City of Ketchum, Idaho Regular City Council Meeting
Monday, August 03, 2020, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Agenda

Due to safety and COVID-19 physical distancing requirements, there will be limited public attendance at Ketchum City Council meetings. Members of the public may observe the meeting live on the City's website at https://www.ketchumidaho.org/meetings or observe the meeting live outside of the building.

If you would like to comment on a PUBLIC HEARING item, please submit your comment to participate@ketchumidaho.org by noon the day of the meeting. Comments will be provided to the City Council.

If you would like to phone in and provide comment on a PUBLIC HEARING item on the agenda, please dial the number below. You will be called upon for comment during that agenda item.

If you would like to provide comment on a PUBLIC HEARING item on the agenda in person, you may speak to the Council when called upon but must leave the room after speaking and observe the meeting outside City Hall.

   Dial-in: +1 253 215 8782
   Meeting ID: 982 1820 1563

- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- CONSENT AGENDA: Note: (ALL ACTION ITEMS) The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately

1. Approval of Minutes: Regular Meeting July 20, 2020
2. Authorization and approval of the payroll register
3. Authorization and approval of the disbursement of funds from the City’s treasury for the payment of bills in the total sum of $755,776.75 as presented by the Treasurer
4. Recommendation to approve Purchase Order 20496 with Banyon Technology to upgrade equipment for well site - Water Superintendent Pat Cooley
5. Recommendation to approve Encroachment Agreement 20493 with Idaho Power at 314 Broadway
6. Recommendation to approve Encroachment Agreement 20492 with Idaho Power at 215 Corrock Drive
7. Recommendation to approve Encroachment Agreement 20487 with Century Link at 101 Lewis Street
8. Recommendation to approve Encroachment Agreement 20495 with Cox Communications at Spruce and Sun Valley Road

● NEW BUSINESS (no public comment required)
9. ACTION ITEM: Discussion on the closure of Fourth Street
10. ACTION ITEM: Discussion of requiring city employees to wear masks in city work-places and mask protocols for public meetings in the City Council Chambers
11. ACTION ITEM: Recommendation to provide direction and approval on Encroachment Agreement 20494 with Idaho Power at 760 Washington Avenue--City Administrator Suzanne Frick

● PUBLIC HEARING
12. ACTION ITEM: Recommendation to adopt Resolution 20-019 Adopting the Mayor's Proposed Budget as the Preliminary Budget - Director of Finance & Internal Services Grant Gager
13. ACTION ITEM: First Reading of Ordinance No. 1208, Annual Appropriations Ordinance - Mayor Neil Bradshaw

● ADJOURNMENT

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

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

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

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

Like us on Facebook and follow us on Twitter.

Thank you for your participation.

We look forward to hearing from you
Minutes

Due to safety and COVID-19 physical distancing requirements, there will be limited public attendance at Ketchum City Council meetings. Members of the public may observe the meeting live on the City’s website at https://www.ketchumidaho.org/meetings or observe the meeting live outside of the building.

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   Dial-in: 1 346 248 7799
   Meeting ID: 966 7325 2721

● CALL TO ORDER: By Mayor Neil Bradshaw
  Mayor called the meeting to order at 4:02 p.m.

● ROLL CALL

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

  ALSO PRESENT
  City Administrator Suzanne Frick
  Director, Finance & Internal Services Grant Gager
  Assistant City Administrator Lisa Enourato
  Associate Planner Abby Rivin

● COMMUNICATIONS FROM MAYOR AND COUNCILORS

  Mayor Neil Bradshaw advised that the electric hot boiler has been installed at the water treatment plant. The live footage at the fire station is up and running. He encouraged the public to be conscientious of the temperature outside and use precautions. There will be a special budget meeting on July 29th and 3 meetings in August. Mayor Neil Bradshaw clarified that this is not a public room, so masks are not
required. There are 10 people in the room, fans are on and doors are open.

1. Proclamation - Americans with Disabilities Act Awareness Day

Mayor Neil Bradshaw read the proclamation aloud.

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

2. Approval of Minutes: Regular Meeting July 6, 2020
3. Authorization and approval of the payroll register
4. Authorization and approval of the disbursement of funds from the City’s treasury for the payment of bills in the total sum of $639,323.65 as presented by the Treasurer
5. Recommendation to approve Wine & Liquor License for Sun Valley Culinary Institute - Director of Finance & Internal Services Grant Gager
6. Recommendation to Approve Annual Alcohol Beverage Licenses - Director of Finance & Internal Services Grant Gager
7. Recommendation to approve Final Plat for Roberts Brothers Town House Subdivision at 108 Fir Drive--City Administrator Suzanne Frick

Councilor Courtney Hamilton advised there is a typo in consent item #7. Bavarian Village should say Roberts Brothers Townhouse. Associate Planner Abby Rivin advised that this paragraph is not pertinent to this approval and will make the appropriate changes prior to signature.

8. Recommendation to approve Exceedance Agreement 20491 for Mountain Land Design at 111 North Washington Avenue--City Administrator Suzanne Frick
9. Recommendation to approve Final Plat for Phase Three of the Onyx and Leadville subdivision--City Administrator Suzanne Frick

Motion to approve Consent Items 2-9 with stated correction to number 7.

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

● NEW BUSINESS (no public comment required)
10. ACTION ITEM: Consideration and approval of park reservations and special events - Special Events Manager Julian Tyo

Mayor Neil Bradshaw advised these are straight forward events with COVID plans in place. He thanked Events Manager Julian Tyo for working with the applicants to be sure all protocols are in place.

Motion to approve the Special Events License Application submitted for the inclusive Idaho Fundraiser and the park reservations for the Friday Evening Shabbat Service and Baby Shower.
Motion made by Council President Breen, Seconded by Councilor Hamilton.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

11. ACTION ITEM: Consideration of options allowing scooters in the Skate Park - Special Events Manager Julian Tyo

Mayor Neil Bradshaw advised he has met with Events Manager Julian Tyo, Sarah Uhlenhopp, Andrew Gilbert and David Kelso regarding the use of the Skate Park. He was very pleased with the way in which they wanted to find a solution for our community and have all agreed to allow scooters from 10:00 a.m. to 4:30 p.m. This seemed to work with all groups and all parties. Staff will be working with the same group to come up with boards for best practices to be placed in the skatepark. Mayor Neil Bradshaw asked Council for approval of these hours and if approved, new signs will go up immediately.

Councilor Jim Slanetz thinks this is a good compromise and is pleased that that it is agreed upon by a group of stakeholders stating, it is a good starting point and good balance. Councilor Michael David agrees with Jim Slanetz and is in support. He thanked the public for getting together with Mayor Bradshaw and coming up with this solution. Council President Amanda Breen is with this solution. Councilor Courtney Hamilton is pleased that the scooter community was represented. Mayor Bradshaw advised that a temporary sign will be put up tomorrow with council approval. Courtney Hamilton appreciates the time and effort the staff has put into this.

Council approved.

● PUBLIC HEARING

12. ACTION ITEM: Recommendation to approve Preliminary Plat for the Bavarian Village Town Homes located at 112 Rember Street--City Administrator Suzanne Frick

Mayor Neil Bradshaw disclosed that he lives within 300’ of this project and will not be participating or deliberating. The applicant for this project is on the call if there are questions. There is nobody here for public comment.

Councilor Jim Slanetz questioned if it changes the zoning. Associate Planner Abby Rivin advised there is no change to zoning for this application and explained, this is a storage unit only, this is a preliminary plat, ADU’s and floor area ratios were discussed.

Move to approve the Bavarian Village Townhomes Subdivision Preliminary Plat application subject to conditions of approval #1-8.

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

● EXECUTIVE SESSION

13. Discussion Pursuant to 74-206 (1) (f)

Motion to go into Executive pursuant to Idaho Code 74-206 (1) (f) at 4:30 p.m.

