



CITY OF KETCHUM, IDAHO
REGULAR CITY COUNCIL MEETING
Monday, December 6, 2021, 4:00 PM
191 5th Street West, Ketchum, Idaho

Amended Agenda

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/83648595597>
Webinar ID: 836 4859 5597
2. Address the Council in person at City Hall (*masks are required in Council Chambers and seating has been arranged per the required social distance of 6'*).
3. Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*).

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

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL:

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

CONSENT AGENDA:

HYPERLINK "appIS26659f62dab643c7af3d10c45aeb4ab9" *Note re: 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.*

1. [ACTION ITEM: Approve minutes of November 29, 2021, as submitted by Tara Fenwick, City Clerk.](#)
2. [ACTION ITEM: Recommendation to approve Resolution #22-005 for City Council 2022 meeting dates, as submitted by Tara Fenwick, City Clerk.](#)
3. [ACTION ITEM: Recommendation to approve Resolution #22-007 for Ketchum Arts Commission 2022 meeting dates, as submitted by Tara Fenwick, City Clerk.](#)

4. [ACTION ITEM: Recommendation to approve Resolution #22-008 for Traffic Authority 2022 meeting dates, as submitted by Tara Fenwick, City Clerk.](#)
5. [ACTION ITEM: Recommendation to approve Resolution #22-009 for Historic Preservation Commission 2022 meeting dates, as submitted by Tara Fenwick, City Clerk.](#)
6. [ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Rubel, Treasurer.](#)
7. [ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \\$563,358.31, as submitted by Shellie Rubel, Treasurer.](#)
8. [ACTION ITEM: Recommendation to execute Bonneville Collection, Public Agency Collection Service Agreement #22751, as submitted by Shellie Rubel, Treasurer.](#)
9. [ACTION ITEM: Recommendation to authorize and approve Agreement #22752 with Artist Jake Balcom, as submitted by Deputy Treasurer, Genoa Beiser.](#)
10. [ACTION ITEM: Recommendation to approve Ohio Gulch Lease Agreement #22754, as submitted by Utilities Supervisor, Mick Mummett.](#)
11. [ACTION ITEM: Recommendation to approve Contract #22033 with Blue and Pine Creative, as submitted by City Administrator, Jade Riley.](#)
12. [ACTION ITEM: Recommendation to approve Contract #22039 with Wood River Consulting \(GIS\), as submitted by City Administrator, Jade Riley.](#)
13. [ACTION ITEM: Recommendation to Approve Ketchum Safe Communities Resolution #22-010, as submitted by City Administrator, Jade Riley.](#)
14. [ACTION ITEM: Recommendation to adopt Resolution #22-011 Reappointing Members to the Ketchum Arts Commission, as submitted by Deputy Treasurer, Genoa Beiser.](#)
15. [ACTION ITEM: Recommendation to Adopt Resolution #22-012 Appointing Spencer Cordovano to the Planning and Zoning Commission, as submitted by Director Planning and Building, Suzanne Frick.](#)

PUBLIC HEARING:

16. [ACTION ITEM: Public hearing and first reading of short-term rental Ordinance #1230, as submitted by City Administrator, Jade Riley.](#)

NEW BUSINESS: (no public comment required)

17. [ACTION ITEM: Interim Budget Request to Fund Sustainability Intern, as submitted by City Administrator, Jade Riley.](#)
18. [Update on Resort Cities Representation during 2022 Idaho Legislative Session, as submitted by City Administrator, Jade Riley.](#)
19. [ACTION ITEM: Direction to staff on preferred location for the location of glass and cardboard recycling, as submitted by City Engineer, Sherri Newland, and City Administrator, Jade Riley.](#)

EXECUTIVE SESSION:

ADJOURNMENT:



CITY OF KETCHUM
SPECIAL MEETING MINUTES OF THE CITY COUNCIL
Monday, November 29, 2021

CALL TO ORDER: *(00:20:04 in video)*

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

Roll Call:

Mayor, Neil Bradshaw
Courtney Hamilton
Amanda Breen
Jim Slanetz
Michael David

Also Present:

Jade Riley – City Administrator
Lisa Enourato - Public Affairs & Administrative Services Manager
Tara Fenwick – City Clerk & Administrative Business Manager
Suzanne Frick – Director, Planning and Building
Morgan Landers - Senior Planner
Abby Rivin – Senior Planner
Adam Crutcher – Associate Planner
Matt Johnson – Legal Counsel
Jennifer Gardner – Logan Simpson
Melissa Ruth – Logan Simpson
Carissa Connelly – Housing Contractor

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

Councilor, Jim Slanetz asked staff to consider creating a forum for gathering public / health expert input on masking, that may help the Council make future mask mandate decisions.

Councilor, Courtney Hamilton, asked for an update on hiring a lobbyist to represent the Ketchum Community at the Idaho State legislator.

CONSENT AGENDA: *(00:26:10 in video)*.

Mayor, Neil Bradshaw wished the Community well over the Holidays, advised Council to review the details of Resolution 22-005 and request modifications prior to the December 6th meeting and reminded Commissioners, that the annual budget workshop would likely be scheduled shortly after June 20th date.

Councilor, Courtney Hamilton, asked that agenda item #5 be pulled for clarification.

City Administrator, Jade Riley, answered the Councilor’s question.

Motion to approve consent agenda items 1, 3, 4 and 5. Agenda item 2 will be reviewed and addressed later. Motion made by Councilor, Jim Slanetz and seconded by Councilor, Courtney Hamilton. The motion passed. All in Favor.

PUBLIC HEARING:

None.

NEW BUSINESS: (00:33:13 in video).

Review Historic Preservation Commission Draft Permanent Ordinance and recommended Design Guidelines.

Mayor, Neil Bradshaw invited public comment:

Rebecca Bundy	00:37:35 in video
Jack Smith	00:39:46 in video
Yanne Root	00:40:40 in video
Perry Boyle	00:46:28 in video
Harry Griffith	00:49:00 in video
Kingsley Murphy	00:51:18 in video
Nancy Tatum	00:54:49 in video

Jennifer Gardner, Logan Simpson, shared a presentation about the effort to establish Design Review Guidelines in collaboration with Historic Preservation efforts.

Morgan Landers, Senior Planner, provided a summary of the components of establishing a Permanent Ordinance.

Council discussed the HPC recommendation and public feedback. Council directed staff to facilitate gathering additional public engagement on Design Guidelines via a workshop and allow for Ordinance changes that will support streamlining the Design Review process.

EXECUTIVE SESSION:

None.

ADJOURNMENT:

Motion to adjourn at 6:18 p.m. Motion made by Councilor, Amanda Breen, seconded by Councilor, Courtney Hamilton. All in Favor.

Mayor, Neil Bradshaw

City Clerk, Tara Fenwick

RESOLUTION NUMBER 22-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING
THE DATES FOR ALL REGULAR CITY COUNCIL MEETINGS FOR 2022.

WHEREAS the regular meetings of the Ketchum CITY COUNCIL shall be held on the first and third Mondays of each month at 4:00 p.m. at Ketchum City Hall unless such date is a holiday, in which the meeting shall be held on the following Tuesday; and

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

WHEREAS, the City Council has determined that listing all regular meetings to be held in 2022 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM that the meetings of the City Council for 2022 are as follows:

Monday, January 3, 2022	Monday, May 2, 2022	Tuesday, September 6, 2022
Tuesday, January 18, 2022	Monday, May 16, 2022	Monday, September 19, 2022
Monday, February 7, 2022	Monday, June 6, 2022	Monday, October 3, 2022
Tuesday, February 22, 2022	Tuesday, June 21, 2022	Monday, October 17, 2022
Monday, March 7, 2022	Tuesday, July 5, 2022	Monday, November 7, 2022
Monday, March 21, 2022	Monday, July 18, 2022	Monday, November 21, 2022
Monday, April 4, 2022	Monday, August 1, 2022	Monday, December 5, 2022
Monday, April 18, 2022	Monday, August 15, 2022	Monday, December 19, 2022

This Resolution will be in full force and effect upon its adoption this 6th day of December 2021.

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

ATTEST:

Tara Fenwick, City Clerk

RESOLUTION NO. 22 – 007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING THE DATES FOR ALL REGULAR KETCHUM ARTS COMMISSION MEETING FOR 2022.

WHEREAS the regular meetings of the Ketchum Arts Commission shall be held on the third Thursday of each month (excluding July, August, and December) at 12:00 p.m. at Ketchum City Hall unless such date is a holiday, in which the meeting shall be held on the following Friday; and

WHEREAS, pursuant to Idaho Code § 74-204(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule: and

WHEREAS, the City Council has determined that listing all regular meetings to be held in 2022 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM that the meetings of the Ketchum Arts Commission for 2022 are as follows:

Thursday, January 20, 2022	Thursday, June 16, 2022
Thursday, February 17, 2022	Thursday, September 15, 2022
Thursday, March 17, 2022	Thursday, October 20, 2022
Thursday, April 21, 2022	Thursday, November 17, 2022
Thursday, May 19, 2022	

This Resolution will be in full force and effect upon its adoption this 6th day of December 2021.

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

ATTEST:

Tara Fenwick, City Clerk

RESOLUTION NUMBER 21-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING THE DATES FOR ALL REGULAR KETCHUM TRAFFIC AUTHORITY MEETINGS FOR 2022

WHEREAS the regular meetings of the Ketchum Traffic Authority shall be held on the third Thursday of each month at 9:00 a.m. at Ketchum City Hall unless such date is a holiday, in which the meeting shall be held on the following Thursday; and

WHEREAS, pursuant to Idaho Code § 74-204(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule: and

WHEREAS, the City Council has determined that listing all regular meetings to be held in 2022 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular meetings of the Ketchum Traffic Authority for 2022 are as follows:

Thursday, January 20, 2022	Thursday, July 21, 2022
Thursday, February 17, 2022	Thursday, August 18, 2022
Thursday, March 17, 2022	Thursday, September 15, 2022
Thursday, April 21, 2022	Thursday, October 20, 2022
Thursday, May 19, 2022	Thursday, November 17, 2022
Thursday, June 16, 2022	Thursday, December 15, 2022

This Resolution will be in full force and effect upon its adoption this 6th day of December 2021.

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

ATTEST:

Tara Fenwick, City Clerk

RESOLUTION NO. 22-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING THE DATES FOR ALL REGULAR HISTORIC PRESERVATION COMMISSION MEETING FOR 2022.

WHEREAS, regular meetings of the Historic Preservation Commission shall be held on the first Tuesday of the month at 4:30 PM at Ketchum City Hall unless such date is a holiday, in which case the meeting shall be held on the following day; and,

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

WHEREAS, the City Council has determined that listing all regular and special meetings of the Historic Preservation Commission to be held in 2021 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular and special meetings of the Historic Preservation Commission for 2021 are as follows:

Tuesday, January 4, 2022
Tuesday, February 1, 2022
Tuesday, March 1, 2022
Tuesday, April 5, 2022
Tuesday, May 3, 2022
Tuesday, June 7, 2022

Wednesday, July 6, 2022
Tuesday, August 2, 2022
Wednesday, September 7, 2022
Tuesday, October 4, 2022
Tuesday, November 1, 2022
Tuesday, December 6, 2022

This Resolution will be in full force and effect upon its adoption this 6th day of December 2021.

CITY OF KETCHUM

Mayor Neil Bradshaw

ATTEST

Tara Fenwick
City Clerk

Report Criteria:

Invoices with totals above \$0 included.
Only 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			
01-3700-3600 REFUNDS & REIMBURSEMENTS			
WEST KETCHUM RESIDENCES	111921	REFUND: Overpayment	10.00
MOE, JAKE & SUSAN	111821	REFUND:Overcharged Building & Plan Check Fees	100.00
Total :			110.00
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ALSCO - AMERICAN LINEN DIVI	LBO11940074	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	47.28
ALSCO - AMERICAN LINEN DIVI	LBO11941840	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	82.50
ALSCO - AMERICAN LINEN DIVI	LBO11943618	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	82.50
ASSOCIATED BUSINESS FORMS,	4185	#10 Window Envelopes	332.90
ATKINSONS' MARKET	06160314	Fruit Basket: Condolences For Passing Family Member	79.50
ATKINSONS' MARKET	06160314	TAX EXEMPT	4.50
CHATEAU DRUG CENTER	2470649	Utensils	3.79
COPY & PRINT, L.L.C.	110233	MMM660-RP-A 4x6, Paper	41.27
COPY & PRINT, L.L.C.	110235	Astrobrite #65	21.99
COPY & PRINT, L.L.C.	110675	11.7x17.5 Paper	194.00
COPY & PRINT, L.L.C.	111477	BSN 20860	229.67
COPY & PRINT, L.L.C.	111481	CREDIT MEMO: Astrobrite #65	19.99
COPY & PRINT, L.L.C.	11458	Pap2132015	66.83
COPY & PRINT, L.L.C.	95341	Wrist Pad x2, Calendar	104.57
COPY & PRINT, L.L.C.	95342	Waste Baskets	97.76
GEM STATE PAPER & SUPPLY	1061093	New City Hall Supplies	166.16
GEM STATE PAPER & SUPPLY	1061748-02	11x17 Paper	135.33
GEM STATE PAPER & SUPPLY	1061748-03	New City Hall Supplies	464.12
GEM STATE PAPER & SUPPLY	1061748-04	New City Hall Supplies	389.67
GEM STATE PAPER & SUPPLY	1061748-05	New City Hall Supplies	34.63
GEM STATE PAPER & SUPPLY	1061748-06	New City Hall Supplies	114.15
US BANK	9642 112621	Amazon: Yoga Ball (Kelsie)	29.99
US BANK	9749 112621	Amazon: Varidesk Stand-up Work Space (Aly, Kelsie)	790.00
01-4150-4200 PROFESSIONAL SERVICES			
ATKINSONS' MARKET	08356547	Sparkling Water	40.86
IDAHO POWER	2203990334 11	2203990334 111121	52.05
SENTINEL FIRE & SECURITY, IN	71263	4784 - 480 N East Ave	93.00
VALLEY TEMP SERVICES INC	6944	ELIZABETH INSINGER	104.00
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
US BANK	6235 112621	Zoom	79.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 11	2087264135 111321	963.10
CENTURY LINK	2087265574 11	2087265574 111321	57.47
CENTURY LINK	247302043	74754376 102421	.40
CENTURY LINK	251278514	74754376 112421	.36

Vendor Name	Invoice Number	Description	Net Invoice Amount
COX BUSINESS	050589901 110	050589901 110521	173.39
01-4150-5110 COMPUTER NETWORK			
CDW GOVERNMENT, INC.	N234345	New City Hall: Tech	2,047.52
KETCHUM COMPUTERS, INC.	18470	NOV 21 Admin	3,453.90
US BANK	1556 112621	Amazon: Battery Pack	86.99
US BANK	1556 112621	Adobe AcroPro Trial	14.99
US BANK	1556 112621	Amazon: Battery Pack	437.61
US BANK	9749 112621	8x8 Phone System	2,465.73
DELL FINANCIAL SERVICES	81093206	001-9009257-001 December Rentals	1,465.97
01-4150-5150 COMMUNICATIONS			
CENTURY LINK	2087250932 11	2087250932 110421	55.64
US BANK	6235 112621	Survey Monkey	384.00
US BANK	6235 112621	Constant Contact	9.50
US BANK	6235 112621	Mailchimp	87.99
US BANK	6235 112621	Facebook, Wix, Shutterstock	135.74
SNEE, MOLLY	2115	Monthly Retainer	3,150.00
SNEE, MOLLY	2115	Social Media Rate	1,000.00
01-4150-5200 UTILITIES			
CITY OF KETCHUM	NOVEMBER 2	208 November 2021	541.30
CITY OF KETCHUM	NOVEMBER 2	360 November 2021	53.66
CITY OF KETCHUM	NOVEMBER 2	772 November 2021	64.15
CITY OF KETCHUM	NOVEMBER 2	9994 November 2021	173.25
CITY OF KETCHUM	NOVEMBER 2	9997 November 2021	350.07
CLEAR CREEK DISPOSAL	0001476091	480 East Ave N	46.20
CLEAR CREEK DISPOSAL	0001476096	191 5th St W - City Hall	141.47
CLEAR CREEK DISPOSAL	0001476096	TAX FREE	8.23-
IDAHO POWER	2200749261 11	2200749261 112321	1,087.27
IDAHO POWER	2206570869 11	2206570869 111121	11.59
IDAHO POWER	2224128120 11	2224128420 112021	698.13
INTERMOUNTAIN GAS	32649330001 1	32649330001 112221	119.26
INTERMOUNTAIN GAS	44919030005 1	44919030005 112221	30.25
INTERMOUNTAIN GAS	76053745030 1	76053745030 112221	158.71
Total ADMINISTRATIVE SERVICES:			23,310.41
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
WHITE PETERSON	24892R 10/31/2	General Services 24892R 103121	15,485.83
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120281	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			19,255.75
PLANNING & BUILDING			
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	0568 112621	USPS: Notice Postage while Mailing Machine down	150.80
01-4170-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18470	NOV 21 P&B	253.75
01-4170-4210 PROFESSIONAL SERVICES - IDBS			
DIVISION OF BUILDING SAFETY	111521	October 2021 Building Permit Fees	15,719.90

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total PLANNING & BUILDING:			16,124.45
NON-DEPARTMENTAL			
01-4193-4200 PROFESSIONAL SERVICE			
COPY & PRINT, L.L.C.	110637	Signs & Stakes	325.82
COPY CENTER LLC	1967	WSP Vinyl Poster	654.00
US BANK	2745 112621	Paperless Post	20.00
US BANK	6235 112621	Display2GO	120.27
01-4193-4500 1ST/WASHINGTON RENT			
URBAN RENEWAL AGENCY	5348	Parking Lot Rent- December 2021	3,000.00
Total NON-DEPARTMENTAL:			4,120.09
FACILITY MAINTENANCE			
01-4194-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2469461	Wet Mop	13.29
GEM STATE PAPER & SUPPLY	1062915	Toilet Paper, Disinfectant	464.64
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	979975	38950 111521	391.10
01-4194-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18470	NOV 21 F/M	130.50
LILY & FERN, LLC	4287	Fall Cleanup- 511 Building	100.00
RAINMAKER LANDSCAPING & S	8276	SPRINKLER Blowouts	2,955.00
01-4194-4210 PROFESSIONAL SERVC-CITY TREES			
CHATEAU DRUG CENTER	2467904	Staples	4.74
01-4194-4220 PROF SERV-CITY BEAUTIFICATION			
BIG WOOD LANDSCAPE, INC.	25616	Holiday Lighting	20,248.00
CHATEAU DRUG CENTER	2467774	Electrical Tape	3.79
01-4194-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
US BANK	9988 112621	ISA Chapter Dues	280.00
01-4194-5200 UTILITIES			
CITY OF KETCHUM	NOVEMBER 2	456 November 2021	14.55
CITY OF KETCHUM	NOVEMBER 2	532 November 2021	54.82
CITY OF KETCHUM	NOVEMBER 2	536 November 2021	130.95
CITY OF KETCHUM	NOVEMBER 2	560 November 2021	14.55
CITY OF KETCHUM	NOVEMBER 2	1127 November 2021	14.55
CITY OF KETCHUM	NOVEMBER 2	1245 November 2021	39.12
CITY OF KETCHUM	NOVEMBER 2	9991 November 2021	54.82
CITY OF KETCHUM	NOVEMBER 2	9995 November 2021	43.65
CITY OF KETCHUM	NOVEMBER 2	9996 November 2021	53.67
CITY OF KETCHUM	NOVEMBER 2	491 November 2021	309.85
CLEAR CREEK DISPOSAL	0001450114	Forest Service Park- Ketchum Alive	148.14
CLEAR CREEK DISPOSAL	0001450114	TAX EXEMPT	8.73
CLEAR CREEK DISPOSAL	0001476093	8th St & 2nd Ave	59.09
CLEAR CREEK DISPOSAL	0001476094	1177 Warm Springs Road	59.29
IDAHO POWER	2201272487 11	2201272487 112021	114.60
IDAHO POWER	2203313446 11	2203313446 111021	5.31
IDAHO POWER	2203538992 11	2203538992 112021	53.71

Vendor Name	Invoice Number	Description	Net Invoice Amount
INTERMOUNTAIN GAS	32649330001 1	32649330001 112221	12.27
INTERMOUNTAIN GAS	65669030002 1	65669030002 112221	9.79
01-4194-5910 REPAIR & MAINT-491 SV ROAD			
A.C. HOUSTON LUMBER CO.	2111-855499	Torx Wood Screw, BTR Fir/Larch S-Dry	81.90
A.C. HOUSTON LUMBER CO.	2111-855903	Screw Remover Set	14.99
A.C. HOUSTON LUMBER CO.	2111-856283	Drywall T-SQR, Fire Code Drywall	43.40
A.C. HOUSTON LUMBER CO.	2111-856343	Drywall Screws, Drywall Bit	8.04
A.C. HOUSTON LUMBER CO.	2111-856516	Diablo 10/14TPI, Batteries	27.78
CHATEAU DRUG CENTER	2468211	Pocket Plane	10.44
COLOR HAUS, INC.	253823	Brush, Flat Black	40.28
INTERMOUNTAIN GAS	17499804809 1	17499804809 112221	188.60
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
RIVER RUN AUTO PARTS	6538-171927	Hose, Grease	22.89
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2111-851553	Police Dept: Door Stop	14.28
A.C. HOUSTON LUMBER CO.	2111-851702	City Hall Bathrooms: Door Handles	149.58
A.C. HOUSTON LUMBER CO.	2111-851708	Door Stop for Evidence Room	9.69
A.C. HOUSTON LUMBER CO.	2111-851714	RETURN: Door Handle	74.79
A.C. HOUSTON LUMBER CO.	2111-851838	Door Handle	74.79
A.C. HOUSTON LUMBER CO.	2111-852134	Drop Cloth, Picture Hanging Kit	24.88
A.C. HOUSTON LUMBER CO.	2111-852337	5 Gallon Bucket Grid	3.79
A.C. HOUSTON LUMBER CO.	2111-852433	City Hall: Drywall Anchor	4.68
A.C. HOUSTON LUMBER CO.	2111-853288	City Hall Sign: Metal Plates	4.89
A.C. HOUSTON LUMBER CO.	2111-853411	11' Bulb Changer	29.19
A.C. HOUSTON LUMBER CO.	2111-856037	Gloves, Bosch Extreme SDS+	44.98
CHATEAU DRUG CENTER	2465162	Police Dept: Peep Hole	6.64
CHATEAU DRUG CENTER	2465600	Forest Service Bathroom Lights	18.99
CHATEAU DRUG CENTER	2466169	Light Bulbs	28.49
ECONO SIGNS LLC	10-971406	Tree Work Signs	225.22
JOE'S BACKHOE SERVICES, INC.	241232	New City Hall: Decomposed Granite	347.50
PIPECO, INC.	S4391852.001	Conduit, Caps	26.22
SHERWIN-WILLIAMS CO.	2371-2	New City Hall: Paint & Primer	44.72
US BANK	2022 112621	Door Sweep for Starbucks Building	65.95
US BANK	9988 112621	Northern Tool + Equipment	276.64
US BANK	9988 112621	Ramp	205.19
Total FACILITY MAINTENANCE:			27,744.90
POLICE			
01-4210-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	979986 111521	39060 111521	108.76
01-4210-3620 PARKING OPS EQUIPMENT FEES			
VERIZON WIRELESS	965494438 111	965494438 111021	41.64
VERIZON WIRELESS	965494438 111	965494438 111021	41.64
VERIZON WIRELESS	965494438 111	965494438 111021	42.14
01-4210-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18470	NOV 21 Police	507.50
KETCHUM COMPUTERS, INC.	18471	NOV 21 BCSO	1,243.00
US BANK	2745 112621	Text-Em-All: Winter Parking Text Notifications	289.67
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	201047	BCSO Law Enforcement Services	130,714.08

