAPA AUTO PARTS	971574	Belts	38.78
PIPECO, INC.	051419	Credit	2.23-
PIPECO, INC.	S3335880.001	Supplies	212.92
PIPECO, INC.	S3336785.001	Parts	50.07
PIPECO, INC.	S3337559.001	Pinch Clamp	25.18
US BANK	9642 042519	9642 - Bulb and Dry Lubricant	18.49
US BANK	9642 042519	9642 - Battery	37.99
US BANK	9642 042519	9642 - Credit	50.99-
US BANK	9642 042519	9642 - Press Switch	127.84
US BANK	9642 042519	9642 - Grease	60.00
US BANK	9642 042519	9642 - Air Compressor Valve	63.60
US BANK	9642 042519	9642 - Wrench and Anti-Seize	38.08
WALKER SAND AND GRAVEL	604116	3/4 Roadbase	295.43
Total WASTEWATER EXPENDITURES:			15,719.07
Total WASTEWATER FUND:			15,719.07
WASTEWATER CAPITAL IMPROVE FND WASTEWATER CIP EXPENDITURES			
67-4350-7810 HEADWORKS CONSTR. & EQUIP.			
HDR ENGINEERING, INC.	1200192000	20175 1200192000	8,520.25
RSCI	12	20167 - 12	164,370.85
Total WASTEWATER CIP EXPENDITURES:			172,891.10
Total WASTEWATER CAPITAL IMPROVE FND:			172,891.10
COMBINED CASH FUND			
99-1174-0000 CASH CLEARING-ACCTS.RECEIVABLE			
ARBOR CARE	050719	Tree Permit Refund	50.00
THUNDERSRING NEW DEVELO	050819	Refund Partial invoice 2644	9,604.00
MORTON, KIRSTEN	050719	Seasonal Permit Refund	525.00
PETER WATKINS CONSTUCTION	050819	Invoice Refund	619.68
Total :			10,798.68
Total COMBINED CASH FUND:			10,798.68
Grand Totals:			383,875.50

Vendor Name

Invoice Number

Description

Net Invoice Amount

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes



City of Ketchum

May 20, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Receive and File Treasurer's Monthly Financial Report

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

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

Introduction and History

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

Analysis

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

Financial Impact

There is no financial impact to this reporting.

Attachments

- Attachment A: Monthly Financial Report Charts



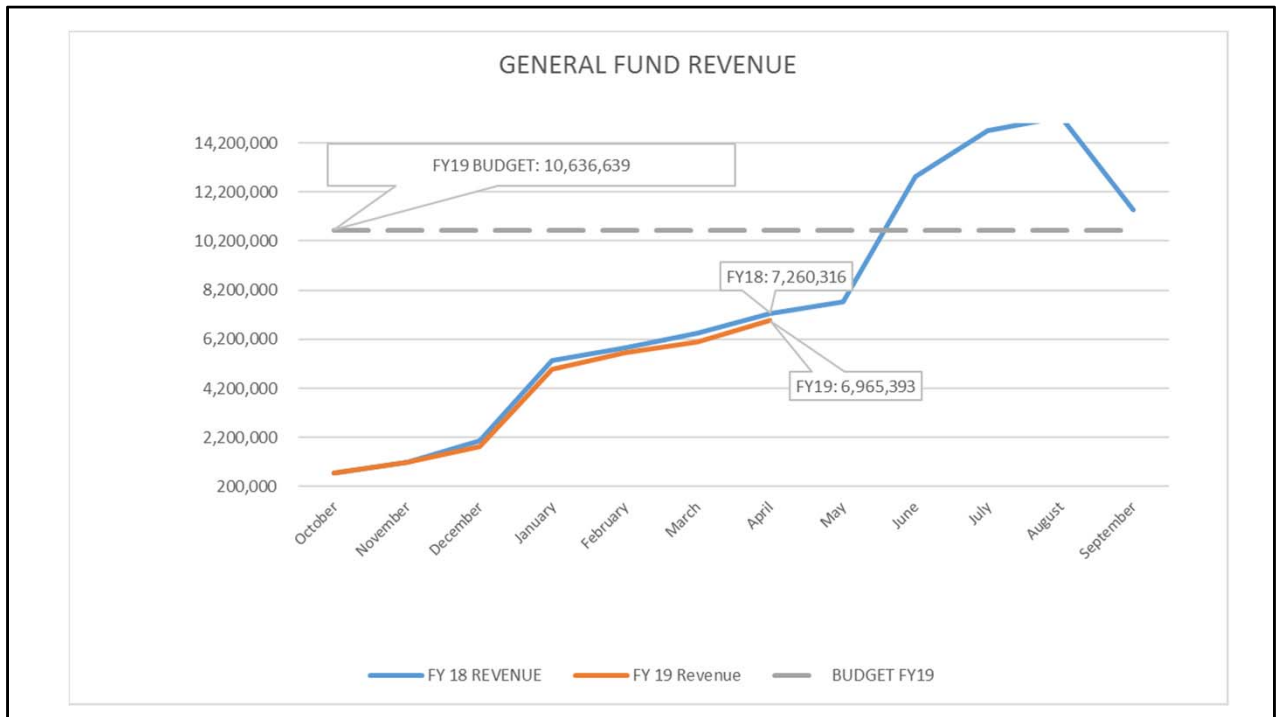
Monthly Financial Reports

As of April 30, 2019

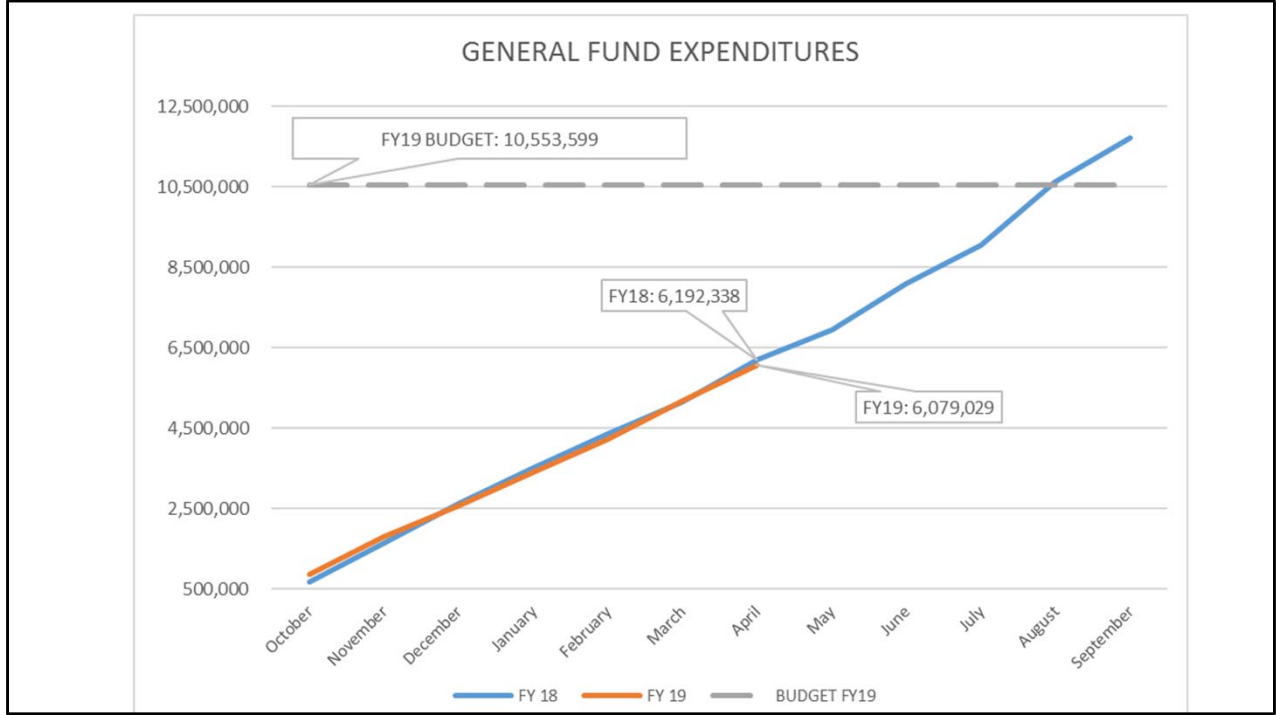
This packet is divided into three sections: (1) General Fund charts (pages 2-13); (2) Original LOT charts (pages 14-18); (3) Enterprise Fund charts (pages 19-23); and Off-Street Parking Lot charts (pages 24-28).

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

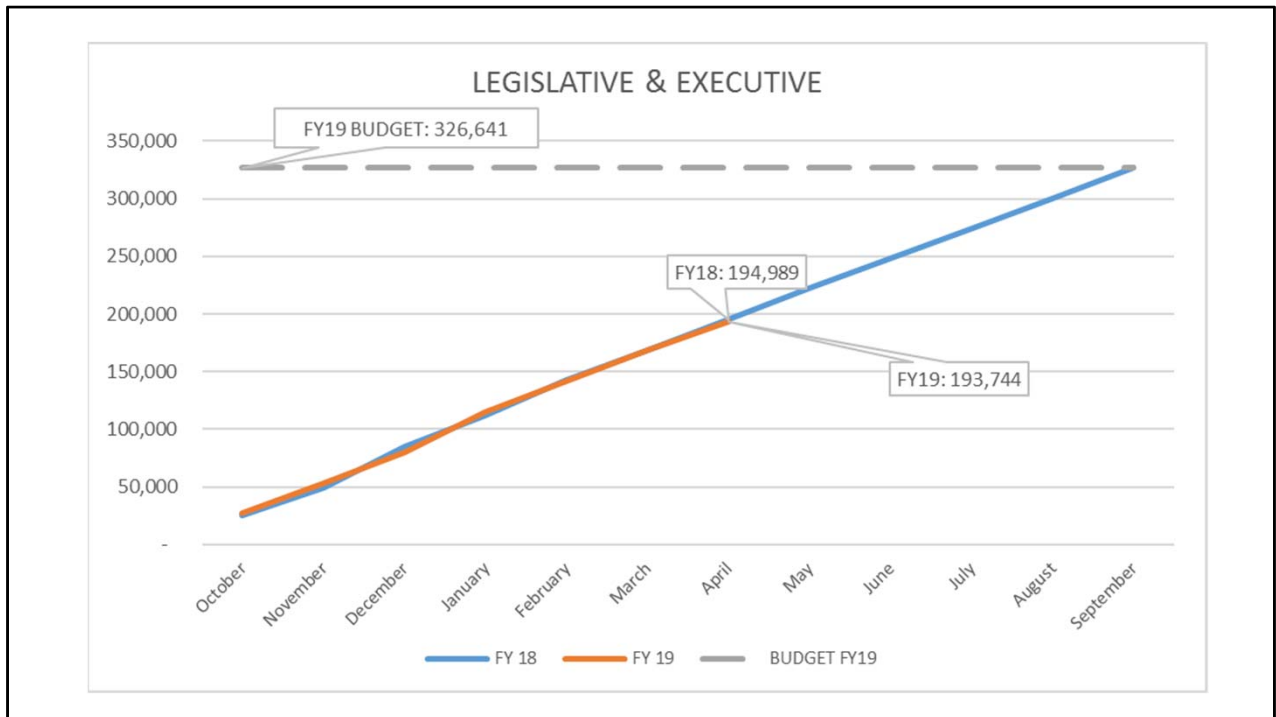
General Fund



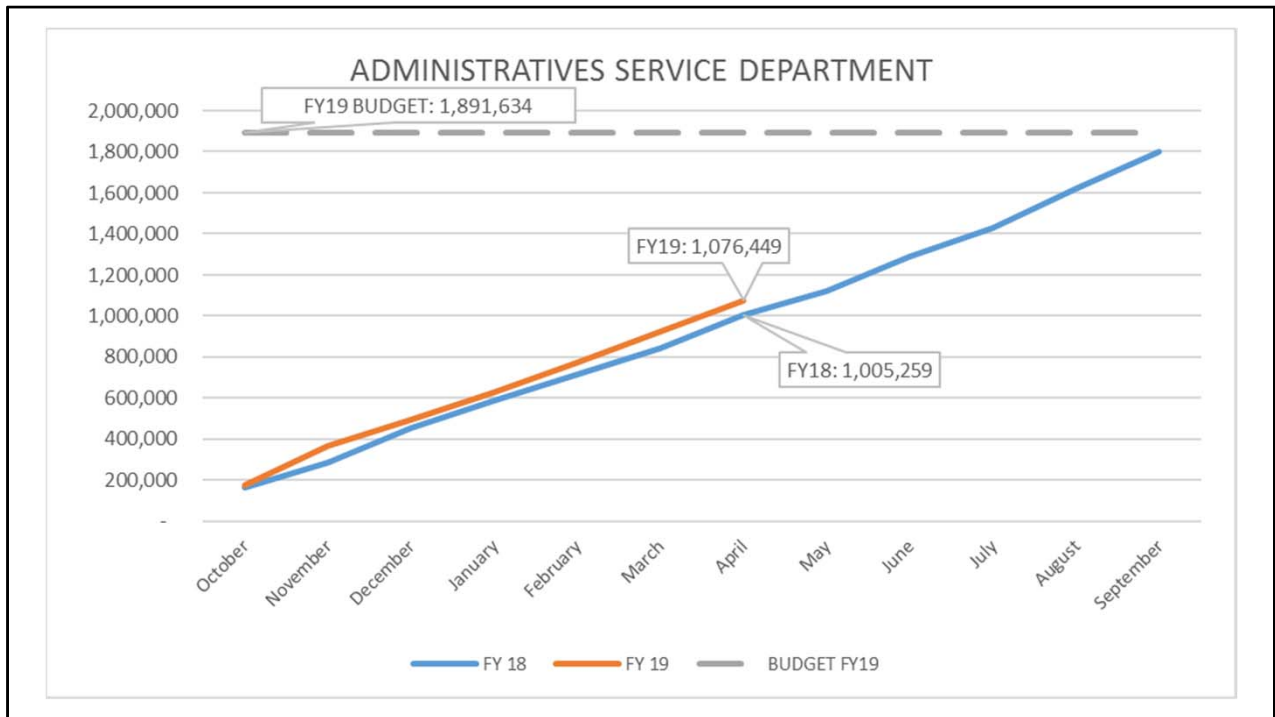
The General Fund revenues are down approximately \$294,923 (4.1%) in FYTD. This decrease is largely due to Planning & Building, licensing, permits and charges for services.



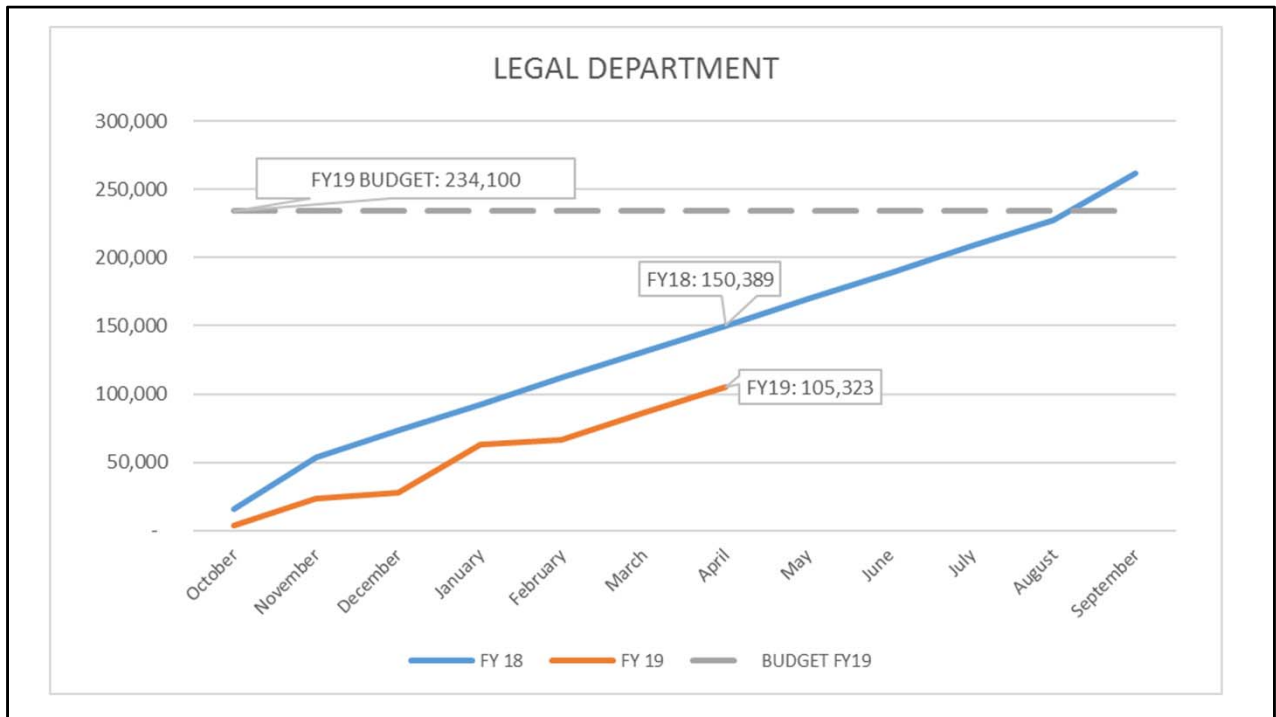
The General Fund expenditures are down \$113,309 (1.8%) FYTD.



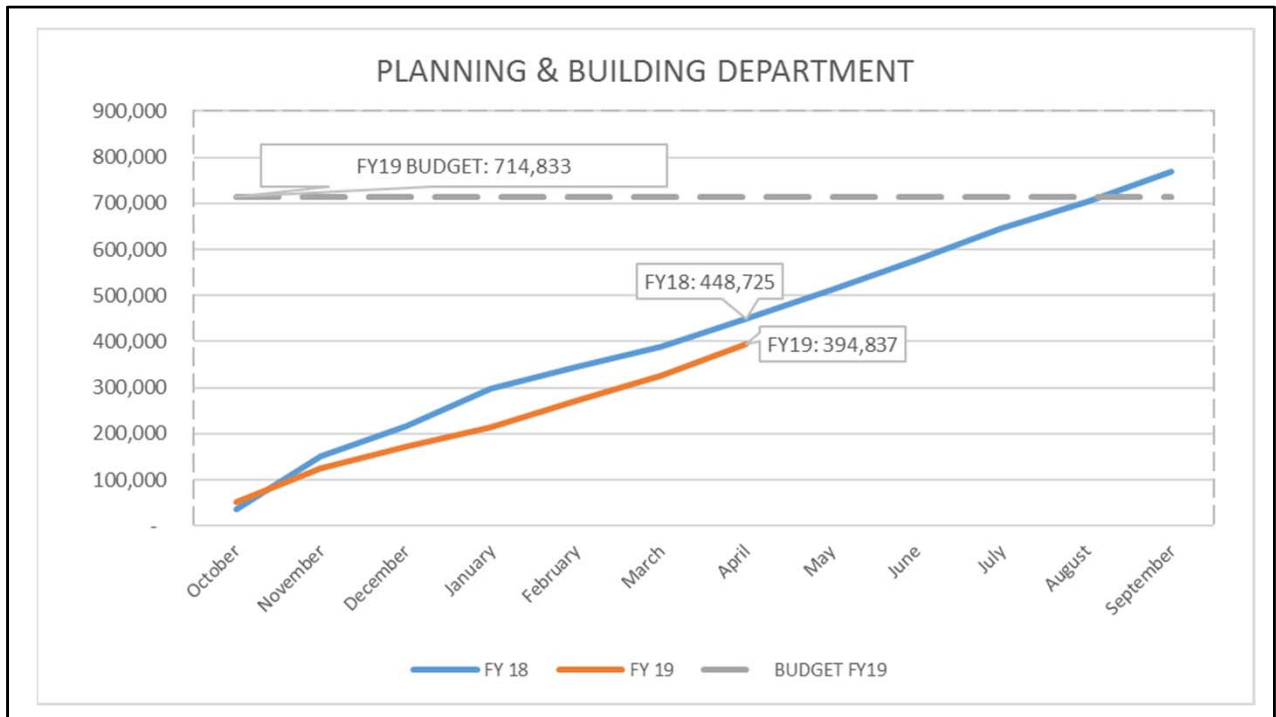
The Legislative & Executive Department expenditures are down \$1,245 (0.6%) FYTD.



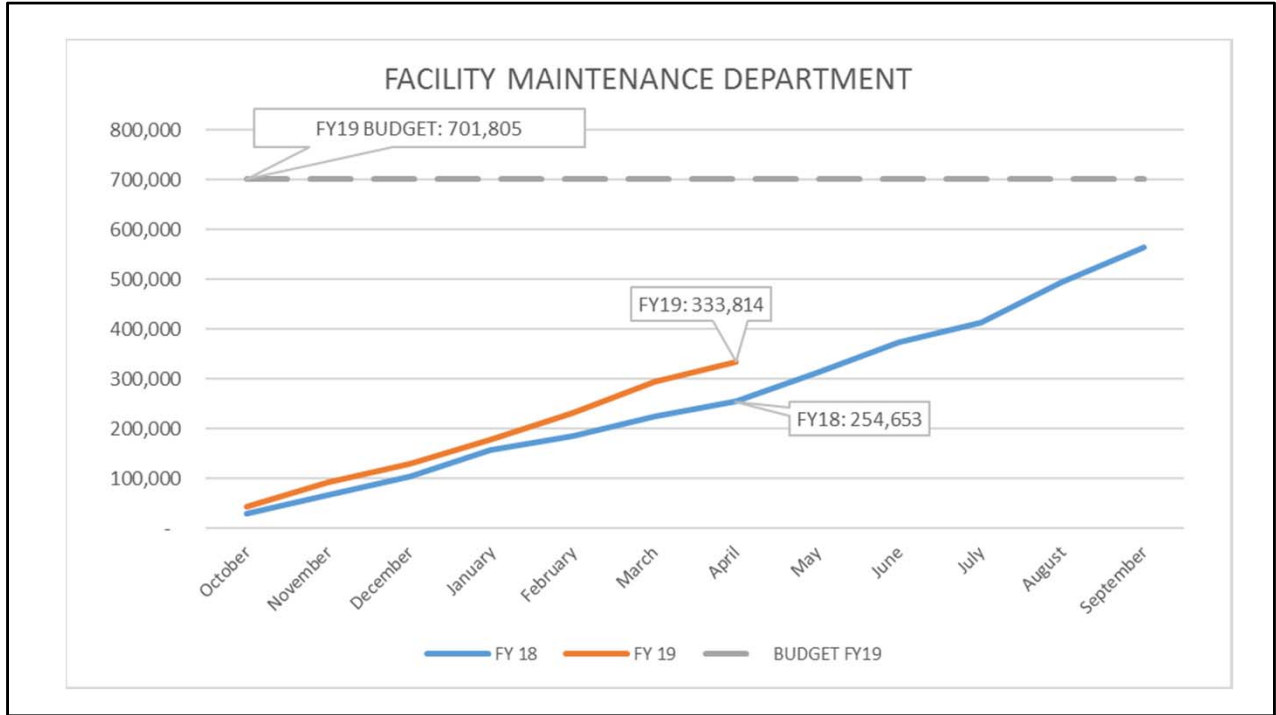
The Administrative Services Department expenditures are up \$71,190 (7.1%) FYTD. This increase is due largely to increased salary and benefit costs.



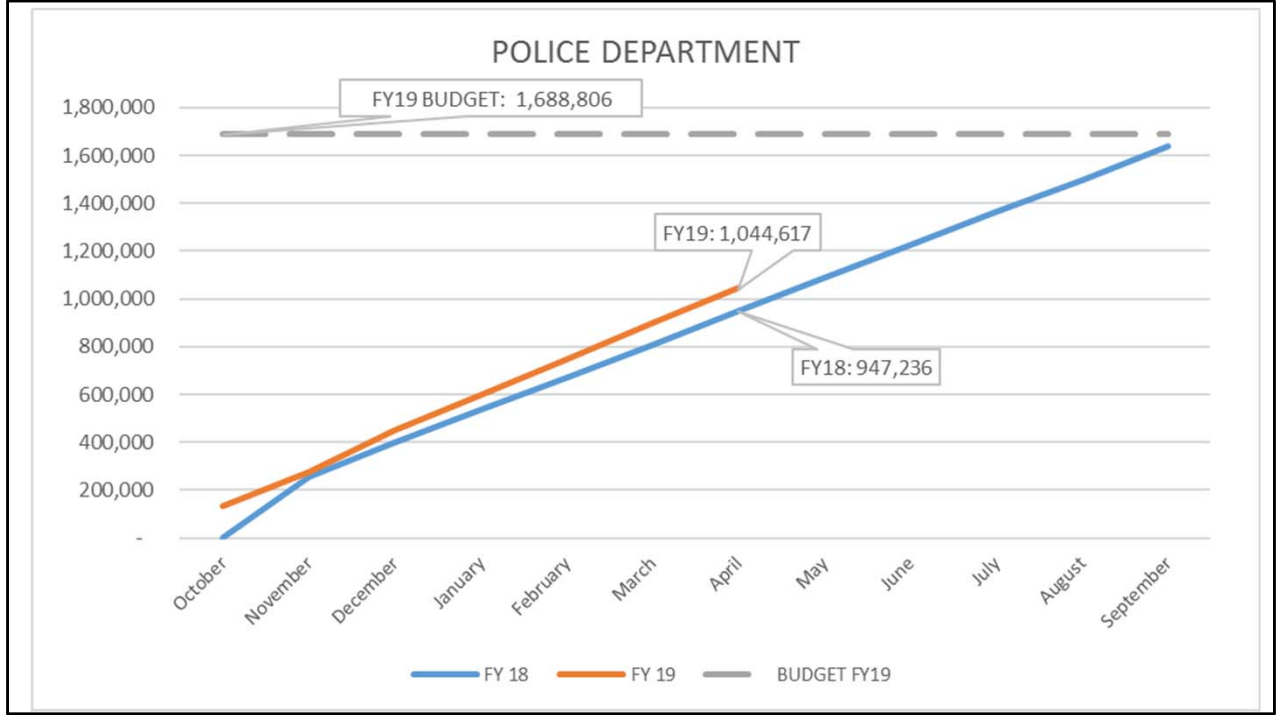
The Legal Department expenditures are down \$45,066 (30.0%) FYTD. This decrease is largely due to the timing of the contract billing with White Peterson relative to the prior year.



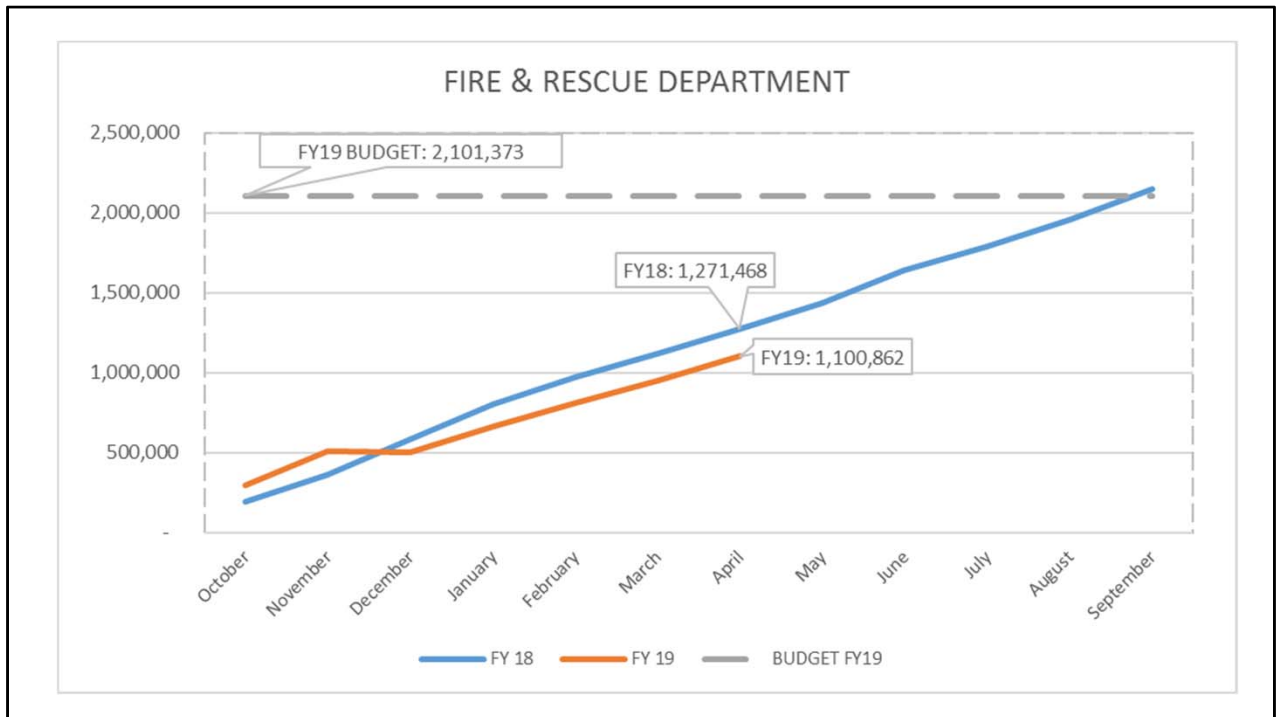
The Planning & Building Department expenditures are down \$53,888 (12.0%) FYTD. This decrease is largely due to payments to the Idaho Division of Building Safety related to permits and plan review. This expenditure decrease corresponds to the lower general fund revenue noted on slide 3.



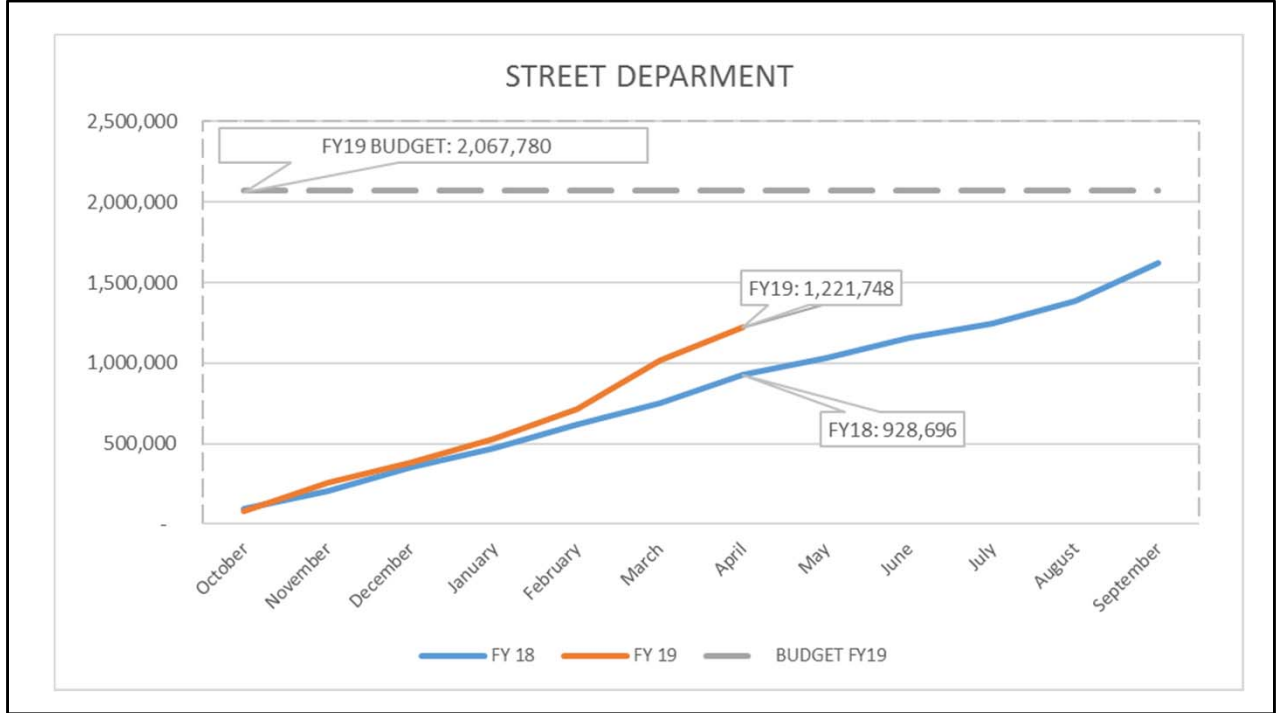
The Facilities Maintenance Department expenditures are up \$79,161 (31.1%) FYTD. This increase is largely due to increased salary and benefit expenditures as the department has filled previously vacant positions. Also, professional service costs for snow removal are greater than last year.



The Police Department expenditures are up \$97,381 (10.3%) FYTD. This increase is due to changes in the Blaine County Sheriff’s Office contract.

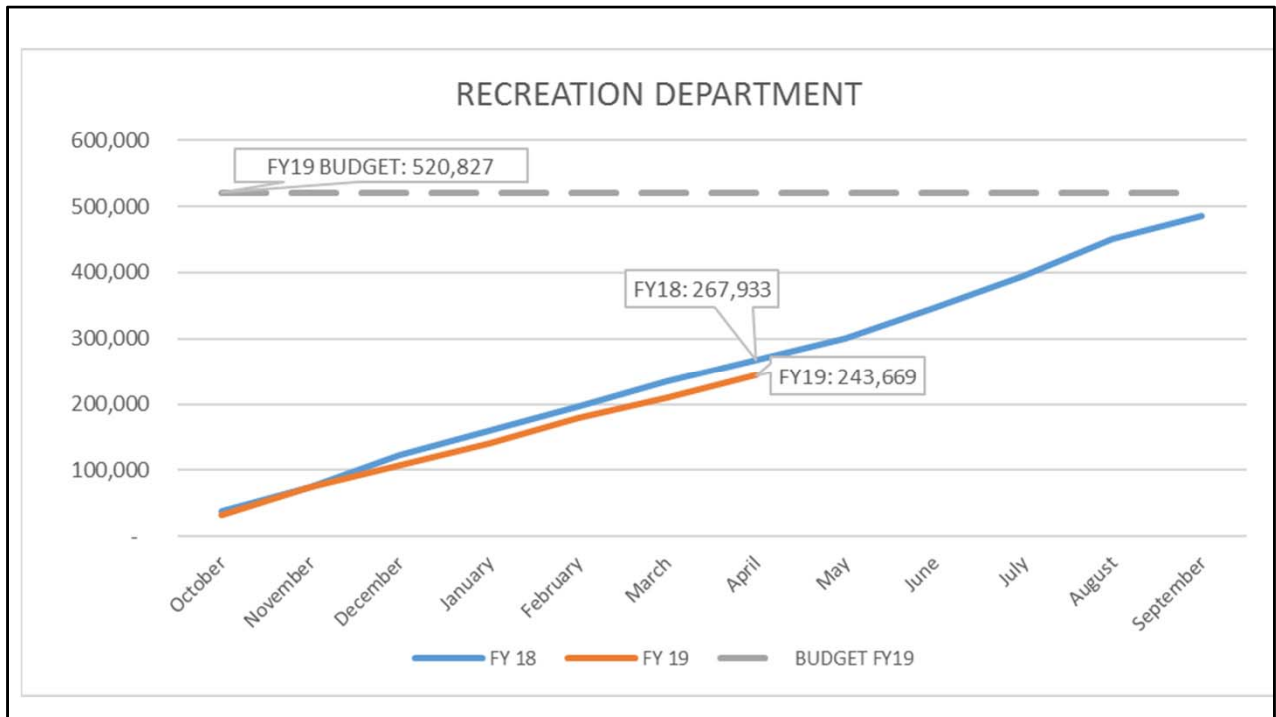


The Fire & Rescue Department expenditures are down \$170,606 (13.4%) FYTD. This decrease is largely due to reduced salary and benefit costs associated with a department vacancy and also the timing of billings from the City of Sun Valley for management services. This decrease is partially one of timing and that component is expected to disappear in the coming months.



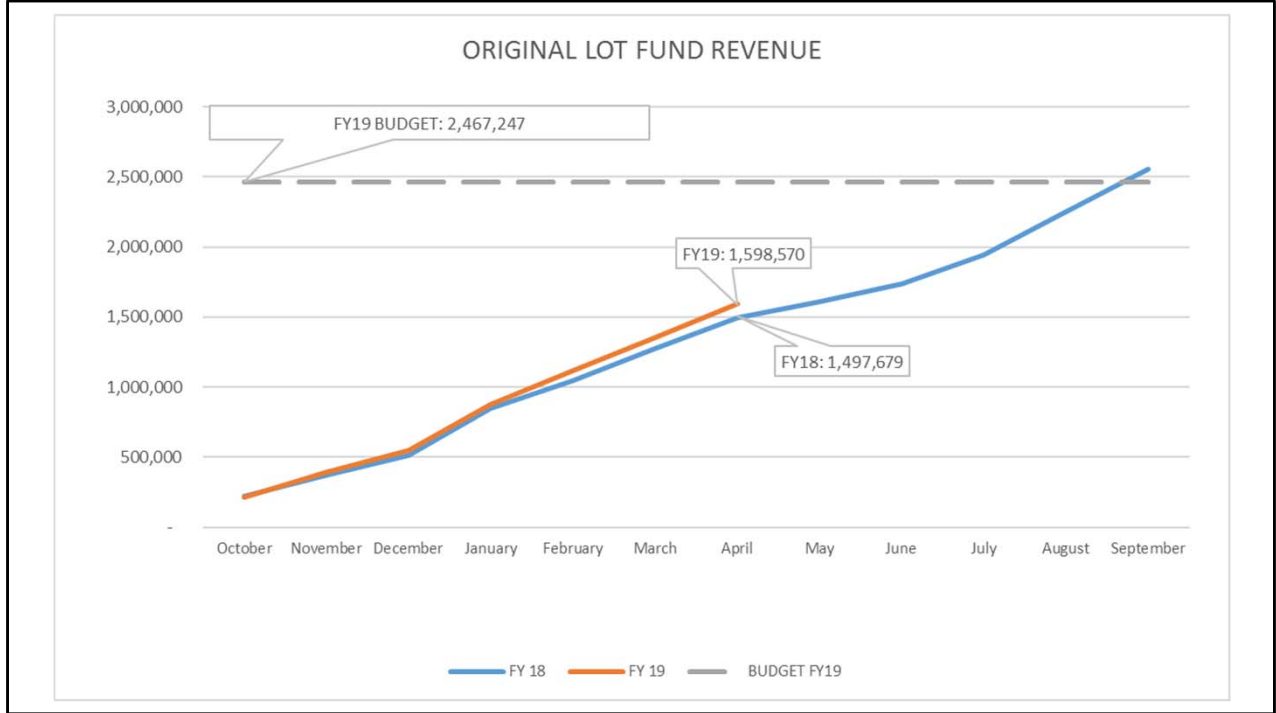
The Streets Department expenditures are up \$293,052 (31.6%) FYTD. This increase is due to:

1. Salary and benefit expenditures as the department has filled previously vacant positions; and
2. Professional service and equipment repair costs for snow removal, which are expected to be approximately \$200,000 over budget.

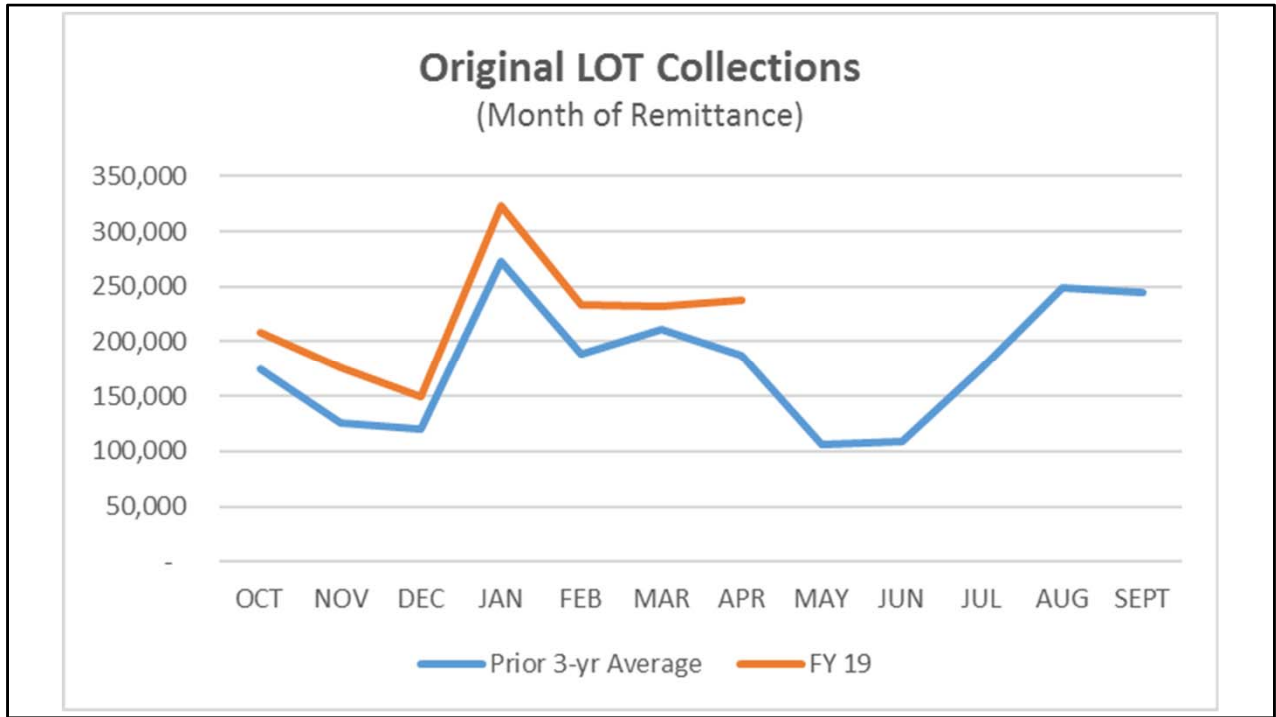


The Recreation Department expenditures are down \$24,264 (9.1%) FYTD. This decrease is largely due to lower salary and benefit costs associated with department vacancies.

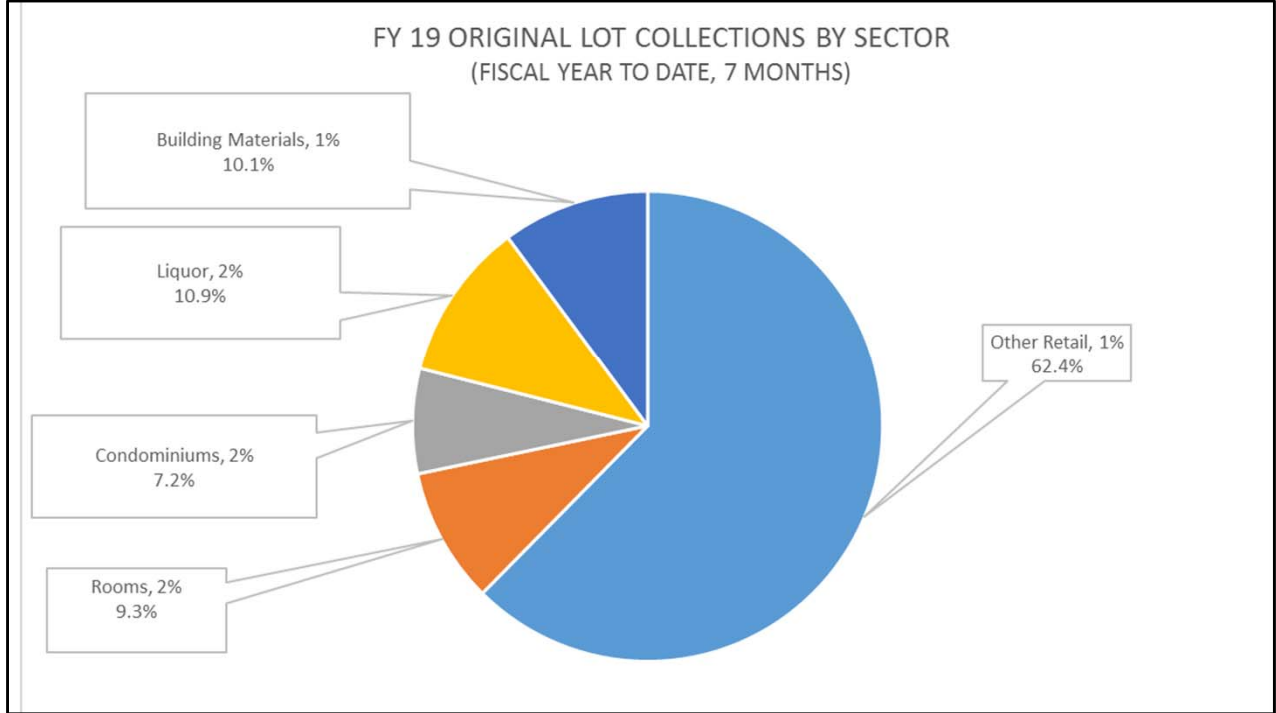
LOT Analysis



Revenue to the Original LOT Fund is up approximately \$100,891 (6.7%) FYTD due to greater tax receipts.

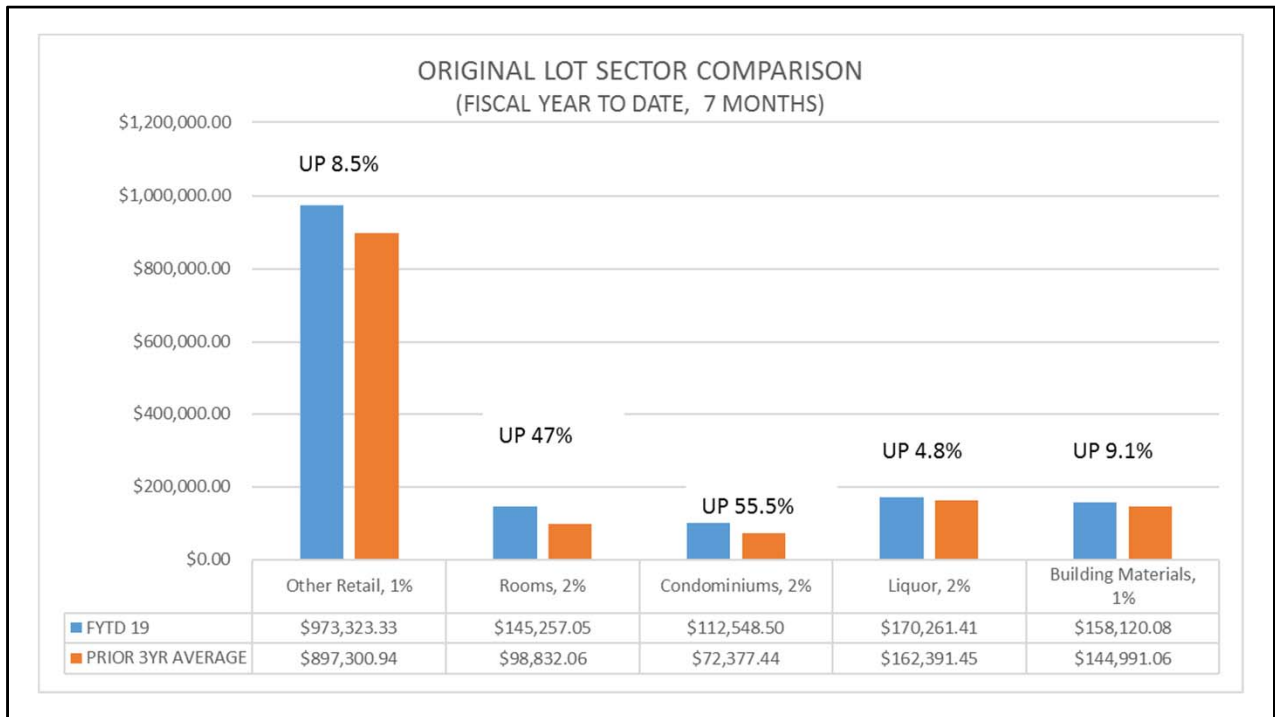


Revenues from Original LOT covered sales are up approximately 11.5% over the average of the prior three years.



To date in FY 19 (7 months), Original LOT collections have been generated by each sector as follows:

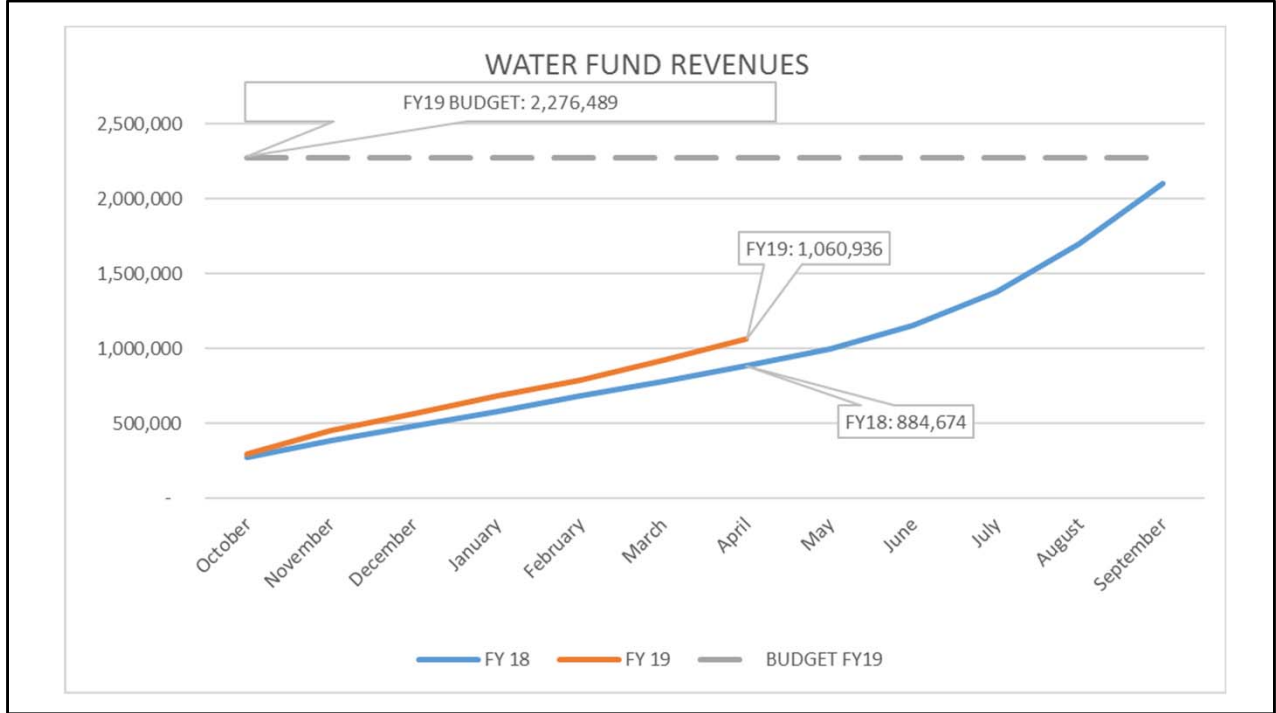
1. Retail has generated 62.4% of the total.
2. Building Materials have generated 10.1%.
3. Liquor has generated 10.9%.
4. Rooms have generated 9.3%.
5. Condominiums have generated 7.2%.



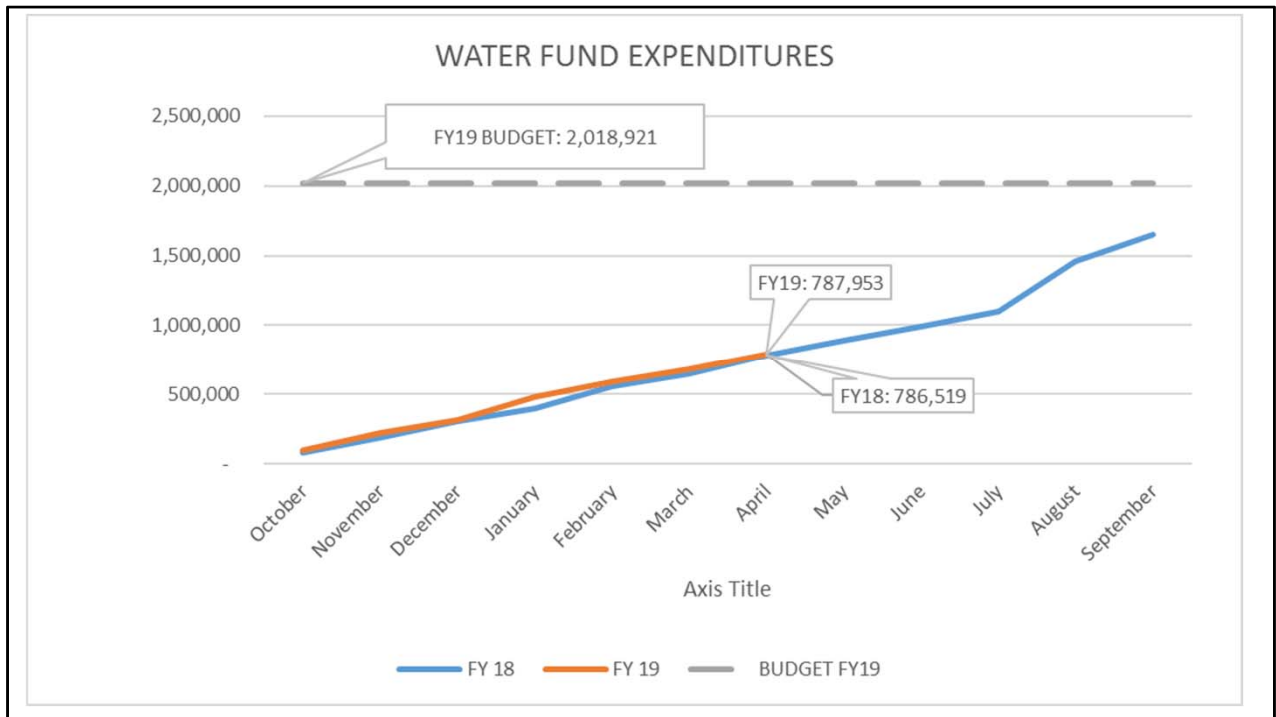
Through the first 7 months of FY 19, collections compared to the prior three year average are as follows:

1. Retail is up 8.5%.
2. Rooms are up 47%.
3. Condominiums are up 55.5%
4. Liquor is up 4.8%.
5. Building Materials are up 9.1%.

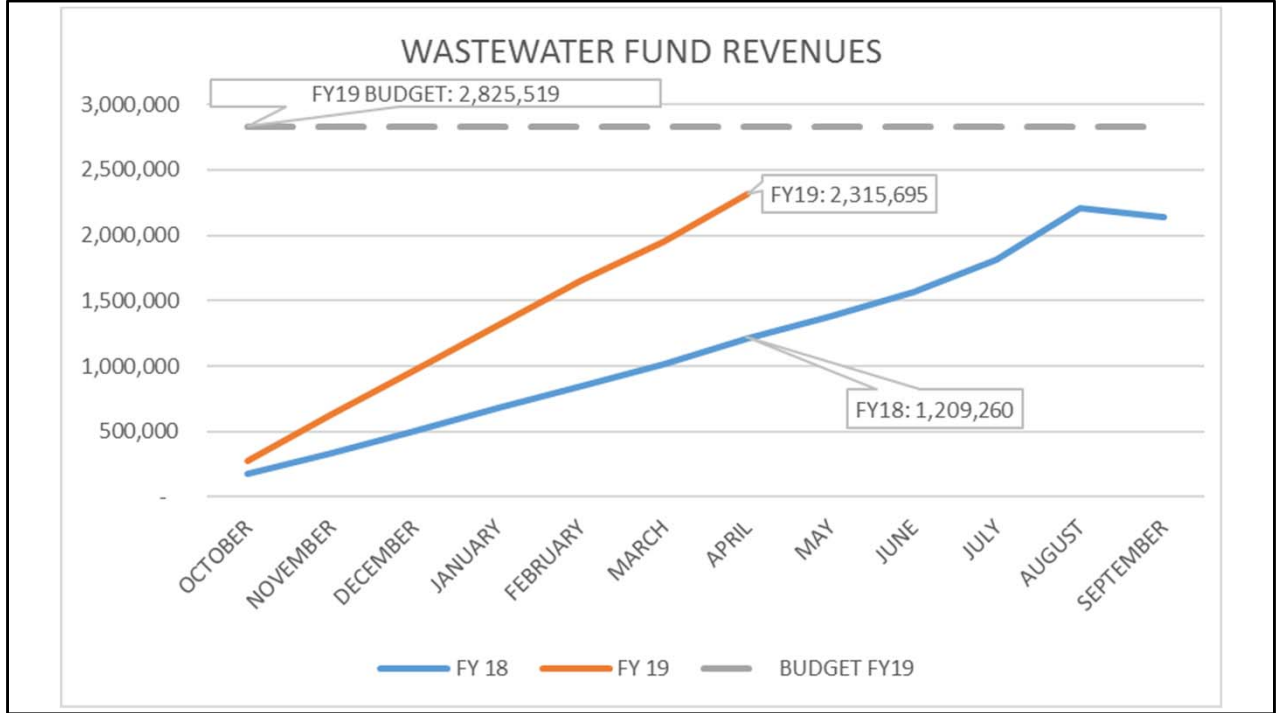
Enterprise Funds



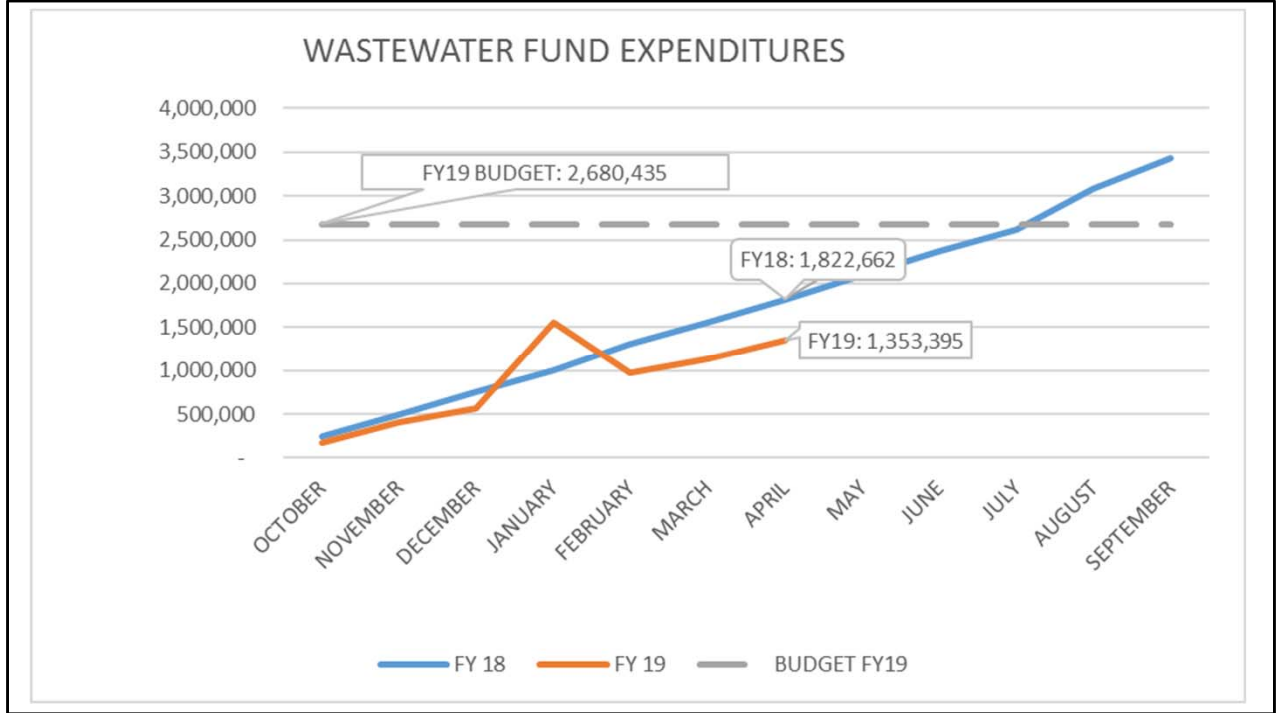
The Water Fund revenues are up \$176,262 (19.9%) FYTD. This increase is due to changes to the water rate structure implemented as part of the FY 19 budget.



The Water Fund expenditures are up \$1,434 (0.2%) FYTD.

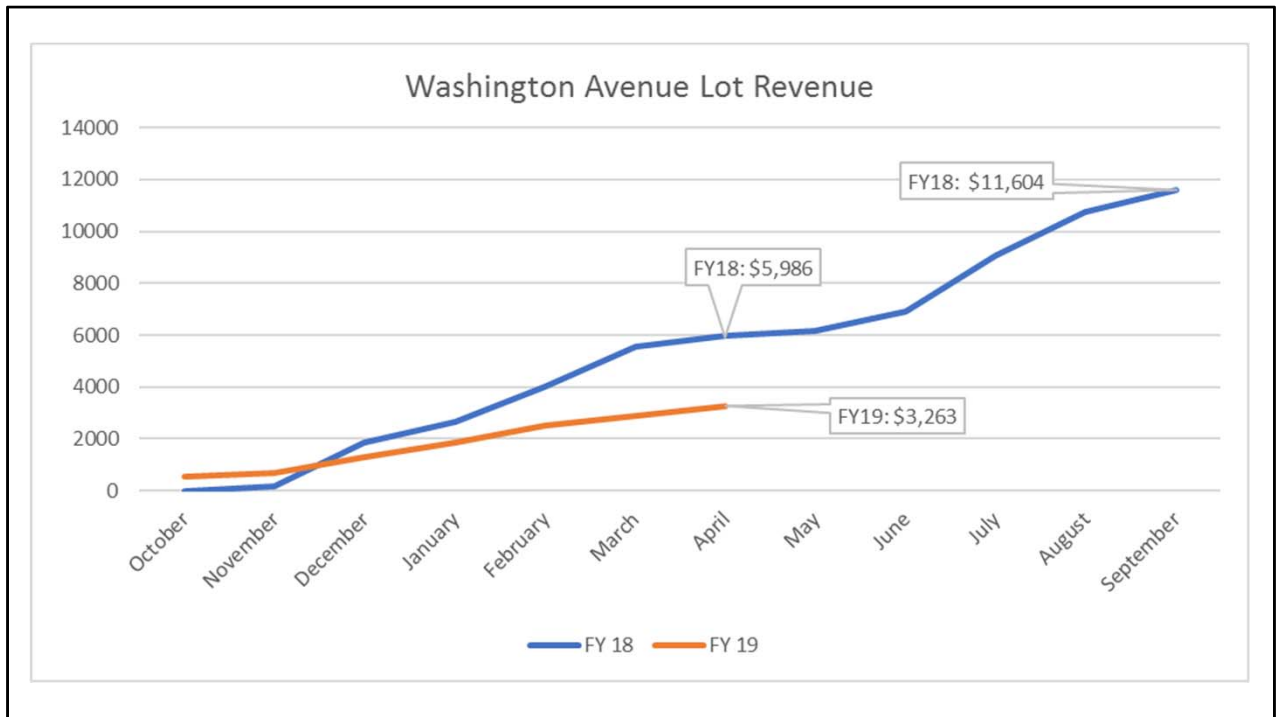


The Wastewater Fund revenues are up \$1,106,435 (91.5%) FYTD. This increase is driven by two factors: (1) Wastewater rate increases included in the FY 19 budget which have added approximately \$282,268 FYTD; and (2) increased reimbursements from the Sun Valley Water and Sewer District related to the Headworks project which have added approximately \$819,222 in revenues FYTD.



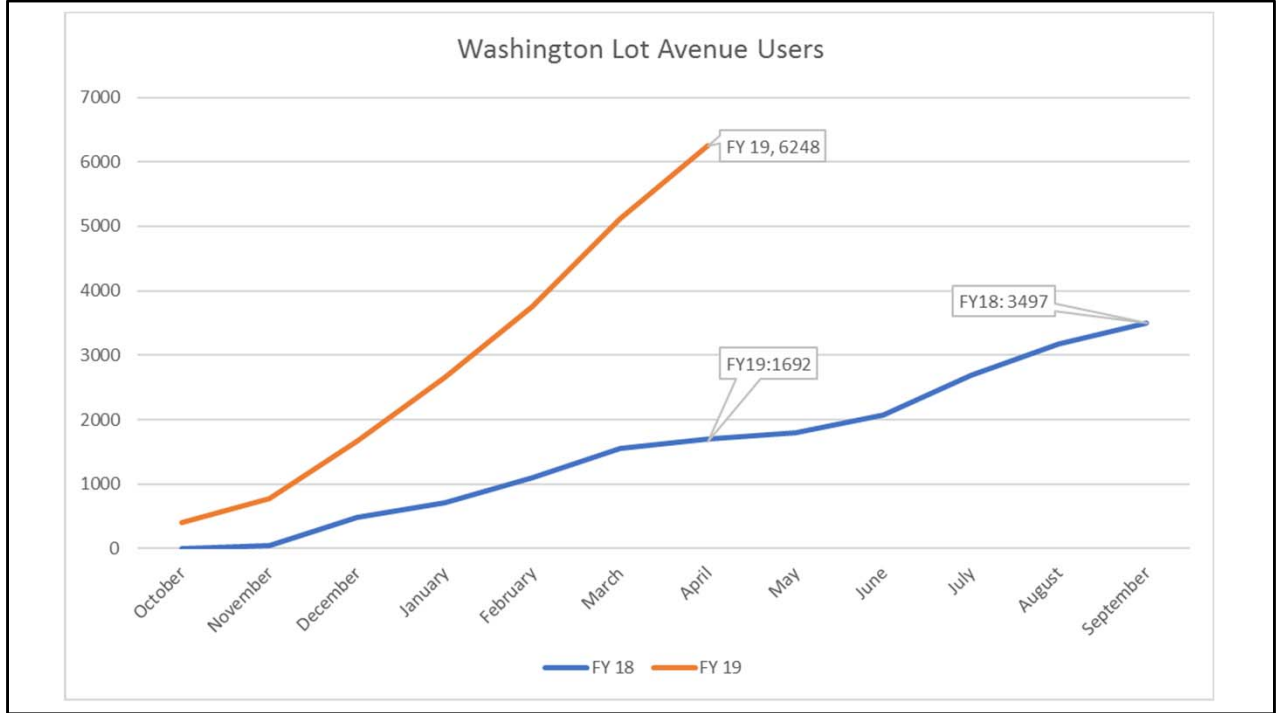
The Wastewater Fund expenditures are down approximately \$469,267 (25.7%) FYTD. The decrease is largely due to vacancies in the department as well as professional services utilization costs.

Off-Street Parking Lots



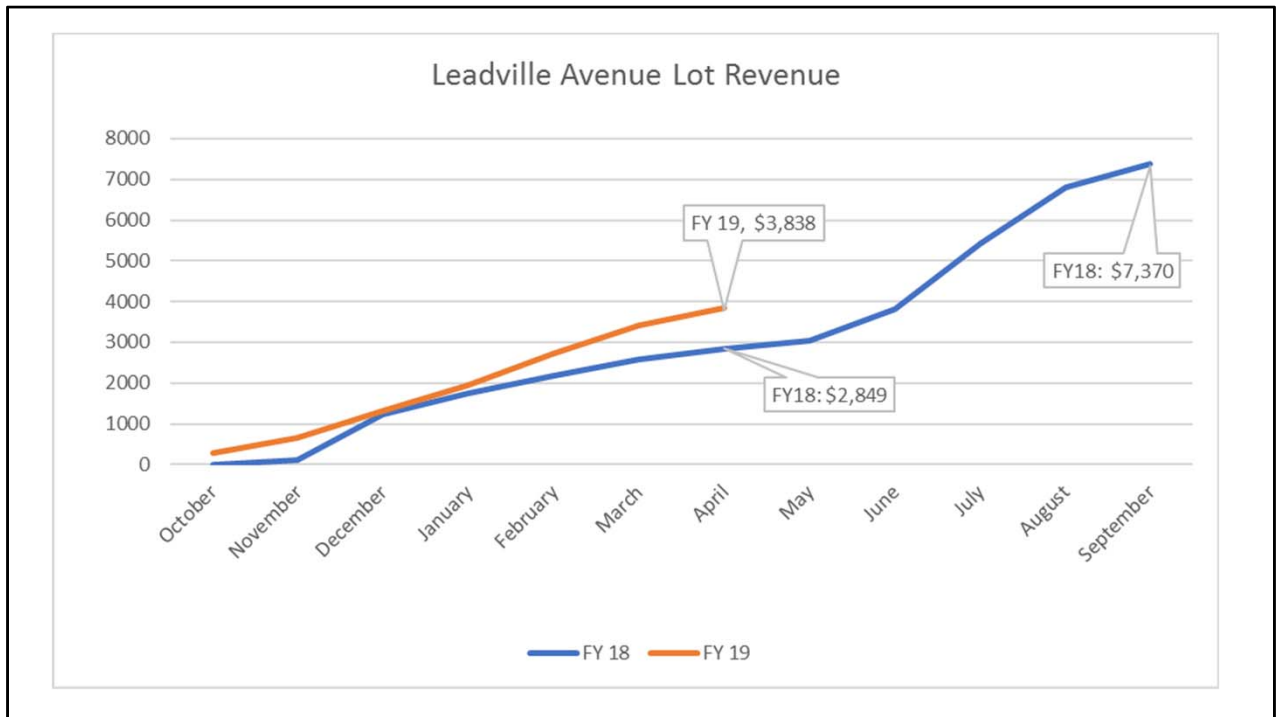
In the fiscal year to date, revenues at the Washington Avenue parking lot are down \$2,723 (45.5%) relative to the prior year. The institution of three hours of free parking per user per day has resulted in a decrease in the average revenue per user from \$3.54 in FY 18 to \$0.52 in FY 19.

It is important to note that the Washington Avenue Lot was not a paid lot until November 17, 2017.



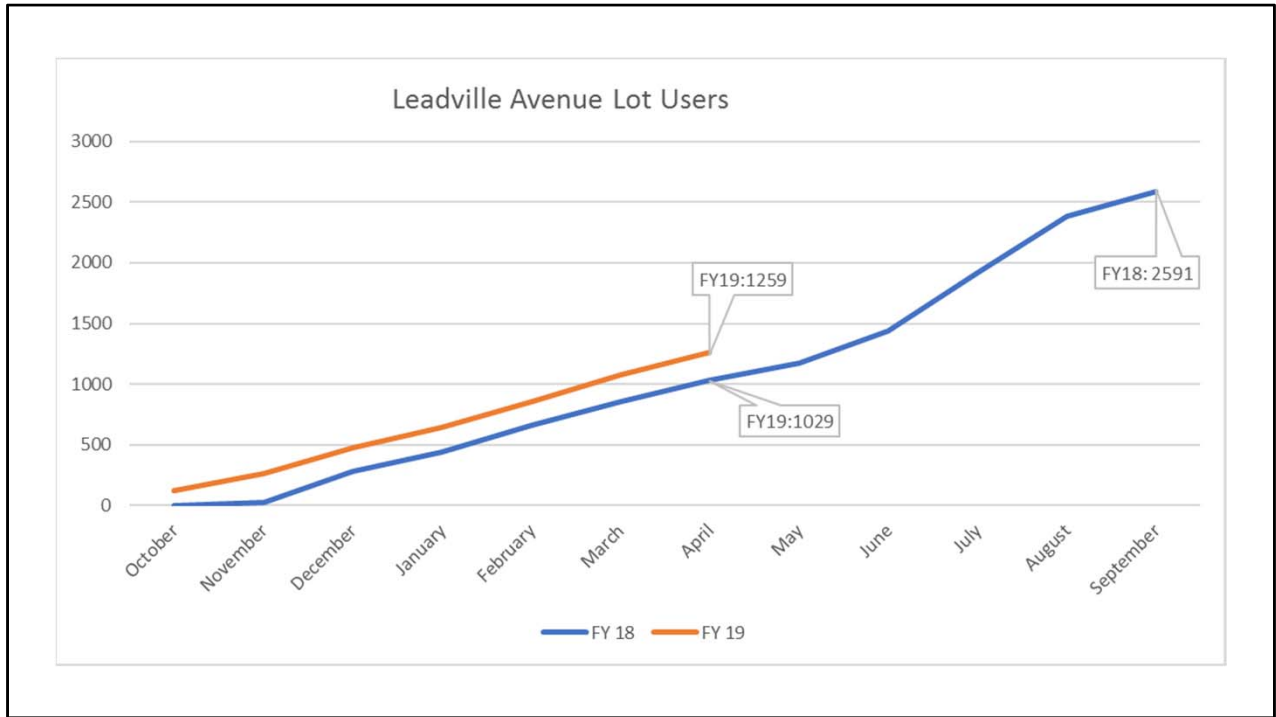
In the fiscal year to date, the number of transactions registered at the Washington Avenue parking lot is up 4556 (269.3%) relative to the prior year. The institution of three hours of free parking per user per day has likely encouraged greater utilization of the lot.

It is important to note that the Washington Avenue Lot was not a paid lot until November 17, 2017, so FY 19 benefits from an additional 1.5 months of measured usage.



In the fiscal year to date, revenues at the Leadville Avenue parking lot are up \$989 (34.7%) relative to the prior year. The average revenue per user has increased from \$2.77 in FY 18 to \$3.05 in FY 19 as a result of modifications to the fee structure.

It is important to note that the Leadville Avenue Lot was not a paid lot until November 17, 2017, so FY 19 benefits from an additional 1.5 months of measured usage.



In the fiscal year to date, the number of transactions registered at the Leadville Avenue parking lot is up 230 (22.4%) relative to the prior year. It is important to note that the Leadville Avenue Lot was not a paid lot until November 17, 2017, so FY 19 benefits from an additional 1.5 months of measured usage.



City of Ketchum

May 6, 2019

Mayor Bradshaw and City Councilors
 City of Ketchum
 Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, Ketchum Kitchens has filed for a new licenses, one is pro-rated for three months and the other is for the year 2019-20, the Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

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

Analysis

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

Financial Impact

- The City of Ketchum will realize revenue of approximately 312.52 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council for 2018-19</u>	<u>Total Amount of Fees</u>
Ketchum Kitchens		X		X		5/20/2019	62.52

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council for 2019-20</u>	<u>Total Amount of Fees</u>
Ketchum Kitchens		X		X		5/20/2019	250

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



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name:	<u>Ketchum Kitchens LLC</u>	Doing Business As: <u>Ketchum Kitchens</u>
Physical Address where license will be displayed:	<u>451 4TH ST E, KETCHUM</u>	
Mailing Address:	<u>PO Box 2197, Ketchum</u>	
Recorded Owner of Property:	<u>Giacobbi Sq</u>	
Applicant Phone Number:	<u>208 726 1989</u>	Applicant Email: <u>JohnMelin@gmail.com</u>
STATE LICENSE NO:	<u>26041</u> (copy required)	COUNTY LICENSE NO: (copy required)
Corporation: <input type="checkbox"/>	<u>LLC</u> <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>John Melin · 501 Broadway Blvd</u> <u>Ketchum, ID 83340</u> <u>Whitney Melin · 209 Alturas Dr</u> <u>Hailey, ID 83333</u>
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
	Draft or Bottled or Canned Beer to be consumed on premises	\$ 200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00 <u>12.51</u>
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$ 200.00
	Wine, NOT to be consumed on premises	\$200.00 <u>50.01</u>
LIQUOR LICENSE FEES		
	Liquor by the Drink, Note; Liquor License Fee includes Wine	\$560.00
Total Fees Due		\$ <u>62.52</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

[Signature]

CEO

Applicant Signature

Relation to Business

5/9/2019

Date

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20__.

[Signature]

Notary Public or City Clerk or Deputy

OFFICIAL USE ONLY		
Date Received: <u>5-9-19</u>	License Fee Paid: <u>\$102.52</u>	License No: <u>88A</u>
To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of <u>August 1, 19</u> - <u>July 31, 19</u> . <u>May</u>		
Approved by City of Ketchum Idaho by;		
_____ Mayor		

May 20, 19



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: <u>Ketchum Kitchens, LLC</u>	Doing Business As: <u>Ketchum Kitchens</u>	
Physical Address where license will be displayed: <u>451 4th ST E</u>		
Mailing Address: <u>PO Box 2197, Ketchum, ID 83340</u>		
Recorded Owner of Property: <u>Giacobbi Square</u>		
Applicant Phone Number: <u>208-726-1989</u>	Applicant Email: <u>johnmelin@gmail.com</u>	
STATE LICENSE NO: <u>216041</u> (copy required)	COUNTY LICENSE NO: _____ (copy required)	
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> <u>LLC</u> <input checked="" type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>John Melin - 501 Broadway Blvd</u> <u>Ketchum, ID 83340</u> <u>Whitney Melin - 209 Alturas Dr</u> <u>Hailey, ID 83333</u>	
BEER LICENSE FEES		
	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00 <u>X</u>
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00 <u>X</u>
LIQUOR LICENSE FEES		
	Liquor by the Drink, <i>Note; Liquor License Fee includes Wine</i>	\$560.00
Total Fees Due		\$ <u>250.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

[Signature]

CEO

Applicant Signature

Relation to Business

5/9/2019

Date

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20__.

