



**CITY OF KETCHUM, IDAHO SPECIAL CITY COUNCIL MEETING**

Tuesday, September 29, 2020, 10:00 AM

480 East Avenue, North, Ketchum, Idaho

## Agenda

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

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

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

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

Dial-in: +1 253 215 8782  
Meeting ID: 943 8304 1583

- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
  - [1.](#) Proclamation - National Hispanic Heritage Month - Mayor Neil Bradshaw
  - [2.](#) Proclamation - National Long-Term Care Residents' Rights Month - Mayor Neil Bradshaw
- 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
  - [3.](#) Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$362,744.63 as presented by the Treasurer.
- NEW BUSINESS (no public comment required)
  - [4.](#) ACTION ITEM: Recommendation to approve Legends and Lore Marker and authorize the Mayor to sign a letter of support – Lisa Enourato, Public Affairs and Administrative Services Manager
  - [5.](#) ACTION ITEM: Adoption of the Blaine County COVID-19 Response Plan - Mayor Neil Bradshaw
  - [6.](#) ACTION ITEM: Recommendation to provide direction on funding and potential approval of Encroachment Agreement #20494 with Idaho Power at 760 Washington Avenue - Suzanne Frick, Director of Planning and Building

- 7. ACTION ITEM: Recommendation to approve Contract 20524 with Electric One for construction of a HAWK (high intensity activated crosswalk) at the corner of Main Street and 4th Street - Suzanne Frick, Director of Planning & Building
- PUBLIC HEARING
- 8. ACTION ITEM: Reading of Ordinance 1211, Annual Appropriations Ordinance - Grant Gager, Director of Finance & Internal Services
- 9. ACTION ITEM: First reading of Ordinance 1212 establishing emergency powers - 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.

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Thank you for your participation.

We look forward to hearing from you



City of Ketchum

## PROCLAMATION

- Whereas,** 50 years ago, what was then National Hispanic Heritage Week, was observed for the first time in the U.S.; and
- Whereas,** there are more than 195,589 Idahoans of Hispanic descent whose presence give this state and the City of Ketchum a culture uniquely rich in the diversity of its people, their transitions, history and contributions to the state of Idaho; and
- Whereas,** Ketchum will continue to be enriched by supporting the social, cultural and economic status of our Hispanic citizens; and
- Whereas,** Ketchum's Hispanic population continues its proud traditions through its commitment to youth, family values, hard work and progress; and
- Whereas,** Ketchum honors our fellow citizens during this traditional occasion and recognizes their contributions to our community; and
- Whereas,** Hispanics are the fastest-growing minority in this country and in Idaho, and September 15 to October 15 is recognized nationally as Hispanic Heritage Month 2020.
- NOW THEREFORE,** I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim September 2020 as Hispanic Heritage Month in the City of Ketchum and encourage all citizens to join me in celebrating the diverse culture of our valley's citizens.



City of Ketchum

## PROCLAMATION

- Whereas,** there are 1.3 million individuals living in 15,600 nursing homes, and over 800,000 individuals living in 28,900 assisted living/residential care facilities in the U.S.; and
- Whereas,** the federal Nursing Home Reform Act of 1987 guarantees residents their individual rights in order to promote and maintain their dignity and autonomy; and
- Whereas,** all residents should be aware of their rights so they may be empowered to live with dignity and self-determination; and
- Whereas,** the City of Ketchum wishes to honor and celebrate these citizens, to recognize their rich individuality, and to reaffirm their right to vote and participate politically, including the right to have a say in their care; and
- Whereas,** individuals and groups across the country will be celebrating Residents' Rights Month with the theme – "Connection Matters" – to emphasize connections to family, to friends, and to the community as an essential component of good health and quality of life for residents.
- NOW THEREFORE,** I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim October 2020 as National Long-Term Care Residents' Rights Month, in the City of Ketchum, and encourage all citizens to join me in these important observances.

Signed this 29<sup>th</sup> day of September 2020

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Neil Bradshaw, Mayor

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
<b>GENERAL FUND</b>			
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
COLBECK, DOUG	092320	Refund Application Fee	1,100.00
Total :			1,100.00
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG</b>			
BENGALWORKS GRAPHICS	101087	Mesh Banner - Covid	1,120.00
Total LEGISLATIVE & EXECUTIVE:			1,120.00
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
ATKINSONS' MARKET	04958099	Office Supplies	20.08
COPY & PRINT, L.L.C.	OUT-1503	Office Supplies	722.66
COPY & PRINT, L.L.C.	OUT-1525	Notebooks	11.00
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
LEROY'S ICE CREAM	091820	Feedback on 4th Event	110.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087264135 09	2087264135 091320	979.73
CENTURY LINK	2087265574 09	2087265574 091320	53.52
SYRINGA NETWORKS, LLC	20SEP0381	20SEP0381	3,000.00
VERIZON WIRELESS	965494438 091	965494438 091020	46.67
VERIZON WIRELESS	965494438 091	965494438 091020	41.92
<b>01-4150-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
CONSOLIDATED ELECTRICAL DI	3755-691528	Fluorescent Lamp	100.76
BENGALWORKS GRAPHICS	101088	Plaque	440.00
<b>01-4150-6500 CONTRACTS FOR SERVICES</b>			
S & C ASSOCIATES LLC	1759 - 1797	19-1037	650.00
S & C ASSOCIATES LLC	1759 - 1797	18-1008	225.00
Total ADMINISTRATIVE SERVICES:			6,401.34
<b>LEGAL</b>			
<b>01-4160-4200 PROFESSIONAL SERVICES</b>			
WHITE PETERSON	24892R 083120	General Services 24892R 083120	15,500.00
<b>01-4160-4270 CITY PROSECUTOR</b>			
ALLINGTON, ESQ., FREDERICK	120266	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			19,269.92

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>PLANNING &amp; BUILDING</b>			
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
S & C ASSOCIATES LLC	1759 - 1797	19-1039	115.00
S & C ASSOCIATES LLC	1759 - 1797	20-1023	747.50
S & C ASSOCIATES LLC	1759 - 1797	20-1042	1,207.50
S & C ASSOCIATES LLC	1759 - 1797	20-1048	517.50
S & C ASSOCIATES LLC	1759 - 1797	20-1054	690.00
S & C ASSOCIATES LLC	1759 - 1797	18-1016	57.50
S & C ASSOCIATES LLC	1759 - 1797	19-1042	345.00
S & C ASSOCIATES LLC	1759 - 1797	20-1027	1,052.50
S & C ASSOCIATES LLC	1759 - 1797	20-1043	345.00
S & C ASSOCIATES LLC	1759 - 1797	20-1049	172.50
S & C ASSOCIATES LLC	1759 - 1797	20-1055	460.00
S & C ASSOCIATES LLC	1759 - 1797	19-1028	230.00
S & C ASSOCIATES LLC	1759 - 1797	20-1022	517.50
S & C ASSOCIATES LLC	1759 - 1797	20-1039	345.00
S & C ASSOCIATES LLC	1759 - 1797	20-1047	115.00
S & C ASSOCIATES LLC	1759 - 1797	20-1053	172.50
S & C ASSOCIATES LLC	1759 - 1797	17-1009	402.50
S & C ASSOCIATES LLC	1759 - 1797	19-1002	1,915.00
S & C ASSOCIATES LLC	1759 - 1797	19-1059	115.00
S & C ASSOCIATES LLC	1759 - 1797	20-1028	172.50
S & C ASSOCIATES LLC	1759 - 1797	20-1044	345.00
S & C ASSOCIATES LLC	1759 - 1797	20-1050	230.00
S & C ASSOCIATES LLC	1759 - 1797	20-1056	230.00
S & C ASSOCIATES LLC	1759 - 1797	19-1011	115.00
S & C ASSOCIATES LLC	1759 - 1797	20-1005	345.00
S & C ASSOCIATES LLC	1759 - 1797	20-1034	115.00
S & C ASSOCIATES LLC	1759 - 1797	20-1046	115.00
S & C ASSOCIATES LLC	1759 - 1797	20-1052	287.50
S & C ASSOCIATES LLC	1759 - 1797	19-1004	345.00
S & C ASSOCIATES LLC	1759 - 1797	19-1075	345.00
S & C ASSOCIATES LLC	1759 - 1797	20-1033	57.50
S & C ASSOCIATES LLC	1759 - 1797	20-1045	230.00
S & C ASSOCIATES LLC	1759 - 1797	20-1051	57.50
Total PLANNING & BUILDING:			12,512.50
<b>NON-DEPARTMENTAL</b>			
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>			
RILEY, JADE	092420	Relocation Reimbursement per Contract	3,500.00
MCLAUGHLIN, BILL	092420	Relocation Reimbursement per Offer Letter	4,255.64
Total NON-DEPARTMENTAL:			7,755.64
<b>FACILITY MAINTENANCE</b>			
<b>01-4194-4200 PROFESSIONAL SERVICES</b>			
IRISH ELECTRIC	96120	Repair/Replace 8 Tree Plugs	2,965.60
<b>01-4194-4210 PROFESSIONAL SERVC-CITY TREES</b>			
ARBOR CARE	CMB369-7	City Hall Tree Care	15.00
ARBOR CARE	CMB370-7	Little Park Tree Care	210.00
ARBOR CARE	CMB371-7	OWM Tree Care	15.00
ARBOR CARE	CMB372-7	Rotary Park Tree Care	40.00
ARBOR CARE	CMB373-7	Atkinson-Hemingway Park Tree Care	90.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
ARBOR CARE	CMB374-7	Forest Service Park Tree Care	1,475.00
ARBOR CARE	CMB375-7	Guy Coles Tree Care	275.00
ARBOR CARE	CMB380-7	Lucy Loken Park Tree Care	40.00
ARBOR CARE	CMB382-7	Town Square Tree Care	335.00
ARBOR CARE	CMB384-7	Farnlun Park Tree Care	250.00
ARBOR CARE	CMB385-7	New City Hall Tree Care	185.00
ARBOR CARE	CMB386-6	City Corridor Tree Care	707.50
<b>01-4194-5200 UTILITIES</b>			
IDAHO POWER	2201272487 09	2201272487 091820	54.73
IDAHO POWER	2203538992 09	2203538992 091820	94.15
<b>01-4194-6950 MAINTENANCE</b>			
A.C. HOUSTON LUMBER CO.	2009-678645	Torx Screws	15.90
CHATEAU DRUG CENTER	2278751	Basket	4.74
IRISH ELECTRIC	96220	Steel Plug Bollard	3,323.60
Total FACILITY MAINTENANCE:			10,096.22
<b>POLICE</b>			
<b>01-4210-3600 COMPUTER SOFTWARE</b>			
OMNI PARK	092520	Omni Park Software Upgrade	2,245.00
<b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>			
VERIZON WIRELESS	965494438 091	965494438 091020	41.67
VERIZON WIRELESS	965494438 091	965494438 091020	41.67
VERIZON WIRELESS	965494438 091	965494438 091020	41.67
<b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>			
BLAINE COUNTY CLERK/RECOR	201032	BCSO Law Enforcement Services	123,587.42
Total POLICE:			125,957.43
<b>FIRE &amp; RESCUE</b>			
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
ZOLL MEDICAL CORPORATION	3133992	Pediatric Adhesive Sensor	278.80
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
VERIZON WIRELESS	765494480 091	765494480 091320	86.70
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
VERIZON WIRELESS	765494480 091	765494480 091320	86.71
<b>01-4230-7600 OTHER MACHINERY &amp; EQUIP FIRE</b>			
MUNICIPAL EMERGENCY SERIC	091420	PO 20508 - Regulators	38,350.00
Total FIRE & RESCUE:			38,802.21
<b>STREET</b>			
<b>01-4310-3200 OPERATING SUPPLIES</b>			
D & B SUPPLY INC.	34121	Uniforms	180.00
<b>01-4310-3400 MINOR EQUIPMENT</b>			
SHERWIN-WILLIAMS CO.	091420	PO 20519 - Paint Striper	23,999.98

