



CITY OF KETCHUM, IDAHO REGULAR KETCHUM CITY COUNCIL
Monday, November 04, 2019, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Agenda

- ROLL CALL
- CALL TO ORDER: By Mayor Neil Bradshaw
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)
- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
 1. Approval of Minutes: Regular Meeting October 21, 2019
 2. Authorization and approval of the payroll register
 3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$205,373.00 as presented by the Treasurer.
- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 4. ACTION ITEM: 1st Reading of Ordinance #1202 - Proposed amendments to Title 17, Zoning Regulations to amend height allowance for 100% community housing projects and clarify that a project in the Community Core Subdistrict 1 that provides 100% community housing above the 1st floor and complies with the ground floor street frontage uses of the Subdistrict shall be considered a 100% community housing project – Director of Planning & Building John Gaeddert
 5. ACTION ITEM: First Reading of Ordinance #1204 to establish Wastewater and Water connection fees—City Administrator Suzanne Frick
 6. ACTION ITEM: Approval of Addendum to Parking Agreement #20403 between the City of Ketchum and YMCA—Mayor Neil Bradshaw
 7. ACTION ITEM: Approval of Encroachment Agreement #20292 Between Sandra Swan and City of Ketchum for encroachments into City owned land within Big Wood River—City Administrator Suzanne Frick
 8. ACTION ITEM: Recommendation to approve the FAR Exceedance Agreement #20423 for the Sun Valley & First Mixed-Use Building project – Associate Planner Abby Rivin
 9. ACTION ITEM: Recommendation to appropriate funds from the Parks & Recreation Trust Fund for Ketchum Arts Commission project – Assistant City Administrator Lisa Enourato
- STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
 10. ACTION ITEM: Recommendation to approve Contract #20416 with Sun Valley Marketing (Visit Sun Valley)—City Administrator Suzanne Frick
 11. ACTION ITEM: Recommendation to approve Contract #20414 with Blaine County Housing Authority—City Administrator Suzanne Frick
 12. ACTION ITEM: Recommendation to approve Contract #20425 with Mountain Humane, Police Chief Dave Kassner
 13. Discussion on FAR Exceedance Policy – Director of Planning & Building John Gaeddert
 14. Discussion of Council Meeting dates and times for 2020 – Mayor Neil Bradshaw
- ADJOURNMENT

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

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

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

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

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

Please note that all people may speak at public hearings.

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

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

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

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Thank you for your participation.

We look forward to hearing from you



City Council
Regular Meeting
~ Minutes ~

Limelight Hotel
Ketchum, ID 83340
<http://ketchumidaho.org/>

Robin Crotty
208-726-3841

Monday, October 21, 2019

4:00 PM

Ketchum City Hall

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

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

- **CALL TO ORDER**

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

- **ROLL CALL**
- **COMMUNICATIONS FROM MAYOR AND COUNCILORS**

Councilor Amanda Breen encouraged the public to vote early at the Court House in Hailey and advised that Ketchum Voters will be voting at the Community Library this year. Councilor Courtney Hamilton talked about the conference she attended for resort towns and all that she learned and advised that the conference will be at Breckenridge next year.

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

Jed Gray, Ketchum Rural Fire Chair is here to endorse the Fire Bond and advised that building a new fire house for the City of Ketchum will assist in the support of consolidation.

Jim Hungleman questioned, what is Ketchum and what do we want it to be? He read aloud what he believes the public wants and the importance of transparency in city government stating that businesses and all local governments need to work together. He talked about capital investments of the city and said to minimize the local taxes.

Jason Shearer, YMCA, talked about the plan to build a fire station. He talked about amending the YMCA's parking agreement and went over what is included in the amendment. Jason Shear's talked about the council, meeting the terms of this agreement and at this time the city has not agreed to accept this amendment. He said he is in support of the fire fighter's facility, but the council needs to understand that they need to support the "Y's" parking needs, or the "Y" will not support the fire station.

Public Comment closed.

Mayor Neil Bradshaw took a moment to clarify that the City is in support of the YMCA and expressed that we are very close to an agreement. He personally feels a resolution will be found in the next few days and will be able to support each other's mission.

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

Councilor Amanda Breen pulled item #14

Councilor Courtney Hamilton pulled item #1

1. Approval of Minutes: Regular Meeting October 7, 2019

Councilor Courtney Hamilton clarified she did not have an ex-parte' conversation with John Purnell and she doesn't know who he is. She requested that get stricken from the minutes.

Motion to approve consent Item 1 with changes noted.

Motion made by Councilor Hamilton, Seconded by Councilor Breen

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

2. Authorization and approval of the payroll register
3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$172,318.46 as presented by the Treasurer
4. Recommendation to approve Snow Hauling Contracts #20404-#20410 – Director of Streets and Facilities Brian Christiansen
5. Recommendation to approve the Dozer Rental Contract #20411 – Director of Streets and Facilities Brian Christiansen
6. Recommendation to approve Encroachment Agreement #20420 with Sun Valley Company—City Administrator Suzanne Frick
7. Recommendation to approve Encroachment Agreement #20421 with Giacobbi Square LLC—City Administrator Suzanne Frick
8. Recommendation to reappoint Mathew Mead to the Planning & Zoning Commission for a second three-year-term and approve Resolution #19-022 – Director of Planning & Building John Gaeddert
9. Recommendation to adopt Resolution #19-023 declaring certain property as surplus – Director of Finance & Internal Services Grant Gager
10. Recommendation to approve alcohol license for Irving's Red Hots – Director Finance & Internal Services
11. Recommendation to Approve Contract #20413 with Banyon Technologies for Comprehensive Service Agreement – Wastewater Superintendent Mick Mummert
12. Recommendation to approve Purchase Order #20400 with Banyon Technologies for upgrades to monitoring system – Water Superintendent Pat Cooley
13. Recommendation to approve Purchase Order #20422 to Enviro-Clean Intermountain LLC for repairs – Water Superintendent Pat Cooley

Motion to approve consent items 2 – 13.

Motion made by Councilor Hamilton, Seconded by Councilor Breen

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

14. Recommendation to approve the FAR Exceedance Agreement #20424 for the Lofts at 660 condominium project – Director of Planning & Building John Gaeddert

Councilor Amanda Breen questioned the documents in the packet. Associate Planner Abby Rivin advised that this is a draft to the application and staff will correct the LLC and will clarify the contract and make changes.

Motion to approve consent item #14

Motion made by Councilor Breen, Seconded by Councilor Hamilton

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

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

15. Sun Valley Economic Development Quarterly Report – Executive Director, Harry Griffith

Executive Director Harry Griffith summarized saying the culinary school is progressing, they are assisting the PEG group with development impact and invited everybody to the Economic Summit next Monday.

Mayor Neil Bradshaw asked for public comment. There was none

Mayor Neil Bradshaw advised that he plans on attending the Economic Summit and has toured the Culinary Institute.

16. ACTION ITEM: Recommendation to approve the FAR Exceedance Agreement #20423 for the Sun Valley & First Mixed-Use Building project – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw summarized that BCHA is not managing this property, but another company will be.

Mayor Neil Bradshaw asked for public comment

BCHA Executive Director, Nathan Harvil, asked for clarity stating BCHA would like to know who applies and who is awarded housing in effort to keep their database up to date. He stressed that locals take priority.

Councilor Courtney Hamilton asked why they are using another firm. Director of Planning & Building John Gaeddert advised that Dave Wilson could not be here tonight, and he cannot speak for him. Council President Michael David explained that they are an affordable housing company and if they can use a comparative list and can get the BCHA the information needed so that the database stays up to date, he does not see a problem. Mayor Bradshaw asked Nathan Harvil if this is an issue? Nathan Harvil explained the process for the candidates and the owner. He went onto talk about BCHA guidelines and involvement as well as the importance of having the locals be offered the first opportunity. Mayor Neil Bradshaw asked if changes need to be made to the contract. John Gaeddert would like to table this matter until the next meeting.

Motion to continue FAR Exceedance to November 4, 2019

Motion made by Councilor Hamilton, Seconded by Council President David.

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

17. ACTION ITEM: Recommendation to approve Crossbuck Sublot 4B Final Plat – Director of Planning & Building John Gaeddert

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

Mayor Neil Bradshaw asked Council for questions or comments. There were none

Motion to approve the Crossbuck Townhomes Lot 4B Final Plat subject to City issuance of a Certificate of Occupancy for the Lot 4B unit.

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

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

18. ACTION ITEM: Recommendation to approve Onyx & Leadville Preliminary Plat – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw opened the meeting for public comment.

Shannon Flavin, representing the developer, talked about the history and the first meetings with the City. He talked about the language in the Exceedance Agreement and their ability to swap out the property to move into the affordable housing inventory, advising this has happened. They've identified another property for the community, with almost the same square footage in a great location. It's located on Irene and it's two units. Shannon Flavin advised that the developer has been a supporter from the beginning stating that it's been very important to him to provide immediate housing instead of in-lieu fees.

BCHA Executive Director, Nathan Harvil, agrees this property is a better fit. It is a two-rental unit, it meets the needs of two households and is more affordable. This is an immediate solution to a need that we have in the Housing Authority and the BCHA endorses this swap.

Mayor Neil Bradshaw confirmed this is an approval of the plat. Exceedance Agreement will be forthcoming. Director of Planning and Building advised that the planning department will be amending the exceedance agreement and bringing that back to council for approval.

Motion to approve the Only at Leadville Condominium Subdivision Preliminary Plat application, subject to conditions 1-9.

Motion made by Councilor Hamilton, Seconded by Council President David.

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

19. ACTION ITEM: Recommendation to approve Resolution #19-024 amending the Fee Schedule and charges for all City Departments – Director of Finance & Internal Services Grant Gager
Mayor Neil Bradshaw asked council for comments and questions explaining this is something we do every year.

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

Mayor Neil Bradshaw asked Director of Finance and Internal Services Grant Gager about the methodology. Grant Gager noted that the city budget is predicated on 4.9% increases. He talked about the declining fund balances in the water and wastewater funds over the past number of years.

Assistant City Administration explained the difference between a street party and a block party stating that a street party is a private party.

Councilor Jim Slanetz questioned non metered users. City Administrator Suzanne Frick talked about a new rate structure. She explained that a non-metered rate is the average use during the winter period and the city is working on getting them onto a metered system.

Councilor Jim Slanetz questioned the hydrant fill rate of \$15.00. City Attorney Matt Johnson advised that the fee is just one of the steps involved in using a fire hydrant.

Motion to adopt Resolution 19-024 adopting fees and fee schedules for all City Departments.

Motion made by Councilor Hamilton, Seconded by Council President David.

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

Mayor invited the youth in the class to introduce themselves.

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

20. ACTION ITEM: Recommendation to approve Contract #20415 with Sun Valley Economic Development (SVED)—City Administrator Suzanne Frick

Councilor Amanda Breen recused.

Mayor Neil Bradshaw asked council for comments and questions.

Councilor Courtney Hamilton advised there is a typo in section 1 - \$10,000 should be \$9,000.

Motion to approve with change as outlined

Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.

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

Voting Abstaining: Councilor Breen

21. ACTION ITEM: Recommendation to approve Contract #20417 with Ketchum Community Development Corporation (KCDC)—City Administrator Suzanne Frick

Mayor Neil Bradshaw asked council for comments and questions.

Councilor Courtney Hamilton questioned the structure. City Administrator Suzanne Frick advised that all money will be billed from KCDC to the City.

Motion to authorize the Mayor to sign Contract 20417 with the Ketchum Community Development Corporation.

Motion made by Council President David, Seconded by Councilor Hamilton.

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

22. ACTION ITEM: Recommendation to approve Contract #20418 with Frederick Allington—City Administrator Suzanne Frick

Councilor Jim Slanetz questioned if this contract ever goes out to bid. City Administrator Suzanne Frick advised that it does not go out to bid and advised how the contract works with a prosecutor and advised that he is the prosecutor for several jurisdictions. Jim Slanetz questioned if we get data from the workload. Director of Finance & Internal Services Grant Gager said there is some form of measurement from the County Court Fines which is about \$22,000 per year. Councilor Amanda Breen explained that Rick Allington is the prosecutor for all cities in the County. The efficiencies are obvious, and we get a good value for what he is charging. Attorney Matt Johnson explained that this category is exempt from the RFP process.

Motion to authorize the Mayor to sign Contract 20418 with Frederick Allington

Motion made by Councilor Hamilton, Seconded by Council President David.

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

23. ACTION ITEM: Recommendation to approve Parking Agreement #20419 with the Ketchum Urban Renewal Agency

Councilor Amanda Breen advised that the KURA approved this today. Councilor Courtney Hamilton questioned how much we make a year on the lot. Director of Finance and Internal Services Grant Gager advised that it is \$5,000 a year. It is a parking management tool not a revenue generator.

Motion to approve Contract 20419, a revised license for access and use of property, with the Ketchum Urban Renewal Agency and authorize the Mayor to sign the Contract.

Motion made by Councilor Breen, Seconded by Councilor Slanetz.

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

● **EXECUTIVE SESSION**

24. Discussion pursuant to 74-206 (1) (a)

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

Motion to go into executive session at 4:57 p.m.

Motion made by Councilor Slanetz, Seconded by Councilor Breen

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

Motion to come out of executive session at 5:27 p.m.

Motion made by Councilor Hamilton, Seconded by Councilor Breen

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

● **ADJOURNMENT**

Motion to adjourn at 5:28 p.m.

Motion made by Councilor Hamilton, Seconded by Councilor Breen

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

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
LEGISLATIVE & EXECUTIVE			
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	615216	615216 102519	45.00
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	INH-000434	Nameplate	11.50
COPY CENTER LLC	1190	Budget Books	765.80
Total LEGISLATIVE & EXECUTIVE:			822.30
ADMINISTRATIVE SERVICES			
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	615216	615216 102519	63.00
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ASSOCIATED BUSINESS FORMS,	3247	City Checks	349.11
ATKINSONS' MARKET	02790182	Soap	2.04
ATKINSONS' MARKET	04842576	Soap	1.89
ATKINSONS' MARKET	08464922	Supplies	24.13
COPY & PRINT, L.L.C.	INH-000403	Office Supplies	195.41
COPY & PRINT, L.L.C.	INH-000454	Pens	45.98
COPY & PRINT, L.L.C.	INH-000463	Folders	51.98
COPY & PRINT, L.L.C.	INH-000464	calendar	40.49
FEDEX	677091851	Shipping	5.51
GEM STATE PAPER & SUPPLY	1012305	Paper Supplies	200.44
01-4150-4200 PROFESSIONAL SERVICES			
INTEGRA INFORMATION TECH I	23241	Destruction of Paper	288.00
01-4150-4600 PROPERTY & LIABILITY INSURANCE			
ICRMP	02097-1920-1	Annual Member Contribution for Policy Period 10-01-19 to 09-30-20	71,058.50
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
WOOD RIVER INSURANCE	1840	Notary Bond for Lisa Enourato	60.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 10	2087264135 101319	967.04
CENTURY LINK	2087265574 10	2087265574 101319	52.08
VERIZON WIRELESS	365459737 101	365459737 101319	43.10
VERIZON WIRELESS	965494438 101	965494438 101019	86.20
01-4150-5110 COMPUTER NETWORK			
APEX	00028942	Lenel System Upgrade	240.00
01-4150-5150 COMMUNICATIONS			
SNEE, MOLLY	1926	October Retainer	4,500.00
01-4150-5200 UTILITIES			
CITY OF KETCHUM	103019	9994 - October	162.36

Vendor Name	Invoice Number	Description	Net Invoice Amount
CITY OF KETCHUM	103019	9997 - October	318.12
CITY OF KETCHUM	103019	772 - October	58.30
CITY OF KETCHUM	103019	360 - October	48.76
IDAHO POWER	2200749261 10	2200749261 102419	1,575.50
INTERMOUNTAIN GAS	44919030005 1	44919030005 102519	14.22

01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS

WOOD RIVER PEST MANAGEME	15015	Pest Control Service - Fire Dept.	125.00
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Total ADMINISTRATIVE SERVICES:

80,577.16

PLANNING & BUILDING**01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)**

STARLEY-LEAVITT INS. AGENCY	615216	615216 102519	36.00
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01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG

PERRY'S	102919	Expo Food	55.00
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Total PLANNING & BUILDING:

91.00

FACILITY MAINTENANCE**01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)**

STARLEY-LEAVITT INS. AGENCY	615216	615216 102519	27.00
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01-4194-3200 OPERATING SUPPLIES

CHATEAU DRUG CENTER	2124174	Supplies	17.08
GEM STATE PAPER & SUPPLY	1011964	Paper Supplies	269.30

01-4194-3500 MOTOR FUELS & LUBRICANTS

UNITED OIL	393021	38950 100419	913.15
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01-4194-5200 UTILITIES

CITY OF KETCHUM	103019	9991 - October	52.77
CITY OF KETCHUM	103019	9995 - October	79.66
CITY OF KETCHUM	103019	9996 - October	48.77
CITY OF KETCHUM	103019	532 - October	68.77
CITY OF KETCHUM	103019	536 - October	124.98
CITY OF KETCHUM	103019	560 - October	16.22
CITY OF KETCHUM	103019	1127 - October	13.21
CITY OF KETCHUM	103019	1245 - October	35.55
CITY OF KETCHUM	103019	456 - October	13.22
IDAHO POWER	2201272487 10	2201272487 102219	67.30
IDAHO POWER	2203538992 10	2203538992 102219	50.63
INTERMOUNTAIN GAS	65669030002 1	65669030002 102519	9.79

01-4194-5300 CUSTODIAL & CLEANING SERVICES

WESTERN BUILDING MAINTEN	0121172-IN	Monthly Janitorial Services	4,798.12
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01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI

RIVER RUN AUTO PARTS	6538-147297	Air and Oil Filters	370.61
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01-4194-6950 MAINTENANCE

CHATEAU DRUG CENTER	2133400	Paint	5.69
PIPECO, INC.	S3563111.001	Rake	9.62
PIPECO, INC.	S3566497.001	Rotary Park Supplies	30.69
RIVER RUN AUTO PARTS	6538-147024	Arctic Ban	41.70

Vendor Name	Invoice Number	Description	Net Invoice Amount
RIVER RUN AUTO PARTS	6538-147069	Arctic Ban	13.90
Total FACILITY MAINTENANCE:			7,077.73

POLICE**01-4210-3200 OPERATING SUPPLIES**

CHATEAU DRUG CENTER	2140276	CSO Winter Supplies	50.31
DAVIS EMBROIDERY INC.	34388	CSO Embroidery	64.23

01-4210-3620 PARKING OPS EQUIPMENT FEES

VERIZON WIRELESS	965494438 101	965494438 101019	86.20
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Total POLICE: 200.74

FIRE & RESCUE**01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)**

STARLEY-LEAVITT INS. AGENCY	615216	615216 102519	117.00
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01-4230-3200 OPERATING SUPPLIES FIRE

ATKINSONS' MARKET	08463353	Supplies	15.17
CHATEAU DRUG CENTER	2135710	Supplies	11.38
CHATEAU DRUG CENTER	2136233	Supplies	8.54
CHATEAU DRUG CENTER	2136382	Supplies	7.58
DAVIS EMBROIDERY INC.	34420	Embroider Services	15.00
GEM STATE PAPER & SUPPLY	1011762	Paper Supplies	61.91
CURTIS TOOLS FOR HEROES	INV328478	Chimney Snuffer Kit	695.00

01-4230-3210 OPERATING SUPPLIES EMS

ATKINSONS' MARKET	08463353	Supplies	15.17
BOUNDTREE MEDICAL	83389059	Medical Supplies	807.45
CHATEAU DRUG CENTER	2135710	Supplies	11.38
GEM STATE PAPER & SUPPLY	1011762	Paper Supplies	61.91
PRAXAIR DISTRIBUTION INC.	92549869	Cylinder Rental	50.45
ST. LUKES HEALTH SYSTEM	IN20743	Medical Supplies	33.60

01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE

UNITED OIL	922387	37267 101519	289.46
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01-4230-3510 MOTOR FUELS & LUBRICANTS EMS

UNITED OIL	922387	37267 101519	140.15
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01-4230-4220 PROFESSIONAL SRVS FIRE CHIEF

ALLSTAR PROPERTY MANAGEM	103019	1st Month Rent Fire Chief	1,700.00
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01-4230-4900 TRAINING/TRAVEL/MTG FIRE

IDAHO BUREAU OF EMS & PREP	3112	ALS License Renewal - Tom Ancona	25.00
Saint Alphonsus	19SMTC-15-02	2019 Trauma Conference	525.00
Saint Alphonsus	19SMTC-15-02	2019 Trauma Conference	525.00

