



## **CITY OF KETCHUM, IDAHO**

CITY COUNCIL MEETING (REGULAR) - START TIME UPON CONCLUSION OF \*SPECIAL  
JOINT MEETING\* WITH KETCHUM URBAN RENEWAL AGENCY AND NO EARLIER THAN

4:15 PM

Tuesday, January 16, 2024, 4:15 PM

191 5th Street West, Ketchum, Idaho 83340

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### **AGENDA**

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#### **PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

**We welcome you to watch Council Meetings via live stream.**

You will find this option on our website at [www.ketchumidaho.org/meetings](http://www.ketchumidaho.org/meetings).

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

- Join us via Zoom (*please mute your device until called upon*)

**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/83058248212>

Webinar ID: 830 5824 8212

- Address the Council in person at City Hall.
- Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*)

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

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**CALL TO ORDER:** By Mayor Neil Bradshaw

**ROLL CALL:** Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

#### **COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

1. Public comments submitted

#### **CONSENT AGENDA:**

*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. Recommendation to approve minutes of January 2, 2024 – City Clerk Trent Donat
3. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher
5. Recommendation to receive and file monthly and quarterly Treasurer's financial reports – Treasurer Shellie Gallagher

- [6.](#) Recommendation to approve updated contract 24061 with Housing Fellow Rian Rooney - Housing Director Carissa Connelly
- [7.](#) Recommendation to approve Purchase Order 24060 with Electrical Wholesale Supply Company, Inc. for Ketchum/SVWSD Wastewater Reclamation Facility Equipment –Variable Frequency Drives - Wastewater Division Supervisor Mick Mummert
- [8.](#) Recommendation to review and approve the Citizens Advisory Committee and Code Advisory Group member lists for the Cohesive Ketchum: Comprehensive Plan & Code Update project— Associate Planner Adam Crutcher and Senior Planner Abby Rivin

**PUBLIC HEARING:**

- [9.](#) Recommendation to hold a public hearing and conduct the first reading of Ordinance 1253, amendments to Title 15 of the Ketchum Municipal Code - Associate Planner Paige Nied

**NEW BUSINESS:**

10. Housing Update - Housing Director Carissa Connelly
- [11.](#) Recommendation to approve Contract 24041 with David Hamre & Associates, LLC for the purpose of an Urban Avalanche Analysis - Assistant Chief/Fire Marshal Seth Martin

**ADJOURNMENT:**

## Participate

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**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Friday, January 12, 2024 4:41 PM  
**To:** Participate  
**Cc:** Andrew Guckes  
**Subject:** Public Comment on Housing Fellow Contract for 1/16/24 Council meeting

Leaving aside that Ketchum taxpayers will be paying another \$100k for work that was supposed to have been accomplished in 2023, who will this person be working for, the people of Ketchum or BCHA?

This contract highlights the irreconcilable conflict of interest that the City has created in making its Housing Department the staff for BCHA. Effectively, the people of Ketchum are being taxed to provide services to non-Ketchum residents. Is this even legal under Idaho statute?

To make the conflict of interest worse, there is no transparency to the Ketchum voters on how the economics of this arrangement have been working.

I urge the City Council to investigate this conflict of interest and take the appropriate actions as fiduciaries for the people of Ketchum.

Thank you,

Perry Boyle  
Ketchum

## Participate

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**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Friday, January 12, 2024 4:33 PM  
**To:** Participate  
**Subject:** Public Comment Council meeting 1/16 Ordinance 1253

One provision of this ordinance permits a City staff member to extend the term of a building permit beyond three years.

I suggest the Council remove that part of the ordinance. While, as the staff memo states, there may be need for longer construction times, extending a building permit to such a length could come to the Council for approval. In that manner we will have a more transparent process. If a staff member is authorized to make such an important decision, it happens in the dark. That would be inconsistent with the Mayor's commitment to transparency.

This is likely to be a rare occurrence, unless it is the intention of the Council to approve far larger projects for Ketchum than has been our historic experience.

As one possible example, does the Council want to give a company like PEG the opportunity to extend construction of the Marriott with merely a staff approval? This seems to be a provision that benefits developers without benefitting the residents of Ketchum.

Thank you,

Perry Boyle  
Ketchum.



**From:** [City of Ketchum Idaho](#)  
**To:** [Participate](#)  
**Subject:** Form submission from: Contact Us  
**Date:** Monday, January 15, 2024 10:40:40 AM

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Submitted on Monday, January 15, 2024 - 10:40am

Submitted by anonymous user: 184.177.141.196

Submitted values are:

First Name susan

Last Name neaman

Email susancneaman@gmail.com

Question/Comment

Dear City Council I am writing in regard to the comprehensive plan.....I am hoping that you will take a stand and not allow buildings to be built with heights over the now 28t (?) foot height and the set backs should not go as far as they are no! Back them up so we do not have a box store ! environment!. Our town is losing its Character, sunlight and the views of the surrounding area (mountains).

All for the greed of making more money at the expense of the people that have made this their home and only place to live. Penthouses are on top of most or all of the new buildings with brights lights (if not set back from view) and what is being give back to our community???

Not a whole hell of a lot if anything.

Please restrict the height and build out of the building to the side walk (make set backs). Make developers plant green scape and maintain. Keep the lights low! Larger In Leu of funds!

The height request for the building proposed on 200 N Main is crazy wrong!!!!All for the wants of the owner to have a Pent-House!!!! Restrict this height request or Pandoras box will open and remain open!!!!

BIG ONE.... When building any housing wether affordable or market value for every bedroom in the building there MUST be a parking space for a vehicle. To assume that couples will only have one vehicle ( or the teenager won't have a car is ridiculous or to think that they will not need a vehicle because they will walk everywhere UMMM walk to work in Hailey or north to hike or ski??

I continue to hear while in conversation with the city employees that we have enough parking...WELL WE DO NOT. Because of my work I drive in and out of town to shop for clients and there are rarely parking available unless it is slack. I have many bags that cannot be carried a block or two blocks away! I see and hear the frustration of retailers and shoppers about the lack of parking!

I believe many years ago there was a structure proposed in the parking area next to the 511 Building but the owner of the 511 building said they would sue because of their view from their pent-house being changed so nothing was built!! Really!!!!

It is time for the council and P and Z to be Strong and not allow developers with their Wants and Request snow ball our Community

I realize that development creates income for our city BUT not at the expense of the town and the residence that live here and pay taxes!!!!

Thanks you Susan Neaman

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/11947>



**CITY OF KETCHUM**  
**MEETING MINUTES OF THE CITY COUNCIL**  
Tuesday, January 2, 2024

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**CALL TO ORDER: 4:00PM (00:00:16 in video)**

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

**ROLL CALL:**

Mayor Neil Bradshaw

Michael David

Jim Slanetz

Amanda Breen

**Absent:** Courtney Hamilton

**ALSO PRESENT:**

Jade Riley—City Administrator

Trent Donat—City Clerk & Business Manager

Shellie Gallagher—City Treasurer

Morgan Landers—Director of Planning and Building

Adam Crutcher—Associate Planner

Paige Nied—Associate Planner

Matt Johnson—City Attorney - *via teleconference*

**COMMUNICATIONS FROM MAYOR AND COUNCIL:**

- Amanda Breen thanked Jim and Michael for their 12 years of service as council members. *(00:00:50 in video)*
- Jim Slanetz gave some parting words, complimenting the staff, the mayor, and the other council members. He welcomed Tripp Hutchinson and Spencer Cordovano. *(00:01:22 in video)*
- Michael David thanked Jade, especially the staff as well as fellow council members. Spoke to the projects they were able to complete. *(00:02:31 in video)*

**CONSENT AGENDA:**

**2. Motion to approve the minutes of December 18. (00:04:12 in video)**

**MOVER:** Michael David

**SECONDER:** Jim Slanetz

**AYES:** Michael David, Amanda Breen, Jim Slanetz

- Mayor Bradshaw gave a tribute to Michael David and Jim Slanetz reminiscing about their accomplishments and time on council. He complimented them on their exemplary service as council members. He presented Jim and Michael with some small tokens to thank them for their service. *(00:04:30 in video)*

**NEW BUSINESS:** (00:11:58 in video)

**3. Swearing in of Newly Elected Council Members.**

Conducted by: Mayor Bradshaw

- Spencer Cordovano was sworn in by Mayor Bradshaw. (00:13:23 in video)
- Tripp Hutchinson was sworn in by Mayor Bradshaw. (00:14:18 in video)

**CONSENT AGENDA CONTINUED:** (00:17:13 in video)

Tripp Hutchinson pulled #5 for discussion. (00:17:19 in video)

Addressed by: Jade Riley

**Motion to approve consent items #4 - #9.** (00:21:16 in video)

**MOVER:** Amanda Breen

**SECONDER:** Spencer Cordovano

**AYES:** Amanda Breen, Tripp Hutchinson, Spencer Cordovano

**RESULT: ADOPTED**

**Appointing of Council President.** (00:21:33 in video)

**Motion to nominate Amanda Breen as council president for 2024.** (00:22:28 in video)

**MOVER:** Spencer Cordovano

**SECONDER:** Trip Hutchinson

**AYES:** Amanda Breen, Tripp Hutchinson, Spencer Cordovano

**RESULT: ADOPTED**

**PUBLIC HEARING:**

**10. Recommendation to hold a public hearing and approve lots 3AA & 4AA First Addition Sun Valley subdivision Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision.**

Presented by: Paige Nied (00:22:47 in video)

**Public Comment Open:** (00:23:18 in video)

Perry Boyle—Ketchum Resident (00:23:37 in video)

Bruce Smith—Alpine Enterprises (00:24:21 in video)

**Public Comment Closed:** (00:24:40 in video)

- Morgan Landers addressed public comment. (00:25:08 in video)

**Questions, comments, and discussion by council.** (00:25:36 in video)

**Motion to approve the Lots 3AA and 4AA first edition Sun Valley Subdivision Lot Line Shift Application and adopt the Findings of Fact, Conclusions of Law, and Decision.** (00:26:21 in video)

**MOVER:** Amanda Breen

**SECONDER:** Tripp Hutchinson

**AYES:** Amanda Breen, Tripp Hutchinson, Spencer Cordovano

**RESULT: ADOPTED UNANIMOUS**

Spencer Cordovano addressed his history in getting into city politics and thanked Neil for his appointment to the Planning and Zoning Commission, commented on his excitement for his involvement on City Council and being part of upcoming solutions. *(00:26:41 in video)*

**ADJOURNMENT:**

**Motion to adjourn.** *(00:31:31 in video)*

**MOVER:** Spencer Cordovano

**SECONDER:** Tripp Hutchinson

**AYES:** Amanda Breen, Tripp Hutchinson, Spencer Cordovano

**RESULT: UNANIMOUS**

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Neil Bradshaw, Mayor

**ATTEST:**

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Trent Donat, City Clerk

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>GENERAL FUND</b>					
<b>01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC</b>					
NBS-NATIONAL BENEFIT SERVI	CP365006	FSA NOVEMBER 2023	1,446.14		0
NBS-NATIONAL BENEFIT SERVI	CP368392	FSA DECEMBER 2023	3,811.86		0
<b>01-3200-2100 BUILDING PERMITS</b>					
SCOTT PRENTICE ARCHITECTS	010224	PERMIT FEES REFUND	363.25		0
Total :			5,621.25		
<b>LEGISLATIVE &amp; EXECUTIVE</b>					
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	962708	FSA & HRA ADMIN FEES NOVEMBER 2023	19.60		0
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA VISION DECEMBER 2023	409.00		0
<b>01-4110-4200 PROFESSIONAL SERVICES</b>					
WORKMAN AND COMPANY	2023 AUDIT	Audited Financial Statement	9,460.00		0
Total LEGISLATIVE & EXECUTIVE:			9,888.60		
<b>ADMINISTRATIVE SERVICES</b>					
<b>01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	CP365006	HRA Medical	3.91		0
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA MEDICAL DECEMBER 2023	489.42		0
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	962708	FSA & HRA ADMIN FEES NOVEMBER 2023	67.85		0
NBS-NATIONAL BENEFIT SERVI	CP365006	HRA Vision	76.00		0
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA VISION DECEMBER 2023	535.00		0
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>					
GEM STATE PAPER & SUPPLY	1110691	ENMOTION TOWELS AND TRASH BAGS	105.80		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
PITNEY BOWES - RESERVE ACC	3318360384	SENDPRO C AUTO - INTEGRATED SCALE AND IMI METER	407.94		0
<b>01-4150-4200 PROFESSIONAL SERVICES</b>					
EXPRESS PUBLISHING, INC.	10002196 1031	YOUTH RECREATION SUPERVISOR-JOIN THE FUN	71.38		0
KETCHUM COMPUTERS, INC.	20138	ADMINISTRATION	7,123.50		0
SENTINEL FIRE & SECURITY, IN	94746	MONITORING - ORE WAGON MUSEUM	87.00		0
SENTINEL FIRE & SECURITY, IN	94821	CITY HALL PANIC AND FIRE ALARM MONITORING	164.70		0
CLEARMINDGRAPHICS	6185	WEBSITE DESIGN & DEVELOPMENT - SECURITY & WEBSITE UPDATES	266.25		0
BACKGROUND INVESTATION B	INV-40289	StND-P04	39.40		0
KVH STRATEGIES	216	PROCESS MAPPING - FINANCE & P&B TRELLO BOARD REVIEW	937.50		0
RECONMR	85050	COMMUNITY SURVEY	12,140.00	24040	0
ALVEY, ERYN	003	EVENT MANAGEMENT, KAC	2,600.00		0
<b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>					
EXPRESS PUBLISHING, INC.	10002196 1031	LEGAL-BUDGET AMENDMENT	183.60		0
EXPRESS PUBLISHING, INC.	10002196 1031	LEGAL NOTICE-BUDGET HEARING	461.00		0
EXPRESS PUBLISHING, INC.	10002196 1031	LEGAL VFD BIDS	163.87		0
EXPRESS PUBLISHING, INC.	10002196 1031	LEGAL ORDINANCE 1249	212.52		0
EXPRESS PUBLISHING, INC.	10002196 1031	LEGAL - 1 1/6 BIGWOOD RESTAURANT	76.36		0
EXPRESS PUBLISHING, INC.	10002196 1031	LEGAL HUD PRO HOUSING	117.76		0
EXPRESS PUBLISHING, INC.	10002196 1031	LEGAL ORDINANCE 1252	108.00		0
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	2087265574 24	2087265574 240B 121323	71.28		0
COX BUSINESS	0012401047131	0012401047131901 122523	81.99		0
COX BUSINESS	0012401050589	0012401050589901 010624	172.99		0
AT&T MOBILITY LLC	287310798935	287310798935 010124	80.08		0
LUMEN	668938302	74754376 122423	.30		0
<b>01-4150-5110 COMPUTER NETWORK</b>					
KETCHUM COMPUTERS, INC.	20138	ADMIN HARDWARE	5,311.80		0
<b>01-4150-5150 COMMUNICATIONS</b>					
SNEE, MOLLY	2327	MONTHLY RETAINER RATE	5,000.00		0
WORTH PRINTING	3438	RECYCLING BINS FOR LEWIS STREET	158.68		0
<b>01-4150-5200 UTILITIES</b>					
IDAHO POWER	2206452274 12	2206452274 122223	289.31		0
IDAHO POWER	2224128120 12	2224128120 122223	1,030.27		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
INTERMOUNTAIN GAS	44919030005 1	44919030005 122123	48.68		0
INTERMOUNTAIN GAS	76053745030 1	76053745030 122123	459.82		0
<b>01-4150-6510 COMPUTER SERVICES</b>					
CASELLE, INC.	129986	Contract Support & Maintenance for FEBRUARY 2023	2,565.00		0
Total ADMINISTRATIVE SERVICES:			41,708.96		
<b>LEGAL</b>					
<b>01-4160-4270 CITY PROSECUTOR</b>					
ALLINGTON, ESQ., FREDERICK	120306	Monthly Prosecutor Payment	3,883.33		0
Total LEGAL:			3,883.33		
<b>PLANNING &amp; BUILDING</b>					
<b>01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA MEDICAL DECEMBER 2023	482.90		0
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	962708	FSA & HRA ADMIN FEES NOVEMBER 2023	19.85		0
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA VISION DECEMBER 2023	400.00		0
<b>01-4170-4200 PROFESSIONAL SERVICES</b>					
KETCHUM COMPUTERS, INC.	20138	PLANNING & BUILDING	526.50		0
MATTISON, ROBYN	2023.12	PROFESSIONAL SERVICES, TRAVEL FOR TRAINING	5,006.74		0
JACOBS ENGINEERING GROUP, I	D3736801-005	SUPPLEMENTAL STAFFING SUPPORT	1,742.51	23078	0
JACOBS ENGINEERING GROUP, I	D3736801-008	COMPREHENSIVE PLAN AUDIT AND ZONING REWRITE	2,730.00		0
<b>01-4170-4210 PROFESSIONAL SERVICES - IDBS</b>					
DIVISION OF OCCUPATIONAL	010524	DECEMBER 2023 BUILDING PERMIT FEES	21,101.23		0
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>					
COPY CENTER LLC	3039	PUBLIC NOTICE POSTCARDS - LOTS 3AA & 4AA SV	87.77		0
		SUBDIVISION LLS NOTICE			
COPY CENTER LLC	3063	PUBLIC NOTICE MAILERS	193.78		0
EXPRESS PUBLISHING, INC.	10002196 1130	PLANNING DEPARTMENT ADVERTISEMENTS	223.56		0
Total PLANNING & BUILDING:			32,514.84		



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>NON-DEPARTMENTAL</b>					
<b>01-4193-9910 MERIT/COMPENSATION ADJUSTMENTS</b>					
LIMELIGHT HOTEL KETCHUM	2327	CITY HOLIDAY BANQUET	4,498.72		0
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>					
EXPRESS PUBLISHING, INC.	10002196 1130	RFP ADVERTISEMENT	65.32		0
MURRAY GROUP	798581	STRATEGIC ASSESSMENT OF EMPLOYEE BENEFIT PROGRAM	1,875.00	23111	0
MURRAY GROUP	817821	STRATEGIC ASSESSMENT OF EMPLOYEE BENEFIT PROGRAM	1,875.00	23111	0
Total NON-DEPARTMENTAL:			8,314.04		
<b>FACILITY MAINTENANCE</b>					
<b>01-4194-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	CP365006	HRA Medical	708.70		0
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA MEDICAL DECEMBER 2023	1,864.35		0
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	962708	FSA & HRA ADMIN FEES NOVEMBER 2023	22.95		0
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA VISION DECEMBER 2023	424.00		0
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	0296350	38950 093023	257.86		0
CHRISTENSEN INC.	CL42430	1001226 FACILITIES 121523	183.04		0
<b>01-4194-4200 PROFESSIONAL SERVICES</b>					
IRISH ELECTRIC	11024	TROUBLESHOOT-LIGHTING, LIGHTING PARTS	1,714.00		0
KETCHUM COMPUTERS, INC.	20138	FACILITIES MAINTENANCE	148.50		0
BASELINE INC	14556-2024	BASESTATION CONTROLLERS	438.00		0
<b>01-4194-5200 UTILITIES</b>					
IDAHO POWER	2201272487 12	2201272487 122223	236.18		0
IDAHO POWER	2203313446 12	2203313446 121223	5.31		0
IDAHO POWER	2203538992 12	2203538992 122223	69.56		0
INTERMOUNTAIN GAS	32649330001 1	32649330001 122823	15.45		0
INTERMOUNTAIN GAS	65669030002 1	65669030002 122123	18.83		0
<b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>					
A.C. HOUSTON LUMBER CO.	2401-684124	FASTENERS, BLACK PRIMER SPRAY, SAW,			