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS	365459737 091	365459737 091320	46.14
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
NAPA AUTO PARTS	028720	ATC Kit and Disc Pads	42.98
RIVER RUN AUTO PARTS	6538-157584	Trim Panel	2.07
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
NAPA AUTO PARTS	028197	Lamp	8.80
NAPA AUTO PARTS	028739	Equipment Lighting	139.99
WESTERN STATES CAT	IN001422638	Edges	677.55
JACKSON GROUP PETERBILT	228773	Steering Shaft	340.61
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1832916	5831 091820	49.74
<b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
A.C. HOUSTON LUMBER CO.	2009-679395	Concrete	212.78
<b>01-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	2201013857 09	2201013857 091820	14.14
IDAHO POWER	2203027632 09	2203027632 091120	5.29
IDAHO POWER	2203855230 09	2203855230 091820	41.21
IDAHO POWER	2204535385 09	2204535385 091820	33.27
IDAHO POWER	2204882910 09	2204882910 091120	146.66
IDAHO POWER	2206773224 09	2206773224 091820	8.67
IDAHO POWER	2207487501 09	2207487501 091820	6.34
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
ALLEN CONSTRUCTION, INC.	18	4th & Main Curb & Gutter	6,000.00
COLOR HAUS, INC.	238610	Curb Paint	122.34
FASTENAL COMPANY	IDJER92704	Concrete Saw	394.57
K & T STEEL CORP.	0018893-IN	Dozer Wings	1,385.00
LUNCEFORD EXCAVATION, INC.	10513 091720	Washington Ave Drain Line and Dry Well Services	9,805.00
PLATT ELECTRIC SUPPLY	Y308805	Pedestal and Base	1,138.56
CANYON EXCAVATION. LLC	1995	4th & Main Curb and Gutter Prep	2,300.00
RIXON EXCAVATION	1249	Divert Water Bridge Repair	10,000.00
Total STREET:			57,101.69
<b>RECREATION</b>			
<b>01-4510-3250 RECREATION SUPPLIES</b>			
WEBB LANDSCAPING	K-IN-150727	Bulbs and Saucers	76.41
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
ATKINSONS' MARKET	06448773	Concessions	95.09
ATKINSONS' MARKET	08147946	Concessions	61.21
SYSCO	140689252	Concessions	321.27
Total RECREATION:			553.98
Total GENERAL FUND:			280,670.93

**WAGON DAYS FUND  
WAGON DAYS EXPENDITURES**



Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>02-4530-5210 SOLID WASTE COLLECTION</b>			
CLEAR CREEK DISPOSAL	0001343946	Wagon Days 960 092220	1,340.00
Total WAGON DAYS EXPENDITURES:			1,340.00
Total WAGON DAYS FUND:			1,340.00
<b>GENERAL CAPITAL IMPROVEMENT FD GENERAL CIP EXPENDITURES</b>			
<b>03-4193-7200 TECHNOLOGY UPGRADES</b>			
BLAINE COUNTY EMERGENCY	KFD2021 2	Public Safety System	2,443.07
<b>03-4193-7201 ESF- PUBLIC OUTREACH/DESIGN</b>			
COPY CENTER LLC	1534	Conceptual Plans and Renderings	130.00
<b>03-4193-7400 COMPUTER/COPIER LEASING</b>			
DELL FINANCIAL SERVICES	80577905	Lease Services	236.56
DELL FINANCIAL SERVICES	80582891	Lease Services	1,465.97
<b>03-4193-7607 SIDEWLK/STREET SAFETY REPAIR</b>			
ALLEN CONSTRUCTION, INC.	17	2nd Street Warranty Work	1,140.00
CANYON EXCAVATION. LLC	1995	2nd St Work	1,650.00
Total GENERAL CIP EXPENDITURES:			7,065.60
Total GENERAL CAPITAL IMPROVEMENT FD:			7,065.60
<b>ORIGINAL LOT FUND ORIGINAL LOT TAX</b>			
<b>22-4910-6040 SUN VALLEY MARKETING ALLIANCE</b>			
VISIT SUN VALLEY	61	Monthly Payment per contract	33,333.33
<b>22-4910-6060 EVENTS/PROMOTIONS</b>			
CHATEAU DRUG CENTER	2268873	Push Pins	4.73
Total ORIGINAL LOT TAX:			33,338.06
Total ORIGINAL LOT FUND:			33,338.06
<b>FIRE CONSTRUCTION FUND FIRE FUND EXP/TRNFRS</b>			
<b>42-4800-4200 PROFESSIONAL SERVICES</b>			
MATERIALS TESTING & INSPEC	177688	177688 T200074C Concrete Inspector	653.04
Total FIRE FUND EXP/TRNFRS:			653.04
Total FIRE CONSTRUCTION FUND:			653.04
<b>WATER FUND WATER EXPENDITURES</b>			
<b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
UNIFIED OFFICE SERVICES	288308	Pens	11.05

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-3200 OPERATING SUPPLIES</b>			
FERGUSON ENTERPRISES, LLC	0756238	AC Power Supply Kit	91.65
PIPECO, INC.	S3916683.001	MARKING PAINT	126.71
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E263466	55 gal T-Chlor x 2	492.48
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS	365516521 091	365516521 091320	129.18
VERIZON WIRELESS	965494438 091	965494438 091020	41.67
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	2202458903 09	2202458903 091720	71.97
IDAHO POWER	2206786259 09	2206786259 091720	34.54
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
A.C. HOUSTON LUMBER CO.	2009-682623	Tool Kit	329.99
Total WATER EXPENDITURES:			1,329.24
Total WATER FUND:			1,329.24
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7653 WATER METER REPLACEMENT</b>			
FERGUSON ENTERPRISES, LLC	0755823	Meter Parts	2,931.33
<b>64-4340-7802 KETCHUM SPRING WA CONVERSION</b>			
PIPECO, INC.	S3891397.001	20457 082520	17.70
PIPECO, INC.	S3892645.001	20461 082620	12.82
S & C ASSOCIATES LLC	1759 - 1797	19-1072	1,342.50
Total WATER CIP EXPENDITURES:			4,304.35
Total WATER CAPITAL IMPROVEMENT FUND:			4,304.35
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
UNIFIED OFFICE SERVICES	288308	Pens	11.06
<b>65-4350-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2009-681256	Supplies	151.71
ATKINSONS' MARKET	06451269	Salt	24.45
CHATEAU DRUG CENTER	2280502	Supplies	47.47
LOU'S GLOVES, INC.	037502	Gloves	152.00
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
ROBERTS ELECTRIC	0921201	PO 20512 Install new VFD	7,487.00
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087268953 09	2087268953 091320	56.12
VERIZON WIRELESS	965494438 091	965494438 091020	40.01
VERIZON WIRELESS	965494438 091	965494438 091020	24.58

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>65-4350-5200 UTILITIES</b>			
IDAHO POWER	2202158701 09	2202158701 091820	10,692.70
IDAHO POWER	2202703357 09	2202703357 091720	66.51
IDAHO POWER	2206786259 09	2206786259 091720	34.55
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
LES SCHWAB	11700649239	Wheel Switch	30.00
NAPA AUTO PARTS	029009	QD Cleaner	4.99
NORTHWEST EQUIP SALES MAC	171400TP	Valve	63.88
RIVER RUN AUTO PARTS	6538-157857	Compression Fittings	15.75
RIVER RUN AUTO PARTS	6538-157871	Couplings	4.64
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
A.C. HOUSTON LUMBER CO.	2009-680314	Grace Vycor	112.00
OVERHEAD DOOR COMPANY, IN	460484	Door Repair	346.92
PIPECO, INC.	S3924258.001	PVC Elbows	423.99
PIPECO, INC.	S3925497.001	Blade	5.28
Total WASTEWATER EXPENDITURES:			19,795.61
Total WASTEWATER FUND:			19,795.61
<b>WASTEWATER CAPITAL IMPROVE FND WASTEWATER CIP EXPENDITURES</b>			
<b>67-4350-7600 MACHINERY AND EQUIPMENT</b>			
COLUMBIA ELECTRIC SUPPLY	8819-578274	PO 20511 AC Drive	14,055.30
<b>67-4350-7800 CONSTRUCTION</b>			
S & C ASSOCIATES LLC	1759 - 1797	19-1063	115.00
Total WASTEWATER CIP EXPENDITURES:			14,170.30
Total WASTEWATER CAPITAL IMPROVE FND:			14,170.30
<b>DEVELOPMENT TRUST FUND DEVELOPMENT TRUST EXPENDITURES</b>			
<b>94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH</b>			
WHITE PETERSON	24892R 083120	PEG 24892R 083120	77.50
Total DEVELOPMENT TRUST EXPENDITURES:			77.50
Total DEVELOPMENT TRUST FUND:			77.50
Grand Totals:			362,744.63

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Vendor Name	Invoice Number	Description	Net Invoice Amount
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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

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City of Ketchum  
City Hall

September 29, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Authorize the Mayor to Sign  
a Land Permission Letter for Legends and Lore Marker**

Recommendation and Summary

Staff is recommending the Council provide authorization to the Mayor to sign a land permission letter for the Legends & Lore Marker.

**"I move to authorize Mayor Bradshaw to sign a land permission letter for the Legends & Lore Marker.**

The reasons for the recommendation are as follows:

- William G. Pomeroy Foundation is offering a grant to provide signage for local folklore.
- The Legends & Lore Marker will represent the arborglyphs located in nearby aspen groves.
- The grant application deadline is October 2.

Introduction and History

The William G. Pomeroy Foundation Grant is being submitted by Trailing of the Sheep Cultural Heritage Center. Individuals from The Community Library, who manage the Ski and Heritage Museum, have worked with Trailing of the Sheep and city staff to select a location for the sign in Forest Service Park and approve the language being placed on the sign. The selected location is next to the entrance of the main museum building at the park. The Ski and Heritage Museum will exhibit historical information on the Basque movement of sheep through the valley and the arborglyphs that were left behind by the herders and ranchers. There are various locations throughout the state where arborglyphs are found. Nearby, they are in the aspen groves at Fox Creek, Adams Gulch and on many other hiking trails leading from residential areas to forest land.

Analysis

The arborglyphs are carvings in the bark of aspen trees and are found throughout the Western United States. They were made by sheepherders, many who were Basque and Irish American. Markings include names, dates, hometowns, art, soccer teams, animals, fishing boats, poems, and churches or farmhouses from the Basque country. They are often found near campsites or rest stops where the herders would spend the hottest hours of the day. Herders often returned to the same places over the years and updated the trees they had signed. For the first carving, many used a Spanish or Basque spelling and a European date format. Later carvings were Americanized, showing that some herders changed the date format and how they spelled their names.

The Legends and Lore markers are 18" x 32" cast aluminum with a 7' aluminum pole. They allow 5 lines of text with 27 characters per line. The title and body of the marker will read:

#### THE ARBORGlyphS

The shepherd carvings  
in the bark of Aspen trees  
are living Idaho history  
and feature names, dates,  
art and poems.

#### Sustainability Impact

There is no sustainability impact.

#### Financial Requirement/Impact

There is no financial impact. The grant, if received, will cover the cost of the marker, pole and shipping. Trailing of the Sheep will cover all costs associated with the installation.

#### Attachments:

- Arborglyph Photo
- Letter of Support



City of Ketchum

September 29, 2020

William G. Pomeroy Foundation  
492 E. Brighton Avenue  
Syracuse., NY 13210

To Whom It May Concern:

The City of Ketchum is the owner of the property at 180 First Street East (Forest Service Park) in Ketchum, Idaho. The City grants permission to Trailing of the Sheep Cultural Heritage, LLC to install a Legends & Lore marker on this property in the event they receive funding from the William G. Pomeroy Foundation.

Sincerely,

Neil Bradshaw  
Mayor







City of Ketchum  
City Hall

September 29, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Adopt the COVID-19 Blaine County Risk Level Plan**

#### Recommendation and Summary

Staff is recommending the Council adopt the COVID-19 Blaine County Risk Level Plan.

**"I move to adopt the COVID-19 Blaine County Risk Level Plan."**

The reasons for the recommendation are as follows:

- The South Central Public Health District (SCPHD) developed a plan establishing criteria SCPHD will use to monitor COVID-19 disease trends and resources.
- SCPHD gives authority to local elected officials to implement their own measures, which may be more or less restrictive than those included in the SCPHD plan.
- Blaine County has developed a more stringent and pro-active plan than the SCPHD to keep our cases low.
- The plan provides information about current impacts. It does not impose any protective measures. The Council may use the information about risk to make decisions about imposing, maintaining or lifting health orders.

#### Introduction and History

In early September, Blaine County developed guidelines and are assessing risk based on the Harvard Global Health Institute guidelines. The COVID-19 Blaine County Risk Level Plan is a product of collaboration between SCPHD and Blaine County Medical Director Terry O'Connor, and his adaptive planning committee colleagues. Timely data regarding hospital capacity, COVID-19 cases and testing rates are compiled and then reconciled with local data for accuracy. This data is evaluated with the pattern of disease local providers are treating in the community.

#### Analysis

The key difference between the plans are the metrics. The Blaine County Plan measures daily cases per 100,000 residents on a 7-day rolling average\*, while the SCPHD Plan measures daily cases per 10,000 residents on a 14-day rolling average. A 7-day rolling average provides a more immediate sense of trends. Measuring cases per 100,000 establishes a lower threshold for reporting and decision making. Because Blaine County cases are lower than the rest of the Health District, the more pro-active plan will help encourage each jurisdiction to consider measures to protect the public sooner. A more distinct

plan takes into consideration Blaine County as a tourist destination with a highly transient population. The Blaine County risk assessment is updated each Thursday and can be accessed on the County's COVID-19 Dashboard and, upon City Council adoption, the City of Ketchum's COVID-19 webpage.