Motion made by Councilor Hamilton, Seconded by Council President Breen.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz
Motion to come out of Executive Session at 5:34pm

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

• ADJOURNMENT

Motion to adjourn at 5:34

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

__________________________
Neil Bradshaw, Mayor

__________________________
Robin Crotty, City Clerk
Report Criteria:
- Invoices with totals above $0 included.
- Paid and unpaid invoices included.
- [Report].GL Account Number = "0110000000" - "9648008200", "9911810000" - "9911810000"
- Invoice Detail. Voided = No, Yes

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### City of Ketchum

**Payment Approval Report - by GL Council**

**Report dates: 7/17/2020-7/30/2020**

**Jul 30, 2020 09:23AM**

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**Total FUEL & SOCIETY:**

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Total FACILITY MAINTENANCE: 12,826.08

POLICE

| OFFICE SUPPLIES & POSTAGE
| OPERATING SUPPLIES
| PARKING OPS EQUIPMENT FEES
| PROF.SERVICES-BCSO CONTRACT
| FIRE & RESCUE

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FIRE & RESCUE

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| VISION REIMBURSEMENT ACCT(HRA)
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### City of Ketchum Payment Approval Report - by GL Council

Report dates: 7/17/2020-7/30/2020

Jul 30, 2020 09:23AM

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**GENERAL CAPITAL IMPROVEMENT FD**

**GENERAL CIP EXPENDITURES**

| 03-4193-7400 COMPUTER/COPIER LEASING     |                |                           |                    |
| DELL FINANCIAL SERVICES                  | 80501919       | Lease Services            | 236.56             |
| DELL FINANCIAL SERVICES                  | 80507885       | contract for computers    | 1,465.97           |
|                                          |                |                           |                    |
| **Total GENERAL CIP EXPENDITURES:**      |                |                           | 1,702.53           |
| **Total GENERAL CAPITAL IMPROVEMENT FD:**|                |                           | 1,702.53           |

**ORIGINAL LOT FUND**

**ORIGINAL LOT TAX**

| 22-4910-6040 SUN VALLEY MARKETING ALLIANCE |                | Monthly Payment per contract | 33,333.33 |
|                                          | VISIT SUN VALLEY |                           |           |
|                                          | 60              |                           |           |
|                                          |                |                           |           |
| **Total ORIGINAL LOT TAX:**              |                |                           | 33,333.33 |
| **Total ORIGINAL LOT FUND:**             |                |                           | 33,333.33 |

**FIRE CONSTRUCTION FUND**

**FIRE FUND EXP/TRNFRS**

| 42-4800-4200 PROFESSIONAL SERVICES       |                |                           |                    |
| DENNIS POTTS PROJECT MGMT,               | 1175           | Construction Mgmt Services 6/21 | 22,572.78 |
| CORE CONSTRUCTION SERVICES               | 201000503      | Design Development Phase Contract 20454 | 10,702.00 |
|                                          |                |                           |                    |
| 42-4800-4205 PROF SERVICES ENGINEERING   |                |                           | 465.36           |
| MATERIALS TESTING & INSPEC               | 175610         | Soil Field Density Services |                   |
|                                          |                |                           |                    |
| 42-4800-5200 UTILITIES                   |                |                           | 1,795.00         |
| ARBOR CARE                                | CMB407         | Fire Station Tree and Stump Removal |             |
|                                          |                |                           |                    |
| **Total FIRE FUND EXP/TRNFRS:**          |                |                           | 35,535.14        |
| **Total FIRE CONSTRUCTION FUND:**        |                |                           | 35,535.14        |

**WATER FUND**

**WATER EXPENDITURES**
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA) STARLEY-LEAVITT INS. AGENCY</td>
<td>642638</td>
<td>642638 07/23/20</td>
<td>27.00</td>
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<tr>
<td>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE UNIFIED OFFICE SERVICES</td>
<td>286190</td>
<td>Batteries</td>
<td>21.86</td>
</tr>
<tr>
<td>63-4340-3200 OPERATING SUPPLIES ALSCO - AMERICAN LINEN DIVI</td>
<td>LBOH1817154</td>
<td>5192 07/17/20</td>
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</tr>
<tr>
<td>63-4340-3200 OPERATING SUPPLIES ALSCO - AMERICAN LINEN DIVI</td>
<td>LBOH1817158</td>
<td>5493 07/17/20</td>
<td>50.14</td>
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<tr>
<td>63-4340-3200 OPERATING SUPPLIES GEM STATE PAPER &amp; SUPPLY</td>
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<td>Paper Supplies</td>
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<tr>
<td>63-4340-3200 OPERATING SUPPLIES PIPOCO, INC.</td>
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<td>White Marking Paint</td>
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<tr>
<td>63-4340-3200 OPERATING SUPPLIES PIPOCO, INC.</td>
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<td>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS UNITED OIL</td>
<td>943785</td>
<td>37271 07/15/20</td>
<td>231.65</td>
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<td>63-4340-3800 CHEMICALS GEM STATE WELDERS SUPPLY</td>
<td>823433</td>
<td>55 gal T-Chlor x 2</td>
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<tr>
<td>63-4340-4200 PROFESSIONAL SERVICES CENTRAL DRUG SYSTEM, INC.</td>
<td>307986</td>
<td>Drug Processing Fees</td>
<td>56.75</td>
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<tr>
<td>63-4340-4200 PROFESSIONAL SERVICES PETROLEUM STORAGE TANK F</td>
<td>26987</td>
<td>Annual Renewal Statement</td>
<td>75.00</td>
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<tr>
<td>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS CENTURY LINK</td>
<td>2087268953 07/17/20</td>
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<td>131.61</td>
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<td>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS VERIZON WIRELESS</td>
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<tr>
<td>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP RIVER RUN AUTO PARTS</td>
<td>6538-155477</td>
<td>Adhesive</td>
<td>10.99</td>
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<tr>
<td>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP BANYAN TECHNOLOGY INC.</td>
<td>20715</td>
<td>Water Well Service</td>
<td>892.50</td>
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<tr>
<td>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP CHATEAU DRUG CENTER</td>
<td>2250941</td>
<td>Filters</td>
<td>12.32</td>
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<td>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP CHATEAU DRUG CENTER</td>
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<td>Filter Credit</td>
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<td>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP G C SYSTEMS INC.</td>
<td>5273</td>
<td>PO 20446 CLA-VAL Control Valves</td>
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<td>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP USA BLUEBOOK</td>
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<td>Pilot Valves</td>
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<td>Total WATER EXPENDITURES:</td>
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<td>29,518.17</td>
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**WATER DEBT SERVICE EXPENDITURES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>63-4800-8300 DEBT SRVC ACCT PRINCIPAL-2015B ZIONS BANK</td>
<td>2015B 07/06/20</td>
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<tr>
<td>63-4800-8400 DEBT SRVC ACCT INTEREST-2015B ZIONS BANK</td>
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<td>Total WATER DEBT SERVICE EXPENDITURES:</td>
<td></td>
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<tr>
<td>Total WATER FUND:</td>
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</table>
## City of Ketchum Payment Approval Report - by GL Council

**Report dates:** 7/17/2020-7/30/2020

**Jul 30, 2020 09:23AM**

### WATER CAPITAL IMPROVEMENT FUND

#### WATER CIP EXPENDITURES

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>WATER CAPITAL IMPROVEMENT FUND</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>64-4340-7600 MACHINERY AND EQUIPMENT</strong></td>
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<tr>
<td>SAWTOOTH PLUMBING</td>
<td>27230</td>
<td>Boiler Setup</td>
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<tr>
<td><strong>64-4340-7802 KETCHUM SPRING WA CONVERSION</strong></td>
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<td>LUNCEFORD EXCAVATION, INC.</td>
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<td>Compact Asphalt</td>
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<td>LUNCEFORD EXCAVATION, INC.</td>
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<td>Repair Services Clay Valve and Traffic Control</td>
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<td>S &amp; C ASSOCIATES LLC</td>
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<td>CANYON EXCAVATION. LLC</td>
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<td>CANYON EXCAVATION. LLC</td>
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<td>Ketchum Springs Water Phase 3 20457 App 2</td>
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Total WATER CIP EXPENDITURES: 135,396.26

Total WATER CAPITAL IMPROVEMENT FUND: 135,396.26

### WASTEWATER FUND

#### WASTEWATER EXPENDITURES

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Net Invoice Amount</th>
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<tbody>
<tr>
<td>WASTEWATER FUND</td>
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<td></td>
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<tr>
<td><strong>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</strong></td>
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<tr>
<td>STARLEY-LEAVITT INS. AGENCY</td>
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<td>642638 072320</td>
<td>54.00</td>
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<tr>
<td><strong>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNITED OFFICE SERVICES</td>
<td>286190</td>
<td>Batteries</td>
<td>21.86</td>
</tr>
<tr>
<td><strong>65-4350-3200 OPERATING SUPPLIES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALSCO - AMERICAN LINEN DIVI</td>
<td>LBOI1817154</td>
<td>5192 071720</td>
<td>24.49</td>
</tr>
<tr>
<td>ALSCO - AMERICAN LINEN DIVI</td>
<td>LBOI1817156</td>
<td>5292 071720</td>
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<td>ATKINSONS' MARKET</td>
<td>01314046</td>
<td>Distilled Water</td>
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<td>PIPECO, INC.</td>
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<td>Flex Gloves</td>
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<td><strong>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</strong></td>
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<td>UNITED OIL</td>
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<td><strong>65-4350-3800 CHEMICALS</strong></td>
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<tr>
<td>HACH</td>
<td>12035351</td>
<td>CHEMICALS</td>
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<td>THATCHER COMPANY, Inc.</td>
<td>1498988</td>
<td>T-Chlor 12.5</td>
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<tr>
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<td>VERIZON WIRELESS</td>
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<td>40.01</td>
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<tr>
<td><strong>65-4350-5200 UTILITIES</strong></td>
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<tr>
<td>IDAHO POWER</td>
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<td>IDAHO POWER</td>
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<td><strong>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</strong></td>
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<tr>
<td>PLATT ELECTRIC SUPPLY</td>
<td>Z681948</td>
<td>Light and Extender</td>
<td>16.28</td>
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Total WASTEWATER EXPENDITURES: 11,680.51