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
IDAHO LUMBER & HARDWARE	974515	SCREWDRIVER, TOGGLER	37.11		0
		CITY HALL COMMUNITY ROOM VTC CAMERA	43.60		0
		RELOCATION PARTS			
<b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>					
CHATEAU DRUG CENTER	2794471	PAINT TRAY LINERS	1.88		0
CINTAS	4178287690	BLACK MATS	23.75		0
CINTAS	4178988302	BLACK MATS	23.75		0
GEM STATE PAPER & SUPPLY	1110008	HAND SOAP, ECOAIR DISPENSER AND REFILL,	568.72		0
		TISSUES - STARBUCKS			
IDAHO POWER	2202522062 12	2202522062 122223	549.78		0
INTERMOUNTAIN GAS	17499804809 1	17499804809 122123	399.68		0
SENTINEL FIRE & SECURITY, IN	95115	MONITORING - STARBUCKS VISITOR CENTER	78.00		0
COX BUSINESS	0012401034971	0012401034971402 122223	143.00		0
<b>01-4194-5950 REPAIR &amp; MAINT-WARM SPRINGS PR</b>					
A.C. HOUSTON LUMBER CO.	2312-683470	EXTENSION CORD FOR WARM SPRINGS	57.99		0
IDAHO POWER	2226452353 12	2226452353 122823	.00		0
RIGHT BRAIN UNLIMITED LLC	33287	PLASTIC DOGGIES BAGS	3,778.18		0
Total FACILITY MAINTENANCE:			11,812.17		
<b>POLICE</b>					
<b>01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	CP365006	HRA Medical	98.88		0
<b>01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	962708	FSA & HRA ADMIN FEES NOVEMBER 2023	29.40		0
<b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	0296520	39060 093023	300.01		0
CHRISTENSEN INC.	CL42431	1001227 ADMIN 121523	236.29		0
CHRISTENSEN INC.	CL43925	1001227 ADMIN 123123	150.61		0
<b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>					
BLAINE COUNTY CLERK/RECOR	201072	BCSO Law Enforcement Services	155,178.70		0
<b>01-4210-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	2087267848 10	2087267848 105B 121323	163.95		0
AT&T MOBILITY LLC	287310798935	287310798935 010124	175.46		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4210-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>					
KARL MALONE FORD HAILEY	111073	BRAKES AND BATTERY	1,259.30		0
KARL MALONE FORD HAILEY	111137	TIRE SENSOR	185.94		0
Total POLICE:			157,778.54		
<b>FIRE &amp; RESCUE</b>					
<b>01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	CP365006	HRA Medical	1,506.63		0
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	962708	FSA & HRA ADMIN FEES NOVEMBER 2023	78.65		0
NBS-NATIONAL BENEFIT SERVI	CP365006	HRA Vision	349.58		0
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>					
BUSINESS AS USUAL INC.	164447	FEDEX SHIPPING BACKGROUND CHECKS, MOUNTING SQUARES	48.25		0
DAVIS EMBROIDERY INC.	43787	SHIRTS FOR PUBLIC SALE	619.09		0
EXPRESS PUBLISHING, INC.	10002196 1130	FIRE DEPARTMENT ADVERTISEMENTS	1,069.80		0
INTEGRATED TECHNOLOGIES	232961	107 SADDLE RD	22.02		0
QUINDLEN, COLLEEN	010924	CRICUT SUPPLIES	16.43		0
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>					
CHATEAU DRUG CENTER	2806581	BATTERY FOR GLUCOMETER	17.08		0
DAVIS EMBROIDERY INC.	43787	SHIRTS FOR PUBLIC SALE	619.08		0
EXPRESS PUBLISHING, INC.	10002196 1031	FIRST AID AND CPR	534.90		0
INTEGRATED TECHNOLOGIES	232961	107 SADDLE RD	22.02		0
NORCO	39557309	CYLINDER RENTAL 123123	78.12		0
NORCO	39558155	CYLINDER RENTAL 123123	190.65		0
NORTH AMERICAN RESCUE LLC	IN758981	CRIC KITS	189.73		0
HENRY SCHEIN	66982369	SMART PADS	231.50		0
HENRY SCHEIN	67713815	GLUCOSE MONITOR, MIDAZOLAM	151.04		0
QUINDLEN, COLLEEN	010924	CRICUT SUPPLIES	16.43		0
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>					
CHRISTENSEN INC.	CL42425	1008309 121523	205.38		0
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>					
CHRISTENSEN INC.	CL42425	1001221 121523	205.38		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4230-4200 PROFESSIONAL SERVICES FIRE</b>					
KETCHUM COMPUTERS, INC.	20138	FIRE & RESCUE	1,413.00		0
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>					
COX BUSINESS	0012401049446	0012401049446101 122823	124.13		0
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>					
MTE COMMUNICATIONS	056983 010124	056983 010124	15.13		0
MTE COMMUNICATIONS	056983 010124	056983 010124	15.12		0
COX BUSINESS	0012401049446	0012401049446101 122823	124.13		0
<b>01-4230-5200 UTILITIES</b>					
IDAHO POWER	2226144497 12	2226144497 122723	886.30		0
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>					
HUGHES FIRE EQUIPMENT, INC.	601449	TURNING LIGHT	68.35		0
<b>01-4230-6200 REPAIR &amp; MAINT--FACILITY</b>					
BUSINESS AS USUAL INC.	164447	4 X 6 PHOTOS	72.00		0
CURTIS TOOLS FOR HEROES	INV771513	BREATHING COMPRESSOR MAINTENANCE	1,836.30		0
Total FIRE & RESCUE:			10,726.22		
<b>STREET</b>					
<b>01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	CP365006	HRA Medical	2,988.73		0
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	962708	FSA & HRA ADMIN FEES NOVEMBER 2023	36.60		0
<b>01-4310-3200 OPERATING SUPPLIES</b>					
A.C. HOUSTON LUMBER CO.	2312-683169	PLYWOOD UNDERLAY	99.97		4310044
A.C. HOUSTON LUMBER CO.	2312-683292	CONCRETE ANCHOR FOR SHOP REPAIR	38.40		0
A.C. HOUSTON LUMBER CO.	2312-683858	RETURNS ON INCORRECT ITEMS	76.12-		4310044
A.C. HOUSTON LUMBER CO.	2312-683864	FIREBLOCK AND FIRE STOP SEALANT	75.96		4310044
A.C. HOUSTON LUMBER CO.	2312-683943	GORILLA SILICONE FOR SHOP REPAIR ON PIT	38.97		0
A.C. HOUSTON LUMBER CO.	2401-684669	FASTENERS AND WASHERS	23.20		4310044
A.C. HOUSTON LUMBER CO.	2401-684689	IPG MASK TAPE GREEN	17.98		0
EXPRESS PUBLISHING, INC.	10002196 1130	ROAD & ST FINANCIAL REPORT	79.92		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
FASTENAL COMPANY	IDJER109309	ZIPTIES FOR SHOP	48.70		4310044
NAPA AUTO PARTS	172702	GATOR CLIPS TO REPAIR BATTERY CHANGER	10.99		4310044
PLATT ELECTRIC SUPPLY	4S11432	PLOW SHED BATHROOM HEATER, LIGHTS AND PARTS	347.33		4310044
PLATT ELECTRIC SUPPLY	4S81486	PLOW SHED BATHROOM ELECTRICAL COVERS	28.50		4310044
STANDARD PLUMBING SUPPLY	WBKY29	STREETS BATHROOM PARTS	534.48		4310044
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL42427	1001223 STREETS 121523	2,698.12		4310044
<b>01-4310-4200 PROFESSIONAL SERVICES</b>					
A-CORE OF IDAHO	TW134413	4 1/2 INCH CORE DRILL AT 260 10TH ST	695.00		4310037
S. ERWIN EXCAVATION INC	23-970	Snow Hauling Service 2023-2024	1,000.00	24023	4310037
HIATT TRUCKING, INC.	4912	Snow Hauling Service 2023-2024	1,050.00	24021	4310037
KETCHUM COMPUTERS, INC.	20138	STREETS	387.00		0
CANYON EXCAVATION. LLC	2810	Snow Hauling Service 2023-2024	1,200.00	24020	4310037
AWSI	605144	FMCSA CLEARINGHOUSE	222.50		4310047
<b>01-4310-5200 UTILITIES</b>					
INTERMOUNTAIN GAS	32649330001 1	32649330001 122823	284.63		4310047
INTERMOUNTAIN GAS	32649330001 1	32649330001 122823	929.19		4310047
INTERMOUNTAIN GAS	49439330009 1	49439330009 122123	280.72		4310047
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>					
NAPA AUTO PARTS	173385	FILTERS FOR RANGER	21.84		4310044
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
NAPA AUTO PARTS	173268	STARTER BOLTS AND SHIMS FOR SIGN TRUCK	17.07		4310044
WESTERN STATES CAT	IN002643317	PARTS FOR 140M GRADER	199.30		4310044
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>					
CINTAS	4178287782	BLACK MATS	21.60		4310047
CINTAS	417888281	BLACK MATS	21.60		4310047
CINTAS	5191265279	STREETS FIRST AID CABINET REFILLS	254.10		4310044
NORCO	39557386	CYLINDER RENTAL	258.85		4310044
SENTINEL FIRE & SECURITY, IN	94747	MONTHLY FIRE ALARM MONITORING @ 260 BLDG	102.00		0
<b>01-4310-6930 STREET LIGHTING</b>					
IDAHO POWER	2200749261 12	2200749261 122723	299.24		4310050
IDAHO POWER	2201013857 12	2201013857 122223	19.95		4310050
IDAHO POWER	2203855230 12	2203855230 122223	100.11		4310050
IDAHO POWER	2204535385 12	2204535385 122223	110.98		4310050

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
IDAHO POWER	2206773224 12	2206673224 122223	.00		4310050
IDAHO POWER	2207487501 12	2207487501 122223	8.80		4310050
IDAHO POWER	2208316659 12	2208316659 122223	15.07		4310050
Total STREET:			14,491.28		

**RECREATION****01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	CP365006	HRA Medical	634.02		0
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA MEDICAL DECEMBER 2023	102.70		0

**01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	962708	FSA & HRA ADMIN FEES NOVEMBER 2023	16.50		0
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA VISION DECEMBER 2023	72.24		0

**01-4510-3200 OPERATING SUPPLIES**

CHATEAU DRUG CENTER	2807733	KEYS	12.36		0
CHATEAU DRUG CENTER	2809859	SHOW SHOVEL	34.18		0

**01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY**

ATKINSONS' MARKET	02767697	BANANAS, ORANGES, MUFFINS	33.67		0
ATKINSONS' MARKET	03795136	ORANGES, BANANAS, HALF AND HALF	26.77		0

**01-4510-3500 MOTOR FUELS & LUBRICANTS**

A.C. HOUSTON LUMBER CO.	2312-683598	PROPANE TORCH TRIGGER	29.99		0
LUTZ RENTALS	149980-1	Propane	19.66		0
LUTZ RENTALS	150006-1	Propane	19.66		0
LUTZ RENTALS	150080-1	Propane	13.29		0
LUTZ RENTALS	150101-1	Propane	19.62		0
LUTZ RENTALS	150137-1	Propane	3.52		0
LUTZ RENTALS	150179-1	Propane	32.70		0
CHRISTENSEN INC.	0295100	37268 093023	118.95		0
CHRISTENSEN INC.	CL42426	1001222 PARKS 121523	58.41		0

**01-4510-4200 PROFESSIONAL SERVICE**

IRISH ELECTRIC	10224	ATKINSONS PARK HEAT TAPE WORK	586.00		0
KETCHUM COMPUTERS, INC.	20138	PARKS	346.50		0

**01-4510-4410 ADVERTISING & PUBLICATIONS**

EXPRESS PUBLISHING, INC.	10002196 1130	PARKS DEPT ADVERTISEMENTS	178.17		0
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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4510-5200 UTILITIES</b>					
INTERMOUNTAIN GAS	31904030009	31904030009 122123	159.59		0
<b>01-4510-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
SAWTOOTH WOOD PRODUCTS, I	0000145277	UNIVERSAL DRIVE SHAFT AND FREIGHT IN JD	973.59		0
Total RECREATION:			3,492.09		
Total GENERAL FUND:			300,231.32		
<b>WAGON DAYS FUND</b>					
<b>WAGON DAYS EXPENDITURES</b>					
<b>02-4530-4200 PROFESSIONAL SERVICES</b>					
SUN VALLEY EVENTS	1034	JANUARY WAGON DAYS CONTRACT INSTALLMENT	3,611.11		0
Total WAGON DAYS EXPENDITURES:			3,611.11		
Total WAGON DAYS FUND:			3,611.11		
<b>GENERAL CAPITAL IMPROVEMENT FD</b>					
<b>GENERAL CIP EXPENDITURES</b>					
<b>03-4193-7135 MAIN STREET REHAB</b>					
GALENA-BENCHMARK ENGINE	1223-026	ENGINEERING SUPPORT FOR ITD AND S MAIN ST.	18,122.50		713501
EXPRESS PUBLISHING, INC.	10002196 1130	ROAD RECONSTRUCTION ADVERTISEMENT	2,274.00		713503
OPAL ENGINEERING, PLLC	564	MAIN ST REHABILITATION ENGINEERING SERVICES	1,800.00		713501
<b>03-4193-7200 TECHNOLOGY UPGRADES</b>					
CDW GOVERNMENT, INC.	NQ71014	EPSON SCANNERS	2,126.56		0
CDW GOVERNMENT, INC.	NS34571	DESKTOP COMPUTERS	2,482.77		0
Total GENERAL CIP EXPENDITURES:			26,805.83		
<b>FIRE &amp; RESCUE CIP EXPENDITURES</b>					
<b>03-4230-7130 PPE (TURNOUT GEAR)</b>					
DAVIS EMBROIDERY INC.	43890	PATCH WORK	117.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>03-4230-7140 SHOP TOOLS</b>					
CHATEAU DRUG CENTER	2804573	CHAMOIS	37.02		0
Total FIRE & RESCUE CIP EXPENDITURES:			154.02		
Total GENERAL CAPITAL IMPROVEMENT FD:			26,959.85		
<b>ORIGINAL LOT FUND</b>					
<b>ORIGINAL LOT TAX</b>					
<b>22-4910-6060 EVENTS/PROMOTIONS</b>					
BIGWOOD BREAD, LLC	182635	FOOD FOR WARM SPRINGS PRESERVE OPEN HOUSE	238.15		0
BMI	11225417	FEE FOR 12/01/2023 TO 11/30/2024	378.90		0
EXPRESS PUBLISHING, INC.	10002196 1130	HOLIDAY LIGHTING ADVERTISEMENT	581.20		491002
WORTH PRINTING	3347	EVENTS: SOLSTICE POSTERS	66.26		491031
WORTH PRINTING	3401	WARM SPRINGS PRESERVE OPEN HOUSE DISPLAYS	221.94		0
Total ORIGINAL LOT TAX:			1,486.45		
Total ORIGINAL LOT FUND:			1,486.45		
<b>ADDITIONAL1%-LOT FUND</b>					
<b>ADDITIONAL 1%-LOT</b>					
<b>25-4910-4220 SUN VALLEY AIR SERVICE BOARD</b>					
SUN VALLEY AIR SERVICE BOA	010424	NOVEMBER MOS 2023	86,820.09		0
Total ADDITIONAL 1%-LOT:			86,820.09		
Total ADDITIONAL1%-LOT FUND:			86,820.09		
<b>COMMUNITY HOUSING</b>					
<b>COMMUNITY HOUSING EXPENSE</b>					
<b>54-4410-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	CP365006	HRA Medical	595.22		0
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA MEDICAL DECEMBER 2023	234.36		0
<b>54-4410-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	CP365006	HRA Vision	393.20		0
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA VISION DECEMBER 2023	137.80		0



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>54-4410-3200 LIFT TOWER LODGE OPERATIONS</b>					
COX BUSINESS	0012401037719	0012401037719502 121723	81.99		0
<b>54-4410-4200 PROFESSIONAL SERVICES</b>					
EXPRESS PUBLISHING, INC.	10002196 1130	HOUSING DEPARTMENT ADVERTISEMENTS	158.01		0
SKINNER FAWCETT	45646	PROFESSIONAL SERVICES -- CALL TO DISCUSS BCHA MASTER LEASE	213.75		0
<b>54-4410-5110 COMPUTER NETWORK</b>					
KETCHUM COMPUTERS, INC.	20138	HOUSING	132.00		0
<b>54-4410-5200 LIFT TOWER LODGE UTILITIES</b>					
INTERMOUNTAIN GAS	08335990225 1	08335990225 122123	139.13		0
<b>54-4410-8010 REIMBURSE BCHA BLAINE CO CONTR</b>					
BLAINE COUNTY HOUSING AUT	010924	DECEMBER 2023 BLAINE COUNTY HOUSING CONTRIBUTION	12,500.00		0
Total COMMUNITY HOUSING EXPENSE:			14,585.46		
Total COMMUNITY HOUSING:			14,585.46		
<b>WATER FUND</b>					
<b>WATER EXPENDITURES</b>					
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	962708	FSA & HRA ADMIN FEES NOVEMBER 2023	16.50		0
NBS-NATIONAL BENEFIT SERVI	CP365006	HRA Vision	587.00		0
<b>63-4340-3250 LABORATORY/ANALYSIS</b>					
MAGIC VALLEY LABS, INC.	30059	Drinking Water Bacteria	145.00		0
<b>63-4340-3400 MINOR EQUIPMENT</b>					
PLATT ELECTRIC SUPPLY	4S71316	DEWDCB2052	239.00		0
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	295130	37271 WATER	336.39		0
CHRISTENSEN INC.	CL42429	1008309 WATER	279.59		435001
CHRISTENSEN INC.	CL43923	1008309 WATER	309.89		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>63-4340-4200 PROFESSIONAL SERVICES</b>					
GO-FER-IT	125418	Water Samples	25.20		0
KETCHUM COMPUTERS, INC.	20138	WATER	272.25		0
AWSI	605144	FMCSA CLEARINGHOUSE	60.00		0
<b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>					
BACKFLOW ASSEMBLY TESTIN	T2122409	Refresher Course	300.00		0
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
VERIZON WIRELESS	9951678961	365516521 WATER DEPT	123.29		0
AT&T MOBILITY LLC	287318858311	287318858311 - Water	90.57		0
<b>63-4340-5200 UTILITIES</b>					
DIG LINE	0073145-IN	Monthly Fee - W	37.90		435001
IDAHO POWER	2203658592 01	2203658592 - LATE FEE ACCUMULATION PAYOFF FROM FEB 2023	396.62		0
INTERMOUNTAIN GAS	32649330001 1	32649330001 122823	50.64		0
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>					
RIVER RUN AUTO PARTS	196827	OIL FILTER	3.99		0
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>					
LUNCEFORD EXCAVATION, INC.	15572	ROAD MIX	375.87		0
LUNCEFORD EXCAVATION, INC.	15590	570 WOOD RIVER DR - WATER LEAK REPAIR BACKFILL	840.00		0
LUTZ RENTALS	150070-1	CRIMPERS	18.00		0
SHERWIN-WILLIAMS CO.	3441-5	Paint	10.98		0
Total WATER EXPENDITURES:			4,518.68		
Total WATER FUND:			4,518.68		
<b>WASTEWATER FUND</b>					
<b>WASTEWATER EXPENDITURES</b>					
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA MEDICAL DECEMBER 2023	1,272.24		0
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	962708	FSA & HRA ADMIN FEES NOVEMBER 2023	39.20		0
NBS-NATIONAL BENEFIT SERVI	CP368392	HRA VISION DECEMBER 2023	52.26		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>65-4350-3200 OPERATING SUPPLIES</b>					
GO-FER-IT	124100	Water Samples WASTEWATER	25.20		435001
UPS STORE #2444	MMN7FR5R0	WATER SAMPLES	14.24		435001
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	295120	37270 - WASTEWATER	399.57		435001
CHRISTENSEN INC.	CL42429	1008309 WASTEWATER	96.92		435001
CHRISTENSEN INC.	CL43922	1008309 WASTEWATER	472.14		435001
<b>65-4350-3800 CHEMICALS</b>					
NORTH CENTRAL LABORATORI	497263	Chemicals/supplies	981.21		435001
<b>65-4350-4200 PROFESSIONAL SERVICES</b>					
ANALYTICAL LABORATORIES, I	2400089	WASTEWATER MONITORING	267.97		435001
KETCHUM COMPUTERS, INC.	20138	WASTEWATER	272.25		0
JESUS FREAK CONSULTING	240107A	Backflow Assembly Testing	455.00		435001
AWSI	605144	FMCSA CLEARINGHOUSE	60.00		0
AWSI	605144	FMCSA CLEARINGHOUSE	81.25		0
<b>65-4350-5200 UTILITIES</b>					
INTERMOUNTAIN GAS	32649330001 1	32649330001 122823	27.61		435001
INTERMOUNTAIN GAS	32649330001 1	32649330001 122823	50.64		435001
INTERMOUNTAIN GAS	32649330001 1	32649330001 122823	518.01		435001
INTERMOUNTAIN GAS	32649330001 1	32649330001 122823	403.62		435001
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>					
PIPECO, INC.	S5311521.001	COUPLING	1.62		0
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>					
A.C. HOUSTON LUMBER CO.	2312-681604	GROUT, BLUE BOARD	73.21		435002
A.C. HOUSTON LUMBER CO.	2312-681983	CONCRETE DRY MIX	11.26		435002
DIG LINE	0073145-IN	Monthly Fee - WWC	37.90		435001
PIPECO, INC.	S5312063.001	NIPPLES	19.59		435002
CHRISTENSEN INC.	295120	37270 COLLECTION	163.42		435001
CHRISTENSEN INC.	CL42428	1008309 COLLECTIONS	316.94		435001
Total WASTEWATER EXPENDITURES:			6,113.27		
Total WASTEWATER FUND:			6,113.27		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>DEVELOPMENT TRUST FUND</b>					
<b>DEVELOPMENT TRUST EXPENDITURES</b>					
<b>94-4900-8103 WHISKEY'S LLC-251 N MAIN</b>					
WHISKEY'S LLC	010224	RETURN OF PERFORMANCE BOND	7,550.00		0
Total DEVELOPMENT TRUST EXPENDITURES:			7,550.00		
Total DEVELOPMENT TRUST FUND:			7,550.00		
Grand Totals:			451,876.23		

Report Criteria:

- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- [Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"
- Invoice Detail.Voided = No,Yes



## City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

#### Recommended Motion:

" I move to approve the transfer of funding to the BCHA in the amount of \$150,000 to address monthly cash flow but not alter city approved funding levels"

#### Reasons for Recommendation:

- City finance staff initially processed all transactions for BCHA functions when the city assumed operational oversight. It was later determined to have a third-party accountant provide book keeping services for BCHA.
- Previously approved operation and program funding for BCHA has remained in Ketchum's accounts, with transfers occurring as needed. This has delayed payments and adds additional steps.
- Staff and BCHA's CPA now have access to BCHA's accounts, with the ability to bill pay directly if the funds were available.

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

BCHA needs access to the funds designated for them to avoid any cash flow problems and delays in payment. This has been remedied up to date by BCHA invoicing Ketchum for needed funds. This is inefficient and risks delaying payment. With a BCHA-only CPA and staff now having access to payment methods, staff are tightening the payment process.

These transfers address a cash flow issue and are not an increase above the approved Council and the County Commissioner funding levels for BCHA.

<b>BCHA'S MONTHLY BUDGET</b>	<b>MONTH 1</b>	<b>MONTH 2</b>	<b>MONTH 3</b>
Cash in account	\$ 3,000	\$ 144,510	\$ 129,005
<b>Cash transfer to BCHA</b>	<b>\$ 150,000</b>		
<u>Expenses</u>			
High Country Motel lease	\$ (23,400)	\$ (23,400)	\$ (23,400)
Silvercreek Living lease + expenses	\$ (53,962)	\$ (53,962)	\$ (53,962)
Mediation Program + Community Trainings	\$ (3,083)	\$ (3,083)	\$ (3,083)
Employee Generation Nexus Study	\$ -	\$ (14,000)	\$ (14,000)
Trainings, conferences (IHFA, counseling)	\$ (5,000)	\$ -	\$ (4,000)
Compliance Consultant	\$ (2,240)	\$ (2,240)	\$ (2,240)
Interim Housing Manager	\$ (10,000)	\$ (10,000)	\$ (10,000)
SV Elkhorn Association Dues	\$ (1,000)	\$ (1,000)	\$ (1,000)
BCCF rent	\$ (891)	\$ (891)	\$ (891)
Technology, services	\$ (3,185)	\$ (3,185)	\$ (3,185)
Application + Data transition	\$ (8,000)	\$ (2,000)	\$ (500)
Office dividers	\$ (4,285)	\$ -	\$ -
Contingency	\$ (6,000)	\$ (6,000)	\$ (6,000)
<b>TOTAL EXPENSES</b>	<b>\$ (121,046)</b>	<b>\$ (119,761)</b>	<b>\$ (122,261)</b>
<b>Cash deficit before monthly income</b>	<b>\$ 31,954</b>	<b>\$ 24,749</b>	<b>\$ 6,743</b>
<u>Income</u>			
High Country Motel rents	\$ 21,245	\$ 21,245	\$ 21,245
Silvercreek Living rents	\$ 51,436	\$ 51,436	\$ 51,436
Permanent Housing rents	\$ 1,575	\$ 1,575	\$ 1,575
Blaine County contribution	\$ 12,500	\$ 12,500	\$ 12,500
Grant income	\$ 25,800	\$ 17,500	\$ 26,000
<b>TOTAL REVENUE</b>	<b>\$ 112,556</b>	<b>\$ 104,256</b>	<b>\$ 112,756</b>

**Financial Impact:**

None OR Adequate funds exist in account:	The city budget includes operating and program expenses for BCHA. There are adequate funds.
--	---



## City of Ketchum

### MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

#### Recommended Motion:

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

#### Reasons for Recommendation:

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

Idaho State Statute 50-1011 establishes an additional requirement for a quarterly financial report "indicating salaries, capital outlay and a percentage comparison to the original appropriation." Such quarterly reports require publication on the City website within 30 days of the end of the quarter pursuant to 50-208. Finally, 50- 708 creates the requirement that "at least once in each quarter of each year, the council shall examine by review of a quarterly treasurer's report included upon the city council agenda the accounts and doings subject to management by the chief financial officer of the city."

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

#### Sustainability Impact:

There is to sustainability impact to this reporting.

#### Financial Impact:

There is no financial impact to this reporting.