[Signature]

Notary Public or City Clerk or Deputy

OFFICIAL USE ONLY		
Date Received: <u>5-9-19</u>	License Fee Paid: <u>5 250</u>	License No: <u>88A</u>
To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of August 1, <u>19</u> - July 31, <u>20</u> .		
Approved by City of Ketchum Idaho by;		
_____ Mayor		

May 20, 19



City of Ketchum

May 20, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order 20343 With Doug Niedrich for Tree Purchase and Planting

Recommendation and Summary

Staff is recommending the council approve Purchase Order 20343 with Doug Niedrich and adopt the following motion:

“I move to approve Purchase Order 20343 with Doug Niedrich for the purchase and planting of five (5) Colorado Spruce trees at the wastewater treatment plant in the amount of \$6,000.00.”

The reasons for the recommendation are as follows:

- The trees are to replace the landscaping removed for construction of the new headworks building at the wastewater treatment facility.
- The trees act as a natural screen to conceal the industrial type appearance of the treatment plant.
- The neighbors were assured the landscaping would be returned, as close as possible, to its original condition upon completion of the building construction.

Introduction and History

The wastewater treatment facility is surrounded by landscaping and fencing to provide visual and security barriers. Landscape and fence removal were necessary for construction of the new headworks building at the wastewater treatment facility. The fencing will be replaced as part of the construction contract, but replacement of the landscaping was taken out of the contract and assumed by the City.

Analysis

Quotes for the necessary replacement trees were received from three local vendors as follows:

Doug Niedrich	\$6,000.00
Sun Valley Garden Center	\$6,175.00
Webb Landscape	\$9,761.00

The low bid from Doug Niedrich is being recommended for purchase.

Financial Impact

Funds for replacing the trees will come from the capital improvement construction line item of the Wastewater Expenditures Budget. As a capital improvement expenditure, this expense will be shared equally with the Sun Valley Water and Sewer District.

Attachments:

Purchase Order 20343

Bid – Doug Niedrich

Bid – Sun Valley Garden Center

Bid – Webb Landscaping

Mick Mummert

From: Doug Niedrich <doug@quikcamo.com>
Sent: Monday, April 29, 2019 3:03 PM
To: Mick Mummert
Cc: Jeff Vert
Subject: Spruce bid

Mick and Jeff,
Per conversation price for 16 to 18 foot Colorado spruce \$50 per foot +50% of cost of tree to deliver & plant. Includes one-year guarantee with irrigation irrigation.

Thanks
Doug Niedrich
208-720-2088

	<u>Qty</u>	<u>Description</u>	<u>Cost</u>	<u>Extended</u>
	5	16' Colorado Spruce	\$800.00	\$4,000.00
Sent from my iPhone	5	Delivery & Planting	\$400.00	\$2,000.00
				<hr/> \$6,000.00

SUN VALLEY GARDEN CENTER

For All the Pleasures of Home and Garden

Jeff Vert:Waste water plant
110 River ranch Rd.
208-450-9919

(5) 16' Colorado spruce @ \$1,100.00 less 15%	\$935.00	\$4,675.00
Labor to plant 5@\$300.00		\$1,500.00
		Tax Exempt
	Total:	\$6,175.00

Webb Landscape, Inc.
162 Glendale Rd
Bellevue, ID 83313



Office: 208-726-4927
Fax: 208-726-4767
www.webbland.com

ESTIMATE

To: City of Ketchum

Date: April 29, 2019
Phone:
Fax:
Email:

Re: Treatment Plant Tree Planting

2	18' Colorado Spruce planted	\$ 2,092.00	\$	4,184
3	16' Colorado Spruce planted	\$ 1,859.00	\$	5,577

Total \$ 9,761.00

Thank You,
Sharon Storey
Project Manager

JOB TOTAL, ESTIMATED: \$ 9,761.00



City of Ketchum
City Hall

Purchase Order

Number: 20343
Date: 5/20/2019

Vendor: Doug Neidrich

Quote Ref: Attached Bid

Quantity	Item # / SKU	Description	Item Cost	Total Cost
5		16' Colorado Spruce		\$4,000
5		Delivery & Planting		\$2,000
			Total	\$6,000

The City of Ketchum is a tax-exempt political subdivision of the State of Idaho.

Please confirm this City of Ketchum Purchase Order with Grant Gager, Director Finance & Internal Services, at ggager@ketchumidaho.org or (208) 726-3841.

Please Ship Above Listed Items to:

City of Ketchum
Attn: Mick Mummert
110 River Ranch Rd.
Ketchum, ID 83340

Order Submitted By:

Mayor Neil Bradshaw



City of Ketchum

May 20, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve chip seal oil purchase and distributor service

Recommendation and Summary

Staff respectfully recommends the City Council approve award of a purchase order to Idaho Asphalt for chip seal oil, including freight and distribution services, at a rate of \$547.05 per ton using the following motion:

"I move to approve Purchase Order 20344 in the amount of \$547.05 per ton and authorize the Mayor to sign the Purchase Order."

Introduction and History

The acquisition of chip seal oil supports the City's upcoming summer street's maintenance program (Chip Sealing). The oil contract consists of providing oil, freight and distributing the chip seal oil on the road surface. The selected vendor will work with City staff through the program. City staff hauls, rolls, and sweeps the chips while also providing traffic control, clean up, and project coordination.

Chip Seal dates for this year are anticipated to be August 12th through 15th. The City anticipates chip sealing Warm Springs Rd from Sixth St. to Saddle Rd, Saddle Rd and the North side of Warm Springs Road residential from East Canyon to Sage. (see attached for more details).

Analysis

Pursuant to Section 67-2803(1) of the Idaho Statutes allows cities to "piggyback" on bids provided to other political subdivisions of the state. The proposed purchase order price is the same as a bid awarded to Idaho Asphalt by Power County, Idaho, on February 11, 2019. For reference, in 2018, the City paid \$472.35 per ton.

Financial Impact

The City expects to use approximately 125 tons of oil this year, resulting in an anticipated total expenditure of approximately \$68,381. This program, including chip seal oil, is part of the Streets Department's maintenance and improvements line item and is included in the budget.

Attachments

- Attachment A: Map of 2019 chip seal work
- Attachment B: Idaho Asphalt purchase order

Brian Christiansen
Director of Streets and Facilities

PO 20344



City of Ketchum

The Ketchum Streets Department will be chip sealing city streets in August as weather permits. Chip sealing is a very important part of our street maintenance program and one of the most cost effective ways to help maintain the integrity of our streets and help minimize potholes. Without chip sealing, the streets would quickly deteriorate to the point of reconstruction. If you live or have a business on one of the streets scheduled to be treated, please turn off your sprinklers the day your street is scheduled. Wet roads cause the process to be ineffective. Traffic delays will be kept to a minimum.

PLEASE REMOVE AUTOMOBILES AND OTHER VEHICLES OR EQUIPMENT PARKED ON THE STREET OR RIGHT-OF-WAY PRIOR TO ITS SCHEDULED CHIP SEAL DATE. VEHICLES THAT ARE NOT REMOVED WILL BE TOWED.

Questions or concerns? Contact Brian Christiansen, Director of Streets & Facilities at (208) 726-7831 or bchristiansen@ketchumidaho.org.

<u>Street Name</u>	<u>Day</u>	<u>Tons</u>	<u>Total</u>	<u>Spray Rate</u>
Warm Springs Rd- Sixth to Bridge	Mon Aug 12th	24		0.4
Skiway-WSRD North	Mon Aug 12th	1		
Simpson	Mon Aug 12th	4.7		
Turf	Mon Aug 12th	2		
			31.7	
Saddle Rd- Warm Springs to Spur	Tues Aug 13th	24		
Belmont	Tues Aug 13th	5.7		
Short Swing	Tues Aug 13th	3.7		
			33.4	
Sage	Wed Aug 14th	12.5		
Huffman	Wed Aug 14th	6.4		
Hillside	Wed Aug 14th	11		
Wanderers Way	Wed Aug 14th	3		
			32.9	
Penny	Thurs Aug 15th	5.3		
Dollar	Thurs Aug 15th	5.3		
Canyon Run	Thurs Aug 15th	17		
			27.6	
		TOTAL	125.6	



City of Ketchum
City Hall

Purchase Order

Number: 20344
Date: 5/20/2019

Vendor: Idaho Asphalt Supply Inc.
Box 941
Blackfoot, UF 83221-0941

Quote Ref:

Quantity	Item # / SKU	Description	Item Cost	Total Cost
1	125 Tons	Per 1 Ton of Oil for chip seal, including freight & distribution	\$547.05	\$68,381.25
Total				\$68,381.25

The City of Ketchum is a tax-exempt political subdivision of the State of Idaho.

Please confirm this City of Ketchum Purchase Order with Grant Gager, Director Finance & Internal Services, at ggager@ketchumidaho.org or (208) 726-3841.

Mayor, Neil Bradshaw



Power County Highway District

Tel 208.226.2661
Fax 208.226.5246

3090 Lamb Weston Rd.
PO Box 513
American Falls, ID
83211

pocohwy@co.power.id.us

February 12, 2019

Idaho Asphalt Supply, Inc.
Adam Ackerman
P.O. Box 50538
Idaho Falls, Idaho 83405-0538

Dear Adam,

Thank you so much for submitting your Road Oil Bid to the Power County Highway District. We are pleased to announce that you are the successful bidder this year. As always we appreciated your submission and look forward to working with you this year.

Sincerely,

A handwritten signature in cursive script that reads "Gina M. Glascock".

Gina M. Glascock
District Clerk
pocohwy@co.power.id.us

Robert N. Wetzel
Commissioner

Wade Povey
Chairman

Gilbert Hofmeister
Commissioner



ASPHALTS



ROAD OILS

P.O. Box 941, Blackfoot ID 83221-0941
Phone: (208) 785-1797 Fax: (208) 785-1818

BUYER: KETCHUM, CITY OF

DATE: 4/25/2019

ATTN: Brian Christiansen

PROJECT #:

STREET ADDRESS OR SITE:

P.O. BOX 2315
Ketchum, ID 83340

PROJECT: Year 2019 Road Oils

DATE OF BID LETTING: February 11, 2019

IAS CONTRACT No: 27110

PRODUCT	QUANTITY (Tons)	UNIT PRICE Excluding Sales Tax	Effective Thru	FREIGHT	F.O.B.
CRS-2R	120.00	\$475.00	10/31/2019	\$36.05	Blackfoot
DISTRIBUTOR SERVICE \$1,500.00 Minimum Charge		\$36.00/TON or \$250.00/HR (Whichever is Greater)			

Special Contract Provisions:

Pricing "piggybacks" awarded offering to the Commissioners of Power Co. HWD on February 11, 2019. Payment terms are NET 15th; payment is due the fifteenth of the month following delivery.

- 1> All products will conform to the the Idaho Transportation Department specifications.
- 2> Idaho Asphalt Supply, Inc. / Peak Asphalt, LLC reserves the right to ship from any supply facility on a freight equalized basis.
- 3> This price acknowledgement is made expressly subject to the terms and conditions of the Idaho Asphalt Supply, Inc. / Peak Asphalt, LLC standard purchase agreement.
- 4> Freight will be invoiced separately by a common carrier.
- 5> Freight is subject to a fuel surcharge at time of delivery.
- 6> The above prices on the above quantities are valid for 5 (five) days from the date of this acknowledgement and if they are accepted within the stated period will remain effective thru the 2019 season.

Miscellaneous incidental charges are as follows:

All prices based on a 30 ton minimum. Full freight to destination and 1/2 freight charges will be assessed on returned product. No credit will be given for anti-strip or diluted materials. Unloading time: 3.00 hours, free then 100.00 per hour thereafter. Overnight holdover: 350.00 per night. Restocking fee for returned product: 250.00. Equipment charge for job-site pump-off, flat fee per occurrence (no polymer modified asphalts): 150.00.

Thank you for giving us the opportunity to prepare this bid.

Adam Ackerman
Adam Ackerman
Idaho Asphalt Supply, Inc.

Accepted By: _____ Firm: KETCHUM, CITY OF Date: _____



IDAHO ASPHALT SUPPLY, INC.

ASPHALTS * ROAD OILS
P.O. Box 50538 Idaho Falls, Idaho 83405-0538
Phone: (208) 524-5871 Fax: (208) 524-1923



February 11, 2019

COMMISSIONERS OF POWER COUNTY HIGHWAY DISTRICT
3090 Lamb Weston Road
American Falls, ID 83211

RE: Attachment to the "Purchasing, Transporting & Spreading of Asphalt 2019" bid offering.

- All quotes will remain firm for the 2019 Road Oil season.
- All quotes are based on 30-ton minimum loads.
- Unloading time: 3 hours free, \$100.00/hour thereafter.
- Overnight holdover: \$350.00 per night.
- Returned oil will be billed at full freight to the job-site and ½ freight rate for returned product.
- Restocking charge for returned product: \$250.00.
- Credit not given for anti-strip, altered or diluted products.
- Large distributor spreading charge: \$36.00/ton or \$250.00/hour whichever is greater. \$1,500.00 Minimum Charge.
- Small distributor spreading charge: \$250.00/hour portal to portal. \$1,500.00 Minimum Charge.
- Truck hold fee for each truck placed on hold at the plant by the customer in excess of two hours, \$100.00 per hour.
- Fuel surcharges will be assessed once the "e.i.a. Weekly Retail On-Highway Diesel Price" meets and exceeds \$2.65/gal. A schedule is attached.
- The Power County Highway District will receive two invoices. One from Idaho Asphalt Supply, Inc. for the asphalt products (emulsions and cutbacks), the other from Johnny B. Transport for freight and distributor services.
- Idaho Asphalt Supply, Inc. reserves the right to "piggyback" at its sole discretion based on asphalt availability and the provisions in accordance with Idaho Code.
- Due to the volatile nature of the asphalt market, Idaho Asphalt Supply, Inc. will not offer awarded prices after April 8, 2019.

Sincerely,


Adam Ackerman
Regional Sales Director

ASPHALT BID ITEMS

Product Only: FOB Location **Blackfoot, ID** (you choose)
 Prices do not include freight and is the price per ton on doc.

Asphalt Type	\$/Ton on Dock
MC-500	\$ 655.00
MC-800	\$ 625.00
CRS-2	\$ 445.00
Quickseal 50	\$ 390.00

Asphalt Type	\$/Ton on Dock
CSS-1 DIL 50/50	\$ 390.00

ALTERNATIVE ASPHALT BID ITEM

If the bidder has a product that is not on the Asphalt Bid item listed above and would prefer to bid a product for piggyback purposes, the Bidder may place this below.

Product Only: FOB Location **Blackfoot, ID** (you choose)
 Prices do not include freight and is the price per ton on doc.

Asphalt Type	\$/Ton on Dock
MC-250	\$ 675.00
SC-800	\$ 625.00
MC-3000	\$ 605.00
CMS-2	\$ 380.00
CMS-2P	\$ 495.00
CQS-1HP	\$ 540.00
CRS-2R	\$ 475.00

Asphalt Type	\$/Ton on Dock
CRS-2P	\$ 495.00
CSS-1	\$ 465.00
CSS-1-DIL 1:1	\$ 390.00
CSS-1H-DIL 1:1	\$ 390.00
DP-1	\$ 472.00
HFE 150	\$ 470.00
HFE 300	\$ 500.00

Asphalt Type	\$/Ton on Dock

SIGNATURE

By signing this bid, the Bidder acknowledges that they have carefully checked all of the above figures, have read and understand all the accompanying bid documents and specifications and understands that Power County and/or any other officer thereof will not be responsible for any errors or omissions on the part of the undersigned submitting the bid.

Firm's Name Idaho Asphalt Supply, Inc.

Address 75 N 550 West Blackfoot, ID 83221

Authorized Representative Signature

Title

Adam Ackerman

Regional Sales Director

Print Name

Date

Adam Ackerman

February 11, 2019

BID FORM

OWNER'S RIGHTS RESERVED

The Power County Highway District Commissioners reserve the right to reject any or all bids or to award to the bidder as determined to be in the best interest of Power County Highway District.

SPECIFICATION

All asphalt materials must meet the specifications outlined in the most recent Idaho Transportation Department's "Standard Specifications for Highway Construction" and must meet the most current ASTM standards for the specific material being delivered. The County may, at its discretion, randomly sample any or all loads to determine specifications compliance.

PENALTY

A penalty of twenty five percent (25%) of the total purchase price will be deducted from each LOAD not meeting specifications.

BIDDING RESPONSIBILITIES

The Bidder has carefully examined the specification and contract documents and also understands that all materials and services called for shall be for the bid price.

The Bidder will bill the different entities directly for any of the liquid asphalt and transportation ordered independently.

PIGGYBACK

The Bidder recognizes and agrees that this bid is available to other government agencies in accordance with Idaho Code. Counties, Cities, Highway Districts may piggyback on this bid for the period of 45 days from the date of the bid opening to the changing nature of the oil prices.

BID

The Bid is broken into sections. The product price is listed as Free on Board (FOB). The prices quoted are the product at **Blackfoot, ID** (you choose). If you bid on the freight, it is understood that the freight will be delivered anywhere in Power County. It is further understood that the freight price will be adjusted for each agency piggybacking off this bid. The spreading cost is a separate line item that may be used if needed. If there are additional or hidden costs, they must be disclosed at this time. The County has an option of accepting or awarding individual products, or segregating the bid by purchasing the oils, transportation, or spreading of the oil separately based upon the line item total from a Bidder for each agency.

TRANSPORTATION BID

Delivery fee per ton delivered to Power County **\$24.30/ton**.

Bidder must attach an explanation discussing fuel surcharge rates and how they will be applied or transportation of the material.

SPREADING BID

Spreading fee per ton of oil **\$36.00/ton**. **PLEASE SEE ATTACHED FOR INCIDENTAL CHARGES.**

Power County Highway District

2019 Road Oil Bid

<u>No.</u>	<u>Item</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>1.</u>	<u>MC-500</u>	<u>160</u>	<u>Ton</u>	<u>\$655.00</u>	<u>\$ 104,800.00</u>
<u>2.</u>	<u>MC-800</u>	<u>350</u>	<u>Ton</u>	<u>\$ 625.00</u>	<u>\$ 218,750.00</u>
<u>3.</u>	<u>CRS-2</u>	<u>650</u>	<u>Ton</u>	<u>\$ 445.00</u>	<u>\$ 289,250.00</u>
<u>4.</u>	<u>Quickseal 50</u>	<u>175</u>	<u>Ton</u>	<u>\$ 390.00</u>	<u>\$ 68,250.00</u>
<u>5.</u>	<u>CSS-1 Dilute 50/50</u>	<u>24</u>	<u>Ton</u>	<u>\$ 390.00</u>	<u>\$ 9,360.00</u>

Notice for Purchasing, Transporting and Spreading of Asphalt 2019

Notice is hereby given that the Power County Highway District will hold a bid opening at 3090 Lamb Weston Road in American Falls, Idaho on February 11, 2019 at 5:05 p.m., at which time bids covering the following item will be publicly opened and read:

Purchasing, Transporting and Spreading of Asphalt 2019

Complete contract documents, including specifications and requirements are available upon request from the Power County Highway District at 3090 Lamb Weston Road, American Falls, Idaho - Phone number (208) 226-2661 between the hours of 8 a.m. to 5 p.m. - Monday through Thursday. All communications relative to the work and bid are to be directed to the Road Oil District Supervisor, Bill Curry, at (208) 221-2665.

Bids will be received until 5:00 p.m. on February 11, 2019. All bids sent by mail shall be addressed to the Power County Highway District, P.O. Box 513, American Falls, Idaho 83211, % Commissioner - Chairman, and shall be clearly marked **Purchasing, Transporting and Spreading of Asphalt 2019 Bid Opening**.

The Power County Highway District Commissioners reserve the right to reject any or all bids or to award to the bidder as determined to be in the best interest of Power County Highway District. All bidders are expected to familiarize themselves with the requirements of Chapter 40, Title 31 of the Idaho Code as amended covering bidding, bidder's security and expenditures by the County. Five percent (5%) bidder's security is required to be included with the bid.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF POWER COUNTY HIGHWAY DISTRICT BECAUSE OF SUCH REJECTION AND THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

PUBLISHING DATE: January 23rd, 2019 and January 30th, 2019
BID OPENING: February 11, 2019

**Johnny B. Transport
Fuel Surcharge Schedule
&
e.i.a. Weekly Retail On-Highway Diesel Prices**

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

Rate Schedule Basis (\$/Gallon)
\$ 2.65

Rocky Mountain Area		Fuel	
Week	Rate	\$/Gallon	Surcharge %
1/30/2017	\$2.516	\$ 2.70	0.575%
2/27/2017	\$2.582	\$ 2.75	1.150%
3/27/2017	\$2.597	\$ 2.80	1.725%
4/24/2017	\$2.662	\$ 2.85	2.300%
5/29/2017	\$2.661	\$ 2.90	2.875%
6/26/2017	\$2.592	\$ 2.95	3.450%
7/31/2017	\$2.615	\$ 3.00	4.025%
8/28/2017	\$2.717	\$ 3.05	4.600%
9/25/2017	\$2.832	\$ 3.10	5.175%
10/30/2017	\$2.943	\$ 3.15	5.750%
11/27/2017	\$3.026	\$ 3.20	6.325%
12/25/2017	\$2.948	\$ 3.25	6.900%
1/29/2018	\$2.967	\$ 3.30	7.475%
2/26/2018	\$2.936	\$ 3.35	8.050%
3/26/2018	\$2.991	\$ 3.40	8.625%
4/30/2018	\$3.215	\$ 3.45	9.200%
5/28/2018	\$3.353	\$ 3.50	9.775%
6/25/2018	\$3.321	\$ 3.55	10.350%
7/30/2018	\$3.361	\$ 3.60	10.925%
8/27/2018	\$3.364	\$ 3.65	11.500%
9/24/2018	\$3.355	\$ 3.70	12.075%
10/29/2018	\$3.405	\$ 3.75	12.650%
11/26/2018	\$3.339	\$ 3.80	13.225%
12/31/2018	\$3.071	\$ 3.85	13.800%
1/7/2019	\$3.026	\$ 3.90	14.375%
1/14/2019	\$2.987	\$ 3.95	14.950%
1/21/2019	\$2.944	\$ 4.00	15.525%
1/28/2019	\$2.911	\$ 4.05	16.100%
2/4/2019	\$2.883	\$ 4.10	16.675%
2/11/2019	\$2.870	\$ 4.15	17.250%
2/18/2019	\$2.887	\$ 4.20	17.825%
2/25/2019	\$2.913	\$ 4.25	18.400%
3/4/2019	\$2.939	\$ 4.30	18.975%
3/11/2019	\$2.939	\$ 4.35	19.550%
3/18/2019	\$2.944	\$ 4.40	20.125%
3/25/2019	\$2.974	\$ 4.45	20.700%
4/1/2019	\$3.007	\$ 4.50	21.275%
4/8/2019	\$3.028	\$ 4.55	21.850%
4/15/2019	\$3.082	\$ 4.60	22.425%
4/22/2019	\$3.143	\$ 4.65	23.000%
		\$ 4.70	23.575%
		\$ 4.75	24.150%
		\$ 4.80	24.725%
		\$ 4.85	25.300%
		\$ 4.90	25.875%
		\$ 4.95	26.450%
		\$ 5.00	27.025%



City of Ketchum

May 20, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Agreement 20345 2019 Forest Service and BLM Annual Operating Plan and Cooperative Fire Agreement

Recommendation and Summary

Staff is recommending the council approve Agreement 20345 and adopt the following motion:

I move to authorize the Mayor to approve Agreement 20345

The reasons for the recommendation are as follows:

- This is a reoccurring Agreement between Ketchum and the BLM and Forrest Service
- This Agreement allows cooperation between agencies to fight wildland fires

Introduction and History

For many years the City of Ketchum has signed an Annual Operating Plan and Cooperative Fire Agreement with the US Forest Service and the BLM. This Agreement provides our citizens and property owners a higher level of protection by utilizing a closest available resource model to immediately respond to, and if possible, mitigate wild land fires before they grow out of control.

Analysis

This Agreement allows Ketchum to use Forest Service and BLM resources and the Forest Service and BLM to use Ketchum resources on wildland fires for a period of up to twenty-four (24) hours without cost to supporting agencies, except for federally controlled aircraft requested for use on non-federal land, which are charged to the requesting agency.

Financial Impact

There is no financial impact for the first twenty-four (24) hours of initial attack firefighting other than normal payroll costs associated with any emergency response. Incidents lasting longer than twenty-four (24) hours are billed to the responsible agency under extended attack agreements.

Attachments:
Agreement 20345

OPERATING PLAN
for
COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
KETCHUM CITY FIRE DEPARTMENT
And The
USDI, BUREAU OF LAND MANAGEMENT
TWIN FALLS DISTRICT
And The
USDA, FOREST SERVICE
SAWTOOTH NATIONAL FOREST

This Operating Plan (OP) is prepared and pursuant to the Cooperative Fire Protection Agreement No. BLM-MOU-ID-TF-2019-01 and Forest Service Cooperative Fire Protection Agreement (CFPA) No. 19-FI-11041400-015, between the Bureau of Land Management, Twin Falls District, and U.S. Forest Service, Sawtooth National Forest, and Ketchum City Fire Department Fire Department/District. This OP becomes attached to, and made part of said agreement, and is effective upon the date of last signature through March 31, 2020.

This OP will be reviewed annually, and Parties to this agreement agree to meet preseason to identify critical resource areas. Any changes to this OP will be agreed upon by all parties, and the modified OP will be signed by all parties in order to supercede any previous versions.

The Parties hereto agree as follow:

I. COOPERATION

All parties to this operating plan agree to provide mutual aid assistance and support the protecting party with available resources.

The DEPARTMENT is primarily responsible for the prevention, protection and suppression of structural fires and wildland fires occurring to property of residents within their jurisdictional boundaries. These structures and lands protected by the District/Department are intermingled or adjacent to lands protected by the Federal Agencies.

The AGENCIES are primarily responsible for the prevention, protection and suppression of wildland fires within the protection boundaries of federally administered lands adjacent or intermingled with state and private lands. The Federal Agencies will not assume responsibility for structure fire suppression and/or protection that is the legal jurisdictional of another entity (State, County, Local, Tribal or property holder). The Federal Agencies are not responsible for suppressing structure fires. However, the Federal Agencies may assist in providing structure

protection, but not structure suppression. Such activities will be limited to the exterior of structures, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards.

The AGENCIES are not funded, trained or equipped to respond to medical emergencies. Under no circumstances will the AGENCIES resources be dispatched for medical emergencies.

The mission and intent of this OP is to provide for cooperation by the Parties in the prevention, detection and suppression of wildland fires to the extent the provision of such support is properly authorized.

1. The mutual aid period for the purposes of this OP shall be 24 hours
2. The mutual aid areas are established reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. See Map EXHIBIT A.
3. All assistance beyond the 24 hours shall be reimbursable assistance and the billing period will begin at the end of the 24-hour mutual aid period.
4. For the purpose of this OP, all initial attack ground resources and overhead are understood by the Parties to be mutual aid resources. All aircraft and their associated support personnel costs are considered reimbursable assistance.
5. On multi-jurisdictional incidents a cost share agreement shall be developed, documented and signed. Incidents within the mutual aid period not utilizing reimbursable assistance resources do not require a cost share.
6. No Party to this agreement will be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.

Requested Assistance outside of the Mutual Aid area, when requested by the Agencies, will be under agreement with the Agencies, and requested via a Resource Order. Such requested assistance is reimbursable.

Fires located on private lands that are under another Department/Districts jurisdiction, where resources are ordered under a Chief to Chief agreement, are **not** reimbursable under this agreement.

All resources provided by District/Department for suppression activities on the federal jurisdiction fires during the "off season" will be considered reimbursable assistance. The off-season period is October 1 to June 1 each year and includes the area identified in the Off Season/Area Map, EXHIBIT B. Closest available resources concept will be utilized.

For any "off season" federal fires to be considered for reimbursable assistance, the District/Department must:

1. Contact the Eastern Idaho Interagency Dispatch Center immediately, and provide a verbal size-up of the incident upon arrival of the initial attack Incident Commander (IC).
2. Furnish the Protecting Party a written incident report within ten (10) days. A sample fire report is included as Exhibit H.
3. Notify the federal duty officer if additional resources are needed beyond the initial response.

All billings for fire assistance during this period of time will be billed directly to the appropriate federal agency.

II. COMMUNICATIONS

A coordination meeting between The DEPARTMENT/DISTRICT and the AGENCIES will be held annually, prior to June 1. This meeting is intended to review the past year of cooperative assistance, and revise this OP if needed. All Exhibits, including maps, frequencies, and contact information will also be reviewed, and modified, if necessary, and will be attached to the updated OP. It is preferred that maps be produced in a GIS format.

Agency Contact information will be provided by all parties to this OP and are provided in EXHIBIT G.

Both parties are authorized to use the frequencies listed in EXHIBIT D, during emergency operations only. When multi-agency or a rapidly expanding incident occurs, the use of these frequencies for the tactical channel is mandatory to ensure common communications on the fire ground. Weather warnings, emergency broadcasts, tactical changes etc. will be transmitted over the command frequency to all units on the scene. A frequency repeater map will also be attached as EXHIBIT E.

Prior to the fire season, ALL PARTIES should review and/or provide updated EXHIBITS to this OP, specifically EXHIBITS A,B,C, D, E, F, and G.

If either party to this plan issues burning permits to the public in an area of mutual concern, they will contact the other agency's dispatch center with the location, name of party receiving the permit, dates, phone number, and acreage permitted.

All parties to the OP will coordinate fire restrictions or closures, due to weather or fire severity. The "Idaho Interagency Fire Restrictions Plan" will be used as a guide. A copy of this document can be found at: <https://www.blm.gov/sites/blm.gov/files/2018-Idaho-Fire-Restrictions-Plan.pdf>

III. NOTIFICATIONS

Dispatch Contact information:

1. Structure/Private lands: 9-1-1

2. South Central Idaho Interagency Dispatch Center
213 West F Street
Shoshone, ID 83352
208-732-7265

IV. OPERATIONS

Rapid dispatching of personnel and equipment to fires is primary to both Parties. It is critical that dispatch organizations have clear direction and understanding of procedures. It is equally important that initial attack resources understand their roles and responsibilities, and those of the other agencies. Personnel shall be familiar with the following:

DEPARTMENT/DISTRICT resources which are mobilized outside of SCIIDC area will utilize their agreements with Idaho Department of Lands (IDL), and must have completed an Idaho Cooperator Certificate Form (CCF) with IDL. Payments for resources traveling outside of their local area, cannot be reimbursed utilizing this local mutual aid agreement.

Standards for qualifications, training, and physical fitness as set in the National Wildfire Coordinating Group (NWCG) PMS 310-1 "*Wildland Fire Qualification System Guide*" or National Incident Management System (NIMS) Certification Standards are required. At the time of the request, the Supporting Party will identify the person in charge of responding resources.

During initial action, all agencies (federal, state, local and tribal) accept each other's standards. When an incident exceeds initial attack and jurisdiction has been clearly established, the standards of the agency(s) with jurisdiction prevail.

Prior to the fire season, federal agencies should meet with their state, local and tribal agency partners and jointly review the qualification/certification standards and Personal Protective Equipment (PPE) that will apply to the use of local, non-federal firefighters during initial attack on fires on lands under the jurisdiction of a federal agency. Each Party will advise the other of applicable cross training opportunities for personnel.

Personal Protective Equipment: All fire personnel assigned to fire line suppression duties on an uncontrolled wildfire incident will wear appropriate personal protective equipment (PPE).

1. Required Personal Protective Equipment (PPE) will include the following:
 - a. Flame resistant clothing (Pants, Long-sleeved Shirt, or Jumpsuit) Clothing must be National Fire Protection Association (NFPA) 1977 compliant

 - b. Hard hat with chinstrap

- c. Leather gloves
 - d. New Generation Fire Shelter (M2002), carried or in a readily accessible manner.
 - e. Leather boots, 8 inch high, leather-laced, with melt-resistant soles.
 - f. Additional fire suppression duties and activities may require the use of ear and eye protection; and/or the use of specialized leg protection (chaps) during chainsaw use; and/or turnout gear and structure fire equipment during structure firefighting and structure protection activities.
2. Personnel who are not properly equipped with the appropriate PPE will be released from active fireline duty and will be reassigned to other support functions, or released from the incident.

Before fire suppression efforts begin, all fire fighters will be briefed about the nature of the fire, fuel conditions, weather information, safety reminders, potential hazards, command structure, and radio use.

The Incident Commander, in coordination with Unified Command personnel if applicable, shall ensure that the incident is named; a command structure, communications plan, and incident objectives, are developed and shared; and identifying and sharing known hazards. The Incident Commander will be identified as the IC and shall inform the protecting agency dispatch center with the incident name, and also provide to dispatch their name or agency position title (i.e. Battalion 44).

The IC, or designee, will order and track all resources through a single point. Once unified command is established, the Eastern Idaho Interagency Dispatch Center will become the single point of ordering. The use of the AGENCIES incident organizer is encouraged by the IC.

SCIIDC Idaho: <https://gacc.nifc.gov/gbcc/dispatch/id-scc/index.htm>

It shall be the policy of all parties to release the SUPPORTING PARTY'S personnel and equipment from emergency duties as soon as practical and mutually agreed upon between the Incident Commander and the SUPPORTING PARTY.

Each Party will make available and familiarize their officers with the contents of this AOP.

Personnel and equipment of the parties to this agreement may enter upon the lands administered or protected by the other parties in order to effect this agreement.

The PROTECTING PARTY is responsible for extended mop-up operations of the incident.

V. AIRCRAFT OPERATIONS

The DEPARTMENT may request federal aviation resources. All operational control of federally-leased or owned aviation resources will remain under the direction of South Central Idaho Interagency Dispatch Center (SCIIDC). SCIIDC will direct the use of aircraft. The DEPARTMENT/DISTRICT may order federally controlled aircraft (large air tanker, SEAT, helicopter, or observation flight) through the responsible dispatch center or on-scene federal agency command representative, but the aviation operation will remain under the direction of SCIIDC. The requesting DEPARTMENT/DISTRICT will provide mission objectives, geographic location, ground contact information, and hazards in the area such as (power lines, towers, houses etc.). All federally controlled aircraft requested for use on non-federal land, will be billable to the non-federal requesting party. All AGENCIES aircraft is considered Assistance by Hire.

For safety reasons, the utilization of non-government aircraft is discouraged. If a DEPARTMENT or private entity attempts to utilize aircraft from other than SCIIDC it may hinder or stop the operations of AGENCY aircraft. Communications, operational control, and coordination are key to safe, successful aviation operations. Fire Traffic Area (FTA) protocols (supervision, communications, frequencies, entry/exit, etc.) must be adhered to, by any, and all aircraft responding to a mutual aid incident.

Any aircraft not ordered from the SCIIDC is limited to operations on private land, and Federal personnel will not exercise any operational control. Aerial coordination will be part of the annual coordination meeting agenda. The AGENCIES will not pay for aircraft that is not federally carded for use on federal lands.

VI. CAUSE AND ORIGIN INVESTIGATIONS

Each party will be responsible for cause and origin investigations within the boundaries of their own jurisdictional areas. If multiple jurisdictions are affected by the same wildland fire the jurisdiction in which the suspected origin is located, will serve as the lead for the investigation. Any party may request assistance from agencies outside the suspected origin jurisdiction

Evidence and other information concerning incendiary fires, etc. will be shared with all parties to increase probability of prosecution and/or cost recovery.

VII. WILDLAND URBAN INTERFACE

The operational roles of the federal agencies as partners in the wildland urban interface are wildland firefighting, cooperative prevention and education. Structural fire suppression is the responsibility of tribal, state, or local governments. Federal agencies may assist with exterior structural fire protection activities under this fire protection agreement.

VIII. SHARING FACILITIES

Administrative/Training: Sharing of facilities for the purpose of training is beneficial for all agencies to this agreement; therefore there will be no charge for the use of Agencies' facilities for training.

IX. BILLING PROCEDURES

Reimbursable AGENCIES costs may include costs from the point of mobilization, transportation, salary for actual hours worked, benefits, overtime premiums, per diem and travel to the point of demobilization of the member(s) deployed.

Additional costs may include dispatch support, warehouse/cache supplies and support, supplies, operating costs, mileage, contracted equipment and repairs. Reimbursement to other State and local agencies, Airport fees, cost of retardant, and extended service hours for aircraft.

Federal Excess Personal Property (FEPP) Equipment Rates

Reimbursement for FEPP equipment allows for operator and supplies only. FEPP rates are calculated at .666 percent of the equipment portion of the daily/hourly rate. The FEPP rate is calculated to cover operating expense of the equipment only, with no allowance for depreciation. FEPP equipment is listed in EXHIBIT G.

Reimbursable DEPARTMENT/DISTRICT costs may include costs from the point of mobilization, transportation, salary for actual hours worked, benefits, overtime premiums, per diem and travel to the point of demobilization of the member(s) deployed. The cost of "backfilling" employees into local home unit positions for personnel that have been mobilized to incidents is authorized and reimbursable except for Volunteer Fire Departments/Districts. For the purpose of this agreement, "backfill" is defined as those additional costs to cover an individual that has been mobilized such as the overtime premium or out of class premium.

SUPPORTING party shall submit a bill within 120 days of the end of the suppression action. Invoices will be identified by incident name, location, incident number, and will be supported by adequate documentation, including any applicable cost share agreements.

Adequate documentation is defined as: copies of resource orders, including authorization for lodging or per diem transaction statements (or equivalent) and approved incident time reports, shift tickets, and use invoices. See EXHIBIT's I, J and K. These documents will support all invoices to the DEPARTMENT/DISTRICT or AGENCIES.

The invoice with original signature and supporting documentation are to be submitted by the DEPARTMENT/DISTRICT or AGENCIES to the appropriate Administrative Contact listed below.

Invoices and supporting documents should be submitted to:


BLM Incidents:	Forest Service Incidents:
Twin Falls District BLM Brandi Van Kleeck 400 West F Street Shoshone, ID 83352 Email: bvankleeck@blm.gov Phone: 208-732-7259	Sawtooth National Forest Susan L Brown 370 American Ave Jerome, ID 83338 Email: slbrown@fs.fed.us Phone: 208-423-7575

For BLM incidents, the invoices will be marked “Approved for Payment” then dated and signed by the local BLM approving official and sent to the National Operations Center (NOC) by the local unit certifying officer.

For U.S. FOREST SERVICE incidents, the invoices will be marked “Approved for Payment” then dated and signed by the U.S. FOREST SERVICE approving official, and sent to: Albuquerque Service Center Incident Finance-Cooperative Agreements, by the local certifying officer.

X. AUTHORIZED REPRESENTATIVES.

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto, have executed this instrument, as of the last date written below.




TOM BOWMAN, Fire Chief
Ketchum City Fire Department
Date: 5/9/19

NEIL BRADSHAW, Mayor
Ketchum City Fire Department
Date


MICHAEL C COURTNEY, District Manager
Twin Falls District, Bureau of Land Management
Date

JIM DEMAAGD, Forest Supervisor
Sawtooth National Forest
Date

The authority and format of this instrument have been reviewed and approved for signature.



MALLORY MUNZ
U.S. Forest Service Grants Management Specialist
Date: 4/11/19



LINDA PITZER
BLM Agreement Reviewer
Date: 4/11/19

Burden Statement

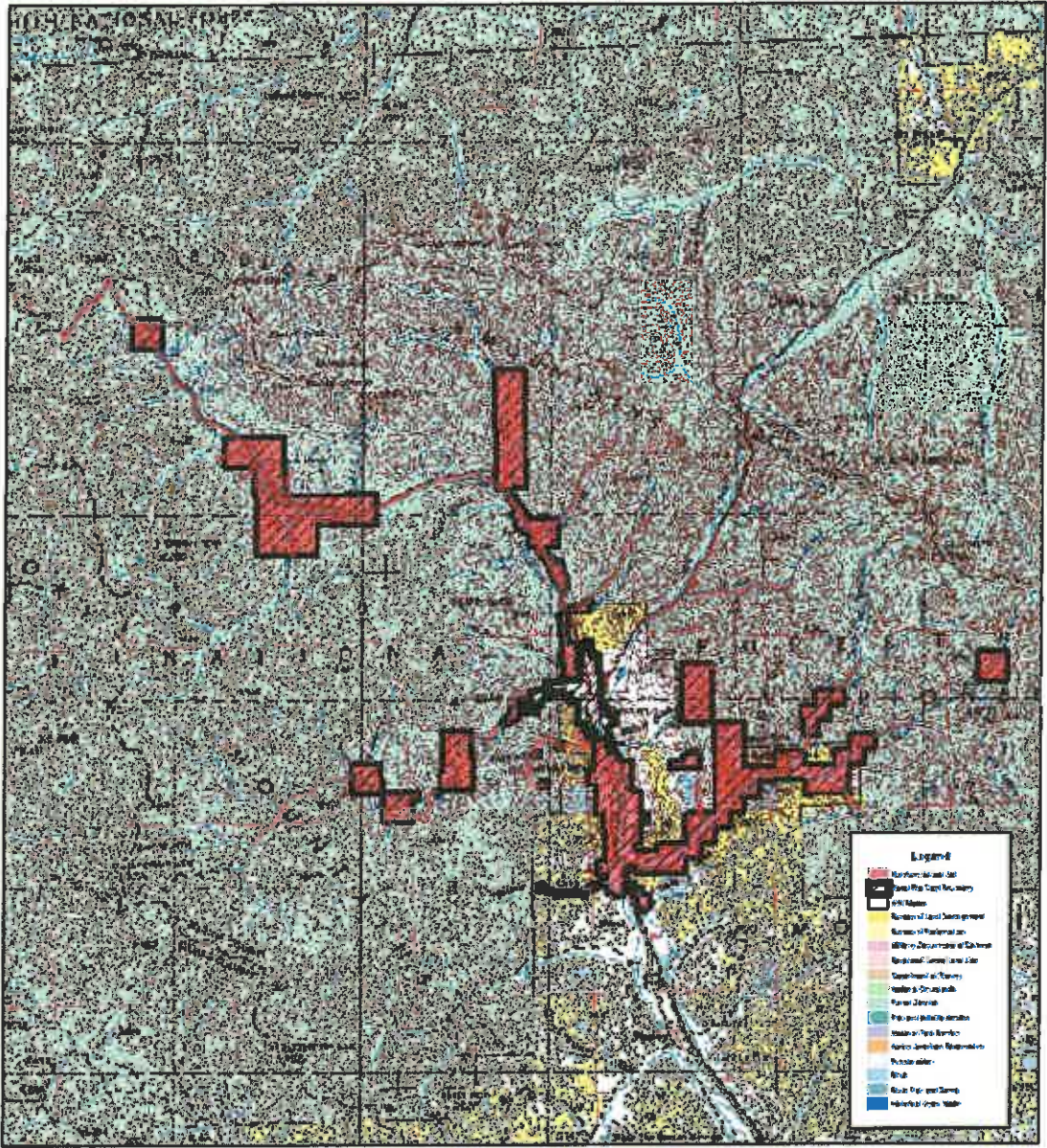
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**EXHIBIT A
MUTUAL AID AREA MAP**

Ketchum City/Rural Mutual Aid Boundary



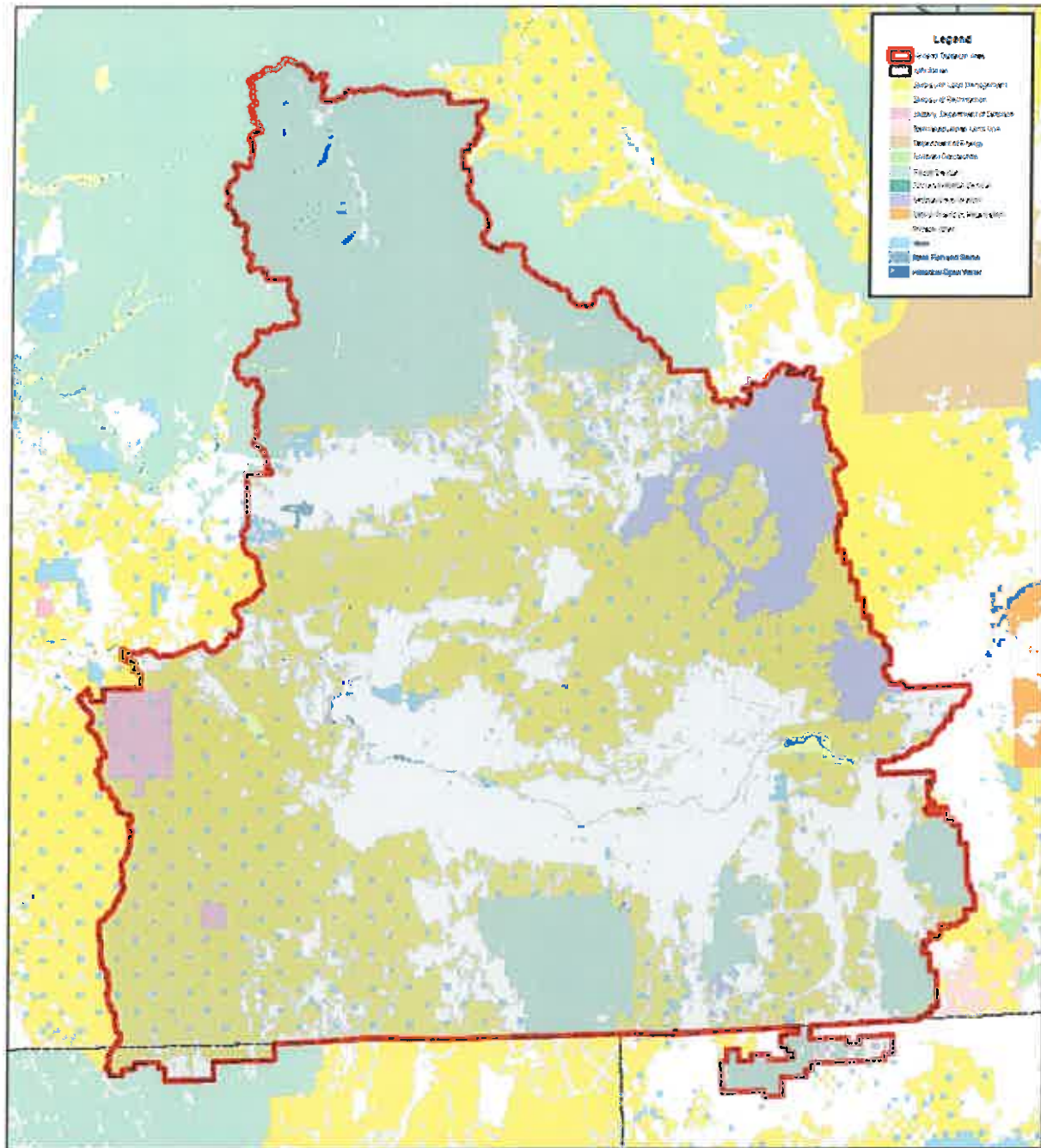
The surface management areas (land ownership) should be used as a general guide only. Official land records, located at the Bureau of Land Management (BLM) and other offices, should be checked for up-to-date information concerning any specific tract of land.


No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following cannot be made Section 508 compliant. For help with the data or information, please contact the BLM Idaho State Office Webmaster at 208-375-4022.

1:250,000
Map Projection: NAD 1983 UTM Zone 11N




EXHIBIT B OFF-SEASON/DISPATCH AREA MAP







Map Created: 8/1/2018

1:1 433 215



Map Projection: NAD 1983 UTM Zone 11N

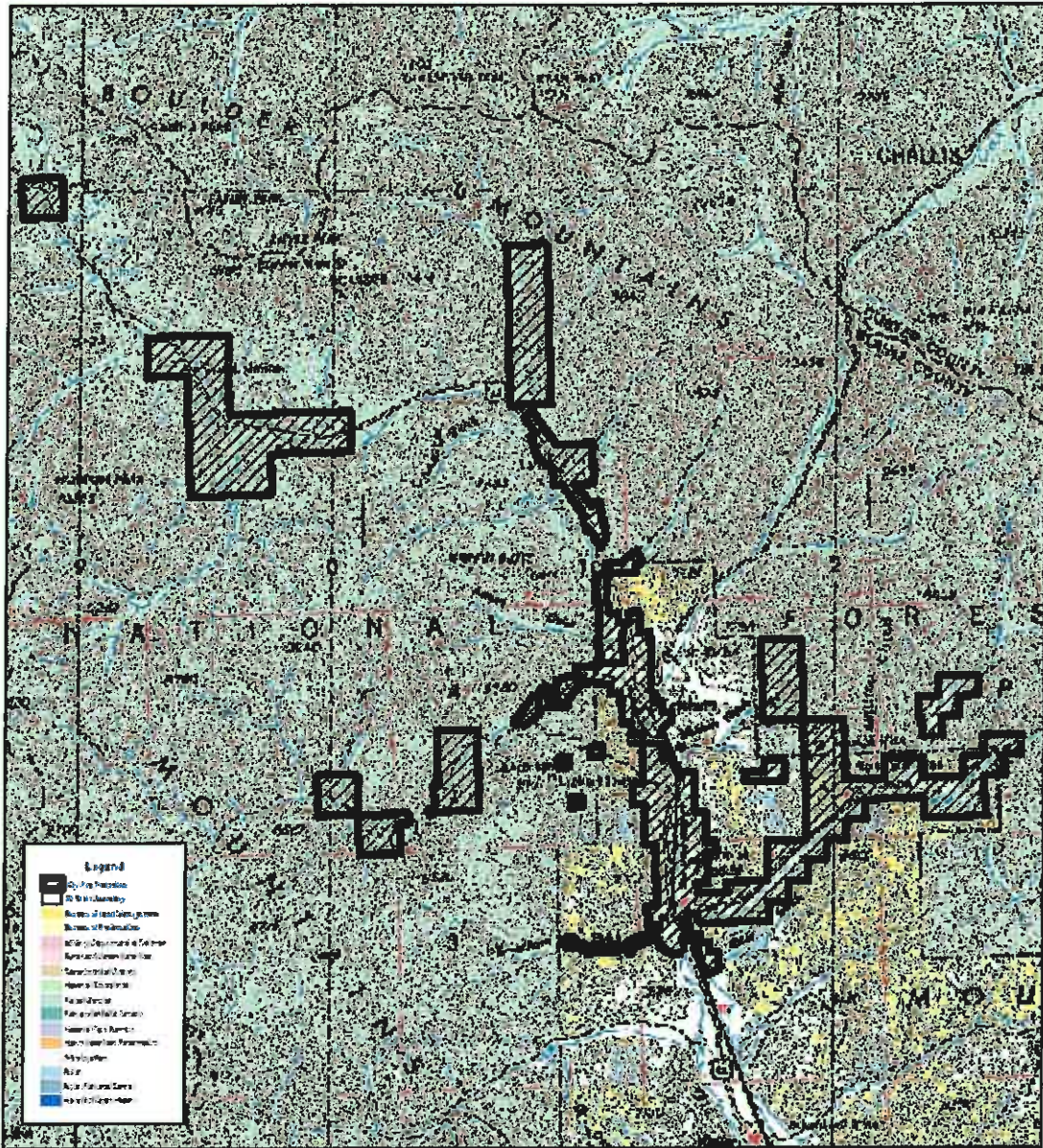



The surface management status (land ownership) should be used as a general guide only. Official land records, located at the Bureau of Land Management (BLM) and other offices, should be checked for up-to-date information concerning any specific parcel of land.

No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following cannot be made Section 808 compliant. For help with file data or information, please contact the BLM Idaho State Office, Westminster at 208-973-4000.

**EXHIBIT C
DEPARTMENT/DISTRICT PROTECTION AREA MAP**

Ketchum City/Rural Protection Boundary





Map Created: 8/20/2010

The surface management areas ("land ownership") should be used as a general guide only. Official land records, located at the Bureau of Land Management (BLM) and other offices, should be checked for up-to-date information concerning any specific tract of land.

No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following control is made under 248 compliance. For help with the data or information, please contact the BLM Data State Office, Wednesday at 208-375-4000.

12:17 000



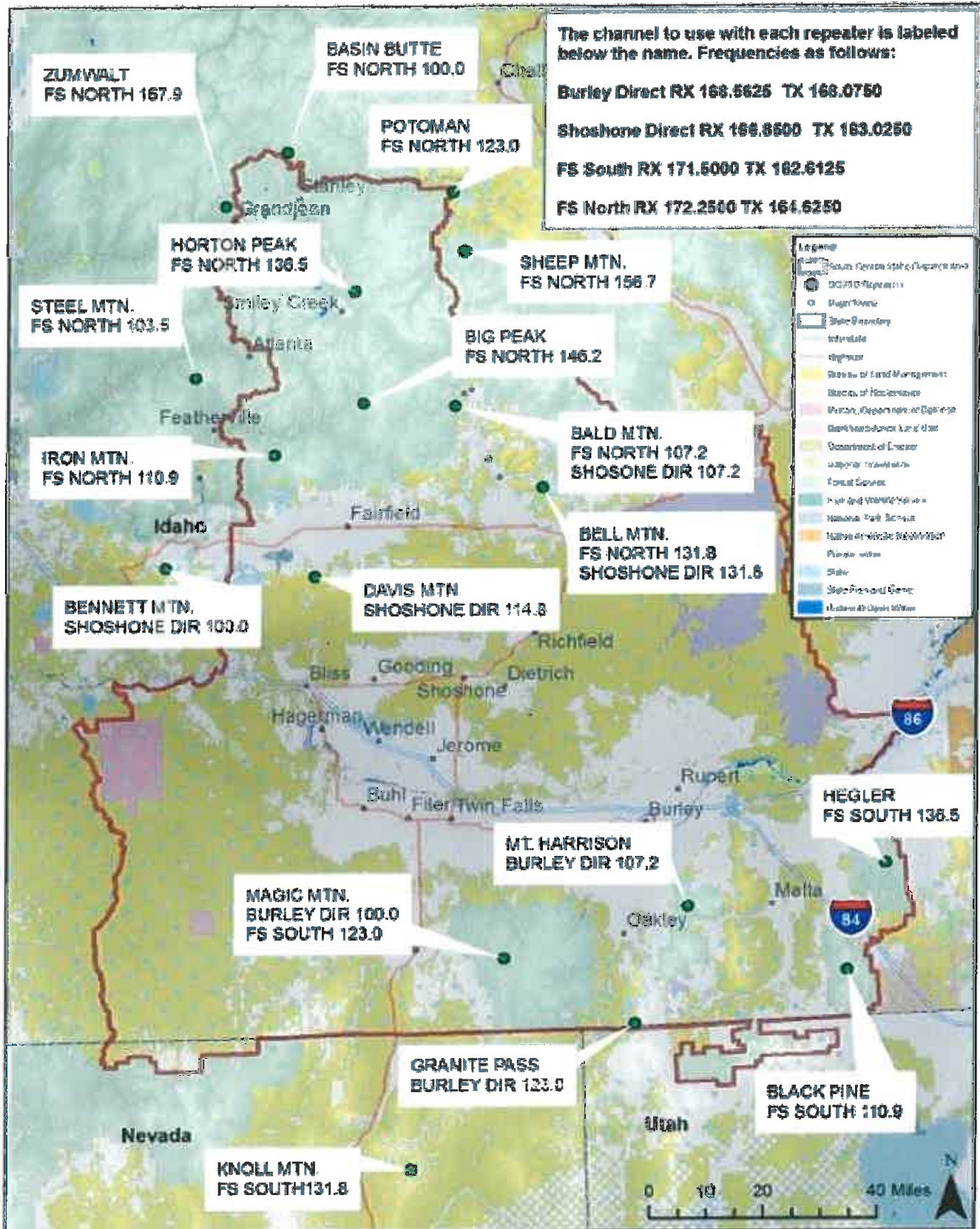
Map Projection: NAD 1983 UTM Zone 18N




**EXHIBIT D
FREQUENCIES**

NAME	RX	RX TONE	TX	TX TONE	WD/NAR
A/G 19	168.1250		168.1250		N
A/G 54	168.5375		168.5375		N
A/G IDL	151.1450		151.1450		N
AIR GUARD	168.6250	110.9	168.6250	110.9	N
BALD RPTR	166.8500		163.0250	107.2	N
BELL RPTR	166.8500		163.0250	131.8	N
BENNETT RPTR	166.8500		163.0250	100.0	N
BLM DAVIS	166.8500		163.0250	114.8	N
BLM HARSN	168.5625		163.0750	107.2	N
BLM MAGIC	168.5625		163.0750	100.0	N
BLM TAC 1	172.7750		172.7750		N
BLM TAC 2	173.8625		173.8625		N
BLM TAC 3	168.6375		168.6375		N
BLM TAC 4	166.8000		166.8000		N
BUR DIR	168.5625		168.5625		N
BUR PORT	168.5625		163.0750	114.8	N
BLMS RPT	168.5625		163.0750	5-146.2	N
BURLEY DIR	168.5625		168.5625		N
ELKO DIR	171.5375	110.9	171.5375	110.9	N
GRANITE RPTR	168.5625		163.0750	123.0	N
IDL TAC 1	159.2550		159.2550		N
IDL TAC 2	159.2850		158.2850		N
EMS-2	155.2800		155.2800	156.7	N
NV SOA	171.6750		171.6750		N
PORT RPTR	166.8500		163.0250	127.3	N
SHO DIR	166.8500		166.8500		N
BLMN RPT	166.8500		163.0250	6-156.7	N
SL BLM DIR.	170.5125		170.5125		N
SOA RPT	167.1500		163.1750	107.2	N
STF BELL	172.2500		164.6250	131.8	N
STF BG PK	172.2500		164.6250	146.2	N
STF BLK PN	171.5000		162.6125	110.9	N
STF HEGLER	171.5000		162.6125	136.5	N
STF HORTON	172.2500		164.6250	136.5	N
STF KNOLL	171.5000		162.6125	131.8	N
STF MAGIC	171.5000		162.6125	123.0	N
STF N PORT	172.2500		164.6250	179.9	N
STF S PORT	171.5000		162.6125	179.9	N
STF RPT N	172.2500		164.6250		N
STF RPT S	171.5000		162.6125		N
STF SHEEP	172.2500		164.6250	156.7	N
STF SOUTH	171.5000		162.6125	107.2	N
STF STEEL	172.2500		164.6250	103.5	N
STF TAC 1	168.6750		168.6750		N
STF TAC 2	168.6125		168.6125		N
STF ZUMWLT	172.2500		164.6250	167.9	N
WX BURLEY	162.4750				N
WX TWIN FALLS	162.4000				N

EXHIBIT E REPEATER MAPS



**EXHIBIT F
CONTACT INFORMATION**

FIRE DEPARTMENT:

Name	Title	Office	Cell	Fax
Tom Bowman	Fire Chief	208-726-7805		208-726-7812

SCIIDC

Name	Title	Office	Cell	Fax
SCIIDC		208-886-2373		208-732-7316
Rob Haddock	Center Manager	208-732-7286	208-308-4195	
Vickie Jensen	Assistant Center Manager	208-732-7326	208-731-0961	
Celina Stewart	Assistant Center Manager	208-732-7265		

TWIN FALLS DISTRICT BLM:

Name	Title	Office	Cell	Fax
Thomas Hayes	District FMO	208-735-4602	208-608-3727	
Brad Saywer	District AFMO	208-735-4607	775-409-5933	
Clay Stephens	FOS – Shoshone FO	208-732-7248	702-575-0392	
Jeff Bedke	FOS – Burley FO	208-677-6715	208-312-1695	
Chris Anthony	FOS – Jarbidge FO	208-423-9079	208-420-1923	
Brandi Van Kleeck	Fire Business - BILLING	208-732-7259	208-308-1050	208-732-7327
Tiffany Peirson	Interagency Cache Manager	208-732-7214	208-308-3980	

SAWTOOTH NATIONAL FOREST:

Name	Title	Office	Cell	Fax
Nathan Lancaster	Sawtooth Forest FMO	208-423-7535	208-358-7102	
Chad Olson	Sawtooth AFMO Operations	208-423-7544	208-731-1245	
Ian Rickert	Sawtooth AFMO Planning	208-423-7547	208-731-6338	
Matt Ginder	Minidoka District FMO	208-677-8301	208-431-0639	
Lance Robinson	Minidoka District AFMO	208-677-8294	208-421-5969	
Matt Filbert	Ketchum/SNRA FMO	208-727-5046	208-720-7478	
Nicholas Yturri	Ketchum/SNRA AFMO	208-774-3031	208-871-7541	
Devin Hulme	Fairfield District FMO	208-764-3470	208-731-9591	
Josh Brinkley	Fairfield District AFMO	208-764-3468	208-731-9261	
Susan L Brown	Fire Business - BILLING	208-423-7575	208-731-0295	208-423-7570

**EXHIBIT G
EQUIPMENT LIST**

BLM - EQUIPMENT, PERSONNEL AND RADIO LIST

VEHICLE ID (Local ID)	EQUIPMENT TYPE (ENG,TENDER,DOZER)	STANDARD STAFFING #	PUMP GPM	TANK SIZE	NWCG TYPE	FOAM CAPABILITY	4 X 4 CAPABILITY
2301	Engine- OshKosh	3	150	2000	3	Yes	Yes
2302	Engine- OshKosh	3	150	2000	3	Yes	Yes
2303	Engine- OshKosh	3	150	2000	3	Yes	Yes
2405	Engine- International	3	50	900	4	Yes	Yes
2408	Engine- International	3	50	900	4	Yes	Yes
2409	Engine- International	3	50	900	4	Yes	Yes
2410	Engine- International	3	50	900	4	Yes	Yes
2411	Engine- International	3	50	900	4	Yes	Yes
2413	Engine- Tatra	3	50	2400	4	Yes	Yes
2414	Engine- International	3	50	900	4	Yes	Yes
2415	Engine- International	3	50	900	4	Yes	Yes
2417	Engine- International	3	50	900	4	Yes	Yes
2418	Engine- International	3	50	900	4	Yes	Yes
2419	Engine- International	3	50	900	4	Yes	Yes
2420	Engine- International	3	50	900	4	Yes	Yes
2421	Engine- International	3	50	900	4	Yes	Yes
2422	Engine- International	3	50	900	4	Yes	Yes
2423	Engine- International	3	50	900	4	Yes	Yes
2424	Engine- International	3	50	900	4	Yes	Yes
2425	Engine- International	3	50	900	4	Yes	Yes
2427	Engine- International	3	50	900	4	Yes	Yes
2428	Engine- International	3	50	900	4	Yes	Yes
2429	Engine- International	3	50	900	4	Yes	Yes
2691	Engine- Ford	2	50	250	6	Yes	Yes
2692	Engine- Ford	2	50	250	6	Yes	Yes
2693	Engine- Ford	2	50	250	6	Yes	Yes
DZ2826	Dozer	2			2	N/A	N/A
DZ2827	Dozer	2			2	N/A	N/A
DZ2828	Dozer	2			2	N/A	N/A
WT2927	Water Tender	1	200	3500	2	N/A	N/A
WT2929	Water Tender	1	200	3500	2	N/A	N/A
WT2930	Water Tender	1	200	3500	2	N/A	N/A

FOREST SERVICE - EQUIPMENT, PERSONNEL AND RADIO LIST

VEHICLE ID (Local ID)	EQUIPMENT TYPE (ENG,TENDER,DOZER)	STANDARD STAFFING #	PUMP GPM	TANK SIZE	NWCG TYPE	FOAM CAPABILITY	4 X 4 CAPABILITY
4652 E411	Engine-411	5	50	780	4	Yes	Yes
8010 E412	Engine-412	5	50	780	4	Yes	Yes
4870 E613	Engine-613	4	50	318	6	Yes	Yes
5352 BAT1	Dodge 2500	1	N/A	N/A	N/A	No	Yes
G63-0590R	Dodge 2500	1	N/A	N/A	N/A	No	Yes
3880 Type 7	Pump		50	120	7	Yes	
5160 DIV1	Ford F-150	1	N/A	N/A	N/A	No	Yes
4458	Ford F-250	1	N/A	N/A	N/A	No	Yes
5169 FUELS 1	Dodge 2500	1	N/A	N/A	N/A	No	Yes
8042 Type 7	Ford F-350	1	10	50	7	Yes	Yes
4979	Dodge 1500	1	N/A	N/A	N/A	No	Yes
4253 P12	Chev 3500	1	10	50	7	Yes	Yes
3578 P12	Pump		10	N/A	N/A	No	No
5978	Chev 2500	1	N/A	N/A	N/A	No	Yes
5979	Dodge 1500	1	N/A	N/A	N/A	No	Yes
4653	Engine-631	3	180	300	6	Yes	Yes
4451	Engine-641	3	100	300	6	Yes	Yes
5362/DIV3	Ford F-250	1	N/A	N/A	N/A	N/A	Yes
5627/BAT3	Ford F-250	1	N/A	N/A	N/A	N/A	Yes
5617/FUELS3	Ford F-250	1	N/A	N/A	N/A	N/A	Yes
5618/FUELS31	Dodge 1500	1	N/A	N/A	N/A	N/A	Yes
4663/NZIA CHASE	Chevy 2500	2	N/A	N/A	N/A	N/A	Yes
8071/PREV 31	Ford F-350	1	50	75	N/A	Yes	Yes
5510/NZIA	Dodge 2500	4	N/A	N/A	N/A	N/A	Yes
5171/HT1	Ford F-550	3	N/A	N/A	N/A	N/A	Yes
5172/HT2	Ford F-550	3	N/A	N/A	N/A	N/A	Yes
5360 E651	Engine-651	3	105	300	6	Yes	Yes
5509	Chevy Silverado	1	N/A	N/A	N/A	N/A	Yes
5353	Ford F250	1	N/A	N/A	N/A	N/A	Yes
5625	Dodge 1500	1	N/A	N/A	N/A	N/A	Yes
4841	Ford F250	5	N/A	N/A	N/A	N/A	Yes
5607	Chevy 3500	5	N/A	N/A	N/A	N/A	Yes
5745	Chevy 2500	1	N/A	N/A	N/A	N/A	Yes
5622	Ford F250	1	N/A	N/A	N/A	N/A	Yes
5745	Chevy 2500	2	N/A	N/A	N/A	N/A	Yes
4980	Dodge 2500	2	N/A	N/A	N/A	N/A	Yes

EXHIBIT H SAMPLE FIRE REPORT FORM

UNITED STATES DEPARTMENT OF THE INTERIOR DI-1202 INDIVIDUAL FIRE REPORT		3. a. UNIT b. SUB-UNIT c. YEAR d. FIRE NUMBER _____	4. TYPE 5. CAUSE 6. PEOPLE 7. NRVC _____																						
1. STATUS CODE _____ 2. REPORTING AGENCY _____																									
8. STATISTICAL DATA																									
	a. STATE _____	b. OWNER _____	c. VEGETATION _____	d. ACRES BURNED _____ _____ _____ _____ _____ _____ _____																					
9. AGENCY DATA																									
a. FIRE NAME _____	b. AREA NAME _____	c. LATITUDE _____	LONGITUDE _____	d. TOWNSHIP _____	RANGE _____	SECTION _____	MERIDIAN _____																		
e. COST CODE _____	f. OWNER _____	g. FY _____	h. FISCAL DATA _____	1. UTM 2. _____ E _____ N																					
10. FIRE MANAGEMENT DATA																									
	DATE _____	TIME _____	TYPE _____	AMT XXXXXXXXXXXX XXXXXXXXXXXX	ACRES _____																				
a. DISCOVERY/START _____			1 2 3 _____	1 2 3 _____																					
b. INITIAL ATTACK _____																									
c. CONTROLLED _____																									
d. DECLARED OUT _____																									
11. SITE DATA																									
a. TOPOGRAPHY _____	b. ASPECT _____	c. SLOPE _____	d. ELEVATION _____	e. STATION _____	f. MOGC _____	g. BEHAVIOR _____	h. E. I. _____	I. ADJ. CLASS _____																	
12. PREVENTION DATA																									
k. DAY OF WEEK _____	l. WAS FIRE INVESTIGATED (Y/N) _____	m. FIRE CAUSE SUSPECT, KNOWN OR UNKNOWN (K/U) _____	n. SUSPECT = RESIDENT, TRANSIENT OR UNKNOWN (R/T/U) _____																						
13. PRESCRIBED FIRE DATA																									
o. PLOT/BURN OBJECTIVE _____	p. FIRING TYPE _____	q. COST/ACRE _____	r. FBPS FUEL MODEL _____	s. PROJECT # _____																					
t. COMPLEXITY/ FIRE MANAGEMENT AREA _____	u. FUEL LOADING FOR EMISSIONS <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">SIZE CLASS OF FUELS</th> <th style="width: 30%;">PRE-BURN LOADING TONS PER ACRE</th> <th style="width: 30%;">CONSUMPTION PERCENT</th> </tr> </thead> <tbody> <tr> <td>BRNCHES</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>0-1</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>1.1-3.0</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>3.1-8.0</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>8+</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>LITTER & DUFF (INCHES)</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>			SIZE CLASS OF FUELS	PRE-BURN LOADING TONS PER ACRE	CONSUMPTION PERCENT	BRNCHES	_____	_____	0-1	_____	_____	1.1-3.0	_____	_____	3.1-8.0	_____	_____	8+	_____	_____	LITTER & DUFF (INCHES)	_____	_____	v. BENEFITTING PROGRAM _____
SIZE CLASS OF FUELS	PRE-BURN LOADING TONS PER ACRE	CONSUMPTION PERCENT																							
BRNCHES	_____	_____																							
0-1	_____	_____																							
1.1-3.0	_____	_____																							
3.1-8.0	_____	_____																							
8+	_____	_____																							
LITTER & DUFF (INCHES)	_____	_____																							

EXHIBIT I EMERGENCY EQUIPMENT SHIFT TICKET - OF-297

Your Department will be supplied the EMERGENCY EQUIPMENT SHIFT TICKET booklets to carry on your equipment to document equipment usage when assisting on fires solely within the Agencies jurisdiction. It will be the responsibility of your Engine Captain or Officer in charge to complete this form at the end of the incident and prior to leaving the fire scene. Have the Agencies Incident Commander authorize and sign the ticket. A copy of this shift ticket should be submitted with your billing to the Agencies.

- The equipment hourly rates are effective only after the conditions of the mutual aid period have been exceeded (24 hours) and The DEPARTMENT has been officially requested via Resource Order.
- Engines must have a minimum of **three** qualified personnel when used on the fireline. In extreme situations, vehicles may respond to the call with two people, but vehicle cost will be reduced by \$21.00 per hour until the third person arrives.
- Command/Chase vehicles will not be charged to an incident unless authorized by the ordering agency and documented on the Resource Order.
- Any known defects or damage to equipment going on or off shift must be documented in the "Remarks" section
- All equipment and financial packets must be returned to the respective incident agency administrative contact for approval and payment processing.

EMERGENCY EQUIPMENT SHIFT TICKET					
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections					
1. AGREEMENT NUMBER 12-FI-11041400-OXX			2. CONTRACTOR (name) Local Fire Department		
3. INCIDENT OR PROJECT NAME Big Fire		4. INCIDENT NUMBER ID-STF-000123	5. OPERATOR (name) Peter Pulaski		
6. EQUIPMENT MAKE 1989 Kenworth		7. EQUIPMENT MODEL T3 Engine	8. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
9. SERIAL NUMBER 1HT4288KSA009510		10. LICENSE NUMBER	11. OPERATING SUPPLIES FURNISHED BY <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
12. DATE MONDAY/YR	13. EQUIPMENT USE		14. REMARKS		
	START	STOP	HOURS/DAY/MILES (work hrs)		S. Bear, W. Owl Continue with fire operations on DIVS Z
			WORK	SPECIAL	
7/22/XX	1200	1600	4	Mutual Aid Hours	
7/22/XX	1600	2300	7	No Back Due to Hot Fire Activity	15. EQUIPMENT STATUS
<input type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor					
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Peter Pulaski			18. GOVERNMENT OFFICER'S SIGNATURE Sadie Government		19. DATE SIGNED 7/22/XX
NSN 7540-01-115-9620 5029F-102			OPTIONAL FORM 297 (7-90) USDA-USDI		

FINANCE
 CONTRACTOR
 EQUIPMENT TIME RECORDER
 ORDERING OFFICE FILE COPY (RETAIN IN BOOK)



City of Ketchum

May 20, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve 2019 Cooperative Agreement 20346 Wildfire Interagency Mutual Aid

Recommendation and Summary

Staff is recommending the council approve Agreement 20346 and adopt the following motion:

I move to authorize the Mayor to approve Agreement 20346

The reasons for the recommendation are as follows:

- This is a Cooperative between Ketchum and sixteen other fire agencies
- This Agreement allows cooperation and mutual aid between all agencies to fight wildland fires

Introduction and History

This Agreement provides cooperation between sixteen fire agencies to provide mutual aid in the event of a wildfire. The Agreement provides a higher level of protection by utilizing a closest available resource model to immediately respond to, and if possible, mitigate wild land fires before they grow out of control.

Analysis

This Agreement sets forth the terms and conditions for mutual aid in the event of a wildland fire. As stated in the Agreement, it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility. Resources on wildland fires will be provided for a period of up to twenty-four (24) hours without cost to supporting agencies, except for federally controlled aircraft requested for use on non-federal land, which are charged to the requesting agency.

Financial Impact

There is no financial impact for the first twenty-four (24) hours of initial attack firefighting other than normal payroll costs associated with any emergency response. Incidents lasting longer than twenty-four (24) hours are billed to the responsible agency under extended attack agreements.

Attachments:

Agreement 20346

COOPERATIVE FIRE PROTECTION AGREEMENT

Between The

**A.C.E FIRE PROTECTION UNIT
ALBION RURAL FIRE DEPARTMENT
BELLEVUE FIRE DEPARTMENT
BURLEY FIRE DEPARTMENT
FAIRFIELD FIRE DEPARTMENT
HAILEY FIRE DEPARTMENT
KETCHUM CITY FIRE DEPARTMENT
KETCHUM RURAL FIRE DISTRICT
NORTH CASSIA FIRE PROTECTION DISTRICT
OAKLEY FIRE DEPARTMENT
RAFT RIVER RURAL FIRE DISTRICT
ROCK CREEK FIRE PROTECTION DISTRICT
SALMON TRACT RURAL FIRE PROTECTION DISTRICT
SUN VALLEY FIRE DEPARTMENT
WOOD RIVER FIRE PROTECTION DISTRICT**

The

**USDI, BUREAU OF LAND MANAGEMENT
TWIN FALLS DISTRICT**

And The

**USDA, FOREST SERVICE
SAWTOOTH NATIONAL FOREST**

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the following: A.C.E Fire Protection Unit, Albion Rural Fire Department, Bellevue Fire Department, Burley Fire Department, Fairfield Fire Department, Hailey Fire Department, Ketchum City Fire Department, Ketchum Rural Fire District, North Cassia Fire Protection District, Oakley Fire Department, Raft River Rural Fire District, Rock Creek Fire Protection District, Salmon Tract Rural Fire Protection District, Sun Valley Fire Department, Wood River Fire Protection District Fire Department; hereinafter referred to as the "DEPARTMENT/DISTRICT" the USDI, Bureau of Land Management, Twin Falls District, hereinafter referred to as the "BLM", and the USDA, Forest Service, Sawtooth National Forest, hereinafter referred to as the "FOREST SERVICE." The BLM and FOREST SERVICE jointly will be referred to as AGENCIES under the authority and provisions of: Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a).

PURPOSE

The purpose of this Agreement is to provide for the cooperation in the prevention, detection, and suppression of wildland fires within the protection areas of parties signatory to this AGREEMENT.

This Agreement describes the conditions in which “mutual aid” periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Reimbursable Assistance" as requested by a Protecting Party.

It is not the intent of this agreement to provide unreimbursed mutual fire suppression aid for wildfire incidents which are ignited due to the occurrence of unauthorized wildland fire on Federal lands when the source of ignition is a result of human activity. In instances where a responsible party is identified, and an investigation reveals evidence of negligence and/or intent, the AGENCIES reserve the right to pursue cost recovery actions for fire suppression costs and/or resource damages from the responsible party, including cost incurred during the first 24 hours of mutual aid identified in this agreement.

I. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The AGENCIES have the responsibility for prevention, protection, and suppression of wildland fires on BLM and National Forest administered lands, and on adjacent or intermingled State and private forested lands, as identified through written agreement.