01-4230-4920 TRAINING-FACILITY

CLEAR CREEK DISPOSAL	0001273615	1848 102519	57.46
COX WIRELESS	047339201 100	047339201 100819	99.79

01-4230-5100 TELEPHONE & COMMUNICATION FIRE

VERIZON WIRELESS	765494480 101	765494480 101319	177.95
COX WIRELESS	027222301 102	027222301 102019	59.72

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
COX WIRELESS	027222301 102	027222301 102019	59.71
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
A.C. HOUSTON LUMBER CO.	1910-564216	Shop Supplies	191.57
A.C. HOUSTON LUMBER CO.	1910-568631	Station Supplies	8.25
ALSCO - AMERICAN LINEN DIVI	LBO11749249	5109 102819	29.75
RIVER RUN AUTO PARTS	6538-147238	Shop Supplies	18.62
RIVER RUN AUTO PARTS	6538-147359	Lube	31.58
CURTIS TOOLS FOR HEROES	INV329166	Waterway Shutoff	230.00
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
CURTIS TOOLS FOR HEROES	INV328644	Quarterly Air Sample and Line Valve Fix	491.50
Total FIRE & RESCUE:			6,572.05
STREET			
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	615216	615216 102519	81.00
01-4310-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2135241	Pad Lock and Filter	40.83
GEM STATE PAPER & SUPPLY	1012158	Paper Supplies	133.04
SUMMIT SAFETY LLC	249478A	Uniform Imprints	133.31
01-4310-3400 MINOR EQUIPMENT			
ELEPHANT'S PERCH	1000646720	Street's Bike Tune Up	75.00
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
SAFETY SERVICES COMPANY	810633	Safety Meetings	267.99
01-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	365459737 101	365459737 101319	46.10
VERIZON WIRELESS	365459737 101	365459737 101319	43.10
01-4310-5200 UTILITIES			
CITY OF KETCHUM	103019	9993 - October	87.29
CITY OF KETCHUM	103019	9999 - October	82.77
IDAHO POWER	2204882910 10	2204882910 101419	402.96
INTERMOUNTAIN GAS	49439330009 1	49439330009 102519	25.65
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
RIVER RUN AUTO PARTS	6538-146943	Sealant	12.78
WESTERN STATES CAT	IN001115421	Strap and Bolt	92.85
WESTERN STATES CAT	IN001115429	Spider GP	144.58
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	1910-566198	F550 Supplies	13.98
BOISE RIGGING SUPPLY	B076721	Plow Truck Supplies	814.82
CLEARWATER POWER EQUIPME	10221932	Blade Guide	114.80
KODIAK AMERICA LLC	004254	Blower Bearing	1,020.82
NAPA AUTO PARTS	991145	Connections for F550	13.52
NAPA AUTO PARTS	991299	D-Rings	65.08
NAPA AUTO PARTS	991418	Butt Connector	19.00
NAPA AUTO PARTS	991584	D-Ring	21.96
NAPA AUTO PARTS	991643	Oil Filter	11.98

Vendor Name	Invoice Number	Description	Net Invoice Amount
NAPA AUTO PARTS	991785	Filters	72.85
NAPA AUTO PARTS	992040	Hyd Fil	17.58
NAPA AUTO PARTS	992473	Hydraulic Fittings	82.90
SHEETMETAL FABRICATION	15590	Steel for F550 Bed	743.00
UNITED OIL	184867	37269 102519	180.86
WESTERN STATES CAT	CM00078553	Credit Cutting Edge	186.15-
WESTERN STATES CAT	IN001115425	Equipment Oil	1,100.00
WESTERN STATES CAT	IN001117908	Cutting Edges	651.50
WESTERN STATES CAT	IN001119251	Cutting Edge	186.15
WESTERN STATES CAT	IN001119271	Switch A	152.25
WESTERN STATES CAT	IN001119280	Indicator	38.20
WESTERN STATES CAT	IN001120561	Cutting Edges	4,945.20
WESTERN STATES CAT	IN001120575	Cutting Edge	130.30
WESTERN STATES CAT	IN001120586	Cutting Edge	521.20
JACKSON GROUP PETERBILT	209354	J-Hook	60.39

01-4310-6910 OTHER PURCHASED SERVICES

ALSCO - AMERICAN LINEN DIVI	LBO11746827	5831 101819	48.11
ALSCO - AMERICAN LINEN DIVI	LBO11748811	5831 102519	48.11
EASY PACK INC	188211	Radio Mailing	17.22
NAPA AUTO PARTS	992107	Adapter Kit	45.49
NAPA AUTO PARTS	992866	Worklamp	135.71
RIVER RUN AUTO PARTS	6538-147137	Shop Supplies	6.72
SUPERIOR DOOR CO., INC.	101619	Door Repair	30.00
TREASURE VALLEY COFFEE INC	2160 06351522	COFFEE and Tea	64.86
CINTAS FIRST AID & SAFETY	5015019866	First Aid Supplies	112.16

01-4310-6920 SIGNS & SIGNALIZATION

A.C. HOUSTON LUMBER CO.	1910-567936	T-Post Signs Parts	56.08
ECONO SIGNS LLC	10-956199	Signage	137.93
ECONO SIGNS LLC	10-956248	Signage	378.60

01-4310-6930 STREET LIGHTING

IDAHO POWER	2201013857 10	2201013857 102219	12.12
IDAHO POWER	2203855230 10	2203855230 102219	49.13
IDAHO POWER	2204535385 10	2204535385 102219	36.87
IDAHO POWER	2204882910 10	2204882910 101419	1,490.68
IDAHO POWER	2206773224 10	2206773224 102219	9.00

01-4310-6950 MAINTENANCE & IMPROVEMENTS

A.C. HOUSTON LUMBER CO.	1910-567866	Pump Sprayer	27.39
COLOR HAUS, INC.	226750	Sidewalk Paint	86.47
COLOR HAUS, INC.	226751	Roller Frame	3.99
LUTZ RENTALS	100798-1	Forklift Rental	121.74
LUTZ RENTALS	101070-1	Breaker Rental	77.33
WALKER SAND AND GRAVEL	677608	Crushed Fines	1,772.69
WALKER SAND AND GRAVEL	678683	Crushed Fines	1,431.39
WALKER SAND AND GRAVEL	680094	Clean Fill	31.52
WALKER SAND AND GRAVEL	680094	Crushed Fines	350.69

Total STREET:

19,043.44

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

STARLEY-LEAVITT INS. AGENCY	615216	615216 102519	36.00
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Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4510-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	1910-566678	Spray Paint	4.59
GEM STATE PAPER & SUPPLY	1011640	Paper Supplies	121.55
01-4510-3250 RECREATION SUPPLIES			
CASH	101819	10/24 No School Adventure	260.00
KETCHUM KITCHENS	220000098732	Slicer	36.71
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	02789413	Concessions	9.45
ATKINSONS' MARKET	04842749	Concessions	4.17
ATKINSONS' MARKET	05236584	Concessions	95.94
ATKINSONS' MARKET	08458589	Concessions	18.23
KETCHUM KITCHENS	220000099271	Thermopop	32.12
KETCHUM KITCHENS	220000099489	Brush	9.71
01-4510-4200 PROFESSIONAL SERVICE			
CLEAR CREEK LAND CO. LLC	23443	180 110119	90.00
01-4510-5200 UTILITIES			
IDAHO POWER	2206452274 10	2206452274 102219	624.53
INTERMOUNTAIN GAS	31904030009 1	31904030009 102519	83.28
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
RIVER RUN AUTO PARTS	6538-147107	Zambonie Battery	154.95
RIVER RUN AUTO PARTS	6538-147154	Zambonie Parts	28.20
Total RECREATION:			1,609.43
Total GENERAL FUND:			115,993.85
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-3200 OPERATING SUPPLIES			
LUTZ RENTALS	97912-12	Propane	17.08
Total WAGON DAYS EXPENDITURES:			17.08
Total WAGON DAYS FUND:			17.08
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7201 ESF- PUBLIC OUTREACH/DESIGN			
COPY CENTER LLC	1165	Ketchum Mailer	4,818.78
COPY CENTER LLC	1166	Ketchum Mailer	1,614.46
Total GENERAL CIP EXPENDITURES:			6,433.24
Total GENERAL CAPITAL IMPROVEMENT FD:			6,433.24
FIRE & RESCUE CAPITAL IMPR.FND			
FIRE/RESC CAPITAL EXPENDITURES			
11-4230-7600 OTHER MACH & EQUIP			
CURTIS TOOLS FOR HEROES	INV326107	Truck 1 Power Blower	3,955.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total FIRE/RESC CAPITAL EXPENDITURES:			3,955.00
Total FIRE & RESCUE CAPITAL IMPR.FND:			3,955.00
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6090 CONSOLIDATED DISPATCH			
BLAINE COUNTY EMERGENCY	201021	1st Quarterly Payment	38,070.50
Total ORIGINAL LOT TAX:			38,070.50
Total ORIGINAL LOT FUND:			38,070.50
WATER FUND			
WATER EXPENDITURES			
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	615216	615216 102519	27.00
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	275134	Supplies	26.43
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	1910-564220	Sealing Pipe	7.47
A.C. HOUSTON LUMBER CO.	1910-568498	Credit	4.81-
ALSCO - AMERICAN LINEN DIVI	LBOI1744838	5493 101119	59.79
ALSCO - AMERICAN LINEN DIVI	LBOI1748838	5192 102519	24.49
CHATEAU DRUG CENTER	2125207	Supplies	6.64
PIPECO, INC.	S3557319.001	Marking Paint	66.82
PIPECO, INC.	S3557751.001	Nipples and Coupling	42.20
SILVER CREEK SUPPLY	S2070039.001	Insulation	195.19
63-4340-3500 MOTOR FUELS & LUBRICANTS			
GP OIL, LLC	1820	Used Oil Pickup	42.50
63-4340-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	365516521 101	365516521 101319	131.17
VERIZON WIRELESS	965494438 101	965494438 101019	25.62
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 10	2202458903 102119	84.75
IDAHO POWER	2203658592 10	2203658592 102519	7,239.88
IDAHO POWER	2206786259 10	2206786259 102119	31.76
Total WATER EXPENDITURES:			8,006.90
Total WATER FUND:			8,006.90
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7800 CONSTRUCTION			
D & L SUPPLY	90250	RISERS/RINGS/DRILLS	1,044.62
64-4340-7802 KETCHUM SPRING WA CONVERSION			
A.C. HOUSTON LUMBER CO.	1910-564310	STD & BTR Grind	11.92

Vendor Name	Invoice Number	Description	Net Invoice Amount
LUNCEFORD EXCAVATION, INC.	10282	Trail Creek Tie In	17,873.14
Total WATER CIP EXPENDITURES:			18,929.68
Total WATER CAPITAL IMPROVEMENT FUND:			18,929.68
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	615216	615216 102519	54.00
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	275134	Supplies	26.43
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBOI1748838	5192 102519	24.49
ALSCO - AMERICAN LINEN DIVI	LBOI1748839	5292 102519	115.01
ATKINSONS' MARKET	04845022	Water	6.06
ATKINSONS' MARKET	08457100	Water	6.06
CHATEAU DRUG CENTER	2135289	Pest Control	24.68
D & B SUPPLY INC.	90375	Uniforms	124.97
65-4350-3500 MOTOR FUELS & LUBRICANTS			
GP OIL, LLC	1820	Used Oil Pickup	42.50
65-4350-3800 CHEMICALS			
THATCHER COMPANY, Inc.	1480386	Alu Sulfate	4,884.00
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
OXFORD SUITES BOISE	BSE-7697	Room Charge - Chad Riggs	228.00
OXFORD SUITES BOISE	BSE-7698	Room Charge - Jeffery Gilbertson	228.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 10	2087268953 101319	54.42
VERIZON WIRELESS	965494438 101	965494438 101019	83.11
65-4350-5200 UTILITIES			
IDAHO POWER	2202703357 10	2202703357 102119	72.98
IDAHO POWER	2206786259 10	2206786259 102119	31.76
INTERMOUNTAIN GAS	58208688554 1	58208688554 102519	9.79
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
LUTZ RENTALS	100684-1	Jack Stands Rental	16.80
LUTZ RENTALS	100796-1	Jack Transmission	21.31
RIVER RUN AUTO PARTS	6538-146950	Parts	45.99
RIVER RUN AUTO PARTS	6538-147200	Parts	23.28
FREEWAY TRANSMISSION	IN126502	2007 Explorer Transmission and Freight	3,000.00
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
PLATT ELECTRIC SUPPLY	Z540156	LED Lights	103.82
Total WASTEWATER EXPENDITURES:			9,227.46
Total WASTEWATER FUND:			9,227.46
WASTEWATER CAPITAL IMPROVE FND			

Vendor Name	Invoice Number	Description	Net Invoice Amount
WASTEWATER CIP EXPENDITURES			
67-4350-7810 HEADWORKS CONSTR. & EQUIP.			
HDR ENGINEERING, INC.	1200224750	20175 1200224750	1,606.88
Total WASTEWATER CIP EXPENDITURES:			1,606.88
Total WASTEWATER CAPITAL IMPROVE FND:			1,606.88
PARKS/REC DEV TRUST FUND			
PARKS/REC TRUST EXPENDITURES			
93-4900-6800 KETCHUM ARTS COMMISSION			
WINDYCITY ARTS, INC.	2019-579	Sign	62.50
Total PARKS/REC TRUST EXPENDITURES:			62.50
Total PARKS/REC DEV TRUST FUND:			62.50
COMBINED CASH FUND			
99-1174-0000 CASH CLEARING-ACCTS.RECEIVABLE			
ELEVATION BUILDERS, INC	101719	Refund Over Payment	3,070.00
Total :			3,070.00
Total COMBINED CASH FUND:			3,070.00
Grand Totals:			205,373.09

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes



City of Ketchum

November 4, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing, deliberate, and approve the 1st Reading of Ordinance #1202

Recommendation and Summary

Staff is recommending the Council: Move to approve First Reading of proposed Ordinance #1202 as set forth in **Attachment A** [Please note any specific edits/changes to the ordinance, as shown in Exhibit A]

The primary reasons for the recommendation are to:

- clarify that any project proposed in the CC Subdistrict 1 that provides 100% community housing above the 1st floor and complies with the ground floor street frontage uses of the Subdistrict would be recognized as a 100% community housing project; and
- to establish increase the allowable height of buildings devoted 100% towards community housing to 52' (versus 50' as allowed currently by ordinance); and
- help implement a key policy of the Ketchum Comprehensive Plan, which is to encourage a variety of housing options by, in part, "evaluating zoning, density, and infill policies" that remove barriers and create incentives to achieve the city's housing goals (p. 9).

Introduction and History

Ketchum zoning regulations aim to activate spaces on 1st floors in the CC Subdistrict 1 retail core area by excluding all residential uses on the 1st floor of buildings. This ordinance amendment continues this restriction for this subdistrict but clarifies that this restriction was not intended to disqualify high density 100% community housing projects located on top of permitted retail core 1st floor uses in a building. In other words, a 100% community housing building can include non-residential retail core uses on the 1st floor in the CC Subdistrict 1. This interpretation is supported by previous Ketchum City Council Request for Proposal determinations on the 6th and Leadville site, which is also in the CC Subdistrict 1 retail core.

Proposed Ordinance 1202 clarifies that a 100% community housing project above the 1st floor in Subdistrict 1 is allowed extra height consistent with the CC district use matrix dimensional standard set forth in §17.12.040 and as modified herein. An additional modification is to increase the allowable height for 100% community housing buildings from 50' to 52'. See **Attachment A** for additional detail.

Financial Impact

None

Attachment

A - Proposed Ordinance #1202 (*draft*)

ATTACHMENT A

ORDINANCE NO. 1202

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17 THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.12.040, DIMENSIONAL STANDARDS – CC DISTRICT PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Ketchum is strives to both encourage active, vibrant uses on the first floor of buildings in the Community Core – Subdistrict 1 and support the development of community housing; and

WHEREAS, Title 17, the Zoning Code, incentivizes the development of community housing by permitting greater building heights for such developments in the Community Core; and

WHEREAS, code amendments are necessary to clarify that buildings in the Community Core – Subdistrict 1 that contain the requisite active uses on the first floor qualify as buildings devoted 100% to community housing where all housing units within the building are designated community housing; and

WHEREAS, the 50' height limit for buildings devoted to 100% community housing is being amended to allow such buildings to be 52' in height in order to accommodate modern cost effective and efficient structural buildings methodologies; and

WHEREAS, this nominal height increase is warranted and justified in order to facilitate the development of community housing; and

WHEREAS, the City Council, having reviewed the proposed subdivision code amendments, held public hearings on _____.

WHEREAS, the City Council, having considered the recommendation of the Planning and Zoning Commission and submitted comments and testimony from the public, having determined that it is in the best interests of the public to adopt the proposed amendments to Title 16, Subdivision:

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

Section 1: AMENDMENTS TO SECTION 17.12.040: DIMENSIONAL STANDARDS, CC DISTRICT MATRIX:

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

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

COMMUNITY CORE DIMENSIONAL STANDARDS

Dimensional Standards		Subdistrict 1: Retail Core	Subdistrict 2: Mixed Use
Lot/FAR miscellaneous:			
	Minimum lot size	5,500 sq. ft.	
	Minimum lot width	Average of 55'	
	FAR requirements	See FAR requirements in section 17.124.040 of this title	
Minimum building setbacks:			
	Front and street side	0'	5' average
	Adjacent to alleyway	3'	
	Rear side not adjacent to an alleyway	0'	
	Interior side		
	Cantilevered decks and overhangs		
	Setback for 5th floors	20' from street sides and frontage and 10' on all other sides	
	Setback for 4th floors	10'	
	Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof from all building facades		
Maximum building heights:			

	Cantilevered decks and overhangs	8' above grade and/or walking surface
	Building height	42', unless otherwise allowed in this title
	Height of buildings devoted 100% towards community housing ¹	50' ¹ 52' ²
	Hotel building height (for hotel development standards see subsection 17.124.050B6 of this title)	68' ²
	Non-habitable structures located on building roof tops	10'
	Perimeter walls enclosing roof top deck and structures	4' above roof surface height. Perimeter roof top walls are required to be at least 75% transparent
	Roof top solar and mechanical equipment above roof surface	5'

Note:

1. For purposes of this Section, a project in the Community Core Subdistrict 1 that provides 100% community housing above the first floor and complies with the ground floor street frontage uses of the Subdistrict, shall be considered a 100% community housing project.

24. All buildings greater than 48 feet in height or that contain a 4th or 5th floor shall require final approval from the City Council. For hotel height standards, see subsection 17.124.050B6 of this title.

Section 2. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 3. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form attached 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 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on this
_____ day of _____ 2019.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City of Ketchum

November 4, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt for First Reading Ordinance 1204 Establishing Wastewater and Water Connection Fees for New Development

Recommendation and Summary

Staff is recommending the council hold a public hearing and adopt for first reading Ordinance 1204 and adopt the following motion:

I move to adopt for first reading and read by title only Ordinance 1204

The reasons for the recommendation are as follows:

- To ensure new development pays its fair share of costs to support the wastewater and water system, connection fees will be collected for new development projects instead of impact fees.
- A comprehensive study was prepared by Galena Engineering to establish the methodology and connection fee amount
- Adoption of the proposed ordinance will simplify the collection and administration of wastewater and water fees associated with new development

Introduction and History

The City of Ketchum has historically collected development impact fees for new connections to the municipal water and wastewater systems. While this approach was the preferred approach in 2011, staff is recommending the City replace wastewater and water development impact fees with an alternative method for collecting fees from new development. The City of Ketchum hired Galena Engineering to calculate water and wastewater connection fees in place of development impact fees. Connection fees may be used for system replacement and expansion.

Police, Fire, Parks and Street impact fees will continue to be collected once the Council adopts a revised study and Capital Improvement Plan. The current methodology for establishing those fees is out of date. Before new impact fees can be established, the City must adopt a five- year Capital Improvement Plan and an Impact Fee Study identifying the fee methodology. Staff is preparing this information and will provide Council with recommendations in January.

Analysis

The methodology Galena Engineering used to calculate connection fees equates to a user purchasing a fiscal share of the value of the system when requesting a new hook up or the enlargement of an existing connection. The report prepared by Galena Engineering (Attachment A), includes a detailed description of the

methodology used to calculate the City of Ketchum connection fees. The City of Ketchum's Water Facilities Plan, by J-U-B Engineers Inc. dated March 2017, and Wastewater Treatment Plant Facilities Plan, by Pharmer Engineering dated August 2009 were referenced for water and wastewater system component information and figures.

The proposed fees are based on updated system and cost information. A comparison of the proposed fees to the impact fees and the connection fees established by the City of Hailey are in Attachment B. Staff is recommending the City Council conduct a first reading of the proposed ordinance establishing the connection fees. If Council approves Ordinance 1204, on November 18, 2019 staff will present a resolution adopting the fees in addition to second reading of Ordinance 1204.

Financial Impact

The amount of fees collected will depend on the level of development. The fees will ensure new development pays its share of the cost to connect and maintain the wastewater and water systems.