#### Attachments:

1. Monthly Financial Report
2. Quarterly Financial Report

FY 2024

## Monthly Financial Reports

As of December 31, 2023





# Summary

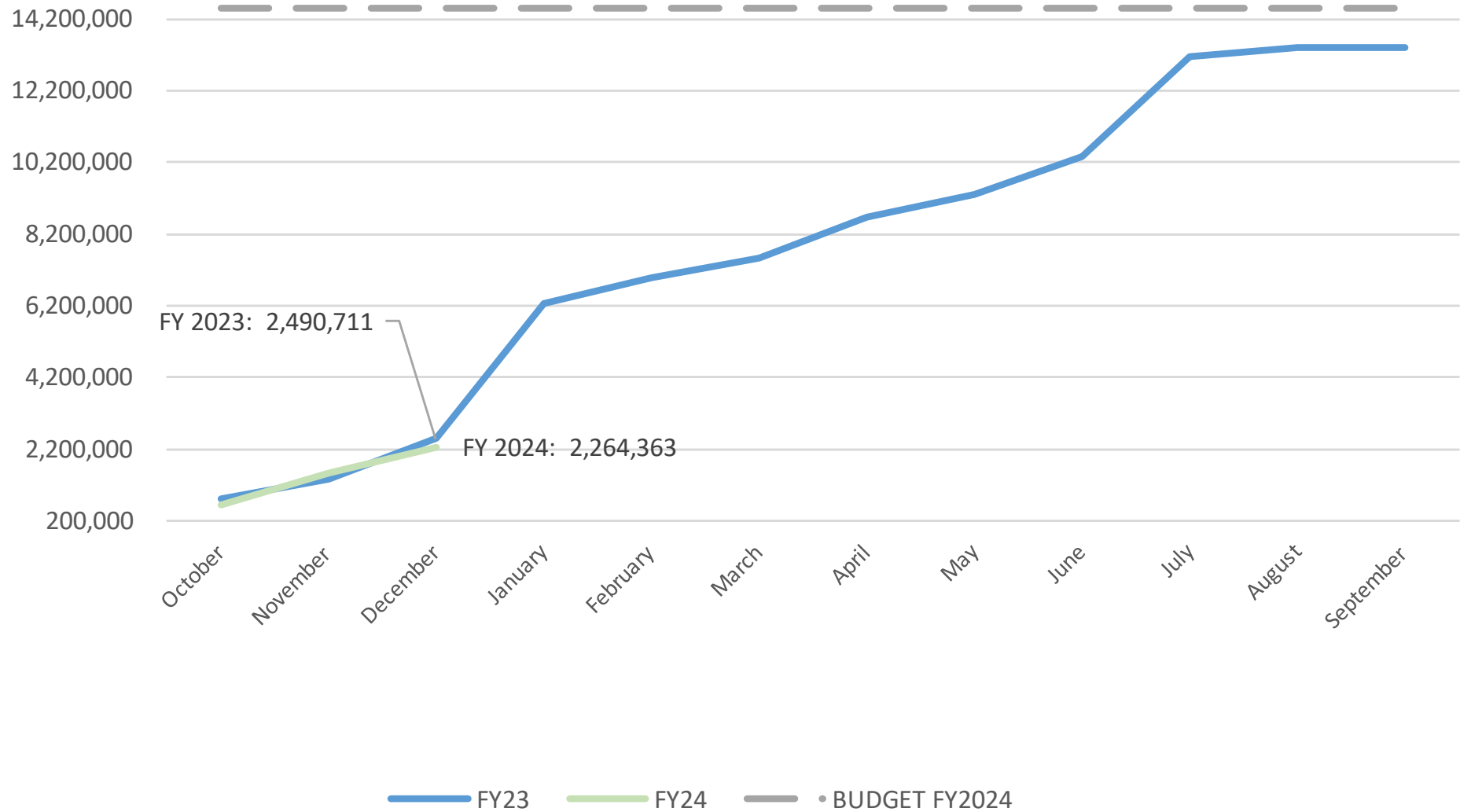
GENERAL FUND					
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	14,487,699			
	Year to Date (YTD)	2,264,363	15.6%	12,223,336	84.4%
2.	EXPENDITURES				
	Approved Budget	14,487,698			
	Year to Date (YTD)	2,765,878	19.1%	11,721,820	80.9%
3.	Net Position	(501,515)			
4.	Fund Balance Carry Over FY23				
	less restricted	4,111,004			
	17% assigned by Council	2,462,909			

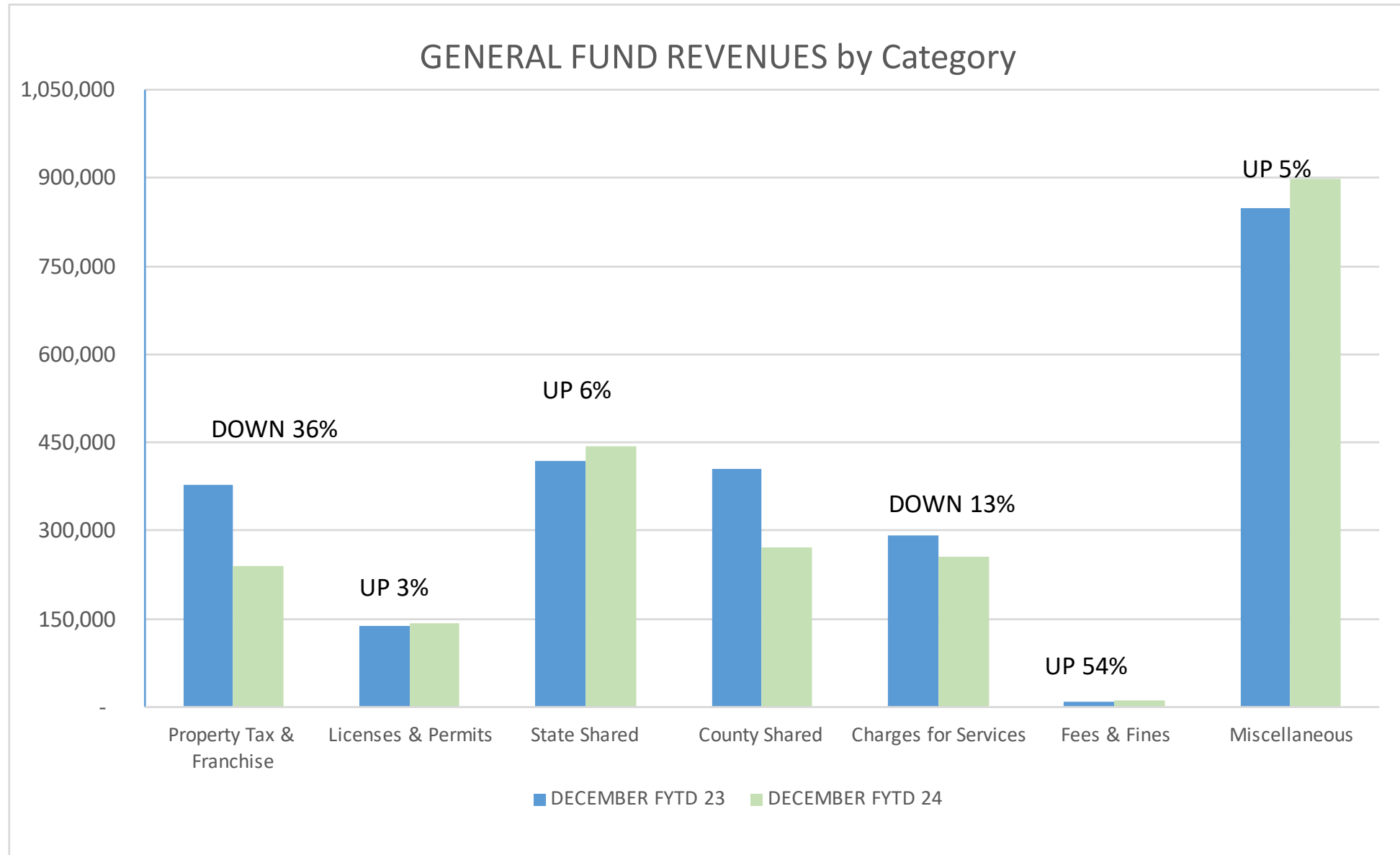
LOCAL OPTION TAX					
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget (Amended)	3,299,890			
	Year to Date (YTD)	769,539	23%	2,530,351	77%
	Fund Balance YTD	-			
2.	EXPENDITURES				
	Approved Budget (Amended)	3,299,890			
	Year to Date (YTD)	925,602	28%	2,374,288	72%
3.	Net Position	(156,063)			
4.	Fund Balance Carry Over FY23	698,744.67			

# General Fund

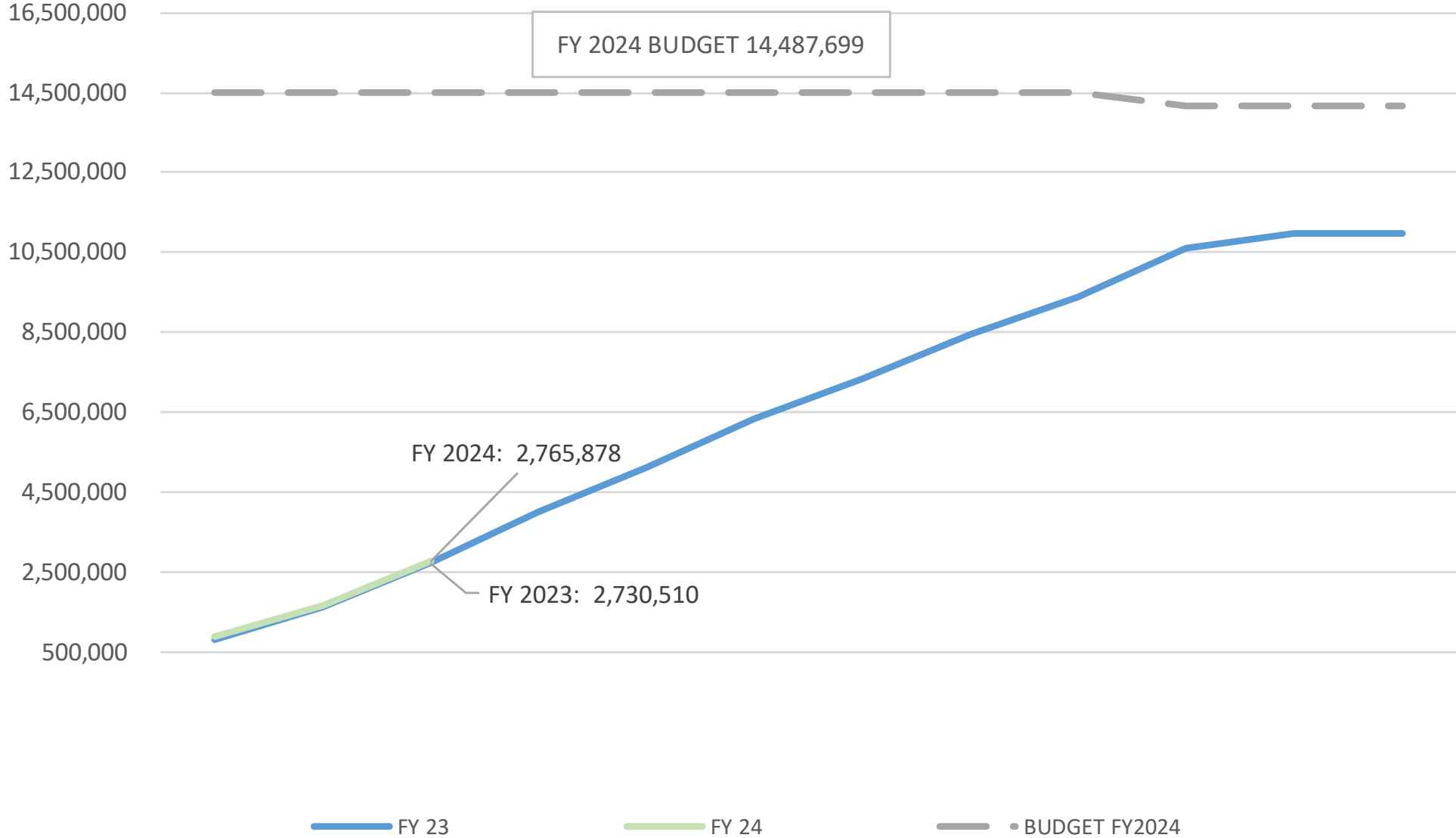
## GENERAL FUND REVENUE

FY 2024: BUDGET 14,487,699

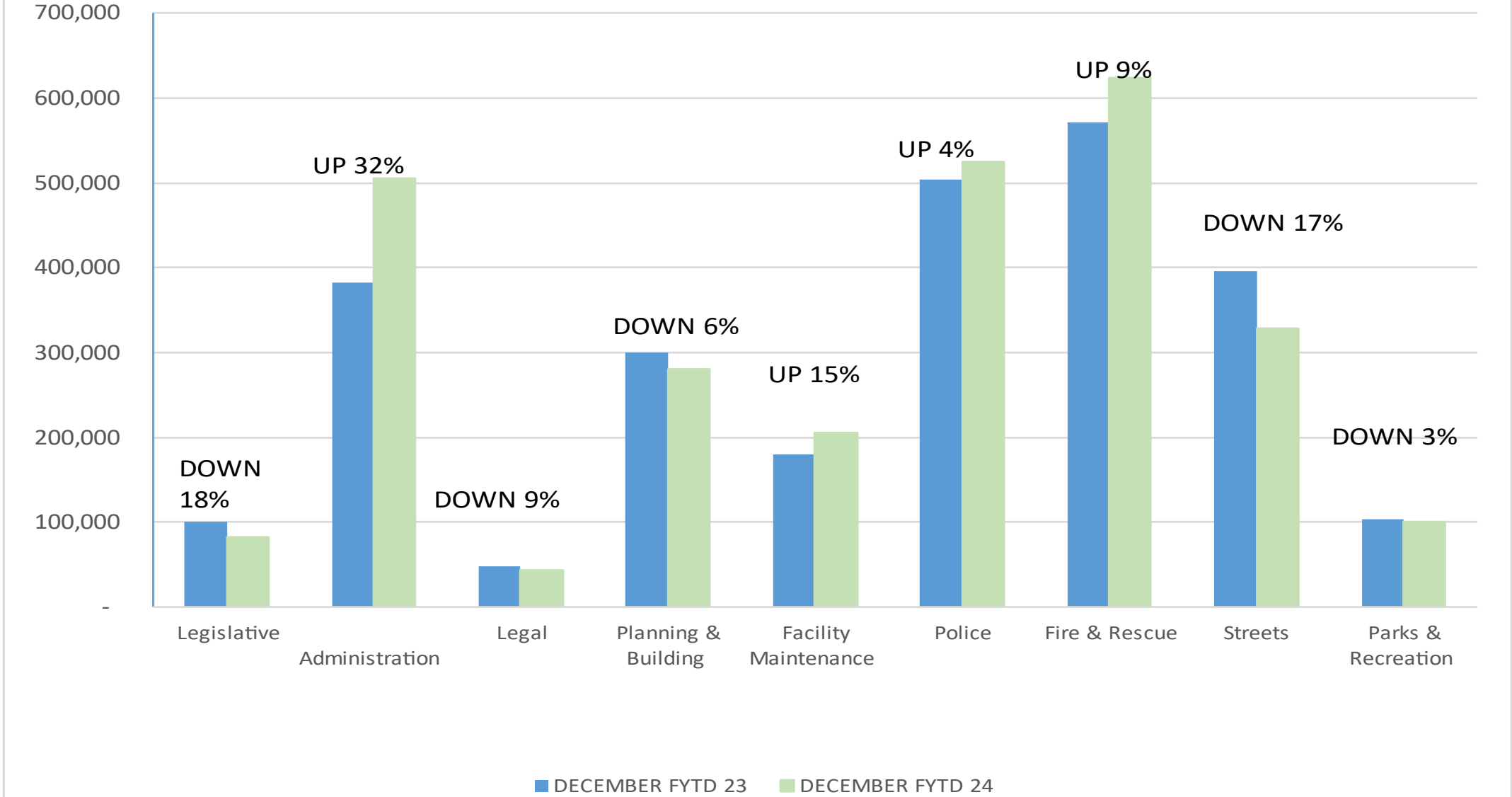




GENERAL FUND EXPENDITURES

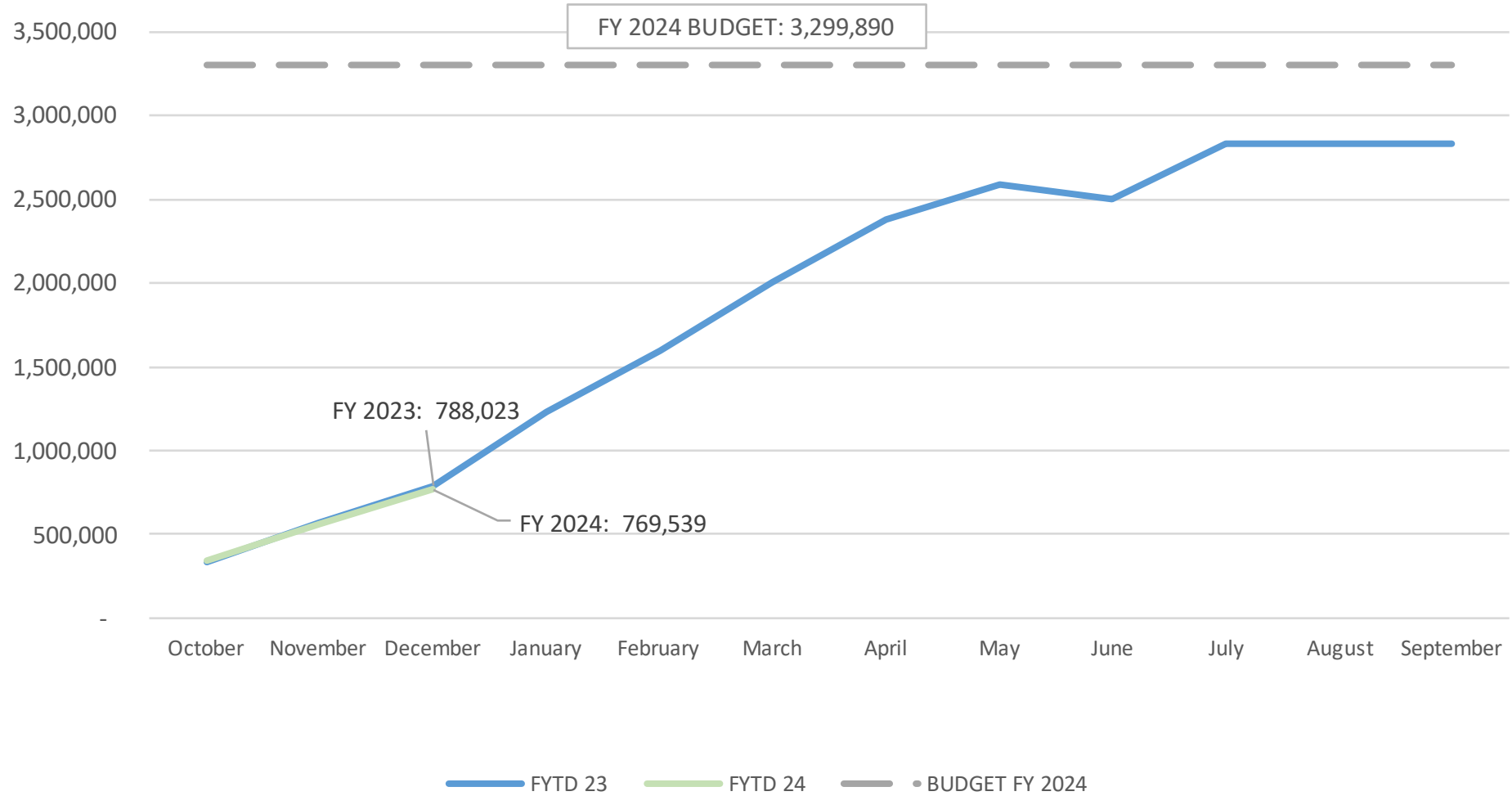


GENERAL FUND EXPENDITURES by Department



# LOT Analysis

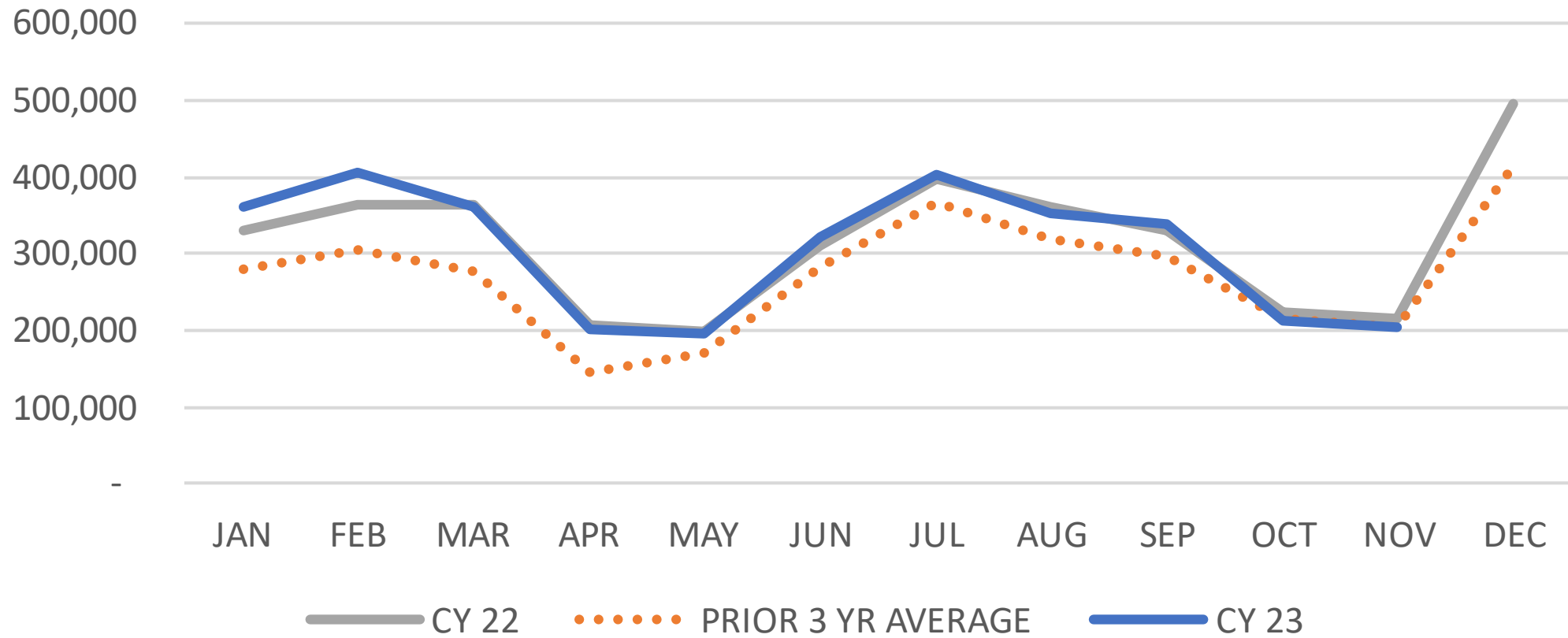
## ORIGINAL LOT FUND REVENUE



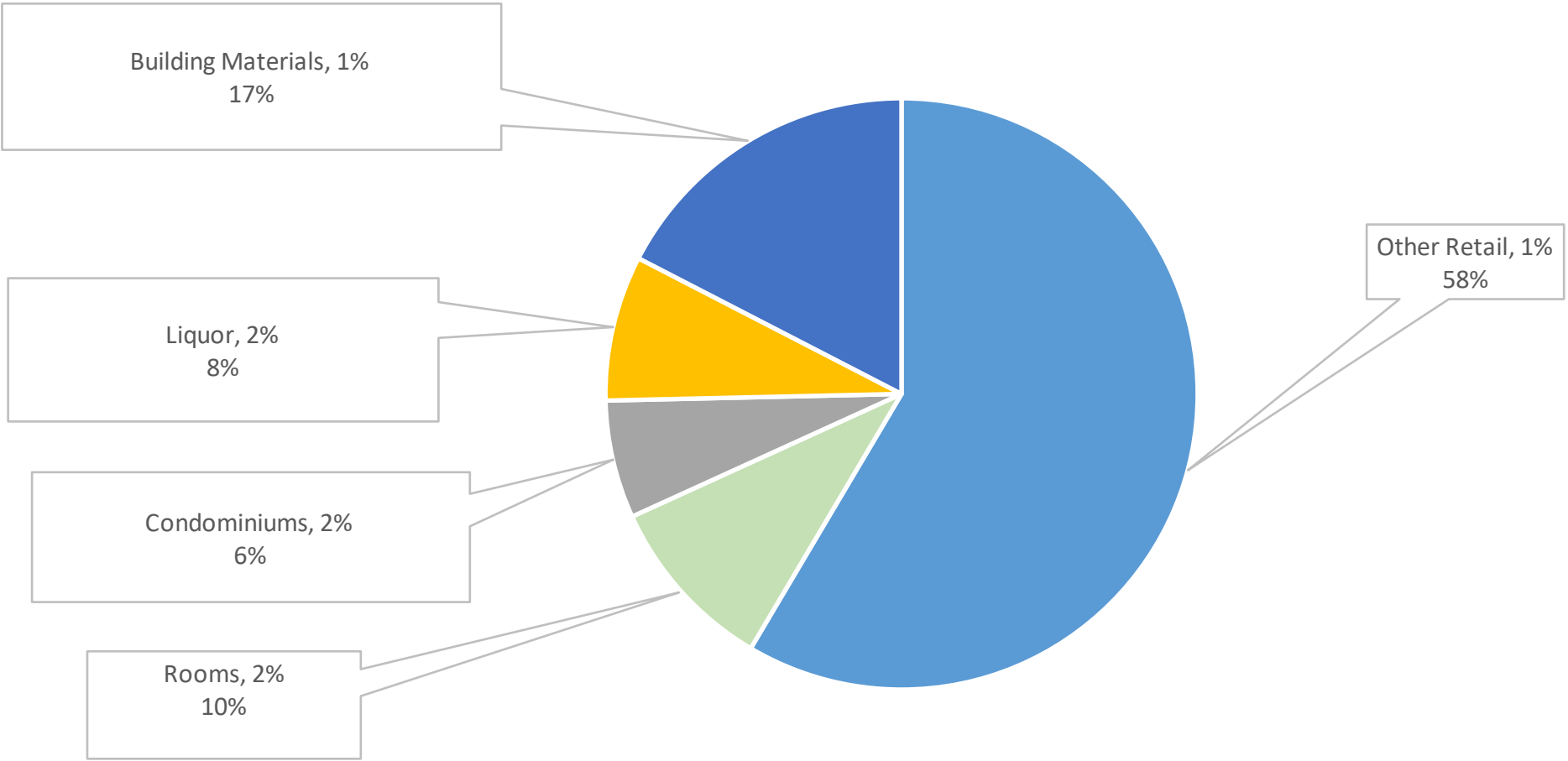


# ORIGINAL LOT

(MONTH OF SALE CY 11 Month)