On Monday, September 28, individual Council members will meet with Fire Chief Bill McLaughlin, Blaine County Commissioner Angenie McLeary and South Central Health District Director Melody Bawyer. They will answer questions and further describe the differences in the plans.

The Blaine County Plan is supported by Blaine County School District, Senior Connection, St. Luke's Wood River, The Advocates, Sun Valley Economic Development, The Community School, City of Hailey, NAMI, The Hunger Coalition, Local Food Alliance, Sun Valley Institute, and other local organizations.

\*The metrics on the attached Blaine County Risk Level Plan show a 14-day rolling average. The purpose was to be aligned with the SCPHD plan when it was released to the public. Beginning Thursday, October 1, metrics will be based on a 7-day rolling average.

Sustainability Impact

There is no sustainability impact.

Financial Requirement/Impact

There is no financial requirement.

Attachments:

- Blaine County Risk Level Plan
- SCPHD Risk Level Plan



# COVID-19 BLAINE COUNTY RISK LEVEL PLAN

EFFECTIVE DATE: 9/1/2020

As Idaho's response to the COVID-19 pandemic transitions from a statewide response to a regional and local response, the following COVID-19 Blaine County Risk Level Plan was developed to help guide policy-making in Blaine County and the cities of Ketchum, Sun Valley, Hailey Bellevue, and Carey. In addition, this Blaine County Risk Level Plan will help guide local businesses and organizations in their operational decisions during the pandemic. Blaine County aims to mitigate the rapid spread of COVID-19 in order to protect the health and economic wellbeing of residents and visitors, and to prevent overwhelming first responders, the healthcare system, and personal protective equipment (PPE) supplies in our region.

The COVID-19 Blaine County Risk Level Plan is based on the Harvard Global Health Institute's recommendations and is more stringent than the South Central Public Health District's (SCPHD) COVID-19 Regional Risk Level Plan. Due to the fact that Blaine County cases are lower than the rest of the Health District, we have the opportunity to have a more pro-active plan and keep our cases low. Further, we recognize that Blaine County is unique from the rest of the Health District because we are a tourist destination and have a highly transient population. Therefore, Blaine County is not insular and needs a distinct plan that takes the nature of our community into consideration.

The Blaine County Risk Level Plan establishes the criteria Blaine County and cities of Ketchum, Sun Valley, Hailey, Bellevue, and Carey, and local businesses and organizations can use to monitor COVID-19 disease trends, resources, and risk level, and make appropriate decisions. The established criteria and related outputs are similar to those in the SCPHD Regional Risk Level Plan with some modifications.

Blaine County and the cities of Ketchum, Sun Valley, Hailey, Bellevue, and Carey, and local businesses and organizations will consult the South Central Public Health District for its expertise and guidance during the pandemic and will work closely with SCPHD as the local jurisdictions, businesses, and organizations implement the COVID-19 Blaine County Risk Level Plan and SCPHD implements the COVID-19 Regional Risk Level Plan. Local elected officials in Blaine County and cities have the authority to implement their own local plan and preventative measures, which may be more restrictive than those included in the SCPHD Regional Risk Level Plan to do what they deem necessary to protect the health of the residents they serve.

**THIS PLAN IS SUBJECT TO CHANGE AS MORE INFORMATION BECOMES AVAILABLE**

This plan will not be in effect indefinitely; however, it is not possible to determine an end date at this time. The risk assessment and mitigation strategies included in this plan will be in effect until a COVID-19 vaccine becomes available, treatment options for COVID-19 are readily available, other mitigating factors currently not known are identified, OR until the plan is modified.

## WHAT TO KNOW ABOUT BLAINE COUNTY'S COVID-19 RISK LEVELS:

- The risk levels are applied to the entire county
- Risk levels can increase or decrease
- In ALL risk levels, the preventive measures outlined in the Minimal Risk Level should be followed. ***Always prepare for the next risk level.***
- In addition to metrics determining exposure risk, local officials will closely monitor and may take into consideration for movement to a different risk level the following:
  - Input from hospital partners, South Central Public Health District, and Idaho Department of Health and Welfare
  - Trends in COVID-19 testing, including turn-around time of test results
  - Epidemiological investigation capacity
  - COVID-related hospitalizations and deaths
  - Syndromic surveillance of emergency department visits with COVID-like symptoms



RISK LEVEL	METRICS MONITORED	MITIGATION STRATEGIES
<p style="text-align: center;"><b>MINIMAL RISK</b></p>	<ol style="list-style-type: none"> <li>1. NEW DAILY CASES &lt; 1 PER 100,000 POPULATION (14 DAY ROLLING AVERAGE)</li> <li>AND</li> <li>2. COVID-19 TESTING POSITIVE RATE &lt; 1%</li> <li>AND</li> <li>3. REGIONAL HOSPITAL CAPACITY FOR CARE IS NORMAL</li> </ol>	<p>AT THE GREEN LEVEL, COMMUNITIES ARE ON TRACK FOR CONTAINMENT AS LONG AS THEY MAINTAIN ROUTINE LEVELS OF VIRAL TESTING (I.E., THIS IS NOT A REFERENCE TO ANTIBODY TESTING) AND CONTACT TRACING SUFFICIENT TO CONTROL SPIKES AND OUTBREAKS.</p> <p>BLAINE COUNTY IN PARTNERSHIP WITH SCPHD, LOCAL GOVERNMENTS, AND HEALTHCARE PARTNERS WILL EDUCATE, INFORM, AND SHARE COORDINATED MESSAGES WITH STAKEHOLDERS AND THE PUBLIC THROUGHOUT ALL LEVELS.</p> <p>REGARDLESS OF THE RISK LEVEL THROUGHOUT THE REMAINDER OF THE PANDEMIC, EVERYONE IS ENCOURAGED TO DO THE FOLLOWING:</p> <ul style="list-style-type: none"> <li>• Carefully monitor your health</li> <li>• Stay home if you are sick</li> <li>• Maintain physical distance of at least 6 feet from others (outside of immediate family) whenever possible</li> <li>• Wash hands frequently for at least 20 seconds or use hand sanitizer</li> <li>• Vulnerable populations (older adults, individuals with underlying health conditions) take extra precautions</li> <li>• Get a seasonal flu shot</li> <li>• Maintain a healthy life-style and take extra measures to increase overall health</li> </ul> <p>EVERYONE IS REQUIRED TO DO THE FOLLOWING:</p> <ul style="list-style-type: none"> <li>• Wear face coverings in public that fully cover the nose and mouth</li> </ul>
RISK LEVEL	METRICS MONITORED	MITIGATION STRATEGIES
<p style="text-align: center;"><b>MODERATE RISK</b></p>	<ol style="list-style-type: none"> <li>1. NEW DAILY CASES IS BETWEEN 1 to 10 PER 100,000 POPULATION (14 DAY ROLLING AVERAGE)</li> <li>AND/OR</li> <li>2. COVID-19 TESTING POSITIVE RATE IS BETWEEN 1% to 5%</li> <li>AND/OR</li> <li>3. REGIONAL HOSPITAL CAPACITY FOR CARE IS IMPACTED (MEDICAL SURGE CAPACITY STILL AVAILABLE) <ul style="list-style-type: none"> <li>• BED CAPACITY REACHES 80%</li> <li>• STAFFING AND RESOURCE SHORTAGES</li> </ul> </li> </ol>	<p>AT THE YELLOW LEVEL, THERE MAY BE SPORADIC IMPORTED CASES, AN UPTICK IN CLOSE CONTACT TRANSMISSION, OR ISOLATED CLUSTER OUTBREAKS. SCPHD <u>OR</u> COMMUNITIES MAY INSTITUTE SOME OR ALL OF THE FOLLOWING:</p> <ul style="list-style-type: none"> <li>• Increase education, information sharing, and messaging</li> <li>• Limit indoor mass gatherings (recommend 1 person per 64 sq. ft. of space) to 50 people if appropriate physical distancing can be maintained. Limit outdoor mass gatherings to 150 people.</li> <li>• Require face coverings in public settings</li> <li>• Extra precautions for vulnerable populations (older adults, individuals with underlying health conditions)</li> <li>• Teleworking where possible and feasible with business operations</li> <li>• Minimize non-essential travel</li> <li>• Strict policies for staff and visitors to avoid potential outbreaks in congregate living facilities (long-term care, nursing homes, correctional facilities, etc.)</li> <li>• Schools should implement strategies in response to these guidelines and those of <a href="#">Idaho Back to School Framework 2020</a></li> </ul>

RISK LEVEL	METRICS MONITORED	MITIGATION STRATEGIES
<p style="text-align: center;"><b>HIGH</b></p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>HIGH RISK</b></p>	<ol style="list-style-type: none"> <li>1. NEW CASES DAILY IS BETWEEN 10 to 25 PER 100,000 POPULATION (14 DAY ROLLING AVERAGE)</li> <p style="text-align: center;">AND/OR</p> <li>2. COVID-19 TESTING POSITIVE RATE IS BETWEEN 5 to 10%</li> <p style="text-align: center;">AND/OR</p> <li>3. REGIONAL HOSPITAL CAPACITY FOR CARE IS IMPACTED (MEDICAL SURGE CAPACITY STILL AVAILABLE) <ul style="list-style-type: none"> <li>• BED CAPACITY REACHES 85%</li> <li>• SIGNIFICANT STAFFING AND RESOURCE SHORTAGES</li> </ul> <p style="text-align: center;">AND/OR</p> </li> <li>4. SIGNIFICANT OUTBREAK(S) OCCURRING AT: <ul style="list-style-type: none"> <li>• Hospitals/Healthcare Providers/EMS</li> <li>• Critical Infrastructure Services (fire, law enforcement, utilities, solid waste etc.)</li> <li>• Congregate Living Facilities (assisted living facilities, nursing homes, correctional facilities)</li> <li>• Schools/institutions of higher learning</li> <li>• Mass gatherings/events that limit public health's ability to conduct contact tracing</li> </ul> </li> </ol>	<p><b>AT THE ORANGE LEVEL, COMMUNITY SPREAD HAS ACCELERATED. SCPHD OR COMMUNITIES MAY INSTITUTE SOME OR ALL OF THE FOLLOWING:</b></p> <ul style="list-style-type: none"> <li>• Increase education, information sharing, and messaging</li> <li>• Require use of face coverings</li> <li>• Limit of indoor mass gatherings (recommend 1 person per 64 sq. ft. of space) to 10 people if appropriate physical distancing can be maintained). Limit outdoor mass gatherings to 50 people.</li> <li>• Limit travel/visitors to the region as well as travel within the state to areas with high rates of spread (encourage 14-day self-quarantine)</li> <li>• Self-isolation of vulnerable populations (older adults, individuals with underlying health conditions)</li> <li>• Teleworking for those who are able</li> <li>• Extra precautions for employees of congregate living facilities (long-term care, nursing homes, correctional facilities, etc.) and close facility to visitors</li> <li>• Delivery/curb-side service for businesses, including food establishments</li> <li>• Closures of bars and nightclubs</li> <li>• Reduced occupancy in places of business and public buildings</li> <li>• Virtual services for place of worship where possible</li> <li>• Discontinuation of youth and adult sports/activities in which physical distancing is not possible</li> <li>• Industry-specific measures/restrictions/closures</li> <li>• Schools should implement strategies in response to these guidelines and those of the <a href="#">Idaho Back to School Framework 2020</a></li> </ul>
<p style="text-align: center;"><b>CRITICAL</b></p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>CRITICAL RISK</b></p>	<ol style="list-style-type: none"> <li>1. NEW CASES DAILY &gt; 25/100,000 POPULATION (14 DAY ROLLING AVERAGE)</li> <p style="text-align: center;">AND/OR</p> <li>2. COVID-19 TESTING POSITIVE RATE &gt; 10%</li> <p style="text-align: center;">AND/OR</p> <li>3. REGIONAL HOSPITAL CAPACITY FOR CARE IS SEVERLY IMPACTED (MEDICAL SURGE CAPACITY CANNOT BE MAINTAINED) <ul style="list-style-type: none"> <li>• BED AND ICU CAPACITY REACHES 90%</li> <li>• MAJOR STAFFING AND RESOURCE SHORTAGES</li> </ul> <p style="text-align: center;">AND/OR</p> </li> <li>4. CRISIS STANDARDS OF CARE IMPLEMENTED</li> </ol>	<p><b>AT THE RED LEVEL, COMMUNITIES HAVE REACHED A TIPPING POINT FOR UNCONTROLLED SPREAD AND CITIES, COUNTIES, AND/OR SCPHD MAY INSTITUTE ALL OR SOME OF THE FOLLOWING:</b></p> <ul style="list-style-type: none"> <li>• Stay-At-Home Order issued</li> <li>• Schools should implement strategies in response to these guidelines and those of <a href="#">Idaho Back to School Framework 2020</a></li> <li>• Require use of face coverings</li> <li>• No social gatherings</li> <li>• Business closures, including food establishment dining rooms and industry-specific restrictions</li> <li>• Continued closure of bars and nightclubs</li> <li>• Continued industry-specific measures/restrictions/closures</li> <li>• Prohibit visitation to long-term care facilities</li> <li>• Travel advisories as needed <ul style="list-style-type: none"> <li>• 14-day self-quarantine for people entering from an area inside or outside Idaho with widespread ongoing transmission</li> </ul> </li> </ul>

## DEFINITIONS

### CRISIS STANDARDS OF CARE:

Guidance to help guide ethical decision-making for how to triage medical care when it has to be rationed.

