



**CITY OF KETCHUM, IDAHO**  
REGULAR CITY COUNCIL MEETING  
Tuesday, July 06, 2021, 4:00 PM  
480 East Avenue, North, Ketchum, Idaho

---

**AMENDED**

**Agenda**

**PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall located at:  
480 East Ave. N. in Ketchum, Idaho

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

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

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

- Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (by noon the day of the meeting)
- Dial-in to the meeting by phone to provide comment when called upon
- Address the Council in person at City Hall

**Dial-in Instructions:**

- Phone: 1-253-215-8782
- Meeting ID: 944 8351 3811

*If you require special accommodations to participate in this meeting, please contact the City Clerk.  
This agenda is subject to revisions. All revisions will be underlined.*

- 
- CALL TO ORDER: By Mayor Neil Bradshaw
  - ROLL CALL:
  - COMMUNICATIONS FROM MAYOR AND COUNCILORS:
  - CONSENT AGENDA:

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

1. ACTION ITEM: Approve minutes of May 3, 2021.
2. ACTION ITEM: Approve minutes of May 11, 2021.
3. ACTION ITEM: Approve minutes of June 21, 2021.
4. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Rubel, Treasurer.
5. ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$1,421,321.09 as submitted by Shellie Rubel, Treasurer.
6. ACTION ITEM: Recommendation to approve Alcohol Beverage Licenses as submitted by Shellie Rubel, Treasurer.

7. ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement 20641 with Idaho Power for underground power lines in the City Right-of-Way, as submitted by Suzanne Frick, Director of Planning and Building.
  8. ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement 20629 for placement of pavers in the City Right-of-Way at 162 Irene Street as submitted by Suzanne Frick, Director of Planning and Building.
  9. ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement 20644 with Idaho Power for underground power lines in the City Right-of-Way as submitted by Suzanne Frick, Director of Planning and Building.
  10. ACTION ITEM: Recommendation to approve Contract 20671, the Collective Bargaining Agreement with IAFF Local #4758 as submitted by Jade Riley, City Administrator and Bill McLaughlin, Fire Chief.
  11. ACTION ITEM: Recommendation to approve Purchase of Security System from Apex Integrated Security Solutions, as submitted by Bill McLaughlin, Fire Chief.
  12. ACTION ITEM: Recommendation to approve Purchase Order 20669 with Neurilink as submitted by Lisa Enourato, Public Affairs & Administrative Services Manager.
- PUBLIC HEARING
    13. Community Housing Initiatives
      - a. ACTION ITEM: Recommendation to approve Emergency Ordinance 1222 to allow short-term use of Recreation Vehicles on private property, as submitted by Suzanne Frick, Director of Planning and Building.
      - b. Provide staff direction regarding draft Ordinance regulating short-term rental properties, as requested by Matt Johnson, City of Ketchum Legal Counsel.
  - NEW BUSINESS (no public comment required)
- No Items.
- EXECUTIVE SESSION
- Enter Executive Session to consider labor contract matters pursuant to 74-206(1)(f).*
- Pending / Potential Litigation.
- ADJOURNMENT

Visit [www.ketchumidaho.org](http://www.ketchumidaho.org) and sign up for notifications on agendas, meeting packets, dates and more.

Like us on [Facebook](#) and follow us on [Twitter](#).

*Thank you for your participation.*



**CITY OF KETCHUM**  
**REGULAR MEETING MINUTES OF THE CITY COUNCIL**  
Monday, May 3, 2021

---

**CALL TO ORDER:** (00:06:25 in video)

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

**Roll Call:**

Mayor Neil Bradshaw  
Amanda Breen  
Jim Slanetz  
Michael David  
Courtney Hamilton - Absent

**Also Present:**

John Ashton – Vice President & Treasurer of Trout Unlimited Hemingway Chapter  
Kristine Hilt – Blaine County Floodplain Manager  
John Abrose – Principal author of Big Wood Atlas

**COMMUNICATION FROM MAYOR AND COUNCILORS:**

Counselor Jim Slanetz mentioned having been approached by several business owners throughout town asking Council to consider relaxing COVID restrictions.

1. Mental Health Month Proclamation  
Mayor Bradshaw read the Mental Health Month Proclamation.

**CONSENT AGENDA:** (00:10:20 IN VIDEO)

2. Approval of minutes.
3. Authorization and approval of the payroll register.
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$1,479,649.02 as presented by Shellie Rubel, Interim Treasurer.
5. Recommendation to approve Amendment #1 to Contract 20506 with Core/Headwaters LLC to incorporate general contractor services.
6. Recommendation to approve the 128 Saddle Road Townhomes subdivision preliminary plat.
7. Recommendation to approve the Deep Powder Townhomes subdivision preliminary plat.
8. Recommendation to approve the Sun Valley & First Condominiums subdivision final plat.
9. Recommendation to award fence repair to Sawtooth Wood products.
10. Recommendation to approve right-of-way Encroachment Agreement 20620 with Idaho Power for placement of underground power lines in the City right-of-way.
11. Recommendation to approve Agreement 20637 with Natural Energy Resources.

12. Recommendation to approve artist loan Agreements 20632 and 20633 for Art on Fourth.
13. Recommendation to approve purchase of appliances from Mountain Land Design Appliances.
14. Recommendation to approve purchase of appliances from Ferguson Appliances.
15. Recommendation to approve purchase order 20630 with Beckart Environmental for B-164 Polymer.
16. Recommendation to authorize purchase order with Banyon Technologies for PLC / SCADA upgrades.
17. Recommendation to approve Encroachment Agreement 20619.

**Motion to approve consent agenda items 2-17.**

**Motion made by Councilor Amanda Breen; seconded by Councilor Jim Slanetz.  
All in Favor.**

**NEW BUSINESS:** (no public comment required) (00:10:40 in video)

18. Presentation and discussion with Trout Unlimited Hemingway Chapter on the Big Wood River Atlas and best management practices for the Big Wood River. John Ashton represented the Hemingway Chapter of Trout Unlimited. He introduced Kristine Hilt and John Ambrose who helped lead the Big Wood Atlas study. Kristine explained how the Big Wood Atlas came to fruition and then introduced John Ambrose who was the project manager for the study. He presented a general overview of what they studied and discussed some of the major findings from the study. One main lesson learned from the study was understanding that actions taken in one location have implications throughout the watershed. Council thanked all involved in the study.

**ADJOURNMENT:** (00:48:45)

**Motion to adjourn.**

**Motion made by Councilor Amanda Breen; seconded by Councilor Jim Slanetz.  
All in Favor.**

---

**Interim City Clerk  
Lisa Enourato**

---

**Mayor  
Neil Bradshaw**



**CITY OF KETCHUM**  
**REGULAR MEETING MINUTES OF THE CITY COUNCIL**  
Tuesday, May 11, 2021

---

**CALL TO ORDER:** (00:15:40 in video)

Mayor Bradshaw called the special meeting of Ketchum City Council to order at 12:00 p.m.

**Roll Call:**

Mayor Neil Bradshaw  
Amanda Breen  
Jim Slanetz  
Michael David  
Courtney Hamilton

**Also Present:**

Jade Riley – City Administrator  
Shellie Rubel – Interim City Treasurer (via teleconference)

**COMMUNICATION FROM MAYOR AND COUNCILORS:**

No communication from the Mayor and Councilors.

**CONSENT AGENDA:** (00:16:20 IN VIDEO)

1. Approval of Special Event Application for drone show.

**Motion to approve consent agenda item 1.**

**Motion made by Councilor Jim Slanetz; seconded by Councilor Courtney Hamilton.**

**All in Favor.**

**NEW BUSINESS:** (no public comment required) (00:16:40 in video)

2. Strategic Planning Session – FY22 Budget Development.

City Administrator, Jade Riley requested Council to list top three strengths and top three weaknesses regarding the budget and our organization. He proceeded to read off what they listed. Councilor Amanda Breen mentioned the common theme she noticed was that we have great staff but there is an obvious need for more. Councilor Michael David stated he would like to see similar investment into the compensation levels and benefits for employees as they have with facility improvement. Councilor Jim Slanetz agreed with Councilor Michael David.

City Administrator, Jade Riley requested Council to come up with a similar list while thinking of the community we are serving regarding the budget. Again, he read off what was provided by Councilor. Council agreed housing was a high concern if not the highest in considering the community they serve regarding the budget.

City Administrator, Jade Riley briefly summarized the 2021 Fiscal Year Performance Review. Councilor Courtney Hamilton asked if we had re-opened the budget this year? City Administrator Jade Riley answered no. Councilor Courtney Hamilton asked for confirmation that we had already exceeded our revenue by 1 million dollars and still have another 5 months left of the fiscal year? City Administrator, Jade Riley confirmed it and stated that revenue is sitting unappropriated at the current time.

City Administrator, Jade Riley then presented a summary of the Fiscal Year 2022 revenue forecast. He went over planning and building fees and local option tax.

After going over the FY22 revenue forecast, City Administrator, Jade Riley summarized what to expect for Fiscal Year 2022 and the expense overview. He stated he spoke with the department heads about how to keep staff and its relation to the FY22 budget. He also discussed the five-year capital improvement plan.

City Administrator, Jade Riley went over any questions the Council had, recapped the budget discussion, and then proceeded to discuss what Council would like to see in the Budget Book. Lastly, he proposed the next steps to continue drafting the budget. Councilor Courtney Hamilton requested to have a dialogue with the department heads and their needs for taking care of their departments and most importantly the City. Council thanked City Administrator Jade Riley and Interim City Treasurer Shellie Rubel for their hard work on the budget.

**ADJOURNMENT:** (01:58:00)

**Motion to adjourn.**

**Motion made by Councilor Amanda Breen; seconded by Councilor Courtney Hamilton.**

**All in Favor.**

---

**Interim City Clerk  
Lisa Enourato**

---

**Mayor  
Neil Bradshaw**

DRAFT



**CITY OF KETCHUM**  
**REGULAR MEETING MINUTES OF THE CITY COUNCIL**  
Monday, June 21, 2021

---

**CALL TO ORDER:** (00:12:20 in video)

Mayor Bradshaw called the regular meeting of Ketchum City Council to order at 4:08 p.m.

**Roll Call:**

Mayor Neil Bradshaw  
Courtney Hamilton  
Amanda Breen  
Jim Slanetz  
Michael David

**Also Present:**

Jade Riley – City Administrator  
Lisa Enourato – Public Affairs & Administrative Services Manager  
Shellie Rubel – City Treasurer  
Tara Fenwick – City Clerk & Administrative Business Manager  
Matt Johnson – City Attorney  
Suzanne Frick – Director of Planning & Building  
Morgan Landers – Senior Planner  
Bill McLaughlin – Ketchum Fire Department Chief  
Brian Christiansen – Streets Superintendent  
Juerg Stauffacher – Parks Supervisor  
Sherri Newland – City Engineer

**COMMUNICATION FROM MAYOR AND COUNCILORS:**

Mayor Neil Bradshaw encouraged everyone to do their best to limit water consumption and be diligent when tending fires at campsites.

Councilor Jim Slanetz congratulated the City on a successful Ketchum Alive event.

**CONSENT AGENDA:** (00:14:01 in video)

Councilor Amanda Breen requested consent agenda item #9 be removed for comment.  
Councilor Courtney Hamilton requested consent agenda item #6 be removed for discussion.

**Motion to approve consent agenda items 1, 2, 3, 4, 5, 7, 8.**

**Motion made by Councilor Jim Slanetz; seconded by Councilor Courtney Hamilton.**

**All in Favor.**

1. Approval of minutes, May 17, 2021, and June 7, 2021.



2. Authorization and approval of the payroll register.
3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$462,606.41, as presented by Shellie Rubel, City Treasurer.
4. Monthly financial State of the City.
5. Authorization to sign and approve Core Construction change order #006 to complete paving and painting of the south lot of the new Fire Station, as presented by Jade Riley, City Administrator and Bill McLaughlin, Fire Chief.
6. Authorization to approve driveway at 220 Lava Street to exceed 10% grade, as presented by Suzanne Frick, Director of Planning and Building.
7. Authorization to approve contracts #20658 Sun Valley Events, #20659 Red's Meadow Resort and Lease Agreement #20664 Sun Valley Company and approve the June 1, 2021, Payment to Sun Valley Events, as presented by Lisa Enourato, Public Affairs and Administrative Services Manager.
8. Authorization to approve contract #20660 with Spur Foundation to act as fiduciary agent for Warm Springs Preserve project, by Lisa Enourato, Public Affairs and Administrative Services Manager.
9. Authorization to Approve an Additional Argyros Performing Arts Center's 'Drone Show', by Lisa Enourato, Public Affairs and Administrative Services Manager.

Councilor Courtney Hamilton recommended for Agenda item #6 to review the west corner of the new Fire Station for landscape.

**Motion to approve consent agenda item 6.**

**Motion made by Councilor Courtney Hamilton; seconded by Councilor Amanda Breen.**

**All in Favor.**

Councilor Amanda Breen recused herself from Agenda Item 9.

**Motion to approve consent agenda item 9.**

**Motion made by Councilor Courtney Hamilton; seconded by Councilor Jim Slanetz.**

**All in Favor.**

**PUBLIC HEARING:**

Mayor Bradshaw confirmed no items for Public Hearing.

**NEW BUSINESS:** (no public comment required) (00:18:55 in video)

10. Update on Short-Term Community Housing Projects, was presented by Jade Riley, City Administrator. Jade Riley, City Administrator shared a status on short-term initiatives:

- a) Discussion with Senior Connections was positive. Next steps are being considered.
- b) Discussion with local leader Alpine Lodging was positive. The next opportunity to partner will be after Labor Day.
- c) Discussion with Bellevue, Hailey, and Ketchum Hotels was positive. The next opportunity to partner will be after Labor Day.
- d) Jackson Hole is currently allowing RVs on City property and is willing to share documentation. YMCA invites displaced citizens to undertake membership at a

reduced rate so that bath / shower facilities can be used. City team is researching costs on bath / shower mobile facilities.

- e) The City planning team is doing work to address RVs on private property.
- f) Covid-19 Federal funds are expected to be available in a few months. Payments will be made within two distributions.

#### **COUNCIL COMMENTS ON SHORT-TERM INITIATIVES:**

Councilor Courtney Hamilton recommended the City consider hiring a Housing Authority staff member or consultant to lead on this critical initiative. Councilor Michael David encouraged the same. Mayor Bradshaw recommended this idea be considered with the focus on hiring the position. Jade Riley, City Administrator recommended the city pursue staffing a project manager role.

Mayor Bradshaw asked for legal counsel on limiting the number of short-term rental units. City Attorney, Matt Johnson, provided a summary of Sandpoint, Idaho's similar approach and was asked by Mayor Bradshaw to formulate a recommendation for how the City of Ketchum might pursue this idea.

Additional discussion ensued about increasing lot tax on short-term rentals. Councilor Courtney Hamilton, Councilor Amanda Breen, Councilor Michael David, and Councilor Jim Slanetz supported taking a priority focus on all action items.

11. Recommendation to Adopt Ordinance #1219 Enacting Temporary Ban on Fireworks.

City Attorney, Matt Johnson advised the penalty would be a misdemeanor.

Councilor Amanda Breen read the definition of the State of Idaho's definition.

**Motion to adopt Ordinance #1219 an Emergency Ordinance of the City of Ketchum, prohibiting the use of fireworks in the city, for 180 days.**

**Motion made by Councilor Amanda Breen; seconded by Councilor Jim Slanetz.**

**All in Favor.**

**Motion to suspend the rules, to waive three readings and to read by title only.**

**Motion made by Councilor Michael David; seconded by Councilor Jim Slanetz.**

**All in Favor.**

Councilor Michael David read the title.

12. Recommendation to Approve a Dual Fuel HVAC Unit Associated with Expansion of Public Meeting Room at New City Hall, by Jade Riley, City Administrator.

**Motion to fund the change order which includes dual fuel HVAC unit.**

**Motion made by Councilor Jim Slanetz; seconded by Councilor Amanda Breen.**

**All in Favor.**

13. Discussion on Draft General Fund Five-Year Capital Improvement Plan, by Jade Riley, City Administrator.

Presentation of draft Five-Year Capital Improvement Plan: (01:14:03 in video)

1. Department 5 Year Spend
  - a. Mobility – transportation
  - b. Facilities / Power (underground)
  - c. Streets / Equipment
  - d. Fire
2. Spend Ranking Projection FY 22
  - a. Mobility – transportation
  - b. Facilities / Power (underground)
  - c. Fire
  - d. Streets / Equipment
3. Plan Spend
  - a. \$5,603,081

**EXECUTIVE SESSION:**

Mayor Bradshaw confirmed no items for Executive Session.

**ADJOURNMENT:**

**Motion to adjourn.**

**Motion made by Councilor Amanda Breen; seconded by Councilor Jim Slanetz.**

**All in Favor.**

---

**City Clerk**  
**Tara Fenwick**

---

**Mayor**  
**Neil Bradshaw**

## 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>			
SOLSTICE DEVELOPMENT	062421	REFUND Deposit for Transcripts	3,103.00
Total :			3,103.00
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	677136	16531 062221	45.00
Total LEGISLATIVE & EXECUTIVE:			45.00
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	677136	16531 062221	63.00
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
COPY & PRINT, L.L.C.	108376	Notary Stamp - Kelsie	31.35
COPY & PRINT, L.L.C.	108402	Pens, Glue	230.14
MASON'S TROPHIES & GIFTS	95102	Retirement Plaque- Pat Cooley	62.59
TREASURE VALLEY COFFEE INC	2160 07586140	Spring Water	23.85
LISA ENOURATO	063021	Retirement Gift for Pat Cooley	203.49
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
COPY & PRINT, L.L.C.	108298	Posters, spray mount, foam	353.59
COPY CENTER LLC	1796	Warm Springs Preserve Poster	810.00
SENTINEL FIRE & SECURITY, IN	66391	1494 - Ore Wagon Museum	87.00
BROWN, LINDA DIANE	2107	Delivery for July 2021	100.00
SNEE, MOLLY	2110	WSP Work	1,300.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087264135 06	2087264135 061321	991.56
CENTURY LINK	2087265574 06	2087265574 061321	58.29
VERIZON WIRELESS	965494438 060	965494438 061021	67.78
VERIZON WIRELESS	965494438 060	965494438 061021	82.13
<b>01-4150-5110 COMPUTER NETWORK</b>			
DELL FINANCIAL SERVICES	80917153	001-9009257-001	1,465.97
<b>01-4150-5150 COMMUNICATIONS</b>			
SNEE, MOLLY	2110	Monthly Retainer	4,150.00
SNEE, MOLLY	2110	Custom- Recycling Stories	225.00
<b>01-4150-5200 UTILITIES</b>			
IDAHO POWER	2200749261 06	2200749261 062321	1,347.31
IDAHO POWER	2203990334 06	2203880334 061021	41.29
IDAHO POWER	2206452274 06	2206452274 062121	372.70
IDAHO POWER	2206570869 06	2206570869 061021	8.71

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO POWER	2224128120 06	2224128120 062121	129.92
IDAHO POWER	2224128138 06	2224128138 062121	52.31
IDAHO POWER	2224128146 06	2224128146 062121	91.44
IDAHO POWER	2224128153 06	2224128153 062121	20.35
IDAHO POWER	2224128161 06	2224128161 062121	37.99
IDAHO POWER	2224128179 06	2224128179 062121	97.72
IDAHO POWER	2224128187 06	2224128187 062121	44.51
INTERMOUNTAIN GAS	32649330001 0	32649330001 062421	24.22
INTERMOUNTAIN GAS	44919030005 0	44919030005 062421	9.01

**01-4150-5910 REPAIR & MAINT-491 SV ROAD**

SENTINEL FIRE & SECURITY, IN	66783	5088 - 491 Sun Valley Road	78.00
------------------------------	-------	----------------------------	-------

Total ADMINISTRATIVE SERVICES:

12,661.22

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

STARLEY-LEAVITT INS. AGENCY	677136	61531 062221	36.00
-----------------------------	--------	--------------	-------

**01-4170-3100 OFFICE SUPPLIES & POSTAGE**

COPY & PRINT, L.L.C.	108181	Name Signs - Morgan & Abby	24.60
----------------------	--------	----------------------------	-------

Total PLANNING &amp; BUILDING:

60.60

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

STARLEY-LEAVITT INS. AGENCY	677136	16531 062221	27.00
-----------------------------	--------	--------------	-------

**01-4194-3100 OFFICE SUPPLIES & POSTAGE**

EASY PACK INC	192622	Shipping of Baseline 3200 door panel	129.13
---------------	--------	--------------------------------------	--------

**01-4194-3200 OPERATING SUPPLIES**

CHATEAU DRUG CENTER	2392935	Lemon Pine Sol	10.44
GEM STATE PAPER & SUPPLY	1052057-01	Paper Supplies	28.92
GEM STATE PAPER & SUPPLY	1052057-02	Pine Sol orange liquid cleaner qty 2	63.00

**01-4194-3500 MOTOR FUELS & LUBRICANTS**

UNITED OIL	968540	38950 061521	251.40
------------	--------	--------------	--------

**01-4194-4200 PROFESSIONAL SERVICES**

LILY & FERN, LLC	4034	4th St. Maintenance, compost and planting, 12 two gallon perennial snowcap daisies	590.42
------------------	------	--	--------

**01-4194-4220 PROF SERV-CITY BEAUTIFICATION**

LILY & FERN, LLC	3935	Monthly payment flower maintenance, second of 4 installments	3,877.91
------------------	------	--	----------

**01-4194-5200 UTILITIES**

CLEAR CREEK DISPOSAL	0001427062	Pump Park liquid waste service, portable restroom service and rent	235.71
IDAHO POWER	2203538992 06	2203538992 062121	85.70
INTERMOUNTAIN GAS	32649330001 0	32649330001 062421	11.44
INTERMOUNTAIN GAS	65669030002 0	65669030002 062421	9.79

**01-4194-5300 CUSTODIAL & CLEANING SERVICES**

WESTERN BUILDING MAINTEN	0130299-IN	Monthly Janitorial Services	5,228.12
--------------------------	------------	-----------------------------	----------

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4194-6000 REPAIR &amp; MAINT-AUTOMOTIVE EQUI</b>			
RIVER RUN AUTO PARTS	6538-166959	Carb choke low voltage for spray program cleaner	7.34
<b>01-4194-6950 MAINTENANCE</b>			
A.C. HOUSTON LUMBER CO.	2106-785141	large caiman glove Baltazar	26.99
A.C. HOUSTON LUMBER CO.	2106-786288	margin trowel and pointing trowel for step repair	13.28
A.C. HOUSTON LUMBER CO.	2106-786754	1x4-12 cedar to repair corner trim at damaged booster	32.20
A.C. HOUSTON LUMBER CO.	2106-789751	2x6-8 sel struc fir/LR S-Dry to replace guard rail on front of goose neck on 5th wheel, broke when removing flower pots	18.26
CEM AQUATICS	2087	filter for splash pad	1,457.51
CHATEAU DRUG CENTER	2395370	size D batteries for City Hall restroom dispenser	8.54
FASTENAL COMPANY	IDJER97555	14 inch diamond saw blade for walk behind	196.90
PIPECO, INC.	S4199274.001	12C fitting Brs 3/4" FIP Aqualine, 7C fitting BRS 3/4" FHT Aqualine	7.36
PIPECO, INC.	S4220679.001	Barb Adapter & Barbed Tee NDS	2.10
SILVER CREEK SUPPLY	0004764203-00	RB 6 Outlet Manifold	20.00
Total FACILITY MAINTENANCE:			12,339.46

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

CHATEAU DRUG CENTER	2395410	Hole punch, cable ties, white mason line	9.47
CHATEAU DRUG CENTER	2397161	Masking Tape	5.68
CHATEAU DRUG CENTER	2399634	Batteries	47.47
DAVIS EMBROIDERY INC.	0142103200	CSO Uniforms	44.97
DAVIS EMBROIDERY INC.	37934	CSO Uniforms	311.30
DAVIS EMBROIDERY INC.	37950	CSO Uniforms	18.99
UNITED OIL	968551	39060 061521	131.00

**01-4210-3600 COMPUTER SOFTWARE**

CDW GOVERNMENT, INC.	F225123	3 Year Laptop Protection	180.91
VERIZON WIRELESS	965494438 060	965494438 061021	71.81
DIXON RESOURCES UNLIMITED	2834	Parking and Curb Data Collection May 2021	2,266.25