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4210-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087267848 11	2087267848 111321 (KDP Fax)	123.10
Total POLICE:			133,111.53
FIRE & RESCUE			
01-4230-3200 OPERATING SUPPLIES FIRE			
C.W. NIELSEN MFG. CORPORATI	41751	Chief Badges	64.00
COPY & PRINT, L.L.C.	110680	Paper Clips, Scotch Tape	8.60
COPY & PRINT, L.L.C.	110689	Office Supplies	11.72
GEM STATE PAPER & SUPPLY	1063080	Paper Towels	38.15
INTEGRATED TECHNOLOGIES	178890	Printing Labels Training	60.00
PIPECO, INC.	S4413832.001	snow MArker-6 6' Fiberglass, Snow Stake	11.70
RIVER RUN AUTO PARTS	6538-172359	Galvanized Drip Tray	37.48
US BANK	4977 112621	Cleaning Supplies, Stock Pot for boiling heat packs	137.46
US BANK	4977 112621	Rubbermaid storage totes for locker room	356.24
US BANK	4977 112621	GoToMeeting Login	9.50
SEAWESTERN	INV12376	Fire Hose	1,344.00
01-4230-3210 OPERATING SUPPLIES EMS			
COPY & PRINT, L.L.C.	110680	Paper Clips, Scotch Tape	8.60
COPY & PRINT, L.L.C.	110689	Office Supplies	11.72
GEM STATE PAPER & SUPPLY	1063080	Paper Supplies	38.14
PIPECO, INC.	S4413832.001	snowmarker-6 6' Fiberglass, Snow Stake	11.70
LINDE GAS & EQUIPMENT INC.	67303889	Cylinder Rental	59.30
RIVER RUN AUTO PARTS	6538-172359	Galvanized Drip Tray	37.47
US BANK	4977 112621	Cleaning Supplies, Stock Pot for boiling heat packs	137.43
US BANK	4977 112621	GoToMeeting Login	9.50
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	979862	37267 111521	362.03
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	979862	37267 111521	107.58
01-4230-4200 PROFESSIONAL SERVICES FIRE			
KETCHUM COMPUTERS, INC.	18470	NOV 21 Fire	2,544.75
01-4230-4910 TRAINING EMS			
IDAHO DEPT. OF HEALTH & WEL	4823	ALS License Renewal - Tom Ancona	25.00
US BANK	4977 112621	Pool Noodles for EMS Class	38.99
01-4230-4920 TRAINING-FACILITY			
CLEAR CREEK DISPOSAL	0001476404	219 Lewis Street - Fire Training Ctr-1848	57.46
IDAHO POWER	2224210258 11	2224210258 110821	27.94
COX BUSINESS	047339201 110	047339201 110721	99.79
01-4230-5200 UTILITIES			
CITY OF KETCHUM	NOVEMBER 2	2307 November 2021	139.96
CLEAR CREEK DISPOSAL	0001476548	107 Saddle Rd - Fire Station - 2313	237.39
INTERMOUNTAIN GAS	26223127833 1	26223127833 112321	582.70
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
A.C. HOUSTON LUMBER CO.	2111-854286	Wood Screws, Epoxy, Flat Washer Lag Bolt	17.84
A.C. HOUSTON LUMBER CO.	2111-854482	Drill Bits, Plastic Anch	21.49
A.C. HOUSTON LUMBER CO.	2111-855760	Gorilla Tape, Foam Brush, Paint Prush	13.68

Vendor Name	Invoice Number	Description	Net Invoice Amount
A.C. HOUSTON LUMBER CO.	2111-856281	Cooktop Glue, tape for shop	9.19
HUGHES FIRE EQUIPMENT, INC.	570664	12 V Solenoid, Sparkes Kit, Primer Pump for E1	624.57
LARSEN FIRE APPARATUS SERVI	2715	Pump Testing	650.00
RIVER RUN AUTO PARTS	6538-172200	Start Solenoid for E1	61.58
RIVER RUN AUTO PARTS	6538-172204	Battery Cable Lug for E1	3.90
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS			
A.C. HOUSTON LUMBER CO.	2111-854286	Wood Screws, Epoxy, Flat Washer, Lag Bolt	17.83
A.C. HOUSTON LUMBER CO.	2111-854482	Drill Bits, Plastic Anch	21.48
A.C. HOUSTON LUMBER CO.	2111-855760	Gorilla Tape, Foam Brush, Paint Brush	13.68
A.C. HOUSTON LUMBER CO.	2111-856281	Cooktop Glue, Tape for Shop	9.19
LES SCHWAB	11700726893	Mount new tires for new ambulance	4,132.62
Total FIRE & RESCUE:			12,213.35
STREET			
01-4310-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2111-855456	Pump Sprayer	59.98
A.C. HOUSTON LUMBER CO.	2111-859268	Gorilla Tape	21.98
D & B SUPPLY INC.	36788	T-Shirts & Jeans: Anthony Giovannoni	349.93
D & B SUPPLY INC.	55412	Work Boots: Bruce McStay	179.99
GEM STATE PAPER & SUPPLY	1062915	Disinfectant	8.31
GEM STATE PAPER & SUPPLY	1063001	Kleenex, Lysol, Spray & Wipes	75.59
01-4310-3500 MOTOR FUELS & LUBRICANTS			
WEX BANK	75519703	0464-00-747801-9 - Sinclair Fuel	830.59
UNITED OIL	979863	37269 111521	2,238.84
01-4310-4200 PROFESSIONAL SERVICES			
GALENA ENGINEERING, INC.	100121	1318.150: Studies for Intersections & Speed Limit	1,120.00
KETCHUM COMPUTERS, INC.	18470	NOV 21 Streets	471.25
WESTERN STATES CAT	IN001831475	Dozer Rental	144.75
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	2022 112621	SkillPath: Kelli Trapp	449.00
01-4310-5100 TELEPHONE & COMMUNICATIONS			
US BANK	2022 112621	Ubiquiti: Snow Camera	484.92
US BANK	2022 112621	REFUND: Tax	35.92-
VERIZON WIRELESS	365459737 111	CREDIT: Please apply to 965494438-00001	172.94-
01-4310-5200 UTILITIES			
CITY OF KETCHUM	NOVEMBER 2	9993 November 2021	96.20
CITY OF KETCHUM	NOVEMBER 2	9999 November 2021	67.49
IDAHO POWER	2204882910 11	2204882910 111221	10.34
IDAHO POWER	2204882910 11	2204882910 111221	266.73
IDAHO POWER	2204882910 11	2204882910 111221	127.80
IDAHO POWER	2204882910 11	2204882910 111221	30.45
INTERMOUNTAIN GAS	32649330001 1	32649330001 112221	458.84
INTERMOUNTAIN GAS	32649330001 1	32649330001 112221	119.26
INTERMOUNTAIN GAS	49439330009 1	49439330009 112221	131.71
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	080826	#34 Durango: Exactfit-Beam	43.96
NAPA AUTO PARTS	080870	#34 Durango: Blister Pack Capsules	20.72
NAPA AUTO PARTS	082821	#34 Durango: Spark Plugs, Gaskets	39.69

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
CLEARWATER POWER EQUIPME	17268	#49 F550 Boss Plow Edges	654.64
CLEARWATER POWER EQUIPME	17334	#49 F550 Pickup Sander Pillow Block	51.48
FASTENAL COMPANY	IDJER99917	Plow Trucks & Grader	66.46
OWEN EQUIPMENT	00105086	Drag Link, Tie Rod End	892.71
NAPA AUTO PARTS	080824	#35 Toolcat: BLDE- BEAM	18.58
NAPA AUTO PARTS	081609	#35 Toolcat: Wiper Blades	51.64
NAPA AUTO PARTS	081670	#16 Blower: Hose End	11.60
NAPA AUTO PARTS	081681	Hose End Fittings	49.84
NAPA AUTO PARTS	081693	24in Exactfit-Beam	43.96
NAPA AUTO PARTS	081758	#16 Blower: Hose End	23.20
NAPA AUTO PARTS	081824	SPG GD (x10)	53.60
NAPA AUTO PARTS	081928	Welding Rod	75.87
NAPA AUTO PARTS	081929	Welding Rod	106.99
NAPA AUTO PARTS	082290	Coupler & Adapter	44.40
NAPA AUTO PARTS	082521	#6 Sander: P180B 6in PSA DISC RO	66.49
NAPA AUTO PARTS	082644	#6 Sander: Hose End	160.54
NAPA AUTO PARTS	082830	#49 F550: Oil Filter, Air Filter	40.08
NAPA AUTO PARTS	888151	#35 Toolcat: Battery & Core Deposit	149.19
RIVER RUN AUTO PARTS	6538-172379	#1 Blower & #6 Sander	65.01
RIVER RUN AUTO PARTS	6538-172385	#6 Sander	21.88
US BANK	2022 112621	USPS: 2 Way Radio Repair	44.05
WESTERN STATES CAT	IN001828397	#20 & #24 Grader Cutting Edges	2,790.72
WESTERN STATES CAT	IN001843009	#15 950 Loader- Volt Convert	109.22
WESTERN STATES CAT	IN001844229	Snowbuckets- Cutting Edge	3,738.90
JACKSON GROUP PETERBILT	258444	#31 Eagle Sweeper	220.95
COMMERCIAL TIRE	263813	#20 & #24 Grader Tires	17,328.00
BRODY CHEMICAL	INV04787	Snow Plow Wax	1,149.27
SUNNY COMMUNICATIONS	108168	3 Zway Radios Repaired	465.00
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBO11941857	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	40.61
CINTAS DOCUMENT MANAGEM	5083581412	First Aid Supplies	99.81
TREASURE VALLEY COFFEE INC	2160 07939363	Coffee & Hot Cocoa	107.14
01-4310-6920 SIGNS & SIGNALIZATION			
A.C. HOUSTON LUMBER CO.	2111-856652	Gorilla Tape	10.99
A.C. HOUSTON LUMBER CO.	2111-856761	Gorilla Tape	10.99
US BANK	2022 112621	USPS: Control Board for Elect. Sign	13.55
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 11	2200059315 111021	5.31
IDAHO POWER	2200506786 11	2200506786 111021	6.99
IDAHO POWER	2201013857 11	2201013857 112021	16.80
IDAHO POWER	2201174667 11	2201174667 111021	12.86
IDAHO POWER	2202627564 11	2202627564 111021	9.25
IDAHO POWER	2203027632 11	2203027632 111521	5.31
IDAHO POWER	2203855230 11	2203855230 112021	47.03
IDAHO POWER	2204535385 11	2204535385 1112021	34.02
IDAHO POWER	2204882910 11	2204882910 111221	501.40
IDAHO POWER	2204882910 11	2204882910 111221	115.86
IDAHO POWER	2204882910 11	2204882910 111221	56.38
IDAHO POWER	2205963446 11	2205963446 111021	59.69
IDAHO POWER	2206773224 11	2206773224 112021	9.13
IDAHO POWER	2207487501 11	2207487501 112021	7.95
IDAHO POWER	2224304721 11	2224304721 111021	5.31

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
ANDERSON ASPHALT PAVING IN	220	Materials Dumped October 2021	401.66
STAR PRODUCTS INC	54985	Snow Poles	406.88
Total STREET:			38,030.73
RECREATION			
01-4510-3100 OFFICE SUPPLIES & POSTAGE			
GEM STATE PAPER & SUPPLY	1062459	Calendar, Towels, Toilet Paper	120.32
GEM STATE PAPER & SUPPLY	1062459-01	Calendar	36.39
01-4510-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2111-855402	Steelwool	10.98
CHATEAU DRUG CENTER	2465594	Paper Clip	1.89
CHATEAU DRUG CENTER	2465625	Padlock	94.96
OHIO GULCH TRANSFER STATIO	202099	Dump	9.00
01-4510-3250 RECREATION SUPPLIES			
CHATEAU DRUG CENTER	2465590	Balloons, Jars	27.53
CHATEAU DRUG CENTER	2466192	Balloons	11.37
TYO, JULIAN	112421	REIMBURSEMENT: Magic Lantern Admission + Popcorn	87.75
US BANK	7926 112621	Quey's Maze	55.00
US BANK	7926 112621	Sun Valley: Bowling	62.86
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	02085483	Crackers, Berries, Eggs, Ketchup	39.56
ATKINSONS' MARKET	04091113	Sugar, Jello, Glass Jars, Berrys	66.17
ATKINSONS' MARKET	04134737	Veggies, Berries, Chicken, Muffins	64.35
ATKINSONS' MARKET	05477365	Salsa, Soup, Cinnamon Rolls, Cheese, Eggs	50.22
ATKINSONS' MARKET	08380615	Candy	6.24
ATKINSONS' MARKET	08381649	Cinnamon Rolls, Snowflake Decorations, Icing	8.97
01-4510-4200 PROFESSIONAL SERVICE			
KETCHUM COMPUTERS, INC.	18470	NOV 21 Parks	406.00
SENTINEL FIRE & SECURITY, IN	71033	2347 - 8th Street West	93.00
01-4510-5200 UTILITIES			
IDAHO POWER	2206452274 11	2206452274 112021	317.57
INTERMOUNTAIN GAS	31904030009 1	31904030009 112221	110.59
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
KETCHUM AUTOMOTIVE INC.	93753	Oil Change	60.95
Total RECREATION:			1,741.67
Total GENERAL FUND:			275,762.88
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	04099220	Cups, Hand Sanitizer	77.78
ATKINSONS' MARKET	04099220	TAX EXEMPT	5.76-
ATKINSONS' MARKET	08342247	Donuts	39.71
ATKINSONS' MARKET	08342247	TAX EXEMPT	2.25-

Vendor Name	Invoice Number	Description	Net Invoice Amount
02-4530-4220 GRAND MARSHAL DINNER			
ATKINSONS' MARKET	06537451	Sparkling Water	72.04
Total WAGON DAYS EXPENDITURES:			181.52
Total WAGON DAYS FUND:			181.52
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7194 ZONING CODE UPDATE			
LOGAN SIMPSON DESIGN INC	28629	Historic Preservation Plan Update	18,800.00
03-4193-7200 TECHNOLOGY UPGRADES			
CASELLE, INC.	113346	miExcel AP Setup	1,000.00
Total GENERAL CIP EXPENDITURES:			19,800.00
Total GENERAL CAPITAL IMPROVEMENT FD:			19,800.00
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	76	Monthly Payment per contract	20,833.33
22-4910-6060 EVENTS/PROMOTIONS			
ROAD WORK AHEAD CONST. SU	TS-16231	Nightmare on Main	1,695.34
CARITAS CHORALE	120121	Holiday Tree Lighting Performance	250.00
MEYER, ROBERT SCOTT	120121	Santa Claus Appearance	250.00
Total ORIGINAL LOT TAX:			23,028.67
Total ORIGINAL LOT FUND:			23,028.67
FIRE CONSTRUCTION FUND			
FIRE FUND EXP/TRNFRS			
42-4800-7400 OFFICE FURNITURE			
BUSINESS INTERIORS OF IDAHO	PR11756-1	Furniture and Installation	2,051.04
US BANK	9939 112621	Furniture for new station (Mii fridge, desk, coat hangers, rugs)	1,934.56
42-4800-7450 EQUIPMENT			
CDW GOVERNMENT, INC.	N632595	Computer Equipment for new Station	1,737.81
US BANK	9939 112621	Equipment for station (Mounts, Speakers, Battery Back-up)	1,279.84
42-4800-7800 CONSTRUCTION			
CURTIS TOOLS FOR HEROES	INV543852	Fire Station Construction	1,149.00
EARTHCAM INC.	WS1013218480	New Fire Station: NE & SW Cameras Build Progress	594.00
Total FIRE FUND EXP/TRNFRS:			8,746.25
Total FIRE CONSTRUCTION FUND:			8,746.25
STRATEGIC INITIATIVE FUND			
STRATEGIC INITIATIVE EXPENSE			

Vendor Name	Invoice Number	Description	Net Invoice Amount
54-4410-4200 PROFESSIONAL SERVICES			
AGNEW BECK CONSULTING INC	9936	Housing Action Plan & Assessment	10,708.75
Total STRATEGIC INITIATIVE EXPENSE:			10,708.75
Total STRATEGIC INITIATIVE FUND:			10,708.75
WATER FUND			
WATER EXPENDITURES			
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	78971	Postage & Mailings	429.01
63-4340-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11943644	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.42
ALSCO - AMERICAN LINEN DIVI	LBO11943646	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43
D & B SUPPLY INC.	54186	Work Pants, Shirts, Boots: Giovanni Tognoni	329.95
RIVER RUN AUTO PARTS	6538-172530	Oil, Cable Fluid, Silicone Spray	31.16
63-4340-3250 LABORATORY/ANALYSIS			
MAGIC VALLEY LABS, INC.	22536	Drinking Water Bacteria	20.00
63-4340-3400 MINOR EQUIPMENT			
US BANK	9642 112621	Solinst: Water Level Meter	580.30
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	979865	37271 111521	283.48
63-4340-3600 COMPUTER SOFTWARE			
US BANK	9642 112621	Kepware: Allen Bradley Annual Sub (W)	500.00
63-4340-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18470	NOV 21 Water	311.75
WHITE PETERSON	24892R 10/31/2	General Services 24892R 103121	14.17
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715 11	2087250715 110421	127.37
CENTURY LINK	2087255045 11	2087255045 110421	60.18
VERIZON WIRELESS	365516521 111	365516521 111321	123.29
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 11	2202458903 111921	524.99
IDAHO POWER	2206786259 11	2206786259 111921	23.48
INTERMOUNTAIN GAS	32649330001 1	32649330001 112221	33.19
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
US BANK	9642 112621	Amazon: Grandstream UCM6202 IP PBX-2 Port	291.90
Total WATER EXPENDITURES:			3,769.07
Total WATER FUND:			3,769.07
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			

Vendor Name	Invoice Number	Description	Net Invoice Amount
64-4340-7653 WATER METER REPLACEMENT			
FERGUSON ENTERPRISES, LLC	0804246	NEW WATER METERS AND METER VAULTS	1,400.46
FERGUSON ENTERPRISES, LLC	0804270	NEW WATER METERS AND METER VAULTS	4,487.67
FERGUSON ENTERPRISES, LLC	0804399	NEW WATER METERS AND METER VAULTS	5,367.08
64-4340-7802 KETCHUM SPRING WA CONVERSION			
CANYON EXCAVATION, LLC	20585APP2	Ketchum Springs Water Phase 4	176,067.93
Total WATER CIP EXPENDITURES:			187,323.14
Total WATER CAPITAL IMPROVEMENT FUND:			187,323.14
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	78971	Postage & Mailings	643.51
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11943644	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41
ALSCO - AMERICAN LINEN DIVI	LBO11943645	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	126.36
ATKINSONS' MARKET	02481594	Distilled Water	4.90
ATKINSONS' MARKET	05478157	Distilled Water	4.90
CHATEAU DRUG CENTER	2466292	Neosporin	5.69
CHATEAU DRUG CENTER	2471920	Aloe, Mouse Killer, CDS 10oz Blk Enamel	27.61
D & B SUPPLY INC.	61310	Work Pants: Mick Mummert	139.97
GEM STATE PAPER & SUPPLY	1062194	Toilet Paper	42.80
GEM STATE PAPER & SUPPLY	1063334	Shop Towels, Nitrile Gloves	240.73
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	979864	37270 111521	762.52
65-4350-3600 COMPUTER SOFTWARE			
US BANK	9642 112621	Kepware: Allen Bradley Annual Sub (WW)	500.00
65-4350-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18470	NOV 21 Wastewater	275.50
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
SUWANRIT, FRANK	112221	CDL Driving Test & License	166.95
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 11	2087268953 111321	60.18
VERIZON WIRELESS	965494438 111	965494438 111021	41.64
VERIZON WIRELESS	965494438 111	965494438 111021	24.54
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 11	2202158701 111121	9,065.81
IDAHO POWER	2202703357 11	2202703357 111921	87.46
IDAHO POWER	2206786259 11	2206786259 111921	23.49
INTERMOUNTAIN GAS	32649330001 1	32649330001 112221	158.12
INTERMOUNTAIN GAS	32649330001 1	32649330001 112221	128.60
INTERMOUNTAIN GAS	32649330001 1	32649330001 112221	22.86
INTERMOUNTAIN GAS	32649330001 1	32649330001 112221	33.19
INTERMOUNTAIN GAS	58208688554 1	58208688554 112221	9.79

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
PIPECO, INC.	S4404889.001	4" Cap S&D	5.16
PIPECO, INC.	S4413494.001	PVC Pipe, Coupling	453.34
PLATT ELECTRIC SUPPLY	2F82502	15A 125V Plug	11.23
INTEGRITY PUMP SOLUTIONS, I	FY21M9-391	Pumpex Repair	2,465.00
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
UNITED OIL	979864	37270 111521	84.25
US BANK	9642 112621	TruGrit: 8" Pipe (x6)	603.80
US BANK	9642 112621	TruGrit	747.00
VERIZON WIRELESS	965494438 111	965494438 111021	41.64
Total WASTEWATER EXPENDITURES:			17,036.95
Total WASTEWATER FUND:			17,036.95
WASTEWATER CAPITAL IMPROVE FND WASTEWATER CIP EXPENDITURES			
67-4350-7811 CAPITAL FACILITY PLAN			
HDR ENGINEERING, INC.	1200389645	20576 - Wastewater Facility Planning Study	2,749.75
Total WASTEWATER CIP EXPENDITURES:			2,749.75
Total WASTEWATER CAPITAL IMPROVE FND:			2,749.75
PARKS/REC DEV TRUST FUND			
93-3700-6850 % FOR ARTS			
DESIGN STUDIO GH	111821	KAC City Hall Sculpture Artist Proposal Stipend	250.00
TALLEY FISHER STUDIO, LLC	111821	KAC City Hall Sculpture Artist Proposal Stipend	250.00
JAKE BALCOM	111821	KAC City Hall Sculpture Artist Proposal Stipend	250.00
Total :			750.00
Total PARKS/REC DEV TRUST FUND:			750.00
ESSENTIAL SERVICES FAC. TRUST ESF TRUST EXPENDITURES			
95-4193-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18470	New City Hall	5,256.25
SENTINEL FIRE & SECURITY, IN	70917	2296 - 191 Fifth Street West (New City Hall) Installation of Panic Buttons	936.00
95-4193-7201 FUTURE ESF CITY HALL			
THORNTON HEATING	50353	New City Hall: Hydronics Repair Remainder	2,783.00
US BANK	6235 112621	Ketchum Kitchens: Toaster Oven	342.34
US BANK	6235 112621	Flag Factory: American Flag	269.00
US BANK	6235 112621	Amazon: Mini PC for Chambers	556.00
US BANK	6235 112621	Amazon: Wireless Keyboard, Monitor Arm	62.98
US BANK	6235 112621	Newegg: Misc. Computer Parts/Components	14.86
US BANK	6235 112621	Newegg: Misc. Computer Parts/Components	377.98
US BANK	6235 112621	Newegg: Misc. Computer Parts/Components	11.87
US BANK	6235 112621	Newegg: Misc. Computer Parts/Components	169.39
US BANK	6235 112621	Newegg: Misc. Computer Parts/Components	21.58
US BANK	6235 112621	Amazon: Window Film	89.96
US BANK	6235 112621	Amazon: VOIP Speaker Phone	282.29

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	9988 112621	Costco: Keurig	143.09
US BANK	9988 112621	Home Depot: Dishwasher Kit	26.49
WOOD RIVER LOCK SHOP, LLC	17931	New City Hall Keys, Re-key core	143.25
A & A MOVING	39	New Ciy Hall: Furniture Moving	2,015.00
Total ESF TRUST EXPENDITURES:			13,501.33
Total ESSENTIAL SERVICES FAC. TRUST:			13,501.33
Grand Totals:			563,358.31

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

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

Invoice Detail.Voided = No, Yes



City of Ketchum

December 6, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to execute Bonneville Collection, Public Agency Collection Service Agreement #22751

Recommendation and Summary

Staff is recommending the council authorize the Mayor to sign agreement #22751 with Bonneville Collection and adopt the following motion:

"I move to authorize the Mayor to sign the Public Agency Collection Services Agreement \$22751 with Bonneville Collection."

The reasons for the recommendation are as follows:

- For collection of delinquent parking fines and dishonored checks.