The DEPARTMENT/DISTRICT has the responsibility for prevention, protection, and suppression of structure and other fires within the boundaries of the established fire district. These structures and lands protected by the DEPARTMENT/DISTRICT may be intermingled or adjacent to lands protected by the BLM and Forest Service.

Therefore, it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility.

II. DEFINITIONS

1. **Agency Administrator:** The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, Police Chief.
2. **Boundary Line Fire:** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.
3. **Closest Forces Concept:** Dispatch of the closest available initial attack suppression resources.
4. **Extended Attack Fire:** A fire which has exceeded, or is expected to exceed initial attack capabilities or prescription.
5. **Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.

6. **Idaho Department of Lands (IDL):** The Idaho Department of Lands, and two timber protective associations, are responsible for fire prevention and protection on more than 6 million acres of state and private forests and rangeland in the State of Idaho.
7. **Initial Attack:** A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action or suppression.
8. **Initial Attack Fire:** A fire that is generally contained by the first dispatched fire suppression resources without significant augmentation or reinforcement.
9. **Interagency:** Involvement of two or more agencies to this Agreement.
10. **Jurisdictional Agency:** The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law or agreement.
11. **Mutual Aid:** Mutual aid is the act of assisting the Protecting Agency, at no cost for the first 24 hours or by written agreement, to suppress wildfires. Mutual aid is attained by the agreement among participating parties to respond with supporting resources, as available at the initial response of the wildfire. The types of resources available for mutual aid response will be further defined within the Operating Plan (OP).
12. **Mutual Aid Area:** An identified reciprocal initial attack zone for lands of intermingled or adjoining protection responsibility as identified by the mutual aid area maps in the Operating Plan (OP).
13. **Off Season:** This period is defined as the period of time where Federal Agencies typically do not have their initial attack resources readily available.
14. **Personal Protective Equipment (PPE):** Based on National Wildfire Coordinating Group (NWCG) standards equipment and clothing required to mitigate the risk of injury from or exposure to hazardous conditions encountered during the performance of duty.
15. **Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.
16. **Prescribed Fire:** Any fire intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific land management objectives.
17. **Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).
18. **Procurement Documents:** Agency specific financial obligation documents.

19. **Protecting Agency:** The Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, cooperative agreement, etc.
20. **Protection:** The actions taken to limit the adverse environmental, social, political, economic, and community values at risk.
21. **Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking an uncontrolled fire and for directing the suppression action.
22. **Protection Area Maps:** Official maps which identify areas of direct fire protection responsibility for each agency.
23. **Protection Boundary:** The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.
24. **Reciprocal Fire Protection:** Reciprocal fire suppression is the act of assisting the Protecting Agency, at no cost for the first 24 hours or by written agreement, to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the Protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local Operating Plans. Reciprocity may be thought of as the implementing mechanism of the Closest Forces Concept.
25. **Reimbursable Assistance:** Reimbursable Assistance is the provision of fire suppression resources, by one Party to another, on a reimbursement basis.
26. **Reimbursable Costs:** Costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement.
27. **Servicing Dispatch Center:** The dispatch center of the federal agency or Department/District who supports the initial response resources and/or first qualified agency fire officer on-scene who assumes command responsibility.
28. **Supplemental Fire Suppression and Cost Share Agreement:** A document prepared to distribute costs on a multi-jurisdictional incident.
29. **Supporting Agency:** An agency providing suppression or other support and resource assistance to a protecting agency.
30. **Suppression:** Management action to extinguish a fire or confine fire spread beginning with its discovery.
31. **Threat Fire:** Any fire a PROTECTING PARTY considers a threat to property under

their jurisdiction, or protection. A threat fire will be considered a mutual aid fire and all definitions of a mutual aid fire will apply. It is understood that the fire may reach other jurisdictions within the burning period.

32. **Non-Wildland Fire Incidents:** Any incidents outside the definition of wildland fire. Such incidents would include but limited to; structure, vehicle or dump fires, hazardous materials releases, and emergency medical response to public.
33. **Wildland Fire:** A fire that occurs in vegetation or natural fuels. Wildland fires are categorized into two distinct types:
 - a. **Wildfires** – Unplanned ignitions or prescribed fires that are declared wildfires
 - b. **Prescribed Fires** – Planned ignitions

IV. GENERAL PROVISIONS/GUIDELINES

1. OPERATING PLANS. The parties will meet annually, prior to the initiation of fire season to prepare an OPERATING PLAN (OP). This OP will include protection area maps for all parties, current rates for use of the DEPARTMENT equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this AGREEMENT as necessary for efficient implementation. This OP shall become attached to and a part of this AGREEMENT. If an OP has not been executed for the current year, the last executed OP shall be used.

2. RECIPROCAL FIRE PROTECTION (Mutual Aid). As deemed appropriate, the Parties will establish reciprocal initial attack, or mutual aid areas for lands of intermingled or adjoining protection responsibilities. Such areas will be mapped and made part of the OP. The length of mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the OP.

Within such areas SUPPORTING party may, upon request or voluntarily, take initial attack action in support of the PROTECTING party. The PROTECTING party will not be required to reimburse the SUPPORTING party for initial attack actions taking place in this area within the first **24 hours** following initial dispatch of suppression resources. All assistance beyond this mutual aid period will be reimbursable assistance, and will not be billed retroactively for the full period from the time of initial dispatch. The billing period will begin at the end of the 24-hour mutual aid period.

All initial attack ground resources and overhead are considered mutual aid resources. All aircraft and their associated support personnel costs are considered reimbursable assistance.

3. REIMBURSABLE ASSISTANCE. Reimbursable Assistance is the provision of fire suppression resources, by one Party to another, on a reimbursement basis. All requests to for reimbursable fire protection assistance must be clear and precise, and shall be processed and recorded through the dispatching systems of the Parties. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by the

Supporting Party and essential to filling the resource order, which are necessary and reasonable, shall be considered as Reimbursable Assistance.

All resources provided by the District/Department for suppression activities on federally administered lands during the "off season" will be considered reimbursable assistance. This period is defined as the period of time that Federal Agencies typically do not have their initial attack resources readily available. Off season dates are defined in the OP.

The Federal Agencies and the District/Department will provide current rate schedules and updates when rates change. The rates will be posted and updated in the OP.

4. REQUESTED ASSISTANCE. Outside Mutual Aid area, when requested by the PROTECTING party, the SUPPORTING party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.

Requested Assistance outside of the South Central Idaho Interagency Dispatch Center (SCIIDC), and/or State Boundaries, shall be coordinated through the Idaho Department of Lands Idaho Cooperative Mobilization Agreement (ICMA).

5. INDEPENDENT ACTION. Except as otherwise described in the OP, any party on its own initiative and without reimbursement may go upon lands protected by another party to suppress wildfires, if the fire is a threat to property within that party's protection responsibility. In such instances, the party taking action will promptly notify the protecting party.

If either party takes action on a fire independently, the SUPPORTING party will furnish the PROTECTING party a preliminary report (oral) within 24 hours of the action taken and a written incident report with ten (10) days.

6. NOTIFICATIONS. Each party will promptly notify the PROTECTING party of fires burning on or threatening lands for which that party has protection responsibility. When taking action, the SUPPORTING party will, as soon as possible, notify the PROTECTING party in accordance with the OP, detailing what equipment and personnel have been dispatched to the incident location.

7. BOUNDARY LINE FIRES. Boundary line fires will be the initial attack responsibility of the PROTECTING parties on either side of the boundary. Neither party will assume the other is aware of the fire, or is taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. When both parties have arrived at the fire it will be mutually agreed to the designation of the Incident Commander and notify the servicing dispatch center.

8. COST SHARING. On multi-jurisdictional incidents and incidents which threaten or burn across protection boundaries, the jurisdictional parties will jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities. See APPENDIX A for an example.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within an Agency's Protection Area will be the responsibility of that Agency.

Incidents within the mutual aid period not utilizing reimbursable assistance resources do not require a cost share.

9. COMMUNICATON SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the OP.

10. PRESCRIBED FIRE AND FUELS MANAGEMENT. The JURISDICTIONAL Party will inform all Parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement. The agencies to this agreement may provide assistance to one another as requested and agreed to for the purposes of performing fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented in a separate instrument.

11. FIRE PREVENTION. Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire protection and rural fire safety presentations and demonstrations.

12. FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures.

13. FACILITIES. The Parties may share or exchange facilities. This may include, but is not limited to, such things as dispatch centers, training facilities, administrative offices, fire stations, air attack bases, lookouts. OP may outline conditions for specific situations.

14. NATIONAL INCIDENT MANAGEMENT SYSTEM. The Parties to this Agreement will operate under the concepts defined in the National Incident Management System (NIMS) including: the Incident Command System (ICS), qualification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

15. NATIONAL INTERAGENCY INCIDENT MANAGEMENT TEAM SYSTEM. The Parties to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) National Incident Management System (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the Wildland Fire Qualifications Systems Guide (PMS-310-1).

16. DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. The Parties will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause. On initial attack actions, the Party taking the action is responsible to gather and preserve evidence and information pertaining to the origin and cause of the fire. To the extent permitted by applicable County, State and Federal laws, the Parties will cooperate to jointly investigate wildland fires of mutual interest and provide the appropriate jurisdictional Party with investigation files relative to specific fires. Each Party will promptly notify the other

Parties when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other Party.

17. TRAINING. The Parties will cooperate to insure that jointly provided training will produce safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Each Party is responsible for the training of their respective employees.

18. EQUIPMENT. Equipment owned and used by either Party to suppress fires on lands for which the other is responsible shall normally be operated, serviced, and repaired by the owning Party. This includes fuel, lubricants, and maintenance. Drivers and equipment operators will hold appropriate operating licenses to meet their respective District/Department, State and Federal regulations.

19. BILLING PROCEDURES. The SUPPORTING party will bill the PROTECTING party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations). Refer to the Operating Plan for specific billing procedures.

20. INDIRECT COST RATES - COOPERATIVE FIRE PROTECTION. When indirect cost rates are applied to federal reimbursements, the Parties agree to the following:

- a. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
- b. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
- c. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
- d. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

21. EMPLOYMENT POLICY. Employees of the parties of this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

22. LOANED (OR SHARED) EQUIPMENT AND SUPPLIES, CACHE ITEMS. The Parties recognize that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims clause, the parties agree that the Receiving/supporting Party shall replace or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.

23. RECIPROCAL FIRE WAIVER OF CLAIMS. Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fusees, hose, etc.). This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third Parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Jurisdictional Agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

24. EQUIPMENT, SUPPLIES, AND CACHE ITEMS. The Parties recognize that wildland fire suppression will often involve the use of equipment, supplies, and cache items. Equipment, supplies, and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims Clause, Parties agree that the receiving/supporting Party may replace or reimburse for damage in excess of reasonable wear and tear, and may replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting Party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.

25. APPROPRIATED FUND LIMITATION. Nothing herein shall be considered as obligating the parties to this agreement to expend funds, or as involving the parties in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this agreement and modifications thereto, except as specifically authorized by law.

26. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill). I updated with FOIA language from WO template

27. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

28. NONDISCRIMINATION. The DEPARTMENT/DISTRICT shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

29. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement DEPARTMENT/DISTRICT acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If DEPARTMENT/DISTRICT fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds DEPARTMENT/DISTRICT has

expended in violation of sections 433 and 434.

30. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). DEPARTMENT/DISTRICT shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

31. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Fire Department Contacts:

Fire Department Program Contact	Fire Department Administrative Contact
A.C.E Fire Protection Unit, Mike Santini 2123 South Elba-Almo Rd. Elba, ID 83342 Telephone: 208-312-9697 Fax: Email: santini@atcnet.net	Name: Address: Telephone: Fax: Email:
Fire Department Program Contact	Fire Department Administrative Contact
Albion Rural Fire Department, Shane Ramsey Star Route Box 25 Albion, ID 83311 Telephone: 208-431-8537 Fax: Email: afdramsey@gmail.com	Name: Address: Telephone: Fax: Email:
Fire Department Program Contact	Fire Department Administrative Contact
Bellevue Fire Department, Greg Beaver PO Box 825 Bellevue, ID 83313 Telephone: 208-788-9277 Fax: 208-788-2092 Email: bfdchief@bellevueidaho.us	Name: Address: Telephone: Fax: Email:

Fire Department Program Contact	Fire Department Administrative Contact
Burley Fire Department, Shannon Tolman PO Box 1090 Burley, ID 83318 Telephone: 208-878-7371 Fax: 208-878-7372 Email: stolman@burleyidaho.org	Name: Address: Telephone: Fax: Email:
Fire Department Program Contact	Fire Department Administrative Contact
Fairfield Fire Department, Mike Stewart PO Box 252 Fairfield, ID 83327 Telephone: 208-969-0089 Fax: 208-764-2335 Email: lmrequisition@juno.com	Fairfield Fire Department Mickey Dalin PO Box 252 Fairfield, ID 83327 Telephone: 208-764-2333 Fax: 208-764-2335 Email: treasurerfairfield@frontier.com
Fire Department Program Contact	Fire Department Administrative Contact
Hailey Fire Department, Craig Aberbach 617 South 3rd Ave Hailey, ID 83333 Telephone: 239-707-4911 Fax: 208-788-0279 Email: hfd@haileycityhall.org	Name: Address: Telephone: Fax: Email:
Fire Department Program Contact	Fire Department Administrative Contact
Ketchum City Fire Department, Tom Bowman PO Box 966 Ketchum, ID 83340 Telephone: 208-726-7805 Fax: 208-726-7844 Email: @ketchumfire.org	Name: Address: Telephone: Fax: Email:
Fire Department Program Contact	Fire Department Administrative Contact
Ketchum Rural Fire District, Tom Bowman PO Box 966 Ketchum, ID 83340 Telephone: 208-726-7805 Fax: 208-726-7844 Email: @ketchumfire.org	Name: Address: Telephone: Fax: Email:
Fire Department Program Contact	Fire Department Administrative Contact
North Cassia Fire Protection District, Shannon Tolman 1235 Miller Burley, ID 83318 Telephone: 208-878-7371 Fax: 208-878-7372 Email: stolman@burleyidaho.org	Name: Address: Telephone: Fax: Email:

Fire Department Program Contact	Fire Department Administrative Contact
Oakley Fire Department, Harlo Clark PO Box 91 Oakley, ID 83346 Telephone: 208-862-4911 Fax: Email: oakleyfire@gmail.com	Name: Address: Telephone: Fax: Email:
Fire Department Program Contact	Fire Department Administrative Contact
Raft River Rural Fire District, Brian Kincade PO Box 114 Malta, ID 83342 Telephone: Fax: Email: kincaderanch@gmail.com	Name: Address: Telephone: Fax: Email:
Fire Department Program Contact	Fire Department Administrative Contact
Rock Creek Fire Protection District, Greg Vawser PO Box 365 Kimberly, ID 83341 Telephone: 208-423-4336 Fax: 208-423-9727 Email: clerk@rcfd.id.gov	Rock Creek Fire Protection District, Jennifer Egbert PO Box 365 Kimberly, ID 83341 Telephone: 208-423-4336 Fax: 208-423-9727 Email: clerk@rcfd.id.gov
Fire Department Program Contact	Fire Department Administrative Contact
Salmon Tract Rural Fire Protection District, Rod Davis 2411 E 2450 N Twin Falls, ID 83301 Telephone: 208-655-4222 Fax: 208-655-4222 Email: strfpd@hotmail.com	Name: Address: Telephone: Fax: Email:
Fire Department Program Contact	Fire Department Administrative Contact
Sun Valley Fire Department, Taan Robrahn PO Box 416 Sun Valley, ID 83353 Telephone: 208-622-8234 Fax: 208-622-7600 Email: trobrahn@sunvalleyidaho.gov	Sun Valley Fire Department, Rachel Wayt PO Box 416 Sun Valley, ID 83353 Telephone: 208-622-5345 Fax: 208-622-7600 Email: rwayt@sunvalleyidaho.gov
Fire Department Program Contact	Fire Department Administrative Contact
Wood River Fire Protection District, Bart Lassman 117 East Walnut Hailey, ID 83333 Telephone: 208-788-5577 Fax: 208-788-5579 Email: blassman@wrfir.com	Wood River Fire Protection District, Jay Baitel 117 East Walnut Hailey, ID 83333 Telephone: 208-788-7438 Fax: 208-788-5579 Email: baitel@msn.com

Principal BLM Contacts:

BLM Program Contact	BLM Administrative Contact
Name: Tommy Hayes Twin Falls Dist. Fire Management Officer Address: 2878 Addison Ave E Twin Falls, ID 83301 Telephone: 208-735-4602 Fax: 208-735-2070 Email: thayes@blm.gov	Name: Brandi Van Kleeck Twin Falls Dist. Fire Business Address: 400 West F Street Shoshone, ID 83352 Telephone: 208-732-7259 Fax: 208-373-3850 Email: bvankleeck@blm.gov
	BLM Agreement Contact
	Linda Pitzer State Supervisory Procurement Analyst, MOU/MOA Reviewer Phone: 208-373-3909 Email: lpitzer@blm.gov

Principal U.S. Forest Service Contacts:

USFS Program Manager Contact	USFS Administrative Contact
Name: Nathan J Lancaster Sawtooth Fire Management Officer Address: 370 American Ave Jerome, ID 83338 Telephone: 208-423-7535 Fax: 208-423-7570 Email: nathan.lancaster@usda.gov	Name: Susan L Brown Sawtooth Fire Business Management Address: 370 American Ave Jerome, ID 83338 Telephone: 208-423-7575 Fax: 208-423-7570 Email: slbrown@fs.fed.us
	U.S. Forest Service G&A Contact
	Mallory Munz Lead Grants and Agreements Specialist Phone: 208-373-4289 Email: mmunz@fs.fed.us

32. **MODIFICATION.** Modifications within the scope of the instrument must be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing at least ___ days prior to implementation of the requested change. The Federal Agencies are not obligated to fund any changes not properly approved in advance.

33. **TERMINATION BY MUTAL AGREEMENT.** This Agreement may be terminated, in whole or part, as follows:

- a. When the Federal Agencies and District/Department agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- b. By 30 days written notification District/Department to the Federal Agencies setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.
- c. If, in the case of a partial termination, the Federal Agencies determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the Federal Agencies may terminate the agreement in its entirety.

34. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through 12/31/2024; five years from said date; at which time it will expire unless extended.

35. AUTHORIZED REPRESENTATIVES. By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the Parties hereto have executed this agreement as of the last date written below.

Michael Santini 5-7-2019
 Mike Santini, Fire Chief Date
 A.C.E Fire Protection Unit

 Shane Ramsey, Fire Chief Date
 Albion Rural Fire Department

Greg Beaver 5-9-19
 Greg Beaver, Fire Chief Date
 Bellevue Fire Department

 Mike Stewart, Fire Chief or Scott Marolf, Mayor Date
 Fairfield Fire Department

Craig Aberbach 5-9-19
 Craig Aberbach, Fire Chief Date
 Hailey Fire Department

Tom Bowman 5/9/19
 Tom Bowman, Fire Chief Date
 Ketchum City Fire Department

 Neil Bradshaw, Mayor Date
 Ketchum City Fire Department

Tom Bowman

Tom Bowman, Fire Chief
Ketchum Rural Fire District

5/9/19

Date

Jed Gray

Jed Gray, Fire Commissioner
Ketchum Rural Fire District

5/9/2019

Date

Shannon Tolman, Fire Chief
North Cassia Fire Protection District

Date

Harlo Clark

Harlo Clark, Fire Chief
Oakley Fire Department

5/7/19

Date

Brian Kincade

Brian Kincade, Fire Chief
Raft River Rural Fire District

5/7/19

Date

Greg Vawser

Greg Vawser, Assistant Fire Chief
Rock Creek Fire Protection District

5-1-19

Date

Rod Davis, Fire Chief
Salmon Tract Rural Fire Protection District

Date

Taan Robrahn

Taan Robrahn, Fire Chief
Sun Valley Fire Department

5/9/19

Date

Bart Lassman

Bart Lassman, Fire Chief
Wood River Fire Protection District

5/9/19

Date

MICHAEL C COURTNEY, District Manager
Twin Falls District, Bureau of Land Management

Date

JIM DEMAAGD, Forest Supervisor
Sawtooth National Forest


Date

The authority and format of this instrument have been reviewed and approved for signature.


MALLORY MUNZ
U.S. Forest Service Grants Management Specialist

4/11/19

Date


LINDA PITZER
BLM Agreement Reviewer

4/11/19

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**EXHIBIT A
EXAMPLE COST SHARE AGREEMENT**

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident:

1. Incident Name:	ENTER NAME	Origin Date:	ENTER DATE	Time:	ENTER TIME
2. Origin: Township:	ENTER #1	Range:	ENTER #2	Section:	ENTER #3
3. Estimated Size:	ENTER ACRES	acres at the time of this agreement			
4. Agency #1:	ENTER #1 AGENCY	Incident #:	ENTER #1 NUMBER	Financial Code:	ENTER #1 CODE
Agency#2:	ENTER #2 AGENCY	Incident #:	ENTER #2 NUMBER	Financial Code:	ENTER #2 CODE
[if applicable] Agency #3:	ENTER #3 AGENCY	Incident #:	ENTER #3 NUMBER	Financial Code:	ENTER #3 CODE

INCIDENT START DATE AND TIME: at hours

Protection Units:

INCIDENT CAUSE:

COMMAND STRUCTURE:

Start Date/Time: at

End Date/Time: at

COST-SHARE PERIOD:

INCIDENT COMMANDER(s):

INCIDENT COMMANDER(s):

AGENCY ADMINISTRATOR(s):

UNIFIED ORDERING POINT:

Agency Administrators/Representatives participating in development of this cost share agreement:

This cost share agreement between the above mentioned agencies was prepared under the following guidelines (*THE FOLLOWING GUIDELINES ARE NEGOTIATED*):

In accordance with the following **COOPERATIVE FIRE PROTECTION AGREEMENT Between the «Department», the USDI, BUREAU OF LAND MANAGEMENT TWIN FALLS DISTRICT and the USDA, FOREST SERVICE SAWTOOTH NATIONAL FOREST.**

1. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Agency Administrators (AA) or Agency Representatives (AR) mutual agreement.
 2. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
 3. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
 4. Agency specific costs will not be shared.
 5. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
 6. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
 7. Daily cost sharing will be provided for review to the AA/ARs for information.
 8. Sharing of final actual costs between the agencies will be based on a summary of incident suppression costs and each agency's proportionate share thereof as agreed to by the agency representatives.
 9. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC's/AA's and will be calculated as a separate cost. IMTs are responsible for providing the tracking records associated with aircraft and retardant costs.
 10. MAFFS will be paid by the USFS and not included in the cost pool.
 11. Each agency will be responsible for collecting actual cost/expenditure data that will make up their respectable costs.
 12. This cost share will terminate at a date and time agreed upon by all agency administrators at the conclusion of the incident or when conditions significantly change resulting in a need to end or modify this agreement.
 13. The parties to this agreement will meet to determine the total costs of each agency on the incident. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency.
- In accordance with the attached documentation, it is hereby agreed that cost sharing on this incident will be:

AGENCY

GROUND
RESOURCES

AIRCRAFT/RETARDANT

<u>DEPARTMENT</u>	<u>%</u>	<u>%</u>
<u>USFS</u>	<u>%</u>	<u>%</u>
<u>BLM</u>	<u>%</u>	<u>%</u>

This agreement and the shares are our best judgments of agency cost responsibilities.

Signature, Agency Administrator

Signature, Agency Administrator

Printed Name, Agency Administrator

Printed Name, Agency Administrator

Mailing Address:

Mailing Address:

Telephone:

Telephone:

Date of this finalized agreement:

Incident Business/Administrative Contact:

Incident Business/Administrative Contact:

Attachments:



City of Ketchum

May 20, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing, deliberate, and approve the 1st reading of the proposed light industrial district 48' and 58' workforce overlay map and text amendments (Ordinance #1192) with any specific edits deemed necessary

Recommendation and Summary

Staff is recommending the Council approve the proposed light industrial (LI) district amendment and adopt the following motion:

“I move to approve the 1st reading of proposed Ordinance #1192 [Please note any specific edits to the ordinance, as shown in Exhibit AA, that are needed for 2nd reading].”

The reasons for the recommendation include:

- The proposed ordinance balances stakeholder concerns with recent recommendations to improve the financial feasibility of possible mixed-use projects in the LI, including:
 - Adding back into the ordinance a 58' height allowance within a sub-area of the LI-2 district;
 - Retaining existing parking requirements at 1 parking space/bedroom, noting however that the administrator has the latitude to exempt certain uses, such as community housing units, and administratively approve parking reductions on a project-by-project basis. See §17.125.040.C.2 and §17.125.070 of the Ketchum Municipal Code (KMC) and subject transportation/parking demand engineering provisions as adopted in Ordinance #1158 in 2017;
 - Allowing buildings in the LI-2 district to be purposed 100% for light industrial uses or, alternatively, 75% residential in 4-story buildings or 80% residential in 5-story buildings;
 - Preserving current disallowance of general business offices in the LI district (even on 2nd floors or above), given: use compatibility concerns; goal to encourage like trades within LI district; limited LI use inventories that cannot go elsewhere in the city; concerns that business offices, such as real estate offices in the LI will undermine the proposed work/live model for the area; and, a general sensitivity to existing office vacancies in the Community Core and Tourist Districts;

- Retaining the city’s prohibition against no first floor residential occupancies in the LI-1 and LI-2 zoning district, but conditionally allowing community housing on the first floor in only the LI-3 district; and
- Impressing the importance of LI compatibility with any increases of residential occupancies by:
 - requiring a CUP for residential units and incorporating anti-nuisance notice provisions in all issued permits;
 - keeping unit sizes relatively small (1,000 SF in LI-1 and LI-2);
 - prioritizing long-term rental occupancies; and
 - limiting incursion of market-rate ownership units (limited to 1/3 of the residential occupancy square footage for 4- and/or 5-story buildings) in an attempt to minimize complaints/LI conflicts and short-term subletting (landlord leases typically do not permit apartment subletting, short-term or otherwise, without a host of stipulations and controls).
- Additional evidence supporting adoption of Ordinance #1192 are set forth in Exhibit BB, which compiles the staff report presented to the KCC on April 15, 2019 inclusive of Exhibits B through G.

Background & Analysis

Previous staff reports have detailed the history of residential uses in the light industrial district and the importance of LI to the city’s employment and service base. While many uses can occur in Ketchum’s LI, which encompasses 60.94 acres and represents 2.9% of the overall land base within Ketchum City Limits (see Exhibit C), many LI uses cannot occur elsewhere in the City.

To accommodate the city’s need for workforce housing while also safeguarding the city’s limited LI land use base, the proposed amendments to Title 17 of the KMC include, among other provisions, that proposed residential uses be: (a) subordinate to LI in terms of access and location (2nd floor or above), except in the LI-3; (b) be subject to a CUP; and (c) in accordance with residential anti-nuisance provisions.

Additional ordinance edits address the LI purposes, residential ownership and rental options, LI fence heights, clarifications within the district use matrix and bulk standards, and mapping of both a 48’ and 58’ height overlay district map in the LI for special projects meeting specified criteria such as qualifying ground floors.

For additional details on each of the proposed amendments to the KMC, as approved by the Ketchum Planning and Zoning Commission on October 8, 2018 and with additional edits proposed by staff in response to directions from the Ketchum City Council on April 15, 2019, see proposed ordinance #1192 in Exhibit AA.

Attachments/Exhibits

Attached to this staff report are two main exhibits as follows:

Exhibit AA – Proposed Ordinance #1192

- Edits Eight Sections of KMC
- Includes 48’ & 58’ / Workforce Overlay Map
- Note: edits recommended by the KCC on 4/15/19 are referenced in red

Exhibit BB – Copy of staff report and exhibits presented to the KCC on April 15, 2019 inclusive of Exhibits B - G

A - Note: the previously Proposed Ordinance #1192, as recommended by the Ketchum Planning & Zoning Commission on 10/8/18, is not included. Rather, it has been updated as set forth in Exhibit AA herein above.

B – Public Comment

C – Procedural Items

D – Light Industrial Reference Material

- Comprehensive Plan Analysis RE: Retaining LI as Primary Use in LI Districts
- Ground Floor Clear Heights
- Use Matrix with Definitions Worksheet
- Business License & Related Data

E – Residential Uses in Light Industrial

- Comprehensive Plan Analysis RE: Residential Uses as Secondary Use in LI District
- Ordinance History of Residential Uses in Ketchum’s Light Industrial Districts
- Reference Literature

F – LI Height Modeling

G - January 23, 2019 open house presentation and summary results

Exhibit AA

ORDINANCE NO. 1192

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING: SECTION 17.08.020: TERMS DEFINED; SECTION 17.18.140 THROUGH 17.18.160: PURPOSE OF THE LIGHT INDUSTRIAL DISTRICTS NUMBER 1, 2, AND 3; SECTION 17.12.010: ZONING AND OVERLAY DISTRICTS AND MAP; SECTION 17.12.020: DISTRICT USE MATRIX; SECTION 17.12.030: DIMENSIONAL STANDARDS, DISTRICTS MATRIX; SECTION 17.12.050: LI-1, LI-2, AND LI-3 DIMENSIONAL STANDARDS, DISTRICT MATRIX; SECTION 17.124.090: RESIDENTIAL: LIGHT INDUSTRIAL DISTRICTS; SECTION 17.124.130: FENCES, HEDGES AND WALLS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

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

.....

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

Section 1: AMENDMENTS TO SECTION 17.08.020, TERMS DEFINED. That Title 17 of the Ketchum Municipal Code be amended to

Section 2: AMENDMENTS TO SECTION 17.18.140 THROUGH 17.18.160, PURPOSE OF THE LIGHT INDUSTRIAL DISTRICTS NUMBER 1, 2, AND 3. That Title 17 of the Ketchum Municipal Code be amended to

Section 3: AMENDMENTS TO SECTION 17.12.010, ZONING AND OVERLAY DISTRICTS AND MAP. That Title 17 of the Ketchum Municipal Code be amended to

Section 4: AMENDMENTS TO SECTION 17.12.020, DISTRICT USE MATRIX. That Title 17 of the Ketchum Municipal Code be amended to

Section 5: AMENDMENTS TO SECTION 17.12.030, DIMENSIONAL STANDARDS, DISTRICTS MATRIX. That Title 17 of the Ketchum Municipal Code be amended to

Section 6: AMENDMENTS TO SECTION 17.12.050: LI-1, LI-2, AND LI-3 DIMENSIONAL STANDARDS, DISTRICT MATRIX. That Title 17 of the Ketchum Municipal Code be amended to

Section 7: AMENDMENTS TO SECTION 17.124.090: RESIDENTIAL: LIGHT INDUSTRIAL DISTRICTS. That Title 17 of the Ketchum Municipal Code be amended to

Section 8: AMENDMENTS TO SECTION 17.124.130: FENCES, HEDGES AND WALLS. That Title 17 of the Ketchum Municipal Code be amended to

Section 9: AMENDMENTS TO SECTION 17.18.140 THROUGH 17.18.160, PURPOSE OF THE LIGHT INDUSTRIAL DISTRICTS NUMBER 1, 2, AND 3. That Title 17 of the Ketchum Municipal Code be amended to

Section 10: SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 11: REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 12: PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit C, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 13: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication, according to law.

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

APPROVED BY the Mayor of the City of Ketchum, Idaho, this _____ day of _____ 2018.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

SECTION 1 – Definitions

Proposed amendments to the Definitions (§17.08.020) of Title 17 of the KMC follow. All new text proposed to be added are underlined. Text that is proposed to be repealed is ~~stricken~~.

17.08.020 DEFINITIONS:

BUSINESS SUPPORT SERVICE: The use of land for the sale, rental, or repair of office equipment, supplies, and materials, or the provision of services used by office and service establishments. Uses include: ~~Typical uses include, but are not limited to,~~ office equipment and supply firms, small business machine repair shops, convenience printing and copying establishments, or information technology support services.

CONSTRUCTION MATERIAL LAYDOWN YARD: A site identified and approved as part of a Construction Activity Plan or other city-issued permit for a specific construction project. Construction material laydown yards are intended to be used on an intermittent basis in association with a singular, permitted development project.

CRAFT/COTTAGE INDUSTRY: A facility devoted solely to the arts and crafts that produces or makes items that by their nature, are designed or made by an artist or craftsman by using hand skills.

DAYCARE, ONSITE EMPLOYEE: Child care programs that occur in facilities where parents are on the premises.

HEALTH AND FITNESS FACILITY – WELLNESS FOCUS: HEALTH AND FITNESS FACILITY: A business or membership organization providing exercise facilities and/or nonmedical personal services to patrons, with a focus on wellness and characterized by low-impact movements and/or lack of mechanized equipment, including, but not limited to, yoga and Pilates studios, dance studios, gymnasiums, personal training studios, private clubs (athletic, health, or recreational), tanning salons, and weight control establishments.

HEIGHT OF BUILDING/LIGHT INDUSTRIAL DISTRICTS: The greatest vertical distance measured at any point from natural, existing, or finished grade, whichever is lowest, to the highest point of the roof, except where expressly exempted by 17.12.050. No facade shall be greater than the maximum height permitted in the zoning district. Building heights in light industrial districts are subject to the qualifying ground floor heights and residential standards contained in 17.124.090.

INDUSTRIAL DESIGN: The professional service of creating and developing concepts and specifications that optimize the function, value and aesthetics of products and systems for the mutual benefit of both user and manufacturer, often employing design thinking strategies. Typically, industrial design is intended to result in tangible goods that can be mass produced. Industrial design businesses may include on-site prototyping, fabrication, and manufacturing.

INSTRUCTIONAL SERVICE: The use of land for the provision of ~~informational, instructional and similar~~ services for personal improvement other than physical improvement. ~~Typical uses~~ Uses include, but are not limited to, ~~health or physical fitness studios facilities, dance,~~ music, painting, ceramics, arts or photography studios, fiber arts, educational tutoring facilities, handicraft or hobby instruction.

OFFICE, CONTRACTOR-RELATED BUSINESS: An establishment wherein the primary use is the conduct of a business or profession specifically related to building contracting including, design services, engineering, construction and property.

PRODUCT DESIGN: See Industrial Design.

PROFESSIONAL RESEARCH SERVICES: An establishment that specializes in ~~performing~~ professional, scientific, and technical research services and is may inclusive of light manufacturing as an accessory use. Uses are limited to: ~~Typical uses include, but are not limited to, construction contractors,~~ physical distribution and logistics, engineering and specialized design services, electronic and computer services, ~~photographic services,~~ research, development and scientific services, ~~and internet or remote sales and marketing.~~ This definition does not include uses which create vibration outside the exterior building walls, or uses that would diminish the quality of air and water in the city.

PUBLIC USE: A structure or use intended or used for a public purpose by a city, other than the city of Ketchum, a school district, the county, the state, or by any other public agency, or by a public utility.

PUBLIC UTILITY: An organization that maintains the infrastructure for a public service, which often also provides a service using that infrastructure.

QUALIFYING GROUND FLOOR: A ground floor of a building, where the start of the second story is 18 feet or more above the level of the finished floor. In the LI zoning districts, buildings where not less than seventy percent (70%) of the structure has a Qualifying Ground Floor are permitted a higher overall height.

RECREATION FACILITY, HIGH INTENSITY: A recreation facility that, due to the nature of the use, requires floor area or mass and volume, or generates higher decibel levels, that are more appropriately accommodated in the light industrial area or are buffered from residential or pedestrian-oriented commercial activity on a large recreational use zoned parcel district than in the Community Core or a Tourist zone. Uses include indoor shooting range, dryland hockey training facility, gymnastics/tumbling gym, and instructional or personal training facilities wherein the instruction involves throwing, dragging, or launching heavy equipment.

RESTRICTIVE COVENANTS: A restrictive covenant runs with the land and, thereby, binds present and future owners of the property. Restrictive covenants are used to implement the conditions of a land use approval or ensure implementation of project mitigations and components.

STORAGE YARD: Storage of large equipment, operable vehicles and construction/property maintenance materials on an ongoing or permanent basis. This shall not include junkyards or wrecking yards.

TV AND RADIO BROADCASTING: An installation consisting of one or more transmitters or receivers used for radio, television or cable communications or broadcasting.

WORK/LIVE UNITS: Work/Live units incorporate residential living space in a non-residential building. Work/live units are held jointly in common ownership and the work and live spaces cannot be sold or platted as separate condominiums, as documented with a city-approved restrictive covenant recorded against the property.

SECTION 2 – Light Industrial Area Purposes.

All new text proposed to be added to the LI purpose section is underlined. Text that is proposed to be repealed is ~~stricken~~.

17.18.140: LIGHT INDUSTRIAL DISTRICT NUMBER 1 (LI-1)

- A. Purpose: The LI-1 light industrial district number 1 is established as a transition area ~~providing limited commercial service industries, limited retail, small light manufacturing, research and development, and offices related to building, maintenance and construction and which generate little traffic from tourists and the general public~~ between the Community Core and the LI-2 district. The LI-1 district provides suitable locations and environs for (1) limited business and personal services; (2) small light manufacturing; (3) research and development; (4) offices related to building, maintenance and construction; (5) limited retail; and, (6) multiple-family dwellings, constructed to be secondary and subordinate to the primary light industrial purpose of the LI-1. Traffic to the LI-1 district is intended to be generated primarily by uses related to the industrial trades and secondarily by other permitted uses that, due to the natures of the uses, are not reliant on pedestrian traffic or high visibility, and/or are not permitted in other zoning districts, and/or are characterized by sale, rental, or service of large, bulky equipment or materials, necessitating location of such use in a light industrial zone.

17.18.150: LIGHT INDUSTRIAL DISTRICT NUMBER 2 (LI-2)

- A. Purpose: The LI-2 light industrial district number 2 is the city's primary light industrial area and is established ~~to provide for a permanent year round employment base and the location of light manufacturing, wholesale trade and distribution, research and development, service industries, limited related, bulk retail and offices related to building, maintenance and construction and which generate little traffic from tourists and the general public.~~ with the foremost purpose of providing suitable land and environs for uses that are not appropriate in other commercial zones due to their light industrial nature, but which provide an essential or unique service to support the local economy and permanent year-round employment base. Uses include: (1) light manufacturing; (2) wholesale trade and distribution; (3) research and development; (4) service industries; (5) limited bulk retail and; (6) offices related to building, maintenance and construction. A secondary purpose of the LI-2 is to provide multiple-family dwellings, constructed to be secondary and subordinate to the primary light industrial purpose of the LI-2. Uses in the LI-2 are intended to generate traffic primarily from the industrial trades and secondarily by other permitted uses that, due to the natures of the uses, are not reliant on pedestrian traffic or high visibility, and/or are not permitted in other zoning districts, and/or are characterized by sale, rental, or service of large, bulky equipment or materials, necessitating location of such use in a light industrial zone.

17.18.160: LIGHT INDUSTRIAL DISTRICT NUMBER 3 (LI-3)

- A. Purpose: The LI-3 light industrial district number 3 is established as a transition area ~~providing for a permanent year round employment base and the location of research and development, wholesale trade and distribution and high technology industries along with offices related to building, maintenance and construction and which generate little traffic from tourists and the general public and providing a mix of deed restricted and market rate housing.~~ between the LI-2 zoning district and the residential LR and GR-L districts. The LI-3 district provides suitable locations and environs for a permanent year-round employment base comprised of (1) research and development; (2) wholesale trade and distribution; (3) technology industries; and (4) offices related to building, maintenance and construction uses; and, (5) deed restricted and market rate multi-family dwellings located within mixed-use buildings. Uses in the LI-3 are intended to generate traffic primarily from the employers and employees of permitted uses and secondarily from deed restricted and market rate housing units.

SECTION 3 – NEW MAP AND SUB-DISTRICTS ... 17.12.010

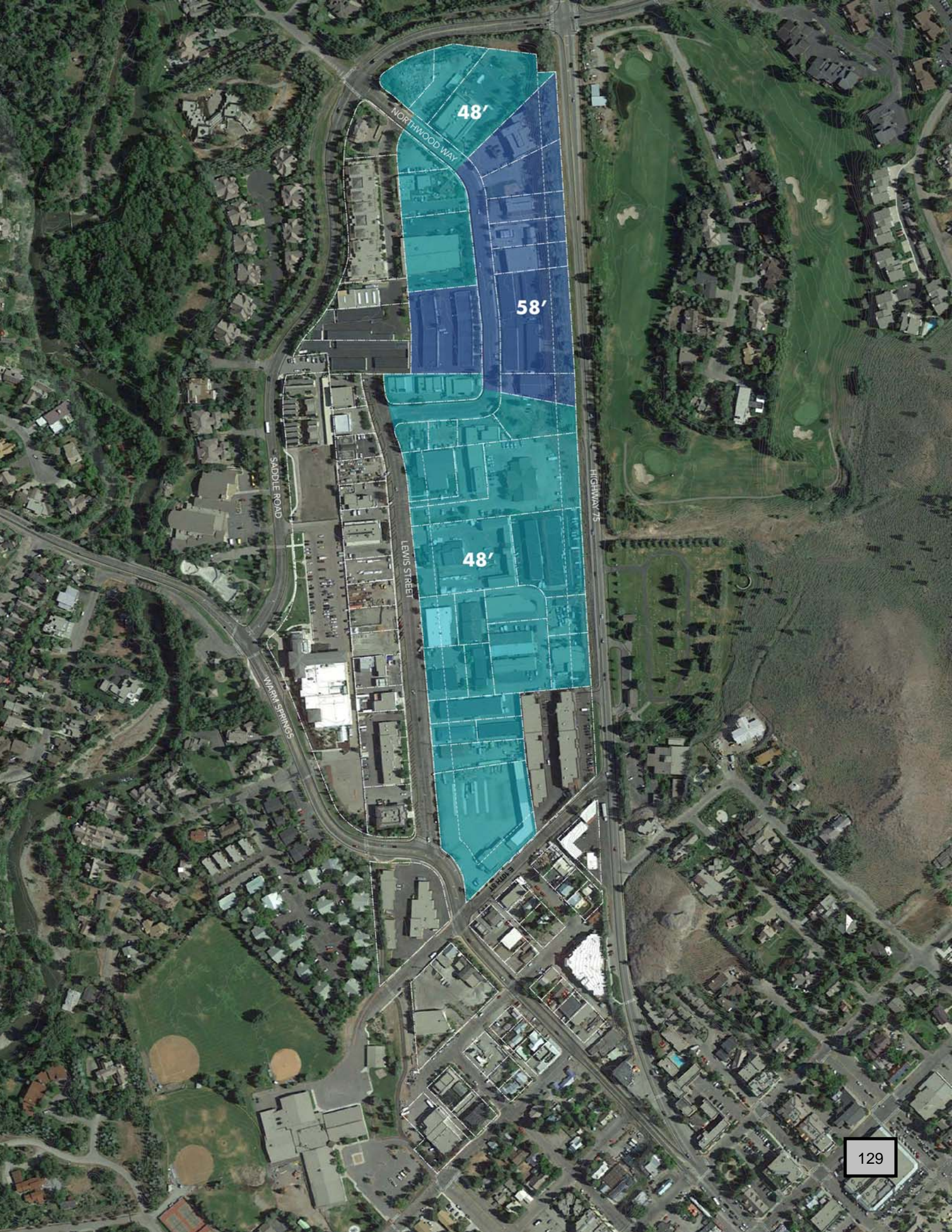
Proposed amendments to the zoning districts and overlay districts and the official zoning map of the city (§17.12.010) of Title 17 of the KMC follow. All new text proposed to be added to the LI purpose section is underlined. Text that is proposed to be repealed is ~~stricken~~. Text that is ~~*stricken, underlined, and italicized*~~ is text that was recommended by the Planning and Zoning Commission to omit from the ordinance presented to Council.

17.12.010: Zoning Map Districts

A. Establishment of Districts: In order to carry out the provisions of this title, the City of Ketchum, Idaho is divided into the following zoning districts and overlay districts:

Zoning Districts	
LR	Limited residential district
LR-1	Limited residential - one acre district
LR-2	Limited residential - two acre district
GR-L	General residential - low density district
GR-H	General residential - high density district
STO-.4	Short term occupancy - .4 acre district
STO-1	Short term occupancy - one acre district
STO-H	Short term occupancy - high density district
T	Tourist district
T-3000	Tourist - 3000 district
T-4000	Tourist - 4000 district
CC	Community core district
<u>CC-1</u>	<u>Community Core Subdistrict 1 - Retail Core</u>
<u>CC-2</u>	<u>Community Core Subdistrict 2 - Mixed Use</u>
LI-1	Light industrial district number 1
LI-2	Light industrial district number 2
LI-3	Light industrial district number 3
RU	Recreation use district
AF	Agricultural and forestry district

Overlay Districts	
FP	Floodplain management overlay zoning district
A	Avalanche zone <u>overlay</u> district
WSBA	Warm Springs base area overlay district
WSBA-1	Warm Springs base area overlay district-1
MO	Mountain overlay zoning district
<u>48'</u>	<u>Light industrial 48' height overlay district</u>
<u>58'</u>	<u>Light industrial 58' height overlay district</u>



SECTION 4 – LI-1, LI-2, and LI-3 Land Use Matrix ... 17.12.020

Title 17 of the KMC sets forth a series of regulated uses by district.

In the LI-1, LI-2, and LI-3 the following uses, as defined in §17.08.020, are either Permitted (P), Conditional (C), or Accessory (A).

Proposed amendments to the District Use Matrix (§17.12.020) are as follows. All new text proposed to be added to the land use matrix and/or definitions section of Title 17 are underlined and highlighted in yellow (for ease of assessing proposed amendments). Text that is proposed to be repealed is ~~stricken and highlighted in yellow~~.

DISTRICT USES		L	L	L	G	G	S	S	S	T	T	T	C	C	L	L	L	R	A	
		R	R	R	R	R	T	T	T	SD	SD	I	I	I	U	F				
		1	2	L	H	O.4	O.1	O.H	T	3000	4000	1	2	1	2	3	U	F		
PUBLIC & INSTITUTIONAL	Cultural Facility												P	P				C		
	Geothermal Utility										C ⁷									
	Hospital												C	C						
	Medical Care Facility					C			P				P	P						
	Nature Preserve	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Parking Facility, Off-Site									C	C	C	C	C	C					
	Parking, Shared									C ⁸	C ⁸	C ⁸	P ⁸	P ⁸	C ⁸	C ⁸	C ⁸			
	Performing Arts Production												P	P					C	
	Public Use	C	C	C	C	C	C	C	C	EP	C	C	P	P	EP	EP	EP	EP	C	
	Public Utility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Recreation Facility, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Recreation Facility, high intensity														P	P				
	Recycling Center															PC				
	School residential campus																	P ³⁰		
Semi-Public Use					C				C	C	C	P	P					C	C	
ACCESSORY	Agriculture, Urban	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	
	Avalanche Protective, Deflective, or Preventative Structure/Earthwork	C	C	C	C	C	C	C	C	C	C	C							C	C
	Daycare Home	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴			C ⁴				A ⁴	
	Daycare, Onsite Employees														A	A	A			
	Dwelling Unit, Accessory	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸						A ¹⁸
	Electric Vehicle Charging Station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
	Energy System, Solar	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
	Energy System, Wind	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
	Fallout Shelter	A	A	A	A	A	A	A	A	A	A	A	A	A	A					A
	Guesthouse	A	A	A	A	A	A	A	A	A	A	A								
	Home Occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
	Recreation Facility, Residential	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A ³⁶	A ³⁶	A ³⁶		
	Equestrian Facility, Residential	A	A	A	A	A	A	A	A	A	A	A								A
Sawmill, Temporary																			C	

1. A multi-family development containing up to two (2) dwelling units is permitted.
2. Two (2) one-family dwellings are permitted.
3. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in Chapter 17.08 are permitted.
4. Use is not permitted in the Avalanche Zone. Reference Zoning Map.
5. Retail trade is permitted but must not exceed 2,500 square feet.
6. Uses must be subordinate to and operated within tourist housing and not to exceed ten percent (10%) of the gross floor area of the tourist housing facility.
7. Utility for offsite use.
8. See section 17.125.070 17.125.080 for shared parking standards.
9. Drive-throughs are not allowed in association with food service establishments.
10. This is a permitted use, however offices and professional services on the ground floor with street frontage require a conditional use permit.
11. Tourist houses shall only be located in existing one-family dwellings. Additions to the home shall not exceed 20 percent (20%) of the existing square footage.
12. The following forms of retail trade are permitted: (a) Equipment rental, including sporting equipment and entertainment equipment, (b) Building, construction and landscaping materials; small engines with associated sales (c) Retail in conjunction with manufacturing, warehousing or wholesaling not to exceed 30% gross floor area or 800 square feet, whichever is less; no advertising is displayed from windows or building facades; and no access onto a major arterial is allowed if an alternative access is available.
13. Personal service is not allowed except for laundromats and dry cleaning establishments.
14. See section 17.124.090 of this title for industrial districts residential development standards.
15. Catering and food preparation is permitted. Restaurants require a conditional use permit and shall not exceed 1,000 square feet and serve no later than 9:00 P.M. unless expressly permitted through approval of the conditional use permit.
16. The following forms of retail trade are permitted: (a) Equipment rental, including sporting equipment and entertainment equipment (b) Building, construction and landscaping materials; small engines with associated sales (c) Furniture and appliances in conjunction with warehousing not to exceed 18% gross floor area or 900 square feet, whichever is less; (d) Other retail in conjunction with manufacturing, warehousing or wholesaling; it is limited to 10% gross floor area or 500 square feet, whichever is less. ---- Retail uses (c) & (d) shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available.
17. See section 17.124.120.C of this title for industrial districts daycare development standards.
18. See section 17.124.070 of this title for accessory dwelling unit development standards.
19. A maximum of five (5) dwelling units are allowed through a conditional use permit and shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.
20. Indoor only.
21. Only allowed in conjunction with an equestrian facility.
22. See section 17.124.080 of this title for urban agriculture development standards.
23. See chapter 17.140 for wireless communications facility provisions.
24. Allowed on the ground floor only.
25. See section 17.124.050 of this title for hotel development standards.
26. Ground floor street frontage uses are limited to retail and/or office uses. In subdistrict A₁ office uses require a conditional use permit.
27. Ground floor only.

DISTRICT USES	L R	L R 1	L R 2	G R L	G R H	S T O 0.4	S T O 1	S T O H	T	T 3000	T 4000	C C SD 1	C C SD 2	L I 1	L I 2	L I 3	R U	A F
----------------------	----------------	----------------------	----------------------	----------------------	----------------------	------------------------------	----------------------------	----------------------------	----------	-------------------	-------------------	-----------------------------	-----------------------------	----------------------	----------------------	----------------------	----------------	----------------

28. Through the provision of a conditional use permit, the planning and zoning commission may approve a 20% increase to the total existing square footage of an existing nonconforming one-family dwelling.

29. Use is allowed as an accessory use through the provision of a conditional use permit.

30. Development agreement and compliance with §17.124.090.C required.

31. Vehicular access from Highway 75 to motor vehicle fueling stations is prohibited.

32. All commercial and neighborhood off-site snow storage uses are subject to the standards set forth in section 17.124.160 of this title. Conditional Use Permits are required of all off-site snow storage operations when the project: (a) affects greater than one-half acre; or, (b) has, at the discretion of the Administrator, the potential to negatively impact neighboring uses within 300' of the proposed neighborhood or commercial off-site snow storage operation.

33. Short Term Rental in the Avalanche Overlay zone is permitted subject to the regulations found in Chapter 17.92, Avalanche Overlay District.

34. Gross floor area for individual retail trade is limited to 36,000 gross square feet and net leasable floor area for grouped retail trade is limited to 55,000 net leasable square feet.

35. Commercial studios in the Light Industrial Districts are subject to the standards of section 17.124.150 of this title.

36. Residential recreation facilities in the Light Industrial Districts are not allowed except for residents and guests of a particular residential development.

37. Permitted on the second floor and above only. For single-story buildings in existence on (date of ordinance adoption) the use is permitted on the ground floor.

SECTION 5 – LI-1, LI-2, and LI-3 Dimensional Standards, District Matrix

All new text proposed to be added to the LI purpose section is underlined. Text that is proposed to be repealed is ~~stricken~~. Text that is ~~stricken, underlined, and italicized~~ is text that was recommended by the Planning and Zoning Commission to omit from the ordinance presented to Council.

17.12.030: DIMENSIONAL STANDARDS, DISTRICTS MATRIX:

- A. Unless otherwise specified, development in the city shall comply with the standards set forth in the dimensional standards, districts matrix. All community core district dimensional standards are listed in section 17.12.040 of this chapter.
- B. The minimum lot size listed in the dimensional standards, districts matrix applies unless the health district determines that additional area is required to meet minimum health standards.
- C. In addition to the requirements of the dimensional standards, districts matrix, the regulations of chapter 17.128, "Supplementary Location And Bulk Regulations", of this title apply.

DIMENSIONAL STANDARDS, DISTRICTS MATRIX

See section 17.12.040 this chapter for community core dimensional standards.

See section 17.12.050 of this chapter for light industrial dimensional standards.

District	Minimum Lot Area	Minimum Lot Area with PUD	Minimum Lot Area, Townhouse Sublot	Lot Width	Building Height	Maximum Building Coverage/FAR	Minimum Open Space	Front Setback	Side Setback	Rear Setback	Lot Lines Created by Townhouse Sublots	Setbacks From Hwy 75	Setback on Warm Springs Rd.	Setbacks Along 200' Former RR ROW
LR	9,000 sf	n/a	n/a	80' avg	35'	35%	n/a	15'	The greater of 1' for every 2' in building height, or 10'	20'	n/a	25'/32' ⁷	30'	3'
LR-1	1 acre	n/a	n/a	100' avg	35'	25%	n/a	15'		20'	n/a	80'	30'	n/a
LR-2	2 acres	n/a	n/a	100' avg	35'	25%	n/a	15'		20'	n/a	400' ⁶	30'	n/a
GR-L	8,000 sf	8,000 sf plus 4,000 for every unit over 2	Equal to that of the perimeter of the townhouse unit	80' avg	35'	35%	n/a	15'	The greater of 1' for every 3' in building height, or 5' ¹	The greater of 1' for every 3' in building height, or 15' ¹	0'	25'/32' ⁷	30'	n/a
GR-H	8,000 sf	n/a		80' avg	35' ²	See FAR requirements in section 17.124.040 of this title	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. One-family dwellings must maintain at least		0'	25'/32' ⁷	30'	5', however 3' required for one-/ two-family dwelling units
STO-4	0.4 acres	n/a	n/a	80' avg	35'	25%	n/a	15'	The greater of 1' for every 2' in building height, or 10'	The greater of 1' for every 2' in building height, or 20'	n/a	400'	30'	n/a
STO-1	1 acre	n/a	n/a	100' avg	35'	25%	n/a	15'			n/a	400'	30'	n/a
STO-H	9,000 sf (min of 3,000 sf/unit)	n/a	Equal to that of the perimeter of the townhouse unit	100' avg	35'	35% building coverage, and 75% covered by buildings, parking areas and accessory buildings	n/a	15'	The greater of 1' for every 3' in building height, or 5' ¹	The greater of 1' for every 3' in building height, or 15" ⁽¹⁾	0'	400'	30'	n/a
T	8,000 sf	n/a		80' avg	35' ²	See FAR requirements in section 17.124.040 of this title	35% ⁵	15'	The greater of 1' for every 3' in building height, or 5'. At least 10' for one-family dwellings ¹	The greater of 1' for every 3' in building height, or 10'. At least 15' for one-family dwellings ^{1,2}	0'	25'/32' ⁷	30'	5', however 3' required for one-/ two-family dwelling units
T-3000	8,000 sf	n/a	80' avg	35' ²		35% ⁵	15'			0'	n/a	30'	n/a	
T-4000	8,000 sf	n/a	80' avg	35' ²		35% ⁵	15'			0'	n/a	30'	n/a	
LI-1	8,000 sf	n/a	n/a	80' min	35'	75%	n/a	20'	0'³ for internal side yards and a minimum	0'-1'	n/a	n/a	n/a	n/a
LI-2	8,000 sf	n/a	n/a	80' min	35'	75%	n/a	20'	of 10' for street side yards	0'-1'	n/a	n/a	n/a	n/a
LI-3	8,000 sf	n/a	n/a	80' min	35'²	75%	n/a	20'		0'-1'	n/a	n/a	n/a	n/a
RU	9,000 sf	n/a	Equal to that of the perimeter of the townhouse unit	n/a	35'	25%	n/a	30' ⁴	15' ⁴	15' ⁴	0'	n/a	n/a	n/a
AF	10 acres	n/a	n/a	n/a	35'	10% (includes pools)	n/a	25'	25'	25'	n/a	n/a	n/a	n/a

* See title 16 of this code.

Notes:

- If the lot adjoins a more restrictive district on the side or rear, the more restrictive setbacks of that district shall apply.
- For building with a roof pitch greater than 5:12 the maximum height to the mean point of the ridge or ridges measured from eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to a height of 44 feet.
- ~~For buildings with a minimum roof pitch of 4:12 may go to 40 feet.~~
- The placement of all structures for conditional uses shall be subject to approval of the planning and zoning commission.
- A maximum of 5 percent open site area may be used for private decks or patios and walkways subject to design review approval.
- 100 foot setback from Highway 75 is required for lots platted prior to 1979.
- Minimum setbacks along Highway 75: where the street width is 80 feet, all buildings shall be set back a minimum of 25 feet, and where the street width is 66 feet, all buildings shall be set back a minimum of 32 feet.

SECTION 6 – LI-1, LI-2, and LI-3 Dimensional Standards, District Matrix ... 17.12.050

All new text proposed to be added to the LI District Residential standards section is underlined. Text that is proposed to be repealed is ~~stricken~~. Text that is ~~*stricken, underlined, and italicized*~~ is text that was recommended by the Planning and Zoning Commission to omit from the ordinance presented to Council.

17.12.050: Dimensional Standards, Light Industrial Districts Matrix

A. Development in the light industrial zoning districts shall comply with the standards set forth in the dimensional standards, light industrial districts matrix. Dimensional standards for all other districts, unless otherwise specified, shall be found in section 17.12.030 of this chapter.

B. In addition to the requirements of the dimensional standards, light industrial districts matrix, the regulations of chapter 17.128, "Supplementary Location And Bulk Regulations", of this title apply.

C. To reduce the perceived bulk and lessen view blockage of four-story and five-story buildings, the Administrator may require alternative building concept options to be presented for review by the Commission as part of Design Review process set forth in Section 17.96.

D. Light Industrial Zoning Districts Dimensional Standards Matrix

	<u>LI-1</u>	<u>LI-2</u>	<u>LI-3</u>
Dimensional Standards			
<u>Minimum Lot Area</u>	8,000 Square Feet		
<u>Minimum Lot Width</u>	80'		
<u>Maximum Building Coverage</u>	75%		
Minimum Building Setbacks			
<u>Front</u>	20'		
<u>Side</u>	0' ¹ for internal side yards and, <u>except for non-enclosed public use structures</u> , a minimum of 10' for street side yards		
<u>Side setbacks for 4th and/or 5th story in 48' or 58' overlay district</u>	NA	10'	
<u>Rear</u>	0' ¹		
<u>Cantilevered decks and overhangs</u>	0'		
<u>Warm Springs Road / 10th Street / Lewist Street - Setback for fourth or fifth floors, if permitted, from property line(s) adjacent to Warm Springs Road, 10th Street, and Lewis Street</u>	60'		
<u>State Highway 75 - For buildings within the 48' or 58' overlay district that are adjacent to the State Highway 75 right-of-way</u>	NA	Below an elevation of 5,850' or the grade of State Highway 75 pavement adjacent to the property, whichever is greater: 0'	
	NA	Portion of building above highway grade up to 40' in height: 35'	
	NA	Fourth and fifth stories: 60'	
Maximum Building Height			
<u>Building Height</u>	35'		35' ²
<u>Building Height with Qualifying Ground Floor</u>			
<u>Two Story</u>	35'		35' ²
<u>Three Story</u>	40'		
<u>Four Story³</u>	not permitted	48' ^{3,4}	48' ^{3,4}
<u>Five Story³</u>	not permitted	58' ^{3,5}	58' ^{3,5}
<u>Nonhabitable structures located on building rooftops</u>	6'		
<u>Parapets and rooftop walls screening/enclosing mechanical equipment</u>	4' above roof surface height.		
<u>Perimeter walls enclosing rooftop deck</u>	4' above roof surface height. Perimeter rooftop walls enclosing rooftop decks are required to be at least 75% transparent.		
<u>Rooftop solar and mechanical equipment above roof surface</u>	5'		

Footnotes:

1. If the lot adjoins a more restrictive residential district on the side or rear, the more restrictive setbacks of that district shall apply.
2. Buildings with a minimum roof pitch of 4:12 may be 40' in height.
3. Only buildings with deed restricted community housing units consistent with 17.124.090 are permitted to have a fourth or fifth floor.
4. Portions of buildings with roofs that have a minimum roof pitch of 4:12 may be 53' in height subject to Design Review approval by the Planning and Zoning Commission.
5. Portions of buildings with roofs that have a minimum roof pitch of 4:12 may be 63' in height subject to Design Review approval by the Planning and Zoning Commission.

SECTION 7 – Light Industrial District Residential Standards.

All new text proposed to be added to the LI District Residential standards section is underlined. Text that is proposed to be repealed is ~~stricken~~. Text that is ~~stricken, underlined, and italicized~~ is text that was recommended by the Planning and Zoning Commission to omit from the ordinance presented to Council.

17.124.090: RESIDENTIAL, LIGHT INDUSTRIAL DISTRICTS:

A. Residential units in the light industrial districts shall comply with the following minimum criteria:

1. ~~Except deed restricted community housing units approved by Council in the LI-3, Dwelling~~ units shall not occupy the ground floor.
2. Design review under chapter 17.96 of this title shall be required, whether new building, addition to existing building, or remodel of existing building.
3. ~~Unless otherwise specified in this section, up to~~ Up to fifty percent (50%) of any light industrial building may be devoted to dwelling units, ~~unless otherwise specified in the section, and up to fifty percent (50%) of a work/live unit's~~ gross residential floor area may be devoted to the residential portion of a work/live unit.
4. Except as set forth ~~in the following five instances noted~~ in the following five instances noted herein ~~below~~, ~~Dwelling~~ units shall not be separated in any manner for sale as individual units and may only be leased or rented. ~~The five instances where dwelling units may be sold are limited to:~~
 - a. City approved work/live units, as defined in Sections 17.08 and 17.124.090.A.5;
 - b. Three-story projects in the LI-3 where not less one-third ($\frac{1}{3}$) of the total square footage of housing units includes deed restricted community housing that are for sale consistent with section 17.124.090.B;
 - c. Four-story and five-story projects in LI-2 and LI-3 where not less than two-third ($\frac{2}{3}$) of the total square footage of housing units includes deed restricted community housing units that are for sale consistent with section 17.124.090.A.7;
 - d. Existing non-conforming single-family dwellings existing in the LI-1 prior to adoption of Ketchum City Ordinance #85, as enacted on May 27, 1965;
 - e. Existing condominiums and work/live units with less than 1,000 square feet of residential living that have a valid residential conditional use permit prior to the adoption of ordinance 1192 as published on [DATE];
5. In the approval of work/live units, the city shall also find that:
 - a. The work portion of the unit meets the definition of work/unit set forth in Section 17.08.020, including that the Project is subject to Council approval of a restrictive covenant;
 - b. The work unit is:
 - (1) suitable for on-site employees, foot traffic/customers, and meets applicable building and fire codes;
 - (2) signed and posted with regular hours of operation;

- (3) served by the prominent means of access for the work/live unit; and,
 - (4) associated with a business license for a use allowed (either conditionally or permitted) in the district.
- c. The residential portion of the living space is secondary to the primary use as a place of work. A finding that the residential space is secondary to the work space shall be based on measurable findings, including but not limited to:
- (1) the size of the live portion of the work/live unit is both smaller than the work portion of the unit and, further, the live portion of the work/live unit does not exceed one thousand (1,000) gross square feet;
 - (2) means of access to the residential portion of the unit is not prominent and, preferably, is located to the side or rear of the property; and
 - (3) suitable residential parking that does not interfere with snow removal or the operation of proximate LI uses and, further, is in accordance with the parking and loading requirements set forth in Section 17.125.

56. Dwelling units in the Light Industrial District shall be a minimum of four hundred (400) square feet. In the LI-1 and LI-2 dwelling units and shall not exceed one thousand (1,000) square feet total and shall contain not more than two (2) bedrooms, unless otherwise specified in this section.

7. Multi-family dwelling units proposing a fourth or fifth floor with a qualifying ground floor consistent with Section 17.12.050 shall comply with the following minimum criteria:

- a. If dwelling units are to be sold, a minimum of two-third (2/3) of the total square footage of housing units shall be for deed restricted community housing units that are for sale and the deed restricted community housing units shall be designed and administered in accordance with the Blaine-Ketchum housing authority guidelines;
- ~~b. If dwelling units are to be rented or leased, the entirety of the total square footage of housing units shall not be leased, rented, or sublet as a Tourist Housing Accommodation or a Short Term Rental, but used for long term rentals;~~
- c. The area designated as light industrial shall be as follows:
 - (1) The area designated as light industrial shall be a minimum of ~~twenty-five~~ ~~fifty~~ percent (25%) of the gross floor area in four story buildings.
 - ~~(2) The area designated as light industrial shall be a minimum of twenty ~~forty~~ percent (20%) of the gross floor area in five story buildings.~~
 - (3) Subject light industrial use shall not be for personal storage by dwelling occupants;
- d. Up to ~~seventy-five~~ ~~fifty~~ percent (75%) of the gross square footage of any four story building and up to ~~sixty~~ ~~eighty~~ percent (80%) of the gross square footage of a five story building may be devoted to dwelling units; and
- e. Unless otherwise deemed appropriate by the Administrator, common area allocation shall be assessed at a LI to residential ratio of 1:1 for four story buildings and 2:3 for five story buildings.

68. Anti-nuisance and Notice Provisions.

- a. The applicant is aware the mixed use of the property can result in conflict, that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units, that due to the subordinate and junior nature of the residential use to the light industrial use, the city will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.
- b. ~~7.~~ All persons who rent or sublet any residential living unit within the light industrial zones shall provide the tenant, lessee or subtenant with written notice that such unit is located within the light industrial zone and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities.
- c. ~~8.~~ Each and every real estate agent, sales person and broker and each and every private party who offers for rent or shows a parcel of real property and/or structure for lease or rent within such light industrial zones shall, upon first inquiry, provide the prospective lessee or tenant, prior to viewing such real property, with written notice that such real property and/or structure is located within such light industrial zone.
- d. ~~9.~~ All brochures and other printed materials advertising rental or lease of a living unit within the light industrial zones shall contain a provision designating that such unit or units are located within the light industrial zone and are within a mixed use area. Lessees and tenants shall be notified that the residential uses within the light industrial zone are subordinate and, therefore, junior in nature to the legal light industrial activities within the zone.

9. Compliance with all applicable code sections, including among others, the city's parking and loading standards as set forth in Section 17.125.

10. Conditions including, but not limited to, the following may be attached to the conditional use permit approval:

- a. Access to the ~~apartments~~ residential units relative to design and relationship to light industrial uses, including suitable access consistent with adopted city standards;
- b. ~~Location~~ Separation of residential and light industrial parking on the site to minimize conflicts;
- c. Restrictions on exterior storage of personal property of tenants;
- d. Certificate of occupancy required prior to occupancy of units;
- e. Ketchum fire department and Ketchum building department requirements shall be met prior to occupancy;
- f. Snow removal required to ensure utility of residential spaces and non-interference with continuous LI operations;
- g. Any portion or all waived fees become due and payable upon conversion of resident housing unit(s) to light industrial uses; ~~and/or~~
- h. Construction techniques that aid sound proofing and limit externalities of LI noise and use impacts on residences is encouraged;
- i. Provision for and reasonable extension of sidewalks to assure safe pedestrian access; and/or,
- j. Any other condition deemed to enhance the purposes under this use, or to establish or promote the criteria referenced in subsections A1 through A10 of this section.

~~11. The city council, after receiving a recommendation from the commission, may waive fees otherwise required in connection with development of such rental housing. The following findings shall be made to waive any such fees:~~

- ~~a. There is a need for rental housing stock in Ketchum;~~
- ~~b. The proposal meets the criteria contained in this subsection;~~
- ~~c. The housing proposed is an integral part of the project; and/or~~
- ~~d. Ketchum is in an acceptable financial position to waive such fees.~~

SECTION 8 – FENCES, HEDGES AND WALLS.

All new text proposed to be added to the Fences, Hedges and Walls standards section is underlined. Text that is proposed to be repealed is ~~stricken~~.

17.124.130: FENCES, HEDGES AND WALLS:

Fences, hedges and walls may be permitted in the various districts as accessory uses in accordance with the following limitations:

- A. In the LR, LR-2, GR-L and GR-H districts, fences, hedges and walls shall not exceed four feet (4') in height when located less than thirty feet (30') from the front lot line;
- B. In the LR, LR-2, GR-L and GR-H districts, fences, hedges and walls shall not exceed six feet (6') in height when located more than thirty feet (30') from the front lot line;
- C. In all other districts, except the Light Industrial District, fences, hedges and walls shall not exceed four feet (4') in height when located less than thirty feet (30') from the front lot line and shall not exceed six feet (6') in height when located more than thirty feet (30') from the front lot line;
- D. In the LI-1, LI-2, LI-3 districts fences shall not exceed seven feet (7') in height;
- ~~E.~~ In all districts, fences, hedges and walls, or any other obstruction to clear vision, shall not be located within seventy five feet (75') of the centerline intersection of two (2) streets unless determined otherwise by the city engineer; and
- ~~F.~~ No barbed wire or other sharp pointed metal fence and no electrically charged fence shall be permitted in any district.

Exhibit BB

Exhibit B

Zoning Code Text Amendment
Residential Use in the Light Industrial Area
Master Public Comment Compilation

November 3, 2017 – IME article

Ketchum candidates talk big changes to light-industrial zoning

https://www.mtexpress.com/news/elections/ketchum-candidates-talk-big-changes-to-light-industrial-zoning/article_7ee14e40-c003-11e7-8d3c-1fa13a5c43af.html?utm_medium=social&utm_source=email&utm_campaign=user-share

March 12, 2018 - Continued to Special Meeting March 27, 2018

March 27, 2018 – **Supports apartments in LI-3 and mixed-use in the LI-2.**

Brian Barsotti - owner of the only 2 undeveloped lots in the LI, stated the housing crisis in Ketchum is an important issue but deed restricted projects don't work. Now looking at micro apartments (350 to 450 square feet) to keep price down. There is a need to create density. He supports the LI-3 zone for apartments and proposes a mix of Industrial and Housing in the LI-2. Brian stated it is hard to make a project work due to the high land and labor costs. He would like to look at the best uses of the land.

April 9, 2018 – **Opposes housing in the LI, but strongly encourages live/work spaces.**

David Hurd – resident of Ketchum, gave information on the affordable housing issue in many cities requiring creative thinking. He strongly opposes housing in the LI, but strongly encourages live/work spaces.

April 11, 2018 – IME Article

Ketchum delays LI zoning changes

https://www.mtexpress.com/news/ketchum/ketchum-delays-li-zoning-changes/article_22a4bc00-3d0f-11e8-ac10-67146ac9d2ee.html?utm_medium=social&utm_source=email&utm_campaign=user-share

May 26, 2018 – **Supports ground floor residential in LI-3; has parking concerns.**

Jack Kueneman – resident, wrote: I am a full-time resident of 110 Lindsay Circle. While I support residential development, including on the ground floor, in this part of the Light Industrial District III, I am concerned and strongly opposed to no on-site parking requirements for small units (less than 750 sq ft) or any size. Please do not extend the current downtown Ketchum parking provisions to these parcels. I should add, I'm also opposed to the recently passed on-site parking exclusions for small units

in the downtown area. No on-site parking for residential units in Ketchum is unrealistic, impractical and unworkable.

May 29, 2018 – Supports mixed-use.

Harry Griffith of Sun Valley Economic Development. He thinks it is a great initiative. Complimented Brittany on her analysis. Has been studying the LI changes for the last 2 years and has a lot of similar information from 2016. The character of the LI has changed and need to think about how to leverage those changes in a positive sense for the continued growth and evolution of the community. As it was in 2016, there are a lot of vacant parcels and underdeveloped parcels where the land value is substantially higher than the building.

The change in the LI in our view is permanent and it is not going to be reversed. There were 3,000 trade and construction jobs in the LI. That number since its peak in 2006 has gone down to less than 2,000 and that is not coming back. A lot of those jobs have moved south for a variety of reasons, industrial land is cheaper, a variety of reasons and we think the changes that have occurred are permanent.

I would support Ketchum’s plans to rethink how to optimize zoning code and architectural and design restrictions to make this land more valuable to the whole of the community without impacting the character of the city or the underlying focus we have on construction and the trades.

Supports residential above the 1st floor; no restrictions on noise

William Glenn - a tenant in the Light Industrial, also a property owner but never developed it. He feels it is important to maintain light industrial uses on the first floor and allow residential above. However, he thought the residential tenants should not be allowed to put limits (time, noise, etc.) on the working times of the industrial spaces. He noted we need the proximity of trades and services to the Ketchum population area. He urged the Commission to maintain the viability of the Light Industrial Zone.

Supports residential above, concerns about children in LI.

David Hurd - spoke in support of keeping the Light Industrial, but not opposed to residential above. There currently are no industrial spaces available for rent or purchase in the LI. He sees a problem with the combination of residential units with small children in close proximity to trucks, fork lifts, etc. He thinks the Community School is a good project but questions the location. He urges the Commission to be mindful of replacing the Industrial Zone with affordable housing.

Wants to see housing at North Fork; need housing more than LI.

Bob Crosby, Sun Valley Board of Realtors, thought Ketchum has problems with housing and traffic, and would like to see development north of East Fork Road and Ketchum. He would like to see housing available at all price points. He thought Ketchum needs housing as much or more than we need Light Industrial.

Supports residential above 1st floor.

Jacob Tyler - manager of the Scott-Northwood Building, wanted to add some information: The first floor is 50% occupied due to the owner not wanting to rent long-term as the building is for sale. The 2nd floor is a mix of affordable-housing and full-price residential units. All affordable-housing units are occupied full-time. Six units are on the 3rd floor with about 50% full-time occupants. He agrees housing is an issue. This building has not compromised the purpose of the LI with the addition of housing units. It is an example of how it can work with industrial on the first floor and affordable housing above. He agrees once the LI is gone, it will not come back.

June 1, 2018 –

IME article - Planners kick off debate over light-industrial districts' future in Ketchum.

https://www.mtexpress.com/news/business/planners-kick-off-debate-over-light-industrial-districts-future-in/article_d2b17402-651f-11e8-af2e-4bc4e7a5e8de.html?utm_medium=social&utm_source=email&utm_campaign=user-share

June 11, 2018 - Supports housing in LI-3; supports unbuilt lots; supports 18' ceiling height and mezzanine.

Kingsley Murphy - LI property owner, thought the area is not perfect, but works well as it is. He would not like to see it evolve too far from what it is now. He thought allowing housing in the LI-3 will not change the use of the rest of the LI. He thought the Building Value vs Land Valuation Ratio was not a reasonable standard to apply to the LI, as it is a lower cost area. The land is supposed to be less valuable than the Community Core. That is the purpose of the LI. The combination of low cost land and small living units under 1,000 square feet keep the cost down. If buildings are more valuable than the land, low cost housing will go away. If you lose the low-cost work areas, you will no longer need the low-cost housing. Some of the Industrial has moved south but others have moved in. The last few years have been tough for Construction. With the economy coming back, the availability of smaller units will help businesses start off with lower costs. He doesn't want to see Ketchum lose that. He disagrees with the Staff observation of empty lots. That is a feature of the LI. Many businesses use those lots for storage of materials and equipment. An unbuilt lot is still a fully-used lot. He thinks it works great as it is and urged the Commission not change it too much.

Neil Morrow agreed with the comments. Planning Director John Gaeddert asked Kingsley for his opinion of options as to what is the heart of the LI, what not to change and what could be improved.

Kingsley Murphy thought the majority of the LI is the LI-2 Zone and shouldn't be changed. Introducing residents into the area will cause friction between the two uses. He related how residents and LI can be in conflict. Even CCR's stating the Industrial has full rights over the residential does not prevent conflict and complaints to the City.

Director John Gaeddert asked about recommendations for first floor ceiling height.

Kingsley Murphy thought 16-18 feet is best for first floor ceiling height. The occupant can install a loft/living space or mezzanine area for storage. He suggested an area of 1000 sq. ft. living space to keep costs down. He reiterated how the LI needs open space for laydown space.