**01-4210-3620 PARKING OPS EQUIPMENT FEES**

VERIZON WIRELESS	965494438 060	965494438 061021	131.15
------------------	---------------	------------------	--------

**01-4210-4200 PROFESSIONAL SERVICES**

BACKGROUND INVESTATION B	C1EECCAE-00	Aegis 250- Whitesell	84.00
--------------------------	-------------	----------------------	-------

Total POLICE:

3,303.00

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

STARLEY-LEAVITT INS. AGENCY	677136	16531 062221	117.00
-----------------------------	--------	--------------	--------

**01-4230-3200 OPERATING SUPPLIES FIRE**

A.C. HOUSTON LUMBER CO.	2106-785970	Garbage Pails	19.99
ATKINSONS' MARKET	02023556	Coffee	13.77
ATKINSONS' MARKET	06511490	Cleaning Supplies	18.24
CHATEAU DRUG CENTER	2391865	Drano	3.32
W.S. DARLEY & CO.	17436756	Hard Suction Hose for E101	438.48
WEIDNER FIRE	59736	Ansul Silvex Plus 5 gal pail	850.00
WEIDNER FIRE	59839	6# Flathead Fire Axe with 36" handle	66.89
EAGLE ENGRAVING INC.	2021-3141	Fireground ID Tags	130.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
A.C. HOUSTON LUMBER CO.	2106-785970	Garbage Pails	19.99
ATKINSONS' MARKET	02023556	Coffee	13.77
ATKINSONS' MARKET	06511490	Cleaning Supplies	18.24
BOUNDTREE MEDICAL	84094741	Medical Supplies	54.54
BOUNDTREE MEDICAL	84104816	Medical Supplies	858.24
CHATEAU DRUG CENTER	2391865	Drano	3.32
CHATEAU DRUG CENTER	2393053	Moleskin for Everesting Event	37.90
CHATEAU DRUG CENTER	2393138	Clipboard for Ambulances	9.48
HENRY SCHEIN	94687750	Medical Supplies	104.12
HENRY SCHEIN	94883221	Medical Supplies	319.02
HENRY SCHEIN	95157667	Drugs	722.39
HENRY SCHEIN	95158300	Drugs	170.52
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>			
UNITED OIL	968422	37267 061521	157.99
BASE CAMP WARM SPRINGS LL	00438947	Non Ethanol Gas for E101	26.87
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>			
UNITED OIL	968422	37267 061521	168.13
<b>01-4230-4920 TRAINING-FACILITY</b>			
COX BUSINESS	047339201 060	0407339201 060821	99.79
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
COX BUSINESS	027222301 062	027222301 062021	59.72
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
COX BUSINESS	027222301 062	027222301 062021	59.71
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
A.C. HOUSTON LUMBER CO.	2106-785322	Cutoff Disc MTL	15.16
A.C. HOUSTON LUMBER CO.	2106-791375	Rope for E101	9.99
A.C. HOUSTON LUMBER CO.	2106-791999	17" Little Giant Ladder for E101	240.00
ALSCO - AMERICAN LINEN DIVI	LBOI1903482	5109 062121	10.84
CHATEAU DRUG CENTER	2392799	19ga Anneal Wire for E101	1.89
HUGHES FIRE EQUIPMENT, INC.	564884	Switch, 60 PSI for E1	114.65
CURTIS TOOLS FOR HEROES	INV498502	Bracket to hang tools for E101	54.25
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1903482	5109 062121	10.84
CHATEAU DRUG CENTER	2394866	Diesel Additive for Amb 21	13.77
Total FIRE & RESCUE:			5,032.82
<b>STREET</b>			
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	677136	16531 062221	81.00
<b>01-4310-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	2397060	sunscreen for streets crew	24.68
<b>01-4310-3400 MINOR EQUIPMENT</b>			
A.C. HOUSTON LUMBER CO.	2106-786296	7x3 pointing trowel and 5 1/2 pointing trowel for concrete work	9.98
A.C. HOUSTON LUMBER CO.	2106-790960	washed pin and single load yellow for street traffic counters	31.37
NAPA AUTO PARTS	061788	HD U-joint puller shop tool	189.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	967277	37269 053121	1,060.71
UNITED OIL	968423	37269 061521	799.61
<b>01-4310-4200 PROFESSIONAL SERVICES</b>			
SENTINEL FIRE & SECURITY, IN	66392	1495 - 260 10th Street East	87.00
SENTINEL FIRE & SECURITY, IN	66526	2656 - 200 E 10th Street	87.00
<b>01-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS	9881881822	365459737 061321	86.48
<b>01-4310-5200 UTILITIES</b>			
IDAHO POWER	2204882910 06	2204882910 061121	329.74
INTERMOUNTAIN GAS	32649330001 0	32649330001 062421	25.33
INTERMOUNTAIN GAS	32649330001 0	32649330001 062421	29.78
INTERMOUNTAIN GAS	49439330009 0	49439330009 062421	29.21
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
NAPA AUTO PARTS	062547	Air Filter for #50 Expedition	8.29
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
LES SCHWAB	11700697474	Tires for #6 dump truck	1,061.42
METROQUIP, INC.	P09142	Plate Sealing for #19 Geovac Sweeper qty 2 plus freight	46.50
NAPA AUTO PARTS	060621	CREDIT for returned parts from inv 60303 and 60128	81.85-
NAPA AUTO PARTS	062297	RV Marine Anti Freeze for Line Laser street striper	21.52
NAPA AUTO PARTS	062461	RV Marine Anti Freeze for Line Laser sprayer	10.76
NAPA AUTO PARTS	062775	oil filter and fuel filter for #48 chipper	10.87
NAPA AUTO PARTS	062896	oil filter for #48 chipper	3.29
NAPA AUTO PARTS	062945	CREDIT for returned parts from inv 62775	2.79-
NAPA AUTO PARTS	062946	CREDIT for returned parts from inv 62775	2.79-
NAPA AUTO PARTS	062995	oil filter for #48 chipper	3.29
WESTERN STATES CAT	CM00110429	CREDIT MEMO	105.71-
JACKSON GROUP PETERBILT	247398	U-Joint with hardware for #6 truck	399.95
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11902985	5831 061821	38.87
ALSCO - AMERICAN LINEN DIVI	LBO11904852	5831 062521	38.87
CINTAS FIRST AID & SAFETY	5067003838	First Aid Supplies	93.52
<b>01-4310-6930 STREET LIGHTING</b>			
COLOR HAUS, INC.	248098	light post paint	64.54
IDAHO POWER	2201013857 06	2201013857 062121	12.42
IDAHO POWER	2203027632 06	2203027632 061421	5.31
IDAHO POWER	2204535385 06	2204535385 062121	32.99
IDAHO POWER	2204882910 06	2204882910 061121	678.00
IDAHO POWER	2206773224 06	2206773224 062121	8.03
IDAHO POWER	2207487501 06	2207487501 062121	6.97
IDAHO POWER	2224304721 06	2224304721 060921	9.42
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
A.C. HOUSTON LUMBER CO.	2106-789977	5 gallon plastic bucket qty 2 for paint sprayer	11.38
A.C. HOUSTON LUMBER CO.	2106-790893	2 gallon pump sprayer for street patching	29.99
LUTZ RENTALS	118944-1	Fill propane tanks for asphalt patching	59.14
SHERWIN-WILLIAMS CO.	8043-1	Red Curb Paint	632.85
TRAFFIC SAFETY SUPPLY CO., I	INV038721	Paint tabs for chip seal	532.32
WALKER SAND AND GRAVEL	904562	3/8" Crushed Fines	362.63



Vendor Name	Invoice Number	Description	Net Invoice Amount
Total STREET:			6,860.89
<b>RECREATION</b>			
<b>01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	677136	16531 062221	36.00
<b>01-4510-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	2392679	BandAids	7.58
CHATEAU DRUG CENTER	2395031	Pens, post-its, index cards	73.48
<b>01-4510-3250 RECREATION SUPPLIES</b>			
WEBB LANDSCAPING	K-IN-160019	Compost	50.95
TOM WHITE	1	EE First Aid/CPR Training	700.00
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
ATKINSONS' MARKET	02020129XX	Powdered Sugar	7.86
ATKINSONS' MARKET	0404059468	Staff Training & Garden Chefs	109.15
ATKINSONS' MARKET	0404060452	Staff Training Sandwiches	68.23
ATKINSONS' MARKET	0404067586	Utensils, Cheese, Fruit, Juice	143.53
ATKINSONS' MARKET	0505430180	Fruit, Chocolate	42.84
ATKINSONS' MARKET	0606513847	Oreos, cheese, turkey sticks	12.71
<b>01-4510-5200 UTILITIES</b>			
INTERMOUNTAIN GAS	3190403009 06	31904030009 062421	26.44
Total RECREATION:			1,278.77
Total GENERAL FUND:			44,684.76
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-7200 TECHNOLOGY UPGRADES</b>			
PUBLIC WORKS 1 INC.	266	CSO Parking Data Collection - CIP Tech	25,000.00
Total GENERAL CIP EXPENDITURES:			25,000.00
Total GENERAL CAPITAL IMPROVEMENT FD:			25,000.00
<b>FIRE &amp; RESCUE CAPITAL IMPR.FND</b>			
<b>FIRE/RESC CAPITAL EXPENDITURES</b>			
<b>11-4230-7600 OTHER MACH &amp; EQUIP</b>			
MUNICIPAL EMERGENCY SERIC	IN1592205	Bullard Helmets	630.00
Total FIRE/RESC CAPITAL EXPENDITURES:			630.00
Total FIRE & RESCUE CAPITAL IMPR.FND:			630.00
<b>ORIGINAL LOT FUND</b>			
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6060 EVENTS/PROMOTIONS</b>			
SHEPPARD, ANDREW	062921	Ketchum Alive 062921	1,000.00
MOSS, MARIA	062221	Ketchum Alive -6/22/21	900.00
WARD, TRAVIS	063021	Town Square Music	500.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
DELFFS, NICK	063021	Town Square Music	500.00
Total ORIGINAL LOT TAX:			2,900.00
Total ORIGINAL LOT FUND:			2,900.00
<b>GO BOND DEBT SERVICE FUND</b>			
<b>GO BOND DEBT SERVICE EXP/TRNFRS</b>			
<b>40-4800-8100 DEBT SRVC ACCT PRINCIPAL-ST EQ</b>			
ZIONS BANK	4899901 08012	4899901 Principal & Interest	143,000.00
<b>40-4800-8200 DEBT SRVC ACCT INTEREST-ST EQ</b>			
ZIONS BANK	4899901 08012	4899901 Principal & Interest	3,167.45
Total GO BOND DEBT SERVICE EXP/TRNFRS:			146,167.45
Total GO BOND DEBT SERVICE FUND:			146,167.45
<b>FIRE CONSTRUCTION FUND</b>			
<b>FIRE FUND EXP/TRNFRS</b>			
<b>42-4800-4200 PROFESSIONAL SERVICES</b>			
ATLAS TECHNICAL CONSULTAN	185833	Professional Services 6-5-21 to 6-18-21 File #T200074C	1,260.00
<b>42-4800-7400 OFFICE FURNITURE</b>			
GRAINGER, INC., W.W.	9930735106	Water Containers, Runner Rugs, Flare Cases	510.13
<b>42-4800-7800 CONSTRUCTION</b>			
CORE CONSTRUCTION SERVICES	20-01-006 JV9	20-01-006 JV90 APP12	792,688.55
MOUNTAIN LAND DESIGN	SO06249	Kitchen Appliances	10,701.84
Total FIRE FUND EXP/TRNFRS:			805,160.52
Total FIRE CONSTRUCTION FUND:			805,160.52
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	677136	16531 062221	27.00
<b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
UNIFIED OFFICE SERVICES	297748	Laminated Tape Cartridges	8.62
<b>63-4340-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1902990	5192 061821	27.18
ALSCO - AMERICAN LINEN DIVI	LBOI1902994	5493 061821	53.98
D & B SUPPLY INC.	36141	Pants	119.98
D & B SUPPLY INC.	36787	Pants	61.49
FERGUSON ENTERPRISES, LLC	CMC190139	CREDIT MEMO	335.40
PIPECO, INC.	S4206875.001	Coupling & Pipewrap Tape	21.12
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	967279	37271 053121	383.08
UNITED OIL	968425	37271 061521	497.17

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
BACKGROUND INVESTATION B	C1EECCAE-00	Aegis 250- Daigh	84.00
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS	365516521 061	365516521 061321	121.24
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	2202458903 06	2202458903 061821	381.13
IDAHO POWER	2203658592 06	2203658592 062421	10,220.69
IDAHO POWER	2206786259 06	2206786259 061821	19.98
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
A.C. HOUSTON LUMBER CO.	2106-789276	5 Gallon buckets, terry towels, aluminium screen	23.34
Total WATER EXPENDITURES:			11,714.60
Total WATER FUND:			11,714.60
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7650 WATER METERS</b>			
FERGUSON ENTERPRISES, LLC	0782574	(27) Submersible Radio Tranceivers	4,487.67
<b>64-4340-7653 WATER METER REPLACEMENT</b>			
FERGUSON ENTERPRISES, LLC	0783924-1	iPerl water meter	615.30
FERGUSON ENTERPRISES, LLC	0783928-1	Commercial Water Meter	800.01
Total WATER CIP EXPENDITURES:			5,902.98
Total WATER CAPITAL IMPROVEMENT FUND:			5,902.98
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	677136	16531 062221	54.00
<b>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
UNIFIED OFFICE SERVICES	297748	Laminated Tape Cartridges	8.62
<b>65-4350-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1902990	5192 061821	27.18
ALSCO - AMERICAN LINEN DIVI	LBOI1902992	5292 061821	120.56
ATKINSONS' MARKET	0202019541	Distilled Water	1.88
ATKINSONS' MARKET	0505428205	Distilled Water	7.58
BUSINESS AS USUAL INC.	155367	Manila Tags	3.00
CHATEAU DRUG CENTER	2389994	Mouse traps	10.24
CHATEAU DRUG CENTER	2392160	Mice traps	3.80-
D & B SUPPLY INC.	36787	Pants	61.49
TREASURE VALLEY COFFEE INC	2160 07529462	COFFEE	73.95
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	967278	37270 053121	80.91
UNITED OIL	968424	37270 061521	528.75
<b>65-4350-3800 CHEMICALS</b>			
THATCHER COMPANY, Inc.	1522182	Aluminum Sulfate	4,978.38

Vendor Name	Invoice Number	Description	Net Invoice Amount
LSE, INC.	727471	UN1791 HYPOCHLORITE SOLUTION	1,753.00
<b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
RIGGS, CHAD	210621-22	Reimbursement for Travel & Meals (WW Collections Certificate)	226.45
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087268953 06	2087268953 061321	61.03
VERIZON WIRELESS	965494438 060	965494438 061021	130.95
<b>65-4350-5200 UTILITIES</b>			
IDAHO POWER	2202158701 06	2202158701 061521	8,139.61
IDAHO POWER	2202703357 06	2202703357 061821	70.82
IDAHO POWER	2206786259 06	2206786259 061821	19.99
INTERMOUNTAIN GAS	32649330001 0	32649330001 062421	9.79
INTERMOUNTAIN GAS	32649330001 0	32649330001 062421	14.78
INTERMOUNTAIN GAS	32649330001 0	32649330001 062421	9.79
INTERMOUNTAIN GAS	32649330001 0	32649330001 062421	20.33
INTERMOUNTAIN GAS	58208688554 0	58208688554 062421	9.79
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
LES SCHWAB	11700695773	Flat Repair	43.04
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
CHATEAU DRUG CENTER	2397801	Gap & Crack Foam	6.64
PIPECO, INC.	S4218396.001	Nipple, Coupling, Cap	4.78
USA BLUEBOOK	636714	Stenner QuickPro Head	294.56
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
UNITED OIL	967278	37270 053121	91.10
UNITED OIL	968424	37270 061521	70.15
Total WASTEWATER EXPENDITURES:			16,929.34
Total WASTEWATER FUND:			16,929.34
<b>WASTEWATER CAPITAL IMPROVE FND</b>			
<b>WASTEWATER CIP EXPENDITURES</b>			
<b>67-4350-7811 CAPITAL FACILITY PLAN</b>			
HDR ENGINEERING, INC.	1200355737	Contract 20576- Wastewater Facility Planning Study	3,024.50
Total WASTEWATER CIP EXPENDITURES:			3,024.50
Total WASTEWATER CAPITAL IMPROVE FND:			3,024.50
<b>PARKS/REC DEV TRUST FUND</b>			
<b>PARKS/REC TRUST EXPENDITURES</b>			
<b>93-4900-7850 PICKLEBALL</b>			
KOCH'S TENNIS COURT SERVICE	061821	Tennis Court to Pickleball Court conversion	12,490.00
Total PARKS/REC TRUST EXPENDITURES:			12,490.00
Total PARKS/REC DEV TRUST FUND:			12,490.00
<b>DEVELOPMENT TRUST FUND</b>			
<b>DEVELOPMENT TRUST EXPENDITURES</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>94-4900-8028 KEARNS-180 W 2ND ST #548</b>			
KMV BUILDERS	062321	RETURN Bond - 180 W 2nd St	1,500.00
Total DEVELOPMENT TRUST EXPENDITURES:			1,500.00
Total DEVELOPMENT TRUST FUND:			1,500.00
<b>ESSENTIAL SERVICES FAC. TRUST</b>			
<b>ESF TRUST EXPENDITURES</b>			
<b>95-4193-7201 FUTURE ESF CITY HALL</b>			
CORE CONSTRUCTION SERVICES	21-01-002 APP	21-01-002 APP 1	298,962.15
CSHQA	35291	New City Hall/Police station	12,327.29
CSHQA	35292	New City Hall/Police station	5,865.00
<b>95-4193-9930 CONTINGENCY</b>			
SCOTT L. FEATHERSTONE, DDS	062221	SETTLEMENT AGREEMENT 191 5TH & Security Deposit	26,900.00
SCOTT L. FEATHERSTONE, DDS	062421	Remaining security deposit from settlement agreement 191 5th ST	1,162.50
Total ESF TRUST EXPENDITURES:			345,216.94
Total ESSENTIAL SERVICES FAC. TRUST:			345,216.94
Grand Totals:			1,421,321.09

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No, Yes



## City of Ketchum

June 28, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Alcohol Beverage Licenses**

#### Recommendation and Summary

Staff is recommending the council to approve the license and adopt the following motion:

*I move to approve Alcohol Beverage Licenses for the applicants included in the staff report.*

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the application is for the period of September 1, 2021 – July 31, 2022, the Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

#### Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1<sup>st</sup>. Renewal for 2021 has been extended to September 1. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and not to be consumed on premise, per application.

#### Analysis

At this time, the following businesses has filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

#### Financial Impact

- The City of Ketchum will realize revenue of \$6,140.00 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liqu or</u>	<u>Total Amount of Fees Paid</u>
River Run Lodge	x				x	\$760.00
Warm Springs Lodge	x				x	\$760.00

The Haven	x	x	x	x		\$650.00
Grumpy's	x		x			\$400.00
Bigwood Golf	x		x			\$400.00
Village Market		x		x		\$250.00
Magic Lantern Cinema	x		x			\$400.00
Sun Valley Wine Co	x	x	x	x		\$650.00
Warfield	x	x			x	\$810.00
Fox Creek Wines		x		x		\$250.00
Barrio 75	x	x			x	\$810.00

Sincerely,



Shellie Rubel  
Treasurer

Attachments: Alcohol applications



## City of Ketchum

### Beer, Wine & Liquor-by-the Drink License Application


Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>Sun Valley Company</u>		Doing Business As: <u>River Run Lodge</u>
Physical Address where license will be displayed: <u>500 River Run Plaza, Ketchum, ID 83340</u>		
Mailing Address: <u>P.O. Box 10, Sun Valley, ID 83353</u>		
Recorded Owner of Property: <u>Sun Valley Company</u>		
Applicant Phone Number: <u>208-622-4111</u>		Applicant Email: <u>vschoessler@sunvalley.com</u>
STATE LICENSE NO: <u>1556</u> (copy required)		COUNTY LICENSE NO: <u>54</u> (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: <u>See Attached</u> _____ _____ _____
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>760.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		



Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

  
Applicant Signature

  
Relation to Business

6.2.2021  
Date

\_\_\_\_\_  
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, _____ - July 31, _____.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		

## **Sun Valley Company Officers**

Name: Lynn C. Hart  
Title: Secretary  
Address: 943 E. 260 N., Orem, UT 84097  
Phone: 801.524.2756

Name: Stephen E. Holding  
Title: Director, Chairman of the Board, Vice President  
Address: 4061 Mt. Olympus Way, Salt Lake City, UT 84124  
Phone: 801.524.2715

Name: Timothy L. Silva  
Title: President, General Manager  
Address: 104 Meadowridge Rd., Sun Valley, ID 83353  
Phone: 208.622.2042

Name: Terry R. Whipple  
Title: Chief Tax Officer  
Address: 4459 South 2700 East, Salt Lake City, UT 84124  
Phone: 801.524.2983



## City of Ketchum


### Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>Sun Valley Company</u>		Doing Business As: <u>Warm Springs Lodge</u>
Physical Address where license will be displayed: <u>201 Picasso Street, Ketchum, ID 83340</u>		
Mailing Address: <u>P.O. Box 10, Sun Valley, ID 83353</u>		
Recorded Owner of Property: <u>Sun Valley Company</u>		
Applicant Phone Number: <u>208-622-4111</u>		Applicant Email: <u>Vschuerla@sunvalley.com</u>
STATE LICENSE NO: <u>1556</u> (copy required)		COUNTY LICENSE NO: <u>54</u> (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: <u>See Attached</u>
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>760.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.



Applicant Signature



Relation to Business

6.2.2021

Date

\_\_\_\_\_  
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, _____ - July 31, _____.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		

### **Sun Valley Company Officers**

Name: Lynn C. Hart  
Title: Secretary  
Address: 943 E. 260 N., Orem, UT 84097  
Phone: 801.524.2756

Name: Stephen E. Holding  
Title: Director, Chairman of the Board, Vice President  
Address: 4061 Mt. Olympus Way, Salt Lake City, UT 84124  
Phone: 801.524.2715

Name: Timothy L. Silva  
Title: President, General Manager  
Address: 104 Meadowridge Rd., Sun Valley, ID 83353  
Phone: 208.622.2042

Name: Terry R. Whipple  
Title: Chief Tax Officer  
Address: 4459 South 2700 East, Salt Lake City, UT 84124  
Phone: 801.524.2983



## City of Ketchum

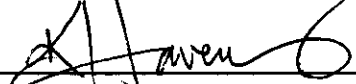
### Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

<b>APPLICANT INFORMATION</b>		
Applicant Name: <u>Artichokesare Hearts LLC</u>		Doing Business As: <u>the haven</u>
Physical Address where license will be displayed: <u>220 East Avenue, Ketchum, ID 83340</u>		
Mailing Address: <u>P.O. Box 4103, Ketchum, ID 83340</u>		
Recorded Owner of Property: <u>Robert Scherer</u>		
Applicant Phone Number: <u>503-349-0035</u>		Applicant Email: <u>kellee-haveno@msn.com</u>
STATE LICENSE NO: <u>20701</u> (copy required)		COUNTY LICENSE NO: _____ (copy required)
Corporation: <input checked="" type="checkbox"/> <u>llc</u> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: <u>NA</u> _____ _____ _____
<b>BEER LICENSE FEES</b>		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
<b>WINE LICENSE FEES</b>		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
<b>LIQUOR LICENSE FEES</b>		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>1650.00</u>
<b>ADDITIONAL INFORMATION</b>		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

 owner - proprietor  
Applicant Signature Relation to Business

5-30-2021  
Date

\_\_\_\_\_  
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, _____ - July 31, _____.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



## City of Ketchum

### Beer, Wine & Liquor-by-the Drink License Application

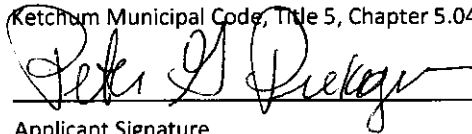
Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

<b>APPLICANT INFORMATION</b>		
Applicant Name: <b>Grumpy's Inc</b>		Doing Business As:
Physical Address where license will be displayed: <b>860 Warm Springs Road</b>		
Mailing Address: <b>100 S Hiawatha Dr. Hailey, ID 83333</b>		
Recorded Owner of Property: <b>G&amp;G Enterprises</b>		
Applicant Phone Number: <b>208 720-3171</b>		Applicant Email: <b>prekeges@gmail.com</b>
STATE LICENSE NO: (copy required)		COUNTY LICENSE NO: (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: <b>Peter G Prekeges</b> _____ _____ _____ _____
<b>BEER LICENSE FEES</b>		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
<b>WINE LICENSE FEES</b>		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
<b>LIQUOR LICENSE FEES</b>		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>400.00</u>
<b>ADDITIONAL INFORMATION</b>		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		



Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.