Introduction and History

Collections Bureau Incorporated (CBI) has provided collection services for the city since 1985, they are based out of California and recently went out of business. CBI recommended the city to the company that purchased them States Recovery Systems another California based company. Our City Administrator and Attorney requested we seek a local firm instead.

Analysis

Bonneville Collection and Idaho based company can provide us with the same services that CBI has, we are requesting approval of this agreement.

Financial Impact

The city of Ketchum will not be responsible for any cost or fee for the collection, the fees are recovered from the individual at 23%.

Attachments:
Agreement #22751

COLLECTION AGREEMENT

This agreement is entered into on the 6 day of December 2021 between **BONNEVILLE BILLING & COLLECTIONS, Inc.**, hereafter known as Agency, and City of Ketchum, hereafter known as Client.

Agency and Client agree as follows:

Agency will conduct collection activities on all accounts assigned by Client in compliance with **The Fair Debt Collection Practices Act** and other Federal, State, and local laws.

Any monies collected by Agency will be held in a trust account and will be remitted to Client by the 15th of each month following collection.

Client agrees to notify Agency within 72 hours of any payments received by them on any account assigned to Bonneville.

If legal action is initiated, all normally incurred court costs and attorney fees will be advanced by the Agency. However, if Client requires the account to be cancelled after legal action has commenced, and after any court costs or attorney fees have been incurred, Client will be responsible for repayment of said costs.

To the best of Client's knowledge, all accounts assigned are valid, and are duly owed. If Client cancels an account on which the Agency has initiated collection action, the Client may be charged Agency's commission at the rate described in this agreement. Client indemnifies Agency if Client assigns an incorrect balance or amount that is not authorized in the contract between Client and Debtor.

In addition to any other indemnification stated in the Agreement, Client and Agency, including respective employees, agents and staff, shall indemnify, defend, and hold harmless against and from all claims, losses, costs, suits, judgments, damages and expenses, arising from their own negligence, errors and omissions.

Agency is hereby authorized, as agent, to endorse for deposit and collections such consumer paper made payable to Client that may be received for payment.

Either party may cancel agreement at any time with written request. Agency will discontinue all collection efforts and return those accounts not in litigation within 45 days.

Accounts will be serviced on the following contingency fees:

23% Regular Accounts

23% Legal Accounts

Client agrees to pay a one-time set up fee of \$ 0.

Client City of Ketchum

Address PO Box 2315

City Ketchum State Idaho Zip 83340

Contact Name Shellie Robel Title Treasurer

E-mail Finance@ketchum-idaho.org

Phone Number 208 806 7065 Fax None

Special Instructions _____

FOR VALUABLE CONSIDERATION, the undersigned does hereby assign, transfer, and set over unto **BONNEVILLE BILLING & COLLECTIONS, Inc.**, my/our claim and demand against any assigned debtors together with all rights, title, and interest therein and demand represented thereby and all rights of action accrued, or to accrue thereon. **BONNEVILLE BILLING & COLLECTIONS** may negotiate or keep all interest accrued on the account after assigned for collections. I/we hereby grant **BONNEVILLE BILLING & COLLECTIONS** full power to sue for, collect for, reassign, or in any other manner enforce collections thereof in its own name.

November 11, 2021

City of Ketchum
480 East Ave. N
Ketchum, ID 83340

To whom it may concern:

Hi, my name is Lenore Henrie and I am client services for our Boise office. We want to thank you for your interest with wanting to learn more information about our company. We have been in business for 41 years. We have several offices in the Western United States. Our corporate office is located in Ogden, with an office in Boise, Idaho Falls and Vancouver.

To set up services with Bonneville Collections, we have a Collection Agreement that needs to be filled out. This not a contract and does not bind you to Bonneville. Attached is an agreement for you to review. Bonneville is proposing a commission rate of 23% for all accounts assigned for collections from the City of Ketchum. Under Idaho Statute 67-2358 public agencies may add a collection fee to any account assigned to a collection agency. It is incumbent upon the City of Ketchum to add a collection fee of 30% to the debt prior to being assigned to us for the City to be made whole once the total amount has been collected.

If you have any questions, please let me know.

Sincerely,



Lenore Henrie
Client Services
Telephone: (208) 321-3635
Fax# (208) 424-8572
lenore.henrie@bonncoll.com



City of Ketchum
City Hall

November 30th, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Authorization and Approval of Agreement #22752 with Artist Jake Balcom

Recommendation and Summary

Staff is recommending Council to approve Agreement #22752 with artist Jake Balcom for a sculpture project at the new City Hall.

“I move to approve Agreement #22752 with artist Jake Balcom.”

The reason for the recommendation is as follows:

- The City Hall building should represent the City of Ketchum and be welcoming to passersby.
- The City has previously allocated these funds (June 2021) for use in art installations for City Hall.

Introduction and History

In early 2021, the Ketchum City Council hired Amy Westover, a Boise arts consultant to advise the City on where art could be utilized in the new City Hall, one identified location being the front entry/foyer. In mid-2021, the Ketchum Arts Commission (KAC) corroborated this finding and decided to pursue funding for a piece in this location, and others in the future, in accordance with the City's Percent for Art ordinance. City Council approved that funding in June 2021, and shortly after, the KAC issued a call for artists.

The KAC received 32 complete submissions. KAC juried applications, selected three finalists whom in turn, submit proposals for a piece in City Hall. After a second jury of proposals, the KAC and two guest jurors, Courtney Gilbert and Amy Westover, selected an artist's proposal. The selected artist will create a metal sculpture that will be installed in the upper story of the new City Hall's entry way. The Percent for Art allocation from the Capital Improvement Fund will fund the artist's stipend (\$30,000) which is inclusive of all artist fee, design, materials, engineering, fabrication, shipping and installation. The installation goal is March 1, 2022.

Jake Balcom is a metal sculptor currently living in Kansas City. He has been commissioned by private collectors, commercial developers, municipalities, and your average Joe to produce unique sculptures, lighting, and large-scale, public art installations. As varied as his work can be, Jake's work always has the same goal, to find the perfect symbiotic relationship between the concept, site, atmosphere, people, and art. He relies heavily on his passion for both organic forms found in nature, and mathematical geometry to create unique, visually stimulating pieces that result in a balanced, complementary contrast between the natural and industrial world.

Financial Impact

There is no new financial requirement or impact. All costs will be funded through the Capital Improvement Fund approved in June 2021 per the City's Percent for Art Ordinance.

Attachments: Agreement #22752
Purchase Order #22042
Artist Proposal

¹ <http://jakebalcomsculpture.com/>

**AGREEMENT #22752 BETWEEN THE CITY OF KETCHUM AND JAKE BALCOM
FOR THE COMMISSION OF A SCULPTURE ART PROJECT**

This agreement is entered into as of the _____ day of _____, 2021 by and between the City of Ketchum, a municipal corporation (hereinafter “City”), and Jake Balcom, an individual (hereinafter “Artist”); (hereinafter collectively referred to as “the Parties”) for the purpose of creating a sculpture at the Ketchum City Hall.

RECITALS

WHEREAS, the City requires the services of an artist to create a sculpture in a public space; and

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Ketchum Arts Commission has selected the Artist based upon their work and qualifications; and

WHEREAS, the Artist and City wish to perform under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the Parties agree as follows:

AGREEMENT

DESCRIPTION OF SERVICES

Artist will design, fabricate and install a sculpture for the foyer at the City Hall.

PAYMENT FOR SERVICES

In exchange for the services, the City shall pay Artist a fee of Thirty Thousand Dollars (\$30,000) upon receipt of artwork and approval by a City Committee. This amount is inclusive of artist fee, design, materials, engineering, fabrication, shipping and installation.

TERMS

The work shall be performed by Artist or Artist Team. The work submitted by the Artist is original, solely owned by the Artist and reproduction will not violate the rights of any third party. The Artist shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Artist grant to a third party the right to replicate the artistic designs and dimensions of the artwork, without the written permission of the City

Artist retains all rights to the artwork pursuant to the Copyright Act of 1976. The Artist grants to the City of Ketchum an unlimited, non-exclusive and irrevocable license to make reproductions of the artwork and the final designs to be used in brochures, media, publicity, marketing, social media, and catalogs or other similar publications.

The artwork is intended to remain in place indefinitely; however, the artwork may be removed at any time without notification of the Artist to accommodate replacement or repairs.

The City of Ketchum is not responsible for any third-party infringement of Artists' copyright and not responsible for protecting the intellectual property rights of Artist.

INDEPENDENT CONTRACTOR

Artist is not an employee, servant, agent, partner or joint venture of the City. The City shall determine the work to be done by Artist, but Artist 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 Artist.

ARTIST RESPONSIBILITIES

Artist shall coordinate commencement of design on the effective date of this Agreement and complete the Scope of Services on or before Tuesday, March 1, 2022.

ARTIST'S INSURANCE

The City and Artist warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement

INDEMNIFICATION

Artist 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 of injury to persons or property arising out of or resulting from the negligent performances or activities of Artist, Artist's agents, employees, or representatives under this Agreement.

NONASSIGNMENT

It is expressly agreed and understood by the Parties hereto that Artist 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.

APPLICABLE LAW

Any dispute under this Agreement or related to this Agreement shall be construed in accordance with the laws of the State of Idaho.

SEVERABILITY

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

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

CITY OF KETCHUM

ARTIST

Neil Bradshaw, Mayor

Jake Balcom

ATTEST:

Tara Fenwick, City Clerk



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22042

To: 5755 JAKE BALCOM 1519 CHERRY ST KANSAS CITY MO 64108	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/03/2021	gbeiser	gbeiser	City of Ketchum	0	

Quantity	Description	Unit Price	Total
1.00	New City Hall % for the Arts Sculpture 93-4900-7500	30,000.00	30,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		30,000.00

 Authorized Signature

Concept



To represent Ketchum as a beautiful outdoor destination for both winter and summer activities.



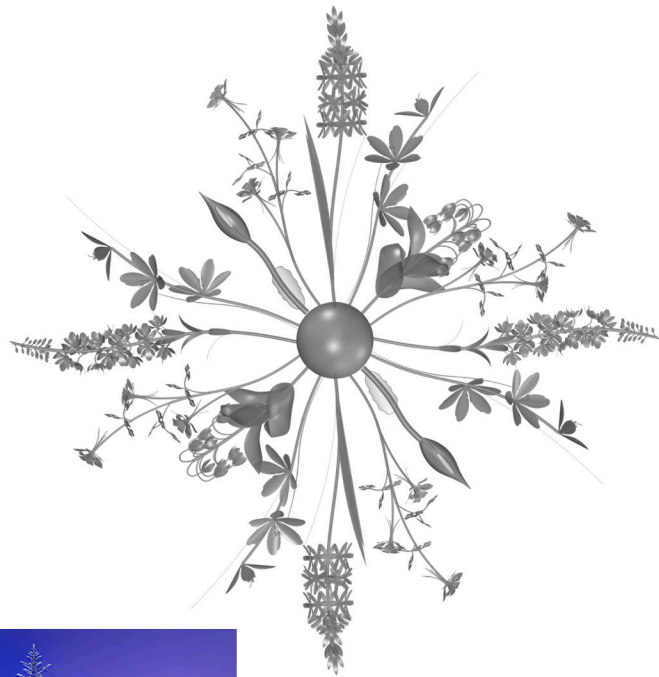
***Concept
Evolution***



I chose two of Ketchum's biggest draws as the main design elements. Snow and wild flowers.



Snowflake



Wild Flowers



columbine



grass widow



fire weed



skunk cabbage



bluebells



wild hyacinth



Details

Size: 72” in diameter

Weight: 250-350 lbs

Materials: 304 stainless steel or 5052 aluminum depending on the market price of stainless. Metal prices, especially stainless steel, have been fluctuating wildly for the past 6 months. My preference is to fabricate the sculpture out of stainless and as of today, the prices allow for such. The finish will be a combination of satin and light polish to create texture and depth.

Fabrication: The flowers are fabricated using formed stainless sheet metal and stainless rods. Each flower component is fully welded, finished, and then passivated for long life. The individual flower components are connected to the hub via sockets and set screws which is explained further in the installation description.

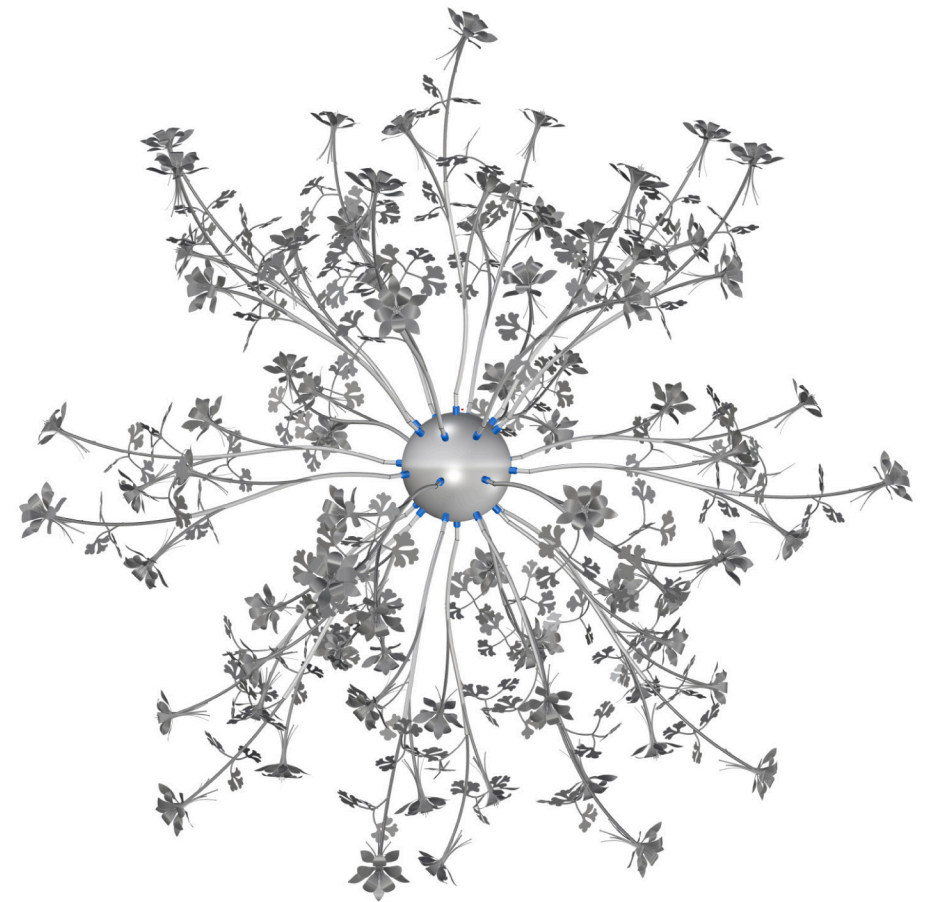
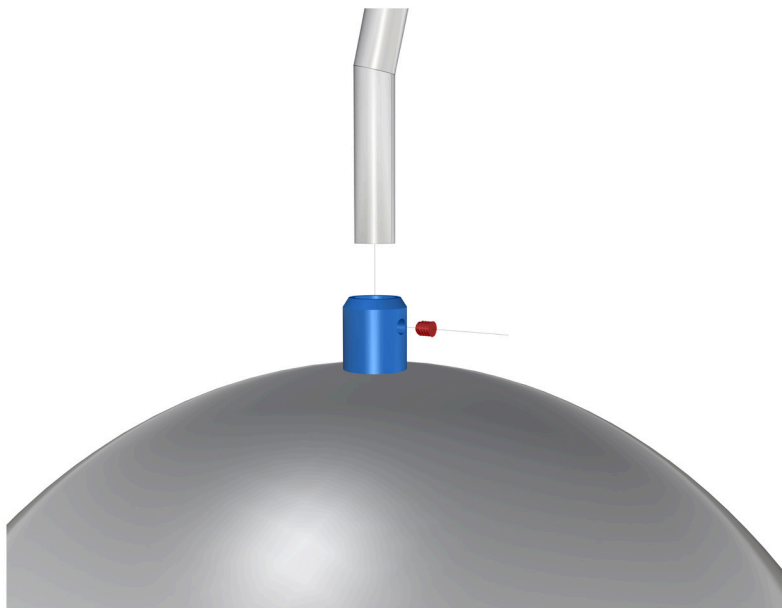


Maintenance: Virtually none. Both the stainless steel and aluminum are extremely weather resistant and durable. The indoor location drastically reduces the chance of rust or corrosion, but the stainless will be electropolished for a shiny finish and passivation.

Cleaning: Cleaning will mostly involve dusting the components of the sculpture. If a detailed cleaning or polishing is desired, each branch of the sculpture can be removed separately allowing one to clean just one branch or the whole sculpture.

Socket System

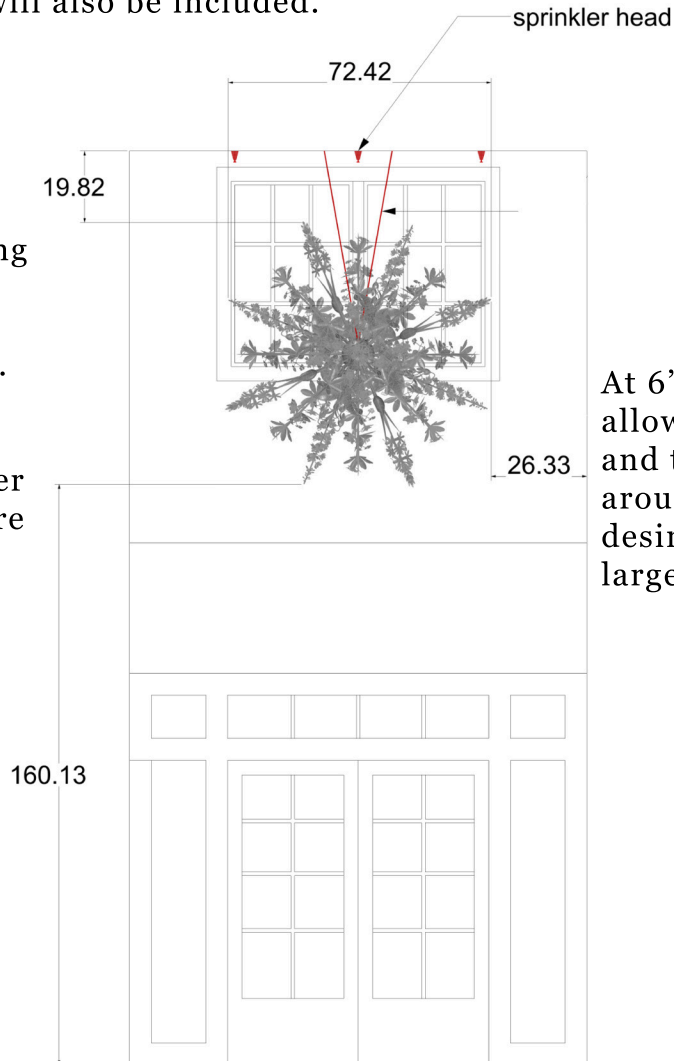
Individual flower elements are attached via a socket and set screw. The sockets are fabricated out of 304 stainless steel and fully welded to the stainless steel hub. Size of the socket and the set screw will be determined by an engineer.



Installation

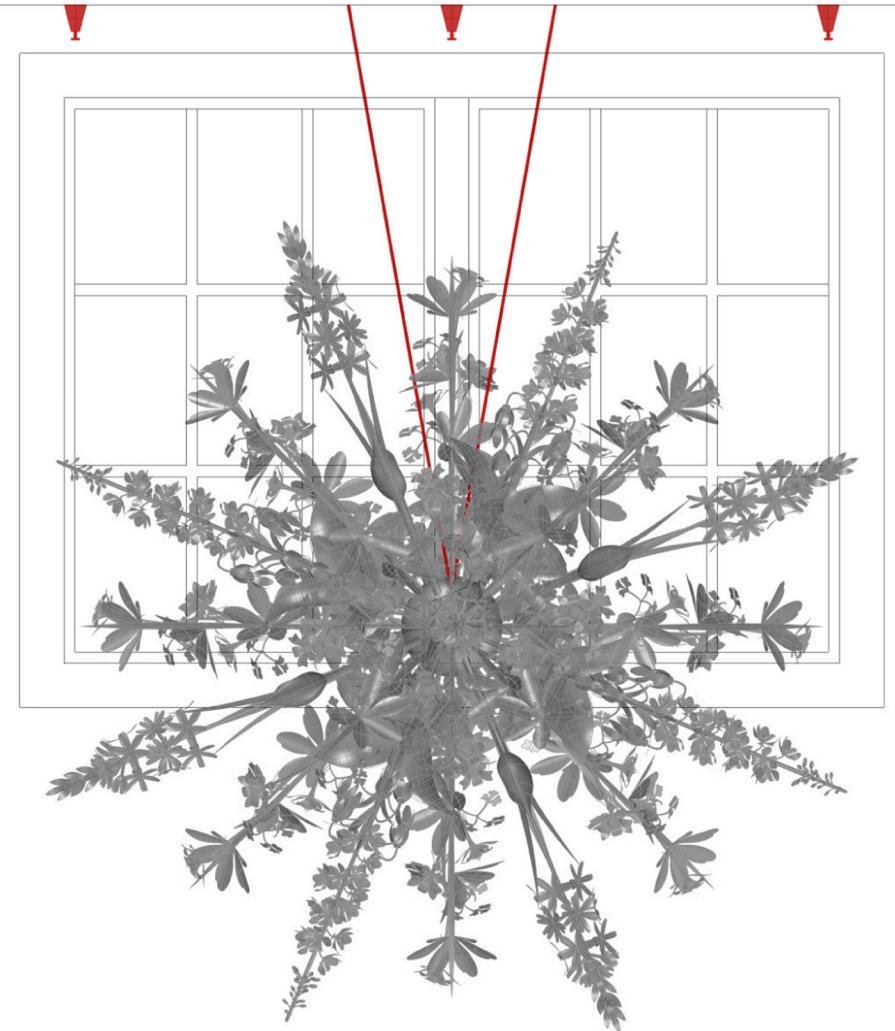
Installation is pretty straightforward. Using a scissor lift, the stainless steel hub is attached to the pre-installed hanging cables. The individual flower components are then attached via the socket and set screw. Total installation time is 3-6 hours. Removal is simply reversing the above steps. To make reinstallation easier, the sockets and their respective flower component will be inconspicuously stamped so one can just match the number on the flower with the number on the socket. A map and instructions will also be included.

The sculpture will hang about 20" below the ceiling to accommodate for the fire sprinklers. At this height, the sculpture can still be seen through the upper window. The sculpture can hang higher or lower if desired.



At 6' in diameter, the sculpture allows for about 2' between it and the wall for easier access around the sculpture. If desired, the sculpture could be larger or smaller

Two 1/8" stainless steel cables support the sculpture and prevent it from twisting. Each cable is rated for 1000 lbs. Turnbuckles will be used at the top of the cables to level out the sculpture. The cable and cable stops will be made according to specs provided by the engineer. Installation of cables to the ceiling will be performed by a licenced contractor.



Some close up views





City of Ketchum

December 6, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Agreement #22754, THIRD ADDENDUM TO LEASE AGREEMENT
of Ohio Gulch Sludge Drying Fields Lease Agreement**

Recommendation and Summary

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

I move to approve Agreement #22754, **THIRD ADDENDUM TO LEASE AGREEMENT**, for an extension of the term of the Ohio Gulch sludge drying fields lease agreement with Blaine County, the City of Hailey and the Sun Valley Water and Sewer District so that it is valid and in force until November 30, 2026.

The reasons for the recommendation are as follows:

- The existing lease agreement extension expired November 31, 2021.
- Extending the existing lease agreement will allow Blaine County, as owner of the property, and the various users of the facility time to develop a more thorough and equitable agreement for this necessary step in Ketchum's wastewater treatment process.
- A new agreement for sludge handling at the Ohio Gulch facility is being developed at this time and will include other Wood River valley users as participants of the new agreement.