Attachments:

Attachment A: October 18, 2019 Galena Engineering Connection Fee Study

Attachment B: Comparison of Connection Fees

Attachment C: Proposed Ordinance 1204

Attachment D: Redlined Version of Ordinance 1204

GALENA ENGINEERING

317 North River Street
Hailey, ID 83333
208.788.1705

Water and Wastewater Connection Fees

For

The City of Ketchum

October 18, 2019

ENGINEER OF RECORD
Samantha Stahlnecker

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Section 1: Introduction

The City of Ketchum has historically collected development impact fees for new connections to the municipal water and wastewater systems. Based on Galena Engineering's research, these development impact fees were most recently calculated in 2011 by determining the cost of anticipated system improvements to accommodate new development. A Water System Impact Fee Study by J-U-B Engineers, Inc. dated February 2011 states in Section 3.0 that "the purpose of an impact fee system is to properly accumulate revenues for the future replacement and expansion of major components of the water system for future growth which are not budgeted for replacement or expansion out of user fees collected throughout the life of the water system." It is Galena Engineering's understanding that the City of Ketchum desires to replace development impact fees with an alternative method for generating water and wastewater revenue. The City of Ketchum has tasked Galena Engineering with calculating water and wastewater connection fees to take the place of development impact fees. It is Galena Engineering's understanding that connection fees may be used for system replacement and expansion.

The methodology Galena Engineering used to calculate connection fees equates to a user purchasing a fiscal share of the value of the system when requesting a new hook up or the enlargement of an existing connection. This report includes a detailed description of the methodology Galena Engineering used to calculate the City of Ketchum connection fees. The City of Ketchum's Water Facilities Plan, by J-U-B Engineers Inc. dated March 2017, and Wastewater Treatment Plant Facilities Plan, by Pharmer Engineering dated August 2009 were referenced for water and wastewater system component information and figures.

Section 2: Connection Fee Calculation Methodology

2.1 Overview

Connection fees for both water and sewer were calculated by dividing the respective net system value by the equivalent connection capacity. The total net system value is calculated using Equation 2.1 below.

Equation 2.1: Net System Value

$$\text{Net System Value} = \text{Depreciated Gross System Value} - \text{Remaining Bond Principal} + \text{Funded Depreciation}$$

Each component of the above equation and the equivalent connection capacity for both water and wastewater are further detailed below.

2.2 Gross System Value

The gross system value is determined using a combination of the three methods below:

1. Updating the original construction cost of each major capital improvement to the system to current construction costs,
2. Updating the construction cost from an assumed reference year of each major capital improvement to the system to current construction costs, or
3. Calculating the construction cost using recent construction unit costs of each major capital improvement.

Methods 1 and 2 above are used to calculate the value of past improvements in current day dollars. Updating construction costs using these two methods is accomplished by determining the annual average engineering news record construction costs index ("ENR (CCI)") in the year the improvements were made, or an assumed reference year, and the year that the connection fee is being calculated. See Equation 2.2.

Equation 2.2: Updated Construction Value (using Methods 1 or 2)

$$\begin{aligned} \text{Updated Construction Value} \\ = \text{Original or Reference Year Construction Cost} * \frac{\text{Current Year ENR (CCI)}}{\text{Original or Reference Year ENR (CCI)}} \end{aligned}$$

Note that Galena Engineering used construction costs from the current year, 2019, for fiscal year (FY) 2020 connection fees, making the current year the assumed reference year. Therefore, for the sake of this report, method 2 was not utilized, but will be in the future as it is impractical to update all construction costs to the current year for every fiscal year update.

2.2.1 Water Distribution and Supply System

The water distribution gross system value was calculated using all three methods described in Section 2.2. First, Galena Engineering itemized and quantified significant water distribution system component's material type (if applicable), size (if applicable), quantity, and construction year. The City of Ketchum Water Department record maps and department personnel's recollection of construction history was utilized to quantify the aforementioned components. Once itemized, a majority of the distribution system component values were calculated using the recent construction costs. Current construction costs for some pipe materials no longer being used for construction were inaccessible, so original construction costs were scaled up using method 1 in Section 2.2 and utilized.

The water supply gross system value was calculated by itemizing significant components associated with the six existing well sites and one existing booster pump station and assigning the recent construction costs for each item. A map of the existing well and booster pump stations is included in the Water Facilities Plan.

Table 2.1: Water System Gross System Value Summary

System Component	Gross System Value
Water Distribution System	\$20,122,770.00
Water Supply System	\$11,983,180.00
<i>Total:</i>	<i>\$32,105,950.00</i>

2.2.2 Wastewater Collection and Treatment System

Galena Engineering calculated the wastewater collection system gross system value similarly to the water distribution system. First, each collection system component's material, size, quantity, and construction year were determined using the City of Ketchum Wastewater Department's record maps and department personnel recollection of construction history. Next, each component's value was calculated using the recent construction costs or an adjusted original construction cost.

The wastewater treatment plant gross system value was determined by compiling original contractor bids and/or invoices on record at the City of Ketchum Wastewater Department. The wastewater treatment plant serving the City of Ketchum is also utilized by the Sun Valley Water and Sewer District. Past and current Wastewater Facilities Plans have noted that ownership/use of the plant is divided equally between both entities; and therefore, Galena Engineering also assumed a 50/50 value split.

Table 2.2: Wastewater System Gross System Value Summary

System Component	Gross System Value
Sewer Collection System	\$9,870,995.00
Sewer Treatment System	\$9,779,645.00
<i>Total:</i>	<i>\$19,650,640.00</i>

2.3 Depreciated Gross System Value

Each system component's depreciation must also be subtracted from the gross system value. Galena Engineering assumed lifespans for all quantified components and reduced the gross system value by the utilized percentage of the item's lifespan. Tables 2.3 and 2.4 below summarize the calculated depreciated gross system values for both water and wastewater.

Table 2.3: Water System Depreciated Gross System Value Summary

System Component	Depreciated Gross System Value
Water Distribution System	\$11,296,795.00
Water Supply System	\$4,171,450.00
<i>Total:</i>	<i>\$15,468,245.00</i>

Table 2.4: Wastewater System Depreciated Gross System Value Summary

System Component	Depreciated Gross System Value
Wastewater Collection System	\$4,379,320.00
Wastewater Treatment System	\$4,388,345.00
<i>Total:</i>	<i>\$8,767,665.00</i>

2.4 Remaining Bond Principal

Galena Engineering requested remaining bond principal values from the City of Ketchum Treasurer. Because the city is currently committed to repaying these bonds to its residents, these remaining principals detract from the overall value of the system. Below is a summary and description of each remaining bond as of July, 2019.

Table 2.5: Water System Remaining Bond Principal

Bond Year and Description	Remaining Bond Principal
Water Revenue Refunding Bonds 2015 <i>To refund outstanding bonds from 2006- Ketchum Spring Line Conversion Per City of Ketchum Water Department Manager</i>	\$2,230,000 Distribution System
Water Refunding Bond 2016 <i>To refund outstanding bonds from 1998- Storage Tank Construction Per City of Ketchum Water Department Manager</i>	\$1,268,000 Supply System
Total:	\$3,498,000

Table 2.6: Wastewater System Remaining Bond Principal

Bond Year and Description	Remaining Bond Principal
Wastewater Revenue Refunding Bonds 2014 <i>To refund outstanding bonds from 2004 and 2006- Treatment Plant Upgrades (UV and Electrical Upgrade, Aeration Basin, Effluent Filters, Collection System)</i>	\$1,315,000 Split Evenly between Collection and Treatment Systems
Total:	\$1,315,000

2.5 Funded Depreciation

The funded depreciation is the remaining capital in each department's account, excluding unused development impact fees. Galena Engineering obtained the remaining account balances for the water and wastewater departments, listed in Table 2.7, from the City of Ketchum Treasurer.

Table 2.7: Remaining Account Balance Summary

System Component	Remaining Account Balance
Water Department	\$806,701
Wastewater Department	\$1,252,984
Total:	\$2,059,685

To determine if the account balances contain development impact fees, Galena Engineering reviewed a list of capital improvement project from 2012-2019. Those projects that contributed to the expansion of major components of the water or wastewater systems for future growth were confirmed as completed with the department manager and cross checked with water and wastewater asset records from the Treasurer's Department. Remaining development impact fees were deducted from the account balance.

Based upon this analysis, 0% of the water development impact fees collected from 2010 to 2019 appear to have been utilized. Wastewater development impact fees appear to have been partially utilized.

Table 2.8 below summarizes this information.

Table 2.8: Development Impact Fee Summary

Water Department	
Development Impact Fees Collected	\$479,893
Expansion Projects (Completion Year and Cost)	None
Remaining Development Impact Fees	\$479,893
Wastewater Department	
Development Impact Fees Collected	\$870,553
Expansion Projects (Completion Year and Cost)	Recycled Water Project- Vertical Turbine Pump (2012, \$37,000) Pump Station (2012, \$131,000) Pump Station Building (2012, \$84,170)
Remaining Development Impact Fees	\$618,383

The account balances shown in Table 2.7 include revenue from past development impact fees. The remaining development impact fees were deducted from the current account balances to determine the department funded depreciation values. Note that the account balances for both the water and wastewater departments were split evenly between the distribution/supply and collection/treatment systems.

Table 2.9: Funded Depreciation Summary

System Component	Funded Depreciation
Water Department (Split 50%/50% between Distribution and Supply)	\$326,808
Wastewater Department (Split 50%/50% between Collection and Treatment)	\$634,601
Total:	\$961,409

2.6 Net System Value

The net system value is then calculated using Equation 2.1. Tables 2.8 and 2.9 summarize the net system value for the City of Ketchum water and wastewater systems.

Table 2.10: Water Net System Value Summary

System Component	Net System Value
Water Distribution System	\$9,230,200
Water Supply System	\$3,066,854
<i>Total:</i>	<i>\$12,297,054</i>

Table 2.11: Wastewater Net System Value Summary

System Component	Net System Value
Wastewater Collection System	\$4,039,119
Wastewater Treatment System	\$4,048,146
<i>Total:</i>	<i>\$8,087,265</i>

2.7 Equivalent Connection Capacity

Equivalent connection capacity is the number of connections the current system could accommodate while functioning at capacity. Galena Engineering utilized system capacities and user demand/production quantities from the Water Facilities Plan by J-U-B Engineers, March 2017, and the Ketchum/ Sun Valley Wastewater Treatment Plant Facilities Plan by Pharmer Engineering, August 2009 to calculate equivalent connection capacity.

2.7.1 Water Distribution System

The water distribution system equivalent connection capacity is calculated by dividing the system capacity by the demand per connection.

Calculation of the distribution system capacity is complex because any single system component could be perceived as defining the maximum capacity of the entire system, or alternatively, some assumed percentage of the entire system could represent capacity. Regardless, one thing is certain: the current distribution system can handle any peak hour demand previously required, and has additional capacity beyond that demand.

According to the aforementioned Water Facilities Plan, the highest recorded maximum day demand, per Figure 3-2, was 5.9 million gallons per day (mgd). Section 3.4.1 further defines a peak hour factor of either 1.25, peaking factor with only one year of data, or 1.5 for conservative planning practices. For the sake of this report, Galena Engineering selected the more conservative peaking factor of 1.5 per the Water Facilities Plan recommendations. The equivalent peak hour demand utilized is therefore 8.85 mgd.

Galena Engineering then calculated the maximum day demand per connection utilizing maximum day demand volumes per capita multiplied by the seasonal peak number of people per connection. According to Section 3.4.1 of the Water Facilities Plan, the maximum day demand per capita was 672 gallons per capita per day (gpcpd). This value was based upon the highest recorded maximum day demand of 5.9 mgd (2007) and the peak equivalent population of 8,783 residents per Table 3-2. The City of Ketchum has made a number of repairs to the distribution system, specifically on the Ketchum Spring Water Line, thereby reducing the amount of unmetered water, or water loss due to leaks in the system. Based upon water usage data received from the City of Ketchum Water Department for 2016-2019, the maximum day demand never exceeded 4.8 mgd. Given the downward trend shown in Figure 3-2 of the Water Facilities Plan and the supporting usage data from 2016-2019, Galena Engineering used a more appropriate, but still conservative, maximum day demand of 5.0 mgd to calculate the maximum day demand per capita of 569 gpcpd.

The number of people per connection was calculated by dividing the peak equivalent population mentioned above by the current number of water connections. In July of 2019, the City of Ketchum had 149 flat rate and 1,805 metered customers, for a total of 1,954 connections. Dividing the peak population by the number of connections results in 4.5 people per connection. Therefore, the maximum day demand per connection is 2,560 gpd.

Accepting the above listed values for the peak hour demand and maximum day demand per connection, the water distribution system equivalent connection capacity is $8.85 \text{ mgd} / 2,560 \text{ gpd} = \pm 3,460$ connections.

2.7.2 Water Supply System

The water supply system equivalent connection capacity is calculated by dividing the supply capacity by the demand per connection.

The DEQ recommended supply capacity, or FIRM capacity, is defined as the total supply volume with the largest single source out of production. Per the Water Facilities Plan, Ketchum's FIRM capacity is 3.96 mgd (Table 4-1), whereas total supply capacity is 6.84 mgd (Table 4-1). Given that the City of Ketchum is operating above the FIRM capacity of the system, on average 5.0 mgd, Galena Engineering concluded that it is inappropriate to use the system FIRM capacity. The total supply capacity of 6.84 mgd was utilized to calculate equivalent connection capacity.

As described in Section 2.6.1 of this report, the maximum day demand per connection is 2,560.

Accepting the above listed values for the system supply capacity and demand per connection, the water supply system equivalent connection capacity is $6.84 \text{ mgd} / 2560 \text{ gpd} = \pm 2,670$ connections.

2.7.3 Wastewater Collection System

The wastewater collection system equivalent connection capacity is calculated by dividing the system capacity by the flow production per connection.

Calculation of the collection system capacity is complex because any single system component could be perceived as defining the maximum capacity of the entire system, or as an alternative, some assumed percentage of the entire system could represent capacity. Regardless, one thing is certain: the current collection system can handle any Peak Month Wastewater volume previously produced, and has additional capacity beyond that demand.

Galena Engineering assumed that the 2006 observed dry weather inflow and infiltration peak month flow was the maximum flow conveyed by the collection system. This includes stormwater that enters the system from points of direct connection to the system (manholes, cleanouts, etc.) and groundwater that enters through cracks and leaks in the sewer pipes. The wet weather inflow and infiltration peak month flow was not utilized because of concerns that a majority of the water volume was entering the system through a minority of the pipe systems. Specifically, a majority of the water was entering pipes and structures submerged within the floodplain, while the remaining system capacity was left untested. Table 2.2 of the Wastewater Facilities Plan lists this flow as 1.38 mgd.

Galena Engineering utilized a residential per capita flow of 100 gpcpd per Section 2.3.1 of the Wastewater Facilities Plan. Because a majority of connections are fed by a 1" water meter, Galena Engineering has accepted the residential flow as equivalent to a 1" water meter.

The number of people per connection was calculated by dividing the peak equivalent population, 7906, per Table 1.4 of the Wastewater Facilities Plan by the current number of water connections. In July of 2019, the City of Ketchum had a total of 2044 connections; therefore, there are 3.9 people per wastewater connection in the City of Ketchum. Multiplying this by the flow per capita results in an equivalent flow per connection of 390 gpd.

Accepting the above listed values for the collection system capacity and flow per connection, the wastewater collection system equivalent connection capacity is $1.38 \text{ mgd} / 390 \text{ gpd} = \pm 3,568$ connections.

2.7.4 Wastewater Treatment System

The wastewater treatment system equivalent connection capacity is calculated by dividing the treatment plant capacity by the flow production per connection.

Galena Engineering considered the design capacity of the wastewater treatment plant to be the most limiting component of the facility. Per Table E.3 of the Wastewater Facilities Plan, the Solids Handling-Aerobic Digester is the most limiting system component with a capacity of 1.75mgd. As previously mentioned, the City of Ketchum owns 50% of the wastewater treatment plant infrastructure; therefore, Ketchum's share of the plant design capacity is 0.875 mgd.

As described in Section 2.6.3 of this report, the equivalent flow per connection is 390 gpd.

Accepting the above listed values for the plant capacity and flow per connection, the wastewater treatment system equivalent connection capacity is $0.875 \text{ mgd} / 390 \text{ gpd} = \pm 2,260$ connections.

Section 3: Proposed Connection Fees and Conclusions

3.1 Base Connection Fees

The base connection fee is the resultant of dividing the net system value by the equivalent connection capacity for each system component. Galena Engineering recommends the base connection fees listed in Tables 3.1 and 3.2 to the City of Ketchum for FY 2020.

Table 3.1: Calculated Water Connection Base Fee

System Component	Base Connection Fee
Water Distribution System	\$2,668.78
Water Supply System	\$1,147.31
<i>Total:</i>	<i>\$3,816.00</i>

Table 3.2: Calculated Wastewater Connection Base Fee

System Component	Base Connection Fee
Wastewater Collection System	\$1,132.10
Wastewater Treatment System	\$1,789.47
<i>Total:</i>	<i>\$2,921.00</i>

3.2 Scaled Connection Fees

Table 3-4 of the Water Facilities Plan shows that over 80% of connections in the City of Ketchum are 1" connections. Because a majority of the city's municipal connections are 1", Galena Engineering has assumed that the equivalent connection capacity for both water and wastewater are comparable to 1" connections. Any connection over 1" should be scaled up using a ratio of 1" connections to the meter size under consideration.

Galena Engineering obtained water meter capacities from the City of Ketchum Water Department to calculate meter size scale factors. These ratios are listed in Table 3.3 below.

Table 3.3: Water Meter Capacity Scale Factors and Related Proposed Connection Fees

Meter Size and Type	Operating Flow (gpm)	Base Connection Fee Scale Factor	Water Connection Fee	Sewer Connection Fee
1" - iPERL	55	1.0	\$3,816.00	\$2,921.00
1.5" - Sensus OMNI T2	200	3.6	\$13,737.60	\$10,515.60
2" - Sensus OMNI T2	250	4.5	\$17,172.00	\$13,144.50
3" - Sensus OMNI T2	500	9.1	\$34,344.00	\$26,289.00
4" - Sensus OMNI T2	1250	22.7	\$86,623.20	\$66,306.70
6" - Sensus OMNI T2	2500	45.4	\$173,246.40	\$132,613.40

Alternatively, the City of Ketchum may also choose to remain consistent with the scale factors previously used to calculate water development impact fees for all meter sizes. Scale factors per Appendix A of the Water System Impact Fee Study by J-U-B Engineer, Inc. dated February 2011 were based upon "the potential water use through the water meter and service line size used." The method used by JUB to calculate these ratios was not specified in their report. Table 3.4 calculates proposed connection fees using these ratios.

Table 3.4: Current Ketchum Scale Factors and Related Proposed Connection Fees

Meter Size	Base Connection Fee Scale Factor <i>Based upon February 2011 Impact Fee Study by J-U-B Engineers, Inc.</i>	Proposed Water Connection Fee	Proposed Sewer Connection Fee
1"	1.00	\$3,816.00	\$2,921.00
1.5"	2.25	\$8,586.00	\$6,572.25
2"	4.00	\$15,264.00	\$11,684.00
3"	9.00	\$34,344.00	\$26,289.00
4"	16.00	\$61,056.00	\$46,736.00
6" - Sensus OMNI T2	36.00	\$137,376.00	\$105,156.00

Though it is unclear exactly how J-U-B Engineering calculated these capacity ratios, it is Galena Engineering's recommendation to utilize the more conservative ratios historically used for development impact fees.

Given that there is a direct link between the water meter size and the potential for wastewater production flow, Galena Engineering recommends the same scale factors be used for sewer connections regardless of the size of the wastewater service pipe. For example, if a user is requesting a 2" water meter, the sewer connection fee shall be the base sewer connection fee multiplied by the above scale factor for a 2" water meter.

3.3 Ordinance Revision

The current City of Ketchum code references development impact fees in a number of ordinances. It is Galena Engineering's understanding that the City of Ketchum desires to replace development impact fees with connection fees, and therefore, adoption of the connection fees described in this report will require redaction or revision of any ordinance referencing development impact fees and adoption of a new ordinance codifying connection fees as recommended by the city attorney. Galena Engineering has not identified which existing ordinances require redaction.

3.4 Connection Fee Update Process

If the city chooses to adopt and codify water and wastewater connection fees, those fees should be updated annually and adopted via resolution at the beginning of the fiscal year. Each year the net system value and number of existing water and wastewater connections shall be updated, and additionally, system capacities and usage data from updated Facility Plans shall be incorporated when applicable.

3.5 Conclusions

Any questions or additional information requests can be made through the office of Galena Engineering and the Professional Engineer of record listed on the cover of this report.