**President**

Applicant Signature

Relation to Business

**06/23/2021**

Date

\_\_\_\_\_  
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, _____ - July 31, _____.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



## City of Ketchum

### Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

APPLICANT INFORMATION		48A
Applicant Name: <u>Bigwood Sports LLC</u>		Doing Business As: <u>Bigwood Golf</u>
Physical Address where license will be displayed: <u>115 Thunder Trail Ketchum ID 83340</u>		
Mailing Address: <u>PO Box 87 Sun Valley ID 83353</u>		
Recorded Owner of Property: <u>Bigwood Sports, LLC</u>		
Applicant Phone Number: <u>5043438490</u>		Applicant Email: <u>kswart4@magnoliafleet.com</u>
STATE LICENSE NO: <u>14737</u> (copy required)	COUNTY LICENSE NO: <u>26</u> (copy required)	
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>See attached</u>	
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
<b>BEER LICENSE FEES</b>		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
<b>WINE LICENSE FEES</b>		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
<b>LIQUOR LICENSE FEES</b>		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>400.00</u>
<b>ADDITIONAL INFORMATION</b>		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

William Daniel Weichner IV

Applicant Signature

Relation to Business

6/9/2021

Date

\_\_\_\_\_  
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, _____ - July 31, _____.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		

**Name:** Daniel Wiedner, IV  
**Address:** PO Box 87, Sun Valley, ID 83353  
**Title:** Member  
**SSN:** 433-73-4971  
**Date of Birth:** 8/13/1976  
**Idaho Resident:** No

**Name:** Kristin Stewart  
**Address:** PO Box 87, Sun Valley, ID 83353  
**Title:** Member  
**SSN:** 433-73-4996  
**Date of Birth:** 3/4/1981  
**Idaho Resident:** No

**Name:** Taylor Roniger  
**Address:** PO Box 87, Sun Valley, ID 83353  
**Title:** Member  
**SSN:** 433-73-2970  
**Date of Birth:** 8/13/1976  
**Idaho Resident:** No



## City of Ketchum

### Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Buxman Enterprises, Ltd		Doing Business As: Village Market
Physical Address where license will be displayed: 100 N. Main Ketchum, ID 83340		
Mailing Address: P.O. Box 10057 Ketchum, ID 83340		
Recorded Owner of Property: Sun Valley Holdings, LLC		
Applicant Phone Number: 208-725-2222		Applicant Email: village@sopris.net
STATE LICENSE NO: (copy required)		COUNTY LICENSE NO: (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: (see attached) _____ _____ _____ _____
BEER LICENSE FEES		
	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
X	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
X	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 250.00
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

**President / Owner**

Applicant Signature

Relation to Business

**June 10, 2021**

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, _____ - July 31, _____.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		

Updated 4-01-2021

**Buxman Enterprises, Ltd.  
Corporate Officers / Owners**

John Buxman, Jr.

President

904 Oxford Lane

Glenwood Spgs, CO 81601

D.O.B. 4-10-1960

SSN 523-02-0746

970) 945-6812

Mary Francis Flast

Secretary

3014 Timberline Drive

Eugene, OR 97405

D.O.B. 5-11-1954

SSN 521-82-7403

541) 485-7578

Christine Fox

Treasurer

3151 N. Barker Dr./P.O. 1408

Pine, AZ 85544

D.O.B. 2-19-1957

SSN 524-98-3028

970) 390-8911



## City of Ketchum

### Beer, Wine & Liquor-by-the Drink License Application

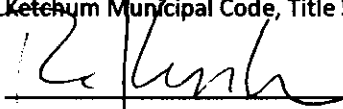
Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <b>Phoenix Enterprises LLC</b>		Doing Business As: <b>Magic Lantern Cinema</b>
Physical Address where license will be displayed: <b>100 2nd Street East</b>		
Mailing Address: <b>Box 238 Ketchum, Idaho 83340</b>		
Recorded Owner of Property: <b>Richar &amp; Cheryl Kessler</b>		
Applicant Phone Number: <b>208 726 3308</b>		Applicant Email: <b>magiclantern@sunvalleynet.com</b>
STATE LICENSE NO: <b>1831</b> (copy required)		COUNTY LICENSE NO: <b>to be submitted</b> (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: <b>Richard Kessler- box 238 Ketchum 83340</b>   
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <b>400</b>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		



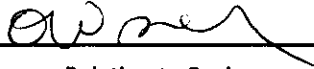
Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.



Applicant Signature

6/24/21



Relation to Business

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, _____ - July 31, _____.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____</p> <p>Mayor</p>		



## City of Ketchum

### Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

<b>APPLICANT INFORMATION</b>		507A
Applicant Name: <u>Sun Valley Wine Co Inc.</u>		Doing Business As: <u>Sun Valley Wine Co.</u>
Physical Address where license will be displayed: <u>360 LEADVILLE AVE KETCHUM</u>		
Mailing Address: <u>Box 4273 KETCHUM ID. 83340</u>		
Recorded Owner of Property: <u>ALLAN F. SWYDER PROFIT SHARING PLAN</u>		
Applicant Phone Number: <u>208-726-2442</u>		Applicant Email: <u>SUNVALLEYWINE@GMAIL.COM</u>
STATE LICENSE NO: <u>3185</u> (copy required)		COUNTY LICENSE NO: _____ (copy required)
Corporation: Partnership: Individual: If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No		List names and addresses of corporation officers and/or partners: <u>CRAIG SPILLER Box 4273 KETCHUM</u> <u>CATHY STEWART Box 1601 KETCHUM</u>
<b>BEER LICENSE FEES</b>		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
<b>WINE LICENSE FEES</b>		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
<b>LIQUOR LICENSE FEES</b>		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>650.00</u>
<b>ADDITIONAL INFORMATION</b>		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Signature

Relation to Business

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation Partnership Individual , does hereby make application for a license to sell during the year of August 1, ____ - July 31, ____.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



## City of Ketchum

### Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <b>Warfield Brewing Company</b>		Doing Business As: <b>Warfield Distillery &amp; Brewery</b>
Physical Address where license will be displayed: <b>280 N Main Street, Ketchum, ID 83340</b>		
Mailing Address: <b>PO Box 2759, Ketchum, ID 83340</b>		
Recorded Owner of Property: <b>San Antonio Center, LLC</b>		
Applicant Phone Number: <b>2087277165</b>		Applicant Email: <b>alex@drinkwarfield.com</b>
STATE LICENSE NO: <b>3628</b> (copy required)		COUNTY LICENSE NO: (copy required)
Corporation: <input type="checkbox"/> LLC (x) Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: <b>Alexander R. Buck, 445 Broadway Blvd, Ketchum</b> <b>Heidi Giordano 445 Broadway Blvd, Ketchum</b> <b>Ben Bradley, 120 Holiday Lane, Ketchum</b> <b>Joanna Bradley, 120 Holiday Lane, Ketchum</b>
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>810</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.



Managing Member

Applicant Signature

Relation to Business

6/29/21

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:
<p><i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of August 1, _____ - July 31, _____.</i></p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____</p> <p>Mayor</p>		



## City of Ketchum

### Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>FOX CREEK WINES</u>		Doing Business As:
Physical Address where license will be displayed: <u>360 EAST AVE. Ste 500 Ketchum, ID 83340</u>		
Mailing Address: <u>PO BOX 739 KETCHUM, ID 83340</u>		
Recorded Owner of Property: <u>ROLLTIDE, LLC</u>		
Applicant Phone Number: <u>208.720.4342</u>		Applicant Email: <u>margaux.foxcreek@gmail.com</u>
STATE LICENSE NO: <u>16355</u> (copy required)		COUNTY LICENSE NO: <u>PROCESSING</u> (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: Individual: If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No		List names and addresses of corporation officers and/or partners: <u>Margaux Lunceford</u> <u>William Jonathan Lunceford</u>   
BEER LICENSE FEES		
<input type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>250.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

May + LFL OWNER / MEMBER  
Applicant Signature Relation to Business  
6/14/21  
Date

\_\_\_\_\_  
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation Partnership Individual , does hereby make application for a license to sell during the year of August 1, _____ - July 31, _____.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



## City of Ketchum

### Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

<b>APPLICANT INFORMATION</b>		
Applicant Name: <b>Guacstar, LLC</b>		Doing Business As: <b>Barrio75 Taco &amp; Tequila Lounge</b>
Physical Address where license will be displayed: <b>700 N Main Street, Ketchum, ID</b>		
Mailing Address: <b>2075 Oak Ave, Boulder CO. 80304</b>		
Recorded Owner of Property: <b>Ketchum and Mustard, LLC</b>		
Applicant Phone Number: <b>303.332.5344</b>		Applicant Email: <b>josh@barrio75.com</b>
STATE LICENSE NO: _____ (copy required)		COUNTY LICENSE NO: _____ (copy required)
Corporation: <input type="checkbox"/> Partnership: <input checked="" type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: <u>Josh Dinar 2075 Oak Avenue, Boulder CO 8030</u> <u>Daniel Asher 200 Porphyry View Jamestown CO</u> <u>Jeffrey Suskin 4626 West 35th Ave, Denver, CO</u>
<b>BEER LICENSE FEES</b>		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
<b>WINE LICENSE FEES</b>		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
<b>LIQUOR LICENSE FEES</b>		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		<b>\$810.00</b>
<b>ADDITIONAL INFORMATION</b>		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		




Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

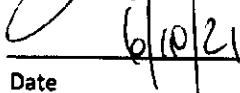
The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.



Applicant Signature



Relation to Business



Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, _____ - July 31, _____.</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____</p> <p>Mayor</p>		



## City of Ketchum

July 6, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Right-of-Way Encroachment Agreement 20641 with Idaho Power for underground power lines in the City Right-of-Way.**

#### Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20641 and adopt the following motion:

**"I move to authorize the Mayor to sign Encroachment Agreement 20641 with Idaho Power."**

The reasons for the recommendation are as follows:

- The encroachment is necessary to provide additional electrical load to 151 Irene St.
- The encroachment will have no impact on pedestrian or public access.

#### Introduction and History

Idaho Power would like to bore and install approximately 70 ft. of 2" underground conduit within the City's Right-of-Way on Irene St. at the intersection of Bald Mountain Rd. The proposed project also includes the installation of a single-phase pad mount transformer on private property and removal of 2 junction boxes.

#### Analysis

Engineering has reviewed the layout of the proposed utilities. City code section 12.08.050(3) only permits road cutting where boring, pushing, or microtrenching have failed after three (3) attempts or otherwise been shown to be unfeasible. No above grade facilities are proposed in the City's Right-of-Way and Idaho Power is proposing to bore the project.

In addition, city code section 17.96.060(D)2 requires all utility be screen from public view. Idaho Power is requiring the customer provide the screening for new transformer.

The project improvements as proposed do not impact public access or maintenance at this time.

#### Financial Impact

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

#### Attachments:

Encroachment Agreement 20641

**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 20641**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, 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 underground electrical power lines in the right-of-way on Irene Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

### *TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install power infrastructure identified in Exhibit "A" within the public right-of-way of Irene Street, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2021, 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”



ON-SITE CONTACT CONSTRUCTION:  
DAVE WOOD 208-721-7146  
PROJECT OWNER: RICHARD GIEGEL  
208-720-8654

\*\*ALL WORK IS  
CONTINGENT ON CITY OF  
KETCHUM PERMITTING.\*\*

**PT#1** INSTALL NEW SINGLE PHASE PADMOUNT  
TRANSFORMER ON PROPERTY FOR ADDITIONAL  
LOAD AT 151 IRENE ST. FACE TRANSFORMER  
AWAY FROM IRENE ST.

SCREENING OF DEVICE FROM PUBLIC VIEWED BY  
CUSTOMER PER CITY OF KETCHUM CODE  
17.96.060(D)2 OF KETCHUM MUNICIPAL CODE.

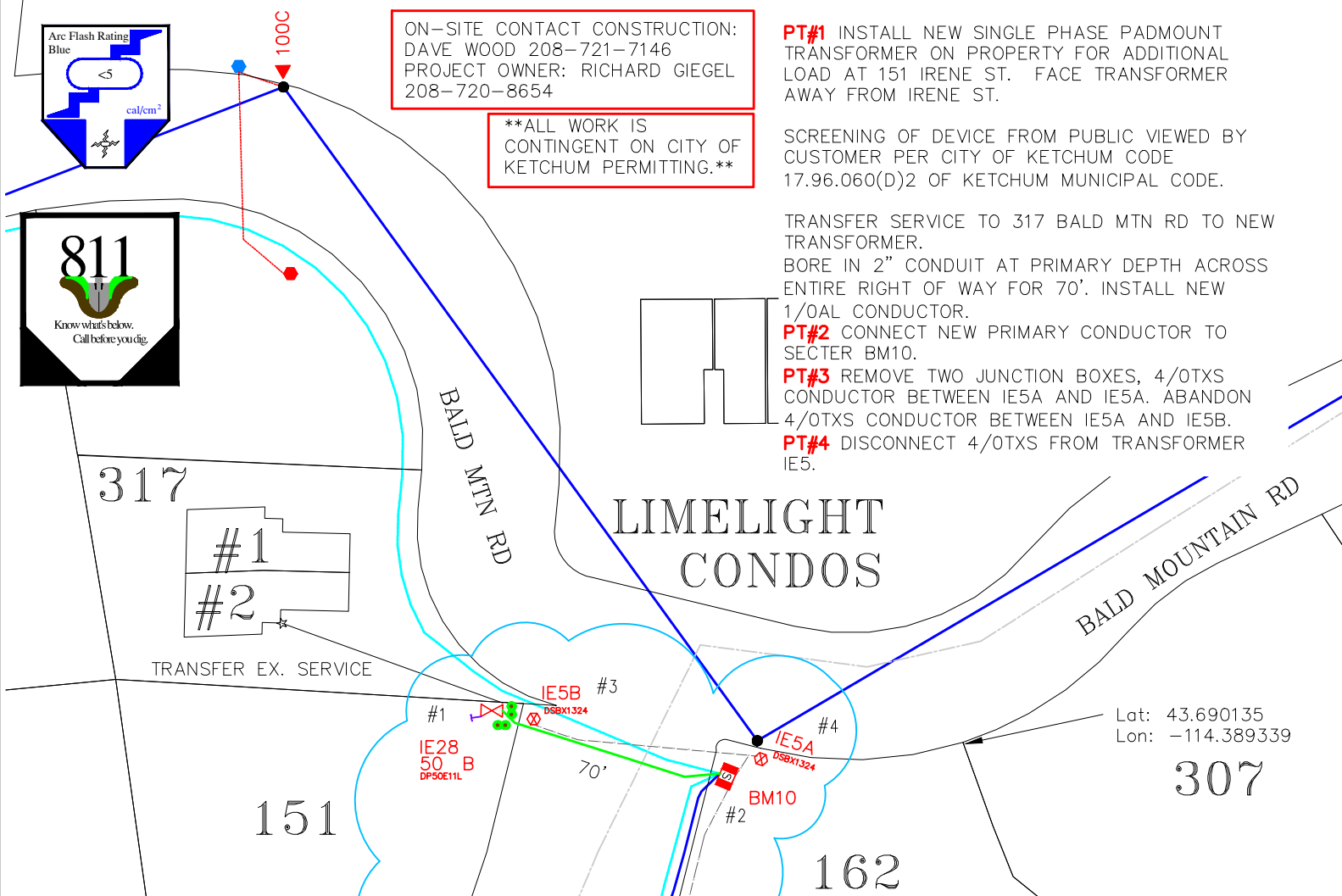
TRANSFER SERVICE TO 317 BALD MTN RD TO NEW  
TRANSFORMER.

BORE IN 2" CONDUIT AT PRIMARY DEPTH ACROSS  
ENTIRE RIGHT OF WAY FOR 70'. INSTALL NEW  
1/OAL CONDUCTOR.

**PT#2** CONNECT NEW PRIMARY CONDUCTOR TO  
SECTOR BM10.

**PT#3** REMOVE TWO JUNCTION BOXES, 4/0TXS  
CONDUCTOR BETWEEN IE5A AND IE5A. ABANDON  
4/0TXS CONDUCTOR BETWEEN IE5A AND IE5B.

**PT#4** DISCONNECT 4/0TXS FROM TRANSFORMER  
IE5.

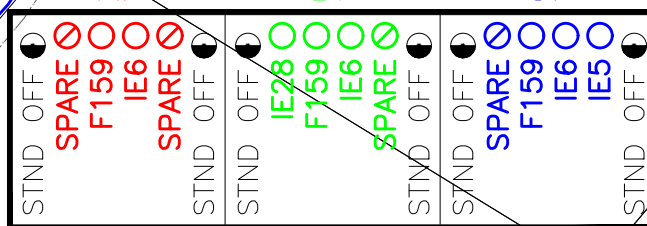


Lat: 43.690135  
Lon: -114.389339

#### UNDERGROUND CABLE NOTES

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
1	IE28	BM10	DCP10	1/0-B	90	10	DDB2	2	10	-	70
1	IE28	SERV STUB				5	DSRDB3	3	5		

No Avian Protection Restriction



TIMES SCALE 0 1 2 3 4					Customer:		Date:			
Job Title: <b>GIEGEL, RICHARD - 151 IRENE ST/KET UG LINE EXTENSION</b>										
Additional Description: <b>REPLACE UNDERGROUND DIRECT BURIED 4/0TXS CONDUCTOR AND JBOX WITH</b>										
Additional Description: <b>TRANSFORMER AND PRIMARY VOLTAGE CONDUCTOR DUE TO ADDED LOAD.</b>										
Feeder Map File Name: <b>KCHM1804</b>					Surveyed or GPS: <b>GPS</b>		FDR By: ----		Designer: <b>CDC0468</b>	
Qua 1					Joint Use Attachment: <b>NO</b>		Date: ----		Design No: <b>0000149931</b>	
Twn 04N					Pre-Built Date: <b>5/27/2021</b>		ArcFM By: ----		Work Order No: <b>2757</b>	
Rng 17E					Built as Designed: ----		Date: ----		55	
Sec 11					Construction Date: ----					
Mer BM					Operating Voltage: <b>7.2kV</b>					
State ID										
County Blaine										
IDAHO POWER Co. WORK ORDER MAP										
SCALE: 1" = 50										
Sheet 1 Of 1										



## City of Ketchum

May 3, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Right-of-Way Encroachment Agreement 20629 for placement of pavers in the City Right-of-Way at 162 Irene Street.**

#### Recommendation and Summary

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

**"I move to authorize the Mayor to sign Encroachment Agreement 20629 with Todd and Darci Reimund."**

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of the residential street
- The improvements will not impact drainage within the City ROW

#### Introduction and History

A Right-of-Way Encroachment Permit request was received for a paver driveway within the City's Right-of-Way at 162 Irene Street.

Right-of-Way standards were developed to achieve goals of drainage, parking, snow storage, access for emergency vehicles, and provide materials that can be reasonably maintained by the city. Pavers, snowmelt systems, and subsurface drip irrigation systems are not maintained by the City but may be approved through an encroachment agreement.

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, relocation, or removal of the encroachment.

#### Analysis

The proposed encroachments were determined not to impact public access or city operations.

#### Financial Impact

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

Attachments:

Encroachment Agreement 20629



**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 20629**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and TODD REIMUND and DARCI REIMUND, (collectively referred to as "Owner"), whose address is 95 GOLDEN OAK DRIVE, PORTOLA VALLEY, CA 94028.

### *RECITALS*

WHEREAS, Owner is the owner of real property described as 162 Irene Street ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a paver driveway within the right-of-way on Irene Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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 maintain the improvements identified in Exhibit "A" within the public right-of-way of 162 Irene Street, Idaho, until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.

3. 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.

4. 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.

5. 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.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

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

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

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

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

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

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

OWNER:

CITY OF KETCHUM:

By: Todd Reimund  
Trustee

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

By: \_\_\_\_\_  
Darci Reimund  
Trustee

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Todd Reimund, the trustee who executed the foregoing instrument on behalf of said trust 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 \_\_\_\_\_, )  
 ) ss.  
County of \_\_\_\_\_.

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Darci Reimund, the trustee who executed the foregoing instrument on behalf of said trust and acknowledged to me that she 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 \_\_\_\_\_, 2021, 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.

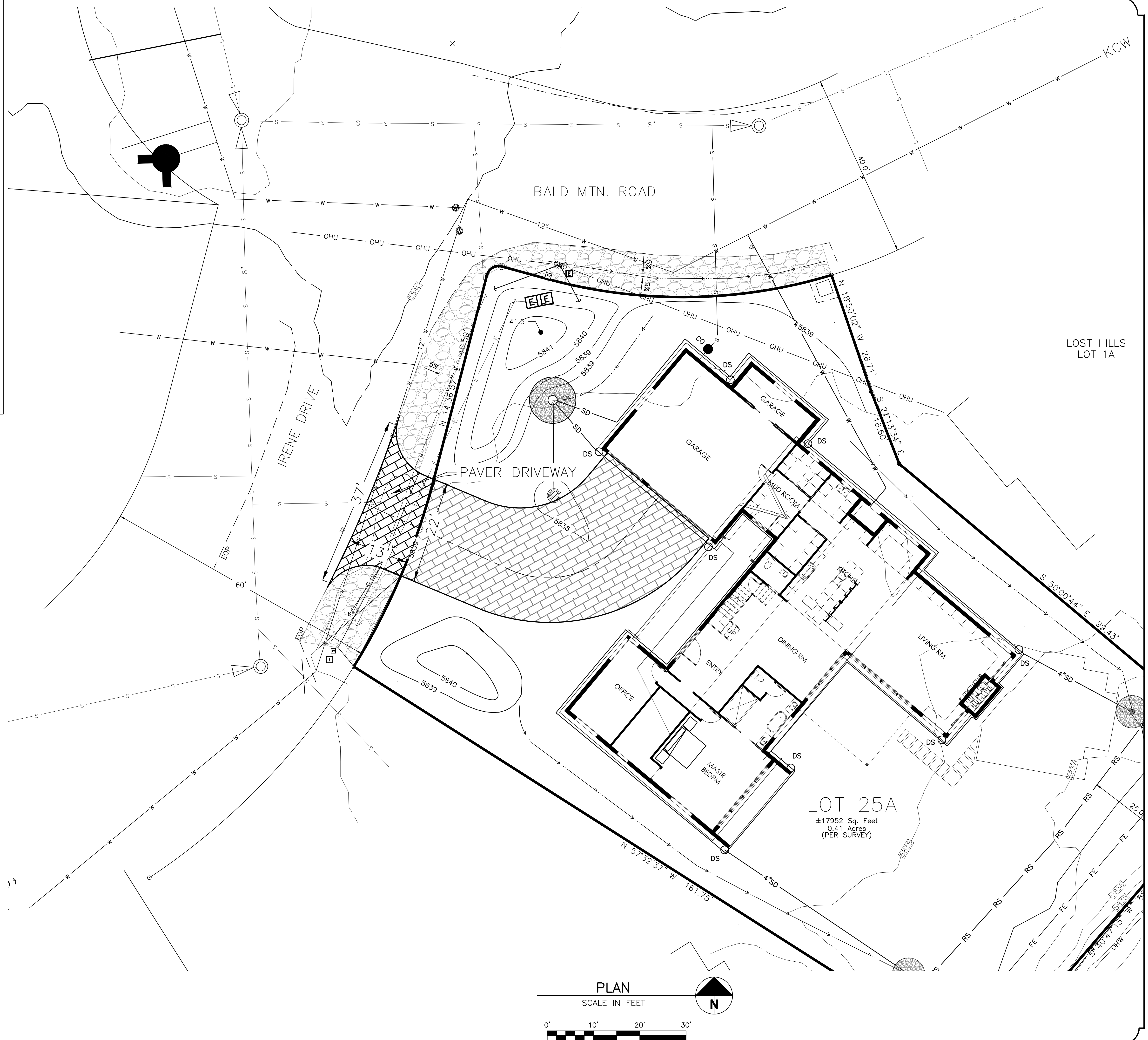
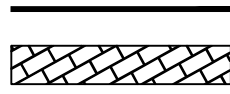
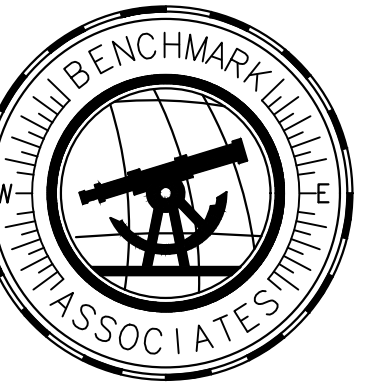
\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

## EXHIBIT “A”

VICINITY MAP  
NOT TO SCALE

### LEGEND

PROPERTY LINE  
PAVERS

[illegible]

PREPARED BY:  
BENCHMARK ASSOCIATES, P.A.  
P.O. BOX 733 100 BELL DRIVE  
KETCHUM, IDAHO 83340  
(208) 726-9512  
FAX 726-9514  
WEB: WWW.BMA5B.COM  
MAIL: WWW.BMA5B.COM

## ENCROACHMENT EXHIBIT

WARM SPRINGS CREEKSIDE LOT 25A  
T4N, R17E, SEC 11, B.M., KETCHUM, IDAHO

PREPARED FOR: DARCI REIMUND

DRAWN BY: PLJ  
DESIGNED BY: PLJ  
CHECKED BY: SB  
DATE: 4/9/2021  
PROJECT NO.: 20256

DRAWING NO.