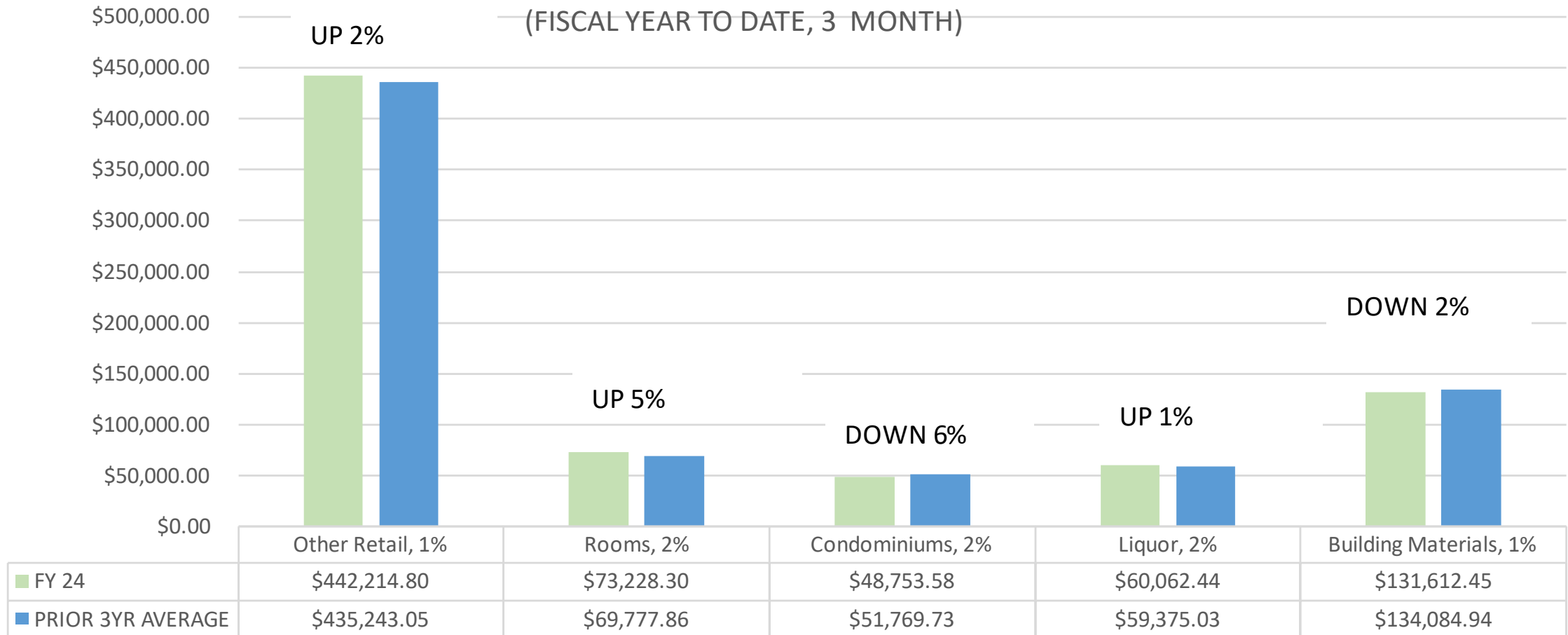


ORIGINAL LOT COLLECTIONS BY SECTOR  
(FISCAL YEAR TO DATE, 3 MONTH)

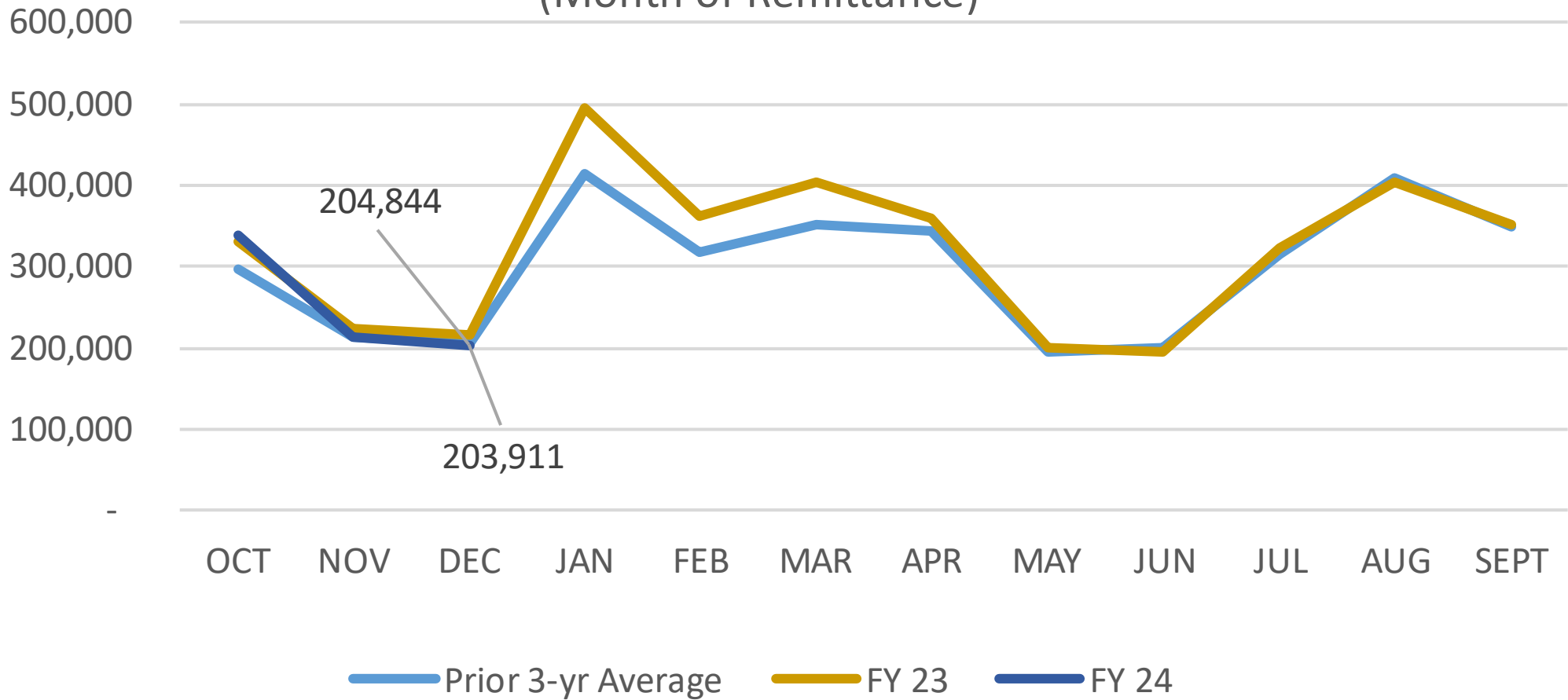


## ORIGINAL LOT SECTOR COMPARISON

(FISCAL YEAR TO DATE, 3 MONTH)



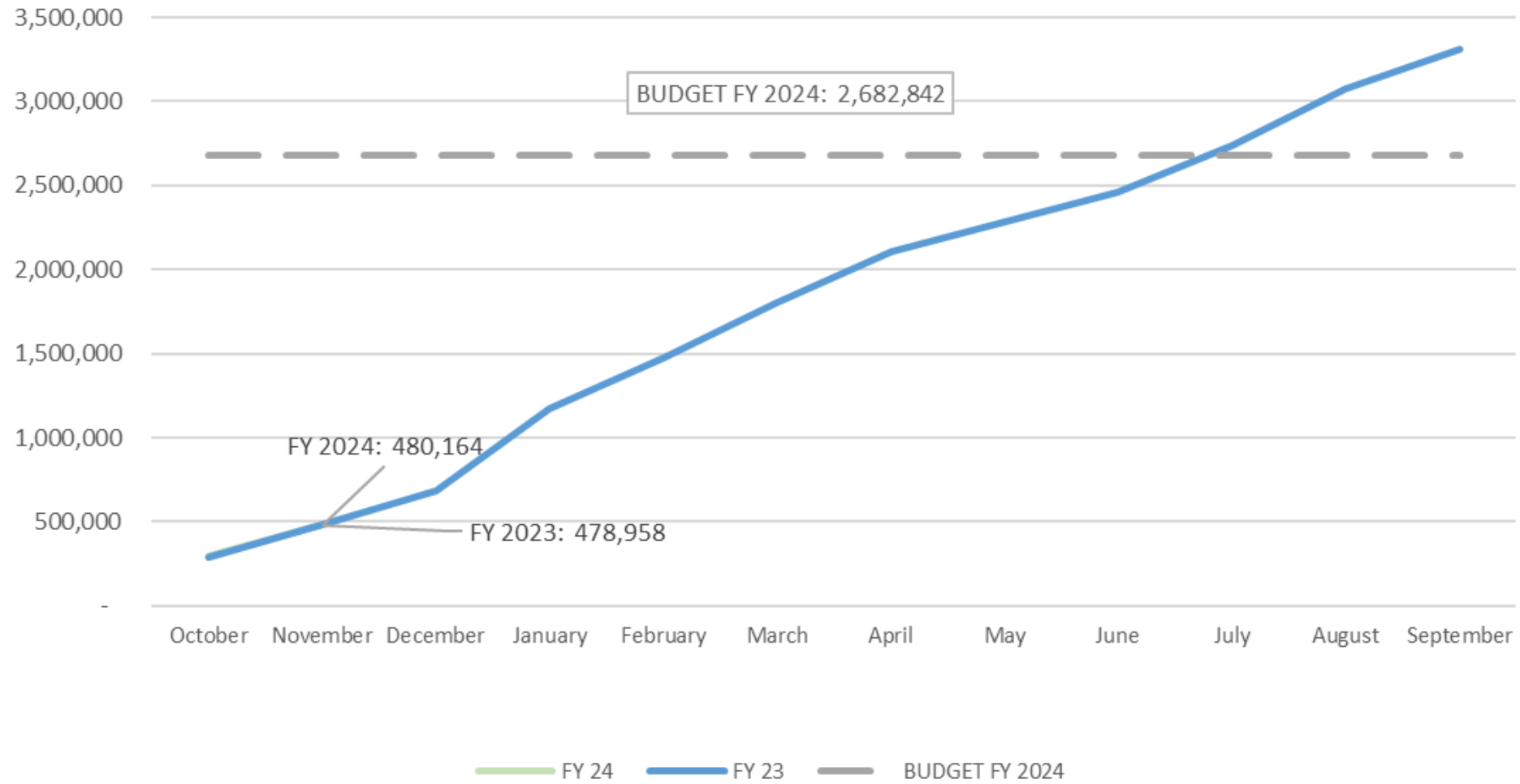
## Original LOT Collections (Month of Remittance)





Add'l 1% LOT

## ADDITIONAL 1% LOT FUND REVENUE



Additional 1% - LOT						
1.	REVENUES		Year to Date	%	Remaining	%
	Approved Budget (Amended)	2,682,842				
	Year to Date (YTD)	664,849				
	Fund Balance		24.8%		2,017,993	75.2%
2.	EXPENDITURES					
	Approved Budget (Amended)	2,682,842				
	SUN VALLEY AIR SERVICE BOARD	229,037				
	SVASB RELEASE FUND BALANCE	-				
	TRANSFER TO ORIG LOT-DIR COST	16,562				
	TRANSFER TO HOUSING	332,425	21.5%		2,437,244	90.8%
3.	MOS June					
4.	Net Position	86,826				
5.	Fund Balance Carry Over FY23	398,343				

	2%	3%	3%	3%	2%		
NOVEMBER MOS	Retail	Room	Condos	Liquor	Building		Totals
Total GL Update Report	246,731.25	16,773.66	20,189.07	20,713.69	84,188.91	=	388,596.58
Sum Divided by	/2	/3	/3	/3	/2		
1% Additional Tax	123,365.60	5,591.22	6,729.69	6,904.56	42,094.46	=	184,685.53
Equals Add .5% SVASB	61,682.80	2,795.61	3,364.85	3,452.28	21,047.23	=	92,342.77
Equals Add .5% HOUSING TRANSFER	61,682.80	2,795.61	3,364.85	3,452.28	21,047.23	=	92,342.77
KETCHUM City Tax	123,365.65	11,182.44	13,459.38	13,809.13	42,094.45	=	203,911.05
							388,596.58

# In-Lieu Housing Fund



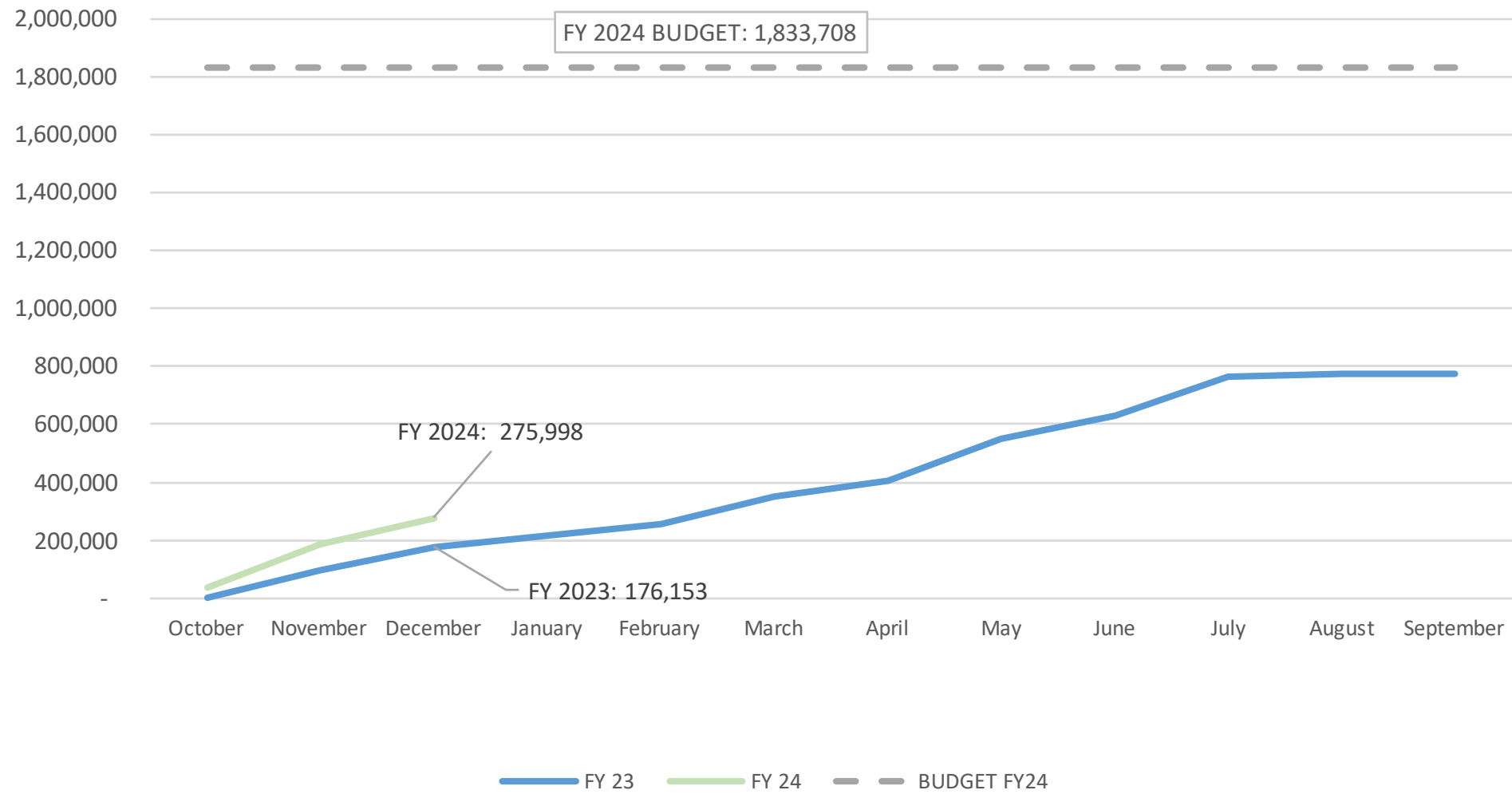
IN-LIEU HOUSING					
1.	REVENUES		Year to Date %	Remaining	%
	Approved Budget		1,320,000		
	Year to Date (YTD)		161,756	12.3%	1,158,244
	Fund Balance YTD		-		87.7%
2.	EXPENDITURES				
	Approved Budget		1,320,000		
	Year to Date (YTD)		-	0.0%	1,320,000
3.	Net Position		161,756		
4.	Fund Balance Carry Over		2,291,856		
	FY 2022 Budgeted for projects		2,500,000		
	FY 2023 Bluebird Additional Funding		800,000		
			3,300,000		

3,300,000	Committed to Bluebird Project	
(551,551)	Paid to KCD Bluebird 8-2022	
2,748,449	Restricted for Bluebird FY2023 Budget	
(768,449)	paid to Blaine Co Title 11-2022	
(1,320,000)	unpaid Bluebird committed FY 2024	
(660,000)	unpaid Bluebird committed END OF PROJECT	
-		

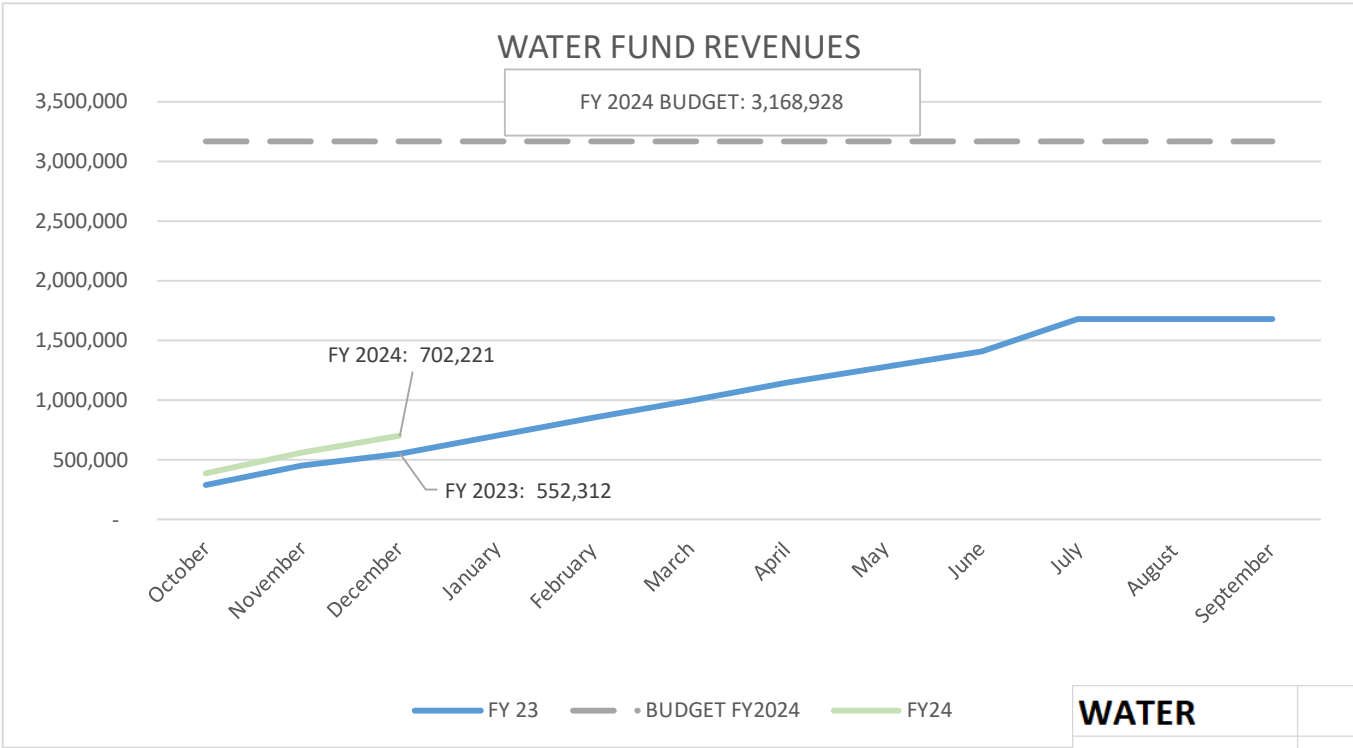
# Community Housing (City/County)Fund

Community Housing (City/County) Fund							
1.	REVENUES		Year to Date	%		Remaining	%
	Approved Budget		1,833,708				
	Year to Date (YTD)		472,121	25.7%		1,361,587	74.3%
	Fund Balance YTD						
2.	EXPENDITURES						
	Approved Budget		1,833,708				
	Year to Date (YTD)		275,998	15.1%		1,557,710	84.9%
3.	Net Position		196,123				
4	Fund Balance Carry Over		304,552				