Plan can be found on the [Idaho Department of Health and Welfare's website](#).

### MEDICAL SURGE CAPACITY:

Medical surge capacity refers to the ability to evaluate and care for a markedly increased volume of patients—one that challenges or exceeds normal operating capacity. The surge requirements may extend beyond direct patient care to include such tasks as extensive laboratory studies or epidemiological investigations.

[Source](#)

## TIMELINE FOR MEASUREMENTS

Data to support the corresponding Health Risk Level and any related mitigation strategies will be posted each Thursday by 5 pm.

Health Risk Levels will be made on Thursdays based on the prior two weeks starting on a Sunday and ending on a Saturday. Movement from one risk level to a lesser risk level will occur at 14-day intervals (one incubation period for COVID-19), while advancement to a level of higher risk can occur at any time.

## MOVEMENT BETWEEN RISK LEVELS

Determinations to move to a more restrictive risk level may be made mid-stage if any of the criteria below are met:

- Crisis standards of care are implemented
- Senior leadership at a local hospital indicates that further increases in cases in the community will overwhelm local hospital capacity
- Reported cases exceed **> 25 daily new cases** per 100,000 people in a defined population (e.g., town, city, or county) or if new case rate adversely impacts SCPHD's ability to respond.

## REFERENCES

- [Key Metrics for COVID Suppression: A framework for policy makers and the public. July 1, 2020.](#)
- [Essential information for states and counties to publicly report](#)

## Supporting Partners



For any questions, call 208-788-5508



# COVID-19 REGIONAL RISK LEVEL PLAN

**EFFECTIVE DATE: 8/5/2020**

**AS IDAHO'S RESPONSE** to the COVID-19 pandemic transitions from a statewide response to a regional response, the following plan has been developed by South Central Public Health District (SCPHD). The plan is applicable to all counties within SCPHD's region: Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin Falls.

This document establishes the criteria SCPHD will use to monitor COVID-19 disease trends and resources. The established criteria and related outputs will inform the SCPHD Board of Health and guide decisions to assess risk levels and for moving between stages, placing or removing restrictions, or providing recommendations to local jurisdictions to place or remove restrictions.

South Central Public Health District aims to mitigate the rapid spread of COVID-19 in order to protect the health and wellbeing of residents in the district, and to prevent overwhelming first responders, the healthcare system, and personal protective equipment (PPE) supplies in our region. Idaho Code 39-414(2) outlines that Idaho's public health districts shall "do all things required for the preservation and protection of the public health and preventative health...." Furthermore, it is desire of the SCPHD Board of Health to minimize the impact to local economies as much as possible while still protecting public health.

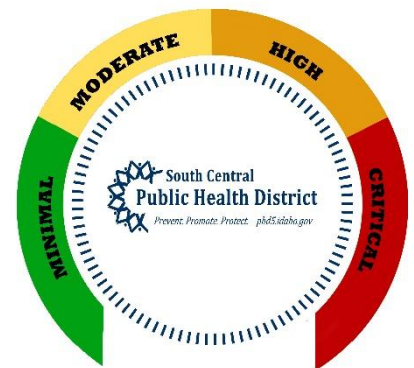
The SCPHD Board of Health and Director will be responsible for the implementation of this plan and will collaborate with local elected officials within the region. It is important to note that local elected officials have the authority to implement their own measures, which may be more OR less restrictive than those included in this plan, to do what they deem necessary to protect the health of the residents they serve.

**THIS PLAN IS SUBJECT TO CHANGE AS MORE INFORMATION BECOMES AVAILABLE**

This plan will not be in effect indefinitely; however, it is not possible to determine an end date at this time. The risk assessment and mitigation strategies included in this plan will be in effect until a COVID-19 vaccine becomes available, treatment options for COVID-19 are readily available, other mitigating factors currently not known are identified, OR until the plan is modified or rescinded by the Board of Health.

## WHAT TO KNOW ABOUT SCPHD'S COVID-19 RISK LEVELS:

- The risk levels may be applied at the town, city, county, geographic, or regional level.
- **Different areas of SCPHD's region may be at different risk levels.** Risk levels can increase or decrease.
- In ALL risk levels, the preventive measures outlined in the Minimal Risk Level should be followed. ***Always prepare for the next risk level.***
- In addition to metrics determining exposure risk, public health officials will closely monitor and may take into consideration for movement to a different risk level the following:
  - Input from hospital partners
  - Trends in COVID-19 testing, including positivity rate and turn-around time of test results
  - Supplies of Personal Protective Equipment (PPE) for healthcare providers/first responders
  - Epidemiological investigation capacity
  - COVID-related hospitalizations and deaths
  - Syndromic surveillance of emergency department visits with COVID-like symptoms



RISK LEVEL	METRICS MONITORED	MITIGATION STRATEGIES
<p style="text-align: center;"><b>MINIMAL RISK</b></p>	<ol style="list-style-type: none"> <li>NEW DAILY CASES &lt; 1 PER 10,000 POPULATION (FOURTEEN DAY ROLLING AVERAGE)</li> <li>COVID-19 TESTING POSITIVE RATE &lt; 5%</li> <li>HOSPITAL CAPACITY FOR CARE IS NORMAL</li> </ol>	<p>At the green level, communities are on track for containment as long as they maintain routine levels of viral testing (i.e., this is not a reference to antibody testing) and contact tracing sufficient to control spikes and outbreaks.</p> <p>SCPHD will educate, inform, and share messages with stakeholders and the public throughout all levels.</p> <p><b>REGARDLESS OF THE RISK LEVEL THROUGHOUT THE REMAINDER OF THE PANDEMIC, EVERYONE IS ENCOURAGED TO DO THE FOLLOWING:</b></p> <ul style="list-style-type: none"> <li>Stay home if you are sick</li> <li>Maintain physical distance of at least 6 feet from others (outside of immediate family) whenever possible</li> <li>Wear face coverings in public that fully cover the nose and mouth when physical distancing is not possible or is difficult to maintain</li> <li>Wash hands frequently for at least 20 seconds or use hand sanitizer</li> <li>Vulnerable populations (older adults, individuals with underlying health conditions) take extra precautions</li> <li>Carefully monitor your health</li> </ul>
RISK LEVEL	METRICS MONITORED	MITIGATION STRATEGIES
<p style="text-align: center;"><b>MODERATE RISK</b></p>	<ol style="list-style-type: none"> <li>NEW DAILY CASES IS BETWEEN 1 to 2.5 PER 10,000 POPULATION (FOURTEEN DAY ROLLING AVERAGE)</li> <li>COVID-19 TESTING POSITIVE RATE IS BETWEEN 5% to 10%  OR</li> <li>HOSPITAL CAPACITY FOR CARE IS IMPACTED (MEDICAL SURGE CAPACITY STILL AVAILABLE) <ul style="list-style-type: none"> <li>BED CAPACITY REACHES 80%</li> <li>STAFFING AND RESOURCE SHORTAGES</li> </ul> </li> </ol>	<p><b>AT YELLOW LEVELS, THERE MAY BE SPORADIC IMPORTED CASES, AN UPTICK IN CLOSE CONTACT TRANSMISSION, OR ISOLATED CLUSTER OUTBREAKS. SCPHD OR COMMUNITIES MAY INSTITUTE SOME OR ALL OF THE FOLLOWING:</b></p> <ul style="list-style-type: none"> <li>Increase education, information sharing, and messaging</li> <li>Limitations on mass gatherings (recommend 1 person per 64 sq. ft. of space) or limit to 150 people if appropriate physical distancing can be maintained</li> <li>Required face coverings in public settings</li> <li>Extra precautions for vulnerable populations (older adults, individuals with underlying health conditions)</li> <li>Teleworking where possible and feasible with business operations</li> <li>Minimize of non-essential travel</li> <li>Strict policies for staff and visitors to avoid potential outbreaks in congregate living facilities (long-term care, nursing homes, correctional facilities, etc.)</li> <li>Schools should implement strategies in response to these guidelines and those of <a href="#">Idaho Back to School Framework 2020</a></li> </ul>



RISK LEVEL	METRICS MONITORED	MITIGATION STRATEGIES
<p style="text-align: center;"><b>HIGH</b></p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>HIGH RISK</b></p>	<ol style="list-style-type: none"> <li>1. NEW CASES DAILY IS BETWEEN 2.5 to 5 PER 10,000 POPULATION (FOURTEEN DAY ROLLING AVERAGE)</li> <li>2. COVID-19 TESTING POSITIVE RATE IS BETWEEN 11% to 20%</li> </ol> <p style="text-align: center;">AND/OR</p> <ol style="list-style-type: none"> <li>3. HOSPITAL CAPACITY FOR CARE IS IMPACTED (MEDICAL SURGE CAPACITY STILL AVAILABLE) <ul style="list-style-type: none"> <li>• BED CAPACITY REACHES 85%</li> <li>• SIGNIFICANT STAFFING AND RESOURCE SHORTAGES</li> </ul> </li> </ol> <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> <li>4. SIGNIFICANT OUTBREAK(S) OCCURRING AT: <ul style="list-style-type: none"> <li>• Hospitals/Healthcare Providers/EMS</li> <li>• Critical Infrastructure Services (fire, law enforcement, utilities, solid waste etc.)</li> <li>• Congregate Living Facilities (assisted living facilities, nursing homes, correctional facilities)</li> <li>• Schools/institutions of higher learning</li> <li>• Mass gatherings/events that limit public health's ability to conduct contact tracing</li> </ul> </li> </ol>	<p><b>AT ORANGE LEVELS, COMMUNITY SPREAD HAS ACCELERATED. SCPHD OR COMMUNITIES MAY INSTITUTE SOME OR ALL OF THE FOLLOWING:</b></p> <ul style="list-style-type: none"> <li>• Increase education, information sharing, and messaging</li> <li>• Required use of face coverings</li> <li>• Limitations of mass gatherings (recommend 1 person per 64 sq. ft. of space) or limit to 50 people if appropriate physical distancing can be maintained</li> <li>• Limited travel/visitors to the region as well as travel within the state to areas with high rates of spread (encourage 14-day self-quarantine)</li> <li>• Self-isolation of vulnerable populations (older adults, individuals with underlying health conditions)</li> <li>• Teleworking for those who are able</li> <li>• Extra precautions for employees of congregate living facilities (long-term care, nursing homes, correctional facilities, etc.) and close facility to visitors</li> <li>• Delivery/curb-side service for businesses, including food establishments</li> <li>• Closures of bars and nightclubs</li> <li>• Reduced occupancy in places of business and public buildings</li> <li>• Virtual services for place of worship where possible</li> <li>• Discontinuation youth and adult sports/activities in which physical distancing is not possible</li> <li>• Industry-specific measures/restrictions/closures</li> <li>• Schools should implement strategies in response to these guidelines and those of the Idaho Back to School Framework 2020</li> </ul>
<p style="text-align: center;"><b>CRITICAL</b></p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>CRITICAL RISK</b></p>	<ol style="list-style-type: none"> <li>1. NEW CASES DAILY &gt; 5/10,000 POPULATION (FOURTEEN DAY ROLLING AVERAGE)</li> <li>2. COVID-19 TESTING POSITIVE RATE &gt; 20%</li> </ol> <p style="text-align: center;">AND/OR</p> <ol style="list-style-type: none"> <li>3. HOSPITAL CAPACITY FOR CARE IS SEVERLY IMPACTED (MEDICAL SURGE CAPACITY CANNOT BE MAINTAINED) <ul style="list-style-type: none"> <li>• BED AND ICU CAPACITY REACHES 90%</li> <li>• MAJOR STAFFING AND RESOURCE SHORTAGES</li> </ul> </li> </ol> <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> <li>4. CRISIS STANDARDS OF CARE IMPLEMENTED</li> </ol>	<p><b>At the red level, communities have reached a tipping point for uncontrolled spread and cities, counties, and/or SCPHD may institute all or some of the following:</b></p> <ul style="list-style-type: none"> <li>• Stay-At-Home Order issued</li> <li>• Schools should implement strategies in response to these guidelines and those of Idaho Back to School Framework 2020</li> <li>• Required use of face coverings</li> <li>• No mass gatherings</li> <li>• Business closures, including food establishment dining rooms and industry-specific restrictions</li> <li>• Continued closure of bars and nightclubs</li> <li>• Continued industry-specific measures/restrictions/closures</li> <li>• Prohibited visitation to long-term care facilities</li> <li>• Travel advisories as needed <ul style="list-style-type: none"> <li>▪ <b>14-day self-quarantine</b> for people entering from an area inside or outside Idaho with widespread ongoing transmission</li> </ul> </li> </ul>

## DEFINITIONS

### CRISIS STANDARDS OF CARE:

Guidance to help guide ethical decision-making for how to triage medical care when it has to be rationed.