# EXH



## City of Ketchum

July 6, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Right-of-Way Encroachment Agreement 20644 with Idaho Power for underground power lines in the City Right-of-Way.**

#### Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20644 and adopt the following motion:

**"I move to authorize the Mayor to sign Encroachment Agreement 20644 with Idaho Power."**

The reasons for the recommendation are as follows:

- The encroachment will facilitate the undergrounding of power lines in the alley of east Leadville between E. 1<sup>st</sup> St. and 480 E. River St.
- The encroachment will have no impact on pedestrian or public access at this time.
- The encroachment will not impact city infrastructure.

#### Introduction and History

Idaho Power is proposing to install 175' of underground conduit and conductors to connect two existing transformers. One of the existing transformers is located in the Right-of-Way on E. River St. The second transformer is located at 480 E. River St. Approximately 90' of underground conduit and conductors will be placed within the Right-of-way of E. River St. through a combination of trenching and boring. If Cox participates in the undergrounding project, the encroachment request will help facilitate the removal of 5 existing power poles and 260' of overhead power service lines.

#### Analysis

Engineering and streets have reviewed the proposed layout. City code section 12.08.050(3) only permits road cutting where boring, pushing, or microtrenching have failed after three (3) attempts or otherwise been shown to be unfeasible. Idaho Power is proposing to trench approximately 70' adjacent to E. River St. and bore approximately 20' under the existing asphalt.

In addition, city code section 17.96.060(D)2 requires all utility be screen from public view. Idaho Power is proposing to provide drought tolerant shrubs to screen the existing transformer on E. River St.

The project as proposed does not impact public access or maintenance at this time.

#### Financial Impact

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

Attachments:  
Encroachment Agreement 20644



**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 20644**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, 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 new underground electrical power lines, an existing transformer, and new landscape screening in the right-of-way on East River Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the 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 and landscaping identified in Exhibit "A" within the public right-of-way of East River Street., 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.

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

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

## EXHIBIT “A”

THIS RELOCATION PROJECT IS CONTINGENT ON ENCROACHMENT AND DIG PERMIT TO BE ISSUED BY CITY OF KETCHUM AS THIS DESIGN SHOWS.

No Avian Protection Restriction



ON SITE CONTACT: KARL KREKOW – 460 E RIVER ST.  
206-915-9508

UNDERGROUND CABLE NOTES											
POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
1	RR98	RR3	DCP10	1/0 A	220	155	DDB2	2	180	90	40
1	RR3	STUB				-	DDB2	2	90	-	-

- PT#1** INSTALL NEW UNDERGROUND SINGLE PHASE LINE FROM RR3 BACK TO RR88. APPLY FOR DIG PERMIT FROM CITY OF KETCHUM. BORE REQUIRED UNDER E. RIVER ST PER CITY OF KETCHUM SPECIFICATIONS. 95% COMPACTION ON TRENCH IN SHARED DRIVEWAY ON SOUTH OF E. RIVER ST.
- PT#2** PLUMB NEW CONDUIT INTO RR98 & INSTALL SAFEBREAK ELBOW.
- PT#3** REMOVE F34, RISER, 1/0AL CONDUCTOR AND 40' POLE. COX COMMUNICATIONS ATTACHED. TOP POLE IF NOT RELOCATED.
- PT#4** REMOVE SECONDARY POLE, 2" RISER, OH SECONDARY CONDUCTOR AND UNDERGROUND SERVICE TO 500 E. RIVER ST. A NEW UNDERGROUND SERVICE WILL BE INSTALLED ON WORK ORDER 27580359 JOHN BAILEY. MUST COINCIDE WITH REMOVAL.
- PT#5** REMOVE 40' ANGLE POLE, DOWN GUY AND ANCHOR. OH CONDUCTORS. COX COMMUNICATIONS ATTACHED. TOP POLE IF NOT RELOCATED.
- PT#6** REMOVE TANGENT POLE AND OH CONDUCTORS. COX COMMUNICATIONS ATTACHED. TOP POLE IF NOT RELOCATED.
- PT#7** REMOVE TANGENT POLE AND OH CONDUCTORS. COX COMMUNICATIONS ATTACHED. TOP POLE IF NOT RELOCATED.
- PT#8** REMOVE DEADEND INSULATIONS, DEADENDS AND POLE TOP INSULATORS NOT IN USE.

A DROUGHT TOLERANT SHRUB WILL BE REQUIRED TO BE PLANTED 10' CLEAR OF THE FRONT OF THE TRANSFORMER LABELED RR98 PER THE CITY OF KETCHUM REQUIREMENT. SHRUB MUST BE TALLER THAN TRANSFORMER TO SCREEN FROM PUBLIC VIEW.

NEW UNDERGROUND SERVICE HERE TO BE INSTALLED ON RELOCATION W.O. JOHN BAILEY 27580359

OH SERVICE HERE MUST BE CONVERTED BY OWNER TO RECEIVE UNDERGROUND POWER.

Job Title:  
**KARL KREKOW - 460 E RIVER ST/KET RELOC OH TO UG**

Additional Description:  
**RELOCATE OH SINGLE PHASE TO UNDERGROUND. COMMUNICATIONS WILL NEED TO RELOCATE ALSO.**

SWPP:-----

Feeder Map File Name: **KCHM1101**

Qua  
**1**

Twn  
**04N**

Rng  
**18E**

Sec  
**18**

BM  
**BM**

State  
**ID**

County  
**Blaine**

Surveyed or GPS: **GPS**

Joint Use Attachment: **YES**

Pre-Built Date: -----

Built as Designed: -----

Construction Date: -----

Operating Voltage: **7.2kV**

North  
WEST

FDR By: -----

Date: -----

ArcFM By: -----

Date: -----

Designer: **CDC0468**

Design No: **0000148078**

Work Order No: **27573181**

Customer: -----

Date: -----

IDAHO POWER Co. WORK ORDER MAP

SCALE: 1" = 50

Sheet **1** Of **1**



## City of Ketchum

July 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Contract 20671, the Collective Bargaining Agreement with IAFF Local #4758**

#### Recommendation and Summary

Staff is recommending the council Adopt the following motion:

**"I move to approve Contract 20671, the Collective Bargaining Agreement with the International Association of Firefighters Local #4758."**

The reasons for the recommendation are as follows:

- IAFF Local #4758 represents the professional firefighters working for the City of Ketchum.
- This agreement was reached with the firefighters during negotiations in May and June of this year.
- This Collective Bargaining Agreement will replace the one expiring on September 30 of this year, and will run through September 30, 2024.
- This Agreement will bring wages for Ketchum Firefighters closer to comparable fire departments in Blaine County.

#### Sustainability Impact

No impact.

#### Financial Impact

This Agreement will increase wages paid to the firefighters. The estimated impact to the City is \$149,000 in the first year.

#### Attachments

- Draft CBA, contract #

#### **Acceptance**

---

Neil Bradshaw, Mayor  
City of Ketchum

# COLLECTIVE BARGAINING AGREEMENT

## 2021-2024

---

IAFFLOCAL#4758KETCHUM PROFESSIONAL  
FIREFIGHTERS & THE CITY OF KETCHUM





## **TABLE OF CONTENTS**

<b><u>ARTICLE 1 – PURPOSE AND WARRANTY OF AUTHORITY</u></b> .....	1
<b><u>ARTICLE 2 – MANAGEMENT RIGHTS CLAUSE</u></b> .....	1
<b><u>ARTICLE 3 – UNION RECOGNITION</u></b> .....	2
<b><u>ARTICLE 4 - UNION UNIFORM MONTHLY SERVICE CHARGE</u></b> .....	2
<b><u>ARTICLE 5 – UNION BUSINESS</u></b> .....	2
<b><u>ARTICLE 6 – DISCRIMINATION</u></b> .....	3
<b><u>ARTICLE 7 – NO STRIKE</u></b> .....	3
<b><u>ARTICLE 8 – REGULAR WORK WEEK</u></b> .....	3
<b><u>ARTICLE 9 – WAGES</u></b> .....	3
<b><u>ARTICLE 10 – INCENTIVE PAY</u></b> .....	4
<b><u>ARTICLE 11 – HOLIDAY</u></b> .....	4
<b><u>ARTICLE 12 – EXTRA DUTY</u></b> .....	4
<b><u>ARTICLE 13 – WORKING OUT OF CLASSIFICATION ("WOOC")</u></b> .....	5
<b><u>ARTICLE 14 – UNIFORMS</u></b> .....	6
<b><u>ARTICLE 15 – MILEAGE ALLOWANCE</u></b> .....	6
<b><u>ARTICLE 16 – VACATION LEAVE</u></b> .....	7
<b><u>ARTICLE 17 – ACCUMULATION OF SICK LEAVE</u></b> .....	8
<b><u>ARTICLE 18 – MEDICAL COVERAGE PROGRAM</u></b> .....	8
<b><u>ARTICLE 19 – STAFFING POLICY</u></b> .....	9
<b><u>ARTICLE 20 – SHIFT CHANGE</u></b> .....	9
<b><u>ARTICLE 21 – LIMITED DUTY</u></b> .....	10

<u>ARTICLE 22 – PERSONNEL REDUCTIONS</u> .....	11
<u>ARTICLE 23 – SETTLEMENT OF DISPUTES AND DISCIPLINE</u> .....	11
<u>ARTICLE 24 – DISCIPLINE AND DISCHARGE</u> .....	13
<u>ARTICLE 25 – RESIDENCY REQUIREMENT</u> .....	14
<u>ARTICLE 26 – NEPOTISM</u> .....	14
<u>ARTICLE 27 – PHYSICAL FITNESS PROGRAM</u> .....	14
<u>ARTICLE 28 – SUBSEQUENT CONTRACTS</u> .....	15
<u>ARTICLE 29 – SAVING CLAUSE</u> .....	15
<u>ARTICLE 30 – TERMS OF AGREEMENT</u> .....	16
<u>ARTICLE 31 – PREVAILING RIGHTS</u> .....	16
<u>ARTICLE 32 – COURT AND JURY LEAVE</u> .....	16
<u>ARTICLE 33 – LEAVE DONATION</u> .....	16
<u>ARTICLE 34 – PORTAL TO PORTAL</u> .....	17
<u>ARTICLE 35-- PROMOTION AND RECRUITMENT PROCESS</u> .....	17
<u>SCHEDULE A – ORGANIZATIONAL CHART</u> .....	20
<u>SCHEDULE B - REGULAR WORK WEEK</u> .....	21
<u>SCHEDULE C – SALARY RANGE</u> .....	22
<u>SCHEDULE D – MERIT INCREASES</u> .....	23

## **COLLECTIVE BARGAINING AGREEMENT**

This agreement ("Agreement") entered into this June XX 2020 by and between the City of Ketchum, ("City" or "Employer"), and Firefighters Local Union #4758, an affiliate of the International Association of Firefighters AFL-CIO ("Union").

. The term "Employee " or "Firefighter" shall mean a full-time firefighter that is employed by the City as a is firefighter, and who [A1]a member of the Firefighters Local Union #4758. The term "City Employee" shall mean any person employed by the City of Ketchum. The term "Volunteer" shall mean a paid-on call firefighter. Seasonal or temporary fire fighter employees and paid on call employees "volunteers" must work a full-time employee schedule for at least ninety (90) consecutive days before they may qualify as an "employee" or "firefighter" as defined herein.

## **ARTICLE 1- PURPOSE AND WARRANTY OF AUTHORITY**

**Section A.** The purposes of this Agreement are to establish a formal understanding relative to all conditions of employment; and to provide the means of equitable adjustment of any and all differences or grievances which may arise. Both parties hereto believe and affirm that they are acting in the best interest of the citizens and visitors of Ketchum.

**Section B.** The parties signing this Agreement on behalf of the City and the Union, respectively, declare they are executing this Agreement by authority granted from their respective bodies and pursuant to the obligations set forth in Idaho Code § 44-1801 *et seq.*, and are acting in good faith with the intent to bind the respective parties and fully perform the Agreement.

**Section C.** It is also agreed that where there are clear differences in the wording and the text of this Agreement, the Ketchum Fire Department Standard Operating Guidelines, and/or the City of Ketchum Employee Handbook dated September 10, 2010, this Agreement shall supersede. However, all parties at the time of negotiations should make every effort to point out differences so that the Agreement, the Fire Department Standard Operating Guidelines, and the City of Ketchum Employee Handbook are not in conflict.

## **ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE**<sup>[A2]</sup>

**Section A.** The City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, directing the activities of the Fire Department, determining levels of service and methods of operation, including introduction of new equipment, the right to hire, lay-off, promote, to discipline and to discharge its Employees; to determine work schedules; assign shifts and assign work. Provided, that nothing in this Article shall nullify: (1) any provisions elsewhere in this Agreement, or (2) the City's statutory obligation to negotiate with the Union pursuant to Chapter 18, Title 44, Idaho Code.

**Section B.** All supervisory and policy decisions regarding the Fire Department shall follow the recognized policy and procedures outlined in the City of Ketchum Employee Handbook and the Fire Department Operational Chain of Command as set forth in Schedule A.

**Section C.** One of the primary missions of the Employees shall be to train, support, promote, and enhance the Volunteers.

### **ARTICLE 3- UNION RECOGNITION**

The City recognizes, after a fully conducted election held on June 22, 2009, the Firefighters Local Union #4758 as being designated and selected by a majority of the full-time professional Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay, working conditions, and all other terms and conditions of employment. The Union represents all other full-time firefighters [A3] from firefighter through Captain. All ranks above Captain are not represented by this agreement.

#### **ARTICLE 4-UNION UNIFORM MONTHLY SERVICE CHARGE**

**Section A.** The Union shall request present and future Union members to pay to the Union a uniform monthly service charge. For Union members, that service charge will constitute that member's Union dues, fees, and assessments. The Union shall request each Union Employee to sign and submit to the City a written authorization authorizing the deduction and remittance of this uniform monthly service charge from his/her wages/salary. Any such authorization shall remain in effect until and unless revoked by the Employee by giving written notice of such revocation to the City.

**Section B.** The City agrees to deduct the amount legally deductible for uniform monthly service charges, in amounts specified by the authorized officer of the Union, from the pay of Union Employees upon written authorization from the Employee. The City further agrees to remit those amounts monthly to the Secretary-Treasurer of the Union by the 15th of the following month.

## **ARTICLE 5 - UNION BUSINESS**

**Section A.** Three members of the negotiating team, if on duty, shall be allowed time off with pay for all joint negotiating meetings which shall be mutually set by the Employer and the Union.

**Section B.** Union functions may be held at an appropriate station house, provided that such meetings shall occur outside of standard business hours. Standard business hours shall be defined as Monday through Sunday, 8:00-12:00p.m. and 1:00-5:00p.m.

**Section C.** A total of nine 24 hour shifts off will be allowed for Union business to be used by the officially elected Union Principal Officers for IAFF, PFFI, or AFL-CIO sanctioned UNION functions, with (7) seven days' notice, so long as minimum staffing as set forth in Article 19, Section A is not affected. The Union shall decide how the 9 shifts are allocated among the Union Officers. Management reserves the right to request documentation of the function and Employees' attendance. Documentation shall not be withheld when requested.

**Section D.** No mileage or expenses will be paid for attendance at Union functions.



## **ARTICLE 6-DISCRIMINATION**

**Section A.** The City agrees not to discriminate against any Employee for his/her activities on behalf of, or membership in, the Union.

**Section B.** The City and the Union agree that there shall be no discrimination against any Employee because of race, creed, color, religion, sex, sexual orientation, or physical handicap.

## **ARTICLE 7 - NO STRIKE**

During the term of this Agreement, no Employee shall strike or recognize a picket line of any labor organization while in the performance of his/ her official duties. The parties agree to abide by Idaho Code Section 44-1811.

## **ARTICLE 8 - REGULAR WORK WEEK**

**Section A.** The regular work week for each employee is defined as three (3) twenty-four (24) hour shifts every nine (9) days consisting of 72 hours actually worked as outlined in schedule B. Each employee is assigned to either A, B, or C shift and follows that shift schedule. Twenty-four hour shifts are to start at 0730 and conclude at 0730 the following morning, and be documented as a 24hr shift less any leave time used, regardless of daylight savings time.

**Section B.** The parties agree to meet in November and May of each year to evaluate the shift schedule and collectively develop adjustments to said schedule if the parties deem change is necessary. Effective and efficient operations of the department will be the main, but not the only factor in determining if a change is needed.

**Section C.** Agreed upon changes made under Section B will be reflected in Section A of Article 8.

**Section D.** At the Fire Chief's discretion, employees may be placed on alternate work schedules for light duty, training or temporary details[A4]. Schedules for light duty shall be in accordance with Article 21. For training or other details, schedule and wages shall be adjusted to ensure the employee does not receive less than the wages he or she would have earned had the employee worked a normal, regular work schedule over that the same period. [A5]

## **ARTICLE 9-WAGES**

**Section A.** Employee's base pay shall be in accordance with Schedule C of this Agreement. In the event of a promotion to another position there shall be a minimum increase which shall be equal to at least 5% over the Employee's current base rate, absent incentives.

**Section B.** Employees shall be eligible to participate in direct paycheck deposit programs with local banks and credit unions. This plan shall make the Employee's deposit available no later than the normal pay date.

**Section C.** After completion of 3 years in grade in the positions of lieutenant, senior lieutenant and captain, the employee shall receive a longevity pay increase of 3% over the base rate of pay depicted in Schedule C for a given position. After completion of 5 years in grade in the positions of lieutenant, senior lieutenant and captain, the employee shall receive a longevity pay increase of 6% over the base rate of pay depicted in Schedule C for a given position. After completion of 10 years in grade in the positions of lieutenant, senior lieutenant and captain, the employee shall receive a longevity pay increase of 9% over the base rate of pay depicted in Schedule C for a given position. The longevity pay increases described herein are calculated off of base rates of pay and are not cumulative.

## **ARTICLE 10 - INCENTIVE PAY**

Any Employee who is certified and licensed by the State of Idaho as an EMT-PARAMEDIC shall receive \$200.00 per pay period as incentive pay.

## **ARTICLE 11 – HOLIDAY**

The City shall recognize the following twelve holidays:

New Year's Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Juneteenth National Independence Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Employees shall be compensated at time and a half for all holidays worked.

## **ARTICLE 12 - EXTRA DUTY**

**Section A.** Any Employee may be required by the City to work beyond his/her normal shift. The City shall pay for overtime work at the rate of one and one-half the normal rate of pay. The Employee shall accrue FLSA Comp Time for all actual hours worked in excess of sixty-eight (68) hours, up to seventy-two (72) hours, in a nine (9) day period for Employees assigned to the three platoon system, at one and one half (1 ½) times the excess hours worked. At the employee's discretion, FLSA Comp Time accrued in a pay period may either be compensated as cash or credited to the FLSA Comp time bank for future use. Up to 12 hours of FLSA Comp Time accrued in the last two 9 day pay periods of each fiscal year may be carried over to be used by October 30th of the following fiscal year. Thereafter, overtime may be paid or accumulated as compensatory time in accordance with Section B of this Article. Vacation, Comp Time, and Sick Leave hours are not considered actual hours worked.

**Section B.** As an alternative to paid overtime, Employees may receive compensation with time off equal to overtime at one and a half times the number of actual hours worked in excess of the limitations set forth in section A. Comp time can be accumulated up to 112 [A6] hours in a Fiscal year. Comp time hours shall be taken as a one (1) hour minimum with approval of the Chief in accordance with Article 19, Section A and B. Leave requests for Comp Time of twenty-four (24) hours or less, must be made to the Chief or his designee with twenty-four (24) hours' notice. Leave requests for periods greater than twenty-four (24) hours shall be made according to Article 16. [A7] Employees may carry over up to one hundred (40) hours of [A8] Comp Time combined into the following year pursuant to Article 16, Section C.

**Section C.** Any Employee who is called back to work from off duty shall be paid at least one-hour minimum at the Employee's overtime rate. This shall also include schooling and training if an Employee is directed to attend. If the Employee is called within one (1) hour of a regularly scheduled shift, Comp time shall accrue at a one (1) hour minimum.

**Section D.** Off duty, Employees will receive extra duty compensation for attending court proceedings if the Employee receives a subpoena. The reason for the subpoena must be directly related to on-duty actions or observations.

[A9]

**Section E.** Employees shall be paid overtime and not accumulate comp time if the requested comp time would exceed the maximum accrual. Comp time in excess of the annual carryover will be paid out at the employee's rate as of September 30.

**Section E.** The foregoing notwithstanding, the Fire Chief, City Administrator, or Mayor may declare an emergency and require an immediate and mandatory call to duty for all fire department employees.

## **ARTICLE 13-WORKING OUT OF CLASSIFICATION ("WOOC")**

**Section A.** Compensation for WOOC is provided as monetary recognition to an Employee for the assumption and performance of duties normally performed by an Employee of higher classification. The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities and duties of the higher classification. This shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the Employee and his/her immediate supervisor for the purpose of providing a training opportunity to the Employee, for a mutually agreed upon period of time.

**Section B.** In the hierarchy of the fire service, the highest-ranking Employee working a shift is acknowledged as the "Shift Officer." Normally that person is the shift Captain; however, when a Captain is not working, the next highest-ranking Officer automatically moves into that classification and assumes all of their duties. If an Employee works out of class for six (6) consecutive twenty-four (24) hour shifts, that Employee is entitled to a WOOC pay incentive. The pay incentive will be paid retroactively to the start of the coverage at the rate of the starting salary of the higher classification in which the Employee is substituting, or five percent, whichever is higher.

**Section C.** When the temporary assignment is completed, the Employee's salary will be readjusted to its previous level, or the level where it would have attained, including general salary adjustments, if the WOOC pay had not been made. The Employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.



## **ARTICLE 14 - UNIFORMS**

Uniform standards are established by management as noted in the Fire Department Rules and Regulations Section 21. Uniforms required by the City shall be provided by the City and replaced as needed. All protective clothing or protective devices required of any Employee in the performance of his/her duties shall be furnished to him/her by the City. Employees shall use reasonable care and maintenance of all City provided uniform items, protective clothing, and devices. Replacement for station uniform items may be limited by the Fire Department Management. Station uniform items shall consist of duty boots, dress shirts, shorts, winter coats, hats, sweatshirts, t• shirts, and pants..

## **ARTICLE 15-MILEAGE ALLOWANCE**

Any Employee who is required to use his/her private automobile for Fire Department business shall be compensated at the City established rate.