Appendix A: Water Connection Fee Calculation

City of Ketchum Water Connection Fee FY 2020

Connection Fee Calculations for: WATER SUPPLY AND STORAGE SYSTEM

Total "Equivalent" Supply Connection Capacity See Appendix B	2673
Depreciated Gross System Value (from System Component List, 2019 Costs Utilitized)	\$4,171,450
Remaining Bond Principal to be retired (per City Treasurer)	(\$1,268,000)
Funded Depreciation (Remaining Account Balance) (per City Treasurer)	\$163,404
Net System Value	\$3,066,854
WATER SUPPLY AND STORAGE SYSTEM Connection Fee (Net Value / Capacity)	\$1,147.31

Connection Fee Calculations for: WATER DISTRIBUTION SYSTEM

Total "Equivalent" Connection Capacity See Appendix B	3459
Depreciated Gross System Value (from System Component List, 2019 Costs Utilitized)	\$11,296,796
Remaining Bond Principal to be retired (per City Treasurer)	(\$2,230,000)
Funded Depreciation (Remaining Account Balance) (per City Treasurer)	\$163,404
Net System Value	\$9,230,200
WATER DISTRIBUTION SYSTEM Connection Fee (Net Value / Capacity)	\$2,668.78

TOTAL WATER SYSTEM CONNECTION FEE	\$3,816.00
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*Appendix A: Water
Connection Fee Calculation*

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Appendix B: Water Equivalent Connection Capacity Calculation

Supply System

Supply Capacity with the largest single source out of production ("Firm Capacity") per the March 2017 Water Facilities Plan Table 4-1 is 3.96 mg/d, whereas total supply capacity is **6.84 mgd**. Given that the City is operating over the FIRM Capacity of the system (5.96 mgd recorded demand), the total capacity was utilized to calculate equivalent connection capacity. Average Day Demand is 475 g/d per capita from Table 3-2 of same report with a Maximum Day Demand of 672 gpcpd, Table 3-2. A maximum day demand of 569 gpcpd is used for the purposes of this task given the distribution system supply repairs to the Ketchum Spring Line and downward trend of usage in Figure 3-2 of the Water Facilities Plan. The report uses a 2017 population of 5,894 people with a peak equivalent population of 8,783 (Table 3-2). There are 1872 Equivalent Dwelling Units, EDU (Table 3-3), resulting in 3.1 people per connection and **4.6 people per connection** using the peak equivalent population. This results in $4.6 \times 475 = 2,185$ AVERAGE gallons/day/connection (meaning equivalent connection). The Supply Capacity of the system, based on Max Day Demand, is therefore $6.84\text{E}6 / (4.6 \times 569) = \underline{\underline{2673 \text{ equivalent SUPPLY connections}}}$

INPUT Variables			
FIRM Supply Flow	2750	gpm	Per Water Facilities Plan, JUB Engineering, March 2017
Maximum Supply Flow	4750	gpm	Per Water Facilities Plan, JUB Engineering, March 2017
Total Supply Flow	6840000	gpd	Per Water Facilities Plan, JUB Engineering, March 2017
Avg. Day Demand	475	gpcpd	Per Water Facilities Plan, JUB Engineering, March 2017
Max. Day Demand	569	gpcpd	Based upon 5.0 mgd and peak population
Existing Number of Connections	1954		Per City of Ketchum, July 2019- consistent with Facilities Plan
Equivalent Dwelling Unit	1872		
<i>Population</i>			
Peak Equivalent (Seasonal)	8783		Per Water Facilities Plan, JUB Engineering, March 2017
Average Equivalent	5894		Per Water Facilities Plan, JUB Engineering, March 2017

Calculations	
<i>People per connection</i>	
Peak Equivalent	4.5
Average Equivalent	3.1
Equivalent Connection Capacity	2673

*Utilizes Peak Equivalent Population and Total Supply Capacity

Distribution System

Calculation of the Distribution System Capacity is complex because any single system component could be perceived as defining the maximum capacity of the entire system, or as an alternative, some assumed percentage of the entire system could represent capacity. Regardless, one thing is certain: the current distribution system can handle any Peak Hour Demand previously required, and has additional capacity beyond that demand. According to the afore mentioned report, the recorded **Peak Hour Factor of 1.5** (Section 3.4.1 page 20) multiplied by the **highest historic recorded Maximum Day Demand of 5.90 mgd** (Figure 3-2 for 2007 flow) results in a demonstrated **serviceable flow of 8.85 mgd**. Accepting this value as a design flow results in $8.85\text{E}6 / (4.6 \times 569) = 3459$ **equivalent DISTRIBUTION SYSTEM connections**.

INPUT Variables			
Maximum Day Demand	5900000	gpd	Per Water Facilities Plan, JUB Engineering, March 2017
Peak Hour Factor	1.5		Per Water Facilities Plan, JUB Engineering, March 2017

Calculations	
Serviceable Maximum Day Flow	8850000 gpd
Equivalent Connection Capacity	3459

*Utilizes Peak Equivalent Population

Appendix B: Water Equivalent Connection Capacity Calculation

Ketchum Connection Fees
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Appendix C: Wastewater Connection Fee Calculation

City of Ketchum Wastewater Connection Fee FY 2020

Connection Fee Calculations for: WASTEWATER TREATMENT SYSTEM	
Total "Equivalent" Connection Capacity See Appendix D	2262
Depreciated Gross System Value (from System Component List, 2019 Costs Utilitized)	\$4,388,345
Remaining Bond Principal to be retired (per City Treasurer)	(\$657,500)
Funded Depreciation (Remaining Account Balance) (per City Treasurer)	\$317,301
Net System Value	\$4,048,146
WASTEWATER TREATMENT SYSTEM Connection Fee (Net Value / Capacity)	\$1,789.47

Connection Fee Calculations for: WASTEWATER COLLECTION SYSTEM	
Total "Equivalent" Connection Capacity See Appendix D	3568
Depreciated Gross System Value (from System Component List, 2019 Costs Utilitized)	\$4,379,318
Remaining Bond Principal to be retired (per City Treasurer)	(\$657,500)
Funded Depreciation (Remaining Account Balance) (per City Treasurer)	\$317,301
Net System Value	\$4,039,119
WASTEWATER COLLECTION SYSTEM Connection Fee (Net Value / Capacity)	\$1,132.10

TOTAL WASTEWATER SYSTEM CONNECTION FEE	\$2,921.00
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*Appendix C: Wastewater
Connection Fee Calculation*

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Appendix D: Wastewater Equivalent Connection Capacity Calculation

Treatment System

Design Capacity of Plant = 1.75mgd; 50% of plant flow comes from Ketchum, 50% comes from SVWSD; therefore, Ketchum's share of the design capacity of the plant = **0.875 mgd**. The residential per capita flow is 100gpd per capita from Facilities Plan by Pharmer Engineering dated 2009, Section 2.3.1. Utilizing the Peak Equivalent (seasonal) population, and the current number of connections per the City of Ketchum Water and Wastewater Department, the Peak number of people per connection is 3.9, resulting in a flow per connection of 100 gpd per capita x 3.9 people per connection = **390 gpd per connection**. Accepting this value as a design flow results in $0.875 \text{E}6 / (3.9 \times 100) = \underline{\underline{\mathbf{2262 \text{ equivalent TREATMENT SYSTEM connections}}}}$.

INPUT Variables			
Design Capacity of Plant-Total	1750000	gpd	Per Wastewater Facilities Plan, Pharmer Engineering, August 2009
Design Capacity of Plant-Ketchum ONLY (50%)	875000	gpd	Per Wastewater Facilities Plan, Pharmer Engineering, August 2009
*Plant is shared between City of Ketchum and SVWSD			
Residential per capita flow	100	gpcpd	Per Wastewater Facilities Plan, Pharmer Engineering, August 2009
Existing Number of Connections	2044		Billed Customers, Per City of Ketchum, July 2019
<i>Population</i>			
Peak Equivalent (Seasonal)	7906		Per Wastewater Facilities Plan, Pharmer Engineering, August 2009

Calculations	
People per connection	
Peak Equivalent	3.9
Equivalent Connection Capacity	2262

*Utilizes Peak Equivalent Population

Collection System

Calculation of the Collection System Capacity is complex because any single system component could be perceived as defining the maximum capacity of the entire system, or as an alternative, some assumed percentage of the entire system could represent capacity. Regardless, one thing is certain: the current collection system can handle any Peak Month Wastewater volume previously produced, and has additional capacity beyond that demand. The estimated dry weather Inflow and Infiltration Peak Month Flow observed in 2006 is assumed to be the maximum flow experienced by the collection system. This includes stormwater that enters the system from points of direct connection to the system (manholes, cleanouts, etc.) and groundwater that enters through cracks and leaks in the sewer pipes. This flow, 1.38 mgd, per Table 2.2 of the aforementioned facilities plan, divided by the residential flow per connection listed above yields the equivalent collection system connections: $1.38 \text{E}6 / (3.9 \times 100) = \underline{\underline{\mathbf{3568 \text{ equivalent COLLECTION SYSTEM connections}}}}$

INPUT Variables			
Wet Weather I & I Flow	1380000	gpd	Per Wastewater Facilities Plan, Pharmer Engineering, August 2009

Calculations	
Equivalent Connection Capacity	3568

*Utilizes Peak Equivalent Population

Appendix D: Wastewater Equivalent Connection Capacity Calculation

Ketchum Connection Fees
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Meter Size	2019 Galena Calculations- Meter Capacity			2011 JUB Water System Impact Fee Study			City of Hailey		
	Scale Factor	Water Connection Fee	Sewer Connection Fee	Scale Factor	Water Connection Fee	Sewer Connection Fee	Scale Factor	Water Connection Fee	Sewer Connection Fee
3/4"	N/A	N/A	N/A	N/A	N/A	N/A	1	\$ 4,431.90	\$ 2,857.93
1"	1	\$ 3,975.00	\$ 3,144.00	1	\$ 3,975.00	\$ 3,144.00	1.7	\$ 7,534.23	\$ 4,858.48
1.5"	3.6	\$ 14,310.00	\$ 11,318.40	2.25	\$ 8,943.75	\$ 7,074.00	3.3	\$ 14,625.27	\$ 9,431.17
2"	4.5	\$ 17,887.50	\$ 14,148.00	4	\$ 15,900.00	\$ 12,576.00	5.3	\$ 23,489.07	\$ 15,147.03
3"	9.1	\$ 35,775.00	\$ 28,296.00	9	\$ 35,775.00	\$ 28,296.00	15	\$ 66,478.50	\$ 42,868.95
4"	22.7	\$ 90,232.50	\$ 71,368.80	16	\$ 63,600.00	\$ 50,304.00	25	\$ 110,797.50	\$ 71,448.25
6"	45.4	\$ 180,465.00	\$ 142,737.60	36	\$ 143,100.00	\$ 113,184.00	50	\$ 221,595.00	\$ 142,896.50

ORDINANCE NO. 1204

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 13 OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 13.04.130: SEWER CONNECTION CHARGE AND AMENDING SECTION 13.08.150: FEES AND CHARGES

Whereas, the City of Ketchum is authorized to amend the Ketchum Municipal Code pursuant to Idaho Code 67-6511;

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

Section 1: AMENDMENTS TO SECTION 13.08.150: SEWER CONNECTION CHARGE, Sections A. 1, 2a, 2b, 3a, 3b, 4, and 5 and B 1, 2, 3, BE DELETED BE DELETED AND REPLACED WITH 13.08.150 A, B, C: That Title 13 of the Ketchum Municipal Code be amended to

Section 2: AMENDMENTS TO SECTION 13.08.150 FEES AND CHARGES, SECTION A 1,2,3,4, and 5 BE DELETED AND REPLACED WITH SECTION A, B, AND C. That Title 13 of the Ketchum Municipal Code be amended to

Section 3: SAVINGS AND SERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4: REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 5: PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit C, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 6: 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 _____ 2019.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this _____ day of _____ 2019.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

13.04.130: SEWER CONNECTION CHARGE

A. The owner or agent of any property connected to the Municipal water or wastewater system shall pay a water connection fee for the value of water service and a wastewater connection fee for the value of wastewater service. Such Fees shall be established by Resolution of the Ketchum City Council and shall be paid to the City on or before the issuance of a building permit.

B. All one-inch (1") water services shall be treated as one City standard base connection. All other size connections shall pay a connection fee based upon the size of the water service as determined by the City. The size of the water service shall be used as the determination of the wastewater connection fee.

C. Connection fees may be reduced to the cost of the meter at the discretion of the City Engineer or his or her designee.

13.08.150: FEES AND CHARGES

A. The owner or agent of any property connected to the Municipal water or wastewater system shall pay a water connection fee for the value of water service and a wastewater connection fee for the value of wastewater service. Such Fees shall be established by Resolution of the Ketchum City Council and shall be paid to the City on or before the issuance of a building permit.

B. All one-inch (1") water services shall be treated as one City standard base connection. All other size connections shall pay a connection fee based upon the size of the water service as determined by the City. The size of the water service shall be used as the determination of the wastewater connection fee.

C. Connection fees may be reduced to the cost of the meter at the discretion of the City Engineer or his or her designee.

13.04.130: SEWER CONNECTION CHARGE

A. The owner or agent of any property connected to the Municipal water or wastewater system shall pay a water connection fee for the value of water service and a wastewater connection fee for the value of wastewater service. Such Fees shall be established by Resolution of the Ketchum City Council and shall be paid to the City on or before the issuance of a building permit.

B. All one-inch (1") water services shall be treated as one City standard base connection. All other size connections shall pay a connection fee based upon the size of the water service as determined by the City. The size of the water service shall be used as the determination of the wastewater connection fee.

C. Connection fees may be reduced to the cost of the meter at the discretion of the City Engineer or his or her designee.

~~For all other properties that were not assessed under LID 1A, there will be sewer connection charges based on either an equivalent length of the property's frontage line, which is that line of the property contiguous with the city right of way from which the connection will be made, or the charge will be based on the property's area. If both methods of computation for a given property are applicable, the method that produces the greatest charge will be used.~~

~~A. 1. For property owners that must, at their own expense, extend the present public sewer in order to serve their property, the connection charge will be known as the trunk line connection charge and shall be two dollars fifty cents (\$2.50) per equivalent frontage foot, or if area is used, the charge will be \$0.0168 times the area in square feet.~~

~~2. The equivalent frontage will be measured as follows:~~

~~a. For property whose sides are defined by only two (2) parallel or concentric lines, the extension of which does not touch or intersect any other part of the property, the equivalent frontage will be the actual frontage in feet.~~

~~b. For property whose sides are defined by only two (2) nonparallel lines, the extension of which does not touch or intersect any other part of the property within one hundred fifty feet (150') of the frontage line, the equivalent frontage will be the average width of the property in feet to a maximum depth of one hundred fifty feet (150').~~

~~3. "Average width" may be defined as:~~

~~a. The length, in feet, of a line or lines between the two (2) side lines halfway between the front and back property lines and/or halfway between the front and the one hundred fifty foot (150') depth line, whichever is less in depth;~~

~~b. The length, in feet, of a line or lines between the two (2) side lines parallel or concentric to the frontage line and at half the average depth of the property and/or at the seventy five foot (75') depth, whichever is less in depth.~~

~~4. If both definitions of "average width" could be applied to the same property, that definition which gives the greatest length shall be used.~~

~~5. Should the sides of the property be defined by more than two (2) lines, then the charge based on area shall be used. The area based charge shall be the area in square feet of the property within one hundred fifty feet (150') of the frontage line.~~

~~B. 1. For properties that have an existing public sewer adjacent to their property without direct cost to them, there shall be an additional connection charge. These properties will pay the trunk line connection charge as called for in subsection A of this section and, in addition, shall pay a lateral line connection charge of five dollars (\$5.00) per equivalent frontage foot or \$0.0336 times the property area in square feet. The equivalent frontage and area to a maximum depth of one hundred fifty feet (150') as defined in subsection A of this section also applies for the lateral line connection charge. This lateral line connection charge does not apply to properties that have an existing public sewer adjacent to their property provided by the subdivider of the property.~~

~~2. The size of the public sewer located in front of or adjacent to the property proposed to be connected to the sewer shall have no bearing as regards to the fee fixed for sewer connections, such sewer being adjacent to or in front of such property, for the purposes of this section, considered a lateral sewer line.~~

~~3. No person or persons shall be permitted to connect to any sewer line, whether lateral or trunk line, without having first paid the charges for such connection to be determined on the basis of this section, and the city is directed to set up all necessary procedures for collecting the charges. The sewer connection charges shall be collected by the city prior to or at the time a permit is issued for connecting the property to the public sewer. (Ord. 819 § 13, 1999)~~

13.08.150: FEES AND CHARGES

A. The owner or agent of any property connected to the Municipal water or wastewater system shall pay a water connection fee for the value of water service and a wastewater connection fee for the value of wastewater service. Such Fees shall be established by Resolution of the Ketchum City Council and shall be paid to the City on or before the issuance of a building permit.

B. All one-inch (1") water services shall be treated as one City standard base connection. All other size connections shall pay a connection fee based upon the size of the water service as determined by the City. The size of the water service shall be used as the determination of the wastewater connection fee.

C. Connection fees may be reduced to the cost of the meter at the discretion of the City Engineer or his or her designee.

~~A. Water connection fees shall be established by resolution of the city council. The fees so established shall be sufficient to reimburse the city for all connection costs, including the cost of the meter. Each fee, unless otherwise provided in this chapter, shall be a fixed amount representing the average cost incurred for performing the service for which reimbursement is sought. The following fees shall be established:~~

~~1. Charge for furnishing and installing the meter and box and connection from the city water service line to the private water service line;~~

~~2. Charge for tapping the public water main and constructing a city water service line;~~

~~3. Charge for processing applications and inspecting the construction of a fire line;~~

~~4. In cases where residential and/or commercial units are served by a common water meter, the user charges shall be determined by applying the average unit water usage to the water user rate schedule times the number of units served, and not on a single unit user rate. All owners applying for a general connection or fire permit shall pay the respective application fee. When city personnel or personnel under contract with the city are required, as provided in this chapter, to construct the water service line or fire line, the owner shall also pay the respective line fee;~~

~~5. There shall be established fixed fees for standard size connections. If a larger than standard size connection is required, the owner shall pay the fixed fee for the largest standard size connection, plus the cost of the larger size connection to include the extra cost of any larger size meter. If any rock excavation is required, the owner shall pay the cost of such excavation in addition to any other fees or charges.~~



City of Ketchum

November 4, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Addendum to Parking Agreement 20403 Between the City of Ketchum and the YMCA

Recommendation and Summary

The Mayor is recommending the council approve Agreement 20427 and adopt the following motion:

I move to Approve Addendum to Parking Agreement 20403 Between the City of Ketchum and the YMCA

The reason for the recommendation is as follows:

- The Addendum clarifies the ambiguity within the 2006 Parking Agreement and sets forth the parking availability for the YMCA and the City of Ketchum.
- The YMCA supports the proposed Addendum

Introduction and History

In 2006 the City of Ketchum and the YMCA entered into a parking Agreement (Attachment A). This Agreement established the criteria for shared parking between the YMCA and City of Ketchum. Unfortunately, the 2006 Parking Agreement was confusing and ambiguous which caused different interpretations of the terms of the Agreement.

Analysis

Representatives of the YMCA and representatives of the City of Ketchum worked on the Addendum to clarify the terms of the Parking Agreement. The proposed Addendum (Attachment B) is acceptable to both parties.

Financial Impact

There is no financial impact resulting from approval of the proposed Addendum.

Attachments:

Attachment A: 2006 Parking Agreement

Attachment B: Addendum to Parking Agreement 20403

PARKING AGREEMENT
(City of Ketchum/Wood River Community YMCA)

THIS PARKING AGREEMENT is made and entered into this 12 day of OCTOBER, 2006 by and between the City of Ketchum, a municipal corporation ("City"), and the Wood River Community Young Men's Christian Association, Inc., an Idaho nonprofit corporation ("YMCA").

WHEREAS, the City owns real property located in the City, situated adjacent to the northeasterly side of the intersection of Warm Springs Road and Saddle Road, commonly referred to as the Park and Ride Lot ("Park and Ride Lot").

WHEREAS, the City entered into a Lease Agreement with the YMCA, dated March 16, 2005 ("Lease Agreement"), by which the YMCA leased a portion of the Park and Ride Lot ("Y Lease Area") to allow the YMCA to construct and operate recreational and cultural facilities thereon ("Facilities").

WHEREAS, the City intends to develop the remainder of the Park and Ride Lot in the future (all remaining property referred to herein as the "Development Parcel"). Currently, City uses for the Development Parcel include general public parking, special event parking and shuttle parking to and from Warm Springs base. The City and the Presbyterian Church of the Bigwood, Inc., an Idaho nonprofit corporation ("Church"), entered into a Joint Parking Agreement, dated April 19, 2002 ("Church Parking Agreement"), by which the City allows Church parking on the Development Parcel and the Church allows City parking on the Church parking area.

WHEREAS, the Y Lease Area is not sufficient for the YMCA to meet all of its required parking under the City's Zoning Code and, therefore, the YMCA has requested joint use by the City and the YMCA for parking on a portion of the Development Parcel to enable the YMCA to comply with the required parking for the proposed new YMCA Facilities.

WHEREAS, the City's Zoning Code, Title 17, Section 17.124.060.E, provides that required parking spaces may be provided in areas designed to serve jointly two or more uses or buildings.

WHEREAS, the City is willing to allow the YMCA to use a portion of the Development Parcel for YMCA required parking under the City's Zoning Code, pursuant to the terms and conditions of this Agreement.

WHEREAS, a map of the Park and Ride Lot, showing the Y Lease Area and the Development Parcel is attached hereto as Exhibit A.