### WASTEWATER DEBT SERVICE EXP

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Net Invoice Amount</th>
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</thead>
<tbody>
<tr>
<td><strong>65-4800-8300 DEBT SRVC ACCT PRNCPL-2014C</strong></td>
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<td>Revenue bond Series 2014C - Principal</td>
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### Vendor Name | Invoice Number | Description | Net Invoice Amount
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Total WASTEWATER DEBT SERVICE EXP: | | | 227,833.12

Total WASTEWATER FUND: | | | 239,513.63

WASTEWATER CAPITAL IMPROVE FND

WASTEWATER CIP EXPENDITURES

67-4350-7800 CONSTRUCTION | S & C ASSOCIATES LLC 1691-1717 19-1063 | | 402.50

Total WASTEWATER CIP EXPENDITURES: | | | 402.50

Total WASTEWATER CAPITAL IMPROVE FND: | | | 402.50

PARKS/REC DEV TRUST FUND

PARKS/REC TRUST EXPENDITURES

93-4900-6800 KETCHUM ARTS COMMISSION | WINDYCITY ARTS, INC. 2020-432 | KAC Laminate | 43.75

Total PARKS/REC TRUST EXPENDITURES: | | | 43.75

Total PARKS/REC DEV TRUST FUND: | | | 43.75

Grand Totals: | | | 755,776.75

---

Report Criteria:

- Invoices with totals above $0 included.
- Paid and unpaid invoices included.
- Report GL Account Number = "0110000000"-"9648008200","9910000000"-"9911810000"
- Invoice Detail VOIDED = No, Yes
August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation To**

**Recommendation and Summary**
Staff is recommending the council approve a purchase order with Banyan Technologies for $28,810.00 and adopt the following motion:

*I make a motion to approve a purchase order with Banyan Technologies in the amount of $28,810.00 for upgrades to our Warm Springs Well electronics and monitoring system.*

The reasons for the recommendation are as follows:

- Current components are obsolete and no longer supported by the manufacture.
- This is part of an ongoing maintenance process.

**Introduction and History**
The PLC components are the chief operation modules in the SCADA (control and monitoring) systems. These components have outlived their useful operational life and are no longer supported by the manufacturer.

**Analysis**
These components that are being replaced have been in service since 1997.

**Sustainability**
- This will assist in the efficient delivery of water with the monitoring and of use of our most efficient well configurations.

**Financial Impact**
Funding for this purchase order is identified in the capital improvement of our budget and will be paid for out of the water fund.

Attachments: Banyan Technologies cost estimate
Purchase order # 20496
Banyan Technologies Inc.
P.O. Box 5083
Twin Falls, Idaho 83303-5083

Name / Address
Ketchum City Utilities
Pat Cooley
PO. Box 2315
Ketchum, Idaho 83340

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Warm Springs (Master) PLC Upgrade</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Upgrade existing obsolete Allen Bradley SLC500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Programmable Logic Control (PLC) System to new Allen Bradley Compact Logix 5069 PLC System.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price includes all PLC components, wiring, installation, PLC and SCADA programming, startup and testing</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Work to be completed by September 15th, 2020</td>
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<td></td>
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</table>

Terms: Net 15
Project:

Subtotal: $28,810.00
Sales Tax (6.0%): $0.00
Total: $28,810.00

Phone #: 2087367363
Fax #: 208-734-8677
E-mail: BVW@WATER2WIRE.COM
## Purchase Order

Number: #20461  
Date: April 6, 2020

Vendor: Banyon Technologies Inc.  
P.O. Box 5083  
Twin Falls Idaho 83303-5083

Quote Ref: bid # B207377

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item # / SKU</th>
<th>Description</th>
<th>Item Cost</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td>Purchase and install master PLC upgrade to existing obsolete logic control system.</td>
<td>$28,810.00</td>
<td>$28,810.00</td>
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</tbody>
</table>

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

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

Please Ship Above Listed Items to:

City of Ketchum  
Attn: Grant Gager  
480 East Avenue N  
Box 2315  
Ketchum, ID 83340

Order Submitted By:  
[Signature]  
Pat Cooley
August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve Right-of-Way Encroachment Agreement 20493 with Idaho Power for placement of an at grade vault and underground power lines in the City Right-of-Way**

**Recommendation and Summary**
Staff is recommending the Council approve the attached Encroachment Agreement 20493 and adopt the following motion:

“I move to authorize the Mayor to sign Encroachment Agreement 20493 with Idaho Power.”

The reasons for the recommendation are as follows:

- The encroachment is necessary to underground power distribution lines
- The encroachment will have no impact on pedestrian or public access

**Introduction and History**
Idaho Power would like to install approximately 370 ft. of underground conduit and a 2’x2’ traffic rated vault within the City’s Right-of-Way on Broadway Blvd. between Sunnyside Blvd. and 302 Broadway Blvd. The proposed at grade vault is to be located 5’ off the existing edge of asphalt within a gravel area. The encroachment request will facilitate undergrounding of approximately 355 ft. of overhead power lines.

**Analysis**
Engineering and Streets have reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed encroachments were determined not to impact public access or maintenance.

**Financial Impact**
There is no financial impact resulting from approval of this encroachment agreement.

Attachments:
Encroachment Agreement 20493
RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20493

THIS AGREEMENT, made and entered into this _____day of ____ , 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____________________, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702.

RECITALS

WHEREAS, Owner wishes to permit placement of an 2’ x 2’ at-grade vault and underground electrical power lines in the right-of-way on Broadway Blvd. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install power infrastructure identified in Exhibit “A” within the public right-of-way of Broadway Blvd., until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner’s expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner’s part to be performed.
under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. Subject to Section 13 below, this Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in
the future (“Franchise Agreement”), and in the event of any conflict or uncertainty between eh
terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.
OWNER: CITY OF KETCHUM:

By: ____________________ By: __________________________
    Neil Bradshaw
    Its: Mayor

STATE OF ___________, )
   ) ss.
County of ___________. )

On this ___ day of ___________, 2020, before me, the undersigned Notary Public in and for said State, personally appeared __________________, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

_____________________________
Notary Public for _______________
Residing at ___________________
Commission expires ____________

STATE OF IDAHO )
   ) ss.
County of Blaine )

On this ___ day of ___________, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

_____________________________
Notary Public for _______________
Residing at ___________________
Commission expires ____________
August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve Right-of-Way Encroachment Agreement 20492 with Idaho Power for underground power lines in the City Right-of-Way.**

**Recommendation and Summary**
Staff is recommending the Council approve the attached Encroachment Agreement 20492 and adopt the following motion:

“I move to authorize the Mayor to sign Encroachment Agreement 20492 with Idaho Power.”

The reasons for the recommendation are as follows:
- The encroachment is necessary to underground power distribution lines
- The encroachment will have no impact on pedestrian or public access

**Introduction and History**
Idaho Power would like to install approximately 295 ft. of underground conduit within the City’s Right-of-Way on Corrock Dr. The proposed project also includes the installation of two new pad mounted transformers on private property and removing an existing power pole within the City’s Right-of-Way. There are two existing power poles on private property which will remain and continue to provide overhead service to private residences. The encroachment request will facilitate undergrounding of approximately 260 ft. of overhead power distribution lines.

**Analysis**
Engineering and Streets have reviewed the layout of the proposed utilities. No above grade facilities are proposed within the City’s ROW. The underground power lines as proposed do not impact public access or maintenance.

**Financial Impact**
There is no financial impact resulting from approval of this encroachment agreement.

Attachments:
Encroachment Agreement 20492
RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20492

THIS AGREEMENT, made and entered into this _____day of ____ , 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho, and _____________________, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702.

RECITALS

WHEREAS, Owner wishes to permit placement of underground electrical power lines in the right-of-way on Corrock Dr. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install power infrastructure identified in Exhibit “A” within the public right-of-way on Corrock Drive until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner’s expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner’s part to be performed under this Agreement, or arising from any negligence of Owner or Owner’s agents, contractors
or employees and from and against all costs, attorney’s fees, expenses and liabilities incurred in
the defense of any such action or proceeding brought thereon. In the event any action or
proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from
Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum.
Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages
to property or injury to persons in, upon or about the Improvements constructed, installed and
maintained in the public right-of-way arising from the construction, installation and maintenance
of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income
therefrom or for damage which may be sustained by the person, goods, wares, merchandise or
property of Owner, its tenants, employees, invitees, customers, agents or contractors or any
other person in or about the Subject Property caused by or resulting from the Improvements
constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the
public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public
right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to
said public right-of-way nor any other right to use the public right-of-way not specifically
described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights,
duties and obligations arising out of this Agreement, the prevailing party shall be entitled to
recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels
and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance
with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth
Judicial District of the State of Idaho.

9. Subject to Section 13 below, this Agreement sets forth the entire understanding
of the parties hereto and shall not be changed or terminated orally. It is understood and agreed
by the parties hereto that there are no verbal promises or implied promises, agreements,
stipulations or other representations of any kind or character pertaining to the Improvements
maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as
the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all the provisions of this Agreement, and believe
them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this
Agreement freely and voluntarily.

13. Notwithstanding any other provision of this Agreement, this Agreement shall be
subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum
set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such
Franchise Agreement may be amended, extended or replaced by a new franchise agreement in
the future (“Franchise Agreement”), and in the event of any conflict or uncertainty between eh
terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.
OWNER: CITY OF KETCHUM:

By: ____________________  By: ____________________
    Neil Bradshaw
    Its: Mayor

STATE OF _______, )
    County of _______. ) ss.