Analysis

The Ohio Gulch Sludge Management Facility is the only place in the Wood River valley able to accept wastewater sludge for proper disposal. The sludge drying facilities at Ohio Gulch are part of the Biosolids Management Plan which is being modified to conform to new standards required by the Environmental Protection Agency and Idaho Department of Environmental Quality. Extension of the current lease agreement until November 30, 2026 provides adequate time for a new process for biosolids management to be developed and implemented.

Sustainability

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

Financial Impact

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

Attachments:

Third Addendum to Lease Agreement

Second Addendum to Lease Agreement

Addendum to Lease Agreement

THIRD ADDENDUM TO LEASE AGREEMENT

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

RECITALS

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

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

3. On April 2, 2019, the parties entered into an ADDENDUM TO LEASE AGREEMENT, hereinafter referred to as "first addendum," which extended the termination of the lease agreement until April 5, 2020.

4. The parties entered into a SECOND ADDENDUM TO LEASE AGREEMENT, hereinafter referred to as "second addendum," which extended the termination of the lease agreement until November 31, 2021.

5. The parties wish to extend the term of the lease agreement so that it is valid and in force until November 30, 2026.

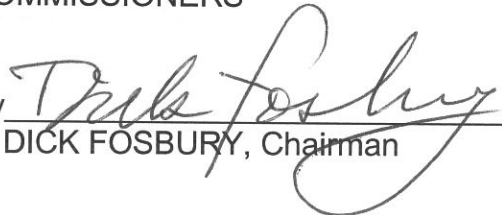
6. In addition to the extended term, the parties agree that all existing terms in the lease agreement are still applicable.

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

1. Term. The lease agreement shall be in full force and effect until its expiration on November 30, 2026. All prior lease agreement terms shall conform to the November 30, 2026, termination date.
2. Existing Lease. All other terms of the lease agreement provided herein remain in full force and effect.

Agreement entered into and effective as of this 30 day of November, 2021.

BLAINE COUNTY BOARD OF COUNTY COMMISSIONERS

By 
 DICK FOSBURY, Chairman

ATTEST:


 STEPHEN McDOUGALL GRAHAM
 Blaine County Clerk

"CITIES"

By _____
 MARTHA BURKE, Mayor
 City of Hailey

ATTEST:

 MARY CONE
 Hailey City Clerk

By _____
 NEIL BRADSHAW, Mayor
 City of Ketchum

ATTEST:

 TARA FENWICK
 Ketchum City Clerk

SUN VALLEY WATER AND SEWER DISTRICT

By _____
JAMES D. LOYD, President

ATTEST:

JEANENE PARKER, Treasurer

LEASE

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

RECITALS

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

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

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

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

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

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

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

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

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

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

agreement.

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

COUNTY

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

CITIES

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

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

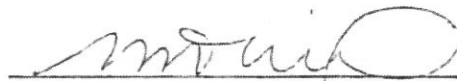
Sun Valley Water and Sewer District
P.O. Box 2410
Sun Valley, ID 83353

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

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

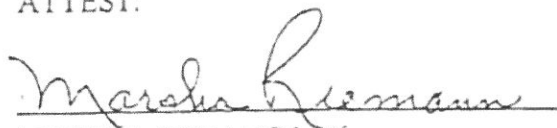
20. **TIME OF THE ESSENCE.** Time is, and shall be, of the essence of each and every term and condition of this agreement.
21. **ATTORNEYS FEES ON DEFAULT.** If default be made by any party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them,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

"COUNTY"



MARYANN MIX
Blaine County Board of Commissioners

ATTEST:




MARSHA RIEMANN
Blaine County Clerk

"CITIES"

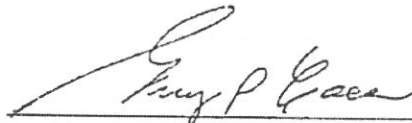


BRAD SIEMER, Mayor
City of Hailey

ATTEST:

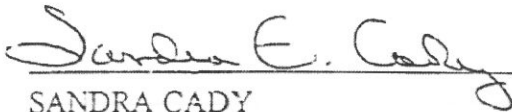


HEATHER DAWSON
Hailey City Clerk



GUY P. COLES, Mayor
City of Ketchum

ATTEST:

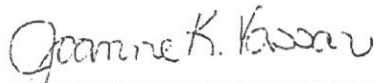


SANDRA CADY
Ketchum City Clerk



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

ATTEST:



JOANNE K. VASSAR

LEASE -8 OF 11

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

State of Idaho)
) ss.
County of Blaine)

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

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

Marsha Keimann
Notary Public for Idaho
Residing at Hailey
Commission expires: 2003

(Seal)

State of Idaho)
) ss.
County of Blaine)

On this 7th day of March, 1999, before me, the undersigned, Notary Public in and for said County and State, personally appeared BRAD SIEMER, Mayor of the City of Hailey, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said City.

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

LEASE -9 OF 11
E:\Ketchum\Sewer\Sludge Field Agmt.wpd

Leather Dawson
Notary Public for Idaho
Residing at Hailey ID
Commission expires: 05/02/02

(Seal)

State of Idaho)
) ss.
County of Blaine)

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

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

James B. Jaquet
Notary Public for Idaho
Residing at Ketchum
Commission expires: March 24, 2003

(Seal)

State of Idaho)
) ss.
County of Blaine)

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

LEASE -10 OF 11
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IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year
in this certificate first above written.

(Seal)

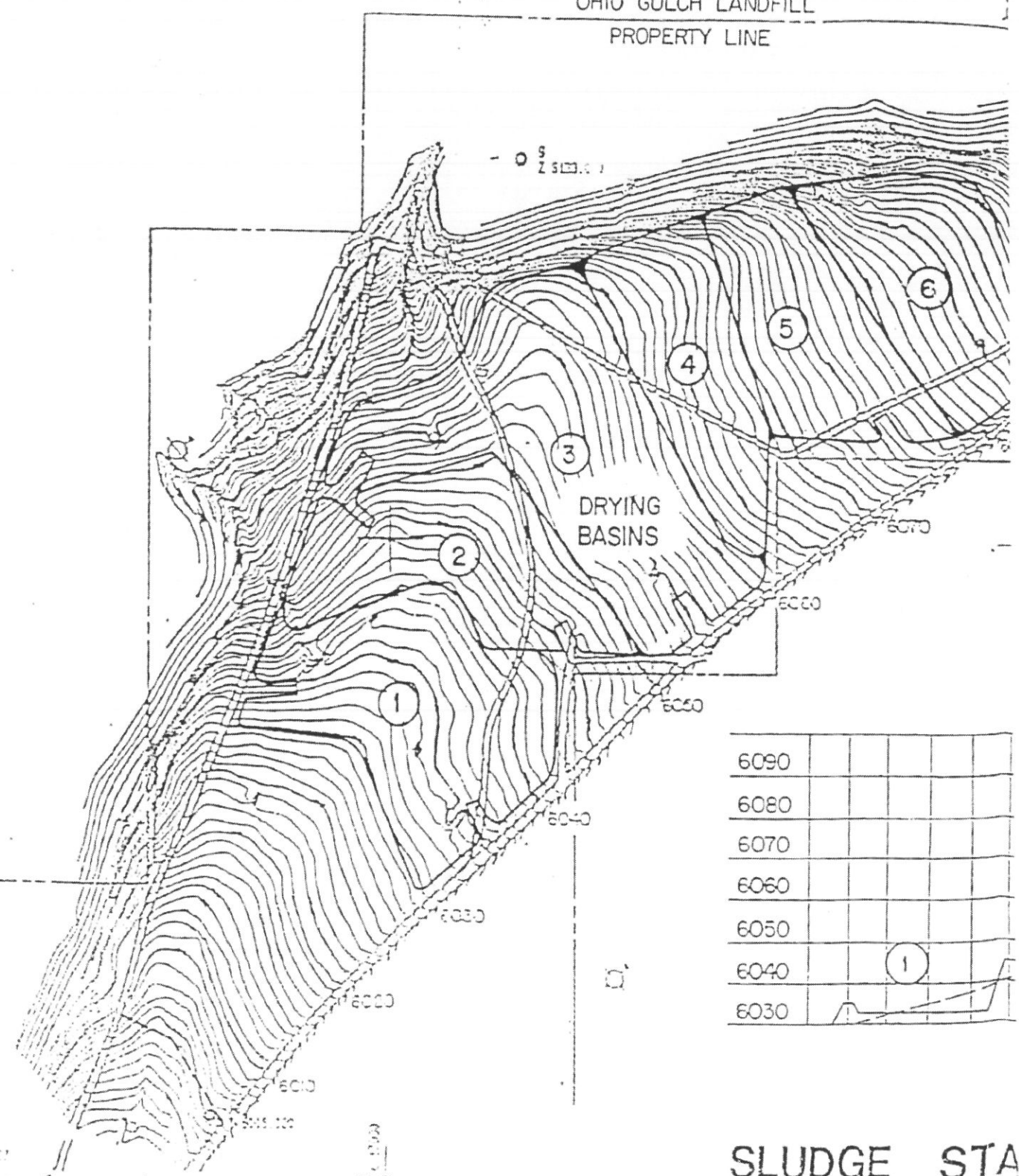
Joanne K. Vassar
Notary Public for Idaho
Residing at HAILEY
Commission expires: 8/14/2001

OHIO GULCH LANDFILL
PROPERTY LINE

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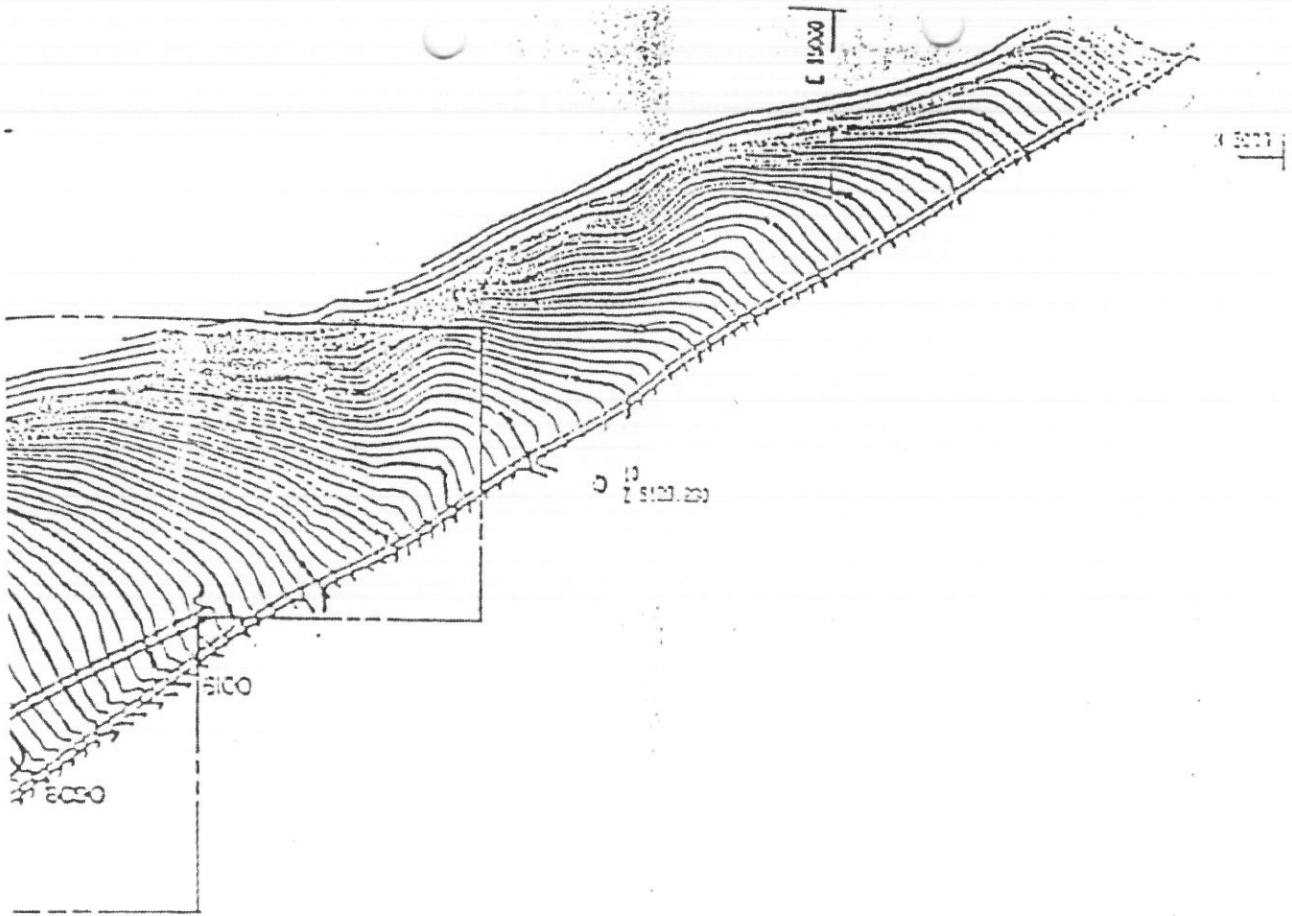
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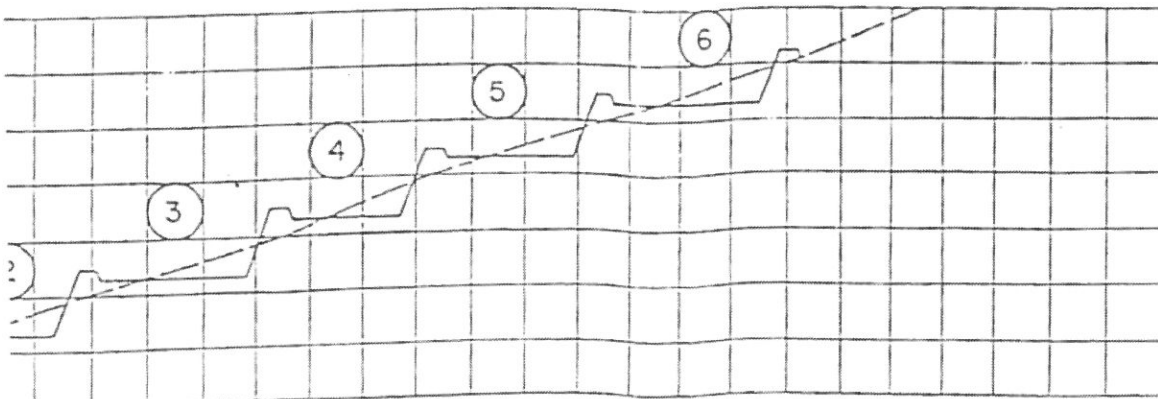
SLUDGE STA



E 15000



E 5000





PROFILE - SLUDGE DRYING BASINS

WATER TREATMENT FACILITIES

FIGURE 5

Exhibit B

 *Ohio Gulch Sludge Management Site*
(Sewage Sludge Area)

 *rocedures Manual*

September 1, 1998



Prepared by:

Earth Tech
1299 North Orchard, Suite #301
Boise, Idaho 83709
(208) 375-8324

EARTH  TECH
A TYCO INTERNATIONAL LTD. COMPANY

OHIO GULCH SLUDGE MANAGEMENT SITE
(Sewage Sludge area)
PROCEDURES MANUAL

Introduction

Sludge management facilities were constructed at Blaine County's Ohio Gulch landfill in 1988. The landfill was closed at the end of 1994, and a transfer station was constructed at the site. Southern Idaho Solid Waste personnel currently operate the sludge facilities as well as the transfer station. Municipal wastewater treatment plant sludge (sewage sludge), septage, grease trap wastes and car wash/shop sump wastes are accepted at the Ohio Gulch sludge management area.

All parties disposing of sludge at the site have an interest in maintaining the availability of this service. Continued compliance with regulatory requirements and effective management practices will allow sludge disposal to continue without adverse effects.

The intent is to develop separate areas for the various types of wastes. New facilities will be constructed for septage, grease trap and car wash/shop sump wastes. The existing facilities will be used solely for sewage sludge.

The purpose of this manual is to formalize operations procedures, and provide a protocol for contracts between Southern Idaho Solid Waste and municipal facility users.

Definitions

In this document, *sludge* is a general term that includes wastewater treatment plant sludge, septage (septic tank pumpings), grease trap wastes and car wash/shop sump wastes. *Sewage sludge* is used to refer only to those categories of sludge covered by federal standards in Part 503, specifically wastewater treatment plant sludge.

Two characteristics of sewage sludge that affect its final use or disposal are pathogens and vector attraction. *Pathogens* are disease-causing organisms, such as viruses and certain bacteria. *Vector attraction* is the characteristic of sewage sludge that attracts rodents, flies, mosquitoes, or other organisms capable of transporting infectious agents.

Facilities Description

Access to the sludge management site is controlled at the transfer station gatehouse. An upper and lower road lead up the valley to the sludge stabilization/disposal facilities constructed in 1988, consisting of a spreading area followed by a series of six sludge drying basins. Spreading of sludge will be discontinued, and the drying basins will be utilized year-round.

Sludge stabilization/disposal facilities constructed in 1988 included a series of six sludge drying basins with volumes as shown below. The drying basins are fenced, with cables at each unloading ramp serving as gates.

SLUDGE DRYING BASIN VOLUMES

<u>Basin Number</u>	<u>Capacity (Volume at 9" depth)</u>
1	452,600 gallons
2	325,600 "
3	647,900 "
4	283,600 "
5	292,100 "
6	<u>383,100</u> "

Total 2,385,100 gallons

The sludge drying basins were designed to provide further stabilization of municipal wastewater treatment sludge and septage before disposal, in accordance with federal regulations (40 CFR Part 257) in effect at the time. These regulations required treatment by a Process to Significantly Reduce Pathogens (PSRP). Air drying as a PSRP was defined as draining/drying liquid sludge at a 9-inch depth for a minimum of three months, with two months at temperatures averaging above 32° F on a daily basis.

Basins 1, 2 and 3 each have two paved unloading ramps. The upper road, along the west side of the drying basins, provides access to the west loading ramps in Basins 1, 2 and 3. The lower road on the east is used to access loading ramps on the east in all basins. During the winter, the upper road beyond Basin 1 is not usable by the large sludge trucks from the treatment plants. An access ramp, sloped at 4.5 to 10 percent, is provided for equipment access at each basin.

Final disposal of air dried sludge removed from the basins is on a surface disposal site east of the drying basins. The dried sludge is used on the site as cover for construction and demolition waste.

Applicable Regulations

Federal standards in 40 CFR Part 503 pertain to the use or disposal of sewage sludge. Sewage sludge in Part 503 is defined as residue (scum and solids) generated during the treatment of domestic sewage in a treatment works. Though domestic septage (from septic tanks or portable toilets) is included in this definition, septage containing commercial or industrial septage (including grease trap wastes) is specifically excluded. The standards apply only to the final disposition of the sewage sludge, and not to treatment or storage (less than two years) on the land.

The disposal method at the Ohio Gulch Sludge Management Site is categorized as surface disposal. Part 503 regulations are applicable only to the disposal of sewage sludge, while Part 257 regulations apply to the disposal of grease trap wastes, car wash/shop sump wastes and mixed septage. Since the non-sewage sludge areas will be managed by an entity separate from the cities, only Part 503 wastes (specifically municipal wastewater treatment plant sludge) will be dealt with in this document.

Of the various use/disposal options for sewage sludge covered in Part 503, surface disposal has the least stringent requirements relative to sludge quality, operation and management standards, and monitoring.

Management Procedures

Waste Segregation

Since Part 503 standards apply only to sewage sludge, no other types of sludge wastes (including septage) should be mixed with the sewage sludge. (Typical septage loads hauled to the Ohio Gulch site are mixed loads - containing commercial septage - which do not fall under Part 503.). To facilitate segregation of the various types of waste, separate areas have been provided for wastewater treatment plant sludge and all other wastes.

Sewage sludge will be placed year-round in the existing sludge drying basins. New basins below the existing basins will be used for septage/grease trap and car wash/shop sump wastes.

Access Control

Access to areas used for treating or disposing of sludge needs to be controlled to protect public health, ensure proper operation, and prevent potential damage to facilities. Fences around the management site and a cattle guard near the transfer station serve to restrict access by the public and grazing animals. To prevent mixing of various types of sludge, signs are proposed to direct various haulers to the proper treatment management area for their waste

load. Locks on the gates at the various disposal areas would help to prevent unauthorized access.

Management practices prescribed in Part 503 require the following access restrictions at the surface disposal area:

1. Restriction of public access to the surface disposal site during the period that sewage sludge is being placed on the site, and for three years after placement of sludge ceases {503.24(m)}.
2. No grazing of animals on an active surface disposal area (unless it is demonstrated that public health and the environment are protected through management practices from anticipated adverse effects of sewage sludge pollutants) {503.24(l)}.

To meet Part 503 site restrictions, access to the portion of the construction/demolition waste disposal area designated for surface disposal of sludge will be restricted to Southern Idaho Solid Waste and city operating personnel.

Incoming Waste Analysis and Screening

Screening of incoming wastes is prudent to insure that the waste accepted at the Ohio Gulch sludge management site is suitable for surface disposal without adversely affecting public health or the environment. The cities will be responsible for screening sewage sludge hauled to the site.

Though there are no specific federal requirements for testing sewage sludge until final disposal, analysis of the incoming waste provides a means to identify potential problems before disposal. Monitoring of pollutant levels in the incoming sewage sludge should be at the same frequency as required for final disposal. This is based on the amount of sewage sludge in metric tons per year, dry weight basis.

Since the required frequency of monitoring is based on the amount of sewage sludge placed on the land, quantities of treatment plant sludge delivered to the Ohio Gulch site by each generator need to be determined. Amounts placed on the spreading area and in various basins should be recorded. Before delivery to the site, the pollutants applicable to the final disposal method should be measured. In the case of surface disposal, these are arsenic, chromium and nickel.

Proposed procedure:

- On a monthly basis, each treatment plant to record volumes, % solids of sludge delivered to Ohio Gulch and calculate metric tons (dry weight) of sludge.
- Each hauler to log amounts of sludge placed on spreading area and in each basin.
- Each plant to test waste sludge for arsenic, chromium, nickel in accordance with monitoring frequency required for final disposal.

Operation and Management of Treatment Areas

Facilities at Ohio Gulch used to treat the sludge for final disposal need to be managed to insure that no adverse environmental effects result from operation, and that the treated sludge will meet federal disposal standards.

- Sludge is to be placed in drying basins at a maximum 9-inch depth. Spread as necessary to disperse from unloading area. Disk beginning in spring to aid drying.
- Dried sludge can be removed from basins when PSRP criteria have been met: drying for at least 3 months, 2 of which have ambient average daily temperature above freezing.
- Runoff control should be provided to prevent sludge from leaving the site, or causing potential water pollution or health concerns.

Operation and Management of Surface Disposal Area

General Requirements and Management Practices

Part 503, Subpart C specifies general requirements and management practices for the surface disposal of sewage sludge. Applicable items are summarized below.

1. Site location & restrictions {503.24(a) through (f)}
 - a. Active disposal site not located within 60 meters of fault, in unstable area or in wetland
 - b. No placement of sewage sludge if likely to adversely affect threatened/endangered species, or its critical habitat
 - c. Active disposal area shall not restrict 100-year flood flow
 - d. If in seismic impact zone, design to withstand maximum recorded horizontal ground level acceleration
 - e. No food, feed or fiber crops grown on active disposal site (unless it is demonstrated that public health and the environment are protected through management practices from any reasonably anticipated adverse effects of sewage sludge pollutants)
2. Closure {503.22(c), (d)}
 - a. Submit written closure plan 180 days prior to date of closing active sewage sludge disposal area
 - b. Written notification to subsequent owner of site re placement of sewage sludge
3. Runoff management {503.24(g)}
 - a. Collect runoff and dispose in accordance with NPDES permit requirements
 - b. Collection system capacity for runoff from 24-hour, 25-year storm event
4. Methane gas limits {503.24(j)}
 - a. Not exceed 25 percent of lower explosive limit (LEL) in any structure within surface disposal site, and LEL (5% by volume in air) at disposal site property line
 - b. While site is active and for three years after closing

To satisfy requirements for runoff management, it is suggested that runoff at the surface disposal site be eliminated by preventing runoff from adjacent areas. This can be accomplished with small collector ditches on the uphill side of the disposal site to route runoff away from the site.