NOW, THEREFORE, the parties, intending to be bound, agree as follows:

1. Use of Development Parcel for YMCA Parking. The City shall permit the YMCA to jointly use the Development Parcel, currently being used for City and Church parking needs, for the YMCA's parking requirements under the City Zoning Code. The City acknowledges, as of the date of this Agreement, that the Development Parcel is undeveloped and completely available for joint parking, on a non-exclusive basis, by the YMCA, the Church and the City. The YMCA's parking requirements on the Development Parcel have been determined by the City to be 150 parking spaces. The YMCA agrees it will not interfere with the Church's rights to use the Development Parcel for its parking requirements under the Church Parking Agreement with the City. The YMCA agrees it will not interfere with the City's rights to develop or improve the Development Parcel in the future; provided if as a result of any future development, the City reduces the number of parking spaces available to the YMCA to less than 150 parking spaces, then any YMCA permit issued by the City shall be automatically modified to correspond to the number of parking spaces then available or allocated to the YMCA.

2. Term. The term of this Agreement shall be the same as the Lease Agreement between the City and the YMCA.

3. Restriction on YMCA Use. The YMCA agrees to use the parking area in the Development Parcel exclusively for vehicular parking for its employees, agents, members, guests, licensees and invitees. The YMCA shall not use any parking area in the Development Parcel for other activities or events without obtaining the City's prior written consent, which consent may be withheld for any reason. The YMCA agrees to cooperate with the City in good faith to accommodate parking, including paid parking, within the Development Parcel for special events.

4. Liability Insurance. The YMCA agrees to acquire and maintain during the term of this Agreement, at its sole expense, liability insurance in the same amount as the YMCA is required to maintain under its Lease Agreement with the City to insure the YMCA and the City against liability for injury to persons or property arising out of the YMCA's access and use of the Development Parcel pursuant to this Agreement. The YMCA may comply with this requirement by adding or incorporating the coverage required hereunder to its already existing liability insurance policies required to be maintained under the Lease Agreement. The YMCA shall furnish the City with a Certificate of Insurance evincing the coverage hereunder.

5. Section 5309 Funds. The YMCA agrees to provide the matching funds to a certain Section 5309 grant, which the City has been awarded, provided the City expends the grant funds received on those improvements described in the grant application submitted by or on behalf of the City.

6. Alterations and Improvements. The YMCA shall not make any alterations or improvements on the Development Parcel without the prior written consent of the City, which consent may be withheld for any reason.

7. Assignment. This Agreement shall not be assigned by the YMCA, except in conjunction with an assignment of the Lease Agreement, and only with the prior written consent of the City in the City's sole discretion.

8. Mutual Release and Indemnification. Each party shall indemnify and hold the other harmless from any claims by reason of death of or injuries sustained by or property damage suffered by any person on the Development Parcel in any manner whatsoever, unless such claims arise from the negligence or intentional acts of a party, its employees and agents.

Each party shall indemnify the other against all liabilities, expenses, costs and losses, including reasonable attorney's fees, arising out of or relating to the failure by either party to perform any covenant required to be performed by said party under this Agreement other than such claims arising out of intentional or negligent acts of the party, its employees and agents.

9. Corporate Authority. If any party is a corporation, each individual executing this Agreement on behalf of said corporation, represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with the duly adopted resolution of said Corporation and that this Agreement is binding upon said corporation in accordance with these terms.

10. Applicable Law. This Agreement is being executed and delivered within the State of Idaho and shall be construed and enforced in all respects in accordance with the laws of the State of Idaho.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Exhibits. All exhibits attached to this Agreement are hereby incorporated into this Agreement by reference.

13. Recitals. All recitals stated in this Agreement are hereby incorporated into this Agreement by reference.

14. Entire Agreement. The parties acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary agreements, written or oral, made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The parties agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements, and that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control. No modification of this Agreement shall be valid unless in writing and executed by the parties to the Agreement.

15. Severance and Validity. In the event any provision of this Agreement or any

part thereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

16. Attorneys' Fees. In the event that either party hereto retains an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable attorney's fees by the non-prevailing party, whether or not litigation is actually instituted and including any bankruptcy proceedings or any appeals.

THIS PARKING AGREEMENT is executed as of the day and year first above written.

CITY OF KETCHUM,
a municipal corporation

By: _____

Its: _____

ATTEST:

Jarvis E. Cady
City Clerk

WOOD RIVER COMMUNITY YOUNG MEN'S
CHRISTIAN ASSOCIATION, INC.,
an Idaho nonprofit corporation

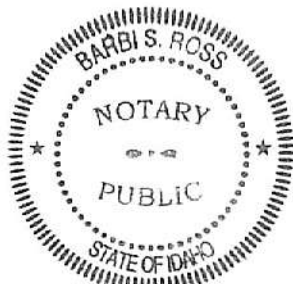
By: _____

Its: _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this 12th day of October, 2006, before me, a Notary Public in and for said State, personally appeared Randy Hall known or identified to me to be the Mayor of the CITY OF KETCHUM, a municipal corporation, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said municipal corporation.

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



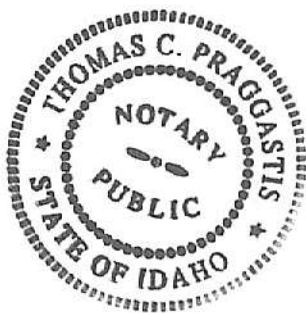
Barb S. Ross

NOTARY PUBLIC in and for
the State of Idaho,
residing at Sun Valley, ID
Commission expires May 21, 2007

STATE OF IDAHO)
) ss.
County of Blaine)

On this 12 day of OCTOBER, 2006, before me, a Notary Public in and for said State, personally appeared Cynthia B. Murphy known or identified to me to be the CHAIRMAN OF THE BOARD of the WOOD RIVER COMMUNITY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., an Idaho nonprofit corporation, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said corporation.

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

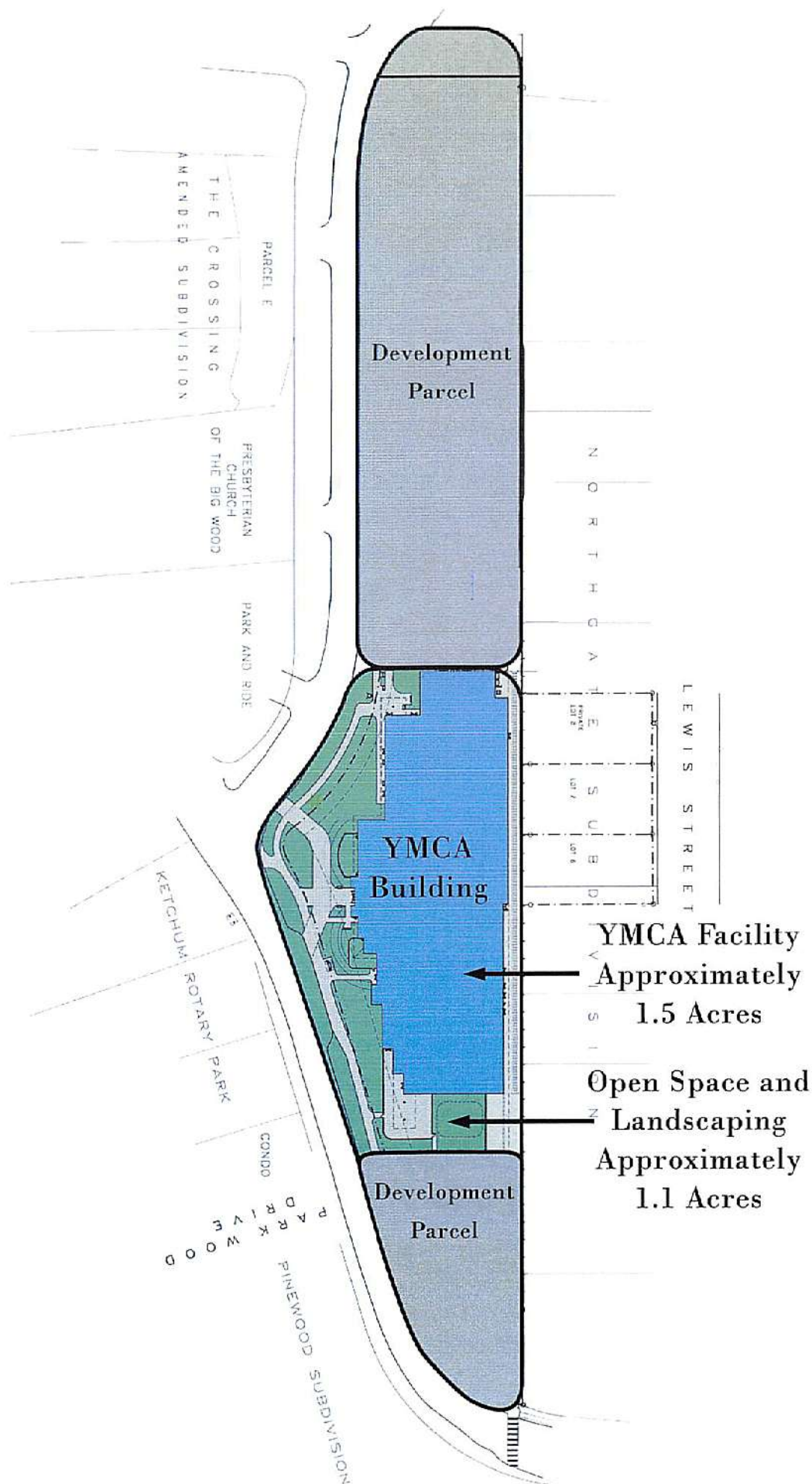


Thomas C. Praggastis

NOTARY PUBLIC in and for
the State of Idaho,
residing at Sun Valley
Commission expires 10-6-2009



Park N' Ride Site



ADDENDUM AND AMENDMENT TO PARKING AGREEMENT

This ADDENDUM AND AMENDMENT is made and entered into this _____ day of November, 2019, by and between the City of Ketchum, a municipal corporation of the State of Idaho ("Lessor" or "City"), and Wood River Community Young Men's Christian Association, Inc., dba Wood River Community YMCA, an Idaho nonprofit corporation ("Lessee" or "YMCA").

- A. The City leases certain real property to the YMCA ("Leased Property") under the Lease Agreement, dated March 16, 2005, with a First Amendment to Lease, dated April 25, 2013 ("Lease"). The Parties also entered into a Parking Agreement, dated October 12, 2006, ("Parking Agreement") to address parking requirements and joint use arrangements in connection with the lease.
- B. The Parking Agreement covers parking on the Development Parcel, being all remaining property within the identified Park and Ride Lot not leased to the YMCA, and upon which certain joint parking uses were allowed pending future development by City. The YMCA relies upon the availability of sufficient public parking on the City land not leased to the YMCA.
- C. The City is pursuing potential development of a fire station ("City Development") which will impact the Development Parcel with respect to public parking availability. The City desires to minimize impact on the public parking also available to the YMCA. The YMCA supports the City Development and desires to come to an arrangement to accommodate the changing needs of the Parties.
- D. The YMCA is planning for expansion and further development of YMCA facilities as contemplated in the Lease. The City supports the YMCA and its mission in the community, and desires to come to an arrangement to accommodate the changing needs of the Parties.
- E. The Parties desire to continue the existing Lease and Parking Agreement with certain addendums and amendments to address changing needs and clarify the duties of the Parties.

Therefore, the Parties agree to further addend and amend the Lease Agreement, as previously amended, and the Parking Agreement, as follows:

1. Continued Use of Development Parcel for YMCA Parking. The City will continue to permit the YMCA to jointly use public parking facilities on the Development Parcel for the YMCA's parking requirements as generally contemplated within the Lease and Parking Agreement. In the event of any inconsistency between this Addendum and Amendment and the Parking Agreement or Lease this Addendum and Amendment shall govern. Except as amended by this Addendum and Amendment the Lease and Parking Agreement are ratified and affirmed.

2. Vicinity Parking.

The Parties have identified 150 parking spaces as the number of spaces reasonably necessary for the YMCA to continue to generally serve its patrons and fulfill its mission. In consideration of the ongoing cooperative efforts and support between the City and YMCA the City will maintain public parking available for YMCA non-exclusive use within the Vicinity of the YMCA. The Vicinity, for purposes of this Addendum and Amendment, shall be the area as identified on Exhibit A.

Upon completion of the City Development, the City will, at no required expense to the YMCA, develop, manage, and provide public parking in the Vicinity in the amount of at least one-hundred and fifty (150) on-site, on-street, or off-street public parking spaces or other equivalent parking facilities, which the Parties mutually agree are sufficient to ensure that the YMCA reasonably has access to public parking spaces for its ordinary and routine use.

The Parties understand that retaining a certain level of parking more proximate to the YMCA facilities is also desirable. Therefore, to preserve such proximity, at least one-hundred (100) of such public parking spaces will be located On-Site. "On-Site" is defined as illustrated by Exhibit B hereto.

At the time of a building permit for the contemplated YMCA expansion, the City will, at no required expense to the YMCA, increase the development, management, and provision of public parking to at least two-hundred (200) public parking spaces or equivalent parking facilities within the Vicinity. The commitment for On-Site spaces will increase to one-hundred and fifty (150) spaces. The definition of "On-Site" at this time will be expanded to include the additional area illustrated on Exhibit C hereto.

The Parties understand that unique circumstances, special events, and non-routine events will occur and will not be considered interference with the routine provision of generally available public parking.

The Parties understand and agree that ADA compliant spaces will be included to the extent required by law. The Parties also understand and agree that at the time of this Addendum and Amendment these commitments will not include compact car spaces, and that the Parties shall work cooperatively to address changing automobile and parking habits over the course of the Lease.

3. No Designated or Committed Parking. The Parties understand and agree that all public parking developed by the City shall be open and available to general public use. None of the On-Site public parking spaces are hereby designated to, reserved, or committed solely to the YMCA.
4. Ongoing Cooperative Efforts; Reservation of City Rights. The Parties understand and agree that this Addendum and Amendment is a result of the designated City Development. The Parties acknowledge and agree the City Development is dependent on the electorate's approval of the bond measure on November 5, 2019 which approval is an express condition precedent to the rights and obligations of the Parties hereunder. In the event the bond measure is not approved this Addendum and Agreement will be deemed as without effect and in which case neither Party shall have any further rights or obligations hereunder. Subject to the terms and conditions of this Addendum and

Amendment, the City reserves all general rights to provide, manage, and maintain public parking under its municipal powers. The Parties will endeavor to maintain a cooperative and collaborative effort in addressing parking needs for future development.

This Addendum shall be effective as of the later date of execution below.

CITY OF KETCHUM

WOOD RIVER COMMUNITY YOUNG MEN'S
CHRISTIAN ASSOCIATION, INC.

Neil Bradshaw, Mayor

Date: _____

John Dondero, Board Chair

Date: _____

Attest: _____
Robin Crotty, City Clerk

ADDENDUM and AMENDMENT EXHIBIT A



Legend

Vicinity

ADDENDUM and AMENDMENT EXHIBIT B



Legend

On-site location for 100 parking spaces prior to YMCA expansion

ADDENDUM and AMENDMENT EXHIBIT C



Legend

On-site parking location for 150 parking spaces after YMCA expansion



City of Ketchum

November 4, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Encroachment Agreement 20292 with Sandra Swan for 401 Northwood Way

Recommendation and Summary

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

I move to authorize the Mayor to approve the Encroachment Agreement 20292 for 401 Northwood Way.

The reasons for the recommendation are as follows:

- The work proposed within City property is necessary to prevent stream bank erosion at the property located at 401 Northwood Way.
- The work has been reviewed by the City's independent hydraulic engineer, Trout Unlimited and Wood River Land Trust.
- The City retains the right to reclaim or request modifications of the city property in the event the area is needed for other purposes or there are problems with the improvements.

Introduction and History

During the 2017 flooding, the stream bank adjacent to 401 Northwood Way experienced erosion. Emergency stream bank stabilization was installed to limit the damage. The property owner is now requesting permits and approval for permanent stabilization improvements. Some of the permanent improvements are proposed to be constructed on city owned land within the river. The City Council must approve the work on city property and authorize the encroachment agreement.

Analysis

The proposed work on city property is best illustrated in Exhibit A. The work consists of:

- Excavate gravel and establish elevations and side slopes in accordance with the plans and specifications in Exhibit A.
- Install a temporary water bypass consisting of gravel bags as identified in Exhibit A during the period of construction.
- If necessary, install a temporary shallow by-pass channel across the gravel bar on city property.

The proposed work will cause temporary disruption during the construction period. The improvements have been designed to minimize long-term impacts on the Big Wood River. With projects of this scale and scope, the City is now engaging an independent engineer to conduct a peer review and requesting Trout Unlimited and Wood River Land Trust to review and comment on proposed plans (Attachment B). The comments and

recommendations resulting from these reviews are incorporated into the proposed agreement. This approach is now the standard practice for the City on stream bank alteration permits.

Financial Impact

There is no financial impact as a result of this encroachment.

Attachments:

Encroachment Agreement 20292

WRLT Letter

Trout Unlimited Letter

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY ATTORNEY
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

ENCROACHMENT AGREEMENT NO 20292

THIS AGREEMENT, made and entered into this ____ day of _____ 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and SANDRA SWAN, (collectively referred to as "Owner"), whose address is 8 Brittany Meadows, Atherton CA, 94027.

RECITALS

WHEREAS, Owner is the owner of real property described as 401 Northwood Way located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to: construct stream bank protection measures on City property as described in this agreement and identified in Exhibit A attached hereto and incorporated herein (collectively referred to as the "Improvements"); and

WHEREAS, Ketchum finds that said Improvements subject to the conditions identified in this Agreement will not impede the use of the public property at this time;

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to construct and maintain the improvements on City property described below until notified by Ketchum to remove all or a portion of the improvements. Permitted improvements consist of:
 - a. Excavate gravel and establish elevations and side slopes in accordance with the plans and specifications in Exhibit A.
 - b. Install a temporary water bypass consisting of gravel bags as identified in Exhibit A during the period of construction.
 - c. If necessary, install a temporary shallow by-pass channel across the gravel bar on city property.
2. If a temporary shallow by-pass channel is determined to be necessary, prior to installation of such channel or removal of debris for the channel, the project contractor shall meet with City representatives to obtain approval of the work to be performed.
3. No logs or woody debris may be removed from City property downstream, upstream or adjacent to 401 Northwood Way.

4. No removal of any trees located on City property may occur unless prior approval has been granted by the City Arborist.
5. Prior to any work commencing, a survey shall be conducted and the boundaries of the City property shall be delineated with survey stakes.
6. Owner shall be responsible for the maintenance of said Improvements. Repairs on City property shall be reviewed and approved by Ketchum prior to work commencing.
7. In consideration of Ketchum allowing Owner to construct and maintain the Improvements on City property, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained on City property. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained on City property arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.
8. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained on City property.
9. Owner understands and agrees that by maintaining the Improvements on City property pursuant to this Agreement, Owner obtains no claim or interest in said City property which is adverse to that of Ketchum and that Owner obtains no exclusive right to said City property nor any other right to use the City property not specifically described herein.
10. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.
11. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

12. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.
13. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.
14. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
15. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.
16. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: _____

Sandra Swan

By: _____

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty
City Clerk

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

On this ____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally appeared SANDRA SWAN, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

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

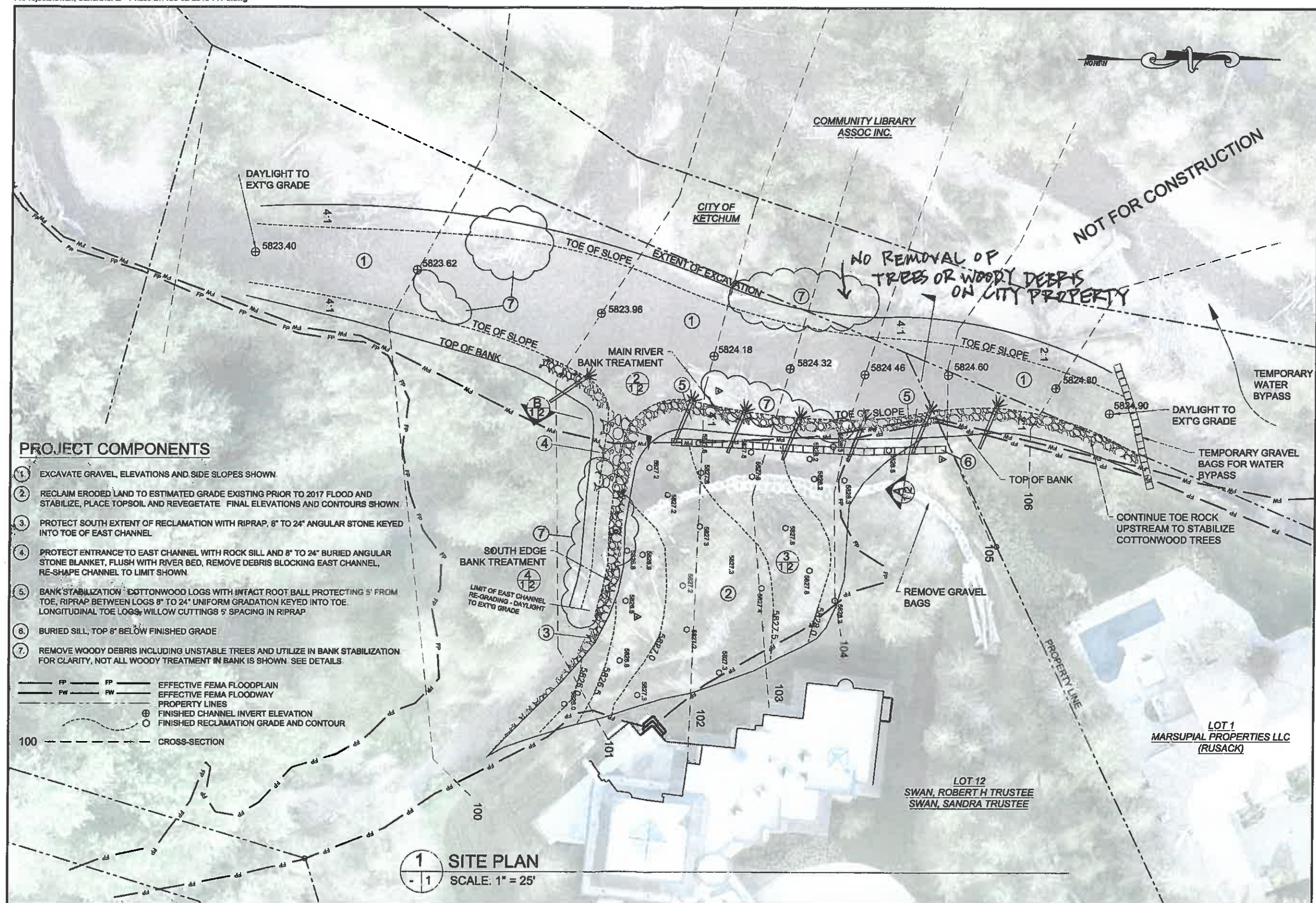
STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT “A”



THIS DRAWING HAS BEEN PREPARED BY BROCKWAY ENGINEERING, PLLC, FOR A SPECIFIC PROJECT TAKING INTO ACCOUNT THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH BROCKWAY ENGINEERING & THE CLIENT IS GRANTED.