## **ARTICLE 16 - VACATION LEAVE**

**Section A.** The rate at which vacation leave is accrued shall be as outlined in Section B.

**Section B.** Maximum accrual shall be as follows:

Monthly Accrual (Hours)		Maximum Accrual (Hours)
10	0-4 years	300
14	5-9 years	325
16	10-14 years	350
20	15-19 years	375
22	20-24 years	400
26	25+years	425

[A10]

**Section C.** Vacation time hours shall be taken as a twelve (12) hour minimum with a minimum of ten (10) days of written or electronic notification. At the Chief's discretion, the ten-day notification period and the 12 hour minimum may be waived.

## **ARTICLE 17-ACCUMULATION OF SICK LEAVE**

**Section A.** Sick leave will accumulate at the rate of 13 hours per month. Verification of illness by a physician or other compelling evidence may be required for any illness involving more than three (3) consecutive shifts of work at the discretion of the Fire Chief. Verification of illness by a physician or other compelling evidence may be required for any illness involving more than three (3) consecutive shifts of work for 40 hour Employees assigned to Light Duty, at the discretion of the Fire Chief.

**Section B.** Any Employee, upon retirement from employment with the City, shall receive pay for accumulated sick leave as set forth in the City of Ketchum Employee Handbook. Upon retirement, each bargaining unit member shall direct 100% of the bargaining unit member sick leave cash out (pre-taxed) directly into their MERP account, purchasing additional unit multipliers at the age appropriate rate.

## **ARTICLE 18 - MEDICAL COVERAGE PROGRAM**

**Section A.** The City will provide medical and dental coverage as well as a vision program to the employees at the same level and cost as is currently provided to all other City employees.

**Section B.** The City will contribute maximum of \$37.50 per month per union member to a Medical Expense Reimbursement Plan (MERP) selected by the City Council beginning January 1, 2018. The City is authorized to deduct \$37.50 from each union member's pre-tax compensation and direct those funds to the selected MERP. If the City selects a MERP other than the MERP administrated by the Washington State Council of Firefighters and is identical to the Washington State Council of Firefighters MERP, then this section shall be re-opened for negotiations.

When a bargaining unit member retires form the Ketchum Fire Department and is eligible for sick leave cash out, such cash out shall be in accordance with the September 2010 Employee Handbook eligibility and payment formula. Upon retirement, each bargaining unit member shall direct 100% of the bargaining unit member sick leave cash out (pre-taxed) directly into their MERP account,· purchasing additional unit multipliers at the age appropriate rate.

The City will contribute \$300/ month per union member to a Voluntary Employees' Benefit Association (VEBA) administrated by the Benefit Plan Administration Services from Washington State.

**Section C.** In the event the City terminates medical insurance coverage through the Ill-A, this Article 18 will be eligible for renegotiation prior to the expiration of this Agreement.

## **ARTICLE 19-STAFFING POLICY**

The Chief of the Fire Department, as an administrative procedure, shall establish staffing requirements.

**Section A.** The minimum shift staffing is set at two (2) Employees on duty at all times with at least one being a paramedic, and the other a qualified driver/EMT. If shift staffing falls below minimum staffing as defined in this section, the chief may offer the shift to full-time employees, and if necessary, may make a mandatory assignment of a full time employee to that shift for the time the chief deems necessary.

**Section B.** When staffing levels fall below the needed staffing as determined by the fire chief, paid on call members may be assigned to augment staffing at management's discretion.

**Section C.** Leave requests (Comp Time, Vacation, etc.) will normally only be denied if the leave request would place the shift below two full time members on regular duty.

**Section D.** In the event the shift staffing level set forth in Section A of this Article cannot be met, or if circumstances require staffing above the minimum, the Fire Chief or designee reserves the right to exercise mandatory call back.

## **ARTICLE 20 - SHIFT EXCHANGE**

Any Employee will have the right to exchange shifts or trade with any other Employee, provided minimum staffing levels are maintained. The practice of exchanging shifts or trading time will be a voluntary program by the Employees.

When an Employee is absent from work under the exchange of shifts policy, no other Employee will be paid for working out of classification or overtime pay as a result of the exchange of shifts.

When a change takes place, the Employee who agrees to accept the exchange of shifts will assume the responsibility for working that day, except as provided for in regular sick leave.



## **ARTICLE 21- LIMITED DUTY**

**Section A:** When, according to conditions, instructions, restrictions or limitations imposed by the physician(s) or specialist(s) evaluating the Employee's condition and fitness for duty, an Employee is rendered physically unable to perform his or her job duties, the Employee shall be entitled to injury leave utilizing sick leave, vacation leave or comp time with the full pay he or she receives at the time of the injury. Such injury leave pay shall continue while the Employee is unable to perform his or her duties or until such time as the Employee is accepted for retirement by the then-applicable retirement system, provided that any such injury leave is limited to a maximum of 180 days from the date of injury, unless a longer period of time is approved by the Mayor and City Council.

**Section B.** Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by worker's compensation shall be equal to the difference between the worker's compensation for lost time and the Employee's regular salary rate.

Any Employee seeking, continuing, or asking to be reinstated from injury leave may be subject to an examination by the Emergency Responder Health Center located in Boise, Idaho at the expense of the City. Should the Emergency Responder Health Center no longer be an option than another occupational health physician may be used to evaluate the Employee's duty status. If the Employee does not agree with the City physician's assessment, he or she may, at his or her own expense, seek a second opinion from a physician of his or her choice. Such opinion shall be considered by the City in determining reinstatement.

Whenever an Employee is rendered physically unable to perform his or her job duties, the City may elect to assign the Employee to limited duty status if management determines that limited duty work exists at that time. Limited duty work consists of any of the following at management's discretion:

1. Preparation of materials for inspection and training.
2. Limited duty equipment and station maintenance.
3. Fire prevention work.
4. Other Fire Department related duties as assigned.

Any limited duty work shall be limited to conditions, instructions, restrictions or limitations imposed by the physician(s) or specialist(s) evaluating the Employee's condition and fitness for duty. Limited duty shall not be assigned or defined in a manner that will endanger, aggravate or prolong the full recovery of the injured Employee to full recovery or fitness for duty.

Limited duty assignment may be limited to one (1) person on each shift. The designated limited duty shift for said individuals shall be 8a-5p Mon-Fri unless mutually agreed upon by management and the Employee. After 45 days of limited duty, Employees shall be evaluated by the Emergency Responder Health Center located in Boise, Idaho to evaluate the individual's ability to return to work. Should the Emergency Responder Health Center no longer be an option than another occupational health physician may be used to

evaluation the Employee's duty status. Individuals that are not able to return to regular duty after 180 days may be terminated, unless a longer period of time is approved by the Mayor and City Council.

**Section C:** If an Employee is rendered physically unable to perform his or her job duties, the Firefighter may use sick leave, vacation, and compensatory time to cover scheduled shifts. After 45 days of limited duty due too other than on-the-job injuries, Employees may be evaluated by the Emergency Responder Health Center in Boise, Idaho to evaluate the individual's ability to return to work. Should the Emergency Responder Health Center in Boise, Idaho no longer be an option than another occupational health physician may be used to evaluate the Employee's duty status. Individuals that are not able to return to regular duty after 180 days may be terminated, with consent of the Mayor and City Council.

## **ARTICLE 22 - PERSONNEL REDUCTIONS**

An Employee may be separated without prejudice because of lack of funds or curtailment of work. Layoffs will be made by management based on the critical needs of the Fire Department, the certifications held by an Employee, and the seniority of the Employee. Certifications to be considered are:

- NREMT-P;
- Rope Rescue Tech III;
- Senior Engineer;
- Idaho State Certified EMS Instructor;
- Idaho State Certified Fire Instructor; and
- IFSAC Fire Fighter – 1 Certification.

This personnel reduction article shall not apply to temporary Employees.

An Employee separated due to a personnel reduction shall be eligible for reinstatement, without testing, to their prior position and rank within (2) two years of the date of their separation if the position is restored.

## **ARTICLE 23 - SETTLEMENT OF DISPUTES AND DISCIPLINE**

For the purpose of this Agreement, a dispute is defined as a circumstance involving the interpretation of the terms of this Agreement. Disputes that arise pursuant to the interpretation of state or federal law or on issues not addressed by the Agreement are not subject to this Article.

**Section A.** Labor disputes or differences arising between the City and the Union and the Employee, including differences or disputes as to the meaning, application or operation of any provision of This Agreement, shall be settled in the manner herein provided. For the purposes of this Article, such a dispute or difference shall be referred to as a grievance.

**Section B.** First year Employees are entitled to grievance procedures concerning wages and working conditions only.

**Section C.** Any Employee who has a grievance concerning interpretation of this Agreement shall notify in writing the Union leadership within thirty (30) calendar days from the date of the grievance. The Union leadership will either resolve the grievance or notify the Union Grievance Committee, herein referred to as the Union, within thirty (30) calendar days of receipt of the grievance, and the Union shall determine if a grievance exists. If in the Union's opinion no grievance exists, no further action is necessary.

**Section D.** If in the opinion of the Union, a grievance exists, it shall notify the Fire Chief, in writing, within thirty (30) calendar days. If the Union and the Fire Chief fail to reach an agreement within thirty (30) calendar days, each shall notify the Mayor and City Council in writing. The Chief may call upon his staff officers at any time in the course of his efforts to reach an agreement.

**Section E.** If the City has a grievance with the Union, the City shall notify, in writing, the Union Grievance Committee within thirty (30) calendar days. If the parties fail to reach an agreement within thirty (30) calendar days, it shall be handled in accordance with the provisions of Section F of this Article.

**Section F.** In the event the grievance is not resolved within thirty (30) calendar days, after being referred to the Mayor and the City Council, the Union and the City may mutually agree to non-binding mediation, and the costs shall be shared equally. If in the event both sides fail to reach an agreement through mediation, it may be submitted to arbitration in accordance with Section G of this Article.  
Unresolved issues concerning discipline are mandatory subjects of arbitration.

**Section G.** The issue may be submitted to arbitration in accordance with the following procedures:

- The party demanding arbitration shall file their demand and copy the opposing party within sixty (60) calendar days from the date the grievance was referred to the Mayor. The failure to file the demand for arbitration within the sixty (60) calendar day period shall be deemed a waiver of the right of such party to demand arbitration of the issue indispute.
- Within ten (10) days of demanding arbitration the party requesting arbitration

will request from the American Association of Arbitrators ("A.A.A."), a panel of 5 arbitrators who are members of the National Academy of Arbitrators and the demanding party shall pay all fees and costs associated with initiating the arbitration panel subject to reimbursement by decision of the arbitrator. Both parties shall prepare and agree on written questions outlining the issues to be addressed by the arbitrator.

- Either party may reject the entire panel of arbitrators and request a new panel from the A.A.A., to be selected in accordance with the paragraph above. No more than two panels may be so rejected from each party.
- A flip of the coin will determine the right to strike the first two names from the five-person panel. The other party will then have the right to strike an additional two names. The fifth remaining person will then be the arbitrator ("Arbitrator"). This selection process must be accomplished within 5 days of receipt of the panel from the A.A.A.  
The decisions of the Arbitrator shall be final and binding on both parties in all matters pertaining discipline, subject only to the parties' right to seek vacation or modification to the Arbitrator's award pursuant to the provisions of Title 7, Chapter 9, Idaho Code.
- The Arbitrator shall have only such jurisdiction on and authority to interpret and apply the provisions of the Agreement as shall be necessary to the determination of the issue at hand. The Arbitrator shall not have any power to add or subtract from, modify or alter in any way, the provisions of this Agreement.
- The expenses of the Arbitrator shall be borne by the non-prevailing party. In the event that both parties prevail in part, the expenses of the Arbitrator shall be equally shared between the parties.

**Section H.** Where a complaint alleges discrimination based on race, creed, color, religion, sex, sexual orientation, or physical handicap, the City's affirmative action complaint procedure will be utilized. In matters dealing with sexual harassment, the City's sexual harassment complaint procedure will be used.

## **ARTICLE 24-DISCIPLINE AND DISCHARGE**

**Section A:** Employment with the City of Ketchum is "AT WILL," subject to the progressive discipline provisions set forth below.

The City may discipline or discharge Employees subject to the provisions of this Agreement. Such discipline or discharge shall be fair and impartial, and progressive discipline, including a written warning followed by a suspension, shall be implemented prior to the discharge of any Employee.

No such prior warning or suspension shall be necessary if the cause for suspension or discharge is related to employment and consists of:

- a) Conviction of the violation of any state or federal felony involving moral turpitude;
- b) Theft from the Employer of property with a value in excess of \$10;
- c) Insubordination
- d) Unlawful action that results in substantial risk of serious bodily injury or death to any person;
- e) Reckless conduct which results in serious personal injury or property loss in excess of \$2,500;
- f) Conviction of any felony or misdemeanor which prevents the Employee from performing the duties of the job;
- g) Inability to return to full duty per Article 21.

**Section B:** The City may suspend an Employee with pay or without pay for a period up to 10 business days when necessary to protect the health, safety or welfare of Employees or the public. The decision to suspend an Employee without pay will be made on a case-by-case basis taking into consideration the severity of the alleged misconduct. If the City finds no misconduct occurred, the suspended Employee will receive all wages and benefits for the number of days suspended upon his/her return to work.

**Section C:** The Union shall be entitled to challenge any discipline or discharge through the grievance procedure established in this Agreement. If a termination is challenged, the Employee is not entitled to compensation during the challenge. In the event that the Union prevails in its challenge, the Employee will be made whole.

**Section D:** Discipline shall consist of verbal warnings (which may be documented by an informal writing provided to the Employee), written warnings (which shall be documented by a formal writing provided to the Employee), suspension without pay, and discharge. All discipline other than verbal warnings shall be in writing with copies to the affected Employee.

## **ARTICLE 25 - RESIDENCY REQUIREMENT**

Employees are required to maintain a primary residence within 60 road miles of Ketchum Fire Station 1, 107 Saddle Road, Ketchum Idaho. It is the responsibility of the employee to report for assigned shifts and scheduled duties on time. Failure to report on time due to weather, road conditions, traffic or other reason may subject the employee to disciplinary action.

## **ARTICLE 26 - NEPOTISM**

**Section A.** No relative related within the first degree of an Employee can be hired by the City to work within the Fire Department. Any Employees that are married as of the date of adoption of this Agreement shall be grandfathered and can continue to hold employment with the City.

**Section B.** No two department heads within the City may be related within the first degree.

**Section C.** No supervisor shall supervise another Employee if the supervisor and Employee are engaged in a romantic or sexual relationship.

**Section D.** Relationships between Employees and Volunteers shall not interfere with work duties.



## **ARTICLE 27 - PHYSICAL FITNESS PROGRAM**

**Section A.** The City of Ketchum and the members of Local #4758 recognize the importance of physical fitness. Maintaining physical fitness is vital for firefighter readiness and is a major step towards living a healthy life. The City agrees to provide for Annual Firefighter Wellness Examinations as soon as such examinations become available through III-A. The Wellness Examinations shall be comparable to; and offer the same level of screening; as the program offered through the Emergency Responders Health

Center in Boise. This will be administered as a non-punitive program with the focus on member health and welfare as its' primary objective.

**Section B.** Employees will be provided time to perform physical fitness activities together while on shift. Approximately one hour will be used for this purpose during any portion of the 24-hour shift, with the exception of 10 am to 5 pm. It is preferable that all members on shift work out together; however different periods will be accepted if group activity time cannot be scheduled. Employees must maintain their primary responsibility of readiness at all times and scheduled work assignments will take precedence.

**Section C.** Employees shall complete and annually pass a U.S. Forest Service Arduous Work Capacity Test (Pack Test) in time to meet the Idaho Department of Land's contractual deadline. Employees that fail the Pack Test are entitled to re-take the pack test two (2) additional times within thirty (30) days. Employees failing the Pack Test after three attempts shall be placed on limited-duty and shall undergo a fitness for duty physical within thirty (30) days of the third attempt by a physician or specialist selected and paid for by the City.

Employees undergoing a fitness for duty examination and declared fit for duty shall pass the Pack Test within 60 days of the fitness for duty examination unless restricted by the examining physician or specialist, in which case, management reserves the right to modify the employee's status and work assignment. See Article 21 regarding Limited Duty.

## **ARTICLE 28 - SUBSEQUENT CONTRACTS**

**Section A.** Not later than April 1st of the year in which an agreement is to be opened for negotiation, the Union President shall advise the Mayor in writing of intent to negotiate and supply a roster of the Union's negotiating team. The Mayor shall acknowledge receipt of the Union proposals within ten (10) weekdays and shall provide to the Union President in writing a roster of the negotiating team representing the City.

**Section B.** In the event any items in negotiation remain unresolved thirty (30) days after the initial bargaining session, upon request by the City or the Union, a fact finding commission shall be appointed in accordance with Title 44, Chapter 18 of the Idaho Code. The fact finding commission shall hold hearings and make recommendations in accordance with Idaho law.

## **ARTICLE 29 - SAVING CLAUSE**

If any provision of this Agreement or the application of such provision should be rendered invalid by any court action or by reason of any existing or subsequently enacted Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

### **ARTICLE 30 -TERMS OF AGREEMENT**

Pursuant to Idaho Code Title 44, Chapter 18, this Agreement shall be in effect as of October 1, 2021 and continue through September 30, 2024.

### **ARTICLE 31- PREVAILING RIGHTS**

All wages, rates of pay, working conditions and all other terms and conditions of employment held by the Employee at the time of execution of this Agreement, which are not included in this Agreement but are mandatory subjects of bargaining under Idaho Code 44-1802, shall remain in force unless changed by mutual agreement evidenced by writing.

## **ARTICLE 32 - COURT AND JURY LEAVE**

Employees who are required to appear in court as a juror or witness shall receive full compensation at the member's normal rate of pay. The employee shall report any fee to which the employee may be entitled by reason of such appearance and pay the same over to the City with the exception of allowances for mileage, when applicable.

If employees are dismissed from court before the end of the shift, the employee must report to their supervisor for instruction on whether to return to work for the remainder of the shift. The employee must present checks from the court to the City Clerk/Treasurer to substantiate the claim for compensating pay.

### **ARTICLE 33 - LEAVE DONATION**

Employees may donate leave time to any City of Ketchum Employee who has exhausted their sick, vacation, and compensatory leave time and who requires absence from work due to illness or injury in accordance with the FMLA.

- Donations may be made in a minimum of 1 hour increments. For every one hour of sick, vacation or compensatory time donated by the donor, the recipient will be credited with one hour of sick leave. The pay levels of the two employees shall not affect the transaction.
- A donating member must retain a minimum of 144 hours of sick time for their own use.
- A recipient can receive a combined maximum to the equivalent of the maximum allowable leave time in accordance with the FLMA.
- An employee who returns to work either on limited duty or on a part time basis may continue to use donated time up to the maximum allotment.
- The donated time will not count as the donor's hours worked in any pay period.
- Participation as a donor is voluntary. A donor cannot be directly or indirectly intimidated, threatened or coerced, or promised any benefit by any employee for the purpose of donating or using leave.
- Unused donated time will be returned to the donor or donors in the event the time is no longer needed.
- An employee can be a donation recipient should the City of Ketchum expand the donor program to the rest of its employees.



## **ARTICLE 34-PORTAL TO PORTAL**

**Section A.** Portal to Portal Pay covers those instances when a member is deployed or responds to emergencies regardless of the proximity to their jurisdiction.

**Section B.** Paid time will accrue from the time the Employee responds to an emergency (as authorized, either directly or via a station) to the time the Employee is released from the emergency and returns to service within the Employee's jurisdiction.

## **ARTICLE 35 - PROMOTION AND RECRUITMENT PROCESS**

**Section A.** The city will conduct a recruitment for promotion to Captain every odd year. The process [A11] will be used to establish a promotional list that will be used to select new captains in the event of a vacancy for a period of two years from the date of posting. Engagement in the process of recruitment as provided herein does not obligate the city to promotion or hiring of a firefighter to a caption position.

Notice of the promotional process will be posted not less than 30 days in advance. The posting will include a current job description and minimum requirements for the position. Applicants for the position shall meet the minimum requirements in the City of Ketchum job description for the position of Captain as a prerequisite for participation in the promotion or recruitment process.

All testing shall be impartial and shall relate to the duties of the position. The fire chief has the right to final choice from the top three scoring candidates to best suit the needs of the department.

**Section B.** All promotions shall be subject to a one year probationary period. In the event of removal of an employee from the Captain position during this period, the employee shall be reinstated at their former rank and pay with no loss of longevity. This does not preclude disciplinary action or discharge for cause in accordance with Article 24.

### **ARTICLE 36 - RECRUITMENT**

A representative from the Union will have a seat in the process of hiring new Employees who are covered by this Agreement. Such Union representative will participate in the interviews, the post interview discussions, and will have the right to express his/her opinions about the applicants. The Union recognizes that the Fire Chief or designee is solely vested with the authority to make the final hiring choice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For IAFF Local # 4758

\_\_\_\_\_  
John Rathfon, President

For the City of Ketchum, Idaho

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

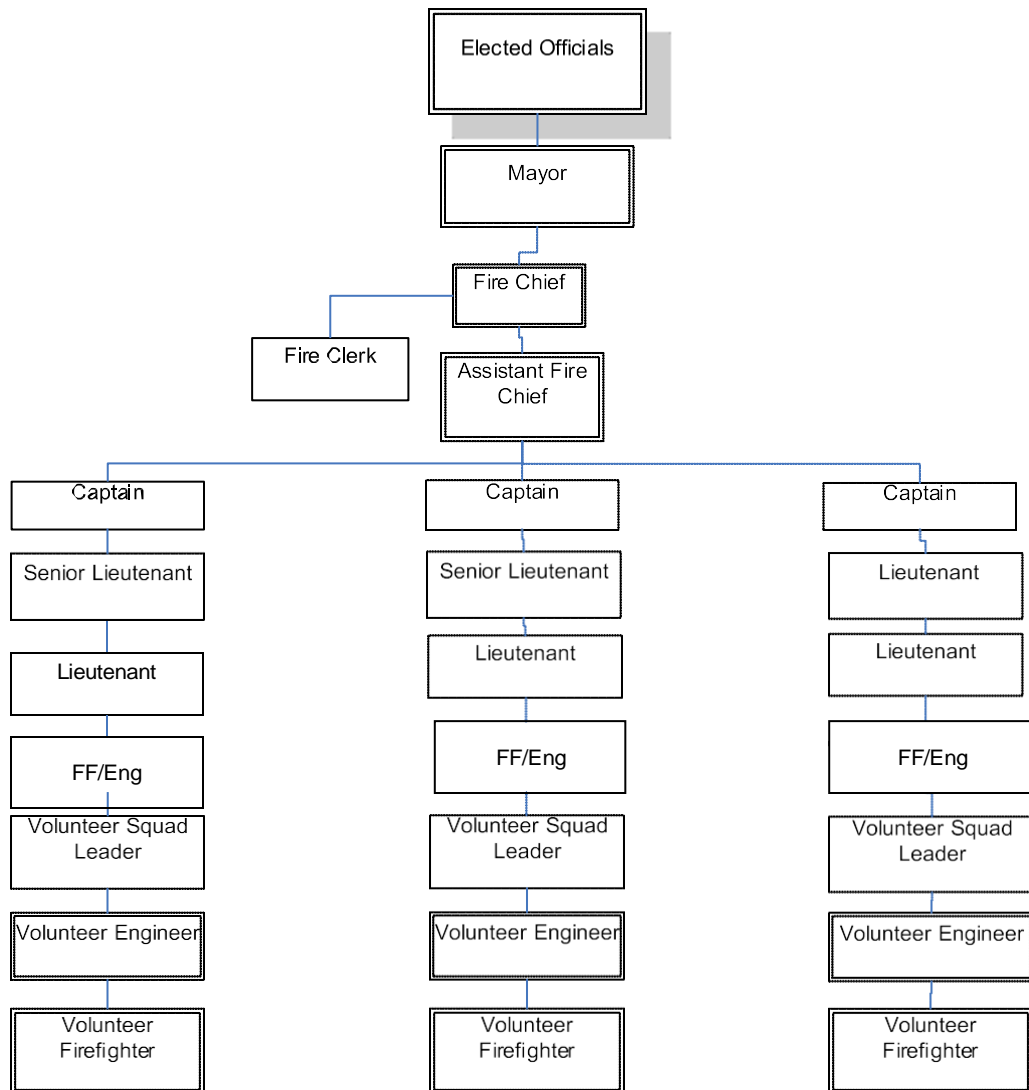
Attest:

\_\_\_\_\_  
Tara Fenwick, City Clerk

## SCHEDULE A-ORGANIZATIONAL CHART

### Ketchum Fire Department Operational Chain of Command

10/01/2017



**SCHEDULE B - REGULAR WORK WEEK**

Day of FLSA Cycle	1	2	3	4	5	6	7	8	9
A – SHIFT		X		X		X			
B – SHIFT	X		X					X	
C – SHIFT					X		X		X

X represents a twenty four hour shift

### **SCHEDULE C- SALARY RANGE**

Salary range for each position without incentive or longevity pay.