Pathogen Standards

Operational standards for disposal of sewage sludge deal with pathogens and vector attraction reduction. With respect to pathogens, sewage sludge can be classified as Class A or Class B. Class B sludge involves a lower level of treatment and less testing than Class A, but requires site restrictions (harvesting of crops, grazing, public access) that Class A does not.

Class A sludge is required for application of sewage sludge to a lawn or home garden, and when sludge is sold or given away. Class B sludge can be used for other land application options (agricultural land, forest, public contact site or reclamation site), and for surface disposal.

Treatment in a PSRP (e.g. air drying) classifies a sewage sludge as Class B. Site restrictions for a Class B sludge {503.32(b)(5)} include prohibiting grazing and restricting public access for 30 days after application of sewage sludge. For surface disposal of sewage sludge, either Class B requirements must be met or the sludge must be covered at the end of each working day.

The current air drying treatment process at the Ohio Gulch sludge management site meets Class B pathogen requirements.

Vector Attraction Reduction

Part 503.33(b) provides eleven options for vector attraction reduction. Any of these options may be used to meet the vector attraction reduction requirements for surface disposal.

The simplest vector attraction reduction (VAR) options for sewage sludge include injecting below the land surface, incorporating into the soil within 6 hours after application, covering at the end of each operating day, or raising the pH above 12. The remaining VAR options require measurement of various characteristics such as volatile solids, temperature, and oxygen uptake.

At the Ohio Gulch sludge management site, incorporation into the soil or daily cover are the recommended VAR methods for sewage sludge.

Pollutant Limits

Pollutant limits for surface disposal sites are dependent on the distance from the active sludge disposal area to the property line. Sewage sludge placed on the existing Ohio Gulch disposal area, which is over 150 meters from the property line, can have the following maximum

concentrations (milligrams per kilogram, dry weight basis): arsenic 73, chromium 600, and nickel 420. If a new disposal area closer to the property line than 150 meters is selected, pollutant limits would be reduced in accordance with Table 7 in Part 503 {503.23}. The specified pollutants are to be monitored in accordance with Part 503 requirements for frequency of monitoring, as discussed in the following section.

Testing, Records and Reporting

Testing, records and reporting are the responsibility of the waste generators and haulers. This section addresses Part 503 requirements relative to disposal of sewage sludge.

The treatment and disposal methods employed at the Ohio Gulch sludge management site require the least monitoring of the Part 503 options. Pathogen density measurements are not specified for sewage sludge treated in a PSRP, and vector attraction reduction by incorporation or covering does not involve any testing. Monitoring requirements for surface disposal include specific pollutants, methane gas concentrations and groundwater.

Testing

Sewage sludge placed on a surface disposal site is to be monitored for arsenic, chromium and nickel at a frequency determined by the amount of sludge placed in a year. Annual monitoring is required for amounts less than 290 metric tons; amounts between 290 and 1500 metric tons require quarterly monitoring. (After two years of monitoring, the permitting authority may reduce the required frequency to no less than once a year.)

Based on the total 360 metric tons of wastewater treatment plant sludge delivered to Ohio Gulch in 1996, monitoring would be required on a quarterly basis

Composite samples may be used for determining the pollutant concentrations in the sewage sludge for surface disposal. Equal amounts of dried sludge should be taken from at least 3 locations in each basin, and mixed to produce a representative sample of sludge for that basin. The basin composite samples should then be combined in proportion to the respective basin volumes. Duplicate samples should be provided for pollutant testing.

The air in structures within a surface disposal site and at the property line of the surface disposal site is to be monitored continuously for methane gas during the period that sludge is being placed on the site, and for three years after the disposal area is closed.

A groundwater monitoring program developed by a qualified groundwater scientist (or certification by same) is necessary to demonstrate that sewage sludge placed on a sludge disposal site does not contaminate an aquifer{503.24(n)}.

Records

Part 503 requires the following records to be developed and retained for five years by the person who prepares the sewage sludge for final disposal:

1. Pollutant concentrations of sewage sludge placed on surface disposal site
2. Certification statement:
"I certify, under penalty of law, that the pathogen requirements in 503.32(b)(3) have been met. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine the pathogen requirements have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment."
3. Description of how pathogen requirements in {503.32(b)(3)} are met (description of PSRP operation)

The following records are required to be developed and retained for five years by the owner/operator of the surface disposal site:

1. Pollutant concentrations of sewage sludge if placed on surface disposal site closer to property line than 150 meters (not applicable to current disposal area at Ohio Gulch)
2. Certification statement:
"I certify, under penalty of law, that the management practices in 503.24 and the vector attraction reduction requirement in 503.33(b)(?) have been met. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices and the vector attraction reduction requirements have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment."
3. Description of how the management practices in 503.24 are met.
4. Description of how vector attraction reduction requirements in 503.33(b)(?) are met. (injection or daily cover only)

Reporting

Publicly-owned wastewater treatment facilities with a design flow equal to or greater than one million gallons per day (1 mgd) are to submit the information specified above for the person who prepares the sewage sludge for final disposal. This is to be submitted to the permitting authority by November 25 of each year.

Facilities Maintenance

Sludge management facilities requiring maintenance include the sludge treatment and disposal areas, plus access roads, fences and drainage control ditches. Maintenance of the sludge drying basins involves checking for and repairing erosion of the dikes or damage from

burrowing animals. Drainage control ditches should be maintained by periodic removal of debris and excess vegetation.

Access roads may need to be graded periodically. Snow removal is also required to maintain winter access on the upper and lower roads, and the basin unloading ramps. The upper road will need to be cleared to Basin 1 for treatment plant trucks. The lower road needs to be maintained for year-round access to all existing basins by treatment plant trucks (as well as for contract haulers to the new basins).

SECOND ADDENDUM TO LEASE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

BLAINE COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

By _____
JACOB GREENBERG, Chairman

Jolynn Drage, Clerk

“CITIES”

By _____
MARTHA BURKE, Mayor
City of Hailey

ATTEST:

MARY CONE
Hailey City Clerk

By _____
NEIL BRADSHAW, Mayor
City of Ketchum

ATTEST:

ROBIN CROTTY
Ketchum City Clerk

SUN VALLEY WATER AND SEWER DISTRICT

By _____
JAMES D. LOYD, President

ATTEST:

JEANENE PARKER, Treasurer

CERTIFICATES OF VERIFICATION

STATE OF IDAHO)
) ss
County of Blaine)

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

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

Notary Public for Idaho
Residing at: _____
Commission Expires: _____

(seal)

STATE OF IDAHO)
) ss
County of Blaine)

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

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

Notary Public for Idaho
Residing at: _____
Commission Expires: _____

(seal)

STATE OF IDAHO)
) ss
 County of Blaine)

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

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

(seal)

 Notary Public for Idaho
 Residing at: _____
 Commission Expires: _____

STATE OF IDAHO)
) ss
 County of Blaine)

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

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

(seal)

 Notary Public for Idaho
 Residing at: _____
 Commission Expires: _____

ADDENDUM TO LEASE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

BLAINE COUNTY BOARD OF COUNTY
COMMISSIONERS

ATTEST:

By _____
ANGENIE MCCLEARY, Vice Chair

Jolynn Drage, Clerk

“CITIES”

FRITZ X. HAEMMERLE, Mayor
City of Hailey

ATTEST:

MARY CONE
Hailey City Clerk

NEIL BRADSHAW, Mayor
City of Ketchum

ATTEST:

ROBIN CROTTY
Ketchum City Clerk

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

ATTEST:

JEANENE PARKER,
Treasurer



City of Ketchum

December 1, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 22033 with Blue + Pine Creative Studio.

Recommendation and Summary

Staff is recommending the council approve the contract with Blue + Pine Creative Studio and adopt the following motion:

"I move to authorize Contract 22033 with Blue + Pine Creative Studio."

The reasons for the recommendation are as follows:

- The primary reason for the contract is to enhance community engagement and improve communication/transparency with the public regarding specific projects by the city.
- Staff has limited ability to make improvements to the current 'special projects' page. An external site will allow for various graphic improvements including interactive elements and improved user experience.

Introduction & Analysis

The City of Ketchum's municipal website, hosted by Municode, is restrictive from a graphics perspective – which staff believes leads to a plateau, if not decrease in public participation. Municode's limitations don't allow for interactive graphics or more visual displays of information, for example. Staff will conduct an internal audit of the site and then work with Municode to make the available improvements that don't qualify as a website 'redesign'. Municode will be updating its platform in late 2022 and at that time staff will explore a more extensive overhaul of the municipal site.

In the meantime, there are several projects the City is working on where increased transparency and enhanced community engagement are needed (ex: Community Housing Action Plan; Transportation projects (Sun Valley Road acquisition, Main Street & Warm Springs); etc.).

Considering the limitations of Municode, staff has enlisted a local design studio to create and implement a 'special projects' website that, while different in design and functionality from www.ketchumidaho.org, will be incorporated within the city's site.

Blue + Pine Creative Studio is a local design studio specializing in website development and branding. The city of Ketchum worked with the principal in a previous project (www.warmspringspreserve.org).

Sustainability

None.

Financial Impact

The cost for services is not to exceed \$19,00 within fiscal year 2022. Funding will be allocated from the Professional Services account in the Administrative budget within the approved FY22 budget.

Attachments

Proposed Contract #22033

Attachment A – Project Platform Proposal

Attachment B – Current Ketchum webpage (Special Projects) visual

Attachment C – Current Ketchum webpage (Housing Matters) visual

INDEPENDENT CONTRACTOR AGREEMENT 22033

THIS AGREEMENT made and entered into this 6th day of December, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as “Ketchum”) and BLUE + PINE CREATIVE STUDIO.

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. BLUE + PINE will provide services to the City of Ketchum consistent with the services identified in Attachment A associated with the city’s plan to improve civic engagement regarding specific community projects and undertakings via various graphic design work and production.
3. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
4. Ketchum has appropriated funds for website development to BLUE + PINE for an amount not to exceed \$19,000.
5. BLUE + PINE desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

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

- 1. SERVICES RECEIVED.** BLUE + PINE agrees to provide those services described in Attachment A, as an independent contractor. BLUE + PINE shall be responsible for all associated taxes, workers compensation and other related expenses.
- 2. TERM.** The term of this Agreement shall commence on December 7th, 2021 and shall terminate on upon completion of the projects.
- 3. CONSIDERATION.** In consideration for providing the services as herein provided, Ketchum agrees to pay BLUE + PINE monthly per services completed at an amount not to exceed \$19,000 in fiscal year 2022. Ketchum agrees to reimburse BLUE + PINE for preapproved costs regarding website maintenance and hosting. Payments will be payable within 45 days of submittal of the invoice to the city. The invoice requesting payment shall itemize the specific service provided as identified in Attachment A.
- 4. REPORTING.** With each invoice, BLUE + PINE will itemize the services performed, the project rate or hours associated with the service as applicable, and the cost for service.
- 5. NOTICES.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator
City of Ketchum
PO Box 2315
Ketchum, ID 83340

Jess Bejot
Blue + Pine Creative Studio
PO Box 2013
Ketchum, ID 83340

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

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

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

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

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

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

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

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

BLUE + PINE CREATIVE STUDIO

CITY OF KETCHUM

By

Jessica Bejot

Jess Bejot
Founding Principal

By

Neil Bradshaw
Mayor

ATTEST:

By

Tara Fenwick
City Clerk

HOME PAGE

HOUSING PROJECTS TRANSPORTATION PROJECTS CITY GROWTH & DEVELOPMENT WHAT'S HAPPENING? HOUSING AFFORDABILITY

SPECIAL PROJECTS IN KETCHUM IDAHO

A short blurb about what special projects are and why they are here. An invitation to interact.

Top of Mind Topics in Ketchum

HOUSING MATTERS

A short blurb about what housing matters are and why they are here. An invitation to interact.

[MORE INFO](#)

TRANSPORTATION

A short blurb about what transportation projects are and why they are here. An invitation to interact.

[MORE INFO](#)

DEVELOPMENT

A short blurb about what development projects are and why they are here. An invitation to interact.

[MORE INFO](#)

What's Happening?

16 HOUSING
Planning + Zoning Commission - Special Meeting
4:30 pm - City Hall
next week

18 HOUSING
Traffic Authority - Regular Meeting
9:00 pm - City Hall
next week

18 HOUSING
City Council - Special Meeting
8:00 pm - City Hall
next week

23 HOUSING
Historical Preservation Commission - Special Meeting
4:30 pm - City Hall
next week

29 HOUSING
City Council - Special Meeting
8:00 pm - City Hall
next week

30 HOUSING
Housing Matters - Survey Results Published
All Day - online
next week

[View the City Calendar](#)

Special Projects in Ketchum

NEW CITY HALL
NEW FIRE STATION
HOT SPA HILL

WIND ENERGY PROJECTS
HISTORIC PRESERVATION
WATER RESTORATION

BUSINESS PLANNING
KETCHUM BUSINESS DISTRICT
WINDMILL RESTORATION

[VISIT THE ARCHIVES](#)

HOUSING TRANSPORTATION DEVELOPMENT ARCHIVES REQUESTS MAILING LIST CONTACT

PROJECT PAGE

HOUSING PROJECTS TRANSPORTATION PROJECTS CITY GROWTH & DEVELOPMENT WHAT'S HAPPENING? HOUSING AFFORDABILITY

HOUSING MATTERS

PROJECT TYPE: Planning
PROJECT STATUS: Under Review

Initiatives discussed a variety of short-, mid-, and long-term options intended to help those who have been displaced by long-term rental units converting to short-term, excessive rent increases or the inability to find long-term rentals in today's scarce market.

HOUSING AFFORDABILITY IS A NATIONAL ISSUE

- 1 Idaho is the only state that offers HO funds to help low-income housing.
- 2 We need more in Ketchum, Idaho. The solution is a long planning process and affordability.

[READ THE REPORT](#)

"The significant housing problem facing our country is compelling cities and states to rethink how they address the issue, and to adapt the relationships they have with each other to meet the scale of the challenge."
- National League of Cities, special report

How is Ketchum Responding to our Housing Affordability Needs?

What We Know:

A recent survey revealed the current status of City of Ketchum's housing affordability as a whole. Take a look at the snapshot that reveals we are right in line with the national average.

The Plan:

We currently exploring a variety of initiatives aimed at the short-, mid-, and long-term solutions.

Get Involved

Your voice, opinion, and ideas are needed. There are several ways to share:

- Take A Survey
- Participate in a Meeting
- Vote

Upcoming Housing Matters Events

16 HOUSING
Planning + Zoning Commission - Special Meeting
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next week

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4:30 pm - City Hall
next week

Are you in need of housing right now?

Reach out to our local assistance programs to get help.

Housing Projects

NEW CITY HALL
NEW FIRE STATION
HOT SPA HILL

WIND ENERGY PROJECTS
HISTORIC PRESERVATION
WATER RESTORATION

BUSINESS PLANNING
KETCHUM BUSINESS DISTRICT
WINDMILL RESTORATION

[VISIT THE ARCHIVES](#)

HOUSING TRANSPORTATION DEVELOPMENT ARCHIVES REQUESTS MAILING LIST CONTACT

[SUBSCRIBE](#)

PROJECT PAGE

HOUSING PROJECTS TRANSPORTATION PROJECTS CITY GROWTH & DEVELOPMENT WHAT'S HAPPENING? HOUSING AFFORDABILITY

TRANSPORTATION PROJECT 1

PROJECT TYPE: Planning
PROJECT STATUS: Under Review

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[VISIT THE ARCHIVES](#)

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[SUBSCRIBE](#)

PROJECT PAGE

HOUSING PROJECTS TRANSPORTATION PROJECTS CITY GROWTH & DEVELOPMENT WHAT'S HAPPENING? HOUSING AFFORDABILITY

GROWTH & DEVELOPMENT

PROJECT TYPE: Planning
PROJECT STATUS: Under Review

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WATER RESTORATION

BUSINESS PLANNING
KETCHUM BUSINESS DISTRICT
WINDMILL RESTORATION

[VISIT THE ARCHIVES](#)

HOUSING TRANSPORTATION DEVELOPMENT ARCHIVES REQUESTS MAILING LIST CONTACT

[SUBSCRIBE](#)

Blue + Pine's Proposed Platform Design

HOUSING PROJECTS
A Complete List of Active Housing Projects

HOUSING MATTERS

Initiatives discussed a variety of short-, mid-, and long-term options intended to help the City have been displaced by long-term rental with converting to short-term, expansion and increase in the ability to find long-term rental in today's scarce market.

[MORE INFO](#)

HOUSING MATTERS

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[MORE INFO](#)

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[MORE INFO](#)

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[MORE INFO](#)

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[MORE INFO](#)

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[MORE INFO](#)

Upcoming Housing Events

16 NOVEMBER

Planning + Zoning Commission - Special Meeting
4:30 pm - City Hall
[more info](#)

11 NOVEMBER

Survey Open to the Public
Nov 11- Nov 30, 2021
[Take the survey](#)

16 NOVEMBER

Planning + Zoning Commission - Special Meeting
4:30 pm - City Hall
[more info](#)

11 NOVEMBER

Survey Open to the Public
Nov 11- Nov 30, 2021
[Take the survey](#)

[View the City Calendar](#)

Housing Projects

NEW CITY HALL

WIND SPRINGS RESERVE

BLISSWOOD VILLAGE

NEW FIRE STATION

HISTORIC PRESERVATION

KETCHUM OUTDOOR HOTEL

HOT DOG HILL

MARK PROTECTRAN SIGNAL

SUN PLAZA RESERVE

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HOUSING ARCHIVES WHAT'S HAPPENING
TRANSPORTATION MAIN SITE [Subscribe to What's on the Street](#)
DEVELOPMENT CONTACT
[SUBSCRIBE](#)

What's Happening?
A Bird's Eye View of Ways to Get Involved and Stay Informed.

NOVEMBER

16 NOVEMBER

Planning + Zoning Commission - Special Meeting
4:30 pm - City Hall
[more info](#)

18 NOVEMBER

Traffic Authority - Regular Meeting
9:00 am - City Hall
[more info](#)

18 NOVEMBER

City Council - Special Meeting
4:00 pm - City Hall
[more info](#)

23 NOVEMBER

Historical Preservation Commission - Special Meeting
4:30 pm - City Hall
[more info](#)

29 NOVEMBER

City Council - Special Meeting
4:00 pm - City Hall
[more info](#)

30 NOVEMBER

Housing Matters - Survey Results Published
All Day - online
[more info](#)

DECEMBER

16 NOVEMBER

Planning + Zoning Commission - Special Meeting
4:30 pm - City Hall
[more info](#)

18 NOVEMBER

Traffic Authority - Regular Meeting
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[View the City Calendar](#)

HOUSING ARCHIVES WHAT'S HAPPENING
TRANSPORTATION MAIN SITE [Subscribe to What's on the Street](#)
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ARCHIVES
Completed Projects

Hot Dog Hill
Category: Development
Main Street Development on corner between 4th and 5th street.

Hot Dog Hill
Category: Development
Main Street Development on corner between 4th and 5th street.

Hot Dog Hill
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[Previous](#) | [Next](#)

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TRANSPORTATION MAIN SITE [Subscribe to What's on the Street](#)
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Search

Special Projects

Status

- Any -

Project Type

- Any -

Search

Apply

Reset



Title

Project Description

Title

Project Description

4th & Main Street Mixed-Use Building (Hot Dog Hill)

The proposed 4th & Main Street Mixed-Use Building location is along Main Street, between 4th and 5th streets. The mixed-use building includes retail units fronting Main Street, an underground parking garage with a bike storage area, 6 community housing units and 12 two- and three-bedroom condominium units.

Project Review Process

DESIGN REVIEW

Bluebird Village Project

The project applicant has submitted a Design Review application. The Planning and Zoning Commission will hold a public hearing on August 10, 2021. The plans and staff report are on the city's website under the August 10, 2021 Planning and Zoning Commission Agenda

The following provides links to public comments submitted after the May 11, 2021 Planning and Zoning Pre-Design Review Meeting:

Historic Preservation & Community Character

Welcome to the City's Historic Preservation & Community Character Information Page

PROJECT STATUS

Title	Project Description	
Housing Matters	The City of Ketchum is working with Agnew::Beck in developing a Community Housing Strategy that will lead to the development of more affordable housing options in Ketchum and the region.	F
Ketchum Boutique Hotel (PEG)	Ketchum Boutique Hotel is a proposed new 100-room hotel at the southwest corner of River Street and State Highway 75/Main Street.	F
Ketchum Transportation Planning	A draft Master Transportation Plan has been developed to articulate a future vision for the city’s mobility needs and a suite of associated projects. The consultant team reviewed current transportation conditions and conducted forecasting scenarios to estimate future trip generation. These studies will help to better understand future improvement opportunities.	F
New Fire Station		C F
Sun Peak Preserve		C

Title

Project Description

Warm Springs
Preserve



The City of Ketchum has an option to purchase 65 of 78 acres of Warm Springs Ranch to be preserved as open space in perpetuity.

How can I stay educated and involved?

P.O. Box 2315 | 191 5th Street West | Ketchum, ID 83340 | 208.726.3841

[Home](#) | [Logout](#) | [Dashboard](#) | [Accessibility](#)

[Select Language](#)



Search

View

Edit

Revisions

Clone content

Housing Matters

Project Type:

Planning

Project Status: Under Review



The City of Ketchum is working with Agnew::Beck in developing a Community Housing Strategy that will lead to the development of more affordable housing options in Ketchum and the region.

The city is now in the process of analyzing the current housing environment and is looking for community input to better understand the needs and desires of individuals living and working in the city and Wood River Valley.

PLEASE TAKE THE KETCHUM COMMUNITY HOUSING SURVEY

English: <https://www.surveymonkey.com/r/KetchumHousingMatters>

Spanish:


<https://www.surveymonkey.com/r/KetchumHousingMattersSpanish>

The city hopes to reach as many local workers as possible to gain their input, particularly from those who commute to Ketchum.

The ultimate goal is to provide enough homes for year-round and seasonal residents at varying income levels and life stages, and keep Ketchum a thriving local community.

Thank you for participating in the survey!

Files:

 [National League of Cities, Local Tools to Address Housing Affordability, a State-by-State Analysis \(3 MB\)](#)

 [City of Ketchum Affordable Housing Initiatives \(153 KB\)](#)

Links:

[RESULTS - Survey on Workforce Housing - June 15, 2021](#)

[Return to Projects](#)



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22033

To: 5465 BLUE PINE CREATIVE PO BOX 2013 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/15/2021	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	Graphic Design Work & Website Developme 01-4150-4200	19,000.00	19,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		19,000.00

 Authorized Signature



City of Ketchum

December 1, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Independent Contractor Agreement #22039 with Wood River GIS Consulting (WRGIS)

Recommendation and Summary

Staff is recommending the council adopt the following motion:

"I move to approve the submitted contract between the city and Wood River GIS Consulting in an amount not to exceed \$10,000.

The reasons for the recommendation are as follows:

- The independent contractor will be on hand to fulfill specific GIS requests from the city that fall outside of the County's scope.
- Work shall include, but not be limited to, a variety of map work associated with zoning and roads addition, removal or adjustments; land use analysis under the capabilities of GIS; illustrative maps and other routine map needs of the Planning & Building Director and other departments.

Introduction and History

Ketchum entered an updated interlocal agreement with Blaine County this fiscal year. The County will host and maintain Ketchum's GIS information that is available for staff and public use. Previous contracts included County staff time for extra projects requested – FY21's contract for \$23,420 (FY21) was reduced to \$5,510 in FY22. The independent contractor will now fill that role as needed.

Sustainability Impact

There is no sustainability impact.

Financial Impact

The cost for services is not to exceed \$10,000 in FY22.

Funding will be allocated from the Professional Services account in the Administrative budget within the approved FY22 budget.

Attachment:

1. Independent Contractor Agreement #22039

INDEPENDENT CONTRACTOR AGREEMENT #22039

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 6th day of December, 2021, by and between the City of Ketchum, Idaho ("City") and Chris Corwin d/b/a Wood River GIS Consulting ("WRGIS").