Plan can be found on the [Idaho Department of Health and Welfare's website](#).

### MEDICAL SURGE CAPACITY:

Medical surge capacity refers to the ability to evaluate and care for a markedly increased volume of patients—one that challenges or exceeds normal operating capacity. The surge requirements may extend beyond direct patient care to include such tasks as extensive laboratory studies or epidemiological investigations.

[Source](#)

## TIMELINE FOR MEASUREMENTS

Data to support the corresponding Health Risk Level and any related mitigation strategies will be posted each Thursday by 5 pm.

Health Risk Levels will be made on Thursdays based on the prior two weeks starting on a Sunday and ending on a Saturday. Movement from one risk level to a lesser risk level will occur at 14-day intervals (one incubation period for COVID-19), while advancement to a level of higher risk can occur at any time.

## MOVEMENT BETWEEN RISK LEVELS

**Determinations to move to a more restrictive risk level may be made mid-stage if any of the criteria below are met:**

- Crisis standards of care are implemented
- Senior leadership at a local hospital indicates that further increases in cases in the community will overwhelm local hospital capacity
- Reported cases exceed **> 5 daily new cases** per 10,000 people in a defined population (e.g., town, city, or county) or if new case rate adversely impacts SCPHD's ability to respond.

## REFERENCES

- [Key Metrics for COVID Suppression: A framework for policy makers and the public. July 1, 2020.](#)
- [Essential information for states and counties to publicly report](#)



## City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

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

Recommendation and Summary

Staff is seeking direction from Council on encroachments associated with the undergrounding of power lines beginning at 7<sup>th</sup> St. and extending south of 8<sup>th</sup> St. in the alley west of Warm Springs Road and direction on funding a portion of the undergrounding work. This request was before the Council at the August 3, 2020 and September 8, 2020 meetings. At the last meeting, Council asked staff to explore eliminating the new pole proposed at the NW corner of 7<sup>th</sup> Street and the alley and shift the start of the undergrounding south of 7<sup>th</sup> Street. Staff has discussed this option with Idaho Power and information is provided below.

New Information

At the last meeting, Council requested staff explore the concept of eliminating the proposed new 45 foot high pole located at the NW corner of 7<sup>th</sup> Street and the alley and shift the beginning of the undergrounding south to the existing pole located at the SW corner of the 7<sup>th</sup> Street and alley. This would eliminate the need for the new pole.

Staff discussed the concept with Idaho Power and determined the existing pole at the SW corner cannot be used because it will require a downguy wire to extend 30 feet north of the existing pole into the 7<sup>th</sup> Street. However, staff did discuss an alternative with Idaho Power. The alternative would be to remove the existing SW pole and install a new pole further south along the alley to accommodate the downguy wire. This option would eliminate the new pole at the NW corner, eliminate the existing pole at the SW corner and include installation of a new 45 foot high pole south of 7<sup>th</sup> Street in the alley. The alternative is beneficial in several ways.

- The new location will not interfere with the operations of Moss Garden Center, the pole and downguy will be placed away from the gate.
- The proposed location is within an unimproved alley with a low likelihood of redevelopment in the near future.
- The new location will eliminate the proposed new pole at the NW corner that would impact alley maintenance and access. As properties on Warm Springs Road adjacent to the alley redevelop, access to the properties will occur from the alley. This is because access from Warm Springs Road is not feasible due to the slope of the street. Property owners have inquired with the Planning and Building Department about redeveloping their properties.
- The existing pole located at the SW corner will be removed. This pole is located in the sidewalk and impedes pedestrian movement.

Idaho Power has indicated the additional cost for this modification is \$40,000 and will require an exception to the City's limitations on digging in the right of way. Staff is supportive of granting a waiver to the dig limitations. There are sufficient funds in the budget to cover the additional undergrounding costs.

Council has several options:

- Provide additional funding to remove the existing pole at the SW corner and install a new 45 foot high pole south of 7<sup>th</sup> Street so that the start of the undergrounding occurs further south in the alley adjacent to Moss Garden Center.
- Approve the 2 new 45-foot high poles to be located in the right of way as originally proposed along with the underground infrastructure.
- Not allow any above grade infrastructure to be placed in the city right of way. All above grade infrastructure should be located on private property or underground. Only allow underground infrastructure to be placed in the city right of way.
- Consider if the city contribution should be reduced or remain the same.

Once the Council has determined the approach to take, the following motion is recommended:

"I move to authorize the Mayor to sign Encroachment Agreement 20494 with Idaho Power and funding as determined at the September 21, 2020 Council meeting.

#### Background

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

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

City Funding: \$30,319

KURA Funding (Max): \$24,000

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

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

#### Financial Impact

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

Attachments:

Attachment A: Encroachment Agreement 20494

**WHEN RECORDED, PLEASE RETURN TO:**

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

---

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20494**

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

*RECITALS*

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

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

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

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

*TERMS AND CONDITIONS*

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

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

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

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed

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

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

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

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

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

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

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

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

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

13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in

the future (“Franchise Agreement”), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

STATE OF \_\_\_\_\_,    )  
  ) ss.  
County of \_\_\_\_\_.         )

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

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF IDAHO    )  
  ) ss.  
County of Blaine    )

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

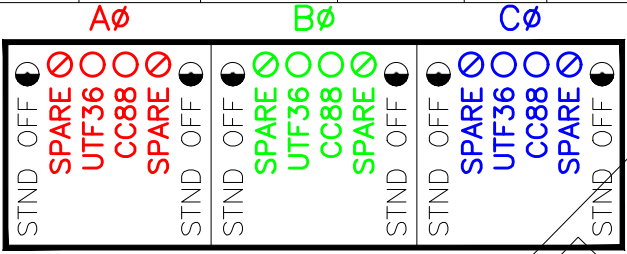
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_



**EXHIBIT "A"**

UNDERGROUND CABLE NOTES										
POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH
1	EX SPARE	X32				-	DDB4	4	215	-
1	X32	X50	DCP1K3	1100-3	415	335	DDB6	6	335	SLURRY
3	AC44	PRI STUB				20	DDB2	2	20	SLURRY
3	CC66	AC44	DCP10	1/0 A	225	210	DDB2	2	210	-
3	AC44	SECD STUB					DDB3S	3	60	
4	AC44	AC44A	D3SC35	350TxS	120	110	DDB3S	3	110	-
5	AC44	#791	D3SC35	350TxS	95	65	DDB3S	3	65	SLURRY
6	AC44	#731	D3SC35	350TxS	50	20	DDB3S	3	20	-
7	AC44	#271	D3SC35	350TxS	115	75	DDB3S	3	75	SLURRY



CC66

**EASEMENT REQUIRED**

Date Obtained: \_\_\_\_\_  
 To be Obtained: \_\_\_\_\_  
 From \_\_\_\_\_



**\*\*TRANSFORMER AC44 MAY SHIFT TO SIT ON PROPERTY. WILL DEPEND ON EASEMENT. EASEMENT MUST BE COMPLETE PRIOR TO CONSTRUCTION SCHEDULING.\*\***

No Avian Protection Restriction

NEW 45'CL4 POLE TO RELOCATE T29 TO AND DOWNGUYS TO HOLD TENSION.

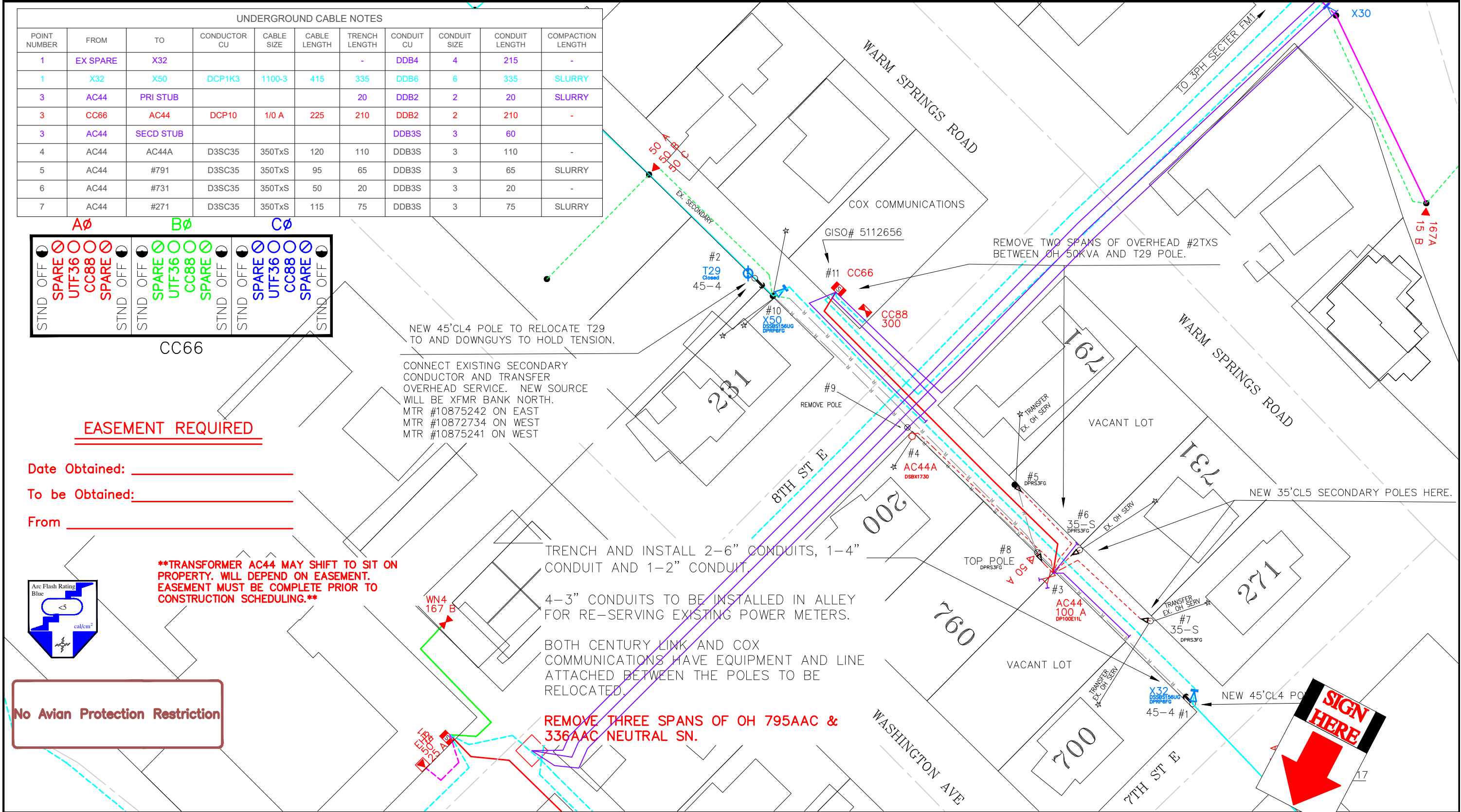
CONNECT EXISTING SECONDARY CONDUCTOR AND TRANSFER OVERHEAD SERVICE. NEW SOURCE WILL BE XFMR BANK NORTH. MTR #10875242 ON EAST MTR #10872734 ON WEST MTR #10875241 ON WEST

TRENCH AND INSTALL 2-6" CONDUITS, 1-4" CONDUIT AND 1-2" CONDUIT.

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

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

REMOVE THREE SPANS OF OH 795AAC & 336AAC NEUTRAL SN.