Effective October 1, 2021:

Firefighter	(first year)	\$17.00 per hour	\$47,886 per year
Engineer	(second year)	\$18.00 per hour	\$49,644 per year
Lieutenant	(third year)	\$23.00 per hour	\$63,434 per year
Senior Lieutenant		\$25.00 per hour	\$68,950 per year
Captain		\$27.00 per hour	\$74,466 per year

Effective October 1, 2022:

Firefighter	(first year)	\$18.00 per hour	\$49,644 per year
Engineer	(second year)	\$19.00 per hour	\$52,402 per year
Lieutenant	(third year)	\$24.00 per hour	\$66,192 per year
Senior Lieutenant		\$26.00 per hour	\$71,708 per year
Captain		\$28.00 per hour	\$77,224 per year

Effective October 1, 2023:

Firefighter	(first year)	\$19.00 per hour	\$52,402 per year
Engineer	(second year)	\$20.00 per hour	\$55,160 per year
Lieutenant	(third year)	\$25.00 per hour	\$68,950 per year
Senior Lieutenant		\$27.00 per hour	\$74,466 per year
Captain		\$29.00 per hour	\$79,982 per year



## City of Ketchum

July 1, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Purchase of Security System from Apex Integrated Security Solutions**

#### Recommendation and Summary

Staff is recommending the authorization of the purchase of security system and hardware for the new fire station from Apex Integrated Security Solutions by adopting the following motion:

**"I move to authorize the purchase of a security system from Apex Integrated Security solutions in the amount of \$16,551.90"**

#### Introduction and History

Among the items provided by the City for the new fire station is the security system. This security system provides badge access to 5 doors, including the new community room. After evaluating several proposals, Apex was selected to provide the system for both city hall and the fire station. .

#### Sustainability

No impact.

#### Financial Impact

The funds for this purchase are included in the fire station budget and will be coming from the bond.

#### Attachment

Apex Proposal # APEX-5601

#### **Acceptance**

---

Neil Bradshaw, Mayor  
City of Ketchum



Modified: 6/16/2021  
Revision: 0  
Proposal #: APEX-5601  
Account Rep: Chris Kelley

## Ketchum Fire Station #1- Security Bid

**Ketchum Fire Station**

**Presented By:**



**Apex Integrated Security Solutions, Inc.**

187 E. 50th Street  
Garden City, Idaho 83714  
208-378-9650  
[www.apexintegratedsecurity.com](http://www.apexintegratedsecurity.com)

*This document is proprietary and confidential and is not to be copied or distributed without prior written approval from Apex Integrated Security Solutions (AISS). This document is submitted with the understanding that it will be kept confidential between the Client and AISS and will be returned to AISS within 30 days if an agreement is not reached.*

## Scope of Work

THIS PROPOSAL IS PER SITE WALK WITH THE GENERAL CONTRACTOR ON 4/5/21 TO PROVIDE CARD ACCESS FOR 5 DOORS.

\* ACCESS CONTROL EQUIPMENT QUOTED ASSUMES CONNECTING TO THE CITY'S EXISTING LENEL ACCESS CONTROL SYSTEM.

\* CCTV EQUIPMENT ASSUMES THE CITY UPGRADING TO LENEL 8.0 AND USING MAGIC MONITOR FOR A UNIFIED PLATFORM FOR ACCESS CONTROL AND VIDEO.

### INCLUDED

- \* 1-LIFESAFETY 8 DOOR LOCK POWER SUPPLY WITH BATTERY BACKUPS
- \* 5- LENEL BLUEDIAMOND CARD READERS
- \* 5- DOOR CONTACTS
- \* 5- PIR REQUEST TO EXITS
- \* 8 HOURS OF TRAINING LABOR
- \* 2ND YEAR LENEL 32ES SOFTWARE SUPPORT TO ALLOW FOR FREE SOFTWARE UPGRADES IN YEAR 2.
- \* INSTALLATION AND PROGRAMMING
- \* ACCESS CONTROL CABLE AND CABLING
- \* TRAVEL AND PER DIEM

### EXCLUDED

- \* DOOR CONTACTS AND STROBES FOR FIRE ENGINE ACCORDION DOORS.
- \* CAMERAS AND LENEL CAMERA LICENSES, CAMERA CABLING
- \* SPEAKERS/ SPEAKER SYSTEM
- \* PANIC/ DOOR RELEASE BUTTONS
- \* ALERTING SYSTEM
- \* PROX CARDS
- \* ALL 120 VAC
- \* DOOR HANDLE SETS/ ELECTRIFIED LOCKING HARDWARE
- \* PREMIUM TIME (BEFORE OR AFTER NORMAL WORKING HOURS)
- \* PC'S OR SERVERS
- \* NETWORK SWITCHES, ROUTERS, HUBS, RACKS, ETC. UNLESS NOTED IN PROPOSAL. CONNECTIVITY TO THESE DEVICES TO BE SUPPLIED BY OWNER.
- \* CONDUIT OR RACEWAYS
- \* LIFT RENTAL
- \* PATCHING AND PAINTING
- \* ANY MATERIAL OR LABOR NOT SPECIFICALLY LISTED AS PART OF THIS PROPOSAL
- \* IP/LAN ADDRESS
- \* TROUBLESHOOTING AND REPAIR
- \* DOOR RECERTIFICATION IS EXCLUDED
- \* NETWORK POE SWITCH.
- \* AFTER NORMAL HOURS, WEEKENDS, OR HOLIDAYS

### PROJECT MOBILIZATION:

THE STANDARD LEAD TIME FOR PROJECT MOBILIZATION IS FOUR (4) WEEKS FROM THE DATE OF RECEIPT OF THE SIGNED ACCEPTANCE OF THIS PROPOSAL OR NOTICE TO PROCEED. THIS PROVIDES FOR THE ALLOCATION OF LABOR RESOURCES; ENGINEERING

\* Price Includes Accessories

APEX-5601

Presented By: Apex Integrated Security Solutions, Inc.

6/16/2021

Project: Ketchum Fire Station #1- Security Bid

Page 2 of 8

AND SUBMITTALS; AND THE ORDER AND RECEIPT OF NECESSARY EQUIPMENT FOR THE EFFICIENT COMPLETION OF THE INSTALLATION. IN THE EVENT AN EXPEDITED SCHEDULE REQUIRES UTILIZATION OF PREMIUM TIME LABOR AND/OR RUSH MATERIALS DELIVERY, THESE COSTS ARE NOT INCLUDED IN THIS SCOPE OF WORK AND WILL REQUIRE ADDITIONAL CHARGES. PRICING FOR THIS PROPOSAL IS PREDICATED ON FREE ACCESS TO THE AFFECTED WORK AREAS DURING NORMAL WORKING HOURS (8:00AM TO 5:00PM MONDAY THRU FRIDAY). IN THE EVENT ACCESS IS NOT AVAILABLE PER THE CONSTRUCTION SCHEDULE DUE TO THE REQUEST OF THE TENANT, OWNER AND/OR GENERAL CONTRACTOR, APEX INTEGRATED SECURITY SOLUTIONS. INC. WILL CHARGE FOR RE-DEPLOYMENT OF THE INSTALLATION CREW.

---

\* Price Includes Accessories







Presented By: Apex Integrated Security Solutions, Inc.

Project: Ketchum Fire Station #1- Security Bid

APEX-5601

6/16/2021

Page 3 of 8

Qty	Description	Installed Price
<b>Lenel Head End</b>		
	<b>1 Lenel LNL-1300-S3</b> Single Reader Interface Module (Series 3 - Supports OSDP Readers) 12/24 VDC, 1Reader interface, W/M, 2 inputs and 2 outputs relays (one of each, 2A and 5A) and cabinet tamper pigtail , RoHS, CE, C-Tick and UL294 certified.	
	<b>1 Lenel LNL-1320-S3</b> Dual Reader Interface Module (Series 2 Supports OSDP Readers)	
	<b>1 Lenel LNL-X2220</b> Intelligent Dual Reader Controller - 12 VDC or 24 VDC @ 700mA, size ( 6" (152mm) W x 8" (203mm) L x 1" (25mm)H), (5 year lithium battery or 3 months full run) 6 MB standard cardholder flash memory, 50,000 of Event memory, maximum of 32 devices, On-board Ethernet, on-board two door control, eight inputs, four outputs, cabinet tamper and power fault input monitors. RoHS, CE, C-Tick and UL 294	
	<b>1 LifeSafety Power LSP-8DR-E6M</b> LSP-8DR, E6M 30H X 23W ENCL, FITS FOUR LNL CONTROLLERS, 4A 12VDC SYSTEM AND 4A 24VDC LOCK, 8 AUX PTC AND 8 LOCK PTC OUTPUTS, FITS 8AH BATTERY SETS, UL CUL, LIFETIME WARRANTY	
	2 PowerSonic IM-1270 12v 7A Hour Backup Battery	
	<b>1 PowerSonic IM-1270</b> 12v 7A Hour Backup Battery	
<b>Lenel Head End Total:</b>		<b>\$5,191.08</b>

\* Price Includes Accessories

Presented By: Apex Integrated Security Solutions, Inc.

Project: Ketchum Fire Station #1- Security Bid

APEX-5601

6/16/2021

Page 4 of 8

Qty	Description	Installed Price
-----	-------------	-----------------

## Door Devices



### 5 Apex APEX LABOR: LOCK TERMINATION AND TESTING

Installation labor to terminate and test locking hardware. Locking hardware provided by others.



### 5 Bosch DS160

The DS160 Series consists of the DS160 Detector (lightgray) and the DS161 Detector (black) specifically designed for Request-to-exit (REX) applications. With features such as timers, door monitor with sounder alert, and pointable coverage, the DS160 and DS161 have the flexibility to meet the most stringent REX requirements. The exclusive Sequential Logic Input (SLI) provides added security that is not offered in any other REX device.



### 1 Bosch TP160

A light gray trim plate used when mounting the detector over a standard single-gang box.



### 5 GRI 180-12WG-W

Recessed 3/4" steel door/closed loop/wide gap/U/L fire rated



### 5 Lenel LNL-R11320-05TB

BlueDiamond Mobile US Single Gang. Multi-Tech, Bluetooth Low Energy for Lenel BlueDiamond Mobile smartphone credential, Mifare/DESFire EV1 Open Encoding, HID Proximity, LenelProx, and ProxLite. Connects to access panel via Wiegand, OSDP with Secure Channel encryption support, Terminal Block connection, Black



### 1000 Windy City Wire NJ446100

Access Control Cables -Plenum. Individual lock power, door contact, card reader, and request to exit cables into a single convenient jacketless bundle

**Door Devices Total:** \$7,829.79

## System Training



### 1 Apex APEX INSTALLATION LABOR - CUSTOMER TRAINING

**System Training Total:** \$739.20

\* Price Includes Accessories

Presented By: Apex Integrated Security Solutions, Inc.

Project: Ketchum Fire Station #1- Security Bid


APEX-5601

6/16/2021

Page 5 of 8

Qty	Description	Installed Price
-----	-------------	-----------------

## 2nd Year Software Support

	<b>1 Lenel LNL-SUSP-W-ES</b>	
	Covers 32ES, 32ESI, & IDES Systems: All updates and upgrades are included. NOTES: 1. Software Upgrade and Support Plans (SUSP) are not available for purchase if the state of the current system is on an unsupported version of OnGuard. Unsupported versions of OnGuard are more than three years old from the commercial release date. 2. Lapsed SUSP Coverage: For any System that has allowed their Software Upgrade and Support Plan to lapse in continuous coverage. In this case, a System is allowed to upgrade to the latest software version available by purchasing a Support Plan for each year of support needed to bring the End-User's system current. Software only upgrades are not sold separately. For example, the SUSP coverage expired on 5/1/2010. One SUSP must be purchased for each year in order to bring the system up to a valid one year support plan (Base System + SUSP Additions). If the current date is 3/1/2012, then three years worth of SUSP must be purchased to bring the system cur	
<b>2nd Year Software Support Total:</b>		<b>\$168.00</b>
<b>Project Subtotal:</b>		<b>\$13,928.07</b>

## Miscellaneous Items

Qty	Description	Total Price
1	Shipping and Handling	\$58.83
1	Travel and Per Diem	\$2,565.00
<b>Miscellaneous Total:</b>		<b>\$2,623.83</b>

## Project Summary

<b>Total Installation Price:</b>	<b>\$13,928.07</b>
<b>Misc. Costs:</b>	<b>\$2,623.83</b>
<b>Grand Total:</b>	<b>\$16,551.90</b>

\* Price Includes Accessories

Presented By: Apex Integrated Security Solutions, Inc.

Project: Ketchum Fire Station #1- Security Bid

APEX-5601

6/16/2021

Page 6 of 8

## Standard Terms and Conditions of Sale

**1. Agreement.** The sale and provision of equipment and services (the "Project") described in the proposal, to which this document makes reference below (the "Proposal"), are sold and provided by Apex Integrated Security Solutions, Inc. ("Apex") upon the following terms and conditions. These terms and conditions are integral and shall govern all transactions with the customer identified below (the "Customer") relating to the Project, as if the same were fully set forth in the Proposal. This document, together with the Proposal and the applicable Software Support Agreement, shall constitute the entire agreement ("Agreement") between Apex and the Customer relating to the Project. Any attempt to amend or otherwise modify the terms and conditions of the Agreement by oral representations or agreements, course of dealing or Customer documents, including without limitation any purchase order or similar document, is hereby rejected and shall have no legal effect. Customer acknowledges that the Agreement was received and reviewed by Customer in advance of any document generated by Customer.

**2. Price and Terms.** Prices quoted by Apex in the Proposal shall be binding for thirty (30) days from date of the Proposal. Payment terms are net thirty (30) days from the date of invoice. Upon receipt of Customer's signature on the Agreement, Apex may immediately invoice Customer for an amount equal to fifty percent (50%) of (a) the cost of the entire Project, or (b) the cost of the equipment included in the Project, whichever is greater. Apex may delay commencement of work, unless and until such initial invoice is paid in full. Upon completion of the Project, Apex shall prepare a final invoice; provided, however, that if the Proposal provides for progress billing, Apex shall prepare interim invoices, in which case such interim invoices must be paid in full prior to Apex commencing the next phase of the Project. Apex hereby expressly reserves the right to deactivate or otherwise disable software installed as part of the Project, unless and until all outstanding invoices are paid in full.

**3. Taxes.** Prices quoted in the Proposal exclude sales, use, excise and all other taxes, licenses, permits and other fees, unless otherwise expressly stated in the Proposal. Any such taxes or fees imposed by local, state or federal taxing authorities shall be added to quoted prices in all cases, except where Customer provides an appropriate tax exemption certificate. Customer shall be ultimately responsible for the payment of all applicable taxes and fees relating to the Project, irrespective of whether the same are included in Apex's invoice or not.

#### **4. Limited Warranties and Limitations of Liability.**

**a. Equipment and Software.** Equipment and software installed by Apex as part of the Project may be warranted by the manufacturer of such equipment or software. Apex shall convey all such factory warranty information to Customer and, in the event of a claim, shall assist Customer to a commercially reasonable extent in communicating with the applicable manufacturer and resolving such claim; provided, however, Apex offers no warranty with respect to any equipment or software included in the Project and shall not be liable for the payment of any amount with respect thereto. In addition, there shall be no warranty with respect to consumable items, including without limitation fuses, batteries and cards, used in connection with the Project.

**b. Services.** Apex warrants to the original Customer that all services provided by Apex in connection with the Project shall be free from defects in workmanship for a period of one (1) year from the date such services are provided.

**c. Notice.** Customer shall provide Apex with written notice of any warranty claim not more than ten (10) days from Customer's discovery of the defect relating to such claim.

**d. Remedies.** Customer's sole and exclusive remedy for equipment and software warranty claims shall be the remedy set forth in writing by the applicable manufacturer and as may be performed by such manufacturer upon submission of a claim by Customer. Customer's sole and exclusive remedy for service warranty claims shall be, at Apex's option and in its sole discretion, either (a) correction of the defective work by Apex, or (b) refund of that portion of the Project cost directly attributable to the defective work.

---

\* Price Includes Accessories

Presented By: Apex Integrated Security Solutions, Inc.

Project: Ketchum Fire Station #1- Security Bid

APEX-5601

6/16/2021

Page 7 of 8

e. **Limitations and Exclusions.** The limited warranties set forth above are not transferable and shall not cover normal wear and tear, or damage resulting from shipping, storage, abuse, neglect, accidents, alterations, work performed by other service providers or improper operation. THERE SHALL BE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF EXPRESS WARRANTIES ON THE FACE HEREOF AND IN THE APPLICABLE MANUFACTURER'S WRITTEN WARRANTIES RELATING TO EQUIPMENT AND SOFTWARE. APEX HEREBY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

FURTHERMORE, THE CUSTOMER HEREBY ACKNOWLEDGES AND AGREES TO THE EXCLUSIVE REMEDIES SET FORTH ABOVE AND HEREBY WAIVES ANY CLAIMS TO DAMAGES, INCLUDING WITHOUT LIMITATION, ANY PUNITIVE, DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, WHETHER ARISING FROM TORT, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY.

## **5. General.**

- a. The Agreement shall not be assigned by Customer without the prior written consent of Apex. Any attempt by Customer to assign any of the rights, duties or obligations hereunder without such consent shall be void.
- b. Customer acknowledges that it has not been induced to enter into the Agreement by any representation or warranty not set forth in the Agreement.
- c. If any portion of the Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions thereof shall remain in effect.
- d. If either party fails to enforce any right or remedy available to it under the Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party.
- e. The parties agree that the Agreement was negotiated and executed in the state of Idaho. Idaho law shall govern the Agreement and the parties hereby submit to the jurisdiction of the state and federal courts located in Idaho.
- f. The Agreement is for the benefit of the parties hereto only and is not intended, and shall not be construed, to create any third-party beneficiaries.

**The undersigned Customer hereby accepts and agrees to the terms and conditions set forth above, to the Proposal and to any applicable Software Support Agreement and/or Full Service Agreement entered into by the parties in connection with the Project:**

\_\_\_\_\_  
Client Signature: Ketchum Fire Station

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Billing Contact

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contractor Signature: Apex Integrated Security Solutions, Inc.

\_\_\_\_\_  
Date

\* Price Includes Accessories

APEX-5601

Presented By: Apex Integrated Security Solutions, Inc.

6/16/2021

Project: Ketchum Fire Station #1- Security Bid

Page 8 of 8





## City of Ketchum

July 6, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Contract #20669 with Neurilink**

#### Recommendation and Summary

Staff requests Council authorize the Mayor's signature on Contract #20669 with Neurilink to provide audio visual equipment and installation in the Council meeting room at the new city hall for \$84,175.

"I move to authorize the Mayor to sign Contract #20669 for \$84,175 with Neurilink for audio visual equipment and installation at new city hall."

The reasons for the recommendation are as follows:

- The city intends to relocate to the new city hall by late September 2021.
- The meeting room must meet the functional expectations of the City Council, other city commissions and the public.
- The fee for Neurilink's services is included in the Council approved costs for direct expenses related to the project.

#### Introduction and History

At the June 7 meeting, City Council approved a not-to-exceed budget of \$485,625 for new city hall direct expenditures. Included in that budget was an estimated \$84,000 line item for audio visual equipment for the City Council meeting room.

With the continuing use of virtual meetings, it is important to have adequate technology for city meetings to ensure all members of the public can view, hear clearly, and participate. Staff has been working with Neurilink over the past several months to develop a system that will meet those requirements.

The contract includes repurposing some of the existing equipment in Council chambers and installing a dedicated source for running Zoom meetings. Also included are 6 displays, 2 cameras for live stream capabilities and rechargeable wireless microphones. Replacing the existing mics with wireless mics and docking station will allow for multiple configurations of the room for other uses and eliminate the need for batteries.

#### Sustainability Impact

There is no sustainability impact.

#### Financial Impact

This cost is associated with the not-to-exceed budget for direct project expenses, which exists in the CIP fund balance and General Fund Balance

Attachments:

Contract #20669



CONTRACT #20669

# Proposal:

## Audio Visual Solutions

Proposal No. 137856 v.6

6/28/2021

**Prepared For**

Lisa Enourato  
Public Affairs & Admin Services Manager  
City of Ketchum

**Prepared By**

GREG BRIDGES  
Account Executive | neurilink  
C: 208.891.4561 | D: 208.203.3399

# Project Overview

## SCOPE OF WORK

### 1.1. Functional Description and Narrative: Council Chambers

- Uninstall all equipment being repurposed from existing Council Chambers and re-install in new location.
- Replace projector with dual 65" commercial grade NEC display at the front of the room.
- Addition of four 55" commercial grade displays installed back-to-back on the columns in the middle of the room, mirrored to the main display. Installed on ceiling mounts.
- Add new ceiling mounted PTZ camera with USB extension back to equipment rack.
- Install 2<sup>nd</sup> PTZ camera at front of room to focus on presenter.
- Install 5 new Crestron speakers and audio amplifier. In-ceiling speakers will reproduce program and far end audio,
- The Crestron DMPS-300 will be upgraded to a new DMPS3-4K-350, along with a new 10" touch panel for controlling the system.
- Audio conferencing will be provided from the 7" touch panel for dialing, flash, etc.
- A single 7" touch screen will be wall mounted for control over the system.
- A Crestron UC Flex Zoom engine will be integrated into the system to have a dedicated source for running Zoom meetings.
- Upgraded from owner furnished Tesira FORTE AVB VI (fixed I/O DSP) to a modular card-based server chassis to handle additional microphone and audio inputs.
- Replace existing wired microphones with new Shure Microflex 12 channel wireless system, including 12 gooseneck desktop microphones with charging/docking station.

## CUSTOMER FURNISHED EQUIPMENT

- See Appendix Below

# Support Agreement

## Elite Protection

- Elite protection is our white-glove support. This annual support contract entitles you to:
- **10 HOURS** on site support
- Unlimited Tier 1 and 2 phone support
- 2-hour return call response time (during normal business hours)
- 24-hour on-site response (during normal business hours)
- 2 preventative maintenance inspections per year
- Waived hourly travel fees
- Complementary shipping associated with returned and/or repaired items
- View and manage your open tickets through your service portal

## Price Summary

City Hall Upgrades (Best)	
Product	\$ 61,197.78
Miscellaneous Materials	\$ 793.51
<b>Materials Subtotal</b>	<b>\$ 61,991.29</b>
<b>Services Subtotal</b>	<b>\$ 19,030.20</b>
Service Hours	\$ 2,660.00
<b>Support Subtotal</b>	<b>\$ 2,660.00</b>
Freight	\$ 493.51
<b>Ancillary Subtotal</b>	<b>\$ 493.51</b>
Pretax Total	\$ 84,175.00
Tax	\$ -
<b>Total</b>	<b>\$ 84,175.00</b>

## Exclusions

The following work is **not included** in our Scope of Work.