COMMUNITY HOUSING (CITY/COUNTY) FUND EXPENSE



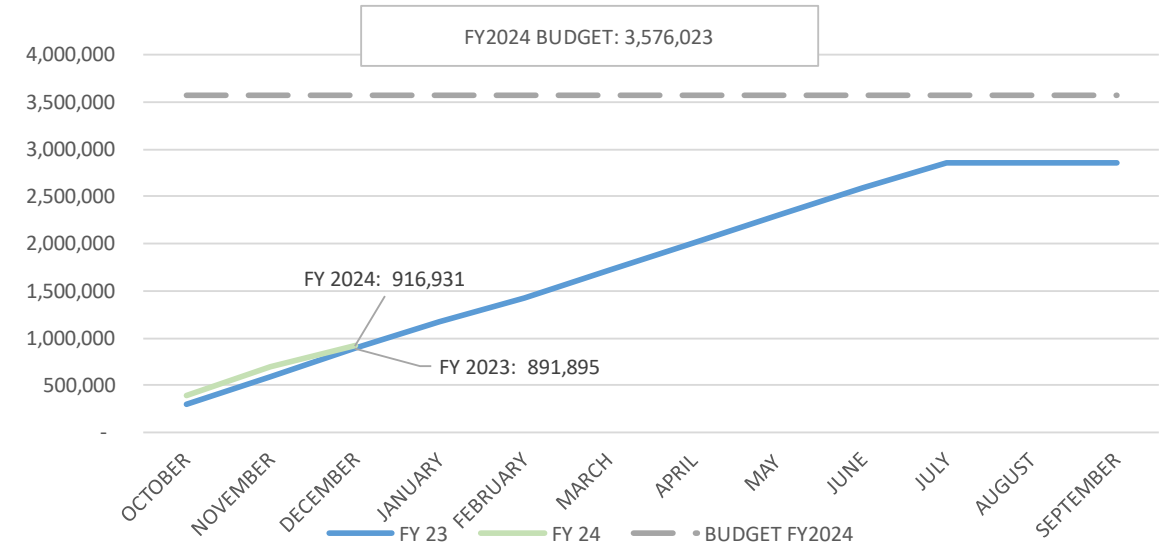
# Enterprise Funds



WATER					
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	3,168,928			
	Year to Date (YTD)	702,221	22.2%	2,466,707	77.8%
2.	EXPENDITURES				
	Approved Budget	3,168,928			
	Year to Date (YTD)	559,725	17.7%	2,609,203	82.3%
3.	Net Position	142,496			
4.	Fund Balance Carry Over FY23	3,287,166			

<b>WATER CIP</b>						
1.	<b>REVENUES</b>		<b>Year to Date</b>	<b>%</b>	<b>Remaining</b>	<b>%</b>
	Approved Budget		785,000			
	Year to Date (YTD)		222,732	28.4%	562,268	71.6%
2.	<b>EXPENDITURES</b>					
	Approved Budget		785,000			
	Year to Date (YTD)		109,368	13.9%	675,632	86.1%
3.	Net Position		113,363			
4.	Fund Balance Carry Over FY23		658,039			

WASTEWATER FUND REVENUES



WASTEWATER					
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	3,576,023			
	Year to Date (YTD)	916,931	25.6%	2,659,092	74.4%
	Fund Balance YTD				
2.	EXPENDITURES				
	Approved Budget	3,576,023		2,915,113	81.5%
	Year to Date (YTD)	660,910	18.5%		
3.	Net Position	256,021			
4.	Fund Balance Carry Over FY23	2,252,971			



<b>WASTEWATER CIP</b>						
1.	REVENUES		Year to Date	%	Remaining	%
	Approved Budget		3,923,653		3,618,923	92.2%
	Year to Date (YTD)		304,730	7.8%		
2.	EXPENDITURES					
	Approved Budget		3,923,653		3,800,718	96.9%
	Year to Date (YTD)		122,935	3.1%		
3.	Net Position		181,795			
4.	Fund Balance Carry Over FY23		8,283,525			



**CITY OF KETCHUM**  
**TREASURER'S QUARTERLY FINANCIAL REPORT**  
**1ST QUARTER FY 2024- DECEMBER 31, 2023**

FUND	BUDGET	PERSONNEL	OPERATING & ADM EXPENSES	CAPITAL OUTLAY	TRANSFERS	% EXP.	RECEIPTS
GENERAL	14,487,699	1,642,788	1,113,089	0	10,000	19.1%	2,264,363
WAGON DAYS	171,250	-600	2,968	0	0	1.4%	48,085
GENERAL CIP	2,102,563	0	0	536,097	0	25.5%	702,362
CITY SALES TAX	3,299,890	0	329,376	0	596,226	28.0%	769,539
LOT-ADDITIONAL 1%	2,682,842	0	229,037	0	348,986	21.5%	664,849
FIRE GO BOND	610,769	0	0	0	0	0.0%	12,877
IN-LIEU HOUSING	1,320,000	0	0	0	0	0.0%	161,756
CITY COUNTY HOUSING	1,833,708	101,229	174,770	0	0	15.1%	472,121
WATER	3,168,928	120,207	177,907	0	261,611	17.7%	702,221
WATER CIP	785,000	0	0	109,368	0	13.9%	222,732
WASTEWATER	3,576,023	195,049	236,447	0	229,414	18.5%	916,931
WASTEWATER CIP	3,923,653	0	0	122,935	0	3.1%	304,730
POLICE TRUST	7,500	0	0	0	0	0.0%	92
PARKS/REC DEV TRUST	1,067,550	0	17,417	0	0	1.6%	47,610
DEVELOPMENT TRUST	650,000	0	235,285	0	0	36.2%	26

CITIZENS ARE INVITED TO INSPECT THE DETAILED SUPPORTING RECORDS OF THE ABOVE  
 FINANCIAL STATEMENTS AT: <https://ketchumidaho.org/administration/page/city-ketchum-financial-reports>.

**PUBLISH JANUARY 17, 2024 IDAHO MOUNTAIN EXPRESS**

SHELLIE GALLAGHER  
 CITY TREASURER



## City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 16, 2024 Staff Member/Dept: Carissa Connelly, Housing Director

Agenda Item: Recommendation to Approve Independent Contractor Agreement 24061 with Rian Rooney

#### Recommended Motion:

I move to approve contract 24061 with Rian Rooney

#### Reasons for Recommendation:

- Rian Rooney has been a vital asset to the Housing Department and will continue to add value
- On contract, Rian's hours can fluctuate as Housing Department needs change

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

##### **Goal 1: Produce + Preserve Community Housing**

##### **Goal 2: Update Policy to Promote Community Housing**

##### **Goal 4: Expand + Leverage Resources**

##### **Goal 5: Inform, Engage + Collaborate**

Rian has proved a valuable and vital asset for the Housing Department since his first contract in July 2022. Rian oversaw the update to a county wide Housing Needs Assessment last Spring. He created a how-to guide on ADU development and is well-positioned to create an ADU incentive program. His planning education and experience make him an ideal liaison with other jurisdictions' planning departments for housing-related reviews on behalf of BCHA, and for interfacing with Ketchum's Planning Department on code and Comprehensive Plan updates. He's been integral in two grant applications, one through Idaho Housing and Finance Association and the most recent one of \$5 million to HUD. There are several other contributions Rian has made to furthering Ketchum's Housing Action Plan.

He has the expertise and ability to work on any project within the Housing Department and is able to operate independently from his remote office, with regular one-on-one check-ins with the Housing Director.

The Housing Department budget for FY24 is for the full amount of the proposed contract, \$96,250. Since it is already January, and dependent on any changes to Rian's other commitments, it is expected that this contract amount would carryover to FY25.

Financial Impact:

None OR Adequate funds exist in account:	Adequate fund in Housing Department budget
--	--

Attachments:

1. Updated, redlined contract
2. Final contract and Purchase Order 24061



City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT 24061 WITH RIAN ROONEY  
FOR HOUSING FELLOW SERVICES**

THIS CONTRACT FOR SERVICES ("AGREEMENT") is made and entered this \_\_\_\_ day of \_\_\_\_ 2024, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City"), and Rian Rooney ("Contractor").

1. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho. Pursuant to Idaho Code §50-301, et seq., the City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
2. The City is experiencing affordable and community housing issues, and is pursuing strategic housing support services to address the issues and implement the Ketchum Community Housing Action Plan.
3. Contractor has the skills and expertise to independently assist and provide strategic housing services as identified.

NOW, THEREFORE, the parties agree as follows:

1. **Description of Services.** Contractor will serve as a Housing Fellow, providing support to the City's Housing Director, and in support of the implementation of the Ketchum Community Housing Action Plan, and tasks as further provided in the attached Scope of Work (together "Services").
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor at an hourly rate respective to the tasks and as specified on the Scope of Work. Contractor shall track and report to the City as to the tasks and activities and all time expended on City housing matters. With pre-approval City will also reimburse Contractor, upon presentation of reports and receipts, for reasonable travel expenses required to provide the Services. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days. The contract will not exceed certain hours as specified on the Scope of Work.
3. **Term.** The term of this Agreement shall be through the duration of Services, not to exceed the specified maximum hours. This term may be renewed or extended upon further written agreement between the parties. Contractor shall provide the Services in a professional and timely manner. The City or the Contractor, at its sole and exclusive option, may terminate this Agreement without penalty upon thirty days written notice to the other party. In the event of such termination, Contractor shall submit a report of expenditures to the City.

4. **Independent Contractor.**

(a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of independent contractor.

(b) In rendering the services contemplated by this Agreement, Contractor is at all times acting as an independent contractor and not as an employee of City. Contractor shall have no rights or obligations as an employee by reason of the Agreement, and City shall not provide Contractor with any employee benefits, including without limitation, any City-sponsored retirement, vacation or health insurance program.

(c) Except as set forth in this Agreement, City shall not exercise any control whatsoever over the manner in which Contractor performs the obligations contemplated herein. Contractor is allowed the discretion to subcontract with other entities as needed per the City's approval.

(d) Contractor may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

(e) City shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Contractor. Contractor hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Contractor's failure to pay such payroll or employment taxes.

5. **Indemnification.** Contractor shall indemnify and hold harmless City and its directors, agents, and employees free, clear, and harmless from and against any and all losses, liabilities, costs, and expenses (including amounts paid in settlement and reasonable attorney fees), claims, penalties, judgments, and damages, resulting from or arising out of, by reason of any act, omission, or negligence of Contractor or its respective agents, employees, or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by the City, directly or indirectly, in conjunction with this Agreement.

6. **Miscellaneous.**

(a) City shall retain proprietary rights over all final findings, reports, and items relating to the Services.

(b) Contractor acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared for City, regardless of physical form or characteristics, may be public records pursuant to the Idaho Public Records Act, Chapter 1 of Title 74 of Idaho Code.

Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

7. **Nonassignment.** This Agreement, in whole or in part, shall not be assigned or transferred to any other party except upon the prior written consent of the City and approved by the City Council.
8. **Amendment.** This Agreement may not be modified or amended except in writing and as signed by all Parties.
9. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.
10. **Law of Idaho.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Idaho.

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

**CITY OF KETCHUM**

**RIAN ROONEY**

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

\_\_\_\_\_  
Rian Rooney

ATTEST:

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

## **FY 2024 HOUSING FELLOW SCOPE OF WORK**

The Housing Fellow will assist in implementing the Housing Action Plan for the City of Ketchum and may provide services to the Blaine County Housing Authority, as necessary. Pay is \$70 per hour, not to exceed \$91,050 or 1,300.7 hours.

The Housing Fellow will be responsible for the following:

1. Draft program frameworks for housing preservation and new construction
  - Assist Housing Director in categorizing and inventorying land and buildings for housing development
  - Develop Accessory Dwelling Unit incentives and communications.
  - Implement homeownership assistance and preservation program
  - Assist with Charitable Sale Implementation and Development
2. Draft policy
  - Assist in developing tenant displacement ordinance
  - Assist in developing an Analysis of Impediments, as per the City's Affirmatively Furthering Fair Housing obligation
  - Draft local non-discrimination ordinance
  - Identify/explore state and federal policy changes to advocate for
  - Assist Planning & Building team on zoning code changes, as needed
3. Grant writing
  - Write grants for relevant funding opportunities
4. Assist in development of outreach materials
  - Draft verbiage for social media posts, monitor public responses
  - Draft verbiage for educational pamphlets, progress reports, etc.
5. Assist in updating the annual Housing Action Plan, by analyzing quantitative and qualitative data
6. Blaine County Housing Authority Support
  - Review and assist with updates to program policies
  - Analysis of annual income limits and rent maximums
  - Review planning applications and provide public comments on behalf of BCHA
  - Other tasks as needed.
7. Other tasks, as needed

### **Design Work Scope**

The Housing Fellow's skills include material and graphic design. Since this is a different line item and pay rate than the Housing Fellow work, this work will be tracked separately. Pay is \$100 per hour, not to exceed \$5,200 or 52 hours .

The Housing Fellow will assist in:

1. Housing Action Plan update and outreach. This includes virtual presentation materials, poster boards for open houses, and updating the HAP document.
2. Assistance in producing materials, such as educational pamphlets, progress reports, and training materials.
3. Additional design tasks, as necessary.





City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT 24061 WITH RIAN ROONEY  
FOR HOUSING FELLOW SERVICES**

THIS CONTRACT FOR SERVICES ("AGREEMENT") is made and entered this \_\_\_\_ day of \_\_\_\_ 2024, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City"), and Rian Rooney ("Contractor").

1. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho. Pursuant to Idaho Code §50-301, et seq., the City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
2. The City is experiencing affordable and community housing issues, and is pursuing strategic housing support services to address the issues and implement the Ketchum Community Housing Action Plan.
3. Contractor has the skills and expertise to independently assist and provide strategic housing services as identified.

NOW, THEREFORE, the parties agree as follows:

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2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor at an hourly rate respective to the tasks and as specified on the Scope of Work. Contractor shall track and report to the City as to the tasks and activities and all time expended on City housing matters. With pre-approval City will also reimburse Contractor, upon presentation of reports and receipts, for reasonable travel expenses required to provide the Services. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days. The contract will not exceed certain hours as specified on the Scope of Work.
3. **Term.** The term of this Agreement shall be through the duration of Services, not to exceed the specified maximum hours. This term may be renewed or extended upon further written agreement between the parties. Contractor shall provide the Services in a professional and timely manner. The City or the Contractor, at its sole and exclusive option, may terminate this Agreement without penalty upon thirty days written notice to the other party. In the event of such termination, Contractor shall submit a report of expenditures to the City.

4. **Independent Contractor.**

(a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of independent contractor.

(b) In rendering the services contemplated by this Agreement, Contractor is at all times acting as an independent contractor and not as an employee of City. Contractor shall have no rights or obligations as an employee by reason of the Agreement, and City shall not provide Contractor with any employee benefits, including without limitation, any City-sponsored retirement, vacation or health insurance program.

(c) Except as set forth in this Agreement, City shall not exercise any control whatsoever over the manner in which Contractor performs the obligations contemplated herein. Contractor is allowed the discretion to subcontract with other entities as needed per the City's approval.

(d) Contractor may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

(e) City shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Contractor. Contractor hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Contractor's failure to pay such payroll or employment taxes.

5. **Indemnification.** Contractor shall indemnify and hold harmless City and its directors, agents, and employees free, clear, and harmless from and against any and all losses, liabilities, costs, and expenses (including amounts paid in settlement and reasonable attorney fees), claims, penalties, judgments, and damages, resulting from or arising out of, by reason of any act, omission, or negligence of Contractor or its respective agents, employees, or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by the City, directly or indirectly, in conjunction with this Agreement.

6. **Miscellaneous.**

(a) City shall retain proprietary rights over all final findings, reports, and items relating to the Services.

(b) Contractor acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared for City, regardless of physical form or characteristics, may be public records pursuant to the Idaho Public Records Act, Chapter 1 of Title 74 of Idaho Code.

Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

7. **Nonassignment.** This Agreement, in whole or in part, shall not be assigned or transferred to any other party except upon the prior written consent of the City and approved by the City Council.
8. **Amendment.** This Agreement may not be modified or amended except in writing and as signed by all Parties.
9. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.
10. **Law of Idaho.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Idaho.

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

**CITY OF KETCHUM**

**RIAN ROONEY**

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

\_\_\_\_\_  
Rian Rooney

ATTEST:

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

## **FY 2024 HOUSING FELLOW SCOPE OF WORK**

The Housing Fellow will assist in implementing the Housing Action Plan for the City of Ketchum and may provide services to the Blaine County Housing Authority, as necessary. Pay is \$70 per hour, not to exceed \$91,050 or 1,300.7 hours.

The Housing Fellow will be responsible for the following:

1. Draft program frameworks for housing preservation and new construction
  - Assist Housing Director in categorizing and inventorying land and buildings for housing development
  - Develop Accessory Dwelling Unit incentives and communications.
  - Implement homeownership assistance and preservation program
  - Assist with Charitable Sale Implementation and Development
2. Draft policy
  - Assist in developing tenant displacement ordinance
  - Assist in developing an Analysis of Impediments, as per the City's Affirmatively Furthering Fair Housing obligation
  - Draft local non-discrimination ordinance
  - Identify/explore state and federal policy changes to advocate for
  - Assist Planning & Building team on zoning code changes, as needed
3. Grant writing
  - Write grants for relevant funding opportunities
4. Assist in development of outreach materials
  - Draft verbiage for social media posts, monitor public responses
  - Draft verbiage for educational pamphlets, progress reports, etc.
5. Assist in updating the annual Housing Action Plan, by analyzing quantitative and qualitative data
6. Blaine County Housing Authority Support
  - Review and assist with updates to program policies
  - Analysis of annual income limits and rent maximums
  - Review planning applications and provide public comments on behalf of BCHA
  - Other tasks as needed.
7. Other tasks, as needed

### **Design Work Scope**

The Housing Fellow's skills include material and graphic design. Since this is a different line item and pay rate than the Housing Fellow work, this work will be tracked separately. Pay is \$100 per hour, not to exceed \$5,200 or 52 hours .

The Housing Fellow will assist in:

1. Housing Action Plan update and outreach. This includes virtual presentation materials, poster boards for open houses, and updating the HAP document.
2. Assistance in producing materials, such as educational pamphlets, progress reports, and training materials.
3. Additional design tasks, as necessary.



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

**PURCHASE ORDER**  
BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 24061**

<b>To:</b> 5853 RIAN ROONEY 21A ST. FELIX ST APARTMENT 3 BROOKLYN NY 11217	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
01/11/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	INDEPENDENT CONTRACTOR FOR HOUSIN 54-4410-4200	96,500.00	96,500.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		96,500.00

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



## City of Ketchum

### PROCUREMENT MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

#### Recommended Motion:

"I move to approve Purchase Order 24060 to Electrical Wholesale Supply Company, Inc. for Variable Frequency Drives for the not to exceed amount of \$144,125.00."

#### Summary of Procurement Process:

Bidder	Bid Price
Electrical Wholesale Supply Company, Inc.	\$144,125.00
CES Twin Falls	\$216,993.00
MP Predictive Technologies, Inc.	\$434,113.10

Low Bid Contractor	Bid Price	Budget Account/Number
Electrical Wholesale Supply Company, Inc.	\$144,125.00	WW CIP/67-4350-7815

#### Background (if necessary):

- This is part of the aeration basin/blower upgrades project of the current Capital Improvement Plan.

#### Sustainability Impact:

None OR state impact here: Variable Frequency Drives adjust the equipment to which they are connected to use the least amount of electricity as possible. They increase the efficiency and life expectancy of each piece of equipment.

#### Attachments:

1. Purchase Order 24060
2. Electrical Wholesale Supply Quotation #Q-4501323
3. Agreement Between Buyer and Seller
4. Notice of Award for Procurement Contracts



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

## PURCHASE ORDER

BUDGETED ITEM? ☐ Yes ☐ No

**PURCHASE ORDER - NUMBER: 24060**

<b>To:</b> 5722 ELECTRICAL WHOLESALE SUPPLIES 1910 ELECTRA LANE HAILEY ID 83333	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
01/09/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	VFD'S PER QUOTATION #Q-4501323 67-4350-7815	144,125.00	144,125.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		144,125.00

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

**Expiration Date: 01/12/24**

## Quotation

**TO:**

CASH SALE SUN VALLEY  
1910 ELECTRA LANE  
P O BOX 4560  
HAILEY, ID 83333

**Project Info:**

Project: City Of Ketchum VFD's  
Job #: 9867  
Bid Date: 12/13/23  
Bid Time: 02:00 PM MST  
Quoter: Stephen Lyons (MR)

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
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### 1. VFD'S

VFD	1		ATV960C13T4N2AAWABNXP250			
VFD	1		ATV960C13T4N2AAWABNXP250			
VFD	1		ATV960D22T4N2AAWABNX			
VFD	1		ATV960D22T4N2AAWABNX			
VFD	1		ATV960D22T4N2AAWABNX			
VFD	1		ATV960U40T4N2AAWABNX			
VFD	1		ATV960D15T4N2AAWABNX			
VFD	1		ATV960D15T4N2AAWABNX			
VFD	1		ATV960D15T4N2AAWABNX			

**From:**

EWSCO SUN VALLEY BRANCH 12  
PHONE 208-788-1819  
1910 ELECTRA LANE  
HAILEY, ID 83333  
Printed By: Stephen Lyons (MR)

**Notes**

Taxes Not Included  
<https://customers.electricalwholesale.com/index.jsp?path=tos>



Project: City Of Ketchum VFD's

**Expiration**

**01/12/24**

## Quotation

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
VFD	1		ATV960D15T4N2AAWABNX			
VFD	1		START UP AND TRAINING			
Subtotal of 1. VFD'S						144,125.00

**From:**

EWSCO SUN VALLEY BRANCH 12  
PHONE 208-788-1819  
1910 ELECTRA LANE  
HAILEY, ID 83333  
Printed By: Stephen Lyons (MR)

**Notes**

Taxes Not Included  
<https://customers.electricalwholesale.com/index.jsp?path=tos>

**Prepared By:**

John Van Orden  
ELECTRICAL WHOLESALE SUP CO INC  
220 West Maple  
Pocatello, ID 83206  
john.vanorden@electricalwholesale.com  
D:2082205443

**Proposal Name:** City of Ketchum

**Quote Name:** City of Ketchum

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**Proposal Number:** P-231027-4082131

**Quote Number:** Q-4501323

**Quote Date:** 10/27/2023

**Through Addenda Number:** 0

**Sales Representative:** Dennis Paul

**Conditions of Sale**

*This Quotation is subject to Coordinated Project Terms. See <https://www.se.com/us/en/download/document/0100PL0043/>*

Quoted price in currencies other than U.S. Dollars is per the annual Schneider Electric exchange guidance.

Quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Seq #	Qty	Product Description
1	1	<b>Designation :</b> <b>Product Details:</b> 1 - ATV960C13T4N2AAWABNXEP250-Altivar 960 ATV960C13T4N2AAWABNXEP250 Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 200 Horsepower Sized for Normal duty. Drive controller rated for 250 Max. Output Amps Type 12 Enclosure UL508A Label RAL7035 (Gray) Power Circuit W: Drive combination package Dv/Dt Motor Filter Control options: Hand-Off-Auto selector switch Speed Potentiometer Pilot light options: Power on pilot light (red) Run pilot light (green) Trip pilot light (yellow) Auxiliary contacts: 1 NO/NC run contact 1 NO/NC trip contact 1 NO auto mode contact A09 - 5% Line Impedance EP250- Power up ON delay timer Output Filter This device contains selected features that require factory engineered configurations. Standard published lead times no longer apply. Enclosure dimensions are subject to change.

Seq #	Qty	Product Description
2	1	<b>Designation :</b> <b>Product Details:</b> 1 - ATV960C13T4N2AAWABNXEP250-Altivar 960 ATV960C13T4N2AAWABNXEP250 Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 200 Horsepower Sized for Normal duty. Drive controller rated for 250 Max. Output Amps Type 12 Enclosure UL508A Label RAL7035 (Gray) Power Circuit W: Drive combination package Dv/Dt Motor Filter Control options: Hand-Off-Auto selector switch Speed Potentiometer Pilot light options: Power on pilot light (red) Run pilot light (green) Trip pilot light (yellow) Auxiliary contacts: 1 NO/NC run contact 1 NO/NC trip contact 1 NO auto mode contact A09 - 5% Line Impedance EP250- Power up ON delay timer Output Filter This device contains selected features that require factory engineered configurations. Standard published lead times no longer apply. Enclosure dimensions are subject to

change.