F	GEOTRID REMOVAL FOR CITY	9/18/19		
E	FOR FINAL PERMIT	7/19/19		
D	MODIFICATIONS TO CHANNEL	1/4/19		
C	ISSUE FOR BIDDING	10/18/18		
B	ADDED PROPERTY NAMES	9/28/18		
A	ISSUE FOR PERMITTING	8/27/18		
REV	DESCRIPTION	DATE	APPD.	REFERENCE DRAWINGS

DESIGNED BY	DRAFTED BY
CDR	ICB
SCALE 1" = 25' (18" X 24") DWG ONLY	

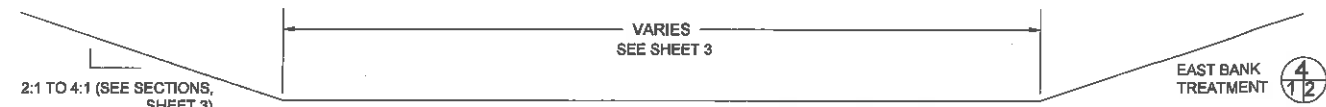
BROCKWAY ENGINEERING, PLLC
 HYDRAULICS - HYDROLOGY - WMA
 2016 NORTH WASHINGTON
 TWIN FALLS, ID, 83301
 (208) 736-8543

SWAN, SANDRA
RIVER RESTORATION PROJECT
 SITE PLAN

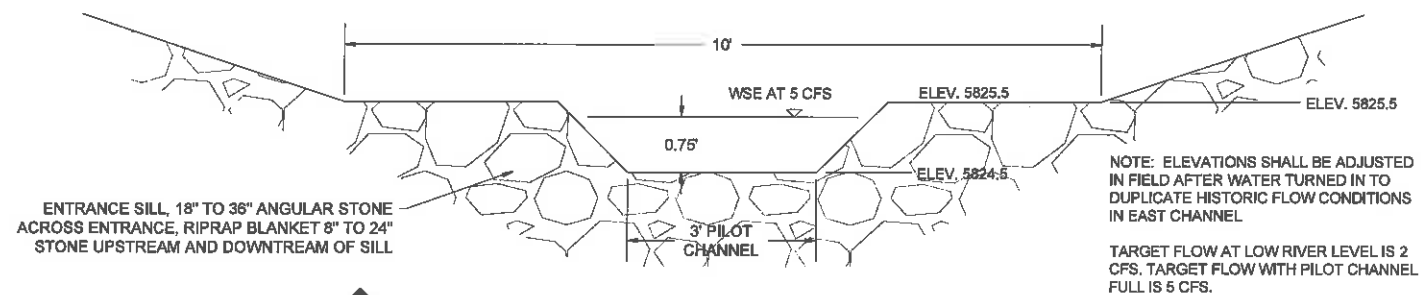
PROJECT #
1436-02-2018

DWG #
1

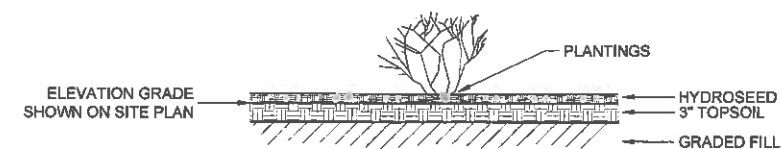
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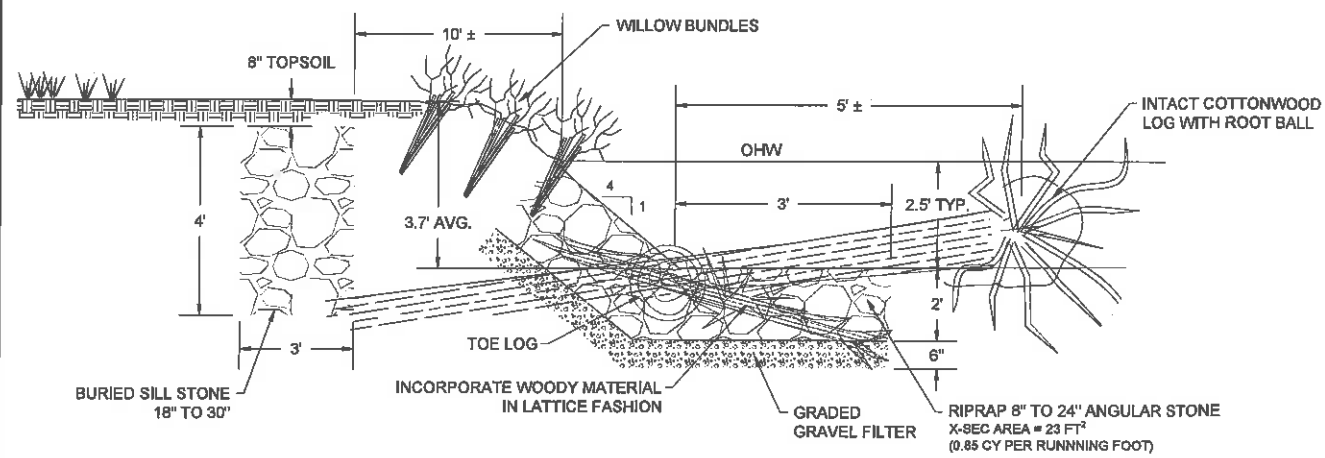
A MAIN RIVER CHANNEL TYP. SECTION
SCALE: N.T.S.



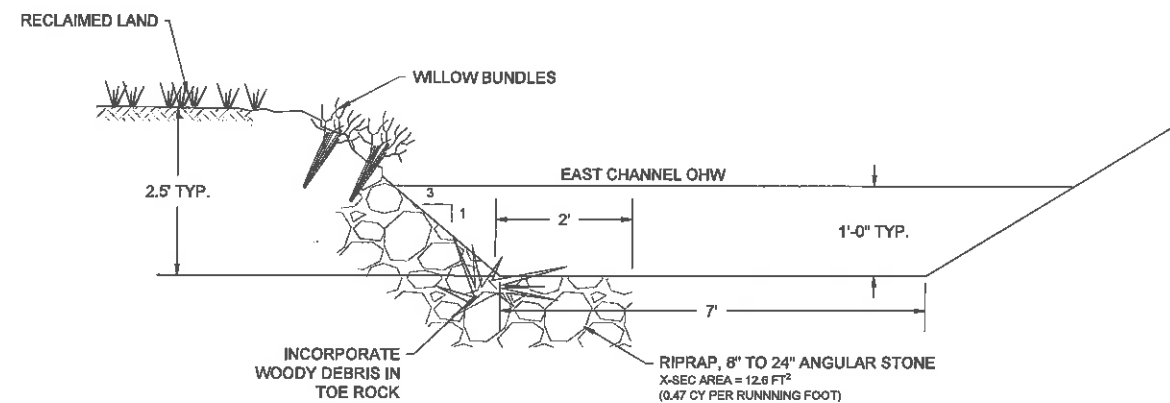
B EAST CHANNEL ENTRANCE SECTION
SCALE: N.T.S.



3 LAND RECLAMATION TREATMENT
SCALE: N.T.S.



2 BANK TREATMENT - MAIN RIVER
SCALE: N.T.S.



4 BANK TREATMENT - SOUTH EDGE OF RECLAMATION
SCALE: N.T.S.

THIS DRAWING HAS BEEN PREPARED BY BROCKWAY ENGINEERING, PLLC, FOR A SPECIFIC PROJECT TAKING INTO ACCOUNT THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH BROCKWAY ENGINEERING & THE CLIENT IS GRANTED.

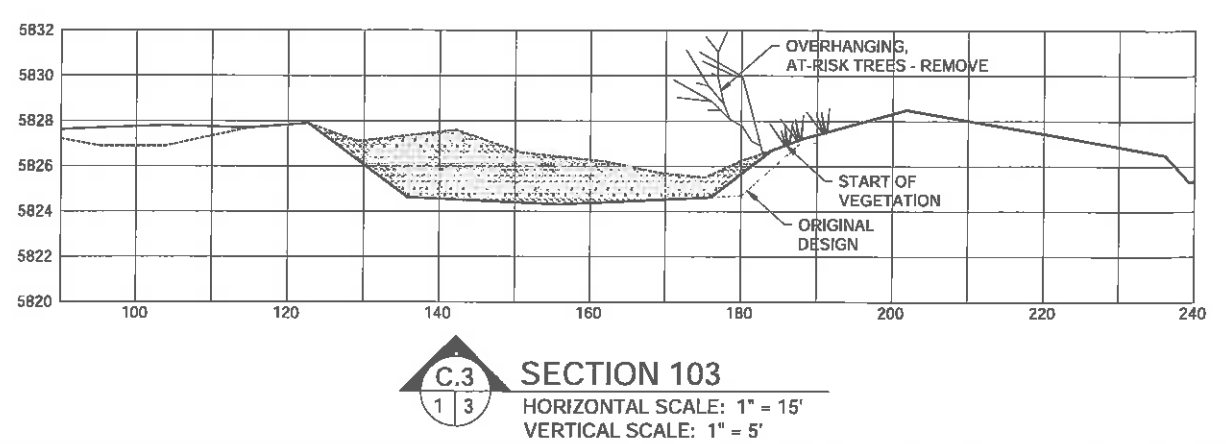
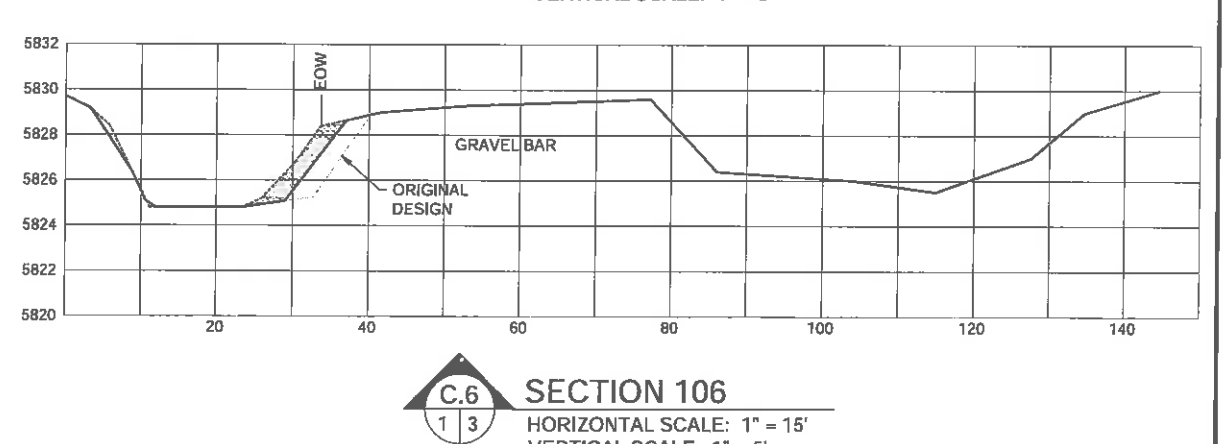
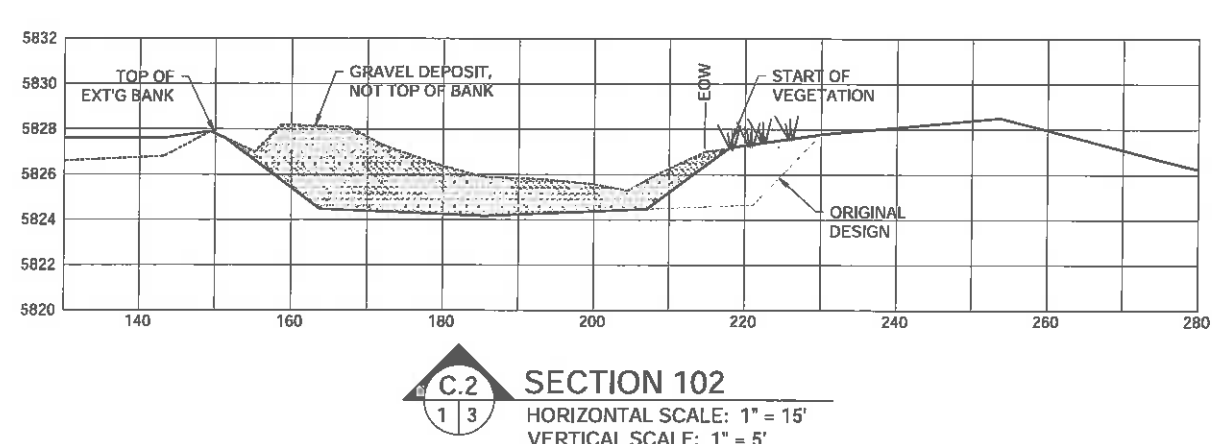
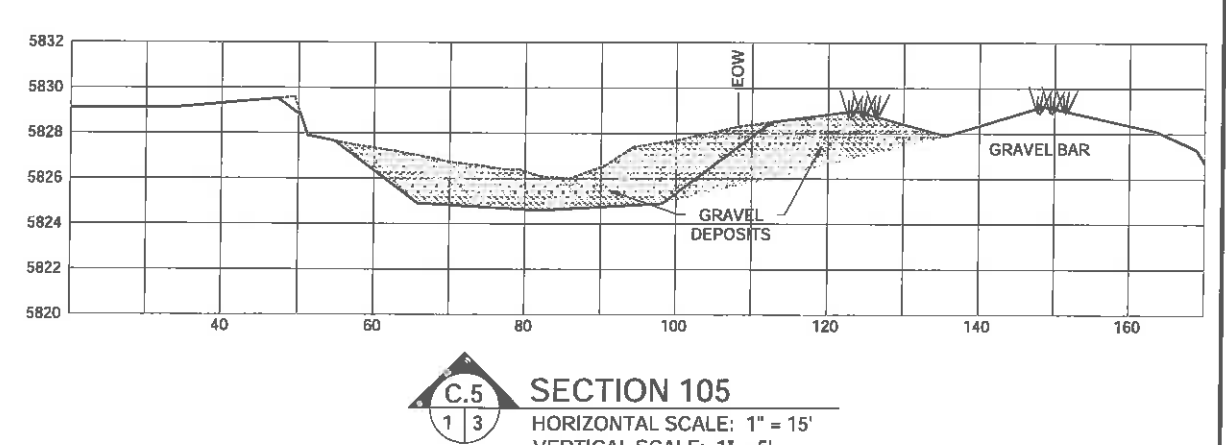
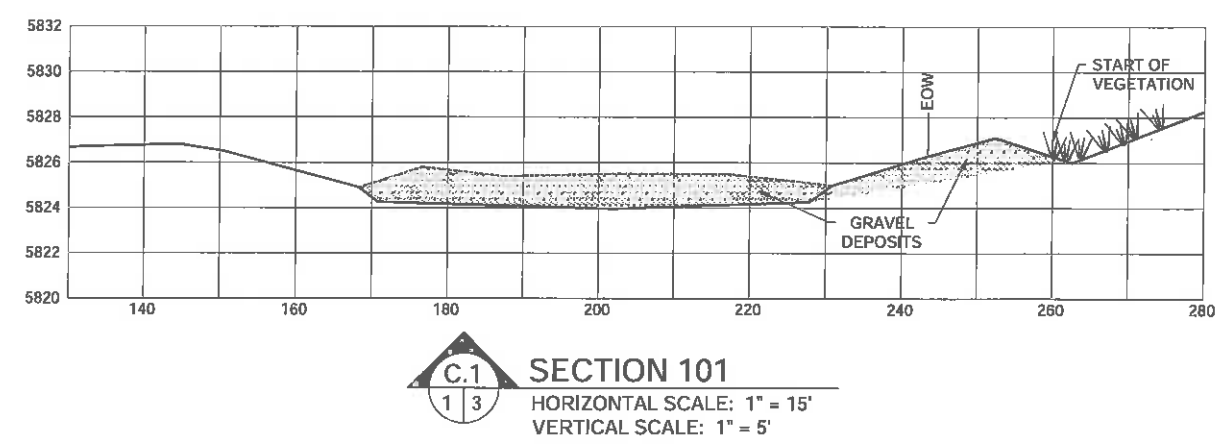
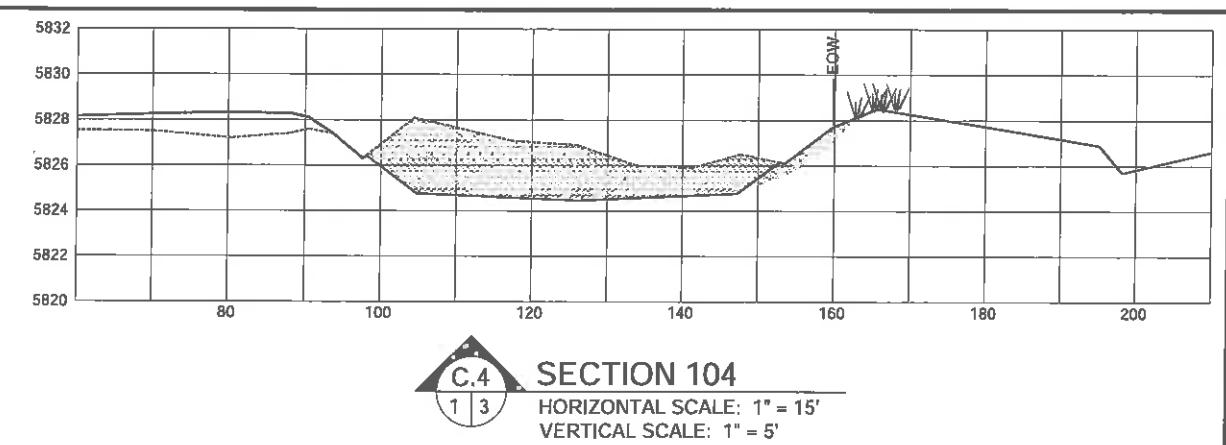
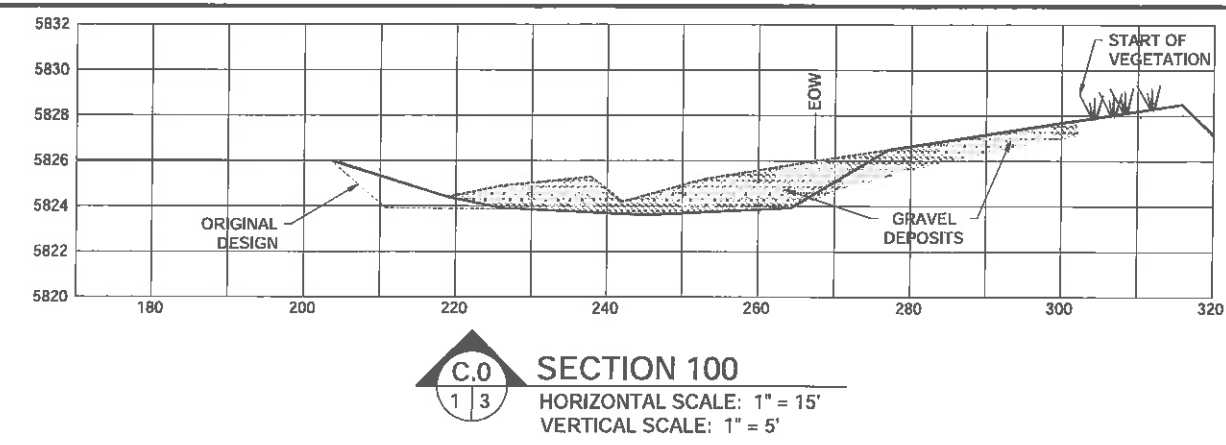
F	GEOGRID REMOVAL FOR CITY	9/16/19			
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REV	DESCRIPTION	DATE	APPD.	REFERENCE DRAWINGS	

DESIGNED BY	DRAFTED BY
CGB	ICB
(18 X 24) DWG ONLY	

BROCKWAY ENGINEERING, PLLC
HYDRAULICS - HYDROLOGY - WATER
2016 NORTH WASHINGTON
TWIN FALLS, ID, 83301
(208) 736-8543

SWAN, SANDRA
RIVER RESTORATION PROJECT
SECTIONS AND DETAILS

PROJECT #
538-17-2016
DWG #
2
REV
A



--- EXISTING CHANNEL - SURVEYED JULY 17, 2018
--- PROPOSED CHANNEL
EOW EDGE OF WATER AT TIME OF SURVEY

NOT FOR CONSTRUCTION

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

October 25th, 2019

Dear Ketchum City Council,

Regarding: Swan Stream Alteration/Bank Stabilization



We appreciate the opportunity to review and comment on the Swan Stream Alteration/ Bank Stabilization project located at 401 Northwood Way. The Land Trust feels it's important to continue to work with landowners and consultants on stream alteration permit applications to find a compromise of flood protection and enhancing natural river function within the Big Wood River. We would like to thank the applicant, Robert and Sandra Swan and Brockway Engineering PLLC for facilitating site visits in the fall 2018 and listening to our concerns.