- Any necessary ceiling modifications for the projector and screen including T-Bar refinishing
- Ceiling tile replacement and or repair
- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Pre/Post Tensioned Ceilings/ Floors identification
- All millwork (moldings, trim, cut outs, etc.)
- Furniture modifications (table cuts, credenza cuts, etc.)
- Painting and patching

## Client Responsibilities

- **Site Access.** Client to provide all required permits, passes or identification procedures for Neurilink personnel to gain site access.
- **Building Access.** There is ready access to the building / facility and the room(s) for equipment and materials.
- **Network.** All Network configurations including IP addresses, where needed, are to be provided, operational and functional before system commissioning. Neurilink will not be responsible for testing the LAN connections.
- **Secure Storage & Ownership.** Client shall take possession and responsibility of all equipment upon delivery and acceptance. Any loss due to theft or vandalism is the Client's responsibility and shall be replaced at the Client's expense. Neurilink is not liable for storage of the products once they have been delivered to the Client Location.
- **Drop Ship.** Should equipment be sent directly to the customer location the equipment is FOB Destination and Client is responsible for acceptance and storage of all drop shipped equipment.
- **AC Power.** All AC power, including power cabling, equipment, receptacles, floor boxes, risers, conduit between risers, raceways, etc., will be furnished, installed and made available at the required locations by others. Neurilink does not install any high-voltage wiring and; therefore, cannot install, connect, repair or add electrical outlets.
- **Ceiling Tiles.** Replacement ceiling tiles are the responsibility of the client.
- **Pre/Post-Tensioned Ceilings/Floors.** Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation to Company. Client is responsible for any required x-rays of areas in which installation shall take place.
- **Floor Penetrations.** Installation of any box, poke-thru, core/wire path, or other devices requiring modification of floor surface that are required for cable path.
- **Finishes.** Any installation, repair, patch, paint, re-texturing or trimming of walls, ceilings and/or finish carpentry is to be performed by others and is the Client's responsibility.
- **Parking.** Client will provide adequate parking for Company vehicle(s) in a location conducive to access the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, client will validate the parking fees for Company vehicle(s).
- **Training.** Scheduling all necessary employees for system training.

## Assumptions

- **Owner-Furnished Equipment (OFE).** Any owner furnished equipment shall be available for testing of system audio/video connections and will integrate with the purchased equipment and system(s). Any owner-furnished equipment shall be in good working order. Cost to repair or replace defective equipment shall be in addition to the proposed cost herein. If during the installation process such hardware/wiring is found to be defective, it is understood that the completion date of the project may be affected, and a Change Order may be required to overcome the complication(s) created by such defects.
  - **Consumer Displays.** If consumer grade flat panel displays (TVs) are specified by the end user as part of the integration project and they prove to be defective or incompatible with the proposed system, a change order may be issued to correct the problem. Please note using consumer displays in a commercial environment may void or reduce manufacturer warranties.
- **Staffing.** This proposal is based on a continuous work cycle, with no delays, performed during normal working hours. Monday through Friday, excluding company holidays. Any work performed outside normal business hours may incur additional costs.
- **Firmware.** Manufacturer equipment latest firmware updates will be performed during the course of the installation. No Manufacturer firmware will be incorporated after Substantial Completion (equipment/room available for Client's functional use) has been achieved. Further firmware updates are the Client's responsibility, unless covered under a Service Agreement, or Neurilink can be contracted on a time and materials basis to perform further updates. It should be noted that a firmware update on one piece of equipment may require other items to be updated in order to maintain system integrity and optimum functionality.
- **Documentation & Drawings.** Neurilink will provide a thumb drive with operation manuals, warranty documents, system schematics and wiring diagrams in Adobe Acrobat (PDF) format upon completion of project, when requested by client.

## Amendments of Design or Contract

- Any changes made to the Scope will require a Change Order, executed by an authorized signatory of the Client.
- It is understood by the Client that any changes made may affect delivery timetables and work schedules.
- Any Equipment that has been ordered for a project that falls within the Scope and is not used as a result of any Client changes to the design or refused by the Client at the time of delivery are subject to a minimum of 20% restocking fees, plus any incurred freight charges. For the avoidance of doubt, it is understood that some equipment is custom and cannot be returned and Company reserves the right to designate Equipment as non-returnable.

# Appendix 1

<b>City Hall Upgrades – Council Chambers</b>		
Owner Furnished Equipment: PoE Capable LAN @ Rack Location	1.00	\$ -
Owner Furnished Equipment: 15A 120VAC duplex @ Display Location	3.00	\$ -
Owner Furnished Equipment: 15A 120VAC duplex @ Rack Location	1.00	\$ -
Owner Furnished Equipment: Dais	1.00	\$ -
Owner Furnished Equipment: Tesira Forte AVB VI	1.00	\$ -
Owner Furnished Equipment: Atlona HDMI Transmitter	1.00	\$ -
Owner Furnished Equipment: Shure PG24/PG58	1.00	\$ -
Owner Furnished Equipment: Flex Mic	2.00	\$ -
Owner Furnished Equipment: Mic Wallplate	1.00	\$ -
Owner Furnished Equipment: Extron P2DA2P	1.00	\$ -
Owner Furnished Equipment: PC	1.00	\$ -
Owner Furnished Equipment: Laptop	1.00	\$ -
Owner Furnished Equipment: VGA Extender	1.00	\$ -
Owner Furnished Equipment: HDMI Converter	1.00	\$ -
Owner Furnished Equipment: Epiphan pearl2 mini	1.00	\$ -
Owner Furnished Equipment: ubiquiti es-8-150w	1.00	\$ -
Owner Furnished Equipment: Projector	1.00	\$ -
Owner Furnished Equipment: Vaddio WallVIEW 100 PTZ	1.00	\$ -
Owner Furnished Equipment: DMPS-300-C	1.00	\$ -
Owner Furnished Equipment: Crown Amp	1.00	\$ -
Owner Furnished Equipment: JBL 26CT	5.00	\$ -
Owner Furnished Equipment: TSW-750-B-S	1.00	\$ -
Owner Furnished Equipment: Shure 418D/C	7.00	\$ -
NEC 65" LED Display, 3840x2160, 18/7	2.00	\$ 2,973.60
Chief Large FUSION Micro-Adjustable Tilt Wall Mount	2.00	\$ 489.06
NEC 55" LED Display, 3840x2160, 18/7	4.00	\$ 4,780.80
FUSION™ Large Flat Panel Ceiling Mount	4.00	\$ 1,064.08
Chief 12-18" Adjustable Extension Column (White)	4.00	\$ 397.18
Chief 8" Ceiling Plate with Adjustable 1.5" NPT Column (White)	4.00	\$ 508.04
Crestron 4K DigitalMedia 8G+ Receiver & Room Controller 100	2.00	\$ 1,111.50
AVer CAM520 Pro2 Video Conferencing Camera	2.00	\$ 2,496.65
Vaddio QuickCAT Universal Suspended Ceiling Camera Mount	2.00	\$ 936.75
Crestron USB Over Cat Cable Extender, Local & Remote	2.00	\$ 1,235.00
Crestron 4K DM Matrix Switcher	1.00	\$ 6,669.00
Crestron High-Efficiency Power Pack	2.00	\$ 370.50
Crestron 10.1 in. Wall Mount Touch Screen, White Smooth	1.00	\$ 1,729.00
Crestron Amplifier, 1/2/4 Channel, 70/100V, 4/8 Ohm	1.00	\$ 494.00
Saros Integrator 6.5" 2-Way In-Ceiling Speaker, White Textured, Single	5.00	\$ 487.50
Biamp Tesira DSP Server w/ up to 48 Channels of I/O, 1 AVB-1 Network Card	1.00	\$ 4,586.40
Biamp Tesira 4 Channel Mic/Line Output Card	2.00	\$ 401.86

Biamp Tesira 4 Channel Mic/Line Input Card w/ Acoustic Echo Cancellation	5.00	\$ 2,315.04
Biamp Tesira 2 Line VoIP Telephone Interface Card	1.00	\$ 398.11
Biamp Tesira 64x64 Dante Module (Card Kit)	1.00	\$ 922.27
Crestron Flex UC Video Conference Kit w/ ZR Software	1.00	\$ 3,828.50
Crestron 4K DigitalMedia 8G+ Receiver & Room Controller 100	2.00	\$ 1,111.50
Crestron 1:4 4K HDMI® to DM 8G+® & HDBaseT® Splitter	1.00	\$ 1,667.25
Shure 8 Channel Access Point Transceiver	1.00	\$ 2,902.25
Shure 4 Channel Access Point Transceiver - Z10 1920 - 1930 MHz	1.00	\$ 2,244.00
Shure 8 Channel Networked Charging Station	3.00	\$ 4,538.63
Shure Wireless Desktop Base Transmitter	12.00	\$ 5,928.00
Shure Gooseneck Mic	12.00	\$ 3,112.20
Shure Wall/USB Charger for MXW mics, +6' USB-A cable	12.00	\$ 207.48
Cat 6 Wire, White, Shielded, Plenum, White, 23-4	500.00	\$ 433.32
23 AWG 4 Pair Bare Copper, Non-Shielded Plenum Rated Category 6	500.00	\$ 195.83
Extron Shielded Cat6-RJ45 Plug Extron XTP DTP 24 (10 pk)	2.00	\$ 83.33
16/2 Wire, White, Plenum, Unshielded	500.00	\$ 139.16
Composite 22 AWG 1 pr shield & 18 AWG 2 cond- Plenum	200.00	\$ 103.33
Windy City Wire 22/2 Control Wire- Black	1,000.00	\$ 136.66
Hardware Charge for Medium Rack (17-27 RU)	1.00	\$ 200.00



## TERMS & CONDITIONS

THESE TERMS AND CONDITIONS ("AGREEMENT") CONTAINS THE TERMS THAT ALLOW "CLIENT" TO USE THE SERVICES AND/OR EQUIPMENT TO BE PROVIDED BY NEURILINK, LLC., with principal place of business at 12586 W Bridger Street, Suite 100, Boise, ID ("COMPANY"). Client agrees that these terms represent, and Client is entering into a legally binding agreement. Client represents to Company that it is lawfully able to enter into contracts.

### GENERAL TERMS AND CONDITIONS

#### 1. Definitions.

- a. "Client Locations" mean all Client locations receiving Equipment or Services under the terms and conditions of this Agreement, including any new Client Locations that receive Services or Equipment during the Term.
- b. "Documentation" means user guides, plans, manuals or any other materials prepared by Company, whether in printed or electronic format, which instruct or otherwise support Client on the use of the Equipment or Services.
- c. "Equipment" means any physical asset or piece of hardware that has material existence, provided by the Company to Client for use in Client Locations.
- d. "Services" mean all subscriptions, software, labor, applications, information, and processes.
- e. "Authorized Signatory" means an employee of the Client that has the authority to approve and execute Agreements on behalf of the Client's legal business entity.
- f. "Scope" means the documentation that itemizes specific project(s) goals that includes at a minimum the Equipment and/or Services to be provided and the features and functionality of the Equipment and/or Services.
- g. "Proposal" is a document that defines the Services and Equipment to be provided to a client, the fees required to complete the Scope.
- h. "After Hours" are defined as Saturday and Sunday, and those hours before 8:00 am and after 5:00 pm Monday through Friday, including Federally recognized holidays.
- i. "Change Order" is defined as a revision(s) to an unfinished project Proposal(s) or Scope(s). Change Orders may or may not change the total project fees. Change Orders will include at a minimum a description of the change, a fee or fee structure, a signature block to be completed by an Authorized Signatory and a date of the execution of the Change Order.
- j. "Warranty Period" is the period of time that warrant no-charge return visits, service calls, repair, replacement or substitution of Services or Equipment.
- k. "Project Completion Form" is a form requiring execution from an Authorized Signatory that affirms completion of a Proposal.

2. **Workmanship.** All work performed by Company shall be in accordance with best practices. Company shall take all necessary precautions to ensure the safety, security, integrity and quality of all work performed, including but not limited to engineering, design and project management.

3. **Term.** This Agreement shall commence on the Effective Date of the Proposal(s) as executed by an Authorized Signatory and shall terminate ninety (90) days after the last date, indicated

on the Project Completion Form, that all obligations of the parties have been satisfied, up to and including, full payment for Services and Equipment as described in the Proposal(s), and Change Orders, if applicable. Final acceptance of Proposal(s) and Scope(s) completion will be executed via the Project Completion Form.

4. **Termination.** This Agreement may be terminated upon 30-day written notice with the mutual written consent of both parties, or if there has been a material breach of the terms of this Agreement. If a breach occurs then the breaching party will comply with the terms provided in Section 22, Default; Remedy.
5. **Effect of Termination.** In the event of a termination of the Agreement both parties agree that there will be no further force or effect, however, any termination regardless of timing, will not relieve the Client for any fees for Equipment or Services already provided, any past due invoices, or other agreed upon fees.

All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. For avoidance of doubt, the Warranty Period will survive the termination of this agreement in accordance with Section 8.

6. **Delays.** Company will use reasonable efforts to deliver all Services and Equipment as defined by the Scope(s) and Proposal(s) to Client. In the event of a delay, Company will advise Client as soon as possible of a new date for performance or installation. If the timetable for installation or performance of any Services or Equipment is delayed, then the timetable for installation or performance of the Services or Equipment will be extended for the period of time that the Services, Equipment or installation of Services or Equipment has been delayed as a result of such events: delay by Client in the performance of Client's responsibilities; an event of force majeure as described in Section 24; or in cases of a Change Order.
7. **Workmanship Warranty.** For the ninety (90) day period following the first day a Client Location has executed the Project Completion Form, providing final acceptance via the Project Completion Form, hereunder (the "Warranty Period"), Company warrants to Client that the equipment located at such Client Location will be free from material defects in materials and/or workmanship. During the Warranty Period, Company shall maintain and service all Equipment hereunder at no additional charge to Client (including any shipping charges related thereto), provided that such maintenance and service shall not include labor and component repairs required as a direct or indirect result of the improper or out of the ordinary use of the Equipment. During the Warranty Period, defective Equipment will be either repaired or replaced at Company's sole discretion. Any replacement Equipment, parts or products are warranted for the remainder of the original Warranty Period associated with the replaced or repaired Equipment. Client must promptly notify Company if there is a defect in material or workmanship. Company must receive notice of all defects before expiration of the Warranty Period. After the Warranty Period, for each piece of Equipment sold hereunder, Client shall be responsible for any costs associated with repair (including any component replacement and shipping charges).

8. **Equipment Warranty.** All manufacturers' warranties will commence upon the same date as executed on the Project Completion form and are subject to their respective terms and conditions.
9. **Acceptance.** Client acknowledges and agrees that Client is responsible for ensuring that all Equipment and Services performed or received are accurate and meet Client's requirements. Unless the parties agree to alternative acceptance criteria in writing, Client will be deemed to have fully accepted all Equipment & Services upon completion of the defined Scope and execution by an Authorized Signatory via a Project Completion Form.
10. **Payment Terms.** For all Services and Equipment provided hereunder, Client shall pay Company as set forth in Proposal(s), defined by the Scope(s), and delivered to Client and executed by an Authorized Signatory. Client shall pay for expenses related to shipping, Services, and Equipment to the Client Locations. All invoices will be due net 30 unless otherwise noted.
- a. Prior to the date that Client first receives Services or Equipment, Client shall pay to Company a deposit equal to the fifty percent (50%) of the agreed upon project Scope set forth in Proposal(s) that is executed by an Authorized Signatory, prior to the start of any project, if the Proposal is in excess of \$9,999. When Substantial Completion (equipment/room is available for Client's functional use) has been achieved the Client shall be invoiced for the remaining balance which may incorporate Change Orders, cost overruns or related expenses.
  - b. If any bank or financial institution refuses to honor any payment to the Company, Client shall pay all costs of collection, before and after judgment, including, but not limited to, court costs, and reasonable attorney fees (including those incurred in defense of any claim brought by Client or incident to settlement or any action or proceeding involving Client brought pursuant to the United States Bankruptcy Code).
  - c. In order to establish an account with Company, Client authorizes Company to inquire into Client's creditworthiness by checking with credit reporting agencies. If Client is delinquent in any payment to Company, Client also authorizes Company to report any late payment or nonpayment to credit reporting agencies. Client must notify Company immediately of any change in Client's name, billing or business address, e-mail address, telephone number or credit card information.
11. **Taxes.** Client is solely responsible for payment of any taxes (including sales, use, and property taxes) resulting from the provision of the Services or Equipment, other than taxes based on the gross or net income of Company. Client shall indemnify, defend, and hold Company, its officers, directors, and employees harmless from and against any and all claims and liabilities arising from or related to Client's failure to report or pay such taxes.
12. **Service Visits.** If Client requests a service visit or an on-site service unrelated to the current, existing or unfinished Proposal(s) or Scope(s) (either prior, during or subsequently) at a Client Location, Client agrees to pay the costs (including then-current labor rates) of any such visit, unless a Neurilink maintenance agreement is in place with sufficient credit available to cover such visit.
13. **Confidentiality.** The Company and Client acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the parties in connection

with the preparation and performance of this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information and without obtaining the written consent of the other party shall not disclose any relevant confidential information to any third parties except for information that (a) is in the public domain (other than through the receiving party's unauthorized disclosure); or (b) is under the obligation to be disclosed pursuant to the applicable law(s) or regulations or orders of the court or other government authorities.

All obligations related to this section shall survive the termination of this Agreement for a period of five (5) years.

14. **Use of Marks.** The Client shall grant the Company permission to use the Client's name and logo on promotional materials which may include but are not limited to brochures, website, and presentations. The Client grants the Company permission to use a description of services rendered in the connection with proposal and bid documentation.
15. **Assignment.** Neither party may assign either this Agreement or any of its rights, interest, or obligations hereunder without the prior written permission of the other parties. Written notice of such assignment will be in writing and delivered no later than thirty (30) days prior to effective date of such assignment.
16. **Indemnification by Company.** Company shall indemnify, defend, and hold Client and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Client and arising out of or relating to (i) any material breach by Company of Company's representations and warranties, agreements and covenants contained in this Agreement solely as they relate to Company provided Services or Equipment or (ii) infringement of any United States issued patent, registered copyright, or registered trademark. Notwithstanding the foregoing, Company shall have no obligation to indemnify Client with respect to any claims or damages arising out of or resulting from (i) any use of the Services or Equipment by Client or any third party in violation of the terms of this Agreement; (ii) Client's gross negligence or willful misconduct; (iii) any modifications to the Equipment by any person or entity other than Company or Company's authorized representative; (iv) any unauthorized use by Client or any third party; (v) any use in combination with other hardware, to the extent any alleged infringement is caused by such combination.
17. **Indemnification by Client.** Client shall indemnify, defend, and hold Company and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Company and arising out of or relating to any breach or violation by Client of Client's representations, warranties, agreements or covenants contained herein.
18. **Indemnification Procedures.** The party claiming indemnification pursuant to this section (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") of any such claim of which it becomes aware and shall: (i) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any such claim, (ii) at the Indemnified Party's expense, be entitled to participate in the

defense of any such claim, and (iii) not settle or compromise any claim, action or allegation without the prior written consent of the Indemnifying Party. The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defense and settlement of any such third-party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that admits liability on the part of the Indemnified Party without the prior written consent of the Indemnified Party.

19. **Waiver; Severability.** The failure of either of party to enforce any provision of this Agreement or to exercise any right or remedy hereunder shall not be considered to be a waiver of any such right or remedy or of any subsequent breach of this Agreement. No provision of this Agreement may be waived except by written agreement of each party. If any provision of this Agreement violates any law or becomes unenforceable, then such provision shall be deemed modified or excluded to the extent necessary so that it is no longer in violation of law or unenforceable. The remaining provisions of this Agreement shall remain binding on the parties.
20. **Disclaimer of Warranties.** THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN SECTION 7 & 8 ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT COMPANY HAS NOT MADE, AND CLIENT IS NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO CLIENT REGARDING THE VALUE OF THIS AGREEMENT OR THE SERVICES AND PRODUCTS TO CLIENT OR CLIENT'S ABILITY TO USE SUCH SERVICES OR PRODUCTS PROVIDED HEREUNDER TO ITS ADVANTAGE, PROFITABILITY OR BENEFIT. DUE TO THE COMPLEX NATURE OF HARDWARE AND SOFTWARE IN GENERAL, COMPANY DOES NOT WARRANT THAT THE SOFTWARE, SERVICES OR THE DOCUMENTATION ARE COMPLETELY ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS, OR WILL OTHERWISE MEET CLIENT'S NEEDS.
21. **Limitation of Liability.** IN NO EVENT SHALL COMPANY (OR COMPANY'S SUPPLIERS OR LICENSORS) BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS AND WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING THE PROVISION, USE OR INABILITY TO USE THE EQUIPMENT, SERVICES, OR SOFTWARE EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO CLIENT ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT TO COMPANY UNDER THIS AGREEMENT.
22. **Default; Remedy.** If either party materially breaches this Agreement for any reason, then the non-breaching party shall notify the breaching party of such breach in writing. The breaching party will have thirty (30) days from receipt of such notice to remedy the breach. If, after the thirty (30) day remedy period, the breach has not been cured, the non-breaching party, in its sole discretion and in addition to its other remedies, may terminate this Agreement. If Client is

the breaching party, Company may withhold Services or Equipment in whole or in part upon the occurrence of the breach. The breaching party shall reimburse the non-breaching party for all out-of-pocket costs and expenses incurred in connection with non-breaching party's exercise of its rights under this Agreement, including without limitation, its costs of collection and reasonable attorneys' fees and costs. Client acknowledges and agrees that if at any time Client is late in the payment of any amount due to Company, (a) Company may withhold Services or Equipment to the Client until such time as Client pays all amounts due and owing to Company, (b) the full and regular fees associated with the Services or Equipment shall continue to accrue notwithstanding the fact that the Services and Equipment are being withheld, and (c) Company will not be obligated to provide retroactive Services once Client pays the balance of payments due and owing to Company.

23. **Notice.** Any notices permitted or required pursuant to this Agreement shall be deemed effective if made in writing and sent via recognized postal service or digital delivery system such as email, to the Client's Authorized Signatory and to the Company at the following address:
- a. Neurilink, LLC  
Attn: Bill Smith  
12586 W. Bridger Street  
Suite 100  
Boise, ID 83713
24. **Force Majeure.** Except for payments due from Client to Company hereunder, neither party shall be liable for delays in performance due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes or other casualties, strikes or other labor troubles. A party so delayed shall promptly inform the other party in writing of such event and of the date by which its performance may reasonably be expected to resume.
25. **Survival.** All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.
26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without giving effect to the conflict of laws principles thereof.

<b>Project Budget</b>	\$84,175.00
<b>Date Issued</b>	6/28/2021 This proposal expires 30 days after the date issued.
<b>Project Commencement</b>	Project will begin once this document is signed and returned to your account executive.
<b>Project Location</b>	Ketchum City Hall Address - TBD Ketchum, ID

Client:  
City of Ketchum  
480 East Ave.  
  
Ketchum, ID 83340

Company:  
Neurilink, LLC  
12586 W. Bridger St.  
Ste 100  
Boise, Idaho 83713

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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



City of Ketchum  
City Hall

July 6, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to adopt Emergency Ordinance 1222 and provide staff direction regarding potential ordinance related to Short-term Rental Units**

Recommendation and Summary

The Council directed staff to return with an ordinance which would amend the Zoning Code to allow for limited duration occupancy of a recreational vehicle located on private property. The Council also supported staff investigating an ordinance to regulate short-term rentals based on the cities of McCall and Sandpoint. Staff is seeking guidance on a potential ordinance but is not requesting formal action.

**Motion #1: "I move that portions of Idaho Code 50-902 requiring an ordinance to be read on three different days, be dispensed with; that the record show it has been read the third time"**

**Motion #2: "I move to approve emergency ordinance 1222"**

Introduction and History

The Council hosted a community conversation on May 28<sup>th</sup> to solicit ideas associated with the current community housing crisis. Both of these topics were referenced by community members.

**Utilization of RVs on Private Property**

Currently, camping in residential zoning districts is not permitted. Ordinance 1222 would allow camping in all residential and tourist districts subject to approval of an administrative use permit. Conditions for obtaining a permit include:

1. RV must be located on private property and may not be within the public rights of way.
2. No more than six months in any calendar year; no occupancy November 30-March 15.
3. Occupant must be either an Idaho resident who is locally employed, a caregiver for the household or family member of the household. Locally employed can be further defined as individual who is dependent on the local economy for livelihood. This does not include remote or virtual work out of the area.
4. RV cannot be used for short-term rental occupancy.
5. Sewage must be disposed on a regular basis at designated RV dump stations.

The City Attorney has recommended the Council find the current need for interim housing as an emergency. If such determination is made, staff will implement the zoning change via a Temporary



Certificate of Occupancy. This would create a system for tracking the interim RV use and require the property owner to commit to the conditions outlined above. It is important to note that only one RV would be allowed per residential building. Staff recommends this change to the zoning code be on a trial basis in which staff would monitor utilization and any associated issues and return to the Council to provide updates.