Seq #	Qty	Product Description
3	1	<b>Designation :</b> <b>Product Details:</b> 1 - ATV960D22T4N2AAWABNX-Altivar 960 ATV960D22T4N2AAWABNX Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 30 Horsepower Sized for Normal duty. Drive controller rated for 46.3 Max Output Amps Type 12 Enclosure UL508A Label RAL7035 (Gray) Power Circuit W: Drive combination package Dv/Dt Motor Filter Control options: Hand-Off-Auto selector switch Speed Potentiometer Pilot light options: Power on pilot light (red) Run pilot light (green) Trip pilot light (yellow) Auxiliary contacts: 1 NO/NC run contact 1 NO/NC trip contact A09 - 5% Line Impedance Output Filter

Seq #	Qty	Product Description
4	1	<b>Designation :</b> <b>Product Details:</b> 1 - ATV960D22T4N2AAWABNX-Altivar 960 ATV960D22T4N2AAWABNX Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 30 Horsepower Sized for Normal duty. Drive controller rated for 46.3 Max Output Amps Type 12 Enclosure UL508A Label RAL7035 (Gray) Power Circuit W: Drive combination package Dv/Dt Motor Filter Control options: Hand-Off-Auto selector switch Speed Potentiometer Pilot light options: Power on pilot light (red) Run pilot light (green) Trip pilot light (yellow) Auxiliary contacts: 1 NO/NC run contact 1 NO/NC trip contact A09 - 5% Line Impedance Output Filter

Seq #	Qty	Product Description
5	1	<b>Designation :</b> <b>Product Details:</b> 1 - ATV960D22T4N2AAWABNX-Altivar 960 ATV960D22T4N2AAWABNX Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 30 Horsepower

Sized for Normal duty.  
 Drive controller rated for 46.3 Max Output  
 Amps  
 Type 12 Enclosure  
 UL508A Label  
 RAL7035 (Gray)  
 Power Circuit W: Drive combination package  
 Dv/Dt Motor Filter  
 Control options:  
 Hand-Off-Auto selector switch  
 Speed Potentiometer  
 Pilot light options:  
 Power on pilot light (red)  
 Run pilot light (green)  
 Trip pilot light (yellow)  
 Auxiliary contacts:  
 1 NO/NC run contact  
 1 NO/NC trip contact  
 A09 - 5% Line Impedance  
 Output Filter

Seq #	Qty	Product Description
6	1	<b>Designation :</b> <b>Product Details:</b> 1 - ATV960U40T4N2AAWABNX-Altivar 960 ATV960U40T4N2AAWABNX Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 5 Horsepower Sized for Normal duty. Drive controller rated for 9.3 Max Output Amps Type 12 Enclosure UL508A Label RAL7035 (Gray) Power Circuit W: Drive combination package Dv/Dt Motor Filter Control options: Hand-Off-Auto selector switch Speed Potentiometer Pilot light options: Power on pilot light (red) Run pilot light (green) Trip pilot light (yellow) Auxiliary contacts: 1 NO/NC run contact 1 NO/NC trip contact A09 - 5% Line Impedance Output Filter

Seq #	Qty	Product Description
7	1	<b>Designation :</b> <b>Product Details:</b> 1 - ATV960D15T4N2AAWABNX-Altivar 960 ATV960D15T4N2AAWABNX Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 20 Horsepower Sized for Normal duty. Drive controller rated for 31.7 Max Output Amps Type 12 Enclosure UL508A Label RAL7035 (Gray) Power Circuit W: Drive combination package Dv/Dt Motor Filter Control options: Hand-Off-Auto selector switch Speed Potentiometer Pilot light options: Power on pilot light (red)

Run pilot light (green)  
 Trip pilot light (yellow)  
 Auxiliary contacts:  
 1 NO/NC run contact  
 1 NO/NC trip contact  
 A09 - 5% Line Impedance  
 Output Filter

Seq #	Qty	Product Description
8	1	<b>Designation :</b> <b>Product Details:</b> 1 - ATV960D15T4N2AAWABNX-Altivar 960 ATV960D15T4N2AAWABNX Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 20 Horsepower Sized for Normal duty. Drive controller rated for 31.7 Max Output Amps Type 12 Enclosure UL508A Label RAL7035 (Gray) Power Circuit W: Drive combination package Dv/Dt Motor Filter Control options: Hand-Off-Auto selector switch Speed Potentiometer Pilot light options: Power on pilot light (red) Run pilot light (green) Trip pilot light (yellow) Auxiliary contacts: 1 NO/NC run contact 1 NO/NC trip contact A09 - 5% Line Impedance Output Filter

Seq #	Qty	Product Description
9	1	<b>Designation :</b> <b>Product Details:</b> 1 - ATV960D15T4N2AAWABNX-Altivar 960 ATV960D15T4N2AAWABNX Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 20 Horsepower Sized for Normal duty. Drive controller rated for 31.7 Max Output Amps Type 12 Enclosure UL508A Label RAL7035 (Gray) Power Circuit W: Drive combination package Dv/Dt Motor Filter Control options: Hand-Off-Auto selector switch Speed Potentiometer Pilot light options: Power on pilot light (red) Run pilot light (green) Trip pilot light (yellow) Auxiliary contacts: 1 NO/NC run contact 1 NO/NC trip contact A09 - 5% Line Impedance Output Filter

Seq #	Qty	Product Description
10	1	<b>Designation :</b> <b>Product Details:</b>

1 - ATV960D15T4N2AAWABNX-Altivar 960  
ATV960D15T4N2AAWABNX  
Main circuit breaker disconnect  
100k AIC rated  
Selected for 460 Vac 3 phase motor  
20 Horsepower  
Sized for Normal duty.  
Drive controller rated for 31.7 Max Output  
Amps  
Type 12 Enclosure  
UL508A Label  
RAL7035 (Gray)  
Power Circuit W: Drive combination package  
Dv/Dt Motor Filter  
Control options:  
Hand-Off-Auto selector switch  
Speed Potentiometer  
Pilot light options:  
Power on pilot light (red)  
Run pilot light (green)  
Trip pilot light (yellow)  
Auxiliary contacts:  
1 NO/NC run contact  
1 NO/NC trip contact  
A09 - 5% Line Impedance  
Output Filter

**SECTION 00 50 13**  
**AGREEMENT BETWEEN BUYER AND SELLER**

This Agreement is between the **CITY OF KETCHUM, IDAHO and SUN VALLEY WATER & SEWER DISTRICT** (Ketchum / SVWSD; Buyer) and

**ELECTRICAL WHOLESAL SUPPLY COMPANY, INC.** \_\_\_\_\_ (Seller).

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - GOODS AND SPECIAL SERVICES**

- 1.01 Seller shall furnish to Buyer the Goods and Special Services as specified or indicated in the Contract Documents.

**ARTICLE 2 - THE PROJECT**

- 2.01 The Project for which the Goods and Special Services to be provided under the Contract Documents may be the whole or only a part is generally described as follows:

**Ketchum / SVWSD WRF Equipment Procurement – VFDs**

**ARTICLE 3 - ENGINEER**

- 3.01 The Contract Documents for the Goods and Special Services have been prepared by HDR Engineering, Inc., who is hereinafter called Engineer and who is to assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the furnishing of Goods and Special Services.

**ARTICLE 4 - POINTS OF DESTINATION**

- 4.01 The places where the Goods are to be delivered are defined in the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS as the Points of Destination and designated as: City of Ketchum / Sun Valley Water and Sewer District Water Reclamation Facility (Ketchum / SVWSD WRF).

**ARTICLE 5 - CONTRACT TIMES**

5.01 *Time of the Essence*

- A. All time limits for Milestones, the delivery of Goods and the furnishing of Special Services as stated in the Contract Documents are of the essence. The statement herein that time is of the essence shall not be construed to limit the Seller's cure rights as set forth in the Contract Documents upon default, or any other provision of the Contract Documents or under applicable law that would afford Seller a time certain or a reasonable time to perform its contractual obligations.

5.02 Dates for Goods and Special Services

- A. Special Services required by the Contract Documents will be performed pursuant to the schedule set forth:



<u>ITEM NO.</u>	<u>MILESTONE EVENT</u>	<u>CONTRACT TIMES</u>	<u>CALENDAR DAYS</u>
1	Shop Drawing Submittals		
a	Equipment Data/Cut Sheets, Electrical Drawings, , Control Schematics.	After date of Agreement	70
2	Review of Shop Drawing Submittals (by Engineer)	After Shop Drawing Submittal (item 1.a.)	14
3	Fabrication & Delivery of Goods	After Approval of Shop Drawings by Engineer (item 2)	280
4	Spare Parts	With Delivery of Goods	-
5	Installation Manuals	After Approval of Shop Drawings by Engineer (item 2)	140
6	Final O&M Manual	After Approval of Shop Drawing by Engineer (item 2)	210
7	Completion of installation inspection, verification of wiring, testing, tune-up, adjustment, and performance.	Time Period after Installation Contractor states equipment is ready for commencement of manufacturer's field services	42
8	Operator Training (3 days)	Time Period after Installation Contractor states equipment is ready for commencement of manufacturer's field services	60
9	Successful Completion of Performance Demonstration Period (14 days uninterrupted operation)	Time Period after Installation Contractor states equipment is ready for commencement of manufacturer's field services	60

### 5.03 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified for delivery of Goods and Special Services, plus any extensions thereof allowed in accordance with Article 7 of the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements for delivery of Goods and Special Services. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500.00 for each calendar day that expires after the time specified for delivery of each item. The maximum total amount for liquidated damages shall be limited to ten (10) percent of the Total Contract Price in Article 6.
- B. The liquidated damages provided in this Specification Section shall be Buyer's sole and exclusive remedy for Seller's late delivery of Goods and Special Services. Seller shall have no liability to Buyer under this Article if Seller's delay causes no damages or losses to Buyer.
- C. If Seller is prevented from achieving the delivery times, milestone submittal dates or response times, as defined in Article 5.02A. and 5.02.B., for any reason beyond Seller's reasonable

control and not attributable to its actions or inactions, Seller shall not be assessed liquidated damages and shall be entitled to an adjustment of the Contract Times in an amount equal to the duration of the reason or event causing the delay in delivery to the extent that the delay is caused by Buyer.

- D. Upon receipt of Buyer's Notification to Proceed with Fabrication of Equipment that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery (the "Alternate Delivery Site"). Provided the parties agree to a Variation to take into account any additional cost or delay incurred by Seller in implementing this change, the Alternate Delivery Site shall become the agreed place of delivery for all purposes under this Agreement. In such event the following conditions shall apply: (i) title and risk of loss shall pass to the Buyer upon delivery of the products to the Alternate Delivery Site; (ii) any amounts payable to the Seller upon delivery or shipment shall become payable upon delivery of the products to the Alternate Delivery Site; (iii) any additional expenses incurred by the Seller in connection with such shipment to storage shall become payable by the Buyer upon submission of the Seller's invoice(s) (including but not limited to costs of any additional transportation, preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any applicable taxes); (iv) transportation of the products from the storage facility to their place of installation shall be the Buyer's responsibility; and, (v) if the Contract includes Services, subject to the terms and conditions in the Contract the Seller shall resume provision of Services to Buyer when instructed to do so by Buyer provided that all amounts due hereunder plus any cost incurred by Seller in delaying such Services have been paid.

#### ARTICLE 6 - CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds pursuant to the schedule below:

<u>MILESTONE EVENT</u>	<u>PERCENT PAYMENT AT EACH EVENT</u>	<u>PRICE</u>
Notice to Proceed	20	\$28,825.00
Approval of Shop Drawing Submittals	20	\$28,825.00
Delivery of Goods & Installation Manuals	50	\$72,062.50
Final Installation Certification / O&M Manual	5	\$7,206.25
Satisfactory Install Certification/Performance	5	
Testing/Operator Training		\$7,206.25
<b>Total Price</b>	<b>100</b>	<b>\$144,125.00</b>

## ARTICLE 7 - PAYMENT PROCEDURES

### *7.01 Submittal and Processing of Payments*

- A. Seller shall submit Applications for Payment to Buyer in accordance with the Contract Documents. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

### *7.02 Progress Payments*

- A. Buyer shall make payments on account of the Contract Price on the basis of Seller's Applications for Payment as recommended by Engineer for items listed in Article 6.

### *7.03 Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.06 of the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS, Buyer shall make final payment thirty (30) days after acceptance by the City Council.

## ARTICLE 8 - INTEREST

- 8.01 All moneys not paid when due hereunder shall bear interest at the maximum statutory rate allowed by law at the place of BUYER'S project in accordance with State of Idaho.

## ARTICLE 9 - SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.
- G. Seller's relationship to the Buyer in performance of this Agreement is that of an Independent Contractor. The personnel performing services under this Agreement shall at all times be under the Seller's exclusive direction and control and not employees of the Buyer. Seller shall pay all wages, salaries and other amounts due to its employees in connection with this agreement and shall be responsible for all applicable state, federal, and local reports and obligations respecting

them such as labor wages, social security, income tax withholding, unemployment compensation and similar matters.

## ARTICLE 10 - CONTRACT DOCUMENTS

### 10.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement for Procurement Contracts.
  2. Performance Bond for Procurement Contracts.
  3. Payment Bond for Procurement Contracts.
  4. General Conditions for Procurement Contracts.
  5. Supplementary Conditions for Procurement Contracts.
  6. Specifications as listed in table of contents.
  7. Drawings as listed in table of contents.
  8. Addenda (Numbers   0   to   0  , inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Seller for BID ~~prior to Notice of Award~~;  
**Exhibit A: Quotation dated 12/13/2023 by Quoter: Stephen Lyons (2 pages) and John Van Orden (58 pages).**
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Written Amendment(s).
    - c. Change Order(s).
    - d. Field Order(s).
    - e. Engineer's Written Interpretation(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this ARTICLE 10 – CONTRACT DOCUMENTS.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS.

## ARTICLE 11 - MISCELLANEOUS

### 11.01 *Defined Terms*

- A. Terms used in this Agreement will have the meanings indicated in the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS and the SUPPLEMENTARY CONDITIONS FOR PROCUREMENT CONTRACTS.

### 11.02 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

### 11.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 11.04 *Limitations of Liability*

- A. Notwithstanding any other provisions of the Contract Documents, the Supplier's total liability for direct, indirect, incidental, special, punitive or other damages arising at any time under any of the Contract Documents or otherwise in connection with completing the Contract (whether arising under breach of contract, tort, strict liability, or any other theory of law) shall not exceed the amount of the Contract Price.

### 11.05 *Performance and Payment Bond*

- A. For the faithful performance of this Agreement Between Buyer and Seller in accordance with the Contract Documents and payment for all labor and materials as specified in Section 00 41 13 – Procurement Bid Form, the Seller shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the price stated, said bonds to be executed by a surety company authorized to do business in the State of Idaho.

### 11.06 *Sales Tax*

- A. The Buyer will provide to the Seller a copy of Idaho State Tax Commission Sales Tax Resale or Exemption Certificate (ST-101) for the Seller's records. The Equipment is Sales Tax Exempt by both item 3. Exempt Buyer (Federal/Idaho Government Entity) and item 5. Other Exempt Goods and Buyers (Pollution Control items). If the State of Idaho determines the equipment is not Tax Exempt, Buyer will reimburse Seller by Change Order for the Sales Tax paid to the State (actual paid amount only, receipt required).

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in duplicate. One counterpart each has been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

**ELECTRICAL WHOLESALE SUPPLY COMPANY, INC.**

\_\_\_\_\_  
Seller Company Name

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

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Seal (if applicable)

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

Buyer: City of Ketchum, Idaho

Buyer: Sun Valley Water and Sewer District

By: Neil Bradshaw

By: Jim Loyd

Title: City of Ketchum, Idaho Mayor

Title: SVWSD Chairman

Executed on \_\_\_\_/\_\_\_\_, 2023

Executed on \_\_\_\_/\_\_\_\_, 2023

Attest By:

Attest By:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Approved to as Form:

\_\_\_\_\_  
Approved to as Form:

**END OF SECTION**

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**SECTION 00 51 16**  
**NOTICE OF AWARD FOR PROCUREMENT CONTRACTS**  
For  
**Ketchum / SVWSD WRF Equipment Procurement – VFDs**  
For  
Ketchum / SVWSD

Dated: DECEMBER 29, 2023

TO: ELECTRICAL WHOLESALE SUPPLY COMPANY, INC  
(Successful BIDDER - SELLER)  
ADDRESS: 220 West Maple  
Pocatello, ID 83206  
Attn: John Van Orden

CONTRACT FOR: **Ketchum / SVWSD WRF Equipment Procurement – VFDs**  
**Ketchum / SVWSD**

You are notified that the Contract Time under the above contract will commence to run on as of the date of the Notice of Proceed for Procurement Contracts. By that date, you are to start performing your obligations under the Contract Documents.

Within fifteen (15) days of this Notice of Award for Procurement Contracts, you must deliver to the Buyer:

- Certificates of insurance are required to be purchased and maintained in accordance with the Contract Documents.
- Signed Copy of the Agreement Between Buyer and Seller.
- Bonds are required to be purchased and maintained in accordance with the Contract Documents.
- All applicable licenses required by the contract documents.

City of Ketchum, Idaho (Ketchum) and Sun Valley Water and Sewer District (SVWSD)  
(Buyer)

By:   
(Ketchum's Authorized Signatory)

TRENT DONAT - CITY CLERK & BUSINESS MANAGER  
(printed name and title)

(Use Certified Mail,  
Return Receipt Requested)

**END OF SECTION**

HDR Project No. 10360008

City of Ketchum and Sun Valley Water and Sewer District  
Ketchum-SVWSD WRF Equipment Procurement - VFDs  
NOTICE OF AWARD FOR PROCUREMENT CONTRACTS  
00 51 16 - 1

November 29, 2023  
Issued for Bid





## City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 16, 2024 Staff Member/Dept: Abby Rivin & Adam Crutcher/Planning

Agenda Item: Recommendation to review and approve the Citizens Advisory Committee and Code Advisory Group member lists for the Cohesive Ketchum: Comprehensive Plan & Code Update project.

#### Recommended Motion:

"I move to approve the Citizens Advisory Committee and Code Advisory Group member lists for the Cohesive Ketchum project."

#### Reasons for Recommendation:

- As specified in the public engagement plan, the Cohesive Ketchum project will be supported by three advisory groups—the Citizens Advisory Committee (CAC), Code Advisory Group (CAG), and Technical Advisory Group (TAG).
- The CAC is comprised of representatives from different neighborhoods and local businesses within Ketchum and its area of city impact. The CAC will be engaged to provide input on individual elements and subject matter content for the updated Comprehensive Plan.
- CAG members include representatives from the Planning & Zoning Commission, City departments, and outside stakeholders that have a technical background and knowledge of the City's land use regulations. The CAG will provide input on interim documents associated with the Code Update.
- The TAG, which was established by the City in 2023, will provide strategic input and guidance on community design and development issues related to both the Comprehensive Plan and Code Update processes.

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

#### Sustainability Impact:

None OR state impact here: The Comprehensive Plan Update will provide an opportunity to clarify the City's sustainability and community resilience priorities and take steps to mitigate risk. Updates to the Comprehensive Plan will build from the City's ongoing involvement as part of the Blaine County Regional Sustainability and Climate Program (5B Can) with an emphasis on strategies that Ketchum can advance through its land use regulations and day-to-day operations.

#### Financial Impact:

None OR Adequate funds exist in account:	No additional financial resources are required for the facilitation of the CAC & CAG.
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#### Attachments:

- CAC & CAG Member Lists

## Cohesive Ketchum

### Citizens Advisory Committee & Code Advisory Group Member Lists

As of January 10, 2024

#### Citizens Advisory Committee (CAC) Members

1. Gretchen Gorham
2. Carol Gullstad
3. Tim Negrey
4. Matt Gorby
5. Susan Scovell
6. Nani Stoick
7. Amy Anderson
8. Cory Smith
9. Chris Helgeson
10. Mattie Mead
11. Andy Cooley
12. Annie Gilbert
13. Kristian Witaker
14. Adelaide Smithmason
15. Paige Lethbridge
16. Sara Seppa
17. John Sofro

#### Code Advisory Group Members (CAG) Members

1. Susan Passavoy, Planning & Zoning Commissioner
2. Alex Nelson, Civil Engineer
3. Michael Doty, Architect & TAG Representative
4. Lucas Winter, Architect
5. Rob King, Landscape Architect
6. Nicole Ramey, Architect
7. Hunter Todd, Architect
8. Jolyon Sawrey, Architect
9. Kathryn Rixon, Real Estate Agent
10. Paige Nied, City Department Representative



## CITY OF KETCHUM

### City Hall

office: 208.726.3841

participate@ketchumidaho.org

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

ketchumidaho.org

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 16, 2024 Staff Member/Dept: Paige Nied, Associate Planner  
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and conduct the first reading of Ordinance 1253, amendments to Title 15 of the Ketchum Municipal Code.

### Recommended Motion:

"I move to approve the first reading of Ordinance 1253 by title only."

### Reasons for Recommendation:

- As part of the Building Department migration, City staff conducted an audit of code provisions related to Building Department functions. Staff also received feedback from the development and construction community during our bi-annual Development and Construction meeting of items that needed to be clarified for a smooth transition. All proposed changes were distributed to the Technical Advisory Group (TAG) and other construction and development stakeholders for review and comment.
- Removal of the building permit expiration amendments (Ordinance 1217, adopted in 2021) to align with the City-adopted International Building Code and International Residential Code will simplify the requirements and reflect industry standard best practices.
- Providing the Building Official authority to approve an extension of the maximum project duration on a case-by-case basis will provide flexibility for large scale projects and reduce administrative processing time at the end of construction projects.
- Reorganizing and clarifying the construction activity standards will increase readability and address feedback the City received.
- Additional construction activity standards will improve construction site safety for the general public.

### Policy Analysis and Background:

The impetus for Ordinance 1253 stems from the need to clarify and enhance Sections 15.04.020 and 15.06.030 within Title 15 of the Ketchum Municipal Code identified during the Building Department migration process. As part of this process, staff received recommendations from the City's new contracted Building Official and feedback from stakeholders during the bi-annual Development and Construction meeting. Staff believes it important to address feedback the City has received, as we have committed to the smoothest Building Department transition possible which includes clear process expectations and consistency of requirements. By refining and clarifying these sections of Title 15, the goal is to create a more user-friendly code for both the public and City staff to ensure consistency in plan review comments and clear expectations for construction timelines. Ordinance 1253 incorporates amendments to two sections of Title 15, Section 15.04.020 – Amendments and Section 15.06.030 – Construction Activity Standards and

Plan. A redlined version of the ordinance and a clean version of the ordinance can be found in Attachments 1 and 2 respectively.

#### Section 15.04.020 - Amendments

The first revision includes removing the City's building permit expiration amendment and reverting to the building permit expiration provisions of the City-adopted International Building Code (IBC) and International Residential Code (IRC). During internal discussions between staff and the new Building Official, staff was advised that aligning with the IBC and IRC for building permit expiration is best practice. The removal of the building permit expiration amendments aims to increase public understanding and promote clarity by reflecting the regulations of the City-adopted building codes.

The second revision to this section includes an amendment to the maximum project duration provision. Currently, the KMC imposes a maximum project duration of three years with no extension ability. However, the City has had instances of large-scale projects, such as mixed-use and multi-family developments, where completion within that timeframe is challenging because of supply chain issues and delays with sub-contractors. Historically, applicants of such projects have worked with staff to establish a suitable timeframe for completion. The proposed text amendment mirrors the existing process for granting an extension by introducing language that authorizes the Building Official to provide written approval for extended timeframes on large scale projects. Approval would be granted on a case-by-case basis only for unique circumstances. For projects that do not receive approval for an extended timeframe, after three years the building permit is considered null and void and the applicant must reapply for a new building permit for the remaining work. The proposed amendment also includes added language which states that the new building permit is subject to current City-adopted building codes. In the event that the City has adopted new versions of building codes during that duration of time, the new building permit must comply with the current adopted building codes rather than the building code that the previous building permit was approved under.