June 13, 2018 – IME editorial

Tightrope Walk

https://www.mtexpress.com/opinion/editorials/tightrope-walk/article_38e29cc4-6e8f-11e8-ad21-9bf98c7d11c9.html?utm_medium=social&utm_source=email&utm_campaign=user-share

June 13, 2018 Supports leaving LI for LI; suggests housing located North or South of town.

John Crews - I have heard that the possibility of allowing apartments to be built in the current Industrial Zone is being discussed by some, and I wanted to weigh in with my thoughts on the matter as a 48-year resident who has watched Ketchum grow and develop.

It is critical that every city have an Industrial Zone to provide convenient locations for Industrial businesses that would not fit well elsewhere in the city, but which are critical to the needs of city residents. It is also important that this zone be reasonably close to city services and the customer base in order to provide easy access for the residents to visit these businesses, and a reasonable distance for the businesses to get out and service their customers. Currently, Ketchum has an ideal Industrial Zone that is well located and thriving. However, due to its location, it would be very difficult for this Zone to ever be expanded, so it is critical that the city keep future needs in mind, and not allow any of the Industrial Zoned area to be rezoned or used for other purposes. To do otherwise would be very shortsighted.

Others will make the argument that Ketchum needs more housing, particularly affordable housing. While this is true and would be a nice issue to address, it must not take priority over the future Industrial business needs of the city to serve all of its residents, both current and future. I do not see that there is any shortage of land for housing in our valley. Yes, land is scarcer and more expensive in Ketchum, but we are fortunate to have a valley that is capable of accommodating current and future land needs for housing by moving progressively south to our neighboring cities and county areas. It would be ideal if everyone that wanted to work or play in Ketchum could live at the base of the mountain or a block from their job, just like it would be nice if everyone that lived in Seattle could either live on Lake Washington or across the street from their job. However, the reality is that almost everyone in Seattle commutes much farther than anyone living anywhere in the valley, both due to zoning priorities and to real estate cost in more desirable areas. In some parts of the country, real estate is very expensive throughout large regions. People in the valley are fortunate in that every housing budget can be accommodated by moving a few miles north or south along our main corridor. If one looks at the average daily commutes for people living in the Bay Area, or in the greater Seattle area, it is hard to argue that the beautiful drive from Bellevue to Ketchum is an extreme hardship. When I first moved to Aspen 50 years ago as a very young person just out of school, the best housing that I could afford was in a trailer park 20 miles out of town. I did not resent this nor see it as a hardship, but just as a reasonable starting point from which to build towards eventual goals.

Bottom line: We have a current Industrial Zone that we cannot afford to take any land away from without it negatively impacting the future of the city and its residents. We do have virtually unlimited land to our south for future housing needs. We must

prioritize our current Industrial Zone versus housing needs based on these two realities, and not let these two priorities become confused or reversed.

June 24, 2018 - Supports residential on upper floors; concerns about kids

Bruce Smith - I currently have a business at 221 Northwood Way and would like to make a few comments regarding the future of LI. I am OK with residential uses as Secondary use as long as they are part of a genuine LI Use that will be the Primary Use. Ideally, LI uses would be on the bottom floor and Residential would be workforce housing on upper levels. Residential Users should never be allowed to complain about noise, dust, odors of other common LI uses. Many of my fears of the Community School being in LI have been realized. Kids going down Northwood Way in Subaru WRXs, Porsches and BMWs at 60 mph+ are a fairly common occurrence. Please keep LI much the same as it is. I spend a lot of time in the area and feel that it is vital to a vibrant community.

June 25, 2018 – Supports housing on the first floor; thinks LI could be smaller.

Bob Crosby - suggested making broader visioning ideas prior to micro level analysis. Commission should address the big picture, i.e. whether the City of Ketchum needs as large an LI District as currently exists. Crosby stated that this is a missed opportunity to address affordable housing. He commented the process should be a policy decision regarding affordable housing. Crosby believes that not permitting residential uses on the ground floor is a lost opportunity.

Supports housing on the first floor

Mary Roland - addressed existing single-story development within the LI. She commented that she would like the Commission to consider work/live on the ground floor rather than solely on the second floor.

July 9, 2018 – Suggested no Conditional Use Permits

Steve Cook – encouraged the Commission and Staff to consider the burdensome qualities of Conditional Use permits for applicants and staff.

August 15, 2018 – IME article

Ketchum planners pitch taller buildings in LI districts

https://www.mtexpress.com/news/ketchum/ketchum-planners-pitch-taller-buildings-in-li-districts/article_23682656-a009-11e8-86c7-7fe7b84d55b4.html?utm_medium=social&utm_source=email&utm_campaign=user-share

August 20, 2018 – Wants LI-1 to be included in changes.

Leo Brieske – Resident. It seems to me that these changes are directed toward LI 2 and 3 with an exclusion of LI-1! Is this “spot zoning”?? Should it not be equal

across all 3 districts? I have lived and owned the property at 920 N Leadville for the last 15 years in LI-1 and feel the exclusion of the LI-1 in this proposal is discriminatory for all present and future property owners in LI-1.

September 10, 2018 – Opposed to 58-foot height.

Gwen Raney - resident of Northwood, expressed she didn't like the 58-foot height as she thought it was too imposing and was concerned about traffic and density. She asked about when affordable housing is required of a builder. Senior Planner Brittany Skelton explained that the housing requirement is determined by the zone and the Community Core Zone is different from the LI Zone. In the LI, Community Housing would only be required if a building had a fourth or fifth floor.

Opposed to 58-foot height.

Heidi Sheinthanner - thought 58 feet was too tall. Director John Gaeddert answered residential would not be allowed on the first floor. The goal is to reserve the LI for LI uses. The 18-foot first floor height would allow the building a 40-foot total height. A third or fourth floor would accommodate affordable housing.

September 13, 2018 - Supports mixed-use and ground floor residential

Mary Rolland - Proposal to change Light Industrial 2 and Northwood Way to legal Live-Work from GROUND floor and ABOVE

The existing Light Industrial 2 is currently outdated and what Ketchum originally defined as "Light Industrial" has been replaced with the "NEW Light Industrial: LI 2 includes offices, storage units, entertainment supplies, dance studio, Bigwood Bakery, wine outlet, catering service, ice cream factory, party rentals, tech companies, architectural studios, art studios, photography studio, lumber yard, Far and Away River Trips, ski repair shop, Glass company, Lutz Rental, SPOT Theater, Dog /Pet store, Deli's, flooring business, wood working, High Altitude Gym, gas station, 2 paint stores, etc). Community school dorms were just issued a variance to provide housing. There are several Live-Work units ground floor and above that are scattered throughout LI 2, including Lewis Street. There is even a person living in a storage unit, with living facilities provided by the owner! The time has come for the City of Ketchum and P&Z to acknowledge that the Light Industrial is no longer the vision they thought it was and what they hope it still could be. The Light Industrial is already a mixed use of business and living. The time has come to make the LI 2 a legal "Mixed Use" of commercial businesses, legal Live-Work, AND affordable housing.

Ketchum is struggling to find suitable locations for affordable housing. Neighborhoods argue "not in my backyard!" "Not next door to me!"

The most suitable and available area is the Light Industrial, especially LI 2. Ketchum struggles with lack of enough employees to service the area .because there is no place for them to live...not in Hailey, Bellevue, or as far South as Shoshone.

Those who do live South of Ketchum, have the horrible daily commute causing wear and tear on our highway, endangerment to our environment, our health, and mental state! More Live-Work in Ketchum will bring more money to Ketchum (Truces, shopping, dining, etc.)

Ketchum must immediately address viable solutions to provide and build affordable housing. Hailey is already far ahead of Ketchum in approving major changes to the main part of town to add more housing. Ketchum lingers and still has made NO decisions at the end of August. This is so unacceptable! New businesses, interested in being in our area, also are affected. They choose not to come to Ketchum because there is no place for them or their employees to live.

This is why I propose legal Live-Work for businesses from the ground floor and above in the LI 2. They can work and live in same space. This saves them cost of paying for a rental for their business and another cost for living elsewhere. AND no more driving from where they live to where they work!

Rezone LI 2 (and or Northwood Way) as "Mixed Use" that includes commercial businesses, Live-Work (ground floor and above) and affordable housing.

UPSIDE

Live-Work ground floor and above with suggested Options

1. (Option #1) Grandfather existing LI 2 Live-Work as legal ground floor and above
2. (Option # 2) Change Northwood Way { Saddle Road to Lewis Street) from LI 2 to be part of LI3 and allow affordable housing AND legal Live-Work from ground floor and above.
3. Option #3 Any illegal Live-Work in LI 2 sign an indemnification agreement with their own Condo Association AND the City/indemnifying their Association and the City from any legal actions taken by anyone against the Association and or the City
4. Legalize existing and new Live-Work from the ground floor and above.
5. Owner or Tenant must provide proof of work with an Idaho business Tax# and any other requirements by the City.
6. Occupant must file tax return for business from the premises used for Live-Work
7. Live-Work unit must be a minimum of at least 50% of the space.
8. Live-Work must observe all City codes and requirements.
9. Live-Work must be occupied by the Owner of the unit and/or its employees only, or by tenant renting from the Owner and used as Live-Work. Tenant must provide proof of work with same as #5, #6, #7, #9, #10
10. Live-Work must have hours posted on premises for business
11. Parking provided per unit (required by City)
12. Occupants acknowledge that noise, traffic, and business operations may be 24n

DOWNSIDE to Live-Work in LI 2 and or Northwood Way, ground floor and above?

September 14, 2018 – IME article

Ketchum P & Z mulls fourth, fifth floors in LI districts

https://www.mtexpress.com/news/ketchum/ketchum-p-z-mulls-fourth-fifth-floors-in-li/article_f884bb26-b79a-11e8-870b-6b7ec6b29212.html?utm_medium=social&utm_source=email&utm_campaign=user-share

September 19, 2018 - IME editorial

Housing puzzle needs new eyes

https://www.mtexpress.com/opinion/editorials/housing-puzzle-needs-new-eyes/article_df2c9726-bb86-11e8-9e15-6b4799756890.html?utm_medium=social&utm_source=email&utm_campaign=user-share

September 24, 2018 – **Opposes 3rd and 4th floors**

Carolyn Wicklund - As an architect, I do NOT want to see the LI Business district allow 3rd & 4th floors to bldg. heights. Our mt. views make us unique & beautiful! Why not do as Aspen does & require new housing (of a certain size) to have an affordable rent apt. attached. I have one over my garage & it is always in great demand.

September 25, 2018 - **Supports housing in the LI**

Ed Sinnott - Affordable housing, work force housing, attainable housing, long term housing.

To the Ketchum Planning and Zoning Commission.

I am sure you will agree that there is a housing crisis in our valley. When we (the 60's, 70 and 80's generation arrived in Ketchum there was work force housing and long-term rentals available throughout our community in places like the Bavarian Village, the blue tops, Andora Villa, Horizons Four, Four Seasons, Trail Creek Village and more. We were able to work, live and eventually settle in Ketchum, and raise our families.

Now the next generation is trying to move in and live in Ketchum and they can't. There is a lack of long term, attainable housing. Our hospital and schools can't find housing for their employees. The airport, Sun Valley Co, hotels, and our cities all need people to work for them. Basic service jobs like snow removal, bus drivers, food service, and mechanics are going unfilled. There were at least 150 openings for jobs in the Mt. Express and only 24 offerings for long term housing.

We must change our ways. Forty years of FAR, strict zoning, setbacks, affordable housing and parking levies (where is all that in lieu money?), height restrictions, and view corridors have led us to the housing crisis that we are now experiencing.

One component of a solution to this crisis that has been identified, is placing work force housing in the light industrial zone. It is not the only solution, but it is certainly worth considering and exploring...and one that deserves a lot of weight.

But what do I hear from the commissioners; protection of view corridors (for the people buried in the cemetery or the Bigwood golfers?), the character of the LI (I eagerly await to hear what the character of tractors, fire training centers, trucks, gas stations, lumber yards, laundries, convenience stores, and paint stores is) and height concerns. Yes 50 + feet will block the view of Baldy. But the Limelight Hotel blocked someone's view, the Argyros Center building will block someone's view as will the Auberge. It's a fact that when you build in front of someone, you will block their views. The LI is 26 to 30 ft below the grade of the highway so the residences along

the Bigwood golf course views will not be impacted. If Baldy views are impacted, it will be in the LI. Consequently, the housing will not appeal to tourists or second family vacation properties. Which is why the LI is great for workforce housing.

I am hearing the same arguments that have contributed to a housing market dominated by second family homes and condos and short-term rentals. It's insane to have the same arguments over and over again and think the results will change. It's that kind of thinking that got us into this mess.

Start thinking outside the box and think about solutions instead of instituting obstacles. Incentivize people to build long term work force housing in the LI, because without housing there are no businesses. Without jobs there is no "next generation." And without "the next generation" there is no Ketchum, so let's give the next generation a place to live.

All I am saying is give housing a chance!

September 30, 2018 **Opposed to current first-floor residents in the Northwood Building**

From: Jeff Jensen <jeff@jensenconsult.com>

Sent: Sunday, September 30, 2018 4:14 PM

To: Participate

Cc: nbradshaw@ketchumidaho.or; Michael David; Amanda Breen; Courtney Hamilton; Jim Slanetz

Subject: LI Residency

Gentlemen,

I am a recent purchaser of a space in the Northwood Industrial Center which is zoned LI. Last week I discovered that people are residing in these first level spaces.

I brought this up to the HOA and inquired what their position was on this. They suggested that I write to the City and express my concerns.

Prior to my purchasing this space, my due diligence included researching allowable uses for this property and since we did NOT have any second levels I was confident that we did not have any residential concerns. I did not realize that the city was selectively enforcing building codes.

This was brought to my attention by one of the residing owners who is lobbying for her and another owner also residing in this complex, to turn a blind eye to this illegal practice.

Though she and the other owner are fully aware this is not a permitted use and thus illegal, they are lobbying the balance of other owners in the complex to allow them to continue to reside there since the city is not enforcing the code.

Why is the city not enforcing this code?

As a developer of Industrial properties outside of the area, I know that residential fire code is very different from industrial fire code.

Are these spaces built to meet current residential occupancy?

Is the fire department aware that these spaces are being used for residency?

Though these are my primary concerns, I have the following secondary concerns;

1. This is a discriminatory practice, as the suggested action is to only allow residency in the two currently occupied spaces and not allow other owners the same rights.
2. Industrial space by code, should not be inhibited by concerns of noise ,truck traffic and other environmental issues that residential spaces must account for.

3. The LI is the only space available in the North Valley that small businesses have available to work out of. If this area is converted from standard LI uses, users will be forced out and traffic and costs will increase as customers will have much longer distances to travel to access the goods and services currently available.

Please advise on what the city's position is and what actions, if any, I can expect on this.

Thank you.
Jeff Jensen
503.939.7477
PO Box 6578
Ketchum, ID 83340

October 1, 2018 **Supports residential on the first floor**

Mary Rolland - I have read that you will be proposing several options at the P&Z meeting October 8, for the Light Industrial.

I hope that you will include my proposal for more legal live/work in the LI 2 including existing single story buildings and ground floors and above for new development.

I have spoken to many locals who all agree that legal live/work in the LI is the ideal solution and incentive to bring more businesses to Ketchum. Providing a combination of live with work will eliminate the cost to pay for each, AND eliminate finding housing for themselves and their employees.

I don't know what your downside is to this, and I will ask that at the October 8 meeting.

You had told me that you want to preserve the LI for LI uses only. But Providing the combination of live/work for ground floors and above, will save the LI, and NOT defer businesses because of no place to live for themselves or their employees.

I gave you a few suggestions as to how to protect live/work in the LI:

1. Owner occupied only / or employee of Owner
2. Owner must have Idaho Business Tax ID number
3. Owner must have Business Tax returns for State and Federal
4. Unit cannot be subleased to anyone

5. City specifies % work / % living allowed based on SF of the unit.

Mary Rolland
Northwood Way

Exhibit C

**Light Industrial Zoning Amendments
Noticing and Public Hearings**

February 14, 2018 – Notice published in Idaho Mountain Express and mailed to governmental agencies

March 6, 2018 – Planning and Zoning Commission Meeting

March 27, 2018 – Planning and Zoning Commission Meeting

April 9, 2018 – Planning and Zoning Commission Meeting

May 14, 2018 – Planning and Zoning Commission Meeting

May 29, 2018 – Planning and Zoning Commission Meeting

June 11, 2018 – Planning and Zoning Commission Meeting

June 25, 2018 – Planning and Zoning Commission Meeting

July 9, 2018 – Planning and Zoning Commission Meeting

August 13, 2018 – Planning and Zoning Commission Meeting

September 10, 2018 – Planning and Zoning Commission Meeting

September 19, 2018 – Notice published in Idaho Mountain Express and mailed to governmental agencies

Notice of Meeting and Public Hearing Before the Ketchum City Council

Ketchum City Council will hold a public hearing at 4:00 p.m., or thereafter as the matter can be heard, on Monday, February 4th, 2019 in City Hall Council Chambers (480 East Ave. N., Ketchum, ID, 83340) regarding the following three matter:

2) Consideration of a city-initiated text amendment to Ketchum Municipal Code, Title 17, Zoning, regarding the city's three light industrial zoning districts. Proposed amendments will address the purpose and intent of each light industrial zone, definitions, uses, dimensional standards (such as building heights and setbacks), fence heights, residential development standards, and other development standards. Additionally, amendments to the zoning map to create overlay zoning districts where height bonuses will be permitted will be considered. Amendments are proposed to Chapter 17.08, Terms Defined, Chapter 17.12, Establishment of Districts and Zoning Matrices, Chapter 17.18, Zoning Districts, and Chapter 17.124, Development Standards. The Planning and Zoning Commission previously held a public hearing on the proposed amendments on October 8, 2018, which was the culmination of efforts to draft the ordinance that occurred during public meetings between March and September of 2018. During the October 8th, 2018 public hearing the Commission recommended approval of the ordinance as presented with one exception: the Commission recommended striking proposed regulations that would permit five-story buildings up to 58' in height.

Exhibit D

(Items that follow were referenced as Exhibit C during the proceedings of PZ Commission)

**Exhibit C: Retaining LI as Primary Use in LI Districts
Comprehensive Plan Sections**

Alignment

Ch.	Pg #	Goal	Policy
2	16	Goal E-1: Ketchum will work to retain and help expand existing independent small local businesses and corporations.	Policy E-1(a) Support for Local, Independent Businesses Our community will foster a business climate that helps to retain our existing businesses and to attract and support new independent local businesses.
2	16	Goal E-2: Ketchum will support and attract businesses and industries that diversify and sustain the local economy and level out seasonal fluctuations.	Policy E-2(a) Light Industrial Area as the Primary Location for New Traditional Light Industrial and Corporate Park Business Growth and Jobs
2	17		Policy E-2(d) Targeted Small Business Recruiting
2	17	Goal E-4: Ketchum will contain a balance of businesses that provide services and shopping for local residents’ needs and for tourists.	Policy E-4(a) Balance of Business Types Ensure a balance of local and tourism business types throughout the community.
7	42	Goal M-1: Promote land use patterns, densities and mobility planning that maximizes investments and promotes safe and efficient mobility.	Policy M-1.1 Balanced Land Uses and Transportation System
	44		Policy M-7.3 Freight Movements Facilitate the orderly movement of goods to enhance Ketchum’s economic viability.
10	57	Goal CHW-6 Reduce generation of air pollutants and noise	Policy CHW-6.1 Air Emissions The City will continue to pursue reductions in air emissions / airborne particulates by regulating idling vehicles, street sanding, construction pollution, and other sources. Further, the City will reduce vehicle trips and vehicle miles travelled, and support renewable energy sources.
12	71	Goal LU-1 Promote a functional, compact, and mixed-use pattern that integrates and balances residential and non-residential land uses.	Policy LU-1.1 Integrated and Compatible Mix of Land Uses

Divergence

Ch.	Pg #	Goal	Policy
4	27	Goal CD-3: Ketchum will maintain and improve the appearance of its entryway corridors and gateways.	Policy CD-3.1 Scenic Corridors and the Community’s Key Gateways.
6	36	Goal OS-3: Preserve the natural and cultural resources of the Ketchum area to help maintain the City’s identity; provide connections to usable open space areas; provide low-impact, passive recreation; and enhance scenic entryway corridors to the City.	Policy OS-3.2 Open Space Community Separators Establish and maintain open space buffers in important scenic areas to maintain the community’s separate identity from surrounding communities and to protect views and open space.
	36		Policy OS-3.6 Roadway Corridors Establish, preserve, and enhance scenic entryways along major roadways entering the City.



Clear Height Considerations

Posted by Miriah On February 2015

By Rob Harley, HTG Architects – Tampa, FL

In 1962, the National Aeronautics and Space Administration purchased 80,000 acres of land on Merritt Island Florida. This land would become Cape Canaveral, and the Saturn V space program was underway. A collective of four New York Firms, known as URSAM, began designing the Vehicle Assembly Building for that site. Max Urbahn was heading up the Architectural efforts and the completed design was formerly approved on September 23rd, 1963. The building was, of course, where the Saturn rockets were made, and subsequently, where the space shuttle was assembled. Being that it housed some very tall rockets, it had to have an extraordinary “clear height”. There were many challenges to building a structure with such a tall clear height. It is so vast for example that rain clouds form inside near the top on humid days. The VAB’s clear height is around 465 feet. Fortunately for those of us in the Commercial building world, clear heights are a good bit lower.



Interior of VAB – source, NASA

The simplest definition of “Clear Height” is the distance from the finished floor of a building to any object overhead. In Industrial shell buildings, it is often qualified as “clear height to any steel” since the building hasn’t been fully fitted out. The actual clear height in an occupied building however, must also take into account other items such as suspended lighting, fire protection systems, mechanical equipment, etc. Clear height is one of a handful of basic specifications for industrial buildings, and its dimension has significant implications for a potential user; storage stacking height, forklift maneuverability and safety being the most obvious.

There is a natural “tension” that exists between the need for optimal clear height inside a building and the desire to minimize the buildings overall height for cost savings. For this reason, it was once common in Industrial buildings to specify clear height while ignoring the joist girder depth, since the joist girders typ

fell between back to back loading racks and thus did not cause an overhead obstruction. Under this scenario, a buildings overall height could be lowered, while still claiming a certain clear height within the aisles. This practice has fallen out of favor for new Industrial building designs and the current trend is the “clear to any steel” approach.

Not very long ago, maybe 15 years ago, the standard clear height for class A industrial buildings in most industrial markets, was 24 feet clear. And it is still considered a minimum for class A industrial buildings. Increasingly however, a 30-32 foot clear height is becoming the new normal. For the really large distribution users, 36 feet clear is common. I recently provided a proposal to design a build-to-suit facility that was 50 feet clear. The trend then, is that optimizing cubage is driving clear heights up across the board. The higher clear heights however, do tend to be built in higher through-put, distribution intense markets around the country. From a sheer numbers perspective, most industrial users don't require the higher clear heights, but the trend is still toward more efficiency, and thus, higher clear heights for new buildings.

When an industrial building has a clear height of more than 24 feet, a series of issues begins to become more important to the successful design of the building than they otherwise would. For example, the design of the slab needs to be re-examined relative to lower clear height buildings. Taller racks mean larger slab loads. A 6 inch slab in a 28 or 30 foot clear building, would need to be increased in thickness in a 36 foot clear structure. As clear height goes over 32 feet, the flatness of the slab surface itself may need a tighter specification to ensure rack and load stability. Column spacing's often must be increased to accommodate the larger forklifts required to reach the taller pallet positions, and if exterior walls are load bearing, they'll likely get thicker. Adequate lighting levels at the floor can also become more of a challenge. As a related issue, it is also easy to think of a tall clear height building conceptually like any single story building and overlook the possibility that in some industrial areas, particularly around airports, the building could encroach on height restrictions.

Fire protection systems will most likely need to be upgraded to higher flow rate heads in taller clear height buildings. According to a local fire protection Engineer I spoke with recently, FM and the NFPA are in the process of re-organizing storage sprinkler system nomenclature and it's all based on the height of the underside of the roof deck. “Head pressures increase in 5 foot intervals. If your roof deck is 30 feet one inch, your system will be designed for 35 feet” the Engineer said. This is a useful thing to keep in mind when helping to determine the final clear height of a building.

The majority of pallets in use around the country are 64 inches high. There are other sizes, but if we take this typical dimension and allow for space between levels, a 32 foot clear building will be able to rack 4 to 6 pallets. At 36 feet clear, users can typically rack one more position. Pretty straight forward cost benefit analysis is used by both speculative developers and users to assess whether the added cost of the additional clear height results in a payback via increased efficiency or marketability to users seeking that efficiency. According to a VP at a major national real estate trust, for buildings over 300,000 square feet, the added cost to go from 32 foot clear to 36 feet is around a \$1.20 to \$1.25 per square foot. This will vary regionally to some degree, but it's a ball park figure. The three primary cost drivers are slab, structure and fire protection.

In the 1970's, a typical industrial building had a clear height of 20 feet or less. This means that in current markets around the country there are a lot of buildings with inefficient clear heights that are sitting empty

are preventing an owners desire to modernize storage capacity. Another clear height trend that is beginning to emerge are companies that specialize in literally, “raising the roof” on existing buildings. These proprietary systems have become efficient enough at hydraulically raising the clear height of existing steel roof structures that in many instances, they are an economically viable option for users or developers of lower clear height buildings.

So while we don’t have to contend with storm clouds forming in our buildings, there are still a number of considerations that present themselves to the designers of higher clear height structures. It looks like we’ll need to get used to it, “30 is the new 24”.

Next Post: “Hey, Concrete Cracks”

Insights Categories

Commercial

Financial

General

Industrial

Newsletters

Press Releases

Recreational

Tips & Guides

Uncategorized

About Us

At Hickey, Thorstenson, Grover, LTD, Inc, our history is a living part of our design process. There is a difference between 58 years of growth and living the same year 58 times. We maximize the value of those years by improving on previous projects and using our extensive knowledge and experience to provide innovative design. As a mid-sized firm, we have the capacity to complete large-scale projects without losing sight of the value of each opportunity.

Recent Posts / Blogs

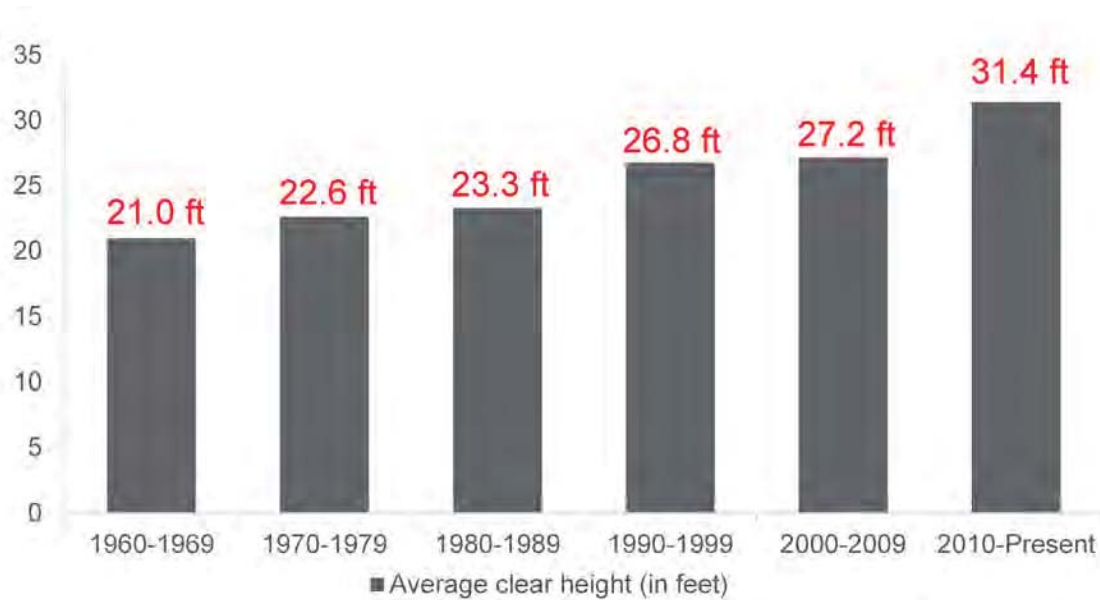


Search

22 May, 2018

Average industrial building clear heights increase by 50 percent in the last 60 years

Share Tweet Like 0 G+ Share



- Industrial buildings have experienced a 50 percent increase in average clear height in the last 60 years.
- In Orange County, industrial clear heights have increased from an average of 21 feet for buildings constructed in the 1960's to 31.4 feet for buildings delivered in the last decade.
- With vacancy hitting record lows, the extremely low level of available land in Orange County and shifting preferences among tenants, high volume users are "looking up" to increase warehouse efficiency practices.
- Moreover, e-commerce as well as just-in-time inventory management are also making an impact on the industrial landscape as logistics and courier industries benefit from these increased efficiencies (thus cost reductions) obtained through increased stacking heights.

Source: JLL Research

Our website uses cookies and other technologies so that we can remember you and understand how you and other visitors use our website. By continuing to browse this Site, you are agreeing to our use of cookies. Click here for more information on our Cookie Policy, including how you may control the information we collect about you through cookies. Read More

ACCEPT

 UNITED STATES ▾



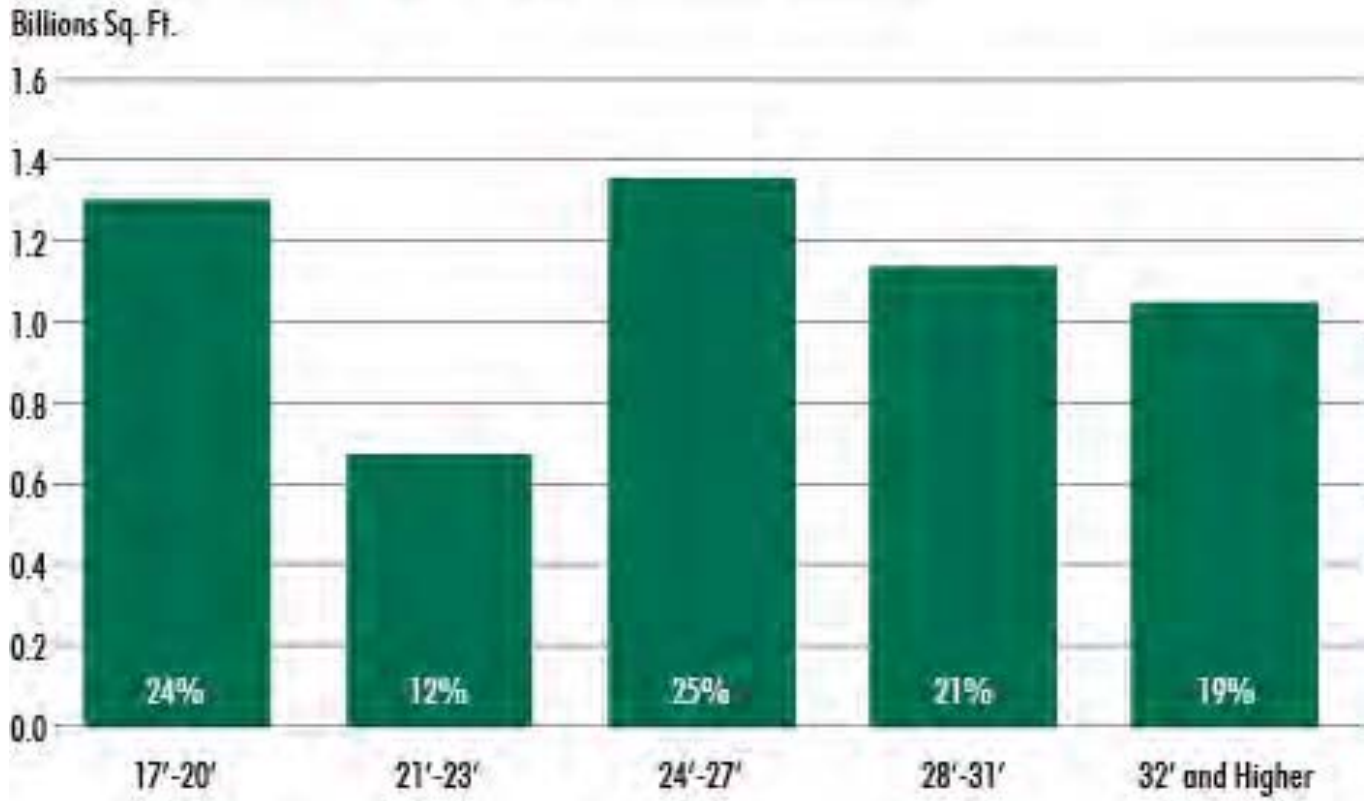
U.S. MarketFlash | 32' Clear: The over and under by industrial market



April 21, 2017

Evolving distribution and fulfillment supply chains are creating opportunities to modernize warehouse stock nationwide. A disproportionate share of modern warehouse demand is for buildings with a clear height of at least 32 feet. While only 19% of warehouses nationally meet this threshold, they accounted for 40% of total demand as measured by net absorption since 2014. Of the 30 largest warehouse markets, 10 are over and 20 are under the national average of total inventory that meets this height requirement.

Figure 1: Clearance Height for U.S. Warehouse Inventory



Source: CBRE Research, CBRE Econometric Advisors, 2017.

Figure 2: Warehouse Inventory 32 feet and Higher by Market

Rank	Market	% 32' or Higher	Rank	Market	% 32' or Higher
1	Indianapolis	43%	16	Cleveland	12%
2	Pennsylvania I-78/I-81 Corridor	35%	17	Sacramento	12%
3	Inland Empire	33%	18	Denver	12%
4	Central NJ	25%	19	Boston	11%
5	Cincinnati	24%	20	Charlotte	9%
6	Dallas/Ft. Worth	24%	21	Oakland/East Bay	8%
7	Columbus	23%	22	Los Angeles	8%
8	Baltimore	23%	23	Washington, D.C.	8%
9	Kansas City	20%	24	Seattle	7%
10	Atlanta	20%	25	Miami	6%
11	Chicago	18%	26	Orange County	6%
12	St. Louis	17%	27	Northern NJ	5%
13	Phoenix	15%	28	Minneapolis	3%
14	Houston	14%	29	Long Island	3%
15	Detroit	13%	30	Portland	3%

Source: CBRE Research, CBRE Econometric Advisors, 2017.

Research contacts:

Gary Baragona

Regional Research Manager

+1 408 467 7584

gary.baragona@cbre.com

Dave Egan

Americas Head of Industrial & Logistics Research

+1 312 935 1892

david.egan2@cbre.com

Twitter

Industrial & Logistics contact:

17.12.020: DISTRICT USE MATRIX:

"P" = PERMITTED "C" = CONDITIONAL "A" = ACCESSORY

Exhibit C-3

DISTRICT USE MATRIX

DISTRICT USES	DISTRICT USE MATRIX												
	L R 1	L R 2	L R 3	G R 4	G R 5	S T O 1	S T O 2	S T O 3	T 3000	T 4000	C SD 1	C SD 2	
Dwelling, Multi-family		P ¹		P					P	P	P ²⁶	P	
Dwelling, One-Family	P	P		P					P	P	See Note 28		
Residential Care Facility	P ⁴	P ⁴		P ⁴					P ⁴	P ⁴	P ²⁶	P	
Short-term Rental	P ³³	P ³³		P ³³					P ³³	P ³³	P	P	
<u>Work-Live Unit</u>													
Agriculture, Commercial													
Adult Only Business													
Business Support Service													
Commercial Off-site Snow Storage													
<u>Construction Material Laydown Yard</u>													
Convenience Store													
<u>Craft/Cottage Industry</u>													
Daycare Center													
Daycare Facility													
Drive-Through Facility													
Equestrian Facility													
Food Service													
Golf Course	P	P		P									
Grocery Store													
Health and Fitness Facility - wellness focus													

Work-live units incorporate residential living space in a non-residential building. Joint live-work units are held in common ownership and cannot be sold or platted as separate condominiums, as documented with a city-approved restrictive covenant recorded against the property.

BUSINESS SUPPORT SERVICE: The use of land for the sale, rental, or repair of office equipment, supplies, and materials, or the provision of services used by office and service establishments. Uses include: Typical uses include, but are not limited to, office equipment and supply firms, small business machine repair shops, convenience printing and copying establishments, or information technology support services.

CONSTRUCTION MATERIAL LAYDOWN YARD: A site identified and approved as part of a Construction Activity Plan or other city-issued permit for a specific construction project. Construction material laydown yards are intended to be used on an intermittent basis in association with a singular, permitted development project.

CRAFT/COTTAGE INDUSTRY: A facility devoted solely to the arts and crafts that produces or makes items that by their nature, are designed or made by an artist or craftsman by using hand skills.

HEALTH AND FITNESS FACILITY: A business or membership organization providing exercise facilities and/or nonmedical personal services to patrons with a focus on wellness and characterized by low-impact movements and/or lack of mechanized equipment, including, but not limited to, yoga and Pilates studios, dance studios, gymsnasiums, personal training studios, private clubs (athletic, health, or recreational), tanning salons, and weight control establishments.

37. In new buildings permitted after [date of ordinance adoption], use is permitted on the second floor and above only. For single-story buildings in existence on [date of ordinance adoption] this use is permitted on the ground floor.

Exhibit C-3

INDUSTRIAL DESIGN: The professional service of creating and developing concepts and specifications that optimize the function, value and aesthetics of products and systems for the mutual benefit of both user and manufacturer, often employing design thinking strategies. Typically, industrial design is intended to result in tangible goods that can be mass produced. Industrial design businesses may include on-site prototyping, fabrication, and manufacturing.

INSTRUCTIONAL SERVICE: The use of land for the provision of ~~recreational~~ instructional and similar services for personal improvement other than physical improvement. ~~Typical uses~~ Uses include, ~~but are not limited to, health or physical fitness studios, facilities, dance, music, painting, ceramics, arts or photography studios, fiber arts~~, educational tutoring facilities, handicraft or hobby instruction.

37. In new buildings permitted after [date of adoption of ordinance], permitted on the second floor and above only. For single-story buildings in existence on [date of ordinance adoption] this use is permitted on the ground floor.

OFFICE, CONTRACTOR-RELATED BUSINESS: An establishment wherein the primary use is the conduct of a business or profession specifically related to building contracting including, design services, engineering, construction and property management.

PROFESSIONAL RESEARCH SERVICES: An establishment that specializes in ~~performing~~ professional, scientific, and technical research services and ~~may~~ includes light manufacturing as an accessory use. ~~Uses are limited to: Typical uses include, but are not limited to, construction contractors, physical distribution and logistics, engineering and specialized design services, electronic and computer services, photographic services, research, development and scientific services, and internet or remote sales and marketing. This definition does not include uses which create vibration outside the exterior building walls, or uses that would diminish the quality of air and water in the city.~~

DISTRICT USES	L	L	L	G	G	S	S	T	T	C	C	L	L	L	L	R	R	R	A
	R	R	R	R	R	O	O	O	O	SD	SD	I	I	I	I	U	U	U	F
Hotel																			
Hybrid Production Facility																			
<u>Industrial Design</u>																			
Instructional Service																			
Office, Contractor-related business																			
Professional Research Service																			
Recreation Facility, Commercial																			
Storage Yard																			

36. Residential recreation facilities in the Light Industrial Districts are not allowed except for residents and guests of a particular residential development.

DISTRICT USES	L		L		G		S		T		C		L		L		R		A	
	R	I	R	2	R	L	R	H	O	0.4	T	3000	4000	1	2	1	2	3	U	F
Electric Vehicle Charging Station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Energy System, Solar	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Energy System, Wind	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Fallout Shelter	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Guesthouse	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Home Occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Recreation Facility, Residential	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A ³⁶	A ³⁶	A ³⁶	A ³⁶	A
Equestrian Facility, Residential	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Sawmill, Temporary	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	C

1. A multi-family development containing up to two (2) dwelling units is permitted.
2. Two (2) one-family dwellings are permitted.
3. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in Chapter 17.08 are permitted.
4. Use is not permitted in the Avalanche Zone. Reference Zoning Map.
5. Retail trade is permitted but must not exceed 2,500 square feet.
6. Uses must be subordinate to and operated within tourist housing and not to exceed ten percent (10%) of the gross floor area of the tourist housing facility.
7. Utility for offsite use.
8. See section 17.125.070, 17.125.080 for shared parking standards.
9. Drive-throughs are not allowed in association with food service establishments.
10. This is a permitted use, however offices and professional services on the ground floor with street frontage require a conditional use permit.
11. Tourist houses shall only be located in existing one-family dwellings. Additions to the home shall not exceed 20 percent (20%) of the existing square footage.
12. The following forms of retail trade are permitted: (a) Equipment rental, including sporting equipment and entertainment equipment, (b) Building, construction and landscaping materials; small engines with associated sales (c) Retail in conjunction with manufacturing, warehousing or wholesaling not to exceed 30% gross floor area or 800 square feet, whichever is less; no advertising is displayed from windows or building facades; and no access onto a major arterial is allowed if an alternative access is available.
13. Personal service is not allowed except for laundromats and dry cleaning establishments.
14. See section 17.124.090 of this title for industrial districts residential development standards.
15. Catering and food preparation is permitted. Restaurants require a conditional use permit and shall not exceed 1,000 square feet and serve no later than 9:00 P.M. unless expressly permitted through approval of the conditional use permit.
16. The following forms of retail trade are permitted: (a) Equipment rental, including sporting equipment and entertainment equipment (b) Building, construction and landscaping materials; small engines with associated sales (c) Furniture and appliances in conjunction with warehousing not to exceed 18% gross floor area or 900 square feet, whichever is less; (d) Other retail in conjunction with manufacturing, warehousing or wholesaling; it is limited to 10% gross floor area or 500 square feet, whichever is less. --- Retail uses (c) & (d) shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available.
17. See section 17.124.120.C of this title for industrial districts daycare development standards.
18. See section 17.124.070 of this title for accessory dwelling unit development standards.
19. A maximum of five (5) dwelling units are allowed through a conditional use permit and shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.
20. Indoor only.
21. Only allowed in conjunction with an equestrian facility.
22. See section 17.124.080 of this title for urban agriculture development standards.
23. See chapter 17.140 for wireless communications facility provisions.
24. Allowed on the ground floor only.
25. See section 17.124.050 of this title for hotel development standards.
26. Ground floor street frontage uses are limited to retail and/or office uses. In subdistrict A1 office uses require a conditional use permit.
27. Ground floor only.
28. Through the provision of a conditional use permit, the planning and zoning commission may approve a 20% increase to the total existing square footage of an existing nonconforming one-family dwelling.
29. Use is allowed as an accessory use through the provision of a conditional use permit.
30. Deed agreement and compliance with 17.124.090.C required.
31. Vehicle access from Highway 75 to motor vehicle fueling stations is prohibited.
32. All off-site snow storage operations when the project: (a) affects greater than one-half acre; or, (b) has, at the discretion of the Administrator, the potential to negatively impact neighboring uses within 300' of the proposed neighborhood or commercial off-site snow storage operation.

DISTRICT USES	L R		L R		G R		G R		S T		S T		C C		C C		L L		L L		R R		A F	
	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2

33. Short Term Rental in the Avalanche Overlay zone is permitted subject to the regulations found in Chapter 17.92, Avalanche Overlay District.
 34. Gross floor area for individual retail trade is limited to 36,000 gross square feet and net leasable floor area for grouped retail trade is limited to 55,000 net leasable square feet.

35. Commercial studios in the Light Industrial Districts are subject to the standards of section 17.124.150 of this title.
 36. Residential recreation facilities in the Light Industrial Districts are not allowed except for residents and guests of a particular residential development.

Business Licenses by Zoning District

Zoning District	Business Licences
AF	1
CC	455
GR-H	13
GR-L	6
LI-1	23
LI-2	93
LI-3	2
LR	10
LR-1	6
LR-2	0
RU	1
STO-1	0
STO-4	0
STO-H	0
T	75
T-3000	0
T-4000	0
CITY	685
LI Sub-total	118
Percent of Total	17.2%

Data collected June 2018

Land Area and Parcels by Zoning District

Zoning District	Acres in District	Total Parcels in District	Total Vacant Parcels	Total Parcels With Residential Characteristics
AF	220.4	11	9	2
CC	101.8	669	45	282
GR-H	31.71	305	38	267
GR-L	265.31	850	135	714
LI-1	12.36	31	3	6
LI-2	42.32	189	11	7
LI-3	6.26	38	3	28
LR	537.51	799	133	666
LR-1	53.2	50	11	39
LR-2	99.42	30	6	24
RU	373.86	40	22	13
STO-1	38.78	22	2	20
STO-4	11.4	13	1	12
STO-H	16.45	26	5	21
T	218.19	1268	177	1091
T-3000	26.61	179	24	155
T-4000	17.49	23	4	19
CITY	2073	4543	629	3366
LI Sub-total	60.94	258	17	41
Percent of Total	2.9%	5.7%	2.7%	1.2%

Parcel and residential data gathered in 2017

Exhibit E

(Items that follow were referenced as Exhibit D during the proceedings of PZ Commission)

**Exhibit D: Residential Use as Secondary Use in LI
Comprehensive Plan Sections**

Alignment

Ch.	Pg #	Goal	Policy
2	16	Goal E-2: Ketchum will support and attract businesses and industries that diversify and sustain the local economy and level out seasonal fluctuations.	<p>Policy E-2(e) Live-Work Opportunities and Home Businesses</p> <p>Support small home-based businesses that allow people to live and work from their residences and evaluate existing home-occupation, live/work, and related land use standards.</p>
3	20	Goal H-1: Ketchum will increase its supply of homes, including rental and special-needs housing for low-, moderate and median-income households.	<p>Policy H-1.2 Local Solutions to Attainable Housing</p>
	20		<p>Policy H-1.3 Integrated Affordable Housing in Neighborhoods</p> <p>Ketchum supports inclusion of affordable housing into existing neighborhoods to provide diversity. It will evaluate zoning regulations to accommodate this.</p>
	20		<p>Policy H-1.4 Integrated Housing in Business and Mixed-Use Areas</p> <p>Housing should be integrated into the downtown core and light industrial areas, and close to the ski bases. The resulting mix of land use will help promote a greater diversity of housing opportunities as well as social interactions.</p>
3	21	Goal H-3: Ketchum will have a mix of housing types and styles.	<p>Policy H-3.1 Mixture of Housing Types in New Development</p>
7	42	Goal M-1: Promote land use patterns, densities and mobility planning that maximizes investments and promotes safe and efficient mobility.	<p>Policy M-1.3 Compact Development and Housing Downtown and in Activity Centers</p> <p>Encourage compact development, mixed uses, and additional housing density in the downtown and in highactivity areas. This will increase opportunities for walking, bicycling and transit ridership and reduce vehicle trips.</p>
12	71	Goal LU-1 Promote a functional, compact, and mixed-use pattern that integrates and balances residential and non-residential land uses.	<p>Policy LU-1.1 Integrated and Compatible Mix of Land Uses</p>

	71		Policy LU-1.4 Balance between Jobs and Housing
12	71	Goal LU-2 Support infill and redevelopment in the downtown, major activity areas and specific areas that can take advantage of proximity to services and transportation.	Policy LU-2.2 Compatible Residential Infill Appropriate types of infill include the new residential units on vacant lots/areas, additions to existing units, accessory dwelling units, and residential units with businesses. Ensure that residential infill is compatible in character and scale within the surrounding neighborhood.
12	70	Mixed-Use Industrial Land Use - SECONDARY USES	A limited range of residential housing types, and supporting retail are provided for within this category. Uses should generate little traffic from tourists and the general public.

Divergence

Ch.	Pg #	Goal	Policy
12	71	Goal LU-2 Support infill and redevelopment in the downtown, major activity areas and specific areas that can take advantage of proximity to services and transportation.	Policy LU-2.1 Infill and Redevelopment Support intensification of land uses on appropriate infill and redevelopment sites in the following areas: · Industrial areas;
12	70	Mixed-Use Industrial Land Use - PRIMARY USES	Light manufacturing, wholesale, services, automotive, workshops, studios, research, storage, construction supply, distribution and offices make up the bulk of development within this district.

ZONING CODE HISTORY OF KETCHUM'S LIGHT INDUSTRIAL ZONING DISTRICTS

1961 – Ord. 62

Village of Ketchum's first zoning ordinance

- Created the LM1 – Limited Manufacturing zone.
- District covered what is today LI-1 on the west side of Warm Springs Road and some of the land where Hemingway STEAM School is today. At the time, Ketchum limits still ended at 10th Street.
- No mention of housing as a use.

1965 – Ord. 85

Repealed and replaced Ord. 62

- LM1 – Limited Manufacturing zone was replaced by the I – Industrial zone
- Ketchum city limits still ended at 10th Street.
- The I zone was applied only to the area south of 10th Street that is today LI-1.
- No mention of housing as a use.

1974 – Ord. 208

City of Ketchum's first zoning ordinance

- Created the LI - Light Industrial zone (single district).
- No mention of housing as a use.

1976 – Ord. 231

- Allowed housing for security personnel through a Conditional Use Permit.

1984 – Ord. 389

- Separated the Light Industrial zone into the three zones still in place today: Light Industrial-1, 2, and 3.
- Added the limitation that housing for security personnel could not exceed 600 square feet.

1984 – Ord. 390

- Required a Light Industrial Business Permit for all businesses located in a light industrial zone.

1991 – Ord. 556

This ordinance cited two studies about the need for affordable housing in Ketchum as rational and justification for expanding the scope of housing in all three Light Industrial zones. The intent was to allow housing for long term residents active in the workforce to be constructed in the LI zones. The regulations adopted in this 1991 ordinance are mainstays that have largely been in place ever since. Regulatory highlights of Ord. 556 include:

- Expanded residential uses allowed in through CUP beyond housing for security personnel
- No dwellings permitted on the first floor
- Up to 50% of building may be devoted to dwelling units
- Units shall be 400-800 square feet
- Units shall not have more than 2 bedrooms
- 1 parking space per bedroom required on site
- Units must either be owner occupied or used for long term occupancy (90 days+)
- Dwellings shall not be separated for sale
- CUPs to be recorded with County
- Residential uses shall be subordinate to other permitted Light Industrial uses

1999 – Ord 801

- Increased permitted square footage of residential units to 1000 sf.

2005 – Ord. 954

With this ordinance housing regulations for the Light Industrial – 3 district diverged from the regulations for LI-1 and LI-2. This ordinance facilitated development of the Scott building.

- Differentiated between deed restricted units and units for owner occupation
- Conditional Use Permit still required
- Allowed up to 66% of a building to be housing provided all other standards were met
- The area designated as non-residential use shall be a minimum of 24% of the total floor area; this floor area can't include areas for personal storage for dwelling occupants
- 1/3 of the total housing square footage shall be deed restricted Community Housing units
- Dwellings up to 1400 sq ft permitted
- Three-bedroom units permitted
- No dwelling units on the ground floor

2016 – Ord 1150

This ordinance was the result of a zoning code text amendment initiated by the Community School.

- Added “School Residential Campus” as a use
- Added provision for dormitory rooms
- Added provision allowing dwelling units for school employees to be located on the ground floor



NEIGHBORHOODS

Williamsburg's Industrial Businesses Are Fleeing

While City Hall works on a plan to preserve manufacturing in East Williamsburg, the gentrification buzzsaw is already taking its toll

by GWYNNE HOGAN

NOVEMBER 30, 2017





Workers at Joyva's confectionary plant in East Williamsburg, which may relocate after 99 years to take advantage of soaring real estate values. GWYNNE HOGAN

The Radutzky family has been making halvah, tahini, and jelly rings at their factory in East Williamsburg since 1918. But rising utility and property tax costs, combined with the soaring value of their property — a full three city blocks in the designated industrial zone that sits on the eastern edge of Williamsburg and Greenpoint — are making the family consider leaving Brooklyn behind for the first time in the company's nearly 100 years.



“We’re not in the real estate [game]. We make candy,” says Richard Raduzky, grandson of Joyva’s founder, on a recent tour of the impressive factory, which is equipped with much of the same machinery they’ve used for decades, including a massive underground tunnel system that funnels tahini between buildings. His small office inside the sweet-smelling brick building is decorated with decades-old wooden boxes in which the company once delivered candy bars.

At the same time, “we’ve been approached about our real estate — the market has come to us,” says Raduzky. “It’s on the table because it never was before.”

The North Brooklyn Industrial Business Zone, a 721-acre swath of land stretching from Newtown Creek to the northern edge of Bushwick, was established in 2013 (as an expansion of the East Williamsburg Industrial Park that had been in place since 1982) to help protect what remained of what had once been a hub for breweries and other industrial uses. Like other manufacturing zones across the city, its zoning designation allowed for a broad array of uses that includes not only light and heavy industry, but also hotels, department stores, and office buildings, though for many years the area remained predominantly industrial.

As of 2015, according to the Department of City Planning’s analysis of state labor data, the district was home to around 20,000 jobs, 15,000 of them industrial, including jobs in manufacturing, transportation, and warehousing.

While North Brooklyn has been bleeding industrial jobs for decades, a transition which sped up along the waterfront following Mayor Michael Bloomberg's 2005 residential rezoning of Williamsburg and Greenpoint, it's just begun to kick into high gear as East Williamsburg and Bushwick have grown increasingly attractive to residents and businesses alike. East Williamsburg's first new office building opened up on Bogart Street in August, and a handful more are in the pipeline. Three massive music venues — Elsewhere, Brooklyn Steel, and Avant Gardner – have opened this year, all on former industrial land.



Tahini pours into tins stamped with Joyva's signature sultan logo. GWYNNE HOGAN

The renewed interest in East Williamsburg has actually led to a slight uptick in industrial jobs, which rose 15 percent between 2010 and 2015, the first increase in the area in decades that included spikes in jobs in the wholesale trade, waste management, construction. But jobs in offices, as well as in retail, entertainment,

hospitality, have increased at a far greater clip — up 27 percent and 58 percent respectively, according to the Department of City Planning.

Leah Archibald, head of Evergreen Exchange, an advocacy group for the area's industrial businesses, says that since 2015, the transition from industrial to other uses has kicked into high gear. She cites several office buildings under construction, as well as the departure of a handful of industrial businesses in the last two years, including printing company Alvin J. Bart and Sons and food packers Trans-Packers, which is leaving East Williamsburg at the end of the year.

“If the city does nothing, the entire East Williamsburg industrial area will no doubt turn into an attractively distressed office park, replete with reused timber and Edison light bulbs,” warns Archibald. “Is that what we want?”

The city has acknowledged these concerns, and says it plans to address them. In 2015, Mayor Bill de Blasio made a commitment to bolster jobs in the industrial sector, and the Department of City Planning began a study of the North Brooklyn Industrial Business Zone, with the goal of finding ways of “preserving and growing industrial jobs, as well as other compatible jobs in the creative and innovative sectors.”

But a year has passed since the final study was supposed to be released, with the Department of City Planning now saying it expected to have the report out by the end of the year.

RELATED

MEDIA

‘There Goes the Neighborhood’ Tackles Brooklyn’s Gentrification Problem

by TATIANA CRAINE

Advocates like Archibald, who suspect the delay is related more to slow-moving bureaucracy than to intentional ill will, are hoping that the city’s recommendations will include a zoning mechanism to slow non-industrial development. “Things that are not compatible should have some sort of speed bump to slow their development like hotels or very large venues or homeless shelters,” she says. “We’re not even saying they should be forbidden. Just put in some sort of public review process.”

A draft of the report released this summer proposed splitting the industrial zone by transit access, restricting use of the land farther away from L train stops to heavy industrial use, while creating higher density for mixed office and industrial use closer to the train stops. Once the official recommendations come out, they’ll have to go

through a formal land use rezoning process, which will take months; during that time, there's the risk that pressures from the real estate industry could alter or impede them from being implemented.

Real estate mogul Jamie Wiseman of Cayuga Capital, which has redeveloped a handful of plots of industrial land into commercial and residential buildings across Williamsburg and Bushwick — including 321 Starr Street, on track to becoming a climbing gym — argues that the trend toward offices and nightlife venues isn't some nefarious land grab by developers. Rather, he says, industrial business owners are making a calculation to cash in on the value of the land they own and relocating to areas where it's cheaper for them to operate.

“Industrial businesses need to go where their labor is cheap and their power is cheap and their space is cheap,” says Wiseman. “And unfortunately in New York, none of those things is true.” Of Evergreen Exchange's opposition to redevelopment, he says, “Leah Archibald is putting up the good fight, but she's kind of fighting gravity.”



Richard Radutzky, co-owner of Joyva in East Williamsburg. GWYNNE HOGAN

While the area's new uses may not be industrial, says Wiseman, "at least these businesses are growing and employing a lot of people." Though, he adds: "It may not be the same people."

Indeed, the majority of the new jobs created in offices and nightlife cater to younger, tech-savvier millennials. The area's industrial businesses have offered a foot in the economic door for many first-generation immigrants, who may not have higher education or English language skills, but who do have craftsmanship. About half of the workers in the North Brooklyn industrial area come from the surrounding neighborhoods of Bushwick, Williamsburg, Maspeth, Ridgewood, and Middle Village, according to an unscientific survey of local businesses, says Archibald.

Some property owners are listening to the concerns of the community and are undertaking creative solutions on their own to bridge the gap.

The owners of a plot of land at 79 Bogart Street say they plan to set aside part of their forthcoming office building for manufacturing businesses at below market rate, similar to a model put forth by Williamsburg developer Toby Moskovits, whose 25 Kent Ave. building near the waterfront is under construction.

But relying on the goodwill of individual property and business won't be enough, says Tod Greenfield, second-generation owner of Martin Greenfield Clothiers, a hand-tailored suit factory that's been located in East Williamsburg since 1917. Standing on the roof of his Varet Street factory, Greenfield gestures to massive apartment complexes and hotels under construction all around. "It's under attack from all angles," he says.

RELATED

NEWS & POLITICS**What Would Amazon's Arrival in Sunset Park Mean for Locals — and City Taxpayers?**by SARAH AZIZA

Back on the factory floor, amid the whir of Singer sewing machines, Greenfield points to employees who hail from nations including Poland, Haiti, Italy, the Dominican Republic, and Ecuador.

Ana Sanchez, 61, moved to the city from El Salvador in the 1980s. A few days later she found a job at a women's clothing factory in Long Island City. While her English was shaky, she was an expert seamstress, having perfected her craft designing and hand-sewing dresses for her friends in El Salvador. When the factory she worked for closed in 2001, she ended up at Martin Greenfield Clothiers a few months later.

Sanchez didn't like the work at first, she says. Menswear was much simpler than the ornate and intricate women's clothing she was used to sewing, but she got used to it, she says, and was able to raise three kids on her earnings.

“I never asked for help from the government, even now,” she says in Spanish, looking up from the hem of a woolen pant leg. “Here, I survived.”

While Sanchez isn't at risk of losing her job, and the Greenfields are determined to stay put and continue operations in the building they own, Greenfield worries that the more time passes, the less there will be left to fight for.

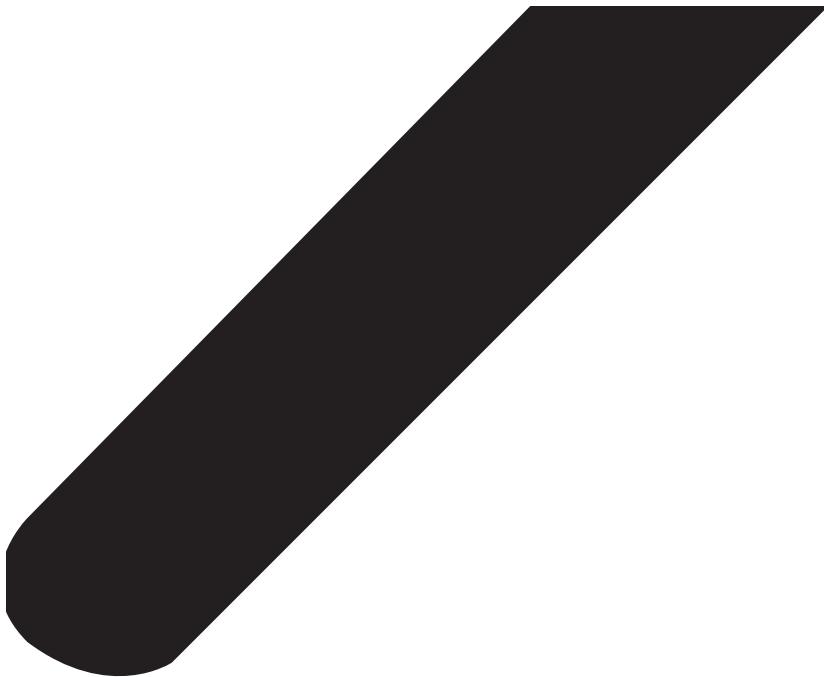
“People need freshly baked bread; school buses need a place to park,” he says. “The city could die if it doesn't have these areas protected.”

MORE: [EAST WILLIAMSBURG](#) [GENTRIFICATION](#) [JOBS](#) [REZONING](#)

MOST POPULAR

PRIDE

192



[NYPR Network](#) X

- [WNYC](#)
- [Gothamist](#)
- [WNYC Studios](#)
- [NJPR](#)
- [WQXR](#)
- [New Sounds](#)

Williamsburg Warns East New York About Industrial-Strength Gentrification

by [Nathan Tempey](#) in [News](#) on Mar 8, 2016 9:44 am

2.9K
Like
Share
Tweet



Nominal efforts to protect industry in rezoned Williamsburg and Greenpoint failed. ([Runs With Scissors/Flickr](#))

The City Council hearing yesterday ran long, so long that it had to relocate from the Council chambers across Broadway to a fluorescent-lit room in a tertiary city office building because someone needed to use the space. It was not a typical meeting for the zoning subcommittee of the Council's Land Use Committee. The subject was the [planned rezoning](#) of [part of East New York](#) to allow taller residential buildings and stack 6,500 new apartments on top of the neighborhood. Lined up to voice their opposition were dozens of neighborhood residents and advocates. Their testimony carried the hearing nearly to the eight-hour mark.

The thrust of the opposition to the rezoning, familiar by now, conveyed in English and Spanish, through tears and research citations, was that the rezoning would create too few below-market rate apartments (half of a planned 7,000), and too few of those would be affordable to current residents (East New York's median income is \$35,000 and just a quarter of the planned apartments would be available to people making \$31,000 or less), while opening up the floodgates to luxury development that will drive up rents and send low-income residents packing.

Speakers on all sides of the issue emphasized that the specter of speculative real estate has already arrived in the form of tenant harassment, [incessant home-buying offers](#), and rising rents.

"Neighbors on my street are already jacking up the rents to \$1,800," East New York Councilman Rafael Espinal said.

During hours in the hot seat, Department of Housing Preservation and Development Commissioner Vicki Been disputed an often-cited Comptroller's Office analysis saying that the rezoning puts 50,000 people of displacement. Been argued that 50,000 are already at risk of displacement, given that there are 24,000

non-rent-regulated apartments in the neighborhood. (A spokesman for the Comptroller's Office indicated that those ideas [aren't mutually exclusive](#).)

"If you did nothing gentrification would actually accelerate in East New York," said Meredith Marshall, co-founder of the development firm BRP Companies, and along with other affordable housing developers who spoke, the only private citizens who expressed full support of the plan. "Where you have transportation you have movement eastward in Brooklyn, and people are gravitating to those sites and those neighborhoods."

Legal Services NYC deputy housing director Luis Henriquez, who oversees tenant lawyers, many of them newly hired as part of [de Blasio's anti-harassment push](#), spoke in opposition, but said his office is already seeing decades-long tenants being taken to housing court for the first-time as landlords aggressively offer buyouts and real estate LLCs proliferate.

"We have spoken about gentrification in East New York as a future thing, but it's something we are seeing now as housing lawyers," Henriquez said.

East New York is the first of 15 neighborhoods up for rezoning under Mayor de Blasio's contentious [affordable housing plan](#), but it also follows a long line of neighborhoods rezoned by former mayor Michael Bloomberg. On hand at the hearing were veterans of the 2005 Williamsburg-Greenpoint waterfront rezoning, who argued the obvious: that luxury towers sprouted like mushrooms across the neighborhoods while barely any affordable housing got built (just 2 percent of promised units [by 2013](#), while only two years of financing for 1,200 affordable units have been lined up for East New York). They also warned that the rezoning delivered a crippling blow to the area's warehouses and small factories.

The East New York rezoning plan nominally relies on two mechanisms to keep industrial small businesses around: MX zoning, which allows for both residential and light industrial uses, and industrial business zones, designated manufacturing areas where companies moving in are eligible for tax credits and business owners are supposed to have access to services. A recent Pratt Center for Community Development [report](#) [[PDF](#)] found that both mechanisms failed to keep speculative real estate out of Williamsburg and Greenpoint's factory areas.



East New York's industrial business zone is mostly left out of the rezoned area, but it could still be seriously affected. (Nathan Tempey/Gothamist)

In the MX-zoned areas along the East River, near the Brooklyn Navy Yard and Bushwick Inlet, industrial square footage decreased by over 60 percent over the decade since the rezoning.

"Where in the city has MX ever led to industrial or commercial preservation?" Williamsburg Councilman Antonio Reynoso demanded of de Blasio administration officials during a testy exchange.

According to the report, there has only been one MX-zoned area where industrial growth has taken place since the designation was created in 1997, in West Harlem. Other researchers found that of 32 manufacturing businesses in an area rezoned MX in Greenpoint and Williamsburg, only 8 remain today.

Department of City Planning executive director Purnima Kapur explained that the MX rezoning of Ocean Hill, just west of Broadway Junction, is meant to reflect a mix of light industry and single family homes that has existed since the mid-20th century. City Planning Commission chairman Carl Weisbrod offered, "We're protecting the homeowners that are there, and we're also protecting the jobs."

But Reynoso questioned the effectiveness of the rezoning's ability to protect jobs in industrial areas once those areas can profitably become residential. "Given the choice, developers are always going to convert to residential," Reynoso said. "You're giving away [industrial] land for pennies on the dollar for residential."

Kapur and Weisbrod offered that the nearby IBZ, south of Broadway Junction, had been left out of the rezoning entirely to keep businesses. Williamsburg and Greenpoint's experience is instructive here, too.

A representative from the Evergreen Exchange, a membership organization serving industrial companies in Williamsburg and Greenpoint, recounted how since rezoning, the number of businesses it serves has dropped from 300 to 66, and that though there are pockets where industry still predominates, in the Williamsburg-Greenpoint IBZ, the "majority of the zone is now populated by hotels, nightclubs, and large-scale amusements."

The Pratt report backs this up most of the way, saying, "The proliferation of non-industrial uses has fueled speculation and commercial gentrification, even within the IBZs." Though they "remained zoned for manufacturing, the penetrable character of manufacturing zoning combined with the real estate pressure stemming from adjacent areas that had been rezoned for market-rate residential development led to substantial encroachment by as-of-right, non-industrial uses. In 2004, the year before the rezoning was approved, 87% of the lot square footage in the IBZ was occupied by 'Industrial and Manufacturing' uses; there were no 'Commercial and Office' uses. By 2014, 'Industrial and Manufacturing Uses' decreased by over 378,000 square feet and now only comprise 65% of the lot square footage. In contrast, commercial uses have increased by 236,000 square feet and now constitute 14% of all lot square footage."

East Brooklyn Business Improvement District manager Bill Wilkins represents 95 East New York businesses, including metal fabricators, bakeries, and sign makers. He testified that the rezoning, particularly the use of MX zoning, which also extends to parts of Liberty and Altantic avenues, spells certain displacement of businesses that have served as life rafts in the red-lined, poverty- and crime-stricken neighborhood.

"We are very concerned about the manufacturing sector in our community, which has long been the backbone of an otherwise bleak economy," Wilkins said, noting that member businesses pay an average salary of \$50,000.

Real estate and resources are already tight, he said:

"We don't have inventory available for businesses to expand, grow and relocate. If you do approve this plan, we are in need of funding for industrial relocation grants."

Espinal said he expects the rezoning to go up for a vote in 40 days. He must sign off on the plan first.

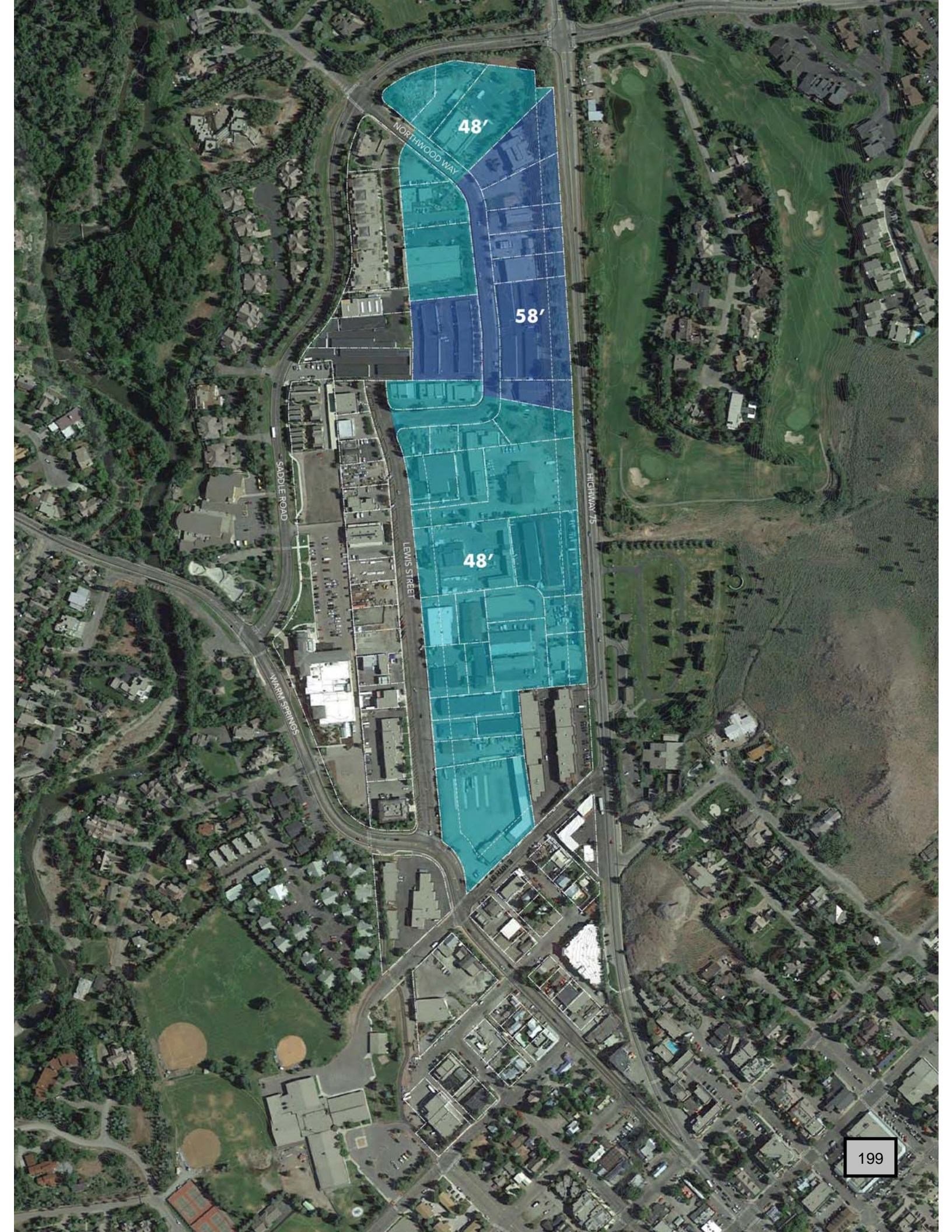
Gothamist is now part of WNYC, a nonprofit organization that relies on its members for support. You can help us by [making a donation today!](#) Your contribution supports more local, New York coverage from Gothamist. Thank you!

Contact the [author](#) of this article or email tips@gothamist.com with further questions, comments or tips.