### **Ordinance regulating Short-term Rental Units**

Currently under city code, short-term rental units are required to obtain a business license and remit local option tax. Several Idaho resort cities have similar requirements. It is important to note, that we currently have very low compliance with owners obtaining a business license. Compliance enforcement is hampered by the lack of a third-party database. The city does receive remittance on LOT from both reservation platforms and individual owners. Staff has recently engaged several firms specializing in this field to determine if we can implement further enforcement best practices. In initial discussions, the following statistics apply to short-term rental activity within the city limits:

- 906 total listing and 721 unique rental units
- 41% are single family homes
- 57% are multi-family
- 2% unknown

In 2017, the Idaho Legislature enacted the following new state law which sought to restrict cities in their ability to regulate short-term rentals:

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

*(2) Neither a county nor a city can regulate the operation of a short-term rental marketplace”*

The City Attorney has reviewed the ordinances of McCall and Sandpoint who enacted additional regulations beyond the requirement of business licenses and LOT payment. Attached are the findings and policy discussion points for the Council to consider in order to provide guidance to city staff.

### **Sustainability Impact**

Workforce housing has a direct correlation on the decrease of trip generation and the associated carbon footprint. A national best practice is to create local housing choices so as to limit total family budget impact between transportation and housing costs in order to address other needs such as health care, childcare, etc.

### **Financial Requirement/Impact**

Staff is still completing due diligence on the short-term items to determine a reasonable cost estimate and the most appropriate funding source (in lieu housing fund, federal COVID funds, CIP).

### **Attachments**

1. Emergency Ordinance 1222.
2. Draft ordinance regulating short-term rentals

**CITY OF KETCHUM  
ORDINANCE NO. 1222**

**AN EMERGENCY ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FINDING AN IMMINENT PERIL TO THE PUBLIC WELFARE AND BUSINESS DUE TO A SIGNIFICANT WORKFORCE HOUSING SHORTAGE; APPROVING ON A TEMPORARY BASIS FOR USE OF RECREATIONAL VEHICLES AS HOUSING IN CERTAIN ZONES; PROVIDING AN ADMINISTRATIVE USE PERMIT SYSTEM FOR RECREATIONAL VEHICLE HOUSING/CAMPING ON PRIVATE PROPERTY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A POSTING AND PUBLICATION PROCESS AND EFFECTIVE DATE; AND PROVIDING FOR IMMEDIATE EFFECT AND AN EFFECTIVE PERIOD OF 182 DAYS.**

**A. FINDING OF IMMINENT HARM TO THE PUBLIC WELFARE.**

The City Council hereby finds that an imminent harm to the public welfare exists caused by significant growth within the City that has had substantial impacts upon real property values. These property values have further impacted the already limited availability and affordability of workforce housing. These housing impacts detrimentally affect the local economy and public welfare as all sectors of business and government are challenged to sustain and retain their workforce.

Additionally, these housing impacts present harms to the public health and safety due to travel and traffic impacts when the workforce is in a situation of living in and traveling from areas substantially outside the City. For these reasons, the City is in immediate need of options to allow for increased provision and availability of housing to mitigate the impacts.

Currently the Ketchum Municipal Code does not permit or provide for the use of recreational vehicles as housing. The City Council hereby finds it desirable to immediately provide for the ability of recreational vehicles as housing, under specific circumstances and on a permit basis, to seek to ameliorate the current workforce housing shortage.

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

**Section 1. AMENDMENT OF DISTRICT USE MATRIX OF TITLE 17, CHAPTER 12 OF KETCHUM MUNICIPAL CODE.**

The Ketchum Municipal Code shall be amended as follows:

17.12.020 DISTRICT USE MARTIX, the table contained therein, shall be amended to add a new row under the “Residential” category designated “Recreational Vehicle Housing.” Such row shall designate that the “Recreational Vehicle Housing” use is permitted only upon issuance of an administrative use permit (to be designated “AUP”). “AUP” shall be designated in the “Recreational Vehicle Housing” row for the following zone columns: LR, LR-1, LR-2, GR-L, GR-H, STO-4, STO-1, STO-H, T, T-3000, T-4000. A footnote will be added to these designations noting that the AUP process is set forth in KMC 17.16.020.B.

**Section 2. ADDITION OF ADMINISTRATIVE USE PERMIT TO TITLE 17, CHAPTER 116, SECTION 020 OF KETCHUM MUNICIPAL CODE**

The Ketchum Municipal Code 17.116.020 be amended by the following additions:

17.16.020: OTHER CONDITIONAL USES; ADMINISTRATIVE USE PERMITS

- A. Swimming pools, tennis courts, and other similar nonprofit semipublic recreational centers, as principal use in the GR-L, GR-H and T districts, shall be deemed conditional uses.

- B. ADMINISTRATIVE USE PERMIT FOR RV USE: A person desiring to make use of a recreational vehicle (RV, trailer, or camper) on private property for camping and/or as a temporary residence shall make application for and receive approval of an Administrative Use Permit (AUP).
1. Application. A complete application must be filed and approved prior to the date a person desires to begin such use. The City shall furnish an AUP application form containing all information relevant and necessary to determine whether a particular application may be approved.
  2. An AUP will not be approved unless the following conditions are met:
    - i. The RV must be located on private property and may not be within City rights of way.
    - ii. There shall be no more than six (6) months occupancy in any calendar year, with no occupancy from November 30 to March 15.
    - iii. The Occupant must either be an Idaho resident who is locally employed, a caregiver for the household, or a family member of the household.
    - iv. Locally employed may be further defined as an individual who is dependent on the local economy for livelihood. This does not include remote or virtual work out of the area.
    - v. No short-term rentals (any rental less than 30 days) of the RV or camper are permitted.
    - vi. Any and all sewage shall be disposed of regularly and at a designated RV Dump Station. Failure to appropriately manage and dispose of sewage may be deemed a nuisance.
    - vii. Only one (1) RV, trailer or camper is permitted per any residential parcel that has a dwelling on the parcel.
  3. Consideration of Application. Upon deeming an application complete, the Administrator shall have thirty (30) days to consider and approve or deny an AUP application. Upon a finding by the Administrator that the application conforms to the requirements of this chapter, the Administrator shall issue an AUP unless the Administrator finds the applicant has failed to answer or falsely answered a question or did not provide documentation to ensure compliance with the conditions for approval. If the Administrator finds that one or more of the required conditions are not true, the Administrator shall deny the application. Appeals of the Administrator determination to either approval or deny the application shall be processed in conformance with KMC 17.144.
  4. Revocation. Upon a finding that any one or more of the required conditions is no longer applicable or has been violated, the Administrator may revoke an AUP. Such revocation will be deemed an administrative determination that may be subject to appeal under the process of KMC 17.144.
  5. RVs, trailers and campers with an approved AUP will not be considered a nuisance.

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

**Section 4. REPEALER CLAUSE.** All City of Ketchum ordinances or resolutions or parts thereof which are in conflict herein are hereby repealed.

**Section 5. POSTING, PUBLICATION, AND EFFECTIVE DATE.** Finding that there is an immediate harm and emergency necessitating immediate enforcement, this Ordinance shall take effect immediately by proclamation of the Mayor pursuant to Idaho Code §50-901. Such proclamation of immediate effect shall be posted in five public places. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall further be published once in the official newspaper of the City.

**Section 6. IMMEDIATE EFFECT; EFFECTIVE PERIOD.** This Ordinance shall be in full force and effect immediately upon its passage by the City Council, and approval and proclamation by the Mayor with posting according to law. This Ordinance is designated as an emergency ordinance pursuant to Idaho Code §67-6523 and will be effective only for a period of one-hundred and eighty-two (182) days.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this 7<sup>th</sup> day of July 2021.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this 7<sup>th</sup> day of July 2021.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Tara Fenwick, City Clerk

POSTED in the following five public places on July \_\_, 2021:

1. Ketchum City Hall
2. .
3. .
4. .
5. .

ACKNOWLEDGMENT OF POSTING

\_\_\_\_\_  
Tara Fenwick, City Clerk

# WHITE PETERSON

## ATTORNEYS AT LAW

MARC J. BYBEE  
WM. F. GIGRAY, III  
DAVID A. HEIDA  
MATTHEW A. JOHNSON  
JAY J. KIIHA \*\*  
WILLIAM F. NICHOLS \*  
BRIAN T. O'BANNON \*

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.  
CANYON PARK AT THE IDAHO CENTER  
5700 E. FRANKLIN RD., SUITE 200  
NAMPA, IDAHO 83687-7901  
TEL (208) 466-9272  
FAX (208) 466-4405  
EMAIL: mjohnson@whitepeterson.com

PHILIP A. PETERSON  
WILLIAM L. PUNKONEY

TERRENCE R. WHITE  
OF COUNSEL  
WILLIAM F. "BUD" YOST  
OF COUNSEL

\* Also admitted in OR  
\*\* Also admitted in WA

July 2, 2021

To: Mayor and City Councilmembers  
City of Ketchum  
Delivered electronically

Re: Short-Term Rentals Draft Ordinance – Legal Analysis and Recommendations

### Background:

The City Council has expressed interest in pursuing potential regulations related to short-term rentals within the City, while remaining within the boundaries set forth in Idaho Code §67-6539. Regulations put in place within the cities of Sandpoint and McCall have been identified as potential models. Based on this interest, the city attorney in consultation with staff has prepared an initial draft ordinance for City Council review and direction.

The attached draft includes certain notes of particular interest and considerations for specific issues and policy options.

### Draft Ordinance – Legal Considerations:

Idaho Code §67-6539 prevents a city from prohibiting short-term rentals within the city. It does allow though for “such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate.” Since this statute is fairly new, there is not much guidance or caselaw regarding where the line may be drawn between permissible “reasonable regulation” and “prohibition.”

- **Permit Approach – Estimated Low Risk**

The draft ordinance mirrors the ordinances of Sandpoint and McCall in generally adopting a regulatory approach via the use of a permitting process. A short-term rental permit is required in a similar manner to a business license. The conditions for obtaining a permit are put in place as connected generally to occupant and neighborhood health and safety concerns. For example, reasonably requiring things like smoke detectors, adequate access and parking, and a designated contact person.

To date, these permit approaches have not been substantially challenged. If the permit conditions and standards are reasonably tied health and safety concerns, then this regulatory approach seems likely to be defensible.

- **Numerical Limits – Estimated Moderate Risk**

The draft ordinance includes a section mirrored from the ordinance of Sandpoint, which section sets a numerical limit on the number of STR permits available in the

residential zones.

In my opinion, such a limit is at moderate risk of a successful legal challenge. First, such a limit could be portrayed as arbitrary and capricious. For this reason, if a limit is to be imposed it should be carefully considered with a well-documented record as to the justifications for the number. Second, once the limit threshold is reached then such an approach looks similar to a “prohibition” on further STRs – bringing into question where the line is drawn on reasonable regulation under IC 67-6539.

- High Occupancy STRs – Estimated Low Risk

The draft ordinance includes a section mirrored from McCall (and unique to McCall). This provision provides some additional permit standards tied to higher occupancy STRs. From a legal perspective, it seems reasonable that a rationale can clearly be drawn that STRs that can house larger amounts of people present additional challenges warranting further reasonable regulation – though there should be clear documentation of why the threshold number is chosen. Council direction is requested about whether this is a concern for the City of Ketchum necessitating high occupancy specific regulations.

- Justifications for Regulation – Varying Risk

Council direction is requested regarding the main purposes and justifications for STR regulations and permit standards. For instance, one public purpose would be to protect the health and safety of STR occupants. A similar purpose would be to protect the health, safety, and integrity of residential neighborhoods. Those purposes are likely easily linked, defensible, and within the realm contemplated by IC 67-6539.

An additional purpose that has been tossed out has been related to impacts on provision of affordable housing. If this is intended to be a stated purpose, then it is recommended that clear information evidencing this causal link is included in the record.

#### General Recommendations:

This draft ordinance is based on preliminary direction from the Council on concerns and on the models to examine. Staff hereby request further direction from Council on the concepts included in this draft ordinance, whether such are appropriate to the City of Ketchum’s situation and purposes, and on any additional thoughts or ideas that may have arisen outside these models from Sandpoint and McCall. For these reasons, it may be most appropriate to treat this initial presentation of the draft ordinance as a workshop, or at least just as a first reading, since substantial revisions and re-structuring based upon direction are anticipated.

The Council may also wish to consider whether to hold a public hearing on this ordinance. A public hearing is not legally required as this approach is a regulatory permit (similar to a business license) and not a change to the land use code. However, land uses are tangentially related, plus there is likely to be significant public interest in this topic so a formal public hearing may be desirable even if not perhaps technically required.

**CITY OF KETCHUM  
ORDINANCE \_\_\_\_**

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

**Recitals:**

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

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

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

Chapter 5.09  
SHORT-TERM RENTAL PERMITS

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

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

Ordinance ### - 1

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

**5.09.020: Definitions:**

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

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

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

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

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

**5.09.030: Permit Requirements.**

- A. Compliance Responsibility: An Owner may act through an agent or property manager, but the Owner shall remain responsible for compliance with these provisions.
- B. Permit Required: No person shall operate or manage, or offer or negotiate to use, lease or rent a dwelling unit for short-term rental occupancy within the City without obtaining and maintaining a Short-Term Rental (STR) Permit.
- C. Permit Application: The City shall prepare and make available an application form for a STR Permit reflecting appropriate information, standards compliance, and fee as may be established in the City's fee schedule.
- D. Permit Term: An STR Permit shall be valid for a period of one year from issuance and may be annually renewed. A permit shall expire upon end of its term or upon a sale/transfer of the property.
- E. Permit Applicability: A permit shall be applicable to the designated dwelling unit to be used as a STR. The permit shall be issued to and in the name of the Owner; and a change in Owner, such as by sale/transfer, shall require a new permit.
- F. Occupancy Tax: STRs must comply with the requirements of Chapter 3.12.030, Imposition and Rate of Certain Nonproperty Sales Taxes.
- G. Existing STRs: Short-term rentals in existence prior to the effective date of this ordinance shall be provided a grace period of **one-year** from the effective date in which to obtain a permit according to the standards of this chapter.
- H. Residential Zones: Within residential zones, short-term rentals shall have a minimum two (2) night stay and shall be limited to one short-term rental per parcel.
- I. Non-Owner-Occupied Short-Term Rentals: The sum total of all non-owner-occupied short-term rentals within the entirety of all residential zones **shall not exceed thirty-five (35) units**, except as provided below:
  - 1. Where the short-term rental unit is included in a multi-unit development with the following standards:
    - a. Such development must include not less than ten (10) units.

**Commented [MAJ1]:** 35 was the number used by the City of Sandpoint. If Ketchum desires to impose a limit, then justification for the calculation of such number should be on record. It may also be advisable to make this limitation a percentage of some category rather than just a flat number.

<sup>1</sup> IC 63-1803(4).



b. Such development must be within one thousand five hundred feet (1,500') of the downtown core defined as being within the boundaries of \_\_\_\_\_. Developments located farther than one thousand five hundred feet (1,500') from the downtown core that meet standards in this section may only be allowed non-owner-occupied short-term rentals at a ratio of one per ten (10) units.

2. Where approved for greater short-term rental density as part of an approved planned unit development. Existing approved planned unit developments must be formally amended to be eligible for this greater density.

#### 5.09.040: Standards:

1. Issuance: The issuance of a short-term rental permit shall be subject to the following requirements:

- a. Inspection:

- i. At the time of application for a new short-term rental permit, the dwelling unit may be subject to inspection by the building official or their designee. Prior to the issuance of the short-term rental permit, the owner of the dwelling unit shall make all necessary alterations to the dwelling required by the building official pursuant to the requirements of this chapter.
- ii. For renewals, applicants shall be required to submit an affidavit affirming compliance with the standards set forth in this chapter by completing a City provided self-inspection checklist.
- iii. Any inspections required under this chapter may be conducted by a private inspector certified by the International Code Council at the owner's expense.

1. Windows: Bedroom windows shall be operable to allow for emergency egress in accordance with the most recent building and fire codes as adopted and amended by the State of Idaho.
2. Smoke Alarms: Single or multiple-station smoke alarms shall be installed and maintained in accordance with manufacturers specification:
  - a. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
  - b. In each room used for sleeping purposes.
  - c. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
3. CO Detectors: A CO detector is required on each floor if: there is a garage, solid fuel appliance or gas appliance.

**Commented [MAJ2]:** Another City of Sandpoint concept that may not be as relevant or necessary for Ketchum, but is included as illustrative of a policy option.

**Commented [RG3]:** Does Ketchum want to inspect every STR application? When this ordinance goes into effect and owners are bringing their existing STRs into compliance during the grace period, this could bog down the city staff. If there is an influx of investment property buyers it could cause a similar drain on the City staff. McCall requires that applicants sign an affidavit stating that the health and safety features required are within the STR. Having an affidavit requirement may streamline the application process and take the inspection burden off of the City staff.

**Commented [RG4]:** Leaving the decision up to the City staff on whether or not to inspect creates the possibility for an allegation of discriminatory application of this law claiming that applicants of a certain protected classes properties are disproportionately inspected more often than those not in a protected class.

**Commented [MAJ5]:** Worth consideration of how best to handle inspections (if even desired). An alternative may be to establish a STR standards policy by resolution, rather than listing in City Code.

4. Fire Extinguishers: The short-term rental shall be equipped with one 2A:10BC type extinguisher per floor. Fire extinguisher(s) shall be mounted in visible locations with the tops of the fire extinguishers mounted between three feet (3') and five feet (5') above the floor, and shall be accessible to occupants at all times.
5. Local Representative:
  - a. Each short-term rental shall list a local representative who permanently resides within twenty (20) vehicular miles of the Ketchum city limits.
  - b. If the City is not able to contact the local representative in a timely manner more than twice during the term of the annual permit, this shall be considered a violation of this chapter.
  - c. The designated local representative may be changed by the permit holder from time to time throughout the term of the permit. However, to change the local representative, the permit holder must file a revised permit application that includes the name, address and telephone number of the new local representative. Failure to notify the City of a change in the local representative constitutes a violation of this chapter.
  - d. For non-owner-occupied short-term rentals within the residential zones that do not meet the standards of subsection 5.09.030 E1 of this chapter, property owners and/or residents within two hundred feet (200') of the dwelling shall be provided with the name and telephone number of the owner or the local representative. The permit holder shall provide documentation to the City of this notification and list of the owners and/or residents contacted.
6. Permit Posting: The short-term rental permit shall be posted within the dwelling adjacent to the front door. At a minimum, the permit will contain the following information:
  - a. The name of the local representative and a telephone number where the representative may be reached;
  - b. The name and a telephone number where the property owner can be reached;
  - c. The telephone number and website address of the City of Ketchum;
  - d. The maximum number of occupants permitted to stay in the dwelling;
  - e. The solid waste and recycling collection day; and
  - f. The Ketchum snowplowing regulations.
2. Inactivity: License issuance and continued validity for non-owner-occupied short-term rentals shall be contingent upon the owner's good faith effort to actively engage in the rental of the property. Failure to provide documentation of rental activity for a

**Commented [RG6]:** The elements that will be contained in the Permit that the applicant receives may be a better administrative decision rather than codified requirements that the City has to meet. However, this is good information for STR occupants to have posted in the STR.

Ordinance ### - 4

minimum of twelve (12) nights during a twelve (12) month period, pro-rated quarterly, prior to the short-term rental permit renewal deadline shall constitute an immediate forfeiture of the license

- i. A signed declaration affirming that the property will be managed to adhere to the following requirements:
  1. Parking: all parking for the unit is contained on the site and not more than one (1) parking space per bedroom is provided. All trailers shall be parked on a surfaced area, if space is provided, and shall not park on the right-of way.
  2. Occupancy: Short-term rentals shall contain no more than four (4) people per bedroom. Total maximum occupancy of the short-term rental shall be based on the number of bedrooms times four (4).
  3. Noise: Quiet hours from 10 pm to 8 am the following day are enforced.
  4. Trash Service: Bear proof solid waste collection facilities shall be available on the site and adequate for the occupancy of the short-term dwelling unit.

**5.09.050: High Occupancy Standards:**

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

**Commented [RG7]:** Policy question: Does the City of Ketchum want to have an additional policy for STRs with the ability to house 20 or more guests?

- C. Neighborhood Impacts: a communication strategy with neighbors within 300' of the short-term rental regarding any complaints shall include:
  - 1. The contact information of the property representative to serve as initial contact if there are questions or complaints regarding the operation of the short-term rental, and
  - 2. A copy of the conditions of approval.
- D. Application Requirements: In addition to the STR Permit application, the following submittals are required prior to the noticing of a public hearing before the Ketchum Area Planning and Zoning Commission:
  - 1. A basic site plan that indicates the location of on-site parking;
  - 2. An operations plan;
  - 3. A communication strategy;
  - 4. A stormwater management plan, if there are changes to the site; and
  - 5. A declaration identifying the date and location of the neighborhood meeting and a roster of the persons attending.

**5.09.060: Violation; Infraction; Penalty:**

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

- A. Violations:
  - a. The occupants of the dwelling have created noise, disturbances, or nuisances, in violation of City Code.
  - b. Violations of law pertaining to the consumption of alcohol or the use of illegal drugs.
  - c. The owner has failed to comply with the standards of this chapter.
- B. Penalties:
  - a. For the first two (2) violations within a twelve (12) month period, the sanction shall be a warning notice.
  - b. For the third violation within a twelve (12) month period, the sanction shall be a revocation of the permit.
  - c. Additional penalties as may be provided for by the specific violation in other sections of City Code shall remain applicable.
- C. Written Notice: The City shall provide the permit holder with a written notice of any violation of this section that has occurred. If applicable, a copy of the warning notice shall be sent to the local representative.
- D. Appeal of Suspension or Revocation: Pursuant to this section, the City shall provide the permit holder with a written notice of the permit suspension or revocation and the reasons. The permit holder may appeal the suspension or revocation to the City Council by filing a letter of appeal to the City Clerk within twenty (20) days after the date of the mailing of the Planning Director's order to suspend or revoke the permit. The Planning Director's suspension or revocation shall be stayed until the appeal has been determined by the City Council. The City Council shall conduct a hearing on the appeal within sixty (60) days of the date of the filing of the letter of appeal. At the appeal, the permit holder may present such evidence as may be relevant. At the conclusion of the hearing, based on the evidence it has received, the Council may uphold, modify, or overturn the decision of the Planning Director to suspend or revoke the permit based on the evidence received.

**Commented [MAJ8]:** Just tie to standard administrative appeal process?

Ordinance ### - 6

- E. Application For Permit After Revocation: A person who has had a short-term rental permit revoked shall not be permitted to apply for a subsequent short-term rental permit for a period of two (2) years from the date of revocation.
- F. Infraction: Unless otherwise provided, any person who shall commence or continue to operate a short-term rental for which a permit is required without first procuring the permit shall be deemed guilty of an infraction and subject to a fine of one hundred dollars (\$100.00). A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.
- G. Advertisement of Short-Term Rental: An advertisement promoting the availability of short-term rental property in violation of this Code is prima facie evidence of a violation and may be grounds for denial, suspension or revocation of a license. Advertising that offers a property as a residential short-term rental shall constitute prima facie evidence of the operation of a residential short-term rental and the burden of proof shall be on the owner, operator, or lessee of record to establish that the subject property is being used as a legal residential short-term rental or is not in operation. Any communication by a property owner, manager, operator, or lessee to any person where the owner, manager, operator, or lessee offers their home for rent as a residential short-term rental shall constitute prima facie evidence of the operation of a residential short-term rental and the burden of proof shall be on the owner, operator, or lessee of record to establish that the subject property is being used as a legal residential short-term rental or is not in operation. Other evidence of the operation of a residential short-term rental without a valid permit number may include, but is not limited to: guest testimony, rental agreements, advertisements, and receipts or bank statements showing payments to the owner by a guest.

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

**SECTION 4: SAVINGS AND SEVERABILITY.** It is hereby declared to be the legislative intent that the provisions and parts of this ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 5: EFFECTIVE DATE.** This ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY THE CITY COUNCIL of Ketchum, Idaho this \_\_\_\_ day of \_\_\_\_\_ 2021.

APPROVED BY THE MAYOR of Ketchum, Idaho this \_\_\_\_ day of \_\_\_\_\_ 2021.

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

Ordinance ### - 7

**ATTEST:**

---

Tara Fenwick, City Clerk

Ordinance ### - 8