#### Section 15.06.030 – Construction Activity Standards and Plan

In November, the City received feedback from the development and construction community during our bi-annual Development and Construction meeting indicating inconsistencies in plan reviewer comments on construction activity plans (CAP) from various departments and that the requirements of CAPs lack clarity. In an effort to provide more consistency and clarity in the CAP standards, Planning staff collaborated with the City Engineer, Streets Department, and Fire Department to clarify existing standards and develop new standards. The new standards are reflective of issues that staff must often manage around during a construction project, such as removing fence screening on street corners for visibility and contractor parking. Additionally, to ensure the proposed amendments adequately incorporated the feedback received, the draft of the revised CAP standards was shared with members of the TAG and contractor community for their input. Subsequently, the proposed amendments underwent further modifications to address the feedback received on the draft. The amendments aim to have a proactive approach to address all major issues on the front end by clarifying, strengthening, and reorganizing the standards, thereby enhancing the code's readability. In conjunction with the changes to the code, staff made internal process improvements to who is commenting on CAPs to reduce issues of inconsistency. In addition to achieving the stated goals of the cleanup, staff believe the changes will ultimately result in increased safety for the community.

Some notable enhancements to the CAP standards include:

- Specifying when a standard must be notated or depicted on the CAP itself.
- Added standards related to emergency access.
- Added language for corner lot screening and visibility.

- Added language related to snow removal.
- Changed the maximum number of onsite contractor vehicle parking.
- Clarified right-of-way conditions and uses.
- Clarified the project noticing requirements.

#### Next Steps

Staff believes that the proposed changes to Title 15 provide clear process expectations and consistency of requirements, thus fostering a more harmonious Building Department transition. Therefore, staff recommend the City Council approve the first reading of Ordinance 1253. If the first reading is approved, the second and third readings would be held during the following subsequent meetings of February 5<sup>th</sup> and 20<sup>th</sup>, unless the City Council determines that readings should be consolidated.

#### Sustainability Impact:

Ordinance 1253 has the potential to forward the City's sustainability goals. Reducing the amount of contractor vehicles permitted on a jobsite would encourage alternatives such as carpooling and public transportation, which could subsequently reduce CO2 emissions from single occupancy trips.

#### Financial Impact:

None	There is no financial request to the City of Ketchum for Ordinance 1253 and therefore no budget implications.
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#### Attachments:

1. Redline – Draft Ordinance 1253
2. Clean – Draft Ordinance 1253



City of Ketchum

# Attachment 1:

## Redline – Draft Ordinance 1253

## ORDINANCE NO. 1253

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 – BUILDINGS AND CONSTRUCTION, SECTION 15.04.020: AMENDMENTS, TO REMOVE THE BUILDING PERMIT EXPIRATION REQUIREMENTS AND TO AMEND THE MAXIMUM PROJECT DURATION PROVISION; AND SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN, TO CLARIFY THE STANDARDS AND ADD NEW CONSTRUCTION STANDARDS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Ketchum, pursuant to Idaho Code §39-4116(2) and as a local government that issues building permits and performs building code enforcement activities, adopted the International Building Code and International Residential Code as published by the International Code Council and amended by the Idaho building code board through the negotiated rule making process;

WHEREAS, the City of Ketchum (the “City”), pursuant to Idaho Code §39-4116(4), may amend the adopted codes or provisions of the above referenced codes to reflect local concerns, if such amendments establish at least an equivalent level of protection. §39-4116(4)(e);

WHEREAS, the City, pursuant to Idaho Code §31-714 “. . . may pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by the laws of the state of Idaho, and such as are necessary or proper to provide for the safety, promote the health and prosperity, peace and good order, comfort and convenience of the county and the inhabitants thereof, and for the protection of property therein...”;;

WHEREAS, City Departments collaborated to conduct an audit of code provisions pertaining to Building Department functions to identify amendments to clarify the requirements and reduce inconsistencies;

WHEREAS, the City received feedback from the Technical Advisory Group (TAG) and from members of the contractor community on the proposed amendments;

WHEREAS, the City Council held a public hearing on \_\_\_\_\_ to review the ordinance and information;

WHEREAS, the City Council held three readings of Ordinance 1253 on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, resulting in approval of this ordinance;

WHEREAS, the City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

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

**SECTION 1. AMENDMENTS TO SECTION 15.04.020.A.3.c – 105.5 EXPIRATION**

- c. ~~Delete~~ *Section 105.5 Expiration.* **is amended as follows** and replace with the following:

**Section 105.5 Expiration**

1. ~~Expiration of Building Permits. Except as otherwise provided herein, every permit issued under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within one hundred eighty days (180) after its issuance, unless the permittee extends the building permit as provided in this section. A permit is considered null and void if no inspections have been completed by the building official or requested by the permittee for a period of one hundred eighty (180) days.~~
2. ~~Extension of Building Permit. A permit may be extended for a period not to exceed one hundred eighty (180) days by an application for extension filed with the planning and building department. A permit issued under the provisions of this code may be granted a maximum of four (4) extensions but in no case may the total number of extensions exceed 180 days.~~
3. **Maximum Project Duration.** Under no circumstances may any project exceed ~~1095 days, or~~ three (3) years; of construction activity from the date the building permit was issued, **unless otherwise agreed upon in writing by the Building Official.** After ~~1095 days, or~~ three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees. **The new building permit shall be subject to the current City adopted building codes.**

**SECTION 2. AMENDMENTS TO SECTION 15.04.020.B.2.b – R105.5 PERMITS**

- b. *Section R105.5* **Permits** is amended as follows:

1. ~~*Expiration of Building Permits.* Except as otherwise provided herein, every permit issued under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within one hundred eighty days (180) after its issuance, unless the permittee extends the building permit as provided in this section. A permit is considered null and void if no inspections have been completed by the building official or requested by the permittee for a period of one hundred eighty (180) days.~~



2. ~~*Extension of Building Permit.*~~ A permit may be extended for a period not to exceed one hundred eighty (180) days by an application for extension filed with the planning and building department. A permit issued under the provisions of this code may be granted a maximum of four (4) extensions but in no case may the total number of extensions exceed 180 days.
3. *Maximum Project Duration.* Under no circumstances may any project exceed 1095 days, or three (3) years, of construction activity from the date the building permit was issued, **unless otherwise agreed upon in writing by the Building Official.** After 1095 days, or three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees. **The new building permit shall be subject to the current City adopted building codes.**

### SECTION 3. AMENDMENTS TO SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN.

Prior to the issuance of any building permit for any project subject to section 15.06.020 of this chapter, the ~~Ketchum Building Official~~ **building permit application** shall ~~receive~~**include** a ~~construction activity permit application with a construction activity plan and/or narrative prepared by the general contractor or permit holder, to be reviewed by all City departments prior to approval, pursuant to the following standards, which shall be comprehensive and clearly organized so that every concerned entity has a clear understanding of the City's expectations for all construction which is the subject of such permit.~~ At all times until the final certificate of occupancy or certificate of completion is issued for such project, the general contractor or ~~other person primarily responsible for the work being performed under the building permit~~ **holder** shall ensure that all work performed on the project and all materials and equipment delivered to the project comply with the construction activity standards established in this Code and in the **approved construction activity** plan. Without limitation, the construction activity plan shall address the impacts of all of the following activities as applicable:

#### A. *General information ~~and schedule.~~*

1. The **construction activity plan shall notate that the** general contractor **or permit holder** is responsible for all subcontractors and will be held responsible for all aspects of the construction activity ~~permit~~**plan.**
2. ~~At a minimum, all neighbors with properties adjacent to the project shall be provided notice of the project, schedule and the general contractor's contact information in advance of construction.~~ **The property address shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four inches (4") tall, have a minimum half inch (½") brush stroke, contrast with their background, and be positioned a minimum of forty-eight inches (48") above final grade.**

3. Vehicle parking, material storage, dumpsters, job site trailers, and other temporary installations during construction shall not restrict or obstruct emergency access to any building. An approved emergency apparatus access shall be made available and shall be maintained clear and unobstructed. The emergency apparatus access shall be a minimum of 20-feet wide and extend to within 150-feet of all exterior areas of the building(s). During times of construction activities, alterations to the fire apparatus access dimensions may be approved by the Fire Department where the standard dimensions cannot be provided. The designated emergency apparatus access shall be depicted with dimensions on the construction activity plan.
4. For projects involving a temporary tower crane, the construction activity plan shall depict the crane's location and swing arc. The crane shall only swing with materials loaded inside of the construction site or areas approved in a Temporary Use of the Right of Way Permit (TURP).
5. For projects disrupting public transportation services, the applicant is required to coordinate with the public transit provider and shall submit documentation of the approved temporary condition with the construction activity plan.

**B. *Excavation.***

1. Exact amounts of cut and fill in cubic yards, including temporary cuts and backfill, shall be specified on the construction ~~staging permit application~~ **activity plan**. ~~For projects that do not involve excavation, the construction activity plan shall notate that there is no cut and fill.~~
2. Stockpile areas within the Ketchum City Limits, on or off site, shall be notated on the construction activity plan.
- ~~3. Truck routes shall be depicted on the construction activity plan. Arterial streets shall be utilized where possible.~~
- ~~4.~~3. Dust, mud, sand, and gravel control is required on all City streets. The construction activity plan shall contain provisions for **daily** cleaning of vehicles, tires, and affected **City** streets.
- ~~5.~~4. **The construction activity plan shall identify** dust abatement practices to be employed.

**C. *Vehicle parking and traffic control.***

1. Proposed parking, including **the number and size/type of vehicles**, shall be depicted on the construction activity plan. Parking shall occur on the building site, with secondary parking on the City right-of-way adjacent to the property under construction at the discretion of the ~~Public Works Director~~ **City Engineer**.
2. In cases where parking on both sides of the street would reduce the available travel surface to below 26 feet in width, **the construction activity plan shall depict that parking shall be** is limited to one side of the street.
- ~~3. The right of way, outside of the required travel lanes, directly in front of the job site may be dedicated for material delivery.~~

43. For projects with greater than 15 vehicles daily at the job site, an alternative parking site shall be identified in the construction activity plan. ~~The construction activity plan shall also notate the shuttling plan for projects which utilize an alternative parking location offsite. If an applicant can demonstrate that a jobsite is able to accommodate more than 5 vehicles, the City Engineer may approve of more vehicles daily at the job site.~~
54. "No parking" areas shall be identified on the construction activity plan as necessary.
65. Temporary traffic control as necessary for materials delivery and hauling shall be shown on the construction activity plan.
76. ~~The construction activity plan shall notate that~~ Speed limits for construction vehicles shall be limited to 15 miles per hour within one block of a construction site, unless otherwise determined by the Ketchum Police Department.

D. *Material storage/deliveries.*

1. All material storage areas shall be depicted on the construction activity plan. ~~Material storage shall not obstruct visibility within 40 linear feet of street and alley frontage fence corners unless otherwise approved by the City Engineer.~~
2. Delivery truck routes shall be depicted on the construction activity plan. ~~Arterial streets shall be utilized where possible.~~

E. *Temporary restrooms, job shacks, dumpsters.*

1. Temporary restrooms, job shacks and dumpsters shall be ~~located on private property and shown~~ ~~depicted~~ on the construction activity plan ~~and shall not obstruct visibility within 40 linear feet of street frontage fence corners unless otherwise approved by the City Engineer. If no temporary restroom is proposed, the construction activity plan shall notate that an existing restroom onsite will be utilized.~~
2. ~~In the event that City right-of-way use is required for staging, material storage or dumpster location, a right-of-way use permit shall be obtained.~~

F. *Fence and ~~S~~creening.*

1. For all projects involving exterior construction ~~and material storage yards, the construction activity plan shall depict a~~ ~~the perimeter of the job site shall be screened with a four- to six-foot high construction or temporary fence~~ ~~around the perimeter of the job site.~~
2. ~~Material storage yards shall also be screened with a four- to six-foot high construction or temporary fence.~~ The construction activity plan shall indicate a screening material for the construction fence with 85% or greater blockage. Corner lots shall contain no screening within 40 linear feet of street frontage and alley fence corners.
3. The construction activity plan shall indicate that fence gates shall not open outward the property.

G. *Use of rights-of-way.*

1. Proposed use of the City's right-of-way shall be depicted, **with dimensions**, on the construction activity plan, and a **TURP** shall be obtained prior to use of the City's right-of-way. **Additional TURPs are required for any use of the right-of-way not depicted on the construction activity plan.**
2. The condition of the right-of-way shall be documented with photographs and **submitted with the construction activity plan.** ~~a site visit with s~~**Street d**Department personnel **may conduct a site visit prior to issuance of building permit to verify the condition of the right-of-way. The construction activity plan shall notate that R**repair of damage to the right-of-way shall be the responsibility of the general contractor **or permit holder.**
3. **The construction activity plan shall depict the locations of M**manholes and fire hydrants and notate that they may not be obstructed at any time. **Unless otherwise approved by the Fire Department, a minimum 15-foot area on both sides and 3-foot area to the rear of any fire hydrant shall be maintained clear and unobstructed at all times. Construction fencing is not permitted to reduce or restrict access to any fire hydrant without approval from the Fire Department. It is the responsibility of the general contractor or permit holder to remove all snow within thirty-six inches (36") from all sides of any fire hydrant at the construction site. In addition, minimum three feet clear shall be maintained on back and sides of fire hydrants, and minimum 15 feet clear shall be maintained on the front, street side of fire hydrants.**
4. **The general contractor or permit holder is responsible for all snow removal within the construction fence and barricades. Snow from within construction fences shall not be placed in the right-of-way. The general contractor or permit holder may also be responsible for snow removal in the immediate area surrounding the construction site if City plows cannot safely reach.**
5. **For projects involving sidewalk closures, the construction activity plan shall depict protected pedestrian ADA routes that are a minimum of four feet in width and lined with concrete barriers. The plan shall also indicate the location of the temporary sidewalk closure signage.**

H. *Noticing.*

1. **Prior to building permit issuance, A**all neighbors **properties within a 300-foot radius of the project vicinity shall be provided notice of the project, schedule, and the general contractor's contact information in advance of construction. The construction activity plan shall include a copy of the project notice and a list of the properties to be noticed.**
2. **For jobsites adjacent to businesses, signage shall be placed in key areas indicating the business's name and public access point. The construction activity plan shall depict the location and verbiage of the signage.**

I. *Site clean up.*

1. The ~~construction activity plan shall notate that the~~ job site shall be kept in a clean and orderly condition. Trash ~~and construction debris~~ shall be picked up on the site and surrounding areas on a daily basis, and materials shall be stored in neat, tidy piles.

J. *Riparian, hillside and tree protection.*

1. Riparian, hillside and tree protection measures shall be depicted on the construction activity plan ~~as applicable~~.
2. ~~The construction activity plan shall depict~~ A silt fence ~~shall be~~ installed along the 25-foot riparian setback to protect the riparian zone from disturbance for the duration of construction.
3. ~~The construction activity plan shall depict the location of~~ Mature trees to be preserved ~~and shall notate that the trees shall~~ be fenced at the drip line for the duration of construction.
4. Projects in the ~~m~~Mountain ~~e~~Overlay ~~z~~Zoning ~~d~~District or containing slopes greater than 25 percent shall be fenced pursuant to the design review conditions of approval.

K. *Reseeding of disturbed areas.*

1. For projects with design review approval, all disturbed areas shall be returned to a finished condition per the approved landscaping plan prior to issuance of a certificate of occupancy, except as provided for in title 17, chapter 17.96, "Design review", of this Code.

L. *Administrative exemptions.*

1. Administrative exemptions may be granted by the Building Official for special circumstances on a case by case basis.

**SECTION 4. SAVINGS AND SEVERABILITY CLAUSE.** If any section, paragraph, sentence or provision hereof of the application to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

**SECTION 5. REPEALER CLAUSE.** All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

**SECTION 6. PUBLICATION.** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as "Exhibit A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Trent Donat, City Clerk

## EXHIBIT A

## **PUBLICATION SUMMARY**

### **ORDINANCE NO. 1253**

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 – BUILDINGS AND CONSTRUCTION, SECTION 15.04.020: AMENDMENTS, TO REMOVE THE BUILDING PERMIT EXPIRATION REQUIREMENTS AND TO AMEND THE MAXIMUM PROJECT DURATION PROVISION; AND SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN, TO CLARIFY THE STANDARDS AND ADD NEW CONSTRUCTION STANDARDS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

A summary of the principal provisions of Ordinance No. 1253 of the City of Ketchum, Blaine County, Idaho, adopted on \_\_\_\_\_ 2024, is as follows:

- SECTION 1.** Removes the local building permit expiration amendment of the International Building Code and International Residential Code.
- SECTION 2.** Amends the maximum project duration to allow for extensions on a case by case basis.
- SECTION 3.** Clarifies existing construction activity standards and introduces new construction activity standards.
- SECTION 4.** Provides a savings and severability clause.
- SECTION 5.** Provides a repealer clause.
- SECTION 6.** Provides for publication by summary.
- SECTION 7.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 191 5<sup>th</sup> Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

\_\_\_\_\_  
Trent Donat, City Clerk

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





City of Ketchum

# Attachment 2: Clean – Draft Ordinance 1253

## ORDINANCE NO. 1253

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 – BUILDINGS AND CONSTRUCTION, SECTION 15.04.020: AMENDMENTS, TO REMOVE THE BUILDING PERMIT EXPIRATION REQUIREMENTS AND TO AMEND THE MAXIMUM PROJECT DURATION PROVISION; AND SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN, TO CLARIFY THE STANDARDS AND ADD NEW CONSTRUCTION STANDARDS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Ketchum, pursuant to Idaho Code §39-4116(2) and as a local government that issues building permits and performs building code enforcement activities, adopted the International Building Code and International Residential Code as published by the International Code Council and amended by the Idaho building code board through the negotiated rule making process;

WHEREAS, the City of Ketchum (the “City”), pursuant to Idaho Code §39-4116(4), may amend the adopted codes or provisions of the above referenced codes to reflect local concerns, if such amendments establish at least an equivalent level of protection. §39-4116(4)(e);

WHEREAS, the City, pursuant to Idaho Code §31-714 “. . . may pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by the laws of the state of Idaho, and such as are necessary or proper to provide for the safety, promote the health and prosperity, peace and good order, comfort and convenience of the county and the inhabitants thereof, and for the protection of property therein...”;

WHEREAS, City Departments collaborated to conduct an audit of code provisions pertaining to Building Department functions to identify amendments to clarify the requirements and reduce inconsistencies;

WHEREAS, the City received feedback from the Technical Advisory Group (TAG) and from members of the contractor community on the proposed amendments;

WHEREAS, the City Council held a public hearing on \_\_\_\_\_ to review the ordinance and information;

WHEREAS, the City Council held three readings of Ordinance 1253 on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, resulting in approval of this ordinance;

WHEREAS, the City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

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

**SECTION 1. AMENDMENTS TO SECTION 15.04.020.A.3.c – 105.5 EXPIRATION**

c. *Section 105.5 Expiration.* is amended as follows:

**Section 105.5 Expiration**

1. **Maximum Project Duration.** Under no circumstances may any project exceed three (3) years of construction activity from the date the building permit was issued, unless otherwise agreed upon in writing by the Building Official. After three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees. The new building permit shall be subject to the current City adopted building codes.

**SECTION 2. AMENDMENTS TO SECTION 15.04.020.B.2.b -- R105.5 PERMITS**

b. *Section R105.5 Permits.* is amended as follows:

1. **Maximum Project Duration.** Under no circumstances may any project exceed three (3) years of construction activity from the date the building permit was issued, unless otherwise agreed upon in writing by the Building Official. After three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees. The new building permit shall be subject to the current City adopted building codes.

**SECTION 3. AMENDMENTS TO SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN.**

Prior to the issuance of any building permit for any project subject to section 15.06.020 of this chapter, the building permit application shall include a construction activity plan and/or narrative prepared by the general contractor or permit holder. At all times until the final certificate of occupancy or certificate of completion is issued for such project, the general contractor or permit holder shall ensure that all work performed on the project and all materials and equipment delivered to the project comply with the construction activity standards established in this Code and in the approved construction activity plan. Without limitation, the construction activity plan shall address the impacts of all of the following activities as applicable:

A. *General information.*

1. The construction activity plan shall notate that the general contractor or permit holder is responsible for all subcontractors and will be held responsible for all aspects of the construction activity plan.
2. The property address shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4") inches tall, have a minimum half inch (½") brush stroke,

contrast with their background, and be positioned a minimum of forty-eight inches (48") above final grade.

3. Vehicle parking, material storage, dumpsters, job site trailers, and other temporary installations during construction shall not restrict or obstruct emergency access to any building. An approved emergency apparatus access shall be made available and shall be maintained clear and unobstructed. The emergency apparatus access shall be a minimum of 20-feet wide and extend to within 150-feet of all exterior areas of the building(s). During times of construction activities, alterations to the fire apparatus access dimensions may be approved by the Fire Department where the standard dimensions cannot be provided. The designated emergency apparatus access shall be depicted with dimensions on the construction activity plan.
4. For projects involving a temporary tower crane, the construction activity plan shall depict the crane's location and swing arc. The crane shall only swing with materials loaded inside of the construction site or areas approved in a Temporary Use of the Right of Way Permit (TURP).
5. For projects disrupting public transportation services, the applicant is required to coordinate with the public transit provider and shall submit documentation of the approved temporary condition with the construction activity plan.

**B. *Excavation.***

1. Exact amounts of cut and fill in cubic yards, including temporary cuts and backfill, shall be specified on the construction activity plan. For projects that do not involve excavation, the construction activity plan shall notate that there is no cut and fill.
2. Stockpile areas within the Ketchum City Limits, on or off site, shall be notated on the construction activity plan.
3. Dust, mud, sand, and gravel control is required on all City streets. The construction activity plan shall contain provisions for daily cleaning of vehicles, tires, and affected City streets.
4. The construction activity plan shall identify dust abatement practices to be employed.

**C. *Vehicle parking and traffic control.***

1. Proposed parking, including the number of vehicles, shall be depicted on the construction activity plan. Parking shall occur on the building site, with secondary parking on the City right-of-way adjacent to the property under construction at the discretion of the City Engineer.
2. In cases where parking on both sides of the street would reduce the available travel surface to below 26 feet in width, the construction activity plan shall depict that parking is limited to one side of the street.
3. For projects with greater than 5 vehicles daily at the job site, an alternative parking site shall be identified in the construction activity plan. The construction activity plan shall also notate the shuttling plan for projects which utilize an

alternative parking location offsite. If an applicant can demonstrate that a jobsite is able to accommodate more than 5 vehicles, the City Engineer may approve of more vehicles daily at the job site.

4. "No parking" areas shall be identified on the construction activity plan as necessary.
5. Temporary traffic control as necessary for materials delivery and hauling shall be shown on the construction activity plan.
6. The construction activity plan shall notate that speed limits for construction vehicles shall be limited to 15 miles per hour within one block of a construction site, unless otherwise determined by the Ketchum Police Department.

D. *Material storage/deliveries.*

1. All material storage areas shall be depicted on the construction activity plan. Material storage shall not obstruct visibility within 40 linear feet of street and alley frontage fence corners unless otherwise approved by the City Engineer.
2. Delivery truck routes shall be depicted on the construction activity plan. Arterial streets shall be utilized where possible.