Job Title: <b>CASTELLANO RESIDENCE-760 N WASHINGTON AVE/KETCOH TO UG RELC</b>		Feeder Map File Name: <b>KCHM1401</b>		Surveyed or GPS: <b>GPS</b>		FDR By: ----		Designer: <b>CDC0468</b>	
Additional Description: <b>RELOCATE EXISTING OVERHEAD DISTRIBUTION FACILITIES TO UNDERGROUND</b>		Qua 1 Twn 04N Rng 17E Sec 13 BM		Joint Use Attachment: <b>YES</b>		Date: ----		Design No: <b>0000133452</b>	
Additional Description: <b>DISTRIBUTION FACILITIES.</b>		State ID County Blaine		Pre-Built Date: ----		ArcFM By: ----		Work Order No: <b>27549457</b>	
				Construction Date: ----		Date: ----			
				Operating Voltage: <b>12.5 kV</b>					



## City of Ketchum

September 29, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Contract 20524 with Electric One for installation of a high intensity activated crosswalk (HAWK) signal at the corner of Main Street and Fourth Street**

#### Recommendation and Summary

Staff is recommending the council approve contract 20524 and adopt the following motion:

**"I move to authorize the Mayor to sign Contract 20524 for \$123,675 with a contingency of \$12,000 for a total project amount not to exceed \$135,675. Of the total project budget, \$20,000 would be funded by the city from the sidewalk and street safety repair account and the remainder funded from the Ketchum URA."**

The reasons for the recommendation are as follows:

- The Fourth Street corridor is key pedestrian and bicycle corridor in Ketchum and crossing Main Street is difficult.
- The KURA is committed to improving pedestrian accessibility within the KURA district and authorized funding for installation of a HAWK signal.
- The HAWK signal will significantly improve pedestrian and bicycle crossing at the intersection.

#### Introduction and History

The KURA approved funding for the installation of a HAWK signal at the corner of Main Street and Fourth Street. This signal will significantly improve pedestrian and bicycle safety when crossing Main Street. Examples of HAWK signals are shown in Attachment A.

Because the HAWK signal will synchronize with the signal at Main Street and Sun Valley Road, ITD has agreed to fund the conversion of the Main Street/Sun Valley Road signal into a "scramble" configuration. A scramble stops traffic in all directions so the pedestrian can cross in any direction. This is the preferred and most pedestrian friendly method for crossing intersections such as Main Street and Sun Valley Road.

#### Analysis

Should the Council approve the proposed contract, the schedule for implementation is outlined in Attachment B.

Installation proposals were requested from six companies. Three declined to submit a proposal, one indicated they would submit and did not and two proposals were received. One proposal was for \$236,100 and the other was for \$123,675. A similar signal was installed in Nampa Idaho and the installation cost was \$117,441. The following represents the companies contacted for a proposal (Attachment C):

- Electronic One – received - \$123,675
- Wheeler Electric – received – \$236,100
- CNR – Committed to provide bid, called multiple times, no bid provided
- Quality Electric – declined to bid, provided costs for similar project - \$117,441 (Project was in Nampa so mobilization cost would be higher for Ketchum)
- Simon’s Electric – declined
- Complete Electric – declined

#### Sustainability

A HAWK signal will provide a safe and accessible crossing for pedestrians and bicyclists at the intersection. Improving safety and access for alternative modes of transportation is a key initiative of the City.

#### Financial Impact

Funding for this contract and other expenses for the project will be provided by the KURA with a City cost share as described above, if approved.

#### Attachments

- Attachment A: Examples of HAWK signals
- Attachment B: Implementation Schedule
- Attachment C: Proposed Bids
- Attachment D: Contract 20524



<b>Preliminary HAWK Schedule</b>	
<b>Date</b>	<b>Milestone</b>
June 23, 2020	Execute Purchase Order and order equipment
September 21, 2020	KURA discussion and potential approval of contractor
September 29, 2020	City Council approval of contractor agreement
October 1, 2020	Submit encroachment agreement to ITD
October 5, 2020	Public Outreach and Information begins
October 12, 2020	Construction begins
November 1, 2020	Earthwork completed
November 3, 2020	Equipment delivery
November 13, 2020	Construction complete

**Construction Schedule of Values**

**AIA DOCUMENT G703**

AIA DOCUMENT G703 • CONTINUATION SHEET • FACSIMILE

APPLICATION NO.: 1  
 INVOICE NO.:  
 PROJECT NO.:  
 APPLICATION DATE:  
 PERIOD TO: 1

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column 1 and Contracts where variable retainage for line items may apply.

A	B	C1	C2	C3	D	E	F	G	H	I	
COST CODE	DESCRIPTION	BUDGET	CHANGE ORDERS	TOTAL BUDGET	WORK IN PLACE		STORED MATERIAL	TOTAL TO DATE	% OF COMP.	BALANCE TO COMPLETE	RETAINAGE
					PREVIOUS	CURRENT					
<b>4th Street HAWK</b>											
	4th Street HAWK Equipment	\$21,800.00		\$21,800.00	\$21,800.00			\$21,800.00	100.0%	\$0.00	
	4th Street Radios (1)	\$3,500.00		\$3,500.00		\$3,500.00		\$3,500.00	100.0%	\$0.00	
	4th Street Sign for Mast Arms	\$1,000.00		\$1,000.00				\$0.00	0.0%	\$1,000.00	
	4th Street Powder Coating (2x)	\$1,466.00		\$1,466.00		\$1,466.00		\$1,466.00	100.0%	\$0.00	
	Main Street Equipment	\$1,920.00		\$1,920.00	\$1,920.00			\$1,920.00	100.0%	\$0.00	
	4th Street Poles - Misc work, cutting capping	\$1,858.83		\$1,858.83	\$1,858.83			\$1,858.83	100.0%	\$0.00	
	Construction - ElectricOne - TBD	\$123,705.00		\$123,705.00				\$0.00	0.0%	\$123,705.00	
	Traffic Control	\$5,800.00		\$5,800.00				\$0.00	0.0%	\$5,800.00	
	Landscape repair	\$8,242.00		\$8,242.00				\$0.00	0.0%	\$8,242.00	
	Striping	\$500.00		\$500.00				\$0.00	0.0%	\$500.00	
	Construction Contingency (10%) - TBD	\$13,824.70		\$13,824.70				\$0.00	0.0%	\$13,824.70	
	<b>Subtotal</b>	\$183,617	\$0.00	\$183,617	\$25,578.83	\$4,966.00	\$0.00	\$30,544.83	16.6%	\$153,071.70	\$0.00
<b>TOTAL CONSTRUCTION</b>		<b>\$183,617</b>	<b>\$0.00</b>	<b>\$183,617</b>	<b>\$25,578.83</b>	<b>\$4,966.00</b>	<b>\$0.00</b>	<b>\$30,544.83</b>	<b>16.6%</b>	<b>\$153,072</b>	<b>\$0.00</b>

**ITD provided equipment**

	4th Street Poles and Mast Arms (2x)	\$12,859.00									
	4th Street Light Extensions	\$2,000.00									
	4th Street Light Mast Arms	\$400.00									
	<b>Subtotal</b>	\$15,259									

**City of Ketchum 4th Steet HAWK**





268 Victory Ave  
Twin Falls, Idaho 83301

Hi Sherri,

Below I have broken out what I feel to be the key areas of the HAWK Signal that I quoted to you. I hope this helps.

-Underground Work to include excavation, pipe work, concrete forming and pouring, backfill with guaranteed compaction to subgrade for sidewalk, rebar (material and installation) anchor bolts (material and installation), all equipment including excavator, backhoe, and line truck.

**\$68,918.00**

Overhead Work to include steel preparation and erection, installing and terminating wires, cables, and signal equipment and controller. Overhead work to include signs (diamond grade with bracketry furnished and installed). Overhead work includes equipment necessary to install signal poles, arms, heads and signs such as a bucket truck, scissor lift, and line truck. E1 will coordinate with Econolite for programming and testing.

**\$40,516.00**

Directional Boring to include excavating start/catch holes, directional bore, 2" pipe installation, and pot-hole repair where needed.

**\$11,061.00**

~~Ped Scramble to include the drilling and tapping required for head installation, pulling and terminating signal cabling, incidental materials for complete install of 4 new heads. E1 will coordinate with Econolite for programming and testing.~~

~~**\$6,180.00**~~

Wireless Interconnect to include installation of supplied materials, determining what system is needed, and coordination with Econolite for aiming the units and testing. Price includes bucket truck.

**\$2,020.00**

Electrical Permit

**\$1,160.00**

**Total: ~~\$129,855.00~~ \$123,675**

Adam York

[adamy@e1west.com](mailto:adamy@e1west.com)

Electric 1 West

Phone: 208-735-9578 Fax: 208-735-9572





# Wheeler ELECTRIC, INC.

DEDICATED TO EXCELLENCE SINCE 1962

469 W. 16<sup>th</sup> Street  
Idaho Falls, ID 83402

**OFFICE:** 208-522-1906

**FAX:** 208-522-5927

[www.wheelerelectric.com](http://www.wheelerelectric.com)

September 8, 2020

## S&C ASSOCIATES

Attn: Sherri Newland

Phone: 208.861.7593

Email: [snewland@sandcassociates.com](mailto:snewland@sandcassociates.com)

### 4<sup>TH</sup> STREET HAWK SIGNAL KETCHUM, IDAHO

ELECTRICAL WORK COMPLETE -

\$ 236,100.00

- ❖ We **are including** the following:
  - Install owner furnished material for new HAWK signal, including poles, mast arms and signal equipment.
  - Provide and install foundations and for new poles.
  - Bore conduit underground for new push button on light pole.
  - Re-configure power for new signals and connect existing light pole to the same circuit.
  
- ❖ We **are excluding** the following:
  - All owner provided items listed and not listed above.
  - Permit fees and use taxes.

No specifications were provided for this proposal. Ordered material will need to be specified and may result in extra cost.

**Thank you for the opportunity to provide this proposal.**

*Cody Wheeler*

[codyw@wheelerelectric.com](mailto:codyw@wheelerelectric.com)

Proposal valid for 30 days.

\*Failure by Wheeler Electric, Inc. to specifically exclude any particular item shall not be interpreted as an inclusion of that item in the SOW. Anything not covered in the scope of work will be addressed as a change order.

Wheeler Electric, Inc.

IDAHO LICENSE # C-1950 ♦ IDAHO DPW LICENSE # 12483-U-4

*An equal employment opportunity employer*

# CITY OF KETCHUM CONTRACT 20524

This Contract is by and between City of Ketchum (Owner) and Electric 1 West (Contractor).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. 4<sup>th</sup> Street HAWK Signal installation.
  - 2. The Site of the Work includes property located within the downtown area of Ketchum, Idaho.

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

### 2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
  - 1. HAWK Signal Quote

2. This Contract.
3. Performance bond.
4. Payment bond.
5. Project Location and Photographs
6. Standard Specifications
7. Standard Drawings
8. Addenda
9. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - a. Work Change Directives
  - b. Change Orders
  - c. Field Orders

### **ARTICLE 3 - ENGINEER**

#### **3.01 Engineer**

- A. The Owner's Project Manager and Engineer will be Owner's representative during the construction period

### **ARTICLE 4 - CONTRACT TIMES**

#### **4.01 Contract Times**

- A. The Work will be substantially completed on or before November 13, 2020 and completed and ready for final payment on or before November 27, 2018.

#### **4.02 Liquidated Damages**

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100.00 for each day that expires after the Contract Time for substantial completion.

#### **4.03 Delays in Contractor's Progress**

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following prices for each unit of Work completed:

Item No.	Description	Unit	Extended Price
1.	Underground Work	LS	\$68,918.00
2.	Overhead Work	LS	\$40,516.00
3.	Directional Boring	LS	\$11,061.00
4.	Wireless Interconnect	LS	\$2,020.00
5.	Electrical Permit	LS	\$1,160.00
<b>\$ 123,675.00</b>			

Payment will be made on percent of actual Work completed.

**ARTICLE 6 - BONDS AND INSURANCE**

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

## 6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
  - State: Statutory.
  - Federal (if any applicable): Statutory
  - Employer's Liability or "Stop-Gap": \$1,000,000

Contractor's Liability Insurance shall provide the following minimum limits and conditions:

- General Aggregate \$2,000,000.
- Products-Completed Operations Aggregate \$1,000,000.
- Personal Accident Injury (per person/organization with employment exclusion deleted) \$1,000,000.
- Each Occurrence (bodily injury and property damage) \$1,000,000.
- Fire Damage (any one fire) \$1,000,000.
- Medical Expenses (any one person) \$5,000.