On this _____ day of __________, 2020, before me, the undersigned Notary Public in and for said State, personally appeared ____________________, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

______________________________
Notary Public for _______________
Residing at ___________________
Commission expires ____________

STATE OF IDAHO )
    County of Blaine ) ss.

On this ___ day of __________, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

______________________________
Notary Public for _______________
Residing at ___________________
Commission expires ____________
EXHIBIT “A”
JOINT USE ATTENTION REQUIRED!

TIMES SCALE

Customer:

Date:

Surveyed or GPS:

Joint Use Attachment:

Pre-Built Date:

Built as Designed:

Construction Date:

Operating Voltage:

Feeder Map File Name:

Job Title:

Additional Description:

Additional Description:

IDAHO POWER Co. WORK ORDER MAP

SCALE: 1" = 50

Sheet 1 of 1

1

27554771

CDC0468

0000143797

215 CORROCK DR/KET - RELOC OH PRIMARY TO UG

RELOCATE EXISTING OVERHEAD POWER FACILITIES TO UNDERGROUND. INSTALL NEW 1PH PADMOUNT TRANSFORMER FOR HOME RECONSTRUCTION.

PTP INSTALL NEW TRANSFORMER FOR 215 CORROCK STUB OUT 1-3' SERVICE BEND. INSTALL NEW 1/0AL PRIMARY CABLE FROM #1 TO GROD.

PTP INSTALL NEW TRANSFORMER TO REPLACE EXISTING TRANSFORMER AT 5CK69.

PTP REMOVE EXISTING TRANSFORMER AND RE-USE 2" REEL FOR SECT CONDUCTORS AT CHK10.

PTP REPLACE SECONDARY REEL ON POLE TO KEEP ON SERVICE TO 211 TOP POLE.

60° AVIAN CONSTRUCTION

Plot the work sheets with regard to your underground service usage. Your account is in blue ground according to the underground service contract agreement. Please bear with us. We care.

JOINT USE ATTENTION REQUIRED!

Know what's below. Call before you dig.

UNDERGROUND CABLE NOTES

<table>
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<tr>
<th>POINT NUMBER</th>
<th>FROM</th>
<th>TO</th>
<th>CONDUCTION</th>
<th>CABLE SIZE</th>
<th>CABLE LAYER LAYERS</th>
<th>TRENCH LENGTH</th>
<th>CONDUIT SIZE</th>
<th>CONDUIT LENGTH</th>
<th>COMPACTION LENGTH</th>
<th>BORE LENGTH</th>
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<td>CK65</td>
<td>DCP10</td>
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> 5CK69 2"SECD RSR  
D3SC10 1/0TxS 40  
3 DDB2S 2 5 --

<br>

140

<5cal/cm²

Arc Flash Rating

Blue
Recommendation to approve Right-of-Way Encroachment Agreement 20487 with CenturyLink for placement of telecommunications infrastructure in the City Right-of-Way

Recommendation and Summary
Staff is recommending the Council approve the attached Encroachment Agreement 20487 and adopt the following motion:

“I move to authorize the Mayor to sign Encroachment Agreement 20487 with CenturyLink.”

The reasons for the recommendation are as follows:
• The encroachment is necessary to upgrade communication services to 101 Lewis St.
• The encroachment will have no impact on pedestrian or public access.

Introduction and History
CenturyLink would like to install approximately 159 ft of new conduit and an at grade vault within the City’s right-of-way on the northwest corner of Lewis St. and Warm Springs Rd.

City code requires a right-of-way encroachment agreement for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair or relocation of the encroachments.

Analysis
Engineering and Streets have reviewed the layout of the proposed telecommunications infrastructure and determined it will not impact public access or maintenance operations.

Financial Impact
There is no financial impact resulting from approval of this encroachment agreement.

Attachments:
Encroachment Agreement 20487
RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20487

THIS AGREEMENT, made and entered into this ____ day of ____, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho, and CenturyLink, (collectively referred to as "Owner"), whose address is 216 S Park Ave. W, Twin Falls, ID 83301.

RECITALS

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way on Warm Springs Road and Lewis St. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit “A” within the public right-of-way of Warm Springs Road and Lewis St., until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner’s expense.

2. Owner shall be responsible for the maintenance of said Improvements.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner’s part to be performed.
under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
OWNER: CITY OF KETCHUM:

By:______________________ By: __________________________
__________________           Neil Bradshaw
Its:     Mayor

STATE OF ___________, )
) ss.
County of ________.

On this _____ day of ___________, 2020, before me, the undersigned Notary Public in
and for said State, personally appeared __________________, known to me to be the person
who executed the foregoing instrument and acknowledged to me that he executed the same.

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

_____________________________
Notary Public for  _______________
Residing at  ___________________
Commission expires  ____________

STATE OF IDAHO )
) ss.
County of Blaine 

On this ___ day of ___________, 2020, before me, the undersigned Notary Public in
and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the
Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing
instrument on behalf of said municipal corporation and acknowledged to me that said municipal
corporation executed the same.

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

_____________________________
Notary Public for  _______________
Residing at  ___________________
Commission expires  ____________
CONSTRUCTION NOTES:
1. CALL UTILITY LOCATE AT 811 72 HOURS PRIOR TO TRENCHING OR DIGGING.
2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY LINES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY FIELD INSPECTION AND A SEARCH OF THE AVAILABLE CITY OR COUNTY RECORDS. SINCE THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE SOMewhat DIFFERENT FROM THAT SHOWN, THE CONTRACTOR IS REQUIRED TO VERIFY PRIOR TO EXCAVATION.
3. FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY. PLACE WARNING DEVICES AND WORK AREA PROTECTION AS REQUIRED. USE EYE AND HEAD SAFETY PROTECTION FOR FEDERAL, STATE, AND LOCAL REGULATIONS.
4. ALL EXCAVATION, TRENCHING, AND SHORING IS TO COMPLY WITH THE CODE OF FEDERAL REGULATIONS (CFR) 1026.650 SUBPART P:
   a. PROVIDE ALL PITS WITH 1:5 SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN ACCESS/CLEARS.
   b. EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR TRENCH.
   c. BARRIERS OR SHORING FOR PUBLIC SAFETY. ALL BARRIERS MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
   d. FOR PITS GREATER THAN 4" IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
5. TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS, AND MUD. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE COVERED ON THE PLANS).
6. ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DETERIORATED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
7. NORMAL CURES/SETTING TIMES RECOMMENDED WHEN BOUNDING.
8. ADHERE TO AIRPORT GUIDELINES UNLESS OTHERWISE NOTED.
9. ROAD SURFACES/UTILITY FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(IES).
10. AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
11. ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE IN ACCORDANCE WITH APPROVED WARNING DEVICES AND PLACES PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
12. EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE Maintained AT ALL TIMES. TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
13. THE FOLLOWING FOOTAGE ARE ESTIMATEs. FOOTAGE TO BE VERIFIED PRIOR TO CONSTRUCTION.

ESTIMATED TOTALS

| Total Existing Conduit Used | 0 LF |
| Total New Bore              | 0 LF |
| Total New Dirt Trench       | 0 LF |
| Total New SW Trench         | 0 LF |
| Total New Asphalt Trench   | 0 LF |
| Total New Aerial            | 0 LF |
| Sidewalk (PCC) Run          | 0 SF |
| Asphalt (AC) Run            | 0 SF |

CUSTOMER NAME: LCON
PHONE NO: 208-733-0278
EMAIL: TENILLE.SORENSEN@CENTURYLINK.COM
DATE: 05-26-20

FIBER ENGINEER: TENILLE SORENSEN
PHONE NO: 208-733-0278
EMAIL: TENILLE.SORENSEN@CENTURYLINK.COM

JOB: N.693343
GEO CODE: WC Clli: KTCIDMA
TOWN: 4N
RNGE: 17E
SECT: 13
DRAFTED BY: MOUNTAIN LTD/ GS

NOTICE-NOT FOR DISCLOSURE OUTSIDE OF CENTURYLINK AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT

101 LEWIS ST
KETCHUM, IDAHO 83340

CALL TWO WORKING DAYS BEFORE YOU DIG
811

VICINITY MAP

101 Lewis Street
Ketchum Auto
Pioneer Cabin Company
Elements Salon
Lizzy's Fresh Coffee Bar
Lutz Rentals
Boulder Mountain Clayworks
Glass Masters
Wood R"
CALL TWO WORKING DAYS BEFORE YOU DIG 811

NOTICE NOT FOR DISCLOSURE OUTSIDE OF CENTURYLINK AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT

FIBER ENGINEER: TENILLE SORENSON
PHONE NO: 208-733-0278
EMAIL: TENILLE.SORENESON@CENTURYLINK.COM

MT LTD ENGINEER: PHONE NO: EMAIL:

JOB: N.693343 GEO CODE:
WC CLLI: KTCHIDMA
DRAFTED BY: MOUNTAIN LTD/ GS 05-26-20
Before you dig, call 811 two working days before you dig.