FINDINGS

1. City is a local corporation and political subdivision of the State of Idaho and has authority to enter into a contract for services with WRGIS.
2. Chris Corwin is an individual doing business as WRGIS in Blaine County, Idaho and who wishes to contract with the City in a support and management consultant capacity.
3. Subject to the terms and conditions set forth herein, the parties hereto are desirous of entering into an independent contractor agreement with WRGIS providing support services for the City.

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

1. WORK. City hereby engages WRGIS and WRGIS hereby accepts the engagement to perform the tasks described in paragraph 3 of this Agreement for City subject to the terms and conditions of this Agreement.

2. TERM. This Agreement shall have a term of twelve consecutive months and shall commence on October 1, 2021 and terminate on September 30, 2022.

3. DUTIES. WRGIS agrees as part of its duties under this Agreement that WRGIS shall perform GIS services for the City of Ketchum Planning & Building Director, and for other city departments as time permits as determined by the City of Ketchum Planning & Building Director. GIS services shall generally occur at the home office of WRGIS on their equipment. Updated data will then be returned to the City and copied to their servers for their use. Work shall include, but not be limited to, a variety of map work associated with zoning, roads and address point, addition, removal or adjustments; land use analysis under the capabilities of GIS; illustrative maps as may be needed from time to time, and other routine map needs of the Planning & Building Director. WRGIS will also work to develop an ARCGIS Online site for the City. WRGIS shall faithfully perform its duties under this Agreement to the best of its ability.

4. CONSIDERATION. City agrees to pay WRGIS for the services described in paragraph 3 of this Agreement in an amount not to exceed \$10,000.00 during the term of this Agreement, at a rate of \$50 per hour. A monthly invoice shall itemize the specific service provided and submitted to the City. WRGIS shall be solely responsible for the payment of insurance required by law, such as worker's compensation or unemployment insurance. City is not responsible to provide WRGIS with any health insurance, life insurance, disability insurance, or other such fringe benefits, such as sick leave, vacation time or compensatory time. City is not responsible to withhold from WRGIS's compensation amounts for federal and state income tax, FICA or Medicare.

5. TERMINATION

5.1 Termination by City. The parties agree that this Agreement may be terminated by City without "cause" at any time upon thirty (30) days' notice to WRGIS.

5.2 Termination by WRGIS. The parties agree that this Agreement may be terminated by WRGIS without "cause" at any time upon thirty (30) days' notice to City.

6. RELATIONSHIP. The parties agree that their relationship is an independent contractor relationship. The relationship between the parties hereto shall not be that of Employer and Employee.

7. MISCELLANEOUS PROVISIONS

7.1 Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service upon such other party, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

If to City: City Administrator
 PO BOX 2315
 Ketchum, ID 83340

If to WRGIS: Mr. Chris Corwin
 240 W Cottonwood St
 Hailey, ID 83333

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

7.2 Attorney Fees. If a dispute should arise between the parties regarding the interpretation, validity or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party its attorney's fees and costs incurred in such dispute in litigation and on any appeals.

7.3 Successors and Assigns. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors in interest.

7.4 Binding Effect. The rights and obligations of the parties hereunder shall enure to the benefit of and shall be binding upon their respective successors and legal representatives. If any provision of this agreement is judicially determined to be invalid or unenforceable, the remainder of the agreement shall, nonetheless, remain valid and enforceable.

7.5 Governing Law. This agreement shall be construed in accordance with the laws of the State of Idaho.


7.6 Entire Agreement. This agreement contains the entire agreement between City and WRGIS concerning employment. It may not be changed orally but only by an agreement in writing signed by both parties. It is specifically understood that the parties may agree in the future to add an addendum or addenda to this Agreement whereby WRGIS would perform other specified tasks otherwise subject to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contract Agreement as of the _____ day of _____, 2021.

City of Ketchum

Wood River GIS Consulting

Mayor Neil Bradshaw



Chris Corwin

Attest

Tara Fenwick, City Clerk

[Faint, illegible handwritten text]



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22039

To: 5752 WOOD RIVER GIS CONSULTING 240 W COTTONWOOD ST HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/01/2021	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	GIS CONSULTING 01-4193-4200	10,000.00	10,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		10,000.00

 Authorized Signature



City of Ketchum
City Hall

December 6, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Ketchum Safe Communities Resolution 22-010

Recommendation and Summary

Staff is recommending City Council approve Ketchum Safe Communities Resolution 22-010 and adopt the following motion:

"I move to approve the Ketchum Safe Communities Resolution 22-010."

The reasons for the recommendation are as follows:

- Community members have made a request that the City of Ketchum join the City of Hailey in approving a Safe Communities Resolution.
- The Safe Communities Resolution calls for the protection of friends, coworkers and neighbors from unnecessary scrutiny of their immigration status when in contact with any employee of the Ketchum Police Department (Blaine County Sheriff's Department).

Current Report

The city was asked by several members of the Wood River Valley to pass a resolution recognizing the dignity of immigrant friends, coworkers and neighbors to live peacefully, raise families, worship, go to school and participate in our economy to the best of their abilities, without fear of retribution or deportation because they are presumed to be undocumented.

The Blaine County Sheriff's Department is aware of the resolution and has expressed no concerns.

Sustainability Impact

There is no sustainability impact resulting from this resolution.

Financial Requirement/Impact

There are no financial impacts.

RESOLUTION NUMBER 22-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING STANDARDS CONCERNING USE OF CITY FUNDS FOR ENFORCEMENT OF FEDERAL IMMIGRATION LAWS, INQUIRY INTO IMMIGRATION STATUS OR DOCUMENTATION BY CITY PERSONNEL, AND MAINTAINING ADMINISTRATIVE POLICIES CONSISTENT HEREWITH.

WHEREAS, the City of Ketchum (the City) is home to people from all walks of life, including people of different race, ethnicity, religion, marital status, gender, sexual orientation, age, political affiliation, national origin and people with disabilities; and

WHEREAS, a relationship of trust between the City’s administration, including law enforcement, and the City’s community members, regardless of race, ethnicity, religion, marital status, gender, sexual orientation, age, political affiliation, national origin or disability, is essential for protection of public safety and promotion of general welfare; and

WHEREAS, the City of Ketchum, including the Ketchum Police Department, are committed to bias-free policing and to equal enforcement of the law and equal service to the public regardless of race, ethnicity, religion, marital status, gender, sexual orientation, age, political affiliation, national origin or disability, and have adopted policies and practices intended to ensure equal enforcement of the law and equal service to the public to the entire community, to recognize the dignity of all persons, to instill confidence in law enforcement, to increase the effectiveness of law enforcement, and to avoid legal exposure associated with improper detentions or prosecutions; and

WHEREAS, the enforcement of federal immigration law falls exclusively within the authority of the federal government, and is outside the scope of the City’s law enforcement agency’s public and community safety priorities. Requiring local law enforcement agencies to assist in the enforcement of civil immigration laws unnecessarily results in local governments expending limited resources to perform federal functions and diminishes the effectiveness of local law enforcement whose mission is to ensure public safety for the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, THAT THE CITY DOES HEREBY ESTABLISH THE FOLLOWING STANDARDS CONCERNING USE OF CITY FUNDS FOR ENFORCEMENT OF FEDERAL IMMIGRATION LAWS, INQUIRY INTO IMMIGRATION STATUS OR DOCUMENTATION BY CITY PERSONNEL, AND MAINTAINING ADMINISTRATIVE POLICIES CONSISTENT HEREWITH.

This Resolution will be in full force and effect upon its adoption this 6th day of December 2021.

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

ATTEST:

Tara Fenwick, City Clerk

1. **Inquiry into Immigration Status.** City personnel, including police officers, shall not request documents relating to a person's civil immigration status or inquire into the immigration status of an individual, including but not limited to, a crime victim, a witness, or a person who calls or approaches the police seeking assistance, unless necessary to investigate criminal activity. The term "documents," as included in this section, includes but is not limited to passports, immigration registration cards, and work permits.
2. **Identification Documentation.** Except when otherwise required by law, where the City accepts presentation of a state-issued driver's license or identification card as adequate evidence of identity, presentation of a photo identity document issued by the person's nation of origin, such as a driver's license, passport or matricula consular, which is a consulate-issued document, will be accepted and will not subject the person to a higher level of scrutiny or different treatment than if the person had provided an Idaho State driver's license or identification card. This provision shall not apply to the Ketchum Police Department's enforcement of traffic laws, which require the driver of a vehicle to possess a valid driver's license.
3. **Federal Immigration Civil Law Enforcement.** City police officers shall not use any City funds, resources, personnel, time, or labor to enforce civil or administrative federal immigration laws. "Enforce," as used in this section, includes stopping, questioning, interrogating, investigating, or arresting an individual. Absent a judicial warrant or judicial order, an officer shall not detain or hold any individual solely for the purpose of investigating or enforcing a violation of civil or administrative federal immigration laws or related civil immigration warrant or detainer request. City police officers shall not provide federal authorities with non-publicly available information about any individual for immigration purposes, including by providing access to Department databases, except where required by state or federal law. The Ketchum Police Department shall not conduct sweeps or other enforcement efforts to detain individuals solely on the basis of a violation of federal, civil or administrative immigration laws, except where required by state or federal law.
4. **Administrative Policies.** The City of Ketchum, including the Ketchum Police Department, shall maintain policies consistent with the provisions of this Resolution and in its manuals, and provide training to personnel regarding the policies herein contained. Each department of the City will be responsible for compliance with this Resolution within its area of duties and responsibilities and in accordance with departmental and City-wide administrative policies and procedures.
5. **Review of Forms.** Unless permitted by this Resolution or otherwise required by state or federal law or international treaty, all applications, questionnaires and interview forms used in relation to the provision of City benefits, opportunities or services will be promptly reviewed by the responsible City department, and any question requiring disclosure of information related to citizenship, immigration status, or country of birth, shall be, in the City department's best judgment, either deleted in its entirety or revised such that the disclosure is no longer required.
6. **Certain Activities Not Precluded.** Nothing in this Resolution shall be construed to preclude any City police officer or other employee from (1) performing duties in relation to the consolidated 911 operations center which includes the transfer of 911 calls to the Customs and Border Dispatch Center, (2) confirming identity which lists valid forms of identification under state laws related to drivers' licenses and permit requirements, (3) engaging in all steps necessary and appropriate to comply with the Public Records Act, (4) engaging in all steps necessary and appropriate to participate in the U-Visa process at the request of an individual seeking U-Visa status, (5) sharing information regarding the civil immigration status of an

individual with any person or agency when the disclosure has been authorized in writing and signed by such person, or (6) performing any action that is required by federal or state status, local law, or court decision or order, including administration in compliance with federal and state employment policies and practices.

7. **No Private Right of Action or Special Relationship Created.** This Resolution and policies hereby created are adopted in furtherance of the City's general powers related to public health, safety and welfare and do not create a private right of action or form the basis for liability on the part of the City, its officers, employees or agents. This Resolution and policies hereby created, shall not be construed to create any special relationship or any expectation of specific treatment in specific circumstances.



City of Ketchum

December 2, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Reappoint Members to the Ketchum Arts Commission

Recommendation and Summary

Staff is recommending City Council adopt Resolution 22-011 and adopt the following motion:

“I move to adopt Resolution 22-011 reappointing members to the Ketchum Arts Commission.”

The reasons for the recommendation are as follows:

- The Ketchum Arts Commission (KAC) consists of nine members.
- Two Commissioners have completed their first term and wish to do a second term.

Introduction and History

Claudia McCain and Meredith Skillman have completed their first term and would like to be reappointed for a second term.

Analysis

Pursuant to Ordinance No. 1168, Ketchum Arts Commission members are appointed by the Mayor and confirmed by the City Council.

The Commission consists of nine members. The term of office for each of the members shall be three (3) years. Two consecutive three-year terms shall be the maximum allowable for a member and shall constitute a full term. Upon completion of a full term, reappointment is allowable after a one-year waiting period.

Claudia McCain began her first term on October 1, 2018, and as such is up for reappointment. Meredith Skillman took over her predecessor's term on October 1, 2020, which had started on October 1, 2018. She is up for reappointment for a second term.

Financial Impact

There is no financial impact.

Attachments:

Resolution 22-011

RESOLUTION NUMBER 22-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE THE REAPPOINTMENT OF CLAUDIA MCCAIN AND MEREDITH SKILLMAN TO THE KETCHUM ARTS COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance No. 1168, Ketchum Arts Commission members shall be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, Ketchum Arts Commission members may serve two consecutive three-year terms and upon completion of a full-term, reappointment will be allowable after a one-year waiting period; and

WHEREAS, the Mayor desires to reappoint Claudia McCain and Meredith Skillman to the Ketchum Arts Commission, for their second term, with terms ending on September 30, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM IDAHO:

That Claudia McCain and Meredith Skillman are hereby appointed to the Ketchum Arts Commission with terms expiring on September 30, 2024.

This Resolution will be in full force and effect upon its adoption this 6th day of December 2021.

CITY OF KETCHUM, IDAHO

Neil Bradshaw
Mayor

ATTEST:

Tara Fenwick
City Clerk



City of Ketchum

December 6, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution 22-012 Appointing Spencer Cordovano to the Planning and Zoning Commission

Recommendation and Summary

The Mayor is recommending the council adopt the following motion:

Move to approve Resolution # 22-012

The reasons for the recommendation are as follows:

- Jennifer Cosgrove has resigned from the Planning and Zoning Commission and Spencer Cordovano has graciously agreed to serve on the Commission;
- As required by State Law, Spencer has resided in Blaine County for at least three (3) years prior to this reappointment to the Commission;
- Spencer will contribute valuable knowledge and expertise as a Planning Commissioner.

Background

The Mayor is recommending Spencer be appointed to the Commission to serve the remaining term of Jennifer Cosgrove. His term will extend to February 3, 2024 and could be extended for an additional four years.

Attachment

A - Resolution 22-012

RESOLUTION NUMBER 22-012
A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
APPOINTING SPENCER CORDOVANO TO THE KETCHUM PLANNING AND ZONING COMMISSION
FOR A TERM EXPIRING ON FEBRUARY 3, 2024

WHEREAS, Spencer Cordovano has expressed interest in serving on the Planning and Zoning Commission; and

WHEREAS, Spencer Cordovano has resided in Blaine County for at least three (3) years prior to this appointment to the Planning and Zoning Commission; and

WHEREAS, Mayor Bradshaw recommends Spencer Cordovano be confirmed by the City Council to fill the remaining term of Jennifer Cosgrove until February 3, 2024;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Spencer Cordovano is appointed to the Ketchum Planning and Zoning Commission.

This Resolution will be in full force and effect upon its adoption this sixth day of December 2021.

Neil Bradshaw, Mayor

ATTEST:

Tara Fenwick, City Clerk



City of Ketchum

December 6, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold Public Hearing and First Reading of Short-Term Rental Ordinance 1230

Recommendation and Summary

Staff is recommending the Council review and approve the first reading of Ordinance 1230 which will create a new standalone business license, regulations, and fee for short-term property owners.

"I move to approve the first reading of Ordinance 1230 and read by title only"

The reasons for the recommendation are as follows:

- The ordinance will enable better compliance with Local Option Tax collection
- The regulatory framework will allow for improved data collection regarding the number of units in town and associated yearly utilization
- The ordinance will provide for consistent regulatory treatment for all short-term rentals (homes and hotels)

Introduction and History

During the November 18th City Council meeting, city staff provided an overview of the draft ordinance for short-term rentals based upon state law and examples from the cities of McCall and Sandpoint.

In 2017, the Idaho Legislature adopted legislation that sets forth limitations on the ability of counties and cities to regulate STRs. Most particularly, this legislation, now Idaho Code §67-6539, prevents a city from prohibiting STRs.

Idaho Code §67-6539

67-6539. LIMITATIONS ON REGULATION OF SHORT-TERM RENTALS AND VACATION RENTALS. (1) Neither a county nor a city may enact or enforce any ordinance that has the express or practical effect of prohibiting short-term rentals or vacation rentals in the county or city. A county or city may implement such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate. A short-term rental or vacation rental shall be classified as a residential land use for zoning purposes subject to all zoning requirements applicable thereto. (2) Neither a county nor a city can regulate the operation of a short-term rental marketplace.

IC 67-6539 makes clear that the City cannot outright prohibit STRs within city limits. Less defined is what amount of regulation would be proscribed as constituting a "practical effect of prohibiting" STRs. To date, there has not been further legislation or judicial analysis clarifying where the boundaries might be drawn on such regulation.

Additionally, IC 67-6539 makes clear that STRs are to be generally treated as a residential land use for zoning purposes. This means that STRs cannot be regulated by limiting them only to areas of non-residential zoning (one of the more popular approaches in the early days of STRs).

As the Council reviews options for potential STR regulations, the key finding that should be considered is how the regulations are “necessary to safeguard the public health, safety and general welfare ...” including how to “protect the integrity of residential neighborhoods.” IC 67-6539.

Two Idaho cities that have been at the forefront of STR regulations after the adoption of IC 67-6539 are the City of McCall and the City of Sandpoint. Both cities have generally adopted a permit/license process as the procedural mechanism for STR regulations.

City of Sandpoint Key Provisions:

- STR permit required, tied to LOT to ensure collection of LOT
- Definition of STR that explicitly states that temporary shelters (such as RVs, tents) are to be used as an STR
- In residential zones, two-night minimum stay and only one STR per parcel
- Maximum of 35 non-owner occupied STRs across all residential zones within the City, with exceptions for STRs approved within PUDs or multi-unit developments meeting certain standards (primarily tied to proximity to tourism areas)
- Permits only valid for one year and tied to specific property owner (not tied to property itself)
- Inspection required for permit to verify certain health/safety standards
- Local representative/contact required
- Infraction-based enforcement policy

City of McCall Key Provisions:

- Permit/business license required, tied to LOT permit to ensure collection of LOT
- Conditional use permit approach for any STR with occupancy of 20+ guests. CUP addresses factors such as parking, access, noise, neighborhood impacts, and health and safety
- Room occupancy limits on all STRs
- Noise and health/safety requirements, including posting of such on premises
- Identification and provision of contact information for a property manager

Sustainability Impact

There is no direct impact. Increased inventory of long-term rentals does decrease the amount of auto trips as local workers are closer to their place of employment.

Financial Impact

Depending on final new costs associated with the new program (software, increased staffing), the Council will need to determine a reasonable license fee in relation to proper cost recovery.

Attachments

1. Ordinance 1230
2. Fire regulatory framework



City of Ketchum

November 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Review and Provide Feedback on Draft Short-Term Rental Ordinance

Recommendation and Summary

In June, City Council directed staff to investigate a standalone license program for short-term rentals (STRs) with new regulations (*see attachment #1*). Staff will have a short presentation that will outline key policy discussion items. Once the Council has provided feedback, staff will schedule the ordinance for first reading and public hearing.

Introduction and History

During the June 21, 2021, City Council meeting, the City Attorney reviewed the following potential elements that could be included in a new short-term rental ordinance based upon state law and examples from the cities of McCall and Sandpoint.

In 2017, the Idaho Legislature adopted legislation that sets forth limitations on the ability of counties and cities to regulate STRs. Most particularly, this legislation, now Idaho Code §67-6539, prevents a city from prohibiting STRs. The open question still remains as to what extent STRs can be regulated.

Idaho Code §67-6539

67-6539. LIMITATIONS ON REGULATION OF SHORT-TERM RENTALS AND VACATION RENTALS. (1) Neither a county nor a city may enact or enforce any ordinance that has the express or practical effect of prohibiting short-term rentals or vacation rentals in the county or city. A county or city may implement such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate. A short-term rental or vacation rental shall be classified as a residential land use for zoning purposes subject to all zoning requirements applicable thereto. (2) Neither a county nor a city can regulate the operation of a short-term rental marketplace.

IC 67-6539 makes clear that the City cannot outright prohibit STRs within city limits. Less defined is what amount of regulation would be proscribed as constituting a “practical effect of prohibiting” STRs. To date, there has not been further legislation or judicial analysis clarifying where the boundaries might be drawn on such regulation.

Additionally, IC 67-6539 makes clear that STRs are to be generally treated as a residential land use for zoning purposes. This means that STRs cannot be regulated by limiting them only to areas of non-residential zoning (one of the more popular approaches in the early days of STRs).

As the Council reviews options for potential STR regulations, the key finding that should be considered is how the regulations are “necessary to safeguard the public health, safety and general welfare ...” including how to “protect the integrity of residential neighborhoods.” IC 67-6539.

Two Idaho cities that have been at the forefront of STR regulations after the adoption of IC 67-6539 are the City of McCall and the City of Sandpoint. Both cities have generally adopted a permit/license process as the procedural mechanism for STR regulations.

City of Sandpoint Key Provisions:

- STR permit required, tied to LOT to ensure collection of LOT
- Definition of STR that explicitly states that temporary shelters (such as RVs, tents) are to be used as an STR
- In residential zones, two-night minimum stay and only one STR per parcel
- Maximum of 35 non-owner occupied STRs across all residential zones within the City, with exceptions for STRs approved within PUDs or multi-unit developments meeting certain standards (primarily tied to proximity to tourism areas)
- Permits only valid for one year and tied to specific property owner (not tied to property itself)
- Inspection required for permit to verify certain health/safety standards
- Local representative/contact required
- Infraction-based enforcement policy

City of McCall Key Provisions:

- Permit/business license required, tied to LOT permit to ensure collection of LOT
- Conditional use permit approach for any STR with occupancy of 20+ guests. CUP addresses factors such as parking, access, noise, neighborhood impacts, and health and safety
- Room occupancy limits on all STRs
- Noise and health/safety requirements, including posting of such on premises
- Identification and provision of contact information for a property manager

Sustainability Impact

No direct impact. Increased inventory of long-term rentals does decrease the amount of auto trips as local workers are closer to their place of employment.

Financial Impact

Depending on final new costs associated with the new program (software, increased staffing), the Council will need to determine a reasonable license fee in relation to proper cost recovery.

Attachments:

1. Draft ordinance
2. Fire/building regulations

**CITY OF KETCHUM
ORDINANCE 1230**

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, ADDING A NEW CHAPTER 9 OF TITLE 5 OF KETCHUM MUNICIPAL CODE ENTITLED SHORT-TERM RENTAL PERMITS; PROVIDING A PURPOSE; DEFINING KEY TERMS; ESTABLISHING REQUIREMENTS FOR OWNERS AND OPERATORS; CREATING STANDARDS TO OBTAIN A SHORT-TERM RENTAL PERMIT; REGULATING HIGH OCCUPANCY SHORT-TERM RENTALS; PROVIDING FOR VIOLATIONS, INFRACTIONS, PENALTIES, AND ENFORCEMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Recitals:

- A. The City is authorized to exercise its powers to “maintain the peace, good environment and welfare.” Idaho Code §§50-301 and 50-302(a).
- B. The City is authorized to “implement such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate.” Idaho Code §67-6539.
- C. The significant growth of short-term rentals within the City has created a need for reasonable regulations so as to protect the health, safety, and welfare of short-term rental guests, as well as neighboring property and the public.
- D. A permitting system provides a reasonable regulatory approach to seek to balance the operation of short-term rentals with the health, safety, and welfare impacts upon guests, neighbors, and the public.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Ketchum, Blaine County, Idaho:

SECTION 1: That a new Chapter 5.09 of Title 5 of the Ketchum City Code is created to read as follows:

Chapter 5.09
SHORT-TERM RENTAL PERMITS

- 5.09.010: Purpose
- 5.09.020: Definitions
- 5.09.030: Permit Requirements
- 5.09.040: Standards
- 5.09.050: High Occupancy Standards
- 5.09.060: Violations and Enforcement

5.09.010: Purpose: Short-term rentals provide additional tourism opportunities and economic impacts, but also increased impacts on guests, neighbors, and the public. The purpose of this chapter is to provide the City with reasonable regulatory procedures to protect the health, safety

and welfare of short-term rental guests, neighboring residents, and the public. These regulations are further intended to protect the integrity of neighborhoods in which short-term rentals operate.