The Land Trust has written two comment letters regarding this project. We would like to reiterate the importance to leave as much large woody debris within the project site and if wood is deemed necessary to remove, incorporate it in the bank stabilization on the east bank and side channel. Also we recommend that the monitoring period be extended to 6 years to ensure that proposed project is a long term solution. A 2006 geomorphic assessment conducted by Cygnia Rapp determined that a 10 year flood event or higher has occurred on average every 5.8 years over the last 70 years.

Municipalities are in a tough position to balance protection of infrastructure and ensure river health is maintained or enhanced. Stream restoration projects to undo harmful practices that have been done to the river in the past are expensive. The stream alteration permit (SAP) process may be a unique opportunity to create a funding mechanism to help undo this damage. We would be interested in exploring the potential for creating a mechanism to fund stream restoration at a reach level through the implementation of a surcharge for SAP or other sources to counter balance the effects of sediment and woody debris removal, bank hardening with rip-rap, and channelization. We feel there is a balance that can be reached between restoring the Big Wood River to a more natural state and protect infrastructure throughout the valley, which this fund could help achieve.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Ryan Santo', with a large, stylized flourish extending from the end.

Ryan Santo
Wood River Land Trust
Project Coordinator

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



October 31, 2019

Dear City Council Members,

Thank you for accepting Trout Unlimited's comment letter on the Encroachment Permit related to the Swan Stream Alteration Permit. Trout Unlimited is generally concerned about potential impacts to the long-term health of the Big Wood River because of its importance to the resilience and vitality of our natural and human communities.

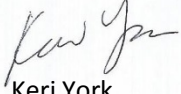
Trout Unlimited appreciates follow-up information, emails, and site visits with Brockway Engineering and the City of Ketchum with regards to this application and permits. We also appreciate updates to the proposed activities that are aligned with natural river and floodplain conditions. Trout Unlimited appreciates the opportunity to provide comment and supports public processes for actions that affect public resources important to this community.

With regards to the Encroachment Permit specifically, included with the Swan Stream Alteration Permit, Trout Unlimited has two specific concerns:

1. Removal of leaner trees and large woody debris should only take place if absolutely necessary. The continual removal of vegetation and large wood within the Big Wood River has degraded natural conditions over time. To restore natural ecosystem processes, large wood and vegetation should be left within riverine and riparian areas wherever possible. Trees, wood and woody debris should not be removed from the river or the riparian zone for aesthetic reasons. We recommend that the applicant explore options other than removing woody debris to establish a bypass channel. We also recommend removing trees only if a threat to structures exists. If removal of trees and woody debris is necessary, the applicant should relocate all material on the mid-channel island so that it may function within the riparian system.
2. Gravel extraction should occur only in accordance with a stream channel design that represents natural geomorphic conditions and stream channel configuration, as indicated Public Record IV Jennifer Zung, PE, Harmony Design & Engineering, memo dated October 11, 2018. According to the 2016 Biota Research and Consulting Big Wood Geomorphic Assessment, restoring natural sediment transport regimes is essential to restoring the health of the Big Wood River. Gravel deposition is a natural occurrence throughout freestone river systems, such as the Big Wood. Extraction should occur when it will restore geomorphic conditions that promote sediment transport regimes to help alleviate the need for future gravel extraction and channel manipulations. The City should assure that the planned gravel removal will result in stream channel configuration representing natural geomorphic conditions, such as recommended by Harmony Design & Engineering.

Trout Unlimited appreciates the City staff's solicitation of our review and comments. Thank you for your consideration of these comments and interest in protecting the health of the Big Wood River watershed. Trout Unlimited representatives are readily available to meet with City staff to further discuss this matter and respond to questions.

Sincerely,



Keri York

Big Wood River Project Manager
Trout Unlimited National Staff



Alan Richardson

Hemingway Chapter Board President
Trout Unlimited Local Volunteers



City of Ketchum

November 4, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Authorize Mayor to Sign the Sun Valley & First Project Floor Area Ratio (FAR) Exceedance Agreement (Contract #20423)

Recommendation and Summary

Staff recommends that the Ketchum City Council move to approve the Sun Valley & First Mixed-Use Building Floor Area Ratio (FAR) Exceedance Agreement with the following recommended motion: "I move to approve and authorize the Mayor to sign the Sun Valley & First Project FAR Exceedance Agreement Contract #20423 with David Wilson for the new mixed-use development located at 311 N 1st Avenue."

The reasons for the recommendation are as follows:

- The City of Ketchum has instituted the adoption of Exceedance Agreements to memorialize increases above the permitted FAR and associated community housing contributions. The Applicant proposes to provide 1,220 sq ft of community housing within two units on the first floor of the mixed-use building.
- On October 21st, the Ketchum City Council reviewed the FAR Exceedance Agreement, considered comment from the Blaine County Housing Authority (BCHA) as well as Staff analysis, and moved to continue review of the agreement directing Staff to clarify the roles related to property management and the selection of qualified households within the community housing contribution proposal specified within Exhibit B of Contract #20423.
- The community housing contribution proposal has been revised to specify that the tenants shall be selected from the BCHA database of qualified households to ensure that the community housing units are made available for local residents who live and work in Ketchum and Blaine County. The Housing Company of the Idaho Housing and Finance Association will assume responsibility for all property management activities associated with the units.

Introduction and History

The project received Design Review approval from the Planning & Zoning Commission on August 13th, 2019 and the applicant has proposed starting construction in 2019.

Financial Impact

None

Attachments

- A. Sun Valley & First Mixed-Use Building Project FAR Exceedance Agreement (Contract #20423)
- B. Blaine County Housing Authority Comment

Attachment A:
Sun Valley & First Mixed-Use
Building Project
FAR Exceedance Agreement
(Contract #20423)

**FAR EXCEEDANCE
AGREEMENT**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 480 N East Ave, Ketchum, Idaho 83340
David Wilson	"Developer"	Mailing: PO Box 6770, Ketchum, ID 83340 Physical Address: 311 N 1st Avenue (Ketchum Townsite: Block 57: Lot 4)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and David Wilson, a property owner and developer in the City of Ketchum.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.
- 2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to

accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.

3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty day notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement. Furthermore, the City acknowledges that the Building Owner, in its sole discretion, may choose not to build the residential units. In such an event, this FAR Exceedance Agreement will be modified.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.
11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective

only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS 21ST DAY OF OCTOBER, 2019.

Developer

City of Ketchum, Idaho

David Wilson

Neil Bradshaw, Mayor

Attest:

Robin Crotty, City Clerk

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

- A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section [17.124.050](#) of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
 - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
 - e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
 - f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
 - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
 - g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
 - (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or
 - (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

Exhibit B

EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT: Sun Valley & First Mixed-Use Building

APPLICATION FILE NUMBERS: Design Review P19-083

OWNER: David Wilson

REPRESENTATIVE: Buffalo Rixon, Architect, Ruscitto Latham Blanton Architectura PA

REQUEST: The applicant has proposed a remodel and addition to the existing building located at the corner of Sun Valley Road and 1st Avenue to accommodate 3 new retail areas, 2 community housing units, and 2 upper level condominium units.

LOCATION: 311 N 1st Avenue (Ketchum Townsite: Block 57: Lot 4)

ZONING: Mixed-Use Subdistrict of the Community Core (CC-2)

BACKGROUND:

1. The applicant is proposing to construct a 6,588 sq ft +/- addition to the existing building located at 311 N 1st Avenue. A second floor is proposed to be added to the existing single-story building in order to accommodate two new residential condominium units. The existing first floor will be remodeled to accommodate three new retail spaces and to community housing units.
2. The subject site is and 8,250 sq ft Ketchum Townsite lot located within the Mixed Use Sub-district of the Community Core (CC-2).
3. The total proposed gross floor area of the mixed-use building will be 14,343 gross sq ft with a Floor Area Ratio (FAR) of 1.74, which is 4,219 gross sq ft less than maximum 2.25 FAR permitted with the inclusionary housing incentive in the CC-2 Zone (Ketchum Municipal Code §17.124.040.A).
4. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
5. The Planning and Zoning Commission approved the Design Review application (P19-083) for the Sun Valley & First mixed-use building on August 13th, 2019. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

Table 1. EXCEEDANCE ANALYSIS

Yes	No	N/A	Regulation	City Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.040	<i>Floor Area Ratios and Community Housing</i>
				<p>The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.</p> <p>Permitted in Community Core Mixed-Use Sub-district (CC-2) Permitted Gross FAR: 1.0 Permitted Gross FAR with Inclusionary Housing Incentive: 2.25 Proposed Mixed-Use Building Gross Floor Area: 14,343 gross sq ft Lot 4 Area: 8,250 sq ft FAR Proposed: 1.74 (14,343 gross sq ft/8,250 sq ft lot area) Increase Above Permitted FAR: 6,093 sq ft 20% of Increase: 1,219 sq ft Net Livable (15% Reduction): 1,036 sq ft Community Housing In-Lieu Fee: \$246,568</p> <p>The Project Information on Sheet A0.0 of the Design Review submittal indicates that the applicant will provide 1,220 sq ft of community housing within two units on the first floor of the mixed-use building.</p> <p><u>COMMUNITY HOUSING CONTRIBUTION PROPOSAL</u> The applicant proposes to:</p> <ol style="list-style-type: none"> 1. Provide two community housing units (1,220 sq ft total) on the first floor of the proposed mixed-use building. 2. Target subject community housing units for Blaine County Housing Authority (BCHA) Income Category 4. The tenants chosen to occupy the units shall be selected from the BCHA database of qualified households. 3. The community housing units shall be managed through The Housing Company of the Idaho Housing and Finance Association. 4. The community housing units shall be listed concurrent with the issuance of Certificate of Occupancy by the City for the project.

Attachment B:
Blaine County
Housing Authority (BCHA)
Comment

From: [John Gaeddert](#)
To: [Brittany Skelton](#); [Abby Rivin](#); [Maureen Puddicombe](#)
Subject: Fwd: FAR Exceedance Agreement #20423 (Continued Item from 10/21/2019 Council Meeting)
Date: Tuesday, October 22, 2019 1:34:51 PM
Attachments: [image002.png](#)

Sent from my iPhone

Begin forwarded message:

From: Nathan Harvill <nharvill@bcoha.org>
Date: October 22, 2019 at 1:14:45 PM MDT
To: Neil Bradshaw <nbradshaw@ketchumidaho.org>, Michael David <mdavid@ketchumidaho.org>, Jim Slanetz <jslanetz@ketchumidaho.org>, Amanda Breen <ABreen@ketchumidaho.org>, Courtney Hamilton <CHamilton@ketchumidaho.org>
Cc: John Gaeddert <JGaeddert@ketchumidaho.org>, Ann Sandefer <asandefer@bcoha.org>, "Mason Frederickson (mfrederickson@dlevans.com)" <mfrederickson@dlevans.com>
Subject: FAR Exceedance Agreement #20423 (Continued Item from 10/21/2019 Council Meeting)

Dear Mayor Bradshaw and City Council,

I am writing to further expand and clarify my comments made during the October 21, 2019, city council meeting regarding item 16 on the agenda: "Recommendation to approve the FAR Exceedance Agreement #20423 for the Sun Valley & First Mixed-Use Building project...". While BCHA does not typically do property management activities (i.e. rent collection, maintenance, etc....) for Community Housing units as a primary component of our organization, BCHA does develop the Community Housing Guidelines that inform and advise the development of Community Housing in Blaine County and its jurisdictions as a part of our original mandate and as reflected in our contract for services agreements with the different jurisdictions. BCHA also establishes income categories and maintains a database of qualified households to match households with available housing.

As is widely known in the community, housing that is attainable for the local residents of Ketchum and Blaine County is in extremely short supply. Our scoring criteria favor those who have been looking for housing the longest and those who presently live and work in Blaine County. This is distinguished from federally-funded programs which are required to be open to all, regardless of residency or employment in a particular area. As such, BCHA does not apply for, nor receive any federal funding in order to maintain both our independence and our local connection to the community.

As the de facto "Housing Department" of the jurisdictions and of Blaine County, BCHA is best positioned to continue to vet applicants and present them to landlords who wish to develop Community Housing as a part of Exceedance Agreements with the City of Ketchum. BCHA will also (as dictated in the Community Housing Guidelines) re-certify each household in a Community Housing rental development to ensure that the households remain in compliance with any income category attached to a particular housing unit. It should be noted that BCHA provides these services at no charge to the landlord.

Having said that, we encourage landlords to either self-manage or contract with an appropriate property management company to maintain their properties, collect rent, etc. BCHA does manage one property, Cold Springs Crossing, but its involvement with that property is limited to vetting applicants, re-certifying households, and rent collections. All other property-related activities are handled by the owner. Again, BCHA does not manage Community Housing that is funded through federal programs so that BCHA can retain its independence and flexibility to respond quickly to housing needs appropriate to Blaine County and the jurisdictions therein.

It is the position of BCHA that Compliance with Community Housing Covenants, the vetting and re-certification of households, and the presentation of applicants for Community Housing should remain with BCHA in any Exceedance Agreement between the City and developer.

Please feel free to contact me if you have any questions.



<!--[if !vml]--><!--[endif]-->**Nathan Harvill |**

Executive Director

Blaine County Housing Authority

T: 208.788.6102

F: 208.788.6136

E: nharvill@bcoha.org

"We can't solve problems by using the same kind of thinking we used when we created them."

-Albert Einstein

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City of Ketchum

November 4, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Appropriate Funds for Ketchum Arts Commission Project

Recommendation and Summary

Staff is requesting Council to appropriate funds from the Parks and Recreation Trust Fund for a permanent, city-owned sculpture.

“I move to appropriate \$29,000 from the Parks and Recreation Trust Fund to the FY20 Ketchum Arts Commission budget for a permanent, city-owned sculpture.”

The reasons for the recommendation are as follows:

- The FY19 Ketchum Arts Commission (KAC) budget included \$29,000 for a permanent, interactive sculpture.
- The money was unspent in FY19, so the funds exist in the Parks and Recreation Trust Fund balance.

Introduction and History

In November 2018, KAC issued a call for artists for a permanent, interactive, city-owned sculpture to be placed on Fourth Street. Submissions were received from 22 artists. The submissions were juried but none were selected, and a determination was made to issue a second call. On Monday, December 3, the second Call for Artists for an interactive art piece was released. Twenty-four artists responded to the call. KAC selected three semi-finalists and each submitted their final proposals. A finalist was selected and the design was approved by City Council in June 2019.

On July 29, staff received an email from the selected artist stating that due to personal issues, he was unable to be involved in the project. KAC decided not to issue another call because of the length of time the process takes to select an artist. By the time the process was complete, it would be the end of the fiscal year and winter weather conditions would delay an installation.

Analysis

If Council agrees to appropriate the funds, KAC would issue the call in early November. The call has been modified to request original artwork, either new or existing, and is open to sculptures that allow for viewer interaction.

Financial Impact

\$29,000 unspent FY19 funds that exist in the Parks and Recreation Trust Fund would be appropriated to the FY20 Ketchum Arts Commission budget for a permanent sculpture. The appropriation of these funds will come before Council at a subsequent meeting.



City of Ketchum

November 4, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 20416 For services with Sun Valley Marketing (Visit Sun Valley)

Recommendation and Summary

Staff is recommending the council approve the contract with Sun Valley Marketing (Visit Sun Valley) and adopt the following motion:

I move to authorize the Mayor to sign Contract 20416 with Sun Valley Marketing.

The reasons for the recommendation are as follows:

- The City is contracting with Sun Valley Marketing to provide marketing services to generate additional visitors.
- The funding was approved in the FY 19/20 adopted budget

Introduction and History

As part of the FY 19/20 budget, the Council authorized funding for Visit Sun Valley for marketing and promotional services. The proposed contract provides the scope of work and method for payment of services.

Analysis

The amount of this contract is \$400,000, a reduction of \$40,000 from last year.

Financial Impact

The cost for services is \$400,000. The Fiscal Year 2019-20 Budget includes funding for the proposed services for the Local Option Tax Fund.

Attachments:

Proposed Contract 20416

Summary of 2018/19 Scope of Work

CONTRACT FOR SERVICES 20416

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and the SUN VALLEY MARKETING ALLIANCE, an Idaho nonprofit corporation with an IRS 501 (c)(6) designation, (hereinafter referred to as "SVMA").

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho § 50-101 et seq.
2. SVMA is an Idaho non-profit corporation with an IRS 501(c)(6) designation engaged in the business of domestically and internationally marketing the Sun Valley, Idaho resort area (including Ketchum) as a destination resort.
3. Ketchum is a destination resort city as defined by Idaho Code § 50-1044 as it derives a major portion of its economic wellbeing from businesses catering to the recreational needs and meeting the needs of people traveling to the Sun Valley area. As a resort city, Ketchum is eligible to and does collect a local option non-property tax.
4. Pursuant to Idaho Code § 50-301 and § 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry. Accordingly, Ketchum has the power as conferred by the State of Idaho, to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic well-being of the City.
5. City Municipal Code Chapter 3.12 provides for the imposition of a non-property tax on the sales price of certain goods sold or otherwise transferred in Ketchum. Pursuant to the language of the Chapter, which was approved by the voters of Ketchum, the municipal sales tax revenue derived shall be used for the following purposes: municipal transportation; open space acquisition and recreation; capital improvements (roads, water, sewer, parking, Ore Wagon Museum); emergency services (police, fire, ambulance); city promotion, visitor information and special events; property tax relief; and direct costs to collect and enforce the tax.
6. The primary reason for the City to enter this contract is to increase visitors in order to increase Local Option Tax revenues, generated by retail sales, ski tickets, lodging, and liquor by the drink in the City of Ketchum.
7. The Organizational Goals of SVMA are consistent with the purposes and findings of Municipal Code Chapter 3.12.
8. It is the intention of Ketchum to contract with SVMA to provide such services for consideration as hereinafter provided.
9. Ketchum has committed \$400,000 towards this contract for services in their 2019/2020 budget.
10. SVMA desires to enter into an agreement with Ketchum to provide services identified in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and the SVMA as follows:

1. **SERVICES RECEIVED.** SVMA agrees to provide those services identified in Attachment A as an independent contractor. SVMA agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Agreement.
 2. **TERM.** The term of this Agreement shall commence October 1, 2019 and shall terminate on the 30th day of September 2020.
 3. **CONSIDERATION.** In consideration for providing the services described in Attachment A, the City agrees to pay to SVMA the total sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) payable in agreed upon installments. SVMA will provide the City an invoice setting forth the amount of the installment due for the installment; the City shall pay SVMA the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.
 4. **REPORTING.** SVMA agrees to report to the Ketchum City Council quarterly via email on progress towards the specific scope of work objectives and measurements, and include advertising campaign material (before the next seasons campaign is finalized). SVMA also agrees to provide the City with the information and reports Identified in Attachment A.
- SVMA shall provide to the City of Ketchum the operating budget to include revenues and detailed expenditures. And present semi-annual financial reports (YTD budget and current balance sheet) two times per year; and furnish to the City at SVMA's expense externally prepared financial reviews (actual P&L and year-end balance sheet) on an annual basis; make available to the City all SVMA financial information at any time for any reason; and furnish SVMA's bylaws to the City and immediately advise the City in writing of any changes to the bylaws or changes to the organizational structure.
- SVMA shall maintain complete records of all written, electronic and oral complaints received by it from tourists regarding air and ground transportation and tourist facilities in the Sun Valley resort area.
5. **TERMINATION.** The City may terminate this Contract with 120 days written notice to SVMA with or without cause. The City recognizes that the SVMA has made significant financial commitments (e.g. vendor contracts, leases, employees, etc.) on behalf of the City and SVMA will need time to adjust its obligations. In the event of such termination, The City shall have no further responsibility to make any payment to SVMA under this Contract at the end of the 120-day period. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of SVMA shall survive any termination of this Contract.
 6. **EQUAL EMPLOYMENT OPPORTUNITY.** SVMA covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
 7. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge and agree that SVMA shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. SVMA shall create, direct, and control its own means and methods of performing this Agreement. SVMA and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest

and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by SVMA in a competent, efficient and satisfactory manner.