- [twitter](#)
- [facebook](#)
- [reddit](#)
- [print](#)

- [affordable housing plan](#)
- [commercial gentrification](#)
- [east new york](#)
- [gentrification](#)
- [industrial retention](#)
- [neoliberalism](#)
- [rezoning](#)
- [speculative real estate](#)
-

Exhibit F



48'

58'

48'

NORTHWOOD WAY

SADDLE ROAD

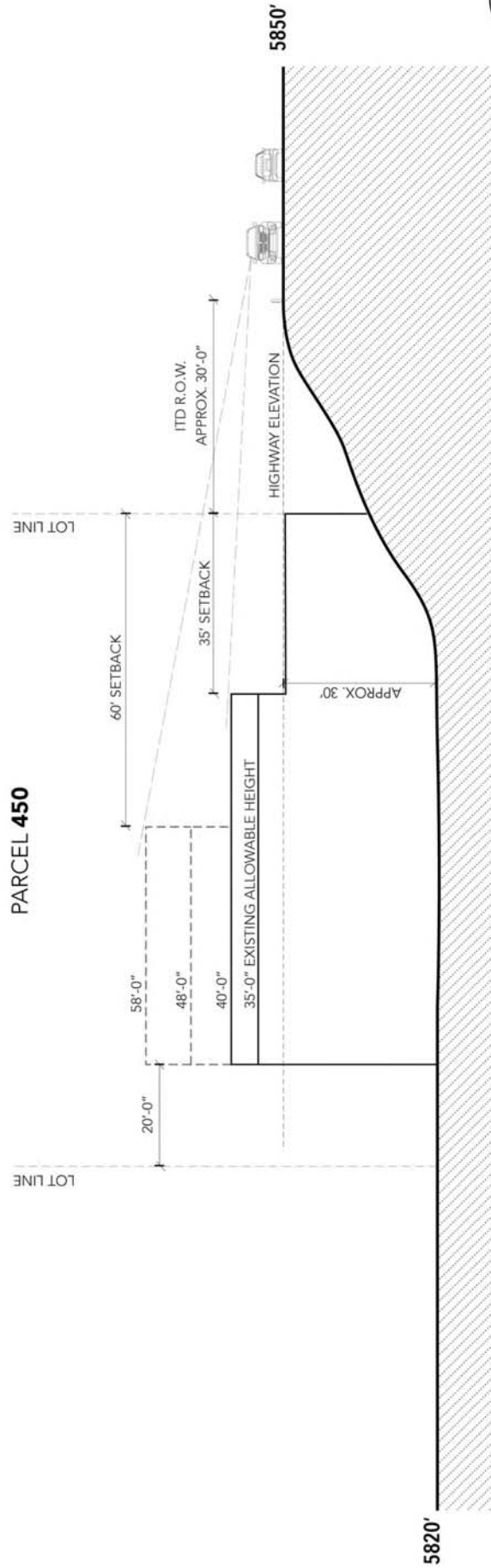
WARM SPRINGS

LEWIS STREET

HIGHWAY 75



VIEW KEY



A

HIGHWAY 75 - SECTION A

VIEW 03 // EXISTING



VIEW 03 // 35'



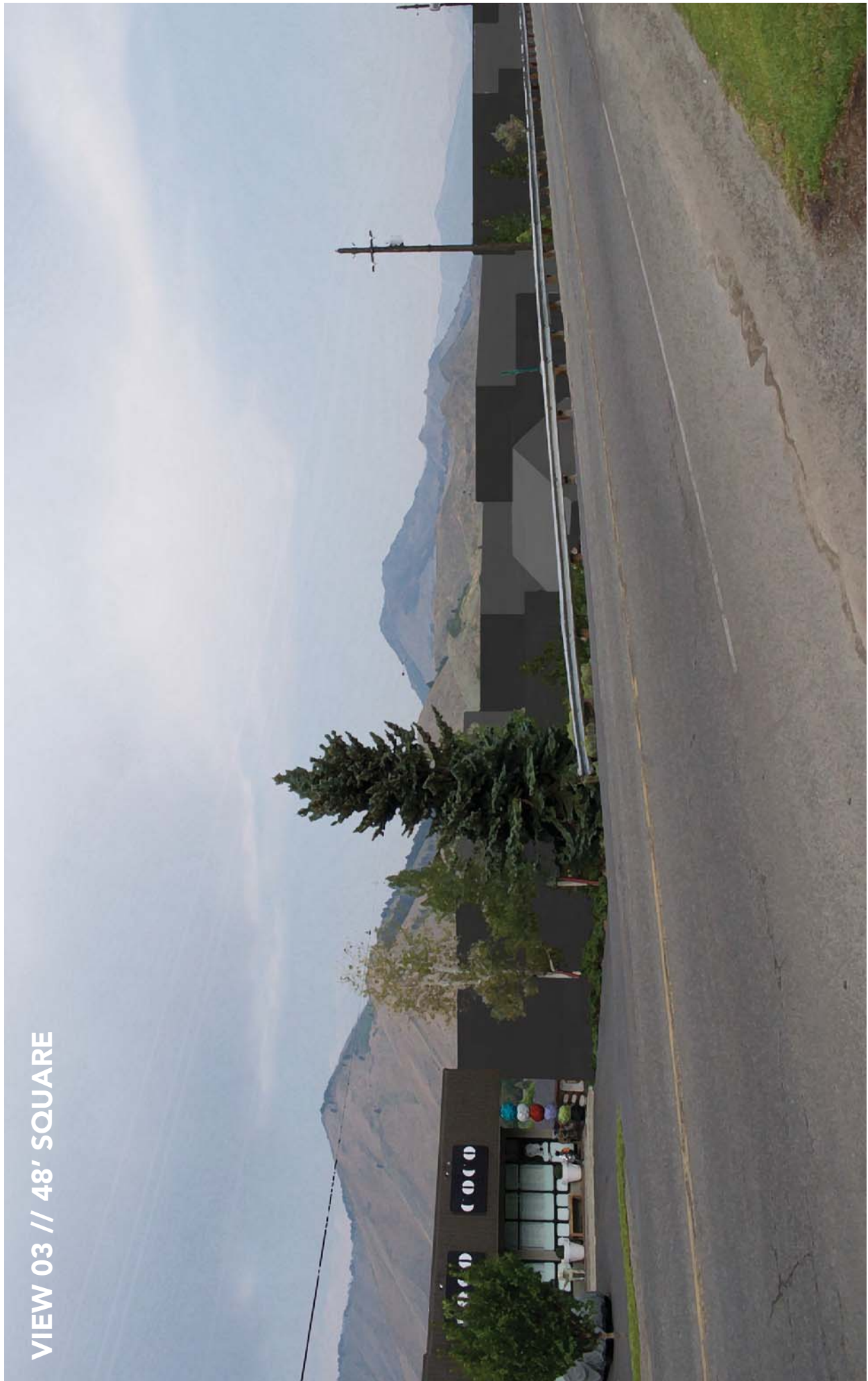
VIEW 03 // 40'



VIEW 03 // 48' GABLED



VIEW 03 // 48' SQUARE



VIEW 03 // 58'



EXISTING BUILDING HEIGHT



35' ALLOWABLE MAX BUILDING HEIGHT



LEGEND	
	LI-1
	LI-2
	LI-3
	EXISTING ALLOWABLE (35')
	40'
	48'
	58'
	EXISTING CONTEXT

40' MAX BUILDING HEIGHT



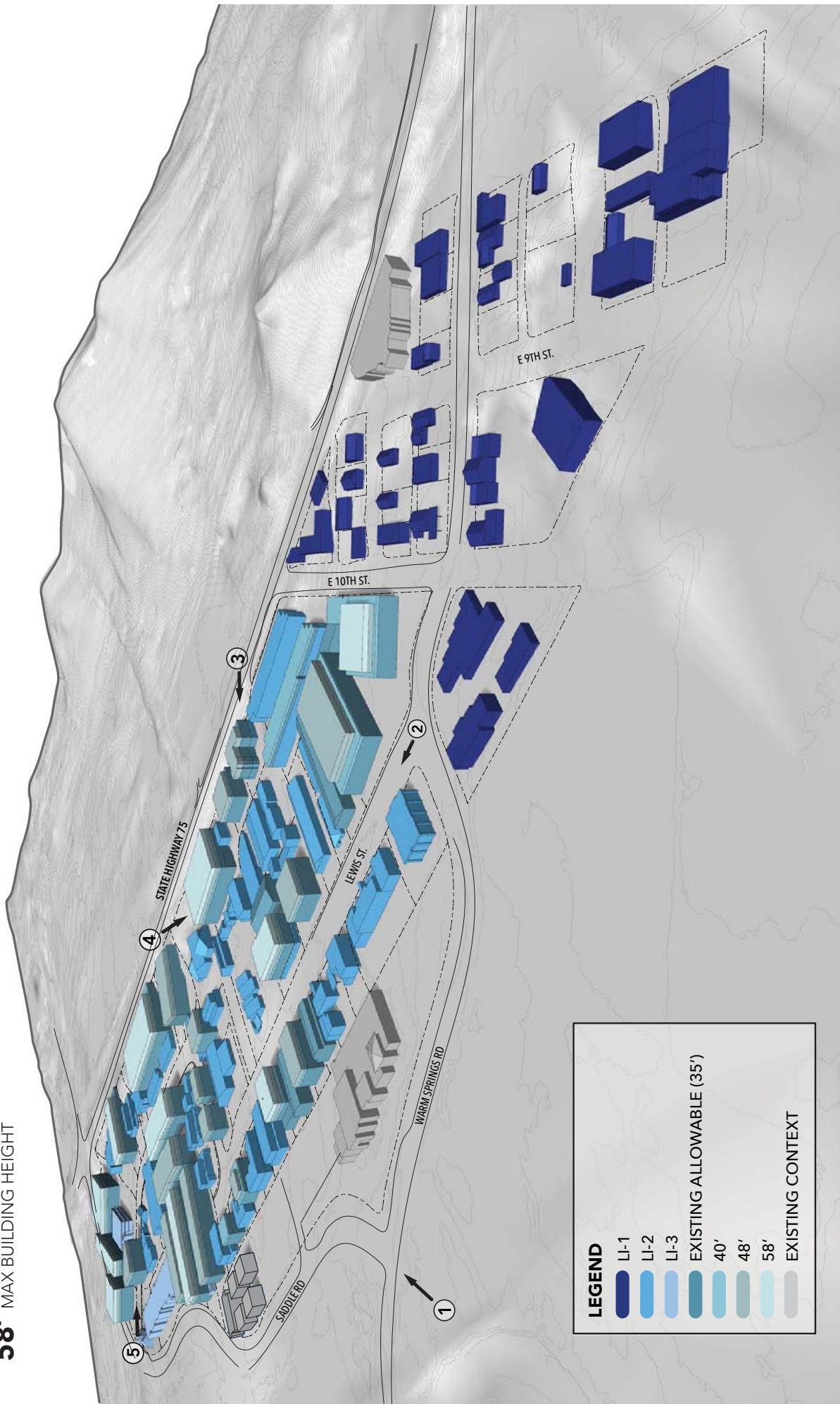
LEGEND	
	LI-1
	LI-2
	LI-3
	EXISTING ALLOWABLE (35')
	40'
	48'
	58'
	EXISTING CONTEXT

48' MAX BUILDING HEIGHT



LEGEND	
	LI-1
	LI-2
	LI-3
	EXISTING ALLOWABLE (35')
	40'
	48'
	58'
	EXISTING CONTEXT

58' MAX BUILDING HEIGHT



LEGEND

- LI-1
- LI-2
- LI-3
- EXISTING ALLOWABLE (35')
- 40'
- 48'
- 58'
- EXISTING CONTEXT

VIEW 01 EXISTING



VIEW 01 // 35'



VIEW 01 // 40'



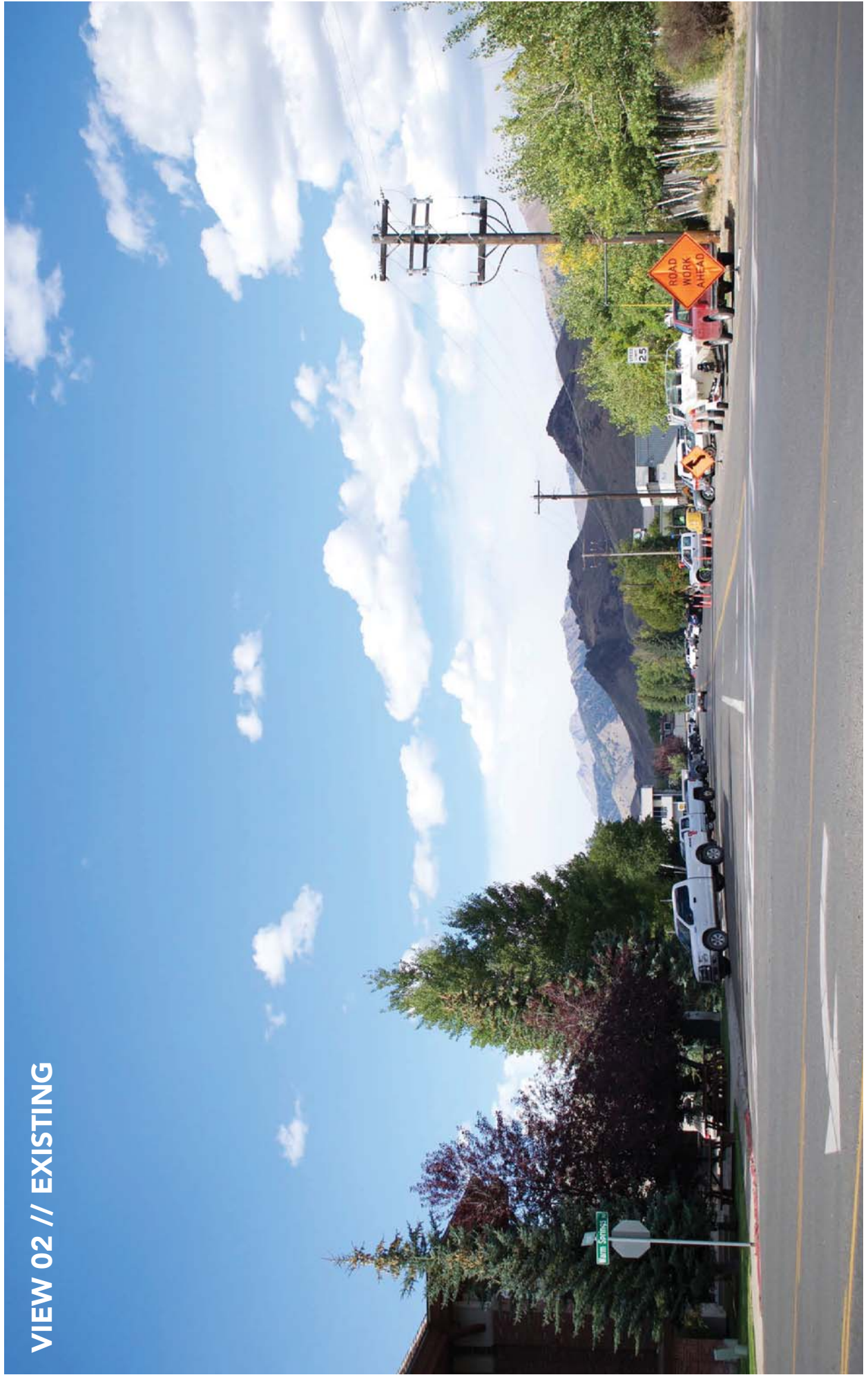
VIEW 01 // 48'



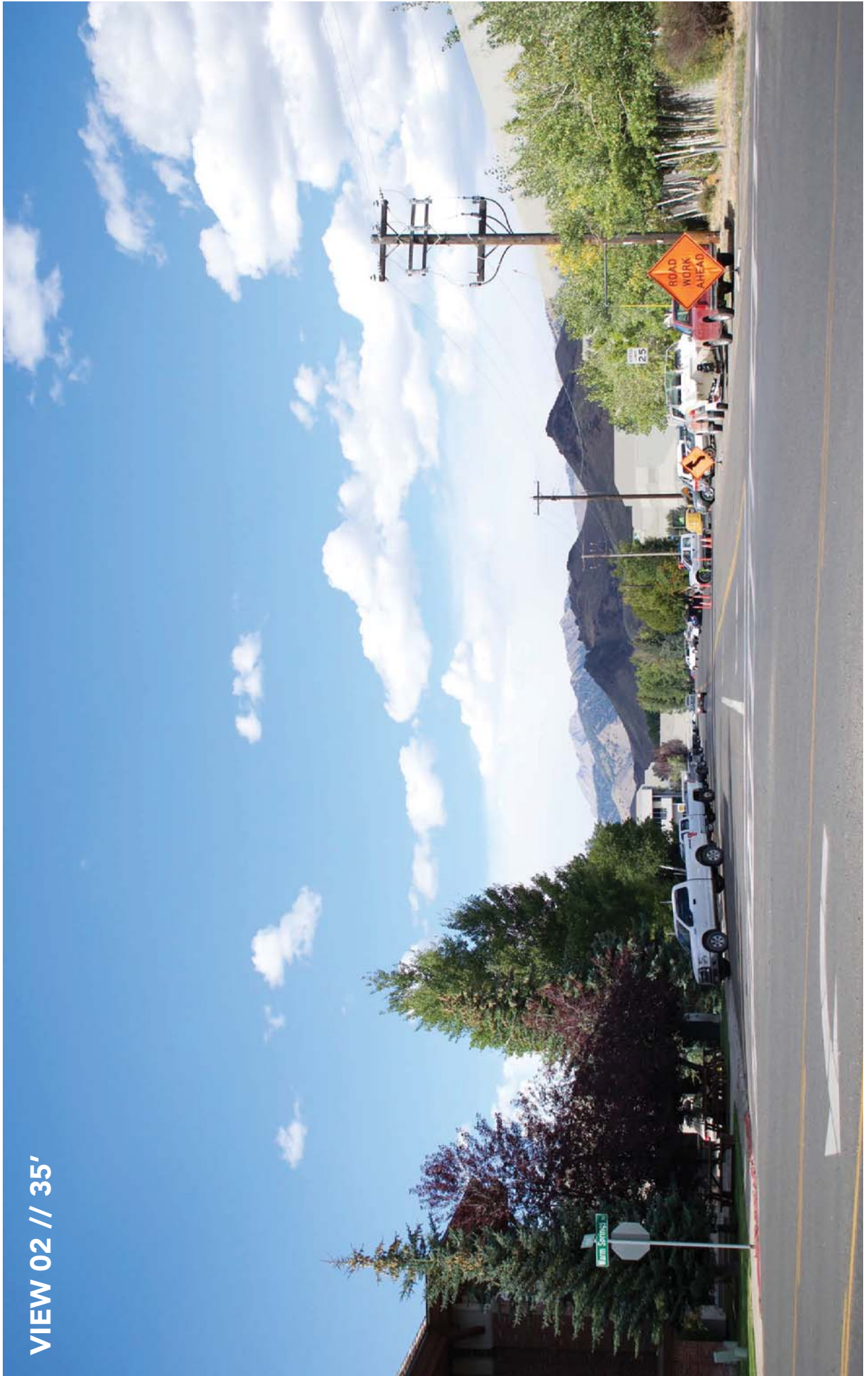
VIEW 01 // 58'



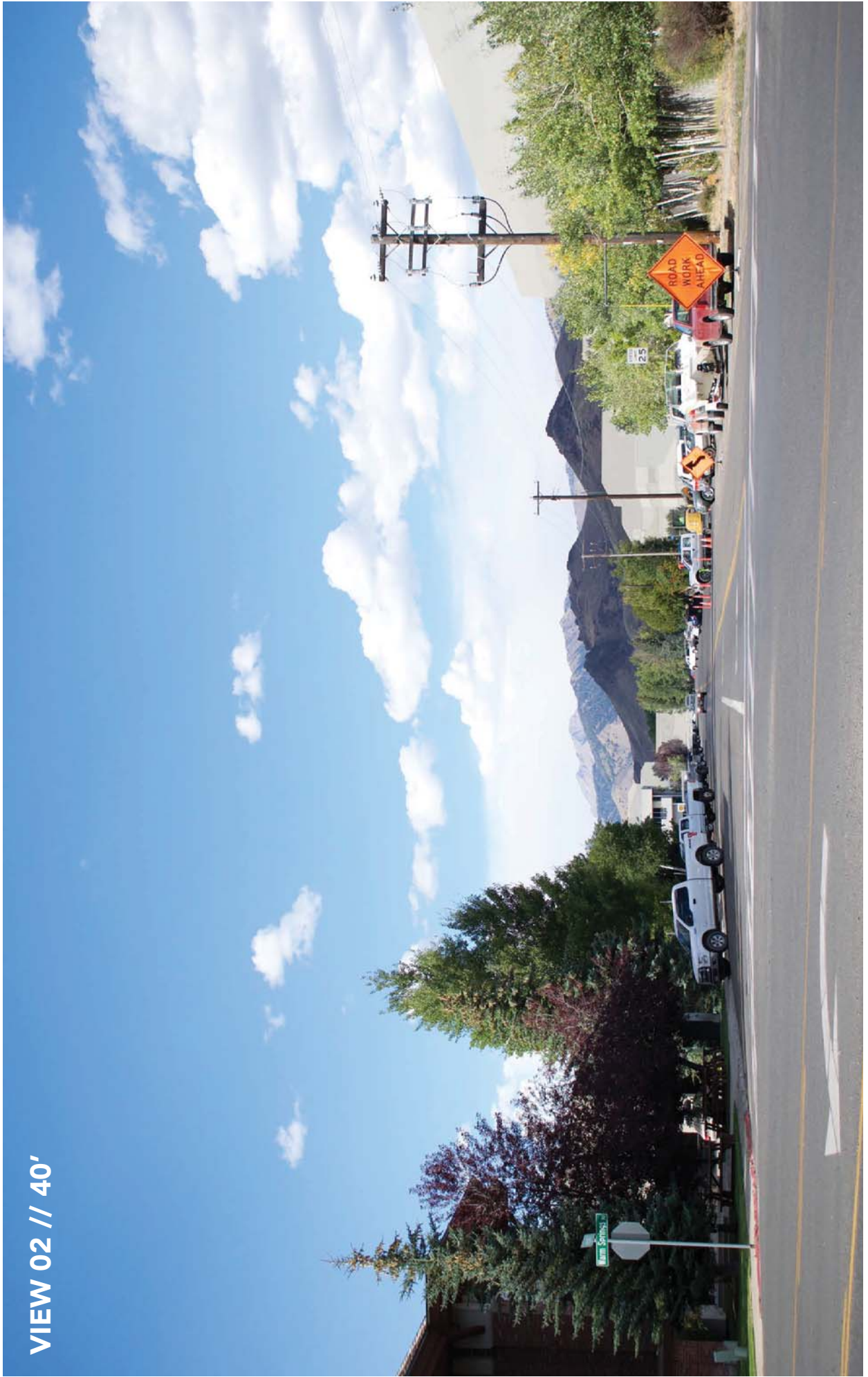
VIEW 02 // EXISTING



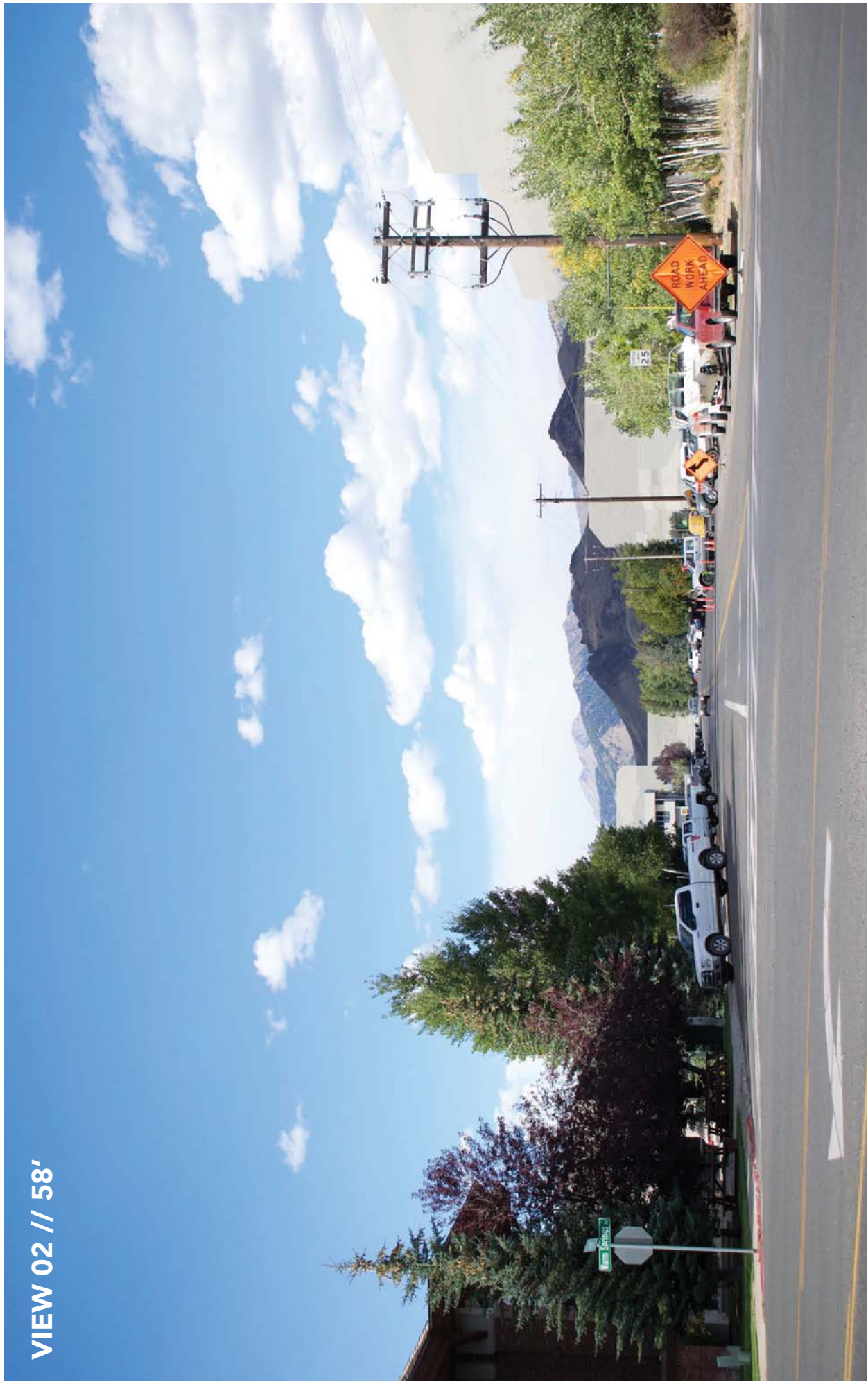
VIEW 02 // 35'



VIEW 02 // 40'



VIEW 02 // 58'



VIEW 03 // EXISTING



VIEW 03 // 35'



VIEW 03 // 40'



VIEW 03 // 48'

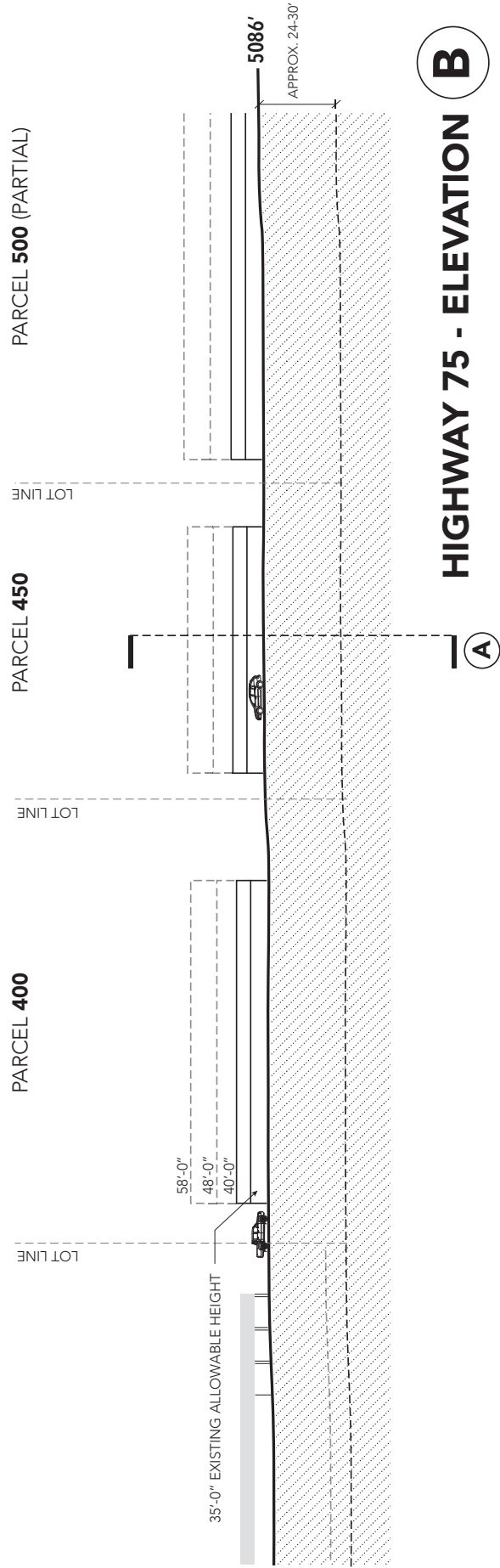


VIEW 03 // 58'





VIEW KEY



VIEW 04 // EXISTING



VIEW 04 // 35'



VIEW 04 // 40'



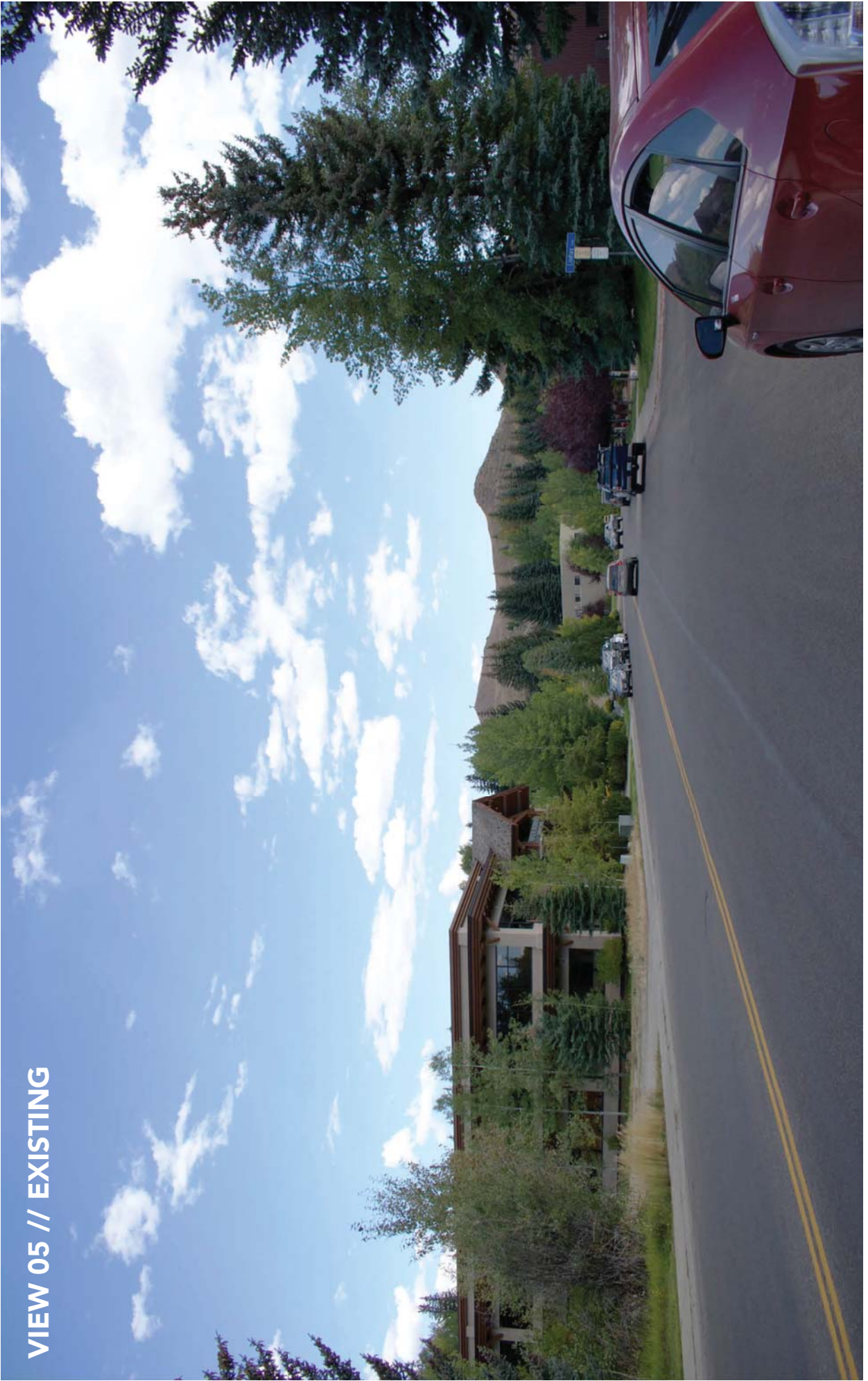
VIEW 04 // 48'



VIEW 04 // 58'

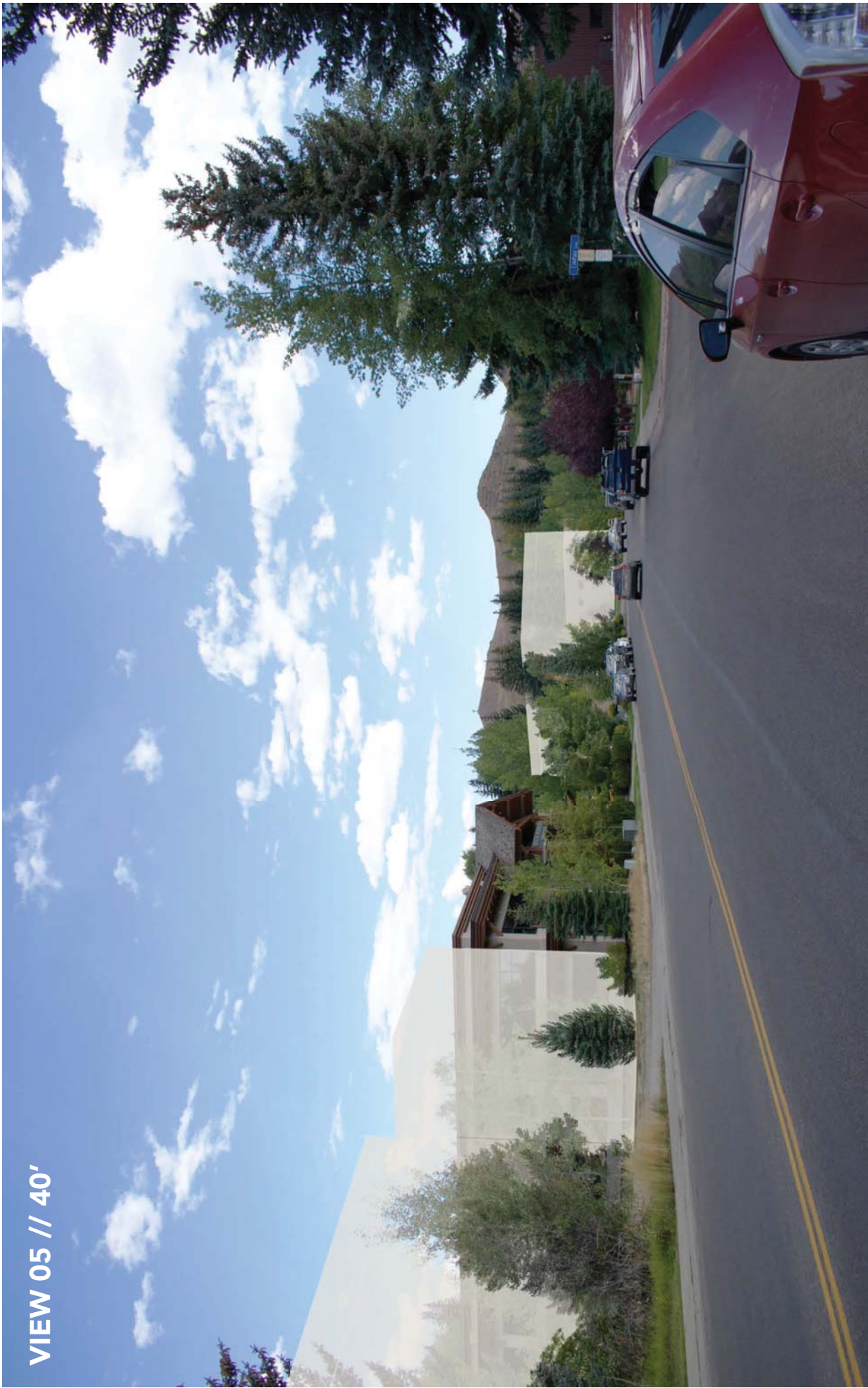


VIEW 05 // EXISTING





VIEW 05 // 35'



VIEW 05 // 40'



VIEW 05 // 48'



VIEW 05 // 58'



VIEW KEY

AREA TAKEOFF

- COMBINED LOT SF = **23,958.54 SF**
- COMBINED LOT ACRES = **.552**
- POTENTIAL BUILDING FOOTPRINT = **17,968 SF**
- + LEVEL 02 = **35,936 SF**
- + LEVEL 03 = **53,904 SF**
- + LEVEL 04 = **71,872 SF**
- + LEVEL 05 = **89,840 SF**





VIEW KEY

AREA TAKEOFF

- COMBINED LOT SF = **47,019.27 SF**
- COMBINED LOT ACRES = **1.096**
- POTENTIAL BUILDING FOOTPRINT = **35,264.25 SF**
- + LEVEL 02 = **70,528.5 SF**
- + LEVEL 03 = **105,792.75 SF**
- + LEVEL 04 = **141,057 SF**
- + LEVEL 05 = **176,321.25 SF**

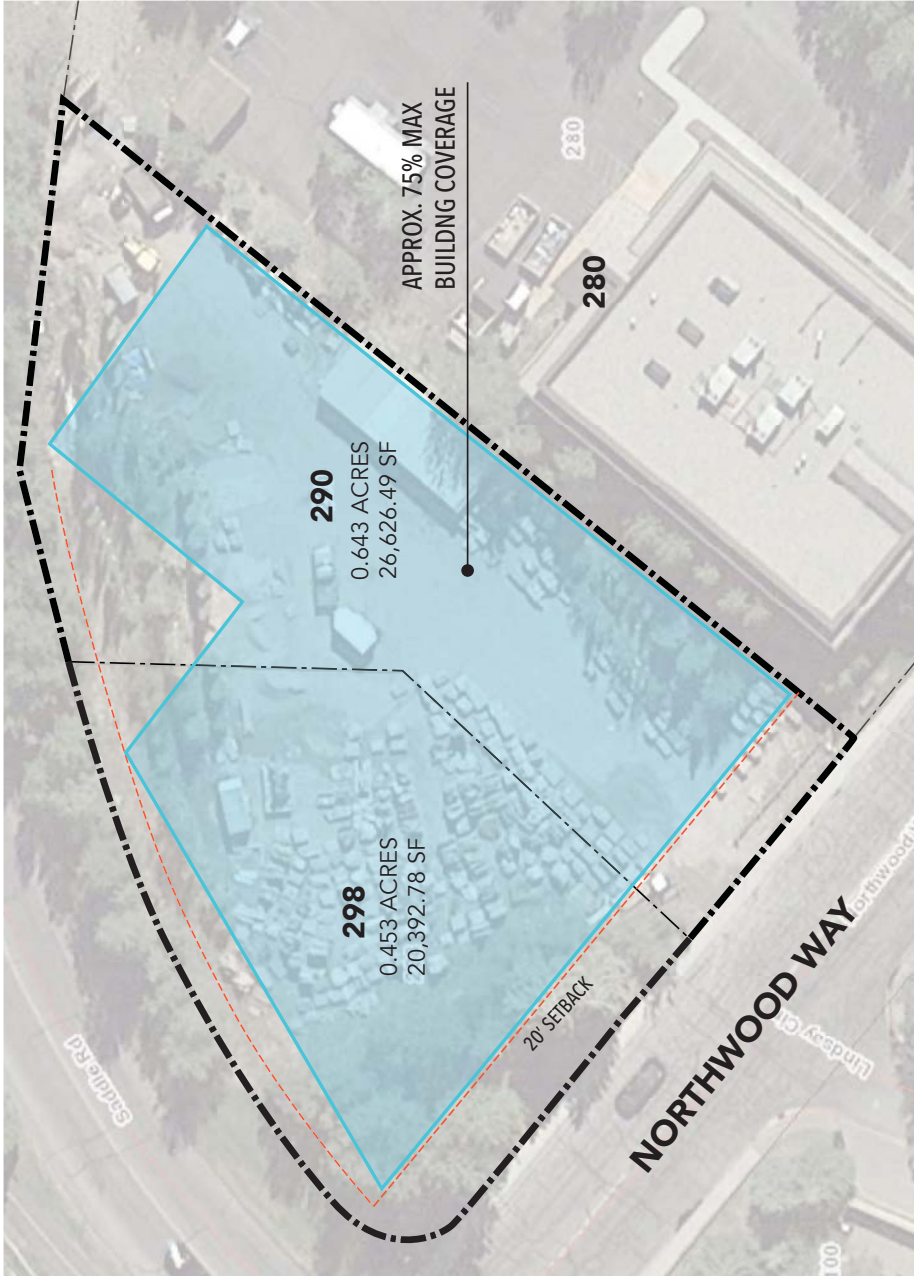


Exhibit G



City of Ketchum

January 30, 2019

To the Ketchum Community:

How can the light industrial zone be preserved and invigorated while providing an opportunity for the housing needed in the community? Last week, the city hosted 160 attendees at open houses held at the Limelight Hotel to answer this question. The city shared its vision for the light industrial area (LI) developed thus far and which positions the LI needs – as the place for businesses and housing – to secure a sustainable and diverse future for Ketchum. Open house participants conversed with elected officials and staff and shared thoughts in writing to a series of open-ended questions. What still remains a major concern is an increase in vacation rentals and second homes being introduced into the LI.

Some broad observations were as follows:

- Majority expressed support for workforce housing and live/work, or a healthy balance of housing and light industrial use, as the priority for the LI
- The LI as a place for entry-point housing was seen as the biggest opportunity for housing in the LI
- Preservation of light industrial use on the first floor was deemed most important in the geographical center of the LI – the LI-2 district
- Support was expressed for a broad variety of uses – recreation technology, modern office spaces, educational workshops, teacher housing, artist live/work space, building trades; yet auto repair and construction related uses were deemed essential
- Support over height limit increases was mixed
- Overall, the majority agreed the city is on the right track with proposed changes to the LI

City Council will now consider the recommendations of the Planning and Zoning Commission along with any changes city staff deem essential after hearing from the public.

Now that we've heard from the community, we are confident a solution can be achieved that satisfies the requirements of the businesses and users of the LI, and provides affordable, workforce housing we so desperately need.

Read on for the full results and a copy of the presentation.

Mayor Neil Bradshaw

OUR VISION FOR A VIBRANT SUSTAINABLE COMMUNITY

What kind of community do we want to become?

A High End Resort Retirement Community

or

A Living Community with a Sustainable Economy and a Diverse Demographic Prepared for the 21st Century?

“This should have been done 20 years ago. It’s too late to change now.”
Ketchum Resident 2040

Ketchum is Becoming Older

1990 median age: 33.4 years
 2000 median age: 39.0 years
 2016 median age: 50.6 years
 U.S. median age: 37.4 years

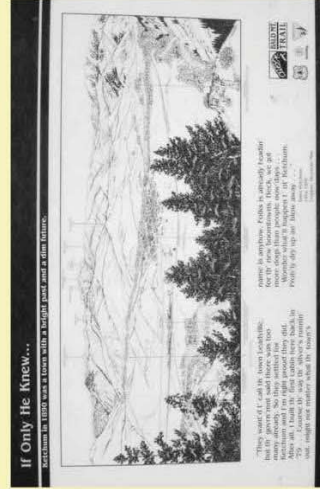
Emptier

Population Census 2000: 3,011
 Population Census 2016: 2,753
 Population year round* 1,800

*Estimate based on water use.

Slower

Fewer Slack Events
 Less Evening Entertainment Offerings
 Town Closes Earlier



Part-time Homeowners and Visitors rank **sense of community** as one of their top priorities

“Come for the skiing, return for the summers, stay for community.”

Vibrant Communities & Healthy Economies need people to live in them, not just to visit or commute to them

“No businesses will move here if they can’t find a place for their employees to live.”
Longtime Ketchum Businessman

“If the only people left after most workers leave for the day are tourists and night stай, the sense of community, tradition, and history that are Ketchum’s cornerstones will be lost.”
Housing Affordability in Ketchum p5

Age diversity creates vibrancy
Vibrancy increases tourism
The next generation of tourists won’t visit a retirement community

We Need Housing for the Next Generation of Community Leaders

HOUSING FOR PEOPLE WHO WORK IN KETCHUM & WANT TO LIVE HERE

A Vision for Housing

2014 Ketchum Comprehensive Plan Page 26

The Ketchum community wants:

- the majority of people who work in Ketchum to have an **opportunity to reside here**

- people who have lived here to be able to **stay here** regardless of their age

The Ketchum community knows:

- diversity of housing** is critically linked to a strong economy and a year-round population
- diverse and **affordable housing** is often one of the first considerations for new business locating in a community

Living south and commuting will always be an option, but people who live in Ketchum:

- spend their money** in Ketchum stimulating the Ketchum economy
- are closer to where they work and more **invested in the community**
- relieve traffic congestion** by eliminating a commute

the Community Supports

Results from A Fair on the Square Summer 2018

We need more long-term rental housing for our workforce!



Mayor's Comments:
The public overwhelmingly believes that more long-term rentals are needed in Ketchum.

Is it important to have a greater variety of housing types and prices!



Mayor's Comments:
The public indicates that it is important for Ketchum to have a greater diversity when it comes to housing types and prices.

It is important for our future to have housing in Ketchum for people who want to live and work here!



Mayor's Comments:
Housing for the workforce is important if local businesses are going to retain employees.

and the Data Confirms

Long-Term Rentals play a vital role in creating a functional community

- Local businesses need affordable rentals to attract and retain employees
- Lack of rental housing is an impediment to new businesses looking to establish in Ketchum
- The Next Generation needs a way to get started when first moving to our town

In Ketchum there were only 79 Long-Term Rentals advertised in all of 2016 and

over 300 Short-Term Rentals are advertised online daily

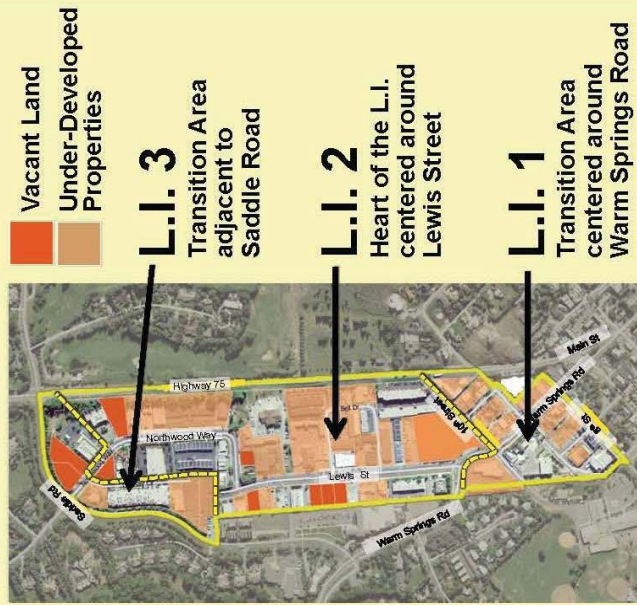
"Since 2010, short-term rentals contribute to the loss of workforce ownership and rental housing in Ketchum."
Housing Unaffordability in Ketchum p.5

HOW IS THE LIGHT INDUSTRIAL ZONE CURRENTLY WORKING?

The L.I. Zone is Under-Developed

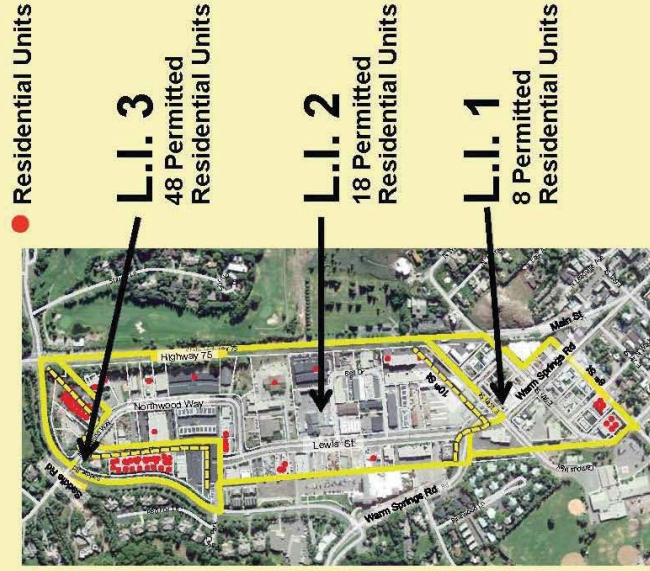
Definition:

Under-Developed Land = land value is greater than the value of the built improvements



Existing Residential Uses in the L.I.

The current ordinance allows residential use in the L.I. zones as a Conditional Use or as part of a Planned Unit Development



The Community Supports Residential Use in the L.I.

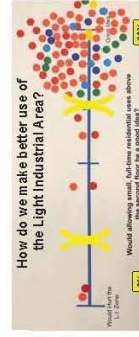
Results from A Fair on the Square Summer 2018

Would allowing small, full-time residential uses above the second floor be a good idea?



Mayor's Comments:
Clearly there is support for more residential units in the L.I., as long as the units are above the ground floor.

Would zoning for Live/Work places be a good idea in the L.I.?



Mayor's Comments:
Encouraging a diversity of housing options is essential to enable a diversity of residents to live in Keichum. "Live/Work" should be one of those options.

as long as L.I. on the ground floor is protected

Mayor's Comments:

Any potential rezoning of the L.I. must ensure that L.I. use is allowed and provided for on the lower floors. This has to be part of our thinking.

PURPOSES AND

USES IN THE THREE

DIFFERENT L.I. ZONES

L.I. 3 17.18.150

LIGHT INDUSTRIAL DISTRICT 3

Purpose: The L.I. 3 light industrial district is established as a **transition area between the L.I. 2 district and the adjacent residential districts.**

L.I. 2 17.18.150

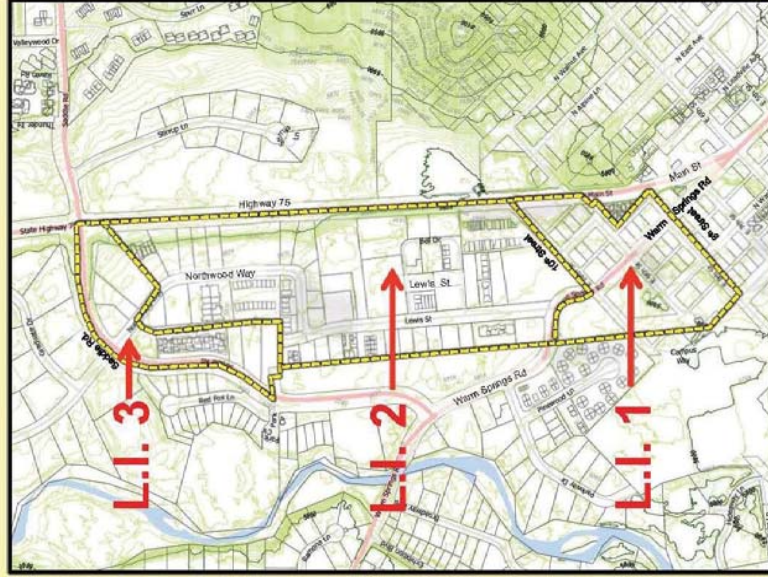
LIGHT INDUSTRIAL DISTRICT 2

Purpose: The L.I. 2 light industrial district is the city's **primary light industrial area** with the foremost purpose of providing suitable land and environs for uses that are not appropriate in other zones due to their light industrial nature, but which provide an **essential or unique service to support the local economy** and permanent year-round employment base.

L.I. 1 17.18.140

LIGHT INDUSTRIAL DISTRICT 1

Purpose: The L.I. 1 light industrial district is established as a **transition area between the L.I. 2 district and the Community Core.**



L.I. Permitted Uses

essential or unique services to support the local economy and provide a permanent year-round employment base

1. small light manufacturing
2. wholesale trade and distribution
3. service industries with bulk retail
4. office use related to construction and maintenance services
5. technology industries
6. research and development

L.I. Conditional Uses

1. limited retail less than 25% of wholesale
2. multiple-family dwellings intended to be secondary and subordinate to the primary light industrial purposes
3. deed-restricted and market-rate multi-family dwellings located within mixed-use buildings

PROPOSED CHANGES TO THE L.I. ZONE FOR CITY COUNCIL CONSIDERATION

Recommended by the Planning & Zoning Commission Oct 8, 2018

The L.I. is essential for a functional community
Provides essential services and critical year-round employment base

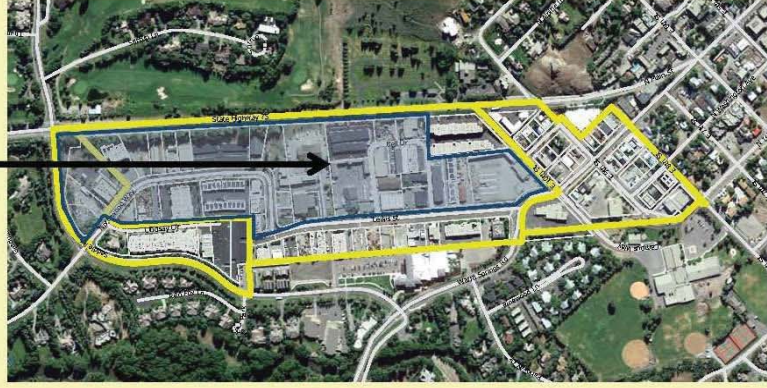
Limited Land Area
Less than 3% of land in the city is zoned L.I.

Lacks Economic Incentive to Develop
Building for purely L.I. use yields minimum economic returns

A Challenging Environment for Business Relocation
Lack of workforce housing limits business relocation and expansion

A Prime Opportunity
To retain and attract L.I. uses and provide live/work and workforce housing

Workforce Overlay Area
18' Ground Floor Ceiling Ht. allows 48' Building Height



Ground floor use is limited to approved L.I. uses
Primary L.I. use required on ground level for delivery and material handling to protect current and future L.I. use

A broader definition of Industrial Uses
Creates opportunity for future uses- Industrial Design, Cottage Industries, etc.

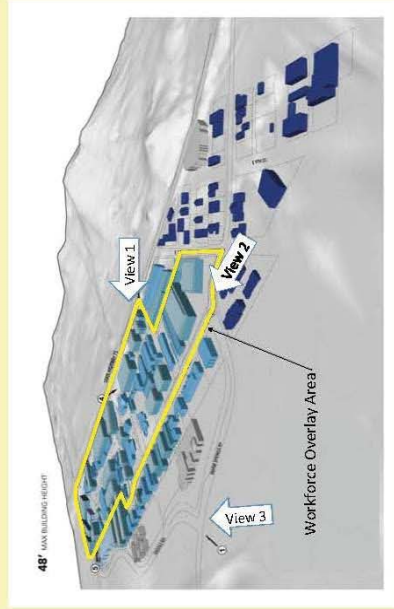
Live/Work Opportunities
Incentivizes start up businesses and entrepreneurs.

18' Minimum Ground Floor Ceiling Height
To provide for the greatest variety of future L.I. Allows for 16' garage doors, vehicle access, and ventilation equipment.

Increased Allowable Height
For buildings with 18' min ceiling height on ground floor
40' height for 3-story building within 48' height for 4-story building within Workforce Housing Overlay Area

OPTIMIZE OPPORTUNITY

& MINIMIZE IMPACT



Showing some buildings in the L.I. 1 & L.I. 2 Workforce Overlay Area built up to 48' height

Increased building height creates future opportunities with minimum impact



Topography allows for greater height without blocking views or shading highway



Minimum view impact from Warm Springs Rd



Minimum view impact from Saddle Road

WHAT ARE THE RIGHT

RESIDENTIAL USES

Emphasizing Workforce Housing

- Incentivizes rental units
- Smaller Units
- Size Restriction 400 to 1000 sq.ft. in L.I. 1 & L.I. 2
- Ownership units require Deed Restrictions and affordable housing caps

Live/Work Opportunities

- New housing option allowed by city code
- Live/work units can be condominiumized
- Development standards prioritize the work aspect of the unit guaranteed by restrictive covenant
 - Work component must be greater than the residential component
 - Work component must have the primary entry. Residential entry will be secondary.

Minimizing Impact of Residential Use on Industrial Use

Conditions of Approval for Residential Uses

- adequate and separated parking
- safe and suitable street access required
- sound mitigating construction in new buildings
- residential rentals and sales must be notified they are in an industrial zone, and the residential use is secondary to the industrial use

PLANNING FOR

FUTURE OPPORTUNITIES

Planning for Today Allowing for the Future

- Current economics make it unlikely that there will be a “boom” in application for 48’ high buildings in the near future.
- The ordinance rewrite is intended to preserve L.I. uses in Ketchum and provide for future development that facilitates a functional community.

New business and industrial opportunities that could occur under the revised ordinance

- High Tech Centers
- Cottage Industries
- Start up / Incubator
- Business to Business collaborations (hotels that need employee housing partnering with industrial uses

The L.I. 3 Presents Unique Opportunities

- It is a relatively small portion of the L.I. zone
- It is an important buffer between L.I. uses and the adjacent single-family and multi-family residential zones
- It is already somewhat residential by nature. It currently contains 48 residential units; 2 times as many as the rest of the L.I.
- The Scott and Smith Buildings have been converted to primarily residential use
- It has better access to bus, bike and roads that do not travel through the heart of the L.I.

It may not be necessary to require L.I. use on the ground floor

YOUR IDEAS ON HOW TO CREATE A HEALTHY L.I. ZONE

CHECK HERE
IF YOU AGREE

IDEA

IDEA	CHECK HERE IF YOU AGREE
* IN L.I.2 - RESIDENTIAL USE MUST BE SUBORDINATE TO L1 USE	👍 👍 👍 👍 👍 👍 👍 👍 👍 👍
K L2 - as long as commercial use is on ground first level, a given priority for offices above then use 2nd/3rd floor for residential.	👍 👍 👍 👍 👍 👍 👍 👍 👍 👍
1st floor remains industrial	👍 👍 👍 👍 👍 👍 👍 👍 👍 👍
L1/2 L1y 2/works only (NO SHORT TERM) 2nd FLOOR change the height - 60'-80' OK! *	👍 👍 👍 👍 👍 👍 👍 👍 👍 👍
10th st. needs speed bumps! people racing up and down 10th st.	👍 👍 👍 👍 👍 👍 👍 👍 👍 👍
NO height change or do not exceed 48'	👍 👍 👍 👍 👍 👍 👍 👍 👍 👍
YES	
TAX RELIEF	👍
visibility in the white zone : preserve 1 st fl. Com/ Indus	
Limit size of housing to 1100 sq	
48' HEIGHT LIMIT IS NOT SUFFICIENT TO ACCOMMODATE 4 STORES W/ 18' GROUND FLOOR CUR HT	
ENFORCE YOUR RULES! WHY BOTHER MAKING RULES WHEN DON'T ENFORCE-	

WHAT FUTURE BUSINESSES WOULD BE RIGHT IN THE L.I. ZONE

CHECK HERE
IF YOU AGREE

IDEA

IDEA	CHECK HERE IF YOU AGREE
Vocational Education Workshops with Teacher Housing above. Rec/Tec	👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍
Artists Live/work space (proven professional) "SOHO" NOT PARKING INTENSIVE (theater, etc)	👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍
Anything that is QUASI INDUSTRIAL/BUSINESSES small business's w/ living quarters! KEEP OUR LIGHT INDUST. BUSINESSES (PRINT, HARDWARE, UNDER, ETC). SHELTER	👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍
COMMERCIAL PRODUCTION STUDIO	👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍
MEDIA PRODUCTION TRADES (PRINT, HARDWARE, DISTRIBUTORS (BOOKS, SUGAR, FOD), LIGHT MFG. WEB BUSINESS (WWW, THE WEB BUILDING COMPONENTS (SOFTWARE, FULL-FEATURED CHAIRS), (CANDIDATES, HORMONES, FOOD), (APPS, PAPER), STRAPS)	👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍 👍

YOUR IDEAS ON HOW TO GET RENTAL WORKFORCE HOUSING IN KETCHUM

CHECK HERE
IF YOU AGREE

IDEA Requiring contractors to include affordable units in apt. bldgs. — ^{agree!} NO in lieu payments instead.

Fund raise — buy units at different condo complexes — ^{YES} rent at below market rates

Look at property near the hospital in conjunction with the county and city of Hailey

USE CITY FEE-IN-LIEU FUNDS TO HELP PAY FOR DEED TO MAKE PROJECTS MORE VIABLE FOR IMPACT INVESTORS / WORKFORCE DEVELOPERS.

ANNEX PROPERTY AT HOSPITAL AND BEYOND ABOVE

look @ Gastown property — (limit (3) story ht) allow the market to work INCENTIVIZE ALL THE STAKE HOLDERS.

WE NEED 20,000,000 dedicated to a fund to start the process — To buy the land etc

change the zoning code to make it feasible

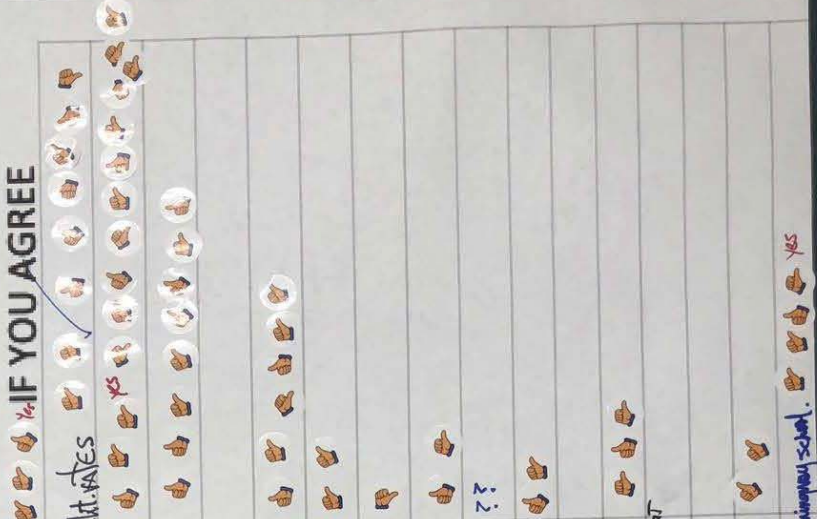
(BE SURE TO HAVE 'FOR SALE' IN WORKFORCE HOUSING)

LET DEVELOPERS BUILD CHEAPER, SIMILAR DENSITY. IMPACT FEES, AFFORDABLE HOUSING FEES RAISE THE COST OF BUILDING. AS DO HEIGHT RESTRICTIONS. GOVERNMENT SUBSIDIZED HOUSING PROJECTS PUSH OUT NATURAL MARKET FOR DEVELOPMENT

REDUCE CODE RESTRICTION. FACE THE SUN

We need deed-restricted housing for full-time workers.

Approve de Chise-Miksis proposal for (2) unit apt bldg on School District owned lot across from Hummerway school.



WHAT ARE THE ESSENTIAL L.I. USES WE NEED TO PRESERVE?

CHECK HERE
IF YOU AGREE

ESSENTIAL USE

Attractive office usage for the next Smith, Scott, Echeburd + First Lites of the world

Essential service providers spaces (auto, building, repairs, etc.)

LUMBER YARD

CONSTRUCTION RENTAL

PRINTING SHOP

Paint stores

Cutting edge theaters like "The Spot" ← not Industrial!

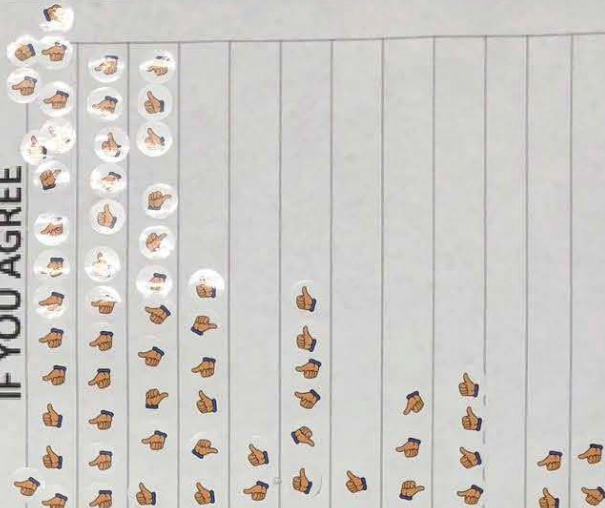
Adequate, Convenient, Ample Parking for all

Keep living costs DOWN! Hello!!

Companies that can make money!

TRADE BUS (PLUMBING, LIGHTING
ELECT, CABINET, HVAC)

RENTAL BUSINESSES



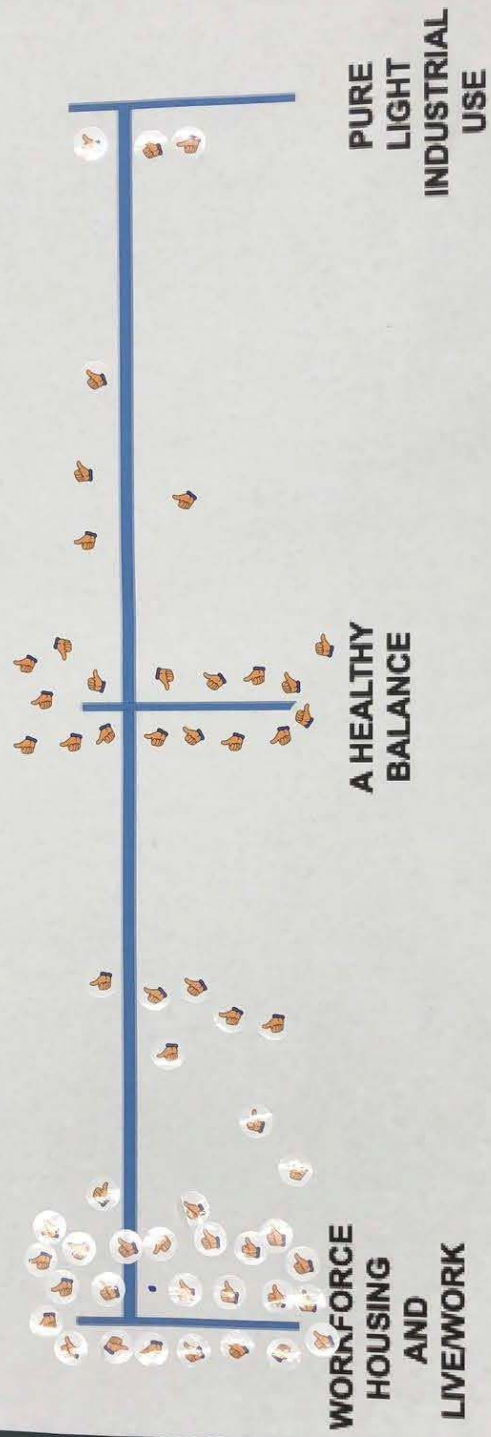
What are the top opportunities that we have in the L.I. Zone?

- Young population being more open to living in a work/live environment than a family → younger population
- Live/work community
- Entry point housing for local full time residents
- New business attraction for young working professionals
- Ensure economic future by providing workforce housing
- ENTRY POINT "FOR SALE" HOUSING FOR FULL TIME RESIDENTS
- Set up rules, regulations and check-ups to ensure affordable housing stays affordable in perpetuity.
- More diverse housing adds vibrancy. Live/work opportunities
- Attract more businesses
- Create vibrancy, e.g. hip vibe for network.

What is the worst outcome we could have in the L.I. Zone

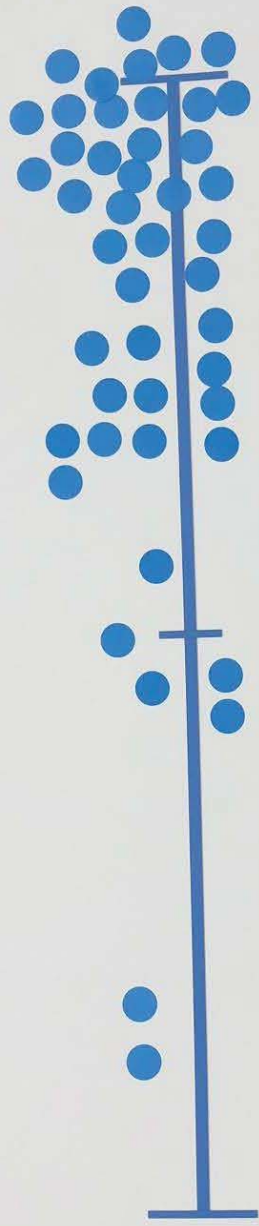
- Second home owners & Short-term rentals.
- Trucks vs ≤ 4 stories = Disaster.
- A big Affordable Housing unit that would become an Airbnb!
 - * THIS IS A LEGITIMATE CONCERN, BUT CAN BE ADDRESSED WITH CECS'S + HOA RULES. - CHECK RESERVATION LAW AND COURT CASES!
- Residential limited to a small use or affordable housing, no airbuds.
- Abuse of community housing
- Bridges Major thru (3) stories to which block mt. view corridor
- Measure sidewalk on South Ramp South Side getting Rd. Traffic out of LI
- Too Much Traffic! Road is Already congested. Keep infrastructure Repaired - it will uses that could be otherwise unused
- Area around YMCA; crosswalks must be protected → children vs traffic
- A meaningful number of residential workforce units is NOT built
- Allowing residential housing + running out of space in LI for business/industry
- Allowing affordable housing in LI w/o strict rules, check-ups + insurance that units will remain affordable in perpetuity.
- Housing w/o balconies. Open + communal space is also important; incentivize the developers to put in balconies.
- Housing WITHOUT OUT DOOR SPACE

WHAT SHOULD BE THE PRIORITY IN THE L.I. ZONE



L.L. Open House Jan 2019

**IS THE CITY ON THE RIGHT TRACK
PROPOSED CHANGES TO THE L.I. ZONE**



NO WAY

**NEEDS FURTHER
CONSIDERATION**

RIGHT ON



City of Ketchum

May 20, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Accept Public Comment and Take Action to Approve License & Encroachment Agreement #20347 with the Blaine County School District for the Temporary Placement of Two Portables @ Hemingway Elementary on Property & ROW Owned by the City of Ketchum

Recommendation and Summary

Staff is recommending the council adopt the following motion:

Move to authorize the Mayor to sign License and Encroachment Agreement #20347 with the Blaine County School District

The reasons for the recommendation are as follows:

- Hemingway STEAM School enrollment figures are increasing as the school moves to a K-8 student body, which is supported by the Ketchum Comprehensive Plan and key issue areas the city is actively working to enhance, such as Strengthening the Economy of the City, Attracting/Retaining Young People, Preserving Small-Town Character, and Boosting Community Vitality.
- School District and City Personnel have worked together to find the best temporary location for the two portables that will (a) safely integrate the two portables consisting of four classrooms of children with the main school building, (b) not disrupt with other Atkinson's Park activities, and (c) not interfere with future expansion of Hemingway School.
- The recommended location for the placement of the two portables is as shown in the Site Survey Exhibit of the License and Encroachment Agreement. Subject location is on Hemingway School Subdivision Lot 1A (owned by BCSD) and portions of unused city land, including Desnoyer Subdivision Lot 8A and, on the west-side of the bike path, a section of 9th street ROW. See Exhibits A-D of the attached Agreement #20347 for details.

Analysis

Temporary structures are exempt from design review. The two structures will be on-site for a limited period as set forth in the initial 3-year term of the agreement. A renewal provision is incorporated into the agreement in

order to give BCSD an opportunity to (a) pass a publicly-voted upon plant facility levy, inclusive of the construction of additional classrooms and possibly other site and/or facility improvements to Hemingway STEAM School (exact improvements TBD) and (b) construct the agreed upon improvements. The School District has a task force and financial committee currently advising them on forthcoming improvements to all district facilities. Placement of the portables under the terms and conditions noted is in the public interest and will help facilitate the education of school children at the Hemingway STEAM School.

Financial Impact

The Agreement is fiscally neutral for the city.

Attachments

- BCSD/Ketchum License and Encroachment Agreement #20347 with Exhibits A-D

**LICENSE AND ENCROACHMENT AGREEMENT FOR
INSTALLATION OF PORTABLE CLASSROOMS**

THIS LICENSE AND ENCROACHMENT AGREEMENT (“Agreement”) is entered into and effective this _____ day of June 2019, by and between the City of Ketchum (“City”), whose current address is 480 East Avenue North, Ketchum, Idaho 83340; and Blaine County School District No. 61 (“District”), whose current address is, 118 West Bullion Street, Hailey, Idaho 83333; referred to collectively herein as the “Parties.”

1. BACKGROUND.

1.1 City Real Property. City is the owner of that certain real property described on **Exhibit A** attached hereto and incorporated herein as if set forth in full (“City Real Property”).

1.2 City Right-of-Way. City is the owner of that certain public right-of-way as described and depicted on **Exhibit B** attached hereto and incorporated herein as if set forth in full (“City ROW”).

1.3 Benefited Real Property. District is the owner of the real property known as Ernest Hemingway STEAM School, 111 8th Street West, Ketchum, Idaho 83340 (“Benefited Real Property”), which is located adjacent to City Real Property and City ROW.

1.4 Request for License and Encroachment. The District has requested the City to convey to the District a temporary license on a portion of the City Real Property in favor of the Benefited Real Property, as well as a permit for certain temporary encroachments into the City ROW, for the purposes described in **Section 2.2** below. The Site Plan installation of the subject Portable Classrooms is attached hereto at Exhibit C, and incorporated herein as if set forth in full, and fully identifies the City Real Property that is the subject of this Agreement (“Agreement Real Property”).

1.4 Purpose of Agreement. The purposes of this Agreement are: (a) to describe the license granted, (b) describe the right-of-way encroachments permitted, and (c) to establish the relative rights and obligations of the parties regarding the rights granted under this Agreement.

2. LICENSE AND PERMIT.

2.1 Grant of License. For good and valuable consideration received, City hereby **GRANTS** to District the below described license on the Agreement Real Property and approves a Permit for the depicted encroachments into the City ROW.

2.2 Purposes. The License and Permit are granted solely for the following purposes and no other:

The purpose is to permit District to temporarily install Portable Classrooms as designed and depicted on the Portable Classroom Building Designs documents attached at Exhibit C hereto, the contents of which are incorporated herein as if set forth in full, which Portable Classrooms shall be installed in accordance with and pursuant to the specifications set forth on the Site Survey document attached at Exhibit D hereto, the contents of which are incorporated herein as if set forth in full.

2.3 Term.

2.3.1 Initial Term. The initial term of this License and Permit shall run from the date of this Easement set forth above, through to and including September 1, 2022.

2.3.2 Extended Term. During the Initial Term, District will take the steps necessary to finance and construct additional permanent classrooms in the existing Ernest Hemingway STEAM School which will then serve to replace the student classroom space served by the Portable Classrooms identified at Exhibits C and D hereto. District will keep City reasonably apprised of the progress of such steps in order to ascertain early whether extension of the term may be needed. In the event such permanent classrooms are not available for use on or before August ____, 2022, District may request an Extended Term of up to one year, which will be reasonably accommodated. District shall provide written request for an Extended Term no less than ninety (90) days in advance of the expiration date of the Initial Term.

2.4 Covenants and Agreements of the City. The City, on behalf of the City and the City's heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the District and the District's heirs, successors, assigns, purchasers, or transferee of any kind, that the provisions of this Agreement (a) are particular and specific to the District, and (b) shall inure to the benefit of, and be enforceable (at law or in equity) by the District so long as District is owner of all or part of, the Benefited Real Property.

2.5 Covenants and Agreements of the District. The District, on behalf of the District and the District's heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the City and the City's heirs, successors, assigns, purchasers, or transferee of any kind, as follows:

2.5.1 Responsibility and Liability. District shall assume all responsibility and liability with respect to the Agreement Real Property and permitted encroachments. District will be solely responsible for all activities on and the usage of such.

2.5.2 Insurance. To purchase and maintain at all times a policy of Comprehensive General Liability ("CGL") insurance utilizing an Insurance Services Office standard form with Broad Form General Liability Endorsement, or equivalent in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence of bodily injury and property damage combined. The policy shall insure the District with the City as an additional insured and shall also insure against liability arising out of the use, occupancy or maintenance of

the Agreement Real Property. The policy shall be with a company with a Best's rating of B+ or higher (or equivalent substitute rating). Proof of insurance shall be provided by District to the City upon request.

2.5.3 Repair and Maintenance. To maintain all improvements located on the Agreement Real Property in good and sufficient repair and shall keep the Agreement Real Property in a neat and aesthetically pleasing condition. All damage to any improvements shall be repaired as promptly as is reasonably possible. If such repairs or maintenance are not made, the City, upon thirty (30) days prior written notice, shall have the right to correct such condition. The District shall promptly reimburse the City for such costs, provided the costs are reasonable and supported by appropriate invoices. The District shall be personally liable, and the Benefited Real Property shall be subject to a lien for all costs and expenses incurred by the City in taking-such corrective action, plus all costs incurred in collecting the amounts due.

2.6. Reservation of City Rights on ROW. The City reserves the right to access, inspect, and use the City ROW when absolutely necessary for the purposes for which the City holds such public right-of-way (such as maintenance of existing right-of-way facilities, planning and inspection for future right-of-way development, etc.). The City will seek to reasonably notify the District of any such need to access, inspect, or use at least ten days in advance; and the Parties will endeavor to communicate and coordinate so as to minimize any interruption or disturbance of the District's use. In an emergency situation, the City may access immediately and will act to reasonably notify the District of such emergency situation as soon as possible.

2.7. Forfeiture. The License and Permit granted by this Agreement may be terminated and canceled, amended, amplified, at any time for failure of the District to comply with the terms and conditions hereof and as provided. Prior to notice of intent to terminate and cancel, the City will give written notice of the matters and facts of which District is claimed to be in default or noncompliance, such notice to be given by personal service or by registered mail. Should District fail to correct and remedy such default or noncompliance within a reasonable time, stated in the notice, from the day of receipt of said notice, such reasonable time to depend upon the exigencies surrounding the matters and facts set forth in said notice, then and in that event, City may forthwith give District notice of its intent to terminate and cancel this Permit/License. Such notice of intent to terminate and cancel shall be by Resolution of the City Council duly adopted after fourteen (14) days notice to District, by certified mail or personal service, of such intent to terminate and cancel and after a public hearing in which the District has been given an opportunity to be heard before the City Council.

2.8 No Assignment. This License and Permit is specific and particular to the District. District may not assign, transfer, sell, or otherwise convey this License and Permit to another party.

3. GENERAL PROVISIONS.

3.1 Attorney Fees and Costs. If a suit, action, or other proceeding arising out of or related to this Easement is instituted by any party to this Easement, the prevailing party

shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs (a) incurred in any settlement negotiations, (b) incurred in preparing for, prosecuting or defending any suit, action, or other proceeding, and (c) incurred in preparing for, prosecuting or *defending* any appeal of any suit, action, or other proceeding. For the purpose of this section, “attorney fees” shall mean and include (a) attorney fees and (b) paralegal fees. This section shall survive and remain enforceable notwithstanding any rescission of this Easement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this Easement is void, illegal, or against public policy.

3.2 Governing Law, Jurisdiction, and Venue. This Easement shall be construed and interpreted in accordance with the laws of the State of Idaho. The Parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Blaine County is the proper venue.

3.3 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Easement.

3.4 Rights Cumulative. Except as expressly provided in this Easement, and to the extent permitted by law, any remedies described in this Easement are cumulative and not alternative to any other remedies available at law or in equity.

3.5 Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Easement shall not constitute a waiver of such term or condition. A waiver by a party (a) shall not affect any term or condition other than the one specified in such waiver, and (b) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

3.6 Successors and Assigns. Subject to any express provisions in this Easement regarding restrictions on transfers or assignments, this Easement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

3.7 Entire Agreement. All Exhibits to this Easement constitute a part of this Easement. This Easement, together with the accompanying Exhibits, constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

4. SIGNATURES.

CITY

Dated: _____

DISTRICT

Dated: _____

VERIFICATION

STATE OF IDAHO)
) ss
County of Blaine)

On this _____ day of _____ before me, a notary public in and for the State of Idaho, personally appeared _____ known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that _____ executed the same.

Notary Public for Idaho
Residing at _____, Idaho
Commission Expires: _____

/
/
/
/
/
/
/
/

STATE OF IDAHO)
) ss
County of Blaine)

On this _____ day of _____ before me, a notary public in and for the State of Idaho, personally appeared _____ known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that _____ executed the same.