Automobile Liability shall provide for the following for owned, non-owned, rented, or hired vehicles:

- Combined Single Limit (bodily injury and property damage) \$1,000,000

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;
3. Broad form property damage coverage; and

4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
  1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

## **ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**

### **7.01 Supervision and Superintendence**

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.
- 7.02 Other Work at the Site
- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- 7.03 Services, Materials, and Equipment
- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
  - B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 7.04 Subcontractors and Suppliers
- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- 7.05 Quality Management
- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.
- 7.06 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
  - B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 7.07 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
  - B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

#### 7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

#### 7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.



- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

#### 7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

#### 7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

## **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

### **8.01 Owner's Responsibilities**

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

### **9.01 Engineer's Status**

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the

safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10 - CHANGES IN THE WORK**

### 10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### 10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

### 11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
  - 1. Review the subsurface or physical condition in question;

2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
  3. Determine whether the condition falls within the differing site condition as stated herein;
  4. Obtain any pertinent cost or schedule information from Contractor;
  5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
  6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 Tests and Inspections**

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

#### 13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

### **ARTICLE 14 - PAYMENTS TO CONTRACTOR**

#### 14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

#### 14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

#### 14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

#### 14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons

for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;
  3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  4. A list of all disputes that Contractor believes are unsettled; and
  5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

**ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the

Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

#### 15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

### **ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS**

#### 16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-



related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

- a. The cost, progress, and performance of the Work;
  - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
  - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17 - MISCELLANEOUS**

### **17.01 Cumulative Remedies**

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **17.02 Limitation of Damages**

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### **17.03 No Waiver**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

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

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

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

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

Address for giving notices:

Address for giving notices:

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

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

License No.: \_\_\_\_\_



## City of Ketchum

September 29, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Hold Public Hearing and Adopt Ordinance No. 1211  
Amending The FY 19-20 Annual Appropriations Ordinance  
By Appropriating Additional Monies and Specifying Authorized Activities**

### Recommendation and Summary

Staff is respectfully recommending that the Ketchum City Council hold a public hearing on amendment of the FY 20 budget, conduct the third reading by title only, and adopt the amended Annual Appropriation Ordinance No. 1211 with the following two motions:

*1<sup>ST</sup> Motion: Pursuant to Idaho Code 50-902, I move to waive the first and second readings of Ordinance No. 1211 and read by title only.*

*2<sup>nd</sup> Motion "I MOVE TO ADOPT, AND READ BY TITLE ONLY, ORDINANCE NO. 1211, AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1203, AS PREVIOUSLY AMENDED BY ORDINANCE 1210, APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM AND PROVIDING AN EFFECTIVE DATE.*

The reasons for the recommendation are as follows:

- Certain development projects in the City of Ketchum require performance guarantees.
- Several large projects have achieved the performance requirements and are eligible to receive a refund of their performance guarantee.
- State statute establishes requirements for amending the budget in Section 50-1003.

### Introduction and History

Per Idaho Code 50-1003, the City Council of each city shall, prior to the commencement of each fiscal year, pass an Ordinance to be termed the Annual Appropriation Ordinance. The City Council of any city may, by the same procedure as used in adopting the original appropriation ordinance at any time during the current fiscal year, amend the appropriation ordinance as a result of an increase in revenues from any source other than ad valorem tax revenue.

On September 11, 2019, the Council adopted Ordinance 1203 entitled the Annual Appropriation Ordinance for the Fiscal Year ending September 30, 2020. The Council additionally adopted Ordinance 1210 amending Ordinance 1203 on August 17, 2020.

### Analysis

The City of Ketchum requires certain development projects to place a deposit of funds with the City as a guarantee of satisfactory performance by the developer; these funds are held in the Development Trust Fund.

The funds are used to ensure the work is completed in accordance with City requirements and returned upon achievement of that goal or used to fund City performance of that goal.

In FY 20, a large number of projects have achieved satisfactory completion and are eligible for the release of funds. The release of funds exceeds the originally budgeted amount requiring an amendment to the Development Trust Fund budget.

Financial Impact

The funds for the adjustment exist in the development trust fund.

Attachments

- Attachment A: Ordinance 1211

**ORDINANCE NO. 1211**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1203, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020, AS PREVIOUSLY AMENDED BY ORDINANCE 1210; APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO; AND, PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Ordinance Number 1203, the Annual Appropriation Ordinance for the City of Ketchum, Idaho, as previously amended by Ordinance Number 1210, for the fiscal year commencing October 1, 2019, and ending September 30, 2020, be hereby amended as follows:

**EXPENSES**

<b>FUND</b>	<b>APPROVED FY 19-20</b>	<b>AMENDED FY 19-20</b>	<b>ADJUSTMENT</b>
<b>DEVELOPMENT TRUST FUND</b>	<b>150,000</b>	<b>225,000</b>	<b>75,000</b>
		<b>TOTAL</b>	<b>75,000</b>

That the additional sum be appropriated out of the revenues received from:

**REVENUES**

<b>FUND</b>	<b>APPROVED FY 19-20</b>	<b>AMENDED FY 19-20</b>	<b>ADJUSTMENT</b>
<b>DEVELOPMENT TRUST FUND</b>	<b>150,000</b>	<b>225,000</b>	<b>75,000</b>
		<b>TOTAL</b>	<b>75,000</b>

SECTION 2. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Ketchum, Idaho, this 29<sup>th</sup> day of September 2020.

\_\_\_\_\_  
NEIL BRADSHAW  
Mayor

ATTEST:

\_\_\_\_\_  
Robin Crotty  
City Clerk

Publish: Idaho Mountain Express  
September 30, 2020



## City of Ketchum

September 29, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Adopt Emergency Ordinance 1212**

#### Recommendation and Summary

It is recommended the City Council make the following motions:

1. I move to waive the first and second reading of Emergency Ordinance 1212.
2. I move to adopt Emergency Ordinance 1212 and read by title only.

The reasons for the recommendation are as follows:

- Emergency Ordinance 1207 was adopted by the Council on March 23, 2020, providing the Mayor and City Council with the legal authority to take action if the City Council deems it is necessary.
- Ordinance 1207 was adopted with a clause providing for its sunset after 182 days. Proposed Ordinance 1212 removes the sunset date and enables the City to adopt certain orders moving forward.

#### Analysis

The ability for the City to adopt and implement measures to protect the health and safety of individuals on an on-going basis in Ketchum during the COVID-19 health emergency is limited without adoption of the proposed ordinance which revises Ordinance 1207 that was passed on March 23, 2020. The proposed ordinance eliminates the sunset date for the previously adopted Ordinance 1207.

Any order issued pursuant to the ordinance would require a public meeting before the City Council approves the order. In addition to providing for the approval of health orders, the ordinance also removes the clause limiting the duration of public health orders issued pursuant to the ordinance. Additionally, the proposed ordinance preserves the ability of the Mayor to cancel meetings and extend processing timelines and deadlines for development permits.

As proposed, the ordinance would go into effect immediately upon passage and posting.

#### Sustainability

The recommendation does not impact the goals of the Ketchum Sustainability Plan.

#### Financial Impact

There is no financial impact from the proposed ordinance.

#### Attachments

Attachment A: Emergency Ordinance 1212

Attachment B: Redline of Ordinance 1212

**ORDINANCE 1212**

**AN EMERGENCY ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY IDAHO, ESTABLISHING EMERGENCY POWERS; SETTING FORTH THE AUTHORITY, PURPOSE, INTENT, AND SCOPE; SETTING DEFINITIONS; DESCRIBING PUBLIC HEALTH EMERGENCY ORDERS; ESTABLISHING PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS; PROVIDING FOR SUSPENSION OF CERTAIN SERVICES, ORDINANCES, AND POLICIES; ESTABLISHING PENALTIES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING FOR EMERGENCY POSTING, AN EFFECTIVE DATE, AND A SUNSET DATE.**

**WHEREAS**, on March 11, 2020, the World Health Organization declared the worldwide outbreak of COVID-19 (aka coronavirus) a pandemic; and

**WHEREAS**, on March 13, 2020, the President of the United States issued an emergency declaration for the country in response to the increasing number of COVID-19 cases within the U.S.; and

**WHEREAS**, on March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho; and

**WHEREAS**, on March 18, 2020 the Mayor of Ketchum signed a declaration of emergency in response to the COVID-19 threat; and

**WHEREAS**, under Idaho Code section 50-304, the City Council is authorized to pass all ordinances and make all regulations necessary to preserve the public health, prevent the introduction of contagious diseases into the city, and to make quarantine laws for that purpose and enforce the same within five (5) miles of Ketchum city limits, any health or quarantine ordinance and regulation thereof; and

**WHEREAS**, under Idaho Code section 50-606, the Mayor shall have such jurisdiction as may be vested by ordinance over all places within five (5) miles of the corporate limits of the city, for the enforcement of any health or quarantine ordinance and regulation thereof; and

**WHEREAS**, in order to effectively preserve the health and safety of the public, the Mayor is granted the emergency powers contained within this ordinance.

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

**SECTION 1. EMERGENCY POWERS.**

This Ordinance shall be known and designated as the Ketchum Emergency Powers Ordinance,



and shall be considered as a temporary emergency ordinance.

**SECTION 2: LEGAL AUTHORITY.**

Idaho Code sections 50-304 and 50-606 authorize the City to pass ordinances granting certain powers to the Mayor and City Council related to public health emergencies.

**SECTION 3 PURPOSE AND INTENT.**

The City finds that the preservation of public health, safety, and welfare may require immediate action by the City in response to emergency situations. Therefore, the City hereby authorizes the Mayor and City Council certain powers for immediate response to foreseeable, imminent, or present public health emergencies.

**SECTION 4 SCOPE.**

This Ordinance sets forth the procedures for activating the emergency powers of the Mayor and City Council during a public health emergency.

**SECTION 5 DEFINITIONS.**

- A. PUBLIC HEALTH EMERGENCY: The foreseeable, imminent, or present threat of any pathogen, agent, vector, or environmental condition, including hazardous materials, which does or may cause illness or injury to humans.
- B. PUBLIC HEALTH EMERGENCY ORDER: An advisory, social distancing, isolation, or quarantine order enacted by the Mayor and/or City Council.
- C. ISOLATION: The separation of infected persons, or of persons suspected to be infected, from other persons to such places, under such conditions, and for such time as will prevent transmission of the infectious agent.
- D. QUARANTINE: The restriction placed on the entrance to and exit from the place of premises where an infectious agent or hazardous material exists.
- E. SOCIAL DISTANCING: Actions taken to maintain distance from other people, including avoiding or canceling congregate settings and mass gatherings.

**SECTION 6 PUBLIC HEALTH EMERGENCY ORDERS.**

The Mayor and City Council may issue the following orders, as deemed appropriate by the Mayor and/or City Council

- A. **Advisory Order.** Where a public health emergency is foreseeable or imminent, the City may enact an advisory order, which order may provide information and recommended guidelines for preventing, detecting, and/or mitigating the onset or spread of a public health hazard.

**B. Social Distancing Order.** Where a public health emergency is imminent, the Mayor may, following approval by the City Council or summarily when necessary, enact a social distancing order, which order may establish any or all of the following:

1. Appropriate restrictions regarding the operation or occurrence of planned or foreseeable commercial, recreational, or expressive gatherings or events.
2. Restrictions on travel through or visitation within the community.
3. Postponement or cancellation of public meetings and hearings.
4. A limit on the number of persons who may gather in one location and may apply to indoor or outdoor venues.
5. Suspension of businesses or visitor lodging accommodations.
6. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.
7. A social distancing order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order.

**C. Isolation Order.** Where a public health emergency is present, and poses a clear threat of harm to the public health, the Mayor may, following approval by the City Council or summarily when necessary, enact an isolation order, which order may establish any or all of the following:

1. A directive that infected and/or exposed individuals isolate themselves from other persons.
2. Geographical areas of restricted or prohibited access.
3. Other measures necessary to avoid, address, or mitigate an imminent public health hazard.
4. The scope and manner of delivery of services, materials, or supplies to be provided by the City, if any.
5. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.
6. An isolation order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. An isolation order shall be effective only when and for so long as the public health emergency is present, and when no less restrictive alternative exists. Any person shall

be entitled to appeal an isolation order or to request a modification of any provision of such order by filing a written appeal with the City Clerk. Such appeal shall be heard by City Council at their next meeting, or, if no meeting is scheduled during the term of the isolation order, the Fire Chief or designee shall review such appeal and issue a written decision. The Fire Chief's decision shall be final.

**D. Quarantine Order.** Where a health emergency is present and poses a clear threat of harm to the public health, the Mayor may, following approval by the City Council or summarily when necessary, enact a quarantine order, which order may establish any or all of the following:

1. A directive that infected and/or exposed individuals isolate themselves from other persons.
2. Geographical or other areas of restricted or prohibited access.
3. Other measures necessary to avoid, address, or mitigate an imminent public health hazard.
4. The scope and manner of delivery of services, materials, or supplies to be provided by the City, if any.
5. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.
6. Conditions of the quarantine.
7. A quarantine order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. A quarantine order shall be effective only when and for so long as the public health emergency is present, and when no less restrictive alternative exists. Any person shall be entitled to appeal a quarantine order, or to request a modification of any provision of such order by filing a written appeal with the City Clerk. Such appeal shall be heard by City Council at their next meeting, or, if no meeting is scheduled during the term of the quarantine order, the Fire Chief or designee shall review such appeal and issue a written decision. The Fire Chief's decision shall be final.