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

9. NON-ASSIGNMENT. This Agreement may not be assigned by or transferred by SVMA, in whole or in part, without the prior written consent of the City.

10. DISPUTES: In the event that a dispute arises between the City and SVMA regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

11. MISCELLANEOUS PROVISIONS.

- a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
- b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

- g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the agreement.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

a. City: City Administrator
 City of Ketchum
 P.O. Box 2315
 Ketchum, ID 83340

b. Consultant: Sun Valley Marketing Alliance, Inc.
 PO Box 4934
 Ketchum, ID 83340

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF KETCHUM, IDAHO

SUN VALLEY MARKETING ALLIANCE

By: _____
Neil Bradshaw
Mayor

By: _____
Scott Fortner
Executive Director

ATTEST _____
Robin Crotty, City Clerk

Attachment A

Sun Valley Marketing Association Scope of Work FY 2019/20

Goal: As a Destination Marketing Organization (DMO), Build Awareness of the Sun Valley Brand to those outside of the Area

Scope of Work Objectives:

- Establish effective working relationship with local businesses
- Implement a strategic plan for cultivating younger visitors with specific identified demographics
- Provide marketing support for events that attract over 999 outside visitors
- Promote Ketchum's event story
- Promote Ketchum's art story
- Promote Ketchum's retail (dining & shopping) experience
- Promote Ketchum as a hub to wonderful nearby experiences
- Develop a report to compare Sun Valley visitor statistics with other similar destinations.
- Track visitor demographics—age of visitor, where visitor lives, how many visitors are repeat visitors, where are visitors staying, hotels or vacation rentals, and present the information to the city council for consideration.
- Before going into the market and before finalization, present to city council the proposed marketing campaign for the next season.

Measurements:

- Report to council quarterly via email on progress on specific scope of work objectives, to include campaign material (before the next seasons campaign is finalized)
- Annually measure success by reviewing comparable statistics to similar resort areas and present information to council.
- Increase hotel LOT revenue in Ketchum above FY 2018/19 revenue
- Bi-annually provide information on visitor demographics.

From: [Scott Fortner](#)
To: [Suzanne Frick](#)
Subject: VSV/COK scope of work.
Date: Wednesday, October 30, 2019 5:57:02 PM

Suzanne, As per your request, I put together the information and examples of worked performed by Sun Valley Marketing Alliance per the scope of work for 2018-19'. All to enhance our public image, showcase our assets, and to promote visitation to our community while being in line with our Place Branding.

- [Snapshot](#): includes Story Placements, samples of our messaging, [storylines](#) and, creative executions that we have been supporting through various forms Earned, Owned and Paid media channels: including but not limited to, social, media partnerships, contesting, and promotions.
- Continual content building and distribution of Visit [Sun Valley Facebook page & Instagram](#) as well as leveraging for our retargeting strategies.
- [Summer Visitor survey](#) is being compiled as we speak, but I have attached a combined version for 2017' & 18.'
- [Competitive Research](#); Destination comparative on Tourism business levels, funding, and tax revenue collections.
- Metrics: Our Tourism indicators showed continue YOY growth with some variations due to changes in metric data points. [TI 18' Sum/Fall](#), [TI 18'-19' winter](#), [TI 19' Sum/Fall](#)

We are still working on the final results of our Summer visitor survey as well as our Fall marketing initiatives results and visitation performance.

I have also provided all the PDF files in this link:

<https://www.dropbox.com/sh/19ve4egb74ijkd6/AACGObfekPemyJ5Rctx6cUlpa?dl=0> which you may find easier for council packets.

Please let me know if you have any questions.

Thank you.

Scott Fortner | **VISIT SUN VALLEY**
Executive Director | Scott@VisitSunValley.com
[@visitsunvalley](#) | [#seeksunvalley](#)



City of Ketchum

November 4, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 20414 for Services with Blaine County Housing Authority (BCHA)

Recommendation and Summary

Staff is recommending the council approve the contract with Blaine County Housing Authority and adopt the following motion:

I move to authorize the Mayor to sign Contract 20414 with Blaine County Housing Authority.

The reasons for the recommendation are as follows:

- The City contracts with Blaine County Housing Authority to manage the community housing inventory in Ketchum.
- The funding was approved in the FY 19/20 adopted budget

Introduction and History

Each year the City of Ketchum provides funding to the Blaine County Housing Authority (BCHA) for services related to the development and preservation of community housing for low and moderate income households. The proposed contract provides the scope of work and method for payment of services.

Analysis

The scope of work is primarily the same as last year. BCHA staff has reviewed and agrees with the scope of work for FY 2019/20.

Financial Impact

The cost for services is \$75,000, the same amount as last year. Payment is made in two installments at the beginning of the fiscal year and at mid -year. The Fiscal Year 2019-20 Budget includes funding for the proposed services in the In-Lieu Housing Fund.

Attachment:
Proposed Contract 20414

INDEPENDENT CONTRACTOR AGREEMENT 20414

THIS AGREEMENT made and entered into this ____ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority (hereinafter referred to as "BCHA").

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.

2. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

3. BCHA has proposed to provide services to Ketchum related to the management and preservation of community housing for low and moderate income households. BCHA will perform the Scope of Services, as attached hereto as Exhibit "A".

4. By executing the Scope of Services, BCHA oversees and administers the terms of the deed covenants for sixty (60) ownership units and six (6) rental units within Ketchum. The long-term affordability ensured by each deed covenant is essential to maintaining the supply of affordable housing available to the city's workforce.

5. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

6. Ketchum has appropriated funds for the administration of the Community Housing deed covenants within Ketchum and to perform the Scope of Work in Exhibit A in the amount of \$75,000.

7. It is the intention of Ketchum to contract with BCHA to provide such services for consideration as hereinafter provided.

8. BCHA desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

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

1. SERVICES RECEIVED. BCHA agrees to provide those services described in Exhibit "A", as an independent contractor.

2. TERM. The term of this Agreement shall commence on the 1st day of October, 2019, and shall terminate on the 30th day of September, 2020.

3. CONSIDERATION. In consideration for providing the professional services as herein provided, Ketchum agrees to pay to BCHA the total sum of seventy thousand dollars (\$75,000) payable in two installments: the first 50% in the amount of \$37,500 on or before December 1 2019; and the second 50% in the amount of \$37,500 on or before March 31, 2020. Provided the reports and documentation as outlined in Exhibit "A" are received.

4. REPORTING. BCHA shall report to Ketchum City Council bi-annually via e-mail on how each identified service in Exhibit "A" is being performed.

5. NOTICES. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340

Executive Director
BCHA
Post Office Box 4045
Ketchum, ID 83340

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

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

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

9. HOLD HARMLESS AGREEMENT. Any contractual obligation entered into or assumed by BCHA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of BCHA's obligations pursuant to this Agreement shall be the sole responsibility of BCHA, and BCHA covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of BCHA's activities and obligations as set forth

hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

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

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

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

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

BLAINE COUNTY HOUSING AUTHORITY

CITY OF KETCHUM

By

By

Nathan Harvill
Executive Director

Neil Bradshaw
Mayor

ATTEST:

By

Robin Crotty
City Clerk

EXHIBIT A

Blaine County Housing Authority FY 2019/20 Scope of Work

Goal: Ketchum shall be home to a diverse social and economic population

Services to be Performed:

Housing

- Manage deed restricted rental and for purchase housing in Ketchum by maintaining an accurate, up-to-date, database of qualified applicants for community housing units and updating applicant information on a quarterly schedule to keep database current. This includes, but is not limited to: (i) monitoring occupancy to ensure compliance with the applicable deed covenants; (ii) preserving housing stock by ongoing monitoring and enforcement, and (iii) providing referrals to counseling and consulting services to minimize any loss of community housing owners due to payment problems.
- Open the eligibility application process at least once a year and provide the database to the County, cities, developers and civic organizations requesting assistance in planning and allocating community housing.
- Match buyers and renters to available community housing units managed by BCHA on behalf of the City of Ketchum based on applicable priorities. Continue providing employees working within the City of Ketchum priority for placement in community housing units in the City of Ketchum.
- Assist the City of Ketchum in exploring options for generating revenue from the community housing rental units located within the city of Ketchum.
- Inform the City of Ketchum within 10 days of any request that may result in a change or removal of the deed restriction of a Ketchum community housing and if a unit in the City of Ketchum inventory is threatened by foreclosure.
- Present options to the Ketchum City Council on strategies BCHA can undertake to generate revenue and become more self-sustaining without reducing the current deed restricted housing stock in the City of Ketchum. Provide information to the City of Ketchum by March 3, 2020.
- Participate in discussion and exploration with the City of Ketchum on new models and approaches to providing workforce housing that may not be restricted by income levels.

Outreach and Communication

- Promote, Advocate, and Develop policies which will increase the supply of affordable housing options within the City of Ketchum for the full-time residents of thereof.
- Provide Fair Housing education and outreach for home purchasers, lenders, realtors, home ownership association, landlords, tenants, developers, and other housing stakeholders.
- Annually survey existing occupants of deed restricted housing to identify service and quality assurance issues. Develop a process to improve relations between market rate and deed restricted residents when located in the same building complex. Provide a report on the results of the survey to the City of Ketchum by Spring 2020.

- Provide information to persons in need regarding state and local assistance programs, e.g. rental referrals, tenants' rights, and loan modification and foreclosure prevention counseling.
- Implement a Limited English Proficiency Plan to reach Spanish speaking population.
- Act as liaison between tenants and owners of community housing units and market rate tenants and owners to resolve issues and disputes between the parties, related to deed covenant restrictions administered by BCHA. Provide proactive solutions to the issues and keep the City of Ketchum informed of issues and measures BCHA is taking to resolve issues.

Administration

- On an annual basis, assist the City of Ketchum Planning and Building Department to prepare the methodology for calculating the housing in-lieu fee and present to Ketchum City Council for approval.
- Update the BCHA Community Housing Guidelines as needed and provide them to jurisdictions served.
- Provide information regarding local housing needs based on demographic trends and statistical analysis of current conditions with input from employers.
- Track trends in demographics and preferences based on database information.
- Be a resource for homebuyer education (coordinate with Idaho Housing and Finance (IHFA) and College of Southern Idaho to provide first-time homebuyer course) and credit counseling. Provide services of a certified Home Counselor. Such programs result in community home applicants who are ready and able to purchase for-sale units.

Measurements:

- Report to Ketchum City Council bi-annually via email on the progress and how each identified service bullet is being accomplished.
- Provide the City of Ketchum a housing inventory report of all units managed by BCHA within the City of Ketchum to include the location of unit, if the unit is ownership or rental, level of affordability of the unit, the length of time the occupant has been in the unit, the selection process for the occupant, and the length of time the occupant was on the BCHA waiting list. Such report should be provided to the City of Ketchum in March 3, 2020.



City of Ketchum

October 23, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

2019/2020 Animal Shelter Contract Contract 20425

Introduction/History

The Mountain Humane contract (previously The Animal Shelter of the Wood River Valley) provides facilities and services for the care and safe housing of dogs found in the City of Ketchum. In the event Ketchum Police cannot locate the owners of the dog, the Ketchum Police will relocate the dog to the shelter. The yearly fee for this contract is \$2,000. This is paid in four quarterly payments from the Ketchum Police budget.

Summary of Request

This request is to again enter into the contract with Mountain Humane for fiscal year 2019/2020.

Financial Impact

\$2,000

Recommendation and Motion

I respectfully recommend the City Council approve the cooperative agreement with Mountain Humane in the amount of \$2,000.

"I move to authorize Mayor Bradshaw to sign the 2019/2020 cooperative agreement with Mountain Humane in the amount of \$2,000 to provide facilities and services for the care and safe housing of dogs found in the City of Ketchum."

Respectfully Submitted,

Dave Kassner
Chief of Police

**CITY OF KETCHUM
CONTRACT FOR SERVICES
MOUNTAIN HUMANE**

THIS AGREEMENT is in effect from October 1, 2019 to September 30, 2020, by and between the City of Ketchum, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "The City" and Mountain Humane, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as "Mountain Humane".

RECITALS:

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.
2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.
3. Mountain Humane is willing to provide facilities and services for the care and safe housing of animals found in the City of Ketchum that are impounded by the City animal control officer, city law enforcement, or taken to Mountain Humane by citizens.
4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County dog licenses.
5. The parties believe that paying a flat fee for services is a more flexible and fair approach than charging on an individual impound basis. The City's payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by Mountain Humane. The flat fee shall reasonably reflect the level of service provided by Mountain Humane, including but not limited to, the numbers and types of animals from the City of Ketchum, and may be adjusted annually during the City's budget process which starts in June and adopted in August of each year.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM: This Agreement shall be in full force and effect upon execution. The contract period will be until September 30, 2020, and then renewed and will remain in effect for one year.
2. RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties, with Mountain Humane submitting a budget proposal by June 1 of each year so that the city may consider the request in the City's annual budget process.
3. RECEIPT AND HOUSING OF ANIMALS: MOUNTAIN HUMANE hereby agrees to receive, house and feed all animals found in the City and delivered to Mountain Humane by the police, City animal control officer or citizens. The location of pickup shall be documented to establish the jurisdiction of origin for the purposes of this Contract. Any officer or citizen delivering an animal found in The City of Ketchum, Mountain Humane must verify that the animal being impounded was found within The City borders and provide a written statement detailing the reasons why the animal(s) was impounded. The capacity of Mountain Humane is 50 dogs and 50 cats. In the ordinary course of operations, inflow of animals does not exceed capacity. If a situation arises that exceeds capacity, temporary declination of Animal Shelter to accept City impounds shall not be a breach of this agreement. In such an event Mountain Humane shall exercise its best efforts to shorten the period of over-capacity or find alternate locations for acceptance.
4. VETERINARY CARE: The City shall be responsible to pay any "necessary veterinary care" for animals, as defined herein, which are provided to any animal impounded within the seven (7) day impoundment period, pursuant to this Agreement. "Necessary veterinary care" means immediate veterinary treatment for injured, diseased, or sick animals or animals that seriously threaten Mountain Humane's ability to maintain a healthy animal population.

If within the seven (7) day impound period, Mountain Humane determines an animal received should be euthanized either because of health or behavior issues, The City will be responsible for the cost of such procedures and disposal.

5. RABIES VACCINATION AND LICENSING: Pursuant to Idaho law, dogs over six (6) months of age must be vaccinated for rabies and have on them a collar with a current license. Dogs impounded at Mountain Humane that are not wearing a collar with a current license tag will be vaccinated for rabies and issued a license. An owner claiming said dog will be charged both for a rabies vaccination and license along with any impound fees. Dogs will not be released without payment for services. If an impounded dog has a microchip or a collar with identification tags, but no current license tag Mountain Humane will check for current licensing and vaccination status within its

database. If no current license is found Mountain Humane will vaccinate for rabies if necessary and issue a license at the owner's expense.

6. ADMINISTRATIVE DUTIES: Mountain Humane agrees to provide facilities and personnel to perform any administrative duties necessary to The City's animal control program including, but not limited to, the sale and record keeping of The County's dog license program.

The City authorizes Mountain Humane to collect impound fees for animals impounded or taken up pursuant to this Agreement. Mountain Humane agrees not to release impounded animals to their owners unless and until the impound fees set forth by The City, if any, have been paid and procedures have been followed. Furthermore, Mountain Humane shall require any impounded dog be licensed before releasing said animal back to its owner.

7. CONSIDERATION: In consideration for the services performed by Mountain Humane according to the terms of this contract, the City shall pay Mountain Humane a total sum of \$2,000 for fiscal year 2020 to be paid in quarterly installments of \$500 a quarter. In addition, the City shall allow all revenues generated from Mountain Humane's sale of dog licenses for The City and the collection of impound fees from pet owner's retrieving their animals to remain with Mountain Humane. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts from a licensed veterinarian.
8. QUARTERLY REPORTS: Mountain Humane shall provide the City with quarterly reports that include the following information:

- a) Numbers and types of animals impounded;
- b) Location of animal pickup. Any officer or citizen delivering an animal to Mountain Humane shall verify, to the greatest extent feasible, that the animal being impounded was found within The City of Ketchum borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to The City quarterly.
- c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.
 - i) Mountain Humane shall work with the City to develop a reporting system so that City dispatch personnel, the Animal Control officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner.
- d) Veterinary and euthanasia statistics

9. MOUNTAIN HUMANE A PRIVATE FACILITY: The parties agree that Mountain Humane is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by Mountain Humane pursuant to this Agreement shall become the property of Mountain Humane after seven (7) days at which time Mountain Humane shall assume financial responsibility for the continued care and housing of the animals.
10. TERMINATION: Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.
11. MODIFICATION: There shall be no modification of this Agreement unless executed in writing by the parties.

Executed and effective by the undersigned parties,

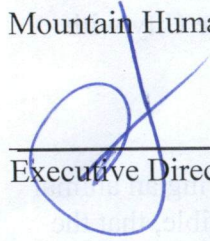
DATED THIS _____ DAY OF _____, 2019

Attest:

JoAnne Dixon

Mountain Humane

City of Ketchum, Idaho


Executive Director Jo-Anne Dixon. DVM

Mayor Neil Bradshaw



City of Ketchum

November 4, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Discuss Ketchum's Exceedance Agreement Policy and Possibility that Excess Community Housing Square Footage in One Project Might Be Used to Benefit a Second Unrelated Project

Recommendation, Summary & Analysis

Staff is recommending the council discuss its exceedance agreement policy and consider, in general terms, whether language such as the following is appropriate and/or desirable:

In the event the Developer provides as mitigation measures square footage of Community Housing (CH) in excess of that required, Developer shall be entitled to sell or assign such Excess Square Footage to other developers and/or developments for use in satisfying FAR Exceedance Mitigation Requirements of other projects.

Factors possibly affecting the Council's determination, as adapted from the City's Community In-Lieu Funding Application Request Form, include whether the Excess Square Footage:

- results in additional workforce units
- will be used exclusively for resident occupied workforce housing
- is for a targeted unit size and income category for occupants
- will be leased and/or rent restricted in perpetuity
- other considerations, such as the quality of the unit, dollar value involved and/or period in which any Excess Square Footage can be sold or assigned (e.g., before conveyance of the CH unit and any associated excess SF or some period of time thereafter).

Introduction and History

In 2017 the City adopted Resolution 17-006, which allows developments that exceed City-adopted Floor Area Ratio (FAR) standards to receive a building permit and construct projects in excess of a given zoning districts FAR limits, provided the developer voluntarily opts into a FAR Exceedance Agreement with the City.

Ketchum's FAR Exceedance Agreements provide community housing to the Ketchum workforce in 1-of-3 ways, including developer: (1) construction of a deed restricted unit within the project; (2) payment of an in-lieu community housing fee; or (3) purchase of existing housing stock and the conversion of the purchased house into a deed restricted unit.

The City has entered into FAR Exceedance Agreements reflective of each three methods noted. Because required CH unit sizes do not always match with existing housing stock and/or design goals with a deed restricted unit to be created in a project, the question of assigning Excess Square Footage has arisen.

Financial Impact

TBD

Attachments

None

RESOLUTION NUMBER 19-00__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO,
ESTABLISHING THE DATES FOR ALL REGULAR CITY COUNCIL MEETINGS FOR
2020.

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

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

WHEREAS, the City Council has determined that listing all regular meetings to be held in 2020 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular meetings of the City Council for 2020 are as follows:

January 6, 2020		July 6, 2020
January 21, 2020 (Tuesday)		July 20, 2020
February 3, 2020		August 3, 2020
February 18, 2020 (Tuesday)		August 17, 2020
March 2, 2020		September 8, 2020 (Tuesday)
March 16, 2020		September 21, 2020
April 6, 2020		October 5, 2020
April 20, 2020		October 19, 2020
May 4, 2020		November 2, 2020
May __, 2020 Either the 11 th or 26 th		November 16, 2020
June 1, 2020		December 7, 2020
June 15, 2020		December 21, 2020

This Resolution will be in full force and effect upon its adoption this ____ day of _____, 2020

CITY OF KETCHUM, IDAHO

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty

RESOLUTION NO _____

City Clerk

RESOLUTION NO _____