Notary Public for Idaho
Residing at _____, Idaho
Commission Expires: _____

EXHIBIT A

CITY REAL PROPERTY

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

Legal Description

Section 13, Township 4 North, Range 17 East Boise Meridian, Blaine County, Idaho

A legal description for a parcel of land being Lot 8A Desnoyers Subdivision, situated in Section 13, Township 4 North, Range 17 East, B.M., City of Ketchum, Blaine County, Idaho and being more particularly described as follows:

Commencing at the intersection of 1st Ave and 9th Street marked by a 5/8" rebar by PLS3621, which lies North 44° 24' 03" West, 139.79 feet distant from the northwest angle point of Lot 5A Block 32, Ketchum Townsite marked by a 2.5" aluminum cap by PLS7048 on 5/8" rebar, and also being an angle point along the easterly boundary of Lot 1 Block 1 Hemingway School Subdivision, and being the **True Point of Beginning**,

Thence North 44° 24' 17" West, 84.97 feet, to a point marked by a 1/2" rebar with illegible cap;

Thence North 45° 37' 10" East, 101.96 feet, to a point marked by a 5/8" rebar PLS7048;

Thence South 04° 38' 04" East, 110.51 feet, to a point marked by a brass cap on 2 1/2" Iron Post;

Thence South 45° 37' 07" West, 31.27 feet, to the **True Point of Beginning**, containing 5,660 Sq. Ft. (0.13 Ac.), more or less, as determined by computer methods.

End of Description.



MARK E. PHILLIPS, P.L.S. 16670

2/1/2019 9:44:03 AM 1318-172-Legal Description_Desnoyers Sub Lot 8A.doc

EXHIBIT B

CITY ROW

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

Legal Description

Section 13, Township 4 North, Range 17 East Boise Meridian, Blaine County, Idaho

A legal description for a parcel of land being a portion of 9th Street, situated in Section 13, Township 4 North, Range 17 East, B.M., City of Ketchum, Blaine County, Idaho and being more particularly described as follows:

Commencing at the intersection of 1st Ave and 9th Street marked by a 5/8" rebar by PLS3621, which lies North 44° 24' 03" West, 139.79 feet distant from the northwest angle point of Lot 5A Block 32, Ketchum Townsite marked by a 2.5" aluminum cap by PLS7048 on 5/8" rebar, and also being an angle point along the easterly boundary of Lot 1 Block 1 Hemingway School Subdivision, and being the **True Point of Beginning**,

Thence North 45° 37' 07" East, 31.27 feet, to a point marked by brass cap on 2 1/2" Iron Post;

Thence South 04° 38' 04" East, 48.80 feet, to a point;

Thence North 44° 24' 03" West, 37.44 feet to the **True Point of Beginning**, containing 587 Sq. Ft (0.01 Ac.), more or less, as determined by computer methods.

End of Description.



MARK E. PHILLIPS, P.L.S. 16670

2/1/2019 9:45:40 AM 1318-172-Legal Description_Area C.doc

EXHIBIT C

DESIGN DRAWINGS OF PORTABLE CLASSROOMS

PORTABLE VERSION 1 FROM BELLEVUE

CONCEPTUAL DESIGN



VIEW-BACK SIDE

A



VIEW - FRONT SIDE

B



VIEW - ENTRY CLOSE-UP

C

PORTABLE VERSION 2 FROM HAILEY



VIEW-END

D



VIEW - FRONT

E



VIEW - BACK

F

LICENSED ARCHITECT
AR-984258
KATHY H. SAWREY
STATE OF IDAHO

HEMINGWAY ELEMENTARY
NEW CLASSROOM BLDGS
IDAHO
KETCHUM

Vital ink
Environmental Architecture
& Consulting
PLLC

30 Wyatt Drive, Bellevue, Idaho 83313
(208) 720-6315 Ph

REVISIONS

DATE
08 APRIL, 19

0.1

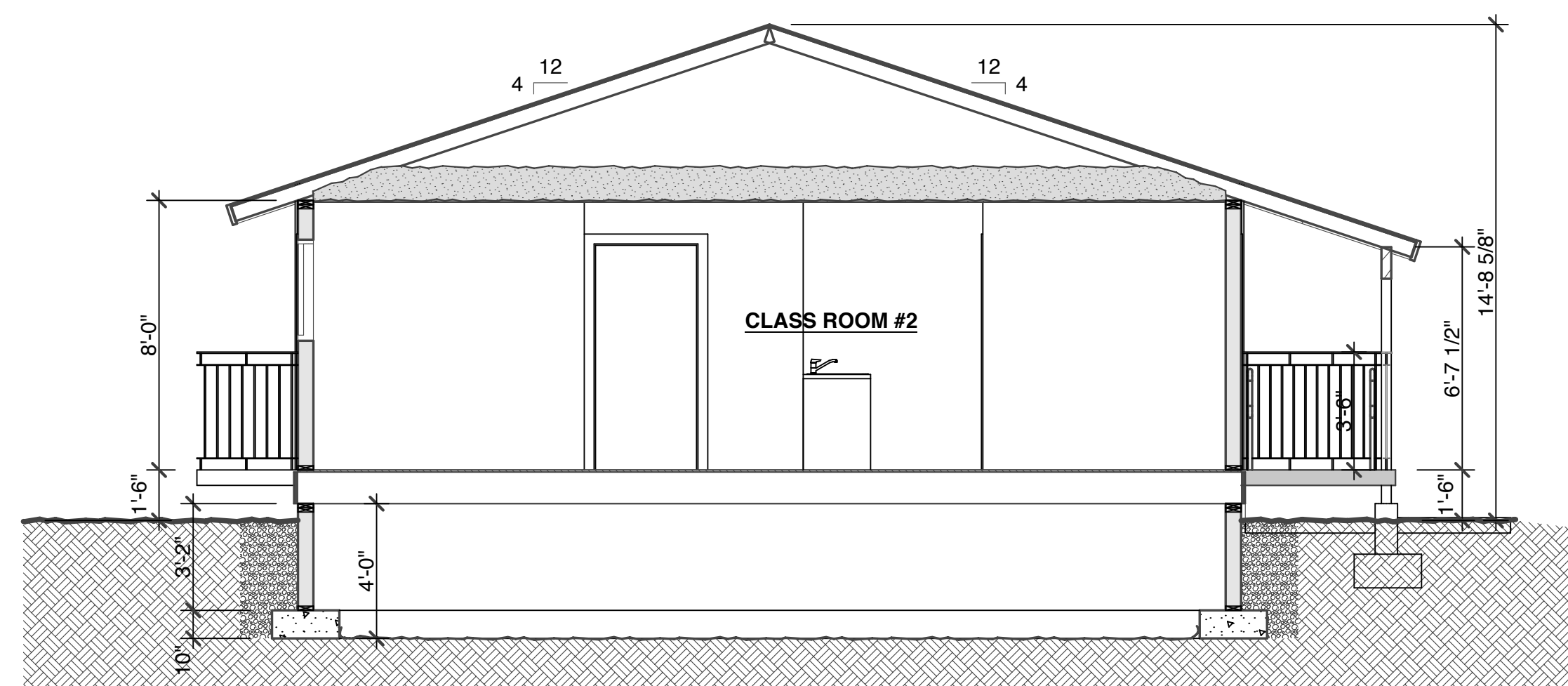
PLOTTED: 4/8/19 3:05 PM

PORTABLE VERSION 1 FROM BELLEVUE

CONCEPTUAL DESIGN

LICENSED ARCHITECT
AR-984258
KATHYON H. SAWREY
STATE OF IDAHO

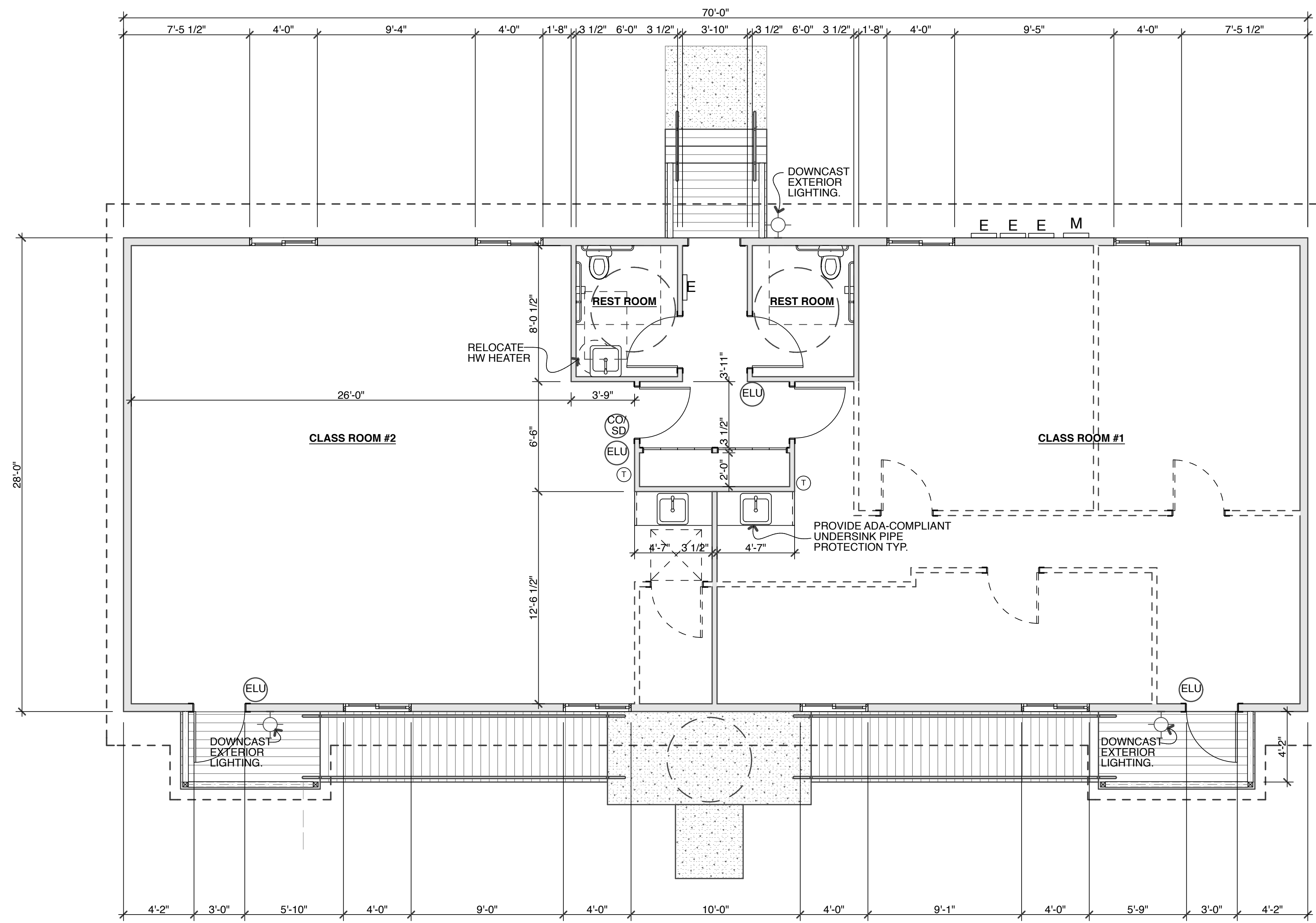
HEMINGWAY ELEMENTARY
NEW CLASSROOM BLDGS
IDAHO
KETCHUM



SECTION

1/4"=1'-0"

1



FLOOR PLAN

1/4"=1'-0"

2

Vital ink PLLC
Environmental Architecture
& Consulting LLC
30 Wyatt Drive, Bellevue, Idaho 83813
(208) 720-6315 Ph

REVISIONS

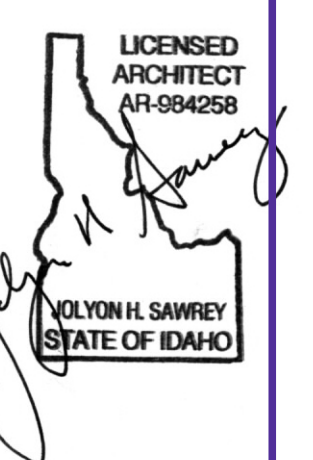
DATE
08 APRIL, 19

2.1

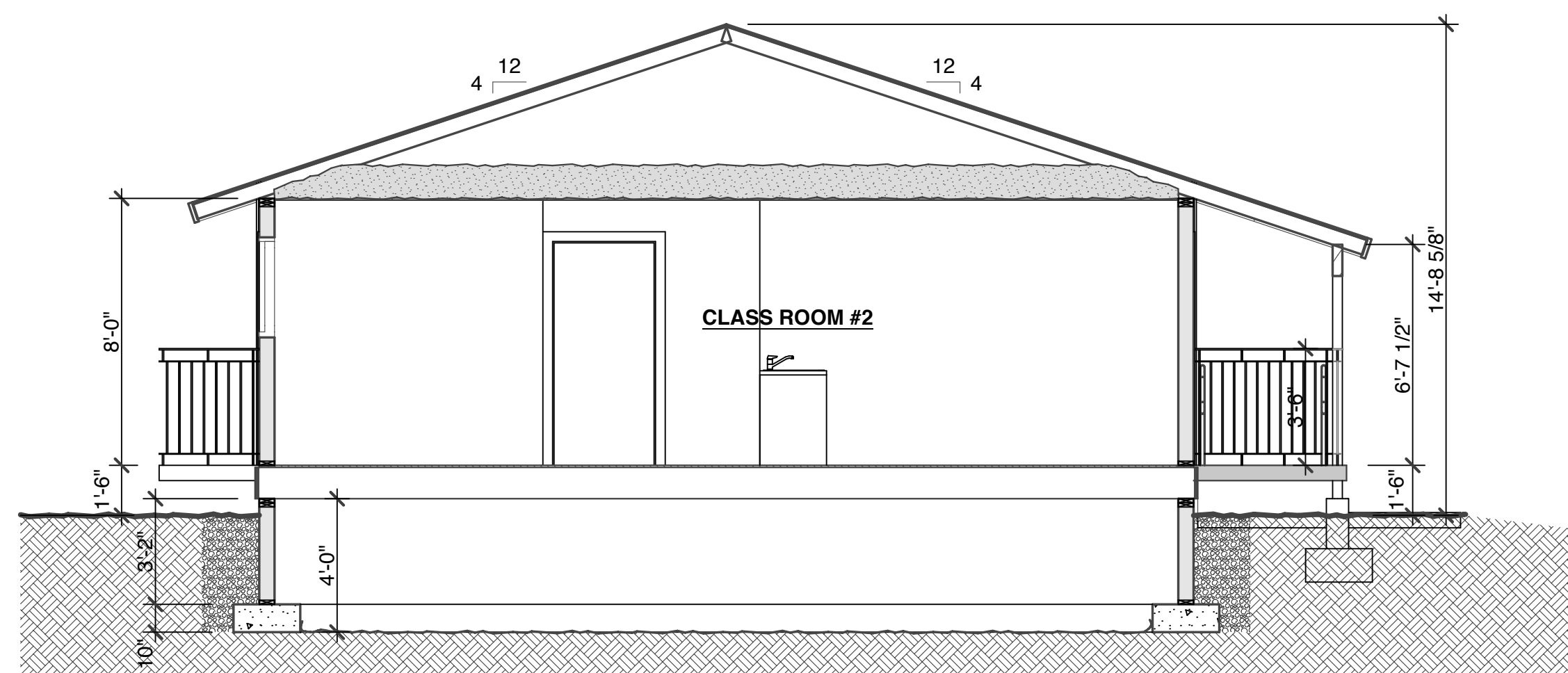
PLOTTED: 4/8/19 3:02 PM

PORTABLE VERSION 2 FROM HAILEY

CONCEPTUAL DESIGN



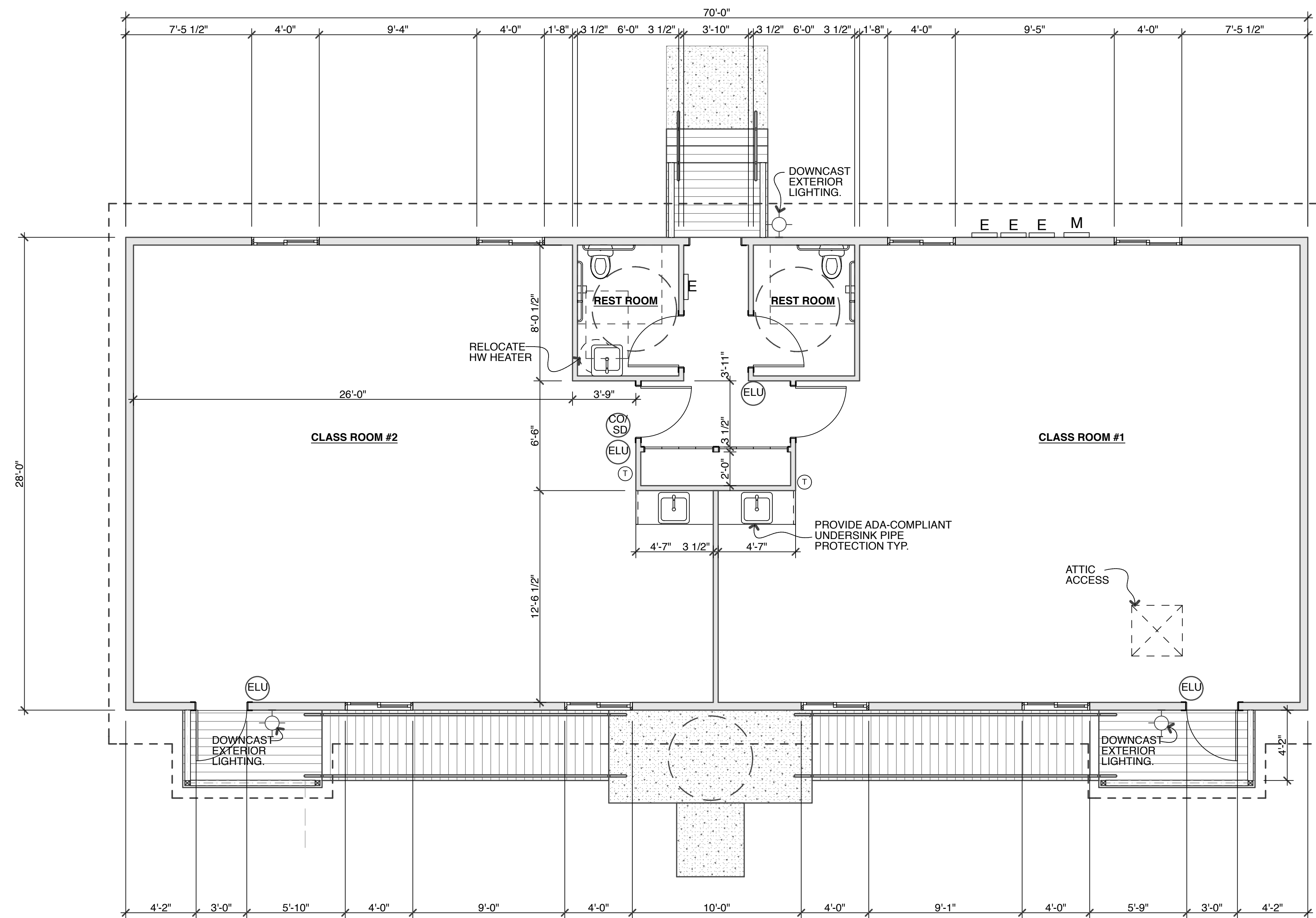
HEMINGWAY ELEMENTARY
NEW CLASSROOM BLDGS
IDAHO
KETCHUM



SECTION

1/4"=1'-0"

1



FLOOR PLAN

1/4"=1'-0"

2

Vital ink PLLC
Environmental Architecture
& Consulting LLC
30 Wyatt Drive, Bellevue, Idaho 83813
(208) 720-6315 Ph

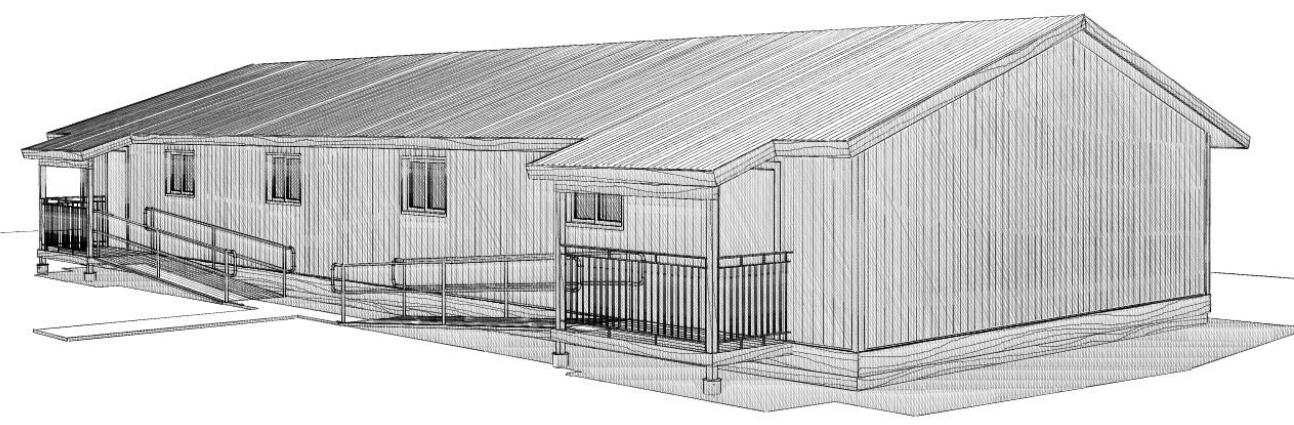
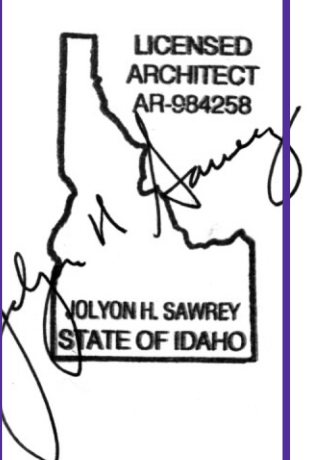
REVISIONS

DATE
08 APRIL, 19

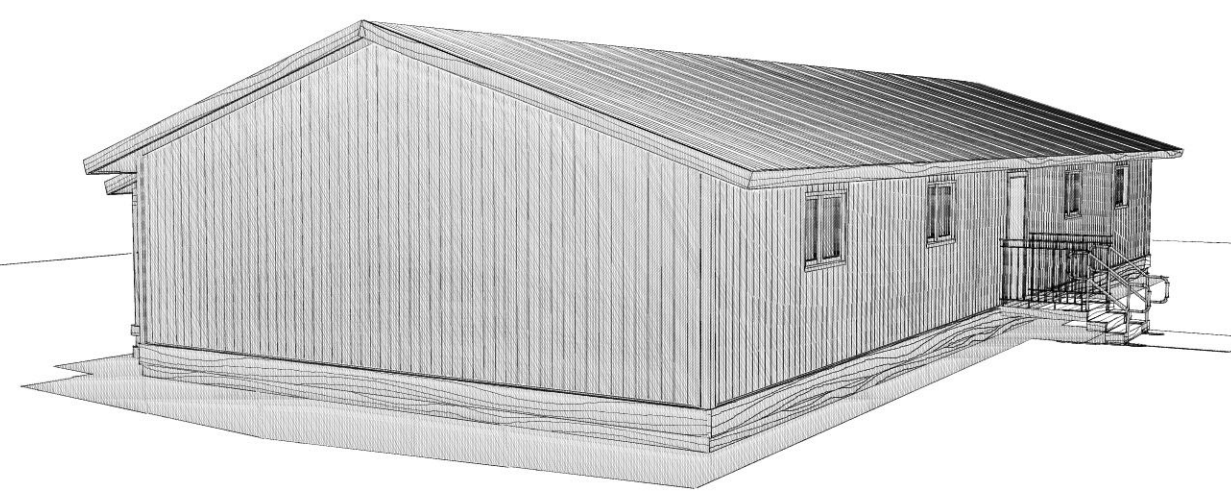
2.2

PORTABLE VERSION 1 FROM BELLEVUE

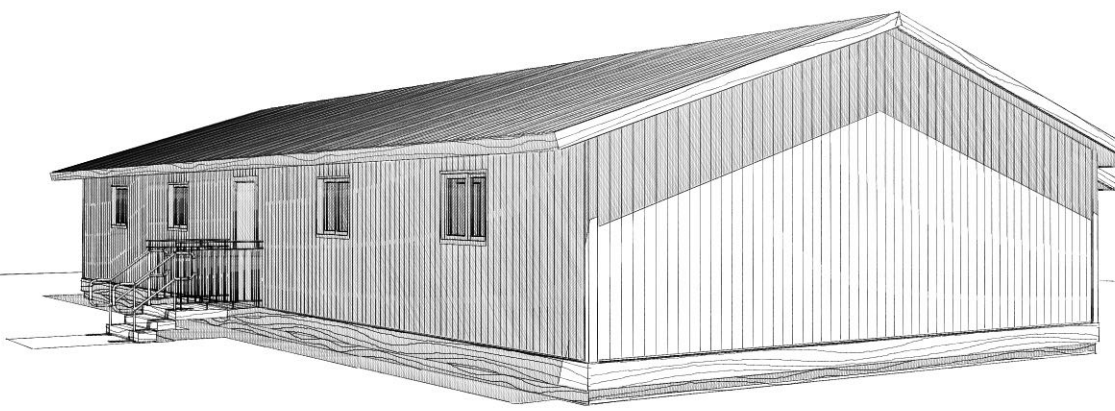
CONCEPTUAL DESIGN



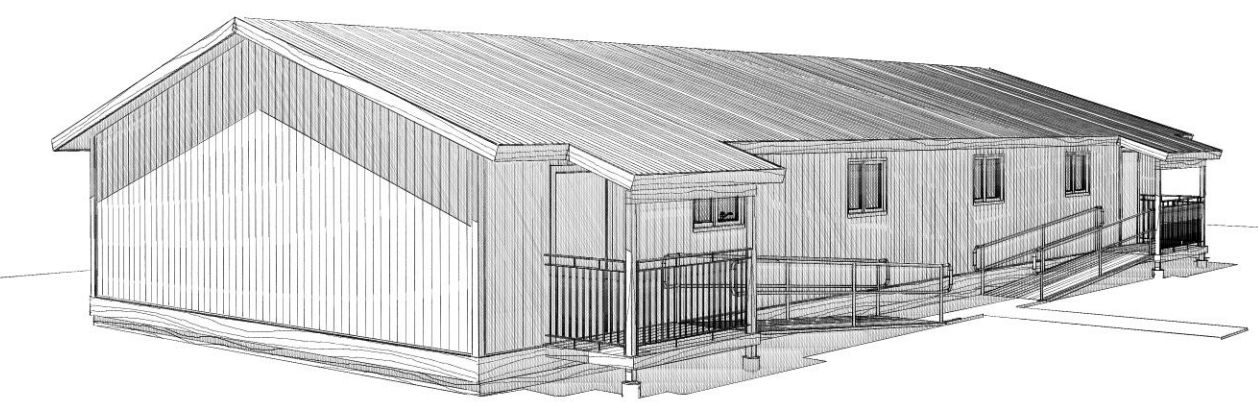
FRONT RIGHT VIEW



REAR LEFT VIEW



REAR RIGHT VIEW



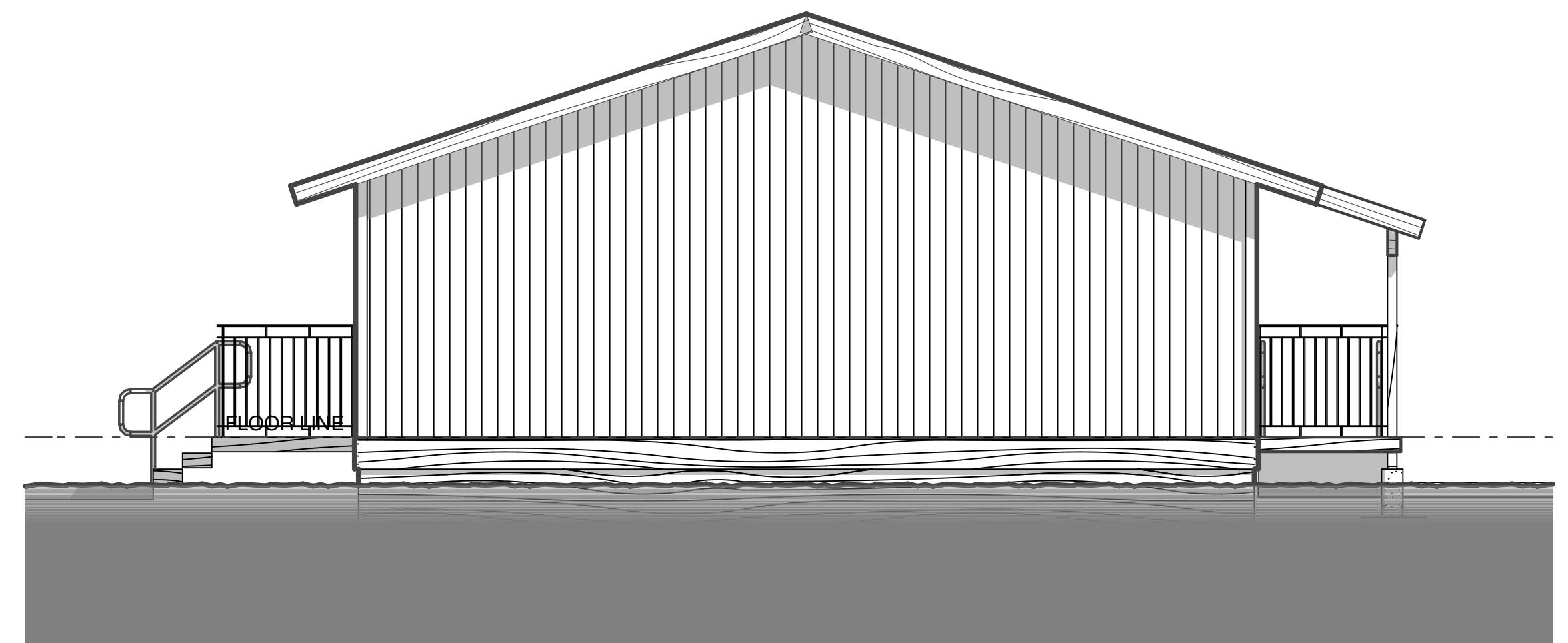
FRONT LEFT VIEW



FRONT ELEVATION

1/4"=1'-0"

1

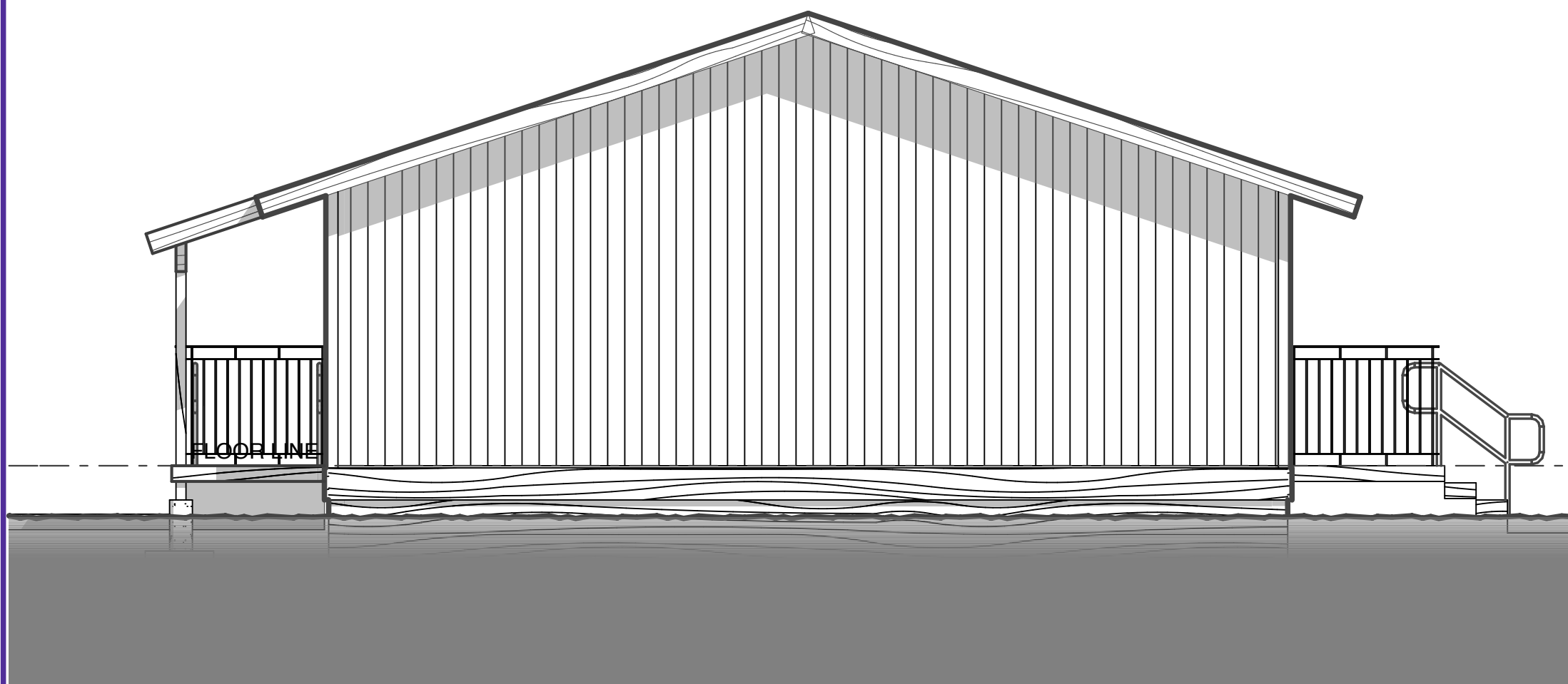


LEFT ELEVATION

1/4"=1'-0"

2

LOC.	MATERIAL	MANUF.	MODEL	FINISH COLOR
1	ROOFING		COMPOSITE ASPHALT SHINGLE	NO CHANGE- MATCHES EXISTING DRK CHARCOAL
2	FASCIA & TRIM		PAINTED MASONITE	NO CHANGE- MATCHES EXISTING- DARK BROWN
3	SIDING #1		VERT PATTERN T111 SIDING/SHEAHTING	NO CHANGE- MATCHES EXISTING- TAUPE
4	WINDOWS		VINYL	NO CHANGE- MATCHES EXISTING- WHITE
5	POSTS		6" SQ. DOUGLAS FIR	NO CHANGE- MATCHES EXISTING- DARK BROWN
6	FLASHING		METAL FLASHING WITH HEMMED DRIP EDGE	NO CHANGE- MATCHES EXISTING- DARK BRONZE
8	RAILINGS	CUSTOM	PAINTED METAL	DARK BROWN
9	DECKING		2x6 TREATED WOOD	DARK BROWN SOLID BODY STAIN



RIGHT ELEVATION

1/4"=1'-0"

3



BACK ELEVATION

1/4"=1'-0"

4

**HEMINGWAY ELEMENTARY
NEW CLASSROOM BLDGS**
 IDAHO
 KETCHUM

Vital ink PLLC
 Environmental Architecture
 & Consulting
 30 Wyatt Drive, Bellevue, Idaho 83313
 (208) 720-6315 Ph

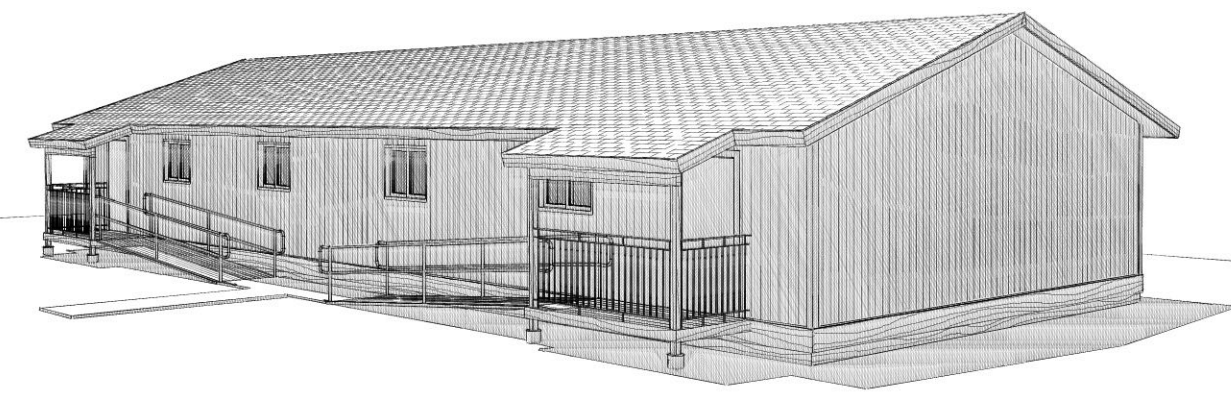
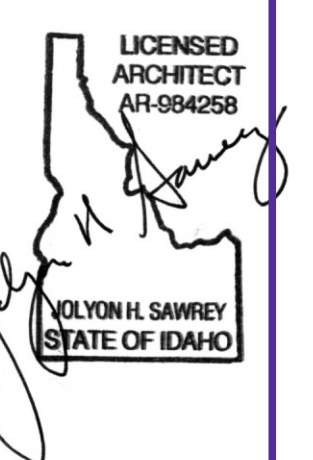
REVISIONS

DATE
08 APRIL, 19

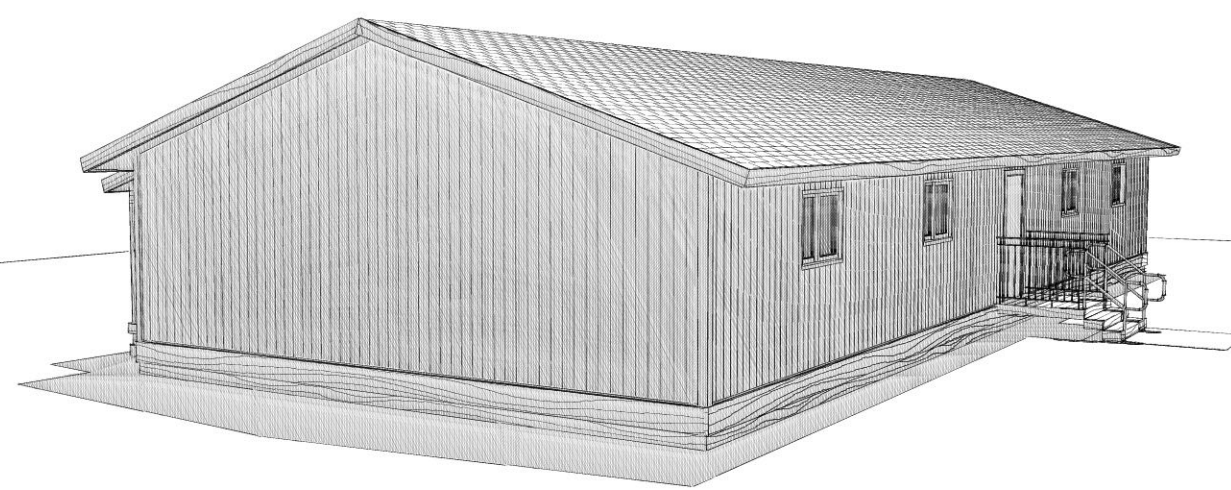
6.1

PORTABLE VERSION 2 FROM HAILEY

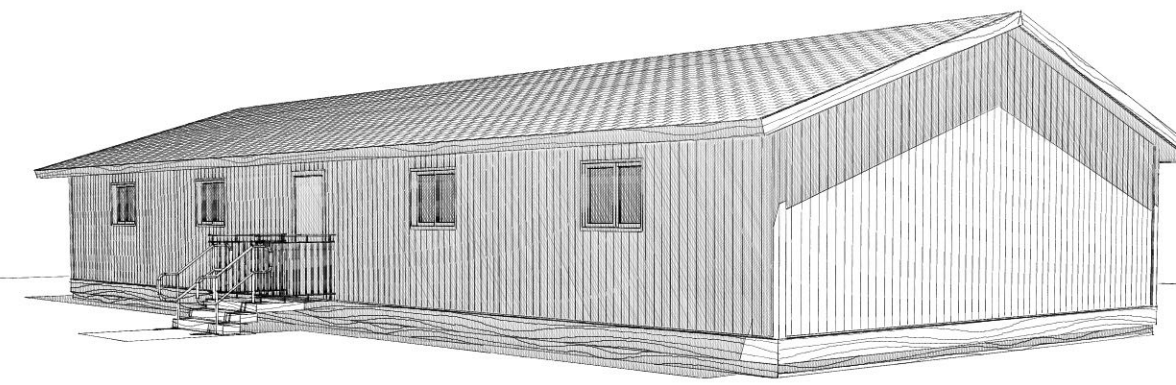
CONCEPTUAL DESIGN



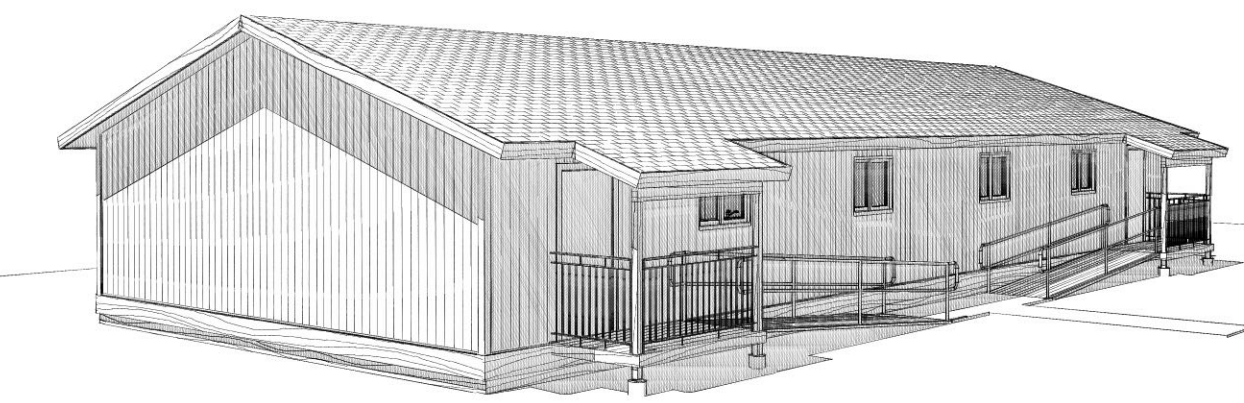
FRONT RIGHT VIEW



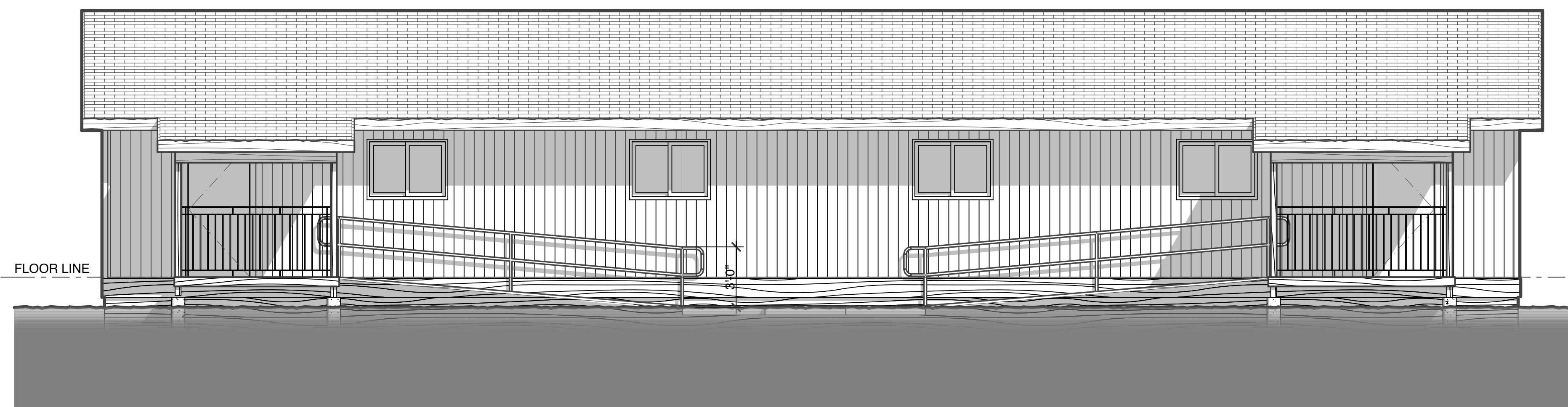
REAR LEFT VIEW



REAR RIGHT VIEW



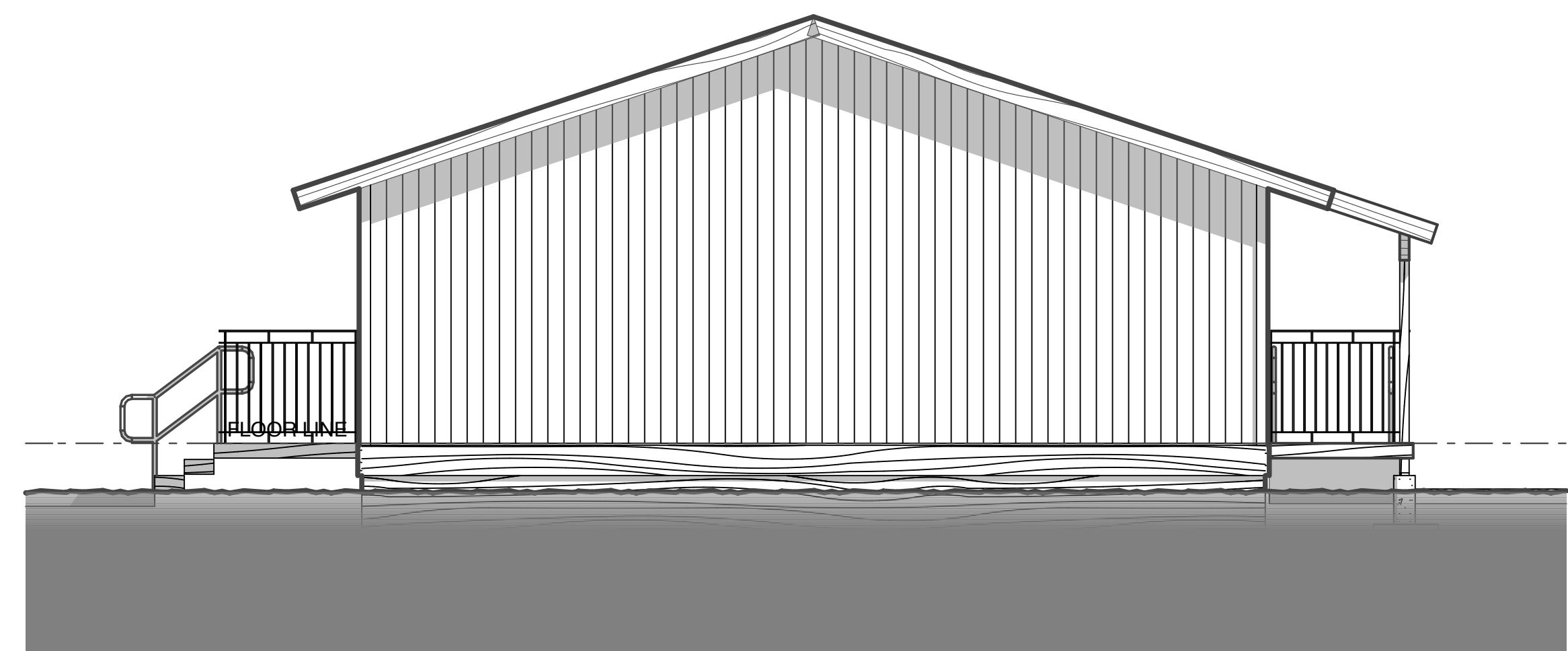
FRONT LEFT VIEW



FRONT ELEVATION

1/4"=1'-0"

4

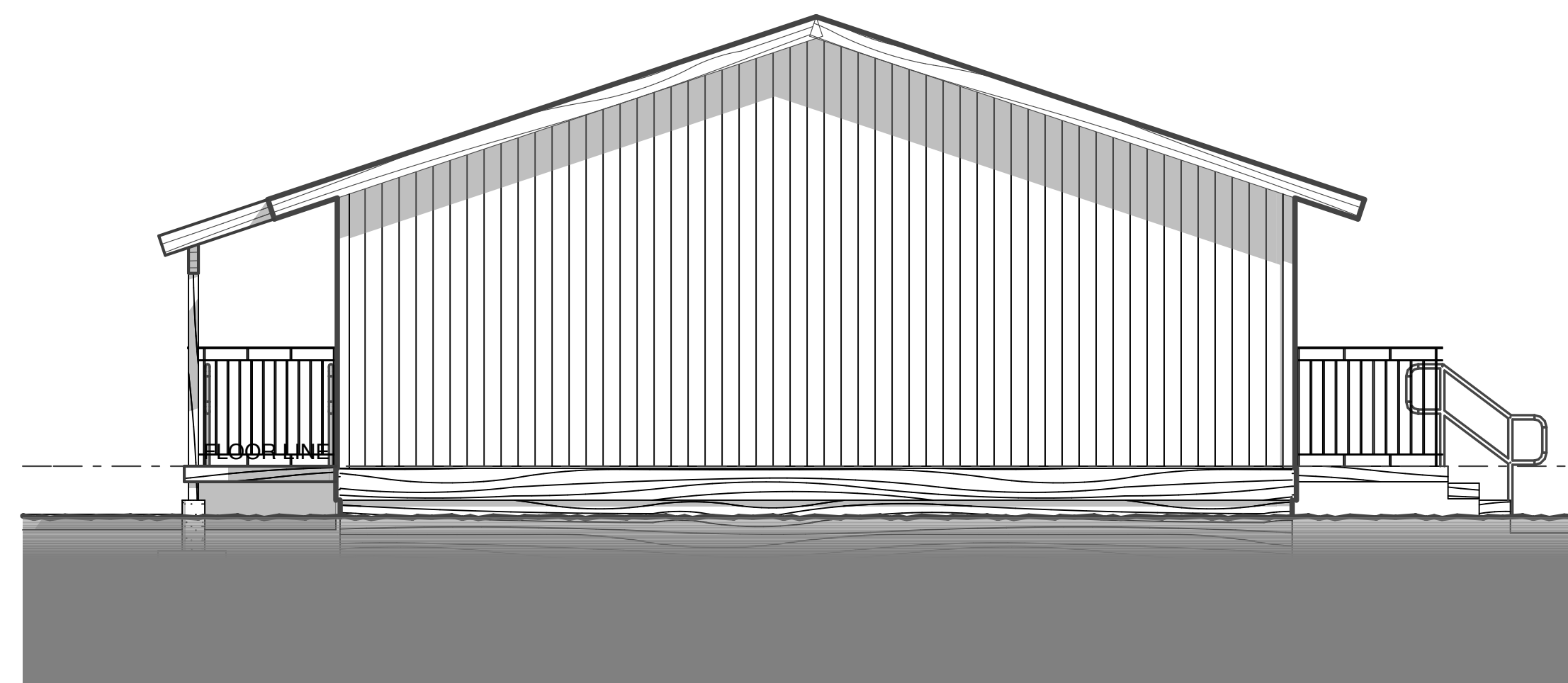


LEFT ELEVATION

1/4"=1'-0"

3

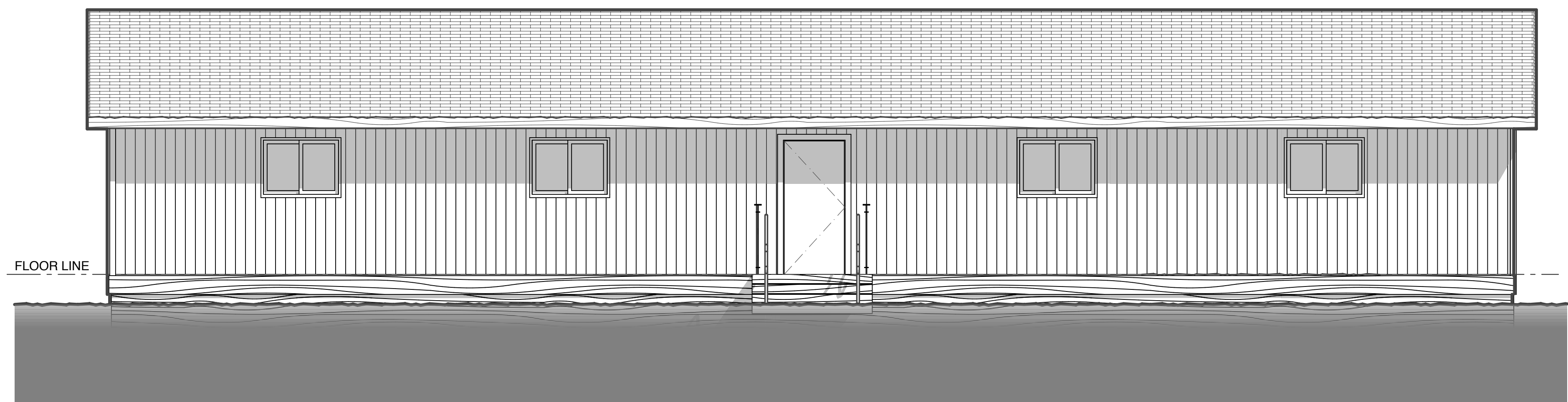
LOC.	MATERIAL	MANUF.	MODEL	FINISH COLOR
1	ROOFING		COMPOSITE ASPHALT SHINGLE	NO CHANGE- MATCHES EXISTING DRK CHARCOAL
2	FASCIA & TRIM		PAINTED MASONITE	NO CHANGE- MATCHES EXISTING- DARK BROWN
3	SIDING #1		VERT PATTERN T111 SIDING/SHEAHTING	NO CHANGE- MATCHES EXISTING- TAUPE
4	WINDOWS		VINYL	NO CHANGE- MATCHES EXISTING- WHITE
5	POSTS		6" SQ. DOUGLAS FIR	NO CHANGE- MATCHES EXISTING- DARK BROWN
6	FLASHING		METAL FLASHING WITH HEMMED DRIP EDGE	NO CHANGE- MATCHES EXISTING- DARK BRONZE
8	RAILINGS	CUSTOM	PAINTED METAL	DARK BROWN
9	DECKING		2x6 TREATED WOOD	DARK BROWN SOLID BODY STAIN



RIGHT ELEVATION

1/4"=1'-0"

2



BACK ELEVATION

1/4"=1'-0"

1

HEMINGWAY ELEMENTARY
NEW CLASSROOM BLDGS
IDAHO
KETCHUM

Vital ink ^{PLLC}
Environmental Architecture
& Consulting ^{LLC}

30 Wyatt Drive, Bellevue, Idaho 83313 (208) 720-6315 Ph

REVISIONS

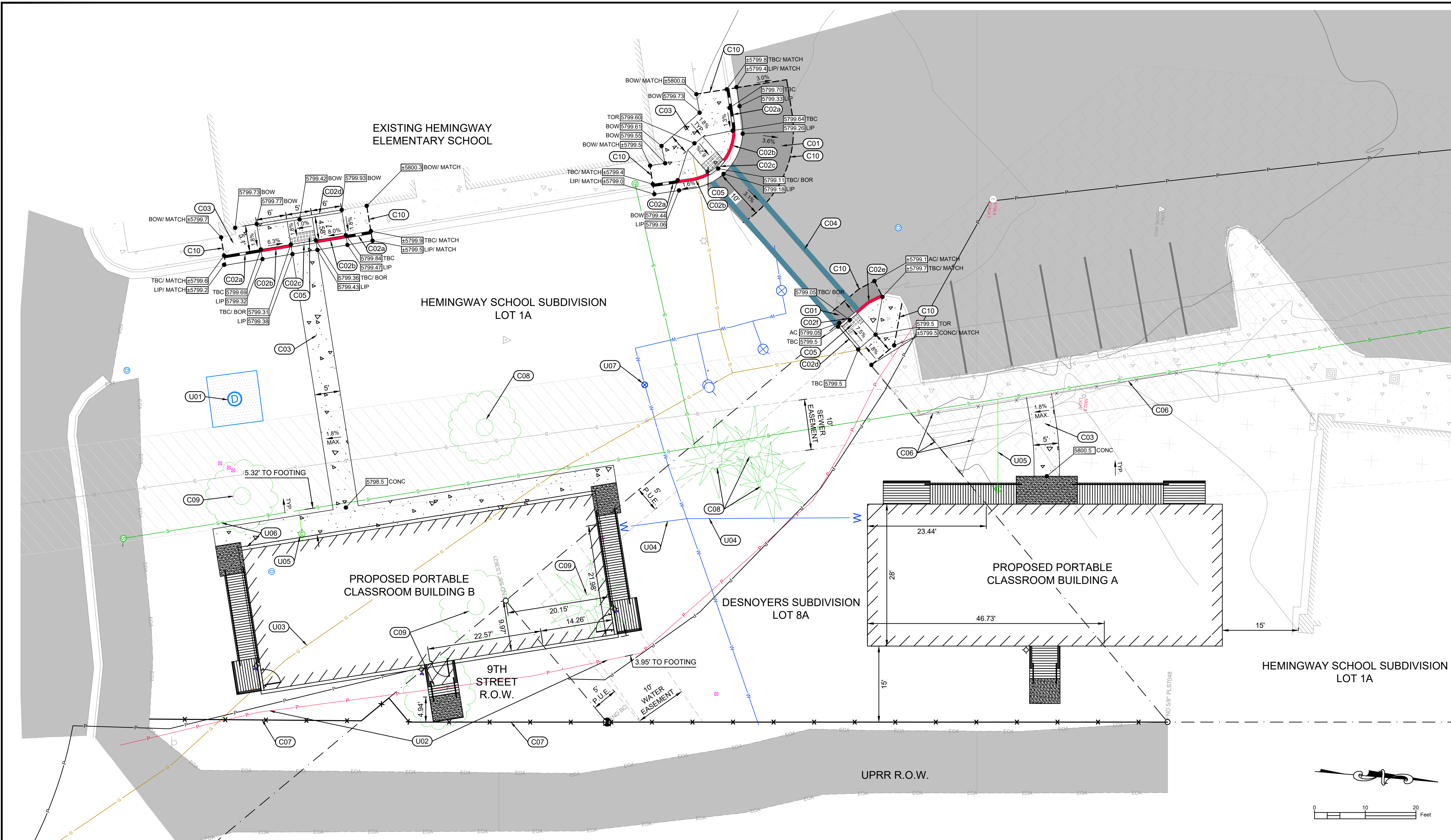
DATE
08 APRIL, 19

6.2

PLOTTED: 4/8/19 3:03 PM

EXHIBIT D

SITE PLAN



LEGEND

Existing Items

- Property Boundary
- Found 1/2" Rebar
- Found 5/8" Rebar
- Found Brass Cap
- Control Point
- Fence Line
- Water Main
- Fire Hydrant
- Water Valve
- Sewer Main
- Sewer Easement
- Sewer Manhole
- Sewer Cleanout
- Drywell
- Gas Line
- CL Power Easement
- Underground Power Line
- Power Vault
- Asphalt Paving
- Concrete Curb and Gutter
- Concrete Sidewalk
- Tree
- Street Light
- Campus Way Road Easement
- Remainder of Campus Drive
- Easement Line, Type Shown Hereon

Proposed Items

- Asphalt
- Concrete Sidewalk
- Concrete Curb and Gutter
- Sawcut
- Truncated Domes
- Water Service and Meter
- Sewer Service and Cleanout

Abbreviations

CONC CONCRETE

AC ASPHALT CONCRETE PAVING

LIP LIP OF GUTTER

TBC TOP BACK OF CURB

BOW BACK OF SIDEWALK

BOR BOTTOM OF RAMP

TOR TOP OF RAMP

MATCH MATCH EXISTING GRADE

CONSTRUCTION SCHEDULE

SITE IMPROVEMENTS

C01 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 1, SHEET C2

C02 CONSTRUCT CONCRETE CURB

- VERTICAL CURB & GUTTER PER DETAIL 3, SHEET C2.
- CURB & GUTTER TRANSITION PER DETAIL 5, SHEET C2
- ZERO REVEAL CURB AND GUTTER PER DETAIL 5, SHEET C2.
- VERTICAL CURB TRANSITION PER DETAIL 6, SHEET C2
- ZERO REVEAL CURB PER DETAIL 4, SHEET C2.

C03 CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 2, SHEET C2.

C04 INSTALL WHITE 12" WIDE WHITE CROSSWALK PAVEMENT MARKINGS.

C05 INSTALL OWNER APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT

C06 REMOVE EXISTING FENCE

C07 INSTALL FENCE PER OWNER SPECIFICATIONS

C08 RETAIN AND PROTECT TREE

C09 REMOVE AND RELOCATE EXISTING TREE, LOCATION PER OWNER

C10 SAWCUT EXISTING ASPHALT OR CONCRETE SAWCUT AND REPLACE EXISTING CONCRETE TO NEXT NEAREST JOINT.

UTILITY IMPROVEMENTS

U01 INSTALL LANDSCAPE DRYWELL. SEE DETAIL 7, SHEET C2.
RIM = 5797.9

U02 RELOCATE EXISTING POWER LINE, BY IDAHO POWER; SHIFT EAST ADJACENT TO BUILDING B TO ACHIEVE ROUGHLY 5' OF SEPARATION FROM FOOTING

U03 RELOCATE EXISTING GAS LINE. COORDINATE WITH INTERMOUNTAIN GAS COMPANY.

U04 INSTALL 1"Ø 200 PSI POLY WATER SERVICE. CONTRACTOR TO CONFIRM LOCATION AND DEPTH OF WATER MAIN. TRENCH CONSTRUCTION PER DETAIL 8, SHEET C2. SEE DETAIL 9, SHEET C2 FOR POTABLE, NON-POTABLE WATER LINE SEPARATION REQUIREMENTS.

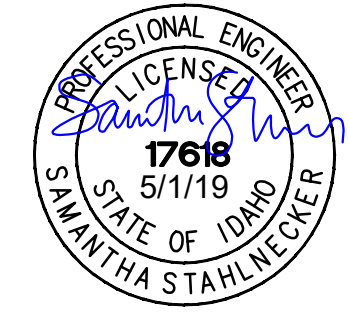
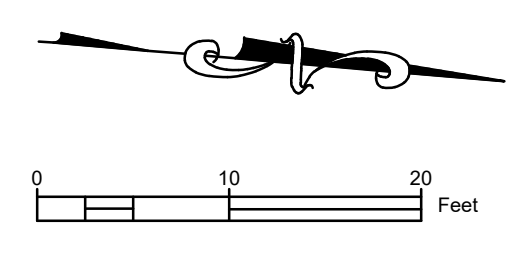
U05 INSTALL 4"Ø SDR 35 PVC SEWER SERVICE @ S=2.0% MIN. TRENCH CONSTRUCTION PER DETAIL 8, SHEET C2, WITH CLEANOUT PER DETAIL 10, SHEET C2.

U06 RETAIN AND PROTECT EXISTING SEWER MAIN. APPROXIMATE FOOTING LOCATION PER ARCHT. BOTTOM OF FOOTING ELEVATION= 5795.0 TOP OF SEWER MAIN ELEVATION= 5791.7

U07 INSTALL 8" GATE VALVE.

CONSTRUCTION NOTES

- TOPOGRAPHICAL AND EXISTING CONDITIONS INFORMATION SHOWN ON THIS MAP IS AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED BY GALENA ENGINEERING. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATES (08/24/2018, 03/19/2018, AND 04/04/2019).
- BOUNDARY INFORMATION SHOWN HEREON WAS PREPARED BY GALENA ENGINEERING BASED ON FOUND MONUMENTATION.
- EASEMENTS SHOWN HEREON ARE BASED UPON TITLE INFORMATION RECEIVED FROM THE CITY OF KETCHUM ON 08/20/2018 AND 02/13/2019, THE PLAT OF DESNOYERS SUBDIVISION, AS RECORDED UNDER INST. NO. 365584, RECORDS OF BLAINE COUNTY, IDAHO, AND IDAHO POWER EASEMENTS RECORDED UNDER INST. NO. 572482 AND 572977, RECORDS OF BLAINE COUNTY, IDAHO.
- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPC ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV), SOME NOT SHOWN ON THE DRAWING, WITH IDAHO POWER.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE CITY DIG PERMITS).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPC 802, TYPE II (ITD STANDARD 703.04, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPC SECTION 805.
- ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL CONCRETE FORM WORK SHALL CONFORM TO ISPC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPC SECTION 703, TABLE 1.C.
- ALL TRENCHING SHALL CONFORM TO ISPC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE §§ 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.



HEMINGWAY SCHOOL PORTABLES
 A SITE EXHIBIT MAP
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR BLAINE COUNTY SCHOOL DISTRICT
 PROJECT INFORMATION
 P:\sdr\p0131817201\hwy\Construction\13 8-17201 ENG BASE.dwg 05/01/19 10:53:31 AM

DESIGNED BY	SKS
DRAWN BY	SKS
CHECKED BY	SKS

REUSE OF DRAWINGS
 This drawing and any information hereon shall not be used for any project or extensions of this project except by agreement in writing with Galena Engineering, Inc.

GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Halley, Idaho 83333
 (208) 788-1705
 (208) 788-4612 fax
 email galena@galena-engineering.com

NO.	DATE	BY	REVISIONS
1	05/01/19	SKS	ISSUE FOR PERMIT

C1



City of Ketchum

May 20, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Collective Bargaining Agreement 20348 with International Association of Firefighters (IAFF) Local 4758 and the City of Ketchum

Recommendation and Summary

The Mayor is recommending the council approve the attached contract and adopt the following motion:

I move to approve the Collective Bargaining Agreement 20348 between the IAFF Local 4758 and the City of Ketchum and authorize the Mayor to sign the document.

The reasons for the recommendation are as follows:

- Both the IAFF and the City have agreed to the terms of the proposed contract.
- The current contract will expire September 30, 2019 and this contract will be effective October 1, 2019.

Introduction and History

The City of Ketchum and the International Association of Firefighters (IAFF) Local 4758 entered into negotiations on April 3, 2019 and on April 26, 2019 the City and IAFF agreed to submit a Tentative Collective Bargaining Agreement to the Union members and City Council for approval. The Tentative Agreement (Attachment A) is recommended for approval by the City Council. Attachment B, is the redlined version of the contract showing the proposed changes.

Analysis

Many issues were discussed during the negotiations. Both sides worked together to develop a mutually acceptable agreement. On behalf of the City negotiating team, staff would like to thank the IAFF negotiating team for their cooperation and collaboration in finding mutually acceptable solutions.

Financial Impact

The proposed agreement will result in approximately \$15,422 in additional on-going costs to the City of Ketchum. The total cost of the contract is estimated at \$28,922 however, \$13,500 of that is estimated to be off-set from the elimination of comp time counting as hours worked. In the event the Council approves a greater than 3% wage increase to all other city employees, the cost of the contract could increase. The funding for the contract will be budgeted in the FY 19/20 proposed budget.

Attachments:

Attachment A: Proposed Agreement 20348

Attachment B: Redlined version of Contract

COLLECTIVE BARGAINING AGREEMENT

2019-2020

IAFF LOCAL #4758 KETCHUM PROFESSIONAL
FIREFIGHTERS & THE CITY OF KETCHUM



TABLE OF CONTENTS

ARTICLE 1 – PURPOSE AND WARRANTY OF AUTHORITY 1

ARTICLE 2 – MANAGEMENT RIGHTS CLAUSE 1

ARTICLE 3 – UNION RECOGNITION2

ARTICLE 4 - UNION UNIFORM MONTHLY SERVICE CHARGE 2

ARTICLE 5 – UNION BUSINESS..... 2

ARTICLE 6 – DISCRIMINATION..... 3

ARTICLE 7 – NO STRIKE..... 3

ARTICLE 8 – REGULAR WORK WEEK 3

ARTICLE 9 – WAGES 3

ARTICLE 10 – INCENTIVE PAY 4

ARTICLE 11 – HOLIDAY 4

ARTICLE 12 – EXTRA DUTY 4

ARTICLE 13 – WORKING OUT OF CLASSIFICATION ("WOOC") 5

ARTICLE 14 – UNIFORMS 6

ARTICLE 15 – MILEAGE ALLOWANCE 6

ARTICLE 16 – VACATION LEAVE 7

ARTICLE 17 – ACCUMULATION OF SICK LEAVE 8

ARTICLE 18 – MEDICAL COVERAGE PROGRAM 8

ARTICLE 19 – STAFFING POLICY 9

ARTICLE 20 – SHIFT CHANGE 9

ARTICLE 21 – LIMITED DUTY 10

ARTICLE 22 – PERSONNEL REDUCTIONS..... 11

ARTICLE 23 – SETTLEMENT OF DISPUTES AND DISCIPLINE 11

ARTICLE 24 – DISCIPLINE AND DISCHARGE 13

ARTICLE 25 – RESIDENCY REQUIREMENT..... 14

ARTICLE 26 – NEPOTISM 14

ARTICLE 27 – PHYSICAL FITNESS PROGRAM 14

ARTICLE 28 – SUBSEQUENT CONTRACTS 15

ARTICLE 29 – SAVING CLAUSE 15

ARTICLE 30 – TERMS OF AGREEMENT 16

ARTICLE 31 – PREVAILING RIGHTS 16

ARTICLE 32 – COURT AND JURY LEAVE 16

ARTICLE 33 – LEAVE DONATION 16

ARTICLE 34 – PORTAL TO PORTAL..... 17

ARTICLE 35-- PROMOTION AND RECRUITMENT PROCESS17

SCHEDULE A – ORGANIZATIONAL CHART..... 20

SCHEDULE B - REGULAR WORK WEEK 21

SCHEDULE C – SALARY RANGE 22

SCHEDULE D – MERIT INCREASES..... 23

COLLECTIVE BARGAINING AGREEMENT

This agreement ("Agreement") entered into this May 21, 2019 by and between the City of Ketchum, ("City" or "Employer"), and Firefighters Local Union #4758, an affiliate of the International Association of Firefighters AFL-CIO ("Union").

Commented [A1]: Need to add signing date.

As used in this Agreement, the term "Chief Executive Officer" shall mean the Mayor of the City of Ketchum or his/her designee. The term "Employee" or "Firefighter" shall mean a full-time firefighter that is employed by the City as a firefighter, and who is a member of the Firefighters Local Union #4758. The term "City Employee" shall mean any person employed by the City of Ketchum. The term "Volunteer" shall mean a paid-on call firefighter.

ARTICLE 1- PURPOSE AND WARRANTY OF AUTHORITY

Section A. The purposes of this Agreement are to establish a formal understanding relative to all conditions of employment; and to provide the means of equitable adjustment of any and all differences or grievances which may arise. Both parties hereto believe and affirm that they are acting in the best interest of the citizens and visitors of Ketchum.

Section B. The parties signing this Agreement on behalf of the City and the Union, respectively, declare they are executing this Agreement by authority granted from their respective bodies and pursuant to the obligations set forth in Idaho Code § 44-1801 *et seq.*, and are acting in good faith with the intent to bind the respective parties and fully perform the Agreement .

Section C. It is also agreed that where there are clear differences in the wording and the text of this Agreement, the Ketchum Fire Department Standard Operating Guidelines, and/or the City of Ketchum Employee Handbook dated September 10, 2010, this Agreement shall supersede. However, all parties at the time of negotiations should make every effort to point out differences so that the Agreement, the Fire Department Standard Operating Guidelines, and the City of Ketchum Employee Handbook are not in conflict.

ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE

Section A. The City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, directing the activities of the Fire Department, determining levels of service and methods of operation, including introduction of new equipment, the right to hire, lay-off, promote, to discipline and to discharge its Employees; to determine work schedules; assign shifts and assign work. Provided, that nothing in this Article shall nullify: (1) any provisions elsewhere in this Agreement, or (2) the City's statutory obligation to negotiate with the Union pursuant to Chapter 18, Title 44, Idaho Code.

Section B. All supervisory and policy decisions regarding the Fire Department shall follow the recognized policy and procedures outlined in the City of Ketchum Employee Handbook and the Fire Department Operational Chain of Command as set forth in Schedule A.

Section C. One of the primary missions of the Employees shall be to train, support, promote, and enhance the Volunteers.

ARTICLE 3- UNION RECOGNITION

The City recognizes, after a fully conducted election held on June 22, 2009, the Firefighters Local Union #4758 as being designated and selected by a majority of the full-time professional Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay, working conditions, and all other terms and conditions of employment.

ARTICLE 4-UNION UNIFORM MONTHLY SERVICE CHARGE

Section A. The Union shall request present and future Union members to pay to the Union a uniform monthly service charge. For Union members, that service charge will constitute that member's Union dues, fees, and assessments. The Union shall request each Union Employee to sign and submit to the City a written authorization authorizing the deduction and remittance of this uniform monthly service charge from his/her wages/salary. Any such authorization shall remain in effect until and unless revoked by the Employee by giving written notice of such revocation to the City.

Section B. The City agrees to deduct the amount legally deductible for uniform monthly service charges, in amounts specified by the authorized officer of the Union, from the pay of Union Employees upon written authorization from the Employee. The City further agrees to remit those amounts monthly to the Secretary-Treasurer of the Union by the 15th of the following month.

ARTICLE 5 - UNION BUSINESS

Section A. Three members of the negotiating team, if on duty, shall be allowed time off with pay for all joint negotiating meetings which shall be mutually set by the Employer and the Union.

Section B. Union functions may be held at an appropriate station house, provided that such meetings shall occur outside of standard business hours. Standard business hours shall be defined as Monday through Sunday, 8:00-12:00p.m. and 1:00-5:00p.m.

Section C. Requests for up to a total of 9, twenty-four (24) hour shifts off, with pay, each fiscal year, for UNION business for Officially Elected Union Principal Officers will be granted for IAFF, PFFI, or AFL-CIO sanctioned UNION functions, with (7) seven days' notice, so long as minimum staffing as set forth in Article 19, Section A is not affected. Management reserves the right to request documentation of the function and Employees' attendance. Documentation shall not be withheld when requested.

Section D. No mileage or expenses will be paid for attendance at Union functions.

ARTICLE 6-DISCRIMINATION

Section A. The City agrees not to discriminate against any Employee for his/her activities on behalf of, or membership in, the Union.

Section B. The City and the Union agree that there shall be no discrimination against any Employee because of race, creed, color, religion, sex, sexual orientation, or physical handicap.

ARTICLE 7 - NO STRIKE

During the term of this Agreement, no Employee shall strike or recognize a picket line of any labor organization while in the performance of his/ her official duties. The parties agree to abide by Idaho Code Section 44-1811.

ARTICLE 8 - REGULAR WORK WEEK

Section A. The regular work week for each employee is defined as three (3) twenty-four (24) hour shifts every nine (9) days consisting of 72 hours actually worked as outlined in schedule B. Each employee is assigned to either A, B, or C shift and follows that shift schedule. Twenty four hour shifts are to start at 0730 and conclude at 0730 the following morning, and be documented as a 24hr shift less any leave time used, regardless of daylight savings time.

Section B. The parties agree to meet in November and May of each year to evaluate the shift schedule and collectively develop adjustments to said schedule if the parties deem change is necessary. Effective and efficient operations of the department will be the main, but not the only factor in determining if a change is needed.

Section C. Agreed upon changes made under Section B will be reflected in Section A of Article 8.

ARTICLE 9-WAGES

Section A. Employee's base pay and salary shall be in accordance with Schedule C of this Agreement. In the event of a promotion to another position there shall be a minimum increase which shall be equal to at least 5% over the Employee's current base rate, absent incentives.

Section B. Employees shall be eligible to participate in direct paycheck deposit programs with local banks and credit unions. This plan shall make the Employee's deposit available no later than the normal pay date.

Section C. Employees may be eligible for an annual Merit Increase subject to the criteria identified in Schedule D. Such Merit Increases may occur provided annual budget appropriation is approved.

ARTICLE 10 - INCENTIVE PAY

Any Employee who is certified and licensed by the State of Idaho as an EMT-PARAMEDIC shall receive \$161.54 per pay period as incentive pay.

ARTICLE 11 – HOLIDAY

The City shall recognize the following eleven holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day
Memorial Day
Independence Day
Day after Thanksgiving
Christmas Eve

Each Employee will receive 88 hours of Compensatory Time annually for Holidays, whether the Employee works the holiday or not. Compensatory Time ("Comp Time" for Holidays will accrue immediately after the Holiday).

ARTICLE 12 - EXTRA DUTY

Section A. Any Employee may be required by the City to work beyond his/her normal shift. The City shall pay for overtime work at the rate of one and one-half the normal rate of pay. The Employee shall accrue FLSA Comp Time for all actual hours worked in excess of sixty-eight (68) hours, up to seventy-two (72) hours, in a nine (9) day period for Employees assigned to the three platoon system, at one and one half (1 ½) times the excess hours worked. At the employee's discretion, FLSA Comp Time accrued in a pay period may either be compensated as cash or credited to the FLSA Comp time bank for future use. Up to 12 hours of FLSA Comp Time accrued in the last two 9 day pay periods of each fiscal year may be carried over to be used by October 30th of the following fiscal year. Thereafter, overtime may be paid or accumulated as compensatory time in accordance with Section B of this Article. Vacation, Comp Time, and Sick Leave hours are not considered hours actually worked.