101 LEWIS ST
KETCHUM, IDAHO 83340

NOTE: THE RIGHT-OF-WAY SHOWN HAS NOT BEEN SURVEYED OR TIED. RIGHT-OF-WAY LOCATION IS ASSUMED WITH REFERENCE TO ONLINE DATA SOURCE MATERIALS. CONTRACTOR TO VERIFY ALL RIGHTS OF WAY AND/OR EASEMENTS PRIOR TO CONSTRUCTION.

NOTE: FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK AREA PROTECTION AS REQUIRED, AND USE EYE AND HEAD SAFETY PROTECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.

DRAFTED BY: MOUNTAIN LTD/ GS 05-26-20
August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve Right-of-Way Encroachment Agreement 20495 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way**

**Recommendation and Summary**

Staff is recommending the Council approve the attached Encroachment Agreement 20495 and adopt the following motion:

“I move to authorize the Mayor to sign Encroachment Agreement 20495 with Cox Communications.”

The reasons for the recommendation are as follows:

- The encroachment is necessary to provide services at 1 Community School Drive.
- The encroachment will have no impact on pedestrian or public access

**Introduction and History**

Cox Communications would like to install approximately 270 ft of new fiber and conduit within the City’s right-of-way along Spruce Street to service the Community School. A portion of the project is located on Sun Valley Road within Idaho Transportation Department’s right-of-way and will require a separate permit from the Idaho Transportation Department for that work.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair of the encroachment or relocation.

**Analysis**

Engineering, Streets, and Water Departments have reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed encroachments were determined not to impact public access or maintenance.

**Financial Impact**

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:
Encroachment Agreement 20495
RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20495

THIS AGREEMENT, made and entered into this _____day of _____, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and_______________, representing Cox Communications, (collectively referred to as "Owner"), whose address is 3031 N 120th St., Omaha, NE 68164.

RECITALS

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way on Spruce Street between Sun Valley Road and 4th Street. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the orginal condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit “A” within the public right-of-way on Spruce Street between Sun Valley Road and 4th Street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner’s expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from
any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
OWNER: CITY OF KETCHUM:

By: ____________________  By: __________________________
    Neil Bradshaw
    Its: Mayor

STATE OF ___________, )
     ) ss.
County of _______. )

On this _____ day of __________ , 2020, before me, the undersigned Notary Public in
and for said State, personally appeared __________________, known to me to be the person
who executed the foregoing instrument and acknowledged to me that he executed the same.

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

_____________________________
Notary Public for _______________
Residing at ___________________
Commission expires ____________

STATE OF IDAHO )
    ) ss.
County of Blaine )

On this ___ day of ___________, 2020, before me, the undersigned Notary Public in
and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the
Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing
instrument on behalf of said municipal corporation and acknowledged to me that said municipal
corporation executed the same.

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

_____________________________
Notary Public for _______________
Residing at ___________________
Commission expires ____________
REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

DATE
BY
REVISIONS
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM AND CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO

VAULT DETAIL
N.T.S.

C1.1

VAULT AND PEDESTAL DETAILS

COX COMMUNICATIONS: SPRUCE AVE / SUN VALLEY RD

1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING.
3. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

NOTES:

2" 0.5"R

6" 1'-0 1/2"

0.5"R

4" 5.75"

3.5"R

6" 12"

1" 2'-0" CURB

6" 1'-6"

1" 1"R

Min.

CURB & GUTTER

N.T.S.

6" CONCRETE VERTICAL CURB & GUTTER 1/4"

4" OF 3/4" TYPE I AGGREGATE BASE

COMPACTED SUBGRADE

6" OF 2" TYPE II SUBBASE

ISOMETRIC VIEW

5% MAX

C1.1

2

C1.1

3

VAULT DETAIL

4 1/2A
CITY LIMITS

EXISTING UNDERGROUND POWER LINE PER IDAHO POWER

EXISTING OVERHEAD POWER LINE PER IDAHO POWER

EXISTING POWER POLE

EXISTING POWER TRANSFORMER/SWITCH

EXISTING POWER SECTER BOX

EXISTING WATER MAIN

EXISTING FIRE HYDRANT

EXISTING WATER VALVE

EXISTING SEWER MANHOLE

EXISTING SEWER MAIN

PROPOSED COMMUNICATIONS LINE

(APPROX. BORING LOCATION SHOWN PER COX)

PROPOSED COMMUNICATIONS VAULT

POTENTIAL DISTURBED AREA;
MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS
City of Ketchum

August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Provide Direction on Mask Protocols

Recommendation and Summary
Staff is requesting Council direction if city employees should be required to wear masks in the workplace and mask protocols for public meetings in the council chamber.

Current Practice
Similar to other office and work-place environments in Ketchum where public access is restricted, City of Ketchum employees do not wear masks in the workplace unless physical distancing cannot be maintained or they are in in close contact with the public. All employees in city facilities follow this protocol. This includes water and wastewater, streets, facilities, recreation, and city hall. It is important all city employees follow the same standard. An office employee working in city hall is no different than an office employee working in another city facility. These protocols were established after input and discussion with department directors and is consistent with Health Order 20-03.

In the council chamber during meetings of the City Council, Planning and Zoning Commission, and KURA, Commissioners and Council are not required to wear a mask because each person in the room is at least six feet apart and the public is not present in the room. Council and Commissioners may participate remotely if they choose. The Mayor is proposing masks be worn by all attendees participating in a public meeting in the council chamber.

Based on Council discussion at the last meeting, staff is seeking direction on the mask protocols Council wants city employees to follow while in the workplace and the protocols for Council, Commissioners, and staff when attending public meetings in the council chamber.
August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Direction to staff on Right-of-Way Encroachment Agreement 20494 with Idaho Power for undergrounding power lines in the city right-of-way and associated city funding.**

**Recommendation and Summary**
Staff is seeking direction from Council on encroachments associated with the undergrounding of power lines beginning at 7th St. and extending south of 8th St. in the alley west of Warm Springs Road and if the City approved funding for the project be revised.

In July 2019 the Council reviewed and approved funding for undergrounding all the powerlines and for the infrastructure to be placed on private property (Attachment A). Not all the property owners agreed to participate in the undergrounding therefore not all the power lines will be placed underground. Four new poles and two existing poles are proposed to be installed above grade in city right of way to service the properties that are not participating.

The proposed work in the City’s alley right-of-way includes:
- The removal of 2 power distribution poles on the west side of the alley
- The installation of two new 45’ tall distribution poles and guy wires to continue supporting the overhead power distribution lines north and south of the project
- The installation of two new 35’ tall service poles to provide overhead services to the private residences at 271 and 731 Warm Springs
- The continued use of the existing 35’ tall poles providing private service to 791 Warm Springs and 231 Washington Ave.
- The installation of over 815’ of new underground conduits within the alley
- The undergrounding of over 330’ of power distribution lines

The project as presented to the Council for funding and approved was for underground of all power poles servicing properties in the project area. Staff is seeking Council direction on how to proceed given the four new and two existing above grade power poles that are now proposed as part of this project.

Council has several options:
- Not allow any above grade infrastructure to be placed in the city right of way. All above grade infrastructure should be located on private property or underground. Allow underground infrastructure to be placed in the city right of way.
- Approve the four new poles and two existing poles to be located in the right of way along with the underground infrastructure.
• The city funding was to support the undergrounding of all the properties and location of the infrastructure on private property. Council should consider if the city contribution should be reduced in light of the changes to the project.

There are two motions the Council can consider depending on the direction:

Motion A:
“I move to authorize the Mayor to sign Encroachment Agreement 20494 with Idaho Power and funding as determined at the August 3, 2020 Council meeting. No encroachment for above grade infrastructure shall be permitted in the city right of way.

Motion B:
“I move to authorize the Mayor to sign Encroachment Agreement 20494 with Idaho Power to allow for above grade infrastructure to be located in the city right of way. City funding will remain as agreed to in July 2019.

Background
City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair or relocation of the encroachment.

Since 2016, individual can request city funding to assist with the engineering and construction cost associated with undergrounding power lines. The City and KURA have approved funding for a portion of the project relocation costs as outline below.

City Funding: $30,319
KURA Funding (Max): $24,000

City has been working to remove power poles from alleys throughout the city. Though the City currently does not maintain this alley there have been inquiries about the City maintaining the alley as properties develop. The addition of poles in the 20’ alley right-of-way would further impede maintenance and circulation in the alley.

The City agreed to provide $30,139 of funding which was 25% of the full costs for undergrounding and require all infrastructure associated with the undergrounding to be located underground and on private property.

Financial Impact
There are no additional financial impacts to the City budget resulting from approval or modification of the encroachment agreement or funding request.

Attachments:
Exhibit A: July 15, 2020 Staff Report
Exhibit B: Encroachment Agreement 20494
Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Direction To Staff on Funding Request for Undergrounding Power Lines

Recommendation and Summary
Staff is seeking direction from Council on a request to fund the construction to underground power lines on the north of 7th Street to just north of 8th Street in the alley between Washington Avenue and Warm Springs Road, (Attachment A).