## **SECTION 7 PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS.**

**A. Approval by City Council.** The Mayor shall present to the City Council, at a duly noticed public meeting, the proposed Public Health Emergency Order. Public input may be taken at such meeting at the discretion of the Council, but a public hearing shall not be required. Following approval by the City Council, the Mayor shall prepare and publish and/or publicly post a written order. Except as may be specifically stated in the Public Health Emergency Order, such order shall be effective upon posting at Ketchum City Hall.

B. **Summary Enactment.** When necessary to summarily enact a Public Health Emergency Order, the Mayor shall prepare and publish and/or publicly post a written order. Within seven (7) days of the issuance of such an order the Mayor shall present the order to the City Council for approval as outlined in section 7A.

C. **Publication of Public Health Emergency Order.** As possible and prudent under the circumstances, the Mayor shall cause a Public Health Emergency Order to be published:

1. Posting the order in a prominent place at Ketchum City Hall;
2. Posting the order on the City's website;
3. E-mailing the order to all persons subscribed to City e-mail notification services;
4. Posting the order to all City social media accounts;
5. Providing the order to local television and radio broadcast outlets; and
6. Notifying other government agencies, including Blaine County School District, Blaine County and City of Sun Valley.

D. **Term of Order.** Every public health emergency order shall include an effective date and require approval of City Council.

## **SECTION 8 SUSPENSION AND WAIVER OF CERTAIN CITY SERVICES, ORDINANCES, AND POLICIES AND PROCEDURES.**

During this Public Health Emergency and based upon the approval of a declaration of an emergency, the Mayor may suspend certain non-essential City government services and functions as deemed necessary and advisable given the specific public health emergency and in consideration of the health of employees and the general public. During such time, the Mayor may also suspend the regular meetings of City boards and commissions, including but not limited to the Planning & Zoning Commission. In order to facilitate such suspension of meetings, the ordinances providing for the regular meetings of these commissions shall be temporarily suspended. Those ordinances providing certain deadlines and the timelines for processing applications may also be suspended. The Mayor is also authorized to waive such internal rules, regulations, and procedures as deemed necessary to protect the health and welfare of City employees.

## **SECTION 9 PENALTY.**

It shall be unlawful to violate any provision or directive of a duly enacted social distancing order, isolation order, or quarantine order while such order is in effect. The violation of any provision

or directive of a social distancing order, isolation order, or quarantine order shall be an infraction under City Code.

**SECTION 10 CONFLICTS.**

All ordinances, resolutions, orders, or parts thereof or in conflict with this ordinance, if any, are hereby revoked for the term of this Ordinance.

**SECTION 11 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 12 EMERGENCY POSTING, EFFECTIVE DATE, AND SUNSET.**

Due to an imminent situation of contagious disease, a proclamation of this Ordinance shall be posted in at least five public locations in the City and this Ordinance shall take effect immediately upon such posting, in accordance with Idaho Code 50-901.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR OF Ketchum Idaho, on this 29<sup>th</sup> day of September 2020.

APPROVED BY the Mayor of the City of Ketchum, Idaho this 29<sup>th</sup> day of September 2020

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Robin Crotty, City Clerk

**ORDINANCE ~~1207~~1212**

**AN EMERGENCY ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY IDAHO, ESTABLISHING EMERGENCY POWERS; SETTING FORTH THE AUTHORITY, PURPOSE, INTENT, AND SCOPE; SETTING DEFINITIONS; DESCRIBING PUBLIC HEALTH EMERGENCY ORDERS; ESTABLISHING PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS; PROVIDING FOR SUSPENSION OF CERTAIN SERVICES, ORDINANCES, AND POLICIES; ESTABLISHING PENALTIES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING FOR EMERGENCY POSTING, AN EFFECTIVE DATE, AND A SUNSET DATE.**

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**WHEREAS**, on March 18, 2020 the Mayor of Ketchum signed a declaration of emergency in response to the COVID-19 threat; and

**WHEREAS**, under Idaho Code section 50-304, the City Council is authorized to pass all ordinances and make all regulations necessary to preserve the public health, prevent the introduction of contagious diseases into the city, and to make quarantine laws for that purpose and enforce the same within five (5) miles of Ketchum city limits, any health or quarantine ordinance and regulation thereof; and

**WHEREAS**, under Idaho Code section 50-606, the Mayor shall have such jurisdiction as may be vested by ordinance over all places within five (5) miles of the corporate limits of the city, for the enforcement of any health or quarantine ordinance and regulation thereof; and

**WHEREAS**, in order to effectively preserve the health and safety of the public, the Mayor is granted the emergency powers contained within this ordinance.

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

**SECTION 1. EMERGENCY POWERS.**

This Ordinance shall be known and designated as the Ketchum Emergency Powers Ordinance,

and shall be considered as a temporary emergency ordinance.

**SECTION 2: LEGAL AUTHORITY.**

Idaho Code sections 50-304 and 50-606 authorize the City to pass ordinances granting certain powers to the Mayor and City Council related to public health emergencies.

**SECTION 3 PURPOSE AND INTENT.**

The City finds that the preservation of public health, safety, and welfare may require immediate action by the City in response to emergency situations. Therefore, the City hereby authorizes the Mayor and City Council certain powers for immediate response to foreseeable, imminent, or present public health emergencies.

**SECTION 4 SCOPE.**

This Ordinance sets forth the procedures for activating the emergency powers of the Mayor and City Council during a public health emergency.

**SECTION 5 DEFINITIONS.**

- A. **PUBLIC HEALTH EMERGENCY:** The foreseeable, imminent, or present threat of any pathogen, agent, vector, or environmental condition, including hazardous materials, which does or may cause illness or injury to humans.
- B. **PUBLIC HEALTH EMERGENCY ORDER:** An advisory, social distancing, isolation, or quarantine order enacted by the Mayor and/or City Council.
- C. **ISOLATION:** The separation of infected persons, or of persons suspected to be infected, from other persons to such places, under such conditions, and for such time as will prevent transmission of the infectious agent.
- D. **QUARANTINE:** The restriction placed on the entrance to and exit from the place of premises where an infectious agent or hazardous material exists.
- E. **SOCIAL DISTANCING:** Actions taken to maintain distance from other people, including avoiding or canceling congregate settings and mass gatherings.

**SECTION 6 PUBLIC HEALTH EMERGENCY ORDERS.**

The Mayor and City Council may issue the following orders, as deemed appropriate by the Mayor and/or City Council

- A. **Advisory Order.** Where a public health emergency is foreseeable or imminent, the City may enact an advisory order, which order may provide information and recommended guidelines for preventing, detecting, and/or mitigating the onset or spread of a public health hazard.

**B. Social Distancing Order.** Where a public health emergency is imminent, the Mayor may, following approval by the City Council or summarily when necessary, enact a social distancing order, which order may establish any or all of the following:

1. Appropriate restrictions regarding the operation or occurrence of planned or foreseeable commercial, recreational, or expressive gatherings or events.
2. Restrictions on travel through or visitation within the community.
3. Postponement or cancellation of public meetings and hearings.
4. A limit on the number of persons who may gather in one location and may apply to indoor or outdoor venues.
5. Suspension of businesses or visitor lodging accommodations.
6. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.
7. A social distancing order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order.

**C. Isolation Order.** Where a public health emergency is present, and poses a clear threat of harm to the public health, the Mayor may, following approval by the City Council or summarily when necessary, enact an isolation order, which order may establish any or all of the following:

1. A directive that infected and/or exposed individuals isolate themselves from other persons.
2. Geographical areas of restricted or prohibited access.
3. Other measures necessary to avoid, address, or mitigate an imminent public health hazard.
4. The scope and manner of delivery of services, materials, or supplies to be provided by the City, if any.
5. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.
6. An isolation order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. An isolation order shall be effective only when and for so long as the public health emergency is present, and when no less restrictive alternative exists. Any person shall



be entitled to appeal an isolation order or to request a modification of any provision of such order by filing a written appeal with the City Clerk. Such appeal shall be heard by City Council at their next meeting, or, if no meeting is scheduled during the term of the isolation order, the Fire Chief or designee shall review such appeal and issue a written decision. The Fire Chief's decision shall be final.

**D. Quarantine Order.** Where a health emergency is present and poses a clear threat of harm to the public health, the Mayor may, following approval by the City Council or summarily when necessary, enact a quarantine order, which order may establish any or all of the following:

1. A directive that infected and/or exposed individuals isolate themselves from other persons.
2. Geographical or other areas of restricted or prohibited access.
3. Other measures necessary to avoid, address, or mitigate an imminent public health hazard.
4. The scope and manner of delivery of services, materials, or supplies to be provided by the City, if any.
5. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.
6. Conditions of the quarantine.
7. A quarantine order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. A quarantine order shall be effective only when and for so long as the public health emergency is present, and when no less restrictive alternative exists. Any person shall be entitled to appeal a quarantine order, or to request a modification of any provision of such order by filing a written appeal with the City Clerk. Such appeal shall be heard by City Council at their next meeting, or, if no meeting is scheduled during the term of the quarantine order, the Fire Chief or designee shall review such appeal and issue a written decision. The Fire Chief's decision shall be final.

#### **SECTION 7. PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS.**

- A. **Approval by City Council.** The Mayor shall present to the City Council, at a duly noticed public meeting, the proposed Public Health Emergency Order. Public input may be taken at such meeting at the discretion of the Council, but a public hearing shall not be required. Following approval by the City Council, the Mayor shall prepare and publish and/or publicly post a written order. Except as may be specifically stated in the Public Health Emergency Order, such order shall be effective upon posting at Ketchum City Hall.

B. **Summary Enactment.** When necessary to summarily enact a Public Health Emergency Order, the Mayor shall prepare and publish and/or publicly post a written order. Within seven (7) days of the issuance of such an order the Mayor shall present the order to the City Council for approval as outlined in section 7A.

C. **Publication of Public Health Emergency Order.** As possible and prudent under the circumstances, the Mayor shall cause a Public Health Emergency Order to be published:

1. Posting the order in a prominent place at Ketchum City Hall;
2. Posting the order on the City's website;
3. E-mailing the order to all persons subscribed to City e-mail notification services;
4. Posting the order to all City social media accounts;
5. Providing the order to local television and radio broadcast outlets; and
6. Notifying other government agencies, including Blaine County School District, Blaine County and City of Sun Valley.

D. **Term of Order.** Every public health emergency order shall include an effective date and ~~a termination date that shall be no more than ninety (90) days from the effective date, which may be extended upon~~ require approval of City Council.

#### **SECTION 8 SUSPENSION AND WAIVER OF CERTAIN CITY SERVICES, ORDINANCES, AND POLICIES AND PROCEDURES.**

During this Public Health Emergency and based upon the approval of a declaration of an emergency, the Mayor may suspend certain non-essential City government services and functions as deemed necessary and advisable given the specific public health emergency and in consideration of the health of employees and the general public. During such time, the Mayor may also suspend the regular meetings of City boards and commissions, including but not limited to the Planning & Zoning Commission. In order to facilitate such suspension of meetings, the ordinances providing for the regular meetings of these commissions shall be temporarily suspended. Those ordinances providing certain deadlines and the timelines for processing applications may also be suspended. The Mayor is also authorized to waive such internal rules, regulations, and procedures as deemed necessary to protect the health and welfare of City employees.

#### **SECTION 9 PENALTY.**

It shall be unlawful to violate any provision or directive of a duly enacted social distancing order, isolation order, or quarantine order while such order is in effect. The violation of any provision

or directive of a social distancing order, isolation order, or quarantine order shall be an infraction under City Code.

**SECTION 10 CONFLICTS.**

All ordinances, resolutions, orders, or parts thereof or in conflict with this ordinance, if any, are hereby revoked for the term of this Ordinance.

**SECTION 11 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 12 EMERGENCY POSTING, EFFECTIVE DATE, AND SUNSET.**

Due to an imminent situation of contagious disease, a proclamation of this Ordinance shall be posted in at least five public locations in the City and this Ordinance shall take effect immediately upon such posting, in accordance with Idaho Code 50-901. ~~This Ordinance shall be considered a temporary emergency ordinance and shall sunset and revoke as to effect one hundred and eighty-two (182) days from its effective date.~~

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR OF Ketchum Idaho, on this ~~23<sup>rd</sup>~~<sup>29<sup>th</sup></sup> day of ~~March~~<sup>September</sup> 2020.

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APPROVED BY the Mayor of the City of Ketchum, Idaho this ~~23<sup>rd</sup>~~<sup>29<sup>th</sup></sup> day of ~~March~~<sup>September</sup> 2020

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APPROVED:

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

ATTEST:

\_\_\_\_\_  
Robin Crotty, City Clerk