Section B. As an alternative to paid overtime, Employees may receive compensation with time off equal to overtime at one and a half times the number of hours actually worked in excess of the limitations set forth in section A. Comp time and Holiday time can be accumulated up to 200 hours in a Fiscal year. Comp time hours shall be taken as a four (4) hour minimum. Leave requests for comp time or vacation time of

twenty-four (24) hours or less, must be made to the Chief or his designee with twenty-four (24) hours' notice. Leave requests for periods greater than twenty-four (24) hours shall be made according to Article 16. Provided however, a vacation or comp time request may be granted by a shift officer, if minimum staffing requirements as herein provided are met, and the time off is to occur during the same shift in which the request is received by the shift officer. Employees may carry over up to one hundred (100) hours of Holiday time and Comp Time into the following year pursuant to Article 16, Section C.

Section C. Any Employee who is called back to work from off duty shall be paid at least one-hour minimum at the Employee's overtime rate. This shall also include schooling and training if an Employee is authorized to attend. If the Employee is called within one (1) hour of a regularly scheduled shift, Comp time shall accrue at a one (1) hour minimum.

Section D. Off duty, Employees will receive extra duty compensation for attending court proceedings if the Employee receives a subpoena. The reason for the subpoena must be directly related to on-duty actions or observations.

Section E. Call Back- In the chiefs discretion, if additional employees are needed to cover staffing beyond minimum staffing requirements, the chief shall, at least three weeks prior to the designated date, post a request for additional personnel identifying the number of additional personnel, as well as the date(s) and hours(s) the additional personnel will be needed. If there are no union members who volunteer to cover the additional hour(s) at least two weeks prior to the date that additional employees are needed, the chief will then contact employees on an overtime list that is maintained by the fire chief or his/her designee showing overtime worked for each employee in descending order, lowest overtime hours worked at the top of the list, to highest overtime hours worked at the bottom of the list. Overtime opportunities will be offered to employees in order of the list starting at the top of the list with the employee who has the lowest overtime hours worked and moving sequentially down the list. In the event there are not sufficient employees willing to volunteer to cover needed staffing after an attempt is made to contact each employee on the overtime list, the chief can order employees to return to work starting at the employee at the top of the overtime list and moving down the list until the need for employees is satisfied. No leave requests for hours identified by the fire chief under this section shall be granted after notice of the need for additional personnel has been posted. Union members who are required to report for duty outside their regularly scheduled hours according to this Section, shall be paid at time and a half (1.5 times a given employee's regular hourly rate).

Section F. The foregoing notwithstanding, the Fire Chief, City Administrator, or Mayor may declare an emergency and require an immediate and mandatory call to duty for all fire department employees.

ARTICLE 13-WORKING OUT OF CLASSIFICATION ("WOOC")

Section A. Compensation for WOOC is provided as monetary recognition to an Employee for the assumption and performance of duties normally performed by an Employee of higher classification. The assumption and

performance of the duties of the higher classification must encompass the full range of responsibilities and duties of the higher classification. This shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the Employee and his/her immediate supervisor for the purpose of providing a training opportunity to the Employee, for a mutually agreed upon period of time.

Section B. In the hierarchy of the fire service, the highest ranking Employee working a shift is acknowledged as the "Shift Officer." Normally that person is the shift captain; however, when that Captain is not working, the Shift Officer automatically moves into that classification and assumes all of their duties. If an Employee works out of class for more than two (2) consecutive regular work weeks, that Employee is entitled to a WOOC pay incentive. The pay incentive will be paid retroactively at the rate of the starting salary of the higher classification in which the Employee is substituting, or five percent, whichever is higher.

Section C. When the temporary assignment is completed, the Employee's salary will be readjusted to its previous level, or the level where it would have attained, including general salary adjustments, if the WOOC pay had not been made. The Employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

ARTICLE 14 - UNIFORMS

Uniform standards are established by management as noted in the Fire Department Rules and Regulations Section 21. Uniforms required by the City shall be provided by the City and replaced as needed. All protective clothing or protective devices required of any Employee in the performance of his/her duties shall be furnished to him/her by the City. Employees shall use reasonable care and maintenance of all City provided uniform items, protective clothing, and devices. Replacement for station uniform items may be limited by the Fire Department Management. Station uniform items shall consist of winter boots, summer shoes, dress shirts, shorts, winter coats, hats, sweatshirts, t-shirts, and pants. All protective clothing and safety equipment required by applicable federal or state regulations shall be paid by the City.

ARTICLE 15-MILEAGE ALLOWANCE

Any Employee who is required to use his/her private automobile for Fire Department business shall be compensated at the City established rate.

ARTICLE 16 - VACATION LEAVE

Section A. The rate at which vacation leave is accrued shall be as outlined in Section B.

Section B. Maximum accrual shall be as follows.

Monthly Accrual (Hours)		Maximum Accrual (Hours)
10	0-4 years	300
14	5-9 years	325
16	10-14 years	350
20	15-19 years	375
22	20-24 years	400
26	25+years	425

Section C. On September 30th, Employees who have accrued vacation or comp hours in excess of their allowed annual carryover limit will be paid in cash or paid into a qualified deferred compensation program for those hours at the rate of pay plus incentives in effect on September 30th, unless the Employee has been approved to use the excess hours by the end of the City's fiscal year; September 30th_

Section D. Vacation, and compensatory time may accumulate to the maximum amount set forth in Article 16, Section B of this Agreement except if an Employee is unable to use vacation or compensatory time due to illness, injuries, training schools, or similar situations whether on sick leave or worker's compensation and unable to reschedule the same. If an Employee is at maximum accumulation and illness, injury, training school, or similar situations occur, preventing the employee from taking vacation or compensatory time, the vacation or compensatory time will be carried over to be used the following year or will be cashed out at the established rate. If the Employee does not return to work after this injury or illness, or is otherwise separated from employment at the City of Ketchum, all accumulated vacation, and comp hours will be paid at the established rate as set forth in Article 12, Section A, Article 16, Section C and Article 17, Section B of this Agreement.

Section E. Vacation time hours shall be taken as a twelve (12) hour minimum with a minimum of ten (10) days of written or electronic notification. Shifts will be available to members for a maximum of 48hrs from the time of posting, after which time they will be offered to qualified Paid-on-Call members.

ARTICLE 17-ACCUMULATION OF SICK LEAVE

Section A. Sick leave will accumulate at the rate of 13 hours per month. Verification of illness by a physician or other compelling evidence may be required for any illness involving more than three (3) consecutive shifts of work at the discretion of the Fire Chief. Verification of illness by a physician or other compelling evidence may be required for any illness involving more the three (3) consecutive shifts of work for 40 hour Employees assigned to Light Duty, at the discretion of the Fire Chief.

Section B. Any Employee, upon retirement from employment with the City, shall receive pay for accumulated sick leave as set forth in the City of Ketchum Employee Handbook. Upon retirement, each bargaining unit member shall direct 100% of the bargaining unit member sick leave cash out (pre-taxed) directly into their MERP account, purchasing additional unit multipliers at the age appropriate rate.

ARTICLE 18 - MEDICAL COVERAGE PROGRAM

Section A. The City will provide medical and dental coverage as well as a vision program to the employees at the same level and cost as is currently provided to all other City employees.

Section B. The City will contribute maximum of \$37.50 per month per union member to a Medical Expense Reimbursement Plan (MERP) selected by the City Council beginning January 1, 2018. The City is authorized to deduct \$37.50 from each union member's pre-tax compensation and direct those funds to the selected MERP. If the City selects a MERP other than the MERP administrated by the Washington State Council of Firefighters and is identical to the Washington State Council of Firefighters MERP, then this section shall be re-opened for negotiations.

When a bargaining unit member retires form the Ketchum Fire Department and is eligible for sick leave cash out, such cash out shall be in accordance with the September 2010 Employee Handbook eligibility and payment formula. Upon retirement, each bargaining unit member shall direct 100% of the bargaining unit member sick leave cash out (pre-taxed) directly into their MERP account, purchasing additional unit multipliers at the age appropriate rate.

The City will contribute \$300/ month per union member to a Voluntary Employees' Benefit Association (VEBA) administrated by the Benefit Plan Administration Services from Washington State.

Section C. In the event the City terminates medical insurance coverage through the Ill-A, this Article 18 will be eligible for renegotiation prior to the expiration of this Agreement.

ARTICLE 19-STAFFING POLICY

The Chief of the Fire Department, as an administrative procedure, shall establish staffing requirements.

Section A. Except as provided in Article 12, the minimum shift staffing level is set at two (2) Employees on duty at all times with the following minimum qualifications. When staffing levels fall below three (3) Employees on Duty, as per Article 8 of this CBA, a Paid-on-Call member may be hired to augment staffing at management's discretion.

- All Employees shall maintain the level of EMT B with certification in all Blaine County Medical Director Optional Modules with the State of Idaho within one (1) calendar year of being hired.
- All Employees will be trained as Senior Engineers within one (1) calendar year of being hired.
- At least one (1) member with the qualification of EMT-P will be on shift at all times.

Section B. Except as provided in Article 12, leave request (Comp Time, Vacation, etc.) will only be denied if the minimum staffing guidelines in Section A of this Article cannot be met. When it becomes necessary to fill a shift as a temporary assignment, in order to meet the guidelines, set forth in Section A of this Article, the following guidelines will be adhered to:

- 1) First, the shift will be offered to a full-time Employee;
- 2) Second, if the shift is not taken by a full-time employee, the shift will be offered to a qualified Volunteer; then,
- 3) If conditions (1) and (2) above cannot be met, Leave shall be denied.

Section C. A representative from the Union will have a seat in the process of hiring new Employees who are covered by this Agreement. The Union will select its representative. Such Union representative will participate in the interviews, the post interview discussions and will have the right to express his/her opinions about the applicants. The Union recognizes that the Fire Chief or designee is solely vested with the authority to make the final recommendation to the Mayor, who has the final authority in all hiring decisions.

Section D. In the event the shift staffing level set forth in Section A of this Article cannot be met, the Fire Chief or designee reserves the right to exercise mandatory call back in the order set forth in Article 12 on the rotating shift coverage call back list which shall be kept up to date by the Fire Chief or their designee.

ARTICLE 20 - SHIFT CHANGE

Any Employee will have the right to exchange shifts or trade with any other Employee, provided minimum staffing levels are maintained. The practice of exchanging shifts or trading time will be a voluntary program by the Employees.

When an Employee is absent from work under the exchange of shifts policy, no other Employee will be paid for working out of classification or overtime pay as a result of the exchange of shifts.

When a change takes place, the Employee who agrees to the exchange of shifts will assume the responsibility for working that day, except as provided for in regular sick leave.

ARTICLE 21- LIMITED DUTY

Section A: When, according to conditions, instructions, restrictions or limitations imposed by the physician(s) or specialist(s) evaluating the Employee's condition and fitness for duty, an Employee is rendered physically unable to perform his or her job duties, the Employee shall be entitled to injury leave utilizing sick leave, vacation leave or comp time with the full pay he or she receives at the time of the injury. Such injury leave pay shall continue while the Employee is unable to perform his or her duties or until such time as the Employee is accepted for retirement by the then-applicable retirement system, provided that any such injury leave is limited to a maximum of 180 days from the date of injury, unless a longer period of time is approved by the Mayor and City Council.

Section B: Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by worker's compensation shall be equal to the difference between the worker's compensation for lost time and the Employee's regular salary rate.

Any Employee seeking, continuing, or asking to be reinstated from injury leave may be subject to an examination by the Emergency Responder Health Center located in Boise, Idaho at the expense of the City. Should the Emergency Responder Health Center no longer be an option than another occupational health physician may be used to evaluate the Employee's duty status. If the Employee does not agree with the City physician's assessment, he or she may, at his or her own expense, seek a second opinion from a physician of his or her choice. Such opinion shall be considered by the City in determining reinstatement.

Whenever an Employee is rendered physically unable to perform his or her job duties, the City may elect to assign the Employee to limited duty status if management determines that limited duty work exists at that time. Limited duty work consists of any of the following at management's discretion:

1. Preparation of materials for inspection and training.
2. Limited duty equipment and station maintenance.
3. Fire prevention work.
4. Other Fire Department related duties as assigned.

Any limited duty work shall be limited to conditions, instructions, restrictions or limitations imposed by the physician(s) or specialist(s) evaluating the Employee's condition and fitness for duty. Limited duty shall not be assigned or defined in a manner that will endanger, aggravate or prolong the full recovery of the injured Employee to full recovery or fitness for duty.

Limited duty assignment may be limited to one (1) person on each shift. The designated limited duty shift for said individuals shall be 8a-5p Mon-Fri unless mutually agreed upon by management and the Employee. After

45 days of limited duty, Employees shall be evaluated by the Emergency Responder Health Center located in Boise, Idaho to evaluate the individual's ability to return to work. Should the Emergency Responder Health Center no longer be an option than another occupational health physician may be used to evaluation the Employee's duty status. Individuals that are not able to return to regular duty after 180 days may be terminated, unless a longer period of time is approved by the Mayor and City Council.

Section C: If an Employee is rendered physically unable to perform his or her job duties, the Firefighter may use sick leave, vacation, and compensatory time to cover scheduled shifts. After 45 days of limited duty due too other than on-the-job injuries, Employees may be evaluated by the Emergency Responder Health Center in Boise, Idaho to evaluate the individual's ability to return to work. Should the Emergency Responder Health Center in Boise, Idaho no longer be an option than another occupational health physician may be used to evaluate the Employee's duty status. Individuals that are not able to return to regular duty after 180 days may be terminated, with consent of the Mayor and City Council.

ARTICLE 22 - PERSONNEL REDUCTIONS

An Employee may be separated without prejudice because of lack of funds or curtailment of work. Layoffs will be made by management based on the critical needs of the Fire Department, the certifications held by an Employee, and the seniority of the Employee. Certifications to be considered are:

- NREMT-P;
- Rope Rescue Tech III;
- Senior Engineer;
- Idaho State Certified EMS Instructor;
- Idaho State Certified Fire Instructor; and
- IFSAC Fire Fighter – 1 Certification.

This personnel reduction article shall not apply to temporary Employees.

ARTICLE 23 - SETTLEMENT OF DISPUTES AND DISCIPLINE

For the purpose of this Agreement, a dispute is defined as a circumstance involving the interpretation of the terms of this Agreement. Disputes that arise pursuant to the interpretation of state or federal law or on issues not addressed by the Agreement are not subject to this Article.

Section A. Labor disputes or differences arising between the City and the Union and the Employee, including differences or disputes as to the meaning, application or operation of any provision of This Agreement, shall be settled in the manner herein provided. For the purposes of this Article, such a dispute or difference shall be referred to as a grievance.

Section B. First year Employees are entitled to grievance procedures concerning wages and working conditions only.

Section C. Any Employee who has a grievance concerning interpretation of this Agreement shall notify in writing the Union leadership within thirty (30) calendar days from the date of the grievance. The Union leadership will either resolve the grievance or notify the Union Grievance Committee, herein referred to as the Union, within thirty (30) calendar days of receipt of the grievance, and the Union shall determine if a grievance exists. If in the Union's opinion no grievance exists, no further action is necessary.

Section D. If in the opinion of the Union, a grievance exists, it shall notify the Fire Chief, in writing, within thirty (30) calendar days. If the Union and the Fire Chief fail to reach an agreement within thirty (30) calendar days, each shall notify the Mayor and City Council in writing. The Chief may call upon his staff officers at any time in the course of his efforts to reach an agreement.

Section E. If the City has a grievance with the Union, the City shall notify, in writing, the Union Grievance Committee within thirty (30) calendar days. If the parties fail to reach an agreement within thirty (30) calendar days, it shall be handled in accordance with the provisions of Section F of this Article.

Section F. In the event the grievance is not resolved within thirty (30) calendar days, after being referred to the Mayor and the City Council, the Union and the City may mutually agree to non-binding mediation, and the costs shall be shared equally. If in the event both sides fail to reach an agreement through mediation, it may be submitted to arbitration in accordance with Section G of this Article.
Unresolved issues concerning discipline are mandatory subjects of arbitration.

Section G. The issue may be submitted to arbitration in accordance with the following procedures:

- The party demanding arbitration shall file their demand and copy the opposing party within sixty (60) calendar days from the date the grievance was referred to the Mayor. The failure to file the demand for arbitration within the sixty (60) calendar day period shall be deemed a waiver of the right of such party to demand arbitration of the issue in dispute.
- Within ten (10) days of demanding arbitration the party requesting arbitration will request from the American Association of Arbitrators ("A.A.A."), a panel of 5 arbitrators who are members of the National Academy of Arbitrators and the demanding party shall pay all fees and costs associated with initiating the arbitration panel subject to reimbursement by decision of the arbitrator. Both parties shall prepare and agree on written questions outlining the issues to be addressed by the arbitrator.
- Either party may reject the entire panel of arbitrators and request a new panel from the A.A.A., to be selected in accordance with the paragraph above. No more than two panels may be so rejected from each party.
- A flip of the coin will determine the right to strike the first two names from the five-person panel. The other party will then have the right to strike an additional two names. The fifth remaining person will then be the arbitrator ("Arbitrator"). This selection process must be accomplished within 5 days of receipt of the panel from the A.A.A.
The decisions of the Arbitrator shall be final and binding on both parties in all matters pertaining

discipline, subject only to the parties' right to seek vacation or modification to the Arbitrator's award pursuant to the provisions of Title 7, Chapter 9, Idaho Code.

- The Arbitrator shall have only such jurisdiction on and authority to interpret and apply the provisions of the Agreement as shall be necessary to the determination of the issue at hand. The Arbitrator shall not have any power to add or subtract from, modify or alter in any way, the provisions of this Agreement.
- The expenses of the Arbitrator shall be borne by the non-prevailing party. In the event that both parties prevail in part, the expenses of the Arbitrator shall be equally shared between the parties.

Section H. Where a complaint alleges discrimination based on race, creed, color, religion, sex, sexual orientation, or physical handicap, the City's affirmative action complaint procedure will be utilized. In matters dealing with sexual harassment, the City's sexual harassment complaint procedure will be used.

ARTICLE 24-DISCIPLINE AND DISCHARGE

Section A: Employment with the City of Ketchum is "AT WILL," subject to the progressive discipline provisions set forth below.

The City may discipline or discharge Employees subject to the provisions of this Agreement. Such discipline or discharge shall be fair and impartial, and progressive discipline, including a written warning followed by a suspension, shall be implemented prior to the discharge of any Employee.

No such prior warning or suspension shall be necessary if the cause for suspension or discharge is related to employment and consists of:

- a) Conviction of the violation of any state or federal felony involving moral turpitude;
- b) Theft from the Employer of property with a value in excess of \$10;
- c) Insubordination
- d) Unlawful action that results in substantial risk of serious bodily injury or death to any person;
- e) Reckless conduct which results in serious personal injury or property loss in excess of \$2,500;
- f) Conviction of any felony or misdemeanor which prevents the Employee from performing the duties of the job;
- g) Inability to return to full duty per Article 21.

Section B: The City may suspend an Employee with pay or without pay for a period up to 10 business days when necessary to protect the health, safety or welfare of Employees or the public. The decision to suspend an Employee without pay will be made on a case-by-case basis taking into consideration the severity of the alleged misconduct. If the City finds no misconduct occurred, the suspended Employee will receive all wages and benefits for the number of days suspended upon his/her return to work.

Section C: The Union shall be entitled to challenge any discipline or discharge through the grievance procedure established in this Agreement. If a termination is challenged, the Employee is not entitled to compensation during the challenge. In the event that the Union prevails in its challenge, the Employee will be made whole.

Section D: Discipline shall consist of verbal warnings (which may be documented by an informal writing provided to the Employee), written warnings (which shall be documented by a formal writing provided to the Employee), suspension without pay, and discharge. All discipline other than verbal warnings shall be in writing with copies to the affected Employee.

ARTICLE 25 - RESIDENCY REQUIREMENT

Employees, regardless of when hired, may live anywhere, inside or outside of the City limits, provided they reside within the following borders of Blaine County:

- South of Galena Summit
- North of Hwy 20
- East of the intersection of Hwy 20 and Rock Creek road proceeding north on a straight line to Dollarhide Summit, and
- West of Cut Off Road

ARTICLE 26 - NEPOTISM

Section A. No relative related within the first degree of an Employee can be hired by the City to work within the Fire Department. Any Employees that are married as of the date of adoption of this Agreement shall be grandfathered and can continue to hold employment with the City.

Section B. No two department heads within the City may be related within the first degree.

Section C. No supervisor shall supervise another Employee if the supervisor and Employee are engaged in a sexual relationship.

Section D. Relationships between Employees and Volunteers shall not interfere with work duties.

ARTICLE 27 - PHYSICAL FITNESS PROGRAM

Section A. The City of Ketchum and the members of Local #4758 recognize the importance of physical fitness. Maintaining physical fitness is vital for firefighter readiness and is a major step towards living a healthy life. The City agrees to provide for Annual Firefighter Wellness Examinations as soon as such examinations become available through Ill-A. The Wellness Examinations shall be comparable to; and offer the same level of screening; as the program offered through the Emergency Responders Health

Center in Boise. This will be administered as a non-punitive program with the focus on member health and welfare as its' primary objective.

Section B. Employees will be provided time to perform physical fitness activities together while on shift. Approximately one hour will be used for this purpose during any portion of the 24-hour shift, with the exception of 10 am to 5 pm. It is preferable that all members on shift work out together; however different periods will be accepted if group activity time cannot be scheduled. Employees must maintain their primary responsibility of readiness at all times and scheduled work assignments will take precedence.

Section C. Employees shall complete and annually pass a U.S. Forest Service Arduous Work Capacity Test (Pack Test) in time to meet the Idaho Department of Land's contractual deadline. Employees that fail the Pack Test are entitled to re-take the pack test two (2) additional times within thirty (30) days. Employees failing the Pack Test after three attempts shall be placed on limited-duty and shall undergo a fitness for duty physical within thirty (30) days of the third attempt by a physician or specialist selected and paid for by the City.

Employees undergoing a fitness for duty examination and declared fit for duty shall pass the Pack Test within 60 days of the fitness for duty examination unless restricted by the examining physician or specialist, in which case, management reserves the right to modify the employee's status and work assignment. See Article 21 regarding Limited Duty.

ARTICLE 28 - SUBSEQUENT CONTRACTS

Section A. Not later than April 1st of the year in which an agreement is to be opened for negotiation, the Union President shall advise the Mayor in writing of intent to negotiate and supply a roster of the Union's negotiating team. The Mayor shall acknowledge receipt of the Union proposals within ten (10) weekdays and shall provide to the Union President in writing a roster of the negotiating team representing the City.

Section B. In the event any items in negotiation remain unresolved thirty (30) days after the initial bargaining session, upon request by the City or the Union, a fact finding commission shall be appointed in accordance with Title 44, Chapter 18 of the Idaho Code. The fact finding commission shall hold hearings and make recommendations in accordance with Idaho law.

ARTICLE 29 - SAVING CLAUSE

If any provision of this Agreement or the application of such provision should be rendered invalid by any court action or by reason of any existing or subsequently enacted Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 30 -TERMS OF AGREEMENT

This Agreement shall be effective on the 1st day of October 2019, and shall remain in full force and effect until midnight on September 30, 2020 pursuant to Idaho Code §44-1804.

ARTICLE 31- PREVAILING RIGHTS

All wages, rates of pay, working conditions and all other terms and conditions of employment held by the Employee at the time of execution of this Agreement, which are not included in this Agreement but are mandatory subjects of bargaining under Idaho Code 44-1802, shall remain in force unless changed by mutual agreement evidenced by writing.

ARTICLE 32 - COURT AND JURY LEAVE

Employees who are required to appear in court as a juror or witness shall receive full compensation at the member's normal rate of pay. The employee shall report any fee to which the employee may be entitled by reason of such appearance and pay the same over to the City with the exception of allowances for mileage, when applicable.

If employees are dismissed from court before the end of the shift, the employee must report to their supervisor for instruction on whether to return to work for the remainder of the shift. The employee must present checks from the court to the City Clerk/Treasurer to substantiate the claim for compensating pay.

ARTICLE 33 - LEAVE DONATION

Employees may donate leave time to any City of Ketchum Employee who has exhausted their sick, vacation, and compensatory leave time and who requires absence from work due to illness or injury in accordance with the FMLA.

- Donations may be made in a minimum of 1 hour increments. For every one hour of sick, vacation or compensatory time donated by the donor, the recipient will be credited with one hour of sick leave. The pay levels of the two employees shall not affect the transaction.
- A donating member must retain a minimum of 144 hours of sick time for their own use.
- A recipient can receive a combined maximum to the equivalent of the maximum allowable leave time in accordance with the FLMA.
- An employee who returns to work either on limited duty or on a part time basis may continue to use donated time up to the maximum allotment.
- The donated time will not count as the donor's hours worked in any pay period.
- Participation as a donor is voluntary. A donor cannot be directly or indirectly intimidated, threatened or coerced, or promised any benefit by any employee for the purpose of donating or using leave.

- Unused donated time will be returned to the donor or donors in the event the time is no longer needed.
- An employee can be a donation recipient should the City of Ketchum expand the donor program to the rest of its employees.

ARTICLE 34-PORTAL TO PORTAL

Section A. Portal to Portal Pay covers those instances when a member is deployed or responds to emergencies regardless of the proximity to their jurisdiction.

Section B. Paid time will accrue from the time the Employee responds to an emergency (as authorized, either directly or via a station) to the time the Employee is released from the emergency and returns to service within the Employee's jurisdiction.

ARTICLE 35 - PROMOTION AND RECRUITMENT PROCESS

Section A

All recruitment and promotions for the rank of Captain will follow the process outlined in this Article of the collective bargaining agreement. Management will provide notice of a recruitment or promotion opportunity for the position of captain at least thirty days prior to commencement of the promotion or recruitment process. The posting of a promotion or recruitment for the position of Captain will include a current job description and minimum requirements for the position of Captain along with the preferred qualities and qualifications for the position. Applicants for the position shall meet the minimum requirements in the City of Ketchum job description for the position of Captain as a prerequisite for participation in the promotion or recruitment process. Job descriptions will be reviewed and updated annually by the City of Ketchum City Administrator and Fire Chief.

Section B

Management and the Union agree that any appointment by the Mayor to the position of captain will be made from the top three scoring candidates in the promotion or recruitment process for captain identified herein. For purposes of clarity and transparency, Management and Union agree that the Fire Chief will provide a written explanation of the decision to hire or not hire a given top three candidate upon written request from the candidate. Any such written explanation will only contain information about the requesting candidate.

Section C

In addition to the standard City of Ketchum application packet, each applicant must submit a letter of intent and a resume for the posted position. The application packet, letter of intent and

resume must be submitted prior to the application deadline posted on the announcement. The promotion or recruitment process for the position of captain will involve a formal background check and contact with references for the top three candidates.

Section D

Promotion or Recruitment Process for the Position of Captain: The examination process will have at least three (3) of the following five (5) components:

- A standardized written firefighter and emergency medical services exam;
- An Incident Command (IC) Simulation Exercise;
- A roundtable problem solving exercise with other applicants;
- An In-Basket exercise; and
- A Panel interview.

Scoring: The scoring methodology for each component of the exam will be identified in the recruitment or promotion notice.

Section E

- The IC simulation for Captain shall be graded by two deputy chief or higher officers from departments located outside Blaine County and the Ketchum fire Chief or designee.
- The In-Basket exercise will be graded by the City Administrator.
- The interview panel will consist of a Union Representative from outside Blaine County, and community members identified by Management. Both genders will be represented on the panel.
- If the written exam is required, a passing score of at least 80% on the written exam is required to qualify for additional components.
- Scores for the candidates will be available, in writing, no later than 6 pm two days after the Mayor's selection of a candidate for promotion or recruitment.
- Candidates will only be given their own scores.
- The Round Table exercise will be graded by the Fire Chief, City Administrator and Mayor or their designees.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective this ____ day of _____, 20____.

For IAFF Local # 4758

John Rathfon, President

For the City of Ketchum, Idaho

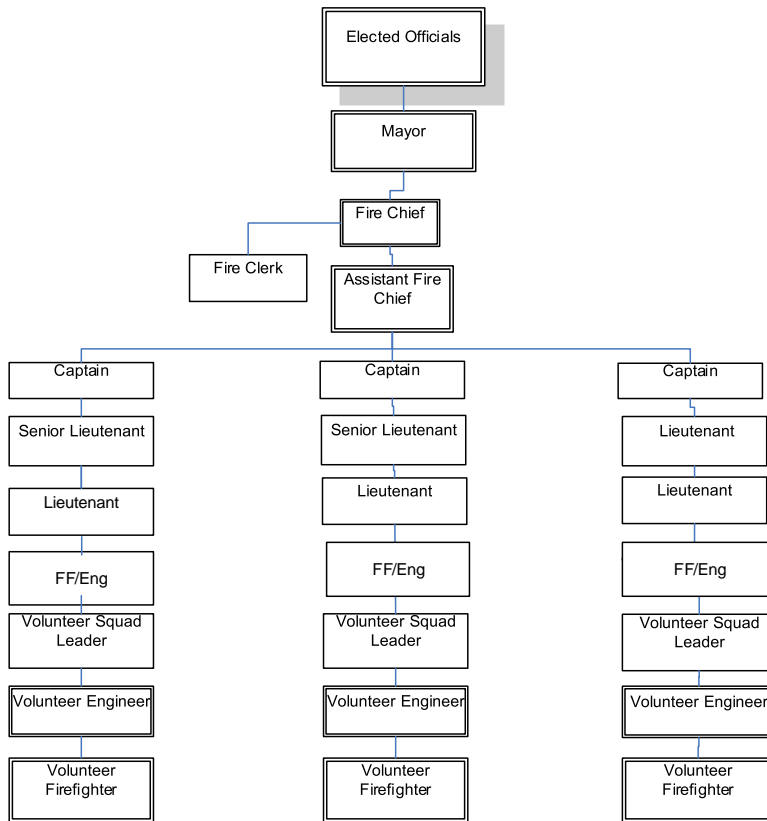
Neil Bradshaw, Mayor

Attest:

Robin Crotty, City Clerk

SCHEDULE A-ORGANIZATIONAL CHART

Ketchum Fire Department Operational Chain of Command		
	10/01/2017	



SCHEDULE B - REGULAR WORK WEEK

Day of FLSA Cycle	1	2	3	4	5	6	7	8	9
A – SHIFT		X		X		X			
B – SHIFT	X		X					X	
C – SHIFT					X		X		X

X represents a twenty four hour shift

SCHEDULE C- SALARY RANGE

Salary range for each position without incentive pay.

Position	Base Salary Range
Firefighter/Engineer	\$41,997 to \$55,456
Fire Lieutenant	\$46,666 to \$61,617
Senior Fire Lieutenant	\$51,842 to \$68,455
Fire Captain	\$64,000 to \$84,513

Base salary assumes 2758 hours worked annually.

The following reflects the hourly rate with applicable incentive pay for Employees as of October 1, 2018.

Employee	Base Rate	Total Rate with Applicable Incentive
Captain M. Canfield	27.76	29.28
Captain T.F. Canfield	27.76	29.28
Captain Witthar	27.76	27.76
Sr. Lieutenant Rathfon	24.08	25.60
Sr. Lieutenant McLean	22.45	23.97
Lieutenant Binnie	19.58	21.10
Lieutenant S. Martin	19.58	21.10
Lieutenant Potter	19.32	20.84
Lieutenant G. Martin	19.32	19.32
Lieutenant O'Donnell	18.08	19.60
Engineer Sisko	17.25	17.25

Individual employee rates of pay may be increased in the sole discretion of the City Administration. The Local Union will be informed of any such adjustments within seven (7) days. Union members agree that the City may share any such increase with Union leadership. If the City provides a general wage increase to all City employees in excess of 3% during the term of this Agreement, the City will increase firefighter wages by the difference between 3% and any such general wage increase given to all other City Employees.

COLLECTIVE BARGAINING AGREEMENT

2018~~2019~~-~~2019~~2020

IAFF LOCAL #4758 KETCHUM PROFESSIONAL
FIREFIGHTERS & THE CITY OF KETCHUM



TABLE OF CONTENTS

ARTICLE 1 – PURPOSE AND WARRANTY OF AUTHORITY 1

ARTICLE 2 – MANAGEMENT RIGHTS CLAUSE 1

ARTICLE 3 – UNION RECOGNITION2

ARTICLE 4 - UNION UNIFORM MONTHLY SERVICE CHARGE 2

ARTICLE 5 – UNION BUSINESS..... 2

ARTICLE 6 – DISCRIMINATION..... 3

ARTICLE 7 – NO STRIKE..... 3

ARTICLE 8 – REGULAR WORK WEEK 3

ARTICLE 9 – WAGES 3

ARTICLE 10 – INCENTIVE PAY 4

ARTICLE 11 – HOLIDAY 4

ARTICLE 12 – EXTRA DUTY 4

ARTICLE 13 – WORKING OUT OF CLASSIFICATION ("WOOC") 5

ARTICLE 14 – UNIFORMS 6

ARTICLE 15 – MILEAGE ALLOWANCE 6

ARTICLE 16 – VACATION LEAVE 7

ARTICLE 17 – ACCUMULATION OF SICK LEAVE 8

ARTICLE 18 – MEDICAL COVERAGE PROGRAM 8

ARTICLE 19 – STAFFING POLICY 9

ARTICLE 20 – SHIFT CHANGE 9

ARTICLE 21 – LIMITED DUTY 10

ARTICLE 22 – PERSONNEL REDUCTIONS..... 11

ARTICLE 23 – SETTLEMENT OF DISPUTES AND DISCIPLINE 11

ARTICLE 24 – DISCIPLINE AND DISCHARGE 13

ARTICLE 25 – RESIDENCY REQUIREMENT..... 14

ARTICLE 26 – NEPOTISM 14

ARTICLE 27 – PHYSICAL FITNESS PROGRAM 14

ARTICLE 28 – SUBSEQUENT CONTRACTS 15

ARTICLE 29 – SAVING CLAUSE 15

ARTICLE 30 – TERMS OF AGREEMENT 16

ARTICLE 31 – PREVAILING RIGHTS 16

ARTICLE 32 – COURT AND JURY LEAVE 16

ARTICLE 33 – LEAVE DONATION 16

ARTICLE 34 – PORTAL TO PORTAL..... 17

ARTICLE 35-- PROMOTION AND RECRUITMENT PROCESS17

SCHEDULE A – ORGANIZATIONAL CHART..... 20

SCHEDULE B - REGULAR WORK WEEK 21

SCHEDULE C – SALARY RANGE 22

SCHEDULE D – MERIT INCREASES..... 23

COLLECTIVE BARGAINING AGREEMENT

This agreement ("Agreement") entered into this February 4, 2019 by and between the City of Ketchum, ("City" or "Employer"), and Firefighters Local Union #4758, an affiliate of the International Association of Firefighters AFL-CIO ("Union").

Commented [A1]: Need to add signing date.

As used in this Agreement, the term "Chief Executive Officer" shall mean the Mayor of the City of Ketchum or his/her designee. The term "Employee" or "Firefighter" shall mean a full-time firefighter that is employed by the City as a firefighter, and who is a member of the Firefighters Local Union #4758. The term "City Employee" shall mean any person employed by the City of Ketchum. The term "Volunteer" shall mean a paid-on call firefighter.

ARTICLE 1- PURPOSE AND WARRANTY OF AUTHORITY

Section A. The purposes of this Agreement are to establish a formal understanding relative to all conditions of employment; and to provide the means of equitable adjustment of any and all differences or grievances which may arise. Both parties hereto believe and affirm that they are acting in the best interest of the citizens and visitors of Ketchum.

Section B. The parties signing this Agreement on behalf of the City and the Union, respectively, declare they are executing this Agreement by authority granted from their respective bodies and pursuant to the obligations set forth in Idaho Code § 44-1801 *et seq.*, and are acting in good faith with the intent to bind the respective parties and fully perform the Agreement .

Section C. It is also agreed that where there are clear differences in the wording and the text of this Agreement, the Ketchum Fire Department Standard Operating Guidelines, and/or the City of Ketchum Employee Handbook dated September 10, 2010, this Agreement shall supersede. However, all parties at the time of negotiations should make every effort to point out differences so that the Agreement, the Fire Department Standard Operating Guidelines, and the City of Ketchum Employee Handbook are not in conflict.

ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE

Section A. The City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, directing the activities of the Fire Department, determining levels of service and methods of operation, including introduction of new equipment, the right to hire, lay-off, promote, to discipline and to discharge its Employees; to determine work schedules; assign shifts and assign work. Provided, that nothing in this Article shall nullify: (1) any provisions elsewhere in this Agreement, or (2) the City's statutory obligation to negotiate with the Union pursuant to Chapter 18, Title 44, Idaho Code.

Section B. All supervisory and policy decisions regarding the Fire Department shall follow the recognized policy and procedures outlined in the City of Ketchum Employee Handbook and the Fire Department Operational Chain of Command as set forth in Schedule A.

Section C. One of the primary missions of the Employees shall be to train, support, promote, and enhance the Volunteers.

ARTICLE 3- UNION RECOGNITION

The City recognizes, after a fully conducted election held on June 22, 2009, the Firefighters Local Union #4758 as being designated and selected by a majority of the full-time professional Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay, working conditions, and all other terms and conditions of employment.

ARTICLE 4-UNION UNIFORM MONTHLY SERVICE CHARGE

Section A. The Union shall request present and future Union members to pay to the Union a uniform monthly service charge. For Union members, that service charge will constitute that member's Union dues, fees, and assessments. The Union shall request each Union Employee to sign and submit to the City a written authorization authorizing the deduction and remittance of this uniform monthly service charge from his/her wages/salary. Any such authorization shall remain in effect until and unless revoked by the Employee by giving written notice of such revocation to the City.

Section B. The City agrees to deduct the amount legally deductible for uniform monthly service charges, in amounts specified by the authorized officer of the Union, from the pay of Union Employees upon written authorization from the Employee. The City further agrees to remit those amounts monthly to the Secretary-Treasurer of the Union by the 15th of the following month.

ARTICLE 5 - UNION BUSINESS

Section A. Three members of the negotiating team, if on duty, shall be allowed time off with pay for all joint negotiating meetings which shall be mutually set by the Employer and the Union.

Section B. Union functions may be held at an appropriate station house, provided that such meetings shall occur outside of standard business hours. Standard business hours shall be defined as Monday through Sunday, 8:00-12:00p.m. and 1:00-5:00p.m.

Section C. Requests for up to a total of 9, twenty-four (24) hour shifts off, with pay, each fiscal year, for UNION business for Officially Elected Union Principal Officers will be granted for IAFF, PFFI, or AFL-CIO sanctioned UNION functions, with (7) seven days' notice, so long as minimum staffing as set forth in Article 19, Section A is not affected. Management reserves the right to request documentation of the function and Employees' attendance. Documentation shall not be withheld when requested.

Section D. No mileage or expenses will be paid for attendance at Union functions.

ARTICLE 6-DISCRIMINATION

Section A. The City agrees not to discriminate against any Employee for his/her activities on behalf of, or membership in, the Union.

Section B. The City and the Union agree that there shall be no discrimination against any Employee because of race, creed, color, religion, sex, sexual orientation, or physical handicap.

ARTICLE 7 - NO STRIKE

During the term of this Agreement, no Employee shall strike or recognize a picket line of any labor organization while in the performance of his/ her official duties. The parties agree to abide by Idaho Code Section 44-1811.

ARTICLE 8 - REGULAR WORK WEEK

Section A. The regular work week for each employee is defined as three (3) twenty-four (24) hour shifts every nine (9) days consisting of 72 hours actually worked as outlined in schedule B. Each employee is assigned to either A, B, or C shift and follows that shift schedule. Twenty four hour shifts are to start at 0730 and conclude at 0730 the following morning, and be documented as a 24hr shift less any leave time used, regardless of daylight savings time.

Section B. The parties agree to meet in November and May of each year to evaluate the shift schedule and collectively develop adjustments to said schedule if the parties deem change is necessary. Effective and efficient operations of the department will be the main, but not the only factor in determining if a change is needed.

Section C. Agreed upon changes made under Section B will be reflected in Section A of Article 8.

Formatted: Font: Bold, Underline

Formatted: Font: +Body (Calibri), 11 pt, Bold

Formatted: Font: +Body (Calibri), 11 pt, No underline

Formatted: Font: +Body (Calibri), 11 pt, Bold

Formatted: Font: +Body (Calibri), 11 pt, No underline

ARTICLE 9-WAGES

Section A. Employee's base pay and salary shall be in accordance with Schedule C of this Agreement. In the event of a promotion to another position there shall be a minimum increase which shall be equal to at least 5% over the Employee's current base rate, absent incentives.

Section B. Employees shall be eligible to participate in direct paycheck deposit programs with local banks and credit unions. This plan shall make the Employee's deposit available no later than the normal pay date.

Section C. Employees may be eligible for an annual Merit Increase subject to the criteria identified in

Schedule D. Such Merit Increases may occur provided annual budget appropriation is approved.

ARTICLE 10 - INCENTIVE PAY

Any Employee who is certified and licensed by the State of Idaho as an EMT-PARAMEDIC shall receive \$161.54 per pay period as incentive pay.

ARTICLE 11 – HOLIDAY

The City shall ~~provide-recognize~~ the following ~~paid~~ eleven holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day
Memorial Day
Independence Day
Day after Thanksgiving
Christmas Eve

Each Employee will receive 88 hours of Compensatory Time annually for Holidays, whether the Employee works the holiday or not. Compensatory Time ("Comp ~~Time~~^{1-Time}" for Holidays will accrue immediately after the Holiday).

ARTICLE 12 - EXTRA DUTY

Section A. Any Employee may be required by the City to work beyond his/her normal shift. The City shall pay for overtime work at the rate of one and one-half the normal rate of pay. The Employee shall accrue FLSA Comp Time for all actual hours worked in excess of sixty-eight (68) hours, up to seventy-two (72) hours, in a nine (9) day period for Employees assigned to the three platoon system, at one and one half (1 ½) times the excess hours worked. At the employee's discretion, FLSA Comp Time accrued in a pay period may either be compensated as cash or credited to the FLSA Comp time bank for future use. Up to 12 hours of FLSA Comp Time accrued in the last two 9 day pay periods of each fiscal year may be carried over to be used by October 30th of the following fiscal year. Thereafter, overtime may be paid or accumulated as compensatory time in accordance with Section B of this Article. Vacation, ~~FLSA~~ Comp Time, and Sick Leave hours are not considered hours actually worked.

Section B. As an alternative to paid overtime, Employees may receive compensation with time off equal to overtime at one and a half times the number of hours actually worked in excess of the limitations set forth in section A. Comp time and Holiday time can be accumulated up to 200 hours in a Fiscal year. Comp time hours shall be taken as a four (4) hour minimum. Leave requests for comp time or vacation time of

[twenty-four \(24\) hours or less](#), must be made to the Chief or his designee with twenty-four (24) hours' notice. [Leave requests for periods greater than twenty-four \(24\) hours shall be made according to Article 16.](#)

Provided however, a vacation or comp time request may be granted by a shift officer, if minimum staffing requirements as herein provided are met, and the time off is to occur during the same shift in which the request is received by the shift officer. Employees may carry over up to one hundred (100) hours of Holiday time and Comp Time into the following year pursuant to Article 16, Section C.

Section C. Any Employee who is called back to work from off duty shall be paid at least one-hour minimum at the Employee's overtime rate. This shall also include schooling and training if an Employee is authorized to attend. If the Employee is called within one (1) hour of a regularly scheduled shift, Comp time shall accrue at a one (1) hour minimum.

Section D. Off duty, Employees will receive extra duty compensation for attending court proceedings if the Employee receives a subpoena. The reason for the subpoena must be directly related to on-duty actions or observations.

Section E. Call Back- In the chiefs discretion, if additional employees are needed to cover staffing beyond minimum staffing requirements, the chief shall, at least three weeks prior to the designated date, post a request for additional personnel identifying the number of additional personnel, as well as the date(s) and hours(s) the additional personnel will be needed. If there are no union members who volunteer to cover the additional hour(s) at least two weeks prior to the date that additional employees are needed, the chief will then contact employees on an overtime list that is maintained by the fire chief or his/her designee showing overtime worked for each employee in descending order, lowest overtime hours worked at the top of the list, to highest overtime hours worked at the bottom of the list.

Overtime opportunities will be offered to employees in order of the list starting at the top of the list with the employee who has the lowest overtime hours worked and moving sequentially down the list. In the event there are not sufficient employees willing to volunteer to cover needed staffing after an attempt is made to contact each employee on the overtime list, the chief can order employees to return to work starting at the employee at the top of the overtime list and moving down the list until the need for employees is satisfied. No leave requests for hours identified by the fire chief under this section shall be granted after notice of the need for additional personnel has been posted. Union members who are required to report for duty outside their regularly scheduled hours according to this Section, shall be paid at time and a half (1.5 times a given employee's regular hourly rate).

Section F. The foregoing notwithstanding, the Fire Chief, City Administrator, or Mayor may declare an emergency and require an immediate and mandatory call to duty for all fire department employees.

ARTICLE 13-WORKING OUT OF CLASSIFICATION ("WOOC")

Section A. Compensation for WOOC is provided as monetary recognition to an Employee for the assumption and performance of duties normally performed by an Employee of higher classification. The assumption and

performance of the duties of the higher classification must encompass the full range of responsibilities and duties of the higher classification. This shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the Employee and his/her immediate supervisor for the purpose of providing a training opportunity to the Employee, for a mutually agreed upon period of time.

Section B. In the hierarchy of the fire service, the highest ranking Employee working a shift is acknowledged as the "Shift Officer." Normally that person is the shift captain; however, when that Captain is not working, the Shift Officer automatically moves into that classification and assumes all of their duties. If an Employee works out of class for more than ~~thirty (30) days~~ two (2) consecutive regular work weeks, that Employee is entitled to a WOOC pay incentive. The pay incentive will be paid retroactively at the rate of the starting salary of the higher classification in which the Employee is substituting, or five percent, whichever is higher.

Section C. When the temporary assignment is completed, the Employee's salary will be readjusted to its previous level, or the level where it would have attained, including general salary adjustments, if the WOOC pay had not been made. The Employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

ARTICLE 14 - UNIFORMS

Uniform standards are established by management as noted in the Fire Department Rules and Regulations Section 21. Uniforms required by the City shall be provided by the City and replaced as needed. All protective clothing or protective devices required of any Employee in the performance of his/her duties shall be furnished to him/her by the City. Employees shall use reasonable care and maintenance of all City provided uniform items, protective clothing, and devices. Replacement for station uniform items may be limited by the Fire Department Management. Station uniform items shall consist of winter boots, summer shoes, dress shirts, shorts, winter coats, hats, sweatshirts, t-shirts, and pants. All protective clothing and safety equipment required by applicable federal or state regulations shall be paid by the City.

ARTICLE 15-MILEAGE ALLOWANCE

Any Employee who is required to use his/her private automobile for Fire Department business shall be compensated at the City established rate.

ARTICLE 16 - VACATION LEAVE

Section A. The rate at which vacation leave is accrued shall be as outlined in Section B.

Section B. Maximum accrual shall be as follows.

Monthly Accrual (Hours)		Maximum Accrual (Hours)
10	0-4 years	300
14	5-9 years	325
16	10-14 years	350
20	15-19 years	375
22	20-24 years	400
26	25+years	425

Section C. On September 30th, Employees who have accrued vacation or comp hours in excess of their allowed annual carryover limit will be paid in cash or paid into a qualified deferred compensation program for those hours at the rate of pay plus incentives in effect on September 30th, unless the Employee has been approved to use the excess hours by the end of the City's fiscal year; September 30th_

Section D. Vacation, and compensatory time may accumulate to the maximum amount set forth in Article 16, Section B of this Agreement except if an Employee is unable to use vacation or compensatory time due to illness, injuries, training schools, or similar situations whether on sick leave or worker's compensation and unable to reschedule the same. If an Employee is at maximum accumulation and illness, injury, training school, or similar situations occur, preventing the employee from taking vacation or compensatory time, the vacation or compensatory time will be carried over to be used the following year or will be cashed out at the established rate. If the Employee does not return to work after this injury or illness, or is otherwise separated from employment at the City of Ketchum, all accumulated vacation, and comp hours will be paid at the established rate as set forth in Article 12, Section A, Article 16, Section C and Article 17, Section B of this Agreement.

Section E. Vacation time hours shall be taken as a twelve (12) hour minimum with a minimum of ten (10) days of written or electronic notification. Shifts will be available to members for a maximum of 48hrs from the time of posting, after which time they will be offered to qualified Paid-on-Call members.

ARTICLE 17-ACCUMULATION OF SICK LEAVE

Section A. Sick leave will accumulate at the rate of 13 hours per month. Verification of illness by a physician or other compelling evidence may be required for any illness involving more than three (3) consecutive shifts of work at the discretion of the Fire Chief. Verification of illness by a physician or other compelling evidence may be required for any illness involving more the three (3) consecutive shifts of work for 40 hour Employees assigned to Light Duty, at the discretion of the Fire Chief.

Section B. Any Employee, upon retirement from employment with the City, shall receive pay for accumulated sick leave as set forth in the City of Ketchum Employee Handbook. Upon retirement, each bargaining unit member shall direct 100% of the bargaining unit member sick leave cash out (pre-taxed) directly into their MERP account, purchasing additional unit multipliers at the age appropriate rate.

ARTICLE 18 - MEDICAL COVERAGE PROGRAM

Section A. The City will provide medical and dental coverage as well as a vision program to the employees at the same level and cost as is currently provided to all other City employees.

Section B. The City will contribute maximum of \$37.50 per month per union member to a [Medical Expense Reimbursement Plan \(MERP\)](#) selected by the City Council beginning January 1, 2018. The City is authorized to deduct \$37.50 from each union member's pre-tax compensation and direct those funds to the selected MERP. If the City selects a MERP other than the MERP administrated by the Washington State Council of Firefighters and is identical to the Washington State Council of Firefighters MERP, then this section shall be re-opened for negotiations.

When a bargaining unit member retires form the Ketchum Fire Department and is eligible for sick leave cash out, such cash out shall be in accordance with the September 2010 Employee Handbook eligibility and payment formula. Upon retirement, each bargaining unit member shall direct 100% of the bargaining unit member sick leave cash out (pre-taxed) directly into their MERP account, purchasing additional unit multipliers at the age appropriate rate.

The City will contribute \$300/ month per union member to a [Voluntary Employees' Benefit Association \(VEBA\)](#) administrated by the Benefit Plan Administration Services from Washington State.

Section C. In the event the City terminates medical insurance coverage through the Ill-A, this Article 18 will be eligible for renegotiation prior to the expiration of this Agreement.

ARTICLE 19-STAFFING POLICY

The Chief of the Fire Department, as an administrative procedure, shall establish staffing requirements.

Section A. Except as provided in Article 12, the minimum shift staffing level is set at two (2) Employees on duty at all times with the following minimum qualifications. When staffing levels fall below three (3) Employees on Duty, as per Article 8 of this CBA, a Paid-on-Call member may be hired to augment staffing at management's discretion.

- All Employees shall maintain the level of EMT B with certification in all Blaine County Medical Director Optional Modules with the State of Idaho within one (1) calendar year of being hired.
- All Employees will be trained as Senior Engineers within one (1) calendar year of being hired.
- At least one (1) member with the qualification of EMT-P will be on shift at all times.

Section B. Except as provided in Article 12, leave request (Comp Time, Vacation, etc.) will only be denied if the minimum staffing guidelines in Section A of this Article cannot be met. When it becomes necessary to fill a shift as a temporary assignment, in order to meet the guidelines, set forth in Section A of this Article, the following guidelines will be adhered to:

- 1) ~~First, the shift will be offered to a full-time Employee;~~
- 2) ~~Second, if the shift is not taken by a full-time employee, the shift will be offered to a qualified Volunteer; then,~~
- 3) ~~if conditions (1) and (2) above cannot be met, Leave is shall be denied.~~

Section C. A representative from the Union will have a seat in the process of hiring new Employees who are covered by this Agreement. ~~The Union will select its representative.~~ Such Union representative will participate in the interviews, the post interview discussions and will have the right to express his/her opinions about the applicants. The Union recognizes that the Fire Chief or designee is solely vested with the authority to make the final recommendation to the Mayor, who has the final authority in all hiring decisions.

Section D. In the event the shift staffing level set forth in Section A of this Article cannot be met, the Fire Chief or designee reserves the right to exercise mandatory call back in the order set forth in Article 12 on the rotating shift coverage call back list which shall be kept up to date by the Fire Chief or their designee.

ARTICLE 20 - SHIFT CHANGE

Any Employee will have the right to exchange shifts or trade with any other Employee, provided minimum staffing levels are maintained. The practice of exchanging shifts or trading time will be a voluntary program by the Employees.

When an Employee is absent from work under the exchange of shifts policy, no other Employee will be paid for working out of classification or overtime pay as a result of the exchange of shifts.

When a change takes place, the Employee who agrees to the exchange of shifts will assume the responsibility for working that day, except as provided for in regular sick leave.

ARTICLE 21- LIMITED DUTY

Section A: When [according to conditions, instructions, restrictions or limitations imposed by the physician\(s\) or specialist\(s\) evaluating the Employee's condition and fitness for duty](#), an Employee is rendered physically unable to perform his or her job duties, the Employee shall be entitled to injury leave utilizing sick leave, vacation leave or comp time with the full pay he or she receives at the time of the injury. Such injury leave pay shall continue while the Employee is unable to perform his or her duties or until such time as the Employee is accepted for retirement by the then-applicable retirement system, provided that any such injury leave is limited to a maximum of 180 days from the date of injury, unless a longer period of time is approved by the Mayor and City Council.

Section B. Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by worker's compensation shall be equal to the difference between the worker's compensation for lost time and the Employee's regular salary rate.

Any Employee seeking, continuing, or asking to be reinstated from injury leave may be subject to an examination by the Emergency Responder Health Center located in Boise, Idaho at the expense of the City. Should the Emergency Responder Health Center no longer be an option than another occupational health physician may be used to evaluate the Employee's duty status. If the Employee does not agree with the City physician's assessment, he or she may, at his or her own expense, seek a second opinion from a physician of his or her choice. Such opinion shall be considered by the City in determining reinstatement.

Whenever an Employee is rendered physically unable to perform his or her job duties, the City may elect to assign the Employee to limited duty status if management determines that limited duty work exists at that time. Limited duty work consists of any of the following at management's discretion:

1. Preparation of materials for inspection and training.
2. Limited duty equipment and station maintenance.
3. Fire prevention work.
4. Other Fire Department related duties as assigned.

Any limited duty work shall be limited to conditions, instructions, restrictions or limitations imposed by the physician(s) or specialist(s) evaluating the Employee's condition and fitness for duty. Limited duty shall not be assigned or defined in a manner that will endanger, aggravate or prolong the full recovery of the injured Employee to full recovery or fitness for duty.

Limited duty assignment may be limited to one (1) person on each shift. The designated limited duty shift for said individuals shall be 8a-5p Mon-Fri unless mutually agreed upon by management and the Employee. After

45 days of limited duty, Employees shall be evaluated by the Emergency Responder Health Center located in Boise, Idaho to evaluate the individual's ability to return to work. Should the Emergency Responder Health Center no longer be an option than another occupational health physician may be used to evaluation the Employee's duty status. Individuals that are not able to return to regular duty after 180 days may be terminated, unless a longer period of time is approved by the Mayor and City Council.

Section C: If an Employee is rendered physically unable to perform his or her job duties, the Firefighter may use sick leave, vacation, and compensatory time to cover scheduled shifts. After 45 days of limited duty due too other than on-the-job injuries, Employees may be evaluated by the Emergency Responder Health Center in Boise, Idaho to evaluate the individual's ability to return to work. Should the Emergency Responder Health Center in Boise, Idaho no longer be an option than another occupational health physician may be used to evaluate the Employee's duty status. Individuals that are not able to return to regular duty after 180 days may be terminated, with consent of the Mayor and City Council.

ARTICLE 22 - PERSONNEL REDUCTIONS

An Employee may be separated without prejudice because of lack of funds or curtailment of work. Layoffs will be made by management based on the critical needs of the Fire Department, the certifications held by an Employee, and the seniority of the Employee. Certifications to be considered are:

- [NREMT-P₂](#)
- [Rope Rescue Tech III₂](#)
- [Senior Engineer₂](#)
- [Idaho State Certified EMS Instructor₂](#)
- [Idaho State Certified Fire Instructor₂](#); [and](#)
- [IFSAC Fire Fighter – 1 Certification.](#)

This personnel reduction article shall not apply to temporary Employees.

ARTICLE 23 - SETTLEMENT OF DISPUTES AND DISCIPLINE

For the purpose of this Agreement, a dispute is defined as a circumstance involving the interpretation of the terms of this Agreement. Disputes that arise pursuant to the interpretation of state or federal law or on issues not addressed by the Agreement are not subject to this Article.

Section A. Labor disputes or differences arising between the City and the Union and the Employee, including differences or disputes as to the meaning, application or operation of any provision of This Agreement, shall be settled in the manner herein provided. For the purposes of this Article, such a dispute or difference shall be referred to as a grievance.

Section B. First year Employees are entitled to grievance procedures concerning wages and working

conditions only.

Section C. Any Employee who has a grievance concerning interpretation of this Agreement shall notify in writing the Union leadership within thirty (30) calendar days from the date of the grievance. The Union leadership will either resolve the grievance or notify the Union Grievance Committee, herein referred to as the Union, within thirty (30) calendar days of receipt of the grievance, and the Union shall determine if a grievance exists. If in the Union's opinion no grievance exists, no further action is necessary.

Section D. If in the opinion of the Union, a grievance exists, it shall notify the Fire Chief, in writing, within thirty (30) calendar days. If the Union and the Fire Chief fail to reach an agreement within thirty (30) calendar days, each shall notify the Mayor and City Council in writing. The Chief may call upon his staff officers at any time in the course of his efforts to reach an agreement.

Section E. If the City has a grievance with the Union, the City shall notify, in writing, the Union Grievance Committee within thirty (30) calendar days. If the parties fail to reach an agreement within thirty (30) calendar days, it shall be handled in accordance with the provisions of Section F of this Article.

Section F. In the event the grievance is not resolved within thirty (30) calendar days, after being referred to the Mayor and the City Council, the Union and the City may mutually agree to non-binding mediation, and the costs shall be shared equally. If in the event both sides fail to reach an agreement through mediation, it may be submitted to arbitration in accordance with Section G of this Article.
Unresolved issues concerning discipline are mandatory subjects of arbitration.

Section G. The issue may be submitted to arbitration in accordance with the following procedures:

- The party demanding arbitration shall file their demand and copy the opposing party within sixty (60) calendar days from the date the grievance was referred to the Mayor. The failure to file the demand for arbitration within the sixty (60) calendar day period shall be deemed a waiver of the right of such party to demand arbitration of the issue in dispute.
- Within ten (10) days of demanding arbitration the party requesting arbitration will request from the American Association of Arbitrators ("A.A.A."), a panel of 5 arbitrators who are members of the National Academy of Arbitrators and the demanding party shall pay all fees and costs associated with initiating the arbitration panel subject to reimbursement by decision of the arbitrator. Both parties shall prepare and agree on written questions outlining the issues to be addressed by the arbitrator.
- Either party may reject the entire panel of arbitrators and request a new panel from the A.A.A., to be selected in accordance with the paragraph above. No more than two panels may be so rejected from each party.
- A flip of the coin will determine the right to strike the first two names from the five-person panel. The other party will then have the right to strike an additional two names. The fifth remaining person will then be the arbitrator ("Arbitrator"). This selection process must be accomplished within 5 days of receipt of the panel from the A.A.A.
The decisions of the Arbitrator shall be final and binding on both parties in all matters pertaining

discipline, subject only to the parties' right to seek vacation or modification to the Arbitrator's award pursuant to the provisions of Title 7, Chapter 9, Idaho Code.

- The Arbitrator shall have only such jurisdiction on and authority to interpret and apply the provisions of the Agreement as shall be necessary to the determination of the issue at hand. The Arbitrator shall not have any power to add or subtract from, modify or alter in any way, the provisions of this Agreement.
- The expenses of the Arbitrator shall be borne by the non-prevailing party. In the event that both parties prevail in part, the expenses of the Arbitrator shall be equally shared between the parties.

Section H. Where a complaint alleges discrimination based on race, creed, color, religion, sex, sexual orientation, or physical handicap, the City's affirmative action complaint procedure will be utilized. In matters dealing with sexual harassment, the City's sexual harassment complaint procedure will be used.

ARTICLE 24-DISCIPLINE AND DISCHARGE

Section A: Employment with the City of Ketchum is "AT WILL," subject to the progressive discipline provisions set forth below.

The City may discipline or discharge Employees subject to the provisions of this Agreement. Such discipline or discharge shall be fair and impartial, and progressive discipline, including a written warning followed by a suspension, shall be implemented prior to the discharge of any Employee.

No such prior warning or suspension shall be necessary if the cause for suspension or discharge is related to employment and consists of:

- a) Conviction of the violation of any state or federal felony involving moral turpitude;
- b) Theft from the Employer of property with a value in excess of \$10;
- c) Insubordination
- d) Unlawful action that results in substantial risk of serious bodily injury or death to any person;
- e) Reckless conduct which results in serious personal injury or property loss in excess of \$2,500;
- f) Conviction of any felony or misdemeanor which prevents the Employee from performing the duties of the job;
- g) Inability to return to full duty per Article 21.

Section B: The City may suspend an Employee with pay or without pay for a period up to 10 business days when necessary to protect the health, safety or welfare of Employees or the public. The decision to suspend an Employee without pay will be made on a case-by-case basis taking into consideration the severity of the alleged misconduct. If the City finds no misconduct occurred, the suspended Employee will receive all wages and benefits for the number of days suspended upon his/her return to work.

Section C: The Union shall be entitled to challenge any discipline or discharge through the grievance procedure established in this Agreement. If a termination is challenged, the Employee is not entitled to compensation during the challenge. In the event that the Union prevails in its challenge, the Employee will be made whole.

Section D: Discipline shall consist of verbal warnings (which may be documented by an informal writing provided to the Employee), written warnings (which shall be documented by a formal writing provided to the Employee), suspension without pay, and discharge. All discipline other than verbal warnings shall be in writing with copies to the affected Employee.

ARTICLE 25 - RESIDENCY REQUIREMENT

Employees, regardless of when hired, may live anywhere, inside or outside of the City limits, provided they reside within the following borders of Blaine County:

- South of Galena Summit
- North of Hwy 20
- East of the intersection of Hwy 20 and Rock Creek road proceeding north on a straight line to Dollarhide Summit, and
- West of Cut Off Road

ARTICLE 26 - NEPOTISM

Section A. No relative related within the first degree of an Employee can be hired by the City to work within the Fire Department. Any Employees that are married as of the date of adoption of this Agreement shall be grandfathered and can continue to hold employment with the City.

Section B. No two department heads within the City may be related within the first degree.

Section C. No supervisor shall supervise another Employee if the supervisor and Employee are engaged in a sexual relationship.

Section D. Relationships between Employees and Volunteers shall not interfere with work duties.

ARTICLE 27 - PHYSICAL FITNESS PROGRAM

Section A. The City of Ketchum and the members of Local #4758 recognize the importance of physical fitness. Maintaining physical fitness is vital for firefighter readiness and is a major step towards living a healthy life. The City agrees to provide for Annual Firefighter Wellness Examinations as soon as such examinations become available through Ill-A. The Wellness Examinations shall be comparable to; and offer the same level of screening; as the program offered through the Emergency Responders Health

Center in Boise. This will be administered as a non-punitive program with the focus on member health and welfare as its' primary objective.

Section B. Employees will be provided time to perform physical fitness activities together while on shift. Approximately one hour will be used for this purpose during any portion of the 24-hour shift, with the exception of 10 am to 5 pm. It is preferable that all members on shift work out together; however different periods will be accepted if group activity time cannot be scheduled. Employees must maintain their primary responsibility of readiness at all times and scheduled work assignments will take precedence.

Section C. Employees shall complete and annually pass a U.S. Forest Service Arduous Work Capacity Test (Pack Test) in time to meet the Idaho Department of Land's contractual deadline. Employees that fail the Pack Test are entitled to re-take the pack test two (2) additional times within thirty (30) days. Employees failing the Pack Test after three attempts shall be placed on limited-duty and shall undergo a fitness for duty physical within thirty (30) days of the third attempt by a physician or specialist selected and paid for by the City.

Employees undergoing a fitness for duty examination and declared fit for duty shall pass the Pack Test within 60 days of the fitness for duty examination unless restricted by the examining physician or specialist, in which case, management reserves the right to modify the employee's status and work assignment. See Article 21 regarding Limited Duty.

ARTICLE 28 - SUBSEQUENT CONTRACTS

Section A. Not later than April 1st of the year in which an agreement is to be opened for negotiation, the Union President shall advise the Mayor in writing of intent to negotiate and supply a roster of the Union's negotiating team. The Mayor shall acknowledge receipt of the Union proposals within ten (10) weekdays and shall provide to the Union President in writing a roster of the negotiating team representing the City.

Section B. In the event any items in negotiation remain unresolved thirty (30) days after the initial bargaining session, upon request by the City or the Union, a fact finding commission shall be appointed in accordance with Title 44, Chapter 18 of the Idaho Code. The fact finding commission shall hold hearings and make recommendations in accordance with Idaho law.

ARTICLE 29 - SAVING CLAUSE

If any provision of this Agreement or the application of such provision should be rendered invalid by any court action or by reason of any existing or subsequently enacted Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 30 -TERMS OF AGREEMENT

This Agreement shall be effective on the 1st day of October ~~2017~~2019, and shall remain in full force and effect until midnight on September 30, 20~~18~~20 pursuant to Idaho Code §44-1804.

ARTICLE 31- PREVAILING RIGHTS

All wages, rates of pay, working conditions and all other terms and conditions of employment held by the Employee at the time of execution of this Agreement, which are not included in this Agreement but are mandatory subjects of bargaining under Idaho Code 44-1802, shall remain in force unless changed by mutual agreement evidenced by writing.

ARTICLE 32 - COURT AND JURY LEAVE

Employees who are required to appear in court as a juror or witness shall receive full compensation at the member's normal rate of pay. The employee shall report any fee to which the employee may be entitled by reason of such appearance and pay the same over to the City with the exception of allowances for mileage, when applicable.

If employees are dismissed from court before the end of the shift, the employee must report to their supervisor for instruction on whether to return to work for the remainder of the shift. The employee must present checks from the court to the City Clerk/Treasurer to substantiate the claim for compensating pay.

ARTICLE 33 - LEAVE DONATION

Employees may donate leave time to any City of Ketchum Employee who has exhausted their sick, vacation, and compensatory leave time and who requires absence from work due to illness or injury in accordance with the FMLA.

- Donations may be made in a minimum of 1 hour increments. For every one hour of sick, vacation or compensatory time donated by the donor, the recipient will be credited with one hour of sick leave. The pay levels of the two employees shall not affect the transaction.
- A donating member must retain a minimum of 144 hours of sick time for their own use.
- A recipient can receive a combined maximum to the equivalent of the maximum allowable leave time in accordance with the FLMA.
- An employee who returns to work either on limited duty or on a part time basis may continue to use donated time up to the maximum allotment.
- The donated time will not count as the donor's hours worked in any pay period.
- Participation as a donor is voluntary. A donor cannot be directly or indirectly intimidated,

threatened or coerced, or promised any benefit by any employee for the purpose of donating or using leave.

- Unused donated time will be returned to the donor or donors in the event the time is no longer needed.
- An employee can be a donation recipient should the City of Ketchum expand the donor program to the rest of its employees.

ARTICLE 34-PORTAL TO PORTAL

Section A. Portal to Portal Pay covers those instances when a member is deployed or responds to emergencies regardless of the proximity to their jurisdiction.

Section B. Paid time will accrue from the time the Employee responds to an emergency (as authorized, either directly or via a station) to the time the Employee is released from the emergency and returns to service within the Employee's jurisdiction.

ARTICLE 35 - PROMOTION AND RECRUITMENT PROCESS

Section A

All recruitment and promotions for the rank of Captain will follow the process outlined in this Article of the collective bargaining agreement. Management will provide notice of a recruitment or promotion opportunity for the position of captain at least thirty days prior to commencement of the promotion or recruitment process. The posting of a promotion or recruitment for the position of Captain will include a current job description and minimum requirements for the position of Captain along with the preferred qualities and qualifications for the position. Applicants for the position shall meet the minimum requirements in the City of Ketchum job description for the position of Captain as a prerequisite for participation in the promotion or recruitment process. Job descriptions will be reviewed and updated annually by the City of Ketchum City Administrator and Fire Chief.

Section B

Management and the Union agree that any appointment by the Mayor to the position of captain will be made from the top three scoring candidates in the promotion or recruitment process for captain identified herein. For purposes of clarity and transparency, Management and Union agree that the Fire Chief will provide a written explanation of the decision to hire or not hire a given top three candidate upon written request from the candidate. Any such written explanation will only contain information about the requesting candidate.

Section C

In addition to the standard City of Ketchum application packet, each applicant must submit a letter of intent and a resume for the posted position. The application packet, letter of intent and

resume must be submitted prior to the application deadline posted on the announcement. The promotion or recruitment process for the position of captain will involve a formal background check and contact with references for the top three candidates.

Section D

Promotion or Recruitment Process for the Position of Captain: The examination process will have at least three (3) of the following five (5) components:

- A standardized written firefighter and emergency medical services exam;
- An Incident Command (IC) Simulation Exercise;
- A roundtable problem solving exercise with other applicants;
- An In-Basket exercise; and
- A Panel interview.

Scoring: The scoring methodology for each component of the exam will be identified in the recruitment or promotion notice.

Section E

- The IC simulation for Captain shall be graded by two deputy chief or higher officers from departments located outside Blaine County and the Ketchum fire Chief or designee.
- The In-Basket exercise will be graded by the City Administrator.
- The interview panel will consist of a Union Representative from outside Blaine County, and community members identified by Management. Both genders will be represented on the panel.
- If the written exam is required, a passing score of at least 80% on the written exam is required to qualify for additional components.
- Scores for the candidates will be available, in writing, no later than 6 pm two days after the Mayor's selection of a candidate for promotion or recruitment.
- Candidates will only be given their own scores.
- The Round Table exercise will be graded by the Fire Chief, City Administrator and Mayor or their designees.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective this _____ day of _____, 20____.

For IAFF Local # 4758

John Rathfon, President

For the City of Ketchum, Idaho

Neil Bradshaw, Mayor

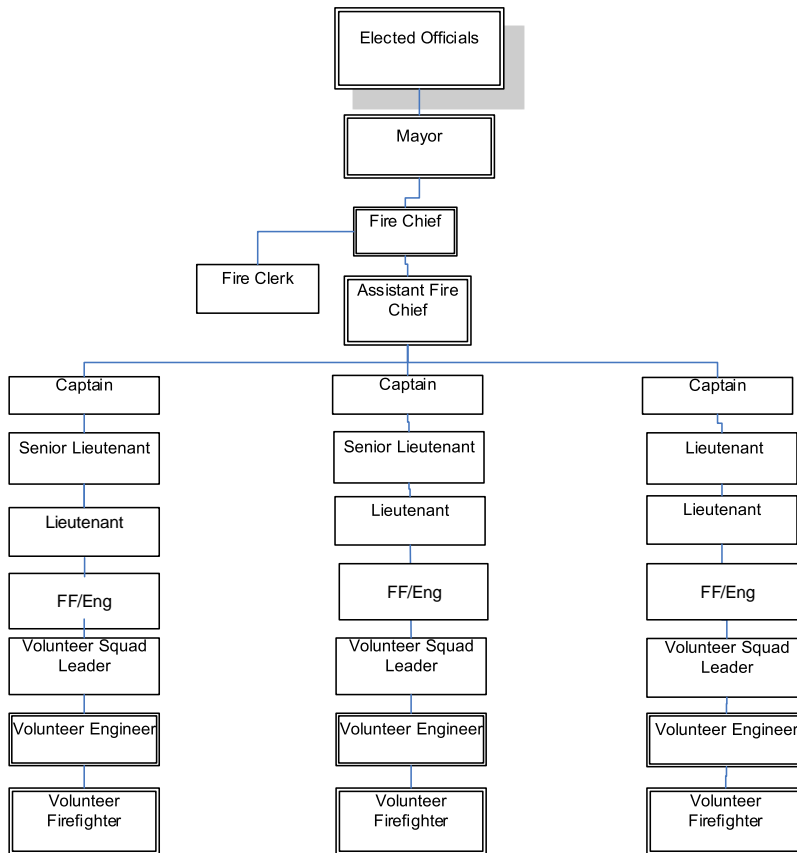
Attest:

Robin Crotty, City Clerk

SCHEDULE A-ORGANIZATIONAL CHART

**Ketchum Fire Department
Operational Chain of Command**

10/01/2017



SCHEDULE B - REGULAR WORK WEEK

Day of FLSA Cycle	1	2	3	4	5	6	7	8	9
A – SHIFT		X		X		X			
B – SHIFT	X		X					X	
C – SHIFT					X		X		X

X represents a twenty four hour shift

SCHEDULE C- SALARY RANGE

Salary range for each position without incentive pay.

Position	Base Salary Range
Firefighter/Engineer	\$41,997 to \$53,841 <u>55,456</u>
Fire Lieutenant	\$46,666 to \$59,823 <u>61,617</u>
Senior Fire Lieutenant	\$51,842 to \$66,462 <u>68,455</u>
Fire Captain	\$64,000 to \$82,052 <u>84,513</u>

Base salary assumes 2758 hours worked annually.

The following reflects the hourly rate with applicable incentive pay for Employees as of October 1, 2018.

Employee	Base Rate	Total Rate with Applicable Incentive
Captain M. Canfield	26.95 <u>27.7</u> 6	28.47 <u>29.28</u>
Captain T.F. Canfield	26.95 <u>27.7</u> 6	28.47 <u>29.28</u>
Captain Witthar	26.94 <u>27.7</u> 6	26.94 <u>27.76</u>
Sr. Lieutenant Rathfon	23.38 <u>24.08</u>	24.90 <u>25.60</u>
Sr. Lieutenant McLean	21.80 <u>22.4</u> 5	23.32 <u>23.97</u>
Lieutenant Binnie	19.04 <u>58</u>	20.53 <u>21.10</u>
Lieutenant S. Martin	19.04 <u>58</u>	20.53 <u>21.10</u>
Lieutenant Potter	18.76 <u>19.32</u>	20.28 <u>20.84</u>
Lieutenant G. Martin	18.76 <u>19.3</u> 2	18.76 <u>19.32</u>
Lieutenant O'Donnell	17.55 <u>18.0</u> 8	19.07 <u>19.60</u>
Engineer Sisko	16.75 <u>17.25</u>	17.25 <u>16.75</u>

Formatted: Left

Individual employee rates of pay may be increased in the sole discretion of the City

Administration. The Local Union will be informed of any such adjustments within seven (7) days. Union members agree that the City may share any such increase with Union leadership.

If the City provides a general wage increase to all City employees in excess of 3% during the term of this Agreement, the City will increase firefighter wages by the difference between 3% and any such general wage increase given to all other City Employees.

Formatted: Body Text, Indent: Left: 0.11", First line: 0", Right: 0.01", Line spacing: single

SCHEDULE D – MERIT INCREASES

Merit Increase Justification

1. Employee demonstrates outstanding application of the City of Ketchum internal commitment values in everything they do and demonstrates performance identified in number 2 and 3 (if applicable) below.

2. Employee consistently goes above and beyond the job description by demonstrating each of the following characteristics:

- Pitches in to help others within or outside their department without being asked
- Consistently volunteers to take on new assignments
- Is self-motivated
- Always identifying new and different ways to improve service
- Constantly improving their knowledge and expertise on their own time
- Understands how to communicate within a city structure by communicating thoughts before making assumptions, understands and verifies city direction internally before external communications occur, and delivers positive and supportive communications towards an objective once a decision has been made.
- Proactive about issues or potential problems and identifies solutions instead of just highlighting the problem
- Shows initiative
- Always has a positive attitude about the city, Mayor, Council, other departments, coworkers, and management
- Willingly supports the decisions of the city within the organization and in the community
- Enjoys taking risks and exploring new ideas
- Embraces change with a positive and productive attitude
- Takes the initiative to mentor others in the organization especially Paid-on-Call members
- Handles tough situations and pressure and shines through it
- Shows a commitment to Ketchum by consistently attending events and meetings on their own time
- Demonstrates an interest and solid understanding of the key issues taking place in Ketchum

3. Supervisory Staff

- Is on top of all department functions and makes sure staff is performing responsibilities
- Forms strong and positive relationships with other supervisors
- Is always supportive and collaborative with co-workers
- Fully understands the mayor and council's policies and direction
- Aware of budget and keeps expenses within budget.