E. *Temporary restrooms, job shacks, dumpsters.*

1. Temporary restrooms, job shacks and dumpsters shall be depicted on the construction activity plan and shall not obstruct visibility within 40 linear feet of street frontage fence corners unless otherwise approved by the City Engineer. If no temporary restroom is proposed, the construction activity plan shall notate that an existing restroom onsite will be utilized.

F. *Fence and screening.*

1. For all projects involving exterior construction and material storage yards, the construction activity plan shall depict a six-foot high construction or temporary fence around the perimeter of the job site.
2. The construction activity plan shall indicate a screening material for the construction fence with 85% or greater blockage. Corner lots shall contain no screening within 40 linear feet of street frontage and alley fence corners.
3. The construction activity plan shall indicate that fence gates shall not open outward the property.

G. *Use of rights-of-way.*

1. Proposed use of the City's right-of-way shall be depicted, with dimensions, on the construction activity plan, and a TURP shall be obtained prior to use of the City's right-of-way. Additional TURPs are required for any use of the right-of-way not depicted on the construction activity plan.
2. The condition of the right-of-way shall be documented with photographs and submitted with the construction activity plan. Street Department personnel may conduct a site visit prior to issuance of building permit to verify the condition of the right-of-way. The construction activity plan shall notate that repair of damage

to the right-of-way shall be the responsibility of the general contractor or permit holder.

3. The construction activity plan shall depict the locations of manholes and fire hydrants and notate that they may not be obstructed at any time. Unless otherwise approved by the Fire Department, a minimum 15-foot area on both sides and 3-foot area to the rear of any fire hydrant shall be maintained clear and unobstructed at all times. Construction fencing is not permitted to reduce or restrict access to any fire hydrant without approval from the Fire Department. It is the responsibility of the general contractor or permit holder to remove all snow within thirty-six inches (36") from all sides of any fire hydrant at the construction site.
4. The general contractor or permit holder is responsible for all snow removal within the construction fence and barricades. Snow from within construction fences shall not be placed in the right-of-way. The general contractor or permit holder may also be responsible for snow removal in the immediate area surrounding the construction site if City plows cannot safely reach.
5. For projects involving sidewalk closures, the construction activity plan shall depict protected pedestrian ADA routes that are a minimum of four feet in width and lined with concrete barriers. The plan shall also indicate the location of the temporary sidewalk closure signage.

H. *Noticing.*

1. Prior to building permit issuance, all properties within a 300-foot radius of the project shall be provided notice of the project, schedule, and the general contractor's contact information. The construction activity plan shall include a copy of the project notice and a list of the properties to be noticed.
2. For jobsites adjacent to businesses, signage shall be placed in key areas indicating the business's name and public access point. The construction activity plan shall depict the location and verbiage of the signage.

I. *Site clean up.*

1. The construction activity plan shall notate that the job site shall be kept in a clean and orderly condition. Trash and construction debris shall be picked up on the site and surrounding areas on a daily basis, and materials shall be stored in neat, tidy piles.

J. *Riparian, hillside and tree protection.*

1. Riparian, hillside and tree protection measures shall be depicted on the construction activity plan as applicable.
2. The construction activity plan shall depict a silt fence installed along the 25-foot riparian setback to protect the riparian zone from disturbance for the duration of construction.
3. The construction activity plan shall depict the location of trees to be preserved and shall notate that the trees shall be fenced at the drip line for the duration of construction.

4. Projects in the Mountain Overlay Zoning District or containing slopes greater than 25 percent shall be fenced pursuant to the design review conditions of approval.

K. *Reseeding of disturbed areas.*

1. For projects with design review approval, all disturbed areas shall be returned to a finished condition per the approved landscaping plan prior to issuance of a certificate of occupancy, except as provided for in title 17, chapter 17.96, "Design review", of this Code.

L. *Administrative exemptions.*

1. Administrative exemptions may be granted by the Building Official for special circumstances on a case by case basis.

**SECTION 4. SAVINGS AND SEVERABILITY CLAUSE.** If any section, paragraph, sentence or provision hereof of the application to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

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PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

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

ATTEST:

---

Trent Donat, City Clerk



## EXHIBIT A

## **PUBLICATION SUMMARY**

### **ORDINANCE NO. 1253**

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ATTEST:

APPROVED:

\_\_\_\_\_  
Trent Donat, City Clerk

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



## City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 16, 2024 Staff Member/Dept: Seth Martin/Fire

Agenda Item: Recommendation to approve Contract 24041 with David Hamre & Associates, LLC for the purpose of an Urban Avalanche Analysis.

#### Recommended Motion:

I move to approve a 50% cost share with Blaine County to enter a contract with David Hamre and Associates, LLC. not to exceed \$25,000, for the purpose of an Urban Avalanche Analysis.

#### Reasons for Recommendation:

- The City of Ketchum and surrounding areas have had conflicts with avalanches well back into the days of active mining at the end of the 19th century. Large avalanche cycles at lower elevations have seemingly increased in frequency in the past 20 years as urban development and infrastructure have also increasingly encroached into avalanche terrain. Mid-winter and late winter rain events have also become more common as the earth's climate warms. Wildfires have changed the landscape to a large degree around Sun Valley and have influenced the anchoring of the snowpack, not to mention its resilience to warming events. Overall, it appears that the risk of avalanches impacting the residents and visitors to Ketchum has significantly increased in the 21st Century. Now is an appropriate time to examine the urban avalanche problem and to develop a coordinated response to times of elevated avalanche hazard.
- This study is one of the first steps in a multi-tiered process aimed at equipping emergency managers with tools that will better help predict and plan for avalanche risks and to make more informed decisions regarding evacuations and repopulation decisions after an evacuation.
- Blaine County has already appropriated 50% of the contract cost as part of their FY 23-24 budget.

#### Sustainability Impact:

None

#### Financial Impact:

None OR Adequate funds exist in account: GL: 01-4193-9930

#### Attachments:

1. Sun Valley Urban Avalanche Problem Proposal
2. Purchase Order 24041

# Sun Valley Urban Avalanche Analysis

Proposal by David Hamre and Associates, LLC

May 20, 2023



## INTRODUCTION

Sun Valley, Idaho (here defined as the Cities of Bellevue, Hailey, and Ketchum and the mountainous regions of Blaine County) has had conflicts with avalanches well back into the days of active mining at the end of the 19<sup>th</sup> century. Large avalanche cycles at lower elevations have seemingly increased in frequency in the past 20 years as urban development and infrastructure have also increasingly encroached into avalanche terrain. Mid-winter and late-winter rain events have also become more common as the earth's climate warms. Wildfires have changed the landscape to a large degree around Sun Valley and have influenced the anchoring of the snowpack, not to mention its resilience to warming events. Overall, it appears that the risk of avalanches impacting the residents and visitors to Sun Valley has significantly increased in the 21<sup>st</sup> Century. Now is an appropriate time to examine the urban avalanche problem and to develop a coordinated response to times of elevated avalanche hazard.

The stakeholders, elements at risk, and the risk owners are multitudinous, and boundaries between agencies/municipalities don't necessarily coincide with the boundaries of the avalanche paths. In some cases, the avalanche start zone may come under one jurisdiction, while the track and run-out may fall under another. Private landowners, Municipal, County, State, and Federal land managers, and agencies all have exposure and responsibility in different areas of Sun Valley. This mélange of land managers is not atypical to the United States, but it does complicate the coordination of avalanche response. David Hamre and Associates, LLC (DHA) is familiar with the challenge of multiple land managers and can help guide the process of *defining the urban avalanche problem* in Sun Valley, *identifying solutions*, and *making recommendations*. The process for doing so would be broken into three phases, all of which would involve interaction and collaboration with the stakeholders of Sun Valley.

## METHODOLOGY

### Phase 1 – Define the Problem

The goal of this phase is to create tools essential to implementing solutions.

First and foremost, a comprehensive avalanche atlas should be created that defines the avalanche paths that can impact the residents, recreationists, and commuters of Sun Valley. Some of this work may already exist, but not under one banner nor in a standard format. The atlas would include pertinent data about the avalanche path (elevations, vertical fall, aspect, angles, runout angle, historic frequency, notable events...) and a high-resolution oblique image of the full path (including start zone, track, and runout zone). See Figure 1 for an example of an Avalanche Atlas entry. Additionally, the path perimeter would be drawn on SmartMountain™ (an ESRI GIS platform), which could be shared with all community stakeholders. See Figure 2 for an example of a SmartMountain™ depiction of avalanche paths. The process of cataloging and characterizing the avalanche paths would ideally be a collaborative process between DHA and the Sawtooth Avalanche Center (SAC). This atlas-building process would blend with acquiring and analyzing avalanche occurrence records.



## Path 14.0

Location	W side of Motherlode Mine access road at KM 12.5			Coordinates	Lat	49°41'5.92"N		Vertical fall (m)	1105		
	Elevation (m)	Top	2290	Avg. Slope Angle (°)	40	Aspect	E	Width (m)	510		
		Bottom	1800								
Starting Zone	Terrain Characteristics		Several distinct starting zones separated by rib features converging into three tracks. Upper starting zone consists of rock bluffs, scree, talus and heather slopes. Lower starting zone consists of 1 m brush, and spaced sub-alpine conifers.								
Track	Elevation (m)	Top	1800	Avg. Slope Angle (°)	25	Width (m)	330	Length (m)	750		
		Bottom	1320								
	Terrain Characteristics		Three channeled gullies converging into one with 1-2 m vegetation and boulders. Spaced old growth conifers on flanks. Secondary channel and start zone on S side can act as separate path for ≤ Size 2 avalanches.								
Runout Zone	Elevation (m)	Top	1320	Avg. Slope Angle (°)	8	Terrain Trap?	No				
		Bottom	1185								
	Terrain Characteristics		Generally planar with seasonal creek down middle. 2-3 m vegetation and alder. Access road in extreme runout.								
Est. Frequency (avalanches:years)		Size 1	-	Size 2	-	Size 3	1:3	Size 4	1:10	Size 5	-
Historic Avalanche Events		Spring 2014: Size 3 overran road with ≤ 2 m deposit depth on road. Spring 2010: Size 4 overran road with ≤ 5 m deposit depth on road. No records prior to 2010.									

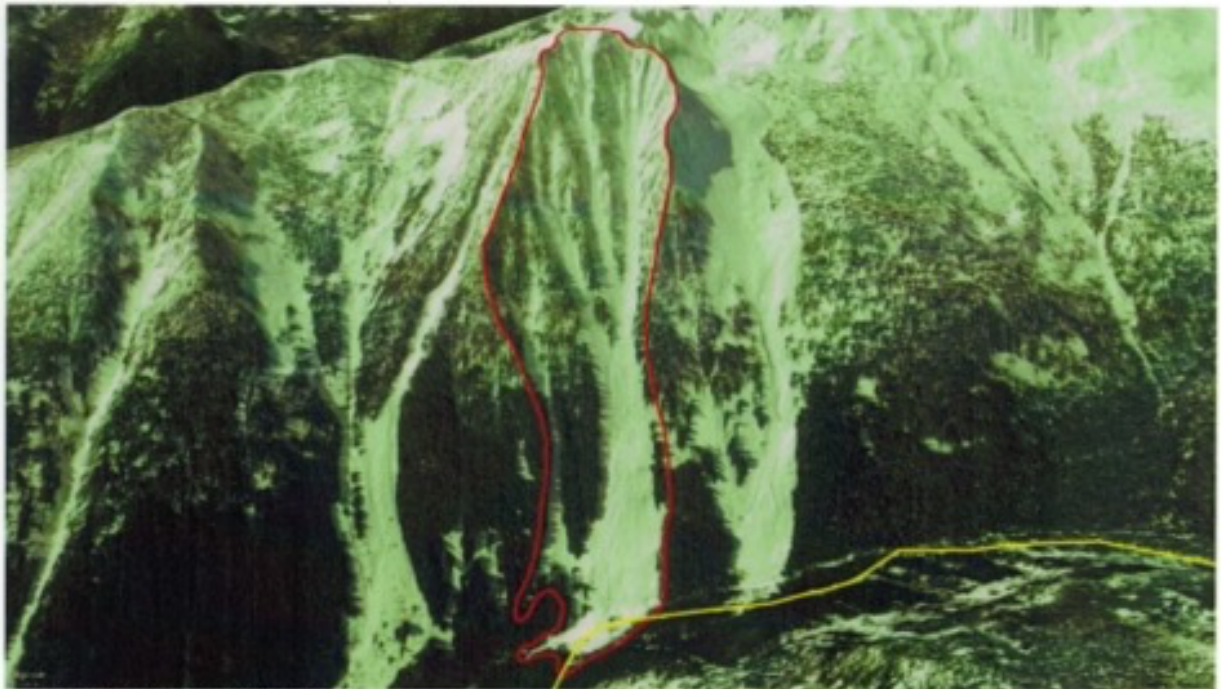


Image © 2015 DigitalGlobe.

Figure 1: An example of a page from an avalanche atlas.<sup>i</sup>

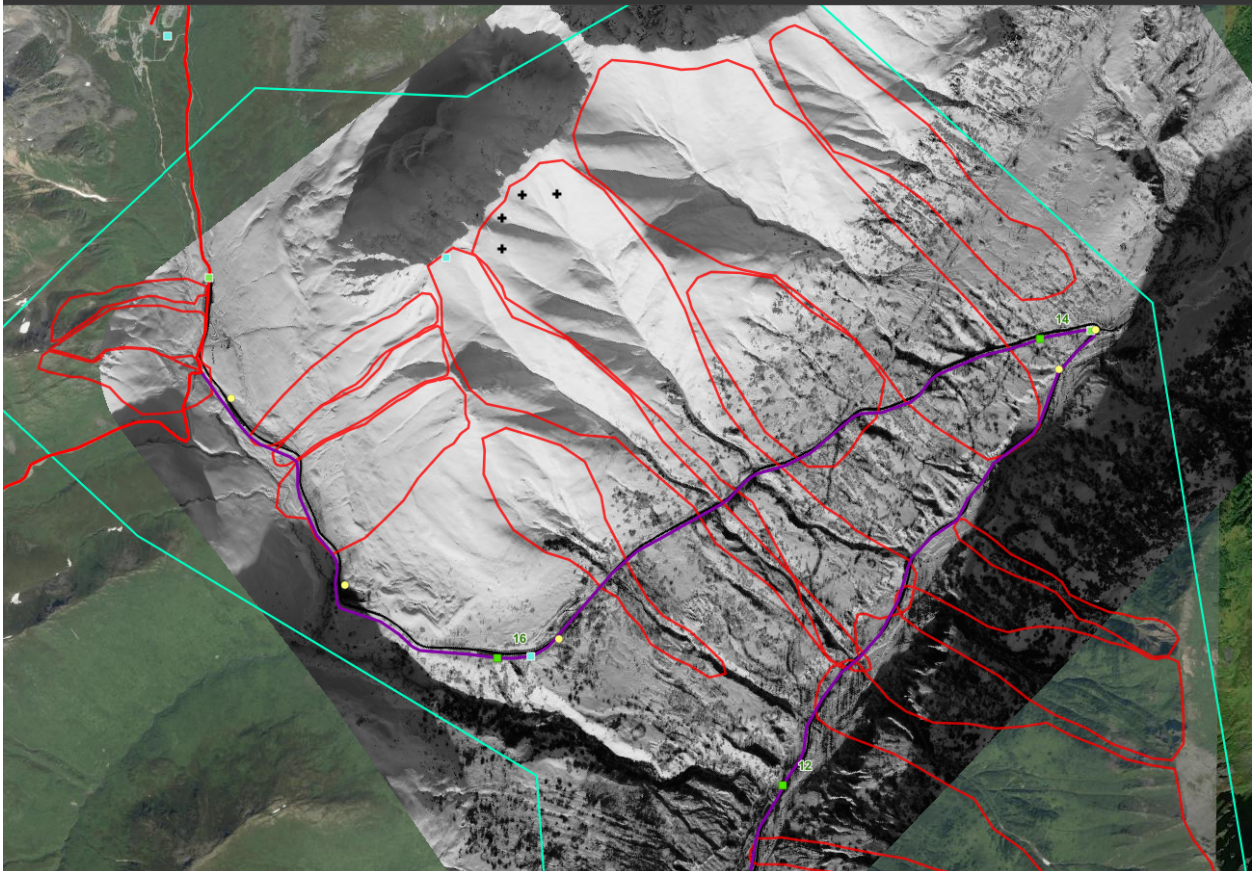


Figure 2: SmartMountain™ depiction of avalanche paths with “snow-on” satellite imagery. Purple represents a roadway. Green dots are mileposts. Yellow dots are signage.

Avalanche occurrence records currently take many forms (newspaper accounts, paper records, print photos, digital photos, and digital data). It is time-intensive to collate all pertinent information into an organized, searchable database. Sources for this information would include the Sawtooth Avalanche Center, Janet Kellam (former director of the SAC), Ketchum City Records, Bruce Smith (private citizen with a reputedly comprehensive archive of urban avalanche data), the Idaho Falls Post Register, KIVI, KBOI, Idaho Mountain Express... This record will serve several purposes once this data is collected and entered into a database. It will enable better estimates of avalanche frequency and magnitude by avalanche path. It will serve as a format for future documentation of avalanche occurrences. It may also give some insight into when urban avalanches are most likely. Many suppositions exist about when and where peak avalanche activity may start; a database can help support or dispel those assumptions.

The avalanche hazard index (AHI) is a quantified hazard analysis for transportation corridors. Not only does it define an existing level of avalanche risk, but it can then be modified by whichever mitigations are chosen for the road. It would be most applicable to Warm Springs Road and State Highway 75.

Although it is beyond the scope of services that DHA can offer, revisiting and expanding the Avalanche Zoning for Sun Valley is essential to the overall analysis of the urban avalanche problem. This work should be done by certified Avalanche Engineers. Wilson and Mears performed this task in 1977 and 1978 for Sun Valley, with additions in 1982, 2001, and 2009<sup>ii</sup>. Mears' peer and business partner, Chris Wilbur, could revisit this work. Particular emphasis should be placed on the areas beneath the recent burns on Warm Springs Road and previously unzoned areas (e.g., Deer Creek).

Identification of elements-at-risk, stakeholders, and the risk owners is essential to including their interests in the analysis as well as who assumes what responsibilities in avalanche response.

A complete list of the elements-at-risk<sup>iii</sup> will take time to develop but can be broadly thought of as:

- Persons (e.g., occupants, pedestrians, recreationists, workers, motorists...)
- Structures (e.g., occupied, unoccupied, essential...)
- Infrastructure (e.g., powerlines, pump houses, communication towers, bridges...)
- Vehicles (personal and commercial, buses...)

Stakeholders are the entities with an interest that could be impacted by urban avalanche activity. This list will also take time to fully develop, but includes private land owners; Blaine County Road Department and ITD, Cities of Bellevue, Hailey, and Ketchum; BCRD; and possibly the Sawtooth Avalanche Center, amongst others.

Risk Owners<sup>iv</sup> are the people or entities with the accountability and/or authority to manage a risk. This would include municipal, county, state, and federal government.

## **Phase 2 – Identify Solutions**

Managing residential neighborhoods is a far cry from managing a ski area where exposure is voluntary, and closures are daily and expected. To gain insight into what works for communities and what does not, we will examine policies from US communities with avalanche exposure (Morgan Basin, UT; Park City, UT; Juneau, AK; Cordova, AK; Anchorage, AK; Ophir, CO; Silverton, CO; Pitkin County, CO; and Washoe County, NV). Additionally, we will look at analogues from British Columbia, Europe, and Norway to look for policies and procedures that could work in Sun Valley.

Undoubtedly, an urban avalanche forecasting program will be one of the recommendations. DHA will offer insights into avalanche forecasting based on our programs for other operations (mining, powerlines, ski areas, pipelines, and transportation corridors). The hazard scale and suggested actions differ significantly from the North American Danger Scale, which is oriented toward public recreationists. Additionally, we will examine the frequency with which urban avalanche bulletins are issued. Key to this process will be determining who is responsible for avalanche forecasting and the chain of command when avalanche hazard is elevated. DHA cannot determine who does the forecasting but can help generate the job responsibilities and considerations for running the program.



Avalanche mitigation can take many forms. We will address both temporary and permanent measures.

Temporary measures reduce avalanche risk for a short time period. They can vary from high risk reduction values (forecasting, evacuations, and closures) to more moderate risk reduction values (Remote Avalanche Control Systems, helicopter bombing). Explosive-based avalanche mitigation work can reduce the hazard effectively when the timing is right but is rarely conducted over residences or critical infrastructure. Explosive-based mitigation would only be presented as an option over transportation corridors where closures can be enforced.

Permanent measures involve engineered structures and relocations that work season-long for avalanches of a specific size (the “design avalanche”). Diversion dams, start zone stabilization structures (aka snow nets), catchment basins, and road relocation are all examples of permanent measures. They are highly effective at reducing risk and have a commensurate price tag. Permitting would be required for many of these structures, and public opposition is likely. Determining the scope and scale of structures would be beyond the scope of the DHA analysis team, but we will recommend which paths these might be most effective on or the most warranted. It should be noted that seasonal closures can be considered permanent measures and have a risk reduction value of 100%.

### **Phase 3 - Recommendations and Phasing**

Many options will come out of Phase 2. Following discussions with the stakeholders, and likely the public, DHA will refine the options to a series of considerations and recommendations. The report will then offer a cost/benefit analysis and a suggested timeline for phasing in those recommendations. The interaction between Phase 1 and Phase 2 and then between Phases 2 and 3 are critical to the success of this project. A field visit is scheduled with each phase to ascertain that DHA is hearing from all the stakeholders and risk owners that want to be heard.

After completing the final report, ten hours of follow-up consultation are also built into the project cost.

### **TIMELINE**

To be determined by the committee. Likely starting in Spring/Summer 2024. To be completed within one year of the start date.

## COSTS

A detailed worksheet provides individual breakdowns within each phase. This was sent to Scott Savage and Chris Corwin on May 8, 2023. The costs reflected here are for DHA services only. Avalanche zoning work by an Avalanche Engineer is an expected additional expense.

Billing will occur at the end of each phase.

	Labor	Expenses					
PHASE 1	\$40,260.00	\$4,968.75					
PHASE 2	\$22,710.00	\$593.75					
PHASE 3	\$13,470.00	\$593.75					
Sub- Totals	\$76,440.00	\$6,156.25					
Government Compliance Costs		\$7,644.00					
<b>TOTAL PROJECT COST</b>		<b>\$90,240.25</b>					
<b>Potential Cost Reductions</b>							
ESRI License		\$2,000.00	If Ketchum ESRI platform is capable of supporting avalanche path polygons and similar data				
Snow-On Imagery		\$1,500.00	If snow-on imagery is already purchased and ortho-rectified				
SAC/Kethum Atlas Assistance = 50%		\$4,950.00	Rate variable depending upon how much assistance/guidance is provided				
SAC Av. Occ. Data Compilation = 50%		\$8,250.00	Rate variable depending upon how much assistance/guidance is provided				
TOTAL		\$16,700.00					



<sup>i</sup> Technical Aspects of Snow Avalanche Risk Management (TASARM), 2016, Canadian Avalanche Association, page 117

<sup>ii</sup> Ketchum City Code, Chapter 17.92, [Avalanche Zone District A](#)

<sup>iii</sup> TASARM, page 76

<sup>iv</sup> Planning Methods for Assessing and Mitigating Snow Avalanche Risk, 2018, Jamieson et al, Canadian Avalanche Association, p. 269



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

**PURCHASE ORDER**  
BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 24041**

<b>To:</b> 6110 DAVID HAMRE & ASSOCIATES LLC PO BOX 111492 ANCHORAGE AK 99511	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/09/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	SUN VALLEY AVALANCHE ANALYSIS 01-4193-9930	25,000.00	25,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		25,000.00

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Authorized Signature