5.09.020: Definitions:

LOCAL REPRESENTATIVE: An area property manager, owner, or agent of the owner, who is readily available to respond to guest and neighborhood or City questions or concerns.

OWNER: The person or entity that holds legal and/or equitable title to the private property.

OWNER-OCCUPIED: Where the owner of a dwelling unit resides on the parcel for a minimum of six (6) months out of a calendar year. Homeowner-occupied tax-exempt status may be considered to be proof of homeowner occupied status for the purposes of this chapter.

SALE/TRANSFER: Any change of Owner, whether for consideration or not, during the term of the permit.

SHORT-TERM RENTAL (STR): Any individually or collectively owned single-family house or dwelling unit or any unit or group of units in a condominium, cooperative or timeshare, or owner-occupied residential home that is offered for a fee and for thirty (30) days or less.¹

5.09.030: Permit Requirements.

- A. Compliance Responsibility: An Owner may act through an agent or property manager, but the Owner shall remain responsible for compliance with these provisions.
- B. Declaration of Compliance: An Owner is required to complete the application, including completing the declaration that the Short-Term Rental complies with all of the requirements within this chapter and those that may be required by the City as indicated on the application.
- C. Permit Required: No person shall operate or manage, or offer or negotiate to use, lease or rent a dwelling unit for Short-Term Rental occupancy within the City without obtaining and maintaining a Short-Term Rental (STR) Permit.
- D. Permit Application: The City shall prepare and make available an application form for a STR Permit reflecting appropriate information, standards compliance, and fee as may be established in the City's fee schedule.
- E. Permit Term: An STR Permit shall be valid for a period of one year from issuance and may be annually renewed. A permit shall expire upon end of its one-year term or upon a sale/transfer of the property.
- F. Permit Applicability: A permit shall be applicable to the designated dwelling unit to be used as a STR. The permit shall be issued to and in the name of the Owner; and a change in Owner, such as by sale/transfer, shall require a new permit.
- G. Occupancy Tax: STRs must comply with the requirements of Ketchum Municipal Code 3.12.030, Imposition and Rate of Certain Nonproperty Sales Taxes.
- H. Existing STRs: Short-Term Rentals in existence prior to the effective date of this ordinance shall be provided a grace period of **one-year** from the effective date in which to obtain a permit according to the standards of this chapter.

¹ IC 63-1803(4).

- I. Residential Zones: Within residential zones, Short-Term Rentals shall have a minimum two (2) night stay and shall be limited to one Short-Term Rental per parcel.

5.09.040: Standards:

1. Issuance: The issuance of a Short-Term Rental permit shall be subject to the following standards:

- a. Declaration:

- i. At the time of application for a new Short-Term Rental permit, the applicant must declare that the dwelling unit complies with all of the standards set forth in this chapter. If any of the below items are not complete, the applicant must make any necessary adjustments to the dwelling unit prior to submitting the application for permit.
- ii. For renewals, applicants shall be required to submit an affidavit affirming continued compliance with the standards set forth in this chapter by completing a City provided self-inspection checklist.
- iii. The minimum standards required for all Short-Term Rental dwelling units, are set forth below. The City retains the ability to add to requirements as necessary, as will be stated on the permit application, to provide for the health, safety, and general welfare of both the citizens of the community and the temporary occupants of the Short-Term Rentals.
 1. Windows: Bedroom windows shall be operable to allow for emergency egress in accordance with the most recent building and fire codes as adopted and amended by the State of Idaho.
 2. Smoke Alarms: Single or multiple-station smoke alarms shall be installed and maintained in accordance with manufacturers specification:
 - a. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 - b. In each room used for sleeping purposes.
 - c. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
 3. CO Detectors: A CO detector is required on each floor if: there is a garage, solid fuel appliance or gas appliance.
 4. Fire Extinguishers: The Short-Term Rental shall be equipped with one 2A:10BC type extinguisher per floor. Fire extinguisher(s) shall be mounted in visible locations with the tops of the fire extinguishers mounted between three feet (3') and five feet (5') above the floor, and shall be accessible to occupants at all times.
 5. Local Representative:

- a. Each Short-Term Rental shall list a local representative who permanently resides within twenty (20) vehicular miles of the Ketchum city limits.
 - b. If the City is not able to contact the local representative in a timely manner more than twice during the term of the annual permit, this shall be considered a violation of this chapter.
 - c. The designated local representative may be changed by the permit holder from time to time throughout the term of the permit. However, to change the local representative, the permit holder must file a revised permit application that includes the name, address and telephone number of the new local representative. Failure to notify the City of a change in the local representative constitutes a violation of this chapter.
 - d. For non-owner-occupied Short-Term Rentals within the residential zones that do not meet the standards of this chapter, property owners and/or residents within two hundred feet (200') of the dwelling shall be provided with the name and telephone number of the owner or the local representative. The permit holder shall provide documentation to the City of this notification and list of the owners and/or residents contacted.
6. Permit Posting: The Short-Term Rental permit shall be posted within the dwelling adjacent to the front door. At a minimum, the permit will contain the following information:
- a. The name of the local representative and a telephone number where the representative may be reached;
 - b. The name and a telephone number where the property owner can be reached;
 - c. The telephone number and website address of the City of Ketchum;
 - d. The maximum number of occupants permitted to stay in the dwelling;
 - e. The solid waste and recycling collection day; and
 - f. The Ketchum snowplowing regulations.
2. Inactivity: License issuance and continued validity for non-owner-occupied Short-Term Rentals shall be contingent upon the owner's good faith effort to actively engage in the rental of the property. Failure to provide documentation of rental activity for a minimum of twelve (12) nights during a twelve (12) month period, pro-rated quarterly, prior to the Short-Term Rental permit renewal deadline shall constitute an immediate forfeiture of the license
- i. A signed declaration affirming that the property will be managed to adhere to the following requirements:
 - 1. Parking: all parking for the unit is contained on the site and not more than one (1) parking space per bedroom is provided. All

trailers shall be parked on a surfaced area, if space is provided, and shall not park on the right-of way.

2. Occupancy: Short-Term Rentals shall contain no more than four (4) people per bedroom. Total maximum occupancy of the Short-Term Rentals shall be based on the number of bedrooms times four (4) people per bedroom.
3. Noise: Quiet hours from 10 pm to 8 am the following day are enforced.
4. Trash Service: Bear proof solid waste collection facilities shall be available on the site and adequate for the occupancy of the short-term dwelling unit.

5.09.050: High Occupancy Standards:

- A. A permit for a Short-Term Rental with an occupancy of 20 or more guests shall comply with the general standards and findings for approval of a conditional use permit as set forth in Title 17 and the standards for all Short-Term Rentals set forth in this Chapter.
- B. The use of the dwelling unit as a Short-Term Rentals shall not have greater impacts than would be created by long term occupancy of the dwelling unit including the following:
 1. Access: The access and ingress to the site shall maintain safe conditions for pedestrians and vehicles and shall be adequately sized and designed so that access to other properties is not impacted or unsafe conditions on public streets are created.
 2. Parking: Improved surface areas on the site shall be the minimum necessary to provide adequate parking for the occupancy.
 3. Noise: Loud music, outdoor activities or any other source of noise that can be heard beyond the perimeter of the Short-Term Rental premises shall not be generated during the hours of 10:00 p.m. to 8:00 a.m. the following day.
 4. Health and Safety: The building is designed to accommodate the occupancy expected. Smoke, propane gas and carbon monoxide detectors shall be installed and maintained.
 5. Exterior Changes: No exterior changes shall be made to the structures or site conditions that would eliminate its appearance or use as a dwelling unit for long term residency.
 6. Use Restrictions: A copy of the use restrictions (occupancy, number and location of parking spaces, restrictions on RV parking, solid waste collection, quiet hours and noise restrictions, outdoor activity restrictions) as imposed through the conditional use permit, and the name and phone number of local representative and property owner shall be posted within the Short-Term Rental dwelling unit for user reference. The Short-Term Rental shall not be used for special events (i.e. weddings, wedding receptions).
- C. Neighborhood Impacts: a communication strategy with neighbors within 300' of the Short-Term Rental regarding any complaints shall include:
 1. The contact information of the property representative to serve as initial contact if there are questions or complaints regarding the operation of the Short-Term Rentals, and
 2. A copy of the conditions of approval.

- D. Application Requirements: In addition to the STR Permit application, the following submittals are required prior to the noticing of a public hearing before the Ketchum Area Planning and Zoning Commission:
1. A basic site plan that indicates the location of on-site parking;
 2. An operations plan;
 3. A communication strategy;
 4. A stormwater management plan, if there are changes to the site; and
 5. A declaration identifying the date and location of the neighborhood meeting and a roster of the persons attending.

5.09.060: Violation; Infraction; Penalty:

The following conduct shall constitute a violation for which the penalties and sanctions specified in this section may be imposed:

- A. Violations:
- a. The occupants of the dwelling have created noise, disturbances, or nuisances, in violation of City Code.
 - b. Violations of law pertaining to the consumption of alcohol or the use of illegal drugs.
 - c. The owner has failed to comply with the standards of this chapter.
- B. Penalties:
- a. For the first two (2) violations within a twelve (12) month period, the sanction shall be a warning notice.
 - b. For the third violation within a twelve (12) month period, the sanction shall be a revocation of the permit.
 - c. Additional penalties as may be provided for by the specific violation in other sections of City Code shall remain applicable.
- C. Written Notice: The City shall provide the permit holder with a written notice of any violation of this section that has occurred. If applicable, a copy of the warning notice shall be sent to the local representative.
- D. Appeal of Suspension or Revocation: Pursuant to this section, the City shall provide the permit holder with a written notice of the permit suspension or revocation and the reasons. The permit holder may appeal the suspension or revocation under the same process as an administrative appeal under Ketchum Municipal Code 17.144.
- E. Application for Permit After Revocation: A person who has had a Short-Term Rental permit revoked shall not be permitted to apply for a subsequent Short-Term Rental permit for a period of **one year** from the date of revocation.
- F. Infraction: Unless otherwise provided, any person who shall commence or continue to operate a Short-Term Rental for which a permit is required without first procuring the permit shall be deemed guilty of an infraction and subject to a fine of one hundred dollars (\$100.00). A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.
- G. Advertisement of Short-Term Rental: An advertisement promoting the availability of Short-Term Rentals property in violation of this Code is prima facie evidence of a violation and may be grounds for denial, suspension or revocation of a license. Advertising that offers a property as a residential Short-Term Rentals shall constitute prima facie evidence of the operation of a residential Short-Term Rentals and the burden of proof shall be on the

owner, operator, or lessee of record to establish that the subject property is being used as a legal residential Short-Term Rentals or is not in operation. Any communication by a property owner, manager, operator, or lessee to any person where the owner, manager, operator, or lessee offers their home for rent as a residential Short-Term Rentals shall constitute prima facie evidence of the operation of a residential Short-Term Rentals and the burden of proof shall be on the owner, operator, or lessee of record to establish that the subject property is being used as a legal residential Short-Term Rentals or is not in operation. Other evidence of the operation of a residential Short-Term Rentals without a valid permit number may include, but is not limited to: guest testimony, rental agreements, advertisements, and receipts or bank statements showing payments to the owner by a guest.

SECTION 3: REPEALER. All previous ordinances, resolutions, orders, or parts thereof, that are in conflict herewith are hereby repealed.

SECTION 4: 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 5: 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 of Ketchum, Idaho this ____ day of _____ 2021.

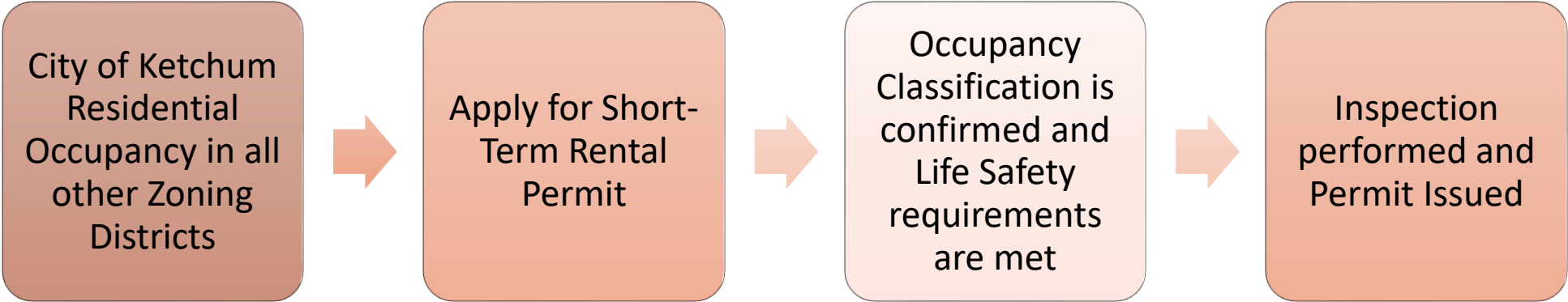
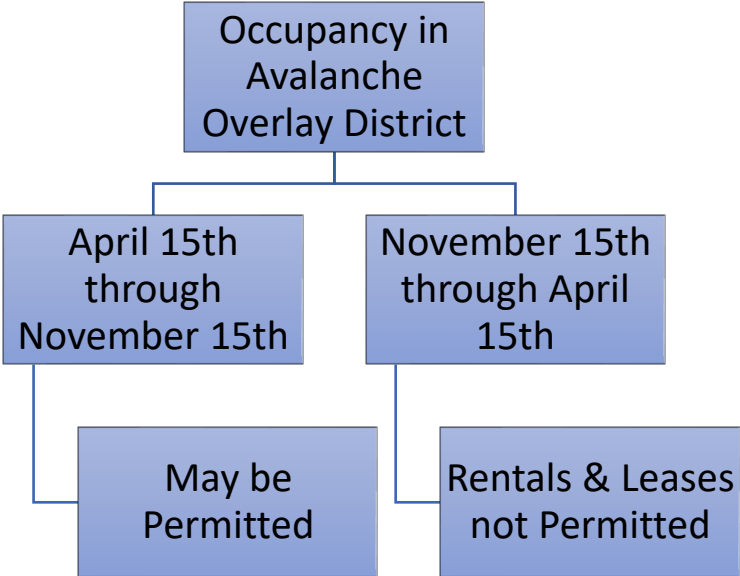
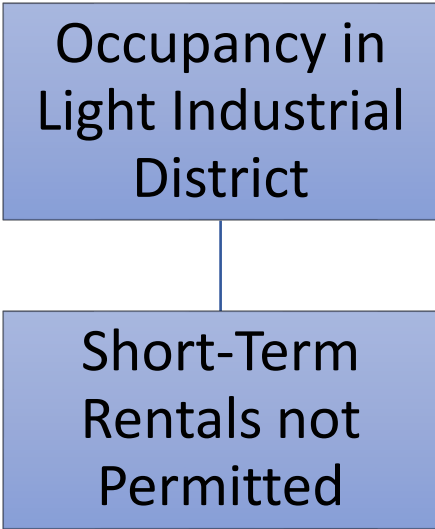
APPROVED BY THE MAYOR of Ketchum, Idaho this ____ day of _____ 2021.

Neil Bradshaw, Mayor

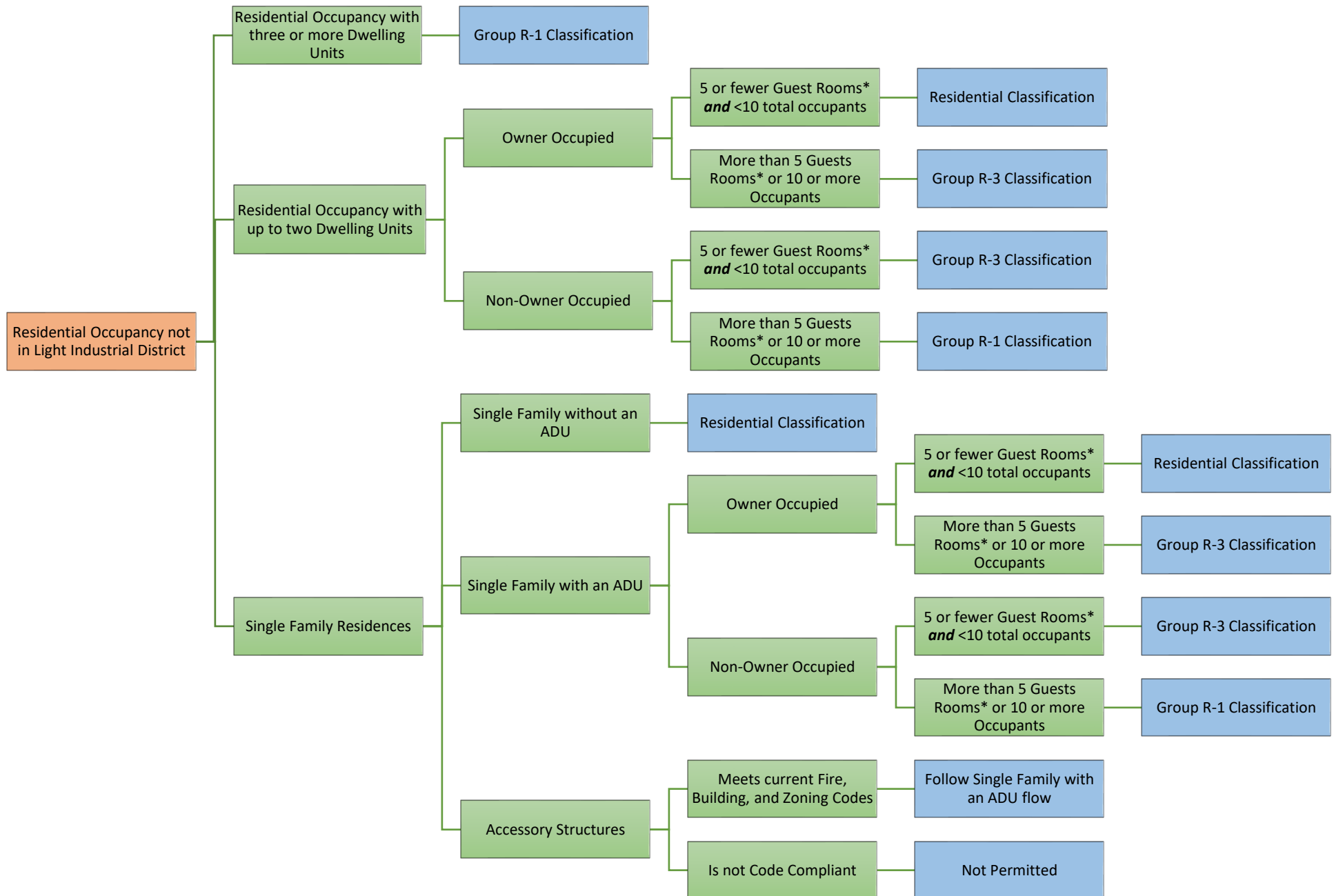
ATTEST:

Tara Fenwick, City Clerk

Short-Term Rental Permitting Flow



Occupancy Classification Flow Chart



*Guest Room: A room used or intended to be used by one or more guests for living or sleeping purposes.

Short Term Rental Classification for Fire and Building Code

- Short term rentals are not specifically identified in code
 - o They are rather defined by the terms, transient or non-transient, in relationship to the primary nature of the residents of an occupancy.
- Short Term Rentals most closely align with one of the following Occupancy Classifications
 - o Residential Group R-1
 - Defined as “occupancies containing sleeping units where the occupants are primarily transient in nature”.
 - Motels and Hotels also fall into this category.
 - o Residential Group R-3
 - Building that do not contain more than two dwelling units
 - Townhomes and Duplexes typically fall into this category
 - o Residential
 - Defined as “one and two-family dwellings”.
 - Includes owner-occupied lodging houses with 5 or fewer guest rooms and 10 or fewer occupants.
- IBC defines transient as
 - o “Occupancy of a dwelling unit or sleeping unit for not more than 30 days”

The less familiar an occupant is with a building; the more life safety code requirements are placed on that building. In addition to familiarity, density drives more stringent life safety code requirements.

Idaho tax code seems to support the transient classification of short-term rentals as well. The State’s tax code for lodging is labeled the “Hotels, Motels, and Short-Term Rental Tax Code” and referred to on the State’s web site as “residences rented for a fee for 30 days or less”.

Quote from Fort Collins web site

Short Term Rentals (STR’s) are currently only allowed in single-family dwellings. This includes property line townhomes, otherwise known as single-family-attached homes. STR’s are not allowed in multi-family R-2 buildings. R-2 buildings are apartment or condo buildings with 3 or more dwelling units on a single property. The Building Code considers the STR use of the condo/apartment building to be too risky for the renters who are not familiar with the space and trying to exit.

Occupancy Classification when used as a Short-Term Rental

Group R-1 Occupancy	Group R-3 Occupancy	Residential Occupancy
Buildings with three or more Dwelling Units	Buildings with up to two dwelling units	Single-Family Residences & Owner Occupied STRs in buildings with up to two dwelling units
One Hour vertical and horizontal fire separation throughout building (Exit corridors, floors, walls, etc.)	One Hour vertical and horizontal fire separation between units (common wall)	Normal Residential fire separations
IBC compliant exits, exit signage, and exit illumination.	IBC compliant exits	No exit signs required
Adequate Exits per story of building height, and occupant load restrictions (More restrictive)	Adequate Exits per story of building height, and occupant load restrictions (Less restrictive)	One Exit to exterior per 10 occupants, occupant load restrictions (Least restrictive)
Fire Sprinklers throughout - Meet the requirements of NFPA 13	Fire Sprinklers throughout - Meet the requirements of NFPA 13	Fire Sprinklers Required at 6,000sq/ft - Meet the requirements of NFPA 13
NFPA Compliant alarm notification Devices in STR units	Standard audible notification devices	Standard audible notification devices
Constantly Monitored Fire & CO Detection System throughout building	Constantly Monitored Fire & CO Detection System throughout building	Constantly Monitored Fire & CO Detection System throughout building
Adequate fire extinguishers per NFPA Code - Every Stair way landing and with 75' of travel to all locations in building	Adequate fire extinguishers per NFPA Code - One per kitchen and one per garage	Adequate fire extinguishers per NFPA Code - One per kitchen and one per garage
Posted Fire & Life Safety plan and property representative available to respond 24hrs a day within 4 hours.	Posted Fire & Life Safety plan and property representative available to respond 24hrs a day within 4 hours.	Posted Fire & Life Safety plan and property representative available to respond 24hrs a day within 4 hours.
Additional requirements to be ADA compliant	Additional requirements to be ADA compliant	Additional requirements to be ADA compliant

Darker color indicates more restrictive code requirements

! = More restrictive than non-STR property

Local Occupancies currently listed on VRBO.com

Occupancies with three or more dwelling units

Buildings that don't meet current R-2 or R-3 codes and would be difficult to change to R-1

Andora Villas – Built before fire sprinklers were required. Multiple dwelling occupancy and no centrally monitored fire detection system or notification devices.



Wildwood Condos – Built before fire sprinklers required. Does have monitored fire detection system but only for common areas. All units exit into interior central corridors and would be difficult to meet R-1 code standards.



Buildings that meet current R-2 Codes and would be easier to change occupancy classifications to R-1

Christoph Condos – Meet current sprinkler requirements, has monitored fire detection system, all exits are on exterior corridors and be easier to meet R-1 code standards.