- In 2016 the City Council established a process and prioritization for contributing city funding assistance for undergrounding power lines. The City Council would consider requests for funding.
- There is currently $180,000 in city funding available for underground projects.
- In May 2018 the City Council authorized a 25% contribution (approximately $760) for the engineering study.

Should the Council decide to fund this request, the following motion would apply:

I move to authorize funding up to (Council decides the amount) for construction of undergrounding power lines north of 7th Street to just north of 8th Street in the alley between Washington Avenue and Warm Springs Road and require all infrastructure associated with the undergrounding to be located underground and on private property.

Introduction and History
In May 2016 the City Council identified the available funding and process for city participation in undergrounding power requests. The Council further clarified the funding priorities in December 2016 that are outlined in the undergrounding application (Attachment A). Since 2016, individuals can request city funding to assist with the engineering and construction. Typically, undergrounding projects consist of two parts, the first is an engineering analysis to design and identify project cost, and the second is the construction work.

Analysis
The proposed work spans two zoning districts, Community Core and Light Industrial (Attachment B). The priority areas approved by the City Council in 2016 were identified as:

1. Community Core
2. Tourist
3. All Residential Zones

City guidelines identify a 25% city cost share for the engineering study for projects in the community core, tourist and residential zones. For construction, the city cost share is 25% for projects in the Community Core
and Tourist Zones and 10% for projects in residential zones. The applicant is requesting $30,139, 25% of the full cost for undergrounding all the utilities. The following outlines the funding request for this application:

<table>
<thead>
<tr>
<th>Service Provider</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Idaho Power Undergrounding Costs</td>
<td>$105,546</td>
</tr>
<tr>
<td>Cox Communications Costs</td>
<td>$ 6,053</td>
</tr>
<tr>
<td>Century Link Costs</td>
<td>$ 8,956</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$120,555</strong></td>
</tr>
</tbody>
</table>

At the July 1 meeting the Council reviewed the funding request and additional information was requested. The following provides additional information.

**Cost of undergrounding Cox and Century Link infrastructure.** According to Idaho Power, both Cox and Century Link rent space on the Idaho Power poles. When there is an undergrounding project, the other utilities are responsible for handling their infrastructure. Costs for undergrounding the other utilities has occurred in different ways. Either the utility pays the cost since it is their equipment and infrastructure, this occurred as part of the undergrounding on 5th Street, or, the utility and requestor negotiate the cost sharing, this occurred with the undergrounding associated with the Trail Creek LLC project. Based on this information, it is a policy decision of the Council whether to provide funding assistance to underground the other utilities.

**Proposed Work.** The application is for underground the power poles, however, Idaho Power has designed the project to include two new power poles to be installed at the north and sound ends of the alley. This is problematic because this will narrow the alley and impede maintenance and circulation in the alley. The City has been working to remove power poles from alleys throughout the city. The project can be designed to underground these two poles. Staff recommends the City funding be conditioned to require all improvements associated with this project be underground and located on private property.

**Financial Impact**

There is currently $180,000 budgeted toward city participation in undergrounding projects. Should this request be approved, there would be no financial impact.
Application for City Funding for Electric Facility Undergrounding Projects

Submit complete application to City of Ketchum, Administration, P.O. Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave., N., Ketchum.

PROJECT INFORMATION

Contact Name: Andrew Castellano  
Mailing Address:  
PO Box 1180  
Ketchum, ID 83340

Business Name:  
Phone: (949) 280-1111

Email: andy@earthshinefoundation.org  
Project Zoning District: Commercial Core

Project Location:  
Alley between Warm Springs Road and Washington Ave, from north side of 7th Street to first telephone pole after 8th St (just north of Cox building)

Project Description: (Provide a general description of the electric facility underground scope. Applicant may attach as many figures as necessary to describe the project scope.)

Idaho power will underground the power lines that run along the alley between Warm Springs Road and Washington Ave. from north side of 7th Street to the first telephone pole after 8th St. Please see aerial photo included which shows the span to be placed underground. Please also see engineering drawing from Idaho Power showing exact design of project.

Idaho power will place one new telephone pole on the north side of 7th Ave to take the lines underground. The existing pole just north of the Cox Communications building will be used to come back above ground. Several poles will be removed between 7th and 8th streets.

One transformer will need to be placed on private property between 7th and 8th streets.

In addition to the power lines, the Cox Communication and Century Link data lines will be placed underground at the same time.

Funding Request:

☐ Planning  
☐ Construction

Total Project Cost: $120,566.12

Requested Amount: $30,139.03  
Percent of Total: 25 %

Other Funding Sources

Amount: $Unknown  
Source: KURA

Amount: $Balance  
Source: Property owner’s affect by project

Amount: $_______  
Source: ______

(attach separate sheet if necessary)
Application for City Funding for Electric Facility Underground Projects

SUPPLEMENTAL QUESTIONS (provide additional sheet if more space is needed)

Is the project beneficial to multiple properties? If so, please explain in detail.

Yes. There are ten properties that back up to these powerlines. The powerlines are unsightly, inhibit views, pose a safety issue, and restrict building envelopes. Undergrounding will improve all ten of these lots, which we believe will spur further investments in the neighborhood by current and future property owners.

In addition, this project will benefit the whole community by removing a big obstacle to investment in the downtown community core area. One of example of this is the project planned at my own property (760 Washington Ave). We designed a building which would house commercial office space, an affordable housing unit, a primary residence and a guest apartment. Unfortunately, the building cannot be constructed as designed, because of building restrictions due to the high voltage wires that hang over our lot. Undergrounding the power lines would allow us to go ahead with this planned $3M investment in the downtown core. Other owners on our street will face the same limitations when they attempt to invest further in their own properties.

Another example is the lot immediately behind us, which fronts Warm Springs Road. This lot was listed for sale, but recently taken off the market and still sits vacant. I believe that this property would be much more likely to sell (leading to potential development) without the rats nest of power lines obscuring it’s view of Bald Mountain.

Will the project improve view corridor for visitor & resident experience? If so, please explain.

Yes. Views of Bald Mountain from Warm Springs Road, 6th St. and Main St/Hwy 75 will be improved for visitors and residents.
Views toward Bald Mountain from lots on Warm Springs Road will be dramatically improved.
Views to the East from lots on Washington Ave will be dramatically improved.
And, the character of the town will be improved for all!

OFFICIAL USE ONLY:

Applicant certifies that he/she has read and examined this application and that all information contained therein is true and correct.

Applicant Signature 6/17/19
Date

Phone 949-280-1111
Email andy@earthshinefoundation.org

Requests will be brought to Ketchum City Council for consideration.

City of Ketchum Page 2 of 2
CUSTOMER COST QUOTE
IDAHO

Customer or Project Name: CASTELLANO RESIDENCE-760 N WASHINGTON, KET; OH TO URD RELOCATION

Construction Costs

Net Line Installation Cost $210

Unusual Conditions
  Unusual Conditions $33,767
  Unusual Conditions Bank Letter of Credit (Only for over $10,000) $0

Net Unusual Conditions $33,767
Net Terminal Facilities Cost $3,392

Total Construction Costs $37,369

Other Costs/Credits
  Prepaid Fees (Engineering, Permits & Rights of Way) $2,812
  Other Charges (Engineering, Permits, Services, Relocation) $677
  Salvage of facilities Relocation or Removal $67,202
  Miscellaneous Charges/Adjustments $0

Total Other Costs/Credits $68,177

Vested Interest
  Vested Interest Charge $0

Total Customer Payment Due Prior to Construction Scheduling $105,546

Notes:

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of sixty (60) days from the quoted date indicated below, subject to changes in information provided by Customer or changes in Idaho Power’s ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than thirty (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power’s ability to obtain the necessary labor, materials and equipment.
By Initialing below, Customer acknowledges and agrees to the following:

✅ **Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886**

✅ **Charges for installation of underground electrical service are not included in this Customer Cost Quote and will be billed to the customer on the first month's power bill after service installation has been completed.**

✅ **The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the packet available online at: https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf**

✅ **Final Grade: Customer understands that as of [ ] the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths for Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing property any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.**

✅ **Unusual Conditions: As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.**

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.
The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC or OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

**Construction Costs available for refund**

(Vested Interest limited to 5 years or 4 additional applicants) $0

Total Customer Payment Due $105,546

Total Customer Payment Due Prior to Construction Scheduling

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
PO Box 3909
Hailey, ID 83333

Customer Signature ______________________________ Date ______________________________

Idaho Power Representative ______________________________ Quote Date 4/9/19

<table>
<thead>
<tr>
<th>Service Request Number</th>
<th>Work Order Number</th>
<th>Design Number</th>
<th>Version</th>
</tr>
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<tbody>
<tr>
<td>00424593</td>
<td>27513684</td>
<td>0000133452</td>
<td>001</td>
</tr>
</tbody>
</table>
5/28/2019

Andy Castellano
Andy Castellano
Ketchum, Idaho, 83353

Re: CR-6521|760 N Washington St

To Whom It May Concern,

Your set of 100% design stage plans on the above referenced project have been reviewed. Please accept this letter as means for replying to your conflict review request.

Response: Facilities located within project limits - requires relocation. Related CR-6521

Cox Communications, Inc. Facilities: Facilities are located on plans - exact locations not affirmed.