Formatted: Body Text

Formatted: Body Text, Indent: Left: 0"

Formatted: Body Text, Line spacing: single

Formatted: Body Text, Line spacing: single, No bullets or numbering

Formatted: Body Text, Right: 0", Space Before: 0 pt, Line spacing: single, No bullets or numbering



City of Ketchum

May 20, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Consider Agreement 20351 with Ketchum Rural Fire District to Extend Contract Termination to September 30, 2019 and Provide Direction to Staff on Contract for Services with Ketchum Rural Fire District, City of Sun Valley and City of Ketchum

Recommendation and Summary

Council is being asked to act on Agreement 20351 and if in support, adopt the following motion:

I move to approve Agreement 20351

The reasons for the recommendation are as follows:

- The Agreement extends the Ketchum Rural Fire District (KRFD) contract termination until September 30, 2019.

Introduction and History

On May 14, 2019 the KRFD approved three motions:

- Authorize KRFD to contract with the City of Sun Valley effective October 1, 2019
- Extend the termination date on the existing contract with the City of Ketchum until Oct 1
- Authorize KRFD to enter into discussions with the City of Ketchum and City of Sun Valley to develop a joint contract between all agencies for fire protection services.

Analysis

The Ketchum Rural Fire District previously notified the City of Ketchum the contract between the two agencies would terminate on June 28, 2019. On May 14, 2019 the Commission voted to extend the termination date until September 30, 2019. The City of Ketchum must agree to the extension. If the City Council approves Agreement 20351, both parties agree the termination date will be extended.

Contract for Joint Services

At the May 14th KRFD meeting, the Commission also adopted a motion to pursue a joint contract between the KRFD, the City of Ketchum, and the City of Sun Valley for fire protection services. In the event a joint contract is not completed by September 30, 2019, KRFD will contract with the City of Sun Valley for fire protection services. Council is being asked to provide guidance to staff on Council support for a joint contract between all agencies, and if there is support, does Council authorize staff to work with all agencies to develop a joint contract for services.

Financial Impact

The termination of the KRFD Contract will result in the loss of \$327,851 in revenue for the Ketchum Fire Department. Options for addressing this shortfall were provided to the Council on May 2, 2019. If the Council agrees to extend the termination date, the loss of funding and mitigation options will be discussed as part of the FY 19/20 budget preparation process.

Attachment:
Agreement 20351

**AMENDMENT TO
GOVERNMENTAL FIRE SERVICES AGREEMENT**

THIS AMENDMENT TO GOVERNMENTAL FIRE SERVICES AGREEMENT ("Amendment") is made as of the last date shown below (the "Effective Date"), by the City of Ketchum, a municipal corporation (hereinafter referred to as the "City"), and Ketchum Rural Fire Protection District, a political subdivision (hereinafter referred to as the "District"). The City and the District are sometimes referred to herein as the "Parties."

RECITALS

- A. The City and the District entered into that certain Governmental Fire Services Agreement, dated November 21, 2016, (hereinafter the "Agreement"), pursuant to which the City agreed to provide staff to answer fire calls and the District agreed to pay the City for providing the staff to answer fire calls. Unless otherwise defined herein, all capitalized terms used in this Amendment, shall have the same respective meaning as given in the Agreement.
- B. On March 21, 2019 the District provided the City notice of the District's intention to terminate the Agreement effective June 28, 2019. Attached hereto as Exhibit A is a true and correct copy of the District's notice terminating the Agreement.
- C. The Parties desire to amend the Agreement on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the recitals above, which are incorporated herein, the City and the District agree as follows:

- 1. Paragraph 7. Of the Agreement. Paragraph 7. of the Fire Services Agreement stating, "this Agreement shall be in full force and effect until September 30, 2021, however any Party may terminate its participation in this Agreement prior to expiration as follows:" is deleted in its entirety and replaced with the following language:
 - A. "This Agreement shall be in full force and effect until September 30, 2019, however any Party may terminate its participation in this Agreement prior to expiration as follows:"
- 2. Termination Date for the Agreement. The Agreement will be terminated with an effective date of June 28, 2019 pursuant to the notice provided in Exhibit A attached hereto. The District and the City agree that the termination notice set forth in Exhibit A is withdrawn and that the Agreement shall terminate on September 30, 2019 under the terms set forth in this Amendment.
- 3. The remaining terms of the Agreement which are not modified by this Amendment are unchanged.

4. This Amendment may be signed in any number of counterparts, and once so executed by both Parties, each such counterpart will be deemed to be the original, but all counterparts together shall constitute but one (1) complete and binding agreement.

5. This Amendment, upon its execution by the Parties, is made an integral part of the aforementioned Agreement. In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall control in all respects.

IN WITNESS WHEREOF, the Parties have executed and delivered this Second Amendment as of the date last shown below.

DISTRICT:

CITY:

DATED this 14 day of May, 2019.


DATED this ___ day of _____, 2019.

By: 
Jed Gray, Chairman
Board of Fire Commissioners

By: _____
Neil Bradshaw, Mayor

ATTEST:

ATTEST:

By: 
Terri Duquette, Fire Clerk

By: _____
Robin Crotty, City Clerk

LUBOVISKI, WYGLE, FALLOWFIELD & RITZAU, P.A.
ATTORNEYS AT LAW

SUITE 205 - THE STATION
460 SUN VALLEY ROAD
P.O. BOX 1172
KETCHUM, IDAHO 83340-1172
(208) 726-8219
FAX (208) 726-3750
www.lwflaw.com

BARRY J. LUBOVISKI of counsel
JANET C. WYGLE of counsel
ROBERT I. FALLOWFIELD
rfallowfield@lwflaw.com
LEE P. RITZAU
lritzau@lwflaw.com

March 21, 2019

Mayor Neil Bradshaw
P.O. Box 2315
Ketchum, ID 83340

Via Personal Service

RE: *Government Fire Services Agreement*

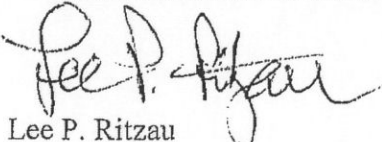
Dear Mayor Bradshaw:

I represent the Ketchum Rural Fire Protection District (hereinafter "District"). Pursuant to a resolution passed by the District on March 21, 2019, please let this letter serve as the District's notice of its intention to terminate its participation in the Governmental Fire Services Agreement dated November 21, 2016 between the District and the City of Ketchum. The District is terminating the Governmental Fire Services Agreement pursuant to paragraph 7.a of that agreement, and the termination is effective June 28, 2019.

For your convenience I am attaching a copy of the resolution passed by the District regarding this matter. Thank you for your assistance. Please contact me should you have any questions.

Sincerely,

LUBOVISKI, WYGLE,
FALLOWFIELD & RITZAU, P.A.


Lee P. Ritzau

enclosure
cc: Ketchum Rural Fire Protection District

EXHIBIT
A

KETCHUM RURAL FIRE PROTECTION DISTRICT RESOLUTION NO. 1

WHEREAS, the Ketchum Rural Fire Protection District (hereinafter "KRFPD") is a Fire Protection District organized and existing pursuant to title 31, chapter 14 of the Idaho Code;

WHEREAS, the KRFPD entered into a Governmental Fire Service Agreement dated November 21, 2016 ("Agreement") with the City of Ketchum, Idaho, (hereinafter "Ketchum") which requires that Ketchum provide governmental services for fire protection, i.e. labor, staff, and/or employees, and the KRFPD pay for the labor, staff and/or employees provided by Ketchum; and

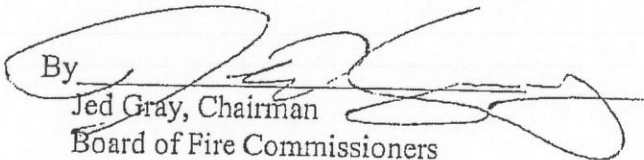
WHEREAS, the Agreement provides for its termination by either KRFPD or Ketchum serving the other party with its written notice of its intention to terminate its participation in the Agreement 90 days prior to the termination of the Agreement; and

WHEREAS, the KRFPD has determined that it is in the KRFPD's best interest to terminate the Agreement with Ketchum.

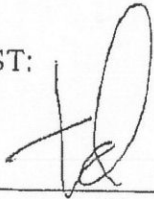
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE KRFPD, that the KRFPD approves the attached letter to Ketchum and that, Lee Ritzau, the attorney for the KRFPD, is authorized to execute said letter.

Passed this 21 day of March, 2019.

By


Jed Gray, Chairman
Board of Fire Commissioners

ATTEST:



Terri Duquette, Fire Clerk



City of Ketchum

May 20, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Receive Update, Take Action and Provide Direction on Ketchum Sustainability Advisory Committee Recommendations

Recommendation and Summary

The Ketchum Sustainability Advisory Committee (KSAC) will be providing an update to the City Council on sustainability efforts outlined in Attachment A and is requesting the City Council act on the following items:

Action Items

1. Approval of the 2019 proposed long-term vision and goals and action plan for conservation of energy, water and natural resources in the City of Ketchum (Attachment B)
2. Approval of resolution 19-013 to prohibit single use plastic water bottles, plastic straws, plastic bags, or to-go food containers made of plastic or Styrofoam and encourage the use of biodegradable food and beverage containers at all city-owned properties, city owned facilities and city events (Attachment C)
3. Approval to extend Contract 20187 until September 30, 2019 with Open Spaces Northwest (Sharon Patterson Grant) to assist with sustainability efforts (Attachment D)

Direction to Staff

The Committee is asking Council provide direction to staff to implement the following:

1. Proposed modifications to the City purchasing procedures (Attachment E)
2. Proposed modifications to the City special event guidelines (Attachment F)
3. Proposed municipal operations procedures (Attachment G)
4. Proposed modifications to city building codes related to on-site construction waste recycling (Attachment H)

Contract 20187 expires the end of May 2019 and amount paid will be \$15,000. In the event the Council extends the contract until September 30, 2019, the additional amount will total \$5,000. Funding is available in the FY 18/19 budget in the capital improvement fund for the energy work program. The additional funding may reduce the amount available for energy retrofits within city facilities.

Resolution 19-013

In 2015 the City Council adopted Resolution 15-020 to prohibit the sale and distribution of single use plastic water bottles in City properties, facilities and events. KSAC is recommending the City Council expand that prohibitions to include plastic straws, plastic bags, or to-go food containers made of plastic or Styrofoam and encourage the use of biodegradable food and beverage containers at all city-owned properties, city owned facilities and city events.

Financial Impact

Some of the recommendations in 2019 Action Plan will have a financial impact and require additional funding. In the event the Council approves the proposed actions, staff will provide Council with the cost analysis as part of the FY 19/20 budget process.

Attachments

Attachment A: Update of Sustainability Efforts by KSAC

Attachment B: 2019 proposed long-term vision and goals and action plan for conservation of energy, water and natural resources in the City of Ketchum

Attachment C: Resolution 19-013

Attachment D: Contract 20187

Attachment E: Proposed modifications to the City purchasing procedures

Attachment F: Proposed modifications to the City special event guidelines

Attachment G: Proposed municipal operations procedures

Attachment H: Proposed modifications to city building codes related to on-site construction waste recycling

KSAC Agenda for City Council on May 20, 2019

Action Items

1. Approval of Proposed Long-Term Vision and Goals for Conservation of Energy, Water and Natural Resources.
2. Approval of 2019 action plan.
3. Approval of an amended Resolution 15-020 about expanding the types of single-use plastics not allowed at City events.
4. Approval of contract extension for Sustainability Contractor.

Discussion Items

1. Update on IFB Responses – notice of OEMR cost sharing
2. Update on request from staff to allocate funds from the building maintenance fund for smart power strips for all offices and to replace the inefficient fridge at Parks and Rec, model CTXGAZ using 697 kWh per year with an ENERGY STAR model.
3. Update on KSAC support for new, reliable and resilient back-up power for the Northwood Pump Station.
4. Update on proposed edits to the following procedures and guidelines:
 - a. City of Ketchum Purchasing Procedures
 - b. City of Ketchum Procedures and Guidelines for Special Events
5. Update on new Municipal Operations Procedures.
6. Update on guide for jobsite recycling to be distributed with permits and a plan to amend commercial building codes to require jobsite recycling.
7. Update on future budget request and collaborative effort for pilot recycling containers and signage for Atkinson Park.
8. Update on future budget request for e-waste containers and signage for Fair on the Square.
9. Update on future budget request to host spring and fall collection events for composting yard waste.
10. Update on research to analyze feasibility of LEED certification and net zero design for the new fire station.
11. Update on energy modeling program to be strategic about renovating the new City Hall.
12. Update on communication and outreach efforts:
 - a. New messaging for water utility bills started in February.
 - b. New section for sustainability in Word on the Street started in April.
 - c. Content for a sustainability section for the new City website was submitted in April.

Ketchum Sustainability Action Plan – 2019

Leading by Example in Environmental Stewardship and Conservation



The City of Ketchum developed a comprehensive sustainability plan to **lead by example** in their own operations, inspire the community and outline long-term targets towards a resilient future. Annual action plans will be developed to outline steps to be taken towards these targets.

The City strives to be vibrant, connected, sustainable and safe. **Sustainability is essential to the vitality and resilience of our community.** To achieve greater resilience, the City is focusing efforts in three categories: **energy, water and waste.**

The Ketchum Sustainability Advisory Committee (KSAC) is providing guidance for this initiative. Members of KSAC include Rebecca Bundy, Courtney Hamilton and Betsy Mizell. And, Katrin Sharp will be the staff liaison for this initiative.

The City has set sustainability goals, engaged stakeholders, established benchmarking to track performance, researched best practices and trends, and analyzed policies to develop a near-term and long-term sustainability strategy based on the professional advice of Sharon Grant, Open Spaces NW.

In addition, the City is committed to **transparency** and will report on performance related to sustainability goals to staff and the community via the City website and the “Word on the Street” newsletter as well as maximize communication through utility bills.

Energy



Long-Term Energy Targets

1. Align with the 2030 Challenge and upgrade existing municipal buildings towards a 50% reduction in energy use by 2030 compared to a 2007 baseline and ensure new buildings are carbon neutral by 2030
2. Ensure critical loads are met with resilient sources of energy by 2030
3. Eliminate emissions from municipal vehicles by 2030

2019 Energy Goals – to be completed by December 31, 2019

Maximize Building Efficiency	Goal
Municipal Buildings	Upgrade all interior and exterior lighting fixtures to LED
	Install occupancy sensors in all relevant spaces such as bathrooms, storage and mechanical spaces
	Replace the AC and baseboard heating with min-split heat pumps in the streets warehouse #1
	Implement standard operational procedures across municipal buildings
	Be strategic about the upcoming new City Hall renovation and pursue Foundational Services funding from Idaho Power funding through the Integrated Design Lab to do studies and modeling
	Upgrade the roof insulation, repair/upgrade exhaust fans and replace the inefficient fridge in the Atkinson Park Building
	Purchase smart power strips for each office/desk
Water and Wastewater Treatment	Replace standard V-belts with notched belts
	Install destratification fans
	Replace electric space heaters with mini-split heaters
	Pursue support from BSU to evaluate options for reliable, resilient back-up power at the Northwood pumping station
Codes and Standards / Incentives	Adopt the 2015 ICC codes for commercial buildings (if the goal is to align with other jurisdictions) or 2018 ICC if Ketchum aims to be a leader
	Focus on enforcement of the building codes, especially those related to energy, water and waste conservation
	Lead by example on the new fire station and obtain LEED Silver certification to respect the requirement of citizens to achieve LEED or NGBS certification to achieve overall energy, water and waste conservation
Disclosure Ordinance	Evaluate strategies for introducing a voluntary disclosure ordinance for local commercial buildings
Decarbonize Energy Supply	Goal

Decarbonize Buildings	Design the new fire station and city hall to be all-electric (no gas)
-----------------------	---

Critical Load Resilience	Goal
Critical Load Resilience	Set an example with the new fire station and design to net zero

Transportation	Goal
Municipal Vehicles	Develop a strategy for converting feasible municipal automobiles to EV or hybrid vehicles or electric bikes to establish steps towards zero-emission vehicles
Street Lights	Upgrade all street lights to LED
Public Transportation	Continue to support Mountain Rides with financial contributions and incentives for staff
Parking	Evaluate offering an incentive to offset parking if someone uses bike share, car share or public transportation
EV Charging Station	Continue to evaluate ways to support Blaine County in pursuing a Level 3 fast-charging station, possibly through http://www.deq.idaho.gov/air-quality/vw-diesel-settlement/ which offsets 80% of the costs, that aligns with the siting of the Idaho Power statewide map
Vehicle Sharing	Consider ways to encourage more Uber/Lyft drivers in Ketchum and ways to encourage greater ridership
Bike Sharing	Continue to support the bike share program
Walkability / Bikeability	Document efforts to expand network of sidewalks and bike routes and establish a plan for future expansion that focuses on 4 th Street improvements
Anti-Idling Ordinance	Enforce the current ordinance: "To keep our mountain air clean, reduce greenhouse gas emissions and help our citizens save fuel, Ketchum has a 3-minute maximum idling ordinance. Penalty: \$25"

Renewable Energy	Goal
On-site Solar, Community Solar, Wind, Micro-hydro, Biomass and Geothermal/Hot Springs	Plan for appropriate renewable energy on the new fire station and the Northwood pumping station to provide resilient back-up power for critical services
	Invest in Community Solar <i>if</i> the program by Idaho Power launches and is economically feasible

Water



Long-Term Water Targets

1. Complete upgrades to the spring line network by 2022
2. Reduce municipal water use by 40% by 2025
3. Reduce community water use by 40% by 2030

2019 Water Goals – to be completed by December 31, 2019

Responsible Water Consumption	Goal
Water Audits and Leak Detection	Implement internal inspection procedures to audit for leaks
Tiered Water Rates	Communicate tiered water rates based on quantity used by updating website and developing monthly messages for bills
High-Efficiency Indoor Fixtures	Audit and install low-flow indoor plumbing fixtures (e.g. toilets, urinals, lavatory faucets and showerheads) in all municipal facilities
High-Efficiency Irrigation	Audit all irrigation operations and upgrade with high-efficiency options, fix leaks and implement a policy to monitor municipal irrigation systems at least every 2 weeks during operating season and correct any leaks, breaks, inappropriate water use or incorrect timing (based on LEED EB+OM)
	Replace plants with drought-tolerant species and minimize turf where appropriate
	Enforce existing ordinance 587* of 10am-5pm
Water Reuse	Continue to put wastewater treatment liquid output to beneficial use (e.g. irrigation)

Aquifer and River Stewardship	Goal
Stormwater and Waste Water Pollution Prevention	Ensure 100% stormwater required to stay on site
	Support ERC in reducing dog waste that threatens river quality

* Landscape ordinance 587 “The sprinkling or watering of outdoor plantings such as grass, lawns, gardens, ground cover, shrubbery, trees or other landscaping shall be prohibited between the hours of 10:00 a.m. and 5:00 p.m. daily, during the annual time period beginning June 15 and ending September 1”.

Waste



Long-Term Waste Targets

1. Analyze converting all wastewater sludge to beneficial use by 2022
2. Eliminate single use plastic in the community by 2025
3. Become a zero-waste community by 2050

2019 Waste Goals – to be completed by December 31, 2019

Waste Diversion	Goal
Reduce	Eliminate single use plastics in municipal operations and collaborate with other jurisdictions and organizations to launch a recognition program for local businesses (no plastic bottles, bags, straws or to-go containers)
Reuse	Evaluate ways to support businesses such as the building reuse store
Recycle	Amend the commercial building code to require recycling of construction waste
	Sponsor a community event for e-waste collection
	Amend the Procedures and Guidelines for Special Events to include greater sustainability
	Work with Clear Creek to bundle trash and recycling on bills as well as implement messaging on bills to encourage waste reduction
	Install new recycling bins and signage in key locations such as Atkinsons park
	Install a central battery collection location for the community
Repurpose	Create an incentive through KIC to promote businesses that repurpose materials
Compost	Sponsor community events for yard waste collection for composting
	Evaluate feasibility of putting wastewater treatment sludge to beneficial use

Environmentally Responsible Purchasing	Goal
Environmentally Responsible Purchasing	Amend the municipal Purchasing Procedures with sustainability measures and Operational Procedures based on LEED EB+OM**
	Convert the snack service to a more local, environmentally responsible and healthy option at the Atkinson Park building

**Adopt an environmentally preferable purchasing policy based on LEED EB+OM

- Establish storage locations for recyclable materials (check existing options)
- Identify the five most purchased product categories (e.g. paper, toner cartridges, binders, batteries and desk accessories; lamps; food)
- Identify how e-waste and hazardous waste is to be disposed of

RESOLUTION 19-013

A RESOLUTION OF THE CITY COUNCIL OF KETCHUM, PROHIBITING THE SALE AND DISTRIBUTION OF SINGLE-USE PLASTIC WATER BOTTLES, PLASTIC STRAWS, PLASTIC BAGS, AND TO-GO FOOD CONTAINERS MADE OF PLASTIC OR SYROFOAM IN CITY PROPERTIES AND FACILITIES

WHEREAS, the City of Ketchum's 2014 Comprehensive Plan establishes a goal to reduce the amount of solid waste being generated by actively pursuing and supporting programs and activities that reduce the amount of waste which must go to the landfill; and

WHEREAS, the City of Ketchum's 2014 Comprehensive Plan encourages the adoption of policies emphasizing source reduction, reuse, composting, recycling, and the use of materials with recycled content; and

WHEREAS, Americans used approximately 50 billion plastic water bottles last year yet the recycling rate in United States is 23% which means 38 billion water bottles are wasted each year; and,

WHEREAS, last year the average American used 167 disposable water bottles but only recycled 38 of the bottles; and,

WHEREAS, the opportunities and availability for recycling plastics in the Wood River Valley is limited; and,

WHEREAS, the City of Ketchum's 2014 Comprehensive Plan establishes a goal to promote and support energy conservation and reduction of greenhouse gases; and,

WHEREAS, plastic is made from petroleum, and making plastic for the water bottles Americans consume uses 17 million barrels of crude oil annually which is enough to fuel 1.3 million vehicles in a year; and

WHEREAS, it takes an estimated 2000 times more energy to produce bottled water than it does to produce an equivalent amount of tap water; and,

WHEREAS, The City of Ketchum has easily accessible alternatives to bottled water, the water from the tap is safe, tastes great, and comes from local sources; and,

WHEREAS, the City of Ketchum tests municipal drinking water over 50 times per year to ensure strict compliance with the standards of the Environmental Protection Agency (EPA) and the State of Idaho; and,

WHEREAS, bottled water generally is no cleaner, safer or healthier than tap water, and,

WHEREAS, on September 21, 2015 the City Council adopted Resolution 15-020 prohibiting use of single use water bottles and the Ketchum Sustainability Advisory Committee recommends expanding the prohibition of plastics;

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Ketchum that the sale and distribution of single-use plastic water bottles, plastic straws, plastic bags or to-go food containers made of plastic or Styrofoam at all city-owned properties, city-owned facilities and city events shall be prohibited; and,

FURTHERMORE, the City Council for the City of Ketchum encourages the use of biodegradable serving plates, beverage containers, utensils, straws, bags and food containers within city-owned properties, city-owned facilities and city events.

PASSED by the City Council and **APPROVED** by the Mayor this 20th Day May 2019.

CITY OF KETCHUM, IDAHO

Neil Bradshaw
Mayor

ATTEST:

Robin Crotty
City Clerk

AMENDMENT #1 TO INDEPENDENT CONTRACTOR AGREEMENT 20187 WITH OPEN SPACES NORTHWEST

This Professional Services Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho ("City"), and Open Spaces Northwest ("Contractor") as represented by Sharon Grant LEED AP, CSBA.

RECITALS

Whereas, the City of Ketchum and the Ketchum Community Development Corporation have established a Ketchum Sustainability Advisory Committee (KSAC);

Whereas, the KSAC is in need of special expertise related to evaluation and implementation of sustainability efforts that benefit the City of Ketchum;

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

Whereas Contract 20187 became effective on May 31, 2018 and was valid for one year;

Whereas the City of Ketchum and Open Spaces Northwest desire to extend Contract 20187 until September 30, 2019 by entering into this amended Contract;

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

AGREEMENT

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

1. SCOPE OF WORK:

Contractor will provide the scope and services identified in Attachment A.

2. AMOUNT AND METHOD OF PAYMENT: The City agrees to pay Contractor for services rendered under this Agreement in accordance with the following:

Open Spaces Northwest – Strategic Energy Management (SEM) Program Development, Process Implementation and Plan - \$15,000

The following services can be considered independently from the SEM program development process implementation at plan. During the course of the project, the City will evaluate if the \$5,500 fee from NBI is for diagnostics that are considered a “virtual energy audit” and it may not be necessary to conduct virtual audits of buildings if on-site energy audits are arranged for every building in the portfolio. It is an option to consider engaging NBI to run remote diagnostics as needed up to \$5,000 rather than a package fee. The subscriptions are optional and can be decided upon later in the SEM process.

NBI – Diagnostics Software--\$5,500 (includes first year setup, analysis, and diagnostics) *this*

accounts for a 50% cost share by NBI \$2,000 per year (after first year) for optional ongoing FirstView subscription (Up to 20 buildings)

Maalka – Data QC and Visualization, Report Template, Custom Report Template (Energy, Water, Carbon): \$7,000

Maalka Annual Subscription: \$2,500 (Up to 20 buildings)

All invoices shall be paid by the City within sixty (60) days of receipt of proper invoice unless no funds are available, then as soon as funds become available. Uncontested invoices paid after sixty days may be subject to the statutory rate of interest pursuant to Idaho Code section 67-2302.

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

3. RIGHT OF CONTROL: The City agrees that it will have no right to control or direct the details, manner, or means by which Contractor accomplishes the results of the services performed hereunder. Contractor has no obligation to work any particular hours or days or any particular number of hours or days. Contractor agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement. Contractor agrees to coordinate project schedules and respective commencements and deadlines with the Mayor, City Administrator and other City employees or contractors as otherwise directed by the City.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.

5. RECORDS ACCESS AND AUDITS: Contractor shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by the City representatives for three (3) years after final payment. Copies shall be made available to the city upon request.

6. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is solely responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law.

7. LICENSES AND LAW: Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Contractor further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.

- 8. FRINGE BENEFITS:** Because Contractor is engaged in its own independently established business, Contractor is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.
- 9. WORKER'S COMPENSATION:** Contractor shall maintain in full force and effect worker's compensation and employer's liability insurance for Contractor and any agents, employees, and staff that Contractor may employ, and provide proof to the City of such coverage or that such worker's compensation insurance is not required under the circumstances.
- 10. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES:** Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.
- 11. PROPRIETARY RIGHTS:** All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.
- 12. CONFIDENTIALITY:** Contractor agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents unless and until the City signifies its written approval that such work product may be published as final work product subject to the public records laws of the state of Idaho. The City reserves the right to distribute the final work product as it sees fit provided that Contractor may use final reports as approved and adopted by the Ketchum City Council in the marketing of its firm.
- 13. TERM OF AGREEMENT:** This Agreement commenced on May 31, 2018 and shall be effective until September 30, 2019 unless terminated by either party as set forth in this Agreement.
- 15. ENTIRE AGREEMENT:** This Agreement, along with any and all exhibits and appendix attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- 16. GENERAL ADMINISTRATION AND MANAGEMENT:** The Mayor and the City Administrator or his/her designee shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.
- 17. CHANGES:** The City reserves the right to make changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease in Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.
- 18. AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both the City and Contractor.
- 19. ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that Contractor shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of the City.

20. TERMINATION OF AGREEMENT:

1. **FOR CAUSE DUE TO BREACH:** If Contractor shall fail to fulfill its obligations in compliance with the scope of work or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

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

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

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

To CITY: City Administrator
City of Ketchum PO Box 2315
Ketchum, ID 83340

To CONTRACTOR: Sharon Grant, LEED AP, CSBA
Open Spaces NW
P.O. Box 6205 Ketchum ID, 83340

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

23. STANDARD OF SERVICE: Contractor shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Contractor makes no other warranty either

expressed or implied.

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

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

City of Ketchum
Attn: City Administrator
PO Box 2315
Ketchum, ID 83340

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

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

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

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

30. EFFECTIVE DATE: The effective date of this Agreement shall be May 31, 2018.

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

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

33. MISCELLANEOUS: Contractor has not been retained to supervise, direct, or have control over any contractor's work. Contractor specifically does not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s)

for safety precautions and programs to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to contractor(s) furnishing and performing their work. Accordingly, Contractor can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for the failure of contractor(s) to furnish and perform their work in accordance with the contract documents.

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

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

CITY OF KETCHUM

CONTRACTOR

By: _____
Neil Bradshaw
Mayor

By: _____
Sharon Grant

DATE: _____

DATE: _____

ATTEST:

By: _____
Robin Crotty
City Clerk

DATE: _____

Attachment A
Scope of Work and Timeframe

June 2018 – October 2019

2018 – Ketchum Leading by Example

2Q-4Q 2018

- Outline a plan with goals for the Ketchum SEM process
- Establish benchmarking of energy, water and waste for municipal operations
- Form an internal sustainability team and champion
- Host a community workshop on sustainability
- Apply for leading by example grants for energy audits of municipal buildings

4Q 2018

- Present diagnostics
- Prioritization of buildings and projects
- Incorporate critical loads analysis, renewable energy and geothermal potential
- Develop SEMP
- Establish ongoing monitoring and reporting of performance
- Assist with the implementation of RFPs, standards, codes and policies

2019 – Implementation and Engaging the Community

1Q-4Q 2019

- Develop a broader sustainability plan that expands beyond municipal energy, water and waste to include community-wide metrics such as transportation
- Develop an outreach strategy to engage the community in disclosing energy, water and waste
- Develop strategy to engage other jurisdictions in the Wood River Valley
- Launch an annual sustainability report for Ketchum

Information and Resources required by the City of Ketchum

- Commit to an internal staff member as Sustainability Champion.
- Support the formation of a Sustainability Team.
- Support the formation of a Citizen Advisory Group.
- Host a workshop to gather community input on sustainability.
- Share energy and water use and waste history from the baseline year to current.
- Identify an internal staff member who can take over entering energy and water use data into PM after the energy intern leaves, and waste tracking.
- Provide access to facilities for targeted field analysis.
- Assist with applications for grants or incentives.
- Commit to disclosing energy and water use and waste.
- Identify resources for staff to maintain ongoing tracking of upgrades and regular reporting (Maalka offers a software that can automate reporting, there is a fee for this).

Identification of Team Members, Their Responsibilities and Tasks

Sharon Grant, Open Spaces NW – Lead Project Manager

- Engagement – liaison with City of Ketchum and the Citizen Advisory Group, assist with workshop
- Goal Setting – define vision and interim SMART goals
- Benchmarking – define baseline and metrics, assist the City with developing a process to maintain this
- Diagnostics – present results to City, develop master list of prioritized buildings and projects
- Targeted Field Analysis – coordinate leading by example applications, requests for submetering, deeper energy audit applications
- Plan Development – draft roadmap for SEM process for City of Ketchum
- Implementation – assist with RFPs for upgrades, establish operational policies and renovation and

new construction standards for municipal buildings

- Ongoing Monitoring – develop a process for tracking performance, upgrades, communicating results
- Project administration and invoicing

Ken Baker, Open Spaces NW – Technical Coordinator

- Implementation – technical advice on RFPs, upgrades, policies and standards

Alexi Miller and Kevin Carbonnier, New Buildings Institute – Data Analysts

- Remote Facility Diagnostics – produce FirstView individual building reports, portfolio graphs, and participate in prioritization process to identify top candidates for targeted field analysis, deep energy retrofits and zero energy retrofits

Rimas Gulbinas, Maalka – Data QC and Visualization

- Benchmarking – run PM data through QC
- Diagnostics – process PM data through FirstView software
- Ongoing Monitoring – create a template for reporting performance, present options for data visualization

H. PROFESSIONAL SERVICES

- Follow process identified in Item B above or Idaho Code 67-2806A.

I. COMMITMENT TO CONSERVING ENERGY, WATER AND NATURAL RESOURCES

- It is encouraged to minimize consumption of new resources whenever possible, but when new products are needed then the following standards shall be followed:
 - Office equipment and appliances shall be ENERGY STAR.
 - Light bulbs shall be LED.
 - HVAC equipment shall be sized properly and be high-efficiency. Purchasing decisions shall be based on ROI not just first cost. In addition, load reduction measures shall be implemented prior to equipment replacement when possible.
 - Vehicles shall be low emission such as hybrid or electric vehicle as appropriate vehicles are available in the market.
 - Indoor plumbing fixtures shall be low-flow and WaterSense certified.
 - Indoor finishes shall be low emission -- specifically paints, primers and coatings; adhesives and sealants; flooring; composite wood and ceiling tiles. Reliable standards include Green Seal, SCAQMD, GreenGuard, and CRI Green Label Plus.
 - It is encouraged to source products locally, within 500 miles, when possible.
 - It is encouraged to source products with a minimum of 50% recycled content when possible.
 - It is encouraged to choose durable products that last.
 - Single-use plastics are prohibited in municipal operations. This includes plastic water bottles, straws, bags and food containers.

J. EXCLUSIONS

Formatted

Formatted: List Paragraph, Bulleted + Level: 2 + Aligned at: 0.75" + Indent at: 1"



City of Ketchum

Procedures and Guidelines for Special Events

GENERAL INFORMATION APPLYING TO ALL EVENTS

Special Event: The temporary use of public property, including streets, parking lots, parks and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walk-a-thons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking or disruption of the normal routine of the community or affected neighborhood. (Ord. 1131, 2015)

Your event application is due ten (10) days prior to the event if you are a small event; thirty (30) days prior if you are a street party or medium event; and sixty (60) days prior if you are a large event.

Please ensure that your Special Event Application has been approved by the City before you promote, market or advertise your event. Conditional approval may be made after the event organizer submits the application and it is initially screened by City staff. Acceptance of your Special Event Application is neither a guarantee of the date or location nor an automatic approval of your event.

Medium and large events should plan to have a pre-application meeting with the City. It is recommended that all events do a walk-through with Special Event Coordinator prior to submission of application.

Ketchum Town Square: The following criteria applies to Town Square events between Fourth of July and Labor Day weekends. All Town Square events are subject to City of Ketchum approval.

- Exhibition Event Free for Public Enjoyment
- Not Alcohol-Centric
- No Street Closure
- Family Friendly
- One-Day Event
- Low Impact
- Commercial Sales not Primary Purpose of Event
- Be as "green" as possible for our environment

Smoking is prohibited in the following outdoor public places: (Ord. 1105, 2013)

- On any "public property"
- Within twenty (20') feet of all designated bus stops
- On all school property, including public and private elementary, secondary, vocational, and trade schools or colleges
- Within any designated "special event zone," unless the "special event zone" has a designated and delineated smoking area identified in an approved Ketchum special event permit application

All events are required to attend a debrief with City staff within five (5) days following the event.

Application and road closure fees are non-refundable.

Any violation of the conditions of approval for an event, or the event not operating in the manner identified in the event application, may result in the event being canceled or shut down. In addition, if the event is a reoccurring event, future application may be denied. (Ord. 1131, 2015)

HAVE YOU READ THE GUIDELINES?

Please read the guidelines before you begin to fill out your application. Make a list and contact Special Event Coordinator with your questions. Answering them ahead of time will result in a smoother process and faster approval.

Special Event Information
lenourato@ketchumidaho.org
208.727.5089

WHAT SIZE IS YOUR EVENT?

Please select the correct event category. Medium and large events should plan to have a pre-application meeting with the City.

Street Party: A special event that requires a one-block street closure, no more than 6-hour road closure, is a single occurrence with anticipated attendance under three hundred (300) people, is self-organized by a local Ketchum organization, its publicity is focused on Wood River Valley residents and businesses, and a limited number of vendors (1 food, 1 beverage, 1 merchandise).

Small Event: Special events that do not require a street closure, are a single occurrence, and have an anticipated attendance under one hundred (100) people.

Medium Event: Special events that require a street closure of one day or less; or have an anticipated attendance between one hundred (100) and four hundred (400) people; or a weekly event that takes place up to, but not more than, four (4) consecutive weeks.

Large Event: Special events requiring a street closure of more than one day; or have an anticipated attendance over four hundred (400) people; or a weekly event that takes place more than four (4) consecutive weeks.

GENERAL INFORMATION

Please provide a detailed narrative and timeline, including a description of activities to understand the theme, activities, purpose and benefit of your event to the community.

Applicant should provide a good faith estimate of expected number of participants.

An alternate location should be listed if your event cannot be accommodated at your requested location.

If fees are associated with your event, such as registration or entry fees, you must obtain a sales tax permit. Permit applications can be accessed at www.ketchumidaho.org/applications or at the Ketchum City Clerk office.

EVENT COORDINATION

Visit Sun Valley manages the event schedule for the City of Ketchum and its neighboring cities. Please contact them and make the City aware of events on or around the date of your proposed event.

EVENT SCHEDULE

Provide the date and time requested to set up and breakdown your event along with the date/time during which the event will take place.

APPLICANT INFORMATION

The applicant must be the chief person of the organization or an assigned representative authorized to apply on behalf of the organization and plan the event. This person must be available to work closely with the Special Event Coordinator throughout the permitting process and event.

On-site contact must be accessible at all times from set-up to breakdown of the event.

If your event has more than one contact, in addition to the applicant, please list their information under "Other Contact."

USE OF CITY FACILITIES, PARKS AND STREETS

If you are requesting the use of a public park, the Special Event Coordinator will assist with your park reservation.

The applicant will be responsible for production, posting and removal of signage required by the City of Ketchum, such as "No Parking," etc.

As an event organizer you are required to comply with all City, County, State and Federal Disability Access requirements applicable to your event. All temporary venues, related structures and outdoor sites for special events shall be accessible to persons with disabilities. Disability access includes but is not limited to, restrooms, clear paths of travel, vendor booth accessibility, building entrances, etc. Suggested layouts for Ketchum Town Square and Forest Service Park that meet accessibility and fire regulations are available from the City.

If your event includes a road closure request, please contact Mountain Rides at 208-788-7433 ext. 106 **prior to submittal of application** to ensure the closure will not conflict with their bus schedules.

Temporary Traffic Control Plans (TTCP) must be prepared by a qualified firm for review by the Director of Streets and Facilities.

City does not lease or loan its equipment, barriers, street cones, bleachers, signage, etc.

Event organizers are responsible for snow removal if the road closure obstructs City plowing.

If your event requires a road closure on Main Street or on Sun Valley Road, east of Main Street, please contact Deb Pierson at deb.pierson@itd.idaho.gov or 208-886-7839 for permit application.

EVENT SITE PLAN

To ensure the appropriate review of your event, please submit your site plan including all checklist elements, utilizing indicators listed on application. Omission of any checklist elements constitutes an incomplete application. Your site plan must be scaled to accurately represent the location of ALL tents, vendors, etc. For events that have a route, such as races, please include a route map.

Site plan locations of all temporary structures and large vehicles must be approved by the City. Written approval is required for obstructions to visibility and access to businesses and property owners surrounding the event.

Fire hydrants, sidewalk curb breaks used for ADA accessibility and alley entrances may not be blocked at any time.

City review of your load-in, load-out schedule for all vendors, equipment, etc. is required.

TEMPORARY STRUCTURES

All temporary structures are subject to inspection by the city to assure compliance with building and International Fire Code regulations. (Ord. 1125, 2014)

Tent stakes are not allowed in any City parks, including Town Square.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides.

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment.

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines.

Tents must meet the flame propagation performance criteria of NFPA 701.

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly.

All open flame devices are strictly prohibited within tents unless approved by the fire code official.

Any cooking performed within tents shall require advance approval by the Fire Department.

TRANSPORTATION AND PARKING

Parking for event organizers, volunteers, vendors and others associated with the production of the event is restricted to long-term parking areas and may not use 2-hour parking spaces.

Attendees will be encouraged to walk, bike or take public transportation to and from the event. Public transportation schedules can be found at <https://www.mountainrides.org/>.

Commented [SG1]: Can we recommend that the Streets Dept can be contacted for portable bike racks? KSAC also discussed a proposal to purchase more bike racks to park at select locations such as Ketchum Alive events all summer.

CITY SERVICES REQUESTS

All requests for City services will be managed by the Special Event Coordinator. Please let us know what you need so that we can help you find a solution.

The Chief of Police will determine the number of police officers required to staff the event. The Chief of Police also determines if police services will be needed at a special event for public safety concerns.

The Fire Chief will determine availability and approval of Fire Department requests. The Fire Chief also determines if Fire/EMS services will be needed at a special event for public safety concerns.

The Facilities and Maintenance Division can assist with portable toilets, trash disposal, [recycling](#), electrical and water needs.

ELECTRICITY, MUSIC AMPLIFICATION AND LICENSING

Electricity is available at most designated event locations. The Facilities and Maintenance Division can assist with your electrical needs. Please request a walk-through to ensure the City can accommodate your needs.

Noise generated by special events must meet the conditions outlined in the Ketchum municipal code, section 9, chapter 08.040, Loud or Unnecessary Noises.

Zone	10 p.m. to 7:30 a.m.	7:30 a.m. to 7 p.m.	7 p.m. to 10 p.m.
LR, LR-1, LR-2, GR-L, GR-H, T, T-3000, T-4000	50 dBA	90 dBA	55 dBA
MH, STO-4, STO-1, STO-H, RU, AF, FP, A, ADU, AHO	50 dBA	90 dBA	55 dBA
CC	60 dBA	90 dBA	65 dBA

LI-1, LI-2, LI-3	70 dBA	90 dBA	75 dBA
------------------	--------	--------	--------

The City of Ketchum is licensed with three major performing rights organizations; ASCAP, BMI and SESAC. Anyone playing live or prerecorded music on Ketchum’s public property is required to pay a license fee of \$10.00 in order to be covered under Ketchum’s license. The fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that any and all music played or performed is original and free of licensing requirements.

PORTABLE RESTROOMS AND HANDWASHING

Applicant may be required to provide an adequate number of portable restrooms and handwashing stations at the event. The city’s public restrooms should not be included in the calculation. Please utilize the Satellite Industries Restroom Calculator at www.satelliteindustries.com/calculator to assist in estimating the needs for your event.

Applicant is responsible for ensuring all equipment is placed where located on site plan.

TRASH AND RECYCLING

The trash receptacles located on public property, including city parks and Town Square, and public restrooms should not be included in the waste removal plan.

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the associated costs of disposal. All designated staff and volunteers for trash and recycling management during and after your event must wear identifiable clothing, such as t-shirts of a similar color labeled event management. For assistance in estimating your dumpster and recycling needs, contact the Environmental Resource Center (recycling) and Clear Creek Disposal or Independent Rubbish Service (trash).

Applicants are responsible for cleaning during and after the event, and restoring the site immediately following the event. Please pick up all trash associated with your event including but not limited to paper, bottles, cans, signs, course markings, etc. All city trash cans must also be left empty. The cost of any employee overtime incurred because of an applicant’s failure to clean/restore the site following the event, and exceeds the applicant’s \$250 deposit, will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event, please state this in your plan.

City requires all special events to strive to be sustainable in our community and for our environment. We have partnered with ERC to offer opportunities to help your special event to be as “green” as possible. The City requires a plan for [minimizing waste and for](#) collection and removal of recyclable materials [\(e.g., aluminum and tin, glass, plastic, cardboard and paper\)](#) during and after event. Recycling receptacles located in the City’s parks and public right of ways and public restrooms should not be included in the recycling collection and removal plan. See contacts listed above for assistance in formulating your recycling plan.

Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event, please state this in your plan.

CONCESSIONS

A [resolution](#) of the City of Ketchum prohibits the sale and distribution of single-use plastic water bottles, [plastic straws, plastic bags or to-go food containers made of plastic or Styrofoam](#) on city properties and facilities. Applicant is responsible to ensure vendors do not distribute single-use plastic water bottles on City property.

Commented [SG2]: Amendments have been proposed to resolutions 15-020.

Applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID’s must be checked, and ID bracelet system may be required.

Sales tax permits are required for all vendor sales. Catering permits are required for sales of food and alcoholic beverages. These permits are not included in the special event application. Permit applications can be accessed at www.ketchumidaho.org/applications or from the City Clerk office at City Hall. The City encourages the use of local businesses and the sourcing of local food (harvested within 100 miles) for catering.

Please contact South Central Public Health District at 208-788-4335 information on requirements for food vendors.

BANNERS

A street banner request is not part of the special event application. Applications can be accessed at www.ketchumidaho.org/applications or from the City Clerk office at City Hall.

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

City of Ketchum will handle notification for all events.

INSURANCE REQUIREMENTS

Proof of insurance must be included with application.

HAVE YOU ATTACHED OR OBTAINED THE FOLLOWING?

<input type="checkbox"/> Payment & Deposit	<input type="checkbox"/> Proof of Insurance	<input type="checkbox"/> Temporary Traffic Control Plan
<input type="checkbox"/> Site Plan	<input type="checkbox"/> ITD Permit	<input type="checkbox"/> Alcohol Beverage Catering Permit
<input type="checkbox"/> City Sales Tax Permit	<input type="checkbox"/> Notification Form	<input type="checkbox"/> Health Department Permit
<input type="checkbox"/> Vendor List	<input type="checkbox"/> Music License	<input type="checkbox"/> Other

AUTHORIZATION OF APPLICANT

Please sign application.

LICENSE FEES

All fees must be submitted with final application. Your deposit of \$250 will be returned at debrief meeting if all conditions to the approval of your event have been met.

INDEMNIFICATION AGREEMENT

Please sign in the presence of a Notary. For your convenience, the Special Event Coordinator is a Notary.

City of Ketchum Operational Procedures for Municipal Buildings – *to be reviewed with staff*

Energy

- Occupied Temperatures: 74°F (summer) and 69°F (winter) – possibly consider down to 68°F
- Unoccupied Temperatures: 80°F (summer) and 55°F (winter)
- Adjustment periods for temperature changes
- Dress in appropriate clothing
- Adjust blinds for sunlight and heat gain
- Opening of windows only when outside temps allow
- Fan of less than 8” allowed when needed
- 100W Foot warmer from facilities, NO space heaters
- Any new appliances or equipment shall be ENERGY STAR

Plug Loads

- Computers, printers and misc. office equipment shall use energy saving settings
- Computers, printers and misc. office equipment will be turned off when not in use, especially at night – or smart power strips installed
- Refrigerators must ensure adequate airflow and coils shall be cleaned annually to maintain efficiency
- Refrigerators must be Energy Star rated or equivalent, and share refrigerators when feasible

Lighting

- Lighting should be turned off or reduced if there is sufficient daylight available or the area is not in use
- Task lighting should be used in place of overhead lighting where possible
- Replacement bulbs shall be LED bulbs
- Staff may request lighting be decreased if desired

Water

Indoor

- Do not let water run while brushing teeth or lathering hands
- Do not use the toilet as a waste basket
- Limit time in the shower and turn off water while lathering or shampooing
- Report leaks! For example, a leaky toilet can waste 200 gallons per day. To detect leaks in the toilet, add food coloring to the tank water

Outdoor

- Follow WaterSense guidelines for outdoor water use, e.g. plant native or drought-tolerant species, use mulch around trees and plant beds, install WaterSense labeled weather-based irrigation controllers or consider irrigation controllers with rain or soil moisture sensors, use drip irrigation to water plant beds, etc. <https://www.epa.gov/watersense/commercial-buildings>
- Follow City ordinance for irrigation <http://www.ketchumidaho.org/documentcenter/view/1339>

Waste

- Reduce – reduce use of materials such as paper and plastic and recycle what remains
- Reuse – choose durable products
- Recycle – collect and recycle cardboard, copy paper, metal and plastic; source products with a minimum of 50% recycled content when possible

Proposed Amendment to the Ketchum Commercial Building Codes:

Construction waste recycling: Separate recycling containers shall be provided for cardboard, metal, plastic and clean wood waste. The Southern Idaho Regional Solid Waste District (SISW) accepts yard waste and untreated wood waste, as defined below. Untreated wood waste does not contain metal*, plastics, chemicals, or other wood treatments. Any questions about what is acceptable should be directed to SISW at 208.432.9082.

*Metal nails are acceptable in wood, but brackets, hardware and bolts are unacceptable.

<u>Acceptable</u>		<u>Unacceptable</u>
<u>Yard Waste:</u>	<u>Untreated Wood Waste:</u>	<u>Treated/Contaminated Wood Waste:</u>
Tree trunks and limbs	Untreated dimensional lumber	Wood with any metal attachments (except nails are ok)
Bark	Untreated wood fencing	Wood treated with Chemicals, Glue, Paint or Varnish
Bushes, Shrubs	Untreated wood pallets	Noxious Weeds, Grass or Leaves
Christmas trees with NO lights, decorations, tinsel, stands (Clean trees)	Untreated wood poles	Particleboard, Plywood, Doors, Wood Siding



City of Ketchum

May 20, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Authorize Purchase of New Vehicle for the Ketchum Police Department

Introduction and History

The Ketchum Police Department is requesting replacement of an existing patrol vehicle. Since the vehicles are the property of the City of Ketchum, Council approval is requested.

Summary of Request

Due to the age and condition of one of the existing patrol vehicles, a 2013 Ford Expedition, I am requesting the City replace the vehicle with a 2019 Chevy Tahoe. The vehicle is 6 years old with 85,186 miles on it. Patrol miles within city limits are often driven at low speeds, making quick turns, accelerations, frequent stops, and large amounts of idling hours to maintain power to the vehicle's emergency equipment and electronics. The Sheriff's vehicle replacement plan recommends vehicle replacement when the vehicle mileage is between 80,000 and 100,000 miles (depending on vehicle condition) to maintain reliability. Our experience with Ford Expeditions has shown us that maintenance costs go up dramatically after 80K miles; the last Expedition we replaced would have required a new engine at 87,000 miles.

The total cost of the new vehicle will not exceed \$53,000.00 (fifty-three thousand dollars). This includes upfitting and graphics. We will reuse as much equipment from the old vehicle as possible which will further reduce the cost of the new vehicle.

Should the Council approve the purchase, it will take approximately three months before the vehicle is delivered. Disposition of the existing vehicle is currently under review.

Financial Impact

Funding for the vehicle and equipment installation will come from the KPD Trust Fund in FY 20. Currently there is \$253,992 available in the Trust Fund. Of this balance, \$100,000 has historically been retained by the County.

Recommendation and Motion

I recommend approval of the purchase of a 2019 Chevy Tahoe for the Ketchum Police Department.

Sincerely,
David R. Kassner
Chief Ketchum Police Division
Blaine County Sheriff's Office



City of Ketchum

May 20, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Provide Direction on Ebike and Motorized Vehicle Regulations for Ketchum Pathways and Streets

Recommendation and Summary

Staff is requesting Council direction on the proposed regulations for ebikes and other motorized vehicles on the bike paths and streets in Ketchum. Once direction is provided, staff will return with an ordinance for first reading on June 3, 2019.

Introduction and History

Ebikes and other motorized vehicles are a form of transportation for residents and visitors. Currently, ebikes and other motorized vehicles are prohibited on the bike paths in Ketchum. To allow such vehicles, the Ketchum Municipal Code must be amended. Attachment A outlines recommended modifications to the Ketchum Municipal Code.

Analysis

The bike path from Saddle Road north that is adjacent to the Northwood and Beaver Springs neighborhoods exists via a recorded easement between the City and the neighborhood organizations. The portion of the bike path between Warm Springs Road and 10th Street also exists via an easement. The Warm Springs Road bike path also exists via multiple easements with property owners. These easements do not allow use of motorized vehicles on those portions of the bike path. To address this issue, the proposed regulations require ebike and other users of motorized vehicles to comply with easement requirements. The City will initiate discussions with the easement holders to modify the easements to be consistent with the new regulations.

The City of Sun Valley has adopted standards to allow ebikes and other motorized vehicles on Sun Valley pathways (Attachment B). Blaine County Recreation District (BCRD) has also adopted a resolution outlining recommendation for ebikes and other motorized vehicles (Attachment C). The proposed regulations for Ketchum reflect the BCRD recommendations.

Currently the Ketchum Municipal Code regulates bicycles in two sections of the Code. The proposed regulations place all the regulations in one place.

Pathway Speed Limits

Staff is requesting Council direction on bike path speed limits. Currently, the posted bike path speed limit from the south city limit to north city limit is 15 miles per hour. The speed limit is marked on the path and on signs along the path. The speed limit on the Warm Springs bike path is 10 miles per hour due to the width and multiple users of the path. The speed limit is marked on the path. The Police Chief has requested the speed

limits be retained. Others have suggested the speed limits be removed. Staff is seeking Council direction on removal or retention of the bike path speed limits.

Financial Impact

There is no budget impact at this time.

Attachments:

Attachment A: Redlined version of Proposed modifications to the Ketchum Municipal Code

Attachment B: City of Sun Valley ebike and motorized vehicle regulations

Attachment C: BCRD Resolution on ebike and motorized vehicle regulations

Chapter 12.28
CITY PARKS **AND CAMPING**
AND PATHWAYS

12.28.010: CAMPING IN VEHICLES OVERNIGHT WITHIN THE CITY LIMITS

It is unlawful for any person to occupy any vehicle upon any city street, alley, way or other public area if the purpose for such occupation is the use of the vehicle as a permanent or temporary residence.

12.28.020: CAMPING ON CITY PROPERTY AND IN THE CITY RIGHT OF WAY

No person shall camp or sleep on city property or in the city right of way within the city of Ketchum, Idaho, from ten o'clock (10:00) P.M. to eight o'clock (8:00) A.M. except as associated with and approved through a special event license application.

~~12.28.030: PERMITTED AND PROHIBITED USES~~

~~Any and all portions of the public pathway system, as set forth in section 12.28.040 of this chapter, for use by pedestrians, equestrians, bicycle riders, skiers and snowshoers shall be utilized and enjoyed by the public in accordance with the following rules and regulations:~~

~~A. Public pathways shall only be used by pedestrians, equestrians, bicycle riders, skiers and snowshoers.~~

~~B. It is unlawful for any person to operate, park or stand any motor vehicle upon any portion of the public pathway system set forth in section 12.28.040 of this chapter except when necessary for construction or maintenance of the pathway with the expressed consent of the city of Ketchum, Idaho. For the purposes of this chapter, "motor vehicle" means and includes, but is not limited to, cars, trucks, motorcycles, mopeds, motorized bicycles, motor scooters, snow machines and any other motorized means of transportation.~~

~~12.28.040: PUBLIC PATHWAYS:~~

~~This chapter shall apply to any and all portions of the following public property, easements and rights of way upon the posting of signs prohibiting use by motorized vehicles as defined in section 12.28.030 of this chapter:~~

~~A. Former Union Pacific Railroad right of way described in exhibit A, attached to the ordinance codified herein and made a part of this section;~~

~~B. Pathway easement dedicated to the public within the Northwood PUD large block subdivision plat and within the Bigwood PUD large block subdivision plat; and~~

~~C. All public pathways within the street and alley rights of way of the city of Ketchum, Idaho.~~

12.28.030 ~~50~~: GLASS BEVERAGE CONTAINERS IN PARKS

No person shall possess or carry any glass beverage container within Atkinson's Park, city of Ketchum, Idaho.

12.28.040 ~~60~~: HOURS PARKS CLOSED

All city parks shall be closed to the public between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. unless written permission for a special event is obtained from the office of the city clerk.

12.28.050 ~~70~~: PENALTIES

Any person violating any provision of this chapter is guilty of a misdemeanor and shall, upon conviction, be fined not more than three hundred dollars (\$300.00) or imprisoned in the county jail for a period of not more than six (6) months, or by both such fine and imprisonment, as provided in the general penalty provisions of title 1, chapter 1.36 of this code.

Chapter 10.12
~~BICYCLES AND HUMAN PROPELLED VEHICLES~~

**REGULATION OF BICYCLES, HUMAN PROPELLED VEHICLES, E-BIKES, ALTERNATIVE
ELECTRIC MOTORED VEHICLES, OPDMDS, WHEELCHAIRS AND MOTORIZED
VEHICLES ON STREETS AND PUBLIC PATHWAYS**

10.12.010: EFFECT OF REGULATIONS:

- A. It is a misdemeanor for any person to do any act forbidden or fail to perform any act required in this chapter.
- B. The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this chapter.
- C. An allowed vehicle shall consist of bicycles, human propelled vehicles, E-bikes, alternative electric motored vehicles, OPDMDS and wheelchairs.
1. An e-bike shall be defined as a vehicle designed to be operated by human power with the assistance of an electric motor that has a power totaling no more than 750 watts that: (i) enable speeds equal to or less than 20 miles per hour and (ii) disengage or cease to function when the vehicle's brakes are applied and (iii) have two tandem wheels or two parallel wheels and one forward wheel, any two of which, are not less than twelve inches in diameter.
 2. A wheelchair is defined as a manually-operated or power-driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor or of both indoor and outdoor locomotion. Wheelchairs and manually-powered mobility aides by individuals with mobility disabilities such as would qualify the user to obtain an Idaho State handicap parking permit or otherwise allowed under the Americans with Disabilities Act shall be permitted on the City trail system.
 3. Alternative electric motored vehicles shall be defined as a vehicle, including but not limited to electric scooters, electric skateboards, and "one wheels," provided (i) those devices have electrical assist(s) totaling no more than 750 watts and enabling speeds equal to or less than 20mph.
 4. OPDMDS shall be defined as (i) devices that have electrical assist(s) totaling no more than 750 watts and enabling speeds equal to or less than 20mph.
- C. These regulations are applicable to ~~bicycles~~ allowed vehicles whenever such vehicle is operated upon any street or upon any public path set aside for the ~~exclusive~~ use of bicycles, subject to the exceptions stated in this chapter.
- D. All regulation of allowed vehicles on the City trail system shall be subject to applicable easements.

10.12.020: PUBLIC PATHWAYS

1. This chapter shall apply to any and all portions of the following public property, easements and rights of way:

A. Former Union Pacific Railroad right of way described in exhibit A, attached to the ordinance codified herein and made a part of this section;

B. Pathway easement dedicated to the public within the Northwood PUD large block subdivision plat and within the Bigwood PUD large block subdivision plat; and

C. All public pathways within the street and alley rights of way of the city of Ketchum, Idaho.

D. Any and all portions of the public pathway system, as set forth in this chapter, for use by pedestrians, equestrians, bicycle riders, skiers and snowshoers.

2. Public pathways shall only be used by pedestrians, equestrians, bicycle riders, skiers, snowshoers, and operators of allowed vehicles.

3. Except for allowed vehicles, it is unlawful for any person to operate, park or stand any motor vehicle upon any portion of the public pathway system set forth in this chapter except when necessary for construction or maintenance of the pathway with the expressed consent of the city of Ketchum, Idaho. For the purposes of this chapter, "motor vehicle" means and includes, but is not limited to, cars, trucks, motorcycles, mopeds, motor scooters, snow machines and any other motorized means of transportation.

10.12.030 ~~29~~: TRAFFIC LAWS APPLY TO PERSONS RIDING BICYCLES, **E-BIKES, AND ALTERNATIVE ELECTRIC MOTORED VEHICLES**:

Every person riding a bicycle, **e-bike, or alternative electric motored vehicle** upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the state declaring rules of the road applicable to vehicles or by the traffic ordinances of the city applicable to the driver of a vehicle, except as to special regulations in this chapter and except as to those provisions of laws and ordinances which by their nature can have no application.

10.12.040 ~~30~~: OBEDIENCE TO TRAFFIC CONTROL DEVICES:

A. Any person operating a bicycle, **e-bike, or alternative electric motored vehicle** shall obey the instructions of official traffic control signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer.

B. Whenever authorized signs are erected indicating that no right or left or U-turn is permitted, no person operating a bicycle, **e-bike, or alternative electric motored vehicle** shall disobey the direction of any such sign, except where such person dismounts from the bicycle, **e-bike, or**

alternative electric motored vehicle to make any such turn, in which event, such person shall then obey the regulations applicable to pedestrians.

10.12.050 40: RIDING ON BICYCLES, E-BIKES, AND ALTERNATIVE ELECTRIC MOTORED VEHICLES:

A. A person propelling a bicycle, **e-bike, or alternative electric motored vehicle** shall not ride other than upon or astride a permanent and regular seat attached to such bicycle.

B. No bicycle, **e-bike, alternative electric motored vehicle** or human propelled vehicle shall be used to carry more persons at one time than the number for which it is designed and equipped.

C. An adult rider may carry a child securely attached to his or her person in a backpack or sling or in a child carrier attached to the bicycle, **e-bike, or alternative electric motored vehicle**.

10.12.060 50: RIDING ON ROADWAYS AND BICYCLE PATHS:

A. Every person operating a bicycle, **e-bike, or alternative electric motored vehicle** upon a roadway shall ride as near to the right hand side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

B. Persons riding bicycles, **e-bikes, or alternative electric motored vehicles** upon a roadway shall not ride more than two (2) abreast except on paths or parts of roadways set aside for the ~~exclusive~~ use of bicycles.

C. ~~Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway.~~

10.12.070 60: SPEED LIMITS:

A. No person shall use or operate any allowed vehicle, bicycle, skates, skateboard, rollerblades or operate any other human powered vehicle on the multi-use path system at a speed inconsistent with posted speed limits or statute.

B. If no speed limit is posted, no person shall use or operate any allowed vehicle, bicycle, skates, skateboard, rollerblades or operate any other human powered vehicle on the multi-use path system at a speed greater than is reasonable, and prudent under the conditions and having regard to the actual and potential hazards then existing. Consistent with the foregoing, every person shall operate an allowed vehicle, bicycle, skates, skateboard, rollerblades or any other human powered vehicle the multi-use path at a safe and appropriate speed on approaching and crossing an intersection, when approaching and going around a curve, when approaching a hillcrest, when proceeding down a hill, when traveling upon a winding section of the trail system, and when special hazards exist with respect to pedestrians or other traffic or by reason of weather or other conditions of the trail system.

C. ~~2-~~ Firefighters and police officers, while operating within the official scope of their duties in an emergency, may exceed the speed limits set forth in this section.

D. ~~C.~~ Penalties: Any person engaging in skating, skateboarding, rollerblading or operating a bicycle, e-bike, alternative electric motored vehicle or other human powered vehicle in violation of this section shall be guilty of an infraction.

~~A. Prudent Driving; Limits Established: Every person engaging in skating, skateboarding, rollerblading or operating a bicycle or other human powered vehicle on the designated bike lane on Sun Valley Road from the easterly city limits of Ketchum to its intersection with Third Avenue in the city of Ketchum, Idaho, shall engage or operate the same in a careful and prudent manner, and further, shall not exceed the following speeds unless otherwise posted in accordance with the provisions of this section:~~

~~1. No person operating a bicycle or engaged in skating, skateboarding or rollerblading or operating any other human powered vehicle shall travel on the designated bike lane on Sun Valley Road from the easterly city limits of Ketchum to its intersection with Third Avenue within the city of Ketchum, Idaho, at a speed in excess of ten (10) miles per hour, unless otherwise posted as provided in this section.~~

~~B. Posted Streets: The maximum speed limits applicable to bicycles, skates, skateboards, rollerblades and other human powered vehicles set forth in this section may be increased upon recommendation of the Ketchum police chief and approval by resolution of the Ketchum city council. The maximum speed limits so approved by the Ketchum city council shall be in force and effect upon posting by the Ketchum police department, and no bicycle, skates, skateboard, rollerblades and other human powered vehicle shall travel on any designated bike lane in excess of the maximum speed limit as posted.~~

10.12.080 ~~70~~: EMERGING FROM ALLEY OR DRIVEWAY

The operator of a bicycle, e-bike, or alternative electric motored vehicle emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right of way to all pedestrians approaching on such sidewalk or sidewalk area and, upon entering the roadway, shall yield the right of way to all vehicles approaching on such roadway.

10.12.090 ~~80~~: CLINGING TO VEHICLES:

No person riding upon any bicycle, e-bike, or alternative electric motored vehicle shall attach the same or himself or herself to any streetcar or vehicle upon a roadway

10.12.100 ~~090~~: CARRYING ARTICLES:

No person operating a bicycle, e-bike, or alternative electric motored vehicle shall carry any package, bundle or article which prevents the rider from keeping at least one hand upon the handlebars.

10.12.110 ~~00~~: PARKING:

No person shall park a bicycle, e-bike, or alternative electric motored vehicle upon a street, other than upon the roadway against the curb, or upon the sidewalk in a rack to support the bicycle, or against a building, or at the curb, in such a manner as to afford the least obstruction to pedestrian traffic.

10.12.120 ~~40~~: RIDING ON SIDEWALKS:

A. No person shall ride a bicycle, e-bike, or alternative electric motored vehicle upon a sidewalk within a business district.

B. The chief of police is authorized to erect signs on any sidewalk or roadway prohibiting the riding of bicycles, e-bikes, or alternative electric motored vehicles by any person, and when such signs are in place, no person shall disobey the same.

C. Whenever any person is riding a bicycle, e-bike, or alternative electric motored vehicle upon a sidewalk, such person shall yield the right of way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.

10.12.130 ~~20~~: LAMPS AND OTHER EQUIPMENT ON BICYCLES:

A. Every bicycle, e-bike, or alternative electric motored vehicle when in use at nighttime shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred feet (500') to the front and with a red reflector on the rear of a type which shall be visible from all distances from fifty (50) to three hundred feet (300') to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred feet (500') to the rear may be used in addition to the red reflector.

B. No person shall operate a bicycle, e-bike, or alternative electric motored vehicle unless it is equipped with a bell or other device capable of giving a signal audible for a distance of at least one hundred feet (100'); except, that a bicycle shall not be equipped with nor shall any persons use upon a bicycle any siren or whistle.

C. Every bicycle, e-bike, or alternative electric motored vehicle shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

10.12.140 ~~30~~: PENALTY:

Every person convicted of a violation of any provision of this chapter shall be guilty of an infraction.

ORDINANCE NO. 528

AN ORDINANCE OF THE CITY OF SUN VALLEY, IDAHO, AMENDING TITLE 4, CHAPTER 6, SECTIONS 2 AND 3 OF THE CITY OF SUN VALLEY MUNICIPAL CODE

WHEREAS, the City of Sun Valley has established an extensive paved trail system (the "trail system") which is designed to provide alternative thoroughfares in the City to the roads of the City for pedestrians, bicyclists and other human propelled vehicles. It is necessary and in the best interests of the health, safety and welfare of the citizens of and visitors to the City that traffic on the trail system be regulated;

THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City, as follows

SECTION 1: Title 4, Chapter 6 (Trail System) of the City's Municipal Code shall be amended by removing struck-through text and adding underlined text as displayed below:

4-6-2: REGULATION OF BICYCLES HUMAN PROPELLED VEHICLES, E-BIKES, ALTERNATIVE ELECTRIC MOTORED VEHICLES, AND WHEELCHAIRS:

A. All regulation of bicycles, human propelled vehicles, E-bikes, alternative electric motored vehicles, and wheelchairs (hereby referred to as "allowed vehicles") on the City trail system shall be subject to applicable easements.

B. Where the trail system is provided and its use is practicable, it shall be unlawful for any person to operate an allowed vehicle along and upon an adjacent roadway within the City at a speed which is so slow as to impede the flow of traffic on the roadway.

C. No person shall operate an allowed vehicle on the path system at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. Consistent with the foregoing, every person shall operate an allowed vehicle on the trail system at a safe and appropriate speed on approaching and crossing an intersection, when approaching and going around a curve, when approaching a hillcrest, when proceeding down a hill, when traveling upon a winding section of the trail system, and when special hazards exist with respect to pedestrians or other traffic or by reason of weather or other conditions of the trail system. No person shall operate an allowed vehicle on the path system at a speed greater than twenty (20) miles per hour. Appropriate speed limit signage as determined by the City Police and Streets Departments shall be installed.

D. Electric power-assisted bicycles ("E-bikes") shall be allowed to operate on the City trail system, provided operation of an E-bike is in accordance with regulations provided in this chapter. An E-bike shall be defined as a vehicle having two tandem wheels or two parallel wheels and one forward wheel, any two of which, are not less than twelve inches in diameter and is designed to be operated by human power with the assistance of an electric motor that has a power output of not more than seven hundred fifty (750) watts and disengages or ceases to function when the vehicle's brakes are applied.

ORDINANCE NO. 528 - AN ORDINANCE OF THE CITY OF SUN VALLEY, IDAHO, AMENDING TITLE 4, CHAPTER 6, SECTIONS 2 AND 3 OF THE CITY OF SUN VALLY MUNICIPAL CODE

E. Use of alternative electric motored vehicles (vehicles with the assistance of an electric motor that has a power output of not more than seven hundred fifty (750) watts) shall be allowed to operate on the City trail system, provided operation of an electric motored vehicle is in accordance with regulations provided in this chapter.

F. Use of wheelchairs and manually-powered mobility aides by individuals with mobility disabilities such as would qualify the user to obtain an Idaho State handicap parking permit or otherwise allowed under the Americans with Disabilities Act shall be permitted on the City trail system. The term "wheelchair" is defined as a manually-operated or power-driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor or of both indoor and outdoor locomotion.

4-6-3: PROHIBITION OF MOTOR VEHICLES:

A. It shall be unlawful for any person to operate a motor vehicle upon the trail system unless the motor vehicle is: 1) a motorized wheelchair; 2) a human propelled vehicle designed for use by only one person, with electrical assist(s) totaling less than 750 watts; or 3) a maintenance vehicle which is operated on the trail system either for the purpose of maintaining the trail system or properties directly abutting the trail system. (Ord. 330, 6-12-2001)

SECTION 2: REPEALER. All previous ordinances, resolutions, orders, or parts thereof, are in conflict and are hereby repealed.

SECTION 3: SAVINGS AND SEVERABILITY. It is hereby declared to be the legislative intent that the provisions and parts of this ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4: EFFECTIVE DATE. This ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2018.

APPROVED:

Peter M. Hendricks, Mayor

ATTEST:

Nancy Flannigan, City Clerk

ORDINANCE NO. 528 - AN ORDINANCE OF THE CITY OF SUN VALLEY, IDAHO, AMENDING TITLE 4, CHAPTER 6, SECTIONS 2 AND 3 OF THE CITY OF SUN VALLY MUNICIPAL CODE

**RESOLUTION OF THE BLAINE COUNTY RECREATION DISTRICT (BCRD)
REGARDING THE USE OF “E-BIKES,” HUMAN PROPELLED VEHICLES,
ALTERNATIVE ELECTRIC MOTORED VEHICLES, WHEELCHAIRS, &
OTHER POWER DRIVEN MOBILITY DEVICES (OPDMDS) ON THE WOOD
RIVER TRAIL MULTI USE PATH & CONNECTING MULTI USE PATHS IN
BLAINE COUNTY, IDAHO**

WHEREAS, the cities, communities, residents, and businesses of Blaine County desire a safe and connected public pathway system that offers healthy recreation resources and an active transportation option for all.

WHEREAS, a working group of representatives from the sub-committee of the Blaine County Regional Transportation Committee have assessed the technology and trends associated with “E-bikes” in both national and international markets.

WHEREAS, “e-bike” sales show exponential growth in both international and national marketplaces and “pedal assist” technology inherent in some “e-bikes” enables healthy, active recreation for more members of the community.

WHEREAS, there is exponential growth in the usage of alternative electric motored vehicles, both nationally and internationally, and there is limited local bicycle & pedestrian infrastructure to safely accommodate this usage other than the multi-use path system in Blaine County.

WHEREAS, an inventory and analysis was conducted on the public pathway system in Blaine County, which found multiple jurisdictions and statutes governing non-motorized usage on the same public pathways.

WHEREAS, the completed inventory and analysis indicated inconsistent statutory language between the different jurisdictions within Blaine County regarding the potential use and governance of “e-bikes” and other vehicles on the public pathway system.

WHEREAS, there is a clear need for consistency in statutory language, signage, enforcement, education and ongoing management of all usage, including “e-bikes” and other vehicles, across all the jurisdictions that govern and comprise the more than 35 miles of multi-use pathways in Blaine County.

WHEREAS, the Blaine County Recreation District has received significant public input regarding the use of “e-bikes” and other electric motored vehicles on the public pathway system and, in cooperation with Mountain Rides, has offered and hosted public forums to gather input on e-bike usage and share more information with the public of Blaine County.

WHEREAS, the Wood River Trail multi use path and its major connecting arteries offers close to 400,000 visits per year to both residents and visitors of Blaine County.

WHEREAS, a consideration for the safety of the various users of the multi-use pathway system and the related roads, sidewalks, and bicycle pedestrian infrastructure should be the most significant priority when considering adjustments or recommended change in the ordinances relative to vehicles on the multi-use path system of any kind in Blaine County.

WHEREAS, “e-bikes” enable healthy, outdoor activity for the disabled community and the community at large and special consideration should be made to enable “e-bikes,” OPDMDS, alternative electric motored vehicles, and wheelchairs to people with disabilities.

WHEREAS, all regulation or potential changes to statutory language governing usage of all vehicles on the multi-use pathways within Blaine County should be subject to any applicable easements on certain sections of the multi-use path system.

WHEREAS, the term “wheelchair” should be defined for the purposes of this resolution as a manually-operated or power-driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor or of both indoor and outdoor locomotion.

WHEREAS, an OPDMD or “other power driven mobility device” should be defined as any mobility device powered by batteries, whether or not designed primarily for use by individuals with mobility disabilities, that may be used by individuals with mobility disabilities for the purpose of locomotion.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE BLAINE COUNTY RECREATION DISTRICT, BLAINE COUNTY, IDAHO THAT: no person should operate any mechanical device, including a bicycle or other vehicle, on the multi-use path system at a speed inconsistent with specific jurisdiction signage or statute, greater than is reasonable, and prudent under the conditions and having regard to the actual and potential hazards then existing. Consistent with the foregoing, every person should operate a bicycle or any vehicle on the trail system at a safe and appropriate speed on approaching and crossing an intersection, when approaching and going around a curve, when approaching a hillcrest, when proceeding down a hill, when traveling upon a winding section of the trail system, and when special hazards exist with respect to pedestrians or other traffic or by reason of weather or other conditions of the trail system.

The Blaine County Recreation District supports the use on public “multi-use” pathways in Blaine County of “e-bikes” with electrical assist(s) totaling no more than 750 watts that: (i) enable speeds equal to or less than 20 miles per hour and (ii) disengage or cease to function when the vehicle’s brakes are applied and (iii) have two tandem wheels or two parallel wheels and one forward wheel, any two of which, are not less than twelve inches in diameter, provided operation of this “e-bike” is in accordance with all applicable regulations, statutes, easements or safety and speed parameters as outlined in this resolution. The BCRD resolves that an “e-bike” following these limitations and restrictions is not a motor vehicle for the purposes of this resolution.

The BCRD supports the use of alternative electric motored vehicles, including but not limited to electric scooters, electric skateboards, and “one wheels,” on the multi-use path system in Blaine County, provided (i) those devices have electrical assist(s) totaling no more than 750 watts and enabling speeds equal to or less than 20mph and (ii) operation of an electric motored vehicle is in accordance with all applicable regulations, statutes, easements or safety and speed parameters as outlined in this resolution.

The BCRD supports the use of wheelchairs and manually-powered mobility aides by individuals with mobility disabilities such as would qualify the user to obtain an Idaho State handicap parking permit or otherwise allowed under the Americans with Disabilities Act on the multi-use path system in Blaine County, provided operation of these vehicles is in accordance with all applicable regulations, statutes, easements or safety and speed parameters as outlined in this resolution.

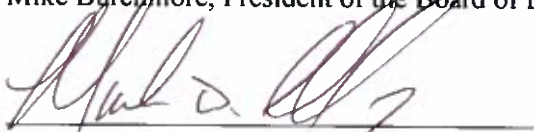
The BCRD supports the use of OPDMDS on the multi-use path system in Blaine County, provided (i) those devices have electrical assist(s) totaling no more than 750 watts and enabling speeds equal to or less than 20mph and (ii) operation of these vehicles is in accordance with all applicable regulations, statutes, easements or safety and speed parameters as outlined in this resolution.

The BCRD is resolved to work with all the Blaine County jurisdictions to facilitate a consistent set of statutes and policies regarding "e-bikes," human propelled vehicles, alternative electric motored vehicles, wheelchairs, and OPMDS on the public, multi-use pathways in Blaine County.

Blaine County Recreation District (BCRD)



Mike Burchmore, President of the Board of Directors



Mark Mary, Board of Directors



Mary Fauth, Board of Directors



Jim Keating, Secretary to Board of Directors

Date: September 10, 2018