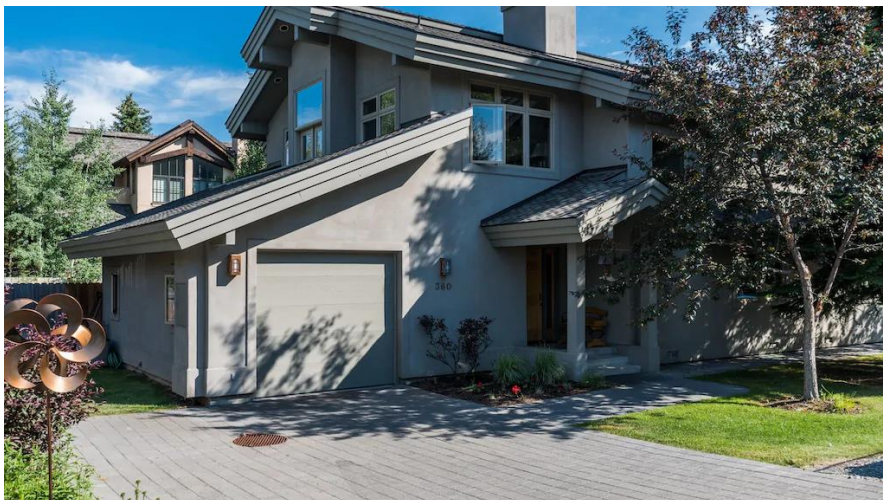


Group R-3 Occupancy (Townhomes) Examples

Townhomes with fire detection systems would be more easily updated to meet current R-3 Codes.

Townhomes where an owner occupies one half of the building would be considered owner occupied and classified in the less restrictive residential ranking. These buildings would not need to be retrofitted with sprinklers.

Owner occupied Townhome



Townhome with fire sprinklers



Single Family Residences (with and without ADUs)

This classification includes stand-alone single-family homes, homes with ADUs, and Owner-Occupied Townhomes.

Occupancies less than 6,000sq/ft without sprinklers and occupancies larger than 6,000sq/ft with sprinklers could be easily modified to meet the STR code.

Homes with ADUs would need to certify that one of the units is owner occupied or risk being classified as a R-3 occupancy.



Stand-alone, single family Residential Occupancy, currently booked for 22 days in December as listed on VRBO.com.



STRs not permitted due to extreme life safety hazards in these specific zones

Not Permitted in the Industrial Zones, or Avalanche Overlay District (November 15th – April 15th)

Light Industrial

125 Lewis St – No fire sprinklers, in a building where numerous light industrial activities could be approved. Lacks appropriate egress and fire separation requirements.

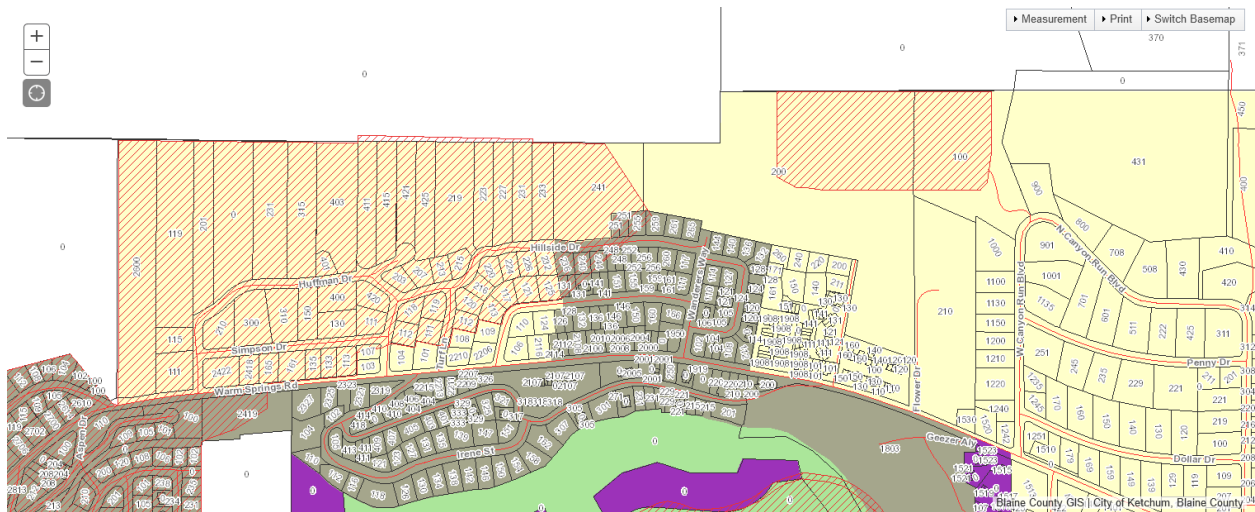


Avalanche Overlay District

226 Hillside Dr – Listed on VRBO.com and is currently booked for 16 days in December and 15 Days in February



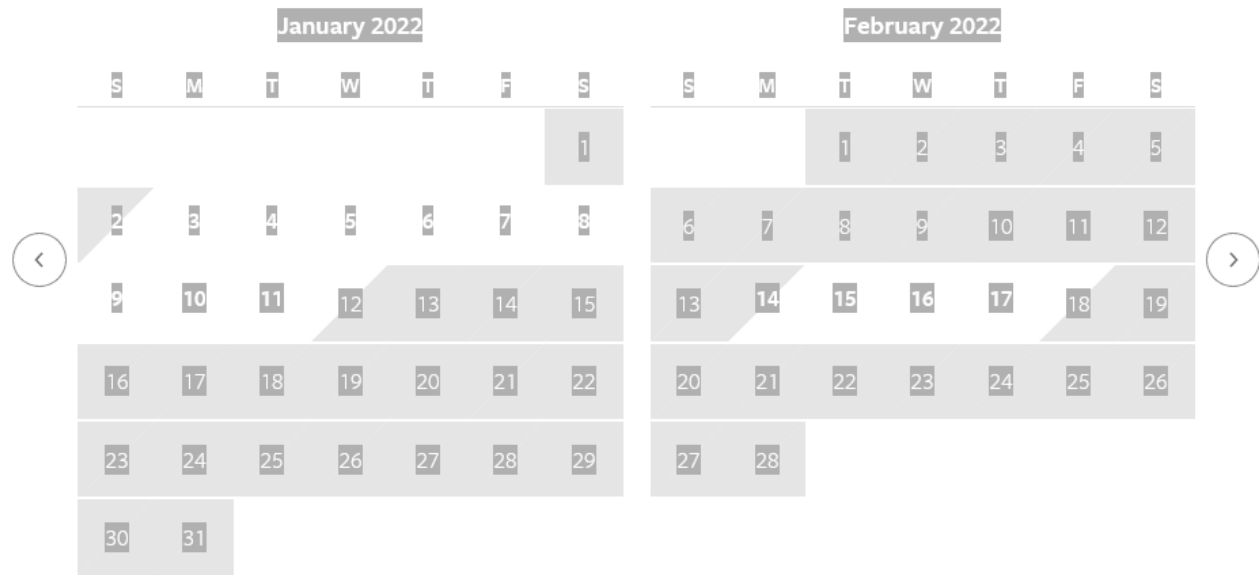
226 Hillside Dr is part of the Avalanche overlay district



320 Sage Rd – May qualify as a R-3 Occupancy (Townhome) and need minimal modifications to meet a potential STR code, but it's in the Avalanche Overlay District and can't currently be rented or leased during the winter despite what appears to be an almost completely booked listing on VRBO.com.



Availability



Other Code Violations to be worried about (photos from local VRBO listings)

BBQs on decks with overhangs in multi dwelling occupancies without fire sprinkler coverage



Improper storage of hazardous materials





City of Ketchum

December 6, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Interim Budget Request to Fund Sustainability Intern

Recommendation and Summary

During the FY22 budget development process, the Council approved a fifty percent cost share model with Blaine County to fund a Sustainability position/program. The manager is requesting supplementary funds of \$3,630 to operate a student intern program.

"I move approval of the Interim Budget Request of \$3,630 to fund a student intern program"

The reasons for the recommendation are as follows:

- The hourly amount for the intern has now been re-classified as part of the county's salary position review process.
- The FY22 budget as based on \$13.50 per hour and has been updated to \$18.85 an hour.
- Blaine County has agreed to split the increase in costs.

Introduction and History

During the FY22 budget development process, the new Sustainability Manager added an expense for a student intern. The average cost for student interns in Idaho is \$13.50 per hour. However, using the Blaine County Job Evaluation Worksheet, the position was classified at a Level 5 Pay Grade starting at \$18.85 per hour. The county's policy is to treat them the same as temporary, part-time employees and can work up to 19 hours per week.

Based on this information, the Sustainability Manager would like to update this temporary, part-time position to a Sustainability Program Fellow and budget it at the \$18.85 per hour for 19 hours per week. That action would require an annual budget increase of \$7,260. Based on the cost share model, the City of Ketchum's portion would be \$3,630.

Sustainability Impact

The intern position would focus on creation of a comprehensive green operations program for the county and cities. Specifically: (1) provide research in support of the development of the regional clean energy and climate action plans; (2) launch regional website; and (3) a communications campaign launched.

Financial Impact

During the FY22 budget development process, the Council approved \$50,000 for one-time sustainability efforts. This budget request would be the first candidate for those funds.

No Attachments



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22041

To: 1388 BLAINE COUNTY TREASURER 219 1ST AVE. SOUTH, ATTN: COUNTY ADMIN HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/02/2021	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	INTERIM BUDGET REQUEST TO FUND 01-4193-6500	3,630.00	3,630.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		3,630.00

 Authorized Signature



City of Ketchum

December 6, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Update regarding potential Resort Cities Representation in 2022 Legislative Session

Recommendation and Summary

During the FY22 budget development process, Council requested staff investigate retaining a professional resource to represent the city and potentially other resort cities in the 2022 Idaho Legislative Session. Staff has completed discussions with several potential resources and will provide a verbal update and request direction from the Council regarding next steps.

The scope of work for a potential professional resource could be:

1. **Prevent negative/hostile legislation:** in recent years, the legislature has taken action to limit city authority on a range of issues (short-term rentals, property taxes, minimum wage, transportation management companies (i.e. Uber)). The priority of the firm would be to defeat any potential new negative legislation affecting the city.
2. **Coalition Creation:** there are approximately sixteen Idaho resort cities who utilize local option taxing authority (LOT). Beyond the LOT authority, these communities share a common goal/challenge of address workforce housing and adequate employee supply for local businesses. This new resource could serve as a coordinating resource between all resort cities in Idaho with a goal of speaking with one voice with the Governor's Office and Legislature. The resource would also closely coordinate with the Idaho Association of Cities.
3. **Socialize new legislation concepts:** the new resource could start to work with the Governor's Office, legislators, and other interested parties (Idaho Association of Commerce & Industry, Idaho Assoc. of Realtors, etc.) to discuss future legislative solutions:
 - a. Use of state ARPA (federal COVID funds) via statewide grants to cities and counties to address workforce housing infrastructure needs
 - b. 1% real estate transfer tax program for workforce housing in resort cities only
 - c. Relaxing state restrictions on city ability to regulate short-term rentals

Sustainability Impact

No direct impact. Increased inventory of a local workforce and housing does decrease the amount of auto trips as local workers are closer to their place of employment.

Financial Impact

Initial discussions with potential firms could cost \$30,000 for the session. Should the Council support the concept, staff would work with other cities to determine if they would be a financial participant.

Attachments:

None



City of Ketchum

December 6, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Direction to Staff on Preferred Location for the Glass and Cardboard Recycling Center

Recommendation and Summary

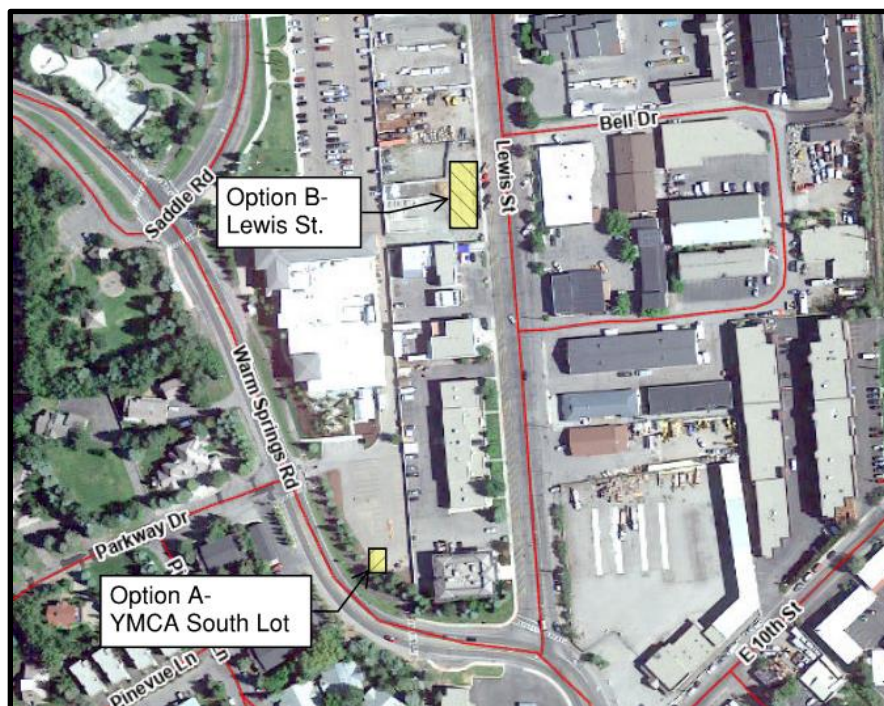
Staff is seeking direction from Council for location of the public glass dumpster and new cardboard compacter.

City owned locations for the Council to consider are:

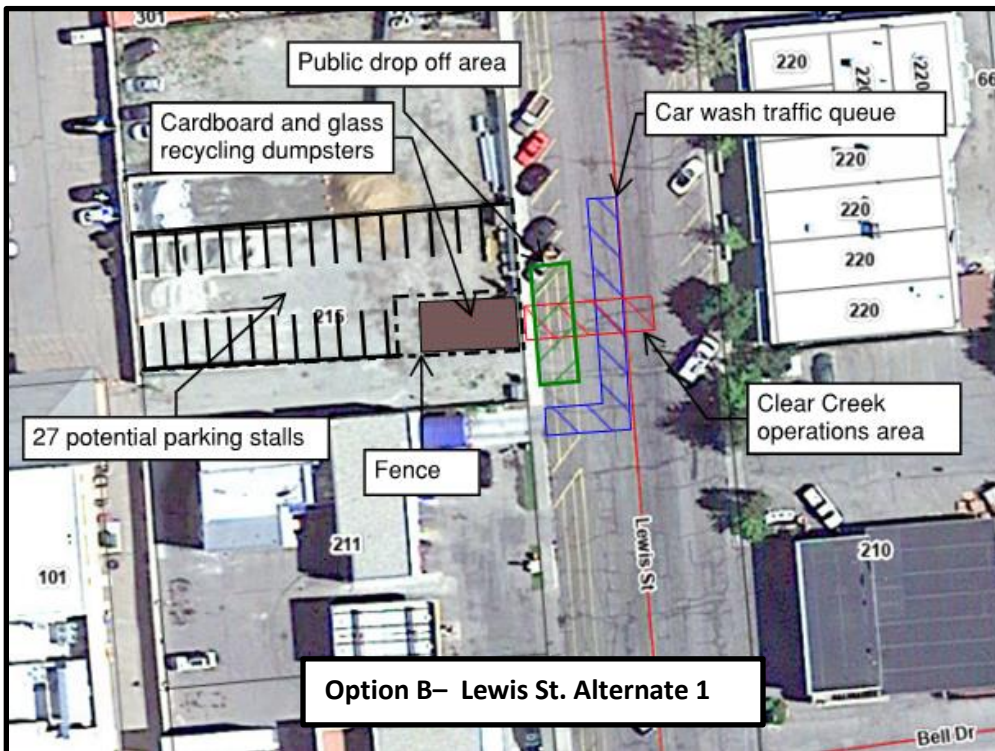
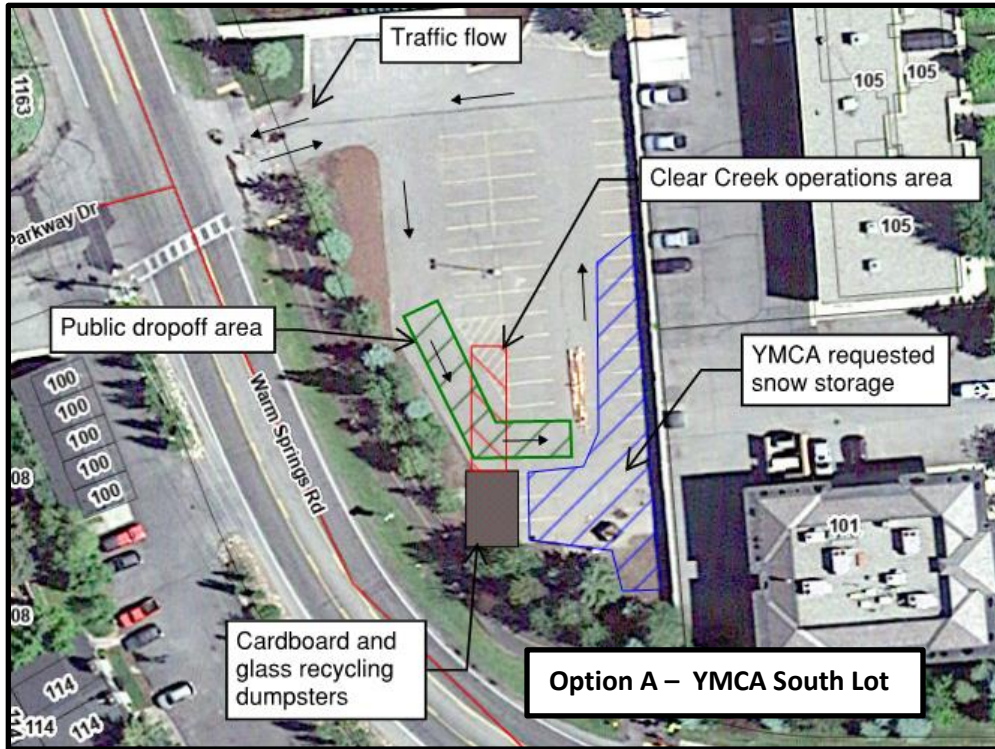
- **Option A** - YMCA South Lot
- **Option B** – Lewis Street Options
 - **Alternate 1** – Public drop off and Clear Creek operations in ROW
 - **Alternate 2** - Public drop off onsite and Clear Creek operations in ROW
 - **Alternate 3** - Public drop off and Clear Creek operations onsite

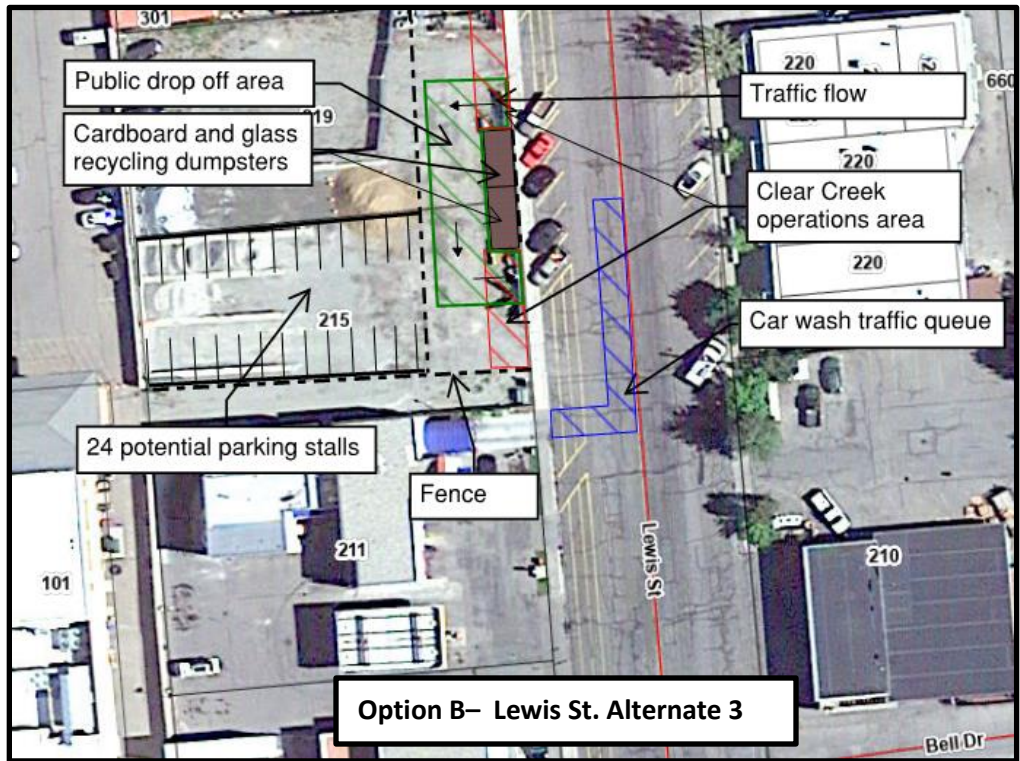
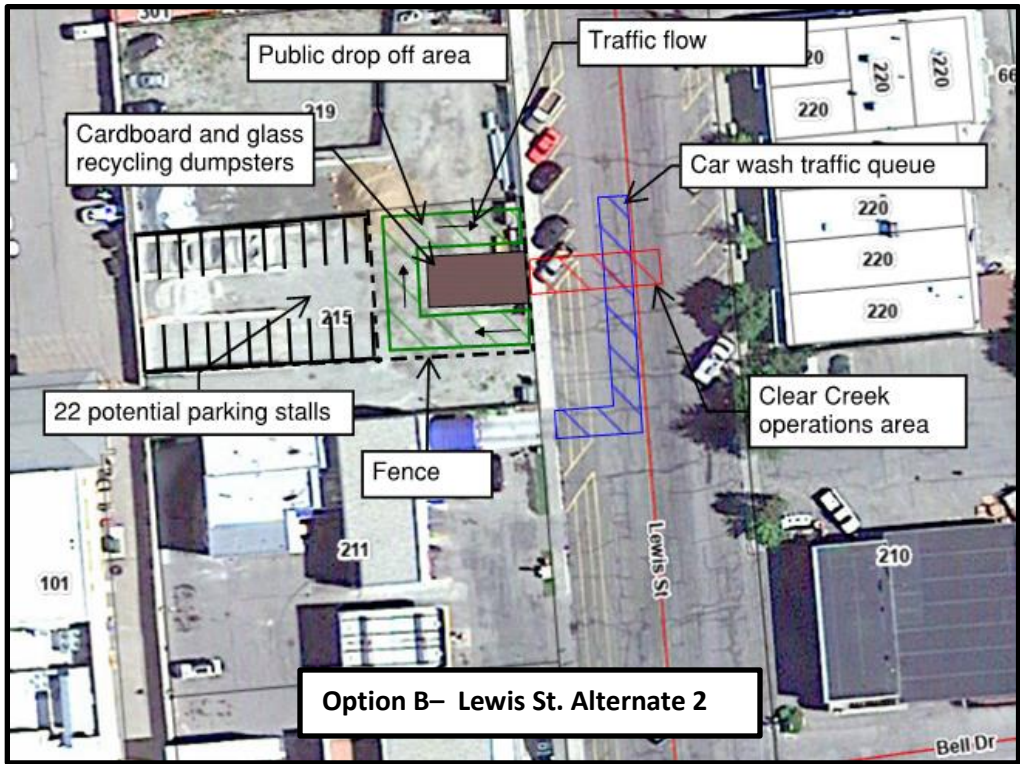
Introduction and History

The city in coordination with Clear Creek Disposal, is looking finalize the location for the new public cardboard compacter and glass recycling dumpster. The existing recycling dumpsters are currently located in the City owned parking lot south of the YMCA. The existing dumpsters would be consolidated and replaced with an approximately 8'x20' dumpster for glass and an 8'x20' cardboard compacter. City staff evaluated 2 locations and multiple layout options at each location.



	Option A – YMCA South Lot	Option B – Lewis Street Lot
Zoning	Tourist (T)	LI-2 (Light Industrial 2)
Operational Constraints	Existing drive aisles to be used for dumpster and compactor pick-up/drop off	Existing lot to be used for dumpster and compactor pick-up/drop off
Traffic Conflicts	Existing parking lot, minimal conflicts	Queuing for cars entering car wash
Future Use	TBD	TBD





Sustainability Impact

Continued recycling services for the public

Financial Impact

Rough order of magnitude costs for each option are listed below:

Option A: YMCA South Lot - \$74,700

Option B: Lewis Street Lot - \$66,450

The cost for the recycling relocation would be incorporated into the franchise agreement with Clear Creek.