The following is a breakdown of the costs associated:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials:</td>
<td>$</td>
</tr>
<tr>
<td>Labor:</td>
<td>$4237.64</td>
</tr>
<tr>
<td>Design/Engineering:</td>
<td>$1816.13</td>
</tr>
<tr>
<td>Total project cost:</td>
<td>$6053.78</td>
</tr>
</tbody>
</table>

All payments shall be made to: Cox Communications

Send check to: Cox Communications
Attn: CSSS (Construction Support)
11811 E. 51st St.
Tulsa, OK 74146

A minimum of 90 day advance notice is required by Cox Communications to relocate their facilities.

Immediately notify Cox Communications Engineering Department of any discrepancies or conflicts determined subsequent to this plan review depending on circumstances of this particular project. If offsite improvement plans are not already submitted, please consider this a request to submit for conflict review. Allow a minimum of 45-days to resolve undetermined conflicts that arise as a result of the construction of this project. All costs to relocate shall be at the expense of the developer/customer.

When crossing Cox Communications facilities the contractor shall pothole to determine depth and maintain a minimum of 12 inches of vertical and horizontal separation from the proposed facility. Support and protect all Cox Communications facilities during construction. Cox Communications does not maintain installation records of customer drops that may conflict with this project. Notify Cox Communications Engineering Department of all utility coordination meetings, pre-construction meetings and construction schedules including the anticipated construction start date.

All data contained in this clearance letter was based on information available at the time of its preparation. Cox Communications neither encourages reliance on, nor warrants, the location of underground utilities drawn in the project plans or the accuracy of Cox system prints. Avoid unnecessary damages and call 811 before digging or trenching. Contacting 811 for location of Cox Communications facilities must be completed prior to any construction and failure to do so may result in City, State, and/or Federal violations.

If you have any questions or require additional information, please contact our Corporate Traffic Management center at natlconsttrafficmgmtteam@cox.com.

Sincerely,

Cox Communications’ Construction Engineering Team
Good Morning Andrew~

Cyndi Bradshaw with Idaho Power informed me that you have a project to construct a new home at 760 Washington Ave, in Ketchum. She said that you have requested a quote for the relocation of the existing overhead facilities to be relocated underground. I have worked up the quote for CenturyLink's relocation of facilities to be included in the Idaho Power joint trench design.

Below is the quote to relocate CenturyLink’s facilities from the existing overhead to underground. This quote is only valid for 30 days.

Material: $1,463.66
Labor: $7,492.68

Total: $8,956.34

If the charges are agreed upon and you would like CenturyLink to perform the work then an official contract will be sent out from our special construction group for billing. After the contract has been requested, you should receive the contract within 48 hours via the requested email address. The contract will need to be signed and returned with the payment to the address on the cover page included with the contract email. Once engineering has been notified of payment from our BART department, the project will be designed and sent to construction. CenturyLink has 30 days from the date of contract issuance, to complete the work, barring delays beyond control, i.e., weather, permits, back ordered material.

No engineering or construction work can be started until all charges are paid. If you would like to proceed please provide the following information.

Billing Customer Information
Attention To:
Customer Name:
Address

https://mail.google.com/mail/u/0?ik=9e4cc64811&view=pt&search=all&permthid=thread-f%3A1633799880955887418&simphl=nsf%3A1633799880955887418&favl=1
City:
State and Zip Code:
Telephone Number:
Cell Phone Number:
Fax Number:
Email Address:
Customer Contact Preference: Email, Fax, or US Mail (This will be how you would like to receive the bill)

In the meantime if you have any questions or concerns please let me know.

Regards,

Tenille Sorenson
CenturyLink Engineer II
216 S Park Ave. W
Twin Falls, ID 83301
Tel: 208.733.0278 | Fax: 208.736.8755
Tenille.Sorenson@CenturyLink.com

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Andrew Castellano <andy@earthshinefoundation.org> Fri, May 17, 2019 at 12:45 PM
To: "Sorenson, Tenille" <Tenille.Sorenson@centurylink.com>

Thank you very much. I am just waiting for the final quote from Cox before we can proceed.

Best,
Andy
[Quoted text hidden]
VIEW LOOKING SOUTHWEST DOWN 8TH STREET
VIEW LOOKING SOUTHEAST FROM 8TH STREET
VIEW LOOKING WEST FROM 8TH STREET
Application for City Funding for Electric Facility Undergrounding Projects
Information Sheet

Idaho Power Franchise Fee

In November 2003 Ketchum residents approved an Idaho Power franchise fee increase from one percent to three percent for the purpose of undergrounding overhead electric facilities. This application is for city funding of undergrounding projects initiated by the public.

Funding Available from City

Annual funding from the city will be capped at a maximum of 25% of the annual franchise fee revenues, however city council will have the ability to increase the funding by allocating unused funds rolled over from a previous year.

The maximum amount of city funding that can be allocated to projects depends on the zone in which the project is located. Since undergrounding electric facilities primarily benefits private property owners the maximum amount of city funding for a project is 25%. The remaining amount of funding for the project must come from other sources, such as private funding or through a Local Improvement District (LID) or Business Improvement District (BID) initiated by petition. Table 1 shows the maximum city funding for an electric facility undergrounding project by zone.

Table 1 – Maximum City Undergrounding Funding

<table>
<thead>
<tr>
<th>Zone</th>
<th>Idaho Power Study/Design</th>
<th>Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Max City Funding*</td>
<td>Other Funding</td>
</tr>
<tr>
<td>Community Core &amp; Tourist</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td>Residential</td>
<td>25%</td>
<td>75%</td>
</tr>
</tbody>
</table>

*City contribution would be limited to the percentage listed of the actual costs, or the percentage listed of the estimated cost at the time of annual budgeting, whichever is less. If actual construction costs exceed the estimated construction cost at the time of city budgeting the applicant would be required to cover cost increases through other funding.

Selection Criteria

In order to focus city funding in areas with the most visibility and impact to the public the city will prioritize undergrounding funding as follows:

1. Community Core
2. Tourist
3. All Residential Zones
Projects within each zone would be further prioritized based on the following criteria:
- Beneficial to multiple properties
- Improving view corridor for visitor & resident experience
- City infrastructure needs

**Funding Process and Timeline**

Applicants complete the attached application and submit the application to the city by February 1st. The application schedule would coincide with the city's annual budgeting schedule so that council can consider undergrounding requests along with other city infrastructure needs. The following graphic shows an annual schedule by which applications will need to be received by the city. Funding for the project(s) would not occur until the start of the following fiscal year and city funds would not be issued until the applicant has secured other funding for the projects.

**Questions?**

Applicants may contact Robyn Mattison, Public Works Director/City Engineer, for questions regarding this application process.
Application for City Funding for Electric Facility Undergrounding Projects

Submit complete application to City of Ketchum, Public Works Department, P.O. Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave., N., Ketchum. If you have questions, please contact Public Works Director Robyn Mattison at rmattison@ketchumidaho.org or (208) 727-5080.

PROJECT INFORMATION

<table>
<thead>
<tr>
<th>Contact Name:</th>
<th>Andrew Castellano</th>
<th>Mailing Address:</th>
<th>PO Box 1180</th>
<th>Ketchum, ID 83340</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>949-280-1111</td>
<td>Project Location:</td>
<td>Alley between Washington &amp; Warm Springs from 7th St. to 9th St.</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:andy@earthshinefoundation.org">andy@earthshinefoundation.org</a></td>
<td>Project Zoning District:</td>
<td>Commercial Core</td>
<td></td>
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</tbody>
</table>

Project Description: (Provide a general description of the electric facility underground scope. Applicant may attach as many figures as necessary to describe the project scope.)

Power lines to be undergrounded from North side of 7th St to South side of 9th St. Ten or fewer properties to be reconnected to underground service (several may already be underground along 8th St.).

Two transformers (pad mount) to be installed on private property on 700 block and two on 800 block.

Funding Request:

☐ Planning

☐ Construction

<table>
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<th>Total Project Cost:</th>
<th>$3,034</th>
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<td>Requested Amount:</td>
<td>$758</td>
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<tr>
<td>Percent of Total:</td>
<td>25%</td>
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</table>

Other Funding Sources

| Amount:             | Unknown |
| Source:             | KURA (hopefully) |
| Amount:             | Balance  |
| Source:             | Self and any neighbors that want to help |

(attach separate sheet if necessary)
Application for City Funding for Electric Facility Underground Projects

SUPPLEMENTAL QUESTIONS (provide additional sheet if more space is needed)

Is the project beneficial to multiple properties? If so, please explain in detail.

Yes. There are approximately 16 properties that back up to these powerlines. The powerlines are unsightly, inhibit views and restrict building envelopes. Undergrounding will improve every lot on these two blocks, which we believe will spur further investments in the neighborhood by current or future property owners (including us).

Will the project improve view corridor for visitor & resident experience? If so, please explain.

Yes. Views of Bald Mountain from Warm Springs Road, 8th St. and Main St/Hwy 75 will be improved for visitors and residents. Views from lots on Warm Springs toward Bald Mountain will be dramatically improved. Views to the East from lots on Washington will be dramatically improved. And, the character of the town will be improved for all.

OFFICIAL USE ONLY:

Applicant certifies that he/she has read and examined this application and that all information contained therein is true and correct.

Applicant Signature: [Signature]
Date: 4/10/18

Phone: 949-280-1111
Email: only@earthshinefoundation.org

Requests will be brought to Ketchum City Council for consideration.
WHEN RECORDED, PLEASE RETURN TO:

OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO  83340

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20494

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between __________________________, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

RECITALS

WHEREAS, Owner wishes to permit placement of power poles and underground electrical power lines in the public alley right-of-way between 7th St. and 8th St. west of Warm Springs. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install power infrastructure identified in Exhibit “A” within the public alley right-of-way between 7th St. and 8th St. west of Warm Springs, until notified by Ketchum to remove the same.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner’s part to be performed.
under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner’s business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. Subject to Section 13 below, this Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in
the future (“Franchise Agreement”), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.
OWNER: CITY OF KETCHUM:

By: ____________________________
    ____________________________

By: ____________________________
    Neil Bradshaw
    Its: Mayor

STATE OF ___________, )

County of ________, ) ss.

On this _____ day of _________, 2020, before me, the undersigned Notary Public in and for said State, personally appeared __________________, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

______________________________
Notary Public for _______________
Residing at _____________________
Commission expires _______________

STATE OF IDAHO )

County of Blaine ) ss.

On this ___ day of ____________, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

______________________________
Notary Public for _______________
Residing at _____________________
Commission expires _______________
## UNDERRGROUND CABLE NOTES

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<th>POINT NUMBER</th>
<th>FROM</th>
<th>TO</th>
<th>CONDUCTOR 1</th>
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<td></td>
</tr>
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</table>

**EASEMENT REQUIRED**

**TRANSFORMER AC4A MAY SHIFT TO SIT ON PROPERTY. WILL DEPEND ON EASEMENT. EASEMENT MUST BE COMPLETE PRIOR TO CONSTRUCTION SCHEDULE.**

4-3" CONDUITS TO BE INSTALLED IN ALLEY FOR RE-SERVING EXISTING POWER METERS.

BOTH CENTURY LINK AND COX COMMUNICATIONS HAVE EQUIPMENT AND LINE ATTACHED BETWEEN THE POLES TO BE RELOCATED.

REMOVE THREE SPANS OF OH 795AAC & 335AAC NEUTRAL SN.
August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution No. 20-019
Approving the Proposed Budget for FY 2020-21

Recommendation and Summary
Staff is respectfully recommending that the Ketchum City Council approve a proposed budget for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021, containing the proposed revenues and expenditures necessary for all purposes for said fiscal year to be raised and appropriated within said City and providing for publication of Notice of Public Hearing and for Public Hearing thereon using the following motion:

“I MOVE TO ADOPT RESOLUTION NO. 20-019, APPROVING THE PROPOSED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, CONTAINING THE PROPOSED EXPENDITURES AND REVENUES NECESSARY FOR ALL PURPOSES FOR SAID FISCAL YEAR TO BE RAISED AND APPROPRIATED WITHIN SAID CITY AND PROVIDING FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND FOR PUBLIC HEARING THEREON.”

The reasons for the recommendation are as follows:

- State statute establishes requirements for approving a budget.

Introduction and History
Per Idaho Code 50-1002, the Council must approve the proposed budget for Fiscal Year Beginning October 1, 2020, and ending September 30, 2021, containing the proposed revenues and expenditures necessary for all purposes for said fiscal year to be raised and appropriated within said City and providing for publication of Notice of Public Hearing and for Public Hearing thereon.

Analysis
The public hearing will be held at 4:00 p.m. on August 3 and 17, 2019, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

Financial Impact
The Fiscal Year 2020-21 City Budget provides budget authority for the services and projects the City anticipates providing during the new fiscal year.

Attachments
- Attachment A: Resolution No. 20-019
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO APPROVING THE PROPOSED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, CONTAINING THE PROPOSED EXPENDITURES AND REVENUES NECESSARY FOR ALL PURPOSES FOR SAID FISCAL YEAR TO BE RAISED AND APPROPRIATED WITHIN SAID CITY AND PROVIDING FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND FOR PUBLIC HEARING THEREON.

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:

SECTION 1. That the proposed budget, setting forth the proposed, probable and estimated expenditures and revenues to be appropriated, and which are necessary for all purposes, within the City of Ketchum, Idaho, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, is hereby approved and the City Clerk is directed to enter the same into the minutes.

SECTION 2. That public hearing hereon will be held at 4:00 p.m. on August 3, August 17, 2020 and September 8, 2020, in City Hall, 480 East Avenue North, Ketchum, Idaho.

SECTION 3. That the City Clerk is directed to publish said proposed budget for the fiscal year 2020-21 and notice of said public hearing in the Idaho Mountain Express, Ketchum, Idaho on dates specified in Idaho Code.

PASSED BY THE CITY COUNCIL this 3rd day of August 2020.

SIGNED BY THE MAYOR this 3rd day of August 2020.

________________________________
Neil Bradshaw,
Mayor

ATTEST:

________________________________
Robin Crotty
City Clerk
Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold Public Hearing and
Adopt Ordinance No. 1208
The FY 20-21 Annual Appropriations Ordinance

Recommendation and Summary
Staff respectfully recommends that the Ketchum City Council conduct the first reading of the Annual Appropriation Ordinance No. 1208, and read by title only:

“I MOVE TO APPROVE THE FIRST READING OF ORDINANCE NO. 1208, AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.”

The reasons for the recommendation are as follows:
- State statute establishes requirements for approving a budget.

Introduction and History
Per Idaho Code 50-1003, the City Council of each city shall, prior to the commencement of each fiscal year, pass an Ordinance to be termed the Annual Appropriation Ordinance.

On August 3, 2020, the Council adopted Resolution No. 20-019 approving the proposed budget for Fiscal Year Beginning October 1, 2020, and ending September 30, 2021, containing the proposed revenues and expenditures necessary for all purposes for said fiscal year to be raised and appropriated within said City and providing for publication of Notice of Public Hearing and for Public Hearing Thereon.

Analysis
The City Council will hold a Public Hearing on August 3 and 17, 2020, at 4:00 p.m. for the purpose of considering and fixing a final budget and making appropriations to each office, department, service, agency, or institution and fund for the next fiscal year (2020-21).

The City Council will consider adopting Ordinance Number 1208, entitled the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2020, appropriating to the various funds sums of money deemed necessary to defray all expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of sufficient tax upon the taxable property, specifying the objects and purposes for which said appropriation is made, and providing an effective date.
Financial Impact
The Fiscal Year 2020-21 City Budget provides budget authority for the services and projects the City anticipates providing during the new fiscal year. The proposed budget appropriates a total of $33,622,794 including $10,317,770 in the General Fund.

Attachments
- Attachment A: Ordinance 1208
AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City Ketchum, Blaine County, Idaho.

SECTION 1: That the sum of $33,622,794 be raised and appropriated to defray the necessary expenses and liabilities of the City of Ketchum, Blaine County, Idaho for the fiscal year beginning October 1, 2020.

SECTION 2: That the City Council hereby appropriates each Fund as an independent fiscal and accounting group with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

SECTION 3: That the appropriation for the General Fund is made in the following amount to each specific division or function:

Legislative and Executive, Administrative, Legal, Community Planning and Development, Law Enforcement, Building Code, and Non-Departmental.

Total General Fund 10,317,770

SECTION 4: That the appropriation for the Water and Wastewater Funds is made in the following amounts to each specific Fund, department or function:

Water Fund 2,390,937
Water Capital Improvement Fund 522,000
Wastewater Fund 2,587,242
Wastewater Capital Improvement Fund 462,000

Total Water and Wastewater Funds 5,962,179

SECTION 5: That the appropriation for all Other Funds is made in the following amounts to each specific Fund, department or function:

General Capital Improvement Fund 563,000
Essential Services Facilities Trust Fund 420,600
Wagon Days Fund          85,650  
Street Capital Improvement Fund       232,600  
Law Enforcement Capital Improvement Fund 250  
Fire & Rescue Capital Improvement Fund 104,330  
Fire & Rescue Construction Capital 9,500,000  
Parks & Recreation Capital Improvement Fund 0  
Parks & Recreation Trust Fund 49,050  
Original LOT Fund 1,717,246  
Additional 1%-LOT Fund 1,500,000  
GO Bond Debt Service Fund 149,835  
GO Bond Debt Fire Fund 615,284  
Community Housing In-Lieu Fund 2,250,000  
Police Trust Fund 5,000  
Fire Trust Fund 0  
Development Trust Fund 150,000  

Total Other Funds 17,342,845

SECTION 6: That a general tax levy on all taxable property within the City of Ketchum be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2020.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force upon its passage, approval and publication in one issue of the Idaho Mountain Express, a newspaper of general circulation in the City of Ketchum, and the official newspaper of said City.

PASSED by the City Council and APPROVED by the Mayor of Ketchum this 9th day of September 2020.

ATTEST: Neil Bradshaw
       Mayor

__________________________
Robin Crotty
City Clerk